City of Piedmont COUNCIL AGENDA REPORT

DATE: August 19, 2024

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration of a Consulting Services Agreement with Good City Company, in

an Amount Not to Exceed \$250,000 for Services Related to the Preparation of

Objective Design Standards for Residential Buildings

RECOMMENDATION

- 1. Approve the attached consulting services agreement (Attachment 1, pages 5-52) in an amount not to exceed \$250,000 between the City of Piedmont (City) and Good City Company (Good City) for services related to the preparation of objective design standards for residential buildings.
- 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 \$250,000.

EXECUTIVE SUMMARY

<u>Piedmont's 6th Cycle Housing Element</u> 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). The City of Piedmont first adopted Residential Design Review Guidelines in 1988. The 1988 Guidelines were replaced in 2019 by a comprehensive update titled *The City of Piedmont Single-Family, Multi-Family, Commercial and Mixed-Use Design Guidelines*.

To comply with State law and as part of efforts to implement 6th Cycle Housing Element programs, the City has accomplished the following:

- The Design Guidelines were amended in February 2020 to include objective design standards for ADUs, which have been the primary form of new housing in Piedmont for the past few decades.
- The Guidelines were amended again in September 2023 to include pre-approved plans for ADUs and objective design standards for multi-family dwellings and mixed-use development, and to change its title to <u>The City of Piedmont Single-Family</u>, <u>Multi-Family</u>, ADU, Commercial and Mixed-Use Design Standards and Guidelines.
- In March 2024, the City Council adopted revised <u>zoning standards</u> consistent with the 6th Cycle Housing Element.

However, additional work is necessary to implement the following Housing Element programs that entail the development of objective design standards:

- Program 1.J states, in part: "To help create additional housing sites and additional housing and respond to community interest in this housing type during development of the Housing Element, the City will adopt objective design standards for single-family zones (Zone A and Zone E) to help streamline review and approval of projects on properties that are eligible for lot splits and/or additional units under SB 9.
- Program 4.M states, in part: "Consistent with State law, including SB 35 and SB 330, the
 City will adopt objective design standards for multi-family and residential mixed-use
 projects. The purpose of these standards is to expedite the approval and development
 process for such projects and support the City in meeting its housing goals."

California law requires that new housing development projects that meet specific criteria be processed ministerially and that they be subject to objective design standards (ODS). As provided in California Government Code Section 65913.4, these are "standards that involve no personal or subjective judgement by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal." This means that any City standards that are subjective in nature cannot be imposed in certain circumstances, and accordingly, the development of objective design standards provides an opportunity for the City to shape development while adhering to State law requirements.

The types of new housing developments that may meet the criteria for ministerial review and be subject to objective design standards are 1-to-4-unit residential buildings (including a single-family dwelling unit), accessory dwelling units (ADUs), multi-family residential buildings, and mixed use (commercial and multi-family residential) buildings. Except for 1-to-4-unit residential buildings the City has previously adopted objective design standards for all of these types of residential buildings. Staff recognizes that the previously adopted ODS may need updating to incorporate current best practices.

On May 29, 2024, The City of Piedmont issued a request for proposals (RFP) seeking professional consulting services to:

- a) Facilitate a set of meetings with community members, City review bodies, and multifamily builders and designers who frequently build in Piedmont and neighboring cities;
- b) Prepare objective design standards for 1-to-4-unit residential development subject to ministerial review as provided under California Government Code;
- c) Review and update the objective design standards for ADUs as needed. The standards should consider the various types, number of stories and locations of ADUs: attached, detached, rear yard, street yard, garage conversion or over a garage, one- and two-story, and minor modifications to State approved manufactured ADUs;
- d) Review and update (if necessary) the objective design standards for multi-family and mixed-use (multi-family residential and commercial) development;
- e) Incorporate the standards into a revised City of Piedmont Design Standards and Guidelines; and

f) Recommend revisions to the Piedmont City Code for consistency with items b through e above.

Five consulting firms submitted proposals in response to the City's formal solicitation: Dahlin Group, Good City Company (partnered with Van Meter William Pollack, LLP (VMWP)), Object Partners, Opticos and Urban Planning. Staff formed an ad hoc committee to assist in the review of proposals.. The panel included: Arleta Chang (Piedmont resident, Architect, former member of Piedmont Planning Commission); Claire Parisa (Piedmont resident, former member of Piedmont Housing Advisory Committee); Yildiz Duransoy (Piedmont resident, former member of Piedmont Planning Commission); Kevin Jackson (Director of Planning & Building); and Gopika Nair (Associate Planner).

The five proposals were reviewed independently by the members of the review committee, which then convened to discuss the proposals. The review committee determined that three firms were qualified and invited the firms to interviews held on July 31st. While all three firms were generally experienced and capable, the review committee, for reasons detailed below, was unanimous in selecting Good City Company 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 Good City and VMWP. The results of those reference checks affirmed and strengthened the recommendation of the Good City team for the preparation of ODS as a tool to help guide residential development in Piedmont.

Good City Company is a local government and land use consultant firm located in Redwood City. Good City is teaming with VMWP, an architecture and urban design firm with a base in San Francisco. The Good City and VMWP team stood out for several reasons. Their proposal was thorough and included a public engagement approach and project timeline that met the scope of work outlined in the RFP. In addition, both firms have extensive experience working with small and mid-sized cities in the Bay Area and throughout California and the U.S. Good City's experience in developing ODS and similar work includes such work in the Cities of Brisbane, San Carlos, San Mateo, and Burlingame and the Town of Scotts Valley. VMWP is a national leader in the development and implementation of ODS and, in addition, has nationwide experience designing real world residential buildings.

Good City's and VMWP's extensive experience is enhanced by their highly qualified staff designated to work on this project. Good City's Principal-in-Charge, Aaron Aknin, has over two decades of Bay Area municipal experience. His most recent municipal positions were as Assistant City Manager and Community Development Director with the City of Redwood City. Good City's Kevin Gardiner will serve as project manager. He has nearly three decades of experience in both public service and private consulting. Most recently, Mr. Gardiner was the Community Development Director for the City of Burlingame. VMWP team members include Senior Partner Rick Williams, who has worked extensively with public agencies to develop regulatory frameworks and write innovative codes and guidelines; and Senior Partner Karen Murray, who's education in architecture and urban design preceded over two decades of experience designing residential architecture.

As outlined in the scope of work attached to the consulting services agreement, the project timeline is expected to begin in September 2024 and end with the adoption of ODS in June 2025. The cost for Good City's professional services includes the professional fees, direct costs, subconsultant administrative oversight costs and a 5.9% contingency, as follows:

Professional Fees	\$224,415
Direct Costs	\$3,700
Administrative Oversight	\$8,048
Total Project Budget	\$236,163
Contingency (5.9%)	\$13,837
Total with Contingency	\$250,000

Direct costs are for printing costs and travel expenses. Administrative oversight costs are those related to the coordination between Good City and its subcontractor VMWP. While staff believes that the number of hours accounted for in the scope of work and budget is comprehensive and sufficient, a 5.9% contingency is included to account for unforeseen circumstances.

