

City of El Paso de Robles

RESOLUTION NO. 90-38

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF PASO ROBLES
APPROVING A CONSULTANT SERVICES AGREEMENT
WITH QUAD CONSULTANTS
FOR REVIEW AND UPDATE OF THE UNION/46 SPECIFIC PLAN
FEE SCHEDULE AND
APPROPRIATING \$15,000 FROM THE GENERAL FUND

WHEREAS, in 1988 the City Council of the City of Paso Robles approved the Union/46 Specific Plan and an accompanying specific plan fee schedule; and

WHEREAS, the fee schedule for the Union/46 Specific Plan is designed to be up-dated on a periodic basis to reflect changes in the costs of the projects to be carried out by the plan; and

WHEREAS, the Union/46 Specific Plan provides that the City is not precluded from establishing additional fees and/or requirements upon properties and developments; and

WHEREAS, additional information and plans have been generated since the adoption of the Union/46 Specific Plan, necessitating changes in the fee allocation formula; and

WHEREAS, QUAD Consultants has provided a proposal to undertake a review and up-date of the Union/46 Specific Plan fees for a contract amount of \$14,588; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. That the City Council of the City of Paso Robles approves the attached Consultant's Service Agreement (Attachment A) between the City of Paso Robles and QUAD Consultants and authorizes the City Manager to execute said agreement.

Section 2. That the City Council of the City of Paso Robles appropriates \$15,000 from the General Fund to Account No. 100-710-5224-000 for this project, with the understanding that the General Fund will be reimbursed by specific plan fees to be collected in conjunction with future development within the Union/46 Specific Plan area.

City of El Paso de Robles

Resolution No. 90-38__
Page 2 of 2

PASSED AND ADOPTED by the City Council of the City of Paso Robles, this 6th day of March, 1990, on the following vote:

AYES:	Conway, Cousins, Russell and Martin
NOES:	None
ABSENT:	Reneau



Steven W. Martin, Mayor

ATTEST:



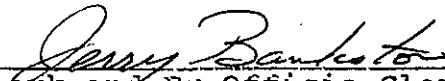
Jerry Bankston, City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO) ss.
CITY OF EL PASO DE ROBLES)

I,.....Jerry Bankston....., City Clerk/Deputy City Clerk of the City of El Paso de Robles, California, do hereby certify that the foregoingResolution No. 90-38..... was duly and regularly adopted, passed and approved by the City Council of the City of El Paso de Robles, California, at a ..regular..... meeting of said City Council held at the regular meeting place thereof, on the6th..... day ofMarch....., 1990....., by the following vote:

AYES:.....Conway, Cousins, Russell and Martin.....
NOES:.....None.....
ABSENT:.....Reneau.....
ABSTAINED:.....None.....

Dated this.....6th.....day of March....., 19.90



City Clerk and Ex-Officio Clerk of the
City Council, City of El Paso de Robles,
State of California

CONSULTANT'S SERVICES AGREEMENT

THIS AGREEMENT, made this 7th day of March, 1990, by and between the CITY OF EL PASO DE ROBLES, California (hereinafter referred to as "CITY"), and QUAD (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, CITY desires to retain a qualified individual, firm or business entity to evaluate and establish an updated schedule of fees associated with the City's adopted Union/46 Specific Plan; and

WHEREAS, CITY desires to engage CONSULTANT to provide services by reason of its qualifications and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. CONTRACT COORDINATION

a. CITY. The Community Development Director shall be the representative of CITY for all purposes under this Agreement. The Community Development Director, or his designated representative, hereby is designated as the Contract Manager for the CITY. He shall supervise the progress and execution of this Agreement.

b. CONSULTANT. CONSULTANT shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. John Tow is hereby designated as the Contract Manager for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager designee shall be

subject to the prior written acceptance and approval of the CITY's Contract Manager. CONSULTANT's Contract Team is further described, in part, in Exhibit "A" attached hereto and incorporated herein by this reference. The individuals identified and the positions held as described in Exhibit "A" shall be not be changed except by prior approval of CITY.

