

MEMORANDUM

TO: City Council
FROM: City Manager
DATE: October 4, 2018
SUBJECT: Comments on Agenda Items, Meeting of October 9, 2018

A City Council Workshop will be held at 5:00 p.m. to discuss the possible development of the Duarte Station area, and a possible amendment to the Duarte Station Specific Plan. Woodward, one of the main property owners in the plan area, is in the process of selling its property and is working with a developer to create a buildable plan. The Workshop will focus on the current zoning and possible changes that could make development of the area more feasible.

ITEM 7.A. An update will be provided on activities undertaken by the Mayor's Youth Council.

ITEM 7.B. The City Council will recognize the Duarte Route 66 Parade Committee on another successful parade.

ITEM 7.C. A Proclamation will be presented recognizing October as Filipino-American History Month.

ITEM 11.D (Consent). This item recommends that the current Administrative Assistant position in the City Manager's Office be reclassified to a Management Analyst position. The goal with this reclassification is to keep continuity within the office at a level where the position will be held for a longer period of time, rather than the short time (less than two years) of the previous staff members.

ITEM 11.E (Consent). A request has been made by the Duarte Historical Society for the City to co-sponsor the annual Craft Fair to be held on December 8, 2018, at Andres Duarte Plaza/Grace Fellowship Church. With this co-sponsorship, the City will provide access to the City's various marketing venues including banner opportunities, website, electronic sign, social media platforms, etc. which generally comes with a co-sponsorship designation.

ITEM 11.F (Consent). This is to authorize the City Manager to execute a Professional Services Agreement with Kosmont Companies in the amount of \$40,000 to provide consulting services related to development financing strategies. These services would include analysis of the potential for financing incentives and mechanisms for the project, including but not limited to an enhanced infrastructure financing district, community revitalization and investment authority, and/or Community Facilities District. This item also includes the approval of a related budget amendment.

ITEM 11.G (Consent). This is to authorize the City Manager to execute a Professional Services Agreement with MIG, Inc., in the amount of \$280,380 for the preparation of an amendment to the Duarte Station Specific Plan and associated Supplemental EIR. This item also asks for approval of an associated General Fund budget amendment, and approval of an agreement with MJW Investment Group to reimburse the City for these consultant costs.

In discussions with a variety of developers and the Woodward real estate team, it is clear that for the Duarte Station area to be developable, in the short term, that the Specific Plan needs to be amended to allow higher residential densities. The Plan currently permits up to 475 residential units, 400,000 square feet of office, 250 hotel rooms, and 12,000 square feet of commercial. The proposed Specific Plan amendment would analyze the increase of residential unit count as density. The intent is not to significantly change the design philosophy or to change the Plan's focus on mixed-use or amenities.

ITEM 13. This is a re-hearing of a Public Hearing to consider Zone Change 15-1, the City of Hope Specific Plan (COHSP), and a Development Agreement between the City and the City of Hope regarding the Campus Plan and the related build-out in the Plan area. On March 13, 2018, the City Council held a Public Hearing to consider the City of Hope Campus Plan, and at that time, approved the Final EIR, a General Plan Amendment, a Zone Change, and the Specific Plan for first reading. A second reading was delayed until the city of Irwindale had an opportunity to hold Public Hearings for the portion of the campus within its jurisdiction.

During preparation of holding Public Hearings on the Campus Plan, the city of Irwindale identified modifications to the City of Hope Specific Plan related to updates to the Irwindale approval process, differences in project processing between the cities of Irwindale and Duarte, and a section related to improvements with Caltrans within their boundaries. The Irwindale City Council held a Public Hearing to approve the Specific Plan by resolution and ordinance on May 9, 2018.

For the past several months, Duarte staff has been working with the City of Hope on a Development Agreement that will guide the Specific Plan implementation process. On September 17, 2018, the Planning Commission held a Public Hearing to consider the recommendation of the Development Agreement to the City Council. The Planning Commission unanimously voted to recommend City Council approval of the Development Agreement. The Development Agreement is associated, but is being considered separately from the request to approve Zone Change 15-1 and COHSP.

The draft October 2018 City of Hope Specific Plan document provided to the Council and available for public review includes the revisions and modifications approved by the city of Irwindale, updates to past approvals and hearing dates, and alterations to the Development Project Review Authority. Other than these changes, the COHSP remains the same as presented to and approved by the Duarte City Council on March 13, 2018. A final City of Hope Specific Plan would be produced after the adoption of the ordinances at their second reading.

Respectfully submitted,



Darrell J. George
City Manager



Proclamation

FILIPINO-AMERICAN HISTORY MONTH

WHEREAS, the earliest documented evidence of Filipinos in the continental United States was in October 1587, when mariners called "Luzones Indios" under Spanish command landed in Morro Bay, California; and

WHEREAS, Filipino-Americans have contributed greatly to the economic, intellectual, spiritual, social, cultural, and political vitality of the United States; and

WHEREAS, throughout the Nation's history, Filipino-Americans have served as members of the Armed Forces, stepping forward to help safeguard the values upon which we stand; and

WHEREAS, in 1966, Filipino-American labor leaders Larry Itliong and Philip Vera Cruz, working alongside Cesar Chavez, Gilbert Padilla, and Dolores Huerta, were instrumental in merging the Filipino Agricultural Workers Organizing Committee with the Latino National Farm Workers Association, forming the United Farm Workers of America, the Nation's first enduring and largest farm workers' union; and

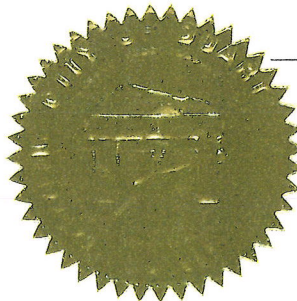
WHEREAS, today Filipino-Americans make up one of the largest Asian-American ethnic groups in the United States, and have contributed to the arts, business, health, education, technology, and public service of our communities; and

WHEREAS, Filipino-American History month was established in October 1988 to commemorate the presence of the first Filipinos on U.S. soil, and to recognize the contributions of Filipinos and Filipino-Americans to our history;

NOW, THEREFORE, BE IT RESOLVED that the City of Duarte proclaims October 2018 as FILIPINO-AMERICAN HISTORY MONTH, and encourages all to reflect on the historical, cultural, and social contributions Filipino-Americans have made, and to instill in our youth the importance of education, history, and culture in creating eminent role models and producing exceptional citizens.

ATTEST:

City Clerk Marla Akana
Duarte, California
October 9, 2018



Mayor John Fasana



City of Duarte

Council Warrant Register Over \$5000

By Payment Number

Payment Dates 09/26/2018 - 10/09/2018

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
127	10/9/2018	4286	MAXTREME INC			8,900.00
	13370	IT Helpdesk 9/2018		100-1815-7965		8,700.00
	13370	IT Helpdesk/Crash Plan Recovery 9/2		100-1815-7980		200.00
211017	9/26/2018	5802	CARMAX			20,146.42
	9262018	2017 Hyundai Sonata Hybrid VIN: KM		320-3205-8013		20,146.42
211067	10/9/2018	3889	BRIGHTVIEW LANDSCAPE SERVICES INC			22,527.59
	5895429	Amberwood Irrigation Repairs		240-2423-7887		263.18
	5945309	Landscape Maintenance Svcs 9/2018		100-1020-7724		115.00
	5945309	Landscape Maintenance Svcs 9/2018		100-1415-7916		2,130.00
	5945309	Landscape Maintenance Svcs 9/2018		100-1825-7945	990002 - Oper of Acq Prop - Duarte Trailer Park	41.67
	5945309	Landscape Maintenance Svcs 9/2018		100-1825-7945	250016-Oper of Acq Prop-1229 Pops Road	41.67
	5945309	Landscape Maintenance Svcs 9/2018		240-2410-7915		7,500.00
	5945309	Landscape Maintenance Svcs 9/2018		240-2410-7917		4,145.00
	5945309	Landscape Maintenance Svcs 9/2018		240-2410-7917		485.00
	5945309	Landscape Maintenance Svcs 9/2018		240-2420-7914		345.16
	5945309	Landscape Maintenance Svcs 9/2018		240-2421-7914		1,300.00
	5945309	Landscape Maintenance Svcs 9/2018		240-2422-7914		480.58
	5945309	Landscape Maintenance Svcs 9/2018		240-2423-7914		900.00
	5945309	Landscape Maintenance Svcs 9/2018		240-2424-7914		550.00
	5945309	Landscape Maintenance Svcs 9/2018		240-2425-7914		400.00
	5945309	Landscape Maintenance Svcs 9/2018		240-2426-7914		180.00
	5945309	Landscape Maintenance Svcs 9/2018		240-2427-7914		630.33
	5945309	Landscape Maintenance Svcs 9/2018		240-2431-7914		800.00
	5945309	Landscape Maintenance Svcs 9/2018		240-2432-7914		835.00
	5945309	Landscape Maintenance Svcs 9/2018		240-2433-7914		530.00
	5945309	Landscape Maintenance Svcs 9/2018		240-2434-7914		355.00
	5945309	Landscape Maintenance Svcs 9/2018		240-2435-7914		500.00
211076	10/9/2018	2028	COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS			11,924.58
	REPW-18091000903	Industrial Waste Inspections 8/2018		100-1405-7801		2,679.41
	REPW-18091001260	Traffic Signal Maintenance 8/2018		240-2405-7890		9,245.17
211092	10/9/2018	3957	JCL TRAFFIC SERVICES			6,468.45
	96883	Street Name Signs		220-2225-7980		120.45
	97099	Rt 66 Parade Caltrans Closure		100-1020-7717		1,984.00
	97100	Rt 66 Parade Street Closure		100-1020-7717		4,364.00
211095	10/9/2018	5637	LA MOBO BUS SERVICE INC			14,747.82
	7383	Bus 103 Injectors/Coolant/EGR Valves		440-4405-7887		6,964.07
	7388	Bus 103 Air Compressor		440-4405-7887		3,068.65
	7396	Bus 102 PM Service		440-4405-7887		331.68
	7416	Bus 102 Transmission Service		440-4405-7887		504.38
	7417	Bus 102 Replace A/C Belt/Air Filter/Sc		440-4405-7887		464.27
	7460	Bus 104 PM Service/Inspection		440-4405-7887		392.73
	7514	Veh 100 Inspection/Engine Belt		100-1605-7650		189.94
	7539	Bus 103 PM Svc/2 Batteries/AC Filter		440-4405-7887		1,000.74
	7567	Dump Truck-Rear Screen Cover Install		100-1410-7650		732.16
	7571	Veh 9 PM Service/Engine Air Filter		100-1410-7650		278.09
	7573	Bus 102 Radiator Fan Belt/Engine Oil		440-4405-7887		132.47
	7575	Bus 104 Oil/Clear Codes/Sensors		440-4405-7887		311.18
	7618	Bus 104 Air Dryer Purge Valve Repair		440-4405-7887		377.46

Council Warrant Register Over \$5000

Payment Dates: 09/26/2018 - 10/09/2018

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Project Account Key	Payment Amount Item Amount
211101	10/9/2018	2461	MOUNTAIN VISTA PLAZA			11,098.59
	10/2018	Public Safety Lease		100-1205-7787		11,098.59
211106	10/9/2018	4159	ECM PECO INC / PRECISION ELECTRIC CO			6,431.50
	223008	Electrical Work @ Royal Oaks Park Bl		100-1410-7980		4,647.75
	223031	Hunt Dr/Highland Ave New GFI		100-1820-7771		1,783.75
211108	10/9/2018	0904	RKA CONSULTING GROUP			12,216.25
	27969	Engineering Srvcs 8/2018		100-1405-7969		933.75
	27970	Engineering Plan Check 8/2018		100-1405-7969		320.00
	27971	Contract City Eengineer 8/2018		100-1405-7969		2,700.00
	28043	Community Garden Engineering Srvcs		100-1405-7969		1,962.50
	28044	Engineering-Royal Oaks Signal 8/2018		100-1405-7969	201725-Royal Oaks Signal-Cap Improvements	6,300.00
211110	10/9/2018	0196	RUTAN & TUCKER LLP			34,365.25
	819254	Code Enforcement Legal 8/2018		100-1015-7684		157.50
	819256	City of Hope Legal 8/2018		100-1015-7686	201406-Legal Fees-City of Hope EIR Reimb	3,552.00
	819372	Environmental/Stormwater Litigation		100-1015-7686		18,179.25
	819517	General City Attorney (Retainer) 8/20		100-1015-7680		12,476.50
211115	10/9/2018	5441	SILVER & WRIGHT LLP			17,262.93
	23829-50118	Code Enforcement Legal 4/2018		100-1015-7684		17,262.93
211119	10/9/2018	3661	SUPERIOR CT OF CAL CO OF LOS ANGELES			5,362.50
	92418	Citation Revenue Tax 8/2018		100-1205-7761		5,362.50
211122	10/9/2018	4616	TOTALFUNDS			5,000.00
	100118	Postage for Meter		100-1825-7626		5,000.00
211125	10/9/2018	1521	WEST COAST ARBORISTS INC			34,898.00
	140197	Citywide Tree Trimming		240-2410-7906		25,820.00
	140225	Citywide Tree Trimming		240-2410-7906		649.00
	140442	Citywide Tree Trimming		240-2410-7906		8,429.00
Payment Total:						211,349.88

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	113,192.96
220 - GAS TAX FUN	120.45
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	64,342.42
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	20,146.42
440 - PROPOSITION A TRANSIT FUND	13,547.63
Grand Total:	211,349.88

Account Summary

Account Number	Account Name	Payment Amount
100-1015-7680	City Attorney Legal	12,476.50
100-1015-7684	Code Enforcement Legal	17,420.43
100-1015-7686	Other Legal Services	21,731.25
100-1020-7717	Route 66 Parade	6,348.00
100-1020-7724	Post Office Parking	115.00
100-1205-7761	Parking Ticket Collect	5,362.50
100-1205-7787	Public Safety Cntr Lease	11,098.59
100-1405-7801	Industrial Waste Inspecti	2,679.41
100-1405-7969	City Engineer	12,216.25
100-1410-7650	Vehicle Maintenance	1,010.25
100-1410-7980	Other Expenses	4,647.75
100-1415-7916	Landscape-Sport Park	2,130.00
100-1605-7650	Vehicle Maintenance	189.94
100-1815-7965	Professional Services	8,700.00
100-1815-7980	Other Expenses	200.00
100-1820-7771	Repair Of City Property	1,783.75
100-1825-7626	Postage	5,000.00
100-1825-7945	Operation Of Acq Prop	83.34
220-2225-7980	Other Expenses	120.45
240-2405-7890	Repairs-Traffic Signal	9,245.17
240-2410-7906	Tree Trim-Citywide	34,898.00
240-2410-7915	Landscape-Citywide	7,500.00
240-2410-7917	Landscape-Medians	4,630.00
240-2420-7914	Landscape Maintenance	345.16
240-2421-7914	Landscape Maintenance	1,300.00
240-2422-7914	Landscape Maintenance	480.58
240-2423-7887	Repairs & Replacements	263.18
240-2423-7914	Landscape Maintenance	900.00
240-2424-7914	Landscape Maintenance	550.00
240-2425-7914	Landscape Maintenance	400.00
240-2426-7914	Landscape Maintenance	180.00
240-2427-7914	Landscape Maintenance	630.33
240-2431-7914	Landscape Maintenance	800.00
240-2432-7914	Landscape Maintenance	835.00
240-2433-7914	Landscape Maintenance	530.00
240-2434-7914	Landscape Maintenance	355.00
240-2435-7914	Landscape Maintenance	500.00
320-3205-8013	Vehicles (Capital)	20,146.42
440-4405-7887	Repairs & Replacements	13,547.63
Grand Total:		211,349.88

Project Account Summary

Project Account Key	Payment Amount
None	201,414.54
201406-Legal Fees-City of Hope EIR Reimb	3,552.00
201725-Royal Oaks Signal-Cap Improvements	6,300.00
250016-Oper of Acq Prop-1229 Pops Road	41.67

Project Account Summary

Project Account Key
990002 - Oper of Acq Prop - Duarte Trailer Park
Grand Total:

Payment Amount
41.67

211,349.88



City of Duarte

Council Warrant Register by Account By Fund

Payment Dates 09/26/2018 - 10/09/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 100 - GENERAL FUND					
100-1005-7641	VALLEY LIGHT INDUSTRIES INC	John Fasana Inclusion Fusion Fashion Show 9/16/18	211123		35.00
100-1005-7642	VALLEY LIGHT INDUSTRIES INC	M Finlay Inclusion Fusion Fashion Show 9/16/18	211123		35.00
100-1005-7646	VALLEY LIGHT INDUSTRIES INC	Tzeitel Paras nclusion Fusion Fashion Show 9/16/18	211123		35.00
100-1005-7647	VALLEY LIGHT INDUSTRIES INC	Liz Reilly Inclusion Fusion Fashion Show 9/16/18	211123		35.00
100-1005-7647	U.S. BANK	Liz Reilly 38th Fall Ed Summit 10/5/18	124		400.00
100-1005-7648	SMART & FINAL	Sam Kang Trade Expo Event	122		74.06
100-1005-7648	U.S. BANK	Napolitano Trade Expo Coffee (Starbucks)	124		84.75
100-1010-7610	DUARTE ADMINISTRATION PETTY C	Karen Herrera NAACP Event Parking	211030		12.00
100-1010-7610	DUARTE ADMINISTRATION PETTY C	Karen Herrera League Meeting Parking	211030		15.00
100-1010-7610	U.S. BANK	Darrell George Mtg w/Robert Stone (Bella Sera)	124		45.97
100-1010-7610	U.S. BANK	Darrell George Mtg w/ Parade Committee Chair	124		30.05
100-1010-7610	U.S. BANK	Darrell George Mtg RE:TOD Project (Outback)	124		31.59
100-1010-7610	U.S. BANK	Darrell George Chris Jeffers' Retirement	124		85.26
100-1010-7614	DUARTE ADMINISTRATION PETTY C	Iliana Garcia Reception Food	211030		44.18
100-1010-7614	DUARTE ADMINISTRATION PETTY C	Iliana Garcia Reception Decorations	211030		59.60
100-1010-7614	DUARTE ADMINISTRATION PETTY C	Office Supplies	211030		13.37
100-1010-7614	SMART & FINAL	Iliana Garcia Reception Supplies	122		18.23
100-1010-7614	SMART & FINAL	Iliana Garcia Reception Supplies	122		3.10
100-1010-7650	EXXONMOBIL	Fuel-City Manager	211033		43.50
100-1010-7965	BECKER BOARDS SMALL LLC	210/605 Fwy Billboard Ads 4/30/18 - 5/27/18	211063		1,500.00
100-1010-7965	BECKER BOARDS SMALL LLC	210/605 Fwy Billboard Ads 9/17/18 - 10/14/18	211063		1,500.00
100-1010-7980	DUARTE ADMINISTRATION PETTY C	TC Courtyard Event Cupcakes	211030		26.86
100-1010-7980	DUARTE ADMINISTRATION PETTY C	Troy W CC Reception Cake	211030		18.99
100-1010-7980	J & J SPORTS & TROPHIES	Margaret Finlay Polo Shirts	211091		54.75
100-1010-7980	SMART & FINAL	CC Reception/Candidate Orientation Meeting	122		77.05
100-1010-7980	U.S. BANK	Council Meeting Supplies (Target)	124		35.04
100-1010-7980	U.S. BANK	61st Anniversay Reception (Party City)	124		41.52
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 8/2018	211110		12,476.50
100-1015-7682	BURKE, WILLIAMS & SORENSEN LL	Labor Legal 8/2018	211069		82.50
100-1015-7684	SILVER & WRIGHT LLP	Code Enforcement Legal 4/2018	211115		17,262.93
100-1015-7684	RUTAN & TUCKER LLP	Code Enforcement Legal 8/2018	211110		157.50
100-1015-7686	RUTAN & TUCKER LLP	City of Hope Legal 8/2018	211110	201406-Legal Fees-City of Hope EIR Reim	3,552.00
100-1015-7686	RUTAN & TUCKER LLP	Environmental/Stormwater Litigation (NPDES) 8/2018	211110		18,179.25
100-1020-7710	LUDECKE PROPERTY MANAGEMEN	Chamber Lease 10/2018	211100		1,600.00
100-1020-7712	U.S. BANK	Facebook Ads	124		41.89
100-1020-7712	U.S. BANK	Hootsuite 8/2/18 - 9/1/18	124		14.99
100-1020-7716	U.S. BANK	CHYLL/DART Donation (FSP Designs)	124		32.85
100-1020-7717	JCL TRAFFIC SERVICES	Rt 66 Parade Caltrans Closure	211092		1,984.00
100-1020-7717	JCL TRAFFIC SERVICES	Rt 66 Parade Street Closure	211092		4,364.00
100-1020-7724	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance Srvc 9/2018	211067		115.00
100-1020-7726	U.S. BANK	Adobe Creative Cloud	125		34.99
100-1020-7980	SHAFFER AWARDS	Michael Antonovich Key to the City Plaque	211112		95.21
100-1020-7980	EUROPEAN PERSONAL CHEF INC	Deposit-Annual Employee Event Caterer	211032		1,149.12
100-1205-7610	U.S. BANK	Brian Villalobos Contract Cities Full Summit	123		400.00
100-1205-7612	KIWANIS CLUB OF DUARTE	Aida Torres Dues 8/1/18 - 7/31/19	211094		360.00
100-1205-7614	STAPLES ADVANTAGE	Office Supplies	211117		230.07
100-1205-7614	U.S. BANK	Office Supplies (Target)	123		10.93
100-1205-7614	U.S. BANK	Office Supplies (Target)	123		23.81
100-1205-7615	DANIEL FLORES	DJ & Movie Sound CERT Networking Event	211035		250.00
100-1205-7615	CIMA FIRE PROTECTION CO	Public Safety Fire Extinguisher Service	211072		115.00
100-1205-7615	U.S. BANK	CERT Prize Wheel (Amazon)	123		50.32
100-1205-7615	THOMSON REUTERS-WEST PUBLIS	Emergency Software 8/1/18 - 8/31/18	211053		148.53
100-1205-7615	CRITERION PICTURES USA	CERT Networking Event 'Volcano' Screening	211077		175.00

Council Warrant Register by Account

Payment Dates: 09/26/2018 - 10/09/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1205-7636	FSP DESIGNS	Public Safety Staff Uniforms	211084		148.18
100-1205-7650	ALEX ROMO INC.	Veh 24 PM Srvcs/Tire	211062		282.53
100-1205-7650	ALEX ROMO INC.	Veh 13 PM Srvcs/Alternator	211062		680.27
100-1205-7650	JAN'S TOWING INC	R24 Emergency Vehicle Lockout	211038		40.00
100-1205-7694	STAPLES ADVANTAGE	Public Safety Commisison Supplies	211117		72.70
100-1205-7761	DATA TICKET INC	2nd ElectronicTicket Writer	211078		863.81
100-1205-7761	SUPERIOR CT OF CAL CO OF LOS AN	Citation Revenue Tax 8/2018	211119		5,362.50
100-1205-7761	DATA TICKET INC	Admin Citation Processing 8/2018	211078		2,392.00
100-1205-7761	DATA TICKET INC	Parking Citation Processing 8/2018	211078		1,428.53
100-1205-7779	U.S. BANK	Youth Dodger Tickets 9/5/18 (Gametime)	123		602.00
100-1205-7779	U.S. BANK	DHS Recruitment Lunch 8/6/18 (Subway)	123		43.95
100-1205-7779	U.S. BANK	Tobacco Pre-Survey Operation Consumables	123	201904-Youth Prgm-Tobacco Grant	89.98
100-1205-7779	U.S. BANK	DART Maze Rooms LA Trip 9/15/18 (Groupon)	123		230.00
100-1205-7779	U.S. BANK	Tobacco Control Teen Group Dinner (Tropicana Mkt)	123	201904-Youth Prgm-Tobacco Grant	139.97
100-1205-7779	U.S. BANK	DART Movie 7/24/18 (Monrovia Movie Grill)	123		65.00
100-1205-7779	U.S. BANK	DART Laser Tag Trip 8/22/18 (Ultrazone)	123		255.00
100-1205-7779	U.S. BANK	Youth Beach Trip 7/30/18 Lunch/Dinner (Subway)	123		302.49
100-1205-7779	U.S. BANK	Youth Huntington Beach Trip 7/30/18 Parking	123		15.00
100-1205-7779	U.S. BANK	Tobacco Control Event 8/17/18 Water (Target)	123	201904-Youth Prgm-Tobacco Grant	11.67
100-1205-7779	U.S. BANK	DHS Recruitment Lunch 8/7/18 (Subway)	123		35.37
100-1205-7779	U.S. BANK	DHS Recruitment 8/6/18 (Target)	123		7.00
100-1205-7779	AIDA TORRES	DART Seal Beach Outdoor Movie Dinner	211054		54.92
100-1205-7779	AIDA TORRES	DART Event Birthday 9/15/18	211054		11.38
100-1205-7780	COUNTY OF LOS ANGELES - ANIMA	Animal Shelter Srvcs 8/2018	211075		2,122.10
100-1205-7787	MOUNTAIN VISTA PLAZA	Public Safety Lease	211101		11,098.59
100-1205-7980	SHAFFER AWARDS	Tony Hadloc Name Badge	211112		10.90
100-1205-7980	DUARTE PIZZA COMPANY	Rt 66 Parade Lunch	211080		422.75
100-1205-7980	U.S. BANK	NNO 8/7/18 Volunteer/Staff Drinks (Sonic)	123		39.27
100-1205-7980	U.S. BANK	NNO 8/8/18 Visa Giftcards (Target)	123		55.00
100-1205-7980	U.S. BANK	Tobacco Control Event Visa GiftCard (CVS)	123	201904-Other Exp-Tobacco Grant	217.85
100-1205-7980	U.S. BANK	Pre-Survey Operation Participation Giveaways	123	201904-Other Exp-Tobacco Grant	60.00
100-1205-7980	U.S. BANK	Cal VIP Interview Panelists Lunch (Tropicana Mkt)	123		89.98
100-1205-7980	U.S. BANK	Movie Night 7/28/18 Volunteer/Staff Drinks (Sonic)	123		47.47
100-1205-7980	U.S. BANK	Coffee with A Deputy (Starbucks)	123		91.40
100-1205-7980	U.S. BANK	Movie Night 7/28/18 Supplies (Home Depot)	123		14.54
100-1205-7980	U.S. BANK	NNO (2) Inflatables 8/7/18 (LA Party Works)	123		1,050.00
100-1205-7980	AIDA TORRES	Crime Prevention Specialist Lunch /Case Manager	211054		28.45
100-1205-7980	BOYS & GIRLS CLUBS OF THE FOOT	Tobacco Ed-CBO 8/2018	211065	201904-Other Exp-Tobacco Grant	4,486.96
100-1205-7980	SWANK MOTION PICTURES INC	7/28/18 Movie Night 'Coco' Rental	211051		435.00
100-1405-7610	U.S. BANK	Craig Hensley Meeting w/Schwimmer (Metro Day Pass)	126		7.00
100-1405-7610	U.S. BANK	Craig Hensley Meeting w/Metro (Metro Goldline)	126		5.50
100-1405-7610	U.S. BANK	Field Srvcs Mgr Interview Panel Lunch (the Derby)	126		154.60
100-1405-7610	U.S. BANK	Public Works Manager Interview Lunch 9/20/18	126		37.69
100-1405-7610	U.S. BANK	David Eoff Managing Multiple Priorities 12/6/18	126		99.00
100-1405-7610	U.S. BANK	Craig Hensley COG Meeting Parking	126		7.00
100-1405-7610	U.S. BANK	Field Srvcs Mgr Interview Panel Coffee/Treats	126		29.90
100-1405-7612	LORMAN EDUCATION SERVICES	Nick Baldwin Online Training Srvcs	211099		612.32
100-1405-7612	U.S. BANK	Daily Bulletin Online Subscription	126		9.90
100-1405-7612	U.S. BANK	California Land Use Book (Solano Press)	126		134.98
100-1405-7612	U.S. BANK	Hightail-Lg Data File Transfer Subscription	126		15.99
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	211117		22.22
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	211117		6.69
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	211117		85.17
100-1405-7614	STAPLES ADVANTAGE	Credit for Invoice \$3388357478	211117		-17.95
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	211117		103.03
100-1405-7614	U.S. BANK	FriXon Pens (Pilotpen.com)	126		48.10
100-1405-7650	ALEX ROMO INC.	Veh 19 (4) Tires	211062		715.58
100-1405-7690	WALLACE WOLFF	Planning Commission Meeting	211126		50.00
100-1405-7690	SARA VASQUEZ	Planning Commission Meeting	211124		50.00
100-1405-7690	GEORGE K FARRA	Planning Commission Meeting	211083		50.00

Council Warrant Register by Account

Payment Dates: 09/26/2018 - 10/09/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1405-7801	COUNTY OF LOS ANGELES DEPART	Industrial Waste Inspections 8/2018	211076		2,679.41
100-1405-7802	U.S. BANK	Amanda Hamilton CASQA Conference 10/17/18	126		320.00
100-1405-7802	U.S. BANK	NPDES Info Event Toy Giveaways (Oriental Trading)	126		98.36
100-1405-7802	U.S. BANK	NPDES Grow a Pine Tree Kit Giveaways (4imprint)	126		680.24
100-1405-7802	U.S. BANK	NPDES Giveaway Rainbarrel (Hayneedle)	126		250.26
100-1405-7802	U.S. BANK	Amanda Hamilton CASQA Membership	126		295.00
100-1405-7965	LAND DESIGN CONSULTANTS INC	Mel Canyon Debris Basin Grant Assistance	211097		3,932.84
100-1405-7965	PLACEWORKS	City of Hope Specific Plan/EIR 8/2018	211104	201406-Prof Serv-City of Hope EIR Reimb	1,846.20
100-1405-7969	RKA CONSULTING GROUP	Engineering Srvcs 8/2018	211108		933.75
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 8/2018	211108		320.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 8/2018	211108		2,700.00
100-1405-7969	RKA CONSULTING GROUP	Community Garden Engineering Srvcs 8/2018	211108		1,962.50
100-1405-7969	RKA CONSULTING GROUP	Engineering-Royal Oaks Signal 8/2018	211108	201725-Royal Oaks Signal-Cap Improvem	6,300.00
100-1405-7975	U.S. BANK	1st Place Photography Winner (FSP Designs)	124		29.57
100-1405-7975	U.S. BANK	2nd Place Photography Winner (FSP Designs)	124		15.33
100-1410-7614	SUPERIOR PROPERTY SERVICES INC	Citywide Graffiti Removal 8/2018	211120		504.50
100-1410-7621	AIRGAS USA LLC	Welding Cylinder Rental	211060		50.81
100-1410-7650	ALEX ROMO INC.	Veh 5 Smog Inspection	211062		35.00
100-1410-7650	LA MOBO BUS SERVICE INC	Dump Truck-Rear Screen Cover Install	211095		732.16
100-1410-7650	LA MOBO BUS SERVICE INC	Veh 9 PM Service/Engine Air Filter	211095		278.09
100-1410-7656	SUNWEST ENGINEERING	Underground Fuel Tank Inspection 8/2018	211118		145.00
100-1410-7810	A1 MAINTENANCE SERVICES CA	Las Brisas Sweeping 9/2018	211059		58.00
100-1410-7810	A1 MAINTENANCE SERVICES CA	Las Posadas Sweeping 9/2018	211059		58.00
100-1410-7887	GARVEY EQUIPMENT COMPANY	Honda Generator Maintenance	211086		167.22
100-1410-7887	SOUTHEAST CONSTRUCTION PROD	Huntington Dr Landscape Rock	211116		18.18
100-1410-7887	SOUTHEAST CONSTRUCTION PROD	Huntington Dr Landscape Stabilizer	211116		16.43
100-1410-7980	ECM PECO INC / PRECISION ELECTR	Electrical Work @ Royal Oaks Park Bldg	211106		4,647.75
100-1415-7916	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance Srvcs 9/2018	211067		2,130.00
100-1500	MARILYN MAYS	Advance-Amazing Family Race	211041		1,500.00
100-1500	VICTOR VALENZUELA	Advance-Tulare Boxing Show	211057		3,172.03
100-1500	MARILYN MAYS	Advance-Tulare Boxing Tournament	211042		410.29
100-1605-7002	PAMELA ROMERO	CPR Stipend	211109		76.92
100-1605-7614	STAPLES ADVANTAGE	Utility Knife	211117		14.01
100-1605-7614	STAPLES ADVANTAGE	Coffeemaker/Transparencies	211117		56.51
100-1605-7636	SHAFFER AWARDS	P&R Staff Name Tags	211112		143.88
100-1605-7650	LA MOBO BUS SERVICE INC	Veh 100 Inspection/Engine Belt	211095		189.94
100-1605-7728	CARLOS MARTINEZ	College Fair Table Rental	211040	201909- Duarte's Promise - America's Pro	225.00
100-1605-7728	LUPE VALERIO	AmeriCorps College Fair Raffle Prizes	211058	201909- Duarte's Promise - America's Pro	115.00
100-1605-7730	PARTY ON RENTALS	Deposit-Tree Lighting Jumpers 12/5/18	211044		688.50
100-1605-7732	THE SAUCE CREATIVE SERVICES CO	Local Elections Info Banner (Picnic)	211111		87.60
100-1605-7732	SMART & FINAL	City Picnic Supplies	122		116.59
100-1605-7732	DUARTE PIZZA COMPANY	City Picnic Cleanup Dinner	211080		32.53
100-1605-7732	SMART & FINAL	City Picnic Supplies	122		65.65
100-1605-7732	SMART & FINAL	City Picnic Supplies	122		11.50
100-1605-7733	THEODORE SIEGEL	SC 'Sunset Boulevard' Screening/Presentation	211114		150.00
100-1605-7733	DR BRICE HARRIS JR	SC Global Health Decision	211037		50.00
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	122		65.90
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	122		60.44
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	122		104.91
100-1605-7733	SMART & FINAL	SC Job Fair Vendor Supplies	122		57.18
100-1605-7733	SMART & FINAL	Senior Ctr Supplies	122		54.53
100-1605-7733	U.S. BANK	SC Netflix	125		19.74
100-1605-7735	THE SAUCE CREATIVE SERVICES CO	TC Duarte Dance Jerseys	211111		291.37
100-1605-7735	FSP DESIGNS	TC Duarte Dance Hats	211084		59.13
100-1605-7735	FSP DESIGNS	TC Duarte Dance Hats	211084		147.83
100-1605-7735	FSP DESIGNS	TC/CHYLL Uniforms	211084		261.31
100-1605-7735	SMART & FINAL	TC Snack Bar Supplies	122		19.98
100-1605-7735	SMART & FINAL	TC Snack Bar Supplies	122		11.67
100-1605-7735	SMART & FINAL	TC Snack Bar Supplies	122		95.74
100-1605-7737	CENTER STAGE THEATRE	Deposit-Murder Mystery Excursion	211029		400.00

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Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1605-7737	CAFE DES ARTISTES	Fallbrook/Escondido Excursion Lunch	211027		810.00
100-1605-7737	STONE AND GLASS	Tour and Demonstration Admission	211050		450.00
100-1605-7739	STAPLES ADVANTAGE	SC October Newsletter Paper	211117		29.86
100-1605-7744	OLGALIVIER GARCIA	Teen Nutrition Council	211036		100.00
100-1605-7744	ELAYSSA AQUINO	Teen Nutrition Council	211025		100.00
100-1605-7744	ALEXANDRA TAPIA	Teen Nutrition Council	211052		100.00
100-1605-7744	DYLAN FELICIANO	Teen Nutrition Council	211034		100.00
100-1605-7744	ARANZASU CABALLERO	Teen Nutrition Council	211026		100.00
100-1605-7744	DALYLAH SANDOVAL	Teen Nutrition Council	211047		100.00
100-1605-7745	DUARTE CHAMBER OF COMMERCE	TC Boxing Club Movie Passes	211079		90.00
100-1605-7745	THE SAUCE CREATIVE SERVICES CO	TC Boxing T-Shirts	211111	201914-Boxing Prgm-Cal VIP	1,274.30
100-1605-7745	SHAFFER AWARDS	TC Boxing Awards	211112		90.72
100-1605-7745	TREASURE ISLAND HOTEL AND CASI	Duarte Boxing Las Vegas Showdown 11/9/18-11/11/18	211055		3,337.92
100-1605-7750	INLAND EMPIRE STAGES LTC	Lake Arrowhead Excursion Transportation	211089		1,008.75
100-1605-7750	INLAND EMPIRE STAGES LTC	Hollywood Bowl 9/21/18 Transportation	211089		713.00
100-1605-7980	ORIGINAL WATERMAN	Lifeguard Suits	211103		152.15
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	211085		568.25
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	211073		38.02
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	211073		38.02
100-1610-7652	UNITED SITE SERVICES	Portable Toilet Rent 9/11/18 - 10/8/18	211056		101.23
100-1610-7652	PRONTO GYM SERVICES INC	Gym Equipment Maintenance	211107		236.25
100-1610-7652	STAR-BRITE CARPET CARE	SC Carpet/Chair Cleaning	211049		488.00
100-1610-7652	CIMA FIRE PROTECTION CO	Fire Extinguisher Srv-City Hall/Senior Ctr	211072		390.00
100-1610-7652	CIMA FIRE PROTECTION CO	Field Services Fire Extinguisher Services	211072		164.00
100-1610-7652	CIMA FIRE PROTECTION CO	Fire Extinguisher Srv-C Parks & Recreation	211072		153.50
100-1610-7652	COMMERCIAL DOOR METAL SYSTE	Duarte Park Bldg Rear Double Doors	211074		2,558.30
100-1610-7652	ALBERTOS PLUMBING	Town Ctr Sewer Maintenance	211061		480.00
100-1610-7652	CINTAS CORPORATION #693	Floor Mats	211073		29.09
100-1805-7610	KRISTEN PETERSEN	JPIA Conference Expense Reimbursement	211045		128.07
100-1805-7610	U.S. BANK	Transit Workshop Food 9/14/18 (Tropicana Mkt)	125		83.07
100-1805-7610	U.S. BANK	Transit Workshop Food 8/27/18 (Tropicana Mkt)	125		84.98
100-1805-7610	U.S. BANK	Transit Workshop Food 9/14/18 (Smart & Final)	125		32.97
100-1805-7610	U.S. BANK	Transit Workshop Food 9/4/18 (Tropicana Mkt)	125		44.99
100-1805-7610	U.S. BANK	Kristen Petersen JPIA Conf Hotel/Meals 9/18-9/21	125		1,055.83
100-1805-7612	U.S. BANK	Roxanne Breceda IIMC Annual Membership Fee	125		200.00
100-1805-7654	LANCE, SOLL & LUNGHARD LLP	FY18 GASB 78 Assistance	211096		1,000.00
100-1805-7980	U.S. BANK	Microsoft 365 8/27/18 - 9/26/18	125		12.00
100-1810-7614	U.S. BANK	Michelle Brown Footrest (Amazon)	125		57.64
100-1810-7671	DUARTE ADMINISTRATION PETTY C	Interview Panel Lunch	211030		40.00
100-1810-7980	NAVIA BENEFIT SOLUTIONS	FSA Processing Fee 9/2018	211102		85.00
100-1815-7632	U.S. BANK	Adobe Creative Cloud	125		314.91
100-1815-7632	U.S. BANK	Adobe AcroPro-CMD	125		14.99
100-1815-7830	THE TECHNOLOGY DEPOT INC	Homeless Call Voicemail Setup	211121		101.25
100-1815-7830	U.S. BANK	SC Elevator 911-Vonage	125		18.46
100-1815-7965	MAXTREME INC	IT Helpdesk 9/2018	127		8,700.00
100-1815-7980	MAXTREME INC	IT Helpdesk/Crash Plan Recovery 9/2018	127		200.00
100-1815-7980	THE TECHNOLOGY DEPOT INC	Spam Filter Setup & Troubleshooting	211121		247.50
100-1820-7771	ECM PECO INC / PRECISION ELECTR	Hunt Dr/Highland Ave New GFI	211106		1,783.75
100-1825-7613	CANON SOLUTIONS AMERICA INC	Copier Paper	211070		159.59
100-1825-7613	CANON SOLUTIONS AMERICA INC	Copier Paper	211070		231.32
100-1825-7613	CANON SOLUTIONS AMERICA INC	Copier Paper	211070		58.58
100-1825-7626	TOTALFUNDS	Postage for Meter	211122		5,000.00
100-1825-7626	POSTMASTER	Newsletter Postage (Winter/Spring 2019)	211105		2,600.00
100-1825-7631	CANON SOLUTIONS AMERICA INC	Copier Maintenance-CH (2) 8/16/18 - 9/15/18	211070		792.82
100-1825-7631	CANON SOLUTIONS AMERICA INC	Copier Maintenance-SC 8/16/18 - 9/15/18	211070		241.36
100-1825-7631	CANON SOLUTIONS AMERICA INC	Copier Maintenance-TC 8/16/18 - 9/15/18	211070		62.14
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	211066		435.00
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	211093		435.00
100-1825-7674	GINNY JOYCE BELBA	Health Insurance Reimbursement	211064		218.00
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	211068		218.00

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Payment Dates: 09/26/2018 - 10/09/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	211082		218.00
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	211087		435.00
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance Srvcs 9/2018	211067	250016-Oper of Acq Prop-1229 Pops Roa	41.67
100-1825-7945	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance Srvcs 9/2018	211067	990002 - Oper of Acq Prop - Duarte Traile	41.67
100-1825-7980	SHRED-IT USA LLC	Document Shredding	211113		53.81
100-2023	DUARTE ADMINISTRATION PETTY C	Iliana Garcia City Kitty Reception Food	211030		20.00
100-2120	SAPPHIRE POOL & SPA CONSTRUCT	Pool Deposit Refund (Permit # 2018-161)	211048		500.00
100-2120	MARK DURHAM	Pool Depsoit Refund (Permit # 2018-194)	211031		500.00
100-2120	BERTHA ROLDAN	Pool Rent Deposit Refund	211046		200.00
100-2120	HELLAN CARLOS	CC Rent Deposit Refund	211028		500.00
100-4403	ROBERT KOKUGA	Pool Rent Deposit Refund	211039		200.00
Fund 100 - GENERAL FUND Total:					184,021.50

Council Warrant Register by Account

Payment Dates: 09/26/2018 - 10/09/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 220 - GAS TAX FUN					
220-2210-7812	DUNWRIGHT PAINTING & COATING	Route 66 Markings	211081		1,700.00
220-2225-7980	JCL TRAFFIC SERVICES	Street Name Signs	211092		120.45
Fund 220 - GAS TAX FUN Total:					1,820.45

Council Warrant Register by Account

Payment Dates: 09/26/2018 - 10/09/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2405-7890	COUNTY OF LOS ANGELES DEPART	Traffic Signal Maintenance 8/2018	211076		9,245.17
240-2410-7906	WEST COAST ARBORISTS INC	Citywide Tree Trimming	211125		25,820.00
240-2410-7906	WEST COAST ARBORISTS INC	Citywide Tree Trimming	211125		649.00
240-2410-7906	WEST COAST ARBORISTS INC	Citywide Tree Trimming	211125		8,429.00
240-2410-7915	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance Srvc 9/2018	211067		7,500.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance Srvc 9/2018	211067		485.00
240-2410-7917	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance Srvc 9/2018	211067		4,145.00
240-2420-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance Srvc 9/2018	211067		345.16
240-2421-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance Srvc 9/2018	211067		1,300.00
240-2422-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance Srvc 9/2018	211067		480.58
240-2423-7887	BRIGHTVIEW LANDSCAPE SERVICES	Amberwood Irrigation Repairs	211067		263.18
240-2423-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance Srvc 9/2018	211067		900.00
240-2424-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance Srvc 9/2018	211067		550.00
240-2425-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance Srvc 9/2018	211067		400.00
240-2426-7810	A1 MAINTENANCE SERVICES CA	Mikes Ctr Sweeping 9/2018	211059		747.00
240-2426-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance Srvc 9/2018	211067		180.00
240-2427-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance Srvc 9/2018	211067		630.33
240-2431-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance Srvc 9/2018	211067		800.00
240-2432-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance Srvc 9/2018	211067		835.00
240-2433-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance Srvc 9/2018	211067		530.00
240-2434-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance Srvc 9/2018	211067		355.00
240-2435-7914	BRIGHTVIEW LANDSCAPE SERVICES	Landscape Maintenance Srvc 9/2018	211067		500.00
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					65,089.42

Council Warrant Register by Account

Payment Dates: 09/26/2018 - 10/09/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
260-2605-8070	LDM ASSOCIATES INC	CDBG Grant Admin-Galen St Improvement 8/2018	211098	201825-Cap St Improv-Galen St Improv. Pr	1,150.00
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					1,150.00

Council Warrant Register by Account

Payment Dates: 09/26/2018 - 10/09/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
320-3205-8013	CARMAX	2017 Hyundai Sonata Hybrid VIN: KMHE24L19H04860 211017			20,146.42
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					20,146.42

Council Warrant Register by Account

Payment Dates: 09/26/2018 - 10/09/2018

Account Number	Vendor Name	Description (Item)	Payment No	Project Key	Amount
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7620	CANYON TIRE SALES INC	Bus 103 Tires	211071		2,050.09
440-4405-7636	HENDERSON'S	Duarte Transit Uniforms (Rendon)	211088		49.27
440-4405-7673	IRWINDALE INDUSTRIAL CLINIC	DOT Physicals 8/2018	211090		100.00
440-4405-7887	ALEX ROMO INC.	Veh 30 A/C Repair/PM Srvc/Smog	211062		2,266.25
440-4405-7887	CIMA FIRE PROTECTION CO	Fire Extinguisher Service	211072		170.00
440-4405-7887	NAVARRO'S TOWING SERVICE	Bus 104 Towing	211043		225.00
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 103 Injectors/Coolant/EGR Valves	211095		6,964.07
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 103 Air Compressor	211095		3,068.65
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 102 PM Service	211095		331.68
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 102 Transmission Service	211095		504.38
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 102 Replace A/C Belt/Air Filter/Screens	211095		464.27
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 104 PM Service/Inspection	211095		392.73
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 103 PM Srvc/2 Batteries/AC Filter Screen	211095		1,000.74
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 102 Radiator Fan Belt/Engine Oil	211095		132.47
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 104 Oil/Clear Codes/Sensors	211095		311.18
440-4405-7887	LA MOBO BUS SERVICE INC	Bus 104 Air Dryer Purge Valve Repair	211095		377.46
Fund 440 - PROPOSITION A TRANSIT FUND Total:					18,408.24
Grand Total:					290,636.03

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	184,021.50
220 - GAS TAX FUN	1,820.45
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	65,089.42
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDB	1,150.00
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	20,146.42
440 - PROPOSITION A TRANSIT FUND	18,408.24
Grand Total:	290,636.03

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7641	Travel & Exp - Fasana	35.00
100-1005-7642	Travel & Exp - Finlay	35.00
100-1005-7646	Travel & Exp - Paras	35.00
100-1005-7647	Travel & Exp - Reilly	435.00
100-1005-7648	Travel & Exp - Kang	158.81
100-1010-7610	Travel, Mtgs & Conf	219.87
100-1010-7614	Office Supplies	138.48
100-1010-7650	Vehicle Maintenance	43.50
100-1010-7965	Professional Services	3,000.00
100-1010-7980	Other Expenses	254.21
100-1015-7680	City Attorney Legal	12,476.50
100-1015-7682	Labor Counsel Legal	82.50
100-1015-7684	Code Enforcement Legal	17,420.43
100-1015-7686	Other Legal Services	21,731.25
100-1020-7710	Chamber Of Commerce	1,600.00
100-1020-7712	Community Information	56.88
100-1020-7716	Special Community Even	32.85
100-1020-7717	Route 66 Parade	6,348.00
100-1020-7724	Post Office Parking	115.00
100-1020-7726	Council Cablecasting	34.99
100-1020-7980	Other Expenses	1,244.33
100-1205-7610	Travel, Mtgs & Conf	400.00
100-1205-7612	Publications and Dues	360.00
100-1205-7614	Office Supplies	264.81
100-1205-7615	Emergency Supplies	738.85
100-1205-7636	Uniforms	148.18
100-1205-7650	Vehicle Maintenance	1,002.80
100-1205-7694	Public Safety Commissio	72.70
100-1205-7761	Parking Ticket Collect	10,046.84
100-1205-7779	Youth Programs	1,863.73
100-1205-7780	Animal Control	2,122.10
100-1205-7787	Public Safety Cntr Lease	11,098.59
100-1205-7980	Other Expenses	7,049.57
100-1405-7610	Travel, Mtgs & Conf	340.69
100-1405-7612	Publications and Dues	773.19
100-1405-7614	Office Supplies	247.26
100-1405-7650	Vehicle Maintenance	715.58
100-1405-7690	Planning Commission	150.00
100-1405-7801	Industrial Waste Inspecti	2,679.41
100-1405-7802	NPDES Requirements	1,643.86
100-1405-7965	Professional Services	5,779.04
100-1405-7969	City Engineer	12,216.25
100-1405-7975	Economic Development	44.90
100-1410-7614	Office Supplies	504.50
100-1410-7621	Other Supplies	50.81
100-1410-7650	Vehicle Maintenance	1,045.25
100-1410-7656	Emergency Generator	145.00

