



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt a Resolution Approving Professional Services Agreement with LSA Associates, Inc. for Processing Frontiers Community Builders Development Land Use Applications and Related Annexations and Authorize the City Manager to Sign the Agreement in the Amount of \$84,348

**MEETING DATE:** May 4, 2005

**PREPARED BY:** Deputy City Manager

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**RECOMMENDED ACTION:** That the City Council adopt a Resolution approving Professional Services Agreement with LSA Associates, Inc. for Processing Frontiers Community Builders Development Land Use Applications and related Annexations and Authorize the City Manager to Sign the Agreement in the amount of \$84,348.

**BACKGROUND INFORMATION:** The Community Development Department is currently short-staffed with the recent departure of the Community Development Director and with a vacant City Planner position. The day-to-day Planning functions are currently being carried out by a Senior Planner and Associate Planner; however, the City recently received applications for two annexations, a General Plan Amendment and Pre-zoning for two different areas. The two areas, Westside and Southwest Gateway, comprise approximately 151 acres and 350 acres respectfully.

Planning staff does not have the timing capacity to process the annexation requests as it will essentially require a devoted Planner to facilitate the work. Upon discussions with the Applicant, Frontier Community Builders, it was determined that the most efficient manner in which to process the applications would be through consulting services used to augment City staff. The consultant services to be provided would be paid by Applicant with the work tasks to be administered by the City. The Applicant has agreed to pay all costs for the planning services. The consultants will report directly to the City of Lodi. The City of Lodi will direct and control their work. The applicant has no assurance of any pre-determined outcome. It is anticipated that the services will be necessary for one year.

To select a planning service agency, the City Manager solicited proposals from three firms with two responding. After reviewing their proposals, the City Manager, Deputy City Manager, and the Building Official interviewed the firms to further assess their availability, pricing, and experience for the annexation project. The City Manager selected LSA Associates, Inc. (LSA) as the preferred firm for performing the needed services.

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APPROVED:  \_\_\_\_\_  
Blair King, City Manager

LSA will take primary responsibility in completing the City's processing of the two annexations, General Plan Amendment, and pre-zoning applications which Frontier Community Builders filed with the City. LSA will also take primary responsibility for processing the Development Plan and Residential Growth Management Allocations for both annexation requests. Tasks that will be completed include the following:

1. Review all application and background material, including the Housing Element and EIR, miscellaneous correspondence, and project plans.
2. Coordinate review of projects with other City departments and affected agencies.
3. Prepare project-related correspondence.
4. Attend project-related meetings.
5. Respond to project-related inquiries.
6. Review administrative draft initial studies and mitigated negative declarations, revise if necessary, circulate for public review, prepare mitigation monitoring and reporting program and prepare responses to comments received.
7. Prepare staff reports, conditions of approvals, finding, and resolutions.
8. Present projects at Planning Commission and City Council hearings.

The Professional Services Agreement is attached. This Agreement will allow a more thorough review of the application than would be available to the City if it were to rely solely upon in-house resources. However, this agreement avoids further burdening the Planning Division staff.

The applicant has indicated that he intends to present the development proposal at a public forum in the near future.

**FISCAL IMPACT:** There will be no fiscal impact to the City's budget as the expenses will be paid in full by the Applicant, Frontiers Community Builders.

**FUNDING AVAILABLE:** Not Applicable



Janet S. Keeter  
Deputy City Manager

Attachment: Agreement for Professional Services

cc: LSA Associates, Inc.  
Frontier Community Builders Development

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into as of the 4<sup>th</sup> day of May, 2005 by and between the City of Lodi, hereinafter called the "CITY" and LSA Associates, hereinafter called "CONSULTANT".

