



CITY COUNCIL AGENDA REPORT

August 17, 2021
Community Development
Planning Division

TITLE: APPROVE FIRST AMENDMENT TO AGREEMENT WITH FIRSTCARBON SOLUTIONS FOR \$8,965 FOR ADDITIONAL ENVIRONMENTAL ANALYSIS RELATED TO ACCESSORY DWELLING UNITS (ADU) IN THE SPOTORNO FLAT AREA OF THE HAPPY VALLEY SPECIFIC PLAN AREA, PROPOSED BY AVS RANCH, LLC., FOR A NEW TOTAL CONTRACT AMOUNT OF \$56,354

SUMMARY

On May 19, 2020, the City Council authorized the City Manager to enter into a Professional Services Agreement with FirstCarbon Solutions (FCS) to provide environmental review services for a residential development on the Sportorno property in Happy Valley, including analysis of the project's consistency with the Happy Valley Specific Plan (HVSP), the previously-certified HVSP Environmental Impact Report (EIR), and eligibility for review under §15182 and §15183 of the California Environmental Quality Act (CEQA) and its Guidelines. The compensation amount for these services was not to exceed \$47,389. At the project presentation for Housing Commission on June 17, 2021, the applicant stated each residential lot will be required to have an Accessory Dwelling Unit (ADU) constructed at the same time as the primary residence construction.

Based on the required construction of ADUs with each of the single-family lots, it is necessary to incorporate analysis of this component of the project, to ensure all of the project's environmental impacts are fully evaluated in the CEQA conformance analysis. This analysis is additive to work previously authorized in the consultant scope of work. Staff is requesting approval of an amendment to FCS' Professional Services Agreement to increase the total contract amount by \$8,965, to address this additional work.

RECOMMENDATION

Authorize the City Manager to execute the first amendment to the Professional Services Agreement with FCS to add \$8,965 to the original amount of \$47,389 (for a new total contract amount of \$56,354) for services related to the preparation of the CEQA Consistency Checklist for the proposed development.

FINANCIAL STATEMENT

The applicant will fully fund the costs of the \$8,965 contract amendment. As such, there is no financial impact on the City's part associated with this action.

BACKGROUND AND DISCUSSION

On May 19, 2020, the City Council authorized the City Manager to enter into a Professional Services Agreement with FCS to provide environmental review services to consider whether this proposed project is consistent with the HVSP, the previously-certified HVSP EIR, and eligibility for review under §15182 and §15183 of CEQA and its Guidelines. The compensation amount for these services was not to exceed \$47,389.

On June 17, 2021, the 22-unit single-family residential project was presented to the Housing Commission for review of an Affordable Housing Agreement. At the meeting, the applicant stated in addition to paying the required affordable housing fees to meet the Inclusionary Zoning Ordinance, an ADU will be constructed on each residential lot at the same time as the primary residence construction. As such, the Affordable Housing Agreement endorsed by the Housing Commission included this requirement:

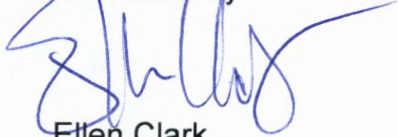
“Owner shall construct an Accessory Dwelling Unit (ADU) on each of the lots in the Project. The ADU for each lot shall be constructed at the same time that the primary home on the lot is built.”

While ADUs are normally ministerially approved, CEQA Guideline §15268(d) states, "where a project involves an approval that contains elements of both a ministerial action and a discretionary action, the project will be deemed to be discretionary and will be subject to the requirements of CEQA." The City Attorney’s Office advised if ADUs are part of the proposed Spotorno development that is obtaining discretionary approvals which trigger CEQA analysis, and the City's action gives it authority to mitigate environmental impacts, then the ADUs should also be included in the CEQA analysis. As such, the CEQA Consistency Checklist must include the ADUs.

FCS has provided a proposed contract augmentation to address this item (included as Exhibit A-1 of Attachment 1). In addition to incorporating the ADUs in the project description, the following sections of the CEQA analysis would need to be reevaluated: Aesthetics, Air Quality, Noise, Hydrology and Water Quality, Land Use, Population and Housing, Public Services, Recreation, Transportation, and Utilities and Service systems.

Staff has reviewed the proposed augmentation with the applicant who has accepted the proposal and submitted additional funds to cover the proposed costs.

Submitted by:



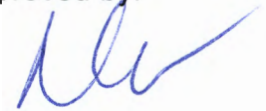
Ellen Clark
Director of
Community Development

Fiscal Review:



Tina Olson
Director of
Finance

Approved by:



Nelson Fialho
City Manager

Attachments:

- 1. First Amendment to Professional Services Agreement

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("First Amendment") is entered into this ____ day of ____, 2021 by the City of Pleasanton ("City") and FirstCarbon Solutions ("Consultant").

Whereas, on May 19, 2020, the City and Consultant entered into a Professional Services Agreement for the preparation of an Initial Study pursuant to CEQA for the Owner's proposed 22-single-family residential community and related improvements on an approximately 113-acre site located at 1000 Minnie Drive; and

Whereas, additional services beyond the original scope are required; and

Whereas, the parties desire to amend to the Agreement to provide for such additional services and commensurate increased compensation.

Now, therefore, in exchange for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Section 1 of the Agreement, " Consultant' s Services" is amended to add:

Consultant also shall diligently perform the services and furnish materials, reports, and related materials described in Exhibit "A-1", Additional Scope of Work, attached and incorporated to the extent consistent with this Agreement.

2. The first paragraph of Section 4 of the Agreement, " Compensation" is amended to read:

For the additional services to be rendered as described in Exhibit "B" the City shall pay consultant an additional \$8,965, as described more particularly in Exhibit "B", which is attached and incorporated to the extent consistent with this Agreement.