2. DUTIES OF CONSULTANT

a. Services to be furnished. CONSULTANT shall provide all services as set forth and specified in Exhibit "A" attached hereto and incorporated herein by this reference.

b. Laws to be observed. The CONSULTANT shall:

(1) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary the due and lawful prosecution of the services to be performed by CONSULTANT under this agreement;

(2) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in CONSULTANT's performance under this Agreement, or the conduct of the services under this Agreement;

(3) At all times observe and comply with, and cause all of its employees to observe and comply with, all of said laws, ordinances, regulations, orders, and decrees mentioned above.

(4) Immediately report to the CITY's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in

relation to any plans, drawings, specifications, or provisions of this Agreement.

c. Release of reports and information. Any video tape, reports, information, data, or other material given to, or prepared or assembled by, CONSULTANT under this Agreement shall be the property of CITY and shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the CITY's Contract Manager, except that the CONSULTANT may, at its own expense, make such copies of reports produced under this Agreement available to any other party determined by the CONSULTANT, as a representative example of the CONSULTANT's ability to perform similar work.

d. Qualifications of CONSULTANT. CONSULTANT represents that it is qualified to furnish the services described under this Agreement.

3. DUTIES OF CITY

CITY agrees to cooperate with CONSULTANT and to perform that work described in Exhibit "A" attached hereto and incorporated by this reference.

4. COMPENSATION

The CONSULTANT will perform the work in segments as described in Exhibit "B". Payment of compensation to the CONSULTANT by the CITY for services performed under this Agreement shall be the lump sum flat fee amount of Fourteen Thousand Five Hundred Eighty-Eight Dollars (\$14,588.00). This compensation shall be paid in conformance with the schedule set out in Exhibit "B", attached to this Agreement and incorporated herewith as though set out in full herein. The CITY hereby agrees that the balance due stated on any billing or invoice received

from the CONSULTANT is correct, conclusive and binding upon the CITY, unless the CITY, within twenty (20) working days from the date of receiving such billing or invoice, notifies the CONSULTANT in writing of any portion(s) of the billing or invoice which the CITY believes to be incorrect or inconsistent with the terms of this Agreement. The CITY agrees to pay the CONSULTANT the balance showing as due from and owed by the CITY on any billing or invoice received from the CONSULTANT and deemed to be acceptable as provided for herein within forty-five (45) calendar days from the day the CITY receives such billing or invoice. A late payment charge, computed at the rate of one percent (1%) per month, which is an annual percentage rate of twelve percent (12%), shall be applied to any unpaid balance commencing forty-five (45) calendar days after the original date of any uncontested billing or invoice, or forty-five (45) days following the resolution of any dispute applicable to charges on any contested billing or invoice, and shall be paid by the CITY to the CONSULTANT.

5. TIME FOR COMPLETION OF THE WORK

Program scheduling shall be as described in Exhibit "A" unless revisions to this Agreement are approved in advance, in writing, by the CITY's and the CONSULTANT's Contract Managers. Time extensions may be allowed for delays caused by CITY, by other governmental agencies, or by factors not directly brought about by the negligence or lack of due care on the part of the CONSULTANT.

6. TEMPORARY SUSPENSION

The CITY's Contract Manager shall have the authority to suspend this Agreement wholly or in part, for such period as he deems necessary due to unfavorable conditions or the failure on the part of

the CONSULTANT to perform any provision of this Agreement. CONSULTANT will be paid the compensation due and payable to the date of temporary suspension.

