CITY OF IRWINDALE

5050 N. IRWINDALE AVE., IRWINDALE CA 91706 • PHONE: (626) 430-2200 • FACSIMILE: 962-4209

H. MANUEL ORTIZ
MAYOR

LARRY G. BURROLA
MAYOR PRO TEM

ALBERT F. AMBRIZ
COUNCILMEMBER

MARK A. BRECEDA
COUNCILMEMBER

MANUEL R. GARCIA
COUNCILMEMBER

NOTICE AND AGENDA FOR THE SPECIAL AND REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

FEBRUARY 24, 2021

SPECIAL MEETING - 6:00 P.M. - CLOSED SESSION
REGULAR MEETING - 6:30 P.M. - OPEN SESSION

IRWINDALE CITY COUNCIL CHAMBER

CLOSED SESSION / OPEN SESSION – CITY COUNCIL CHAMBER
(Closed to the Public)
Pursuant to Executive Order N-29-20

The Governor has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the "Coronavirus"). The Governor also issued Executive Order N-25-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still meeting state transparency requirements.

The public's health and well-being are the top priority for the City, and you are urged to take all appropriate health safety precautions. To facilitate this process, the meeting and opportunities to participate will also be available through the following options:

https://attendee.gotowebinar.com/rt/3484420930268753680

Spontaneous Communications: The public is encouraged to address the City Council on any matter listed on the agenda or on any other matter within its jurisdiction. The City Council will hear public comments on items listed on the agenda during discussion of the matter and prior to a vote. The City Council will hear public comments on matters not listed on the agenda during the Spontaneous Communications period.

Pursuant to provisions of the **Brown Act**, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City Council meeting or other services offered by this City, please contact City Hall at (626) 430-2200. Assisted listening devices are available at this meeting. Ask the Chief Deputy City Clerk if you desire to use this device. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with disabilities. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Note: Staff reports are available for inspection at the office of the Chief Deputy City Clerk, City Hall, 5050 N. Irwindale Avenue, during regular business hours (8:00 a.m. to 6:00 p.m., Monday through Thursday).

Code of Ethics

As City of Irwindale Council Members, our fundamental duty is to serve the public good. We are committed to the principle of an efficient and professional local government. We will be exemplary in obeying the letter and spirit of Local, State and Federal laws and City policies affecting the operation of the government and in our private life. We will be independent and impartial in our judgment and actions.

We will work for the common good of the City of Irwindale community and not for any private or personal interest. We will endeavor to treat all people with respect and civility. We will commit to observe the highest standards of morality and integrity, and to faithfully discharge the duties of our office regardless of personal consideration. We shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of others.

We will inform ourselves on public issues, listen attentively to public discussions before the body, and focus on the business at hand. We will base our decisions on the merit and substance of that business. We will be fair and equitable in all actions, claims or transactions. We shall not use our official position to influence government decisions in which we have a financial interest or where we have a personal relationship that could present a conflict of interest, or create a perception of a conflict of interest.

We shall not take advantage of services or opportunities for personal gain by virtue of our public office that are not available to the public in general. We shall refrain from accepting gifts, favors or promises of future benefit that might compromise our independence of judgment or action or give the appearance of being compromised.

We will behave in a manner that does not bring discredit or embarrassment to the City of Irwindale. We will be honest in thought and deed in both our personal and official lives.

Ultimate responsibility for complying with this Code of Ethics rests with the individual elected official. In addition to any other penalty as provided by law, violation of this Code of Ethics may be used as a basis for disciplinary action or censure of a Council Member.

These things we hereby pledge to do in the interest and purposes for which our government has been established.

IRWINDALE CITY COUNCIL

SPECIAL MEETING - CLOSED SESSION – 6:00 P.M.

A. CALL TO ORDER

B. ROLL CALL: Councilmembers: Albert F. Ambriz, Mark A. Breceda, Manuel R. Garcia; Mayor Pro Tem Larry G. Burrola; Mayor H. Manuel Ortiz

SPONTANEOUS COMMUNICATIONS

Spontaneous communications are limited to the special meeting agenda items only.

C. RECESS TO CLOSED SESSION

1. Conference with Legal Counsel - Anticipated Litigation

   Significant exposure to litigation [related to a complaint received by the Human Resources Director] pursuant to paragraph (2) of subdivision (d) and paragraph (2) of subdivision (e) of Government Code Section 54956.9.

   Number of cases: Two cases

2. Public Employee Performance Evaluation
   Pursuant to California Government Code Section 54957
   Title: City Manager

D. RECONVENE IN OPEN SESSION

E. REPORT FROM CLOSED SESSION

F. ADJOURNMENT

OPEN SESSION – 6:30 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

D. ROLL CALL: Councilmembers: Albert F. Ambriz, Mark A. Breceda, Manuel R. Garcia; Mayor Pro Tem Larry G. Burrola; Mayor H. Manuel Ortiz

E. CHANGES TO THE AGENDA

F. COUNCIL MEMBER TRAVEL REPORTS

G. COUNCILMEMBER COMMENTS

H. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

I. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

Irwindale Chamber of Commerce Business of the Month - City of Hope

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. State law prohibits any Council discussion or action on such communications unless 1) the Council by majority vote finds that a catastrophe or emergency exists; or 2) the Council by at least four votes finds that the matter (and need for action thereon) arose within the last five days. Since the Council cannot (except as stated) participate it is requested that all such communications be made in writing so as to be included on the next agenda for full discussion and action. If a member of the audience feels he or she must proceed tonight, then each speaker will be limited to 3 minutes unless such time limits are extended.

1. CONSENT CALENDAR

The Consent Calendar contains matters of routine business and is to be approved with one motion unless a member of the City Council requests separate action on a specific item. At this time, members of the audience may ask to be heard regarding an item on the Consent Calendar.

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held January 27, 2021
2. Regular meeting held February 10, 2021

DEPARTMENT: Administration / City Clerk

B. Warrants/Demands/Payroll

Recommendation: Approve

DEPARTMENT: Finance

C. Rejection of Claim: Antonia Guevara vs. City of Irwindale

Recommendation: (1) Reject the claim of Antonia Guevara vs. City of Irwindale and (2) Direct staff to send a letter of rejection.

DEPARTMENT: City Clerk

D. Approve COPS grant fund budget transfer for additional equipment costs to outfit three police service vehicles

Recommendation: **Adopt Resolution No. 2021-21-3233** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A BUDGET TRANSFER OF COPS GRANT FUNDS OF $36,400 WITHIN THE COPS FUND BUDGET FOR THE INCREASE IN COSTS FOR OUTFITTING 3 POLICE VEHICLES," waiving further reading; Approve the issuance of a purchase order for the additional outfitting costs of emergency equipment on three (3) newly purchased police vehicles; one (1) 2020 Chevrolet Traverse, and two (2) Ford Police Interceptors.

DEPARTMENT: Police

E. Approval of Parcel Map No. 82551 – 1270 Arrow Highway

Recommendation: (1) Approve Parcel Map No. 82551 and authorize the City Clerk, City Treasurer and the City Engineer to sign the map on behalf of the City; (2) Approve the related Subdivision Improvement Agreement and authorize the Mayor to sign the agreement, subject to City Attorney approval as to form; and (3) Direct the City Engineer to submit Parcel Map No. 82551 to the Los Angeles County Registrar Recorder's office for recordation and return a recorded copy of this Parcel Map to the City Clerk's office.

DEPARTMENT: Public Works Engineering

2. NEW BUSINESS

At this time, members of the audience may ask to be heard regarding an item on New Business.

A. Appointment of a Senior Citizen Commissioner

Recommendation: **Adopt Resolution No. 2021-05-3267** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A MEMBER TO THE SENIOR CITIZENS COMMISSION OF THE CITY OF IRWINDALE".

DEPARTMENT: Administration / City Clerk

B. Adopt Resolution No. 2021-15-3277 Appointing a Business Member to the Irwindale Community Foundation Board of Directors for an Unexpired Term ending June 30, 2024

Recommendation: **Adopt Resolution No. 2021-15-3277** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPOINTING A MEMBER TO THE IRWINDALE COMMUNITY FOUNDATION BOARD OF DIRECTORS".

DEPARTMENT: Administration

C. Report on Timeline for Zoning Code Update (Verbal, Requested by Mayor Ortiz)

DEPARTMENT: Community Development

D. Update on Arrow Highway Panattoni Site (Mpt Burrola)

DEPARTMENT: Public Works Engineering

3. PUBLIC HEARINGS

At this time, members of the audience may ask to be heard regarding an item on Public Hearings.

A. Conditional Use Permit (CUP) Modification No. 01-2021 to CUP No. 7-06 and Amendment No. 1 to Development Agreement No. 02-06 to remove the Reliance II site, located at 15990 Foothill Boulevard, from the approved Reclamation Plan and Development Agreement (DA) and a Reimbursement Agreement for Off-Site Improvements Between the City of Irwindale and Vulcan Materials Company.

Recommendation: (1) Introduce Ordinance No. 755 approving Amendment No. 1 to Development Agreement No. 02-06; (2) Approve CUP Modification No. 01-2021 to CUP No. 7-06; (3) Approve a Reimbursement Agreement for Off-Site Improvements

DEPARTMENT: Community Development

B. Materials Recovery Facility & Transfer Station Project including: Certification of the 2020 Final Environmental Impact Report (SCH#2013051029); and Approval of a Disposition and Development Agreement; General Plan Amendment No. 02-2016; Zone Ordinance Amendment No. 04-2016; Development Agreement No. 02-2016; Conditional Use Permit No. 08-2016; Site Plan & Design Review (DA) No. 06-2016; and a Franchise & Facility Operations Agreement for the development of the Project located at 2200 Arrow Highway. (APN: 8535-001-911)

This is a joint public hearing item and will be discussed concurrently with Successor Agency Agenda Item 3A

Recommendation: That the City Council and Successor Agency take the following actions:

1. **Adopt Resolution No. CC 2021-08-3270** and **Resolution No. SA 2021-13-3275** certifying the 2020 Final Environmental Impact Report (2020 FEIR) and adopting the MMRP, Findings of Fact & Statement of Overriding Considerations (SCH# 2013051029); and
2. **Adopt Resolution No. CC 2021-09-3271** and **Resolution No. SA 2021-14-3276** approving a Disposition and Development Agreement (DDA);
3. Authorize the City Attorney / Agency Counsel to make non-substantive changes to each of the agreements

AND

That the City Council take the following actions:

1. **Adopt Resolution No. 2021-10-3272** approving General Plan Amendment (GPA) No. 02-2016; and
2. **Introduce Ordinance No. 752**; and
3. **Introduce Ordinance No. 753**; and
4. **Adopt Resolution No. 2021-11-3273** approving Conditional Use Permit No. 08-2016; and
5. **Adopt Resolution No. 2021-12-3274** approving Site Plan & Design Review (DA) No. 06-2016; and
6. **Adopt Resolution No. 2021-06-3268** approving a Franchise & Facility Operations Agreement.

DEPARTMENT: Community Development

4. CITY MANAGER'S REPORT

5. FUTURE AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

6. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Successor Agency are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

1. CONSENT CALENDAR

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held January 27, 2021
2. Regular meeting held February 10, 2021

DEPARTMENT: Administration / City Clerk

A. Warrants

Recommendation: Approve

DEPARTMENT: Finance

2. NEW BUSINESS

At this time, members of the audience may ask to be heard regarding an item on New Business.

3. PUBLIC HEARINGS

At this time, members of the audience may ask to be heard regarding an item on Public Hearings.

A. Materials Recovery Facility & Transfer Station Project including: Certification of the 2020 Final Environmental Impact Report (SCH#2013051029); and Approval of a Disposition and Development Agreement; General Plan Amendment No. 02-2016; Zone Ordinance Amendment No. 04-2016; Development Agreement No. 02-2016; Conditional Use Permit No. 08-2016; Site Plan & Design Review (DA) No. 06-2016; and a Franchise & Facility Operations Agreement for the development of the Project located at 2200 Arrow Highway. (APN: 8535-001-911)

This is a joint public hearing item and will be discussed concurrently with City Council Agenda Item 3B

Recommendation: That the City Council and Successor Agency take the following actions:

1. **Adopt Resolution No. CC 2021-08-3270** and **Resolution No. SA 2021-13-3275** certifying the 2020 Final Environmental Impact Report (2020 FEIR) and adopting the MMRP, Findings of Fact & Statement of Overriding Considerations (SCH# 2013051029); and
2. **Adopt Resolution No. CC 2021-09-3271** and **Resolution No. SA 2021-14-3276** approving a Disposition and Development Agreement (DDA);
3. Authorize the City Attorney / Agency Counsel to make non-substantive changes to each of the agreements

AND

That the City Council take the following actions:

1. **Adopt Resolution No. 2021-10-3272** approving General Plan Amendment (GPA) No. 02-2016; and
2. **Introduce Ordinance No. 752**; and
3. **Introduce Ordinance No. 753**; and
4. **Adopt Resolution No. 2021-11-3273** approving Conditional Use Permit No. 08-2016; and
5. **Adopt Resolution No. 2021-12-3274** approving Site Plan & Design Review (DA) No. 06-2016; and
6. **Adopt Resolution No. 2021-06-3268** approving a Franchise & Facility Operations Agreement.

DEPARTMENT: Community Development

4. FUTURE AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

5. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council and Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, to be held on February 24, 2021, be posted at the City Hall, Library, and Post Office on February 19, 2021.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

CC ITEM 1A1

IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

JANUARY 27, 2021
WEDNESDAY
5:30 P.M.

The Irwindale **CITY COUNCIL** met in special and regular session, beginning at the above time and place.

ROLL CALL:

Present: Councilmembers Albert F. Ambriz, Mark A. Breceda, Manuel R. Garcia; Mayor Pro Tem Larry G. Burrola; Mayor H. Manuel Ortiz

Present: William Tam, City Manager; Theresa Olivares, Assistant City Manager; Adrian Guerra, City Attorney; Ty Henshaw, Police Chief; Arsanious Hanna, City Engineer; Eva Carreon, Director of Finance; Marilyn Simpson, Community Development Manager; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Works Services Manager; Jeanette Duran, Finance Manager; Jeff Wagner, Information Technology Manager; Iris Espino, Economic Development Coordinator; and Laura Nieto, Chief Deputy City Clerk

RECESS TO CLOSED SESSION

At 5:30 p.m., the City Council recessed to Closed Session to discuss the following:

Conference with Legal Counsel – Existing Litigation
Pursuant to California Government code Section 54956.9

A) Case Name: Ronald Austin v. Irwindale Police Dept.
Case Number: LASC Case No. 2OSTCP00105

ACTION: Update provided; no reportable action taken

B) Case Name: Golden State Environmental Justice Alliance v. City of Irwindale, et. al.
Case Number: 20STPCP04070

ACTION: Update provided; no reportable action taken

Public Employee Performance Evaluation
Pursuant to California Government Code Section 54957

Title: City Manager

ACTION: Discussed; no reportable action taken

RECONVENE IN OPEN SESSION

At 6:31 p.m., the City Council reconvened in Open Session.

CHANGES TO THE AGENDA

No changes.

COUNCILMEMBER TRAVEL REPORTS

None.

COUNCILMEMBER COMMENTS

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola requested that staff speak to the property owner of 16154 and 16158 Arrow Highway regarding the potential sale of the two parcels.

MOTION

A motion was made by Mayor Pro Tem Burrola, seconded by Councilmember Ambriz, to direct the City Manager to perform an evaluation of the Recreation Department's expenditures, the amount of part-time employees currently working for the department, as well as their work hours and duties being performed, and report back to the City Council. The motion was approved, with Councilmember Ambriz, Mayor Pro Tem Burrola, and Mayor Ortiz in favor; Councilmembers Breceda and Garcia opposed.

COUNCILMEMBER AMBRIZ

Councilmember Ambriz reported that the Irwindale Community Foundation recently met and has tentatively set another food giveaway to be held on either March 20 or 27. He also noted that Jeff Cameron from United Rock has resigned from his position on the Board of the Irwindale Community Foundation.

MAYOR ORTIZ

Mayor Ortiz requested to adjourn the meeting in memory of Father Joseph Cana of our Lady of Guadalupe Church, and expressed his appreciation for the many programs being offered by the Senior Center, Recreation, and Library Departments. He also thanked City Manager Tam for addressing the problems that residents on Morada Street faced with regard to construction that is being performed at the intersection of Morada and Arrow Highway, and suggested implementing measures to mitigate said issues.

COUNCILMEMBER BRECEDA

Councilmember Breceda also thanked City Manager Tam for his efforts in addressing the concerns of the residents of Morada Street.

COUNCILMEMBER AMBRIZ

Councilmember Ambriz requested that staff look into creating an entrance on the opposite side of the Morada Street cul-de-sac for the possible staging of construction equipment and vehicles.

INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS

None.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

CHAMBER OF COMMERCE BUSINESS OF THE MONTH – BUDGET

CHAMBER OF COMMERCE BUSINESS OF THE MONTH – BUDGET BLINDS OF SAN GABRIEL

The presentation was made.

BLINDS OF SAN GABRIEL

2020 ENERGY CHAMPION AWARDS FOR ENERGY EFFICIENCY TO THE CITY OF IRWINDALE FOR REACHING THE GOLD LEVEL

2020 ENERGY CHAMPION AWARDS FOR ENERGY EFFICIENCY TO THE CITY OF IRWINDALE FOR REACHING THE GOLD LEVEL

The presentation was made.

SPONTANEOUS COMMUNICATIONS

CARMEN ROMAN

Carmen Roman requested a phone number to contact a board member of the Irwindale Community Foundation so that she may ask questions. She also requested clarification on questions she had relating to the Recreation Department's budget.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Breceda, seconded by Mayor Pro Tem Burrola, to approve the Consent Calendar; reading ordinances by title only and waiving further reading thereof. The motion was unanimously approved.

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

1) Regular meeting held January 13, 2021

ITEM NO. 1B
WARRANTS / DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 1C
APPROVAL OF PLANS AND SPECIFICATIONS FOR THE 2020 – 2021 RESURFACING PROJECT; P-1026

APPROVAL OF PLANS AND SPECIFICATIONS FOR THE 2020 – 2021 RESURFACING PROJECT; P-1026

1) The 2020 – 2021 Resurfacing Project was approved and was found to be categorically exempt from the provisions of the California Environmental Quality Act; and 2) the plans and specifications for the 2020 – 2021 Resurfacing Project were approved, and 3) staff was authorized to solicit bids for the construction of the project.

ITEM NO. 1D
INVESTMENT QUARTERLY REPORT FOR DECEMBER 31,

INVESTMENT QUARTERLY REPORT FOR DECEMBER 31, 2020 (Joint Item on Successor Agency & Housing Authority)

The Investment Quarterly Report for December 31, 2020, was

2020	received and filed.
ITEM NO. 1E APPROVAL OF A PROFESSIONAL SERVICE CONTRACT FOR CIVIL / GEOTECHNICAL ENGINEERING SERVICES FOR 1) SMARA COMPLIANCE OF MINING PITS, 2) REVIEW OF GRADING PERMITS; 3) RECLAMATION OVERSIGHT; AND 4) GEOTECHNICAL ENGINEERING SUPPORT	APPROVAL OF A PROFESSIONAL SERVICE CONTRACT FOR CIVIL / GEOTECHNICAL ENGINEERING SERVICES FOR 1) SURFACE MINING AND RECLAMATION ACT OF 1975 (SMARA) COMPLIANCE OF MINING PITS, 2) REVIEW OF GRADING PERMITS FOR INERT BACKFILL OPERATION OF MINE PITS, 3) RECLAMATION OVERSIGHT OF CITY-OWNED PITS, AND 4) GEOTECHNICAL ENGINEERING SUPPORT FOR THE CITY OF IRWINDALE The City Manager was authorized to execute a professional contract agreement with Geo-Logic Associates, Inc. in the amount of $804,300 for Civil Engineering / Geotechnical Engineering Services for 1) SMARA compliance of mining pits, 2) review of Grading Permits for inert backfill operation of mining pits, 3) reclamation oversight of city-owned pits, and 4) Geotechnical Engineering Technical Support Services to prepare and develop geotechnical mining policy.

END OF CONSENT CALENDAR

NEW BUSINESS

ITEM NO. 2A IRWINDALE PARK BENCH DEDICATION – MS. ROSE GUERRERO	IRWINDALE PARK BENCH DEDICATION – MS. ROSE GUERRERO (Requested by Councilmembers Ambriz and Garcia)
CITY MANAGER TAM	City Manager Tam presented the staff report.
COUNCILMEMBER AMBRIZ	Councilmember Ambriz noted that both he and Councilmember Garcia requested to bring this item forward for discussion. He strongly recommended that staff reach out to Ms. Guerrero's family to discuss options with regard to the park bench dedication.
COUNCILMEMBER GARCIA	Councilmember Garcia stated that he merely wanted to bring the policy forward so that the Council could discuss what it dictates.
MAYOR PRO TEM BURROLA	Mayor Pro Tem Burrola stated that he previously requested to discuss this matter since he desires a new park bench policy so that residents can recognize their loved ones by dedicating benches in their honor. He stated his preference that the policy be amended to allow for honoring a living individual or an individual that has been deceased for at least six months.
COUNCILMEMBER GARCIA	Councilmember Garcia noted that the policy before them tonight pertains to naming city facilities, and suggested that something be crafted to clarify how benches and plaques could be created to honor individuals.

CITY MANAGER TAM — City Manager Tam clarified that staff seeks direction about whether the existing policy should include the possibility of dedicating park benches. If so, staff will incorporate the comments that the Council makes tonight.

MOTION — A motion was made by Councilmember Ambriz to direct staff to reach out to Mrs. Guerrero's family to discuss options on how to recognize her, and that the policy be amended to allow for honoring individuals that have been deceased for at least six months.

ASSISTANT CITY MANAGER OLIVARES — Assistant City Manager Olivares clarified that the Parks and Recreation Commission has specifically recommended that the dedication policy pertain specifically to deceased individuals. If the Council wishes to have a park bench dedication policy that allows for the inclusion of either living or deceased individuals, the Council should consider having a separate, stand-alone policy to accommodate this.

COUNCILMEMBER GARCIA — Councilmember Garcia suggested that the policy be accompanied with a cost analysis for Council discussion.

COUNCILMEMBER AMBRIZ — Councilmember Ambriz concurred with Councilmember Garcia, and reiterated his desire for staff to reach out to Mrs. Guerrero's family to obtain their input.

ASSISTANT CITY MANAGER OLIVARES — Assistant City Manager Olivares asked for clarification about whether staff should contact the Guerrero family to identify a park bench for a plaque to be installed at a nominal cost to the city.

CARMEN ROMAN — Carmen Roman spoke in favor of sending a survey to female Irwindale residents to determine their preferences.

MODIFIED MOTION — Councilmember Ambriz modified his motion to direct staff to: 1) authorize staff to work with the Guerrero family to identify a park bench for a memorial at a nominal cost to be paid for by the city; and 2) develop a new park bench dedication policy that allows for both living and deceased individuals to be recognized, and including its related cost components.

MAYOR PRO TEM BURROLA — Mayor Pro Tem Burrola suggested that the policy be clarified to only permit the same style of benches, and include photos of the benches that the Council would prefer.

MODIFIED MOTION — Councilmember Ambriz concurred and modified his motion to include Mayor Pro Tem Burrola's suggestion.

COUNCILMEMBER GARCIA — Councilmember Garcia agreed and suggested that the policy be returned to the Council along with a full cost analysis, and warned against setting a precedent of gifting public funds whenever a request

for a dedication is submitted to the City. He also suggested obtaining input from the Parks and Recreation Commission.

COUNCILMEMBER AMBRIZ — Councilmember Ambriz clarified that his motion includes direction to to staff to work with the Guerrero family to select an existing park bench for the installation of a dedication plaque on it.

ROLL CALL — The above mentioned motion (as clarified), was seconded by Councilmember Breceda, and unanimously approved, with Councilmember Garcia abstaining.

ITEM NO. 2B
IRWINDALE SWIMMING POOL OPERATIONS AND MAINTENANCE — IRWINDALE SWIMMING POOL OPERATIONS AND MAINTENANCE (Requested by Councilmember Ambriz)

ASSISTANT CITY MANAGER OLIVARES — Assistant City Manager Olivares presented the staff report.

COUNCILMEMBER AMBRIZ — Councilmember Ambriz spoke on perceived safety issues within the Recreation Department, such as those relating to bus transportation and bus maintenance. These responsibilities were then transferred to the Public Works Services Division, which seems to have alleviated the concerns. Then, another safety issue relating to crosswalks was raised, so this responsibility was transferred from the Recreation Department to the Police Department. Thereafter, a child nearly drowned at the pool. Councilmember Ambriz expressed alarm at the issues that have arisen and spoke in favor of removing responsibility of the pool from the Recreation Department and establishing the Swimming Pool as its own, separate department, or assigning responsibility for the pool to the Public Works Services Division.

MAYOR PRO TEM BURROLA — Mayor Pro Tem Burrola noted that the Public Works Services Division maintains the pool while the Recreation Department is responsible for the pool's daily operation, and as such, the pool is divided between two departments. Making the pool its own department would eliminate this situation. He also expressed his disapproval of turning over bus transportation responsibilities to the Public Works Services Division, since it has always fallen under the purview of the Recreation Department.

COUNCILMEMBER BRECEDA — Responding to a question by Councilmember Breceda, Assistant City Manager Olivares advised that the Recreation Department oversees pool operations pertaining to personnel, lifeguard certification, and supplies. Maintenance responsibilities and daily operations are shared by the Bus Drivers and the Assistant Pool Manager. Larger-scale maintenance is performed by a certified, contracted pool operator. She noted that the pool's daily routine is performed by the Assistant Pool Manager four days out of the week during the off-season. Assistant City Manager Olivares also discussed the circumstances behind the assignment of staff responsibilities, and

noted that the Recreation Department currently oversees three Assistant Pool Managers.

COUNCILMEMBER GARCIA

Councilmember Garcia expressed concern over the pool's water quality and spoke on the need to have an authorized pool operator treating it. He spoke on the potential of increased costs for staffing and management that may be incurred in order to ensure that the pool water is being properly maintained.

MAYOR ORTIZ

Mayor Ortiz also expressed concern about safety, though he cautioned about increased costs when separating the pool from the Recreation Department.

Responding to a question by Mayor Ortiz, Assistant City Manager Olivares indicated that staff can research personnel costs involved in separating the Pool from the Recreation Department.

Mayor Ortiz stated that, while he understood Councilmember Ambriz's efforts in trying to separate the Pool from the Recreation Department, the City must be careful in creating new staff positions or promoting existing staff due to the associated costs. He stated his preference in obtaining a cost analysis before taking action.

COUNCILMEMBER AMBRIZ

Councilmember Ambriz stated his unease in the Recreation Manager overseeing Pool operations due to safety issues. He suggested that existing Pool staff can assume the responsibilities, and that it may not be necessary to hire additional workers.

COUNCILMEMBER BRECEDA

Councilmember Breceda concurred that the City Manager and his staff can analyze the request and evaluate the need involved in Councilmember Ambriz's request.

COUNCILMEMBER GARCIA

Councilmember Garcia spoke on his concern that the water in the pool must be properly maintained year-round and inspected daily.

MOTION

A motion was made by Councilmember Burrola to direct staff to research the cost of a Pool Manager. The motion died due to a lack of a second.

ASSISTANT CITY MANAGER OLIVARES

Assistant City Manager Olivares clarified that the City already employs three licensed Assistant Pool Managers with certifications to serve as Lifeguards. However, they are not Certified Pool Operators. The City has hired a contractor to properly maintain the pool's water.

MOTION

A motion was made by Councilmember Ambriz, seconded by Councilmember Breceda, to direct the City Manager to research the pool's maintenance and operation requirements, specifically day-to-day staffing operations as well as safety aspects, to ensure that the pool is operated safely.

COUNCILMEMBER BURROLA	Councilmember Burrola repeated his request to have a Pool Manager.
CARMEN ROMAN	Carmen Roman expressed her opposition to the Pool responsibilities being shifted to the Public Works Services Division, and suggested making the Pool its own department.
MODIFIED MOTION	As requested by Councilmember Garcia, Councilmember Ambriz modified his motion to request that the current contracted pool operator provide an updated quote for pool maintenance services so that the costs could be analyzed.
ROLL CALL	Councilmember Ambriz's motion was unanimously approved during Roll Call.
ITEM NO. 2C MID-YEAR FINANCIAL REVIEW AND ADJUSTMENTS TO THE FY 2020-2021 BUDGET	MID-YEAR FINANCIAL REVIEW AND ADJUSTMENTS TO THE FY 2020-2021 BUDGET (Joint Item on Housing Authority)
DIRECTOR CARREON	Director Carreon made a PowerPoint presentation, which included details relating to: 1) FY 2020-2021 General Fund adopted budget, 2) revenue adjustments, 3) expenditure adjustments, 4) revised budget summary, 5) General Fund reserves, 6) Mining Impact Fund summary, and 7) Housing Authority Low/Moderate Income Housing Asset Fund.
DISCUSSION HELD	Discussion was held relating to the General Fund making its final debt service payment this year for the 2013 lease revenue bonds, and a projected increase in revenue due to the realization of upcoming projects, such as the Park at Live Oak and the Reliance II development project.
MAYOR PRO TEM BURROLA	Responding to a question by Mayor Pro Tem Burrola, Director Carreon advised part-time employees are not entitled to any benefits; though permanent part-time employees are eligible for PERS, medical, dental, and vision insurance, though they are not entitled to vacation leave or sick leave. However, permanent part-time employees can work as many hours as they are needed.
CITY MANAGER TAM	City Manager Tam spoke on the proposed funding source for the three permanent part-time positions, and indicated that approving the positions would grant the workers the flexibility to work beyond their current limit of 20 hours per week. He also stated that the costs of the positions are minimal compared to the income to be received from upcoming projects, which these positions would work to support.

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola expressed concern over the costs of the proposed positions, to which City Manager Tam emphasized that the costs for the positions are justifiable when compared to the revenues from incoming projects. Additionally, these staff members would assist in ensuring that the projects' requirements are being met.

Mayor Pro Tem Burrola suggested waiting a year before approving the positions.

COUNCILMEMBER BRECEDA

Councilmember Breceda agreed that the costs of the positions are minimal and noted that staff is recommending approval of permanent part-time positions, not full-time positions. He spoke on providing staff the necessary help to ensure that the workload is being performed properly.

COUNCILMEMBER GARCIA

Councilmember Garcia concurred with Councilmember Breceda and stated that he would like to make a motion to approve staff's recommendation.

MAYOR ORTIZ

Responding to several questions by Mayor Ortiz, Director Carreon spoke on plan check and building permit revenues being generated from projects such as the City of Hope parking structure, the Park at Live Oak, and several other large developments. She also spoke on the costs for the proposed permanent part-time positions for the remainder of the fiscal year, and noted that the annual cost for each position is about $60-$65,000 per year. However, the employees would only get paid for the actual hours worked.

Mayor Ortiz also asked about the amount of employees working from home compared to those working at the office, to which City Manager Tam advised that employees are currently permitted to work up to 50% from home due to the existing public health crisis, and the other 50% at the office. He added that the requested positions are necessary in order to accommodate increasing workloads that are being created due to the incoming projects.

Mayor Ortiz stated his belief that any new positions that are added generally tend to stay, whereas the incoming projects would not be part of staffing operations every year. He indicated his preference in refraining from implementing promotions at this time. He then asked if the three current part-time workers are interns, to which City Manager Tam confirmed that they began as interns, though they have since graduated and are valuable to the City since time and money have been spent on training them. He also noted that the positions are at-will, so the City can choose whether the positions would remain or be terminated.

Mayor Ortiz suggested continuing with the existing positions as they currently exist, and hire additional interns if more help is needed.

COUNCILMEMBER BRECEDA — Councilmember Breceda noted that employees are being trained today to eventually replace employees that retire. He reemphasized his belief that the costs for the proposed positions are minimal in comparison with incoming revenue.

COUNCILMEMBER BURROLA — Councilmember Burrola spoke in support of waiting until next year to revisit the request.

COUNCILMEMBER GARCIA — Councilmember Garcia stated his support for providing employees the support they need and noted that the proposal would realize savings over time.

MOTION — A motion was made by Councilmember Garcia to adopt **Resolution No. 2021-18-3280** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AND THE IRWINDALE HOUSING AUTHORITY BOARD APPROVING ADJUSTMENTS TO THE BUDGET FOR FISCAL YEAR 2020-2021," with the recommendations made by staff.

COUNCILMEMBER AMBRIZ — Councilmember Ambriz acknowledged the valid concerns made by the Councilmembers, but suggested waiting a bit longer to approve the recommendations to the positions.

SUBSTITUTE MOTION — A substitute motion was made by Councilmember Ambriz, seconded by Mayor Pro Tem Burrola, to adopt **Resolution No. 2021-18-3280**, entitled:

RESOLUTION NO. 2021-18-3280 ADOPTED — "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AND THE IRWINDALE HOUSING AUTHORITY BOARD APPROVING ADJUSTMENTS TO THE BUDGET FOR FISCAL YEAR 2020-2021," reading by title only and waiving further reading thereof, and approving the recommendations made by staff with the exception of the proposed personnel changes.

COUNCILMEMBER GARCIA — Councilmember Garcia retracted his motion.

ROLL CALL — Councilmember Ambriz's motion was approved, with Councilmember Ambriz, Mayor Pro Tem Burrola, and Mayor Ortiz in favor; Councilmembers Breceda and Garcia opposed.

RECESS — At 8:45 p.m., the Council took a short recess.

RECONVENE — The Council reconvened at 8:51 p.m. with all members present.

PUBLIC HEARINGS — None.

CITY MANAGER'S REPORT

CITY MANAGER TAM — City Manager Tam provided an update on COVID-19 and noted that CA Governor Newsom lifted the regional stay-at-home order. City staff is awaiting further guidance from Los Angeles County to determine how this would affect the workforce. The Council will be updated accordingly.

COORDINATOR ESPINO — Coordinator Espino spoke on an upcoming event to provide free COVID-19 testing to Irwindale residents and employees on February 15.

COUNCILMEMBER AMBRIZ — Responding to a question by Councilmember Ambriz, City Manager Tam spoke on the availability of COVID-19 vaccines and noted that interested individuals may register online to obtain updates as to when they may be inoculated.

COORDINATOR ESPINO — Coordinator Espino added that a flyer was mailed out to residents encouraging those over the age of 65 to check with the County of Los Angeles in order to register to receive the vaccinations.

AGENDA ITEM REQUESTS BY COUNCILMEMBERS

MAYOR ORTIZ — Mayor Ortiz spoke on his previous request for the inclusion of a former city employee in the Veterans Monument, and noted that the current policy only permits for the inclusion of names of individuals that have lived within the City. However, it appears that some of the individuals listed on the Veterans Monument did not live within the City, and requested that the policy be modified to allow Irwindale staff to be recognized on the Veterans Monument.

MOTION — A motion was made by Mayor Ortiz, seconded by Councilmember Ambriz, to discuss the Veterans Monument policy at a future meeting. The motion was unanimously approved.

ADJOURNMENT — There being no further business to conduct, the meeting was adjourned at 9:01 p.m., in memory of Father Joseph Cana.

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Laura M. Nieto, MMC
Chief Deputy City Clerk

CC ITEM 1A2

IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

FEBRUARY 10, 2021
WEDNESDAY
6:30 P.M.

The Irwindale **CITY COUNCIL** met in special and regular session, beginning at the above time and place.

ROLL CALL:

Present: Councilmembers Albert F. Ambriz, Mark A. Breceda, Manuel R. Garcia; Mayor Pro Tem Larry G. Burrola; Mayor H. Manuel Ortiz

Present: William Tam, City Manager; Theresa Olivares, Assistant City Manager; Adrian Guerra, City Attorney; Ty Henshaw, Police Chief; Arsanious Hanna, City Engineer; Eva Carreon, Director of Finance; Marilyn Simpson, Community Development Manager; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Works Services Manager; Jeanette Duran, Finance Manager; Jeff Wagner, Information Technology Manager; Iris Espino, Economic Development Coordinator; and Laura Nieto, Chief Deputy City Clerk

CHANGES TO THE AGENDA

None.

COUNCILMEMBER TRAVEL REPORTS

None.

COUNCILMEMBER COMMENTS

MAYOR PRO TEM BURROLA

Mayor Pro Tem Burrola requested that staff look into updating the Zoning Code as soon as possible. He also requested an update on a project by Panattoni.

MAYOR ORTIZ

Mayor Ortiz announced that he has recently attended virtual meetings from organizations such as the San Gabriel Valley Economic Partnership, Contract Cities, and San Gabriel Valley Council of Governments, to discuss matters related to housing and homelessness.

INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS

None.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

PRESENTATION BY VALLEY COUNTY WATER DISTRICT GENERAL MANAGER

PRESENTATION BY VALLEY COUNTY WATER DISTRICT GENERAL MANAGER JOSE MARTINEZ

The presentation was made, where Mr. Martinez spoke on efforts to

JOSE MARTINEZ — improve water quality, bill payment options, water costs, and affordable rate programs.

MAYOR ORTIZ — Responding to a question by Mayor Ortiz, Mr. Martinez indicated that the project on Arrow Highway near Morada Street will be completed within the next couple of weeks, and noted that their staff have met with area residents to hear and address their concerns.

Mayor Ortiz thanked the Valley County Water District for implementing a rate delay during the pandemic.

SPONTANEOUS COMMUNICATIONS

JONATHAN HAWES — An email from Jonathan Hawes dated February 1 relating to alleged fraud by the City of El Monte was read.

KYLE PATTERSON — Kyle Patterson spoke on jobs available through the Southwest Carpenters Union and provided his phone number for interested individuals.

CONSENT CALENDAR

MOTION — A motion was made by Councilmember Breceda, seconded by Mayor Pro Tem Burrola, to approve the Consent Calendar; reading ordinances by title only and waiving further reading thereof. The motion was unanimously approved.

ITEM NO. 1A
MINUTES

MINUTES

None for approval.

ITEM NO. 1B
WARRANTS / DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 1C
REQUEST TO APPROVE A PROJECT REIMBURSEMENT AGREEMENT - CENTERPOINT PROPERTIES

REQUEST TO APPROVE A PROJECT REIMBURSEMENT AGREEMENT BETWEEN THE CITY AND CENTERPOINT PROPERTIES TRUST ("APPLICANT") FOR CEQA AND CITY ATTORNEY COSTS ASSOCIATED WITH A PROPOSED INDUSTRIAL BUILDING TO BE LOCATED AT 5265 4TH STREET (APNS 8619-001-021 AND 8619-001-058)

The Project Reimbursement Agreement with CenterPoint Properties Trust for the reimbursement of costs associated with all CEQA work conducted and all necessary CEQA documents prepared by the CEQA consultant selected by the City as Lead Agency and costs incurred by the City Attorney's Office to process and negotiate

permits, entitlements, and proposed conditions of approval of the Project, was approved.

ITEM NO. 1D
REQUEST TO APPROVE A PROFESSIONAL CONSULTING CONTRACT WITH EPD SOLUTIONS, INC. - PREPARATION OF CEQA DOCUMENTS

REQUEST TO APPROVE A PROFESSIONAL CONSULTING CONTRACT WITH EPD SOLUTIONS, INC. FOR THE PREPARATION OF CEQA DOCUMENTS (INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION OR ENVIRONMENTAL IMPACT REPORT) FOR THE CONSTRUCTION OF AN APPROXIMATELY 142,078 SQUARE-FOOT LIGHT INDUSTRIAL CONCRETE TILT-UP BUILDING ON AN APPROXIMATELY 8.1 ACRE PROJECT SITE LOCATED AT 5625 4TH STREET (APNS): 8619-001-021 AND 8619-001-058

The contract with EPD Solutions, Inc. for the preparation of an Initial Study and Mitigated Negative Declaration or Environmental Impact Report to be prepared in association with a land use entitlement application for property located at 5625 4th Street, Irwindale, CA 91706, was approved.

ITEM NO. 1E
CONSIDERATION OF AN APPROPRIATION TO THE IRWINDALE BUSINESS CENTER SEWER MAINTENANCE ASSESSMENT DISTRICT BUDGET FOR THE REPLACEMENT OF A SEWER PUMP

CONSIDERATION OF AN APPROPRIATION TO THE IRWINDALE BUSINESS CENTER SEWER MAINTENANCE ASSESSMENT DISTRICT BUDGET FOR THE REPLACEMENT OF A SEWER PUMP

RESOLUTION NO. 2021-19-3281
ADOPTED

Resolution No. 2021-19-3281, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING $140,000 FROM THE IRWINDALE BUSINESS CENTER SEWER MAINTENANCE ASSESSMENT DISTRICT FUND BALANCE TO FUND THE REPLACEMENT OF A SEWER PUMP," was adopted.

ITEM NO. 1F
ACCEPTANCE OF THE COMMUNITY CENTER BUILDING HVAC AND ROOF REHABILITATION IMPROVEMENTS PROJECT; P-1012

ACCEPTANCE OF THE COMMUNITY CENTER BUILDING HVAC AND ROOF REHABILITATION IMPROVEMENTS PROJECT; P-1012

1) The changes to the original scope of work were ratified and the improvements and maintenance responsibilities for construction of the Community Center Building HVAC and Roof Rehabilitation Improvements Project were accepted, 2) the final construction project amount of $564,116.02 was approved, 3) the City Clerk was authorized to record the Notice of Completion, and 4) the Finance

Director was authorized to release the 5% retention amount for the construction project.

END OF CONSENT CALENDAR

NEW BUSINESS

ITEM NO. 2A PROPERTY LISTING - 16158 & 16154 ARROW HIGHWAY, IRWINDALE CA 91706	PROPERTY LISTING – 16158 & 16154 ARROW HIGHWAY, IRWINDALE, CA 91706
COUNCILMEMBERS AMBRIZ AND BRECEDA	Councilmembers Ambriz and Breceda declared a potential conflict of interest, recused themselves from discussing this matter, and exited the Council Chambers at 6:56 p.m.
ECONOMIC DEVELOPMENT MANAGER ESPINO	Economic Development Manager Espino presented the staff report.
MAYOR PRO TEM BURROLA	Mayor Pro Tem Burrola asked whether the site's current price is reasonable, to which Coordinator Espino stated that the price is higher than the going rate. Mayor Pro Tem Burrola suggested making an offer to purchase the property.
CITY MANAGER TAM	City Manager Tam stated that the Council cold also decide to have the site appraised in order to determine the site's fair market value, after which the Council could determine whether to make any efforts to purchase it.
MOTION	A motion was made by Mayor Pro Tem Burrola, seconded by Councilmember Garcia, to have the site appraised to determine the fair market value.
MAYOR PRO TEM BURROLA	Mayor Pro Tem Burrola suggested re-zoning the site to designate it as a residential site, to which City Manager Tam asked whether the motion was to have the site appraised according to the site's current zoning designation. He also noted that rezoning any area of the city requires a separate process to take place. Responding to a question by Mayor Pro Tem Burrola, City Manager Tam advised that staff will report to the Council with the status of efforts to complete a comprehensive update of the City's zoning map.
CITY ATTORNEY GUERRA	City Attorney Guerra advised that the City Council has the authority to amend the City's zoning map, and explained the process by which this could be done.

MAYOR ORTIZ — Responding to a question by Mayor Ortiz, City Manager Tam advised that the appraisal will be conducted based on the site's current zoning designation.

ROLL CALL — The above-mentioned motion was unanimously approved on Roll Call; Councilmembers Ambriz and Breceda absent from this item.

RETURN TO COUNCIL CHAMBERS — Councilmembers Ambriz and Breceda returned to the Council Chambers at 7:07 p.m.

ITEM NO. 2B
CRITERIA FOR THE PLACEMENT OF NAMES ON VETERANS' MEMORIAL MONUMENT

CRITERIA FOR THE PLACEMENT OF NAMES ON VETERANS' MEMORIAL MONUMENT

CHIEF DEPUTY CITY CLERK NIETO — Chief Deputy City Clerk Nieto presented the staff report.

COUNCILMEMBER BRECEDA — Councilmember Breceda noted that this matter is before the Council for discussion due to Mr. Joe Vela's request to have his name added to the Veterans' Monument, and spoke of his willingness to have Mr. Vela's name added since, although he is not an Irwindale resident, he previously served as a School Crossing Guard.

COUNCILMEMBER AMBRIZ — Councilmember Ambriz suggested that the criteria be amended to allow for the inclusion of the names of veterans that have made significant contributions to the community.

MAYOR PRO TEM BURROLA — Mayor Pro Tem Burrola spoke on Mr. Vela's contributions and suggested that non-resident veterans that have family living in Irwindale should also have the opportunity to have their names included in the monument.

COUNCILMEMBER BRECEDA — Councilmember Breceda suggested that non-resident veterans' applications should be reviewed by the Council on a case-by-case basis.

CITY MANAGER TAM — City Manager Tam noted the time constraints that would be created should the Council need to review applications, and recommended that the due dates for applications be changed from August to June to permit sufficient time for the suggested process to take place.

COUNCILMEMBER AMBRIZ — Councilmember Ambriz warned that having the Council decide whether an application is approved on a case-by-case basis could create political issues.

CITY ATTORNEY GUERRA — City Attorney Guerra spoke on the ability to verify factual information versus determining whether an applicant has indeed made a significant contribution to the community, and suggested that the

Council have the ultimate decision-making authority with regard to the applications.

MOTION

A motion was made by Councilmember Ambriz, seconded by Councilmember Breceda, to amend the current criteria to include the following: "Any American Veteran, living or deceased, who served in the U.S. Armed Forces, received an honorable discharge, and either lived in Irwindale at some point during his or her lifetime or made a significant contribution to the Irwindale community (such as an employee or volunteer) as determined by the City Council, is eligible to have his or her name on the Irwindale Veterans Monument." The motion was unanimously approved.

MAYOR ORTIZ

Responding to a request by Mayor Ortiz, City Manager Tam advised that staff would contact Mr. Vela regarding the Council's action tonight.

PUBLIC HEARINGS

None.

CITY MANAGER'S REPORT

CITY MANAGER TAM

City Manager Tam introduced Economic Development Coordinator Espino, who provided an update on COVID-19 and stated that staff is working on setting up testing and vaccinations for seniors at the Senior Center.

COUNCILMEMBER BRECEDA

Councilmember Breceda spoke on the need to have vaccines administered locally since some seniors lack transportation.

MAYOR PRO TEM BURROLA

Responding to questions by Mayor Pro Tem Burrola, City Manager Tam advised that Irwindale Police Officers continue to operate within the safety procedures implemented on guidance received by the Los Angeles County Department of Public Health as well as the Centers for Disease Control, and that the Police public counter is open by appointment only, similar to that of City Hall. Additionally, staff has been instructed to wear masks at all times unless they are in private offices with doors and windows closed or when eating. This policy has been in place since March 2020.

FUTURE AGENDA ITEMS REQUESTED BY COUNCILMEMBERS

COUNCILMEMBER AMBRIZ

Councilmember Ambriz requested placing an item on the agenda for the first meeting in March to discuss the possibility of designating the Manning Pit land for the development of affordable housing.

MAYOR ORTIZ

Mayor Ortiz asked about updating the City's General Plan, to which City Manager Tam advised that the status of this request would be discussed at the next meeting.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:39 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

CC ITEM 1B

Electronic Payments

February 2021

February 1 - 15, 2021

Reference Number	Vendor Name	Date	Amount
ACH	CalPERS-Medical	2/1/2021	242,229.25
ACH	CalPERS	2/2/2021	201.35
ACH	CalPERS	2/3/2021	72,627.65
ACH	EDD	2/3/2021	28,694.24
ACH	Federal Tax	2/3/2021	74,652.74
ACH	EDD	2/10/2021	23.65
ACH	Federal Tax	2/10/2021	53.68
ACH	Nationwide-457 Plan & Trust	2/11/2021	13,434.89
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	2/11/2021	2,852.00
ACH	PARS-Public Agency Retirement Services	2/10/2021	5,120.00
ACH	ICMA	2/11/2021	10.39
ACH	PARS-FT	2/11/2021	17,491.49
ACH	PARS-PT	2/11/2021	880.11
570	CJPIA Excess Pool (#)	2/9/2021	1,476.00
		Report Total:	459,747.44

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 2/18/2021 3:37 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
73247	AFFORD01	Affordable Generator Services, Inc.	01/21/2021	1,629.85
73248	AT&T02	AT & T	01/21/2021	33.34
73249	AT&T06	AT & T	01/21/2021	1,351.16
73250	BRECED04	Mark A. Breceda	01/21/2021	192.26
73251	BURROL08	Larry Burrola	01/21/2021	192.26
73252	CALIFO02	California American Water	01/21/2021	1,223.45
73253	CHARTE01	Charter Communications	01/21/2021	172.24
73254	COSTCO01	Costco Membership	01/21/2021	120.00
73255	PMIDEN	Delta Dental Insurance Company	01/21/2021	991.77
73256	PMIDEN01	Delta Dental of California	01/21/2021	12,663.42
73257	FRONT01	Frontier Communications	01/21/2021	678.75
73258	GARCIA03	Manuel Garcia	01/21/2021	192.26
73259	SOUTHE17	Golden State Water Company	01/21/2021	1,624.16
73260	HICKMA01	Jason Hickman	01/21/2021	192.26
73261	INTE01	Integrative Urgentcare	01/21/2021	4,500.00
73262	MCIWOR	MCI Comm Service	01/21/2021	38.37
73263	NEST01	Nestle Waters North America	01/21/2021	139.94
73264	OLIVAR03	Sandro Olivares	01/21/2021	224.46
73265	OROSCOJR	Lenny Orosco Jr.	01/21/2021	158.76
73266	EBEL01	Ebelia Reyes Ortiz	01/21/2021	192.26
73267	PURCHA	Purchase Power	01/21/2021	2,020.99
73268	REGIST01	Registrar-Recorder/County Clerk	01/21/2021	1,038.70
73269	SCFUELS	SC Fuels	01/21/2021	3,151.85
73270	SCE02	Southern California Edison	01/21/2021	145.82
73271	TEXAS01	Texas Life Insurance Co.	01/21/2021	2,673.70
73272	TPX 01	TPX Communications	01/21/2021	2,249.39
73273	verizonw	Verizon Wireless	01/21/2021	709.01
73274	VISION01	Vision Service Plan - (CA)	01/21/2021	4,298.62
73275	ALVARA04	Aundrea Alvarado	01/28/2021	90.00
73276	AMAZON	Amazon	01/28/2021	167.93
73277	AMERIFID	American Fidelity Assurance	01/28/2021	6,259.96
73278	AMERIC34	American Fidelity Assurance Co	01/28/2021	2,498.67
73279	ARAM01	Aramark Uniform & Career Apparel Group	01/28/2021	151.72
73280	AT&T06	AT & T	01/28/2021	43.63
73281	AZUSALW	Azusa Light & Water	01/28/2021	401.13
73282	NATION23	National Union Fire Insurance	01/28/2021	600.48
73283	PEARSO01	NCS Pearson, Inc	01/28/2021	32.00
73284	OLIVAR07	Vanessa Olivares	01/28/2021	30.00
73285	OPTUM01	OptumRx, Inc.	01/28/2021	104,022.80
73286	OROSCOA	Amanda Orosco	01/28/2021	30.00
73287	SCE02	Southern California Edison	01/28/2021	1,137.22
73288	STANDA01	Standard Insurance Co. RV	01/28/2021	424.45
73289	STANDA03	Standard Insurance Company	01/28/2021	2,002.57
73290	VANM01	Veronica VanMarcke	01/28/2021	60.00
73291	VISION01	Vision Service Plan - (CA)	01/28/2021	1,760.01
73292	CALIFO56	California State Disbursement Unit	01/28/2021	604.15
73293	CITY01	City of Hope	01/28/2021	54.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
73294	ICEA	Irwindale City Employee Assoc.	01/28/2021	638.00
73295	IMEA	Irwindale Mgmt Employee Assoc.	01/28/2021	400.00
73296	IRWIND02	Irwindale Police Officers Assoc.	01/28/2021	3,288.10
73297	AFFORD02	Affordable Additions	02/10/2021	49,440.51
73298	AFFORD01	Affordable Generator Services, Inc.	02/10/2021	600.00
73299	ALLEN10	Allen Matkins LLP	02/10/2021	3,594.50
73300	ALLISO01	Allison Mechanical, Inc	02/10/2021	2,560.62
73301	AMAZON	Amazon	02/10/2021	2,679.48
73302	AMERIC15	American Planning Association	02/10/2021	290.00
73303	B&BTIR	B & B Tires Service	02/10/2021	77.00
73304	BAKER01	Baker & Taylor Books	02/10/2021	501.44
73305	BARNEY	Barney's Locksmith Service	02/10/2021	319.67
73306	BEARFR	Bear Frame & Wheel #3	02/10/2021	80.00
73307	CARQUEST	Carquest	02/10/2021	8.10
73308	CASC01	CASC Engineering & Consulting	02/10/2021	8,140.00
73309	CENTRO01	Centro Print Solutions	02/10/2021	472.05
73310	CINTAS	Cintas Corporation #693	02/10/2021	122.25
73311	COUNTY04	County of Los Angeles	02/10/2021	144,222.96
73312	DENOVO01	De Novo Planning Group	02/10/2021	15,540.43
73313	DESIGN04	Design Concepts Consulting, Inc.	02/10/2021	6,927.50
73314	DURATE01	DuraTech USA, Inc.	02/10/2021	10,200.58
73315	ENGI01	Engineering Associates, LLC	02/10/2021	16,085.50
73316	FCG01	FCG Consultants Inc.	02/10/2021	16,834.50
73317	FEDEX	FedEx	02/10/2021	109.19
73318	FILLG01	Fill Good Landscaping	02/10/2021	375.00
73319	GENT01	Gentry General Engineering, Inc.	02/10/2021	34,010.00
73320	Harvey	Harvey Consulting Group, LLC	02/10/2021	44,720.00
73321	HINDER	Hinderliter, De Llamas & Assoc	02/10/2021	300.00
73322	INTEGR02	Integrity Surveillance Group	02/10/2021	998.00
73323	INTER01	Interwest Consulting Group	02/10/2021	8,631.25
73324	JCSPLU	JC's Plumbing & Backflow Svc	02/10/2021	78.00
73325	JOEAGO	Joe A. Gonsalves & Son	02/10/2021	2,375.00
73326	JUSTIRE	Just Tires	02/10/2021	1,102.18
73327	LANDSC	Landscape Warehouse III	02/10/2021	172.27
73328	LEWISE	Lewis Engraving, Inc.	02/10/2021	19.85
73329	MARIPO	Mariposa Landscapes, Inc.	02/10/2021	8,796.00
73330	MIJACA	Mijac Alarm, Inc.	02/10/2021	1,509.00
73331	MOUNT01	Mountain View Tire & Service Inc.	02/10/2021	115.77
73332	OFFICE03	Office Depot	02/10/2021	1,304.40
73333	ORKINP	Orkin Pest Control	02/10/2021	2,684.05
73334	PAPE01	Pape' Material Handling Inc.	02/10/2021	2,433.50
73335	PLACE01	PlaceWorks, Inc.	02/10/2021	362.50
73336	PROPRINT	Pro Printing, Inc.	02/10/2021	407.93
73337	RPLAUR02	R. P. Laurain & Associates	02/10/2021	1,800.00
73338	RANCHO01	Rancho Duarte Florist	02/10/2021	150.00
73339	RECYCL02	Recycle Away Systems & Solutions	02/10/2021	2,026.56
73340	RICOH02	Ricoh USA, Inc	02/10/2021	1,673.13
73341	RIOHON01	Rio Hondo College	02/10/2021	228.00
73342	ROSENO	Rosenow Spevacek Group Inc	02/10/2021	3,566.25
73343	RUSH01	Rush Truck Center, Whitter	02/10/2021	173.06
73344	SANGAB04	San Gabriel Valley Water Assoc	02/10/2021	100.00
73345	SIERRA01	Sierra Chevrolet	02/10/2021	1,105.03
73346	ULINE01	Uline	02/10/2021	938.05
73347	UNITED11	United Site Services of CA Inc	02/10/2021	539.99
73348	WALT01	Walters Wholesale Electric Co.	02/10/2021	370.93
73349	WAXI01	Waxie's Enterprises, LLC	02/10/2021	3,578.50
73350	WILLDAN	Willdan Financial Services	02/10/2021	1,260.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
73351	AZUSALW	Azusa Light & Water	02/04/2021	240.96
73352	CITY01	City of Hope	02/04/2021	882.18
73353	GASCOM	Gas Company, The	02/04/2021	1,922.41
73354	SOUTHE17	Golden State Water Company	02/04/2021	2,465.50
73355	INTE01	Integrative Urgentcare	02/04/2021	300.00
73356	IRWIND14	Irwindale Industrial Clinic	02/04/2021	50.00
73357	PADILLAM	Melissa Marez	02/04/2021	56.97
73358	MEDI01	Medical Diagnostic Laboratory, LLC	02/04/2021	600.00
73359	SCE02	Southern California Edison	02/04/2021	11,337.94
73360	SURFAC01	Surface Constructors Inc.	02/04/2021	1,126.00
73361	VALLEY01	Valley County Water District	02/04/2021	651.99
73362	VALLEY09	Valley View Mutual Water Co.	02/04/2021	72.53
73363	XU01	Renfang Xu	02/04/2021	10.00
73364	AT&T06	AT & T	02/11/2021	1,697.12
73365	BANKOF03	Bank of The West	02/11/2021	7,431.20
73366	BEARFR	Bear Frame & Wheel #3	02/11/2021	65.00
73367	CALIFO02	California American Water	02/11/2021	1,453.67
73368	CHARTE01	Charter Communications	02/11/2021	449.56
73369	CITYOF23	City Of West Covina	02/11/2021	3,340.00
73370	CSMFO02	CSMFO	02/11/2021	330.00
73371	MASON&	David S. Mason, Inc.	02/11/2021	8,347.60
73372	FRONT01	Frontier Communications	02/11/2021	282.52
73373	GOVERN01	Government Finance Officers	02/11/2021	215.00
73374	HOMEDE	Home Depot Credit Services	02/11/2021	801.43
73375	OPTUM01	OptumRx, Inc.	02/11/2021	35,608.01
73376	PITNEY06	Pitney Bowes, Inc	02/11/2021	238.14
73377	PREF01	Preferred Construction Specialties, Inc.	02/11/2021	91.16
73378	SAPIEN01	Rene Sapien	02/11/2021	30.99
73379	SIMPSO01	Marilyn Simpson	02/11/2021	245.00
73380	SCE02	Southern California Edison	02/11/2021	17,701.75
73381	VALLEY01	Valley County Water District	02/11/2021	8,700.00
73382	CALIFO56	California State Disbursement Unit	02/11/2021	604.15
73383	LOSANG31	Los Angeles County Sheriff's Dept.	02/11/2021	23.73
			Report Total (137 checks):	681,578.86

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 2/18/2021 3:38 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
73385	ALLISO01	Allison Mechanical, Inc	02/24/2021	878.39
73386	ALTE02	Alternative Maintenance Services, Inc.	02/24/2021	2,520.00
73387	BAKER01	Baker & Taylor Books	02/24/2021	306.88
73388	BATE01	Bateman Community Living, LLC	02/24/2021	3,174.00
73389	BILLST	Bill's Truck Repair, Inc.	02/24/2021	675.51
73390	BLACKA	Black & White Emergency Vehicles	02/24/2021	160.00
73391	BURRO01	Burro Canyon Ent. Inc.	02/24/2021	90.00
73392	CARQUEST	Carquest	02/24/2021	20.05
73393	CHARTE03	Charter Communications	02/24/2021	6,800.00
73394	CIVIC02	CivicPlus	02/24/2021	7,192.26
73395	CMRTA01	CMRTA	02/24/2021	125.00
73396	COUNTY04	County of Los Angeles	02/24/2021	24,098.79
73397	DATA10	Datalog Engineering	02/24/2021	1,400.00
73398	BALLOO	Carol Diess	02/24/2021	15.00
73399	EBSCOS	EBSCO Subscription Services	02/24/2021	1,703.00
73400	ELITEE	Elite Elevator, Inc.	02/24/2021	350.00
73401	FCG01	FCG Consultants Inc.	02/24/2021	35,876.24
73402	FOOTH01	Foothill Communications, Inc.	02/24/2021	680.00
73403	GATECH01	GA Technical Servies, Inc.	02/24/2021	1,199.99
73404	GARVEY	Garvey Equipment Co	02/24/2021	96.68
73405	GEOLOG	Geologic Associates	02/24/2021	33,383.00
73406	GRAING	Grainger	02/24/2021	53.23
73407	HDL01	Hdl Software, LLC	02/24/2021	4,486.63
73408	IRWIND04	Irwindale Chamber Of Commerce	02/24/2021	5,000.00
73409	IRWIND21	Irwindale Hand Wash & Auto Detail	02/24/2021	393.78
73410	ITERIS	Iteris, Inc.	02/24/2021	1,130.00
73411	JUSTIRE	Just Tires	02/24/2021	1,704.12
73412	COORYE	Samir M. Khoury	02/24/2021	121.50
73413	LEAGUE02	League Of California Cities	02/24/2021	985.00
73414	LEES01	Lee's Batteries & Auto Parts	02/24/2021	5,387.40
73415	LEXISN	LexisNexis Risk Solutions	02/24/2021	151.50
73416	CALIBE01	Lawrence E. Marino	02/24/2021	5,898.31
73417	MARIPO	Mariposa Landscapes, Inc.	02/24/2021	8,796.00
73418	MONROV07	Monrovia Chrysler Dodge Jeep Ram	02/24/2021	73.27
73419	NATION25	National Auto Fleet Group	02/24/2021	28,696.40
73420	OFFICE03	Office Depot	02/24/2021	1,438.46
73421	RANCHO01	Rancho Duarte Florist	02/24/2021	150.00
73422	PACIFI13	Rene David LTD	02/24/2021	234.44
73423	RICOH01	Ricoh USA, Inc	02/24/2021	640.97
73424	SCFUELS	SC Fuels	02/24/2021	3,839.78
73425	SkyBluep	Sky Blueprint & Supplies, Inc	02/24/2021	179.68
73426	SANGAB11	Southern California News Group	02/24/2021	1,723.50
73427	THALES01	Thales Consulting Inc.	02/24/2021	2,500.00
73428	URBAN03	Urban Restoration Group US., Inc.	02/24/2021	363.51
73429	WALT01	Walters Wholesale Electric Co.	02/24/2021	346.70
73430	WATER02	Water Cannon Inc.	02/24/2021	25.02
73431	WESTCO05	West Coast Arborists, Inc.	02/24/2021	610.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
			Report Total (47 checks):	195,673.99

CC ITEM 1C

☒City Council
☐Successor Agency
☐Housing Authority
☐Reclamation Authority
☐Joint Powers Authority

City of IRWINDALE
AGENDA REPORT

Date: February 24, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Rejection of Claim: Antonia Guevara vs. City of Irwindale

City Manager's Recommendation:

Staff recommends City Council (1) Reject the claim of Antonia Guevara vs. City of Irwindale; and (2) Direct staff to send a letter of rejection.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Laura Nieto, Chief Deputy City Clerk
(626) 430-2202

Reviewed by:

Electronically Approved

Adrian R. Guerra, City Attorney

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager

Background and Analysis:

On February 16, 2021, the City received a claim for damages in the amount of $5,000,000.00. The claimant, Antonia Guevara, alleges she was walking in the crosswalk at Ramona Boulevard at Durbin Street / Barnes Avenue in the City of Irwindale when she was struck by a vehicle on August 3, 2020. Ms. Guevara alleges that she sustained injuries to her neck, left arm and ribs, lacerations to her left leg, ankle and face, abdomen, and back, and continues to suffer headaches and vertigo. She alleges that the City of Irwindale is liable because the City negligently designed, operated and maintained the crosswalk.

The claim is under review by the City's claims adjuster, Carl Warren & Co., who has recommended the rejection of the claim. Alternatively, the City Council may direct the City Manager to negotiate resolution of the claim.

Fiscal Impact:

None.

Attachment:

Rejection Notice to City from Carl Warren & Co.
Claim for Damages received February 16, 2021

CARL WARREN & COMPANY
Claims Management and Solutions

February 16, 2021

TO: City of Irwindale

ATTENTION: Laura Nieto

RE:	Claim	:	Guevara vs. Irwindale
	Claimant	:	Antonia Guevara
	Member	:	City of Irwindale
	Date Rec'd by Mbr	:	2/16/21
	Date of Event	:	8/13/20
	CW File Number	:	3009142 GRV

Please allow this correspondence to acknowledge receipt of the captioned claim. Please take the following action:

- **CLAIM REJECTION: Send a standard rejection letter to the claimant.**

Please include a Proof of Mailing with your rejection notice to the claimant. An exemplar copy of a Proof of Mailing is attached. Please provide us with a copy of the Notice of Rejection and copy of the Proof of Mailing. If you have any questions feel free to contact the assigned adjuster or the undersigned claims specialist.

Very Truly Yours,

CARL WARREN & CO.

Timothy M. Varon

Timothy M. Varon
Claims Supervisor

PO Box 2411, Tustin, CA 92781
Tel: 657-622-4200 | Fax: 866-254-4423 | www.carlwarren.com
CA License #2607296

Mendez & Sanchez
A Professional Law Corporation

Giancarlo J. Mendez

Michael A. Sanchez

5440 E. Beverly Blvd.
Los Angeles, CA 90022

www.mswlegal.com

Telephone
(323) 838-1444

Facsimile
(323) 838-1226

February 12, 2021

City Clerk
City of Irwindale
5050 N. Irwindale Ave.
Irwindale, CA 91706

Re: My Client: Antonia Guevara
Date of Accident: August 13, 2020

Dear Sir/ Madam,

As you are aware, the above-mentioned client has retained this office to represent her with regards to the auto accident that occurred on or about **August 13, 2020**.

Attached, please find a copy of the completed Claim for Damages form. Please contact this office at your earliest opportunity to further discuss this claim.

Your cooperation is greatly appreciated.

Very truly yours,
MENDEZ & SANCHEZ, APC

Giancarlo J. Mendez, Esq.
Attorney at Law

gjm/ mz

Encl: Claim for Damages

CITY OF IRWINDALE

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

INSTRUCTIONS

1. **Claims for death, injury to person or to personal property must be filed not later than 6 months after the occurrence.**
2. **Claims for damages to real property must be filed not later than 1 year after occurrence.**
3. **Read entire claim before filing.**
4. **See page 2 for diagram upon which to locate place of accident.**
5. **This claim for must be signed on page 2 at bottom.**
6. **Attach separate sheets if necessary to give full details. Sign each sheet.**
7. **File with City Clerk, 5050 N. Irwindale Ave., Irwindale, CA 91706**

RECEIVED
2:11 pm
FEB 16 2021
CITY OF IRWINDALE
CITY CLERKS DEPT.
Clerk's Official Filing Stamp

To: City of Irwindale	Claimant's Date of Birth
Name of Claimant Antonia Guevara	Claimant's Occupation
Home Address of Claimant	Home Telephone Number
Business Address of Claimant 5440 E. Beverly Blvd. Los Angeles, CA 90022	Business Telephone Number

Name and address to which you desire notices or communications to be sent regarding this claim:
Mendez & Sanchez, APC 5440 E. Beverly Blvd. Los Angeles, CA 90022

When did DAMAGE or INJURY occur?	Names of any City employees involved in INJURY or DAMAGE
Date: 08/13/2020 Time: 12:51 PM If claim is for Equitable Indemnity, give date claimant served with complaint: _____	Department of Public Works

Where did DAMAGE or INJURY occur? Describe in full detail and locate on diagram on page 2. Where appropriate, give street names, addresses, and measurements from landmarks:
Ramona Blvd, at Durbin Street/ Barnes Ave. Irwindale, CA

Describe in detail how the DAMAGE or INJURY occurred.
Mrs. Guevara was a pedestrian crossing the intersection at Ramona Blvd. When she was struck by a vehicle.

Why do you claim the City of Irwindale is responsible?
The City of Irwindale negligently designed, operated and maintained a crosswalk. The city knew the crosswalk was defective and stood idle while pedestrians continuously used the crosswalk. The city's negligence is the proximate cause of our clients injuries.

What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damage claimed.
Head injury, left arm fracture, left rib fractures, headaches, vertigo, head laceration, left leg, left ankle, left side of face, abdomen, neck & back injuries.

Claimant's Name: **Guevara, Antonia**

State the amount which you are claiming as of the date of presentation of this claim. Give basis of computation.

5,000,000.00 severe brain injury, loss of earnings and pain and suffering.

Give estimated amount of future losses due to INJURY or DAMAGE:

5,000,000.00 severe brain injury, loss of earnings and pain and suffering.

Was damage and/or injury investigated by the police? Yes If yes, what City? Irwindale Police Department

Were paramedics or ambulance called? Yes If yes, name City or ambulance CARE Ambulance Service

If injured, give name and address of your doctor and the date and time of your first visit:

Doctors and Hospitals:

Doctor _____ Address _____ Date Hospitalized _____

Hospital LAC/USC Hospital Address 1200 N. State Street, LA, CA Date Hospitalized 813/2020

Hospital Pomona Valley Hospital Address 1798 N. Garey Ave. Pomona Date Hospitalized 8/16/2020

Witnesses to DAMAGE or INJURY: List all persons and addresses of persons known to have information:

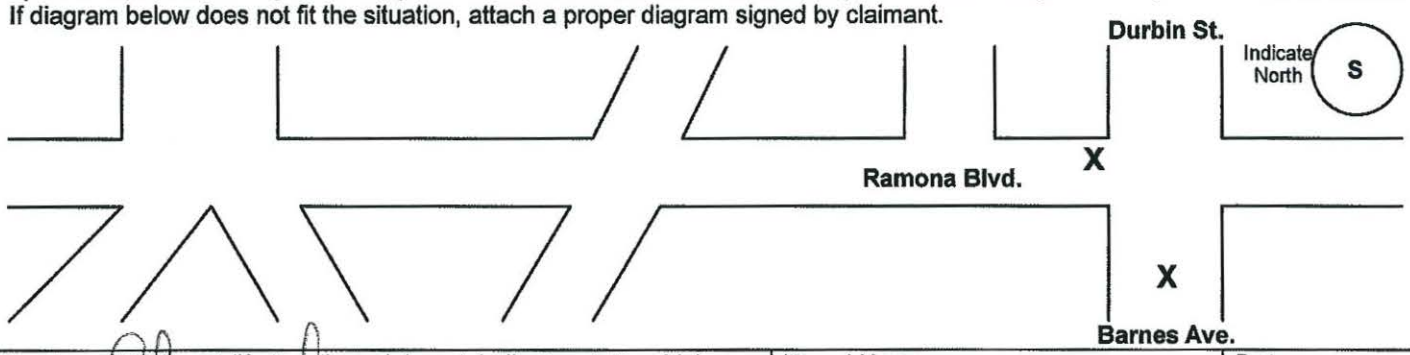
Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

READ CAREFULLY

For all accident claims, indicate on the diagram street names, including North, East, South, and West. Indicate place of accident with an "X". Indicate house numbers or distances to street corners.

If a City vehicle was involved, designate with an "A" the location of the City vehicle when you first saw it, and with "B" the location of yourself or your vehicle when you first saw the City vehicle. Indicate location of City vehicle at the time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1". Mark the point of impact with an "X". Note: If diagram below does not fit the situation, attach a proper diagram signed by claimant.



Signature of Claimant (if other than claimant, indicate relationship)	Typed Name	Date
(Attorney for Antonia Guevara)	Giancarlo J. Mendez, Esq.	2/12/2021

Note: Claims must be filed with the City Clerk. **Presentation of a false claim is a felony (Penal Code Section 72)**

CC ITEM 1D

☒City Council
☐Successor Agency
☐Housing Authority
☐Reclamation Authority
☐Joint Powers Authority

City of IRWINDALE
AGENDA REPORT

Date: February 24, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Approve COPS grant fund budget transfer for additional equipment costs to outfit three police service vehicles

City Manager's Recommendation:

Adopt **Resolution No. 2021-21-3233** entitled: **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A BUDGET TRANSFER OF COPS GRANT FUNDS OF $36,400 WITHIN THE COPS FUND BUDGET FOR THE INCREASE IN COSTS FOR OUTFITTING THREE (3) POLICE VEHICLES WITH EMERGENCY SERVICE EQUIPMENT,"** waiving further reading;

Approve the issuance of a purchase order for the additional outfitting costs of emergency service equipment on three (3) newly purchased police vehicles, which includes one (1) 2020 Chevrolet Traverse and two (2) Ford Police Interceptors.

Administrative Action:

Submitted by:

Ty Henshaw, Police Chief
(626) 430-2200 — **Electronically Approved**

Prepared by:

John Fraijo, Police Lieutenant — **Electronically Approved**

Reviewed by:

Adrian R. Guerra, City Attorney — **Electronically Approved**

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager

Background and Analysis:

On February 12, 2020, by City Council adoption of Resolution No. 2020-15-3175, the Police Department received approval for a budget transfer of COPS funds, in the amount of $165,400, to purchase and outfit three (3) police service vehicles, which includes one (1) 2020 Chevrolet Traverse and two (2) Ford Police Interceptors with emergency service equipment.

The estimated cost approved for outfitting these vehicles with emergency service equipment at the time totaled $55,000, and was based on previous outfitting costs of safety lighting equipment, radios, computers, cameras and public safety supplies.
Due to the delays caused by the COVID-19 pandemic on equipment availability, there were significant increases to equipment and outfitting costs since then. These additional increased costs totaling $36,400 will result in a shortage of funds to complete the outfitting of the three (3) police vehicles with emergency service equipment. Therefore, the Police Dept. requests the City Council's approval for the additional cost of $36,400.

Fiscal Impact:

There will be no fiscal impact to the General Fund in approving the increased costs of $36,400, as the City of Irwindale will use Citizens Option for Public Safety (COPS) grant funds to pay the additional costs to outfit the vehicles. Sufficient funds exist in the COPS FY 2020-2021 Budget for these purchases.

Attachment: Resolution No. 2021-21-3233

RESOLUTION NO. 2021-21-3233

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A BUDGET TRANSFER OF COPS GRANT FUNDS OF $36,400 WITHIN THE COPS FUND BUDGET FOR THE INCREASE IN COSTS FOR OUTFITTING THREE (3) POLICE VEHICLES WITH EMERGENCY SERVICE EQUIPMENT

WHEREAS, on February 12, 2020, pursuant to City Council adoption of Resolution No. 2020-15-3175, the Police Department received approval for a budget transfer of COPS funds, in the amount of $165,400, to purchase and outfit three (3) police service vehicles, which includes one (1) 2020 Chevrolet Traverse and two (2) Ford Police Interceptors ("Police Service Vehicles"), with emergency service equipment.

WHEREAS, estimated costs for outfitting the Police Service Vehicles with emergency service equipment were based on previous outfitting costs of safety lighting equipment, radios, computers, cameras and public safety supplies at that time.

WHEREAS, the COVID-19 pandemic affected availability on the equipment needed to outfit the Police Service Vehicles, and resultantly, caused significant increases to equipment and outfitting costs.

WHEREAS, these increased costs resulted in a shortage of funds to complete the outfitting of the Police Service Vehicles with emergency service equipment.

WHEREAS, these increased costs resulted in a shortage of funds to complete the outfitting of the Police Service Vehicles with emergency service equipment.

WHEREAS, the City desires to transfer money from the Citizens Option for Public Safety (COPS) grant fund in order to cover the additional costs to complete the outfitting of the Police Service Vehicles with emergency service equipment.

NOW, THEREFORE, the City Council of the City of Irwindale, California, resolves determines, and orders as follows:

SECTION 1. Approve the increase in costs to outfit three police vehicles using COPS grant funds in the FY 2020-2021 COPS Budget in the amount of $36,400.

SECTION 2. Authorize the issuance of a purchase order for the additional outfitting costs of emergency service equipment on the Police Services Vehicles is authorized as long as the purchase order is within the amount available in the fund after the transfer provided in Section 1.

SECTION 3. Chief Deputy City Clerk shall attest to the adoption of this resolution, which shall, in turn have immediate effect.

PASSED, APPROVED AND ADOPTED this 24th day of February, 2021

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I Laura M. Nieto, Chief Deputy Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-21-3233 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 24th day of February, 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

CC ITEM 1E

☒City Council
☐Successor Agency
☐Housing Authority
☐Reclamation Authority
☐Joint Powers Authority

City of IRWINDALE
AGENDA REPORT

Date: February 24, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: APPROVAL OF PARCEL MAP NO. 82551 – 1270 ARROW HIGHWAY AND RELATED SUBDIVISION IMPROVEMENT AGREEMENT

City Manager's Recommendation:

That the City Council (1) approve Parcel Map No. 82551 and authorize the City Clerk, City Treasurer and the City Engineer to sign the map on behalf of the City; (2) approve the related Subdivision Improvement Agreement and authorize the Mayor to sign the agreement, subject to City Attorney approval as to form; and (3) direct the City Engineer to submit Parcel Map No. 82551 to the Los Angeles County Registrar Recorder's office for recordation and return a recorded copy of this Parcel Map to the City Clerk's office.

Administrative Action:

Submitted by:

Arsanious Hanna, City Engineer/ Building Official — Electronically Approved by City Engineer

Prepared by:

Daniel Co, Assistant Engineer
(626) 430-2296 — Electronically Approved by Assistant Engineer

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager

Background and Analysis:

On February 12, 2020, the Irwindale City Council approved Tentative Parcel Map No. 82551 allowing the subdivision of three parcels into 18 parcels on the property located at 1270 Arrow Highway.

The applicant, Irwindale Partners, L.P., has agreed to the final conditions of approval for this Parcel Map, as outlined in Irwindale City Council Resolution No. 2020-10-3171. The Public Works Engineering Department's final conditions of approval, which are required for the approval of this parcel map, have been met with the exception of all development related requirements. As such, these conditions will be met prior to the issuance of a certificate of occupancy.

In regards to the final conditions of approval pertaining to the Public Works Engineering Department, the applicant has submitted the required faithful performance bond, labor and material bond, and the subdivision improvement agreement (attached), in the amount approved by the City Engineer, to ensure that the required offsite improvements will be constructed as a part of the subject project.

The City's contract surveyor has checked and approved this Parcel Map for mathematical accuracy, survey analysis, title information and compliance with the State Subdivision Map Act.

This parcel map is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15315 (Class 15; Minor Land Division) which exempts the division of property in urbanized areas into four or fewer parcels.

Based on the forgoing, it is recommended that the City Council (1) approve Parcel Map No. 82551 and authorize the City Clerk, City Treasurer and the City Engineer to sign the map on behalf of the City; (2) approve the related Subdivision Improvement Agreement and authorize the Mayor to sign the agreement, subject to City Attorney approval as to form; and (3) direct the City Engineer to submit Parcel Map No. 82551 to the Los Angeles County Registrar Recorder's office for recordation and return a recorded copy of this Parcel Map to the City Clerk's office.

Fiscal Impact:

None

Attachments:

SUBDIVISION IMPROVEMENT AGREEMENT

SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF IRWINDALE

and

IRWINDALE PARTNERS, LP

SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN

THE CITY OF IRWINDALE

AND

IRWINDALE PARTNERS, LP

Agreement Date: February 24, 2021

Subdivider Name: Irwindale Partners, LP (hereinafter "Subdivider")

Subdivision Name: The Park @ Live Oak **Tract No. 82551** (**No. of Lots**: 18 (11 Numbered Parcels, 7 Lettered Lots) (hereinafter "Subdivision")

Tentative Map No.: **82551** (**Approval Date**: **02/12/2020**) (hereinafter "Approved Tentative Map")

Improvement Plans Approved On: _____ (hereinafter "Plans")

Estimated Total Cost of Improvements: **$4,595,035**

(including Street Improvements, Signing and Striping, Sewer Systems and Street Trees)

Estimated Total Cost of Monumentation: **$27,800** (based upon the Plans, including individual lots, subdivision boundary and public improvements)

Security:

Bond Nos.: 4440553 & 4440554

Surety: SureTec Insurance Company

- OR –

Irrevocable Standby Letter of Credit No.: _____

Financial Institution: _____

- OR –

Cash/Certificate of Deposit, Agreement Dated: _____

Financial Institution: _____

Designees for the Service of Written Notice:

CITY:	SUBDIVIDER:
City Engineer City of Irwindale 5050 N. Irwindale Ave. Irwindale, CA 91706 (626) 420-2200	Name: Irwindale Partners, LP Address: 11021 Winners Circle Ste 200, Los Alamitos, CA 90720 Tel.:562-799-2366
CITY PROJECT INSPECTOR	**SURETY**
Name: Daniel Co Address: 5050 N. Irwindale Ave., Irwindale, CA 91706 Tel.: 626-430-2296	Name: SureTec Insurance Company Address: 3131 Camino del Rio N, Suite 1450 San Diego, CA 92108 Tel.: 619-400-4104

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 24th day of February, 2021, by and between the CITY OF IRWINDALE, a municipal corporation, organized and existing in the County of Los Angeles, under and by virtue of the laws of the State of California, ("CITY"), and IRWINDALE PARTNERS, LP, a California Limited Partnership (Subdivider").

RECITALS

A. Subdivider is the owner of and has obtained approval of a subdivision map identified as **Tentative (Tract/Parcel) Map No. 82551**, (the "Map"), located in the City of Irwindale, County of Los Angeles, State of California (the "Property"), as described on Exhibit "A". The Map requires Subdivider to comply with certain conditions of approval for the development of the Property (the "Conditions") as described on Exhibit "B".

B. Pursuant to the Conditions, Subdivider, by the Map, has offered for dedication to City for public use of the streets and easements shown on the Map. City desires to accept the streets and easements shown on the Map for public use, and certain other improvements described in this Agreement.

C. Subdivider has delivered to City, and City has approved, plans and specifications and related documents for certain "Works of Improvement" (as hereinafter defined) which are required to be constructed and installed in order to accommodate the development of the Property.

D. Subdivider's agreement to construct and install the Works of Improvement pursuant to this Agreement and its offer of dedication of the streets, easements and other improvements and facilities, as shown on the Map, are a material consideration to City in approving **(Final/Parcel) Map No. 82551** for the Property and permitting development of the Property to proceed.

COVENANTS

Based upon the foregoing Recitals which are incorporated herein by reference and in consideration of City's approving the Map for the Property and permitting development of the Property to proceed, Subdivider agrees to timely perform all of its obligations as set forth herein.

1. Construction Obligations.

1.1. Works of Improvement. Subdivider agrees, at its sole cost and expense, to construct or install, or cause to be constructed or installed the street, drainage, domestic water, sanitary sewer, street lighting, landscaping, utility, and other improvements (the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth in this Agreement (said plans and specifications, together with all related documents, the "Plans"). The estimated construction cost for the Works of Improvement is **$4,595,035**.

1.2. Other Obligations Referenced in Conditions of Tentative Map Approval. In addition to the foregoing, Subdivider shall satisfy all of the Conditions on the Map for the Property. The Conditions associated with the Map are included as Exhibit "B" attached hereto.

1.3. Intent of Plans. The intent of the Plans referenced in Section 1.1 is to prescribe a complete work of improvement which Subdivider shall perform or cause to be performed in a manner acceptable to the City Engineer, (or designee), and in full compliance with all codes and the terms of this Agreement. Subdivider shall complete a functional or operable improvement or facility, even though the Plans may not specifically call out all items of work required for Subdivider's contractor to complete its tasks, incidental appurtenances, materials, and the like. If any omissions are made or information necessary to carry out the full intent and meaning of the Plans, Subdivider or its contractor shall immediately notify its design engineer who will seek approval of the City Engineer for furnishing of detailed instructions. In the event of any doubt or question arising regarding the true meaning of any of the Plans, reference shall be made to the City Engineer whose decision thereon shall be final.

Subdivider recognizes that the Plans consist of general drawings. All authorized alterations affecting the requirements and information given on the Plans shall be in writing and approved by the City Engineer. The Plans shall be supplemented by such working or shop drawings as are necessary to adequately control the work. Without the City Engineer's prior written approval, no change shall be made by Subdivider or its contractor to any plan, specification, or working or shop drawing after it has been stamped as approved.

1.4. Survey Monuments. Before final approval of street improvements, Subdivider shall place survey monuments as shown on **(Final/Parcel) Map No. 82551** in accordance with the provisions of the State Subdivision Map Act and the Subdivision Ordinance of the City of Irwindale. Subdivider shall provide security for such obligation as provided in Section 4.1(a)(iii) and, after setting the monuments, Subdivider shall furnish the City Engineer written notice of the setting of said monuments and written proof of having paid the engineer or surveyor for the setting of said monuments.

1.5. Performance of Work. Subdivider shall furnish or cause to be furnished all materials, labor, tools, equipment, utilities, transportation, and incidentals required to perform Subdivider's obligations under this Agreement.

1.6. Changes in the Work. The City Engineer, without invalidating this Agreement and without notification to any of the sureties or financial institutions referenced in Paragraph 4, may order extra work or may make changes by altering or deleting any portion of the Works of Improvement as specified herein or as deemed necessary or desirable by the City Engineer as determined necessary to accomplish the purposes of this Agreement and to protect the public health, safety, or welfare. The City Engineer shall notify Subdivider or its contractor in writing (by Correction Notice) at the time a determination has been made to require changes in the work. No field changes performed or proposed by Subdivider or its contractor shall be binding on City unless approved in writing by the City Engineer. The City and Subdivider may mutually agree upon changes to the Works of Improvement, subject to the security requirements in Section 4.

1.7. Defective Work. Subdivider shall cause its contractor to repair, reconstruct, replace, or otherwise make acceptable any work found by the City Engineer to be defective.

1.8. No Warranty by City. The Plans for the Works of Improvement have been prepared by or on behalf of Subdivider or its consultants or contractors, and City makes no representation or warranty, express or implied, to Subdivider or to any other person regarding the adequacy of the Plans or related documents.

1.9. Authority of the City Engineer. In addition to the authority granted to the City Engineer elsewhere in this Agreement, the City Engineer shall have the authority to decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and all questions as to the satisfactory and acceptable fulfillment of the terms of this Agreement by Subdivider and its contractor.

1.10. Documents Available at the Site. Subdivider shall cause its contractor to keep a copy of all approved Plans at the job site and shall give access thereto to the City's inspectors and engineers at all times.

1.11. Inspection. Subdivider shall have an authorized representative on the job site at all times during which work is being done who has full authority to act for Subdivider, or its design engineer, and Subdivider's contractor(s) regarding the Works of Improvement. Subdivider shall cause its contractor to furnish the City with every reasonable facility for ascertaining whether or not the Works of Improvement as performed are in accordance with the requirements and intent of this Agreement, including the Plans. If the City inspector requests it, the Subdivider's contractor, at any time before acceptance of the Works of Improvement, shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Subdivider's contractor shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City Engineer (or designee) shall not be considered as direct control of the individual workmen on the job site. City's inspectors shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement.

The inspection of the work by City shall not relieve Subdivider or its contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

1.12. Compliance With Law; Applicable Standards for Improvements. In addition to the express provisions of this Agreement and the Plans, Subdivider shall cause construction of the Works of Improvement to be completed in accordance with all other applicable federal, state, and local laws, ordinances, rules and regulations. In addition, without limiting the foregoing, the Subdivider shall, at its expense, obtain and comply with the conditions of all necessary permits and licenses for the construction of the Works of Improvement. The Subdivider shall also give all necessary notices and pay all fees and taxes as required by law.

Subdivider shall construct the improvements in accordance with the City standards in effect at the time of the adoption of the Approved Tentative Map. City reserves the right to

protect the public safety or welfare or comply with applicable Federal or State law or City zoning ordinances.

1.13. Suspension of Work. The City Engineer shall have authority to order suspension of the work for failure of the Subdivider's contractor to comply with law pursuant to Section 1.12. In case of suspension of work for any cause whatsoever, Subdivider and its contractor shall be responsible for all materials and shall store them properly if necessary, and shall provide suitable interim drainage and/or dust control measures, and erect temporary structures where necessary.

1.14. Erosion and Dust Control and Environmental Mitigation. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters.

1.15. Final Acceptance of Works of Improvement. After Subdivider's contractor has completed all of the Works of Improvement, Subdivider shall then request a final inspection of the work. If items are found by the City's inspectors to be incomplete or not in compliance with this Agreement or any of the requirements contained or referenced herein, City will inform the Subdivider or its contractor of such items. After the Subdivider's contractor has completed these items, the procedure shall then be the same as specified above for the Subdivider's contractor's initial request for final inspection. If items are found by City's inspectors to be incomplete or not in compliance after two (2) "final" inspections, the City may require the Subdivider or its contractor, as a condition to performing further field inspections, to submit in writing a detailed statement of the work performed subsequent to the date of the previous inspection which was found to be incomplete or not in compliance at that time. Subdivider shall be responsible for payment to City Engineer of re-inspection fees in the amount necessary to cover the City's costs for additional final inspections, as determined by the City Engineer.

No inspection or acceptance pertaining to specific parts of the Works of Improvement shall be construed as final acceptance of any part until the overall final acceptance by the City Engineer is made. The City Engineer shall make a certification of completion and acceptance on the Works of Improvement by recordation of a Notice of Acceptance on behalf of the City. Final acceptance shall not constitute a waiver by the City Engineer of defective work subsequently discovered.

The date on which the Works of Improvement will be considered as complete shall be the date of the Notice of Acceptance.

1.16. Vesting of Ownership. Upon recordation of the Notice of Acceptance, ownership of the Works of Improvement shall vest in the City.

1.17. Subdivider's Obligation to Warn Public During Construction. Until recordation of the Notice of Acceptance, Subdivider shall give good and adequate warning to the public of any dangerous condition of the Works of Improvements, and shall take reasonable actions to protect the public from such dangerous condition. Until recordation of the Notice of Acceptance, Subdivider shall provide forty-eight (48) hours' advance written notice to all neighboring property owners and tenants affected by Subdivider's operations or construction of the hours, dates and duration of any planned construction activities.

1.18. Injury to Public Improvements, Public Property or Public Utility. Until recordation of the Notice of Acceptance of the Works of Improvement, Subdivider assumes responsibility for the care and maintenance of, and any damage to, the Works of Improvements. Subdivider shall replace or repair all Works of Improvements, public property, public utility facilities, and surveying or subdivision monuments and benchmarks which are destroyed or damaged for any reason, regardless whether resulting from the acts of the Subdivider, prior to the recordation of the Notice of Acceptance. Subdivider shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Neither the City, nor any officer or employee thereof, shall be liable or responsible for any accident, loss or damage, regardless of cause, occurring to the work or Works of Improvements prior to recordation of the Notice of Acceptance of the work or improvements.

2. Time for Performance.

2.1. Commencement and Completion Dates. Subject to Sections 2.2 and 2.3 below, Subdivider shall (i) commence with construction and installation of the Works of Improvement thirty (30) days following City's approval of the Plans ("Commencement Date"); and (ii) complete or cause to be completed all of the Works of Improvement two (2) years after the Commencement Date. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the Works of Improvement hereunder may be extended for a period or periods not exceeding two (2) years. Extensions shall be executed in writing by the City Engineer. The City Engineer in his or her sole discretion determines whether or not the Subdivider has established good cause for an extension. As a condition of such extension, the City Engineer may require Subdivider to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the City Engineer. If Subdivider requests and is granted an extension of time for completion of the improvements, City may apply the standards in effect at the time of the extension.

2.2. Phasing Requirements. Notwithstanding the provisions of Section 2.1, the City reserves the right to control and regulate the phasing of completion of specific Works of Improvement as required to comply with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities. In addition to whatever other remedies the City may have for Subdivider's failure to satisfy such phasing requirements, as the same now exist or may be amended from time to time, Subdivider acknowledges City's right to withhold the issuance of further building permits on the Property until such phasing requirements are satisfied. Prior to issuance of building permits, Subdivider shall provide

satisfactory evidence that all applicable requirements that are a condition to issuance of building permits have been satisfied. Such requirements may include the payment of fees, construction of improvements, or both. Final inspections or issuance of Certificates of Occupancy may be withheld from the Subdivider by the City, if, upon a determination by the City Engineer, completion of specific Works of Improvements or other requirements associated with the development of the Property have not been completed to the City Engineer's satisfaction.

2.3. Force Majeure. Notwithstanding the provisions of Section 2.1, Subdivider's time for commencement and completion of the Works of Improvement shall be extended for the period of any enforced delay caused due to circumstances beyond the control and without the fault of Subdivider, including to the extent applicable adverse weather conditions, flood, earthquakes, strikes, lockouts, acts or failures to act of a public agency (including City), required changes to the scope of work required by City, and similar causes; provided, however, that the period of any enforced delay hereunder shall not include any period longer than five (5) days prior to City's receipt of a written notice from Subdivider or its contractor detailing the grounds for Subdivider's claim to a right to extend its time for performance hereunder. The City Engineer shall evaluate all claims to Force Majeure and the City Engineer's decision shall be final.

2.4. Continuous Work. After commencement of construction of the Works of Improvement (or separate portion thereof), Subdivider shall cause such work to be diligently pursued to completion, and shall not abandon the work for a consecutive period or more than thirty (30) days, events of Force Majeure excepted.

2.5. Reversion to Acreage. In addition to whatever other rights City may have due to Subdivider's failure to timely perform its obligations hereunder, Subdivider recognizes that City reserves the right to revert the Property to acreage subject to the limitations and requirements set forth in California Government Code Section 66499.11 through Section 66499.20.1. In this regard, Subdivider agrees that if the Works of Improvement have not been completed on or before the later of two (2) years from the date of this Agreement or within the time allowed herein, whichever is the later, and if City thereafter initiates proceedings to revert the Property to acreage, pursuant to Government Code Section 66499.16, Subdivider hereby consents to such reversion to acreage and agrees that any improvements made by or on behalf of Subdivider shall not be considered in determining City's authority to revert the Property to acreage.

3. Labor.

3.1. Labor Standards. This Agreement is subject to, and Subdivider agrees to comply with, all of the applicable provisions of the Labor Code including, but not limited to, the wage and hour, prevailing wage, worker compensation, and various other labor requirements in Division 2, Part 7, Chapter 1, including section 1720 to 1740, 1770 to 1780, 1810 to 1815, 1860 to 1861, which provisions are specifically incorporated herein by reference as set forth herein in their entirety. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of the Works of Improvement.

3.2. Nondiscrimination. In accordance with the California Fair Employment and Housing Act ("FEHA"), California Government Code Section 12940 *et seq.*, Subdivider agrees that Subdivider, its agents, employees, contractors, and subcontractor performing any of the Works of Improvement shall not discriminate, in any way, against any person on the basis of race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of this Agreement.

3.3. Licensed Contractors. Subdivider shall cause all of the Works of Improvement to be constructed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed. All of Subdivider's contractors and subcontractors shall obtain a valid City of Irwindale business license prior to performing any work pursuant to this Agreement. Subdivider shall provide the City Engineer with a list of all of its contractors and subcontractors prior to initiating any work, and all valid Contractor's licenses and business licenses issued thereto as a condition of constructing the Works of Improvements.

3.4. Worker's Compensation. Subdivider shall cause every contractor and subcontractor performing any of the Works of Improvement to carry Workers' Compensation Insurance as required by the Labor Code of the State of California and shall cause each such contractor and subcontractor to submit to City a Certificate of Insurance verifying such coverage prior to such contractor or subcontractor entering onto the job site.

4. Security.

4.1. Required Security.

(a) At the time Subdivider executes this Agreement, Subdivider shall furnish to City the following bonds, letters of credit, instruments of credit (assignment of deposit account) or other security acceptable to City in its sole and absolute discretion and satisfying the requirements of the applicable provisions of this Section 4 below (hereinafter "Security Instruments"):

(i) A Security Instrument securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of **$4,595,035** equal to 100% of the estimated construction cost referenced in Section 1.1.

(ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount equal to **$4,595,035** equal to 100% of the estimated construction cost referenced in Section 1.1.

(iii) A Security Instrument guaranteeing the payment of the cost of setting monuments as required in Section 1.4 in the amount of **$27,800** equal to 100% of the cost thereof.

This Agreement shall not be effective for any purpose until such Security Instruments are supplied to and approved by City in accordance herewith.

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of **$689,255** equal to 15% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

4.2. Form of Security Instruments. All Security Instruments shall be in the amounts required under Section 4.1 (a) or 4.1(b), as applicable, shall meet the following minimum requirements and otherwise shall be in a form provided by City or otherwise approved by the City Attorney:

(a) Bonds. For Security Instruments provided in the form of bonds, any such bond must be issued and executed by an insurance company or bank authorized to transact surety business in the State of California. Any insurance company acting as surety shall have a minimum rating of A-IX, as rated by the current edition of Best's Key Rating Guide published by A.M. Best's Company, Oldwick, New Jersey, 08858. Any bank acting as surety shall have a minimum rating of AA, as rated by Moody's or Standard & Poor's.

(b) Letters of Credit. For Security Instruments which are letters of credit, any letter of credit shall be an original separate unconditional, irrevocable, negotiable and transferable commercial letter of credit issued by a financial institution with offices in the State of California acceptable to City. Any such letter of credit shall specifically permit City to draw on same by unilateral certification of the City Engineer of the City that Subdivider is in default under its payment or performance obligations hereunder or in the event Subdivider fails to deliver a replacement letter of credit not less than thirty (30) days prior to the date of expiration of any such letter of credit and shall further be subject to the provisions of Section 4.4.

(c) Instrument of Credit. For Security Instruments which are Instruments of Credit, any Instrument of Credit shall be an assignment of deposit account assigning as security to City all of Subdivider's interest in funds on deposit in one or more bank accounts with financial institutions acceptable to City.

(d) General Requirements for all Security Instruments.

(i) Payments under any Security Instruments shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the City of Irwindale, State of California (and the Security Instrument shall so provide).

(ii) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Subdivider's completing the Works of Improvement, in accordance with Section 2.1 (other than Instruments of Credit, which shall have no defined term or expiration date).

(iii) Each Security Instrument shall provide that changes may be made in the Works of Improvement pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.

(iv) If the Subdivider seeks to replace any security with another security, the replacement shall: (1) comply with all the requirements for security in this Agreement; (2) be provided by the Subdivider to the City Engineer; and (3) upon its written acceptance by the City Engineer, be deemed a part of this Agreement. Upon the City Engineer's acceptance of a replacement security, the former security may be released by the City.

4.3. Subdivider's Liability. While no action of Subdivider shall be required in order for City to realize on its security under any Security Instrument, Subdivider agrees to cooperate with City to facilitate City's realization under any Security Instrument, and to take no action to prevent City from such realization of any Security Instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Subdivider shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute security as City shall require satisfying the requirements in this Section 4.

4.4. Letters of Credit.

(a) In the event a letter of credit is given pursuant to Section 4.2(b), City shall be entitled to draw on any such letter of credit if a replacement letter of credit (expiring in not less than one (1) year, unless City agrees to a lesser term in City's sole and absolute discretion) is not delivered not less than thirty (30) days prior to the expiration of the original letter of credit, such substitute letter of credit being in the same amount and having the terms and conditions as the initial letter of credit delivered hereunder, issued by a financial institution acceptable to City as of the date of delivery of the replacement letter of credit.

(b) In the event of draw by the City on a letter of credit, the City may elect, in its sole and absolute discretion, to apply any such funds drawn to the obligations secured by such letter of credit or to hold such funds in an account under the control of the City, with no interest accruing thereon for the benefit of the Subdivider. If the City elects to hold the funds in an account pursuant to the foregoing, City may thereafter at any time elect instead to apply such funds as provided in the foregoing. Subdivider agrees and hereby grants City a security interest in such account to the extent required for City to realize on its interests therein, and agrees to execute and deliver to City any other documents requested by City in order to evidence the creation and perfection of City's security interest in such account.

4.5. Release of Security Instruments. The City shall release all Security Instruments consistent with Government Code Sections 66499.7 and 66499.8 and as follows:

(a) City shall release the Faithful Performance Security Instrument and Labor and Materials Security Instrument when all of the following have occurred:

(i) Subdivider has made written request for release and provided evidence of satisfaction of all other requirements in this Section 4.5;

(ii) the Works of Improvement have been accepted;

(iii) Subdivider has delivered the Maintenance and Warranty Security Instrument; and

(iv) After passage of the time within which lien claims are required to be made pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. If lien claims have been timely filed, City shall hold the Labor and Materials Security Instrument until such claims have been resolved, Subdivider has provided a statutory bond, or otherwise as required by applicable law.

(b) City shall release the Maintenance and Warranty Security Instrument upon Subdivider's written request upon the expiration of the warranty period, and settlement of any claims filed during the warranty period.

(c) The City may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorney's fees.

5. Cost of Construction and Provision of Inspection Service.

5.1. Subdivider Responsible for All Costs of Construction. Subdivider shall be responsible for payment of all costs incurred for construction and installation of the Works of

Improvement. In the event Subdivider is entitled to reimbursement from City for any of the Works of Improvement, such reimbursement shall be subject to a separate Reimbursement Agreement to be entered into between Subdivider and City prior to construction of the Works of Improvement.

5.2. Payment to City for Cost of Related Inspection and Engineering Services. Subdivider shall compensate City for all of City's costs reasonably incurred in having its authorized representative make the usual and customary inspections of the Works of Improvement. In addition, Subdivider shall compensate City for all design, plan check, evaluating any proposed or agreed-upon changes in the work. The procedures for deposit and payment of such fees shall be as established by the City. In no event shall Subdivider be entitled to additional inspections or a final inspection and acceptance of any of the Works of Improvement until all City fees and charges have been fully paid, including without limitation, charges for applicable penalties and additional required inspections.

6. Acceptance of Offers of Dedication. The City Council shall pass as appropriate resolution or resolutions accepting all offers of dedication shown on the Map for the Property, with acceptance to become effective upon completion and acceptance by City of the Works of Improvement. Such resolution(s) shall authorize the City Clerk to execute the Certificate made a part of the Map regarding said acceptance of the offer of dedication.

7. Warranty of Work. Subdivider shall guarantee all Works of Improvement against defective materials and workmanship for a period of one (1) year from the date of final acceptance. If any of the Works of Improvement should fail or prove defective within said one (1) year period due to any reason other than improper maintenance, or if any settlement of fill or backfill occurs, or should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Subdivider, within fifteen (15) days after written notice of such defects, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing. Should Subdivider fail to remedy defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by Subdivider. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by law.

8. Default.

8.1. Default by Subdivider. Default by Subdivider shall include, but not be limited to:

(a) Subdivider's failure to timely commence construction of Works of Improvement under this Agreement;

(b) Subdivider's failure to timely complete construction of the Works of Improvement;

(c) Subdivider's failure to perform substantial construction work for a period for 20 consecutive calendar days after commencement of the work;

(d) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within 30 days;

(e) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or

(f) Subdivider's failure to perform any other obligation under this Agreement.

8.2. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Subdivider's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Subdivider. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Subdivider's default shall be measured by the cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Works of Improvement in accordance with the plans. In the event the Subdivider fails to cure any default under this Agreement within 20 days after the City mails a notice of such default to the Subdivider and the Subdivider's surety, Subdivider authorizes the City to perform the obligation for which Subdivider is in default and agrees to pay the entire cost of such performance by the City. The City may take over the work and complete the Works of Improvement, by contract or by any other method City deems appropriate, at the expense of the Subdivider. In such event, City, without liability for doing so, may complete the Works of Improvement using any of Subdivider's materials, appliances, plans and other property that are at the work site and that are necessary to complete the Works of Improvement.

8.3. Notice of Violation. The Subdivider's failure to comply with the terms of this Agreement constitutes Subdivider's consent for the City to file a notice of violation against all the lots in the Subdivision, or to rescind or otherwise revert the Subdivision to acreage. Subdivider specifically recognizes that the determination of whether a reversion to acreage or rescission of the Subdivision constitutes an adequate remedy for default by the Subdivider shall be within the sole discretion of the City.

8.4. Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to City for a default by Subdivider hereunder, the Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of the City. Additionally, any remedy specifically provided in this Agreement shall be in addition to, and not exclusive of, City's right to pursue any other administrative, legal, or equitable remedy to which it may by entitled.

8.5. Attorney's Fees and Costs. In the event that Subdivider fails to perform any obligation under this Agreement, Subdivider agrees to pay all costs and expenses incurred

by City in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of Subdivider's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

8.6. Waiver. No waiver by the City of any breach or default by the Subdivider shall be considered valid unless in writing, and no such waiver by the City shall be deemed a waiver of any subsequent breach or default by the Subdivider.

9. Indemnity/Hold Harmless. City or any officer, employee or agent thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement. Subdivider further agrees to protect, defend, indemnify and hold harmless City, its officials, boards and commissions, and members thereof, agents, and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability or loss arising out of the sole active negligence of the City, its officials, boards, commissions, the members thereof, agents and employees, including all claims, demands, causes of action, liability or loss because of or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other improvements. Recordation of the Notice of Acceptance by the City of the Works of Improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by the City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by Subdivider submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After recordation of the Notice of Acceptance, the Subdivider shall remain obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction defect; however, Subdivider shall not be responsible for routine maintenance. The provisions of this paragraph shall remain in full force and effect for ten (10) years following the recordation of the Notice of Acceptance by the City of the Works of Improvements. It is

the intent of this section that Subdivider shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving or reviewing any work or construction. The improvement security shall not be required to cover the provisions of this Paragraph.

Subdivider shall reimburse the City for all costs and expenses, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs, incurred by City in enforcing this Section.

10. Subdivider's Indemnity of Project Approval. Subdivider shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City, advisory agency, appeal board, or legislative body concerning the Subdivision. The City shall promptly notify the Subdivider of any claim, action, or proceeding and cooperate fully in the defense of any such claim, action, or proceeding. In the event City fails to promptly notify the Subdivider of any claim, action, or proceeding, or if the City fails to cooperate in the defense, the Subdivider shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this Section prohibits the City from participating in the defense of any claim, action, or proceeding if City bears its own attorney's fees and costs and defends the action in good faith. Subdivider shall not be required to pay or perform any settlement unless the settlement is approved by the Subdivider.

11. Insurance Requirements. Subdivider, at Subdivider's sole cost and expense and for the full term of this Agreement and any extensions thereto, shall obtain and maintain all of the following minimum insurance requirements in a form approved by the City's authorized designee for Risk Management prior to commencing any work:

(a) Commercial General Liability policy with a minimum $1 million combined single limit for bodily injury and property damage providing all of the following minimum coverage without deductibles:

(i) Premises operations; including X, C, and U coverage;

(ii) Owners' and contractors' protection;

(iii) Blanket contractual;

(iv) Completed operations; and

(v) Products.

(b) Commercial Business Auto policy with a minimum $1 million combined single limit for bodily injury and property damage, providing all of the following minimum coverage without deductibles:

(i) Coverage shall apply to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement; and

(ii) Any and all mobile equipment including cranes which are not covered under the above Commercial Business Auto policy shall have said coverage provided under the Commercial General Liability policy.

(c) Workers Compensation and Employers' Liability policy in accordance with the laws of the State of California and providing coverage for any and all employees of the Subdivider:

(i) This policy shall provide coverage for Workers' Compensation (Coverage A); and

(i) This policy shall provide coverage for $1,000,000 Employers' Liability (Coverage B).

(ii) Pursuant to Labor Code section 1861, Subdivider by executing this Agreement certifies: "*I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.*"

(iii) Prior to commencement of work, the Subdivider shall file with the City's Risk Manager a Certificate of Insurance or certification of permission to self-insure workers' compensation conforming to the requirements of the Labor Code.

(d) Endorsements. All of the following endorsements are required to be made a part of each of the above-required policies as stipulated below:

(i) "The City of Irwindale, its officers, employees and agents are hereby added as additional insureds."

(ii) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance the City may possess, including any self- insured retention the City may have and any other insurance the City does possess shall be considered excess insurance only."

(iii) "This insurance shall act for each insured and additional insured as though a separate policy has been written for each. This, however, will not act to increase the limit of the insuring company."

(iv) "Thirty (30) days prior written notice of cancellation shall be given to the City of Irwindale in the event of cancellation and/or reduction in coverage, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium." Such notice shall be sent to the Risk Manager at the address indicated in Subsection f below.

(v) Subsection d(iv) hereinabove "Cancellation Notice" is the only endorsement required of the Workers' Compensation and Employers' Liability policy.

(e) Admitted Insurers. All insurance companies providing insurance to the Subdivider under this Agreement shall be admitted to transact the business of insurance by the California Insurance Commissioner.

(f) Proof of Coverage. Copies of all required endorsements shall be attached to the Certificate of Insurance which shall be provided by the Subdivider's insurance company as evidence of the coverage required herein and shall be mailed to:

City of Irwindale
Risk Management
5050 N. Irwindale Ave.
Irwindale, CA 91706

12. Environmental Warranty.

12.1. Prior to the acceptance of any dedications or Works of Improvement by City, Subdivider shall provide City with a written warranty in a form substantially similar to Exhibit "C" attached hereto and incorporated herein by reference, that:

(a) Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

(b) Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated shall use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this Agreement, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of

Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

(c) Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(d) Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated.

12.2. Subdivider shall give prompt written notice to City of:

(a) Any proceeding or investigation by any federal, state or local governmental

(b) authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(c) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

(d) Subdivider's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

13. General Provisions.

13.1. Successors and Assigns. This Agreement shall be binding upon all successors and assigns to Subdivider's right, title, and interest in and to the Property and any portion thereof. Subdivider hereby consents to City recording this Agreement as official records of Los Angeles County, affecting fee title interest to the Property to provide constructive notice of the rights and obligations incurred by Subdivider in the City's approval of this Agreement. In the event the Property is subsequently conveyed by Subdivider to a third party prior to completion of the Works of Improvement, whereby the third party is intended to assume Subdivider's responsibilities with regard to this Agreement, (the "Replacement Subdivider"), the rights and obligations of this Agreement shall transfer to the Replacement Subdivider; however, the Security Instruments required pursuant to Section 4 of this Agreement, and furnished by Subdivider as a condition of the City's approval of this Agreement, shall remain

Subdivider's responsibility to maintain until such time as Subdivider and its Replacement Subdivider enter into a Transfer and Assignment of Subdivision Agreement, (the "Transfer Agreement"), to acknowledge the transfer of fee title to the Property from the Subdivider to its Replacement Subdivider, and to acknowledge the rights and obligations associated with this Agreement upon the Replacement Subdivider, including Replacement Subdivider's responsibility to furnish replacement Security Instruments meeting the City's approval pursuant to Section 4 of this Agreement. Until such time as a Transfer Agreement, meeting the City's approval, is executed by Subdivider and its Replacement Subdivider, and replacement Security Instruments meeting City's approval are furnished by the Replacement Subdivider, Subdivider retains sole responsibility for maintaining all Security Instruments required pursuant to Section 4 of this Agreement.

13.2. No Third Party Beneficiaries. This Agreement is intended to benefit only the parties hereto and their respective successors and assigns. Neither City nor Subdivider intend to create any third party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.

13.3. No Vesting Rights. Performance by the Subdivider of this Agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.

13.4. Subdivider is Not Agent of City. Neither Subdivider nor Subdivider's agents, contractors, or subcontractors are agents or contractors of the City in connection with the performance of Subdivider's obligations under this Agreement.

13.5. Time of the Essence. Time is of the essence of Subdivider's performance of all of its obligations under this Agreement.

13.6. Notices. Unless otherwise specified in this Agreement, all notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notice shall be provided to the persons listed on Pages 1 and 2 of this Agreement by the parties for this purpose.

Either party may provide a new designated representative and/or address by written notice as provided in this Section.

13.7. No Apportionment. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements pursuant to the provisions of the City ordinances providing therefore. Nor shall anything in the Agreement commit City to any such apportionment.

13.8. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

13.9. Captions. The captions of this Agreement are for convenience and reference only and shall not be used in the interpretation of any provision of this Agreement.

13.10. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

13.11. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

13.12. Entire Agreement; Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof, except as may be expressly provided herein. All waivers of the provisions of this Agreement must be in writing and signed by an authorized representative of the party to be charged, and all amendments hereto must be in writing and signed by the appropriate representatives of both parties.

13.13. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

14. Authority. The persons executing this Agreement on behalf of the parties warrant the (I) party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into of this Agreement does not violate any provisions of any other Agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Subdivider have caused this Agreement to be executed the day and year first above written.

