

City of Piedmont  
COUNCIL AGENDA REPORT

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DATE: July 17, 2023

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration of a Consulting Services Agreement with JZMK Partners in an Amount Not to Exceed \$588,000 for Services Related to the Preparation of a Moraga Canyon Specific Plan (CEQA Review: This action is not a “project” per CEQA Guidelines Section 15378)

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RECOMMENDATION

Approve the attached resolution (Attachment 1, pages 7 - 63), which:

- A. Approves a consulting services agreement (Exhibit A to the resolution, pages 9 - 63) in an amount not to exceed \$588,000 between the City of Piedmont (City) and JZMK Partners (JZMK) for services related to the preparation of a Moraga Canyon Specific Plan; and
- B. Authorizes the City Administrator to approve budget adjustments to the scope of work as provided in Exhibit A to the Agreement within the not to exceed value of \$588,000.

EXECUTIVE SUMMARY

On March 20, 2023, the City Council adopted Piedmont’s 6<sup>th</sup> Cycle Housing Element (Housing Element), comprised of several policies and programs that the City will deliver to advance the development of a Regional Housing Needs Allocation of 587 housing units at all income levels during the 2023-2031 cycle. One of the more significant programs in the Element is Program 1.L, which calls for the preparation of a Moraga Canyon Specific Plan for City-owned parcels that total an estimated 18 acres in the Moraga Canyon area and the Moraga Avenue roadway that intersects them (“Study Area”). The award of contract to begin the preparation of the Moraga Canyon Specific Plan is a necessary step to implement Housing Element Program 1.L. The award of contract and project kickoff in July 2023 allows for public and stakeholder engagement to begin in Autumn 2023 when Piedmont residents are more likely to be available. JZMK and its public engagement partner, Civic Edge, propose a flexible Public Involvement Plan that includes a variety of education and engagement opportunities that match the needs and interest levels of a range of participants.

## **BACKGROUND**

### **Housing Element Program 1.L**

The primary objective of Housing Element Program 1.L is to accommodate at least 132 dwelling units. The full text of Program 1.L Specific Plan is provided in Attachment 2, pages 65 - 67. It includes several additional goals to improve public safety; to maintain and/or modernize Public Works and Recreation facilities; to provide safe pedestrian, bicycle and vehicular circulation; and to prioritize landscaping. Program 1.L also includes a timeframe, as follows:

- Award contract for professional services for the preparation of the specific plan and kick off project. Originally scheduled for May 2023 in the March 2023 Housing Element, this will be updated to July 2023 and is not expected to significantly affect subsequent timeline dates if there is no further delay to contract award and project kickoff.
- Apply for available grant funding by mid-2024.
- Begin subdivision of site and Surplus Land declaration no later than early 2024.
- Prepare specific plan with the goal of completion by the end of 2025.
- Adopt specific plan, General Plan amendments (See Program 1.P), and associated development standards by the end of 2026.
- Pursue goal of entering into exclusive negotiating agreement with development partners by the end of 2026.

While it is noted that the City's Housing Element has yet to be certified by the California Department of Housing and Community Development ("HCD"), the development of the Moraga Canyon Specific Plan as the City's path forward is not in question. The only comments regarding Program 1.L are HCD's request to revise the timeline to include a date for the issuance of building permits and a date to evaluate progress and identify alternative sites for housing should the Program's success be determined unlikely. Consequently, it is concluded that implementation of Program 1.L aligns with the City's compliance with State law.

### **Specific Plan Preparation and Benefits**

Several benefits are anticipated with the preparation of a specific plan for the study area at this time. The Governor's Office of Planning and Research has published [\*The Planner's Guide to Specific Plans\*](#), which provides detailed information about the requirements and content of specific plans, but in sum, a specific plan includes text, maps and diagrams which specify the following:

- The location of land uses, including open space, within the study area.
- The location of major infrastructure needed to support the land uses in the plan.
- Standards and criteria by which development will proceed.
- Implementation and financing measures necessary to carry out the items listed above.

A specific plan is a tool the City of Piedmont can use to maintain local control in a geographical area and ensure that the design of this development is consistent with community expectations.

Proceeding with the preparation of the Moraga Canyon Specific plan now provides several benefits, including:

- Maximizing opportunities for community and stakeholder input in the fall when Piedmont residents are more likely to be available, and throughout the process;
- Ensuring that the project meets the timeline approved by the City Council and thereby demonstrate the City's compliance with State law;
- Enabling the City to meet the deadline of December 31, 2024 and to secure approval by the Alameda County Board of Supervisors for the use of up to \$2,100,000 of Measure A-1 Bond funding for an affordable housing project prior to the diversion of funds to other jurisdictions.

## DISCUSSION

On January 23, 2023, City staff issued a Request for Proposals for Professional Services for the Preparation of a Moraga Canyon Specific Plan (RFP). In addition to goals set forth in Housing Element Program 1.L Specific Plan, the RFP included the following tasks in the scope of work:

- Detailed guidance on phasing and subdivision that accommodates the housing identified for the study area in Housing Element program 1.L and the Sites Inventory (Housing Element Appendix B), and that prioritizes and expedites the identification of a site for the development of affordable housing that meets the criteria and timelines to secure Alameda County Measure A-1 funding.
- The preparation of a surplus land declaration, if appropriate.
- An evaluation of the economic feasibility of the Specific Plan.
- A fiscal analysis of potential revenues and expenses (both one-time and ongoing) to be considered by the City of Piedmont and Piedmont Unified School District. Potential revenue sources include but are not limited to property tax, sales tax, capital facilities fees, school impact fees, traffic impact fees, affordable housing fees and park fees. Revenue sources to (re)cover the cost of preparing the Specific Plan will also be considered.

The City was fortunate to receive proposals from two very well qualified professional planning consulting teams:

- JZMK Partners led a team submitting a proposal with a total cost of \$595,000.
- Dyett & Bhatia led a team submitting a proposal with a total cost of \$795,875.

Staff formed an ad hoc panel to assist in the review of proposals submitted in response to the RFP. The panel included: Deborah Leland (Piedmont resident, Chair of the Piedmont Budget Advisory & Financial Planning Committee); Michael Szczech (Piedmont resident, Director of Finance); Echa Schneider (Communications Program Manager); Kevin Jackson (Director of Planning & Building); Pierce Macdonald-Powell (Senior Planner); and Gopika Nair (Associate Planner).

Subsequent to the March 13<sup>th</sup> due date, both proposals were reviewed independently by the members of the review panel. The panel determined both firms were qualified and invited the firms to interviews held on March 22<sup>nd</sup>. Following the interviews, the panel met again on March 23<sup>rd</sup> to discuss the qualifications of the two firms and the merits of their proposals. While both firms were generally experienced and capable, the review panel, for reasons detailed below, was unanimous in selecting JZMK Partners (JZMK) to be recommended as the 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 JZMK. The results of those reference checks affirmed and strengthened the panel's recommendation of the JZMK team for the preparation of a Moraga Canyon Specific Plan.

Following the interviews and the review panel's discussion, staff requested that JZMK revise the scope and cost of its proposal to clarify and provide additional detail regarding aspects of the scope of work and deliverables, and to justify and/or adjust specific costs. JZMK's revised proposal with a total cost of \$588,000 is provided as Exhibit A to the attached Agreement (agenda report pages 9 - 63).

The proposal by JZMK Partners, headquartered in Costa Mesa, CA, and its collaborating firms, stood out for several reasons. Their proposal was thorough and included a flexible approach for community engagement that builds on public input. The proposal demonstrated clear understanding of the City of Piedmont and the fact that this would be the City's first specific plan. JZMK's Principal-in-Charge and Project Manager is Andrew (Drew) Watkins, who has 20 years of extensive experience in preparing plans, including specific plans, for local governments in California, such as Chico, Danville, and Mission Viejo. Other JZMK staff assigned to the Moraga Canyon Specific Plan include Principal and Senior Designer Katja Martinez (architect, 22+ years of experience), Senior Planner Tim Haagen (landscape architect, 20 years of experience), Planner Dennis Agustin (architect, 25 years of experience), and Planner Jana Sobhi (planner, 3 years of experience). On the whole, the JZMK design team has considerable experience designing affordable housing developments and mixed-use buildings.

JZMK's extensive experience is enhanced by its highly qualified partners. The proposal includes partnerships with the following firms:

- Rincon Consultants, environmental planning (both Principal Planner Abe Leider and Project Manager Karly Kaufman are leading the Rincon team preparing the environmental review for the implementation of Piedmont's 6<sup>th</sup> Cycle Housing Element).
- Civic Edge, public engagement (Director Paisley Strellis is a former reporter for the *Piedmont Post*).
- Fehr & Peers, transportation (Senior Associate Sam Tabibnia is currently on the team preparing the environmental review for the implementation of Piedmont's 6<sup>th</sup> Cycle Housing Element).
- Sherwood Design Engineers, civil engineering (Principal Engineer Cody Anderson and Senior Project Manager Sonya Gabrielson are based in Sherwood's San Francisco office).
- Economic & Planning Systems (EPS), economic development (Principal Ashleigh Kanat and Associate Snow Zhu are currently preparing a fiscal impact analysis related to Piedmont's 6<sup>th</sup> Cycle Housing Element).
- TSS Consultants, wildfire risk management (Project Manager Steven Daus has over 40 years of national and international experience).

The cost for the JZMK team's professional services to prepare the Moraga Canyon Specific Plan, which will extend through the completion and adoption of the plan and its environmental review, is a not-to-exceed amount of \$588,000.

In adherence with the timeframe specified in the Housing Element a specific plan for the Study Area must be completed by the end of 2025. The proposed specific plan is expected to facilitate the development of below-market-rate housing and the accommodation of at least 132 housing units at all income levels while continuing existing recreational and Public Works uses and services as well as providing open space. A goal of the proposed specific plan is to prioritize the identification of a site for the development of affordable housing that meets the criteria and timelines to secure Alameda County Measure A-1 funding by the end of 2024. Accordingly, staff recommends that the preparation of a Moraga Canyon Specific Plan begin soon following City Council's approval of the attached consulting services agreement with JZMK Partners (Attachment 1 Exhibit A, pages 9 - 63) in an amount not to exceed \$588,000.

### ENVIRONMENTAL REVIEW

Approval of this Consulting Services Agreement is not a "project" under CEQA Guidelines Section 15378, as it does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect change and is not an activity that will be undertaken. Approval of the agreement authorizes JZMK Partners to prepare the Moraga Canyon Specific Plan and the corresponding environmental review, and, therefore, is not a project under CEQA in and of itself. Further, even if approval of the agreement was a project, it would be exempt under the "common sense exemption" in CEQA Guidelines section 15061(b)(3) as it can be seen with certainty that there is no possibility that approval of the agreement would have a significant effect on the environment.

### FISCAL CONSIDERATIONS

An estimated two thirds of the work is anticipated for completion in FY 2023/2024 which amounts to \$400,000 in the Approved Budget for FY 2023-24. Additionally, the long range financial plan includes \$200,000 for this project in FY 2024-25. Staff will request a budget allocation and (if appropriate) a budget carryforward for FY 2024/2025 depending on the actual timing of the completion of the work.

### 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 JZMK Partners. Should the City Council approve the agreement, staff will schedule a project kick-off meeting with the JZMK team forthwith.

Prepared by: Kevin Jackson, Director of Planning & Building

ATTACHMENTS:

	Pages	
1	7-8	Resolution
	9-63	Exhibit A to the Resolution: Agreement with JZMK Partners, for services related to the preparation of a Moraga Canyon Specific Plan
	19-63	Exhibit A to the Agreement – Scope of Work
2	65-67	Program 1.L Specific Plan, City of Piedmont 6 <sup>th</sup> Cycle Housing Element

Related document:

[\*Request for Proposals for Professional Services to Prepare a Moraga Canyon Specific Plan\*](#)

## RESOLUTION No. \_\_\_\_\_

**A RESOLUTION APPROVING A CONSULTING SERVICES AGREEMENT IN AN AMOUNT NOT TO EXCEED \$588,000 BETWEEN THE CITY OF PIEDMONT AND JZMK PARTNERS FOR SERVICES RELATED TO THE PREPARATION OF A MORAGA CANYON SPECIFIC PLAN**

**WHEREAS**, State of California housing element law, as set forth in Government Code §§ 65302 and 65580, et seq., requires the City of Piedmont to periodically prepare and update the Housing Element of the General Plan, and to establish goals, policies, and programs to accommodate the maintenance, diversification, and expansion of the City's housing supply; and

**WHEREAS**, to comply with State housing element law, the City of Piedmont has approved the 2023-2031 6<sup>th</sup> Cycle Housing Element (the 6<sup>th</sup> Cycle Housing Element); and

**WHEREAS**, in furtherance of State law, the City is taking meaningful steps to promote and affirmatively further fair housing, including making zoning available for all types of housing, as well as facilitating and encouraging a variety of housing types for all income levels; and

**WHEREAS**, the City of Piedmont supports advancement and achievement of the City's regional housing needs allocation (RHNA) of 587 housing units, comprised of 238 above moderate income units, 92 moderate income units, 94 low income units, and 163 very low income units;

**WHEREAS**, the 6<sup>th</sup> Cycle Housing Element includes Program 1.L Specific Plan, which calls for the preparation of a Moraga Canyon Specific Plan for City-owned parcels that total an estimated 18 acres in the Moraga Canyon area and the Moraga Avenue roadway that intersects them ("Study Area");

**WHEREAS**, the Study Area will seek to accommodate a minimum of 132 dwelling units and also aim to improve public safety, maintain and/or modernize Public Works and Recreation facilities; provide safe pedestrian, bicycle and vehicular circulation; and prioritize landscaping; and

**WHEREAS**, on January 23, 2023, the City issued a Request for Proposals for Professional Services for the Preparation of a Moraga Canyon Specific Plan (RFP) with a scope of work that includes:

- Detailed guidance on phasing and subdivision that accommodates the housing identified for the Study Area and prioritizes the development of affordable housing that meets the criteria and timelines to secure Alameda County Measure A-1 funding.
- The preparation of a surplus land declaration, if appropriate.
- An evaluation of the economic feasibility of the Specific Plan.
- A fiscal analysis of potential revenues and expenses (both one-time and ongoing) to be considered by the City of Piedmont and Piedmont Unified School District; and

**WHEREAS**, the City received two proposals from qualified professional planning consulting teams, interviewed the proposing teams, and staff unanimously recommends JZMK Partners (JZMK) to the City Council to meet the City's needs as outlined in the referenced in the RFP.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Piedmont does hereby resolve, declare, determine, and order as follows:

#### **SECTION 1. ENVIRONMENTAL REVIEW**

Approval of this Consulting Services Agreement is not a "project" under CEQA Guidelines Section 15378, as it does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect change and is not an activity that will be undertaken. Approval of the agreement authorizes JZMK Partners to prepare the Moraga Canyon Specific Plan and the corresponding environmental review, and, therefore, is not a project under CEQA in and of itself. Further, even if approval of the agreement was a project, it would be exempt under the "common sense exemption" in CEQA Guidelines section 15061(b)(3) as it can be seen with certainty that there is no possibility that approval of the agreement would have a significant effect on the environment.