Account Summary

Account Number	Account Name	Payment Amount
100-1410-7810	Street Sweeping	116.00
100-1410-7887	Repairs & Replacements	201.83
100-1410-7980	Other Expenses	4,647.75
100-1415-7916	Landscape-Sport Park	2,130.00
100-1500	Advances	5,082.32
100-1605-7002	Regular Salaries	76.92
100-1605-7614	Office Supplies	70.52
100-1605-7636	Uniforms	143.88
100-1605-7650	Vehicle Maintenance	189.94
100-1605-7728	Americorp's VIP Progra	340.00
100-1605-7730	Special Events	688.50
100-1605-7732	City Picnic	313.87
100-1605-7733	Senior Center	562.70
100-1605-7735	Teen Center	887.03
100-1605-7737	Adult Excursions	1,660.00
100-1605-7739	Publicity	29.86
100-1605-7744	Nutrition Program Costs	600.00
100-1605-7745	Boxing Program	4,792.94
100-1605-7750	Bus Rentals	1,721.75
100-1605-7980	Other Expenses	152.15
100-1610-7617	Pool Chemicals	568.25
100-1610-7636	Uniforms	76.04
100-1610-7652	Building Maint Services	4,600.37
100-1805-7610	Travel, Mtgs & Conf	1,429.91
100-1805-7612	Publications and Dues	200.00
100-1805-7654	Audit Services	1,000.00
100-1805-7980	Other Expenses	12.00
100-1810-7614	Office Supplies	57.64
100-1810-7671	Recruiting Advertisemen	40.00
100-1810-7980	Other Expenses	85.00
100-1815-7632	Software Maintenance	329.90
100-1815-7830	Telephones	119.71
100-1815-7965	Professional Services	8,700.00
100-1815-7980	Other Expenses	447.50
100-1820-7771	Repair Of City Property	1,783.75
100-1825-7613	Duplications And Photos	449.49
100-1825-7626	Postage	7,600.00
100-1825-7631	Equipment Maintenance	1,096.32
100-1825-7674	Retiree Health Insurance	1,959.00
100-1825-7945	Operation Of Acq Prop	83.34
100-1825-7980	Other Expenses	53.81
100-2023	EE City Kitty Contributio	20.00
100-2120	Refundable Deposits	1,700.00
100-4403	Swimming Pool Rentals	200.00
220-2210-7812	Street Striping & Markin	1,700.00
220-2225-7980	Other Expenses	120.45
240-2405-7890	Repairs-Traffic Signal	9,245.17
240-2410-7906	Tree Trim-Citywide	34,898.00
240-2410-7915	Landscape-Citywide	7,500.00
240-2410-7917	Landscape-Medians	4,630.00
240-2420-7914	Landscape Maintenance	345.16
240-2421-7914	Landscape Maintenance	1,300.00
240-2422-7914	Landscape Maintenance	480.58
240-2423-7887	Repairs & Replacements	263.18
240-2423-7914	Landscape Maintenance	900.00
240-2424-7914	Landscape Maintenance	550.00
240-2425-7914	Landscape Maintenance	400.00
240-2426-7810	Street Sweeping	747.00

Account Summary

Account Number	Account Name	Payment Amount
240-2426-7914	Landscape Maintenance	180.00
240-2427-7914	Landscape Maintenance	630.33
240-2431-7914	Landscape Maintenance	800.00
240-2432-7914	Landscape Maintenance	835.00
240-2433-7914	Landscape Maintenance	530.00
240-2434-7914	Landscape Maintenance	355.00
240-2435-7914	Landscape Maintenance	500.00
260-2605-8070	Street Improvements (C	1,150.00
320-3205-8013	Vehicles (Capital)	20,146.42
440-4405-7620	Tires	2,050.09
440-4405-7636	Uniforms	49.27
440-4405-7673	Physical Exams	100.00
440-4405-7887	Repairs & Replacements	16,208.88
	Grand Total:	290,636.03

Project Account Summary

Project Account Key	Payment Amount
None	271,083.76
201406-Legal Fees-City of Hope EIR Reimb	3,552.00
201406-Prof Serv-City of Hope EIR Reimb	1,846.20
201725-Royal Oaks Signal-Cap Improvements	6,300.00
201825-Cap St Improv-Galen St Improv. Project	1,150.00
201904-Other Exp-Tobacco Grant	4,764.81
201904-Youth Prgm-Tobacco Grant	241.62
201909- Duarte's Promise - America's Promise Exp	340.00
201914-Boxing Prgm-Cal VIP	1,274.30
250016-Oper of Acq Prop-1229 Pops Road	41.67
990002 - Oper of Acq Prop - Duarte Trailer Park	41.67
Grand Total:	290,636.03



City of Duarte

Successor Agency Council Warrant Register

By Payment Number

Payment Dates 09/26/2018 - 10/09/2018

Payment Number	Payment Date	Payable Number	Vendor #	Description	Vendor Name	Account Number	Project Account Key	Payment Amount
								Item Amount
2057	10/9/2018		SA4650		CITY OF DUARTE			2,091,946.00
	9242018			FY19 RDA Amended Davis Loan Repa		690-2142		405,228.00
	9242018			FY19 RDA Rancho Duarte Phase III Lo		690-2142		1,234,104.00
	9242018			FY19 RDA Hamilton Loan Repayment		690-2142		202,614.00
	9242018			FY19 RDA Admin Fee		690-6905-9040		250,000.00
Payment Total:								2,091,946.00

Report Summary

Fund Summary

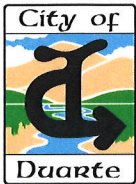
Fund	Payment Amount
690 - Successor Agency Debt Service	2,091,946.00
Grand Total:	2,091,946.00

Account Summary

Account Number	Account Name	Payment Amount
690-2142	Amount due City of Dua	1,841,946.00
690-6905-9040	SA Contribution Out-Ge	250,000.00
	Grand Total:	2,091,946.00

Project Account Summary

Project Account Key	Payment Amount
None	2,091,946.00
Grand Total:	2,091,946.00



MEMORANDUM

TO: DARRELL GEORGE, CITY MANAGER
FROM: Karen Herrera, Deputy City Manager
SUBJECT: RECLASSIFICATION OF EXISTING ADMINISTRATIVE ASSISTANT POSITION TO MANAGEMENT ANALYST POSITION IN THE CITY MANAGER'S OFFICE
DATE: 10/9/18

Recommendation

The City Manager's Office is requesting the reclassification of the current Administrative Assistant position to Management Analyst for our office for the 2018-19 budget at an hourly rate beginning at \$29.30 per hour costing approximately \$60,944 per year plus benefits.

Background

The Duarte City Council approved the Administrative Assistant position approximately four years ago as an upgrade to the existing College Intern position allowing the City Manager's Office to add its first professional staff position since the positions of Assistant to the City Manager were created in the late 90's. The position started at \$21.57 or \$44,856 annually; a slight step above the Clerk Typist/Receptionist position paying approximately \$42,804 annually yet requiring a Bachelor's Degree and preferring a Master's. Additionally, the typical title for this type of an educational requirement and level of required tasks is Management Analyst. This position is common within many other cities.

Since the creation of the position, the City has had two persons fill the slot. Both persons had Master's Degrees and performed the tasks associated with the position very well. Upon exiting (both within two years), both staff members, although enjoying the tasks and work environment, left for better titled positions that paid approximately \$12,000 to \$15,000 more per year. Needless to say, with the City's ever growing communications and outreach efforts ie: five social media platforms, two electronic signs, City news, DuarteView, website maintenance, press release creation, enews, eblast and City Hall Happenings, monthly community event attendance, constant turnover in this position creates a difficult situation for the Office's one staff member to manage, while continuing to try to keep up with other mandatory functions of the position ie: waste disposal/recycling, homelessness, DCTV/KGEM oversight, special event coordination, etc. and multiple special projects.

Office Succession Planning

The ultimate goal with this position is to establish some office succession planning with the Manager's Office, and allow for some continuity of knowledge and City experience. The advantage of bringing in a higher-level position to the City Manager's Office is not only the experience they will bring at the start of their employment, the ability to hit the ground running, the person will be gaining institutional knowledge and have mastered key, ongoing assignments that will help during this anticipated transition. And, ideally, due to the enhanced title and pay scale, a typical tenure for this period should be more on the lines of three to five years; well through the transition.

Current Duties

As indicated in the task list below, the department workload continues to be impacted by several new City priorities, Council directives, special projects and changes to state law, in addition to day to day workload. A partial list is as follows:

- Social media – five platforms
- Serve as Editor of quarterly City News
- Homelessness Advocacy to secure needed local resources.
- Continued Implementation of Multi-family/Organics legislation
- Continuation business visitation program
- Daily Oversight and updating of City website
- Special Events: Annual State of the City presentation, Duarte Day, Holiday Tree Lighting and Fiesta program expansion, Homeless Count, Earth Day, Route 66 Parade, Mayor's Prayer Breakfast, Women's Business Expo, etc.
- Coordination of City street banner program along Buena Vista and Huntington
- Electronic sign maintenance – City Hall and 210 Freeway
- Serving as Deputy City Clerk
- Ongoing City Commission Recruitment
- Electronic Sign Video Creation
- Duarte Historical Society Liaison/Memo of Understanding
- DCTV/KGEM MOU's & Liaison
- Council Cablecasting Agreement Process
- Chamber Lease/Service Agreement Processes
- City Hall Happenings process and publishing
- Weekly Council calendar
- Granicus & Ilegislate contract oversight
- Coordination & Implementation of New Council programs/initiatives - examples: SmartCity, Community Garden, etc.
- Create & release City press releases
- Track and expand the Duarte Merch Store
- Monitor legislative issues and create City responses for Council approval
- City Co-sponsorship Approval Process and Staff Participation – Hayden 5k, Friends of the Library, Duarte Historical Society, etc.
- Point of Contact for all Utility issues affecting residents including service complaints, outages and price Increases i.e.: Cal American, SoCal Gas, SCE
- Burrtec Refuse and Recycling Contract Management – Complaints, Contract Oversight, Rate and Performance Review processes
- Board of Director Service/Community Group Memberships – Volunteer Center of the San Gabriel Valley, Foothill Unity Center, Duarte Chamber of Commerce, MADIA Tech Launch, and California School of the Arts Board of Trustees.

Position Justification/Future & Current Project Responsibilities.

The Management Analyst will allow the City Manager's Office to be able to take on more "unidentified" projects and programs as they arise throughout the year while ensuring that both current projects and these new projects are completed in a timely manner. In addition, the Management Analyst would augment the time of Deputy City Manager by both assisting or in many cases, taking the lead on day to day departmental tasks allowing them to focus on other complex projects i.e., State regulated programs and other Council/Community priorities. Such projects identified to date include:

- Community Volunteer Fair – comparable to City Commissioner mixer event that could be combined with National Night Out
- DCTV Video History Archiving – research and development of policies and procedures associated with how to effectively archive decades' worth of public access programming
- SmartCity - Citywide WIFI/High Speed Fiber Optic Project
- Managing Utility partnerships with SCE, SoCal Gas and Burrtec Waste
- Community Garden Project – Pursue new location and funding
- Civic Pride Day – Done in Fall in conjunction with a Community Clean-up Day
- Townsend Public Affairs; Grant writer oversight
- Commercial Recycling/Food Waste Recycling Program Outreach & Education for Businesses Community
- Route 66 Programming Development – The City wants to develop marketing in conjunction with pending legislation and capitalize on one of the City's most historic and well known features.
- Roll-out new FlashVote System
- Regularly monitor Site Improve, Google Analytics and Archive Social
- Plan a strategic planning workshop for both new expanded City Council and Department Heads
- Oversee the update of the current City website including new photography
- Train staff on the nuances of Facebook and Instagram live
- Implement the new "Wirecast" software allowing simultaneous livestreaming of City Council meetings on both the City Website and soon to be launched City Youtube Channel.

Tasks for Analyst - Day to Day tasks for the proposed City Manager's Office Management Analyst include:

- Conducts or directs assigned projects or program activity; performs research and statistical analysis; prepares reports of findings and recommendations as to appropriate action.
- As designated representative, leads or participates in committee activity; coordinates or conducts activities with other City departments, agencies and organizations and the community; contributes views and interests of the department in execution of assigned duties.
- Provides assistance to department management, other City personnel and the public regarding personnel, administration, operational issues, policies or procedures. Participates in the development of department goals and objectives.
- Provides assistance in resolving operational and administration issues; identifies issues and conducts research to find alternative solutions; makes and assists in the implementation of recommendations.
- Coordinates, implements, and monitors special projects within assigned area of responsibility; performs complex research and analysis of new programs, services, policies, and procedures; prepares and presents reports.
- Plans, coordinates, and evaluates activities associated with assigned contracts; participates in research and evaluation of proposed contractual obligations and agreements; assists in contract negotiations and administration; monitors compliance with applicable contractual agreements.

- Coordinates grant administration activities; prepares, writes, reviews, and monitors grant applications; monitors existing programs for compliance with regulations.
- Analyzes federal, state, and local legislative proposals for impact on assigned operations.
- Provides staff assistance to higher-level management staff; participates on and provides staff support to a variety of committees, boards, and commissions; prepares and presents staff reports and other correspondence as appropriate and necessary.
- Coordinates and collaborates with departments, divisions and outside agencies; serves as a liaison with public and private organizations, community groups and other social organizations; provides information and serves as a resource.
- Assists in the coordination of interdepartmental and departmental activities with other City departments and divisions and with outside agencies.
- Attends and participates in professional group meetings; stays abreast of new developments within assigned area of responsibility; maintains awareness of federal, state and local regulations.
- Responds to and resolves difficult and sensitive citizen complaints and inquiries.
- Performs related duties as required.



AGENDA MEMO

TO: CITY COUNCIL

FROM: Karen A. Herrera, Deputy City Manager

SUBJECT: Duarte Historical Society and Museum Craft Fair Co-Sponsorship Request

DATE: October 9, 2018

RECOMMENDATION: That the Duarte City Council, by motion, co-sponsor the Duarte Historical and Museum Craft Fair scheduled for December 8, 2018, at the Andres Duarte Plaza and Grace Fellowship Church.

BACKGROUND: The Duarte Historical Society is requesting that the City of Duarte officially co-sponsor the annual Craft Fair. Handcrafts, vintage items, antiques, local author book signings, entertainment, food, and holiday fun will fill the day from 9 am to 3 pm on December 8 at the Andres Duarte Statue Plaza and adjacent Grace Fellowship Church, 1551 Huntington Drive, Duarte. Fair admission is free to the public.

DISCUSSION: In terms of co-sponsorship, the City will provide access to the City's various marketing venues including banner opportunities, website, electronic sign, social media platforms, etc. which generally comes with a co-sponsorship designation. The Duarte Historical Society is also requesting a loan of cones and barricades for the day of event. In turn, the Duarte Historical Society will prominently display the City's logo on any banners, flyers, etc. and other printed/electronic marketing materials associated with the event.

FISCAL IMPACT: None

ATTACHMENTS: Duarte Historical Museum Correspondence



Duarte Historical Museum
Post Office Box 263
Duarte, California 91010
(626) 357-9419

September 19, 2018

To The Duarte City Council
Darrel George, City Manager
Karen Herrera, Deputy City Manager
Cesar Monsalve, Director, P & R Dept.

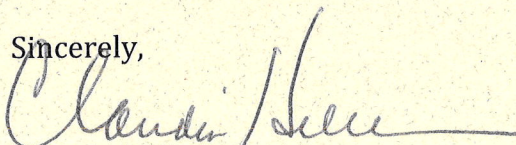
Re: DUARTE HISTORICAL SOCIETY & MUSEUM CRAFT FAIR
SCHEDULED FOR DEC. 8, AT THE STATUE PLAZA AND GRACE
FELLOWSHIP CHURCH

This annual event is a fundraiser for the Duarte Museum and we appreciate the help of the City Council and Cesar's guidance in our planning process.

We respectfully request that the City approve co-sponsorship of the event and waive any fees. We hope for a potential loan of cones and barricades if needed, and help with marketing on social media, electronic message board and the event date and information on the City website.

Thanks kindly for your consideration in this matter. We believe we have provided the necessary documents and will certainly provide additional documents if required.

Sincerely,


Claudia Heller, President
Duarte Historical Society & Museum

cc: Nick Montalvo
Karen Levein



MEMORANDUM

TO: Mayor and City Council

FROM: Craig Hensley, AICP, Community Development Director 

DATE: October 9, 2018

SUBJECT: Authorize the City Manager to Execute a Professional Services Agreement in the Amount of \$40,000 with Kosmont Companies for Consulting Services related to Development Financing and an Associated Budget Amendment

RECOMMENDATION

Staff recommends that City Council authorize the City Manager to execute a Professional Services Agreement in the amount of \$40,000 with Kosmont Companies for financial consulting services including an analysis of the potential for financing incentives and mechanisms for the Project, including but not limited to an enhanced infrastructure financing district ("EIFD"), community revitalization and investment authority ("CRIA"), and/or Community Facilities District ("CFD"). Also, approval of a related budget amendment.

BACKGROUND

MJW Investment Group has negotiated a purchase agreement with Woodward Aviation the owner of the building and property at 1700 Business Center Drive and has had initial meetings with Metro regarding including its property, the Gold Line parking lot, as a part of early phase development of the area. MJW and City Staff have also met with Howard Schwimmer, the owner of the balance of the properties in the 19 acre Duarte Station Specific Plan area. Mr. Schwimmer has expressed an interest in a future development phase. Each of these events are positive steps in the development of the station area.

The development of this area will be complicated for a variety of different reasons. It will require the removal of income producing industrial buildings, the replacement of the Metro parking, significant public improvements on and off site and potentially additional public parking. This is also an area the City has designated for some work force, subsidized, housing in its Housing Element.

One effective way of spurring the potential for development is to consider various zoning and financing incentives and mechanisms for the Project, such as an enhanced infrastructure financing district ("EIFD"), community revitalization and investment authority area ("CRIA"),

and/or Community Facilities District ("CFD"). To assist with analyzing these and other options, Staff requested the Larry Kosmont of Kosmont Companies provide a proposal for services.

Kosmont Companies has assisted the City in the past with positive results. For this project, the tasks would include: agreement negotiating support, feasibility analysis for project funding options and general project assistance.

Because of the already announced closing of the Woodward facility and its sales deal with the developer and the interest of Metro as well as Mr. Schwimmer in project development, the development potential of this area is ripe. Considering all options for public private partnership is essential early in the process and assistance from Kosmont will be helpful. Funding for this contract would be provided by the General Fund.

Attachment: Professional Services Agreement – Kosmont Proposal

CITY OF DUARTE
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and effective as of _____ ("Effective Date"), by and between the **CITY OF DUARTE**, ("City") and **KOSMONT, Inc.**, a California corporation ("Consultant"). City and Consultant may sometimes herein be referred to individually as a "party" and collectively as the "parties." In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until November 1, 2019 or until the tasks listed in the Scope of Work are completed, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the parties.

2. SERVICES AND PERFORMANCE

- A. In compliance with all terms and conditions of this Agreement, the Consultant shall provide services for financial consulting services including an analysis of the potential for financing incentives and mechanisms for the Project, including but not limited to an enhanced infrastructure financing district ("EIFD"), community revitalization and investment authority ("CRIA"), and/or Community Facilities District ("CFD") and related issues, which services may be referred to herein as the "services" or "work" hereunder. The Scope of Service may also include additional tasks described in Consultant's letter attached hereto as Exhibit "A." In the event of any inconsistency between the terms of Consultant's letter and this Agreement, the terms of this Agreement shall govern.
- B. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder.
- C. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without the prior written approval of City, which may be given or withheld at City's sole and absolute discretion, Consultant shall not (i) contract with any other entity to perform in whole or in part the services required hereunder, or (ii) transfer, assign, convey, or encumber (voluntarily or by operation of law) this Agreement.

- D. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.
- E. Consultant shall provide all services rendered hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included, and this Agreement shall be read and enforced as though they were included.

3. MANAGEMENT

The City's Community Development Director shall represent City in all matters pursuant to the administration of this Agreement, review and approval of the services performed by Consultant, and the City Manager shall have the authority, subject to the limitations set forth in Section 4, to enlarge the Scope of Services or increase the compensation due to Consultant. Consultant's official representative in the administration of this Agreement shall be James Ross, who shall have the authority to make all decisions for Consultant and bind Consultant to the terms of this Agreement.

4. COMPENSATION

- A. City agrees to pay Consultant an amount not to exceed \$280,380.00, based on the scope of services set forth in Consultant's letter attached hereto as Exhibit A.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given.
- C. Consultant shall be paid on a monthly basis and shall submit monthly invoices/reports to City, within ten (10) days following the end of each month, showing actual services performed. Consultant shall be paid on the next regular council warrant after all required paperwork is submitted. If the City disputes whether Consultant has earned its fee or any portion, City shall give written notice to Consultant within thirty (30) days of receipt of Consultant's monthly report stating the basis for such dispute.

5. SUSPENSION OR TERMINATION OF AGREEMENT

- A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this subparagraph (a), Consultant shall submit a final report to the City pursuant to Section 4, and City shall be entitled to receive a return of the fee paid to Consultant, or portion thereof, if the reason for the termination is failure by Consultant to have timely performed the services set forth in Exhibit "A." In City's sole and absolute discretion, prior to effecting a suspension or termination pursuant to this subparagraph (a), the City may first serve upon the Consultant a written notice of the default specifying the default and the amount of time that Consultant shall have to cure, correct, or remedy the default. In the event that the Consultant fails to cure the default within the specified period of time, the City shall have the right to immediately terminate this Agreement pursuant to subparagraph (a). Notwithstanding any other provision of this Agreement to the contrary, City's termination of this Agreement pursuant to this subparagraph (a) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.
- B. Consultant may terminate this Agreement only due to a material breach by City, and only upon not less than thirty (30) days' prior written notice to the City which notice shall specify the material default. Upon receipt of such notice, City may, but shall not be obligated to, effect to remedy of such default.

6. RECORDS AND OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to produce an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of six (6) years after receipt of final payment
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or

otherwise disposed of by the City without the permission of the Consultant. Consultant shall provide such items to City promptly upon completion of the Agreement. Any use of such documents for other projects by the City shall be without liability to Consultant.

- C. Any information gained by Consultant in the performance of this Agreement shall be considered confidential and such information and the reports, records, documents and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly or to any other client of Consultant without the prior written approval of the City Manager.

7. INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the City from and against all damages and liability caused by the negligent actions or willful misconduct of the Consultant or its employees, agents, or representatives. Consultant shall not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the City or any of its employees, agents, or representatives acting in an official capacity.

8. INSURANCE

Without limiting Consultant's indemnification obligations as set forth in this Agreement, the Consultant shall procure and maintain, at its sole cost and expense, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

- A. Commercial General Liability insurance written on a per occurrence basis in an amount not less than \$1,000,000 per occurrence.
- B. Business Auto Coverage written on a per accident basis in an amount not less than \$1,000,000 per accident. If Consultant or Consultant's employees use personal autos in connection with the performance of work under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.
- C. Worker's Compensation providing statutory benefits as required by California law.
- D. Professional Liability or Errors and Omissions Insurance designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate.

E. All of the insurance policies required hereunder, except the worker's compensation insurance, shall comply with the following requirements:

- (1) All insurance shall be written by insurers that are admitted and licensed to do business in the State of California and with A.M. Best's rating of B++ or better and a minimum financial size VII.
- (2) The policies shall be endorsed to name the City and its officers, officials, employees, agents, and volunteers as additional insureds.
- (3) All of Consultant's insurance: (i) shall contain no special limitations on the scope of protection afforded to the additional insureds; (ii) shall be primary insurance and any insurance or self-insurance maintained by the additional insureds or any of them shall be in excess of the Consultant's insurance and shall not contribute with it; (iii) shall be "occurrence" rather than "claims made" insurance; (iv) 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; (v) shall prohibit Consultant from waiving the right of subrogation prior to a loss except for professional liability; and (vi) shall not contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.
- (4) The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change.

F. Consultant shall renew the required coverage annually as long as City or its employees or agents face an exposure from the Consultant's operations pursuant to this Agreement. Termination of this obligation shall survive the termination or expiration of this Agreement and shall not be effective until City executes a written statement to that effect.

G. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance evidencing the above insurance coverages and said Certificates of Insurance are reasonably approved by the City. Certificates are to reflect that the insurer will provide 30 days written notice to City of any cancellation of coverage. In the event any of said policies of insurance are reduced in limits or cancelled for any reason, the Consultant shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Paragraph 8.

H. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its

employees, officials and agents.

- I. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right to monitor the handling of any such claim or claims if they are likely to involve City.

9. INDEPENDENT CONSULTANT

- A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, officials, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

10. NO UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

11. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to the Agreement during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

12. COVENANT AGAINST DISCRIMINATION

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

13. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer, official, employee, agent, representative, or volunteer of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

14. NOTICES

Any notices which either party may desire to give or may be required to give to the other party under this Agreement must be in writing and may be given either by (a) personal service, or (b) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (c) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

If to City: City of Duarte
 Community Development Department
 1600 Huntington Drive
 Duarte, California 91010

If to Consultant: KOSMONT
 Attn: Larry Kosmont
 1601 Sepulveda Blvd. #382
 Manhattan Beach, CA 90266

15. GOVERNING LAW; ATTORNEY'S FEES; LITIGATION MATTERS

The internal laws of the State of California, without regard to principles of conflicts of laws, shall govern the interpretation of this Agreement. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding anything in this Agreement to the contrary, in no event shall Consultant be entitled to economic or consequential damages or to punitive damages. In the event of any

litigation arising from or related to this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney fees, expert witness fees, and other related expenses. The Municipal and Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the parties hereto concerning this Agreement. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on Consultant shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

16. RIGHTS AND REMEDIES ARE CUMULATIVE; AND WAIVER

- A. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- B. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

17. SEVERABILITY

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

18. INTERPRETATION; ENTIRE AGREEMENT

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be

of no further force or effect.

19. EXECUTION OF CONTRACT

The persons executing this Agreement on behalf of each of the parties hereto represent and 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) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

20. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date set next to the signature of the City Manager below, which date shall be inserted into the preamble of this Agreement.

[end –signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF DUARTE

**CONSULTANT
KOSMONT**

By _____
Darrell George, City Manager

By _____
Larry Kosmont

Its: _____

Date: _____

Date: _____

EXHIBIT "A"

CONSULTANT'S LETTER

[SEE FOLLOWING PAGES]



September 6, 2018

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

Re: Proposal for Public-Private Transaction Advisory Services

Dear Mr. Hensley:

Kosmont & Associates, Inc. doing business as Kosmont Companies ("Consultant" or "Kosmont") is pleased to present this proposal to the City of Duarte ("City" or "Client") for public-private transaction advisory services in connection with a potential mixed-use project ("Project") within the Duarte Station Specific Plan ("DSSP" or "Specific Plan") area. This proposal serves as an Agreement when executed and returned by Client to Kosmont.

I. BACKGROUND AND OBJECTIVE

The City and the potential Project developer ("Developer") seek to negotiate an agreement for the development of a Project, located near the Duarte Gold Line Station within a portion of the Specific Plan area that encompasses approximately 19 acres. The initial development area is approximately 9 acres; however the area to be studied may encompass a larger area, depending on which properties are included. The City is in the early stages of working with the property owners and the Developer to create a viable project.

The City wishes to consider various zoning and financing incentives and mechanisms for the Project, including but not limited to an enhanced infrastructure financing district ("EIFD"), community revitalization and investment authority ("CRIA"), and/or Community Facilities District ("CFD"). The Project is envisioned to include housing (market rate and affordable), office, commercial, a public plaza and an expansion of the Gold Line Station parking area. It is anticipated that an amendment to the Specific Plan and/or its corresponding Environmental Impact Report ("EIR") may be required for Project review and approval.

II. SCOPE OF SERVICES

Task 1: Agreement Negotiation Support

Kosmont will assist the City with outreach and negotiations with the Developer and/or other Project stakeholders as directed by the City. Tasks may include review and comment on draft agreement terms, review of Project pro forma(s) and related financial feasibility analysis, high-level market / fiscal impact and economic benefit analysis, and/or other tasks as may be needed.

Task 2: Feasibility Analysis for EIFD/CRIA/CFD and Complementary Tools

Kosmont will perform an initial evaluation of the suitability and financial efficacy of a tax increment financing, or "TIF" district (EIFD/CRIA), CFD, or similar tool in connection with the Project, including an assessment of complementary zoning / funding / financing tools.

Subtask 2a: District Boundary and Strategic Considerations

In order to facilitate education of (and future cooperation by) potential public and private sector stakeholders (e.g., City Council, Developer, property owners), Kosmont will prepare a summary overview of EIFDs, CRIAs, CFDs, and/or other new districts as may be applicable. Once the preferred district is identified for further analysis, Kosmont will evaluate key strategic and boundary considerations for potential district implementation, including:

- Land ownership and planned / proposed / potential future development (based on information to be provided by City)
- Infrastructure needs (including, costs, timing / phasing, based on information to be provided by City)
- Potential public and private sector partners (e.g. Developer(s), property owners, City, County, other affected taxing entities)
- Transit Priority Area ("TPA") and High Quality Transit Area ("HQTA") boundaries
- If applicable, qualification metrics (e.g. income, crime, unemployment, Disadvantaged Community census tract designation).

Subtask 2b: Funding and Financing Analysis

Kosmont will prepare a funding and financing analysis, including a preliminary tax increment analysis (for TIF districts) or special tax capacity analysis (for CFD) reflecting proposed future development and potential public and private sector partners. Consultant will review readily available planning documents (e.g. DSSP, proposed Project concepts) to determine the types and timing of development planned within the boundaries of the potential district. The analysis will identify:

- Types, sequencing, and potential assessed value generation of potential development in the district (to be determined in consultation with the City)
- Types and costs of infrastructure needed to serve the development (to be provided by the City or designated engineering consultant)

- Property tax increment or special tax funding capacity at select annual benchmarks and cumulatively over the estimated district lifetime
- Initial estimates of potential bonding capacity (to be prepared by Kosmont Transactions Services, register Municipal Advisor)
- Complementary economic development tools and funding resources, including zoning incentives (e.g. Developer Opportunity Reserve), new housing legislation (e.g. Housing Sustainability District, Workforce Housing Opportunity Zone), grants, Developer contributions, other.

Subtask 2c: Governance and Implementation Advisory

Kosmont will evaluate and summarize feasible governance and implementation alternatives, including district governing board composition, voting / approval procedures, supporting environmental analysis approaches, formation milestones, and estimated timing, in order to provide the City and other potential public and private sector stakeholders with an illustrative “roadmap” for implementation.

Task 2 findings will be summarized in PowerPoint Presentation format.

OPTIONAL Meeting and Presentation Assistance (As-Needed / Hourly Basis)

Kosmont will be available on an as-needed basis to prepare and participate in meetings, presentations and/or workshops with the City and public / private sector stakeholders, such as the City Council, Planning Commission, County Board of Supervisors, local special districts (e.g. water districts, utilities agencies), affected property owners / developers, and/or registered voters as may be appropriate. Consultant’s attendance or participation at any such meetings as requested by Client is in addition to compensation for Tasks 1 and 2 and will be billed at the professional services (hourly) fees as shown on Attachment A.

Potential Future Services

Should the City desire to move forward with district formation based on feasibility analysis findings, Kosmont can be available to assist with implementation activities, such as drafting the requisite formation documentation (e.g. Infrastructure Financing Plan, CRIA Plan, Rate and Method of Apportionment) and supporting financial analyses.

III. SCHEDULE AND REQUIRED DATA

Consultant is prepared to commence work upon receipt of executed Agreement. Task 1 Agreement Negotiation Support is anticipated to be provided on an as-needed, ongoing basis. Task 2 Feasibility Analysis is anticipated to be summarized in draft PowerPoint formation within six (6) to eight (8) weeks from initiation of said Task.

Client will provide Consultant with existing Project data, including site plan(s), Project description(s), draft terms for agreement with the Developer, previous correspondence between City and Developer, and/or other relevant information.

IV. COMPENSATION

Compensation for Tasks 1 and 2 is estimated below for professional services (hourly) fees at Consultant's billing rates as shown on Attachment A.

Task	Estimated Budget
1) Agreement Negotiation Support	\$10,000 to \$15,000
2) Feasibility Analysis for District and Complementary Tools	\$20,000 to \$25,000
Estimated Total Professional Services (Hourly) Fees	\$30,000 to \$40,000
<i>OPTIONAL Meeting / Presentation Assistance</i>	<i>As-Needed / Hourly</i>

Budget may be re-allocated between Tasks as may be needed to provide adequate services to Client. Future increases in budget will require approval by Client in advance. Budget may be increased by Client at any time.

Consultant anticipates a single consolidated round of Client comments and revisions on draft work product before Kosmont provides a final version of work product. If necessary, additional rounds of comments and revisions can be accommodated on an hourly basis.

Consultant's attendance or participation at any **publicly noticed** (e.g., City Council, Planning Commission, Public Agency Board, other) meeting requested by Client is in addition to compensation for Tasks 1 and 2 and will be billed at the professional services (hourly) fees as shown on Attachment A.

Services will be invoiced monthly at Consultant's standard billing rates, as shown on Attachment A. In addition to professional services (hourly) fees, invoices will include reimbursement for out-of-pocket expenses such as travel and mileage (provided that there shall be no overnight travel without the Client's prior approval and that mileage shall be reimbursed at the current IRS mileage reimbursement rate), professional printing, conference calls, and delivery charges for messenger and overnight packages at actual cost. Unless otherwise agreed to in advance, out-of-area travel, if any, requires advance funding of flights and hotel accommodations.

Consultant will also include in each invoice an administrative services fee to cover in-house copy, fax, telephone and postage costs equal to four percent (4.0%) of Consultant's monthly professional service fees incurred. Any unpaid invoices after 30 days shall accrue interest at the rate of 10% per annum.

For the convenience of Kosmont's clients, we offer a secure credit card payment service. The credit card payment link is: <https://kosmont.paidyet.com> and there are two ways to make a secure credit card payment:

1. Fill in the "**Make a Payment**" form when you go to the link (<https://kosmont.paidyet.com>), or
2. Call Kosmont Companies' accounting desk (Ms. Charo Martinez; (424) 297-1072) to make a credit card payment

Consultant is prepared to commence work upon receipt of executed Agreement.

DISCLOSURE: Kosmont Transactions Services ("KTS") and Kosmont Realty Corporation ("KRC"): Compensation for possible future transaction-based services or brokerage services.

The following is being provided solely as an advance disclosure of possible real estate brokerage and finance services and potential compensation formats for such services. This disclosure is not intended to commit the Client.

When public agency assignments involve real estate/property brokerage or public financing transactions on behalf of the public agency, such transaction based services are typically provided by Kosmont Transactions Services ("KTS") or Kosmont Realty Corporation ("KRC").

KRC is currently registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a Municipal Advisor. KRC is licensed by the CA Bureau of Real Estate (License #01770428) and is certified as a Minority Business Enterprise (MBE). KRC is also registered as doing business as KTS.

KTS provides transactional Financial Advisory Services and compensation is typically for financial advisory/loan broker services. KRC provides Brokerage Services and compensation is typically for brokerage commissions such as property and lease transactions and/or success/broker fees. KRC also provides Broker Opinions of Value (BOV) services on a fixed fee basis.

V. OTHER PROVISIONS

A. Termination. Client or Consultant shall have the right to terminate this Agreement at any time upon written notification to the other party. Payment for fees accrued through the date of termination shall be remitted in full.

B. Arbitration. Any controversy or claim arising out of or in relation to this Agreement, or the making, performance, interpretation or breach thereof, shall be settled by arbitration at JAMS in Los Angeles, California. Each of the parties to such arbitration proceeding shall be entitled to take up to five depositions with document requests. The provisions of Section 1283.05 (except subdivision (e) thereof) of the California Code of Civil Procedure are incorporated by reference herein, except to the extent they conflict with this Agreement, in which case this Agreement is controlling. If the matter is heard by only one arbitrator, such arbitrator shall be a member of the State Bar of California or a retired judge. If the matter is heard by an arbitration panel, at least one member of such panel shall be a member of the State Bar of California or a retired judge. The arbitrator or arbitrators shall decide all questions of law, and all mixed questions of law and fact, in accordance with the substantive law of the State of California to the end that all rights and defenses which either party may have asserted in a court of competent jurisdiction shall be fully available to such party in the arbitration proceeding.

contemplated hereby. The arbitrator and arbitrators shall set forth and deliver their findings of fact and conclusions of law with the delivery of the arbitration award. Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction.

C. Attorneys' Fees. In the event of any legal action, arbitration, or proceeding arising out of an alleged breach of this Agreement, the party prevailing in such legal action, arbitration, or proceeding shall be entitled to recover reasonable attorneys' fees, expenses and costs, as well as all actual attorneys' fees, expenses and cost incurred in enforcing any judgment entered.

D. Authority. Each of the parties executing this Agreement warrants that persons duly authorized to bind each such party to its terms execute this Agreement.

E. Further Actions. The parties agree to execute such additional documents and take such further actions as may be necessary to carry out the provisions and intent of this Agreement.

F. Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party.

G. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

H. Entire Agreement; Amendments and Waivers. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and any and all prior discussions, negotiations, commitments and understanding, whether written or oral, related hereto are superseded hereby. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing signed by both parties. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver of such provisions unless otherwise expressly provided. Each party to this Agreement has participated in its drafting and, therefore, ambiguities in this Agreement will not be construed against any party to this Agreement.

I. Severability. If any term or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law.

J. Notices. All notices, requests, demands and other communications which may be required under this Agreement shall be in writing and shall be deemed to have been received when transmitted; if personally delivered, if transmitted by telecopier, electronic or digital transmission method, upon transmission; if sent by next day delivery to a domestic address by a recognized overnight delivery service (e.g., Federal Express), the

day after it is sent; and if sent by certified or registered mail, return receipt requested, upon receipt. In each case, notice shall be sent to the principal place of business of the respective party. Either party may change its address by giving written notice thereof to the other in accordance with the provisions of this paragraph.

K. Titles and Captions. Titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision herein.

L. Governing Law. The statutory, administrative and judicial law of the State of California (without reference to choice of law provisions of California law) shall govern the execution and performance of this Agreement.

M. Confidentiality. Each of the parties agrees not to disclose this Agreement or any information concerning this Agreement to any persons or entities, other than to their attorneys and accountants, or as otherwise may be required by law.

N. Counterparts. This Agreement may be executed in one or more counterparts, each of which constitutes an original, and all of which together constitute one and the same instrument. The signature of any person on a telecopy of this Agreement, or any notice, action or consent taken pursuant to this Agreement shall have the same full force and effect as such person's original signature.

O. Disclaimer. Consultant's financial analysis activities and work product, which may include but is not limited to pro forma analysis and tax projections, are projections only. Actual results may differ materially from those expressed in the analysis performed by Consultant due to the integrity of data received, market conditions, economic events and conditions, and a variety of factors that could materially affect the data and conclusions. Client's reliance on Consultant's analysis must consider the foregoing.

Consultant services outlined and described herein are advisory services only. Any decisions or actions taken or not taken by Client and affiliates, are deemed to be based on Client's understanding and by execution of this Agreement, acknowledgement that Consultant's services are advisory only and as such, cannot be relied on as to the results, performance and conclusions of any investment or project that Client may or may not undertake as related to the services provided including any verbal or written communications by and between the Client and Consultant.

Client acknowledges that Consultant's use of work product is limited to the purposes contemplated within this Agreement. Consultant makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the scope of work under this Agreement.

P. Limitation of Damages. In the event Consultant is found liable for any violation of duty, whether in tort or in contract, damages shall be limited to the amount Consultant has received from Client.

Q. Expiration of Proposal for Services. If this Agreement is not fully executed by the parties within thirty (30) days from the date of this letter, this proposal shall expire.

R. Not an agreement for Legal Services or Legal Advice. This Agreement does not constitute an agreement for the performance of legal services or the provision of legal advice, or legal opinion. Client should seek independent legal counsel on matters for which Client is seeking legal advice.

[signature page follows]

VI. ACCEPTANCE AND AUTHORIZATION

If this Agreement is acceptable to Client, please execute two copies of the Agreement and return both originals to Kosmont Companies. Upon receipt of both signed contracts, we will return one fully executed original for your files. Kosmont will commence work upon receipt of executed Agreement.

Read, understood, and agreed to this

____ Day of _____ 2018

City of Duarte

Kosmont & Associates, Inc.
doing business as "Kosmont Companies"

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print Name)

Name: Larry J. Kosmont, CRE®

Its: _____
(Title)

Its: President & CEO

ATTACHMENT A

Kosmont Companies 2018 Public Agency Fee Schedule

Professional Services

President & CEO	\$345.00/hour
Executive Vice President	\$325.00/hour
Partner/Senior Vice President/Senior Consultant	\$305.00/hour
Vice President/Associate	\$195.00/hour
Project Analyst/Project Research	\$165.00/hour
Assistant Project Analyst/Assistant Project Manager	\$125.00/hour
GIS Mapping/Graphics Service	\$ 95.00/hour
Clerical Support	\$ 60.00/hour

• Additional Expenses

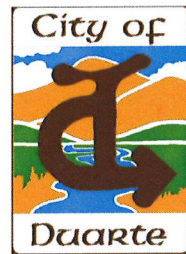
In addition to professional services (labor fees):

- 1) An **administrative fee** for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; **plus**
- 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) If Kosmont retains **Third Party Vendor(s)** for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
- 4) Consultant's **attendance or participation at any public meeting** requested by Client will be billed at the professional services (hourly) fees as shown on this Attachment A.

• Charges for Court/Deposition/Expert Witness-Related Appearances

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until December 31, 2018.



MEMORANDUM

TO: Mayor and City Council

FROM: Craig Hensley, AICP, Community Development Director 

DATE: October 9, 2018

SUBJECT: Amendment to Duarte Station Specific Plan and Associated Supplemental EIR:
Authorize the City Manager to Execute a Professional Services Agreement with MIG, Inc., in the amount of \$280,380; Approval of Associated Budget Amendment.
Approval of Agreement with MJW Investment Group to Reimburse City for Consultant Costs

RECOMMENDATION

Staff recommends that City Council: 1) authorize the City Manager to execute a Professional Services Agreement in the amount of \$280,380 with MIG for preparation an amendment to the Duarte Station Specific Plan and the preparation of a Supplemental EIR; 2) approve a budget amendment to fund the project: and 3) authorize the City Manager to sign an agreement that requires MJW Investment Group to cover to consultant costs for the project and the City to manage the consultant contract.

BACKGROUND

In December 2013, the City Council approved the Duarte Station Specific Plan and the associated EIR. It was an award winning plan that provided zoning and a plan to develop a transit oriented development on the 19 acres directly to the north of the Duarte Gold Line Station. Since that time there has been a lot of activity; the Gold Line Station and related parking has been completed and is operating, the Town Center Specific Plan and the City of Hope Specific Plan have been approved; and Woodward Aviation, one of the three property owners in the Duarte Station area, has decided to sell its property.

Woodward Aviation went through a detailed process to select a developer that it would work with to sell its property. Woodward selected MJW Investment Group for a variety of reasons, including its ability to process a project quickly and past successful experience with the City.

In discussions with a variety of developers and the Woodward real estate team it is clear that for the Duarte Station area to be developable, in the short term, that the specific plan needs to be amended to allow higher residential densities. The plan currently permits up to: 475 residential units; 400,000 square feet of office; 250 hotel rooms; and 12,000 of commercial.

The proposed specific plan amendment would analyze the increase of residential unit count as density. The intent is not to significantly change the design philosophy or to change the plan's focus on mixed use or amenities.

Based on the positive experience the City had with MIG who prepared the Town Center Specific Plan, MIG was asked to provide a proposal for services. MIG has the ability to process the specific plan and environmental work quickly (estimated 7-9 months) which also makes the firm a good choice for this work since Woodward has provided MJW a limited time frame to process a development plan.

Staff has taken several steps to lay the groundwork for this project to move forward, including: several meetings with Woodward Aviation and its real estate team; regular meetings with MJW Investment Group; coordination meetings with Metro; and a meeting with Howard Schwimmer, the other property owner in the specific plan area, to discuss the process.

The proposed changes to the specific plan are necessary to promote development of the Duarte Station area. The intent of a revised development plan is to create the greatest amount of flexibility in development types to allow the transition to a quality mixed use, transit oriented, development of the area. To accomplish this, increased residential potential is necessary. Of course, the focus will remain on high quality design and livability. There are many advantages to this approach to the City, the school district, the City of Hope and the neighborhood.

Attached: Professional Services Agreement – MIG Proposal

CITY OF DUARTE
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and effective as of _____ ("Effective Date"), by and between the **CITY OF DUARTE**, ("City") and **MIG, Inc.**, a California corporation ("Consultant"). City and Consultant may sometimes herein be referred to individually as a "party" and collectively as the "parties." In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until November 1, 2019 or until the tasks listed in the Scope of Work are completed, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the parties.

2. SERVICES AND PERFORMANCE

- A. In compliance with all terms and conditions of this Agreement, the Consultant shall provide services for the preparation of a revision to the Duarte Station Specific plan and a related supplemental EIR, which services may be referred to herein as the "services" or "work" hereunder. The Scope of Service may also include additional tasks described in Consultant's letter attached hereto as Exhibit "A." In the event of any inconsistency between the terms of Consultant's letter and this Agreement, the terms of this Agreement shall govern.
- B. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder.
- C. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without the prior written approval of City, which may be given or withheld at City's sole and absolute discretion, Consultant shall not (i) contract with any other entity to perform in whole or in part the services required hereunder, or (ii) transfer, assign, convey, or encumber (voluntarily or by operation of law) this Agreement.
- D. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

- E. Consultant shall provide all services rendered hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included, and this Agreement shall be read and enforced as though they were included.

3. MANAGEMENT

The City's Community Development Director shall represent City in all matters pursuant to the administration of this Agreement, review and approval of the services performed by Consultant, and the City Manager shall have the authority, subject to the limitations set forth in Section 4, to enlarge the Scope of Services or increase the compensation due to Consultant. Consultant's official representative in the administration of this Agreement shall be James Ross, who shall have the authority to make all decisions for Consultant and bind Consultant to the terms of this Agreement.

4. COMPENSATION

- A. City agrees to pay Consultant an amount not to exceed \$280,380.00, based on the scope of services set forth in Consultant's letter attached hereto as Exhibit A.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given.
- C. Consultant shall be paid on a monthly basis and shall submit monthly invoices/reports to City, within ten (10) days following the end of each month, showing actual services performed. Consultant shall be paid on the next regular council warrant after all required paperwork is submitted. If the City disputes whether Consultant has earned its fee or any portion, City shall give written notice to Consultant within thirty (30) days of receipt of Consultant's monthly report stating the basis for such dispute.

