

MEMORANDUM

TO: City Council
FROM: City Manager
DATE: January 21, 2016
SUBJECT: Comments on Agenda Items, Meeting of January 26, 2016

ITEM 6A. At an earlier council meeting, staff was asked to return with a full presentation of the 2014/15 Audited Financial Statements.

Bryan Gruber, CPA, Partner will be giving this presentation to City Council on behalf of Lance Soll and Lunghard, the City's Independent Auditing Firm. Mr. Gruber will provide an overview of the new reporting requirements of GASB 68 (Reporting for Pensions), GASB 65 (Items Previously Reported as Assets and Liabilities) and the overall audit findings related to the City of Duarte's 2014/15 Audited Financial Statements.

ITEM 6B. Public Safety Director Brian Villalobos will provide the Council with a status report on activities over the past month.

ITEM 6C. An update will be provided by staff on recent matters related to the dissolution of redevelopment.

ITEM 10D (Consent). The City is re-entering into another five year license agreement with Southern California Edison regarding the use of the 21 space post office parking lot that was created back in 2000 to alleviate ongoing parking issues at the post office. The five year lease will cost the City approximately \$40,000 over the term of the lease.

ITEM 10E (Consent). Calrecycle is requiring jurisdictions involved in the statewide beverage container program to authorize a new and updated resolution to both accept and expend the funding. The resolution is on the agenda for approval.

ITEM 10F (Consent). The Duarte Community Health Fair committee is requesting that the City officially co-sponsor its event on Saturday, March 12, 2016 at Westminster Gardens. The event is free of charge and open to all members of the public. Screening services will be available at the Duarte Health Fair, such as full panel blood test; bone density screening; dental screening; vision screening; blood pressure screening; body mass index screening; ask a dietitian; ask a pharmacist; and colorectal cancer screening.

In terms of co-sponsorship, the committee is asking the City of Duarte to provide volunteers, access to City Marketing venues including the electronic sign, social media platforms, press releases and City website.

ITEM 10G (Consent). This a second reading of an Ordinance adding Chapter 6.19 to the Municipal Code to prohibit all cannabis related uses, commercial cannabis activities, and the delivery and

cultivation of cannabis in the City.

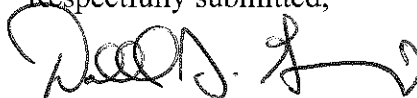
Staff recommends the City Council adopt Ordinance 16-O-01, prohibiting all marijuana related uses, including all commercial cannabis activities, cultivation, and delivery, as defined by the Medical Marijuana Regulation & Safety Act.

ITEM 12A. This is a public hearing to consider an amendment to the Community Development Block Grant Program (CDBG) budget for fiscal year 2016/17, allowing the City to use approximately \$90,000 for a street improvement project along Bradbourne Avenue from Huntington Drive to Royal Oaks. This is a change from the previously approved location of Santo Domingo Avenue from Huntington Drive to Central Avenue.

The proposed Bradbourne Avenue Street Improvement Project will consist of street improvements including cold milling of existing pavement, new asphalt, overlay and installation of permeable gutters to improve drainage. It will also include removal of two obsolete driveway approaches, removal and relocation of street signs, and, installation of Americans with Disability Act (ADA) compliant curb ramps.

ITEM 13A. Late last year, the City Council requested that Staff bring back an informational report on the Architectural Review Board (ARB) – Planning Commission process. The ARB process was amended as part of the 2010 Duarte Development Code and is referred to as Site Plan and Design Review process; the Architectural Review Board (ARB) is part of that process. Staff has prepared a detailed report that provides an overview of the process and the effectiveness of the design review requirements and also an update on recent Planning Commission activity. Staff will give a presentation on the report at the Council Meeting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Darrell George', with a stylized flourish at the end.

Darrell George
City Manager

MINUTES

JOINT CITY COUNCIL/CITY COUNCIL AS SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY/HOUSING AUTHORITY/COMMUNITY FACILITIES FINANCING AUTHORITY OF THE CITY OF DUARTE REGULAR MEETING – JANUARY 12, 2016

At 6:00 p.m., a reception was held to recognize employees for their years of service and achievements.

CALL TO ORDER

The City Council/City Council as Successor Agency to Dissolved Redevelopment Agency/Housing Authority/Community Facilities Financing Authority of the City of Duarte met in a regular meeting in the Council Chambers, 1600 Huntington Drive, Duarte, California. Mayor Kang called the meeting to order at 7:05 p.m.

RECORDATION OF ATTENDANCE

The following were in attendance:

PRESENT: Fasana, Finlay, Paras-Caracci, Reilly, Kang

ABSENT: None

ADMINISTRATIVE STAFF PRESENT: City Manager
George, Deputy City Attorney Michelle Molko

ADOPTION OF AGENDA

Finlay moved, Reilly seconded to adopt the Agenda, as amended to consider Item 5 (Warm-up) prior to Item 4 (Moment of Reflection), and carried unanimously.

PLEDGE TO THE FLAG

Manoj Patel led the Pledge of Allegiance to the Flag.

FITNESS/MENTAL WARM-UP

Reilly and Finlay provided the warm-up.

MOMENT OF REFLECTION

A moment of reflection was observed.

SPECIAL ITEMS

Recognition - Employees Service Awards

Mayor Kang introduced and thanked employees and Commissioners for their years of service. Awards were presented to Michelle Brown, Roger Cathey, Jim Dinsmore, David Eoff IV, Shauna Pierce, Gina Quevedo, Roxanne Breceda, Don Vaillancourt, Rafael Casillas, Erwin Mendez, Kristen Petersen, Mike Tarr, Nohemi Hernandez, Karen Herrera, Manoj Patel, Lupe Valerio, Teesha Tarr, and Marla Akana. Achievement Awards were presented to Karen Herrera, Gina Quevedo, and Larry Breceda.

Recognition – Outgoing Commissioners

Mayor Kang introduced, thanked, and presented plaques to outgoing City Commissioners James Arcaro, Carol Ciminelli, Dino Herrera, Ed Houlemarde, William Lawrence, Mirna de Lira Lopez, Johnny McLaurin, and Patricia Starratt-Thorpe.

Ratification – DUSD Commission Appointees

Fasana moved, Reilly seconded to ratify the Duarte Unified School District recommendation to appoint Tom Reyes as DUSD representative to the Parks and Recreation Commission, and Ken Bell as DUSD representative to the Public Safety Commission, and carried unanimously.

Oaths of Office – Commissioners The Oath of Office was administered to the newly appointed City Commissioners in attendance.

ANNOUNCEMENTS

Sheryl Lefmann, Duarte Chamber, announced upcoming Chamber events in January.

Ryan Ricchio, Duarte Library, announced upcoming events, story times, and programs.

Jackie Ruiz presented community announcements about City events and activities in January and February.

Sister Maria Goretti, Santa Teresita, announced Hayden 5K event on March 12.

CONSENT CALENDAR

Finlay moved, Paras-Caracci seconded to approve the Consent Calendar as follows, and carried unanimously.

Approve Items A, B, C, G.

Remove Items D, E, F.

ITEMS REMOVED

Item D – Golden Streets MOU

Cesar Monsalve presented a staff report about the proposed MOU between the seven cities that are partnering together to form the Golden Streets Working Group for the event to take place on June 26, 2016, and answered questions from Councilmembers pertaining to grant monies and the half-marathon.

ITEM D – APPROVED

Reilly moved, Paras-Caracci seconded to authorize the City Manager to execute a Memorandum of Understanding between the City of Duarte and the cities that are hosting the Golden Streets Festival (Arcadia, Azusa, Duarte, Irwindale, Monrovia, San Marino, and South Pasadena) regarding acceptance and distribution of grant dollars associated with the Golden Streets Festival on June 26, 2016, and carried unanimously.

Item E – Hayden 5K event

Alex Tachiki, Community Development Technician, and the sisters from Santa Teresita answered questions from Councilmembers pertaining to the route, sufficient number of volunteers, intersections, and number of participants.

ITEM E – APPROVED

Paras-Caracci moved, Reilly seconded to approve the request from Santa Teresita/Hayden Child Care for City of Duarte co-sponsorship of the Hayden 5K event to be held on Saturday, March 12, 2016, and carried unanimously.

Item F – Council Bill 16-R-03
CalGRIP Funding

Item F– Council Bill 16-R-03 A RESOLUTION OF THE CITY OF DUARTE ACCEPTING THE SECOND YEAR OF THE CALIFORNIA GANG REDUCTION AND INTERVENTION PROGRAM (CalGRIP) FUNDING OF \$325,171 FOR 2016, AND THE BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC) RECOMMENDATIONS FOR ADMINISTERING THE GRANT

George presented a staff report. Brian Villalobos answered questions from Councilmembers pertaining to the second year of the grant.

ITEM F – APPROVED
RESOLUTION NO. 16-03

PUBLIC HEARINGS
JOINT PUBLIC HEARING
Council Bill 16-R-02
Purchase/Sale Agreement
946, 952, 962 Huntington Drive

Fasana moved, Reilly seconded to adopt Resolution No. 16-03, and carried unanimously.

Mayor Kang announced this was the time and place set for a Joint Public Hearing to consider Council Bill 16-R-02.

Molko read by title Council Bill 16-R-02:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT FOR THE SALE OF THE PROPERTY AT 946, 952, AND 962 HUNTINGTON DRIVE FROM THE CITY TO SOUTHERN PACIFIC REALTY PARTNERS III, LLC FOR ITS FULL FAIR MARKET VALUE OF AND SUBSEQUENT DISTRIBUTION OF NET SALES PROCEEDS TO AFFECTED TAXING ENTITIES, IN SUBSTANTIAL CONFORMANCE WITH THE SUCCESSOR AGENCY TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF DUARTE'S APPROVED LONG RANGE PROPERTY MANAGEMENT PLAN

Notice of the hearing had been given, the affidavit is on file, and no written correspondence was received about the item.

Craig Hensley presented a staff report about the Purchase and Sale Agreement, including size and square footage of parcels, assessment, types of possible housing units, maintenance, and assembly of property.

Mayor Kang asked if anyone in the audience wished to speak on the matter. There were none.

Reilly moved, Fasana seconded to close the Public Hearing, and carried unanimously.

RESOLUTION NO. 16-02

PUBLIC HEARING
Council Bill 16-O-01
DMC Chapter 6.19 – Cannabis
(First Reading)

Finlay moved, Paras-Caracci seconded to adopt Resolution No. 16-02, and carried unanimously.

Mayor Kang announced this was the time and place set for a Public Hearing to consider Council Bill 16-O-01.

Council Bill 16.O-01 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADDING CHAPTER 6.19 TO THE DUARTE MUNICIPAL CODE TO PROHIBIT ALL CANNABIS RELATED USES, COMMERCIAL CANNABIS ACTIVITIES, AND THE DELIVERY AND CULTIVATION OF CANNABIS IN THE CITY (First Reading)

David Eoff IV, Associate Planner, presented a staff report about the proposed ordinance, described the Medical Marijuana Regulation and Safety Act, including AB 266, AB 243, and SB 643, stated the bills became effective January 1, 2016, and outlined the State requirements and staff's recommendation to introduce the Council Bill for first reading.

Notice of the hearing had been given, and the affidavit is on file.

Fasana stated he received correspondence within the last hour supporting staff's recommendation. The correspondence was received from RAD (Rethinking Alcohol and Other Drugs) consisting of Day One, Jewish Family Services, Pasadena Public Health, L.A. County Office of Education, Prototypes, Pacific Clinics, and the National Council on Alcoholism and Drug Dependence, Inc.

Mayor Kang asked if anyone in the audience wished to speak on the matter. There were none.

Reilly moved, Kang seconded to close the Public Hearing, and carried unanimously.

There was discussion about the State telling cities what to do in the event an ordinance is not adopted by March 1, 2016. Molko clarified definitions outlined in the proposed ordinance.

Paras-Caracci moved, Finlay seconded to introduce Council Bill 16-O-01 for first reading, and carried unanimously.

George read by title Council Bill 16-R-01:

RESOLUTION
Council Bill 16-R-01
Citywide Bicycle Master Plan/
Safe Routes to Transit Plan

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE APPROVING THE CITYWIDE BICYCLE MASTER PLAN AND THE SAFE ROUTES TO TRANSIT PLAN WHICH WILL ESTABLISH A NETWORK OF BICYCLE FACILITIES THROUGHOUT THE CITY AND IMPROVE PEDESTRIAN ACCESS TO AND AROUND THE DUARTE GOLD LINE STATION

David Eoff IV presented a staff report about the proposed resolution including a summary of the plans, outreach, feedback from the public, and results from the online survey.

Nathan Schmidt, Fehr & Peers, presented an overview of the item, including project background, scope of studies, planning process, details of the Safe Routes to Transit Plan, key recommendations, details of the Bicycle Master Plan, competitive grant funding, design objectives, types of bike paths, lanes, and routes, project tiers/phasing, and summary.

There was discussion about bike lane classes, lane widths, signage on road, Royal Oaks bike trail and pedestrian use, and need for long-term creation of an eastward path.

RESOLUTION NO. 16-01

Paras-Caracci moved, Finlay seconded to adopt Resolution No. 16-01, and carried unanimously.

BUSINESS ITEMS
Wayfinding Sign Design
Hunt Design

Craig Hensley presented a staff report about the item, including receipt of ATP grant, and introduced Wayne Hunt and Emily Morishita from Hunt Design.

Wayne Hunt presented an overview of the proposed wayfinding signs, including project goals, design unique to the City, being visually consistent, grant-funded signs, design elements, sign material, color fastness, and color scheme, and provided models of proposed signage.

Paras-Caracci moved, Kang seconded to approve the design theme developed by Hunt Design for the wayfinding signs, and carried unanimously.