FISCAL IMPACT

The FY 2024/2025 Approved Budget includes \$467,500 for supplemental planning services, \$250,000 of which is allocated for the development of objective design standards. Staff expects all of the work to be completed in FY 2024/2025.

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 Good City Company. Should the City Council approve the agreement, staff is tentatively scheduled to meet with the Good City + VMWP team on August x for the project kick-off.

Prepared by: Kevin Jackson, Director of Planning & Building

ATTACHMENTS:

Pages

	1 ages	
1	5-14	Agreement with Good City Company for Services Related to the Preparation of
		Objective Design Standards for Residential Buildings

15-52 Exhibit A to the Agreement – Scope of Work

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (the "Agreement") is made and entered into this 19th day of August, 2024, by and between THE CITY OF PIEDMONT, a municipal corporation (hereinafter referred to as "CITY") and Good City Company, 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 preparation of objective design standards for residential buildings, incorporating those standards into the *City of Piedmont Design Standards and Guidelines*, and drafting recommended revisions to the *Piedmont City Code* for consistency with the new objective design standards.

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 <u>Exhibit A</u>, 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 \$250,000.00 ("Cost Ceiling") without written amendment to this contract. The rates and costs shall be in accordance with Section 6, Project Budget and Fee Proposal, 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, 2025.
- 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 Director of Planning & Building, 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 Kevin Gardiner 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. <u>Commercial Automobile Liability Insurance</u>. 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. <u>Commercial General Liability Insurance</u>. 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. <u>Professional Liability Insurance</u>. 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. <u>Workers Compensation Insurance</u>. 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. <u>Policy Terms</u>. 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. <u>Material Breach</u>. 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: Rosanna Bayon Moore

City Administrator 120 Vista Avenue Piedmont, CA 94611 Phone: (510) 420-3040 Facsimile: (510) 653-8272

Email: rbayonmoore@piedmont.ca.gov

If to CONSULTANT: Aaron Aknin

Partner

Good City Company

601 Allerton Street, Suite 110 Redwood City, CA 94063 Phone: 415-845-8344

Email: aaknin@goodcityco.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 subsubcontractor 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:	Date:
By: Rosanna Bayon Moore, City Administrator	
CONSULTANT	
By:Aaron Aknin, Partner	Date:
,	
Attest	
Bv:	
By:Anna Brown, City Clerk	
Approved As To Form	
By:	
Michelle Marchetta Kenyon, City Attorney	









VAN METER WILLIAMS POLLACK

Proposal for the Preparation of Objective Design Standards for the City of Piedmont July 8, 2024











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1. COVER LETTER/ EXECUTIVE SUMMARY

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

RE: Proposal for the Preparation of Objective Design Standards

Dear Mr. Jackson,

Good City Company (Good City), is pleased to submit this proposal to prepare objective design standards (Design Standards) for the City of Piedmont.

Headquartered in Redwood City, Good City's technical expertise in current and advance planning, zoning code updates, objective design standards, and executive management is built upon decades of close collaboration with our local jurisdiction clients across the greater Bay Area. Based on our experience with similar projects, Good City is well qualified to prepare objective design standards for one-to-four-unit residential development, and to update the City's objective design standards for accessory dwelling units and multifamily and mixed-use development. We have teamed with architecture and urban design firm Van Meter Williams Pollack (VMWP), which has a wealth of experience creating design standards and guidelines as well as designing architectural projects which gives them practical knowledge of design standard implementation and pitfalls. We are



confident in our team's ability to deliver high-quality work that meets the unique needs of the City.

The Good City/VMWP team will combine their shared skills and experience to prepare objective design standards for one-to-four-unit residential development, and to update the City's Design Standards for accessory dwelling units (ADU) and multi-family and mixed-use development. Good City will contribute its experience in providing development review for jurisdictions, its executive experience from its municipal work, and its experience preparing zoning regulations and ordinances. The work will draw from VMWP's experience as architects of multifamily residential and mixed usebuildings, as well as their experience preparing urban design plans and standards.

As Design Standards are subject to ministerial review as provided by State Law, it is important that they reflect the values of the community but are also understandable, effective, and defendable. With our experience as designers as well as practitioners, we are confident that the Design Standards will streamline the design review process and enhance production by providing clear and consistent expectations of high-quality design to architects, developers, and the City's decision-makers.

The Good City/VMWP team will:

- » Build on our joint expertise in community outreach and meeting facilitation to engage with community members, City review bodies, and multi-family builders and designers who frequently build in Piedmont and neighboring cities;
- » Prepare innovative, design-focused objective design standards for 1-to-4-unit residential development subject to ministerial review as provided under California Government Code:
- » Review and update the objective design standards for ADUs to consider the various types, number of stories and locations of ADUs;
- » Review and update (if necessary) the objective design standards for multi-family and mixed-use (multi-family residential and commercial) development to align with the approach and priorities expressed in the Housing Element;
- » Incorporate the standards into a revised City of Piedmont Design Standards and Guidelines; and



» Recommend revisions to the Piedmont City Code. As an optional service, Good City can also draft ordinances to facilitate revisions to the Code.

Aaron Aknin will serve as the Principal in charge and Kevin Gardiner, AICP will serve as the primary point of contact for this proposal. Lisa Costa Sanders, Good City Principal, will be available to provide additional support as needed. Nicholas Hamilton, Public Policy Lead, will support with project management, outreach and the development of standards. Other team members will provide expertise in analysis, site design and public realm standards.

Contact: Kevin Gardiner, Director of Advance Planning

Good City Company

601 Allerton Street, Suite 110 Redwood City, CA 94063 kgardiner@goodcityco.com

650-242-5033

In preparing this proposal, Good City acknowledges attendance at the Pre-Bid Conference Call on June 12, 2024, receipt of the Responses to Bidders Questions document issued on June 13, 2024, and receipt of the June 21, 2024 email providing extension of the submittal deadline to July 8, 2024.

We look forward to the opportunity to work with the City of Piedmont on this interesting and important endeavor. Please contact me if you have any questions or need additional information. I can be reached at (415) 845-8344 or aaknin@goodcityco.com.

Sincerely,

Aaron Aknin, Partner

Good City Company







2. PROJECT APPROACH, SCOPE OF WORK AND DELIVERABLES

Project Approach

The Good City/VMWP will combine their shared skills and experience to prepare objective design standards (Design Standards) for one-to-four-unit residential development, and to update the City's Design Standards for accessory dwelling units (ADU) and multi-family and mixed-use development.

In reviewing existing standards and developing new standards, the Good City/VMWP team will research precedents and build from experience so that the Design Standards guide infill development that is compatible with the neighborhood context. This involves understanding the various types of development, and creating strategies for how building scale, placement, design, and privacy can be addressed objectively.