5. SUSPENSION OR TERMINATION OF AGREEMENT

- A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. In the event this Agreement is

suspended or terminated pursuant to this subparagraph (a), Consultant shall submit a final report to the City pursuant to Section 4, and City shall be entitled to receive a return of the fee paid to Consultant, or portion thereof, if the reason for the termination is failure by Consultant to have timely performed the services set forth in Exhibit "A." In City's sole and absolute discretion, prior to effecting a suspension or termination pursuant to this subparagraph (a), the City may first serve upon the Consultant a written notice of the default specifying the default and the amount of time that Consultant shall have to cure, correct, or remedy the default. In the event that the Consultant fails to cure the default within the specified period of time, the City shall have the right to immediately terminate this Agreement pursuant to subparagraph (a). Notwithstanding any other provision of this Agreement to the contrary, City's termination of this Agreement pursuant to this subparagraph (a) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.

- B. Consultant may terminate this Agreement only due to a material breach by City, and only upon not less than thirty (30) days' prior written notice to the City which notice shall specify the material default. Upon receipt of such notice, City may, but shall not be obligated to, effect to remedy of such default.

6. RECORDS AND OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to produce an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of six (6) years after receipt of final payment
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. Consultant shall provide such items to City promptly upon completion of the Agreement. Any use of such documents for other projects by the City shall be without liability to Consultant.

- C. Any information gained by Consultant in the performance of this Agreement shall be considered confidential and such information and the reports, records, documents and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly or to any other client of Consultant without the prior written approval of the City Manager.

7. INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the City from and against all damages and liability caused by the negligent actions or willful misconduct of the Consultant or its employees, agents, or representatives. Consultant shall not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the City or any of its employees, agents, or representatives acting in an official capacity.

8. INSURANCE

Without limiting Consultant's indemnification obligations as set forth in this Agreement, the Consultant shall procure and maintain, at its sole cost and expense, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

- A. Commercial General Liability insurance written on a per occurrence basis in an amount not less than \$1,000,000 per occurrence.
- B. Business Auto Coverage written on a per accident basis in an amount not less than \$1,000,000 per accident. If Consultant or Consultant's employees use personal autos in connection with the performance of work under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.
- C. Worker's Compensation providing statutory benefits as required by California law.
- D. Professional Liability or Errors and Omissions Insurance designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate.
- E. All of the insurance policies required hereunder, except the worker's compensation insurance, shall comply with the following requirements:

- (1) All insurance shall be written by insurers that are admitted and licensed to do

business in the State of California and with A.M. Bests rating of B++ or better and a minimum financial size VII.

- (2) The policies shall be endorsed to name the City and its officers, officials, employees, agents, and volunteers as additional insureds.
 - (3) All of Consultant's insurance: (i) shall contain no special limitations on the scope of protection afforded to the additional insureds; (ii) shall be primary insurance and any insurance or self-insurance maintained by the additional insureds or any of them shall be in excess of the Consultant's insurance and shall not contribute with it; (iii) shall be "occurrence" rather than "claims made" insurance; (iv) 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; (v) shall prohibit Consultant from waiving the right of subrogation prior to a loss except for professional liability; and (vi) shall not contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured.
 - (4) The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change.
- F. Consultant shall renew the required coverage annually as long as City or its employees or agents face an exposure from the Consultant's operations pursuant to this Agreement. Termination of this obligation shall survive the termination or expiration of this Agreement and shall not be effective until City executes a written statement to that effect.
- G. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance evidencing the above insurance coverages and said Certificates of Insurance are reasonably approved by the City. Certificates are to reflect that the insurer will provide 30 days written notice to City of any cancellation of coverage. In the event any of said policies of insurance are reduced in limits or cancelled for any reason, the Consultant shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Paragraph 8.
- H. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
- I. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes

no obligation or liability by such notice, but has the right to monitor the handling of any such claim or claims if they are likely to involve City.

9. INDEPENDENT CONSULTANT

- A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, officials, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

10. NO UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

11. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to the Agreement during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

12. COVENANT AGAINST DISCRIMINATION

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination

against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

13. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer, official, employee, agent, representative, or volunteer of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

14. NOTICES

Any notices which either party may desire to give or may be required to give to the other party under this Agreement must be in writing and may be given either by (a) personal service, or (b) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (c) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

If to City: City of Duarte
Community Development Department
1600 Huntington Drive
Duarte, California 91010

If to Consultant: MIG
Attn: Laura Stetson
537 South Raymond Ave.
Pasadena, CA 91105

15. GOVERNING LAW; ATTORNEY'S FEES; LITIGATION MATTERS

The internal laws of the State of California, without regard to principles of conflicts of laws, shall govern the interpretation of this Agreement. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding anything in this Agreement to the contrary, in no event shall Consultant be entitled to economic or consequential damages or to punitive damages. In the event of any litigation arising from or related to this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney fees, expert witness fees, and other related expenses. The Municipal and Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the parties hereto

concerning this Agreement. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on Consultant shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

16. RIGHTS AND REMEDIES ARE CUMULATIVE; AND WAIVER

- A. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- B. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

17. SEVERABILITY

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

18. INTERPRETATION; ENTIRE AGREEMENT

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect.

19. EXECUTION OF CONTRACT

The persons executing this Agreement on behalf of each of the parties hereto represent and 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) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

20. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date set next to the signature of the City Manager below, which date shall be inserted into the preamble of this Agreement.

[end –signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF DUARTE

**CONSULTANT
MIG**

By _____
Darrell George, City Manager

By _____
Laura Stetson

Its: _____

Date: _____

Date: _____

EXHIBIT "A"

CONSULTANT'S LETTER

[SEE FOLLOWING PAGES]



August 30, 2018

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

Subject: Proposal for Planning Services – Duarte Station Specific Plan Amendment and Supplemental EIR

Dear Craig:

Thank you for asking MIG, Inc. to provide this proposal to prepare an amendment to the Duarte Station Specific Plan and to complete the associated CEQA documentation. Based on our review of the prior Environmental Impact Report and the scope of the contemplated Specific Plan amendment, we anticipate preparation of a Supplemental EIR. In the attached, we describe the scope of services we will undertake and present the associated budget.

Per your request, Genevieve Sharrow will serve as project manager. For the EIR, Bob Prasse from MIG's Riverside office will direct the work. I will serve as the Principal-in-charge for team guidance and quality assurance/control. For the traffic study, we will enlist the services of Fehr & Peers, who will draw from their recent traffic analysis for the City of Hope Specific Plan and EIR. MIG will use our experience with similar projects, combined with our knowledge of Duarte and excellent working relationship with your staff and community, to complete the work quickly and within budget. Note that the scope and budget are flexible and can be refined. We are ready to get underway in early October per the schedule you identified.

Please call Genevieve or me with any questions you may have. We appreciate the opportunity to continue to work with you, your staff, and the Duarte community.

Regards,

A handwritten signature in blue ink that reads "Laura R. Stetson".

Laura R. Stetson, AICP
Principal

PLANNING | DESIGN | COMMUNICATIONS | MANAGEMENT | SCIENCE | TECHNOLOGY

537 S. Raymond Avenue • Pasadena, CA 91105 • USA • 626-744-9872 • www.migcom.com
Offices in: California • Colorado • New York • Oregon • Texas • Washington

Scope of Services

MIG will provide the following scope of services. Please note that each task identified may not occur in the order presented in this scope, as tasks may occur simultaneously.

Understanding of the Project and Assignment

The adopted Duarte Station Specific Plan provides for transit-oriented development around the Metro Gold Line Duarte Station, resulting in the transition of long-established industrial uses to a mix of residences, offices, commercial/retail spaces, hospitality uses, and urban green spaces. At the time of its preparation, the Specific Plan was written largely to accommodate office mixed-use development, with only 2.55 acres of the 19.09-acre planning area allocated for stand-alone residential. Table 2-3 in the Specific Plan outlines the anticipated level of development by land use (400,000 square feet of office, 12,000 square feet of retail, 250 hotel rooms, and 475 dwelling units); this was the “project” analyzed in the EIR.

The City wishes to amend the Specific Plan to accommodate a higher residential yield—perhaps as many as 1,200 units—as well as a reduced office yield. Also, more flexibility needs to be provided in the Specific Plan regarding ultimate build-out to better react to evolving market conditions. Because the Specific Plan EIR did not anticipate these now-contemplated land use allocations, supplemental environmental documentation will be required. We anticipate preparation of a Supplemental EIR, supported by a current traffic study that builds on recent analysis that Fehr & Peers completed for the City of Hope Specific Plan.

The work is to begin in October 2018, with an approximate seven- to nine-month time frame to adoption.

Assumptions

In putting this proposal together, MIG has assumed the following.

- The City will make available to MIG all Word (or InDesign) files and all graphics files of the current Specific Plan and Final EIR. We will work within the structure of the Specific Plan.
- The City's project manager and the MIG project manager will conduct regularly scheduled check-in calls every other week.
- Two rounds of review will occur for draft work products. The City will provide a single set of consolidated staff comments for each round.
- The scope includes a project website with a comment function.
- The City will confirm the scope of the traffic analysis prior to Fehr & Peers beginning work.
- MIG will provide full CEQA services, including mailing of notices and documents.
- All printed deliverables will be billed as reimbursable costs.
- The City will be responsible for all public hearing notices and staff reports.

Task 1: Project Management and Coordination

1.1: Kick-Off Meeting

MIG project manager Genevieve Sharrow, Principal Laura Stetson, and EIR manager Bob Prasse will meet with City of Duarte staff to clarify the City's expectations regarding the Specific Plan amendment, CEQA review, and public engagement. Objectives for the meeting include:

- Understand the City's expectations
- Establish primary contact and preferred methods for communication
- Discuss the scope of the proposed Specific Plan amendment
- Discuss project schedule
- Identify technical studies required and data needs and responsible person(s)

1.2: Project Coordination Meetings (allowance)

This task involves strategic planning meetings/phone calls between MIG and City staff. The budget provides an allowance for coordination meetings.

1.3: Project Management

This subtask provides for contract administration, invoicing, scheduling, coordination with the project team, and quality control/assurance.

Task 1 Meetings and Deliverables

Kick-off meeting

Project coordination meetings (budgeted allowance)

Monthly status reports (with invoices)

Task 2: Community Engagement

2.1: Community Meeting

City staff may require that one or more community meetings be held during preparation of the draft Specific Plan amendment. If requested by the City, MIG will take the lead to organize the meeting with surrounding property owners. We will prepare a meeting flyer. The City will review a draft of the flyer prior to its distribution. We assume that the City will be responsible for distributing the flyer and otherwise advertising the event.

We will arrange for the meeting venue in coordination with City staff. MIG will prepare a PowerPoint presentation and static displays for the meeting. MIG will facilitate the meeting with participation from City staff. Following the meeting, we will prepare a brief meeting summary.

2.2: Project Website

MIG will build and maintain a project website similar to the site we created for the Duarte Town Center Specific Plan. The purpose of the site will be to keep residents and business owners informed

of the proposed amendment and EIR. The website will include a function that allows people to comment on the proposed Specific Plan amendment.

Task 2 Meetings and Deliverables

Draft and Final Community Meeting Flyer

Meeting Presentation Materials for Community Meeting

Attendance at Community Meeting

Project website creation, maintenance, and hosting for up to two years (beyond the duration of the Specific Plan amendment process)

Task 3: Prepare Administrative Draft Specific Plan Amendment

MIG will prepare an administrative draft Specific Plan amendment for review by City staff. Based on our discussions with City staff, we will prepare the Specific Plan amendment to focus on the proposed land use changes, developments standards, and design themes/concepts that have been prepared by a developer interested in developing on a portion of the site. We also have budgeted for the following revisions, which we believe will streamline the Specific Plan and bring it up to date for more current circumstances:

- Pruning (or eliminating whole paragraphs) of the existing conditions discussion in Chapter 1. Such information becomes quickly dated and not relevant.
- Updating Section 3.0 – Infrastructure and Services
- Ensuring that the Substantial Conformance and Minor Modifications provisions in Section 6.0 meet the City's needs
- Adjusting the phasing plan in Section 6.0

Information from the traffic study regarding any required on- and off-site improvements will be included if requested by the City.

Task 3 Deliverables

One electronic copy (Word and pdf) of the Administrative Draft Specific Plan

Task 4: Preliminary Draft Specific Plan Amendment and Public Review Draft Specific Plan

Following City staff's review of the administrative draft Specific Plan amendment, we will meet with staff to review your comments. Based on City staff comments, we will prepare a preliminary draft for the City, followed by the draft amended Specific Plan for the public hearing process.

Task 4 Deliverables

One electronic copy (Word and pdf) of the City Preliminary Draft Specific Plan

Fifteen (15) copies of the Public Review Draft Amended Specific Plan, plus a reproducible master (pdf)

Task 5: Traffic Analysis

Fehr & Peers will prepare a Transportation Impact Analysis Report. The analysis will study two different specific plan land use development options to determine if either will result in significant transportation impacts based on applicable thresholds of significance. The following subtasks will be conducted.

5.1: Preparation of Assumptions and Methodologies Memorandum

An Assumptions and Methodologies Memorandum will be prepared for City staff to approve aspects of the approach such as the trip generation, study locations, trip distribution, analysis requirements, and impact criteria of the transportation impact analysis.

An initial meeting will be held with the project team to confirm the description of the development options and the overall approach to the transportation study. The various Specific Plan components, plan layout, vehicular access, and anticipated completion year will be confirmed.

5.1.1. Fehr & Peers will estimate preliminary trip generation for each development option using Institute of Transportation Engineers (ITE) recommended trip generation rates. Appropriate credits will be applied for alternative modes, internal trip capture, pass-by trips, and any active existing use, as applicable.

5.1.2. Prepare preliminary trip distribution and assignments assumptions. The SCAG Travel Demand Model will be used to inform the trip distribution.

5.1.3. Select key intersections based on the trip generation estimates and trip assignment. Based on previous studies conducted for the Specific Plan area, this proposal assumes the analysis of up to 18 study intersections during the weekday AM and PM peak hours.

5.1.4. Collect data from local agencies regarding other major land use development proposals (i.e., related projects) in the study area.

5.1.5. Identify analysis methodologies, impact criteria, and appropriate analysis scenarios for the transportation impact study. Based on previous work conducted in Duarte, it is assumed that the Intersection Utilization Capacity (ICU) methodology will be utilized for all signalized intersection analysis and Highway Capacity Methodology (HCM) will be used for unsignalized intersections. The following analysis scenarios are assumed for inclusion in the study: Existing, Existing Plus Project, Cumulative Year, and Cumulative Year Plus Project.

5.1.6. Participate in one meeting with City of Duarte staff during the preparation of the memorandum. Participate in one potential meeting with Caltrans staff during the preparation of the memorandum.

5.1.7. A Draft Assumptions and Methodologies Memorandum will be submitted for City review. This scope assumes one round of edits to the draft memorandum based on one set of consolidated City comments. The final Assumptions and Methodologies Memorandum will be developed based on the

received comments. A total of four staff hours have been budgeted to address comments received on the memorandum.

5.2: Transportation Impact Analysis

After the Methodology and Assumptions Memorandum is approved, the following subtasks will be completed.

5.2.1. Data Collection. Manual weekday morning and evening peak period traffic counts will be conducted at the 18 study intersections. This task also includes conducting site reconnaissance involving review of existing physical characteristics of the project site, surrounding road network, verification of existing cross sections, traffic signal locations, turn restrictions, lane assignments, and site access.

5.2.2. Existing Conditions. This task will involve summarizing the data collection and conducting intersection level of service calculations. The existing transit facilities serving the Specific Plan area will also be documented, along with existing and proposed bicycle and pedestrian facilities in the vicinity.

5.2.3. Project Trips. Weekday morning and evening peak hour trips for each development option will be assigned to the roadway network serving the site using the trip generation estimates and trip distribution agreed upon with the City.

5.2.4. Existing Plus Project Analysis. This task includes analysis of the existing plus project scenario, consistent with Sunnyvale court case law. This analysis will measure the effect of project traffic on the existing roadway network for both development options.

5.2.5. Future Analysis. Conduct analysis of the following future scenarios:

Cumulative Year – This scenario will incorporate approved and pending projects along with projected ambient growth in the study area utilize to develop cumulative traffic forecasts.

Cumulative Year Plus Project – This analysis will measure the effect of the project traffic at the cumulative year for both development options.

5.2.6. VMT Analysis. With the shift to vehicle miles traveled (VMT) as a transportation impact metric associated with CEQA analysis pursuant to Senate Bill 743, a VMT estimate for both development options will be prepared. Fehr & Peers will estimate the average trip length for the development options using the transportation analysis zone (TAZ) or zones that encompass the Specific Plan in the SCAG Travel Demand Model. Total average daily VMT will be calculated, as well as per capita VMT based on a metric such as residents or employees and included in the Transportation Impact Report.

5.2.7. Freeway Analysis. Freeway off-ramp queuing will be completed for all freeway off-ramp locations included in the 18 study locations for each analysis scenario; freeway mainline analysis will be completed at four freeway mainline locations for each analysis scenario for both development options.

5.2.8. Signal Warrant Analysis. Peak hour signal warrant analysis will be conducted for stop-controlled intersections as determined in the *2014 California Manual on Uniform Traffic Control Devices* for each analysis scenario of both development options.

5.2.9. Access, Circulation, and Parking. This analysis will involve a review of the proposed vehicular access, on-site circulation, and the adequacy of parking. A review of bicycle and pedestrian facilities adjacent to the project site will also be conducted to identify deficiencies and potential improvements.

5.2.10. Congestion Management Plan (CMP). Fehr & Peers will conduct CMP analysis for both development options as required per the Los Angeles County CMP guidelines.

5.2.11. Mitigation Measures. Based on the above tasks, the impacts of development options traffic will be identified utilizing the criteria from Duarte. If the significant impacts are identified, physical and/or operational improvements necessary to accommodate the project trips will be investigated and defined at a conceptual level.

5.3: Documentation

A Draft Transportation Impact Report that summarizes the results of the analysis for both development options will be prepared and submitted for project team review. This scope assumes one round of edits to the draft report based on one set of consolidated team comments. The draft report will be updated and submitted to City staff for review. This scope assumes one rounds of edits to the draft report based on one set of consolidated city comments. The Final Transportation Impact Report will be developed based on the received comments. A total of 12 staff hours have been budgeted to address the comments received on the report.

Task 5 Deliverables

Assumptions and Methodology Memorandum

Draft and Final Transportation Impact Report (Word and pdf)

Task 6 CEQA Compliance

As indicated above, we anticipate preparation of a Supplemental EIR. MIG will use its experienced CEQA writing and management team.

Task 6.1: Project Initiation, Data Collection

We will hold a kick-off meeting with City staff to review the scope of work with respect to project tasks, objectives, and work products for the EIR. This meeting will also be an opportunity to discuss key project issues and concerns, establish communication protocols, and refine the project schedule. We anticipated that, as part of project initiation, the City will be able to provide pertinent documents and technical studies, including documentation used to support the EIR that was prepared for the originally adopted Specific Plan.

Task 6.2: Technical Studies

In order to thoroughly analyze potential project impacts for certain issues, the following technical studies are provided as part of our scope of work. These studies will be used to satisfy the

requirements of CEQA, will address all CEQA-required assessments, and be supported with references and appendices (e.g., model outputs, archival information, and findings from field reviews). Except for the traffic study which will be prepared by Fehe & Peers, MIG will prepare one administrative draft of each technical report for review by the City prior to finalizing the reports for use in the CEQA review of the project. Each study would take into account and estimate the current impact of existing land uses and compare them to total project impacts to estimate net impacts. The following studies and reports will be provided:

- Air Quality and Health Risk Assessment (HRA)
- Greenhouse Gas Emission analysis
- Noise analysis

The findings and conclusions of each study would be used to support the preparation of the Administrative Draft EIR. Note that the HRA will not be used as a basis to assess project impacts (since it assesses the impact of the environment on the project not required under CEQA), but is being provided for inclusion in the public records and can be summarized and referenced in project staff reports.

6.2.1. Air Quality Analysis and Health Risk Assessment (HRA). MIG will prepare a clear and concise air quality analysis and HRA that fully evaluates the proposed project's potential air quality impacts, including:

- Project consistency with the South Coast Air Quality Management District's (SCAQMD) 2016 Clean Air Plan;
- Potential construction (short-term) and operational (long term) emissions of criteria air pollutants (e.g., particulate matter or PM), fugitive dust, and toxic air contaminants (TAC);
- Potential carbon monoxide hotspots (MIG will provide a quantitative analysis consistent with the existing EIR's documentation)
- Potential substantial pollutant concentrations resulting from project construction and operation, including:
 - Concentrations of diesel PM, a TAC, at existing sensitive receptor locations near the project area (MIG will provide a qualitative discussion and evaluation of this impact);
 - Concentrations of diesel PM from the I-210 at new project receptors (quantitative health risk assessment, or HRA)
- Potential project odors; and
- Cumulative increases in non-attainment pollutants within the South Coast Air Basin

We will use the **California Emissions Estimator Model** (CalEEMod, Version 2016.3.2) to estimate the net increase in emissions generated by the construction and operation of the proposed project. The resulting emissions estimates would be compared to CEQA significance thresholds maintained by the SCAQMD. The proposed project's emissions would also be compared to the SCAQMD's Localized Significance Thresholds (LSTs). The SCAQMD's LSTs help public agencies analyze the project-related effects of pollutants on sensitive receptors. MIG anticipates equipment exhaust and/or moderate to high level fugitive dust controls would be required for the project to meet LST thresholds.

The **California Line Dispersion Model (CALINE)** will be used to estimate changes in carbon monoxide concentrations at intersections impacted by the project. In addition, given the project location, MIG is proposing to prepare a quantitative HRA to evaluate potential risks to new project receptors associated with vehicle emissions from the I-210. MIG would use the U.S. EPA-approved and SCAQMD-recommended regulatory model (AERMOD) to predict exposure to concentrations of diesel PM, a TAC, at sensitive receptor locations and quantify associated health risks. The operational HRA would be prepared in accordance with the guidance and recommendations contained in the SCAQMD's CEQA Air Quality Handbook, SCAQMD's Health Risk Assessment Guidance for Analyzing Cancer Risks from Mobile Source Diesel Emissions, and the California Office of Environmental Health Hazard Assessment's (OEHHA) Air Toxics Hot Spots Program Guidance Manual (OEHHA 2015). As a matter of due diligence, MIG would also contact the SCAQMD for supplemental, project-specific guidance regarding the project HRA. The HRA would identify the carcinogenic and non-carcinogenic health risks to both residential and worker receptors within ¼ mile of the project, consistent with SCAQMD guidance. Pursuant to the California Supreme Court's decision in *California Building Industries Association v. Bay Area Air Quality Management District*, the risks to new receptors represent a potential effect of the environment on the project and thus would be provided for information purposes only.

This task includes up to four CalEEMod and two AERMOD runs.

6.2.2 Greenhouse Gas Analysis. The proposed project's potential GHG emissions impacts will be evaluated and quantified, including:

- Potential construction (short term) and operational (long term) emissions of GHG emissions; and
- Project consistency with applicable plans, policies, and regulations adopted for the purposes of reducing GHG emissions, such as the latest Scoping Plan prepared by the California Air Resources Board and the Southern California Association of Government's 2016 to 2040 Regional Transportation Plan/Sustainable Communities Strategy.

We will use CalEEMod to estimate the net increase in GHG generated by the construction and operation of the proposed project. The resulting emissions estimates would be compared to CEQA significance thresholds maintained by the SCAQMD. If necessary, MIG would identify measures to reduce GHG emissions to levels below appropriate CEQA thresholds of significance and/or to ensure the project is consistent with all applicable GHG reduction plans, such as travel demand measures intended to reduce single-occupancy vehicle trips associated with the project.

6.2.3 Noise Analysis. MIG will prepare a noise analysis that will:

- Describe the existing noise and vibration environment in the project vicinity and applicable City regulations, including General Plan policies, related to noise;
- Quantify potential construction noise and vibration levels at sensitive receptor locations;
- Evaluate potential on-site operational noise levels resulting from project noise sources such as heating, ventilation, and air conditioning (HVAC) equipment; and

- Quantify potential off-site operational noise levels resulting from project-related increases in traffic on local roadways.

Due to the amount of time that has passed between the noise measurements taken for the Specific Plan EIR (approximately five years), MIG proposes to conduct short-term and long-term (up to 24 hours) ambient noise monitoring at up to two locations to adequately describe the existing noise environment in the project area / sensitive receptor locations and evaluate project compatibility with existing noise levels. The noise analysis will identify typical construction equipment sound levels, quantify peak and typical construction activity noise levels, and, if necessary, identify best management practices or mitigation measures from the Specific Plan EIR that would reduce the magnitude of potential construction noise impacts to less than significance.

Once constructed, MIG anticipates the proposed project would generate noise from potential on- and off-site sources such as HVAC systems and vehicle trips. MIG would estimate the noise levels resulting from stationary equipment sources at nearby sensitive receptor locations; however, mitigation is not anticipated to be necessary for stationary noise generated by the project. Consistent with Specific Plan EIR, MIG proposes to update traffic noise level estimates to reflect the updated land uses in the Specific Plan. MIG proposes to use the Federal Highway Works Administration (FHWA) Traffic Noise Model, Version 2.5, to estimate pre- and post-project noise levels on roadways affected by project traffic (presumed to be 18 roadways to coincide with the traffic study).

In addition, MIG will estimate rail-related noise and vibration from the adjacent Metro Gold Line. MIG anticipates Metro may request some type of deed restriction from the project pertaining to potential noise, vibration, and dust from the Metro operations. We would evaluate the mitigation measures within the existing EIR that address railway and traffic noise in light of the potential impacts of the revised project and if necessary, identify additional design features and/or mitigation measures to ensure the project is not exposed to unacceptable levels of noise or vibration associated with Metro or the I-210 Freeway.

This task includes an evaluation of standard construction noise, on-site operational noise, and off-site traffic noise sources (up to six roadway segments) using standard noise propagation and attenuation equations. It does not include the use of any graphical modeling or evaluation of atypical or unusual noise or vibration sources.

Task 6.2 Deliverables

Technical Studies are integrated into the body of IS/EIR document.

1 copy of each Technical Study will be attached as appendices to the EIR.

Task 6.3: Initial Study/Notice of Preparation

We will prepare a Notice of Preparation (NOP) in accordance with Section CEQA Guidelines 15082 to announce the City's determination to prepare an EIR, and to request comments concerning the scope of issues to be addressed in the EIR. In particular, the Initial Study will be used to narrow the scope of the EIR to those issues relevant to project changes relative to the previous Duarte Station Specific Plan EIR. The NOP will include a brief description of the project and identify key differences between the

existing Specific Plan and the proposed amendment to the Specific Plan. The NOP would be circulated to the State Clearinghouse, responsible agencies, other interested public agencies, and interested members of the public for a period of 30 days. During the 30-day review period, a scoping meeting will be held to collect comments from responsible agencies, stakeholders and other interested parties regarding the environmental topics that should be analyzed in the EIR. MIG will participate in the meeting and make a presentation about the project, the environmental review process, and key project features.

MIG will produce and distribute, via certified mail, up to 30 electronic (CD) copies of the IS/NOP for public review and comment. Should additional copies be requested, MIG is prepared to provide these at additional cost based on time and materials.

Task 6.3 Deliverables

1 Copy of Administrative Draft Initial Study (electronic)

1 Copy of Notice of Preparation (NOP) (electronic)

Public Review Initial Study and NOP (electronic)

Task 6.4: Prepare Draft Supplemental EIR

MIG will prepare a Draft Supplemental EIR that provides a thorough and objective analysis of the potential environmental impacts identified in the Initial Study. We anticipate that issues to be addressed in the Draft Supplemental EIR will include air quality/health risk, greenhouse gases, land use and planning, noise, transportation and traffic, and utilities and services. Other potential impacts identified by the Initial Study will also be addressed in the Draft Supplemental EIR. The Draft Supplemental EIR will include the following components in accordance with CEQA requirements.

1. Introduction
2. Executive Summary
3. Project Description
4. Environmental Setting/Existing Conditions
5. Evaluation of Potential Environmental Affects (includes individual sections to review each issue areas – i.e. Aesthetics, Noise, Land Use, etc.)
6. Significant Unavoidable Adverse Impacts
7. Significant Irreversible Environmental Changes
8. Growth Inducing Impacts
9. Cumulative Impacts
10. Alternatives to the Proposed Project
11. References and Persons Consulted

A detailed project description will be provided, as well as documentation of existing conditions. The proposed project will then be compared to existing conditions to determine project impacts for each issue area identified in the Initial Study. For those instances where potential impacts could be different than those previously identified and/or rise to a level of significance, we will craft effective, enforceable, and practical mitigation measures to address such impacts.

Up to three alternatives will be developed for the project, focusing potentially on a range of residential unit yield.

Based on our understanding of the City's environmental review process, we have included budget for two rounds of review and revisions for the preparation of the Draft Supplemental EIR. Each of the two Administrative Draft EIR documents will be submitted electronically to the City for review and comment. MIG will address one round of consolidated comments from the City on each of the two administrative draft documents. Immediately following review and comment on the second Administrative Draft Supplemental EIR, MIG will prepare the public Draft Supplemental EIR incorporating the revisions identified in comments. Following the City's review and final revisions by MIG, the DEIR would be ready for public circulation.

Task 6.4 Deliverables

1 copy of Administrative Draft Supplemental EIR (electronic)

1 copy of second ADEIR (electronic)

Task 6.5: Draft Supplemental EIR Circulation/Notice of Availability

MIG will prepare a Notice of Completion (NOC) for submittal to the State Clearinghouse and will prepare a Notice of Availability (NOA) to be transmitted to other government and quasi-governmental agencies, special interest groups, and interested persons that have requested notification of environmental documents prepared for projects under City of Monrovia review. Circulation of the Draft Supplemental EIR will initiate a mandatory 45-day public review period as required by CEQA.

This proposal assumes the City will publish the NOA in a local newspaper of general circulation and post it at the usual locations where planning actions are announced to the public. MIG will produce and distribute, via certified mail, up to 30 electronic (CD) copies of the DEIR for public review and comment. Should additional copies be requested, MIG is prepared to provide these at additional cost based on time and materials.

Task 6.5 Deliverables

Draft Supplemental EIR for public review (CDs per the mailing list and electronic for posting on City website; up to 15 printed copies for distribution to libraries and policy makers during the review period)

1 copy of Notice of Completion (electronic)

1 copy of Notice of Availability (electronic)

Task 6.6.: Response to Comments and Final EIR

Following the close of the 45-day public review period, the City will transmit all written comments received to MIG. MIG will prepare written responses to comments, addressing such comments with a reasoned analysis of issues raised. In some cases, responses may result in revisions to the text or exhibits contained in the DEIR, and such changes would be documented in the responses. The Final EIR (FEIR) document would include: the comments on the DEIR and the responses to such comments (as discussed above), a list of entities commenting on the DEIR, and an erratum to address corrections and clarifications to the DEIR. Technically under CEQA, the DEIR is also considered to be part of the

Final EIR, although it is maintained as a separate volume. A Mitigation Monitoring Reporting Program (MMRP) is also included in this task and can be provided as part of the FEIR document, or as a separate document prior to the commencement of public hearings.

Due to the significant uncertainty in predicting the volume and complexity of comments that may be submitted on the DEIR, the amount of effort required to prepare responses to those comments and any associated revision to the DEIR is difficult to estimate. We have allocated approximately 80 hours of staff time which is our best estimate of the time needed to complete all components of this task. Also, Fehr & Peers has budgeted up to 20 hours to respond to traffic-related comments. Upon completion of 75 percent of the budgeted amount, we will provide an estimate of the remaining effort and expenses required to complete this work, along with a request for an allocation of additional funds, if necessary, to cover our full costs.

Task 6.5 Deliverables

1 copy of Administrative Draft Responses to Comments (electronic)

1 copy of Administrative Draft MMRP (electronic)

15 copies of Final EIR (printed plus electronic)

Task 6.6: Findings of Fact and Statement of Overriding Considerations

Pursuant to Section 15091 of the State CEQA Guidelines, the City must make specific findings regarding project impacts. These findings relate to the significance of environmental impacts and the feasibility of mitigation and project changes. MIG will coordinate with the City Attorney to prepare this document and submit a draft for one round of review and comment by City staff. MIG will prepare a Statement of Overriding Considerations (SOC) if there are any unavoidable significant impacts and if the City determines that there are specific economic, social, or other considerations that override any unmitigated environmental effects. The budget for this task assumes that much of the information included in the Finding of Fact and SOC can be reused for the subsequent EIR.

Task 6.6 Deliverables

1 copy of Findings of Fact and Statement of Overriding Considerations (electronic)

Task 6.7: Notice of Determination

Within five days of Certification of the EIR, MIG will prepare and file the Notice of Determination (NOD) with the County Clerk and the State Clearinghouse. It is assumed that the City will pay for any filing fees, including California Department of Fish and Wildlife fees.

Task 6.7 Deliverables

1 copy of Notice of Determination (electronic)

Task 6.8: Meetings

In addition to the kick-off meeting identified under Task 1, the MIG EIR project manager will prepare for and attend two internal meetings with City Staff.

Task 6.9 Deliverables**Meeting attendance**

Optional Task 6.10: AB 52 Administrative and Consultation Services

MIG will provide administrative and consultation services in support of Assembly Bill 52 (AB 52) Native American Consultation. These services are performed under the guidance and direction of the City of Manhattan Beach, and would consist of the following six-step process:

1. Prepare tribal notification letter(s);
2. Mail and document tribal notification letter(s);
3. Create and update (as needed) AB 52 compliance checklist;
4. Forward formal tribal requests and scheduling for Government-to-Government consultation to the City;
5. Follow-up with staff during the 30-day tribal notification period; and
6. Compile the administrative record that documents AB 52 Compliance.

MIG will perform the six-step process and up to two scheduled conference calls with the City and the tribe(s) to discuss TCRs and Native American cultural resources, potential impacts to those resources, and mitigation measures (if necessary). It is assumed that the lead agency will facilitate these meetings with the assistance of MIG; MIG will document the information and capture Tribal input for inclusion in the project's administrative record.

Optional Task 6.10 Deliverables

1 copy of Tribal Notification Letter (electronic)

1 copy of updated AB 52 Compliance Checklist (electronic)

1 copy of Administrative Record of AB 52 Compliance (electronic)

Task 7: Public Hearings and Final Specific Plan**7.1: Public Hearings**

MIG staff will attend public hearings with the Planning Commission and City Council for the amended Specific Plan and EIR. We will prepare appropriate presentation materials for the hearings as requested by the City. The budget assumes attendance at three hearings by the MIG project manager and CEQA lead, and attendance at two hearings by Fehr & Peers staff.

7.2: Final Entitlement Documents

Following final City Council action on the draft amended Specific Plan, we will revise it to incorporate any revisions directed through the public hearing process. We have budgeted an allowance for this task.

Task 7 Deliverables

Hearing presentation materials

Final Amended Specific Plan – Ten (10) printed copies and master reproducible (Word and pdf), plus any related electronic project files

Budget

The table below identifies the estimated costs associated with each work scope task. We propose to complete labor tasks on a fixed fee basis. All direct costs will be billed on a time-and-materials basis.

Task	Estimated Cost
1.0 Project Management and Coordination	
- MIG	\$9,000
- Fehr & Peers	\$3,000
2.0 Community Engagement	
- Community Meeting	\$4,000
- Website	\$13,000
3.0 Administrative Draft Amended Specific Plan	\$32,000
4.0 Preliminary Draft and Public Review Draft Amended Specific Plan	\$12,000
5.0 Traffic Analysis (including traffic counts)	\$76,980
6.0 Supplemental EIR and Technical Studies	
- MIG	\$109,800
- Fehr & Peers (FEIR)	\$3,600
7.0 Hearings and Final Documents (allowance)	
- MIG	\$10,000
- Fehr & Peers	\$2,000
Subtotal Labor	\$275,380
Direct Costs	\$5,000
Total	\$280,380

Direct costs or project expenses such as large quantity printing, plotting, and printing are charged at cost, plus 10%. The cost of communications including postage, courier, and other delivery costs are charged at cost, plus 10%. The mileage charge for personal autos will be the currently applicable mileage rate established by the Internal Revenue Service. All other travel expenses are charged at cost, plus 10%.

MEMORANDUM

TO: Mayor and Councilmembers
FROM: Darrell J. George, City Manager
DATE: October 4, 2018
SUBJECT: Conference Attendance – City Council Meeting of October 9, 2018

Los Angeles County Economic Development Corporation
Eddy Awards
Thursday, November 8, 2018
Intercontinental Hotel, Downtown L.A.
\$400 per person



The Eddy Awards® is the most prestigious awards program to recognize leadership in economic development in business, education and government throughout Los Angeles County. The Eddy Awards, a cocktail reception, dinner, and awards gala, also supports fulfillment of the Los Angeles County Economic Development Corporation's mission to advance opportunity and prosperity for all.

[Register Now](#)

The 23rd Annual Eddy Awards is on November 8, 2018 at
the Intercontinental Hotel Downtown LA
Cocktail Reception: 6:00pm – 7:15pm
Awards Dinner: 7:15pm – 9:30pm

\$400 per person

Event Dress is Business Attire

The Eddy Awards annual dinner gala and awards ceremony celebrates exceptional public and private leadership in LA County economic development, with the *Most Business-Friendly City Award* and recognition of honorees that demonstrate outstanding contributions to economic development in the region. It is an extraordinary opportunity to network with the leaders you want to meet, from all sectors in the region.

This is the only fundraiser for the LAEDC on an annual basis, and your ticket sales and sponsorship make our work possible — raising the standards of living for the residents of L.A. County by increasing economic opportunity and regional prosperity. Please consider sponsoring the Eddy Awards, and associate your organization's name with the transformative progress of LA County.

2018 Eddy Award Honorees

CORPORATE HONOREE: American Airlines

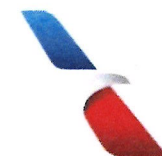


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Airport (LAX), among the world's busiest airports. The hub serves as American's west coast gateway to the Asia-Pacific and has recently added service to 24 new destinations including Sydney, Auckland, Hong Kong, Tokyo Haneda and Beijing. In 2017, the airline announced a more than \$1.5 billion investment toward improvements at LAX Terminals 4 and 5 to create a world-class experience for its 16.5 million annual customers and nearly 7,000 team members who work there.

EDUCATIONAL HONOREE: Cal Poly Pomona

CAL POLY POMONA

Cal Poly Pomona

is among the best public universities in the West and is nationally ranked for helping students achieve economic success. As an inclusive polytechnic university, they cultivate success through experiential learning, discovery and innovation. Their graduates are ready to succeed in the professional world on Day 1.

Faculty in all disciplines put theory to practice, providing students with opportunities to apply their knowledge in hands-on projects, research collaborations, and valuable internship and service-learning programs. Their history and geography are unlike any other university in the region. Nowhere else can students ride an Arabian horse, practice on a Steinway piano, bring a new product to market, and build a liquid-fueled rocket.

INDIVIDUAL HONOREE: Beatriz Acevedo

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Award winning media executive, entrepreneur and social impact advocate **Beatriz Acevedo** will be honored at the **2018 Eddy Awards** as the 2018 Individual Honoree. Beatriz is a three-time Emmy Award winning producer and digital media pioneer with more than 20 years of experience creating content for major TV networks in the U.S and abroad in multiple languages. Beatriz has dedicated her life's work to creating opportunities for diverse youth in an effort to empower their voices, and to influence culturally relevant depictions of Latinos in media.

As the former President and Co-Founder of mitú, Beatriz has hac the privilege of leading the next generation of Latino storytellers and creators via her mentorship and accelerator program, which Beatriz described in *Entrepreneur* as a breeding ground for discovering "the next generation of [creatives] from animators to writers to directors." She defined the mitú brand as ore that "stands for a community that opens doors and provides opportunity."

Beatriz has dedicated her life's work to creating opportunities for diverse youth in an effort to empower their voices and influence culturally relevant depictions of Latinos in media. In *Medium*, Beatriz explained her goal of diversifying media "to help connect the broken bridge between content

- Boeing
- Cal Poly Pomona Foundation
- Cal State LA
- California State University – Long Beach
- Charter Communications
- Dentons
- East West Bank
- FivePoint
- Jetstream Ground Services
- LA County Board of Supervisors Kathryn Barger
- LA County Board of Supervisors Janice Hahn
- LA County Board of Supervisors Sheila Kuehl
- LA County Board of Supervisors Mark Ridley-Thomas
- LA County Board of Supervisors Hilda Solis
- Los Angeles Rams
- Los Angeles World Airports
- NBCUniversal
- Port of Long Beach
- Port of Los Angeles
- The Metropolitan Water District of Southern California
- SoCal Gas
- Turner Construction

buyers and creators ... to build a digital media brand for this generation of U.S.-born, English-dominant Latinos."

FINALISTS for the Most Business-Friendly City Award :

LAEDC annually presents California's only "business-friendly city" award, highlighting programs and services that foster job-creation. The cities of **Inglewood, Rosemead, and Whittier** are finalists for the population 50,000 and over category, and the cities of **Azusa, Duarte, Monrovia, San Gabriel, and Santa Fe Springs** are finalists in the population under 50,000 category. One winner from each category will be announced live at the **23rd Annual Eddy Awards** on Thursday, November 8th, at the Intercontinental Hotel in Downtown LA.

View a recap of the 2017 Eddy Awards here.

[View photos from the 2017 Eddy Awards.](#)

[Read about the Winners of 2017 Most Business Friendly City \(City of Downey and City of Arcadia\)](#)

Scroll down for a complete listing of past honorees and winners of Most Business Friendly City

Union Bank
University of Southern
California
Valley Presbyterian Hospital
Watson Land Company
Western States Petroleum
Association

Please contact Rick Moelis, Director, Event Programs for LAEDC 2018 Eddy Sponsorship Packet or to ask questions, via email at Rick.Moelis@laedc.org.



The LAEDC is procuring items for our Eddy Awards Silent Auction. Please consider contributing items for our auction, particularly wine, technology, entertainment/sports tickets, hotel stays, vacation packages and unique experiences.

Contact Maneesha Horshin via email with contributions.

Past Honorees

2017

[\(read more\)](#)

Mark Suster, Venture Capitalist
Cedars-Sinai
Cal State LA

2016

[\(read more\)](#)

Brian Lee, Co-Founder of The Honest Company
AECOM
California State University – Long Beach

2015

[\(read more\)](#)

Evan Spiegel, CEO and Co-founder, Snapchat
CBRE
Cal State University – Northridge

2014

[\(read more\)](#)

Tony Pritzker, Managing Partner of Pritzker Group in Los Angeles and Chicago.

[Tribute video >>](#)

Honda Motor Company

[Tribute video »](#)

UCLA

[Tribute video »](#)

2013

Yang Ho Cho – Chairman and Chief Executive Officer, Korean Air

[\(read more\)](#)

[Tribute video »](#)

SpaceX [\(read more\)](#)

[Tribute video »](#)

University of Southern California [\(read more\)](#)

[Tribute video »](#)

2012

Earvin “Magic” Johnson

NBC Universal [Tribute video »](#)

Caltech [Tribute video »](#)

2011

Los Angeles World Airports – Accepted by Gina Marie Lindsey, Executive Director. [Tribute video »](#)

Dominic Ng, Chairman & CEO of East West Bank. [Tribute video »](#)

2010

Kaiser Permanente – Accepted by George A. Di Salvo, Senior Vice

President and CFO, Southern California Region. [Tribute video »](#)

Do Won Chang, CEO of Forever 21. [Tribute video »](#)

2009

The Boeing Company – Accepted by Rick Stephens, Senior Vice President, Human Resources and Administration. [Tribute video »](#)

Dr. Patrick Soon-Shiong, Executive Chairman of Abraxis BioScience and CEO of Abraxis Health. [Tribute video »](#)

2008

The Walt Disney Company – Accepted by Anne Sweeney, Co-Chairman, Disney Media Networks and President, Disney•ABC Television Group.

Rick Caruso, Caruso Affiliated, President & CEO. [Tribute video »](#)

2007

Northrop Grumman – Accepted by Dr. Ron Sugar, CEO.
Jack Kyser, Founding Economist, The Kyser Center for Economic Research, LAEDC. [Tribute video »](#)

2006

City National Bank – Accepted by Russell Goldsmith, CEO.

Toyota Motor Sales – Accepted by Irv Miller, Group Vice President Corporate Communications.

2005

Janice Bryant Howroyd, CEO & Founder, ACT•1.

Alberto Alvarado, Los Angeles District Director, US Small Business Administration.

Richard Ziman, Chairman and CEO, Arden Realty.

2004

Liam McGee, President-Consumer Banking, Bank of America.

Monica Lozano, Publisher, La Opinion.

2003

George Deukmejian, 35th Governor of California.

William T. Huston, Watson Land Company.

George Nicholaw, KNX 1070 News Radio.

2002

Eli Broad, Founder, The Broad Foundation.

Timothy Leiweke, President & CEO, Anschutz Entertainment Group.

Cardinal Roger Mahoney, Archbishop, Archdiocese of Los Angeles.

James Thomas, CEO, Thomas Properties Group.

Andrea Van de Kamp, Chairman and CEO, Music Center of LA County.

Stephan Smith, Partner, Los Angeles Center Studios.

Tonian Hohberg, President and Founder, Fashion Institute of Design & Merchandising (FIDM).

2001

Michael Antonovich, Los Angeles County Supervisor, 5th District.

Dr. David Baltimore, President, Caltech.

2000

Richard J. Riordan, Mayor, City of Los Angeles.

Dr. Steven B. Sample, President, University of Southern California.

1999

George L. Graziadio, Chairman & Co-Founder, Imperial Bank.

Beverly O'Neill, Mayor, City of Long Beach.

1998

Edward P. Roski, President & CEO, Majestic Realty Company.

1997

John Bryson, Chairman & CEO, Southern California Edison.

1996

Thomas Decker, Executive Vice President, Bank of America.

Past Winners of Most Business Friendly City in LA County Award

Please note that winners may not be renominated for the award for five years, and these cities continue to set extraordinarily high standards in years after the award without award recognition.

[Read More Here About the Nomination Process for Cities](#)

Alhambra – 2010 Winner LAEDC Most Business-Friendly City

Arcadia – 2017 Winner LAEDC Most Business-Friendly City

Cerritos – 2010 Winner LAEDC Most Business-Friendly City

Duarte – 2012 Winner LAEDC Most Business-Friendly City

Downey – 2017 Winner LAEDC Most Business-Friendly City

El Segundo – 2015, 2006 Winner LAEDC Most-Business Friendly City

Glendale – 2014 Winner, LAEDC Most Business-Friendly City

Glendora – 2014 Winner, LAEDC Most Business-Friendly City

La Mirada – 2013 Winner LAEDC Most Business-Friendly City

Lancaster – 2013, 2007 Winner LAEDC Most Business-Friendly City

Long Beach – 2009 Winner LAEDC Most Business-Friendly City

Monrovia – 2011 Winner LAEDC Most Business-Friendly City winner

Palmdale – 2015 Winner LAEDC Most Business-Friendly City winner

Pico Rivera – 2016 Winner LAEDC Most Business-Friendly City winner

Santa Clarita – 2016, 2008 Winner LAEDC Most Business-Friendly City Winner

Santa Fe Springs – 2009 Winner LAEDC Most Business-Friendly City

Vernon – 2008 Winner LAEDC Most Business-Friendly City

Whittier – 2012 Winner LAEDC Most Business-Friendly City

ABOUT LAEDC

Los Angeles County Economic Development Corporation (LAEDC) was founded in 1981 as a nonprofit, public-benefit organization to harness the power of private sector in collaboration with L.A. County, to guide economic development and create more widely shared prosperity. LAEDC collaborates with all stakeholders in the region including education, business, and government.

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FILE NO. Notice-Public Hearing - City of Hope

PROOF OF PUBLICATION (2015.5 C.C.P.)

STATE OF CALIFORNIA County of Los Angeles

I am a citizen of the United States, and a resident of the county aforesaid. I am over the age of eighteen years and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of PASADENA STAR-NEWS, a newspaper of general circulation for the City of Pasadena, by the Superior Court of the County of Los Angeles, State of California, on the date of June 22, 1927, Case Number 225647. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

09/27/2018

I declare under the penalty of perjury that the foregoing is true and correct.

Executed at Monrovia, LA Co. California
On this 27th day of September, 2018.

Signature

(Space below for use of County Clerk Only)

Legal No. 0011179351

CITY OF DUARTE
CITY COUNCIL

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Duarte will conduct a public hearing on **Tuesday, October 9, 2018 at 7:00 p.m.** in the City Hall Council Chambers, 1600 Huntington Drive, Duarte, California, to consider approval of: Zone Change 15-1, the City of Hope Specific Plan (COHSP), and a Development Agreement between the City of Duarte and the City of Hope (DA 18-1).