Dial-A-Ride – Multi-Agency
Contract

City Councilmembers thanked staff for the proposal, noted the cost is expensive, we have other competing needs in the City, there are a number of other transportation options available, funding would come from the General Fund, and the City has a successful fixed route system.

Fasana moved, Paras-Caracci seconded to receive and file the item pertaining to a multi-agency Dial-A-Ride contract, and carried unanimously.

Award of Contract
Duarte Fitness Center Pool
Improvements – Condor, Inc.

George presented a staff report about the project and bids received. There was discussion about pool covers, swim team, and completion date.

Fasana moved, Finlay seconded to award the contract for the Duarte Fitness Center Pool Improvements to Condor, Inc., in the amount of \$417,700, and carried unanimously.

2016/17 Budget Calendar

Reilly moved, Paras-Caracci seconded to approve the 2016/17 budget calendar as outlined in the staff report, and to set the Budget Workshop for 5:00 p.m. on Monday, May 2, 2016, and 5:00 p.m. on Tuesday, May 3, 2016, if needed, and carried unanimously.

Finlay suggested the mid-year budget review be discussed during a workshop, with final action taken during a regular Council Meeting. Council concurred.

ITEMS FROM CITY COUNCIL/
CITY MANAGER

FINLAY: Wished all a happy new year.

FASANA: Wished everyone a happy new year.

REILLY: Wished all a happy new year, and stated in Sacramento, there was discussion about e-cigarette sales and SB 450 relating to voting centers.

PARAS-CARACCI: Asked if the parks have been refilled with sand for sandbags, and how often sand at the parks is raked, especially after it rains (Hensley and Monsalve responded), inquired about the notification process for graffiti on private property (Villalobos responded), requested follow-up on multiple “no stopping any time” signs on north side of Fernley, attended the Martin Luther King Jr. remembrance event at the PAC, congratulated essay winners Shevon Jackson, Edith Gomez, Athena Martin, and Felipe Valdez, and wished all a happy 2016.

KANG: Provided an update on the graffiti application he is developing, and asked if there was run-off from the last rain on the Edison utility road (staff responded there was not).

ADJOURNMENT

Kang moved, Reilly seconded to adjourn the meeting at 10:18 p.m. in memory of Noemi Barrow, Geneva Spicer, and David Bowie, and carried unanimously.

Mayor Samuel Kang

ATTEST:

City Clerk

Agenda Memo City Manager's Office

To: Mayor and Members of the Duarte City Council
From: Karen A. Herrera, Deputy City Manager
Date: January 26, 2016
Subject: Approval – Authorization for City Manager to execute five-year License Agreement with Southern California Edison Company (SCE) for 21-space parking lot at the Duarte Post Office, effective May 1, 2016 – April 30, 2021

Recommendation

It is recommended that the City Council approve and authorize the City Manager to make final technical modifications and execute on behalf of the City a five year License Agreement with Southern California Edison Company effective May 1, 2016 through April 30, 2021 for use of the 21 space parking lot at the Duarte Post Office located at 1220 Highland Ave.

Background

For decades, patrons of the Duarte Post Office and city officials, alike complained about the lack of adequate parking at the Duarte Post Office. In 2000, the parking lot was finally expanded with assistance from the offices of US Senator Barbara Boxer and the City's then Congressman, David Drier. The parking lot was expanded from 11 to 32 spaces and included a convenient new mail drop box. The City spent approximately \$45,000 to design, construct and landscape the new parking lot. The City also assumed liability, maintenance and utility costs for the property. To accomplish this project, the City entered into a licensing agreement between the City and Southern California Edison for land associated with the 21-space lot. At the same time, the City also negotiated a separate ground lease with the United States Postal Service getting them to pick up the costs associated with 12 of the 21 spots.

Discussion

The two agreements need to be renewed this year for the next five-year period commencing May 1, 2016 through April 30, 2021. The terms and conditions for Edison agreement remain unchanged. As before, it contains annual 3% increases. The Edison agreement also immediately requires the City to submit proof of insurance naming the company as additionally insured when paying the first installment.

Fiscal Impact

The City will pay Southern California Edison approximately \$39,810.02 out of account no.100-1020-7724 over the next five years for the attached lease agreement.

Number of Years (Term): 5	Start Date:	5/1/2016	Previous Term Start:	5/1/2011
	End Date:	4/30/2021		Previous Term End:
			Previous Contract's Fees for Year 5:	\$7,280.00

Contract Payment Type: **Annually** % Increase: **3%**

Year 1:	\$7,498.40	Year 2:	\$7,723.35	Year 3:	\$7,955.05
Year 4:	\$8,193.70	Year 5:	\$8,439.52	Total Contract Value:	\$39,810.02

Attachments: A) License Agreement with Southern California Edison Company (SCE)

CITY OF DUARTE

L I C E N S E A G R E E M E N T
I N D E X O F A R T I C L E S

1. USE
2. TERM
3. CONSIDERATION
4. INSURANCE
5. LICENSOR'S USE OF THE PROPERTY
6. LICENSEE'S IMPROVEMENTS
7. LICENSEE'S PERSONAL PROPERTY
8. HEIGHT LIMITATIONS AND VERTICAL CLEARANCES
9. ACCESS AND CLEARANCES
10. PARKING
11. WEEDS, BRUSH, RUBBISH AND DEBRIS (WEED ABATEMENT)
12. FLAMMABLES, WASTE AND NUISANCES
13. PESTICIDES AND HERBICIDES
14. HAZARDOUS WASTE
15. SIGNS
16. FENCING
17. PARKWAYS AND LANDSCAPING
18. IRRIGATION EQUIPMENT
19. UNDERGROUND TANKS
20. UNDERGROUND FACILITIES
21. UTILITIES
22. TAXES, ASSESSMENTS AND LIENS
23. EXPENSE
24. ASSIGNMENTS
25. COMPLIANCE WITH LAW
26. GOVERNING LAW
27. INDEMNIFICATION
28. TERMINATION
29. EVENTS OF DEFAULT
30. REMEDIES
31. NON-POSSESSORY INTEREST
32. WAIVER
33. AUTHORITY
34. ATTORNEY FEES
35. ELECTRIC AND MAGNETIC FIELDS
36. INDUCED VOLTAGES

Initial (____)/(____)
Licensor/Licensee

37. NOTICES

38. RECORDING

39. COMPLETE AGREEMENT

40. SIGNATURE AUTHORITY

APPENDIX: GUIDELINES FOR STANDARD LICENSEE IMPROVEMENTS

ADDENDUM(S)

PARKING

TREES AND LANDSCAPING

Initial (____)/(____)
Licensor/Licensee

LICENSE AGREEMENT

THIS AGREEMENT between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized under the laws of the State of California, hereinafter called "Licensor", and CITY OF DUARTE, hereinafter called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being a portion of Assessor's Parcel Number 8529-012-800, situated in the City of Duarte, County of Los Angeles, State of California.

SUBJECT TO:

Covenants, conditions, restrictions, reservations, exceptions, rights and easements, whether or not of record.

1. Use: Licensee will use the Property for parking purposes only. Licensor makes no representation, covenant, warranty or promise that the Property is fit for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee's failure to utilize the Property in accordance with this License as determined by the Licensor in its sole discretion will be grounds for immediate termination of this Agreement in accordance with Article 29.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of May, 2016 and ending on the last day of April, 2021. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensor the sum of Seven Thousand Four Hundred Ninety Eight and 40/100 Dollars (\$7,498.40) upon the execution and delivery of this Agreement with subsequent annual payments. Payment to Licensor must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensor. Payment schedule as follows:

Term	Year Due	Yearly Amount	Payment Due First Day Of
First Year	2016	\$7,498.40	May
Second Year	2017	\$7,723.35	May
Third Year	2018	\$7,955.05	May
Fourth Year	2019	\$8,193.70	May
Fifth Year	2020	\$8,439.52	May

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Licensor/Licensee

All accounts not paid by the agreed upon due date may be subject to a late fee of up to 20% of the full amount that was due on said date.

All payments subsequent to the initial payment will be paid to the Southern California Edison Company, Post Office Box 800 Rosemead, California, 91770, and Attention: Corporate Accounting Department – Accounts Receivable.

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

- (a) Workers' Compensation with statutory limits, in accordance with the laws of the State of California and Employer's Liability with limits of not less than \$1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (b) Commercial General Liability Insurance, including contractual liability and products liability, with limits not less than \$1,000,000.00 per occurrence. Such insurance shall:
 - (i) name Licensor, its officers, agents and employees as additional insureds, but only for Licensee's acts or omissions; (ii) be primary for all purposes and (iii) contain separation of insureds or cross-liability clause, and (iv) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (c) Commercial Automobile Liability insurance with a combined single limit of \$1,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.

Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Article 37 "Notices", at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal. Such insurance shall not be canceled nor allowed to expire, nor be materially reduced, without thirty days prior written notice to Licensor, ten days for non-payment of premium. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor, and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensor.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter upon the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property and/or crops located on the Property.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, - identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee's conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is understood and agreed that the general guidelines contained in the Appendix are intended to provide a

Initial (____)/(____)
Licensor/Licensee

framework for the development of conceptual plans only; and that Licensor may modify or add to the conditions contained in the Appendix hereto, based on individual site characteristics, Licensor's existing or potential operating needs or Licensee's proposed use(s). Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever. At any time, Licensee may be required to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without any compensation from Licensor. Licensor is not required, at any time, to make any improvements, alterations, changes or additions of any nature whatsoever to the Property. Licensee expressly acknowledges that any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Article 28.

7. Licensee's Personal Property: All approved equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the Property of Licensee, except as otherwise set forth herein. If Licensee is not in default hereunder, Licensee shall have the right to remove the same from the Property at any time prior to the expiration or earlier termination of this Agreement; provided, however, that Licensee shall promptly restore any damage to the Property caused by the removal. If Licensee is in default, however, such equipment or other property shall not be removed by Licensee without Licensor's written consent until Licensee has cured such default, and Licensor shall have a lien thereon to the extent thereof. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee's property. Licensor further assumes no duty or obligation to maintain or secure Licensee's property including, but not limited to such times when Licensee's property may not be removed by Licensee from the Property in the event of a default.

8. Height Limitations and Vertical Clearances: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain minimum clearances from all overhead electrical conductors as designated in the table below:

Vehicle/ Equipment Vertical Clearance	
500 kV	36 feet
220 kV – 66kV	30 feet
<66kV (Distribution facilities)	25 feet
Telecom	18 feet

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove, at Licensee's expense, any tree and/or other planting.

9. Access and Horizontal Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free movement of Licensor's equipment and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, together with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances at all times:

Initial (____)/(____)
Licensor/Licensee

- a. A 50-foot-radius around suspension tower legs, H-Frames and poles and 100-foot radius around dead-end tower legs, H-Frames and poles.
- b. A 25-foot-radius around all other poles.

NOTE: Additional clearance may be required for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in writing by Licensor.

11. Weeds, Brush, Rubbish and Debris (Weed Abatement): Licensee will keep the Property clean, free from weeds, brush, rubbish and debris and in a condition satisfactory to Licensor.

12. Flammables, Waste and Nuisances: Unless permitted by Licensor in writing, Licensee will not, or allows others to place, use, or store any flammable or combustible materials or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by dust, odor, flammable or waste materials, noise or other nuisance disturbances. Licensee will not permit -dogs on the Property.

13. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, as well as all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

14. Hazardous Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

15. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee becomes aware of the graffiti remove any signs containing graffiti or shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor. Licensee shall not advertise on any Sign any product, service, or good which is offensive to the public or which Licensor, in its reasonable discretion, deems objectionable.

16. Fencing: Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, a minimum of twenty (20) feet in width, designed to accommodate Licensor's locks, in locations specified by Licensor. Licensee will ground and maintain all fencing in a manner acceptable to Licensor. Grounding plans must be prepared and stamped by a licensed electrical engineer and submitted to Licensor.

Initial (____)/(____)
Licensor/Licensee

17. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds, brush, rubbish and debris. Licensee will maintain parkways on the Property and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensors.

18. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment and other structures, is the property of Licensors and will remain on and be surrendered with the Property upon termination of this Agreement. Should Licensee desire to use the irrigation equipment, Licensee will maintain, operate, repair and replace, if necessary, all irrigation equipment at its own expense.

19. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensors's prior written approval.

20. Underground Facilities: Licensee must contact Dig Alert prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensors's proposed facilities.

21. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

22. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by reason of use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, Licensors will have the right to pay the same and charge the amount to the Licensee. All accounts not paid within 30 days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

23. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things herein required on the part of Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation on the part of Licensors to make payment or incur cost or expense for any such matters or things.

24. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

25. Compliance with Law: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder.

Initial (____)/(____)
Licensors/Licensee

26. Governing Law: The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

27. Indemnification: Licensee shall hold harmless, defend and indemnify Licensors, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensors, or injury to or death of persons, including employees of Licensors resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee.

28. Termination: Licensors may cancel and terminate this agreement, at any time, for any reason for all or any portion of the licensed Property, upon thirty (30) days notice in writing, unless otherwise extended by Licensors at the sole and absolute discretion of the Licensors. Licensee may cancel and terminate this agreement at any time, for any reason for all of the licensed Property, upon thirty (30) days notice in writing. In the event Licensee wishes to cancel and terminate this agreement for a portion of the licensed property, Licensee will request Licensors's consent to either an amendment or a new license, such consent may be withheld in Licensors's sole and absolute discretion. To the extent an amendment or new license is granted, Licensee shall peaceably quit, surrender and, prior to termination date, restore the Property being vacated to the condition in which it existed prior to Licensee's use of the Property in a manner satisfactory to Licensors. Termination, cancellation or expiration does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Licensee's continued presence after termination shall be deemed a trespass. To the event of a termination for any reason other than non-payment of the License fee, Licensors shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term.

