

May 8, 2012

AGENDA
REGULAR JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF DUARTE,
CITY COUNCIL AS SUCCESSOR AGENCY TO DISSOLVED
REDEVELOPMENT AGENCY OF CITY OF DUARTE,
AND DUARTE HOUSING AUTHORITY

TUESDAY, MAY 8, 2012

7:00 p.m. – Regular Session

COUNCIL CHAMBERS, 1600 HUNTINGTON DRIVE, DUARTE, CALIFORNIA 91010

MISSION STATEMENT

With integrity and transparency, the City of Duarte provides exemplary public services in a caring and fiscally responsible manner with a commitment to our community's future

MAYOR/HOUSING AUTHORITY CHAIR JOHN FASANA
MAYOR PRO TEM/HOUSING AUTHORITY VICE CHAIR LIZ REILLY
COUNCILMEMBER/HOUSING AUTHORITY BOARD MEMBER MARGARET FINLAY
COUNCILMEMBER/HOUSING AUTHORITY BOARD MEMBER TZEITEL PARAS-CARACCI
COUNCILMEMBER/HOUSING AUTHORITY BOARD MEMBER PHIL REYES

City/Authority Staff:

Darrell George, City Manager/Housing Authority Executive Director
Kristen Petersen, Assistant City Manager/Housing Authority Assistant Executive Director
and Director of Administrative Services
Craig Hensley, Community Development Director
Cesar Monsalve, Interim Director of Parks and Recreation
Brian Villalobos, Director of Public Safety Services
Dan Slater, City Attorney/Housing Authority General Counsel
Marla Akana, City Clerk

ADDRESSING THE CITY COUNCIL AND HOUSING AUTHORITY:

If you wish to address the City Council or Housing Authority on any item on the Agenda, you should fill out a Speaker Card indicating which item or items on the Agenda you wish to speak about, and hand the card to the City Clerk. You will be called to the Podium when that item is heard by the City Council/Authority. If you wish to address the City Council or Housing Authority on any item that is not on the Agenda, but that is within the subject matter jurisdiction of the City or Authority, you may do so under the "Oral Communications" portion of the Agenda. At the podium, before starting your remarks, please state your name and city of residence for the record.

ADA ACCESSIBILITY NOTICE:

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, you should contact the City Manager's office at (626) 357-7931. Notification no later than 1:00 p.m. on the day preceding the meeting will enable the City to make reasonable arrangements to assist your accessibility to this meeting.

Note: Any documents distributed by the City/Authority to a majority of the City Council/Housing Authority Board less than 72 hours prior to the City Council/Authority meeting will be made available for public inspection at City Hall, 1600 Huntington Drive, Duarte, CA 91010, during normal business hours, except such documents that relate to closed session items or which are otherwise exempt from disclosure under applicable law.

5/08/12

May 8, 2012

1. CALL TO ORDER OF CITY COUNCIL AND HOUSING AUTHORITY, AND NOTATION OF ANY ABSENCES
2. ADOPTION OF THE AGENDA
3. PLEDGE TO THE FLAG
4. MOMENT OF REFLECTION
5. FITNESS/MENTAL WARM-UP
6. SPECIAL ITEMS
Presentation by Habib Balian, Chief Executive Officer, Metro Gold Line Foothill Extension Construction Authority – Progress and upcoming schedule of the Gold Line Foothill Extension Project
7. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS
Any person who wishes to make a brief announcement of a future community event that is open to the general public may do so at this time.
8. ORAL COMMUNICATIONS—ITEMS NOT ON THE AGENDA (30 MINUTES)
Any person wishing to speak on any issue that is not on the Agenda, but that is within the subject matter jurisdiction of the City or Authority, may do so at this time. The opportunity to speak is on a first come, first serve basis. Each person may speak once for no more than 3 minutes and there is a maximum of 30 minutes for all Oral Communications at this time. Under the Brown Act, members of the City Council, Authority, and staff can respond only with a brief reply to issues raised in Oral Communications, and no action on such matters may take place at this meeting.
9. ITEMS TO BE ADDED TO THE CONSENT CALENDAR (City Council/Housing Authority)
10. CONSENT CALENDAR (City Council/Housing Authority) – Page 1
All matters listed on the Consent Calendar are to be approved with one motion unless a member of the City Council/Authority removes an item for separate action. Any consent calendar item for which separate action is requested shall be heard as the next Agenda item.
 - A. City Council/Housing Authority – Approval of Minutes – April 24, 2012, April 30, 2012, and May 1, 2012
 - B. City Council/Housing Authority – Approval of warrants – May 8, 2012
 - C. City Council/Housing Authority – Motion to introduce and/or adopt all resolutions and ordinances presented for consideration by title only and waive further reading
 - D. Review of declaration of local emergency declared on December 5, 2011, due to wind storm, and determination of need to continue declaration of local emergency, pursuant to Government Code Section 8630(c)
 - E. Notices of absence by Michael Goldsmith and Nick Zigic from Economic Development Commission Meeting of April 4, 2012
 - F. City Council/City Manager Conference Attendance – Taste of Duarte, May 16, 2012, Duarte
11. ITEMS REMOVED FROM CONSENT CALENDAR (City Council/Housing Authority)
12. CONSENT CALENDAR (City Council as Successor Agency to Redevelopment Agency)
 - A. Approval of Minutes – April 24, 2012, April 30, 2012, and May 1, 2012
13. ITEMS REMOVED FROM CONSENT CALENDAR (City Council as Successor Agency to Redevelopment Agency)
14. BUSINESS ITEM – Page 12
 - A. Authorization for City Manager to execute a Professional Services Agreement with RBF Consulting for Preparation of an EIR and Specific Plan for the Gold Line Station TOD in the amount of \$440,000

May 8, 2012

- B. Authorization for City Manager to execute a Professional Services Agreement with Willdan Financial Services to undertake a survey and analysis pertaining to new revenue options in an amount not to exceed \$25,000
15. CONTINUATION OF ORAL COMMUNICATIONS
*Any person who did **not** speak during the initial 30 minute Oral Communications period earlier in the meeting, who wishes to speak on any issue that is **not** on the Agenda but that is within the subject matter jurisdiction of the City or Authority, may do so at this time. Each person may speak once for no more than 3 minutes. Under the Brown Act, the City Council, Authority, and staff can respond only with a brief reply to issues raised in Oral Communications and no action on such matters may take place at this meeting.*
16. ITEMS FROM CITY COUNCIL/AUTHORITY MEMBERS AND CITY MANAGER/EXECUTIVE DIRECTOR (AB 1234 reports on trips, conference attendance, and meetings)
17. ADJOURNMENT

MEMORANDUM

TO: City Council
FROM: City Manager
DATE: May 3, 2012
SUBJECT: Comments on Agenda Items, Meeting of May 8, 2012

ITEM 6. A presentation will be given by Habib Balian, the Chief Executive Officer for the Metro Gold Line Construction Authority. Mr. Balian will provide the City Council with a status on the progress and schedule of the Gold Line Foothill Extension Project.

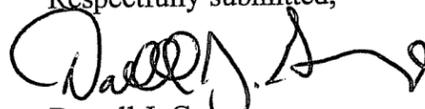
ITEM 10.D (Consent Calendar). Due to ongoing Field Services work associated with the damage from the December 2011 wind storm, it is necessary to continue the declaration of a local emergency.

ITEM 14.A. This item asks the City Council to consider entering into a Professional Services Agreement with RBF Consulting for the preparation of an EIR and Specific Plan for the Gold Line Station TOD in the amount of \$440,000. Staff asked three firms experienced in EIR and Specific Plan preparation to provide a Statement of Qualifications that addressed their experience and their firm's ability to complete a project of this scale. These three firms, RBF Consulting, Gruen Associates, and Bon Terra Consulting, each had relevant experience in being a lead EIR consultant for transit oriented development projects. Staff felt that the firm best suited to complete the project was RBF Consulting, and asked the firm to prepare the proposal for services that is now being considered. The City has worked with RBF in the past on the General Plan EIR and the Santa Teresita Specific Plan EIR. RBF has a strong team and an excellent track record of developing defensible EIRs and creative Specific Plans.

Important components of the RBF proposal are the market demand analysis and the public awareness and participation elements. Each of these elements are above and beyond a process typically done with an EIR and Specific Plan, but they were part of the package approved by Metro and very important for such a high profile project. They are also essential in guaranteeing that property owners, neighbors, the community, staff, and the City Council are fully informed. It is anticipated that the project will go forward as soon as the final MOU is completed with Metro, which we anticipate to be near the end of May. The current schedule calls for completion of the project in about 10-12 months, or by Spring 2013. Rezoning of the Gold Line Station area is necessary to meet the housing goals in the existing element, which is necessary prior to completing the next Housing Element.

ITEM 14.B. This item requests authorization be given to the City Manager to enter into a Professional Services Agreement with Willdan Financial Services in an amount not to exceed \$25,000 to undertake a new revenue options survey (Spanish and English), conduct a focus group, and provide an analysis pertaining to the results derived from the survey.

Respectfully submitted,



Darrell J. George
City Manager

MINUTES

JOINT CITY COUNCIL/CITY COUNCIL AS SUCCESSOR AGENCY TO DISSOLVED
REDEVELOPMENT AGENCY/HOUSING AUTHORITY OF THE CITY OF DUARTE
REGULAR MEETING – APRIL 24, 2012

CALL TO ORDER The City Council/City Council as Successor Agency to Dissolved Redevelopment Agency/Housing Authority of the City of Duarte met in a regular meeting in the Council Chambers, 1600 Huntington Drive, Duarte, California. Mayor Fasana called the meeting to order at 7:10 p.m.

RECORDATION OF ATTENDANCE The following were in attendance:
PRESENT: Finlay, Paras-Caracci, Reilly, Reyes, Fasana
ABSENT: None
ADMINISTRATIVE STAFF PRESENT: City Manager George, City Attorney Slater

ADOPTION OF AGENDA Finlay moved, Reilly seconded to adopt the Agenda, and carried unanimously.

PLEDGE TO THE FLAG Sandi Mejia led the Pledge of Allegiance to the Flag.

MOMENT OF REFLECTION A moment of reflection was observed.

FITNESS/MENTAL WARM-UP Reyes and Finlay provided the warm-up.

SPECIAL ITEMS
Presentation – Lemonade Brigade Kevin Morris, Mt. Olive High School, introduced Renee Reyes and Sarah Perez, who presented an overview of the Lemonade Brigade, including team members, mission statement, and events calendar, with the request that lemonade be named the official beverage of the City of Duarte. Mayor Fasana presented the Lemonade Brigade with a basket of fresh lemons and a congratulatory certificate for its entrepreneurial success. Reilly moved, Finlay seconded to designate lemonade as the official beverage of the City of Duarte, and to designate the Lemonade Brigade as the official provider, and carried unanimously.

Public Safety update Brian Villalobos presented the monthly Public Safety update and year-to-date crime statistics, and announced the Citywide Emergency Preparedness Class on June 29 at 7:00 p.m.

ANNOUNCEMENTS Robert Yoohanna thanked all who helped with the food truck event, and announced upcoming Cinco de Mayo event.

Adriana, Duarte High School senior, announced Name That Tune event on Friday, car wash on Saturday, and stated the band is raising funds for an end-of-the-year trip.

Joanna Gee, Duarte Library, announced upcoming workshops, programs, and events.

Karen Herrera announced upcoming community events in the months of April and May.

Miriam Fox, DUSD, announced the District received \$95,000 in grants, and CST testing will be conducted May 7-23.

Henry Baltazar announced LULAC Cinco de Mayo celebration at Beardslee Park on May 5.

Jim Kirchner, Duarte Chamber, announced Taste of Duarte on May 16 at Westminster Gardens.

ORAL COMMUNICATIONS

The following spoke on items not on the Agenda.
Roy Torres – Food truck event.

ITEMS ADDED TO CONSENT
Letters opposing AB 2231 and
AB 1551 (Item L)

Reilly moved, Finlay seconded to add approval of letters opposing AB 2231 (Fuentes) and AB 1551 (Torres) to the Consent Calendar as Item L, and carried unanimously. Mayor Fasana asked that the letters also be sent to the authors of the bills.

CONSENT CALENDAR
(City Council/Housing Authority)

10.E – Steve Hernandez stated Huntington Drive was torn up by the storm and had unsafe areas, and thanked the City for repairing it.

10.H – Steve Hernandez inquired about what the Council Bill entails. Petersen stated it pertains to sales tax information only.

Reyes moved, Paras-Caracci seconded to approve the Consent Calendar (City Council/Housing Authority), as follows, and carried unanimously.

Approve Items A, B, C, D, E, F, G, H, I K, L.
Remove Item J.

Item H–Council Bill 12-R-08 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, AUTHORIZING EXAMINATION OF SALES, USE, AND TRANSACTIONS TAX RECORDS

ITEM REMOVED (Item J)
Council Bill 12-R-09
Town Center Ad Hoc Committee

Reilly moved, Finlay seconded to continue this item to the next City Council Meeting, and carried unanimously.

