

MEMORANDUM

TO: City Council
FROM: Assistant City Manager
DATE: January 8, 2015
SUBJECT: Comments on Agenda Items, Meeting of January 13, 2015

The City will be hosting a reception at 6pm in honor of the employees and commissioners, who are being recognized for their many years of service and for employees, who will be receiving outstanding achievement awards.

ITEM 6A. The Council will be recognizing City employees and commissioners for years of service that range from 5 to 30 years. We will also be announcing and recognizing the three City employees who are being given Outstanding Achievement Awards this year.

ITEM 6B. A representative from Foothill Unity Center will make a brief presentation about the agency's yearlong "Much More Than Food" 35th Birthday Celebration in 2015. They will also talk about their role with low-income and homeless residents in the City of Duarte as the Federally-designated Community Action Agency for the Foothill Region.

ITEM 6C. The Council will be recognizing Kristin Pugh for her 9 years with the City of Hope as the Associate Vice President for Government and Community Relations.

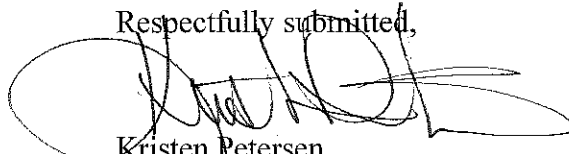
ITEM 12A. The Council is being asked to approve the 2015/16 Budget Calendar, including setting the date and time of the Budget Workshops to be held in May 2015.

ITEM 12B. Staff anticipates receiving a \$325,000 METRO Planning Grant for the Town Center Specific Plan area. Duarte's application was ranked as one of the highest and Metro staff will be recommending Duarte's project for approval at their meeting on January 29th. At this time Staff is recommending that the Council direct staff to bring back a proposal and resolution for the reformation of the Town Center Ad Hoc Committee. Staff is also asking that Council authorize the City Manager to execute a Professional Services agreement in the amount of \$283,946 with MIG Consulting for the preparation of the Town Center Specific Plan and EIR and to authorize a \$325,000 budget amendment, which will provide for the MIG contract and approximately \$40,000 in additional expenses related to illustrative graphics for public presentations and outreach and administrative expenses. All of these amounts will be reimbursed by the METRO planning grant. Please note that the MIG contract will not be executed until after the grant is formally approved by METRO. However, given that the reformation of the Town Center Ad Hoc Committee will take several weeks and must return to Council with a formal Resolution, we would like to begin as soon as possible so that we are ready to move forward with a newly formed committee without delays once the grant is approved and the contract is signed. You will recall that the original 17-member Town Center Ad Hoc Committee was made up of the Economic Development Commission and two appointees from each Councilmember. Staff is recommending that the make up be the same and that the Council have the opportunity to either reappoint their previous appointees or make new

appointments.

ITEM 12C. Staff is recommending that City Council authorize the City Manager to enter into an Exclusive Negotiating Agreement (ENA) with Tipping Investment, LLC for the City-owned properties at 1101 Oak Avenue and 1634 Third Street to negotiate the possible sale and development of the property with a residential project. The 1101 Oak Avenue property is currently operated as the City's North Yard for the storage and parking of Field Services' trucks and equipment. The City's current use of the North Yard can be accommodated at the City's South Yard and other City facilities. The building, which is in need of substantial rehabilitation, has significant accessibility deficiencies. The 1634 Third Street building houses the Chamber of Commerce, Duarte Montessori School and the DCTV studio. This building also has accessibility deficiencies and is in need of improvements. Initiating the ENA does not require that the City agree to sell the properties. It allows the City to work with Tipping Investment to determine the specific type of development for the site and to consider the appropriate sale price. Tipping Investment is owned and operated by Richard Tipping, who was formerly with Bowden Development and served as the project manager on several Duarte projects, including the townhomes located adjacent to the Andres Duarte Plaza. The proposed ENA gives the Tipping Investment six months to evaluate the development of the site, meet with the neighborhood to get input regarding proposed development and negotiate with the City. If the ENA process is successful, the next step would be to bring a Disposition and Development Agreement to the City Council for consideration. Staff met with the current tenants of the 1634 Third Street building in advance of this meeting and have made them aware of the possible future development of this site.

Respectfully submitted,



Kristen Petersen
Assistant 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 – DECEMBER 9, 2014

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 Duarte Senior Center Dining Hall, 1610 Huntington Drive, Duarte, California. Mayor Paras-Caracci called the meeting to order at 7:05 p.m.
RECORDATION OF ATTENDANCE	The following were in attendance: PRESENT: Fasana, Finlay, Kang, Reilly, Paras-Caracci ABSENT: None ADMINISTRATIVE STAFF PRESENT: City Manager George, City Attorney Melching
ADOPTION OF AGENDA	Reilly moved, Finlay seconded to adopt the Agenda, as amended to adjourn in memory of Paul Rojas and Steve Alvarez, and carried unanimously.
PLEDGE TO THE FLAG	Ryan Nguyen led the Pledge of Allegiance to the Flag.
MOMENT OF REFLECTION	A moment of reflection was observed. City Council asked that letters of congratulations be sent to the two new County Supervisors, Sheriff, Assessor, and Bryan Urias.
FITNESS/MENTAL WARM-UP	Finlay provided the warm-up.
SPECIAL ITEMS Recognition–Duarte Teen Center Mural artists	Cesar Monsalve provided a visual presentation of the murals at the Teen Center. Mayor Paras-Caracci presented certificates to Mayra Beltran, Tamera Barron, Abryanna Howard, and Rayven Searles for their creativity, artistry, and talent.
Recognition – Ryan Nguyen Eagle Scout	Mayor Paras-Caracci presented a certificate to Ryan Nguyen for achieving the rank of Eagle Scout, and congratulations were extended.
Presentation by Duarte Historical Society	Claudia Heller, Duarte Historical Society, presented an overview of the Society and the Museum, including its mission, regional impact, annual programs, tours, activities, fundraising, dues, background, and board of directors.
Public Safety Update	Brian Villalobos presented the public safety update, including crime statistics, email alerts, extra patrols, and graffiti, and answered questions from Councilmembers pertaining to fingerprinting and tagging. Fasana requested staff to report back about the status of fingerprinting services.

Redevelopment Dissolution Update	Jeff Melching presented an update about dissolution of redevelopment, including the legislative process, implementation, and litigation.
ANNOUNCEMENTS	Joanna Gee, Duarte Library, announced upcoming classes, open houses, and story times in December and January. Karen Herrera presented community announcements about City events and activities in December and January.
ORAL COMMUNICATIONS	The following spoke on items not on the Agenda. Alan Heller – Historical Society building maintenance. Steve Hernandez – City Council, staff.
ITEMS ADDED TO CONSENT (Out of sequence)	This item was considered later in the meeting. Reilly moved, Kang seconded to add attendance at Citrus College Centennial Gala, January 10, 2015, in Claremont, to Item 10.I, and carried unanimously.
CONSENT CALENDAR	Finlay moved, Kang seconded to approve the Consent Calendar, as amended, as follows, and carried unanimously. Approve Items A, B, C, D, E, I. Remove Items F, G, H.
ITEMS REMOVED Item F – MOU – L.A. Homeless Services Authority – Count	George presented a staff report about the item. Karen Herrera answered questions from Councilmembers pertaining to training and past participation.
ITEM F – Approved	Reilly moved, Finlay seconded to authorize the City Manager to execute a Memorandum of Understanding with the Los Angeles Homeless Services Authority to participate in the 2015 Greater Los Angeles Homeless Count, and carried unanimously. Kang inquired about a mitigation plan pertaining to the homeless at the future train station. George stated staff would check if any studies or analyses of that situation are available.
Item G – Council Bill 14-R-28 Accept CalGRIP grant	Item G–Council Bill 14-R-28 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE ACCEPTING THE CALIFORNIA GANG REDUCTION AND INTERVENTION PROGRAM (CalGRIP) FUNDING OF \$325,171 PER YEAR DURING 2015, 2016, AND 2017, AND THE BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC) RECOMMENDATIONS FOR ADMINISTERING THE GRANT Brian Villalobos presented a staff report about the item, and answered questions from Councilmembers.
ITEM G – Approved RESOLUTION NO. 14-28	Fasana moved, Reilly seconded to adopt Resolution No. 14-28, and carried unanimously.
Item H – Light L.A.	George presented a staff report about the item.
ITEM H – Approved	Reilly moved, Kang seconded to authorize the City to participate in the local Los Angeles Gun Violence Prevention Network's

“Light L.A.” gun violence memorial event on December 11, 2014, and to authorize staff to publicize the event on the City’s communication platforms, and carried unanimously.

BUSINESS ITEMS

Intergovernmental Organizations

Mayor Paras-Caracci stated effective January 2015, the compensation for Foothill Transit will be \$150 per month. There was discussion about the Director position on the Sanitation Districts.

Kang moved, Finlay seconded to approve the following appointments to intergovernmental organizations, and carried unanimously.

Area “D” Emergency Services

City Manager – Representative

Full Council – Alternates

California Contract Cities

Liz Reilly – Delegate

Margaret Finlay – Alternate

City Selection Committee (County)

Tzeitel Paras-Caracci – Delegate

Full Council – Alternates

Community Education Council

Samuel Kang – Representative

Tzeitel Paras-Caracci – Alternate

Duarte Community Service Council

Samuel Kang – Representative

Tzeitel Paras-Caracci – Alternate

Duarte Education Foundation

Margaret Finlay – Representative

Liz Reilly – Alternate

Foothill Employment and Training Consortium

Samuel Kang – Delegate

Liz Reilly – Alternate

Foothill Transit

Tzeitel Paras-Caracci – Delegate

Samuel Kang – Alternate

Gold Line Phase II JPA

Liz Reilly – Delegate

Tzeitel Paras-Caracci – Alternate

Joint Powers Insurance Authority

Margaret Finlay – Director

City Manager/Full Council – Alternates

League of California Cities

Samuel Kang – Delegate

Full Council – Alternates

San Gabriel Valley Council of Governments

John Fasana – Governing Board Representative

Margaret Finlay – Alternate Governing Board Representative

San Gabriel Valley Economic Partnership

Samuel Kang – Representative

Full Council – Alternates

San Gabriel Valley Vector Control District

Margaret Finlay – Representative

Sanitation Districts #15 and #22

Tzeitel Paras-Caracci – Director

Margaret Finlay – Alternate

Southern California Association of Governments

Margaret Finlay – Representative

Full Council – Alternates

Burrtec Amendment No. 6 and
Rate Adjustment

George presented a staff report about the proposed amendment to the Burrtec contract and rate adjustment.

Richard Niño, Burrtec, answered questions from City Councilmembers pertaining to street sweeping costs.

Finlay moved, Fasana seconded to approve Amendment No. 6 to the Burrtec Refuse Collection and Recycling Agreement, and to approve Burrtec's annual refuse collection and recycling rate adjustment, and carried unanimously.

Policy/Procedures – Electronic
Sign and Website Calendar

George presented a staff report about the item.

Reilly inquired about non-profit organizations who charge for admission to their events.

Melching stated the document can be amended to include language pertaining to and clarifying announcements of events from non-profit organizations that charge admission.

Fasana moved, Reilly seconded to approve the policy and procedures for use of the City's electronic sign and website community calendar, as amended to include language to be provided by the City Attorney pertaining to and clarifying announcements of events from non-profit organizations that charge admission, and to approve the electronic sign/website community calendar application, and carried unanimously.

Audited Financial Statements
Fiscal year ended 6/30/14

Kristen Petersen provided a staff report and PowerPoint about the audited financial statements for fiscal year 2013-14, and answered questions from Councilmembers pertaining to post-employment benefits and GASB 45 report.

Reilly moved, Kang seconded to receive and file the audited financial statements for the fiscal year ended June 30, 2014, and carried unanimously.

ITEMS FROM CITY COUNCIL/
CITY MANAGER

GEORGE: Wished all happy holidays.

FINLAY: Attended SCAG Economic Summit, provided information about topics discussed, wished all happy holidays, and inquired if there are laws about drones in our City. Melching stated he will look into it.

FASANA: Attended reception for Bryan Urias, performance at Hayden Childcare Center, grand opening for Dr. Diane Hernandez, and City Selection Committee meeting, stated he was nominated by the San Gabriel Valley cities sector to serve as a member to the MTA, and requested a report back about a detailed action plan and update for the Army Corps of Engineers bike trail, and suggested the Corps could attend a Council meeting.

REILLY: Attended the play at Hayden Childcare Center, community concert, and Valley View winter program, stated she is looking forward to the Special Olympics, thanked APU, she is looking forward to the Gold Line coming to Duarte, and wished all happy holidays.

KANG: Attended swearing-in ceremony for County Assessor Jeffrey Prang, meeting with 50 most affluent Chinese-American entrepreneurs, and youth concert, stated we need to take care of the last mile, suggested a route to where RC planes are flown, and wished all happy holidays.

PARAS-CARACCI: Attended Duarte Community Coordinating Council toy drive at the Elks Lodge, congratulated Dr. Diane Hernandez on her grand opening, attended craft sale at the Historical Society and youth concert, congratulated Maestro Fung Ho, announced Hello Kitty exhibit at Duarte Museum in January, and wished all happy holidays.

ADJOURNMENT

The meeting was adjourned at 9:22 p.m. in memory of Paul Rojas and Steve Alvarez.

Mayor Tzeitel Paras-Caracci

ATTEST:

City Clerk

BOARD OF EDUCATION

Ken Bell
Reyna Diaz
Jim Dinsmore
Douglas Edwards
Tom Reyes



DUARTE UNIFIED SCHOOL DISTRICT

1620 HUNTINGTON DRIVE, DUARTE, CA 91010
Phone (626) 599-5000 - Fax (626) 599-5069

December 12, 2014

Darrell George, City Manager
City of Duarte
1600 Huntington Drive
Duarte, CA 91010

Dear Darrell,

The Duarte Unified School District is pleased to announce that at its Organizational Meeting of December 11, 2014, the Board of Education appointed Mr. Jim Dinsmore as Representative to serve on the City of Duarte Public Safety Commission.

If you have any questions, please feel free to contact me.

Sincerely,

Terry Nichols, Ed.D.
Superintendent

TN/mr

cc: Jim Dinsmore
Karen Herrera, City of Duarte

BOARD OF EDUCATION

Ken Bell
Reyna Diaz
Jim Dinsmore
Douglas Edwards
Tom Reyes



DUARTE UNIFIED SCHOOL DISTRICT

1620 HUNTINGTON DRIVE, DUARTE, CA 91010
Phone (626) 599-5000 - Fax (626) 599-5069

December 12, 2014

Kristen Petersen, Assistant City Manager/
Agency/Housing Authority Assistant Executive Director and
Director of Administrative Services
City of Duarte
1600 Huntington Drive
Duarte, CA 91010

Dear Ms. Petersen:

The Duarte Unified School District is pleased to announce that at its Organizational Meeting of December 11, 2014, the Board of Education appointed Mr. Tom Reyes as Representative to serve on the City of Duarte Parks and Recreation Commission.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script, reading "Terry Nichols".

Terry Nichols, Ed.D.
Superintendent

TN/mr

cc: Tom Reyes
Karen Herrera, City of Duarte

JAN 05 2015

CITY OF DUARTE

December 30, 2014

Craig Hensley, AICP
Community Development Director
City of Duarte
1600 Huntington Drive
Duarte, CA 91010-2592

Dear Craig:

I am writing to inform you and the Economic Development Council, that as of January 1, 2015 I am moving from Duarte to Carson, CA.

As a result of the move I am submitting my resignation from the EDC effective 1/1/2015.

I have really enjoyed serving on the Council and I hope I have been able to contribute even if in a small way.

I wish you all the best in the future and hope that the city of Duarte continues on the path of excellence.