29. Events of Default: The occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

- (a) Any failure by Licensee to pay the consideration due in accordance with Article 3, or to make any other payment required to be made by Licensee hereunder when due.
- (b) The abandonment or vacating of the Property by Licensee.
- (c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.
- (d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency in connection with Licensee's activities pursuant to this Agreement.
- (e) A failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee, where such failure continues for the time period specified in a written notice thereof by Licensors to Licensee.
- (f) Any attempt to exclude Licensors from the licensed premises.

Initial (____)/(____)
Licensors/Licensee

- (g) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.
- (h) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause g" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.

30. Remedies: In the event of any default by Licensee, then in addition to any other remedies available to Licenser at law or in equity, Licenser shall have the immediate option to terminate this Agreement and all rights of Licensee hereunder by giving written notice of termination to Licensee. Upon termination, Licenser will have the right to remove any and all of Licensee's personal property from the Property, including but not limited to, buildings, structures, fixtures, or goods. In addition, Licenser may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licenser for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement. Such amounts shall include, but are not limited to environmental studies and environmental remediation and/or cleanup attributable to Licensee's use of the Property. Licenser shall have no obligation to keep or otherwise maintain Licensee's property and may, at its option sell such property or otherwise dispose of it.

31. Non-Possessory Interest: Licenser retains full possession of the Property and Licensee will not acquire any interest temporary, permanent, irrevocable, possessory or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest. Any violation of this provision will immediately void and terminate this Agreement.

32. Waiver: No waiver by Licenser of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Licensee of the same or any other provision. Licenser's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licenser's consent to or approval of any subsequent act by Licensee.

33. Authority: This License Agreement is executed subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated herein by this reference. As set forth in General Order 69-C, this License is made conditional upon the right of the Licenser either on order of the Public Utilities Commission or on Grantor's own motion to resume the use of the property in question (including, but not limited to the removal of any obstructions) whenever, in the interest of Licenser's service to its patrons or consumers, it shall appear necessary or desirable to do so. Licensee agrees to comply with all applicable federal, state and local laws and regulations. This License Agreement should not be construed as a subordination of Licenser's rights, title and interest in and to its fee ownership, nor should this License Agreement be construed as a waiver of any of the provisions contained in said License or a waiver of any costs of relocation of affected Licenser facilities.

34. Attorneys' Fees: In the event of any action, suit or proceeding against the other, related to this Agreement, or any of the matters contained herein, the successful party in such action, suit or proceeding shall be entitled to recover from the other party reasonable attorney fees incurred.

Initial (____)/(____)
Licenser/Licensee

35. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on the combination of this scientific research and public concerns.

While some 40 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about specific diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensor property that is in close proximity to Licensor electric facilities, Licensor wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensor has attached to this document a brochure that explains some basic facts about EMF and that describes Licensor policy on EMF. Licensor also encourages Licensee to obtain other information as needed to assist in understanding the EMF with respect to the planned use of this property.

36. Induced Voltages: Licensee hereby acknowledges that any structures (including, but not limited to, buildings, fences, light poles) that exist or may be constructed on the Property licensed herein, (hereinafter, the "Structures") in close proximity to one or more high voltage (66 kilovolt or above) electric transmission lines and/or substation facilities may be susceptible to induced voltages, static voltages and/or related electric fault conditions (hereinafter collectively referred to as "Induced Voltages") unless appropriate grounding or other mitigation measures are incorporated into the Structures. If not properly mitigated, Induced Voltages can result in a variety of safety and/or nuisance conditions including, but not limited to, electric shocks or other injuries to individuals contacting the Structures or other utilities connected to the Structures (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment located in or around the Structures. Appropriate measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of electronic equipment. Licensee will be responsible to determine what, if any, Induced Voltages mitigation measures should be undertaken regarding the Structures and to implement such mitigation measures at its sole cost and expense.

Licensee agrees for itself and for its contractors, agents, licensees, invitees, and employees, to save harmless and indemnify Licensor, its parent, subsidiaries and affiliated entities and their respective officers and employees from and against any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from or growing out of loss or damage to property, including Licensor's own personal property, or injury to or death of persons, including employees of Licensor caused by or resulting from or connected to Induced Voltages on or related to the Structures.

37. Notices: All notices required to be given by either party will be made in writing and deposited in the United States mail, first class, postage prepaid, addressed as follows:

Initial (____)/(____)
Licensor/Licensee

To Licensor: Southern California Edison Company
Real Properties Department
Land Management – Metro Region
2131 Walnut Grove Avenue
Rosemead, CA 91770

To Licensee: City of Duarte
1600 Huntington Drive
Duarte, CA 91010

Business Telephone No. (626) 357-7931 Ext: 221

Licensee will immediately notify Licensor of any address change.

38. Recording: Licensee will not record this Agreement.

39. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the parties.

40. Signature Authority: Each of the persons executing this Agreement warrants and represents that he or she has the full and complete authority to enter into this Agreement on behalf of the Party for which he or she is signing, and to bind said party to the agreements, covenants and terms contained herein.

(this space left intentionally blank)

Initial (____)/(____)
Licensor/Licensee

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

SOUTHERN CALIFORNIA EDISON COMPANY

By _____
LICENSOR

Date

LILY DIEP
Land Services Agent
Land Management – Metro Region
Real Properties Department

CITY OF DUARTE

By _____
LICENSEE

Date

Print Name: _____

Initial (____)/(____)
Licensor/Licensee

APPENDIXGuidelines for Standard Licensee Improvements

The following criteria are provided to aid in the development of a conceptual plot plan to be submitted to Southern California Edison Company herein after referred to as "Licensor" for consideration and approval prior to the start of any construction on "Licensor" property.

Plans should be developed indicating the size and location of all planned improvements. The plan should specify the dimensions of all planned improvements as well as the distance of all planned improvements from property lines and all adjacent "Licensor" towers, poles, guy wires or other "Licensor" facilities.

The plan must show the locations of all "Licensor" towers and poles, 16-foot wide access roads, main water lines and water shut-off valves, electrical service lines and parking areas. All plans must indicate adjacent streets and include a "north arrow" and the Licensee's name.

SHADE STRUCTURES

(Definition: A non-flammable frame covered on the top with a material designed to provide shade to aid in growing plants)

1. Shade structures must maintain minimum spacing of 50 feet between shade structure locations, should be placed perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shade structures will not be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 foot radius around suspension tower legs, H-Frames and poles
 - c. 100 foot radius around dead-end tower legs, H-Frames and poles
 - d. 25 foot radius around anchors/guy wires, poles and wood poles
3. Shade structures must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded by a licensed electrical engineer
 - d. Shade covering must be non-flammable and manufactured with non-hydrocarbon materials.

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Licensor/Licensee

SHADEHOUSES/HOTHOUSES

*(Definition: A simple, non-flammable, enclosed structure designed to control temperature **without** the benefit of heating and/or air conditioning units to aid in propagating and/or growing plants)*

1. Shadehouses/hothouses must maintain minimum spacing of 50 feet between shadehouse/hothouse locations, should be placed in perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shadehouses/hothouses will not be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 foot radius around suspension tower legs, H-Frames and poles
 - c. 100 foot radius around dead-end tower legs, H-Frames and poles
 - d. 25 foot radius around anchors/guy wires, poles and wood poles
3. Shadehouses/hothouses must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded by a licensed electrical engineer
 - d. Covering must be non-flammable and manufactured with non-hydrocarbon materials

GREENHOUSES

(Definition: An enclosed structure designed to control temperature and/or humidity by the use of heating and/or air conditioning units to aid in propagating and/or growing plants)

Greenhouses will be considered on a case-by-case basis.

IRRIGATION SYSTEMS / WELLS

1. Maximum diameter of pipe: 3 inches
2. All pipe must be plastic Schedule 40 or better
3. No irrigation system will be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 foot radius around suspension tower legs, H-Frames and poles

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Licensor/Licensee

- c. 100 foot radius around dead-end tower legs, H-Frames and poles
- 4. Sprinkler and drip irrigation controllers must be located at the edge of the right of way
- 5. Suitable identification markers will be required on main controllers and valves
- 6. Locations of main shut off valve will be provided and shown on a plot plan
- 7. Underground facilities must have a minimum cover of three feet
- 8. Earth disturbed must be compacted to ninety percent (90%)

LANDSCAPING

- 1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the "drip line" of the conductors
- 2. Trees must have slow to moderate growth, and must be of a variety that grows to a maximum height of no more than 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet
- 3. Placement of large rocks (boulders) must be approved in writing by Licensor
- 4. Any mounds or change of grade must be approved in writing by Licensor
- 5. No cactus or thorny shrubs will be permitted
- 6. Retaining walls, planters, etc. may be considered on a case by case basis and must be approved in writing by Licensor

TRAILERS *(Definition: Removable / portable office modules are not permitted without Licensor's prior permission. Trailers must meet the following criteria to be considered:* Trailers must meet the following criteria:

- a. Must have axles and wheel and be able to be moved at any time
 - b. Maximum length: 40 feet
 - c. Maximum height: 15 feet
 - d. Maximum width: 12 feet
2. No trailers will be permitted within the following areas reserved for Licensor's access:
- a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 foot radius around suspension tower legs, H-Frames and poles
 - c. 100 foot radius around dead-end tower legs, H-Frames and poles
 - d. 25 foot radius around anchors/guy wires, poles and wood poles
 - e. Under or within 10 feet of the conductor "drip lines"

Initial (____)/(____)
Licensor/Licensee

3. Sewer or gas lines to trailers must be approved in writing by Licensor
4. Location of all electrical and telephone lines must be approved in writing by Licensor
5. Electrical lines must be installed by a licensed -general contractor.
6. Trailers shall not be used for residential purposes
7. Toxic or flammable materials will not be permitted in trailers
8. Adequately grounded by a licensed -general contractor

PARKING AREAS

Parking areas should not be designed under the overhead electrical conductors or within 10 feet of the "drip lines" without Licensor's prior written approval. Parking spaces to be identified in accordance with the approved site plan. "No Parking" striping may be required in areas where additional clearance is required.

MATERIAL STORAGE

1. In the event of an emergency, Licensee must immediately - relocate all materials specified by Licensor in order to provide Licensor clear access to its facilities.
2. Licensee must provide Licensor with a list of material stored on the right of way
3. No toxic or flammable materials will be permitted
4. No materials shall be stored within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 foot radius around suspension tower legs, H-Frames and poles
 - c. 100 foot radius around dead-end tower legs, H-Frames and poles
 - d. 25 feet from anchors/guy wires, poles and wood poles
5. Storage of materials not to exceed a maximum height of 15 feet
6. No storage of gasoline, diesel or any other type of fuel will be permitted
7. Any fencing around the storage areas must have Licensor's prior written approval.

Initial (____)/(____)
Licensor/Licensee

A D D E N D U M

PARKING

- A. Vehicles parked on the Property are limited to those owned by Licensee and its employees, invitees, customers and visitors. Licensee will not allow the storage, repairing or refueling of any vehicles on the property.
- B. Licensor only allows overflow parking. No portion of the Property will be used to satisfy the minimum parking requirements of any government agency.
- C. Licensee must obtain prior written approval from Licensor for any vehicle parking improvements and/or subsequent modification. Licensee will maintain parking improvements at all times in a safe condition satisfactory to Licensor.
- D. At any time, Licensor may require removal, modification, or relocation of any portion of the parking improvements. At Licensee's sole expense, Licensee will remove, modify, or relocate same to a location satisfactory to Licensor, within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.
- E. Parking will be permitted in designated areas only. Unless prior written approval is received from Licensor, no parking will be permitted under or within ten (10) feet of the "drip line" of Licensor's overhead electrical conductors.
- F. All parking spaces and parking improvements are to be identified on a site plan and submitted to Licensor to obtain prior written approval from Licensor.
- G. Bollards, K-rails, or "No Parking" striping may be required to protect Licensor's structures or in areas where additional clearance is required.
- H. The Licensee's parking area shall not interfere with the Licensor's minimum access road requirements.

Initial (____)/(____)
Licensor/Licensee

A D D E N D U M

TREES/LANDSCAPING

Existing landscaping improvements (trees, plants, and shrubs) have been inspected and approved by Licensor. This written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without any compensation from Licensor.

Licensee agrees and accepts full responsibility for the maintenance and/or removal of all trees, plants, and shrubs (vegetation) located on the property. All costs associated with the maintenance and/or removal of trees/vegetation will be the sole burden of Licensee.

Periodically, the Property will be inspected by Licensor, and upon determination that any tree/vegetation requires trimming or removal, Licensee will be notified by Licensor. Failure by Licensee to trim or remove said tree/vegetation in the time allotted, that results in Licensor's contractor performing the work, Licensee will be billed by Licensor for the contractor's expense; and Licensee may be subject to termination under the terms and conditions of the Permit or License.

Trees/vegetation must be slow growing and maintained by Licensee to not exceed fifteen (15) feet in height.

Failure by Licensee to maintain all permit or license clearance requirements will require removal at Licensee's expense.