7. SUSPENSION; TERMINATION

a. Right to suspend or terminate. The CITY retains the right to terminate this Agreement for any reason by notifying CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and payable to the date of termination; provided, however, if this Agreement is terminated for fault of CONSULTANT, CITY shall be obligated to compensate CONSULTANT only for that portion of CONSULTANT services which are of benefit to CITY. Said compensation is to be arrived at by mutual Agreement of the CITY and CONSULTANT and should they fail to agree, then an independent arbitrator is to be appointed and his decision shall be binding upon the parties.

b. Return of materials. Upon such termination, CONSULTANT shall turn over to the CITY immediately any and all copies of videotapes, studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT, and for which CONSULTANT has received reasonable compensation, or given to CONSULTANT in connection with this Agreement. Such materials shall become the permanent property of CITY. CONSULTANT, however, shall not be liable for CITY's use of incomplete materials or for CITY's use of complete documents if used for other than the project or scope of services contemplated by this Agreement.

8. INSPECTION

CONSULTANT shall furnish CITY with every reasonable opportunity for CITY to ascertain that the services of CONSULTANT are

being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the CITY's Contract Manager's inspection and approval. The inspection of such work shall be relieve CONSULTANT of any of its obligations to fulfill its Agreement as prescribed.

9. OWNERSHIP OF MATERIALS

All original drawings, videotapes and other materials prepared by or in possession of CONSULTANT pursuant to this Agreement shall be deemed to be instruments of service. The specific products described in Exhibit "A" made part of this Agreement shall become the permanent property of the CITY when delivered to the CITY in the form and quantities specified by this Agreement.

10. ASSIGNMENT; SUBCONTRACTORS; EMPLOYEES

This Agreement is for the performance of planning services by the CONSULTANT and is not assignable by the CONSULTANT without prior consent of the CITY in writing. The CONSULTANT may employ other specialists to perform services as required with prior approval by the CITY.

11. NOTICES

All notices hereunder shall be given in writing and mailed, postage paid, by Certified Mail, addressed as follows:

CITY: Robert A. Lata
Community Development Director
City of Paso Robles
P.O. Box 307
Paso Robles, CA 93447

CONSULTANT John F. Tow, AICP
Vice President
QUAD Consultants
P.O. Box 3699
Visalia, CA 93278

12. INTEREST OF CONSULTANT

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONSULTANT further covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. CONSULTANT certifies that no one who has, or will have, any financial interest under this Agreement is an officer or employee of CITY. It is expressly agreed that, in the performance of the services hereunder, CONSULTANT shall at all times be deemed an independent contractor and not an agent or employee of CITY.

13. INDEMNITY

CONSULTANT hereby agrees to indemnify and save harmless CITY, its officers, agents and employees of and from:

a. Any and all claims and demands which may be made against CITY, its officers, agents, or employees by reason of any injury to or death of or damage to any person or corporation caused by any negligent act or omission of CONSULTANT under this Agreement or of CONSULTANT's employees or agents;

b. Any and all damage to or destruction of the property of CITY, its officers, agents or employees occupied or used by or in the

care, custody, or control of CONSULTANT, or in proximity to the site of CONSULTANT's work, caused by any negligent act or omission of CONSULTANT under this Agreement or of CONSULTANT's employees or agents;

c. Any and all claims and demands which may be made against CITY, its officers, agents, or employees by reason of any injury to or death of or damage suffered or sustained by any employee or agent of CONSULTANT under this Agreement, however caused, excepting, however, any such claims and demands which are the result of the negligence or willful misconduct of CITY, its officers, agents, or employees;

d. Any and all claims and demands which may be made against CITY, its officers, agents or employees by reason of any infringement or alleged infringement of any patent rights or copyrights or claims caused by the use of any apparatus, appliance, or materials produced or furnished by CONSULTANT under this Agreement; and

e. Any and all penalties imposed or damages sought on account of the violation of any law or regulation or of any term or condition of any permit when said violation of any law or regulation or of any term or condition of any permit is due to negligence on the part of the CONSULTANT.

f. CONSULTANT shall defend CITY, its officers, agents and employees from any and all claims, demands, suits, actions or other legal proceedings occasioned by the performance or attempted performance of the provisions hereof, except those arising from the negligence or willful misconduct of CITY, including, but not limited to, any act or omission to act on the part of CONSULTANT or its agents or employees or other independent contractors directly responsible to it.

g. CITY shall defend CONSULTANT, its officers, agents and employees from any and all claims, demands, suits, actions or other legal proceedings occasioned by the performance or attempted performance of the provisions hereof, except those arising from the negligence or willful misconduct of CONSULTANT, including, but not limited to, any act or omission to act on the part of CITY or its agents or employees or other independent contractors directly responsible to it.