Sincerely,



Christopher J. Doyle

New Address:

24617 Marbella Ave.
Carson, CA 90745

From: "Villalobos, Brian C." <BCVillal@lasd.org>
Subject: **FW: Public Safety Commission Resignation**
Date: January 5, 2015 2:56:36 PM PST
To: "herrerakaren@accessduarte.com" <herrerakaren@accessduarte.com>,
"akanam@accessduarte.com" <akanam@accessduarte.com>

To: Villalobos, Brian C.
Subject: Public Safety Commission Resignation

Brian,

As follow-up to last night's announcement, I will be resigning my seat on the Public Safety Commission as I will be moving out of the City of Duarte after the first of the year. It has been a great pleasure to serve the citizens and community of Duarte. I know I didn't say it, but you are doing great work for the City and you should be proud of your accomplishments.

K

Kevin Costa, Deputy Fire Chief
Pasadena Fire Department
215 N Marengo Suite 195
Pasadena CA 91101
626.744.4745 office, 626.396.7633 fax
kcosta@cityofpasadena.net

MEMORANDUM

TO: Mayor and Councilmembers
FROM: Darrell J. George, City Manager
DATE: January 8, 2015
SUBJECT: Conference Attendance – City Council Meeting of January 13, 2015



International Council of Shopping Centers
Real Estate Conference (RECon)
May 17-20, 2015
Las Vegas Convention Center, Las Vegas
Registration: \$570
Hotel: \$139-\$199 per night

International Council of Shopping Centers
1221 Avenue of the Americas, 41st Floor
New York, NY 10020-1099



May 17 – 20, 2015
Las Vegas Convention Center
Las Vegas, NV
#RECon15



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MORE INFORMATION



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RECON PROGRAM-AT-A-GLANCE

SATURDAY MAY 16

12:00 noon – 6:00 pm Registration

SUNDAY MAY 17 – PROFESSIONAL DEVELOPMENT DAY

8:00 am – 5:00 pm Registration

9:00 am – 12:30 pm Educational Sessions

1:00 – 2:15 pm Opening Keynote Presentation and VIVA's Ceremony

2:30 – 5:00 pm Educational Sessions

5:30 – 7:00 pm U.S. MAXI Awards Ceremony

6:00 – 9:30 pm ICSC Foundation Gala Dinner

7:30 – 9:30 pm Opening Reception at Encore Beach Club

MONDAY MAY 18

7:00 am – 5:00 pm Registration

8:00 am – 5:00 pm Leasing Mall/Marketplace Mall/SPREE RECon

9:00 am – 12:00 pm Educational Sessions

12:30 – 2:00 pm Lunch and Keynote Presentation

2:30 – 5:30 pm Educational Sessions

3:30 – 5:00 pm Cities of the World Reception

TUESDAY MAY 19

6:30 am – 5:00 pm Registration

7:00 – 8:30 am Meet the Trustees Breakfast

8:00 am – 5:00 pm Leasing Mall/Marketplace Mall/SPREE RECon

9:00 am – 12:00 pm Educational Sessions

12:30 – 2:00 pm Lunch and Keynote Presentation

2:30 – 5:30 pm Educational Sessions

WEDNESDAY MAY 20

7:00 am – 2:00 pm Registration

8:00 am – 2:00 pm Leasing Mall/Marketplace Mall/SPREE RECon

All Educational Sessions and Keynote Presentations to be held in the Westgate Resort & Casino (formerly the LVH).

Schedule is tentative and subject to change.

REGISTRATION FEES

REGULAR REGISTRATION FEES:

	EARLY BIRD	ADVANCE	ON-SITE
Member*:	\$530	\$570	\$720
Non-Member:	\$1,120	\$1,120	\$1,430
Student Member**:	\$50	\$50	\$50

Access to the Full Convention Program includes two lunches, receptions, Professional Development Day (Sunday), Leasing Mall, Marketplace Mall, and SPREE RECon.

BEST VALUE REGISTRATION FEES:

	EARLY BIRD	ADVANCE	ON-SITE
Member*:	\$625	\$665	\$815
Non-Member:	\$1,215	\$1,215	\$1,525
Student Member**:	\$145	\$145	\$145

The Best Value Package not only includes your RECon Regular Registration convention registration, but you will also enjoy unlimited, 24/7 access to the ICSC Digital Knowledge Center and experience up to 25 hours of audio recorded LIVE at RECon – all synchronized to presenters' PowerPoint presentations, downloaded MP3s, and presenter handouts.

PROFESSIONAL DEVELOPMENT DAY — SUNDAY, MAY 17:

ADVANCE/ON-SITE: \$250

This fee is for the **Professional Development Day** on Sunday, including all conference sessions and Academy courses.

Those with RECon Regular Registration or Best Value Package Registration do **NOT** need to add on this fee, as it is included in your registration fee. Those who have a free Exhibitor, Marketplace Mall, MAXI or SPREE RECon badge and would like to attend Professional Development Day sessions must register for this option.

* To qualify for the member rates, each registrant must be an ICSC member. A company membership does not entitle every employee of that company to register at the member rates.

** Registrants must be ICSC student members to qualify for the student rates.

All attendees and exhibitors are required to have an ICSC-issued color photo badge for access to the Convention. To submit a photo, visit www.icsc.org/membership/photo-upload-instructions

BECOME A MEMBER AND SAVE ON REGISTRATION!

ICSC MEMBERSHIP FEES

Regular and Associate:	\$800
Affiliate:	\$125
Public/Academic:	\$100
Public/Academic Affiliate:	\$50
Student:	\$50

For complete program, registration, exhibition information and forms, visit

www.icscrecon.org

REGISTRATION DEADLINES

DECEMBER 12, 2014

Early Bird Deadline – Members Save \$40

MARCH 27, 2015

Register and submit a photo by deadline to receive your badge in the mail. No badges will be mailed without a photo. Registrants who pay the member rate must be a member in good standing on March 27 to retain that rate and receive a badge in the mail.

APRIL 30, 2015

Deadline to receive advance registration fee.

MAY 16, 2015

Registrations will be accepted on-site in Las Vegas.

HOW TO REGISTER

Online: www.icscrecon.org

Fax: +1 732 694 1800

Mail: International Council of Shopping Centers
P.O. Box 26958
New York, NY 10087-6958, USA

TRANSFERS/CANCELLATIONS

If you are unable to attend RECon, you may transfer your registration (member to non-member transfer requires higher registration fee be paid). After badges are mailed, the original registrant's badge must be returned at time of transfer. You may cancel your registration up to March 27, 2015 and receive a refund. All cancellations will be subject to a \$25 fee and must be received by ICSC in writing. No refunds will be issued after March 27, 2015.



MEMORANDUM

TO: Darrell J. George, City Manager
FROM: Kristen Petersen, Assistant City Manager
DATE: January 5, 2015
SUBJECT: FISCAL YEAR 2015-16 BUDGET CALENDAR

Background

Attached is the proposed calendar for the fiscal year 2015-16 budget preparation process.

As shown on the attached calendar the City Council budget workshops have been tentatively scheduled for May 4th and May 5th 2015. Staff would like to start the budget workshop at 5pm. Typically, we are able to complete this phase in one meeting, but we have scheduled a second date in case it is needed. At this time, it would be helpful for the City Council to set specific times and dates for its budget workshop meetings.

Recommendation

It is recommended that the City Council approve the attached budget calendar, and set a specific start time and date for its budget workshop.

**BUDGET CALENDAR
FISCAL YEAR 2015-16**

January 12	Mid-year instructions and budget materials are distributed to departments.
January 22	Completed mid-year materials are due from departments.
February 9-12	Meetings scheduled as necessary with City Manager to review department mid-year projections.
February 24	Mid-year budget report presented to City Council
February 25	City Manager and department heads meet to establish budget parameters.
March 2	Budget preparation instructions and materials are distributed to departments.
March 12	Completed budget materials are due from departments.
March 23	Meetings scheduled as necessary with City Manager and department heads to review budget requests.
April 2	Preliminary budget surplus/deficit projection completed.
April 13-16	City Manager/City Council one-on-one review budget requests.
May 4 & 5	City Council budget workshop.
May 26	Gann Limit calculation submitted to City Council for approval.
June 9	Final budget submitted to City Council for approval.



MEMORANDUM

TO: Mayor and City Council
FROM: Craig Hensley, AICP, Community Development Director
DATE: January 13, 2015
SUBJECT: Selection of MIG Consulting as Lead Consultant for Preparation of a Specific Plan and Supplemental EIR for the Town Center Specific Plan and Authorize the City Manager to Execute a Professional Services Agreement in the Amount of \$283,946; Budget Amendment to Provide Project Funding; Provide Project Funding and Provide Direction to Staff on Forming a Town Center Ad Hoc Committee

RECOMMENDATION

Staff recommends that City Council:

- 1) authorize the City Manager to execute a Professional Services Agreement (PSA) in the amount of \$283,946 with MIG Consulting for preparation of a Specific Plan and supplemental EIR. The PSA will not receive final signature until the METRO planning grant funding is finalized;
- 2) Approve a budget amendment of \$325,000 to provide funding for the entire project;
- 3) Direct Staff to bring back to a proposal to re-form the Town Center Ad Hoc Committee.

BACKGROUND

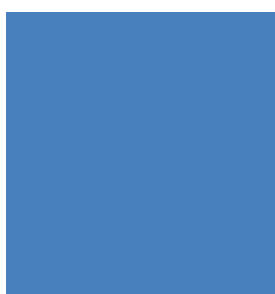
The City of Duarte anticipates receiving a METRO Planning Grant for the Town Center Specific Plan area. This grant is similar to the grant that the City received to complete the Duarte Station Specific Plan. Metro staff has recommended that the Duarte project be funded and Duarte's proposal was one of the highest ranked applications. Final grant approval is anticipated to be given at the January Metro Board meeting. Although funding will not be available for a few more weeks, Staff feels that it is important to begin making progress, since organizing the Town Center Ad Hoc Committee may take a few weeks.

A zoning and economic development document for the town center area has long been a goal for the community. Moving forward with a specific plan for this area will implement the final report of the Town Center Ad Hoc Committee that recommended that zoning be changed to define the City's desire for mixed use and more intense development. The specific plan area addressed by the grant proposal is slightly larger than the area that the Committee recommended. The expanded area includes several properties east of Highland Avenue to Santo Domingo. This area was added to better relate to the proximity to the Duarte Gold Line Station.

Staff is recommending MIG as the lead consultant because of the firm and its staff's unique experience. MIG was the consultant that prepared the Town Center Vision Plan that was completed in 2003. Christopher Beynon, the staff that will co-manage this project was project manager for that vision plan. MIG's other co-manager will be Laura Stetson who was the project manager for the 2010 Development Code update when she worked for Hogle-Ireland. This experience, coupled with a good price, the prior contract for the Duarte Station Specific Plan was for \$400,000, makes MIG an excellent choice for the project.

Staff is also recommending a \$350,000 budget amendment to provide for the project costs that consist of the: consultant contract; additional funds (\$40,000) for illustrative graphics for public presentations; opinion survey and other public outreach; and related administrative costs. This additional be an initial expense for the City, however, METRO will reimburse these expenses through the grant. There is no cash match required for this project, however, a \$50,000 match of in-kind services (Staff time and related costs) is required by the City.

In March 2013, the Town Center Ad Hoc Committee presented its final report to the Council. The Committee recommended a specific plan be prepared and that when that process starts that the Committee should be reformed. The 17 member Committee was made up of the Economic Development Commission and two appointees from each Councilmember. Staff recommends that the make up remain the same but that the Council have the opportunity to either reappoint or make new appointments. The Town Center Ad Hoc Committee is temporary in nature and would be created by Resolution. If the Council selects this path, Staff will bring back a resolution to establish the Town Center Ad Hoc Committee at a future meeting.



CITY OF DUARTE Town Center Specific Plan

PROPOSAL | DECEMBER 10, 2014



537 S. RAYMOND AVENUE | PASADENA, CA 91105
(626) 744-9872 | WWW.MIGCOM.COM

In association with:
ITERIS, INC.



December 10, 2014

Craig Hensley
Community Development Director
City of Duarte
1600 Huntington Drive
Duarte, CA 91010

Re: Revised Request for Proposal – Town Center Specific Plan and Supplemental EIR

Dear Mr. Hensley:

The **MIG Team** is pleased to submit our revised proposal to work with you to achieve the community's goals for the Duarte Town Center. As we discussed, the City looks to create a Specific Plan based on the Town Center Vision developed in 2003. That Vision was confirmed in 2013 by the Ad Hoc Committee. With developer interest in redeveloping several parcels, the City wishes to prepare a Specific Plan that will allow the Vision to be implemented quickly and coherently. The MIG Team provides the ideal combination of **skills, know-how, creativity and related experience** to achieve this for the City. Key strengths of the MIG Team include:

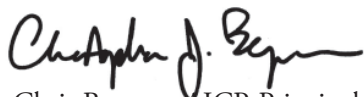
Unmatched experience in innovative, results-oriented planning and design for city centers. Our team members are national leaders in downtown planning, urban design, streetscape design, economics, transportation and infrastructure. From major cities such as Los Angeles and Denver to smaller cities like Tustin, Laguna Beach and North Las Vegas, MIG staff are recognized as premier downtown specialists. Recent downtown and streetscape Specific Plans include the Long Beach Pine Avenue Streetscape Plan, Anaheim Canyon Specific Plan, San Pablo Avenue Specific Plan (City of El Cerrito), Hawthorne Downtown Specific Plan and many more. MIG also has **local experience in Duarte**, having helped the City complete the 2003 Town Center Vision and the Comprehensive Development Code update.

Expert knowledge of CEQA and project streamlining. MIG has extensive experience preparing specific plans and EIRs concurrently, in turn **making the process more time and cost efficient**. We will prepare a Supplemental EIR that includes comprehensive and defensible CEQA analysis up front, thereby minimizing the need for additional CEQA analysis in the future and ensuring that projects get built.

Processes and products that result in specific, clear implementation. Our approach emphasizes **strategic and streamlined implementation** – building in tools to advance new public improvements, stimulate community investment and spur revitalization resulting in real, tangible change.

The MIG Team is passionate about the health and vibrancy of downtowns, their surrounding neighborhoods and the connective tissue of people and community that binds them. We would be honored to work with you on this important undertaking. Please contact me with any questions by e-mail at chrisb@migcom.com or telephone at 510-845-7549 or Laura Stetson at lstetson@migcom.com and (626) 744-9872.

Sincerely,



Chris Beynon, AICP, Principal

About MIG Inc.

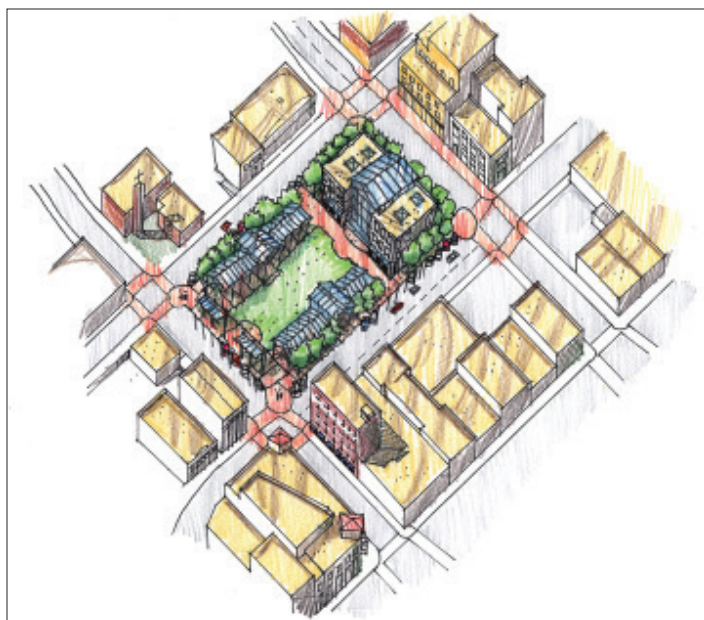
MIG, Inc., is a multidisciplinary firm that focuses on developing plans that can be implemented. Our unique combination of design, management and communications expertise allows us to conduct planning in a highly interactive process involving all constituent groups. Through MIG's participatory planning process, client goals and community interests work together to frame key issues and generate workable solutions.