With our own experience in both developing and reviewing projects, the Good City/VMWP team will focus on removing undue barriers to development by creating clear, measurable standards while promoting quality design. Ultimately, the Design Standards will:

- » Standards that are clear, measurable, and understandable
- » Facilitate context-appropriate, high-quality design consistent with the adopted community vision



- » Develop visually appealing and easy-to-understand graphics and provide a level of detail (both written and graphically) to clearly communicate design intent and requirements
- » Provide transparency and consistency during project review and permitting for both applicants and City staff and decision-makers, and streamline the review process
- » Comply with State law

The Good City/VMWP team recognizes the importance of good design in the City of Piedmont, and the Design Standards will be developed through an iterative public process that gathers and incorporates input from the community and decision-makers. The approach will be based on our experience with engaging the public in technical matters such as the development of objective design standards, zoning code updates and Housing Element updates, which requires ample use of visuals to illustrate concepts such as residential density, building heights, lot coverage, and urban design.

Scope of Work and Deliverables

The following work plan follows the Scope of Work provided by the City in the RFP, with additional elaboration and detail.

TASK 1. PROJECT KICKOFF

The Good City/VMWP team will meet with the City staff team assigned to this project to review and agree on:

- » Project scope, goals, and objectives;
- » Project timeline;
- » Project team roles and responsibilities;
- » Public outreach strategy; and
- » Next steps.

As part of the overall management of the project, the Good City/VMWP team will schedule and facilitate regular online check-in meetings (biweekly or monthly, as needed) with the City project team, submit monthly progress reports and invoices, and provide a regularly updated project schedule.



Deliverables

- » Kick-off meeting, including agenda preparation and facilitation
- » Regular check-in meetings, including agenda preparation and facilitation
- » Monthly progress report and invoice
- » Project schedule

TASK 2. COMMUNITY OUTREACH AND ENGAGEMENT

The Good City/VMWP team will prepare a community outreach and engagement strategy to gather input from the community and decision-makers throughout the process. The strategy will include the type of community meetings (such as workshops, open houses, pop-up events, etc.), possible stakeholder or focus group meetings, visual preference surveys, website content, and other engagement methods.

The strategy will build upon the team's experience engaging the public on technical matters such as zoning codes and design standards. This will include strategies to ensure broad inclusion, particularly of hard to reach groups, with special attention given to communicating information so it is accessible and easy to understand. As a part of the engagement strategy, the Good City/VMWP team will include both in-person and virtual engagement methods.

For the community events, the Good City/VMWP team recommends an open house format. This approach works well for technical matters such as objective design standards and zoning code updates. Good City/VMWP's team of architects, urban designers, and planners can engage with community members one-on-one or in small groups to provide information and discuss specific areas of interest for each building and development type.

Deliverables

- » Community Engagement Strategy Draft and Final
- » Engagement Materials Draft and Final
- » Facilitation of community engagement events
- » Two (2) community events (such as an open house where community members can interact directly with members of the project team to provide input)



- » One (1) study session each for the Planning Commission and City Council
- » Four (4) public meetings (2 of the Planning Commission, and 2 of the City Council)

TASK 3 RESEARCH

The Good City/VMWP team will conduct background research on objective design standards developed by other similar jurisdictions, Piedmont's existing design guidelines and standards, design review processes and outcomes, the General Plan Housing Element and Design and Preservation Element, and existing architectural styles, building types, streetscape pattern, building materials and articulation, landscaping, and other characteristics in the City to provide the basis for the new Design Standards. City staff will provide the team existing design guidelines, regulations, and permit procedures and representative sets of project plans to show how standards and guidelines are currently being interpreted and applied during the permit review process.

As part of the outreach (and to assist with community engagement), the Good City/VMWP team will evaluate existing policies and zoning through modeling the zoning as a form-based code for up to six (6) typical sites and/or Housing Element opportunity sites. Using the existing zoning, we will develop the building envelope and model the base case. We then build off the base model to create the allowable building form based on existing City housing policy and State density bonus laws (SDBL). This alerts the City to the implications of State density bonus laws on the potential development size and form, building code criteria for various stories and construction types, as well as the use of concessions and waivers for affordable housing feasibility.

Test fits are also used to evaluate if a feasible development can be achieved within the current zoning envelope and determine the limiting factors, such as stories or height, Floor Area Ratio, open space, setbacks, or stepbacks. As an outcome of this exercise, the Good City/VMWP team will make a recommendation on proposed Zoning Ordinance amendments if applicable. Such amendments may be suggested so that new buildings exhibit desired design characteristics, align with construction and building code technical specifications, and/or better comply with and implement relevant policies of the Housing Element.

It is anticipated that some of the City's existing design guidelines will be amended as objective standards. As noted above, the Good City/VWMP team and City staff will coordinate efforts to prepare Design Standards and Zoning Ordinance amendments, respectively. The Good City/VWMP team will make recommendations on proposed



Zoning Ordinance amendments. If Zoning Ordinance amendments are recommended, City staff will prepare the amendments with input from the Good City/VMWP team.

Deliverables

- » Research Summary Report Draft and Final
- » Test fits of up to six (6) typical sites and/or Housing Element opportunity sites

TASK 4. PLANNING COMMISSION ODS SUBCOMMITTEE

City staff will recommend that the Planning Commission form a subcommittee of two planning commissioners that will work as a team (Team) with staff and the Consultant to draft objective design standards as outlined in Task 4. It is expected that the Team will meet at least monthly and undertake the project in parts. The team will report its progress to the Planning Commission at its regular meetings, presenting its drafts for review and comment by the Planning Commission and members of the public.

Upon the completion of drafts of all parts of the Design Standards, a complete draft of the new Design Standards will be brought to the Planning Commission to consider a recommendation to the City Council, which is the deciding body.

Deliverables

» Monthly ODS Subcommittee meetings, including agendas and summaries

TASK 5. OBJECTIVE DESIGN STANDARDS UPDATE

The Good City/VMWP team will prepare recommendations for revisions to the Objective Design Standards and illustrated Design Standards for:

- » 1-to-4-unit residential development subject to ministerial review as provided under California Government Code;
- » Updated objective design standards for ADUs (as needed) to facilitate the various types, number of stories and locations of ADUs: attached, detached, rear yard, street yard, garage conversion or over a garage, one- and two-story, and minor modifications to state approved manufactured ADUs;
- » Update (if necessary) the objective design standards for multi-family and mixed-use (multi-family residential and commercial) development

The Design Standards will reflect the variety of building types and architectural styles appropriate in Piedmont and address topics such as site planning, building massing,



building frontages, entrances, exterior materials, landscaping, outdoor lighting, mechanical equipment, screening, parking structures, and surface parking design. The team will work diligently to establish rigorous standards to ensure good design without being overly-prescriptive. This could include establishing multiple options to satisfy a requirement. Potential approaches will be explored with staff and the subcommittee early in the process.

