

**RESOLUTION NO. 4124**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
AUTHORIZING AND APPROVING EXECUTION OF AMENDMENT #7  
TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH  
EMC PLANNING GROUP, INC. IN AN AMOUNT NOT TO EXCEED \$25,185 FOR  
ADDITIONAL WORK RELATED TO THE SOLEDAD PLAZA COMMERCIAL  
DEVELOPMENT ENVIRONMENTAL IMPACT REPORT**

**WHEREAS**, the City has received a request from Creekbridge Homes (“Applicant”) to process applications for a Tentative Map and Development Plan to allow commercial use and development of approximately 41 acres of land located on the westerly side of San Vicente Road, between San Vicente and Moranda Road, for a regional shopping center (“Proposed Project”); and

**WHEREAS**, this proposed project would be subject to the requirements of the California Environmental Quality Act (“CEQA”) under Sections 21065 and 21080 (discretionary projects proposed to be carried out or approved by public agencies, including general plan and zoning amendments, conditional use permits, subdivisions, etc.) and all other relevant regulations as contained in the Public Resources Code; and

**WHEREAS**, after completing the RFP process, the City selected EMC Planning Group, Inc. (EMC) to prepare the Environmental Impact Report (“EIR”) required by CEQA for the Project, in the base contract amount of \$127,954.00; and

**WHEREAS**, the aforesaid contract has been amended previously to provide for additional EIR consultant work determined as necessary to produce an adequate EIR under CEQA, pursuant to contract amendments approved by the City Council on October 19, 2005 (Amendment #1), April 5, 2006 (Amendment #2), January 17, 2007 (Amendment #3), May 2, 2007 (Amendment #4), June 6, 2007 (Amendment #5) and on July 18, 2007 (Amendment #6); and

**WHEREAS**, on June 20, 2007, Applicant submitted a tentative subdivision map proposing to establish eighteen (18) parcels as part of the Proposed Project; and

**WHEREAS**, on August 7, 2007, Applicant submitted a Development Plan application including site plans, preliminary landscaping plans, preliminary sign program, elevations for major buildings, draft use and development regulations and a design handbook; and

**WHEREAS**, the City has determined that additional work by EMC is necessary to produce an adequate draft and Final EIR in accordance with CEQA; and

**WHEREAS**, Staff has received concurrence from the Applicant to further amend the existing Professional Services Contract with EMC to conduct additional EIR-related work as described herein; and

**WHEREAS**, funding for the Contract Amendment #7 will be paid entirely by Creekbridge Homes through a Reimbursement Agreement.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of Soledad that an Amendment, attached as 'Exhibit A,' to the Consulting Services Agreement between the City and EMC Planning Group, Inc., in an amount not to exceed \$25,185.00, is hereby approved.

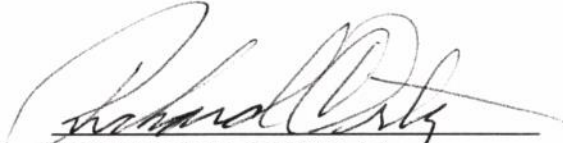
**PASSED AND ADOPTED** at a special meeting of the City Council of the City of Soledad duly held on the 28<sup>th</sup> day of November, 2007, by the following vote:

AYES, and in favor thereof, Councilmembers: Martha Camacho, Juan Saavedra, Patricia Stephens, Mayor Pro Tem Christopher Bourke, Mayor Richard Ortiz

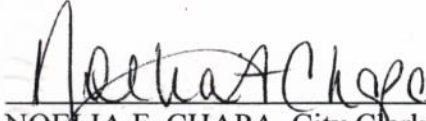
NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmember: None

  
RICHARD V. ORTIZ, Mayor

ATTEST:

  
NOELIA F. CHAPA, City Clerk

**CONTRACT AMENDMENT NO.7  
BETWEEN CITY OF SOLEDAD  
AND EMC PLANNING GROUP, INC.**

Exhibit "A"

**FOR SOLEDAD PLAZA SHOPPING CENTER EIR**

**PURPOSE**

The purpose of this Amendment #7 is to engage CONSULTANT – EMC PLANNING GROUP, INC. — to provide additional technical services required for preparation of the Environmental Impact Report for the Soledad Plaza Shopping Center at the north end of the City of Soledad.