At MIG, the diversity of our staff provides a base of knowledge that bridges technical expertise and values as well as facilitates the exchange of information and input between all parties engaged in the planning process. Staff backgrounds range from urban design and regional planning to environmental design, public participation, landscape architecture, architecture, communications and public policy. Every project is viewed as a new opportunity to apply our expertise as well as to employ new approaches and techniques. Our work is characterized by a dedication to quality, a flexible approach, creativity in planning and design as well as a commitment to completing projects on time and within budget.

MIG was founded in 1982 and headquarters are located in Berkeley, California. We have nine offices throughout the Western United States, including a local office in Pasadena. MIG employs a total of 180 professional personnel in our combined locations.

Areas of Expertise

- Community Planning and Urban Design
- Specific Plans and Zoning
- Streetscapes and Corridors
- CEQA and NEPA Compliance Documentation
 - *Mitigated Negative Declarations*
 - *Environmental Impact Reports*
- Visual Simulations/Shade and Shadow Analysis
- Historic Preservation
- Ecological Design and Landscape Architecture
- Trails, Natural Areas and Greenways
- Strategic Communications and Graphic Design
- Community Outreach and Involvement
- Facilitation and Consensus Building
- Mapping and GIS Analysis
- Contract Staffing
- Entitlements and Due Diligence



TEAM INTRODUCTION

Key Personnel Roles and Organization

MIG, Inc. has designed a team that will work collaboratively with Duarte staff to deliver the technical expertise, effective community engagement and engaging plan documents for the Town Center Specific Plan and Supplemental EIR.

Christopher Beynon, AICP is MIG's firm wide Director of Planning and Design Services and will serve as Principal-in-Charge of the project. Mr. Beynon has been the guiding force behind many of MIG's most innovative downtown and community planning processes, including the Anaheim Canyon Specific Plan, San Bruno Downtown Transit Corridors Specific Plan and Downtown Napa Specific Plan. Mr. Beynon served as the lead planner for the 2003 Duarte Town Center Vision. Project Manager, **Genevieve Sharrow**, brings a wealth of experience in land use planning, specific plans, zoning and urban design. She has successfully managed several major Specific Plan projects and will ensure that the project remains on schedule and budget. The project management team will be responsible for coordination of MIG's internal staff and our subconsultants as well as collaborating with Duarte staff.

Laura Stetson will serve as a Strategic Advisor to the team to provide additional expertise on Duarte's past planning efforts.

Phil Myrick is MIG's placemaking expert and will contribute his ideas and insights into creating vibrant street scenes and building edges that encourage commerce and community interaction.

In addition to the project management team, MIG's talented staff will provide geographic analysis, scenario and visualization support, urban design and integrated policy and implementation program development with proven experience on projects around the country.

Additionally, we are pleased to include **Iteris, Inc.** as part of the MIG Team to assist with mobility planning and traffic analysis.

Specific team member resumes, project experiences and references are included on the following pages.



KEY PERSONNEL RESUMES

Chris Beynon, AICP

PRINCIPAL-IN-CHARGE

AREAS OF EXPERTISE

Downtowns / Urban Planning and Design
Public Participation / Community Development
Project Management

QUALIFICATIONS

Chris Beynon is a national leader in downtown planning, design and implementation. He provides extensive experience and a comprehensive set of skills in urban planning and design, land use planning, group facilitation, and consensus building. Chris has a proven track record of effectively developing successful plans based on an understanding of development requirements; retail, cultural and entertainment district creation; the role of green space and the public realm in downtown revitalization; and how to translate visions and concepts into action-oriented projects, policies and programs.

Chris' downtown experience is diverse and includes large, medium and small cities in both urban and more rural settings throughout California and the United States. In addition, Chris has utilized his skills and knowledge to manage a variety of other community and land use planning projects, including complete streets design and corridor plans, transit-oriented development plans, higher education campus master plans, city General Plans, new community development plans and park master plans.

CERTIFICATIONS

- American Institute of Certified Planners

AFFILIATIONS

- International Downtown Association, Board Member
- American Planning Association

AWARDS

- 2012 Merit Award Winner, International Downtown Association: Charlotte Center City 2020 Vision Plan
- 2008 Merit Award Winner, International Downtown Association: Denver Downtown Area Plan

EDUCATION

- Masters of Geography, Urban Planning Program
Department of Geography
University of Utah, Salt Lake City
- Bachelor of Science, Journalism
University of Colorado, Boulder

RELEVANT EXPERIENCE

- Long Beach Downtown Strategic Plan, *Long Beach, California*
- Downtown Rialto Strategic Action Plan, *Rialto, California*
- San Clemente Downtown Master Plan, *San Clemente, California*
- Anaheim Canyon Specific Plan, *Anaheim, California*
- San Pablo Avenue Specific Plan, *El Cerrito and Richmond, California*
- San Bruno Downtown Transit Corridors Specific Plan, *San Bruno, California*
- Los Angeles Downtown Development Strategy, *Los Angeles, California*
- Denver Downtown Area Plan, *Denver, Colorado*
- Strategic Action Plan for Downtown, *Fort Worth, Texas*
- Tempe Downtown Visioning, *Tempe, Arizona*
- Napa Downtown Specific Plan, *Napa, California*
- Calgary Downtown Retail, Urban Design and Branding Strategy, *Calgary, Canada*
- Dallas Complete Streets Design Manual, *Dallas, Texas*
- Boston Downtown Crossing Strategy, *Boston, Massachusetts*
- Downtown Sacramento Strategic Action Plan, *Sacramento, California*
- Stockton Downtown Strategic Action Plan, *Stockton, California*
- Railroad Avenue Transit-Oriented Development Specific Plan, *Pittsburg, California*
- Lodi Downtown Transit-Oriented Development Design Guidelines, *Lodi, California*

KEY PERSONNEL RESUMES

Genevieve Sharrow

PROJECT MANAGER

AREAS OF EXPERTISE

General Plans / Housing Elements / Zoning Ordinances
Environmental Analysis

QUALIFICATIONS

Genevieve Sharrow provides a broad range of planning and planning related services to clients. Ms. Sharrow's primary responsibilities include preparing environmental documents pursuant to CEQA (IS/MNDs, EIRS, Addendums) and long-range planning documents such as General Plans, Zoning Ordinances and HUD compliance documents (Consolidated Plans, Action Plans and Analyses of Impediments to Fair Housing Choice).

Genevieve's CEQA experience spans diverse projects at a variety of analysis levels. She excels at completing succinct, thoroughly researched and defensible environmental review for both development and program-level projects. She has prepared air quality and greenhouse gas emissions assessments utilizing the latest CalEEMod software and is well-versed in the latest developments related to climate change.

Genevieve has experience with public participation and outreach as an integral component of projects especially as related to General Plans and HUD compliance documents. She has led facilitated discussions with stakeholders, conducted one-on-one interviews, participated in large open-house meetings with community members, created and administered surveys as well as given presentations for interest groups, Planning Commissions and City Councils.

In prior positions before joining MIG, Ms. Sharrow worked with underserved populations at a domestic violence shelter and assisted with development of an outreach program related to sustainable development for a local jurisdiction.

PROFESSIONAL AFFILIATIONS

- American Planning Association (APA)

EDUCATION

- Master of Arts, Urban Planning
University of California, Los Angeles
- Bachelor of Arts, Social Anthropology
University of Michigan

RELEVANT EXPERIENCE

- Costa Mesa Land Use and Circulation Elements and EIR, *Costa Mesa, California*
- San Bernardino Housing Element, *San Bernardino, California*
- Burbank Housing Element, *Burbank, California*
- Azusa Housing Element, *Azusa, California*
- Baldwin Park Housing Element, *Baldwin Park, California*
- La Palma Focused General Plan Update, *La Palma, California*
- Vernon General Plan Update EIR, *Vernon, California*
- Rosemead General Plan EIR, *Rosemead, California*
- Garden Grove Housing Element, *Garden Grove, California*
- Loma Linda Housing Element Update, *Loma Linda, California*
- Initial Studies/(M)NDs/Addendums to EIRs for Zoning Amendments, *Baldwin Park, Duarte, Monterey Park, Garden Grove, and Redwood City, California*
- Initial Studies/(M)NDs for Housing Elements, *Azusa, West Covina, and Baldwin Park, California*
- Initial Studies/(M)NDs for Proposed Wireless Telecommunications Facilities and a Church, *Monterey Park, California*
- Initial Studies/(M)NDs for Proposed Assisted Living Facilities, *Sierra Madre and Whittier, California*
- Initial Study/(M)NDs for Proposed Office Building and Health Club, *West Covina, California*

KEY PERSONNEL RESUMES

Laura Stetson, AICP

STRATEGIC ADVISOR / ZONING CODE EXPERT

AREAS OF EXPERTISE

Zoning Codes / Urban Planning
CEQA / Design Guidelines

QUALIFICATIONS

Laura Stetson has extensive experience working on General Plans, Specific Plans, zoning codes and special planning studies for diverse cities throughout California. In this capacity, she has worked with advisory committees, commissions and councils to develop long-range goals, policies and programs as well as to craft innovative and usable regulatory tools to implement those programs.

Laura has conducted background research for planning, written plan elements, coordinated preparation of plans and related environmental documentation and presented recommendations to decision-making bodies. She also directs preparation of CEQA documents either as part of planning programs or to address development projects.

AFFILIATIONS

- American Planning Association
- American Institute of Certified Planners
- California Planning Roundtable

EDUCATION

- Bachelor of Science, Environmental Earth Science
Stanford University
- Graduate Coursework in Public Administration
American University

RELEVANT EXPERIENCE

- Lincoln Avenue Specific Plan, *Pasadena, California*
- Brea General Plan, *Brea, California*
- Arcadia General Plan, *Arcadia, California*
- Garden Grove Mixed Use Zones,
Garden Grove, California
- Colton General Plan, *Colton, California*
- Manhattan Beach General Plan,
Manhattan Beach, California
- Montebello General Plan, *Montebello, California*
- Monterey Park General Plan, *Monterey Park, California*
- Rialto General Plan, *Rialto, California*
- Brea Hillsides Zoning Codes, *Brea, California*
- Commerce Zoning Codes, *Chino Hills, California*
- La Mirada Zoning Codes, *La Mirada, California*
- Maywood Zoning Codes, *Maywood, California*
- Pasadena Land Use and Mobility Element,
Pasadena, California

KEY PERSONNEL RESUMES

Ben Caldwell

URBAN DESIGNER / COMPLETE STREETS

EDUCATION

- Masters of City Planning
University of California, Berkeley
- Masters of Fine Arts, Creative Writing
University of Iowa, Iowa City
- Bachelor of Arts, English, American Studies
Cornell University, New York

QUALIFICATIONS

Ben Caldwell has two years experience planning and creating cutting-edge urban design graphics for a variety of community planning and sustainable street design projects. Mr. Caldwell has provided support for the planning and management of multi-team projects throughout the United States. Trained in both urban design and transportation planning, he is experienced and highly skilled in all forms of urban design graphics from hand-drawn sketches to 3D renderings and is well-versed in the language and strategies of transportation planning.

SELECTED RELEVANT EXPERIENCE

- Golden Triangle Neighborhood Plan, *Denver, Colorado*
- Holly Street Redesign, *San Carlos, California*
- Downtown Hawthorne Specific Plan, *Hawthorne, California*
- El Cerrito Urban Greening Plan, *El Cerrito, California*
- San Pablo Avenue Specific Plan, *El Cerrito, California*
- West Florissant Great Streets, *St. Louis, Missouri*
- Santa Clara Square Irvine Company, *San Jose, California*
- Hayward General Plan, *Hayward, California*
- Expo Line - 17th Street Memorial Park station, *Santa Monica, California**
- Telegraph Avenue Complete Street Redesign Project, *Oakland, California**
- SANDAG Bicycle Corridors Project, *San Diego, California**
- Green Connections Project, *San Francisco, California**

* work completed prior to joining MIG

Philip Myrick, AICP

PLACEMAKING EXPERT

EDUCATION

- Master of Urban Planning, Hunter College,
City University of New York
- Bachelor of Arts, Grinnell College, Grinnell, Iowa

QUALIFICATIONS

Philip Myrick, AICP, is a certified planner whose expertise encompasses public space planning, downtown revitalization, transportation and land use planning, livable street design and facilitation.

Philip recently joined MIG after 18 years with Project for Public Spaces, renowned placemaking experts. He has extensive expertise in development, design and delivery of major projects, building and challenging teams of designers and planners and presenting work to clients around the world.

RELEVANT EXPERIENCE

- Houston Discovery Green Park Master Plan Framework, *Houston, Texas*
- Houston Market Square, *Houston, Texas*
- Pittsburgh Market Square, *Pittsburgh, Pennsylvania*
- Arlington District / Vassar College Master Plan, *Arlington, Virginia*
- Marina District Precinct Plan, *Saadiyat Island, Abu Dhabi*
- Metropolitan Park (2011 Pan-American Games Site), *Guadalajara, Mexico*
- Downtown Urban Open Space Plan, *Tempe, Arizona*
- Allston New Campus Design at Harvard University, *Cambridge, Massachusetts*
- Transportation and Land Use for the National Highway Institute (NHI) Training Course
- Blount Street Commons Guidelines, *Raleigh, North Carolina*
- Mississauga Downtown Civic Spaces Plan, *Mississauga, Ontario, Canada*

KEY PERSONNEL RESUMES

Gary J. Hamrick

VICE PRESIDENT | ITERIS, INC.

QUALIFICATIONS

Gary Hamrick has twenty-eight years of experience managing a wide range of transportation planning projects in Southern California. The range of projects he has managed includes city-wide and area-wide master plans, freeway master plans, arterial master plans, corridor studies, bicycle plans, other non-motorized transportation plans, traffic impact analyses for numerous development projects, goods movement and trucking studies, port area planning and travel demand modeling studies.

Mr. Hamrick has specialized in neighborhood traffic management projects, and has worked with neighborhoods throughout California to identify cut-through and excessive speed issues and formulate improvement plans and policies to address neighborhood traffic problems. Another area he has specialized in is goods movement planning, port planning and trucking studies. He has conducted assessments of trucking related impacts, port project studies and goods movement studies at both the Ports of Long Beach and Los Angeles. He has managed numerous projects in downtown, village-oriented areas where the goal is to manage traffic in conjunction with pedestrian and community goals.

Mr. Hamrick has overseen many community parking plans that resulted in comprehensive solutions to downtown parking problems and management of parking intrusion into residential neighborhoods. He understands the regional travel demand modeling process, through familiarity with the Southern California Association of Governments (SCAG), the Los Angeles County Metropolitan Transportation Authority and the Orange County regional and subregional models. Mr. Hamrick has also prepared traffic impact fee and infrastructure improvement programs and assists clients with transportation funding proposals.

EDUCATION

- MA, Transportation Planning
University of California, Los Angeles
- BA, Economics, University of California, Los Angeles
- Professional Certificate in Transportation Demand Management, University of California, Los Angeles

RELEVANT EXPERIENCE

- SR-91/I-605/I-405 Congestion Hot Spots Feasibility Study and Strategic Plan, Gateway Cities Subregion, *Los Angeles County, California*
- City of Los Angeles TOD Parking Case Studies, *Los Angeles, California*
- Port of Los Angeles Roadway Study, *Los Angeles, California*
- Great Park Heritage Fields Development, *Irvine, California*
- Port of Long Beach Traffic Studies, *Long Beach, California*
- Mobility Element, *Long Beach, California*
- City of Riverside Circulation Element Update, *Riverside, California*
- Shops at Santa Anita EIR, *Arcadia, California*
- Subregional Bicycle Plans – *South Bay and North Los Angeles County, California*
- General Plan and Downtown Specific Plan, *Livermore, California*
- Amerige Heights Development EIR, *Fullerton, California*
- Orange County Long Range Freeway Needs Study, *Orange County, California*
- Bayside District Parking Demand Analysis, *Santa Monica, California*
- Newport Beach Balboa Peninsula Parking Management Plan, *Newport Beach, California*

KEY PERSONNEL RESUMES

Candice Fukuzaki Sullivan, AICP

TRANSPORTATION PLANNER | ITERIS, INC.

