

City of Piedmont  
COUNCIL AGENDA REPORT

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DATE: May 19, 2025

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration of a Consulting Services Agreement with Dyett & Bhatia Urban and Regional Planners, in an Amount Not to Exceed \$179,440 for Services Related to the Implementation of Eleven Housing Element Programs, and Updates to the City's Subdivision and Zoning Codes

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**RECOMMENDATION**

1. Approve the attached consulting services agreement (Attachment 1, pages 7-31) in an amount not to exceed \$179,440 with Dyett & Bhatia Urban and Regional Planners (D&B) for services related to the implementation of eleven Housing Element Programs, and Updates to the City's Subdivision and Zoning Codes.
2. Authorize the City Administrator to approve budget adjustments to the scope of work as provided in Exhibit A within the not-to-exceed value of \$179,440.

**EXECUTIVE SUMMARY**

**State Legislation**

To address the local, regional, and statewide housing shortage, recent State legislation, including AB 686 (Santiago – Housing discrimination: affirmatively further fair housing) and SB 684 (Caballero – Land use: streamlined approval processes: development projects of 10 or fewer units), as well as AB 1397 (Low), AB 1505 (Bloom), AB 72 (Santiago) and Government Code section 65583(a), require cities to offer programs that affirmatively further fair housing and identify programs to remove governmental and non-governmental constraints to development. These recent State laws, including SB 9 (Atkins), SB 450 (Atkins), and SB 1123 (Caballero), also require updates to local subdivision standards.

**Current Fair Housing Programs**

The City of Piedmont and the cities of Albany, Emeryville, Dublin and Newark, along with the unincorporated portion of Alameda County, constitute the Alameda Urban County for purposes of many existing fair housing programs, including fair housing referrals, management of countywide grant programs, and receiving funding from the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program. Through Alameda County Housing and Community Development, the City of Piedmont participates in the EveryOneHome continuum of care program to provide services and housing to homeless individuals and families. The City also pools its resources with other Alameda County jurisdictions

to administer fair housing programs, such as coordinated entry, housing resource centers, analysis of impediments to fair housing, and countywide ADU educational tools.

### **6<sup>th</sup> Cycle Housing Element and Project Goals**

[Piedmont's 6th Cycle Housing Element](#) was adopted by the City Council in March 2023 and was deemed in substantial compliance with State law by the California Department of Housing and Community Development (HCD). It includes programs, including those listed previously, to broaden and increase the City's housing production, to develop new programs that support the zoning amendments recently adopted by the City Council, and to create innovative partnerships with organizations that provide affordable housing services, grants, and other programs that support special needs households. In March 2024 the City Council adopted revised land uses and [zoning standards](#) consistent with the 6<sup>th</sup> Cycle Housing Element. These revisions became effective in April 2024.

A majority of the Housing Element programs (Programs) are underway, ongoing or completed. Several of the Programs listed below might normally be implemented by an agency's housing division. Piedmont does not have a housing division nor the in-house expertise or capacity to implement the Programs listed below within the expected timeframe. The remainder of the Programs listed below are related to subdivisions, an activity that has been uncommon since Piedmont was "built-out" several decades ago. Additionally, Piedmont's subdivision regulations have not been updated in decades and do not reflect recently adopted State legislation.

<b>Number</b>	<b>Program Title</b>	<b>Due Date</b>
1.I	Lot Merger Incentives in Zone C and Zone D	January 2026
1.K	City Services Impact Fee for Multi-family Housing	July 2025
1.N	Municipal Services Parcel Tax Study	April 2026
1.T	On- and Off-site Improvement Standards	January 2025
3.E	Affordable Housing Fund	July 2024
3.G	Inclusionary Zoning	April 2025
4.J	Small Lot Housing Study	March 2026
4.K	Small Lot Affordable Housing Study	March 2024
5.B	Shared Housing Matching Services	August 2024
5.H	Housing for Extremely Low-income Individuals and Households RFP	January 2026
5.K	Transitional and Supportive Housing grant & partnership opportunities	January 2026

### **Professional Services Solicitation**

On February 26, 2025, The City of Piedmont issued a request for proposals (RFP) seeking professional consulting services to:

- a. Prepare research and recommendations in support of the implementation of affordable housing funding strategies in Piedmont's Housing Element, including: 1.K (City Services Impact Fee for Multifamily Housing); 1.N (Municipal Services Parcel Tax Study); 3.E (Affordable Housing Fund); and 5.K (Transitional and Supporting Housing grant and partnership opportunities);

- b. Prepare and present draft zoning and subdivision standards to guide new development pursuant to the following Housing Element programs: 1.I (Lot Merger Incentives in Zone C and Zone D); 1.T (On and Off-site Improvement Standards); and subdivision and condominium standards, including those to implement section IV, part g. (described below);
- c. Prepare and present draft regulations and procedures to implement Housing Element program 3.G (Inclusionary Zoning);
- d. Prepare research and recommendations to implement Housing Element programs 4.J (Small Lot Housing Study and associated condominium standards and guidelines) and 4.K (Small Lot Affordable Housing Study) including scattered site affordable housing and community land trust affordable housing types;
- e. Prepare research and recommendations regarding potential partnership with one or more homesharing programs like those provided by ECHO Housing, Covia Homematch, and others to implement program 5.B (Shared Housing Matching Services);
- f. Prepare research and recommendations and develop a strategic plan to implement program 5.H (Housing for Extremely Low-income Individuals and Households Study);
- g. Draft proposed subdivision standards in coordination with existing and new City of Piedmont standards for SB 9 (2021) and SB 450 (2024) development and with SB 1123 (2024) and SB 684 (2023) state requirements; and
- h. Draft recommended revisions to the Piedmont City Code Chapters 17, 18 and 19 for consistency with items (a) through (g) above.

Three consulting firms submitted proposals in response to the City's formal solicitation: Dyett & Bhatia Urban and Regional Planners (with subconsultant Economic & Planning Systems, Inc. (EPS)), Good City Company (partnered with Van Meter William Pollack, LLP (VMWP)), and Sagecrest Planning + Environmental. Staff formed an ad hoc committee to assist in the review of proposals. The panel included: Sara Lillevand (Piedmont resident, former Piedmont City Administrator); Chester Nakahara (Piedmont resident, former Public Works Director); Yildiz Duransoy (Piedmont resident, former member of Piedmont Planning Commission); Kevin Jackson (Director of Planning & Building); and Pierce Macdonald (Senior Planner).

The three proposals were reviewed independently by the members of the review committee, which then convened to discuss the proposals. The review committee determined that the three firms were qualified and invited the firms to interviews held on April 10<sup>th</sup>. While all three firms were generally experienced and capable, the review committee, for reasons detailed below, was unanimous in selecting D&B as the top-ranked firm to meet the City's needs as outlined in the RFP. Following the interviews, staff completed reference checks with current and past clients of D&B. The results of those reference checks affirmed and strengthened the recommendation of the D&B team for the implementation Programs that affirmatively further fair housing in Piedmont and related updates to the City's subdivision and zoning codes.

