

**TOWN OF
APPLE VALLEY, CALIFORNIA
AGENDA MATTER**

Subject Item:

AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT FOR THE PREPARATION OF AN UPDATE TO THE GENERAL PLAN, ANNEXATION PLAN FOR SERVICE, A CEQA COMPLIANT ENVIRONMENTAL IMPACT REPORT FOR THE GENERAL PLAN AND ANNEXATION AND PREPARE AMENDMENTS TO THE DEVELOPMENT CODE FOR COMPLIANCE WITH THE GENERAL PLAN

Summary Statement:

Terra Nova Planning and Research was awarded the original General Plan Update contract on February 27, 2007. This contract was for an amount not to exceed \$609,870.00. The Council has previously approved three (3) additional amendments to this contract, including adding the formation of a General Plan Advisory Committee (GPAC), including thirteen (13) additional meetings with the GPAC, and adding the formation of a Development Code Advisory Committee (DCAC) to review modifications to the Development Code for consistency with the adopted General Plan. These previously approved amendments increased the original contract amount of \$609,870.00 to its current approved contract amount of \$749,020.00.

The current contract includes attendance at two (2) meetings and preparation of staff reports for two (2) Planning Commission meetings and two (2) Town Council meetings. The Planning Commission had three (3) public hearings (March 18, April 1 and April 15, 2009) to review and provide recommendations to the Council regarding the draft General Plan and EIR. The Town Council has had four (4) meetings to review the draft General Plan and EIR on May 12, June 9, July 14 and August 11, 2009. These additional meetings were not accounted for in the original budget. Also, a substantial amount of time was spent on preparing the response to comments for the Final EIR in response to the Center for Biological Diversity's thirty-five (35)-page comment letter
(Continued on next page)

Recommended Action:

Award the amended professional services contract in the additional amount of \$17,665.00 to Terra Nova Planning and Research, Inc., for professional services for the preparation of an update to the General Plan, Annexation Plan for Service and a CEQA-compliant Environmental Impact Report and Specific Plan, subject to "Approval as to Form" by the Town Attorney and "Approval as to Content" by the Town Manager.

Proposed by: Planning Division

Item Number _____

Town Manager Approval: _____ **Budgeted Item** Yes No N/A
Town Council Meeting: August 11, 2009

regarding the Draft EIR.. It is noted the Center's comments were received after the passing of the deadline for submitting comments. The original scope of work in the contract did not consider providing such an in-depth response to comments and the additional amount of preparation time, including coordination with Town staff and the Town Attorney. The original scope of the preparation of the Final EIR was anticipated to be routine response to comment letters and minimal additions to the mitigation measures, rather than the in-depth modifications prepared to the Final EIR to address issues raised about green house gas emissions, biological issues and water consumption. Until receipt of the Center of Biological Diversity's comments, the response to comments component of the General Plan Update process had been routine, with only seven (7) comment letters received in addition to the CBD letter. The original budget in the Terra Nova Professional Services agreement for the comprehensive General Plan Update identified \$6,600.00 for the preparation of the Final EIR. This amendment increases this task amount to \$16,050.00.

The net cost for these described changes to the additional hearings and the preparation of the Final EIR is an additional \$17,665.00. Approving the requested Amendment will bring the total contract cost to \$766,685.00. The amended contract is attached and shows the changes to the contract amount in bold.

Based upon the foregoing, staff recommends adoption of the form motion.

Attachment:

Revised Professional Services Agreement

AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT

THIS AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 11th day of August 2009, by and between THE TOWN OF APPLE VALLEY, a Municipal Corporation (hereinafter referred to as "TOWN") and TERRA NOVA PLANNING AND RESEARCH, INC, a California corporation (hereinafter referred to as "CONSULTANT").

WHEREAS, pursuant to that certain Professional Services Agreement dated February 27, 2007 the Town retained Consultant for the purpose of the preparation of an update to the General Plan, Annexation Plan for Service and an environmental impact report in accordance with the California Environmental Quality Act (CEQA) and preparation of a General Plan update and Annexation Plan for Service (the "Original Agreement"); and

WHEREAS, pursuant to that certain Professional Services Agreement dated September 25, 2007 the Town and the Consultant entered into an amended version of the Original Agreement for the purpose of increasing the scope of services and providing additional compensation to the Consultant for the additional services (the "First Amended Agreement"); and

WHEREAS, pursuant to that certain Amended Professional Services Agreement dated May 13, 2008 the Town and the Consultant entered into an amended version of the Original Agreement for the purpose of further increasing the scope of services and providing additional compensation to the Consultant for the additional services (the "Second Amended Agreement"); and

WHEREAS, pursuant to that certain Amended Professional Services Agreement dated November 18, 2008 the Town and the Consultant entered into an amended version of the Original Agreement for the purpose of further increasing the scope of services and providing additional compensation to the Consultant for the additional services (the "Third Amended Agreement"); and

WHEREAS, the parties now desire to enter into this Agreement in order to provide for the additional services necessary for the preparation of amendments to the Town's Development Code, including the formation of and workshops with a Development Code Advisory Committee; and

WHEREAS, it is the intent of the parties that the terms of this Agreement shall supercede and replace in their entirety the terms contained in the Original Agreement, the First Amended Agreement and the Second Amended Agreement, and

WHEREAS, Consultant has represented to Town that Consultant has the knowledge, skills, resources and experience that qualify consultant to provide said services for the Town, including related and accompanying studies, reports and all other matters described herein and any attachments hereto, including, but not limited to, the matters described in the Request for Proposal and the proposal (including but not limited to the Scope of Services), contained in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, based upon the representations of Consultant, Town desires to retain the services of Consultant to perform the activities herein described in consideration for payment to Consultant of the fees herein described, contained in Exhibit B, attached hereto and incorporated herein by this reference and in consideration of the further covenants, conditions and provisions hereinafter set forth.

NOW, THEREFORE, Town and Consultant mutually agree as follows:

1. The Town hereby retains Consultant to provide the services herein described, and Consultant hereby agrees to perform and be responsible for the performance of the professional services as set forth in the scope of services in Exhibit A hereto.

2. Payment to Consultant by the Town for the work described in the scope of services shall be billed on a monthly basis. The Town will pay Consultant a fee not to exceed the total, maximum amount of seven hundred and forty nine thousand and twenty (\$766,685.00) dollars for the services described in the attached exhibits. Payment requested for work not within the scope of this Agreement will not be honored or paid unless such extra work and payment is authorized in writing by the Assistant Town Manager of Economic and Community Development (hereinafter referred to as "Assistant Town Manager"), subject to the provisions of Paragraph 6, hereof. Increases or decreases in task requirements, changes in product format or detail, or new task requirements shall be approved in advance in writing by the Assistant Town Manager. The Town, through the Assistant Town Manager, reserves the right to direct any changes in the order of performance of any of the task requirements referenced or set forth in the proposal and/or scope of services; and where deemed to be in the best interests of the Town, the Assistant Town Manager may direct termination of the performance of any task, or any portion thereof; in the event of such termination, Consultant shall be paid only for the work performed prior to the effective date of said termination. The provision in this paragraph shall not be construed to authorize the Assistant Town Manager to approve payments for extra work which result in exceeding the total sum authorized by this contract without the prior approval of the Town Council.