### **RECITALS**

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITY desires to engage CONSULTANT to render certain professional services in the CITY;
- B. That CONSULTANT is qualified to provide such services to the CITY; and
- C. That the CITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.
  - 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit is hereby made an obligation of CONSULTANT under this Agreement. City shall have the right to amend the services as set forth within the Agreement by written notification to the CONSULTANT. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term of Agreement. Said services shall commence on execution and shall continue until May 31, 2006, as set forth in Exhibit A as described in the preceding section. At any time and for any reason City shall have the right to terminate or cancel the agreement, take possession of the CONSULTANT'S studies, preliminary reports, drawings, and other work products, insofar as they are complete and acceptable to the City, and pay the CONSULTANT such equitable proportion of the total remuneration as the work actually done by the CONSULTANT at the time of such discontinuance bears to the whole of the work required to be done by the CONSULTANT under the terms of this agreement

3. Compensation. CONSULTANT shall perform those services described and the City shall pay CONSULTANT as compensation in full \$84,348. CONSULTANT shall submit itemized monthly statement for work performed. Statements shall not exceed the amount of services provided
4. Authorization and Termination. This Agreement becomes effective when endorsed by both parties in the space provided.
5. Reliance of Professional Skill of Consultant. CONSULTANT represents that it has the necessary professional skills to perform the services required and the CITY shall rely on such skills of the CONSULTANT to do and perform the work.. CONSULTANT shall assign Lynette Dias and Amy Paulsen to personally participate in this project.
6. Relationship of Parties. It is understood that the relationship of CONSULTANT to the CITY is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the CITY.
7. Non-Assignment. This Agreement is non-assignable either in whole or in part.
8. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
9. Validity. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
10. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in San Joaquin County, California. In the event of litigation between the parties hereto to enforce any provisions of the Agreement, the unsuccessful party will pay the reasonable expenses of litigation of the successful party.
11. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within with City of Lodi, or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.
12. Entire Agreement. This Agreement, including Exhibit A, comprises the entire Agreement.
13. Indemnity. CONSULTANT shall defend, indemnify and hold the CITY and its officers and employees harmless from any and all claims and liabilities related to or as a result of CONSULTANTS performance of this Agreement.
14. Worker's Compensation Insurance. The CONSULTANT, at its own cost and expense, is to procure and maintain during the continuance of this agreement, a policy of worker's compensation or employer's liability insurance for the protection of his employees engaged in the work required by this agreement.
15. Title to Documents. Title to all plans, specifications, reports, manuscripts, descriptions and other final work products compiled by the CONSULTANT

under this agreement shall be vested in the City, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the City.

16. Notice. All notices required by the Agreement shall be given to the CITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of Lodi  
P.O. Box 3006  
Lodi, CA 95240-1910  
ATTN: City Manager

CONSULTANT: LSA Associates, Inc.  
2215 Fifth Street  
Berkeley, CA 94710

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized in that behalf.

CITY OF LODI

CONSULTANT

\_\_\_\_\_  
BLAIR KING, CITY MANAGER

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
SUSAN BLACKSTON, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
D. STEPHEN SCHWAUBAUER, CITY ATTORNEY

REVISED  
April 26, 2005

Blair King  
City Manager  
City of Lodi  
P.O. Box 3006  
Lodi, CA 95240

Subject: Proposal for Contract Planning

Dear Blair:

LSA Associates, Inc. (LSA) is pleased to provide this proposal to provide contract planning services to the City of Lodi for the two annexation and development projects proposed by Frontier Community Builders. LSA's understanding of this assignment is briefly described below, followed by a description of the tasks we will undertake and our estimated budget.

## PROJECT UNDERSTANDING

### *Frontier Community Builders Development Proposals*

LSA understands that Frontier Community Builders has submitted applications to the City of Lodi for an Annexation, a General Plan Amendment and Rezoning for two different areas located within the City's sphere of influence:

- The Westside Annexation area is comprised of approximately 151 acres and four contiguous parcels. The area is generally located within the northwest area of the City's sphere of influence, south of the Woodbridge Irrigation District Canal, west of Lower Sacramento Road and the City's western limits, and north of Vine Street. The portion of the site north of Sargent Road is vacant land, and the area south of Sargent Road is irrigated vineyards.
- The Southwest Gateway Annexation area is comprised of approximately 350 acres and a number of parcels located south of Highway 12, north of Harney Lane and east and west of Lower Sacramento Road. The parcels that are planned for new development are located west of Lower Sacramento Road.

The City has accepted the applications and completed an administrative draft negative declaration and initial study for each project, but has not yet circulated the Draft Negative Declarations for public review or forwarded the applications to the Planning Commission and City Council for consideration. Additionally, the City anticipates receiving an application in May 2005 for approval of a Development Plan and a Residential Growth Management Allocation for both annexation requests.