CONSENT CALENDAR
(City Council as Successor
Agency)

Finlay moved, Reilly seconded to approve the Consent Calendar (City Council as Successor Agency), as follows, and carried unanimously.
Approve Items A, B, C, D, E.

COMMISSION ITEMS
Traffic Safety Commission
Foothill Transit Bus Signal
Priority Demonstration Project

Petersen provided information about the recommendation from the Traffic Safety Commission, and introduced LaShawn King Gillespie, Foothill Transit, and Lisa Woodward, Telvant, who presented an overview of the Foothill Transit Bus Signal Priority Demonstration Project, including project team, goals, Line 187, buses, wireless network, intersections, Foothill Bus Yard, Duarte intersections, and device requirements, and answered questions from Councilmembers pertaining to technology for the City's transit buses, delay time, pedestrians, and noticeability.

Parks/Recreation Commission
Park and Facility Naming and
Renaming Policy

Reyes moved, Paras-Caracci seconded to approve the Foothill Transit Bus Signal Priority Demonstration Project, per Traffic Safety Commission recommendation, and approve the Signal Priority Agreement, and carried unanimously.

Cesar Monsalve presented a staff report about the recommendation from the Parks and Recreation Commission regarding the City Park and Facility Naming and Renaming Policy.

There was discussion about a policy for street naming. Reilly stated while in Chicago, she saw smaller signs honoring a person that were placed above the street sign.

Steve Hernandez stated he is glad there is a policy, Lena Valenzuela Park was named prior to her death, and he would like to see a plaque for Margaret Viramontes in Duarte Park.

Finlay moved, Reilly seconded to approve the City Park and Facility Naming and Renaming Policy, per Parks and Recreation Commission recommendation, and to bring back a discussion about a street naming policy within 60 days, to include consideration of the suggestion of a smaller sign honoring a person placed above the street sign, and carried unanimously.

BUSINESS ITEM
Appointment to Town Center Ad
Hoc Committee (Finlay)

Finlay moved, Reyes seconded to continue this item, and carried unanimously. Later in the meeting, Reilly moved, Finlay seconded to reconsider the item, and carried unanimously.

Finlay appointed Sister Mary Ignatius to the Town Center Ad Hoc Advisory Committee.

ITEMS FROM CITY COUNCIL/
CITY MANAGER

REYES: Inquired about the status of the Oversight Committee (George provided names of the five appointees to date, and stated the meeting date has not yet been scheduled), attended NALEO event in Chicago relating to wellness and hopes we look at developing a steering committee to look at wellness in its totality, thanked all involved with the food trucks event, and attended the Armenian Council of America event commemorating the anniversary of the Armenian genocide.

PARAS-CARACCI: Stated community movie night was well attended, attended Earth Day event and track and field event, saw the food trucks, attended Building Bridges event and served on the panel, congratulated Allan Cook for becoming the Duarte Elks Exalted ruler, and will attend the upcoming ACT-SO event.

FINLAY: Congratulated Mayor Pro Tem Reilly for receiving the Continuing Service Award from the Duarte PTA Council, announced Judy Chu's artistic discovery event on May 5 at City of Hope, Slaw Dogs is now open, the El Salvadoreno Restaurant is making improvements, a new Vietnamese restaurant will be opening soon, and stated while attending a graduation in Utah, it was announced that upcoming Tournament of Roses President

Sally Bixby was in the audience.

REILLY: Attended NALEO conference in Chicago, stated we already do many things that were suggested, and stated she would like to develop a policy for health and wellness.

FASANA: Commended staff on the Earth Day celebration, he received complaints that the "no left turn" signs on poles at the AM/PM on the southeast side of Mountain and Huntington are blocked, announced Budget Workshop on Monday and Tuesday, met with pony youth baseball regarding adding ball diamonds, discussed creating more opportunities for tournaments and adult leagues, received complaints about the liquid amber trees on the fields, he would like to discuss a plan to augment the fields, he would like to be aware of suggestions to expand the boxing gym, and stated we may need to augment some revenues.

Finlay moved, Paras-Caracci seconded to adjourn the meeting at 9:07 p.m., to the Budget Workshop, April 30, 2012, 4:00 p.m., and carried unanimously.

ADJOURNMENT

Mayor John Fasana

ATTEST:

City Clerk

MINUTES

ADJOURNED REGULAR JOINT MEETING OF THE CITY COUNCIL/
CITY COUNCIL AS SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT
AGENCY/HOUSING AUTHORITY OF THE CITY OF DUARTE
BUDGET WORKSHOP – MONDAY, APRIL 30, 2012

CALL TO ORDER The City Council, City Council as Successor Agency to Dissolved Redevelopment Agency, and Housing Authority of the City of Duarte met in a Budget Workshop in the Duarte Community Center, 1600 Huntington Drive, Duarte, California. Mayor Fasana called the meeting to order at 4:10 p.m.

ADOPTION OF AGENDA Paras-Caracci moved, Reilly seconded to adopt the Agenda, and carried unanimously.

RECORDATION OF ATTENDANCE PRESENT: Finlay (arrived at 4:30 p.m.), Paras-Caracci, Reilly, Reyes, Fasana
ABSENT: None
ADMINISTRATIVE STAFF PRESENT:
City Manager/Executive Director George
Assistant City Manager Petersen
Director of Community Development Hensley
Interim Director of Parks and Recreation Monsalve
Director of Public Safety Services Villalobos
The meeting functioned as a "Committee of the Whole."

PUBLIC INPUT The following spoke:
-Alan Heller – DCTV.
-Mary Barrow – Barrow-Hoffman.
-Levon Yotnakhparian – His Council meeting recording contract.

BUDGET OVERVIEW George provided a general overview of the past year, and laid out the order that the Budget Workshop items would be discussed. Petersen gave an overview of the City's accomplishments, presented the budget philosophy and proposed 2012/13 budget, and reviewed the process, highlights, and recommendations. She presented information about the General Fund, other City funds, and the Housing Authority, then focused on the Recommended Budget Reduction Table.

DELIBERATION/COMMENTS The City Council/Authority Board deliberated on the information provided, and acted on the items recommended for reduction on the Recommended Budget Reduction Table. The following actions pertaining to the 2012/13 budget were moved, seconded, and carried unanimously:
-The reduction to DCTV, Parks and Recreation Travel and Training, and Part-Time Facility Repair hours were not approved by Council.

-Budgets for Barrow-Hoffman and the Parks and Recreation Office Assistant were reduced by \$6,000 and \$5,800, respectively.

-Budgets for the Chamber, mid-week park restroom cleaning, and a Special Assignment Deputy were retained; however, they will be reduced as of January 1, 2013, if a revenue measure is not pursued or approved in November 2012.

ADJOURNMENT

Paras-Caracci moved, Reyes seconded to adjourn the Budget Workshop at 8:30 p.m., to Tuesday, May 1, 2012, at 4:00 p.m., and to continue the items not considered at this meeting, and carried unanimously.

Mayor John Fasana

ATTEST:

City Clerk

MINUTES

ADJOURNED REGULAR JOINT MEETING OF THE CITY COUNCIL/
CITY COUNCIL AS SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT
AGENCY/HOUSING AUTHORITY OF THE CITY OF DUARTE
BUDGET WORKSHOP – TUESDAY, MAY 1, 2012

CALL TO ORDER

The City Council, City Council as Successor Agency to Dissolved Redevelopment Agency, and Housing Authority of the City of Duarte met in a Budget Workshop in the Duarte Community Center, 1600 Huntington Drive, Duarte, California. The Budget Workshop was continued from April 30, 2012. Mayor Fasana called the meeting to order at 4:09 p.m.

RECORDATION OF
ATTENDANCE

PRESENT: Paras-Caracci, Reilly, Reyes, Fasana
ABSENT: Finlay

ADMINISTRATIVE STAFF PRESENT:

City Manager/Executive Director George
Assistant City Manager Petersen
Director of Community Development Hensley
Interim Director of Parks and Recreation Monsalve
Director of Public Safety Services Villalobos

The meeting functioned as a "Committee of the Whole."

DELIBERATION/COMMENTS
(Continued from 4/30/12)

The City Council/Authority Board continued deliberating on the information provided pertaining to the proposed 2012/13 budget. The following actions pertaining to the 2012/13 budget were moved, seconded, and carried unanimously:

-A Revised Recommended Budget Reduction Table presented by Petersen was discussed, and staff was directed to bring back the budget document in June 2012.

-A table of past cuts and program reductions was presented and discussed. Jim McGuire, Willdan, gave a presentation on revenue measures. Council deliberated on the information provided, and directed staff to bring a proposal for a revenue measure survey to the next City Council meeting with alternatives for a two-measure survey and a three-measure survey.

ADJOURNMENT

Paras-Caracci moved, Reilly seconded to adjourn the Budget Workshop at 6:35 p.m., and carried unanimously.

Mayor John Fasana

ATTEST:

City Clerk

RECEIVED
APR 25 2012
CITY OF DUARTE



Memorandum

To: City Council

From: EDC Commissioner Michael Goldsmith

CC: File

Date: April 23, 2012

Subject: Notice of Absence Commission Meeting - Date: April 4, 2012

Reason for Absence:

Accident Vacation Other**
 Sickness Death in Family

Date of Meeting Absence 4-4-12

** Explanation of Absence KNEE INJURY - (L)


Signature 4-24-12

Absence noted by City Council

Date



Memorandum

To: **City Council**

From: **EDC Commissioner Nick Zigic**

CC: **File**

Date: **April 23, 2012**

Subject: Notice of Absence Commission Meeting – Date: April 4, 2012

Reason for Absence:

_____ Accident Vacation _____ Other**

_____ Sickness _____ Death in Family

Date of Meeting Absence _____ April 4, 2012 _____

** Explanation of Absence _____ Spring Break Vacation with family _____

Signature 

Absence noted by City Council

Date

MEMORANDUM

TO: Mayor and Councilmembers

FROM: Darrell J. George, City Manager

DATE: May 3, 2012

SUBJECT: Conference Attendance – City Council Meeting of May 8, 2012



Duarte Chamber of Commerce
Taste of Duarte and Business Expo
May 16, 2012
Westminster Gardens, 1420 Santo Domingo, Duarte
\$25 advance tickets

Taste of Duarte.com and Business Expo

Wednesday, May 16 • 5 to 8 p.m.

Held at Westminster Gardens, 1420 Santo Domingo, Duarte

Restaurant food and drink tastings and entertainment
are all included in the
price of admission!



- Food and drink samples from over 20 Restaurants
- Displays by over 40 Businesses & Organizations

• ADVANCE TICKETS: adults, \$25; seniors 55+ and children 6-12, \$20
NOW AVAILABLE ONLINE at TasteofDuarte.com
and at the following locations:

- Cabrera's Mexican Cuisine, 1856 Huntington Dr.
- Duarte Public Safety, 1042 Huntington Dr.
- Curves for Women, 1159 Huntington Dr.
- Duarte Senior Center, 1610 Huntington Dr.
- Duarte City Hall, 1600 Huntington Dr.
- Frontier Hardware, 2137 E. Huntington Dr.

• AT THE GATE TICKETS: adults, \$30; seniors 55+ and children 6-12, \$20

TICKETS



www.TasteofDuarte.com
1634 Third St., Duarte, CA 91010 • (626) 357-3333 • info@DuarteChamber.com

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MEMORANDUM



TO: Mayor and City Council
FROM: Craig Hensley, AICP, Community Development Director 
DATE: May 8, 2012
SUBJECT: Selection of RBF Consulting as Lead Consultant for Preparation of EIR and Specific Plan for the Gold Line Station Specific Plan and Authorize the City Manager to Execute a Professional Services Agreement in the Amount of \$440,000

RECOMMENDATION

Staff recommends that City Council authorize the City Manager to execute a Professional Services Agreement in the amount of \$440,000 with RBF Consulting for preparation of an EIR, Specific Plan and public awareness and participation plan for the Gold Line Station area.

BACKGROUND

The City of Duarte received a METRO Grant for planning around the future Gold Line Station area. The \$400,000 grant is to cover the preparation of an EIR and Specific Plan, a market demand analysis and a public awareness and outreach program. Duarte is required to provide a financial match of \$50,000 and minimum of \$25,000 of in-kind services (Staff time).

To make the consultant selection, Staff asked three firms experienced in EIR and specific plan preparation to provide a Statement of Qualifications that addressed their experience and their firm's ability to complete a project of this scale. These three firms, RBF Consulting, Gruen Associates and Bon Terra Consulting each had relevant experience in being a lead EIR consultant for transit oriented development projects. Staff felt that the firm best suited to complete the project was RBF and asked the firm to prepare the proposal for services that is now being considered. The City has worked with RBF in the past on the General Plan EIR and the Santa Teresita Specific Plan EIR. RBF has a strong team and has an excellent track record of developing defensible EIR's and creative specific plans.