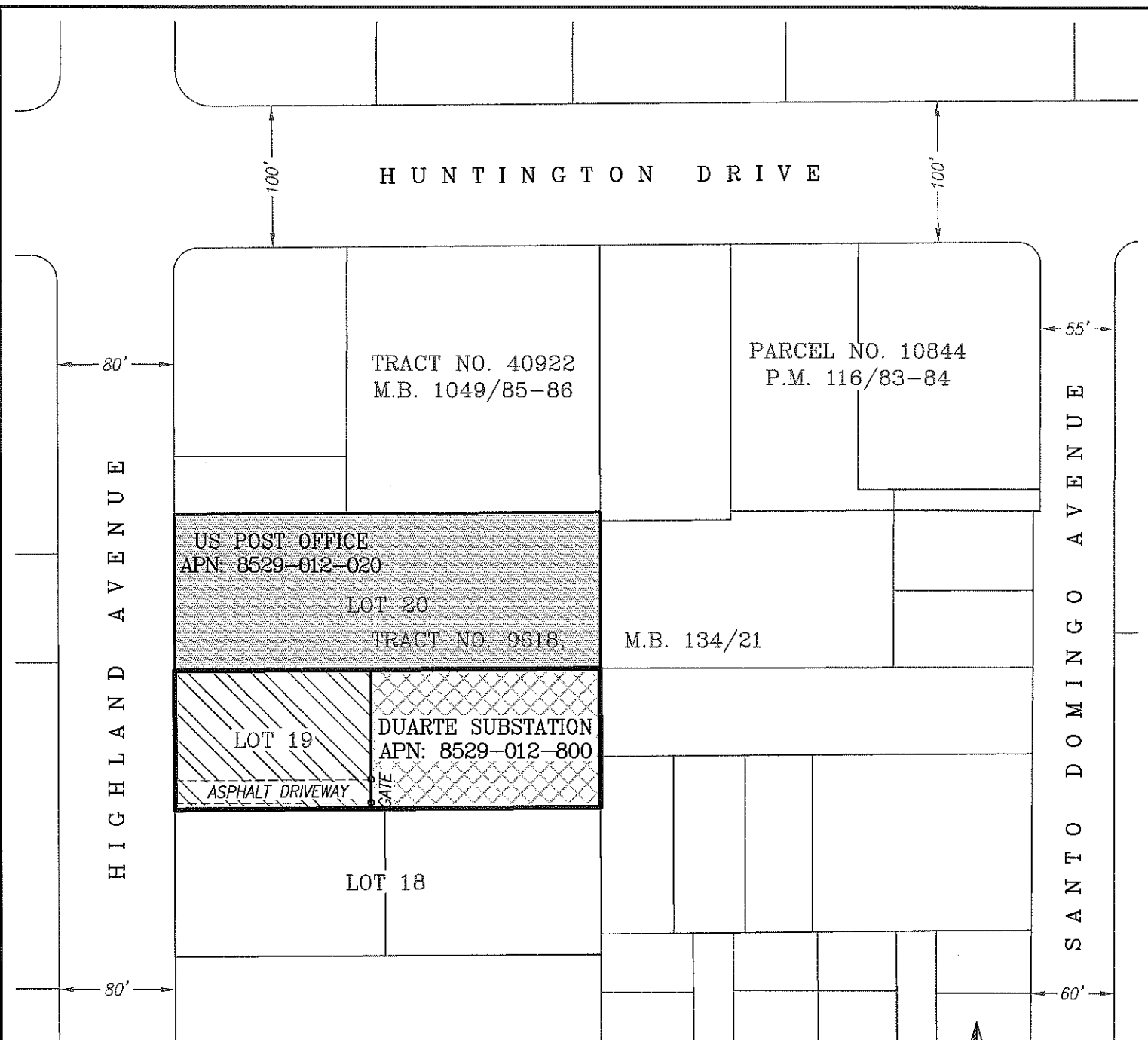
Unless authorized in writing by Licensor, Licensee agrees not to plant any additional trees, plants, or shrubs within the Property. If additional authorization is requested by Licensee and prior written authorization is received by Licensor, no tree or plant species that is protected by federal or state law shall be planted within Licensor's land and no cactus or thorny shrubs/plants will be permitted.

Any improvements or alterations, including retaining walls, planters, placement of large rocks, etc. and any mounds or changes of grade, require prior written approval by Licensor.

Licensee will keep the Property clean, free from weeds, rubbish and debris, and in a condition satisfactory to Licensor.

Upon permit or license termination, Licensee agrees to remove all trees/vegetation and improvements and restore the Property to a condition satisfactory to Licensor, at the sole expense of Licensee.

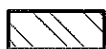
Initial (____)/(____)
Licensor/Licensee



LEGEND

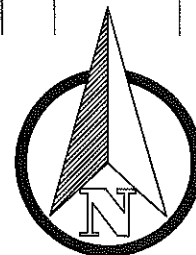


LANDS OF SOUTHERN CALIFORNIA EDISON COMPANY



AREA BEING LICENSED TO THE CITY OF DUARTE
FOR PARKING PURPOSES ONLY.

EXHIBIT "A"



0 100 200

SCALE IN FEET

FACILITY NAME: DUARTE SUBSTATION				LICENSED AREA (GROSS)	SQ.FT.: 13,093	AC.: 0.30
LICENSEE: CITY OF DUARTE				CONTRACT NO.: 9.4162	ACCOUNT NO.: L3092	
CITY: DUARTE		COUNTY: LOS ANGELES		STATE: CA	T.G.: 568/B5	M.S.: 056-090
APN.(S): 8529-012-800				SCE DOCUMENT NO.: 93468/001		
SCE SANDERS MAP: N/A			SCE LAND BOOK: LB430	REF: N/A		 SOUTHERN CALIFORNIA EDISON® An EDISON INTERNATIONAL® Company
R.P. LAND AGENT: L. DIEP		LANDBASE MAPPING: J.F. ACEVES		CHECKED BY: E. HERNANDEZ		
ORDER NO.: 801167420	NOT. NO.: 202715217	DATE: 09/25/2015	FILE NAME: 9.4162.DWG			



SOUTHERN CALIFORNIA
EDISON
An EDISON INTERNATIONAL® Company

**RESOLUTION NO. 16-R-04
RESOLUTION AUTHORIZING SUBMITTAL OF APPLICATION FOR PAYMENT
PROGRAMS AND RELATED AUTHORIZATIONS TO THE DEPARTMENT OF
RESOURCES RECYCLING AND RECOVERY (CALRECYCLE)**

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED that City of Duarte is authorized to submit an application to CalRecycle for any and all payment programs offered; and

BE IT FURTHER RESOLVED that the City Manager, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or this governing body.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Duarte at a regular meeting held on the 26th day of January 2016.

Mayor Samuel Kang

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF DUARTE)

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution 16-R-04 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 26th day of January, 2016, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California



AGENDA MEMO

TO: CITY COUNCIL

FROM: Karen A. Herrera, Deputy City Manager

SUBJECT: Duarte Community Health Fair Committee Co-Sponsorship Request

DATE: January 26, 2016

RECOMMENDATION: That the Duarte City Council, by motion, co-sponsor the Duarte Health Fair Event on Saturday, March 12, 2016 which will be held at Westminster Gardens, 1420 Santo Domingo Avenue from 8 a.m. - 11:30 a.m. The co-sponsorship will include waiving the Buena Vista Street Banner permit fee of \$50.00 and access to City marketing venues.

BACKGROUND: The Duarte Community Health Fair committee is requesting that the City of Duarte officially co-sponsor its event on Saturday, March 12, 2016 at Westminster Gardens. The event is free of charge and open to all members of the public. The following screening services will be available at the Duarte Health Fair: full panel blood test; bone density screening; dental screening; vision screening; blood pressure screening; body mass index screening; ask a dietitian; ask a pharmacist; colorectal cancer screening take-home kits and various information tables.

DISCUSSION: The Duarte Health Fair committee organized a successful Health Fair in 2015 held on Saturday, March 14th at Westminster Gardens. Various free health screenings and information booths were made available to approximately 100 attendees. The committee is again striving to attract a cross section of the Duarte community and community members from surrounding cities in an effort to improve the overall quality of health for the San Gabriel Valley region. The 2016 Duarte Health Fair committee consists of the Duarte Chamber of Commerce and staff from the following entities: Methodist Hospital, Healthcare Partners, Monrovia Providers Group, City of Hope and Westminster Gardens.

In terms of co-sponsorship, the committee is asking the City of Duarte to provide volunteers, access to City marketing venues including the electronic sign, social media platforms, press releases and City website.

FISCAL IMPACT: None

ATTACHMENT: Duarte Health Fair draft flyer



FREE
NO ID REQUIRED

DUARTE Health Fair

Methodist Hospital in partnership with
City of Hope, Westminster Gardens and
City of Duarte

Saturday, March 12
8 a.m. – 11:30 a.m.

Westminster Gardens, Packard Hall

1420 Santo Domingo Avenue, Duarte, CA 91010

Screenings:

- Full Panel Blood Test
 - Must fast 8 hours before test
- Bone Density Screening
- Dental Screening
- Vision Screening
- Blood Pressure Screening
- Body Mass Index (BMI) Screening
- Ask a Dietitian
- Ask a Pharmacist
- Colorectal Cancer Screening
- Take-home Kit

For more information call:

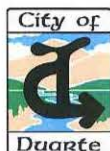
Methodist Hospital 626-821-2344

City of Hope 626-218-4079 ext. 84079

Westminster Gardens 626-358-2569 ext. 151

www.duartechamber.com/healthfair

mb
METHODIST HOSPITAL
of Southern California



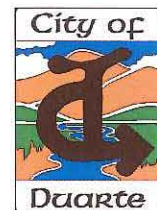
Foothills Resources For The Ages

the **MIRACLE**
of **SCIENCE**
with **SOUL**



 **HealthCare Partners.**
Medical Group and Affiliated Physicians


be. westminster gardens
a be.group community



MEMORANDUM

TO: Mayor and City Council

FROM: David Eoff IV, Associate Planner

DATE: January 26, 2016

**SUBJECT: Municipal Code Amendment 15-04, Adoption of Ordinance 16-O-01
(Second Reading)**

At the January 12, 2016 meeting, the Duarte City Council conducted a public hearing to introduce Ordinance 16-O-01 for its first reading. The public hearing included the review of a city-initiated amendment to the Duarte Municipal Code by adding Chapter 6.19, which prohibits all marijuana related uses (including dispensaries, cultivation, and deliveries) in all zoning districts throughout the City. The City Attorney prepared Ordinance 16-O-01 in response to recent law changes and to ensure the City retains control over marijuana related activities.

Ordinance 16-O-01 is on the January 26, 2016 City Council Agenda for its second reading. Staff recommends the City Council adopt Ordinance 16-O-01, prohibiting all marijuana related uses, including all commercial cannabis activities, cultivation, and delivery, as defined by the Medical Marijuana Regulation & Safety Act.

Attachment: Exhibit A: Ordinance 16-O-01

ORDINANCE NO. 16-O-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA ADDING CHAPTER 6.19 TO THE DUARTE MUNICIPAL CODE TO PROHIBIT ALL CANNABIS RELATED USES, COMMERCIAL CANNABIS ACTIVITIES, AND THE DELIVERY AND CULTIVATION OF CANNABIS IN THE CITY

WHEREAS, in 1996, the voters of the State of California approved Proposition 215 (codified as California Health & Safety Code § 11362.5, and entitled “The Compassionate Use Act of 1996” or “CUA”); and

WHEREAS, the intent of Proposition 215 was to enable persons who are in need of marijuana for legitimate medical purposes to use it without fear of criminal prosecution under limited, specific circumstances; and

WHEREAS, Proposition 215 further provides that “nothing in this section shall be construed or supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes;” and

WHEREAS, the ballot arguments supporting Proposition 215 expressly acknowledged that “Proposition 215 does not allow unlimited quantities of marijuana to be grown anywhere;” and

WHEREAS, in 2004, the Legislature enacted Senate Bill 420 (codified as California Health & Safety Code § 11362.7 *et seq.* and referred to as the Medical Marijuana Program Act or “MMPA”) to clarify the scope of the CUA and to provide qualifying patients and primary caregivers who collectively or cooperatively cultivate marijuana for medical purposes with a limited defense to certain specific state criminal statutes; and

WHEREAS, Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the MMPA to expressly recognize the authority of counties and cities to “[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective” and to civilly and criminally enforce such ordinances; and

WHEREAS, in *City of Riverside v. Inland Empire Patients Health and Wellness Center* (2013) 56 Cal.4th 729, the California Supreme Court confirmed the ability of local entities to ban and/or regulate medical marijuana cooperatives and collectives, holding that “[n]othing in the CUA or MMP[A] expressly or impliedly limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land...”; and

WHEREAS, in *Maral v. City of Live Oak* (2013) 221 Cal.App.4th 975, the Court of Appeal held that “there is no right – and certainly no constitutional right – to cultivate medical marijuana...” and thus confirmed the ability of a local governmental entity to prohibit the cultivation of marijuana under its land use authority; and

WHEREAS, the Federal Controlled Substances Act (21 U.S.C. § 801 *et seq.*) classifies marijuana as a Schedule 1 Drug, which is defined as a drug or other substance that has a high potential for abuse, no currently accepted medical use for treatment in the United States, and which has not been accepted as safe for use under medical supervision; and

WHEREAS, the Federal Controlled Substances Act makes it unlawful under federal law for any person to cultivate, manufacture, distribute or dispense, or possess with an intent to manufacture, distribute, or dispense marijuana; and

WHEREAS, the Federal Controlled Substances Act contains no exception for medical purposes, but, through federal legislation related to appropriations of federal funds, the United States has suspended funding to the United States Department of Justice to prevent states that have adopted limited marijuana use for medical purposes from implementing those states' medical marijuana laws; and

WHEREAS, on October 9, 2015, Governor Brown signed three (3) bills into law (AB 243, AB 266, and SB 643) which collectively are known as the Medical Marijuana Regulation and Safety Act ("MMRSA"); and

WHEREAS, the MMRSA sets up a State licensing system for commercial medical marijuana uses, while protecting local control by requiring that all such businesses must have a local license or permit in addition to a State license in order to operate; and

WHEREAS, the MMRSA allows cities to completely prohibit all commercial medical marijuana activities; and

WHEREAS, the MMRSA also requires numerous State agencies to issue regulations relating to their areas of expertise; and

WHEREAS, the State estimates that it will not begin processing licenses for marijuana related uses until January 2018 at the earliest; and