**CONSULTANT'S SERVICES**

**Project Coordination**

All work related to this Contract Amendment #7 shall be coordinated through the City's Community Development Director.

**Scope of Services**

The attached Scope of Work, dated November 13, 2007, defines the specific services, time and related costs to be provided by Consultant.

**TIME OF PERFORMANCE**

It is assumed that CONSULTANT will be given a notice to proceed with this Amendment No. 7 by November 30, 2007, and CONSULTANT will have the services completed by approximately February 28, 2008.

**PAYMENT TO CONSULTANT**

All payments shall be made in accordance with the process set forth in the existing contract between the City and CONSULTANT. The total cost for the proposed additional services, as set forth in the attached Scope of Work, shall not exceed \$25,185.00.

**COORDINATION WITH ORIGINAL CONTRACT**

Unless otherwise noted herein, the terms and conditions of the original Contract between City and EMC Planning Group, Inc., dated June 1, 2005, as approved by the City Council on March 2, 2005, and thereafter amended, shall remain in full force and effect and all work referenced herein shall be performed in accordance therewith.

**EFFECTIVE DATE**

This Contract Amendment No. 7 is effective as of the date of execution by both parties.

IN WITNESS WHEREOF, duly authorized representatives of the City and of the CONSULTANT have executed this Contract Amendment No. 7 evidencing its issuance by City and acceptance by CONSULTANT.

CITY OF SOLEDAD, a municipal corporation

By: *Arletta A. Chape*  
City Manager

Attest: *Arletta A. Chape*  
City Clerk

EMC Planning Group, Inc.

By: \_\_\_\_\_  
Principal

Approved as to form:

\_\_\_\_\_  
City Attorney

RECORD

November 13, 2007

Susan Hilinski  
City of Soledad  
248 Main Street  
Soledad, CA 93960

Re: Request for Contract Amendment #7 – Soledad Plaza EIR

Dear Susan:

The purpose of Contract Amendment #7 is to request additional funds for changes to the Administrative Draft EIR (ADEIR) that are beyond the scope of our original contract or succeeding contract amendments.

#### History

As I've discussed with you, the history of this CEQA process is long and somewhat convoluted. The bullet points below are a snapshot of the history. They are intended to show that the level of effort needed to complete a draft EIR for the project is greater than was known and proposed in the original proposal submitted to the City in August 2004.

- Proposal submitted August 2004. Proposal based on a "project description" that consisted only of a color preliminary site plan and a summary of square footages. Contract approved by Council in February 2005.
- Second project description submitted by Creekbridge in May 2005. Consisted of revised hand drawn site plan and land use summary - no descriptive text. Creek Bridge expressed uncertainty as to whether this description would be further modified. EMC Planning Group Inc. explained the implications of further changes on time and cost.
- Third project description submitted by Creek Bridge in January 2006. A basic text description was included – minimal for a project of this size and type. Minimal

EMC PLANNING GROUP INC.  
A LAND USE PLANNING & DESIGN FIRM

801 Lighthouse Avenue, Suite C, Monterey, California 93940, Tel 831-649-1739, Fax 831-649-8399  
[www.emcplanning.com](http://www.emcplanning.com)

information on key project elements such as circulation, architectural design, landscaping, lighting, signage, etc. No graphics other than a revised site plan.