14. WORKERS COMPENSATION

CONSULTANT certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Agreement.

15. INSURANCE

a. At the request of the CITY, CONSULTANT shall provide proof of comprehensive general liability insurance (\$300,000) (including automobile) satisfactory to the CITY.

b. CONSULTANT shall provide proof of special insurance of the types (such as "errors and omissions" or professional liability) and in the amounts as may be set forth on Exhibit "A".

16. AGREEMENT BINDING

The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

17. WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

18. COSTS AND ATTORNEY'S FEES

The prevailing party in any action between the parties to this Agreement brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including litigation-related costs and attorney's fees, expended in connection with such an action, from the other party.

19. DISCRIMINATION

No discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, ancestry, religion or gender of such person.

If CONSULTANT is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of this Agreement, it shall thereby be found in material breach of this Agreement. Thereupon, CITY shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to CONSULTANT the sum of Twenty-five Dollars (\$25) for each person for each calendar day during which such person was discriminated

against, as damages for said breach of contract, or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this paragraph.

IF CONSULTANT is found in violation of the nondiscrimination provisions of this Agreement or the applicable affirmative action guidelines pertaining to this Agreement, CONSULTANT shall be found in material breach of the Agreement. Thereupon CITY shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to CONSULTANT the sum of Two Hundred Fifty Dollars (\$250) for each calendar day during which CONSULTANT is found to have been in such noncompliance as damages for said breach of contract, or both.

20. AGREEMENT CONTAINS ALL UNDERSTANDINGS

This document (including all exhibits referred to above and attached hereto) represents the entire and integrated Agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, or Agreements, either written or oral. This document may be amended only by written instrument, signed by both CITY and CONSULTANT. All provisions of this Agreement are expressly made conditions. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement the day and year first above written.

CITY Paso Robles

CONSULTANT

By

Jerry Bankston
City Manager, Jerry Bankston

By

John F. Tow, Vice President

EXHIBIT A
SCOPE OF SERVICES

The scope of consultant services provided for in this agreement will encompass the following work:

1. QUAD will review *Union/46 Specific Plan* documentation to identify and catalog the existing specific plan fees established by the City at the time of the adoption of the plan. QUAD engineering staff will review conceptual plans for off-site improvements prescribed by the plan, will examine and validate or suggest revisions to unit cost estimates for designated improvements, and will recalculate costs by improvement as required. Addressed by this task will be existing cost estimates for signalization of North River Road at Creston Road; improvements to Union Road; improvements to North River Road; and improvements to and signalization of the intersection of Golden Hill Road and Highway 46. Included in this task, as specifically requested and explicitly authorized by the City, will be any evaluation of the adequacy of improvement designs provided by the prior plan consultants and recalculation of quantities associated with such designs (e.g. earthwork, paving materials, etc.). Emphasis will be placed upon ensuring the adequacy of cost estimates in the context of public sector, prevailing wage vs. private sector competitive wage rates. Additionally, the previous consultants' estimates will be reviewed to ensure their conformance with City policies regarding which improvements, and components of improvements, are typically the obligation of the developer to construct, as opposed to those normally funded with specific plan fees.
2. QUAD will review with City staff the inventory of required off-site improvements currently prescribed by the plan and identify any additional improvements or other plan-related costs which should appropriately be recovered by the City through plan fees. Examples of such additional cost categories might include the proposed interchange at Golden Hill and Highway 46, Downtown-area traffic mitigation measures, and off-site storm drainage improvements.
3. QUAD will evaluate and define clearly-described procedures by which developers and contractors could construct required off-site improvements as part of their own projects and receive credits against the applicable specific plan fees. Clarification will be provided as necessary in supporting documentation from this task, as well as the first task described in this section, regarding specifically which improvements are encompassed by specific plan fees and which improvements are regarded to be the normal obligations of the plan area developers.
4. QUAD will address the fee-related aspects of the issue of extension of Buena Vista Road north across, or connecting to, Highway 46, adequately isolating the costs and related fees associated with this prospective road linkage to enable Council policy determinations regarding its funding through the specific plan fee schedule.