Dyett & Bhatia Urban and Regional Planners is a local government and land use consultant firm located in Oakland. The D&B team stood out for several reasons. Their proposal was thorough and met the scope of work outlined in the RFP. The firm has extensive experience updating zoning

codes and developing housing elements and fair housing programs for local jurisdictions throughout California and the Bay Area. Recent and ongoing zoning work includes code updates for Belvedere, Fairfax, Ross (Marin County), San Joaquin County, Richmond, Long Beach, and Turlock. D&B's recent work on housing elements and fair housing analysis in the Bay Area includes Fairfield, San Pablo, Oakland, Ross, and Fairfax. D&B is partnering with Economic & Planning Systems (EPS) on this project to perform feasibility and funding analysis (Programs 1.K, 1.N, 3.E and 5.K). has provided consulting services to hundreds of public- and private-sector clients in California and throughout the United States. EPS has recently provided services to Piedmont for the 6<sup>th</sup> Cycle Housing Element and the Moraga Canyon Specific Plan. The review committee was particularly impressed with the proposal's recommendation that the work be organized into four modules sorted to address related Programs and tasks, which would be beneficial to moving the project to completion in the proposed timeframe of 13 months, concluding in July 2026.

D&B's and EPS's extensive experience is enhanced by their highly qualified staff designated to work on this project. D&B Principal Andrew Hill will be the Project Manager. He has over 20 years of project management and leadership experience in the fields of planning, construction management, and engineering. Mr. Hill led the preparation of six housing elements during the current planning cycle and a particular focus of his recent work has been on strategies for facilitating in-fill development and affordable housing. D&B Participating Principal, Michael V. Dyett, has 40 years of experience writing zoning and subdivision regulations. Jason Moody, EPS's Managing Principal, has extensive experience in the areas of real estate market and financial analysis and will lead the housing financing and feasibility analysis.

As outlined in the scope of work attached to the consulting services agreement, the project timeline is expected to begin in June 2025 and end in July 2026. The cost for D&B's professional services is \$156,035 and includes all personnel costs, sub-contractors' costs, and direct costs, and delivery of products identified in the Scope of Work. Direct costs include travel (mileage), data gathering, and outreach materials printing. The variety of Housing Element programs the City is seeking to implement under this agreement introduces variables that might require a reasonable change to the scope of work. Staff recommends a 15% contingency (\$23,405), which would provide a reasonable buffer to address unexpected tasks as they arise. This would bring the total contract amount to \$179,440

### FISCAL IMPACT

The FY 2024/2025 Approved Budget includes \$467,500 for supplemental planning services, \$197,500 of which is allocated for the implementation of Housing Element programs and remains largely unspent. The proposed budget for FY 2025/2026 includes \$321,800 for supplemental planning services, \$200,000 of which is allocated for the implementation of Housing Element programs. Staff expect work to begin in June 2025 with the majority of the effort completed in FY 2025/2026 and the early months of FY 2026/2027.

CITY ATTORNEY REVIEW

The attached Agreement for Consultant Services was reviewed and approved as to form by the City Attorney.

CONCLUSION AND NEXT STEPS

Staff recommends that the City Council approve the Agreement for Consultant Services with Dyett & Bhatia Urban and Regional Planners. Should the City Council approve the agreement, staff is tentatively scheduled to meet with the D&B team on May 23 for the project kick-off.

Prepared by: Kevin Jackson, Director of Planning & Building

ATTACHMENTS:

Pages		
1	7-16	Agreement with Dyett and Bhatia Urban and Regional Planners for Services Related to the implementation of eleven Housing Element Programs, and Updates to the City’s Subdivision and Zoning Codes
	17-31	Exhibit A to the Agreement – Scope of Work

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## AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (the "Agreement") is made and entered into this 19th day of May, 2025, by and between THE CITY OF PIEDMONT, a municipal corporation (hereinafter referred to as "CITY") and Dyett & Bhatia Urban and Regional Planners, a California corporation (hereinafter referred to as "CONSULTANT"). CITY and CONSULTANT may be referred to individually as "Party" and collectively as the "Parties."

### RECITALS

WHEREAS, CITY requires professional services in connection with the implementation of Piedmont's 6<sup>th</sup> Cycle Housing Element Programs 1.I, 1.K, 5.K, 1.N, 1.T, 3.E, 3.G, 4.J, 4.K, 5.B, and 5.H; subdivision standards consistent with SB 9 (2021) and SB 450 (2024) development and with SB 1123 (2024) and SB 684 (2023) state requirements; condominium subdivision standards; and revisions to the Piedmont City Code chapters 17, 18 and 19 for consistency with the aforementioned work.

WHEREAS, CONSULTANT is qualified to perform such services; and

WHEREAS, CONSULTANT has agreed to provide CITY with such services on the terms and conditions set forth herein.

NOW, THEREFORE, for the considerations hereinafter set forth, CONSULTANT and CITY agree as follows:

### ARTICLE 1 - SCOPE OF SERVICES

- 1.1. **Scope of Work.** CONSULTANT agrees to furnish the services set forth in Exhibit A, Scope of Work, which is attached hereto and incorporated herein (the "Services").
- 1.2. **Compliance with Law.** The Services shall be performed in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and orders.
- 1.3. **Time is of the Essence.** CONSULTANT agrees to diligently prosecute the Services. In the performance of this Agreement, time is of the essence.
- 1.4. **Professional Competence.** CONSULTANT represents that it has the professional skills necessary to perform the Services and that it will perform the Services in a skillful and professional manner. CONSULTANT represents that it has all the necessary licenses to perform the Services and shall maintain them throughout the term of this Agreement. CONSULTANT agrees that the Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged, in the same or similar geographical area in which CONSULTANT practices its profession, and will prepare all work products required by this Agreement in accordance with such standards. CITY and CONSULTANT agree that CONSULTANT is in responsible charge of the Services and CITY shall have no control over the method or means of performance of the Services. Acceptance by CITY of the

Services does not operate as a release of CONSULTANT from professional responsibility for the Services performed.

- 1.5. **Independent Contractor.** CONSULTANT is an independent contractor and not an employee of CITY. CONSULTANT expressly warrants that it will not represent that it is an employee of CITY. Persons employed or utilized by CONSULTANT in the performance of the Services will not be employees or agents of CITY. CONSULTANT is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 1.6. **Confidentiality.** CONSULTANT agrees to maintain in confidence and not disclose to any person, firm, governmental entity, or corporation, without CITY's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of CITY. CONSULTANT further agrees to maintain in confidence and not to disclose to any person, firm, governmental entity, or corporation any data, information, technology, or material developed or obtained by CONSULTANT during the performance of the Services. The covenants contained in this Section 1.6 shall survive the termination of this Agreement for whatever cause.
- 1.7. **Ownership of Material.** Any reports and other material prepared by or on behalf of CONSULTANT under this Agreement (collectively, the "Documents") shall be and remain the property of CITY. All Documents not already provided to CITY shall be delivered to CITY on the date of termination of this Agreement for any reason. The Documents may be used by CITY and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes CITY may deem appropriate without further employment of or payment of any compensation to CONSULTANT.
- 1.8. **Documentation.** CONSULTANT shall keep and maintain full and complete documentation and accounting records, employee time sheets, and correspondence pertaining to the performance of the Services, and CONSULTANT shall make such documents available for review and/or audit by CITY and CITY's representatives at all reasonable times for at least four years after the termination of this Agreement or completion of the Services.
- 1.9. **Testimony.** CONSULTANT agrees to testify at CITY's request if litigation is brought against CITY in connection with the Services. Unless the action is brought by CONSULTANT or is based upon CONSULTANT's negligence, CITY will compensate CONSULTANT for the preparation and the testimony at CONSULTANT's standard hourly rates.