CITY:

CITY OF IRWINDALE,
a municipal corporation

By: _____
H. Manuel Ortiz, Mayor

APPROVED BY CITY COUNCIL

Dated: _____, 20___

ATTEST:

By _____
Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By _____
Adrian Guerra, Esq., City Attorney

RECOMMENDED:

By _____
Arsanious Hanna, City Engineer

SUBDIVIDER:

Irwindale Partners, LP
a California Limited Partnership

_____
By: Jeffrey Yellen as Manager of Irwindale Management, LLC
Its: General Partner

_____
By:
Its:

***Two signatures are required if a corporation.**

Address:
11021 Winners Circle Ste 200,
Los Alamitos, CA 90720

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On Feb. 10, 2021, before me, Gilberto Cerrillos, a Notary Public, personally appeared Jeffrey Yellen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature

GILBERTO CERRILLOS
Commission # 2309773
Notary Public - California
ORANGE County
My Comm. Expires OCT 21, 2023

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2021gt, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Signature

(Seal)

EXHIBIT "A"

PARCEL MAP No. 82551 LEGAL DESCRIPTION

PARCEL MAP NO. 82551, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A SUBDIVISION OF A PORTION OF LOT 6 OF FRACTIONAL SECTION 1 OF TOWNSHIP 1 SOUTH, RANGE 11 WEST, AS SHOWN ON MAP OF THE SUBDIVISION OF THE RANCHO AZUSA DE DUARTE, AS PER MAP RECORDED IN BOOK 6 PAGES 80 TO 82 OF MISCELLANEOUS RECORDS; PORTIONS OF LOTS 36, 43, AND 44 OF THE J.R. LOFTUS TRACT NO. 1, AS SHOWN ON A MAP RECORDED IN BOOK 14, PAGE 29 OF MAPS AND ALSO THAT PORTION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 11 WEST, OF THE SUBDIVISION OF THE RANCHO AZUSA DE DUARTE, AS SHOWN ON A MAP RECORDED IN BOOK 6, PAGES 80 TO 82 OF MISCELLANEOUS RECORDS; AND PARCEL 1 OF PARCEL MAP NO. 18724, AS PER MAP FILED IN BOOK 198 PAGES 77 AND 78 OR PARCEL MAPS, ALL IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

EXHIBIT "B"

TENTATIVE PARCEL MAP No. 82551 CONDITIONS OF APPROVAL

The Conditions issued to Subdivider for development of the Property follow this page.

EXHIBIT "B"

IRWINDALE CITY COUNCIL RESOLUTION NO. 2020-10-3171

Tentative Parcel Map No. 82551
Irwindale Partners II, LLC
1200, 1220, 1270 Arrow Highway – The Park @ Live Oak Specific Plan

Tentative Parcel Map No. 82551

A. GENERAL

1. Tentative Parcel Map No. 82551, a true and correct copy attached hereto, allows for the subdivision of the property, which will result in the creation of eleven (11) numbered parcels and seven (7) lettered parcels as described on the plans dated November 18, 2019.

2. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, any approval of the City, its advisory agencies, appeal boards, or legislative body concerning Tentative Parcel Map 82551. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

3. The use and improvements authorized by this Tentative Parcel Map shall conform to the plans as finally approved by the City as conditioned herein, and any appreciable modification of the plans or mode of operation, as determined by the City Engineer/Building Official and Community Development Manager/City Planner, shall require the prior approval of the City Council pursuant to the amendment of the Tentative Parcel Map.

4. The Applicant agrees to allow City inspectors access to the site to reasonably inspect the site during normal working hours to assure compliance with these conditions and other codes. Any and all fees required to be paid to any public agency shall be paid prior to obtaining any permits for this project.

5. The Applicant shall maintain and use the project location and facility thereon in full compliance with all codes, standards, policies and regulations imposed by the City, County, State, or Federal agencies with jurisdiction over the facility.

6. It shall be required that the subject location and its contents, including but not limited to, structures, fences or garden/block walls, and vehicles are maintained free and clear of any graffiti. The Applicant shall be held responsible for the immediate removal of any and all graffiti found on-site within 48 hours of its application.

7. To the extent that lighting is governed by the Specific Plan, any inconsistencies shall be subject to the requirements of the IMC. The premises will be secured with appropriate security lighting, to obtain a minimum of 1-foot candles over the entire site.

A photometric lighting plan shall be submitted, subject to the review and approval of the Community Development Department and the Police Department.

8. In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of fees, dedications, reservations, or exactions for this project are subject to protest by the applicant at the time of approval or conditional approval of the project, or within 90 days after the date of imposition of the fees, dedications, reservations, or exactions imposed on the project.

B. **COMMUNITY DEVELOPMENT DEPARTMENT**

1. The following conditions shall apply unless the item is addressed in the Specific Plan, in which case the Specific Plan shall govern.

2. All landscaping for the project shall be drought resistant low water with drip irrigation, low flow bubblers and water efficient rotor heads where applicable. Native plants shall be used where feasible.

3. Landscape and irrigation plans shall be prepared by a licensed landscape architect, and are subject to the approval of the Community Development Manager/City Planner and the City Engineer. Landscape plans shall be consistent with the Commercial and Industrial Design Guidelines. Vision clearance shall be maintained at all vehicle entrances and exits. Landscape planters throughout the site shall incorporate river rock.

4. Project landscaping shall comply with Irwindale Municipal Code Chapter 15.30, "Water Efficient Landscape Standards and Guidelines."

5. A complete, permanent, automatic irrigation system shall be provided for all landscaped areas.

6. All landscaped planters shall be surrounded by a six (6) inch horizontal concrete curb.

7. The following invasive plants shall not be used in landscaping:

- *Carpobrotus edulis* (ice plant)
- *Hedera helix, H. Hibernica, H. canariensis* (English Ivy, Irish Ivy, Algerian Ivy
- *Vinca Major* (periwinkle)
- *Pennisetum setaceum* and all cultivars and varieties (fountain grass)
- *Cortaderia selloana, C. jubata* and all cultivars and varieties (pampas grass)
- *Retama monosperma, Genista monspessulana, Cytisus striatus,Cytisus scoparius,* and *Spartium junceum* (broom – bridal, French, Portuguese, Scotch, Spanish)
- *Acacia Cyclops* (acacia or western coastal wattle)
- *Myoporum laetum* (myoporum)
- *Washingtonia robusta* and *Phoenix canariensis* (Mexican fan palm and Canary Island date palm)

- *Schinus terevinthifolius* (Brazilian pepper)
- *Eucalyptus globules, E. camaldulensis* (eucalyptus, blue gum, and red gum)

8. All plant material, including trees, shall be maintained in good condition and replaced in the event they die or become diseased.

9. All perimeter fencing, block walls, etc. shall be maintained in satisfactory condition in accordance with all applicable codes.

10. All utility equipment such as backflow units and transformers shall be screened with evergreen screen shrubs as allowed.

11. Any masonry walls and gates shall be decorative consistent with the design criteria set forth in the SP. The design of the walls and gates shall be subject to the review and approval of the Community Development Department.

12. All building design and construction, including the type, texture, color, and durability of the exterior building materials shall comply with the design criteria set forth in the SP.

13. Trash enclosures (6'-0" high min.) with solid metal self-closing and self-latching gates shall be provided. The enclosures shall be covered and built with decorative materials to match the type, texture, and color of the materials used in the construction of the buildings. Gates shall remain closed at all times when the trash receptacles are not in use.

14. All rooftop mechanical equipment, including heating and air conditioning units, antennas, and other electronic devices, shall be completely and decoratively screened from view from all public rights of way and adjacent properties and shall be integrated into the design and construction of the buildings[1]. All rooftop equipment and screening shall be shown on the plans and elevations, and shall be consistent with the building design and construction materials in texture and color. Such rooftop equipment screening shall be subject to the review and approval of the Community Development Department.

15. The street numbers for the development shall be painted on the rooftop of each building in such a manner that it is clearly visible to public safety personnel and shall be a minimum five (5) feet in length painted with minimum one (1) foot wide brush strokes. Rooftop numbers shall be shown on the plans submitted for plan check.

16. A lighting plan shall be submitted for approval by the Community Development Manager/City Planner describing lighting fixtures for parking lot and building exterior lighting. Lighting fixtures shall be designed to shield light and/or directs light in a downward direction to minimize light spillover to adjacent residential areas.

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[1] **Photovoltaic equipment is exempt from this requirement.**

EXHIBIT "B"

17. Applicant shall obtain approval from the Community Development Manager/City Planner for a comprehensive sign program for all project signs prior to construction or installation of any signs on the project site.

18. The Applicant shall comply with the provisions of Irwindale Municipal Code Chapter 17.66, "Trip Reduction and Travel Demand Measures." All required trip reduction and travel demand measures applicable to the project pursuant to Chapter 17.66 shall be indicated on plans at the time of plan check.

19. A chain link fence with green screening shall be installed and maintained around the perimeter of the site at all times during construction.

20. Applicant shall at all times comply with the Irwindale Municipal Code Noise Standards (as may be amended) as measured at the Site boundary. Additionally, if noise impacts exceed the applicable noise standard contained in the Irwindale Municipal Code, Applicant shall take necessary actions and implement procedures to bring the operations into compliance with this Code.

21. To the extent feasible, Applicant shall participate in Southern California Edison's "Savings by Design" program.

22. Development shall adhere to all mitigation measures identified in the adopted Mitigation Monitoring and Reporting Program (MMRP), made a part of the Final Environmental Impact Report (SCH# 2018041001) associated with the project in compliance with the California Environmental Quality Act (CEQA).

23. The Applicant shall prepare Covenants, Conditions and Restrictions (CC&Rs) for the development, subject to the review and approval of the City Engineer, Community Development Department, and the City Attorney.

24. Cultural Resources. If a potential Native American resource is uncovered during ground disturbance activities, the Applicant shall halt work in the immediate area of the find, promptly inform the Community Development Department of the suspected presence of that Native American resource, cease earth-disturbing activities in proximity thereto, and retain a qualified professional archaeologist and a culturally-affiliated Native American monitor acceptable to the City for the purpose of examining the potential Native American resource in order to determine whether it is a "tribal cultural resource" as defined in Section 21074(a) of the Public Resources Code (PRC) and/or a "unique cultural resource" as defined in Section 21083.2(g) of the PRC. No additional ground disturbance activities shall occur in the immediate location of the potential Native American resource until all information recovery has been completed, a report filed with the City, and that report made available to interested representatives of Native American tribes that are traditionally and culturally affiliated with the project area.

25. The street naming of Private Drives "A" and "B" shall be subject to City review and approval. Applicant shall be responsible for the design and installation of all required off-site signage related to The Park @ Live Oak development.

C. FIRE DEPARTMENT

ACCESS REQUIREMENTS

1. Access as noted on the Tentative and the Exhibit Maps shall comply with Title 21 (County of Los Angeles Subdivision Code) and Section 503 of the Title 32 (County of Los Angeles Fire Code), which requires an all-weather access surface to be clear to sky.

2. The Private Street required for access throughout the development shall be indicated on the Final Map as "Private Driveway and Fire lane" with the width clearly depicted.

3. A construction bond is required for the Private Street and Private Driveways within this development. Provide written verification of the posted construction bond to the Fire Department prior to Final Map clearance.

4. All proposed access roads within this development such as public streets, private driveways used as private streets, cul-de-sacs, and fire lanes shall be designed to comply with the City of Irwindale, Department of Public Works and the Fire Department standards. Final Access Easement Improvement plans shall be submitted to the Fire Department for review prior to final approval by the Department of Public Works.

5. The proposed future buildings shall be places such that a fire lane is provided to within 150 feet of all exterior walls of the first story. This measurement shall be by an approved route around the exterior of the building or facility. Verification for compliance will be performed during the Fire Department review of the architectural plan prior to building permit issuance.

6. Any on-site fire lane within each lot shall provide a minimum unobstructed width of 28 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance "clear to sky" Fire Department vehicular access to within 150 feet of all portions of the exterior walls of the first story of the building, as measured by an approved route around the exterior of the building when the height of the building above the lowest level of the Fire Department vehicular access road is more than 30 feet high, or the building is more than three stories. The access roadway shall be located a minimum of 15 feet and a maximum of 30 feet from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official. Fire Code 503.1.1 & 503.2.2.

EXHIBIT "B"

7. Fire lanes exceeding a length of 150 feet that dead end are required to provide an approved Fire Department turnaround. All required Fire Department turnarounds shall be designed to the Fire Department standards and shall be clearly depicted on the final design plans. Verification for compliance will be performed during the Fire Department review of the architectural plan prior to building permit issuance.

8. Any change of direction within a private driveway shall provide a 32 feet centerline turning radius. Verification for compliance will be performed during the Fire Department review of the architectural plan prior to building permit issuance.

9. Future proposed buildings and structures adjacent to a High Voltage Line Easement shall provide a one hundred foot wide area adjacent to and parallel with the drip line of the most outward high voltage transmission line. Any structure which is constructed adjacent to High Voltage Transmission Lines (within 100 feet of the drip line) is subject to an additional review with regard to Fire Department Operational Procedures.

10. The private driveway required for fire apparatus access shall be posted with signs stating "No Parking-Fire Lane" and/or stripped accordingly in compliance with the County of Los Angeles Fire Code prior to occupancy.

11. The proposed private streets within this development shall provide approved street names and signs. The proposed building shall provide approved address numbers. Compliance required prior to occupancy to the satisfaction of the City of Irwindale, Department of Public Works and the County of Los Angeles Fire Code.

WATER

12. All hydrants shall measure 6"x 4"x 2-1/2" brass or bronze, conforming to current AWWA standard C503 or approved equal.

13. The required fire flow for the public fire hydrants for this project is 4000 gpm at 20 psi residual pressure for 4 hours. Three public fire hydrant(s) flowing simultaneously may be used to achieve the required fire flow. Fire Code 507.3 & Appendix B105.1

14. Install 30 new public fire hydrants. Locations: (as per map filed in the LDU Office).

15. Additional water systems requirements may be determined by Fire Prevention Engineering during the Building Plan Check Phase.

16. Vehicular access must be provided and maintained serviceable throughout construction to all required fire hydrants. All required fire hydrants shall be installed, tested, and accepted prior to construction.

17. An approved automatic fire sprinkler system is required for the proposed buildings within this development. Submit design plans to the Fire Department Sprinkler Plan Check Unit for review and approval prior to installation.

EXHIBIT "B"

FINAL MAP REQUIREMENTS

FAILURE TO COMPLY WITH THE FINAL MAP REVIEW PRIOR TO RECORDATION, MAY RESULT IN THE BUILDING PLANS NOT BEING APPROVED DURING THE FIRE DEPARTMENT FIRE PREVENTION ENGINEERING SECTION BUILDING PLAN REVIEW.

18. Access as noted on the Tentative and the Exhibit Maps shall comply with Title 21 (County of Los Angeles Subdivision Code) and Section 503 of the Title 32 (County of Los Angeles Fire Code), which requires an all-weather access surface to be clear to sky.

19. The Private Driveway proposed as private streets for access throughout the development shall be labeled as "Private Driveway" on the Final Map. The portion of the private driveway intended for fire apparatus access shall be identified as "Fire Lane" on the Final Map. All widths and dimensions shall be clearly delineated with a reciprocal access agreement is required for all private driveways. Compliance required prior to Final Map clearance.

20. A construction bond is required for all private driveways within this development. Provide written verification of the posted construction bond to the Fire Department prior to Final Map clearance.

21. Fire hydrant improvement plans shall be submitted to our office for review prior clearance of the Final Map.

22. Establish Covenants, Conditions, and Restrictions (CC&Rs) which grant the Consolidated Fire Protection District of Los Angeles County (Fire District), or other agencies as agreed to by the Fire District.

For any questions regarding the report, please contact Claudia Soiza at (323) 890-4243 or Claudia.soiza@fire.lacounty.gov

D. PUBLIC WORKS/ENGINEERING

STREETS

1. All off-site improvements within the Public Right-of-Way shall be performed in accordance with City Standards to the satisfaction of the City Engineer. Construction plans shall be reviewed and approved by the City Engineer.

2. The owner/developer shall resurface the existing full street frontage on Arrow Highway and Live Oak Avenue and bear the full cost of design, engineering, installation, construction management and inspection. All improvements shall be constructed in accordance with the City standards to the satisfaction of the City Engineer. Construction plans shall be reviewed and approved by the City Engineer.

3. Adequate "on-site" parking shall be provided per City requirements.

4. The owner/developer shall reimburse the City for the actual cost for the installation, replacement or modification of traffic control signs, striping and pavement markings required in conjunction with the development.

5. The owner/developer shall design and construct ADA accessible driveway approaches and remove all existing driveways and parkway drains along Arrow Highway and Live Oak Avenue. All improvements shall be constructed in accordance with the City standards to the satisfaction of the City Engineer.

6. The owner and/or developer shall remove and reconstruct all damaged or deficient sidewalk, driveways, curb and gutter as directed by the City Engineer.

7. The owner/developer shall bear the full cost of upgrading the existing street lights along the Arrow Highway and Live Oak Avenue frontage to a more energy efficient fixtures (LED). Street lighting upgrade shall meet the City of Irwindale and County of Los Angeles Street Lighting Design Standards.

8. Street right-of-way shall be dedicated to the City of Irwindale as follows:

   a. 2-foot right-of-way along Arrow Highway and Live Oak Avenue at the project frontage for public sidewalk.

   b. Right-of-way as required at the intersections of Arrow Highway/Private Drive A, Arrow Highway/Private Drive B, and Live Oak Avenue/Private Drive A for public sidewalk, intersection and roadway improvements and traffic signals.

CITY UTILITIES

9. Storm drains, catch basins, connector pipes, and appurtenances for the site specific storm drain system shall be designed and constructed in accordance with Los Angeles County standards and the City Engineer's requirements. The owner/developer shall submit grading and drainage plans to the City Engineer for review and approval. The grading and drainage plans shall be prepared by a licensed civil engineer and comply with Los Angeles County grading permit requirements. A hydrology study shall be included with the drainage plan.

10. The owner/developer shall pay for the entire cost for the design, engineering construction and inspection of any upgrade to the water main and connections as required by the serving water company for the proposed development.

11. The owner/developer shall obtain a Storm Drain Connection Permit from the City of Irwindale and/or Los Angeles County Flood Control District for connection(s) to the existing storm drain system.

12. Fire hydrants shall be installed as required by the Fire Department. Existing public fire hydrants adjacent to the site, if any, shall be upgraded if required by the City Engineer and/or Fire Department.

13. Sanitary sewers shall be constructed in accordance with City specifications to serve the subject development. The plans for the sanitary sewers shall be approved by the City Engineer. A sewer study shall be submitted along with the sanitary sewer plans.

14. Prior to the issuance of building permits, the owner/developer shall provide a will-serve letter from the water utility provider to the City.

TRAFFIC

15. All points of access to the proposed development shall be reviewed and approved by the City Engineer. Project driveways on Arrow Highway and Live Oak Avenue may be required to allow only right-in and right-out movements. Proper signage shall be installed on the project site.

16. Private Drives A and B shall have a pavement width of 50 feet and consist of four vehicle travel lanes (two lanes in each direction).

MAPPING

17. Final parcel map shall be prepared and submitted to the Public Works Department for review and approval. The applicant shall be responsible for all fees associated with the review and processing of the final map. The developer shall comply with Los Angeles County's Digital Subdivision Ordinance (DSO) and submit final maps to the City and County in digital format.

18. The owner/developer, under the direction of a certified land surveyor and at no cost to the City, shall install all required property boundary monuments, centerline ties and City monuments subject to the Public Works Director/City Engineer's approval.

19. The owner/developer shall provide, at no cost to the City, one Mylar print of the recorded parcel map from the County of Los Angeles Department of Public Works.

20. An Easement Agreement for all easements (e.g., roadway, reciprocal access; surface drainage; utilities, etc.) shall be prepared for each parcel, and shall be executed and recorded in the Office of the Los Angeles County Recorder. Such agreements and any CC&Rs shall be subject to the approval of the City Attorney, City Planner and City Engineer.

EXHIBIT "B"

MISCELLANEOUS

21. The owner/developer shall comply with all requirements of the County Sanitation District, make application for and pay the sewer maintenance fee.

22. A grading plan shall be submitted for grading/drainage approval to the City Engineer. The owner shall pay grading/drainage review fees in conjunction with this submittal. A professional civil engineer registered in the State of California shall prepare the grading plans under the current Irwindale adopted Building Codes at the time of submittals.

23. The owner/developer shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMPs) on all construction sites in accordance with the City Code. The owner/developer will also be required to submit a Certification for the project and may be required to prepare a Storm Water Pollution Prevention Plan (SWPPP). Projects over five acres in size will be required to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB). The owner/developer can obtain the current application packet by contacting the SWRCB, Construction Storm Water Unit, at (866) 563-3107 or by downloading the forms from their website at: www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml The project shall also conform to the City's Ordinance regarding the requirements for the submittal of a Standard Urban Storm Water Mitigation Plan ("SUSMP"), and the requirements of Low Impact Development ("LID"). The SUSMP includes a requirement to implement Post Construction BMPs to infiltrate the first 3/4" of runoff from all storm events and to control peak-flow discharges.

24. Unless exempted by the Los Angeles Regional Water Quality Control Board, a Covenant and Restriction ensuring the provisions of the approved SWPPP shall also be required.

25. Any changes to the site plan shall be reviewed and approved by the City Engineer.

26. Prior to the issuance of a building permit, the project site shall be graded and backfilled to the adjacent street grade elevation, subject to the review and approval of the City Engineer/Building Official.

E. PUBLIC WORKS SERVICES

MEDIAN ISLANDS

27. The owner and/or developer shall improve four (4) median islands located on Live Oak Avenue, between Arrow Highway (West End) and the I-605 Southbound On-ramp, and bear the full cost of design, engineering, installation, construction management and inspection. Median Island improvements shall include removal

and replacement of existing trees and plants, installation of new electrical services, lighting, and landscape irrigation. All improvements shall be constructed in accordance with the City standards to the satisfaction of the Public Works Services Manager. Construction plans shall be reviewed and approved by the Public Works Services Manager.

PARKWAYS

28. The owner and/or developer shall plant new street trees and parkway landscaping and construct a minimum 5-foot wide meandering sidewalk along the Arrow Highway and Live Oak Ave frontages of the subject property per the direction of the Public Works Services Manager.

29. The owner and/or developer shall install landscape irrigation systems along the Arrow Highway and Live Oak Avenue frontages, subject to the Public Works Services Manager's approval.

EXHIBIT "B"

ACCEPTANCE

I/We, the undersigned, have read and do hereby accept all of the conditions on this document and all other conditions imposed by Tentative Parcel Map No. 82551 and Resolution No. 2020-10-3171 and do agree that I/We shall conform with and abide by such conditions.

Applicant's Signature

Property Owner's Signature

Tony Spinrad, Irwindale Partners II, LLC

Applicant's Name

Jeff Yellen, Irwindale Partners, LP

Property Owner's Name

02/20/2020

Date

02/20/2020

Date

EXHIBIT "C"

_____ TRACT NO. _____
("Subdivision/Unit No.")

Irwindale Partners, LP
("Subdivider")

ENVIRONMENTAL WARRANTY

As a condition precedent to acceptance of the dedications and public improvements to be conveyed by the above-named Subdivider to the City of Irwindale for the above-referenced Subdivision, Subdivider hereby warrants to the City of Irwindale that:

1. Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

2. Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated has used, generated, manufactured, produced, or released, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this warranty, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

3. Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

4. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any Hazardous Substance on the property to be dedicated.

5. All persons executing this warranty hereby represent and warrant to the City of Irwindale, and Subdivider hereby represents and warrants, that the signators hereto have the legal power, right and authority to execute this warranty on behalf of the Subdivider and that the signatories hereto have sufficient knowledge or expertise, either personally, through

reasonable inspection and investigation of the property, or through reasonable reliance upon the investigation and professional opinion of Subdivider's environmental experts, to make the representations herein, and that no consent of any other party is required to execute this warranty and make the representations herein on behalf of the Subdivider to the City of Irwindale.

Each of the undersigned persons declares under penalty of perjury that the foregoing is true and correct.

Dated: February 10th, 2021

SUBDIVIDER*

Irwindale Partners, LP
a California Limited Partnership

By: Jeffrey Yellen as Manager of Irwindale Management, LLC
Its: General Partner

*Proof of authorization for Subdivider's signatures is required to be submitted concurrently with this environmental warranty.

CC ITEM 2A

☒City Council
☐Successor Agency
☐Housing Authority
☐Reclamation Authority
☐Joint Powers Authority

City of IRWINDALE
AGENDA REPORT

Date: February 24, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Appointment of a Senior Citizen Commissioner

City Manager's Recommendation:

Adopt Resolution No. 2021-05-3267 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A MEMBER TO THE SENIOR CITIZENS COMMISSION OF THE CITY OF IRWINDALE" reading by title only and waiving further reading thereof.

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Laura Nieto, Chief Deputy City Clerk
(626) 430-2202

Reviewed by:

Adrian R. Guerra, City Attorney — **Electronically Approved**

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager

Background and Analysis:

The term for Senior Citizen Commissioners Maggie Guzman and Arline Miranda expired on December 31, 2020. Notices were sent to City Councilmembers, Commissioners and residents, pursuant to Resolution No. 2007-01-2187; and the vacancies have been posted, pursuant to California Government Code Section 54970, et seq. (Maddy Act).

On December 9, 2020, the City Council adopted Resolution No. 2020-95-3255, unanimously re-appointing Maggie Guzman to a term ending December 31, 2023. Robert David Gallegos was nominated for appointment to the second vacancy, however, further research was necessary to determine if Mr. Gallegos met the age requirement as set forth in Irwindale Municipal Code Section 2.56.020:

"No person shall be eligible for appointment to the senior citizen commission unless he or she is a resident, ***age fifty years or older*** *and a registered, qualified voter of the city at the time of appointment. At all times during such commissioner's term of office he or she shall continue to be a resident and a registered, qualified voter of the city." (Emphasis added)*

Staff determined that Mr. Gallegos did not meet the age requirement. Accordingly, at the meeting of January 10, 2021, the City Council was presented the applications of Ebelia Reyes Ortiz and Linda S. Marez, the remaining eligible applicants, with the recommendation to either adopt Resolution No. 2021-05-3267, making an appointment to the Senior Citizen Commission or provide other direction to staff. The City Council directed the Chief Deputy City Clerk to re-notice the vacancy.

On January 19, 2021, a citywide notice was mailed to all residents, with a deadline of Tuesday, February 16, 2021. As of the deadline, the following **new** applications were received:

Caroline Acosta
Patsy Gonzales
Royan Rodriguez

Pursuant to Resolution No. 2020-60-3220, the deadline for submission of late applications was Wednesday, February 17, 2021. There were no late applications received.

The applications previously submitted by Ebelia Reyes Ortiz and Linda S. Mares continue to meet the eligibility requirements for appointment to the Senior Citizen Commission, and are included with this report for City Council consideration.

Staff now recommends that the City Council make an appointment to the Senior Citizen Commission for a term ending December 31, 2023.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachments:

- Proposed Resolution No. 2021-05-3267
- Applications of Eligible Appointees *(In alphabetical order)*:

  Caroline Acosta
  Patsy Gonzales
  *Linda S. Marez
  *Ebelia Reyes-Ortiz
  Royan Rodriguez

  **Applications previously submitted for consideration*

RESOLUTION NO. 2021-05-3267

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A MEMBER TO THE SENIOR CITIZEN COMMISSION OF THE CITY OF IRWINDALE

WHEREAS, the Maddy Act, California Government Code Section 54970 et seq., requires the City Council to prepare a Local Appointments List; and

WHEREAS, pursuant to Section 2.56.010 of the Irwindale Municipal Code "(IMC"), the Senior Citizen Commission ("Commission") was created consisting of five members; and

WHEREAS, pursuant Section 2.56.020 of the IMC, each member of the Commission shall be appointed pursuant to the procedures for appointment under Section 2.32.020 of the IMC; and

WHEREAS, there is one vacancy on the Commission; and

WHEREAS, the City Council of the City of Irwindale has reviewed the applications and desires to appoint a person to the Senior Citizen Commission of the City of Irwindale pursuant to Section 2.56.020 of the IMC.

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

SECTION 1. The recitals are true and incorporated as finding herein.

SECTION 2. Pursuant to Irwindale Municipal Code Section 2.56.020 and the California Government Code Section 54970, et seq., the following person is appointed to the Senior Citizen Commission of the City of Irwindale, to serve a term of office to commence February 24, 2021, and to expire on December 31, 2023.

Section 3. The Chief Deputy City Clerk shall certify to the adoption of this Resolution and shall transmit a certified copy thereof to the newly appointed member.

PASSED, APPROVED, and ADOPTED this 24th day of February, 2021.

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-05-3267 was adopted at a regular meeting of the Irwindale City Council held on the 24th day of February, 2021, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

RECEIVED
JAN 28 2021
CITY OF IRWINDALE

3:10 pm
ST.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Senior Citizen Commission
(print or type name of one Board or Commission)

Name: Caroline Acosta

Address: 15846 Suarez st.

Occupation: Retired

Employer: _____

Address: _____

Home Phone: ( ) _____ Business Phone: ( ) _____

Years in Irwindale: 71 years Registered Voter? yes

Educational background / degree: 12th grade graduate

Licenses or Special Certificates: 1985 Citizen of the year

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. 50th Anniversary Committee for the City of Irwindale

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) See attached sheet

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) See attached sheet

Have you applied for a City Board or Commission before? Yes X, No ____
If so, which one? Recreation Commission

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: See attached sheet

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Caroline Acosta Date: January 28, 2021

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

What are your reasons for wanting to serve on the Board or Commission?

Being able to serve on the Board or Commission will give me the opportunity to give back to the people and City of Irwindale. In this position, I will also have the ability to serve the needs of the seniors.

Why do you feel that you would make a good Board Member or Commissioner?

In 1985 I helped create the programs for the Seniors and assist in opening the Senior Center. By having 15 years of experience with working in the Senior Center, I feel that I have great cooperation skills which can help us strive for a better community. I would also be willing to involve myself in community events and work as a volunteer. I am also retired and want to start a new "career" in helping our community and serving actively on a board would give me meaningful work with a flexible schedule.

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government:

I have worked 15 years in the Senior Center as a Senior Center Coordinator, and as a leader, I want to share this skill. I am familiar with the type of programs the Senior Center offers and with the Senior Center staff. I have worked well with them in the past and look forward to working with them more in the future to better our community.

RECEIVED
FEB 0 2 2021
11:53am
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Senior Commission
(print or type name of one Board or Commission)

Name: Patricia Gonzales

Address: 5124 Irwindale Ave.

Occupation: Secretary

Employer: City of Pico Rivera

Address: 6615 Passons Blvd., Pico Rivera, CA 90660

Home Phone: _____ Business Phone: ( ) _____

Years in Irwindale: 15 Registered Voter? Yes

Educational background / degree: Bacherlor's and Master's Degree Organizational Leadership

Licenses or Special Certificates: _____

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Previously served on Irwindale Planning Commission 2012

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) As a resident and senior I would like to have a voice as to what iwe seniors feel is important. To be the voice for those who are too scared, too shy, or unable to do it themselves.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I work for another city so I am aware as to what is important to the residents. As a senior myself I know what is important for my quality of life.

Have you applied for a City Board or Commission before? Yes X No _____

If so, which one? Planning Commission

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I can type, take notes, research, represent, review documents, knowledgeable in city programs and am able to speak in front of an audience. I'm fair.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: February 2, 2021

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

RECEIVED
NOV 30 2020
CITY OF IRWINDALE
4:15pm
S.I

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Senior Citizen Commission
(print or type name of one Board or Commission)

Name: Linda S. Marez

Address: 16047 Peppertree Lane, Irwindale, CA 91706

Occupation: Retired

Employer: N/A

Address: _____

Home Phone: _____ Business Phone: _____

Years in Irwindale: 50 years + Registered Voter? yes

Educational background / degree: High school diploma and some college.

Licenses or Special Certificates: _____

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. N/A

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission Commission? (Use additional paper, if necessary.) I have a great love for Irwindale and I would like to serve and give back to my community.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I feel I would make a great commissioner because I have always worked with the public. My entire career has been in public service.

Have you applied for a City Board or Commission before? Yes X No ____

If so, which one? _____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: As a senior citizen myself, I am well aware of issues facing senior citizens. I know I could be an asset to my community.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Linda S. Marez Date: NOV 25, 2020

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Deputy City Clerk at 626-430-2202 if you have any questions.

RECEIVED
NOV 30 2020 11:07am
CITY OF IRWINDALE
CITY CLERKS DEPT.

IRWINDALE

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Senior Citizen Commission
(print or type name of one Board or Commission)

Name: Ebelia Reyes-Ortiz

Address: 16164 Progress Lane Irwindale CA 91706

Occupation: Financial Coordinator

Employer: Ricardo Suarez DDS Inc.

Address: 100 S. Vincent #404 W. Covina CA 91790

Home Phone: ( ) Business Phone: ( )

Years in Irwindale: 2.5 Registered Voter? Yes

Educational background / degree: Some College

Licenses or Special Certificates: CPR certificate

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. N/A

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) My reason for wanting to serve on the Commission is to make a positive difference in the community.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I feel I would make a good Commissioner because I am fair, honest, and keep an open mind. I think outside the box and would bring new ideas to the City.

Have you applied for a City Board or Commission before? Yes Yes No ____
If so, which one? City Council Board and Parks and Recreation Commission

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I feel I take great iniative and work well in a team setting. My desire to serve the city with fairness would contribute greatly to the city.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Belia Reyes-Ortiz Date: 11/28/20

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

RECEIVED

FEB 15 2021

CITY OF IRWINDALE
CITY CLERKS DEPT.

9:05am

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Senior Commissioner
(print or type name of one Board or Commission)

Name: Roy M Rodriguez

Address: 5107 Allen Dr. Irwindale, Ca. 91706

Occupation: CNA - CHHA - CHPA - Hospice Nurse

Employer: Emanate Health - Hospice - For 19 years

Address: 838 N. Phillips Ave, West Covina. 91791

Home Phone: _____ Business Phone: _____

Years in Irwindale: 30 Registered Voter? yes

Educational background / degree: Citrus College (2) yrs. gen eds (1) yr. CNA School. (4) yrs Nursing associate degree

Licenses or Special Certificates: CNA 43ys, CHHA 43ys, CHPNA 4ys

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. None as of now.

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I want to make a difference in my Community. And to be active in my Senior Center. It's time for myself to be involved and be a help to others in my wonderful City I live in.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I'm work with with others, I'm a Team leader at my church in the past for (9 yrs). I still am in ministry Team at my church. And on the Building connection Team at work for our Nurses at Hospice

Have you applied for a City Board or Commission before? Yes ____ No X

If so, which one? _____

Application for Appointment
To Board or Commission

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I'm a Senior Now and stay up to date on people, places and Resources that can Help others at my Senior Center. It's Time For me To give Back. I Being great Leadership To all other Teams I have been. I have good Leadership Skills. personally and professionally.

CERTIFICATION

By initialing below, I certify:

✓ I am a registered voter in the City of Irwindale
✓ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Roy an Rodriguez Date: 2/16/2021

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

Thank you For your Consideration For this position.

Sincerely.

Roy an Rodriguez
CNA / CHHA / CHPNA
Hospice

CC ITEM 2B

☒City Council
☐Successor Agency
☐Housing Authority
☐Reclamation Authority
☐Joint Powers Authority

City of IRWINDALE
AGENDA REPORT

Date: February 24, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Adopt Resolution No. 2021-15-3277 Appointing a Business Member to the Irwindale Community Foundation Board of Directors for an Unexpired Term ending June 30, 2024

City Manager's Recommendation:

1) **Adopt Resolution No. 2021-15-3277** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPOINTING A MEMBER TO THE IRWINDALE COMMUNITY FOUNDATION BOARD OF DIRECTORS"

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Laura Nieto, Chief Deputy City Clerk

Reviewed by:

Adrian R. Guerra, City Attorney — **Electronically Approved**

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager

Background and Analysis:

On October 10, 2018, City Council adopted Resolution No. 2018-72-3066 establishing a Non-Profit Community Foundation ("Foundation") for the purpose of accepting and using funds donated to the Foundation for community purposes.

On February 13, 2019, the City Council approved the Articles of Incorporation and Bylaws of the Irwindale Community Foundation that state the board of directors shall consist of five (5) members, who serve staggered terms of four (4) years. The board of directors shall be composed of the following:

a. One sitting member of the City of Irwindale Council;
b. Two residents of the City of Irwindale, who are not employees, commissioners, or elected officials of the City of Irwindale; and
c. Two representatives of businesses located in the City of Irwindale, who are not employees, commissioners, or elected officials of the City of Irwindale.

On June 26, 2019, the City Council adopted Resolution No. 2019-32-3116, appointing Jeff Cameron of Vulcan Materials Company, a business located in the City of Irwindale, to the Irwindale Community Foundation for a term expiring June 30, 2020.

On July 8, 2020, the City Council adopted Resolution No. 2020-54-3164, reappointing Boardmember Cameron to the Irwindale Community Foundation.

On November 17, 2020, the Irwindale Community Foundation was advised that Boardmember Cameron was no longer employed by Vulcan Materials and on December 9, 2020, the City Council adopted Resolution No. 2020-97-3257, reaffirming Boardmember Cameron's appointment to the Foundation Board, now representing Sully-Miller Contracting Co., another business located in the City of Irwindale.

During the Irwindale Community Foundation Board meeting of January 19, 2021, Boardmember Cameron advised he was resigning from the Board due to a conflict of interest existing with his new employer, thereby creating a vacancy on the Foundation's Board.

On January 25, 2021, the Secretary of the Irwindale Community Foundation mailed a letter from the Executive Director, to all businesses in the City of Irwindale, inviting applications from those interested in filling the unscheduled vacancy created by the resignation of Boardmember Cameron.

By the deadline of Monday, February 15, 2021, the following applications were submitted for consideration of appointment to the Irwindale Community Foundation:

Southern California Edison Federal Credit Union – George Silva
and
Vulcan Materials Company – Rosemary Luna

Pursuant to the Foundation's Bylaws, all directors of the Board shall be appointed by a majority vote of the City Council, and all vacancies on the board shall be filled by appointment by a majority vote of the City Council.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachments:
1) Proposed Resolution No. 2021-15-3277
2) Irwindale Community Foundation Applications

RESOLUTION NO. 2021-15-3277

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPOINTING A MEMBER TO THE IRWINDALE COMMUNITY FOUNDATION BOARD OF DIRECTORS

WHEREAS, on October 10, 2018, City Council adopted Resolution No. 2018-72-3066 establishing a Non-Profit Community Foundation for the purpose of accepting and using funds donated to the Foundation for community purposes; and

WHEREAS, on February 13, 2019 City Council approved the Articles of Incorporation and the Bylaws of the Irwindale Community Foundation that states the board of directors shall consist of five (5) members, who serve staggered terms of four (4) years; and

WHEREAS, the Foundations' Bylaws also state the board of directors shall be composed of the following: (a) one (1) sitting member of the Irwindale City Council; (b) two (2) residents of the City of Irwindale, who are not employees, commissioners, or elected officials of the City of Irwindale and; (c) two (2) representatives of businesses located in the City of Irwindale, who are not employees, commissioners, or elected officials of the City of Irwindale; and

WHEREAS, on June 26, 2019, the City Council adopted Resolution No. 2019-32-3116, appointing to the Irwindale Community Foundation Jeff Cameron, of Vulcan Materials Company., a business located in the City of Irwindale, with an initial term of office expiring on June 30, 2020; and

WHEREAS, on July 8, 2020, the City Council adopted Resolution No. 2020-54-3164, reappointing Boardmember Cameron to the Irwindale Community Foundation; and

WHEREAS, on November 17, 2020, the Irwindale Community Foundation was advised that Boardmember Cameron was no longer employed by Vulcan Materials Company; and

WHEREAS, on December 9, 2020, the City Council adopted Resolution No. 2020-97-3257, reaffirming Boardmember Cameron's appointment to the Foundation Board, now representing Sully-Miller Contracting Co., another business located in the City of Irwindale; and

WHEREAS, on January 19, 2021 during the Irwindale Community Foundation Board meeting, Boardmember Cameron advised that he was resigning due to a conflict of interest with his new employer, thereby creating a vacancy on the Foundation's Board; and

WHEREAS, on January 25, 2021 staff began the process for soliciting members of the business community to apply for the above-referenced position in accordance with the Maddy Act; and

WHEREAS, two (2) businesses located in the City of Irwindale, submitted applications for consideration of appointment to the Irwindale Community Foundation; and

WHEREAS, pursuant to the Foundation's Bylaws, all directors of the board shall be appointed by a majority vote of the City Council, and all vacancies on the board shall be filled by appointment by a majority vote of the City Council; and

WHEREAS, the City Council desires to appoint one (1) business representative to the Irwindale Community Foundation Board of Directors for a term expiring June 30, 2024.

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

SECTION 1. The recitals are true and incorporated as finding herein.

SECTION 2. The City Council hereby appoints the following business representative to fill the unexpired vacancy created by the resignation of Boardmember Cameron expiring June 30, 2024:

_____

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the application of any other section, subsection, sentence, clause, phrase, or portion of this Resolution, and to this end the invalid or unconstitutional section, subsection, sentence, clause, phrase of this Resolution are declared to be severable. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 4. The Chief Deputy City Clerk shall certify to the adoption of this Resolution and shall transmit a certified copy thereof to the newly appointed member.

PASSED, APPROVED, and ADOPTED this 24th day of February, 2021.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-15-3277 was adopted at an regular meeting of the Irwindale City Council held on the 24th day of February, 2021, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

RECEIVED
FEB 0 9 2021 4:56pm
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO IRWINDALE COMMUNITY FOUNDATION

Are you applying as a

☐ Resident
☒ Representative of a Business

Name of Business: SCE Federal Credit Union

Position: Irwindale Branch Manager

Name: Jorge Silva (AKA "George")

Address: 12701 Schabarum Ave - Irwindale 91706

Occupation: Same as above

Employer: Same as above

Address: Same as above

Home Phone: _____ Business Phone: _____

Years in Irwindale: 16 Registered Voter? Yes

Educational background / degree: Some college

Licenses or Special Certificates: -

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Irwindale Educational Foundation (current V.P.) Past Irwindale Chamber Ambassador - Current Treasurer and Past Chair - Baldwin Park Bus. Assoc.

Please answer the following questions completely

What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

Personally, I have always had a genuine interest in being involved in the community. It's been very gratifying and the Credit Union has always been very supportive. I have been successful in leading many ventures and have always enjoyed the fruits of labor in every worthwhile cause.

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)
Due to the successes, the genuine desire and vast experiences. I have included a bio to further illustrate some of the organizations and causes that I have been involved with.

Have you applied for any City Board or Commission before? Yes _____ No ✓

If so, which one? _____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization:
My experience with many community focused organizations and my sixteen years of working with the Irwindale Business Community. My time has involved speaking with both small and large groups and that has included a diverse audience.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Digitally signed by George Silva Date: 2021.02.09 16:53:39 -08'00' Date:

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Irwindale Community Foundation**
Executive Director
5050 N. Irwindale Avenue
Irwindale, CA 91706

DEADLINE TO SUBMIT COMPLETED APPLICATION IS MONDAY, FEBRUARY 15, 2021 AT 6:00 P.M.

Please contact the Assistant City Manager at 626-430-2294 if you have any questions.

George Silva

George Silva, born and raised in Boyle Heights, was locally educated at Roosevelt High School and East L.A. Community College. George's career in banking brought him to SCE Federal Credit Union, where he is currently in his sixteenth year as branch manager of their Irwindale branch.

In addition to the responsibility of running the largest of SCE Credit Union's ten branches, George willingly takes on leadership roles with many of his volunteer commitments, serving the local residential and business community:

- Irwindale Educational Foundation – Current Vice President
- KARE Youth League – Advisory Committee Member and 2019 KARE Community Award recipient
- American Cancer Society, Relay for Life of Baldwin Park – Past chairman of several committees including Co-Event Chair, Food Chair, Sponsorship Chair
- American Diabetes Association – Volunteer and captain of the SCE Credit Union Tour De Cure Team
- Chamber of Commerce, Irwindale – Past Business Ambassador
- City of Baldwin Park – Past Planning Commissioner
- Baldwin Park Business Association – Past Board President and current Treasurer
- City of Baldwin Park, Volunteer/Coordinator of Credit Union's Involvement and Support of City Functions
- Kaiser Permanente, Baldwin Park – Recent Past Bio-Ethics Committee Member

George is passionate about working with people, building relationships and partnerships, and achieving success in his business and personal life.

Colleagues who have worked alongside George comment he is an invaluable member of any team and one who will take on not only his own significant role, but also handle other needs that may arise. He is generous, dependable, loyal, and always a gentleman.

RECEIVED
FEB 11 2021 8:34am
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO IRWINDALE COMMUNITY FOUNDATION

Are you applying as a

☐ Resident
☒ Representative of a Business

Name of Business: Vulcan Materials Company

Position: Area Manager

Name: Rosemary Luna

Address: _____

Occupation: Area Manager

Employer: Vulcan Materials Company

Address: 16013 E. Foothill Blvd, Irwindale

Home Phone: ( ) _____ Business Phone: _____

Years in Irwindale: N/A Registered Voter? N/A

Educational background / degree: Cal Poly Pomona - BS Business Administration Minor: Marketing Mgmt

Licenses or Special Certificates: Cal Poly Pomona - Construction Management Certificate

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Irwindale Chamber of Commerce - Board Member (Currently serving)

Please answer the following questions completely

What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

Vulcan Materials has been part of the Irwindale community for over 100 years. We are committed to taking an active role in the business and residential communities.

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)
I have spent a vast amount of my career developing and implementing comprehensive business strategies. I am goal oriented, enjoy working with diverse teams, and am very familiar with the City of Irwindale because I grew up in the area.

Have you applied for any City Board or Commission before? Yes ____ No X

If so, which one? _____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization:
I enjoy volunteering my time and talent to support programs and causes that are essential to our communities.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Rosemary Luna Date: Feb. 11, 2021

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Irwindale Community Foundation**
Executive Director
5050 N. Irwindale Avenue
Irwindale, CA 91706

DEADLINE TO SUBMIT COMPLETED APPLICATION IS MONDAY, FEBRUARY 15, 2021 AT 6:00 P.M.

Please contact the Assistant City Manager at 626-430-2294 if you have any questions.

CC ITEM 3A

☒City Council
☐Successor Agency
☐Housing Authority
☐Reclamation Authority
☐Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: February 24, 2021

To: Honorable Mayor and Members of the City Council

From: William Tam, City Manager

Issue: Conditional Use Permit (CUP) Modification No. 01-2021 to CUP No. 7-06 and Amendment No. 1 to Development Agreement No. 02-06 to remove the Reliance II site, located at 15990 Foothill Boulevard, from the approved Reclamation Plan and Development Agreement (DA) and a Reimbursement Agreement for Off-Site Improvements Between the City of Irwindale and Vulcan Materials Company.

City Manager's Recommendation:

1) Introduce Ordinance No. 755 approving Amendment No. 1 to Development Agreement No. 02-06
2) Approve CUP Modification No. 01-2021 to CUP No. 7-06
3) Approve a Reimbursement Agreement for Off-Site Improvements

Administrative Action:

Submitted & Prepared by:

Marilyn Simpson, Community Development Manager / City Planner
(626) 430-2209

Marilyn Simpson

Electronically approved

Reviewed by:

Adrian R. Guerra, City Attorney

Eva Carreon, Finance Director / City Treasurer

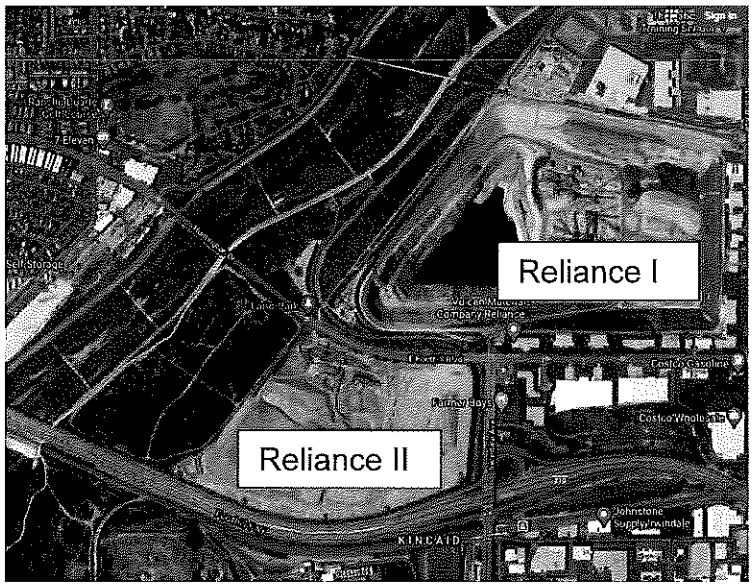
Approved by:

William K. Tam, City Manager

Background and Analysis:
Michael Linton, on behalf of Calmat Company, dba as Vulcan Materials Company (Applicant), is requesting Amendment No. 1 to DA No. 02-06 and CUP Modification No. 01-2021 to CUP No. 7-06 to remove the Reliance II Landfill site, located at 15990 Foothill Boulevard (Project Site), from the approved Reclamation Plan and DA No. 02-06 for the Reliance I Quarry and Reliance II Landfill sites.

The Reclamation Plan for the Reliance II Landfill (15990 Foothill Boulevard) and Reliance I Quarry (16001 Foothill Boulevard) was approved on June 11, 2008 by approving the CUP No. 7-06, DA No. 02-06 and Ordinance No. 627. On November 8, 2017, the City Council approved the Reliance II Specific Plan, which serves as the guiding zoning document for the site and provides the specific development standards and uses permitted on the Reliance II Landfill site.

The California Division of Mine Reclamation (DMR) considers Reliance I and II to be a single mine (California Mine Number 91-19-0016). Conditional Use Permits and Development Agreements remain with the property unless modified, amended, or vacated. The Reliance II Landfill site has completed filling operations and is now preparing for construction, therefore Applicant is requesting that the conditions of approval, responsibilities and obligations listed in CUP No. 7-06 and DA No. 02-06 need to be modified and amended to reflect completion and fulfillment of those conditions of approval and obligations specific to the Reliance II Landfill site. CUP No. 7-06 and DA No. 02-06 will remain in effect for Reliance I. The financial assurance bond remains in place with the CUP, as the Applicant is not proposing any changes to it. A separate Reimbursement Agreement for Off-Site Improvements between the City and the Applicant has been prepared to address any necessary outstanding off-site improvements pertaining to the Reliance II site.



GENERAL PLAN AND ZONING

The General Plan land use designation for Reliance II Landfill site is Reliance II Specific Plan. Reliance II Landfill site is zoned RII (Reliance II Specific Plan). The proposed CUP modification and DA amendment will be consistent with the both land use and zoning designations.

Table 1. Surrounding Land Use

Direction	Existing Land Use	Zoning District
North	Reliance I Quarry	Quarry Overlay, M-2, Heavy Manufacturing
South	210 Freeway	Caltrans R-O-W
East	Restaurant/Office Use	M-2, Heavy Manufacturing
West	Santa Fe Dam Recreation Area	A-1, Agricultural

CONDITIONAL USE PERMIT

The Project Site is governed by the Reliance II Specific Plan for development standards, regulations, and permitted uses. The Project Site has been reclaimed in compliance with the Reclamation Plan, and as such, the CUP Modification No. 01-2021 removes Reliance II from the existing CUP No. 7-06. CUP No. 7-06 and the attendant Reclamation Plan will continue to remain in place and in full force as to Reliance I Quarry site.

The Reimbursement Agreement for Off-Site Improvements, (Attachment C), addresses completion of three (3) remaining conditions of approval for the Reliance II Landfill site:

- Right turn pocket at Irwindale Avenue;
- Right turn pocket at Foothill Boulevard; and
- Traffic Signal modifications at Foothill Boulevard and Irwindale Avenue.

The Reimbursement Agreement for Off-Site Improvements Agreement will ensure that the improvements are completed and that all associated costs for the completion of the improvements will be paid for by the Applicant.

DEVELOPMENT AGREEMENT

Ordinance No. 755 for amending DA No. 02-06 is attached as Attachment B. Amendment No. 1 to DA No. 02-06 outlines the proposed changes and is included at an attachment to the Ordinance. All provisions of DA No. 02-06 shall remain in place for the Reliance I Quarry site.

<u>Key provisions of Amendment No. 1 to the DA No. 02-06 include the following:</u>

1. From and after the effective date of Amendment No. 1 to DA No. 02-06, DA No. 02-06 is terminated regarding the Reliance II Landfill site and shall no longer have any force or effect as to the Reliance II Landfill site.

2. The termination of DA No. 02-06 as to the Reliance II Landfill site shall have no effect on, or invalidate, any actions taken by the City and/or Vulcan in accordance with or in furtherance of the DA No. 02-06 prior to the effective date of Amendment No. 1.
3. Land use and development regulations for the Reliance II Landfill site shall be governed the Reliance II Specific Plan, as may be amended from time to time.

The provisions of Amendment No. 1 to DA No. 02-06 are consistent with the general plan, zoning, and the applicable specific plan.

ENVIRONMENTAL REVIEW

In accordance with the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and has determined that the Project is exempt from the provisions of CEQA pursuant to Section 15061 (b)(3), which states that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is NOT subject to CEQA. In this case, the request for modification to the CUP No. 7-06 and amendment of the DA No. 02-06 for the Reliance II Landfill site terminates the Applicant's rights and obligations under the CUP No. 7-06 and DA No. 02-06, and therefore, there is no potential for an effect on the environment.

PLANNING COMMISSION REVIEW

On February 3, 2021, the project was presented to the Planning Commission at the public hearing. The Planning Commission unanimously recommended that the City Council consider and approve CUP Modification No. 01-2021 to CUP No. 7-06 and adopt Ordinance No. 755 for Amendment No. 1 to DA No. 02-06.

FISCAL IMPACT:

No fiscal impact to the General Fund or Mining Fund is anticipated. The Reimbursement Agreement for Off-Site Improvements will cover all costs incurred for the outstanding public improvements per CUP No. 7-06.

Attachment(s):

A – Resolution No. 2021-20-3232 for CUP Modification No. 01-2021 to CUP No. 7-06
B – Ordinance No. 755 with Exhibit "A-1" - Amendment No. 1 to DA 02-06
C - Reimbursement for Off-Site Improvements
D - City of Irwindale Planning Commission Staff Report & Resolution Nos. 796(21), 797(21) and exhibits, dated February 3, 2021

ATTACHMENT A

RESOLUTION NO. 2021-20-3232

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING CONDITIONAL USE PERMIT MODIFICATION NO. 01-2021 TO CONDITIONAL USE PERMIT NO. 7-06 FOR PROPERTY LOCATED AT 15990 FOOTHILL BOULEVARD (APNs: 8604-019-001, 8604-019-003, & 8604-019-010)

A. RECITALS.

WHEREAS, the Applicant, Calmat Co. dba as Vulcan Materials Company ("VMC"), has made a request for a Modification to Conditional Use Permit No. 7-06 ("CUP No. 7-06"), pursuant to Chapters 17.60 and 17.63 of the Irwindale Municipal Code ("IMC") and the provisions of the California Surface Mining and Reclamation Act ("SMARA") to remove the Reliance II landfill site, consisting of an 89.6 -acre site located at 15990 Foothill Boulevard ("Reliance II Site") from the approved CUP No. 7-06 and the Reclamation Plan.

WHEREAS, the Reclamation Plan describes the methods for reclaiming the Reliance I Quarry Site, consisting of a 124.2 -acre sand and gravel quarry located in the City of Irwindale, Los Angeles County, at 16001 Foothill Boulevard ("Reliance I Site"), and the Reliance II Site for industrial and commercial uses (collectively, "Project Site").

WHEREAS, on June 11, 2008, the City Council adopted Resolution No. 2008-29-2301, conditionally approving CUP No. 7-06, the Reclamation Plan and Financial Assurances and Ordinance No. 627 conditionally approving Development Agreement No. 2-06, related to the Project Site, which included both Reliance I Site and Reliance II Site.

WHEREAS, on September 24, 2008, the City Council adopted Resolution No. 2008-65-2337, granting final approval of CUP No. 7-06 and the Reclamation Plan.

WHEREAS, the California Division of Mine Reclamation considers Reliance I Site and Reliance II Site to be a single mine (California Mine Number 91-19-0016).

WHEREAS, on November 8, 2017, following the initiative process, the City Council adopted Resolution No. 2017-88-2896, approving the Reliance II Specific Plan, to establish the governing land use regulations for the development of the Reliance II Site.

WHEREAS, VMC conducted, and has now completed, reclamation of the Reliance II Site, and is now preparing the Reliance II Site for development which shall be governed by the Reliance II Specific Plan.

WHEREAS, the conditions of approval, responsibilities and obligations listed in CUP No. 7-06 and the Reclamation Plan need to be modified and amended to reflect completion and fulfillment of the conditions of approval and obligations specific to the

Reliance II Site so that CUP No. 7-06 and the Reclamation Plan only apply to Reliance I Site and no longer applies to Reliance II Site.

WHEREAS, Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and has determined that the Project is Categorically Exempt from the provisions of CEQA pursuant to Section 15061(b)(3), which consist of projects that have no possibility for causing a significant effect on the environment. The requested modification to Conditional Use Permit No. 7-06 merely terminates VMC's rights and obligation under CUP No. 7-06 pertaining to the Reliance II Site, and therefore, there is no potential for an effect on the environment.

WHEREAS, on February 3, 2021, the Planning Commission conducted a duly noticed public hearing, as required by law, on the Application, took testimony on the application, at which time they received input from staff, the City Attorney, VMC and other interested parties; discussed the requested modification to CUP No. 7-06 and closed the public hearing.

WHEREAS, on February 24, 2021, the City of Irwindale City Council opened a duly noticed public hearing, as required by law, on the Application, took testimony on the application, at which time they received input from staff, the City Attorney, VMC and other interested parties; discussed the requested modification to CUP No. 7-06 and closed the public hearing.

WHEREAS, per the conditions of the CUP No. 7-06, VMC is legally required, at its sole cost and expense, to construct certain off-site improvements in connection to Reliance II Site, and VMC shall continue those obligations pursuant to the Reimbursement Agreement for Off-Site Improvements which shall be executed by the City and VMC.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

A. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the City Council of the City of Irwindale as follows:

1. The City Council hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Resolution are true and correct.

2. Based upon substantial evidence presented to the City Council during the public hearing conducted with regard to the proposed modification to the CUP including written staff reports, verbal testimony, and existing Conditions of Approval to CUP No. 7-06 attached hereto as Exhibit "A," this City Council:

a. Re-affirms the findings in CUP No. 7-06 as to Reliance I Site since there are no changes or modifications to Reliance I Site; and

b. Determines that CUP No. 7-06 as applicable to Reliance I Site shall not be modified or in any way affected by this modification; and

c. Because Reliance II Site has been fully reclaimed and the Reliance II Specific Plan has been adopted to govern the development of the Reliance II Site, CUP No. 7-06 no longer has any applicability to Reliance II Site and should be removed from coverage therein.

3. For any outstanding offsite improvements required by CUP No. 7-06 as to Reliance II Site, the Applicant shall enter into a reimbursement agreement for offsite improvements, attached as Exhibit "B" to this resolution, with the City wherein the Applicant agrees to complete those improvements and pay all costs associated with them.

4. The City Council hereby specifically finds and determines that the project, as proposed, is exempt from the provisions of the California Environmental Quality Act (CEQA), per the general rule under Section 15061(b)(3) of the CEQA Guidelines that CEQA only applies to projects that have the potential for causing a significant effect on the environment.

5. Based upon the substantial evidence and conclusions set forth herein above, the City Council hereby approves Conditional Use Permit Modification No. 01-2021 to CUP No. 7-06, which amends the CUP No. 7-06 and the Reclamation Plan in that they no longer have any effect regarding the Reliance II Site. The CUP No. 7-06 and Reclamation Plan shall still remain in effect and unchanged as it applies to Reliance I Site. As of the effective date of the Conditional Use Permit Modification No. 01-2021 to CUP No. 7-06, Reliance II Site shall be governed by the land use regulations established in Reliance II Specific Plan.

6. This Conditional Use Permit Modification No. 01-2021 shall become effective upon the later of the following occurring: i) the effective date of Ordinance No. 755, which approves Amendment No. 1 to Development Agreement No. 02-06; or ii) upon execution of the reimbursement agreement for offsite improvements, attached as Exhibit "B" to this resolution, by both parties.

7. The Chief Deputy City Clerk shall:

a. Certify to the adoption of this Resolution; and
b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

PASSED, APPROVED AND ADOPTED this 24th day of February 2021.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-20-3232 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 24th day of February 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

EXHIBIT A
CUP 7-06 CONDITIONS OF APPROVAL

Conditions of Approval

(April 23, 2008)

Vulcan Materials Company, Inc. (VMC) Reliance I Quarry and Reliance II Landfill
CONDITIONAL USE PERMIT No. 7-06

Before final acceptance of the use authorized under this CONDITIONAL USE PERMIT ("CUP"), all conditions listed below, which are at that time due to be performed, shall be completed to the satisfaction of the appropriate City department or its designee, depending upon which department recommended the condition. .

Any agreements, easements or covenants required to be entered into between the parties shall be in a form reasonably approved by the City Attorney.

GENERAL CONDITIONS:

1. This CUP No. 7-06 modifies and supersedes all previous entitlements in that CUP No. 7-06 permits mining until (i) a maximum allowable mining depth in the Reliance I Quarry (together with the Reliance II Landfill, the "Site") as depicted in the Mine Slope Profile, attached as Exhibit "A" hereto, based on a maximum depth of 440 feet (to a level pit floor at elevation 150 mean sea level ("msl")_, or (ii) until December 31, 2047, whichever occurs first. Reclamation backfill of the Reliance I site may continue after completion of mining until backfill is completed or 2059, whichever occurs first. CUP No. 7-06 also permits continued fill operations at the Reliance II Landfill. All backfill for these sites shall be in accordance with the City's "Guidelines For Above Water Backfillling Of Open-Pit Mines, Irwindale, California, November 23, 2005; and "Guidelines For Underwater Backfilling Of Open-Pit Mines, Irwindale, California, May 20, 2005".

2. All conditions, requirements, ordinances, rules, regulations and/ or policies, as they may be amended from time to time, applied and/or enforced by any local agency, Federal or State agency, the State of California, the County of Los Angeles or any other public or quasi-public entity including the City of Irwindale, and each of its departments and divisions, with jurisdiction over the Site (collectively "Applicable Law") shall be satisfied by the Applicant, and such conformance shall be maintained at all times while the use approved by this CUP is in operation.

3. The Applicant shall fully cooperate with the City of Irwindale and any agency or entity with jurisdiction over the Site and uses approved thereon

regarding the filing of any materials, execution of documents, instruments or similar items and all other acts, actions or undertaking deemed reasonably necessary by the City of Irwindale to further the purposes of this CUP. The Applicant's full cooperation shall be at no cost to the City.

4. If the use authorized by this CUP has become idle (as defined in SMARA §2727.1 as such provision may be amended from time-to-time), Applicant shall, within ninety (90) days thereafter, submit to the Director of Planning for review and approval, an interim management plan (IMP), pursuant to §2770 of SMARA, as may be amended. The IMP shall be processed in accordance with §17.63.110 of the Irwindale Municipal Code and §2770 of SMARA, as may be amended.

5. This CUP may be revoked for any material violation of or noncompliance with any of the conditions of approval of this CUP or Applicable Law in accordance with Sections 17.80.140 and 17.63.140 of the Zoning Ordinance, as it may be amended.

6. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, consultants and employees from any claim, action or proceeding against the City of Irwindale or its agents, officers, consultants or employees to attach, set aside, void or annul any approval of the City of Irwindale, its legislative body, Planning Commission, or other advisory agencies, or administrative officers concerning CUP No. 7-06, including but not limited to the Environmental Impact Report, or for any damage to persons or property, losses, costs, penalties, obligations, or liabilities arising out of or in connection with Applicant's acts or omission on the Site, whether or not such act or omission resulted or was undertaken pursuant to any condition or approval granted under this CUP. The City of Irwindale will promptly notify the Applicant of any such claim, action or proceeding against the City of Irwindale and the Applicant will either undertake defense of the matter and pay the City's associated legal costs or will advance funds to pay for the defense of the matter by the City Attorney. The Applicant may elect to retain separate counsel for themselves. The City of Irwindale shall cooperate fully in the defense of any such action. If the City of Irwindale fails to promptly notify the Applicant of any such claim, action or proceeding, or fails to cooperate fully in the defense, the Applicant shall not, thereafter, be responsible to defend, indemnify or hold harmless the City of Irwindale. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the Applicant's consent as to the City's liabilities or rights only, but should it do so, the City shall waive the indemnification herein, except, the City's decision to settle or abandon the matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein. At the time of the issuance of this CUP, the

City has no actual knowledge of any pending or threatened claim which would result in indemnification under this condition.

7. The Applicant shall at all times maintain the Site and its use and appearance thereof in full compliance with Applicable Law.

8. The Applicant agrees to allow City inspectors and/ or designees of the City to reasonably inspect the Site during normal business hours or at any time operations are occurring on site to assure compliance with Applicable Law, provided the City complies with Mine Safety Health Administration (MSHA) regulations. In cases of emergencies, City shall have the right to inspect the Site, whether or not operations are occurring on site, provided City gives prior notice to Applicant as may be reasonably possible. City inspectors or designees must be accompanied by Applicant's personnel at all times per MSHA.

9. Any and all fees required to be paid to any public agency shall be paid promptly when due.

10. Approval of this application shall not excuse compliance with Applicable Law.

11. The use approved by this CUP shall be operated completely upon the Site and there shall be no on-street maneuvering, except as necessary for street sweeping.

12. The Applicant shall maintain the Site at all times free and clear of any accumulation of trash. Applicant shall further maintain the Site in a manner that shall avoid any determination by the City that any condition on the Site constitutes a nuisance, pursuant to the City's Municipal Code.

13. Except as in accordance with Applicable Law, the Applicant shall maintain the Site at all times free and clear of and shall not discharge or otherwise release any hazardous substances, hazardous wastes and/or hazardous materials as such terms are defined in their broadest form under any applicable federal, state or local law or regulation, and any other kind of soil, air, or water contamination, and combustible and/ or flammable materials (except for fuels, lubricants, household waste and other chemicals normally used with the mining and reclamation uses allowed by this CUP (collectively, as limited, "Hazardous Materials"). Any Hazardous Materials lawfully used on the Site will be handled in accordance with Applicable Law.

14. The end of the overall mining phase will occur when either of the following conditions occurs: (a) the mining depth reaches the maximum depths and lateral extent shown on the Mine Slope Profiles attached hereto as Exhibit A", based on a maximum depth of 440 feet (to a level pit floor at elevation

150 msl), or (b) by December 31, 2047, whichever occurs first. Reclamation backfilling shall continue after mining and shall be completed by December 31, 2059, unless extended pursuant to the Development Agreement.

15. For all excavation approved by this CUP, the Applicant shall comply with the December 24, 2003 Guidelines for Slope Stability Analyses For Open-Pit Mines, Irwindale, CA.

16. All graffiti shall be removed within 48 hours after Applicant becomes aware, or the City notifies Applicant, of its application. The graffiti shall be removed by either painting over the evidence of such vandalism with paint, which has been color- matched to the surface to which is applied, or the graffiti may be removed with solvents or detergent as appropriate.

17. All plans required by these conditions shall identify the Plant Manager and other persons who have the authority and responsibility to ensure that the intent and purpose of the plans are carried out. Such information shall also be provided on a sign posted at the site office. These employees will be responsible for coordinating, with the City Manager's Office, a response to complaints or concerns expressed by persons affected by the operations on the subject Site. Applicant must provide a written update to the City of the identification of such Plant Managers within forty-eight (48) hours of any change.

18. In the event that any conflicts in the conditions of approval herein appear to or do exist, the more stringent requirement/ or condition shall apply. The conditions herein shall prevail over any conflicting conditions in the Irwindale-Reliance Amended Reclamation Plan, State of California Mine ID# 91-19-0016, dated _____2008_ approved by the City concurrently herewith ("Reclamation Plan").

19. Applicant shall adhere to all terms, conditions and recommendations in the Reclamation Plan as may be amended from time to time. The Reclamation Plan shall be reviewed every five years and subject to revision pursuant to the terms of the Development Agreement approved concurrently with this CUP ("Development Agreement").

20. Financial Assurances Mechanism. Applicant shall at all times provide sufficient financial assurances in accordance with the State Mining and Reclamation Act of 1975 ("SMARA") and regulations promulgated thereunder ("SMARA Regulations").

21. Alternative Financial Assurances. SMARA Regulation sections 3803 and 3806 authorize governmental operators to utilize "pledges of revenue or budget set-asides" as financial assurance mechanisms to secure

reclamation of its quarries. To take advantage of this SMARA Regulation, the City and Irwindale Community Redevelopment Agency ("Redevelopment Agency") have considered establishing a joint powers authority formed pursuant to Government Code Section 6500, *et seq.*, the Irwindale Reclamation Authority ("JPA") to assist Applicant in meeting its financial assurances obligations through an alternative financial assurances mechanism ("Alternative Mechanism"). The effectiveness of the Alternative Mechanism shall be contingent on two conditions: (i) formation of a JPA by the City and Redevelopment Agency; and (ii) a written acceptance by the California Department of Conservation ("State") that this Alternative Mechanism is an adequate substitute for the financial assurances which would otherwise be required. The Applicant shall not be required to provide the Alternative Mechanism if these two conditions are not fulfilled. If the conditions are met, Applicant shall provide the following:

i. Transfer and Conveyance of Operation Rights. Applicant shall execute a document ("SMARA Operation Rights Transfer and Conveyance Agreement") transferring to the JPA and conveying from the JPA to Applicant its operation rights. The assignment and conveyance shall be deemed not to be an interest in real estate but instead to be a transfer solely for purposes of assigning primary reclamation responsibility back to Applicant for the Reliance I Quarry and Reliance II Landfill to the JPA and shall carry no other consequence other than as specifically set forth herein.

ii. Amounts Posted by Applicant. Applicant shall post financial assurances instruments in favor of the City and State in the amount of $3,500,000 million (updated on an annual basis) for Reliance I Quarry and Reliance II Landfill. Such financial assurances shall remain in place for each quarry until the quarry has been fully reclaimed in accordance with the reclamation plans for the respective quarries and then shall be fully exonerated unless there is a default. Although the City shall retain all rights to annually adjust the financial assurances amounts under SMARA section 2773.1(a)(3), the financial assurance posted by Applicant currently reflects the amounts required to reclaim the site based on the maximum depth expected to be reached. As such, any increase in the financial instruments posted by Applicant shall require an amendment to this CUP, subject to the mutual approval of City and Applicant.

iii. Termination of JPA. In the event the JPA is terminated for any reason, at least 2 years prior written notice of termination shall be given to the Applicant before such termination shall be

effective. This provision shall be included in the SMARA Operation Rights Transfer and Conveyance Agreement. During said 2 year period, the reclamation plan shall be reviewed pursuant to condition nos. 19 and 20, and revised in a manner such that the then posted financial assurances will be sufficient for reclamation.

iv. Right to Enter Site to Take Over Fill Operations: In the event of a material default in Applicant's filling operations, should the City wish to enter Applicant's site and use revenue from reclamation activity to cure the default by taking control of fill operations, the City shall first provide 60 days notice to Applicant of the intent to do so. Before implementing such measures, however, the City shall cause an impact report ("Impact Report") to be prepared analyzing the anticipated costs and benefits and impacts of the City taking over fill operations. A draft of the Impact Report shall be circulated to Applicant and other interested parties. Applicant shall have 30 days to comment on the draft. The City shall consider and respond to any comments in writing. At the City's discretion, any comments may be incorporated into the Impact Report. The City Council shall consider the Impact Report at a public hearing. If approved by the City Council, the City may take over Applicant's fill operations, receive revenue from the reclamation activity, expend such measures as addressed in the approved Impact Report, but only for as long as necessary to achieve compliance with the Reclamation Plan. When the default has been cured, Applicant shall resume its filling and other operations under the Reclamation Plan.

v. Applicant shall at all times maintain ownership and control of the Site and shall continue the conduct of refilling activity, as may be further provided in the SMARA Operation Transfer and Conveyance Agreement. However, in the event the City exercises its rights under Condition No. 21(iii) or 21(iv) above, Applicant shall give the City, its contractors and agents access to the Site so that the City may cause additional filling and reclamation to occur in accordance with these conditions. Such access shall be in accordance with Applicant's normal safety requirements and the City shall indemnify and hold Applicant harmless from any liability arising from such access, including injury or death of the employees of City, its contractors and/ or agents, unless such injury or death is caused by the negligence of Applicant.

vi. Without limitation of its other legal remedies, Applicant shall have the right to appeal to the State any decision by the City to exercise its remedies under this Condition (in accordance with the appeal provisions under SMARA Regulation Section 3650(b), referencing SMARA Section 2770(e), which authorizes an appeal to the State of a determination by a lead agency under Section 2773.1(b) that an operator is incapable of performing its reclamation obligations).

22. In the event Applicant fails to perform any obligations under the Reclamation Plans, the City shall have the right to take any action permitted under Applicable Law to compel compliance, including all equitable and legal remedies, whether specific performance, injunctive relief, or legal damages, and may impose any fines and penalties as may be permitted by law.

23. It is understood that the implementation of this CUP places unique and costly burdens on the City of Irwindale, therefore: Applicant shall be responsible for reimbursing, within thirty (30) days after the City's invoice therefore, to the City of Irwindale all actual and reasonable costs incurred by the City in enforcing, or otherwise seeing that any and all conditions of this CUP are met. Applicant shall, at the beginning of each calendar year, deposit an amount specified by the City for the above described reimbursement. Deposits in excess of actual City cost will be refunded to Applicant.

24. No storage of equipment or materials in the setbacks along the perimeter of the Site shall be permitted.

25. Applicant agrees that it shall adhere to the following requirements pertaining to the provision of preference in employment to residents of the City of Irwindale and further recognizes that such preference and continuing adherence to the requirements hereof are a material part of the approval of this permit. Nothing in this provision shall prohibit Applicant from transferring employees into Reliance Quarry or the Reliance Landfill to meet business and production needs. Furthermore, nothing in this section shall supersede any requirements that Applicant has under collective bargaining agreements. These employment preference provisions are also subject to Federal and State law as well as Union contracts.

a. Applicant shall prior to any advertisement or other announcement of positions becoming available at Applicant's facility, provide written notice to the City Manager of the City of Irwindale and the Irwindale Chamber of Commerce of all pertinent information

relative to each such position. Such information shall include, but is not limited to, minimum requirements, skills, experience and training involved for the position, whether the same if full-time, part-time or seasonal and wage or pay rate therefore.

b. Applicant shall offer the employment position in question to qualified Irwindale residents prior to offering the same to non-residents when, after all testing and screening have been completed, the Irwindale resident is as qualified for the position as the non-resident applicant. Applicant has sole discretion to determine qualifications of all applicants. All decisions are final. Resident applicants hired by Applicant are subject to all policies, procedures and practices of Applicant. Residents hired by Applicant have no preferential employment rights.

c. For the purpose of this requirement, the term "employment position" shall include training, intern and apprenticeship programs instituted or operated by Applicant.

d. Notwithstanding the provisions of subparagraph a. above, Applicant shall not be required to give two (2) weeks notice in the event a bona fide need arises, to fill the position in a lesser period of time due to an emergency. In such event, Applicant shall provide the maximum notice possible under the circumstances.

e. Applicant may, at Applicant's option and expense, prepare an employment preference program, subject to written approval by the City Council of the City of Irwindale, which preference program provides alternative methods for providing employment preference to Irwindale residents.

26. Material changes to phasing and operations shall only occur upon notification to and approval by the City and, if required by SMARA, approval of the State of California Department of Conservation.

PLANNING DEPARTMENT CONDITIONS:

Landscaping/ Fencing.

27. The Applicant shall ensure that the existing six-foot high concrete block wall along the Foothill Boulevard frontage and the chain link fencing

around the remainder of the perimeter are maintained in a satisfactory condition. The fence shall be topped per Condition of Approval No. 34 Security (e).

28. All landscaped areas will be kept in a clean condition and free of weeds and trash. All plant materials shall be kept healthy. In the event such materials are not kept in such condition, they shall be replaced with similar materials, as required by the landscape plan, within 30 days. Applicant shall revegetate inactive disturbed landscape areas at the Site. A landscape and irrigation plan shall be prepared by a licensed landscape architect for all required landscape areas. Such plan shall be submitted to the City within 120 days of approval of this CUP, and shall be subject to the review and approval by the City Engineer and Director of Planning.

29. **Landscaping Along Walls and Fences Adjacent to Foothill Boulevard.** Applicant shall install and maintain a continuous landscape strip along these perimeters west of Irwindale Avenue. This landscape strip shall consist of groundcover and self-clinging vines that are non-deciduous and have a permanent automatic irrigation system. All the required plant material to be installed shall be drought tolerant low water. The self-clinging vines shall be a minimum five gallon container and shall be planted five feet on center or as provided for in the Landscape Plan (see Condition 28) approved by the City of Irwindale. Groundcover shall be planted in quantities that ensure complete coverage within three months after planting assuming planting occurs in early spring. Such landscaping shall be installed within twelve months of approval of this CUP.

Zoning Code Changes.

30. Applicant acknowledges that the City of Irwindale may modify its Q zone to create a Quarry Overlay Zone providing mining standards applicable to the Site and other mining sites in the City pursuant to the terms of the Development Agreement.

Hours of Operation.

31. The hours of operation for the Reliance I Quarry are 24 hours per day, Monday through Saturday including holidays. Repair operations are allowed 24 hours per day, 7 days per week including holidays. The hours of operation for the Reliance II Landfill are 5:00 a.m. to 7:00 p.m. Monday through Saturday, with repair operations permitted 24hours per day, 7 days per week including holidays. Night time landfill operations for special night time demolition projects are subject to the City's prior written approval. Fill from mining operations will be subject to the Reliance I Quarry operating hours, with additional hours for that fill and for other

mining operations to be requested by Vulcan and reviewed by the City on a case by case basis, with any City approval of such request to be in writing.

Noise Control.

32. Applicant shall at all times comply with the Irwindale Municipal Code Noise Standards (as may be amended) as measured at the Site boundary. If noise impacts exceed the applicable noise standard under the Irwindale Municipal Code, Applicant shall take necessary actions and implement procedures to bring the operations into compliance with this Code.

PUBLIC WORKS DEPARTMENT CONDITIONS:

Security Plan.

33. The applicant shall, within one hundred twenty (120) days of the adoption of this CUP , prepare and submit an updated Site Management and Security Plan to the City Engineer. Such plan shall indicate how the routine business operation of the Applicant shall be conducted, shall describe security measures at the public access point which ensure that the general public is excluded from the Site and shall identify the Plant Manager who is available on a twenty-four (24) hour basis to respond to emergencies and unlawful access to the site, in addition to additional matters specified in this CUP. The City Engineer or his designee shall review and comment upon such plan within thirty (30) calendar days. Thereafter, Applicant shall have one hundred twenty (120) days to prepare a final plan that complies with such comments. Applicant shall include other relevant studies or plans required by this CUP as components of this plan, which shall also be consistent with this condition.

34. Applicant shall ensure that best management practices (BMPs) are used to eliminate risks of contamination to the groundwater and ensure the safety of the public with the implementation of the following:

Controlled Access.

(a) Restrict Site areas to authorized vehicles and equipment directly related to Applicant's operation;

(b) Place continuous security provisions to monitor and safeguard all access point to the Site;

(c) Secure all access points with locks, except at entrances during business hours.

Security.

(a) Construct and maintain in good, appropriate condition, appropriate berms in accordance with the MSHA requirement for safety berms. The design and construction of these berms shall meet the City's Drainage and Erosion Guidelines if also used to control surface runoff.

(b) Repair any damage to berms within two days of discovery.

(c) Inspect MSHA berms on a daily basis.

(d) Police Site and remove any deleterious or hazardous materials in accordance with government requirements.

(e) Secure the Site with a combination of berms, 6-foot high walls and a minimum 6-foot high chain link fence, and such fence shall be topped with an extension that is at a 45 degree angle to the Site in accordance with the Site Security Plan. This extension shall be strung with barbed wire placed to discourage entry per APWA Standards.

34. The Applicant shall, within ninety (90) days of the approval of the Reclamation Plan, prepare and submit an Emergency Plan which includes step by step remedial actions that deal with the handling of contamination to the Site. If, at any time, contamination is found to be at or above established action levels, the Applicant shall immediately notify the City and other responsible Agencies and shall take all necessary remedial actions.

Traffic and Circulation.

35. The Applicant, at its sole cost, shall implement all mitigation measures as described in the final Environmental Impact Report. A summary of these traffic improvements is listed in Exhibit "B". The improvements as described therein shall be designed and constructed to City standards and/or other applicable State and County standards pursuant to the schedule contained in Exhibit "B". All improvements shall be based on construction plans and specifications prepared by professional consultants retained by the City. The Applicant shall deposit sufficient funds to the City, based on cost estimates prepared by the City Engineer's office, prior to the City awarding contract for the design and construction services for these improvements.

36. The Applicant, at its sole cost, shall complete construction of the traffic signal modification at the intersection of Irwindale Avenue and Foothill Boulevard as shown in Exhibit "B". This improvement shall be designed and constructed in accordance with City standards and/or other State and

County standards pursuant to the schedule contained in Exhibit "B". All improvements shall be based on construction plans and specifications prepared by professional consultants retained by the City. The Applicant shall deposit sufficient funds to the City, based on public bid amount and cost estimates prepared by the City Engineer's office, prior to the City's awarding contracts for the construction services for this improvement.

Drainage/ Runoff.

37. Applicant shall comply with the City Guidelines for Drainage and Erosion Control for Open-Pit Mines during all phases of mining and reclamation of the Site to address the following:

a. Implement appropriate measures to keep surface water from flowing over the rim of the pits to avoid overtopping-induced erosion.
b. Implement appropriate measures to protect pit slopes from incident-precipitation induced erosion.
c. Implement necessary measures to protect pit slopes that are exposed to groundwater lakes and wave-lap erosion.
d. Applicant shall prepare necessary engineering plans for the implementation of measures stated above, and submit to the City for review and approval by the City Engineer within one hundred twenty day (120) days of the adoption of this CUP.

Slope Revegetation

38. Applicant shall revegetate the mine slopes in accordance with the approved Reclamation Plan for the Site in phases concurrent with ongoing mining operations on the Site as generally shown on Exhibit C hereto.

39. Should any plant material become unhealthy or die, Applicant shall replace same with equivalent materials within the next winter to spring planting season in accordance with the revegetation plan contained in the approved reclamation plan. Success of revegetation will be judged by comparing the quantified measures of vegetative cover, density, and species-richness of the reclaimed mined-lands to similar parameters of naturally occurring vegetation in the area. Successful revegetation will be deemed complete when plant cover has been established over 75 percent of the Site slopes for three consecutive years.

40. The Applicant shall grant the City a twenty (20) foot strip of land along the southerly property line of Reliance II Pit for the construction of a storm drain facility in accordance with the Development Agreement.

Air Quality/ Dust Control.

41. Air Quality Mitigation Measures - The following mitigation measures are required as Best Management Practices (BMPs) during mining operations, reclamation, and post-reclamation phases of the Proposed Project to reduce tailpipe exhaust emissions of CO, NOx, Sox, PM10, and fugitive dust. Heavy-duty diesel trucks and other mobile equipment shall be properly tuned and maintained to manufacturer's specifications to ensure minimum emissions under normal operations.

42. Applicant shall comply with all requirements of the Site's South Coast Air Quality Management District (SCAQMD) permits, including Rule 403 and 1157.

43. Within 120 days of notification by the City, all truckloads leaving the Site, except those carrying asphalt or equipment, must be covered, so as to prevent materials from spilling, blowing off, or otherwise leaving the trucks.

44. Applicant shall incorporate additional BMPs or modified BMP measures if other BMPs are adopted by ordinance or policy of the City.

45. Dust shall be controlled pursuant to the requirements of the SCAQMD Rule 403, as may be amended from time to time. A copy of the control plan, as may be amended, prepared in accordance with Rule 403, shall be provided to the City.

46. Applicant shall implement permanent necessary measures, per SCAQMD, as approved by the City Engineer, to minimize the tracking of mud and/or dirt to the public right of way. These measures shall be maintained to the satisfaction of the City Engineer.

47. The Applicant shall apply for and maintain all appropriate permits from the SCAQMD.

Water Quality.

49. Applicant shall work with the responsible parties discharging storm water to the Site to install appropriate protective measures to ensure protection of the groundwater quality from storm water runoff.

50. Applicant shall implement necessary measures to ensure protection of the groundwater quality as stated in the Main San Gabriel Basin Watermaster Resolution No 3-88-57.

51. Applicant shall prepare a Stormwater Pollution Prevention Program (SWPPP) to identify necessary measures to minimize erosion damages and water quality pollution. This SWPPP shall be in accordance with the

National Pollution Discharge Elimination System (NPDES) requirements and Irwindale Municipal Code Chapter 8.28. Applicant shall file a copy of the approved SWPPP with the City Department of Public Works within sixty (60) days of approval.

52. Applicant shall provide to the City Engineer's office all surface and groundwater testing results from samples collected from upgradient and downgradient groundwater monitoring wells at the Site. Water samples collected from the site shall be tested in accordance with the Regional Water Quality Control Board and the San Gabriel Basin Watermaster requirements.

53. Applicant shall provide to the City Engineer's office a copy of the Regional Water Quality Control Board (RWQCB) issued General Activity Certificate and/or its Spill Prevention Control and Countermeasure Plan (SPCCP) sixty (60) days after City's approval of the Reclamation Plan..

Soils.

54. Applicant shall at all times comply with the City's Technical Guidelines during all phases of mining and reclamation at the Site to ensure adequate safety of all mining slopes. "Technical Guidelines" shall be the collective term used to refer to the following standards applicable in the City for reclamation and maintenance of mining quarries, developed by the Irwindale Technical Committees, as approved December 20, 2005 by Resolution No. 2005-89-2106 of the City Council, and specifically includes any and all duly approved revisions, updates, amendments and modifications of such Guidelines:

"Guidelines for Above Water Fill", shall mean the November 23, 2005 Guidelines for Above Water Backfilling of Open-Pit Mines, Irwindale, California.

"Guidelines for Erosion Control" shall mean the July 6, 2004 Guidelines For Drainage And Erosion Control for Open-Pit Mines, Irwindale, California.

"Guidelines for Underwater Fill" shall mean the May 20, 2005 Guidelines for Underwater Backfilling of Open-Pit Mines, Irwindale, California.

"Guidelines for Slope Stability" shall mean the December 24, 2003 Guidelines for Slope Stability Analysis of Open Pit Mine Slopes, Irwindale, California.

55. Applicant shall continuously monitor all the pit slopes that are subjected to wave-lap erosion and apply the following remediation methods as required by the Guidelines: Reduce slope steepness to slope inclination not subject to wave lap erosion.
    i. Armor the slope to prevent wave lap erosion.
    ii. Implement other procedures approved by the City Engineer's office.

Reclamation.

56. Mine reclamation backfills shall be required to obtain a special grading permit for mine reclamation backfill from the City, and/or other State and County permits that may be applicable based on the various type of backfill material used for reclamation. All unpermitted backfills shall be removed, recompacted or otherwise remediated per the City's Appendix J Grading, a local amendment of the City's adoption of the grading appendix of the California Building Code.

57. Applicant shall comply with the approved Reclamation Plan for the reclamation of the Site. The reclamation phasing and timeline shall not be altered without the approval by the City and, if required, the approval of the State of California Department of Conservation.

58. Applicant shall be responsible for City's cost to monitor the reclamation activities of the Site. The Applicant shall deposit sufficient funds based on an annual cost estimate prepared by the City Engineer's office to cover the actual monitoring cost. The Applicant shall deposit this fund to the City on or before July 10th of each year. Deposits in excess of actual City cost will be refunded to the Applicant.

59. City shall have the right, after providing at least 48 hours notice to Applicant, to independently inspect and monitor the imported inert debris fill loads (for mine reclamation backfill) for the presence of any Hazardous Materials using a consultant retained by the City. The reasonable costs for such tests shall be paid by Applicant if performed no more than quarterly. Any material that is hazardous shall be removed and disposed properly in accordance with applicable State law.

60. Applicant shall not conduct any waste trash recycling operations at the Site, except as allowed under the Development Agreement.

61. No permanent waste disposal locations or tailings ponds are permitted To remain as tailings ponds upon the Site after completion of mining and reclamation.

62. Applicant shall remediate the unpermitted fill in both Reliance I Quarry and the Reliance II Landfill. The remediation of this unpermitted fill shall be included as part of the reclamation of the Site and shall be required to obtain a special grading permit for mine reclamation backfill from the City for such remediation.

63. Applicant shall be responsible for City's cost to monitor (1) the mining depth of the Reliance I Quarry and (2) the depth of Reliance II Landfill during reclamation. At a minimum, the City will conduct an annual bathymetric/ topographic survey of Reliance I Site, to the extent underwater mining is conducted, to determine whether the mined depth in the Reliance I Quarry is in compliance with the permitted depth. The Applicant shall deposit sufficient funds based on an annual cost estimate prepared by the City Engineer's office to cover the monitoring cost. The Applicant shall deposit this fund to the City on or before July 10th of each year. Deposits in excess of actual City cost will be refunded to the Applicant. Areas found to be out of compliance shall be corrected by the Applicant pursuant to a schedule and method of correction approved by the City Engineer.

64. All equipment, structures, and other facilities associated with the mining operations shall be dismantled and completely removed from the Site upon termination of mining activities, and within the timeline specified in the approved Reclamation Plan, unless otherwise approved by the City of Irwindale to remain as post-mining industrial facilities.

ENVIRONMENTAL IMPACT REPORT ("EIR") MITIGATION MEASURES:

Aesthetics:

3.1.1. The Applicant shall provide City-approved perimeter landscaping and aesthetic improvements surrounding the Reliance I Quarry and Reliance II Landfill, including Foothill Boulevard, for the duration of mining and reclamation activities.

3.1.2. The Applicant shall maintain all perimeter landscaping surrounding the Reliance I Quarry and Reliance II Landfill properties in a manner to maintain aesthetic appearance.

3.1.3. The Applicant shall provide landscaping and re-vegetation of graded areas occurring as soon as feasible after reclamation activities to reduce the potential for aesthetic impacts and minimize the potential for erosion.

Air Quality:

3.2.1 The Applicant shall utilize off-road equipment used for placing imported fill material shall be 2006 model year or later, at the Reliance I Quarry.

3.2.2. Per State requirements, on-road haul truck idling shall be limited to five (5) minutes or less by the conspicuous posting of signs near the fill area (s).

3.2.3 The Project shall comply with fugitive dust control measures in Rule 1157.

Biological Resources:

3.3.1 Where appropriate, the Applicant shall sign a Streambed Alteration Agreement (ASA) if required, prior to any direct or indirect impact to a lake or streambed, bank or channel or associated riparian resources, as required by the California Department of Fish and Game Section 1600 et seq. and outlined in the NOP comment letter.

Hydrology and Drainage:

3.5.1. The City shall implement recommended measures by the Watermaster on the types of groundwater analyses and reporting the Applicant would need to perform as part of the continued groundwater monitoring program.

Public Safety and Hazards:

3.7.1. The Applicant shall confirm with the Main San Gabriel Watermaster whether on-site generated inert material represents a landfill operation at the Reliance I Quarry requires compliance with Resolution No. 3-88-57.

3.7.2. The Applicant shall confirm with the Main San Gabriel Watermaster whether on- or off-site aggregate mined inert material used for reclamation activities requires compliance with Resolution No. 3-88-57.

Traffic and Circulation:

3.8.1. The Applicant shall construct a 400-foot dual westbound left turn pocket, a minimum 150-foot eastbound left turn pocket and a minimum 500-foot northbound right and left turn pockets at the intersection of Foothill Boulevard and Irwindale Avenue.

3.8.2 The Applicant shall be responsible for the design and construction of the modification t the traffic signal at the intersection of Foothill Boulevard and Irwindale Avenue to add a protected (eastbound) right turn phasing and any necessary striping changes required to implement this additional right turn phasing.

EXHIBIT B

REIMBURSEMENT AGREEMENT FOR OFF-SITE IMPROVEMENTS

THIS REIMBURSEMENT AGREEMENT FOR OFF-SITE IMPROVEMENTS (this "Agreement") is entered into this 24th day of February, 2021, by and between the City of Irwindale, a municipal corporation (the "City"), and CALMAT CO., a Delaware corporation, dba VULCAN MATERIALS COMPANY, WESTERN DIVISION ("Vulcan"). The City and Vulcan may be referred to collectively as the "Parties" and individually as a "Party".

RECITALS

A. WHEREAS, Vulcan owns and operates the Reliance II Landfill, consisting of an 89.6 -acre site located at 15990 Foothill Boulevard ("Reliance II Site") and the Reliance I Quarry, consisting of a 124.2 -acre sand and gravel quarry located at 16001 Foothill Boulevard ("Reliance I Site"), both in the City of Irwindale, California.

B. WHEREAS, on June 11, 2008, the City Council adopted Resolution No. 2008-29-2301, conditionally approving Conditional Use Permit ("CUP") No. 7-06, the Reclamation Plan and Financial Assurances and Ordinance No. 627 conditionally approving Development Agreement No. 2-06, which all govern the excavation, mining-activity, reclamation, and development to the Reliance I site and Reliance II Site.

C. WHEREAS, on September 24, 2008, the City Council adopted Resolution No. 2008-65-2337, granting final approval of CUP No. 7-06 and the Reclamation Plan.

D. WHEREAS, on November 8, 2017, following the initiative process, the City Council adopted Resolution No. 2017-88-2896, approving the Reliance II Specific Plan, to establish the governing land use regulations for the development of the Reliance II Site.

E. WHEREAS, since the effective date of this Agreement, Vulcan conducted, and has now completed, reclamation of the Reliance II Site, and is now preparing the Reliance II Site for development which shall be governed by the Reliance II Specific Plan.

F. WHEREAS, in January of 2021, Vulcan requested a Modification to CUP No. 7-06 to remove the Reliance II Site from the approved CUP No. 7-06 and the Reclamation Plan to reflect completion and fulfillment of the reclamation obligations of Reliance II Site ("CUP Modification No. 01-2021").

G. WHEREAS, per the conditions of the CUP No. 7-06, Vulcan is legally required, at its sole cost and expense, to construct certain off-site street improvements and traffic signal modification further described in Section 1.1 (collectively, "Public Improvements"), which have not yet been completed.

H. WHEREAS, the Parties have determined that it would be more efficient for the City, rather than Vulcan, to carry out and pursue the design and construction of the

Public Improvements, which cost is to be reimbursed to the City by Vulcan as provided herein.

I. WHEREAS, the Parties agree that, in addition to the actual costs of construction, the City shall be reimbursed by the Vulcan for all costs associated with the design, construction management, inspection, and related permit fees and costs associated with the Public Improvements.

J. WHEREAS, the Parties desire to enter into this Agreement for the following purposes: (i) to provide for the completion of the Public Improvements, (ii) to agree the City shall carry out and pursue the construction of the Public Improvements, and (iii) to require Vulcan to be responsible for paying to the City all costs incurred for the completion of the Public Improvements.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and having determined that the foregoing recitals are true and correct and should be and hereby are incorporated into this Agreement, the Parties agree as follows:

1. Public Improvement Obligations.

1.1. In connection to the Reliance II Site, Vulcan is required to complete the following Public Improvements:

(a) At the intersection of Foothill Boulevard and Irwindale Avenue, construct a 225 foot long right turn lane and a 100 foot merging lane for northbound traffic per City's Drawing No. A-1, attached hereto as Exhibit A and incorporated herein by reference.

(b) At the intersection of Foothill Boulevard and Irwindale Avenue, construct an 80 foot long right turn lane for westbound traffic per City's Drawing No. A-1, attached hereto as Exhibit A.

(c) At the intersection of Foothill Boulevard and Irwindale Avenue, construct a Traffic Signal Modification adding protected right turn phasing for eastbound and westbound traffic per City's Drawing No. A-1, attached hereto as Exhibit A.

1.2. The Public Improvements shall be designed and constructed to City standards and/or other applicable State and County standards. All Public Improvements shall be based on construction plans and specifications prepared by professional consultants retained by the City.

1.3. The Parties agree that the City, rather than Vulcan, shall initiate and pursue to completion, the design and construction of the Public Improvements, and Vulcan agrees to reimburse the City for all costs and expenses for the design, construction, construction management, inspection, and related permit fees and costs of the Public Improvements (collectively, "Public Improvement Costs").

2. Public Improvement Costs. Vulcan agrees to reimburse the City for all Public Improvement Costs.

2.1. The estimated total cost of the Public Improvements is **one million eight hundred forty-four thousand one hundred fifty-eight dollars** ($1,844,158), which includes anticipated cost of actual construction, a ten percent (10%) fee for the design of the Public Improvements, a three percent (3%) fee for permit costs and fees, a two percent (2%) project administration fee, a five percent (5%) inspection fee and a twenty percent (20%) contingency ("Estimated Public Improvement Costs"). Preliminary cost estimate sheets, itemizing the Estimated Public Improvement Costs, are attached hereto as Exhibit "B" and incorporated herein by reference (collectively, "Preliminary Cost Estimates").

2.2. Vulcan understands that Estimated Public Improvement Costs are an estimate of the actual cost, and there may be an increase in the cost of the Public Improvements including, but not limited to, an increase in prevailing wages at the time the Public Improvements are constructed. Such additional costs of the Public Improvements shall be borne by Vulcan, and shall be fully reimbursed to the City by Vulcan.

2.3. Within thirty (30) days of the City's approval of this Agreement, Vulcan shall pay to City a lump sum deposit in the full amount stated in Section 2.1 of this Agreement("Initial Deposit"), which deposit represents City's best estimate of Vulcan's ultimate obligation hereunder with respect to the Public Improvement Costs.

2.4. If City subsequently determines that the Initial Deposit is insufficient, which determination shall be based on the actual Public Improvement Costs incurred by the City hereunder, then upon receipt of twenty (20) days written notice from City, Vulcan shall pay City a lump sum deposit in the amount reasonably estimated by City to be sufficient to cover the excess (each a "Supplemental Deposit"; collectively with Initial Deposition, "Deposits"). If Vulcan does not pay the Initial Deposit per Section 2.2 above or any Supplemental Deposit when required under this Section 2.3. to City, work on the Public Improvements shall be suspended until the applicable Initial or Supplemental Deposit is made to City.

2.5. City shall provide Vulcan with a bi-annual accounting of City's use of the Deposits to pay Expenses during the term of this Agreement.

2.6. City shall refund to Vulcan any amount of Deposits that remain unexpended at the completion of the Public Improvements as well as provide Vulcan with a final accounting of City's use of the Deposits.

3. Alternative Public Improvements. The Public Improvements require the dedication to the City of appropriate rights-of-way in real property not owned by the City or Vulcan to allow for the construction or installation of the Public Improvements. In the event the City is unable to acquire the required dedication, (a) the City shall be under no obligation to consider undertaking any eminent domain proceeding, or to initiate any eminent domain proceedings, and (b) the Parties agree that the City may determine and require

alternative public improvements to address the efficiency of the subject intersection of the Public Improvement ("Alternative Public Improvements") and Vulcan shall be required to reimburse the City for all costs and expenses incurred by any Alternative Public Improvements. The provisions of this Agreement that apply to the Public Improvements shall also apply to the Alternative Public Improvements, and the Parties agree to amend this Agreement to incorporate the Alternative Public Improvements as part of this Agreement.

4. Term. This Agreement commences upon execution by both Parties ("Effective Date") and terminates on the date the Public Improvements are completed and fully paid for by Vulcan, or in the event Alternative Public Improvements are required, on the date the Alternative Public Improvements are completed and fully paid for by Vulcan.

5. Indemnification. In light of this Agreement replacing CUP No. 7-06 and the Development Agreement No. 2-06, Vulcan shall defend, indemnify and hold harmless the City, its agents, officers, consultants and employees from any claim, action or proceeding against the City or its agents, officers, consultants or employees to attack, set aside, void or annul any approval of the City, its legislative body, Planning Commission, or other advisory agencies, or administrative officers concerning this Agreement, CUP No. 7-06, CUP Modification No. 01-2021, Development Agreement No. 2-06, Amendment No. 1 to Development Agreement No. 02-06, Reclamation Plan, and related approvals, or for any damage to persons or property, losses, costs, penalties, obligations, or liabilities arising out of or in connection with Vulcan's acts or omission on the Site, whether or not such act or omission resulted or was undertaken pursuant to this Agreement, CUP No. 7-06, CUP Modification No. 01-2021, Development Agreement No. 2-06, Amendment No. 1 to Development Agreement No. 02-06, Reclamation Plan, and related approvals. The City will promptly notify Vulcan of any such claim, action or proceeding against the City and Vulcan will either undertake defense of the matter and pay the City's associated legal costs or will advance funds to pay for the defense of the matter by the City Attorney. The City may retain other counsel, but only with the consent of Vulcan, and such consent shall not be unreasonably withheld. The City shall cooperate fully in the defense of any such action. If the City fails to notify Vulcan in a timely manner of any such claim, action or proceeding, so that the City's and/or Vulcan's rights are prejudiced, Vulcan shall not, thereafter, be responsible to defend, indemnify or hold harmless the City. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without Vulcan's consent as to the City's liabilities or rights only, but the City will enter into good faith discussions with Vulcan prior to settling or abandoning the matter. Should the City settle or abandon the matter, the City shall waive the indemnification herein, except, the City's decision to settle or abandon the matter following an adverse judgment or failure to appeal shall not cause a waiver of the indemnification rights herein. At the time of the execution of this Agreement, the City has no actual knowledge of any pending or threatened claim which would result in indemnification under this condition.

5.1. Exceptions. The foregoing indemnity shall not include claims or liabilities arising from the sole or gross negligence or willful misconduct of the City, its officers, agents, or employees, who are directly responsible to the City.

5.2. Additional Coverage. Without limiting the generality of the foregoing, said indemnity shall include any liability arising by reason of:

(a) Any claim made related to CUP Modification No. 01-2021 and Amendment No. 1 to the Development Agreement No. 2-06;

(b) Any claim made by any occupant, subtenant, assignee, employee, agent, visitor, invitee, or user of any portion of the Reliance II Site;

(c) Any accident or other occurrence in or on the Reliance II Site causing injury to any person or property whatsoever;

(d) Any failure of Vulcan to comply with performance of all of the provisions of this Agreement;

(e) Vulcan's failure to prevent any employee or any invitee or any other person from entering upon or remaining in any place upon the Reliance II Site which is not safe and does not comply with all laws pertaining thereto as they may now or hereafter exist; or

(f) Any harm, delays, injuries or other damages incurred by any party as a result of any subsurface conditions on the site, including but not limited to, the presence of buried debris, hazardous materials, hydrocarbons, or any form of soil contamination.

5.3. Loss and Damage. The City shall not be liable for any damage to property of Vulcan or of others located on the Reliance II Site, nor for the loss of or damage to any property of Vulcan or of others by theft or otherwise. The City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Site, or by any other cause of whatsoever nature.

5.4. Period of Indemnification. The obligations for indemnity under this Section 5 shall begin upon the Effective Date and shall terminate upon termination of this Agreement, provided that indemnification shall apply to all claims or liabilities arising during that period even if asserted at any time thereafter.

6. General Provisions.

6.1. Binding upon Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their predecessors; successors; assigns; past, present, or future affiliated and related entities; officers; members; agents; employees; and representatives.

6.2. Notices. Any notices, bills or invoices required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Original to City:

City of Irwindale
Attention: City Manager
5050 N. Irwindale Avenue
Irwindale, CA 91706

With Copy to:

Aleshire & Wynder, LLP
18881 Von Karman Ave., Suite 1700
Irvine, CA 92612
Attn: Adrian R. Guerra

Vulcan Materials:

CALMAT CO., a Delaware corporation,
dba VULCAN MATERIALS
COMPANY, WESTERN
DIVISION
Attention: Michael Linton
500 N. Brand Boulevard,
Suite 500
Glendale, CA 91203

With Copy To:

Gresham Savage
550 E. Hospitality Lane, Suite 300
San Bernardino, CA 92408
Attn: Mark A. Ostoich

6.3. Integration. This Agreement constitutes the complete and final agreement of the parties with respect to the subject matters referred to in this Agreement. This Agreement supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, and representations of every nature whatsoever with respect to the subject matters referred to in this Agreement, all of which have become merged and finally integrated into this Agreement.

6.4. Incorporation of Attachments. All recitals and attachments to this Agreement, including all Exhibit(s) referenced herein, and all subparts thereto, are incorporated herein by this reference.

6.5. Modification. Any modification of this Agreement must be in writing and signed by all parties. No oral modifications shall be effective to vary or alter the terms of this Agreement.

6.6. No Assignment. No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by Developer without the written consent of City.

6.7. Ambiguities or Uncertainties. Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this Agreement, on the express understanding and agreement the Parties participated equally in the negotiation and preparation of the Agreement, or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code §1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

6.8. Severability. If any provision or any part of any provision of this Agreement shall, for any reason, be held invalid, unenforceable, or contrary to public policy or law, the remainder of this Agreement shall not be affected thereby, and shall continue to be value and enforceable.

6.9. Counterparts. This Agreement may be executed in counterparts, including true and accurate copies of the original, all of which, when taken together, shall be deemed one original agreement. Any executed copy shall not be binding upon any party until all parties have duly executed a copy of this Agreement.

6.10. Litigation. In the event that either party shall commence any legal action or proceeding to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for any litigation shall be Los Angeles County. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the drafting party. This Agreement shall be governed by and interpreted under the laws of the State of California.

6.11. Waiver of Terms. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

The parties have executed this Agreement on the day and year first above written.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City and Vulcan have caused this Agreement to be executed the day and year first above written.

"CITY"

CITY OF IRWINDALE, a municipal corporation

_____
H. Manual Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC

Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

"VULCAN":

CALMAT CO., a Delaware corporation, dba VULCAN MATERIALS COMPANY, WESTERN DIVISION

By:_____

Name:
Title:

By:_____

Name:
Title:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On_____ before me,_____ , Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

___ _____
___

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
___
_____
___

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

PUBLIC IMPROVEMENT OBLIGATIONS

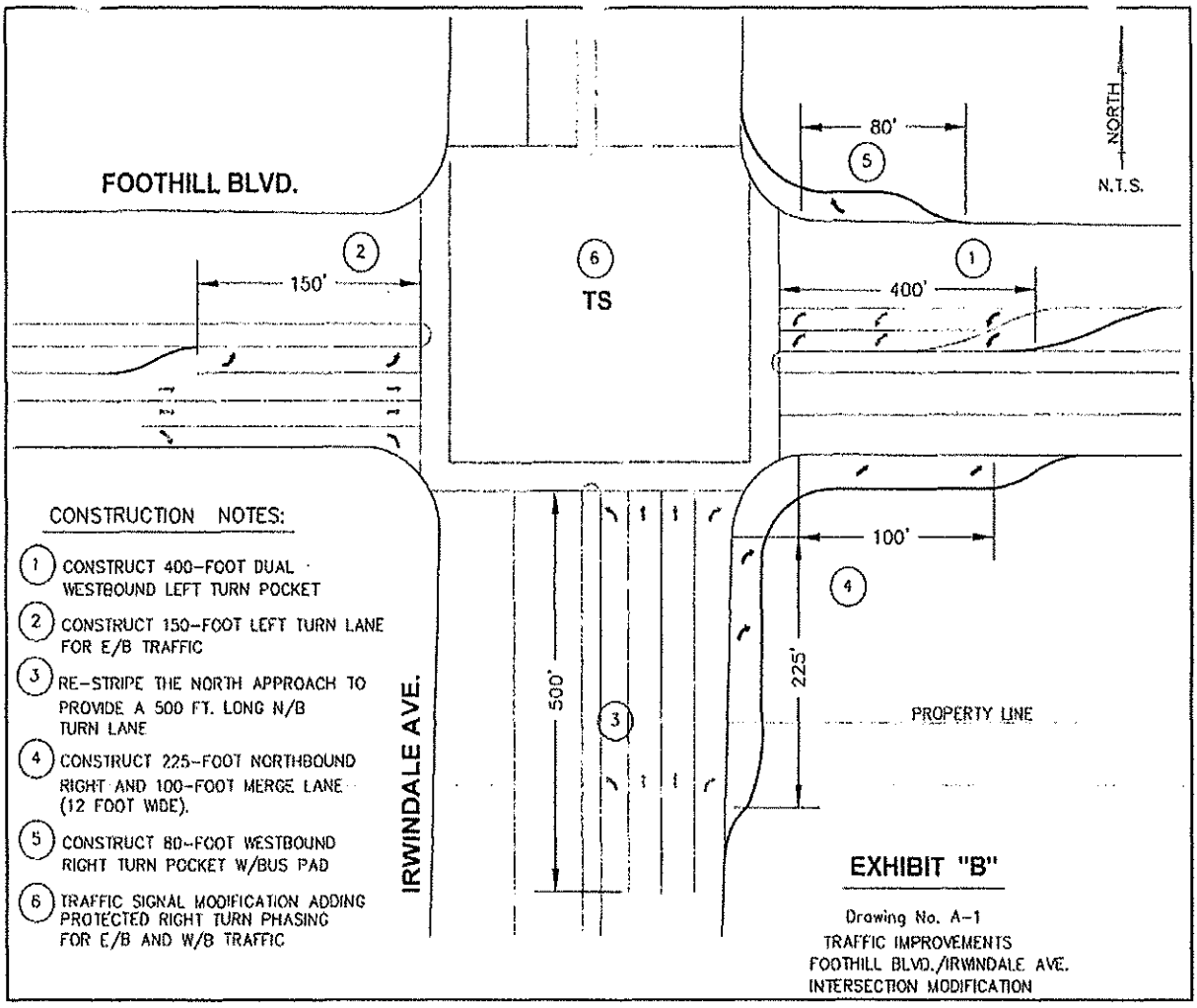


EXHIBIT B

Preliminary Cost Estimates of Public Improvements

Vulcan - Irwindale Ave. & Foothill Blvd Intersection
Cost Estimate For Outstanding Street Improvements

TOTAL COST ESTIMATE FOR OUTSTANDING STREET IMPROVEMENTS FOR IRWINDALE AVE/FOOTHILL BLVD

IMPROVEMENT ITEMS NO. 4, 5, 6		
ITEM NO.	DESCRIPTION	ESTIMATED COST
1	IMPROVEMENT #4: RIGHT TURN POCKET - IRWINDALE AVE	$1,236,788
2	IMPROVEMENT #5: RIGHT TURN POCKET - FOOTHILL BLVD	$403,536
3	IMPROVEMENT #6: TRAFFIC SIGNAL	$203,834
	TOTAL:	**$1,844,158**

Vulcan Irwindale - Irwindale Ave. Right-Turn Pockets
Cost Estimate For Street Improvements

PRELIMINARY COST ESTIMATE STREET IMPROVEMENTS FOR RIGHT-TURN POCKET ON IRWINDALE AVE

IMPROVEMENT ITEM NO. 4					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
1	8" Curb & Gutter	610	LF	$32	$19,520
2	Sidewalk (5' Wide)	2,330	SF	$10	$23,300
3	Pavement (Including Sub-Base)	6,980	SF	$10	$69,800
4	Pavement Removal	4,150	SF	$12	$49,800
5	Landscaped Area	1,100	SF	$10	$11,000
6	Utility Relocation	1	LS	$25,000	$25,000
7	Traffic Signs/Striping	1	LS	$10,000	$10,000
8	Relocate Utility Pole (Connect to Aluminum Pole)	1	LS	$600,000	$600,000
9	Miscellaneous	1	LS	$75,000	$75,000
				Subtotal:	**$883,420**
				Design (10%):	**$88,342**
				Permits & Fees (3%):	**$26,503**
				Project Administration (2%):	**$17,668**
				Inspection (5%):	**$44,171**
				Contingency (20%):	**$176,684**
				TOTAL:	**$1,236,788**

EXHIBIT B (con't)

Preliminary Cost Estimates of Public Improvements

Vulcan Irwindale - Foothill Blvd. Right-Turn Pockets
Cost Estimate For Street Improvements

PRELIMINARY COST ESTIMATE
STREET IMPROVEMENTS FOR RIGHT-TURN POCKET ON FOOTHILL BLVD

IMPROVEMENT ITEM NO. 5					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
1	8" Curb & Gutter	270	LF	$32	$8,640
2	Sidewalk (5' Wide)	1,040	SF	$10	$10,400
3	Pavement (Including Sub-Base)	2,420	SF	$10	$24,200
4	Pavement Removal	1,500	SF	$12	$18,000
5	Landscaped Area	700	SF	$10	$7,000
6	Utility Relocation	1	LS	$10,000	$10,000
7	Traffic Signs/Striping	1	LS	$5,000	$5,000
8	Relocate Utility Pole	1	LS	$150,000	$150,000
9	Miscellaneous	1	LS	$55,000	$55,000
				Subtotal:	**$288,240**
				Design (10%):	**$28,824**
				Permits & Fees (3%):	**$8,647**
				Project Administration (2%):	**$5,765**
				Inspection (5%):	**$14,412**
				Contingency (20%):	**$57,648**
				TOTAL:	**$403,536**

Vulcan Irwindale - Traffic Signal Modification
Cost Estimate For Street Improvements

PRELIMINARY COST ESTIMATE
TRAFFIC SIGNAL MODIFICATION AT INTERSECTION OF FOOTHILL BLVD. & IRWINDALE AVE.