- EMC Planning Group Inc. begins substantive work on ADEIR in February 2006. By October, EIR text is about 60 percent complete. Traffic and circulation issues remain the primary outstanding issues. Through April 2007, about 75 percent of ADEIR text is largely complete (except traffic and noise and parts of Section 3.0).
- Fourth project description submitted by Creek Bridge in May 2007. This is a SUBSTANTIAL expansion of any description we'd seen, presumably due to Creek Bridge's communications with big box anchor(s), including Wal-Mart. As a result, the scope of the EIR would need to be substantially modified to incorporate new information and a higher level of scrutiny. Had this information been known when the City first requested a proposal in mid-2004, the EIR budget would have been substantially higher. The ADEIR text was already about 80 percent complete. EMC Planning Group Inc. could have requested a contract amendment at this time to reflect the substantial change in scope, but given the City's and Creek Bridge's desire to complete the ADEIR ASAP, continued with its preparation.
- EMC Planning Group Inc. incorporates significant information throughout the ADEIR to reflect the fourth project description. Delivers the ADEIR on July 23, 2007.
- Meeting to discuss ADIR comments at the City on August 7. Creek Bridge's lawyer acknowledges that the EIR will be held to a higher level of scrutiny. We certainly now understand Creek Bridge's interest in having legal counsel review the EIR. However, scrutiny by the applicant's legal counsel (*which always results in increased costs*) was never assumed in the original contract or in subsequent amendments.
- New project description information (development plan) delivered to EMC Planning Group Inc. in August 2007. *This is substantial new information received after the ADEIR was complete.* City staff requested that the ADEIR be modified to include this new information. Again, a contract amendment would have been appropriate to reflect costs to incorporate this new information. However, in the interests of moving the CEQA process forward, an amendment was not requested at that time. Had the development plan information been available earlier in the planning process, a contract amendment would have been requested at that time (as was done to incorporate new information from the tentative map) such that EMC Planning Group Inc's costs to prepare the proof draft EIR would have been substantially lower.

We often warn our public and private clients, that an unstable project description/incomplete project information is typically the greatest source of time delay and increased cost in the CEQA process. I personally emphasized this with Creek Bridge representatives through 2005 and 2006. We first received a "project description" in mid-2004, but the project information on which the EIR is now based wasn't complete until the development plan was submitted in August 2007 – three years later.

#### Proof Draft EIR Costs

Information in the following table summarizes proof draft EIR cost issues. Each of the line items is described in the text which follows the table.

<b>EMC Cost/Item Description</b>	<b>Cost</b>
Cost to convert an ADEIR to a draft EIR (no budget for proof draft EIR per City staff direction) – included in original EMC contract	\$4,310
Sissem and Wissler Adam attend ADEIR comments meeting in Soledad – meeting cost included in original budget	\$2,000
Revisions to ADEIR to reflect change in noise standard assumption from 60 dBA (as stated in the General Plan) to 65 dBA as subsequently identified by staff - <i>EMC Planning Group Inc. is willing to absorb this cost</i>	\$3,300
Cost to incorporate NEW development plan info into the proof draft EIR	\$13,695
EMC administration and coordination time to address attorney comments and prepared and produce proof draft EIR (not in original budget) – <i>EMC willing to absorb half of this cost (or \$2,266)</i>	\$4,531

Based on a review of timesheets, EMC Planning Group Inc. spent \$27,836 to prepare the proof draft EIR. Our original contract did not include preparation of a proof draft EIR; City staff indicated then that a proof draft was not necessary. We budgeted \$4,310 per our original contract to convert an ADEIR to a draft EIR. This amount was spent as part of the proof draft process to address City staff's comments and to address comments from the applicant's attorney and City Attorney regarding the organization/style of the EIR.

Subsequent to completing the original noise analysis, City staff identified that the applicable external noise exposure standard for residential uses is 65 dBA. We justifiably used a 60 dBA standard as presented in Figure X-1 in the approved General Plan and referenced in

policies N-1 and N-2. We spent approximately \$3,300 to modify the noise analysis, even though our work was consistent with the General Plan. *EMC Planning Group Inc. is willing to absorb the cost* of rectifying this policy inconsistency. Less these two costs (a total of \$7,610), the balance of the cost to prepare the proof draft EIR is \$20,226.