5. QUAD will prepare the following documentation derived from the tasks outlined above:
- o An ordinance adopting the *Union/46 Specific Plan* (currently adopted by resolution) and authorizing the establishment of specific plan fees by resolution (similar to the ordinance recently adopted by the Council for the *Borkey Area Specific Plan*);
 - o A resolution and fee schedule establishing updated fees for the *Union/46 Specific Plan*;
 - o An accompanying report containing the basis for each of the fees established, discussing the process by which developers can construct improvements and receive credit against applicable specific plan fees, and including detailed backup calculations for each fee component.

QUAD will provide a preliminary draft of all report materials, including calculations, to the City staff for review. Staff comments will be incorporated into report materials, subsequent to which a camera-ready reproducible copy of all of the documentation described above will be provided to the City for distribution to the Council.

6. QUAD will attend and make a presentation of findings and recommendations at one City Council meeting on the updated fee schedule.

Project Schedule

Upon authorization by the City (anticipated March 6, 1990) to provide the services outlined in this letter, QUAD will initiate work on the project immediately. A draft report, summarizing recommended refinements and enhancements to the existing fee schedule, will be submitted for staff review by April 16, 1990. Following staff input on the proposed revised fee schedule, ordinance and resolution materials and the accompanying report, these materials could be completed in final form within approximately ten working days. Accordingly, it appears feasible to anticipate City Council consideration of the revised fee schedule and related materials in May, 1990.

Assignment of Consultant Personnel

The work described in this Exhibit shall be performed by John F. Tow, A.I.C.P. and Dean K. Uota, P.E., supported by QUAD's technical and clerical staff. Both Mr. Tow and Mr. Uota are generally familiar with the City of Paso Robles' existing specific plan fee policies, having been the principal creators of the recently-adopted *Borkey Area Specific Plan* and accompanying fee schedule.

EXHIBIT B

PROJECT FEE

QUAD's fee for the proposed project shall be \$14,588. The components of this fee are summarized below.

1. Review of existing *Union/46 Specific Plan* fee schedule, evaluation of unit cost estimates, recalculation of fees as required: Engineer's time, 74 hours @ \$95 = \$7,030; Drafting Technician's time, 24 hours @ \$44 = \$1,056; Planner's time, 16 hours @ \$95 = \$1,520.
2. Review with City of additional fee categories which consultants would recommend be included in plan schedule: Engineer's time, 2 hours @ \$95 = \$190; Planner's time, 2 hours @ \$95 = \$190.
3. Evaluation and documentation of procedures for fee credits attributable to developer-installed improvements, including specification of types of improvements for which developers would normally be obligated outside fee schedule: Engineer's time, 4 hours @ \$95 = \$380; Planner's time, 6 hours @ \$95 = \$570.
4. Report preparation, documentation and production of revised fee schedule, ordinance and resolution: Engineer's time, 6 hours @ \$95 = \$570; Planner's time, 8 hours @ \$95 = \$760; Typist's time, 3 hours @ \$28 = \$84.
5. Review of report and documentation with City staff; preparation of revisions to documentation: Engineer's time, 7 hours @ \$95 = \$665; Planner's time, 3 hours @ \$95 = \$285; Typist's time, 1 hour @ \$28 = \$28.
6. Attendance at and participation in City Council hearing on ordinance and revised fee schedule: Planner's time, 7 hours (including travel) @ \$95 = \$665.
7. Report reproduction expenses, telephone charges, mileage and travel-related expenses: \$125.
8. Project coordination and administration: Planner's time, 4 hours @ \$95 = \$380; Administrative Assistant's time, 2 hours @ \$45 = \$90.