QUALIFICATIONS

Candice Fukuzaki Sullivan has a Master's degree in Urban Planning with a specialization in Transportation Planning and Land Use. She has eight years of professional transportation planning experience. She has been involved in a number of transportation planning and traffic engineering projects including:

- traffic impact analysis
- travel demand model development
- model calibration
- validation and post-processing
- multimodal transportation studies
- corridor "hot-spot" studies
- transportation improvement programs
- regional transportation plans
- general plan updates
- intersection and corridor-level analysis
- the development of mobility elements
- public outreach
- assisting in the preparation of proposals and budgets

Ms. Sullivan has utilized several computer software packages, including but not limited to TRAFFIX, ArcView 3.2, ArcGIS 9.X-10, Synchro, QRS II, and SPSS. She also has a working knowledge of TransCAD and CUBE.

PROFESSIONAL REGISTRATION

- American Institute of Certified Planners (AICP)
Certification #024318

EDUCATION

- University of California, Los Angeles
Master of Urban Planning, Specialization in Transportation Policy and Planning
- University of California, Irvine, BA,
Environmental Analysis and Design
- University of California, Irvine, BA,
Criminology, Law and Society

RELEVANT EXPERIENCE

- Gateway Cities Strategic Transportation Plan – Gateway Cities Area, *Los Angeles County, California*
- Citywide Circular Phasing Analysis, *Irvine, California*
- SR-91/I-605/I-405 Congestion Hot Spots Feasibility Study and Strategic Plan, Gateway Cities Subregion, *Los Angeles County, California*
- Pacific Electric Right-of-Way/West Santa Ana Branch Alternatives Analysis, Purpose and Need Report – Multiple Jurisdictions, *Santa Ana, California*
- Context Sensitive Mobility Element, *Long Beach, California*
- California High Speed Train Existing Conditions Draft EIR/EIS – Multiple Jurisdictions, *California*
- UCLA Northwest Housing Infill Project and Amended Long Range Development Plan and Traffic Impact Study, *Los Angeles, California*
- South and Southeast Transportation Improvement and Mitigation Program, *Los Angeles, California*
- County of Los Angeles General Plan Environmental Impact Report, *Los Angeles County, California*

TEAM EXPERIENCE AND REFERENCES

MIG Experience - Adopted Plans

Downtown Hawthorne Specific Plan, Hawthorne, California

MIG is currently leading a Proposition 84 grant-funded specific plan for Downtown Hawthorne – an economically disadvantaged community located southwest of Los Angeles and near Los Angeles International Airport. The project includes extensive public outreach and participation including customized social media, walking tours, intercept surveys and community events. One key aspect of this project is identifying design solutions for Hawthorne Boulevard. At 180 feet, Hawthorne Boulevard has one of the largest rights-of-way of any arterial street in California. While this roadway is an important regional transportation route, the MIG team is looking at innovative and creative solutions for transforming the boulevard into a landmark Complete Street that includes fully separated pedestrian, bike, parking and travel lanes. With the addition of green street features, plazas and parklets, customized branding and enhanced landscaping, the goal is to transform the boulevard into a civic and community space – more than just a large street for cars.

The end result is the MIG Team working directly with the community, property and business owners as well as the mall owner to identify strategies for turning the mall site into the retail, cultural, employment and civic heart of Hawthorne. This includes a series of public and internal team design charrettes that will focus on feasible uses, economic development and employment opportunities as well as safety and design improvements. The end result of this project will be a concise, focused specific plan that will establish the framework for transforming downtown Hawthorne into a vibrant center that supports the diverse and multi-cultural community.

Project Reference and Details

Contact: Gregg McClain, Planning Director
City of Hawthorne

Phone: (310) 349-2975

Email: CMcClain@cityofhawthorne.org

Fee: \$277,000

Duration: April 2013 to April 2015



TEAM EXPERIENCE

Santa Monica Land Use & Circulation Elements General Plan Update, Santa Monica, California

MIG led a collaborative team to prepare the City of Santa Monica's Land Use and Circulation Element. MIG focused on creating an innovative, forward-thinking Comprehensive Plan Update that would contribute to community livability, vitality and sense of place. MIG's approach in creating a publicly supported and implementable Comprehensive Plan for Santa Monica began with creating a dynamic vision to help shape future land use, housing, mobility, and development decisions.

In an effort to encourage sustainability, community preservation and focused growth and change, the Comprehensive Plan Update was built upon the following goals:

- Limit traffic and congestion;
- Ensure affordable workforce housing;
- Target areas that need improvement; and
- Contribute to a sustainable environment.

Taken together, these goals resulted in a plan that provided information on potential development scenarios, giving the public and policy makers the data necessary to make decisions about current conditions and future projects. Ultimately, the plan empowered the City to shape growth by guiding the location, amount, quality, and rate of development that will occur over the next 20 years.

This project was awarded the California Chapter of the American Planning Association's **2010 Small Jurisdiction Outstanding Comprehensive Planning Award**.

Project Reference and Details

Contact: Eileen Fogarty, former (now retired) Santa Monica Community Development Director

Phone: (310) 899-1013

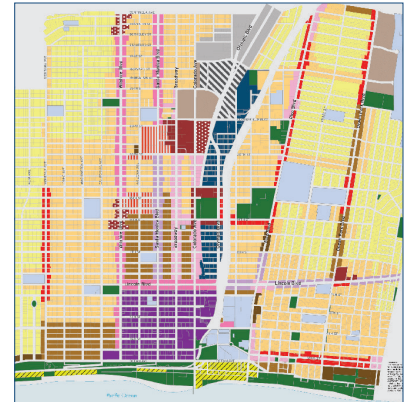
Email: efogarty@fogartygroup.net

Proposed/Actual Fee: \$375,000/\$375,000

Duration: January 2008 to December 2008



Existing Condition



Future Condition



TEAM EXPERIENCE

North Las Vegas Downtown Master Plan and Investment Strategy, North Las Vegas, Nevada

The City of North Las Vegas is one of the fastest growing large cities in the United States and near the core of one of the nation's most active urban regions. While it is strategically located to take advantage of the area's astonishing multi-billion dollar growth, the City's Downtown lacks identity, a cohesive urban fabric, and a recognizable sense of place. The City selected MIG to create a downtown master plan and investment strategy that will leverage the City's strengths to achieve its goals.

MIG's plan development process was stakeholder-driven, with special attention to the financial, political and social realities of every constituent party. Investment is occurring in North Las Vegas, but with little thought to how one project relates to the next. MIG developed a plan for the Downtown core that included building prototypes, streetscape improvements, and recommendations for design guidelines and zoning code.

A key component of the plan is a suite of regional investment strategies for North Las Vegas' downtown area, including an absorption study, redevelopment strategies and marketing opportunities. Market conditions and demand, institutional and community resources and investment and development potential were also be analyzed to best understand the opportunities and constraints for future improvement and development.

The final plan built on previous planning efforts, City and stakeholder input, extensive data analysis, and MIG's expertise in Downtown planning to create an ambitious yet realistic plan that is currently being implemented.

Project Reference and Details

Contact: Larry Bender, Manager, Redevelopment Division

Phone: (702) 633-2666

Proposed/Actual Fee: \$175,000/\$195,000 (due to addition of two meetings and an expanded study area boundary)

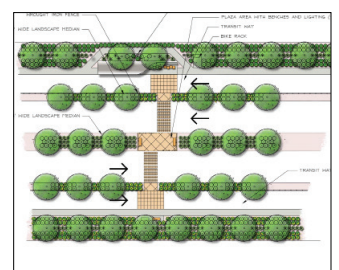
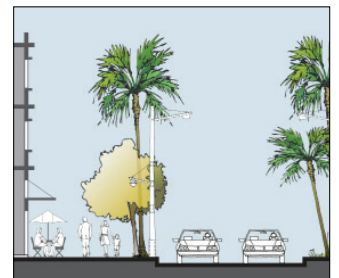
Duration: September 2007 to July 2008



Existing Condition



Future Condition



TEAM EXPERIENCE

San Pablo Avenue Specific Plan and BART Station Area Planning, El Cerrito and Richmond, California

MIG is the prime consultant working with the Cities of El Cerrito and Richmond to create the San Pablo Avenue Specific Plan. The multi-jurisdictional Plan will standardize design guidelines and development regulations along a major commercial and transit thoroughfare providing a unified look and feel along the Avenue while helping to maximize the development potential of opportunity sites near BART and regional bus facilities.

MIG prepared El Cerrito's General Plan and updated Richmond's General Plan. The San Pablo Avenue Specific Plan will advance concepts described in both of these documents to provide the cities, and private developers, with a graphically-rich, user-friendly document for all future land use and design decisions along the San Pablo Avenue.

The Specific Plan will include standards and guidelines for residential, retail, office, mixed-use, public facilities, parks and open spaces that help revitalize San Pablo Avenue as an economic engine and a point of pride for both communities.

In addition, the Specific Plan will identify catalytic opportunity sites for locations for specific types of business development, housing opportunities, public facilities and transit connections that help strengthen and enhance the Avenue as a community amenity.

Project Reference and Details

Contact: Mitch Oshinsky,
Community Development Director
City of El Cerrito

Phone: (510) 215-4330

Email: moshinsky@ci.brentwood.ca.us

Fee: \$575,071

Duration: January 2007 to Present



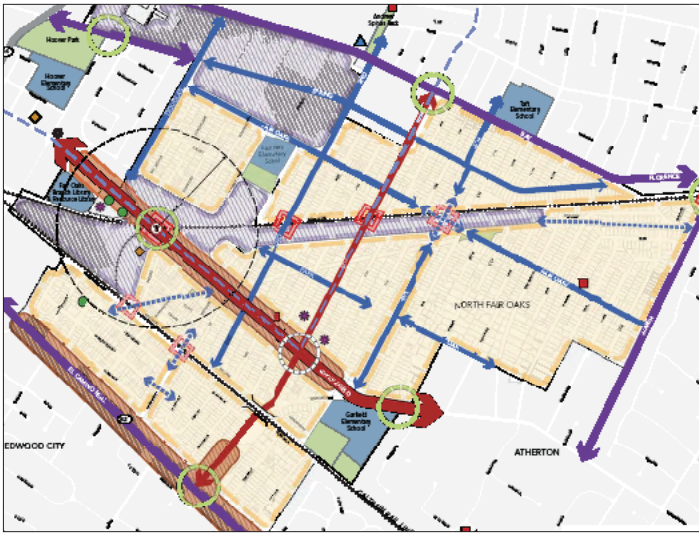
Existing Condition



Future Condition



TEAM EXPERIENCE



North Fair Oaks Community Plan Update EIR San Mateo County, California

MIG completed an EIR for the County's comprehensive update of its 1979 North Fair Oaks Community Plan. Key issues and opportunities in the Community Plan update included transit-oriented development opportunities near a potential multimodal transit center, neighborhood environmental quality, new multifamily housing opportunities, community services and facilities, transportation, the pedestrian and bicycle environment and public health and safety. The EIR analyzed potential impacts of plan-facilitated development of approximately 3,024 additional dwelling units, 180,000 additional square feet of retail uses, 155,000 additional square feet of office uses, 210,000 additional square feet of industrial (R&D and general) uses, 110,000 additional square feet of institutional (community and school) uses and 3.8 additional acres of public (parks and recreation) uses.

Project Reference and Details

Contact: Will Gibson, Planner

Phone: (650) 363-1816

Email: wgibson@co.sanmateo.ca.us

Proposed/Actual Fee: \$130,000

Duration: November 2010 to November 2011



Downtown Redwood City Precise Plan EIR Redwood City, California

MIG recently completed this program EIR for the Redwood City Downtown Precise Plan. Key environmental issues addressed in the EIR included aesthetics (including an extensive shadow impacts analysis), land use and planning, historic resources (including a comprehensive downtown historical resources inventory), traffic (incorporating a pedestrian-priority mitigation approach), public services, noise, air quality and climate change (including sea level rise).

Project Reference and Details

Contact 1: Aaron Akin, Community Development Director

Phone: (650) 780-7293

Email: aaknin@redwoodcity.org

Proposed/Actual Fee: \$196,709/\$301,085

Duration: September 2009 to January 2011

(City revisions to the plan caused delays in EIR preparation and overall fee)

MIG Additional Experience

Anaheim Canyon Specific Plan, Anaheim, California

Working with the City of Anaheim, MIG recently led a collaborative process to re-envision Anaheim Canyon, a 2,500-acre industrial area that is home to a third of the City's businesses and jobs. The original industrial development was spurred by the growth of the aerospace and defense industries during the Cold War; however, many of those original industries no longer exist or have relocated. In an effort to emerge as the premier business center in northern Orange County, MIG developed a focused Specific Plan that will establish Anaheim Canyon as a "Green Zone" with a comprehensive package of programs and policies to encourage development of a unique eco-friendly business center.

This new identity is intended to make Anaheim Canyon very attractive to environmentally friendly and sustainable businesses and entrepreneurs. A key objective of this process is to identify and remove obstacles to re-use and create incentives to re-tool existing structures, promote infill development and ensure the long-term economic health of the region. To achieve this, MIG and the City reached out to area business and property owners to better understand their collective vision for the area's future and what they feel the City can do assist economic development.

Another key objective was to expand the use of non-vehicular transportation in Anaheim Canyon by upgrading the Anaheim Canyon Metrolink Station, enhancing the walkability of the area, adding bike lanes and trails as well as offering other transportation options to reduce the number of vehicle miles traveled and congestion on the area's busy freeways.

re:Streets

Funded in part by a NEA grant, **re:Streets** is a **multi-disciplinary collaboration** focused on the planning, design and construction of streets as a method for improving our built environment. It pushes beyond the current standards to **explore the future of streets and what America's roadways would be like if they were designed for living instead of just driving.**

Project partners, MIG, Inc., America Walks, Landscape Structures, Ironsmith, DeepRoot and PLAE, Inc. hosted and facilitated the re:Streets Charrette in July 2011 where over 120 professionals from both the public and private sectors worked together on specific topics related to re-envisioning the American street.

The solutions developed during the charrette will be refined and developed into an interactive digital manual. The eBook will be distributed to all federal and state transportation agencies, city planning and public works agencies throughout the country and is available as a free digital download. As solutions are tried and streets are built or remodeled, the results will be added to the re:Streets eBook, creating an evolving, collaborative reference for improving our communities and the health of the planet. **View the e-book at: www.restreets.org.**

MIG continues to explore the future of streets through travelling re:Streets workshops which focus on specific, targeted local and regional issues. Host cities have included **Boulder, Chicago, Portland, Seattle, Encinitas, Laramie, San Antonio and St. Louis.**



TEAM EXPERIENCE

San Bruno Transit Corridors Specific Plan and EIR

MIG led a four-phase process in partnership with the City of San Bruno to prepare a comprehensive Specific Plan known as the Transit Corridors Plan. The Plan provides a greater level of definition to the land uses and character of development along key boulevards and corridors. Building on the Planning Area's multiple transit opportunities, higher-density, mixed-use development and inviting, walkable streetscapes are emphasized to capitalize on the relatively close proximity of San Bruno BART Station and the future San Bruno Caltrain Station.

The Transit Corridors Plan integrates the Grand Boulevard Initiative, a regional collaboration of 19 cities, counties, local and regional agencies with the goal of improving the performance, safety and aesthetics of El Camino Real, a major corridor. The project's goal is to create an attractive, livable and walkable boulevard that can support transit-oriented development. To help guide the process as the plan develops, MIG has provided innovative design concepts, land use analysis, strategies to bolster transit-oriented development and design guidelines that will shape vibrant and sustainable development in the coming years.

Additionally, MIG prepared a program EIR for the Specific Plan. The scope of work for the EIR included consideration of all aspects of plan implementation to confirm and explain which aspects of the plan may or may not cause a significant effect on the environment. The plan EIR was tiered upon the San Bruno General Plan Update EIR. Nine "focus topics" received emphasis in the EIR: aesthetics, air quality, climate change, cultural and historic resources, hazards and hazardous materials, land use/planning, noise, population, housing, public services and utilities, and transportation/traffic.