WHEREAS, as a result of this new State licensing system, as well as the yet-to-be issued State regulations, there is uncertainty as to how the MMRSA and its regulations will be implemented by State officials; and

WHEREAS, as recognized by the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, marijuana cultivation or other concentration of marijuana in any location or premises without adequate security increases the risk that surrounding homes or businesses may be negatively impacted by nuisance activity such as loitering or crime; and

WHEREAS, the City Council finds that medical marijuana activities, as well as cultivation for personal medical use as allowed by the CUA and MMPA can adversely affect the health, safety, and well-being of City residents if such activities are either unregulated or not properly regulated; and

WHEREAS, the City Council finds that in order to err on the side of caution, Citywide prohibition is proper and necessary at this point in time to avoid the risks of criminal activity, degradation of the natural environment, malodorous smells, and indoor electrical fire hazards that may result from such activities if they are either unregulated or not properly regulated, with the understanding that the City Council may, at a future period in time, revisit the regulation of cannabis related uses and commercial cannabis activities as authorized under the MMRSA; and

WHEREAS, the limited immunity from specified state marijuana laws provided by the CUA and MMPA does not confer a land use right or the right to create or maintain a public nuisance; and

WHEREAS, the MMRSA contains language that requires cities to prohibit cultivation uses by March 1, 2016 either expressly or otherwise under the principles of permissive zoning, or the State will become the sole licensing authority; and

WHEREAS, the MMRSA also contains language that requires delivery services to be expressly prohibited by local ordinance, if the City wishes to do so; and

WHEREAS, the MMRSA is silent as to how the City must prohibit these or other types of commercial medical marijuana activities; and

WHEREAS, while the City Council expressly believes and reiterates its intent that dispensaries, deliveries, and all related types of marijuana uses are prohibited under the City's Municipal Code, including its permissive zoning regulations, the City Council desires to enact this ordinance to expressly make clear that all cannabis related uses and commercial cannabis activities are prohibited throughout the City; and

WHEREAS, although the City desires to clarify that all medical marijuana uses are banned at this point in time, the City Council retains the ability to either modify or repeal this as well as any other related ordinances in the event that the MMRSA proves to be an effective means by which to regulate marijuana related uses.

NOW, THEREFORE, the City Council of the City of Duarte does ordain as follows:

SECTION 1: Recitals. The foregoing recitals are true and correct and are incorporated herein as though set forth in full.

SECTION 2: Authority. This Ordinance is adopted pursuant to the authority granted by the California Constitution and State law, including but not limited to Article XI, Section 7 of the California Constitution, the CUA, the MMPA, and the MMRSA.

SECTION 3: Adoption. Chapter 6.19 is hereby added to the Duarte Municipal Code as written in Exhibit A attached hereto.

SECTION 4: No Changes to Permitted Uses. Nothing in this Ordinance shall be interpreted to allow any land use which is not expressly listed as permitted or conditionally permitted within the City's Zoning Code.

SECTION 5: CEQA Determination. In adopting this Ordinance, the City Council finds that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 California Code of Regulations Sections 15061(b)(3) and 15378, in that it can be seen with certainty that the adoption of the Municipal Code amendments propose no activity that may have a significant effect on the environment and will not cause a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

SECTION 6: Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared unconstitutional.

SECTION 7: Effective Date. This Ordinance shall become effective thirty (30) days after its passage and adoption. Within fifteen (15) days of the date of adoption of this Ordinance, the City Clerk shall post a copy of said Ordinance in places designated for such posting and shall certify to the same. The City Clerk shall certify the passage of this Ordinance and shall cause the same to be published as required by law.

PASSED, APPROVED and ADOPTED, at a regular meeting of the Duarte City Council held this ____ day of _____, 2016 by the following vote:

NOES:

ABSENT:

ABSTAIN:

Mayor Sam Kang
City of Duarte, California

ATTEST:

City Clerk Marla Akana
City of Duarte, California

(CITY SEAL)

APPROVED AS TO FORM:

Jeffrey Melching, City Attorney
City of Duarte, California

Chapter 6.19**CANNABIS RELATED USES, COMMERCIAL CANNABIS ACTIVITIES,
DELIVERIES, AND CULTIVATION PROHIBITED****6.19.010 Definitions**

“Cannabis” shall mean all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from marijuana. “Cannabis” also means “marijuana” as defined by Section 11018 of the California Health and Safety Code as enacted by Chapter 1407 of the Statutes of 1972. The term “Cannabis” shall also have the same meaning as set forth in Section 19300.5(f) of the California Business and Professions Code, as may be amended from time to time. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this chapter, “cannabis” does not mean “industrial hemp” as defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.

“Caregiver” or “Primary Caregiver” shall have the same meaning as set forth in Section 11362.7 of the California Health and Safety Code, as may be amended from time to time.

“Commercial Cannabis Activity” shall have the same meaning as set forth in Section 19300.5(k) of the California Business and Professions Code, as may be amended from time to time.

“Cooperative” shall mean two or more persons collectively or cooperatively cultivating, using, transporting, possessing, administering, delivering, or making available marijuana, with or without cultivation.

“Cultivation” or “Cultivate” shall have the same meaning as set forth in Section 19300.5(l) of the California Business and Professions Code, as may be amended from time to time.

“Delivery” shall have the same meaning as set forth in Section 19300.5(m) of the California Business and Professions Code, as may be amended from time to time.

“Dispensary” shall have the same meaning set forth in Section 19300.5(n) of the California Business and Professions Code, as may be amended from time to time. For purposes of this Chapter, Dispensary shall also include a Cooperative. Dispensary shall not include the following uses: (1) a clinic licensed pursuant to Chapter 1 of Division 2 of the California Health and Safety Code; (2) a health care facility licensed pursuant to Chapter 2 of Division 2 of the

California Health and Safety Code; (3) a residential care facility for persons with chronic life threatening illnesses licensed pursuant to Chapter 3.01 of Division 2 of the California Health and Safety Code; (4) a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the California Health and Safety Code; (5) a residential hospice or home health agency licensed pursuant to Chapter 8 of Division 2 of the California Health and Safety Code.

“Medical Cannabis” or “Cannabis” shall have the same meaning as set forth in Section 19300.5(ag) of the California Business and Professions Code, as may be amended from time to time.

“Medical Marijuana Regulation and Safety Act” or “MMRSA” shall mean and refer to the following three bills signed into law on October 9, 2015, as the same may be amended from time to time: AB 243, AB 266, SB 643.

“Qualifying Patient” or “Qualified Patient” shall have the same meaning as set forth in Section 11362.7 of the California Health and Safety Code, as may be amended from time to time.

6.19.020 Prohibitions.

All Cannabis related uses, including but not limited to dispensaries, deliveries, cultivation and all other Commercial Cannabis Activities for which a State license is required under the MMRSA, are prohibited in all zones throughout the City. Accordingly, the City shall not issue any permit, or process any license or other entitlement for any Cannabis related use or any other activity for which a State license is required under the MMRSA.

- A. Cannabis Related Uses. All Cannabis related uses, including but not limited to cultivation, dispensaries, and deliveries are prohibited in all zones and all specific plan areas in the City, regardless of whether the Cannabis is used for medicinal purposes or whether such uses qualify as Commercial Cannabis Activities under the MMRSA. No person shall establish, operate, conduct, permit or allow any Cannabis related use anywhere within the City.
- B. Medical Cannabis Uses. All Medical Cannabis related uses, including cultivation, dispensaries, and deliveries are expressly prohibited in all zones and all specific plan areas in the City, regardless of whether such uses qualify as Commercial Cannabis Activities under the MMRSA. No person shall establish, operate, conduct, permit or allow any Medical Cannabis related land use anywhere within the City.
- C. Commercial Cannabis Activities. All Commercial Cannabis Activities, including but not limited to Cooperatives, Dispensaries, Cultivation, and Deliveries, are expressly prohibited in all zones and all specific plan areas in the City. No person shall establish, operate, conduct, permit or allow a Commercial Cannabis Activity anywhere within the City.
- D. Cannabis Deliveries. All Deliveries of Cannabis and Medical Cannabis are expressly prohibited in the City. No person shall conduct any Deliveries of Cannabis or Medical Cannabis that either originate or terminate at any location within the City.

- E. Cannabis Cultivation. The Cultivation of Cannabis, regardless of whether for commercial or non-commercial purposes, and including Cultivation by a Qualified Patient or Primary Caregiver is expressly prohibited in all zones and all specific plan areas in the City. No person, including but not limited to a Qualified Patient or Primary Caregiver, shall Cultivate any amount of Cannabis in the City, regardless of whether or not the Cannabis is intended to be used for medical purposes.

6.19.030 Public Nuisance

Any use or condition caused, or permitted to exist, in violation of any provision of this Chapter shall be, and is hereby declared to be, a public nuisance and may be summarily abated by the city pursuant to Section 731 of the California Code of Civil Procedure or any other remedy available at law.

6.19.040 Civil Penalties

In addition to any other enforcement permitted by the Duarte Municipal Code, the city attorney may bring a civil action for injunctive relief and civil penalties against any person who violates any provision of this chapter. In any civil action that is brought pursuant to this chapter, a court of competent jurisdiction may award civil penalties and costs to the prevailing party.

6.19.050 Provisions in Chapter Cumulative

The prohibitions and provisions in this Chapter are cumulative to any and all other prohibitions and regulations in the Duarte Municipal Code concerning Cannabis, Medical Cannabis, and marijuana, including but not limited to the City's ban on marijuana related uses via its permissive zoning regulations. Nothing in this Chapter supersedes or shall be construed to conflict with any other prohibitions or regulations in the Duarte Municipal Code.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF DUARTE)

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, do hereby certify the foregoing to be a full, true, and correct copy of Ordinance No. ____ which was introduced at a regular meeting on the __ day of _____, 2016, and was adopted at a regular meeting held on the __ day of _____, 2016, not being less than 5 days after the date of introduction thereof.

City Clerk Marla Akana
City of Duarte, California



MEMORANDUM

TO: CITY COUNCIL

FROM: PARKS AND RECREATION COMMISSION

SUBJECT: REORGANIZATION

DATE: JANUARY 12, 2016

At the regular meeting of the Parks and Recreation Commission on Monday, January 11, 2016, Barbie Blysmá Houghton was nominated to be the new Chairperson and Elisabeth Duggan was nominated to be the Vice-Chair for the Committee. The motion carried unanimously.

Parks and Recreation Commission Chairperson – Barbie Blysmá Houghton
Parks and Recreation Commission Vice-Chairperson – Elisabeth Dugan

Receive and File



Memorandum

To: City Council

From: Planning Commission

CC: Craig Hensley, Community Development Director

Date: 1/20/16

Subject: Commission Reorganization

At the regular meeting of the Planning Commission held on Tuesday, January 19, 2016, the Commission organized as follows:

Chairperson – Shauna Pierce

Vice-Chairperson – Paula Watson-Gardner



AGENDA MEMO

TO: MEMBERS OF THE DUARTE CITY COUNCIL

FROM: PUBLIC SERVICES COMMISSION

SUBJECT: REORGANIZATION

DATE: JANUARY 19, 2016

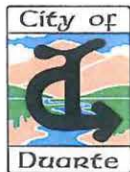
RECOMMENDATION: That the Duarte City Council, by motion, receive and file this report.

DISCUSSION: At the regular meeting of the Public Services Commission on Wednesday, January 13, 2016, Pattie Dalessandro was nominated to be the new Chairperson and David Gallivan was nominated to be the Vice-Chairperson for the Commission. The motions carried unanimously.

Public Services Commission Chairperson- Pattie Dalessandro

Public Services Vice-Chairperson- David Gallivan

FISCAL IMPACT: None



MEMORANDUM

To: Honorable Mayor and Members of the City Council

From: Rafael Casillas PE, Public Works Manager

Date: January 26, 2016

Subject: Amendment to Community Development Block Grant Program (CDBG) Budget for Fiscal Year (FY) 2016-2017 (July 1, 2016 – June 30, 2017) – **Revised Location for the Duarte Street Improvement Project**

On December 8, 2015, the Duarte City Council conducted a Public Hearing and approved CDBG funding for Removal of Architectural Barriers (Curb Ramps) and Duarte Street Improvement Project. Approximately \$140,000 in CDBG funds are allocated annually for various capital improvement projects. Through the project audit process, the determination was made that the low and moderate block group percentage is currently forty-nine point sixty-two percent (49.62 %) along Santo Domingo Avenue from Huntington Drive to Central Avenue. Although Santo Domingo Avenue lies within a Census Tract that has a total percentage of low and moderate income persons in excess of the required 51% (52.7%); the actual block group population is under the minimum threshold of 51% (Source: U.S. Census Bureau, 2010 Census).

An alternative plan that will meet guidelines is street improvements on Bradbourne Avenue (between Huntington Drive and Royal Oaks). Bradbourne Avenue lies within a CDBG-eligible low and moderate income census tract area and serves at least 51% low and moderate income persons. Bradbourne Avenue serves block groups three and four with a low and moderate population percentage of fifty-one point thirty-seven (51.37 %) and sixty-four point zero three (64.03 %), respectively. Similar to Santo Domingo Avenue, Bradbourne Avenue requires construction of new street improvements in order to comply with current state and local public street standards.

The proposed Bradbourne Avenue Street Improvement Project will consist of street improvements including cold milling of existing pavement, new asphalt overlay and installation of permeable gutters to improve drainage. It will also include removal of two obsolete driveway approaches, removal and relocation of street signs, and, installation of Americans with Disability Act (ADA) compliant curb ramps. CDBG funds will be used for construction costs and consultant costs. The design, engineering and bid documents will be prepared by City staff. This project will benefit the community and can realistically be administered by staff with the assistance of a CDBG consultant in a manner consistent with CDBG federal program regulations.