3. Consultant shall invoice the Town monthly in accordance with a work and payment schedule, approved in advance by the Assistant Town Manager. Said monthly invoices shall include the work performed by task, rate, and a task progress status report in a form and with such additional information satisfactory to said Assistant Town Manager. Payments to consultant for approved work and accepted submitted products shall not be unreasonably withheld and under no circumstance shall be delayed for work performed beyond 60 days from receipt of invoices without prior notification to Consultant of the reasons for withheld payments.

4. The Town has an interest in the qualifications of and capability of the person and entities who will fulfill the duties and obligations imposed upon Consultant by this Agreement. No assignment of this Agreement or of any rights hereunder, and no delegation of any performance or obligation of performance hereunder shall be made, either in whole or in part, by Consultant without the prior written consent of the Town. Consultant has or will provide all personnel required to perform services under this Agreement. All subcontractors or sub-consultants to be secured by Consultant must have the prior written approval of the Town through the Assistant Town Manager. All of the services will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized and permitted under State and local laws to perform such services, and shall be subject to the written acceptance of the Assistant Town Manager.

5. Upon completion of each phase of work, Consultant shall submit to the Town a status report on the services performed thus far. Consultant will also timely provide any “deliverables” completed during that phase.

6. Town may request Consultant to perform additional services not contemplated by the scope of services. Prior to the commencement of such additional services, the exact nature of such services and the cost to the Town thereof shall be set forth in a written agreement signed by the parties hereto.

7. Consultant shall complete the scope of services so as to allow for completion for the entire project. Consultant acknowledges, and the parties specifically agree that time is of the essence in the performance of the services required to be performed under this Agreement. Consultant will complete the task requirements to meet the schedule referenced in the proposal and/or scope of services and included in Exhibit A, attached hereto, subject to such schedule alterations by the Assistant Town Manager as are permitted herein.

8. At the completion or termination of this Agreement, all data, studies, and any other information, work products, memoranda, documents or writings, created or generated in connection with the performance of this Agreement belong to and shall be delivered to the Town for its keeping, by delivery of same to the Assistant Town Manager. Consultant may retain copies of these materials for its use or purposes.

9. Consultant will perform the services set out in this Agreement or will cause performance of said services to occur, as contemplated herein, in accordance with the generally accepted standards for performing similar professional services within the State. Town has relied on Consultant’s representations for quality and professional work as an inducement to enter into this Agreement.

10. In the event Consultant defaults in the performance of any of the terms of conditions of this Agreement, and said default is not cured within seven days after notice thereof by the Town, then Town at its option, shall have the right to terminate this Agreement, without waiving any other rights it may have against Consultant for damages or other relief as permitted by law.

11. The failure of the Town to insist upon the strict performance of any of the provisions of this Agreement, or failure to exercise any other right, option or remedy hereby

reserved or as permitted by law, shall not be construed as a waiver for the future of any such provisions, right, option, or remedy, or as a waiver of any subsequent breach thereof.

12. This Agreement may be terminated by the Town by seven days written notice for any reason. If this Agreement is terminated by the Town, and provided Consultant is not then in breach, Consultant shall be paid for services performed to the termination notice date.

13. Consultant, and each of its employees, agents, subcontractors and representatives, is and shall act hereunder as an independent contractor, and is not an employee of the Town for any purpose.

14. All notices to be given hereunder shall be in writing and shall be deemed to have been given, if delivered in person, or two days after mailing if properly addressed and mailed, with full postage prepaid, by certified or registered mail with return receipt requested. Notice to the Town shall be sufficient if sent to:

Assistant Town Manager of Economic and Community Development
Town of Apple Valley
14955 Dale Evans Parkway
Apple Valley, CA 92307

Notice to Consultant shall be sufficient if sent to:

Terra Nova Planning and Research, Inc.
Nicole Sauviat Criste, Vice President
400 S. Farrell, Ste B-205
Palm Springs, CA. 92262

Each party hereto may change the address at which it receives written notice by so notifying the other party in writing.

15. The Assistant Town Manager or his representative shall represent the Town in all matters pertaining to the administration of this Agreement, including without limitation, attending all necessary meetings and conferences, and review and approval of all products submitted by Consultant, but not including the authority to enlarge the scope of work or increase the compensation due Consultant; although Consultant shall be responsible for coordination of all necessary meetings and conferences, and will coordinate all public information and participation activities.

16. Consultant shall keep separate books of accounts in connection with the work to be performed under this Agreement. These books shall be subject to audit by the auditor, controller, accountant manager, or other financial officer of the Town or that officer's designate. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records and supporting details shall be retained for a period of at least three years after the expiration of the term or of the termination of this Agreement.

17. No information, including photographs, public announcements or confirmation of same, or any part of the subject matter of this Agreement or any phase of any program hereunder shall be made public without prior approval of the Assistant Town Manager.

18. It is agreed and understood that Consultant will not be engaged in private work projects in the project work area while Consultant is employed by the Town. The "project work area" for purposes of this paragraph includes the area of the proposed project and the surrounding vicinity which may be significantly impacted by the proposed work hereunder. In any event, Consultant shall not engage in any private work which would constitute a conflict of interest with respect to the services performed under this Agreement.

19. Consultant shall defend (with attorneys approved by Town), hold harmless and indemnify the Town, its officers, employees and agents against liability (whether bodily injury, including death, and/or property damage and/or any other losses, claims, damages, actions or judgments) arising or alleged to arise out of the wrongful or negligent acts or omission of Consultant or its officers, agents, employees, subcontractors or representatives in the performance of the services set forth in the attached exhibits or this Agreement. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Town, its officers, employees and agents

20. As a condition precedent to the effectiveness of this Agreement and in partial performance of Consultant's obligations hereunder, Consultant, at its expense, shall deliver to Town for approval, certificates or policies of insurance as required in Exhibit C, attached hereto.

The Town shall also be named as an additional insured under said policy or policies of liability insurance, which insurance shall be primary and not contributing with any other liability insurance available to the Town. Consultant and its insurance carrier shall be required to inform the Town in writing of any change, expiration, cancellation or renewal of any insurance policy or policies within 30 days prior to the effective date thereof, and where applicable, an appropriate rider or addition shall be made to said policy relating thereto acceptable to the Town; and if any insurance required herein is cancelled or reduced in coverage, Consultant shall promptly provide replacement coverage acceptable to the Town.

21. Should any section or any part of this Agreement be rendered void, invalid or unenforceable by any court of law, any such final determination shall not render void, invalid or unenforceable any other sections or portions of this Agreement unless the Town determines in writing that its purpose cannot be accomplished by the remaining provisions not so invalidated.