Entitlements Being Considered

The City Council will be considering the approval of the following entitlements necessary to permit the development of properties with the Plan Area:

- Zone Change 15-1 (re-hearing): altering the City's zoning map and zoning within the Plan Area from Hospital (H); Two-Family Residential-Medium Density (R-2); and Multiple-Family Residential-High Density (R-4) to City of Hope Specific Plan (SP);
- City of Hope Specific Plan (re-hearing): adopting development standards, design guidelines, mobility provisions, infrastructure & services plans, administrative and implementation language, amongst other topics; and
- Development Agreement 18-1: A development agreement between the City of Duarte and the City of Hope that provides the project applicant vested entitlements, where the applicant will not be subject to later-enacted zoning or development exactions, in exchange for certain concessions made to the City. It provides commitment by the applicant, to the City, payment of certain transient occupancy taxes, provision of certain traffic signal improvements, and other related funding.

About the City of Hope Campus Plan

The City of Hope Campus plan encompasses a 116-acre project site, which includes its existing campus, primarily located in the City of Duarte (approximately 89.5 acres), and the remainder in the City of Irwindale (approximately 26.5 acres). The project site is generally bounded by Duarte Road to the north; Cinco Robles Drive, the Duarte Flood Control Channel, and Buena Vista Street to the west; and the Santa Fe Flood Control Basin to the east and south. The specific plan includes additions to the existing outpatient (clinic), inpatient (hospital), research, office, industrial, warehouse, and hospitality uses. New parking structures and surface lots are also proposed, as well as internal roadways and open space improvements. These changes and improvements throughout the City of Hope campus would be implemented primarily through the proposed Specific Plan, which would govern future development of the campus, supporting its efforts to expand its research and treatment capabilities, while accommodating the needs of patients and their families, faculty, staff, and the community. The maximum development capacity allowed by the Specific Plan consists of approximately 1,426,000 square feet of new development (approximately 1,038,500 net new square feet following the proposed demolition of approximately 387,500 square feet of existing structures), which would result in up to approximately 2,639,350 gross square feet of development on the City of Hope campus.

Background, Environmental and Public Review Process

The Specific Plan's Draft Environmental Impact Report (DEIR) was available for public review and comment from November 15, 2017 and concluded on January 4, 2018. Additional opportunities to comment on the proposed project have been provided since the inception of the project and at regular intervals throughout the review process. Invitations were sent to Cinco Robles neighborhood property owners for two meetings held in October and November 2013. The project's scoping meeting was held on October 19, 2015 to gather comments on the proposed project and address areas to be analyzed as part of the environmental (CEQA) process. A community meeting on the Campus Plan and DEIR was held on December 6, 2017, which coincided with the release of the Notice of Availability (NOA). The Planning Commission considered the Campus Plan and related entitlements and received public comment at a public hearing on January 16, 2018. At this meeting, the Planning Commission unanimously recommended that the Duarte City Council approved General Plan 15-1, Zone Change 15-1, adoption of the City of Hope Specific Plan and certification of the EIR for the project.

On March 13, 2018, the Duarte City Council held a public hearing that certified the Final Environmental Impact Report (FEIR) and approved General Plan Amendment 15-1, which modified the Land Use Element and Land Use Diagram of the Duarte General Plan from Hospital (H), Research and Development (R&D), Medium-Density Residential (MDR) and High-Density Residential (HDR) to City of Hope Specific Plan (SP). The City Council, at this same public hearing, introduced two ordinances for approval: Zone Change 15-1 and the City of Hope Specific Plan. The second reading for the ordinances was deferred until the City of Irwindale acted on the project. The City of Irwindale City Council approved the project in May 2018, but made some changes to the plan,

specifically related to how the permitting process works for structures bisected by city boundaries. Since the changes were non-substantive, re-review by the Duarte Planning Commission was not required.

For the past several months, Staff has been working with the City of Hope on a Development Agreement that will guide the specific plan implementation process. On September 17, 2018, the Planning Commission held a public hearing to consider the recommendation of the Development Agreement to the City Council. The Planning Commission voted unanimously to recommend City Council approval of the Development Agreement.

A Final EIR (FEIR) was certified for this project (General Plan Amendment 15-1, Zone Change 15-1, and the City of Hope Specific Plan) by the Duarte City Council on March 13, 2018. That FEIR contemplated the possibility of the Development Agreement as part of its Project Description, and since the time of FEIR certification there have been no substantial changes proposed in the project which will require major revisions of the EIR, no substantial changes have occurred with respect to the circumstances under which the project is being undertaken which will require major revisions in the FEIR, and no new information, not known and which could not have been known at the time the FEIR was certified as complete, has become available. Consistent with CEQA Regulations section 15162, the City Council will therefore be asked to make a finding that the FEIR previously certified serves as adequate environmental review for the Development Agreement.

Any interested party may appear in person or by agent and be heard. If you challenge this matter in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this Notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing. Written correspondence can be sent to Duarte City Hall, Attention: Jason Golding, 1600 Huntington Drive, Duarte, CA 91010. Additionally, public comments can be submitted, either verbally or in writing, at the City Council hearing on October 9, 2018, at 7:00 p.m. in the City Council Chambers, 1600 Huntington Drive, Duarte CA 91010.

Copies of the proposed Development Agreement may be viewed by contacting the City Clerk at 626-357-7931, or at the City's Community Development Department during normal business hours at City Hall, 1600 Huntington Drive, Duarte, 91010. A copy is also available on the City's website at www.accessduarte.com.

Additional information on the proposed Plan, maps and downloadable versions of the City of Hope Specific Plan and FEIR are available on the City's website or by accessing:
http://www.accessduarte.com/dept/cd/plans/city_of_hope_specific_plan.htm

For further information regarding this application, please contact Mr. Jason Golding, Planning Division Manager, Monday through Thursday between the hours of 7:30 a.m. and 6:00 p.m. at (626) 357-7931, goldingj@accessduarte.com or by visiting City Hall, Community Development Department, 1600 Huntington Drive, Duarte, CA, 91010.

Marla Akana, City Clerk

POST: September 27, 2018 - Duarte City Hall, Duarte Library,
Duarte Office of Public Safety

PUBLISH: Pasadena Star News, September 27, 2018 Ad#1179351

MEMORANDUM



TO: Honorable Mayor and City Council

FROM: Jason Golding, Planning Manager

DATE: October 9, 2018

SUBJECT: Zone Change 15-1 and City of Hope Specific Plan (Campus Plan)
Zone change to the City's zoning map and zoning from Hospital (H); Two-Family Residential-Medium Density (R-2); and Multiple-Family Residential-High Density (R-4) to City of Hope Specific Plan (SP); and adoption the City of Hope Specific Plan; a for the approximately 116-acre City of Hope Campus (1500 Duarte Road)

Background

On March 13th of this year, the Duarte City Council held a public hearing to consider the City of Hope Campus Plan, which included the following entitlements:

- General Plan Amendment 15-1 proposed to alter the land use designations within the City's General Plan from Hospital (H), Medium Density Residential (MDR), High Density Residential (HDR), and Research & Development (R&D) {see COHSP, Fig. 4, p. 13} to City of Hope Specific Plan. A change to the designation on the official general plan diagram is also included.
- Zone Change 15-1 would change the existing zoning designations and the City's Zoning Map from Hospital (H), Two-Family Residential (R-2), and Multiple-Family Residential-High Density (R-4) {see COHSP, Fig. 4, p. 14} to City of Hope Specific Plan.
- City of Hope Specific Plan (COHSP) constitutes the regulatory and policy document that guides and governs the growth of the City of Hope Campus over the next 20+ years.
- Final Environmental Impact Report (FEIR) including: response to comments received during the 45-day review period, Findings of Fact and proposed Mitigation Monitoring Program. The environmental analysis determined that the proposed project, with implementation of mitigation measures, would result in significant environmental impacts in the areas of greenhouse gas emissions, noise, and transportation and traffic. Due to this determination, it requires the City Council approve a Statement of Overriding Considerations.

At that meeting, the Council approved 1) Resolution 18-R-02 - Final EIR, Findings of Fact, Statement of Overriding Consideration, and Mitigation Monitoring and Reporting Program; and 2) Resolution 18-R-03 - General Plan Amendment 15-1; and introduced 3) Ordinance 18-O-02 - Zone Change 15-2; and 4) Ordinance 18-O-03 - City of Hope Specific Plan, for first reading. A

second reading was delayed until the City of Irwindale had an opportunity to hold public hearings for the portion of campus within their jurisdiction.

During preparation of holding public hearings on the Campus Plan, the City of Irwindale identified modifications to the City of Hope Specific Plan, related to: updates to the Irwindale approval process, differences in project processing between the Cities of Irwindale and Duarte, and a section related to improvements with Caltrans within their boundaries. The Irwindale City Council held a public hearing to approve the Specific Plan by resolution and ordinance on May 9, 2018.

For the past several months, Duarte Staff has been working with the City of Hope on a Development Agreement that will guide the specific plan implementation process. On September 17, 2018, the Planning Commission held a public hearing to consider the recommendation of the Development Agreement to the City Council. The Planning Commission voted unanimously to recommend City Council approval of the Development Agreement. The Development Agreement is associated, but is being considered separately from the request to approve Zone Change 15-1 and COHSP.

Discussion

The draft October 2018 City of Hope Specific Plan document (Exhibit A.1) provided to the Council and available for public review includes the revisions summarized in Exhibit B.1, which includes modifications approved by the City of Irwindale, updates to past approvals and hearing dates, and alterations to Table 11 – Development Project Review Authority; and the errata (Exhibit C.1), which was provided to the Duarte City Council in March and have since been incorporated into the final document. Other than the changes discussed above, the COHSP remains the same as presented to and approved by the Duarte City Council on March 13, 2018. A Final City of Hope Specific would be produced after the adoption of the Ordinances and a second reading.

Since the City Council has already approved General Plan Amendment 15-1, no additional consideration needs to be provided for that entitlement. Concerning the Final EIR, the changes to the Specific Plan are informative and procedural in nature and do not result in new information or environmental impacts that would require changes to the FEIR certified in March. Zone Change 15-1 is also unchanged since the last Duarte Council hearing. As this is a new public hearing on Zone Change 15-1 and the COHSP, Staff has provided the original March 13, 2018 staff report and associated attachments for your reference.

Community involvement and clear communication has been essential during the processing of the City of Hope Campus Plan. For all public hearings, including tonight's, public notices were mailed to all property owners within 600' of the City of Hope boundaries, posted at three public facilities, and published in the Star News, as stipulated by the Duarte Development Code. The City's website has also been used during the public hearing process to provide information on the City of Hope Campus Plan, offer downloadable files of project documents, and to inform interested parties of opportunities to participate in the public hearing process.

Recommendation

The City of Hope Specific Plan is a positive change for the City of Hope and the City of Duarte. It provides the framework for coordinated and comprehensive expansion and will allow the City of Hope to continue to expand and grow, meeting the needs of their patients and faculty, over the next 20 plus years. It provides the City of Hope the mechanisms to meet its core mission and development goals, while promoting compatible design that is sustainable, attractive and connective to both the Campus and surrounding community. This is an important plan that provides City of Hope certainty to invest and grow within boundaries, consistency in process and procedures, and safeguards for surrounding residential neighborhoods.

Staff recommends the City Council review and comment on the proposed project, gather public testimony and introduce the following ordinances for first reading:

- Ordinance 18-O-02 - Zone Change 15-2; and
- Ordinance 18-O-03 - City of Hope Specific Plan.

Exhibits:

- A.1 October 2018 Draft Specific Plan – Due to file size provided via thumbdrive to Council.
 - B.1 Placeworks Memo, dated 9/25/2018 – City of Hope Campus Specific Plan Document Revisions and Environmental Finding
 - C.1 COHSP Errata sheet dated 2/8/2018
 - D.1 Ordinance 18-O-02, Zone Change 15-1; and
 - E.1 Ordinance 18-O-03, City of Hope Specific Plan
- The March 13, 2018 Staff Report, Draft EIR, Final EIR and associated attachments have been provided electronically to the Duarte City Council and have been available to the public throughout the public hearing process at the Community Development Department and on the City's webpage at http://www.accessduarte.com/dept/cd/plans/city_of_hope_specific_plan.htm

PLEASE NOTE:

This 132-page document is available on the City of Duarte's website, at the Public Table during the City Council Meeting on 10/9/18, and in the City Clerk's Office.

To access the document from the City's website (www.accessduarte.com), click on the AGENDAS/VIEW MEETINGS icon at the bottom of the homepage, then click on CITY COUNCIL MEETING – OCTOBER 9, 2018 – AGENDA. Once the file opens, scroll down to the Public Hearing Agenda Item, and you may view the entire staff report and all the exhibits

CITY OF HOPE SPECIFIC PLAN

PUBLIC HEARING DRAFT OCTOBER 2018



MEMORANDUM

DATE September 25, 2018

TO City of Duarte

ADDRESS 1600 Huntington Drive, Duarte, CA 91010

CONTACT Jason Golding, City of Duarte Planning Manager

FROM Nick Pergakes, AICP, Senior Associate
Nicole Morse, Esq., Associate Principal

SUBJECT City of Hope Campus Specific Plan Document Revisions and Environmental Finding

PROJECT NUMBER CODU-01

The City of Hope Campus Specific Plan has been revised since the first reading of the public hearing draft document at the Duarte City Council meeting held on March 13, 2018. Below are the revisions that have been inserted into the specific plan.

1. Section 1.6.1 Community Meetings

The following revisions were made to Section 1.6.1.

- a. City of Duarte Community Meeting #2
The Preliminary Draft Specific Plan was presented at Community Meeting #2 ~~in December of 2017~~ on December 6, 2017. Notices for the second community meeting were sent out to residents and stakeholders within a 600-foot radius of the Specific Plan Area to give their input on the Draft City of Hope Specific Plan. A brief presentation was given by the consultant team, followed by a forum to seek feedback and comments on the draft Specific Plan vision, goals, and plan recommendations.

2. Section 1.6.2 Community Input Process for Environmental Impact Report

The following revisions were made to Section 1.6.2.

- a. Duarte Planning Commission Meeting
*Following the draft EIR public comment meeting, a final EIR was prepared that included responses to all comments received during the public review period. The Specific Plan, **General Plan Amendment, Zone Change**, and EIR ~~was were~~ presented at a City of Duarte Planning Commission meeting on January 16, 2018.*
- b. Duarte City Council Meeting
*Following the City of Duarte Planning Commission meeting ~~on the final Specific Plan and EIR~~, the City Council held a public hearing to approve the final Specific Plan, **General Plan Amendment, and Zone Change** and certify the EIR document on ~~January 16, 2018~~ **March 13, 2018**. At this meeting, General Plan Amendment 15-1 was*

approved and the FEIR was certified. Based upon additional changes requested by City of Hope and the City of Irwindale, the Duarte City Council will hold additional public hearings to approve modifications to the final Specific Plan and reintroduce Zone Change 15-1 in Fall 2018.

Note: The date of the Duarte City Council's adoption of the Specific Plan and Zone Change will be included in the final version of the City of Hope Specific Plan.

The following section (items 3-6) includes revisions that were requested by the City of Irwindale to be included in the Specific Plan document. The City of Irwindale requires a General Plan Amendment, Zone Ordinance Amendment, and Zone Change by resolution. Additional language regarding fair-share contributions for state-facility transportation improvements was included in the document under Section 4.3.3, Caltrans Improvements.

3. Section 1.6.3 City of Irwindale Approval Process

The following revisions were made to Section 1.6.3.

~~Once the City of Duarte certifies the EIR and introduces the entitlement ordinances, the City of Irwindale Planning Commission will review and consider the approval of the Specific Plan to the City Council.~~ The Specific Plan ~~will~~ requires a General Plan Amendment, Zone Ordinance Amendment, and Zone Change by resolution by the City of Irwindale. The City of Irwindale Planning Commission reviewed and motioned the approval of the Specific Plan to the City Council on April 18, 2018. The City Council ~~will hold~~ held a public hearing to approve the Specific Plan by resolution and ordinance, on May 9, 2018.

4. Section 4.3.3 Caltrans Improvements

A new section discussing Caltrans improvements was added to the specific plan at the request of the City of Irwindale.

The California Department of Transportation (Caltrans) has been working with the City of Irwindale over several years to study and complete various regional transportation improvements. To assist Caltrans and the City of Irwindale, City of Hope has agreed to, and shall, make a fair-share contribution toward those improvements as set forth below to help achieve the goals of both agencies. Accordingly, prior to the issuance of the first certificate of occupancy for a building on any portion of the Specific Plan area within the City of Irwindale's boundaries, City of Hope shall deposit a total amount of \$675,000 into a traffic improvement fund, to be established by the City of Irwindale and to be used on any state facility improvements, which shall include, but is not limited to, the specified improvements that shall be implemented by the City:

- **A fair-share contribution for improvements at the I-605 Southbound off-ramp/Arrow Highway intersection. Improvements may include, but are not limited**

to, construction of an additional southbound left-turn lane for the Southbound I-605 off-ramp, modifications to the traffic signal, and restriping.

- A fair-share contribution to the I-605/I-210 Feasibility Study to evaluate and analyze regional traffic on Caltrans highway facilities.
- Cost of installation of a new traffic signal at the I-605 Northbound off-ramp/Live Oak Avenue intersection as described in Mitigation Measure TRAF-1 in the Certified Final EIR, which the City of Irwindale shall cause to be installed within two years of the date City of Hope deposits \$675,000 into the traffic improvement fund.

City of Hope shall otherwise comply with all traffic mitigation measures as set forth in the adopted Mitigation Monitoring Plan.

5. Section 7.2.3 Jurisdictional Authority

- a. The following revisions were made to the 7.2.3 Jurisdictional Authority section regarding the development plan and design review process for submittals that are within the City of Duarte, the City of Irwindale, and instances when new buildings are located within the boundaries of both cities. The revisions below replace, in its entirety, the current draft language within this Section.

Duarte

New development in the Specific Plan Area that is wholly within the boundaries of the City of Duarte is subject to the permitting review of the City of Duarte alone, pursuant to the implementation provisions later in this Section. This authority includes without limitation authority to review and issue approvals under this Specific Plan, and to review and issue building, grading and other ministerial permits and collect associated fees.

Irwindale

New development in the Specific Plan Area that is wholly within the boundaries of the City of Irwindale is subject to the permitting review of the City of Irwindale alone, pursuant to the implementation provisions described in later in this Section. This authority includes without limitation authority to review and issue approvals under this Specific Plan, and to review and issue building, grading and other ministerial permits and collect associated fees.

Joint Review

If new development or infrastructure improvements are proposed that would be located in both cities, such development or infrastructure improvements shall be considered as follows:

Parking Structures. For a parking structure in which over 50 percent (%) of the structure will be constructed within the City of Irwindale (in either square footage or linear footage), the City of Duarte shall have sole authority to conduct Development Plan and Design Review for such parking structure under Section 7.3 of this Specific Plan, including any requests for interpretations or minor modifications related to the design of the parking structure that may accompany such structure pursuant to Section 7.2.9 of this Specific Plan, and the City of Irwindale shall solely have an advisory role in the City of Duarte's Development Plan and Design Review process. However, the City of Irwindale shall have the sole authority to review and issue building, grading, and other ministerial permits for such parking structure, including without limitation the sole authority to conduct any plan check, permit issuance and inspections for such structure and to collect associated ministerial permitting fees, and the City of Duarte waives its ministerial review and permitting authority for such parking structure under the building code and other similarly applicable codes governing construction. The City of Duarte further waives collection of all associated ministerial permitting fees. The City of Irwindale shall ensure that implementation of applicable building code and other ministerial permitting development standards will be in substantial conformance with the Design Review approved by the City of Duarte.

All Other Structures. Except as provided in the previous paragraph, the city in which over 50 percent (%) of the proposed development or infrastructure improvements will occur (in either square footage or linear footage) (i) shall be the first to take any Development Plan and Design Review action, followed by the other city; (ii) shall be the city with the sole authority to consider and approve any requests for interpretations or minor modifications that may accompany the proposed development or infrastructure improvements pursuant to Section 7.2.9 of this Specific Plan; and (iii) shall be the city with the sole authority to review and issue building, grading and other ministerial permits for the entire proposed development or infrastructure improvements, including without limitation the sole authority to conduct plan check, permit issuance and inspections for such development or improvements and to collect associated ministerial permitting fees. If over 50 percent of the proposed development or improvements occur in the City of Duarte, the City of Irwindale waives its ministerial review and permitting authority for such development or improvements under the building code and other similarly applicable codes governing construction. If over 50 percent of the proposed development or improvements occur in the City of Irwindale, the City of Duarte waives its ministerial review and permitting authority for such development or improvements under the building code and other similarly applicable codes governing construction. In furtherance of implementing joint review by both cities, City of Duarte, City of Irwindale, and City of Hope representatives shall meet prior to either city taking action under the Development Plan and Design Review process

outlined in Section 7.3 of this Specific Plan to ensure that the cities have a consistent approach to the design review process.

6. Section 7.3.3 Development Review Authority

- a. The following revisions were requested by the City of Irwindale, since Irwindale has a different project approval review process than the City of Duarte. These revisions occur in Table 11, Development Project Authority.

- All new structures that are within the city limits of Irwindale, except accessory structures and signs, will go to the Irwindale Planning Commission for a decision and to the City Council for appeals.
- All additions or modifications of structures within the city limits of Irwindale over 5,000 sq. ft. will go to the Irwindale Planning Commission for a decision and to the City Council for appeals.
- Comprehensive sign programs within the city limits of Irwindale will go to the Irwindale Planning Commission for a decision and to the City Council for appeals. The City of Irwindale has a different review process than the City of Duarte.

- b. The following revisions were made to the 7.3.3 Development Review Authority section regarding ARB review and Planning Commission review.

3. ARB review. Development Projects located in the City of Duarte that are listed as ARB review decision in Table 11 shall be subject to the review and approval of the City of ARB Duarte's Architectural Review Board **(ARB)**. ~~Development Projects located in the City of Irwindale that are listed as ARB review in Table 11 shall be subject to the review and approval of the City of Irwindale's Director.~~ The ARB shall also act as the review authority for appeals of Director review decisions in the City of Duarte, where applicable. For appeals in the City of Irwindale where the ARB is listed as the appellate body, the ARB appeal shall not be applicable and the appeal shall be heard by the Planning Commission.

4. Planning Commission review. When accompanied by other quasi-judicial action items, Planning Commission review shall be subject to the review and approval of the Planning Commission after consideration at a scheduled Commission meeting. The Planning Commission shall also act as the review authority for appeals of ARB decisions in the City of Duarte, or Director decisions in the City of Irwindale, where applicable.

7. Environmental Finding

On March 13, 2018, the City of Duarte City Council certified the City of Hope Campus Plan Final EIR (certified EIR; State Clearinghouse No. 2005101047). The certified EIR was prepared in conformance with CEQA (PRC Sections 21000 et seq.) and the CEQA Guidelines (14 CCR



Sections 15000 et seq.). The changes to the Specific Plan are informative and procedural in nature and do not result in new information or new environmental impacts that would require changes to the certified EIR.

TABLE 11. DEVELOPMENT PROJECT REVIEW AUTHORITY TABLE

LEVEL OF REVIEW	STAFF	DIRECTOR	ARB	PC	CC
CONSTRUCTION ACTIVITIES					
New Construction (including Accessory Structures)					
All new structures, except accessory structures and signs (in Duarte)			Decision	Appeal	Appeal
All new structures, except accessory structures and signs (in Irwindale)				Decision	Appeal
Accessory structures		Decision	Appeal	Appeal	Appeal
Additions and Modifications					
Additions <1,000 sq. ft	Decision	Appeal	Appeal	Appeal	Appeal
Additions <1,000 - 5,000 sq. ft		Decision	Appeal	Appeal	Appeal
Additions > 5,000 sq. ft. (in Duarte)			Decision	Appeal	Appeal
Additions > 5,000 sq. ft. (in Irwindale)				Decision	Appeal
Placement of rooftop mechanical units and/or architectural screening	Decision	Appeal	Appeal	Appeal	Appeal
Facade or exterior improvements (inclusive of color changes)		Decision	Appeal	Appeal	Appeal
Fences and walls (all)	Decision	Appeal	Appeal	Appeal	Appeal
Roof and pitch changes	Decision	Appeal	Appeal	Appeal	Appeal
Signs and Sign Programs					
Comprehensive Sign Programs (in Duarte)			Decision	Appeal	Appeal
Comprehensive Sign Programs (in Irwindale)				Decision	Appeal
Monument and high-rise building signs		Decision	Appeal	Appeal	Appeal

Notes: "Decision" means that the review authority makes the final decision on the matter; "Appeal" means that the review authority may consider and decide upon appeals to the decision of an earlier decision-making body, in compliance with this Specific Plan.

and processing requirements. Conditional Use Permits shall be approved, conditionally approved, or denied by the Commission, subject to making a series of findings per Chapter 17.80.040 of the Irwindale Municipal Code.

Development Plan and Design Review

All Development Projects, as that term is defined in this Specific Plan, shall be subject to Development Plan and Design Review. The City with Design Review authority over a Development Project shall be determined by the Jurisdictional Authority provisions in Section 7.1 of this Specific Plan. The Development Plan and Design Review provisions in this Specific Plan shall supersede Chapter 19.122 of

the Duarte Development Code and Chapter 17.70 of the Irwindale Municipal Code.

Purpose and Intent

PURPOSE. The purpose of this section is to provide a process for the appropriate review of Development Projects by each City's applicable review authority specified in Table 11 (Development Project Review Approval Process), below.

INTENT. The intent of this section is to ensure that an approved Development Project.

1. Promotes the orderly development of the City in compliance with the goals, objectives, and

Updated Specific Plan Sections	Page(s)	Description of Updates
Inside Cover	Inside Cover	Add Logo
1.2.1 Specific Plan Authority	2	Text Edits: or changed to of, Plan was changed to Plan will be adopted
1.3.1 Specific Plan Area Location	4	Text Edits: The changed to the, remove (%), of changed to from
1.3.2 Surrounding Uses	7	Text Edits: two -story changed to two-story
1.4.2 Pre-Existing Irwindale General Plan & Zoning	12	Bold Commercial (C)
1.6.1 Community Meetings	16	Text Edit: COD Community Meeting #1. "In (rather than On) October of 2013..."
1.6.1 Community Meetings	17	Text Edit: COD Community Meeting #2. First sentence, instead of TBA, its should be "in November 2013."
1.6.1 Community Meetings	17	Add Text: Draft EIR Public Comment Meeting. Add meeting date of Dec. 6, 2017.
1.6.2 Community Input Process For Environmental Impact Report	17	Add Text: Duarte PC Meeting. Add Jan 16, 2018.
1.6.2 Community Input Process For Environmental Impact Report	17	Add Text: Duarte CC Meeting. Add at last sentence "...and certify the EIR document..."
1.6.2 Community Input Process For Environmental Impact Report	17	Add Text: January 16, 2018
1.6.3 City of Irwindale Approval Process	17	Add Text: City of Irwindale Process. Add as 1st sentence. "Once the City of Duarte certifies the EIR and introduces the entitlement ordinances, the City of Irwindale Planning..." AND Delete "After the second reading, the Specific Plan will go into effect."
3.2 Campus Land Use Plan	24	Text Edits: one changed to two, district changed to districts
3.2.1 Land Use Districts	25	Text Edits: Transitio changed to Transitional
3.2.2 Illustrative Development Scenerio	26	Text Deletion: Procedures for modifying square footage between Phases, land uses, and land use districts are located in Section 7.2 of this Specific Plan.
Table 2: Permitted Uses	28	Text Insertion: district located in- district it is located in
4.3 Circulation Access	42	Adjust spacing between and and are
Figure 15: Proposed Vehicular Circulation and Access System	43	Text Edit: Cinco Robles Rd. changed to Cinco Robles Dr.
Figure 18: Transit, Bicycle, and Pedestrian Network	48	Text Edit: Cinco Robles Rd. changed to Cinco Robles Dr.
Figure 19: Proposed Parking System	52	Text Edit: Cinco Robles Rd. changed to Cinco Robles Dr.
Figure 28: Water System	84	Text Edit: Cinco Robles Rd. changed to Cinco Robles Dr.
Figure 29: Sanitary Sewer System	86	Text Edit: Cinco Robles Rd. changed to Cinco Robles Dr.
Figure 30: Drainage System	90	Text Edit: Cinco Robles Rd. changed to Cinco Robles Dr.
Figure 31: Stormwater Mitigation	92	Text Edit: Cinco Robles Rd. changed to Cinco Robles Dr.
Figure 32: Campus Electrial Lines	94	Text Edit: Cinco Robles Rd. changed to Cinco Robles Dr.
7.2.1 Purpose & Overview	97	Adjust paragraph spacing
Table 12. Implementation Action Plan	121	Text Edit: Sewage row, 2nd column. Change stormwater to sewage.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, AMENDING THE CITY OF DUARTE ZONING MAP TO CHANGE THE ZONING OF THIRTY PARCELS OF LAND FROM “HOSPITAL (H),” “TWO-FAMILY RESIDENTIAL (R-2),” AND “MULTIPLE-FAMILY RESIDENTIAL-HIGH DENSITY (R-4)” TO “CITY OF HOPE SPECIFIC PLAN” (ZONE CHANGE 15-1)

WHEREAS, the City of Hope has proposed a City of Hope Specific Plan (“COHSP”), which provides, *inter alia*, for the planned use and long-term development of the City of Hope Campus for next 20+ years; and

WHEREAS, in connection with its COHSP proposal, and in accordance with Chapter 19.142.020 of the Duarte Development Code, the City of Hope has also proposed a Zone Change to amend the City of Duarte Zoning Map as set forth in Exhibit “B” (attached hereto and made a part of this Ordinance), which changes the zoning for the parcels described in the next recital and depicted in Exhibit “A” (attached hereto and made a part of this Ordinance) from “Hospital (H),” “Two-Family Residential (R-2),” and “Multiple-Family Residential-High Density (R-4)” to “City of Hope Specific Plan” (“Zone Change 15-1”); and

WHEREAS, the City of Hope project site consists of thirty parcels of land, generally bounded by Duarte Road to the north; Cinco Robles Drive, the Duarte Flood Control Channel, and Buena Vista Street to the west; and the Santa Fe Flood Control Basin to the east and south {APN: 8533-005-009, 8533-005-(027-028), 8533-005-(030-035), 8533-006-(019-021), 8533-006-(031-032), 8533-006-(044-058), and 8533-007-066}; and

WHEREAS, on January 16, 2018, the Planning Commission of the City of Duarte (“Planning Commission”) held a duly noticed public hearing on Zone Change 15-1 and the related COHSP, General Plan Amendment (G.P.A. 15-1), and Draft Environmental Impact Report (“EIR”) for the COHSP (State Clearinghouse No. 2015101047), at which time oral and documentary evidence was introduced along with the written recommendation of the Planning Department of the City of Duarte, and the Planning Commission received public testimony; and

WHEREAS, after careful study and the completion of the duly noticed public hearing, the Planning Commission adopted Resolution No. PC 18-2 recommending the City Council approve Zone Change 15-1; and

WHEREAS, notices of a public hearing before the City Council on proposed Zone Change 15-1 was given in accordance with applicable law; and

WHEREAS, on March 13, 2018, the City Council of the City of Duarte held a duly noticed public hearing on proposed Zone Change 15-1 and the corresponding COHSP, General Plan



Amendment (G.P.A. 15-1), and Final EIR and Mitigation Monitoring and Reporting Program (“MMRP”), Statement of Overriding Considerations and CEQA Findings for the COHSP and its corresponding implementing actions (State Clearinghouse No. 2015101047), at which time oral and documentary evidence was introduced along with the written recommendations of the Planning Commission and Planning Department of the City of Duarte, and the City Council received public testimony; and

WHEREAS, on March 13, 2018, the City Council of the City of Duarte approved the corresponding General Plan Amendment (G.P.A. 15-1); and certified the Final EIR and Mitigation Monitoring and Reporting Program (“MMRP”), Statement of Overriding Considerations and CEQA Findings for the COHSP and its corresponding implementing actions (State Clearinghouse No. 2015101047); and introduced both Zone Change 15-1 and the corresponding COHSP; and

WHEREAS, a second reading of the ordinances (Zone Change 15-1 and COHSP) was delayed allowing the City of Irwindale to conduct public hearings before their Planning Commission and City Council. On May 9, 2018, the Irwindale City Council, with a recommendation from their Planning Commission, adopted by both by resolution and ordinance the Final EIR, Mitigation Monitoring and Reporting Program, Findings of Fact and Statement of Overriding Considerations; a General Plan Amendment; Zone Change; and an amended City of Hope Specific Plan that contained revisions informative and procedural in nature; and

WHEREAS, on October 9, 2018, the City Council of the City of Duarte held a duly noticed public hearing on the proposed Zone Change 15-1 and the corresponding revised COHSP, at which time oral and documentary evidence was introduced along with the written recommendations of the Planning Commission and Planning Department of the City of Duarte, and the City Council received public testimony; and

WHEREAS, at the public hearings, the City Council received and independently considered the staff report and all of the information, evidence, and testimony presented in connection with the foregoing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

Section 1. The Recitals above are true and correct and incorporated herein by this reference.

Section 2. Attached hereto as Exhibit “A” is a map entitled “Existing Zoning” which depicts the properties zoning designations proposed to be changed by Zone Change 15-1, and which map is incorporated herein by this reference.

Section 3. Attached hereto as Exhibit “B” is a map entitled “Subject Properties,” which depicts the properties to be designated as the “City of Hope Specific Plan Zone” by Zone Change 15-1, and which map is incorporated herein by this reference.

Section 4. Based upon substantial evidence presented to the City Council during the public hearing, including written staff reports and verbal testimony, the City Council hereby finds and determines:

1. Zone Change 15-1 is internally consistent with the General Plan and any applicable specific plan. The Land Use Element of the General Plan promotes several goals that support the adoption of the COHSP and associated entitlements. Land Use Element Goal 2 seeks compatible and harmonious land use by providing a mix of uses consistent with projected future social, environmental and economic conditions. Land Use Element Goal 3 provides policy direction to provide unique areas to better serve the needs of Duarte residents and businesses. If adopted, the proposed Zone Change would implement the proposed COHSP, which implements goals set forth in the General Plan, and which provides standards and guidelines for the development of the campus over several decades, addresses sustainable practices both on and off-campus, promotes compatibility with surrounding areas, and provides a unique and flexible regulatory document that facilitates Campus growth and recognizes connections with the greater community.
2. Zone Change 15-1 will not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The purpose of the proposed Zone Change is to implement the COHSP, which provides a comprehensive framework for the long-term growth and development of the entire Campus, provides clarity in processes and in the coordination between City of Hope and multiple jurisdictions, and strengthens the relationship between City of Hope and its neighbors. If adopted, the proposed COHSP would define permitted uses, regulate the sizes and locations of buildings, specify design guidelines and development standards, address mobility and connectivity topics, identify project infrastructure and services, and provide administrative and implementation language for the entire Campus of approximately 116 acres.
3. Zone Change 15-1 is internally consistent with other applicable provisions of this Development Code.
4. The properties affected by Zone Change 15-1 are physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and are served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate. The proposed use(s) and/or development authorized by Zone Change 15-1 will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. The City studied the physical suitability of the Campus and adjacent environs as part of the preparation for the COHSP and associated Final EIR.
5. Zone Change 15-1 and the adoption thereof complies with Government Code Sections 65853 - 65857.

Section 5. The City Council hereby accepts the recommendation of the Planning Commission to adopt Zone Change 15-1.

Section 6. Based upon the substantial evidence and testimony received at public hearing and the findings and conclusions set forth hereinabove, the City Council hereby adopts Zone Change 15-1. The City Council hereby ratifies and approves any and all actions taken by the staff, departments, and commissions of the City of Duarte prior to the adoption of this Ordinance for the preparation, review, and consideration of Zone Change 15-1.

Section 7. The City Council finds and determines that the adoption of Zone Change 15-1 is in compliance with the California Environmental Quality Act pursuant to Public Resources Code Section 21000 *et seq.* ("CEQA"), and State regulations in Title 14 of the California Code of Regulations, Section 15000 *et seq.* ("CEQA Guidelines") because a Final EIR, MMRP, and Findings of Fact and Statement of Overriding Considerations for the COHSP and its implementing actions (which include Zone Change 15-1) have been certified by the City Council prior to the City Council's action on Zone Change 15-1.

Section 8. This Ordinance shall not be codified but shall amend the City's Official Zoning Map as set forth in Exhibit "B" attached hereto.

Section 9. If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this Ordinance is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end the provisions of this Ordinance are declared to be severable.

Section 10. This Ordinance shall take effect thirty (30) days after its adoption. The City Clerk shall certify to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner provided for in the Duarte Municipal Code.

PASSED, APPROVED, AND ADOPTED after second reading at a regular meeting of the City Council of the City of Duarte this ____ day of _____, 2018.

MAYOR JOHN FASANA

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



I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Ordinance No. _____ was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the _____ day of _____, 2018, by the following Roll Call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California

Attachments:

- Exhibit "A" – Existing Zoning map
- Exhibit "B" – Subject Properties map



EXHIBIT A: EXISTING ZONING

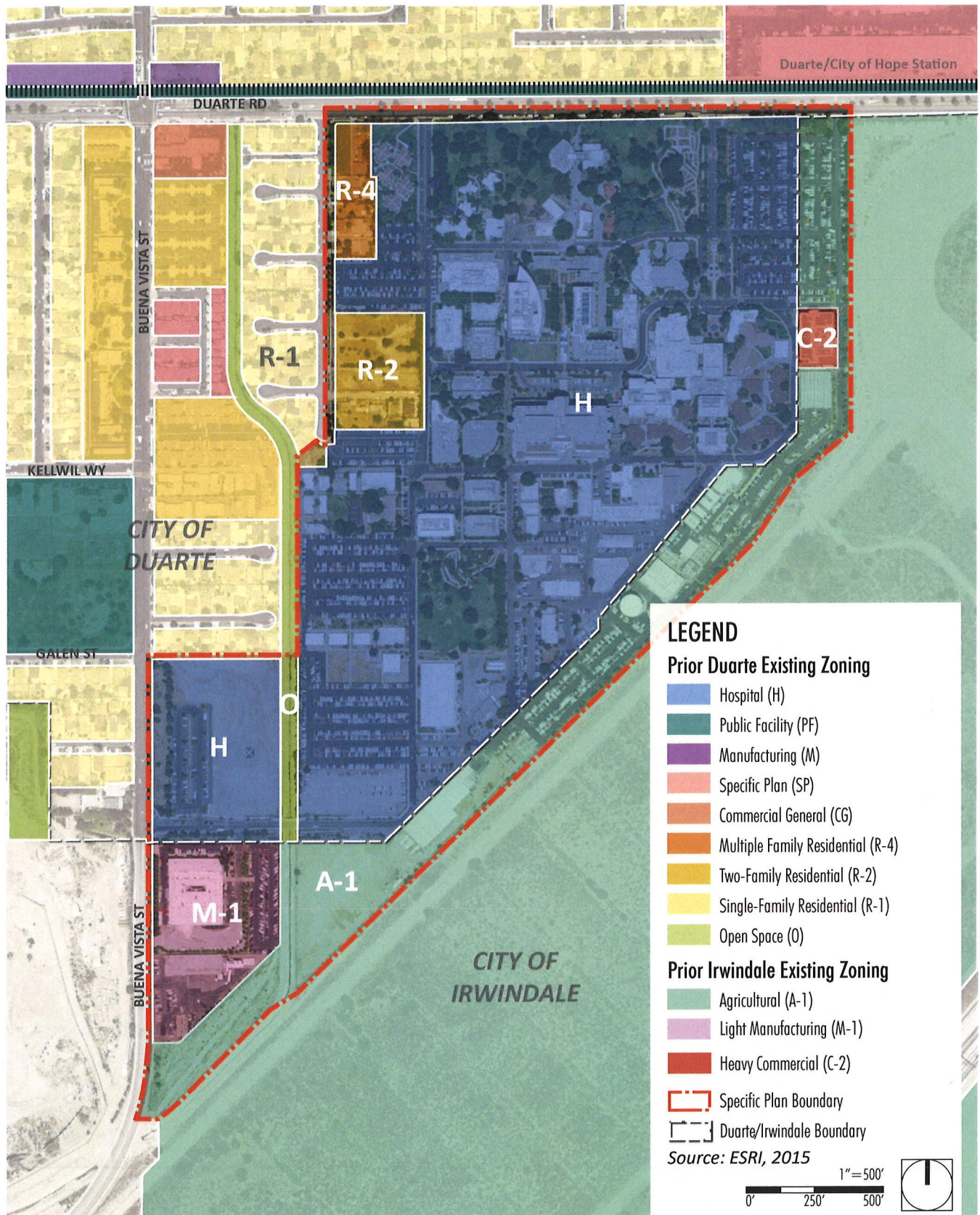
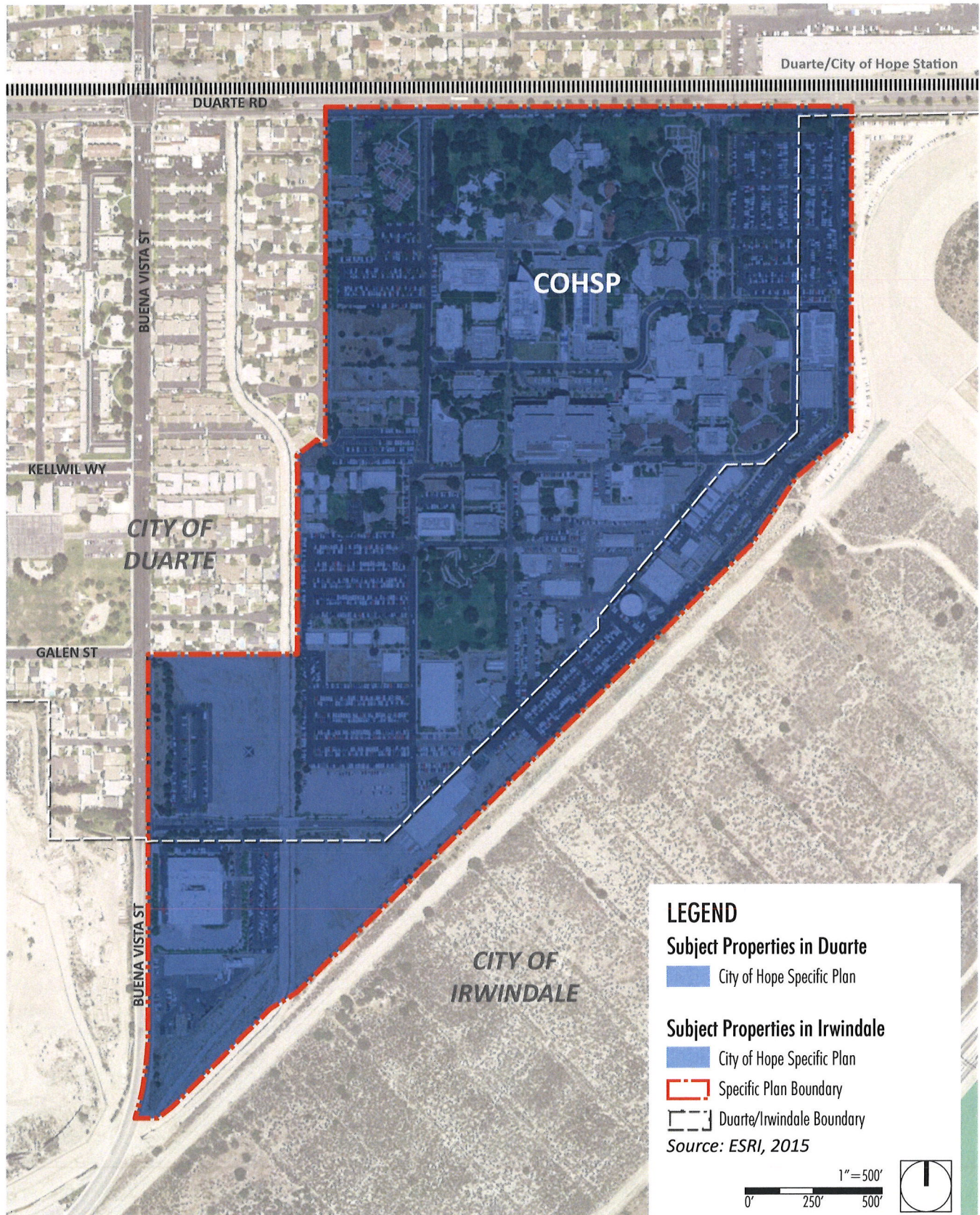


EXHIBIT B: SUBJECT PROPERTIES



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADOPTING THE CITY OF HOPE SPECIFIC PLAN DEFINING PERMITTED USES, REGULATING THE SIZES AND LOCATIONS OF BUILDINGS, SPECIFYING DESIGN GUIDELINES AND DEVELOPMENT STANDARDS, IDENTIFYING PROJECT INFRASTRUCTURE AND SERVICES, AND PROVIDING ADMINISTRATIVE AND IMPLEMENTATION LANGUAGE, FOR THIRTY PARCELS OF LAND GENERALLY BOUNDED BY DUARTE ROAD TO THE NORTH; CINCO ROBLES DRIVE, THE DUARTE FLOOD CONTROL CHANNEL, AND BUENA VISTA STREET TO THE WEST; AND THE SANTA FE FLOOD CONTROL BASIN TO THE EAST AND SOUTH

WHEREAS, Chapter 19.150 of the Duarte Development Code provides a process for preparing, processing, reviewing, adopting, and amending specific plans in compliance with Government Code Section 65450 et seq. or as that section may be amended or replaced from time to time; and

WHEREAS, the City of Hope has proposed a City of Hope Specific Plan (“COHSP”), which provides, *inter alia*, for the planned use and long-term development of the City of Hope Campus for next 20+ years; and

WHEREAS, the project location for the COHSP is generally bounded by Duarte Road to the north; Cinco Robles Drive, the Duarte Flood Control Channel, and Buena Vista Street to the west; and the Santa Fe Flood Control Basin to the east and south; and includes thirty parcels in the City of Duarte {APN: 8533-005-009, 8533-005-(027-028), 8533-005-(030-035), 8533-006-(019-021), 8533-006-(031-032), 8533-006-(044-058), and 8533-007-066}; and

WHEREAS, on January 16, 2018, the Planning Commission held a duly noticed public hearing on the proposed COHSP and corresponding General Plan Amendment (G.P.A. 15-1), Zone Change (ZC 15-1), and Draft Environmental Impact Report (“EIR”) for the COHSP (State Clearinghouse No. 2015101047), at which time oral and documentary evidence was introduced along with the written recommendation of the Planning Department of the City of Duarte, and the Planning Commission received public testimony; and

WHEREAS, after careful study and the completion of the duly noticed public hearings, the Planning Commission adopted Resolution No. PC 18-3 recommending the City Council approve and adopt the COHSP; and



WHEREAS, notices of a public hearing before the City Council on the proposed COHSP adoption, was given in accordance with applicable law; and

WHEREAS, a copy of the proposed COHSP as presented to the City Council is on file with the Community Development Department at City Hall, 1600 Huntington Drive, Duarte, California 91010, additional printed copies are also posted at the Duarte Public Library and the City of Duarte Public Safety Office, and an electronic copy is provided on the City's website; and

WHEREAS, on March 13, 2018, the City Council of the City of Duarte held a duly noticed public hearing on the proposed COHSP and corresponding General Plan Amendment (G.P.A. 15-1), Zone Change (ZC 15-1), and Final EIR and Mitigation Monitoring and Reporting Program ("MMRP"), Statement of Overriding Considerations and CEQA Findings for the COHSP and its corresponding implementing actions (State Clearinghouse No. 2015101047, at which time oral and documentary evidence was introduced along with the written recommendations of the Planning Commission and Planning Department of the City of Duarte, and the City Council received public testimony.