IMPROVEMENT ITEM NO. 6					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
1	Traffic Signal Modification	1	LS	$145,596	$145,596
				Subtotal:	**$145,596**
				Design (10%):	**$14,560**
				Permits & Fees (3%):	**$4,368**
				Project Administration (2%):	**$2,912**
				Inspection (5%):	**$7,280**
				Contingency (20%):	**$29,119**
				TOTAL:	**$203,834**

ATTACHMENT B

ORDINANCE NO. 755

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 02-06

A. RECITALS.

WHEREAS, on September 24, 2008, the City Council approved Ordinance No. 627, which authorized the Development Agreement No. 02-06 between the City and the Applicant, Calmat Co. dba as Vulcan Materials Company ("VMC"), entitled "Development Agreement for Reliance I Quarry and Reliance II Landfill" ("Development Agreement"); and

WHEREAS, the Development Agreement governs excavation, mining-activity, reclamation, and development of the Reliance I Quarry site and Reliance II Landfill site, which are owned and operated by VMC;

WHEREAS, since the effective date of the Development Agreement, VMC conducted, and has now completed, reclamation of the Reliance II Landfill site;

WHEREAS, on or about November 8, 2017, following the initiative process, the City Council adopted the Reliance II Specific Plan to establish the governing land use regulations for the development of the Reliance II Landfill site;

WHEREAS, by the proposed amendment to the Development Agreement ("Amendment"), the City and VMC desire to amend the Development Agreement to reflect that reclamation of the Reliance II Landfill site has been completed and development of the Reliance II Landfill site shall be governed by the land use regulations of the Reliance II Specific Plan;

WHEREAS, pursuant to Government Code Section 65868 and Section 9.0 of the Development Agreement, City and VMC may amend the Development Agreement only after notice of the amendment has been provided and the Planning Commission and City Council hold public hearings regarding the amendment;

WHEREAS, on February 3, 2021, the Planning Commission found that this Ordinance and the Amendment will allow the City to better regulate the Reliance II Landfill site and allow VMC to diligently complete the Reliance II Landfill site project and recommended that the City Council adopt Ordinance No. 755;

WHEREAS, on February 24, 2021, the Irwindale City Council found that Ordinance No. 755 and Amendment No. 1 to DA No. 02-06 will allow the City to better regulate the Reliance II Landfill site and allow VMC to complete the Reliance II Landfill site project;

WHEREAS, the City finds and determines that all actions required of City precedent to approval of this Amendment by this Ordinance of the City Council have been duly and regularly taken; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

B. ORDINANCE.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby specifically finds that all of the facts set forth in Recitals of this Resolution are true and correct.

SECTION 2. The City Council finds that: (a) the Amendment is consistent with the general plan and any applicable specific plan; and (b) the Amendment does not change the proposed use which is consistent with the land use designation.

SECTION 3. The City Council does hereby find that the Project is Categorically Exempt from the provisions of CEQA pursuant to Section 15061(b)(3), which consist of projects that have no possibility for causing a significant effect on the environment. The proposed amendment terminates VMC's rights and obligation under the Development Agreement pertaining to the Reliance II Site, and therefore, there is no potential for an effect on the environment.

SECTION 4. Based on the above finding, the City Council approves the adoption of this Ordinance approving Amendment No. 1 to the Development Agreement No. 02-06, attached hereto as Exhibit "A", and incorporated herein by reference, to provide:

a. From and after the effective date of Amendment No. 1, the Development Agreement is terminated regarding the Reliance II Landfill site and shall no longer have any force or effect as to the Reliance II Landfill site; and

b. The termination of the Development Agreement as to the Reliance II Landfill site shall have no effect on, or invalidate, any actions taken by the City and/or Vulcan in accordance with or in furtherance of the Development Agreement prior to the effective date of Amendment No. 1; and

c. Land use and development regulations for the Reliance II Landfill site shall be governed the Reliance II Specific Plan, as may be amended from time to time.

SECTION 5. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or

more sections, subsections, sentences, clauses or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 6. The City Clerk shall certify to the passage and adoption of this ordinance; and forthwith prepare a certified copy of this ordinance to be submitted to the Court in compliance with the writs of mandate.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this 24th day of February 2021.

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY OF IRWINDALE
COUNTY OF LOS ANGELES } ss.
STATE OF CALIFORNIA

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Ordinance No. 755 was duly introduced by the City Council of the City of Irwindale, at a regular meeting held on the 24th day of February 2021, and was duly approved and adopted on second reading at its regular meeting held on the 10th day of March 2021, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

EXHIBIT A-1

AMENDMENT NO. 1
TO DEVELOPMENT AGREEMENT FOR
RELIANCE I QUARRY AND RELIANCE II LANDFILL

This **AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT FOR RELIANCE I QUARRY AND RELIANCE II LANDFILL ("Amendment No. 1")** is entered into as of _____, 2021, by and between the City of Irwindale, a municipal corporation (the "City"), and CALMAT CO., a Delaware corporation, dba VULCAN MATERIALS COMPANY, WESTERN DIVISION ("Vulcan"). The City and Vulcan may be referred to collectively as the "Parties" and individually as a "Party".

RECITALS

A. On September 24, 2008, the Parties entered into that agreement entitled "Development Agreement for Reliance I Quarry and Reliance II Landfill", which was recorded on December 2, 2008 as Instrument No. 2008-2118284 of Official Records (the "Agreement").

B. The Agreement governs excavation, mining-activity, reclamation, and development of the Reliance I Quarry site and Reliance II Landfill site, which are owned and operated by Vulcan.

C. Since the effective date of the Agreement, Vulcan conducted, and has now completed, reclamation of the Reliance II Landfill site.

D. On or about November 8, 2017, following the initiative process, the City Council adopted the Reliance II Specific Plan to establish the governing land use regulations for the development of the Reliance II Landfill site.

E. By this Amendment No. 1, the Parties desire to amend the Agreement to reflect that reclamation of the Reliance II Landfill site has been completed and development of the Reliance II Landfill site shall be governed by the land use regulations of the Reliance II Specific Plan; therefore, the Agreement shall have no further force or effect as to the Reliance II Landfill site.

TERMS

1. **Amendments to Agreement.** The Agreement is amended as provided herein:

a. From and after the effective date of Amendment No. 1, the Agreement is terminated regarding the Reliance II Landfill site and shall no longer have any force or effect as to the Reliance II Landfill site, which is more particularly legally described in Exhibit A hereto and depicted in Exhibit B.

b. The termination of the Agreement as to the Reliance II Landfill site shall have no effect on, or invalidate, any actions taken by the City and/or Vulcan in accordance with or in furtherance of the Agreement prior to the effective date of Amendment No. 1.

c. Land use and development regulations for the Reliance II Landfill site shall be governed the Reliance II Specific Plan, as may be amended from time to time.

2. Continuing Effect of Agreement on Reliance I Quarry Site. Except as amended by this Amendment No. 1, all provisions of the Agreement, as amended by Amendment No. 1, shall remain unchanged and in full force and effect regarding the Reliance I Quarry site. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Vulcan each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

4. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. Authority. The persons executing this Amendment No. 1 on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of the Agreement, as amended and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:

CITY OF IRWINDALE,
a California municipal corporation

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

VULCAN:

CALMAT CO., a Delaware corporation,
dba VULCAN MATERIALS COMPANY,
WESTERN DIVISION

By:_____

Name:

_____

Title:

_____

Exhibit A

PARCEL "A":

THAT PORTION OF LOT 3, IN SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED SOUTHERLY BY THE NORTHERLY BOUNDARY OF PARCEL 1A OF THE LAND DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION ENTERED IN COUNTY OF LOS ANGELES SUPERIOR COURT CASE NO. 898 645 A CERTIFIED COPY OF WHICH WAS RECORDED ON JULY 29, 1968 AS INSTRUMENT NO. 3408 IN BOOK D4082 PAGE 240 OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL "B":

THAT PORTION OF LOT 6, IN SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED NORTHERLY BY THE CENTER LINE OF FOOTHILL BOULEVARD 100 FEET WIDE, AS PER DEED RECORDED IN BOOK 7154 PAGE 280 OF OFFICIAL RECORDS OF SAID COUNTY AND RECORDED IN BOOK 7134, PAGE 165 OF SAID OFFICIAL RECORDS.

PARCEL "C":

THAT PORTION OF LOT 7, IN SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED SOUTHERLY BY THE NORTHERLY LINE OF PARCEL 1A OF THE LAND DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION ENTERED IN COUNTY OF LOS ANGELES SUPERIOR COURT CASE NO. 898 645 A CERTIFIED COPY OF WHICH WAS RECORDED ON JULY 29, 1968 AS INSTRUMENT NO. 3408 IN BOOK D4082 PAGE 240 OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL "D":

THAT PORTION OF LOT 15, IN SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED SOUTHERLY AND EASTERLY BY THE NORTHERLY AND WESTERLY BOUNDARIES OF PARCELS 1A AND 1H RESPECTIVELY OF THE LAND DESCRIBED IN THAT

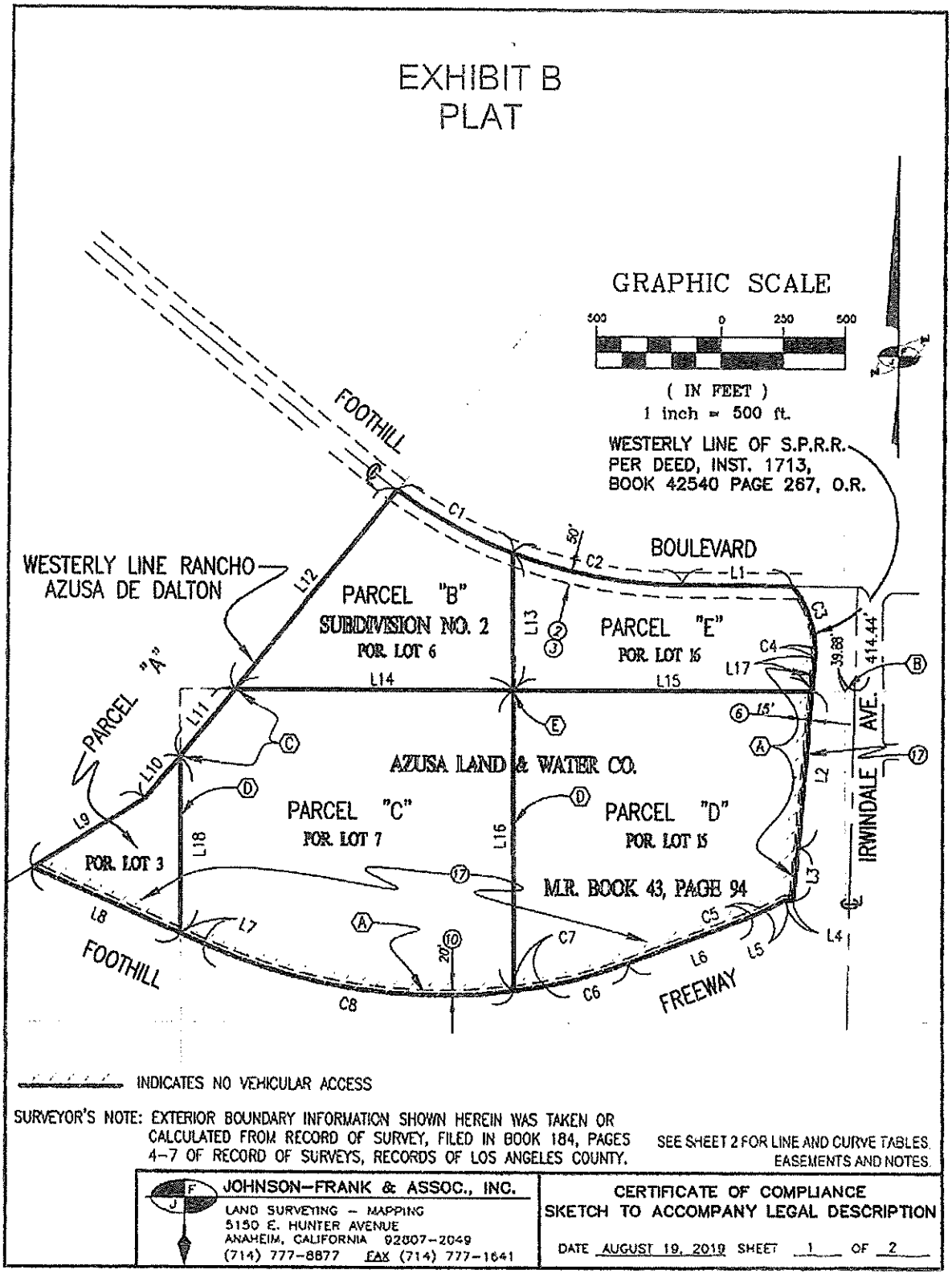
CERTAIN FINAL ORDER OF CONDEMNATION ENTERED IN COUNTY OF LOS ANGELES SUPERIOR COURT CASE NO. 898 645 A CERTIFIED COPY OF WHICH WAS RECORDED ON JULY 29, 1968 AS INSTRUMENT NO. 3408 IN BOOK D4082, PAGE 240 OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL "E""

THAT PORTION OF LOT 16, IN SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED NORTHERLY BY THE CENTER LINE OF FOOTHILL BOULEVARD 100 FEET WIDE, AS PER DEED RECORDED IN BOOK 7154, PAGE 280 OF OFFICIAL RECORDS OF SAID COUNTY AND RECORDED IN BOOK 7134, PAGE 165 OF OFFICIAL RECORDS OF SAID COUNTY, BOUNDED EASTERLY BY THE WESTERLY BOUNDARIES OF PARCEL 1H OF THE LAND DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION ENTERED IN COUNTY OF LOS ANGELES SUPERIOR COURT CASE NO. 898 645, A CERTIFIED COPY OF WHICH WAS RECORDED ON JULY 29, 1968 AS INSTRUMENT NO. 3408 IN BOOK D4082, PAGE 240 OF SAID OFFICIAL RECORDS, AND ALSO BOUNDED EASTERLY BY THE WESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO SOUTHERN PACIFIC RAILROAD COMPANY RECORDED AUGUST 25, 1953 AS INSTRUMENT NO. 1713, IN BOOK 42540, PAGE 267 OF SAID OFFICIAL RECORDS.

AFOREMENTIONED PARCELS "A," "B," "C," "D," AND "E," TAKEN AS A WHOLE, ARE DESCRIBED AND DEPICTED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE NO. 01-2019 RECORDED NOVEMBER 18, 2019 AS INSTRUMENT NO. 20191255285 OF OFFICIAL RECORDS.

EXHIBIT B
PLAT



INDICATES NO VEHICULAR ACCESS

SURVEYOR'S NOTE: EXTERIOR BOUNDARY INFORMATION SHOWN HEREIN WAS TAKEN OR CALCULATED FROM RECORD OF SURVEY, FILED IN BOOK 184, PAGES 4-7 OF RECORD OF SURVEYS, RECORDS OF LOS ANGELES COUNTY.

SEE SHEET 2 FOR LINE AND CURVE TABLES, EASEMENTS AND NOTES.

JOHNSON-FRANK & ASSOC., INC.
LAND SURVEYING - MAPPING
5150 E. HUNTER AVENUE
ANAHEIM, CALIFORNIA 92807-2049
(714) 777-8877 FAX (714) 777-1641

CERTIFICATE OF COMPLIANCE
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

DATE AUGUST 19, 2019 SHEET 1 OF 2

ATTACHMENT C

REIMBURSEMENT AGREEMENT FOR OFF-SITE IMPROVEMENTS

THIS REIMBURSEMENT AGREEMENT FOR OFF-SITE IMPROVEMENTS (this "Agreement") is entered into this _____ day of February, 2021, by and between the City of Irwindale, a municipal corporation (the "City"), and CALMAT CO., a Delaware corporation, dba VULCAN MATERIALS COMPANY, WESTERN DIVISION ("Vulcan"). The City and Vulcan may be referred to collectively as the "Parties" and individually as a "Party".

RECITALS

A. WHEREAS, Vulcan owns and previously operated the Reliance II Landfill, consisting of an 89.6-acre site located at 15990 Foothill Boulevard ("Reliance II Site") and owns and currently operates the Reliance I Quarry, consisting of a 124.2 -acre sand and gravel quarry located at 16001 Foothill Boulevard ("Reliance I Site"), both in the City of Irwindale, California .

B. WHEREAS, on June 11, 2008, the City Council adopted Resolution No. 2008-29-2301, conditionally approving Conditional Use Permit ("CUP") No. 7-06, the Reclamation Plan and Financial Assurances and Ordinance No. 627 conditionally approving Development Agreement No. 2-06, which all govern the excavation, mining-activity, reclamation, and development to the Reliance I Site and Reliance II Site.

C. WHEREAS, on September 24, 2008, the City Council adopted Resolution No. 2008-65-2337, granting final approval of CUP No. 7-06 and the Reclamation Plan.

D. WHEREAS, on November 8, 2017, following the initiative process, the City Council adopted Resolution No. 2017-88-2896, approving the Reliance II Specific Plan, to establish the governing land use regulations for the development of the Reliance II Site.

E. WHEREAS, since that time, Vulcan conducted, and has now completed, reclamation of the Reliance II Site, and is now preparing the Reliance II Site for development which shall be governed by the Reliance II Specific Plan.

F. WHEREAS, in January of 2021, Vulcan requested a Modification to CUP No. 7-06 to remove the Reliance II Site from approved CUP No. 7-06 and the Reclamation Plan to reflect completion and fulfillment of the reclamation obligations of Reliance II Site ("CUP Modification No. 01-2021").

G. WHEREAS, per the conditions of CUP No. 7-06, Vulcan is legally required, at its sole cost and expense, to construct certain off-site street improvements

and traffic signal modification further described in Section 1.1 (collectively, "Public Improvements"), which have not yet been completed.

H. WHEREAS, the Parties have determined that it would be more efficient for the City, rather than Vulcan, to carry out and pursue the design and construction of the Public Improvements, which cost is to be reimbursed to the City by Vulcan as provided herein.

I. WHEREAS, the Parties agree that, in addition to the actual costs of construction, the City shall be reimbursed by the Vulcan for all costs associated with the design, construction management, inspection, and related permit fees and costs associated with the Public Improvements.

J. WHEREAS, the Parties desire to enter into this Agreement for the following purposes: (i) to provide for the completion of the Public Improvements, (ii) to agree that the City shall carry out and pursue the construction of the Public Improvements, and (iii) to require Vulcan to be responsible for paying to the City all costs incurred for the completion of the Public Improvements.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and having determined that the foregoing recitals are true and correct and should be and hereby are incorporated into this Agreement, the Parties agree as follows:

1. Public Improvement Obligations.

1.1. In connection to the Reliance II Site, Vulcan is required to complete the following Public Improvements:

(a) At the intersection of Foothill Boulevard and Irwindale Avenue, construct a 225 foot long right turn lane and a 100 foot merging lane for northbound traffic per City's Drawing No. A-1, attached hereto as Exhibit A and incorporated herein by reference.

(b) At the intersection of Foothill Boulevard and Irwindale Avenue, construct an 80 foot long right turn lane for westbound traffic per City's Drawing No. A-1, attached hereto as Exhibit A.

(c) At the intersection of Foothill Boulevard and Irwindale Avenue, construct a Traffic Signal Modification adding protected right turn phasing for eastbound and westbound traffic per City's Drawing No. A-1, attached hereto as Exhibit A.

1.2. The Public Improvements shall be designed and constructed to City standards and/or other applicable State and County standards. All Public Improvements shall be based on construction plans and specifications prepared by professional consultants retained by the City.

1.3. The Parties agree that the City, rather than Vulcan, shall initiate and pursue to completion, the design and construction of the Public Improvements, and Vulcan agrees to reimburse the City for all costs and expenses for the design, construction, construction management, inspection, and related permit fees and costs of the Public Improvements (collectively, "Public Improvement Costs").

2. Public Improvement Costs. Vulcan agrees to reimburse the City for all Public Improvement Costs.

2.1. The estimated total cost of the Public Improvements is **one million eight hundred forty-four thousand one hundred fifty-eight dollars** ($1,844,158), which includes anticipated costs of actual construction, a ten percent (10%) fee for the design of the Public Improvements, a three percent (3%) fee for permit costs and fees, a two percent (2%) project administration fee, a five percent (5%) inspection fee and a twenty percent (20%) contingency ("Estimated Public Improvement Costs"). Preliminary cost estimate sheets, itemizing the Estimated Public Improvement Costs, are attached hereto as Exhibit "B" and incorporated herein by reference (collectively, "Preliminary Cost Estimates").

2.2. Vulcan understands that Estimated Public Improvement Costs are an estimate of the actual cost, and there may be an increase in the cost of the Public Improvements including, but not limited to, an increase in prevailing wages at the time the Public Improvements are constructed. Such additional costs of the Public Improvements shall be borne by Vulcan, and shall be fully reimbursed to the City by Vulcan. Notwithstanding the foregoing, the City shall make diligent efforts to construct the Public Improvements in a cost effective and efficient manner.

2.3. Within thirty (30) days of the City's approval of this Agreement, Vulcan shall pay to the City a lump sum deposit in the full amount stated in Section 2.1 of this Agreement("Initial Deposit"), which deposit represents the City's best estimate of Vulcan's ultimate obligation hereunder with respect to the Public Improvement Costs. On receipt of the Initial Deposit, the City shall deposit such amount in an interest bearing account at a reputable bank or other financial institution and hold both the Initial Deposit and all accrued interest thereon for Vulcan's account pursuant to this Agreement.

2.4. If the City subsequently determines that the Initial Deposit and accrued interest are insufficient, which determination shall be based on the actual Public Improvement Costs incurred by the City hereunder, then upon receipt of twenty (20) days written notice from the City, Vulcan shall pay the City a lump sum deposit in the amount reasonably estimated by the City to be sufficient to cover the excess (each a "Supplemental Deposit"; collectively with Initial Deposition, "Deposits"). If Vulcan does not pay the Initial Deposit per Section 2.2 above or any Supplemental Deposit when required under this Section 2.3. to the City, work on the Public Improvements shall be suspended until the applicable Initial or Supplemental Deposit is made to the City.

2.5. The City shall provide Vulcan with a bi-annual accounting of the City's use of the Deposits to pay Expenses during the term of this Agreement.

2.6. The City shall refund to Vulcan any amount of Deposits that remain unexpended at the completion of the Public Improvements as well as provide Vulcan with a final accounting of the City's use of the Deposits.

3. Alternative Public Improvements. The Public Improvements require the dedication to the City of appropriate rights-of-way in real property not owned by the City or Vulcan to allow for the construction or installation of the Public Improvements. In the event the City is unable to acquire the required dedication after making diligent, good faith efforts to do so, (a) the City shall be under no obligation to consider undertaking any eminent domain proceeding, or to initiate any eminent domain proceedings, and (b) the Parties agree that the City may determine and require alternative public improvements to address the efficiency of the subject intersection of the Public Improvement ("Alternative Public Improvements") and Vulcan shall be required to reimburse the City for all costs and expenses incurred by any Alternative Public Improvements to a maximum amount of the Deposits. The provisions of this Agreement that apply to the Public Improvements shall also apply to the Alternative Public Improvements, and the Parties agree to amend this Agreement to incorporate the Alternative Public Improvements as part of this Agreement.

4. Term. This Agreement commences upon execution by both Parties ("Effective Date") and terminates on the date the Public Improvements are completed and fully paid for by Vulcan, or in the event Alternative Public Improvements are required, on the date the Alternative Public Improvements are completed and fully paid for by Vulcan.

5. Indemnification. In light of this Agreement replacing CUP No. 7-06 and the Development Agreement No. 2-06, Vulcan shall defend, indemnify and hold harmless the City, its agents, officers, consultants and employees from any claim, action or proceeding against the City or its agents, officers, consultants or employees to attack, set aside, void or annul any approval of the City, its legislative body, Planning Commission, or other advisory agencies, or administrative officers concerning this Agreement, CUP No. 7-06, CUP Modification No. 01-2021, Development Agreement No. 2-06, Amendment No. 1 to Development Agreement No. 02-06, Reclamation Plan, and related approvals, or for any damage to persons or property, losses, costs, penalties, obligations, or liabilities arising out of or in connection with Vulcan's acts or omission on the Reliance II Site, whether or not such act or omission resulted or was undertaken pursuant to this Agreement, CUP No. 7-06, CUP Modification No. 01-2021, Development Agreement No. 2-06, Amendment No. 1 to Development Agreement No. 02-06, Reclamation Plan, and related approvals. The City will promptly notify Vulcan of any such claim, action or proceeding against the City and Vulcan will either undertake defense of the matter and pay the City's associated legal costs or will advance funds to pay for the defense of the matter by the City Attorney. The City may retain other counsel, but only with the consent of Vulcan, and such consent shall not be unreasonably withheld. The City shall cooperate fully in the defense of any such action.

If the City fails to notify Vulcan in a timely manner of any such claim, action or proceeding, so that the City's and/or Vulcan's rights are prejudiced, Vulcan shall not, thereafter, be responsible to defend, indemnify or hold harmless the City. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without Vulcan's consent as to the City's liabilities or rights only, but the City will enter into good faith discussions with Vulcan prior to settling or abandoning the matter. Should the City settle (with Vulcan's prior consent, which shall not be unreasonably withheld) or abandon the matter, the City shall waive the indemnification herein, except, the City's decision to settle or abandon the matter following an adverse judgment or failure to appeal shall not cause a waiver of the indemnification rights herein. At the time of the execution of this Agreement, the City has no actual knowledge of any pending or threatened claim which would result in indemnification under this condition.

5.1. Exceptions. The foregoing indemnity shall not include claims or liabilities arising from the sole or gross negligence or willful misconduct of the City, its officers, agents, or employees, who are directly responsible to the City.

5.2. Additional Coverage. Without limiting the generality of the foregoing, said indemnity shall include any liability arising by reason of:

(a) Any claim made related to CUP Modification No. 01-2021 and Amendment No. 1 to the Development Agreement No. 2-06;

(b) Any claim made by any occupant, subtenant, assignee, employee, agent, visitor, invitee, or user of any portion of the Reliance II Site;

(c) Any accident or other occurrence in or on the Reliance II Site causing injury to any person or property whatsoever;

(d) Any failure of Vulcan to comply with performance of all of the provisions of this Agreement;

(e) Vulcan's failure to prevent any employee or any invitee or any other person from entering upon or remaining in any place upon the Reliance II Site which is not safe and does not comply with all laws pertaining thereto as they may now or hereafter exist; or

(f) Any harm, delays, injuries or other damages incurred by any party as a result of any subsurface conditions on the Reliance II Site, including but not limited to, the presence of buried debris, hazardous materials, hydrocarbons, or any form of soil contamination.

5.3. Loss and Damage. The City shall not be liable for any damage to property of Vulcan or of others located on the Reliance II Site, nor for the loss of or damage to any property of Vulcan or of others by theft or otherwise. The City shall

not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Reliance II Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Reliance II Site, or by any other cause of whatsoever nature.

5.4. Period of Indemnification. The obligations for indemnity under this Section 5 shall begin upon the Effective Date and shall terminate upon termination of this Agreement, provided that indemnification shall apply to all claims or liabilities arising during that period even if asserted at any time thereafter.

6. General Provisions.

6.1. Binding upon Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their predecessors; successors; assigns; past, present, or future affiliated and related entities; officers; members; agents; employees; and representatives.

6.2. Notices. Any notices, bills or invoices required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Original to City:
City of Irwindale
Attention: City Manager
5050 N. Irwindale
Avenue
Irwindale, CA 91706

With Copy to:
Aleshire & Wynder, LLP
18881 Von Karman Ave., Suite 1700
Irvine, CA 92612
Attn: Adrian R. Guerra

Vulcan:
CALMAT CO., a Delaware corporation,
dba VULCAN MATERIALS
COMPANY, WESTERN
DIVISION

Attention: Michael Linton
500 N. Brand Boulevard,
Suite 500
Glendale, CA 91203

With Copy To:

Gresham Savage Nolan & Tilden
550 E. Hospitality Lane, Suite 300
San Bernardino, CA 92408
Attn: Mark A. Ostoich

6.3. Integration. This Agreement constitutes the complete and final agreement of the parties with respect to the subject matters referred to in this Agreement. This Agreement supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, and representations of every nature whatsoever with respect to the subject matters referred to in this Agreement, all of which have become merged and finally integrated into this Agreement.

6.4. Incorporation of Attachments. All recitals and attachments to this Agreement, including all Exhibit(s) referenced herein, and all subparts thereto, are incorporated herein by this reference.

6.5. Modification. Any modification of this Agreement must be in writing and signed by all parties. No oral modifications shall be effective to vary or alter the terms of this Agreement.

6.6. No Assignment. No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by Developer without the written consent of the City.

6.7. Ambiguities or Uncertainties. Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this Agreement, on the express understanding and agreement the Parties participated equally in the negotiation and preparation of the Agreement, or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code §1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

6.8. Severability. If any provision or any part of any provision of this Agreement shall, for any reason, be held invalid, unenforceable, or contrary to public policy or law, the remainder of this Agreement shall not be affected thereby, and shall continue to be value and enforceable.

6.9. Counterparts. This Agreement may be executed in counterparts, including true and accurate copies of the original, all of which, when taken together, shall be deemed one original agreement. Any executed copy shall not be binding upon any party until all parties have duly executed a copy of this Agreement. Facsimile or electronic signatures may be used in place of original signatures. The Parties intend to be bound by the signatures on any facsimile or electronic document and hereby waive any defenses to the enforcement of the terms of this Agreement based on the use of a facsimile or electronic signature; provided, however, that the Parties hereby agree to execute and provide to each other original signatures, upon request made by either Party to the other.

6.10. Litigation. In the event that either party shall commence any legal action or proceeding to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for any litigation shall be Los Angeles County. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the drafting party. This Agreement shall be governed by and interpreted under the laws of the State of California.

6.11. Waiver of Terms. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

The parties have executed this Agreement on the day and year first above written.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City and Vulcan have caused this Agreement to be executed the day and year first above written.

"CITY"

CITY OF IRWINDALE, a municipal corporation

_____
H. Manual Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

"VULCAN":

CALMAT CO., a Delaware corporation, dba VULCAN MATERIALS COMPANY, WESTERN DIVISION

By:_____

Name: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On_____ before me,_____ , Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

EXHIBIT A

PUBLIC IMPROVEMENT OBLIGATIONS

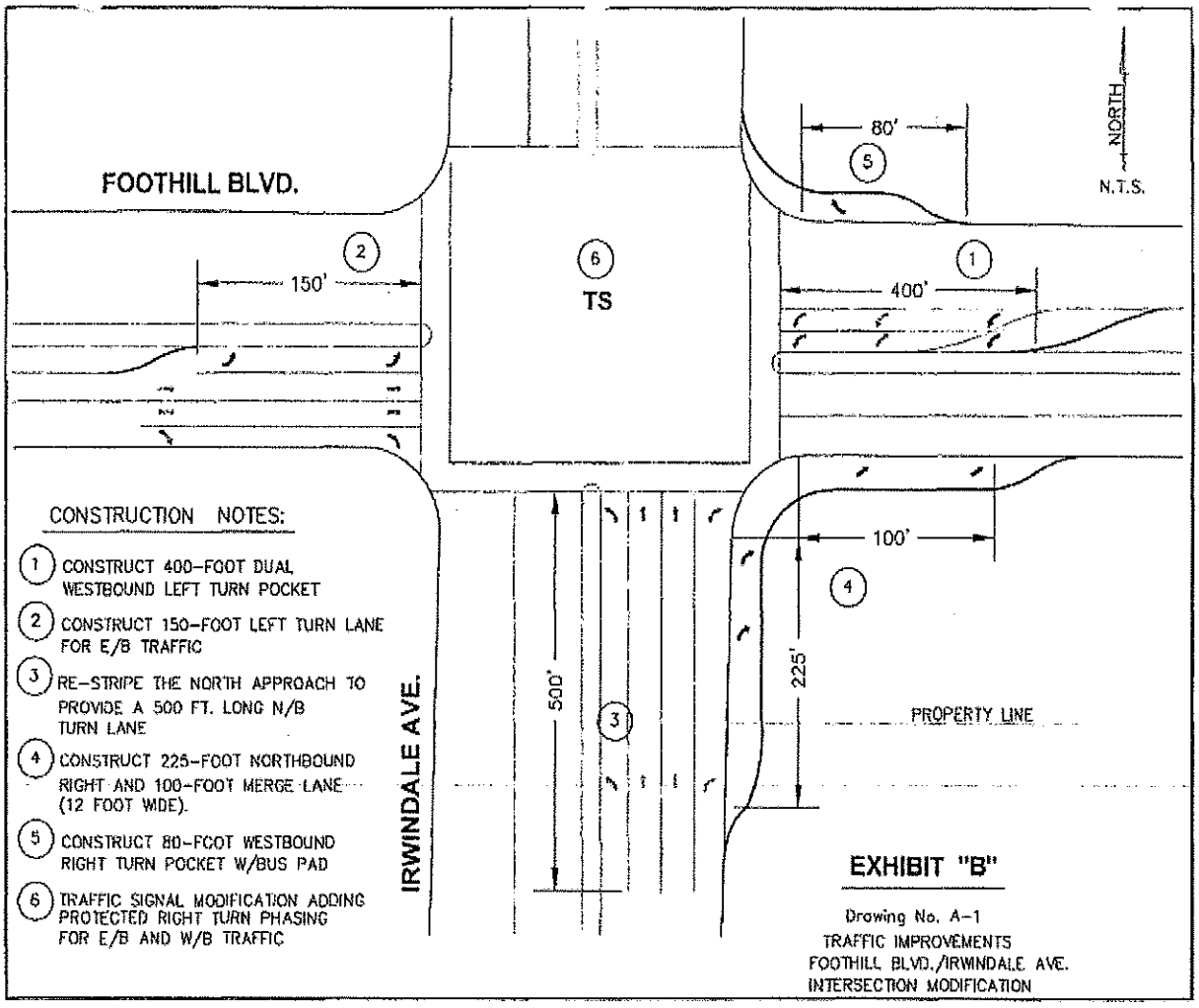


EXHIBIT B

Preliminary Cost Estimates of Public Improvements

Vulcan - Irwindale Ave. & Foothill Blvd Intersection
Cost Estimate For Outstanding Street Improvements

TOTAL COST ESTIMATE FOR OUTSTANDING STREET IMPROVEMENTS FOR IRWINDALE AVE/FOOTHILL BLVD

IMPROVEMENT ITEMS NO. 4, 5, 6		
ITEM NO.	DESCRIPTION	ESTIMATED COST
1	IMPROVEMENT #4: RIGHT TURN POCKET - IRWINDALE AVE	$1,236,788
2	IMPROVEMENT #5: RIGHT TURN POCKET - FOOTHILL BLVD	$403,536
3	IMPROVEMENT #6: TRAFFIC SIGNAL	$203,834
	TOTAL:	**$1,844,158**

Vulcan Irwindale - Irwindale Ave. Right-Turn Pockets
Cost Estimate For Street Improvements

PRELIMINARY COST ESTIMATE STREET IMPROVEMENTS FOR RIGHT-TURN POCKET ON IRWINDALE AVE

IMPROVEMENT ITEM NO. 4					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
1	8" Curb & Gutter	610	LF	$32	$19,520
2	Sidewalk (5' Wide)	2,330	SF	$10	$23,300
3	Pavement (Including Sub-Base)	6,980	SF	$10	$69,800
4	Pavement Removal	4,150	SF	$12	$49,800
5	Landscaped Area	1,100	SF	$10	$11,000
6	Utility Relocation	1	LS	$25,000	$25,000
7	Traffic Signs/Striping	1	LS	$10,000	$10,000
8	Relocate Utility Pole (Connect to Aluminum Pole)	1	LS	$600,000	$600,000
9	Miscellaneous	1	LS	$75,000	$75,000
				Subtotal:	**$883,420**
				Design (10%):	**$88,342**
				Permits & Fees (3%):	**$26,503**
				Project Administration (2%):	**$17,668**
				Inspection (5%):	**$44,171**
				Contingency (20%):	**$176,684**
				TOTAL:	**$1,236,788**

EXHIBIT B (con't)

Preliminary Cost Estimates of Public Improvements

Vulcan Irwindale - Foothill Blvd. Right-Turn Pockets
Cost Estimate For Street Improvements

PRELIMINARY COST ESTIMATE
STREET IMPROVEMENTS FOR RIGHT-TURN POCKET ON FOOTHILL BLVD

IMPROVEMENT ITEM NO. 5					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
1	8" Curb & Gutter	270	LF	$32	$8,640
2	Sidewalk (5' Wide)	1,040	SF	$10	$10,400
3	Pavement (Including Sub-Base)	2,420	SF	$10	$24,200
4	Pavement Removal	1,500	SF	$12	$18,000
5	Landscaped Area	700	SF	$10	$7,000
6	Utility Relocation	1	LS	$10,000	$10,000
7	Traffic Signs/Striping	1	LS	$5,000	$5,000
8	Relocate Utility Pole	1	LS	$150,000	$150,000
9	Miscellaneous	1	LS	$55,000	$55,000
				Subtotal:	**$288,240**
				Design (10%):	**$28,824**
				Permits & Fees (3%):	**$8,647**
				Project Administration (2%):	**$5,765**
				Inspection (5%):	**$14,412**
				Contingency (20%):	**$57,648**
				TOTAL:	**$403,536**

Vulcan Irwindale - Traffic Signal Modification
Cost Estimate For Street Improvements

PRELIMINARY COST ESTIMATE
TRAFFIC SIGNAL MODIFICATION AT INTERSECTION OF FOOTHILL BLVD. & IRWINDALE AVE.

IMPROVEMENT ITEM NO. 6					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED COST
1	Traffic Signal Modification	1	LS	$145,596	$145,596
				Subtotal:	**$145,596**
				Design (10%):	**$14,560**
				Permits & Fees (3%):	**$4,368**
				Project Administration (2%):	**$2,912**
				Inspection (5%):	**$7,280**
				Contingency (20%):	**$29,119**
				TOTAL:	**$203,834**

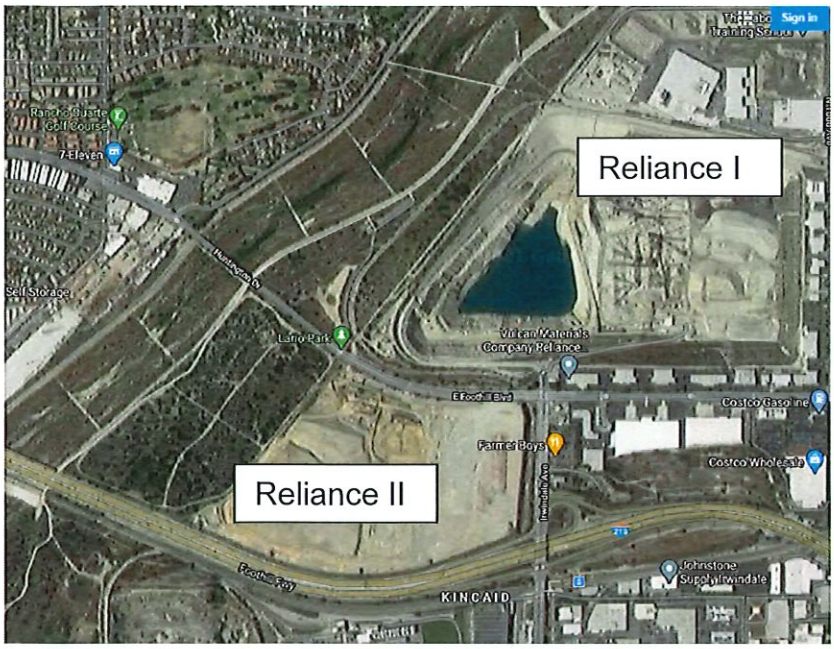
CITY OF IRWINDALE
PLANNING COMMISSION STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

Date:	February 3, 2021 **Agenda Item No. 3-A**
To:	Honorable Chair and Members of the Planning Commission
From:	Marilyn Simpson, Community Development Manager/City Planner
Project Planner:	Marilyn Simpson, Community Development Manager/City Planner
Project:	Reliance II Development Agreement Amendment & CUP Modification
Applicant:	Michael Linton for Calmat Co., dba Vulcan Materials Company 500 N. Brand Boulevard, Suite 500 Glendale, CA 91203
Property Owner:	Michael Linton for Calmat Co., dba Vulcan Materials Company 500 N. Brand Boulevard, Suite 500 Glendale, CA 91203
Project Location:	15990 Foothill Boulevard Irwindale, CA 91706 APNs: 8604-019-001, 8604-019-003, & 8604-019-010

Staff Recommendation: That the Planning Commission take the following actions:

1. Adopt Resolution No. 796(21) recommending that the City Council approve Ordinance No. 755 approving Amendment No. 1 to Development Agreement No. 02-06; and
2. Adopt Resolution No. 797(21) recommending that the City Council approve CUP Modification No. 01-2021 to CUP No. 7-06.



REQUEST

Michael Linton, on behalf of Calmat Company, dba as Vulcan Materials Company (Applicant), is requesting Amendment No. 1 to Development Agreement No. 02-06 (DA No. 02-06) and Conditional Use Permit Modification No. 01-2021 to Conditional Use Permit No. 7-06 (CUP No. 7-06) to remove the Reliance II site (Project Site), located at 15990 Foothill Boulevard, from the approved Reclamation Plan and Development Agreement for the Reliance I and Reliance II sites.

BACKGROUND

The Reclamation Plan for the Reliance II Landfill (15990 Foothill Boulevard) and Reliance I Quarry (16001 Foothill Boulevard) was approved on June 11, 2008 by approving the CUP No. 7-06, DA No. 02-06 and Ordinance No. 627. On November 8, 2017, the City Council approved the Reliance II Specific Plan, which serves as the guiding zoning document for the site and provides the specific development standards and uses permitted on the Reliance II site. The California Division of Mine Reclamation (DMR) considers Reliance I and II to be a single mine (California Mine Number 91-19-0016). Conditional Use Permits (CUP) and Development Agreements (DA) remain with the property unless modified, amended, or vacated. The Reliance II site has completed filling operations and is now preparing for construction, therefore the conditions of approval, responsibilities and obligations listed in CUP No. 7-06 and DA No. 02-06 need to be modified and amended to reflect completion and fulfillment of those conditions of approval and obligations specific to the Reliance II site at 15990 Foothill Boulevard. CUP No. 7-06 and DA No. 02-06 will still remain in effect for Reliance I. A separate Off-Site Improvement Agreement between the City and the Applicant will be prepared to address any necessary outstanding off-site improvements pertaining to the Reliance II site, which are included as a condition of

approval. The financial assurance bond remains in place as the applicant is not proposing any changes to it.

GENERAL PLAN AND ZONING

The General Plan land use designation for Reliance II site is Reliance II Specific Plan. Reliance II site is zoned RII (Reliance II Specific Plan). The proposed CUP modification and DA amendment will be consistent with the both land use and zoning designations.

Table 1. Surrounding Land Use

Direction	Existing Land Use	Zoning District
North	Reliance I Quarry	Quarry Overlay, M-2, Heavy Manufacturing
South	210 Freeway	Caltrans R-O-W
East	Restaurant/Office Use	M-2, Heavy Manufacturing
West	Santa Fe Dam Recreation Area	A-1, Agricultural

ENVIRONMENTAL REVIEW

In accordance with the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and has determined that the Project is exempt from the provisions of CEQA pursuant to Section 15061 (b)(3), which states that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is NOT subject to CEQA. In this case, the request for a modification to the CUP and amendment of the DA for the Reliance II site terminates the Applicant's rights and obligations under the CUP No. 7-06 and DA No. 02-06 and there is no potential for an effect on the environment.

DEVELOPMENT AGREEMENT

A development agreement is a contract between the City and the developer and sets the standards and conditions that govern the development of the property. It provides certainty to the developer that the project will move forward over the course of development, but it also contracts the developer to provide benefits to the city, such as infrastructure improvements, or monetary payment into funds, such as "in lieu" fees, in exchange for that certainty. Amendment No. 1 to DA No. 02-06 outlines the proposed changes. All other provisions of DA No. 02-06 shall remain in place for the Reliance I site.

<u>Key provisions of Amendment No. 1 to the DA No. 02-06 include the following:</u>

1. From and after the effective date of Amendment No. 1, the Agreement is terminated regarding the Reliance II Landfill site and shall no longer have any force or effect as to the Reliance II Landfill site.

2. The termination of the Agreement as to the Reliance II Landfill site shall have no effect on, or invalidate, any actions taken by the City and/or Vulcan in accordance with or in furtherance of the Agreement prior to the effective date of Amendment No. 1.
3. Land use and development regulations for the Reliance II Landfill site shall be governed the Reliance II Specific Plan, as may be amended from time to time.

The provisions of the proposed amendment to the development agreement are consistent with the general plan, zoning, and the applicable specific plan.

CONDITIONAL USE PERMIT

The Project Site is governed by the Reliance II Specific Plan for development standards, regulations, and permitted uses. The Project Site has been reclaimed in compliance with the Reclamation Plan, and CUP Modification No. 01-2021 removes Reliance II from the existing CUP No. 7-06. CUP No. 7-06 and the attendant Reclamation Plan and DA No. 02-06 will continue to remain in place and in full force for Reliance I.

CONCLUSION

Staff recommends that the Planning Commission adopt the attached Resolutions:

1. Resolution No. 796(21) recommending that the City Council approve Ordinance No. 755 approving Amendment No. 1 to DA No. 02-06; and
2. Resolution No. 797(21) recommending that the City Council approve CUP Modification No. 01-2021 subject to conditions; and

ATTACHMENTS:

Exhibit A: Resolution No. 796(21) for Amendment No. 1 to Development Agreement No. 02-06 (with Exhibits A – Ordinance No. 755 & B- Draft Amendment No. 1)
Exhibit B: Resolution No. 797(21) for Conditional Use Permit Modification No. 01-2021
Exhibit C: Ordinance No. 627 & Development Agreement No. 02-06
Exhibit D: Resolution Nos. 2008-65-2337 and 2008-29-2301 for CUP No. 7-06

EXHIBIT A

RESOLUTION NO. 796(21)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING APPROVAL TO THE CITY COUNCIL OF ORDINANCE NO. 755 APPROVING AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 02-06 FOR PROPERTY LOCATED AT 15990 FOOTHILL BOULEVARD (APNs: 8604-019-001, 8604-019-003, & 8604-019-010)

A. RECITALS.

WHEREAS, on September 24, 2008, the City Council approved Ordinance No. 627, which authorized the Development Agreement No. 02-06 between the City and the Applicant, Calmat Co. dba as Vulcan Materials Company ("VMC"), entitled "Development Agreement for Reliance I Quarry and Reliance II Landfill" ("Development Agreement");

WHEREAS, the Development Agreement governs excavation, mining-activity, reclamation, and development of the Reliance I Quarry site and Reliance II Landfill site, which are owned and operated by VMC;

WHEREAS, since the effective date of the Development Agreement, VMC conducted, and has now completed, reclamation of the Reliance II Landfill site;

WHEREAS, on or about November 8, 2017, following the initiative process, the City Council adopted the Reliance II Specific Plan to establish the governing land use regulations for the development of the Reliance II Landfill site;

WHEREAS, by the proposed amendment to the Development Agreement ("Amendment No. 1"), the City and VMC desire to amend the Development Agreement to reflect that reclamation of the Reliance II Landfill site has been completed and development of the Reliance II Landfill site shall be governed by the land use regulations of the Reliance II Specific Plan;

WHEREAS, pursuant to Government Code Section 65868 and Section 9.0 of the Development Agreement, City and VMC may amend the Development Agreement only after notice of the amendment has been provided and the Planning Commission and City Council hold public hearings regarding the amendment;

WHEREAS, Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and has determined that the Project is Categorically Exempt from the provisions of CEQA pursuant to Section 15061(b)(3), which consist of projects that have no possibility for causing a significant effect on the environment. The proposed amendment merely terminates VMC's rights and obligation under the Development

Agreement pertaining to the Reliance II Site, and therefore, there is no potential for an effect on the environment;

WHEREAS, the Planning Commission finds that an ordinance approving the Amendment No. 1 (the "Ordinance") will allow the City to better regulate the Reliance II Landfill site, and allow VMC to diligently complete the Reliance II Landfill site project;

WHEREAS, on February 3, 2021, the Planning Commission opened a duly noticed public hearing, as required by law, on the Amendment No. 1, took testimony on the Amendment, at which time they received input from staff, the City Attorney, VMC and other interested parties; discussed the Amendment No. 1 and closed the public hearing; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Irwindale as follows:

SECTION 1. The Planning Commission hereby specifically finds that all of the facts set forth in the Recitals of this Resolution are true and correct.

SECTION 2. The Planning Commission hereby recommends adoption of Ordinance No. 755 approving Amendment No. 1 to the Development Agreement No. 02-06 to provide:

a. From and after the effective date of Amendment No. 1, the Development Agreement is terminated regarding the Reliance II Landfill site and shall no longer have any force or effect as to the Reliance II Landfill site; and

b. The termination of the Development Agreement as to the Reliance II Landfill site shall have no effect on, or invalidate, any actions taken by the City and/or Vulcan in accordance with or in furtherance of the Development Agreement prior to the effective date of Amendment No. 1; and

c. Land use and development regulations for the Reliance II Landfill site shall be governed the Reliance II Specific Plan, as may be amended from time to time.

Ordinance No. 755 is attached hereto as Exhibit "A" and the draft Amendment No. 1 is attached hereto as Exhibit "B," both of which are incorporated herein by reference.

SECTION 3. The Secretary shall:

a. Certify to the adoption of this Resolution; and
b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 3rd day of February 2021.

_____
Arthur R. Tapia, Chair
City of Irwindale Planning Commission

ATTEST:

_____
Marilyn Simpson, Secretary

CITY OF IRWINDALE
COUNTY OF LOS ANGELES } ss.
STATE OF CALIFORNIA

I, Marilyn Simpson, Community Development Manager/City Planner of the City of Irwindale, do hereby certify that the foregoing Resolution was adopted at a special meeting of the Planning Commission of the City of Irwindale held on the 3rd day of February 2021 the following vote:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

_____
Marilyn Simpson, Secretary

EXHIBIT "A"

ORDINANCE NO. 755

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 02-06

WHEREAS, on September 24, 2008, the City Council approved Ordinance No. 627, which authorized the Development Agreement No. 02-06 between the City and the Applicant, Calmat Co. dba as Vulcan Materials Company ("VMC"), entitled "Development Agreement for Reliance I Quarry and Reliance II Landfill" ("Development Agreement"); and

WHEREAS, the Development Agreement governs excavation, mining-activity, reclamation, and development of the Reliance I Quarry site and Reliance II Landfill site, which are owned and operated by VMC;

WHEREAS, since the effective date of the Development Agreement, VMC conducted, and has now completed, reclamation of the Reliance II Landfill site;

WHEREAS, on or about November 8, 2017, following the initiative process, the City Council adopted the Reliance II Specific Plan to establish the governing land use regulations for the development of the Reliance II Landfill site;

WHEREAS, by the proposed amendment to the Development Agreement ("Amendment"), the City and VMC desire to amend the Development Agreement to reflect that reclamation of the Reliance II Landfill site has been completed and development of the Reliance II Landfill site shall be governed by the land use regulations of the Reliance II Specific Plan;

WHEREAS, pursuant to Government Code Section 65868 and Section 9.0 of the Development Agreement, City and VMC may amend the Development Agreement only after notice of the amendment has been provided and the Planning Commission and City Council hold public hearings regarding the amendment;

WHEREAS, on February 3, 2021, the Planning Commission found that this Ordinance and the Amendment will allow the City to better regulate the Reliance II Landfill site and allow VMC to diligently complete the Reliance II Landfill site project;

WHEREAS, the City finds and determines that all actions required of City precedent to approval of this Amendment by this Ordinance of the City Council have been duly and regularly taken; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

NOW, THEREFORE, the City Council of the City of Irwindale ordain as follows:

SECTION 1. The City Council hereby specifically finds that all of the facts set forth in Recitals of this Resolution are true and correct.

SECTION 2. The City Council finds that: (a) the Amendment is consistent with the general plan and any applicable specific plan; and (b) the Amendment does not change the proposed use which is consistent with the land use designation.

SECTION 3. The City Council does hereby find that the Project is Categorically Exempt from the provisions of CEQA pursuant to Section 15061(b)(3), which consist of projects that have no possibility for causing a significant effect on the environment. The proposed amendment terminates VMC's rights and obligation under the Development Agreement pertaining to the Reliance II Site, and therefore, there is no potential for an effect on the environment.

SECTION 4. Based on the above finding, the City Council approves the adoption of this Ordinance approving Amendment No. 1 to the Development Agreement No. 02-06, attached hereto as Exhibit "A," and incorporated herein by reference, to provide:

a. From and after the effective date of Amendment No. 1, the Development Agreement is terminated regarding the Reliance II Landfill site and shall no longer have any force or effect as to the Reliance II Landfill site; and

b. The termination of the Development Agreement as to the Reliance II Landfill site shall have no effect on, or invalidate, any actions taken by the City and/or Vulcan in accordance with or in furtherance of the Development Agreement prior to the effective date of Amendment No. 1; and

c. Land use and development regulations for the Reliance II Landfill site shall be governed the Reliance II Specific Plan, as may be amended from time to time.

SECTION 5. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 6. The City Clerk shall certify to the passage and adoption of this ordinance; and forthwith prepare a certified copy of this ordinance to be submitted to the Court in compliance with the writs of mandate.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this 24th day of February 2021.

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY OF IRWINDALE
COUNTY OF LOS ANGELES } ss.
STATE OF CALIFORNIA

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Ordinance No. 755 was duly introduced by the City Council of the City of Irwindale, at a regular meeting held on the 24th day of February 2021, and was duly approved and adopted on second reading at its regular meeting held on the 10th day of March 2021, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

AMENDMENT NO. 1
TO DEVELOPMENT AGREEMENT FOR
RELIANCE I QUARRY AND RELIANCE II LANDFILL

This **AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT FOR RELIANCE I QUARRY AND RELIANCE II LANDFILL ("Amendment No. 1")** is entered into as of _____, 2021, by and between the City of Irwindale, a municipal corporation (the "City"), and CALMAT CO., a Delaware corporation, dba VULCAN MATERIALS COMPANY, WESTERN DIVISION ("Vulcan"). The City and Vulcan may be referred to collectively as the "Parties" and individually as a "Party".

RECITALS

A. On September 24, 2008, the Parties entered into that agreement entitled "Development Agreement for Reliance I Quarry and Reliance II Landfill", which was recorded on December 2, 2008 as Instrument No. 2008-2118284 of Official Records (the "Agreement").

B. The Agreement governs excavation, mining-activity, reclamation, and development of the Reliance I Quarry site and Reliance II Landfill site, which are owned and operated by Vulcan.

C. Since the effective date of the Agreement, Vulcan conducted, and has now completed, reclamation of the Reliance II Landfill site.

D. On or about November 8, 2017, following the initiative process, the City Council adopted the Reliance II Specific Plan to establish the governing land use regulations for the development of the Reliance II Landfill site.

E. By this Amendment No. 1, the Parties desire to amend the Agreement to reflect that reclamation of the Reliance II Landfill site has been completed and development of the Reliance II Landfill site shall be governed by the land use regulations of the Reliance II Specific Plan; therefore, the Agreement shall have no further force or effect as to the Reliance II Landfill site.

TERMS

1. **Amendments to Agreement.** The Agreement is amended as provided herein:

a. From and after the effective date of Amendment No. 1, the Agreement is terminated regarding the Reliance II Landfill site and shall no longer have any force or effect as to the Reliance II Landfill site, which is more particularly legally described in Exhibit A hereto and depicted in Exhibit B.

b. The termination of the Agreement as to the Reliance II Landfill site shall have no effect on, or invalidate, any actions taken by the City and/or Vulcan in accordance with or in furtherance of the Agreement prior to the effective date of Amendment No. 1.

c. Land use and development regulations for the Reliance II Landfill site shall be governed the Reliance II Specific Plan, as may be amended from time to time.

2. Continuing Effect of Agreement on Reliance I Quarry Site. Except as amended by this Amendment No. 1, all provisions of the Agreement, as amended by Amendment No. 1, shall remain unchanged and in full force and effect regarding the Reliance I Quarry site. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Vulcan each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

4. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. Authority. The persons executing this Amendment No. 1 on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of the Agreement, as amended and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:

CITY OF IRWINDALE,
a California municipal corporation

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

VULCAN:

CALMAT CO., a Delaware corporation, dba
VULCAN MATERIALS COMPANY,
WESTERN DIVISION

By:_____

Name:
Title:

DRAFT

Exhibit "A"

PARCEL "A":

THAT PORTION OF LOT 3, IN SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED SOUTHERLY BY THE NORTHERLY BOUNDARY OF PARCEL 1A OF THE LAND DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION ENTERED IN COUNTY OF LOS ANGELES SUPERIOR COURT CASE NO. 898 645 A CERTIFIED COPY OF WHICH WAS RECORDED ON JULY 29, 1968 AS INSTRUMENT NO. 3408 IN BOOK D4082 PAGE 240 OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL "B":

THAT PORTION OF LOT 6, IN SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED NORTHERLY BY THE CENTER LINE OF FOOTHILL BOULEVARD 100 FEET WIDE, AS PER DEED RECORDED IN BOOK 7154 PAGE 280 OF OFFICIAL RECORDS OF SAID COUNTY AND RECORDED IN BOOK 7134, PAGE 165 OF SAID OFFICIAL RECORDS.

PARCEL "C":

THAT PORTION OF LOT 7, IN SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED SOUTHERLY BY THE NORTHERLY LINE OF PARCEL 1A OF THE LAND DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION ENTERED IN COUNTY OF LOS ANGELES SUPERIOR COURT CASE NO. 898 645 A CERTIFIED COPY OF WHICH WAS RECORDED ON JULY 29, 1968 AS INSTRUMENT NO. 3408 IN BOOK D4082 PAGE 240 OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL "D":

THAT PORTION OF LOT 15, IN SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED SOUTHERLY AND EASTERLY BY THE NORTHERLY AND WESTERLY BOUNDARIES OF PARCELS 1A AND 1H RESPECTIVELY OF THE LAND DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION ENTERED IN COUNTY OF LOS ANGELES SUPERIOR COURT CASE NO. 898 645 A CERTIFIED COPY OF WHICH WAS RECORDED ON JULY 29, 1968 AS INSTRUMENT NO. 3408 IN BOOK D4082, PAGE 240 OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL "E""

THAT PORTION OF LOT 16, IN SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED NORTHERLY BY THE CENTER LINE OF FOOTHILL BOULEVARD 100 FEET WIDE, AS PER DEED RECORDED IN BOOK 7154, PAGE 280 OF OFFICIAL RECORDS OF SAID COUNTY AND RECORDED IN BOOK 7134, PAGE 165 OF OFFICIAL RECORDS OF SAID COUNTY, BOUNDED EASTERLY BY THE WESTERLY BOUNDARIES OF PARCEL 1H OF THE LAND DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION ENTERED IN COUNTY OF LOS ANGELES SUPERIOR COURT CASE NO.

898 645, A CERTIFIED COPY OF WHICH WAS RECORDED ON JULY 29, 1968 AS INSTRUMENT NO. 3408 IN BOOK D4082, PAGE 240 OF SAID OFFICIAL RECORDS, AND ALSO BOUNDED EASTERLY BY THE WESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO SOUTHERN PACIFIC RAILROAD COMPANY RECORDED AUGUST 25, 1953 AS INSTRUMENT NO. 1713, IN BOOK 42540, PAGE 267 OF SAID OFFICIAL RECORDS.

AFOREMENTIONED PARCELS "A," "B," "C," "D," AND "E," TAKEN AS A WHOLE, ARE DESCRIBED AND DEPICTED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE NO. 01-2019 RECORDED NOVEMBER 18, 2019 AS INSTRUMENT NO. 20191255285 OF OFFICIAL RECORDS.

DRAFT

EXHIBIT B

RESOLUTION NO. 797(21)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING APPROVAL TO THE CITY COUNCIL OF THE CONDITIONAL USE PERMIT MODIFICATION NO. 01-2021 TO CONDITIONAL USE PERMIT NO. 7-06 FOR PROPERTY LOCATED AT 15990 FOOTHILL BOULEVARD (APNs: 8604-019-001, 8604-019-003, & 8604-019-010)

A. RECITALS.

WHEREAS, the Applicant, Calmat Co. dba as Vulcan Materials Company ("VMC"), has made a request for a Modification to Conditional Use Permit No. 7-06 ("CUP No. 7-06"), pursuant to Chapters 17.60 and 17.63 of the Irwindale Municipal Code ("IMC") and the provisions of the California Surface Mining and Reclamation Act ("SMARA") to remove the Reliance II landfill site, consisting of an 89.6 -acre site located at 15990 Foothill Boulevard ("Reliance II Site") from the approved CUP No. 7-06 and the Reclamation Plan.

WHEREAS, the Reclamation Plan describes the methods for reclaiming the Reliance I Quarry Site, consisting of a 124.2 -acre sand and gravel quarry located in the City of Irwindale, Los Angeles County, at 16001 Foothill Boulevard ("Reliance I Site"), and the Reliance II Site for industrial and commercial uses (collectively, "Project Site").

WHEREAS, on June 11, 2008, the City Council adopted Resolution No. 2008-29-2301, conditionally approving CUP No. 7-06, the Reclamation Plan and Financial Assurances and Ordinance No. 627 conditionally approving Development Agreement No. 2-06, related to the Project Site, which included both Reliance I Site and Reliance II Site.

WHEREAS, on September 24, 2008, the City Council adopted Resolution No. 2008-65-2337, granting final approval of CUP No. 7-06 and the Reclamation Plan.

WHEREAS, the California Division of Mine Reclamation considers Reliance I Site and Reliance II Site to be a single mine (California Mine Number 91-19-0016).

WHEREAS, on November 8, 2017, following the initiative process, the City Council adopted Resolution No. 2017-88-2896, approving the Reliance II Specific Plan, to establish the governing land use regulations for the development of the Reliance II Site.

WHEREAS, VMC conducted, and has now completed, reclamation of the Reliance II Site, and is now preparing the Reliance II Site for development which shall be governed by the Reliance II Specific Plan.

WHEREAS, the conditions of approval, responsibilities and obligations listed in CUP No. 7-06 and the Reclamation Plan need to be modified and amended to reflect completion and fulfillment of the conditions of approval and obligations specific to the Reliance II Site so that CUP No. 7-06 and the Reclamation Plan only apply to Reliance I Site and no longer applies to Reliance II Site.

WHEREAS, Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and has determined that the Project is Categorically Exempt from the provisions of CEQA pursuant to Section 15061(b)(3), which consist of projects that have no possibility for causing a significant effect on the environment. The requested modification to Conditional Use Permit No. 7-06 merely terminates VMC's rights and obligation under CUP No. 7-06 pertaining to the Reliance II Site, and therefore, there is no potential for an effect on the environment.

WHEREAS, on February 3, 2021, the Planning Commission opened a duly noticed public hearing, as required by law, on the Application, took testimony on the application, at which time they received input from staff, the City Attorney, the Applicant and other interested parties; discussed the requested modification to CUP No. 7-06 and closed the public hearing.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Irwindale as follows:

1. The Planning Commission hereby specifically finds that all of the facts set forth in Recitals of this Resolution are true and correct.

2. Based upon substantial evidence presented to this Planning Commission during the public hearing conducted with regard to the proposed modification to the CUP including written staff reports, verbal testimony, and existing Conditions of Approval to CUP No. 7-06 attached hereto as Exhibit "A," this Planning Commission:

    a. Re-affirms the findings in CUP No. 7-06 as to Reliance I since there are no changes or modifications to Reliance I; and

b. Determines that CUP No. 7-06 as applicable to Reliance I shall not be modified or in any way affected by this modification; and

c. Because Reliance II has been fully reclaimed and the Reliance II Specific Plan has been adopted to govern the development of the Reliance II site, CUP No. 7-06 no longer has any applicability to Reliance II and should be removed from coverage therein.

3. For any outstanding offsite improvements required by CUP No. 7-06 as to Reliance II, the Applicant shall enter into an offsite improvements agreement with the City for completion of those improvements.

4. The Planning Commission hereby specifically finds and determines that the project, as proposed, is exempt from the provisions of the California Environmental Quality Act (CEQA), per the general rule under Section 15061(b)(3) of the CEQA Guidelines that CEQA only applies to projects that have the potential for causing a significant effect on the environment.

5. Based upon the substantial evidence and conclusions set forth herein above, this Planning Commission hereby recommends approval of the Conditional Use Permit Modification No. 01-2021 to CUP No. 7-06, which amends the CUP No. 7-06 and the Reclamation Plan in that they no longer have any effect regarding the Reliance II Site. The CUP No. 7-06 and Reclamation Plan shall still remain in effect and unchanged as it applies to Reliance I Site. As of the effective date of the Conditional Use Permit Modification No. 01-2021 to CUP No. 7-06, Reliance II Site shall be governed by the land use regulations established in Reliance II Specific Plan.

6. The Secretary shall:

a. Certify to the adoption of this Resolution; and
b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 3rd day of February 2021.

_____

Arthur R. Tapia, Chair
City of Irwindale Planning Commission

ATTEST:

_____
Marilyn Simpson, Secretary

CITY OF IRWINDALE
COUNTY OF LOS ANGELES } ss.
STATE OF CALIFORNIA

I, Marilyn Simpson, Community Development Manager/City Planner of the City of Irwindale, do hereby certify that the foregoing Resolution was adopted at a special meeting of the Planning Commission of the City of Irwindale held on the 3rd day of February 2021 the following vote:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

_____
Marilyn Simpson, Secretary

ORDINANCE NO. 627

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, CALIFORNIA, APPROVING DEVELOPMENT AGREEMENT NO. 2-06 AND CERTIFYING A FINAL ENVIRONMENTAL IMPACT REPORT TO ALLOW VULCAN MATERIALS COMPANY, INC. TO CONTINUE MINING AND TO RECLAIM THE RELIANCE I QUARRY SITE LOCATED AT 16001 FOOTHILL BOULEVARD FOR INDUSTRIAL AND COMMERCIAL USES UPON COMPLETION OF MINING; AND TO CONTINUE FILLING THE RELIANCE II LANDFILL LOCATED AT 15990 FOOTHILL BOULEVARD FOR RETAIL COMMERCIAL USES UPON COMPLETION OF FILLING

A. RECITALS

(i) California Government Code Sections 65864 *et* seq. ("Development Agreement Law") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purpose of strengthening the public planning process, encouraging private participation and comprehensive planning and identifying the economic costs of such development.

(ii) Attached to this Ordinance, Marked Exhibit "A" and incorporated herein by reference, is a Development Agreement, which hereinafter is referred to as "the Development Agreement."

(iii) Vulcan Materials Company, Inc., hereinafter in this Ordinance referred to as "VMC", owns real property located at 16001 Foothill Boulevard, legally described within the Development Agreement, and situated on property in the City of Irwindale, County of Los Angeles, California, commonly known as the Reliance I Quarry, as described within the Development Agreement (the "Site"). VMC wishes to extend its existing mining entitlement to 440 feet below ground surface (bgs) or to December 31, 2038, whichever event occurs first. At the conclusion of mining, VMC intends to reclaim the quarry site for commercial/ recreational, and/ or commercial uses (the "Project").

(iv) Vulcan Materials Company, Inc., hereinafter in this Ordinance referred to as "VMC", owns real property located at 15990 Foothill Boulevard, legally described within the Development Agreement, and situated on property in the City of Irwindale, County of Los Angeles, California, commonly known as the Reliance II Landfill, as described within the Development Agreement (the "Site"). VMC wishes to continue filling the Class "U" Inert Landfill. At the conclusion of filling, VMC intends to reclaim the quarry site for retail commercial uses (the "Project").

(v) Both Sites are located within the City's M-2 Zone (Heavy Manufacturing) and are designated by the Land Use Element of the General Plan as Industrial. To accommodate the proposed commercial uses, the City will process appropriate General Plan and Zone Change amendments within the times set forth in the Development Agreement.

(vi) On February 7, 2008, the Planning Commission opened a duly noticed public hearing, as required by law on the Application, took testimony, and continued the public hearing to the March 6, 2008 Planning Commission meeting.

(vii) On March 6, 2008, the Planning Commission resumed the public hearing, took testimony, and continued the public hearing to the April 3, 2008 Planning Commission meeting.

(viii) On April 3, 2008, the Planning Commission resumed the public hearing, took testimony, and continued the public hearing to the May 1, 2008 Planning Commission meeting.

(ix) On May 1, 2008 the Planning Commission of the City of Irwindale conducted a duly noticed public hearing on the Application, Reclamation Plan, Financial Assurances, and Final Environmental Impact Report (FEIR) and concluded said public hearing.

(x) City finds and determines that all actions required of City precedent to approval of this Agreement by Ordinance No. 627 of the City Council have been duly and regularly taken.

(xi) All legal prerequisites to the adoption of this Ordinance have occurred.

B. **ORDINANCE**

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

(i) Pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 (CEQA), as amended (Public Resources Code, Section 2100 *et seq.*), the State CEQA Guidelines (California Code of Regulations, Title 14, Section 1500 *et seq.*), and the CEQA Guidelines of the City of Irwindale, the City, as the Lead Agency, has prepared a Draft Environmental Impact Report (DEIR) and a Final Environmental Impact Report (FEIR) for the Proposed Project. The DEIR identified no significant impacts after implementation of the recommended Mitigation Measures. The DEIR, State Clearinghouse Number 2006051107, was circulated for review and comment from December 6, 2007 to January 21, 2008. The City received comments on the DEIR from one (1) reviewing agency (the State of California Native American Heritage Commission). Responses to the comments have been prepared and, together with the comments; have been included in the FEIR. The FEIR has been made available for review by the public at the City of Irwindale Planning Department.

(ii) Pursuant to Section 17.60.050 of the IMC, the City Council has final approval authority for any use permit, including the approval of reclamation plans and financial assurances, to allow for mining to a depth exceeding one hundred and fifty feet (150').

(iii) On February 7, 2008, the Planning Commission, at a noticed public hearing, at which time they received input from staff, the City Attorney, and the Applicant; heard public testimony; discussed the proposed Project; closed the public hearing; and, after discussion, approved Resolution No. 429(08) recommending that the City Council certify the FEIR; conditionally approve this Application; conditionally approve the Conditional Use Permit; conditionally approve the Reclamation Plan and Financial Assurances; and direct staff to forward the Reclamation Plan and Financial Assurances to the State Department of Conservation for their review and comment.

(iv) The proposed project will improve road infrastructure surrounding the project site, including Foothill Boulevard and Irwindale Avenue;

(v) The City Council hereby specifically finds and determines that, having considered the record as a whole, there is no evidence that the Project contemplated by the Development Agreement, and as conditioned, will have a potential for an adverse impact on wildlife resources or the habitat upon which the wildlife depends. Based upon substantial evidence presented in the record before this Council, this Council rebuts the presumption of adverse effect contained in Subsection 753.5 (d) of Title 14, California Code of Regulations. Notwithstanding the provisions of this paragraph, the Applicant shall pay all fees required for the filing of a Notice of Determination and any fees imposed by the California Department of Fish and Game.

(vi) The City Council has found that this Agreement is in the best public interest of the City and its residents, adopting this Agreement constitutes a present exercise of the City's police power, and this Agreement is consistent with the City's General Plan. This Agreement and the proposed Project will achieve a number of City objectives including assuring a revenue stream to the City, both in the form of mining taxes and, after reclamation, in the form of sales tax monies and tax increment revenues.

(vii) It is expressly found that the public necessity, general welfare and good zoning practice require the approval of the Development Agreement.

(viii) This City Council hereby certifies the Final Environmental Impact Report.

(ix) This City Council hereby conditionally approves the Development Agreement attached hereto as Exhibit "A," subject to its receipt and consideration of comments on same from the Department of Conservation on the Reclamation Plan.

(x) The City Council hereby authorizes and directs the Mayor and the City Clerk to execute the Development Agreement on behalf of the City of Irwindale forthwith upon adoption of this Ordinance.

(xi) Upon the City Council's final approval of the Ordinance, following the consideration of any comments from the Department of Conservation, the City Clerk

shall certify to the passage of this Ordinance and shall cause the same to be published and/or posted at the designated locations in the City of Irwindale.

(xii) The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published and/or posted at the designated locations in the City of Irwindale.

PASSED, APPROVED, and ADOPTED this 24th day of September 2008.

Larry G. Burrola
Mayor

ATTEST:

Linda J. Kimbro, MMC
Deputy City Clerk

State of California
County of Los Angeles
City of Irwindale

I, Linda J. Kimbro, Deputy City Clerk, do hereby certify that the attached is a full, true and correct copy of the original,

Ordinance No. 627

and on file in the City files of the City of Irwindale, and that I have carefully compared the same with the original.

Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Linda J. Kimbro, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Ordinance No. 627 was duly introduced at a regular meeting of the Irwindale City Council held on the 11th day of June 2008, and was duly approved and adopted on second reading at its regular meeting held on the 24th day of September 2008, by the following vote of the Council:

AYES: Councilmembers: Breceda, Ortiz, Mayor Burrola

NOES: Councilmembers: None

ABSENT: Councilmembers: Fuentes, Garcia

ABSTAIN: Councilmembers: None

Linda J. Kimbro, MMC
Deputy City Clerk

AFFIDAVIT OF POSTING

I, Linda J. Kimbro, Deputy City Clerk, certify that I caused a copy of Ordinance No.627 adopted by the City Council of the City of Irwindale at its regular meeting held August 13, 2008, to be posted at the City Hall, Library, and Post Office on September 25, 2008.

Linda J. Kimbro, MMC
Deputy City Clerk

Dated: September 25, 2008

EXHIBIT "A"
DEVELOPMENT AGREEMENT NO. 2-06

RECEIVED

DEC 19 2008

CITY OF WINDALE
PUBLIC WORKS DEPARTMENT

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TITLE(S) : AGREEMENT

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cc: Finance
Planning
Public Works
01-06-09

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

12/02/2008
20082118284

Irwindale Public Works/Engineering
5050 N. Irwindale Ave.
Irwindale, CA 91706

(Space above this line for recorder's use only)

DEVELOPMENT AGREEMENT FOR

RELIANCE I QUARRY AND RELIANCE II LANDFILL

between

THE CITY OF IRWINDALE

and

CALMAT CO., dba VULCAN MATERIALS COMPANY, WESTERN DIVISION

2

DEVELOPMENT AGREEMENT FOR RELIANCE I QUARRY AND RELIANCE II LANDFILL

THIS DEVELOPMENT AGREEMENT FOR RELIANCE I QUARRY AND RELIANCE II LANDFILL ("Development Agreement" or "Agreement") is entered into on September 24, 2008, by and between the CITY OF IRWINDALE, a municipal corporation (the "City"), and CALMAT CO., a Delaware corporation, dba VULCAN MATERIALS COMPANY, WESTERN DIVISION ("Vulcan"). The City and Vulcan may be referred to collectively as the "Parties" and individually as a "Party."

RECITALS:

A. Vulcan Properties. Vulcan owns and operates two active mining quarries, the Reliance I (formerly known as "Azusa Largo") and Durbin Quarries and one landfill site, the Reliance II Landfill, in the City of Irwindale, California, of which the Reliance I Quarry and Reliance II Landfill are the only parcels that are the subject of this Agreement. Concurrently herewith, the City and Vulcan are entering into a separate Development Agreement addressing the Durbin Quarry. The "Site" or "Sites" for the purpose of this Agreement consists solely of the Reliance I Quarry and Reliance II Landfill (Site or Sites as the case may be)of approximately 124.2 and 91.51 gross acres respectively, as shown in the "Site Map" attached hereto as **Exhibit A** and incorporated herein by this reference. Further, the Reliance I Quarry is composed of two portions; a 2.1 acre parcel adjacent to and at grade with Foothill Boulevard and not subject to further mining, and a 122.1 acres site which is the current active Reliance I Quarry's mining area.

B. Legislation Authorizing Development Agreements. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the legislature of the State of California adopted the Development Agreement Statute, Section 65864 et seq. of the Government Code, authorizing the City to enter into an agreement with any person having a legal or equitable interest in real property providing for the development of such property and establishing certain development rights therein.

C. Purpose of Agreement. Vulcan wishes to obtain an entitlement to continue its mining operations at the Reliance I Quarry to the Maximum Safe Depth (± 440 feet below ground surface), which is estimated to take until the year 2047. The City is prepared to grant such additional entitlement, provided that Vulcan agrees (1) not to mine the Reliance II Landfill; (2) to reclaim the Site in the manner set forth herein and in the approved Reclamation Plan; (3) to post adequate financial assurances in compliance with SMARA by posting bonds in the amount set forth herein and participating in the alternative financial assurances mechanism established by the Irwindale Reclamation Authority; (4) to develop uses on the Site in accordance with the City's proposed General Plan Update and zoning; (5) to fund the cost for all mitigation measures as identified in the EIR, and (6) to grant to the City a perpetual easement for storm drain purposes across the entire southern portion of the Reliance II Landfill.

D. Public Hearings; Findings. On May 1, 2008 the City's Planning Commission, after a duly noticed public hearing, adopted Resolution No. 529(08) recommending City Council certification of the EIR, City Council approval of the Conditional Use Permit, the Reclamation

cc: Finance
Planning
Public Works 01.06.09

Plan, Financial Assurances and this Agreement. On May 27, 2008, the City Council, after making appropriate findings at a duly noticed public hearing, adopted Resolution No. 2008-29-2301 certifying the EIR and conditionally approving the Conditional Use Permit, Reclamation Plan, Financial Assurances, SMARA Transfer Agreement, and this Agreement, subject to comment from the California Department of Conservation, and on September 24, 2008, after considering all comments from the Department of Conservation, adopted Ordinance No. 623 approving this Agreement. These actions included the approval of Conditional Use Permit and this Agreement for the continued mining of the Site and amended Reclamation Plan and Financial Assurances for the Site, along with appropriate environmental, grading and/or backfilling permits and documents for the mining and reclamation activities specified in this Agreement.

E. Department of Conservation Comments. The parties acknowledge that the Department of Conservation, Office of Mine Reclamation ("OMR"), by letters dated July 11 and September 17, 2008, commented upon the Reclamation Plan, which comments have been substantially incorporated into the Reclamation Plans approved with this Agreement. Additionally, OMR recommends that the City, pursuant to State Mining and Geology Board Regulation section 3502, require the Reclamation Plan covering the Reliance I Quarry be combined with the reclamation plan concerning that certain quarry immediately east of the Reliance I Quarry, known as the Azusa-Reliance Quarry in the City of Azusa, bearing Mine ID No. 91-19-0018. This comment is based upon OMR's contention that the two sites physically appear to be a single quarry. OMR further suggests that lead agency responsibilities over reclamation in the combined Reliance I and Azusa-Reliance Quarry should be transferred to the City of Irwindale. The parties herein contemplate addressing OMR's comment in this regard pursuant to the terms of this Agreement, at Section 9.5 and Single Reclamation Plan Schedule, at **Exhibit E** hereto.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and having determined that the foregoing recitals are true and correct and should be and hereby are incorporated into this Agreement, the parties agree as follows:

1.0 MUTUAL BENEFITS AND ASSURANCES.

1.1 Development of Site(s) in Phases.

Vulcan owns and operates three non-contiguous mining quarries totaling approximately 547.8 acres in the City and described as follows: (a) the 334.6 acre Durbin Quarry, where mining commenced in approximately 1900 and active mining and concurrent reclamation operations continue, located at 13000 East Los Angeles Street, lying adjacent and contiguous to the 605 Freeway and Los Angeles Street; (b) the 124.2 acre Reliance I Quarry (comprised of 2.1 acre and 122.1 acre parcels), where mining commenced in approximately 1900 and active mining and concurrent reclamation operations continue on the 122.1 acre parcel, located at 16001 Foothill Boulevard, at the northernmost portion of Irwindale Avenue; and (c) the approximately 91.51 gross acre Reliance II Landfill where mining commenced in 1972 and ceased in 1986/87 and reclamation continues, located at 15990 Foothill Boulevard. This Agreement encompasses the Reliance I Quarry and Reliance II Landfill only. Where the term "Site" or "Sites" is used in this Agreement, it shall be construed to apply to the Reliance I Quarry

and/or Reliance II Landfill only. The Parties intend that the Sites ultimately be developed for future industrial use (Reliance I Quarry 122.1 acre parcel) and retail-commercial uses (Reliance I Quarry 2.1 acre parcel and the Reliance II Landfill) in accordance with the terms of this Agreement, which is envisioned to occur after the completion of the mining and reclamation of the Project described herein. The parties further intend that Vulcan's transfer of any portions of the Site for development shall include a Water Supply Assessment, and, an assurance that sufficient water supply will be available, which may include a reservation or transfer of water, so that the Site may be fully developable, as contemplated by this Agreement. This Article 1.0 outlines the parties' general intent as to the timeframe and sequence for the development of the Sites. The intended mining, reclamation and developments are more specifically described in the "Scope of Development" attached hereto as **Exhibit B** and incorporated herein by this reference. In addition, the timeframes are established in the "Schedule of Performance" attached hereto as **Exhibit C** and incorporated herein by this reference.

1.2 Summary of Development Plan.

Vulcan proposes development of the Sites as generally described in Section 1.1. This Section 1.2 proposes developments, as further set forth in **Exhibit B** hereto, which shall be further refined and shall be the subject of development applications submitted by Vulcan to the City and considered for approval by the City separate from the approvals provided in this Agreement in accordance with the then applicable regulations and within the times set forth in the Schedule of Performance **Exhibit C**.

(a) Reliance I Quarry

The Reliance I Quarry (122.1 acre parcel) is currently being mined and reclaimed concurrently, with mining operations occurring in phases (as such phases are described in Section 5 of **Exhibit B**), namely in the western portion of the parcel, as depicted in **Exhibit B-1** attached hereto. Vulcan currently operates the Processing Plant at the eastern portion of the Site and abutting the City of Azusa jurisdiction line. Vulcan will continue concurrent mining and reclamation following the approval of this Agreement and in the manner set forth in **Exhibit B** attached hereto. Within the time set forth in the Schedule of Performance, Vulcan will mine the Reliance I Quarry in two phases. In Phase 1, Vulcan will mine approximately 28,839,000 tons, which consists of 10,670,000 net tons of previously permitted reserves as of January 1, 2005, and 18,169,000 new net tons of reserves derived directly from Phase I deeper mining. Phase I mining will be substantially completed by the year 2017, with market conditions variability as to date. As part of Phase 1mining, Vulcan will create a Site Development Fill pad for the possible future relocation of the Processing Plant to the Phase 1 Development Fill at a minimum Elevation 310 mean sea level ("msl"). Vulcan shall relocate its Processing Plant operations to the Phase 1 Development Fill, or other alternative locations, prior to the commencement of Phase 2 (as described in Section 5 of **Exhibit B**) mining operations, in approximately 2038, but with market condition variability as to specific date. In the event that Vulcan relocates it Processing Plant operations outside the City of Irwindale, Vulcan shall pay the City an in-lieu fee equal to the Processing Tax due to the City had the Processing Plant remained in the City of Irwindale during such Phase 2 mining operations. Vulcan may continue mining operations during Phase 2 of an additional

approximately 20,175,000 tons in the eastern portion of the Reliance I Quarry and under the old Processing Plant location until December 31, 2047, when Maximum Safe Depth is reached, which is nominally 440 feet below ground surface ("bgs") to a level pit floor at Elevation 150 feet msl. Throughout the mining operation, Vulcan shall continue reclamation and Site Development Fill activities in accordance with the Schedule of Performance, except after the Phase 1 Site Development Fill is completed and Phase 2 mining has advanced sufficiently to allow filling of that area (Phase 2 Site Development Fill) to commence. Vulcan shall reclaim and conduct Site Development Fill activities to achieve a depth of no more than 280 feet bgs or minimum Elevation 310 msl. The Processing Plant shall be removed by 2049, in accordance with the Reclamation Plan and as defined in Section 3.1 below, unless otherwise separately approved by the City, in its discretion, for use as a post-mining industrial facility in accordance with the intended end use. All mining shall terminate by 2047. Within 18 to 24 months thereafter (not later than December 31, 2049), the Processing Plant will be removed and, Vulcan shall continue backfilling with Site Development Fill to create a 121.1 acre Reliance I Development Parcel, containing approximately 42 acres (minimum) of "developable building pads". The Reliance I Development Parcel shall be completed by December 31, 2059, or as extended pursuant to this Agreement. The remainder of the 122.1 acre parcel shall be improved with an access road, other infrastructure, reclaimed mine slopes, landscaping and open space, which will provide aesthetic features, to support the Reliance I Development Parcel. The "developable building pads" shall contain approximately 11 acres (Phase 1) and 31 acres (Phase 2) at a depth of not more than 280 ft bgs or a minimum Elevation 310 msl.

The Reliance I Quarry 2.1 acre parcel located adjacent to and at grade level with Foothill Boulevard, may be developed by Vulcan in accordance with its intended retail-commercial end use at such time that Vulcan may choose to do so; provided, however, that upon the City's request, Vulcan will meet with the City to discuss potential development opportunities on the 2.1 acre Reliance I Quarry parcel.

All Site Development Fill shall be pursuant to the Guidelines. When each portion of the 121.1 acre Reliance I Development Parcel is geotechnically capable of supporting industrial uses, Vulcan shall develop such portion for said uses in accordance with provisions in the Agreement. Vulcan shall install all infrastructure and security measures as may be necessary and provided in the Reclamation Plan to protect any exposed groundwater therein.

(b) Reliance II Landfill

No further excavation or mining activity-shall be permitted in the Reliance II Landfill; provided that excavation incidental and necessary for reclamation shall be permitted. Vulcan will continue to operate a Class U (Inert Debris Engineered Fill) operation at the Site. Vulcan will fill the Reliance II Landfill to street grade along Foothill Boulevard and in accordance with the Scope of Development (**Exhibit B**) and Reclamation Plan to create an approximate 89.56 net acre development pad for development of a retail-commercial center in accordance with the City's commercial, regional zone, as may be amended from time to time before entitlements are issued for

development. Vulcan may develop a portion of the site below grade approximately at a low point of Elevation 518 msl (35 ft bsg), as provided for in the Reclamation Plan. Vulcan may develop the Reliance II Landfill with rail access for a distribution center. Site Development Fill will be completed by December 31, 2020. The reclaimed parcel will be developed for a freeway-visible retail center in accordance with the City's then applicable commercial, regional zone.

1.3 Interest and Representation of Vulcan.

"Vulcan" is CalMat Co., a Delaware corporation, dba Vulcan Materials Company, Western Division, and its permitted successors and assigns, with its principal offices at 3200 San Fernando Road, Los Angeles, CA 90065. Vulcan warrants and represents to City that:

(a) Vulcan is a Delaware corporation duly organized and existing under the laws of the State of Delaware;

(b) By proper action of Vulcan, Vulcan's signatories have been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers;

(c) Vulcan is duly qualified to do business in good standing under the laws of the State of California and has all requisite power and authority to carry out its business as now and whenever conducted and to enter into and perform its obligations under this Agreement;

(d) The entering into this Agreement by Vulcan does not violate any provision of any other agreement to which Vulcan is a party;

(e) Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by Vulcan are necessary in connection with the execution of this Agreement by Vulcan or with the performance by Vulcan of its obligations hereunder;

(f) Neither Vulcan, nor the principals of Vulcan, have filed or been the subject of any filing of a petition under the Federal Bankruptcy Law or any insolvency laws, or any laws for the discharge of indebtedness or for the reorganization of debtors;

(g) No representation, warranty, or covenant of Vulcan in this Agreement, or in any document or certificate furnished or to be furnished to the City pursuant to this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading;

(h) Vulcan has not paid or given to, and will not pay or give to, the City or any official or agent of the City any money or other consideration for obtaining this Agreement, except as expressly provided herein; and

(i) Vulcan is the owner of fee title to the Site and has the right of possession of the Site, free from any tenant leases, tenancies, licenses, or other similar occupancy agreements that could reasonably interfere with Vulcan's right to maintain and operate the Site or any development thereon approved under this Agreement.

1.4 Binding Effect of Agreement.

The mutual burdens and benefits of this Agreement inure to and shall be binding upon the successors in interest of the Parties. City represents and warrants that it is the owner of or holds public right-of-way interests in property immediately adjacent to the Site, including the public rights of way over those areas now commonly known as Foothill Boulevard, more particularly depicted in the Site Map ("Public Parcel") and incorporated herein at **Exhibit A**. The Public Parcel shall be the benefited parcel for the obligations on Vulcan herein, and the Site shall be the burdened parcel.

1.5 Superseded Mining Agreements.

Prior to this Agreement, the Site was subject to several approvals and agreements that were approved by City's City Council, Planning Commission, and/or Redevelopment Agency (collectively, the "Superseded Mining Agreements"). Upon the Effective Date of this Agreement, all of the Superseded Mining Agreements related to the Site shall be superseded by this Agreement and shall be of no further force and effect, unless such approvals and agreements are described and listed herein as the Continuing Mining Agreements. The Superseded Mining Agreements include the following:

(a) Mining Depth. Vulcan is currently entitled to excavate the Reliance I Quarry to a depth of 200 feet bgs, or to a level pit floor at Elevation of 390 and to fill the Reliance II Landfill under the entitlements issued pursuant to CUP No. 70-1-CU, approved by Resolutions 70-9-693 and 90-16-1189 approved on June 4, 1970 and June 28, 1990, respectively.

(b) Existing Reclamation Plan. A Reclamation Plan was previously approved by City for the Reliance I Quarry and Reliance II Landfill by way of the 1988 Reliance Mining and Reclamation Plan, as amended per the 1990 Amendment to Plan for Reclamation, which amendment was adopted on June 28, 1990 by Resolution No. 90-16-1189 ("Existing Reclamation Plan"). The Existing Reclamation Plan authorizes reclamation of lands that are mined to a depth of 200 feet bgs. The Existing Reclamation Plan is superseded by the Reclamation Plan approved concurrently herewith.

(c) Memorandum of Understanding. Vulcan and the City entered into that certain Memorandum of Understanding, dated September 6th, 2005. This Agreement supersedes such Memorandum of Understanding with respect to the Site, including any amendment thereto.

(d) Owner Participation Agreement. The Site is subject to an Owner Participation Agreement dated October 19, 1977 with subsequent amendments issued by the City for such Site adopted and approved June 28, 1990 (collectively, "OPA"). This Agreement shall supersede such OPA with respect to the Site.

2.0 DEFINITIONS.

The following words and phrases are used as defined terms throughout this Agreement. Each defined term shall have the meaning set forth below. Any capitalized terms not defined in this Section shall have the meaning otherwise assigned to them in this Agreement or apparent from the context in which they are used.

2.1 Agency.

"Agency" means the Community Redevelopment Agency of the City of Irwindale.

2.2 Anticipated High Water Level.

"Anticipated High Water Level" means the anticipated high groundwater level of approximately Elevation 295 feet above mean sea level (msl) for the Site, measured in wells located in Irwindale and vicinity. The California State Regional Water Quality Control Board has analyzed anticipated groundwater levels along with other data pertaining to and affecting local groundwater data, and has adopted the concept of "anticipated groundwater levels" as opposed to using "historic high groundwater levels" for the purpose of planning and regulating projects that may affect, or be affected by, groundwater.

2.3 Applications.

"Application(s)" shall mean a complete application for the applicable land use approvals (such as a subdivision map, conditional use permit, etc., but not including building, electrical, mechanical, grading or similar permits) meeting all of the current ordinances of the City provided that any additional or alternate requirements in said ordinances enacted after the Effective Date which affect the Application shall apply only to the extent permitted by this Agreement.

2.4 Assignment.

All forms of use of the verb "assign" and the nouns "assignment" and "assignee" shall include all contexts of hypothecations, sales, conveyances, transfers, leases, and assignments.

2.5 Authorizing Ordinance.

"Authorizing Ordinance" means Ordinance No. 623 approving this Agreement.

2.6 Azusa-Reliance Quarry.

"Azusa-Reliance Quarry" shall have the meaning set forth in Recital E above.

2.7 Azusa Rock Quarry.

"Azusa Rock Quarry" means that hard rock quarry located north of the San Gabriel River.

2.8 City.

"City" means the City of Irwindale, California, a municipal corporation.

2.9 City Council.

"City Council" means the governing body of the City of Irwindale.

2.10 Commercial Filling Operations.

"Commercial Filling Operations" shall refer to the following: The City has established a phased reclamation process to concentrate fill materials in prioritized mining pits so that the pits can be fully reclaimed as quickly as possible and made available for the end uses, and. Vulcan has agreed to participate in this process. Accordingly, without the written approval of the City Manager, Vulcan shall not conduct a Commercial Filling Operation on the Site. A "Commercial Filling Operation" shall be defined as a filling operation that is prioritized by the City ahead of Pit No. 1 formerly owned by United, Hanson's 40 acre portion along the 605 freeway, and United's Pit No. 2. Vulcan understands and acknowledges the contractual obligations of City to United and Hanson and, as such, also agrees that without the written approval of the City Manager, it will not post signs on or around the Site advertising the availability of the Site and directing customers to the Site and derive revenue by published public rates and charges for those persons bringing fill to the Site. This shall not prevent Vulcan from commencing or carrying out reclamation through noncommercial filling operations by utilizing fill from its own internal operations on the Site or from Vulcan's other operations, or from entering into fill contracts to acquire fill not otherwise reasonably available to the other mining operators, but not by general solicitation, advertising or other similar means, if such activities would jeopardize the City's contractual obligations to United and Hanson.

2.11 Completion of Reclamation.

"Completion of Reclamation" means, consistent with the definition under the California Surface Mining and Reclamation Act of 1975, the completed process of land treatment which minimizes water degradation, air pollution, damage to aquatic or wildlife habitat, flooding, erosion, and other adverse effects from surface mining operations, including adverse surface effects incidental to underground mines, so that the mined lands are reclaimed to a usable condition which is readily adaptable for the ultimate development of the Site, as specified in this Agreement and the Guidelines, and creates no danger to public health or safety. The process may extend to affected lands surrounding the mined lands and shall require backfilling, grading, resoiling, revegetation, soil compaction to those standards specified in this Agreement and the Guidelines, stabilization and other measures to make such mined lands readily adaptable to the ultimate end use of the Site, as specified in this Agreement. It is specifically agreed that this definition is satisfied only by, among other activities, the use of Engineered Fill in the creation of the Reliance I and II development pads in accordance with the Guidelines. Other reclamation activities include, but are not limited to, the removal of all mining related facilities, final grading and revegetation of mine slopes, etc.

2.12 Concurrent Mining Approvals.

"Concurrent Mining Approvals" means the approval granted by City concurrent with the approval of this Development Agreement to mine and reclaim the Site, namely the Conditional

Use Permit, Reclamation Plan, EIR and agreements addressing Financial Assurance obligations, including, but not limited to, the SMARA Conveyance Agreement.

2.13 Conditional Use Permit.

"Conditional Use Permit" means the conditional use permit approved concurrently with the approval of this Agreement by the City Council under Resolution No. 2008-29-2301 for mining and reclamation of the Reliance I Quarry.

2.14 Conditions of Approval.

"Conditions of Approval" means those conditions regulating the mining and reclamation activities authorized by the Conditional Use Permit and attached to the Resolution approving the Conditional Use Permit.

2.15 Default.

"Default" refers to any material default, breach, or violation of a provision of this Agreement as defined in Section 13.0. "City Default" refers to a Default by the City, while "Vulcan Default" refers to a Default by Vulcan.

2.16 Design Guidelines.

"Design Guidelines" shall mean those general and specific development standards applicable to the post-reclamation industrial and retail-commercial development of the Site relating to lot size, building square footages, lot coverage, parking, building height, setbacks, landscaping, access, etc., as they currently exist and as they may be subsequently updated and revised in the sole discretion of the City.

2.17 Development.

"Development" shall have the meaning set forth under the definition of "Project" herein.

2.18 Development Agreement Statute.

"Development Agreement Statute" means Sections 65864 through 65869.5 of the California Government Code as they exist on the Effective Date or as may be amended from time-to-time.

2.19 Development Approvals.

"Development Approvals" means all site-specific (meaning specifically applicable to the Site only and not generally applicable to some or all other properties within the City) plans, maps, permits, and entitlements to use of every kind and nature. Development Approvals include, but are not limited to, permits to mine to specified depths, Reclamation Plan, specific plans, site plans, tentative and final subdivision maps, variances, zoning designations, conditional use permits, grading, building, and other similar permits, environmental assessments, including environmental impact reports and negative declarations, and any amendments,

supplements or modifications to those plans, maps, permits, assessments and entitlements. The term Development Approvals does not include (i) rules, regulations, policies, and other enactments of general application within the City, (ii) any of the Superseded Mining Agreements, (iii) any matter where City has reserved authority under Article 9.0.

2.20 Development Plan.

"Development Plan" means the Existing Development Approvals, Future Development Approvals, Existing Land Use Regulations, and Future Land Use Regulations and permitted Future Mining Land Use Regulations.

2.21 Durbin Quarry.

"Durbin Quarry" shall mean that certain real property located at 13000 East Los Angeles Street, Irwindale, California 91706 lying adjacent and contiguous to the 605 Freeway and Los Angeles Street in the City of Irwindale, consisting of approximately 334.6 acres, which is the subject of the Development Agreement approved by the City concurrently with the approval of this Agreement and is more specifically described therein.

2.22 Effective Date.

"Effective Date" means the date the Agreement becomes effective, which shall be the date thirty (30) days after the adoption of the Authorizing Ordinance.

2.23 EIR or "environmental documents".

"EIR" or "environmental documents" means the final Environmental Impact Report or other environmental documents certified by City Council Resolution No. 2008-29-2301 in accordance with the requirements of CEQA and processed in accordance with Section 4.6.

2.24 Engineered Fill.

"Engineered Fill" means the use of Site Development Fill for the reclamation of quarry pits to the following standard:

(a) All fill placed into the natural groundwater (Underwater Fill) at any level that may exist at the time of fill placement shall comply with all provisions of the Guidelines for Underwater Fill, as defined in "Guidelines" herein.

(b) All fill placed above the natural groundwater (Above Water Fill) at any level that may exist at the time of fill placement shall comply with all provisions of the Guidelines for Above Water Fill, as defined in "Guidelines" herein.

2.25 Existing Development Approvals.

"Existing Development Approvals" means those Development Approvals which are in effect on the Effective Date, but does not include the Superseded Mining Agreements.

2.26 Existing Land Use Regulations.

"Existing Land Use Regulations" means those certain Land Use Regulations applicable to the Site in effect on the Effective Date. This term includes all Existing Mining Land Use Regulations.

2.27 Financial Assurances.

"Financial Assurances" shall mean the financial assurances required by City pursuant to the Surface Mining and Reclamation Act of 1975 ("SMARA") to assure the reclamation of the Site, as established pursuant to Sections 13.2 and 13.3.

2.28 Future Development Approvals.

"Future Development Approvals" means those Development Approvals applicable to the Site approved by the City after the Effective Date.

2.29 Future Land Use Regulations.

"Future Land Use Regulations" means those certain Land Use Regulations applicable to the Site approved by the City after the Effective Date, but does not include Future Mining Land Use Regulations.

2.30 Future Mining Land Use Regulations.

"Future Mining Land Use Regulations" means those Mining Land Use Regulations approved by the City after the Effective Date.

2.31 Guidelines.

"Guidelines" shall be the collective term used to refer to the following standards applicable in the City for reclamation and maintenance of mining quarries, developed by the Irwindale Technical Committees, as approved December 20, 2005 by Resolution No. 2005-89-2106 of the City Council, and specifically includes any and all duly approved revisions, updates, amendments and modifications of such Guidelines:

(a) "Guidelines for Above Water Fill" shall mean the November 23, 2005 Guidelines for Above Water Backfilling of Open-Pit Mines, Irwindale, California.

(b) "Guidelines for Erosion Control" shall mean the July 6, 2004 Guidelines For Drainage And Erosion Control for Open-Pit Mines, Irwindale, California.

(c) "Guidelines for Underwater Fill" shall mean the May 20, 2005 Guidelines for Underwater Backfilling of Open-Pit Mines, Irwindale, California.

(d) "Guidelines for Slope Stability" shall mean the December 24, 2003 Guidelines for Slope Stability Analysis of Open Pit Mine Slopes, Irwindale, California.

2.32 Inert Materials.

"Inert Materials" shall have the meaning as provided in the Guidelines.

2.33 Land Use Regulations.

The "Land Use Regulations" means those ordinances, laws, statutes, rules, regulations, initiatives, policies, requirements, guidelines, constraints, codes or other actions of the City, as may be amended from time-to-time, which affect, govern, or apply to the Site or the implementation of the Development Plan as pertaining to "land use". Land Use Regulations include the ordinances and regulations adopted by the City which govern permitted uses of land, density and intensity of use and the design of buildings, applicable to the Site, including, but not limited to, the General Plan, specific plans, zoning ordinances, development moratoria, implementing growth management and phased development programs, ordinances establishing development exactions, subdivision and park codes, any other similar or related codes or building and improvements standards, mitigation measures required in order to lessen or compensate for the adverse impacts of land use on the environment and other public interests and concerns or similar matters. The term Land Use Regulations does not include, however, regulations relating to the conduct of business, professions, and occupations generally; fees, taxes and assessments; regulations for the control and abatement of nuisances; Uniform Codes; utility easements; encroachment and other permits and the conveyances of rights and interests which provide for the use of or entry upon public property; any exercise of the power of eminent domain; health and safety regulations; environmental regulations; or similar matters or any other matter reserved to City pursuant to Article 9. The term "Land Use Regulations" does not include any of the Superseded Mining Agreements.

2.34 Maximum Safe Depth.

"Maximum Safe Depth" shall have the meaning set forth at **Exhibit B**, Section 4 herein which shall provide for the maximum safe yield of aggregate reserves in accordance with the Guidelines.

2.35 Mining Development Approvals.

"Mining Development Approvals" means those City approvals including the Conditional Use Permit for mining and reclamation of the Site. Mining Development Approvals include the authority to mine to specified depths, Conditional Use Permit for mining, Reclamation Plan, and financial assurances concerning mining, mining environmental assessments, and any amendments or modifications thereto.

2.36 Mining Land Use Regulations.

"Mining Land Use Regulations" means those Project related Development Approvals and Land Use Regulations including all zoning ordinances (including IMC Section 17.60 (Quarry Zone) and IMC Section 17.63 (Surface Mining and Reclamation Plans)), as they may be amended from time-to-time and other ordinances and regulations governing the conduct of mining and reclamation activities within the Site.

2.37 Mining Tax.

"Mining Tax" means the tax enacted by the voters pursuant to Sections 3.18.030 and 3.18.040 of the Irwindale Municipal Code, as it may be amended from time to time.

2.38 Mortgage.

"Mortgage" means a mortgage, deed of trust, or sale and leaseback arrangement or other transaction in which all or any portion of or interest in the Site is pledged as security. "Mortgagee" refers to the holder of a beneficial interest under a Mortgage.

2.39 Project Improvements.

"Project Improvements" means those improvements required by Section 4.10 of this Agreement to be constructed or installed by Vulcan in conjunction with the post-reclamation development of the Site. The parties acknowledge that such Public Improvements do not constitute a comprehensive list of improvements that may be required and that the City reserves the right to require additional improvements at the time it considers the post-reclamation development of the Site.

2.40 Processing Plant.

"Processing Plant" means the plant operating at Reliance I as of the Effective Date, used for processing and crushing of materials mined from Reliance I, production of ready mixed concrete ("RMC") asphalt products, crushed miscellaneous base ("CMB") and other related ancillary activities, which facilities include every accessory structure and activity pertaining thereto, including storage, transportation, conveyor, dredge or other underwater mining equipment, maintenance servicing, mechanical and administration-related facilities; provided such authorized activities to be conducted in relation to the use of the Processing Plant are those that are necessary for the sale of mined materials from Reliance I or placement of Site Development Fill at Reliance I or II. The Processing Plant shall not be authorized for recycling or other uses where the processed materials do not include mined materials from Reliance I or materials to be used for Site Development Fill at Reliance I or II, although incidental recycling necessary to process materials not suitable for Site Development Fill is authorized.

2.41 Project.

"Project" means the excavation, reclamation, and placement of Site Development Fill for rough-grade pads at the Site for retail-commercial uses pursuant to the Development Plan and this Agreement. "Development" means the improvement of the Site for purposes of constructing the structures, improvements and facilities consistent with the uses identified for the Project including, without limitation: grading, the construction of infrastructure and public facilities related to the Project identified in this Agreement, the Conditional Use Permit or Reclamation Plan, whether located within or outside the Site, but not the construction of structures and buildings, infrastructure, public facilities or installation of landscaping for the ultimate end use. Development construction shall be subject to Future Development Approvals to be secured by Vulcan from the City after the Effective Date.

2.42 Reclamation Plan.

"Reclamation Plan" shall mean the September 10, 2008 Reclamation Plan prepared by RGP Planning & Development Services for the Reliance I Quarry and Reliance II Landfill and approved concurrently herewith by the City as part of this Development Agreement.

2.43 Reliance I Quarry.

"Reliance I Quarry" means that certain real property located at 16001 Foothill Avenue, Irwindale, California 91706 lying north of the intersection of Foothill Boulevard and Irwindale Avenue and which is comprised of a 122.1 acre (active mining and reclamation) parcel and a 2.1 acre parcel that is adjacent to and at the grade level with Foothill Boulevard.

2.44 Reliance I Development Parcel(s).

"Reliance I Development Parcel(s)" means either or both (as used in context) the developable building pads (minimum 42 acres) for the Reliance I Quarry 122.1-acre portion or a maximum of 2.1 acres for the Reliance I Quarry 2.1 acre portion, which are intended to be developed for industrial uses and retail-commercial use, respectively, consistent with the City's then existing manufacturing zones, when geotechnically stable, in accordance with the Guidelines and Scope of Development.

2.45 Reliance II Landfill.

"Reliance II Landfill" means that certain real property located at 15990 Foothill Avenue, Irwindale, California 91706 lying adjacent and contiguous to the 210 Freeway to the south, the LAMTA railroad and Irwindale Avenue to the east and Foothill Boulevard to the north, consisting of approximately 91.51 gross acres (a portion of which underlays Foothill Boulevard), which is intended to be developed for retail-commercial uses consistent with the then existing commercial, regional zone, in accordance with the Guidelines and Scope of Development.

2.46 Reliance II Drainage Easement.

The term "Reliance II Drainage Easement" shall have the meaning set forth in Section 12.0 of this Agreement.

2.47 Reservations of Authority.

"Reservations of Authority" shall have the meaning set forth in Section 9.0 of this Agreement.

2.48 Schedule of Performance.

"Schedule of Performance" means that certain Schedule of Performance attached hereto as **Exhibit C** specifying the time limits by which the various obligations under this Agreement must be performed.

2.49 Scope of Development.

"Scope of Development" means the development of the Site as described at **Exhibit B** hereto.

2.50 Site(s).

"Site(s)" means the Reliance I Quarry and Reliance II Landfill collectively (Site or Sites) and or individually (Site or Sites) as used in context herein and as shown on the Site Map, attached hereto as **Exhibit A**, and more specifically described in the Legal Description attached hereto as **Exhibit A-1**. The Reliance I Quarry site is divided into two parcels, one containing 122.1 acres of active mining and reclamation use and one of 2.1 acres adjacent to Foothill Boulevard, and Reliance II Landfill containing 91.51 gross acres, a portion of which underlays Foothill Boulevard.

2.51 Site Development Fill.

"Site Development Fill" shall mean silt fill and Inert Materials used for the filling of the Site, subject to the requirements of Section 7.1 below.

2.52 SMARA Conveyance Agreement.

"SMARA Conveyance Agreement" shall mean that certain agreement entitled the "SMARA Operation Rights Transfer and Conveyance Agreement," which addresses Vulcan's financial assurance obligations for the Project, as approved by the parties concurrently with this Agreement.

2.53 Superseded Mining Agreements.

The term "Superseded Mining Agreements" shall have the meaning set forth in Section 1.5 of this Agreement.

2.54 Term.

The "Term" means that period of time during which this Agreement shall be in effect and bind the Parties, as defined in Section 3.1.

2.55 Uniform Codes.

The term "Uniform Codes" means the California codes that are based on recommendations of a multi-state professional organization, as adopted by City, such as, but not limited to, the California Building, Electrical, Plumbing, Mechanical, Fire, or Abatement of Dangerous Building Codes and includes the City's Grading ordinance "Appendix J Grading."

2.56 Water Supply Assessment.

The term "Water Supply Assessment" shall mean an analysis conducted by the water utility purveyor in compliance with the California Water Code. The cost of said analysis shall be borne by Vulcan. The Water Supply Assessment shall at a minimum: (1) Provide information on the City of Irwindale's water supplies consistent with Water Code Sections 10620 et. seq. (the Urban Water Management Act) and 10910 et. seq. (Water Supply Planning to Support Existing

and Planned Future Uses); (2) provide information on current water demands and projected water demands based on the City of Irwindale's General Plan and specific project proposals; (3) compare water supplies and water demands for the normal, single-dry and multiple-dry years; (4) provide the data to make the sufficiency findings required by the California Environmental Quality Act (CEQA); and (5) identify water supply and infrastructure mitigation measures required by the proposed project and analyze the cumulative impacts of said mitigation measures.

3.0 TERM.

3.1 Term.

The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for the Reliance I Quarry until: (i) December 31, 2047 for all mining of Reliance I Quarry Phase 1 and Phase 2 reserves, (ii) December 31, 2049 for the removal and Processing Plant reclamation unless otherwise extended by City approval in accordance with the intended end use of the Site, (iii) December 31, 2059 for completion of all Reliance I Development Parcel.

The Term shall commence on the Effective Date and shall continue for the Reliance II Landfill until: December 31, 2020 if Vulcan's approval from the City of Azusa for mining at Vulcan's Azusa Rock Quarry is obtained by December 31, 2009, or for each year after December 31, 2009 that such approval is delayed, Vulcan shall have an extension of time equal to such delay, but no later than December 31, 2038, if such approval is not obtained.

However, mining operations and reclamation authorized by this Agreement, the approved Conditional Use Permit and Reclamation Plan for the Reliance I Quarry and for the Reliance II Landfill shall be conducted during the times set forth in the Schedule of Performance. In the event Vulcan has not completed its performance hereunder upon expiration of the Term as to each respective portion of the Site, the City Council may extend the Term in its sole discretion and seek specific performance in lieu of accepting termination but this right shall not preclude City from exercising any other rights hereunder for such violation. Notwithstanding the foregoing, this Agreement shall terminate with respect to any portion of the Site for which Vulcan secures Future Development Approvals for development of the improvements consistent with the ultimate end uses identified for the Site.