In addition, the Design Standards must accommodate or include standards to specifically address:

- » Site placement, screening, or other standards to accommodate solid waste collection, solar energy systems, EV charging facilities, and other sustainable/green building architectural design elements;
- » Accommodations and site planning for housing for seniors and persons with disabilities;
- » Allowed exceptions to some standards for projects that include a high percentage of deed restricted affordable housing units.

Good City will prepare the Design Standards for 1-to-4-unit residential development subject to ministerial review, and for ADUs. VMWP will prepare Design Standards for multi-family and mixed-use (multi-family residential and commercial) development. The Design Standards will include graphic and/or photographic examples of what they will generate.

Deliverables

- » Administrative Draft #1: One (1) electronic copy in Microsoft Word and one (1) complete PDF copy of the Administrative Draft Design Standards for City staff to review and comment upon in accordance with the project's schedule. Design of the draft (text, font, graphics, tables, figures, and picture placement) to match the Piedmont Design Guidelines document format and quality;
- » Recommended revisions to the Piedmont City Code: One (1) electronic copy in Microsoft Word of draft revisions to the Piedmont City Code for staff review;
- » Administrative Draft #2: Revise the Administrative Draft Design Standards to incorporate staff's comments and submit one (1) electronic copy in Microsoft Word and one (1) PDF copy of the Draft Design Standards to the City for staff review and comment;



- » Public Review Draft Design Standards #1: Revise Administrative Draft Design Standards #2 to incorporate staff's comments and submit one (1) electronic copy in Microsoft Word and one (1) PDF copy of the Draft Design Standards to the City for distribution to the Planning Commission and the general public for review and comment;
- » Public Review Draft Design Standards #2: Revise Public Review Draft Housing Element #1 to incorporate comments of the Planning Commission and submit one (1) electronic copy in Microsoft Word and one (1) PDF copy of the Draft Design Standards to the City for distribution to the City Council, and the general public for review and comment.
- » Input on the drafting of ordinances (Optional Task: The Good City/VMWP team is available to draft ordinance language as an optional task if needed).

TASK 6. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) RECOMMENDATIONS

The Good City/VMWP team will assist City staff, as needed, with the necessary CEQA compliance process, which is anticipated to be either an Exemption or covered by the EIR adopted for maximum build-out provided in the 6th Cycle Housing Element.

In adopting other zoning ordinances, Good City has found that many were allowed to be exempt under Section 15162 of the state CEQA Guidelines provided that no substantial changes were made in the Project (as defined in the Final EIR for the General Plan), no substantial changes occurred concerning the circumstances under which the Project was being approved, and the amendments are consistent with and in furtherance of the approved General Plan.

Task 7. Decision Maker Hearings

City staff will prepare staff reports and presentations for decision-maker hearings. The Good City/VMWP team will provide data, graphics, slideshow presentations, and other support as needed.

At a minimum, the Good City/VMWP team will attend and participate at four (4) meetings/hearings; two each before the Planning Commission and City Council. These are in addition to any study sessions and ODS Subcommittee presentations to the Planning Commission described in Task 4.



Deliverables

- » Data, graphics, slideshow presentations and other support for staff reports and presentations, as needed
- » Attendance and participation at four (4) public meetings (two each before the Planning Commission and City Council)
- » Upon adoption of the revised City of Piedmont Design Standards and Guidelines, preparation of one (1) electronic copy in Microsoft Word and one (1) PDF copy of the final adopted version with the date of adoption prominently displayed on the front cover and throughout the document to distinguish it as the official document from other versions of the Design Guidelines.
- » Upon adoption of the revised City of Piedmont Design Standards and Guidelines, preparation and submittal to staff checklists to be used by applicants and staff for projects that qualify for ministerial approval under State law and the Piedmont City Code.





3. CONSULTANT IDENTIFICATION AND TEAM

Headquartered in Redwood City, Good City's technical expertise in current and advance planning, zoning code updates, economic development and executive management is built upon decades of close collaboration with our local jurisdiction clients across the greater Bay Area. In the realm of advance planning, Good City is well qualified to improve the current Objective Design Standards and provide additional detail and direction regarding urban design and architectural form. We have teamed with architecture and urban design firm Van Meter Williams Pollack (VMWP), which has a wealth of experience creating design guidelines as well as designing architectural projects. We are confident in our team's ability to deliver high-quality work that meets the unique needs of the City of Piedmont.

The references in this section demonstrate the Good City/VMWP team's experience preparing objective design standards consistent with California State Government Code Sections 65851.21, 65913.4, 66300 and 66411.7.

Summary of Good City/VWMP team members:

Project Manager Kevin Gardiner, AICP, Good City Company kgardiner@goodcityco.com 650- 242-5033

Good City Company (Redwood City office) Aaron Aknin, Principal in Charge Lisa Costa Sanders, Principal and Strategic Advisor



Nicholas Hamilton, Public Policy Lead

Van Meter Williams Pollack (San Francisco office)

Rick Williams, Architect/Urban Designer Karen Murray, Architect/Urban Designer John Doyle, Senior Urban Designer Ruchira Gaur, Associate / BIM Director / Senior Urban Designer

Firm profiles and team member biographies are below.

Good City Overview

Good City Company

601 Allerton Street, Suite 110, Redwood City, CA 94063 www.goodcityco.com

Good City Company is a local government and land use consulting firm headquartered in Redwood City, California. Initially founded in 1972 as Neal Martin & Associates, the company was re-established in 2019 as Good City Company (Good City). Owned and operated by Lisa Costa Sanders and Aaron Aknin, AICP, Good City employs a staff of 28 dedicated professionals. Good City has a long track record of serving public sector clients.

Our Northern California based history uniquely positions the company to provide technical services tailored to the local area. Good City has extensive experience in successfully guiding the development process in Northern California. Working with jurisdictions and private clients, Good City has provided professional direction to assure that projects are completed successfully in a streamlined fashion with careful attention to both local and State requirements. Good City's experience in developing Objective Design Standards (ODS) and closely related work includes:

- » Multifamily Objective Design and Development Standards for the City of Brisbane
- » Multifamily and Mixed-Use ODS for the City of San Carlos in collaboration with VMWP (in progress)
- » Support to the City of San Mateo in the finalization of Multifamily and Mixed-use Objective Design Standards
- » Zoning Code Update (including SB 9 standards) for the City of Burlingame (as staff)



» Peer review of Design Guidelines for the Town of Scotts Valley

Our key services include local government staffing, current planning, policy planning, economic development, and project management.

Van Meter Williams Pollack Overview

Van Meter William Pollack (VMWP) has been a leader in the Bay Area in the development and implementation of ODS that promote development while raising the design quality and retaining the character of the community. As a multidisciplinary Architecture and Urban Design firm designing multi-family and mixed-use developments, they have the unique perspective of both working with jurisdictions on design standards while also designing and implementing real-world development projects. VMWP's experience developing ODS includes:

- » The 2023 AICP CA award winning ODS for the City of San Jose. The document included all uses and focused on the active spaces enhancing the public realm, site planning and fundamental building massing
- » Work with the City of Oakland to develop ODS for all neighborhoods outside of downtown
- » Multi-Family Housing ODS for the City of Pleasanton which focused on site planning building form and residential character
- » Currently completing the ODS for downtown properties and multifamily zoning in San Carlos in collaboration with Good City (in progress)
- » They have applied ODS to a wide array of Specific Plans including Mountain View, Santa Clara ECR Design Standards and Fremont Multi Family Design Standards.