Of the \$20,226, \$13,695 was spent to incorporate new development plan information and graphics as requested by the City. This amount is based on a review of our timesheets. This cost is outside our original budget or any subsequent contract amendments. There should be no question as to why this cost was incurred. With this cost deducted, the balance of the proof draft cost is \$6,531. A total of \$2,000 of this owes to my and Teri Wissler Adams' attendance at the ADEIR comments review meeting at the City on August 7. This constitutes the third of three meetings that were allocated in our original budget. The balance of \$4,531 accrues to my administrative and coordination time with the City to address the applicant's attorney's comments and to costs (staff and materials) to produce the proof draft EIR. These were unforeseen costs that are attributable to the evolution of the project description and to the subsequent "higher threshold of review" undertaken by the applicant's attorney and for which a contract amendment was not previously requested. Though I believe these too are extra costs, *EMC Planning Group Inc. is willing to absorb half this amount (\$2,266).*

In summary, \$11,876 of the total proof draft cost of \$27,836 is covered under the original EMC Planning Group Inc. budget and by EMC Planning Group Inc.'s willingness to absorb half of other (non-development plan related) extra costs. The balance totals \$15,960, over 85 percent of which is due to incorporation of new information as directed by the City.

#### Draft EIR Costs

We received City staff's and Creek Bridge's comments on the proof draft EIR on October 18. I estimate that it will cost approximately \$4,000 to prepare the draft EIR. In the interest of fairness, *EMC Planning Group Inc. is willing to absorb half the cost (\$2,000)*, leaving a balance of \$2,000 in extra costs.

#### Final EIR Scope

The CEQA will face substantially greater scrutiny at a higher level of technical review than could have been known when the original project proposal was submitted in 2004. Therefore, EMC Planning Group Inc. requests an additional \$4,625 to respond to public

comments that will be more numerous and detailed. This amount represents 10 hours of a Principal Planner's time and 25 hours of a Senior Planner's time.

Attendance at Extra Meetings

Our original budget includes costs to attend three meetings. As of the August 7, 2007 meeting, we have attended three meetings at the City. At your request, we are including \$2,600 to attend an additional two meetings (i.e. joint Planning Commission/City Council session and/or public hearings).

Total Contract Amendment #7 Request

The total contract amendment #7 costs includes the balance of extra costs as noted above and extra costs to prepare the final EIR as shown in the following table:

<b>Contract Amendment #7 Component</b>	<b>Cost</b>
Proof Draft EIR Extras	\$15,960
Draft EIR preparation	\$2,000
Final EIR preparation	\$4,625
Extra Meetings	\$2,600
<b>Total</b>	<b>\$25,185.00</b>

Revised Total Contract Amount

The table below shows the new total contract amount.

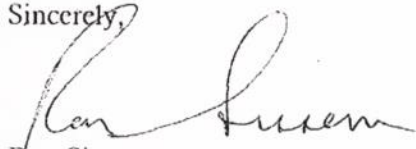
<b>Task</b>	<b>Budget</b>
Original Contract Amount	\$127,954.00
Contract Amendment #1	\$32,062.00
Contract Amendment #2	\$21,396.10
Contract Amendment #3	\$60,905.11

Contract Amendment #4	\$100,292.01
Contract Amendment #5	\$22,866.40
Contract Amendment #6	\$5,400.00
Contract Amendment #7	\$25,185.00
<b>New Total Contract Amount</b>	<b>\$396,060.62</b>

As a note, \$262,823 of the total contract amount of \$396,060.62 (or 66 percent) consists of subconsultant costs which were dominated by Higgins Associates costs. Approximately \$126,575 (or 32 percent) consists of EMC Planning Group Inc. staff time costs. The balance accrues to miscellaneous printing and communications costs.

Thank you for your assistance in moving this process forward Susan. If you have any questions, please do not hesitate to contact me.

Sincerely,



Ron Sissem  
Principal Planner