Blair King, City of Lodi  
April 26, 2005  
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## **APPROACH AND TEAM**

Lynette Dias, Principal, and Amy Paulsen, Planner, will be responsible for day-to-day tasks associated with both the project-specific (Frontier Community Builders) and interim planning services. Lynette will attend the majority of meetings and be available to provide direction to existing City of Lodi staff and Amy. Amy will conduct the primary research and writing tasks associated with reviewing and processing the development applications. She will coordinate review of the applications by City departments and affected agencies, as necessary; draft necessary correspondence (i.e., application completion letter), staff reports, conditions of approvals and resolutions. Lynette will review the administrative draft initial studies and mitigated negative declarations prepared by City staff for adequacy. She will also review all draft documents prepared by Amy or other City staff that relate to the Frontier projects or other projects for which the City has requested assistance by LSA. Lynette will be ultimately responsible for quality assurance of all work products.

## **SCOPE OF WORK**

### *Frontier Community Builders Development Proposals*

LSA will take primary responsibility in completing the City's processing of the two annexation, GPA and rezoning applications which Frontier Community Builders has filed with the City. LSA also will also take primary responsibility for processing the Development Plan and Residential Growth Management Allocation for both annexation requests, which the applicant anticipates filing in May 2005. Tasks we will complete for both applications include the following:

- Review all application and background material, including the Housing Element and EIR, miscellaneous correspondence, and project plans.
- Coordinate review of projects with other city departments and affected agencies.
- Prepare project-related correspondence.
- Attend project related meetings.
- Respond to project-related inquiries.
- Review administrative draft initial studies and mitigated negative declarations, revise if necessary, circulate for public review, prepare mitigation monitoring and reporting program and prepare responses to comments received.
- Prepare staff reports, conditions of approvals, findings, and resolutions.
- Present projects at Planning Commission and City Council hearings.

It is estimated that the work associated with processing these applications will be completed by December 2005.

Blair King, City of Lodi  
April 26, 2005  
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## COST ESTIMATE

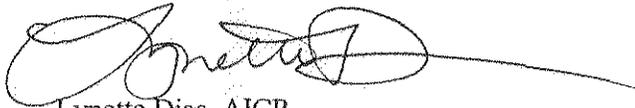
LSA proposes to accomplish these tasks on an hourly basis, consistent with the attached Schedule of Standard Contract Provisions and Billing Rates. An estimate of the level of effort and associated costs for processing the Frontier Community Builders applications for both the Southwest Gateway and the Westside area is provided below. This estimate will not be exceeded without prior authorization.

### LSA Associates, Inc.

Amy Paulsen, Planner ( <i>estimate an average of 60 hours a month (30 hours per project) for 9 months @ \$88 per hour</i> )	\$47,520
Lynette Dias, Principal ( <i>average of 24 hours a month (12 hours per project) for 9 months @ \$170.50 per hour</i> )	<u>\$36,828</u>
TOTAL ESTIMATED COSTS	\$84,348

Should you need additional information, please do not hesitate to call. I look forward to working with you.

Sincerely,  
LSA ASSOCIATES, INC.



Lynette Dias, AICP  
Principal

Attachments: Schedule of Standard Contract Provisions and Billing Rates  
Resumes

## **SCHEDULE OF STANDARD CONTRACT PROVISIONS AND BILLING RATES**

### **FEES FOR PROFESSIONAL SERVICES**

#### **Fixed-Fee Contracts**

If a fixed-fee proposal, the professional services described in the Scope of Services Section of the attached proposal shall be provided for the fixed fee noted in the proposal. All other professional services are considered extra services. Extra services shall be provided on a time and expenses basis at the same rates specified for hourly contracts, unless other arrangements are made in advance.

#### **Hourly Contracts**

If an hourly plus expenses proposal, the professional services described in the Scope of Services Section of the attached proposal shall be provided on a time and materials basis at current hourly rates. These rates are as shown on a Rate Schedule that is attached, or can be made available. Hourly rates are subject to review at least annually on or about August 1 of each year, and may be adjusted to reflect changing labor costs, at our discretion, at that time. (A schedule can be made available upon request.)