## ARTICLE 2 - COMPENSATION

- 2.1. **Compensation.** Compensation for the Services shall not exceed \$179,440.00 ("Cost Ceiling") without written amendment to this contract. The rates and costs shall be in accordance with the Budget and Fee Proposal beginning of page 8 of Exhibit A, attached hereto and incorporated herein.
- 2.2. **Invoices.** CONSULTANT shall submit monthly invoices in a form satisfactory to CITY



on or before the tenth day of each month for Services provided during the preceding month. CONSULTANT shall submit time and cost records as necessary to substantiate performance of the Services. Within 35 days after receipt of each such invoice, CITY shall verify the accuracy of the invoice, correct the charges where appropriate and as discussed and mutually agreed with CONSULTANT, and make payment to CONSULTANT in an amount equal to the amount of such invoice, as verified or corrected by CITY. No payment hereunder shall be construed as evidence of acceptance of any of CONSULTANT's work. CITY reserves the right to withhold payment from CONSULTANT on account of Services not performed satisfactorily, delays in CONSULTANT's performance of Services, or other defaults hereunder. CONSULTANT shall not stop or delay performance of the Services under this Agreement on account of payment disputes with CITY.

- 2.3. **Status Reports.** Together with each monthly invoice, CONSULTANT shall submit a status report detailing the amount expended on the Services to that date and the remaining amount to be expended before the Cost Ceiling is reached. CONSULTANT shall notify CITY in writing when payments have reached 90 percent of the Cost Ceiling.
- 2.4. **Withholding.** In lieu of holding retention, CITY shall withhold CONSULTANT's final payment until the Services are complete and CITY has received all Documents. CONSULTANT shall diligently continue and complete performance of the Services if the Services are not complete at the time CONSULTANT has performed services up to the Cost Ceiling.

### ARTICLE 3 - TIME OF PERFORMANCE

- 3.1. **Effective Date.** This Agreement shall become effective upon execution of the second signature and shall remain in full force and effect until the Services are completed (the "Term"). CONSULTANT agrees to complete all services by December 31, 2026.
- 3.2. **Termination.** This Agreement may be terminated at any time by CITY upon written notice to CONSULTANT.
- 3.3. **Final Payment.** CONSULTANT shall be entitled to compensation for Services performed up to the time of such termination, it being understood that any payments are full compensation for the Services rendered under this Agreement.
- 3.4. **Other Remedies.** Nothing in this Article 3 shall be deemed to limit the respective rights of the parties to terminate this Agreement for cause or otherwise to exercise any rights or pursue any remedies which may accrue to them.

### ARTICLE 4 - DESIGNATED CONTACTS

- 4.1. **CITY Contact.** CITY designates Kevin Jackson, its Planning & Building Director, as its contact who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to CONSULTANT's performance under this Agreement, and for liaison and coordination between CITY and CONSULTANT. In the event CITY wishes to make a change in CITY's representative,

CITY will notify CONSULTANT of the change in writing.

- 4.2. **CONSULTANT Contact.** CONSULTANT designates Andrew Hill as its contact, who shall have immediate responsibility for the performance of the Services and for all matters relating to performance under this Agreement. Any change in CONSULTANT's designated contact shall be subject to written approval by CITY.

#### ARTICLE 5 - INDEMNIFICATION AND INSURANCE

- 5.1. **Indemnification.** CONSULTANT shall, to the fullest extent allowed by law, with respect to claims, liability, loss, damage, costs, or expenses, including reasonable attorney's and expert witness fees, awards, fines, penalties, or judgments, arising out of or relating to the Services (collectively "Claims"), defend, indemnify, and hold harmless CITY, its Officials, officers, employees and agents (the "CITY Parties"), except to the extent the Claims are attributable to CITY Parties' gross negligence or willful misconduct. CONSULTANT shall defend the CITY Parties as required by California Civil Code Section 2778, and with counsel reasonably acceptable to those parties. CONSULTANT shall have no right to seek reimbursement from the CITY Parties for the costs of defense.

If CONSULTANT is a "design professional," as defined in California Civil Code Section 2782.8(c), CONSULTANT shall indemnify, defend, and hold the Indemnitees harmless against Liability only to the extent such Liability arises out of, pertains to, or relates to CONSULTANT's negligence, recklessness, or willful misconduct. In such an event, the cost to defend charged to CONSULTANT shall not exceed CONSULTANT's proportionate percentage of fault.

The obligations contained in this Section 5.1 shall survive the termination of this Agreement for whatever cause for the full period of time allowed by law and shall not in any way be limited by the insurance requirements of this Agreement.

- 5.2. **Health and Safety.** CONSULTANT may perform part of the Services at sites which contain unknown working conditions and contaminated materials. CONSULTANT shall be solely responsible for the health and safety of CONSULTANT's employees during the performance of the Services.
- 5.3. **Insurance.** CONSULTANT and all of CONSULTANTS employees, subcontractors, consultants and other agency shall procure, provide and maintain at all times during the performance of this Agreement, and for such additional periods as described herein, the insurance listed below with insurers licensed to do business in the State of California and with a Best's rating of no less than A:VII.
- A. Commercial Automobile Liability Insurance. Commercial Automobile Liability Insurance providing bodily injury liability and property damage, to protect against all liability arising out of the use of any owned, leased, passenger or commercial automobile at a minimum amount of \$2,000,000 combined single limit and \$4,000,000 aggregate. Coverage shall apply to hired and non-owned autos.

- B. Commercial General Liability Insurance. Commercial General Liability Insurance, with limits providing a minimum amount of \$2,000,000 combined single limit coverage for each occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. The insurance shall cover all operations including but not limited to the following: (1) premises, operations and mobile equipment liability; (2) completed operations and products liability; (3) contractual liability insuring the obligations assumed by CONSULTANT in this Agreement; (4) broad form property damage liability; (5) personal injury liability endorsement, including death; and (6) automobile bodily injury and property damage insurance, including all owned, hired and non-owned equipment.
- C. Professional Liability Insurance. Professional Liability Insurance protecting against liabilities arising out of or in connection with negligent acts, errors, or omissions of CONSULTANT and all of CONSULTANTS employees, subcontractors, consultants and other agency in connection with this Agreement, at a minimum amount of \$2,000,000 combined single limit coverage and \$2,000,000 aggregate, on a "claims made basis" with a continuation of coverage extension for liabilities for two years from the date the Services are substantially complete. Such professional liability policies shall include coverage for liability assumed by the CONSULTANT under this Agreement.
- D. Workers Compensation Insurance. Workers Compensation insurance, occupational disease insurance and employer's liability insurance shall be required with minimum limits as required by law, covering all workplaces involved in this Agreement.
- E. Policy Terms. Concurrently with execution of this Agreement, CONSULTANT shall provide CITY with Certificates of Insurance evidencing that CONSULTANT has obtained or maintains the insurance required by this Section 5.3. The Certificates shall be on forms acceptable to CITY. CONSULTANT shall also furnish CITY with original endorsements with the following documentation:
- Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after CITY shall have received written notification thereof from CONSULTANT by United States mail;
  - Providing that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, and include a "separation of insureds" or "severability" clause which treats each insured separately, except with respect to the limits of the insurer's liability (cross-liability endorsement);
  - Excepting CONSULTANT'S professional liability insurance, naming CITY, its City Council, boards, commissions, committees, officers, employees and agents as additional insureds ("Additional Insureds"); and
  - Providing that for any claims relating to CONSULTANT's services hereunder, CONSULTANT's insurance coverage shall be primary insurance with respect to CITY, its City Council, boards, commissions, committees, officers, employees and agents, and that any insurance or self-insurance maintained by

CITY for itself, its City Council, boards, commissions, committees, officers, employees and agents shall be in excess of CONSULTANT's insurance and shall not be contributory with it.