After making the initial selection of RBF as the firm that would provide a detailed proposal, RBF was asked to invite proposals for design subconsultants to address urban design and design guideline issues. City and RBF Staff interviewed three possible design subconsultants, Hogle-Ireland, Dahlin Group and MVE. Of these three,

it was determined that Dahlin Group and MVE were the best qualified and each was asked to provide a proposal. Both of these firms were equally qualified, however, the Dahlin Group proved to be a more cost effective alternative with a proposal cost of \$104,998 versus \$167,500 proposed by MVE. Note: this subconsultant price is part of the overall proposal cost and the contract will be managed by RBF.

Important components of the RBF proposal are the market demand analysis and the public awareness and participation elements. Each of these elements are above and beyond a process typically done with an EIR and Specific Plan but they were part of the package approved by METRO and very important for such a high profile project. They are also essential in guaranteeing that property owners, neighbors, the community, Staff and the Council are fully informed.

The market demand analysis will include a current market assessment, an analysis of the economic feasibility of development of the area and a fiscal impact analysis of the project area to determine development impacts both positive and negative.

The public awareness and participation element of the project will include the use of Laer, Pearce & Associates to address public participation. This project will have an extensive public outreach element that goes above and beyond what is typically done with an EIR and Specific Plan. The plan includes multiple stakeholder meetings focused on receiving input of neighboring residents and property owners, a special joint "workshop" meeting of the Planning Commission and City Council, a fact sheet about the project that will be provided to neighbors and the community, a media outreach component to spur education of the media, additional content for the City website and more.

For the past several years, the City Council has taken several actions that call for a specific plan in this area. First, the 2007 General Plan that calls for a specific plan to be developed for the approximately 19 acres on the northwest corner of the intersection of Highland Avenue and Duarte Road. In 2007, the proposed build-out of the area was less dense than anticipated in the IBI plan and the original Lowe proposal. The EIR will provide the analysis of a more dense build-out than anticipated in the 2007 General Plan, but the final decision on acceptable build-out density will be up to the City Council at the end of this project. Second, the Housing Element also calls for a rezoning of the Gold Line Station area to accommodate residential as a component of a larger mixed use project.

It is anticipated that the project will go forward as soon as the final MOU is completed with METRO which we anticipate to be near the end of May. The current schedule calls for completion of the project in about 10-12 months so project completion is anticipated in Spring 2013. Completion in this time frame will permit the City to also complete its next Housing Element prior to the October 2013 deadline. Rezoning of the Gold Line Station area is necessary to meet the housing goals in the existing element which is necessary prior to completing the next Housing Element.

**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 RBF Consulting ("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 _____, 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 consulting services addressed in Exhibit A that include the preparation of an EIR, Specific Plan, market demand analysis and a public awareness and participation program, which services may be referred to herein as the "services" or "work" hereunder. The Scope of Service may also include tasks based on the Statement of Qualifications attached as Exhibit "A." In the event of any inconsistency between the terms of Consultant's Statement of Qualifications 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.
- F. Consultant shall in this Agreement, and include in every contract entered into related to services rendered in this Agreement, agree to those sections of the Los Angeles County Metropolitan Transportation Authority (LACMTA) Transit Oriented Planning Grant Program Grant Agreement that relate to work performed under the LACMTA agreement; LACMTA Reporting and Expenditure Guidelines; and that LACMTA shall have the right to review and audit such contracts. Consultant shall be provided a copy of this agreement prior to beginning any work.

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, including 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 Collette Morse 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, up to \$439,965.00 based on the proposal for services in attached Exhibit A.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Community Development Director. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Community Development Director 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:

Craig Hensley
City of Duarte
Community Development Department
1600 Huntington Drive
Duarte, California 91010

If to Consultant:

Collette Morse
RBF Consulting
PO Box 57057
Irvine, CA 92619-7057

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]

DRAFT

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

CITY OF DUARTE

CONSULTANT

By _____
Darrell George
City Manager

By _____
Colette Morse

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Dan Slater
City Attorney

DRAFT

EXHIBIT "A"
SCOPE OF SERVICES
(On Following Pages)

DRAFT



April 25, 2012

JN: 10-108568.999

Mr. Craig Hensley, AICP
Mr. Jason Golding
CITY OF DUARTE
1600 Huntington Drive
Duarte, California 91010

Subject: Proposal to Prepare a Specific Plan and Environmental Impact Report for the Duarte Gold Line Station TOD

Dear Mr. Hensley and Mr. Golding:

RBF Consulting, a Company of Michael Baker Corporation (RBF) is pleased to submit this proposal to the City of Duarte to prepare a Specific Plan and Environmental Impact Report (EIR) for the Duarte Gold Line Station TOD Project. The proposal is based upon information provided to RBF in several meetings with City Staff about the project.

The RBF Consulting Team - The Right Team for Duarte

RBF brings to the City of Duarte over 67 years of experience providing services to communities throughout southern California. Our Team combines qualified and experienced planners and urban designers, environmental planners, transportation engineers, market analysts, and public relations/outreach experts. This well-rounded Team has worked together on other specific plans, and will ensure milestone goals are met and the outcome is consistent. The Team members and their role(s) are identified below:

- **RBF Consulting** | Project Management / Specific Plan Lead / EIR / Community Outreach
- **Dahlin Group** | Urban Design Lead / Land Use Alternatives / Design Guidelines
- **Economic & Planning Systems** | Market Analysis
- **Laer Pearce & Associates** | Public Awareness and Participation

In addition, RBF offers the following benefits for your consideration.

RBF Staff Commitment and Availability: The designated Project Director, Ms. Collette Morse, AICP, and Specific Plan Project Manager, Ms. Margit Allen, AICP, are committed to completing this project for the City within a specified timeframe by maintaining close communication with City Staff and working quickly to resolve critical environmental issues.

Team Player: The RBF Team will work closely with the City of Duarte as an extension of City Staff to resolve conflicts early and expedite the Specific Plan and CEQA processes.

Excellent Track Record of Meeting Schedules and Budgets: RBF has proven capabilities to effectively complete environmental studies on time and on budget.

Background in Duarte: RBF's recent consulting services for the City involving the General Plan EIR and the Initial Study for the Rose Gardens at Santa Teresita project have provided us greater insight into issues of concern in the community and confirmed the need to prepare and process legally sound and defensible documentation.

Urban Infill and Transit Village Project Experience: RBF has prepared planning and environmental documents for infill projects for a number of cities, including Beverly Hills, San Gabriel, Cypress, Orange, Lancaster, Signal Hill, El Monte, and Monterey Park. Recent experience includes the EIR/EA for the North Downtown Lancaster Neighborhood Revitalization/Transit Village Plan, the Supplemental EIR for the Mission 261 Village project in San Gabriel, the Palmdale Transit Village EIR in the City of Palmdale, and the El Monte Transit Village Specific Plan in the City of El Monte.

Multi-Disciplinary Capabilities: RBF possesses a unique in-house network of over 600 professionals in disciplines including Planning/Environmental Services, Transportation/Traffic Engineering, Civil Engineering (including Grading, Public Works, Water/Wastewater and Hydrology) Mechanical/Electrical/Energy Engineering, Computer Aided Design and Drafting (CADD) and Geographic Information Systems (GIS) Services, Mapping, Surveying, Aerial Photogrammetry and Media Services, which results in a coordinated and efficient effort, with full-service consulting capabilities within one firm.

Legally Defensible Documentation: Preparation of legally defensible documents is imperative in today's environment. RBF has over 39 years of extensive experience in writing accurate, legally defensible environmental documents for all types of controversial projects.

On behalf of the Project Team, we appreciate the opportunity to submit this proposal to the City of Duarte and are available to begin this priority work effort immediately. Please do not hesitate to contact Ms. Morse at (949) 855-3653, cmorse@rbf.com, or Ms. Allen at (949) 855-3651, mallen@rbf.com if you have any questions or require any additional information.

Respectfully submitted,



Collette L. Morse, AICP
Vice President
Planning/Environmental Services

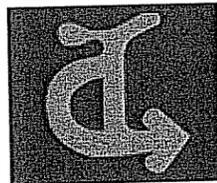


Margit G. Allen, AICP
Vice President
Planning/Entitlement Services

PROPOSAL FOR CONSULTING SERVICES

DUARTE GOLD LINE STATION TOD SPECIFIC PLAN AND ENVIRONMENTAL IMPACT REPORT

Submitted to:



City of Duarte
Community Development Department
1600 Huntington Drive
Duarte, California 91010-2592

Submitted by:



April 25, 2012



I. SCOPE OF WORK

The following scope of work responds to the City of Duarte's desire to prepare a transit-oriented development (TOD) specific plan and CEQA documentation for the 19-acre project area that borders the future Duarte Gold Line Station. The project area is generally located at the northwest corner of Duarte Road and Highland Avenue, and is bordered by the I-210 freeway to the north, the METRO-owned railroad right-of-way to the south, Highland Avenue to the east, and a single-family residential neighborhood to the west. The project area currently contains three large light-industrial properties.

The outlined approach for completion of this document includes the following phases:

Phase I – Understanding the Gold Line Station TOD Area

Phase II – Planning the Development of the Gold Line Station TOD

Phase III – Public Awareness and Participation

Phase IV – Analyzing the Impacts

Phase V – Meetings and Public Hearings

Using this approach, the RBF Team will work with City Staff to identify development constraints and/or issues, plan effectively for those constraints, and analyze the plan to mitigate impacts, reduce future entitlement and environmental processing timeframes and generate economic expansion opportunities within the Gold Line Station TOD project Area.

PHASE I UNDERSTANDING EXISTING CONDITIONS

RBF understands the desire of the City to implement a flexible Specific Plan in the area adjacent to the planned Gold Line station. This is based on the desire to allow a flexible framework of residential and non-residential uses that will be synergistic with the City of Hope and the coming transit station. An important step in this process is ensuring that an important project such as this starts off on the right track. To ensure this, RBF proposes the following tasks to initiate the project.

TASK 1.1 KICK-OFF MEETING AND SITE TOUR

The RBF Team will attend a kick-off meeting with key City Staff to review the key planning issues, identify City Staff's vision and goals for the project, identify key parameters of analysis, discuss project schedule, deliverables, and key City/community meetings including meetings with the Planning Commission and City Council. Discussion items for this meeting will also focus on communication protocols and a review of the proposed Scope of Work, Fee, and Schedule to ensure effective management and implementation of the project. After this meeting is complete, the RBF and City Staff (optional) will conduct a walking tour of the project site to review existing uses/businesses located within the project area and conduct a detailed photographic recording of on-site and surrounding uses to provide greater planning context.



TASK 1.2 BASELINE DATA REVIEW AND ANALYSIS

Understanding the existing development within the project area is an important first step in the planning process. Utilizing our knowledge of Duarte, RBF will perform baseline data review and analysis of the project area. This review and analysis will gain understanding in the current policy framework governing development, and assess the market conditions (refer to Task 2.1) and infrastructure capacity within the project area. Relying on existing documentation from the City of Duarte, Metro, and other relevant agencies will provide the RBF Team with a solid foundation to move forward. Specific documents that will be referenced include:

- Metro Gold Line EIRs
- City of Duarte General Plan and General Plan EIR
- City Municipal Code
- Infrastructure plans and studies provided by the City

Task 1.2.1 Transportation Existing Conditions

RBF will review the City's General Plan, previous Metro planning efforts, current City roadway design standards, and other appropriate planning documents within the City. Key transportation graphics will be developed showing proposed facilities in the study area. In addition to the proposed facilities, RBF will inventory the existing transportation system, including:

- Existing bicycle facilities
- Existing transit facilities (bus stops in the vicinity) and service
- Current lane configurations at intersections and roadway segments in the study area
- Current sidewalk condition and locations
- Current pedestrian linkages and crossing locations including locations of in-pavement flashers
- Existing parking facilities on-site and the number of spaces

In addition to the information obtained above, RBF will meet with a member of the Duarte Police Department to identify any potential safety concerns or mode conflicts on the existing network of transportation.

Task 1.2.2 Hydrology and Water Quality Existing Conditions

RBF will prepare a hydrology and water quality technical report for the proposed project, which will support the Specific Plan and EIR (the costs for this report are split between Task 1.2.2 and Task 4.2.5G). The report will discuss the impacts to drainage patterns, flooding, and water quality for one development scenario. Since the project site involves redeveloping a project area that will utilize existing drainage systems, research and coordination with City of Duarte staff is a key component of the study. All hydrology analysis will be in conformance with current Los Angeles County Standards and will include existing and proposed hydrology for two storm events. The water quality impacts of the redevelopment will be evaluated based on the latest NPDES MS4 permits. A menu of available Best Management Practices (BMPs) which meet the NPDES requirements will be included in the



report. This scope assumes that topography, site plans, and any local storm drain plans will be provided by the City.