San Bruno - Existing Conditions (top); Photo Simulation of Proposed Improvements (bottom)

TEAM EXPERIENCE

**Mobility Element and Downtown Strategic Plan,
Long Beach, California**

Iteris, Inc. completed the transportation analysis associated with the Citywide Framework Mobility Plan and Strategic Plan for Downtown Long Beach. Downtown Long Beach is a growing area of the City with plans to add a substantial amount of mixed land uses in the next 20 years. The City's Framework Element emphasizes a sustainable city that includes multi modal opportunities and does not simply accommodate more automobile travel. The Framework Element is a policy document that integrates the City's land use, mobility, economic development and urban design policies to represent a vision for the City of Long Beach to be realized during the next 20 years. The Downtown Strategic Plan also is oriented to improving the pedestrian environment, making the area more bicycle friendly, create "park-once" opportunities and limit roadway expansion. Iteris worked closely with city staff to craft the Downtown Plan goals and objectives for all modes of travel. Iteris staff applied the regional travel demand model to estimate traffic growth rates to 2035. Transit priority streets were identified that will focus and enhance transit services to and within the City. The City's bicycle master plan was reviewed and incorporated into the downtown plan and physical mitigation measures that require right of way takes were limited. Trip reductions were incorporated into the plan through the use of transit, park-once planning and mixed land uses. Iteris completed a detailed analysis of the entire City as well as the Downtown area and helped the city identify appropriate mitigation measures for all modes of travel. For automobile flow, Intelligent Transportation Systems solutions, including adaptive traffic control, were included rather than traditional roadway widening to add travel lanes. This plan also helps the City achieve greenhouse gas reduction goals via trip reduction, use of transit and use of other modes.

Project Reference and Details

Contact: Steve Gerhardt
City of Long Beach, Advance Planning
Phone: (562) 570-6288
Project Budget: \$100,000
Duration: 2009 to 2010

**Downtown and Central Area EIR Traffic Study,
Long Beach, California**

Iteris, Inc. was retained by the City of Long Beach as part of a consulting team to prepare the transportation section of an EIR for the Downtown and Central Area Districts of Long Beach. The EIR was prepared to identify and evaluate the potential environmental impacts of several redevelopment projects in Downtown Long Beach. The analysis included expanding and refining Iteris's previous traffic model for the downtown area to include the additional redevelopment sites. The study produced a list of recommendations for maintaining and improving traffic and transportation conditions in the Downtown and Central Districts of Long Beach.

Project Reference and Details

Contact: Starla Hack, RBF Consulting
Phone: (949) 472-3505
Project Budget: \$51,000
Duration: July 2005 to July 2006

**Downtown Los Angeles Access Study/New Street Standard,
Los Angeles, California**

Iteris, Inc. evaluated the overall circulation plan for the Downtown Los Angeles area. The study resulted in recommendations to enhance access, improve circulation by eliminating congestion, improve the pedestrian environment and accommodate potential at-grade light rail train operations. Iteris evaluated the one-way street system to see if it can be modified in some of the portions of downtown which are converting to residential neighborhoods to make the streets more pedestrian friendly. New downtown street standards were developed on a block-by-block basis to reflect locations of historic buildings and areas of high pedestrian activity and bicycle lanes. The project was coordinated with LADOT and the City Planning Department, Caltrans, MTA and key downtown stakeholders.

Project Reference and Details

Contact: Ken Husting, LADOT
Phone: (213) 972-8470
Project Budget: \$300,000
Duration: 2005 to 2007

TEAM EXPERIENCE

Main Street Pedestrian Improvement Study, Santa Monica, California

Iteris, Inc. conducted a study for the City of Santa Monica that assessed how to improve conditions for pedestrians in the Santa Monica Civic Center area along Main Street. The street had been temporarily re-striped with diagonal parking on one side and parallel parking on the other while an off-street parking garage was being constructed. The city desired to have a plan developed that would address conditions following completion of the parking structure and provide bicycle lanes and improved pedestrian crossings. One of the major issues along Main Street was the high level of jay walking, since most of the public agencies were on the east side of the street. Following a community outreach effort, Iteris developed a plan that leaves the diagonal parking along the east side of the street, where the demand for parking is highest and removes all parking in the west side of the street to accommodate bicycle lanes. An additional marked crosswalk, median refuge islands at all crosswalks, curb extensions, a relocated bus stop, and a stop sign were all included in the recommended plan. Iteris was subsequently retained to prepare the plans for the crosswalk improvements, which were implemented by City staff.

Project Reference and Details

Contact: Ellen Gelbard
City of Santa Monica
Phone: (310) 458-2275
Project Budget: \$42,340
Duration: 2006 to 2008

Mobility Element, Manhattan Beach, California

Iteris, Inc. is assisting the City with the update of the City of Manhattan Beach Mobility Element as part of the General Plan update. As a built out City, transportation challenges include residential neighborhood cut-through traffic as well as pressure on major arterials from regional growth. A major focus of the Circulation Element was therefore the development of a “Context Sensitive” street classification system and emphasis on multi-modal planning. Outreach to the community was focused on modes such as “People on Bikes” and “People on Foot” as opposed to simply people driving in cars. The goal is to establish an overlay street classification system that works for all modes not simply providing more capacity for automobiles. Prior work also included development of the Neighborhood Traffic Management Program (NTMP). The NTMP development process included a series of advisory committee meetings with residents, staff, police, fire, school district official and others. During the public input process, the NTMP procedures were developed, and specific streets and neighborhoods for follow-up study were recommended. Traffic counts were conducted on key residential streets, and problem locations were identified through data collection and public input. A customized toolbox of neighborhood traffic management tools was developed, and was adopted by the city council. In addition the NTMP development, Iteris conducted intersection level of service analyses as well as traffic projections on key arterials.

Project Reference and Details

Contact: Nhung Madrid/Laurie Jester
City of Manhattan Beach
Phone: (310) 802-5504
Project Budget: \$120,000
Duration: 2013 to 2014

PROJECT UNDERSTANDING AND APPROACH

Project Understanding

The City of Duarte is taking definitive steps to create a Town Center that will serve as a community gathering place and heart of the City. The transformation of the Town Center area began in 2003, when MIG worked with the City to develop a Town Center Concept plan. The City updated its General Plan in 2007. Then, in 2012, the City convened the Town Center Ad Hoc Committee and charged the Committee with considering the potential of the Town Center Area and preparing recommendations to the City Council on a vision. From these recommendations, a Specific Plan is to be prepared to implement that vision.



The City now plans to develop a highly detailed Specific Plan that draws from the Committee's recommendations and follows the development principles in the 2003 Town Center Concept Plan, taking into account recent development interests and opportunities. This plan will be accompanied by CEQA analysis, anticipated to be a Supplement to the General Plan EIR.

The MIG Team will build upon and augment work already completed by the City; we will develop a Specific Plan that is practical and implementable. This will include developing a plan that emphasizes a walkable mixed-use community. The project will create strong district cohesion using urban design standards and placemaking strategies for both private properties and the public realm. As discussed with City staff, the Specific Plan will be incentive-based and may include a housing "bank" to ensure that not all new development focuses on housing. A hybrid, form-based zoning approach may be used.

The Plan will be developed to guide immediate action. The City needs a Specific Plan and Supplemental EIR that are focused, legally defensible and result in streamlined, efficient implementation.



MIG is pleased to include **Iteris, Inc.** as part of our team. **Iteris, Inc.** will assist with mobility planning and provide traffic analysis for the EIR. We also understand that Kosmont Associates is currently performing economic analysis for the City. We propose to work with Kosmont Associates as needed to test land use strategies during the planning phase of the project.

Project Approach

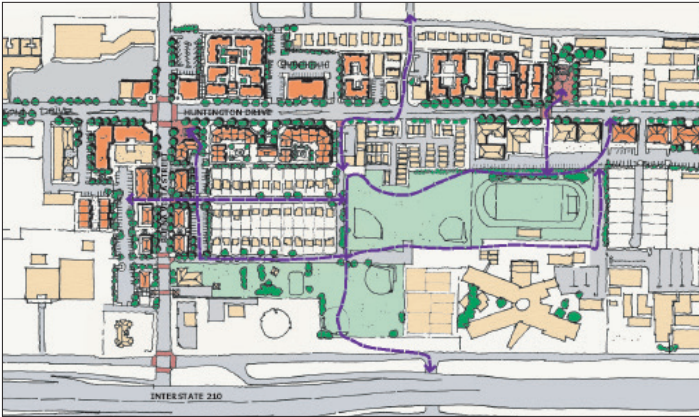
The MIG Team's approach to the Duarte Town Center Specific Plan builds upon our proven record of developing and implementing successful downtown, streetscape design and urban infill projects throughout California and the nation.

The Specific Plan will provide a cohesive framework and unifying vision for the area and surrounding context. The Plan will be intuitive, user-friendly and readable while providing the technical orientation and products required to guide the area's development/redevelopment in the coming years.

The MIG Team believes that the Town Center Specific Plan process must:

- **Develop a concise, action-oriented implementation plan** that clearly outlines strategies, timeframes, responsibilities and funding sources.
- Build on the existing **foundation of studies, plans, frameworks and regulations** in the City of Duarte including the Town Center Concept Plan.
- **Leverage the knowledge base** and experience of City staff and community members.

APPROACH



- **Include an existing conditions analysis** that builds upon the existing bodies of work and ensures strategies are feasible and implementable.
- **Identify comprehensive multimodal street design** strategies to enhance automobile circulation, transit, walkability and bikeability through the Town Center area.
- **Create a great urban and streetscape environment** that results in a beautiful, vibrant, healthy and sustainable place for people shopping, living, working and recreating.
- **Identify policies, programs and initiatives** to ensure economically realistic and sustainable improvements.
- **Establish design guidelines, form-based/hybrid code and zoning recommendations** to ensure that the Town Center has a strong sense of place and district cohesion; development of the public and private realms is economically feasible; administratively straightforward; and supportive of the community's vision.
- **Coordinate with consulting firms**, such as Kosmont Associates, and developers who are currently working with the City.
- **Prepare a legally defensible Supplemental EIR** concurrently with the Specific Plan to make the process more time- and cost-efficient.
- Finally, the Town Center Specific Plan must result in more than just the planning and design of the Town Center – it must set in motion an ongoing public-private partnership that will **energize and boost Duarte in all of its endeavors for years to come.**

The physical qualities of a town's places are critical factors to determining their success. If we are not building great downtown experiences and Main Streets we both detract from the quality of life for existing residents and deter others from locating there. This has a direct measurable impact on downtown retail and on property values. During the most recent national recession, the properties that exhibited greater price stability were homes in central walkable neighborhoods with amenities including transit and nearby parks, shops and services.

Creating a great downtown environment requires commitment and resolve. Unfortunately, many projects fail because planners and designers focus on the big picture but are unaware of almost 50 years of research into human urban environments that can be applied to creating vibrant and healthy human environments. The design of the sidewalk experience—including sidewalks, architectural details, street furniture and trees and landscaping—is a combination of science and art that MIG has studied both through practice and experience, and through years of research in the environmental design and psychology field. This sets MIG apart from every other design firm in the country.

Our approach to creating a Town Center for Duarte will look at each commercial property frontage as a potential edge to an outdoor room that can be furnished and embellished to enhance the building's image, attraction and performance as well as create vitality on the sidewalk. As long as they don't block the pedestrian thoroughway, streetscape elements can be grouped into a rich environment that attracts people and, in a Main Street context, improves retail sales. The streetscapes need to be organized around the creation of places that afford people a usable habitat. This can even be the case with Huntington Drive since it terminates in Duarte east of the planning area and thus may not need its current existing capacity.

From behavior research we know that people are attracted to the functions of their environment – a bench affords sitting, a ledge at the right height may afford leaning, even a doorknob is an “affordance” for a potential behavior – that of opening a door. Identifying a set of affordances and grouping them strategically is a way to use human nature to draw people to use a place or an entire streetscape. Thus a bench, a potted plant, a shop entrance, together with savvy outdoor merchandising and façade detailing creates a world in miniature that pedestrians and shoppers want to explore.

APPROACH AND SCOPE OF WORK

These design features can easily be incorporated into new development projects.

The choice of affordances can affect who uses the streetscape; if Duarte decides that families and young children are important to bring Downtown, then we can agree on affordances that invite a youngster to explore, run, jump and climb throughout the district. The richness that comes from this approach stands in stark contrast to slick streetscapes which use a branded design formula, evenly spaced elements and with no thought given to the deeper levels of human engagement.

The Town Center Specific Plan will work these and other high-performance criteria into the Vision and hybrid form-based regulations for the streetscapes and building fronts so that new development works together with streetscape for a 360-degree public realm that is inspiring and successful.

The Specific Plan will be intuitive and user-friendly while providing the technical orientation and products required to guide the area's development/redevelopment in the coming years.

Scope of Work

The MIG Team believes that the tasks outlined below can be completed within an approximately 11-month time frame. The Process Schedule graphic on page 29 outlines our proposed approach and project phasing in detail.

The following describes the proposed scope of work. We anticipate that refinement of the scope may occur upon further discussion with City of Duarte staff. In particular, we will want to work with you to define the scope for the traffic analysis.

Phase 1: Project Kick-Off and Existing Conditions Analysis

Task 1.1: Project Kick-Off Meeting and Town Center Tour

The MIG Team will meet with City staff to kick-off the project, gather data and information, finalize protocols and communications, discuss the stakeholder process as well as outline overall expectations and desired project outcomes. The MIG Team and City staff will also tour the Project Area to discuss changes since the 2003 Town Center Concept Plan was developed. MIG will photo-document the Project Area and conduct site analyses for development of future plans and concepts.

Task 1.2: Refined Scope, Budget and Schedule

Following the Project Kick-Off Meeting and site tour, MIG will refine and finalize the project scope, schedule and budget to reflect City staff input and ensure optimization of the budget and all project activities.

Task 1.3: Base Mapping

Building on the City of Duarte's existing GIS data, MIG will create a set of base maps containing basic information that will be used throughout the project. Depending upon availability of data, layers in this base mapping will include street rights-of-way and infrastructure, pedestrian and bicycle connections and facilities, transit, traffic patterns, building footprints, building height attributes, parcel information and ownership, vacant and underutilized parcels, approved and proposed projects, historic preservation considerations and existing land uses. We assume that City staff will provide base map information such as GIS files and aerial data.

Task 1.4: Land Use and Urban Design Study

MIG will review applicable existing planning and regulatory documents, including the 2003 Town Center Concept Plan, the 2007 General Plan, Development Code, the Ad Hoc Committee's 2013 report to the City Council and other materials available online or provided by City staff. This information will be summarized in a technical memo that includes maps and graphics.

Task 1.5: Transportation Study

The MIG team will review the City's General Plan Circulation Element, Bicycle Plan and Capital Improvements Plan as they relate to the study area. We will also review previous planning efforts, current roadway and bicycle facility design standards and other appropriate planning documents within the City that apply to the project study area. This will include the 2013 Duarte Station Specific Plan EIR traffic study, from which available transportation data can be utilized. In addition to the planned facilities, the MIG team will utilize available information to evaluate the existing conditions of the transportation system including bicycle, pedestrian and transit facilities, roadway geometric configurations at intersections and along roadway segments, sidewalk locations and conditions and pedestrian crossing locations.

SCOPE OF WORK

Key data to be reviewed will be intersection operating conditions analysis from recent studies including the Station Specific Plan EIR, bicycle and pedestrian collision concentrations (from the Statewide Integrated Traffic Records System – SWITRS), transit routes and stop amenities, transit boardings and ridership, vehicle daily and peak hour flows, bicycle volumes and pedestrian movements.

We will also meet with the Duarte Sheriff Deputy to identify any potential safety concerns or mode conflicts on the existing network of transportation that we should be aware of. We will inventory the existing parking supply within the Project Area including on-street spaces, off street spaces, time limits, restrictions and parking fees. This information will be summarized in a memo that includes maps and graphics.