Direct costs (including cost of subconsultants) shall be reimbursed at cost plus ten percent, unless other arrangements are made in advance, and are not included in the hourly fee for professional services.

The total estimated amount of time and expenses noted in the proposal will serve as a control on the services to be provided. The specified amount will not be exceeded without prior approval of the client.

### **INVOICING**

Monthly invoices shall be submitted for progress payment based on work completed to date. Out of pocket expenses shall be billed on a separate monthly invoice. Clients requesting changes to LSA's standard invoice may be billed for the time to develop the invoice and monthly administration of the billing.

### **PAYMENT OF ACCOUNTS**

Terms are net 30 days. LSA offers a one percent discount on invoices paid within 30 days of the invoice date. A service charge of 1.5 percent of the invoice amount (18 percent annual rate) may be applied to all accounts not paid within 30 days of invoice date. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

## STANDARD OF CARE

Services provided by LSA under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

## INDEMNIFICATION

Client and consultant each agree to indemnify and hold the other harmless and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, and expenses are caused by the indemnifying party's negligent acts, errors, or omissions.

## ELECTRONIC FILE DATA CHANGES

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by LSA. Files in electronic media format or text, data, graphic, or other types that are furnished by LSA to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, LSA makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those of LSA at the beginning of the assignment.

## FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay in performance of its obligation results from any cause beyond its reasonable control and without its negligence.

## LITIGATION

In the event that either party brings action under the proposal for the breach or enforcement thereof, the prevailing party in such action shall be entitled to its reasonable attorneys' fees and costs whether or not such action is prosecuted to judgment.

## NOTICES

Any notice or demand desired or required to be given hereunder shall be in writing, and shall be deemed given when personally delivered or deposited in the mail, postage prepaid, sent certified or registered, and addressed to the parties as set forth in the proposal or to such other address as either party shall have previously designated by such notice. Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

## **TERMINATION OF CONTRACT**

Client may terminate this agreement with seven days prior notice to LSA for convenience or cause. Consultant may terminate this Agreement for convenience or cause with seven days prior written notice to client. Failure of client to make payments when due shall be cause for suspension of services, or ultimately termination of the contract, unless and until LSA has been paid in full all amounts due for services, expenses, and other related charges.

## **REVOCACTION**

If this Schedule of Standard Contract Provisions is attached to a proposal, said proposal shall be considered revoked if acceptance is not received within 90 days of the date thereof, unless otherwise specified in the proposal.

### HOURLY BILLING RATES EFFECTIVE AUGUST 2004

Job Classification							Hourly Rate Range
Planning*	Environmental	Transportation	Air/Noise	Cultural Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$120-225
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$ 75-160
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist	Senior Cultural Resource Manager	Senior Biologist/Botanist/ Wildlife Biologist/ Ecologist/ Soil Scientist/ Herpetologist / Arborist	Senior GIS Specialist	\$ 75-160
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/ Noise Specialist	Cultural Resource Manager	Biologist/ Botanist/ Wildlife Biologist / Ecologist/ Soil Scientist / Herpetologist / Arborist	GIS Specialist	\$ 50-125
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/ Noise Analyst	Cultural Resource Analyst	Assistant Biologist/ Botanist/ Wildlife Biologist/ Ecologist/ Soil Scientist/ Herpetologist / Arborist	Assistant GIS Specialist	\$ 40-85
<b>Field Services</b>							
Field Director							\$ 50-100
Senior Field Crew/Field Crew							\$ 35-75
<b>Office Services</b>							
Research Assistant/Technician							\$ 25-50
Graphics							\$ 70-100
Office Assistant							\$ 40-75
Word Processing							\$ 60-85

\* The hourly rate for work involving actual expenses in court, giving depositions or similar expert testimony, will be billed at \$250 per hour regardless of job classifications.



## LYNETTE DIAS, AICP

PRINCIPAL

### EXPERTISE

Environmental Review  
Land Use and Policy Planning  
Entitlement Processing  
Project Management

### EDUCATION

B.S., City and Regional Planning, California Polytechnic State University, San Luis Obispo, 1991

### PRINCIPAL PROFESSIONAL RESPONSIBILITIES

Lynette Dias brings a broad range of planning experience from both the public and private development sectors. During her 15 years as a planner, Ms. Dias has been involved with a variety of land use and environmental planning projects including the preparation of CEQA documents, land use feasibility studies, and planning policy documents such as specific plans. She is educated as a planner with an emphasis on policy planning, site development and urban design. Her activities with the firm involve environmental review, site analysis, policy planning, and entitlement processing.