22. This Agreement has been made and entered into in the State of California, and the laws of the State of California shall govern the validity and interpretation hereof and the performance hereunder.

23. This Agreement contains the entire understanding of the parties, and there are no further or other Agreements or understandings, written or oral, in effect between the parties hereto relating to the subject matter hereof, and any prior understanding or

Agreement of the parties shall not be binding unless set forth herein, and, except to the extent expressly provided for herein, no amendments of this Agreement may be made without the written agreement signed by both parties hereto.

24. Should litigation or arbitration occur between the parties hereto relating to the provisions of this Agreement, all reasonable litigation or arbitration expenses and costs, including reasonable attorney's fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.

25. Consultant represents that it has all personnel required in performing the services under this Agreement. All such personnel shall be fully qualified, and, where applicable, shall be licensed or otherwise authorized under State and local law to perform such services.

26. Consultant shall not be liable for delays in the performance of this Agreement caused solely by acts of God or similar events beyond the control of Consultant, unless said events could have been foreseen or said delay or any portion thereof could have been avoided.

27. Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. Consultant shall take appropriate action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with all applicable Federal laws and Executive Orders and relevant orders of the Secretary of Labor, with all State and local laws and affirmative action compliance programs and other applicable rules and regulations of all government and administrative agencies relating to any and all performance under this Agreement.

28. This Agreement binds Consultant, and its successors and assigns, although this paragraph shall not be construed as permitting any assignment, subletting or transfer of any interest, rights or obligations of Consultant under this Agreement without the prior written consent of the Town.

29. The Town and Consultant shall act in a reasonable manner to ensure the timely and efficient completion of this Agreement.

30. Ownership of Materials.

a. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Town to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of Town, and shall not be

used in whole or in substantial part by Consultant on other projects without the Town's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to Town reproducible copies of all Documents & Data, in a form and amount required by Town. Town reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by Town at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to Town upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to Town any such documents pending resolution of the dispute.

b. Subconsultants. Consultant shall require any subconsultants to agree in writing that Town is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the Town.

c. Right to Use. Town shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of the project described herein or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this project without employing the services of Consultant shall be at Town's sole risk. If Town uses or reuses the Documents & Data on any project other than this project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the Town upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

31. The recitals set forth above are true and correct and are incorporated into this Agreement by reference as though fully set forth herein.

32. The terms contained in this Agreement supercede and replace in their entirety the terms contained in the Original Agreement, the First Amended Agreement and the Second Amended Agreement. The parties agree that the terms contained herein are effective and binding upon the parties as of February 27, 2007, the date of the Original Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement at Apple Valley, California, effective the day and year first above written.

[Signatures on following page]

SIGNATURE PAGE
TO
AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT
TOWN OF APPLE VALLEY, CALIFORNIA

BY: _____
Honorable Richard Roelle, Mayor

ATTEST:

Ms. LaVonda M. Pearson Town Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Mr. John Brown, Town Attorney

Mr. Frank Robinson, Town Manager

CONSULTANT
Terra Nova Planning and Research, Inc

Nicole Sauviat Criste, Vice President

EXHIBIT A

Town of Apple Valley General Plan & Environmental Impact Report

3.0 SCOPE OF WORK

3.1 Introduction

Our scope of work has been developed on the basis that Terra Nova will provide turn-key service to the Town, and meeting our goal as a firm, to become an extension of Town staff for the General Plan process. We cannot be effective for the Town otherwise, and feel strongly that our most important role in this process is to integrate into the Town's procedures and systems, and not be a burden or inconvenience to anyone involved in the process. We will assume responsibility for all processing tasks, including the posting of notices, transmittals to agencies, and preparation of public notices.

3.2 Understanding of the Project

The Town wishes to update its General Plan to assure the cohesive development of the Town for the next 10 to 20 years. We will identify issues through the public participation process, but based on our recent experience with the North Apple Valley Industrial Specific Plan, we understand that some of the issues which will shape the document include residential densities, and the pressure of the development community to increase densities beyond the half-acre minimums established by the Town in the past for single family residential development; the provision of housing for the anticipated job base created by the Town's growing commercial base, and the businesses which will locate in the Industrial Specific Plan area; the continued expansion of the commercial and industrial land uses in the Town to assure long term economic health; the transportation challenges associated with the existing Highway 18 and the coming High Desert Corridor; the long term preservation of the Town's character and quality of life.

It is also our understanding that the Town wishes to include a number of specific analyses into the General Plan process, including infrastructure, parks, and sphere of influence areas. These analyses are listed individually in the task described below.

Although the entire sphere will not be included in the General Plan process, selected areas will be folded into the process, to ease annexation. At a minimum, we expect to process the necessary documentation to annex the "Golden Triangle" at the northwest boundary of Town, and other areas may be considered and added. We would expect that the boundaries of the annexation area(s) will be established through discussions with Town staff, and input from community leaders. It is our understanding from discussions with Town staff that the annexation would be processed concurrent with the General Plan, not ahead of its completion. We would therefore propose to include the necessary environmental analysis in the General Plan EIR, so that the EIR will serve as the CEQA document for the annexation process. The annexation area will be called out in each analysis area as a separate section, so that LAFCo can clearly see the environmental analysis for their purposes. We completed such an EIR as part of the City of La Quinta General Plan process, although the annexation itself has not yet been completed. All other application materials and associated

documentation will be prepared separately, as required by LAFCo and state statutes, and submitted to LAFCo for processing. LAFCo will not complete the annexation until the Town's processes have been completed, including the certification of the EIR, so should the Town wish to move the annexation through at an accelerated rate, a separate environmental document would need to be prepared. Although not included in our budget, we can provide the Town with a cost estimate, should this be required.

We also understand that the Town will include community participation in the General Plan update process, and solicit input from stakeholders throughout the community, and from all walks of life. As described in our scope of work below, we also recommend the involvement of the community at large, through use of the Town's website and other means, to inform all interested parties of our progress throughout the process.

Finally, we understand that the Town wishes to complete the process in 18 months, and have tailored our project schedule to that end. We have found that 18 months is typical for such a process, and believe that with the exception of the annexation processing through the County, the Town's timeline can be met. As the Town is aware, we completed the North Apple Valley Industrial Specific Plan on time and under budget, and have a strong reputation for timely and cost-effective performance.

3.3 Project Tasks

The proposed scope of work assumes a close and integrated working relationship between Terra Nova and Town staff to achieve the Town's goals for this project. A regular schedule of meetings, where Planning staff and Terra Nova can report on progress, discuss issues and process the document, including bringing in other department staff when needed, will assure the timely completion of all the project components.

This scope of work has been developed based upon the Request for Proposals (RFP), and consultations with Town Planning staff. The scope has also been developed based upon discussions with members of the Terra Nova consulting team. Where we felt it important, either technically or to assure a successful process, we have added to the Town's requested scope or product list. The Scope of work is organized sequentially, and sets forth the general order in which tasks will be accomplished.