Thus, the revised CDBG Projects and Budgets for FY 2016-2017 are as follows:

Table 1 Revised - Proposed CDBG Projects and Budgets for FY 2016-2017		
Project #1:	Removal of Architectural Barriers (Curb Ramps) - Unchanged	\$ 50,000
Project #2:	Duarte Street Improvement Project (Bradbourne Avenue)	\$ 90,000
*Total FY 2016-2017 CDBG Allocation		\$140,000
*Note: Staff requests that the City Council's recommendation include language giving staff the ability to make adjustments to projects, due to programmatic interpretations by LACDC and final funding allocations.		

Staff recommends the City Council hold a public hearing to review and approve the revised Duarte Street Improvement Project at Bradbourne Avenue between Huntington Drive and Royal Oaks. Following City Council action, the proposed FY 2016-2017 CDBG projects and budget applications will be submitted to the LACDC for review and approval.



CITY COUNCIL STAFF REPORT

Date: January 26, 2016

To: Mayor and City Council

From: Craig Hensley, Community Development Director 

Subject: Analysis of ARB and Planning Commission Process

In November 2015, City Council requested that Staff bring back an informational report on the ARB – Planning Commission process. This report provides an overview of the process and the effectiveness of the design review requirements.

The requirements for site plan and design review are set forth in the Duarte Development Code. In 2010, the City completed a wholesale update to its zoning code and adopted what we see today as the Development Code. There were several goals of the Development Code: in addition to developing contemporary development regulations, the goal was to create a streamlined development review process that reduced the amount of time that projects were in the approval process and also reduced the number of items that were subject to discretionary review. What these revisions meant is that the Planning Commission and the ARB would review fewer items as part of the streamlined process. Strong and clear standards for review were adopted to make this process effective and fair. This process has been a positive impact to development and the resulting development quality is proof of effectiveness. The majority of the input from the development and business community has been positive. The City's process is very business friendly; the City has been recognized for its business friendly approach.

This memo outlines the Architectural Review Board and Planning Commission process and explains the effectiveness of each.

Architectural Review Board

The City Council established the ARB in June 1980. Since its establishment, the three member board has been composed of the: City Manager, Community Development Director and City Engineer.

When the ARB process was originally formed, all buildings and structures were subject to review and approval by the ARB. In 2010, as part of the comprehensive update of the Zoning

Code and adoption of the new Development Code, the ARB process was refined to focus on a more streamlined review of projects. The 2010 revisions, also brought expanded design standards to promote higher quality development in the city. The 2010 Development Code changes also expanded the design review involvement of Staff for over the counter approvals and put in place a Director Review category where smaller projects are processed by Staff, approved by the Director and receive an action letter with findings and conditions of approval, usually within a week of a complete application filing.

Site Plan and Design Review cases are made are four different levels which are based on the size of project. Smaller projects, such as room additions, signs and patio covers are subject to over the counter review and approved by Planning Staff; approved projects receive a stamp of approval by the Planning Department along with building permits. Slightly larger projects, such as room additions over 600 square feet, landscape plans for commercial projects and small commercial improvements are subject to Director Review where action is taken and an approval letter is issued with conditions of approval. Projects such of a bit larger scale, such as new single family houses, two story additions from 250 to 600 square feet, commercial additions up to 2,500 square feet and sign programs, are heard by the ARB. All large scale projects are acted on by the Planning Commission with a recommendation from the ARB. Projects at this level include: all new commercial buildings, non-residential additions over 2,500 square feet, two story additions over 600 square feet and all new two story houses.

Table from Chapter 19.122

TABLE 7-2 REVIEW AUTHORITY FOR SITE PLAN AND DESIGN REVIEW	Review Level (1) (2)				
	Staff (3)	Director (4)	ARB	Commission	Council
RESIDENTIAL CONSTRUCTION ACTIVITIES (5)					
Residential New Construction					
1-Story Single-family and Two-family	—	—	Decision	Appeal	Appeal
2-Story Single-family and Two-family	—	—	Recommend	Decision	Appeal
Multi-family (attached or detached)	—	—	Recommend	Decision	Appeal
Residential Additions, Modifications, and/or Accessory Structures					
R-1D zone < 250 sq. ft.		Decision	Appeal	Appeal	Appeal
R-1D zone > 250 sq. ft.	—	—	Decision	Appeal	Appeal
R-1 and R-2 zones (except R-1D) 1 st -story construction < 600 sq. ft.	Decision	Appeal	Appeal	Appeal	Appeal
R-1 and R-2 zones (except R-1D) 1 st -story construction > 600 sq. ft.	—	Decision	Appeal	Appeal	Appeal
R-1 and R-2 zones (except R-1D) 2 nd -story construction < 250 sq. ft.	—	Decision	Appeal	Appeal	Appeal
R-1 and R-2 zones (except R-1D) 2 nd -story construction between 250 sq. ft. and 600 sq. ft.	—	—	Decision	Appeal	Appeal
R-1 and R-2 zones (except R-1D) 2 nd -story construction > 600 sq. ft.	—	—	Recommend	Decision	Appeal
R-3 and R-4 zones construction including expansion of square footage (main building or accessory structures) or change in number of units	—	—	Decision	Appeal	Appeal

Table 7-2 continued	Staff	Director	ARB	Commission	Council
Other Residential Construction or Improvements (6)					
Facade or exterior improvements in the R-1 and R-2 zones	Decision	Appeal	Appeal	Appeal	Appeal
Facade or exterior improvements (inclusive of color changes) in the R-3 and R-4 zones	—	Decision	Appeal	Appeal	Appeal
Fences and walls (all)	Decision	Appeal	Appeal	Appeal	Appeal
Front yard porches	Decision	Appeal	Appeal	Appeal	Appeal
Pools and spas	Decision	Appeal	Appeal	Appeal	Appeal
Roof pitch changes	Decision	Appeal	Appeal	Appeal	Appeal
NONRESIDENTIAL CONSTRUCTION ACTIVITIES					
Nonresidential New Construction (including Accessory Structures)					
All new structures, except accessory structures and signs	—	—	Recommend	Decision	Appeal
Accessory structures	—	Decision	Appeal	Appeal	Appeal
Nonresidential Additions and Modifications					
Additions < 2500 sq. ft.	—	Recommend	Decision	Appeal	Appeal
Additions > 2500 sq. ft.	—	—	Recommend	Decision	Appeal
Other Nonresidential Construction					
Facade or exterior improvements (inclusive of color changes)	—	Decision	Appeal	Appeal	Appeal
Fences and walls (all)	Decision	Appeal	Appeal	Appeal	Appeal
Landscaping	—	Decision	Appeal	Appeal	Appeal
Restriping of parking lots	Decision	Appeal	Appeal	Appeal	Appeal
Roof pitch changes	Decision	Appeal	Appeal	Appeal	Appeal
SIGNS AND SIGN PROGRAMS					
Comprehensive Sign Programs	—	—	Decision	Appeal	Appeal
Signs (excluding freeway and monument signs) permanent and temporary	Decision	Appeal	Appeal	Appeal	Appeal
Freeway signs	—	—	Decision	Appeal	Appeal
Monument signs	—	Decision	Appeal	Appeal	Appeal
OTHER REVIEW					
Joint and Off-Site Parking Plans	—	Decision	Appeal	Appeal	Appeal
Open Space Plans	—	Decision	Appeal	Appeal	Appeal
Outdoor Dining < 800 sq. ft.	—	Decision	Appeal	Appeal	Appeal
Outdoor Dining > 800 sq. ft.	—	Recommend	Recommend	Decision	Appeal
Planned Development Permits	—	—	Recommend	Decision	Appeal
Specific Plans	—	—	Recommend	Recommend	Decision
Subdivisions/Condominiums	—	—	Recommend	Recommend	Decision

Notes:

- "Decision" means that the review authority makes the final decision on the matter; "Appeal" means that the review authority may consider and decide upon appeals to the decision of an earlier decision-making body, in compliance with Chapter 19.144 (Appeals); "Recommend" means that the review authority should provide preliminary review and forward input to the decision-making review authority for consideration.
- The review authority may defer action and refer the request to the next higher review authority for the final decision in compliance with Subsection 19.122.050 B. (Referral of Application), below.
- Process allows Department Staff to include conditions of approval.
- Process to include findings, conditions of approval, and appeal period.
- Square footages provided in this table presume a calculation that is all inclusive of aggregate new construction area, including square footage of both habitable and non-habitable structures meeting the definition of new building construction.
- Facade and/or exterior improvements requiring Site Plan And Design Review include window and door change outs when a Building Permit is required.

The intent of the Site Plan and Review process is the foundation by which all of the review standards and the process are based on. Chapter 19.122.010. B states:

The intent of this Chapter is to ensure that all approved site and structural development:

1. Promotes the orderly development of the City in compliance with the goals, objectives, and policies of the General Plan, any applicable specific plan, and the standards specified in this Development Code;
2. Respects the physical and environmental characteristics of the site;
3. Ensures safe and convenient access and circulation for pedestrians and vehicles;
4. Exemplifies high-quality design practices;
5. Encourages the maintenance of a distinct neighborhood and/or community identity; and
6. Minimizes or eliminates negative or undesirable visual impacts.

All Site Plan and Review items are subject to meeting the “Standards of Review” listed in 18.122.040.D that include standards in the following topic areas: compatibility, architectural design and detail, landscape, lighting, parking, signs, and other design details, fences/walls, landscaping, lighting, parking and signs.

Through the years, the architectural review process has been very valuable for the community. The process has ensured quality well designed projects that over time have created a better designed community. Great designed communities will rarely happen by accident, but by the way of clearly communicated design standards and a process that ensures that these standards will be met.

Comparing Duarte’s ARB Process to Other Cities

There are essentially two main issues to consider in an effective design review process: 1) higher quality buildings and development as the result of a process that provides clear direction to achieve good design; and 2) a timely process that allows project action to happen quickly with fair and consistent results.

Duarte’s process is well developed, but is not unique among other neighboring communities. The table below shows the design process in Duarte and surrounding communities. The Duarte process is similar to other cities that have design review boards. Cities without design review boards typically place design decision making at the staff level or have design decisions made by the Planning Commission or City Council. The process in Duarte is efficient and effective.

	ARB Process	Make up of Board	Residential Addition 1 story	Residential Addition 2 story	New Residential	Commercial Addition	New Commercial
Duarte	ARB	City Manager, Community Development Director, City Engineer	Staff	ARB (up to 600 sf)	ARB	PC (over 2,500 sf)	PC
Monrovia	Design Review Commission	Director of Public Services, Police Chief, Fire Chief and Director of Community Development	Staff	DRC	DRC	DRC	PC
Arcadia	No ARB		Staff	Staff	Staff	Staff	Staff
Azusa	Design Review Commission (started in September 2015)	Planning Director, Building Official, Light and Water Director, Code Enforcement Director, City Engineer, Police Chief	Staff	Staff	Staff	DRC	DRC
Glendora	No ARB		Staff	PC	PC	PC	PC

Other possible ARB Arrangements

Other alternatives to the current ARB process would be: abolishing the ARB and making the Planning Commission or Staff the decision maker on design items; or changing the makeup of the ARB to add extra members (such as local Architects, Landscape Architect, residents and business owners).

There are some negatives to each of the other possible design review arrangements that are worthy of consideration. The Planning Commission already is the final hearing body for many larger design review projects such as new Residential, residential additional that are 2-story and over 600 square feet, new Commercial and commercial additions over 2,500 square feet. Smaller items are the cases heard only by ARB. The one main negative in having all design items decided by Planning Commission is the substantial negative impact on the time it takes applicants to gain approval. The Planning Commission meets only once a month. The ARB meets twice a month, as needed. Staff preparation for Planning Commission is much more involved than it is for ARB, so taking all design items to the Planning Commission would extend the approval process for smaller projects.

Other design review makeups have challenges also. The main challenge to having an ARB that is made up of public members that are professionals in architecture is the difficulty of getting enough experienced residents to take part and donate their time. Since there are relatively few items that are heard by the ARB, the meetings are often intermittent which makes participation difficult. An effective ARB made up of members of the public would need at least some design professionals. A design committee made up of public members that are not design professionals would tend to add too much personal preference rather than trained input to the process. The result may very well be a less effective process with less of a focus on good design.

ARB Activity and Effectiveness

The best test for Duarte's current design review process is the excellent results that it has produced. In the past several years, the projects that have been approved through the City process have exhibited tremendous architectural quality. Examples include: Andres Duarte II, Magellan Self Storage, City of Hope Visitors Center, the Santa Teresita Specific Plan and more. Projects such as Starbucks and the façade enhancements to the Grocery Outlet building are examples that are in the process that will be excellent too.

The table below shows the ARB activity for 2015. The majority of cases are either staff level review or director review. Staff level review, in most cases, occurs over the counter or within a short timeframe and includes cases such as small, one story, room additions and patio covers. The plans receive an approval stamp after building plan check. Director review cases such as larger residential additions, monument signs and etc. are submitted to the planning department for review. The review usually takes a few days and then an approval letter with findings and conditions of approval is issued. All staff level and director reviews are appealable to the ARB.

2015 ARB cases	
Total Number of ARB Cases:	39
Staff Level Review (counter)	11
Director Review (letter to applicant):	19
ARB Review of Design	7
ARB Recommend/Planning Commission	2

Note: Four total ARB meetings in 2015

Planning Commission Process

Since the 1960's in California, cities are required to have a "planning agency" that is responsible for planning for the physical development of the community. In Duarte, the Planning Commission is made up of five members appointed by the City Council. The Commission meets once a month, on the third Monday at 7:00 pm.

The Duarte Development Code set up a process where the Planning Commission is the final decision making body for Quasi-Judicial items such as variances and conditional use permits and is a recommending body on Legislative acts such as zone changes and general plan amendments. As was addressed in the last section of this report, the Planning Commission also is the decision body for some ARB cases for large projects and for planned development permits. Table 7-1 below addresses Planning Commission actions in more detail.