WHEREAS, on March 13, 2018, the City Council of the City of Duarte approved the corresponding General Plan Amendment (G.P.A. 15-1); and certified the Final EIR and Mitigation Monitoring and Reporting Program ("MMRP"), Statement of Overriding Considerations and CEQA Findings for the COHSP and its corresponding implementing actions (State Clearinghouse No. 2015101047); and introduced both the COHSP and the corresponding Zone Change 15-1; and

WHEREAS, a second reading of the ordinances (COHSP and Zone Change 15-1) was delayed allowing the City of Irwindale to conduct public hearings before their Planning Commission and City Council. On May 9, 2018, the Irwindale City Council, with a recommendation from their Planning Commission, adopted by both by resolution and ordinance the Final EIR, Mitigation Monitoring and Reporting Program, Findings of Fact and Statement of Overriding Considerations; a General Plan Amendment; Zone Change; and an amended City of Hope Specific Plan that contained revisions informative and procedural in nature; and

WHEREAS, on October 9, 2018, the City Council of the City of Duarte held a duly noticed public hearing on the revised COHSP and the corresponding Zone Change 15-1, at which time oral and documentary evidence was introduced along with the written recommendations of the Planning Commission and Planning Department of the City of Duarte, and the City Council received public testimony; and

WHEREAS, the City Council has considered the proposed COHSP; and

WHEREAS, the City Council has considered the staff report and all of the information, evidence, and testimony received at the public hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

Section 1. The Recitals above are true and correct and incorporated herein by this reference.

Section 2. Based upon substantial evidence presented to the City Council during the public hearing, including written staff reports and verbal testimony, the City Council hereby finds and determines:

1. The proposed COHSP is in the best interests and welfare of the City and its residents. The proposed COHSP provides a comprehensive framework for the long-term growth and development of the entire Campus, provides clarity in processes and in the coordination between City of Hope and multiple jurisdictions, and strengthens the relationship between City of Hope and its neighbors.
3. The proposed COHSP is consistent with the City's General Plan. The Land Use Element of the General Plan promotes several goals that support the adoption of the COHSP and associated entitlements. Land Use Element Goal 2 seeks compatible and harmonious land use by providing a mix of uses consistent with projected future social, environmental and economic conditions. Land Use Element Goal 3 provides policy direction to provide unique areas to better serve the needs of Duarte residents and businesses. If adopted, the proposed City of Hope Specific Plan, which implements goals set forth in the General Plan, would provide standards and guidelines for the development of the campus over several decades, address sustainable practices both on and off-campus, promote compatibility with surrounding areas, and provide a unique and flexible regulatory document that facilitates Campus growth and recognizes connections with the greater community.
4. The COHSP and the adoption thereof complies with Government Code Section 65450 *et seq.*

Section 3. The City Council hereby accepts the recommendation of the Planning Commission to adopt the COHSP.

Section 4. Based upon the substantial evidence and testimony received at public hearing and the findings and conclusions set forth hereinabove, the City Council hereby adopts the COHSP, on file with the Community Development Department and as presented to the City Council at the time of the adoption of this Ordinance, and the City Council hereby ratifies and approves any and all actions taken by the staff, departments, and commissions of the City of Duarte prior to the adoption of this Ordinance for the preparation, review, and consideration of the COHSP.

Section 5. The City Council finds and determines that the adoption of the COHSP is in compliance with the California Environmental Quality Act pursuant to Public Resources Code Section 21000 *et seq.* ("CEQA"), and State regulations in Title 14 of the California Code of Regulations, Section 15000 *et seq.* ("CEQA Guidelines") because a Final EIR, MMRP, and Findings of Fact and Statement of Overriding Considerations for the COHSP and its implementing actions have been prepared and circulated for public review and comment, and have been certified by the City Council prior to the City Council's action on the COHSP.

Section 6. If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this Ordinance is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or

effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end the provisions of this Ordinance are declared to be severable.

Section 7. This Ordinance shall take effect thirty (30) days after its adoption. The City Clerk shall certify to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner provided for in the Duarte Municipal Code.

PASSED, APPROVED, AND ADOPTED after second reading at a regular meeting of the City Council of the City of Duarte this ____ day of _____, 2018.

MAYOR JOHN FASANA

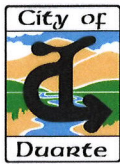
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF DUARTE)

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Ordinance No. ____ was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the ____ day of _____, 2018, by the following Roll Call vote:

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

City Clerk Marla Akana
City of Duarte, California





CITY COUNCIL STAFF REPORT

Date: March 13, 2018

Project: General Plan Amendment 15-1; Zone Change 15-1; City of Hope Specific Plan; and Draft Environmental Impact Report

Subject: City of Hope Campus Plan - a request to: 1) amend the General Plan land use designations and Land Use Diagram from Hospital (H), Research and Development (R&D), Medium-Density Residential (MDR) and High-Density Residential (HDR) to City of Hope Specific Plan (SP); 2) change the City's zoning map and zoning from Hospital (H); Two-Family Residential-Medium Density (R-2); and Multiple-Family Residential-High Density (R-4) to City of Hope Specific Plan (SP); 3) adopt the City of Hope Specific Plan; and 4) certify the associated Final Environmental Impact Report (FEIR) for the approximately 116-acre City of Hope Campus (1500 Duarte Road)

Applicant: City of Hope National Medical Center

SUMMARY AND LOCATION

City of Hope (COH) is seeking approval of the City of Hope Campus (Specific) Plan, which would provide direction for enhancement and development over the next 20+ years. If developed to the fullest extent of the Specific Plan, City of Hope would add approximately 1,038,500 net new square feet of floor area to its Campus.

City of Hope and the Cities of Irwindale and Duarte have worked collaboratively in the development of the Plan. The City of Hope campus plan will be implemented and regulated through the City of Hope Specific Plan (COHSP). The approach taken to create the COHSP involved careful consideration of the goals of City of Hope; the unique circumstances involving uses and activities held on Campus; considerations to create a comprehensive campus approach to building placement and architectural design; recognition and enhancement to Campus infrastructure, circulation, parking, and utilities; and a community-wide approach to adjacent residential properties and neighborhood concerns. The specific plan process is crafted to meet the unique circumstances of the project.

Approval of the project will allow COH to continue to grow and expand their operations in a way that provides them: flexibility in design and building placement; consistency in process and procedures; and a streamlined approval process. The Plan also addresses on and off-site impacts to local infrastructure and other environmental factors. Understanding and planning for the future desires of City of Hope helps the City make better land use decisions by ensuring

future growth impacts have been analyzed and necessary off-site public improvements are coordinated. It also promotes mutual goals related to site development and architectural design consistency, and provides safeguards for adjacent neighborhoods.

On January 16, 2018, the Planning Commission unanimously recommended City Council approval of the Draft Environmental Impact Report, General Plan Amendment 15-1, Zone Change 15-1, and the City of Hope Specific Plan policy and regulatory document.

The City of Hope Campus plan encompasses a 116-acre project site, which includes its existing Campus, primarily located in the City of Duarte (approximately 89.5 acres), and the remainder in the City of Irwindale (approximately 26.5 acres). The project site is generally bounded by Duarte Road to the north; Cinco Robles Drive, the Duarte Flood Control Channel, and Buena Vista Street to the west; and the Santa Fe Flood Control Basin to the east and south.

PROJECT OVERVIEW

City of Hope is proposing additions to the existing outpatient (clinic), inpatient (hospital), research, office, industrial, warehouse, and hospitality uses. New parking structures and surface lots are also proposed, as well as internal roadways, open space improvements, and other long-term infrastructure improvements. These changes and improvements throughout the City of Hope Campus would be implemented through the proposed City of Hope Specific Plan, which will govern future development of the Campus.

The maximum development capacity allowed by the Plan consists of approximately 1,426,000 square feet (s.f.) of new development (approximately 1,038,500 net new s.f. following the proposed demolition of approximately 387,500 s.f. of existing structures), which would result in up to approximately 2,639,350 gross s.f. of development on the Campus.

Both the City of Duarte and Irwindale must approve the entitlements associated with the project. For the City of Duarte this request includes approval of General Plan Amendment and Zone Change 15-1, adoption of the City of Hope Specific Plan and certification of the EIR. The City of Irwindale is also being asked to approve a general plan amendment and zone change. Irwindale is not required to certify the EIR, but must make it's own CEQA findings and prepare a separate statement of overriding considerations.

General Plan Amendment 15-1 proposes to alter the land use designations within the City's General Plan from Hospital (H), Medium Density Residential (MDR), High Density Residential (HDR), and Research & Development (R&D) {see COHSP, Fig. 4, p. 13} to City of Hope Specific Plan. A change to the designation on the official general plan diagram is also included.

Zone Change 15-1 would change the existing zoning designations and the City's Zoning Map from Hospital (H), Two-Family Residential (R-2), and Multiple-Family Residential-High Density (R-4) {see COHSP, Fig. 4, p. 14} to City of Hope Specific Plan.



City of Hope Specific Plan constitutes the regulatory and policy document that guides and governs the growth of the City of Hope Campus over the next 20 years.

Final Environmental Impact Report (DEIR) including: response to comments received during the 45-day review period, Findings of Fact and proposed Mitigation Monitoring Program. The environmental analysis determined that the proposed project, with implementation of mitigation measures, would result in significant environmental impacts in the areas of greenhouse gas emissions, noise, and transportation and traffic. Due to this determination, it requires the City Council approve a Statement of Overriding Considerations.

CITY OF HOPE SPECIFIC PLAN

The City of Hope Specific Plan provides a comprehensive framework for the long-term growth and development of the entire Campus and allows City of Hope a tool to implement its long-term vision of the Campus. Accordingly, this Specific Plan, in accordance with California Government Code 65450 et. seq., establishes the necessary land use plan, development standards, regulations, design guidelines, infrastructure systems, and implementation strategies on which subsequent, project-related development activities will be founded.

The attached Planning Commission Staff Report provides an in-depth analysis of the Plan's major components and addresses other distinctive elements included in the Plan, including:

- Land Use Districts, Development Standards and Permitted Uses. COHSP creates five (5) land use districts and two (2) overlay areas that allow for a range of development types (see COHSP, Fig. 6, p. 29).
 - *Core Medical District (CM)*, located in the center of the Campus, provides for the most intense development potential.
 - *Transition Medical District (TM)*, located adjacent to residential neighborhoods to the west and north of COH Campus are designed to provide a buffer area of reduced building scale and intensity.
 - *Cultural Amenities District (CA)*, located along Duarte Road, aims to retain the historic, landscaped ceremonial entrance to the Campus.
 - *Infrastructure and Utility District (IU)*, located primarily in the City of Irwindale along the east and south sides of the Campus, provide areas for industrial, warehousing, utility and infrastructure uses.
 - *Residential Medical Flex District (RMF)*, located generally at the southeast corner of Cinco Robles and Duarte Road, is intended to allow flexibility for existing COH residential units to continue to operate, or to transition to new uses over time, such as hospitality or open space.
- Overlay Areas. In recognition of several non-City of Hope owned residential parcels, located along the east side of Cinco Robles Drive that borders Campus, the COHSP has incorporated two (2) overlay areas that maintain the development rights for these properties under their current zoning designations. If any of these parcels are purchased by COH in the future, the Plan requires COH to transition the properties to uses and



regulations allowed within the underlying TM or RMF District or they may continue to own and operate current residential uses for up to 36 months after purchase.

- Parking & Circulation. Providing parking for the Campus is one of the paramount issues facing the development of the Specific Plan. Based upon the analysis of the COHSP and associated EIR, City of Hope's current population consists of approximately 6,448 persons, with a parking inventory of 3,482 spaces. Projected growth over the life of the Specific Plan will add a substantial number of patients, visitors, staff and faculty to the Campus, resulting in the need for additional parking, adequately sized internal roadways and connections for non-motorized forms of transportation.

COHSP utilizes a *Parking Supply Tracking System* to manage the supply of parking relative to changes in population and new construction (see COHSP, Table 11, p. 111). This *System* is intended to provide flexibility from existing Development Code parking requirements through the use of an adaptable system that accounts for population growth as development is proposed on Campus and acknowledges reductions in parking demand based upon proximity to the Gold Line and other forms of non-motorized forms of transportation. A yearly reporting system and periodic third-party analysis has been incorporated to address ambient population growth on Campus.

Proposed methods to accommodate the number of parking stalls include the construction of several large parking structures and other surface parking lots (see COHSP, Fig. 19, p. 52) distributed amongst the Campus. COHSP addresses a number of topics and issues related to parking and parking structures, such as: parking standards, lighting/glare, alternative fuel vehicle provisions, use of recreational vehicles; and design guidelines that align parking structure design with the architectural character and quality of other Campus buildings.

The adequacy and design of internal roadways and campus circulation have been carefully considered. Chapter 4 of the COHSP provides the framework for roadway expansion, construction and implementation (see COHSP, Fig. 15, p. 43). "Complete Street" policies are integrated into the Plan to accommodate all users, including: pedestrians, bicyclists, automobiles, and a Campus shuttle system. An *Accessibility and Pedestrian Connectivity Plan* has been required to develop safe and accessible pathways from public streets, parking areas and between Campus buildings. Bike lanes or sharrows have been integrated into larger roadways to provide convenient access for bicyclists.

- Infrastructure and Utilities Implementation. Chapter 6 of the COHSP provides an in-depth overview of the necessary infrastructure and utilities needed to support the development potential of the Plan; and, along with the EIR, addresses and alleviates public infrastructure and utility system impacts to the community. The most critical of these relate to water, stormwater and traffic. Based on discussions with California-American Water, COH is working on providing additional water supply resources and implementing water efficiency measures to accommodate planned growth. A



comprehensive stormwater infrastructure does not currently exist on Campus. COHSP incorporates a series of best management practices to collect and transport stormwater to infiltration areas that retain and replenish local aquifers. Off-Campus traffic mitigation includes signalization of several key intersections – Duarte and Village Roads, Duarte Road and Circle Drive, and Buena Vista Street and Village Road. These new signalized intersections will be installed within the first few years of the planning period and will help to alleviate traffic impacts to both the community and Campus populations. In order to monitor and ensure proper timing of infrastructure upgrades, an Implementation Action Plan (see COHSP, Table 12, p. 121) has been created. The Plan provides flexible timeframes for the completion of utility and infrastructure improvements.

- Design Guidelines, Signage & Public Art. Chapter 5 provides direction for site, architectural, landscaping, lighting, and signage features. The *design guidelines* within that chapter are intended to identify and establish visual themes that are aesthetically pleasing, ensure that the Specific Plan area remains compatible with surrounding residential areas, and create a cohesive sense of place for the City of Hope Campus. An emphasis was placed on providing design flexibility that allows creativity and advances to cutting-edge medical, hospital and research designs, while requiring high-quality architectural style that fosters and supports consistent aesthetic themes throughout the Campus. *Signage* guidelines provide for City of Hope identity and branding, identifiers to the public and visitors, and ensure consistent sign quality and appearance throughout Campus. *Public art* has been encouraged and featured at City of Hope for many years. It is a part of their Campus identity, reflects the visual and cultural setting of the Campus as well as its character, spirit, and personality, and helps create a healing environment for patients and their families. To continue this tradition, a Campus public art program has been integrated into the COHSP, setting aside a percentage of project valuation to contribute to future public art works.
- Design Review & Project Approval Process. The City of Hope Specific Plan (Chapter 7, p. 110-118) provides for an expedited development project review process (slightly modified compared to the standard DDC review process) that acknowledges the unique nature of the Campus, and affords a customized Design Guidelines Chapter that provides significant detail and direction related to site planning and architectural design.
- Administration and Modifications. Chapter 7 concentrates on administration, implementation and other procedural requirements of the Specific Plan. Due to the City of Hope Campus being located in both the Cities of Irwindale and Duarte, the Plan provides details on how the two cities will coordinate project processing and other administrative matters.

The final City of Hope Specific Plan consists of the Draft COHSP, the attached errata, and potential modifications approved by the City Council. The City of Irwindale must also approve the COHSP. Due to differences between how projects are processed between the two cities, minor revisions to Chapter 7 of the COHSP have been requested (attached) that clarify and reflect Irwindale's review and approval structure.



FINAL ENVIRONMENTAL IMPACT REPORT

A Final Environmental Impact Report has been prepared to analyze environmental impacts, discuss feasible alternatives and recommend mitigation measures related to implementation of the proposed City of Hope Campus Plan. The California Environmental Quality Act (CEQA) requires that local government agencies consider the environmental consequences before taking action on projects over which they have discretionary approval authority. An environmental impact report (EIR) analyzes potential environmental consequences in order to inform the public and support informed decisions by local and state governmental agency decision makers. An EIR is the most comprehensive form of environmental documentation in CEQA and the CEQA Guidelines; it is intended to provide an objective, factually supported analysis and full disclosure of the environmental consequences of a proposed project with the potential to result in significant, adverse environmental impacts. Certification of an EIR will enable the City of Hope to pursue their development goals outlined in the COHSP that have been previously analyzed under and are within the project description and maximum buildout contemplated by the EIR.

For purposes of the environmental analysis, a maximum development capacity allowed by the Specific Plan and considered by the EIR consists of approximately 1,426,000 s.f. of new development (approximately 1,038,500 net new s.f. following the proposed demolition of approximately 387,500 s.f. of existing structures), which would result in up to approximately 2,639,350 gross s.f. of development on the City of Hope Campus. Based upon this development capacity, the consultants have analyzed the project under 17 environmental study areas, prepared three (3) project alternatives, offered a series of mitigation measures, and identified three (3) significant and unavoidable environmental impacts areas.

Each FEIR is required to consider alternatives to the proposed project that are capable of eliminating significant adverse environmental effects or reducing them to less than significant levels, even if these alternatives would impede, to some degree, the attainment of the proposed project objectives. The alternatives to the proposed project under consideration within this EIR consist of:

- No Project Alternative – 1,600,850 existing s.f.
- Existing General Plan & Zoning Alternative – total of 2,944,670 s.f. of hospital uses, and a population of 10,479 persons. Restrictions to proposed COHSP development standards based upon existing Hospital, R-2 and R-4 zoning.
- Reduced Intensity Alternative - total of 2,243,448 s.f. of hospital uses, and a population of 8,374 persons.

Table 1-3 of the DEIR provides a description of the potential environmental impacts of the proposed project scenario and recommends mitigation measures to reduce impacts to a less than significant level, where possible. After implementation of mitigation measures, most of



the potentially significant impacts associated with the proposed project would be reduced to less than significant levels. However, The FEIR analysis determined that the proposed project, with implementation of mitigation measures, would result in significant environmental impacts in the areas of greenhouse gas emissions, noise, and transportation and traffic; and because of this, the EIR will require the City Council to approve a Statement of Overriding Considerations.

This FEIR identifies three significant and unavoidable adverse impacts, as defined by CEQA, that would result from implementation of the proposed project. Unavoidable adverse impacts may be considered significant on a project-specific basis, cumulatively significant, and/or potentially significant. The City must prepare a “statement of overriding considerations” before it can approve the project, attesting that the decision-making body has balanced the benefits of the proposed project against its unavoidable significant environmental effects and has determined that the benefits outweigh the adverse effects, and therefore the adverse effects are considered acceptable. The impacts that were found in the DEIR to be significant and unavoidable are related to:

Greenhouse Gas Emissions

Noise

Transportation/Traffic

Although the FEIR identifies certain significant environmental effects that will result if the project is implemented, all significant effects that can feasibly be avoided or mitigated will be by the imposition of conditions and/or mitigation measures. Based on current State Law, unavoidable Air Quality and Greenhouse Gas Emissions impacts are common with many projects such as the proposed COHSP.

The significant impacts of the COHSP that have not been reduced to a level of insignificance will have been substantially reduced in their impacts by the imposition of mitigation measures. Staff will be recommending that the City Council find that the significant unavoidable adverse impacts of the COHSP are clearly outweighed by the economic, social and other benefits of the project, as set forth in the Findings of Fact and Statement of Overriding Considerations that will be provided to the City Council.

The Notice of Availability related to the DEIR was released for public comment on November 15, 2017 and concluded on January 4, 2018. The required 45-day comment period was extended by several days to account for the holidays. 10 comments were received during the comment period. These comments were provided by CalTrans, City of Irwindale, Gabrieleno Band of Mission Indians-Kizh Nation, Los Angeles County Fire Department, Los Angeles County Sanitation Districts, Lozeau-Drury (Laborers International Union, No. 300), METRO, South Coast Air Quality Management District, State Office of Planning and Research/State Clearinghouse, and Steve Hernandez.

RECOMMENDATION

The City of Hope Specific Plan is a positive change for the City of Hope and the City of Duarte. It provides the framework for coordinated and comprehensive expansion and will allow the City



of Hope to continue to expand and grow, meeting the needs of their patients and faculty, over the next 20 plus years. It provides the City of Hope the mechanisms to meet its core mission and development goals, while promoting compatible design that is sustainable, attractive and connective to both the Campus and surrounding community. This is an important plan that provides City of Hope certainty to invest and grow within boundaries, consistency in process and procedures, and safeguards for surrounding residential neighborhoods.

Staff recommends the City Council review and comment on the proposed project, gather public testimony and approve the following:

1. Resolution 18-R-02 - Final EIR, Findings of Fact, Statement of Overriding Consideration, and Mitigation Monitoring and Reporting Program; and
2. Resolution 18-R-03 - General Plan Amendment 15-1;

Staff recommends the City Council review and comment on the proposed project, gather public testimony and introduce the following ordinances for first reading:

3. Ordinance 18-O-02 - Zone Change 15-2; and
4. Ordinance 18-O-03 - City of Hope Specific Plan.

Second reading, and final approval, for the two aforementioned ordinances will be scheduled for Duarte City Council consideration after the City of Irwindale takes final action on their respective entitlements.

Respectfully Submitted,

Jason Golding
Planning Division Manager

ATTACHMENTS

1. Draft City of Hope Specific Plan
2. Errata to Draft City of Hope Specific Plan – constitutes final Specific Plan
3. Proposed Revisions to Chapter 7 of the COHSP, related to City of Irwindale processes
4. Draft Environmental Impact Report
5. Final Environmental Impact Report
6. Public Participation, Interdepartmental & External Agency Coordination Supplement
7. City of Hope Economic Benefit Analysis
8. Resolution 18-R-02; Final Environmental Impact Report, including Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program
9. Resolution 18-R-03, General Plan Amendment 15-1
10. Ordinance 18-O-02, Zone Change 15-1
11. Ordinance 18-O-03, City of Hope Specific Plan



RESOLUTION NO. 18-02**A RESOLUTION OF CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE CITY OF HOPE SPECIFIC PLAN AND ITS RELATED IMPLEMENTING ACTIONS AS ADEQUATE AND COMPLETE, APPROVING CERTAIN FINDINGS RELATED THERETO, AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM AND STATEMENT OF OVERRIDING CONSIDERATIONS**

WHEREAS, the City of Hope has proposed a City of Hope Specific Plan ("COHSP"), which provides, inter alia, for the planned use and long-term development of the City of Hope Campus for next 20+ years; and

WHEREAS, the City of Hope project site consists of thirty parcels of land, generally bounded by Duarte Road to the north; Cinco Robles Drive, the Duarte Flood Control Channel, and Buena Vista Street to the west; and the Santa Fe Flood Control Basin to the east and south {APN: 8533-005-009, 8533-005-(027-028), 8533-005-(030-035), 8533-006-(019-021), 8533-006-(031-032), 8533-006-(044-058), and 8533-007-066}; and

WHEREAS, in connection with the preparation of the proposed COHSP and its implementing actions — a corresponding General Plan Amendment (G.P.A. 15-1) and Zone Change (ZC 15-1) — (collectively, the "Project") the City worked with professional environmental consultants to prepare a Draft Environmental Impact (State Clearinghouse No. 2015101047) (the "Draft EIR"); and

WHEREAS, the Draft EIR provides an assessment of the environmental impacts and alternatives associated with the Project, and has been prepared in accordance with the California Environmental Quality Act, Public Resources Code Section 21000 et seq. (CEQA), and State regulations in Title 14 of the California Code of Regulations, Section 15000 et seq. (CEQA Guidelines); and

WHEREAS, an electronic copy of the Draft EIR is available on the City's website (www.duartetowncenter.com) and printed copies are available at City Hall, the Duarte Public Library and the City of Duarte Public Safety Office; and

WHEREAS, a Notice of Availability of the Draft EIR was provided to responsible agencies, organizations, members of the public and interested parties on November 15, 2017; and

WHEREAS, pursuant to the requirements of CEQA, the Draft EIR was circulated for review and comment from the public and other public agencies during a 50-day public review period, which began on November 15, 2017 and ended on January 4, 2018; and

WHEREAS, on January 16, 2018, the Planning Commission of the City of Duarte ("Planning Commission") held a duly noticed public hearing on the Draft EIR and the corresponding Project, at which time oral and documentary evidence was introduced along with the written recommendation of the Planning Department of the City of Duarte, and the Planning Commission received public testimony; and

WHEREAS, notice of public hearing before the Planning Commission concerning the adequacy and completeness of the Draft EIR was given in accordance with the laws, including CEQA, and policies of the City; and

WHEREAS, the Draft EIR was independently reviewed by the Planning Commission, and the Planning Commission's recommendations reflect the independent judgment of the Commission; and

WHEREAS, after the duly noticed public hearing on January 16th, the Planning Commission adopted Resolution No. 18-4 recommending the City Council adopt and approve the Draft EIR and certify a proposed Final Environmental Impact for the Project ("Final EIR"); and

WHEREAS, the proposed Final EIR, dated February 2018, provides an assessment of the environmental impacts, alternatives, and mitigation measures associated with the Project, and has been prepared in accordance with the California Environmental Quality Act, Public Resources Code Section 21000 *et seq.* (“CEQA”), and State regulations in Title 14 of the California Code of Regulations, Section 15000 *et seq.* (“CEQA Guidelines”); and

WHEREAS, responses to the comments received during the public review period were generated, and those responses, and the underlying comments have been included as part of the Final EIR in accordance with CEQA; and

WHEREAS, copies of the proposed COHSP and Final EIR, as presented to the City Council, are on file with the Community Development Department at City Hall, 1600 Huntington Drive, Duarte, California 91010, additional printed copies are also posted at the Duarte Public Library and the City of Duarte Public Safety Office, and electronic copies of these documents are provided on the City’s website; and

WHEREAS, the proposed “Findings of Fact and Statement of Overriding Considerations” with respect to environmental impacts, including environmental impacts identified in the Final EIR as potentially significant, are described in Exhibit “A” to this Resolution; and

WHEREAS, the proposed Mitigation Monitoring and Reporting Program (“MMRP”) sets forth the mitigation measures to which the City shall bind itself in connection with this Project and is included in Exhibit “B” to this Resolution (and is also part of the Final EIR); and

WHEREAS, notice of a public hearing of the City Council on the Project and Final EIR was given in accordance with applicable law; and

WHEREAS, on March 13, 2018, the City Council of the City of Duarte held a duly noticed public hearing on the Project and the Final EIR; and

WHEREAS, at the public hearing the City Council received and independently considered the staff report and all of the information, evidence, and testimony presented in connection with the foregoing; and

WHEREAS, the Final EIR was independently reviewed by the City Council, and the City Council’s determinations reflect the independent judgment of the Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, DOES RESOLVE AS FOLLOWS:

Section 1. The Recitals above are true and correct, based on substantial evidence in the record including the Final EIR, and incorporated herein by this reference.

Section 2. The City Council hereby confirms that the Final EIR, as certified by this Resolution, is composed of the following:

- a. Final EIR (dated February 2018)
 - i. Draft EIR (dated November 2017)
 - ii. Draft EIR Technical Appendices
 - iii. Mitigation Monitoring and Reporting Program
 - iv. Comments and Responses
 - v. A list of persons commenting on the Draft EIR
 - vi. Errata for Final EIR

Section 3. The facts set forth in the Statement of Facts and Findings and Statement of Overriding Considerations Regarding the Environmental Effects for the City of Hope Specific Plan Environmental Impact Report set forth in Exhibit “A” (the “Findings of Fact and Statement of Overriding Considerations”), attached to this Resolution, are true and correct and based upon substantial evidence in the record, including the Final EIR, and are hereby incorporated herein by this reference.

Section 4. All significant effects of the Project that can feasibly be avoided or mitigated will be avoided or mitigated by the imposition of mitigation measures as set forth in the MMRP, which is attached as Exhibit "B" to this Resolution and incorporated herein by this reference.

Section 5. Based upon substantial evidence presented to the City Council during the public hearing, including written staff reports and verbal testimony, the City Council hereby finds and determines:

1. The Draft EIR fully complies with all requirements of CEQA and the CEQA Guidelines relating thereto.
2. The Final EIR fully complies with the requirements of CEQA and the CEQA Guidelines relating thereto.
3. The Final EIR addresses all environmental effects of the proposed Project.
4. The Final EIR has identified all significant environmental effects of the proposed Project, and there are no known potentially significant environmental impacts that are not addressed in the Final EIR.
5. The MMRP (Exhibit "B" to this Resolution and part of the Final EIR) is designed to ensure that, during the implementation of the Project, the City and any other responsible parties implement the components of the Project and comply with the mitigation measures identified in the MMRP.
6. All significant environmental effects of the Project that are not mitigated to a level of insignificance are adequately addressed in the Findings of Fact and Statement of Overriding Considerations (Exhibit "A" to this Resolution).
7. Although the Final EIR identifies certain significant environmental effects that will result if the Project is approved, all significant effects that can feasibly be avoided or mitigated will be avoided or mitigated to the maximum extent feasible by the imposition of conditions on the approved Project and the imposition of mitigation measures as set forth in the Final EIR, the Findings of Fact and Statement of Overriding Considerations (Exhibit "A" to this Resolution), and the MMRP (Exhibit "B" to this Resolution and part of the Final EIR).
8. Potential mitigation measures and alternatives not incorporated into the Project were rejected as infeasible, based upon specific economic, social, and other considerations as set forth in the Final EIR and Findings of Fact and Statement of Overriding Considerations (Exhibit "A" to this Resolution).
9. The significant impacts of the Project that have not been reduced to a level of insignificance will have been substantially reduced in their impacts by the imposition of mitigation measures. The City Council finds that the significant unavoidable adverse impacts of the Project are clearly outweighed by the economic, social and other benefits of the Project, as set forth in the Findings of Fact and Statement of Overriding Considerations (Exhibit "A" to this Resolution).
10. The Final EIR has described all reasonable alternatives to the Project that could feasibly obtain the basic objectives of the Project, even when those alternatives might impede the attainment of Project objectives and might be more costly.
11. A good faith effort has been made to seek out and incorporate all points of view in the preparation of the Final EIR as indicated by the public record for the Project and the Final EIR.
12. As of March 13, 2018, the City has not received any comments or additional information that produced substantial new information requiring recirculation or additional environmental review under Public Resources Code sections 21166 and 21092.1 and State CEQA Guidelines section 15088.5.

Section 6. The City Council, as lead agency under CEQA for the Project, hereby certifies that (1) the Final EIR has been prepared, processed, and noticed in accordance with CEQA and the State CEQA Guidelines; (2) the Final EIR was presented to the City Council and the City Council has reviewed and considered the information contained in the Final EIR prior to considering adoption of the Project, and (3) the Final EIR reflects the independent judgment and analysis of the City Council and is deemed adequate for the purposes of making decisions on the merits of the Project.

Section 7. The City Council hereby approves the Findings of Fact and Statement of Overriding Considerations for the Project, as set forth in Exhibit "A" attached hereto.

Section 8. The City Council hereby adopts the Mitigation Monitoring and Reporting Program for the Project, as set forth in Exhibit "B" attached hereto.

Section 9. The City Council, as lead agency under CEQA for the Project, hereby certifies that the Final EIR for the Project, on file with the Community Development Department and in the form presented to the City Council at the time of the adoption of this Resolution, is adequate and complete in that it addresses all environmental effects of the Project and fully complies with the requirements of CEQA and the CEQA Guidelines.

Section 10. The documents and materials that constitute the record of proceedings on which the "Findings of Fact and Statement of Overriding Considerations" in Exhibit "A" of this Resolution have been based are located at 1600 Huntington Drive, Duarte, CA 91010. The custodian for these records is the Director of Community Development.

Section 11. The City Clerk is hereby directed to deliver and publish, in accordance with applicable law, notices of the City Council's determination to certify the Final EIR as provided herein, including without limitation filing a Notice of Determination with the County of Los Angeles within five (5) working days of final Project approval.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Duarte on this 13th day of March, 2018.

/s/ John Fasana
Mayor John Fasana

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 18-02 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 13th day of March, 2018, by the following Roll Call vote:

AYES: Councilmembers: Paras-Caracci, Finlay, Reilly, Fasana
NOES: Councilmembers: None
ABSENT: Councilmembers: Kang

/s/ Marla Akana
City Clerk Marla Akana
City of Duarte, California

Attachments:

- Exhibit "A" - Findings of Fact and Statement of Overriding Considerations
- Exhibit "B" - Mitigation Monitoring and Reporting Program

RESOLUTION NO. 18-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, AMENDING THE LAND USE ELEMENT AND LAND USE DIAGRAM OF THE CITY'S GENERAL PLAN TO CHANGE THE LAND USE DESIGNATIONS FOR THE THIRTY PARCELS OF LAND GENERALLY BOUNDED BY DUARTE ROAD TO THE NORTH; CINCO ROBLES DRIVE, THE DUARTE FLOOD CONTROL CHANNEL, AND BUENA VISTA STREET TO THE WEST; AND THE SANTA FE FLOOD CONTROL BASIN TO THE EAST AND SOUTH FROM "HOSPITAL (H)," "MEDIUM DENSITY RESIDENTIAL (MDR)," "HIGH DENSITY RESIDENTIAL (HDR)," AND "RESEARCH & DEVELOPMENT (R&D)" TO "CITY OF HOPE SPECIFIC PLAN" (GENERAL PLAN AMENDMENT 15-1)

WHEREAS, the City of Hope has proposed a City of Hope Specific Plan ("COHSP"), which provides, *inter alia*, for the planned use and long-term development of the City of Hope Campus for next 20+ years; and

WHEREAS, in accordance with Section 19.142.020 of the Duarte Development Code, the City of Hope initiated a General Plan Amendment to: (1) amend the Land Use Element as set forth in Exhibit "A," attached hereto and made a part of this Resolution, and (2) amend the Land Use Diagram as set forth in Exhibit "C," attached hereto and made a part of this Resolution (collectively, "General Plan Amendment 15-1") to change the land use designation for the thirty parcels listed below to a "City of Hope Specific Plan" designation; and

WHEREAS, the City of Hope project site consists of thirty parcels of land (depicted on Exhibit "B," attached hereto and made part of this Resolution), generally bounded by Duarte Road to the north; Cinco Robles Drive, the Duarte Flood Control Channel, and Buena Vista Street to the west; and the Santa Fe Flood Control Basin to the east and south {APN: 8533-005-009, 8533-005-(027-028), 8533-005-(030-035), 8533-006-(019-021), 8533-006-(031-032), 8533-006-(044-058), and 8533-007-066}; and

WHEREAS, on January 16, 2018, the Planning Commission of the City of Duarte ("Planning Commission") held a duly noticed public hearing on proposed General Plan Amendment 15-1 and the corresponding COHSP, Zone Change (ZC 15-1), and Draft Environmental Impact Report ("EIR") for the COHSP (State Clearinghouse No. 2015101047), at which time oral and documentary evidence was introduced along with the written recommendation of the Planning Department of the City of Duarte, and the Planning Commission received public testimony; and

WHEREAS, after careful study and the completion of the duly noticed public hearing, the Planning Commission adopted Resolution No. PC 18-1 recommending the City Council approve General Plan Amendment 15-1; and

WHEREAS, notice of a public hearing of the City Council on the proposed General Plan Amendment 15-1 was given in accordance with applicable law; and

WHEREAS, on March 13, 2018, the City Council of the City of Duarte held a duly noticed public hearing on proposed General Plan Amendment 15-1 and the corresponding COHSP, Zone Change (ZC 15-1), and Final EIR and Mitigation Monitoring and Reporting Program ("MMRP"), Statement of Overriding Considerations and CEQA Findings for the COHSP and its corresponding implementing actions (State Clearinghouse No. 2015101047), at which time oral and documentary evidence was introduced along with the written recommendations of the Planning Commission and Planning Department of the City of Duarte, and the City Council received public testimony; and

WHEREAS, at the public hearing, the City Council received and independently considered the staff report and all of the information, evidence, and testimony presented in connection with the foregoing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, RESOLVES AS FOLLOWS:

Section 1. The Recitals above are true and correct and incorporated herein by this reference.

Section 2. Attached hereto as Exhibit "A" are amendments to the City's General Plan Land Use Element, as revised by this Resolution, where strikethrough text depicts deletions to the Land Use Element and gray highlighted, italicized text represents additions to the Land Use Element, and which is incorporated herein by this reference.

Section 3. Attached hereto as Exhibit "B" is a map entitled "Existing General Plan Land Uses" which depicts the properties General Plan land uses designations proposed to be amended, and which map is incorporated herein by this reference.

Section 4. Attached hereto as Exhibit "C" is a map entitled "Subject Properties," which depicts the properties to be designated as the "City of Hope Specific Plan" land use in the General Plan Land Use Diagram by this Resolution, and which map is incorporated herein by this reference.

Section 5. Based upon substantial evidence presented to the City Council during the public hearing, including written staff reports and verbal testimony, the City Council hereby finds and determines:

1. General Plan Amendment 15-1 is internally consistent with all other provisions of the General Plan. The Land Use Element of the General Plan promotes several goals that support the adoption of the COHSP and associated entitlements. Land Use Element Goal 2 seeks compatible and harmonious land use by providing a mix of uses consistent with projected future social, environmental and economic conditions. Land Use Element Goal 3 provides policy direction to provide unique areas to better serve the needs of Duarte residents and businesses. If adopted, the proposed General Plan Amendment would implement the proposed COHSP, which implements goals set forth in the General Plan, which provides direction for the development of the campus over several decades, addresses sustainable practices both on and off-campus, promotes compatibility with surrounding areas, and provides a unique and flexible policy document that facilitates Campus growth and recognizes connections with the greater community.
2. General Plan Amendment 15-1 will not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The purpose of the proposed General Plan Amendment is to implement the COHSP, which provides a comprehensive framework for the long-term growth and development of the entire Campus, provides clarity in processes and in the coordination between City of Hope and multiple jurisdictions, and strengthens the relationship between City of Hope and its neighbors. If adopted, the proposed Plan would define permitted uses, regulate the sizes and locations of buildings, specify design guidelines and development standards, address mobility and connectivity topics, identify project infrastructure and services, and provide administrative and implementation language for the entire Campus of approximately 116 acres.
3. The affected properties are physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. The City studied the physical suitability of the Campus and adjacent environs as part of the preparation for the City of Hope Specific Plan and associated Draft Environmental Impact Report.

Section 6. The City Council hereby accepts the recommendation of the Planning Commission to adopt General Plan Amendment 15-1.

Section 7. Based upon the substantial evidence and testimony received at public hearing and the findings and conclusions set forth hereinabove, the City Council hereby adopts General Plan Amendment 15-1. The City Council hereby ratifies and approves any and all actions taken by the staff, departments, and commissions of the City of Duarte prior to the adoption of this Resolution for the preparation, review, and consideration of General Plan Amendment 15-1.

Section 8. The City Council finds and determines that the adoption General Plan Amendment 15-1 is in compliance with the California Environmental Quality Act pursuant to Public Resources Code Section 21000 *et seq.* ("CEQA"), and State regulations in Title 14 of the California Code of Regulations, Section 15000 *et seq.* ("CEQA Guidelines") because a Final EIR, MMRP, and Findings of Fact and Statement of Overriding Considerations for the COHSP and its implementing actions (which include General Plan Amendment 15-1) have been certified by the City Council prior to the City Council's action on General Plan Amendment 15-1.

Section 9. This Resolution shall not be codified but shall amend the City's General Plan Land Use Element and Land Use Diagram as set forth in Exhibits "A" and "C" attached hereto.

Section 10. If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this Resolution is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Resolution or any part thereof. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Resolution irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end the provisions of this Resolution are declared to be severable.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Duarte on this 13th day of March, 2018.

/s/ John Fasana
Mayor John Fasana

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 18-03 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 13th day of March, 2018, by the following Roll Call vote:

AYES: Councilmembers: Paras-Caracci, Finlay, Reilly, Fasana
NOES: Councilmembers: None
ABSENT: Councilmembers: Kang

/s/ Marla Akana
City Clerk Marla Akana
City of Duarte, California

Attachments:

- Exhibit "A" - Amendments to the City of Duarte General Plan Land Use Element
- Exhibit "B" - Existing General Plan Land Uses map
- Exhibit "C" - Subject Properties map

CHAPTER 5 LAND USE

(Exhibit A, Resolution 18-R-03)



Deletions shown as ~~strikethrough text~~

Additions shown as *gray highlighted, italicized text*

INTRODUCTION

Many goals and policies within the other General Plan Elements are brought together in the Land Use Element as land use policy. The Land Use Element reflects where open space areas will be located, where it is unsafe to build and how best to protect the community from natural and/or man made hazards, where jobs and revenue producing businesses will be located, where different types of housing densities will be located, how people and goods will be transported throughout the community, and much more. This Element serves as a central framework for the entire Comprehensive General Plan.

Land Use Element Statutory Requirements

California law requires that each city's General Plan included a Land Use Element.

"... a land use element that designates the proposed general distribution and general location and extent of the uses of the land for housing, business, industry, open space, including agriculture, natural resources, recreation, and enjoyment of scenic beauty, education, public buildings and grounds, solid and liquid waste disposal facilities, and other categories of public and private uses of land. The land use element shall include a statement of the standards of population density and building intensity recommended for the various districts and other territory covered by the plan. The land use element shall identify areas covered by the plan which are subject to flooding and shall be reviewed annually with respect to those areas..."

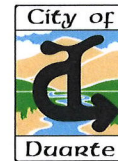
Relationship to other General Plan Elements and Program EIR

California law requires that all elements of the General Plan be consistent. The Land Use Element brings together the other eight (8) Duarte General Plan Elements. This will become evident in that some of the policies found in the other Elements will appear again in the Land Use Element.

It is a fundamental goal of the City to protect existing residential areas from higher densities and from redevelopment where practical. However, there are two general areas that are recommended for change. One is the Town Center area, located north of the I-210 along Buena Vista Street and Highland Avenue

CHAPTER 5 LAND USE

(Exhibit A, Resolution 18-R-03)



and Huntington Drive between these two streets. The other area is located north of the Gold Line Station and is slated for transit oriented mixed use.

A Program Environmental Impact Report (EIR) will be part of the 2005-2020 Duarte General Plan. Policies and mitigation measures within the Land Use Element will also become mitigation measures within the Program EIR.

GOALS, OBJECTIVES AND POLICIES

This section provides draft Goals, Objectives and Policies for the Land Use Element of the Duarte General Plan.

Land Use Goal 1: Maintain a balanced community consisting of various residential housing types and densities, commercial activities, industrial development, mixed use where appropriate, and open space.

Objective 1.1 Improve on Duarte's balance of uses.

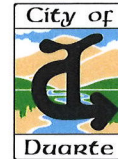
Policies

- LU 1.1.1 Where appropriate, require and review market studies to determine the mix and type of commercial development necessary to satisfy and sustain the needs for the Duarte trade area.
- LU 1.1.2 Encourage the development of a mix of housing types and densities to ensure a variety of housing to accommodate a range of tastes and incomes.
- LU 1.1.3 Encourage high-quality design for infill development, and continue to support new high-quality uses.
- LU 1.1.4 Expand regional economic development along the I – 210 corridor beyond current uses. In order to maximize revenue and enhance image, the City should investigate other major draws typical of an international trade center magnitude, hotel/convention complex, etc.

Land Use Goal 2: Develop compatible and harmonious land uses by providing a mix of uses consistent with projected future social, environmental and economic conditions.

CHAPTER 5 LAND USE

(Exhibit A, Resolution 18-R-03)



Objective 2.1 Ensure that future development complements surrounding areas.

Policies:

- LU 2.1.1 New infill residential development should be compatible in design, bulk, and height with existing nearby residential development as referenced in Duarte's Architectural Design Guidelines and applicable Specific Plans.
- LU 2.1.2 Permitted uses along Huntington Drive should accurately reflect economic market conditions and incompatible uses and activities should be eliminated.
- LU 2.1.3 Provide for the shopping and service needs of residents by conveniently clustering commercial establishments in such a way to encourage "one-stop" shopping.
- LU 2.1.4 Provide and encourage industrial development involved in research and development-oriented uses to help achieve a jobs housing balance.
- LU 2.1.5 Restrict development in areas prone to seismic and other safety hazards.
- LU 2.1.6 Hillside development must be sensitive to the local views of the hills and to the natural environment.
- LU 2.1.7 Make every effort to ensure that industry and residences, where located in close proximity, will be compatible neighbors with non-industrial uses located nearby, and with neighboring cities as well.

Land Use Goal 3: Provide unique areas to better serve the needs of Duarte residents and businesses.

Objective 3.1 Improve the land use mix in selected areas so that it generates synergies and convenience to patrons and

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residents.

Policies:

- LU 3.1.1 Develop and promote Specific Plan areas that provide the flexibility needed to make these places unique.
- LU 3.1.2 Develop and implement a flexible specific and strategic plan for the Town Center.
- LU 3.1.3 Assess the cost/benefits of providing public improvements and assistance within a Town Center area.
- LU 3.1.4 Create and implement a flexible mixed use Transit Oriented Development Specific Plan for the current non-residential area north of the Gold Line Station.
- LU 3.1.5 If the Duarte Gold Line Station becomes a reality before 2020, consider a thorough analysis of a potential amendment to the General Plan to provide expanded Transit Oriented Development for additional area north and west and east of the Gold Line Station.
- LU 3.1.6 Promote the use of mixed land use techniques and construction methods to provide more housing and minimize housing costs without compromising basic health, safety and aesthetic qualities.

RELATED AGENCIES, LAWS AND PLANS

Duarte Development Code

The Development Code is the principal implementation tool for a General Plan. State law requires that Development Codes be consistent with the General Plan. The Duarte Development Code can be found in Title 19 of the Duarte Municipal Code. The Development Code establishes specific regulations for the use and development of land in zoning districts within the Duarte city limits.

Specific Plans

Duarte has adopted a variety of Specific Plans throughout the community. Government Code Section 65450 – 65457 provides for the adoption of Specific

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Plans. As with the Development Code, a Specific Plan is required to be consistent with the General Plan. A Specific Plan provides flexibility from the Development Code which can provide a unique character to a development.

Southern California Association of Governments (SCAG)

SCAG functions as the Metropolitan Planning Organization for six counties: Los Angeles, Orange, San Bernardino, Riverside, Ventura and Imperial. The region encompasses a population exceeding 15 million persons in an area of more than 38,000 square miles.

As the designated Metropolitan Planning Organization, SCAG is mandated by the federal government to research and draw up plans for transportation, growth management, hazardous waste management, and air quality. Additional mandates exist at the state level. As an example SCAG is required by State law to allocate the existing and projected housing needs for each city and county in its region. SCAG, in cooperation with the San Gabriel Valley Council of Governments (SGVCOG), the COG in which Duarte is located, prepared the "Regional Housing Needs Assessment" referenced in the Housing Element.

South Coast Air Quality Management District (AQMD)

The AQMD is the agency principally responsible for comprehensive air pollution control in the South Coast basin. Specifically, the AQMD is responsible for monitoring air quality and planning, implementing, and enforcing programs designed to attain and maintain state and federal ambient air quality standards in the district. Programs developed include air quality rules and regulations that regulate stationary source emissions, including area and point sources and certain mobile source emissions. The AQMD is also responsible for establishing permitting requirements and issuing permits for stationary sources and ensuring that new, modified, or relocated stationary sources do not create net emissions. The AQMD enforces air quality rules and regulations through a variety of means, including inspections, educational and training programs, and fines. AQMD rules and regulations have and probably will continue to affect land use decisions made by the public and private sectors.

Other General Plan Elements

The Safety Element identifies areas which could be flooded due to the failure of Morris, San Gabriel and/or Cogswell dams. The Safety Element also shows seismic, wildfire, and geologic hazards which affect land uses in Duarte. The Circulation Element shows the city's street and transit systems serving various

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land uses throughout the community. The Open Space/Conservation Element identifies the city's parks, school grounds used as open space, wilderness areas and the National Forest. The Housing Element includes policies for providing housing for all economic groups. The Land Use Element Diagram reflects where this housing can be provided. The Economic Development Element identified policies which will provide the revenue and jobs necessary to have balanced land use in the community. The Noise Element provides policies to mitigate noise generators from noise receptors. And, the Historic Preservation Element provides policies which will preserve significant resources in the community.