Key Team Member Backgrounds



EDUCATION

B.A., Urban Studies, San Francisco State University

M.A., Public Policy, Cal State Northridge

MEMBERSHIPS

American Institute of Certified Planners

American Planning Association

International City/ County Manager Association

Aaron Aknin

Principal, Owner Good City Company

PROFESSIONAL EXPERIENCE

Aaron is a Partner at Good City, where he helps lead the day-to-day operations and client relations for the company. Since joining Good City, he has served as Principal for projects and policy documents in numerous local government agencies. Aaron has more than two decades of Bay Area municipal experience, including serving in an executive capacity in several cities. Aaron has frequently spoken at regional events, as well as served on panels at national conferences on topics related to development, downtown planning, transportation, parking, affordable housing, and related issues.

Aaron most recent municipal position was with the City of Redwood City, where he served as the Assistant City Manager and Community Development Director. In this capacity, he oversaw a 70+ member department, which included the Planning, Housing, Engineering, Transportation, Front Counter Services, and Code Enforcement divisions. As the Assistant City Manager, he led key Citywide initiatives, Economic Development and also served as Interim City Manager. Aaron was in Redwood City during a time of unprecedented growth and community involvement (2014-2019). During his half-decade with the City, the City reviewed and processed over 4,000 new housing units, as well as several million square feet of office space. In addition, Aaron oversaw the implementation and amendments to the Redwood City Downtown Precise Plan. Aaron helped shape a first of its kind community benefits program ("Partnership Redwood City"), adoption of several key affordable housing initiatives including an inclusionary housing ordinance, an Airbnb affordable housing tax and renter protections, and the adoption the Citywide Transportation Plan.

Prior to coming to Redwood City, Aaron was with the City of Palo Alto in 2012-2014. He served as both the Assistant and Interim Director of Planning and Community Environment Department. In this capacity, he led the Planning and Transportation Divisions



within the City. Key projects included the formation of the first Downtown Residential Permit Program (RPP), leading the downtown development cap process, providing direction related to the Comprehensive Plan (General Plan), being the Planning Commission liaison, and overseeing several Stanford related developments. During his time in Palo Alto, Aaron focused much of his efforts on transparency by increasing the amount of available (and understandable) public information and building a connection within the community.

Aaron "grew up" as a local government professional in the City of San Bruno. He began his career in San Bruno in 2002 as an Assistant Planner, and left in 2012, after spending the last 5 years as the Community Development Director. As Community Development Director, he was in charge of the Planning, Building, and the Code Enforcement divisions, and staffed the Planning Commission.

During his time in San Bruno, the Shops at Tanforan mall was renovated for the first time in generations, and over 1,500 residential units were constructed citywide. This included over 1,000 units at "The Crossing" (former Navy Base) which included 315 affordable units. During Aaron's tenure as Director, the first General Plan in 25 years was adopted, and the draft Transit Corridor Plan was released. Most importantly, Aaron served as the Plan Section Chief during the PG&E Pipeline Explosion and worked closely with property owners during the immediate aftermath and in the months and years following the disaster.

PROJECT EXPERIENCE HIGHLIGHTS

- » Caltrain at Diridon, Project Manager/City Laison, Caltrain
- » Harbor Industrial Area Specific Plan, Principal-in-Charge, Belmont
- » Scotts Valley Town Center Specific Plan, Principal-in-Charge, Scotts Valley
- » North Fair Oaks Community Plan, Principal-in-Charge, County of San Mateo
- » Redwood City Precise Plan Implementation, Lead, Redwood City*



^{*}Work completed at a previous place of employment



EDUCATION

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

MEMBERSHIPS

American Planning Association

LISA COSTA SANDERS

Principal, Owner Good City Company

PROFESSIONAL EXPERIENCE

Ms. Costa Sanders has been with the firm since 1992. Her experience and specialties include interdepartmental project management, current, and long-range planning, and economic development and housing program implementation. She also has extensive experience in design review, California Environmental Quality Act (CEQA), Subdivision Map Act, and worked on permit streamlining and permit tracking systems. Ms. Costa Sanders manages staff, processes large complex development projects, and manages long-range planning initiatives.

Serving as Principal Planner for the City of San Carlos, Ms. Costa Sanders provides staff assistance for larger complex planning and economic development projects. She was the Project Planner for the Wheeler Plaza Development, Landmark Hotel Development and recently completed the processing of several key development Research and Development projects including assisting with community benefit negotiation. She also assisted with property acquisition for economic development, managed city-owned properties, and managed the City's affordable housing programs. Lisa also assists with General Plan and Zoning Code updates and amendments and serves as strategic advisor for Specific Plan preparation.

Lisa also served as the Acting Assistant City Manager for the City of San Carlos. In that capacity, she prepared the Mayor's State of the City presentation, managed the City's annual Strategic Plan update, reviewed all City Council staff reports and attended several regional meetings on behalf of the City Manager's office.

Lisa currently assists the City of San Bruno as Project Manager for the Tanforan development project, consisting of 2 million square feet of life science office/lab space, over 1,000 housing units, and new retail space. Previously as the Acting Planning Manager for the City of San Bruno, she was the project planner for the Tanforan Remodel Project, Crossing 350-unit housing development, Pacific Bay Vistas, 308-unit multi-family development, Merimont 70 new



home development, Skycrest 24 new home development, and Cedar Mills 14 new home development. She also assisted the Public Services Director with preparing reports to the City Council, managing sustainability projects, managing grant programs, and served as the Assistant Project Manager for the San Bruno Grade Separation project.

Lisa assisted the City of South San Francisco with its comprehensive General Plan update, preparation of the Environmental Impact Report, and Zoning Code Update. She also served as Project Manager for the Lindenville Specific Plan and managed the Mayor's Commission on Race and Social Equity.

As Contract Principal Planner for the City of Redwood City, Lisa managed larger complex development applications including the Harbor View Place, Rocketship Charter School, multi-family development at 150 El Camino Real, mixed-use development at 557 E. Bayshore and 610 Walnut Street, Sandpiper School expansion and the City's new water tank project.



EDUCATION

B.A., Environmental
Design, University of
California Berkeley
M.Arch., University of

California Berkeley
Master of City and
Regional Planning,
University of California
Berkeley

Kevin Gardiner

Director of Advance Planning

PROFESSIONAL EXPERIENCE

Kevin Gardiner, AICP, has a background in planning and architecture, with nearly three decades of experience in both public service and private consulting. He is involved in all aspects of planning, with a specialization in long-range plans and urban design. He understands the complex relationships between planning policy, design, community input and market issues, and can respond with a range of creative approaches to allow informed decision-making.