#### **SECTION 2. APPROVAL OF CONSULTING SERVICES AGREEMENT**

The City Council hereby approves a consulting services agreement, in substantially the form attached hereto as Exhibit "A" in an amount not to exceed \$588,000 between the City of Piedmont and JZMK Partners for services related to the preparation of a Moraga Canyon Specific Plan.

#### **SECTION 3. AUTHORIZATION OF CITY ADMINISTRATOR**

The City Administrator is authorized to approve change orders to the scope of work as provided in Exhibit A to the Agreement within the not to exceed value of \$588,000.

#### **SECTION 4. SEVERABILITY.**

All portions of this resolution are severable. If an individual component of this Resolution is adjudged by a court to be invalid and unenforceable, then the remaining portions will continue in effect.

[END OF RESOLUTION]



## AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by and between THE CITY OF PIEDMONT, a municipal corporation (hereinafter referred to as "CITY") and JBZ, Inc. dba JZMK Partners, a "C" corporation, registered in the state of California (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 a specific plan for the City-owned parcels in the Moraga Canyon area and the Moraga Avenue roadway that intersects them ("Study Area");

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:

### 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.

## 2.COMPENSATION

- 2.1. **Compensation.** Compensation for the Services shall not exceed \$588,000 ("Cost Ceiling") without written amendment to this contract. The rates and costs shall be in accordance with Section F, Fee Schedule, 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.

### 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 1, 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.

### 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 Andrew Watkins 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.

## 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 \$1,000,000 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 \$1,000,000 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.

## 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](mailto:rbayonmoore@piedmont.ca.gov)

If to CONSULTANT: Andrew Watkins  
JZMK Partners  
3080 Bristol St., Ste 350  
Costa Mesa, CA 92626  
Phone: (714) 426-6900  
Email: [awatkins@jzmkpartners.com](mailto:awatkins@jzmkpartners.com)

## 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: \_\_\_\_\_  
Eric Zuziak, AIA, President, License #C22125

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

Attest

By: \_\_\_\_\_  
John Tulloch, City Clerk

Approved As To Form:

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

# SCOPE AND DELIVERABLES

## I. THE PROJECT

The project study area is the Moraga Canyon Specific Plan of approximately 18 acres within the community of Piedmont, CA. Planning studies will focus on the creation of a Specific Plan that sites at least 132 units of housing in the study area.

## II. THE SERVICES

### A. The Basic Services

#### 1. Kick-off and Project Management

##### a. Project Kick-Off

JZMK will attend a kickoff meeting to serve as a forum to review and confirm project goals and objectives. A draft schedule will be reviewed, details for scheduled tasks will be discussed and an operational protocol will be established. We will use this opportunity to collect any relevant studies and information not already transmitted including baseline reports, data, and information sources, and to identify key stakeholders from the community. This will include a site area tour to identify opportunities and constraints early in the project.

##### b. Project Meetings

JZMK will host virtual meetings with the Client during the course of work above for understanding and coordination. Meetings will occur bi-weekly if needed.

#### 2. Existing Conditions Analysis

On the basis of background studies, on-site investigation, base maps and special information provided by the Client and other project consultants, JZMK shall consider and evaluate the following:

##### a. Existing Document Review

JZMK will review existing documents including the City of Piedmont General Plan (Notably the Land Use, Urban Design, and the Draft 6th Cycle Housing Element), City of Piedmont Zoning Code and Zoning Map, General Plan Update EIR and Mitigation Measures, City GIS data as well as various planning efforts that are relevant to the site. These planning efforts will be incorporated into the planning process for the Moraga Canyon Specific Plan.

##### b. Planning Factors:

- i. Property configuration;
  - ii. Relationships to adjoining land and parcels;
  - iii. Existing development on the site;
  - iv. Limitations in the form of land use, zoning controls and entitlements;
  - v. Utility location, availability and easements;
  - vi. Access potentials including emergency response and evacuation;;
  - vii. Views, visual characteristics and scenic factors;
  - viii. Public facilities and schools;
  - ix. Recreation and open space.
- ##### c. Natural Factors:
- i. Topography, slopes and orientation;
  - ii. Soils and geological factors;
  - iii. Hydrology, drainage patterns;
  - iv. Existing water bodies, shorelines;
  - v. Tree cover and vegetation;
  - vi. Wildfire and climate change impacts;

vii. Climate and wind factors.

#### **d. Opportunities and Constraints Summary**

Summarize significant data from the above by composite maps, diagrams and supplementary visual displays to indicate the opportunities and limitations of the site.

### **3. Programming and Alternative Development Diagrams**

#### **a. Programming**

Evaluate the Client's program of development with the consultant team in order to understand the relationships between land uses, circulation needs and utility requirements.

#### **b. Architectural Typologies**

Study architectural products and concepts with the Client as they relate to the site, testing against the development program. Determine potential prototypical footprints, testing suitability to the constraints and opportunities of the site.

#### **c. Alternative Development Diagrams**

With the Client, explore up to three (3) alternative development diagrams with an assessment of advantages and disadvantages to enable preparation of a tentative physical development program in terms of land use categories, quantities and increment. Rough digital massing models will be created for context, site planning and massing studies for each alternative. An example of the quality of the massing models is below:



#### **d. Economic Feasibility Study**

- i. After establishing conceptual development prototypes, the EPS team will evaluate the financial feasibility of three (3) alternative development diagrams and develop a static pro forma analysis for each of the development.
- ii. The pro forma analysis will evaluate each prototype's ability to absorb costs associated with market rate residential and affordable housing units as well as relocation or renovation of public and recreational facilities and will identify the requisite level of financial incentive or cross-subsidy that may be required to ensure the financial viability of development. This analysis may suggest the need for public and private investment opportunities or incentives that can aid in streamlining future development.
- iii. The EPS team will also consider the impact of existing and proposed financial and regulatory incentives that can aid in supporting development feasibility (e.g., reducing parking requirements, fee deferrals, density bonuses) and other approaches that may tip the balance to supporting the feasibility of development.

#### **e. Fiscal Impact Analysis**

After establishing conceptual development prototypes, the EPS team will evaluate the relative fiscal impact of the three (3) alternative development scenarios by estimating future General Fund revenues and expenditures for each of the three scenarios. Other non-General Fund impacts will be evaluated as well, including some impacts on the Piedmont Unified School District, parks, and public services. Like the economic feasibility analysis, the fiscal impact analysis will help the community and elected officials understand how the alternatives compare from a fiscal sustainability perspective. Fiscal impact analysis will include consideration of possible revenue from opportunities afforded by the Surplus Lands Act and disposition of City owned land .

### **4. Public Engagement Strategy**

#### **a. Public Involvement Plan (PIP)**

Civic Edge will work closely with City of Piedmont staff to prepare a Public Involvement Plan (PIP) which will serve as a guide to the community and stakeholder engagement process. The PIP will include elements necessary for the City of Piedmont and consultant team to create pathways for active public engagement in the planning process, and incorporate goals for participation, stakeholder list, a communications plan, programs & activities, meeting formats and topics to be covered, roles and responsibilities, and a calendar. The engagement strategies suggested below are a starting point for the PIP. They will be evaluated and refined in collaboration with City of Piedmont staff through the PIP development process. The result will be a variety of education and engagement opportunities that match the needs and interest levels of a range of participants, from those with a casual interest and limited time to offer feedback to those with the bandwidth and interest to dive into the details.

#### **b. Project Website and Digital Surveys**

Civic Edge will develop content for a project page on the City of Piedmont website for City Staff to post. The content will allow interested parties to quickly onboard to the project and have one go-to source of information for timelines, decision space, and engagement opportunities. The website will be supplemented with a digital survey. The survey questions will be developed in coordination with City Staff and will include closed questions with up to 2 (two) open-ended questions. The page should be promoted by City Staff via City newsletters and City social media.

#### **c. Community Workshop**

The Community Workshop will create an opportunity for community members to delve deep into the project, ask detailed questions, and provide nuanced feedback which will be critical in building support for the plan. As part of the PIP process, we'll work closely with City staff to identify the best point in the planning process to invite community members to deep-dive into the planning process through an in-person workshop. Participants will explore ideas, needs and goals related to the study area and big-picture "what if" questions about the future of the study area. Our team will present existing conditions, financial analyses, and solicit input on which ideas and values have applicability for the study area in order to develop vision concepts for the project. The workshop will contain two to three highly engaging activities that could include a visioning idea and brainstorming exercise, an evaluation of programmatic and character imagery, interactive surveys, building block site design concepts, or an evaluation of the pros and cons of initial site concepts. Small group discussions will allow more in-depth feedback on the vision for the project area. Design presentation materials such as posters, activity materials or handouts will be provided by the JZMK team. The JZMK team will consist of up to six (6) staff members from JZMK, Civic Edge and EPS.





#### **d. Neighborhood Meeting**

JZMK and Civic Edge will work with City Staff to schedule one (1) neighborhood meeting for residents to learn more about the project and ask questions of staff in a small group setting.

#### **e. Developer Engagement**

The JZMK team will conduct up to two (2) virtual interviews and/or small group meetings with potential developers to better understand critical issues and opportunities. Interviewees will be determined in consultation with the City and will provisionally be organized into an affordable housing group and a market-rate housing group. A developer interview summary will be provided summarizing key findings.

#### **f. One (1) Joint Planning Commission and City Council Workshop**

JZMK will hold a joint City Council and Planning Commission Workshop to present existing conditions, summaries of community feedback and initial visioning concepts. The workshop will be interactive and engage the councilmembers and commissioners in exercises that will provide feedback on the vision for the Moraga Canyon Specific Plan.

#### **g. One (1) Planning Commission Hearing**

Our team will attend one (1) Planning Commission meeting during the project process and assist in providing content for the preparation of staff reports.

#### **h. One (1) City Council Hearings**

Our team will attend up to one (1) City Council meetings during the project process and assist in

providing content for the preparation of staff reports.

### **i. Three (3) Commission and/or Committee Meetings**

Our team will attend up to three (3) virtual meetings with the Recreation Commission, Park Commission, Budget Advisory & Financial Planning Committee and/or other relevant City committees during the project process and assist in providing content for the preparation of staff reports.

## **5. Conceptual Site Design**

### **a. Concept Site Plan**

Considering the above physical and programmatic factors and input from the community, City Staff, City Council and the Planning Commission, prepare a preferred concept site plan leading to identification of a basic approach to development. This plan shall delineate the following:

- i. Definition of overall land uses.
- ii. Vehicular circulation systems, major access, emergency access, evacuation, points, and parking areas.
- iii. General location, density, character and extent of each potential land use.
- iv. Development standards.
- v. Recreation, open space and natural resource relationships.
- vi. Grading concept and development cross-section.
- vii. Building footprints.
- viii. Public facilities, trash collection, mail delivery, and utility location.
- ix. Major planting areas and plant massing.
- x. Relationships to adjacent uses.
- xi. Basic utility system concepts for water, sewer, stormwater, green infrastructure and electricity.

- xii. Statistical data on acreage, densities, yield, phasing.

### **b. Character Renderings**

Three (3) illustrative renderings will be created of the final concept plan to illustrate the character, massing and scale of the proposed project. An example of the quality of the character renderings is below:



## **6. Administrative Draft Specific Plan**

Based upon the research and input received from the previous tasks as well as the Concept Site Plan, the JZMK team will produce an Administrative Draft Specific Plan for City Staff review documenting the vision, design concept, standards and phasing of the project. It is assumed that the Specific Plan will focus on the residential and recreational/civic uses within the Specific Plan area. The Specific Plan is not anticipated to include any industrial, commercial, or retail uses. The following is a draft outline of the proposed elements of the document and associated exhibits:

### **a. Introduction**

(including outreach summary, area, context, regulatory authority, consistency with the City of Piedmont General Plan and a summary of the planning process)

- i. Regional context map
- ii. Local context map

### **b. Vision and Urban Design Framework**

- i. Urban design diagrams
- ii. Opportunities and constraints

**c. Land Use Regulations**

- i. Existing and proposed General Plan land use maps
- ii. Existing and proposed zoning maps
- iii. Surrounding uses map

**d. Circulation and Multi-Modal/Complete Streets Improvements**

(including Moraga Canyon Road Standards)

- i. Public transit map
- ii. Circulation plan
- iii. Street/Trail sections
- iv. Green infrastructure standards

**e. Development Standards**

The JZMK team will provide text, graphics and tables to describe development and objective design standards such as:

- i. Intensity.
- ii. Building massing including height and setbacks.
- iii. Frontages, entrances and facade treatments.
- iv. Open space requirements.
- v. Amenities.
- vi. Materials.
- vii. Landscaping.
- viii. Monumentation.
- ix. Pedestrian circulation.
- x. Parking.