Task 1.6: Infrastructure Study

The MIG Team will coordinate with the City of Duarte to understand the existing infrastructure's capacity and condition to determine its ability to support development in the Town Center area.

Task 1.7: Market Assessment (Optional)

The MIG Team will coordinate with Kosmont Associates, in the event the City wishes Kosmont Associates to conduct a market assessment study. Such a study would assess local and regional market factors driving supply and demand for a focused set of potential uses proposed for the Project Area. Kosmont Associates would review current development proposals to ensure that the proposed densities and intensities of development are feasible and coordinated with the Town Center Vision.

Phase 1 Deliverables

- Project Kick-Off Meeting Agenda, Summary and Photo Documentation (PDF)
- Refined Scope, Schedule and Budget (PDF)
- Base Maps (GIS/PDF)
- Land Use and Urban Design Study (Word/PDF/5 printed copies)
- Infrastructure Study (Word/PDF/5 printed copies)

Phase 2: Plan Framework Development

Task 2.1: Town Center Ad Hoc Committee Meeting #1 (Confirm Vision)

MIG will attend and facilitate a meeting with the Ad Hoc Committee to review existing plans and findings from Phase One. The purpose of this meeting will be to confirm the Town Center Vision as articulated by the Committee. Meeting materials will include an agenda, PowerPoint presentation and site base map poster. MIG will provide one facilitator and one graphic recorder who will record the session on a large wallgraphic paper. We will provide a brief set of meeting notes and a photo-reduction of the wallgraphic. It is assumed that City staff will be responsible for meeting logistics and that this meeting will take place during the same visit as Tasks 2.2 and 2.3, below. The meeting will be two hours in length.

Task 2.2: Property Owners Interviews

MIG will conduct interviews with property owners in the project area to discuss the project, property owner questions, issues and opportunities. We plan for a full day of interviews, some of which may be by phone for owners who are not local. Following the interviews, we will provide a brief set of meeting notes. City staff will be responsible for meeting logistics and will identify property owners and schedule meetings.

Task 2.3: Stakeholder Interviews

MIG will interview stakeholders in the project area, including merchants and developers identified by the City. Interviews will focus on understanding specific stakeholder needs and project details. We will provide a brief set of meeting notes. City staff will be responsible for meeting logistics and will identify stakeholders and schedule meetings. We plan for one full day of interviews.

SCOPE OF WORK

Task 2.4: Town Center Plan Framework

Utilizing the results and input from earlier tasks, MIG will develop a detailed Specific Plan Framework. The Framework will include:

- Vision
- Land Use Framework
- Placemaking Strategies
- Design Concepts (including streetscape and urban design)

The MIG Team will develop framework elements and present them for feedback from the Ad Hoc Committee, from the public at a Community Workshop and from City staff.

Task 2.5: Town Center Ad Hoc Committee #2

MIG will attend and facilitate a meeting with the Ad Hoc Committee to review and refine the draft plan framework. Materials will include an agenda, PowerPoint presentation and three Plan Framework posters. MIG will provide one facilitator and one graphic recorder who will record the session on a large wallgraphic paper. We will provide a brief set of meeting notes and a photo-reduction of the wallgraphic. City staff will be responsible for meeting logistics. This meeting will occur on the same day as the Community workshop, Task 2.6. The meeting will be two hours in length.

Task 2.6: Community Workshop

MIG will attend and facilitate a public workshop to present the plan framework and invite public comment and contribution. Materials will include an agenda, PowerPoint presentation and three Plan Framework posters. The presentation materials will include 3-D imagery of various development approaches. MIG will provide one facilitator and one graphic recorder who will record the session on a large wallgraphic paper. We will provide a brief set of meeting notes and a photo-reduction of the wallgraphic. City staff will be responsible for meeting logistics including noticing. MIG will prepare the Workshop Notice which the City will distribute and advertise. The Workshop will be two to three hours in length.

Task 2 Deliverables:

- Meeting Agendas, PowerPoint Presentations and Summaries (PDF)
- Town Center Plan Framework (PDF)
- Community Workshop Agenda, Posters (3), PowerPoint Presentation and Summary (PDF)
- Community Workshop Notice (PDF)

Phase 3: Draft Specific Plan***Task 3.1: Development Plan***

Building from the input and results of the previous tasks, the MIG Team will develop a Development Plan. The Development Plan will incorporate land use, urban design, economic, sustainability and development opportunity elements. We will provide an assessment and make recommendations concerning the opportunities and constraints for various land uses and business types in the study area, including restaurants, retail commercial, entertainment, and mixed-use development. As noted in our project Understanding, components of the Development Plan will include a housing “bank,” incentives for denser development and form-based hybrid zoning to clearly indicated desired development outcomes.

The Development Plan will also address in detail transit, traffic, circulation, parking, pedestrian and bicycle facilities, access and improvements. The Plan will include a plan-view diagram, tabular data and sketch/photo simulation imagery of key sites and improvement areas. Particular emphasis will be placed on streetscape design and district cohesion.

We will create and define a unique high-quality land use and design identity for the area as well as clearly identify the optimal land use mix for the future success of the area. The MIG Team will coordinate with City staff to review and finalize the Development Plan components. It is assumed that Kosmont Associates will perform economic analysis as needed for this task, if desired by the City.

SCOPE OF WORK

Task 3.2: Multi-Modal Street Assessment

The MIG team will assess the Development Plan to identify how well it provides for plan objectives to accommodate multimodal travel. The “Complete Streets” concept will be incorporated into the review. This will include review of the street classification hierarchy/typology, the function of each street in the study area and the accommodation of modes on each roadway segment within the study area. Key transportation elements related to the plan will be assessed including the bicycle network, the pedestrian system and transit system and roadway operations. Iteris, Inc. will comment on the ability of these systems to support land use changes related to the plan and where there are deficiencies we will work with the team to recommend enhancements.

Possible recommendations may include pedestrian treatments (modifications to sidewalks, changes to crossings/crosswalk treatments, curb extensions, signage, lighting and other elements to facilitate safe and efficient pedestrian travel), bicycle system connectivity and flow, transit system amenities and improvements to the roadways or intersections both for vehicular flow as well as to accommodate other modes. This will include signing and striping for pedestrian and bicycles as well as traffic signal timing and vehicle detection of bicycles at intersections. Recommendations will be made at the concept level for discussion with the team and City staff and will be refined based on comments. Potential ways to reduce vehicle miles of travel within and to the study area will also be reviewed, as well as possible ways to measure and understand the level of service for various modes, not only for the automobile but also for bicyclists and pedestrians.

Task 3.3: Draft Design Guidelines

The MIG Team will prepare a comprehensive set of building, landscape, infrastructure, and streetscape design guidelines that clearly articulate the vision for future public and private improvements in the Project Area. The design guidelines will be highly graphical and include images, renderings and sketches as appropriate. They will also include specific standards and requirement necessary to ensure a consistent, identifiable design throughout The Town Center. These design guidelines will also be reflected in the form-based development provisions.

Task 3.4: Draft Implementation Strategies

In conjunction with the Development Plan, the MIG Team will develop a comprehensive set of Draft Implementation Strategies. Overall economic feasibility and “build-ability” will be paramount, as the plan should result in tangible change to the Project Area. The implementation strategies will incorporate near- and long-term strategies for streetscape improvements; roles and responsibilities of the public and private sectors; financial incentives and programs; infrastructure needs and requirements; and targeted land assemblage, development and financing strategies for key parcels. The strategies will be drafted in a matrix format (outlining strategies, roles and responsibilities, initial costs, and funding mechanisms).

Task 3.5: Ad Hoc Committee #3, Planning Commission and City Council Check-Ins

The MIG Team will meet with the Ad Hoc Committee, the Planning Commission and the City Council during the public review and approval process to present, discuss and receive input/direction on the Town Center Specific Plan work to this point. Materials will include a PowerPoint presentation. We will provide a brief set of meeting notes. The Ad Hoc Committee Meeting will be two hours in length. Planning Commission and City Council presentations will be crafted based on the agendas of those bodies. The meeting can occur as a joint session.

Task 3.6: Draft Specific Plan

The MIG Team will compile the information prepared during earlier tasks and create a comprehensive Draft Specific Plan. The Draft Specific Plan will meet all State specific plan content requirements. The Plan will include clear and comprehensive narrative and graphics that encompass all of the plan components and outline a compelling vision and implementation path for the future. The plan will be focused on implementation, and will include clear steps and strategies necessary to create positive change in the Project Area. Anticipated plan chapters include:

- Introduction, Background and Planning Process
- Overview of Baseline Conditions
- Vision, Goals and Planning Principles
- Development Plan
- Land Use and Site/Building Design
- Community and Streetscape Design

SCOPE OF WORK

- Mobility
- Infrastructure
- Implementation Program (including phasing and prioritization of improvements, series of funding options, and general financing strategy to implement the improvement efforts)

The Administrative Draft will be in Word format, with graphics attached and referenced in a PDF file. Staff will provide the MIG Team with one set of consolidated edits. The MIG Team will produce a Screencheck Draft Specific Plan based on City staff comments.

The Screencheck Draft plan will be formatted in InDesign and include narrative, photos, photo precedent imagery, diagrams and sketches/photo-simulations to illustrate the proposed improvements to the Project Area. Staff will review the Screencheck Draft plan and provide the MIG Team with one set of consolidated edits. MIG will then prepare a Draft Specific Plan based on staff edits.

Task 3.7 Draft General Plan Amendment / Zoning Recommendations

The MIG Team will draft General Plan Amendment language to accompany the Draft Specific Plan. This may include an update to the Land Use or Housing Elements to reflect updated development potentials or land use categories in the Town Center area. MIG will also draft recommendations for any zoning updates necessitated by the Draft Specific Plan with the idea that the Specific Plan will wholly replace underlying zoning.

The team will provide an administrative draft in Word format, with graphics attached as a PDF. Staff will provide MIG with one consolidated set of edits. MIG will then prepare a final draft Amendment and Recommendations.

Phase 3 Deliverables

- Meeting Agendas, PowerPoint Presentations and Summaries (PDF)
- Development Plan (PDF)
- Complete Street Assessment (PDF)
- Parking Assessment (PDF)
- Draft Design Guidelines (PDF)

- Draft Implementation Strategies (PDF)
- Administrative Draft Specific Plan (Word/PDF/10 printed copies)
- Screencheck Draft Specific Plan (InDesign/PDF)
- Draft Specific Plan (InDesign/PDF/10 printed copies)
- Administrative Draft General Plan Amendment (Word/PDF)
- Draft General Plan Amendment (Word/PDF)
- Administrative Draft General Plan Amendment / Zoning Recommendations (Word/PDF)
- Draft General Plan Amendment / Zoning Recommendations (Word/PDF)

Phase 4: Draft Supplemental EIR

Task 4.1: Initial Study, Notice of Preparation and Scoping Meeting

MIG will complete an Initial Study checklist to appropriately focus the topical contents of the project's Supplemental Environmental Impact Report (EIR). Those focus topics determined to have a "potentially significant impact" on the environment will then be further analyzed during the development of the Draft EIR and associated mitigation strategies will be identified. MIG will also prepare a Notice of Preparation (NOP) for the Draft Supplemental EIR. The Initial Study will be attached to the NOP for City staff approval and distribution to responsible and interested agencies, triggering the 30-day NOP response period.

MIG will aid City staff in compiling the NOP mailing list. MIG will also assist City staff in conducting one CEQA-required EIR scoping meeting with responsible and interested agencies and if the City desires, interested members of the public. MIG will be responsible for all mailing and noticing requirements as required by CEQA.

Task 4.2: Draft Supplemental EIR

Based on our understanding of the project and the extent of the revisions to the General Plan, we recommend preparation of a Supplement to the City's certified General Plan EIR pursuant to Section 15163 of the State CEQA Guidelines.

SCOPE OF WORK

A Supplemental EIR allows for “minor additions or changes” to make the previous EIR applicable to a revised project and “need contain only the information necessary to make the previous EIR adequately apply to the project in the changed situation.” Based on preliminary review of the project and the City’s certified General Plan EIR, we anticipate that the following EIR sections will require revision.

AESTHETICS. Consistent with CEQA, the EIR will independently evaluate the potential impacts of the Specific Plan land use policies and design standards and the anticipated build-out scenario under these provisions on the visual character and image of the planning area, including mountain views. Beneficial aesthetic effects of the Specific Plan also will be discussed. The EIR will then recommend any plan refinements warranted to minimize identified visual impacts.

AIR QUALITY. The EIR will assess the local and regional air emissions impacts of the Specific Plan build-out scenario based on the most recent adopted modeling criteria of SCAQMD, with criteria and toxic air contaminant modeling. The EIR will identify mitigations consistent with SCAQMD CEQA requirements for both construction and operation for any significant impacts.

GREENHOUSE GAS EMISSIONS. The EIR will address the GHG implications, both beneficial and adverse, of Specific Plan proposed development. The EIR will quantify project climate change impacts based on the most recent adopted modeling criteria of the South Coast Air Quality Management District (SCAQMD) with greenhouse gas emissions modeling.

The EIR will identify mitigations consistent with SCAQMD CEQA requirements for any significant impacts.

HYDROLOGY AND WATER QUALITY. Based on the existing conditions analysis prepared for the Specific Plan, the EIR will describe any drainage, flooding and water quality issues and will evaluate associated improvements recommended in the Specific Plan.

LAND USE AND PLANNING. The EIR will independently evaluate the land use implications, both beneficial and adverse, of the Specific Plan and will identify any significant impacts under CEQA. The EIR will then identify associated mitigation, including recommended Specific Plan refinements. In addition, to comply with CEQA, the consistency of the Specific Plan goals, policies and standards with pertinent Duarte General Plan policies and pertinent regional planning policies (e.g., SCAQMD) will be evaluated.

NOISE. Impacts of the Specific Plan development policies and associated future build-out on the local noise and vibration environment will be described, with short- and long-term noise measurements at up to five locations and projected noise modeling. The EIR will analyze construction noise and vibration, traffic noise and vibration and land use compatibility within the noise environment. The EIR will then identify effective and feasible mitigations.

POPULATION AND HOUSING. The EIR will describe the Specific Plan’s potential effects on housing and population to provide the statistical basis for related quantitative environmental impact evaluations (e.g., public services and utilities). Specific Plan implementation is not, in itself, expected to cause CEQA-defined population or housing impacts.

TRANSPORTATION AND TRAFFIC. We propose to use the services of Iteris, Inc. for the traffic analysis. At this time the scope has not been defined, but we anticipate that the EIR traffic analysis will evaluate up to eight intersections or roadway segments. This analysis will be conducted for the following scenarios: Existing Conditions, Existing Plus Project Conditions, Cumulative No Project Conditions and Cumulative Plus Project Conditions.

MIG will prepare an initial Administrative Review Draft EIR for City staff’s review. City staff will provide MIG one consolidated set of comments. MIG will then prepare a revised Screencheck Draft EIR for City staff’s review. Based on this second round of review, MIG will prepare a Public Review Draft EIR ready for public and agency circulation.

SCOPE OF WORK / BUDGET

Task 4.3: Final EIR and Statement of Overriding Considerations

MIG will prepare a Final EIR that includes responses to public and agencies comments received on the Draft EIR during the comment period. This will include a mitigation monitoring and reporting program (MMRP). MIG will prepare an initial Administrative Review Draft EIR for City staff's review. City staff will provide MIG one consolidated set of staff comments. MIG will then prepare a Public Release Final EIR. In addition, and with close coordination with the City Attorney, MIG will prepare a statement of overriding considerations, if needed.

Phase 4 Deliverables

- Initial Study (Word/PDF/10 printed copies)
- Notice of Preparation (Word/PDF/10 printed copies)
- Administrative Draft EIR (Word/PDF/10 printed copies)
- Screencheck Draft EIR (Word/PDF)
- Public Release Draft EIR (Word/PDF/30 printed copies)
- Administrative Final EIR (Word/PDF/10 printed copies)
- Public Release Final EIR (Word/PDF/20 printed copies)
- Mitigation Monitoring and Reporting Program (Word/PDF)
- Statement of Overriding Considerations (Word/PDF)

Phase 5: Final Specific Plan***Task 5.1: Planning Commission and City Council Public Hearings***

The MIG Team will meet with the Planning Commission once and the City Council once during the public review and approval process to present, discuss and receive input/direction on the draft Town Center Specific Plan. Additional hearings, if required, would be billed as additional services with prior City authorization.