3.2 Force Majeure.

Vulcan agrees that the time within which it shall be required to perform any act under this Agreement shall not be extended, provided that (i) the delay is not caused by any excess delay (including, without limitation, restrictions on priority, initiative or referendum, or moratoria) by the City, in which case, Vulcan shall provide written notice to the City specifically describing the nature and extent of the delay and Vulcan's detailed efforts to avoid such delay, which references this Section and deliver such notice either within 30 days of discovering such delay or along with the annual mining reports provided to the City, and Vulcan's obligations shall be extended for such time as the City deems reasonable as a result of the delay if and only if Vulcan provides such written notice to the City within such time; and (ii) the time within which Vulcan shall be required to perform any act under this Development Agreement shall be extended by a period of

time equal to the number of days during which performance of such act is delayed due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, natural disasters, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, processing with any governmental agencies, unusually severe weather, or any other similar causes beyond the control of Vulcan or without the fault of Vulcan. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if written notice by Vulcan claiming such extension is sent to the City within thirty (30) days of knowledge of the commencement of the cause; provided, however, that any extension of time shall be for a maximum of one hundred eighty (180) days; except for delays of reclamation at the Reliance I Quarry caused by a proportional shortfall in the actual accumulated import fill in comparison to the minimum of 500,000 cubic yards per year. Any extension granted herein shall not amend the Term as to reclamation if Vulcan is able to make up the fill shortfall in future years of the Term. An extension of time due to the shortfall of fill shall only apply to the reclamation phase of any portion of the Reliance I Quarry, and not to the mining phase of any portion of the Reliance I Quarry. To the extent the creation of the Reliance I Development Parcel is so delayed, its total area of approximately 42 acres (of developable building pads) may be reduced and/or reconfigured to comply with the reclamation completion date of the Reliance I Quarry of December 31, 2059, or such date shall be extended as necessary to complete the intended parcel.

4.0 DEVELOPMENT OF THE SITE.

4.1 Right to Develop.

During the Term, Vulcan shall have a vested right to develop the Site (subject to Section 5.0 below) to the full extent permitted by the Development Plan and this Agreement. Except as provided within this Agreement, as may be amended, the Development Plan as related to the Project shall exclusively control the mining, reclamation and development of the Site.

4.2 Later Enacted Measures.

Vulcan acknowledges and agrees that this Agreement shall not supersede any initiative, measure, moratorium, statute, ordinance or other limitation enacted after the Effective Date in accordance with the manner described in Section 9.0 below.

4.3 Superseded Mining Agreements.

Over a number of years Vulcan and City have had disagreements regarding the extent to which the Site should be excavated, the application of mining taxes, regulatory standards affecting mining, the timing and plans for reclamation, and the ultimate land uses to be developed. City and Vulcan wish to resolve these disputes with respect to the Site through this Agreement. Further, the previously envisioned uses for the Site are not the highest and best uses under anticipated future market conditions and the City's General Plan. Therefore, it is in the interest of Vulcan to surrender its previous entitlements to obtain the rights set forth in this Agreement, including the statutory protections granted by the Development Agreement Statute. The Parties acknowledge that this Agreement shall , with respect to the Reliance Sites only, all of the Superseded Mining Agreements. With respect to these Sites, the Superseded Mining

Agreements are hereby expressly repealed and superseded by the provisions hereof. The Superseded Mining Agreements related to the Sites are therefore not applicable to the Project and are excluded from the definitions of Land Use Regulations or Development Approvals, with respect to the Sites. Vulcan voluntarily foregoes these rights in consideration of the rights granted hereunder and waives any claims against City whatsoever therefor.

4.4 Priority of Regulations and Approvals.

Notwithstanding anything in this Agreement to the contrary, this Section shall govern the application of Land Use Regulations to the land use components of the Development Approvals. Except as provided in this Section, nothing in Section 4.2 or any other provision of this Agreement shall limit the City's ability to adopt Future Land Use Regulations, nor to review and process Future Development Approvals and regulate and condition such Future Development Approvals consistent with Future Land Use Regulations. However, except as provided in Article 9, no Future Land Use Regulations may be applicable to the Site and no Future Development Approvals may be granted if they are inconsistent with this Agreement or the Concurrent Mining Approvals, except with the written consent of Vulcan. Any alleged inconsistency shall be resolved pursuant to Sections 4.5 and Article 9 below. Nothing herein shall limit the City's right to adopt Future Mining Land Use Regulations with respect to other mining operations in the City, nor limit the rights reserved to City pursuant to Article 9.

4.5 Inconsistencies.

It is expressly agreed that in the event of any inconsistency between the provisions or conditions of the Development Approvals and the provisions of this Agreement, the provisions of this Agreement shall govern. The conditions of such Development Approvals shall be interpreted insofar as possible to prevent such inconsistency, and in the event this Agreement is silent concerning an issue, the conditions of the Development Approvals shall govern. Any question concerning inconsistency shall be pursued by the process established in Article 9 below. If any of the Existing Development Approvals are now or hereafter found to be in conflict with or inconsistent with any of the Future Development Approvals, such conflicting or inconsistent provisions contained in the Existing Development Approvals shall be deemed deleted or modified in order to conform same to the Future Development Approvals.

4.6 CEQA.

The City shall be responsible for any and all processing required under CEQA in connection with this Project. As to the CEQA requirements hereunder, the parties agree as follows:

(a) The City shall review and process new environmental documents for this Agreement, the Conditional Use Permit and the Reclamation Plan for mining and reclaiming the Site.

(b) City has selected HCG, LLC to serve as its environmental consultant in the preparation of the new environmental documents.

(c) Vulcan shall pay the cost of preparing the new environmental documents.

(d) As of the date of this Agreement, Vulcan has deposited with the City the sum of $248,620 as a deposit against the total estimated cost for the preparation of the new environmental documents (for Durbin and Reliance). Should the actual costs required to complete the environmental documents exceed this estimated total cost, Vulcan acknowledges that it is responsible for paying such difference.

(e) City shall pay the environmental consultant selected under subsection 4.6(b) above pursuant to the environmental services contract between City and such consultant, using funds deposited by Vulcan with the City under subsection 4.6(d) above and the City funds, as described therein. Should the funds deposited by Vulcan with City be depleted, Vulcan shall promptly, within fifteen (15) days of the request therefor, deposit additional funds necessary to pay the additional costs estimated to be paid to the environmental consultant until such time as the environmental consultant is fully paid for its services. Within fifteen (15) days after the City's payment of the last invoice to the environmental consultant, the City shall return to Vulcan any unused funds deposited by Vulcan with the City hereunder. No interest shall be paid or credited to Vulcan on such deposit.

4.7 Project Challenges.

In the event of any legal challenge to the City's determinations under CEQA, or to any other City or City Council determination in connection with the Project by any third party, including any Development Approval or Future Development Approval, Vulcan shall be responsible for the cost of the defense of any lawsuit, including all litigation costs thereof, including, but not limited to costs, attorney's fees, and expert witness fees, and shall defend, indemnify and hold harmless the City for any award of damages, costs, attorney's fees, undertakings, or any other liability which may be assigned to the City.

The City will promptly notify Vulcan of any such claim, action or proceeding against the City and Vulcan will either undertake defense of the matter and pay the City's associated legal costs or will advance funds to pay for the defense of the matter by the City Attorney. The City may retain other counsel, but only with the consent of Vulcan, and such consent shall not be unreasonably withheld. The City shall cooperate fully in the defense of any such action. If the City fails to notify Vulcan in a timely manner of any such claim, action or proceeding, so that the City's and/or Vulcan's rights are prejudiced, Vulcan shall not, thereafter, be responsible to defend, indemnify or hold harmless the City. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without Vulcan's consent as to the City's liabilities or rights only, so long as the City's actions do not affect Vulcan's material entitlements under the Agreement and even with those entitlements that are not material, the City will enter into good faith discussions with Vulcan prior to settling or abandoning the matter. Should the City settle or abandon the matter, the City shall waive the indemnification herein, except, the City's decision to settle or abandon the matter following an adverse judgment or failure to appeal shall not cause a waiver of the indemnification rights herein. At the time of the execution of this Agreement, the City has no actual knowledge of any pending or threatened claim which would result in indemnification under this condition.

4.8 Rights of Access.

Representatives of the City shall have the reasonable right of access to the Site without charges or fees, at any time during the period of excavation, reclamation and development, for the purpose of assuring compliance with this Agreement, including but not limited to the inspection of excavation, reclamation and development work being performed by or on behalf of Vulcan. Such representatives of the City shall be those who are so identified by the City Manager. Each such representative of the City shall identify himself or herself at the job site office upon his or her entrance to the Site. City inspectors or designees must be accompanied by Vulcan personnel at all times per Federal MSHA. The City's inspectors shall behave in a manner so as to not interfere with Vulcan's operations or usage of the Site, subject to Vulcan's safety requirements pursuant to Vulcan's policy, California OSHA requirements and Federal MSHA requirements.

4.9 Mining, Reclamation and Development of the Site.

The Site shall be mined, reclaimed and developed in accordance with this Agreement, as more specifically described in Sections 1.2 and 7.0 and the Scope of Development (**Exhibit B**) and within the times set forth in the Schedule of Performance (**Exhibit C**). Vulcan understands and acknowledges that the development of the Site shall require separate discretionary and administrative approvals, as applicable, from the City. Vulcan further understands that the City may amend the allowable uses and development regulations affecting the Site from time-to-time, including, but not limited to, requiring additional infrastructure improvements; provided that the allowable uses and development regulations applicable to the Site remain consistent with Vulcan's investment in the filling and grading work in preparation for development performed at the Site under this Agreement. For example, if the end use contemplated herein was retail-commercial and the fill was being placed to permit such development, the City could change the use to commercial-professional, but not open space. The current regulations concerning mining and reclamation are specified in this Section. Vulcan agrees that the City may amend the regulations applicable to mining and reclamation, provided such amendments are in accordance with Article 9.0 herein.

4.10 Relocation of Processing Plant.

Should Vulcan relocate the Processing Plant, or install a replacement or additional processing plant at the Reliance I Quarry or to any site outside of the City of Irwindale, such relocation, replacement or additional processing activities elsewhere shall be revenue neutral to the City such that Vulcan shall continue to pay the City an in-lieu fee equal to the processing tax otherwise applicable to materials processed at the Plant under Chapter 3.18 of the Irwindale Municipal Code as if the Processing Plant were in the City of Irwindale. The parties contemplate that for Phase 1 mining at the Reliance I Quarry, Vulcan shall pay both the applicable mining and processing tax to the City; during any mining operations at the Azusa Rock Quarry when no mining is occurring within the Reliance I Quarry, Vulcan shall pay the processing tax only to the City, and, thereafter, during Phase 2 mining, Vulcan shall pay the applicable mining tax to the City, plus the applicable processing tax or the in-lieu fee equivalent for any processing operations at either the Reliance I Quarry or outside of the City.

4.11 Release of Mining Rights for Reliance II Landfill.

No further excavation or mining activity shall be permitted in the Reliance II Landfill; provided that excavation incidental and necessary for reclamation shall be permitted. In entering into this Agreement, Vulcan forever waives, releases and relinquishes all right whatsoever to mine the Reliance II Landfill as set forth above and agrees to waive any claims against the City for a taking of property, inverse condemnation, impairment of contract or any other claim as a consequence thereof.

4.12 Project Improvements.

The Project Improvements described in this Section shall be constructed or installed by Vulcan in conjunction with the post-reclamation development of the Site in accordance with the approvals granted by the City at the time.

(a) Drainage.

The design of the storm drain system shall be approved as to design and sizing by the City's engineer, which approval shall not be unreasonably withheld provided the design and sizing is consistent with the standards of the County of Los Angeles. The storm drain system shall be owned, operated, and maintained by Vulcan until ownership is transferred to the Los Angeles County Department of Public Works. Vulcan shall ensure the storm drain system is constructed in accordance with Los Angeles County specifications, and the City and Vulcan shall cooperate to affect the transfer of the storm drain system to the County. It is expressly understood that for those portions of the Site not reclaimed to street level, the storm drain system may incorporate retention basins, overflow facilities, and pumping capacity to insure protection of public safety, all to be developed and maintained by Vulcan or the County, if such improvements are accepted by the County. It is understood that Vulcan may transfer all of its obligations under this Section 4.12(a) pursuant to Section 14.1 of this Agreement.

(b) Streets.

(1) For improvements to Foothill Boulevard and Irwindale Avenue, Vulcan shall pay Two Million Six Hundred Sixty Thousand and 00/100 Dollars ($2,660,000.00). Such payments shall be made as follows:

a. The first payment of One Million One Hundred Forty Thousand ($1,140,000) shall be made sixty (60) days after the effective date of this Agreement.
b. The second payment of Seven Hundred Sixty Thousand ($760,000) shall be made twelve (12) months after the effective date of this Agreement.
c. The third payment of Seven Hundred Sixty Thousand ($760,000) shall be made twenty four (24) months after the effective date of this Agreement.

(2) In the event the City increases the Mining Tax within fifteen (15) years of the effective date of the Agreement, the sum of the above payments shall be credited against such increase in the Mining Tax attributable to Vulcan up to the amount in (1) above.

(c) Walls, Fences and Landscaping.

Vulcan, at its expense, will construct and at all times maintain walls, fences, berms and

landscaping both during Mining Operations and any subsequent development of the Site, as provided in the Development Plan and/or the approved Reclamation Plan, to screen the Site and present an attractive appearance to the community. Continued maintenance may be assured through recorded covenant agreements enforceable by City as provided herein. However, such walls and fences may be removed and/or modified in accordance with Future Development Approvals affecting the Site.

(d) Undergrounding of Utilities.

Vulcan, at its expense, shall underground all utility lines located adjacent to the Project along Foothill Boulevard (West of Irwindale Avenue) in conjunction with the post reclamation development of this Site.

(e) Other Infrastructure Requirements.

Vulcan, at its expense, shall install all necessary infrastructures as identified in the EIR and any subsequent environmental documentation prepared before development for post-reclamation development of the Site.

4.13 Selection of Developer.

The parties will work together for a joint process to select a developer of the Site, which development will be consistent with the terms of this Agreement. Vulcan shall have the ultimate decision on the selection of the developer, but the parties will participate in a joint process for the solicitation and interview of prospective developers. To this end, Vulcan shall provide the City notice of its desire to solicit developers and the list of such prospective developers. Should the City provide Vulcan with any additional suggested developers to consider for solicitation and interview within twenty (20) days of Vulcan's notice, Vulcan shall include such developers in the solicitation. If the City can provide financial incentives for the development, such incentives will be included in the solicitation process, subject to the City's sole discretion on the decision to provide any incentive. Vulcan shall provide City with a copy of the development proposals received in response to the solicitation and meet with City to evaluate same. Thereafter, the parties will schedule a time to interview those developers mutually accepted by the parties. Thereafter, the parties will mutually interview the selected developers and discuss the developer or developers best suited to develop the Site, as contemplated in this Agreement. Should the parties fail to mutually accept a list of developers to be interviewed or selected for development, following the parties' good faith efforts to do so, Vulcan shall have the ultimate decision on such matters.

5.0 TIME FOR CONSTRUCTION AND COMPLETION OF PROJECT.

5.1 Schedule of Performance.

Vulcan understands that the Development and any further developments for the ultimate end use of the Site shall be considered Future Development Approvals, subject to separate discretionary and administrative approvals, as applicable, by the City, as described in Sections 4.9, 5.2 and 6.2 of this Agreement. Vulcan shall submit to the City applications and provide supporting documentation as needed by the City for the Future Development Approvals upon

completion of reclamation on the Site where such developments are contemplated to take place under this Agreement. Upon the City's approval of any Future Development Approval, Vulcan shall commence and complete development in accordance with the Schedule of Performance. Subject to the terms of this Agreement, failure to adhere to the dates set forth in the Schedule of Performance shall be deemed a Default hereunder.

5.2 Right of Vulcan to Control Timing of Development.

Vulcan may conduct the post-reclamation development of the Site or may convey the Site, or a portion thereof, to a development entity. The excavation and reclamation of the Reliance I Quarry and reclamation of the Reliance II Landfill Sites as allowed under this Agreement shall be accomplished in accordance with the Schedule of Performance. However, given that the earliest portion of the Site available for such development will not occur for approximately twelve (12) years, and potentially thirty (30) years, as provided in Scope of Development and Schedule of Performance, it is impractical to precisely regulate the timing, phasing, or sequencing in which the development will occur. Such decisions depend upon numerous factors of construction, the state of the general economy and the geotechnical condition of the fill. The parties shall develop a precise phasing plan within a period of 1-3 years prior to completion of reclamation. Moreover for any of the Sites, Vulcan agrees that no later than one (1) year before completion of reclamation of any portion of the Site, Vulcan shall submit an amendment to the Development Plan as applicable to such parcel, including subdivision maps for the City's approval through its then applicable approval process. Within three (3) years following completion of reclamation of any portion of the Reliance I Development Parcel or Reliance II Landfill that is not subject to the active uses of the Project, Vulcan will file application(s) for development. Such development shall be accomplished within either five (5) years of commencement or in accordance with any phasing plan approved by the City of the reclaimed portion of the Reliance I Development Parcel or Reliance II Landfill, which phasing plan shall be based on a schedule of development supported by a market study describing the optimum timing for development of such parcels, which market study shall be performed by Vulcan at its expense and reviewed and approved by the City within the aforementioned three (3)-year timeline. Should Vulcan identify a proposed development concept or opportunity before the time described in this schedule, Vulcan may submit an application to the City for such development and any necessary amendment to this Agreement to accommodate such development.

5.3 Public Improvements.

Notwithstanding any provision herein to the contrary, the City shall retain the right to condition any post-reclamation Future Development Approvals to require Vulcan to dedicate necessary land, pay any required development fees, and/or to construct the required public infrastructure ("Exactions") at such time as City shall determine subject to the following conditions:

(a) The dedication, payment or construction must be to alleviate an impact caused by the post-reclamation development or be of benefit to same; and

(b) The timing of the Exaction should be reasonably related to the infrastructure needs of the phasing of the post-reclamation development per the Scope of Development, including infrastructure improvements needed before the commencement of such development, and said public improvements shall be phased to be commensurate with the logical progression of the post-reclamation activities and development as well as the reasonable needs of the public.

When Vulcan is required by this Agreement and/or the Development Plan to construct any public works facilities which will be dedicated to the City or any other public agency upon completion, Vulcan shall perform such work in the same manner and subject to the same construction standards as would be applicable to the City or such other public agency should it have undertaken such construction work.

6.0 PROCESSING OF REQUESTS AND APPLICATIONS; OTHER GOVERNMENT PERMITS.

6.1 Standards.

In reviewing Mining Development Approvals after the Effective Date that are discretionary, the City may impose only those conditions, exactions, and restrictions which are allowed by the Development Plan and this Agreement, including, but not limited to, the Conditions of Approval. All other Future Development Approvals shall be subject to conditions, exactions, and restrictions consistent with the then existing land use regulations of City, whatever they may be.

6.2 Processing.

Upon satisfactory completion by Vulcan of (i) all required preliminary actions and meetings, (ii) submittal of required information, and (iii) payment of appropriate processing fees, if any, the City shall promptly commence and diligently proceed to complete all required steps necessary for the processing of this Agreement. In this regard, Vulcan, in a timely manner, shall provide City with all documents, applications, plans and other information necessary for the City to carry out its obligations hereunder and shall cause Vulcan's planners, engineers and all other consultants to submit in a timely manner all required materials and documents therefor. It is the express intent of this Agreement that the parties cooperate and diligently work to implement any zoning or other land use, site plan, subdivision, grading, building, reclamation, or other approvals for Development of the Site, or any further developments for the ultimate end use of the Site. The City will undertake all acts necessary to rezone the Site to permit the industrial and retail-commercial end uses proposed in this Agreement. In the interim, a Quarry Overlay Zone, including any duly approved amendments, will prescribe standards for mining operations at the Site; provided, however, nothing herein shall prohibit Vulcan from pursuing its legal rights to challenge such Quarry Overlay Zone. In the case of any material inconsistencies between this Development Agreement and standards prescribed for a Quarry Overlay Zone, this Agreement shall govern, as to Vulcan's entitlements to (i) mining quantities, (ii) mine to the Maximum Safe Depth, (iii) reclamation quantities, and (iv) the end uses. Notwithstanding the foregoing, nothing contained herein shall be construed to require City to process Vulcan's applications ahead of other projects in process in the City and City's obligations hereunder shall be subject to the

City's workload and staffing at any given time. If Vulcan elects, in its sole discretion, to request the City to incur overtime or additional consulting services to receive expedited processing by the City, Vulcan shall pay all such overtime costs, charges or fees incurred by City for such expedited processing.

6.3 Reclamation Plan.

The Reclamation Plan approved concurrently herewith shall be reviewable by the City every five (5) years. The City's review shall be undertaken in accordance with SMARA, the SMARA Regulations, and City's mining ordinance. Any action or inaction on the part of City concerning the review of the Reclamation Plan may be appealed to the State Board pursuant to SMARA. City may propose and approve changes to the Reclamation Plan that are consistent with SMARA, the SMARA Regulations, and City's mining ordinance and which reclaim the mined lands into readily usable alternative land uses consistent with the Development Approvals and the City's goal to have developable land. Any changes to the Reclamation Plan may be approved by the City by Resolution consistent with Section 9.4, without requiring an amendment to this Agreement, unless such change would create a specific inconsistency with the provisions of this Agreement. If required pursuant to SMARA, any reclamation plan amendment created pursuant to the CUP or this Agreement shall be submitted to the Director of the Department of Conservation for review, consistent with Public Resources Code Section 2774(c), as may be amended from time to time and shall be compliant with the requirements of SMARA. In no event may the City make changes to the Reclamation Plan, which will (i) have a significant adverse economic impact on Vulcan, (ii) interfere with Vulcan's ability to satisfy its obligations hereunder, or (iii) be inconsistent with the provisions of Section 10.1(b).

6.4 Phased Final Maps.

Vulcan may file as many phased final maps for the Project as it deems appropriate and consistent with this Agreement.

6.5 Other Governmental Permits.

Vulcan shall apply in a timely manner for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project in accordance with the phasing requirements set forth herein. The City shall cooperate with Vulcan in its efforts to obtain such permits and approvals.

6.6 Public Agency Coordination.

The City and Vulcan shall cooperate and use reasonable efforts in coordinating the implementation of the Development Plan with other public agencies, if any, having jurisdiction over the Site or the Project.

6.7 Waiver of Permit Streamlining Act.

Sections 65950, et seq., of the Government Code, generally known as the "Permit Streamlining Act" (the "Act"), requires timely processing of development applications and

provides specified time periods for such processing, which if not met, and subject to notice and other procedural requirements, may result in the project being deemed approved. The parties hereby expressly waive the provisions of the Act, and agree that the Project shall be processed in accordance with the Schedule of Performance and this Agreement. Failure to meet any time period established in this Agreement or the Act shall not result in the determination that the Project is "deemed approved." In the event that the time periods provided in this Agreement are not met, the parties' remedies shall be as otherwise provided herein. In the event this Agreement is terminated for any reason, then Vulcan may submit a new development application, and the provisions of the Act shall be reinstated and all applicable time provisions for processing shall commence to run as of the date of the new submittal. Waiver of the requirements of the Act shall not apply with respect to the processing of applications for matters outside the scope of this Agreement.

7.0 RECLAMATION INCENTIVES, LIMITATIONS AND OBLIGATIONS.

The parties contemplate that, unless the provisions of Section 7.3 below apply, beginning on the Commencement Date, as defined in Section 7.2 below, Vulcan will fill the Site with Engineered Fill within the times set forth in the Schedule of Performance, subject to the following:

7.1 Fill Requirements and Specifications.

All Site Development Fill used for the Site shall meet the requirements of this Section and the Scope of Development and be completed within the times set forth in the Schedule of Performance, except as may be delayed by geotechnical conditions of the fill. The determination of fill being above water or underwater for the purpose of distinguishing the type of allowable Site Development Fill to be placed at any given location of the Site shall be based on the location of the groundwater table at the time of fill placement, in accordance with the Guidelines. All Site Development Fill placed into the natural groundwater (Underwater Fill) at any level that exists at the time of fill placement, or such higher level required under the Guidelines, shall comply with all provisions of the Guidelines for Underwater Fill. All Site Development Fill placed above the natural groundwater (Above Water Fill) at any level that it may exist at the time of fill placement, or such lower level required under the Guidelines, shall comply with the provisions of the Guidelines for Above Water Fill.

7.2 Commencement Date/Prioritization of Fill.

Vulcan shall not commence Commercial Filling Operations at the Reliance I Quarry until such time as fill operations at (i) Pit-1, formerly owned by United Rock Products Corporation ("United"), now owned by J.H. Holdings as of the date of this Agreement, bearing APN 8532-001-002 and located at 1270 East Arrow Highway, Irwindale ("Pit-1"), (ii) a 40 acre portion along the 605 Freeway of the Hanson mining operation, bearing APN 8532-004-024, and (iii) United's Pit-2, bearing APN 8533-002-001, APN 8534-017-004, APN 8534-017-005, APN 8534-017-006, and APN 8534-017-007 and located northwest of the intersection of Arrow Highway and Avenida Barbosa (collectively "Priority Quarries") are concluded or until such time as the City, in its discretion, authorizes in writing commencement of Commercial Filling Operations ("Commencement Date"). The City acknowledges that the Reliance II Landfill is a

pre-existing fill operation, not subject to the Commercial Filling Operations limitation described in Section 2.10 or this Section 7.2 and that Vulcan remains free to continue its Commercial Filling Operations thereon. As to any filling activities at the Reliance I Quarry, however, the parties expressly acknowledge that the City is attempting to prioritize filling of mining pits and, as such, the Commencement Date of any Commercial Filling Operations thereon shall be deferred until the Priority Quarries have been reclaimed; subject to the provisions of Section 3.2 above. Reclamation operations shall commence at the Reliance I Quarry within 180 days after Vulcan's receipt of the City's authorization to commence the Commercial Filling Operations and other required permits and authorizations. At such time, Vulcan shall obtain all required permits for the reclamation backfill of the Site and shall immediately commence backfilling the same as provided in the Scope of Development, at **Exhibit B** and further set forth in the Reclamation Plan adopted concurrent herewith. Failure to commence within such time shall cause Vulcan to lose its position on the priority list for Commercial Filling Operations. Notwithstanding the foregoing, nothing herein shall prevent Vulcan from operating a filling operation at the Reliance I Quarry that is not a Commercial Filling Operation at any time, provided Vulcan secures all necessary permits therefor.

7.3 Free-Market Filling Operation.

Should the City and the owners of the Priority Quarries, or their successors or assigns, amend the requirements establishing the Priority Quarries under entitlements granted to United and Hanson, so that any quarry operator in the City may compete in the marketplace for fill materials, the provisions of this Section 7.2 shall not apply with respect to the prioritization of any quarry in the City.

8.0 FEES, TAXES AND ASSESSMENTS.

8.1 General.

During the term of this Agreement, the City shall not, without the prior written consent of Vulcan, impose any additional fees, taxes or assessments on all or any portion of the Project or the Site, except such fees, taxes and assessments as are described in or required by this Development Agreement and/or the Development Plan pursuant to development of the site for the ultimate end uses. This Development Agreement shall not prohibit the application of fees, taxes or assessments as follows:

(a) Vulcan shall be obligated to pay those fees, taxes or City assessments which exist as of the Effective Date or are included in the Development Plan, as stated above, or Concurrent Mining Approvals approved concurrently herewith and any increases in same, as provided herein;

(b) Vulcan shall be obligated to pay any fees or taxes, and increases thereof, imposed on a City-wide basis for activities such as business license fees or taxes, sales or use taxes, utility taxes, and mining taxes;

(c) Vulcan shall be obligated to pay all fees applicable to a permit application as charged by City at the time such application is filed by Vulcan;

(d) Vulcan shall be obligated to pay any future fees or assessments imposed on an area-wide basis, (such as landscape and lighting assessments and community services assessments) provided that the fees and assessments levied against the Site do not constitute more than fifty percent (50%) of the total fees or assessment levied within the applicable area, unless otherwise consented to in writing by Vulcan. Vulcan reserves its right to protest the establishment or amount of any such fees or assessments through the method prescribed by law;

(e) Vulcan shall be obligated to pay any fees imposed pursuant to any assessment district established within the Project otherwise proposed or consented to by Vulcan;

(f) Vulcan shall be obligated to pay any future fees or assessments imposed as a condition of a Development Approval, even if such Development Approval or Future Development Approval is processed and approved after the Effective Date;

(g) Vulcan shall be obligated to pay any fees imposed pursuant to any Uniform Code; and

(h) Vulcan shall be obligated to pay any fees, assessments, or taxes imposed by an area-wide or multi-jurisdictional entity of which City is a member, including but not limited to a sewer sanitation district, transportation district, water replenishment district, or similar entities.

8.2 Mining Tax.

With respect to the City's mining and processing tax pursuant to Irwindale Municipal Code § 3.18.030 and the existing special mining tax pursuant to Irwindale Municipal Code § 3.18.040, and in exchange for the benefits provided herein, Vulcan shall not contest the existing mining taxes imposed by the City or the use of the special mining tax permitted under such ordinance. Vulcan also shall not contest the adjustment to the mining and processing tax or the special mining tax presently provided for in Irwindale Municipal Code § 3.18.030 and 3.18.040, respectively, as the same may be subsequently amended. If the City imposes a new tax, nothing in this Agreement shall prejudice Vulcan from challenging the new tax. Notwithstanding the foregoing, Vulcan shall only be obligated to pay mining taxes, including any tax increases, to the extent all other mining operators are required to pay them and shall receive the benefit of any mining tax reduction given to any other operator, unless such reduction is due to special circumstances applicable solely and exclusively to such other operator.

8.3 Agreement Costs.

In addition to the amounts deposited by Vulcan pursuant to Section 4.6(d) above, City acknowledges receipt of seventy-five thousand dollars ($75,000) from Vulcan to cover the costs and expenses for the preparation of this Agreement, including attorneys' fees.

8.4 Accord and Satisfaction.

No payment by Vulcan or receipt by City of a lesser amount than established by City shall be deemed to be other than a partial payment of the full amount due, nor shall any endorsement or statement on a check or any letter accompanying a check or payment be deemed an accord and satisfaction, and City may accept such check or payment without prejudice to City's right to recover the balance due or pursue any other remedy herein provided.

8.5 Payment Made by City on Behalf of Vulcan.

In the event that:

(a) Vulcan fails to pay any amount due hereunder, whether any fee, cost, or expense, or

(b) City incurs any other expense to remedy the Default of Vulcan, Vulcan having been given the opportunity to cure pursuant to Section 13.5, and

(c) City incurs the expense thereof on behalf of Vulcan,

then Vulcan shall reimburse the City for all such costs and expenses. If the City is not reimbursed for such costs by Vulcan within fifteen (15) days after giving written notice thereof, the same shall be deemed delinquent, and the amount thereof shall bear interest as stated in Section 13.8 until paid. Any and all delinquent amounts, together with said interest, costs and reasonable attorney's fees shall be a personal obligation of the Vulcan as well as a lien and charge, with power of sale, upon that portion of the Site upon which Vulcan has any interest, legal or equitable, and the rents, issues and profits of the Site. The City may bring an action at law against the Site to pay any such sums or foreclose the lien against the Site. Any such lien may be enforced by sale by the City following recordation of a Notice of Default of Sale given in the manner and time required by law as in the case of a deed of trust; such sale to be conducted in accordance with the provisions of Section 2924, 2924(b), and 2924(c) of the California Civil Code, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law.

9.0 AMENDMENT OF DEVELOPMENT AGREEMENT.

9.1 Initiation of Amendment.

Either Party may propose an amendment to this Agreement.

9.2 Procedure.

Except as set forth in Section 9.4 below, the procedure for proposing and adopting an amendment to this Agreement shall be the same as the procedure required for entering into this Agreement in the first instance.

9.3 Consent.

Except as expressly provided in this Agreement, no amendment to all or any provision of this Agreement shall be effective unless set forth in writing, signed by duly authorized representatives of each of the parties hereto and recorded in the Official Records of Los Angeles County.

9.4 Minor Modifications.

(a) Implementation of the Project may require minor modifications of the details of the Development Plan and performance of the Parties under this Agreement. The parties desire to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. Therefore, modifications of the Development Plan agreed to by both Vulcan and City, which are found by the City Manager to be non-substantive and procedural consistent with the terms of this Section 9.4 shall not require modification of this Agreement, but, instead, may be approved administratively by the City Manager in writing.

(b) A modification will be presumed non-substantive and/or procedural if it does not result in more than a ten percent (10%) change in fees, cost, density, volumes, time, intensity of use, permitted uses, the maximum height and size of buildings, the reservation or dedication of land for public purposes, or the improvement and specifications for the Project.

(c) Any modification that the City Manager believes is more than minor, but does not materially change the Development Plan, may be approved by the City Council by Resolution at a public hearing. Material changes to the Development Plan or other terms of this Agreement shall require amendment of this Agreement.

(d) The City will process any material change to this Agreement consistent with State law. The Parties expressly agree nothing herein is intended to deprive any Party or person of due process of law.

9.5 Amendment to Combine Reliance I and Azusa-Reliance Reclamation Plans.

In response to the written comments from OMR, by letters to the City dated July 11 and September 17, 2008, recommending that the City require the Reclamation Plan, as it pertains to the Reliance I Quarry, be combined with the reclamation plan for Azusa-Reliance ("Single Reclamation Plan") pursuant to State Mining and Geology Board Regulation section 3502, the parties contemplate that this Agreement shall be amended by mutual approval of the parties to adopt the Single Reclamation Plan pursuant to the terms of this Section 9.5. Within the times set forth in the Single Reclamation Plan Schedule, at **Exhibit E**, Vulcan shall initiate the process of requesting the City of Azusa to consent to the creation of the Single Reclamation Plan and transfer lead agency responsibilities over reclamation of Azusa-Reliance thereunder to the City of Irwindale. Upon receipt of a formal response from the City of Azusa, Vulcan and the City will pursue the following:

(a) If the City of Azusa is amenable to transferring lead agency responsibilities for the Reliance-Azusa Quarry, Vulcan shall formally request that the City of Azusa approve a resolution approving the transfer to the City of Irwindale within

the times set forth in the Single Reclamation Plan Schedule. Thereafter, Vulcan shall prepare an amendment to the Reclamation Plan to include the Azusa-Reliance Quarry and pay for the City's costs to have the City's environmental consultant prepare an appropriate amendment or supplement to the EIR. Thereafter, the City and Vulcan shall cooperate in processing and considering the approval of the Single Reclamation Plan, securing a resolution from the City of Azusa transferring lead agency responsibilities, and effecting such transfer, as required by SMARA and State Mining and Geology Board Regulations to the City of Irwindale, all in accordance with the Single Reclamation Plan Schedule.

(b) If the City of Azusa is not amenable to transferring lead agency responsibilities, Vulcan and the City of Irwindale shall so inform OMR. In such case, the City of Irwindale and Vulcan will take no further action, unless the State Mining and Geology Board schedules a hearing on the issue, at which time City of Irwindale will support any transfer of lead agency responsibilities of the Reliance-Azusa pit to the City of Irwindale. The parties understand that the City of Irwindale retains the right to challenge, in any manner within its discretion, any transfer of lead agency responsibilities over the combined quarry to the City of Azusa. If the State Mining and Geology Board transfers lead agency responsibilities to the City of Irwindale, Vulcan and the City shall cooperate in processing the approval of the Single Reclamation Plan in accordance with the Single Reclamation Plan Schedule and beginning with paragraph 9 of such schedule.

The parties agree that any extension to the times provided in the Single Reclamation Plan Schedule shall be governed by Section 3.2 or the terms set forth in the Single Reclamation Plan Schedule.

9.6 Effect of Amendment to Development Agreement.

The Parties agree that except as expressly set forth in any such amendment, an amendment to this Agreement will not alter, affect, impair, modify, waive, or otherwise impact any other rights, duties, or obligations of either Party under this Agreement.

10.0 RESERVATIONS OF AUTHORITY.

10.1 Limitations, Reservations and Exceptions.

The application of Land Use Regulations to the Project is governed by Sections 4.2, 6.1 and this Article. In addition to the Existing Land Use Regulations, only the following Land Use Regulations adopted by City hereafter and intended to be applicable to the Site, shall apply to and govern the development of the Site ("Reservation of Authority"):

(a) Future Land Use Regulations. All Future Land Use Regulations shall apply, except for (i) Future Mining Land Use Regulations and (ii) approvals of an amended Development Plan as set forth in Section 5.2.

(b) Future Mining Land Use Regulations. All Future Mining Land Use Regulations shall apply if they (i) are reasonably technically supported, (ii) are within the

City's police power and are required to protect public health and safety, and (iii) are equally applicable to all mining companies operating in the City.

(c) State and Federal Laws and Regulations. Where state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of the Agreement, or require actions not contemplated by this Agreement, those provisions shall be modified, through revision or suspension, to the extent necessary to comply with such state or federal laws or regulations.

(d) Public Health and Safety/Uniform Codes.

(1) Adoption Automatic Regarding Uniform Codes. This Agreement shall not prevent the City from adopting Future Mining Land Use Regulations or amending Existing Land Use Regulations which are Uniform Codes and are based on recommendations of a multi-state professional organization and become applicable throughout the City, such as, but not limited to, the Uniform Building, Electrical, Plumbing, Mechanical, or Fire Codes, or Slope regulations or standards.

(2) Adoption Regarding Public Health and Safety/Uniform Codes. This Agreement shall not prevent the City from adopting Future Mining Land Use Regulations respecting public health and safety to be applicable throughout the City which result from findings by the City that failure to adopt such Future Mining Land Use Regulations would result in a condition injurious or detrimental to the public health and safety and that such Future Mining Land Use Regulations are the most effective means to correct or avoid such injurious or detrimental condition.

(3) Adoption Regarding Environmental Compliance. This Agreement shall not prevent the City from adopting Future Mining Land Use Regulations where the regulation is the most practical means to mitigate a significant adverse environmental condition or hazard and where the cost of implementing the regulation is reasonable relative to public benefit derived and does not constitute an economic hardship substantially affecting Vulcan's operations nor Vulcan's ability to perform its obligations hereunder; provided nothing herein shall limit the City's right to implement Future Mining Land Use Regulations, which are equally applicable to other mining operators in the City.

(e) Ability to Adopt Fees, Taxes and Assessments pursuant to Section 7. This Agreement shall not prevent the City from adopting fees, taxes and assessments per Section 7.0.

10.2 Multi-Jurisdictional Programs.

This Agreement shall not prevent the City from adopting Future Land Use Regulations or amending Existing Land Use Regulations which are area-wide or multi-jurisdictional codes and are based on recommendations of a county or multi-jurisdictional organization and become widely applicable, such as the San Gabriel Valley Council of Governments; provided, however,

that in the case of any material inconsistencies between this Development Agreement and standards prescribed for a such area-wide or multi-jurisdictional codes, this Agreement shall govern as to Vulcan's entitlements to (i) mining quantities, (ii) mine to the Maximum Safe Depth, (iii) reclamation quantities, and (iv) the end uses.

10.3 Objections to Regulation.

In evaluating the reservation of authority to the City and applying the standards described above, in the event Vulcan believes that such Future Mining Land Use Regulation does not satisfy such standards, Vulcan shall give written notice of its objections and the grounds therefor to City, City shall duly consider Vulcan's objections during a noticed public hearing and provide a written response within 30 days after the conclusion of the noticed public hearing. If City finds the objections well founded, City shall suspend the application of the Regulation to the Site. City shall have the obligation to make such findings only if Vulcan's position is supported by clear and convincing evidence.

10.4 Regulation by Other Public Agencies.

It is acknowledged by the Parties that other public agencies not within the control of the City possess authority to regulate aspects of the development of the Site separately from or jointly with the City and this Agreement does not limit the authority of such other public agencies.

11.0 ANNUAL REVIEW.

11.1 Annual Monitoring Review.

City and Vulcan shall review the performance of this Agreement, and the development of the Project, at least once during each twelve (12) month period from the Effective Date and concurrently with the review of Vulcan's financial assurances. The cost of the annual monitoring review shall be borne by Vulcan, but in no event shall such reimbursable costs exceed Fifteen Thousand Dollars ($15,000) per year, escalating by 15% every five years. As part of such annual monitoring review, within thirty (30) days after each anniversary of the Effective Date of this Agreement, Vulcan shall deliver to City the amount of the annual fee, as determined by the City's Director of Finance, as well as all information reasonably requested by City (i) regarding Vulcan's performance under this Agreement demonstrating that Vulcan has complied in good faith with terms in this Agreement and (ii) as required by the Existing Land Use Regulations. If the City determines that Vulcan has substantially complied with the terms and conditions of this Agreement, the review shall be concluded. If the City finds and determines that Vulcan has not substantially complied with the terms and conditions of this Agreement for the period under review, the City may declare a Default by Vulcan in accordance with Section 13.0.

11.2 Estoppel Compliance.

If at the conclusion of an annual monitoring review the City finds that Vulcan is in substantial compliance with this Agreement, the City shall, upon request by Vulcan, issue an Estoppel Certificate pursuant to Section 16.2.

11.3 Failure to Conduct Annual Review.

The failure of the City to conduct an annual monitoring review shall not be a Vulcan Default, provided Vulcan initiates annual monitoring review in accordance with Section 10.1.

12.0 EASEMENT AT RELIANCE II LANDFILL FOR DRAINAGE PURPOSES.

Within the times set forth herein and at no cost to the City, Vulcan shall grant to City a perpetual twenty (20) foot wide drainage easement running along and parallel to the southerly property line of the Reliance II Landfill, along with all necessary temporary construction easements (collectively, "Reliance II Drainage Easement") using a Grant of Easement form as set forth at **Exhibit D** herein. The Reliance II Drainage Easement shall encompass approximately 1.5 acres and is anticipated to be for the purpose of providing future storm water drainage from the City's property known as the North Kincaid Pit and adjacent sites and roadways (collectively, "Kincaid Property"), located east of Irwindale Avenue and adjacent to the north side of the 210 Freeway, as well as for future storm water drainage from the Reliance II Landfill site, and tributaries thereto (when developed in the future for retail-commercial development). The drainage system, within Vulcan's property, is anticipated to be a buried gravity flow pipe of sufficient size and slope to accommodate storm water flows from the Kincaid Property and future development upon the Reliance II Landfill. It is anticipated by both City and Vulcan that the storm water drainage from the Kincaid Property and the Reliance II Landfill will extend to the San Gabriel River for final discharge of the drainage flow from these sites.

Vulcan shall grant to City the Reliance II Drainage Easement at least twelve (12) months before the City has, based on reasonable estimates, approved all final engineering plans for the construction of the drainage system. At least six (6) months before commencing such engineering design, the City shall notify Vulcan of this schedule. Within four (4) months of Vulcan's receipt of such notice, Vulcan shall provide the City with an assessment of the storm water drainage capacity required for the future development of the Reliance II Landfill, including all tributary flows thereto. These storm water drainage capacities will be the City's and Vulcan's proportional flow components of the total design flow capacity of the drainage system. The City shall then proceed to entitle, permit, design and build the drainage system necessary for the Kincaid Property; provided that Vulcan and the City shall use reasonable best efforts to achieve economies of scale regarding their respective proportional costs for those portions of the drainage system that will be utilized by both the Reliance II Landfill and the Kincaid Property. In either event, the cost of the parts (based on its proportional flow capacity requirements) of the drainage system required for the Reliance II Landfill and its flow tributaries shall be the sole responsibility of Vulcan or developers of the Reliance II Landfill site.

In the event the development upon the Reliance II Landfill requires the drainage system before the City requires the system to drain the Kincaid Property, then Vulcan shall notify the City at least eighteen (18) months in advance of such need. Vulcan shall then proceed to entitle, permit, design and build the drainage system necessary for the Reliance II Landfill; provided that Vulcan and the City shall use reasonable best efforts to achieve economies of scale regarding their respective proportional costs for those portions of the drainage system that will be utilized by both the Reliance II Landfill and the Kincaid Property. In either event, the cost of the parts (based on its proportional flow capacity requirements) of the drainage system required for the Kincaid Property and its flow tributaries shall be the sole responsibility of the City or developers of the Kincaid Property; provided that Vulcan shall not charge City any cost for the grant of the Reliance II Drainage Easement.

Should City decide that it does not require the Reliance II Drainage Easement for the Kincaid Property, neither party shall have any further obligation under this Section 12.0, and Vulcan shall not be required to build the storm water drainage system to accommodate the added capacity required for the Kincaid Property drainage; provided that the Reliance II Drainage Easement, unless specifically relinquished by action of the City Council, shall remain in place in perpetuity for future needs of the City to drain the Kincaid Property, at which time any costs to accommodate such future needs of the City shall be borne by the City or developer or operator of the Kincaid Property.

13.0 DEFAULT, REMEDIES AND TERMINATION.

13.1 Security for Performance.

No later than the Effective Date, Vulcan shall provide a performance bond in the amount of Five Millions Dollars ($5,000,000) representing the estimate of the security required to assure Vulcan's faithful performance of all obligations hereunder. The performance bond shall apply to all obligations hereunder, regardless of whether additional security for the performance of any obligation as to any or all portions of the Site is provided elsewhere in this Agreement. The performance bond shall be issued in favor of the City in case of breach of any obligation by Vulcan hereunder (following the notice and cure provisions of Section 13.5 herein) to guarantee compensation for any costs and damages incurred by the City in performing Vulcan's obligations hereunder.

13.2 Financial Assurance Bonds.

Within the time required under the Conditional Use Permit approved concurrently herewith, Vulcan shall post financial assurance bonds or other security meeting the requirements of SMARA Regulations, at Section 3803 in the amount required under the Conditional Use Permit.

13.3 Transfer and Conveyance of SMARA Operation Rights.

(a) Concurrently with this Agreement, Vulcan shall execute the SMARA Operation Rights Transfer and Conveyance Agreement ("SMARA Transfer Agreement"), pursuant to which Vulcan shall participate in the alternative financial assurances mechanism established by the Irwindale Reclamation Authority ("JPA").

Specifically, for purposes of complying with Sections 3803 and 3806 of the regulations promulgated by the State Mining and Geology Board ("SMGB"), allowing greater flexibility to public agencies in providing financial assurance mechanisms for reclamation than to private entities, and to assure that fill revenues from filling activities at the Site with Inert Materials that shall accrue to Vulcan in conducting the operations of the Site shall be counted toward the financial assurance obligations for each of the Site, Vulcan shall transfer to the JPA its rights to operate the Site pursuant to SMARA, including the right to receive revenues from fill operations conducted at the Site.

(b) Simultaneously with the transfer specified in (a) above, the JPA will convey to Vulcan its actual operating rights to the mining and reclamation operations for the Site.

(c) The operating rights transferred to the JPA under the SMARA Transfer Agreement shall be in the nature of a transfer in trust, and confer no title or interest in or to any real or personal property of Vulcan. The actual operating rights to the Site conveyed under the SMARA Transfer Agreement to Vulcan of any nature whatsoever shall remain with Vulcan until and unless Vulcan defaults in its obligations (i) to reclaim the Site as required in this Agreement, or (ii) under the Reclamation Plan, or (iii) to maintain financial assurances, as required by this Agreement. In such event, the JPA shall have the right to enter the Site to cure defaults in reclamation and exercise all other rights under the SMARA Transfer Agreement, including the right to receive fill revenues pursuant thereto.

13.4 Rights of Non-Defaulting Party after Default.

The Parties acknowledge that both Parties shall have hereunder all legal and equitable remedies as provided by law following the occurrence of a Default (as defined in Section 13.5 below) or to enforce any covenant or agreement herein. Before this Agreement may be terminated or action may be taken to obtain judicial relief the Party seeking relief ("Nondefaulting Party") shall comply with the notice and cure provisions of Section 13.5.

13.5 Notice and Opportunity to Cure.

A Nondefaulting Party may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other party ("Defaulting Party") to perform any material duty or obligation of said Defaulting Party under the terms of this Agreement ("Default"). However, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the Default and the actions, if any, required by Defaulting Party to cure such Default. The Defaulting Party shall be deemed in default under this Agreement if the Defaulting Party has failed to completely cure such Default within thirty (30) days after the date of such notice or ten (10) days for monetary Defaults (or such lesser time as may be specifically provided in this Agreement). However, if such non-monetary Default cannot be cured within such thirty (30) day period, and as long as the Defaulting Party does each of the following:

(a) Notifies the Non-Defaulting Party in writing with a reasonable explanation as to the reasons the asserted Default is not curable within the thirty (30) day period;

(b) Notifies the Non-Defaulting Party of the Defaulting Party's proposed cause of action to cure the Default, specifying dates by which specific actions will be taken;

(c) Promptly commences to cure the Default within the thirty (30) day period;

(d) Makes reports in accordance with the time schedule provided to the Non-Defaulting Party as to the progress of the program of cure, showing how the proposed dates have been met and establishing any additional needed dates; and

(e) Diligently prosecutes such cure to completion,

then the Defaulting Party shall not be deemed in breach of this Agreement. Notwithstanding the foregoing, the Defaulting Party shall be deemed in default under this Agreement if said breach or failure involves the payment of money but the Defaulting Party has failed to completely cure said monetary Default within ten (10) days (or such lesser time as may be specifically provided in this Agreement) after the date of such notice.

13.6 Waiver of Breach.

By recordation of a final map on all or any portion of the Vulcan's Site, Vulcan shall be deemed to have waived any claim that any condition of approval of the map and the Development Approvals is improper or that the map or the Development Approvals as approved constitutes a breach of the provisions of this Agreement.

13.7 Remedies Cumulative.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of its 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. Vulcan specifically acknowledges and agrees that the City's remedies under the performance bond described at Section 13.1 are cumulative to other remedies available to City hereunder.

13.8 Interest.

In the event Vulcan fails to perform any monetary obligation under this Agreement, Vulcan shall pay interest thereon at the lesser of: (i) ten percent (10%) per annum, or (ii) the maximum rate permitted by law, from and after the due date of said monetary obligation until payment is actually received by City.

13.9 Rights and Duties Following Termination.

Upon the termination of this Agreement, no Party shall have any further right or obligation hereunder except (i) with respect to any obligations to have been performed prior to

said termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to said termination, and (ii) with respect to the indemnity obligations set forth herein.

14.0 RESTRICTIONS ON TRANSFER.

14.1 General.

Neither Party shall assign or transfer its interests, rights or obligations under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

The term "assignment" as used in this Agreement shall include successors-in-interest to the City that may be created by operation of law. Notwithstanding the foregoing, the City shall have the right to sell, assign or transfer its interest in any real property dedicated or transferred to the City pursuant to the terms of this Agreement or to another public agency.

Vulcan shall not transfer this Agreement or any of Vulcan's rights hereunder, or any interest in the Site or in the improvements thereon, directly or indirectly, voluntarily or by operation of law, except as provided below, without the prior written approval of the City, and if so purported to be transferred, the same shall be null and void. In considering whether it will grant approval to any transfer by Vulcan, which transfer requires the City's approval, the City shall consider factors such as (i) whether the completion of the Project is delayed or jeopardized; (ii) the financial strength and capability of the proposed transferee to perform the City's obligations hereunder; and (iii) the proposed transferee's experience and expertise in the planning, financing, development, ownership, and operation of similar projects.

In addition, no attempted assignment of any of Vulcan's obligations hereunder shall be effective unless and until the successor party executes and delivers to the City an assumption agreement in a form approved by the City assuming such obligations. No consent or approval by the City of any transfer requiring the City's approval shall constitute a further waiver of the provision of this Section 14.1 and, furthermore, the City's consent to a transfer shall not be deemed to release Vulcan of liability for performance under this Agreement unless such release is specific and in writing executed by the City.

The foregoing prohibition shall not apply to any of the following:

(a) Any mortgage, deed of trust, sale/lease-back, or other form of conveyance for financing and any resulting foreclosure therefrom.

(b) The granting of easements or dedications to any appropriate governmental agency or utility or permits to facilitate the development of the Site.

(c) A sale or transfer resulting from or in connection with a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of

the voting capital stock of such corporation or all or substantially all of the assets of such corporation.

(d) A sale or transfer of the Site or Vulcan to any entity controlling, controlled by or under common control with Vulcan Material Company, a New Jersey corporation.

(e) A sale or transfer of Vulcan to another publicly-traded company, so long as the purchaser entity executes an assumption agreement assuming all of Vulcan's duties and obligations hereunder.

14.2 Subject to Terms of Agreement.

Following any such assignment or transfer of any of the rights and interests of Vulcan under this Agreement, in accordance with Section 14.1 above, the exercise, use and enjoyment shall continue to be subject to the terms of this Agreement to the same extent as if the assignee or transferee were Vulcan.

14.3 Release of Vulcan.

Upon the written consent of the City to the complete assignment of this Agreement and the express written assumption of the assigned obligations of Vulcan under this Agreement by the assignee, Vulcan shall be relieved of its legal duty to perform the assigned obligations under this Agreement, except to the extent Vulcan is in default under the terms of this Agreement prior to said transfer.

14.4 No Approval of Terms of Loan by the City.

Notwithstanding anything to the contrary set forth herein with regards to the approval by the City of hypothecation, encumbrances or mortgages, the City shall only have the right to approve the identity of Vulcan's lender, which approval will not be unreasonably withheld, taking into consideration such lender's financial strength, reputation, and other relevant factors. The City shall not have any right to approve any of the terms or conditions of Vulcan's financing arrangements with third party lenders.

15.0 INSURANCE, INDEMNIFICATION, WAIVERS.

15.1 Insurance.

(a) Types of Insurance.

(1) Public Liability Insurance. Beginning on the Effective Date hereof and until completion of construction by Vulcan on the Site, Vulcan shall at its sole cost and expense keep or cause to be kept in force for the mutual benefit of the City and Vulcan comprehensive broad form general public liability insurance against claims and liability for personal injury or death arising from the use, occupancy, disuse or condition of the Site, improvements or adjoining areas or ways, affected by such use of the Site or for property damage, providing protection of at least Two Million Dollars ($2,000,000.00) for bodily injury or death to any one person, at least Five Million Dollars ($5,000,000.00) for any one accident or occurrence, and at least One

Million Dollars ($1,000,000.00) for property damage, which limits shall be subject to such increases in amount as the City may reasonably require from time to time.

(2) Builder's Risk Insurance. Before commencement of any construction, Vulcan shall procure and shall maintain in force until completion and acceptance of the work, "all risks" builder's risk insurance including vandalism and malicious mischief, covering improvements in place and all material and equipment at the job site furnished under contract, but excluding contractor's, subcontractor's, and construction manager's tools and equipment and property owned by contractor's or subcontractor's employees, with limits in accordance with subsection (1) above.

(3) Worker's Compensation. Vulcan shall also furnish or cause to be furnished to the City evidence reasonably satisfactory to it that any contractor with whom Vulcan has contracted for the performance of any work for which Vulcan is responsible hereunder carries workers' compensation insurance as required by law.

(4) Other Insurance. Vulcan may procure and maintain any insurance not required by this Agreement, but all such insurance shall be subject to all of the provisions hereof pertaining to insurance and shall be for the benefit of the City and Vulcan.

(5) Insurance Policy Form, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies licensed to do business by California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VIII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, Vulcan agrees that the minimum limits of the insurance policies and the performance bond required by this Section may be changed accordingly upon receipt of written notice from the Risk Manager; provided that Vulcan shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within ten (10) days of receipt of notice from the Risk Manager. All such policies shall be non-assessable and shall contain language, to the extent obtainable, to the effect that (i) any loss shall be payable notwithstanding any act of negligence of the City or Vulcan that might otherwise result in the forfeiture of the insurance, (ii) the insurer waives the right of subrogation against the City and against the City's agents and representatives, except as provided in this Section 15.1; (iii) the policies are primary and noncontributing with any insurance that may be carried by City; and (iv) the policies cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to the City or the City's designated representative. Vulcan shall furnish the City with copies of all such policies promptly on receipt of them, or with certificates evidencing the insurance. The City shall be named as an additional insured on all policies of insurance required to be procured by the terms of this Agreement.

(b) Failure to Maintain Insurance and Proof of Compliance.

Vulcan shall deliver to the City, in the manner required for notices, copies of certificates of all insurance policies required hereunder together with evidence satisfactory to the City of

payment required for procurement and maintenance of each policy within the following time limits:

(1) For insurance required above, within thirty (30) days after the Effective Date.

(2) For any renewal or replacement of a policy already in existence, at least ten (10) days before expiration or termination of the existing policy.

If Vulcan fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish the City with required proof that the insurance has been procured and is in force and paid for, such failure or referral shall be a default hereunder.

15.2 Indemnification.

(a) General.

Vulcan shall defend, indemnify and hold harmless the City, its agents, officers, consultants and employees from any claim, action or proceeding against the City or its agents, officers, consultants or employees to attack, set aside, void or annul any approval of the City, its legislative body, Planning Commission, or other advisory agencies, or administrative officers concerning this Agreement, the Conditional Use Permit, Reclamation Plan, and related approvals, or for any damage to persons or property, losses, costs, penalties, obligations, or liabilities arising out of or in connection with Vulcan's acts or omission on the Site, whether or not such act or omission resulted or was undertaken pursuant to this Agreement, the Conditional Use Permit, Reclamation Plan, and related approvals. The City will promptly notify Vulcan of any such claim, action or proceeding against the City and Vulcan will either undertake defense of the matter and pay the City's associated legal costs or will advance funds to pay for the defense of the matter by the City Attorney. The City may retain other counsel, but only with the consent of Vulcan, and such consent shall not be unreasonably withheld. The City shall cooperate fully in the defense of any such action. If the City fails to notify Vulcan in a timely manner of any such claim, action or proceeding, so that the City's and/or Vulcan's rights are prejudiced, Vulcan shall not, thereafter, be responsible to defend, indemnify or hold harmless the City. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without Vulcan's consent as to the City's liabilities or rights only, so long as the City's actions do not affect Vulcan's material entitlements under the Agreement, and even with those entitlements that are not material, the City will enter into good faith discussions with Vulcan prior to settling or abandoning the matter. Should the City settle or abandon the matter, the City shall waive the indemnification herein, except, the City's decision to settle or abandon the matter following an adverse judgment or failure to appeal shall not cause a waiver of the indemnification rights herein. At the time of the execution of this Agreement, the City has no actual knowledge of any pending or threatened claim which would result in indemnification under this condition.

(b) Exceptions

The foregoing indemnity shall not include claims or liabilities arising from the sole or gross negligence or willful misconduct of the City, its officers, agents, or employees, who are directly responsible to the City.

(c) Additional Coverage.

Without limiting the generality of the foregoing, said indemnity shall include any liability arising by reason of:

(1) Any claim made by any occupant, subtenant, assignee, employee, agent, visitor, invitee, or user of any portion of the Site;

(2) Any accident or other occurrence in or on the Site causing injury to any person or property whatsoever;

(3) Any failure of Vulcan to comply with performance of all of the provisions of this Agreement;

(4) Vulcan's failure to prevent any employee or any invitee or any other person from entering upon or remaining in any place upon the Site which is not safe and does not comply with all laws pertaining thereto as they may now or hereafter exist; or

(5) Any harm, delays, injuries or other damages incurred by any party as a result of any subsurface conditions on the site, including but not limited to, the presence of buried debris, hazardous materials, hydrocarbons, or any form of soil contamination.

(d) Loss and Damage.

The City shall not be liable for any damage to property of Vulcan or of others located on the Site, nor for the loss of or damage to any property of Vulcan or of others by theft or otherwise. The City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Site or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Site, or by any other cause of whatsoever nature.

(e) Period of Indemnification.

The obligations for indemnity under this Section 15.2 shall begin upon the Effective Date and shall terminate upon termination of Development Agreement, provided that indemnification shall apply to all claims or liabilities arising during that period even if asserted at any time thereafter.

15.3 Waiver of Subrogation.

Vulcan agrees that it shall not make any claim against, or seek to recover from City or its agents, servants, or employees, for any loss or damage to Vulcan or to any person or property,

except as specifically provided hereunder and Vulcan shall give notice to any insurance carrier of the foregoing waiver of subrogation, and obtain from such carrier, a waiver of right to recovery against City, its agents and employees.

16.0 EFFECT OF AGREEMENT ON TITLE.

16.1 Covenants Run with the Land.

Subject to the provisions of Sections 14.0 and 17.0:

(a) All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring any rights or interests in the Site, or any portion thereof, whether by operation of laws or in any manner whatsoever and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns;

(b) All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law; and

(c) Each covenant to do or refrain from doing some act on the Site hereunder (i) is for the benefit of and is a burden upon every portion of the Site; (ii) runs with such lands; and (iii) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and each person having any interest therein derived in any manner through any owner of such lands, or any portion thereof, and each other person succeeding to an interest in such lands.

16.2 Estoppel Certificate.

Either Party (or a lender approved by City under Section 14.4) may at any time deliver written notice to the other Party requesting an estoppel certificate (the "Estoppel Certificate") stating:

(a) The Agreement is in full force and effect and is a binding obligation of the Parties; and

(b) The Agreement has not been amended or modified either orally or in writing or, if so amended, identifying the amendments.

A Party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting Party within thirty (30) days after receipt of the request. The City Manager may sign Estoppel Certificates on behalf of the City, in a form approved by the City Attorney. An Estoppel Certificate may be relied on by assignees and Mortgagees. Notwithstanding the foregoing, the Party receiving the request may decline to provide an Estoppel Certificate if that Party has previously given the other Party actual notice of a default or is aware of circumstances which may constitute a default. If requested to do so by the requesting Party, the Party receiving the request may state in writing the reasons for declining the request.

17.0 OPTION TO PROPERTY AND PRESCRIPTIVE WATER RIGHTS: TRANSFER AND RIGHT OF FIRST NOTICE

17.1 Prescriptive Water Rights.

(a) Sale of Any Parcel of the Site.

As to any portion of the Site ("Parcel") intended for future development, before transfer of such Parcel to any third party purchaser, Vulcan shall, at its sole expense, have a Water Supply Assessment prepared; assessing the water needs for the proposed development of such Parcel, which Water Supply Assessment shall be subject to the review and written approval of the City Engineer. Vulcan shall not transfer any such Parcel, without assuring Vulcan will provide the necessary Water Supply Assessment information necessary to complete the development of such Parcel, and in the event the transferee of such Parcel is unable to obtain a water supply sufficient to meet the requirements of the proposed development, Vulcan will assure that the water supply needs of such Parcel can be met, which may include a reservation or transfer by Vulcan of such water rights.

(b) Notification of Sale and Opportunity to Purchase.

Subject to Section 17.1(c) below, at any time during the Term of this Agreement, Vulcan may sell or otherwise transfer the balance of any of its prescriptive water rights, and not required by the future development of any portion of the Site pursuant to Section 17.1(a) ("Balance of Water Rights"); provided Vulcan complies with the provisions of this Section 17.1(b). Should Vulcan desire to sell or otherwise transfer any portion of the Balance of Water Rights, Vulcan shall notify the City at least ten (10) days before any offer to a third party. Within such time, City may offer to purchase, lease or otherwise acquire such Balance of Water Rights, or portion thereof, and Vulcan shall negotiate in good faith with City regarding such sale or transfer, provided that Vulcan shall have no obligation to sell the Balance of Water Rights. City shall have the right, as a contingency to its acquisition, if any, to conduct due diligence regarding any environmental conditions and fair market valuation related to such Balance of Water Rights.

(c) City of Azusa Right of First Refusal.

Should Vulcan decide to sell or otherwise transfer any portion of the Balance of Water Rights during the period starting on the Effective Date and ending five (5) years from such date ("Azusa ROFR Period"), the City of Azusa shall have a first right of refusal to lease the Balance of Water Rights in accordance with the terms of the City Council of the City of Azusa, Resolution No. 99-C75, dated June 7, 1999. If Vulcan makes or receives an offer to transfer any portion of the Balance of Water Rights during the Azusa ROFR Period, Vulcan shall have no obligation to negotiate or make an offer to the City of Irwindale regarding the transfer of such Balance of Water Rights. However, Vulcan shall notify the City of Irwindale of any sale or other transfer of any portion of Balance of Water Rights during the Azusa ROFR Period.

17.2 Notice of Sale of Site.

Vulcan shall notify the City in writing, on the first occasion that Vulcan determines that Vulcan shall commence the marketing of any property it owns in the City, including but not limited to the Site portions thereof ("Sale Property") for sale to third parties ("Vulcan Notice"). If the City notifies Vulcan in writing within thirty (30) days ("City Notice") after receiving the Vulcan Notice that it is interested in purchasing the Sale Property, Vulcan agrees to meet with the City to discuss terms regarding a possible sale of the Sale Property to the City, provided that (i) in no event shall Vulcan be obligated to sell the Sale Property to the City or enter into any other arrangement with the City with respect to the Sale Property, and (ii) Vulcan shall remain free to enter into an agreement with any other party regarding the sale or transfer of any interest in the Sale Property to such party on terms acceptable to Vulcan; provided, however, that if City timely delivers the City Notice, Vulcan shall first provide City sixty (60) days to appraise and inspect the Sale Property to develop any offer the City deems appropriate. After the expiration of that time period, Vulcan is free to sell or transfer the Sale Property to any entity it so desires. Any purchase and sale agreement between Vulcan and the City will only be entered into by Vulcan if it decides, in its sole and absolute discretion, that such a purchase and sale agreement is on terms and conditions acceptable to Vulcan, in its sole and absolute discretion.

18.0 GENERAL.

18.1 Non-liability of City Officers and Employees.

No official, agent, contractor, or employee of the City shall be personally liable to Vulcan, 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 Vulcan or to its successor, or for breach of any obligation of the terms of this Agreement.

18.2 Conflict of Interest.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation.

18.3 Covenant Against Discrimination.

Vulcan covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Vulcan shall take affirmative action to insure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

18.4 Construction of Agreement.

The language of this Agreement shall be construed as a whole and given its fair meaning. The captions of the sections and subsections are for convenience only and shall not influence construction. This Agreement shall be governed by the laws of the State of California. This Agreement shall not be deemed to constitute the surrender or abrogation of the City's governmental powers over the Site.

18.5 Severability.

If any covenant, term, condition, or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law unless that covenant, term, condition, or provision declared to be invalid is so material that its invalidity deprives either party of the basic benefit of their bargain or renders the remainder of this Agreement meaningless.

18.6 Attorney's Fees.

If either Party to this Agreement is required to initiate or defend any action or proceeding, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted.

18.7 Time of Essence.

Time is of the essence in:

(a) The performance of the provisions of this Agreement as to which time is an element; and

(b) The resolution of any dispute which may arise concerning the obligations of Vulcan and City as set forth in this Agreement.

18.8 Waiver.

Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

18.9 No Third Party Beneficiaries.

The only parties to this Agreement are Vulcan and the City. There are no third Party beneficiaries and this Agreement is not intended, and shall not be construed to benefit or be enforceable by any other person whatsoever.

18.10 Mutual Covenants.

The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

18.11 Counterparts.

This Agreement may be executed by the parties in counterparts which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

18.12 Authority to Execute.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such Party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party; (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement; (iv) the entering into of this Agreement does not violate any provision of any other Agreement to which said Party is bound; and (v) there is no litigation or legal proceeding which would prevent the parties from entering into this Agreement.

18.13 Notices, Demands and Communications Between the Parties.

Notices, demands, submission of documents, and communications between City and Vulcan shall be given either by personal service, delivery by courier, or by mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the addresses provided below.

CITY:	CITY OF IRWINDALE 5050 North Irwindale Avenue Irwindale, CA 91706 Telecopier No. (626) 962-4209 Attn: City Manager
A copy to:	ALESHIRE & WYNDER, LLP 18881 Von Karman Avenue, #400 Irvine, CA 92612 Telecopier No. (949) 223-1180 Attn: Fred Galante, Esq.

Vulcan:	CALMAT CO., dba VULCAN MATERIALS CO., WESTERN DIVISION 3200 San Fernando Road Los Angeles, California 90065 Telecopier No. (323) 258-1583 Attn: David B. Pasley
A copy to:	JEFFER, MANGELS, BUTLER & MARMARO LLP 1900 Avenue of the Stars, Seventh Floor Los Angeles, CA 90067-5010 Telecopier No. (310) 203-0567 Attn: Joel D. Deutsch, Esq.

Any such notice shall be deemed to have been given upon delivery if personally served or delivered by courier, or upon the expiration of three (3) business days after mailing if given by certified mail, return receipt requested. Such written notices, demands and communications may be sent in the same manner to such other addresses as a party may from time to time designate by mail.

18.14 Further Actions and Instruments.

Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

18.15 Recitals.

The recitals in this Agreement constitute part of this Agreement and each Party shall be entitled to rely on the truth and accuracy of each recital as an inducement to enter into this Agreement.

18.16 Recording.

The City Clerk shall cause a copy of this Agreement, or a memorandum thereof, to be executed by the City and recorded in the Official Records of Los Angeles County no later than ten (10) days after the Effective Date. The recordation of this Agreement is deemed a ministerial act and the failure of the City to record the Agreement as required by this Section and the Development Agreement Statute shall not make the Agreement void or ineffective.

18.17 Relationship of Parties.

It is specifically understood and agreed by and between the Parties that the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that such Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. The only relationship between the City

and Vulcan is that of a government entity regulating the development of private property and the owner of such private property.

18.18 Inspection of Books and Records.

In addition to any other right of inspection otherwise allowed by law, the City shall have the right to inspect, upon not less than seventy-two (72) hours notice, at a reasonable time, the production records and tax payment information of Vulcan which pertain to the Project. The parties agree that Vulcan's financial statements and financial records not pertaining to the Project are confidential and shall not be disclosed to City pursuant to the provisions of this Agreement.

18.19 Integration Clause.

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements, and understandings, if any, between the parties hereto or displayed by the City to Vulcan with respect to the subject matter thereof, except for the Development Approvals, and none shall be used to interpret or construe this Agreement. This Agreement includes all attachments attached hereto, which by this reference are incorporated herein. Said documents shall be interpreted insofar as possible to prevent any inconsistency and to effectuate the terms thereof, without one prevailing over the other.

19.0 EXHIBITS.

The following are the Exhibits to this Agreement:

Exhibit A:	Site Map
Exhibit A-1	Legal Description of Sites
Exhibit B:	Scope of Development
Exhibit B-1	Manner of Reclamation
Exhibit B-2	Typical Slope Cross Sections
Exhibit C:	Schedule of Performance
Exhibit D:	Form Easement Deed for Reliance II Drainage Easement
Exhibit E:	Single Reclamation Plan Schedule
Exhibit F:	Reliance Reclamation Plan Drawings

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City and Vulcan have executed this Development Agreement on the date first above written.

"CITY"

CITY OF IRWINDALE, a municipal corporation

Mayor

Attest:

Deputy City Clerk

Approved as to form:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

"VULCAN"

CALMAT CO., a Delaware corporation, dba VULCAN MATERIALS COMPANY, WESTERN DIVISION

By:
Name: Alun D. Wessel
Title: President

By:
Name: BRIAN W. FERRIS
Title: V.P., ASST. SEC.

[END OF SIGNATURES / NOTARY JURAT(S) FOLLOW]

RESOLUTION NO. 2008-65-2337

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, LOS ANGELES COUNTY, GRANTING FINAL APPROVAL OF CONDITIONAL USE PERMIT NO. 7-06 CUP AND THE ATTENDANT RECLAMATION PLAN AND FINANCIAL ASSURANCES TO ALLOW VULCAN MATERIALS COMPANY, INCORPORATED, TO CONTINUE MINING AND TO RECLAIM THE RELIANCE I QUARRY SITE AND TO CONTINUE FILLING THE RELIANCE II LANDFILL FOR RETAIL COMMERCIAL AND INDUSTRIAL USES UPON COMPLETION OF MINING

RECITALS:

(i) The Applicant, Vulcan Materials Company Incorporated (VMC), pursuant to Chapters 17.60 and 17.63 of the Irwindale Municipal Code (IMC) and the provisions of the California Surface Mining and Reclamation Act (SMARA), is requesting final approval of a conditional use permit for the continued mining of the Reliance I Quarry until December 31, 2037, or until reaching the maximum permitted depth of 440 feet below ground surface (bgs), whichever event occurs first, and approval of the continued filling of the Reliance II Landfill. The Applicant also seeks approval of the required Reclamation Plan and Financial Assurances (the "Proposed Project"). The Reclamation Plan describes the methods for reclaiming the Quarry Site and the Landfill Site for industrial and commercial uses. Development Agreement (DA) No. 2-06 and Conditional Use Permit (CUP) No. 7-06 supersede all of the prior entitlements granted by the City to VMC or to any of its predecessors. Hereinafter in this Resolution, the subject Conditional Use Permit shall be referred to as the "Application."

(ii) The Reliance I Quarry consists of a 124.2-acre sand and gravel quarry located in the City of Irwindale, Los Angeles County, at 16001 Foothill Boulevard and is generally bounded by the industrial uses on the north, a sand and gravel quarry located in the City of Azusa on the east, commercial and industrial uses on the south, and a flood control channel on the west. The access to the Site is from Foothill Boulevard. The Project Site is zoned M-2 (Heavy Manufacturing).

(iii) The Reliance II Landfill consists of an 89.6-acre site located in the City of Irwindale, Los Angeles County, at 15990 Foothill Boulevard and is generally bounded by the Reliance I Quarry on the north, commercial and industrial uses on the east, the I-210 Freeway on the south, and a flood control channel on the west.

Access to the site is from Foothill Boulevard. The Project Site is zoned M-2 (Heavy Manufacturing).

(iv) Pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 (CEQA), as amended (Public Resources Code, Section 2100 *et seq.*), the State CEQA Guidelines (California Code of Regulations, Title 14, Section 1500 *et seq.*), and the CEQA Guidelines of the City of Irwindale, the City, as the Lead Agency, has prepared a Draft Environmental Impact Report (DEIR) and a Final Environmental Impact Report (FEIR) for the Proposed Project. The DEIR identified no significant impacts after implementation of the recommended Mitigation Measures. The DEIR, State Clearinghouse Number 2006051107, was circulated for review and comment from December 6, 2007 through January 21, 2008. The City received comments on the DEIR from one (1) public agency (the State of California Native American Heritage Commission). Responses to the comments have been prepared and, together with the comments; have been included in the FEIR. The FEIR has been made available for review by the public at the City of Irwindale Planning Department. The FEIR was certified by the City Council on June 11, 2008.

(v) Pursuant to Section 17.60.050 of the IMC, the City Council has final approval authority for any use permit, including the approval of reclamation plans and financial assurances, to allow for mining to a depth exceeding one hundred and fifty feet (150').

(vi) On February 7, 2008, the Planning Commission opened a duly noticed public hearing, as required by law on the Application, took testimony, and continued the public hearing to the March 6, 2008 Planning Commission meeting.

(vii) On March 6, 2008, the Planning Commission resumed the public hearing, took testimony, and continued the public hearing to the April 3, 2008 Planning Commission meeting.

(viii) On April 3, 2008, the Planning Commission resumed the public hearing, took testimony, and continued the public hearing to the May 1, 2008 Planning Commission meeting.

(ix) On May 1, 2008 the Planning Commission of the City of Irwindale conducted a duly noticed public hearing on the Application, Reclamation Plan, Financial Assurances, and Final Environmental Impact Report (FEIR) and concluded said public

hearing and approved Resolution No. 528(08) recommending that the City Council conditionally approve Conditional Use Permit No. 7-06; Development Agreement No. 2-06; the attendant Reclamation Plan and Financial Assurances; and certify the Final Environmental Impact Report (SCH # 2006051107); and direct staff to forward the Reclamation Plans and Financial Assurances to the OMR.

(x) On May 28, 2008, the City Council of the City of Irwindale opened a duly noticed public hearing, as required by law on the Application, took testimony, and continued the public hearing to the June 11, 2008 City Council meeting.

(xi) On July 11, 2008, the City Council of the City of Irwindale resumed the public hearing, took testimony and concluded said public hearing and adopted Resolution No. 2008-28-2300 conditionally approving Conditional Use Permit No. 7-06; the attendant Reclamation Plan and Financial Assurances; certifying the Final Environmental Impact Report (SCH # 2006051107); Ordinance No. 627 conditionally approving Development Agreement No. 2-06; and directing staff to forward the Reclamation Plans and Financial Assurances to the OMR.

(xii) On September 24, 2008, the City Council, having received the comment letters from OMR concerning the proposed Reclamation plan, held a final public hearing, took testimony and concluded said public hearing to consider final approval of Conditional Use Permit No. 7-06 and the attendant Reclamation Plan and Financial Assurances and directing staff to send the Reclamation Plan and Financial Assurances to the OMR.

(xiii) All legal prerequisites to the adoption of this resolution have occurred.

B. RESOLUTION.

NOW THEREFORE, it is hereby found, determined and resolved by the City Council of the City of Irwindale as follows:

1. The City Council hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

2. Based upon substantial evidence presented to this City Council during the public hearing conducted with regard to the Application, including written staff reports, the Reclamation Plan and Financial Assurances, the FEIR, and verbal testimony, this City Council hereby specifically finds as follows:

a. The Reclamation Plan complies with SMARA, Sections 2772 and 2773, and any other applicable provision.
b. The Reclamation Plan complies with applicable State Regulations.
c. The Reclamation Plan and potential uses of reclaimed land pursuant to the plan are consistent with Chapter 17.63 of the IMC, the General, and any applicable resource plan or element.
d. The Reclamation Plan has been revised pursuant to CEQA and the City's environmental review, and there will be no significant adverse impacts from reclamation of the surface mining operations that cannot be mitigated to a less than significant level.
e. The land and/ or resources such as water bodies to be reclaimed, will be restored to a condition that is compatible with, and blends in with, the surrounding natural environment, topography and other resources.
f. The Reclamation Plan will restore the mined lands to a usable condition which is readily adaptable for alternative land uses consistent with the General Plan and any applicable resource plan.
g. A written response to the State Department of Conservation, Office of Mine Reclamation (OMR) has been prepared, describing the disposition of major issues raised by that department. Where the City's position varies from the recommendations or any objections raised by the State Department of Conservation, the City's response shall address in detail why specific comments and suggestions by that Department were not accepted. OMR's response to the City's responsive letter was received by the City on September 17, 2008, confirming that the City has addressed most comments. The City will continue to work with Vulcan to address any remaining comments raised in OMR's September 17 letter.
h. As a result of OMR's comment supporting the merger of the Reliance 1 Quarry and Reliance-Azusa quarries into a single reclamation plan, with transfer of lead agency responsibilities over reclamation from the City of Azusa to the City of Irwindale, the approval provided by the City Council herein shall be amended, as needed, to address the single reclamation plan for the aforementioned 2 quarries upon approval of the revised reclamation plan and transfer of lead agency duties to the City of Irwindale over the Reliance-Azusa portion of the combined reclamation plan quarries in accordance with the schedule attached hereto as Attachment "B".

3. The City Council hereby specifically finds and determines that the Reclamation Plan and Financial Assurances prepared for the Reliance I Quarry and Reliance II Landfill comply with the provisions of the California Surface Mining and Reclamation Act.

4. The City Council hereby specifically finds and determines that, after their review and consideration of the Final Environmental Impact Report, prepared in compliance with the provisions of the California Environmental Quality Act (CEQA) of

1970, as amended, and guidelines promulgated thereunder, for the Proposed Project, the Proposed Project will not have any significant impact on the environment after the implementation of the recommended Mitigation Measures during the mining and reclamation phases of the project. This City Council further finds that said FEIR reflects the independent judgment of the City of Irwindale, as the Lead Agency. The FEIR was certified by the City Council on June 11, 2008.

5. Based upon the substantial evidence and conclusions set forth hereinabove, this City Council hereby grants final approval of Conditional Use Permit No. 7-06 subject to the Conditions of Approval set forth in Exhibit "A" attached hereto and the requirement that this Resolution be amended upon the submission by Vulcan of a revised reclamation plan for the combined quarries of Reliance I Quarry and Reliance-Azusa and transfer of lead agency responsibilities over reclamation to the City of Irwindale for the combined reclamation plan of such 2 quarries in accordance with the schedule attached hereto as Attachment "B"; and grant final approval of the Reclamation Plan and Financial Assurances.

6. The Deputy City Clerk shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a certified copy of this Resolution, by certified mail, return receipt requested, to the Applicant at the address as set forth on the Application.

PASSED, APPROVED, AND ADOPTED this 24th day of September 2008.

Larry G. Burrola, Mayor

ATTEST:

Linda J. Kimbro, MMC
Deputy City Clerk

I, Linda J. Kimbro, MMC, Deputy City Clerk of the City of Irwindale, do hereby certify the foregoing Resolution No. 2008-65-2337 was adopted at a regular meeting of the City Council held on the 24th day of September 2008, by the following vote:

AYES:	Councilmembers:	Breceda, Ortiz, Mayor Burrola
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Fuentes, Garcia
ABSTAINED:	Councilmembers:	None

Linda J. Kimbro, MMC
Deputy City Clerk

State of California
County of Los Angeles
City of Irwindale

I, Linda J. Kimbro, Deputy City Clerk, do hereby certify that the attached is a full, true and correct copy of the original,

Resolution No. 2008-65-2337

and on file in the City files of the City of Irwindale, and that I have carefully compared the same with the original.

Deputy City Clerk

ATTACHMENT "A"
CONDITIONAL USE PERMIT NO. 7-06
CONDITIONS OF APPROVAL

Final Conditions of Approval

(September 16, 2008)

Vulcan Materials Company, Inc. (VMC) Reliance I Quarry and Reliance II Landfill
CONDITIONAL USE PERMIT No. 7-06

Before final acceptance of the use authorized under this CONDITIONAL USE PERMIT ("CUP"), all conditions listed below, which are at that time due to be performed, shall be completed to the satisfaction of the appropriate City department or its designee, depending upon which department recommended the condition. .

Any agreements, easements or covenants required to be entered into between the parties shall be in a form reasonably approved by the City Attorney.

GENERAL CONDITIONS:

1. This CUP No. 7-06 modifies and supersedes all previous entitlements in that CUP No. 7-06 permits mining until (i) a maximum allowable mining depth in the Reliance I Quarry (together with the Reliance II Landfill, the "Site") as depicted in the Mine Slope Profile, attached as Exhibit "A" hereto, based on a maximum depth of 440 feet (to a level pit floor at elevation 150 mean sea level ("msl")_, or (ii) until December 31, 2047, whichever occurs first. Reclamation backfill of the Reliance I site may continue after completion of mining until backfill is completed or 2059, whichever occurs first. CUP No. 7-06 also permits continued fill operations at the Reliance II Landfill. All backfill for these sites shall be in accordance with the City's "Guidelines For Above Water Backfillling Of Open-Pit Mines, Irwindale, California, November 23, 2005; and "Guidelines For Underwater Backfilling Of Open-Pit Mines, Irwindale, California, May 20, 2005".

2. All conditions, requirements, ordinances, rules, regulations and/ or policies, as they may be amended from time to time, applied and/or enforced by any local agency, Federal or State agency, the State of California, the County of Los Angeles or any other public or quasi-public entity including the City of Irwindale, and each of its departments and divisions, with jurisdiction over the Site (collectively "Applicable Law") shall be satisfied by the Applicant, and such conformance shall be maintained at all times while the use approved by this CUP is in operation.

3. The Applicant shall fully cooperate with the City of Irwindale and any agency or entity with jurisdiction over the Site and uses approved thereon

regarding the filing of any materials, execution of documents, instruments or similar items and all other acts, actions or undertaking deemed reasonably necessary by the City of Irwindale to further the purposes of this CUP. The Applicant's full cooperation shall be at no cost to the City.

4. If the use authorized by this CUP has become idle (as defined in SMARA §2727.1 as such provision may be amended from time-to-time), Applicant shall, within ninety (90) days thereafter, submit to the Director of Planning for review and approval, an interim management plan (IMP), pursuant to §2770 of SMARA, as may be amended. The IMP shall be processed in accordance with §17.63.110 of the Irwindale Municipal Code and §2770 of SMARA, as may be amended.

5. This CUP may be revoked for any material violation of or noncompliance with any of the conditions of approval of this CUP or Applicable Law in accordance with Sections 17.80.140 and 17.63.140 of the Zoning Ordinance, as it may be amended.

6. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, consultants and employees from any claim, action or proceeding against the City of Irwindale or its agents, officers, consultants or employees to attach, set aside, void or annul any approval of the City of Irwindale, its legislative body, Planning Commission, or other advisory agencies, or administrative officers concerning CUP No. 7-06, including but not limited to the Environmental Impact Report, or for any damage to persons or property, losses, costs, penalties, obligations, or liabilities arising out of or in connection with Applicant's acts or omission on the Site, whether or not such act or omission resulted or was undertaken pursuant to any condition or approval granted under this CUP. The City of Irwindale will promptly notify the Applicant of any such claim, action or proceeding against the City of Irwindale and the Applicant will either undertake defense of the matter and pay the City's associated legal costs or will advance funds to pay for the defense of the matter by the City Attorney. The Applicant may elect to retain separate counsel for themselves. The City of Irwindale shall cooperate fully in the defense of any such action. If the City of Irwindale fails to promptly notify the Applicant of any such claim, action or proceeding, or fails to cooperate fully in the defense, the Applicant shall not, thereafter, be responsible to defend, indemnify or hold harmless the City of Irwindale. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the Applicant's consent as to the City's liabilities or rights only, but should it do so, the City shall waive the indemnification herein, except, the City's decision to settle or abandon the matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein. At the time of the issuance of this CUP, the

City has no actual knowledge of any pending or threatened claim which would result in indemnification under this condition.

7. The Applicant shall at all times maintain the Site and its use and appearance thereof in full compliance with Applicable Law.

8. The Applicant agrees to allow City inspectors and/ or designees of the City to reasonably inspect the Site during normal business hours or at any time operations are occurring on site to assure compliance with Applicable Law, provided the City complies with Mine Safety Health Administration (MSHA) regulations. In cases of emergencies, City shall have the right to inspect the Site, whether or not operations are occurring on site, provided City gives prior notice to Applicant as may be reasonably possible. City inspectors or designees must be accompanied by Applicant's personnel at all times per MSHA.

9. Any and all fees required to be paid to any public agency shall be paid promptly when due.

10. Approval of this application shall not excuse compliance with Applicable Law.

11. The use approved by this CUP shall be operated completely upon the Site and there shall be no on-street maneuvering, except as necessary for street sweeping.

12. The Applicant shall maintain the Site at all times free and clear of any accumulation of trash. Applicant shall further maintain the Site in a manner that shall avoid any determination by the City that any condition on the Site constitutes a nuisance, pursuant to the City's Municipal Code.

13. Except as in accordance with Applicable Law, the Applicant shall maintain the Site at all times free and clear of and shall not discharge or otherwise release any hazardous substances, hazardous wastes and/or hazardous materials as such terms are defined in their broadest form under any applicable federal, state or local law or regulation, and any other kind of soil, air, or water contamination, and combustible and/ or flammable materials (except for fuels, lubricants, household waste and other chemicals normally used with the mining and reclamation uses allowed by this CUP (collectively, as limited, "Hazardous Materials"). Any Hazardous Materials lawfully used on the Site will be handled in accordance with Applicable Law.

14. The end of the overall mining phase will occur when either of the following conditions occurs: (a) the mining depth reaches the maximum depths and lateral extent shown on the Mine Slope Profiles attached hereto as Exhibit A", based on a maximum depth of 440 feet (to a level pit floor at elevation

150 msl), or (b) by December 31, 2047, whichever occurs first. Reclamation backfilling shall continue after mining and shall be completed by December 31, 2059, unless extended pursuant to the Development Agreement.

15. For all excavation approved by this CUP, the Applicant shall comply with the December 24, 2003 Guidelines for Slope Stability Analyses For Open-Pit Mines, Irwindale, CA.

16. All graffiti shall be removed within 48 hours after Applicant becomes aware, or the City notifies Applicant, of its application. The graffiti shall be removed by either painting over the evidence of such vandalism with paint, which has been color- matched to the surface to which is applied, or the graffiti may be removed with solvents or detergent as appropriate.

17. All plans required by these conditions shall identify the Plant Manager and other persons who have the authority and responsibility to ensure that the intent and purpose of the plans are carried out. Such information shall also be provided on a sign posted at the site office. These employees will be responsible for coordinating, with the City Manager's Office, a response to complaints or concerns expressed by persons affected by the operations on the subject Site. Applicant must provide a written update to the City of the identification of such Plant Managers within forty-eight (48) hours of any change.

18. In the event that any conflicts in the conditions of approval herein appear to or do exist, the more stringent requirement/ or condition shall apply. The conditions herein shall prevail over any conflicting conditions in the Irwindale-Reliance Amended Reclamation Plan, State of California Mine ID# 91-19-0016, dated September 10, 2008 approved by the City concurrently herewith ("Reclamation Plan").

19. Applicant shall adhere to all terms, conditions and recommendations in the Reclamation Plan as may be amended from time to time. The Reclamation Plan shall be reviewed every five years and subject to revision pursuant to the terms of the Development Agreement approved concurrently with this CUP ("Development Agreement").

20. Financial Assurances Mechanism. Applicant shall at all times provide sufficient financial assurances in accordance with the State Mining and Reclamation Act of 1975 ("SMARA") and regulations promulgated thereunder ("SMARA Regulations").

21. Alternative Financial Assurances. SMARA Regulation sections 3803 and 3806 authorize governmental operators to utilize "pledges of revenue or

budget set-asides" as financial assurance mechanisms to secure reclamation of its quarries. To take advantage of this SMARA Regulation, the City and Irwindale Community Redevelopment Agency ("Redevelopment Agency") have considered establishing a joint powers authority formed pursuant to Government Code Section 6500, *et seq.*, the Irwindale Reclamation Authority ("JPA") to assist Applicant in meeting its financial assurances obligations through an alternative financial assurances mechanism ("Alternative Mechanism"). The effectiveness of the Alternative Mechanism shall be contingent on two conditions: (i) formation of a JPA by the City and Redevelopment Agency; and (ii) a written acceptance by the California Department of Conservation ("State") that this Alternative Mechanism is an adequate substitute for the financial assurances which would otherwise be required. The Applicant shall not be required to provide the Alternative Mechanism if these two conditions are not fulfilled. If the conditions are met, Applicant shall provide the following:

i. Transfer and Conveyance of Operation Rights. Applicant shall execute a document ("SMARA Operation Rights Transfer and Conveyance Agreement") transferring to the JPA and conveying from the JPA to Applicant its operation rights. The assignment and conveyance shall be deemed not to be an interest in real estate but instead to be a transfer solely for purposes of assigning primary reclamation responsibility back to Applicant for the Reliance I Quarry and Reliance II Landfill to the JPA and shall carry no other consequence other than as specifically set forth herein.

ii. Amounts Posted by Applicant. Applicant shall post financial assurances instruments in favor of the City and State in the amount of $3,500,000 million (updated on an annual basis) for Reliance I Quarry and Reliance II Landfill. Such financial assurances shall remain in place for each quarry until the quarry has been fully reclaimed in accordance with the reclamation plans for the respective quarries and then shall be fully exonerated unless there is a default. Although the City shall retain all rights to annually adjust the financial assurances amounts under SMARA section 2773.1(a)(3), the financial assurance posted by Applicant currently reflects the amounts required to reclaim the site based on the maximum depth expected to be reached. As such, any increase in the financial instruments posted by Applicant shall require an amendment to this CUP, subject to the mutual approval of City and Applicant.

iii. Termination of JPA. In the event the JPA is terminated for any reason, at least 2 years prior written notice of termination shall

be given to the Applicant before such termination shall be effective. This provision shall be included in the SMARA Operation Rights Transfer and Conveyance Agreement. During said 2 year period, the reclamation plan shall be reviewed pursuant to condition nos. 19 and 20, and revised in a manner such that the then posted financial assurances will be sufficient for reclamation.

iv. Right to Enter Site to Take Over Fill Operations: In the event of a material default in Applicant's filling operations, should the City wish to enter Applicant's site and use revenue from reclamation activity to cure the default by taking control of fill operations, the City shall first provide 60 days notice to Applicant of the intent to do so. Before implementing such measures, however, the City shall cause an impact report ("Impact Report") to be prepared analyzing the anticipated costs and benefits and impacts of the City taking over fill operations. A draft of the Impact Report shall be circulated to Applicant and other interested parties. Applicant shall have 30 days to comment on the draft. The City shall consider and respond to any comments in writing. At the City's discretion, any comments may be incorporated into the Impact Report. The City Council shall consider the Impact Report at a public hearing. If approved by the City Council, the City may take over Applicant's fill operations, receive revenue from the reclamation activity, expend such measures as addressed in the approved Impact Report, but only for as long as necessary to achieve compliance with the Reclamation Plan. When the default has been cured, Applicant shall resume its filling and other operations under the Reclamation Plan.

v. Applicant shall at all times maintain ownership and control of the Site and shall continue the conduct of refilling activity, as may be further provided in the SMARA Operation Transfer and Conveyance Agreement. However, in the event the City exercises its rights under Condition No. 21(iii) or 21(iv) above, Applicant shall give the City, its contractors and agents access to the Site so that the City may cause additional filling and reclamation to occur in accordance with these conditions. Such access shall be in accordance with Applicant's normal safety requirements and the City shall indemnify and hold Applicant harmless from any liability arising from such access, including injury or death of the employees of City, its contractors and/ or agents, unless such injury or death is caused by the negligence of Applicant.

vi. Without limitation of its other legal remedies, Applicant shall have the right to appeal to the State any decision by the City to exercise its remedies under this Condition (in accordance with the appeal provisions under SMARA Regulation Section 3650(b), referencing SMARA Section 2770(e), which authorizes an appeal to the State of a determination by a lead agency under Section 2773.1(b) that an operator is incapable of performing its reclamation obligations).

22. In the event Applicant fails to perform any obligations under the Reclamation Plans, the City shall have the right to take any action permitted under Applicable Law to compel compliance, including all equitable and legal remedies, whether specific performance, injunctive relief, or legal damages, and may impose any fines and penalties as may be permitted by law.

23. It is understood that the implementation of this CUP places unique and costly burdens on the City of Irwindale, therefore: Applicant shall be responsible for reimbursing, within thirty (30) days after the City's invoice therefore, to the City of Irwindale all actual and reasonable costs incurred by the City in enforcing, or otherwise seeing that any and all conditions of this CUP are met. Applicant shall, at the beginning of each calendar year, deposit an amount specified by the City for the above described reimbursement. Deposits in excess of actual City cost will be refunded to Applicant.

24. No storage of equipment or materials in the setbacks along the perimeter of the Site shall be permitted.

25. Applicant agrees that it shall adhere to the following requirements pertaining to the provision of preference in employment to residents of the City of Irwindale and further recognizes that such preference and continuing adherence to the requirements hereof are a material part of the approval of this permit. Nothing in this provision shall prohibit Applicant from transferring employees into Reliance Quarry or the Reliance Landfill to meet business and production needs. Furthermore, nothing in this section shall supersede any requirements that Applicant has under collective bargaining agreements. These employment preference provisions are also subject to Federal and State law as well as Union contracts.

a. Applicant shall prior to any advertisement or other announcement of positions becoming available at Applicant's facility, provide written notice to the City Manager of the City of Irwindale and the Irwindale Chamber of Commerce of all pertinent information

relative to each such position. Such information shall include, but is not limited to, minimum requirements, skills, experience and training involved for the position, whether the same if full-time, part-time or seasonal and wage or pay rate therefore.

b. Applicant shall offer the employment position in question to qualified Irwindale residents prior to offering the same to non-residents when, after all testing and screening have been completed, the Irwindale resident is as qualified for the position as the non-resident applicant. Applicant has sole discretion to determine qualifications of all applicants. All decisions are final. Resident applicants hired by Applicant are subject to all policies, procedures and practices of Applicant. Residents hired by Applicant have no preferential employment rights.

c. For the purpose of this requirement, the term "employment position" shall include training, intern and apprenticeship programs instituted or operated by Applicant.

d. Notwithstanding the provisions of subparagraph a. above, Applicant shall not be required to give two (2) weeks notice in the event a bona fide need arises, to fill the position in a lesser period of time due to an emergency. In such event, Applicant shall provide the maximum notice possible under the circumstances.

e. Applicant may, at Applicant's option and expense, prepare an employment preference program, subject to written approval by the City Council of the City of Irwindale, which preference program provides alternative methods for providing employment preference to Irwindale residents.

26. Material changes to phasing and operations shall only occur upon notification to and approval by the City and, if required by SMARA, approval of the State of California Department of Conservation.

PLANNING DEPARTMENT CONDITIONS:

Landscaping/ Fencing.

27. The Applicant shall ensure that the existing six-foot high concrete block wall along the Foothill Boulevard frontage and the chain link fencing

around the remainder of the perimeter are maintained in a satisfactory condition. The fence shall be topped per Condition of Approval No. 34 Security (e).

28. All landscaped areas will be kept in a clean condition and free of weeds and trash. All plant materials shall be kept healthy. In the event such materials are not kept in such condition, they shall be replaced with similar materials, as required by the landscape plan, within 30 days. Applicant shall revegetate inactive disturbed landscape areas at the Site. A landscape and irrigation plan shall be prepared by a licensed landscape architect for all required landscape areas. Such plan shall be submitted to the City within 120 days of approval of this CUP, and shall be subject to the review and approval by the City Engineer and Director of Planning.

29. **Landscaping Along Walls and Fences Adjacent to Foothill Boulevard.** Applicant shall install and maintain a continuous landscape strip along these perimeters west of Irwindale Avenue. This landscape strip shall consist of groundcover and self-clinging vines that are non-deciduous and have a permanent automatic irrigation system. All the required plant material to be installed shall be drought tolerant low water. The self-clinging vines shall be a minimum five gallon container and shall be planted five feet on center or as provided for in the Landscape Plan (see Condition 28) approved by the City of Irwindale. Groundcover shall be planted in quantities that ensure complete coverage within three months after planting assuming planting occurs in early spring. Such landscaping shall be installed within twelve months of approval of this CUP.

Zoning Code Changes.

30. Applicant acknowledges that the City of Irwindale may modify its Q zone to create a Quarry Overlay Zone providing mining standards applicable to the Site and other mining sites in the City pursuant to the terms of the Development Agreement.

Hours of Operation.

31. The hours of operation for the Reliance I Quarry are 24 hours per day, Monday through Saturday including holidays. Repair operations are allowed 24 hours per day, 7 days per week including holidays. The hours of operation for the Reliance II Landfill are 5:00 a.m. to 7:00 p.m. Monday through Saturday, with repair operations permitted 24hours per day, 7 days per week including holidays. Night time landfill operations for special night time demolition projects are subject to the City's prior written approval. Fill from mining operations will be subject to the Reliance I Quarry operating hours, with additional hours for that fill and for other

mining operations to be requested by Vulcan and reviewed by the City on a case by case basis, with any City approval of such request to be in writing.

Noise Control.

32. Applicant shall at all times comply with the Irwindale Municipal Code Noise Standards (as may be amended) as measured at the Site boundary. If noise impacts exceed the applicable noise standard under the Irwindale Municipal Code, Applicant shall take necessary actions and implement procedures to bring the operations into compliance with this Code.

PUBLIC WORKS DEPARTMENT CONDITIONS:

Security Plan.

33. The applicant shall, within one hundred twenty (120) days of the adoption of this CUP , prepare and submit an updated Site Management and Security Plan to the City Engineer. Such plan shall indicate how the routine business operation of the Applicant shall be conducted, shall describe security measures at the public access point which ensure that the general public is excluded from the Site and shall identify the Plant Manager who is available on a twenty-four (24) hour basis to respond to emergencies and unlawful access to the site, in addition to additional matters specified in this CUP. The City Engineer or his designee shall review and comment upon such plan within thirty (30) calendar days. Thereafter, Applicant shall have one hundred twenty (120) days to prepare a final plan that complies with such comments. Applicant shall include other relevant studies or plans required by this CUP as components of this plan, which shall also be consistent with this condition.

34. Applicant shall ensure that best management practices (BMPs) are used to eliminate risks of contamination to the groundwater and ensure the safety of the public with the implementation of the following:

Controlled Access.

(a) Restrict Site areas to authorized vehicles and equipment directly related to Applicant's operation;

(b) Place continuous security provisions to monitor and safeguard all access point to the Site;

(c) Secure all access points with locks, except at entrances during business hours.

Security.

(a) Construct and maintain in good, appropriate condition, appropriate berms in accordance with the MSHA requirement for safety berms. The design and construction of these berms shall meet the City's Drainage and Erosion Guidelines if also used to control surface runoff.

(b) Repair any damage to berms within two days of discovery.

(c) Inspect MSHA berms on a daily basis.

(d) Police Site and remove any deleterious or hazardous materials in accordance with government requirements.

(e) Secure the Site with a combination of berms, 6-foot high walls and a minimum 6-foot high chain link fence, and such fence shall be topped with an extension that is at a 45 degree angle to the Site in accordance with the Site Security Plan. This extension shall be strung with barbed wire placed to discourage entry per APWA Standards.

34. The Applicant shall, within ninety (90) days of the approval of the Reclamation Plan, prepare and submit an Emergency Plan which includes step by step remedial actions that deal with the handling of contamination to the Site. If, at any time, contamination is found to be at or above established action levels, the Applicant shall immediately notify the City and other responsible Agencies and shall take all necessary remedial actions.

Traffic and Circulation.

35. The Applicant, at its sole cost, shall implement all mitigation measures as described in the final Environmental Impact Report. A summary of these traffic improvements is listed in Exhibit "B". The improvements as described therein shall be designed and constructed to City standards and/or other applicable State and County standards pursuant to the schedule contained in Exhibit "B". All improvements shall be based on construction plans and specifications prepared by professional consultants retained by the City. The Applicant shall deposit sufficient funds to the City, based on cost estimates prepared by the City Engineer's office, prior to the City awarding contract for the design and construction services for these improvements.

36. The Applicant, at its sole cost, shall complete construction of the traffic signal modification at the intersection of Irwindale Avenue and Foothill Boulevard as shown in Exhibit "B". This improvement shall be designed and constructed in accordance with City standards and/or other State and

County standards pursuant to the schedule contained in Exhibit "B". All improvements shall be based on construction plans and specifications prepared by professional consultants retained by the City. The Applicant shall deposit sufficient funds to the City, based on public bid amount and cost estimates prepared by the City Engineer's office, prior to the City's awarding contracts for the construction services for this improvement.

Drainage/ Runoff.

37. Applicant shall comply with the City Guidelines for Drainage and Erosion Control for Open-Pit Mines during all phases of mining and reclamation of the Site to address the following:

a. Implement appropriate measures to keep surface water from flowing over the rim of the pits to avoid overtopping-induced erosion.
b. Implement appropriate measures to protect pit slopes from incident-precipitation induced erosion.
c. Implement necessary measures to protect pit slopes that are exposed to groundwater lakes and wave-lap erosion.
d. Applicant shall prepare necessary engineering plans for the implementation of measures stated above, and submit to the City for review and approval by the City Engineer within one hundred twenty day (120) days of the adoption of this CUP.

Slope Revegetation

39. Applicant shall revegetate the mine slopes in accordance with the approved Reclamation Plan for the Site in phases concurrent with ongoing mining operations on the Site as generally shown on Exhibit C hereto.

40. Should any plant material become unhealthy or die, Applicant shall replace same with equivalent materials within **the next winter to spring planting season** in accordance with the revegetation plan contained in the approved reclamation plan. Success of revegetation will be judged by comparing the quantified measures of vegetative cover, density, and species-richness of the reclaimed mined-lands to similar parameters of naturally occurring vegetation in the area. Successful revegetation will be deemed complete when plant cover has been established over 75 percent of the Site **slopes** for three consecutive years.

41. The Applicant shall grant the City a twenty (20) foot strip of land along the southerly property line of Reliance II Pit for the construction of a storm drain facility in accordance with the Development Agreement.

Air Quality/ Dust Control.

42. Air Quality Mitigation Measures - The following mitigation measures are required as Best Management Practices (BMPs) during mining operations, reclamation, and post-reclamation phases of the Proposed Project to reduce tailpipe exhaust emissions of CO, NOx, Sox, PM10, and fugitive dust. Heavy-duty diesel trucks and other mobile equipment shall be properly tuned and maintained to manufacturer's specifications to ensure minimum emissions under normal operations.

43. Applicant shall comply with all requirements of the Site's South Coast Air Quality Management District (SCAQMD) permits, including Rule 403 and 1157.

44. Within 120 days of notification by the City, all truckloads leaving the Site, except those carrying asphalt or equipment, must be covered, so as to prevent materials from spilling, blowing off, or otherwise leaving the trucks.

45. Applicant shall incorporate additional BMPs or modified BMP measures if other BMPs are adopted by ordinance or policy of the City.

46. Dust shall be controlled pursuant to the requirements of the SCAQMD Rule 403, as may be amended from time to time. A copy of the control plan, as may be amended, prepared in accordance with Rule 403, shall be provided to the City.

47. Applicant shall implement permanent necessary measures, per SCAQMD, as approved by the City Engineer, to minimize the tracking of mud and/or dirt to the public right of way. These measures shall be maintained to the satisfaction of the City Engineer.

48. The Applicant shall apply for and maintain all appropriate permits from the SCAQMD.

Water Quality.

49. Applicant shall work with the responsible parties discharging storm water to the Site to install appropriate protective measures to ensure protection of the groundwater quality from storm water runoff.

50. Applicant shall implement necessary measures to ensure protection of the groundwater quality as stated in the Main San Gabriel Basin Watermaster Resolution No 3-88-57.

51. Applicant shall prepare a Stormwater Pollution Prevention Program (SWPPP) to identify necessary measures to minimize erosion damages and water quality pollution. This SWPPP shall be in accordance with the

National Pollution Discharge Elimination System (NPDES) requirements and Irwindale Municipal Code Chapter 8.28. Applicant shall file a copy of the approved SWPPP with the City Department of Public Works within sixty (60) days of approval.

52. Applicant shall provide to the City Engineer's office all surface and groundwater testing results from samples collected from upgradient and downgradient groundwater monitoring wells at the Site. Water samples collected from the site shall be tested in accordance with the Regional Water Quality Control Board and the San Gabriel Basin Watermaster requirements.

53. Applicant shall provide to the City Engineer's office a copy of the Regional Water Quality Control Board (RWQCB) issued General Activity Certificate and/or its Spill Prevention Control and Countermeasure Plan (SPCCP) sixty (60) days after City's approval of the Reclamation Plan..

Soils.

54. Applicant shall at all times comply with the City's Technical Guidelines during all phases of mining and reclamation at the Site to ensure adequate safety of all mining slopes. "Technical Guidelines" shall be the collective term used to refer to the following standards applicable in the City for reclamation and maintenance of mining quarries, developed by the Irwindale Technical Committees, as approved December 20, 2005 by Resolution No. 2005-89-2106 of the City Council, and specifically includes any and all duly approved revisions, updates, amendments and modifications of such Guidelines:

"Guidelines for Above Water Fill" shall mean the November 23, 2005 Guidelines for Above Water Backfilling of Open-Pit Mines, Irwindale, California.

"Guidelines for Erosion Control" shall mean the July 6, 2004 Guidelines For Drainage And Erosion Control for Open-Pit Mines, Irwindale, California.

"Guidelines for Underwater Fill" shall mean the May 20, 2005 Guidelines for Underwater Backfilling of Open-Pit Mines, Irwindale, California.

"Guidelines for Slope Stability" shall mean the December 24, 2003 Guidelines for Slope Stability Analysis of Open Pit Mine Slopes, Irwindale, California.

55. Applicant shall continuously monitor all the pit slopes that are subjected to wave-lap erosion and apply the following remediation methods as required by the Guidelines: Reduce slope steepness to slope inclination not subject to wave lap erosion.

i. Armor the slope to prevent wave lap erosion.
ii. Implement other procedures approved by the City Engineer's office.

Reclamation.

56. Mine reclamation backfills shall be required to obtain a special grading permit for mine reclamation backfill from the City, and/or other State and County permits that may be applicable based on the various type of backfill material used for reclamation. All unpermitted backfills shall be removed, recompacted or otherwise remediated per the City's Appendix J Grading, a local amendment of the City's adoption of the grading appendix of the California Building Code.

57. Applicant shall comply with the approved Reclamation Plan for the reclamation of the Site. The reclamation phasing and timeline shall not be altered without the approval by the City and, if required, the approval of the State of California Department of Conservation.

58. Applicant shall be responsible for City's cost to monitor the reclamation activities of the Site. The Applicant shall deposit sufficient funds based on an annual cost estimate prepared by the City Engineer's office to cover the actual monitoring cost. The Applicant shall deposit this fund to the City on or before July 10th of each year. Deposits in excess of actual City cost will be refunded to the Applicant. To the extent the City obtains aerial photographs, ground based photographs, topographic maps or reports from outside consultants as part of its monitoring activities, the City shall provide copies of such documents to the Applicant. To the extent possible, copies of aerial photographs and topographic maps shall be provided in AutoCAD compatible electronic form as well.

59. City shall have the right, after providing at least 48 hours notice to Applicant, to independently inspect and monitor the imported inert debris fill loads (for mine reclamation backfill) for the presence of any Hazardous Materials using a consultant retained by the City. The reasonable costs for such tests shall be paid by Applicant if performed no more than quarterly. Any material that is hazardous shall be removed and disposed properly in accordance with applicable State law.

60. Applicant shall not conduct any waste trash recycling operations at the Site, except as allowed under the Development Agreement.

61. No permanent waste disposal locations or tailings ponds are permitted To remain as tailings ponds upon the Site after completion of mining and reclamation.

62. Applicant shall remediate the unpermitted fill in both Reliance I Quarry and the Reliance II Landfill. The remediation of this unpermitted fill shall be included as part of the reclamation of the Site and shall be required to obtain a special grading permit for mine reclamation backfill from the City for such remediation.

63. Applicant shall be responsible for City's cost to monitor (1) the mining depth of the Reliance I Quarry and (2) the depth of Reliance II Landfill during reclamation. At a minimum, the City will conduct an annual bathymetric/ topographic survey of Reliance I Site, to the extent underwater mining is conducted, to determine whether the mined depth in the Reliance I Quarry is in compliance with the permitted depth. The Applicant shall deposit sufficient funds based on an annual cost estimate prepared by the City Engineer's office to cover the monitoring cost. The Applicant shall deposit this fund to the City on or before July 10th of each year. Deposits in excess of actual City cost will be refunded to the Applicant. Areas found to be out of compliance shall be corrected by the Applicant pursuant to a schedule and method of correction approved by the City Engineer. To the extent the City obtains aerial photographs, ground based photographs, topographic maps or reports from outside consultants as part of its monitoring activities, the City shall provide copies of such documents to the Applicant. To the extent possible, copies of aerial photographs and topographic maps shall be provided in AutoCAD compatible electronic form as well.

64. All equipment, structures, and other facilities associated with the mining operations shall be dismantled and completely removed from the Site upon termination of mining activities, and within the timeline specified in the approved Reclamation Plan, unless otherwise approved by the City of Irwindale to remain as post-mining industrial facilities.

Creation of a Single Reclamation Plan (Reliance I and Reliance – Azusa).

65. In response to the Department of Conservation's September 17, 2008 letter requesting that the reclamation plans for Reliance I Quarry in the City of Irwindale and Azusa-Reliance Quarry in the City of Azusa be combined to comply with State Mining and Geology Board ("SMGB") Regulation Section 3502, Applicant shall initiate the process of amending the Reclamation Plan to include the Azusa-Reliance Quarry in accordance with Section 9.5 and Exhibit E of the Development Agreement: Such combined reclamation plan shall be subject to the City of Irwindale's

approval in accordance with applicable provisions of the Irwindale Municipal Code.

66. In response to the Department of Conservation's letter comments on Geomatrix Consultants, Inc. slope stability evaluation of the Reclamation Plan for Reliance I Quarry, the applicant shall submit, within 120 days of approval of the Reclamation Plan, a detailed geotechnical evaluation of the slope stability of the north pit wall adjacent to the Duarte Fault with respect to the potential high groundwater levels and the possible presence of sheared materials. New mitigation measures might be required to ensure that the final slope configuration conforms with California Code of Regulations Section 3704(e). Within 30 days of receiving a written notice from the City, the applicant shall initiate the process of an amended reclamation plan to incorporate necessary mitigation measures as a result of the City's review of this detailed geotechnical evaluation of the north pit wall. Provided the results of the geotechnical evaluation may be obtained before the timeline for the City's consideration of the amended Reclamation Plan to combine the Reliance I and Azusa-Reliance reclamation plans ("Combined Reclamation Plan"), as provided in Schedule E of the Development Agreement, the applicant may include such mitigation measures as part of the City's consideration of the Combined Reclamation Plan. Otherwise, the applicant shall process a separate amendment to the Reclamation Plan to incorporate such mitigation measures in accordance with the applicable provisions of the City's Municipal Code.