Specific Project Tasks

- ❖ Review all available data and information of Town, previous studies and analyses, and determine other information needed to prepare expanded background information for General Plan and supporting environmental documents.
- ❖ Establish project work and meeting schedules with Town Planning staff and General Plan Advisory Committee (GPAC) to assure a logical and orderly drafting and review of General Plan elements, land use map alternatives and support information. Initiate monthly meetings with Town staff (throughout the project, special or additional meetings may be necessary to address specific issues; we have planned for 24 meetings with staff in the 18 month process).
- ❖ Initiate in-house and subconsultant work on special areas of concern, including traffic study, noise monitoring and impact analysis, seismic/geotechnical research and reporting, cultural and biological resource assessments, and other areas where staff or sub-consultants can begin

formal research and analyses. The special studies to be prepared, and their scope, are summarized below.

- **Biological Resources Analysis:** The biological resources analysis will include an inventory of known species in Town and the annexation area based on records searches, on-site analysis, and consultation with responsible agencies. The status of these species, and the level of analysis required for future projects will be described. Areas of sensitivity will be mapped.
 - **Cultural Resource Analysis:** The cultural and paleontological resource analysis will include descriptions of archaeologically, historically and paleontologically sensitive areas throughout Town and the annexation area based on records searches and on-site analysis. Mapping of areas of sensitivity will be included. Areas requiring project-level field surveys will be identified. Terra Nova will also work with the Town in completing the required Native American consultations (SB 18).
 - **Noise Impact Analysis:** The noise analysis will include short-term monitoring at 15 locations and 24 hour monitoring at 3 locations to characterize the existing noise environment, as well as determining existing noise contours for up to 30 roadway segments. General Plan build out noise contours will be developed for 30 roadway segments. Noise levels at the airport will also be characterized from existing data.
 - **Traffic Impact Analysis:** The traffic analysis will include analysis of up to 40 intersections, to be identified in cooperation with the Town Engineer. Existing conditions for these intersections will be developed through traffic counts and background data from various sources. A Town model will be developed, based on traffic analysis zones (TAZ) developed in cooperation with the Town.
 - **Air Quality:** A variety of data associated with land use designations, traffic, housing units, and commercial and industrial development will be analyzed to assess potential impacts to local and regional air quality. The analysis will assess for a variety of gases, as well as particulates (PM10), and provide strategies and programs for optimum mitigation.
 - **Geotechnical and Flooding Analysis:** This analysis will include data on seismicity, seismic hazards, expansive soils, and flooding hazards in Town and the annexation area. Recommendations for future development will be made. Maps of each hazard type will be generated.
 - **Infrastructure Analysis:** The infrastructure analysis shall be compiled from existing water, sewer, public services and utilities data, showing existing conditions, and making recommendations for General Plan build out needs.
 - **Parks and Recreation Analysis:** This analysis shall be compiled from existing data, on parks and recreation facilities, showing existing conditions, and making recommendations for General Plan build out needs.
- ❖ Prepare list of stakeholders for interviews and community meetings in consultation with Town staff. Terra Nova will need input from Town staff and others on those who should be interviewed either individually or in small groups, and those who should be invited to community meetings. Interviews have been estimated for 30 to 35 individuals or small groups. Interviews and community meetings shall be led by Terra Nova and include Town staff when appropriate (all community meetings should be attended by Town staff, whereas individual interviews can be conducted by Terra Nova). Community meetings should be divided by neighborhood or interest groups, and at a minimum should include:

- Chamber of Commerce/Business
 - Public Utilities/Public Services
 - South Side Residents/Property Owners, and 4 to 5 more neighborhood groups, to be determined with staff's assistance geographically or by other definition
 - Equestrian, Trails and Open Space Interest
 - Annexation Area
 - Community-wide Interest, open to the general public, and focusing on land use and transportation
- ❖ Prepare exhibits, handouts and other materials to assist in conducting interviews and community meetings.
 - ❖ Prepare Community Issues report of all interviews and community meetings which includes summaries of all discussions; common threads found through the process; existing conditions; constraints and challenges; issues of importance for the Town's future; and an evaluation of the trends found and the potential policy direction needed for the General Plan. The summary report should be posted on the Town's website, and a newsletter or newspaper article released at its completion, to broaden the community outreach, and introduce the preparation of the land use mapping alternatives process to the community.
 - ❖ Prepare Land Use Map alternatives, to include special focus areas as determined by the interviews and meetings. We would anticipate that 6 to 8 focus areas are likely to develop, which will each require 3 alternatives for community discussion.
 - ❖ Prepare for and lead community workshop and Planning Commission/Town Council study session on Community Issues report and land use alternatives.
 - ❖ Research, document and, in many instances map resources for presentation and eventual integration into General Plan and Program EIR. Research is envisioned to go forward on all fronts and to be conducted in logical groups based upon inter-relatedness and hierarchy of issues. For instance, air quality, noise and circulation elements will be developed concurrent with analyses of land use plans.
 - ❖ Initiate and continue with staged drafting and editing of updated elements and supporting maps and graphics of the General Plan, including legal requirements, background information, constraints and opportunities and goals, policies and programs. Terra Nova will develop a review schedule with Town staff for individual components of the document, so that there is an on-going review of elements of the General Plan to assure that we are taking the right direction for the document.

We recommend that the Community Issues report be summarized in the General Plan (providing a "vision statement" or basis for the document), and that the General Plan include not only goals, policies and programs, but a background section in each element which provides data and information on existing conditions and build out, to demonstrate how the goals, policies and programs were developed. Such background information will also be useful for staff, appointed and elected officials, the development community and the general

public in developing special studies for projects in the future. General Plan elements are proposed to be divided into chapters as follows:

- Community Development Chapter
 - Land Use
 - Circulation
 - Open Space and Conservation
 - Housing
 - Parks, Recreation and Trails
- Environmental Resources Chapter
 - Air Quality
 - Energy Resources
 - Mineral Resources
 - Biological Resources
 - Archaeological, Historic and Paleontological Resources
 - Water Resources
- Environmental Hazards Chapter
 - Noise
 - Soils and Geology
 - Flooding and Hydrology
 - Hazardous Materials
- Public Infrastructure and Services Chapter
 - Police and Fire
 - Schools and Libraries
 - Water, Sewer and Public Utilities
 - Emergency Preparedness
 - Public Buildings and Facilities