Task 1.2.3 Water Existing Conditions

RBF will prepare a water facility investigation for the proposed project, which will support the Specific Plan and EIR (the costs for this report are split between Task 1.2.3 and Task 4.2.5I). RBF will focus on existing water sources/availability, infrastructure connections, easements modifications and necessary mitigation. As part of the water supply investigation, RBF will assume water and recycled water master plans are available for review. If the plans are outdated, RBF will contact California American Water Company (CAWC) staff to determine updated water distribution information. RBF will review the proposed land use plan and prepare water flow estimates. Assuming the proposed land uses will result in increased water demand for the study area, RBF will identify CAWC current plans for drinking and irrigation water distribution. This scope of work excludes preparation of a Senate Bill 610 (SB 610) Water Supply Assessment (WSA). However, in the event that the City and CAWC prefer that RBF prepare the WSA, an optional task has been provided.

Task 1.2.4 Wastewater Existing Conditions

RBF will prepare a sewer investigation for the proposed project, which will support the Specific Plan and EIR (the costs for this report are split between Task 1.2.4 and Task 4.2.5I). RBF will focus on existing capacities, infrastructure connection, easements modifications and necessary mitigation. For the sewer investigation, RBF will review the proposed land use plan and prepare sewer flow estimates. The type of sewer service currently implemented for the project area will be identified. If the area is served by collection sewers, and the proposed land uses will result in increased sewer flows, RBF will identify available information regarding excess sewer conveyance. This task assumes City or other Agency system, and no private septic tanks.

TASK 1.3 BASEMAP MAP CREATION

RBF will prepare a base map for land use planning and Specific Plan purposes. The base map will utilize record boundary obtained from a preliminary title report provided by the City (RBF can obtain the title report independently as a reimbursable cost). The base map will also include existing topographic contours obtained from Intermap at a scale of 1"=5'.

Constraints: A legal constraints map will be prepared based on the record boundary which locates any plottable easements that may result in constraints to land planning efforts.

Assumptions: RBF assumes that the City will provide a preliminary title report.

Task 1.3 Deliverable(s):

- Base Map for land planning in CADD and PDF formats
- Constraints Map of plottable easements in PDF format



TASK 1.4 DEVELOPMENT CAPACITY

Dahlin Group will work with RBF and City Staff to develop a capacity level program for this site. As this is a long range project and flexibility is a critical element, the site's development capacity should be discussed and defined in order to prepare a Concept Plan, with an understanding of the scale of development. Land uses, residential densities and building types, commercial and retail components, community amenities, circulations systems and other plan elements will all be discussed. Based upon these discussions, Dahlin Group will provide RBF with a written program that will guide the Concept Plan development.

TASK 1.5 COMMUNITY CHARACTER AND IMAGERY

Community imagery or "thematic criteria" will be explored and presented. We feel it is very important to establish the "story" of the community during the design process. Dahlin Group will prepare photo-storyboards utilizing a collage of visual images that will illustrate the vision for the fundamental ideas that form the basis of the Plans. Using this technique, we can create the image of lifestyle and common architectural character that give this community a unique sense of place.

These visual tools may evolve, however they keep everyone tracking the same direction over the course of the planning effort. They essentially express how the vision's core values come to life in built form, and keep that vision from becoming watered down over time. They will also be important for presentation at public hearings to enroll everyone in the vision of the TOD. These images also become the basis for the architectural design guidelines that are included in the Specific Plan.

PHASE II GOLD LINE STATION TOD PLANNING

Planning the Development of the Gold Line Station TOD will require careful consideration of the various constraints affecting development, a distinct vision for how the area should look and "feel," provide opportunities for new development that complements existing development within and surrounding the project area, while fostering new high quality developments that embrace new directions for the City and its residents. Development of a flexible land use and urban design plan is key to the success of the program.

It is possible that the proposed land use mix in the Specific Plan would require implementing General Plan Amendments as part of City approvals if the land use mix is substantially different from the uses identified in General Plan Table LU-4. It is assumed that the City will coordinate required amendments.

The work effort for this phase will be collaboratively produced by RBF Consulting and the Dahlin Group.



TASK 2.1 MARKET DEMAND ANALYSIS

Economic & Planning Systems (EPS) anticipates the work will be performed in five, roughly sequential tasks: Initiation and Data Collection; Development Feasibility Assessment; Fiscal Impacts and Economic Benefits Analysis; Implementation Strategy; and Report Preparation. EPS will provide the following services on a time and materials basis, assuming a maximum of 142 hours.

Project Initiation and Data Collection

EPS will obtain critical data for subsequent analyses, including: an initial draft program for the proposed study area with a range of permissible alternative uses, mixes, densities, and prototypes (including parking strategies); market assessment data about real estate performance within the vicinity of the study area; an overview of land ownership on the proposed site, and an overview of all pipeline projects that may influence future development opportunities, including projects by Metro and the City of Hope.

EPS assumes the City and stakeholder interviews will provide all data to be collected in this task and will not conduct any supplementary research.

Development Feasibility Assessment

EPS will evaluate potential program scenarios for development feasibility under current and future market conditions. The scenarios will be based on findings from the first task, which EPS and the team will employ to formulate two or three draft program scenarios featuring a range of use types, use mixes, and densities that are consistent with industry standards for development feasibility and that meet the City's policy criteria. Using residual land value analysis techniques, EPS will test these scenarios to understand what uses and mixes at what densities meet the City's criteria for economic feasibility. Working closely with the team, EPS will refine these findings into a final program that meets economic, policy, and stakeholder goals.

Fiscal Impacts and Economic Benefits Analysis

In this task, EPS will assess at a high level the potential fiscal impacts and economic benefits that may result from the proposed project. The findings could indicate additional impediments to implementation or alternatively offer an opportunity to capture value created by the project that can be used to stimulate development and fund infrastructure.

For fiscal impacts, EPS will estimate General Fund revenue in the form of incremental property tax, sales tax, and transient occupancy tax (if applicable) that may result from the final concept plan. For fiscal costs, EPS will focus mainly on incremental major general fund items such as public safety and public works as needed to adequately serve the concept plan at City level of service standards. For economic benefits, EPS will estimate direct ongoing jobs created, retail sales, and rental revenues from all proposed uses.



Implementation Strategy

EPS will provide a general framework for implementation of the proposed plan, bringing together the market data, program economics, and the fiscal and economic impact estimates from the earlier tasks. In addition, EPS will consider infrastructure financing mechanisms that will be necessary to provide the level of public facilities improvements needed for a viable program.¹ If pure market-based development is infeasible, i.e., if there is a "gap" between development costs and value created under market conditions, EPS and the consultant will identify a variety of tactics to close the gap, including up-zoning, shared public parking, and phasing that can induce and then benefit from the catalytic effects produced by a cornerstone project. Such tactics may also provide flexibility to adjust the concept plan to respond to uncertain timing of the Metro station or a slow economic recovery.

Some tactics that EPS may review include the creation of special assessment districts such as the Mello-Roos Community Facilities Districts (CFDs) and infrastructure financing districts (IFDs); using specific tax revenue such as property, sales, and hotel taxes as allowed by law; long-term ground leases; inter-governmental sources; and public private partnerships.

Report Preparation

EPS will prepare a technical memorandum summarizing all findings. The memorandum will include exhibits that may be included as part of the Specific Plan Overlay and all backing analyses.

TASK 2.2 DEVELOPMENT OF ALTERNATIVE LAND USE SCENARIOS/URBAN DESIGN CONCEPT

Dahlin Group will work with RBF and City Staff as we begin the overall plan for this new TOD.

Task 2.2.1 Alternative Concept Plans and Preferred Concept Plan

Based upon the pertinent base data, capacity program, and imagery, Dahlin Group will prepare two alternative Concept Plans for review with RBF and City Staff. These alternative Concept Plans will identify major circulation systems, land uses and densities, amenities and major focal features or other form giving elements of the plan.

From review of the alternative Concept Plans and development capacity, a preferred Concept Plan will be developed. The preferred Concept Plan will also indicate building mass and scale, parking areas, focal points, and points of connectivity in plan form.

¹ For infrastructure needs, EPS will rely on City sources for baseline infrastructure capacity and potential for intensified use. For incremental infrastructure costs, EPS will work closely with the consultant team and City to develop estimates.



As a result of developing the alternative Concept Plans, Dahlin Group will work with RBF and City Staff to update the capacity program. Based upon these discussions, Dahlin Group will provide RBF with a written program that will reflect the preferred Concept Plan.

Task 2.2.2 Illustrative Plan

Once the Concept Plan has been completed to the City's satisfaction, Dahlin Group will produce the colored Illustrative Plan. This drawing is a full color presentation graphic and depicts the character and feel of the community. This drawing is much more than a "pretty picture." Dahlin Group has found the illustrative an invaluable tool in enrolling City officials and interested community groups into the vision for the development as well as a very effective marketing tool. The Illustrative will be a presentation quality colored plan for the entire site for use in public and private meetings and presentations. Dahlin Group will drop this drawing into the aerial photograph to show the new community within its context.

Task 2.2.3 Land Use Plan and Table

Dahlin Group will work with RBF staff and utilize the Concept Plan as a basis to prepare a Land Use Plan and Table that provides a statistical breakdown of the community land use elements. This will include a breakdown of the mix of residential densities and acreage calculations, commercial and retail acreages and anticipated square footages, acreages and square footages of amenities and acreages of parks and open space.

Task 2.2.4 Visual Simulations and Vignettes

Dahlin Group will provide additional presentation graphics to support the project efforts. In addition to the plan graphics discussed above, included within this proposal are the following graphics:

- Visual Simulations. These computer generated renderings will be based upon actual photos of site edge conditions and will illustrate how the proposed TOD will interface with its surrounding uses. Two visual simulations will be provided.
- Watercolor Perspective Vignettes. These create a more "romantic" vision of the human scaled, key elements of the plan. They will be of a plaza, focal point or some other special feature of the plan. Two water colored vignettes will be provided.
- Plan Vignettes. While the Illustrative Plan provides the overall look and character, there may be a need for illustrative plan vignettes at a larger scale to illustrate a special feature of the plan such as a focal point, entry monumentation, or public plaza space. These will be hand drawn and colored. Two plan vignettes will be provided.



TASK 2.3 PREPARATION OF ADMINISTRATIVE DRAFT SPECIFIC PLAN

RBF will prepare a Specific Plan document in compliance with California Government Code Sections 65450-65457 and with State Guidelines for the preparation of Specific Plans for review by City Staff. Based on our understanding of the project, the anticipated document would include the following chapters.

Chapter I: Executive Summary – A summary of the Specific Plan and a step-by-step framework to help readers obtain the information they are seeking in a user-friendly and efficient manner.

Chapter II: Introduction to the Specific Plan – A chapter including background and setting of the Specific Plan, policy framework of the Specific Plan, authority for the Specific Plan, a statement of General Plan consistency, statement of CEQA compliance, planning process, and other pertinent information. For budgeting purposes, we have assumed that City Staff will be responsible for preparing the first draft of the General Plan consistency text.

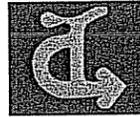
Chapter III: Development Plan – This chapter will provide a discussion of the land use concept, land use statistics in table format, and types of land uses, including residential and civic uses (if applicable).

Chapter IV: Infrastructure and Services Plan – This chapter will provide the project's Circulation Plan pertaining to the planned distribution, location, extent, and intensity of public and private circulation. This will be based on the Land Use Plan. A Circulation Plan exhibit and existing and proposed street cross-sections will be provided. A summary of the parking program will also be included.

Based upon the plans prepared by the project urban designer, and information gained from the City, a discussion of the water, sewer, storm drainage, and utility requirements will be provided in the Specific Plan document. This will include exhibits illustrating the appropriate facilities as required by Government Code. This section will also include a section pertaining to other essential facilities necessary to support the proposed land uses (e.g., schools, fire protection, law enforcement, library service, and solid waste disposal).

Chapter V: Design Guidelines – Dahlin Group will prepare design guidelines to illustrate preferred design elements through text, graphics, and photographs for a range of design elements, building types, edge conditions, signs, landscaping, and site planning considerations.

There will be flexibility built into the requirements to allow for individual creativity within the established framework. Design character will be illustrated through encouraged or discouraged elements and examples. Dahlin Group will provide design guidelines that give the City a level of comfort that they will see projects that meet their expectations, yet allow for future creativity as projects are submitted for development. The Guidelines will focus on good design principles rather than a particular architectural style and will address urban



design elements, architecture, signage, lighting, community artwork, and landscaping concepts.

Chapter VI: Land Use and Development Regulations – This chapter identifies general provisions, permitted land uses, site development standards, parking requirements, sign regulations, landscape requirements. A hybrid form-based code is anticipated. The chapter will be prepared by both RBF and the Dahlin Group, and will include a flexible, form-based menu of development standards and will be fully illustrated with diagrams or photos that illustrate the requirements.

Chapter VII: Implementation and Administration – This chapter provides the local implementing mechanisms to administer the policy and regulations contained within the Specific Plan. This includes development approval and permit procedures as well as potential financing strategies. Dahlin Group and RBF will utilize their extensive, private-sector experience to develop flexible strategies that appeal to the builder/developer marketplace and encourage quality development.