ENVIRONMENTAL IMPACT REPORT ("EIR") MITIGATION MEASURES:

Aesthetics:

3.1.1. The Applicant shall provide City-approved perimeter landscaping and aesthetic improvements surrounding the Reliance I Quarry and Reliance II Landfill, including Foothill Boulevard, for the duration of mining and reclamation activities.

3.1.2. The Applicant shall maintain all perimeter landscaping surrounding the Reliance I Quarry and Reliance II Landfill properties in a manner to maintain aesthetic appearance.

3.1.3. The Applicant shall provide landscaping and re-vegetation of graded areas occurring as soon as feasible after reclamation activities to reduce the potential for aesthetic impacts and minimize the potential for erosion.

Air Quality:

3.2.1 The Applicant shall utilize off-road equipment used for placing imported fill material shall be 2006 model year or later, at the Reliance I Quarry.

3.2.2. Per State requirements, on-road haul truck idling shall be limited to five (5) minutes or less by the conspicuous posting of signs near the fill area (s).

3.2.3 The Project shall comply with fugitive dust control measures in Rule 1157.

Biological Resources:

3.3.1 Where appropriate, the Applicant shall sign a Streambed Alteration Agreement (ASA) if required, prior to any direct or indirect impact to a lake or streambed, bank or channel or associated riparian resources, as required by the California Department of Fish and Game Section 1600 et seq. and outlined in the NOP comment letter.

Hydrology and Drainage:

3.5.1. The City shall implement recommended measures by the Watermaster on the types of groundwater analyses and reporting the Applicant would need to perform as part of the continued groundwater monitoring program.

Public Safety and Hazards:

3.7.1. The Applicant shall confirm with the Main San Gabriel Watermaster whether on-site generated inert material represents a landfill operation at the Reliance I Quarry requires compliance with Resolution No. 3-88-57.

3.7.2. The Applicant shall confirm with the Main San Gabriel Watermaster whether on- or off-site aggregate mined inert material used for reclamation activities requires compliance with Resolution No. 3-88-57.

Traffic and Circulation:

3.8.1. The Applicant shall construct a 400-foot dual westbound left turn pocket, a minimum 150-foot eastbound left turn pocket and a minimum 500-foot northbound right and left turn pockets at the intersection of Foothill Boulevard and Irwindale Avenue.

3.8.2 The Applicant shall be responsible for the design and construction of the modification t the traffic signal at the intersection of Foothill Boulevard and Irwindale Avenue to add a protected (eastbound) right turn phasing and any necessary striping changes required to implement this additional right turn phasing.

ACCEPTANCE

I/We, the undersigned, have read and do hereby accept all of the conditions on this document and all other conditions imposed by Conditional Use Permit No. 7-06 CUP, and do agree that I/We shall conform with and abide by such conditions.

BY:

Applicant's Signature

Property Owner's Signature
CalMat Co.

DAVID PASLEY
Applicant's Name

VICE PRESIDENT OPERATIONS SERVICES

11/18/08
Date

DAVID PASLEY
Property Owner's Name
CalMat Co.
VICE PRESIDENT OPERATIONS SERVICE

11/18/08
Date

EXHIBITS

Exhibit "A" Mine Slope Profile
Exhibit "B" Traffic Improvements
Exhibit "C" Slope Reclamation Sequence Phasing

Exhibit "A"

Mine Slope Profile

EXHIBIT "A"

Azusa Largo
3/12/08

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RESOLUTION NO. 2008-29-2301

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, LOS ANGELES COUNTY, CONDITIONALLY APPROVING CONDITIONAL USE PERMIT NO. 7-06 CUP AND THE ATTENDANT RECLAMATION PLAN AND FINANCIAL ASSURANCES; AND CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (SCH # 2003011084) TO ALLOW VULCAN MATERIALS COMPANY, INCORPORATED, TO CONTINUE MINING AND TO RECLAIM THE RELIANCE I QUARRY SITE AND TO CONTINUE FILLING THE RELIANCE II LANDFILL FOR COMMERCIAL RECREATIONAL, AND/OR COMMERCIAL USES UPON COMPLETION OF MINING

A. RECITALS.

(i) The Applicant, Vulcan Materials Company Incorporated (VMC), pursuant to Chapters 17.60 and 17.63 of the Irwindale Municipal Code (IMC) and the provisions of the California Surface Mining and Reclamation Act (SMARA), is requesting approval of a conditional use permit for the continued mining of the project site until December 31, 2037, or until reaching the maximum permitted depth of 440 feet below ground surface (bgs), whichever event occurs first, and approval of the required Reclamation Plan and Financial Assurances (the "Proposed Project"). The Reclamation Plan describes the methods for reclaiming the Quarry Site and the Landfill Site for industrial and commercial uses. Development Agreement (DA) No. 2-06 and Conditional Use Permit (CUP) No. 7-06 supersede all of the prior entitlements granted by the City to VMC or to any of its predecessors. Hereinafter in this Resolution, the subject Development Agreement shall be referred to as the "Application."

(ii) The Reliance I Quarry consists of a 124.2-acre sand and gravel quarry located in the City of Irwindale, Los Angeles County, at 16001 Foothill Boulevard and is generally bounded by the industrial uses on the north, a sand and gravel quarry located in the City of Azusa on the east, commercial and industrial uses on the south, and a flood control channel on the west. The access to the Site is from Foothill Boulevard. The Project Site is zoned M-2 (Heavy Manufacturing).

(iii) The Reliance II Landfill consists of an 89.6-acre site located in the City of Irwindale, Los Angeles County, at 15990 Foothill Boulevard and is generally bounded by the Reliance I Quarry on the north, commercial and industrial uses on the east, the I-210 Freeway on the south, and a flood control channel on the west.

Access to the site is from Foothill Boulevard. The Project Site is zoned M-2 (Heavy Manufacturing).

(iv) Pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 (CEQA), as amended (Public Resources Code, Section 2100 *et seq.*), the State CEQA Guidelines (California Code of Regulations, Title 14, Section 1500 *et seq.*), and the CEQA Guidelines of the City of Irwindale, the City, as the Lead Agency, has prepared a Draft Environmental Impact Report (DEIR) and a Final Environmental Impact Report (FEIR) for the Proposed Project. The DEIR identified no significant impacts after implementation of the recommended Mitigation Measures. The DEIR, State Clearinghouse Number 2006051107, was circulated for review and comment from December 6, 2007 through January 21, 2008. The City received comments on the DEIR from one (1) public agency (the State of California Native American Heritage Commission). Responses to the comments have been prepared and, together with the comments; have been included in the FEIR. The FEIR has been made available for review by the public at the City of Irwindale Planning Department.

(v) Pursuant to Section 17.60.050 of the IMC, the City Council has final approval authority for any use permit, including the approval of reclamation plans and financial assurances, to allow for mining to a depth exceeding one hundred and fifty feet (150').

(vi) On February 7, 2008, the Planning Commission opened a duly noticed public hearing, as required by law on the Application, took testimony, and continued the public hearing to the March 6, 2008 Planning Commission meeting.

(vii) On March 6, 2008, the Planning Commission resumed the public hearing, took testimony, and continued the public hearing to the April 3, 2008 Planning Commission meeting.

(viii) On April 3, 2008, the Planning Commission resumed the public hearing, took testimony, and continued the public hearing to the May 1, 2008 Planning Commission meeting.

(ix) On May 1, 2008 the Planning Commission of the City of Irwindale conducted a duly noticed public hearing on the Application, Reclamation Plan, Financial Assurances, and Final Environmental Impact Report (FEIR) and concluded said public hearing.

(x) All legal prerequisites to the adoption of this resolution have occurred.

B. RESOLUTION.

NOW THEREFORE, it is hereby found, determined and resolved by the City Council of the City of Irwindale as follows:

1. The City Council hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

2. On May 1, 2008, the Planning Commission, at a noticed public hearing, at which time they received input from staff, the City Attorney, and the Applicant; heard public testimony; discussed the proposed Project; closed the public hearing; and, after discussion, approved Resolution No. 529(08) recommending that the City Council certify the FEIR; conditionally approve this Application; conditionally approve the Conditional Use Permit; conditionally approve the Reclamation Plan and Financial Assurances; and direct staff to forward the Reclamation Plan and Financial Assurances to the State Department of Conservation for their review and comment.

3. Based upon substantial evidence presented to this City Council during the public hearing conducted with regard to the Application, including written staff reports, the Reclamation Plan and Financial Assurances, the FEIR, and verbal testimony, this City Council hereby specifically finds as follows:

a. That the proposed continued mining of the quarry and the reclamation and proposed future development of the Project Site, as described in the Reclamation Plan and as conditioned and restricted herein, are consistent with the M-2 (Heavy Manufacturing) zone designation and consistent with the City's General Plan Land Use Designation of "Industrial" for the Project Site. To accommodate the proposed commercial uses, the City will process appropriate General Plan and Zone Change amendments within the times set forth in the Development Agreement.

b. That the Project Site is adequate in size, shape, topography, location, utilities and other factors to accommodate the use requested under this Application. Furthermore, mining activity has occurred at the quarry since 1927 and the Project Site is surrounded by active mining and industrial uses.

c. That adequate street access and traffic capacity is available to serve the needs for the continued mining of the quarry and for the reclamation and future development of the Project Site for commercial recreational, industrial and/or commercial uses, as proposed in the Reclamation Plan since the Project Site takes access from Foothill Boulevard, and is located less than one-quarter mile from the on- and off-ramps of the I-210 Freeway.

d. That the continuation of mining and the reclamation and future development of the Project Site for industrial, and/or commercial uses, and retail commercial uses, as proposed in the Reclamation Plan and as conditioned and restricted herein, will not be materially detrimental to the public or injurious to the adjacent properties since the Project Site as well as most of the surrounding properties are used for mining and processing of mining products and for industrial and commercial activities.

4. The City Council hereby specifically finds and determines that the Reclamation Plan and Financial Assurances prepared for the Reliance I Quarry and Reliance II Landfill comply with the provisions of the California Surface Mining and Reclamation Act.

5. The City Council hereby specifically finds and determines that, after their review and consideration of the Final Environmental Impact Report, prepared in compliance with the provisions of the California Environmental Quality Act (CEQA) of 1970, as amended, and guidelines promulgated thereunder, for the Proposed Project, the Proposed Project will not have any significant impact on the environment after the implementation of the recommended Mitigation Measures. This Commission further finds that said FEIR reflects the independent judgment of the City of Irwindale, as the Lead Agency.

6. The proposed project will improve and construct road infrastructure surrounding the project site, including Foothill Boulevard;

7. Based upon the substantial evidence and conclusions set forth hereinabove, this City Council hereby: (1) certifies the Final Environmental Impact Report; (2) certifies to the California Department of Conservation (DOC) that the Reclamation Plan and the Financial Assurances comply with SMARA; (3) conditionally approves the Reclamation Plan and Financial Assurances; (4) conditionally approves Conditional Use Permit No. 7-06 subject to the Conditions of Approval set forth in Exhibit "A" attached hereto and by this reference incorporated herein and subject to receipt and consideration of DOC comments, if any; and (6) direct staff to forward the Reclamation Plan and Financial Assurances to DOC for their review and comment.

8. The Deputy City Clerk shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a certified copy of this Resolution, by certified mail, return receipt requested, to the Applicant at the address as set forth on the Application.

PASSED, APPROVED AND **ADOPTED** this 11th day of June, 2008.

Larry G. Burrola, Mayor

ATTEST:

Linda J. Kimbro, MMC
Deputy City Clerk

I, Linda J. Kimbro, MMC, Deputy City Clerk of the City of Irwindale, do hereby certify the foregoing Resolution No. 2008-29-2301 was adopted at a special meeting of the City Council held on the 11th day of June 2008, by the following vote:

AYES:	Councilmembers:	Breceda, Fuentes, Ortiz, Garcia, Burrola
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAINED:	Councilmembers:	None

Linda J. Kimbro, MMC
Deputy City Clerk

ATTACHMENT "A"
CONDITIONAL USE PERMIT NO. 7-06
CONDITIONS OF APPROVAL

Conditions of Approval

(April 23, 2008)

Vulcan Materials Company, Inc. (VMC) Reliance I Quarry and Reliance II Landfill
CONDITIONAL USE PERMIT No. 7-06

Before final acceptance of the use authorized under this CONDITIONAL USE PERMIT ("CUP"), all conditions listed below, which are at that time due to be performed, shall be completed to the satisfaction of the appropriate City department or its designee, depending upon which department recommended the condition. .

Any agreements, easements or covenants required to be entered into between the parties shall be in a form reasonably approved by the City Attorney.

GENERAL CONDITIONS:

1. This CUP No. 7-06 modifies and supersedes all previous entitlements in that CUP No. 7-06 permits mining until (i) a maximum allowable mining depth in the Reliance I Quarry (together with the Reliance II Landfill, the "Site") as depicted in the Mine Slope Profile, attached as Exhibit "A" hereto, based on a maximum depth of 440 feet (to a level pit floor at elevation 150 mean sea level ("msl")_, or (ii) until December 31, 2047, whichever occurs first. Reclamation backfill of the Reliance I site may continue after completion of mining until backfill is completed or 2059, whichever occurs first. CUP No. 7-06 also permits continued fill operations at the Reliance II Landfill. All backfill for these sites shall be in accordance with the City's "Guidelines For Above Water Backfillling Of Open-Pit Mines, Irwindale, California, November 23, 2005; and "Guidelines For Underwater Backfilling Of Open-Pit Mines, Irwindale, California, May 20, 2005".

2. All conditions, requirements, ordinances, rules, regulations and/ or policies, as they may be amended from time to time, applied and/or enforced by any local agency, Federal or State agency, the State of California, the County of Los Angeles or any other public or quasi-public entity including the City of Irwindale, and each of its departments and divisions, with jurisdiction over the Site (collectively "Applicable Law") shall be satisfied by the Applicant, and such conformance shall be maintained at all times while the use approved by this CUP is in operation.

3. The Applicant shall fully cooperate with the City of Irwindale and any agency or entity with jurisdiction over the Site and uses approved thereon

regarding the filing of any materials, execution of documents, instruments or similar items and all other acts, actions or undertaking deemed reasonably necessary by the City of Irwindale to further the purposes of this CUP. The Applicant's full cooperation shall be at no cost to the City.

4. If the use authorized by this CUP has become idle (as defined in SMARA §2727.1 as such provision may be amended from time-to-time), Applicant shall, within ninety (90) days thereafter, submit to the Director of Planning for review and approval, an interim management plan (IMP), pursuant to §2770 of SMARA, as may be amended. The IMP shall be processed in accordance with §17.63.110 of the Irwindale Municipal Code and §2770 of SMARA, as may be amended.

5. This CUP may be revoked for any material violation of or noncompliance with any of the conditions of approval of this CUP or Applicable Law in accordance with Sections 17.80.140 and 17.63.140 of the Zoning Ordinance, as it may be amended.

6. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, consultants and employees from any claim, action or proceeding against the City of Irwindale or its agents, officers, consultants or employees to attach, set aside, void or annul any approval of the City of Irwindale, its legislative body, Planning Commission, or other advisory agencies, or administrative officers concerning CUP No. 7-06, including but not limited to the Environmental Impact Report, or for any damage to persons or property, losses, costs, penalties, obligations, or liabilities arising out of or in connection with Applicant's acts or omission on the Site, whether or not such act or omission resulted or was undertaken pursuant to any condition or approval granted under this CUP. The City of Irwindale will promptly notify the Applicant of any such claim, action or proceeding against the City of Irwindale and the Applicant will either undertake defense of the matter and pay the City's associated legal costs or will advance funds to pay for the defense of the matter by the City Attorney. The Applicant may elect to retain separate counsel for themselves. The City of Irwindale shall cooperate fully in the defense of any such action. If the City of Irwindale fails to promptly notify the Applicant of any such claim, action or proceeding, or fails to cooperate fully in the defense, the Applicant shall not, thereafter, be responsible to defend, indemnify or hold harmless the City of Irwindale. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the Applicant's consent as to the City's liabilities or rights only, but should it do so, the City shall waive the indemnification herein, except, the City's decision to settle or abandon the matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein. At the time of the issuance of this CUP, the

City has no actual knowledge of any pending or threatened claim which would result in indemnification under this condition.

7. The Applicant shall at all times maintain the Site and its use and appearance thereof in full compliance with Applicable Law.

8. The Applicant agrees to allow City inspectors and/ or designees of the City to reasonably inspect the Site during normal business hours or at any time operations are occurring on site to assure compliance with Applicable Law, provided the City complies with Mine Safety Health Administration (MSHA) regulations. In cases of emergencies, City shall have the right to inspect the Site, whether or not operations are occurring on site, provided City gives prior notice to Applicant as may be reasonably possible. City inspectors or designees must be accompanied by Applicant's personnel at all times per MSHA.

9. Any and all fees required to be paid to any public agency shall be paid promptly when due.

10. Approval of this application shall not excuse compliance with Applicable Law.

11. The use approved by this CUP shall be operated completely upon the Site and there shall be no on-street maneuvering, except as necessary for street sweeping.

12. The Applicant shall maintain the Site at all times free and clear of any accumulation of trash. Applicant shall further maintain the Site in a manner that shall avoid any determination by the City that any condition on the Site constitutes a nuisance, pursuant to the City's Municipal Code.

13. Except as in accordance with Applicable Law, the Applicant shall maintain the Site at all times free and clear of and shall not discharge or otherwise release any hazardous substances, hazardous wastes and/or hazardous materials as such terms are defined in their broadest form under any applicable federal, state or local law or regulation, and any other kind of soil, air, or water contamination, and combustible and/ or flammable materials (except for fuels, lubricants, household waste and other chemicals normally used with the mining and reclamation uses allowed by this CUP (collectively, as limited, "Hazardous Materials"). Any Hazardous Materials lawfully used on the Site will be handled in accordance with Applicable Law.

14. The end of the overall mining phase will occur when either of the following conditions occurs: (a) the mining depth reaches the maximum depths and lateral extent shown on the Mine Slope Profiles attached hereto as Exhibit A", based on a maximum depth of 440 feet (to a level pit floor at elevation

150 msl), or (b) by December 31, 2047, whichever occurs first. Reclamation backfilling shall continue after mining and shall be completed by December 31, 2059, unless extended pursuant to the Development Agreement.

15. For all excavation approved by this CUP, the Applicant shall comply with the December 24, 2003 Guidelines for Slope Stability Analyses For Open-Pit Mines, Irwindale, CA.

16. All graffiti shall be removed within 48 hours after Applicant becomes aware, or the City notifies Applicant, of its application. The graffiti shall be removed by either painting over the evidence of such vandalism with paint, which has been color- matched to the surface to which is applied, or the graffiti may be removed with solvents or detergent as appropriate.

17. All plans required by these conditions shall identify the Plant Manager and other persons who have the authority and responsibility to ensure that the intent and purpose of the plans are carried out. Such information shall also be provided on a sign posted at the site office. These employees will be responsible for coordinating, with the City Manager's Office, a response to complaints or concerns expressed by persons affected by the operations on the subject Site. Applicant must provide a written update to the City of the identification of such Plant Managers within forty-eight (48) hours of any change.

18. In the event that any conflicts in the conditions of approval herein appear to or do exist, the more stringent requirement/ or condition shall apply. The conditions herein shall prevail over any conflicting conditions in the Irwindale-Reliance Amended Reclamation Plan, State of California Mine ID# 91-19-0016, dated _____2008_ approved by the City concurrently herewith ("Reclamation Plan").

19. Applicant shall adhere to all terms, conditions and recommendations in the Reclamation Plan as may be amended from time to time. The Reclamation Plan shall be reviewed every five years and subject to revision pursuant to the terms of the Development Agreement approved concurrently with this CUP ("Development Agreement").

20. Financial Assurances Mechanism. Applicant shall at all times provide sufficient financial assurances in accordance with the State Mining and Reclamation Act of 1975 ("SMARA") and regulations promulgated thereunder ("SMARA Regulations").

21. Alternative Financial Assurances. SMARA Regulation sections 3803 and 3806 authorize governmental operators to utilize "pledges of revenue or budget set-asides" as financial assurance mechanisms to secure

reclamation of its quarries. To take advantage of this SMARA Regulation, the City and Irwindale Community Redevelopment Agency ("Redevelopment Agency") have considered establishing a joint powers authority formed pursuant to Government Code Section 6500, *et seq.*, the Irwindale Reclamation Authority ("JPA") to assist Applicant in meeting its financial assurances obligations through an alternative financial assurances mechanism ("Alternative Mechanism"). The effectiveness of the Alternative Mechanism shall be contingent on two conditions: (i) formation of a JPA by the City and Redevelopment Agency; and (ii) a written acceptance by the California Department of Conservation ("State") that this Alternative Mechanism is an adequate substitute for the financial assurances which would otherwise be required. The Applicant shall not be required to provide the Alternative Mechanism if these two conditions are not fulfilled. If the conditions are met, Applicant shall provide the following:

i. Transfer and Conveyance of Operation Rights. Applicant shall execute a document ("SMARA Operation Rights Transfer and Conveyance Agreement") transferring to the JPA and conveying from the JPA to Applicant its operation rights. The assignment and conveyance shall be deemed not to be an interest in real estate but instead to be a transfer solely for purposes of assigning primary reclamation responsibility back to Applicant for the Reliance I Quarry and Reliance II Landfill to the JPA and shall carry no other consequence other than as specifically set forth herein.

ii. Amounts Posted by Applicant. Applicant shall post financial assurances instruments in favor of the City and State in the amount of $3,500,000 million (updated on an annual basis) for Reliance I Quarry and Reliance II Landfill. Such financial assurances shall remain in place for each quarry until the quarry has been fully reclaimed in accordance with the reclamation plans for the respective quarries and then shall be fully exonerated unless there is a default. Although the City shall retain all rights to annually adjust the financial assurances amounts under SMARA section 2773.1(a)(3), the financial assurance posted by Applicant currently reflects the amounts required to reclaim the site based on the maximum depth expected to be reached. As such, any increase in the financial instruments posted by Applicant shall require an amendment to this CUP, subject to the mutual approval of City and Applicant.

iii. Termination of JPA. In the event the JPA is terminated for any reason, at least 2 years prior written notice of termination shall be given to the Applicant before such termination shall be

effective. This provision shall be included in the SMARA Operation Rights Transfer and Conveyance Agreement. During said 2 year period, the reclamation plan shall be reviewed pursuant to condition nos. 19 and 20, and revised in a manner such that the then posted financial assurances will be sufficient for reclamation.

iv. Right to Enter Site to Take Over Fill Operations: In the event of a material default in Applicant's filling operations, should the City wish to enter Applicant's site and use revenue from reclamation activity to cure the default by taking control of fill operations, the City shall first provide 60 days notice to Applicant of the intent to do so. Before implementing such measures, however, the City shall cause an impact report ("Impact Report") to be prepared analyzing the anticipated costs and benefits and impacts of the City taking over fill operations. A draft of the Impact Report shall be circulated to Applicant and other interested parties. Applicant shall have 30 days to comment on the draft. The City shall consider and respond to any comments in writing. At the City's discretion, any comments may be incorporated into the Impact Report. The City Council shall consider the Impact Report at a public hearing. If approved by the City Council, the City may take over Applicant's fill operations, receive revenue from the reclamation activity, expend such measures as addressed in the approved Impact Report, but only for as long as necessary to achieve compliance with the Reclamation Plan. When the default has been cured, Applicant shall resume its filling and other operations under the Reclamation Plan.

v. Applicant shall at all times maintain ownership and control of the Site and shall continue the conduct of refilling activity, as may be further provided in the SMARA Operation Transfer and Conveyance Agreement. However, in the event the City exercises its rights under Condition No. 21(iii) or 21(iv) above, Applicant shall give the City, its contractors and agents access to the Site so that the City may cause additional filling and reclamation to occur in accordance with these conditions. Such access shall be in accordance with Applicant's normal safety requirements and the City shall indemnify and hold Applicant harmless from any liability arising from such access, including injury or death of the employees of City, its contractors and/ or agents, unless such injury or death is caused by the negligence of Applicant.

vi. Without limitation of its other legal remedies, Applicant shall have the right to appeal to the State any decision by the City to exercise its remedies under this Condition (in accordance with the appeal provisions under SMARA Regulation Section 3650(b), referencing SMARA Section 2770(e), which authorizes an appeal to the State of a determination by a lead agency under Section 2773.1(b) that an operator is incapable of performing its reclamation obligations).

22. In the event Applicant fails to perform any obligations under the Reclamation Plans, the City shall have the right to take any action permitted under Applicable Law to compel compliance, including all equitable and legal remedies, whether specific performance, injunctive relief, or legal damages, and may impose any fines and penalties as may be permitted by law.

23. It is understood that the implementation of this CUP places unique and costly burdens on the City of Irwindale, therefore: Applicant shall be responsible for reimbursing, within thirty (30) days after the City's invoice therefore, to the City of Irwindale all actual and reasonable costs incurred by the City in enforcing, or otherwise seeing that any and all conditions of this CUP are met. Applicant shall, at the beginning of each calendar year, deposit an amount specified by the City for the above described reimbursement. Deposits in excess of actual City cost will be refunded to Applicant.

24. No storage of equipment or materials in the setbacks along the perimeter of the Site shall be permitted.

25. Applicant agrees that it shall adhere to the following requirements pertaining to the provision of preference in employment to residents of the City of Irwindale and further recognizes that such preference and continuing adherence to the requirements hereof are a material part of the approval of this permit. Nothing in this provision shall prohibit Applicant from transferring employees into Reliance Quarry or the Reliance Landfill to meet business and production needs. Furthermore, nothing in this section shall supersede any requirements that Applicant has under collective bargaining agreements. These employment preference provisions are also subject to Federal and State law as well as Union contracts.

a. Applicant shall prior to any advertisement or other announcement of positions becoming available at Applicant's facility, provide written notice to the City Manager of the City of Irwindale and the Irwindale Chamber of Commerce of all pertinent information

relative to each such position. Such information shall include, but is not limited to, minimum requirements, skills, experience and training involved for the position, whether the same if full-time, part-time or seasonal and wage or pay rate therefore.

b. Applicant shall offer the employment position in question to qualified Irwindale residents prior to offering the same to non-residents when, after all testing and screening have been completed, the Irwindale resident is as qualified for the position as the non-resident applicant. Applicant has sole discretion to determine qualifications of all applicants. All decisions are final. Resident applicants hired by Applicant are subject to all policies, procedures and practices of Applicant. Residents hired by Applicant have no preferential employment rights.

c. For the purpose of this requirement, the term "employment position" shall include training, intern and apprenticeship programs instituted or operated by Applicant.

d. Notwithstanding the provisions of subparagraph a. above, Applicant shall not be required to give two (2) weeks notice in the event a bona fide need arises, to fill the position in a lesser period of time due to an emergency. In such event, Applicant shall provide the maximum notice possible under the circumstances.

e. Applicant may, at Applicant's option and expense, prepare an employment preference program, subject to written approval by the City Council of the City of Irwindale, which preference program provides alternative methods for providing employment preference to Irwindale residents.

26. Material changes to phasing and operations shall only occur upon notification to and approval by the City and, if required by SMARA, approval of the State of California Department of Conservation.

PLANNING DEPARTMENT CONDITIONS:

Landscaping/ Fencing.

27. The Applicant shall ensure that the existing six-foot high concrete block wall along the Foothill Boulevard frontage and the chain link fencing

around the remainder of the perimeter are maintained in a satisfactory condition. The fence shall be topped per Condition of Approval No. 34 Security (e).

28. All landscaped areas will be kept in a clean condition and free of weeds and trash. All plant materials shall be kept healthy. In the event such materials are not kept in such condition, they shall be replaced with similar materials, as required by the landscape plan, within 30 days. Applicant shall revegetate inactive disturbed landscape areas at the Site. A landscape and irrigation plan shall be prepared by a licensed landscape architect for all required landscape areas. Such plan shall be submitted to the City within 120 days of approval of this CUP, and shall be subject to the review and approval by the City Engineer and Director of Planning.

29. **Landscaping Along Walls and Fences Adjacent to Foothill Boulevard.** Applicant shall install and maintain a continuous landscape strip along these perimeters west of Irwindale Avenue. This landscape strip shall consist of groundcover and self-clinging vines that are non-deciduous and have a permanent automatic irrigation system. All the required plant material to be installed shall be drought tolerant low water. The self-clinging vines shall be a minimum five gallon container and shall be planted five feet on center or as provided for in the Landscape Plan (see Condition 28) approved by the City of Irwindale. Groundcover shall be planted in quantities that ensure complete coverage within three months after planting assuming planting occurs in early spring. Such landscaping shall be installed within twelve months of approval of this CUP.

Zoning Code Changes.

30. Applicant acknowledges that the City of Irwindale may modify its Q zone to create a Quarry Overlay Zone providing mining standards applicable to the Site and other mining sites in the City pursuant to the terms of the Development Agreement.

Hours of Operation.

31. The hours of operation for the Reliance I Quarry are 24 hours per day, Monday through Saturday including holidays. Repair operations are allowed 24 hours per day, 7 days per week including holidays. The hours of operation for the Reliance II Landfill are 5:00 a.m. to 7:00 p.m. Monday through Saturday, with repair operations permitted 24hours per day, 7 days per week including holidays. Night time landfill operations for special night time demolition projects are subject to the City's prior written approval. Fill from mining operations will be subject to the Reliance I Quarry operating hours, with additional hours for that fill and for other

mining operations to be requested by Vulcan and reviewed by the City on a case by case basis, with any City approval of such request to be in writing.

Noise Control.

32. Applicant shall at all times comply with the Irwindale Municipal Code Noise Standards (as may be amended) as measured at the Site boundary. If noise impacts exceed the applicable noise standard under the Irwindale Municipal Code, Applicant shall take necessary actions and implement procedures to bring the operations into compliance with this Code.

PUBLIC WORKS DEPARTMENT CONDITIONS:

Security Plan.

33. The applicant shall, within one hundred twenty (120) days of the adoption of this CUP , prepare and submit an updated Site Management and Security Plan to the City Engineer. Such plan shall indicate how the routine business operation of the Applicant shall be conducted, shall describe security measures at the public access point which ensure that the general public is excluded from the Site and shall identify the Plant Manager who is available on a twenty-four (24) hour basis to respond to emergencies and unlawful access to the site, in addition to additional matters specified in this CUP. The City Engineer or his designee shall review and comment upon such plan within thirty (30) calendar days. Thereafter, Applicant shall have one hundred twenty (120) days to prepare a final plan that complies with such comments. Applicant shall include other relevant studies or plans required by this CUP as components of this plan, which shall also be consistent with this condition.

34. Applicant shall ensure that best management practices (BMPs) are used to eliminate risks of contamination to the groundwater and ensure the safety of the public with the implementation of the following:

Controlled Access.

(a) Restrict Site areas to authorized vehicles and equipment directly related to Applicant's operation;

(b) Place continuous security provisions to monitor and safeguard all access point to the Site;

(c) Secure all access points with locks, except at entrances during business hours.

Security.

(a) Construct and maintain in good, appropriate condition, appropriate berms in accordance with the MSHA requirement for safety berms. The design and construction of these berms shall meet the City's Drainage and Erosion Guidelines if also used to control surface runoff.

(b) Repair any damage to berms within two days of discovery.

(c) Inspect MSHA berms on a daily basis.

(d) Police Site and remove any deleterious or hazardous materials in accordance with government requirements.

(e) Secure the Site with a combination of berms, 6-foot high walls and a minimum 6-foot high chain link fence, and such fence shall be topped with an extension that is at a 45 degree angle to the Site in accordance with the Site Security Plan. This extension shall be strung with barbed wire placed to discourage entry per APWA Standards.

34. The Applicant shall, within ninety (90) days of the approval of the Reclamation Plan, prepare and submit an Emergency Plan which includes step by step remedial actions that deal with the handling of contamination to the Site. If, at any time, contamination is found to be at or above established action levels, the Applicant shall immediately notify the City and other responsible Agencies and shall take all necessary remedial actions.

Traffic and Circulation.

35. The Applicant, at its sole cost, shall implement all mitigation measures as described in the final Environmental Impact Report. A summary of these traffic improvements is listed in Exhibit "B". The improvements as described therein shall be designed and constructed to City standards and/or other applicable State and County standards pursuant to the schedule contained in Exhibit "B". All improvements shall be based on construction plans and specifications prepared by professional consultants retained by the City. The Applicant shall deposit sufficient funds to the City, based on cost estimates prepared by the City Engineer's office, prior to the City awarding contract for the design and construction services for these improvements.

36. The Applicant, at its sole cost, shall complete construction of the traffic signal modification at the intersection of Irwindale Avenue and Foothill Boulevard as shown in Exhibit "B". This improvement shall be designed and constructed in accordance with City standards and/or other State and

County standards pursuant to the schedule contained in Exhibit "B". All improvements shall be based on construction plans and specifications prepared by professional consultants retained by the City. The Applicant shall deposit sufficient funds to the City, based on public bid amount and cost estimates prepared by the City Engineer's office, prior to the City's awarding contracts for the construction services for this improvement.

Drainage/ Runoff.

37. Applicant shall comply with the City Guidelines for Drainage and Erosion Control for Open-Pit Mines during all phases of mining and reclamation of the Site to address the following:

a. Implement appropriate measures to keep surface water from flowing over the rim of the pits to avoid overtopping-induced erosion.
b. Implement appropriate measures to protect pit slopes from incident-precipitation induced erosion.
c. Implement necessary measures to protect pit slopes that are exposed to groundwater lakes and wave-lap erosion.
d. Applicant shall prepare necessary engineering plans for the implementation of measures stated above, and submit to the City for review and approval by the City Engineer within one hundred twenty day (120) days of the adoption of this CUP.

Slope Revegetation

38. Applicant shall revegetate the mine slopes in accordance with the approved Reclamation Plan for the Site in phases concurrent with ongoing mining operations on the Site as generally shown on Exhibit C hereto.

39. Should any plant material become unhealthy or die, Applicant shall replace same with equivalent materials within the next winter to spring planting season in accordance with the revegetation plan contained in the approved reclamation plan. Success of revegetation will be judged by comparing the quantified measures of vegetative cover, density, and species-richness of the reclaimed mined-lands to similar parameters of naturally occurring vegetation in the area. Successful revegetation will be deemed complete when plant cover has been established over 75 percent of the Site slopes for three consecutive years.

40. The Applicant shall grant the City a twenty (20) foot strip of land along the southerly property line of Reliance II Pit for the construction of a storm drain facility in accordance with the Development Agreement.

Air Quality/ Dust Control.

41. Air Quality Mitigation Measures - The following mitigation measures are required as Best Management Practices (BMPs) during mining operations, reclamation, and post-reclamation phases of the Proposed Project to reduce tailpipe exhaust emissions of CO, NOx, Sox, PM10, and fugitive dust. Heavy-duty diesel trucks and other mobile equipment shall be properly tuned and maintained to manufacturer's specifications to ensure minimum emissions under normal operations.

42. Applicant shall comply with all requirements of the Site's South Coast Air Quality Management District (SCAQMD) permits, including Rule 403 and 1157.

43. Within 120 days of notification by the City, all truckloads leaving the Site, except those carrying asphalt or equipment, must be covered, so as to prevent materials from spilling, blowing off, or otherwise leaving the trucks.

44. Applicant shall incorporate additional BMPs or modified BMP measures if other BMPs are adopted by ordinance or policy of the City.

45. Dust shall be controlled pursuant to the requirements of the SCAQMD Rule 403, as may be amended from time to time. A copy of the control plan, as may be amended, prepared in accordance with Rule 403, shall be provided to the City.

46. Applicant shall implement permanent necessary measures, per SCAQMD, as approved by the City Engineer, to minimize the tracking of mud and/or dirt to the public right of way. These measures shall be maintained to the satisfaction of the City Engineer.

47. The Applicant shall apply for and maintain all appropriate permits from the SCAQMD.

Water Quality.

49. Applicant shall work with the responsible parties discharging storm water to the Site to install appropriate protective measures to ensure protection of the groundwater quality from storm water runoff.

50. Applicant shall implement necessary measures to ensure protection of the groundwater quality as stated in the Main San Gabriel Basin Watermaster Resolution No 3-88-57.

51. Applicant shall prepare a Stormwater Pollution Prevention Program (SWPPP) to identify necessary measures to minimize erosion damages and water quality pollution. This SWPPP shall be in accordance with the

National Pollution Discharge Elimination System (NPDES) requirements and Irwindale Municipal Code Chapter 8.28. Applicant shall file a copy of the approved SWPPP with the City Department of Public Works within sixty (60) days of approval.

52. Applicant shall provide to the City Engineer's office all surface and groundwater testing results from samples collected from upgradient and downgradient groundwater monitoring wells at the Site. Water samples collected from the site shall be tested in accordance with the Regional Water Quality Control Board and the San Gabriel Basin Watermaster requirements.

53. Applicant shall provide to the City Engineer's office a copy of the Regional Water Quality Control Board (RWQCB) issued General Activity Certificate and/or its Spill Prevention Control and Countermeasure Plan (SPCCP) sixty (60) days after City's approval of the Reclamation Plan..

Soils.

54. Applicant shall at all times comply with the City's Technical Guidelines during all phases of mining and reclamation at the Site to ensure adequate safety of all mining slopes. "Technical Guidelines" shall be the collective term used to refer to the following standards applicable in the City for reclamation and maintenance of mining quarries, developed by the Irwindale Technical Committees, as approved December 20, 2005 by Resolution No. 2005-89-2106 of the City Council, and specifically includes any and all duly approved revisions, updates, amendments and modifications of such Guidelines:

"Guidelines for Above Water Fill", shall mean the November 23, 2005 Guidelines for Above Water Backfilling of Open-Pit Mines, Irwindale, California.

"Guidelines for Erosion Control" shall mean the July 6, 2004 Guidelines For Drainage And Erosion Control for Open-Pit Mines, Irwindale, California.

"Guidelines for Underwater Fill" shall mean the May 20, 2005 Guidelines for Underwater Backfilling of Open-Pit Mines, Irwindale, California.

"Guidelines for Slope Stability" shall mean the December 24, 2003 Guidelines for Slope Stability Analysis of Open Pit Mine Slopes, Irwindale, California.

55. Applicant shall continuously monitor all the pit slopes that are subjected to wave-lap erosion and apply the following remediation methods as required by the Guidelines: Reduce slope steepness to slope inclination not subject to wave lap erosion.
    i. Armor the slope to prevent wave lap erosion.
    ii. Implement other procedures approved by the City Engineer's office.

Reclamation.

56. Mine reclamation backfills shall be required to obtain a special grading permit for mine reclamation backfill from the City, and/or other State and County permits that may be applicable based on the various type of backfill material used for reclamation. All unpermitted backfills shall be removed, recompacted or otherwise remediated per the City's Appendix J Grading, a local amendment of the City's adoption of the grading appendix of the California Building Code.

57. Applicant shall comply with the approved Reclamation Plan for the reclamation of the Site. The reclamation phasing and timeline shall not be altered without the approval by the City and, if required, the approval of the State of California Department of Conservation.

58. Applicant shall be responsible for City's cost to monitor the reclamation activities of the Site. The Applicant shall deposit sufficient funds based on an annual cost estimate prepared by the City Engineer's office to cover the actual monitoring cost. The Applicant shall deposit this fund to the City on or before July 10th of each year. Deposits in excess of actual City cost will be refunded to the Applicant.

59. City shall have the right, after providing at least 48 hours notice to Applicant, to independently inspect and monitor the imported inert debris fill loads (for mine reclamation backfill) for the presence of any Hazardous Materials using a consultant retained by the City. The reasonable costs for such tests shall be paid by Applicant if performed no more than quarterly. Any material that is hazardous shall be removed and disposed properly in accordance with applicable State law.

60. Applicant shall not conduct any waste trash recycling operations at the Site, except as allowed under the Development Agreement.

61. No permanent waste disposal locations or tailings ponds are permitted To remain as tailings ponds upon the Site after completion of mining and reclamation.

62. Applicant shall remediate the unpermitted fill in both Reliance I Quarry and the Reliance II Landfill. The remediation of this unpermitted fill shall be included as part of the reclamation of the Site and shall be required to obtain a special grading permit for mine reclamation backfill from the City for such remediation.

63. Applicant shall be responsible for City's cost to monitor (1) the mining depth of the Reliance I Quarry and (2) the depth of Reliance II Landfill during reclamation. At a minimum, the City will conduct an annual bathymetric/ topographic survey of Reliance I Site, to the extent underwater mining is conducted, to determine whether the mined depth in the Reliance I Quarry is in compliance with the permitted depth. The Applicant shall deposit sufficient funds based on an annual cost estimate prepared by the City Engineer's office to cover the monitoring cost. The Applicant shall deposit this fund to the City on or before July 10th of each year. Deposits in excess of actual City cost will be refunded to the Applicant. Areas found to be out of compliance shall be corrected by the Applicant pursuant to a schedule and method of correction approved by the City Engineer.

64. All equipment, structures, and other facilities associated with the mining operations shall be dismantled and completely removed from the Site upon termination of mining activities, and within the timeline specified in the approved Reclamation Plan, unless otherwise approved by the City of Irwindale to remain as post-mining industrial facilities.

ENVIRONMENTAL IMPACT REPORT ("EIR") MITIGATION MEASURES:

Aesthetics:

3.1.1. The Applicant shall provide City-approved perimeter landscaping and aesthetic improvements surrounding the Reliance I Quarry and Reliance II Landfill, including Foothill Boulevard, for the duration of mining and reclamation activities.

3.1.2. The Applicant shall maintain all perimeter landscaping surrounding the Reliance I Quarry and Reliance II Landfill properties in a manner to maintain aesthetic appearance.

3.1.3. The Applicant shall provide landscaping and re-vegetation of graded areas occurring as soon as feasible after reclamation activities to reduce the potential for aesthetic impacts and minimize the potential for erosion.

Air Quality:

3.2.1 The Applicant shall utilize off-road equipment used for placing imported fill material shall be 2006 model year or later, at the Reliance I Quarry.

3.2.2. Per State requirements, on-road haul truck idling shall be limited to five (5) minutes or less by the conspicuous posting of signs near the fill area (s).

3.2.3 The Project shall comply with fugitive dust control measures in Rule 1157.

Biological Resources:

3.3.1 Where appropriate, the Applicant shall sign a Streambed Alteration Agreement (ASA) if required, prior to any direct or indirect impact to a lake or streambed, bank or channel or associated riparian resources, as required by the California Department of Fish and Game Section 1600 et seq. and outlined in the NOP comment letter.

Hydrology and Drainage:

3.5.1. The City shall implement recommended measures by the Watermaster on the types of groundwater analyses and reporting the Applicant would need to perform as part of the continued groundwater monitoring program.

Public Safety and Hazards:

3.7.1. The Applicant shall confirm with the Main San Gabriel Watermaster whether on-site generated inert material represents a landfill operation at the Reliance I Quarry requires compliance with Resolution No. 3-88-57.

3.7.2. The Applicant shall confirm with the Main San Gabriel Watermaster whether on- or off-site aggregate mined inert material used for reclamation activities requires compliance with Resolution No. 3-88-57.

Traffic and Circulation:

3.8.1. The Applicant shall construct a 400-foot dual westbound left turn pocket, a minimum 150-foot eastbound left turn pocket and a minimum 500-foot northbound right and left turn pockets at the intersection of Foothill Boulevard and Irwindale Avenue.

3.8.2 The Applicant shall be responsible for the design and construction of the modification t the traffic signal at the intersection of Foothill Boulevard and Irwindale Avenue to add a protected (eastbound) right turn phasing and any necessary striping changes required to implement this additional right turn phasing.

EXHIBITS

Exhibit "A" Mine Slope Profile
Exhibit "B" Traffic Improvements
Exhibit "C" Slope Reclamation Sequence Phasing

CC ITEM 3B

☒City Council
☒Successor Agency
☐Housing Authority
☐Reclamation Authority
☐Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: February 24, 2021

To: Honorable Mayor and Members of the City Council; Honorable Chair and Members of the Successor Agency

From: William K. Tam, City Manager/Executive Director

Issue: Materials Recovery Facility & Transfer Station Project including: Certification of the 2020 Final Environmental Impact Report (SCH#2013051029); Approval of a Disposition and Development Agreement; General Plan Amendment No. 02-2016; Zone Ordinance Amendment No. 04-2016; Development Agreement No. 02-2016; Conditional Use Permit No. 08-2016; Site Plan & Design Review (DA) No. 06-2016; and a Franchise & Facility Operations Agreement for the development of the Project located at 2200 Arrow Highway. (APN: 8535-001-911)

City Manager's Recommendation:

That the City Council and Successor Agency take the following actions:

1. Adopt Resolution No. CC 2021-08-3270 and Resolution No. SA 2021-13-3275 certifying the 2020 Final Environmental Impact Report (2020 FEIR) and adopting the MMRP, Findings of Fact & Statement of Overriding Considerations (SCH# 2013051029); and
2. Adopt Resolution No. CC 2021-09-3271 and Resolution No. SA 2021-14-3276 approving a Disposition and Development Agreement (DDA);and
3. Authorize the City Attorney/Agency Counsel to make non-substantive changes to each of the agreements

AND

That the City Council take the following actions:

1. Adopt Resolution No. 2021-10-3272 approving General Plan Amendment (GPA) No. 02-2016; and
2. Introduce Ordinance No. 752; and
3. Introduce Ordinance No. 753; and
4. Adopt Resolution No. 2021-11-3273 approving Conditional Use Permit No. 08-2016; and
5. Adopt Resolution No. 2021-12-3274 approving Site Plan & Design Review (DA) No. 06-2016; and
6. Adopt Resolution No. 2021-06-3268 approving a Franchise & Facility Operations Agreement.

Administrative Actions:

Submitted & Prepared by:

Marilyn Simpson, Community Development Manager / City Planner
(626) 430-2209

Marilyn Simpson

Reviewed by:
Adrian Guerra, City Attorney/Agency Counsel

Electronically approved

Eva Carreon, Finance Director / City Treasurer

Approved by:

William Tam, City Manager

REQUEST
Athens Services, the Applicant, is proposing the development of a Materials Recovery Facility/Transfer Station (MRF/TS) and convenience store with a public gas station (Project) at 2200 Arrow Highway (APN # 8535-001-911). The EIR for the proposed Project was previously certified by the Irwindale City Council in 2016 and the Project was previously approved by the Irwindale City Council in 2017. Entitlements for the proposed project include: 1) certification and adoption of the 2020 Final Environmental Impact Report for the project; 2) approval of a Disposition and Development Agreement for the sale of the property; 3) a General Plan Amendment to change the land use designation from Commercial to Commercial/Industrial; 4) a Zone Ordinance Amendment to revise the distance requirements for the sale of alcoholic beverages and also to allow a Materials Recovery Facility/Transfer

Station as a permitted land use in the M-2 zone with approval of a Development Agreement; 5) a Development Agreement between the City and the Applicant, allowing the Applicant to construct and operate a Materials Recovery Facility and Transfer Station and convenience store/public gas station at 2200 Arrow Highway; 6) a Conditional Use Permit for the establishment of a public gas station and the sale of alcoholic beverages at the convenience store; 7) a Site Plan and Design Review (DA); and 8) approval of a Franchise & Facility Operations Agreement that establish the terms to allow Athens Services to operate the MRF/TS.

Site Location/Vicinity Map

PROJECT DESCRIPTION

Athens Services, the applicant, is proposing the following at 2200 Arrow Highway:

- A ± 262,641 square foot Materials Recovery Facility/Transfer Station (MRF/TS), including
- A ± 2,587 square foot Convenience store with an 8-pump public gas station

BACKGROUND/HISTORY

The proposed Project was previously approved by the Irwindale City Council in 2017. The purpose of the Project is to provide the City and its residents, as well as the region at large, with a state-of-the-art facility for solid waste disposal, recycling and source reduction.

Specifically, on October 11, 2017, the City Council conducted a duly noticed public hearing and approved the Project via adoption of Resolution No. 2017-72-2970 (approving a General

Plan Amendment), Resolution No. 2017-75-2973 (granting a Conditional Use Permit), and Resolution No. 2017-76-2974 (approving a site plan and design review permit). In addition, on October 25, 2017, the City Council adopted Ordinance No. 718 (amending the City's Municipal Code) and Ordinance No. 719 (approving the Project's Development Agreement). After the City's approval of the Project, two lawsuits were subsequently filed in Los Angeles County Superior Court, challenging the resolutions and ordinances on the basis of, among other things, alleged inadequacies in the Project's environmental review. On September 5, 2019, the Court issued rulings in the two cases. While the Court dismissed the vast majority of the lawsuits' claims, the Court did determine that the environmental review for the Project requires additional analysis in regards to four discrete issues. As is customary in such Rulings, the Court ordered that the City vacate the prior approvals until the four discrete issues identified by the Court are addressed in subsequent environmental review.

Since issuance of the rulings, the City has addressed the four discrete issues in additional environmental review. This additional environmental review did not find that any new, previously undisclosed, significant environmental impacts would occur as a result of the Project. Now that this additional environmental review is completed, the Project returns to the Planning Commission and City Council for certification of the revised environmental analysis and re-approval of the Project.

The subject property was purchased by the former Irwindale Community Redevelopment Agency (ICRA) on July 9, 1990. At the time of purchase, the site was vacant and the ICRA sought to facilitate development of the site for an after-market auto related use and other retail development. The after-market auto related use did not move forward.

In 2005, the Site was recognized, by virtue of its size and location relative to freeways and arterial roadways, as a suitable site for the development of the MRF/TS which would enable the City to meet its obligations with respect to waste disposal. Specifically, the State of California, through enactment of the California Integrated Waste Management Act of 1989 (Public Resources Code Sections 40000 et seq. (the "Act"), had previously directed all local jurisdictions to promote recycling and to maximize the use of feasible source reduction, recycling and composting options in order to reduce the amount of solid waste required to be disposed of by land disposal. On June 25, 2008, the ICRA entered into a Memorandum of Understanding with Athens Services, Inc. relating to a solid waste materials recovery facility/transfer station.

On June 8, 2016, the Successor Agency of the ICRA approved a Disposition and Development Agreement (DDA) to allow the applicant, Athens Services, to purchase the site in order to develop and operate the MRF/TS and convenience store/public gas station. The development of the site pursuant to the DDA would provide the City and its residents with a state-of-the-art facility for solid waste disposal, recycling and source reduction.

The environmental review for the proposed Project was originally certified in 2016. Specifically, on June 8, 2016, the City Council certified the 2016 Final Environmental Impact Report (2016 FEIR) for the Project. In July 2017, Addendum No. 1 to the 2016 FEIR was prepared and adopted to address minor, internal site plan adjustments made in the final design of the Project. On October 11 and October 25, 2017, the City Council approved land use entitlements for the development and operation of the Project.

As described above, two lawsuits challenging the City Council's approval of those land use entitlements and permits were subsequently filed. The first was filed by the City of Baldwin Park. The second was filed by Waste Management, a direct competitor of the Applicant and one that had itself unsuccessfully bid for the opportunity to build and operate the MRF/TS within Irwindale. Both lawsuits raised similar issues and were processed together by the Court. All claims raised in both lawsuits relating to the City's General Plan and Zoning Ordinance were found to be without merit, and the vast majority of claims relating to the Project's environmental review were also rejected by the Court. However, the Court did find that the environmental review for the Project required additional analysis in relation to four discrete issues:

- Truck Fueling Operations
- Greenhouse Gas Emissions
- Transportation Energy Use
- Project-specific Health Risks from Emissions of ROG, NOx and Ozone

As is customary in such Rulings, the Court ordered that the City vacate the Project's prior approvals until the four discrete issues identified by the Court were addressed in subsequent environmental review. Consistent with the Court's Ruling, in late 2019, the City Council adopted Resolution No. 2019-63-3147 and SA Resolution No. 2019-64-3148, rescinding the prior approvals for the Project. (See **Attachment M, Planning Commission Staff Report**). Subsequently, the City prepared a 2020 Recirculated Draft Environmental Impact Report (2020 RDEIR) addressing the four discrete issues identified by the Court. (See **Attachments A & B, 2020 Draft EIR & 2020 Final EIR, Resolution No. CC 2021-08-3270 & Resolution No. CC 2021-13-3275 Certifying the 2020 Final EIR**.) All other parts of the Project's environmental review were determined by the Court to be adequate and consistent with the law, and therefore were not revisited and remain valid.

The 2020 RDEIR was circulated for public review and comment, as required by the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.). All comments received during the 2020 RDEIR public review and comment period, and the City's written responses to those comments, have been included in the 2020 Final EIR. (See **Attachment B, 2020 Final EIR**.)

The Project now requires certification of the 2020 Final EIR, approval of the Disposition and Development Agreement, and re-approval and re-adoption of the Resolutions and Ordinances vacated by the City Council in late 2019. The joint requests before the City Council and Successor Agency pertain to the 2020 FEIR and DDA necessary for the sale of this former redevelopment site. The entitlement requests before the City Council include the GPA, ZOA, DA, CUP, SP&DR(DA), and Franchise & Facility Operations Agreement.

PLANNING COMMISSION REVIEW

On January 20, 2021, the Planning Commission voted unanimously to recommend that the City Council certify the 2020 EIR and approve the entitlements for the Project (**Attachment M**).

GENERAL PLAN AND ZONING

The current General Plan land use designation is Commercial. One of the requests is to change the General Plan land use designation from Commercial to Commercial/Industrial.

The proposed use will be consistent with the Commercial/Industrial General Plan land use designation. The property is zoned M-2 (Heavy Manufacturing).

A Zone Ordinance Amendment (ZOA) is proposed, in conjunction with a Development Agreement to allow the MRF/TS as a permitted use in the M-2 zone. The ZOA is also proposed to revise the distance requirements for the sale of alcoholic beverages. The site is surrounded by the following uses and zoning as described in Table 1, "Surrounding Land Use".

Table 1. Surrounding Land Use

Direction	Existing Land Use	Zoning District
North	Santa Fe Dam	A1 (Agricultural)
South	City of Baldwin Park	Industrial: fronting Arrow Highway; Residential: approx.. 500' south of the Industrial Uses
East & Northeast	Santa Fe Dam & LADWP Power Lines	A1 (Agricultural)
West & Northwest	Industrial/Distribution Facility	M2 (Heavy Manufacturing)

PROJECT ENTITLEMENTS

The proposed project requires the following entitlements, which are described in detail in this staff report:

- Final Environmental Impact Report certification
- Disposition and Development Agreement
- General Plan Amendment
- Zone Ordinance Amendment
- Development Agreement
- Conditional Use Permit
- Site Plan & Design Review Permit
- Franchise & Facility Operations Agreement

ENVIRONMENTAL REVIEW

The entirety of the environmental review for the proposed Project is contained within the 2020 Final EIR, State Clearinghouse No. 2013051029, which is the document before the City for certification. The 2020 Final EIR contains the original 2014 Draft EIR, 2014 Recirculated Draft EIR, 2016 FEIR, Addendum No. 1 to the 2016 FEIR, the 2020 RDEIR (which address the four discrete issues identified by the Court as requiring additional analysis), all written comments received during the public review period for the 2020 RDEIR, the City's written responses to those comments, and all errata and revisions to the 2020 RDEIR resulting from the written comments and responses.

An EIR is the most comprehensive form of environmental documentation under CEQA and the CEQA Guidelines; it is intended to provide an objective, factually supported analysis and full disclosure of the environmental consequences of a proposed project with the potential to result in significant, adverse environmental impacts.

In compliance with CEQA, a Notice of Completion (NOC) and Notice of Availability (NOA) for the 2020 RDEIR were prepared by the City and distributed to the State Clearinghouse, Office of Planning and Research, the Los Angeles County Clerk, responsible agencies, and other interested parties. The NOC and NOA identified a 45-day public review and comment period for the 2020 RDEIR beginning on June 22, 2020 and ending on August 5, 2020. A copy of the 2020 RDEIR was posted on the City's website at https://www.irwindaleca.gov/177/Materials-Recovery-Facility-Transfer, and was available by request at the City Clerk's Office, Irwindale Library, and Community Development Department. A Tribal Consultation with the Kizh Nation was held on August 27, 2020.

As discussed above, the environmental review for the proposed Project was upheld by the Court with the exception of four discrete areas of analysis. Therefore, via the 2020 RDEIR, the City has revised and recirculated only those sections of the prior environmental review relating to these four issue areas. The remainder of the prior environmental review remains valid.

- **Fueling Operations:** The 2020 RDEIR includes an assessment of fueling operations for all commercial waste hauling vehicles using the MRF/TS and provides further clarity on the fact that the public gas station proposed as part of the Project will be separate from the MRF/TS and serve public vehicles, like any typical gas station of similar size, associated with a convenience store. The analysis included in the 2020 RDEIR concludes that there are no adverse environmental impacts caused by these fueling operations.

- **Greenhouse Gas Emissions:** The 2020 RDEIR revises the Project's greenhouse gas emissions analysis. The analysis applies a "net zero GHG" quantitative threshold, meaning that the Project will not result in impacts associated with greenhouse gas emissions only if the net greenhouse gas emissions resulting from Project implementation are less than zero (i.e., less than the quantity of emissions generated currently, and which will continue to be emitted if the MRF/TS is not constructed). The analysis documents how construction of the Project and provision of an additional materials sorting and transfer station in an urban area, closer to existing waste generating markets, will result in fewer miles traveled by existing waste hauling trucks. As explained in detail within the 2020 RDEIR and 2020 Final EIR, this results in a net reduction of greenhouse gas emissions as a result of the Project. Therefore, the analysis concludes that there are no potentially significant GHG impacts, and no mitigation is needed.

- **Transportation Energy Impacts:** The 2020 RDEIR includes an assessment of potential energy impacts based upon energy questions in the CEQA Guidelines *Appendix G: Environmental Checklist form, section VI., Energy*, that were added to the CEQA Guidelines in 2019, and an analysis of the proposed Project's transportation energy use requirements. The analysis recognizes that the proposed MRF/TS would not generate waste but would instead process waste that would be redirected from the Athens City of Industry MRF/TS or other MRF/TS facilities in the region. The regional efficiencies obtained with reduced average travel distances for waste collection and haul trucks results in a net reduction in fuel demand. The analysis concludes that with the regional efficiencies obtained by processing materials at this site rather than at

locations at greater distance from collection sources and/or processing and disposal facilities, there are no adverse environmental impacts caused by the transportation energy use required for waste collection and materials hauling operations.

- **Project-Specific Health Risks from Emissions of ROG, NOx and Ozone:** The 2020 RDEIR includes an assessment of the potential health impacts from the Project's previously-documented and disclosed significant and unavoidable air pollutant emissions of ROG, NOx, and ozone. This chapter provides further details regarding the health assessments that were presented in the prior environmental review documents and explains why additional modeling to isolate project-specific ozone-related health effects that may be attributable to local and regional emissions is not technically feasible and would not provide additional meaningful information.

In addition to the four issue areas described above, the prior environmental review for the proposed Project, which is incorporated into the 2020 Final EIR, also includes detailed environmental analysis of the following: Aesthetics, Agricultural and Forestry Resources, Air Quality, Biological Resources, Cultural Resources, Energy, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use, Mineral Resources, Population and Housing, Public Services, Recreation, Transportation and Circulation, Utilities and Service Systems, Wildfire, and Truck Fueling.

Alternative sites were considered for the Project and included the review of seven (7) different locations for potential siting. Each has been determined to be infeasible based in part on not meeting some or all of the project objectives, as well as not reducing, or avoiding potential impacts to a greater extent than the proposed Project.

As required by CEQA, an alternative analysis was considered in detail in the 2014 RDEIR that included 1) a Reduced Tonnage Capacity Alternative, 2) a Source-Separated MRF Alternative, and 3) a No Project Alternative.

The 2020 FEIR identifies three significant and unavoidable adverse impacts, as defined by CEQA, that would result from implementation of the proposed project. These impacts have not changed since the City Council's prior approval of the Project. Unavoidable adverse impacts may be considered significant on a project-specific basis, cumulatively significant, and/or potentially significant. The City must prepare a "statement of overriding considerations" before it can approve the project, attesting that the decision-making body has balanced the benefits of the proposed project against its unavoidable significant environmental effects and has determined that the benefits outweigh the adverse effects, and therefore the adverse effects are considered acceptable. The impacts that were found in the EIR to be significant and unavoidable are related to:

- Operational Air Quality Impacts: The environmental analysis has determined that unmitigated emissions for operation of the Project would exceed significance thresholds for daily ROG and NOx emissions, but not for CO, PM10, or PM2.5. The environmental analysis identifies several Mitigation Measures that reduce emissions of ROG and NOx to the extent feasible by requiring ROG emission control devices and CARB-certified vapor recovery systems and spill boxes at the public gas station, and by requiring that any heavy-duty diesel trucks accessing the site be properly tuned

and maintained, requiring that trucks meet or exceed 2010 engine emission standards, requiring that on-site off-road heavy-duty equipment meet at least EPA Tier 3 emissions standards, and mandating idling limitations.

- Ambient Noise Impacts: The environmental analysis determined that Project operation could result in a significant increase in ambient noise levels and a cumulatively considerable contribution to traff-related noise on Arrow Highway. The analysis identifies several mitigation measures that would reduce ambient Project noise to the extent feasible. However, the analysis also determined that the only potential mitigation for this impact would be construction of soundwalls. The scale of the wall required would not be consistent with the development along Arrow Highway, and would not contribute to public health and safety, given that no sensitive activities (such as schools or residences) are located along the portion of Arrow Highway at issue.

- Traffic Impacts: The environmental analysis determined that the Project would contribute to traffic impacts on Caltrans facilities associated with I-605. The analysis also determined that these impacts can be reduced to less than significant with the installation of a traffic signal, right turn lane, and westbound through lane at the intersection of the I-605 NB Off Ramp and Live Oak Avenue. These improvements are required by the Project's Mitigation Measures; however, because they are located within Caltrans jurisdiction, the City has limited power to ensure and guarantee that the improvements will be completed. While Caltrans has indicated in correspondence that it will support construction of these improvements, because the improvements are within Caltrans jurisdiction, in an abundance of caution the City has determined it cannot ensure the measures will be implemented prior to the completion of the Project, and for that reason, the impact is considered significant.

All other potentially significant impacts identified in the Project's environmental analysis have been determined to be feasibly avoided or mitigated to a less than significant level through the imposition of conditions and/or Mitigation Measures identified in the Mitigation Monitoring and Reporting Program for the Project.

Staff recommends that the City Council find that the significant unavoidable adverse impacts of the Project are outweighed by the economic, social, technological, and other benefits of the Project, as set forth in the Statement of Facts and Findings and Statement of Overriding Considerations. These considerations include:

- The Project will be a regional asset needed to address and implement a series of legislative measures over the years designed to both promote and mandate the time-certain reduction, recycling, and reuse of solid waste in California.
- The City desires current and ongoing economic development of underutilized City-owned property, including lands that have been targeted for redevelopment.
- The City of Irwindale seeks long-term economic development that provides a range of employment opportunities to local citizens.
- The Project will facilitate the generation of additional property tax, utility user tax, and host fees for the City of Irwindale.
- The Project will provide a state-of-the-art waste processing and transfer facility that reduces environmental impacts to the extent feasible through the imposition of

mitigation measures, and will provide its services in a fully enclosed building, compatible with adjacent land uses, and utilizing modern, energy efficient, sustainable project design.

- The Project effectively utilizes a location with nearby Interstate access, minimizing traffic on local streets and on the regional transportation network.
- The Project provides a disposal outlet accessible to local waste haulers during non-peak traffic hours to reduce traffic loading to area roads during peak hours.
- The Project meets and fulfills several objectives and goals of the City's 2020 General Plan, including Community Development Element Policy 10, Community Development Element Policy 12, Community Development Element Policy 13, and Community Development Element Policy 15.

DISPOSITION AND DEVELOPMENT AGREEMENT

No changes to the proposed DDA have been made since the City Council's prior approval of the Project, other than updated dates. The DDA is required pursuant to California State Redevelopment law. Pursuant to the dissolution of redevelopment agencies per Assembly Bill ("AB") ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statues of 2011), and subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012) (altogether, "Dissolution Act"), the City of Irwindale ("City") adopted Resolution No. 2012-08-2547 on January 11, 2012, electing to serve as Successor Agency to the former Irwindale Community Redevelopment Agency (ICRA). At the time of redevelopment dissolution, the property was one of 25 properties owned by the ICRA. The Successor Agency's Long Range Property Management Plan (LRPMP) approved by the State Department of Finance in 2014, indicated that the Successor Agency intended to sell the property. Prior to ABX1 26, the former ICRA had entered into a Memorandum of Understanding with the Applicant, Arakelian Enterprises, Inc., dba Athens Services, to sell the subject property for the purposes of developing a MRF/TS.

The proposed Disposition and Development Agreement (DDA) is required to allow Athens Services, to purchase the 17.22-acre site from the Successor Agency to the former Irwindale Community Redevelopment Agency in order to develop and operate the MRF/TS and public gas station/convenience store. The Disposition and Development Agreement will allow the Applicant, Athens Services, to purchase the 17.22 acres located at 2200 Arrow Highway for fair market value from the Successor Agency to the former Irwindale Community Redevelopment Agency in order to develop and operate the MRF/TS and public gas/convenience store. Pursuant to California Health & Safety Code Section 33433 ("Section 33433"), a Summary Report has been prepared and is included as **Exhibit 2 to Attachment E, Disposition and Development Agreement**, "33433 Summary Report". Under Section 33433, a redevelopment agency must issue a report providing specified information regarding any sale or lease of property that was purchased with tax increment money. As such, this requirement has been met and identified in Resolution No. SA 2021-16-3278.

Additional key provisions of the DDA include the following:

1. Host Fee. The Host Fee to the City is $1.70 per ton of materials processed at the MRF/TS.
2. Most Favored Nations Clause. If Athens agrees to pay any other city a higher host fee when all terms are considered and equalized with the terms between the City

and Athens, as analyzed by a financial consultant mutually selected by the parties, the host fee for the Irwindale MRF will be adjusted to match the other city's deal.

3. Indemnification. Athens will indemnify the City for any damages or claims related to its construction and operation of the MRF/TS.
4. Schedule of Performance. Athens will secure all approvals and construct the MRF/TS per a set time schedule attached to the DOA.
5. Payment of City Costs. Athens has paid for all City's consultant costs and will continue to do so leading to the development of the MRF/TS. However, from the date of the Second Amendment to the MOU, for every additional $200,000 paid to cover City's consultants, the term of the franchise solid waste agreement with Athens extends by 1 year.
6. Additional development and operation obligations related to the MRF/TS shall be addressed in the Development Agreement and Franchise Operations Agreement to be considered for approval by the City separately.

MRF/TS

No changes to the MRF/TS have been proposed since the City Council's prior approval of the Project. (See **Attachment L, Project Plans**.) The MRF/TS is a regional facility where residential, commercial, an/or industrial municipal solid waste and recyclable materials are delivered by commercial and non-commercial haulers, and sorted and processed in one central location prior to delivery at end use distributors. The MRF/TS consists of a fully enclosed building with the interior designed to provide separate areas to receive, process, and transfer mixed municipal solid waste (MSW), green waste, construction and demolition (C&D) materials, and waste hauled in by self-haulers. MRF/TS operations would consist of sorting, consolidating, and compacting received materials, and then re-loading all material into transfer trucks for transport to additional processing and/or disposal facilities (end use distributors). Four (4) scale houses for weighing are located to the west, north, and south around the MRF/TS building. The building also houses operations and administrative offices, and a maintenance facility for the transfer trucks and heavy equipment servicing the facility. The maintenance area also contains maintenance bays and storage. Entry and exit from the fully enclosed MRF/TS facility would be at controlled access points to mitigate odors, dust and litter. Negative pressure will be maintained at the building entrance to minimize the amount of untreated air leaving the building. An odor neutralizer may be mixed with dust control water in the ceiling mounted misting systems for extra odor mitigation, as needed. The building will be equipped with exhaust fans to provide multiple air exchanges ever hour, as needed. The air leaving the building at the roof exhaust fans will be treated by an odor neutralizing misting system to mitigate any odors.

The proposed MRF/TS site is a vacant, triangular-shaped parcel of approximately 17.22 acres. The site is located in an existing industrial area, with various commercial/industrial and recreational land uses in surrounding areas. Existing land uses that currently surround the site include a mixture of commercial and industrial to the west, east, and south, recreation/open space use to the north, and residential to the south beyond the commercial/industrial districts in the City of Baldwin Park.

There is a total of 326 parking stalls for employee and visitor parking. Parking is provided adjacent to the building, along the north property line, and toward the south property line near the convenience store. Flex spaces and truck stalls are located at the south building elevation. The Los Angeles Department of Water and Power (LADWP) is allowing parking

under their transmission line easement at the south area of the site and in the easement along the east side of the site along Arrow Highway.

A loadout tunnel is located adjacent to the MRF/TS on the south side of the building and is a critical component of the project. The tunnel has an efficient east-west configuration. A bridge over the tunnel has been added at the west side of the project to improve circulation by separating collection/commercial traffic from the transfer truck traffic. The recyclable loading dock is located to the south side of the project.

All commercial traffic and visitor traffic enters and exits from Arrow Highway. Employee traffic primarily enters and exits from the intersection at Live Oak Avenue and Baldwin Park Boulevard. Five (5) driveways serve the property, including Driveways 1, 2, 4, and 5 which are located on Arrow Highway. Driveway 2 has a trucks only ingress lane and a second entrance with ingress and egress for the employee parking lot. Driveway 3 remains in the same location on Live Oak Avenue for access to employee parking.

The MRF/TS facility will be designed to receive, process and transfer up to a maximum of 6,000 tons per day (tpd), based upon estimated averages of 3,000 tpd of municipal solid waste, 1,000 tpd of green waste, 1,000 tpd of construction & demolition materials, and 1,000 tpd of self-haul waste. Actual processing volume of each type of material per day could exceed these estimated averages and will depend on market factors and seasonal variations, but in no event will exceed 6,000 tpd in total. The overall volume of 6,000 tpd is based upon anticipated future market demand, which will be shaped in part by Athens' ability to competitively serve new communities in the San Gabriel / Los Angeles region, and in part by the response to new integrated waste management mandates arising under several pieces of legislation in California. Hazardous wastes would be prohibited at the MRF/TS. Only non-hazardous solid waste and non-hazardous recyclables are accepted at the transfer station sites.

The MRF/TS is proposed to be open for waste receipt 24 hours per day, 7 days per week, with the majority of waste receipt typically occurring between the hours of 6:00 AM to 8:00 PM from Monday through Friday; 6:00 AM to 4:00 PM on Saturday, and from 8:00 AM to 4:00 PM on Sunday. The MRF/TS is proposed to be open 24 hours per day, 7 days per week to provide service operations and activities that require off-hour waste management services (Caltrans off-hour road maintenance, emergency-related clean ups, etc.), and to encourage waste hauling during non-peak traffic hours to reduce traffic congestion. While the MRF/TS project is proposed to operate 24/7, the facility will not be required to be operated 24/7, and actual operating hours will be dependent upon market conditions. Table 2 describes the MRF/TS hours of operation and anticipated employee numbers and work shifts.

Table 2: MRF/TS Project Hours of Operation

Planned Activity	Days	Hours
Receipt of Material	Monday – Sunday	24/7
Transfer of Material Off-site (both solid waste and recovered materials)	Monday – Sunday	24/7
Processing of Materials (indoors)	Monday – Sunday	24/7
MRF/TS maintenance (indoors)	Monday – Sunday	24/7
Vehicle maintenance	Monday – Sunday	24/7

EMPLOYMENT

The MRF/TS anticipates to employ approximately 345 full-time employees. There would be three (3) full-time working shifts. Employee shifts are likely to be scheduled as follows:

- Shift 1) 6:00am – 2:30pm
- Shift 2) 2:30pm – 10:30pm
- Shift 3) 10:00pm – 6:30am

CONVENIENCE STORE/PUBLIC GAS STATION

In addition to the MRF/TS, on-site improvements include a convenience store/public gas station. No changes to the convenience store/public gas station have been proposed since the City Council's prior approval of the Project. The convenience store/public gas station is a separate structure located in the south-eastern portion of the site adjacent to Arrow Highway. The anticipated hours of operation for the convenience store are 4:00 AM to 12:00 AM. An operator of the convenience store has not yet been determined, but the store is expected to operate in a typical fashion as other convenience/public gas station operations such as Arco AM/PM, 7-11, etc. The public gas station is planned for eight gas and diesel pumps on an island with an overhead canopy. Parking intended for the convenience store use is provided in front of and southwesterly to the store.

Total building specifics for the project are provided in the table below.

Project Building Specifications (MRF/TS & Convenience Store)

Project Building Elements	Specifications (Square Feet - SF)
Materials Recovery Facility/Transfer Station	104,732
Material Staging	25,000
Construction & Debris	41,500
Self-Haul - Construction & Debris	52,000
Office	12,780
Maintenance	17,180
Employee Area	9,249
Scale Houses	200
Convenience Store	2,587
Total	**265,228**

Parking Spaces Provided[1]	
MRF/TS Standard, ADA Parking Stalls, & Charging Stations	247
Convenience Store Standard, ADA Parking Stalls EV Charging Stations	26
Flexible & Transfer Truck Stalls	53
Bicycle (Short & Long-term)	14
Total Parking Stalls	**326**

GENERAL PLAN AMENDMENT

No changes or revisions to the proposed General Plan Amendment have been made since the City's Council's prior approval of the Project. (See **Attachment B, Resolution No. 2021-10-3272 General Plan Amendment No. 02-2016**.) Pursuant to California Government Code Section 65358(a) (Amendments), "If it deems it to be in the public interest, the legislative body may amend all or part of an adopted general plan."

According to the General Plan, the subject property is designated as Commercial. The Applicant is requesting a General Plan Amendment (GPA) to change the respective land use designation to Commercial/Industrial. The GPA will resolve an inconsistency between the current M-2 (Heavy Manufacturing) zoning designation and current General Plan land use designation. The Community Development Element Policy 3 mandates that the type, location, and intensity of new development meet with the requirements specified by the particular land use category in the General Plan. With the proposed GPA, the project site will be designated Commercial/Industrial, which permits, among other uses, light industry, heavy industry, and commercial uses. The proposed MRF/TS and convenience store/public gas station falls within these land use categories. Therefore, the proposed use will be consistent with both the land use designation as well as with the existing M-2 (Heavy Manufacturing) zoning classification.

ZONE ORDINANCE AMENDMENT

Pursuant to the provisions of Chapter 17.84 (Amendments) of the Irwindale Municipal Code (IMC), "the classification of property 'or existing zoning designation' may be amended whenever the public interest and necessity so require."

A Zone Ordinance Amendment (ZOA) is proposed to permit materials recovery facilities and transfer stations (MRF/TS) in the M-2 (Heavy Manufacturing) zone subject to the approval of a development agreement, to establish criteria for granting a franchise agreement for the operation of a MRF/TS, and to modify the distance requirements for alcoholic beverage establishments.

The proposed ZOA (. (See **Attachment G, Ordinance No. 752 for Zone Ordinance Amendment No. 04-2016**) to include a MRF/TS as a permitted use in the M-2 (Heavy Manufacturing) zone, subject to a Development Agreement is consistent with other industrial

[1] Parking requirements based upon the number of employees: 345 employees divided by 3 shifts equals 115 spaces required, plus Office and Convenience Store parking (32 spaces), for a total of 147 required parking stalls.

type uses conditionally permitted in the M-2 zone, including a variety of manufacturing/processing businesses. Additionally, the M-2 zone conditionally allows recycling facilities and the ZOA modifies the definition of recycling facilities to include a MRF/TS that is operated by a city-franchised waste hauler. Finally, the proposed ZOA is consistent with the General Plan policies and goals. The project falls within the land use categories for heavy industry and light industrial uses. Heavy industry is characterized by intensive industrial operations and light industry is defined as industrial uses that are located inside buildings in a clean, well-maintained setting such as the MRF/TS project. The following code sections have been revised:

- Section 8.20.370 – Right to grant a franchise
- Section 17.56.025 – Uses requiring a development agreement
- Section 17.56.030 – Limitation on permitted uses
- Section 17.56070 – Recycling facilities – Definitions
- Section 17.56.080– Recycling facilities-Criteria and Standards
- Section 17.56.020 - Adding 43. Material Recovery Facilties/Transfer Stations

Exhibit B details the changes to the relevant sections of the Municipal Code related to the MRF/TS as follows:

"8.20.370 - Right to grant franchise.

A. In order to protect public health, safety, and welfare, to control pest and nuisance vectors and to carry out the mandatory duties imposed on the city by the State of California, the City Council may authorize one or more contractors to make arrangements with generators of solid waste for the collection, transportation, recycling and disposal of solid wastes within and throughout the City. To this end, the City Council, subject to all applicable State laws, specifically retains the right to grant a limited, non-exclusive or exclusive franchise or franchises for the (i) collection of solid waste from any residential unit or commercial premises, and/or (ii) operation of a Material Recovery Facility/Transfer Station (as such term is defined in Section 17.56.080).

B No solid waste enterprise or other person shall undertake the (i) collection of solid waste from any residential unit or commercial premises, and/or (ii) operation of a Material Recovery Facility/Transfer Station (as such term is defined in Section 17.56.080) without first obtaining a franchise granted by the City Council, in writing, naming the contractor. Any specific exceptions to the foregoing franchise requirement may be designated in the city's duly-adopted franchise contract.

C. The term of each franchise shall be set forth in the franchise agreement. A reasonable franchise fee shall be included within every franchise granted pursuant to this chapter. The amount and payment thereof shall be determined by the city council, and shall be set forth in the franchise agreement. A penalty for late payments may be imposed.

D. A grant of franchise pursuant to this Section shall be made in the discretion of the City Council and consistent with Irwindale City Charter Section 608."

Section 17.56.025 is added to the Irwindale Municipal Code to read, in its entirety, as follows:

"17.56.025 – Uses requiring a development agreement.

The uses listed below shall be allowed in the M-2 zone with either (A) a conditional use permit, or (B) a development agreement that (i) meets the requirements of Government Code sections 65864-65869.5, and (ii) includes development standards that ensure the public's health, safety and welfare and that any development is consistent with the City's General Plan and any other applicable land use plan(s):

1. Material Recovery Facility/Transfer Station, if said facility is also approved in conjunction with a franchise agreement granting a limited, non-exclusive or exclusive franchise for operation of said Material Recovery Facility/Transfer Station.

2. (Reserved).

When a use is allowed by development agreement or conditional use permit in this Section, all ancillary uses can be approved by such development agreement or conditional use permit so long as appropriate and required findings can be made. Approval of a development agreement pursuant to this Section shall also qualify as an entitlement approval equivalent to that of approval of a conditional use permit, and shall be treated as a conditional use permit approval, for the purposes of any other provisions of this Title 17. Nothing in this section is intended to limit other uses that may be included in a development agreement as otherwise allowed in Sections 17.56.010 and 17.56.020 for the M-2 zone."

Section 17.56.030, at Subsection A, of the Irwindale Municipal Code is amended to read, in its entirety, as follows (new text, if any, is identified in underlined, deleted text, if any, is identified in ~~strike through~~), with all provisions of Subsections B and C remaining unmodified and in full effect

17.56.030 - Limitation on permitted uses.

Every use permitted in the M-2 zone shall be subject to the following limitations:

A. Unless a specific provision of this Chapter 17.56 authorizes lesser setback requirements, the following general requirements apply. When an M-2 lot fronts or sides upon a street, public or private, when adjacent to residential and agricultural zones, there shall be maintained front and side yards of not less than fifty feet in depth along such thoroughfare. When an M-2 lot fronts or sides upon a street, public or private, when adjacent to commercial and M zones, there shall be maintained front and side yards of not less than twenty feet in depth along such thoroughfare. A landscaping area, not less than twenty

feet in width, shall be maintained along all street frontage of such lots. The following accessory uses shall be permitted in such front or side yard areas:

1. Landscaping;

2. Passenger vehicle parking (only if surfaced in such manner as to eliminate dust or mud);

3. Employees' recreational area without structures;

4. An ornamental, open type fence, not over eight feet in height, made of material such as woven wire, wood, welded wires, chain link, or wrought iron.

5. Utility or other easements.

. . . ."

Section 17.56.070 of the Irwindale Municipal Code is amended to read, in its entirety, as follows (new text, if any, is identified in underlined, deleted text, if any, is identified in ~~strike through~~):

"17.56.070 - Recycling facilities—Definitions.

For the purpose of carrying out the purpose of this code, the words, phrases and terms included in this title shall have the meaning ascribed to them in this chapter. The use of the terms "collection facilities" or "processing facilities" herein, whether large or small, shall not apply to ~~either (i) materials recovery facilities and transfer stations (MRF/TS), which are facilities operated by a city-franchised waste hauler for the recovery of recyclable materials from the municipal waste stream, including its city-approved related or incidental uses~~; (ii) auto dismantling/recycling facilities or junk/salvage/scrap yards; (iii) asphalt plants; (~~iii~~iv) concrete plants; (iv) concrete product manufacturing,(~~vi~~) rubberized materials/tire recycling and (~~vii~~) landfills.

A. Large Collection Facilities. A center for the acceptance by donation, redemption or purchase of recyclable materials from any person. Such a facility uses power driven processing equipment. Large collection facilities have storage areas that occupy more than five hundred square feet.

B. Large Processing Facilities. A facility used for the collection and processing of recyclable materials that occupies twenty-five thousand square feet or more of gross collection, processing and storage area.

C. Small Collection Facilities. A center for the acceptance by donation, redemption or purchase of recyclable materials from the public. Such a facility does not use power driven processing equipment. Small collection facilities have storage areas that occupy no more than five hundred square feet.

D. Small Processing Facilities. Same as large processing facility, but occupies twenty-four thousand nine hundred ninety-nine square feet or less of gross collection, processing and storage area.

E. Material Recovery Facilities/Transfer Stations (MRF/TS). Facilities operated by a city-franchised waste hauler for the recovery, processing and/or transfer of recyclable materials, refuse and solid waste from the municipal waste stream, including its city-approved related or incidental uses."

Section 17.56.080 of the Irwindale Municipal Code is amended to add a new subsection C to read as follows, with all provisions of Subsections A and B remaining unmodified and in full effect:

"17.56.080 - Recycling facilities—Criteria and standards.

. . . .

C. Material Recovery Facilities/Transfer Stations (MRF/TS).

1. Must be approved by development agreement and limited, non-exclusive or exclusive franchise agreement, pursuant to which additional standards beyond those required in this subsection C may apply.
2. Any storage containers or other equipment or materials must be stored in a manner so as to be adequately screened from the public right of way.
3. Any storage container must be located a minimum of ten feet from any property line.
4. Containers must be constructed and maintained with durable waterproof and rustproof materials, adequately painted and maintained in good condition.
5. Sufficient parking for operator's commercial and employee vehicles, as well as visitor parking, in the amount required per Section 17.64 shall be provided.
6. Must have all applicable permits from the California Department of Conservation and meet the requirements of the California Beverage Container Recycling and Litter Reduction Act of 1986.
7. The facility shall be clearly marked with the name and telephone number of the facility operator and the hours of operation. Identification and informational signs shall be subject to the sign standards applicable to the zone in which the facility is located. Onsite directional signs, bearing no advertising message, may be installed with the approval of the planning director, if necessary, to facilitate traffic circulation or if the facility is not visible from the public right-of-way. Directional signs shall include the city's logo.
8. The City of Irwindale must receive the source credit for the collections and processing.
9. No hazardous materials, including but not limited to, automotive fluids shall be permitted on site. Any hazardous materials inadvertently introduced into the site shall be disposed of immediately per state law requirements.

10. The facility is subject to annual inspections by the City to verify compliance with approved conditions of approval and applicable law.
11. The facility must submit reports for yearly disposal and diversion amounts to be reviewed by the planning department and finance department. Diversion activities must be in accordance with all applicable federal, state and local requirements.
12. The facility is required to obtain a City business license.
13. Except for small quantities of CRV materials, if warranted as determined by the community development director and in accordance with State law requirements, the facility will be required to maintain a customer log; at which time the customer must show valid identification, such as a state issued driver's license, identification card and/or thumb print where applicable.
14. All portions of the lot, other than approved landscaping areas, shall be paved.
15. Adequate security measures shall be established, including but not limited to, cameras with recording capabilities, motion sensors and lighting.
16. Any request for expansion of an existing facility requires a modification of the previously approved development agreement or conditional use permit, unless such modification meets criteria for minor modifications per the development agreement or conditional use permit conditions.
17. Hours of operation shall be established in the development agreement or conditional use permit.
18. Minor repairs shall be permitted for fleet vehicles and machinery only. All repairs must be done within an enclosed building or shielded from the public right of way and be limited to oil changes, tire changes and the like.
19. Recycling activities must be in accordance with all applicable federal, state and local requirements.
20. Minimum landscaping requirements shall be per the approved site plan and shall not be subject to the minimum requirements otherwise applicable in the M-2 zone.
21. Must comply with all applicable environmental mitigation measures at all times, including odor and noise, and promptly and adequately address all complaints received from the general public and report same to the community development director within 48 hours.
22. To the extent a duly-approved development agreement or conditional use permit contains terms or conditions more specific than the ones contained in this Section or elsewhere in the Code, the more specific terms shall control."

Section 17.56.020 of the Irwindale Municipal Code is amended to add the following numbered item to the list of uses requiring a conditional use permit: "43. Material Recovery Facilities/Transfer Stations (MRF/TS), conditional use permit or development agreement, if said facility is also approved in conjunction

with a franchise agreement and subject to all requirements of Section 17.56.025". Other provisions of Section 17.56.020 shall remain unchanged.

The proposed ZOA also amends the distance requirements for alcoholic beverage establishments. The Code Section 17.58.040 currently requires a minimum 1000-foot distance between an establishment that sells alcohol from certain uses, including an educational institution, nursery school, day camp, day care center, public park, or playground. The distance is measured from the closest property line of each use. The proposed convenience store is applying for a Conditional Use Permit to sell beer and wine. The closest property line is located approximately 130 feet directly across from the Santa Fe Dam Recreation Area, a public park. However, there is no direct access from the convenience store to the Santa Fe Dam Recreation Area entrance. A 6-foot high metal fence and steep stone slope of the 90-foot high dam, as measured from Arrow Highway, provides a substantial physical barrier that prevents direct access from the convenience store to the park. Not only is there a physical barrier from the convenience store to the park, Arrow Highway, a 70-foot wide, multi-lane arterial roadway, separates the store from the park (with no access to park facilities at this location). Access from the convenience store to the entrance to the park is well over 1000 feet. The ZOA proposes to waive the minimum distance requirement if it is determined that a substantial physical obstruction or barrier exists that makes it practically infeasable for an individual to travel the distance as measured by property lines if the actual distance travelled would be in excess of the minimum distance requirement.

Ordinance 752 details the changes to the relevant sections of the Municipal Code related to the alcoholic beverage establishment distance requirement as follows:

> Subsection A of Section 17.58.040 of the Irwindale Municipal Code is amended to read, in its entirety, as follows (new text, if any, is identified in underlined, deleted text, if any, is identified in ~~strike through~~):
>
> "A conditional use permit shall not be issued to a proposed on-sale or off-sale alcoholic beverage establishment if the proposed establishment would be located within three hundred feet from another such establishment or any residential use, church or other place of worship, or hospital; or within one thousand feet from an educational institution, nursery school, day camp, day care center, public park, or playground, as such distances are measured from the closest property line of each use. Notwithstanding any provision in this chapter to the contrary, an "existing deemed approved alcoholic beverage establishment" which is seeking to obtain a conditional use permit shall not be required to comply with these distance requirements as part of the conditional use permit process. In addition, these distance requirements shall not apply to the location of any proposed on-sale or off-sale alcoholic beverage establishment within a bona fide restaurant or specialty food store as such terms are defined in Section 17.58.020.
>
> The minimum distance requirement provided in this section may be waived by the development services director or the decision-making body, if in his/her/its reasonable judgment, it is determined that a substantial physical obstruction or barrier exists, such that it is practically infeasible for an individual to travel the distance (including by foot, bicycle or vehicle) as measured by property lines

and the actual distance travelled would in reasonable likelihood be in excess of the minimum distance requirement. The substantial physical obstruction or barrier may be natural or man-made, provided it existed before submission of the application for the conditional use permit or development agreement. Examples of types of physical obstructions or barriers that may support a waiver include but are not limited to, restricted access highways or freeways, rivers or creeks, stormwater channels, large embankments or soundwalls."

DEVELOPMENT AGREEMENT

A development agreement is a contract between the City and the developer. No changes have been made to the proposed Development Agreement since the City's Council's prior approval of the Project, except to update the City's fee schedule and dates. (See **Attachment H, Ordinance No. 753 for Development Agreement No. 02-2016**.) The agreement sets the standards and conditions that govern the development of the property. It provides certainty to the developer that the project will move forward over the course of development, but it also contracts the developer to provide benefits to the City, such as infrastructure improvements, or monetary payment into funds, such as "in lieu" fees, in exchange for that certainty. Development Agreement No. 02-2016 (**Exhibit "A" to Attachment H**) outlines the obligations and benefits of the project and the criteria for development and operation of the MRF/TS, convenience store and public gas station.

Key provisions of the DA include the following:

1. *Scope of Development.* Developer will develop the MRF/TS site in conformance to the City's adopted ordinances, guidelines, and policies related to design.
2. *Host Fee.* The Host Fee to the City is $1.70 per ton of materials processed at the MRF/TS.
3. *Offsite Improvements.* Developer will construct all off-site improvements or fulfill this obligation via in-lieu and fair-share fees.
4. *Community Benefit.* Developer will construct a waste processing facility and transfer station enabling the City to meet its obligations with respect to waste disposal per the California Integrated Waste Management Act of 1989. The project will serve the materials and waste management needs of other jurisdictions in the region, reducing municipal costs, and protecting public health and safety. Also, the project will benefit the City by creating 345 new jobs in the community and revitalizing a blighted area.
5. *Indemnification.* Developer will indemnify the City for any damages, claims, or litigation arising out of or resulting from the City's approval of the DA.

For approval of a development agreement, a finding shall be made that the provisions of the proposed development agreement are consistent with the general plan and any applicable specific plan. With the proposed GPA, the project site will be designated Commercial/Industrial, which permits, among other uses, light industry, heavy industry, and commercial uses. The proposed MRF/TS and convenience store/public gas station falls within these land use categories. Therefore, the proposed use will be consistent with both the land use designations.

CONDITIONAL USE PERMIT

No changes to the proposed Conditional Use Permit have been made since the City Council's prior approval of the Project, except to update certain conditions of approval to ensure they are consistent with the most recent version of the California Building Code and any other statutory requirements. (See **Attachment I, Resolution No. 2021-11-3273 for Conditional Use Permit No. 08-2016**.) In order to engage in the retail sale of alcoholic beverages, the Applicant must obtain a Conditional Use Permit (CUP) pursuant to Section 17.58.030 of the Irwindale Municipal Code (IMC). The CUP is for a Type 20, Off-Sale Beer and Wine permit for off-site consumption. Before any CUP is approved, the applicant must show, to the satisfaction of the Planning Commission or the City Council on appeal, the existence of the following findings of fact. Staff has determined that the findings can be made based on the analysis below.

1. That the site is adequate in size and shape for the proposed use.

   The site is adequate in size and shape for the proposed use for the following reasons: The site is 17.22 acres and zoned M-2 (Heavy Manufacturing). The proposed 2,587 square foot convenience store is less than .3% of the site. The proposed CUP is for a Type 20, Off-Sale Beer and Wine permit and alcohol sales will be a small part of the merchandise sold at the convenience store. No more than 500 square feet of floor area is permitted for the sale of beer and wine. The store will also sell non-alcoholic beverages, snacks, and sundries. The proposed use is a typical product sold at similar-type convenience stores. The convenience store is carefully designed and located on the site to adequately accommodate parking and on-and-off site circulation with access from multiple driveways along Arrow Highway. 26 parking stalls are provided for the convenience store use, located in front of the store and to the west of the store.

2. That the site had sufficient access to streets and highways adequate in width and pavement type to carry the quantity of traffic generated by the proposed use.

   The site is bordered by Arrow Highway on the North and Northeast and Live Oak Avenue on the South. Access to the I-605 Freeway is provided via Arrow Highway and Live Oak Avenue. The certified FEIR (SCH#2013051029) analyzed traffic volumes, trip distances, and overall circulation of the project, including the convenience store and public gas station. The site has sufficient access to streets and highways adequate to carry the quantity of traffic generated by the proposed use because Arrow Highway, a multi-lane street, is classified in the General Plan as a major arterial, sufficient to accommodate additional travel generated by the use.

3. That the proposed use will not have an adverse effect on adjacent property.

   The proposed use, as conditioned, will not have an adverse effect upon adjacent properties because the Applicant will develop an existing vacant parcel with specific mitigation measures which will be enforced to reduce dust, noise and visibility from adjacent properties. The use will provide goods and services to surrounding businesses and commuters on Arrow Highway and Live Oak Avenue. The site has been designed to accommodate vehicle circulation and meet parking standards. The adjacent properties to the west and south are developed with industrial uses that create loud noise, including a distribution center with heavy trucking. Properties to the south, across Live Oak Avenue (a 4-lane road) have industrial uses including a machining company, an industrial

business park, and a large tank facility for the Valley County Water District. The subject site is located at the back of the Santa Fe Dam Recreation Area and is separated by Arrow Highway, a multi-laned arterial roadway and the proposed use is located at such a distance so as not to have an adverse effect on the recreation area.

In addition to the Conditional Use Permit Findings for an alcoholic beverage use, IMC Section 17.58.060, requires that findings be made regarding whether the public convenience or necessity would be served by the proposed alcoholic beverage establishment. Staff has determined that the findings can be made based on the analysis below.

1. That the proposed use serves the public convenience or necessity, based upon the factors outlined in Section 17.58.060.

   This finding is supported by the following facts:

   a. The issuance of the conditional use permit would not duplicate services and therefore contribute to an over-concentration of alcoholic beverage establishments because the nearest off-sale use is over one mile from the subject site;

   b. Alcohol sales are related to the function of the proposed use in that it is common that similar-type convenience stores sell beer and wine, and it would place the business in an economic disadvantage with other similar convenience stores that sell beer and wine;

   c. The proposed establishment will serve a niche in the market not filled by other alcoholic beverage establishment licenses in the area, in that the nearest off-sale use is over one mile from the subject site;

   d. The proposed establishment will provide the convenience of purchasing alcoholic beverages in conjunction with other beverage and food sales as well as other merchandise;

   e. The aesthetic character and ambiance of the proposed establishment will be consistent with the City's Commercial and Industrial Design Guidelines;

   f. There are conditions of approval that prescribe the manner in which the proposed establishment is to be conducted, including the extent to which the establishment will provide an adequate and well trained staff.

   g. The proposed establishment complements the established or proposed businesses in the surrounding area in that it will provide goods and services, including packaged food, alcoholic and non-alcoholic beverages, and sundries to the surrounding industrial and warehouse businesses and commuters;

   h. According to the Irwindale Police Department, the proposed establishment, location and/or operator has no history of law enforcement problems;

i. According to the Irwindale Police Department, the crime rate in the reporting district and adjacent reporting districts is comparable to other areas in the City and adjacent cities;

j. According to the Irwindale Police Department, the number of alcohol-related police calls for service, crimes or arrests in the reporting district and in adjacent districts is comparable to other areas of the City and adjacent cities;

k. Conditions of approval have been included to ensure that the proposed establishment will maintain security, or surveillance, both inside and outside the premises and comply with all applicable laws.

2. That the proposed establishment will comply with the conditions of approval at Section 17.58.070; 17.58.080; and 17.58.090 of this chapter.

This finding is supported by the following facts:

The conditions of approval contained in Sections 17.58.070; 17.58.080; and 17.58.090 of the IMC have been incorporated into the conditions of approval for this proposal, including, but not limited to, convenience store staff training, adequate exterior lighting, graffiti removal, and requiring the applicant or operator to obtain all required licenses and permits.

SITE PLAN AND DESIGN REVIEW (DA) PERMIT

No changes to the proposed site plan and design review permit have been made since the City's Council's prior approval of the Project. (See **Attachment J, Resolution No. 2021-12-3274 for Site Plan and Design Review Permit (DA) No. 06-2016**.) Pursuant to the provisions of Chapter 17.70 (Site Plan and Design Review) of the Irwindale Municipal Code (IMC), "No person shall construct any building or structure or make structural and physical improvements, additions, extensions and/or exterior alterations, and no permit shall be issued for such construction until the site plan and design review has been submitted to, reviewed by, and approved in accordance with this chapter. The property may only be developed, used and maintained in accordance with the approved site plan and design review."

Development Standard	Minimum Requirement	Project Proposal
Front Yard Setback (from Arrow Hwy)	20'-0"	±155' – 30'
Side Yard Setback	0'-0"	±60'-0"
Rear Yard Setback	N/A	±60'-0"
Floor Area Ratio (F.A.R.)	1:1.0	.35:1.0
Building Height	N/A	50'-6" – 21'-0"
Landscaping	10%	15%
Parking	188	326

Landscaping

Approximately 110,057 square feet (15%) of the project site is proposed to be landscaped in compliance with the "City of Irwindale Commercial and Industrial Design Guidelines" and the

Zoning Code requirements for parking area landscaping. The proposed landscape plan is comprised of a combination of parking lot shade trees, procession of palm trees along the Arrow Highway entrance to the site, with shrubs and groundcover.

Building Height

There is no established maximum allowable height standard in the M-2 (Heavy Manufacturing) zone. The proposed buildings range in heights from 50'-6" for the MRF/TS building and 21' for the convenience store.

Access and Circulation

Ingress and egress to the site are provided via five driveways: Driveways 1, 2, 4, and 5 on Arrow Highway and Driveway 3 on Live Oak Avenue, with a Fire Department access entrance at the southwest corner of the property. Driveway 2 includes a trucks only ingress lane and a second entrance with ingress and egress for the employee parking lot. Addendum No. 1 to the FEIR evaluated the minor, internal site plan adjustments made for the final design of the project that included off-site improvements resulting from the internal site changes. The overall circulation of the project has remained similar to the FEIR site plan. All commercial traffic and visitor traffic enters and exits from Arrow Highway. Employee traffic primarily enters and exits from the intersection at Live Oak Avenue and Baldwin Park Boulevard.

Parking

A total of 188 parking spaces are required and 326 spaces are provided for employees and visitors, with a surplus of 138 parking spaces. Parking is provided adjacent to the building, along the north property line, and toward the south property line near the convenience store. Flex spaces and truck stalls are located at the south building elevation. The Los Angeles Department of Water and Power (LADWP) is allowing parking under their transmission line easement at the south area of the site and in the easement along the east side of the site along Arrow Highway. 247 parking spaces are provided for the MRF/TS; 26 parking spaces are provided for the convenience store/public gas station; 34 Flexible stalls are provided for either use and 19 parking spaces are provided as transfer truck stalls. In addition, the parking provides the required number, size and design for ADA parking stalls and EV Charging Stations. Short and long-term bicycle racks are provided.

Signage

IMC Section 17.56.050 "Signs" provides the maximum allowable sign area for freestanding and wall signs. Based on the approximate square footage of the MRF/TS building, the allowable amount of wall signage would equate to ±7,500 square feet. The convenience store would be allowed 250 square feet of signage. Freestanding signs would be limited to 150 square feet regardless of building size. Like other recently approved, large-scale projects, staff incorporates a Condition of Approval that requires the applicant to prepare a comprehensive sign program. The sign program includes, but is not be limited to, sign type, square footage allowances, scale, placement, illumination, quantity, colors and materials.

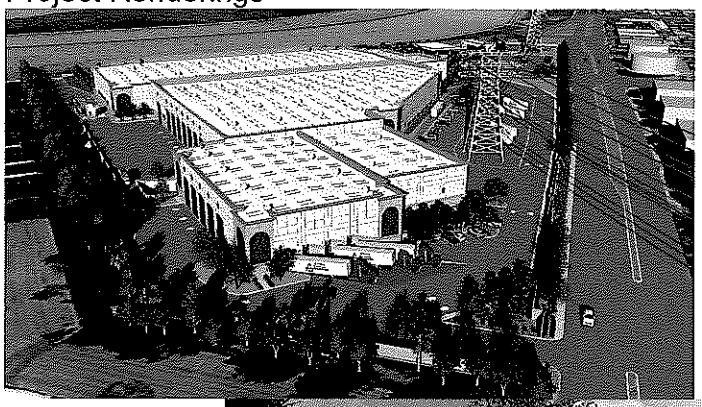
Building Design/Design Guidelines

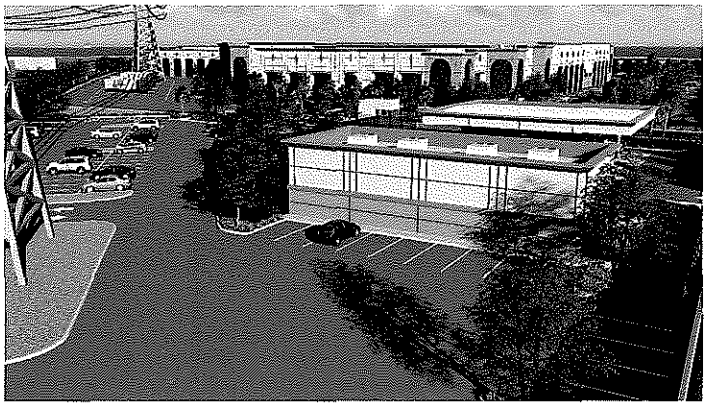
The proposed project is a two-story MRF/TS building and single-story convenience store located on the triangular-shaped property. The proposed office building incorporates desired design elements from the Commercial and Industrial Design Guidelines including but not limited façade elements, roofs and parapets, materials and colors. The layout, landscaping and design of the site also incorporated encouraged design principles. For example, the

articulated arched façade elements with translucent panels are provided to break up the building massing. Additionally, the building elevations are scored vertically and horizontally to provide architectural interest. The building also features raised decorative accent elements with metal crosspieces over the bay doors. Neutral beige and tan colors are proposed on the building façade, with bronze translucent panels and dark trim color for the building accents.

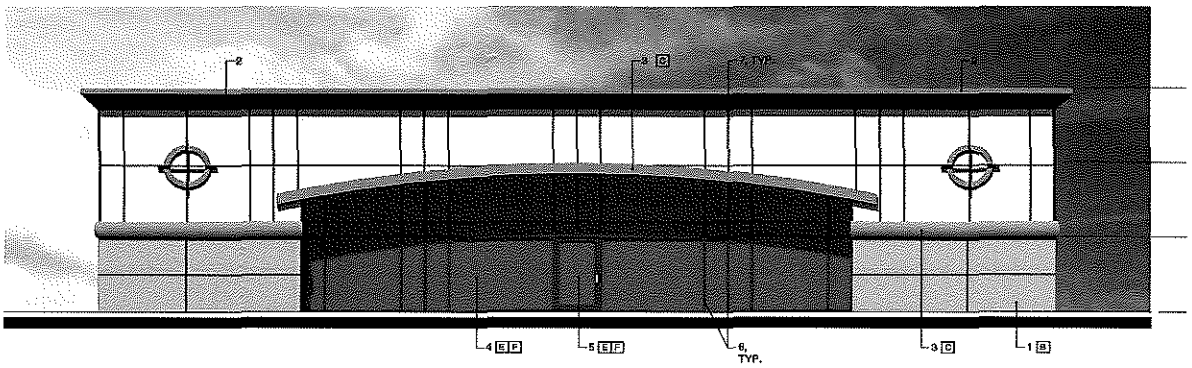
The convenience store exhibits the same color palette and architectural design elements including the raised decorative accents with metal crosspieces and vertical and horizontal scoring to break up building massing. The store features an enhanced front façade with an arched eyebrow canopy over the entrance. A horizontal band course provides dimension and color change around the building. The renderings below show the design of the MRF/TS and the following Design Guidelines Matrix gives specific design principles from the Commercial and Industrial Design Guidelines, which principles are discouraged and how the project responds.

Project Renderings





Convenience Store:



NORTH ELEVATION

Design Guidelines Matrix

Irwindale Materials Recovery and Transfer Station Project

9/7/2017

Site Design & Landscaping

Design Objectives and Siting	Encouraged	Discouraged	As Applied to Project
	Majority of frontage at public sidewalk	Parking in front	Due to the scale and massing of the Project, the building has been set back from the public street to provide a landscape buffer and transition zone from vehicle/pedestrian scale to the larger building scale.
	Historical structures and land forms incorporated	Building set back entirely from sidewalk with no mitigating landscaping or garden structure	No adjacent landforms or nearby historical structures to provide Project adjustments or contextual adherence
	Cluster buildings, incorporate plazas and walkways on larger sites	Large self contained building	Entrance, and Convenience Store) are all clustered off of the main entry at Arrow Highway. It is critical to provide separation of public and commercial areas for safety and efficiency of operations. Operations of the facility require large contiguous building areas sufficient to accomodate waste transfer and recovery. Project massing has been broken up into smaller masses and clusters around larger MRF/Transfer Building.

Parking/Access	Encouraged	Discouraged	As Applied to Project
	Reciprocal access	Curb cuts in arterial streets	All commercial and public traffic is provided via primary and secondary access points from Arrow Highway. Employee parking access provided off of Live Oak Avenue.
	Parking to rear if secure; to side as alternate	Front parking more than 60 feet deep	Parking and landscaping has been provided at perimeter of building to provide significant buffer at Live Oak Avenue and Arrow Highway. Parking is located as necessary to provide a sufficient setback to lessen the building's massing along street frontages.
	Vehicle and pedestrian connections between adjacent uses	Poorly designated pedestrian walkways	Pedestrian walkways have been provided between the parking areas and buildings as well as to Arrow Highway. As the surrounding areas are industrial, there are no adjacent uses that are suitable for pedestrian connections.
	Safe and well designated pedestrian path of travel		Controlled pedestrian access is provided at perimeter of facility to encourage safe travel of employees to and from parking areas to building. Designated crosswalks are provided at vehicle circulation areas.

Open Space	Encouraged	Discouraged	As Applied to Project
	Courtyards, visible from buildings or street	Termination of existing linkage	Administration Building is L-Shaped to provide a courtyard-public area visible from main entry at Arrow Highway.
	Public spaces for relaxation and rest		Exterior employee break area provided adjacent to Administration Building.
	Outdoor dining with permit		Not applicable.
	Shading of open spaces & parking lot	Unshaded parking lot and unshaded public open space areas	Significant shading is provided at parking and public areas.

Screening	Encouraged	Discouraged	As Applied to Project

	Parking lot screening at street periphery		Decorative concrete block wall with landscaping and stepped configuraton is provided at entire perimeter of Project.
	Berming with landscaping preferred		Due to limited setback between public right-of-way and perimeter screen wall, landscape berming has not been provided.
	Solid walls with landscaping for trash and storage facilities		Decorative concrete block wall with landscaping is provided at trash enclosures.
	Proper slope planting techniques to provide screening		Not applicable to this Project.
	Sound attenuation walls, buffer zone and landscape screening at commercial /residential interface	Ground covers and flowering perennials alone	Significant setback of building from Live Oak Avenue and Arrow Highway is provided to allow for landscape and parking areas buffer. Decorative concrete block wall is provided at entire site perimeter for visual screen and sound attenuation.

Landscaping	Encouraged	Discouraged	As Applied to Project
	Minimum 10% of total gross site landscaped	Overused, generic plants, High water-use plants, High water-use plants, compatibility of plants	14% of gross site area is landscaped.
	Minimum 10% of parking area landscaped		Parking lot area landscaping exceeds 10%.
	Define the road edge, entrances & exits with landscaping		Landscaping is provided at all entry, roadways and driveway to define edge.
	Consistency & compatibility in style/design of paving & site amenities	Inconsistent design style of paving & site amenities	Decorative paving provided at primary Project vehicle entries at Arrow Highway and at exterior employee break area. Break area also has decorative screen wall and landscaping. Due to industrial use of facility, limited site amenities are provided.
	Lighting for safety and accent		Lighting provide at all exterior areas. Accent lighting provided at building perimeter and at public areas.
	Incorporation of local quarried stone		Not provided for this Project.

Planting	Encouraged	Discouraged	As Applied to Project
	Enhanced project entries		Enhancements provided at project entries including use of Washingtonia Palms and Crape Myrtles.
	Native plants		Native plants are integrated into the landscape design.
	Drought tolerant / low water usage plants	High water usage plants, Irrigation overspray and waste	Onsite landscaping uses 31% less water than allowable. Right-of-way landscaping uses 30% less water than allowable.
	Appropriate groupings of plant materials	Large areas of sod that require intense maintenance	Variety of planting materials are used with very limited use of turf.
	Vine pockets on walls & buildings		To protect building and screen walls, no vine pockets have been provided. Five varieties of landscape shrubs have been provided at screen walls and building walls.
	Theme trees, Mexican Fan Palm preferred		Washintonia Palms and Crape Myrtles have been used extensively at Project entry and highlight areas.

Building Design & Signs

Design Principles	Encouraged	Discouraged	As Applied to Project
	Balance, rhythm, symmetry		The operational aspect of this building required a large interior clear area, thus providing a challenge for varied building massing and forms. A varied series of panel types within the design allow for building access (doors), ventilation (louvers), ambient light (polycarbonate panels) and vision (glass). The panel types are arranged in like-panel runs that are symmetrically bookended with arched panels. The same rhythm of arched panels is used at the Administration area with enhanced recesses and detail.

	Layering / detail / depth	Applied ornament as substitute for integrity and interest of massing	The entire building is supported by a base layer, above the base layer are field panels that are capped with a large projecting cornice. Additional architectural detailing and fenestration is provided at corners with enhanced detailing at public interface locations. Panels and building forms are also stepped to provide additional depth and layering to the building massing.
	Vertical / horizontal balance		The run of horizontal panels have been broken up with varying vertical heights at mid-span of long runs as well as between the two large building masses and the attached Administration Area.
	Enhanced street corners		Large areas of polycarbonate panels at the MRF/Transfer Building and vision glass at the Administration Building have been located at all corner areas. Enhanced eyebrow reliefs have been placed above the arched openings at these locations as well as architectural detailing in the panel field above the arch.
	Pedestrian vitality		The majority of the building is placed a large distance from pedestrian access to allow for safety of the pedestrian and better operational vehicle circulation. Pedestrian accessible building areas are articulated with deep arched recesses with glazing, additional landscaping, colored horizontal metal ACM soffits and enhanced paving.
Style	**Encouraged**	**Discouraged**	**As Applied to Project**
	Authentic period styles compatible with City context	Mimicry of mission bells, etc.	The exterior can best be described as a modern adaptation of the Mission style, which is representative of the City's history. For instance, the Project incorpraotes significant horizontal and vertial variation to add richness and variety to the building mass, the use of arches, and light primary colors. This is an appropriate hybrid given the use and scale of the Project.
	New buildings that draw upon the fundamental characteristics of existing buildings in Irwindale	Historic-look-alike building	the recently designed Alderson Business Park, including arches, mixtures of light colors, and building frenestration and articulated roof lines. These design characteristics are consistent with the Mission style prevalent within the City.
	Facades with depth of planes	Parabolic arches	The exterior wall planes have be stepped at the perimeter of the building creating a sawtooth floor plate.
	Develop contemporary interpretations of the traditional context	Stock building plans or typical corporate or franchise operation designs	The clean lines and forms of this Project are an adaption of mission style elements for a modern industrial application. The challenge is adjusting the scale and detail that is more typical of smaller developments. The key solution was to slightly oversize the architectural features and create repetitive patterns (IE: groups of doors or windows) that read a single larger element. These feature fit well within the larger scale of the Project.
Architectural Detailing - Facade Elements	**Encouraged**	**Discouraged**	**As Applied to Project**
	Recessed heavy wooden doors		Not applicable for this Project.
	Deeply recessed windows with planter boxes		All exterior fenestrations at public areas are deeply recessed into arched openings.
	Arcades, columns for scale, balance & rhythm	Long, unbroken façade, Flush windows, Neon window perimeter strips	As noted above, series and groups of elements have been linked together to break up the longer runs of panels. All panel runs are also terminated on each end with arched translucent panels that glow from within during the nighttime.
	Base & cornice expression		The exterior has a defined based and cornice.
	Detailed balconies		Not applicable for this Project.