- It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverages requirements and/or limits shall be available to the Additional Insured, including but not limited to any umbrella or excess insurance. Furthermore, the requirements for coverage and limits shall be the greater of: (a) the minimum coverage and limits specified in this Agreement; or (b) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

F. Material Breach. If CONSULTANT fails to maintain insurance coverage or provided insurance documentation which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. CITY, at its sole option, may terminate this Agreement and obtain damages from CONSULTANT resulting from said breach. Alternatively, CITY may purchase the required insurance coverage, and without further notice to CONSULTANT, may deduct from sums due to CONSULTANT any premium costs advanced by CITY for such insurance. These remedies shall be in addition to any other remedies available to CITY.

#### ARTICLE 6 - NOTICES

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by facsimile or reputable overnight courier and shall be deemed received upon the earlier of: (1) if personally delivered, the date of delivery to the address of the person to receive such notice; (2) if delivered by Federal Express or other overnight courier for next business day delivery, the next business day; (3) if sent by facsimile, with the original sent on the same day by overnight courier, the date on which the facsimile is received, provided it is before 5:00 P.M. Pacific Time; or (4) if sent electronically, the date of delivery on the confirmed read receipt. Notice of change of address shall be given by written notice in the manner described in this Article 6. Rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice or communication sent. Unless changed in accordance herewith, the addresses for notices given pursuant to this Agreement shall be as follows:

If to CITY:                      City Administrator  
   120 Vista Avenue  
   Piedmont, CA 94611  
   Phone:  
   Facsimile:  
   Email:

If to CONSULTANT: Andrew Hill  
                                 4001 Howe Street  
                                 Oakland, CA 94611

Phone: (415) 956-4300  
Email: andrew@dyettandbhatia.com

## ARTICLE 7 - MISCELLANEOUS

- 7.1. **Conflict of Interest Prohibition.** CITY and CONSULTANT will comply with the requirements of the CITY's Conflict of Interest Code adopted pursuant to California Government Code §87300 et seq., the Political Reform Act (California Government Code §81000 et seq.), the regulations promulgated by the Fair Political Practices Commission (Title 2, §18110 et seq. of the California Code of Regulations), California Government Code §1090 et seq., and any other ethics laws applicable to the performance of the Services and/or this Agreement. CONSULTANT may be required to file with the CITY Clerk a completed Form 700 before commencing performance of the Services unless the CITY Clerk determines that completion of a Form 700 is not required, pursuant to CITY's Conflict of Interest Code. Form 700 forms are available from the CITY Clerk.

CONSULTANT may not perform Services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to CONSULTANT's obligations pursuant to this Agreement. CONSULTANT agrees to cooperate fully with CITY and to provide any necessary and appropriate information requested by CITY or any authorized representative concerning potential conflicts of interest or prohibitions concerning CONSULTANT's obligations pursuant to this Agreement.

CONSULTANT may not employ any CITY official, officer or employee in the performance of the Services, nor may any official, officer or employee of CITY have any financial interest in this Agreement that would violate California Government Code §1090 et seq. CONSULTANT hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of CITY. If CONSULTANT was an employee, agent, appointee, or official of CITY in the previous twelve months, CONSULTANT warrants that it did not participate in any manner in the forming of this Agreement. CONSULTANT understands that, if this Agreement is made in violation of Government Code §1090 et seq., the entire Agreement is void and CONSULTANT will not be entitled to any compensation for CONSULTANT's performance of the Services, including reimbursement of expenses, and CONSULTANT will be required to reimburse CITY for any sums paid to CONSULTANT under this Agreement. CONSULTANT understands that, in addition to the foregoing, penalties for violating Government Code §1090 may include criminal prosecution and disqualification from holding public office in the State of California.

Any violation by CONSULTANT of the requirements of this provision will constitute a material breach of this Agreement, and the CITY reserves all its rights and remedies at law and equity concerning any such violations.

- 7.2. **Subcontracting.** CONSULTANT may subcontract portions of the Services upon the prior written approval of CITY. CONSULTANT will be solely responsible for payment of such subcontract Services. No contractual relationship will exist between any such

subcontractors of CONSULTANT and CITY. CONSULTANT's subcontractors agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under the Agreement. CONSULTANT's subcontractors further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the CITY indemnity and insurance provisions will be furnished to CONSULTANT's subcontractors upon request.

- 7.3. **Entire Agreement.** This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by an amendment in writing signed by each party.
- 7.4. **No Assignment.** The Services are deemed unique and neither party shall assign, transfer, subcontract or otherwise substitute its interest in this Agreement or any of its obligations hereunder without the prior written consent of the other party. As limited by this Section 7.2, this Agreement is to be binding on the successors and assigns of the parties hereto.
- 7.5. **Severability.** If any part of this Agreement is determined to be unconstitutional, invalid or beyond the authority of either party, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the parties.
- 7.6. **Counterparts.** This Agreement may be signed in counterparts and, when fully signed, such counterparts shall have the same effect as if signed in one document.
- 7.7. **Choice of Law.** This Agreement and all matters relating to it shall be governed by the laws of the State of California without reference to its choice of laws principles and venue shall be in the appropriate court in San Mateo County, California.
- 7.8. **Waiver.** No failure on the part of either Party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder. A waiver by either CITY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other further breach.
- 7.9. **Mediation.** In the event the parties are unable to resolve a dispute arising under this Agreement through good faith negotiations, the parties agree to submit the matter to mediation with a mutually agreeable mediator. Prior to the mediation, the parties shall exchange any documents reasonably necessary to resolve the matter to be mediated.
- 7.10. **Attorney's Fees.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which may be set by the court in the

same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

- 7.11. **Interpretation.** In the event this Agreement is ever construed in any dispute between the parties, it and each of its provisions shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared jointly by the parties. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement.
- 7.12. **Authority.** Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.
- 7.13. **Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with, or cause of action in favor of, a third party against either the CITY or CONSULTANT. CONSULTANT's Services hereunder are being performed solely for the benefit of CITY. CITY shall be an express third-party beneficiary of all contracts between CONSULTANT and any subcontractors or subconsultants in connection with any services performed in connection with, or in furtherance of, this Agreement.

\* \* \*

*[Signatures on following page]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**CITY OF PIEDMONT**

By: \_\_\_\_\_  
Rosanna Bayon Moore, City Administrator

Date: \_\_\_\_\_

**CONSULTANT**

By: \_\_\_\_\_  
Rajeev Bhatia, President

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

Attest

By: \_\_\_\_\_  
Anna Brown, City Clerk

Approved As To Form

By: \_\_\_\_\_  
Michelle Marchetta Kenyon, City Attorney





# Proposal for the City of Piedmont Housing Element Programs



Submitted by:  
**DYETT & BHATIA**  
Urban and Regional Planners

In association with: Economic & Planning Systems (EPS)

April 25, 2025

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March 28, 2025

Kevin Jackson, AICP  
Director of Planning & Building  
City of Piedmont  
120 Vista Avenue, Piedmont, CA 94611

## COVER LETTER

Dear Mr. Jackson:

It is with great enthusiasm that we submit this proposal to assist the City with the Housing Element Programs project. Located in the Oakland Hills overlooking the San Francisco Bay, Piedmont is a charming residential community with an enviable quality of life. The City recently completed an update to the Housing Element of its General Plan, identifying sites to accommodate its assessed share of the regional housing need and programs that seek to facilitate the development of affordable housing locally and expand options for lower income residents, consistent with State law. With a view to implementation, the City is seeking expertise in zoning regulations, affordable housing funding strategies, and community outreach to develop recommendations tailored to the local context and to facilitate a community process that helps build consensus around actions that most effectively address needs in Piedmont.