The fee established herein shall be paid to the consultant in the following increments: (1) Ten percent upon contract authorization, as a "retainer" to help offset initial out-of-pocket payroll and other expenses incurred by QUAD during early phases of the work; (2) Fifty percent upon submittal to the City staff of draft ordinance, resolution, fee schedule and other report materials; (3) Twenty percent upon submittal to City staff of final ordinance, resolution, fee schedule and other report materials, reflecting staff comments and refinements for Council consideration; and (4) The remaining twenty percent upon completion of the prescribed City Council meeting, at which the public hearing on the materials presented by the consultants would be conducted.

City of El Paso de Robles

3-6-90
DATE

IV-H
AGENDA ITEM #

TO: CITY COUNCIL

FROM: COMMUNITY DEVELOPMENT
DIRECTOR *adh*

() APPROVED () DENIED
() CONTINUED TO _____

SUBJECT: REVIEW AND UPDATE OF
FEES FOR UNION/46
SPECIFIC PLAN AREA

Summary of Request:

That the City Council consider the attached scope of work, authorize execution of a consultant agreement for review and update of fees for the Union/46 Specific Plan area, and provide necessary funding authorization.

Discussion:

1. The Union/46 Specific Plan was approved in 1988. In conjunction with approval of that plan, the City Council adopted a list of development mitigation measures to be funded by specific plan fees.
2. Since 1988, additional information has become available regarding the Union/46 Specific Plan area. Also, the Borkey Area Specific Plan has been adopted for the area that lies north of State Highway 46.
3. Since adoption of the Union/46 Specific Plan, it has become apparent that the proposed Buena Vista connection at Highway 46 will not be realistic and, at the same time, that a traffic signal at Golden Hill and Highway 46 is not the long-term solution to accommodating vehicle trips generated by nearby development. Further, questions have been raised regarding the accuracy and/or adequacy of some of the public improvement costs that were prepared in conjunction with the Specific Plan. Hence, there is a need to consider fee adjustments (both up and down).
4. Since the basic premise of the Union/46 Specific Plan was to identify and mitigate development impacts, so as not to place financial burdens on the balance of the Paso Robles community, it is important that the specific plan fees be accurate and complete. Based on the foregoing, it is recommended that the fees be reviewed and, as necessary adjusted.
5. Since the specific plan fees apply at the time of building permit issuance, any fee adjustment would apply only to future building permits. Any permits that will have been issued prior to the effective date of a new fees resolution would not be adjusted. Any permits issued after the resolution date would reflect the adjustment.

City of El Paso de Robles

6. A consultant contract with QUAD Consultants, the firm that prepared the Borkey Areas Specific Plan and is preparing the Chandler Ranch Specific Plan EIR and Specific Plan Fee Schedule, is being recommend. QUAD is uniquely qualified to review and prepare the updated fee schedule based on their experience.

7. The cost of the consultant contract to update the specific plan fee schedule would be an advance from the City, to be recovered in the adjusted specific plan fees.

8. No changes in the basic policies or content of the Specific Plan land use patterns, densities, or related development standards are being recommended.

Fiscal Impact:

A specific plan fee adjustment is needed to avoid a fiscal impact on the City. The contract fee of \$14,588. would be an advance to be reflected in and repaid from Union/46 Specific Plan fees.

Recommendation:

1. That the City Council authorize execution of an agreement, in a form to be approved by the City Attorney, for QUAD Consultants to review the Union/46 Specific Plan and prepare an up-dated fee schedule, based on the attached Scope of Services.

2. That the City Council adopt Resolution No. ____ approving an appropriation of \$15,000. from the General Fund to budget account No. 100-710-5224-000, to provide funding for the consultant project.

Concurrence:



Michael Grantham
Public Works Director



Michael Compton
Director of Administrative
Services

h:sp\u46\fees27.feb