Projects on which Ms. Dias is currently serving as Principal-in-Charge or Project Manager include:

- *Terminal One Toll Brothers Development EIR* for the City of Richmond
- *Cypress Walk Residential Project EIR* for the City of Pacifica
- *Downtown Martinez Specific Plan EIR* for the City of Martinez
- *Pixar Phase 2 Environmental Documentation* for the City of Emeryville
- *Harbor Walk/Olson Company Mixed Use Project Initial Study/Mitigated Negative Declaration* for the City of Benicia
- *Ocean Colony Lots 24/25-33 (Carnoustie) Subdivision EIR* for the City of Half Moon Bay

Other recent projects she has managed include:

#### CEQA Review

- *Uptown/Forest City Residential Project EIR* for Forest City Residential West, Oakland
- *Thomas Berkley Square EIR* for Alameda County Community Development Agency
- *Strong Neighborhoods EIR* for the City of San Jose Redevelopment Agency

- *Alameda Point General Plan Amendment EIR* for the City of Alameda
- *Catellus Mixed Use Development EIR* for the City of Alameda
- *Clark Road Residential Project EIR* for the City of Richmond
- *Campbell General Plan EIR* for the City of Campbell
- *Ford Building EIR* for the City of Richmond
- *ValleyCare Medical Center EIR* for the City of Livermore
- *Electronics for Imaging Corporate Headquarters EIR* for the City of Foster City
- *Wavecrest Village Specific Plan EIR* for the City of Half Moon Bay
- *Foster/Woodstock Mixed Use Project EIR* for the City of Foster City

#### Land Use Plans/Studies

- *Northern Waterfront Specific Plan and EIR* for the City of Alameda
- *Tenth and Market Streets Land Use Feasibility Study*, San Francisco, for Bank of America
- *High Speed Ground Transportation Economic and Land Use Analysis* for the State of California Intercity High Speed Rail Commission

#### Entitlement Processing

- *Wavecrest Village Specific Plan* in the City of Half Moon Bay included development entitlements for a mixed-use development on approximately 200 acres.
- *Electronics for Imaging's (EFI) Corporate Headquarters* in Foster City included one million square feet of office and R&D development.
- Spieker Properties' *Watergate Tower IV* in Emeryville included development entitlements for one 255-room, 13-story hotel and a 13-story office tower and a 5-story parking structure.

### **PRESENTATIONS**

Speaker, 2002 and 2003 AEP CEQA Workshop, *Understanding the California Environmental Process*. Oakland, California.

Facilitator and Juror, 2003 ULI's Urban Plan Program. Redwood High, Larkspur, California.

### **PROFESSIONAL AFFILIATIONS**

American Institute of Certified Planners (AICP)  
American Planning Association (APA)  
Association of Environmental Professionals (AEP)  
San Francisco Planning and Urban Research Association (SPUR)  
Urban Land Institute (ULI)  
Urban Plan - East Bay Geographic Coordinator

## AMY C. PAULSEN

PLANNER

### EXPERTISE

Environmental Impact Analysis  
Land Use Planning  
Legislative Analysis

### EDUCATION

Master of Regional Planning, University of North Carolina, Chapel Hill, 2003

B.A., International Development Studies, University of California, Los Angeles, 1996

### PRINCIPAL PROFESSIONAL RESPONSIBILITIES

Amy Paulsen provides planning and technical assistance to project managers on a variety of environmental documents including initial studies, environmental impact reports, and general plans. She is currently working on the *Embarcadero Cove Project EIR* in the City of Oakland. Her tasks include preparation of land use, planning policy, geology, public services and utilities sections. She is also currently working on two program-level EIRs: the *Martinez Downtown Specific Plan EIR* for the City of Martinez and the *Draft Southside Plan EIR* for the City of Berkeley.