- ❖ Coordinate Terra Nova/Town team document completion of draft General Plan and supporting maps and exhibits. Facilitate final review of draft General Plan document and make final revisions, resulting in a “transmittal draft”.
- ❖ Prepare for and lead one community workshop and one Planning Commission/Town Council study session on the Draft General Plan and Land Use Map.
- ❖ Terra Nova shall prepare the CEQA Initial Study Checklist and Notice of Preparation on the General Plan update and annexation project. An NOP transmittal list shall be prepared and approved by Town staff, and Terra Nova shall transmit the NOP to the State Clearinghouse and other responsible agencies. Terra Nova shall also prepare appropriate CEQA related Public Notices of Completion, Availability, Determination and other CEQA documentation.
- ❖ Terra Nova shall complete the draft EIR evaluating the proposed General Plan update and land use alternatives, as well as annexation area. As required, an air quality analysis and Water Supply Assessment shall be prepared as part of the EIR document. All special studies listed above will also be integrated into the document, and included in the appendix in their entirety. Town staff shall review the screencheck EIR prior to transmittal. Final revisions and transmittal of revised Draft General Plan and Draft EIR for public comment shall be accomplished by Terra Nova.
- ❖ Over the course of the project, Terra Nova shall prepare public notices, project updates, schedules and other information for publication in the Town newsletter, local newspaper, and on the Town’s Web site.
- ❖ Terra Nova shall prepare resource and land use maps in ARC/VIEW format. Once adopted, maps shall be mounted on Town’s computers using e-mail, CD ROM, Zip-drive versions or other appropriate methods of transfer. Technical support shall also be provided in this regard.
- ❖ Coordinating with Town staff, Terra Nova shall collect comments on the Draft General Plan, summarize comments and draft responses to same, as appropriate. Terra Nova staff shall also prepare responses to comments on the Draft EIR and shall submit same to Town staff for review prior to finalizing responses and incorporation into the Final EIR.
- ❖ Any necessary findings of overriding consideration would be expected to be made by Terra Nova, in consultation with Town staff.
- ❖ Terra Nova shall be responsible for the preparation of staff reports and other materials to accompany documents to be provided to Planning Commission and Town Council prior to consideration of the project at respective public hearings.
- ❖ Terra Nova and Town staff shall coordinate Terra Nova’s presentation of the Draft General Plan and annexation, the draft and final EIR, and recommendations at 2 public hearings before the Planning Commission and 2 before the Town Council.
- ❖ Terra Nova shall prepare all necessary materials for the annexation efforts, including resolutions and pre-annexation zoning, plan of services, legal descriptions, etc., and submit same to Town staff for review. Terra Nova shall submit the application to LAFCo for review

(the Town shall be responsible for the payment of any and all filing fees due LAFCo). Terra Nova shall attend one LAFCo hearing with Town staff.

- ❖ Terra Nova and Town staff shall work cooperatively in the completion of Final EIR documentation and final approved version of General Plan and Zoning Ordinance, and provision of a print master for the General Plan and associated exhibits.
- ❖ Terra Nova shall prepare and facilitate the filing of the Notice of Determination with the County Clerk and the State Clearinghouse.
- ❖ A print master of the adopted General Plan and EIR shall be provided to Town in hardcopy and on disk in Microsoft Word and Adobe Acrobat.
- ❖ Terra Nova staff and its consultants shall be available on an on-going basis to respond to any questions or other calls for assistance in implementing the new General Plan or Final EIR.

3.4 Approach and Methodologies

Introduction

Terra Nova shall use the following approach and methodology for preparing the Town's General Plan update, and associated environmental analysis and processing. The updated Plan shall provide clear and concise goals, policies, and programs based upon a sound foundation of research and information. These documents shall be written and illustrated to enhance understanding of issues and to provide useful long-term and user-friendly sources of information and development guidance. The emphasis on the Plan shall be as functional, user-friendly document, which consolidates the full range of issues in a manner that is thoughtful and balanced throughout.

Approach

Terra Nova shall use a coordinated and integrated team strategy that relies on regular and on-going contact and consultation, and a practical and efficient approach to the development of the Plan and environmental review. As discussed elsewhere in this scope of work, the update process is integrally tied to the statutes and guidelines of the California Environmental Quality Act. State General Plan Guidelines require that detailed information be collected and analysed as part of the General Plan development process.

It is important that the numerous characteristics of the community and surrounding areas are clearly defined and updated at the outset, and that a description of the planning area be presented in sufficient detail to assess and review the value of the Plan, and the effects associated with its implementation.

Terra Nova/Town Team Approach: Relying on a close and on-going consultation and coordination team approach, Terra Nova and Town staff will prepare a refined strategic plan outlining project tasks and milestones, including collection of data and information, development of baseline mapping systems compatible with Town capabilities, and schedule the development and review of the draft General Plan. The structure and format of the planning documents to be generated will also be developed by the Town/consultant team. Monthly meetings will also be held at the Town, where the progressive review and evaluation of research, analysis and work product will keep the project on track. As noted above, the monthly meeting schedule may need to be augmented at certain times when issues or deliverables require additional attention.

Administrative Services: Terra Nova shall provide planning, environmental and administrative support, and shall serve as a direct extension of Town staff through the preparation of the documents, as well as the preparation and mailing of the NOP, NOC, draft and final documents, and NOD. Terra Nova shall also be responsible for the preparation of the Notice of Availability and other public notices required to complete this process. Public notices shall be provided to the Town Clerk's office for publication. Other cost-effective administrative support services can also be provided throughout the process.

Data Collection/Information Gathering: Terra Nova and Town staff shall pool their resources and capabilities to develop and organize data and information from all available sources. The collection of data and information, and the characterization of the physical, regulatory and socio-

economic environment shall be researched and presented. The comprehensive update of community setting discussions will provide the current context, and will bring together information and data from a wide variety of sources, including interviewees, community group discussions and other public agencies.

Research and analysis associated with environmental issues will identify current conditions and focus on the potentially significant impacts associated with the implementation of the General Plan. At this stage in the analysis, direct and indirect impacts on the environment and community resources will be identified and described in detail. Immediate, near-term impacts, as well as long-term (build out of Town General Plan area) impacts, will be assessed. This assessment will include a discussion of all relevant specifics, including environmental and man-made resources, alterations to ecological systems, geotechnical and flooding hazards, and changes induced by population distribution, land use patterns, and health and safety issues.

Mapping Resources: The limits of the study area and boundaries of the planning area are expected to include the incorporated Town limits, and portions of outlying lands within the Town's sphere of influence. It may be appropriate to expand the boundaries of area-specific data collection and analysis. Terra Nova will develop original mapping resources in ARC/VIEW format. Utilizing these and other sources, large-scale maps will be generated and reproduced for Town and public use. In-house information mapping will also allow a closer look in the future at technical, economic and environmental characteristics that place demands on public services and infrastructure.

General Plan Policies and Programs: Cities and counties are directed by the State of California to prepare and implement General Plans that are logical and community-enhancing land use regulating documents. The General Plan serves as the "Town constitution" and should be accessible to and understood by average residents of the community. The General Plan must clearly state the goals, policies and programs the Town will follow and implement, and must provide informational summaries and discussions to adequately explain why the goals, policies and programs were adopted. We envision development of an updated document that incorporates all of these elements.

Town and Terra Nova staff will jointly plan the sequence of General Plan element preparation, based upon the inherent logic associated with data and information collection and the hierarchy of elements comprising the Plan. We propose to prepare draft elements for joint review. Once staff feedback has been received, the element will be amended into a final draft that will be ready for presentation to the community, the Planning Commission and the Council.