We are truly excited about this opportunity to collaborate with staff, decision-makers, and the community. Dyett & Bhatia, together with our teaming partner Economic & Planning Systems, has the depth and breadth of experience necessary to address the complexities of the work, combining local knowledge with broad experience in zoning and subdivision regulations, Housing Element implementation, community engagement, environmental review, and housing feasibility and policy analysis.

The strengths we offer include:

- **Leadership in Zoning and Subdivision Regulations.** Dyett & Bhatia is widely recognized as a leader in the field of zoning, throughout California and nationally. We have extensive experience in preparing zoning and subdivision regulations for a wide variety of communities, including small and mid-size cities that value community character highly. Recent and ongoing zoning assignments include: Fairfax, Belvedere, Ross (Marin County), Richmond, San Joaquin County, Long Beach, Turlock, Chino (San Bernardino County), and Carson (LA County) involving a broad array of code tools including affordable housing overlays, density bonuses and inclusionary provisions, objective design standards for multifamily and mixed use development, permit streamlining, form-based development standards, “complete streets” standards, and best practices for neighborhood design, parking, landscaping and lighting.
- **Fair Housing Expertise.** Dyett & Bhatia has extensive experience in preparing housing elements and fair housing analysis. D&B prepared or assisted client with nine HCD-certified housing elements in the Sixth Cycle for jurisdictions throughout California, including Moreno Valley, Carson, and Oceanside in Southern California, as well as Fairfield, San Pablo, Oakland, Ross, and Fairfax in the Bay Area, and Monterey on the Central Coast. These projects involved the preparation of robust fair housing assessments and development of programs to address fair housing issues. Dyett & Bhatia is also currently preparing an Analysis of Impediments to Fair Housing for the City of Monterey and recently conducted an in-depth study of fair housing issues and data trends for the City of Carlsbad, providing recommendations to affirmatively reduce barriers to housing through housing creation, market opportunities, and mixed income strategies.

- **Rich Experience in Housing Feasibility Analysis.** Economic & Planning Systems is experienced in pro forma-based financial analyses of market-rate, affordable, and mixed-income developments and is well-versed in evaluating the feasibility of new development, as well as the financial implications of various public policies designed to support housing for targeted groups and locations. The firm recently conducted economic feasibility and fiscal impact analysis to assess development scenarios for a proposed project in Moraga Canyon, and is intimately familiar with local real estate economic conditions.
- **Demonstrated Community Engagement Skills.** Dyett & Bhatia offers strong community engagement and consensus-building skills. Our varied outreach techniques bring people into the process and give each person an opportunity to share opinions, give feedback, and see their ideas reflected. We have a successful track record of creatively engaging a wide variety of stakeholders on planning and zoning projects with a variety of digital and in-person strategies, including Coder user interviews, open house meetings, decision-maker study sessions, interactive online surveys, and social media polling.

If selected, the project will be led by senior staff with extensive experience on similar projects. Andrew Hill, will be the overall Principal-in-Charge and Project Manager, bringing over 20 years of planning experience, including recent housing element and zoning assignments in Fairfax, Ross, and Monterey, as well as ongoing zoning work in Turlock and Chino. Andrew will be assisted by Michael Dyett, FAICP, one of the most experienced zoning professionals in California, who will be a Code writer. Mr. Dyett has extensive zoning experience throughout California. Jason Moody, Managing Principal at Economic & Planning Systems, will lead work on housing feasibility and financing studies leveraging over 30 years of experience in the field and recent work in the City of Piedmont.

Our team is committed to creative, quality work. The caliber of our work is evidenced by our record of adopted plans and zoning ordinances and by 16 American Planning Association awards in the last six years, including an award for zoning and subdivision regulations for Richmond. We acknowledge receipt of an addendum to the RFP sent by the City on March 14, 2025.

We look forward to this opportunity to work with the City of Piedmont.

Cordially,

DYETT & BHATIA, Urban and Regional Planners



**Andrew Hill, MUP**

Principal

Tel: 415.702.8246

Email: andrew@dyettandbhatia.com

**DYETT & BHATIA**

Urban and Regional Planners

4001 Howe Street

Oakland, CA 94611

## APPROACH, SCOPE, AND DELIVERABLES

Located in the hills overlooking the San Francisco Bay, the City of Piedmont boasts historic architecture, tree-lined streets, excellent schools and parks, and an enviable quality of life. Piedmont is a residential community comprised predominantly of single-family homes with some limited commercial development on Grand Avenue and Highland Avenue. Like other cities in the Bay Area, the City recently updated the Housing Element of its General Plan to address local housing needs and new State law. The Housing Element identifies sites that can accommodate 587 new units to meet its assessed share of the regional housing need at all income levels. Additionally, the Housing Element includes implementation programs that seek to facilitate the development of affordable housing locally and expand options for lower income residents, consistent with State law.

Looking toward implementation of Housing Element programs, the City is seeking expertise in zoning and land use regulations, affordable housing funding strategies, and community outreach to develop recommendations tailored to the local context and to facilitate a community process that helps build consensus around actions that most effectively address needs in Piedmont.

### APPROACH

Based on a careful review of the RFP and our experience with similar projects, we recommend the following three-part approach for the project:

#### BEGIN WITH ANALYSIS OF OPTIONS

The eleven Housing Element programs and additional subdivision ordinance tasks listed in the RFP identify tasks to address specific local needs and constraints. In developing recommendations for implementation of these programs, we will examine various alternatives, describe the pros and cons of each, and consider impacts on development costs, review times, and the overall quality of new development. This will involve research into best practices used successfully in peer communities, as well as interviews with developers, design professionals, property owners, staff from peer communities, affordable housing service providers, and other Code users. We will assess the applicability and the beneficial effects of various options for Piedmont, documenting the findings and recommendations in a series of memos. The memos will incorporate case studies, illustrations, and graphics in a readable format to lay out approaches, options, and framework for subsequent community engagement.





## TEST AND REFINE IDEAS IN PUBLIC FORUMS

The preliminary options and recommendations will be presented to community members and decision-makers in a variety of forums to solicit feedback with a view to refining them. This will include web and social media engagement, open house meetings, and study sessions with the Planning Commission, City Council, and the Budget Advisory and Financial Planning Committee. We will explain the concepts in “plain English,” using real world examples and depicting information graphically to help people visualize outcomes. The intent is to allow community members and decision-makers to ask questions and help customize solutions in advance of adoption, and in so doing, to build consensus around a set of actions best suited for Piedmont.

## BRING AMENDMENTS AND PROGRAMS FOR FORMAL ADOPTION

After vetting and refining the options with community and stakeholder input, draft zoning and subdivision regulations will be prepared and presented to decision-makers at adoption hearings. Prior engagement activities will be instrumental in streamlining the path to adoption as many questions and concerns will have been discussed openly and addressed prior to the hearings.

## SCOPE OF WORK

This section presents the proposed Scope of Work for the project, highlighting meetings and deliverables. The timing and sequence of tasks are shown on the schedule at the end of this chapter. Initials in parentheses following the sub-section heading identify the lead firm for each sub-task:

- Dyett & Bhatia (D&B)
- Economic & Planning Systems (EPS)

## TASK 1: START UP AND ONGOING MANAGEMENT

**Objective:** Engage with City staff for startup of the project and prepare for initial public engagement. This task also includes regular ongoing project management and coordination with City staff throughout the process.