Ms. Paulsen has had continuing involvement with LSA's ongoing contract with the San Ramon Valley Unified School District for CEQA services related to school improvement and renovation projects. She assisted with the Initial Studies/Mitigated Negative Declarations for California High School and San Ramon High School and is currently working on the documentation for Monte Vista High School. In a similar vein, Ms. Paulsen also assisted with the *Los Medanos College Campus Initial Study/Mitigated Negative Declaration* and the *Contra Costa College Campus Improvements IS/MND* both for the Contra Costa Community College District.

Among her recently-completed projects are:

- *Santa Rosa Junior College Parking Structure EIR* for the Sonoma County Junior College District
- *University Village and Albany/Northwest Berkeley Properties Master Plan Amendment Subsequent EIR* for the University of California, Berkeley
- *Old Ranch Project EIR* for the City of San Ramon
- *North Main Street Development Projects EIR* for the City of Milpitas
- *San Jose MarketCenter Development Project EIR* for Cousins Properties, Inc.

- *Harbor Walk/Olson Company Mixed Use Project CEQA Documentation* for the City of Benicia
- *Cienega Road Realignment Project Initial Study/Mitigated Negative Declaration* for the San Benito County Public Works Department
- *Old Hernandez Road Low Water Crossing Repair Project Mitigated Negative Declaration* for the San Benito County Public Works Department

Ms. Paulsen's academic focus prior to joining LSA was on land use and growth management, coastal management policy, impact assessment, and site planning. As a research assistant in the Department of City and Regional Planning at UNC, she conducted research for an article comparing sustainable development in various parts of the country and assisted in the preparation of urban redevelopment case studies.

As a Planning Intern for Clarion Associates, she contributed to the preparation of zoning and development ordinances for the cities of Herndon, VA and Greenville, SC, and the County of Loudon, VA. Among her accomplishments was the preparation of a report on tools that communities can use to control "monster home" developments. Her responsibilities also included proposal writing and preparation of public presentations.

Ms. Paulsen's planning experience has also been gained through almost five years of service as legislative assistant to Congresswoman Loretta Sanchez and Senator Barbara Boxer. For Congresswoman Sanchez's office, she was responsible for planning issues associated with the environment, transportation, housing, water, energy, appropriations and empowerment zones. She prepared and tracked appropriation requests, analyzed and recommended positions on federal legislation, organized public meetings on behalf of the Congresswoman, and prepared background information, talking points and speeches. For Senator Boxer, Ms. Paulsen wrote memoranda and talking points and responded to constituent inquiries.

## PROFESSIONAL AFFILIATIONS

American Planning Association  
Association of Environmental Professionals

RESOLUTION NO. 2005-97

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING  
PROFESSIONAL SERVICES AGREEMENT WITH LSA  
ASSOCIATES, INC., FOR PROCESSING FRONTIERS  
COMMUNITY BUILDERS DEVELOPMENT LAND USE  
APPLICATIONS AND RELATED ANNEXATIONS, AND FURTHER  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE  
AGREEMENT ON BEHALF OF THE CITY OF LODI

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve a Professional Services Agreement with LSA Associates, Inc., for processing Frontiers Community Builders Development land use applications and related annexations; and

BE IT FURTHER RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute the Agreement on behalf of the City of Lodi in an amount not to exceed \$84,348.

Dated: May 4, 2005

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I hereby certify that Resolution No. 2005-97 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 4, 2005, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, and Mayor Beckman  
NOES: COUNCIL MEMBERS – Hitchcock and Mounce  
ABSENT: COUNCIL MEMBERS – None  
ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON  
City Clerk

2005-05-04

**President's Message by Pat Eklund**

*One of the great lessons that city officials involved with the League have learned over the past few years is that we can be most successful when we identify a few very important goals and keep firmly focused on achieving progress on those goals. It means that other issues - although still important - must take a temporary back seat so we are not distracted from our priorities.*

So when the newly elected 2004-05 League board of directors met last November - just two weeks following the historic passage of Proposition 1A - our primary focus was identifying new, post-Prop. 1A goals for 2005.