	Simple awning / canopy shapes		Small canopies and shades are the not appropriate scale for this Project. Large recessed opening with soffits are created at public entry areas.
	Custom ornamentation	Oversized, novelty, or generic ornament	Simple ornamentation is provided at and above all glazed panel areas. Ornamental lighting is also placed throughout all panel locations.
	Continue façade variations on all sides, including roof line	Permanent, non-retractable or exterior security grate/bars	Design features have been carried throughout the Project.

Architectural Detailing - Roofs & Parapets	Encouraged	Discouraged	As Applied to Project
	Varied rooflines- low pitch	Varying roof pitches, Unbroken ridge lines	Low pitched roof used.
	Flat roof behind detailed parapet	Visibly thin parapets, Prominent generic arch or gable	All parapets are topped with a deep cornice. Where parapets end are exposed the parapet is returned to express the building mass.
	Large eave overhang		No eaves on this Project.
	Rails expressing roof deck		Not applicable for this Project.

Architectural Detailing - Materials & Colors			
	Smooth or lightly troweled stucco	Unraced concrete, concrete block or cultured stone	Exterior wall are concrete tilt-up with smooth trowel finish. All walls will be sacked and patched as required.
	Metal, glass, wood, brick, stone, appropriate to context & style		Primary exterior elements are concrete walls, aluminum window frames, glazing, polycarbonate panels, steel doors and pre-manufactured cornices and detailing, all of which provide context and sytle differentiation for the Project.
	Light harmonious colors with accent color for trim	Excessive color saturation + brightness	Light warm tones have been used on the Project with an accent color at doors, trim, and soffits.
	Mission clay tile, Spanish tiles or clay shingle	Modular units (tiles, blocks, etc.) too large for building scale	Smaller building materials such as tile were not used on this Project given the scale.

Signs	Encouraged	Discouraged	As Applied to Project
	Monument, Wall, Projecting, Window & Awning Signs	Internally illuminated, can signs, flags, banners, moveable letter, off premises, electronic, roof-mounted & billboards	Signage not yet designed for this Project.
	Integrate with architecture		Signage not yet designed for this Project.
	Simple, legible, & durable		Signage not yet designed for this Project.
	High quality materials	Neon window strips	Signage not yet designed for this Project.

Before any Site Plan and Design Review is approved, the applicant must show, to the satisfaction of the Planning Commission and the City Council, the existence of the following findings of fact. Staff has determined that the findings can be made based on the analysis below:

ANALYSIS

1. The proposed project is in conformance with the General Plan, zoning ordinance, and other ordinances and regulations of the City

   The subject site is zoned M-2 (Heavy Manufacturing) and has a current General Plan land use designation of Commercial. The applicant is requesting a General Plan Amendment (GPA) in conjunction with this SP&DR (DA) to change the land use designation to Commercial/Industrial and a Zoning Ordinance Amendment (ZOA), to allow a MRF/TS in the M-2 (Heavy Manufacturing) zone with a Development Agreement (DA). Upon approval of the GPA, ZOA and DA, the proposed project will be in conformance with the general plan, zoning ordinance, and other ordinances and regulations of the city. A Conditional Use Permit for the use is being considered as part of the entitlement request for the public gas station and off-sale of beer and wine. The building is designed to generally comply with the development standards for the M-2 zone; and is consistent with the goals and policies of the General Plan and Citywide Design Guidelines.

2. The proposed project is in conformance with any redevelopment plan and regulations of the community redevelopment agency and any executed owner's participation agreement or disposition and development agreement.

   The Irwindale Community Redevelopment Agency no longer exists. Therefore this finding is no longer applicable. However, to the extent this finding is applicable, there is an owner's disposition and development agreement (DDA) involved that is being processed concurrently with the Irwindale Successor Agency. The Project is in conformance with the proposed DDA and a condition of approval has been included stating that the Project requires approval of the DDA by the Irwindale Successor Agency.

3. The following are so arranged as to avoid traffic congestion, to ensure the public health, safety, and general welfare, and to prevent adverse effect on surrounding properties:

   a) Facilities and improvements;
   The MRF/TS C&D, Maintenance and Material Staging areas of the building are setback over ±60 feet from the east/northeast and south property lines (the closest property lines). The convenience store maintains a 30-foot setback from Arrow Highway. The buildings are located to provide adequate vehicular circulation on the site. All structures and infrastructure improvements will be constructed to current code and completed prior to Certificate of Occupancy.

   b) Pedestrian and vehicular ingress, egress, and internal circulation;
   Ingress and egress to the site is provided via five driveways: Driveways 1, 2, 4, and 5 on Arrow Highway and Driveway 3 on Live Oak Avenue, with a Fire Department access entrance at the southwest corner of the property. Driveway 2 includes a trucks only ingress lane and a second entrance with ingress and egress for the employee parking lot. Addendum No. 1 to the FEIR evaluated the minor, internal site plan adjustments made for the final design of the project that included off-site improvements resulting from the internal site changes. The overall circulation of the project has remained similar to the FEIR site plan. All commercial traffic and visitor traffic enters and exits from Arrow Highway. Employee traffic primarily enters and exits from the intersection at Live Oak Avenue and Baldwin Park Boulevard.

   c) Setbacks;
   The project has been designed to comply with the required minimum setbacks for the M-2 zone.

   d) Height of buildings;
   There is no maximum building height restriction within the M-2 zone. Nonetheless, the MRF/TS structure has been designed to complement the massing and height of the existing industrial buildings in the City with a maximum height of 50'6". The convenience store has a maximum height of 21'.

   e) Signs;
   Signage is not proposed at this time. Future signage will be incorporated into a signage package that eschews garishness and embraces a refined, integrated

overall design. A separate sign program will be prepared to address all on-site wall, freestanding, and directional signage.

f) Mechanical and utility service equipment;
Site has been designed to attractively screen all rooftop and surface level mechanical equipment and storage area.

g) Landscaping;
The landscaping requirement has been met through considered choices of plantings appropriate to the location, building type, and building scale.

h) Grading;
Project has been designed to take advantage of the existing topography, thus reducing grading activities on site.

i) Lighting;
All lighting is designed to complement the structures and oriented to properly illuminate the site as not to create "dark pockets" that could support nefarious activities.

j) Parking;
IMC Subsection 17.64.030(M) "Recycling Facilities – Large Collection and Processing Facilities" requires space to be provided on-site for 10 vehicles to circulate and to deposit recyclable materials and 1 parking space for each employee on the largest shift and 1 space for each commercial vehicle associated with the use. The office area requires 1 space for each 350 square feet of office area. The convenience store requires 1 space for each 250 square feet of area. 188 parking spaces are required and 326 spaces are provided; for a surplus of 138 parking spaces.

k) Drainage;
A Water Quality Management Plan (WQMP) will address hydrology and drainage.

l) Intensity of land use.
The project is located on a 17.22-acre, triangular-shaped parcel. The building footprint covers 34% of the site, with the remaining majority of the site dedicated to landscaping, hardscape, and on-site parking and circulation. The MRF/TS building is located in the center of the parcel with the convenience store located at the northeast corner of the property with wide drive aisles, excess parking, and enhanced landscaping in the setback areas.

4. The proposed development is consistent with applicable city design guidelines and historic design themes, and provides for appropriate exterior building design and appearance consistent and complementary to present and proposed buildings and structures in the vicinity of the subject project while still providing for a variety of designs, forms and treatments.

The proposed development incorporates desired design elements from the Commercial and Industrial Design Guidelines including but not limited to façade elements, roofs and parapets,

materials and colors. The architectural style is an adaptation of mission style elements for a modern industrial application. The layout, landscaping and design of the site also incorporated encouraged design principles. For example, the articulated arched façade elements with translucent panels are provided to break up the building massing, and enhanced eyebrow reliefs placed above the arched openings at all corner areas. The development includes arches, mixtures of light colors, and building fenestration and articulated roof lines. Additionally, the building elevations are scored vertically and horizontally to provide architectural interest, as well as featuring raised decorative accent elements with metal crosspieces.

FRANCHISE & FACILITY OPERATIONS AGREEMENT

A Franchise & Facility Operations Agreement (Agreement) has been prepared for the MRF/TS, convenience store/public gas station project to establish the terms by which the City will grant a franchise to Athens for the exclusive operation of a MRF/TS within City limits (**See Attachment K, Franchise & Facility Operations Agreement**). The franchise granted is exclusive to Athens, under the stipulation that Athens fulfills the obligations outlined in the Agreement. The Agreement will go into effect once the project is developed. The only change to the proposed Agreement since the City Council's prior approval of the Project, was Section 5.2 Environmental Performance Standards to be consistent with the Final EIR. Provisions for the Agreement include:

1. *Term:* The term of the Agreement is for an initial term of 30 years, with an automatic 10 year rolling extension.
2. *Construction & Commencement of Operations:* Outlines the site and building development and defines activities of the MRF/TS facility.
3. *Performance Standards:* Odor control equipment is required to be installed and maintained; no hazardous materials will be accepted to the facility; and facility management and employees shall receive specific training relating to their jobs to ensure compliance with all applicable regulations.
4. *Indemnification and Environmental Liability:* The Applicant will indemnify the City for any damages, claims, or litigation arising out of or resulting from the City's approval of the Agreement.

CONCLUSION

Staff recommends that the City Council and Successor Agency certify the 2020 FEIR and approve the DDA for the MRF/TS project. Additionally, staff recommends that the City Council adopt the attached Ordinances and Resolutions for the MRF/TS project.

FISCAL IMPACT

The project is a private development fully funded by the developer. The Disposition and Development Agreement and the Development Agreement provide financial details outlining off-site improvements and other applicant financial obligations to the City.

Section 232 of the DDA stipulates the purchase price for this property at $10,210,000. This property is owned by the Successor Agency, and therefore proceeds from the sale of the property will be accounted for in the Successor Agency funds. Successor Agency funds are reported to the State Department of Finance and Los Angeles County for redistribution. The City's General Fund will then receive approximately 10% ($1,021,000) of these proceeds in the form of Residual Revenue distributed from County over the next couple of years.

ATTACHMENTS:

A. 2020 Recirculated Draft EIR (SCH# 2013051029) (previously provided)
B. 2020 Final EIR (SCH# 2013051029) (digital & paper copy previously provided and available at: https://www.irwindaleca.gov/177/Materials-Recovery-Facility-Transfer
C. Resolution No. CC 2021-08-3270 & Resolution No. SA 2021-13-3275 Certifying the 2020 Final EIR, Adopting the MMRP, Findings of Fact and Statement of Overriding Considerations
D. Resolution No. CC 2021-09-3271 & Resolution No. SA 2021-14-3276, approving the DDA
E. Disposition and Development Agreement
F. Resolution No. 2021-10-3272 General Plan Amendment No. 02-2016
G. Ordinance No. 752 for Zone Ordinance Amendment No. 04-2016
H. Ordinance No. 753 for Development Agreement No. 02-2016
I. Resolution No. 2021-11-3273 for Conditional Use Permit No. 08-2016
J. Resolution No. 2021-12-3274 for Site Plan and Design Review Permit (DA) No. 06-2016
K. Resolution No. 2021-06-3268 for Franchise & Facility Operations Agreement
L. Project Plans
M. City of Irwindale Planning Commission Staff Report with Attachments, dated January 20, 2021
N. Resolution Nos. CC 2019-64-3147 and SA 2019-64-3148

ATTACHMENT A

2020 RECIRCULATED DRAFT EIR
(SCH# 2013051029)

https://www.irwindaleca.gov/DocumentCenter/View/5993/2020-Recirculated-Draft-Environmental-Impact-Report-061720-?bidId=

ATTACHMENT B

2020 FINAL EIR

(SCH# 2013051029)

Materials Recovery Facility & Transfer Station | Irwindale, CA - Official Website

ATTACHMENT "C"

RESOLUTION NO. CC 2021-08-3270
RESOLUTION NO. SA 2021-13-3275

Article I. A JOINT RESOLUTION OF THE CITY COUNCIL AND SUCCESSOR AGENCY OF THE CITY OF IRWINDALE, CALIFORNIA CERTIFYING THE ENVIRONMENTAL IMPACT REPORT (SCH#2013051029), ADOPTING CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS, AND ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM FOR THE MATERIALS RECOVERY FACILITY AND TRANSFER STATION PROJECT

A. RECITALS.

WHEREAS, Athens Services, 14048 Valley Boulevard, City of Industry, CA 91746, the Applicant, has proposed construction and operation of a Materials Recovery Facility and Transfer Station ("MRF/TS") and a convenience store/public gas station located at 2200 Arrow Highway (APN 8535-001-911) ("Project"). To effectuate the Project, the Applicant is seeking approval of General Plan Amendment No. 02-2016, Zoning Ordinance Amendment No. 04-2016; Development Agreement No. 02-2016; Conditional Use Permit No. 08-2016; Site Plan and Design Review (DA) Permit No. 06-2016, a Franchise and Facility Operations Agreement, and a Disposition and Development Agreement (DDA); and

WHEREAS, the proposed 265,230 square foot development will include a MRF/TS, convenience store and public gas station on a 17.22-acre site that is zoned M-2 (Heavy Manufacturing); and

WHEREAS, pursuant to section 21067 of the California Environmental Quality Act ("CEQA") (Pub. Resources Code, § 21000 et seq.) and section 15367 of the State CEQA Guidelines (Cal. Code Regs., § 15000 et seq.), the City of Irwindale ("City") is the lead agency for the proposed Project; and

WHEREAS, in May 2013, the City circulated a Notice of Preparation ("NOP") of a Draft Environmental Impact Report ("2014 DEIR") (SCH# 2013051029) for the proposed Project. In April 2014, the 2014 DEIR was circulated for public review and comment. In response to comments received, the City elected to prepare a 2014 Recirculated DEIR, to include minor revisions to the Project Description, modified analyses of air quality and greenhouse gas emissions and traffic circulation, and include additional Project alternatives; and

WHEREAS, the City then prepared the 2016 Final EIR, which included all comments received during the public review and comment period on the 2014 DEIR and 2014 Recirculated DEIR, responses to those comments, and revisions to the 2014 RDEIR made as a result of those comments; and

WHEREAS, on June 8, 2016, the City Council of the City of Irwindale ("City Council") certified the 2016 Final FEIR; and

WHEREAS, in July 2017, Addendum No. 1 to the 2016 FEIR was prepared to address minor, internal site plan adjustments made in the final design of the Project; and

WHEREAS, on September 20, 2017, the Planning Commission of the City of Irwindale ("Planning Commission") conducted a duly noticed public hearing on the Project, at which time they received input from staff, the City Attorney, and the Applicant; heard public testimony; discussed the proposed Project; closed the public hearing; and, after discussion: approved (a) Resolution No. 736(17), recommending that the City Council approve GPA No. 02-2016; (b) Resolution No. 737(17), recommending that the City Council amend the Municipal Code regarding solid waste franchises, material recovery facilities in the M-2 Zone, and distance requirements for alcohol beverage establishments; (c) Resolution No. 738(17), recommending that the City Council approve Development Agreement No. 02-2016; (d) Resolution No. 739(17), recommending that the City Council approve Conditional Use Permit No. 08-2016; and (e) Resolution No. 740(17), recommending that the City Council approve Site Plan and Design Review DA No. 06-2016; and

WHEREAS, on October 11, 2017, the City Council conducted a duly noticed public hearing, as required by law, on the Application and approved the Project. Specifically, the City Council approved: (a) Resolution No. 2017-72-2970 approving GPA No. 02-2016; (b) Resolution No. 2017-75-2973 granting Conditional Use Permit No. 08-2016; and (c) Resolution No. 2017-76-2974 approving Site Plan and Design Review (DA) No. 06-2016; and

WHEREAS, on October 25, 2017, the City Council also approved Ordinance No. 718, amending the Municipal Code regarding solid waste franchises, material recovery facilities in the M-2 Zone, and distance requirements for alcohol beverage establishments, and Ordinance No. 719, approving Development Agreement No. 02-2016; and

WHEREAS, two lawsuits were subsequently filed in Los Angeles County Superior Court challenging the resolutions and ordinances approving the Project on the basis of, among other things, alleged inadequacies in the Project's environmental review documents; and

WHEREAS, on September 5, 2019, the Los Angeles County Superior Court issued rulings in the two cases. While the Court dismissed the vast majority of the lawsuits' claims, the Court did determine that the environmental review for the Project required additional analysis in regards to four discrete issues; and

WHEREAS, as a result of its rulings, the Court ordered that the City set aside and vacate the Project-related resolutions and ordinances until the Project's environmental review addressed the four discrete issues identified by the Court; and

WHEREAS, on November 13, 2019, in compliance with the Court's order, the City Council adopted Resolution No. 2019-63-3147 and SA Resolution No. 2019-64-3148, rescinding approvals for the Project; and

WHEREAS, to address the four discrete issues identified by the Court, and pursuant to requirements, authority, and criteria contained in CEQA, the City, as lead agency, prepared the 2020 Recirculated Draft Environmental Impact Report ("2020 RDEIR"); and

WHEREAS, the 2020 RDEIR addresses the following four discrete issues as directed by the Court: 1) Truck Fueling Operations; 2) Greenhouse Gas Emissions; 3) Transportation Energy Use; and 4) Project-Specific Air Emissions Health Risks of ROG, NOx and ozone; and

WHEREAS, after completion of the 2020 RDEIR, the City filed a Notice of Completion ("NOC")/Notice of Availability ("NOA") with the Governor's Office of Planning and Research on June 17, 2020, indicating that the 2020 RDEIR was complete and available for public review and comment. The City also filed the NOC/NOA with the Los Angeles County Clerk on June 17, 2020, and mailed a copy of the NOC/NOA to surrounding cities and property owners within a 500-foot radius of the Project site. The 2020 RDEIR was also made available on the City's website at: http://www.ci.irwindale.ca.us/; and

WHEREAS, the City also provided notice of the 2020 RDEIR's availability via publication in the San Gabriel Valley Tribune newspaper, via mailing and outreach to interested agencies and other parties, and by postings on the City's website; and

WHEREAS, the 2020 RDEIR was available for a 45-day public review and comment period commencing on June 22, 2020 and ending on August 5, 2020. During the public review and comment period for the 2020 RDEIR, six comment letters were received. Five of the six comment letters were submitted by public agencies, and one letter was submitted by Waste Management Collection and Recycling, a competitor of the Project Applicant. No comment letters were received from individuals or residents; and

WHEREAS, after the close of the public review and comment period for the 2020 RDEIR, the City prepared written responses to each comment letter submitted during the review period. The City also prepared the 2020 Final Environmental Impact Report ("2020 FEIR") for the proposed Project. The 2020 FEIR includes the 2020 RDEIR, all comments received during the public review

and comment period for the 2020 RDEIR, the City's responses to those comments, and revisions and corrections to the 2020 RDEIR made in response to comments received; and

WHEREAS, the 2020 FEIR for the proposed Project also includes the 2014 Draft EIR, 2014 Recirculated Draft EIR, and the 2016 Final EIR except for those portions required to be reassessed by the Superior Court. The 2020 FEIR also includes and incorporates therein the 2017 Addendum No. 1 to the 2016 Final EIR; and

WHEREAS, the 2020 FEIR was made available on the City's website; and

WHEREAS, written responses to all public agency comment letters received during the public review and comment period were also sent to each commenting agency at least 10 days prior to this hearing; and

WHEREAS, on January 20, 2021, the Planning Commission conducted a duly noticed public hearing on the Project, at which time all persons wishing to testify were heard; and at the close of the public hearing, the Planning Commission adopted Resolution 790(2) recommending that the City Council certify the 2020 FEIR, adopt the *California Environmental Quality Act Findings of Fact and Statement of Overriding Considerations* prepared for the Project, and adopt the Mitigation Monitoring and Reporting Program for the Project; and

WHEREAS, on February 24, 2021, the City Council and the Successor Agency of the City of Irwindale conducted a duly noticed joint public hearing on the Project, at which time all persons wishing to testify were heard; and

WHEREAS, **Exhibit A** to this Resolution, *California Environmental Quality Act Findings of Fact and Statement of Overriding Considerations*, lays out the findings of fact upon which the City Council has based its determination for the 2020 FEIR; and

WHEREAS, the environmental impacts identified in the 2020 FEIR that the City finds are of no impact or constitute a less than significant impact and do not require mitigation are set forth in **Section 2** of **Exhibit A** to this Resolution; and

WHEREAS, the environmental impacts identified in the 2020 FEIR that the City finds are potentially significant, but which the City finds can be mitigated to a level of less than significant through the incorporation of feasible Mitigation Measures, are set forth in **Section 3** of **Exhibit A** to this Resolution; and

WHEREAS, the environmental impacts identified in the 2020 FEIR that the City finds are potentially significant, but which the City finds cannot be mitigated to a level of less than significant, despite the imposition of feasible Mitigation Measures, are set forth in **Section 4** of **Exhibit A** to this Resolution; and

WHEREAS, the cumulative impacts of the Project identified in the 2020 FEIR are set forth in **Section 5** of **Exhibit A** to this Resolution; and

WHEREAS, the irreversible environmental changes caused by the Project identified in the 2020 FEIR are set forth in **Section 6** of **Exhibit A** to this Resolution; and

WHEREAS, the existence of any growth-inducing impacts resulting from the proposed Project identified in the 2020 FEIR are set forth in **Section 7** of **Exhibit A** to this Resolution; and

WHEREAS, alternatives to the proposed Project identified for their potential to eliminate or reduce significant environmental impacts are described in **Section 8** of **Exhibit A** to this Resolution; and

WHEREAS, the benefits of the Project outweighing its potential significant environmental impacts are set forth in the Statement of Overriding Considerations included in **Section 9** of **Exhibit A** to this Resolution; and

WHEREAS, the Mitigation Monitoring and Reporting Program setting forth the Mitigation Measures to which the City shall bind itself in connection with the Project, is attached as **Exhibit B** to this Resolution; and

WHEREAS, prior to taking action, the City Council has heard, been presented with, reviewed and considered, all of the information and data in the administrative record, including the 2020 FEIR, and all oral and written evidence presented to it during all meetings and hearings; and

WHEREAS, the 2020 FEIR reflects the independent judgment of the City and is deemed adequate for purposes of making decisions on the merits of the Project; and

WHEREAS, the City has not received any comments or additional information constituting substantial new information requiring recirculation of any portion of the environmental review for the Project under Public Resources Code section 21092.1 and State CEQA Guidelines section 15088.5; and

WHEREAS, all the requirements of CEQA, the State CEQA Guidelines, and the City of Irwindale's Local CEQA Guidelines have been satisfied by the City in the 2020 FEIR, which is sufficiently detailed such that all of the potentially significant effects of the Project have been adequately evaluated; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the City Council and the Successor Agency of the City of Irwindale as follows:

SECTION 1. Recitals. The City Council and Successor Agency Board hereby specifically finds that all of the statements set forth in the Recitals, Part A, of this Resolution are true and correct, and incorporated into this Resolution by reference as findings of fact.

SECTION 2. CEQA. The City Council and the Successor Agency Board hereby specifically finds and determines that it has been presented with the 2020 FEIR, which it has reviewed and considered along with all public testimony and the entirety of the administrative record.

The City Council and Successor Agency Board further find that the 2020 FEIR is an accurate and objective statement that has been completed in full compliance with CEQA, the State CEQA Guidelines and the City's Local CEQA Guidelines, and the 2020 FEIR reflects the independent judgment and analysis of the City Council.

The City Council and Successor Agency Board find that **Exhibit A** to this Resolution, together with the 2020 FEIR, lays out the substantial evidence and facts sufficient to support each of the findings on each of the potential impacts that may occur as a result of the proposed Project, and that all potentially significant impacts that have not been mitigated to a level of less than significant have nonetheless been mitigated to the extent that is physically, legally, and technologically feasible.

The City Council and Successor Agency Board declare that no evidence of new significant impacts as defined by the State CEQA Guidelines section 15088.5 has been received by the City after circulation of the 2020 RDEIR which would require recirculation.

Finally, the City Council and Successor Agency Board find that based upon the Statement of Overriding Considerations contained in **Section 9** of **Exhibit A** to this Resolution, the benefits of the proposed Project outweigh the potentially significant environmental impacts that cannot be feasibly reduced to a level of less than significant.

SECTION 3. Certification of the 2020 FEIR. The City Council and Successor Agency Board hereby certify the 2020 FEIR and adopt the CEQA Findings of Facts and Statement of Overriding Considerations, attached as **Exhibit A** to this Resolution and incorporated herein by this reference, based on the entirety of the record of proceedings.

SECTION 4. Mitigation Monitoring and Reporting Program. Pursuant to Public Resources Code section 21081.6, the City Council and Successor Agency Board find that all feasible Project Mitigation Measures have been identified in the Mitigation Monitoring and Reporting Program attached as **Exhibit B** to this Resolution. The City Council and Successor Agency Board hereby adopt the Mitigation Monitoring and Reporting Program and declare that implementation of the Mitigation Measures contained in the Mitigation Monitoring and Reporting Program are hereby made a condition of approval of the Project. In the event of any inconsistencies between the Mitigation Measures set forth in **Exhibit B** to this Resolution and the 2020 FEIR, the Mitigation Monitoring and Reporting Program set forth in **Exhibit B** shall control.

SECTION 5. Record of Proceedings and Custodian of Record. The documents and materials that constitute the record of proceedings upon which this Resolution has been based are located at 16102 Arrow Highway, Irwindale, California. The custodian for these records is the Community Development Director. This information is provided in compliance with Public Resources Code section 21081.6.

SECTION 6. Notice of Determination. A Notice of Determination shall be filed with the County of Los Angeles and the California State Clearinghouse within five working days of final Project approval.

SECTION 7. The Secretary shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a certified copy of this Resolution, by mail, to the Applicant at the address of record set forth in the Application.

_____
H. Manuel Ortiz, Mayor & Agency Chair

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk
STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Ordinance No. 752 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 24th day of February 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____

Laura M. Nieto, MMC
Chief Deputy City Clerk

EXHIBIT A

CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS

SECTION 1: SUMMARY OF FINDINGS

At a meeting on [____], the City Council determined that, based on all of the evidence presented, including but not limited to the 2014 Recirculated Draft Environmental Impact Report ("2014 RDEIR"), the 2016 Final Environmental Impact Report ("2016 FEIR"), the 2017 Addendum No. 1 to the 2016 FEIR ("Addendum No. 1"), the 2020 Recirculated Draft Environmental Impact Report ("2020 RDEIR"), and the 2020 Final EIR ("2020 FEIR") (all together, the "EIR"), all technical studies prepared thereto, written and oral testimony given at meetings and hearings, and the submission of testimony from the public, organizations and regulatory agencies, the following environmental impacts associated with the Irwindale Materials Recovery Facility and Transfer Station Project ("MRF/TS" or "Project") are: (1) less than significant and do not require mitigation; or (2) potentially significant but will be avoided or reduced to a level of insignificance through the identified Mitigation Measures; or (3) significant and cannot be fully mitigated to a level of less than significant but will be substantially lessened to the extent feasible by the identified Mitigation Measures.

SECTION 2: FINDINGS REGARDING LESS THAN SIGNIFICANT IMPACTS NOT REQUIRING MITIGATION.

Consistent with Public Resources Code section 21002.1 and section 15128 of the State California Environmental Quality Act (CEQA) Guidelines, the EIR focused its analysis on potentially significant impacts, and limited discussion of other impacts for which it can be seen with certainty there is no potential for significant adverse environmental impacts. State CEQA Guidelines section 15091 does not require specific findings to address environmental effects that an EIR identifies as "no impact" or a "less than significant" impact. Nevertheless, the City Council hereby finds that the Project would have either no impact or a less than significant impact to the following resource areas:

A. AESTHETICS

1. Scenic Vista

Threshold: Would the project have a substantial adverse effect on a scenic vista?

Finding: Less than significant impact. (2014 Recirculated Draft Environmental Impact Report ["2014 RDEIR"], pp. 3.2-32 and -33; see also 2016 Final Environmental Impact Report ["2016 FEIR"], pp. C&R-70 [Response 7-1], -223 [Response 14-4].)

Explanation: There is no scenic vista within the City (General Plan, 2008). However, the view of the San Gabriel Mountains may be considered a scenic vista. The line of sight [taken from the closest sensitive receptors – industrial/commercial workers along Arrow Highway/Live Oak Avenue and residents along Baldwin Park Boulevard at Viewpoint 3] would be changed to include a MRF/TS building and site, in addition to the existing views of a 4-lane street with center lane designated truck route, commercial buildings and parking, above-ground water district water tanks (approximately 40 feet in height), utility structures, the Santa Fee Dam, and the San Gabriel mountains. The visual change resulting from Project implementation will not eliminate a scenic view of the mountains from any direction; and therefore, the Proposed Project will not have a substantial adverse effect on a scenic vista. (2014 RDEIR, pp. 3.2-32 and -33; see also 2016 FEIR, pp. C&R-70 [Response 7-1], and C&R-223 [Response 14-4].)

2. Scenic Resources

Threshold: Would the project substantially damage scenic resources including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

Finding: Less than significant impact. (2014 RDEIR, p. 3.2-33.)

Explanation: Interstate 605 is located in the vicinity of the site but is not a State designated scenic highway (California Streets and Highways Code Section 260-284), and the site is not visible to motorists on the Interstate in any case. The site and surrounding area does not contain any known or identified scenic resources, such as trees, rock outcroppings, or historic buildings. As discussed above, there are existing streetscape trees along the perimeter of Live Oak Avenue (south edge of parcel) and the northwestern property line which screen views onto the site and would therefore be considered to provide aesthetic and visual screening benefit as development of the site occurs. These trees are not identified in any City plan or otherwise as an existing scenic resource. As detailed on Exhibit 2.8 Conceptual Landscape Plan (see Chapter 2.0 Project Description), existing streetscape landscaping will remain in place where noted. It is expected the implementation of the Proposed Project will require some of the trees to be removed to provide driveway access onto and from the site and to allow for related essential Project features. As designed, overall Project landscaping will exceed the City's minimum requirement of 10% of surface area and would cover approximately 99,623 SF (13%) of the site. Therefore, there are no reasonably foreseeable potential impacts to scenic resources from implementation of the Proposed Project. (2014 RDEIR, p. 3.2-33.)

3. Visual Character

Threshold: In non-urbanized areas, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings? In an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Finding: Less than significant impact. (2014 RDEIR, pp. 3.2-29 through 33.)

Explanation: The Proposed Project would result in development of an unimproved, vacant site. Implementation of the Proposed Project includes land development of a MRF/TS building complete with an operations office, administrative office/visitor center, maintenance facility, and a fueling facility/convenience store open to the public. The fueling facility/convenience store would be a separate structure located in the north-eastern portion of the site adjacent to Arrow Highway and includes a fueling island with pump canopy, convenience store, and parking for customers. In addition, site development includes a landscaped parking area for employees and visitors, on-site and perimeter landscaping, and a decorative concrete block wall.

The proposed development of the site is characterized as a redevelopment improvement to the current visual setting. The existing visual quality of the site is a disturbed, urban infill property. Current on-site conditions generally consist of street trees, sparse vegetation, and debris. The entire perimeter of the parcel is currently secured with chain-link fencing. The adjacent industrial and commercial buildings which surround the site to the south, west, and northwest are compatible with and consistent with buildings to be constructed on the project site. Existing land uses that surround the site include a mixture of commercial and industrial uses to the west, east, and south, recreation/open space to the north, and beyond the commercial/industrial uses that line Live Oak Avenue in the City of Baldwin Park to the south lie residential areas. To the northeast, the Santa Fe Dam and Recreation Area is buffered by its dam walls purposely designed as a flood control barrier. On the top of the Santa Fe Dam, is a bike trail that provides panoramic view of the San Gabriel Valley and San Gabriel Mountains.

The view of the site would be modified from that of a previously developed but currently vacant parcel to that of a built development, with parking area and landscaped areas. Generally, developing a previously developed but vacant site is not considered a degradation to a visual resource. However, some members of the public may prefer the aesthetic attributes of undeveloped land over developed land, When taking into consideration the entire viewshed of the San Gabriel Valley (as seen from the bike trail), and all of the uses surrounding the Proposed Project site, the Proposed Project would not degrade the dominant urbanized setting which currently consists of electrical transmission corridors, mining and mine reclamation operations, residential development, commercial/industrial land uses, water tanks, and open space (consisting of highly disturbed terrain and landscaping with non-native plant species.).

The exterior design of the facility buildings is required to be consistent with the City's Commercial and Industrial Design Guidelines. As designed, the building includes varying parapet heights, vertical tower elements, arcades, arched entry structures, and deeply recessed exterior fenestrations. The parapet walls vary in height ranging from 30-51 feet and allow for a maximum of 64 feet at the top of the pitched roof (tower elements). Proposed exterior materials include varying plaster colors consistent with the City's Commercial and Industrial Design Guidelines, wrought iron and decorative tile accents, accentuated building cornices, and plaster building ornaments to create a "village" of buildings that cohesively work together under a single architectural theme.

All Project buildings would be constructed from steel for primary and secondary framing elements. The exterior walls would be light gauge frame with plaster finish. A metal "cool" roof is proposed for the majority of the roofing areas in conjunction with the decorative roof tile accents on the tower elements; (a "cool" roof reflects and emits the sun's heat back to the sky instead of transferring it to the building below thereby reducing energy costs). The Loadout Area tunnel, associated ramps, and all operational areas would be poured concrete slab.

Landscaping would be designed and maintained to screen both the site perimeter and interior site, with particular focus on areas of the site that are visible to the public. Landscaping will include perimeter trees except at driveways and utility easements. The variety of trees to be planted on-site may include the following species: London Plan tree, Golden Raintree, Crepe Myrtle and Magnolias. A variety of shrubs including Lily of the Nile, Kangaroo Paw, Red Yucca, and Texas Ranger will be planted as accents throughout the site, and accent ground coverings include accent plantings of acacia, rosea ice plant, rosemary, and periwinkle.

During construction, activities such as excavation, trenching, and dirt/ debris removal off-site would be expected to occur on the Proposed Project site. From the street level, views of construction activities would be minimal due to fencing and other visual barriers. Due to its elevation, those utilizing the Santa Fe Dam bike trail would have uninterrupted views of construction activities. Construction activities are expected to last the duration of 18 months resulting in a short-term visual alteration. Those potential short-term impacts would not foreseeably degrade the visual character of the area based on the context of the entire viewshed. Impacts would be less than significant. (2014 RDEIR, pp. 3.2-29 through 33.)

4. Light and Glare

Threshold: Would the project create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?

Finding: Less than significant impact. (2014 RDEIR, pp. 3.2-33 and -34.)

Explanation: Implementation of the Proposed Project would alter the parcel's appearance from a vacant and disturbed site to a fully developed site resulting in the establishment of a new source of light at the site. As a standard condition of approval, all outdoor lighting at the site would be in accordance with the City's General Plan and zoning ordinance and the City's Commercial and Industrial Design Guidelines to avoid interference with, or nuisance to, adjacent properties. These City regulations require that outdoor lighting be directed downward and be shielded to minimize light spillage effects. Additionally, the conceptual design plans demonstrate that the building exterior would not utilize reflective materials or glare-inducing materials, and a condition of development will be imposed by the City to make this a requirement in the final design. Therefore, the Proposed Project would not create a new source of substantial light or glare that would significantly impact or affect day or nighttime views in the area. Impacts would be less than significant. (2014 RDEIR, pp. 3.2-33 and -34.)

B. AGRICULTURAL AND FORESTRY RESOURCES

1. Farmland

Threshold: Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California resources Agency, to non-agricultural use?

Finding: No impact. (2014 RDEIR, p. 3.1-1.)

Explanation: The Proposed Project area is located within a highly urbanized region of Los Angeles County, surrounded by industrial and commercial uses, aggregate mining, freeways and major arterial roadways, and a regional flood control and recreational project (Santa Fe Dam and Recreation Area). The site is not designated Prime Farmland, Farmland of Statewide Importance, or Unique Farmland. The existing zoning and proposed zoning does not include any agricultural zoning designation or land use. No Williamson Act contracts are associated with the Project site. Implementation of the Proposed Project would not result in changes that have the potential to induce conversion of agricultural lands in the vicinity of the Project to non-agricultural uses. Therefore, no impacts would occur to agricultural resources. (2014 RDEIR, p. 3.1-1.)

2. Agricultural Zoning

Threshold: Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?

Finding: No impact. (2014 RDEIR, p. 3.1-1.)

Explanation: The Proposed Project area is located within a highly urbanized region of Los Angeles County, surrounded by industrial and commercial uses, aggregate mining, freeways and major arterial roadways, and a regional flood control and recreational project (Santa Fe Dam and Recreation Area). The site is not designated Prime Farmland, Farmland of Statewide Importance, or Unique Farmland. The existing zoning and proposed zoning do not include any agricultural zoning designation or land use. No Williamson Act contracts are associated with the Project site. Implementation of the Proposed Project would not result in changes that have the potential to induce conversion of agricultural lands in the vicinity of the Project to non-agricultural uses. Therefore, no impacts would occur to agricultural resources. (2014 RDEIR, p. 3.1-1.)

3. Forestland Zoning

Threshold: Would the project conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned Timberland Production?

Finding: No impact. (2014 RDEIR, pp. 3.1-1 and -2.)

Explanation: The surrounding area is developed with various land uses, none of which are forested lands. Forestry operations do not occur within the Project vicinity, nor would the Project convert, alter or impact forested lands. The Proposed Project site has been vacant, surrounded by high density urban uses, and unused for more than 20 years. As such, no impacts would occur to forestry resources or zoning. (2014 RDEIR, pp. 3.1-1 and -2.)

4. Loss of Forest Land

Threshold: Would the project result in the loss of forest land or conversion of forest land to non-forest use?

Finding: No impact. (2014 RDEIR, pp. 3.1-1 and -2.)

Explanation: The surrounding area is developed with various land uses, none of which are forested lands. Forestry operations do not occur with the Project vicinity, nor would the Project convert, alter or impact forested lands. The Proposed Project site has been vacant, surrounded by high density urban uses, and unused for more than 20 years. As such, no impacts would occur to forestry resources or zoning. (2014 RDEIR, pp. 3.1-1 and -2.)

5. Conversion of Farmland or Forest Land

Threshold: Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?

Finding: No impact. (2014 RDEIR, pp. 3.1-1 and -2.)

Explanation: The surrounding area is developed with various land uses, none of which are forested lands. Forestry operations do not occur within the Project vicinity, nor would the Project convert, alter or impact forested lands. The Proposed Project site has been vacant, surrounded by high density urban uses, and unused for more than 20 years. As such, no impacts would occur to forestry resources or zoning. (2014 RDEIR, pp. 3.1-1 and -2.)

C. AIR QUALITY

1. Sensitive Receptors

Threshold: Would the project expose sensitive receptors to substantial pollutant concentrations of toxic air contaminants?

Finding: Less than significant impact. (2014 RDEIR, pp. 3.3-55 through -58; see also 2020 RDEIR, pp. 3-6 through -8, and pp. 6-1 through -15; see also 2020 FEIR, pp. 7-9 and -10 [Responses AZ-3 and -4], 7-40 [Response BP-30], 7-75 through -81 [Responses BP-89 and -90].)

Explanation: To determine whether the Project would expose sensitive receptors to substantial pollutant concentrations, project-related health risk and hazards were compared to the significance thresholds. A health risk assessment (HRA) was conducted in accordance with technical guidelines developed by the federal and California agencies (i.e., USEPA, CalEPA-OEHHA) and the SCAQMD.

The greatest potential impact from TACs would be diesel particulate emissions from trucks during operations. Additional air toxics may be emitted from service station operations. According to SCAQMD methodology, health effects from carcinogenic air toxics are usually described in terms of individual cancer risk. The SCAQMD has established the CEQA significance threshold for individuals exposed to TAC sources as the increased incremental cancer risk of 10 in one million or greater. The HRA analyzed the potential incremental cancer risks to residents in the project vicinity of the Proposed Project, using emission rates from CARB's EMFAC2011 model. Emissions were input into the USEPA approved dispersion model AERMOD to calculate ambient air concentrations at receptors in the project vicinity.

Conservative health risk methodologies were used in the risk assessment in order to estimate maximum potential health risks. These methodologies overestimate both non-carcinogenic and carcinogenic health risk, possibly by an order of magnitude or more. Therefore, for carcinogenic risks, the actual probabilities of cancer formation in the populations of concern due to exposure to carcinogenic pollutants are likely to be lower than the risks derived using the risk assessment methodology. In accordance with

Office of Environmental Health Hazard Assessment (OEHHA) guidelines, the HRA was accomplished by applying the highest estimated concentrations of TAC at the receptors analyzed to the established cancer potency factors and acceptable reference concentrations for non-cancer health effects. The HRA was conducted by combining the emission inventory, facility prioritization, air dispersion modeling, and risk assessment analysis based on the CARB Hotspot Analysis and Reporting Program (HARP).

Construction Emissions

During construction activities, the maximum incremental cancer risks from all trucks using the MRF/TS and the service station would be 0.2 (residential adult receptor), 2.3 (residential child receptor), and less than 0.1 (school children receptor) cancers per million, which are less than the SCAQMD significance threshold of 10 in one million. Thus, construction impacts would be less than significant. (2014 RDEIR, pp. 3.3-56 and -57; 2017 Addendum No. 1, p. 21.)

Operational Emissions

The maximum Project-related incremental cancer risks from operations would be 8.6 (residential adult receptor), 4.2 (residential child receptor), 2.8 (offsite works), and 0.6 (school children receptor) cancers per million, which are below the SCAQMD significance threshold of 10 in one million. Further, exposure to non-carcinogenic substances would be significant if the hazard index exceeds 1.0. The maximum chronic hazard index for the Project is less than 0.01 and thus less than significant. The maximum acute hazard index is also less than 0.01 and thus also less than significant. Therefore, operational impacts would be less than significant. (2014 RDEIR, p. 3.3-57.)

Despite the fact that operational impacts would be less than significant, and no mitigation is required, Project **Mitigation Measures AQ-1** through **AQ-18** (incorporated below), would also further reduce the already less than significant health risks associated with the Project. With the incorporation of these measures, maximum mitigated incremental cancer risks from operations would be 7.4 (residential adult receptor), 3.6 (residential child receptor), 2.5 (offsite worker), and 0.5 (school children receptor) cancers per million. (2014 RDEIR, pp. 3.3-57 and -58.)

Public Gas Station Fuel Dispensing Operations

Regarding the potential for health impacts, the convenience store gas station would only serve pass-by small vehicle traffic and possibly some of the smaller self-haul vehicles and MRF/TS employee vehicles. For purposes of air quality assessment and related Health Risk Assessment (HRA), the public gas station was assumed to dispense 0.34 million gallons of diesel per year based on 2011 average throughput for diesel fuel dispensing stations in California.

Given the size of the proposed convenience store gas station, and understanding that the convenience store gas station does not include fueling for the larger collection trucks and transfer trucks associated with the MRF/TS operations (and likely only a small percentage of the self-haul vehicles), the average throughput of the reporting California Retail Diesel Fuel Stations (0.34 million gallons of diesel fuel per year) is confirmed to be a reasonable estimate of fuel throughput (2014 RDEIR, p. 3.3-57). For that reason, it is concluded that the diesel fuel assumptions used in the Health Risk Assessment are reasonable, and the overall air emissions health risk assessment impacts of the Proposed Project, including the dispensing of diesel fuel at the convenience store public gas station are less-than-significant, as determined in Threshold AQ-5 in the 2014 RDEIR (beginning on page 3.3-55). No mitigation measures are required.

There will be no CNG fuel provided at the convenience store public gas station, and for that reason, there are no potential impacts of CNG fueling at the convenience store gas station. No mitigation measures are required.

The convenience store public gas station is not intended to service any Athens' diesel-fueled waste trucks. The convenience store gas station would serve primarily gasoline-fueled pass-by traffic and smaller vehicles (cars, SUVs, pickup trucks and motorcycles), and would not serve larger diesel-fueled or CNG-fueled waste collection and transfer trucks. The volume of diesel actually pumped at the station (whether it is greater or less than 0.34 million gallons per year) would not affect the outcome of the HRA in any significant way since it is the actual combustion of diesel fuel that generates diesel particulate matter and is the primary driver of potential health impacts from diesel vehicles, not the storage of diesel fuel or fueling of diesel vehicles.

The HRA does account for the health impacts of gasoline fueling activities, which CARB notes within its Air Quality and Land Use Handbook: A Community Health Perspective as a specific emission source of concern. The health impacts of gasoline fueling activities were determined based on the California Air Pollution Control Officers Association's Air Toxics "Hot Spots" Program Gasoline Service Station Industry-wide Risk Assessment Guidelines and SCAQMD's Emission Inventory and Risk Assessment Guidelines for Gasoline Dispensing Stations, each of which does not include diesel fueling activities since diesel fuel has a lower volatility level than gasoline. Within the HRA, diesel combustion contributes the largest portion of the health impacts, with gasoline-fueling activities contributing less than five percent of the potential health impacts. For these reasons, it is concluded that the gasoline fuel assumptions used in the Health Risk Assessment are reasonable, and the potential impacts of dispensing gasoline fuel at the convenience store gas station are less-than-significant. No mitigation measures are required. (2020 RDEIR, pp. 3-6 through -8.)

Ozone Precursor Health Impacts

In the case of the Irwindale MRF/TS, operational emissions exceed the

SCAQMD's recommended daily significance thresholds for NOx and ROG. However, this does not determine the concentration of ozone that will be occur at or near the Project Site or within the region on a particular day or month of the year, or the specific health impacts that may occur as a result of that concentration. Wind speed and direction, and the presence or absence of sunlight, and other complex chemical factors all combine to determine the ultimate concentrations and locations of ozone. This is especially true for a project like the Irwindale MRF/TS, where most of the criteria pollutant emissions derive not from a single "point source," but from mobile sources driving to, from and around the Project Site.

The air quality analysis for the Irwindale MRF/TS includes a site-specific localized impact analysis and a toxic air contaminant (TAC) health risk assessment, both of which found less than significant impacts. These were focused on the impacts locally on receptors adjacent to the Project site. Models such a USEPA's AERMOD have been used for years to estimate local concentrations for air permitting and environmental planning. However, even these dispersion models are not suited for the chemical transformation related to the formation of ozone due to emissions of NOx and ROG and the interaction with sunlight. Ozone concentrations are dependent upon a variety of complex factors, including the presence of sunlight and precursor pollutants, natural topography, atmospheric stability, atmospheric chemistry and wind patterns. Because of the dynamic nature of ozone formation and the complexities of predicting ground-level ozone concentrations in relation to ambient standards, air districts instead develop mass emissions thresholds for ROG and NOx that are used to make significance determinations. Air districts also recommend mitigation measures for projects that exceed the significance thresholds.

On a regional scale, it is not be possible to accurately model the impact on NAAQS attainment that emissions from the MRF/TS may have. The currently available tools are equipped to model the impact of all emission sources in the air basin on attainment, not to evaluate an individual project. Both the SCAQMD and SJVAPCD have expressed serious concerns that the regional modeling applied to individual projects such as the MRF/TS project, will not generate meaningful results.

In summary, modeling of the Irwindale MRF/TS Proposed Project's ozone emissions is not feasible and would not provide meaningful information given the magnitude of the emissions in the air basin and the number of variables that affect ozone formation (e.g., mass of precursor emissions, background concentrations for all other emission sources in the air basin, location of activity and weather on that day that results in conversion of precursor emissions into ozone).

Consistent with the California Supreme Court's Friant Ranch decision, the analyses presented here provide additional details regarding the potential health effects from the proposed Irwindale MRF/TS's significant and unavoidable criteria pollutant emissions of NOx and ROG. It also explains why it is not scientifically feasible to substantively connect this individual Proposed Project's air quality impacts to likely

health consequences. The criteria air pollutant emissions of NOx and ROG for the project are too small to model and obtain meaningful regional concentrations of criteria air pollutants and ozone, which makes it infeasible to more precisely correlate these future unknown minor concentration changes to resulting health effects. (2020 RDEIR, pp. 6-1 through -15; see also 2020 FEIR, pp. 7-9 and -10 [Responses AZ-3 and -4], 7-75 through -81 [Responses BP-89 and -90].)

D. BIOLOGICAL RESOURCES

1. Sensitive Species

Threshold: Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?

Finding: No impact. (2014 RDEIR, p. 3.4-1 through -13; see also 2016 FEIR, pp. C&R-70 [Response 7-3], -122 [Response 11-37], -289 [Response 22-3].)

Explanation: The project site is a brownfield site that was previously occupied by heavy industrial use for decades. Despite the fact that the Project site was previously fully developed and is located in a dense urban area, a general biological survey of the entire Project site was conducted. In addition, a habitat assessment/burrow survey for burrowing owl was also conducted. No special status plant and animal species were identified on the Proposed Project site during the biological survey, and none are expected to occur based on the lack of potentially suitable habitat. No CNDDB records of burrowing owl are located near the Proposed Project site (CDFG 2009d), and no burrowing owls were observed during the biological survey. In addition, no potentially suitable burrows or active sign (i.e., molted feathers, cast pellets, prey remains, eggshell fragments, and/or excrement) were identified on the Proposed Project site during the habitat assessment/burrow survey. Burrowing owls have a low potential to occur onsite based on the level of disturbance and lack of potentially suitable habitat. Thus, no impact to sensitive species would occur. (2014 RDEIR, p. 3.4-1 through -13; see also 2016 FEIR, pp. C&R-70 [Response 7-3], -122 [Response 11-37], -289 [Response 22-3].)

2. Riparian and Sensitive Habitat

Threshold: Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?

Finding: Less than significant impact. (2014 RDEIR, p. 3.4-14; see also 2016 FEIR, pp. C&R-70 [Response 7-3], -122 [Response 11-37], -289 [Response 22-3].)

Explanation: The Proposed Project would result in permanent, direct impacts to the vegetation on the entire site through permanent loss of these resources by conversion of the land to industrial/business. Impacts to urban development land, disturbed habitat, and non-native vegetation would not be significant because these habitats do not support special status species on-site, and regionally, are not considered to have high conservation value requiring mitigation. Although the non-native grassland on-site does provide some biological value, the habitat is not considered to be a sensitive habitat type and does not provide a critical linkage to other areas of native habitat; therefore, impacts to non-native grassland would not be significant. (2014 RDEIR, p. 3.4-14; see also 2016 FEIR, pp. C&R-70 [Response 7-3], -122 [Response 11-37], -289 [Response 22-3].)

3. Wetlands

Threshold: Would the project have a substantial adverse effect on state or federally protected wetlands, including, but not limited to, marsh, vernal pool, coastal, etc., through direct removal, filling, hydrological interruption, or other means?

Finding: Less than significant impact. (2014 RDEIR, p. 3.4-14.)

Explanation: The Proposed Project would not result in impacts to jurisdictional wetlands or waterways because none were identified on the project site during the biological survey. (2014 RDEIR, p. 3.4-14.)

4. Migration and Nursery Sites

Threshold: Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursey sites?

Finding: Less than significant impact. (2014 RDEIR, p. 3.4-15.)

Explanation: Due to the isolation of the Proposed Project site, level of previous disturbance, and lack of adjacent natural habitats, development of the property would not create artificial wildlife corridors or substantially interfere with connectivity to off-site habitat, or substantially limit access to potential foraging/breeding habitat or water sources necessary for the successful reproduction of resident wildlife species.

5. Adopted Habitat Conservation Plans

Threshold: Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

Finding: No impact. (2014 RDEIR, p. 3.4-17.)

Explanation: biological impacts within the City of Irwindale have not been analyzed under the General Plan or a related, adopted planning document. In addition, the biological survey review included examination of: 1) geological substrates and soil types mapped on the site (Morton and Miller 2003 and USDA 1969, respectively); 2) National Wetland Inventory (NWI) maps of the region (USFWS 1985); 3) federally designated critical habitat for the region (USFWS 2009b); 4) California Department of Fish and Game (CDFG) California Natural Diversity Database (CNDDB) and U.S. Fish and Wildlife Service (USFWS) special status species records for the vicinity (CDFG 2009d and USFWS, respectively); and 5) the biological constraints analysis report prepared by BonTerra Consulting for a portion of the site, dated June 9, 2009. In addition, there is no applicable HCP or NCCP or other local regional or state habitat conservation plan; and therefore, no known impact would be expected to occur. (2014 RDEIR, p. 3.4-17.)

E. ENERGY

1. Wasteful, Inefficient, or Unnecessary Consumption

Threshold: Would implementation of the project result in a significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Finding: Less than significant. (2014 RDEIR, p. 4.0-9; 2020 RDEIR, p. 5-9 through -13; see also 2020 FEIR, pp. 7-16 [Response AZ-13], and 7-73 [Response BP-85].)

Explanation: The Proposed Project would adhere to all federal, State, and local requirements for energy efficiency, including Title 24, California's Energy Efficiency Standards for Residential and Non-residential Buildings. In addition, the Project Applicant will design and construct the MRF/TS facility and site based on the LEED Silver rating system. The Proposed Project would not result in the inefficient, wasteful, or unnecessary consumption of building energy.

In regards to transportation energy consumption specifically, transportation energy use impacts would be associated with passenger vehicle trips and solid waste hauling trips. implementation of the Proposed Project is anticipated to result in a reduction of waste hauling truck trip miles. After accounting for the various locations of local markets, the distance between those markets and existing MRF/TS, landfill and

composting facilities, and the Port of Long Beach (recycling), existing commercial waste collection truck trips and self-haul truck trips are anticipated to be reduced by approximately 1,205,646 miles annually, and existing commercial transfer truck trips are anticipated to be reduced by approximately 526,708 miles annually. These reductions are from the existing condition, not from a hypothetical baseline.

Because CEQA is concerned with the change from existing condition caused by a proposed project, a reduction in vehicle miles traveled (and therefore a reduction in energy consumption) resulting from this Project indicates that transportation energy use associated with waste hauling trips would not result in the wasteful or inefficient consumption of energy. However, even if all waste collection trips were new trips (and they are not), the energy expended on waste collection trips, together with the new employee and convenience store / public gas station trips, would still not result in wasteful or inefficient energy consumption.

The Proposed Project proposes a maximum throughput of 6,000 tons per day. At maximum throughput, the daily truck round trips would include 1,137 packer truck trips, 66 end dump truck trips, 445 rolloff truck trips, and 559 transfer truck trips. The Proposed Project also includes 345 employee round trips, 249 self-haul round trips, and 741 convenience store/service station round trips. The average one-way travel distances for the Proposed Project are estimated to be 9.1 miles for the collection/roll-off trucks and 8.4 miles for self-haul trucks. Standard fuel consumption estimates and estimates of the project-related trips and mileage were used to determine haul truck, self-haul, employee, and convenience store/public gas station activities.

The analysis determined that transportation would annually require approximately five million gallons of diesel fuel equivalent (or 565,000 gallons of diesel fuel, 444,000 gallons of gasoline, and 566 million cubic feet of CNG), based on approximately 38,900,000 vehicle miles traveled. This equates to a fuel efficiency of approximately 7.7 miles per gallon for diesel trucks, 22.5 miles per gallon for gasoline vehicles, and approximately 6.1 miles per gallon of diesel fuel equivalent for CNG trucks, which is reasonably consistent with the CEC estimates for the average fuel economy for the fleet-wide mix of vehicles operating in the South Coast Air Basin region.

Because the Proposed Project would develop a new MRF/TS facility within an extremely urbanized area close to existing waste markets, and because the fuel efficiency of the Project's associated passenger and commercial waste hauling vehicles would be similar to average fuel economy in the region, it can reasonably be concluded that the Project would not result in the wasteful or inefficient consumption of transportation-related energy resources. Impacts of transportation energy use would be less than significant. (2014 RDEIR, p. 4.0-9; 2020 RDEIR, p. 5-9 through -13; 2020 FEIR, p. 7-73 [Response BP-85].)

2. Energy Production

Threshold: Would the Project require the construction of new or expanded energy production facilities or infrastructure, the construction of which could cause significant environmental impacts?

Finding: Less than significant. (2020 RDEIR, p. 5-14.)

Explanation: The Proposed Project would have a less-than significant impact on fuel consumption. Even under the most conservative analysis (assuming all trips are new trips), fuel use would only increase in the range of one-hundredth of one percent for natural gas and petroleum fuels. The analysis indicated that the Proposed Project would not require construction of new or expanded energy production facilities or infrastructure. No significant or potential significant transportation energy impacts (or other energy impacts) are anticipated with implementation of the Proposed Project. Therefore, no mitigation measures relative to this resource topic are proposed or required. (2020 RDEIR, p. 5-14.)

3. Renewable Energy and Energy Efficiency Plans

Threshold: Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Finding: Less than significant. (2014 RDEIR, p. 4.0-9.)

Explanation: The Proposed Project would adhere to all federal, State, and local requirements for energy efficiency, including Title 24, California's Energy Efficiency Standards for Residential and Non-residential Buildings. In addition, the Project Applicant will design and construct the MRF/TS facility and site based on the LEED Silver rating system. The Proposed Project would not result in the inefficient, wasteful, or unnecessary consumption of building energy. (2014 RDEIR, p. 4.0-9.)

F. GEOLOGY AND SOILS

1. Expansive Soils

Threshold: Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

Finding: Less than significant impact. (2014 RDEIR, p. 3.7-18.)

Explanation: As confirmed by field observations and research, the soil at the site is composed of sand, gravel, and rock associated with older alluvium. These soils

do not generally have expansive qualities. It is not reasonably foreseeable that the Project will result in substantial risk to life or property related to expansive soils. Therefore, expansive soil related impacts are less than significant. (2014 RDEIR, p. 3.7-18.)

2. Septic Tanks

Threshold: Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

Finding: Less than significant impact. (2014 RDEIR, p. 3.7-18.)

Explanation: The Proposed Project will dispose of all of their municipal wastewater to the public sewer system and will not utilize septic tanks. Additionally, the grading of the site and the bioretention system planned for the Proposed Project will ensure that stormwater from the site will not cause significant impacts. It is not reasonably foreseeable that the Project will result in significant impacts related to soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are unavailable for the disposal of wastewater. Therefore, soil issues related to septic and water disposal systems will not cause a significant impact. (2014 RDEIR, p. 3.7-18.)

G. GREENHOUSE GAS EMISSIONS

1. Generation of GHGs

Threshold: Would the project generate greenhouse gas emissions ("GHGs"), either directly or indirectly, that may have a significant impact on the environment?

Finding: Less than significant impact. (2020 RDEIR, pp. 4-1 through -24; see also 2020 FEIR, pp. 7-29 [Response BP-13], -32 [Response BP-16].)

Explanation: The City applied a net-zero emissions threshold to determine whether greenhouse gas emissions emitted during construction and operation of the Project would be potentially significant. The Proposed Project is a waste materials sorting and transfer facility designed to process municipal solid waste, sort and recover as much recyclable and reusable material as possible, and then transport processed materials to the Port of Long Beach, an organic composting facility, or a landfill. Virtually all of the waste materials transported to the Proposed Project from waste generating sources (i.e. "markets") will also be transported from the Proposed Project to other existing facilities (i.e., recycling, composting, and landfill facilities). (2020 RDEIR, p. 4-1.)

To assess the significance of the Project's GHG emissions relative to the chosen net zero threshold, both quantitative and qualitive information is provided to support the significance determination presented herein. This approach is consistent with State CEQA Guidelines, section 15064.4(a), which grants lead agencies "discretion to determine, in the context of a particular project, whether to: (1) Quantify greenhouse gas emissions resulting from a project; and/or (2) Rely on a qualitative analysis or performance based standards." (2020 RDEIR, p. 4-10.) To quantitatively determine the amount of vehicle miles reduced from the existing condition, and thus the quantity of greenhouse gas emissions reduced from the existing condition, a quantitative regional efficiencies analysis was completed. The regional efficiencies analysis identifies existing nearby waste generating markets, the distances from those markets to existing MRF/TS facilities, and the distances between existing MRF/TS facilities and the landfill, composting, and port facilities that currently accept sorted and processed materials. These distances were then compared against the distances that would be traveled after opening of the Proposed Project, using a weighted average reduction approach. (2020 RDEIR, p. 4-11.)

2020 RDEIR Table 4-7 presents all GHG emissions associated with the Proposed Project, including those emissions previously modeled in the 2014 RDEIR (area/energy, convenience store/public gas station mobile emissions, onsite equipment, and employee trips), refined in the 2017 Addendum No. 1 to the 2016 FEIR (construction) and reassessed as described above (waste collection truck trips, self-haul truck trips, and transfer truck trips). As shown in 2020 RDEIR Table 4-7, the GHG emissions from the Proposed Project would provide a net benefit when compared against the existing condition, and GHG emissions would be below the significance threshold of 0 MTCO2e/year. Thus, impacts would be less than significant and no mitigation is required. (2020 RDEIR, pp. 4.-23 and -24.)

2. Conflicts with Applicable Plans, Policies, and Regulations

Threshold: Would operation of the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Finding: Less than significant impact. (2020 RDEIR, pp. 4-1 through -24; 2014 RDEIR, pp. 3.3-68 and -69; see also 2017 Addendum No. 1, p. 21.)

Explanation: To assess greenhouse gas emissions impacts, the City applied a net-zero threshold, and determined that the GHG emissions from the Proposed Project would provide a net benefit when compared against the existing condition, and GHG emissions would be below the significance threshold of 0 MTCO2e/year. A zero threshold is lower than all GHG emissions significance thresholds either adopted or recommended by other urban-area air districts in California. To meet a zero threshold, all of a project's emissions greater than the baseline must be eliminated or offset, and

the status quo of the existing environmental baseline retained. (2020 RDEIR, p. 4-7.) Application of a net-zero threshold ensures that emissions from the proposed Project would not interfere with the State's plans, policies, or regulations by ensuring that no change in the environmental baseline associated with greenhouse gas emissions will occur.

Further, CARB is continuing to develop strategies to reduce statewide GHG emissions, including heavy-duty vehicle emission reductions, as directed by AB 32. The Proposed Project will be required to comply with all new State laws and regulations, including as they may be implemented by SCAQMD. A number of design features and regional efficiencies are part of the Proposed Project. the Proposed Project would therefore not be expected to conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHG. Impacts would be less than significant, and no mitigation is required.

H. HAZARDS AND HAZARDOUS MATERIALS

1. Hazardous Materials Sites

Threshold: Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code § 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Finding: No impact. (2014 RDEIR, p. 3.8-29.)

Explanation: The Proposed Project site is not listed as a site containing hazardous materials as defined in Government Code, Section 65962.5. Therefore, no adverse effect would occur as a result. (2014 RDEIR, p. 3.8-29.)

2. Airports

Threshold: For a project located within an airport land use plan or land use plan area or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

Finding: No impact. (2014 RDEIR, p. 3.8-29.)

Explanation: The project is not located within the vicinity of any airports. No impact would occur. (2014 RDEIR, p. 3.8-29.)

3. Emergency Plans

Threshold: Would the Project impair implementation of or physically interfere with an adopted emergency response plan or an emergency evacuation plan?

Finding: Less than significant impact. (2014 RDEIR, p. 3.8-30.)

Explanation: The City of Irwindale has established Arrow Highway and Live Oak Avenue as Major Emergency Evacuation Routes. The Proposed Project is located along both of these routes with Arrow Highway along the northern boundary of the site and Live Oak Avenue along the south border. Generally, operational traffic to and from the site would be distributed throughout the 24-hour operation of the facility and not result in queuing of trucks into access points along Arrow Highway and Live Oak Avenue. Therefore, queuing of trucks into Arrow Highway and Live Oak Avenue lanes should not occur on a regular basis. During an emergency, all trucks would be rerouted so they would not interfere with these evacuation routes. Furthermore, the Proposed Project will not construct any physical structures or provide other obstructions which would interfere with these two routes. In addition, PDF HAZ-2 includes a site-specific Emergency Action Plan and Emergency Response Training Plan within the On-Site Management Plans. Therefore, potential impacts associated with impairing evacuation along these roadways would be less than significant. (2014 RDEIR, p. 3.8-30.)

4. Wildland Fires

Threshold: Would the project expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

Finding: Less than significant impact. (2014 RDEIR, p. 3.8-30.)

Explanation: The Proposed Project is located entirely in a heavily urbanized area within the City of Irwindale. No wild lands are adjacent to the site. To the north of the Project site is the Santa Fe Dam and Recreational Area, which may have seasonal dry grassland; however based on the high structure of the Dam walls, the masonry walls would act as a barrier in the event of a fire inside the Project Site. Therefore, the Proposed Project would not expose people or property to wildland fire hazards. (2014 RDEIR, p. 3.8-30.)

I. HYDROLOGY AND WATER QUALITY

1. Water Quality Standards

Threshold: Would the project violate any water quality standards or waste discharge requirement?

Finding: Less than significant impact. (2014 RDEIR, pp. 3.13-7 through -13.)

Explanation: Water pollutants of concern during construction of the Proposed Project include metals, soil additives, construction chemicals, and miscellaneous wastes. Site preparation activities including grading would remove the existing minimal on-site vegetation and other ground cover at the site. Removal of vegetation would have a minimal effect on the potential velocity and volume of stormwater flows from the Proposed Project site and given the high permeability and level surface is not likely to produce stormwater runoff with sediment and nutrient loading.

Pollutant discharge from the Proposed Project site must be prevented using BMPs. All construction projects that clear and grade more than one-acre of land must obtain coverage under the NPDES General Permit (administered by the Los Angeles RWQCB under SWRCB Water Quality Order 99-08-DWQ) prior to development.

The NPDES General Permit requires preparation of a site-specific Storm Water Pollution Prevention Plan (SWPPP). BMPs would be developed to prevent on-site pollutants from coming into contact with receiving waters, to minimize on-site erosion, and to prevent off-site siltation and other construction pollutants from reaching local waterways. The SWPPP also outlines stormwater sampling and BMP inspection requirements. Preparation of the SWPPP and Erosion and Sediment Control Plan with BMPs is required prior to any site grading, or initiation of construction. Compliance with the project specific NPDES Permit requirements (e.g., Storm Water Pollution Prevention Plans (SWPPP) and Erosion and Sediment Control Plan with BMPs) would prevent significant water quality impacts to off-site water bodies during construction, and it is concluded that the Proposed Project is not likely to result in significant water quality impacts during construction with adherence to these regulatory requirements.

The on-going record of tests by a State-certified laboratory provides evidence that the BMPs selected for the site are controlling pollutants in stormwater discharges. Standard tests required in the Industrial Storm Water Permit regulations normally address pH, total suspended solids, conductivity, and oil and grease levels. Additional tests performed for the site could include chemical oxygen demand and bio-chemical oxygen demand. Implementation of the project specific NPDES Permit requirements (e.g., Storm Water Pollution Prevention Plans (SWPPP) and Erosion and Sediment Control Plan with BMPs) are intended by design to prevent water quality degradation and reduce potential impacts to water quality during construction and operational activities; and therefore, are deemed to reduce potential impacts to a level that is less than significant. (2014 RDEIR, pp. 3.13-7 through -13.)

2. Groundwater Supplies

Threshold: Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Finding: Less than significant impact. (2014 RDEIR, pp. 3.13-13 and -14.)

Explanation: Explanation: The Proposed Project would not interfere substantially with local groundwater recharge, or produce a net deficit in aquifer volume, or lowering of local groundwater table in the vicinity of the Proposed Project. The project would be conditioned by the City to be certifiable at the Silver level utilizing U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED) green building rating systems. The LEED rating system requires water efficiency in the design of a project through water use reduction, efficient landscaping, and innovative wastewater treatment technologies. The implementation of these design parameters would minimize the use of water at the site (**PDF WQ-1**).

PDF WQ-1

The Applicant shall comply with the project-specific National Pollutant Discharge Elimination System (NPDES) Permit requirements (such as the Storm Water Pollution Prevention Plans (SWPPPs) and Best Management Practices (BMPs) including: limiting construction access routes and stabilizing access points; staking/marking construction limits; protection of cut and fill surfaces from sheet, rill and gully erosion; stabilizing temporarily denuded areas with seeding, mulching, jute netting, hay bales and silt fences or other methods; designating specific areas for the stockpiling, handling, preparation and disposal of construction materials; quickly establishing groundcover and landscaping of areas designated to remain pervious; and/or waste material and litter control to prevent existing drainages).

Therefore, as designed, the Proposed Project would not adversely impact groundwater supplies or interfere substantially with groundwater recharge; therefore, potential impacts associated with groundwater supplies or groundwater recharge would be less than significant. (2014 RDEIR, pp. 3.13-13 and -14.)

3. Existing Drainage Patterns, Runoff, and Flood Flows

Threshold: Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site; substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site; create or contribute runoff water which would exceed

the capacity of the existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or impede or redirect flood flows?

Finding: Less than significant impact. (2014 RDEIR, pp. 3.13-14 and -15.)

Explanation: There are no local streams or rivers adjacent to or running through the Proposed Project site. Therefore, no adverse impacts to existing streams or rivers will occur with implementation of the Proposed Project. The Proposed Project is relatively flat; therefore, terrain modification for the construction of various buildings, the truck loading dock, and other on-site structures would be minimal. After the Proposed Project is constructed, most of the surface of the site would be paved, contain structures, or be landscaped. Erosion or siltation after construction would be minimal with conditions of level terrain, non-erodible surfaces, and high porosity and permeability of surrounding ground. The risk of erosion or siltation from the site during construction and operation would be minimal and less than significant.

Construction of the Proposed Project would increase the amount of impervious surface. Approximately 55% of the site would be covered with concrete or asphalt (e.g., parking, circulation, and hardscaped areas) and about 32% of the surface would be covered with buildings. The remaining 13% would be landscaped. The impervious structures would increase stormwater drainage to be directed to the bioremediation/ underground storage or the porous asphalt areas discussed previously. The perimeter of the site will be covered with vegetation landscaping and a wall, thus, preventing off-site runoff from entering the facility. The site will be graded so that no stormwater flow can leave the site without first passing through the bioremediation swale system. A bioretention system/storage system along the eastern side of the facility will collect stormwater runoff from the northeastern, southeastern, and convenience store areas. Bioretention systems have proven effective in removing pollutants associated with suspended solids, hydrocarbons, metals, nutrients, and bacteria from stormwater runoff. They also are effective in reducing the peak runoff rates. As designed, the Proposed Project would not adversely impact the existing drainage pattern of the site or area, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site.

Finally, the perimeter of the site will be covered with vegetation landscaping and a wall; thus, preventing off-site runoff from entering the facility. The site will be graded so that no stormwater flow can leave the site without first passing through the bioremediation swale system. As described above, the NPDES Industrial Stormwater Permit and associated BMPs – including the bioremediation/underground storage system – would minimize source of polluted runoff to less than significant. (2014 RDEIR, pp. 3.13-14 and -15.)

4. Inundation

Threshold: In flood hazard, tsunami, or seiche zones, would the project risk release of pollutants due to project inundation?

Finding: Less than significant impact. (2014 RDEIR, pp. 3.13-16 and -17.)

Explanation: FEMA has designated the Proposed Project area as a Zone X, defined by FEMA as an "Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood." Therefore, the potential flooding risk at the site is very low and would not be significant.

Further, the only major water bodies near the Proposed Project site are the USACE constructed Santa Fe Dam to the northeast and the San Gabriel River to the north and west of the site. The only time a significant amount of water is within the dam is during diversion of heavy flows from the San Gabriel River. During the late spring, summer, and early fall, the water within the dam is low. During the low water levels, the area at the bottom of the dam is used as a regional recreational area. Beyond the Santa Fe Dam, the San Gabriel River flows through a concrete-lined walled channel. These USACE projects abate the 100-year storm threat of the river. Consequently, the risk of loss, injury, or death involving flooding or failure of these flood control structures will be less than significant.

Finally, the Proposed Project is located approximately 35 to 40 miles from the Pacific Ocean, on relatively flat topography and away from steep terrain. The nearest potential large body of water is the Santa Fe Flood Control Basin controlled by the USACE and various aggregate mining groundwater basins. The Santa Fe Flood Control Basin is used for flood control of the San Gabriel River and groundwater recharge. The potential of seiches within these basins are considered insignificant. Furthermore, a number of recharge locations (e.g., Santa Fe Flood Control Basin, San Fe Spreading Ground, and Buena Vista Spreading Ground) are located near the Proposed Project site and used to maintain groundwater levels. Therefore, the risk of landslides, tsunamis and seiches, and subsidence would be less than significant.

5. Water Quality Control Plan

Threshold: Would the project conflict with or obstruct implementation of water quality control plan or sustainable groundwater management plan?

Finding: Less than significant impact. (2014 RDEIR, pp. 3.11-14 and -15.)

Explanation: The site is an urban infill site that is located within the existing service area of the regional Sanitation Districts. The San Jose Creek Water Reclamation Plant (WRP) and the Joint Water Pollution Control Plant are both subject to permits

issued by the Regional Water Quality Control Board. The San Jose Creek WRP is subject to National Pollution Discharge Elimination System (NPDES) Permit No. CA0053911, which regulates the discharge of treated sewage from the plant to the San Gabriel River and San Jose Creek, while the Joint Pollution Control Plant is subject to NPDES Permit No. CA0053813, which regulates the discharge of treated sewage from the plant to the Pacific Ocean.

The permits that regulate the San Jose Creek WRP and the Joint Water Pollution Control Plant set limitations on the amount of pollutants that the plants can discharge into receiving waters. An increase in the amount of sewage treated at these plants could result in the plants not being able to meet pollutant standards outlined in their respective permits. Sewage generated by development in the City of Irwindale is treated at the San Jose Creek WRP with any excess sewage and all bio solids treated at the Joint Water Pollution Control Plant. As discussed above, the San Jose Creek WRP currently has over 20 mgd of treatment capacity while the Joint Water Pollution Control Plant currently has over 120 mgd of treatment capacity. Therefore, sewage generated by the Proposed Project will not result in the plant exceeding sewage treatment capacities. By its nature, the MRF/TS does not provide wastewater services (toilets/sewer system) to the general public, but rather its own employees and patrons of the gas station.

Further, stormwater runoff collection points are located along the northwestern and northeastern perimeter of the site. These collection points are located along areas with the highest possibility of discharges of pollutants (e.g., trucks entering the facility, weight station, long-haul trucks departure area, and entrances into the tipping floor and green waste areas). In addition, a drain near the fueling island as well as grading of the convenience store area would direct flow toward the bioretention system to the west of this area.

Treatment requirements for industrial wastewater [and stormwater as a source of a wastewater treatment plant exceeding standards] from the site are typical for identical types of facilities operated throughout the region (and State), and are subject to review and approval of the Regional Water Quality Control Board and the Sanitation Districts of Los Angeles County and would not exceed the wastewater treatment requirements of either regulatory agency. Further, no hazardous waste is expected to leave the site (refer to Chapter 3.8 Hazards and Hazardous Waste). Therefore, the impact of the Proposed Project on sewage treatment requirements is less than significant. (2014 RDEIR, pp. 3.11-14 and -15.)

In addition, the Proposed Project would not interfere substantially with local groundwater recharge, or produce a net deficit in aquifer volume, or lowering of local groundwater table in the vicinity of the Proposed Project. The project would be conditioned by the City to be certifiable at the Silver level utilizing U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED) green building rating systems. The LEED rating system requires water efficiency in the design

of a project through water use reduction, efficient landscaping, and innovative wastewater treatment technologies. The implementation of these design parameters would minimize the use of water at the site (PDF WQ-1). As designed, the Proposed Project would not adversely impact groundwater supplies or interfere substantially with groundwater recharge; therefore, potential impacts associated with groundwater supplies or groundwater recharge would be less than significant. (2014 RDEIR, pp. 3.13-13 and -14.)

J. LAND USE

1. Divide a Community

Threshold: Would the project physically divide an established community?

Finding: Less than significant impact. (2014 RDEIR, pp. 3.9-15 and -16.)

Explanation: Access to all land uses within the greater area near the Project site would be maintained throughout construction and operational activities. The Proposed Project would not result in any permanent road closures; and therefore, the Proposed Project would not divide an established community.

The vacant site is located within an area of varied land uses supporting a mix of heavy industrial, light industrial, residential, recreational and commercial uses. According to the Phase I ESA and the cultural resources investigation, the site was undeveloped land as early as 1928-29. By 1936, the Project site was developed as a portion of a larger industrial facility (United Concrete Pipe Corporation) that occupied the site until 1990. The Property has remained vacant since 1991. Roadways adjacent to the site include Arrow Highway and Live Oak Avenue which are classified as "Major Arterials" and "Major Designated Truck Routes" in the City's General Plan. The main function of a Major Arterial is to provide regional, sub-regional, and intra-City travel service. Through traffic on these roadways comprises the bulk of traffic volumes on major arterial roadways. Major arterials typically have four to six travel lanes. (General Plan Update, 2008).

The Proposed Project would result in the construction and operation of a materials recovery facility and transfer station, including convenience store and fueling station, within the City of Irwindale. Operations at the MRF/TS would consist of materials recovery sorting, consolidating, compacting received materials, and then re-loading all recyclable, compostable, and solid waste material into transfer trucks for transport to additional processing and/or disposal facilities. As a primary function, the MRF/TS would reduce the amount of regionally-produced solid waste that would otherwise be land filled by recovering materials that can be recycled or reused.

Based upon all of the above, it is not reasonably foreseeable that the Proposed Project will physically divide an established community. Therefore, land use impacts related to dividing a community would be less than significant. (2014 RDEIR, pp. 3.9-15 and -16.)

2. Conflict with Plans

Threshold: Would the project cause a significant environmental impact due to a conflict with any land use plan, policy or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

Finding: Less than significant impact. (2014 RDEIR, pp. 3.9-17 through 3.9-21.)

Explanation: The Project is consistent with all applicable City of Irwindale General Plan policies and programs adopted for the purpose of mitigating an environmental effect. See 2014 RDEIR, Table 3.9-3, Irwindale General Plan Consistency Analysis. In addition, the Project was found consistent with the City of Baldwin Park plans, policies and regulations, SCAG plans, and Los Angeles County plans. Therefore, land use conflict related impacts are less than significant. (2014 RDEIR, pp. 3.9-17 through 3.9-21.)

K. MINERAL RESOURCES

1. Known and Locally Important Resources

Threshold: Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

Threshold: Would the project result in the loss of availability of a locally-important mineral resource recovery site, delineated on a local general plan, specific plan, or other land use plan?

Finding: No impact. (2014 RDEIR, p. 3.1-2.)

Explanation: The project site is not within a mineral resource recovery site delineated on a general plan, specific plan or other land use plan. Although, there may be materials under the proposed project site that may be a mineral resource of value to the region or residents of the state, they are not currently available and would not be foreseeably available in the future. Therefore, implementation of the Project would not reduce access to any mineral resource more than the existing condition. (2014 RDEIR, p. 3.1-2.)

L. NOISE

1. Groundborne Vibration and Noise

Threshold: Would the project generate excessive groundborne vibration or groundborne noise levels?

Finding: Less than significant. (2014 RDEIR, p. 3.10-29.)

Explanation: Depending on the construction or operational equipment used, ground-borne vibrations can be perceptible within 30 to 100 feet of a source. Structural damage from pile driving typically does not occur in buildings more than 50 feet from the location of the activity (Caltrans, 2004). Pile driving would not be required for construction of the facility. In addition, neighboring buildings are more than 100 feet away. Therefore, it is not reasonably foreseeable that the Project would result in ground-borne vibrations or noise levels. Therefore, ground-borne vibrations and ground-borne noise impacts would be less than significant impact. (2014 RDEIR, p. 3.10-29.)

2. Public Airports

Threshold: For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or a public use airport, would the project expose people residing or working in the project area to excessive noise levels?

Finding: No impact. (2014 RDEIR, p. 3.10-35.)

Explanation: The Proposed Project site is not located in an airport land use plan or within two miles of a public airport and therefore would not expose people working in the Proposed Project area to excess noise levels. The Proposed Project is also not located in the vicinity of a private airstrip and therefore would not expose people working in the Proposed Project areas to excessive noise levels. No impact would occur. (2014 RDEIR, p. 3.10-35.)

M. POPULATION AND HOUSING

1. Population Growth

Threshold: Would the project induce substantial unplanned population growth in an area, either directly or indirectly?

Finding: No impact. (2014 RDEIR, p. 3.9-21.)

Explanation: There is no residential component to the Proposed Project. The creation of 411 new jobs within the City's (and region's) employment base would not be expected to result in adverse effects on population growth. With unemployment of about 10.1 percent in Los Angeles County (August 2013), there is a substantial labor force available locally and regionally, and it is anticipated that these employees would live in the City and/or neighboring communities, thereby not inducing workers to relocate from outside of the area and causing direct or indirect population growth. The MRF/TS would not remove any barriers to growth and would not create any dwelling units nor would residential growth be induced by implementation of the Proposed Project. Therefore, the population growth related impacts are less than significant. (2014 RDEIR, p. 3.9-21.)

2. Displace Housing and People

Threshold: Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

Finding: No impact. (2014 RDEIR, p. 3.9-22.)

Explanation: Proposed construction [and operation] would not be expected to permanently displace people nor any existing, developing, or approved urban/industrial buildings or activities. The Proposed Project site has been historically developed for urban/industrial uses and is currently vacant and uninhabited.

Based upon the above, it is not reasonably foreseeable that the Proposed Project will displace any housing or populations. Therefore, the housing and population related impacts are less than significant. (2014 RDEIR, p. 3.9-22.)

N. PUBLIC SERVICES

1. Fire Protection

Threshold: Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for fire protection?

Finding: Less than significant impact. (2014 RDEIR, p. 3.11-12.)

Explanation: Construction and operation of the Proposed Project would occur on a vacant urban infill site that is located within the existing service area of the County of Los Angeles Consolidated Fire District which serves the City of Irwindale. No fire

facilities would be directly affected by Project implementation. No increased need for fire services would be required to maintain acceptable services ratios.

The Proposed Project includes multiple project driveways to facilitate emergency access, a fire access road around the entire perimeter of the main building, and the required fire district turning radii have been incorporated into the site design. The parking of the transfer trucks along the southeast side of the main building, next to bin storage of the site has also been designed to facilitate fire department access to the site. Project plans have been initially reviewed by fire district staff and will be reviewed again prior to issuance of the building permit. The Fire Department review concluded no significant risk of fire based on site plans.

The Proposed Project includes several fire control features within the On-Site Management Plans including a Fire Prevention Control and Mitigation Plan and an Emergency Response and Training Plan which are intended to minimize the potential risk of fire and to establish formal procedures for responding to an emergency. Due to the nature, location and design of the Project, implementation of the Proposed Project is not anticipated to have an adverse effect on fire services, service levels, or facilities. (2014 RDEIR, p. 3.11-12.)

2. Police Protection

Threshold: Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for police protection?

Finding: Less than significant impact. (2014 RDEIR, pp. 3.11-11 and -12.)

Explanation: Construction and operation of the Proposed Project would occur on a vacant urban infill site that is located within the existing service area of the Irwindale Police Department. Due to the location and nature of the Proposed Project, no direct adverse physical impacts to existing Police facilities or levels of service is anticipated to occur. (2014 RDEIR, pp. 3.11-11 and -12.)

3. Education

Threshold: Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for schools?

Finding: No impact. (2014 RDEIR, p. 3.11-13.)

Explanation: The Proposed Project would not have a direct physical impact on any school facilities. Project implementation does not include a residential component and therefore would not result in a direct population increase or direct or indirect effect on school facilities or services. Traffic from the Proposed Project is routed away from this intersection to minimize effects on residences south of the Live Oak Avenue industrial corridor in the City of Baldwin Park, and the Margaret Heath elementary school located approximately 1,370 feet south of Live Oak Avenue on the east side of Baldwin Park Boulevard. Therefore, no adverse impacts to schools are anticipated to occur with implementation of the Proposed Project.

4. Parks

Threshold: Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for parks?

Finding: No impact. (2014 RDEIR, p. 3.9-22.)

Explanation: There is no residential or recreational component to the Proposed Project. The creation of new jobs within the City's (and region's) employment base would not be expected to result in adverse effects on either the provision of existing recreational services or existing recreational facilities. The Proposed Project is not expected to result in a population growth in the City or area and therefore, the Proposed Project does not have the potential to increase population in a manner that could substantially increase the use of, nor cause substantial physical deterioration of existing neighborhood and regional parks or recreational facilities. With no potential to increase population, there will be no increase to use of recreational facilities and, therefore, no significant impact. (2014 RDEIR, p. 3.9-22.)

5. Other Public Facilities

Threshold: Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any other public facilities?

Finding: Less than significant impact. (2014 RDEIR, pp. 3.11-13 and -14.)

Explanation: Implementation of the Proposed Project would require the re-establishment of water and wastewater utility services to the site. The Proposed Project is an infill project and water lines and wastewater collection lines have already been extended in proximity to the site to surrounding land uses. A Sanitation District trunk sewer line currently exists within the Live Oak Avenue right-of-way.

Potable water supplies would be required for the site for the Administrative and Visitor Facility, Education Center, Employee Facility, Convenience Store as well as for daily site management, odor control and other related operational activities and landscaping. Wastewater to be directed to the regional sanitary sewer system will include sanitary wastes, wash water, and treated stormwater flows from the site. Solid waste discharges from the tipping floor and sorting area are enclosed within the Materials Recovery Facility. Because this building is enclosed, rainwater runoff to stormwater discharge points would be eliminated. Tipping floor and green waste areas would be periodically power scrubbed. Liquid waste from the power scrubbing of the tipping and greenwaste floors, truck loading areas, and truck wash areas are to be discharged to the municipal sewer system under a permit from the Sanitation Districts of Los Angeles County. This increase in water and wastewater flow would be adequately handled by existing service providers through existing facilities. As an urban infill project on a previously developed site, no significant adverse effects on water or wastewater facilities or services would occur with Project implementation.

Implementation of the Proposed Project would require the re-establishment of electrical and natural gas utility lines to the site. The Proposed Project is an infill project and electrical and natural gas distribution lines have already been extended in proximity to the site to support surrounding land uses. The site is crossed by a City of Los Angeles Department of Water and Power (LADWP) electricity transmission easement and Southern California Edison (SCE) Company holds an underground utility easement along the entire length of the project site frontage on Arrow Highway. Site design reflects avoidance of the transmission line corridor, to be developed with limited parking spaces and perimeter landscaping. No permanent facilities would be located on the easement and no adverse impacts are anticipated.

Implementation of the Proposed Project will require the connection of electrical and natural gas lines to the site and will result in a small, long-term increase in the use of these energy resources. The increase associated with Project operation would not be a considered a significant impact on the local and regional energy supply systems.

Thus, impacts associated with any other public facilities or services would be less than significant. (2014 RDEIR, pp. 3.11-13 and -14.)

O. RECREATION

1. Existing Facilities

Threshold: Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Finding: No impact. (2014 RDEIR, p. 3.9-22.)

Explanation: There is no residential or recreational component to the Proposed Project. The creation of new jobs within the City's (and region's) employment base would not be expected to result in adverse effects on either the provision of existing recreational services or existing recreational facilities. The Proposed Project is not expected to result in a population growth in the City or area and therefore, the Proposed Project does not have the potential to increase population in a manner that could substantially increase the use of, nor cause substantial physical deterioration of existing neighborhood and regional parks or recreational facilities. With no potential to increase population, there will be no increase to use of recreational facilities and, therefore, no significant impact. (2014 RDEIR, p. 3.9-22.)

2. New Recreational Facilities

Threshold: Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

Finding: No impact. (2014 RDEIR, p. 3.9-22.)

Explanation: There is no residential or recreational component to the Proposed Project. The creation of new jobs within the City's (and region's) employment base would not be expected to result in adverse effects on either the provision of existing recreational services or existing recreational facilities. The Proposed Project is not expected to result in a population growth in the City or area and therefore, the Proposed Project does not have the potential to increase population in a manner that could substantially increase the use of, nor cause substantial physical deterioration of existing neighborhood and regional parks or recreational facilities. With no potential to increase population, there will be no increase to use of recreational facilities and, therefore, no significant impact. (2014 RDEIR, p. 3.9-22.)

P. TRANSPORTATION AND CIRCULATION

1. Conflicts with Plans

Threshold: Would the project conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

Finding: Less than significant. (2014 RDEIR, pp. 3.12-66 through -68.)

Explanation: The City has no plans, ordinances or policies that establish measures of effectiveness for the performance of the circulation system, including related to mass transit and non-motorized travel, such as a pedestrian or bicycle circulation plan, which are applicable to the Proposed Project. The only bike path within the City of Irwindale is located on the river bed near the project site, and along the top of Santa Fe Dam east of the site. Based on the existing uses near the project site, and the project's trip generation characteristics, pedestrian activity is anticipated to be nominal. However, the Project is consistent with City policies regarding to safe and efficient circulation, given that the Project's onsite and offsite improvements provide for safe and efficient access conditions, and accommodate the travel activities associated with the Proposed Project. Further, the project will pay its fair share of improvements to eliminate the significant impacts relating to Level of Service. Given this, implementation of the Project would not conflict with adopted policies, plans, or programs that would result in a decrease of the performance or safety of public transit, bicycle, or pedestrian facilities. Impacts are considered less than significant and no mitigation measures are required. (2014 RDEIR, pp. 3.12-66 through -68.)

2. Design Feature Hazards

Threshold: Would the project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Finding: No impact. (2014 RDEIR, p. 3.12-93; see also 2017 Addendum No. 1, pp. 21-29; see also 2020 FEIR, p. 7-57 [Response BP-56].)

Explanation: The recommended project on-site and off-site roadway improvements provide for safe and efficient access conditions and accommodate the travel activities associated with the Proposed Project within capacities and Level of Service policies as discussed above. Any development on city streets is subject to review by the Public Works Department and City Engineer to meet all applicable street standards.

Based upon the above, it is not reasonably foreseeable that implementation of the Proposed Project would involve any potentially dangerous traffic or transportation hazards or propose any incompatible uses that could affect existing traffic or circulation in the Project area. No mitigation is required. (2014 RDEIR, p. 3.12-93; see also 2017 Addendum No. 1, pp. 21-29; see also 2020 FEIR, p. 7-57 [Response BP-56].)

3. Emergency Access

Threshold: Would the Project result in inadequate emergency access?

Finding: Less than significant impact. (2014 RDEIR, p. 3.12-93.)

Explanation: Emergency site access to the Proposed Project is available the fire department access driveway (refer to Site Plan). This driveway is designed to provide adequate emergency access to the site for use by emergency vehicles only. The location of this driveway is along Live Oak Avenue, at the southwestern corner of the site. The design of the site access for emergency vehicles complies with the California Fire Code as adopted and implemented in the City and construction will be required to meet Fire Code standards. As such, there are no reasonably foreseeable impacts from inadequate emergency access. No mitigation is required. (2014 RDEIR, p. 3.12-93.)

Q. UTILITIES AND SERVICE SYSTEMS

1. Relocation or Expanded Services

Threshold: Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

Finding: Less than significant impact. (2014 RDEIR, pp. 3.11-13 and -14.)

Explanation: Implementation of the Proposed Project would require the re-establishment of water and wastewater utility services to the site. The Proposed Project is an infill project and water lines and wastewater collection lines have already been extended in proximity to the site to surrounding land uses. A Sanitation District trunk sewer line currently exists within the Live Oak Avenue right-of-way. Potable water supplies would be required for the site for the Administrative and Visitor Facility, Education Center, Employee Facility, Convenience Store as well as for daily site management, odor control and other related operational activities and landscaping. Wastewater to be directed to the regional sanitary sewer system will include sanitary wastes, wash water, and treated stormwater flows from the site. Solid waste discharges from the tipping floor and sorting area are enclosed within the Materials Recovery Facility. Because this building is enclosed, rainwater runoff to stormwater discharge points would be eliminated. Tipping floor and green waste areas would be periodically power scrubbed. Liquid waste from the power scrubbing of the tipping and greenwaste floors, truck loading areas, and truck wash areas are to be discharged to the municipal sewer system under a permit from the Sanitation Districts of Los Angeles County. This increase in water and wastewater flow would be adequately handled by existing service providers through existing facilities. As an urban infill project on a previously developed site, no significant adverse effects on water or wastewater facilities or services would occur with Project implementation.

Implementation of the Proposed Project would require the re-establishment of electrical and natural gas utility lines to the site. The Proposed Project is an infill project and electrical and natural gas distribution lines have already been extended in proximity to the site to support surrounding land uses. The site is crossed by a City of Los Angeles Department of Water and Power (LADWP) electricity transmission easement along the south side totaling approximately 2.84 acres of the total site area. In addition, Southern California Edison (SCE) Company holds a 23-foot-wide underground utility easement totaling approximately 0.5 acres along the entire length of the project site frontage on Arrow Highway. Site design reflects avoidance of the transmission line corridor, to be developed with limited parking spaces and perimeter landscaping. In addition, all buildings have been set back a minimum of 50 feet from the overhead lines in accord with public utility regulations. No permanent facilities would be located on the easement and no adverse impacts are anticipated.

Implementation of the Proposed Project will require the connection of electrical and natural gas lines to the site and will result in a small, long-term increase in the use of these energy resources. The increase associated with Project operation would not be a considered a significant impact on the local and regional energy supply systems. (2014 RDEIR, pp. 3.11-13 and -14.)

2. Water Supplies

Threshold: Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?

Finding: Less than significant impact. (2014 RDEIR, pp. 3.11-16 and -17.)

Explanation: The site is an infill development project within the Valley County Water District service area. Potable water supply demands associated with the Proposed Project (less than 22 acre-feet per year) would be met by the Valley County Water District from existing entitlements and available resources. No new or expanded entitlements would be required to meet the demands of the Project. The VCWD's 2010 UWMP identified an adequate supply of potable water to meet future demands (through 2035) within its water supply service area under normal, single year dry, and multi-year dry weather conditions. Because of a surplus of supply over demand under all scenarios, the VCWD would not have any problems providing water to the Proposed Project during normal, single dry year, and multi-dry year weather conditions. No new or expanded entitlements would be required to meet the demands of the Proposed Project and this impact is considered less than significant. (2014 RDEIR, pp. 3.11-16 and -17.)

3. Wastewater Capacity

Threshold: Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Finding: Less than significant impact. (2014 RDEIR, p. 3.11-17.)

Explanation: The site is an infill development project within the Sanitation District No. 22 service area. Wastewater associated with implementation of the Proposed Project can be adequately accommodated through existing treatment facilities maintained by the Sanitation Districts of Los Angeles County. Implementation of the Proposed Project would result in an incremental increase in local wastewater flows and would not result in a significant adverse effect on water treatment facilities. (2014 RDEIR, p. 3.11-17.)

4. Solid Waste Standards

Threshold: Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Finding: Less than significant impact. (RDEIR, p. 3.11-17.)

Explanation: The Project itself will not generate significant amounts of solid waste. Solid waste that would be processed at the site would be diverted from the existing local and regional waste streams for sorting and recovery of usable materials to reducing the total volume of waste required to be disposed of in a landfill. This would be a beneficial effect of the Project on solid waste. Residual waste that cannot be recycled or otherwise recovered, including waste generated on-site during construction and operation, would be transported to one of several contracted landfills. No significant impact would occur. (RDEIR, p. 3.11-17.)

5. Solid Waste Statutes and Regulations

Threshold: Would the project comply with federal, State and local statutes and regulations related to solid waste?

Finding: Less than significant impact. (2014 RDEIR, p. 3.11-18.)

Explanation: The Proposed Project is a solid waste processing and recycling project and has been designed to implement and comply with all applicable regulations pertaining to regional solid waste management. No adverse impacts on solid waste

would occur with Project implementation. Project implementation will have a beneficial effect on local and regional solid waste management by diverting recyclable materials from the waste stream and reducing the total amount of remaining material required to be landfilled. (2014. RDEIR, p. 3.11-18.)

R. WILDFIRE

1. Emergency Response and Evacuation

Threshold: If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project substantially impair an adopted emergency response plan or emergency evacuation plan?

Finding: No impact.

Explanation: The Project site is not within or adjacent to a fire hazard zone as classified by the California Department of Forestry. (See "Los Angeles Open Data [https://data.lacounty.gov/dataset/Fire-Hazard-Severity-Zones/jwg2-9k5y; last accessed 12/17/2020]; and Map of CALFIRE's Fire Hazard Severity Zones in Local Responsibility Areas [https://osfm.fire.ca.gov/media/5823/irwindale.pdf; last accessed 12/17/2020].) No impact would occur.

2. Wildfire Exacerbation

Threshold: If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of wildfire, due to slope, prevailing winds, and other factors?

Finding: No impact.

Explanation: The Project site is not within or adjacent to a fire hazard zone as classified by the California Department of Forestry. (See "Los Angeles Open Data [https://data.lacounty.gov/dataset/Fire-Hazard-Severity-Zones/jwg2-9k5y; last accessed 12/17/2020]; and Map of CALFIRE's Fire Hazard Severity Zones in Local Responsibility Areas [https://osfm.fire.ca.gov/media/5823/irwindale.pdf; last accessed 12/17/2020].) No impact would occur.

3. Associated Infrastructure

Threshold: If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project require the installation or maintenance of associated infrastructure, such as roads, fuel breaks, emergency water

sources, power lines, or other utilities, that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

Finding: No impact.

Explanation: The Project site is not within or adjacent to a fire hazard zone as classified by the California Department of Forestry. (See "Los Angeles Open Data [https://data.lacounty.gov/dataset/Fire-Hazard-Severity-Zones/jwg2-9k5y; last accessed 12/17/2020]; and Map of CALFIRE's Fire Hazard Severity Zones in Local Responsibility Areas [https://osfm.fire.ca.gov/media/5823/irwindale.pdf; last accessed 12/17/2020].) No impact would occur.

4. Exposure to Risks

Threshold: If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

Finding: No impact.

Explanation: The Project site is not within or adjacent to a fire hazard zone as classified by the California Department of Forestry. (See "Los Angeles Open Data [https://data.lacounty.gov/dataset/Fire-Hazard-Severity-Zones/jwg2-9k5y; last accessed 12/17/2020]; and Map of CALFIRE's Fire Hazard Severity Zones in Local Responsibility Areas [https://osfm.fire.ca.gov/media/5823/irwindale.pdf; last accessed 12/17/2020].) No impact would occur.

S. TRUCK FUELING

1. Off-Site Truck Fueling

Threshold: Would off-site fueling associated with project trips or truck fleets result in potentially significant impacts?

Finding: Less than significant impact. (2020 RDEIR, pp. 3-1 through -5.)

Explanation: The Irwindale MRF/TS is a waste sorting and processing facility and would not generate new waste materials. Instead, the new MRF/TS would competitively contract to process some of the municipal solid waste being processed at other MRF/TS facilities or diverted to landfills. Therefore, all the waste hauling and transfer truck trips would be redirected trips of waste collection vehicles that would be collecting solid wastes near the City of Irwindale with or without the Irwindale MRF/TS. Refueling of those vehicles is occurring at present as a baseline condition,

although travel routes and refueling locations may be slightly different than they would be with the proposed Project.

Off-site CNG fueling emissions impacts are minimal. These would be pass-by trips (or fill-ups at hauling-truck yards) for CNG-fueled self-haul trucks using the MRF/TS. Any fueling emissions would occur at permitted CNG fueling stations. Athens CNG-fueled trucks would continue to refuel at the existing Athens truck yard on Vincent Avenue in Irwindale, as they do at present.

CNG-fueled trucks may also occasionally fuel off-site opportunistically as needed and at the nearest possible facility if they are low on fuel in the course of hauling trips throughout the day. When a haul truck dumps its load at Mid Valley Landfill in Rialto, San Timoteo Landfill in Redlands, or American Organics Composting in Victorville, the truck can get fuel if needed in Ontario or Azusa while in route returning to Irwindale. All Athens truck fueling operations will occur at private facilities and public fueling stations and truck stops where they are fueling now with or without the Proposed Project. These facilities are designed to accommodate large vehicles such as waste collection trucks and transfer trucks. As a part of their development each of these fueling facilities is subject to environmental review, and air emissions, safety, and type of fueling dispensers associated with their operations are accounted for in their respective operational permits. Fueling operations are already accounted for in the regional emissions inventory and fueling will occur at regulated facilities operating in compliance with pertinent rules and regulations. Therefore, the potential impacts of collection and transfer truck fueling are determined to be less-than-significant, and no mitigation measures are required. (2020 RDEIR, pp. 3-1 through -5.)

2. On-Site Fueling

Threshold: Would the proposed Project's fueling at the convenience store public gas station result in creating traffic and safety hazards due to a design feature (internal traffic circulation pattern) or incompatible uses (waste haulers and transfer trucks circulating through the convenience store parking lot and public gas station fuel islands with smaller cars, pickup trucks, vans and motorcycles)?

Finding: No impact. (2020 RDEIR, pp. 3-6 through -8.)

Explanation: The Proposed Project includes a small convenience store gas station (similar to Circle K or AM/PM stores) that is not sized to serve collection trucks or transfer trucks that would bring waste materials into the MF/TS and remove processed materials from the proposed MRF/TS. The convenience store public gas station will only dispense gasoline and diesel fuel and is not designed to serve diesel fueled tractor-trailer sized vehicles. The station will also not dispense any CNG fuel used by the collection trucks and transfer trucks. Collection trucks and transfer trucks

will enter the site at the main entry from Arrow Highway and will make a right turn (north) to the scale house before proceeding west into the MRF/TS. Upon exiting east from the main driveway back onto Arrow Highway, these trucks will pass the convenience store and its public gas station in the southeast corner of the property. Fuel tanker trucks (gasoline and diesel) that will supply the fuel to be dispensed at the convenience store gas station will enter the parking lot from the main convenience store driveway on the east side from Arrow Highway, stop at the refill portals to connect and deliver gasoline and diesel fuel, and then proceed northwest to the driveway and turn right (east) on the MRF/TS main driveway to exit back to Arrow Highway.

Some self-haul vehicles using the MRF/TS (including small dump trucks, pick-up trucks, SUVs and automobiles), could empty their trucks, and turn right upon exiting the MRF/TS into the convenience store to access the store, and/or the public gas station. It is not known where self-haul vehicles would typically fuel, but it is reasonable to expect that sometimes (not often) they would be low on fuel and opportunistically use the fuel islands at the convenience store gas station to refuel. Some MRF/TS employees could also opportunistically drive their passenger vehicles (cars, SUVs, pick-up trucks and motorcycles) to the convenience store gas station on their way to and from the employee parking areas.

Because the collection trucks and transfer trucks will not be able to use the convenience store gas station, there will be no conflict between these larger trucks and public use of the convenience store gas station. These factors eliminate potential safety impacts from conflicts with collections trucks and transfer trucks and public use of the convenience store public gas station, and safety concerns are determined to be no impact. No mitigation measures are required. (2020 RDEIR, pp. 3-6 through -8.)

Regarding the potential for health impacts, the convenience store gas station would only serve pass-by small vehicle traffic and possibly some of the smaller self-haul vehicles and MRF/TS employee vehicles. For purposes of air quality assessment and related Health Risk Assessment (HRA), the public gas station was assumed to dispense 0.34 million gallons of diesel per year based on 2011 average throughput for diesel fuel dispensing stations in California.

Given the size of the proposed convenience store gas station, and understanding that the convenience store gas station does not include fueling for the larger collection trucks and transfer trucks associated with the MRF/TS operations (and likely only a small percentage of the self-haul vehicles), the average throughput of the reporting California Retail Diesel Fuel Stations (0.34 million gallons of diesel fuel per year) is confirmed to be a reasonable estimate of fuel throughput (2014 RDEIR, p. 3.3-57). For that reason, it is concluded that the diesel fuel assumptions used in the Health Risk Assessment are reasonable, and the overall air emissions health risk assessment impacts of the Proposed Project, including the dispensing of diesel fuel at the convenience store

public gas station are less-than-significant, as determined in Threshold AQ-5 in the 2014 RDEIR (beginning on page 3.3-55). No mitigation measures are required.

There will be no CNG fuel provided at the convenience store public gas station, and for that reason, there are no potential impacts of CNG fueling at the convenience store gas station. No mitigation measures are required.

The convenience store public gas station is not intended to service any Athens' diesel-fueled waste trucks. The convenience store gas station would serve primarily gasoline-fueled pass-by traffic and smaller vehicles (cars, SUVs, pickup trucks and motorcycles), and would not serve larger diesel-fueled or CNG-fueled waste collection and transfer trucks. The volume of diesel actually pumped at the station (whether it is greater or less than 0.34 million gallons per year) would not affect the outcome of the HRA in any significant way since it is the actual combustion of diesel fuel that generates diesel particulate matter and is the primary driver of potential health impacts from diesel vehicles, not the storage of diesel fuel or fueling of diesel vehicles.

The HRA does account for the health impacts of gasoline fueling activities, which CARB notes within its Air Quality and Land Use Handbook: A Community Health Perspective as a specific emission source of concern. The health impacts of gasoline fueling activities were determined based on the California Air Pollution Control Officers Association's Air Toxics "Hot Spots" Program Gasoline Service Station Industry-wide Risk Assessment Guidelines and SCAQMD's Emission Inventory and Risk Assessment Guidelines for Gasoline Dispensing Stations, each of which does not include diesel fueling activities since diesel fuel has a lower volatility level than gasoline. Within the HRA, diesel combustion contributes the largest portion of the health impacts, with gasoline-fueling activities contributing less than five percent of the potential health impacts. For these reasons, it is concluded that the gasoline fuel assumptions used in the Health Risk Assessment are reasonable, and the potential impacts of dispensing gasoline fuel at the convenience store gas station are less-than-significant. No mitigation measures are required. (2020 RDEIR, pp. 3-6 through -8.)

SECTION 3: FINDINGS REGARDING ENVIRONMENTAL IMPACTS MITIGATED TO A LEVEL OF LESS THAN SIGNIFICANT.

The City Council hereby finds that feasible Mitigation Measures have been identified in the EIR and this Resolution that will avoid or substantially lessen the following potentially significant environmental impacts to a less than significant level. The potentially significant impacts, and the Mitigation Measures that will reduce them to a less than significant level, are as follows:

A. AIR QUALITY

1. Project Construction

Threshold: Would construction of the project conflict with or obstruct implementation of applicable air quality plan or violate any air quality standards or contribute substantially to an existing or projected air quality violation of the SCAQMD?

Finding: Less than significant with mitigation. (2014 RDEIR, pp. 3.3-26 through -34; see also 2017 Addendum No. 1, pp. 19-20.)

Explanation: Construction-related emissions are expected to be short-term, but may still cause adverse effects on air quality. Construction activities include site preparation, earthmoving, and general construction. Site preparation includes land clearing and grubbing. Earthmoving activities include cut-and-fill operations, soil compaction, and grading. General construction includes adding improvements such as roadway surfaces, structures, and facilities. Construction activities would include equipment such as loaders, excavators, pavers, and haul trucks. As the project site is clear of structures, minimal demolition would be required. Secondly, the project site is level and thus, minimal site preparation and grading would be required. Site preparation would consist of land clearing and grubbing, haul truck trips would likely be required to export the materials from the project site. Nonetheless, air emissions attributable to construction activities are potentially significant, including vehicle emissions, construction equipment, and building coatings. (2014 RDEIR, pp. 3.3-26 through -34.)

Unmitigated construction emissions are anticipated to exceed SCAQMD thresholds for ROG and NOx, while emissions of CO, PM10, PM2.5, and SO2 are not anticipated to exceed thresholds. (2017 Addendum No. 1, p. 19 [Table 2.2].) To reduce construction emissions to a level of less than significant and reduce ROG and NOx emissions to below the relevant thresholds of significance, **Mitigation Measures MM AQ-1** through **MM AQ-11** have been identified:

MM AQ-1

In order to offset potential impacts that could occur without compliance with Rules 402 and 403, the City shall ensure the Proposed Project adheres to the provisions of SCAQMD Rules 402 and 403 regarding construction- related fugitive dust control by implementing a dust control program pursuant to the provisions of SCAQMD Rules 402 and 403. The Applicant shall ensure that contractors implement a fugitive dust control program pursuant to the provisions of SCAQMD Rules 402 and 403. This program shall include, but not limited to the following:

- Prior to issuance of any grading permit, the City Engineer and Senior Building Inspector shall confirm that the grading plan and building

plans stipulate that, in compliance with SCAQMD Rule 403, fugitive dust shall be controlled by the applicable best available control measures listed in Table 1 of Rule 403.

- Water or a stabilizing agent shall be applied at least three times daily, preferably in the mid- morning, afternoon, and after work is done for the day, to exposed surfaces including graded and disturbed areas in sufficient quantity to prevent generation of dust plumes.

- Track-out shall not extend 25 feet or more from an active operation and track-out shall be removed at the conclusion of each workday. The contractor shall use a gravel apron, 25 feet long by road width, or a pipe-grid track-out control device to reduce mud/dirt track-out from active operations and unpaved truck exit routes.

- A wheel washing system shall be installed and used to remove bulk material from tires and vehicle undercarriages before vehicles exit the project site.

- All trucks hauling dirt, sand, soil, or other loose materials are to be tarped with a fabric cover and maintain a freeboard height of 12 inches.

- Traffic speeds on unpaved roads shall be limited to 15 miles per hour.

- Operations on unpaved surfaces shall be suspended when winds exceed 25 miles per hour.

- On-site stock piles shall be covered or watered at least twice per day.

- The Applicant shall use street sweepers (using reclaimed water if available) that comply with SCAQMD Rules 1186 and 1186.1.

MM AQ-2

The Applicant shall ensure that construction equipment is properly tuned and maintained in accordance with manufacturer's specifications to ensure minimum emissions under normal operations.

MM AQ-3

Electricity from power poles rather than temporary diesel or gasoline-powered generators shall be used, where available.

MM AQ-4

Heavy-duty diesel trucks shall be properly tuned and maintained to manufacturers' specifications to ensure minimum emissions under normal operations.

MM AQ-5

Heavy equipment operations shall be discontinued during first and second stage smog alerts.

MM AQ-6

The use of 2010 model or newer construction equipment shall be required, where feasible.

MM AQ-7

Older (prior to 2010 model year) construction equipment shall be retrofitted with appropriate emission control devices (Tier 2 or better) prior to onsite use.

MM AQ-8

Prior to commencement of operations, the Applicant shall develop a plan demonstrating that the off-road equipment (more than 50 horsepower) to be used in the construction project (i.e., owned, leased, and subcontractor vehicles) would achieve a project wide fleet-average 20 percent NOx reduction and 85 percent PM reduction compared to the most recent CARB fleet average (i.e., Tier 2 equipment or better). Acceptable options for reducing emissions include the use of late model engines, low emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, add-on devices such as particulate filters, and/or other options as such are available.

MM AQ-9

All construction vehicles, both on- and off-site, and construction equipment idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations). The construction contractor shall post visible signage within construction equipment operator components notifying equipment operators of the prohibiting against idling in excess of five minutes. The construction contractor shall provide awareness training to equipment operators regarding idling limits.

MM AQ-10

Contractors shall use varying-pressure-low-volume paint applicators or other application techniques with equivalent or higher transfer efficiency.

MM AQ-11

Use super compliant VOC (and ROG) coatings for all architectural applications. (Rule 1113 of the SCAQMD established a schedule of VOC limits for architectural coatings. However, many manufacturers have reformulated their coatings to levels well below these limits. These are referred to as "Super-Compliant" and contain less than 10 grams of VOC per liter.)

With implementation of the above measures, construction emissions of ROG and NOx would be reduced to below the relevant SCAQMD thresholds of significance, and no further construction-related emissions impact would remain. With the incorporation of mitigation, construction air quality emissions impacts would be less than significant. (2017 Addendum No. 1, p. 20 [Table 2.3].)

2. Odors

Threshold: Would the project result in other emissions, such as those leading to odors, adversely affecting a substantial number of people?

Finding: Less than significant impact with mitigation. (2014 RDEIR, pp. 3.3-58 through -66; see also 2016 FEIR, pp. C&R-62 [Response 5-2], -115 [Response 11-24 and 11-25], C&R-211 [Response 13-30]), -270 [Response 19-5], -341 [Response 25-18].)