LAND USE PLAN

The Community Attitude Survey conducted in September 2005 revealed that 70% of the residents that responded to the survey (21% of the 8,940 mailed surveys responded), felt quality of life in Duarte was excellent or good. Also, Duarte is essentially built out. As a result, the Land Use Plan seeks to keep things generally as they are with a few exceptions.

The Land Use Plan describes the approach that will be used to build upon the city's sound planning base. The Goals, Objectives, Policies and Implementation Measures provide the basis for the Land Use Plan. The approach is to keep the small town atmosphere while providing a favorable balance of land uses. Of utmost importance is to continue to provide a healthy local economy so that the residents and businesses of Duarte can continue to maintain a high level of city services.

Land Use Acreage Calculation

Most General Plan Land Use plans are calculated on net acreage instead of gross acreage. Net acreage is adjusted to exclude the land area devoted to streets and roadways. Gross acreage includes the land area utilized for streets and roads. Duarte's General Plans have always used gross acreage. As a result, the 1989 Duarte Land Use Diagram, which used gross acreage, provided unattainable residential densities. To be consistent with the General Plan, the Development Code also provided unattainable residential densities. As an example, the 1989 General Plan provided for 21 units for gross acreage for medium density residential while in practice only 15 units were being produced. The 1989 General Plan provided for 28 units per gross acre for high density residential while in reality only 23 units per acre were being produced. These lower densities were not solely because of the gross acreage issue. Part of the

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reason was market driven because builders wanted to build detached housing with more private open space area.

The 2005 – 2020 General Plan Land Use Element adopts net acreage instead of gross acreage to make densities and intensities more realistic. Also, because Duarte is essentially built out, adopting net acreage will bring the General Plan and the Development Code into conformance with what is actually built.

While the 2005-2020 General Plan Land Use Element makes allowable densities and intensities more realistic, it provides for higher densities in two Mixed Use areas. These areas are the Town Center mixed use area and the Duarte Station Specific Plan areas.

Land Use Balance

When major stakeholders were asked to define Duarte to someone who had never been to the community many said “Duarte has a small town feel”, a “bedroom community” with “wonderful parks and recreation programs”, “quality, friendly and diverse people and neighborhoods”. Half of the business survey respondents also lived in Duarte.

Except for businesses with direct access to the I-210 freeway, Duarte businesses tend to be small mom and pop establishments serving a local market. Duarte’s location and surrounding geography limit its ability to expand or attract major retailers. However, the balance between residential, commercial office commercial retail and industrial property is quite good. Duarte is home to the world renowned City of Hope with its 2,500 employees. Duarte’ parks and open spaces are numerous for such a small community and recreation programs are the envy of some surrounding communities.

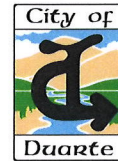
Land Use Diagram

The Land Use Diagram (LU-1) shows the City’s vision for the development, redevelopment, and preservation of public and private properties within Duarte until the year 2020. The Diagram designates the distribution and general location of land to be used for housing, business, public facilities, open space, and institutional uses.

The Land Use Diagram is different from a zoning map. First, a Zoning Map is an implementation tool required to be specific and show individual parcels. Each land use designation on the Land Use Diagram typically has more than one consistent zoning district. The Land Use Diagram shows a generalized

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description of where land use designations are located so that it is not confused with the zoning map. Also, the Land Use Diagram is only one policy of the General Plan. Each policy within the General Plan is equally as significant.

Land Use Classifications

The Land Use Diagram (LU-1) illustrates the various types and distributions of land uses planned for Duarte. Most land use classifications and designations are the same as those shown on the 1989 Land Use Plan except for portions identified as the Town Center and those near the proposed Gold Line Station. There are seven land use classifications which are listed in Table LU-1 (a tabular description of the Land Use Diagram). These land use classifications serve to provide an orderly approach to development and maintenance of public open spaces by identifying the types of development allowed in these areas. Duarte's land use classifications include seven general categories: Residential, Commercial, Hospital, Industrial, Public/Quasi-Public, Open Space and Specific Plan Areas. Descriptions of each general land use designation are provided in the subsequent Land Use Designations section of this Plan.

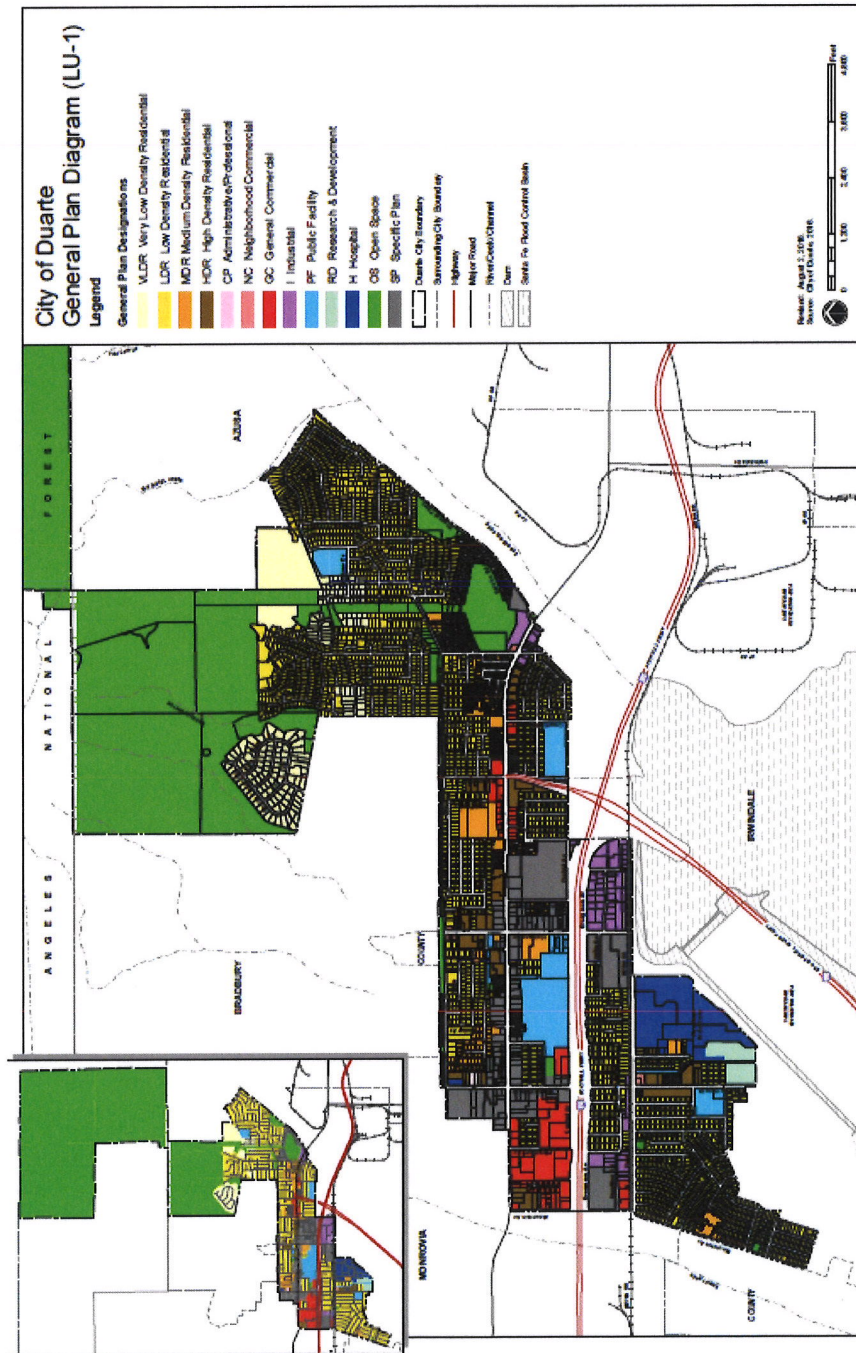
Land Use Densities and Intensities

Each of the land use classifications is further divided into land use designations. There are twenty-one (21) designations in Table LU-1. The Land Use Diagram consolidates some of these designations. The term density is used for residential uses and refers to the population and development capacities of residential land. Duarte's density is described in terms of dwelling units per net acre of land (du/ac). Maximum density is the top of the range for that category. As an example, Very low density provides a range of from 0 to a maximum of 3.5 du/ac. Low density provides a range of 3.5 to a maximum of 6 du/ac.

Intensity is used to describe the extent of development on a given parcel of land. Building floor area ratio, number of stories (floors), percent of lot coverage, or total building floor area square footage all describe intensity. Intensity is usually used to describe non-residential development. In the Duarte General Plan, floor area ratio (FAR) is used as the measure of non-residential development intensity. Examples of floor area ratio are shown on Figure LU-2. FAR describes the relationship between the total square footage of development on a lot and the area of that lot. Floor area does not include area within parking structures and parking lots. The FAR is determined by dividing the gross floor area of all buildings on a lot by the gross land area of the lot, less any portion used for public roads.

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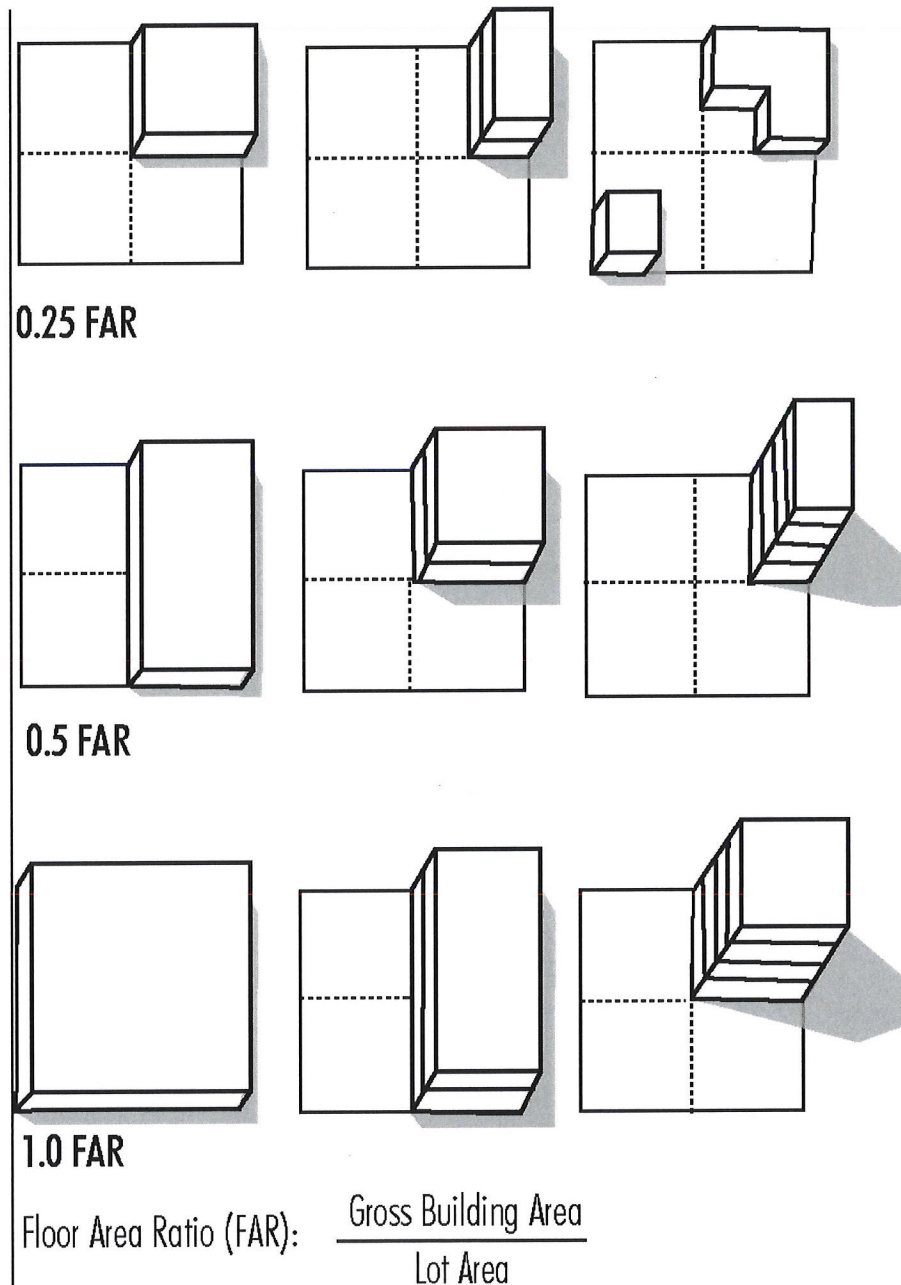


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**Figure LU-2
Example of Floor-Area Ratio (FAR)**



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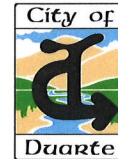


**Table LU-1
Land Use Classifications and Designations**

LAND USE DESIGNATION	DU's or FAR/net Acres Maximum	Anticipated	DESCRIPTION OF LAND USE DESIGNATION
Residential Land Use Classification			
Very Low Density	0-3.5 du/ac	2.5 du/ac	Detached homes, typically on large lots
Low Density	1-6du/ac	6du/ac	Detached single family homes
Medium Density	7-21du/ac	15 du/ac	Attached and/or detached housing
High Density	21-28 du/ac	23 du/ac	Attached housing
Commercial Land Use Classification			
Neighborhood	.25:1	.25: 1	Service uses serving neighborhood needs
General	.5:1	.5:1	General Retail, service and office uses
Administrative Professional	.5:1	.5:1	Office Professional uses
Hospital Use Classification			
Hospital	1.5:1	1.5:1	Properties owned by City of Hope and Santa Teresita
R&D	1.5:1	1.5:1	Research and development uses
Industrial Use Classification			
Industrial	.50:1	.50:1	Light industrial uses
Public/Quasi Public Classification			
Public School	N/A		Land owned by Duarte Unified School District and used for education, recreation, and administrative offices
City owned facilities	N/A		City offices, recreational facilities, maintenance facilities
County owned facilities	N/A		County Library, fire station
Utility easements	N/A		Edison, flood control easements, railroad
Streets, Freeway	N/A		City streets, I 210 Freeway
Open Space Classification			
Parks	N/A		City owned and dedicated parkland
Wilderness Area	N/A		City owned for the preservation of natural resources, and protection of health and safety
National Forest	N/A		Angeles National Forest open space for the preservation of natural resources, managed production of natural resources, protection of health and public safety, outdoor recreation
Specific Plan Areas Classification			
Planned communities and areas	varies	varies	Various single family housing, senior housing, multiple family housing, and commercial shopping centers
Town Center Mixed Use Area	Commercial use FAR varies	varies	Horizontal and/or vertical mixed commercial and high density residential housing; retail, service, office and hotel uses

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Duarte Station TOD Area	Mixed-Use, FAR varies	varies	Horizontal and vertical, transit-oriented development (TOD); mixed commercial and high density residential housing
City of Hope Area	varies	varies	Hospital, R&D, office, industrial, housing, hospitality and other ancillary uses

Land Use Designations

All land within the city limits (the planning area) of Duarte is assigned to one of twenty-one (21) land use designations as follows:

Residential Land Uses: As a predominately family oriented residential community, Duarte has four residential land use designations which provide for a variety of housing types. The maximum density listed for each residential land use designation may be exceeded by Housing Element policy as provided in California density bonus law as amended from time to time during the course of this General Plan. Mobile homes are allowed in all residential land use categories, subject to design review approval. Second units are allowed when attached to the primary residence and as authorized by Government Code Section 65852.2. Until this General Plan update, Duarte has used gross acreage to calculate densities. As a result, actual land use densities have been substantially under those found in the General Plan and Zoning Code. In an effort to make residential densities more realistic, net acres will be used in this General Plan for all densities and intensities. Also, because of builder's desires, other development requirements and, in some cases topography constraints, densities have been less than those shown in the General Plan and Zoning Code. As a result, Table LU-1 provides anticipated densities and intensities based on historical development.

1. Very Low Density: The very low density land use designation, primarily found in the foothills, provides for large lot single family detached homes. This designation allows a maximum density of 3.5 units per net acre. Based on historical records, anticipated densities for this land use designation should be 2.5 units per acre. Uses permitted include single family detached houses, horses and associated structures. Zoning Districts that correspond with this land use designation are: R-1F (80,000 sq. ft. lots), the R -1D (20,000 sq. ft. lots) and the R-1B (10,000 sq. ft. lots). Conditional uses allowed in this category include the boarding of horses.

2. Low Density: The Low Density land use designation is the predominant residential area within the city. It can be found throughout the community. This designation allows a maximum density of 6 units per net acre.

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Because of the size of the parcels and development standards the anticipated density for properties in this designation is 6 detached single family units per acre depending on the zoning district in which the property is located. Zoning Districts that correspond with this land use designation are the R -1A (7,500 sq. ft. lots) and R -1 (6,500 sq. ft. lots). Conditional uses allowed in this category include churches, country clubs, golf courses and related activities, educational institutions, and publicly owned facilities including parks.

3. Medium Density: There are pockets of medium density residential areas throughout Duarte. The Zoning Districts that correspond with these land use designations are Planned Unit Development (PUD), R-MH R-2 and R-3. The R -2 zone provides for one or two family detached or attached dwellings. The R-3 zone provides for denser multiple family dwellings, mixed detached and attached residential developments, Planned Residential Unit Development projects and duplexes. The R-MH zone has been created to accommodate residential mobile homes in planned, integrated mobile home parks. The purpose of the PUD zone is to allow innovative and flexible design standards. The Medium Density designation in the 1989 Plan allowed a maximum of 21 units to the gross acre. Based on historic records it is anticipated that 15 du/ac can generally be accommodated on Medium Density parcels. Allowed conditional uses are essentially the same as those in the low density designation with nursing homes, rest homes and senior housing added.

4. High Density: Pockets of high density residential tend to be concentrated between Royal Oaks Drive and Huntington Drive. Other small pockets are concentrated south of Duarte Road around Buena Vista. Until this General Plan, this had been the highest residential density allowed with a maximum of up to 28 units per gross acre (1989 Plan). This plan anticipates an average of 23 du/ac (net). More recent developments in High Density areas have provided only 17 du/ac because units tended to be large town-homes, 2-story buildings (rather than the 3 or 4 stories needed for the higher densities and developers elected to provide amenities that deducted from the total number of units provided). Allowable uses in the R-4 zone include multiple dwellings, including apartment houses, and similar permanent residential facilities and planned residential unit development projects. Conditional uses are those found in the R-2 and R-3 zones

Commercial Land Uses: Commercial uses bring revenue and jobs to a community which sustain the public services required for a healthy city. Because of physical barriers around Duarte, the mountains to the north, quarries in surrounding cities and the San Gabriel River and associated spread basin, Duarte's market area is limited. This makes retail development a challenge to

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attract the typical national retailers most cities seek to help generate much needed revenue. Even with these constraints, Duarte's commercial uses generate substantial revenue.

1. Administrative Professional: This is the most restrictive of the commercial land use designations. There are only two areas with this designation located on Huntington Drive and Buena Vista. The zoning district that corresponds with this designation is CP. Allowable uses tend to be general offices; medical offices, clinics, general research not including fabrication and laboratories or manufacturing/processing. Conditional uses include churches, child care facilities; general hospitals; lodges and meeting halls.

2. Neighborhood: This use designation is intended to provide neighborhood retail, service and office uses for businesses serving the daily needs of nearby residential areas, while preventing significant adverse effects on adjoining residential properties. Some smaller shopping centers are along Royal Oaks and Duarte Rd. The accompanying zoning district for these smaller centers is C - 1. Uses permitted within this zone are those found in the CP zone, including additional retail and service uses. Conditional uses include automobile service stations and drive-in restaurants.

3. General Commercial: The General Commercial designation is intended to provide for sites which will meet the shopping needs of the entire community and provide sites for regionally oriented uses along the I - 210 freeway corridor. The C - 2 zoning district corresponds with this designation. Permitted uses include those in the CP and C-1 zones, with expanded retail and service uses. Specific permitted uses in the C-2 zone include: auto sales and service; building supplies; department stores; furniture stores, sporting goods, printing and restaurants. Conditional uses include: auto rental; hotels and motels; theatres and similar uses.

Hospital Land Uses: Duarte is known as the City of Health, primarily because of the world renowned City of Hope. The City of Hope facility in Duarte has more than 300 physicians and scientists and more than 2,500 employees. The annual payroll for the City of Hope Duarte facility in 2005 was \$160 million. Santa Teresita Medical Center currently employs 250 people.

1. Hospital: The Hospital designation is intended to accommodate hospitals, rest homes, sanitariums and residential uses requiring a state or county license. The designation is also intended to accommodate medical professional offices and attendant medical facilities. There are two areas that have once had the Hospital designation. One is City of Hope and the

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other is Santa Teresita. *The City of Hope Area (Specific Plan) has replaced the former Hospital land use designation used for portions of the Campus.* The zoning district that corresponds with this designation is the H zone. Uses permitted include general hospitals (excluding sanitariums, nursing homes, convalescent homes, maternity homes or rest homes); medical professional offices; attendant medical facilities, including, but not limited to, pharmacies, physical therapy offices, laboratories, and clinics. Conditional uses are those typically associated with hospitals such as confectionery stores; florist; gift shops and the like.

2.R & D: This is a new designation in the 2005 – 2020 General Plan. The R & D designation is intended to provide for research and development uses primarily, but not exclusively for medical related research and development. This designation will also incorporate standards for office and administrative uses sometimes associated with R&D activities. In addition, this designation provides for all uses in the hospital designation.

The City of Hope anticipates building 360,000 sq. ft. of new Science Park on their campus. In addition, a five story 108,000 sq. ft. Cancer Immunotherapeutics and Tumor Immunology Center is being planned for groundbreaking in 2007. Employees for this center will come from work areas now housed in existing portable trailers on the City of Hope campus. *Former R&D land use designations on the City of Hope Campus have been replaced by the City of Hope Area (Specific Plan) designation.*

Industrial Land Use: Duarte's industrial area is limited with most activities located in industrial parks at the south east corner of the city.

1.Industrial: The Industrial designation is the least restrictive of the land use designations and in Duarte is intended to provide for light industrial uses. One larger area within the city has this designation and very small areas are located elsewhere. The main industrial area is northeast of the proposed Gold Line station currently improved with an industrial park and across Highland Avenue with Lewis Business Park. Under the prior General Plan accompanying zoning was the I-P zone and the M-1 zone. The I-P industrial park zone was intended to provide a district which will assure an environment conducive to research and development, fabrication and assembly, research institutions and administrative facilities all well designed and properly landscaped. There is no property zoned I-P at this time so the proposal is to eliminate the I-P zoning district. The M-1 zone (light manufacturing) is intended to provide for the development of industrial uses which include fabrication, manufacturing, assembly, or processing of materials that are in already

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processed form. Permitted uses include: commercial uses customarily incidental and directly related to the services or operation of the permitted industrial uses such as: administrative or sales office; auction house, automobile repair shop and the like. Manufacturing uses include: optical products, packaging business, ceramic products, electrical and electronic items, scientific instrument and precision equipment manufacturing and the like. Wholesaling and warehousing uses include: wholesaling and warehousing facilities, storage and distribution agencies. As the least restrictive zoning district in the city, conditional uses in this zone are many and can be found in section 19.66.030 of the city's zoning code.

Public/Quasi Public Land Uses: Public and Quasi Public uses are typically exempt from the city's zoning powers and as such are listed separately from

other privately regulated land uses. Also, these uses often tend to be on small parcels almost as a spot land use designation which is usually not the case with privately held land uses.

1. Public Schools: Duarte Unified School District (DUSD) owns all the public school land in Duarte. All five schools in Duarte include playgrounds, which are shared through agreement with the City of Duarte as parkland. The Land Use Diagram shows all public schools with a school symbol and have the Public/Quasi Public land use designation. However, because of the shared parkland agreements, a total of 26.54 acres of these sites are counted as open space. There are five elementary, one intermediate, one high school and one alternative education campus in Duarte and surrounding area plus administrative offices and a corporate yard for a total land area of 80 acres.

2. City Owned Facilities: A teen center is located on Buena Vista and two city corporate yards located north and south of Huntington Drive. These facilities are designated as Public/Quasi Public. City owned parks are designated as open space are addressed in the next section. The City of Duarte owns the City Hall complex including a community center, swimming pool, and senior center, which are designated part of the Town Center Specific Plan.

3. County Owned Facilities: The County of Los Angeles owns a fire station, library and the City pays the lease payments for the sheriff substation in Duarte. These facilities as well as a future location of the Sheriff sub-station are designated as Public/Quasi Public on the Land Use Diagram.

4. Utility easements: Edison high voltage power lines go through Duarte. These power lines provide substantial easements where development of

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structures cannot occur. The Los Angeles Flood Control also has detention and retention basins within and around Duarte. These areas are also not developable and provide open space for the community. The rail line which parallels Duarte Road is also classified as a utility.

5. Streets and Highways: In June 2006, the City of Duarte reported it maintains the following streets and roadways not including the I-210 (principal arterial) which is maintained by Cal-Trans:

- 3.010 miles of urban principal arterial (I – 210 Freeway)
- 5.910 miles of urban minor arterial (Huntington Drive)
- 5.593 miles of urban collectors
- 35.414 miles of urban local streets
- 49.927 miles of streets and roads

Open Spaces Uses: Over fifty percent of Duarte's land area is open space mostly because of the amount of National Forest within the city boundaries.

1.Parks: The City owns 39.21 active park acreages not counting the 26.54 acreage it leases from the Duarte Unified School District for recreational purposes. In addition, the 18.55 acre executive golf course, which is designated open space on the Duarte General Plan, is also used for recreational purposes. Parkland is designated as Open Space.

2.Wilderness Area: In December 2005 the City of Duarte purchased 329 acres of open space access. This natural hillside area, along with an additional 70 acres owned by the city is intended to be used as a preservation area for future generations to enjoy. This area is also designated Open Space. Attalla Ranch, a low density proposed development in the hillside, is proposing to dedicate 23 acres of wilderness open space to the City of Duarte.

3.National Forest: The largest land use within the city is 2,331 acres (53% of the city's total land area) of wilderness areas including 1,909 acres within the Angeles National Forest. As a national forest this land is protected from urbanization and is designated Open Space.

Specific Plan Areas: This is a new category in the 2005-2020 General Plan. Duarte's 1989 General Plan provided for a variety of specific plans and planned communities.

1.Planned Communities and Areas: The 1989 General Plan Diagram showed a Specific Plan/Hillside Overlay and makes reference to a Planned Development/Specific Plan Overlay in the text. The text makes reference to

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hillside and Westminister Gardens. The 2005-2020 General plan will eliminate the Planned Development and Overlay designation and replace it with Specific Plan designations for those projects which already have a Specific Plan. See Table LU-2 for these existing Specific Plans.

The Specific Plan land use designation is also applied to ~~two~~ **three** focus areas in the City, where a mixture of both high density housing and other uses would be permitted. One is the Town Center (see Town Center Mixed Use Area). ~~The second area~~ and the other is the area north of the proposed Gold Line station (see Duarte Station TOD Area, formerly known as the Gold Line Station Area Development). ~~The third focus area is City of Hope~~ (see City of Hope Area). See Specific Plan Areas below for more details on allowable uses within the focus areas. Specific Plans are typically used to develop unique land uses. Specific Plan development standards are drafted to be unique to fit the type of land uses desired.

2. See Town Center Mixed Use Area, Duarte Station TOD Area, and City of Hope Area below for more details on this new designation.

Specific Plan Areas

The City has prepared ~~19~~ **20** specific plans shown on Table LU-2. The column labeled "Specific Plan #" of Table LU-2 corresponds with numbers on the Land Use Diagram LU-1. For the most part, the specific plans shown in Table LU-2 were not mixed use and complied with the General Plan designation shown on the Land Use Diagram at the time they were adopted.

During the General Plan update process, the Town Center area and the Gold Line Station area were the only large land use areas anticipated for change.

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*Insert Table LU – 2, Approved Specific Plans as of May 2007
(in landscape orientation)*

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1. Town Center Mixed Use Area Specific Plan:

Some citizens of Duarte have wanted to help facilitate creation of a “downtown” area for years; a central gathering spot and a place where pedestrians can comfortably shop or stroll along storefronts, relax with friends in a plaza or come together for community events. In 2003, the Duarte Downtown Task Force studied the creation of a just such a downtown for Duarte. A “Town Center Concept Plan” was prepared by Moore Iacofano Goltsman, Inc (MIG). The Town Center Concept Plan identified an approximately one-mile stretch of Huntington Drive, along with the portion of Buena Vista Street from Huntington south to the I-210 freeway, as Duarte’s core town center, to be fostered and enhanced. The total land area identified for redevelopment or rehabilitation in the concept plan was approximately 28 acres. Given the opening of the Duarte Metro Goldline Station in 2016, the Town Center concept has been expanded to also include Highland Avenue, to promote enhanced mobility options and greater connectivity, and includes approximately 75 acres.

The Town Center Specific Plan is an action-oriented plan that sets standards and guidelines for new building forms, as well as land use and mobility regulations for activities within the Town Center. The Plan seeks to create a memorable, accessible, and economically vibrant Town Center. The Specific Plan is the result of extensive community engagement, planning, and design efforts. It builds upon community desires and aspirations from residents, businesses, property owners, stakeholders, City staff, the Planning Commission, and City Council.

The Duarte Town Center Specific Plan aims to be truly transformative. The Specific Plan is structured around a concept called “incentive zoning,” whereby increased development potential is provided if properties meet minimum lot sizes and/or provide community benefits such as, but not limited to, public plazas, public art, and funding for facilities and streetscape improvements. Through enhanced sidewalks, curb extensions (“bulbouts”) on Huntington, and new bike routes, the Plan will increase pedestrian and bicycle connections to the Town Center area, the Duarte Metro Gold Line Station, City of Hope, and the Duarte Bike Trail. The Specific Plan facilitates new development and business activity and expansion by allowing a range of land uses (new hotel, residential, shopping, and entertainment opportunities) built around community planning objectives and an economic analysis of current and upcoming market opportunities. Easy-to-follow design guidelines in the Specific Plan encourage high-quality development in keeping with clear architectural styles. This document represents the community’s cohesive vision and provides solutions to transform the area into a memorable, vibrant, pedestrian-oriented, and interconnected Town Center.

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2. Duarte Station TOD Area Specific Plan:

The first policy vision of a future Transit-Oriented Development (TOD) for the area adjacent to the Duarte Goldline Station was conceptualized in the 2007 adoption of the Duarte General Plan 2005-2020, in which the City Council approved the Gold Line Station Area Development Specific Plan land use designation, envisioning the construction of up to: 120 units of multiple-family residential, 100,000 s.f. office space, and up to 500 parking stalls for the Goldline Station. General Plan Amendment 13-1 and related Duarte Station Specific Plan Environmental Impact Report amended the land use designation from Gold Line Station Area Development Specific Plan to Duarte Station Specific Plan (DSSP) for the three parcels identified in the Plan Area and located immediately north of the Duarte Gold Line Station.

Many things have changed since the 2007 General Plan and General Plan Amendment 13-1 was necessary for several reasons. Since 2007, changes in the market and overall economy created a new reality in the types and concentrations of uses that can succeed in the Plan Area. The City and region in general have been exposed to TOD concepts and the new economic reality from the last economic downturn, making many of the TOD land use projections from 2007 unrealistic. For instance, the creation of up to 120 residential units is far too small of a development on 19 acres and is economically unfeasible due to property acquisition and construction costs. Furthermore, the significant retail component sought by the IBI study is unlikely at the Duarte Station due to its proximity to freeways and a large population base, as well as changes to the retail landscape from 2008. Secondly, the City has approved two revised Housing Elements and is anticipating an additional revision by February 2014. In context of the DSSP, the Housing Element provides potential housing opportunity sites that must comply with the Regional Housing Needs Assessment, including those units that may be produced through implementation of the DSSP.

The City's 2007 General Plan designated the 19.08 acre parcels (3) as the Gold Line Station Area Development Specific Plan land use designation. The DSSP project required that General Plan Amendment 13-1 be adopted to reflect the community's commitment to a vibrant, mixed-use transit village near the light rail station. General Plan Amendment 13-1 amended the land use designation from Gold Line Station Area Development Specific Plan to Duarte Station Specific Plan for the three parcels identified in the Plan Area. The DSSP would permit the maximum development potential of up to 475 high-density residential uses, 250 hotel rooms, 400,000 square feet of office, and 12,000 square feet of commercial uses.

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(Exhibit A, Resolution 18-R-03)



3. City of Hope Area Specific Plan:

The City of Hope Plan would provide direction for enhancement and development over the next 20+ years. City of Hope is proposing additions to the existing outpatient (clinic), inpatient (hospital), research, office, industrial, warehouse, and hospitality uses. New parking structures and surface lots are also proposed, as well as internal roadways, open space improvements, and other long-term infrastructure improvements. These changes and improvements throughout the 116-acre City of Hope Campus would be implemented through the proposed City of Hope Specific Plan (COHSP), which will govern future development of the Campus, supporting its efforts to expand its research and treatment capabilities; accommodate the needs of patients and their families, faculty, staff, and the community; and help enable City of Hope to meet its commitment to transform the future of medicine.

The COHSP provides a comprehensive framework for the long-term growth and development of the entire Campus. The COHSP is designed to help City of Hope implement its long-term vision of the Campus while meeting the community-wide goals of the cities of Duarte and Irwindale. From the community's perspective, understanding the future desires of City of Hope helps the City make better land use decisions for the area by ensuring future growth impacts have been analyzed and planning off-site public improvements. The Specific Plan is intended to address unique factors related to the development of the Campus, provide clarity in processes and in the coordination between COH and multiple jurisdictions, and strengthen the relationship between City of Hope and its neighbors.

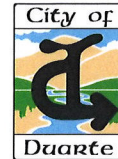
Zoning Consistency and Land Use Composition

State law requires the Development Code and Zoning Map to be consistent with the General Plan. The Development Code is the primary tool for implementing land use policy. Each General Plan land use designation must have one or more corresponding zone districts. In addition, the land use regulations and development standards in the Development Code must reflect the policy statements in the Land Use Element. While General Plan policies are general, Development Code regulation and development standards are specific.

Table LU-3 identifies the relationship between land use designation and the zoning districts. Table LU-3 also identifies the net acreage within each land use designation as shown on the Land Use Diagram LU-1. This diagram serves as the guide for future land use decisions made by City Staff, various City

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Commissions, and the City Council. Because Duarte is built out, most of the planned land uses shown on Diagram LU-1 correspond to existing development on the ground today. Table LU-3 lists acreage for each land use designation in accordance with the Land Use Diagram.

**Table LU-3
General Plan and Zoning Consistency**

Land Use Designation	Corresponding Zoning Districts	Acres
Very Low Density Residential	R-1F, R-1D, R-1B	120
Low Density Residential	R-1A, R-1,	645
Medium Density Residential	PUD, R-MH, R-2, R-3	89
High Density Residential	R-4	52
Administrative Professional	C-P	4
Neighborhood Commercial	C-1	3
General Commercial	C-2	92
Hospital	H	78
R&D	R&D	15
Industrial	M-1	53
Public School	P-F	80
City Owned Facilities	P-F	12
County Owned Facilities	P-F	2
Edison, Flood Control, Railroad	O	95
Streets and Freeway	None	478
Parks	O	39
Wilderness Areas	O	422
National Forest	O	1,909
Planned Communities and areas	Varies	131
Town Center Mixed Use Area	SP	75
Duarte Station TOD Area	SP	20
City of Hope Area	SP	116
Total Acres		4,350

Note: a factor of .0015625 is used to convert acres to square miles. 4,350 acres = 6.8 sq. miles

Development Capacity

The Land Use Element is required to include standards of population density and building intensity. Table LU-4 provides a statistical description of the anticipated densities or intensities for the twenty-one (21) General Plan land use designations within the City. The maximum allowable development on individual parcels is governed by these measures of density or intensity.

For various reasons, many parcels in the community have not been developed to their maximum density or intensity. In the future, development is anticipated to

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occur in a similar manner with only a limited number of properties being developed at the maximum density or intensity. Therefore, for much of the community, the projected (anticipated) future development intensity and density listed in Table LU-4 is based upon the intensity/density of existing development. Also, not all the acreage within each land use designation may be developed during the life of this General Plan which is the year 2020. However, for planning purposes all acreage in all land use designations was calculated for development.

Anticipated density and intensity is for planning purposes only and exceeding them on individual properties will not require a General Plan Amendment. Development can occur up to the maximum allowed density or intensity with required site and/or design review. Density bonus of at least 25 percent is required by state law to be offered for certain low or very low income housing developments. Table LU-4 also includes the planned land use and/or development densities/intensities for the “Town Center” and “Gold Line Station” Special Planning Areas. Table LU – 4 shows the 2020 General Plan has a build-out capacity of 25,418 estimated population, 7,702 estimated units, and 9,953,071 estimated non-residential square footage.

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**Table LU- 4
Density, Population Estimates and Intensity Potentials**

LAND USE DESIGNATION	ANTICIPATED DEVELOPMENT		ACRES	ESTIMATED DWELLING UNITS	ESTIMATED POPULATION	ESTIMATED SQ. FT. NON-RES.*
	DU/ACRE	FAR/ACRE				
Residential Land Use Classification						
Very Low Density	2.5	N/A	120	300	990	N/A
Low Density	6	N/A	645	3,870	12,771	N/A
Medium Density	15	N/A	89	1,335	4,406	N/A
High Density	23	N/A	52	1,196	3,947	N/A
Commercial Land Use Classification						
Neighborhood	N/A	.25:1	3	NA	NA	32,670
General	N/A	.5:1	92	NA	NA	2,003,760
Administrative Professional	N/A	.5:1	4	NA	NA	87,120
Hospital Use Classification						
Hospital	N/A	1.5:1	78	NA	NA	5,096,520
R&D	N/A	1.5:1	15	NA	NA	980,100
Industrial Use Classification						
Industrial	N/A	.5:1	53	NA	NA	1,154,340
Public/Quasi Public Classification						
Public School	N/A	N/A	80	-	-	-
City owned facilities	N/A	N/A	12	-	-	-
County owned facilities	N/A	N/A	2	-	-	-
Utility easements	NA	N/A	95	-	-	-
Streets, Freeway	N/A	N/A	478	-	-	-
Open Space Classification						
Parks	N/A	N/A	39	-	-	-
Wilderness Area	N/A	N/A	422	-	-	-
National Forest	N/A	N/A	1,909	-	-	-
Specific Plan Areas Classification						
Planned community and areas **	N/A	N/A	131	716	2,363	333,561
Town Center Mixed Use Area	varies	varies	See Town Center Specific Plan			
Duarte Station TOD Area	varies	varies	See Duarte Station Specific Plan			
City of Hope Area	varies	varies	See City of Hope Specific Plan			
Total			4,350	7,702	25,418	9,953,071

Note: Estimated residential dwelling units use California Department of Finance population of 3.3 persons per household (June 2006). * Estimated sq. ft. non-residential is based on the FAR.

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*** The Planned Community and Areas designation refers to projects already approved. These are either residential or commercial projects and are not mixed use developments. As a result, they are counted in the respective residential or commercial land use category.*

IMPLEMENTATION MEASURES

Government Code 65400 requires the legislative body to consider and adopt reasonable and practical means for implementing the General Plan. This is necessary so that the plan will serve as an effective guide for orderly growth and development, preservation and conservation of open-space land and natural resources, and the efficient expenditure of public funds relating to the subjects addressed in the General Plan. The State also requires an annual report to the legislative body, State Department of Housing and Community Development (HCD) and State Office of Planning and Research on the status of the plan and progress in implementing the plan. HCD checks to see if the city is making progress in meeting its fair share of regional housing needs and if the Land Use Element Diagram reflects policies found in the Housing Element.

This section provides an implementation matrix for policies found in the Land Use chapter. The matrix identifies the policy to be implemented, the implementation measure to be used for that policy, the responsible agency or department that will be implementing the measure, the funding source and the estimated timeframe to complete the implementation.

Responsible Agency:

All = All Departments
CD = Community Development
CM = City Manager

AS = Administrative Services
PS = Public Safety
P&R = Parks and Recreation

Funding Source:

GF = General Fund
G = Grants
DF = Development Fees

SF = State funds
FF = Federal Funds
OF = Other Funds

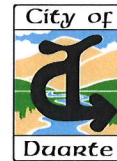
Implementation Timeframe (or as resources provide):

ST = Short-term by 2009
MT = Mid-term by 2015

LT = Long Term by 2020
On = Ongoing

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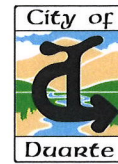


**Table LU - 5
Land Use Implementation Measures**

Policy #	Implementation Measure	Responsible Agency	Funding Source	Time frame
LU 1.1.1	Prepare market studies to see if Duarte can attract and sustain national or regional quality restaurants and stores.	CD	GF, OF	On
LU 1.1.2	Zone sufficient land for a balanced mix of residential uses.	CD	GF	ST
LU 1.1.2	Re-designate appropriate areas for high density residential during the General Plan update process of 2005-06	CD	GF	ST
LU 1.1.4	Keep abreast of current economic development opportunities and pursue those which will implement this policy.	CM	GF	On
LU 2.1.1	Review the Development Code and design guidelines to ensure adequate development and aesthetic standards. Require all infill development projects to undergo review by the Architectural Design Review Board and be consistent with design guidelines. Work to prevent light spillage from one land use to another.	CD	GF	On
LU 2.1.2	Conduct an annual review of activity on Huntington Drive to determine applicability of General Plan policies.	CD	GF	On
LU 2.1.3	New commercial development along Huntington Drive should be concentrated in nodes at key intersections. Continue to support the Architectural Review Board and its review of all commercial projects in the city. Utilize the community design manual to ensure neighborhood commercial uses are aesthetically compatible with existing neighborhoods.	CD	GF	On
LU 2.1.4	Revise the Development Code to encourage research and development-oriented uses associated with City of Hope and/or other high quality businesses.	CD	GF	ST
LU 2.1.5	Comply with implementation measures of the Safety Element.	CD	GF	On
LU 2.1.6	Use the city's development review process to regulate hillside development.	CD	GF	On

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LU 2.1.7	Designate these uses as nonconforming land uses and initiate abatement procedures which will allow for their removal.	CD	GF	MT
LU 3.1.1	Designate specific plan areas on the Land Use Diagram.	CD	GF	MT
LU 3.1.2 LU 3.1.6	Provide for vertical and/or horizontal mixed use with unique parking and design standards. Encourage land use intensification of the proposed Town Center area for mixed-use development with an emphasis on retail development on the ground floor and higher density residential on upper floors. Work to improve parking issues relative to overall numbers and proximity to businesses.	CD	GF	MT
LU 3.1.3	Continue to perform studies relative to land, relocation, demolition, remediation and construction cost. Identify potential businesses to locate in the Town Center area.	CD	GF	On
LU 3.1.4 LU 3.1.6	Work with existing property owners to develop a Specific and Strategic Plan for the area immediately after the General Plan is adopted.	CM, CD	GF	ST
LU 3.1.5	Monitor the progress of the Duarte Gold Line station on a monthly basis.	CM, CD	GF	On

Deletions shown as ~~strikethrough text~~

Additions shown as *gray highlighted, italicized text*

EXHIBIT B: EXISTING GENERAL PLAN LAND USES

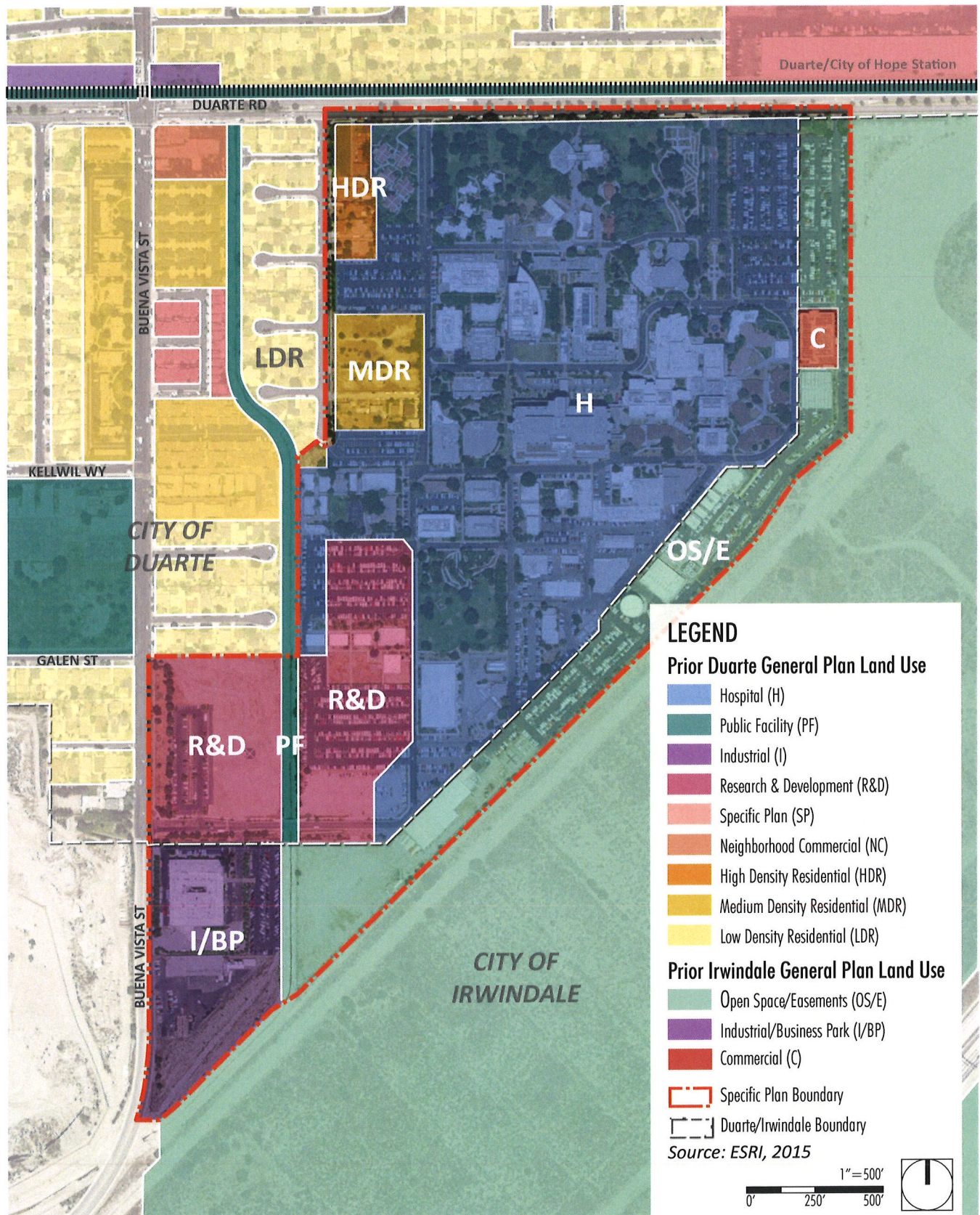
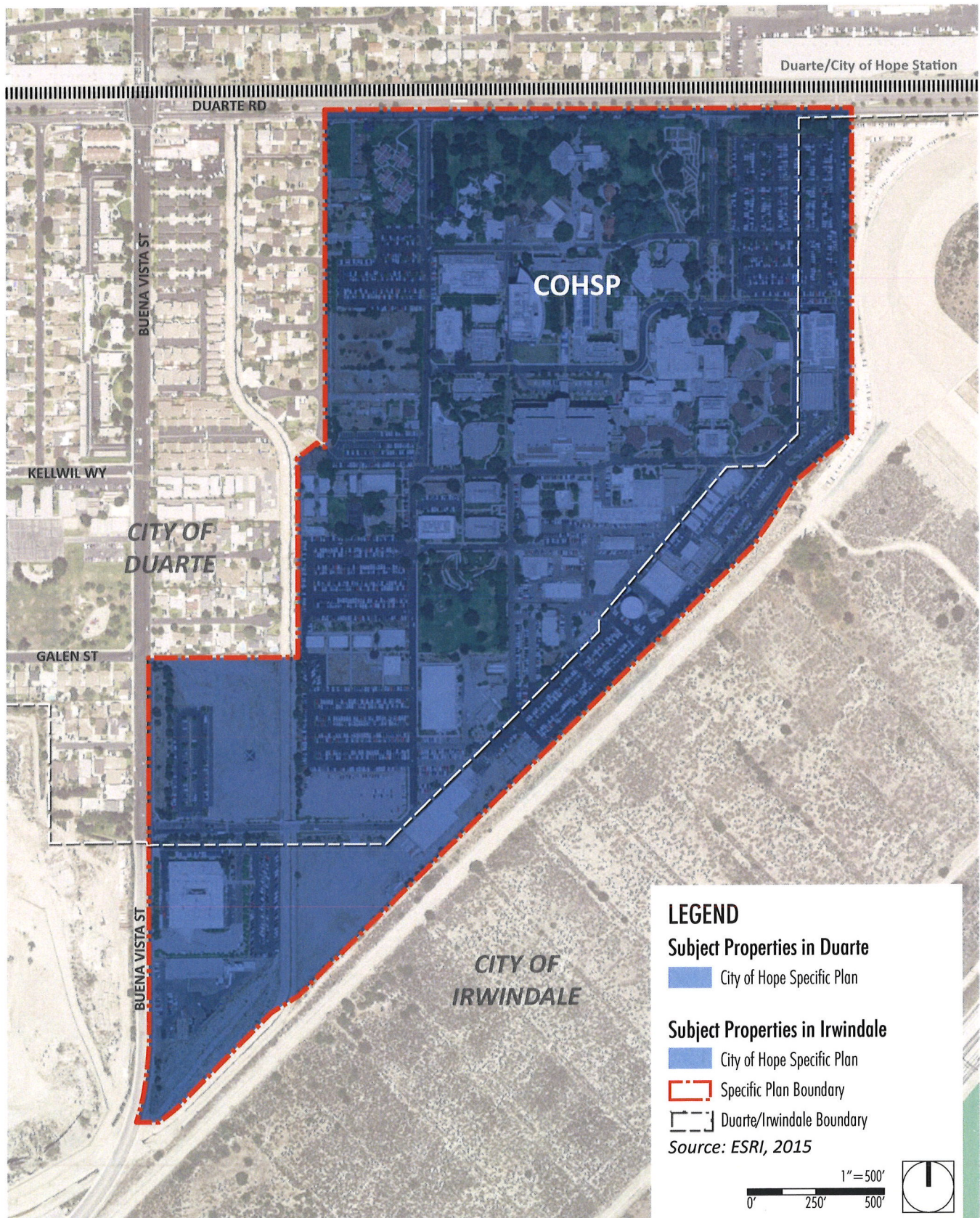


EXHIBIT C: SUBJECT PROPERTIES



PUBLIC PARTICIPATION, INTERDEPARTMENTAL & EXTERNAL AGENCY COORDINATION SUPPLEMENT

Throughout the entire process, public outreach and coordination both within and outside the organization was an important focus. Multiple meetings were held with both residents from the adjacent Cinco Robles neighborhood and the general public. Meetings and the public hearing tonight were advertised through mailed notices to property owners within 600' of the project boundaries, posted at the standard three public locations within the City, published in the Pasadena Star News or Duartean newspaper and posted on the City's website. Furthermore, a City of Hope Specific Plan and EIR webpage on the City's website was created specifically for this project and included links to the entire specific plan, DEIR, and DEIR appendices. The following meetings have been held on this project:

1. An initial meeting was held in October 2013 with Cinco Robles property owners to present the project and listen to concerns.
2. A second meeting was held in late November 2013 at the City of Hope Campus. This meeting was designed to address and gather initial comments from the larger Cinco Robles neighborhood, including Asti, Marand, Pengra and Noyon Street residents.
3. The scoping meeting, associated with CEQA's required Notice of Preparation, was held on October 19, 2015. Approximately 10 people attended the meeting. Comments on the scope of the EIR were accepted through November 16, 2015. Eleven responses were received during the scoping period – one from a resident and 10 from other governmental agencies.
4. A community meeting on the Campus Plan and DEIR was held on December 6, 2017 at the Duarte Community Center. A presentation and Q&A period were provided to 12 attendees and a handful of City of Hope representatives. The meeting coincided with the release of the Notice of Availability (NOA). The public comment period for the NOA began on November 15, 2017 and concluded on January 4, 2018. The required 45-day comment period was extended by several days to account for the holidays.
5. January 16, 2018 Planning Commission public hearing.