The proposed Specific Plan would provide the policy and regulatory framework to implement the proposed program. At this time, the General Plan map identifies this area as "Specific Plan," and the Zoning Map identifies it as Manufacturing. This scope assumes one new zoning district will be created to accommodate desired land use types and development densities/intensities under a "Specific Plan" designation.

Task 2.3 Deliverable(s):

- 5 copies of the Administrative Draft Specific Plan
- 1 electronic copy of Administrative Draft Specific Plan in both WORD and PDF formats

TASK 2.4 PUBLIC REVIEW DRAFT SPECIFIC PLAN

Upon receipt of comments from City Staff review of the Administrative Draft Specific Plan, RBF will meet with staff to discuss comments if clarification is needed and incorporate comments and revise the Specific Plan document. This task assumes no substantive revisions to the City approved land use plan, permitted uses, and development standards as part of this review.

Task 2.4 Deliverable(s):

- 15 copies of the Public Review Draft Specific Plan
- 1 electronic copy of the Public Review Draft Specific Plan in both WORD and PDF formats

TASK 2.5 FINAL SPECIFIC PLAN

Upon City approval of the Specific Plan and certification of the final environmental document, RBF will incorporate all approved revisions provided by City Staff and the City Council. This task assumes 60 hours of staff time will be required to incorporate the desired changes. In addition, this task assumes no substantive revisions to the City approved land use plan, permitted uses, and development standards will be required.



Task 2.5 Deliverable(s):

- 5 copies of Final Specific Plan
- 1 electronic copy of Final Specific Plan in both WORD and PDF formats

PHASE III – PUBLIC AWARENESS AND PARTICIPATION

TASK 3.1 PUBLIC AWARENESS AND PARTICIPATION

Laer Pearce & Associates (LP&A) will support the RBF Team and City Staff in these efforts. Their 30+ years of experience in public affairs and community outreach have shown that increasing public awareness and participation in the planning process will help to create a more thoughtful plan that can offer significant public benefits. LP&A will provide the following services on a time and materials basis, assuming a maximum of 77 hours.

Strategy and Consultation

- **Meetings:** Attend a kick-off meeting with RBF and City Staff, and participate in up to three additional team meetings as major milestones occur. We will also participate in conference calls and email exchanges to provide and receive necessary updates.
- **Property Owner and Stakeholder Meetings:** RBF will conduct one-day of meetings with City Staff and Property Owners in the plan area. In addition, RBF and LP&A will conduct one day of stakeholder meetings. The results of the meetings will be summarized.
- **Plan Development:** After the kick-off meeting, LP&A will prepare a strategy document detailing the target audiences, strategies and tools that will be utilized to engage stakeholders during the campaign. The document will include a timeline and clear delegations.

Anticipated Outreach Materials and Strategies

- **Fact Sheet:** A one-page, two sided fact sheet will provide a 20,000-foot overview of the plan and the planning process and be designed to allow for easy updates at key milestones. The fact sheet will serve as the message platform for all other documents, so we will spend time collaborating with you to obtain consensus on the language for this important document.
- **Media Relations:** Anticipated deliverables for media relations include collaboration with the City to update a media list; content and distribution for up to four press releases; and the preparation of four media interview check-lists. Media check lists include key messages, proof points and responses to anticipated questions, and are used by the project spokesperson to prepare for media interviews. [If the team determines the spokesperson would benefit from media training we would prepare a separate estimate for that service.]
- **Website:** Content for the City's website will be provided that includes an overview of the project, updates, and a link to the fact sheet. The website should also provide visitors with an opt-in option to receive emailed updates on the planning process. We envision four website updates will be made during the process and that the changes will be implemented by the City's webmaster.



- **E-news Updates:** The four press releases can be slightly modified for distribution to stakeholders who have registered to receive planning updates on the City's website.
- **Presentations and Briefings:** Our strategic plan (prepared after the kick-off meeting) will likely include recommendations that the project team provide one-on-one briefings and presentations to key stakeholders during the campaign. Some of these meetings may be best conducted during a site tour of the property.

TASK 3.2 CITY COUNCIL/PLANNING COMMISSION WORKSHOP

The RBF Team will conduct one joint workshop with the City Council and Planning Commission. The timing and topic of the workshop will be determined with City Staff.

PHASE IV: ANALYZING THE IMPACTS OF THE GOLD LINE STATION TOD

This Scope of Work has identified the issues to be reviewed in the EIR. Each of the issues is approached thoroughly in order to fully assess all potential impacts, establish thresholds of significance, and identify mitigation measures. The Draft EIR, Final EIR, and associated work products will be prepared in accordance with the criteria, standards, and provisions of the *California Environmental Quality Act (CEQA) (California Public Resources Code Section 21000 et seq.)*, *California CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.)*, the City of Duarte Environmental Guidelines, and the regulations, requirements, and procedures of any other responsible Public Agency with jurisdiction by law. RBF will, throughout the document, and where appropriate, relate the proposed project to the general trends in Duarte and the surrounding area.

Assumptions:

1. *The City of Duarte will be responsible for the distribution of all public notices and environmental documents (NOP, Initial Study, Draft EIR, NOC, and NOD).*
2. *The City of Duarte will be responsible for the payment of any CEQA filing fees associated with the project (e.g., NOP, NOD, etc.), including fees imposed by the California Department of Fish and Game or County of Los Angeles.*
3. *Since the proposed project would involve the implementation of a Specific Plan, the City of Duarte will be responsible for conducting Native American consultation in accordance with the requirements of Senate Bill 18 (SB 18).*

RBF will utilize a number of existing environmental documents as the basis for this EIR, including but not limited to the Duarte General Plan Update EIR and the EIRs prepared by Metro for the Gold Line Foothill Extension from Pasadena to Azusa Project. The intent will be to tier off these existing documents, where applicable. RBF will work with the City to determine the appropriate type of EIR for this project, which could include a supplemental EIR to the General Plan Update EIR or a stand-alone programmatic EIR.



The EIR work program is based on four general tasks: Project Scoping, Administrative Draft EIR, Draft EIR, and Final EIR. These tasks are described in detail below.

TASK 4.1 PROJECT SCOPING

Task 4.1.1 Initial Study

RBF will prepare the Initial Study for the proposed project. The Initial Study will contain a description of the project, the project location, and a description of the environmental setting of the proposed project site. The main body of the document will consist of a City-approved environmental checklist and an accompanying environmental analysis. The checklist will also reflect the recently amended Appendix G items. The project will be analyzed for potential to create significant environmental impacts in the areas specified on the City's approved environmental checklist. The Initial Study will also include mandatory findings of significance regarding impacts upon biological resources, long-term versus short-term goals, cumulative impacts, and direct and indirect impacts upon human beings.

Task 4.1.2 Scoping Meeting

A public scoping meeting, which can also involve Federal, State, or other local agencies, will be set up as a brief project overview presentation, so that the community can gain an understanding of the proposed project and make comments based upon accurate knowledge of the proposed project. The Scoping Meeting will emphasize the review process and will be presented so that the community can gain a greater understanding of the proposed project, as well as the intent and requirements of CEQA. RBF will provide handouts and up to two presentation-size graphics to supplement the discussion. Following the presentation, the meeting will be devoted to public participation, questions and comments. Written comment forms will be provided for this purpose, and these comments, along with verbal comments, will become a part of the administrative record.

Task 4.1 Deliverable(s):

- 50 copies of the Initial Study
- 1 Electronic File (PDF) of the NOP & Initial Study

TASK 4.2 PREPARATION OF ADMINISTRATIVE DRAFT EIR

Task 4.2.1 Executive Summary

The Executive Summary for the EIR will include a project summary, an overview of project impacts, mitigation and levels of significance after mitigation, summary of project alternatives, and areas of controversy and issues to be resolved.



Task 4.2.2 Introduction and Purpose

The Introduction will cite the provisions of CEQA, the *CEQA Guidelines* and the City of Duarte CEQA Implementation procedures to which the proposed project is subject. This section will identify the purpose of the study and statutory authority, document scoping procedures, provide a summary of the EIR format, provide a listing of responsible and trustee agencies, and provide a listing of documentation incorporated by reference.

Task 4.2.3 Project Description

The Project Description section of the EIR will detail the project location, background and history of the project, discretionary actions, characteristics, goals and objectives, phasing, agreements, and permits and approvals which are required for the proposed project based on available information. This section will also include a summary of the local environmental setting for the proposed project.

Task 4.2.4 Cumulative Projects To Be Considered

In accordance with *CEQA Guidelines* Section 15130, this section provides a listing of cumulative projects and actions under consideration for the analysis. As stated in Subtask 2.7, Cumulative Impacts, the likelihood of occurrence and level of severity will be studied. The purpose of this section is to present a listing and description of projects, past, present and anticipated in the reasonably foreseeable future, even if those projects are outside of the jurisdiction of Duarte. The potential for impact and levels of significance are contingent upon the radius or area of interaction with the project area. RBF will consult with City Staff and other applicable local jurisdictions to define the appropriate study area for the cumulative analysis, as described in Subtask 2.7.

Task 4.2.5 Environmental Analysis

The RBF Team will evaluate the necessary information with respect to the existing conditions, the potential adverse effects of project implementation (both individual and cumulative), and measures to mitigate such effects. Environmental issues raised during the scoping process (Notice of Preparation responses, Scoping Meeting comments and any other relevant and valid informative sources) will also be evaluated. The analyses will be based upon all available data, results from additional research, and an assessment of existing technical data.

The Environmental Analysis section of the EIR will thoroughly discuss the existing conditions for each environmental topic, identify short-term and long-term environmental impacts associated with the project and their levels of significance. Feasible mitigation measures will be recommended to reduce the significance of impacts and identify areas of unavoidable significant adverse impacts even after mitigation. This section will include analysis for the environmental issue areas identified in the following paragraphs. The following environmental issue areas have been identified for review in the EIR:



- Land Use
- Population, Employment, and Housing
- Aesthetics, Light, and Glare
- Traffic
- Air Quality/Greenhouse Gases
- Noise
- Hydrology and Water Quality
- Hazardous Materials/Risk of Upset
- Public Services and Utilities

We do not believe it will be necessary for the EIR to address the topics of agricultural resources, biological resources, geology, or mineral resources given that the project site is currently developed. In addition, since "Mandatory Findings of Significance" under Appendix G of the *CEQA Guidelines* serves as a summary of impacts related to biology, cultural resources, and human health, a separate section for this subject is not required within the EIR. The issue of cultural resources may need to be addressed in the EIR in the event substantive responses are received from Native American tribes as part of the SB 18 consultation process to be carried out by the City. An optional task has been provided below to address this issue.

A. Land Use and Planning

The proposed project would introduce a prominent Transit Village into a current industrial area. The interface of the project with nearby uses and, in particular, the residential areas immediately adjacent to the site requires greater depth of review in the land use section. This section will analyze the relationship of the proposed project and associated entitlements to all applicable planning policies and ordinances outlined in the City prepared Specific Plan. Applicable City policy documents are anticipated to also include the General Plan and Zoning Code. The regional planning review will include consistency with the SCAG Regional Comprehensive Plan and Guide Policies.

This section will also evaluate the appropriateness of the proposed uses in comparison to the surrounding uses, as well as identify and analyze the consistencies and potential inconsistencies of the proposed project with on-site and surrounding uses. The density of uses proposed on-site, impacts to nearby residences and other uses will be studied, as well as potential project and cumulative impacts to nearby residences and other sensitive uses. Mitigation measures will be identified to reduce the significance of potential impacts.



B. Population and Housing

RBF will summarize existing and projected population, employment, and housing figures based on available data. This section will describe anticipated direct and secondary population, employment, and housing effects associated with project implementation, as well as analyze the net impact to the City's job-to-housing balance. Since the project exceeds the development intensities identified in the City's General Plan, this section will analyze potential impacts associated with the increased amount of development.

C. Aesthetics

The issue of aesthetics is in some ways a subjective consideration. What is visually offensive to some may not be of great concern to others. Nevertheless, the issue does require review and is based upon the criteria set forth in *CEQA Guidelines* Appendix G. The evaluation for this project will be based upon a review of plan information, on-site reconnaissance, and information provided by the project applicant.

This section will characterize the existing aesthetic environment and visual resources, including a discussion of views within the site and views from surrounding areas to the site. Site photographs will be provided that show on-site and surrounding views. This section will utilize applicant prepared visual simulations and shade/shadow diagrams to analyze potential view impairments (if any) to adjacent uses as a result of project implementation. Project construction impacts will be addressed based on changing on-site aesthetics visible from surrounding roadways and locations. In addition, available architectural and design standards for the proposed project will be evaluated. Mitigation measures such as perimeter landscaping, building design, articulation, screening and setbacks may be recommended to reduce the significance of potential visual impacts. The compatibility of the project's architectural features, height and building materials with the on-site uses and the surrounding area will be reviewed.