3. All other terms and conditions of the Agreement shall remain in full force and effect.

4. This First Amendment to the Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. With respect to signatures delivered via facsimile or electronically, Contractor shall deliver its original wet ink signature to the City within thirty (30) days following Contractor's original delivery via facsimile, electronic mail or other transmission method, provided that failure to deliver such original ink signature shall not affect the validity of the electronic signatures that were delivered.

In witness whereof, authorized representatives of the parties have executed this First Amendment to the Agreement as of the date and year first above written.

CITY OF PLEASANTON

CONTRACTOR

Nelson Fialho, City Manager

By: _____
Signature

Print name

Title: _____

ATTEST:

Jocelyn Kwong, Acting City Clerk

[If Consultant is a corporation, signatures must comply with California Corporations Code §313]

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

By: _____
Signature

Print name

Title: _____

AUGMENT REQUEST

July 12, 2021

Jenny Soo, Associate Planner
City of Pleasanton
Community Development Department
200 Old Bernal Road
Pleasanton, CA 94566

Subject: Augment Request for Additional scope for the CEQA Analysis, Spotorno Ranch

Dear Jenny:

As you have requested, we have prepared the following scope of work for the necessary edits to the Screencheck Consistency Checklist for this project that would result from the requirement to analyze the construction of 22 Accessory Dwelling Units (ADUs) with the construction of the 22 single-family homes proposed as a planned unit development (PUD) at Spotorno Ranch. Because the project is being considered for a discretionary approval by the City, CEQA applies to the construction of the ADUs in conjunction with the main units. The project description should disclose that the lead agency is aware that more people will be housed on the site with the ADUs.

In addition to changing the project description, there will be changes to the following sections: Aesthetics, Air Quality, Noise, Hydrology and Water Quality, Land Use, Population and Housing, Public Services, Recreation, Transportation, and Utilities and Service systems.

Please let me know if you have any questions.

Sincerely,

ej/MB

Mary Bean, Vice President
FirstCarbon Solutions
1350 Treat Boulevard, Suite 380
Walnut Creek, CA 94597

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CEQA ANALYSIS FOR 22 ADUS AT SPOTORNO RANCH

The City of Pleasanton's Housing Commission has recommended that the proposed development of 22 single-family units in a PUD at Spotorno Ranch be required to construct an ADU for each unit as a condition of approval. Although the project is intended to allow individual sale and development of each house as custom house, the ADU requirement will be analyzed as if all houses and accompanying ADUs would be constructed at one time. FCS has prepared a Screencheck-level Consistency Checklist for the proposed development, comparing the potential environmental impacts to those disclosed in 1998 Happy Valley Specific Plan (HVSP) Final EIR. The project would still conform to the HVSP designation of Planned Unit Development-Semi-Rural Density Residential (PUD-SRDR), however, the population of the project could reasonably be expected to be greater than that of a solely single-family development.

Additional Tasks

Revise Project Description

FCS will prepare a Revised Project Description for the City's approval with input from our legal counsel to appropriately describe the proposed project and the CEQA considerations and state and local statutes that have bearing on the City's consideration of potential environmental impacts. The environmental analysis section of the Checklist will be revised to include a discussion of whether the addition of the ADUs is consistent with the level of environmental impact determined in the 1998 HVSP Final EIR.

Revise Environmental Analysis

The following areas will be analyzed with a higher unit count and population:

- Aesthetics
- Air Quality
- Energy
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Utilities and Service Systems

Transportation and Traffic

Subtask 1: Update Trip Generation and Compare to Prior Projects.

Fehr & Peers will estimate the potential vehicle trip generation of the refined proposed project reflecting the addition of 22 ADUs and compare it to the previous project trip generation as documented in the EIR and the March 29, 2021 assessment. Fehr and Peers will also review the findings of the prior technical analysis and assess if the current proposal could result in changed conclusions.

Subtask 2: Vehicle Miles of Travel (VMT)

Fehr and Peers will refresh the VMT assessment to reflect the additional dwelling units and population on the site. The overall VMT conclusions are expected to change from the March 29, 2021 assessment.

Subtask 3: Documentation

Fehr and Peers will summarize the results of the above subtasks in a revised technical memorandum for review and comment. This includes participation in one conference call over the course of the project.

Additional Project Management and Meetings

It is anticipated that additional discussion of the project description and approach to the CEQA analysis will be required to ensure that the proposed project and the potential impacts are appropriately described. FCS project manager and project director will participate in these discussions, with FCS in-house counsel if necessary.

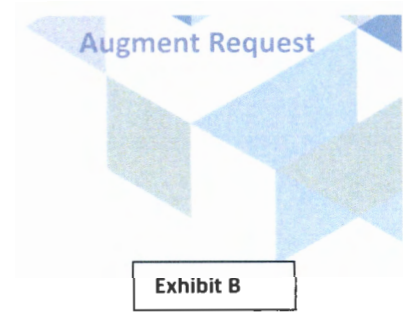
Schedule

The additional tasks would be completed within four weeks of an authorization for the additional costs requested in this augment, and an administrative draft Checklist would be completed for City review.

Fees

The proposed fees are based upon the scope of work described above; they include all labor and direct costs.

Additional Tasks For ADU CEQA Analysis	Fees
Task 1: Revise Project description	\$1,460
Task 2: Revise Environmental Analysis	\$2,640
Task 3: Revise Traffic Analysis	\$3,025
Task 4: Meetings and Project Management	\$1,840
Total FCS Professional Labor	\$8,965
Total FCS Professional Fee	\$8,965



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