The COHSP is a product that has involved the involvement of internal departments, other local agencies, the State and Native American groups. Significant input was provided by the Engineering Division related to infrastructure, circulation and utilities. Public Safety Department was integral in discussions with City of Hope Security and local law enforcement. The CEQA process requires coordination between local jurisdictions, utilities and many State agencies. A meeting was held early in the process with CalTrans to review impacted intersections and to explore traffic mitigation measures. The City also consulted with many Native American groups on archeological and cultural topics.

Involvement and coordination with the City of Irwindale has been extensive. The City of Hope straddles the city boundary on the easterly and southerly portion of the Campus. The COHSP intends for a large portion of the Campus in Irwindale to remain as infrastructure, warehousing and utility uses; however, there are plans for a new medical office building and parking structures and lots. There has been an ongoing dialogue with Irwindale's Planning, Public Works and City Attorney Departments in the creation of the plan, coordinating administrative processes, working on shared infrastructure and mitigation measures and planning for construction and implementation issues.



MEMORANDUM

Date: February 21, 2018

To: Jon Reuter, City of Hope

From: Larry J. Kosmont, CRE®, President & CEO, Kosmont Companies
Joseph Dieguez, Senior Vice President, Kosmont Companies

Subject: **Executive Summary of City of Hope Campus Plan
Economic Benefit Analysis**

1. Background & Purpose

Kosmont Companies ("Kosmont") was retained to prepare a summary-level analysis ("Analysis") of the potential economic benefits of the proposed City of Hope Campus Plan ("Project") to the Cities of Duarte and Irwindale and the greater Los Angeles County region. This memorandum summarizes key findings from the Analysis.

2. Project Description

The proposed Project contemplates the expansion and enhancement of City of Hope's approximately 116-acre campus over approximately 20 years, including the addition of approximately 1 million new square feet of outpatient, research, hospital, office and other improvements (net of demolition of existing structures).

Table 1 provides an overview of the Project by land use district. Development costs for full buildout of the Project over 20 years are estimated in the range of \$1.4 billion.¹ Table 2 provides an approximate summary of proposed Project buildout by jurisdiction. Table 3 provides an overview of proposed Project buildout population estimates.

¹ Development costs are estimates only, provided solely for the purpose of evaluating potential economic benefits. The actual level of development spending may vary based on market conditions and other factors.

Table 1: Proposed Buildout by Land Use District

Land Use District	Existing Conditions (GSF)	Proposed Demolition (GSF)	Proposed New Buildings (GSF)	Proposed Net New Development (GSF)	Existing with Net New (GSF)
Core Medical	1,421,417	(335,500)	1,366,000	1,030,500	2,451,917
Transitional Medical	5,958	0	0	0	5,958
Cultural Amenity	40,322	0	0	0	40,322
Infrastructure/Utility	133,153	(52,000)	60,000	8,000	141,153
Total	1,600,850	(387,500)	1,426,000	1,038,500	2,639,350

Source: City of Hope Campus Plan Draft Environmental Impact Report (2017), City of Hope (2016)

Notes: GSF = gross square feet

Table 2: Approximate Proposed Buildout by Jurisdiction

Jurisdiction	Proposed Demolition (GSF)	Proposed New (GSF)	Proposed Net New (GSF)
Duarte	(342,660)	1,307,000	964,340
Irwindale	(44,840)	119,000	74,160

Source: City of Hope Campus Plan Draft Environmental Impact Report (2017), City of Hope (2016)

Notes: GSF = gross square feet

Table 3: Proposed Population Buildout

User Group	Existing	Proposed	Net New
Patients	1,046	2,110	1,064
Employees	4,944	6,474	1,530
Physicians	418	729	311
Residents	40	80	40
Total	6,448	9,393	2,945

Source: City of Hope Campus Plan Draft Environmental Impact Report (2017), Fehr & Peers, Walker (2016)

3. Analysis Methodology

This Analysis uses the IMPLAN (IMpact analysis for PLANning) econometric input/output model developed by the IMPLAN Group to quantify the economic impact to the local region from Project construction and ongoing operations. This proprietary model estimates the economic benefits on the industries in a given geographic area based on known economic inputs, such as construction costs.

The model estimates benefits expressed in terms of increased employment, earnings ("labor income"), and economic activity ("output"). Employment is quantified in job-years during the construction period, due to the one-time / temporary nature of construction

activities. A job-year is defined as one year of employment for one employee. Employment during the ongoing operation period is quantified in permanent jobs. Labor income includes employee compensation (wages and benefits) and proprietor income. Output is defined by IMPLAN as the total value of industry production. For example, for service sectors, output is defined as sales. For retail and wholesale trade sectors, output is defined as gross margin. Direct, indirect, and induced economic benefits were evaluated.

Direct economic benefits refer to the initial changes resulting from a specific business activity (construction spending and on-site employment in this case). Applying these initial changes to the multipliers in the IMPLAN model will then simulate how the region will respond economically to these changes.

Indirect economic benefits will result from local industries buying goods and services from other local industries. Examples would include increased sales of medical supplies or food for patients, or other inputs related to the business operations of the Project.

Induced economic benefits occur through the re-spending of income received by employees that are directly or indirectly affected by the Project. Examples would include the goods and services normally associated with household consumption, such as housing, retail purchases, healthcare, and education-related spending.

Inputs for the IMPLAN analysis include the estimated construction costs over the life of the proposed Project and permanent on-site employment estimates, which have been provided by City of Hope. Inputs are summarized in Table 4.

Table 4: IMPLAN Economic Benefit Analysis Inputs

Construction Inputs (Industry Spending)	
Industry NAICS Category	IMPLAN Input
52 Construction of new health care structures	\$775,190,000
57 Construction of new commercial structures, including farm structures	\$560,140,000
53 Construction of new manufacturing structures	\$32,000,000
56 Construction of new highways and streets	\$15,933,333
51 Water, sewage and other systems	\$15,933,333
58 Construction of other new nonresidential structures	\$15,933,333
Ongoing Operation Inputs (Employment Change)	
Industry NAICS Category	IMPLAN Input
475 Offices of physicians	1,841 Jobs

Source: IMPLAN, Los Angeles County dataset (2018)

4. Summary of Analysis Findings

Construction-Related Impacts

During the construction period, the Project is estimated to create approximately 13,810 job-years² of employment (direct on-site jobs, indirect off-site jobs, and induced off-site jobs), approximately \$803 million in labor income (wages), and approximately \$2.2 billion in economic output as summarized in Table 5. These impacts do not include the ongoing operational / permanent jobs and related benefits that accrue as the Project is absorbed (estimated separately below).

The City of Duarte's estimated capture of construction related economic benefits is approximately 8,317 job-years (direct on-site jobs, indirect off-site jobs, and induced off-site jobs), approximately \$475 million in labor income, and approximately \$1.3 billion in economic output, based on proposed new development within the City's jurisdiction.

The City of Irwindale's estimated capture of construction related economic benefits is approximately 960 job-years (direct on-site jobs, indirect off-site jobs, and induced off-site jobs), approximately \$55 million in labor income, and approximately \$152 million in economic output, based on proposed new development within the City's jurisdiction.

Impacts from Ongoing Operations (Upon Full-Buildout after 20-Year Buildout Period)

Upon build-out and stabilization after the approximately 20-year buildout period, ongoing operation of the Project is estimated to create approximately 3,350 jobs (direct on-site jobs, indirect off-site jobs, and induced off-site jobs), approximately \$260 million in annual labor income, and approximately \$481 million in annual economic output as summarized in Table 6.

The City of Duarte's estimated capture of economic benefits from ongoing operation is approximately 1,740 jobs (direct on-site jobs, indirect off-site jobs, and induced off-site jobs), approximately \$165 million in labor income, and approximately \$237 million in economic output, based on proposed new development within the City's jurisdiction.

The City of Irwindale's estimated capture of construction related economic benefits is approximately 177 jobs (direct on-site jobs, indirect off-site jobs, and induced off-site jobs), approximately \$15 million in labor income, and approximately \$25 million in economic output, based on proposed new development within the City's jurisdiction.

² For reference, 13,810 job-years divided by approximately 20 years of buildout yields an annual average construction employment of approximately 690 jobs.

Table 5: Summary of Economic Benefits from Project Construction (Construction Period)

	Construction- Related Employment (Job-Years)	Construction- Related Labor Income	Construction- Related Economic Output
Direct (On-Site)	9,038	\$516,391,385	\$1,415,129,930
Indirect (Off-Site)	1,767	\$129,627,130	\$368,654,223
Induced (Off-Site)	3,002	\$157,337,672	\$447,446,777
Total Countywide	13,807	\$803,356,187	\$2,231,230,930
Estimated City of Duarte Capture	8,317	\$475,477,489	\$1,303,602,550
Estimated City of Irwindale Capture	960	\$55,262,137	\$152,332,430

Source: IMPLAN, Los Angeles County dataset (2018)

Notes:

Construction-related benefits are one-time over approximately 20-year buildout period.

Approximately 90% of direct benefits estimated to be captured on-site within the City of Duarte based on proposed new development within the City's jurisdiction.

Approximately 10% of direct benefits estimated to be captured on-site within the City of Irwindale based on proposed new development within the City's jurisdiction.

Approximately 5% of indirect and induced benefits estimated to be captured off-site within the Cities of Duarte and Irwindale (based on Project location and current city share of total county employment base).

Values in 2018 dollars

Table 6: Summary of Economic Benefits from Ongoing Project Operation
Upon Full 20-Year Buildout (Annual)

	Employment	Labor Income	Economic Output
Direct (On-Site)	1,841	\$175,357,502	\$250,516,546
Indirect (Off-Site)	534	\$33,233,787	\$85,784,214
Induced (Off-Site)	973	\$51,035,920	\$145,127,803
Total Countywide	3,349	\$259,627,209	\$481,428,563
Estimated City of Duarte Capture	1,740	\$164,520,496	\$237,245,227
Estimated City of Irwindale Capture	177	\$15,050,491	\$24,816,920

Source: IMPLAN, Los Angeles County dataset (2018)

Notes:

1,841 direct / on-site jobs includes estimated new 1,530 employees and 311 new physicians, consistent with the Draft EIR.

Approximately 90% of direct benefits estimated to be captured on-site within the City of Duarte based on proposed new development within the City's jurisdiction.

Approximately 10% of direct benefits estimated to be captured on-site within the City of Irwindale based on proposed new development within the City's jurisdiction.

Approximately 5% of indirect and induced benefits estimated to be captured off-site within the Cities of Duarte and Irwindale (based on Project location and current city share of total county employment base).

Estimated ongoing benefits upon full build-out and stabilization.

Values in 2018 dollars

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, AMENDING THE CITY OF DUARTE ZONING MAP TO CHANGE THE ZONING OF THIRTY PARCELS OF LAND FROM “HOSPITAL (H),” “TWO-FAMILY RESIDENTIAL (R-2),” AND “MULTIPLE-FAMILY RESIDENTIAL-HIGH DENSITY (R-4)” TO “CITY OF HOPE SPECIFIC PLAN” (ZONE CHANGE 15-1)

WHEREAS, the City of Hope has proposed a City of Hope Specific Plan (“COHSP”), which provides, *inter alia*, for the planned use and long-term development of the City of Hope Campus for next 20+ years; and

WHEREAS, in connection with its COHSP proposal, and in accordance with Chapter 19.142.020 of the Duarte Development Code, the City of Hope has also proposed a Zone Change to amend the City of Duarte Zoning Map as set forth in Exhibit “B” (attached hereto and made a part of this Ordinance), which changes the zoning for the parcels described in the next recital and depicted in Exhibit “A” (attached hereto and made a part of this Ordinance) from “Hospital (H),” “Two-Family Residential (R-2),” and “Multiple-Family Residential-High Density (R-4)” to “City of Hope Specific Plan” (“Zone Change 15-1”); and

WHEREAS, the City of Hope project site consists of thirty parcels of land, generally bounded by Duarte Road to the north; Cinco Robles Drive, the Duarte Flood Control Channel, and Buena Vista Street to the west; and the Santa Fe Flood Control Basin to the east and south {APN: 8533-005-009, 8533-005-(027-028), 8533-005-(030-035), 8533-006-(019-021), 8533-006-(031-032), 8533-006-(044-058), and 8533-007-066}; and

WHEREAS, on January 16, 2018, the Planning Commission of the City of Duarte (“Planning Commission”) held a duly noticed public hearing on Zone Change 15-1 and the related COHSP, General Plan Amendment (G.P.A. 15-1), and Draft Environmental Impact Report (“EIR”) for the COHSP (State Clearinghouse No. 2015101047), at which time oral and documentary evidence was introduced along with the written recommendation of the Planning Department of the City of Duarte, and the Planning Commission received public testimony; and

WHEREAS, after careful study and the completion of the duly noticed public hearing, the Planning Commission adopted Resolution No. PC 18-2 recommending the City Council approve Zone Change 15-1; and

WHEREAS, notices of a public hearing before the City Council on proposed Zone Change 15-1 was given in accordance with applicable law; and

WHEREAS, on March 13, 2018, the City Council of the City of Duarte held a duly noticed public hearing on proposed Zone Change 15-1 and the corresponding COHSP, General Plan



Amendment (G.P.A. 15-1), and Final EIR and Mitigation Monitoring and Reporting Program (“MMRP”), Statement of Overriding Considerations and CEQA Findings for the COHSP and its corresponding implementing actions (State Clearinghouse No. 2015101047), at which time oral and documentary evidence was introduced along with the written recommendations of the Planning Commission and Planning Department of the City of Duarte, and the City Council received public testimony; and

WHEREAS, on March 13, 2018, the City Council of the City of Duarte approved the corresponding General Plan Amendment (G.P.A. 15-1); and certified the Final EIR and Mitigation Monitoring and Reporting Program (“MMRP”), Statement of Overriding Considerations and CEQA Findings for the COHSP and its corresponding implementing actions (State Clearinghouse No. 2015101047); and introduced both Zone Change 15-1 and the corresponding COHSP; and

WHEREAS, a second reading of the ordinances (Zone Change 15-1 and COHSP) was delayed allowing the City of Irwindale to conduct public hearings before their Planning Commission and City Council. On May 9, 2018, the Irwindale City Council, with a recommendation from their Planning Commission, adopted by both by resolution and ordinance the Final EIR, Mitigation Monitoring and Reporting Program, Findings of Fact and Statement of Overriding Considerations; a General Plan Amendment; Zone Change; and an amended City of Hope Specific Plan that contained revisions informative and procedural in nature; and

WHEREAS, on October 9, 2018, the City Council of the City of Duarte held a duly noticed public hearing on the proposed Zone Change 15-1 and the corresponding revised COHSP, at which time oral and documentary evidence was introduced along with the written recommendations of the Planning Commission and Planning Department of the City of Duarte, and the City Council received public testimony; and

WHEREAS, at the public hearings, the City Council received and independently considered the staff report and all of the information, evidence, and testimony presented in connection with the foregoing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

Section 1. The Recitals above are true and correct and incorporated herein by this reference.

Section 2. Attached hereto as Exhibit “A” is a map entitled “Existing Zoning” which depicts the properties zoning designations proposed to be changed by Zone Change 15-1, and which map is incorporated herein by this reference.

Section 3. Attached hereto as Exhibit “B” is a map entitled “Subject Properties,” which depicts the properties to be designated as the “City of Hope Specific Plan Zone” by Zone Change 15-1, and which map is incorporated herein by this reference.



Section 4. Based upon substantial evidence presented to the City Council during the public hearing, including written staff reports and verbal testimony, the City Council hereby finds and determines:

1. Zone Change 15-1 is internally consistent with the General Plan and any applicable specific plan. The Land Use Element of the General Plan promotes several goals that support the adoption of the COHSP and associated entitlements. Land Use Element Goal 2 seeks compatible and harmonious land use by providing a mix of uses consistent with projected future social, environmental and economic conditions. Land Use Element Goal 3 provides policy direction to provide unique areas to better serve the needs of Duarte residents and businesses. If adopted, the proposed Zone Change would implement the proposed COHSP, which implements goals set forth in the General Plan, and which provides standards and guidelines for the development of the campus over several decades, addresses sustainable practices both on and off-campus, promotes compatibility with surrounding areas, and provides a unique and flexible regulatory document that facilitates Campus growth and recognizes connections with the greater community.
2. Zone Change 15-1 will not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The purpose of the proposed Zone Change is to implement the COHSP, which provides a comprehensive framework for the long-term growth and development of the entire Campus, provides clarity in processes and in the coordination between City of Hope and multiple jurisdictions, and strengthens the relationship between City of Hope and its neighbors. If adopted, the proposed COHSP would define permitted uses, regulate the sizes and locations of buildings, specify design guidelines and development standards, address mobility and connectivity topics, identify project infrastructure and services, and provide administrative and implementation language for the entire Campus of approximately 116 acres.
3. Zone Change 15-1 is internally consistent with other applicable provisions of this Development Code.
4. The properties affected by Zone Change 15-1 are physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and are served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate. The proposed use(s) and/or development authorized by Zone Change 15-1 will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. The City studied the physical suitability of the Campus and adjacent environs as part of the preparation for the COHSP and associated Final EIR.
5. Zone Change 15-1 and the adoption thereof complies with Government Code Sections 65853 - 65857.



Section 5. The City Council hereby accepts the recommendation of the Planning Commission to adopt Zone Change 15-1.

Section 6. Based upon the substantial evidence and testimony received at public hearing and the findings and conclusions set forth hereinabove, the City Council hereby adopts Zone Change 15-1. The City Council hereby ratifies and approves any and all actions taken by the staff, departments, and commissions of the City of Duarte prior to the adoption of this Ordinance for the preparation, review, and consideration of Zone Change 15-1.

Section 7. The City Council finds and determines that the adoption of Zone Change 15-1 is in compliance with the California Environmental Quality Act pursuant to Public Resources Code Section 21000 *et seq.* ("CEQA"), and State regulations in Title 14 of the California Code of Regulations, Section 15000 *et seq.* ("CEQA Guidelines") because a Final EIR, MMRP, and Findings of Fact and Statement of Overriding Considerations for the COHSP and its implementing actions (which include Zone Change 15-1) have been certified by the City Council prior to the City Council's action on Zone Change 15-1.

Section 8. This Ordinance shall not be codified but shall amend the City's Official Zoning Map as set forth in Exhibit "B" attached hereto.

Section 9. If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this Ordinance is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end the provisions of this Ordinance are declared to be severable.

Section 10. This Ordinance shall take effect thirty (30) days after its adoption. The City Clerk shall certify to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner provided for in the Duarte Municipal Code.

PASSED, APPROVED, AND ADOPTED after second reading at a regular meeting of the City Council of the City of Duarte this ____ day of _____, 2018.

MAYOR JOHN FASANA

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Ordinance No. _____ was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the _____ day of _____, 2018, by the following Roll Call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

City Clerk Marla Akana
City of Duarte, California

Attachments:

- Exhibit "A" – Existing Zoning map
- Exhibit "B" – Subject Properties map



EXHIBIT A: EXISTING ZONING

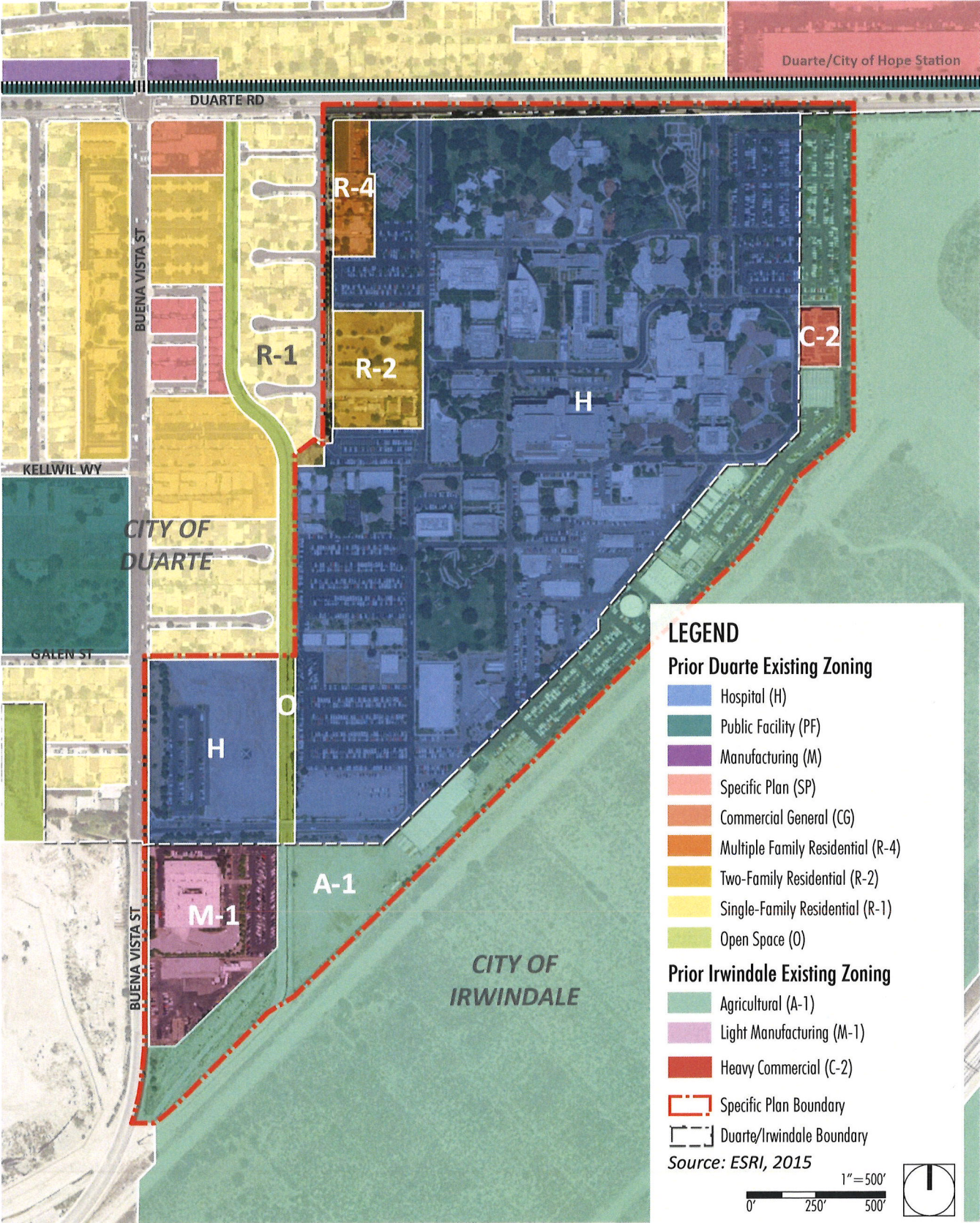
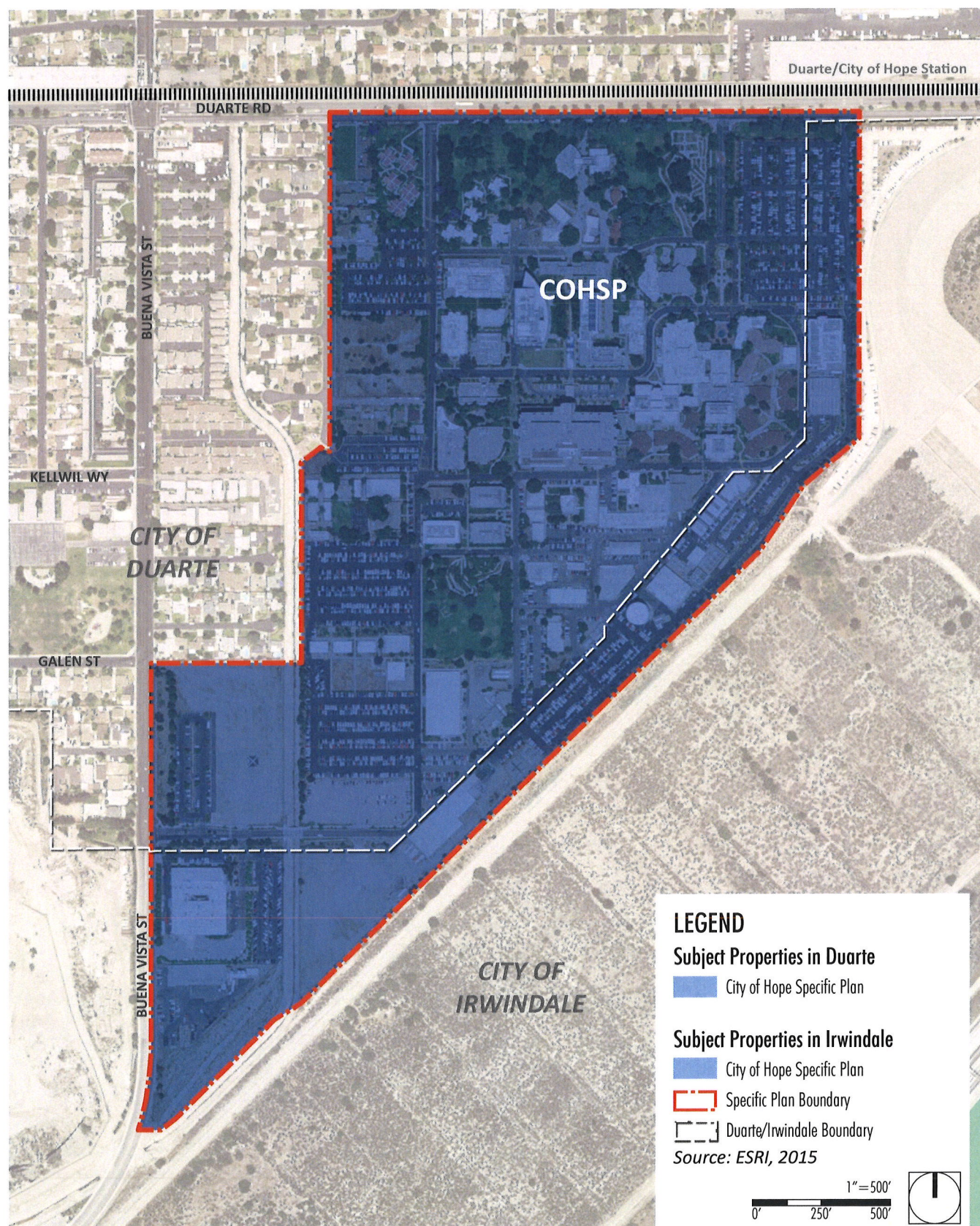


EXHIBIT B: SUBJECT PROPERTIES



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADOPTING THE CITY OF HOPE SPECIFIC PLAN DEFINING PERMITTED USES, REGULATING THE SIZES AND LOCATIONS OF BUILDINGS, SPECIFYING DESIGN GUIDELINES AND DEVELOPMENT STANDARDS, IDENTIFYING PROJECT INFRASTRUCTURE AND SERVICES, AND PROVIDING ADMINISTRATIVE AND IMPLEMENTATION LANGUAGE, FOR THIRTY PARCELS OF LAND GENERALLY BOUNDED BY DUARTE ROAD TO THE NORTH; CINCO ROBLES DRIVE, THE DUARTE FLOOD CONTROL CHANNEL, AND BUENA VISTA STREET TO THE WEST; AND THE SANTA FE FLOOD CONTROL BASIN TO THE EAST AND SOUTH

WHEREAS, Chapter 19.150 of the Duarte Development Code provides a process for preparing, processing, reviewing, adopting, and amending specific plans in compliance with Government Code Section 65450 et seq. or as that section may be amended or replaced from time to time; and

WHEREAS, the City of Hope has proposed a City of Hope Specific Plan (“COHSP”), which provides, *inter alia*, for the planned use and long-term development of the City of Hope Campus for next 20+ years; and

WHEREAS, the project location for the COHSP is generally bounded by Duarte Road to the north; Cinco Robles Drive, the Duarte Flood Control Channel, and Buena Vista Street to the west; and the Santa Fe Flood Control Basin to the east and south; and includes thirty parcels in the City of Duarte {APN: 8533-005-009, 8533-005-(027-028), 8533-005-(030-035), 8533-006-(019-021), 8533-006-(031-032), 8533-006-(044-058), and 8533-007-066}; and

WHEREAS, on January 16, 2018, the Planning Commission held a duly noticed public hearing on the proposed COHSP and corresponding General Plan Amendment (G.P.A. 15-1), Zone Change (ZC 15-1), and Draft Environmental Impact Report (“EIR”) for the COHSP (State Clearinghouse No. 2015101047), at which time oral and documentary evidence was introduced along with the written recommendation of the Planning Department of the City of Duarte, and the Planning Commission received public testimony; and

WHEREAS, after careful study and the completion of the duly noticed public hearings, the Planning Commission adopted Resolution No. PC 18-3 recommending the City Council approve and adopt the COHSP; and



WHEREAS, notices of a public hearing before the City Council on the proposed COHSP adoption, was given in accordance with applicable law; and

WHEREAS, a copy of the proposed COHSP as presented to the City Council is on file with the Community Development Department at City Hall, 1600 Huntington Drive, Duarte, California 91010, additional printed copies are also posted at the Duarte Public Library and the City of Duarte Public Safety Office, and an electronic copy is provided on the City's website; and

WHEREAS, on March 13, 2018, the City Council of the City of Duarte held a duly noticed public hearing on the proposed COHSP and corresponding General Plan Amendment (G.P.A. 15-1), Zone Change (ZC 15-1), and Final EIR and Mitigation Monitoring and Reporting Program ("MMRP"), Statement of Overriding Considerations and CEQA Findings for the COHSP and its corresponding implementing actions (State Clearinghouse No. 2015101047, at which time oral and documentary evidence was introduced along with the written recommendations of the Planning Commission and Planning Department of the City of Duarte, and the City Council received public testimony.

WHEREAS, on March 13, 2018, the City Council of the City of Duarte approved the corresponding General Plan Amendment (G.P.A. 15-1); and certified the Final EIR and Mitigation Monitoring and Reporting Program ("MMRP"), Statement of Overriding Considerations and CEQA Findings for the COHSP and its corresponding implementing actions (State Clearinghouse No. 2015101047); and introduced both the COHSP and the corresponding Zone Change 15-1; and

WHEREAS, a second reading of the ordinances (COHSP and Zone Change 15-1) was delayed allowing the City of Irwindale to conduct public hearings before their Planning Commission and City Council. On May 9, 2018, the Irwindale City Council, with a recommendation from their Planning Commission, adopted by both by resolution and ordinance the Final EIR, Mitigation Monitoring and Reporting Program, Findings of Fact and Statement of Overriding Considerations; a General Plan Amendment; Zone Change; and an amended City of Hope Specific Plan that contained revisions informative and procedural in nature; and

WHEREAS, on October 9, 2018, the City Council of the City of Duarte held a duly noticed public hearing on the revised COHSP and the corresponding Zone Change 15-1, at which time oral and documentary evidence was introduced along with the written recommendations of the Planning Commission and Planning Department of the City of Duarte, and the City Council received public testimony; and

WHEREAS, the City Council has considered the proposed COHSP; and

WHEREAS, the City Council has considered the staff report and all of the information, evidence, and testimony received at the public hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

Section 1. The Recitals above are true and correct and incorporated herein by this reference.



Section 2. Based upon substantial evidence presented to the City Council during the public hearing, including written staff reports and verbal testimony, the City Council hereby finds and determines:

1. The proposed COHSP is in the best interests and welfare of the City and its residents. The proposed COHSP provides a comprehensive framework for the long-term growth and development of the entire Campus, provides clarity in processes and in the coordination between City of Hope and multiple jurisdictions, and strengthens the relationship between City of Hope and its neighbors.
3. The proposed COHSP is consistent with the City's General Plan. The Land Use Element of the General Plan promotes several goals that support the adoption of the COHSP and associated entitlements. Land Use Element Goal 2 seeks compatible and harmonious land use by providing a mix of uses consistent with projected future social, environmental and economic conditions. Land Use Element Goal 3 provides policy direction to provide unique areas to better serve the needs of Duarte residents and businesses. If adopted, the proposed City of Hope Specific Plan, which implements goals set forth in the General Plan, would provide standards and guidelines for the development of the campus over several decades, address sustainable practices both on and off-campus, promote compatibility with surrounding areas, and provide a unique and flexible regulatory document that facilitates Campus growth and recognizes connections with the greater community.
4. The COHSP and the adoption thereof complies with Government Code Section 65450 *et seq.*

Section 3. The City Council hereby accepts the recommendation of the Planning Commission to adopt the COHSP.

Section 4. Based upon the substantial evidence and testimony received at public hearing and the findings and conclusions set forth hereinabove, the City Council hereby adopts the COHSP, on file with the Community Development Department and as presented to the City Council at the time of the adoption of this Ordinance, and the City Council hereby ratifies and approves any and all actions taken by the staff, departments, and commissions of the City of Duarte prior to the adoption of this Ordinance for the preparation, review, and consideration of the COHSP.

Section 5. The City Council finds and determines that the adoption of the COHSP is in compliance with the California Environmental Quality Act pursuant to Public Resources Code Section 21000 *et seq.* ("CEQA"), and State regulations in Title 14 of the California Code of Regulations, Section 15000 *et seq.* ("CEQA Guidelines") because a Final EIR, MMRP, and Findings of Fact and Statement of Overriding Considerations for the COHSP and its implementing actions have been prepared and circulated for public review and comment, and have been certified by the City Council prior to the City Council's action on the COHSP.

Section 6. If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this Ordinance is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or

effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end the provisions of this Ordinance are declared to be severable.

Section 7. This Ordinance shall take effect thirty (30) days after its adoption. The City Clerk shall certify to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner provided for in the Duarte Municipal Code.

PASSED, APPROVED, AND ADOPTED after second reading at a regular meeting of the City Council of the City of Duarte this ____ day of _____, 2018.

MAYOR JOHN FASANA

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Ordinance No. ____ was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the ____ day of _____, 2018, by the following Roll Call vote:

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

City Clerk Marla Akana
City of Duarte, California





CITY COUNCIL STAFF REPORT

Date: October 9, 2018

To: Mayor and City Council

Subject: **Development Agreement 2018-1** – Consideration of a Development Agreement Between the City of Duarte and the City of Hope Regarding the City of Hope Campus Plan and the Related Build-out in the Plan Area

Location: City of Hope
1500 Duarte Road

BACKGROUND

For the past several months, Staff has been working with the City Hope on a Development Agreement that will guide the specific plan implementation process. The goal of the Development Agreement is to provide benefits for both the City of Duarte and the City of Hope.

The City Council approved the City of Hope Specific Plan (Campus Plan) along with the related general plan amendment, zone change and Environmental Impact Report in March 2018. The Ordinance adopting the specific plan had first reading but second reading was held until the City of Irwindale acted on the project because a portion of the City of Hope campus is in Irwindale. The City of Irwindale City Council approved the project in May 2018 but made some minor technical changes to the plan, related to the how the permitting process works for structures that are bisected by city boundaries.

The Planning Commission considered the Development Agreement at its September 17 meeting and recommended approval.

ANALYSIS

The process for Development Agreements is set forth in the California Government Code and in the Duarte Development Code. A Development Agreement is a contract, in this case between the City of Duarte and the City of Hope. It will create benefits for both parties. Having a Development Agreement for large developments and expansion plans is not a requirement, but it is a proper tool to provide benefit to the City and reduced risk for the City of Hope.

The City will receive the following benefits in the proposed Development Agreement:

Circulation and Parking Impact Fee - The City of Hope will pay a \$400,000 one time impact fee to address the off-site impacts of circulation to the campus. The City will use these funds for local street and circulation improvements.

Transient Occupancy Tax – The City of Hope operates approximately 40 units that are used for overnight stays. This is the Property's Hope Village and Parsons Village areas of campus. The campus plan calls for a new hospitality building, but until that building is completed, the City of Hope is subject to the City's transient occupancy tax. The payment schedule will extend until a new hotel is constructed on campus to replace the current facilities. In this agreement, the City of Hope will pay the following:

Year 1:	\$75,000
Year 2:	\$95,000
Year 3:	\$105,000
Year 4:	\$115,000
Years 5 - 20:	\$125,000 (increasing annually after Year 5 based on CPI)

This provides an adequate in-lieu revenue to the City and also provides an incentive to the City of Hope to move forward quickly on a hotel that will, most likely, have more rooms thus creating an increased annual revenue.

Traffic Improvements – A mitigation in the EIR requires the installation of traffic signal improvements at the 210 West Freeway exit and Central Avenue. These improvements will also require upgrade to the existing traffic signals on Buena Vista Street and Central Avenue and Evergreen Avenue. The Development Agreement requires the City of Hope to either make those improvements or, if the City is able to negotiate signal improvements from another source, pay the City half of the cost of improvements. The City will use these funds for local street and circulation improvements.

The City of Hope also receives benefit in the proposed agreement. The agreement allows the City of Hope flexibility on its timeline to build out campus improvements. The City of Hope receives immunity from future development impact fees other than processing fees. The agreement also provides the City of Hope an entitlement to develop which basically means that the City will not use its legislative powers to make future changes to the specific plan that limits the build-out that is addressed in the specific plan and EIR.

RECOMMENDATION

Staff recommends that City Council approve Ordinance 18-O-08 which adopts the proposed Development Agreement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Hensley", with a stylized flourish to the left.

Craig Hensley, AICP
Community Development Director

Attached: Ordinance 18-O-08
 Development Agreement

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE APPROVING AND ADOPTING A DEVELOPMENT AGREEMENT BETWEEN CITY OF HOPE AND THE CITY OF DUARTE, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 65864 ET SEQ., AND CHAPTER 19.148 OF THE DUARTE DEVELOPMENT CODE, FOR DEVELOPMENT OF THE PROPERTY AT 1500 EAST DUARTE ROAD IN THE CITY, IN ACCORDANCE WITH THE CITY OF HOPE CAMPUS PLAN, A DEVELOPMENT PLAN FOR THE LONG-TERM GROWTH AND BUILD-OUT OF THE CITY OF HOPE CAMPUS AND ITS SURROUNDING AREAS, INCLUDING NEW INPATIENT, OUTPATIENT, AND RESEARCH AREAS, OFFICE USES, AND RELATED DEVELOPMENT, KNOWN AS THE CITY OF HOPE CAMPUS PLAN DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DUARTE AND THE CITY OF HOPE

WHEREAS, Chapter 19.148 of the Duarte Development Code provides a process for preparing, processing, reviewing, adopting, and amending Development Agreements in compliance with Government Code Section 65864 et seq. or as that section may be amended or replaced from time to time; and

WHEREAS, the City of Duarte and City of Hope recognize that the expansion, modernization, and development of City of Hope's property, located at 1500 East Duarte Road in the City (the "Property"), will contribute to the improvement of the City; and

WHEREAS, a development plan for the long-term growth and build-out of the City of Hope campus and its surrounding areas, including new inpatient, outpatient, and research areas, office uses, and related development, known as the City of Hope Campus Plan, proposes City of Hope facilities' expansion in proximity to jobs and public transit, and will build upon and enhance the existing hospital and research uses within the City; and

WHEREAS, this Development Agreement is requested by the Property Owner in order that the Project will enjoy certainty in its development entitlement approvals regarding density, and applicable rules, regulations, ordinances or policies; and

WHEREAS, the implementation of the Project Approvals as defined in the Development Agreement and related actions will allow further development of the Project consistent with the Project objectives; and

WHEREAS, Planning Commission reviewed the Development Agreement at a public hearing held September 17, 2018, and took public comment thereon, and as a result of such hearing, recommended to the City Council approval of the Development Agreement; and

WHEREAS, a copy of the proposed Development Agreement is and has been available for public review at City Hall, and a public notice was duly published in print and posted at the Duarte Public Library and the City of Duarte Public Safety Office; and

**NOW THEREFORE, IN LIGHT OF ALL OF THE FOREGOING, DOES HEREBY ORDAIN AS FOLLOWS:
AS FOLLOWS:**

SECTION 1. All the facts set forth in the Recitals of this Resolution are true and correct and incorporated herein by this reference.

SECTION 2. The City Council finds and determines as follows, findings for Development Agreements, as set forth in DDC Section 19.148.050.B:

1. The Development Agreement provides clear and substantial benefit to the residents of the City;

The Development Agreement provides several benefits to the City including promoting the development of the City of Hope campus area in accordance with the City of Hope Specific Plan. That plan charts the long term growth for one of the City's leading non-profit businesses, and a leader worldwide in advanced cancer and other medical treatments. The City of Hope is one of the most accomplished and distinctive of the City's many fine corporate citizens, and its success does now, and in the future will continue to, redound to the City's benefit in publicity, prestige, and access to premier health care services. In addition, the Development Agreement provides to the City benefit of funding for circulation and transportation improvements in the City, and establishes procedures for the collection of revenue from transient occupancy on the campus. These revenues provide the ability to address and fund projects for circulation and other improvements to respond to the impacts created by anticipated future development, both from the Project, and elsewhere.

2. The Development Agreement is consistent with the purpose, intent, goals, policies, programs, and land use designations of the General Plan, any applicable specific plan, and this Development Code;

The Development Agreement facilitates the policies, procedures, of the City of Hope Specific Plan, which has received extensive public review, from both an environmental and land use policy standpoint, and found to be compatible and consistent with the goals and policies in the Duarte General Plan, the Duarte Development Code and the City of Hope Specific Plan.

3. The Development Agreement complies with the requirements of Government Code Sections 65865 through 65869.5;

The Development Agreement has been developed to be consistent with California Government Code. It specifies duration, permitted property uses, density and intensity of use, building height and size requirements, and provisions for land for public purposes, all through reference to City of Hope Specific Plan standards and criteria. In addition, the Development Agreement contains provisions for periodic review per Duarte Development Code sec. 19.148.080.

4. The Development Agreement will promote the public convenience, health, interest, safety, and general welfare of the City and will not be detrimental to or cause adverse effects to adjacent property owners, residents, or the general public;

The Development Agreement is in the best interest and welfare of the City and its residents in that the Development Agreement provides the ability to address and fund projects for circulation and other improvements to respond to the impacts created by the increased development. It also assists in promoting the expansion of the City of Hope campus which will create jobs and an economic advantage to the city, as well as contributing to the city's identity as the City of Health.

5. The associated project will be compatible with the uses authorized in, and the regulations prescribed for, the zone in which the real property is located;

The Development Agreement charts a course for development that is consistent with, and anticipates the final approval of, the City of Hope Specific Plan, and assures that related Campus Plan and while providing for certain flexibility in terms of the location of contemplated improvements within designated land use areas and sequencing of future development, assures that such future development will be compatible with that plan.

6. The associated project will not adversely affect the orderly development of property or the preservation of property values;

The Development Agreement will provide revenue to the City with the purpose of funding projects for circulation and other improvements to respond to the impacts created by the increased development. The new and upgraded improvements anticipated as a function of campus buildout will create a positive economic impact by creating new and vibrant health care and related infrastructure, jobs, revenue from the permitting process, and general community investment which will be a positive impact on the community and property values.

7. The associated project will further important citywide goals and policies that have been officially recognized by the Council;

The Development Agreement promotes the buildout of the City of Hope campus, which is an expressed goal of the City Council.

8. The associated project will provide the City with important, tangible benefits beyond those that may be required by the City through project conditions of approval.