Kevin is a member of the American Institute of Certified Planners, the American Planning Association, the Congress for the New Urbanism, and the Urban Land Institute. He is a skilled public speaker and regularly speaks at events and conferences on topics related to community planning, zoning regulations, housing, and climate adaptation.



MEMBERSHIP

American Institute of Certified Planners

American Planning
Association

Congress for the New Urbanism

Urban Land Institute

Most recently, Kevin was the Community Development Director for the City of Burlingame. The position included oversight of Planning, Building, Economic Development, and Housing divisions. During his tenure he oversaw the city's first comprehensive update of its General Plan in 50 years, the complete rewrite of the city's zoning code, and two updates of its Housing Elements. He also managed a new transit-oriented specific plan for an emerging mixed-use neighborhood and led a pilot community engagement initiative focused on housing called "Burlingame Talks Together About Housing." Working with the county flood control and sea level rise district, he also oversaw a sea level rise risk assessment, leading to one of the first examples of zoning regulations focused on sea level rise resilience in the Bay Area.

Prior to coming to Burlingame, Kevin was with a series of planning consulting firms, including his own firm Kevin Gardiner & Associates. His work included downtown plans for the Cities of Burlingame and Napa, as well as Scottsdale, Arizona; form-based zoning for the City of Palo Alto; re-use plans for two different high-tech districts in Mountain View; residential infill design prototypes for Portland, Oregon; and a comprehensive plan for a small town in Indiana.

Kevin's earlier experience was working in architecture and urban design firms. This included design plans in California, Oregon, Colorado, and Hawaii, as well as various design guideline projects.

PROJECT EXPERIENCE HIGHLIGHTS

- » Burlingame General Plan and Zoning Ordinance Update, Project Manager, Burlingame*
- » Burlingame Housing Element Update, Project Manager, Burlingame*
- » Housing Element Implementation, Mountain View
- » Regional Commercial Zoning Code Amendment, Project Manager, Belmont
- » Scotts Valley Town Center Specific Plan, Project Manager, Scotts Valley



^{*}Work completed at a previous place of employment



EDUCATION

B.A., Architecture, University of California Berkeley

M.I.A., Economic and Political Development, Urban and Social Policy, Columbia University

MEMBERSHIPS

Consortium for Sustainable Urbanization, Board President

National Organization of Minority Architects, Member

Nicholas Hamilton

Public Policy Lead

PROFESSIONAL EXPERIENCE

Nicholas Hamilton is an urban development and policy professional bringing 15+ years of experience in leading plan development and launching programs to advance equity, sustainability, and shared prosperity in communities across the U.S. and internationally.

Recent long-range planning experience includes General Plan and Housing Element updates and municipal code updates to further Objective Design and Development Standards. Recent current planning experience includes coordinating local jurisdiction review of the redevelopment of former school sites into housing, high density Transit Oriented Development (TOD) projects, and associated CEQA (California Environmental Quality Act) environmental reviews. He has also lent his expertise in community engagement and outreach to several initiatives for the cities of Brisbane, San Mateo, and San Bruno.

Nicholas brings a long track record establishing collaborative community revitalization initiatives in communities across the U.S. through his previous work for the Lincoln Institute of Land Policy, and as Director of Urban Policy at Columbia University's The American Assembly. His architectural, urban design, and planning expertise was cultivated during his time at Davis Brody Bond, a nationally recognized architectural firm headquartered in New York. Projects there included multiple overseas diplomatic facilities for the US Department of State, Columbia University Northwest Corner Building, and the Lenox Terrace Apartments superblock infill project. Nicholas has also taught graduate-level housing policy as an adjunct.



PROJECT EXPERIENCE HIGHLIGHTS

- » Housing Element Update, Pacifica, CA
- » Housing Element Update, San Mateo, CA
- » General Plan Update, San Mateo, CA
- » Airport Land Use Compatibility Plan Zoning Updates, San Carlos, CA
- » Objective Design & Development Standards, Brisbane, CA
- » Public Facility Modernization and Housing Development Opportunities Study, San Bruno, CA
- » 300 Piedmont and 2101 Sneath Lane Housing Development Entitlement Review and CEQA Project Management, San Bruno
- » Harbor Industrial Area Specific Plan, Belmont, CA



SENIOR PARTNER RESUMÉ

PROFESSION

EDUCATION

PERSONAL PROFILE



Rick Williams

Architect / Urban Designer

Architect, Licensed in the State of CA, CO, MN, MS, NV, and TX



- University of Calif., Berkeley; Master of Architecture, 1990
- University of Calif., Berkeley; Master of Planning Urban Design, 1990
- California Polytechnic State University, San Luis Obispo, CA; B.S. Arch., 1982

A partner and founder of Van Meter Williams Pollack, Rick Williams is a leader in urban design and transit-oriented development. With a background in both planning and architecture, Rick focuses on planning and urban design projects involving mixeduse, transit oriented community plans and architectural design. His architectural work ranges from residential to mixed-use neighborhoods, urban infill, multifamily affordable and workforce housing throughout the Bay Area. Rick's understanding of building types and the public realm informs urban design projects that benefit from realistic implementation strategies, development regulations and design guidelines. His urban design efforts include national and west coast TOD and infill plans. His diverse experience also includes commercial and institutional projects.

Rick has worked extensively with public agencies, cities, nonprofit organizations, and diverse and disenfranchised communities. He is adept at negotiating the regulatory framework and writing innovative codes and guidelines to articulate the design parameters for mixed-use, pedestrian and transit-oriented development. Rick's primary focus is the implementation of complex, visionary design projects whose success depends on high quality design, strong community involvement, unique financing and public-private development partnerships. Rick also continues to lead efforts on a variety of affordable housing developments within a wide number of communities in the Bay Area. Rick has lectured extensively on issues of contemporary urban planning, and his urban design projects have been published in books and leading design and planning journals.

- <u>Gwinnett Place Mall</u>, Duluth, GA mall conversion, strategic plan, mixed-use, mixed-income housing
- Bay Fair TOD Specific Plan, San Leandro, CA mall conversion, TOD specific plan
- Belmar Master Plan, Lakewood, CO mall conversion, master plan
- Warm Springs Transit Village, Fremont, CA master plan
- Sunnydale HOPE SF Master Plan, San Francisco, CA master plan, public housing
- San Jose Design Standards and Guidelines, CA standards and guidelines
- MacArthur BART Station, Oakland, CA master plan
- Balboa Reservoir, San Francisco, CA mixed-income, workforce housing
- Vivalon Healthy Aging Campus, San Rafael, CA affordable senior housing
- Fairfax Victory Village, Fairfax, CA affordable senior housing
- Westbourne Park C1, Fremont, CA mixed-income, mixed-use
- 4840 Mission St., San Francisco, CA affordable, mixed-use housing
- El Camino Real Precise Plan, Mountain View, CA strategic plan
- 703 Third Street, San Rafael, CA mixed-income
- San Mateo County Event Center Vision Plan, San Mateo, CA vision plan



SENIOR PARTNER RESUMÉ

PROFESSION



- Architect, Licensed in the State of California, #C27052
- NCARB Certified
- LEED Green Associate



EDUCATION

- University of California, Berkeley; Master of Urban Design, 1999
- Virginia Polytechnic and State University; Bachelor of Architecture, 1991

FIRM RESPONSIBILITIES

As a partner at Van Meter Williams Pollack, Karen provides firmwide leadership and direction for projects ranging in scale from the neighborhood to the individual building. Her unique blend of architecture and urban design skills allows her to act as a bridge between the two disciplines, providing implementable design solutions, feasibility studies and prototypical building design for many of the firm's projects.