TABLE 7-1 REVIEW AUTHORITY				
Type of Action	Applicable Code Section	Role of Review Authority		
		Director	Commission	Council
A. Administrative Permits and Actions				
Administrative Variances	19.126	Decision	Appeal	Appeal
Development Code Interpretations	19.04	Decision	Appeal	Appeal
Joint/Off-Site Parking Plans	19.38.140/150	Decision	Appeal	Appeal
Minor Use Permits	19.114	Decision	Appeal	Appeal
Open Space Plans	19.11.060	Decision	Appeal	Appeal
Reasonable Accommodations	19.120	Decision	Appeal	Appeal
Sign Permits/Comprehensive Sign Programs	19.42	See Table 7-2 (Site Plan and Design Review Authorities)		
Site Plan and Design Reviews	19.122	See Table 7-2 (Site Plan and Design Review Authorities)		
Temporary Use Permits/Special Event Permits	19.124	Decision	Appeal	Appeal
Zoning Clearances	19.128	Issuance	Appeal	Appeal
B. Quasi-Judicial Permits and Actions				
Conditional Use Permits	19.114		Decision	Appeal
Planned Development Permits	19.118		Decision	Appeal
Variances	19.126		Decision	Appeal
C. Legislative Actions				
Development Agreements and Amendments	19.148		Recommend	Decision
Development Code Text/Zoning Map Amendments	19.142		Recommend	Decision
General Plan Text/Map Amendments	19.142		Recommend	Decision
Specific Plans and Amendments	19.150		Recommend	Decision
D. Subdivision Maps and Other Approvals				
Tentative Maps, Final and Parcel Maps	See Table 5-1 (Subdivision Review Authorities)			
Lot Line Adjustments, Mergers, and Approvals	See Table 5-1 (Subdivision Review Authorities)			

City Council members raised the question of whether or not the Planning Commission was meeting regularly. The table on the next page addresses the 2015 calendar for Commission meetings. Of 12 possible meetings, the Commission met seven times. The February and April meetings were cancelled because of a lack of hearing items. Meeting in July, August and September were cancelled for two reasons: lack of items and because as a result of resignations there were only three Commission members. In 2014, Staff met with the Commission and developed a schedule of possible training topics that could be presented to the Commission when a meeting had no items. At that time, the Community Development Director and the Commissioners felt that cancelling one month's meeting because of a lack of items was fine but the Commission should miss no more than one consecutive meeting. This practice was followed with the exception of Summer 2015 when the Commission was down to three

members. The Majority of the Commission felt that training for three commissioners was not necessary since new commissioners would soon be appointed and they could benefit from training topics. Therefore, the decision was made to only have meetings when a public hearing was needed.

Overall, there were several items heard by the Commission in the 2015 calendar year. There were 12 public hearing items at the seven meetings that were held. At the November meeting, the Commission, including the two newest commission members discussed training topics that would be helpful to the Commission. At the December meeting, the Deputy City Attorney provided a training session on: the Brown Act, Roberts Rules of Order and FPPC rules. Upcoming training topics include: Development Process and Zoning Code; Design Review Successes; Environmental Review; and New Laws – Legislative Review.

2015	Meeting Held	Public Hearings Items	Other Items	Comments
January	Yes	2		Massage
February	No	--		No Items
March	Yes	2		Massage Rehearing
April	No	--		
May	Yes	2		Don Reyes Outdoor Area/ Rt. 66
June	Yes	4		Starbucks, Buena Vista/ Huntington Center Specific Plan
July	No	--		Three Commissioners No Items
August	No	--		Three Commissioners No Items
September	No	--		Three Commissioners No Items
October	Yes	2	1	City of Hope EIR Scoping, Tattoo, Massage Green
November	Yes		1	Discuss Training Topics
December	Yes		1	New Commissioner Training
	7	12	3	

Notes: Commissioner Hernandez resigned July 2015; Commissioner Kelinski resigned May 2015

Commissioner Lawrence resigned October 2015.

Commissioners Watson-Gardner and Vasquez appointed September 2015; Commissioner Farra appointed December 2015.

If there is a desire to expand the responsibilities of the Planning Commission there are ways to accommodate this. Additional, items could be subject to Planning Commission review. While this idea could give the Planning Commission additional items, Staff would recommend careful consideration to ensure that the streamlining accomplished in the 2010 Development Code adoption not be undone.

Another option would be to combine the Planning Commission's tasks with other Commissions such as the Economic Development Commission and/or the Traffic Safety Commission. Since the loss of redevelopment it has been difficult to generate topics for the EDC to discuss, so of the two commissions to compress it would be a more logical choice. If the Council desires additional staff research on commission consolidation, Staff is happy to conduct additional analysis.

Attachment: Chapter 19.122 Site Plan and Design Review

Chapter 19.122**SITE PLAN AND DESIGN REVIEW****Sections:**

- 19.122.010 Purpose and intent.**
- 19.122.020 Applicability.**
- 19.122.030 Review authority.**
- 19.122.040 Application filing, processing, and review.**
- 19.122.050 Findings and decision.**
- 19.122.060 Conditions of approval.**
- 19.122.070 Issuance of other required permits and approvals.**
- 19.122.080 Minor changes by director.**
- 19.122.090 Post-decision procedures.**

19.122.010 Purpose and intent.

A. *Purpose.* The purpose of this Chapter is to provide a process for the appropriate review of development projects by the applicable City review authority specified in Table 7-2 (Review Authority for Site Plan and Design Review), below.

B. *Intent.* The intent of this Chapter is to ensure that all approved site and structural development:

1. Promotes the orderly development of the City in compliance with the goals, objectives, and policies of the General Plan, any applicable specific plan, and the standards specified in this Development Code;
2. Respects the physical and environmental characteristics of the site;
3. Ensures safe and convenient access and circulation for pedestrians and vehicles;
4. Exemplifies high-quality design practices;
5. Encourages the maintenance of a distinct neighborhood and/or community identity; and
6. Minimizes or eliminates negative or undesirable visual impacts.

19.122.020 Applicability.

A. *Site plan and design review required.* No one shall construct any structure or site improvement, or alter, move, rebuild, relocate, or significantly enlarge or modify any existing structure or site improvement specified in Table 7-2 (Review Authority for Site Plan and Design Review), below, unless a Site Plan and Design Review application is first reviewed and approved or conditionally approved by the applicable review authority in compliance with this Chapter.

B. *Compliance with chapter required.* No Building or Grading Permit shall be issued until the requirements of this Chapter, as applicable, have been met.

19.122.030 Review authority.

A. *Applicable review authority.* The applicable review authority for Site Plan and Design Review shall be as specified in Table 7-2 (Review Authority for Site Plan and Design Review), below, based on the type and/or size of structure or site improvement. Plans subject to review shall meet the standards of review identified in Section 19.122.040 D. Conditions of approval may be imposed through the review process to ensure that the project will be in compliance with those standards. The review authority's decision shall be subject to the findings specified in Subsection 19.122.050 E. Any review items requiring Director, ARB, or Commission review shall be subject to the application process specified in Section 19.122.040 (Application Filing, Processing, and Review). Any application or item subject to Site Plan and Design Review may be referred to a higher review authority in compliance with Subsection 19.122.050 B. (Referral of Application), below, or the review may be automatically elevated in compliance with Subsection C. (Discretionary Review by Other Review Authority), below.

1. *Staff review.* Items listed as Department Staff review in Table 7-2 shall be subject to the review and approval of the Department (Community Development Department) Staff. At the discretion of the Director,

proposals that are listed as Department Staff review items that may have the potential to be incompatible with or have an adverse effect on existing and surrounding property may be elevated to the level of Director or ARB review as provided for in Subparagraphs 2. and 3., below.

2. *Director review.* Items listed as Director review in Table 7-2 shall be subject to the review and approval of the Director. At the discretion of the Director, proposals that are listed as Director review items that may have the potential to be incompatible with or have an adverse effect on existing and surrounding property may be elevated to the level of ARB review as provided for in Subparagraph 3., below.
3. *ARB review.* Items listed as ARB review in Table 7-2 shall be subject to the review and approval of the Architectural Review Board, as defined in Article 9 (Definitions). The

Commission, when acting as ARB, shall also act as the review authority for appeals of Director decisions.

4. *Commission review.* When accompanied by other quasi-judicial action items, or where elevated by the Director or ARB, Commission review shall be subject to the review and approval of the Commission after consideration at a scheduled Commission meeting. The Commission shall also act as the review authority for appeals of ARB decisions.
5. *Council review.* When accompanied by other related legislative action items, the Council may provide the final review decision. The Council shall also act as the review authority for appeals of Commission decisions.

B. *Determination of review authority by director.* The review authority for items not listed in Table 7-2 shall be determined by the Director.

TABLE 7-2 REVIEW AUTHORITY FOR SITE PLAN AND DESIGN REVIEW	Review Level (1) (2)				
	Staff (3)	Director (4)	ARB	Commission	Council
RESIDENTIAL CONSTRUCTION ACTIVITIES (5)					
Residential New Construction					
1-Story Single-family and Two-family	—	—	Decision	Appeal	Appeal
2-Story Single-family and Two-family	—	—	Recommend	Decision	Appeal
Multi-family (attached or detached)	—	—	Recommend	Decision	Appeal
Residential Additions, Modifications, and/or Accessory Structures					
R-1D zone < 250 sq. ft.	—	Decision	Appeal	Appeal	Appeal
R-1D zone > 250 sq. ft.	—	—	Decision	Appeal	Appeal
R-1 and R-2 zones (except R-1D) 1 st -story construction < 600 sq. ft.	Decision	Appeal	Appeal	Appeal	Appeal
R-1 and R-2 zones (except R-1D) 1 st -story construction > 600 sq. ft.	—	Decision	Appeal	Appeal	Appeal
R-1 and R-2 zones (except R-1D) 2 nd -story construction < 250 sq. ft.	—	Decision	Appeal	Appeal	Appeal
R-1 and R-2 zones (except R-1D) 2 nd -story construction between 250 sq. ft. and 600 sq. ft.	—	—	Decision	Appeal	Appeal
R-1 and R-2 zones (except R-1D) 2 nd -story construction > 600 sq. ft.	—	—	Recommend	Decision	Appeal
R-3 and R-4 zones construction including expansion of square footage (main building or accessory structures) or change in number of units	—	—	Decision	Appeal	Appeal

TABLE 7-2 REVIEW AUTHORITY FOR SITE PLAN AND DESIGN REVIEW	Review Level (1) (2)				
	Staff (3)	Director (4)	ARB	Commission	Council
Other Residential Construction or Improvements (6)					
Facade or exterior improvements in the R-1 and R-2 zones	Decision	Appeal	Appeal	Appeal	Appeal
Facade or exterior improvements (inclusive of color changes) in the R-3 and R-4 zones	—	Decision	Appeal	Appeal	Appeal
Fences and walls (all)	Decision	Appeal	Appeal	Appeal	Appeal
Front yard porches	Decision	Appeal	Appeal	Appeal	Appeal
Pools and spas	Decision	Appeal	Appeal	Appeal	Appeal
Roof pitch changes	Decision	Appeal	Appeal	Appeal	Appeal
NONRESIDENTIAL CONSTRUCTION ACTIVITIES					
Nonresidential New Construction (including Accessory Structures)					
All new structures, except accessory structures and signs	—	—	Recommend	Decision	Appeal
Accessory structures	—	Decision	Appeal	Appeal	Appeal
Nonresidential Additions and Modifications					
Additions < 2500 sq. ft.	—	Recommend	Decision	Appeal	Appeal
Additions > 2500 sq. ft.	—	—	Recommend	Decision	Appeal
Other Nonresidential Construction					
Facade or exterior improvements (inclusive of color changes)	—	Decision	Appeal	Appeal	Appeal
Fences and walls (all)	Decision	Appeal	Appeal	Appeal	Appeal
Landscaping	—	Decision	Appeal	Appeal	Appeal
Restriping of parking lots	Decision	Appeal	Appeal	Appeal	Appeal
Roof pitch changes	Decision	Appeal	Appeal	Appeal	Appeal
SIGNS AND SIGN PROGRAMS					
Comprehensive Sign Programs	—	—	Decision	Appeal	Appeal
Signs (excluding freeway and monument signs) permanent and temporary	Decision	Appeal	Appeal	Appeal	Appeal
Freeway signs	—	—	Decision	Appeal	Appeal
Monument signs	—	Decision	Appeal	Appeal	Appeal
OTHER REVIEW					
Joint and Off-Site Parking Plans	—	Decision	Appeal	Appeal	Appeal
Open Space Plans	—	Decision	Appeal	Appeal	Appeal
Outdoor Dining < 800 sq. ft.	—	Decision	Appeal	Appeal	Appeal
Outdoor Dining > 800 sq. ft.	—	Recommend	Recommend	Decision	Appeal
Planned Development Permits	—	—	Recommend	Decision	Appeal
Specific Plans	—	—	Recommend	Recommend	Decision
Subdivisions/Condominiums	—	—	Recommend	Recommend	Decision

Notes:

1. "Decision" means that the review authority makes the final decision on the matter; "Appeal" means that the review authority may consider and decide upon appeals to the decision of an earlier decision-making body, in compliance with Chapter 19.144 (Appeals); "Recommend" means that the review authority should provide preliminary review and forward input to the decision-making review authority for consideration.
2. The review authority may defer action and refer the request to the next higher review authority for the final decision in compliance with Subsection 19.122.050 B. (Referral of Application), below.

3. Process allows Department Staff to include conditions of approval.
4. Process to include findings, conditions of approval, and appeal period.
5. Square footages provided in this table presume a calculation that is all inclusive of aggregate new construction area, including square footage of both habitable and non-habitable structures meeting the definition of new building construction.
6. Facade and/or exterior improvements requiring Site Plan And Design Review include window and door change outs when a Building Permit is required.