The City of Hope is the City's largest employer and the largest local landowner. The anticipated buildout of the campus plan will provide a significant advantage to the city economically. Increased jobs, both temporary during the 20 year build out and permanently, as a result of expansion, is a very positive benefit. The attraction of such jobs is anticipated to help provide demand for local residential development as employees serving the built-out campus seek nearby residences to shorten commutes, thereby helping the city meet housing goals, and adding newer housing to the city's housing stock. Increased investment in the community by a nationally recognized cancer treatment and research center is also a very positive benefit, and helps promote the city's identity as the City of Health

SECTION 4. Pursuant to Sections 15162 and 15168 of the Guidelines for the California Environmental Quality Act (CEQA) (set forth in Title 14 to the California Code of Regulations), the approval of the Development Agreement is covered by the environmental impact report for the City of Hope Campus Plan (State Clearing House No. 2015101047) (the "EIR"). After comprehensive review, the City Council certified the EIR on March 13, 2018, which included the adoption and approval of a mitigation monitoring plan, and a statement of overriding considerations. The EIR expressly contemplated a development agreement as one of the possible discretionary approvals. (See EIR Section 3.3.1.4). Therefore, this development agreement and the underlying project to which this development agreement relates have been adequately and comprehensively reviewed and approved, by way of the final certification of the EIR. Such EIR complies with CEQA's environmental review requirements, and the City Council finds, pursuant to Section 15162 of the CEQA Guidelines, that this development agreement is fully within the scope of that EIR, as no new effects could occur and no new mitigation measures would be required.

SECTION 5. Based upon all of the foregoing, Development Agreement 2008-01, a Development Agreement between the City of Duarte and the City of Hope, as provided in attached Exhibit A, is hereby approved.

SECTION 6: The City Clerk shall certify as to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner provided for in the Duarte Municipal Code.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2018.

Mayor John Fasana

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Ordinance 18-O-08 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the _____ day of _____, 2018, by the following vote:

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

City Clerk Marla Akana
City of Duarte, California

Exhibit A

Begins on Next Page

DEVELOPMENT AGREEMENT

by and between

THE CITY OF DUARTE

and

CITY OF HOPE

dated as of

DEVELOPMENT AGREEMENT

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DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is executed this _____ day of _____, 2018, by and between the CITY OF DUARTE, a municipal corporation ("City"), and CITY OF HOPE, a California nonprofit public benefit corporation ("City of Hope" or the "Property Owner"), pursuant to California Government Code Section 65864 et seq., and Chapter 19.148 of the Duarte Development Code, with respect to the following:

RECITALS

WHEREAS, the City and City of Hope recognize that the expansion, modernization, and development of City of Hope's property, located at 1500 East Duarte Road in the City (the "Property"), will contribute to the improvement of the City; and

WHEREAS, a development plan for the long-term growth and build-out of the City of Hope campus and its surrounding areas, including new inpatient, outpatient, and research areas, office uses, and related development, known as the City of Hope Campus Plan (the "Project"), in close proximity to jobs and public transit will build upon and enhance the existing hospital and research uses within the City; and

WHEREAS, City of Hope wishes to obtain reasonable assurances that the Property may be developed in accordance with the Project Approvals, as defined below, and the terms of this Agreement; and

WHEREAS, City of Hope will implement public benefits above and beyond the necessary mitigation for the Project, including without limitation those public benefits listed in Section 3.1.3 of this Agreement; and

WHEREAS, this Agreement is requested by the Property Owner in order that the Project will not be reduced in density, intensity or use or be subjected to new rules, regulations, ordinances or policies unless otherwise allowed by this Agreement or applicable law; and

WHEREAS, the implementation of the Project Approvals and related actions will allow further development of the Project consistent with the Project objectives;

AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Act, as it applies to the City, and in consideration of the mutual promises and covenants herein contained and other valuable consideration the receipt and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

1. DEFINITIONS.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context requires:

1.1 “Agreement” means this Development Agreement and all amendments and modifications thereto.

1.2 “Applicable Rules” means the rules, regulations, ordinances and officially adopted policies of the City in full force and effect as of the Effective Date of this Agreement which are generally applicable to all or some properties within the City, as well as the Specific Plan. The Applicable Rules shall apply to the Project, Project Approvals, and any subsequent discretionary actions which are necessary for implementation of the Project. Notwithstanding the language of this Section or any other language in this Agreement, all specifications, standards and policies regarding the design and construction of public works facilities, if any, shall be those that are in effect at the time the project plans are being processed for approval and/or under construction.

1.3 “Assignment Agreement” means a written agreement between the Property Owner and a Transferee of the Property Owner, consistent with the terms of this Agreement, in which the parties agree to specific obligations of this Agreement being transferred from the Property Owner to the Transferee of the Property Owner.

1.4 “CEQA” means the California Environmental Quality Act (Cal. Public Resources Code Sections 21000 et seq.) and the State CEQA Guidelines (Cal. Code of Regs., Title 14, Sections 15000 et seq.).

1.5 “City” means the City of Duarte, a general law city and municipal corporation, including each and every agency, department, board, commission, authority, employee, and/or official acting under the authority of the City, including without limitation the City Council and the Planning Commission.

1.6 “City Council” means the City Council of the City and the legislative body of the City pursuant to Section 65867 of the California Government Code (Development Agreement Act).

1.7 “Director” means the Director of Community Development Director for the City.

1.8 “Development Agreement Act” means Article 2.5 of Chapter 4 of Division 1 of Title 7 (Sections 65864 through 65869.5) of the California Government Code.

1.9 “Discretionary Action” means an action which requires the exercise of judgment, deliberation or a decision on the part of the City, including any board, commission or department or any officer or employee thereof, in the process of approving or disapproving a particular activity, including all such decisions set forth in the Specific Plan, as distinguished from a ministerial activity which merely requires the City, including any board, commission or department or any officer or employee thereof, to determine whether there has been compliance with statutes, ordinances or regulations, either as presented or as may be conditioned.

1.10 “Effective Date” is the date on which this Agreement is attested by the City Clerk of the City of Duarte after execution by the Property Owner and the Mayor of the City of Duarte pursuant to Section 6.1.

1.11 “Fees” means Impact Fees, Processing Fees and any other fees or charges imposed or collected by the City.

1.12 “FEIR” means the Final Environmental Impact Report for the Project, State Clearinghouse No. 2015101047, certified by the City in accordance with the requirements of CEQA.

1.13 “General Plan” means the General Plan of the City.

1.14 “Impact Fees” means impact fees, linkage fees, monetary exactions, assessments or fair share charges or other similar impact fees or charges imposed on and in connection with new development by the City pursuant to rules, regulations, ordinances and policies of the City in full force and effect as of the Effective Date of this Agreement. Impact Fees do not include (i) Processing Fees or (ii) other City-wide fees or charges of general applicability, provided that such City-wide fees or charges are not imposed solely on impacts of new development.

1.15 “Ministerial Permits and Approvals” means the permits, approvals, plans, inspections, certificates, documents, licenses, and all other actions required to be taken by the City in order for Property Owner to implement, develop and construct the Project and the Mitigation Measures, including without limitation, grading permits, building permits, foundation permits, stockpile permits, and other similar permits and approvals which are required by the Duarte Municipal Code and/or Duarte Development Code and project plans and other actions required by the Project Approvals to implement the Project and the Mitigation Measures. Ministerial Permits and Approvals shall not include any Discretionary Actions, but may be conditioned by the City, consistent with the Duarte Municipal Code, the Duarte Development Code, and/or the Specific Plan, as applicable.

1.16 “Mitigation Measures” means the mitigation measures described in the FEIR and in the Mitigation Monitoring and Reporting Program for the Project which is attached hereto as Exhibit A, Mitigation Monitoring and Reporting Program.

1.17 “Parties” means collectively Property Owner and the City.

1.18 “Party” means any one of Property Owner or the City.

1.19 “Planning Commission” means the City Planning Commission and the planning agency of the City pursuant to Section 65867 of the California Government Code (Development Agreement Act).

1.20 “Processing Fees” means all processing fees and charges required by the City including, but not limited to, fees for land use applications, consultant fees for environmental or legal review, project permits, building applications, building permits, grading permits, encroachment permits, tract or parcel maps, lot line adjustments, air right lots, street vacations and certificates of occupancy which are necessary to accomplish the intent and purpose of this Agreement. Expressly exempted from Processing Fees are all Impact Fees which may be imposed by the City on development projects pursuant to rules, regulations, ordinances, and policies enacted after the Effective Date of this Agreement, except as specifically provided for in this Agreement. The amount of the Processing Fees to be applied in connection with the

development of the project shall be the amount which is in effect on a City-wide basis at the time an application for the City action is made. Notwithstanding the language of this Section or any other language in this Agreement, Property Owner shall not be exempt from the payment of fees, if any, imposed on a City-wide basis as part of the City's program for storm water pollution abatement mandated by the Federal Water Pollution Control Act of 1972 and subsequent amendments thereto, unless a waiver of these fees is provided by the City in a subsequent agreement.

1.21 "Project" means development within the City on the Property as described in Exhibit B, including, but not limited to, construction of outpatient (clinic), inpatient (hospital), research, office, hospitality, and parking uses, and ancillary uses, as described in the Project Approvals.

1.22 "Project Approvals" means those Discretionary Actions authorizing the Project which have been approved by the City on or before the Effective Date and not rescinded or superseded by City action taken on or before the Effective Date. Project Approvals include, but are not limited to, certification of the FEIR and approval of the Specific Plan, a General Plan Amendment, and a Zone Change Ordinance, all as adopted by the City on March 13, 2018 and [REDACTED], 2018, and all subsequent extensions thereto. The Project Approvals are listed in Exhibit C, Project Approvals.

1.23 "Property" means the real property owned by Property Owner as described in Exhibit D, Legal Property Description.

1.24 "Property Owner" means City of Hope, a California nonprofit public benefit corporation ("City of Hope").

1.25 "Reserved Powers" means the rights and authority excepted from this Agreement's restrictions on the City's police powers and which are instead reserved to the City. The Reserved Powers include the powers to enact regulations or take future Discretionary Actions after the Effective Date of this Agreement that may be in conflict with the Applicable Rules and Project Approvals, but: (1) are necessary to protect the public health and safety, and are generally applicable on a City-wide basis (except in the event of natural disasters as found by the City Council such as floods, earthquakes and similar acts of God); (2) are amendments to Uniform Codes, as adopted by the City of Duarte, and the Duarte Municipal Code, as applicable, regarding the construction, engineering and design standards for private and public improvements to be constructed on the Property; or (3) are necessary to comply with state or federal laws and regulations (whether enacted previous or subsequent to the Effective Date of this Agreement) as provided in Section 3.2.3.3.

1.26 "Specific Plan" means the City of Hope Specific Plan, Ordinance No. [REDACTED], adopted by the City Council on [DATE], a copy of which is attached as Exhibit E.

1.27 "Term" means the period of time for which this Agreement shall be effective in accordance with Section 6.2 hereof.

1.28 "Transferee" means individually or collectively, Property Owner's successors in interest, assignees or transferees of all or any portion of the Development Agreement Property.

1.29 “Uniform Codes” means those building, electrical, mechanical, plumbing, fire and other similar regulations of a City-wide scope which are based on recommendations of a multi-state professional organization and become applicable throughout the City, such as, but not limited to, the Uniform Building Code, the Uniform Electrical Code, the Uniform Mechanical Code, Uniform Plumbing Code, or the Uniform Fire Code (including those amendments to the promulgated uniform codes which reflect local modification to implement the published recommendations of the multi-state organization and which are applicable City-wide).

2. RECITALS OF PREMISES, PURPOSE AND INTENT.

2.1 State Enabling Statute. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Act which authorizes any city to enter into binding development agreements establishing certain development rights in real property with persons having legal or equitable interests in such property. Section 65864 of the Development Agreement Act expressly provides as follows:

“The Legislature finds and declares that:

“(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and a commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

(b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic cost of development.”

Notwithstanding the foregoing, to ensure that the City remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the Legislature, the City: (1) accepts restraints on its police powers contained in development agreements only to the extent and for the duration required to achieve the mutual objectives of the parties; and (2) to offset such restraints, seeks public benefits which go beyond those obtained by traditional City controls and conditions imposed on development project applications.

2.2 City Procedures and Actions.

2.2.1 City Planning Commission Action. The City Planning Commission held duly noticed public hearing on September 17, 2018 and recommended approval of this Agreement.

2.2.2 City Council Action. The City Council on October 9, 2018, after conducting a duly-noticed public hearing, adopted Ordinance No. 18-O-08, to become effective on the thirtieth day following the date of final passage, found that its provisions are consistent with the City's General Plan, the Specific Plan, and the Development Code, and authorized the execution of this Agreement.

2.3 Purpose of this Agreement.

2.3.1 Public Benefits. This Agreement provides assurances that the public benefits identified below in Section 3.1.3 will be achieved and developed in accordance with the Applicable Rules and Project Approvals and with the terms of this Agreement and subject to the City's Reserved Powers. The Project will provide local and regional public benefits to the City, including without limitation those public benefits listed in Section 3.1.3 below.

2.3.2 Property Owner Objectives. In accordance with the legislative findings set forth in the Development Agreement Act, and with full recognition of the City's policy of judicious restraints on its police powers, the Property Owner wishes to obtain reasonable assurances that the Project may be developed in accordance with the Applicable Rules and Project Approvals and with the terms of this Agreement and subject to the City's Reserved Powers. To the extent of Project development, and as provided by Section 3.1.1, Property Owner anticipates making capital expenditures or causing capital expenditures to be made in reliance upon this Agreement. In the absence of this Agreement, Property Owner would lack full assurance that it can complete the Project for the uses and to the density and intensity of development set forth in this Agreement and the Project Approvals. This Agreement, therefore, is intended to assure Property Owner that the Project will not be (1) reduced or otherwise modified in density, intensity or use from what is set forth in the Project Approvals, or (2) subjected to new rules, regulations, ordinances or official policies or plans which are not adopted or approved pursuant to the City's Reserved Powers.

2.3.3 Mutual Objectives. Development of the Project in accordance with this Agreement will provide for the orderly development of the Property in accordance with the objectives set forth in the General Plan. Moreover, a development agreement for the Project will eliminate uncertainty in planning for and securing orderly development of the Property, assure installation of necessary improvements, assure attainment of maximum efficient resource utilization within the City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the Development Agreement Act was enacted. The Parties believe that such orderly development of the Project will provide public benefits, as described in Section 2.3.1, to the City through the imposition of development standards and requirements under the provisions and conditions of this Agreement, including without limitation: increased tax revenues, installation of on-site and off-site improvements, and creation and retention of jobs. Additionally, although development of the Project in accordance with this Agreement will restrain the City's land use or other relevant police powers, this Agreement provides the City with sufficient reserved powers during the Term hereof to remain responsible and accountable to its residents. In exchange for these and other benefits to City, the Property Owner will receive assurance that the Project may be developed during the Term of this Agreement in accordance with the Applicable Rules, Project Approvals and Reserved Powers, subject to the terms and conditions of this Agreement.

2.4 Applicability of the Agreement. This Agreement does not: (1) grant density or intensity in excess of that otherwise established in the Project Approvals or Applicable Rules; (2) eliminate future Discretionary Actions relating to the Project if applications requiring such Discretionary Action are initiated and submitted by the owner of the Property after the Effective Date of this Agreement; (3) guarantee that Property Owner will receive any profits from the Project; or (4) amend the City's General Plan. This Agreement has a fixed Term. Furthermore, in any subsequent actions applicable to the Property, the City may apply such new rules, regulations and official policies as are contained in its Reserved Powers.

3. AGREEMENT AND ASSURANCES.

3.1 Agreement and Assurance on the Part of Property Owner. In consideration for the City entering into this Agreement, and as an inducement for the City to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the premises, purposes and intentions set forth in Section 2 of this Agreement, Property Owner hereby agrees as follows:

3.1.1 Project Development. Property Owner agrees that it will use commercially reasonable efforts, in accordance with its own business judgment and taking into account market conditions and economic considerations, to undertake any development of the Project in accordance with the terms and conditions of this Agreement and the Project Approvals. However, nothing in this Agreement shall be deemed to obligate Property Owner to initiate or complete development of the Project or any portion thereof within any period of time or at all, or deemed to obligate Property Owner to commence or complete any Mitigation Measure or Condition of Approval prior to construction of the Project, unless otherwise set forth in the Project's Mitigation Monitoring and Reporting Program or elsewhere in the Project's Approvals. Furthermore, nothing in this Agreement shall be deemed to prohibit Property Owner from seeking any necessary land use approvals for any different land use project on the Property.

3.1.2 Timing of Development. The parties acknowledge that Property Owner cannot at this time predict when or at what rate the Property would be developed. Such decisions depend upon numerous factors which are not all within the control of Property Owner, such as market orientation and demand, interest rates and competition. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal. 3d 465 (1984), that the failure of the parties therein to provide for the timing of development permitted a later adopted initiative restricting the timing of development and controlling the Parties' agreement, it is the intent of Property Owner and the City to hereby acknowledge and provide for the right of Property Owner to develop the Project in such order and at such rate and times as Property Owner deems appropriate within the exercise of its sole and subjective business judgment. The City acknowledges that such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement; provided, however, that this Section 3.1.2 does not in any way affect the specific timing or implementation of improvements or other requirements of development to the extent such provisions are set forth in the Project Approvals.

3.1.3 Additional Obligations of Property Owner as Consideration for this Agreement. Property Owner shall provide public benefits as set forth below:

3.1.3.1. Traffic Improvements. Property Owner is required under Mitigation Measure TRAS-1 in the Specific Plan's Mitigation Monitoring Program ("MMP"), at its own expense, to fund and ensure the construction of the traffic signal at the I-210 Westbound Off-Ramp & Central Avenue (the "Signal"). City has agreed to pursue potential third party funding of some or all of the cost of the Signal. If the City is successful in obtaining from any other party or entity any funding to pay in full, or offset in part, Property Owner's cost liability for the Signal prior to the date Property Owner is required to construct the Signal pursuant to the MMP (the "Third Party Signal Commitment"), then (i) City shall commit all such funding to the cost of the Signal either by providing such funding to Property Owner or placing such funding into an account such that it will be applied to reduce Property Owner's expenses to fund and ensure the construction of the Signal; and (ii) following confirmation of the commitment under subsection (i), Property Owner shall pay to the City one-half of all such obtained funding. A payment by Property Owner to City pursuant to this Section shall be deposited by City into a fund established by City for the purpose of constructing and implementing circulation improvements and local street maintenance. If the City does not obtain the Third Party Signal Commitment before Property Owner is required to construct the Signal pursuant to the MMP, as approved or may be modified by the City, then Property Owner shall proceed with construction of the Signal and shall have no further obligations under this Section.

3.1.3.2. Transit Occupancy Tax. Property Owner agrees to pay the City an annual fee in lieu of a transient occupancy tax ("TOT") for overnight stays by guests in units within the Property's Hope Village and Parsons Village areas, which collectively contain 40 short-term overnight stay units. The payment shall be a flat annual amount during the Term as set forth in the Payment Schedule below in lieu of TOT that may otherwise be required or collectable for overnight stays in those guest rooms pursuant to Duarte Municipal Code Section 3.05. Property Owner's obligation to pay the fee required by this Section shall cease upon either (i) the issuance of a Certificate of Occupancy for a new hotel on the Property, which new hotel shall be subject to Duarte Municipal Code Chapter 3.05, as may be amended over time; or (ii) the conversion of the Property's Hope Village and Parsons Village units to another use besides overnight guest stays, such as hospice care. If Property Owner obtains a Certificate of Occupancy for a new hotel, but continues to use either the Property's Hope Village or Parsons Village units for overnight guest stays, then Property Owner shall apply Duarte Municipal Code Chapter 3.05's TOT requirements to any such Hope Village or Parsons Village units for which it charges guests an overnight fee or rent, based on the fee or rent charged, but any such Hope Village or Parsons Village units that are provided to guests free of charge shall not be subject to Duarte Municipal Code Chapter 3.05.

Payment Schedule

Year 1:	\$75,000
Year 2:	\$95,000
Year 3:	\$105,000
Year 4:	\$115,000

Year 5 to Year 20: \$125,000 (this amount shall be increased annually after Year 5 based on the Consumer Price Index)

3.1.3.3 Circulation and Parking Impact Fee. Within 30 days of the Effective Date of this Agreement, Property Owner shall pay the City a one-time circulation impact fee of \$400,000, which the City agrees to use for circulation improvements and local street maintenance. The impact fee shall be deposited into a City fund established for the purpose of implementing such improvements and maintenance.

3.2 Agreement and Assurances on the Part of the City. In consideration for Property Owner entering into this Agreement, and as an inducement for Property Owner to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the premises, purposes and intentions set forth in Section 2 of this Agreement, the City hereby agrees as follows: Entitlement to Develop. Property Owner has the vested right to develop the Project subject to the terms and conditions of this Agreement, the Applicable Rules, Project Approvals and the Reserved Powers. Property Owner's vested rights under this Agreement shall include, without limitation, the right to remodel, renovate, rehabilitate, rebuild or replace the Project or any portion thereof throughout the applicable Term for any reason, including, without limitation, in the event of damage, destruction or obsolescence of the Project or any portion thereof, subject to the Applicable Rules, Project Approvals and Reserved Powers. To the extent that all or any portion of the Project is remodeled, renovated, rehabilitated, rebuilt or replaced, Property Owner may locate that portion of the Project at any other location of the Property within the same Land Use district, subject to the requirements of the Project Approvals, the Applicable Rules, and the Reserved Powers.

3.2.2 Consistency in Applicable Rules. Based upon all information made available to the City up to or concurrently with the execution of this Agreement, the City finds and certifies that no Applicable Rules prohibit or prevent the full completion and occupancy of the Project in accordance with the uses, intensities, densities, designs and heights, permitted demolition, and other development entitlements incorporated and agreed to herein and in the Project Approvals.

3.2.3 Changes in Applicable Rules.

3.2.3.1. Nonapplication of Changes in Applicable Rules. Any change in, or addition to, the Applicable Rules, including, without limitation, any change in any applicable general or specific plan, zoning or building regulation, adopted or becoming effective after the Effective Date of this Agreement, including, without limitation, any such change by means of ordinance, initiative, referendum, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the City, the Mayor, City Council, Planning Commission or any other Board, Commission, Department or Agency of the City, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict in any way with the Applicable Rules, Project Approvals, or this Agreement, shall not be applied to the Project unless such changes represent an exercise of the City's Reserved Powers, or are otherwise agreed to in this Agreement. Notwithstanding the foregoing, Property Owner may, in

its sole discretion, consent to the application to the Project of any change in the Applicable Rules. The foregoing shall not apply to transit occupancy tax rates applicable on the Property, which rates shall be collected and remitted in accordance with rates in effect at the time of the occupancy to which they pertain, consistent with Section 3.1.3.2 of this Agreement.

3.2.3.2. Changes in Building and Fire Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes which may occur from time to time in the Uniform Codes, as such Codes are adopted by the City of Duarte. In addition, development of the Project shall be subject to changes occurring from time to time in Title 16 (Buildings and Construction) of the Duarte Municipal Code regarding the construction, engineering and design standards for both public and private improvements provided that these changes are (1) necessary to the health and safety of the residents of the City, and (2) are generally applicable on a Citywide basis (except in the event of natural disasters found by the Mayor or City Council, such as floods, earthquakes and similar disasters).

3.2.3.3. Changes Mandated by Federal or State Law. This Agreement shall not preclude the application to the Project of changes in, or additions to, the Applicable Rules, including rules, regulations, ordinances and official policies, to the extent that such changes or additions are mandated to be applied to developments such as this Project by state or federal regulations, pursuant to the Reserved Powers. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations.

3.2.4 Subsequent Development Review. The City shall not require Property Owner to obtain any approvals or permits for the development of the Project in accordance with this Agreement other than those permits or approvals which are required by the Applicable Rules, the Reserved Powers and/or the Project Approvals. However, any subsequent Discretionary Action initiated by Property Owner which substantially changes the entitlements allowed under the Project Approvals shall be subject to the rules, regulations, ordinances and official policies of the City then in effect.

3.2.5 Effective Development Standards. The City agrees that it is bound to permit the uses, intensities of use and densities on this Property which are permitted by this Agreement and the Project Approvals, insofar as this Agreement and the Project Approvals so provide or as otherwise set forth in the Applicable Rules or the Reserved Powers. The City hereby agrees that it will not unreasonably withhold or unreasonably condition any non-legislative Discretionary Action which must be issued by the City in order for the Project to proceed, provided that Property Owner reasonably and satisfactorily complies with all City-wide standard procedures for processing applications for Discretionary Actions.

3.2.6 Interim Use. The City agrees that Property Owner may use the Property during the Term of this Agreement for any use that is an existing legal nonconforming use on the Property as of the Effective Date, otherwise permitted by the applicable zoning regulations and the General Plan in effect at the time of the interim use, or pursuant to any approvals, permits, or other vested entitlements previously granted and in effect as of the Effective Date.

3.2.7 Moratoria or Interim Control Ordinances. In the event an ordinance, resolution, policy, or other measure is enacted, whether by action of the City, by initiative, or otherwise, which relates directly or indirectly to the Project or to the rate, amount, timing, sequencing, or phasing of the development or construction of the Project on all or any part of the Property or the implementation of the Mitigation Measures adopted in connection with approval of the Project, City agrees that such ordinance, resolution or other measure shall not apply to the Property or this Agreement, unless such changes are adopted pursuant to the Reserved Powers or other applicable provisions of this Agreement.

3.2.8 Special Taxes and Assessments. Property Owner shall not be obligated to support infrastructure financing undertaken by the City or others. Property Owner shall have the right, to the extent permitted by law, to protest, oppose and vote against any and all special taxes, assessments, levies, charges and/or fees imposed with respect to any assessment districts, Mello Roos or community facilities districts, maintenance districts or other similar districts.

3.2.9 Impact Fees. Impact Fees imposed by the City with respect to the Project shall be only those Impact Fees in full force and effect as of the Effective Date, including those whose amounts are subject to ongoing annual or other specified periodic increases, which shall be paid subject to such increases, as calculated at time of payment. The installation of improvements identified in the Mitigation Measures implemented in connection with the Project shall be accepted by the City in lieu of otherwise applicable Impact Fees, where applicable. This Agreement shall not limit any impact fees, linkage fees, exaction, assessments or fair share charges or other similar fees or charges imposed by other governmental entities and which the City is required to collect or assess pursuant to applicable law (e.g., school district impact fees pursuant to Government Code Section 65995).

3.2.10 Processing Fees. Property Owner shall pay all then-applicable rates of existing Processing Fees for Discretionary Actions and Ministerial Permits and Approvals, as such Processing Fees are identified in the City's existing fee Resolution No. ____.

3.2.11 Timeframes and Staffing for Processing and Review. The City agrees that expeditious processing of Ministerial Permits and Approvals and Discretionary Actions, if any, and any other approvals or actions required for the Project are critical to the implementation of the Project. In recognition of the importance of timely processing and review of Ministerial Permits and Approvals, the City agrees to work with Property Owner to establish time frames for processing and reviewing such Ministerial Permits and Approvals and to comply with timeframes established in the Project Approvals. Furthermore, the City shall expedite all requests by Property Owner for Discretionary Actions requested for the Project, if any, pursuant to any fee agreement or expedited processing that may be negotiated between the City and Property Owner.

4. ANNUAL REVIEW.

4.1 Annual Review. During the Term of this Agreement, the City shall review annually Property Owner's good faith compliance with this Agreement in accordance with Section 19.148.080 of the Duarte Development Code. Such annual review shall be limited in

scope to determining whether Property Owner has complied in good faith with the conditions and terms of this Agreement, as provided in the Development Agreement Act and the Duarte Development Code. Property Owner shall have the burden of demonstrating such good faith compliance.

4.2 Notice of Annual Review. In accordance with Section 19.148.080 of the Duarte Development Code, the Community Development Director shall initiate the annual review by giving notice to Property Owner at least ten (10) days in advance of the time when the matter will be considered by the Planning Commission. Property Owner may submit evidence of its good faith compliance with this Agreement in accordance with Section 4.3, below, to the Community Development Director prior to receipt of such notice from the Community Development Director.

4.3 Pre-Determination Procedure. Property Owner shall submit evidence of its good faith compliance with this Agreement, in a form which the Director may reasonably establish, in writing to the Director not later than ten (10) days prior to the yearly anniversary of the Effective Date or within ten (10) days of receipt of notice from the Director that the Planning Commission will review Property Owner's good faith compliance with this Agreement.

4.4 Planning Commission Review. On or within thirty (30) days of the yearly anniversary of the Effective Date of the Agreement, the Planning Commission shall conduct a hearing and make a determination, on the basis of substantial evidence, regarding whether or not Property Owner has complied in good faith with the conditions and terms of this Agreement, in accordance with Government Code Section 65865.1 and Section 19.14.080.D-F of the Duarte Development Code.

4.4.1 Determination of Compliance. If the Planning Commission finds and determines, on the basis of substantial evidence, that Property Owner has complied in good faith with the conditions and terms of this Agreement, the notice of determination of compliance shall be made in writing with reasonable specificity, and a copy of the determination shall be provided to Property Owner in the manner prescribed in Section 6.15. The City Council may review the Planning Commission's findings and may schedule a public hearing for further review if it so desires, but no third-party shall have any rights to appeal the Planning Commission's determination to the City Council.

4.4.2 Determination of Non-Compliance. If the Planning Commission finds and determines, on the basis of substantial evidence, that Property Owner has not complied in good faith with the conditions and terms of this Agreement, the Planning Commission shall forward its recommendation to the City Council. The City Council shall hold a hearing on the matter and shall provide Property Owner with notice at least ten (10) days prior to such hearing. Such notice shall contain the following information: (i) the time and place of the hearing, (ii) a statement as to whether the City Council proposes to modify or terminate this Agreement, and (iii) other information the City Council considers necessary to inform Property Owner of the nature of the proceedings. At the hearing, the City Council shall provide Property Owner with an opportunity to be heard, and the City Council may modify or

terminate this Agreement, or may refer the matter back to the Planning Commission for further proceedings or for report and recommendation.

4.5 Termination Or Modification Of Agreement. The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, after a hearing and finding or determination of noncompliance by the City Council. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code Section 65867.5 and Section 19.148.080.G of the Duarte Development Code.

4.6 Reimbursement Of Costs. Property Owner shall reimburse the City for its actual costs, reasonably and necessarily incurred, to accomplish the required annual review.

5. DEFAULT PROVISIONS.

5.1 Default By Property Owner.

5.1.1 Default. Outside of the Annual Review process set forth in Section 4 of this Agreement, in the event Property Owner does not perform its obligations under this Agreement in a timely manner, the City shall have all rights and remedies provided by this Agreement which shall include compelling the specific performance of the obligations of Property Owner under this Agreement pursuant to Section 6.6 below, or modification or termination of this Agreement, provided that the City has first complied with the procedure in Section 5.1.2 hereof.

5.1.2 Notice of Default. City shall first submit to Property Owner a written notice of default stating with specificity those obligations which have not been performed. Upon receipt of the notice of default, Property Owner shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than sixty (60) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that Property Owner shall continuously and diligently pursue such remedy at all times until such default(s) is cured. In the case of a dispute as to whether Property Owner has cured the default, the Parties shall submit the matter to dispute resolution pursuant to Section 6.5 of this Agreement.

5.1.3 Failure to Cure Default Procedures. If after the cure period has elapsed, the Community Development Director finds and determines that Property Owner, or its successors, transferees and/or assignees, as the case may be, remains in default and that the City intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the Community Development Director shall make a report to the Planning Commission and then set a public hearing before the Planning Commission in accordance with Section 4.4.2, above, and with the notice and hearing requirements of Government Code Section 65867. If after public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that Property Owner, or its successors, transferees and/or assigns, as the case may be, has not cured such default pursuant to this Section, and that the City intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, Property Owner and its successors, transferees and/or assigns, shall be entitled to appeal that finding and determination to the City

Council in accordance with Section 6.3. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity.

5.1.4 Termination or Modification of Agreement. The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, after such final determination of the City Council in accordance with Section 4.4.2 above or, where no appeal is taken, after the expiration of the appeal periods described in Section 6.3. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code Section 65867.5 , irrespective of whether an appeal is taken as provided in Section 6.3.

5.2 Default By The City.

5.2.1 Default. In the event the City does not accept, process, or render a decision on necessary development permits, entitlements, or other land use or building approvals for use as provided in this Agreement upon compliance with the requirements thereof, or as otherwise agreed to by the Parties, or the City otherwise defaults under the provisions of this Agreement, Property Owner shall have all rights and remedies provided herein or by applicable law, which shall include compelling the specific performance of the City's obligations under this Agreement, provided that Property Owner or Transferee, as the case may be, has first complied with the procedures in Section 5.2.2. No part of this Agreement shall be deemed to abrogate or limit any immunities or defenses the City may otherwise have with respect to claims for monetary damages.

5.2.2 Notice of Default. Property Owner shall first submit to the City a written notice of default stating with specificity those obligations which have not been performed. Upon receipt of the notice of default, the City shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than one hundred and twenty (120) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that the City shall continuously and diligently pursue such remedy at all times until such default(s) is cured. In the case of a dispute as to whether the City has cured the default, the Parties shall submit the matter to dispute resolution pursuant to Section 6.5 of this Agreement.

5.3 No Monetary Damages. It is acknowledged by the Parties that neither the City nor the Property Owner would have entered into this Agreement if it were liable in monetary damages under or with respect to this Agreement or the application thereof. Therefore, the Parties agree that the Parties shall not be liable in monetary damages and the Parties specifically waive and covenant not to sue for or claim any monetary damages for the breach of any provision of this Agreement.

6. GENERAL PROVISIONS.

6.1 Effective Date. This Agreement shall be effective as set forth in Section 1.10 above.

6.2 Term. The Term of this Agreement shall commence on the Effective Date and extend until twenty (20) years thereafter. unless said Term is otherwise terminated, modified or

extended by circumstances set forth in this Agreement or by mutual consent of the Parties hereto pursuant to Government Code Section 65868. Following the expiration of this Term, this Agreement shall terminate and be of no further force and effect; provided, however, that this termination shall not affect any right or duty arising from entitlements or approvals, including the Project Approvals on the Property, approved prior to, concurrently with, or subsequent to, the Effective Date of this Agreement. The Term of this Agreement shall automatically be extended for the period of time of any actual delay resulting from any enactments pursuant to the Reserved Powers or moratoria, or from legal actions, administrative proceedings such as appeals or delays of ministerial actions, or appeals which enjoin performance under this Agreement or act to stay performance under this Agreement (other than bankruptcy or similar procedures), or for the period of time during which a lawsuit or litigation (including appeals) relating to the Project or the Project Approvals, including this Agreement, has been filed and is pending in a court of competent jurisdiction.

6.3 Enforced Delay; Extension Of Time Of Performance. In addition to specific provisions of this Agreement, whenever a period of time, including a reasonable period of time, is designated within which either Party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days during which such Party is actually prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of causes beyond the reasonable control of the Party to be excused, including: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; litigation and administrative proceedings against the Project (not including any administrative proceedings contemplated by this Agreement in the normal course of affairs (such as the Annual Review)); any approval required by the City (not including any period of time normally expected for the processing of such approvals in the ordinary course of affairs), after Property Owner has notified the City that delay within the scope of this Sec. 6.3 is occurring and the City has had 60 days' notice of such delay as provided below restrictions imposed or mandated by other controlling governmental entities; enactment of conflicting state or federal laws or regulations; judicial decisions affecting or regarding the Project; or similar bases for excused performance which is not within the reasonable control of the party to be excused (financial inability excepted). This Section shall not be applicable to any proceedings with respect to bankruptcy or receivership initiated by or on behalf of Property Owner or transferee of any assigned rights and obligations hereunder or, if not dismissed within ninety (90) days, by any third parties against Property Owner or any such transferee. If written notice of such delay is given to either party within sixty (60) days of the commencement of such delay, an extension of time for such cause will be granted in writing from a period of sixty days following such notice through the period of the enforced delay, or longer as may be mutually agreed upon.

6.4 Dispute Resolution.

6.4.1 Dispute Resolution Proceedings. The parties may agree to dispute resolution proceedings to fairly and expeditiously resolve disputes or questions of interpretation under this Agreement. These dispute resolution proceedings may include: (a) procedures developed by the City for expeditious interpretation of questions arising under development agreements; or (b) any other manner of dispute resolution which is mutually agreed upon by the parties.

6.4.2 Arbitration. Any dispute between the parties that is to be resolved by arbitration shall be settled and decided by arbitration conducted by an arbitrator who must be a former judge of the Los Angeles County Superior Court or Appellate Justice of the Second District Court of Appeal or the California Supreme Court. This arbitrator shall be selected by mutual agreement of the parties.

6.4.3 Arbitration Procedures. Upon appointment of the arbitrator, the matter shall be set for arbitration at a time not less than thirty (30) nor more than ninety (90) days from the effective date of the appointment of the arbitrator. The arbitration shall be conducted under the procedures set forth in Code of Civil Procedure Sections 1280 et seq., or under such other procedures as are agreeable to both parties, except that provisions of the California Code of Civil Procedure pertaining to discovery and the provisions of the California Evidence Code shall be applicable to such proceeding.

6.4.4 Extension Of Term. The Term of this Agreement as set forth in Section 6.2 shall automatically be extended for the period of time in which the parties are engaged in dispute resolution to the degree that such extension of the Term is reasonably required because activities which would have been completed prior to the expiration of the Term are delayed beyond the scheduled expiration of the Term as the result of such dispute resolution.

6.5 Legal Action. Subject to the limitations on remedies imposed by this Agreement, either Party may, in addition to any other rights or remedies, institute legal action in any court of competent jurisdiction, to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation, or enforce by specific performance the obligations and rights of the Parties hereto. Notwithstanding the above, the City's right to seek specific performance shall be specifically limited to compelling Property Owner to complete, demolish or make safe any particular improvement(s) on public lands which is required as a Mitigation Measure. Additionally, the City's right to seek specific performance shall be specifically limited by Section 3.1.1. Property Owner shall have no liability (other than the potential termination of this Agreement) if the contemplated development fails to occur.

6.6 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

6.7 Amendments. This Agreement may be amended from time to time by mutual consent in writing of the parties to this Agreement in accordance with Government Code Section 65868 and Chapter 19.148 of the Duarte Development Code. Any amendment to this Agreement which relates to the Term, permitted uses, density or intensity of use, height, or size of buildings, provisions for reservation and dedication of land, conditions, restrictions, and requirements relating to subsequent discretionary action or any conditions or covenants relating to the use of the Property, which are not provided for under the Project Approvals or Applicable Rules, shall require notice and public hearing before the parties may execute an amendment thereto.

6.8 Assignment. The Property, as well as the rights and obligations of Property Owner under this Agreement, may be transferred or assigned in whole or in part by Property Owner without the consent of the City, except as set forth in Sections 6.9.1 and 6.9.2 below. Upon such assignment the assignor shall be released from the obligations so assigned.

6.8.1 Conditions for Assignment. No such assignment shall be valid until and unless the following occur:

6.8.1.1. Written Notice of Assignment Required. Property Owner, or any successor transferor, gives prior written notice to the City of its intention to assign or transfer any of its interests, rights or obligations under this Agreement and a complete disclosure of the identity of the assignee or transferee, including copies of the Articles of Incorporation in the case of corporations and the names of individual partners in the case of partnerships. Upon request by Property Owner, City shall provide written acknowledgement of such assignment in the form reasonably requested by Property Owner. Any failure by Property Owner or any successor transferor to provide the notice shall be curable in accordance with the provisions of Section 5.1.

6.8.1.2. Automatic Assumption of Obligations. Unless otherwise stated elsewhere in this Agreement to the contrary, a Transferee of Development Agreement Property expressly and unconditionally assumes all of the rights and obligations of this Agreement transferred or assigned by Property Owner and which are expressly set forth in the applicable Assignment Agreement.

6.8.1.3. As stated in Section 3.1.1. above, nothing herein shall be interpreted as obligating Property Owner or Assignee to initiate or complete development of the Project or any portion thereof within any period of time or at all, or interpreted to prohibit Property Owner or Assignee from seeking any necessary land use approvals for any different land use project on the Property.

6.8.2 Liability Upon Assignment. Unless otherwise stated elsewhere in this Agreement to the contrary, each Transferee of any portion of the Development Agreement Property shall be solely and only liable for performance of such Transferee's obligations applicable to its portion of the Development Agreement Property under this Agreement as specified in the applicable Assignment Agreement. Upon the assignment or transfer of any portion of the Development Agreement Property, the Transferee shall become solely and only liable for the performance of those assigned or transferred obligations and shall have the rights of a "Property Owner" under this Agreement; which such rights and obligations shall be set forth specifically in the Assignment Agreement, acknowledged by the transferring Property Owner, and the Transferee, as of the date of such transfer, assignment or conveyance of the applicable portion of the Development Agreement Property. The failure of any Transferee to perform the obligations assigned to it may result, at the City's option, in a declaration that this Agreement has been breached with regards to that specific Transferee, and may result in termination or modification of this Agreement after the Annual Review as set forth in Section 4 of this Agreement, as it relates to that Transferee's holding. This partial termination is severable from the entire Agreement, and shall not affect the remaining entirety of the Agreement.

6.9 Covenants. The provisions of this Agreement shall constitute covenants which shall run with the land comprising the Property for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of all assignees, transferees, and successors to the Parties hereto.

6.10 Cooperation And Implementation.

6.10.1 Processing. Upon satisfactory completion by Property Owner of all required preliminary actions and payment of appropriate Processing Fees, including the fee for processing this Agreement, the City shall commence and diligently process all required steps necessary for the implementation of this Agreement and development of the Property in accordance with the terms of this Agreement. Property Owner shall, in a timely manner, provide the City with all documents, plans, fees and other information necessary for the City to carry out its processing obligations pursuant to this Agreement.

6.10.2 Other Governmental Permits. Property Owner shall apply in a timely manner for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project. The City shall cooperate with Property Owner in its endeavors to obtain such permits and approvals and shall, from time to time at the request of Property Owner, attempt with due diligence and in good faith to enter into binding agreements with any such entity to ensure the availability of such permits and approvals, or services, provided such agreements are reasonable and not detrimental to the City. These agreements may include, but are not limited to, joint powers agreements under the provisions of the Joint Exercise of Powers Act (Government Code Section 6500, et seq.), or the provisions of other laws to create legally binding, enforceable agreements between such parties. To the extent allowed by law, Property Owner shall be a party to any such agreement, or a third party beneficiary thereof, entitled to enforce for its own benefit on behalf of the City, or in its own name, the rights of the City or Property Owner thereunder or the duties and obligations of the parties thereto. Property Owner shall reimburse the City for all costs and expenses incurred in connection with seeking and entering into any such agreement provided that Property Owner has requested such agreement. Property Owner or Transferee, as the case may be, shall defend the City in any challenge by any person or entity to any agreement, and shall reimburse the City for any costs and expenses incurred by the City in enforcing any agreement. Any fees, assessments, or other amounts payable by the City thereunder shall be borne by Property Owner or Transferee, as the case may be, except where Property Owner or Transferee, as the case may be, has notified the City in writing, prior to the City entering into an agreement, that it does not desire for the City to execute an agreement.

6.10.3 Cooperation In The Event Of Legal Challenge. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to affirmatively cooperate in defending said action.

6.11 Relationship Of The Parties. It is understood and agreed by the parties hereto that the contractual relationship created between the parties hereunder is that Property Owner is an independent contractor and not an agent of the City. Further, the City and Property Owner hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing herein or in any document executed in connection herewith shall be construed as making the City and Property Owner joint venturers or partners.

6.12 Hold Harmless and Insurance.

6.12.1 Hold Harmless. Property Owner hereby agrees to and shall indemnify, save, hold harmless and, if requested by the City, defend the City in any action brought by a third party (i) challenging the validity of this Agreement or (ii) seeking damages which may arise directly or indirectly from the negotiation, formation, execution, enforcement or termination of this Agreement. Nothing in this Section shall be construed to mean that Property Owner shall hold the City harmless and/or defend it from any claims arising from, or alleged to arise from, the sole negligence or intentional acts on the part of the City. City agrees that it shall fully cooperate with Property Owner in the defense of any matter in which Property Owner is defending and/or holding the City harmless. City may make all reasonable decisions with respect to its representation in any legal proceeding.

6.13 Extension of Time for All Project Approvals.

6.13.1 Project Approvals. The duration of all Project Approvals shall automatically be extended for the Term of this Agreement, to the full extent permitted by law. .

6.14 Notices. Any notice or communication required hereunder between the City or Property Owner must be in writing, and shall be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any party hereto may at any time, by giving ten (10) days' written notice to the other party hereto, designate any other address in substitution of the address, or any additional address, to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to the City:

Director of Community Development
City of Duarte
1600 Huntington Drive
Duarte, California 91010

with copies to:

David B. Cosgrove, Esq.
Duarte City Attorney
611 Anton Boulevard Suite 1400
Costa Mesa, Ca 92626

If to Property Owner:

City of Hope
Attention: Office of General Counsel
1500 East Duarte Road

with copies to

Latham & Watkins LLP
Attention: DJ Moore / Winston Stromberg

Duarte, California 91010

with a copy to Records Department
355 South Grand Avenue, Suite 100
Los Angeles, CA 90071

6.15 Recordation. As provided in Government Code Section 65868.5 and Duarte Development Code Section 19.1480.060.B, a copy of this Agreement shall be recorded with the Registrar-Recorder of the County of Los Angeles within ten (10) days following the Effective Date. Property Owner shall provide the City Clerk with the fees for such recording prior to or at the time of such recording should the City Clerk record the Agreement.

6.16 Constructive Notice And Acceptance. Every person who now or hereafter owns or acquires any right, title, interest in or to any portion of the Property, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

6.17 Successors And Assignees. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties, any subsequent owner of all or any portion of the Property and their respective successors and assignees.

6.18 Severability. If any provisions, conditions, or covenants of this Agreement, or the application thereof to any circumstances of either Party, shall be held invalid or unenforceable, the remainder of this Agreement or the application of such provision, condition, or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

6.19 Time Of The Essence. Time is of the essence for each provision of this Agreement of which time is an element.

6.20 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought and refers expressly to this Section. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of any right or remedy with respect to any other occurrence or event.

6.21 No Third Party Beneficiaries. The only Parties to this Agreement are the City and Property Owner and their successors-in-interest. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed to benefit or be enforceable by any other person whatsoever.

6.22 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein (or any such representations, understandings or ancillary covenants,

undertakings or agreements are integrated in this Agreement) and no testimony or evidence of any such representations, understandings, or covenants shall be admissible in any proceedings of any kind or nature to interpret or determine the provisions or conditions of this Agreement.

6.23 Legal Advice; Neutral Interpretation; Headings, Table Of Contents, and Index. Each Party acknowledges that it has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any Party based upon any attribution to such Party as the source of the language in question. The headings, table of contents, and index used in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.

6.24 Discretion to Encumber. This Agreement shall not prevent or limit Property Owner in any manner, at its sole discretion, from encumbering the Property or any portion of the Property or any improvement on the Property by any mortgage, deed of trust or other security device securing financing with respect to the Property or its improvements. Notwithstanding the foregoing, City shall not be required to subordinate its interests in this Agreement to any lender or other party with whom Property Owner encumbers the Property.

6.25 Expedited Processing. Property Owner and the City agree to cooperate in the expedited processing of any legal action seeking specific performance, declaratory relief or injunctive relief, to set court dates at the earliest practicable date(s) and not cause delay in the prosecution/defense of the action, provided such cooperation shall not require any Party to waive any rights.

6.26 Entitlement to Written Notice of Default. The mortgagee of a mortgage or beneficiary of a deed of trust encumbering the Property, or any part thereof, and their successors and assigns shall, upon written request to the City, be entitled to receive from the City written notification of any default by Property Owner of the performance of Property Owner's obligations under this Agreement which has not been cured within sixty (60) days following the date of default. Property Owner shall reimburse the City for its actual costs, reasonably and necessarily incurred, to prepare this notice of default.

6.27 Counterparts. This Agreement is executed in duplicate originals, each of which is deemed to be an original. This Agreement, not counting the Cover Page, Table of Contents or Index, consists of 20 pages and five (5) Exhibits.

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

CITY OF DUARTE, a municipal corporation
of the State of California

APPROVED AS TO FORM:

By: _____

John Fasana, Mayor

DATE:

By: _____

David B. Cosgrove, City Attorney

DATE:

ATTEST:

Marla Akana, City Clerk

By: _____

DATE:

CITY OF HOPE, a California nonprofit public
benefit corporation

By: _____

Name:

Title:

By: _____

Name:

Title:

Exhibit A:

Mitigation Monitoring and Reporting Program

Exhibit B:
Project Description

Exhibit C:
Project Approvals

Exhibit D:

Legal Property Description

Exhibit E:
City of Hope Specific Plan