This section will also address potentially significant impacts generated by the introduction of light and glare associated with the development of the proposed project. This analysis will include a light and glare impact discussion on neighboring sensitive uses from street lights, vehicle headlights, building lights, etc. The section will review and incorporate existing City policies and guidelines regarding light and glare for inclusion within the EIR. The section will recommend mitigation measures to reduce potential aesthetic and light and glare impacts to the maximum extent possible.

D. Traffic

RBF will prepare a traffic impact analysis for the proposed Transit Village project for inclusion in the EIR. This scope of work has been prepared based on discussions with Craig Hensley, City of Duarte Community Development Director. The traffic study will assess the impacts of the proposed transit-oriented development (TOD) project by analyzing forecast trip generation, distribution, and assignment of the proposed project on the study area roadway/intersection circulation system. If necessary, mitigation measures for identified project-generated traffic impacts will be recommended in accordance with applicable agency performance criteria and thresholds of significance.



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Study Conditions. The traffic analysis will identify traffic operations under the following scenarios:

- Existing Conditions
- Forecast Existing Plus Project Conditions
- Forecast Opening Year Without Project Conditions
- Forecast Opening Year With Project Conditions

Study Area. As part of the analysis, RBF will count up to 15 study intersections during the AM peak period (7:00 to 9:00 AM) and the PM peak period (4:00 PM to 6:00 PM) on a typical weekday (Tuesday, Wednesday, or Thursday). The peak hour intersection analysis will utilize the highest hour traffic count data within the counted two hour peak period.

Additionally, RBF will count and analyze 24-hour count data at up to 15 study roadway segments on a typical weekday (Tuesday, Wednesday, or Thursday). The precise study roadway segments will be identified based on discussions with City Staff.

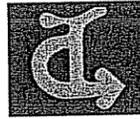
The traffic counts will not include vehicle classification information. If additional traffic counts are required beyond the number assumed in this scope of work, the counts could be accommodated for an additional fee.

Site Visit/Existing Systems Documentation. RBF will visit the study area to document existing conditions including intersection control, traffic signal phasing, roadway cross-section, speed limits, parking restrictions, intersection approach lanes, etc. The traffic analysis will include graphics documenting the existing intersection roadway geometry, and the analysis will utilize existing geometric conditions to establish a baseline for current operations.

Forecast Future Year Traffic Volumes. RBF will coordinate with City of Duarte staff to identify a list of approved/pending projects for inclusion in the traffic impact analysis. The study will identify the number of daily and peak hour trips forecast to be generated by approved/pending projects, using trip generation rates contained in *Trip Generation (Institute of Transportation Engineers, 8th Edition, 2008)* or other source as directed by agency staff.

RBF will manually derive cumulative projects trip generation and assignment data, which will be reviewed and approved by applicable agency staff for use in the analysis. This scope of work assumes RBF will derive trip distribution and assignment at up to ten (10) cumulative projects provided by agency staff.

Forecast long-range year traffic volumes will be based on either specific cumulative projects traffic data supplied by agency staff, and/or by applying an annual traffic growth rate provided by the agency staff to adjust existing traffic volumes to the designated future horizon year.



Proposed Project Trip Generation, Trip Distribution, & Assignment. The study will identify the number of daily and peak hour trips forecast to be generated by the proposed project, using trip generation rates contained in *Trip Generation (Institute of Transportation Engineers, 8th Edition, 2008)* or other sources as directed by the applicant and/or City. Forecast trip generation of the proposed TOD project will take into account the appropriate trip mode split (motorized and non-motorized) associated with the planned adjacent Metro Gold Line based on data available from the Metropolitan Transportation Authority (MTA); the analysis will discuss the beneficial aspects the planned adjacent Metro Gold Line will have on reducing vehicular trips forecast to be generated by the proposed project. Assumptions regarding project trip generation will be reviewed and approved by City Staff prior to inclusion in the analysis. Since the project site is currently occupied by land use generating trips that will be displaced by the proposed project, the analysis will determine the net increase in trip generation of the project site taking into account the trips currently generated by the project site.

The traffic study will provide a forecast distribution of project-generated trips. Manual trip distribution and assignment will be reviewed and approved by agency staff prior to utilization in the analysis.

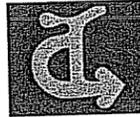
Level of Service. The analysis will assess the forecast traffic impacts of the proposed project during the AM peak hour and PM peak hour at the study intersections for the analysis scenarios identified above in the study scenarios section. The analysis will document operation of the study intersections both with and without the proposed project to identify potential project-related traffic impacts using the applicable agency analysis methodology such as the following:

- Intersection Capacity Utilization (ICU); and/or
- Highway Capacity Manual (HCM).

The future year analysis will assume implementation of the planned adjacent Metro Gold Line Station, including the associated traffic mitigation measures documented in the the Gold Line FEIR, which includes signalization of three intersections in the vicinity of the project site (City of Hope/Duarte Road, Highland Avenue/Central Avenue, and Highland Avenue/Business Center Avenue).

If the analysis shows the proposed project will significantly impact an intersection based on applicable agency thresholds of significance, mitigation measures will be recommended in accordance agency performance criteria. The analysis will also document forecast operating conditions after application of the recommended mitigation measures.

On-Site Circulation/Site Access. The analysis will evaluate access and circulation for various transportation users (pedestrians, bicylists, motorists, etc.) for the proposed TOD project and the catchment area of the planned adjacent Metro Gold Line station that contribute to TOD (City of Hope, etc.). Given the nature of the proposed TOD project, the access and circulation evaluation will focus on the walkability of the proposed project and pedestrian linkages to the planned adjacent Metro Gold Line and associated catchment area, as well as accessibility by bicyclists.



State Highway Analysis. The State Highway analysis will consist of up to six State Highway intersections and will be prepared in accordance with the Caltrans *Guide for the Preparation of Traffic Impact Studies* (State of California Department of Transportation, December 2002); no State Highway mainline or ramp analysis is assumed in this scope of work.

The analysis will assess the proposed project forecast traffic impact during the AM peak hour and PM peak hour at the State Highway study intersections. The analysis will document existing operation of the study intersections, and determine near-term and long-range year operation of the State Highway study intersections both with and without the proposed project to identify potential project-related traffic impacts using the HCM 2000 analysis methodology.

If the State Highway analysis shows the proposed project will significantly impact a State Highway study intersection based on Caltrans thresholds of significance, mitigation measures will be recommended in accordance with Caltrans performance criteria. The analysis will also document forecast operating conditions after application of recommended mitigation measures.

Los Angeles County Congestion Management Program Analysis. The Los Angeles County Congestion Management Program (CMP) requires evaluation of projects generating 50 or more AM or PM weekday peak hour trips at a CMP monitored intersection. Since there are no CMP monitored intersections within the vicinity of the project site, no CMP intersection analysis is assumed in this scope of work.

However, the traffic analysis will document the proximity of the project site to a transit center and the transit related trips associated with the project in accordance with the guidelines included in the Los Angeles County CMP.

Meetings/Conference Calls. This scope of work assumes RBF traffic analysis staff will participate in meetings/conference calls based on direction from the Client. For the purposes of this scope of work, a total of thirty (30) hours have been budgeted for meeting/conference call participation.

E. Air Quality/Greenhouse Gases

RBF's air quality specialists will prepare the air quality analysis for inclusion in the EIR.

Existing Conditions. The City of Duarte is located within Source Receptor Area 9, as designated by the South Coast Air Quality Management District (SCAQMD). RBF will describe the meteorological conditions and discuss ambient air monitoring data collected for the nearest monitoring station which is located in the City of Azusa. A description of the regulatory framework relating to air quality (i.e., California Clean Air Act, Air Quality Management Plan, etc.) will also be provided.

Short-Term Air Quality Impacts. Emissions generated during demolition, earthwork, and building construction will be quantified using the California Emissions Estimator Model (CalEEMod) to the extent project specific information is available. The air pollutant emissions during construction will be compared to the SCAQMD Regional and Local Significance Thresholds. RBF will also qualitatively discuss naturally occurring asbestos impacts.



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Long-Term Emissions. The emissions analysis will use well-accepted modeling tools and protocols for quantifying emissions during operation of the project. RBF will estimate emissions using emission factors and methodologies developed by the California Air Resources Board (CARB), the SCAQMD, and other agencies. Operational emissions will be quantified using the CalEEMod program. Motor vehicle emission factors will be generated for the proposed project using CARB's EMFAC2007. The operational analysis will evaluate the increase in operational emissions above the existing site operations that are attributable to the Project, and quantitatively or qualitatively include project design features and sustainability features as appropriate. Project consistency with the 2007 Air Quality Management Plan (2007 AQMP) will be evaluated. Should project traffic warrant Carbon Monoxide Hotspot modeling, RBF will model intersections utilizing the BREEZE ROADS model.

Localized Emissions. The project is located within the SCAQMD's Source Receptor Area 9 (Northwest). Based on localized meteorological data for SRA 9, RBF will analyze localized impacts based upon the SCAQMD's Localized Significance Thresholds (LST) methodology.

Diesel Particulate Analysis. The impact analysis will development of an emissions inventory of the Diesel Particulate Matter (DPM) sources related to the Gold Line Phase II, and their associated impact upon the proposed TOD development. The emissions inventory will be developed using the projected activity levels for the facility and emission factors from CARB's EMFAC2007 database. DPM concentrations will be modeled using the AERMOD dispersion model, and three years of annual weather data. The assessment will present background information on DPM and its health risks, the assumptions used for the modeling and modeling methodology and the results of the analysis. The assessment will be programmatic in nature, and excludes the preparation of a formal Health Risk Assessment.

Global Climate Change. RBF will review the land use data associated with the proposed project. Based on this review, RBF will prepare an inventory of the greenhouse gas (GHG) emissions (i.e., nitrous oxide, methane, and carbon dioxide) from both direct and indirect sources. The emissions inventory will be compiled consistent with the methodology prescribed by CARB in the *Local Government Operations Protocol for the Quantification and Reporting of Greenhouse Gas Emissions Inventories*.

RBF proposes the following significance threshold: "Does the project comply with the provisions of an adopted Greenhouse Gas Reduction Plan or Strategy? If no such Plan or Strategy is applicable, would the project significantly hinder or delay California's ability to meet the reduction targets contained in AB 32?" The City of Duarte does not have an adopted Greenhouse Gas Reduction Plan or Strategy. Therefore, RBF will analyze the project's potential greenhouse gas impact in regards to the state's implementation of AB 32. Other threshold approaches will be considered in consultation with the City. The significance analysis will include the project's greenhouse gas emissions inventory, and the project's implementation of current California greenhouse gas emission reduction strategies. The analysis will determine the project's impact by determining if it is consistent with the Assembly Bill 32 mandate of reducing GHG's beyond "Business as Usual" conditions. The GHG reduction associated with the project's design features and potential mitigation measures will be quantified utilizing the California Air Pollution Control Officers Association (CAPCOA) methodology (*Quantifying*



Greenhouse Gas Mitigation Measures – A Resource for Local Government to Assess Emission Reductions from greenhouse Gas Mitigation Measures [September 2010].

F. Noise

RBF's acoustical specialists will prepare the noise analysis for inclusion in the EIR. RBF's acoustical specialists will evaluate potential noise impacts of the proposed project, focusing on short-term construction noise, long-term changes in noise levels in the project area due to traffic changes along area roadways, on-site stationary noise sources, and overall changes in ambient noise levels associated with increased human activity. The analysis will discuss the acoustical effects on surrounding sensitive receptors, particularly at the adjacent residential uses.

Existing Conditions. RBF will utilize the City's Noise ordinance and General Plan Noise Element to determine compliance levels for project activities. The areas with potential future noise impacts will be identified using land use information, aerial photographs, and field reconnaissance. Existing roadway traffic noise along roadways in the immediate vicinity will be calculated as baseline conditions.

RBF will conduct short-term noise level measurements along the project area and in the immediate vicinity. Noise monitoring equipment will consist of a Brüel & Kjær model 2250 sound level meter (SLM) equipped with a Brüel & Kjær pre-polarized freefield microphone. The results of the noise measurements will be post-processed and graphically illustrated with the Brüel & Kjær Noise Explorer software. The noise monitoring survey will be conducted at up to six separate locations. Noise recording lengths are anticipated to require approximately 10 minutes at each location. This scope excludes long-term measurements and vibration measurements.

Construction-Related Noise and Vibration. Construction would occur during implementation of the proposed project. Noise impacts from construction sources will be analyzed based on the equipment, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impacts will be evaluated in terms of maximum levels (L_{max}) and hourly equivalent continuous noise levels (L_{eq}) and the frequency of occurrence at adjacent sensitive locations. Analysis requirements will be based on the sensitivity of the area and the Noise Ordinance specifications of the City.

Stationary Noise Sources. Potential effects of on-site stationary sources will be evaluated based on the City's hourly performance standards. Compliance with applicable noise standards will be evaluated, with recommended mitigation measures included where appropriate. Noise from the anticipated heavy truck activity will also be discussed in this section.