**f. Design Guidelines**

- i. Character illustrations

- ii. Guideline diagrams

**g. Public Services & Utilities**

- i. Infrastructure plan

**h. Implementation, Financing, and Administration**

- i. Phasing Strategy
  - Development
  - Infrastructure Improvements
  - Transportation Improvements

- ii. Financing Strategy

- iii. Administration

- iv. General Plan Consistency Analysis

Review consistency with General Plan and provide recommendations for any revisions that should be made to the General Plan.

**7. Public Review Draft Specific Plan**

**a. Public Review Draft Specific Plan**

Based on feedback from City Staff, the JZMK team will revise the Administrative Draft Specific Plan content from Task 6 and prepare a Public Review Draft Specific Plan for review by the community, Planning Commission and City Council. This document will be provided for inclusion into the environmental document described in Task 8. A strike-through and clean version of the document will be provided, comparing this to the previous draft.

**b. Final Specific Plan**

Once the Public Review Draft has been reviewed by the Planning Commission and City Council, the JZMK team will prepare and update the Final Specific Plan. This task assumes that minor revisions would be required as a result of the Planning Commission and City Council hearings.



## 8. CEQA Compliance

Rincon Consultants will be the team's lead for advising the City on CEQA requirements and process and, based on the scope of the project, will prepare the necessary CEQA documentation.

### a. Project Mobilization and CEQA Kickoff Meeting

Rincon's lead staff will compile and review relevant background information, including the forthcoming Housing Element implementation programmatic EIR and planning and environmental documents related to Piedmont and the Specific Plan area, and will tour the plan area to observe and photograph conditions and key features. As part of this task, Rincon's Project Manager and/or Principal in Charge will prepare for and attend a kickoff meeting (remote or in-person) with the consultant team and City staff. This meeting will serve as a forum to review and confirm study objectives and to discuss the expectations of stakeholders in the process. Working schedules will be finalized and details for scheduled tasks will be discussed. We will use this opportunity to collect any relevant studies and project information not already transmitted. The meeting will also allow an opportunity to discuss the approach to environmental evaluation and community concerns regarding the project.

### b. Project Description

Rincon will prepare a project description for review by the City and project team. This review is critical, since it forms the basis for environmental evaluation under CEQA. The project description will provide a summary of the proposed Specific Plan. The project description will be based on additional information to be provided by the City and project team. Textual, tabular, and graphic presentation will be used as necessary to facilitate a thorough understanding of

the proposed project. Tables and graphics will be prepared to illustrate clearly the changes proposed by the Housing Element Update.

### c. Draft EIR Addendum

Rincon will prepare the appropriate environmental review document pursuant to CEQA up to and including a Draft EIR Addendum pursuant to the requirements set forth in Section 15164 of the CEQA Guidelines. The possible Draft EIR Addendum will include the following content:

#### i. Introduction and Project Description.

An EIR Addendum will include introductory information, including a brief description of the project history and an explanation of the relationship of this document to previous analysis, as well as a description of the required contents and applicability of preparing an Addendum. An Addendum will include the project description prepared under Task 8.2.

#### ii. Environmental impact evaluation.

If determined to be the appropriate course at the conclusion of the initial study, the EIR Addendum will evaluate whether the proposed project would have different environmental impacts or a different degree of impact than those identified in the certified EIR to be completed for the implementation of the Housing Element. The impact evaluation will be in a modified Initial Study checklist format based on CEQA Guidelines Appendix G but tailored to the requirements of Guidelines Section 15162 and will address all issue areas discussed in the certified EIR, with particular emphasis on the key issues most likely to be affected by plan implementation. We will perform quantitative analysis where needed,

including modeling of noise, air quality and greenhouse gas impacts if appropriate. Key issues anticipated to be the focus of the addendum include aesthetics, biological resources, cultural resources, geology and soils, transportation (including site access and circulation), and wildfire (including emergency evacuation). No specialized technical studies are included in the scope and cost for the addendum, based on the assumption that the certified EIR will have generally accounted for the impacts of residential buildout and physical disturbance in the Plan area, and will include mitigation measures to address potentially significant impacts of development in the Plan area, if any, that could also be applied to the Moraga Canyon Specific Plan if needed.

The Draft EIR Addendum will be in the format of a stand-alone report. Rincon will submit an electronic copy of the Draft EIR Addendum in Microsoft Word and PDF formats for consultant team and City review and comment.

**d. Final EIR Addendum**

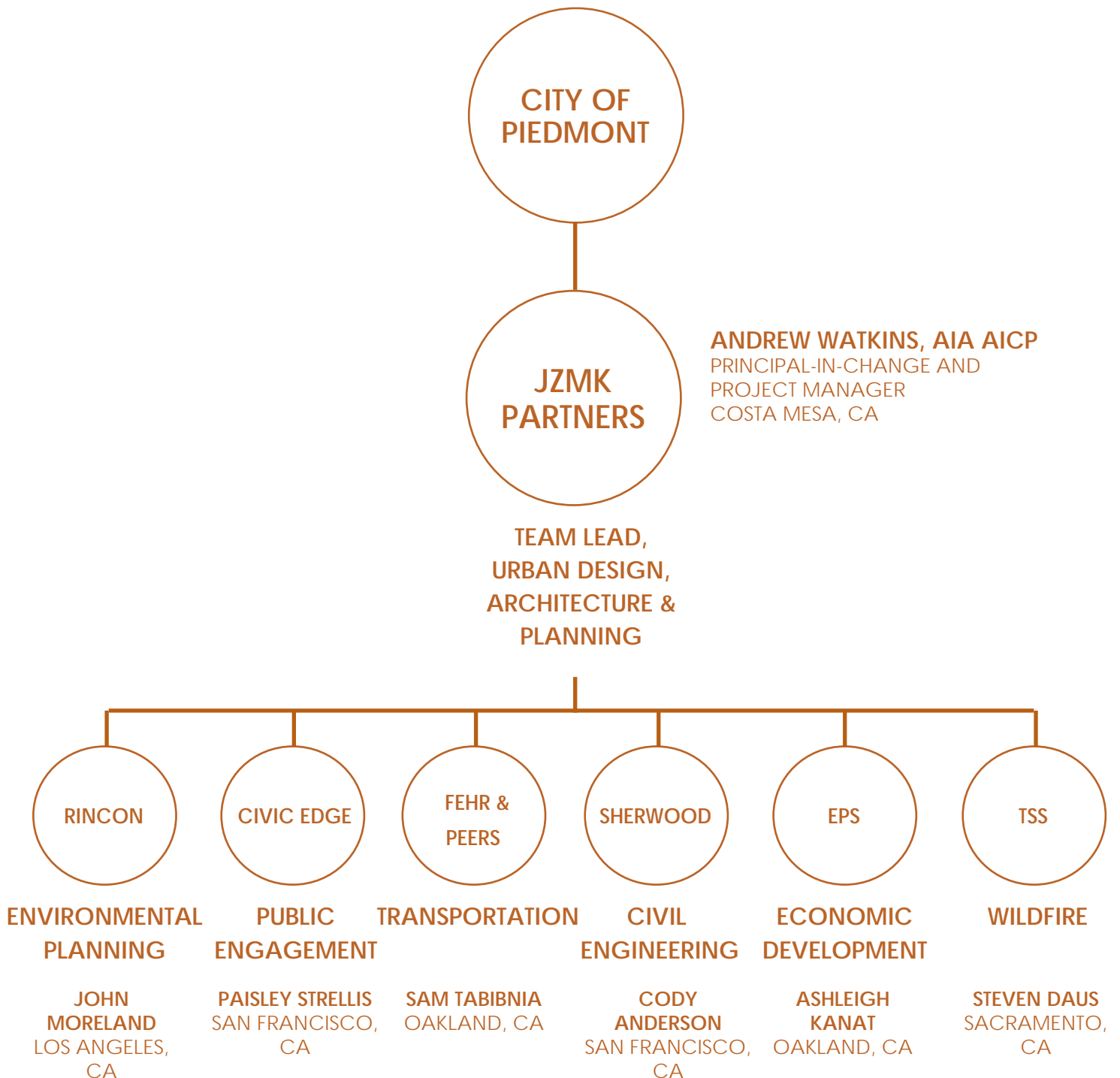
Rincon will address City comments on the Draft EIR Addendum and prepare the Final EIR Addendum. We assume that, consistent with the CEQA Guidelines, the document will not be specifically and separately circulated for public comment.

**e. Public Hearings**

Rincon will prepare for and attend up to two hearings two public hearings to present our analysis and/or respond to questions on our analysis or the addendum process.

**SECTION C**  
**PROJECT TEAM**

# ORGANIZATION CHART



# FIRM IDENTITY

**WE LISTEN. WE COLLABORATE. WE SOLVE. WE CREATE.**

**JZMK PARTNERS IS A FUSION OF INSPIRED PEOPLE AND DYNAMIC PROCESSES.** We address clients and community needs with planning and design solutions that bring together proven methods and innovative technologies. We engage the team. We consider every outcome.

**COLLABORATIVE APPROACH TO PROBLEM SOLVING.**



**THE BEST CLIENTS ARE PARTNERS.** Working together as a team, we challenge each other to think outside of the box. Our clients share our **VISION** and **VALUES**, and they believe in the power of the collaborative process of design. This process ultimately yields designs that provide **LONG-TERM VALUE** and effect **POSITIVE CHANGE** to the built environment. We seek clients who are willing to participate in the planning and design process, and we are grateful for those **OPPORTUNITIES**.



# OUR CORE VALUES



**YOUR VISION.**

**TEAM DESIGN.**

**A LASTING LEGACY.**

Our diverse talent enhances **COLLABORATION**. Embracing this collaborative spirit, our multi-disciplinary teams emphasize balance of environmental ethos with development objectives. With their fingers on the pulse of emerging industry trends, our highly skilled professionals are sought-out speakers across the country. Committed to giving back, we take pride in maintaining a visible and active role in a variety of civic, charitable and professional organizations.



# PLANNING & URBAN DESIGN



## SERVICES

- Community Planning and Design
- Master Planning
- Programming
- Visioning / Consensus Building
- Site Design
- Feasibility Studies

## PLACEMAKING IS AN ART.

Starting with a **VISION**, we develop plans for how our built environments relate to natural systems and how they enhance the human habitat. It's the synthesis of "visioning," design, planning and environments that creates **SUSTAINABLE COMMUNITIES** and finds the pragmatic balance between practicality and the pursuit of art. It takes **CREATIVE PROBLEM SOLVING**. Success is achieved when land is transformed into livable cities, communities and neighborhoods.

# ARCHITECTURE



## SERVICES

- Architectural Design
- Programming
- Construction Documents
- Graphic Design

## BUILDINGS ARE SUCCESSFUL

when they contribute to the qualitative nature of both the private and the public realm. We understand the **RELATIONSHIP** between built form and building a **STRONG COMMUNITY IDENTITY**. Whether we are designing a custom home, a new educational facility, a mixed-use urban center or a world-class resort, we employ our **TECHNICAL EXPERTISE** to provide design solutions that are **INNOVATIVE AND INSPIRATIONAL**, striving to create places that dignify human existence.





## ANDREW WATKINS

PRINCIPAL, DIRECTOR OF URBAN DESIGN & PLANNING

**ROLE ON PROJECT** PRINCIPALS IN CHARGE AND PROJECT  
MANAGER

**YEARS EXPERIENCE** 20

**EDUCATION** MASTERS IN ARCHITECTURE IN  
URBAN DESIGN  
HARVARD UNIVERSITY

BACHELOR OF ARCHITECTURE,  
SYRACUSE UNIVERSITY SCHOOL  
OF ARCHITECTURE

**CONTACT** [awatkins@jzmkpartners.com](mailto:awatkins@jzmkpartners.com)

Andrew Watkins is an architect, urban designer, and planner with over 20 years of professional experience. Andrew is licensed in California and Massachusetts.

As a principal at JZMK, his work focuses on large-scale urban design projects that explore the confluence of ecology and urbanism. Andrew has led the design of community plans, urban design and new city planning projects in diverse locales, the United States, China, Indonesia, India, South Africa, Botswana, Ethiopia, Germany, Italy, Armenia and Mexico.

Andrew's work focuses on place making and creating high-quality public realms. His project experience includes urban and suburban revitalization as well as green-field development, with new community work totaling over 20,000 acres of development featuring more than 50,000 homes, retail, commercial and light industrial districts.

Andrew has particular interests in projects that engage wellness and the ecological systems of food, mobility, waste, shelter and water.

A Full Member of ULI, he is part of the national Residential Neighborhood Development Council, Health Leaders Network and serves locally as part of the Building Healthy Places Council and For Sale Housing Council. Andrew holds a Bachelors of Architecture from Syracuse University and a Masters of Architecture in Urban Design from the Graduate School of Design at Harvard University.

### PROFESSIONAL EXPERIENCE

#### TRACY DOWNTOWN TOD PLAN

**CLIENT:** CITY OF TRACY

**LOCATION:** TRACY, CALIFORNIA

The City of Tracy has a rich history defined by rail. The latest chapter sees the city proactively planning for the expansion of the ValleyLink rail service connecting Bay Area Rapid Transit (BART) and Altamont Commuter Express (ACE) at a Downtown Tracy station. To leverage this new transit connection, a comprehensive review of the existing land uses was completed. Through this process, a wide array of opportunity sites were identified ranging from urban infill to residential infill to industrial brownfield to greenfield.

#### FONTANA DOWNTOWN HOUSING STUDIES

**CLIENT:** CITY OF FONTANA

**LOCATION:** FONTANA, CALIFORNIA

Located in the heart of the rapidly developing Inland Empire, Fontana is seeking to jump-start redevelopment in its historic downtown core. Governed by a Form Based Code, the Downtown District has seen limited growth due to the code's complexities and restrictions. This project works to streamline the Form Based Code, incentivize development — especially new housing — that is in scale with the historic character, and better define the structure and public realm of downtown.