**California's Homeownership rate is the third lowest in the nation (58.9 percent), 10 percent lower than the national homeownership rate of 68.3 percent. Only 34 percent of California households in 2001 could afford to buy a median-priced home in their area, compared to 57 percent nationwide.**

The meeting was also a time of happy celebration. After all, passing Prop. 1A represents the culmination of years of work by the League and thousands of local officials around the state. And what a win it was! Nearly 84 percent of California voters agreed that local revenues are needed "at home" to pay for the local services that protect our quality of life. That's validation!

But while we celebrate our achievement in passing Prop. 1A, we know our cities and state face other vitally important issues. Consequently, the board discussed and brainstormed to determine which issues facing cities are most crucial for us to focus on in 2005. League leaders and the newly elected officers of the League policy committees, regional divisions and departments helped us work through this process.

There was really no disagreement. We reached consensus on three issues and the focus of our work in 2005.

**Goal #1: Expand Housing Supply And Affordability**

As city officials, we know the state has a severe shortage of affordable housing near the places where people work. The problem is driven in part by California's rapid population growth: The state grew by an average of 450,000 people annually during the past decade and is expected to gain around 600,000 new residents annually in the next decade.

Population growth has far outstripped housing production. The state department of Housing and Community Development (HCD) projects an average annual need for 220,000 new housing units, but from 1999 to 2003, fewer than 170,000 new residential construction permits were issued each year. While that number is estimated to have increased to 201,000 during 2004 - representing the highest production since 1989 - the disparity between housing production and need has driven up the cost. It has also produced double-digit year-to-year percentage in-creses in the median price of housing in recent years.

As a result, HCD reports that California's homeownership rate is the third lowest in the nation (58.9 percent), 10 percent lower than the national homeownership rate of 68.3 percent. Only 34 percent of California households in 2001 could afford to buy a median-priced home in their area, compared to 57 percent nationwide.

Affordability is part of the problem. As city officials, we know that in many metropolitan areas, city employees are unable to afford housing in the cities they serve every day. More and more people live in another community where they can find an affordable home or apartment, which requires a long commute to their job. The hours spent in traffic are stressful and tiring, leaving little time or energy for people to spend with their families or get involved in community activities near their homes.

There are many underlying reasons for California's housing crisis: lack of federal and state funding to subsidize affordable and low-income housing; changes in state and federal laws that make rental housing less profitable on an after-tax basis; and other issues.

Our goal is to work with other groups to identify ways to lower these barriers, consistent with the planning and environmental quality objectives of the League's Principles for Smart Growth (available online at [www.cacities.org/smartgrowth](http://www.cacities.org/smartgrowth)). This may well lead to League sponsorship or support for legislative changes. It may also

involve promoting some of the innovative ways that our own member cities have found to overcome the barriers to new housing construction.

The housing issue is not something that can be resolved by one piece of legislation or one local program. But there are many ways we can tackle it. Working with our members, other organizations, the Legislature and the administration, we intend to identify constructive ways to address this crucially important issue.

### **Goal #2: Infrastructure Investment**

Our second goal is also very important: to expand investment in critical infrastructure by federal, state and local governments. City officials are confronted every day with concerns about aging water and sewer systems or roads and bridges, and the need for new or upgraded libraries and parks to meet the needs of our rapidly growing population. While in the 1960s nearly 20 percent of state spending was dedicated to public works and infrastructure, today state spending on infrastructure is closer to 3 percent.

We will pursue a number of different strategies in 2005, including working with the California Infrastructure Commission (CIC) and other coalitions to advance an agenda to expand infrastructure investment in California. Other strategies include increasing public awareness of the infrastructure deficit, and working on legislation or ballot measures to close loopholes that allow the Legislature to divert sales tax collected on gasoline to nontransportation spending priorities.

### **Goal #3: Protect Critical Redevelopment Funding**

In the absence of adequate state and federal funding for housing and infrastructure, redevelopment projects often constitute the only effective means left to local officials to address these critical needs, as well as to pay for much-needed economic development projects.

Consequently, the board has adopted as a specific goal the need to protect local funding sources available for crucial investment in future housing and infrastructure - and particularly redevelopment funding sources - in order to support continued expansion of the California economy and create new jobs.