**Kickoff Meeting (Team).** D&B will facilitate a meeting with City staff to: review project objectives; discuss project issues and challenges; review the work plan, schedule, and preliminary public engagement program; clarify responsibilities and expectations; and establish communication protocols. The kickoff

meeting is an important opportunity for staff to highlight project priorities and desired outcomes. The meeting will also be an opportunity to review and confirm data needs and to discuss code user interviews and initial outreach to be conducted in Task 2.

### Community Involvement Strategy (D&B).

Following the kick off meeting, we will prepare a written Community Involvement Strategy that outlines engagement strategies and approaches, project messaging, stakeholder identification, timeframes and responsibilities. It will identify meaningful opportunities for community members to provide input that influences project outcomes. D&B will compile and summarize public comment obtained through community engagement and involvement.

**Web Presence and Social Media (D&B).** We assume that a page on the City’s website will be created to serve as a one-stop portal for all information related to the Zoning and Subdivision Code Update. D&B will



create materials for the webpage to be shared via the City's social media channels to raise awareness of the project and promote participation.

**Ongoing Project Management (D&B).** D&B will participate in regular check-in meetings with City staff throughout the course of the project, maintaining the schedule and action item list as needed for ongoing project management. Other team members may attend check-in meetings on an as needed basis. In addition to check-in meetings, the scope of work assumes ad hoc phone calls and email correspondence with staff for coordination through the project.

- *Meetings: Kick off meeting; ad hoc meetings with staff*
- *Deliverables: Community Involvement Strategy; web and social media materials*

## TASK 2: DEVELOP OPTIONS AND RECOMMENDATIONS

**Objective:** *Engage with stakeholders, conduct background research, compile case studies, and prepare recommendations for implementing Housing Element programs. Organize information into four modules that can be presented in a series of study sessions intended as a forum for feedback prior to finalization.*

**Code User Interviews (D&B).** D&B will prepare for and participate in eight (8) small group interviews with code users and stakeholders over two days at the outset of the project. Participants may include property owners, community members, developers, architects, City staff, and/or elected and appointed officials. The list of participants will be developed in coordination with City staff, and once finalized, D&B will schedule the meetings. The interviews, held either virtually or face-to-face, will be structured as informal discussions meant to elicit candid input on key issues and give us a broad sense of the community, major issues of concern, deal breakers, desirables, and the political factors that may come into play. Issues identified by code users that relate to the focus of the update will be classified and sorted to identify common themes and shared concerns, summarized in a short memorandum.

**Options and Recommendations (D&B, with EPS).** This task will involve preparing background research and case studies to identify and analyze implementation options for the Housing Element programs and subdivision ordinance tasks listed in the RFP. Two (2) case studies will be prepared for each program and subdivision tasks, highlighting the experience of peer communities with comparable programs and standards in order to provide context and frame options

to be considered in Piedmont. The case studies will be produced as profiles in a consistent, visually distinctive format with salient facts, figures, images, and narrative summaries of issues addressed and outcomes achieved.

The findings of this research will be presented in a series of memos and related topics will be organized into four (4) modules for that can be presented in a series of study sessions. Each memo will present findings, discuss options for implementation, and make recommendations on the applicability of concepts in Piedmont. The four modules are:

- **Module 1: Inclusionary Zoning and Home Matching (D&B)** - This module will address Housing Element programs 3.G and 5.B. Peer jurisdictions that have successfully used these strategies will be identified and options for implementation will be assessed with the help of two case studies for each program. Key considerations for the inclusionary ordinance will include: the percentage of affordability to require without adversely affecting feasibility; the income category(ies) to require (ex: moderate, low, very low); minimum project size (ex: 4 units or 10 units are common thresholds); whether there should be different requirements for rental vs. for-sale units; and whether to structure the inclusionary ordinance to offer bonus density on a sliding scale in exchange for a deeper commitment to affordability. A discussion of provisions to be in an inclusionary housing agreement (such as income eligibility and marketing of units), resale controls on ownership units, and provisions for appeals, reductions, adjustments and waivers will also be included. Recommendations will consider input from code user interviews and reflect specific site conditions in Piedmont. Key considerations for a Home Matching Program will include partnership opportunities; procedures and protocols for tenant vetting; rental agreements; dispute resolution; and security and safety.
- **Module 2: Funding Programs (EPS)** - This module will address Housing Element programs 1.K, 1.N, 3.E, and 5.K. Research will describe their function, regulatory parameters, benefits, and implementation considerations. For each strategy, EPS will prepare two (2) case studies featuring jurisdictions where the funding strategy or program has been implemented. Case studies will describe how the housing strategy affected development and any measurable impacts or project outcomes. Where applicable, EPS may conduct interviews or conversations with program staff to gather more in-depth detail. EPS

will determine case study jurisdictions in collaboration with City staff and aim to select examples from cities of similar size, demographics and/or applicable housing goals or programs. EPS may conduct research on alternative strategies assuming one or several of those identified above is discarded early in the study process. As needed, EPS will leverage research and knowledge from recent and ongoing project work in Piedmont, particularly the affordable housing financing research for the Moraga Canyon Specific Plan and MTC Priority Sites Grant technical assistance. This project involves in-depth research on funding opportunities and selection criteria for public infrastructure for affordable housing and therefore particularly supports 5.K Transitional and Supportive Housing grant and partnership opportunities, as well as ELI housing strategies (program 5.H, see below).

- Module 3: Lot Mergers and On/Off-Street Improvements - This module will address Housing Element programs 1.I and 1.T. The Housing Element identifies potential sites for housing in commercial areas on Grand Avenue and Highland Avenue, where small parcel size is a constraint on development feasibility and where public infrastructure improvements are needed to support new development. Potential incentives for lot mergers will be identified, such as adjustments to setback, height, building coverage, and landscaping standards and the number of bedrooms based on a review of standards used in comparable jurisdictions and feedback from code user interviews. Prototypes for testing based on sample projects in peer East Bay communities will be developed and an assessment of whether modifications to standards for merged lots can facilitate additional density up to the maximum permitted will be made. Based on results, regulatory incentives will be screened and prioritized to inform recommendations. A review of subdivision on and off-street improvement requirements in peer jurisdictions, such as roadway and sidewalk, fire hydrants, utility, stormwater, sewer requirements, will be conducted and compared

with current City practice. Recommendations on standards to codify will be made, including consideration of how modifications to these standards may be offered as incentives for lot mergers and consolidations, as well as for affordable housing development.

- Module 4: Small Lot Housing, Extremely Low Income Housing and Subdivision Standards - This module will address Housing Element programs 4.J, 4.K, 5.H, and 5.K as well as subdivision ordinance tasks. A series of new State laws aims to incentivize small housing development in California communities to provide additional housing options that may be “affordable by design,” based on their smaller size. These laws allow for subdivision of single-family lots, construction of small “starter” homes on qualifying lots, and various alternative ownership structures, including fee-simple ownership, condominium, common interest developments, housing cooperatives, or community land trusts. Programs 4.J and 4.K may also help the City of Piedmont prepare for future Housing Element programs by providing research into the feasibility of small lot affordable housing (on sites less than ½ acre in size). State law also provides for streamlined approval and ministerial review of small housing developments. We will review provisions of State law on small lot development and determine what additional standards and review procedures may be needed to complement the incentives development for lot mergers in Module 3. These may include additional objective development standards related to building types, such as bungalow courts, townhouses, and small lot single-family development (attached and detached). Consideration will be given to standards and permitting procedures used in peer cities, based on a minimum of two (2) case studies, research, and code user input. Recommendations will propose additional standards and review procedures, reflecting specific conditions on sites in Piedmont, and highlight considerations for alternative ownership models.