#### LAKE FOREST I-5 SITE STUDY

**CLIENT:** CITY OF LAKE FOREST

**LOCATION:** LAKE FOREST CALIFORNIA

The I-5 Site Study tests the feasibility of a mixed-use development at the intersection of El Toro Road and Rockfield Blvd adjacent to the I-5. As a gateway site to Lake Forest, the City was interested in understanding the viability of turning the existing strip commercial centers with their large parking lots into a walkable, pedestrian friendly, mixed-use development. The analysis studied both the physical fit and yield of a potential project as well as its economic viability.



## KATJA MARTINEZ

### PRINCIPAL/SENIOR DESIGNER

DETAILED ROLE ON PROJECT	LEAD DESIGNER/PROJECT ARCHITECT
YEARS OF EXPERIENCE	22+
EDUCATION	BACHELOR OF ARCHITECTURE UNIVERSITY OF APPLIED SCIENCE, STUTTGART GERMANY
AFFILIATIONS	ASSOC. AIA
CONTACT	kmartinez@jzmkpartners.com

Katja joined JZMK Partners in 2000 after graduating from the University of Applied Science, Stuttgart, Germany with a Bachelor Degree in Architecture. Since 2013 she holds the position of Principal/Senior Designer in the firm.

With over 20 years of experience, Katja is involved in a wide variety of major residential projects in California, Texas, China and the Middle East. Her innovative designs range from Custom Residences, Recreational Facilities, Resort Clubhouses, Mixed-use Facilities and High-rise Residential Buildings.

A recent achievement is the high density, urban in-fill project along the Huangpu River in Shanghai, China that includes High-rise Residential towers, high-end Retail and a 5-star Hotel. Additional projects include the Marassi Beach Clubhouse in Egypt and the high density, award winning Hillside Project in Austin, Texas.

Katja's diligent, thorough and decisive approach consistently results in meeting or exceeding client's expectations. In her position she also manages Business Development efforts and facilitates client communication.

Mrs. Martinez is a past member of Toast Master International where she held the office of Secretary and Vice President of Membership. She completed her course with an award in public speaking.

Katja currently holds the past position of President and Board of Directors for the 55+ Housing Council in Southern California.

## PROFESSIONAL EXPERIENCE

### BEN LOMOND VIEWS/TOWN CENTER

CLIENT: BLD INVESTMENT, LLC

LOCATION: HARRISVILLE, UTAH

This 130 acre re-development in Harrisville will replace a former Golf Course and is located at the base or the beautiful Ben Lomond Mountain Ridge.

The 4.5 acre Mixed-Use Town Center is centrally located in the heart of the new High-Density Residential Development and encompasses a series of 2-story retail and restaurant spaces. The vision for this approx. 50,000 S.F. retail center is to create a central hub for all residents and to serve the local community. A modern office space with large glass elements and an outdoor communal deck offers incredible views into the town center green and allows views of the nearby mountain.

### FIRST & GRAND MIXED-USE PROJECT

CLIENT: NORTHGATE MARKET

LOCATION: SANTA ANA, CALIFORNIA

The vision for this Mixed-Use development was to create a Destination in a prominent location in Santa Ana, located between two major intersections (First & Grand Avenue). In collaboration with the Catholic Diocese, a brand-new church is envisioned to be the focal point of the development, flanked by high-density Apartments on one side and Senior Apartments on the other side. Served by local retailers and small restaurants, the open plaza ("Zoccolo"), formed in the middle of the development, will become a large gathering space to host local events, farmer's market & other activities alike.



## TIM HAAGEN

### SENIOR PLANNER

<b>ROLE ON PROJECT</b>	DAILY PROJECT MANAGER & CODE ORGANIZER AND LEAD WRITER
<b>YEARS EXPERIENCE</b>	20
<b>EDUCATION</b>	BACHELOR OF LANDSCAPE ARCHITECTURE UNIVERSITY OF IDAHO
<b>CONTACT</b>	thaagen@jzmkpartners.com

Tim Haagen brings 20 years of experience in urban design, planning and landscape architecture to JZMK.

Following completion of his Bachelors of Landscape Architecture from the University of Idaho in 2002, Tim spent several years working for a landscape architecture office specializing in built residential landscapes and community design. There he practiced the art of landscape architecture taking a project from a blank canvas through design development to final build-out through construction documents and construction administration.

Tim furthered his career as Project Planner and Landscape Designer at globally recognized hospitality-based design firm WATG in the planning studio for nearly a decade where he constantly collaborated with architects, landscape architects and interior designers to craft the stories and visions for hospitality-based master planning projects (luxury resorts, hotels, high-end residential), urban design, thematic parks and design, site planning for hotels and commercial spaces and golf course-centric projects. Tim's wide-reaching body of work includes projects in China, Korea, the Middle East, South, Central and North America and in exotic locales like the Caribbean, Mediterranean, Azerbaijan, Panama, Hawaii and the Phillipines.

At JZMK Tim has expanded his portfolio to include domestic urban design and local residential-based infill development. With his training and experience in landscape architecture working at a smaller scale, Tim is able to contribute a detail oriented perspective while thinking critically at a master planning scale.

### PROFESSIONAL EXPERIENCE

#### SILVERWOOD COMMUNITY PLAN

**CLIENT: DMB COMMUNITIES**

**LOCATION: HESPERIA, CA**

In southern California's vast Inland Empire, Silverwood is the place where you can wake up to towering mountains and rolling desert landscape. Silverwood is a place where trails start right from your front door and wind through stands of Joshua trees. Nearly half the entire community site has been set aside for natural open space, conservation easement, parks, and the Serrano Preserve. Majestic wide-open landscape is among the highlights of the rich natural amenities to a life that expands to the horizon here, complete with 59 miles of off-street trails, 107 miles of paths and paseos, and 387 acres of parks—from pocket parks to neighborhood parks to community parks.

#### RANCHO MISSION VIEJO PA8 PLANNING

**CLIENT: RANCHO MISSION VIEJO**

**LOCATION: ORANGE COUNTY, CA**

JZMK is currently working on a feasibility study for Planning Area 8 within Rancho Mission Viejo. This site, adjacent to Camp Pendleton, presents numerous challenges including noise mitigation, grading and habitat preservation.

#### IMKAN WELLNESS COMMUNITY

**CLIENT: IMKAN MISR**

**LOCATION: NEW CAIRO, EGYPT**

70 Hectare Master Plan, 1,108 units and 300 thousand GFA community in New Cairo Egypt that emphasizes wellness that have homes that are proactively designed and built to support holistic health of their residents



## DENNIS AGUSTIN

### PLANNER

**DETAILED ROLE ON PROJECT** PROJECT PLANNER

**# OF YEARS' EXPERIENCE** 25

**EDUCATION** BACHELOR OF ARCHITECTURE  
UNIVERSITY OF SANTO TOMAS, PHILIPPINES

**CONTACT** dagustin@jzmkpartners.com

Dennis Agustin brings almost 30 years of experience to urban design, planning and landscape architectural projects. He graduated from the University of Santo Tomas in the Philippines with a Bachelor's Degree in Architecture and is a licensed landscape architect in the State of Nevada.

Dennis initially became a licensed architect in the Philippines before working almost a decade in Singapore for Peridian Asia. There, he worked on landscape architecture and master planning projects including residential communities and luxury resorts. Over 20 years ago Dennis moved to Southern California to assist on international projects for Peridian's U.S. office before joining JZMK in 2010.

At JZMK he works on a wide range of projects, from urban infill developments to master planned communities, both domestically and internationally. He has experience working across the United States in addition to China, Russia, Egypt, Abu Dhabi, Oman, and Dubai. Dennis has a strong multi-disciplinary background, bringing a comprehensive and effective approach to urban design and planning projects.

### PROFESSIONAL EXPERIENCE

#### SILVERWOOD

**CLIENT:** DMB COMMUNITIES

**LOCATION:** HESPERIA, CA

In southern California's vast Inland Empire, Silverwood is the place where you can wake up to towering mountains and rolling desert landscape. Silverwood is a place where trails start right from your front door and wind through stands of Joshua trees. Nearly half the entire community site has been set aside for natural open space, conservation easement, parks, and the Serrano Preserve. Majestic wide-open landscape is among the highlights of the rich natural amenities to a life that expands to the horizon here, complete with 59 miles of off-street trails, 107 miles of paths and paseos, and 387 acres of parks—from pocket parks to neighborhood parks to community parks.

#### INDIGO

**CLIENT:** MERISTEM COMMUNITIES

**LOCATION:** RICHMOND, TX

A new agrihood community in Richmond, Indigo is envisioned as a walkable, mixed-use community focused on wellness and local food production. By incorporating a six-acre, human-scaled farm within the village core, the project seeks to connect residents with the food they eat in new and engaging ways. At the heart of the village core is an event barn that serves as both the primary community monumentation and the hub of activity. A system of mews and pocket parks establish linkages throughout the community. A fine-grained mix of housing products front onto the mews and streets, activating both while providing safety and fostering interaction among residents.





## JANA SOBHI

### PLANNER

**DETAILED ROLE ON PROJECT** PROJECT PLANNER

**# OF YEARS' EXPERIENCE** 3

**EDUCATION** BACHELOR OF SCIENCE  
GERMAN UNIVERSITY OF TECHNOLOGY

**CONTACT** [jsobhi@jzmkpartners.com](mailto:jsobhi@jzmkpartners.com)

Jana Sobhi graduated from German University of Technology in Oman with a Bachelor's degree in Design in Urban Planning and Architecture. Before moving to the United States she worked for several years in Oman as a junior architect and planner with a strong background in master planning. There she gained expertise in Middle East projects including multi-family homes, residential properties, converting residential units into commercial and mixed-use projects.

At JZMK Jana works on urban design and planning projects. She has experience working in the United States, Egypt and Abu Dhabi with projects ranging in size from a few acres to thousands. She has worked on project types that include city expansions, master planned communities and urban infill

Jana enjoys problem solving, graphic representation and creating great urban environments. She is skilled at project visioning, 3D representation and GIS. Outside of urban design and planning Jana is an amateur photographer.

### PROFESSIONAL EXPERIENCE

#### SILVERWOOD

**CLIENT:** DMB COMMUNITIES

**LOCATION:** HESPERIA, CA

In southern California's vast Inland Empire, Silverwood is the place where you can wake up to towering mountains and rolling desert landscape. Silverwood is a place where trails start right from your front door and wind through stands of Joshua trees. Nearly half the entire community site has been set aside for natural open space, conservation easement, parks, and the Serrano Preserve. Majestic wide-open landscape is among the highlights of the rich natural amenities to a life that expands to the horizon here, complete with 59 miles of off-street trails, 107 miles of paths and paseos, and 387 acres of parks—from pocket parks to neighborhood parks to community parks.

#### RANCHO MISSION VIEJO PA8 PLANNING

**CLIENT:** RANCHO MISSION VIEJO

**LOCATION:** ORANGE COUNTY, CA

JZMK is currently working on a feasibility study for Planning Area 8 within Rancho Mission Viejo. This site, adjacent to Camp Pendleton, presents numerous challenges including noise mitigation, grading and habitat preservation.

#### MARASSI TOWN CENTER

**CLIENT:** EMAAR MISR

**LOCATION:** NORTH COAST, EGYPT

Acting as the "heart" of the 624ha Marassi tourism destination, the Marassi Town Center features multiple hospitality destinations, luxury mixed-use apartments over retail and commercial, dining and entertainment venues set along public plazas and a grand marina promenade. Design guidelines were created to ensure that the overall character of each parcel fits within, and enhances the character of the overall development.

**Rincon Consultants, Inc. (Rincon)** is a multidisciplinary environmental science, planning, and engineering consulting firm that provides quality professional services to government and industry. Our principal service is to provide planning and environmental compliance support to create and sustain innovative solutions to land use, social, environmental, and sustainability issues. Rincon prides itself on the considerable depth of its staff, which includes certified urban planners, sustainability experts, environmental scientists and engineers, accredited Leadership in Energy and Environmental Design (LEED) professionals, and specialists in areas including land use policy, housing, public engagement, cultural resources, climate change, environmental justice, noise, and air quality. Our approach to every project centers on the design and development of innovative solutions that respond to our clients' specific needs in a cost-effective manner.

**Legal Name:**

Rincon Consultants, Inc.

**Legal Form:**

California "S" Corporation

**Founded:** 1994

**Professional Staff:** 400+

**California Offices:** 12

**Core Values:** Trusted, Fair,  
Transparent, Accountable,

Rincon's interdisciplinary experience is invaluable in understanding the interaction of discrete environmental topics and policy development. We pride ourselves on our ability to create an integrated approach to planning processes in order to create, to the extent feasible, "self-mitigating" documents. Rincon has successfully prepared General Plans, Specific Plans, Climate Action Plans (CAP) and their associated environmental documents in a parallel and interactive process that creates stronger more efficient documents.

Rincon's corporate culture focuses on providing planning and environmental consulting services in a manner that is socially responsible and beneficial to both the environment and our client's needs. We perceive Rincon as an extension of our client's team and function with their best interests in mind. By managing each project with a focus on three primary objectives—economic efficiency, technical excellence, and sustainable approach—we can provide superior service that efficiently and effectively meets the needs of our clients.

## Professional Expertise

Rincon has provided planning services for programs and projects throughout California for over 27+ years. Our team of certified urban planners, development impact technical specialists, and LEED-certified professionals work collaboratively to improve outcomes and ameliorate projects.

Our community planning team helps jurisdictions draft plans, policies, and programs designed to guide the community's physical design and development. Our mission is to provide our clients with high-level professional expertise, leveraging our Bay-area experience and diverse team of experts to create a plan that is contextual and implementable and meets the requirements and needs of the community. We have also worked with a variety of affordable housing developers and we understand the nuances of the State bills that alter standards and/or processes for affordable housing. Our approach to every project centers on the design and development of innovative solutions that respond to our clients' specific needs in a cost-effective manner. Our planning group is involved with only a select number of long-range planning assignments at a time, ensuring focus on the communities with which we engage.