Traffic Noise. The proposed project includes a noise-sensitive use. The proposed project is anticipated to generate new vehicular traffic trips from projected future growth. Off-site traffic noise impacts will be modeled and assessed with the FHWA-RD-77-108 noise model. The noise analysis associated with impacts related to the Gold Line Phase II will be tiered from the Gold Line Phase II EIRs (2004, 2007, 2011 Supplemental, and 2012 Supplemental).



G. Hydrology and Water Quality

This section of the EIR will review existing hydrology and drainage data for the project area, and will incorporate the technical analysis described in Task 1.2.2.

H. Hazardous Materials/Risk of Upset

RBF will prepare a Phase I Environmental Site Assessment (ESA) for the Duarte Transit Center project to serve as a basis for the Hazardous Materials/Risk of Upset Section of the EIR. The ESA will be prepared for the 19-acre project site. RBF assumes that all plans (preferably electronic), documents, and other products (ownership information) in the possession of the City of Duarte and project applicant will be available to RBF.

The basic objective of the ESA is to evaluate and characterize the potential for hazardous materials to occur on-site. The ESA is not intended to provide specific qualitative or quantitative information as to the actual presence of hazardous materials at the subject site, but is to merely identify the potential presence based on available information. To achieve the objectives we propose to conduct the ESA in general accordance with the American Society for Testing and Materials (ASTM) Standard Practice E1527-05, to provide preliminary conclusions relative to site conditions.

The ESA will include the following components:

- RBF will perform a site visit, which will consist of a visual examination of the project site for visual evidence of potential environmental concerns, including existing or potential soil and groundwater contamination as evidenced by soil or pavement staining or discoloration; stressed vegetation; indications of waste dumping or burial; pits; ponds; or lagoons; containers of hazardous substances or petroleum products; electrical and hydraulic equipment that may contain PCBs, such as electrical transformers and hydraulic lifts; and underground and aboveground storage tanks. RBF will examine the physical characteristics of the property (i.e., apparent runoff directions, location of paved areas, etc.). It should be noted that the site visit specifically excludes any subsurface investigation including, but not limited to, sampling and/or laboratory analysis.
- A preliminary visual examination of immediately adjacent property conditions and their general nature will be conducted.
- An investigation of historical uses of the project site by examining locally available aerial photographs (including historical aerial photos), historical topographic maps, and other available documentation for evidence of potential environmental concerns associated with prior land uses.
- RBF will interview knowledgeable persons (i.e., current property owners, operators, occupants, as well as adjacent residents, if available) to identify operations conducted on the project site and neighboring properties, if any. RBF will also identify the uses of all adjoining properties (i.e., those contiguous to the project site). If such operations are likely to affect the site by contamination with hazardous substances or petroleum products, RBF will describe the risks presented to the project site within the ESA.



- A review of information available on general geology and topography of the project site and local groundwater conditions.
- A review of the commercial database summaries, provided by Environmental Data Resources, Inc. (EDR), regarding public agency records.
- A review of environmental liens and activity and use limitations (AULs) that may be filed for the project site (for up to three [3] APNs), provided by EDR.
- RBF review 60-year chain-of-title(s) for the project site (for up to three [3] APNs), provided by EDR.
- A review of available property data for the project site.

I. Public Services and Utilities

RBF will contact potentially affected agencies to identify relevant existing conditions, project impacts and recommended mitigation measures. The discussion will focus on the potential alteration of existing facilities, extension or expansion of new facilities, and the increased demand on services based on the proposed land uses. RBF will evaluate the ability of the project area to receive adequate service based on City and/or County standards and, where adequate services are not available, will identify the effects of inadequate service and recommended mitigation measures. The following issues are expected to be discussed in the EIR.

Public Services:

Fire. The Fire Services review will include a review of existing services/facilities in the area, response times to the site (which includes hazardous material responses to emergencies), available fire flow, project impacts and required mitigation.

Police. The Police Service review will focus upon response times to the site, available personnel, overall protection services, project impacts and required mitigation.

Schools. Potential impacts to schools focusing on existing conditions, student capacities, current enrollment and facility locations. The number of students generated by the proposed project will be the basis for the impact analysis. The potential for overcrowding and facility deficiencies will be identified. Mitigation measures will be provided to reduce the significance of impacts.

Parks and Recreation. The review will include overall parkland conditions in the City and impacts the project may have on the City park system. Potential impacts and mitigation will be identified.

Solid Waste. Solid waste generation resulting from the proposed uses may impact landfill capacities. The analysis will establish baseline projections for solid waste, including composting and recycling for both construction and operation of the project. The proposed project's compliance with AB 939 will also be addressed.



Public Utilities:

Water. This section will incorporate the technical analysis described in Task 1.2.3.

Sewer. This section will incorporate the technical analysis described in Task 1.2.4.

Electrical. Existing facilities, project impacts, infrastructure location and/or relocation, easements and necessary mitigation will be discussed.

Natural Gas. Existing facilities, project impacts, infrastructure location and/or relocation, easements and necessary mitigation will be discussed.

Task 4.2.6 Growth Inducement

This section will discuss potential growth-inducing impacts pursuant to *CEQA Guidelines* Section 15126(d). The analysis of growth-inducing impacts will also analyze potential population and employment impacts within the Duarte due to implementation of the proposed project.

Task 4.2.7 Cumulative Impacts

In accordance with *CEQA Guidelines* Section 15130, this section provides a listing of cumulative projects and actions under consideration. The potential for impact and levels of significance are contingent upon the radius or area of interaction with the proposed development. RBF will consult with City Staff to define the appropriate study area for the cumulative analysis. RBF will discuss cumulative impacts for each environmental issue area identified above, and will provide both quantitative and qualitative levels of analysis, as appropriate.

Task 4.2.8 Alternatives to the Proposed Action

Pursuant to *CEQA Guidelines* Section 15126.6, RBF will provide an analysis of a "reasonable range" of alternatives, comparing environmental impacts of each alternative in each impact area to the project. For each alternative, RBF will provide an analysis of impacts to environmental resources. One important element of the Alternatives section will be an impact matrix that will offer a comparison of the varying levels of impact of each alternative being analyzed. This matrix will be prepared in a format to allow decision-makers a reference that will be easily understood, while providing a calculated, where feasible, accurate comparison of each alternative.

The alternatives section will conform to both Section 15126.6 of the *CEQA Guidelines* and to recent and applicable court cases. RBF will discuss as required by the *CEQA Guidelines*, the advantages and disadvantages of each alternative and the reasons for rejecting or recommending the project alternatives stated. A summary of the various alternatives and associated impacts will be provided as part of the EIR Executive Summary. A total of four alternatives, including the No Project Alternative required by CEQA, will be analyzed. The selection of alternatives to be analyzed will be developed with City Staff. The alternatives section will culminate with the selection of the environmentally superior alternative in accordance with CEQA requirements.



Task 4.2.9 Other CEQA Considerations

RBF will discuss potential growth-inducing impacts pursuant to *CEQA Guidelines* Section 15126.2 and energy conservation pursuant to *CEQA Guidelines* Appendix F. The growth-inducing analysis in this section will be based on data from the City of San Gabriel, California Department of Finance, Southern California Association of Governments and U.S. Census data. The section discusses ways in which the proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. The analysis addresses growth-inducing impacts in terms of whether the project influences the rate, location, and the amount of growth. Growth-inducing impacts are assessed based on the project's consistency with adopted/proposed plans that have addressed growth management from a local and regional standpoint. The energy conservation analysis will discuss the potential energy impacts of the proposed project including a description (where relevant) of any wasteful, inefficient, and unnecessary consumption of energy that may result from the proposed project.

Task 4.2.10 Additional CEQA Required Sections

The following additional sections will be included in the EIR to meet CEQA and City requirements including the following:

- A. Significant Irreversible Environmental Changes That Would Be Involved In the Proposed Action Should It Be Implemented. Changes in the environment and uses on non-renewable resources which will occur as a result of the proposed project which can be considered irreversible or irretrievable will be evaluated and discussed within this section of the EIR.
- B. Effects Found Not To Be Significant. RBF will provide a qualitative explanation of issues checked "No Impact" and "Less Than Significant Impact" in the Initial Study in order to substantiate the conclusions of the Initial Study. In addition, this section will summarize all impacts concluded to be "Less Than Significant Impact" and "Less Than Significant Impact With Mitigation" in the EIR.
- C. Inventory of Significant Unavoidable Impacts. This section will be a comprehensive list of significant unavoidable impacts associated with the proposed project.
- D. Organizations and Persons Consulted/Bibliography. Any Federal, State or local agencies, other organizations and private individuals consulted in preparing the EIR will be listed in this section. RBF will provide a complete list of reference materials used in preparation of the EIR.



Task 4.2.11 Graphic Exhibits

The EIR will include a maximum of 25 exhibits to enhance the written text and clarify the proposed project environmental impacts. Using state-of-the-art computer design equipment and techniques, our in-house graphic design team will create professional quality, black and white or full color exhibits, dividers and covers for the EIR and Appendices. This Task assumes camera-ready base maps are provided by the City.

Task 4.2 Deliverable(s):

- 5 copies of the Administrative Draft EIR
- 1 copy of the Technical Appendices

TASK 4.3 DRAFT EIR

Task 4.3.1 Administrative Draft EIR #2

RBF will respond to one complete set of City comments on the Administrative Draft EIR. If desired by the City, RBF will provide the Administrative Draft EIR #2 with all changes highlighted to assist in the final check of the document.

Task 4.3.2 Completion of the Draft EIR

RBF will respond to a review of the Administrative Draft EIR #2 by City Staff and will prepare the Draft EIR for the required 45-day public review period. In addition, RBF will prepare the Notice of Completion (NOC) for submittal to the Office of Planning and Research (OPR), and the Notice of Availability (NOA). RBF will also work with the City to develop a mailing list for the NOA and Draft EIR for the City's distribution. RBF will post the NOA at the County of Los Angeles Clerk's Office.

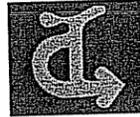
Task 4.3 Deliverable(s):

- 5 copies of Administrative Draft EIR #2
- 50 copies of an Executive Summary Draft EIR with CD containing PDF Version of Technical Appendices
- 20 copies of the Draft EIR with CD containing PDF Version of Technical Appendices
- 25 copies of CD containing PDF Version of Draft EIR and Technical Appendices
- 2 copies of the Technical Appendices

TASK 4.4 FINAL EIR

Task 4.4.1 Responses to Comments

RBF will respond to comments received on the Draft EIR during the 45-day public review period, and additional comments raised during public hearings. RBF will prepare thorough, reasoned and sensitive responses to relevant environmental issues. This task includes written responses to both written and oral comments received on the Draft EIR (includes review of hearing transcripts, as



required). The Draft Responses to Comments will be prepared for review by City Staff. Following review of the Draft Responses to Comments, RBF will finalize this section for inclusion in the Administrative Final EIR. For budgeting purposes, we have assumed a total of 38 hours of professional staff time to prepare the Responses to Comments. Should the comments be excessive and require more than the budgeted time, this task would be rescoped. Time would be billed on a time and materials basis under a separate contract.

Task 4.4.2 Mitigation Monitoring and Reporting Program

To comply with the Public Resources Code Section 21081.6, RBF will prepare a Mitigation Monitoring and Reporting Program to be defined through working with City Staff to identify appropriate monitoring steps/procedures and in order to provide a basis for monitoring such measures during and upon project implementation.

The Mitigation Monitoring and Reporting Checklist will serve as the foundation of the Mitigation Monitoring and Reporting Program for the proposed project. The Checklist indicates the mitigation measure number as outlined in the EIR, the Monitoring Milestone (at what agency/department responsible for verifying implementation of the measure), Method of Verification (documentation, field checks, etc.), and a verification section for the initials of the verifying individual date of verification, and pertinent remarks.

Task 4.4 Deliverable(s):

- 15 copies of the Final EIR with Responses to Comments and Mitigation Monitoring Program
- One CD containing PDF Version of Final EIR (Responses to Comments & Mitigation Monitoring Program, Draft EIR and Technical Appendices)

TASK 4.5 CEQA NOTICES

RBF will prepare, submit, and mail all CEQA public notices required for the proposed project. Public notices are anticipated to include:

- Notice of Preparation: RBF will prepare the NOP for the proposed project to initiate the 30-day NOP public review period. RBF will distribute the NOP to appropriate agencies, parties, and individuals (including the State Clearinghouse). RBF will also post the NOP at the County Clerk.
- Notice of Availability: RBF will prepare a Notice of Availability (NOA) to be distributed at the onset of the 45-day public review period for the project. The NOA will include required project information, such as a brief project description, the start/end dates of the public review period, locations where the EIR is available for review, and contact information for City Staff.
- Notice of Completion: RBF will prepare a Notice of Completion for submittal to the State Clearinghouse at the onset of both the 30-day NOP public review period and the 45-day EIR public review period. The NOC will follow the format recommended by the State Clearinghouse.