Typically, this process starts with technical elements that address baseline environmental issues and public services and facilities, including flooding and hydrology, air quality, biological and cultural resources and noise, as well as police and fire protection services. These provide the foundation for those elements which deal with and clarify elements reflecting community values, including community design, land use, transportation, housing and economic development.

General Plan Text Drafting: Terra Nova understands that the consultant will act as an extension of Planning staff and will have primary duty of drafting text and preparing graphics for various elements of the General Plan. The format of the General Plan will, at a minimum,

include the seven mandatory elements. A recommended General Plan format is further discussed below. We will work closely and integrally with Planning and other department staff to develop preliminary elements and necessary and appropriate levels of background information.

Public Input Workshops: The Terra Nova scope of work provides for a total of 12 public workshops, to be held throughout the process. These workshops will provide the public with opportunities to describe their hopes and aspirations for the community, express concerns regarding existing conditions and trends, and provide input on how the Town should be planned for future growth and/or redevelopment. Public workshops will also provide an opportunity for residents and landowners in the unincorporated portions of the planning area to make their views known. Input will be carefully documented, reported up in the Community Issues report and used in the Plan's development.

Two additional workshops are planned through the preparation process, one to address land use mapping, and one to present the document as a whole, prior to public hearings. The format and content of all public workshops will be developed in consultation with Town staff, and based on prior experience in other communities.

Joint TC/PC Study Sessions Preparation and Facilitating: The scope of work provides for two joint study sessions of the Planning Commission and Town Council. This will be an effective way of solidifying consensus on the Plan. The study sessions will follow the last two workshops described above, and should be sufficiently detailed to give Terra Nova and staff confidence that the land use map and General Plan document are on the right track for public hearings. This issue shall be further refined during the Terra Nova/Town strategic planning process.

Program EIR and Project CEQA Streamlining: The CEQA Guidelines provide clear support for tiering off of a previously prepared EIR and utilizing applicable analysis in reviewing a project. Aspects of anticipated future projects, such as land use types and intensities, shall be included in the EIR project description and evaluated within the Program EIR format. This approach will facilitate the preparation of subsequent project-specific Mitigated Negative Declarations.

As cited in the State CEQA and General Plan Guidelines, and OPR advisories, General Plan EIRs are expected to be conceived with long-term planning horizons. Although environmental issues become more pronounced the further out the planning activity is projected, it is the nature and purpose of a General Plan to look to the long-term consequences of future community development. Difficult issues, such as the need for future roadway capacity and other infrastructure, shall be planned in this fashion. In this manner, the Town will evaluate the consequences of the General Plan project, and establish a Plan that achieves the Town's goals without sacrificing development and community design standards, or quality of life.

General Plan Format and Environmental Documentation

A Comprehensive General Plan

A first consideration for the General Plan is that it clearly provide important, relevant and useful background information, and that the goals, policies and programs flow naturally from the local conditions, circumstances and community aspirations. The General Plan must be accessible, easy to use, well cross-referenced, and fully integrated. This is the type of General Plan document we plan to prepare for the Town of Apple Valley.

Terra Nova suggests a format and structure for the General Plan, which will effectively meet the Town's goals while providing an accessible, user-friendly and integrated document. The rationale for General Plan goals, policies and programs are frequently challenged by public officials, members of the development community and the general public. Integrating concise background information into the General Plan elements will provide a clear understanding of the logic of the Plan without creating a large and unwieldy document. This approach also addresses essential mandates of the California General Plan Guidelines and helps to assure Plan defensibility.

Recommended General Plan Format: The various elements of the General Plan, including those seven mandated by the California General Plan Guidelines, fall neatly and logically into a few categories, which we propose to organize as chapters of the Plan. These chapters will be prefaced by an "Introduction to the General Plan", which briefly describes the planning area, the relationship of the General Plan and Program EIR, the General Plan development process, and other information. The chapter breakouts we have found most effective include:

- Community Development Chapter
- Environmental Hazards Chapter
- Environmental Resources Chapter
- Public Services and Facilities Chapter

Introduction to the General Plan

This chapter serves to orient the reader to the General Plan and explains the document content and format, including the chapters and their elements, determining consistency with the General Plan, amending the General Plan, the purpose and scope of Specific Plans, and other means of implementing the General Plan. Other components and aspects of the Plan are also discussed in this chapter, including environmental resources and hazards maps, community design and planning concepts, and procedural matters.

Community Development Chapter

The Community Development Chapter would include the following elements: Land Use; Circulation; Housing; Open Space and Conservation; Parks and Trails. The elements of this chapter significantly influence the character and quality of life in the community, the types, distribution and intensities of land use, the provision of open space, parks and recreational facilities, the preservation of scenic vistas, and similar quality of life issues.

This chapter will include the mandated Housing Element update, with new RHNA assignments currently being developed by the state and SANBAG. For purposes of this proposal, we have assumed that the RHNA negotiations will be concluded by the Town prior to our initiating the

Housing Element process. All of the components required by law will be included in the Housing Element, including the analysis of past Element performance, statistical data, and goals, policies and programs required to implement the RHNA assignments. Our scope and budget also include submittals to the Department of Housing and Community Development, negotiations in consultation with Town staff with the Department, and ultimately certification of the Element by the State. In the last cycle of housing elements, Terra Nova undertook the preparation of five housing elements, all of which were ultimately certified as complete by the State.

Environmental Resources Chapter

This chapter of the General Plan discusses the environmental resources of the community and the surrounding areas. The elements addressed in this chapter would include Biological Resources; Archaeological, Historic and Paleontological Resources; Water Resources; Air Quality; and Energy and Mineral Resources. The Town of Apple Valley has substantial environmental resources, which contribute to the quality of life for the Town's residents and may be of vital importance in economic development and the development and enhancement its economy. This chapter will address the importance of and need for the thoughtful use and conservation of these valuable resources.

Environmental Hazards Chapter

The Town is subject to and must accommodate some potentially significant environmental hazards, particularly those associated with hydrologic conditions. This chapter addresses both man-made and natural environmental hazards, which occur in the Town and the surrounding areas. General Plan elements that will be discussed in this chapter include Geotechnical; Flooding and Hydrology; Noise; and Hazardous and Toxic Materials. The assessment of and planning for these hazards or constraints is the primary purpose of this chapter of the Plan.

Public Services and Facilities Chapter

This chapter of the General Plan addresses the public services and facilities needed to support existing and future development in the Town of Apple Valley. General Plan elements that will be found in this chapter include Water, Sewer and Utilities; Fire and Police Protection; Schools and Libraries; Emergency Preparedness; and Public Buildings and Facilities. The levels of service needed for residential, commercial and industrial development is directly related to the intensity and distribution of development in the community, and will be documented in the infrastructure study called for in our scope of work. We proposed to develop that study from existing information, and do not plan on original mapping or research for this effort. The economic life of the Town is tied to the level of services, the types and intensities of land use, the demand for services and the revenue generating potential of urbanizing areas.