Creating a new Specific Plan represents a unique opportunity to define the project's vision and guiding principles, update policies to meet community needs and State requirements, and to create easy-to-use and responsive plans that will help achieve the desired vision and goals. The Specific Plan will be developed using our team's comprehensive project approach that includes knowledge of Piedmont's political and cultural setting, State regulations, incorporation of implementable objective design standards, integrated environmental review, and effective implementation tools.

We also have extensive experience with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) to complement our award-winning regional and municipal long-range planning experience. Our body of work includes specialties in preparing CEQA documents for a variety of project types, including commercial, residential (both market-rate and affordable), educational, and public facilities. Our documents and the mitigation requirements provided are structured to streamline future CEQA analysis at the project-level. We also support most large-scale studies with comprehensive public involvement programs to communicate the elements of the planning programs, as well as details of required environmental review processes.

## Local Experience

At Rincon, we are proud of our team's ability to work effectively with City of Piedmont staff and the local community. We are currently working with the consultant team on the Housing Element update, drafting the Environmental Impact Report (EIR) for that project. We have also drafted the Categorical Exemption for the Community Pool project in 2022. We have a unique understanding of Piedmont's concerns, emerging issues, and have developed a positive working relationship with City staff.

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## John Moreland, AICP

### Director of Community Planning

John Moreland is the Director of Community Planning at Rincon, overseeing a variety of entitlement and advance planning projects. He brings 18 years of experience in managing, processing, and coordinating entitlement and planning projects in over 80 jurisdictions throughout the western United States for both public and private sector clients. John specializes in the preparation of specific plans, including the North Rollins Specific Plan in the City of Burlingame. He is also currently overseeing a comprehensive update to the City of West Covina Zoning Code, including an adopted standalone objective design standards document. Using his extensive knowledge of development plans, entitlements, design trends, specific plans, environmental documents, and zoning code research, he provides valuable insight to each of his projects. As a well-rounded professional, John's versatile expertise allows him to manage complex development projects including, those that involve Specific Plans, general plan amendments, as well as zoning code amendments and design guidelines.

### EDUCATION

MURP, California State  
Polytechnic University, Pomona  
BS, Business Administration,  
Pepperdine University

### CERTIFICATIONS/ REGISTRATIONS

American Institute of Certified  
Planners (since November  
2016)  
Board Member and Newsletter  
Contributor for largest historic  
district in Long Beach –  
California Heights.

### YEARS OF EXPERIENCE

18

### SELECT PROJECT EXPERIENCE

#### **Director-in-Charge/Outreach Lead, City of West Covina – Development Code Update, West Covina**

John is currently the Director in charge of the comprehensive Development Code update for the City of West Covina. The Code update overhauls the Zoning and Subdivision portions of the Municipal Code that have not undergone a significant update in over 40 years. John also led the outreach meetings and is responsible for content going onto the project's website. The goal of the update is to streamline processes and procedures at the City, reduce the number of overall zones in the City, and make the Code easier to implement and less ambiguous. This scope also included an interim zoning overlay zone intended to comply with timing mandates for State law prior to the adoption of SB 197. Currently, the project team is nearing the end of its 24-month contract with the zoning code update being anticipated to be adopted in the Fall of 2023.

#### **Specific Plan Lead/Environmental Lead, City of Burlingame – North Rollins Specific Plan, Burlingame**

The City of Burlingame, as part of its General Plan update, had identified the North Rollins Road corridor as a target area for future redevelopment. This corridor is a major employment base for the City and largely consists of light manufacturing businesses, warehouses, and auto repair shops. Given that the Millbrae CalTrain and BART station is located between a 5 and a 15-minute walk from the North Rollins Road corridor, this district was selected by the City to be reimagined as a live/work neighborhood – with parks, tree-lined streets, and a focus on the pedestrian experience and connectivity. The desire is to integrate residential into the existing industrial context and have the two uses interact with each other, providing both a business incubator and residential district. The result is a Specific Plan focusing on the pedestrian realm along Rollins Road, while including unique regulations for street performers, street vendors, craft breweries/distilleries, as well as a test art in public places ordinance for the City. In conjunction with the project team, John Moreland (while with a different firm) managed the Specific Plan, conducted outreach meetings, and led the implementation efforts of the plan.





## EDUCATION

BA, English and Environmental Studies, University of California at Santa Barbara

## CERTIFICATIONS/REGISTRATIONS

Professional Certificate in Land Use and Environmental Planning, UCSB Extension  
American Institute of Certified Planners, Certified Environmental Planner (no. 021413)

## YEARS OF EXPERIENCE

20+

# Abe Leider, AICP CEP

## Principal Planner

Mr. Leider is a Principal in Rincon's Environmental Sciences and Planning group. He is responsible for management and preparation of planning and environmental documents and specialized technical studies. Mr. Leider has over 24 years of experience in the planning field and has managed or primarily authored successful planning and environmental documents on subjects ranging from regional resource management and land use regulation to complex public and private development projects. He is proficient at interpreting state and federal planning and environmental regulations and guidelines as well as developing thorough and clear environmental documentation. Mr. Leider is experienced at providing professional contract planning support in all facets of the project review and permitting process to small, mid-sized and large jurisdictions throughout California. He has prepared informational and technical reports on a range of planning and environmental topics, including general land use trends, agriculture, biology and aesthetics/visual resources.

## SELECT PROJECT EXPERIENCE

### **Principal-in-Charge, City of Orinda – Downtown Precise Plan and 6<sup>th</sup> Cycle Housing Element Update Environmental Impact Report, Orinda**

Mr. Leider was the Principal-in-Charge of Rincon's contract with Orinda to prepare a Program EIR for the City's Downtown Precise Plan. The EIR also covered the City 6<sup>th</sup> Cycle Housing Element. Key issues included development densities and heights and impacts related to biological resources, wildfire and vehicle miles travelled.

### **Principal-in-Charge, Town of Moraga – Comprehensive Advanced Planning Initiative Environmental Impact Report, Moraga**

Mr. Leider was the Principal-in-Charge of Rincon's contract with Moraga to prepare a Program EIR for the City's Comprehensive Advanced Planning Initiative. The Comprehensive Advanced Planning Initiative involved adoption of the Town's 2023-2031 Housing Element, rezoning of key sites within the Town's jurisdiction including the Moraga Center Specific Plan and Rheem Park areas, along with objective design standards for Rheem Park, conforming amendments to the Moraga 2002 General Plan, amendments to the 2002 General Plan Safety and Conservation Elements to comply with new State laws, and replacement of the "Study" General Plan and zoning designations for Bollinger Canyon with new designations. Key issues included impacts related to biological resources, wildfire and vehicle miles travelled.

### **Principal-in-Charge, Raimi Associates – BayFair BART TOD Specific Plan EIR, City of San Leandro**

Rincon prepared a programmatic EIR for the Bay Fair BART Transit Oriented Development Specific Plan for the City of San Leandro as part of the Raimi & Associates team. The Specific Plan addressed a wide range of development, planning and economic issues, including identifying existing and future opportunities for transit-oriented mixed-use and residential development within the study area and transportation and infrastructure improvements to accommodate a preferred land use alternative. Mr. Leider's role included overall management of the CEQA document and process for the project.

### **Principal-in-Charge, City of Berkeley (subconsultant to Raimi & Associates) – Adeline Corridor Specific Plan Environmental Impact Report, Berkeley**

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## Lilly Rudolph, AICP

### Senior Program Manager

Ms. Rudolph is responsible for managing current planning assignments and long-range planning documents for municipal planning agencies. Over her career in planning, community development, and economic development, Ms. Rudolph has developed a broad background of technical experience ranging from preparing general plan updates and overseeing outreach strategies to processing entitlements for public infrastructure, residential, commercial, agricultural, and industrial development. She has prepared and/or managed general plan updates, design guidelines, specific plans, historic resource surveys, and ordinances and is experienced in the preparation and management of CEQA documents for plan areas and development projects.

### EDUCATION

MPA, Baruch College, City  
University of New York

BA, International Relations,  
University of California, Davis

### CERTIFICATIONS/ REGISTRATIONS

American Planning Association,  
American Institute of Certified  
Planners (no. 023166)

### AFFILIATIONS

Central Coast Section of the  
California Chapter of the  
American Planning Association  
Board member (2011 – 2018,  
2020 – present)

2019 American Planning  
Association California Chapter  
Conference Mobile Workshop  
Chair

Leadership Ventura (2013-  
2014)

### SELECT PROJECT EXPERIENCE

#### **Project Manager/Contract Planner, City of Ventura – Olivas Park Specific Plan, Ventura**

Ms. Rudolph was the project manager for the Olivas Park Specific Plan and associated a mitigated negative declaration. The Olivas Park Specific Plan is intended to allow construction of a roadway connection to a currently inaccessible area, construction of a new levee to protect existing and future development, and facilitation of logical commercial and industrial development that is compatible with the adjacent Ventura Auto Center. Ms. Rudolph oversaw the preparation of an Environmental Impact Report Addendum includes analysis for a revised levee design and a zone change to remove a floodplain overlay zone in the project area.

#### **Project Manager/Contract Planner, City of Ventura – Auto Center Specific Plan Amendment, Ventura**

Ms. Rudolph was the project manager and contract planner for the Auto Center Specific Plan amendment and associated a mitigated negative declaration. The project involved amending a specific plan that was originally adopted in 1987 to dedicate a region that would be strictly for automobile sales uses. The amendment increased the size of the specific plan area and amended sign regulations, decision making authority, allowed uses, lighting standards, and the circulation plan. The project implemented the City's Economic Development Strategy goal to improve Auto Center accessibility, visibility, and circulation. The primary intent of the specific plan amendment was to construct new signage throughout the specific plan area, including a new multiple-user electronic reader-board sign. The City and the property owner entered into a sign agreement to control the content of the sign and to dedicate usage to City public service announcements. The project review process involved a public workshop with the adjacent residential neighborhood. Ms. Rudolph oversaw the preparation of the mitigated negative declaration, which analyzed potential impacts related to aesthetics and cultural resources and included photo simulations of the reader-board sign.

#### **Project Manager, City of Simi Valley – City of Simi Valley Sixth Cycle Housing Element Update, Simi Valley**

Ms. Rudolph is currently serving as the Project Manager for the Simi Valley Housing Element Update. The project will update the City's Housing Element to comply with state law. Ms. Rudolph worked closely with the City to identify sites

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## EDUCATION

MESM, Emphasis in Energy and Climate, Bren School of Environmental Science & Management, University of California, Santa Barbara

BS, Environmental Policy Analysis and Planning, University of California, Davis

## AFFILIATIONS

Board Member, Association of Environmental Professionals, SF Chapter

## CERTIFICATIONS/REGISTRATIONS

AEP Spring 2022 CEQA Advanced Workshop

AEP Summer 2019 CEQA Legislative Update Workshop

HUD Winter 2014 NEPA Training

## YEARS OF EXPERIENCE

10 years CEQA experience;  
17 years of environmental experience

# Karly Kaufman, MESM

## Supervising Environmental Planner/Project Manager

Ms. Kaufman serves as a Supervising Environmental Planner/Project Manager within Rincon's Environmental Science and Planning group. Ms. Kaufman has over 17 years of experience in the environmental field and over 10 years of experience in CEQA project management. She is involved in managing CEQA and NEPA documentation and technical air quality, greenhouse gas, and noise impact analyses for a variety of clients throughout the state. Ms. Kaufman specializes in advising on and managing programmatic CEQA documentation for long-range plans and zoning programs such as for General Plans, Specific Plans, and zoning ordinance amendments. She also manages CEQA documentation for residential and commercial development projects and for large-scale transportation projects. She has prepared and managed Environmental Impact Reports, Initial Studies, Negative Declarations, and Categorical Exemptions, and also prepares CEQA guidance, training, and templates for key clients.

## SELECT PROJECT EXPERIENCE

### **Project Manager, City of Piedmont– Piedmont Housing Element EIR and IS-ND**

Rincon prepared an Initial Study-Negative Declaration for the Piedmont 2023-2031 Housing Element Update and is currently preparing a Program EIR for implementation of Housing Element. Key issues analyzed to be analyzed in the EIR include transportation, cultural resources, population and housing, noise, air quality, GHG emissions, and wildfire.

### **Project Manager, City of Berkeley – Adeline Corridor Specific Plan EIR**

Rincon completed an EIR for the proposed Adeline Corridor Specific Plan in the City of Berkeley. The Plan Area is in the southern portion of the City of Berkeley and extends approximately 1.3 miles north from the Berkeley/Oakland border along Adeline Street and Shattuck Avenue to the intersection of Shattuck Avenue and Dwight Way. The Plan Area abuts Downtown Berkeley to the north and extends to the City of Oakland border to the south. The Adeline Corridor Specific Plan is intended to direct changes in land uses and development and right-of-way improvements for the Plan Area. The vision for the Plan Area is to champion equitable, transit-oriented development that supports a thriving community and provide safe, "complete streets." Key issues analyzed in the EIR include traffic/circulation, cultural resources, population and housing, noise, air quality, and GHG emissions.

### **Project Manager, County of Alameda – Ashland Cherryland Business District Specific Plan EIR, Alameda County**

Ms. Kaufman served as the Rincon team Project Manager for preparation of CEQA documentation for the update to the Ashland Cherryland Business City Specific Plan (ACBDSP). The ACBDSP area encompasses two corridors in Ashland and Cherryland, two unincorporated communities within the County of Alameda. The project emphasized economic revitalization through place-making, innovative implementation strategies, creative marketing, branding, public improvement programs, robust community outreach; and a form-based code. In 2016, the American Planning Association (APA) Northern Section presented the County of Alameda with the "Excellence in Economic Planning and Development" award for the Ashland and Cherryland Business District Specific Plan and Code.