Task 5.2: Final Town Center Specific Plan

Based on direction received from the City Council, the MIG Team will revise the draft plan and create a Final Town Center Specific Plan. We will work collaboratively with City staff on one round of revisions. Staff will provide MIG with one set of consolidated edits.

Phase 5 Deliverables

- Meeting Agendas, PowerPoint Presentations and Summaries (PDF)
- Final Town Center Specific Plan (Word/PDF/10 printed copies)

Budget

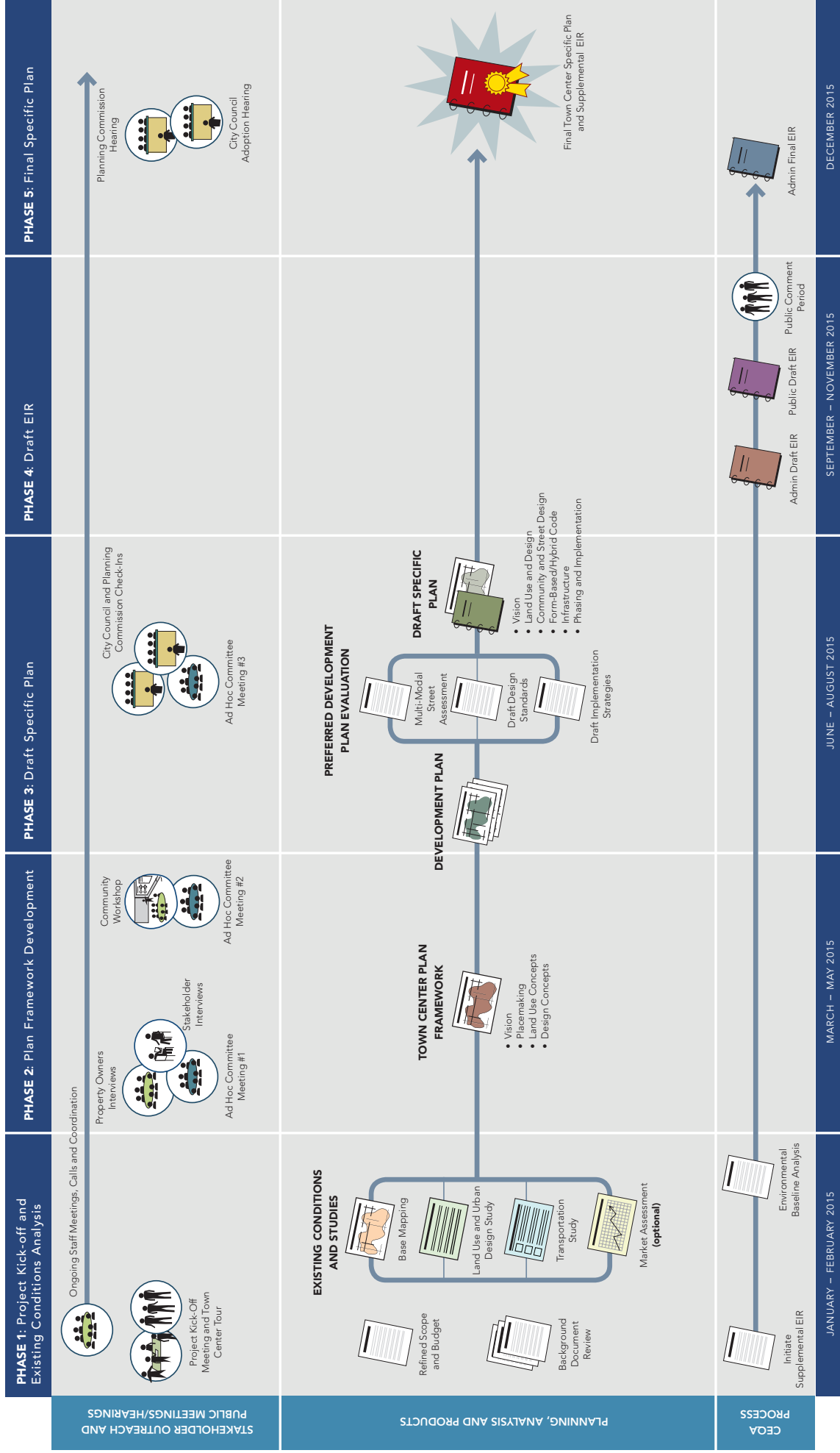
The MIG Team will take the lead in developing all work products and materials, running the outreach program and managing the overall project. We will ensure that City staff is engaged throughout the project in an efficient manner. The budget on page 28 describes our proposed budget in detail. We anticipate that refinement of the budget may occur upon further discussion with City staff.

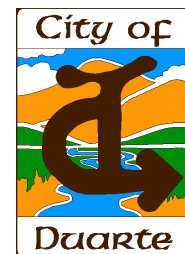
Detailed Proposed Budget



MIG																		Professional Fees Total
Chris Beynon Principal-in-Charge		Genevieve Sharrow Project Manager		Caldwell Urban Designer/Planner		Laura Stetson Strategic Advisor/ Zoning Expert		Phil Myrick Urban Design/ Placemaking		Project Associate/GIS			MIG Total	Traffic Consultant				
Hrs@	\$230	Hrs@	\$120	Hrs@	\$100	Hrs@	\$195	Hrs@	\$190	Hrs@	\$90							
Phase 1: Project Kick-Off and Existing Conditions Analysis																		
1.1	Review of Background Documents/Project Kick-off and Site Tour	6	\$1,380	12	\$1,440	8	\$800	0	\$0	8	\$1,520	0	\$0	34	\$5,140	\$0	\$5,140	
1.2	Refined Scope, Budget and Schedule	2	\$460	8	\$960	0	\$0	0	\$0	0	\$0	0	\$0	10	\$1,420	\$0	\$1,420	
1.3	Base Mapping	1	\$230	8	\$960	0	\$0	0	\$0	0	\$0	32	\$2,880	41	\$4,070	\$0	\$4,070	
1.4	Land Use and Urban Design Study	4	\$920	12	\$1,440	40	\$4,000	4	\$780	16	\$3,040	0	\$0	76	\$10,180	\$0	\$10,180	
1.5	Transportation Study	0	\$0	8	\$960	0	\$0	0	\$0	8	\$1,520	0	\$0	16	\$2,480	\$8,000	\$10,480	
1.6	Infrastructure Study	0	\$0	8	\$960	0	\$0	4	\$780	0	\$0	40	\$3,600	52	\$5,340	\$0	\$5,340	
1.7	Market Assessment Study (Optional)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	\$0	
	Subtotal	13	\$2,990	56	\$6,720	48	\$4,800	8	\$1,560	32	\$6,080	72	\$6,480	229	\$28,630	\$8,000	\$36,630	
Phase 2: Plan Framework Development																		
2.1	Town Center Ad Hoc Committee Meeting (#1)	6	\$1,380	12	\$1,440	12	\$116	0	\$0	4	\$760	0	\$0	34	\$3,596	\$1,000	\$4,596	
2.2	Property Owners Interviews	0	\$0	8	\$960	0	\$0	8	\$1,560	0	\$0	0	\$0	16	\$2,520	\$0	\$2,520	
2.3	Other Stakeholder Interviews	0	\$0	8	\$960	0	\$0	8	\$1,560	0	\$0	4	\$360	20	\$2,880	\$0	\$2,880	
2.4	Town Center Plan Framework	12	\$2,760	24	\$2,880	60	\$6,000	4	\$780	24	\$4,560	0	\$0	124	\$16,980	\$6,000	\$22,980	
2.5	Community Workshop	8	\$1,840	16	\$1,920	40	\$4,000	4	\$780	12	\$2,280	24	\$2,160	104	\$12,980	\$0	\$12,980	
2.6	Town Center Ad Hoc Committee Meetings (#2)	6	\$1,380	8	\$960	12	\$1,200	0	\$0	0	\$0	16	\$1,440	42	\$4,980	\$1,000	\$5,980	
	Subtotal	32	\$7,360	76	\$9,120	124	\$11,216	24	\$4,680	40	\$7,600	44	\$3,960	340	\$43,936	\$8,000	\$51,936	
Phase 3: Draft Specific Plan																		
3.1	Development Plan	16	\$3,680	30	\$3,600	60	\$6,000	2	\$390	24	\$4,560	0	\$0	132	\$18,230	\$0	\$18,230	
3.2	Multi-Modal Street Assessment	2	\$460	8	\$960	0	\$0	0	\$0	24	\$4,560	0	\$0	34	\$5,980	\$4,000	\$9,980	
3.3	Draft Design Guidelines	16	\$3,680	24	\$2,880	60	\$6,000	0	\$0	8	\$1,520	0	\$0	108	\$14,080	\$0	\$14,080	
3.4	Draft Implementation Strategies	8	\$1,840	24	\$2,880	4	\$400	6	\$1,170	0	\$0	0	\$0	42	\$6,290	\$0	\$6,290	
3.5	Ad Hoc Committee (#3), Planning Commission and City Council Check-Ins	6	\$1,380	16	\$1,920	20	\$2,000	12	\$2,340	0	\$0	20	\$1,800	74	\$9,440	\$2,000	\$11,440	
3.6	Draft Specific Plan	32	\$7,360	80	\$9,600	120	\$12,000	8	\$1,560	24	\$4,560	0	\$0	264	\$35,080	\$0	\$35,080	
3.7	Draft General Plan Amendment/Zoning Recommendations	0	\$0	8	\$960	0	\$0	6	\$1,170	0	\$0	0	\$0	14	\$2,130	\$0	\$2,130	
	Subtotal	80	\$18,400	190	\$22,800	264	\$26,400	34	\$6,630	80	\$15,200	20	\$1,800	668	\$91,230	\$6,000	\$97,230	
Phase 4: Draft SEIR																		
4.1	Initial Study, Notice of Preparation and Scoping Meeting		\$0	4	\$480	0	\$0	10	\$1,950	0	\$0	50	\$4,500	64	\$6,930	\$0	\$6,930	
4.2	Draft SEIR		\$0	4	\$480	0	\$0	50	\$9,750	0	\$0	240	\$21,600	294	\$31,830	\$16,000	\$47,830	
4.3	Final SEIR and Statement of Overriding Considerations		\$0	4	\$480	0	\$0	16	\$3,120	0	\$0	60	\$5,400	80	\$9,000	\$1,000	\$10,000	
	Subtotal		\$0	12	\$1,440	0	\$0	76	\$14,820	0	\$0	350	\$31,500	438	\$47,760	\$17,000	\$64,760	
Phase 5: Final Specific Plan																		
5.1	Planning Commission and City Council Public Hearings	12	\$2,760	20	\$2,400	0	\$0	0	\$0	0	\$0	0	\$0	32	\$5,160	\$0	\$5,160	
5.2	Final Town Center Specific Plan	4	\$920	24	\$2,880	32	\$3,200	0	\$0	0	\$0	0	\$0	60	\$7,000	\$0	\$7,000	
	Subtotal	16	\$3,680	44	\$5,280	32	\$3,200	0	\$0	0	\$0	0	\$0	92	\$12,160	\$0	\$12,160	
Project Management																		
6.1	Project Management	24	\$5,520	48	\$5,760	0	\$0	0	\$0	0	\$0	0	\$0	72	\$11,280	\$0	\$11,280	
	Subtotal	24	\$5,520	48	\$5,760	0	\$0	0	\$0	0	\$0	0	\$0	72	\$11,280	\$0	\$11,280	
	SUBTOTAL PROFESSIONAL FEE	165	\$37,950	426	\$51,120	468	\$45,616	142	\$27,690	152	\$28,880	486	\$43,740	1839	\$234,996	\$39,000	\$273,996	
	Direct Costs (Estimate)														\$8,000	\$0	\$8,000	
	Subconsultant Administrative Fee														\$1,950		\$1,950	
	TOTAL														\$244,946	\$39,000	\$283,946	

Town Center Specific Plan





MEMORANDUM

TO: Mayor and City Council
FROM: Craig Hensley, Community Development Director
DATE: January 13, 2015
SUBJECT: Exclusive Negotiating Agreement with Tipping Investment, LLC for the Properties at 1101 Oak Avenue and located at 1101 Oak Avenue and 1634 Third Street (North Yard and Old City Hall Building) to Consider Possible Residential Development

Staff recommends that the City Council authorize the City Manager to enter into an Exclusive Negotiating Agreement (ENA) with Tipping Investment, LLC for the City Owned properties at 1101 Oak Avenue and 1634 Third Street to negotiate the possible sale of the properties for a possible residential project. The City owns a total of about 71,869 square feet of property along Third Street.

The 1101 Oak Avenue property is currently occupied by the City as the north yard. Field Services uses the building for the storage of small equipment and the parking of trucks. The building has significant accessibility deficiencies and needs significant rehab work. The 1634 Third Street building currently houses the Chamber of Commerce, Duarte Montessori School and the DCTV studio. This building has accessibility deficiencies and also is in need of a variety of other improvements. Both need to have significant upgrades if the City intends to keep the buildings long term. Because of the age and condition of these buildings and because the surrounding area is predominantly residential, Staff recommends that residential use be considered.

Initiating this ENA does not require the City to agree to sell the properties. It allows the City the ability to work with Tipping Investment to determine the most appropriate type of development for the site and to consider the appropriate property price.

Tipping Investment , LLC is owned and operated by Richard Tipping who was formerly with Bowden Development and has served as project manager on other projects in the city such as townhouses at the site of the former Trails Restaurant and Duarte Gardens, the townhouses adjacent to Andres Duarte Plaza across Huntington Drive from the Senior center. Staff had discussed this project with other developers, but feels that Mr. Tipping is the most qualified because of: his past experience in Duarte; his ability to work with neighboring property owners to resolve issues; and his willingness to enter into an ENA for the project and work jointly towards development.

The proposed ENA gives the Developer six months to consider site development and requires \$25,000 in deposit to pay for city fees. During the negotiation period, Staff and the Developer plan to meet with the neighborhood to get input regarding proposed development and Third Street Park.

It is anticipated that the process to determine the development potential of the property may take a few months. It is Staff's intent to work with the current building tenants to find other appropriate locations.

Attachments: Exclusive Negotiating Agreement

EXCLUSIVE NEGOTIATING AGREEMENT

THIS EXCLUSIVE NEGOTIATING AGREEMENT (“Agreement”) is made and entered into as of _____, 2015, by and between the **CITY OF DUARTE**, a public body corporate and politic (“**City**”), and **TIPPING INVESTMENT, LLC.**, a [a limited Liability Corporation] (“**Developer**”). City and Developer are sometimes referred to in this Agreement, each individually, as a “**Party**,” or, collectively, as the “**Parties**.” City and Developer enter into this Agreement with reference to the following recited facts (each a “**Recital**”)

RECITALS

A. Developer desires to develop the following properties owned by the City, located at 1101 Oak Avenue and 1634 Third Street, and designated as (Assessor’s Parcel Numbers 8530-011-8530-011-913, 8530-011-914, 8530-011-915, 8530-011-905, 8530-011-911 and 8530-011-912 (collectively, the “**Site**”). The Site is shown on the Site Map, which is attached hereto as Exhibit A and incorporated herein by reference. The specific parcels included within the Site may be adjusted by mutual agreement of the Parties during the Negotiating Period (as the term is hereinafter defined).

B. Developer desires to negotiate the terms and provisions of a Purchase and Sale Agreement (“**PSA**”) and a Development Agreement (“**DA**”) with the City to acquire the City Parcels for the purpose of developing on the Site.

C. The Parties agree and acknowledge that the purpose of this Agreement is to establish a period during which the Developer shall have the exclusive right to negotiate with the City the terms of the PSA and DA, which will include and provide for, without limitation, the site plan and the specific uses of the Site.