19.122.040 Application filing, processing, and review.

A. Application filing.

1. *Staff level reviews.* Staff level review does not require a formal application; however, sufficient detail shall be provided to Department Staff in order to make a determination to approve, conditionally approve, or deny the Site Plan and Design Review.
2. *All other reviews.* All other reviews shall require an application for a Site Plan and Design Review which shall be filed and processed in compliance with Chapter 19.112 (Application Processing Procedures). The application shall include the information and materials specified in the Department handout for Site Plan and Design Review applications, together with the required fee in compliance with the Planning Fee Schedule. It is the responsibility of the applicant to provide evidence in support of the findings required by Section 19.122.050 (Findings and Decision), below. Initial review of the application, including time requirements and requests for information, shall be as provided in Section 19.112.070 (Initial Review of Application).

B. Review with other land use applications. If the project for which the request for Site Plan and Design Review is being made also requires some other discretionary approval (e.g., Conditional Use Permit, etc.), the applicant shall file the information required by Subsection A. (Application Filing), above, together for concurrent review with the application for discretionary approval.

C. Application review.

1. Each application for a Site Plan and Design Review shall be reviewed to ensure that the application is consistent with the purpose of this Chapter; applicable development standards and regulations of this Development Code; and any adopted design guidelines and policies that may apply. Upon receipt of a complete application, the applicable review authority shall review the design, location, site plan configuration, and the effect of the proposed development on surrounding development by comparing the project plans to established development standards, regulations, and applicable design guidelines/policies.
2. Regardless of whether an application is otherwise complete, the Director at his/her sole discretion may require installation of story poles, a massing model or a computer model for new residential and nonresidential structures, and second-story additions to existing residential structures that exceed 1,000 square feet, when it is deemed necessary for application review.
3. Written notice shall be sent to the applicant before consideration of the Site Plan and Design Review application by the applicable review authority in compliance with Chapter 19.146 (Public Notices and Hearings). Additional notice provisions are specified in Subsection F. (Public Hearing and Notice Provisions), below.

4. After the Site Plan and Design Review application has been deemed complete, the review authority shall either approve or deny the Site Plan and Design Review application and, if approved, may impose conditions deemed reasonable and necessary to protect the public health, safety and general welfare and ensure compliance with this Chapter and various regulations of the City in compliance with Section 19.122.050 (Findings and Decision), below.

D. *Standards of review.* When reviewing development plans that are subject to Site Plan and Design Review, the following criteria, in addition to other principles of good design, shall be considered as part of the review:

1. *Compatibility.* Compatibility shall be ensured and determined by use of the following criteria:
 - a. The arrangement, design, location, and size of all structures should be visually harmonious with the project site and with the surrounding sites and structures.
 - b. New development, alteration, and/or enlargement of existing development should enhance and improve the appearance of the project's vicinity and be compatible with the character and quality of surrounding development.
 - c. The proposed development should protect the development site as well as surrounding properties from noise, odor, vibration, and other impacts that may have an adverse impact.
 - d. The height and bulk of proposed structures on the site should be in scale with the height and bulk of structures on surrounding sites, and should not visually dominate their sites or call undue attention.
 - e. The location and configuration of structures should minimize interference with the privacy and views of occupants of surrounding structures.

2. *Architectural design and detail.* Architectural design and detail shall be provided in all proposed development and shall be determined by use of the following criteria and in compliance with the applicable provisions of Chapter 19.44 (Architectural and Design Standards):
 - a. Every effort should be given to design new structures in keeping with a recognized and established architectural style utilizing massing, materials, details, and similar elements of that style.
 - b. Elements of good urban design and architecture should be implemented in all projects including, but not limited to building articulation, building colors, fenestration, massing, materials, and other architectural elements.
 - c. Where no consistent architectural style or pattern is present, building design and massing should be used to complement existing development.
 - d. Architectural treatment of all structures should be visually coordinated.
 - e. Long, plain building walls should be avoided by incorporating building articulation (e.g., arcades, decks, material variation, porches, public art, roofline variation, varied setbacks, and windows) and other similar methods.
 - f. Garish, inharmonious, or out-of-character colors should not be used on any structure, face, or roof visible from the street or from an adjoining site.
 - g. Roof-mounted equipment shall be fully screened. Acceptable methods of screening may include parapet walls or some other creative manner as an architectural solution. Individual equipment screens may only be used for structures after all other methods of screening have been explored.

- h. Rooflines on a structure should create design interest and be compatible throughout the structure and with existing structures and surrounding development.
 - i. The design of the structures, drive-ways, landscaping, lighting, loading facilities, parking areas, signs, solar facilities, and other sight features should show proper consideration for the functional aspects of the site (e.g., automobile, pedestrian and bicycle circulation) and the visual effect of the development on surrounding development.
 - j. Amenities (e.g., arbors, architectural lighting, fountains, hardscape, public art, and trellis) and other design features should be provided on larger development projects.
 - k. Green building practices, in addition to those required by Chapter 19.52 (Sustainable Development Standards) should be used when feasible.
 - l. Electrical rooms with switchgear and similar items should be located within an electrical room and integrated into the building footprint.
 - m. Interior roof access shall be used. Exterior roof ladders are prohibited.
3. *Landscape, lighting, parking, signs, and other design details.* Landscaping, lighting, parking, signs, and other design details shall be provided in all proposed development and shall be determined by use of the following criteria:
- a. *Equipment and utilities.*
 - (1) Utility boxes and other similar equipment should be located where they are well screened from public view.
 - (2) Mechanical equipment on the site shall be appropriately screened from view.
 - (3) When possible, all utilities should be installed underground.
 - b. *Fences/walls.*
 - (1) Fencing, walls, solid waste enclosures, and accessory structures should be harmonious with the principal structure and other structures on the site.
 - (2) Retaining walls that are visible from public views should be limited in height, when possible. Decorative block should be used for all retaining walls. When taller retaining walls are necessary, they should be designed to reduce visual impact.
 - c. *Landscaping.*
 - (1) Landscaping should be designed in a way as to accent the property. Special effort should be given to colorful, creative, and varied planting designs that use native and native-compatible species that provide visual interest and water efficiency.
 - (2) Attention shall be given to selecting parking lot trees that provide shade.
 - (3) When mature trees are present on a site, every effort should be made to assess the value of the trees and, if reasonable, the trees should be incorporated into the proposed landscape plans.
 - (4) Pedestrian paths should be incorporated into site design to provide access and visual interest and to provide the most effective pedestrian access to structures.

- (5) Decorative hardscape should be integrated into project areas to provide visual interest.
 - (6) In the parking and driveway areas, decorative hardscape should be used at driveway access points and nodes in the parking area.
 - (7) In pedestrian areas, decorative hardscape should be used near entries, within patio areas, and at other focal points in the project.
 - (8) All landscaping shall conform to the provisions of Chapter 19.40 (Landscaping).
- d. *Lighting.*
- (1) Lighting shall be located so as to avoid glare and to reflect the light away from adjoining property and rights-of-way while recognizing the importance of security.
 - (2) Wall-mounted lighting fixtures should be decorative and be compatible with the architectural style of the structure(s). Wall packs and fixtures that spread uncontrolled light shall be prohibited.
 - (3) Pole-mounted lighting should be of an appropriate scale to compliment the structure that it serves. Wherever possible, decorative poles and fixtures should be used.
- e. *Parking.*
- (1) Parking and loading facilities should function efficiently with minimum obstruction of traffic on surrounding streets while facilitating on-site circulation.
 - (2) Wherever possible, driveway access to parking areas should have as shallow of slope as possible to provide proper drainage and facilitate ease of access.
- f. *Signs.*
- (1) Signs should be creatively designed so as to improve the aesthetic aspects of the development as well as identify a business or location.
 - (2) With a focus on graphic design, signs shall be clearly readable and shall utilize materials, textures, colors, and illumination that compliment the structure and site design.
 - (3) During project design and review, consideration should also be given to the location and size of signs to ensure visual compatibility and vehicular and pedestrian safety.
 - (4) For ground-mounted signs, landscape shall be incorporated with plans for the signs.
- E. *On-site inspection.* An application for a Site Plan and Design Review may require that the Director perform an on-site inspection of the subject parcel before confirming that the request complies with all of the applicable criteria and provisions specified in this Chapter.
- F. *Public hearing and notice provisions.*
1. A public hearing shall not be required for any Site Plan and Design Review application, except when the Site Plan and Design Review application is accompanied by a companion quasi-judicial or legislative matter that would otherwise require a public hearing, and except for those items specified in Subparagraph 2., below.
 2. Required notice for specified Site Plan and Design Review applications shall be as follows:
 - a. For all single-family new construction structures or single-family second-story additions, notice shall be pro-

vided to all abutting residential property owners before the initial decision.

- b. For all non-single-family new construction structures or additions exceeding 500 square feet and when adjacent to a residential zone, notice shall be provided to all abutting residential property owners before the initial decision.

3. When a public hearing is required, notice of the hearing shall be given and the hearing shall be conducted in compliance with Chapter 19.146 (Public Notices and Hearings).

G. *Appeal provisions.* The review authority's decision may be appealed in compliance with Chapter 19.144 (Appeals).

19.122.050 Findings and decision.

A. *Meets requirements of this chapter.* The review authority shall determine whether or not the application meets the requirements of this Chapter.

B. *Referral of application.*

1. The Director may defer action and refer the application to the next higher review authority for the final decision.
2. If the Site Plan and Design Review application submitted is of significant consequence or magnitude or involves potential public controversy, the ARB may defer action and refer the application to the Commission for review and final decision.
3. The referral shall be placed on the agenda of the next available regular Commission meeting following the referral.

C. *Discretionary review by other review authority.*

1. If the application is filed concurrently with another discretionary land use application, the decision to approve or deny the Site Plan and Design Review shall be made by the authority responsible for reviewing the other discretionary land use application (e.g.,

Conditional Use Permit, etc.) in compliance with the applicable review procedure for the other discretionary review and Table 7-1 (Review Authority).

2. For example, a project for which applications for a Conditional Use Permit and Site Plan and Design Review for a new structure shall have both applications decided by the Commission, instead of the ARB being the final decision-making authority for the Site Plan and Design Review as otherwise required by Table 7-2 (Review Authority for Site Plan and Design Review). In the example cited, the ARB would still consider the Site Plan and Design Review for the new structure and forward a recommendation to the Commission for consideration of both the Conditional Use Permit and Site Plan and Design Review.

3. The decision to approve or deny the Site Plan and Design Review shall be made in compliance with Subsection E (Required Findings), below.

D. *Review authority's action.*

1. An application for a Site Plan and Design Review may be approved, conditionally approved, or denied by the review authority.
2. The Director, ARB, or Commission shall consider an application in a timely manner after it is deemed complete. A decision of the Director, ARB, or Commission shall be made in writing. An approval by Department Staff may be in the form of a signature, stamp, or similar form of documentation.
3. The written decision including any findings and/or conditions of approval shall be mailed to the applicant and kept on file in the Department.

E. *Required findings.* The review authority may approve a Site Plan and Design Review application, only after first making all of the following findings. The proposed development is:

1. Consistent with the General Plan and is in compliance with all applicable provisions of this Development Code and all other City ordinances and regulations;
2. To be constructed on a parcel that is adequate in shape, size, topography, and other circumstances to accommodate the proposed development;
3. In compliance with the applicable criteria specified in Subsection 19.122.040 D. (Application Filing, Processing, and Review), above, and the site is suitable for the proposed development; and
4. Designed and arranged to provide adequate consideration to ensure the public health, safety, and general welfare, and to prevent adverse effects on neighboring property.

19.122.060 Conditions of approval.

In approving a Site Plan and Design Review application, the review authority, including a Staff-level review, may impose conditions deemed reasonable and necessary to ensure that the approval would be in compliance with the findings required by Section 19.122.050 (Findings and Decision), above.

19.122.070 Issuance of other required permits and approvals.

A. *Permits for grading, structures, and uses.* Upon approval or conditional approval of a Site Plan and Design Review, or a revised Site Plan and Design Review, permits may be issued for grading, structures, and uses.

B. *Compliance with site plan and design review.* Grading shall not be commenced and no structure shall be altered, enlarged, erected, moved, or rebuilt subject to the provisions of this Chapter, except in

compliance with the approved Site Plan and Design Review and the conditions imposed on the review.

C. *Determination by director.* Compliance shall be determined by the Director, or in the case of disagreement with the applicant, by the applicable review authority.

D. *Determination by building official.* Before a Building Permit may be issued for any structure in a development requiring Site Plan and Design Review, the Building Official shall make a determination that the proposed structure(s) is in compliance with the approved Site Plan and Design Review.

E. *Expiration.* Construction of improvements permitted by a Site Plan and Design Review approval shall be "exercised" or commenced within 12 months of the actual date of approval in compliance with Section 19.130.060 (Expiration); provided, that this time limit may be increased or decreased, at the time of granting the approval, in order to allow the time limit to be concurrent with any other entitlement to construct identified in this Development Code.

F. *Extension.* Upon receiving a written request before the expiration of any approval time period, the Director may grant an extension for a period not exceeding 12 additional months in compliance with Section 19.130.070 (Time Extensions); provided, that it is found that there has been no subsequent change in the findings, conditions of approval, and applicable regulations governing the approval.

19.122.080 Minor changes by director.

Minor changes in a Site Plan and Design Review that do not involve an increase in structure area or height, an increase in the number of dwelling units, or an intensity of use may be approved by the Director in compliance with Section 19.130.080 (Changes to an Approved Project).

19.122.090 Post-decision procedures.

The procedures and requirements in Chapter 19.130 (Permit Implementation, Time Limits, and

Extensions), and those related to appeals and revocation in Article 8 (Development Code Administration) shall apply following the decision on a Site Plan and Design Review application.