CIVIC EDGE CONSULTING

25 Taylor Street, San Francisco, CA 94102

### **Civic Edge Consulting Overview**

Founded in 2003, the Civic Edge Consulting team has had the privilege of working with regional agencies, municipalities, and communities on some of the toughest challenges facing the Bay Area, from sea level rise adaptation to housing policy to landscape conservation. At Civic Edge, we pride ourselves on the strength of our team, the quality of our work, and the proven track record we have built in successfully bringing together a creative team to develop innovative and cost-effective community engagement, communications and marketing campaigns on behalf of our clients.

The culture of Civic Edge is built upon a collaborative team environment of interdisciplinary coordination, communication, and trust. Quality control tasks and reviews are an integral part of the way we do business and a natural extension of our workflow and methodology.

### **Overview of Relevant Experience**

Civic Edge has extensive experience collaborating closely with clients to bring together partners with diverse interests and have facilitated sometimes difficult and contentious conversations to reach consensus and advance solutions. We have also dug deep on technical information with experts to understand and “translate” science and technical language into materials that are accessible to a lay public and create opportunities for community input that will inform processes and future outcomes.

### **What Guides Our Work**

Civic Edge embraces three core values: equity, effectiveness, and empathy. We are committed to centering equity in all of our work and are well versed in raising up the complex considerations that come along with that. Our experience managing high-profile projects has honed our effectiveness. As a collective, we work smoothly and will deliver excellence for both the City of Piedmont staff, elected, and appointed officials and the communities we’re working with. Public outreach and engagement is messy, the path is rarely linear, and plans change. Civic Edge stays open to this nonlinear work by always grounding our efforts in empathy, focusing on building trust within communities.

More information about CEC’s work can be found at [thecivicedge.com](http://thecivicedge.com).



## PAISLEY STRELLIS (she/her) DIRECTOR

### Relevant Clients

- San Francisco County Transportation Authority
- Caltrans U.S. 101 Deck Replacement at San Francisco's Alemany Circle
- Metropolitan Transportation Commission
- San Francisco Municipal Transportation Agency Transportation Demand Management
- San Francisco Department of Public Health
- County of Sonoma

With previous experience in both the public and private sectors, Paisley has cultivated more than a decade of expertise in communications and strategic outreach. She honed her writing skills in covering city politics for a community newspapers, becoming adept at translating the language of planners and municipalities into that of laypeople. She will lead messaging and engagement strategy development on the Caltrans Mobility Hubs Study.

Early in her career, Paisley was one of the first employees of market research firm Kelton Global. She brings considerable knowledge in conducting field research and reviewing both qualitative and quantitative data research. Paisley adds a first-hand understanding of the challenges and constraints faced by public sector clients from her time assisting with community outreach for the Metropolitan Transportation Commission.

Since joining Civic Edge, Paisley has collaborated extensively with the Contra Costa Transportation Authority and Metropolitan Transportation Commission on a number of communication campaigns and stakeholder initiatives. Transportation-related pollution and its disproportionate impact on low-income communities has been a recurring issue addressed by the work of these agencies.

A Bay Area native with deep roots and strong affections for the region, Paisley attended U.C. Berkeley and earned B.A.s in Psychology and English Literature.



## CASSIS SCHAFER (she/her) PROJECT MANAGER

### Interdisciplinary Strategist

Born in the Bay Area and raised in a French-speaking household, Cassis understands the power of diverse forms of communication. She graduated from Colorado College with a B.A. in Political Science and minored in Race, Ethnicity and Migration Studies and Feminist and Gender Studies. With her interdisciplinary background and life-long experience of being on sports teams, Cassis is a team player and adept at building bridges between concepts and people. She is passionate about equitable civic engagement and seeks to shape discourse that centers unheard voices and unseen perspectives. On her days off, you can find Cassis spending quality time with family, friends and herself.

### Ask Me About:

- Strategies for equitable engagement and outreach
- Website planning and design
- Maintaining organizational systems

### Catch Me Working With:

- Port of San Francisco Waterfront Resilience Program
- Waymo
- Golden Gate Bridge, Highway and Transportation District





## KATE FRATAR ACCOUNT MANAGER

### Education

University of Chicago, AB with honors 2009 (3.394 G.P.A)

### Writing and Communications Experience

Civic Edge Consulting (formerly Barbary Coast): Account Manager, Sept. 2016-Oct. 2019;  
Senior Account Manager, Nov. 2019-present

- Collaborate with clients, subconsultants and internal team members in project management
- Develop strategic content and audience-focused, on-brand messaging
- Align individual projects and communications with overarching client goals and objectives
- Distill complex policy into compelling narrative

Piedmont Post: School District News Editor, April 2013-April 2015; Sports Editor, Nov. 2015-Mar. 2017

- Provided weekly, in-depth coverage of 9-month, \$13.5 million school bond measure
- Reported on 5-month hiring process for new school superintendent
- Covered Piedmont High's 21 varsity teams, writing weekly game recaps

Oakland Ballet Company: Marketing Communications Manager, Sept. 2012-June 2013

- Developed communications strategy for The Nutcracker
- Wrote, and designed Nutcracker email campaign (8 emails; 20% avg. open rate)
- Drove social media engagement on Facebook (28% increase in page Likes over 8 mos)

### Editorial and Marketing Experience

University of Chicago Booth School of Business: Assistant Marketing Writer, 2011-2012

- Oversaw assignment, editing, and scheduling of news articles posted to ChicagoBooth
- Managed content cycle across multiple communication platforms
- Established processes behind launch of online image library
- Maintained relationships with freelance writers and photographers

Chicago Booth Magazine: Associate Editor, July 2011-June 2012

- Set production schedule with printer and oversaw deadlines for magazine contributors
- Copyedited full magazine for consistency in branding practices and content standards
- Pitched story ideas and developed supporting marketing strategy with editor in chief

# About Fehr & Peers

## Firm Profile

At Fehr & Peers, we are passionate about transforming transportation consulting through innovation and creativity. We derive inspiration by partnering with communities to understand and shape local transportation futures objectively tailored to diverse needs. Clients trust us to help them overcome barriers and uncertainty by combining our advanced expertise with curiosity, humility, and initiative to deliver implementable, data-driven solutions that reinforce community values. From the most straightforward to the most complex, we actively listen to client and community needs and handle every project with diligence and focus.

We differentiate ourselves by investing in research and development to anticipate needs, explore the unknown, and collaboratively imagine a better future. Our culture of applied innovation generates an appetite for new and better ways of approaching problems, motivates us to explore emerging transportation concepts and mobility trends, and inspires us to develop new analytical tools and techniques.

As we grow, our commitment to inclusive, local, and long-term community relationships remains central to our philosophy. Many of our client relationships are decades long, built on years of listening, understanding, collaboration, and successful outcomes. Our clients have appreciated our long-term commitments to the communities we serve, trusting us as their objective partners in transportation since 1985. Together with our clients, we are motivated by shared success, inclusive partnerships, and the positive impact our work has on the communities we serve.





## Sam Tabibnia, PE

### Senior Associate

#### EDUCATION

Master of Science in Civil Engineering, UC Berkeley, 1997  
Bachelor of Science in Civil Engineering, UC Berkeley, 1995

#### YEARS WITH FEHR & PEERS

25

#### REGISTRATIONS

Licensed Civil Engineer, State of California (#64006)  
Licensed Traffic Engineer, State of California (#2313)

#### AFFILIATIONS

Institute of Transportation Engineers (ITE)

#### EXPERTISE

- Transportation and Land Use Planning
- TIAs and EIRs
- Mixed Use and Transit Oriented Development
- Site Access and Circulation
- Impact Fee Studies
- General and Area Wide Specific Plans
- Transportation Demand Management (TDM) Plans
- VMT Assessment
- Parking Studies

#### ABOUT

Sam is a registered Professional Civil Engineer and Traffic Engineer in California, with 25 years of experience and currently in Fehr & Peers' Oakland office. Sam has extensive experience managing a variety of transportation planning and traffic engineering projects, including integrated land use/transportation planning, transportation impact studies, transportation fee studies, parking studies, site plan review, and traffic operations analysis. Sam's particular areas of expertise include development and areawide site access and circulation review and environmental review under CEQA. Sam's recent experience includes site planning and environmental review for projects of varying sizes in the larger East Bay, including the preparation of TDM and parking management plans, as well as VMT assessments consistent with SB 743.

#### PROJECT EXPERIENCE

- Housing Element Update EIR (Piedmont)
- Adeline Corridor Specific Plan and EIR (Berkeley)
- Richmond Bay Specific Plan EIR (Richmond)
- Station District Specific Plan and EIR (Union City)
- General Plan Update EIR (Alameda)
- UC Berkeley Long Range Development Plan and EIR (Berkeley)
- Lawrence Berkeley Labs Long Range Development Plan and EIR (Berkeley)
- Downtown Oakland Specific Plan and EIR (Oakland)
- Broadway-Valdez Specific Plan and EIR (Oakland)
- SB743 Support (Berkeley)
- Irvington BART Station and EIR (Fremont)
- Alameda Marina Master Plan EIR (Alameda)
- Kaiser Center Redevelopment Plan and Environmental Document (Oakland)
- UCSF Children's Hospital Oakland Master Plan, EIR, and TDM (Oakland)
- San Pablo Avenue Specific Plan Update and Environmental Document (El Cerrito)
- Livable Corridors Form-Based Code Project and Addendum (Richmond)
- Head-Royce School Circulation Review and EIR (Oakland)
- Bayer Campus Master Plan (Berkeley)
- Albrae Industrial Project Transportation Impact Analysis (Fremont)
- Berkeley Commons Project Transportation Impact Analysis (Berkeley)



## SUSTAINABLE INFRASTRUCTURE

SHERWOOD DESIGN ENGINEERS is a site civil engineering practice committed to the optimal integration of ecology, infrastructure, and design. We specialize in sustainable infrastructure design, innovation, and sound engineering to make big ideas possible at a building, neighborhood, and district scale. We have a proven track record of delivering projects from idea to implementation around the world. Sherwood works collaboratively with project teams to find ways to maximize efficiencies through an integrated and ecological approach that results in high-performance projects that are resilient, economical, and get approved and built.

Sherwood was founded in 2003 with 7 main offices in San Francisco, CA, New York, NY, Atlanta, GA, Petaluma, CA, Santa Cruz, CA, Los Angeles, CA, and San Jose, Costa Rica. Studied in civil engineering, and urban planning, we are committed to helping clients and fellow design practitioners understand holistic system relationships: watershed, ecosystem, and carbon/energy nexus. This greatly impacts the design and reach of a project and cultivates true sustainability. To help achieve these goals, Sherwood has developed an intimate understanding of California's state policy and county and city regulations. Our connections with public agencies run deep, from senior staff to the day-to-day contacts, as well as personal relationships that allow easy offline conversations that can create easier navigation through an often complex bureaucracy.

Our services include entitlements support, overall system planning and documentation for the services below:

- Site Civil Engineering
- Sustainable Infrastructure Planning and Engineering
- Resilient Planning and Engineering
- Water Resources Planning and Engineering
- Ecological Systems Planning and Engineering



## **CODY ANDERSON, PE, LEED AP PRINCIPAL**

Cody Anderson will serve as Principal Engineer on this project. He has successfully led civil and multidisciplinary teams on public and private projects including campuses of various types, residential developments, and resorts, nearly all of which involve thoughtful integration of green infrastructure and sustainable development strategies. Cody's background in technical site civil engineering design combined with his ability to connect all project disciplines through clear and thoughtful communication make him a valuable contributor to a design team. Through his experience on a range of unique projects requiring complex creative problem solving, close collaboration with design partners, and a keen eye for detail, Cody has developed a working style that helps create success for all project stakeholders.

Cody's recent projects include:

- Lead Civil Engineer for master planning and implementation of 23,000 acre MAHA luxury resort and residential development in Northern California. The project required innovative approaches to water and wastewater infrastructure and a careful consideration of existing habit and cultural resources.
- Civil engineering for Francisco Park, a re-visioning of the Francisco reservoir into a new public park, requiring complex grading and drainage improvements to provide a variety of amenities and ADA accessibility across a steeply sloped site. Close collaboration with City agencies was required throughout the design and construction process.
- Infrastructure and ADA improvements at several buildings at Historic Pier 70 in San Francisco, where old Bethlehem Steel facilities are being reborn into vibrant retail, restaurant, and mixed use spaces.
- Currently supporting civil master planning of a 10 acre resort site in St. Thomas USVI with high emphasis on sustainable water use and preservation of natural resources

Cody will work closely with the Project Manager to maintain the highest level of service from Sherwood's design team, including oversight of all budgets, scheduling, correspondence, and delivery of work product to the Client. Additionally, Cody will ensure that all deliverables from Sherwood conform to rigorous quality control and quality assurance programs prior to delivery to the Client.

### **YEARS OF EXPERIENCE**

16 years

### **EDUCATION**

University of California Berkeley  
Bachelor of Science: Environmental  
Science

### **PROFESSIONAL REGISTRATION**

Licensed Professional Engineer:  
State of California



## **SONYA GABRIELSON, P.E., WEDG** **SENIOR PROJECT MANAGER**

Sonya serves as a Senior Project Manager in Sherwood's San Francisco office. She has extensive design experience in coastal resiliency projects, parks, mixed-use developments, transportation and utility improvement projects for public and private clients. She has proven success in delivering projects from master planning and concept design through final construction documentation and administration.

Sonya's project experience includes work on the Genentech South San Francisco Sea Level Rise Master Plan, a custom analysis and suite of recommendations for the 200-acre bayfront campus; Stanford Health Care Sustainable Landscape Guidelines, a blueprint for ecologically sensitive landscape improvements in the face of water stress; and Rebuild by Design - Hudson River, a community-scale coastal resilience project retrofitting 10,000 linear feet of floodwall in Hoboken, New Jersey.

Her expertise in civil engineering includes the site grading, drainage, and storm water management aspects of the project. She is skilled at coordinating utilities through congested service areas, seamlessly incorporating critical infrastructure with design. Sonya will bring to the table extensive strategies and insight to Sherwood's collaboration with the Design Team.