General Plan Maps and Graphics

Terra Nova will use two different approaches to General Plan mapping and graphics preparation. For the General Plan land use maps, we will be using ARC/VIEW and will provide these maps in a format that can be fully utilized, manipulated and updated with the Town's ARC/VIEW programs. Other mapping and graphics software may be used for small, illustrative maps and graphics, which will be embedded in the General Plan elements and the Program EIR. All maps and exhibits will provide clear and effective communication of data and information for the professional planner, Town officials and the general public.

General Plan land use and other maps will be printed in full color. We can also generate these maps in high-resolution black & white format so they can be cost-effectively printed on standard photocopying machines for inexpensive distribution.

Annexation Process

The Town's sphere of influence, as assigned by LAFCo, encompasses a large area, well beyond the Town's current expansion plans. Portions of this sphere are to be integrated into the General Plan, and "pre-planned" as part of this process. This is also the most cost-effective method of handling the process. Terra Nova will prepare the required pre-annexation resolutions, ordinance and staff reports, plan of services, and application materials for submittal to LAFCo at the end of the process. Our scope of work and budget also include guiding the applications through LAFCo, and presentations at LAFCo hearings on the matter. As previously stated, we also recommend that the annexation area be analyzed in the General Plan EIR, so that the EIR can serve as the CEQA documentation for the project. The annexation area would be called out separately throughout the EIR, so that the analysis can be clearly demonstrated. We would anticipate that the annexation process would extend three to five months beyond the adoption of the General Plan, depending on LAFCo's schedule at the time. Should the Town wish to process the annexation ahead of the General Plan, we would propose the preparation of a Mitigated Negative Declaration, and can provide the Town with a scope and budget for that document.

Town of Apple Valley

General Plan & Environmental Impact Report

PROPOSED AMENDMENT #1 – APPLE VALLEY GENERAL PLAN AND EIR

Introduction

The Town has directed Terra Nova to amend its budget to address changes directed by the Town Council. Specifically, the Council has directed that a General Plan Advisory Committee (GPAC) be formed, and review the Land Use Element and associated Land Use Map for the General Plan. The following scope of work and budget address the changes requested. The scope of work is divided by budget category.

Client Consultation Meetings

The addition of the GPAC will result in additional meetings with Town staff due to the extension of the process. It is estimated that the GPAC process will extend the General Plan timeline by approximately 6 months. In addition, staff meetings will be extended to accommodate review of sub-sections of the Land Use Element and Map, and preparation for GPAC meetings. Time allotted: Principal: 40 hours; Senior: 40 hours.

Materials Preparation, Sphere of Influence Pre-Zoning

This category allows time and materials for the preparation of materials for the assignment of land use designations and zoning designations to lands in the Town's sphere to the east and south. This category also includes legal assistance in preparation of an opinion on the process required for pre-zoning. Time allotted: Principal: 20 hours; Associate: 30 hours; Legal: 30 hours.

GPAC Meetings and Preparation

This new category allows for 8 meetings with the GPAC to review the Land Use Element and Land Use Map. Materials will be prepared in advance of the meetings, and distributed to GPAC members for their review prior to each meeting. The division of the document will be determined through coordination with Town staff. Time allotted: Principal: 100 hours; Senior: 100 hours.

General Plan Documentation and Drafting

An addition has been made to this category to allow for the time necessary to re-draft the General Plan based on GPAC changes. Time allotted: Associate: 50 hours.

GPAC Generated Land Use Analysis

This category expands on the Land Use Alternative category already in the budget, and allows for time needed to calculate land use mapping changes in terms of density, units, square footage, etc., and to compare these changes to the existing, and eventually the preferred land use alternative. Time allotted: Principal: 20 hours; Senior: 20 hours.

GPAC General Mapping Changes

This category assigns time to the preparation of alternative maps, and the corrections and changes likely to be required to the Focus Areas and overall land use map. Time allotted: Principal: 20 hours; Graphics: 40 hours.

Administrative Assistance

This addition to an existing budget category includes the provision of secretarial services for GPAC meeting minutes, and the preparation and mailing of GPAC meeting materials for up to 8 meetings. Time allotted: Administrative Assistant: 120 hours.

Miscellaneous Printing

This addition to an existing budget category allows for the photocopying of materials for distribution to the GPAC. This is a reimbursable category, and will be billed on a cost basis.

Miscellaneous Office for Additions

This addition to an existing budget category allows for the additional phone, fax, per diem and similar charges to be incurred due to the addition of the GPAC, and the additional time associated with General Plan preparation. This is a reimbursable category, and will be billed on a cost basis.

3.5 Project Schedule

The General Plan update schedule is depicted below, and assumes a start date of March, 2007 and completion date of April, 2009.

Task	3/07 -12/07	1/08	2/08	3/08	4/08	5/08	6/08	7/08	8/08	9/08	10/0	11/0	12/0	1/09	2/09	3/09	4/09	5/09
Project Organization	█																	
Research & Data Collect.	█																	
Data Mapping	█																	
TN/Town Staff Meetings	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Land Use Plan/Maps	█																	
Community Meetings	█				█													
Community Issues	█	█				█												
GPAC Meetings		█	█	█	█	█			█			█						
GPAC/PC Study						█	█											
Prepare/Release NOP									█	█								
Traffic Analysis/Report							█	█	█	█	█	█						
Safety Element Report						█	█	█										
Bio. Resources Report						█	█	█										
Cultural Resources						█	█	█										
Noise Analysis/Report									█	█	█	█						
Infrastructure Analysis						█	█	█	█	█	█	█						
Water Supply																		
Parks Analysis						█	█	█	█	█	█	█						
Air Quality Analysis																		
GP Doc. Drafting			█	█	█	█	█	█	█	█	█	█						
GP Screencheck Review				█	█	█	█	█	█	█	█	█						
EIR Drafting						█	█	█	█	█	█	█						
EIR Screencheck Review												█	█					
Public Review Period													█	█	█			
Prepare Annexation													█	█	█			
Prepare Final EIR														█	█			
Prepare Staff Reports,																		
PC Hearings																	█	█
TC Hearings																		█
LAFCo Hearings																		7/09
DCAC Meetings																		7/09-

EXHIBIT B

Town of Apple Valley General Plan & Environmental Impact Report

4.0 PROJECT BUDGET

4.1 Introduction

This section sets forth the “not to exceed” budget within which the scope of work will be completed. The budget has been prepared with the intent of maximizing the team planning approach.

It is an essential goal of this proposal that the process be as smooth, expeditious and cost-effective as possible. The process embodied in this proposal assumes on-going research, analysis and documentation efforts being conducted side by side, with analysis of technical issues being carried out throughout the planning process. This effort will help to assure a full integration of planning team input and participation in the research, analysis and documentation process.

This budget and the proposal submitted under separate cover constitute Terra Nova’s entire submittal for the Town of Apple Valley General Plan and EIR request for proposals.