### **Achieving More Great Things**

This is an ambitious agenda. But we've learned that when we are focused - and especially when we work together - we can achieve great things on behalf of our cities. Soon, you will hear more from us about these goals and the specific strategies that will help us achieve progress in these important areas. We will need your ideas and involvement, just as we did with Prop. 1A. With your help, I look forward to meeting these challenges and opportunities.

last updated : 2/2/2005

CALIFORNIA CODES  
GOVERNMENT CODE  
SECTION 65580-65589.8

65580. The Legislature finds and declares as follows:

(a) The availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every Californian, including farmworkers, is a priority of the highest order.

(b) The early attainment of this goal requires the cooperative participation of **government** and the private sector in an effort to expand housing opportunities and accommodate the housing needs of Californians of all economic levels.

(c) The provision of housing affordable to low- and moderate-income households requires the cooperation of all levels of **government**.

(d) Local and state governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community.

(e) The Legislature recognizes that in carrying out this responsibility, each local **government** also has the responsibility to consider economic, environmental, and fiscal factors and community goals set forth in the general plan and to cooperate with other local governments and the state in addressing regional housing needs.

65581. It is the intent of the Legislature in enacting this article:

(a) To assure that counties and cities recognize their responsibilities in contributing to the attainment of the state housing goal.

(b) To assure that counties and cities will prepare and implement housing elements which, along with federal and state programs, will move toward attainment of the state housing goal.

(c) To recognize that each locality is best capable of determining what efforts are required by it to contribute to the attainment of the state housing goal, provided such a determination is compatible with the state housing goal and regional housing needs.

(d) To ensure that each local **government** cooperates with other local governments in order to address regional housing needs.

65582. As used in this article:

(a) "Community," "locality," "local **government**," or "jurisdiction" means a city, city and county, or county.

(b) "Council of governments" means a single or multicounty council created by a joint powers agreement pursuant to Chapter 5 (commencing with Section 6500) of Division 1 of Title 1.

(c) "Department" means the Department of Housing and Community Development.

(d) "Housing element" or "element" means the housing element of the community's general plan, as required pursuant to this article and subdivision (c) of Section 65302.

CALIFORNIA CODES  
GOVERNMENT CODE  
SECTION 65913-65914

65913. (a) The Legislature finds and declares that there exists a severe shortage of affordable housing, especially for persons and families of low and moderate income, and that there is an immediate need to encourage the development of new housing, not only through the provision of financial assistance, but also through changes in law designed to do all of the following:

(1) Expedite the local and state residential development process.

(2) Assure that local governments zone sufficient land at densities high enough for production of affordable housing.

(3) Assure that local governments make a diligent effort through the administration of land use and development controls and the provision of regulatory concessions and incentives to significantly reduce housing development costs and thereby facilitate the development of affordable housing, including housing for elderly persons and families, as defined by Section 50067 of the Health and Safety Code.

These changes in the law are consistent with the responsibility of local government to adopt the program required by subdivision (c) of Section 65583.

(b) The Legislature further finds and declares that the costs of new housing developments have been increased, in part, by the existing permit process and by existing land use regulations and that vitally needed housing developments have been halted or rendered infeasible despite the benefits to the public health, safety, and welfare of those developments and despite the absence of adverse environmental impacts. It is, therefore, necessary to enact this chapter and to amend existing statutes which govern housing development so as to provide greater encouragement for local and state governments to approve needed and sound housing developments.

65913.1. (a) In exercising its authority to zone for land uses and in revising its housing element pursuant to Article 10.6 (commencing with Section 65580) of Chapter 3, a city, county, or city and county shall designate and zone sufficient vacant land for residential use with appropriate standards, in relation to zoning for nonresidential use, and in relation to growth projections of the general plan to meet housing needs for all income categories as identified in the housing element of the general plan. For the purposes of this section:

(1) "Appropriate standards" means densities and requirements with respect to minimum floor areas, building setbacks, rear and side yards, parking, the percentage of a lot that may be occupied by a structure, amenities, and other requirements imposed on residential lots pursuant to the zoning authority which contribute significantly to the economic feasibility of producing housing at the lowest possible cost given economic and environmental factors, the public health and safety, and the need to facilitate the development of housing affordable to persons and families of low or moderate income, as defined in Section 50093 of the Health and Safety Code, and to persons and families of lower income, as defined in Section 50079.5