Sonya coordinates and collaborates closely with the client and the design team to ensure project deliverables are completed on time and on budget. She provides thoughtful solutions to engineering challenges while always stewarding the client's interests.

### **YEARS OF EXPERIENCE**

11 years

### **EDUCATION**

University of Washington  
Bachelor of Science: Civil Engineering

### **PROFESSIONAL REGISTRATION**

Registered Professional Engineer,  
State of California

### **PROFESSIONAL AFFILIATIONS**

Waterfront Alliance, WEDG Associate





## About TSS Consultants

TSS is a consulting group providing natural resources management, renewable energy project development support, environmental compliance, greenhouse gas management, life cycle analysis and financial assessment services. Since TSS' establishment in 1986 the firm has provided technological support for natural resources management projects throughout the West. The TSS team has over 100 years of cumulative experience in forestry and wildfire risk management, wildland fuel mitigation, environmental and regulatory compliance, climate change mitigation and greenhouse gas management. TSS is a California corporation and is structured as an S corporation.

## Key Staff and Associates

### Tad Mason, Chief Executive Officer, Registered Professional Forester

Tad Mason has over 43 years of experience in the fields of natural resources management, and hazardous forest fuels reduction. Mr. Mason has hands-on experience in all aspects of natural resources management, from preparation of forest/range management plans to advising decision makers on key land management/resource utilization policies.

As the CEO of TSS Consultants, and a Registered Professional Forester, Mr. Mason leads a team of professionals who are well versed in the tasks required to successfully develop and implement natural resources management projects. Critical tasks such as developing resource management plans, submittal of state and federal regulatory compliance documents, obtaining environmental permits, recruiting contractors to conduct work on the ground, providing contractor oversight to assure project outcomes consistent with client goals. Mr. Mason also assists clients with development and implementation of communications plans targeting community stakeholders, peer groups and state/federal policymakers. Community support is often an integral component of natural resources management projects.

Mr. Mason has worked closely with a variety of resource managers in the forest sector. Clients range from forestland owners, investment banks, public utilities, NGO's, public agencies and Indian Tribes. Much of his forest restoration work is in support of fire resilient landscapes.

Mr. Mason received his B.S. degree in Forestry from the University of California at Berkeley in 1979. Mr. Mason and TSS Consultants have managed natural resource management projects throughout North America (28 states and 6 provinces). Mr. Mason is an active member of the California Society of American Foresters and the California Licensed Foresters Association. He has served on numerous committees and task forces, including the Western Governors' Association Biomass Task Force, University of California Forest Products Laboratory Advisory Board, Western Governors' Association Forest Health Advisory Committee, California Forest Products Commission Board of Directors, University of California Woody Biomass Utilization Work Group, California Oak Mortality Task Force, and the Oregon Forest Biomass Work Group.



**Steven Daus Ph.D., Senior Planner/Project Manager**

In his 41-year professional career Dr. Daus has served both national and international clients with natural resources project needs. Between 1979 and 1998, as both a short- and long-term contractor for private companies and international agencies, he participated in natural resources development and regulatory compliance projects in 12 countries throughout South-east Asia, the Indian sub-continent, and Africa. Elements common to all of these projects included, project identification and detailed scoping, regulatory compliance, project implementation assistance, and mentorship-based technology transfer. His clients included Louis Berger International, Inc., World Bank, United Nations Development Program, and the United States Agency for International Development (USAID).

Since 1990 Dr. Daus, currently working out of the San Francisco Bay Area, has served national clients requiring the expertise of an experienced specialist in wildland fire and fuels planning and management, oak woodland assessment and management, and regulatory compliance. These clients included individual landowners, community groups, residential developers, federal, state, and county agencies, and non-governmental organizations. He has provided project assistance to clients that have been privately funded, California State funded, or supported through grants (various CAL FIRE programs and federal sources: USDA, FEMA, etc.).

Over the span of his career Dr. Daus has had direct project-related experience with a broad spectrum of legal and regulatory frameworks including:

- Federal statutes and their associated regulatory codes:
  - National Environmental Policy Act (NEPA);
  - Code of Federal Regulations, Sub-Chapter Q, Part 161 (Environmental Protection);
  - Endanger Species Act (ESA);
  - National Historic Preservation Act of 1966 (NHPA);
  - Clean Water Act and subsequent revisions (CWA);
  - National Forest Management Act of 1976;
  - Healthy Forest Restoration Act (HFRA);
  - Clean Air Act;
  - Robert T. Stafford Disaster Relief and Recovery Act (Stafford Act);
  - And Wild and Scenic Rivers Act.
- California state statutes and their associated regulatory codes:
  - Z'Berg-Nejedly Forest Practice Act of 1973 and the associated Forest Practices Rules;
  - California Endangered Species Act of 1970 (as amended);
  - California Code of Regulations, §§ 5020 – 5097.9 (California State Law and Historic Preservation);
  - Porter-Cologne Water Quality Control Act;
  - And Oak Woodlands Conservation Act.
- Ordinances and Codes from 16 California counties

## Firm Profile



Economic & Planning Systems, Inc. (EPS) is a land economics consulting firm experienced in the full spectrum of services related to real estate development, housing policy, the financing of public infrastructure and government services, land use and conservation planning, and government organization. EPS was founded on the principle that real estate development and land use-related public policy should be built on realistic assessment of market forces and economic trends, feasible implementation measures, and recognition of public policy objectives, including provisions for required public facilities and services. These are EPS's areas of expertise:

- Real Estate Economics
- Public Finance
- Land Use and Transportation
- Economic Development and Revitalization
- Fiscal and Economic Impact Analysis
- Housing Policy
- Public-Private Partnership (P3)
- Parks and Open Space Economics

EPS's practice is at the forefront of evolving affordable housing policy. We have developed a robust technical and analytical framework for evaluating the demands for affordable housing, and our broader practice in housing and residential real estate development allows us to ensure that affordable housing policies are effectively integrated with other financing mechanisms and resources. EPS also applies understanding of real estate economics and land use planning to ensure housing policies and related zoning requirements effectively balance the need for affordable housing with the feasibility of new development.

Since 1983, EPS has provided consulting services to hundreds of public- and private-sector clients in California, Colorado, and throughout the United States. EPS has offices in Oakland, Sacramento, and Los Angeles, California, and Denver, Colorado. EPS's clients include cities, counties, special districts, educational and other nonprofit institutions, multijurisdictional authorities, property owners, developers, financial institutions, and land use attorneys.

EPS's professional staff includes specialists in public finance, real estate development, land use and transportation planning, government organization, and computer applications. EPS excels in preparing concise analyses that disclose risks and impacts, support decision making, and provide solutions to real estate development and land use-related problems.





# Ashleigh Kanat

## Principal



### Education

Master of Public Policy,  
University of California,  
Berkeley, 2004

Bachelor of Arts in  
American Studies,  
with a concentration in  
Urban Studies,  
Smith College, 1998

### Previous Employment

Assistant Vice President,  
New York City Economic  
Development Corporation,  
2005-2007

Senior Associate,  
Rosen Consulting Group,  
2004-2005

Assistant Planner,  
City of Piedmont,  
1998-2002

### Awards

California American Planning  
Association 2022—Sausalito  
General Plan

California American Planning  
Association 2022—Santa Rosa  
Downtown Station Area Plan

California American Planning  
Association 2014—Windsor  
Station Area Plan

California American Planning  
Association 2010—South  
Fremont/Warm Springs  
Revitalization Plan

### Associations

Lambda Alpha International

San Francisco Planning and  
Urban Research Association  
(SPUR)

ULI UrbanPlan Volunteer

CREW, San Francisco

### ABOUT

Ashleigh Kanat joined EPS in 2007 and has significant experience preparing and evaluating real estate market and financial feasibility analyses, urban revitalization and economic development strategies, public financing and implementation plans, and economic and fiscal impact analyses. Ashleigh brings technical rigor, creativity, and collaborative leadership and project management experience to her projects.

### SELECTED PROJECT MANAGEMENT EXPERIENCE

#### Santa Rosa Downtown Station Area Specific Plan

EPS conducted real estate market analysis for existing and potential land uses and prepared a financing strategy and implementation plan for required infrastructure. The updated Specific Plan envisions substantial intensification and infill development and creation of a range of urban infrastructure, public facilities, and amenities.

#### Windsor Station Area Plan

EPS prepared a market demand analysis that evaluated the economic and real estate market conditions and trends that would shape near- and long-term growth opportunities in the Downtown Windsor Station Area. The work helped to frame the visioning process to ensure that realistic and achievable concepts were carried forward.

#### Sunnyvale Lawrence Station Area Opportunities Transit-Oriented Development Study and Financing Plan

EPS evaluated the potential of the Lawrence Station area for transit-oriented development (TOD). EPS suggested key land use strategies that would enable market-driven development to transform the area to support and draw from transit accessibility over time and assessed the financial feasibility of TOD-compatible product types.

#### Fairfield Train Station Specific Plan Financing Plan

The Fairfield Train Station Specific Plan (FTSSP) encompasses 2,972 acres of land in the northeastern portion of the City. EPS worked with the City to prepare a Financing Plan and Fiscal Impact Analysis. As part of preparing the Financing Plan, EPS assisted in resolving the numerous existing or proposed new development impact fee funding mechanisms to fund transportation improvements.

#### Healdsburg Affordable Housing Technical and Strategic Advisory Services

The City of Healdsburg was focused on improving its supply of affordable and “missing middle” housing. EPS supported City staff efforts, including preparation of a Housing Action Plan and work on a range of implementation efforts, such as revisions to the City of Healdsburg’s IHO, proposing and forecasting new affordable housing funding sources, and assisting with negotiations for individual affordable housing projects.

#### Santa Rosa Housing Action Plan and Implementation Support

Facing a significant housing supply shortage, the City of Santa Rosa retained EPS to evaluate the role of impact fees within the larger context of public finance and development feasibility. This work led to development of the City of Santa Rosa’s first Housing Action Plan. EPS provided implementation support in the form of framework and policy development, technical analysis, ordinance drafting, and assistance with staff report preparation and public hearing presentations.



## Snow Zhu

Associate



### Education

Master of City Planning,  
University of California,  
Berkeley, Expected May 2023

BA in Economics, Minor in  
City Planning, University of  
California, Berkeley, 2016

### Previous Employment

Research Operations Analyst,  
Acumen LLC, Burlingame, CA

Student Assistant, Fisher  
Center for Real Estate &  
Urban Economics, Berkeley,  
CA

Undergraduate Researcher,  
Center for Community  
Innovation, Berkeley, CA.

### ABOUT

Snow Zhu joined Economic and Planning Systems, Inc. (EPS) in 2019, bringing academic and professional experience in government data analytics, land use policy, feasibility analyses, and housing research. At EPS, she has served as project manager and analyst on a number of affordable housing and impact fee studies.

### SELECTED PROJECT EXPERIENCE

#### **BART Transit Oriented Development (TOD) and Affordable Housing Analysis**

BART adopted an Affordable Housing Policy requiring a certain amount of TOD occurring on BART land to be below-market-rate (BMR) housing. EPS studied the financial implications of BMR housing production inform BART's understanding of both the broader dynamics of BMR housing development and the financial implications of offering land at less than Fair Market Value (FMV). EPS compiled policy case studies from six public landowners and conducted a financial feasibility analysis.

#### **Healdsburg Affordable Housing, CA**

The City of Healdsburg has been working to improve its supply of affordable and "missing middle" housing in the face of existing shortage and continued increase in housing demand. EPS has supported City staff efforts including preparation of a Housing Action Plan and work on a range of implementation efforts. These efforts include preparing revisions to the City's Inclusionary Housing Ordinance, revisions to the Growth Management Ordinance, proposing and forecasting new affordable housing funding sources, and assisting with negotiations for individual affordable housing projects. As a part of this work EPS has applied a range of supporting methods including quantitatively based housing needs assessment, financial feasibility analysis, and budget and economic forecasting.

#### **San Mateo General Plan Update, CA**

As the City of San Mateo plans for the future, City decision makers want to ensure the General Plan reflects the City's strengths and opportunities and addresses the key challenge of affordable housing. EPS prepared a demographic/economic and real estate market assessment of existing conditions in the City to inform the land use alternatives that will be considered as part of the General Plan update process. EPS's initial deliverable described demographic, socio-economic, and real estate conditions and trends to inform the General Plan Update process.