The City's Subdivision regulations and condominium standards need to be modernized for compliance with State law and consistency with best practices in peer communities. This effort will involve a review of City practices and recent project applications as well as benchmarking with peer communities and preparation of a minimum of two (2) relevant case studies. Code amendments and incentives needed to reflect State law and Planning Commission-approved standards for small lot development will be identified. Additionally, as part of this module, we will build a network of contacts for extremely low income (ELI) populations through stakeholder interviews with community members, affordable housing developers, services providers, and other municipalities. The objective of this exercise is to build an understanding of the needs of ELI households and prepare for affirmative marketing efforts that can effectively communicate the availability of ELI housing in Piedmont to the target demographic when such units are available.

An administrative draft of each module will be submitted to City staff for review. Upon receipt of a consolidated set of comments, we will revise the content for presentation to the community members and decision-makers as part of Task 4.

- *Meetings: Code User interviews (8); ad hoc meetings with staff*
- *Deliverables: Modules 1-4*

### TASK 3: STRATEGY TESTING AND REFINEMENT

**Objective:** Test options and recommendations in a variety of public forums, using input received to refine draft regulations and recommendations. Coordinate with City communications staff to raise awareness of the project in the community and drive participation.

**Study Sessions (D&B with EPS).** Each module of options and revisions will be presented in person at a study session before City decision-makers. The intent is to provide an opportunity for City officials to ask questions and become familiar with materials and for the consultant to receive input that can be used to refine Code revisions before the hearing process begins. We envision a total of six study sessions, each taking place before either the Planning Commission, the City Council, and/or the Budget Advisory and Financial Planning Committee. Depending on the topic and the range of options, joint study sessions of the Commission and Council may be an efficient way to review materials. For each study session, the D&B

team will prepare a PowerPoint presentation and facilitate a discussion to elicit feedback on the options and recommendations, summarizing and documenting input received in a memo.

**Open House Meetings (D&B with EPS).** An open house meeting will be held immediately prior to each study session to present the options and recommendations to community members and allow for questions in an informal setting. We will prepare display boards and interactive exercises to introduce concepts and elicit feedback. Alternately, content may be displayed digitally and live polling tools can be used to capture feedback. Community questions and input will be summarized and documented in a memo.

**Pop Up Outreach (D&B).** Using a "go to them" strategy, we will engage community members at local events around town, such as the Piedmont Harvest Festival, Walking on Wednesdays, or 2nd Thursdays Flix Fest. Engagement may include stop-and-share stations, live polling, or interactive activities to collect input from community members. Pop up outreach events will also be an opportunity to raise awareness of the project in the community and drive participation in open house meetings. Up to four (4) pop up outreach events will be conducted. Timing, location and format will be determined in coordination with City staff.

- *Meetings: In-person study sessions (6); open house meetings (6); pop up outreach events (4); ad hoc meetings with staff*
- *Deliverables: Presentations; display boards and outreach materials; memos documenting input and feedback*

### TASK 4: DRAFT CODE AND ENVIRONMENTAL REVIEW

**Objective:** Prepare administrative draft, screencheck, and public review drafts of the code revisions and CEQA document. Assist staff with public release.

**Prepare Draft Zoning Code and Subdivision Ordinance (D&B).** Based on feedback from study sessions and open house meetings in Task 4, we will prepare the Public Review Draft of code revisions, redlining to highlight additions and deletions. We will submit an Administrative Draft for City staff review and revise based on a consolidated set of comments to prepare the Public Review Draft.

**Prepare CEQA Clearance Document (D&B).** Prepare a CEQA clearance document, tiering from the EIR for the 2023-2031 Housing Element Implementation Project. As the Code will merely implement programs identified in the Housing Element, comprehensive environmental assessment of which was carried out at the time of adoption, this proposal assumes the tasks and costs associated with an addendum or an Initial Study/Negative Declaration. Revise based on City staff comments.

- *Meetings: Ad hoc meetings with staff*
- *Deliverables: Draft zoning and subdivision regulations; draft resolutions; CEQA clearance document*

## TASK 5: PUBLIC REVIEW AND ADOPTION

**Objective:** Conduct public review and successfully take the Draft Code revisions and related environmental documentation through the public hearing process. Following public review by the City Council, documents will be revised to incorporate specific text and diagram changes made by the City Council for adoption.

**Prepare Presentation and Hearing Materials (D&B).** Prepare materials for the public review and adoption phase, including a PowerPoint presentation and resolutions. We assume the City will provide templates for resolutions.

**Planning Commission Review (D&B).** Present the Public Review Draft of the Code revisions to the Planning Commission at up to two (2) public hearings; based on comments received prepare an Addendum to capture recommended changes for Commission approval as a recommendation to the City Council.

**Prepare Final Hearing Draft (D&B).** Following Commission action, use the Addendum, as modified by the Commission, to prepare a final Hearing Draft of the Code revisions for City Council review.

**City Council Review (D&B).** Present the Public Review Draft of the Zoning Code and Subdivision Ordinance to the City Council and respond to comments at up to two (2) public hearings.

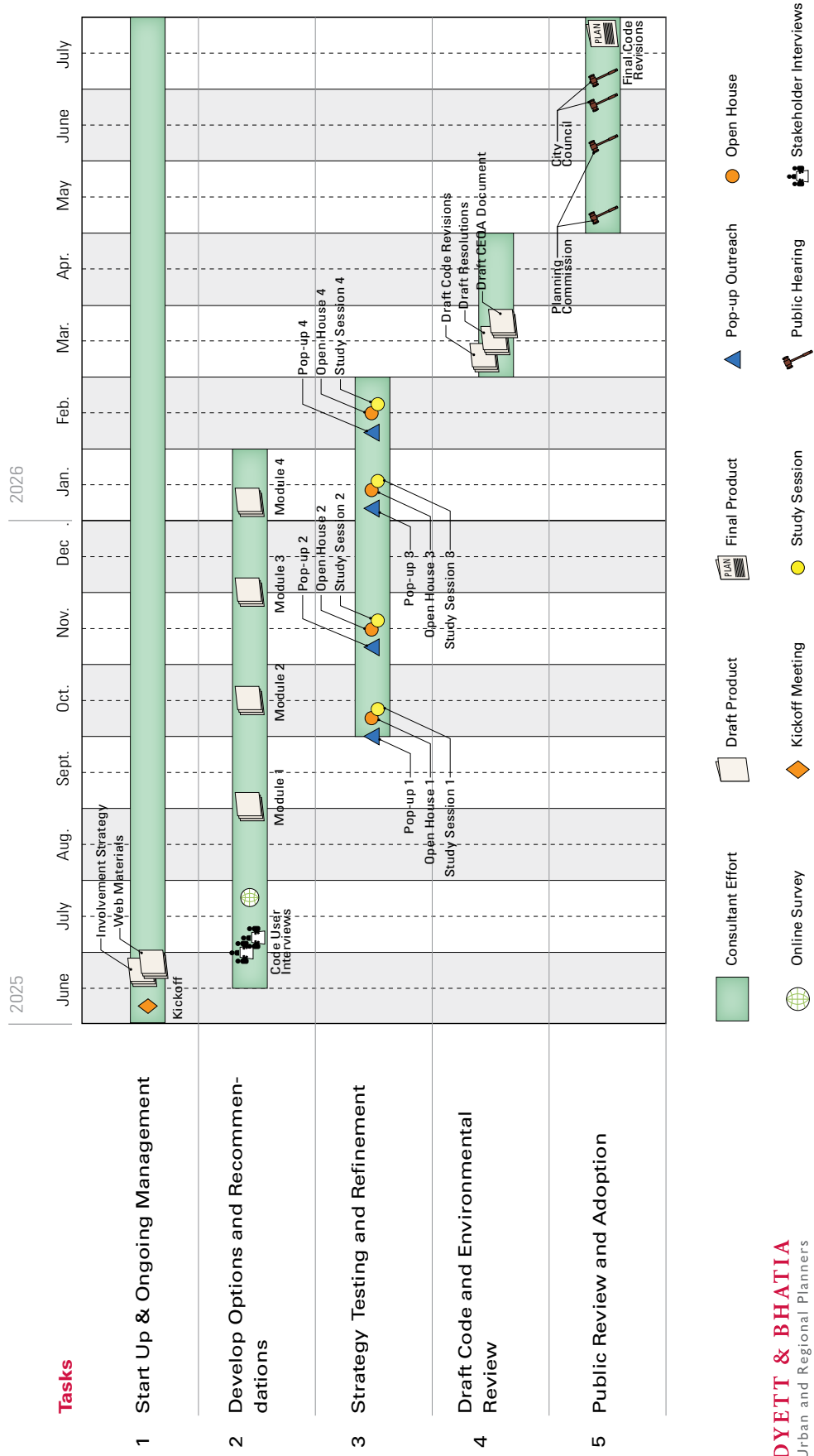
- *Meetings: Planning Commission hearings (2); City Council hearings (2); ad hoc meetings with staff*
- *Deliverables: Hearing Draft and Final Code revisions*