- *Notice of Determination:* RBF will prepare a Notice of Determination, to be filed with the County Clerk and sent to the State Clearinghouse within five days of EIR certification. This scope of work excludes payment of any CDFG filing fees, if applicable.

This scope assumes that the City would be responsible for any radius mailing or newspaper notices required for the proposed project.

Phase V Meeting and Public Hearings

Task 5.1 Project Coordination

Ms. Collette Morse, AICP, and Ms. Margit Allen, AICP, will be responsible for management and supervision of the Project Team, as well as consultation with City Staff. Ms. Morse will undertake day-to-day consultation and coordination of the overall project and review the EIR for compliance with CEQA requirements and guidelines and City CEQA procedures. Ms. Allen will be responsible for coordinating the preparation of the Specific Plan.

Task 5.2 Project Meetings

RBF anticipates up to three meetings with City Staff throughout the process, including progress meetings. For budgeting purposes, RBF has assumed that up to three senior staff members would attend each meeting, and each meeting is programmed at four hours. Should the City determine that additional meetings beyond the three meetings described above are necessary, services will be provided under a separate scope of work on a time and materials basis.

Task 5.3 Public Hearings

Ms. Morse and Ms. Allen will represent the Project Team at public hearings and make presentations, as necessary. RBF has budgeted for attendance at one Planning Commission hearing and one City Council hearing. Should the City determine that additional hearings beyond the two hearings are necessary, services will be provided under a separate scope of work on a time and materials basis.

Task 5.0 Deliverable(s):

- *Ongoing Project Coordination with City Staff and Project Team*
- *3 Meetings with City Staff to provide written and oral progress reports, resolve issues, review comments on Administrative documents and receive any necessary direction from City Staff*
- *2 Public Hearings with presentations as necessary, as determined by City Staff*



Optional Tasks

A Cultural Resources Impact Section

Based on the results of the SB 18 consultation to be carried out by the City, RBF will prepare a cultural resources impact section to be included within the EIR. This section will summarize the concerns and recommendations found within the SB 18 responses provided by tribal contacts. In addition, it would include a records search of Native American Heritage Commission files and of recorded archaeological sites within a 1/2 mile radius. The analysis will cite provisions of *CEQA Guidelines* Section 15064.5 (Historical and Archaeological Resources). The analysis will include site specific research, including consulting with local historical societies and people with knowledge of the local history of the project area. In accordance with CEQA, the analysis will identify the appropriate mitigation measures to reduce any potentially significant impacts.

B CEQA Findings and Overriding Considerations

RBF will provide administrative assistance to facilitate the CEQA process including the preparation of the Statement of Overriding Considerations and Findings for City use in the project review process. RBF will prepare the Findings in accordance with the provisions of *CEQA Guidelines* Sections 15091 and 15093 of the and in a form specified by the City. RBF will submit the Draft Findings for City review and will respond to one set of City comments.

Deliverable(s):

- Five (5) copies of the Draft Findings and Statement of Overriding Considerations
- One (1) camera-ready Final Findings and Statement of Overriding Considerations

C Water Supply Assessment

RBF will prepare a Water Supply Assessment (WSA) pursuant to the 2002 legislation set forth by Senate Bill 610 (SB 610). The project includes a mixture of residential and non-residential with a probable daily water demand equivalent to that of more than 500 dwelling units.

RBF has prepared WSAs since the SB 610 was implemented in January 2002. RBF has developed our own format, which has been successful in precluding challenge and securing development approvals during the CEQA review process. However, if the City's water service provider (CAWC) has adopted a specific format, we would highly encourage using their format and base water supply information, which likely has already been refined through past scrutiny and legal challenge.

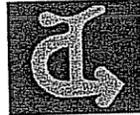
This scope assumes all water supply, UWMP review, and any pertinent groundwater basin information are provided in a recently adopted WSA approved for use by the CAWC. If not, additional budget may be required under a time-and-materials basis in order to coordinate with the CAWC and obtain all additional documentation necessary to update the CAWC's water supply information. Updating the CAWC's water supply information would entail obtaining production



records, adopted policies, reliability, and supply entitlements. An additional fee may be requested by the CAWC in the form of a work order for review and RBF assistance.

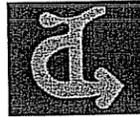
D Translation Services

RBF has retained the services of Transil-Pro to provide real-time Spanish translation services during the public scoping meeting, Planning Commission hearing, and City Council hearing to allow for full access to the CEQA process. This scope of work assumes that each meeting/hearing will require approximately four hours of the translator's services. Additional services can be provided on a time and materials basis.



*DUARTE GOLD LINE STATION TOD
SPECIFIC PLAN AND EIR PROPOSAL*

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**DUARTE GOLD LINE STATION TOD
SPECIFIC PLAN AND EIR PROPOSAL**

I.2 Preliminary Schedule

Task	2012/2013												
	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March		
Understanding Existing Conditions													
Kick-Off Meeting and Site Tour													
Baseline Data Review and Analysis													
Base Map Creation													
Development Capacity & Community Character/Imagery													
Gold Line Station TOD Planning													
Market Demand Analysis													
Alternative Concept Plans and Preferred Concept Plan													
Administrative Draft Specific Plan													
Public Review Draft Specific Plan													
Final Specific Plan													
Public Awareness and Participation													
Analyzing the Impacts of the Gold Line Station TOD													
Preparation of Initial Study and NOP (Includes City Staff Review)													
NOP 30-Day Review Period													
EIR Scoping Meeting													
Administrative Draft EIR Preparation													
City Review of Administrative Draft EIR													
Preliminary Draft EIR Preparation													
City Review of Preliminary Draft EIR													
Draft EIR Preparation													
Publication and Distribution of Draft EIR													
45-Day Public Review Period for Draft EIR													
Prepare Responses to Comments													
City Review of Responses to Comments													
Preparation of Final EIR													
Meetings and Public Hearings (TBD)													



*DUARTE GOLD LINE STATION TOD
SPECIFIC PLAN AND EIR PROPOSAL*

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I.3 Cost Estimate

Duarte Gold Line Station TOD Specific Plan and Environmental Impact Report - Preliminary Cost Estimate

TASK	Collette Morse	Margit Allen	Eddie Torres	Bob Matson	Senior Planner/Analyst	Landscape Architect	Mapping / GIS	Planner/Analyst	WP/ Gr Artist	RBF Total Hours	RBF Technical Studies	Dahlin Group	EPS	LP&A	RBF Reimbursables	Total Cost
PHASE I: UNDERSTANDING THE GOLD LINE STATION TOD AREA																\$51,424
1.1 Kick-off Meeting and Site Tour	6	10		6				6		28		1,193				\$6,193
1.2 Baseline Data Review and Analysis	8	8						56		72		1,193				\$10,393
1.2.1 Transportation Existing Conditions										0	6,000					\$6,000
1.2.2 Hydrology and Water Quality Technical Report										0	5,000					\$5,000
1.2.3 Water Facility Investigation										0	4,250					\$4,250
1.2.4 Wastewater Investigation										0	4,250					\$4,250
1.3 Base Map Creation		2					28			30						\$4,290
1.4 Development Capacity		16								16		1,193				\$4,153
1.5 Community Character and Imagery		4								4		6,157				\$6,897
PHASE II: GOLD LINE STATION TOD PLANNING																\$171,582
2.1 Market Demand Analysis		8								8			26,827			\$28,307
2.2 Development of Alternative Land Use Scenarios / Urban Design Concept																
2.2.1 Alternative Concept Plans and Preferred Concept Plan		20		8		12				40		13,562				\$20,822
2.2.2 Illustrative Plan		2								2		4,555				\$4,925
2.2.3 Land Use Plan and Table		20								20		7,904				\$11,604
2.2.4 Visual Simulations and Vignettes (2 Each)		2								2		13,520				\$13,890
2.3 Preparation of Administrative Draft Specific Plan		40						140	40	220		44,304				\$70,304
2.4 Public Review Draft Specific Plan		30						60	16	106						\$13,430
2.5 Final Specific Plan		20						36	8	64						\$8,300
PHASE III: PUBLIC AWARENESS & PARTICIPATION																\$39,543
3.1 Public Awareness and Participation	16	16								32				25,480		\$31,560
3.2 City Council/Planning Commission Study Session (1)	16	16								32		1,903				\$7,983
PHASE IV: ANALYZING THE IMPACTS OF GOLD LINE STATION TOD																\$126,780
4.1 Project Scoping																\$7,370
4.1.1 Initial Study	4							32	2	38						\$4,460
4.1.2 Scoping Meeting	6				12					18						\$2,910
4.2 Preparation of Administrative Draft EIR																\$98,470
4.2.1 Executive Summary	1							12	2	15						\$1,675
4.2.2 Introduction and Purpose	1							4	1	6						\$715
4.2.3 Project Description	2				16			4	2	20						\$2,870
4.2.4 Cumulative Projects To Be Considered								4	1	5						\$520
4.2.5 Environmental Analysis																
A. Land Use and Planning	2				24				2	28						\$4,030
B. Population and Housing	2							20	2	24						\$2,750
C. Aesthetics	2				24				2	28						\$4,030
D. Traffic (EIR Section)	2				20				2	24						\$3,450
E. Air Quality	2								2	14,000						\$14,160
F. Noise	2							8	2	12		9,500				\$10,930
G. Hydrology/Drainage/Stormwater Section	2							8	2	12		6,000				\$7,430
Hydrology and Water Quality Technical Analysis								24	2	28						\$3,190
H. Hazardous Materials/Risk of Upset	2								16	2		5				\$5,000
Phase I Environmental Site Assessment																\$2,310
I. Public Services and Utilities	2							40	4	46						\$7,000
Water Facility Investigation												4,250				\$5,110
Wastewater Investigation												4,250				\$4,250
4.2.6 Growth Inducement	2				8				2	12						\$1,710
4.2.7 Cumulative Impacts	2				8			8	2	20						\$2,590
4.2.8 Alternatives to the Proposed Action	4				24				2	30						\$4,420
4.2.9 Other CEQA Considerations	2				12				2	16						\$2,290
4.2.10 Additional CEQA Required Sections	2								12	16						\$1,870
4.2.11 Graphic Exhibits									24	24						\$1,920
4.3 Draft EIR																\$12,490
4.3.1 Administrative Draft EIR #2	8				20			20	8	56						\$7,300
4.3.2 Completion of the Draft EIR	6				12			12	12	42						\$5,190
4.4 Final EIR																\$8,450
4.4.1 Response to Comments	4		6	4	16			8	4	42						\$6,140
4.4.2 Mitigation Monitoring and Reporting Program	2							12	2	16						\$1,870
4.5 CEQA Notices								4		4						\$440
PHASE V: MEETINGS AND PUBLIC HEARINGS																\$32,136
5.1 Project Coordination	24	24								48						\$9,120
5.2 Project Meetings (3)	12	12	4	4	4					36		5,710				\$12,370
5.3 Public Hearings (2)	12	12	6	6						36		3,806				\$10,646
Deliverables and Reimbursables (Mileage, Misc Reproduction, Postage)												\$4,500	\$750	\$750	\$12,500	\$18,500
TOTAL HOURS	158	262	16	28	200	12	28	542	154	707						
*Percent of Total Labor (Hours)	22.3%	37.1%	2.3%	4.0%	28.3%	1.7%	4.0%	76.7%	21.8%							
*Percent of Total Labor Costs																
SUBTOTAL LABOR COSTS	\$30,810	\$48,470	\$2,560	\$6,160	\$29,000	\$1,800	\$3,920	\$59,620	\$12,320		\$69,500	\$104,998	\$26,827	\$25,480		\$421,465
TOTAL COSTS																\$439,965

OPTIONAL TASKS	Collette Morse	Margit Allen	Eddie Torres	Bob Matson	Senior Planner/Analyst	Landscape Architect	Mapping / GIS	Planner/Analyst	WP/ Gr Artist	RBF Total Hours	RBF Technical Studies	Dahlin Group	EPS	LP&A	RBF Reimbursables	Total Cost
A Cultural Resources Impact Section	4							24								\$3,420
B CEQA Findings and Overriding Considerations	2				36				2							\$5,770
C Water Supply Assessment												\$8,800.00				\$8,800
D Translation Services												\$2,500.00				\$2,500
Photo Simulations (Cost Per Each)																\$2,600
Watercolor Vignettes (Cost Per Each)																\$2,600
Plan Vignettes (Cost Per Each)																\$1,560

Note: All work will be performed at a "Not to exceed" contract price, which will become the firm fixed price upon completion of negotiations with the Client. The total budget includes all miscellaneous costs for travel/mileage, reproduction, reimbursables, telephone, postal, delivery, reference materials and incidental expenses. RBF will receive payment on a percentage basis by monthly billing. The RBF project director reserves the right to make adjustments to staff allocations as necessary within the overall budget.