Explanation: The proposed MRF/TS is not expected to generate significant odors because all transfer activities potentially generating odors would take place within an enclosed building designed to minimize odors. Design features in the MRF/TS building include exhaust fans to provide multiple air exchanges every hour (as needed). The air leaving the building at the roof exhaust fans will be treated by a non-toxic odor neutralizing misting system to mitigate any odors. Negative pressure will be maintained at the building entrances to minimize the amount of untreated air leaving the building. A non-toxic odor neutralizer will be mixed with dust control water in the ceiling mounted misting systems for extra odor mitigation, as needed.

With implementation of the odor control measures as conditions of project approval, it is determined that odor would not impact the water associated with the water tanks on the southeast corner of the site, or with the two nearby Clinton O. Nixon storage facilities located at 14521 Ramona Boulevard in Baldwin Park, which have ventilation that allows an exchange of air intake inside the reservoir as the water surface rises and falls.

The SCAQMD resolves complaints through investigation and issuance of a notice to comply when necessary. Continued application of these existing regulations would avoid any impacts associated with objectionable odors and assure that any objectionable odors would not affect a significant amount of people.

Further, as identified in the Roadway Litter Prevention On-Site Management Plan, all incoming and outgoing hauling vehicles are required to be either fully covered and/or tarped or be a fully enclosed vehicle/trailer. Odors from trucks travelling to and from Athens' other MRF sites have not been a source of historical complaints. (Loughnane, 2014). Additionally, the City has not received odor complaints in the past from residents related to collection trucks using City streets.

The Project would also be required to comply with SCAQMD Rule 410, which establishes odor management practices and requirements to reduce odors from municipal solid waste transfer stations and material recovery facilities. As the project would have a throughput greater than 1,000 tons per day, the project would be required to implement a Level 2 odor control strategy for the tipping floor, transfer tunnel, and

material recovery facility. In addition to compliance with SCAQMD rules and regulations, the Proposed Project would implement On-Site Management Plans to control odors and emissions. These plans would be enforceable through the Project's conditions of approval and would meet or exceed the minimum standards established by CalRecycle, the County of Los Angeles, the SCAQMD, and other responsible agencies. The Project also would be required to implement a litter prevention and control plan, regular street sweeping, and regular cleaning of all sorting machinery, conveyors, work platforms, and equipment pits.

Finally, **Mitigation Measures AQ-19** through **AQ-21** have also been identified to further reduce odor-related impacts:

MM AQ-19

Applicant shall minimize odors during operation of the MRF/TS by properly maintaining design features and equipment designed to reduce and eliminate odors and pursuant to provisions of SCAQMD Rule 410.

MM AQ-20

On-Site Management Plan No. 3; Athens Services Odor Control Program shall include a requirement that any and all odor complaints shall be referred directly to the City of Irwindale Community Development Department Code Enforcement Division. Odor complaints shall be substantiated by the City as follows:

a) Inspection and confirmation by Code Enforcement Division Staff; and/or

b) Inspection and confirmation by the SCAQMD; and/or

c) A qualified consultant, as determined and selected by the City, will be retained to collect samples to quantify odor intensity using a Nasal Ranger or other comparable instrument. Such consultant shall be retained by the City at the sole expense of the Applicant. Facility representatives shall conduct an odor survey as soon as practical, but not to exceed 2 hours after receiving an odor complaint or notification from the SCAQMD or the LEA. Upon substantiation of an odor complaint, Applicant shall meet with the City within 48 hours to determine actions to remedy the odor complaint. A detailed action plan shall be prepared within 72 hours of the meeting identifying the steps to be taken to remedy the issue. All remedies shall be at the sole expense of the Applicant, and shall be implemented / installed as soon as feasible.

MM AQ-21

As a means to address public concerns and complaints regarding odors, the Project Applicant shall publicly post the SCAQMD odor complaint phone number [1-800-CUT-SMOG (1-800-288-7664)] and website address (http://www.aqmd.gov/complain/reporting_aq_problems.html) on signs that are visible from the street at all entrances to the MRF/TS facility.

With incorporation of these measures, as well as the Project's conditions of approval, and adherence to all mandatory regulatory rules and controls, impacts associated with odors would be less than significant. (2014 RDEIR, pp. 3.3-58 through -66; see also 2016 FEIR, pp. C&R-62 [Response 5-2], C&R-115 [Response 11-24 and 11-25], C&R-211 [Response 13-30]), C&R-270 [Response 19-5], C&R-341 [Response 25-18].)

B. BIOLOGICAL RESOURCES

1. Local Policies or Ordinances

Threshold: Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Finding: Less than significant impact with mitigation incorporated. (2014 RDEIR, pp. 3.4-16 and -17; see also 2016 FEIR, pp. C&R-70 [Response 7-3], C&R-122 [Response 11-37], C&R-289 [Response 22-3].)

Explanation: There are no local policies or ordinances protecting biological resources that are applicable to the Proposed Project site or biological resources thereupon. However, since some resident and/or migratory avian species have a potential to nest in the grassland and non-native trees on-site, project construction could result in "take" of these species under the Federal Migratory Bird Treaty Act (MBTA) and California Fish and Game Codes §3503 and §3513, grading and construction activities undertaken for the Proposed Project has the potential to conflict with State and/or federal policies protecting a biological resource.

To reduce this potential impact, **Mitigation Measure MM BIO-1** has been identified:

MM BIO-1

The Applicant shall comply with the regulatory requirements of the federal Migratory Bird Treaty Act and California Fish and Game Codes §3503, §3503.5, and §3513 regarding Proposed Project grading and construction activities.

Pre-construction Surveys for Nesting Birds

The Applicant shall implement the following protective measures to ensure implementation of the Migratory Bird Treaty Act and compliance with State regulations during construction. To the extent feasible, the Applicant and/or the construction contractor(s) shall trim/remove all vegetation/tree limbs necessary for Proposed Project construction between September 1 and January 31. Should construction activities or vegetation removal commence between February 1 to August 31, pre-construction surveys for nesting birds shall be conducted for any affected tree(s) located within the public right of way by a qualified biologist to ensure that no active nests would be disturbed during project implementation. A preconstruction survey shall be conducted no more than 14 days prior to the initiation of demolition/construction activities. During this survey, the qualified person shall inspect the street trees located within the public right of way and areas immediately adjacent to the project site for nests. If an active nest is found close enough to the construction area to be disturbed by these activities, the qualified biologist, in consultation with the California Department of Fish and Wildlife, shall determine the extent of a construction-free buffer zone to be established around the nest until the young have fledged.

With incorporation of the above measure, impacts would be reduced to less than significant. Adherence to mitigation measure MM BIO-1 whereby, all grading and construction activities undertaken for the Proposed Project shall comply with the regulatory requirements of the federal MBTA and California Fish and Game Codes §3503, §3503.5, and §3513. (2014 RDEIR, pp. 3.4-16 and -17; see also 2016 FEIR, pp. C&R-70 [Response 7-3], C&R-122 [Response 11-37], C&R-289 [Response 22-3].)

C. CULTURAL RESOURCES

1. Historical Resources

Threshold: Would the project cause a substantial adverse change in the significance of a historical resource pursuant to State CEQA Guidelines, § 15064.5?

Finding: Less than significant impact with mitigation incorporated. (2014 RDEIR, pp. 3.5-13 and -14.)

Explanation: The site is not listed by the State Historical Resources Commission, nor is the site a resource included in a local register of historical resources. Furthermore, the Lead Agency has not determined the site or any structure on site to be historically significant. Further, no archaeological or historic resources were identified during the Phase I Cultural Resources Study (ASM, 2009) and therefore the project would not cause a substantial adverse change in the significance of a historical

or archeological resource. In addition, Bonterra Consulting surveyed the same project area (Brown and Maxon 2009), which also reported that there were no cultural resources present on-site. No prehistoric sites or historic resources were identified during the records search (ASM, 2009).

Although it is not reasonably expected that historical or archaeological resources will be found on site, to ensure the proper handling of the identification, protection, and proper disposition of any found archaeological or historical resources, should they be discovered during grading and in response to SB18 consultation, **Mitigation Measure CR-1** is required. MM CR-1 requires the Applicant and City to consult with the Gabrieleño Band of Mission Indian Tribe, prior to on-site earthwork activities, to invite a Native American Monitor at the project site for the excavation and ground disturbance activities (as requested by the Tribe during SB18 consultation).

Additionally, to ensure that any unknown (remaining) historical or archaeological resources are not impacted by construction activities, **Mitigation Measure CR-2** requires that in the event that any previously undetected historic (or archaeological) resources are encountered during project construction, all work should cease and a qualified archaeologist should be contacted to evaluate the nature and significance of any such discoveries. If a discovery proves to be significant, additional work (such as data recovery excavation) may be warranted.

MM CR-1

The Applicant and City shall consult with the Gabrieleño Band of Mission Indian Tribe prior to on-site earthwork activities, and to invite a Native American Monitor at the project site for the excavation and ground disturbance activities.

MM CR-2

In the event any previously undetected archaeological resources are encountered during project construction, all excavation and ground disturbance activities shall cease and a qualified archaeologist will be contacted within 24 hours to evaluate the nature and significance of any such discoveries. If a discovery proves to be significant, additional work (such as data recovery excavation) may be warranted. Work may be resumed with approval of the attending archeologist and City Staff. Further, should unforeseen artifacts become uncovered during site grading, the Applicant would be required to adhere to all City and State of California procedures, including Section 21083.2(i) of the CEQA Statutes and Section 15064.5 of the CEQA Guidelines regarding stoppage of work, handling of discovered materials, and notification of proper authorities to ensure that the construction/operation of the MRF/TS project would not have an adverse effect on cultural resources.

With implementation of **Mitigation Measure CR-1** and **CR-2**, there would be less than significant impacts to historical or archeological resources.

2. Archaeological Resources

Threshold: Would the Project cause a substantial adverse change in the significance of an archaeological resource pursuant to State CEQA Guidelines § 15064.5?

Finding: Less than significant impact with mitigation incorporated. (2014 RDEIR, pp. 3.5-13 and -14.)

Explanation: The site is not listed by the State Historical Resources Commission, nor is the site a resource included in a local register of historical resources. Furthermore, the Lead Agency has not determined the site or any structure on site to be historically significant. Further, no archaeological or historic resources were identified during the Phase I Cultural Resources Study (ASM, 2009) and therefore the project would not cause a substantial adverse change in the significance of a historical or archeological resource. In addition, Bonterra Consulting surveyed the same project area (Brown and Maxon 2009), which also reported that there were no cultural resources present on-site. No prehistoric sites or historic resources were identified during the records search (ASM, 2009).

Although it is not reasonably expected that historical or archaeological resources will be found on site, to ensure the proper handling of the identification, protection, and proper disposition of any found archaeological or historical resources, should they be discovered and in response to SB18 consultation, **Mitigation Measure CR-1** is required. MM CR-1 requires the Applicant and City to consult with the Gabrieleño Band of Mission Indian Tribe prior to on-site earthwork activities, and to invite a Native American Monitor at the project site for the excavation and ground disturbance activities (as requested by the Tribe during SB18 consultation).

Additionally, to ensure that any unknown (remaining) historical or archaeological resources are not impacted by construction activities, **Mitigation Measure CR-2** requires that in the event that any previously undetected historic (or archaeological) resources are encountered during project construction, all work should cease and a qualified archaeologist should be contacted to evaluate the nature and significance of any such discoveries. If a discovery proves to be significant, additional work (such as data recovery excavation) may be warranted.

With implementation of **Mitigation Measures CR-1** and **CR-2** (identified above), there would be less than significant impacts to historical or archeological resources.

3. Human Remains

Threshold: Would the project disturb any human remains, including those interred outside of dedicated cemeteries?

Finding: Less than significant impact with mitigation incorporated. (2014 RDEIR, p. 3.5-15.)

Explanation: No human remains have been previously found within the project area, nor are any expected to exist within the project area. However, there is always potential to uncover unknown human remains during excavation activities. Should human remains be discovered during project grading and excavation activities, **Mitigation Measure CR-4** would apply, whereas, the City of Irwindale Planning Department and the Los Angeles County Coroner's office shall be notified within 24 hours under State law (California Health and Safety Code § 7050.5) and all activities in the immediate area of the find shall cease until appropriate and lawful measures have been taken. If the Coroner determines that the remains are Native American, the NAHC shall also be contacted (California Public Resources Code § 5097.98). In accordance with Section 5097.98 of the California Public Resources Code, the NAHC shall designate a Most Likely Descendent, who may make recommendations concerning the disposition of the remains in consultation with the City and the project archaeologist.

MM CR-4

If human remains are discovered during project activities, the City of Irwindale Planning Department and the Los Angeles County Coroner's office shall be notified within 24 hours under State law (California Health and Safety Code § 7050.5) and all activities in the immediate area of the find shall cease until appropriate and lawful measures have been taken. If the Coroner determines that the remains are Native American, the NAHC shall also be contacted (California Public Resources Code § 5097.98). In accordance with Section 5097.98 of the California Public Resources Code, the NAHC shall designate a Most Likely Descendent, who may make recommendations concerning the disposition of the remains in consultation with the City and the project archaeologist.

With the incorporation of MM CR-4, potential impacts relating to unanticipated human remains would be less than significant. (2014 RDEIR, p. 3.5-15.)

D. GEOLOGY AND SOILS

1. Fault Rupture

Threshold: Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake

Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?

Finding: Less than significant with mitigation incorporated. (2014 RDEIR, p. 3.7-14.)

Explanation: The site is not located within a known earthquake fault; and therefore, implementation of the Proposed Project is not expected to expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving seismic hazards. The site is not within an Alquist-Priolo Earthquake Fault Zone for surface fault rupture hazards, as there are no Alquist-Priolo Special Study Zones within the City of Irwindale (General Plan, page 130). Further, **Project Design Feature GEO-1** requires the Applicant to prepare a site-specific Geotechnical Report, and the Project is required to be designed and constructed in accordance with the CBC, and City of Irwindale Building Standards and Codes. Therefore, the potential for surface rupture due to fault plane displacement propagating to the surface at the site is considered low, and no significant surface rupture impact would occur. (2014 RDEIR, p. 3.7-14.)

PDF GEO-1

The Applicant shall have a California Registered Geotechnical Engineer prepare a site-specific Geotechnical Report to the satisfaction of the City Engineer prior to issuance of the grading permit. This report will be undertaken in accordance with the CGS Guidelines for Evaluating and Mitigating Seismic Hazards in California. This report will provide design specification to assure the Proposed Project is developed within accepted federal, State, and local laws, regulations, and guidelines.

2. Seismic Ground Shaking

Threshold: Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking?

Finding: Less than significant with mitigation incorporated. (2014 RDEIR, p. 3.7-15.)

Explanation: No active or potentially active faults pass directly through the Proposed Project site. The closest active fault to the Proposed Project site is the Sierra Madre Fault located approximately 3.7-miles north of the site. Further, **Project Design Feature GEO-1** (identified above) requires the Applicant to prepare a site-specific Geotechnical Report, and the Project is required to be designed and constructed in accordance with the California Building Code (CBC), and City of Irwindale Building Standards and Codes. As with most development in southern California, the site could

be subject to strong ground motion in the event of an earthquake. This potential hazard is common in southern California; however, the adverse effects of ground shaking would be reduced because the Proposed Project would be constructed in conformance with current building codes and engineering practices. (2014 RDEIR, p. 3.7-15.)

3. Liquefaction

Threshold: Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death, involving seismic-related ground failure, including liquefaction?

Finding: Less than significant with mitigation incorporated. (2014 RDEIR, p. 3.7-15.)

Explanation: Liquefaction is associated with seismic activity. Soils at the site are not susceptible to liquefaction based on California Geologic Survey (CGS) mapping and Guidelines for Evaluating and Mitigating Seismic Hazards in California (1997b). Furthermore, groundwater occurs at an estimated depth of over 50-feet bgs under the Proposed Project site. Although groundwater levels in this area is subject to seasonal and year-to-year fluctuations, a significant increase in groundwater levels at the Proposed Project site is considered a very low probability. Therefore, given the depth to groundwater and the nature of soils at the site, liquefaction is not anticipated to be a potential problem. Further, **Project Design Feature GEO-1** (identified above) requires the Applicant to prepare a site-specific Geotechnical Report, and the Project is required to be designed and constructed in accordance with the CBC, and City of Irwindale Building Standards and Codes. For these reasons, impacts associated with potential liquefaction would be less than significant.

4. Landslides

Threshold: Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death, involving landslides?

Finding: Less than significant with mitigation incorporated. (2014 RDEIR, p. 3.7-15.)

Explanation: Based on the fact that the Proposed Project site is on relatively flat topography and away from steep terrain, the chance of a landslide affecting the property is very low to nonexistent. Further, **Project Design Feature GEO-1** requires the Applicant to prepare a site-specific Geotechnical Report, and the Project is required to be designed and constructed in accordance with the CBC, and City of Irwindale Building Standards and Codes. Impacts would be less than significant. (2014 RDEIR, p. 3.7-15.)

5. Loss of Topsoil

Threshold: Would the project result in substantial soil erosion or the loss of topsoil?

Finding: Less than significant impact with mitigation incorporated. (2014 RDEIR, pp. 3.7-15 and -16.)

Explanation: The Proposed Project site will require grading, as well as excavation and filling, and erosion of stockpiled soil or of exposed soil surfaces could occur as a result. Specifically, during construction, excavation, grading, stockpiling, and other earth moving activities could expose site soils to wind- or water-generated erosion. Best Management Practices (BMPs) would be outlined in the project-specific Storm Water Pollution Prevention Plans (SWPPP) for construction to minimize soil erosion (**Project Design Feature WQ-1** regarding the required National Pollutant Discharge Elimination System Permit (NPDES) requirements). BMPs, to be identified in the SWPPP, will be employed and will include conditions, such as timing for practices during periods of precipitation; when earth moving activities are being conducted; and/or when soil has been exposed by earthmoving activities in order to eliminate or reduce erosion to the extent possible.

Implementation of soil erosion related BMPs during the above periods will ensure that the Proposed Project will not result in substantial soil erosion. Based upon the above, including implementation of **Project Design Feature WQ-1**, it is not reasonably foreseeable that the Project will result in substantial soil erosion or the loss of topsoil. Therefore, erosion related impacts would be less than significant with adherence to the mitigation program. (2014 RDEIR, pp. 3.7-15 and -16.)

PDF WQ-1

The Applicant shall comply with the project-specific National Pollutant Discharge Elimination System (NPDES) Permit requirements (such as the Storm Water Pollution Prevention Plans (SWPPPs) and Best Management Practices (BMPs) including: limiting construction access routes and stabilizing access points; staking/marking construction limits; protection of cut and fill surfaces from sheet, rill and gully erosion; stabilizing temporarily denuded areas with seeding, mulching, jute netting, hay bales and silt fences or other methods; designating specific areas for the stockpiling, handling, preparation and disposal of construction materials; quickly establishing groundcover and landscaping of areas designated to remain pervious; and/or waste material and litter control to prevent existing drainages).

6. Unstable Soils

Threshold: Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

Finding: Less than significant with mitigation incorporated. (2014 RDEIR, pp. 3.7-16 and -17.)

Explanation: Based on the analysis contained within the Phase I and Phase II assessments, there is no evidence that the Project will be located on a geologic unit or soil that is unstable. In addition, a Geotechnical Study (**Project Design Feature GEO-1**, identified above) shall be performed to specify design requirements to minimize the potential effects from strong seismic ground shaking. Secondary seismic hazards related to ground shaking include: soil liquefaction, ground subsidence, slope instability, tsunamis, and seiche. These actions are not expected to occur with implementation of the Proposed Project; and therefore, the project will not be subject to or result in on- or off-site landslides, lateral spreading, subsidence, liquefaction, or collapse.

The Proposed Project is located on relatively flat topography and away from steep terrain. Based on the relatively flat topography, the site's granular soils, and the planned slab-on-grade construction, the probability of landslides or slope instability at or to the Proposed Project site is very low. No portions of the Proposed Project site are identified on the Ontario Quadrangle official Seismic Hazard Zones Map within a zone of earthquake-induced landslide potential (CGS, 2000). Therefore, the Project site is not in an area identified as prone to earthquake-induced landslides. Impacts would be less than significant. (2014 RDEIR, pp. 3.7-16 and -17.)

7. Paleontological Resources

Threshold: Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Finding: Less than significant impact with mitigation incorporated. (2014 RDEIR, p. 3.5-14.)

Explanation: No unique paleontological resources or sites or unique geological features were discovered during the Phase I Cultural Resources Study. Large flat pieces of granite and numerous round and/or flat granite cobbles were examined, but none had been culturally modified. Two modern electrical towers were observed across the southern edge of the property area. There are also a few pieces of broken red brick, small pieces of thick asphalt, concrete fragments, and a few pieces of rusted metal within the survey area that are residuals of the concrete pipe manufacturing plant that previously existing on the property. Numerous waterworn cobbles and small boulders

are scattered throughout the project area. The soils consist of very fine to coarse sands, with pea gravel present in places where the aeolian sand has been removed.

Although there is currently no evidence of its existence, impacts to unknown paleontological or geological resources could be significant prior to standard mitigation. To ensure that any unknown (remaining) paleontological resources are not impacted by construction activities, **Mitigation Measure CR-3** states that in the event that any paleontological or geological resources are encountered during project implementation, all earthwork should cease and a qualified paleontologist should be contacted to evaluate the nature and significance of any such discoveries.

MM CR-3

In the event that any unknown (remaining) paleontological or geological resources are encountered during project implementation, the Applicant shall cease earthwork immediately and contact a qualified paleontologist or geologist within 24-hours to evaluate the nature and significance of any such discoveries. Work may be resumed with approval of the attending archeologist and City Staff.

With implementation of **Mitigation Measure CR-3** there would be less than significant impacts to paleontological resources and geological resources.

E. HAZARDS AND HAZARDOUS MATERIALS

1. Routine Transport, Use, and Disposal

Threshold: Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Finding: Less than significant impact with mitigation incorporated. (2014 RDEIR, pp. 3.8-20 through -28; see also 2016 FEIR, pp. C&R-81 [Response 9-4], C&R-124 [Response 11-39], and C&R-253 [Response 17-8].)

Explanation: The use of hazardous materials for construction of the MRF/TS facility could pose a potential hazardous material-related impact on the Proposed Project site and local transportation routes if a spill or accident occurred. These potential impacts are common to the construction of a wide variety of buildings, and would be associated with transportation, storage, use, and disposal of various hazardous substances during construction. However, hazardous materials would be stored in proper containers in material storage yard(s). Cleanup materials would also be stored at these location(s) in order to address potential spills. Hazardous waste (e.g., used oil, used oil filters, spent batteries, and other items) would be collected regularly and

disposed of in accordance with all applicable federal, State, and local laws, ordinances, regulations, and standards.

The Proposed Project does not propose to receive, process, or transfer hazardous wastes at the MRF/TS, pursuant to California Code of Regulations Sections 14 17407.5 and 17408.2. The MRF/TS would be subject to compliance with the County's Health Hazardous Materials Division (HHMD) requirements pertaining to handling and storage of hazardous wastes. The HHMD would also regularly inspect the facilities, provide emergency response and enforcement services, and conduct mitigation oversight, if necessary, during MRF/TS operations. With the implementation of existing federal, State, and local regulations pertaining to hazardous materials handling and storage, impacts from reasonably foreseeable upset and accident conditions during the Project operations would be less than significant.

In addition, the MRF/TS is subject to compliance with the California Accidental Release Prevention (CalARP) Program as implemented by the Department of Toxic Substances Control (DTSC) Certified Unified Program Agencies (CUPAs). The CalARP Program requires that any business, where the maximum quantity of a regulated substance exceeds the specified threshold quantity, register with the responsible CUPA as a manager of regulated substances and prepare a Risk Management Plan. The Business Plan must identify the type of business, location, emergency contacts, emergency procedures, mitigation plans, and chemical inventory at each location.

Further, **Project Design Features HAZ-1** and **HAZ-2** have been identified to increase site safety:

PDF HAZ-1

The Applicant shall form a Safety Committee and include a minimum of one (1) City Staff personnel as a participating member. The Safety Committee shall function with two roles. One function will be to annually review the On-Site Management Plans. The second function will include monthly review of the MRF/TS Daily Operational Report for waste stream capacity review.

On-Site Management Plans
The purpose of the annual review shall be to confirm or update the standard of practice for the management plans. The review will include utilizing information obtained from operational records, vendors, and suggestions from insurance companies.

MRF/TS Operational Report
The purpose of the monthly review shall be to ensure compliance with the 6,000 tons per day (maximum).

PDF HAZ-2

On-Site Management Plans
The Applicant shall prepare and have approved by the City On-Site Management Plans. Any and all future amendments to these management plans must be approved by the City. These plans include:

1) Litter Prevention and Control Plan;
2) Pest Control Plan;
3) Odor Control Plan;
4) Noise Control Plan;
5) Hazardous Materials Exclusion and Management Plan;
6) Fire Prevention, Control and Mitigation Plan;
7) Emergency Action Plan; and
8) Emergency Response Training Plan

PDF HAZ-1 and HAZ are designed to for site safety. PDF HAZ-1 requires the Applicant to form a Safety Committee. The Safety Committee will have two functions: 1) Annual review the On-Site Management Plans; and 2) Monthly review of the MRF/TS Daily Operational Report for waste stream capacity. The purpose of the annual review is to confirm or update the standard of practice for the On-Site Management Plans. The purpose for reviewing the daily operational log is to ensure the MRF/TS is complying with the permitted capacity for daily waste streams. Any modification for adaptive management to the management planswill require City approval within the appropriate department. PDF HAZ-2 requires that the Applicant prepares and has approved On-Site Management Plans. The purpose of the On-Site Management Plans is to ensure the facility functions as a start-of-art facility whereby it meets or exceed the minimum standards established by CalRecycle, the County of Los Angeles, the South Coast Air Quality Management District, and/or other responsible agency.

With adherence to PDFs HAZ-1 and HAZ-2, and all federal, State and local regulations pertaining to hazardous materials, it is not reasonably foreseeable that the Proposed Project would create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials. (2014 RDEIR, pp. 3.8-20 through -28; see also 2016 FEIR, pp. C&R-81 [Response 9-4], C&R-124 [Response 11-39], and C&R-253 [Response 17-8].)

2. Accident or Upset

Threshold: Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Finding: Less than significant impact with mitigation incorporated. (2014 RDEIR, pp. 3.8-20 through -28; see also 2016 FEIR, pp. C&R-81 [Response 9-4], C&R-124 [Response 11-39], and C&R-253 [Response 17-8].)

Explanation: The use of hazardous materials for construction of the MRF/TS facility could pose a potential hazardous material-related impact on the Proposed Project site and local transportation routes if a spill or accident occurred. These potential impacts are common to the construction of a wide variety of buildings, and would be associated with transportation, storage, use, and disposal of various hazardous substances during construction. However, hazardous materials would be stored in proper containers in material storage yard(s). Cleanup materials would also be stored at these location(s) in order to address potential spills. Hazardous waste (e.g., used oil, used oil filters, spent batteries, and other items) would be collected regularly and disposed of in accordance with all applicable federal, State, and local laws, ordinances, regulations, and standards.

The Proposed Project does not propose to receive, process, or transfer hazardous wastes at the MRF/TS, pursuant to California Code of Regulations Sections 14 17407.5 and 17408.2. The MRF/TS would be subject to compliance with the County's Health Hazardous Materials Division (HHMD) requirements pertaining to handling and storage of hazardous wastes. The HHMD would also regularly inspect the facilities, provide emergency response and enforcement services, and conduct mitigation oversight, if necessary, during MRF/TS operations. With the implementation of existing federal, State, and local regulations pertaining to hazardous materials handling and storage, impacts from reasonably foreseeable upset and accident conditions during the Project operations would be less than significant.

In addition, the MRF/TS is subject to compliance with the CalARP as implemented by the CUPAs; which requires that any business, where the maximum quantity of a regulated substance exceeds the specified threshold quantity, register with the responsible CUPA as a manager of regulated substances and prepare a Risk Management Plan. The Business Plan must identify the type of business, location, emergency contacts, emergency procedures, mitigation plans, and chemical inventory at each location.

Further, **Project Design Features HAZ-1** and **HAZ-2** (identified above) are designed to ensure site safety. PDF HAZ-1 requires the Applicant to form a Safety Committee. The Safety Committee will have two functions: 1) Annual review the On-Site Management Plans; and 2) Monthly review of the MRF/TS Daily Operational Report for waste stream capacity. The purpose of the annual review is to confirm or

update the standard of practice for the On-Site Management Plans. The purpose for reviewing the daily operational log is to ensure the MRF/TS is complying with the permitted capacity for daily waste streams. Any modification for adaptive management to the management plans will require City approval within the appropriate department. PDF HAZ-2 requires that the Applicant prepares and has approved On-Site Management Plans. The purpose of the On-Site Management Plans is to ensure the facility functions as a start-of-the-art facility whereby it meets or exceed the minimum standards established by CalRecycle, the County of Los Angeles, the South Coast Air Quality Management District, and/or other responsible agency.

With adherence to PDFs HAZ-1 and HAZ-2, and all federal, State and local regulations pertaining to hazardous materials, it is not reasonably foreseeable that the Proposed Project would create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials. (RDEIR, pp. 3.8-20 through -28; see also 2016 FEIR, pp. C&R-81 [Response 9-4], C&R-124 [Response 11-39], and C&R-253 [Response 17-8].)

3. Hazards Near Schools

Threshold: Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Finding: Less than significant impact with mitigation incorporated. (2014 RDEIR, pp. 3.8-28 and -29.)

Explanation: The nearest public school to the Proposed Project site is the Margaret Heath Elementary School located at 14321 School Street, in the City of Baldwin Park. This school is located approximately 1,370-feet (0.26-miles) south of the eastern tip of the Proposed Project property line. It is possible that small quantities of hazardous materials could be transported to the facility within waste streams and may be used operationally for the equipment and vehicles used on-site. The only large volume of hazardous materials stored at the facility would be the Underground Storage Tanks (USTs) at the convenience store/fueling station. These USTs will be constructed in accordance with federal, State, and local laws, ordinances, and regulations and will not foreseeably result in spillages or emissions that would leave the Project site. Further, **Project Design Features HAZ-1** and **HAZ-2** (identified above), require adherence to the On-Site Management Plan for hazardous materials, Operations Reports, and approval by the City of any future amendment to these plans. Thus, with incorporation of HAZ-1 and HAZ-2, it is not reasonably foreseeable that the Project will emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.

F. TRIBAL CULTURAL RESOURCES

1. Tribal Cultural Resources

Threshold: Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe?

Finding: Less than significant with mitigation incorporated. (2014 RDEIR, pp. 3.5-13 and -14.)

Explanation: The site is not listed by the State Historical Resources Commission, nor is the site a resource included in a local register of historical resources. Furthermore, the Lead Agency has not determined the site or any structure on site to be historically significant. Further, no archaeological or historic resources were identified during the Phase I Cultural Resources Study (ASM, 2009), and therefore the project would not cause a substantial adverse change in the significance of a historical or archeological resource. In addition, Bonterra Consulting surveyed the same project area (Brown and Maxon 2009), which also reported that there were no cultural resources present on-site. No prehistoric sites or historic resources were identified during the records search (ASM, 2009).

Although it is not reasonably expected that historical or archaeological resources will be found on site, to ensure the proper handling of the identification, protection, and proper disposition of any found archaeological or historical resources, should they be discovered during construction and in response to SB18 consultation, **Mitigation Measure CR-1** (identified above) is required. MM CR-1 requires the Applicant and City to consult with the Gabrieleño Band of Mission Indian Tribe, prior to on-site earthwork activities, and to invite a Native American Monitor at the project site for the excavation and ground disturbance activities (as requested by the Tribe during SB18 consultation).

Additionally, to ensure that any unknown (remaining) historical or archaeological resources are not impacted by construction activities, **Mitigation Measure CR-2** (identified above) requires that in the event that any previously undetected historic (or archaeological) resources are encountered during project implementation, all work should cease and a qualified archaeologist should be contacted to evaluate the nature and significance of any such discoveries. If a discovery proves to be significant, additional work (such as data recovery excavation) may be warranted.

With implementation of Mitigation Measures CR-1 and CR-2 (identified above), there would be less than significant impacts to tribal cultural resources. (2014 RDEIR, pp. 3.5-13 and -14.)

SECTION 4: FINDINGS REGARDING ENVIRONMENTAL IMPACTS NOT FULLY MITIGATED TO A LEVEL OF LESS THAN SIGNIFICANT

The City Council hereby finds that, despite the incorporation of Mitigation Measures outlined in the EIR and in this Resolution, the following impacts from the proposed Project and related approvals cannot be fully mitigated to a less than significant level and a Statement of Overriding Considerations is therefore included herein:

A. AIR QUALITY

1. Project Operations

Threshold: Would operation of the project conflict with or obstruct implementation of applicable air quality plan or violate any air quality standards or contribute substantially to an existing or projected air quality violation of the SCAQMD?

Finding: Significant and unavoidable impact. (2014 RDEIR, pp. 3.3-34 through -47.)

Explanation: To determine operation emissions, vehicular emissions were computed using the CARB's emission factor model, EMFAC2011, to estimate on-road emissions. Transfer trucks, roll-off trucks, packer trucks, and end-dump trucks were modeled using the T7 and T6 Solid Waste Collection Vehicle classification, which is a worst-case heavy-heavy duty truck emission factor for solid waste collection vehicles. Self-haul trucks would have substantially smaller payload capacities and were modeled using light-heavy duty truck emission factors. Paved road dust, break wear, and tire wear particulate emissions were also accounted for and included in the analysis. Onsite operation of the Proposed Project would require the use of heavy-duty equipment, such as excavators, loaders, forklifts, lifts, and street sweepers. This equipment would be used to load and unload material and otherwise sort and handle material. Emissions from this equipment were estimated using the same approach as construction emissions. Emission factors from the OFFROAD model, as included in CalEEMod were used. Operation of the Proposed Project would also result in area source emissions from the combustion of natural gas for heating, the use of landscaping equipment, and evaporative emissions from the use of consumer products. These emissions were estimated using CalEEMod and were relatively minor contributors to the overall Project

emissions.

Based upon a very conservative assessment methodology, when quantified, the analysis determined that unmitigated emissions for operation of the Project would exceed the thresholds for daily ROG and NOx emissions, but not for CO, PM10, or PM2.5. Emissions of ROG and NOx would be potentially significant in the South Coast Air Basin, primarily due to the trip length for potential outbound transfer truck trips to landfills. As explained in detail in the 2020 RDEIR, the air quality analysis assumes that all waste hauling trips are "new" trips, even though the Project does not generate new sources of waste, and therefore only redistributes existing trips. However, because some air quality impacts are location-dependent (while greenhouse gas emissions impacts are not), the air quality analysis treats trips as "new" while the greenhouse gas emissions analysis contained in the 2020 RDEIR does not. To address these potentially significant emissions, **Mitigation Measures MM AQ-12** through **MM AQ-18** were identified:

MM AQ-12

Applicant shall properly maintain ROG emission control devices within the gasoline dispensing station pursuant to SCAQMD Rule 461.

MM AQ-13

All gasoline dispensing facilities shall meet the requirements of SCAQMD's Rule 461 to limit ROG emissions from gasoline dispensing facilities, including but not limited to using CARB-certified vapor recovery systems and spill boxes and periodic testing of the equipment.

MM AQ-14

Heavy-duty diesel trucks shall be properly tuned and maintained to manufacturers' specifications to ensure minimum emissions under normal operations.

MM AQ-15

The use of 2010 model or newer transfer trucks shall be required whenever older vehicles are replaced or upgraded, per SCAQMD Rule 1193.

MM AQ-16

At project start, all heavy-duty trucks entering the property must meet or exceed 2010 engine emission standards specified in California Code of Regulations Title 13, Article 4.5, Chapter 1, Section 2025.

MM AQ-17

The Project Applicant shall require all on-site off-road heavy-duty equipment (loaders, excavators, skid steer) to meet USEPA Tier 3 emissions standards (or Tier 4 emission standards based on availability at the initiation of the Project). In addition, the on-site off-road construction equipment used in operation of the Project shall be outfitted with the Best Available Control Technology (BACT) devices certified by CARB. Any emissions control device used by the applicant shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. A copy of the certified tier specification for each piece of heavy-duty equipment, BACT documentation, and CARB or SCAQMD operating permit shall be provided to the City prior to operation of the Project.

MM AQ-18

All diesel truck operators shall strictly abide by the applicable State law requirements for idling, as described in the Airborne Toxic Control Measure (CCR, Title 13, Section 2485), which limits vehicles with gross vehicular weight ratings of more than 10,000 pounds to no more than five minutes of idling of the primary engine or the diesel-fueled auxiliary power system at any location. Trucks engaging in unloading at the Project site and load weighing/financial transactions at the scale house shall be prohibited from idling in excess of five minutes. Visible signage notifying truck operators of idling limits shall be posted near all site entrances. In the event third party collection haulers were required, all diesel truck operators that use the facility would be encouraged, and if reasonably possible by Athens to require contractually, to apply in good faith for funding from an established CARB or SCAQMD funding program to either retrofit or replace engines that are older than 2007 model year.

However, even with the imposition of the above measures, emissions of ROG and NOx are still not reduced to a level below the relevant SCAQMD thresholds. No other feasible mitigation measures are available to further reduce these emissions. Limiting transfer trucks and waste hauling vehicles to only alternative fuel vehicles was determined to be infeasible, due to the high cost of refuse collection vehicles and the

inability to control third party collection trucks. As a result, operational impacts associated with ROG and NOx emissions remain significant and unavoidable.

B. NOISE

1. Ambient Noise Levels

Threshold: Would the project cause exposure of persons to or generation of noise levels in excess of standards established in the local General Plan or noise ordinance, or applicable standard of other agencies?

Finding: Significant and unavoidable. (2014 RDEIR, pp. 3.10-20 through -31.)

Explanation:

Short-Term Construction Noise

Construction activity noise levels at and near the Proposed Project area would fluctuate depending on the particular type, number, and duration of use of construction equipment. Construction-related material haul trips would raise ambient noise levels along haul routes, depending on the number of haul trips made and types of vehicles used (refer to 2014 RDEIR Table 3.10-6 *Typical Construction Noise Levels* and Table 3.10-7 *Typical Noise Levels from Construction Equipment*). Pile driving would not be required for the Proposed Project. Noise from construction activities generally attenuates at a rate of 4.5 to 7.5 dBA per doubling of distance. Depending on the construction phase and equipment and duration of the construction activity, ambient noise levels at the property boundary could exceed 75 dBA. Existing hourly background noise levels near the property boundary range from 40 to 58 dBA. Paving activities (89 dBA) would occur right at the property boundary. Assuming an attenuation rate of 6 dBA per doubling of distance, finishing activities would generate noise levels of 83 dBA at the property boundary.

Per the City of Irwindale noise ordinance, if construction activities are within a radius of 500 feet of a residential zone, construction activities exceeding 75 dBA ambient base noise levels between 7 a.m. and 7 p.m. at the property boundary of an industrial zone would be considered a significant impact, unless authorization therefore has been duly obtained beforehand from the building inspector. Per the adjacent City of Baldwin Park, if within a radius of 500 feet of a residential zone, construction activities occurring between the hours of 7:00 p.m. of one day and 7:00 a.m. of the next day would be considered a significant impact.

Based upon the above, it is reasonably foreseeable that construction activities for the Proposed Project could cause exposure of persons to or generation of noise levels in excess of standards established by the City of Irwindale and City of Baldwin Park.

Therefore, construction noise would be considered a potentially significant impact. As such, **Mitigation Measures MM N-1** through **N-6** were identified:

MM N-1

Prior to construction, the Construction Contractor shall obtain authorization from Irwindale's building inspector to exceed the ambient base noise level by more than five (5) dBA during construction activities at the property boundary for industrial zoned land use.

MM N-2

The Construction Contractor shall limit all construction activities from 7 a.m. to 7 p.m. Monday through Saturday. No construction activity shall be conducted on Sundays or during legal holidays.

MM N-3

The Construction Contractor shall construct the masonry soundwall around the site perimeter during the initial construction phase to establish the means for noise reduction during subsequent construction and operations. In the event that the soundwall is not constructed prior to construction of the buildings, a temporary sound barrier or curtain shall be used as a temporary measure to reduce noise impacts (by at least 5 decibels) until the soundwall can be constructed.

MM N-4

The Construction Contractor shall operate and maintain a City-approved haul truck traffic route restricted to major traffic arteries, and prohibited from using Baldwin Park Boulevard south of Live Oak Avenue.

MM N-5

The Construction Contractor shall provide construction equipment equipped, operated, and maintained with manufacturer recommended mufflers or the equivalent. The construction contractor shall locate staging and delivery areas as far as feasible from sensitive land uses or adjacent occupied buildings and schedule deliveries during daytime hours when residential areas south of the project site are less susceptible to annoyance from outside noise.

MM N-6

The Construction Contractor shall post rules visible to drivers that require turning-off construction equipment when not in operation (for

more than 5 minutes). The construction contractor shall shield stationary equipment operating under full power for more than 60 minutes that would otherwise not be shielded by the perimeter soundwall.

MM N-1 requires the Applicant to obtain authorization from the City of Irwindale to exceed the 75 dBA between 7a.m. and 7p.m. MM N-2 would prohibit construction activities occurring after 7 p.m. and before 7 a.m. to comply with the City of Baldwin Park standards. In addition to MM N-1 and MM N-2, MM N-3, MM N-4, MM N-5 and MM N-6 would further reduce noise levels during construction from the construction noise sources. With implementation of MM N-1 through MM N-6, it is not expected that construction of the Project would cause exposure of persons to or generation of noise levels in excess of standards established in the local General Plan or noise ordinance, or applicable standard of other agencies. Noise impacts related to construction and adopted standards would be less than significant with mitigation.

Operational Noise

The fueling facility/convenience store would be a separate structure located in the northeastern portion of the project site adjacent to Arrow Highway and includes a fueling island with pump canopy, convenience store, and parking for customers. Fueling facility/convenience stores are not usual sources for excessive noise and because this fueling facility location would not be close to residential receptors, no significant noise impacts are expected from operations.

The project Applicant currently operates a MRF/TS, similar to the Proposed Project, open 24 hours a day, seven days a week in the City of Industry. Noise measurements at this existing facility indicate noise levels ranged from 61-67 Leq dBA approximately 110-375 feet from the existing 1,920 tons per day Industry MRF/TS.

The Project's On-site Management Plans, which are subject to review, approval, and enforcement by the City, include a noise control program that includes the following measures:

- All tipping, transfer, and sorting operation occur inside an enclosed building, with doors on all vehicle entrances and exits which are kept closed unless actually in use. A masonry wall will be erected around the perimeter of the site with the exception of location(s) on utility easements which require installation of a removable sound wall. The final design of the wall height and earthern berm will be subject to the approval of City standards.

- Operations and maintenance may occur 24/7. Facility doors will be kept closed when not in use, particularly at night, to prevent escape of noise. Outdoor operations, maintenance, and construction activities shall be scheduled to ensure that any particularly noisy activities occur during

normal weekday business hours.

- All Athens Services vehicles accessing the site will be maintained with mufflers in good working order and backup alarms will be kept set at the lowest volume allowed by applicable regulations. Use of vehicle horns will be discouraged on site except as necessary to alert workers of an emergency situation. Use of loud speakers will be prohibited. As a safety measure, trucks will utilize back up alarms when in reverse.

Based on the highest total expected noise levels for the City of Industry MRF/TS facility, the Proposed Project in Irwindale could generate noise levels up to 73 dBA during 30 minutes (L50 levels) in any hour during the day and 73 dBA for the same duration during the night (at a location 50 feet from the entrance of the tipping floor).

The City of Irwindale's adopted standards for Industrial uses is 60 dBA between 10 p.m. and 7 a.m. and 70 dBA between 7 a.m. and 10 p.m. (IMC § 9.28.030.) The code provides that no industrial uses may exceed these ambient standards by 5 dBA at the property boundary line without the authorization of the City. Under the adjacent City of Baldwin Park's adopted standards, industrial uses are limited to 70 dBA. Additionally, Baldwin Park has no adopted exterior ambient noise level standard for commercial uses, interior standard for commercial uses is 45 dBA; residential exterior standard is 65 dBA and interior standard is 45 dBA.

Based upon the noise levels modeled for the Project and the noise levels measured in the vicinity of the site the ambient noise levels from the Proposed Project could exceed the ambient or ambient base level for industrial land uses by more than five (5) dBA at the property boundary line during day or night time as stated in Irwindale Municipal Code Section 9.28.120. The noise levels for the western/northwestern border in Table 3.10-9 (2014 RDEIR) would exceed the ambient base levels for industrial land use (60 at night and 70 during the day) by more than 5 dBA between 5 a.m. to 7 a.m.

The levels for properties in Baldwin Park are not expected to exceed Baldwin Park's adopted standards. Exterior noise levels should not exceed the L(12) limit of 65 for BP residential. It should be <60 and masked by noise from Live Oak not attributable to the project. Additionally, traffic related operation noises are not likely to affect Baldwin Park since most of the traffic is restricted from going south through Baldwin Park. Based upon this, operational noises from the Project could be in excess of standards established in the local General Plan or noise ordinance, or applicable standard of other agencies.

To address these potentially significant operational noise impacts, **Mitigation Measure MM N-7** has been identified:

MM N-7

The Applicant shall implement all of the following:

- For the western/southwestern property boundary (for approximately the first 450 feet of the property boundary north of Live Oak Avenue), the Applicant shall construct the 8-foot perimeter masonry soundwall on top of a two-foot berm so that the effective height of the soundwall would be 10 feet (with the exception that the berm is not required to be constructed on any utility easements).

- The Applicant shall modify nighttime operations (10 p.m. – 7 a.m.) that result in verified noise complaints to eliminate objectionable noise during the nighttime hours. The applicant shall notify the City of any noise complaints received within 24 hours of receiving the complaint and provide a proposed amendment to the On-Site Management Plans to demonstrate a reduction in ambient noise within one (1) week, subject to review and approval of the City upon a finding that the amendment will result in compliance with adopted noise standards of the City of Irwindale and the City of Baldwin Park.

- The Applicant shall obtain authorization by permit from the City to exceed ambient noise levels from facility operations on the western/northwestern boundary and the southern boundary (for 5 a.m. to 7 a.m.) pursuant to IMC Section 9.28.120. If the applicant does not obtain authorization by permit to exceed noise levels, the applicant will be required to modify operations to reduce noise levels between 5 a.m. to 7 a.m. to 65 dBA.

Traffic Noise:

After construction is complete and operations at the Proposed Project begin, the additional vehicles traveling to the site would increase noise levels adjacent to nearby roads. Based on the Federal Interagency Committee on Noise standards for transportation noise, a project would be considered to generate a significant impact if it resulted in a 1.5 dBA permanent increase in ambient noise levels in the project vicinity above existing noise levels greater than 65 dBA Ldn at existing residences. Peak hour (evening) intersection turning data from the traffic study were analyzed to evaluate project increases and resulting traffic-generated noise increases on roadway links most affected by project-related traffic and nearest the project site. Noise levels at other times would be lower.

However, the Project has a significant cumulative impact and the project contribution is cumulatively considerable (equal to a 1.5 dBA increase). On the other

Segments, the Proposed Project would have a less than significant cumulative impact (noise increases that in all cases are less than 1.5 dBA). Based on all of the above, it is reasonably foreseeable that the Proposed Project would cause exposure of persons to or generation of noise levels in excess of standards established in the local General Plan or noise ordinance, or applicable standard of other agencies based on traffic related noise on Arrow Highway, west of Rivergrade Road. Therefore, traffic related noise impacts are potentially significant and cumulatively significant.

The only identified potential mitigation for this truck noise impact would be soundwalls. However, it is unlikely soundwalls would reduce the noise levels to adopted City standards unless they were excessively large in proportion to the existing built environment. The scale of the wall would not be consistent with the development along Arrow Highway, west of Rivergrade Road. Additionally, the cost would be substantial based on the size of the wall required and the cost to obtain property owner consent on multiple properties. The cost could also not be legally imposed on the developer based on the noise impacts being a result of cumulative impacts. Additionally, the City would not support spending public monies for construction of a wall that is not necessary for public health and safety on the basis that the development on this stretch of road is not used for sound sensitive activities such as residences or schools, but for minimal landscaping and/or parking.

The noise levels would probably exceed the existing actual ambient noise levels for the western/northwestern border by more than 5 dBA along portions of the western/northwestern border (even with an 8-foot soundwall), because the existing use of the Proposed Project site is vacant land, with virtually no activities that generate noise at present. The commercial offices located on the adjacent properties are typically not occupied at these early morning hours and are therefore not particularly noise sensitive.

Operation-related noise levels could exceed the ambient base level by more than five (5) dB at the western/northwestern property boundary line during day or night time (Irwindale Municipal Code Section 9.28.120). Therefore, operation-related noise levels would be potentially significant. **Mitigation Measure MM-N-7** (identified above) would reduce the impact but not to less than 5 dBA ambient increase. Therefore, permanent increase in ambient noise levels would remain a significant impact as defined by City code, regardless of the lack of sensitive receptors.

Traffic-related noise levels would exceed the Federal Interagency Committee on Noise standard, where an increase in noise by 1.5 dBA or more would be considered significant for existing noise levels greater than 65 dBA Ldn. Therefore, traffic-related noise would be considered a significant impact (and significant cumulative impact) to exterior locations along Arrow Highway west of Rivergrade Road, regardless of the lack of sensitive receptors. (2014 RDEIR, pp. 3.10-20 through -31.)

C. TRAFFIC AND TRANSPORTATION

1. Congestion Management Plan

Threshold: Would the Project conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

Finding: Significant and unavoidable impact. (2014 RDEIR, pp. 3.12-68 through -92 .)

Explanation: The study area intersections operate at acceptable levels of service during the peak hours for existing plus project conditions, except for the I-605 (NS) / Live Oak Avenue (EW) Avenue intersection (Table 3.12-12). The I-605 (NS) / Live Oak Avenue (EW) Avenue intersection is significantly impacted by the project (comparing Existing to Existing Plus Project conditions). At an unsignalized intersection, a significant impact occurs when the minor stop-controlled approach operates at LOS "F" and does not have acceptable operation in terms of total control delay, and the addition of project trips increases the total control delay to more than 4.0 vehicle hours for a single lane approach or 5.0 vehicle hours for a multi-lane approach.

The following improvements are necessary to reduce the Project's proportionate increase in delay to pre-project levels or better, thus reducing the Project's impact to less-than-significant:

I-605 NB Off-Ramp (NS) / Live Oak Avenue (#8)
a. Install a traffic signal.
b. Construct a second northbound right turn lane.
c. Provide a third westbound through lane by modifying the existing raised median.

These improvements are generally to be constructed on Caltrans property, unless final engineering plans and specifications indicate additional right-of-way is needed. These improvements at the I-605 (NS) / Live Oak Avenue (EW) Avenue intersection result in acceptable traffic operations with the project. Caltrans has indicated in correspondence and in a consultation meeting that it will cooperate with the City and project applicant to process the encroachment permit required to allow implementation of this mitigation measure. With that said, the City cannot ensure the mitigation measures will get implemented before project impacts will occur as the property is outside the City's jurisdiction. Therefore, for the purposes of these CEQA Findings of Fact the impacts remain significant and unavoidable even with imposition of **Mitigation Measures MM T-1 and MM T-2:**

MM T-1

To mitigate potential traffic impacts at I-605 NB Off-Ramp (NS) / Live Oak Avenue (EW)(#8), the developer will be required to construct or fund the following improvement:

- Install a traffic signal.
- Construct a 2nd northbound right turn lane.
- Provide a 3rd westbound through lane by modifying the existing raised median. This will also provide additional queuing storage for the westbound left turn lane at the intersection of I-605 SB On-Ramp (NS) / Live Oak Avenue (EW).

MM T-2

To mitigate potential traffic impacts to I-605 SB Off-Ramp (NS) / Arrow Highway (EW)(#3), the developer will be required to construct or fund the following improvements:

- Construct a 2nd southbound left turn lane.

To address potential conflicts at the driveways onto City streets, the traffic consultant identified site access recommendations shown on Exhibit 3.12-39 (2014 RDEIR), provided in the Traffic Impact Analysis in Appendix G, that include changes to the convenience store/gas pump access configuration as well as other on-site requirements. in order to reduce conflicting auto turning movements in the vicinity of Driveway 1, as well as changes to reduce impacts from Driveway 2, 3, and 4. These recommendations will be imposed as **Mitigation Measures MM T-3** through **MM T-6**:

MM T-3

To mitigate potential traffic impacts to Arrow Highway (NS) / Driveway 1 (EW), the Applicant shall be required to do the following:

- Prior to commencement of operations, the Applicant shall install a traffic signal and construct the intersection with the following geometrics:
  - → Northbound Approach: One left turn lane (two way turn lane) and two through lanes.
  - → Southbound Approach: Two through lanes and one right turn lane.
  - → Eastbound Approach: One left turn lane and one right turn lane.
  - → Westbound Approach: N/A

MM T-4

To mitigate potential traffic impacts to Arrow Highway (NS) / Driveway 2 (EW), the Applicant shall be required to do the following:

Prior to commencement of operations, the Applicant shall install a stop control on the eastbound approach and construct the intersection with the following geometrics:

- Northbound Approach: One left turn lane (two way turn lane) and two through lanes.
- Southbound Approach: Two through lanes and one right turn lane.
- Eastbound Approach: One shared left turn and right turn lane.
- Westbound Approach: N/A

MM T-5

To mitigate the potential impact to Driveway 3 – Baldwin Park Boulevard (NS) / Live Oak Avenue (EW), the Applicant shall be required to do the following:

- Prior to commencement of operations, the Applicant shall modify traffic signal to include Project Driveway 3 (north leg) and construct the intersection with the following geometrics:
  - → Northbound Approach: Two left turn lanes and one shared through-right turn lane.
  - → Southbound Approach: One left turn lane and one shared through-right turn lane.
  - → Eastbound Approach: One left turn lane (100-foot pocket length), two through lanes, and one defacto right turn lane.
  - → Westbound Approach: One left turn lane, two through lanes, and one right turn lane.

MM T-6

Arrow Highway (NS) / Driveway 4 (EW) – Install stop control on the eastbound approach and construct the right in / right out driveway intersection with the following geometrics:

- Northbound Approach: Two through lanes (no left turn access).
- Southbound Approach: One through lane and one shared through-right turn lane.
- Eastbound Approach: One right turn lane.
- Westbound Approach: N/A

Arrow Highway (NS) / Driveway 5 (EW) – Install stop control on the eastbound approach and construct the right in / right out driveway intersection with the following geometrics:

- Northbound Approach: Two through lanes (no left turn access).
- Southbound Approach: One through lane and one shared through-right turn lane.
- Eastbound Approach: One right turn lane.
- Westbound Approach: N/A

Caltrans has indicated in correspondence and in a consultation meeting that it will cooperate with the City and project applicant to process the encroachment permit required to allow implementation of **Mitigation Measures MM T-1** and **MM T-2**. With that said, the City cannot ensure the mitigation measures will get implemented before project impacts will occur as the property is outside the City's jurisdiction. Therefore, for purposes of these CEQA Findings of Fact the impacts remain significant and unavoidable even with imposition of the above Mitigation Measures. (2014 RDEIR, p. 3.12-66 through -103.) However, with implementation of **MM T-3** through **MM T-6**, the potential significant impacts from conflicting turning movements at Driveways 1, 2, 3, 4 will be reduced to less than significant.

SECTION 5: FINDINGS REGARDING CUMULATIVE ENVIRONMENTAL IMPACTS

Consistent with CEQA's requirements, the EIR for the Project includes an analysis of cumulative impacts, which include the impacts of the project plus all other pending or approved projects within the affected area for each resource. The affected environment for most of the resource areas described below was determined to be the City of Fontana, the City of Ontario, and nearby unincorporated areas of San Bernardino County. Fourteen pending and approved projects were identified as cumulative projects. (See 2014 RDEIR, pp. 4.0-2 and -3; and Table 4.0-1.)

The City Council herby finds as follows:

A. AESTHETICS

Based on the cumulative project list, future development may include new residential, commercial, industrial, or recreational development and/or mining/reclamation operations in the cities of Irwindale, Azusa, Baldwin Park, Duarte, Glendora, and West Covina. The project-specific potential impacts to aesthetics are not cumulatively considerable, because there are no cumulative projects in the Proposed Project's viewshed. Impacts of other projects would be unique to each site, and unrelated to this proposed site. No mitigation is required. (2014 RDEIR, p. 3.2-34.)

B. AGRICULTURE AND FORESTRY

Because no farmland or forestry resources existing on the Project site, there is no potential for the Project to contribute to cumulative agricultural and forestry impacts. (2014 RDEIR, p. 3.1-2.)

C. AIR QUALITY

The Proposed Project would result in a significant ROG and NOx impacts during operations. Therefore, the Proposed Project would result in a regional cumulative operations impact given that the Basin is in nonattainment for ozone and the Proposed Project would exceed the regional daily emissions threshold for ROG and NOx, ozone precursors. (2014 RDEIR, p. 3.3-73.)

D. BIOLOGICAL RESOURCES

The Proposed Project would result in additional cumulative affects to non-native grassland, as well as loss of potential foraging habitat for some resident wildlife species; however, the onsite habitat is of low conservation value, and does not provide habitat for special status species or habitat linkages to higher value native habitat offsite. Thus, the Proposed Project impacts would be less than cumulatively considerable under CEQA. (2014 RDEIR, p. 3.4-19.)

E. CULTURAL RESOURCES

Due to the nature of cultural resources, individual projects within the area would be assessed on a project-by-project basis. When, and if resources would be found, all applicable California Native Tribe regulations, as well as applicable federal, State, and local regulations would be applied to protect artifacts or remains; and therefore, potential cumulative impacts would be less than cumulatively considerable under CEQA. (2014 RDEIR, p. 3.5-17.)

F. GEOLOGY AND SOILS

The geotechnical characteristics of each individual future project site would be evaluated on a project-by-project basis, and appropriate mitigation measures would be required, as necessary, in addition to federal, State and local regulations. No cumulative impacts would occur. (2014 RDEIR, p. 3.7-20.)

G. GREENHOUSE GAS EMISSIONS

The Project would not result in significant greenhouse gas emissions impacts, and overall, greenhouse gas emissions meet a net-zero threshold. As such, no cumulative impacts associated with greenhouse gas emissions would occur. (2020 RDEIR, pp. 4-1 through -24; see also 2020 FEIR, pp. 7-29 [Response BP-13], and 7-32 [Response BP-16].)

H. HAZARDS AND HAZARDOUS MATERIALS

The use, storage, disposal, and transport of hazardous materials could result in a foreseeable number of spills and accidents. Construction and operational activities of the Proposed Project will adhere to all federal, State, and local regulations related to hazards and hazardous materials. It is reasonably expected that any future new development would be subject to these same terms. In addition, future development would be required to evaluate their respective hazards and hazardous materials impacts on a project-by-project basis. For these reasons, potential impacts to hazards and hazardous materials are not cumulatively considerable. (2014 RDEIR, p. 3.8-32.)

I. HYDROLOGY AND WATER QUALITY

Development at the site and other projects in the vicinity of the Proposed Project may result in similar impacts relative to water quality and hydrology; however, each project's impacts are localized and independent of one another, and are mitigated (minimized or avoided) on a site-specific basis. Further, while water quality impacts have the ability to compound when taking into account regional water basins, the Proposed Project as conditioned will require the Applicant to adhere to the mandatory Federal, State and local laws, ordinances, regulations, and water quality standards (which do not represent added mitigation measures but are required for all MRF/TS projects).

The Proposed Project, when considered with other projects in the same watershed, may result in cumulative impacts to surface and groundwater quality from increased surface impermeability and resultant runoff. Construction projects could result in increased erosion from exposed soil areas, which could contribute sediments into local drainage courses and other waterways. However, it is reasonably assumed that new construction associated with future projects will be required to meet federal, state, and local construction and operation standards at least as rigorous as those required at present. Thus, project impacts would be less than cumulatively considerable under CEQA. (2014 RDEIR, p. 3.13-17.)

J. LAND USE

Development of this site with the Proposed Project will not limit or enhance development of any of the cumulative projects identified. Implementation of mitigation measures identified for specific project actions on a case-by-case basis would also reduce potentially significant cumulative impacts to a less than significant level. Project-specific land use incompatibilities would be addressed in the individual project's CEQA review and implementation of mitigation measures.

In addition, because the post-development land use will be consistent with the City's and County's long-term goals, implementation of the Proposed Project in consideration of the cumulative projects would not have a significant cumulative impact on the surrounding area in terms of land use compatibility. (2014 RDEIR, p. 3.9-24.)

K. MINERAL RESOURCES

The Project has no impact on mineral resource accessibility, and therefore has no potential to contribute to cumulative impacts to mineral resources. (2014 RDEIR, p. 3.1-2.)

L. NOISE

Operational and traffic-related noise impacts would be considered significant and unavoidable; and therefore, they would contribute to a significant and unavoidable cumulative noise impact regardless of the absence of sensitive noise receptors at these locations. As listed above, numerous mitigation measures are imposed as conditions of approval, but no feasible mitigation measures have been identified that could reduce these impacts to less than significant. (2014 RDEIR, p. 3.10-37.)

M. POPULATION AND HOUSING

Development of this site with the Proposed Project will not limit or enhance development of any of the cumulative projects identified. Implementation of mitigation measures identified for specific project actions on a case-by-case basis would also

reduce potentially significant cumulative impacts to a less than significant level. Project-specific land use incompatibilities would be addressed in the individual project's CEQA review and implementation of mitigation measures. In addition, because the post-development land use will be consistent with the City's and County's long-term goals, implementation of the Proposed Project in consideration of the cumulative projects would not have a significant cumulative impact on the surrounding area in terms of land use compatibility. (2014 RDEIR, p. 3.9-24.)

N. PUBLIC SERVICES

The Proposed Project would not result in substantial demands for additional fire, police, schools, or parks and therefore would not incrementally contribute to potential cumulative impacts to local public services or utilities.

Implementation of the cumulative projects may increase the need for additional public services and utility systems. Potential impacts would be analyzed in a project-by project manner. It is anticipated that existing services would be adequate to serve these projects with the assumption that the projects pay the required City development fee(s), as necessary. For example, developers may be required to contribute fees based on the project's proportional demand for new infrastructure to support future demand for public services or utilities. The Proposed Project in combination with the cumulative projects would result in less than significant cumulative impacts to public services and utilities. (2014 RDEIR, p. 3.11-18.)

O. RECREATION

There is no residential or recreational component to the Proposed Project. The creation of new jobs within the City's (and region's) employment base would not be expected to result in adverse effects on either the provision of existing recreational services or facilities. The Proposed Project is not expected to result in population growth in the City or area and therefore, the Proposed Project does not have the potential to increase population in a manner that could substantially increase the use of, nor cause substantial physical deterioration of existing neighborhood and regional parks or recreational facilities. With no potential to increase population, and no increase to use of recreational facilities, the Proposed Project in combination with the cumulative projects would result in no significant impact. No cumulative impact would occur. (2014 RDEIR, p. 3.9-22.)

P. TRANSPORTATION/TRAFFIC

The Proposed Project is expected to contribute cumulative impacts to existing deficiencies or projected deficiencies. Neither Caltrans nor the State has adopted a fee

program that can ensure that locally-contributed impact fees will be tied to improvements to freeway mainlines, and only Caltrans has the jurisdiction over mainline improvements. Because Caltrans has exclusive control over state highway improvements, ensuring that fair share contributions to mainline improvements are actually part of a program tied to implementation of mitigation is within the jurisdiction of Caltrans. (2014 RDEIR, pp. 3.12-103 and -104.)

Q. UTILITIES AND SERVICE SYSTEMS

The Proposed Project is an urban infill project and all utilities and service systems are already available to connect to the site. Any increase in water and wastewater flow would be adequately handled by existing service providers through existing facilities. As an urban infill project on a previously developed site, no significant adverse effects on water or wastewater facilities or services would occur with Project implementation. Similarly, no cumulative impacts are expected to occur. (2014 RDEIR, pp. 3.11-13 and -14.)

SECTION 6: FINDINGS REGARDING SIGNIFICANT IRREVERSIBLE ENVIRONMENTAL CHANGES

According to Sections 15126(c) and 15126.2(c) of the State CEQA Guidelines, an EIR is required to address any significant irreversible environmental changes that would occur should the proposed Project be implemented. Generally, a project would result in significant irreversible environmental changes if any of the following would occur:

- The project would involve a large commitment of non-renewable resources;
- The primary and secondary impacts of the project would generally commit future generations to similar uses;
- The project involves uses in which irreversible damage could result from any potential environmental accidents; or
- The proposed consumption of resources are not justified.

The primary function of the MRF/TS is to promote recycling and potential re-use of discarded materials which may otherwise be permanently lost and take up space in a landfill. By receiving, sorting, and promoting the re-use of yard waste, construction & demolition waste, and regular household and commercial waste, a MRF/TS provides a significant environmental benefit in retrieving such materials which would otherwise become essentially irretrievable.

The Proposed Project will result in short-term and long-term consumption of resources including land, building materials, fuels, and electrical energy for site preparation and grading, construction of the facility and related on-site and off-site

improvements, and subsequent operation of the MRF and fueling station and convenience store. Except for the parcel of land to be utilized, consumption of these resources is not unique or significant, and will contribute to regional and local waste management goals that would otherwise be met with a similar facility or facilities at another location.

Therefore, no significant impacts relating to irreversible changes are anticipated. (RDEIR, pp. 4.0-3 and -4.)

SECTION 7: FINDINGS REGARDING GROWTH-INDUCING IMPACTS

Section 15126.2(d) of the State CEQA Guidelines requires an EIR to discuss the ways the proposed Project could foster economic or population growth or the construction of additional housing, directly or indirectly, in the surrounding environment. Growth-inducing impacts include the removal of obstacles to population growth (e.g., the expansion of a wastewater treatment plant allowing more development in a service area) and the development and construction of new service facilities that could significantly affect the environment individually or cumulatively. In addition, growth must not be assumed as beneficial, detrimental, or of little significance to the environment.

The goals and objectives of the Proposed Project are designed to: 1) comply with Assembly Bill 939 (AB 939) which requires every city and county in the State to divert at least 50 percent of wastes generated in their jurisdiction from going to a landfill; and 2) provide the regional need of a MRF/TS, as a service facilitator, in compliance with AB 939. Operations at the MRF/TS would consist of sorting, consolidating, and compacting received materials, and then re-loading all recyclable, composting, and solid waste material into transfer trucks for transport to additional processing and/or disposal facilities. As a primary function, a MRF/TS reduces the amount of solid waste material which is ultimately disposed of at a landfill.

The vacant site is currently zoned for Heavy Industrial use and is designated for commercial land use [now proposed for commercial/industrial land use] in fulfillment of the City's long-term economic development goals. The Project will add approximately 345 employees to the local and regional workforce. It is anticipated that prospective employees will come primarily from underemployed citizens from the City and surrounding communities, and therefore the new employment opportunities are not expected to induce substantial new population growth from outside the region. The Proposed Project does not remove any barriers to growth, and does not have characteristics that could induce growth locally or regionally. Therefore, potential growth inducing impacts are found to be less than significant. (2014 RDEIR, p. 4.0-2 and -3.)

SECTION 8: FINDINGS REGARDING ALTERNATIVES

A. PROJECT OBJECTIVES

The following are the objectives of the proposed project:

A. The Project will be a regional asset needed to address and implement a series of legislative measures over the years designed to both promote and mandate the time-certain reduction, recycling, and reuse of solid waste in California, including, but not limited to Assembly Bill 341 (Chapter 476, Statutes of 2011); Senate Bill 1016 (Chapter 343, Statutes of 2007); and Assembly Bill 939 (Chapter 1095, Statutes of 1989).

B. The City of Irwindale seeks long-term economic development that provides a range of employment opportunities to local citizens.

C. The City desires current and ongoing economic development of underutilized City-owned property, including lands that have been targeted for redevelopment.

D. The Project will facilitate the generation of additional property tax, utility user tax, and host fees for the City of Irwindale.

E. Assembly Bill 341 (2011) sets a 75% recycling goal for California by 2020; therefore, the City of Irwindale seeks to achieve and surpass waste reduction and diversion goals and mandates, by providing additional processing capacity to increase diversion for recyclable commodities from the mixed municipal waste stream, thereby reducing the consumption of landfill capacity and prolonging the operational period of the region's current permitted landfill capacity.

F. The Project will provide a state-of-the art waste processing and transfer facility that minimizes environmental impacts to the extent feasible.

G. The facility will be constructed at a location with nearby Interstate access for both ingress and egress and which minimizes the traffic on local streets, and on the regional transportation network.

H. The Project will provide a disposal outlet accessible to local waste haulers during non-peak traffic hours with a goal to reduce traffic loading to area roads during peak hours.

In addition, the applicant, Athens Services, has stated its project objectives for the Irwindale Materials Recovery Facility and Transfer Station as:

- Maximize the ability to receive, process and consolidate, for efficient transfer and disposal, municipal solid waste within the San Gabriel Valley; thereby reducing regional vehicle miles traveled by trash collection trucks to the maximum extent feasible.

- Implement a state-of-the-art fully enclosed MRF/TS within City limits that reduces environmental impacts through project design (including noise, odors and air emissions) and provides environmental benefits by facilitating consolidation of refuse loads and transfer to other regional landfill sites while diverting recyclable materials for transfer to recyclables processing facilities.

- Provide state-of-the-art recycling methods, cost-effective disposal, and MRF/TS services that will assist Los Angeles County and cities within the County to achieve local and state mandated waste diversion goals, including those set forth in the California Integrated Waste Management Act of 1989, and which further the Recycling and Waste/ High Recycling Recommended Actions contained within CARB's Climate Change Scoping Plan (2008).

- Provide expanded capacity to divert and process green and wood waste generated in the San Gabriel Valley in order to promote increased recycling of such materials, and diversion from landfills, consistent with the City, County, and State goals.

B. SIGNIFICANT AND UNAVOIDABLE IMPACTS

As identified above, the Project as proposed results in the following significant and unavoidable impacts, even after the incorporation of all feasible mitigation measures:

- **Air Quality**: Regional air quality impacts from Project operations, and contribution to cumulative impacts of criteria pollutants.

- **Noise**: Noise impacts for the adjacent commercial building to the west, and along Arrow Highway north of the Project site. Operational and traffic-related noise impacts would contribute to a significant and unavoidable cumulative noise impact.
- **Traffic**: Cumulative impacts to existing deficiencies or project deficiencies on the I-210 freeway mainline segments eastbound and westbound of the Irwindale Avenue on and off ramps, and the I-605 northbound off-ramp at Live Oak Avenue and the I-210 westbound off-ramp at Irwindale Avenue.

C. ALTERNATIVES CONSIDERED AND REJECTED DURING THE SCOPING/ PROJECT PLANNING PROCESS

Among the factors that are used to consider project alternatives for detailed consideration in an EIR are whether they would meet most of the basic Project objectives, be feasible, and whether they would avoid or substantially reduce the significant environmental impacts of the Project. (State CEQA Guidelines section 15126(c).)

The City reviewed seven (7) different locations for their potential siting of the Proposed Project. This list of potential alternative locations was initially considered by the City, but each location was later rejected as infeasible during the environmental review process based in part on not meeting some or all of the Project Objectives, as well as not reducing or avoiding potential impacts to a greater extent than the Proposed Project. Based on this, and consistent with the requirements of CEQA Guideline §15126.6(f)(2), all seven site alternatives were rejected from further consideration (refer to **Exhibits 5.0-1** through **5.0-7** on pages 5.0-10 – 5.0-16 of the 2014 RDEIR).

1. Reliance II Landfill - 15990 Foothill Boulevard

The Reliance II Landfill site was initially selected as an alternative location based on its proximity to the freeway system (less than 0.5 mile of Interstate 210) to address transportation/circulation and regional project needs, and for appropriate site acreage necessary for the operation of the proposed MRF/TS. However, this location was deemed as unsuitable due the timing of potential availability of the site, as landfill operations currently underway would not produce a development-ready site until at least 2019. This presents an unreasonable time delay with respect to the Proposed Project objectives, including AB 341 mandated reduction of waste volume.

2. Kincaid Pit North – APNs 8616-022-906 & 8616-022-91

The Kincaid Pit North was initially selected based upon proximity to the freeway system (less than 0.5 mile of Interstate 210) to address transportation/circulation and regional project needs, compatibility of surrounding land use, and the acreage necessary for operational needs of the Proposed Project. However, this site falls within the jurisdiction of both the City of Irwindale and the City of Azusa and has not yet undergone reclamation to allow for development of the site. Reclamation of this site will take many years, and reclamation planning to ensure proper backfill and compaction to support subsequent urban land development would require separate and independent environmental review. Finally, this site is severely constrained for access with a very narrow frontage on Irwindale Avenue between the west-bound Interstate 210 off-ramp and Foothill Boulevard offering no opportunity for efficient

ingress/egress of vehicles, particularly trucks. Access from Foothill Boulevard would involve acquisition of additional property and relocation of existing occupants.

3. Hanson Spancrete/Southern California Edison – 13131-13025 Los Angeles Street

The Hanson Spancrete/Southern California Edison site was initially selected based upon proximity to the freeway system (less than 0.25 mile of Interstate 605) to address transportation/circulation and regional project needs, and compatible surrounding land uses. The site is occupied with active businesses at present, and would require displacement and re-location of existing tenants, and was therefore deemed unsuitable. The Hanson Spancrete site has an existing long-term lease which would need to be bought out, the property purchased, and the existing tenant relocated. The Southern California Edison site would also need to be acquired and the use for the Edison storage facility relocated.

4. Nuway Landfill – APN 8532-002-034

The Nu-Way Landfill site was initially considered an option for an alternative site for the Proposed Project due to compatible surrounding land uses and proximity to the freeway system (adjacent to Interstate 605). However, the backfill at this site has not been properly engineered to support urban development and the operations of the Proposed Project. Possible remediation of the site would require many years and would not satisfy project objectives for timely serving regional waste reduction and management needs.

5. Sunburst Rock – 242 Live Oak Avenue

The Sunburst Rock site offers suitable land use compatibility and therefore was initially considered as an alternative location. However, several factors eliminate this site as a feasible option. Factors such as improper compaction [historical site of an open-pit mine], and the need to relocate the existing 40+ tenants of the contractor yard would deem this location infeasible due to the timing and expense of such an endeavor.

6. 706 - 873 Alpha Street

The location along Alpha Street originally was considered to be an alternative site option for the Proposed Project based on the acreage required to operate the Proposed Project; however, this location was determined to be unsuitable for several reasons. This location hosts 30 established businesses [auto

dismantling/wrecking yards] that would need to be relocated, unsuitable compaction (including the tire landfill underground), and adjacent residential land uses to the north and west; each of which make this location infeasible as an alternative location.

7. Gore Point/Triangle Parcel – APNs 8532-001-900 & 8532-001-004

The Gore Point/Triangle Parcel location appears to provide suitable acreage, compatibility with surrounding land uses, and proximity to the freeway system (within ½ mile of Interstate 605); however, there is a substantial grade differential between the two parcels which would require the building pad to be further reduced, or backfill of the Triangle Parcel as reclamation. Therefore, this location does not provide a suitable building pad since a portion of the site has not yet been backfilled and reclaimed, and the subsequent timing of potential availability of this site renders this location as infeasible.

Finding: The City Council rejects each of the alternative locations on the following grounds, each of which provides a full and independent justification for rejection of the alternative: (1) an alternative location is infeasible, given that no other similarly sized, vacant, industrially-zoned parcels exist in the vicinity; and (2) an alternative location is infeasible on grounds such locations would require physically infeasible remediation or engineering.

D. ALTERNATIVES SELECTED FOR ANALYSIS IN THE EIR

The following Project Alternatives were considered in detail in the and 2014 RDEIR. These alternatives are rejected for various reasons as set forth below.

1. Reduced Tonnage Capacity Alternative

Description: Under this alternative, to reduce air impacts related to the SCAQMD, the Proposed Project's capacity would be reduced to 4,500 tons per day, a 25 percent reduction from the Proposed Project capacity of 6,000 tons per day. The Reduced Tonnage Capacity Alternative is defined as a facility permitted for a daily maximum of 4,500 tons of municipal waste to be accepted, processed and transferred. Compared to the Proposed Project, this Alternative would have reduced traffic volumes, with attendant reductions in noise and air emissions. Development under this scenario assumes a slightly smaller building footprint as the Proposed Project and the same overall physical characteristics of the Proposed Project. Under this scenario, the project footprint is estimated to be reduced by approximately 10-15% rather than a corresponding 25% since some sizing parameters are related to efficient movement of materials and trucks into, through, and out of the facility that are not directly related to tonnage capacity.

Impacts: The Reduced Tonnage Alternative would result in lessened environmental impacts compared to the Proposed Project by reducing the total traffic volume and related air emissions and traffic noise. However, this alternative does not capture the full potential to recover materials from the local and regional waste stream prior to transfer and/or disposal, which will therefore need to occur at another site in the region. By comparison and for informational purposes, under the analysis from the first version of the 2014 DEIR, when it was assumed that only 50% of the trips to the MRF/TS would be new trips and thereby cut the total trips to the site in half (based on assumptions related to trips being relocated from other sites in the Air Basin rather than being totally new trips), the project needed to reduce the size of the project and the number of trips by another 56 percent to get to no air impacts from the Project. Further, given the efficiencies associated with the proposed project, if assuming that none of the Project's trips are new trips, the Reduced Tonnage Alternative would result in lost efficiencies, by keeping more trips associated with MRF facilities farther away from the local waste generating markets, and thereby requiring continued longer haul trips.

Objectives and Feasibility: The Reduced Tonnage Alternative would: 1) not feasibly attain the Proposed Project's objectives to serve as facilitator for regional compliance with Assembly Bill 341; 2) would only partially assist the City and applicant's goal for waste reduction and diversion goals and mandates, by providing additional processing capacity to increase diversion of recyclable commodities from the mixed municipal waste stream; and 3) provide a similar land development project as required for the construction and operation of the proposed MRF/TS.

Finding: The City Council rejects the Reduced Tonnage Alternative on the following grounds, each of which individually provides sufficient justification for rejection of this alternative: (1) the alternative fails to meet the basic project objective of facilitating regional compliance with Assembly Bill 341; (2) the alternative fails to assist the City in meeting is waste reduction and diversion goals and mandates; (3) the alternative fails to avoid most of the project's significant and unavoidable impacts; (4) the alternative would not reduce greenhouse gas emissions to same extent as the proposed Project. Therefore, the Reduced Tonnage Alternative is eliminated from further consideration.

2. Source-Separated MRF Alternative

Description: The Source-Separated MRF Alternative would involve the development of a facility that would only receive loads of materials that are source-separated, such as the common "three bin" collection programs in many cities. Such facilities are described as a "clean MRF". Development under this scenario assumes the same building footprint and overall physical change to the site as the Proposed Project. The Source-Separated MRF would have the same throughput (maximum 6,000 tons per day) as the Proposed Project.

The Project Applicant is not proposing a MRF that would exclusively handle source-separated materials. The applicant has indicated that there are limitations to a source-separated MRF that have resulted in the Proposed Project design of a mixed-waste facility. Some of the key advantages of the mixed-waste MRF include more flexibility for customers that have difficulty implementing on-site source separation such as multi-family complexes and commercial operations that do not have the physical space to do on-site source separation. These types of users (multi-family and commercial operations) account for a very large percentage of customers in the San Gabriel Valley and of Athens customers. The applicant's experience is that mixed-waste processing can be better than source separation due to several factors, including that source separation is only partially successful in mixed residential / commercial / industrial communities and materials need to be screened and sorted in any case. The Proposed Project will be able to handle incoming mixed-waste loads and also source separated loads.

While proponents for Source-Separated MRFs can cite many studies that indicate they are an advanced waste management option, the applicant indicates that their extensive experience in the Los Angeles Metropolitan area leads them to conclude that Mixed-Waste MRFs that can handle source-separated waste streams as well as mixed-waste streams is a preferred and highly efficient operational model. The applicant indicates that mixed-waste facilities have more flexibility in achieving high diversion rates, especially by being able to reduce materials from any type of collection system. CalRecycle does not require that MRFs be designed to be Source-Separation MRFs, acknowledging that they are not preferred in all communities.

Impacts: The Source-Separated MRF Alternative would result in similar environmental impacts compared to the Proposed Project. Total traffic volume and related air emissions and traffic noise are expected to be similar to the Proposed Project.

Objectives and Feasibility: This alternative would have reduced capabilities to sort mixed-waste streams that could be handled by the applicant such as multi-family and commercial facilities that do not have the option or space to provide on-site source separation.

Finding: The City Council rejects the Source Separated Alternative, on the following grounds, each of which individually provides sufficient justification for rejection of this alternative: (1) this alternative fails to meaningfully reduce the significant and unavoidable impacts of the proposed Project, and (2) this alternative meets the Project objectives to a lesser extent than the proposed Project. Therefore, the Source-Separated Alternative is eliminated from further consideration.

3. No Project Alternative

Description: The No Project Alternative does not preclude development of the site. Should another Applicant pursue development of the site for other purposes, additional environmental analysis would be warranted, as required by the City of Irwindale and in compliance with CEQA. Commercial uses that could be developed under the current General Plan and zoning designations would also be reasonably expected to generate temporary construction noise, and long-term employee and operational traffic, with related air emissions and noise, although the levels of these effects are too speculative to estimate for unknown uses.

Impacts: Under this Alternative, there would be no significant impacts to air quality, noise or traffic. However, the No Project Alternative also does not preclude development of a MRF/TS at another site; however, the San Gabriel Valley is substantially built-out and it is difficult to find a suitable site that could accommodate a +200,000 square-foot building, and with the attendant truck parking, circulation areas, and freeway access required for efficient operations.

Objectives and Feasibility: In comparison to the Proposed Project, this Alternative would not meet the City's objective for economic growth and local employment, and attaining the goals associated with AB 939 and AB 341 for the State, regional, and local need to reduce the amount of waste going to California landfills. As a primary function, a MRF/TS reduces the amount of solid waste material which is ultimately disposed of at a landfill.

Finding: The City Council rejects the No Project Alternative on the following grounds, each of which individually provides sufficient justification for rejection of this alternative: (1) the alternative may reduce, but does not avoid, the Project's significant and unavoidable impacts, (2) it is likely that the impacts reduced by the alternative will occur elsewhere given the demand for high-cube warehouse distribution uses; and (3) the alternative meets the Project objectives to a lesser extent than the proposed Project. Therefore, Alternative 3 is eliminated from further consideration.

E. ENVIRONMENTALLY SUPERIOR ALTERNATIVE

Section 15126.6(e)(2) of the State CEQA Guidelines indicates that an analysis of alternatives to a proposed Project shall identify an environmentally superior alternative among the alternatives evaluated in an EIR.

The No Project Alternative scenario is the no development scenario. Because of its no development option, the No Project Alternative would result in reduced environmental impacts when compared to the Proposed Project. This includes elimination of the Proposed Project's significant and unavoidable impacts to air emissions, noise and traffic. However, the No Project Alternative would not meet the Proposed Project's primary objectives of providing economic development for the City that provides a range of employment opportunities to local citizens; achievement of AB 341 waste reduction goals by providing a state-of-the-art waste processing and transfer facility; and for siting such a facility where it is accessible to local waste haulers during non-peak traffic hours; and that minimizes environmental impacts to the extent feasible with nearby access to the interstate road network.

Based on the analysis in the 2014 RDEIR, the Reduced Tonnage Alternative would be the environmentally superior alternative since it would have fewer environmental impacts when compared to the Proposed Project. However, it would not reduce any of the identified significant impacts of the Project to a less than significant level, and may increase the level of greenhouse gases emitted when compared against the proposed project. Additionally, this alternative would substantially reduce attainment of the City's goals for economic development and job growth associated with this project.

However, as determined above, the City Council rejects the Reduced Tonnage Alternative on the following grounds, each of which individually provides sufficient justification for rejection of this alternative: (1) the alternative fails to meet the basic project objective of facilitating regional compliance with Assembly Bill 341; (2) the alternative fails to assist the City in meeting its waste reduction and diversion goals and mandates; (3) the alternative fails to avoid most of the project's significant and unavoidable impacts; (4) the alternative would not reduce greenhouse gas emissions to the same extent as the proposed Project.

SECTION 8: STATEMENT OF OVERRIDING CONSIDERATIONS

Having reduced the adverse significant environmental effects of the Project to the extent feasible by adopting all reasonable and feasible mitigation measures, having considered the entire administrative record on the Project, and having weighed the benefits of the Project against its unavoidable adverse impacts after mitigation, each of the following social, economic and environmental benefits of the Project separately and individually outweigh the potential unavoidable adverse impacts and render those potential adverse environmental impacts acceptable based upon the following overriding considerations:

A. The Project will be a regional asset needed to address and implement a series of legislative measures over the years designed to both promote and mandate the time-certain reduction, recycling, and reuse of solid waste in California, including, but

not limited to Assembly Bill 341 (Chapter 476, Statutes of 2011); Senate Bill 1016 (Chapter 343, Statutes of 2007); and Assembly Bill 939 (Chapter 1095, Statutes of 1989).

B. The City desires current and ongoing economic development of underutilized City-owned property, including lands that have been targeted for redevelopment. The Project Site was identified in the Economic Strategic Plan (adopted 10/12/11) as a Priority Near-Term Development Site in that the site is/has:

- Easy access to Arrow Highway, Live Oak Avenue and the 605 Freeway;
- Suitability for industrial use with compatible surrounding uses;
- A large parcel that allows single-user development or multiple smaller development.

C. The City of Irwindale seeks long-term economic development that provides a range of employment opportunities to local citizens. The Proposed Project provides:

- Construction related activities of the Project that will create job opportunities in the City of Irwindale and adjacent cities; and
- Long-term Project operations that will create job opportunities in the City of Irwindale and adjacent cities.

D. The Project will facilitate the generation of additional property tax, utility user tax, and host fees for the City of Irwindale.

E. Assembly Bill 341 (2011) sets a 75% recycling goal for California by 2020; therefore, the City of Irwindale seeks to achieve and surpass waste reduction and diversion goals and mandates, by providing additional processing capacity to increase diversion for recyclable commodities from the mixed municipal waste stream, thereby reducing the consumption of landfill capacity and prolonging the operational period of the region's current permitted landfill capacity.

F. The Project will provide a state-of-the-art waste processing and transfer facility that reduces environmental impacts to the extent feasible through the imposition of the mitigation measures. The proposed MRF/TS includes a fully enclosed building with interior designed to provide separate areas to receive, process and transfer municipal solid waste, green waste, construction and demolition materials, and waste hauled in by selfhaulers. Project design promotes compatibility with adjacent land uses, modern, energy efficient sustainable project design and infill development consistent with the City's General Plan.

G. The facility will be constructed at a location with nearby Interstate access for both ingress and egress and which minimizes the traffic on local streets, and

on the regional transportation network. With direct access to I-210 and I-605 via City of Irwindale designated regional collector streets, the Proposed Project's truck traffic avoids use of or impacts to local streets in either the City of Irwindale or the City of Baldwin Park.

H. The Project will provide a disposal outlet accessible to local waste haulers during non-peak traffic hours with a goal to reduce traffic loading to area roads during peak hours. This is one of the stated Goals and Objectives of the Applicant as set forth in the Project Description and will be accomplished with defined hours of operations accessible to local haulers.

Further, the Project meets the following objectives and goals of the 2020 General Plan:

1. **Community Development Element Policy 10.** The City of Irwindale will promote development that will benefit the community as a whole in terms of both jobs and revenue generation.

   This policy is supported by the City's stated goals and objectives for the proposed MRF/TS project that:

   - The City of Irwindale seeks long-term economic development that provides a range of employment opportunities to local citizens.
   - The City desires current and ongoing economic development of underutilized City-owned property, including lands that have been targeted for redevelopment.
   - The Project will facilitate the generation of additional property tax, utility user tax, and host fees for the City of Irwindale.

2. **Community Development Element 12.** The City of Irwindale will continue to promote quality design in the review and approval of commercial and industrial development through the application of the commercial and industrial design guidelines.

   This policy is supported by the City's stated goals and objectives for the proposed MRF/TS project that:

   - The Project will provide a state-of-the-art waste processing and transfer facility that minimizes environmental impacts to the extent feasible.
   - The facility will be constructed at a location with nearby Interstate access for both ingress and egress and which minimizes the traffic on local streets, and on the regional transportation network.

It is further supported by the Applicants' stated intent that the Proposed Project will be a state-of-the-art facility:

- Implement a state-of-the-art fully enclosed MRF/TS within City limits that reduces environmental impacts through project design (including noise, odors and air emissions) and provides environmental benefits by facilitating consolidation of refuse loads and transfer to other regional landfill sites while diverting recyclable materials for transfer to recyclables processing facilities.
- Provide state-of-the-art recycling methods, cost-effective disposal, and MRF/TS services that will assist Los Angeles County and cities within the County to achieve local and state mandated waste diversion goals, including those set forth in the California Integrated Waste Management Act of 1989, and which further the Recycling and Waste/ High Recycling Recommended Actions contained within CARB's Climate Change Scoping Plan (2008).

3. **Community Development Element Policy 13.** The City of Irwindale will continue to employ a design theme in the review of future commercial and industrial development and in the rehabilitation of existing commercial and industrial uses.

   This policy is supported by the City's stated goals and objectives for the proposed MRF/TS project that:

   - The City desires current and ongoing economic development of underutilized City-owned property, including lands that have been targeted for redevelopment.

   And project design features that include:

   - The exterior design of the facility buildings would be consistent with the City's Commercial and Industrial Design Guidelines, including varying parapet heights, vertical tower elements, arcades, arched entry structures, and deeply recessed exterior fenestrations. As designed, the parapet walls will vary in design height ranging from 30-51 feet and allow for a maximum of 64 feet at the top of the pitched roof (tower elements). Proposed exterior materials include varying plaster colors consistent with the Design Guidelines, wrought iron and decorative tile accents, accentuated building cornices, and plaster building ornaments to create a "village" of buildings that cohesively work together under a single architectural theme.

- All buildings would be constructed from steel for primary and secondary framing elements. The exterior walls would be light gauge frame with plaster finish. A metal "cool" roof is proposed for the majority of the roofing areas in conjunction with the decorative roof tile accents on the tower elements; (a "cool" roof reflects and emits the sun's heat back to the sky instead of transferring it to the building below thereby reducing energy costs). The Loadout Area tunnel, associated ramps, and all operational areas would be poured concrete slab.
- Landscaping would be developed to screen the site perimeter and throughout the MRF/TS facility with particular focus on the public view areas. In addition, a decorative concrete block wall would be constructed with wrought iron gates at facility access points. The site would have secured perimeter fencing and/ or a block wall along the entire property boundary. Landscaping would cover approximately 13% of the site.

4. **Community Development Element Policy 15.** The City of Irwindale will continue to work towards improving the appearance of the City entryways.

   This policy is supported by the City's coordination with the Applicant to redesign the proposed Project in its current configuration included as the Project Description (and developed in part based upon comments received by the City of Baldwin Park residents during the public scoping phase of the Proposed Project) that the Proposed Project site layout, building orientation, and ingress and egress locations were specifically modified to direct both construction and operational traffic away from the intersection of Live Oak Avenue and Baldwin Park Boulevard. This was done to ensure that traffic from the Proposed Project is routed away from this intersection to minimize effects on residences south of the Live Oak Avenue industrial corridor in the City of Baldwin Park, and the Margaret Heath elementary school located approximately 1,370 feet south of Live Oak Avenue on the east side of Baldwin Park Boulevard.

Given the above, the Council has weighed the economic, legal, social, technological, and other benefits of the Project against the significant and unavoidable impacts of the Project identified in the FEIR. Based upon the above, the Council hereby determines that those benefits outweigh the risks and potentially adverse environmental impacts of the Project, and further determines that the Project's significant and unavoidable impacts are acceptable.

Accordingly, the Council adopts this Statement of Overriding Considerations, recognizing that significant and unavoidable impacts will result from implementation of the Project. Having (i) adopted all feasible mitigation measures; (ii) considered and rejected alternatives to the Project; and (iii) recognized the significant unavoidable

impacts of the Project; the Council hereby finds that each of the separate benefits of the Project, as stated above, individually warrants approval of the Project and outweighs and overrides its significant and unavoidable impacts, and thereby justifies the approval of the Project.

EXHIBIT B

MITIGATION MONITORING AND REPORTING PROGRAM

2020 Mitigation Monitoring and Reporting Program

State CEQA Guideline §15097 directs the Lead Agency, the City of Irwindale, to adopt a program for monitoring or reporting on the revisions which it has required in the project and the measures it has imposed to mitigate or avoid significant environmental effects. This Mitigation Monitoring and Reporting Program (MMRP) is required as a condition of approval by the City of Irwindale order to ensure that the mitigation measures and project revisions identified in the EIR are implemented. The MMRP will be monitored by various departments of the City of Irwindale. This MMRP includes the mitigation as identified in the Final EIR; and those which are required to address the potential environmental impacts associated with implementation of the proposed project. CEQA (Public Resources Code Section 21081.6 (a) (1)).

State CEQA Guidelines §15370 defines "mitigation" as:

- Avoiding the impact completely by not taking a certain action or parts of an action;
- Minimizing the impact by limiting the degree or magnitude of the action and its implementation;
- Rectifying the impact by repairing, rehabilitating, or restoring the affected environment;
- Reducing or eliminating the impact over time by preservation and maintenance operations, during the life of the action;
- Compensating for the impact by replacing or providing substitute resources or environments.

Note: Authority cited: Section 21083, Public Resources Code; Reference: Sections 21002, 21002.1, 21081, and 21100(c), Public Resources Code.

In addition to mitigation measures ("MM"), the *Irwindale Materials Recovery Facility and Transfer Station Project* is required to comply with project design features ("PDF"). PDFs are designed during the initial planning phase and are incorporated into the physical design of a project. PDFs have been introduced by either the Applicant or the Lead Agency as a way to reduce an anticipated effect. This mitigation program incorporates both MMs and PDFs. All direct and indirect impacts that can be avoided or reduced to less than significant levels by the mitigation program are discussed in the EIR. The mitigation program serves as a means to reduce or avoid any identified potentially significant adverse impacts from implementation of the Proposed Project.

Refer to **Table 1 Irwindale Materials Recovery Facility and Transfer Station Project 2020 Final EIR, 2020 Mitigation Monitoring and Reporting Program.**

Table 1
Irwindale Materials Recovery Facility and Transfer Station Project EIR
2020 Mitigation Monitoring and Reporting Program

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
AIR QUALITY / GREENHOUSE GASES / ODORS / HEALTH RISK ASSESSMENT				
MM AQ-1	**Dust Control / SCAQMD Rules 402 and 403** In order to offset potential impacts that could occur without compliance with Rules 402 and 403, the City shall ensure the Proposed Project adheres to the provisions of SCAQMD Rules 402 and 403 regarding construction-related fugitive dust control by implementing a dust control program pursuant to the provisions of SCAQMD Rules 402 and 403. The Applicant shall ensure that contractors implement a fugitive dust control program pursuant to the provisions of SCAQMD Rules 402 and 403. This program shall include, but not limited to the following: • Prior to issuance of any grading permit, the City Engineer and Senior Building Inspector shall confirm that the grading plan and building plans stipulate that, in compliance with SCAQMD Rule 403, fugitive dust shall be controlled by the applicable best available control measures listed in Table 1 of Rule 403.	Athens Services / City of Irwindale City Engineer and Senior Building Inspector; to be observed during twice yearly inspections	Prior to issuance of grading permit	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
	• Water or a stabilizing agent shall be applied at least three times daily, preferably in the mid-morning, afternoon, and after work is done for the day, to exposed surfaces including graded and disturbed areas in sufficient quantity to prevent generation of dust plumes. • Track-out shall not extend 25 feet or more from an active operation and track-out shall be removed at the conclusion of each workday. The contractor shall use a gravel apron, 25 feet long by road width, or a pipe-grid track-out control device to reduce mud/dirt track-out from active operations and unpaved truck exit routes. • A wheel washing system shall be installed and used to remove bulk material from tires and vehicle undercarriages before vehicles exit the project site. • All trucks hauling dirt, sand, soil, or other loose materials are to be tarped with a fabric cover and maintain a freeboard height of 12 inches. • Traffic speeds on unpaved roads shall be limited to 15 miles per hour.			

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
	• Operations on unpaved surfaces shall be suspended when winds exceed 25 miles per hour. • On-site stock piles shall be covered or watered at least twice per day. • The Applicant shall use street sweepers (using reclaimed water if available) that comply with SCAQMD Rules 1186 and 1186.1.			
MM AQ-2	**Construction Equipment** The Applicant shall ensure that construction equipment is properly tuned and maintained in accordance with manufacturer's specifications to ensure minimum emissions under normal operations.	Construction Contractor, reporting to City of Irwindale City Engineer	Construction	
MM AQ-3	**Electricity** Electricity from power poles rather than temporary diesel- or gasoline-powered generators shall be used, where available.	Athens Services; subject to the review and approval of City of Irwindale Building Inspector	Construction	
MM AQ-4	**Diesel Trucks** Heavy-duty diesel trucks shall be properly tuned and maintained to manufacturers' specifications to ensure minimum emissions under normal operations.	Athens Services; reporting to City of Irwindale City Engineer annually	Life of Project	

2020 Mitigation Monitoring and Reporting Program

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM AQ-5	**Smog Alerts** Heavy equipment operations shall be discontinued during first and second stage smog alerts.	Athens Services / City of Irwindale Code Enforcement to inspect site in the event of a smog alert.	Life of Project	
MM AQ-6	**Construction Equipment** The use of 2010 model or newer construction equipment shall be required, where feasible.	Construction Contractor / City of Irwindale Code Enforcement	Construction	
MM AQ-7	**Construction Equipment** Older (prior to 2010 model year) construction equipment shall be retrofitted with appropriate emission control devices (Tier 2 or better) prior to onsite use.	Construction Contractor / City of Irwindale Code Enforcement	Construction	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM AQ-8	**Heavy Duty Equipment** Prior to commencement of operations, the Applicant shall develop a plan demonstrating that the off-road equipment (more than 50 horsepower) to be used in the construction project (i.e., owned, leased, and subcontractor vehicles) would achieve a project wide fleet-average 20 percent NO_x reduction and 85 percent PM reduction compared to the most recent CARB fleet average (i.e., Tier 2 equipment or better). Acceptable options for reducing emissions include the use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, add-on devices such as particulate filters, and/or other options as such are available.	Athens Services and City of Irwindale Senior Building Inspector	Construction	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM AQ-9	**Truck Idling** All construction vehicles, both on- and off-site, and construction equipment idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations). The construction contractor shall post visible signage within construction equipment operator components notifying equipment operators of the prohibiting against idling in excess of five minutes. The construction contractor shall provide awareness training to equipment operators regarding idling limits.	Athens Services and City of Irwindale Senior Building Inspector	Construction	
MM AQ-10	**Paint** Contractors shall use varying-pressure-low-volume paint applicators or other application techniques with equivalent or higher transfer efficiency.	Athens Services and City of Irwindale Senior Building Inspector	Construction	
MM AQ-11	**Paint** Use super compliant VOC (and ROG) coatings for all architectural applications. (Rule 1113 of the SCAQMD established a schedule of VOC limits for architectural coatings. However, many manufacturers have reformulated their coatings to levels well below these limits. These are referred to as "Super-Compliant" and contain less than 10 grams of VOC per liter.)	Athens Services and City of Irwindale Senior Building Inspector	Construction	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM AQ-12	**Fueling Station** Applicant shall properly maintain ROG emission control devices within the gasoline dispensing station pursuant to SCAQMD Rule 461.	Athens Services and City of Irwindale Senior Building Inspector City of Irwindale to observe during twice yearly inspections	Life of Project	
MM AQ-13	**Fueling Station** All gasoline dispensing facilities shall meet the requirements of SCAQMD's Rule 461 to limit ROG emissions from gasoline dispensing facilities, including but not limited to using CARB-certified vapor recovery systems and spill boxes and periodic testing of the equipment.	Athens Services and City of Irwindale Senior Building Inspector to observe during twice yearly inspections	Life of Project	
MM AQ-14	**Heavy Duty Diesel Trucks** Heavy-duty diesel trucks shall be properly tuned and maintained to manufacturers' specifications to ensure minimum emissions under normal operations.	Athens Services and City of Irwindale Senior Building Inspector to observe during twice yearly inspections	Life of Project	
MM AQ-15	**Transfer Trucks** The use of 2010 model or newer transfer trucks shall be required whenever older vehicles are replaced or upgraded, per SCAQMD Rule 1193.	Athens Services and City of Irwindale Senior Building Inspector to observe during twice yearly inspections	Life of Project	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM AQ-16	**Transfer Trucks** At project start, all heavy duty trucks entering the property must meet or exceed 2010 engine emission standards specified in California Code of Regulations Title 13, Article 4.5, Chapter 1, Section 2025.	Athens Services and City of Irwindale Senior Building Inspector to observe during twice yearly inspections	Life of Project	
MM AQ-17	**Off –Road Heavy Duty Equipment** The Project Applicant shall require all on-site off-road heavy-duty equipment (loaders, excavators, skid steer) to meet USEPA Tier 3 emissions standards (or Tier 4 emission standards, based on availability at the initiation of the Project)[1]. These on-site off-road construction equipment used in operation of the Project shall be outfitted with the BACT devices certified by CARB. Any emissions control device used by the applicant shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. A copy of the certified tier specification for each piece of heavy-duty equipment, BACT documentation, and CARB or SCAQMD operating permit shall be provided to the City prior to operation of the Project.	Athens Services and City of Irwindale Senior Building Inspector	Prior to the operational phase	

[1] The first federal standards (Tier 1) for new nonroad (or off-road) diesel engines were adopted in 1994 for engines over 37 kW (50 hp), to be phased-in from 1996 to 2000. In 1998, the USEPA signed the final rule introducing Tier 1 standards for equipment under 37 kW (50 hp) and increasingly more stringent Tier 2 and Tier 3 standards for all equipment with phase-in schedules from 2000 to 2008. The Tier 1-3 standards are met through advanced engine design, with no or only limited use of exhaust gas after treatment (oxidation catalysts). Tier 3 standards for NOx+HC are similar in stringency to the 2004 standards for highway engines. In 2004, the USEPA signed the final rule introducing Tier 4 emission standards, which are to be phased-in over the period of 2008 to 2015. The Tier 4 standards require that emissions of PM and NOx be further reduced by about 90 percent. Tier 2 engines reduce NOx emissions by approximately 37 percent compared to Tier 1 engines, while Tier 3 engines achieve a 62 percent reduction in NOx-HC emissions.

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM AQ-18	**Diesel Trucks Idling Times** All diesel truck operators shall strictly abide by the applicable State law requirements for idling, as described in the Airborne Toxic Control Measure (CCR, Title 13, Section 2485), which limits vehicles with gross vehicular weight ratings of more than 10,000 pounds to no more than five minutes of idling of the primary engine or the diesel-fueled auxiliary power system at any location. Trucks engaging in unloading at the Project site and load weighing/financial transactions at the scale house shall be prohibited from idling in excess of five minutes. Visible signage notifying truck operators of idling limits shall be posted near all site entrances. In the event third party collection haulers were required, all diesel truck operators that use the facility would be encouraged, and if reasonably possible by Athens to require contractually, to apply in good faith for funding from an established CARB or SCAQMD funding program to either retrofit or replace engines that are older than 2007 model year.	Athens Services and City of Irwindale Senior Building Inspector to observe during twice yearly inspections	Life of Project	
MM AQ-19	**Odor Control** Applicant shall minimize odors during operation of the MRF/TS by properly maintaining design features and equipment designed to reduce and eliminate odors and pursuant to provisions of SCAQMD Rule 410.	Athens Services and City of Irwindale Senior Building Inspector to observe during twice yearly inspections	Life of Project	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM AQ-20	**Odor Control** On-Site Management Plan No. 3; Athens Services Odor Control Program shall include a requirement that any and all odor complaints shall be referred directly to the City of Irwindale Community Development Department Code Enforcement Division. Odor complaints shall be substantiated by the City as follows: a. Inspection and confirmation by Code Enforcement Division Staff; and/or b. Inspection and confirmation by the SCAQMD; and/or c. A qualified consultant, as determined and selected by the City, will be retained to collect samples to quantify odor intensity using a Nasal Ranger or other comparable instrument. Such consultant shall be retained by the City at the sole expense of the Applicant. Facility representatives shall conduct an odor survey as soon as practical, but not to exceed 2 hours after receiving an odor complaint or notification from the SCAQMD or the LEA. Upon substantiation of an odor complaint, Applicant shall meet with the City within 48 hours to determine actions to remedy the odor complaint. A detailed action plan shall be prepared within 24 hours of the meeting identifying the steps to be taken to remedy the issue. All remedies shall be at	Athens Services and City of Irwindale Senior Building Inspector to observe during twice yearly inspections	Life of Project	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
	the sole expense of the Applicant and shall be implemented / installed as soon as feasible.			
MM AQ-21	**Odor Control** As a means to address public concerns and complaints regarding odors, the Project Applicant shall publicly post the SCAQMD odor complaint phone number [1-800-CUT-SMOG (1-800-288-7664)] and website address on signs that are visible from the street at all entrances to the MRF/TS facility. (http://www.aqmd.gov/complain/reporting_aq_problems.html)	Athens Services	Life of Project	
BIOLOGY				
MM BIO-1	**Pre-Construction Survey** The Applicant shall comply with the regulatory requirements of the federal Migratory Bird Treaty Act and California Fish and Game Codes §3503, §3503.5, and §3513 regarding Proposed Project grading and construction activities. *Pre-construction Surveys for Nesting Birds* The Applicant shall implement the following protective measures to ensure implementation of the Migratory Bird Treaty Act and compliance with State regulations during construction. To the extent feasible, the Applicant and/or the construction contractor(s) shall trim/remove all vegetation/tree limbs necessary for Proposed Project construction between September 1 and January 31. Should construction activities or	Athens Services / Qualified Biologist selected and overseen by City of Irwindale	Prior to initial grading permit	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
	vegetation removal commence between February 1 to August 31, pre-construction surveys for nesting birds shall be conducted for any affected tree(s) located within the public right of way by a qualified biologist to ensure that no active nests would be disturbed during project implementation. A preconstruction survey shall be conducted no more than 14 days prior to the initiation of demolition/construction activities. During this survey, the qualified person shall inspect the street trees located within the public right of way and areas immediately adjacent to the project site for nests. If an active nest is found close enough to the construction area to be disturbed by these activities, the qualified biologist, in consultation with the CDFW, shall determine the extent of a construction-free buffer zone to be established around the nest until the young have fledged.			
CULTURAL RESOURCES				
MM CR-1	**Native American Monitor** The Applicant and City shall consult with the Gabrieleño Band of Mission Indian Tribe, prior to on-site earthwork activities, to invite a Native American Monitor at the project site for the excavation and ground disturbance activities.	Athens Services / City of Irwindale Senior Planner / Gabrieleño Band of Mission Indian Tribe	Prior to earthwork	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM CR-2	**Archaeological Resources** In the event any previously undetected archaeological resources are encountered during project construction, all excavation and ground disturbance activities shall cease and a qualified archaeologist will be contacted within 24 hours to evaluate the nature and significance of any such discoveries. If a discovery proves to be significant, additional work (such as data recovery excavation) may be warranted. Work may be resumed with approval of the attending archeologist and City Staff. Further, should unforeseen artifacts become uncovered during site grading, the Applicant would be required to adhere to all City and State of California procedures, including Section 21083.2(i) of the CEQA Statutes and Section 15064.5 of the CEQA Guidelines regarding stoppage of work, handling of discovered materials, and notification of proper authorities to ensure that the construction/operation of the MRF/TS project would not have an adverse effect on cultural resources.	Athens Services / City of Irwindale Senior Planner / City-approved qualified archeologist	Life of Project	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM CR-3	**Paleontological / Geological Resources** In the event that any unknown (remaining) paleontological or geological resources are encountered during project implementation, the Applicant shall cease earthwork immediately and contact a qualified paleontologist or geologist within 24-hours to evaluate the nature and significance of any such discoveries. Work may be resumed with approval of the attending archeologist and City Staff.	Athens Services / City of Irwindale Senior Planner / City-approved qualified paleontologist or geologist	Life of Project	
MM CR-4	**Human Remains** If human remains are discovered during project activities, the City of Irwindale Planning Department and the Los Angeles County Coroner's office shall be notified within 24 hours under state law (California Health and Safety Code § 7050.5) and all activities in the immediate area of the find shall cease until appropriate and lawful measures have been taken. If the Coroner determines that the remains are Native American, the NAHC shall also be contacted (California Public Resources Code § 5097.98). In accordance with Section 5097.98 of the *California Public Resources Code,* the NAHC shall designate a Most Likely Descendent, who may make recommendations concerning the disposition of the remains in consultation with the City and the project archaeologist.	Athens Services / City of Irwindale Senior Planner	Life of Project	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
GEOLOGY				
PDF GEO-1	**Geotechnical Report** The Applicant shall have a California Registered Geotechnical Engineer prepare a site-specific Report to the satisfaction of the City Engineer prior to issuance of the grading permit. This report will be undertaken in accordance with the CGS Guidelines for Evaluating and Mitigating Seismic Hazards in California. This report will provide design specification to assure the Proposed Project is developed within accepted federal, State, and local laws, regulations, and guidelines.	Athens Services / City of Irwindale Engineer	Prior to issuance of a grading permit	
MM WQ-1	**Construction SWPPPs and BMPs** The Applicant shall comply with the project-specific National Pollutant Discharge Elimination System (NPDES) Permit requirements (such as the Storm Water Pollution Prevention Plans (SWPPPs) and Best Management Practices (BMPs) including: limiting construction access routes and stabilizing access points; staking/marking construction limits; protection of cut and fill surfaces from sheet, rill and gully erosion; stabilizing temporarily denuded areas with seeding, mulching, jute netting, hay bales and silt fences or other methods; designating specific areas for the stockpiling, handling, preparation and disposal of construction materials; quickly establishing groundcover and landscaping of areas designated to remain pervious; and/or waste material and litter control to prevent blockage of existing drainages).	Athens Services / City of Irwindale Engineer	Prior to issuance of a grading permit	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
HAZARDS AND HAZARDOUS MATERIALS				
PDF HAZ-1	**Safety Committee** The Applicant shall form a Safety Committee and include a minimum of one (1) City Staff personnel as a participating member. The Safety Committee shall function with two roles. One function will be to annually review the *On-Site Management Plans*. The second function will include monthly review of the MRF/TS Daily Operational Report for waste stream capacity review. On-Site Management Plans The purpose of the annual review shall be to confirm or update the standard of practice for the management plans. The review will include utilizing information obtained from operational records, vendors, and suggestions from insurance companies. MRF/TS Operational Report The purpose of the monthly review shall be to ensure compliance with the 6,000 tons per day (maximum).	Athens Services / City of Irwindale Engineer	Life of Project	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
PDF HAZ-2	On-Site Management Plans The Applicant shall prepare and have approved by the City On-Site Management Plans. Any and all future amendments to these management plans must be approved by the City. These plans include: 1) Litter Prevention and Control Plan; 2) Pest Control Plan; 3) Odor Control Plan; 4) Noise Control Plan; 5) Hazardous Materials Exclusion and Management Plan; 6) Fire Prevention, Control and Mitigation Plan; 7) Emergency Action Plan; and 8) Emergency Response Training Plan	Athens Services / City of Irwindale Engineer	Life of Project	
NOISE				
MM N-1	**Ambient Noise** Prior to construction, the construction contractor shall obtain authorization from Irwindale's building inspector to exceed the ambient base noise level by more than five (5) dBA during construction activities at the property boundary for industrial zoned land use.	Athens Services / City of Irwindale Building Inspector	Prior to construction	
MM N-2	**Construction Hours of Operation** The construction contractor shall limit all construction activities from 7 a.m. to 7 p.m. Monday through Saturday. No construction activity shall be conducted on Sundays or during legal holidays.	City of Irwindale Building Inspector	During construction	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM N-3	**Soundwall** The construction contractor shall construct the soundwall around the site perimeter during the initial construction phase to establish the means for noise reduction during subsequent construction and operations. In the event that the soundwall is not constructed prior to construction of the buildings, a temporary sound barrier or curtain shall be used as a temporary measure to reduce noise impacts (by at least 5 decibels) until the soundwall can be constructed.	Athens Services / City of Irwindale Building Inspector	Initial construction phase [within first 30 days]	
MM N-4	**Haul Route** The construction contractor shall operate and maintain a City-approved haul truck traffic route restricted to major traffic arteries, and prohibited from using Baldwin Park Boulevard south of Live Oak Avenue.	Athens Services, subject to review and approval of City Engineer	Prior to construction	
MM N-5	**Construction Equipment** The construction contractor shall provide construction equipment equipped, operated, and maintained with manufacturer recommended mufflers or the equivalent. The construction contractor shall locate staging and delivery areas as far as feasible from sensitive land uses or adjacent occupied buildings and schedule deliveries during daytime hours when residential areas south of the project site are less susceptible to annoyance from outside noise.	Athens Services / City of Irwindale Building Inspector	During construction	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM N-6	**Idling Time** The construction contractor shall post rules visible to drivers that require turning-off construction equipment when not in operation (for more than 5 minutes). The construction contractor shall shield stationary equipment operating under full power for more than 60 minutes that would otherwise not be shielded by the perimeter soundwall.	Athens Services / City of Irwindale Building Inspector	During construction	
MM N-7	**Ambient Noise** The Applicant shall implement all of the following: • For the western/southwestern property boundary (for approximately the first 450 feet of the property boundary north of Live Oak Avenue), the Applicant shall construct the 8-foot perimeter masonry soundwall on top of a two-foot berm so that the effective height of the soundwall would be 10 feet (with the exception that the berm is not required to be constructed on any utility easements). • The Applicant shall modify nighttime operations (10 p.m. – 7 a.m.) that result in verified noise complaints to eliminate objectionable noise during the nighttime hours. The applicant shall notify the City of any noise complaints received within 24 hours of receiving the complaint and	Athens Services / City of Irwindale Building Inspector and Senior Engineer	During construction	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
	provide a proposed amendment to the On-Site Management Plans to demonstrate a reduction in ambient noise within one (1) week, subject to review and approval of the City upon a finding that the amendment will result in compliance with adopted noise standards of the City of Irwindale and the City of Baldwin Park. • The Applicant shall obtain authorization by permit from the City to exceed ambient noise levels from facility operations on the western/northwestern boundary and the southern boundary (for 5 a.m. to 7 a.m.) pursuant to IMC Section 9.28.120. If the applicant does not obtain authorization by permit to exceed noise levels, the applicant will be required to modify operations to reduce noise levels between 5 a.m. to 7 a.m. to 65 dBA.			