Karen is the partner in charge for 180 Jones in SF's Tenderloin neighborhood, with 70 studios for a mix of incomes, including formerly homeless individuals. Karen is also leading Balboa Building E, the first affordable project at the Balboa Reservoir (paused), and Sunnydale Block 9, 100 family apartments at the Sunnydale Hope SF neighborhood. Both of these architectural efforts are located in neighborhoods where Karen led the masterplan team through the community process and entitlements.

SELECTED PROJECT EXPERIENCE

- <u>180 Jones</u>, San Francisco, CA *affordable housing, formerly homeless*
- Balboa Building E, San Francisco, CA affordable family housing
- Sunnydale Block 9, San Francisco, CA affordable family housing
- Balboa Reservoir, San Francisco, CA master plan, mixed-income, teacher housing
- Sunnydale Hope SF, San Francisco, CA master plan, mixed-use/income housing
- 2175 Market, San Francisco, CA mixed-use, mixed-income housing
- Ashby and North Berkeley Bart Zoning Station test fits and community/BART vision
- Victory Village, Fairfax, CA affordable senior housing, formerly homeless
- Macarthur BART Master Plan and Family Housing, Oakland, CA mixed-use, mixed-
- John King Senior Community, San Francisco, CA affordable senior housing
- <u>Carter Terrace</u>, San Francisco, CA affordable family housing

RECENT LECTURES AND ENGAGEMENT

- Cal Poly San Francisco Urban Studio, guest critic and studio lecturer 2018-present
- Small Scale Multifamily Development in San Francisco', San Francisco SPUR 2020
- SPUR's Regional Strategy Initiative', contributor, SPUR 2019
- 'Opportunity Housing in San Jose', San Jose SPUR 2019
- SF HAC Regulatory Committee 2016-present
- 'Old Embree', Garland, Texas, CNU 23 Legacy Charette 2015
- Building Blocks of Sustainable Neighborhoods', Neighborworks Training Institute, Los Angeles, CA 2015



RESUME **PROFESSION EDUCATION PERSONAL PROFILE** PROJECT EXPERIENCE **AWARDS**

John Doyle Senior Urban Designer

- Senior Urban Designer
- LEED Accredited Professional



- University of California, Berkeley Master of Urban Design, 2011
- University of Notre Dame Bachelor of Architecture, 2004

John's professional experience in urban design and architecture spans 18 years and ranges from designing multifamily residential buildings in the Bay Area to planning senior community campuses in Oregon. As part of the VMWP team, John focuses on a wide range of urban design and architecture projects. These involve placemaking initiatives, capacity studies, site feasibility evaluations, and early-stage conceptual building designs. Recent projects include Berkeley BART zoning and development parameters, placemaking concepts for the Bay Fair TOD Specific Plan, the El Camino Real Specific Plan, the North Walnut Creek Specific Plan, and several infill capacity studies for sites in Minneapolis.

John has the unique ability to design and illustrate concepts in a variety of ways from hand sketching and rendering to digital techniques and SketchUp. He has completed ARE testing and all IDP credits towards architectural licensure. He has lived in Chicago, Portland, and the Bay Area, three of his favorite American urban places. Today he resides in Roseville, enjoying time with his wife and two boys, visiting breweries, and golfing.

- <u>Gwinnett Place Mall</u>, Duluth, GA mall conversion, strategic plan, mixed-use, mixed-income housing
- Bay Fair TOD Specific Plan, San Leandro, CA mall conversion, TOD specific plan
- El Camino Real Specific Plan, Mountain View, CA test-fits, precise plan, corridor
- North Walnut Creek Specific Plan shopping center redevelopment, master plan, downtown specific plan, placemaking
- <u>Sibley Plaza</u>, St. Paul, MN commercial strip mall revitalization, TOD master plan
- San Mateo County Event Center Vision Plan, San Mateo, CA strategic plan
- North San Jose Vision Plan, San Jose, CA office park conversion, mixed-use, mixed-income housing
- AIA Henry Adams Certificate for Academic Achievement, 2004.
- Association of Licensed Architects Student Merit Award, 2004.
- Chelminiak Architecture Award for Excellence in Teamwork, 2003, 2004.
- Nellie M. Kervick Award for Excellence in Design and Drawing, 2002.

ASSOCIATE RESUMÉ





PROFESSION



FIRM RESPONSIBILITIES

PERSONAL PROFILE

MAIN PROJECTS

AWARDS/COMPETITIONS



Ruchira Gaur

Associate / BIM Director / Senior Urban Designer

- Urban Designer
- LEED Accredited Professional, BD+C
- Certified Passive House Designer



- Carnegie Mellon University, Pittsburgh, PA; Master of Urban Design
- Indian Institute of Technology Roorkee, India; Bachelor of Architecture

As an Urban Designer with a strong background in Architecture, Ruchira's work focuses on community building, sustainability, and responsible growth. Ruchira has led several major urban design projects for VMWP including the San José Citywide Standards and Guidelines which won the Statewide APA Award for Urban Design. She specializes in guick feasibility studies, 3D modeling and visualization, and 3D printing to help clients understand the full potential of a project site. Ruchira is responsible for leading and implementing the firm-wide transition of CAD/BIM tools to Revit.

Ruchira is passionate about minimalist designs and sustainable community development. Prior to joining VMWP, Ruchira worked closely with developers and City Planning departments in Bay Area, New York City and Connecticut to design market rate and affordable housing, mid-rise and high-rise commercial, and mixeduse developments. She also worked as an Urban Designer and Land Planner in Philadelphia, where she worked on transforming suburban malls into new urban centers with mixed-use development.

Apart from Urban Design and Architecture, she loves graphic design, creating tangible and visual art via 3D printing.