**SECTION F**  
**FEE SCHEDULE**

# FEE SCHEDULE

Task	<u>Fee</u>	<u>Hours</u>
<b>1 Kickoff &amp; Project Management</b>		
a Project Kick-Off	\$ 14,830	76
b Project Meetings	\$ 21,722	111
Task 1 Subtotal	\$ 36,552	187
<b>2 Existing Conditions Analysis</b>		
a Existing Document Review	\$ 13,247	77
b Planning Factors	\$ 41,317	218
c Natural Factors	\$ 13,550	86
d Opportunities and Constraints Summary	\$ 4,322	26
Task 2 Subtotal	\$ 72,436	407
<b>3 Programming and Alternative Development Diagrams</b>		
a Programming	\$ 5,955	34
b Architectural Typologies	\$ 5,397	32
c Alternative Development Diagrams	\$ 29,322	157
d Economic Feasibility Study	\$ 15,015	71
e Fiscal Impact Analysis	\$ 7,960	44
Task 3 Subtotal	\$ 63,649	338
<b>4 Public Engagement Strategy</b>		
a Public Involvement Plan (PIP)	\$ 6,255	39
b Project Website and Digital Survey	\$ 6,347	39
c Community Workshop	\$ 36,999	197
d Neighborhood Meeting	\$ 7,950	41
e Developer Engagment	\$ 7,318	40
f Joint City Council and Planning Commission Study Session	\$ 20,923	113
g Planning Commission Hearing	\$ 9,191	51
h City Council Hearing	\$ 9,191	51
i Three (3) Commission and/or Committee Meetings	\$ 4,741	24
Task 4 Subtotal	\$ 108,915	595
<b>5 Conceptual Site Design</b>		
a Concept Site Plan	\$ 46,469	252
b Character Renderings	\$ 23,104	148
Task 5 Subtotal	\$ 69,573	400

Task	<u>Fee</u>	<u>Hours</u>
<b>6 Administrative Draft Specific Plan</b>		
a Introduction and Project Vision	\$ 11,414	72
b Land Use and Urban Design	\$ 26,276	166
c Circulation	\$ 9,619	54
d Development Standards	\$ 26,938	171
e Community Design Guidelines	\$ 18,587	115
f Public Services & Utilities	\$ 14,034	76
g Implementation & Financing	\$ 22,966	125
Task 6 Subtotal	\$ 129,834	779
<b>7 Public Review Draft Specific Plan</b>		
a Public Review Draft Specific Plan	\$ 28,204	173
b Final Specific Plan	\$ 7,969	49
Task 7 Subtotal	\$ 36,173	222
<b>8 CEQA Compliance</b>		
a Project Mobilization and Kickoff Meeting	\$ 3,864	24
b Project Description	\$ 7,326	47
c Draft EIR Addendum	\$ 35,326	218
d Final EIR Addendum	\$ 10,328	67
e Public Hearings	\$ 5,300	33
f CEQA Project Management	\$ 8,724	56
Task 8 Subtotal	\$ 70,868	445
<b>Total Fee</b>	<b>\$ 588,000</b>	<b>3373</b>



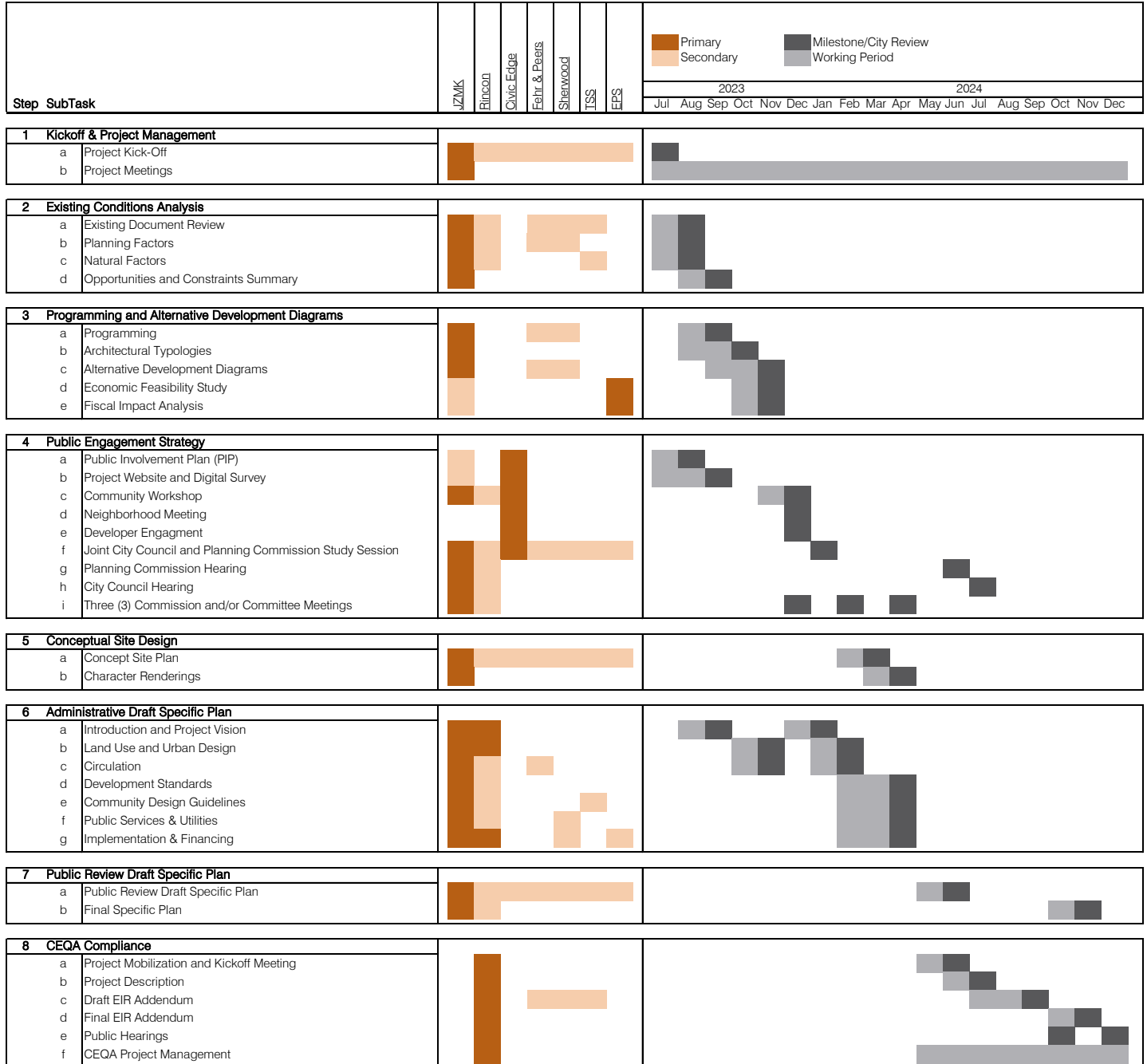
## JZMK PROPOSAL

## MORAGA CANYON SPECIFIC PLAN

## HOURLY RATES

	Position	Rate		Position	Rate
JZMK	Partner	\$300	Fehr & Peers	Principal	\$240-\$375
	Principal	\$250		Senior Associate	\$205-\$300
	Studio Manager/Director	\$230		Associate	\$175-\$275
	Senior Designer/Senior Project Manager	\$215		Senior Engineer/Planner	\$160-\$230
	Project Manager	\$200		Engineer/Planner	\$120-\$175
	Senior Planner	\$190		Senior Engineering Technician	\$150-\$215
	Planner 2	\$175		Senior Project Accountant	\$170-\$190
	Senior Job Captain	\$170		Senior Project Coordinator	\$125-\$180
	Job Captain	\$165		Project Coordinator	\$100-\$170
	Intermediate Designer	\$160		Technician	\$120-\$170
	Technical Designer/ Planner 1	\$145		Intern	\$95-\$140
	Project Accountant/Graphic Designer/Intern	\$120	Sherwood	Principal/Managing Principal	\$260-\$300
	Administrative	\$100		Associate Principal	\$230-\$240
Rincon	Principal II	\$295		Senior Engineer	\$220-\$230
	Director II	\$295		Senior Project Manager	\$220-\$230
	Principal I	\$285		Technology Director	\$215
	Director I	\$285		Project Manager / Senior Project Engineer	\$210-\$220
	Senior Supervisor II	\$268		Project Engineer / Project Designer	\$200
	Supervisor I	\$250		Design Engineer III / Designer III	\$185
	Senior Professional II	\$234		CAD Manager	\$180
	Senior Professional I	\$218		Design Engineer II / Designer II	\$175
	Professional IV	\$194		Senior CAD Technician	\$175
	Professional III	\$180		Design Engineer I / Designer I	\$165
	Professional II	\$160		CAD Technician	\$150
	Professional I	\$143		Graphic Designer	\$150
	Associate III	\$120		Senior Project Administrator	\$135
	Associate II	\$107		Project Administrator	\$130
	Associate I	\$100	TSS Consultants	CEO	
	Field Technician	\$86		Chief Technical Officer	
	Data Solutions Architect	\$180		Senior Planner/Project Manager	
	Senior GIS Specialist	\$172		Project Manager/Community Outreach Facilitator	
	GIS/CADD Specialist II	\$153		Forest & Agricultural Engineer	
Civic Edge	GIS/CADD Specialist I	\$138	EPS	Managing Principal	\$325
	Technical Editor	\$135		Senior Principal	\$375
	Project Accountant	\$115		Principal	\$300
	Billing Specialist	\$98		Executive/Senior Vice President	\$275
	Publishing Specialist	\$110		Vice President	\$255
	Clerical	\$98		Senior Technical Associate	\$275
	President / Partner	\$275		Senior Associate	\$230
	Vice President	\$250		Associate	\$195
	Senior Director	\$225		Research Analyst II	\$170
	Director	\$215		Research Analyst I	\$120
	Senior Account Manager	\$215		Production and Administrative Staff	\$120
	Senior Project Manager	\$190			
	Account Manager	\$165			
	Project Manager	\$165			
	Graphics Manager	\$135			
	Project Assistant	\$135			
	Outreach Ambassador	\$90			

# SCHEDULE



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## **Excerpt from City of Piedmont 6<sup>th</sup> Cycle Housing Element:**

### **1.L Specific Plan**

As described in Appendix B, Section B.3.1, the City owns four sites (comprised of APN 050457901900, 050457908000, 048A700200303, and 050457906100) totaling about 18.25 acres on both the north and south sides of Moraga Avenue near Red Rock Road. The City of Piedmont has the ability to subdivide the parcels and declare them to be surplus under the Surplus Land Act (SLA- California Government Code §54222 et seq.). The intent of this process would be to facilitate the development of below-market-rate housing to help meet the demand for affordable housing in the City. In order for the City to meet its RHNA requirements, these sites need to accommodate at least 132 housing units at all income levels. Given the size of the site, existing constraints, and the desire to preserve the existing public uses (open space, recreation, and City Corporation Yard), the area will be planned using the specific plan process outlined in Government Code §65450 et seq. This process requires the orderly development of the area, including the following: phasing; subdivision; adequate infrastructure; identification of financing; protection of amenities and City facilities; and production of affordable housing. The goals of the specific plan are as follows.

The first goal is to enable construction of housing at a minimum of 132 units, on portions of the site, totaling approximately 3.5 acres of land, yielding a minimum of 60 units of housing affordable to households earning less than 80 percent of the area median income (AMI) and a minimum of 72 units affordable to households earning more than 80 percent of the AMI.

In addition, specific plan goals include improved safety. New habitable structures shall be built to meet fire code requirements for Wildland Urban Interface Areas.

The specific plan must include replacement and/or modernization of existing Public Works Department facilities, offices, storage areas, vehicle storage areas, etc., so that service capacity is maintained or increased, and so that the facilities meet current building and fire code requirements.

The specific plan must include recreation facilities, including but not limited to an under-14 soccer field, youth baseball/softball field, batting cages, artificial field turf, ballfield seating, a skate spot, a picnic area, and parking for these facilities.

The specific plan must provide all public utilities to new housing and all City facilities to be constructed within the specific plan area in a manner consistent with public safety standards and Piedmont Climate Action Plan goals and programs.

The specific plan must include improvements to pedestrian and vehicular circulation, as determined necessary by the City Engineer, to provide safe pedestrian, bicycle, and motor vehicle movements, ensure safe evacuation routes, and provide optimal emergency response.

The goals of the specific plan include a comprehensive landscape plan for areas planned for development. The landscape plan shall prioritize to the extent practicable: fire safety and the preservation of significant open space, scenic views, and native and heritage trees.

Density in the plan area will be determined at the time of plan development, and could range from 40 to 60 dwelling units per acre, including housing for seniors, disabled persons, single-parents, low-income families, and/or people requiring supportive services. This program requires an amendment to the City's General Plan and the preparation of a specific plan to accommodate the density and create development standards for the unique site conditions. The required amendments would be reviewed by the City Attorney for conformance with the City Charter and other legal requirements. If it is determined that it is infeasible to develop this site during the planning process, the City will consider utilizing other City-owned properties as alternative sites (See Appendix B).

The City will apply for grants and other funding sources to help fund the planning and development of affordable housing in this area. The City could also leverage local, State, and federal affordable housing funding sources.

The City issued a request for proposals (RFP) seeking professional services for the preparation of a Moraga Canyon Specific Plan on January 23, 2023. Proposals were received on March 13, 2023 and contract execution and project kick-off are expected to occur by the end of May 2023. There are no known impediments to the development of housing within the study area. The scope of services detailed in the RFP include but are not limited to the following:

- Detailed guidance on phasing and subdivision that accommodates the 60 units of lower-income housing and 72 units of above moderate-income housing identified for the study area in Housing Element program 1.L and the Sites Inventory (Housing Element Appendix B), and that prioritizes and expedites the identification of a site for the development of affordable housing that meets the criteria and timelines to secure Alameda County Measure A-1 funding. (The due date for the City to gain County approval of a project using Measure A-1 funding is December 31, 2024.);
- The preparation of a surplus land declaration;

- A program of implementation measures including regulations, programs, infrastructure projects, and financing measures necessary to implement the Specific Plan; and
- An evaluation of the economic feasibility of the Specific Plan.

Necessary entitlements and the issuance of building permits will occur during the planning period and will be specified through the Specific Plan process. As noted in Appendix F, any new housing in Piedmont represents increased access to opportunity and housing mobility, as the City is considered to be “highest resource” throughout. The Specific Plan will promote housing choice and affordability, given that it includes measures to provide housing for below-market rate households, which will help overcome existing patterns of income segregation within the Bay Area and East Bay region.

The City will also determine appropriate partnership opportunities in order to ensure successful implementation of this program and adequate funding for the development of affordable housing. Proposals would be reviewed and approved by the City Council.

- Objective: Develop a specific plan to accommodate at least 132 dwelling units at a density of 40 to 60 dwelling units per acre affordable to a variety of households, including seniors, disabled persons, single-parents, low-income families, and people requiring supportive services.
- Timeframe:
  - Award contract for professional services for the preparation of the specific plan and kick off project by May 2023.
  - Apply for available grant funding by mid-2024.
  - Begin subdivision of site and Surplus Land declaration no later than early 2024.
  - Prepare specific plan with the goal of completion by the end of 2025.
  - Adopt specific plan, General Plan amendments (See Program 1.P), and associated development standards by the end of 2026.
  - Pursue goal of entering into exclusive negotiating agreement with development partners by the end of 2026.
- Responsible Agency: Planning & Building Department, with direction of City Council and Planning Commission.