Terra Nova Planning & Research, Inc.
Proposed Project Budget
Apple Valley General Plan and EIR, Amendment #4

Terra Nova Staff Time	Amount
Monthly Client Consultation Meetings (144 hrs @ \$155./Hr.)	\$ 22,230.00
Additional monthly Client Consultation Meetings	\$ 12,000.00
Materials Preparation, Sphere of Influence Pre-Zoning	\$ 15,000.00
Coordination with HCP Consultant	\$ 16,900.00
Preparation of Public Information DVD (Introduction to the General Plan) for Distribution, including up to 100 copies	\$ 12,500.00
Interviews (30-35), Community Meetings (12) Materials Prep. & Presentations (100 hrs @ \$130./Hr.)	\$ 13,000.00
TC/PC Study Sessions (2) Materials Prep. & Presentations (16 hrs @ \$155./Hr.)	\$ 2,480.00
Community Issue Report (40 hrs @ \$110./Hr.)	\$ 4,400.00
GPAC Meetings and Preparation (8 meetings for Land Use Element & Map)	\$ 31,000.00
Additional 4 GPAC Meetings (Amendment #2)	\$ 7,600.00
GPAC/PC Workshops and Preparation (3 meetings)	\$ 8,000.00
General Plan Documentation and Drafting (500 hrs @ \$110./Hr.)	\$ 55,000.00
General Plan Documentation and Drafting (GPAC revisions)	\$ 7,000.00
Zoning Map Consistency/Development Code Additions for General Plan Consistency	\$ 8,400.00
DCAC and Development Code Amendments (Amendment #3)	\$ 39,450.00
Initial Study, Notice of Preparation, NOA, NOD, CEQA Public Notices/Documentation (80 hrs @ \$110./Hr.)	\$ 8,800.00
Program EIR Documentation and Drafting (450 hrs @ \$110./Hr.)	\$ 49,500.00
Final EIR Documentation and Drafting (60 hrs @ \$110./Hr.)	\$ 6,600.00
Final EIR Preparation due to CBD Comments	\$ 9,450.00
Annexation Documentation, Applications, Legals, Plan of Services and attendance at one hearing (150 hrs @ \$130./Hr.)	\$ 19,600.00
Staff Reports, Presentations, etc. for TC & PC (40 hrs @ \$110./Hr.)	\$ 4,400.00
Additional Planning Commission Staff Report	\$ 1,240.00
Additional Town Council Staff Reports	\$ 3,100.00
Public Hearings (2 PC & 2 TC) (32 hrs @ \$155./Hr.)	\$ 4,960.00
Additional Planning Commission Meeting	\$ 1,085.00
Additional Town Council Meetings	\$ 2,790.00
Currently Contracted Subtotal (including Amendments 1-3)	\$ 340,420.00
Amendment #4 Subtotal	\$ 17,665.00

Special Tasks/Studies

*Includes Terra Nova staff hours and subcontract management, analysis and information breakout, and drafting.

Land Use Planning/Analysis, including 6-8 issue areas and three EIR alternatives	\$ 28,000.00
GPAC Generated Land Use Analysis	\$ 6,000.00
Traffic/Circulation Analysis/System Design	\$ 163,600.00
Safety Element Assessment, Analysis & Report (Geotechnical, Flooding)	\$ 26,900.00
Air Quality Analysis	\$ 6,800.00
Noise Impact Analysis	\$ 17,200.00
Biological Resource Management Plan	\$ 22,000.00
Cultural Resources Assessment & Element	\$ 23,800.00
Infrastructure Analysis	\$ 13,000.00
Parks and Recreation Analysis	\$ 10,400.00
Water Supply Assessment	\$ 6,600.00

Subtotal	\$ 324,300.00
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Reimbursables

CAD Drafting and Mapping, Exhibit Preparation	\$ 27,600.00
GPAC generated Mapping Changes	\$ 7,500.00
Administrative Assistance (160 hrs. @ \$40./Hr.)	\$ 6,400.00
Administrative Assistance	\$ 7,000.00
Miscellaneous Printing ¹	\$ 3,000.00
Misc. Printing: GPAC Materials	\$ 2,000.00
GP & EIR Editing/Formatting (120 hrs. @ \$40./Hr.)	\$ 4,800.00
Misc. Office: Postage, telephone, FAX, photocopies, etc. ¹	\$ 8,000.00
Misc. Office for Additions	\$ 5,000.00
Printing of Draft General Plan, Draft & Final EIR ²	\$ 13,000.00

Subtotal	\$ 84,300.00
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Total Project Budget	\$ 749,020.00
Total Additions	\$ 17,665.00
Revised Project Budget	\$ 766,685.00

1. Will be billed at cost. This budget figure is an estimate only.
2. Assumes 50 copies each of Draft General Plan and DEIR; 50 copies of the Response to Comments (Final EIR); 20 copies each of the Adopted General Plan, and 15 copies of the Certified EIR. Equivalent electronic copies on CD also to be supplied for Draft GP & EIR, Final GP & EIR.



TERRA NOVA PLANNING & RESEARCH, INC.
400 S. FARRELL DR., SUITE B-205
PALM SPRINGS, CA 92262

STANDARD FEE SCHEDULE
2007

Terra Nova Staff	Hourly Rate
Principal Planner	\$ 155.00
Senior Planner	\$ 135.00
Associate Planner	\$ 110.00
Assistant Planner	\$ 95.00
Senior Engineer	\$ 155.00
Associate Engineer	\$ 125.00
Senior Architect/Landscape Architect	\$ 155.00
Associate Architect/Landscape Architect	\$ 115.00
Senior Biologist	\$ 135.00
Design Principal	\$ 135.00
Media Specialist	\$ 85.00
Computer Aided Drafting	\$ 55.00
Draftsman	\$ 40.00
Administrative Assistant	\$ 40.00
Secretarial Services	\$ 25.00
REIMBURSABLES	
Photo Copies	\$ 0.10 ea.
Blueprints/Xerox	\$ 0.30/sq. ft.
Computer Plotter	\$15.00/Hr.
Telephone Toll Charges	Cost
FAX Transmittals	Cost
Reproduction, Special photographic services, document printing, aerial photogrammetry, postage, etc.	Cost +15%.

EXHIBIT C

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CO 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1187) covering Automobile liability, code 1 (any auto).
3. **Workers' Compensation insurance as required by the State of California and Employer's Liability.**
4. Errors and omissions liability insurance appropriate to the consultant's profession.

Minimum Limits of insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. **Employer's Liability: \$1,000,000 per accident for bodily injury or disease.**
4. Errors and omissions liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Town. Except with respect to professional liability coverage, at the option of the Town, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town, its

officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Town, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested, has been given to the Town.

Acceptability of insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Town.

Verification Of Coverage

Consultant shall furnish the Town with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Town. All endorsements are to be received and approved by the Town before work commences. As an alternative to the Town's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications, or endorsement/certificates approved by the Town.