- San José Citywide Design Standards and Guidelines, San José, CA citywide standards and guidelines
- Oakland Objective Design Standards, Oakland, CA objective design standards
- Vivalon Healthy Aging Campus, San Rafael, CA affordable senior housing
- Balboa Reservoir, San Francisco, CA mixed-income, workforce housing
- Roseland Family Apartments, Santa Rosa, CA affordable family housing
- Mountain View Downtown Precise Plan Update, Mountain View, CA master plan
- APA California Chapter Urban Design of Award of Excellence 2022: San José Citywide Design Standards & Guidelines
- APA Northern California Chapter Urban Design of Award of Excellence 2022: San José Citywide Design Standards & Guidelines
- APA California Chapter Urban Design Merit Award 2021: Balboa Reservoir
- APA Northern California Chapter Urban Design of Award of Excellence 2021: Balboa Reservoir
- PCBC Gold Nugget, Grand Award Best On-the-Boards 2021: Balboa Reservoir



5. PUBLIC ENGAGEMENT EXPERIENCE

As municipal planning consultants, Good City has vast experience working with the public, commissioners, and decision-makers. Experience has included presentations of specific plans, Housing Elements, design standards, and development projects. Some highlights include:

- » In Burlingame as Community Development Director, Kevin Gardiner staffed all Planning Commission and City Council meetings, and led the "Home for All" community engagement initiative.
- » In Redwood City as Community Development Director and Assistant City Manager, Aaron Aknin oversaw long-range planning, including the implementation of the Redwood City Downtown Precise Plan, and led community outreach efforts focusing on encouraging resident and business owner participation in the policy making process.
- » Good City has led community engagement activities for the City of Brisbane in the development of the City's multifamily objective development and design standards and the City of Belmont in the development of the Harbor Industrial Area Specific Plan. Activities included an interactive community pop up events at the farmers market, a visual preference survey, and a follow-up community preference survey.
- » For the City of San Mateo, Good City led the development of the community engagement plan for the Housing Element and designed and implemented community engagement activities that included campaigns targeting hard to reach communities on housing issues, including activities specifically designed to engage families with children, intercept surveys and one on one interviews conducted in Spanish. Other activities included facilitating focus groups with architects, and market and affordable housing developers and online community workshops.



» For the City of San Carlos, Good City and VMWP have teamed up to conduct focus groups as part of the City's community engagement around its objective design standards development process for multifamily and mixed use development.

Similarly, VMWP has extensive public engagement experience through its architecture and urban design work. For new architecture projects, VMWP engages with community members and stakeholders as part of the design process. As projects reach commissions and decision makers, VMWP can present the technical matters of design in a constructive and understandable manner.

As planners and practitioners, the Good City/VMWP team will bring a unique perspective to the process of reviewing and creating Design Standards for Piedmont. We value highly collaborative approaches, and specialize in engagement on technical matters such as zoning and architectural design. This includes active listening and reporting back, as well as providing the tools to allow for informed decision making.





6. PROJECT BUDGET AND FEE PROPOSAL

The Good City/VMWP team proposes a not-to-exceed budget of **\$236,163**. This figure is all-inclusive, and would provide all of the deliverables as specified in the RFP. We recommend a contingency for the balance of the \$250,000 that the City Council has allocated to this project.

An hourly rate schedule for all personnel who may participate in current or future projects is included.

Task	Description	Good City	VMWP	Total
Task 1	Project Kickoff & Project Management	34,900	9,150	44,050
Task 2	Community Outreach & Engagement	21,260	14,525	35,785
Task 3	Research	18,110	12,700	30,810
Task 4	Planning Commission ODS Subcommittee (8 meetings)	9,120	3,300	12,420
Task 5	Objective Design Standards Update	37,900	38,400	76,300
Task 6	CEQA Recommendations	2,120	-	2,120
Task 7	Decision Maker Hearings	20,530	2,400	22,930
	Tasks Subtotals	143,940	80,475	224,415
	Administrative Oversight to manage subconsultant			
	(10% of subconsultant costs)	8,048		8,048
	Travel	2,900		2,900
	Printing	800		800
	Additional Costs Subtotal	11,748	-	
	Total	155,688	80,475	236,163
	Contingency (5.7%)			13,838
	Total (With Contingency)			250,000



Good City prides itself on being a cost-effective solution for public sector agencies. Staff retains detailed timesheets and works efficiently to ensure the client is getting the best value for the services.

TITLE	HOURLY RATE
» Principal/Partner	\$260
» Planning Director	\$230
» Principal Planner/Planning Manager	\$195
» Economic Development Director	\$230
» Public Policy Manager	\$225
» Chief Building Official	\$170
» Senior Planner/Project Manager	\$170
» Senior Economic Development Planner	\$170
» Housing Services Consultant	\$170
» Public Policy Lead	\$170
» Associate Planner	\$140
» Economic Development Associate	\$140
» Assistant Planner	\$130
» Planning Technician	\$100
» Marketing Specialist/Graphic Designer	\$100
» Administrative Specialist	\$90

Subconsultant Contracts Direct Billing + 10% oversight fee. Reproduction Costs Direct Billing. Rates subject to adjustment January 1st of each year (typically 3-7% increase). Mileage is reimbursed at the IRS rate. Travel within 30 miles of Redwood City offices will not be billed. Beyond 30 miles from the Redwood City Office, travel will be billed on an hourly basis at 50% of the above-listed rates.





Van Meter Williams Pollack, LLP Hourly Rate Schedule

As of **January 1, 2024**, the following hourly rates are in place for newly executed agreements and newly rendered services:

Senior Partner \$250 / hour

Partner \$230 / hour

Associate Principal | Principal \$200 / hour

Architect, PA | Associate | Senior UD \$175 / hour

Job Captain \$155 / hour

Urban/Designer I, II, III \$115 - \$135 / hour

Intern \$85 / hour

Admin \$95 / hour

Normal reimbursable expenses will be billed at cost + 10%, as defined in the Project Agreement or AIA Agreement.

If not separately defined in the Project Agreement or AIA Agreement the following rates shall apply:

In-House Plotting: \$20 per black and white plot

\$35 per color plot

Mileage: Standard IRS rate currently in effect (2024: 67 cents per mile)





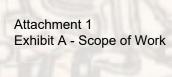
7. PROJECT TIMELINE

The Good City/VMWP team proposes a nine month timeline for the Objective Design Standards project, per the timeline shown below.

		2024				2025					
Task	Milestone	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Task 1	Project Kickoff & Project Management										
	Kick-off										
	Project Management										
Task 2	Community Outreach & Engagement										
	Community Outreach Strategy							***************************************		***************************************	
	Engagement Materials										
	Community Events (2)							***************************************		***************************************	
	Planning Commission Study Session										
	City Council Study Session			***************************************				***************************************			
Task 3	Research										
	Research Summary Report										
	Test Fits (6 Sites)										
Task 4	Planning Commission ODS Subcommittee										
	Subcommittee Meetings										
Task 5	Objective Design Standards Update										
	Administrative Draft #1										
	Code Revisions Recommendations										
	Administrative Draft #2										
	Public Review Draft #1										
	Public Review Draft #2										
Task 6	CEQA Recommendations										
	CEQA Recommendations										
Task 7	Decision Maker Hearings										
	Planning Commission/City Council Meetings (4)										
	Final Adopted Document										
	Review Checklists										







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