D. The Parties intend that during the Negotiating Period (as the term is hereinafter defined) each will perform certain actions and responsibilities under this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE, FOR OTHER GOOD AND VALUABLE CONSIDERATION, AND THE MUTUAL PROMISES AND COVENANTS OF THE PARTIES SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE, AS FOLLOWS:

1. **Negotiating Period.** For the purposes herein, the City agrees to exclusively negotiate with the Developer and the Developer agrees to negotiate with the City for 180 days from the date of this Agreement (the “**Negotiating Period**”). If the City determines, after preparation of an initial study for a project that includes the Site pursuant to the CEQA (“**Initial Study**”), that an environmental impact report (“**EIR**”) is required to be prepared, then the Negotiating Period shall be extended to the date that is the earlier of (a) approval of the PSA and DA or (b) twelve (12) months from the date of completion of the Initial Study. In addition to the foregoing, the Parties may mutually agree in writing, in their respective sole and absolute discretion, to extend the Negotiating Period in accordance with such mutual agreement. The

initial study shall be prepared within thirty (30) days after the City's receipt of Developer's submission of the information listed in clauses (a), (b), and (c) of Section 4 hereof. If, on the basis of the completed Initial Study, the City determines that an EIR is required to be prepared, the Parties agree that the City shall contract with a consultant to be chosen by City ("**EIR Consultant**") to prepare the EIR on behalf of City. Costs associated with the preparation of an EIR (if required) shall be the responsibility of Developer, and shall be reimbursed by Developer to City pursuant to a separate agreement between the Parties. City and Developer shall negotiate diligently in good faith to carry out all the obligations of this Agreement on or before the times established in this Agreement, to establish development plans and concepts, and to establish the value of the Site. Except as the Negotiating Period is extended pursuant to this Section 1, if at the end of the Negotiating Period, the Parties have not completed the negotiations of the terms and provisions of the PSA and DA, then this Agreement shall automatically terminate without further written notice. Upon such automatic termination of the Agreement and expiration of the Negotiating Period, both Parties knowingly agree that neither Party shall have any further rights or remedies as against the other, except to the extent of City's obligation to return to Developer those amounts City is required by this Agreement to be returned to Developer.

2. **Deposit.** Within fifteen (15) days of the date of this Agreement, the Developer shall deliver to the City cash, federal wire transfer, or a cashier's or certified check in the amount of fifteen thousand dollars (\$15,000) (the "**Original Deposit**") as a good faith deposit. Within ninety (90) days of the Original Deposit, the Developer shall deposit an additional ten thousand dollars (\$10,000) (together with the Original Deposit, the "**Deposit**"). The Deposit may be drawn down and used by the City for its costs associated with real property appraisals, and related consulting and legal services undertaken at the direction of the City. There shall be no obligation to invest the Deposit funds, and if invested such funds may be in a general passbook account, any interest, if any, shall be retained in such account and accrue to the benefit of such account and be added to the amount of the Deposit. The City shall maintain accurate documentation of accrued interest (if any) and the expenditures of Deposit funds, which information shall be made available to the Developer upon request. If the Negotiating Period expires or this is terminated without the negotiation and approval of a mutually acceptable PSA and DA, the Deposit and accrued interest (if any) remaining at the time of expiration or termination shall be returned by the City to the Developer within ten (10) days after such expiration or termination. If the Parties enter into a mutually acceptable PSA, the full amount of the Deposit (including accrued interest, if any), without deductions for City expenditures, shall be applied in the PSA as a good faith deposit toward the purchase price of the Site.

3. **Developer's Negotiators.** The Developer represents to the City that Richard Tipping is the person with whom the City staff shall work on a day-to-day basis concerning the negotiations toward the execution of the PSA and DA. If the Developer desires to designate other individuals as the lead negotiators on the PSA and DA, then it shall provide written notification to the City in a timely manner.

4. **Developer Submissions.** Developer agrees that within ninety (90) days following the date of this Agreement it shall submit to the City the following documents, reports, and information in a form reasonably satisfactory to the City that will provide the City with the following information ("**Developer Submissions**"):

(a) A preliminary site plan that indicates the general lay-out of the project, which shall include and delineate the following elements:

1. The type, scope, design, and architecture of the development;
2. Required on- and off-site infrastructure improvements;
3. Site development, infrastructure, and state and local regulatory requirement costs;
4. The development schedule; and
5. Identification of any exceptions to title which Developer would disapprove.

The parties acknowledge that the submission of the site plan, and City staff's acceptance of the site plan, does not constitute a project approval or a commitment that the City will approve the PSA, the DA, or any associated permit or entitlement applications..

(b) A project description sufficient for the preparation of the Initial Study, including a plan for each property area that includes: estimated residential unit count and project density, and other related material sufficient to conduct an initial environmental and land use evaluation of the project.

(c) A proposed schedule for development of the Site.

(d) An economic pro forma shall be in a form typically submitted to a construction lender, and shall include, without limitation, hard and soft costs relating to construction and development.

(e) Descriptions of the proposed equity and debt and method of construction financing.

(f) Evidence that the Developer has had preliminary discussions with owners of property near the Site (the Parties recognizing and agreeing that public outreach and information to those property owners will be necessary to complete a comprehensive development of the Site).

The City agrees that all financial and economic information submitted by Developer to City shall be treated as confidential and as proprietary to the Developer and shall not be released to the public or treated as a public record unless consented to by the Developer in writing or required to be treated as a public record by applicable law; provided, however, that the City will consult with Developer (and, at Developer's option, Developer's legal counsel) prior to disclosing any information that is required by applicable law to be treated as a public record.

5. **Supplemental Progress Reports.** In addition to the information required in Section 4 above, at sixty (60) day intervals from the date of this Agreement (including all extended periods), the City may request, in writing, that the Developer provide to the City written reports regarding its progress in meeting the terms and obligations of this Agreement. Developer shall provide such information within 10 days of receiving such request(s). The City may also request additional verbal reports of such matters from the Developer, which Developer shall promptly and reasonably respond to.

6. **City Consideration of Developer Submittals.** Within thirty (30) days after Developer has submitted each item of the information described in Section 4 hereof, the City shall notify Developer in writing of its approval or disapproval of each such submittal(s) (and if disapproved, a reasonable statement of the reasons thereof). The Developer's Submissions pursuant to Section 4 hereof shall not be deemed approved by the City as a result of the City's failure to timely approve or disapprove such submissions.

7. **City Cooperation.** City agrees to cooperate with Developer in supplying financial institutions with appropriate information, if available and not otherwise privileged, to facilitate the obtaining of financing for the development of the Site. City shall also cooperate with Developer's professional consultants and associates in providing them with any information and assistance reasonably within the capacity of the City to provide in connection with the preparation of the Developer's submissions to the City pursuant to this Agreement or as required by state or local laws and regulations. City makes no warranty or guarantee that such a reciprocal access agreement will be obtained from the adjacent property owner.

8. **Design and Development Objectives.** The design and development objectives for the development of the Site shall be specified in the PSA and DA and the actual development shall be in conformity therewith. All design, architectural, and building plans for development shall be subject to review and approval of the City and the City.

9. **Change in Developer.** The qualifications of the Developer are of particular interest to the City. It is because of the qualifications that the City has entered into this Agreement with the Developer. Consequently, no person or entity, whether a voluntary or an involuntary successor of Developer, shall acquire any rights or powers under this Agreement nor shall the Developer assign all or any part of this Agreement without City approval. Any purported transfer, voluntary or involuntary or by operation of law, without City approval, shall be absolutely null and void and shall confer no rights whatsoever under this Agreement or relating in any respect the development of the Site upon any purported assignee or transferee. Notwithstanding anything in this Agreement, including this Section 9, to the contrary, Developer may assign its rights, obligations, and interests in this Agreement to (i) another entity in which Developer maintains both an interest and management control, and (ii) a lender for financing purposes related to the development of the Site.

10. **Non-Discrimination.** Developer shall not discriminate against nor segregate any person or group of persons on account of sex, race, color, marital status, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or

enjoyment of the development of the Site, nor shall the Developer establish or permit any such practice or practices of discrimination or segregation in the selection, location, number, use, or occupancy of tenants, lessees, subtenants, subleases or vendees of the properties.

11. **No Predetermination of City Discretion.** The Parties agree and acknowledge that nothing in this Agreement in any respect does or shall be construed to affect or prejudice the exercise of the City's and/or the City's discretion concerning consideration of any submittal by the Developer. Further, nothing in this Agreement in any respect does or shall be construed to affect or prejudice the City's and/or the City's discretion to consider, negotiate, or undertake the acquisition and/or development of any portion of the Site, or shall affect the City's compliance with the laws, rules, and regulations governing the acquisition and disposition of property.

12. **Agreement Does Not Constitute Development Approval.** The City reserves final discretion and approval as to any PSA and DA and all proceedings and decisions in connection therewith. This Agreement shall not be construed as a grant of development rights or land use entitlements to develop the Site or any other project. All design, architectural, and building plans for the development of the Site shall be subject to the review and approval of the City. By its execution of this Agreement, the City is not committing itself to or agreeing to undertake the disposition of the Site or other real property to the Developer, or any other acts or activities requiring the subsequent independent exercise of discretion by the City or any agency or department thereof.

13. **Address for Notices.** Any notices pursuant to this Agreement shall be in writing and sent by (a) Federal Express (or other established express delivery services which maintains delivery records); or (b) by hand delivery; or (c) by certified or registered mail postage prepaid, return receipt requested, to the following addresses:

To City: Craig Hensley
City of Duarte
1600 Huntington Drive
Duarte, California 91010
Attention: Craig Hensley

To Developer: Richard Tipping
Tipping Investment, LLC
305 E. Foothill Blvd.
Monrovia, CA 91016

Notices delivered by delivery service or hand delivered shall be effective upon receipt. Mailed notices shall be effective upon the earlier of actual receipt or the third business day following deposit with the United States Postal Service.

14. **Default.** Failure by either Party to negotiate in good faith or to perform any other of its duties as provided in this Agreement shall constitute an event of default under this

Agreement. The non-defaulting Party shall give written notice of a default to the defaulting Party, specifying the nature of the default and the action required to cure the default. If the default remains uncured fifteen (15) days after the date of such notice, the non-defaulting Party may exercise the remedies set forth in Section 15 of this Agreement.

15. Remedies for Breach of Agreement. In the event of an uncured default under this Agreement, the nondefaulting Party may terminate this Agreement. The Developer knowingly agrees that it shall have no right to specific performance for conveyance of the Site, nor to claim any right of title or interest in the Site or any portion thereof, nor to claim any right to damages or any other type of financial recovery beyond the return of the Deposit. City, in the event of a default by Developer, shall not have any right to claim any loss beyond the amount of the Deposit and any interest accrued thereon.

16. Nonliability of City Officers. No member, official, officer, employee, agent, representative, volunteer, or consultant of City shall be personally liable to Developer, or any successor in interest of Developer, in the event of any default or breach under the terms of this Agreement.

17. Waivers. No waiver of any breach of any covenant or provision contained in this Agreement shall be deemed a waiver of any preceding or succeeding breach or such provision, or of any other covenant or provision contained in this Agreement. No extension of the time for performance of any obligation or act or any waiver of any provision of this Agreement shall be enforceable against City or Developer, unless made in writing and executed by both City and Developer.

18. Insurance; Indemnification

(a) Insurance. On or prior to the Effective Date of this Agreement, Developer shall furnish or cause to be furnished to City, and shall obtain City's Community Development Director's approval (which approval shall not be unreasonably withheld) of duplicate originals of policies and endorsements, or appropriate certificates thereof, of bodily injury and broad form property damage insurance policies in the amount of at least Two Million Dollars (\$2,000,000), combined single limits, for death or injury to any person and property damage, naming the City and its respective officers, officials, members, employees, agents, volunteers, and representatives (hereinafter, collectively, "**City and City Personnel**") as additional insureds. In addition, all such insurance:

1. shall be primary insurance and not contributory with any other insurance City and City Personnel, or any of them, may have;
2. shall contain no special limitations on the scope of protection afforded to City and City Personnel;
3. shall be "date of occurrence" and not "claims made" insurance;

4. shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;
5. shall provide that the policy shall not be cancelled by the insurer or Developer unless there is a minimum of thirty (30) days prior written notice to City;
6. shall be endorsed to include a waiver of subrogation rights against City and City Personnel; and
7. shall be written by a California admitted insurer, or if a non-admitted insurer, the insurer shall be approved by the City's Community Development Director, which approval shall not be unreasonably withheld; and
8. shall not require Developer to meet a deductible or self-insured retention amount of more than One Hundred Thousand Dollars (\$100,000.00) unless approved in writing by the City's Community Development Director in his sole and absolute discretion.
9. Developer shall also furnish or cause to be furnished to City evidence reasonably satisfactory to City that any consultant or contractor with whom Developer has contracted for the performance of any work on or about or with respect to the Site carries workers' compensation insurance as required by the State of California.

(b) **Indemnification.** Developer shall defend, indemnify and hold harmless the City and City Personnel from and against all damages and liability, including but not limited to any and all claims, demands, expenses, fees, costs, liabilities, suits, causes of action, litigation, relocation benefits or expenses, attorneys' fees, and expert witness fees caused by the acts or omissions of Developer or its principals, directors, managers, shareholders, joint venturers, partners, employees, agents, or representatives in connection with this Agreement.

19. **Ownership.** If the negotiations contemplated by this Agreement do not result in the execution and approval of a Project Agreement by both Developer and City, Developer shall transfer to City copies of any reports, studies, analyses, site plan layouts, development cost estimates, engineering studies, memoranda, or similar documents regarding the proposed development and prepared during the Negotiation Period, which copies shall become the property of City. Such transfer shall be made without any representation or warranty by Developer as to the accuracy or sufficiency of the contents of such documents and shall be made subject to the rights of preparers of such documents, including but not limited to, the copyright (if any) associated with such document(s).

20. **Time of Essence.** Time is of the essence of every portion of this Agreement in which time is a material part.

21. **Governing Law.** City and Developer acknowledge and agree that this Agreement was negotiated and entered into in the City of Duarte, California. City and Developer agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the internal laws of the State of California, without application of principles of

conflicts of law. Service of process on City shall be made in accordance with the laws governing service of process on a public agency. Service of process on Developer shall be made in any manner permitted by law and shall be effective whether served inside or outside California.

22. **Interpretation.** Headings at the beginning of each section and paragraph of this Agreement are solely for the convenience of reference of City and Developer and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one or the other of City or Developer but rather as if both City and Developer prepared this Agreement. Unless otherwise indicated, all references to sections and paragraphs are to this Agreement. If any exhibits are referred to in this Agreement, such exhibits are either attached to this Agreement or incorporated into this Agreement by reference.

23. **Entire Agreement; Amendment.** This Agreement integrates all of the terms and conditions agreed to by the parties and supersedes all previous negotiations or agreements between the parties with respect to the subject matter hereof. This Agreement may be amended only by a document in writing signed by the parties hereto subject to the approval of the City Council.

24. **Broker's Commission.** Each Party represents that it has not engaged any broker, agency, or finder in connection with this Agreement, and agrees to hold the other Party harmless from any claim by any broker, agent, or finder retained by the Party making the above representation.

25. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

26. **Days.** The term “**days**” means calendar days. The term “**business days**” means days that Duarte City Hall is open for business to the general public. Developer acknowledges that Duarte City Hall is closed on Fridays and for holidays designated by the State of California or by ordinance or resolution of the City Council of the City. If the date on which City or Developer are required to take any action pursuant to the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

27. **No Third-Party Beneficiaries.** None of the terms or provisions of this Agreement are intended to benefit any person or entity other than City, City, or Developer. No affiliate, joint venturer, or partner of Developer has any rights pursuant to this Agreement.

28. **Entity City.** The person(s) executing on behalf of each of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first appearing above.

CITY:

CITY OF DUARTE, a public body,
corporate and politic

By: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

DEVELOPER:

TIPPING INVESTMENT, LLC., a [a limited Liability
Corporation]

By: _____

Its _____

Exhibit A