# SCHEDULE

## Proposed Schedule

Piedmont Housing Element Programs  
March 28, 2025







## BUDGET AND FEE PROPOSAL

The guaranteed maximum fee for the scope of work identified in our proposal for the project is \$156,035; this fee will not be exceeded provided there are no changes in the Scope of Work. The worksheets on the following pages show detailed hours and budget by task and sub-task for all team members. Two tables are shown: one for hours and one for fees. Fees include all personnel costs, sub-contractors' costs, and direct costs, and delivery of products identified in the Scope of Work. Direct costs include travel (mileage), data gathering, outreach materials printing.

Additionally, we recommend that the City set aside a contingency equivalent to approximately 25 percent of the total contract value.

### BUDGET ASSUMPTIONS

Our cost proposal is based on the following assumptions:

- **Meeting Attendance.** The budget assumes attendance at meetings as shown in the Scope of Work. Meetings with City Staff will occur as needed throughout the planning process, as specified in the Scope of Work. All meetings are assumed to be attended by D&B, with sub-consultant attendance as noted or as required. Costs of additional meeting attendance would be on a time and materials basis if requested; such costs are not included within the guaranteed maximum fee.
- **Consolidated Comments and Direction.** Unless otherwise noted in the Scope of Work, City staff will provide a single set of consolidated, non-conflicting comments on the review drafts of all documents. Unless otherwise specified, each product will be finalized following one round of staff review; additional iterations and reviews will be considered additional service.
- **Presentations, Agendas, Meetings Summaries.** D&B will prepare agendas, handouts, presentations, and meeting summaries for all public meetings. D&B will also prepare presentations for all

decision-maker meetings that we attend as well as a memo to support preparation of staff reports. As decision-maker meetings are structured around review of products, these products would be forwarded to City staff in advance of the meetings. Meeting summaries will be brief recaps of topics discussed and will not constitute actual meeting minutes.

- **Electronic files.** Electronic files of all documents will be provided in PDF and Word via email or file transfer service. PDFs will be provided in high-resolution print format and lower-resolution web-compatible format, as appropriate. D&B will also provide native electronic files of all documents created by the consultant team upon completion of the project – these may be in Word or for graphic-intensive documents, in Adobe InDesign. Maps will be provided in Illustrator or ArcGIS format, depending on native format.
- **Printed Documents.** The consultant team will assume responsibility for printed documents as specified in the Scope of Work. Our budget includes costs for printing outreach materials (e.g. large format maps, handouts, etc.). We will also provide printed copies of draft and final products as described in the Scope of Work. Given that the precise length of documents cannot be known at the time of proposal, printing costs provided are estimates. D&B reserves the right to bill actual costs in the event they exceed the estimates. In this event, substantiation of costs will be provided.
- **Travel Expenses and Other Direct Costs.** The budget includes direct costs related to the project, including travel expenses, printing costs, and other similar reimbursable items. These will be billed at cost (i.e., without any mark-up).
- **Reallocation by Task/Subconsultant.** D&B reserves the right to reallocate budget by task or consultant team member, provided the overall project budget is not affected.

## BUDGET

## Proposal for City of Piedmont Housing Element Programs

## HOURS BY TASK

March 28, 2025

	Task 1	Task 2	Task 3	Task 4	Task 5	TOTAL
	Kick off & Ongoing Management	Options & Recommendation	Strategy Testing & Refinement	Draft Code & CEQA Review	Adoption	
<b>Dyett &amp; Bhatia</b>						
A. Hill, Principal	24	72	48	24	32	200
M. Dyett, Consulting Principal	8	80	12	32	8	140
H. Pierson, Associate	4	48				52
K. Chavez, Planner	4		60	24		88
Project Assistant	2	24	24	12	16	78
<b>Sub-Total</b>	<b>42</b>	<b>224</b>	<b>144</b>	<b>92</b>	<b>56</b>	<b>558</b>
<b>EPS</b>						
J. Moody, Managing Principal	3	11		6		20
D. Smith, Managing Principal	3	10		6		19
R. Ren, Associate	6	42		6		54
<b>Sub-Total</b>	<b>12</b>	<b>63</b>	<b>0</b>	<b>18</b>	<b>0</b>	<b>93</b>
<b>TOTAL HOURS</b>	<b>54</b>	<b>287</b>	<b>144</b>	<b>110</b>	<b>56</b>	<b>651</b>

**Proposal for City of Piedmont Housing Element Programs****BUDGET BY TASK**

March 28, 2025

	Hourly Rate	Task 1	Task 2	Task 3	Task 4	Task 5	TOTAL
		Kick off & Ongoing Management	Options & Recommendations	Strategy Testing & Refinement	Draft Code & CEQA Review	Adoption	
Dyett & Bhatia							
A. Hill, Principal	\$ 250	\$6,000	\$18,000	\$12,000	\$6,000	\$8,000	\$50,000
M. Dyett, Consulting Principal	265	2,120	21,200	3,180	8,480	2,120	37,100
H. Pierson, Associate	175	700	8,400	0	0	0	9,100
K. Chavez, Planner	155	620	0	9,300	3,720	0	13,640
Project Assistant	110	220	2,640	2,640	1,320	1,760	8,580
Direct Cost:		50		250		150	450
Sub-Total		\$9,710	\$50,240	\$27,370	\$19,520	\$12,030	\$118,870
EPS							
J. Moody, Managing Principal	\$ 345	\$1,035	\$3,795	\$0	\$2,070	\$0	\$6,900
D. Smith, Managing Principal	345	1,035	3,450	0	2,070	0	6,555
R. Ren, Associate	215	1,290	9,030	0	1,290	0	11,610
Direct Cost							0
Sub-Total		\$3,360	\$16,275	\$0	\$5,430	\$0	\$25,065
TOTAL FEE							
		\$13,070	\$66,515	\$27,370	\$24,950	\$12,030	\$143,935