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
TRAFFIC				
MM T-1	**Off-Site Improvement** To mitigate potential traffic impacts at I-605 NB Off-Ramp (NS) / Live Oak Avenue (EW)(#8), the developer will be required to construct or fund the following improvement: • Install a traffic signal. • Construct a 2nd northbound right turn lane. • Provide a 3rd westbound through lane by modifying the existing raised median. This will also provide additional queuing storage for the westbound left turn lane at the intersection of I-605 SB On-Ramp (NS) / Live Oak Avenue (EW).	Athens Services, subject to review and approval of City Engineer and Senior Building Inspector and Caltrans		
MM T-2	**Off-Site Improvement** To mitigate potential traffic impacts to I-605 SB Off-Ramp (NS) / Arrow Highway (EW)(#3), the developer will be required to construct or fund the following improvements: • Construct a 2nd southbound left turn lane.	Athens Services, subject to review and approval of City Engineer and Senior Building Inspector and Caltrans		

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM T-3	**Off-Site Improvement** To mitigate potential traffic impacts to Arrow Highway (NS) / Driveway 1 (EW), the Applicant shall be required to do the following: Prior to commencement of operations, the Applicant shall install a traffic signal and construct the intersection with the following geometrics: • Northbound Approach: One left turn lane (two way turn lane) and two through lanes. • Southbound Approach: Two through lanes and one right turn lane. • Eastbound Approach: One left turn lane and one right turn lane. • Westbound Approach: N/A	Athens Services, subject to review and approval of City Engineer and Senior Building Inspector and Caltrans	Prior to commencement of operations	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM T-4	**Off-Site Improvement** To mitigate potential traffic impacts to Arrow Highway (NS) / Driveway 2 (EW), the Applicant shall be required to do the following: Prior to commencement of operations, the Applicant shall install a stop control on the eastbound approach and construct the intersection with the following geometrics: • Northbound Approach: One left turn lane (two way turn lane) and two through lanes. • Southbound Approach: Two through lanes and one right turn lane. • Eastbound Approach: One shared left turn and right turn lane. • Westbound Approach: N/A	Athens Services, subject to review and approval of City Engineer and Senior Building Inspector and Caltrans	Prior to commencement of operations	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM T-5	**Off-Site Improvement** To mitigate the potential impact to Driveway 3 – Baldwin Park Boulevard (NS) / Live Oak Avenue (EW), the Applicant shall be required to do the following: Prior to commencement of operations, the Applicant shall modify traffic signal to include Project Driveway 3 (north leg) and construct the intersection with the following geometrics: • Northbound Approach: Two left turn lanes and one shared through-right turn lane. • Southbound Approach: One left turn lane and one shared through-right turn lane. • Eastbound Approach: One left turn lane (100-foot pocket length), two through lanes, and one defacto right turn lane. • Westbound Approach: One left turn lane, two through lanes, and one right turn lane.	Athens Services, subject to review and approval of City Engineer and Senior Building Inspector and Caltrans	Prior to commencement of operations	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM T-6	*Arrow Highway (NS) / Driveway 4 (EW)* – Install stop control on the eastbound approach and construct the right in / right out driveway intersection with the following geometrics: • Northbound Approach: Two through lanes (no left turn access). • Southbound Approach: One through lane and one shared through-right turn lane. • Eastbound Approach: One right turn lane. • Westbound Approach: N/A *Arrow Highway (NS) / Driveway 5 (EW)* – Install stop control on the eastbound approach and construct the right in / right out driveway intersection with the following geometrics: • Northbound Approach: Two through lanes (no left turn access). • Southbound Approach: One through lane and one shared through-right turn lane. • Eastbound Approach: One right turn lane. • Westbound Approach: N/A	Athens Services, subject to review and approval of City Engineer and Senior Building Inspector and Caltrans	Prior to commencement of operations	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
WATER QUALITY AND HYDROLOGY				
PDF WQ-1	**Water Conservation/Energy Efficiency**. The Proposed Project shall be conditioned by the City to be certifiable at the Silver level utilizing U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED) green building rating systems. The LEED rating system requires water efficiency in the design of a project through water use reduction, efficient landscaping, and innovative wastewater treatment technologies, as well as sustainable site selection; energy performance standards; materials and resource selection criteria; and indoor air quality practices.	Athens Services, subject to review and approval of City Engineer	Athens Services shall submit for LEED certification when the project construction is complete.	

ATTACHMENT "D"

RESOLUTION NO. CC 2021-09-3271
RESOLUTION NO. SA 2021-14-3276

A JOINT RESOLUTION OF THE CITY COUNCIL AND SUCCESSOR AGENCY OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF IRWINDALE CITY COUNCIL AND SUCCESSOR AGENCY AND ATHENS SERVICES AND MAKING FINDINGS THEREFORE AS REQUIRED BY HEALTH & SAFETY CODE SECTION 33433

A. RECITALS.

WHEREAS, Athens Services, 14048 Valley Boulevard, City of Industry, CA 91746, the Applicant, has made a request to enter into a Disposition and Development Agreement (DDA) with the City of Irwindale Successor Agency to construct and operate a Materials Recovery Facility and Transfer Station (MRF/TS) with a convenience store/public gas station (collectively, the "Project") on approximately 17.22 acres of Successor Agency-owned property located at 2200 Arrow Highway - APN 8535-001-911 (the "Site"). The Site is zoned M-2, Heavy Manufacturing;

WHEREAS, the City of Irwindale (City) is a California Charter municipality and the Successor Agency (Agency) is a public body corporate and politic organized pursuant to Health & Safety Code Section 34173;

WHEREAS, the City and Agency have negotiated the DDA by and between the City, Agency, and Applicant to provide terms for the Applicant's acquisition of the Site, including the conditions imposed upon Applicant in consideration for its acquisition of the Site and development of the Project. The DDA is attached hereto as Exhibit 1 provided concurrently with this Resolution;

WHEREAS, Agency has determined that it furthers the public purposes of redevelopment to convey the Site at fair market value to a company with experience and expertise in the construction, management and operation of materials recovery facilities and transfer stations. Developer is a family-owned and operated company (the largest in L.A. County) that has been providing refuse removal and recycling services in Southern California for more than 50 years. Developer currently operates a MRF in the unincorporated area of Los Angeles County near the City of Industry, the first of its kind in the area;

WHEREAS, the Project will benefit the City by creating new jobs in the community, diversifying and expanding the City's revenue base, revitalizing a blighted area and the general economy of the City, improving the City's compliance with State-mandated waste reduction requirements, and promoting recycling and refuse rate stability for residents and businesses within the community. The Project will also benefit the public by serving the mixed municipal waste management needs of other jurisdictions in the region, reducing municipal costs, and protecting public health and safety;

WHEREAS, the Site is owned by the Agency as a result of Health & Safety Code § 34167.5. The Agency's predecessor in interest to the Site was the Irwindale Community Redevelopment Agency (Former RDA). On December 29, 2011, the California State Supreme Court issued a ruling on the constitutional validity of two 2011 legislative budget trailer bills, ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), which resulted in the outright dissolution of all 425 redevelopment agencies in the State of California. As part of that dissolution process, former redevelopment lands, like the Site, inured to successor agencies by operation of law. Moreover, the dissolution laws provide a process for the disposition and/or transfer of assets, including property holdings of the Former Irwindale Community Redevelopment Agency (ICRA). Subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012), which was passed, signed, and enacted on June 28, 2012, made significant changes to the provisions of ABX1 26, including the process for asset management/disposition/transfers, which include preparation and approval of a Long Range Property Management Plan (PMP) by the Agency and State Department of Finance (DOF). The Agency has received DOF approval of a PMP that includes the Site's disposition pursuant to the terms of the DDA;

WHEREAS, concurrent with the hearing on approval of this Resolution, the City Council and Successor Agency held a joint public hearing to consider certification of the 2020 Final Environmental Impact Report (2020 FEIR) for the proposed Project, as described in Joint Resolution No. CC 2021-08-3270/SA 2021-15-3277, entitled "A JOINT RESOLUTION OF THE CITY COUNCIL AND SUCCESSOR AGENCY OF THE CITY OF IRWINDALE, CALIFORNIA, CERTIFYING THE ENVIRONMENTAL IMPACT REPORT (SCH#2013051029), ADOPTING CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS, AND ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM FOR THE MATERIALS RECOVERY FACILITY AND TRANSFER STATION PROJECT";

WHEREAS, through its February 24, 2021, adoption of Joint Resolution No. CC 2021-08-3270/SA 2021-15-3277, the City Council and Successor Agency certified that it has reviewed and considered the information in the 2020 FEIR and the whole of the administrative record, the 2020 FEIR has been completed in compliance with the California Environmental Quality Act (CEQA), reflects the City's independent judgment and analysis, and that al mitigation measures available to reduce the project's impacts to the extent feasible have been adopted in the project's Mitigation Monitoring and Reporting Program. The City also adopted a Statement of Overriding Considerations and CEQA Findings of Fact, attached as Exhibit A to Resolution No. Joint Resolution No. CC 2021-08-3270/SA 2021-13-3275;

WHEREAS, at its February 24, 2021, meeting, the City Council and Successor Agency held a joint public hearing to consider and decide whether to approve the Disposition and Development Agreement for the MRF/TS Project or

whether to reject the MRF/TS Project and pursue no project related to the MRF/TS Project at this time;

WHEREAS, because tax increment moneys are used by the Agency for the conveyances made by the DDA, it was necessary to issue a Public Summary Report pursuant to California Health and Safety Code Section 33433 (Section 33433). The Agency has prepared the required 33433 Summary Report and a notice of a joint public hearing of the Agency and City Council concerning the proposed DDA has been given in accordance with applicable law. The Summary Report is attached hereto as Exhibit 2 and incorporated herein by this reference.

B. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the City Council and the Successor Agency of the City of Irwindale as follows:

SECTION 1. Recitals. The City Council and Successor Agency Board hereby specifically finds that all of the statements set forth in the Recitals, Part A, of this Resolution are true and correct, and incorporated into this Resolution by reference as findings of fact.

SECTION 2. Findings. The City Council and the Successor Agency Board hereby specifically finds and determines based upon the substantial evidence in the record of proceedings, and their independent judgment and analysis, that:

1. The DDA is consistent with the Successor Agency's adopted Long Range Property Management Plan for the site that was approved by the State Department of Finance on August 8, 2014.

2. The consideration to be paid by Applicant for the Site pursuant to the DDA is not less than fair market value, considering the required remedial work to make the Site developable for the use authorized by the DDA and the covenants and conditions required to be recorded against the Site under the DDA. The facts set forth in the Summary Report prepared for the DDA are incorporated herein. The City Council and Agency Board have reviewed the Summary Report and find that it (i) adequately explains the DDA, (ii) identifies the costs to the Agency and the consideration to be paid by the Applicant, (iii) explains how the DDA will alleviate blight, and (iv) explains why the Agency should enter into the DDA. The City Council and Agency Board hereby consent to the factual determinations made in the Summary Report.

3. The City Council and Successor Agency hereby approve the DDA and authorize and direct the Mayor and City Manager/Executive Director to take such actions and execute such documents as may be necessary to implement and effect this Resolution and the DDA on behalf of the City. City staff is also

authorized and directed to take such actions and execute such documents as may be necessary to implement and effect this Resolution and the DDA.

SECTION 3. This Resolution shall be effective upon adoption.

SECTION 4. The Deputy City Clerk shall:

a. Certify to the adoption of this Resolution; and
b. Forthwith transmit a certified copy of this Resolution to the Applicant at the address of record set forth in the Application.

PASSED, APPROVED AND ADOPTED this 24th day of February, 2021.

_____
H. Manuel Ortiz, Mayor & Agency Chair

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. CC 2021-09-3271 & SA 2021-14-3276 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 24th day of February 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

EXHIBIT 1

Disposition and Development Agreement

(Provided Separately as Attachment E)

EXHIBIT 2

Summary Report Per Health & Safety Code § 33433

SECTION 33433 SUMMARY REPORT
FOR PROPOSED DISPOSITION AND DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY
AND ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES

INTRODUCTION AND BACKGROUND

The following Summary Report ("Report") has been prepared pursuant to California Health & Safety Code Section 33433 ("Section 33433"). Under Section 33433, a redevelopment agency must issue a report providing specified information regarding any sale or lease of property that was purchased with tax increment money. All redevelopment agencies in the State of California were dissolved by the action of the Legislature effective February 1, 2012. The authority, rights, powers, duties and obligations of redevelopment agencies are now vested in entities known as "successor agencies," except with respect to provisions of the Community Redevelopment Law that were repealed, restricted, or revised pursuant to the legislation providing for the dissolution of redevelopment agencies. Health & Safety Code Section 34173(a) & (b). However, it is not entirely clear which provisions of the Community Redevelopment Law have been repealed, restricted or revised. Specifically, it is unclear whether Section 33433 applies to the disposition by a successor agency of real property that was purchased by the redevelopment agency with tax increment money in light of the fact the concept of "tax increment" has been obliterated by the redevelopment dissolution law and successor agencies are charged with disposing of real property assets of former redevelopment agencies for the highest value possible rather than for purposes of redevelopment and elimination of blight. (ABX1 26 (Chapter 5, Statutes of 2011), Section 1, subsection (i); Health & Safety Code Section 34189(a).) Nevertheless, in an abundance of caution, this Section 33433 report has been prepared with respect to a sale of real property by the Successor Agency to the Irwindale Community Redevelopment Agency ("Successor Agency"). While this report may at times refer to what the Successor Agency is required to do under Section 33433, that phraseology is used only for convenience and is not a concession by the Successor Agency that Section 33433 does in fact apply.

The Successor Agency proposes to enter into a Disposition and Development Agreement ("DDA") that provides for the sale of real property purchased by the former redevelopment agency to Arakelian Enterprises, Inc., dba Athens Services ("Developer") for development of an approximately 17.22-acre site in the City of Irwindale ("City"), located at the intersection of Live Oak Avenue and Arrow Highway and referred to in this report as the "Site." The proposed development will be comprised of a Materials Recovery Facility and Transfer Station (the "MRF/TS") and a public Fueling Facility/Convenience Store and appurtenant improvements (collectively, the "Project"). A copy of the DDA is attached as Attachment "A".

This report consists of six (6) sections, as follows:

A. Salient Points of the DDA
B. Estimated Costs of the DDA to the Successor Agency
C. Estimated Value of the Site at the Highest and Best Use
D. Estimated Fair Re-use Value of the Interest to be Conveyed

E. Comparison of Purchase Price Contemplated by the DDA with the Site's Fair Market Value and Justification for the Purchase Price

F. Explanation of Why the Sale of the Site will Facilitate the Elimination of Blight

A. SALIENT POINTS OF THE DDA

Project Description

The Site was purchased by the former redevelopment agency on July 9, 1990, for $5,289,643. At the time of purchase, the Site was vacant and the former redevelopment agency sought to facilitate development of the site for an after-market auto related use and other retail development. The after-market auto related use did not move forward.

In 2005, the Site was recognized, by virtue of its size and location relative to freeways and arterial roadways, as a suitable site for the development of the MRF/TS which would enable the City to meet its obligations with respect to waste disposal.

The State of California, through enactment of the California Integrated Waste Management Act of 1989 (Public Resources Code Sections 40000 et seq. (the "Act")), has directed all local jurisdictions to promote recycling and to maximize the use of feasible source reduction, recycling and composting options in order to reduce the amount of solid waste required to be disposed of by land disposal. Furthermore, the Puente Hills Landfill, a major solid waste disposal facility for the region, closed as of October 31, 2013 and is required by permit conditions to reduce the quantities of waste accepted, resulting in the need for additional waste processing facilities and transfer stations to be developed in the region to meet the solid waste management needs of jurisdictions and protect public health and safety. The development of the Site pursuant to the DDA, and the fulfillment generally of the DDA, are further intended to facilitate meeting the City's obligations under the Act by providing the City and its residents with a state-of-the-art facility for solid waste disposal, recycling and source reduction.

The DDA provides for the following obligations of the Successor Agency and the Developer:

The Successor Agency's Responsibilities:

1. Convey the Site to the Developer for the sum of $10,210,000, based on a March 20, 2012, appraisal by R. P. Laurain & Associates.

2. Review and approve Project plans submitted by the Developer.

Developer Responsibilities:

1. Accept the conveyance of the Site.

2. Submit plans, apply and pay for all development costs associated with environmental clearance consistent with the California Environmental Quality Act (CEQA), building permits and other permits for the rehabilitation, maintenance, and construction of the facilities for the use described in this report.

3. Pay all costs related to the development of the Site, including but not limited to all project development and construction costs, all costs of public education regarding the Project, all costs of environmental review, all costs for development entitlements and permits and building permits, all costs of acquiring the Site, all "Host Fees" (as defined in a development agreement between the City and the Developer), and all costs in connection with the operation of the Project.

4. Reimburse the Successor Agency and the City for all costs incurred in connection with negotiation of the DDA and review and processing of plans and permits for the Project.

5. Operate a state-of-the art MRF/TS. As part of that obligation, meet state solid waste diversion requirements, address citizen complaints and prevent nuisance conditions from arising in connection with the operation of the facility.

6. Indemnify the Successor Agency against any prevailing wage claims made in connection with construction of the Project.

7. Indemnify the Successor Agency against all damages, costs and attorneys' fees related to litigation regarding the DDA and the Project.

B. ESTIMATED COST OF THE DDA TO THE SUCCESSOR AGENCY

Section 33433 requires that the Successor Agency disclose its costs associated with acquiring, holding, and selling the Site. The net costs are defined as equaling the Successor Agency's out-of-pocket costs less the revenues it is to receive as a result of the disposition of the Site.

1. Direct Costs to the Agency.

In July 1990, the former redevelopment agency purchased the Site and paid $5,289,643, or approximately $7.05 per square foot. The DDA provides for the Successor Agency to convey the Site to the Developer. Other expenses to the former redevelopment agency and the Successor Agency include the following:

DESCRIPTION	COST TO THE AGENCY
Site Remediation Costs	$108,349.88
Appraisal costs	$ 7,000.00
Title insurance	$ 8,236.00
Escrow costs	$ 17,172.00
Total Costs	$ 132,521.88

Site Remediation Costs:

12/17/09 - $19,125.00 – Converse Phase II Site Assessment

06/22/09 - $ 2,717.30 – Converse Phase I Site Assessment

PO 00004395 - $34,747.00 – Converse Add'l Phase II Testing; Research Groundwater Production Well; Removal 2 55-Gallon Drums

01/23/13 - $51,760.58 – Converse Well Abandonment Services

Adding all these expenses plus the $5,289,643 for the acquisition of the Site, the direct costs of this transaction to the former redevelopment agency and the Successor Agency come to a total of $5,422,164.88.

2. Subsidy to Developer.

The Site is being conveyed to the Developer for $10,210,000, a price determined by an appraisal in March 20, 2012 to be the fair market value. This price was established by an earlier Memorandum of Understanding between the Successor Agency and the Developer entered into in 2012, as amended on April 13, 2011 and again on December 12, 2012 (collectively, "MOU"). The DDA and various related transactions between the Developer and the City have been structured around that valuation of the Site. However, preparation of the Environmental Impact Report for the Project took longer than expected and the decision was made, in light of the MOU, the Successor Agency is bound by the price stated in the MOU, which the Successor Agency believes remains the fair market value of the Site today.[1] Thus, no subsidy is being provided to the Developer.

3. Benefits and Revenues to Successor Agency.

The benefits associated with the DDA and the Project itself are estimated to significantly outweigh the financial expenses. The Project is expected to generate an estimated annual amount of over $780,000 in Host Fees upon the first year of operation, increasing to an estimated $2.1 million by the 10th year of operation, based on the tonnage of solid waste handled per day. Job creation and improvements to the existing Site and occupancy of a Site that was vacant for more than 10 years and was formerly blighted are further intangible factors adding to the overall value of the Project to the City and its residents. It is estimated that the Project will generate approximately 345 jobs, which will be filled by underemployed citizens from the City and surrounding communities.

The total cost to the Developer of development and construction of the Project and performance of obligations under the DDA and other agreements with the City is estimated to be $45,210,000. The Project improvements will increase the Site's value, which in turn will generate tax revenues payable to the Successor Agency or, in light of the dissolution of the former redevelopment agency, to other affected taxing entities. A rough estimate of property tax increases due to the

[1] The Successor Agency has received a comment letter dated October 9, 2014 from Remy Moose Manley LLP, legal counsel for Waste Management, a competitor to the proposed purchaser of the Site, Athens Services. Waste Management submitted a proposal to purchase the Site and develop the MRF/TS, but was not selected to be the developer of the project. The comment letter states, based upon a letter appraisal enclosed with the letter, that the purchase price is not the current fair market value of the Site. A review of the R.P. Laurain appraisal and Remy Moose Manley's letter appraisal reveals that the price per square foot used by the two appraisers differs by only $1.00 per square foot and R.P. Laurain gives a higher value for the portion of the site impacted by a utility easement. The difference between the two appraisals is largely due to the fact R.P. Laurain took into account the effect on fair market value of a Community Facilities District assessment that would go into effect upon development of the Site, while Remy Moose Manley's appraisal did not. The appraisal provided by Remy Moose Manley therefore does not establish that the purchase price is not the current fair market value.

value of proposed Project improvements is $350,000 per year (i.e., building improvements valued about $35,000,000 at a 1.00% tax and assessment rate). A rough estimate of annual property taxes and assessments (other than the Community Facilities District assessment) based on the value of the land when it was purchased by the former redevelopment agency is about $52,896 (i.e., 1.00% tax and assessment rate times Site's purchase price of $5,289,643). This means that the Project can be estimated to generate approximately $400,000 additional dollars in property taxes and assessments per year. The former redevelopment agency recovered approximately 10.4 cents on the dollar as tax increment. Thus, there will be approximately $42,000 additional dollars available each year of residual property tax dollars made available to the City through the RPTTF distribution. In addition, it is estimated the City will realize approximately $50,000 per year in sales tax revenue from the Fueling Facility/Convenience Store aspect of the Project.

C. ESTIMATED VALUE OF THE SITE AT THE HIGHEST AND BEST USE

Section 33433 requires the Successor Agency to identify the value of the Site to be conveyed at the highest and best use allowed by the applicable zoning and requirements imposed by the redevelopment plan. Such valuation does not take into consideration any extraordinary use and/or quality restrictions being imposed on the development by the Agency.

The Site is zoned M-2, Heavy Manufacturing, under the City of Irwindale Zoning Ordinance which allows a variety of industrial uses as well as certain commercial uses. The Site is designated for commercial use in the City's general plan. The Site is triangular in shape and is located in an existing industrial area. Existing land uses that currently surround the Site include a mixture of commercial and industrial to the west, east, and south, recreation/open space to the north, and residential to the south, beyond the commercial/industrial districts in the City of Baldwin Park located to the south. The Site is bordered on the south by Live Oak Avenue, on the east by the Santa Fe Dam and property owned by the U.S. Army Corps of Engineers, and on the west and northwest by an existing business/industrial parking lot. The Site is crossed by a City of Los Angeles Department of Water and Power electricity transmission easement along the south side. In addition, Southern California Edison Company has a 23-foot wide underground utility easement along the entire length of the site frontage on Arrow Highway.

The Successor Agency obtained a highest and best use fair market value appraisal of the Site from R. P. Laurain and Associates dated March 20, 2012 (see, Attachment "B" hereto). The value conclusion for the property is $10,210,000.00, which takes into account the effect of a Community Facilities District assessment that would become applicable upon development of the Site. The appraisal concludes the highest and best use of the Site in its existing condition is industrial development in accordance with the existing zoning. (Attachment "B" at p. 3-3.)

The Successor Agency's appraiser estimated the value of the Site at its highest and best use to be $10,210,000. As noted in this report, the Agency paid $5,289,643 for the Site in July 9, 1990.

D. ESTIMATED FAIR RE-USE VALUE OF THE INTEREST TO BE CONVEYED

Section 33433 requires the Successor Agency to identify the value of the Site at the Developer's "fair re-use value" subject to the conditions, covenants, and development costs required by the conveyance (i.e., the value of the Site as it is proposed to be used under the DDA and encumbered

by any applicable use and development restrictions). The re-use value of the Site is directly a function of the development economics specific to the proposed Project. In other words, the "fair re-use value" is the property's value as it is being sold by a redevelopment agency, reflecting additional conditions and limitations beyond those permitted by land use and zoning codes. Generally, these conditions result in a lower value because the "highest and best use" cannot be achieved under the limitations imposed. Section 33433 additionally requires the fair re-use analysis to determine how "development costs required by the sale" will impact the Site's value.

As described above, the DDA and attendant Site use covenants will restrict the Site to use for the Project. Once in place, such use restrictions could have a negative impact upon the Site's value, particularly in light of the very substantial investment that must be made in improvements to the Site for construction of the Project. In addition, the requirement the Site be used only for the Project, and in particular the requirement for development and operation of the MRF/TS, precludes other uses of the Site that might generate a higher land value.

The Successor Agency has not obtained a specific professional appraisal analysis of the fair re-use value of the Site. The purpose of such an analysis is to ensure that a developer who is not paying highest and best use fair market value for real property purchased by a redevelopment agency with tax increment is paying at least the fair re-use value of the property. In this instance, the Developer is paying the fair market value of the Site based on its highest and best use. Accordingly, the fair re-use value analysis, if the Successor Agency is in fact required to comply with Section 33433, does not provide useful information for contemplating whether the price to be paid for the Site is fair to the Successor Agency and the public.

E. COMPARISON OF PURCHASE PRICE CONTEMPLATED BY THE DDA WITH THE SITE'S FAIR MARKET VALUE AND JUSTIFICATION FOR PURCHASE PRICE

The Site is being sold to the Developer for $10,210,000 with a requirement that the Developer develop a project anticipated to cost in excess of $33,000,000. As explained above, the price the Developer will pay for the Site is its fair market value for the highest and best use of the Site, which likely is more than the fair re-use value and substantially exceeds the cost to the former redevelopment agency of acquiring the Site and demolishing the improvements, as described in page 3 above. The DDA contemplates a fair return on the redevelopment agency's purchase of the Site in light of the specialized use of and need for the project.

F. EXPLANATION OF WHY THE SALE OF THE SITE WILL FACILITATE THE ELIMINATION OF BLIGHT

As discussed above, the purpose of the Successor Agency is not redevelopment or elimination of blight; the purpose of the Successor Agency is to satisfy the enforceable obligations of the former redevelopment agency and dispose of the former redevelopment agency's assets. Under the circumstances, it is questionable whether an analysis of why the DDA will facilitate the elimination of blight is necessary or useful. However, the issue will be addressed below to the extent feasible.

The Community Redevelopment Law of the State of California, Health and Safety Code Sections 33000, et seq. ("CRL"), authorized the former redevelopment agency to make agreements with

owners, purchasers and lessees of property in redevelopment project areas to eliminate blight and revitalize the area for economic development and redevelopment. More specifically, business vacancies and vacant or underutilized land or buildings are conditions that fall within the ambit of adverse economic conditions associated with blight. The Site is currently vacant land, having been previously developed, but underutilized, for industrial use, and thus the Site is vulnerable to becoming a target of trespassing, vandalism, and graffiti, and to becoming a public safety problem and a blighting influence on the surrounding area. By generating approximately 345 jobs and providing for more advanced solid waste diversion and recycling programs and more efficient transport of solid waste, the DDA will ameliorate environmental solid waste impacts that could exacerbate blighting influences.

The Project is also identified in the Irwindale Community Redevelopment Agency Implementation Plan for the 2010-2014 five-year period adopted by the former redevelopment agency in 2009 pursuant to Health & Safety Code 33490. The following are among the goals identified in the Implementation Plan that will be furthered by the Project:

- The elimination and prevention of blight and deterioration and the conservation, rehabilitation, and redevelopment of the Project Areas in accordance with the General Plan, applicable codes and ordinances, and Redevelopment Law.

- The promotion of new and continued encouragement of private sector investment within the Project Areas to prevent the loss and to facilitate the recapture of, commercial sales activity and replacement of revenues that will be lost when mining operations diminish with the depletion of quarry sites.

- The achievement of an environment reflecting a high level of concern for architectural, landscape, urban design and land use principles appropriate for the attainment of the objectives of the Redevelopment Plans.

- The creation of conditions that will result in the reduction of crime and an increase in public safety.

- The creation and development of local job opportunities and the preservation of the area's existing employment base.

- The redesign, rehabilitation, and redevelopment of areas, which are stagnant or underutilized.

- The elimination or amelioration of certain environmental deficiencies, including substandard vehicular circulation systems; inadequate water, sewer, and storm drainage systems; insufficient off-street parking; and other similar deficiencies that adversely affect the Project Areas.

- The reduction of the City's annual costs for the provision of local services to, and within, the Project Areas.

- END -

ATTACHMENT E

DISPOSITION AND DEVELOPMENT AGREEMENT

DISPOSITION AND DEVELOPMENT AGREEMENT

by and between

THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

and

ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT ("Agreement") is entered into as of _____, 2021 executed by the Agency, by and between THE CITY OF IRWINDALE IN ITS CAPACITY AS SUCCESSOR TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, a public entity organized and existing under California Health & Safety Code § 34173 ("Agency"), and ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES, a California Corporation ("Athens"). Agency and Athens are occasionally referred to herein individually as a "Party" and collectively as the "Parties". Agency and Athens agree as follows:

RECITALS

A. Recitals and Capitalized Terms. The recitals in this Agreement constitute part of this Agreement, and each Party shall be entitled to rely on the truth and accuracy of each recital as an inducement to enter into this Agreement. The capitalized terms used in these Recitals and throughout this Agreement shall have the meaning assigned to them in Section 200 hereof or apparent from the context in which they are used.

B. The Site. This Agreement and the Attachments hereto are intended to effectuate the disposition and development of an approximate 17.22-acre Agency-owned site in the City of Irwindale ("City"), located at the intersection of Live Oak Avenue and Arrow Highway and designated herein as the "Site". The development of the Site pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the City and the welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements. A legal description and a depiction of the Site are attached hereto as Attachment 1. The exact boundaries and area of the Site shall be determined by a survey prior to the conveyance of Title to Athens.

C. Impacts of RDA Dissolution. The Site is owned by the Agency as a result of Health & Safety Code § 34167.5. The Agency's predecessor in interest to the Site was the Irwindale Community Redevelopment Agency ("Former RDA"). On December 29, 2011, the California State Supreme Court issued a ruling on the constitutional validity of two 2011 legislative budget trailer bills, ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), which resulted in the outright dissolution of all 425 redevelopment agencies in the State of California. As part of that dissolution process, former redevelopment lands, like the Site, inured to successor agencies by operation of law. Moreover, the dissolution laws provide a process for the disposition and/or transfer of assets, including property holdings of the Former RDA. Subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012), which was passed, signed, and enacted on June 28, 2012, made significant changes to the provisions of ABX1 26, including the process for asset management/disposition/transfers, which include preparation and approval of a Long Range Property Management Plan ("PMP") by the Agency and State Department of Finance ("DOF"). It is the intent of this Agreement that the Site be conveyed to Athens in accordance with a duly-adopted PMP consistent with the procedures for land disposition set forth in AB 1484.

D. Integrated Waste Management Act. The State of California through enactment of the California Integrated Waste Management Act of 1989 (Public Resources Code Sections 40000

et seq. (the "Act")), has directed all local jurisdictions to promote recycling and to maximize the use of feasible source reduction, recycling and composting options in order to reduce the amount of solid waste required to be disposed of by land disposal. Furthermore, the Puente Hills Landfill, a major solid waste disposal facility for the region, has closed as of October 31, 2013 and is required by permit conditions to reduce the quantities of waste accepted, resulting in the need for additional waste processing facilities and transfer stations to be developed in the region to meet the solid waste management needs of jurisdictions and protect public health and safety. The development of the Site pursuant to this Agreement, and the fulfillment generally of this Agreement, are further intended to facilitate the City's obligations under the Act by providing the City and its residents with a state-of-the-art facility for solid waste disposal, recycling and source reduction.

E. The MRF/TS Project. On January 6, 2005, the City issued a Request for Expressions of Interest and Statements of Qualifications ("REI/SOQ") from interested and qualified parties to plan, permit, build, operate and maintain a state-of-the-art regional municipal solid waste transfer station and recovery facility at a location in the City to manage and process solid waste generated within and outside of the City, and received multiple responses thereto. On March 3, 2005, Athens submitted a proposal in response to the City's REI/SOQ that met or exceeded all requirements of the REI/SOQ by proposing the construction and operation of a Materials Recovery Facility and Transfer Station (the "MRF/TS") accompanied by a public Fueling Facility/Convenience Store and appurtenant improvements (collectively, the "Project"). On June 25, 2008, in order to reduce blight and promote industrial development in the Redevelopment Area and fulfill the City's obligation under the Act, City and Athens, along with the Agency, entered into that certain Memorandum of Understanding ("MOU") regarding the Project, including its development and operation of the proposed MRF/TS. The Parties intend that the MRF/TS will provide for the long-term management and recycling of municipal solid waste generated in the City. The MRF/TS will serve as a point to accept, process, recover, and transfer mixed municipal waste ("MMW") and residue following diversion activities to an appropriate permitted end-point disposal facility.

F. Easement/Access Issues. The Project is proposed to be built upon the Site. The Site is traversed by an easement for the benefit of the Los Angeles County Department of Water and Power encumbering an approximately 2.84-acre easement area ("LADWP Easement") The LADWP Easement area is depicted in more detail in Attachment 2 hereto. The Parties contemplate that the right to use of the LADWP Easement area will be conveyed to Athens via a sub-easement or license from LADWP and consented to by City permitting Athens' use and occupation of the LADWP Easement area for MRF/TS parking and appurtenant uses. There also exists over the Site an easement for the benefit of Southern California Edison encumbering an approximately 2300 square foot easement area (the "SCE Easement"), which SCE Easement area is depicted in more detail in Attachment 3 hereto. The Parties contemplate that the right to use the SCE Easement area will be conveyed to Athens via a sub-easement or license from Southern California Edison permitting Athens' use and occupation of the SCE Easement for parking, ingress, egress and appurtenant uses.

G. CEQA. The Parties have found that the Site is, subject to appropriate review in accordance with the California Environmental Quality Act, Public Resources Code §21000 *et seq.* ("CEQA"), appropriately zoned, of adequate size, with access to primary transportation corridors,

and of a sufficient distance from the nearest residential units to control and adequately mitigate the potential impacts from noise, odor, dust and other potential impacts from the operation of the MRF/TS. The Project layout and Site are shown on the "Site Map(s)" attached at Attachment 4. This Agreement is entered into to establish the terms by which the Agency's interest in the Site shall be conveyed to Athens.

H. Athens As Qualified Operator. Agency has determined that it furthers the public purposes of redevelopment to convey the Site at fair market value to a company with experience and expertise in the construction, management and operation of materials recovery facilities and transfer stations. Athens is a family owned and operated company that has been providing refuse removal and recycling services in Southern California (largest in L. A. County) for more than 50 years. Athens currently operates a MRF in the unincorporated area of Los Angeles County near the City of Industry, the first of its kind in the area.

I. Public Benefits of Project. This Agreement was entered into in consideration for Athens' good faith efforts to complete the development of a MRF/TS to accept, process, recover, and transfer mixed municipal waste and residue following diversion activities to an appropriate permitted end-point disposal facility. The Project will benefit the City by creating new jobs in the community, diversifying and expanding the City's revenue base, revitalizing a blighted area and the general economy of the City, improving the City's compliance with State-mandated waste reduction requirements, and promoting recycling and refuse rate stability for residents and businesses within the community. The Project will also benefit the public by serving the mixed municipal waste management needs of other jurisdictions in the region, reducing municipal costs, and protecting public health and safety.

J. Agreements and Ordinance. The Parties understand that this Agreement is for the establishment of terms upon which the Agency's interest in Site is conveyed to Athens. The following necessary agreements have been, or will be, negotiated in order to fulfill the obligations and goals under the MOU to develop and operate the Project:

CITY AGREEMENTS

1. Development Agreement between the City and Athens to be negotiated based on the MOU pursuant to California Government Code § 65864 et seq. for the development and operation of the MRF/TS (the "Development Agreement").

2. October 22, 2008, Reimbursement Agreement, as subsequently amended, between City and Athens under which Athens is obligated to reimburse or advance funds to City for development costs associated with the Project, including but not limited to conducting environmental reviews under CEQA, processing and negotiating permits, entitlements and conditions, and legal costs (the "Reimbursement Agreement").

3. Franchise and Facility Operations Agreement – Operations of MRF/TS, governing the use and operation of the MRF/TS ("Franchise Agreement – Operations").

4. Franchise Agreement – Solid Waste Collection, Processing and Disposal Services and Street Sweeping Services, dated April 13, 2011, as amended by that certain First Amendment, dated December 12, 2012 governing the exclusive right and obligation of Athens to collect solid

waste and sweep streets in the City ("Franchise Agreement – Trash Collection and Street Sweeping").

5. CC&R's governing certain aspects of the operation of the MRF/TS (the "CC&R's").

OTHER AGREEMENTS

6. LADWP Easement Agreement governing Athens' rights over the LADWP Easement ("LADWP Easement Agreement").

7. SCE Easement Agreement governing Athens' use of the SCE Easement (the "SCE Easement Agreement").

8. Solid Waste Facilities Permit to be issued by the California Integrated Waste Management Board or its successor ("SWFP").

ORDINANCE

9. Ordinance(s) to be adopted by the City establishing the exclusive franchise rights for operation of the MRF/TS and for collection of solid waste and street sweeping.

The foregoing agreements, ordinances and instruments, together with all City agreements and enactments approving the foregoing agreements, ordinances and instruments, are collectively referred to as the "City Agreements" (items 1 through 5, above), the "Other Agreements" (items 6 through 8, above) and the "Ordinance" (item 9, above) unless a specific document is referenced. The Parties hereto acknowledge that this Agreement and the City Agreements, the Other Agreements and the Ordinance bear overlapping impact upon the Site and upon Athens' development of the Project, and thus the conveyance of the Site to Athens is conditioned on approval and execution by the City and Athens of each of the City Agreements and Other Agreements.

K. Mutual Agreement. The Parties desire to define the parameters within which the Site will be conveyed to Athens, to describe certain obligations of Athens for infrastructure and public improvements and facilities in connection with the Project, to provide for the orderly development of the Project, and to assist in attaining the most effective utilization of resources within the City. Based on the foregoing and subject to the terms and conditions set forth herein, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and having determined that the foregoing recitals are true and correct and should be and hereby are incorporated into this Agreement, the Parties agree as follows:

I. (§100) PURPOSE OF THE AGREEMENT.

A. (§101) Purpose of the Agreement.

The purpose of this Agreement is set forth in the above Recitals. The Agency's involvement in this Project is vital both to make available to Athens the Site and stimulate the health and welfare of the City and its citizens. In addition, the MRF/TS will be a regional facility contributing to regional refuse disposal and recycling activities, a project which is also essential to the alleviation of blight and the economic progress of the City.

B. (§102) The Site.

The Site is approximately 17.22 acres in size and is an irregular, triangle-shaped, unimproved property in the City bounded on the south by Live Oak Avenue, on the east by an a LADWP-owned parcel, on the northeast by Arrow Highway, and on the west and northwest by an existing business/industrial parking lot. The Site is owned in fee by the Agency, is the subject of the property conveyance effected by this Agreement, and is legally described in Attachment 1 hereto. The Site is traversed by the LADWP Easement, which is a ±6,500 square foot transmission right-of-way. The Site is also traversed by the SCE Easement, which is a ±2300 square foot transmission right-of-way. The Parties contemplate that Athens will be authorized to occupy and utilize the LADWP Easement and SCE Easement pursuant to easements or licenses from LADWP and SCE permitting Athens' use and occupation of such easement areas for MRF/TS parking and appurtenant uses.

C. (§103) Agency Financial Assistance.

The Parties hereto acknowledge that the Site will be sold to Athens at fair market value as such value is determined and approved by the DOF in the Agency's "Long Range Property Management Plan" or "PMP". The Parties believe that the Agency will not be providing financial assistance to Athens in connection with Athens' acquisition of the Site for development of the Project thereon based on the appraised fair market value established by R.P. Laurain & Associates, Inc. on March 20, 2012. This Agreement does not provide for any sharing of sales tax or tax increment generated by the Project between Athens, Agency and/or City. Further, Athens shall be responsible for paying all fees and charges required by the City for similar development projects.

Except as set forth herein, Athens shall be responsible for the Purchase Price and all construction and development costs to construct the Project on the Site, including: grading and site preparation; building construction; site development and infrastructure; design; building permit and development fees; and financing. The total development costs and costs of performing this Agreement, the City Agreements, and the Other Agreements for Athens ("Athens Costs") are currently estimated to be approximately, or at least, $33,830,000.00.

Athens is advised of the requirements of California Labor Code Section 1720 which provides: prevailing wage rates apply to "[c]onstruction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority." As Agency is not providing financial assistance to Athens and Athens is paying fair market value for the Site, the Project should not be considered to be a "public work"

"paid for in whole or in part out of public funds," as described in California Labor Code Section 1720. It is therefore the Parties' understanding that this Project shall not be required to pay prevailing wages pursuant to Sections 1770 – 1781 of the California Labor Code and 33423 – 33426 of the California Health and Safety Code. To this end, Athens acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations ("DIR"), require Athens or any of its contractors or subcontractors to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the DIR under Prevailing Wage Law, then Athens shall indemnify, defend, and hold Agency and City harmless from any such determinations, or actions (whether legal, equitable, or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of the Prevailing Wage Law. The Agency/City make no representation that any construction completed by Athens is or is not subject to Prevailing Wage Law.

II. (§200) DEFINITIONS.

The capitalized terms used in the preceding Recitals and throughout this Agreement shall have the meaning assigned to them in this § 200. Any capitalized terms not defined in this Section shall have the meaning otherwise assigned to them in this Agreement, one of the City Agreements or Other Agreements, or apparent from the context in which they are used. The following terms as used in this Agreement shall have the meanings given unless expressly provided to the contrary:

A. (§201) Agency.

The term "Agency" means the Successor Agency to the Irwindale Community Redevelopment Agency, a California public body, corporate and politic.

B. (§ 202) Agreement.

The term "Agreement" shall mean this entire Disposition and Development Agreement, including all attachments, which attachments are a part hereof and incorporated herein in their entirety, and all other documents incorporated herein by reference. This Agreement includes the following attachments which are incorporated herein and made a part hereof as though fully set forth herein:

Attachment 1	Legal Description/Depiction of Site
Attachment 2	LADWP Easement Legal Description
Attachment 3	SCE Easement Legal Description
Attachment 4	Project Depiction
Attachment 5	Schedule of Performance
Attachment 6	Grant Deed
Attachment 7	CC&Rs
Attachment 8	Required Approvals

C. (§ 203) Agreements.

The terms "City Agreements," "Other Agreements" and "Ordinances" mean all those contractual instruments, entitlements and ordinances identified in the preceding Recital J of this Agreement.

D. (§ 204) Athens Costs.

The term "Athens Costs" means Athens' obligation to pay for all costs related to the development of the Site, including but not limited to all project development and construction costs, all costs of public education, all costs of the environmental review, all costs for entitlement, all costs of acquiring the Site, all Host Fees (as defined in the DA), all operational costs and all other costs identified herein as the responsibility of Athens.

E. (§ 205) CEQA.

The term "CEQA" means the California Environmental Quality Act, Section 21000 *et seq.* of the California Public Resources Code and its implementing regulations and guidelines, including future amendments to or recodification thereof.

F. (§ 206) CEQA Completion Date.

The term "CEQA Completion Date" means the later date of any of the following: (i) thirty (30) days after the Notice of Determination; or (ii) the date of the final settlement or final resolution of any appeal, lawsuit or other action by a third party challenging the Project approvals (including without limitation this Agreement, the City Agreements, or the Other Agreements) or the CEQA process.

G. (§ 207) City.

The term "City" shall mean the City of Irwindale, a California chartered municipal corporation.

H. (§ 208) Claims or Litigation.

The term "Claims or Litigation" shall mean any challenge by adjacent owners or any other third parties to any of the following: (i) the legality, validity or adequacy of the City's or Agency's laws, ordinances or regulations; (ii) any Project development approvals, (iii) the legality, validity or adequacy of this Agreement, the City Agreements, the Other Agreements, the Ordinance, or the performance thereof; or (iv) the legality, validity or adequacy of other actions of City or Agency pertaining to the Project. "Claims and Litigation" shall further include any claimed damages against City or Agency as a consequence of the foregoing challenges or for the taking or diminution in value of their property (or in any other manner) or for any tort claim or action against the City or Agency arising in connection with Athens' construction of the Project.

I. (§ 209) Closing.

The term "Closing" shall mean the closing of the Escrow by the Escrow Agent's distributing the funds and documents received through Escrow to the Party entitled thereto as provided herein for Athens' acquisition of Title to the Site, which closing shall occur on or before the date established in the Schedule of Performance, attached hereto as Attachment 5.

J. (§ 210) CC&Rs

The term "CC&Rs" shall mean that Declaration of Covenants, Conditions and Restrictions running with the land to provide for the proper maintenance of the facilities and improvements in the form attached hereto as Attachment 7, as further described in Section 605.

K. (§ 211) Consumer Price Index or CPI.

Consumer Price Index ("CPI") means the "Consumer Price Index, All Urban Consumers (All Items), for the Los Angeles-Anaheim-Riverside Metropolitan Area" published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100). If both an official index and one or more unofficial indices are published, the official index shall be used. If said Consumer Price Index is no longer published at the adjustment date, it shall be constructed by conversion tables included in such new index.

L. (§ 212) Days.

The term "days" shall mean calendar days and the statement of any time period herein shall be calendar days, and not working days, unless otherwise specified.

M. (§ 213) Deed.

The term "Deed" shall mean that Grant Deed conveying the Site to Athens, which Deed shall be in the form attached hereto as Attachment 6.

N. (§ 214) Deposit.

The term "Deposit" means the deposit by Athens payable into Escrow of Five Million Dollars ($5,000,000) less any amounts advanced to City or Agency for their costs expended prior to the later of (A) either (i) the final approval by City (and where appropriate, the Agency) of the MRF/TS, said final approval to be demonstrated by the issuance of a certificate of occupancy for the Site, or (ii) the Effective Date, and (B) the CEQA Completion Date. The City acknowledges receipt of the Initial Deposit of $500,000 paid directly by Athens to the City in accordance with the Reimbursement Agreement and the City agrees that the Initial Deposit is a credit against the Deposit so that the amount of the Deposit that will be due in Escrow prior to Close of Escrow will be $4,500,000 less any additional advances by Athens to the City which may be made by Athens to the City under the terms of the Reimbursement Agreement. The Deposit will become non-refundable to Athens as follows: all amounts paid by Athens to the City under the terms of the Reimbursement Agreement shall be non-refundable when they are paid by Athens to the City; $1,000,000 of the Deposit will become non-refundable to Athens when the Project receives its SWFP together with all other Required Approvals. The balance of the Deposit shall become non-

refundable to Athens upon the Close of Escrow and the City shall credit such balance of the Deposit against Host Fee payments and other payments that may become due under the terms of this Agreement, the City Agreements, the Other Agreements, and the Ordinance.

O. (§ 215) Development Agreement.

The term "Development Agreement" shall mean that certain agreement authorized pursuant to the Development Agreement Statue (California Government Code Section 65864 *et seq.*) between the Parties pursuant to which Athens agrees to develop the Project in accordance with the Schedule of Performance and by which Athens obtains specified land use entitlements relating to the Project development and MRF/TS construction.

P. (§ 216) DDA Approval.

The term "DDA Approval" means the date that this Agreement is approved by the Agency Board by a vote of its members following a duly-noticed public hearing.

Q. (§ 217) Effective Date.

Generally, the term "Effective Date" means the date that (i) this Agreement has been fully executed, and (ii) sixty (60) days following adoption of the authorizing Ordinance approving this Agreement as stated on the first page hereof.

R. (§ 218) Enforced Delay.

The term "Enforced Delay" shall mean any delay described in Section 803 caused without fault and beyond the reasonable control of a Party, which delay shall justify an extension of time to perform as provided in Section 803.

S. (§ 219) Escrow.

The term "Escrow" shall mean the escrow established pursuant to this Agreement for the conveyance of the Site from Agency to Athens.

T. (§220) Escrow Agent.

The term "Escrow Agent" shall mean the entity mutually selected by the Parties and empowered hereunder to act as the Escrow Agent for this transaction.

U. (§ 221) Facility or MRF/TS.

The terms "Facility" and "MRF/TS" shall mean the material recovery facility/transfer station (MRF/TS) proposed to be constructed by Athens and the subject of this Agreement, the City Agreements and the Other Agreements.

V. (§ 222) Feasibility Period.

The term "Feasibility Period" shall mean the period commencing on the Effective Date of this Agreement and extending no longer than fifteen (15) days beyond the opening of Escrow (and

in any event to be completed before Closing), during which time Athens shall determine whether the physical condition of the Site is suitable for Athens' intended use, all title and survey matters are acceptable, and that Athens will be able to obtain all necessary approvals, permits and/or consents which are necessary for the Project, as provided in Section 304 hereof. Athens may elect in writing to waive or shorten the Feasibility Period without need for amendment of this Agreement.

W. (§ 223) Franchise Ordinance; Franchise & Operations Agreement.

The terms "Franchise Ordinance" and "Franchise & Operations Agreement" mean, respectively, the ordinance adopted by the City to permit and regulate the use of the MRF/TS, and the agreement approved by the City pursuant to said ordinance to regulate and establish operations parameters for the MRF/TS. The "Franchise Ordinance" and "Franchise & Operations Agreement" are described in more detail in Recital J hereof.

X. (§ 224) Host Fees.

The term "Host Fees" means payments by Athens to City for hosting a MRF/TS within City's limits.

Y. (§ 225) LADWP.

The term "LADWP" is the acronym for the Los Angeles County Department of Water and Power.

Z. (§ 226) LADWP Easement.

The term "LADWP Easement" means that ±2.84 acres transmission easement traversing the Site and owned by LADWP. The LADWP Area is legally described in Attachment 2 hereto. Athens will be authorized to occupy and utilize the LADWP Easement area pursuant to a sub-easement or license from LADWP permitting Athens' use and occupation of the LADWP Easement for MRF/TS parking and appurtenant uses.

AA. (§ 227) Mixed Municipal Waste or MMW.

The terms "Mixed Municipal Waste" or "MMW" mean all "municipal solid waste" including putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, green waste, construction and demolition waste, street sweepings and catch basin residue.

BB. (§ 228) MOU.

The acronym "MOU" stands for Memorandum of Understanding and refers to that agreement entered into by the Parties on June 25, 2008, as amended by that certain First Amendment executed on or about April 13, 2011 and Second Amendment dated December 12, 2012, for implementation of this Agreement, the City Agreements and Other Agreements, and Project development generally, as described in greater detail in Recital E hereto.

CC. (§ 229) Parties.

The term "Parties" shall mean the Agency and/or City and Athens, as identified in Article 300.

DD. (§ 230) PMP.

The term "PMP" shall mean the "Long Range Property Management Plan" governing the disposition and use of Former RDA properties, established pursuant to California Health & Safety Code § 34191.5. The PMP was approved by the DOF on August 8, 2014 and includes the authorization for the sale and use of the Site as contemplated in this Agreement.

EE. (§ 231) Project.

The term "Project" shall mean the process to issue permits to entitle the development of the MRF/TS; the construction of the MRF/TS and its appurtenant improvements; the operation of the MRF/TS; and the negotiation of, and carrying out of, this Agreement and the related City Agreements and Other Agreements. See Attachment 4 hereto.

FF. (§ 232) Purchase Price.

The term "Purchase Price" shall mean the fair market value of the Site of Ten Million Two Hundred Ten Thousand Dollars ($10,210,000) as determined by an appraisal dated March 20, 2012 prepared by R.P. Laurain & Associates, Inc.

GG. (§ 233) RDA Dissolution Bill.

The term "RDA Dissolution Bill" shall refer to that certain California legislative budget trailer bill, ABX1 26 (Chapter 5, Statutes of 2011), as such bill is amended by subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012), which was passed, signed, and enacted on June 28, 2012.

HH. (§ 234) Reimbursement Agreement.

The term "Reimbursement Agreement" means the separate written agreement dated October 22, 2008, as amended on April 13, 2001, June 22, 2011, December 12, 2012, September 23, 2015, and March 9, 2016, by and between the Parties where Athens agrees to reimburse those costs specified in such agreement, pursuant to the terms of the MOU, as described in Recital E hereof.

II. (§ 235) REI/SOQ.

The acronym "REI/SOQ" stands for Request for Expressions of Interest and Statements of Qualifications as described in Recital E hereto.

JJ. (§ 236) Required Approvals.

The term "Required Approvals" means those certain permits, sign-offs, and other discretionary approvals necessary to commence construction of the Facility, the Franchise Agreement – Operations, and other discretionary approvals all as more particularly set forth on Attachment 8.

KK. (§ 237) SCE.

The term "SCE" is the acronym for the Southern California Edison Company.

LL. (§ 238) SCE Easement.

The term "SCE Easement" means that ±2300 acres transmission easement traversing the Site and owned by SCE. The SCE Easement is legally described in Attachment 3 hereto. Athens will be authorized to occupy and utilize the SCE Easement area pursuant to a sub-easement or license from SCE permitting Athens' use and occupation of the SCE Easement area for MRF/TS parking and appurtenant uses.

MM. (§ 239) Schedule of Performance.

The term "Schedule of Performance" shall mean that certain Schedule of Performance attached hereto as Attachment 5, as may be amended from time to time, which covers the time period through and including the Closing.

NN. (§ 240) Site and Site Map.

"Site" means the real property currently owned by Agency where Athens proposes to construct the Project and operate the MRF/TS, comprised of an approximately 17.22-acre site at the intersection of Arrow Highway and Live Oak Avenue. The Site is legally described and depicted in Attachment 1 hereto. The exact boundaries and area of the Site shall be determined by a survey prior to the conveyance of Title to Athens.

OO. (§ 241) Title.

The term "Title" shall mean the fee interest in the Site.

PP. (§ 242) Title Company.

The term "Title Company" shall mean that title company mutually selected by the Parties and empowered hereunder to act as the title company for this transaction.

QQ. (§ 243) Trash Collection and Street Sweeping Franchise Agreement.

The term "Trash Collection and Street Sweeping Franchise Agreement" means the contract approved by the City in accordance with its Ordinances to exclusively provide for the collection of MMW from property within the City to be delivered to the MRF/TS for processing and disposal and for street sweeping within the City.

III. (§ 300) PARTIES TO THE AGREEMENT.

A. (§ 301) Agency.

1. Identification.

Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized under California Health & Safety Code § 34173. The office of Agency is located at 5050 North Irwindale Avenue, Irwindale, CA 91706.

2. Agency Representations.

Agency hereby represents the following to Athens for the purpose of inducing Athens to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof and shall survive the conveyance of the Site and survive the Closing with respect to the conveyance of Site Title to Athens:

(a) Subject to the limitations imposed by the RDA Dissolution Bill, the Agency has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein to which the Agency is a Party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder.

(b) The Agency has secured approval of the PMP from the DOF, which approval and terms of the PMP specifically authorize the disposition of the Site to Athens as provided herein.

(c) All requisite action has been taken by the Agency and all requisite consents have been obtained in connection with Agency entering into this Agreement and the instruments and documents referenced herein to which the Agency is a Party, and the consummation of the transaction contemplated hereby, and the same are authorized by the PMP, to the best knowledge of Agency, comply with all applicable laws, statutes, ordinances, rules and governmental regulations. There are no writs, injunctions, orders or decrees of any court or governmental body which would be violated by the Agency's entering into or performing its obligations under this Agreement.

(d) This Agreement is duly executed by the Agency, and all agreements, instruments and documents to be executed by the Agency pursuant to this Agreement shall, at such time as they are required to be executed hereunder, be duly executed by the Agency, and each such agreement is, or shall be at such time as it is required to be executed hereunder, to the best knowledge of the Agency subject to the limitations imposed by the RDA Dissolution Bill, valid and legally binding upon the Agency and enforceable in accordance with its terms and the execution and delivery thereof shall not, with due

notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Agency is a Party.

(e) The uses of the Site as contemplated by this Agreement, any Project development permits, and other Agreements are authorized by the PMP.

(f) Reasonable and good faith inquiry has determined that there is no pending or threatened litigation which would prevent the Site from being conveyed in the condition of title required hereunder, or which would prevent the Agency from performing its duties and obligations hereunder.

B. (§ 302) Athens.

1. Identification.

Athens is Arakelian Enterprises, Inc., a California corporation, doing business as Athens Services. The principal office of Athens for the purposes of this Agreement is located at 14048 E. Valley Blvd., City of Industry, CA 91746. Except as may be expressly provided herein below, all of the terms, covenants and conditions of this Agreement shall be binding on, and shall inure to the benefit of, Athens and the permitted successors, assigns and nominees of Athens. Wherever the term "Athens" is used herein, such term shall include any permitted successors and assigns of Athens as herein provided.

2. Athens' Representations.

Athens hereby represents the following to Agency for the purpose of inducing Agency to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof and shall survive the conveyance of the Site and survive the Closing with respect to the conveyance of Title in the Site to Athens:

(a) Athens has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder. Athens is qualified to do business and is in good standing under the laws of the State of California and has all requisite power and authority to carry out Athens' business as now and whenever conducted and to enter into and perform Athens' obligations under this Agreement.

(b) All requisite action has been taken by Athens, including, but not limited to, approval by any of Athens' committees, boards, or other such authorities as may be needed for the acquisition of real property, and all requisite consents have been obtained by Athens in connection with entering into this Agreement and the instruments

and documents referenced herein, and the consummation of the transactions contemplated hereby.

(c) To the best knowledge of Athens, the execution, delivery and performance by Athens of this Agreement will not violate any provision of law, any order of any court or other agency of government, or any indenture, agreement or other instrument to which Athens is a party or by which Athens or any of its properties is bound.

(d) This Agreement is, and all agreements, instruments and documents to be executed by Athens pursuant to this Agreement shall be, duly executed by and are, or shall be, valid and legally binding upon Athens and enforceable in accordance with their respective terms and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which Athens is a party.

(e) Reasonable and good faith inquiry has determined that there is no pending or threatened litigation which would prevent Athens from performing its duties and obligations hereunder.

3. Qualifications.

Subject to the provisions of Section 303, the qualifications and identity of Athens are of particular concern to the Agency, and it is because of such qualifications and identity that Agency has entered into this Agreement with Athens. The Agency has considered the experience and financial capability of Athens and its affiliates, the Site location and characteristics, and the public costs of acquiring and developing the Site and return on investment. Based upon these considerations, the Agency has imposed the restrictions on transfer set forth in this Agreement.

C. (§ 303) Restrictions on Transfer.

Athens acknowledges that its experience and expertise are material considerations of Agency in entering into this Agreement. As such, Athens will not be authorized to assign any of its rights nor delegate any of its duties under this Agreement (a "Transfer"), except in the case of an Allowable Transfer, without the express prior written consent of Agency, not to be unreasonably withheld, conditioned or delayed. Any such assignment made without the consent of the Agency will be void. Athens will submit its request for Agency consent to the Agency together with reasonable supporting documentation for such request, including but not limited to: (i) the proposed assignee's audited financial statements for the immediately preceding three (3) operating years; (ii) proof that the proposed assignee has MMW management experience comparable to the scale of operations conducted by Athens; (iii) proof that in the last five (5) years, the proposed assignee has not suffered any citations or other censure from any federal, state, or local agency having jurisdiction over its waste management operations due to any material noncompliance with federal, state, or local waste management law and that the proposed assignee

has provided the Agency with a complete list of such citations and censures; (iv) proof that the proposed assignee conducts its MMW management practices in accordance with sound waste management practices in full compliance with all federal, state, and local laws regulating the collection and disposal of waste, including hazardous waste; and (v) any other information required by the Agency to ensure the proposed assignee can fulfill the terms of this Agreement and the other Agreements. For purposes of this Section 303, the City may perform the rights and obligations of Agency with respect to reviewing/investigating and/or granting or rejecting a proposed assignee of Athens.

1. Investigation of Proposed Assignee.

Athens will pay Agency or City, as applicable, its reasonable expenses for attorneys' fees and investigation costs necessary to investigate the suitability of any proposed assignee and to review and finalize any documentation required as a condition for approving any such assignment.

2. Definition of Assignment.

An assignment for the purpose of this Section, will include the sale, exchange, or other transfer to a third party of more than thirty percent (30%) of Athens' assets dedicated to providing services under this or the other Agreements in the City; or issuing new stock or selling, exchanging, or otherwise transferring thirty percent (30%) or more of the then outstanding common stock of Athens to a person other than (i) the shareholders owning said stock as of the date of the Agreements, or (ii) the family members of any such shareholder (such transfers in clauses (i) and (ii) each an "Allowable Transfer").

3. Assumption of Obligations.

No attempted assignment or Transfer of any of Athens' obligations hereunder shall be effective unless and until the successor party executes and delivers to Agency or City, as appropriate, a written assumption agreement in a form reasonably approved by the Agency/City assuming such obligations. Following any such assignment or Transfer of any of the rights and interests of Athens under this Agreement, the exercise, use and enjoyment shall continue to be subject to the terms of this Agreement to the same extent as if the assignee or transferee were Athens.

4. Release of Athens.

Agency's or City's consent to a Transfer shall not be deemed to release Athens of liability for performance under this Agreement unless such release is specific and in writing executed by Agency or City, as appropriate. Such release shall not be unreasonably withheld, conditioned, or delayed. Upon the written consent of Agency/City to the complete assignment of this Agreement and the express written assumption of the assigned obligations of Athens under this Agreement by the assignee, Athens shall be relieved of its legal duty from the assigned obligations under this Agreement, except to the extent Athens is in default under the terms of this Agreement prior to said Transfer.

5. Agency Assignment to City.

It is expressly agreed that Agency shall have the unrestricted right to sell or assign its rights under this Agreement to the City of Irwindale, or to any public or quasi-public entity, or any other agency or body that is controlled by the City without prior notice to or approval of Athens. If the Agency's interest and estate in and to the Site is sold or assigned by the Agency, the Agency shall be entirely freed, relieved, and discharged of all covenants, agreements, and obligations under this Agreement, except those occurring prior to the date of such sale or assignment by Agency and attributable to Agency's period of ownership of such interest and estate. Athens shall in the event of sale or assignment of Agency's interest in the Site, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage or deed of trust made by Agency covering the Site, attorn to the purchaser and recognize such purchaser as the Agency's successor party under this Agreement and City's successor under the City Agreements, if appropriate.

D. (§ 304) Preliminary License to Access Site for Due Diligence, Feasibility Period & Schedule of Performance.

1. License to Enter Site For Due Diligence Prior to Effective Date.

From the execution of this Agreement by the Agency through the Close of the Feasibility Period, Agency grants a license to Athens to enter upon the Site for the purposes of determining (i) the physical condition of the Site (*e.g.*, environmental, geotechnical analyses) to verify that the Site is suitable for Athens' intended use, (ii) that all title and survey matters are acceptable, and (iii) that Athens will be able to obtain all necessary approvals, permits and/or consents necessary for the Project. Athens and representatives of Athens shall have the right of access to and entry upon the Site at all reasonable times, for the purpose of inspecting the condition of the Site and obtaining data and making surveys and tests necessary to implement this Agreement, including, but not limited to, soil borings, percolation tests, test pits, environmental studies, water pressure tests, surveys and other related investigations. As part of the license granted to Athens for its investigations, Athens shall have the right to conduct soils, engineering, or other tests and studies regarding the physical condition of the Site.

Notwithstanding the Effective Date as to all other provisions of this Agreement, Athens' license to access the Site for purposes of conducting these investigations shall take effect immediately upon Agency Board's adoption of this Agreement. With respect to its exercise of the license granted herein, Athens shall indemnify, defend and hold Agency harmless from and against any claims, injuries, or damages directly or indirectly resulting from (and only to the extent of) any such entry or activity undertaken pursuant to the authority of this Section, and expressly excluding therefrom any claim arising from (a) the gross negligence or willful misconduct of Agency or City or their respective agents or (b) any pre-existing conditions at the Site, unless such pre-existing condition was physically exacerbated as a direct result of the inspection or testing of the Site by Athens or its agents (in which event Agency's claim shall be limited to damages incurred in respect of such exacerbation). Notwithstanding the foregoing or any other provision of this Agreement, following the Close of Escrow Section 407 hereof shall apply to any pre-existing conditions of the Site. Any activity by Athens pursuant to the license granted herein shall

only be undertaken after Athens has secured all necessary permits, if any, for such activity from the appropriate governmental agencies.

2. Investigations of Site During Feasibility Period.

Completion of the Feasibility Period shall serve as an acknowledgement by Athens that it has investigated and has knowledge of all environmental/geotechnical conditions, operative or proposed governmental laws and regulations (including, but not limited to, zoning, environmental and land use laws and regulations), and site suitability prerequisites to which the Site is or may be subject. To the extent any site feasibility investigations are not actually conducted by Athens prior to the expiration of the Feasibility Period, Athens shall take the Site in an "As Is" condition and Athens shall release the Agency and/or City from any and all claims it may have as to the condition of the Site and/or its suitability for Athens' Project and/or MRF/TS operations. Notwithstanding the actual extent of Athens' investigation of the Site during the Feasibility Period, upon the expiration of the Feasibility Period, Athens shall hereby warrant that Athens will accept the Premises, if at all, solely upon the basis of its own review and determinations. Notwithstanding the preceding sentence, Athens acknowledges that it has received copies of a draft preliminary title report, survey and Phase I Environmental Site Assessment for the Site.

3. Approval or Disapproval of Site Condition.

Athens shall notify Agency on or before the expiration of the Feasibility Period, in writing, whether Athens has approved or disapproved the physical condition of the Site and/or its suitability for the Project and/or MRF/TS operations.

If Athens notifies Agency in writing of its disapproval of the physical condition and Project suitability of the Site, such notice shall specify the reasons for such disapproval and the Parties may, at the election of the Agency, agree to an allocation of the costs to cure any deficiencies in the Site's condition. If Athens disapproves the condition of the Site in its sole and absolute discretion, or if the Parties are unable to negotiate a cure of such deficiencies that is acceptable to Athens in its sole and absolute discretion after a period of thirty (30) days, then Athens may elect to terminate this Agreement and the other Agreements in effect (other than the Franchise Agreement – Trash Collection and Street Sweeping), in which case the amount paid by Athens as and for the Initial Deposit and, if applicable, additional funds advanced by Athens under the Reimbursement Agreement, and, if applicable, the Deposit, less any expenses incurred by City/Agency qualified to reimbursement pursuant to the Reimbursement Agreement, will be returned to Athens as outlined in the Reimbursement Agreement, and the Parties shall have no further obligations to one another under this Agreement.

If Athens approves the physical condition and Project suitability of the Site prior to the expiration of the Feasibility Period or any extensions thereof, then the Deposit shall become non-refundable on the Close of Escrow (except in the case of a default by Agency or as otherwise provided in Section 700, or as otherwise provided by the Reimbursement Agreement), and the Parties hereto shall have all of the rights and obligations as set forth herein. Failure of Athens to notify Agency of its approval or disapproval before the end of the Feasibility Period shall be deemed a disapproval hereunder.

IV. (§ 400) ACQUISITION AND DISPOSITION OF THE SITE.

A. (§ 401) Acquisition.

Agency has owned, and currently owns, Title to the Site.

B. (§ 402) Conveyance.

In accordance with and subject to all the terms, covenants and conditions of this Agreement, Agency agrees to convey the Site to Athens subject to the terms of the Deed, and Athens agrees to accept the Site and develop the Site with a MRF/TS facility (as more particularly described in the Development Agreement).

C. (§ 403) Escrow.

Athens shall deposit into Escrow the full Purchase Price for the Site as a condition to Closing of Escrow. Escrow shall be opened upon the last to occur of the execution of this Agreement, the City Agreements, the Other Agreements and the adoption of the Ordinances. The Schedule of Performance shall be adjusted at the Close of Escrow to reflect the actual Close of Escrow. This Agreement shall constitute the joint escrow instructions of Agency and Athens, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of Escrow. Escrow Agent is empowered to act under these instructions. Agency and Athens shall promptly prepare, execute, and deliver to the Escrow Agent such additional escrow instructions consistent with the terms herein as shall be reasonably necessary. No provision of any additional escrow instructions shall modify this document without specific written approval of the modification(s) by both Athens and Agency.

D. (§ 404) Conditions To Closing.

1. Athens' Conditions to Closing Escrow.

Athens' acquisition of the Site via Closing of Escrow hereunder, shall, in addition to any other conditions set forth herein in favor of Athens, be conditional and contingent upon the satisfaction (or waiver by Athens), in its sole and absolute discretion, of each and all of the following conditions (collectively the "Athens' Conditions to Closing") within the time provided in the Schedule of Performance:

(a) In accordance with Athens' rights to examine title pursuant to Section 406 below, Title shall be conveyed in a good condition subject only to those exceptions recited in the Deed (Attachment 6 hereto) and those exceptions to Title approved by Athens pursuant to Section 406, and the Title Company shall have agreed to issue a Title Policy in the amount of the Purchase Price, with such endorsements as may be required by Athens.

(b) Agency shall have deposited into Escrow the executed Deed (Attachment 6).

(c) Athens shall have approved, accepted or waived the environmental and physical condition of the entire Site and have accepted the Site free and clear of any rights of possession of tenants or any other persons or entities.

(d) As of the Closing of Escrow, the City Agreements and the Other Agreements shall have been executed by the respective parties thereto, the Ordinances shall have been adopted by the City and the City and the Agency shall not be in default hereunder or in default under one of the City Agreements or the Other Agreements nor shall there be any event or occurrence which with the passage of time or giving of notice or both would constitute such a default by Agency or the City.

(e) Agency shall have deposited into Escrow a certificate of non-foreign status ("FIRPTA Certificate") in such form as may be required by the Internal Revenue Service pursuant to Section 1445 of the Internal Revenue Code.

(f) Agency shall have deposited funds into Escrow in the amount of Agency's share of the Escrow costs, title and transfer fees, each as determined by the Escrow Agent.

(g) Agency shall have deposited into Escrow any approvals received from the DOF or other such documents relating to the PMP as reasonably needed by Athens for it to obtain a satisfactory condition of Title.

(h) Athens' completion of its Site inspection pursuant to the Feasibility Period and approval of the Site's condition thereby.

Any written waiver by Athens of the foregoing conditions shall not require an amendment to this Agreement. In the event that Agency fails to satisfy Athens' foregoing conditions or defaults in the performance of its obligations hereunder, Athens may terminate this Escrow without any liability to Agency and receive back the refundable portion of the Deposit.

2. Agency's Conditions to Closing.

The Agency's obligation to deliver Title over the Site to Athens and close Escrow hereunder shall, in addition to any other conditions set forth herein, be conditional and contingent upon the satisfaction (or waiver by Agency), in its sole and absolute discretion, of each and all of the following conditions (collectively the "Agency's Conditions to Closing") within the time provided in the Schedule of Performance:

(a) Athens shall have deposited into Escrow the Purchase Price.

(b) The Required Approvals shall have been obtained, City shall have approved the final building plans for the Project, and upon payment of the normal City fees and posting of any required security at the Closing, Athens shall be in a position to pull a building permit and commence construction of the MRF/TS.

(c) Athens shall have deposited into Escrow proof that Athens has obtained a sub-easement or license from the LADWP under which Athens may utilize the LADWP Easement area for Athens' use and occupation of the LADWP Easement area for MRF/TS parking and appurtenant uses.

(d) Athens shall have deposited into Escrow proof that Athens has obtained a sub-easement or license from SCE under which Athens may utilize the SCE Easement area for Athens' use and occupation of the SCE Easement area for parking, vehicle circulation and appurtenant uses.

(e) Athens shall not have made a transfer in violation of Section 303 hereof.

(f) At the scheduled date for the Closing, Athens shall not be in default hereunder or in default under one of the other Agreements, nor shall there be an event or occurrence which, with the passage of time or giving of notice or both, would constitute such a default by Athens.

(g) Athens shall have deposited into Escrow the fully executed CC&Rs in recordable form.

(h) Athens shall have deposited the balance of the Deposit due from Athens to the Agency and Athens' share of the Escrow costs, title and transfer fees as determined by the Escrow Agent.

(i) Athens' completion of its Site inspection pursuant to the Feasibility Period and approval of the Site's condition thereby.

Any written waiver by Agency of the foregoing conditions shall not require an amendment to this Agreement. In the event that Athens fails to satisfy Agency's foregoing conditions or defaults in the performance of its obligations hereunder, Agency may terminate this Escrow without any liability to Athens.

3. Procedures for Failure of Conditions(s) to Purchase Closing; Termination.

In the event one or more of Athens' Conditions to Closing or Agency's Conditions to Closing are not timely satisfied or waived by the benefited Party, the benefited Party shall have the right to terminate the Escrow and this Agreement. In such event, the terminating Party may, in writing, demand return of its money (including any refundable portion of the Deposit, if the

Athens is the terminating Party), papers, or documents from the Escrow Agent and shall deliver a copy of such demand to the non-terminating Party, which notice shall state the condition that has not been satisfied. No demand shall be recognized by the Escrow Agent until ten (10) days after the Escrow Agent shall have mailed copies of such demand to the non-terminating Party, and if no objections are raised in writing to the terminating Party and the Escrow Agent by the non-terminating Party within the ten (10) day period the Escrow Agent shall comply with the terminating Party's request. In the event the non-terminating Party timely objects, an additional thirty (30) day opportunity to cure or otherwise satisfy the unperformed conditions shall be provided and only if the unperformed condition remains unsatisfied at the end of said 30-day period shall the termination occur.

E. (§ 405) Closing Escrow.

1. Site Possession Delivered Concurrent with Closing.

Escrow shall close after satisfaction (or waiver by the benefited party) of all conditions to Closing, but not later than the date specified in the Schedule of Performance, unless extended by the mutual written agreement of the Parties or by an Enforced Delay. Possession of the Site (i.e., full Site possession rights appurtenant to full Title, as opposed to the license rights granted to Athens pursuant to the Feasibility Period) shall be granted to Athens concurrently with the Closing.

2. Escrow Agent to Advise of Costs.

On or before the date set in the Schedule of Performance, the Escrow Agent shall advise the Agency and Athens in writing of the fees, charges, and costs necessary to clear Title and close Escrow, and of any documents which have not been provided by said Party and which must be deposited in Escrow to permit timely Closing.

3. Deposits by Agency and Athens Prior to Closing.

On or before, but not later than, one (1) business day prior to the date set for the Closing in the Schedule of Performance, Agency shall deposit into Escrow (i) the Deed for the Site, executed and acknowledged by Agency; (ii) the executed and acknowledged CC&Rs; (iii) a certificate of non-foreign status; and (iv) payment to Escrow Agent of Agency's share of Escrow costs, title and transfer fees, each as determined by the Escrow Agent pursuant to Section 405.

On or before, but not later than, one (1) business day prior to the date set for the Closing in the Schedule of Performance, Athens shall deposit into Escrow (i) an estoppel certificate certifying that Agency has completed all acts, other than as specified, necessary for conveyance, if such be the fact; (ii) the executed and acknowledged CC&Rs; (iii) the Purchase Price; and (iv) payment to Escrow Agent of Athens' share of Escrow costs, title and transfer fees, each as determined by the Escrow Agent pursuant to Section 405.

Prior to the Closing Date, Athens and Agency shall execute and deliver a certificate ("Taxpayer ID Certificate") in such form as may be required by the IRS pursuant to Section 6045 of the Internal Revenue Code, or the regulations issued pursuant thereto, certifying as to the description of the Site, date of Closing, gross price, if any, and taxpayer identification number for Athens and Agency. Prior to the Closing, Athens and Agency shall cause to be delivered to the

Escrow Agent such other items, instruments and documents, and the Parties shall take such further actions, as may be necessary or desirable in order to complete the Closing. At the Closing neither Party shall be in breach of its obligations hereunder.

4. Recordation.

Upon the completion by the Agency and Athens of the deliveries and actions specified in these Escrow instructions precedent to Closing, the Escrow Agent shall be authorized to buy, affix and cancel any documentary stamps and pay any transfer tax and recording fees, if required by law, and thereafter cause to be recorded in the appropriate records of Los Angeles County, California, the Deed, the CC&Rs, and any other appropriate instruments delivered through this Escrow, if necessary or proper to vest Title in Athens in accordance with the terms and provisions herein. Concurrent with recordation, Escrow Agent shall deliver the Title Policy to Athens insuring Title and conforming to the requirements of Section 406. Following recordation, the Escrow Agent shall deliver copies of said instruments to Athens and Agency.

F. (§ 406) Title Matters.

1. Condition of Title at Closing.

At the Closing, Agency shall convey to Athens fee simple merchantable Title to the Site, subject only to: (i) this Agreement, the City Agreements and Other Agreements to the extent applicable, and the Deed; (ii) current taxes, a lien not yet payable; (iii) quasi-public utility, public alley and public street easements of record; (iv) the LADWP Easement and appurtenant rights-of-way and licenses; (v) the SCE Easement and appurtenant rights-of-way and licenses; and (vi) CC&Rs and other encumbrances and title exceptions approved by Athens pursuant to Section 406(3) below or required by this Agreement or the other Agreements. Agency shall convey Title pursuant to the Deed in the form set forth in Attachment 6 hereto.

2. Agency Not to Encumber Site.

Agency hereby warrants to Athens that it has not and will not, prior to Closing of Escrow, transfer, sell, hypothecate, pledge, or otherwise encumber the Site or any part thereof.

3. Approval of Title Exceptions Pursuant to Athens' Exercise of Option to Purchase.

At least sixty (60) days prior to the date of Closing, Athens shall obtain a preliminary title report for the Site dated no earlier than the date of this Agreement, including copies of all documents referenced therein. At least thirty (30) days prior to the date of Closing, Athens shall deliver to Agency written notice, with a copy to Escrow Agent, specifying in detail any significant exception disapproved by Athens and the reasons therefore ("Title Exceptions Notice"). Within seven (7) days after receiving said Title Exceptions Notice, Agency shall deliver written notice to Athens as to whether Agency will or will not cure the disapproved exceptions. If Agency elects not to cure the disapproved exceptions, Athens may terminate the Escrow but without any liability of Agency to Athens, or Athens may withdraw its earlier disapproval. If Agency so elects to cure the disapproved exceptions, Agency shall notify Athens of its election in writing within and in such event the cure shall be completed on or before the Closing.

4. Exclusion of Oil, Gas, and Hydrocarbons.

Title shall be conveyed subject to the exclusion therefrom to the extent now or hereafter validly excepted and reserved by the parties named in deeds, leases and other documents of record of all oil, gas, hydrocarbon substances and minerals of every kind and character lying more than five hundred feet (500') below the surface, together with the right to drill into, through, and to use and occupy all parts of the Site lying more than five hundred feet (500') below the surface thereof for any and all purposes incidental to the exploration for and production of oil, gas, hydrocarbon substances or minerals from the Site but without, however, any right to use either the surface of the Site or any portion thereof within five hundred feet (500') of the surface for any purpose or purposes whatsoever.

5. Title Policy.

At the Closing, the Title Company shall furnish Athens with a standard C.L.T.A. Owner's Policy of Title Insurance (the "Title Policy") covering Athens' fee interest in the amount, at a minimum, equal to the Purchase Price, and wherein the Title Company shall insure that Title to the Site is vested in Athens, with no exception to such Title which has not been approved or waived by Athens in accordance with this Section. The Title Policy shall also include any available additional or extended coverage or endorsements that Athens has reasonably requested. Agency shall pay the title insurance premium for standard coverage for a C.L.T.A. policy and for any endorsements necessary to cure any disapproved title exceptions, and Athens shall pay for the premium for said additional or extended coverage, including but not limited to an A.L.T.A. policy or special endorsements or survey.

G. (§ 407) Physical and Environmental Condition of Site.

1. Athens' Approval of Physical and Environmental Condition; Site Assessment and Remediation.

Prior to the Closing, Athens and its employees, agents and contractors shall have the right to enter onto the Site to conduct soils, engineering, or other tests and studies, to perform preliminary work or for any other purposes to carry out the terms of this Agreement (including due diligence activities during the Feasibility Period pursuant to Section 304 hereof). Athens shall indemnify, defend and hold Agency harmless from and against any claims, injuries or damages arising out of any such Site entry or activity, provided that such indemnity shall not apply to Athens' discovery of Hazardous Materials. Any on-Site due diligence activities shall be undertaken only after securing any necessary permits from the appropriate governmental agencies.

During or prior to the commencement of the Feasibility Period, Agency shall deliver to Athens copies of all documents in the Agency's or City's possession concerning the physical and/or environmental condition of the Site (the "Site Documents"). Athens acknowledges that the Agency has performed Phase I and Phase II Site Assessments. Athens acknowledges receipt of copies of said Site Assessments. Athens shall notify Agency whether Athens approves or disapproves the physical and/or environmental condition of the Site in accordance with Section 304 hereof.

2. **Disclaimer of Warranties.**

After expiration of the Feasibility Period and upon the Closing, Athens shall acquire the Site in its "AS-IS" condition and shall be responsible for any defects in the Site, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of the Site, and the existence of any contamination, Hazardous Materials, vaults, debris, pipelines, or other structures located on, under or about the Site, and Agency makes no other representation or warranty concerning the physical, environmental, geotechnical or other condition of the Site, the suitability of the Site for the Project, or the present use of the Site, and Agency specifically disclaims all representations or warranties of any nature concerning the Site made by it, the City and their respective employees, agents and representatives except as otherwise provided in this Agreement and the City Agreements. The foregoing disclaimer includes, without limitation, topography, climate, air, water rights, utilities, soil, subsoil, existence of Hazardous Materials or similar substances, the purpose for which the Site is suited, or drainage. Agency makes no representation or warranty concerning the compaction of soil upon the Site, nor of the suitability of the soil for construction.

3. **Hazardous Materials.**

Athens understands and agrees that in the event Athens incurs any loss or liability concerning Hazardous Materials (as hereinafter defined) and/or underground storage tanks whether attributable to events occurring prior to or following the Closing, then Athens may look to prior owners of the Site, but in no event shall Athens look to Agency or City for any liability or indemnification regarding Hazardous Materials and/or underground storage tanks. Athens, and each of the entities constituting Athens, if any, from and after the Closing, hereby waives, releases, remises, acquits and forever discharges Agency, City, their directors, officers, shareholders, employees, and agents, and their heirs, successors, personal representatives and assigns, of and from any and all Environmental Claims, Environmental Cleanup Liability and Environmental Compliance Costs, as those terms are defined below, and from any and all actions, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, loss, costs, liabilities and expenses, which concern or in any way relate to the physical or environmental conditions of the Site, the existence of any Hazardous Material thereon, or the release or threatened release of Hazardous Materials therefrom, whether existing prior to, at or after the Closing. It is the intention of the Parties pursuant to this release that any and all responsibilities and obligations of Agency and City, and any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of Athens, its successors, assigns or any affiliated entity of Athens, against the Agency or City, arising by virtue of the physical or environmental condition of the Site, the existence of any Hazardous Materials thereon, or any release or threatened release of Hazardous Material therefrom, whether existing prior to, at or after the Closing, are by this release provision declared null and void and of no present or future force and effect as to the parties; provided, however, that no parties other than the Indemnified Parties (defined below) shall be deemed third party beneficiaries of such release. **In connection therewith, Athens and each of the entities constituting Athens, expressly agree to waive any and all rights which said party may have with respect to such released claims under Section 1542 of the California Civil Code which provides as follows:**

"A general release does not extend to claims which the creditor

does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Athens and each of the entities constituting or related to Athens, shall, from and after the Closing, defend, indemnify and hold harmless Agency, City and their officers, directors, employees, agents and representatives (collectively, the "Indemnified Parties") from and against any and all Environmental Claims, Environmental Cleanup Liability, Environmental Compliance Costs, and any other claims, actions, suits, legal or administrative orders or proceedings, demands or other liabilities resulting from any Hazardous Materials existing on the Site after Close of Escrow or the release or threatened release of any such Hazardous Materials onto the Site of any kind whatsoever, including, but not limited to, all foreseeable and unforeseeable damages, fees, costs, losses and expenses, including any and all attorneys' fees and environmental consultant fees and investigation costs and expenses, directly or indirectly arising therefrom, and including fines and penalties of any nature whatsoever, assessed, levied or asserted against any Indemnified Parties to the extent that the fines and/or penalties are the result of a violation or an alleged violation of any Environmental Law.

For purposes of this Section and the indemnities and releases hereof, the following terms shall have the following meanings:

"**Environmental Claim**" means any claim for personal injury, death and/or property damage made, asserted or prosecuted by or on behalf of any third party, including, without limitation, any governmental entity, relating to the Site or its operations and arising or alleged to arise under any Environmental Law.

"**Environmental Cleanup Liability**" means any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination or any Hazardous Materials on or under all or any part of the Site, including the ground water thereunder, including, without limitation, (A) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (B) any cost, expense, loss or damage incurred with respect to the Site or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

"**Environmental Compliance Cost**" means any cost or expense of any nature whatsoever necessary to enable the Site to comply with all applicable Environmental Laws in effect. "Environmental Compliance Cost" shall include all costs necessary to demonstrate that the Site is capable of such compliance.

"**Environmental Law**" means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (A) pollution or protection of the environment, including natural resources, (B) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (C) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities,

or (D) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

"**Hazardous Material**" is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority (other than the City or Agency), the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (A) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (B) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (C) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (D) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (E) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (F) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (G) asbestos; (H) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (I) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (J) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. § 1317; (K) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); (L) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601); (M) defined as "Hazardous Material" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq.; or (N) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or underground storage tanks, as now, or at any time here-after, in effect.

Notwithstanding any other provision of this Agreement, Athens' release and indemnification as set forth in the provisions of this Section shall continue in perpetuity.

H. (§ 408) Costs of Escrow.

1. Allocation of Costs.

The Escrow Agent is authorized to allocate costs as follows: Athens shall pay its share of the cost of the Title Policy as provided in Section 406(5) above. Agency shall pay its share of the cost of the Title Policy as provided in Section 406(5) above, as well as the documentary transfer tax and all recording fees, if applicable. Athens and Agency shall each pay one-half of all Escrow and similar fees, provided that if one Party defaults under this Agreement or cancels the Escrow

through no fault of the other, the defaulting or canceling Party shall pay all Escrow fees and charges.

2. Prorations and Adjustments.

Ad valorem taxes and assessments on the Site and insurance for the current year shall be prorated by the Escrow Agent as of the date of Closing with the Agency responsible for those levied, assessed or imposed prior to Closing and Athens responsible for those after Closing. If the actual taxes are not known at the date of Closing, the proration shall be based upon the most current tax figures. When the actual taxes for the year of Closing become known, Athens and Agency shall, within thirty (30) days thereafter, reprorate the taxes in cash between the Parties.

3. Extraordinary Services of Escrow Agent.

It is understood that Escrow fees and charges contemplated by this Agreement incorporate only the ordinary services of the Escrow Agent as listed in these instructions. In the event that the Escrow Agent renders any service not provided for in this Agreement, or that the Escrow Agent is made a party to, or reasonably intervenes in, any litigation pertaining to this Escrow or the subject matter thereof, then the Escrow Agent shall be reasonably compensated for such extraordinary services and reimbursed for all costs and expenses occasioned by such default, controversy or litigation.

4. Escrow Agent's Right to Retain Documents.

Escrow Agent shall have the right to retain all documents and/or other things of value at any time held by it hereunder until such compensation, fees, costs and expenses shall be paid.

I. (§ 409) Responsibility of Escrow Agent.

1. Deposit of Funds.

All funds received in Escrow, if any, shall be deposited by the Escrow Agent in a special escrow account with any state or national bank doing business in the State of California and may not be combined with other escrow funds of Escrow Agent or transferred to any other general escrow account or accounts.

2. Notices.

All communications from the Escrow Agent shall be directed to the addresses and in the manner provided in Section 801 of this Agreement for notices, demands and communications between Agency and Athens.

3. Sufficiency of Documents.

The Escrow Agent is not to be concerned with the sufficiency, validity, correctness of form, or content of any document prepared outside of Escrow and delivered to Escrow. The sole duty of the Escrow Agent is to accept such documents and follow Athens' and Agency's instructions for their use.

4. Exculpation of Escrow Agent.

The Escrow Agent shall in no case or event be liable for the failure of any of the Conditions to Closing of this Escrow, or for forgeries or false personation, unless such liability or damage is the result of negligence or willful misconduct by the Escrow Agent.

5. Responsibilities in the Event of Controversies.

If any controversy documented in writing arises between Athens and Agency or with any third party with respect to the subject matter of this Escrow or its terms or conditions, the Escrow Agent shall not be required to determine the same, to return any money, papers or documents, or take any action regarding the Site prior to settlement of the controversy by a final decision by an arbitrator, by a court of competent jurisdiction, or by written agreement of the parties to the controversy, as the case may be. The Escrow Agent shall be responsible for timely notifying Athens and Agency of the controversy. In the event of such a controversy, the Escrow Agent shall not be liable for interest or damage costs resulting from failure to timely close Escrow or take any other action unless such controversy has been caused by the failure of the Escrow Agent to perform its responsibilities hereunder.

V. (§ 500) DEVELOPMENT OF THE SITE.

Provisions relating to development of the Site and the Project will be set forth in the Development Agreement. The provisions of the Development Agreement will be considered an integral part of the Site sale contemplated by this Agreement, such that the default of one agreement shall constitute a default of the other. Athens agrees and acknowledges that it shall be subject to any additional conditions set forth in the Development Agreement

VI. (§ 600) USES OF THE SITE.

A. (§ 601) Use For Materials Recovery Facility and Transfer Station.

Athens covenants and agrees for itself, its successors, its assigns and every successor in interest that during construction and thereafter, Athens and such successors and such assigns shall devote the Site to the uses specified therefor in the PMP and in this Agreement and the Agreements. Athens further agrees to commence and conduct business operations in accordance with the terms of the Franchise Agreement – Operations, to use, devote, and maintain the Site and each part thereof only for MRF/TS and appurtenant uses, subject to the restrictions contained in this Agreement and the other City Agreements. Nothing herein shall constitute a covenant for continuous operations. In general, Athens shall operate the business conducted by it on the Site in a prudent manner, exercising Athens' customary business practices and hours of operation, all as may be established in the Franchise Agreement – Operations.

B. (§ 602) Obligation to Refrain from Discrimination.

There shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the rental, sale, lease, sublease, transfer, use, occupancy, or enjoyment of the Site, or any portion thereof, nor shall Athens, or any person claiming under or through Athens, establish or permit any

such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site or any portion thereof. The nondiscrimination and nonsegregation covenants contained herein shall remain in effect in perpetuity.

C. (§ 603) Form of Nondiscrimination and Nonsegregation Clauses.

Athens shall refrain from restricting the rental, sale, occupation or lease of any portion of the Site on the basis of race, color, creed, religion, sex, sexual preference, marital status, ancestry or national origin of any person. All such deeds, leases, contracts or other transactions shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

1. Deeds.

In Deeds the following language shall appear: "The grantee herein covenants by and for himself or herself or itself, his or her or its heirs, executors, administrators, and assigns, and all persons claiming under or through him or her or it, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee, or any persons claiming under or through him or her or it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

2. Leases.

In any Leases the following language shall appear: "The lessee herein covenants by and for himself or herself or itself, his or her or its heirs, executors, administrators and assigns, and all persons claiming under or through him or her or it, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee, or any person claiming under or through him or her or it, establish or permit any such practice or practices, of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

3. Contracts.

Any contracts which Athens or Athens' heirs, executors, administrators, or assigns propose to enter into for the sale, transfer, or leasing of the Site shall contain a nondiscrimination and nonsegregation clause substantially as set forth in this Section. Such clause shall bind the contracting party and subcontracting party or transferee under the instrument.

D. (§ 604) Covenants Run with Land; Effect of Covenants.

1. Covenants Run with the Land.

(a) All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring any rights or interests in the Site, or any portion thereof, whether by operation of laws or in any manner whatsoever and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns;

(b) All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law; and

(c) Each covenant to do or refrain from doing some act on the Site hereunder (i) is for the mutual benefit and burden of, and is a burden upon, the Site and every portion thereof, (ii) runs with such lands, and (iii) is binding upon each Party and each successive owner during its ownership of the Site or any portion thereof, and each person having any interest therein derived in any manner through any owner of such lands, or any portion thereof, and each other person succeeding to an interest in such lands.

2. Agency Beneficiary.

Agency is deemed a beneficiary of the terms and provisions of this Agreement and of the restrictions and covenants running with the land for and in its own right for the purposes of protecting the interests of the community in whose favor and for whose benefit the covenants running with the land have been provided. The covenants in favor of Agency shall run without regard to whether Agency has been, remains or is an owner of any land or interest therein in the Site or in the PMP. Agency shall have the right, if any of the covenants set forth in this Agreement which are provided for its benefit are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it may be entitled. With the exception of the City, no other person or entity shall have any right to enforce the terms of this Agreement under a theory of third-party beneficiary or otherwise. The covenants running with the land and their duration are set forth herein, in the Deed, in the other Agreements, and the CC&Rs.

VII. (§ 700) DEFAULTS, REMEDIES, TERMINATION, AND LITIGATION.

A. (§ 701) Defaults and Right to Cure.

Subject to any Enforced Delay, failure or delay by either Party to timely perform any covenant of this Agreement constitutes a default under this Agreement, but only if the Party who

so fails or delays does not commence to cure, correct or remedy such failure or delay within thirty (30) days after receipt of a written notice specifying such failure or delay, and does not thereafter prosecute such cure, correction or remedy with diligence to completion; provided that if the default is an immediate danger to the health, safety and general welfare, then the injured Party may specify a shorter period and require immediate action, as may be reasonable under the circumstances.

The injured Party shall give written notice of default to the Party in default, specifying the default complained of by the injured Party. Except as required to protect against further damages, the injured party may not institute proceedings against the Party in default until thirty (30) days after giving such notice, except if a shorter time applies as specified above in this Section 701. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

Except as otherwise provided in this Agreement, waiver by either Party of the performance of any covenant, condition, or promise shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition, or promise. Waiver by either Party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right as to any default shall not operate as a waiver of any default or of any rights or remedies or to deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

B. (§ 702) Legal Actions.

1. Institution of Legal Actions.

In addition to any other rights or remedies, and subject to the requirements of Section 701, either Party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Legal actions must be instituted and maintained in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court in that county.

2. Applicable Law and Forum.

The internal laws of the State of California shall govern the interpretation and enforcement of this Agreement without regard to conflict of law principles.

3. Acceptance of Service of Process.

In the event that any legal action is commenced by Athens against Agency, service of process on Agency shall be made by personal service upon the Executive Director or Secretary of Agency, or in such other manner as may be provided by law. In the event that any legal action is commenced by Agency against Athens, service of process on Athens shall be made in such manner as may be provided by law and shall be valid whether made within or without the State of California.

C. (§ 703) Rights and Remedies are Cumulative.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of its 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.

D. (§ 704) Specific Performance.

In addition to any other remedies permitted by this Agreement, if subsequent to the Closing either Party defaults hereunder by failing to perform any of its obligations herein, the other Party shall be entitled to seek the judicial remedy of specific performance. In this regard, Athens specifically acknowledges that Agency is entering into this Agreement for the purpose of assisting in the redevelopment of the Site and not for the purpose of enabling Athens to speculate in real property. Notwithstanding any other provision set forth in this Agreement to the contrary, in no event shall Agency have a right prior to the Closing to seek specific performance or other equitable relief to compel Athens to close the Escrow or proceed with development of the Project.

E. (§ 706) Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend any action or proceeding in any way arising out of the Parties' agreement to, or performance of this Agreement, or is made a Party to any action or proceeding by the Escrow Agent or other third party, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees from the other. As used herein, the "prevailing party" shall be the Party determined as such by a court of law pursuant to the definition in Code of Civil Procedure Section 1032(a)(4), as it may be subsequently amended. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

F. (§ 707) Defense of Actions; Indemnity.

1. Non-liability of Agency for Entitlements.

As set forth above, Agency has determined that this Agreement is consistent with the General Plan, the PMP, and zoning applicable to the Site and that the development approvals meet all of the legal requirements of state law. The Parties acknowledge that:

(a) In the future there may be challenges to legality, validity and adequacy of the General Plan, PMP, any applicable specific plan, the development approvals and/or this Agreement or other City Agreements; and

(b) If successful, such challenges could delay or prevent the performance of this Agreement and the development of the Project.

In addition to the other provisions of this Agreement, including, without limitation, the provisions of this Section 707, Agency shall have no liability under this Agreement for the inability of Athens to develop the Site as contemplated by this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, any applicable specific plan, the development approvals, this Agreement or other City Agreements or portions thereof, are invalid or inadequate or not in compliance with law.

2. Participation in Litigation: Indemnity.

(A) *General Indemnity Obligations of Athens.* Athens agrees to indemnify Agency, City and their elected boards, commissions, officers, agents and employees and will hold and save them and each of them harmless from any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations and expenses (including but not limited to attorneys' fees and costs) against the City and/or Agency for any Claims or Litigation which arise during the Term of this Agreement directly relating to Athens' occupancy of, or activities on, the Site. City or Agency shall promptly provide Athens with notice of the pendency of any such Claims or Litigation and request that Athens defend the same. If City or Agency fails promptly to notify Athens of any such Claims or Litigation or fails to cooperate fully in the defense thereof, Athens shall not, thereafter, be responsible to defend, indemnify, or hold harmless City/Agency. Claims or Litigation may be defended by the City Attorney's office or use legal counsel of the City's choosing, but Athens shall reimburse City or Agency, as appropriate, for any reasonable legal costs incurred by City/Agency. In any case neither City nor Agency shall have liability to Athens. Athens' obligation to pay the defense cost shall extend until judgment and thereafter through any appeals. In the event of an appeal or a settlement offer, the Parties will confer in good faith as to how to proceed, and the resolution of any such appeal and the Parties' response to any such settlement offer shall require the consent of both Parties, which consent shall not be unreasonably withheld, conditioned or delayed.

(B) *Protections for Athens & City In Case of Settlement.* After two (2) years have elapsed from the filing of any court action on any Claims or Litigation without resolution of such action, the Parties agree to meet and confer within thirty (30) days, and to continue to meet and confer for a period of up to six (6) months thereafter (the "Settlement Negotiation Period"), to work in good faith towards a proposed settlement offer to the counterparties in such Claims or Litigation, and negotiate such settlement to a mutually satisfactory resolution (a "Settlement"). Each Party shall be reasonable in its approval or disapproval of any proposed Settlement. Upon the expiration of the Settlement Negotiation Period, if the Parties are unable to agree upon a mutually-acceptable Settlement proposal to the counterparty(ies), then the City/Agency shall have the unilateral right to settle such Claims or Litigation brought against it in its sole and absolute discretion. If Athens opposes the terms of the Settlement entered into by the City/Agency, then Athens may elect, in its sole and absolute discretion, to either (a) terminate this Agreement, in which event any amounts paid by Athens to the City under the Reimbursement Agreement (or any amendments thereto) and not actually expended by the City or Agency for the purposes set forth therein will be returned to Athens, and the Parties shall have no further obligations to one another under this Agreement, or (b) agree to proceed with the Project, as modified by the Settlement.

In the event that Athens agrees to proceed with the Project, but the Settlement would result in a material adverse change in the density or intensity of the Project (as reasonably determined by

the Parties), then the following amounts shall be returned to Athens by the City/Agency: (i) any amounts paid by Athens to the City under the Reimbursement Agreement (or any amendments thereto) and not actually expended by the City/Agency for the purposes set forth therein will be returned to Athens, and (ii) any documented Aggregate Entitlements Defense Costs (defined below) actually paid by Athens to the City Attorney or other designated legal representatives of the City/Agency in the subject litigation.

(C) *Cap on Legal Defense Costs.* Notwithstanding anything to the contrary set forth herein, if at any time the aggregate costs of attorneys' fees (including those of the City Attorney), court costs and/or consultant fees incurred in the course of defending the legality, validity or adequacy of this Agreement, Project development approvals, or other actions of City or Agency pertaining to the approval of the Project (the "Aggregate Entitlements Defense Costs"), equal or exceed the amount of (i) One Million Dollars ($1,000,000) *less* (ii) the aggregate amount of any costs actually paid from the "Sixth Deposit" per that Amendment No. 4 to Project Reimbursement Agreement dated September 23, 2015, or paid from the "Seventh Deposit" per that Amendment No. 5 to Project Reimbursement Agreement dated March 9, 2016 and not otherwise returned to Athens as set forth in this Section, *then* Athens shall have the right (but not the obligation) at any time to terminate this Agreement and the Development Agreement. Any portion of the Sixth Deposit or Seventh Deposit not actually expended by the City/Agency for the purposes set forth in the Reimbursement Agreement will be returned to Athens, and the Parties shall have no further obligations to one another under this Agreement. Nothing in this paragraph shall be construed as limiting or waiving, in whole or part, Athens' indemnity or hold harmless obligations to the City with respect to damages or other costs for Claims or Litigation that do not qualify as Aggregate Entitlements Defense Costs.

(D) *Rolling Extensions for Legal Defense Expenditures.* Athens shall automatically receive a one (1)-year Rolling Extension under the Franchise Agreement – Trash Collection and Street Sweeping for every Two Hundred Thousand Dollars ($200,000) of Aggregate Entitlements Defense Costs, with any costs actually paid from the Sixth and Seventh Deposits and not otherwise returned to Athens counting towards such $200,000 threshold. The parties shall not exceed five (5) years of cumulative Rolling Extensions, it being understood that the Rolling Extensions granted pursuant to this clause (4) may not be terminated by the City excepting in the case of a default by Developer of this Agreement, the Development Agreement, the Reimbursement Agreement, or any other Project-related Agreement that would otherwise permit the City to terminate the applicable agreement(s) in accordance with its/their terms), are not discretionary in nature, and shall apply without regard to whether the MRF/TS is ultimately developed by Athens.

3. Survival of Indemnity Obligations.

All indemnity provisions set forth in this Agreement shall survive termination of this Agreement for any reason other than Agency's Default.

VIII. (§ 800) GENERAL PROVISIONS.

A. (§ 801) Notices, Demands and Communications Between the Parties.

Except as expressly provided to the contrary herein, any notice, consent, report, demand, document or other such item to be given, delivered, furnished or received hereunder shall be deemed given, delivered, furnished, and received when given in writing and personally delivered to an authorized agent of the applicable party, or upon delivery by the United States Postal Service, first-class registered or certified mail, postage prepaid, return receipt requested, or by a national "overnight courier" such as Federal Express, at the time of delivery shown upon such receipt; in either case, delivered to the address, addresses and persons as each party may from time to time by written notice designate to the other and who initially are:

If to Athens: Athens Services
P.O. Box 6009
City of Industry, CA 91716-0009
Attention: President

With copy to: Gibson, Dunn & Crutcher LLP
333 South Grand Avenue, Suite 4900
Los Angeles, CA 90071
Attention: Amy Forbes

If to Agency: Successor Agency to the Irwindale
Community Redevelopment Agency
5050 North Irwindale Avenue
Irwindale, CA 91706

With copy to: Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
Attention: Adrian R. Guerra, Agency Counsel

B. (§ 802) Nonliability of City and Agency Officials and Employees; Conflicts of Interest; Commissions.

1. Personal Liability.

No member, official, employee, agent or contractor of City or Agency shall be personally liable to Athens in the event of any default or breach by Agency or for any amount which may become due to Athens or on any obligations under the terms of the Agreement; provided, it is understood that nothing in this Section 802 is intended to limit Agency's liability.

2. Conflict of Interest, Warranty, and Representation of Non-Collusion.

No official, officer, or employee of the Agency has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the Agency participate in any decision relating to this Agreement which may affect his/her financial interest or the financial

interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statue or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or non "interest" pursuant to California Government Code Sections 1091 and 1091.5. Athens warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Agency official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Athens further warrants and represents that it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result or consequence of obtaining or being awarded any agreement. Athens is aware of and understands that any such violation(s) of California Government Code Section 1091 or 1091.5 will render this Agreement void and of no force or effect.

3. Commissions.

Agency has not retained any broker or finder or paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement. Agency shall not be liable for any real estate commissions, brokerage fees or finders' fees which may arise from this Agreement, and Athens agrees to hold Agency harmless from any claim by any broker, agent, or finder retained by Athens. Agency agrees to hold Athens harmless from any claim by any broker, agent, or finder retained by Agency.

C. (§ 803) Enforced Delay: Extension of Times of Performance.

Time is of the essence in the performance of this Agreement.

Notwithstanding the foregoing, in addition to specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; supernatural causes; acts of the "public enemy"; epidemics; quarantine restrictions; freight embargoes; lack of transportation; subsurface conditions on the Site and unknown soils conditions; governmental restrictions or priority litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts of the other Party; acts or the failure to act of a public or governmental agency or entity (except that acts or the failure to act of Agency shall not excuse performance by Agency); or any other causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform. In the event of such a delay (herein "Enforced Delay"), the Party delayed shall continue to exercise reasonable diligence to minimize the period of the delay. An extension of time for any such cause shall be limited to the period of the enforced delay, and shall commence to run from the time of the commencement of the cause, provided notice by the Party claiming such extension is sent to the other party within fifteen (15) days of the commencement of the cause. Failure to provide such notice shall constitute a waiver of the claim.

Athens' failure to obtain financing for the Project shall not be considered an event or cause beyond the control of Athens, and shall not entitle Athens to an extension of time to perform.

Times of performance under this Agreement may also be extended by mutual written agreement by Agency and Athens. The Executive Director of Agency shall have the authority on behalf of Agency to approve such extensions of time.

D. (§ 804) Books and Records.

1. Athens to Keep Records.

Athens shall prepare and maintain all books, records and reports reasonably necessary to substantiate Athens' compliance with the terms of this Agreement or reasonably required by the Agency.

2. Right to Inspect.

The Agency and City shall have rights to inspect Athens' books, records and reports in accordance with the terms and provisions of the Other Agreements.

3. Ownership of Documents.

Copies of all drawings, specifications, reports, records, documents and other materials pertaining to the condition of the Site prepared by Athens, its employees, agents and subcontractors, in the performance of this Agreement, which documents are in the possession of Athens and are not confidential shall be delivered to Agency upon written request in the event of a termination of this Agreement, and Athens shall have no claim for additional compensation as a result of the exercise by Agency of its rights hereunder. The Agency shall have an unrestricted right to use such documents and materials as if it were in all respects the owner of the same, provided, however, that (i) Agency shall have no rights of reliance thereon, and (ii) Athens makes no warranty or representation regarding the completeness, accuracy or sufficiency of such documents, and Athens shall have no liability therefor or in connection therewith. Notwithstanding the foregoing, the Agency shall not have any right to sell, license, convey or transfer the documents and materials to any third party, or to use the documents and materials for any other site, except in the case of a termination of this Agreement due to default of Athens.

E. (§ 805) Assurances to Act in Good Faith.

Agency and Athens agree to execute all documents and instruments and to take all action, including deposit of funds in addition to such funds as may be specifically provided for herein, and as may be reasonably required in order to consummate conveyance and development of the Site as herein contemplated, and shall use their commercially reasonable efforts, to accomplish the closing and subsequent development of the Site in accordance with the provisions hereof. Agency and Athens shall each diligently and in good faith pursue the satisfaction of any conditions or contingencies subject to their approval.

F. (§ 806) Interpretation.

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. The Section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement. This Agreement includes all attachments attached hereto, which are by this reference incorporated in this Agreement in their entirety.

G. (§ 807) Entire Agreement, Waivers and Amendments.

This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and this Agreement supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement, unless specified otherwise herein, must be in writing and signed by the appropriate authorities of Agency or Athens, as applicable, and all amendments hereto must be in writing and signed by the appropriate authorities of Agency and Athens. Agency's Executive Director shall be authorized to approve and execute minor non-substantive amendments to this Agreement as may be requested by Athens' lender in relation to the protection of such lender's security interest in the Site, without formal approval of the Agency Board of Directors.

H. (§ 808) Severability.

In the event any term, covenant, condition, provision or agreement contained herein is held to be invalid, void or otherwise unenforceable, by any court of competent jurisdiction, such holding shall in no way affect the validity or enforceability of any other term, covenant, condition, provision or agreement contained herein.

I. (§ 809) Time for Acceptance of Agreement by Agency.

This Agreement, when executed by Athens and delivered to Agency, must be authorized, executed and delivered by Agency, not later than the time set forth in the Schedule of Performance. After execution by Athens, this Agreement shall be considered an irrevocable offer until such time the Agreement is vested with an Effective Date.

J. (§ 810) Execution.

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

2. Agency represents and warrants that: (i) it is a political subdivision duly organized and existing under the laws of the State of California; (ii) by proper action of Agency, Agency has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers; and (iii) the entering into this Agreement by Agency does not violate any provision of any other City Agreement to which Agency is a party.

3. Athens represents and warrants that: (i) it is duly organized and existing under the laws of the State of California; (ii) by proper action of Athens, Athens has been duly

authorized to execute and deliver this Agreement, acting by and through its duly authorized officers; and (iii) the entering into this Agreement by Athens does not violate any provision of any other agreement to which Athens is a party.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

AGENCY:
THE CITY OF IRWINDALE IN ITS CAPACITY AS SUCCESSOR TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

By: _____
H. Manuel Ortiz, Chairperson

ATTEST:

_____
Laura M. Nieto, Assistant Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra,
City Attorney/Agency Counsel

ATHENS:

ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES, a California Corporation

By:_____
Name: _____
Title:_____

By:_____
Name: _____
Title:_____

Address:_____
_____
_____

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS

SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

Attachment 1: Legal Description/Depiction of Site

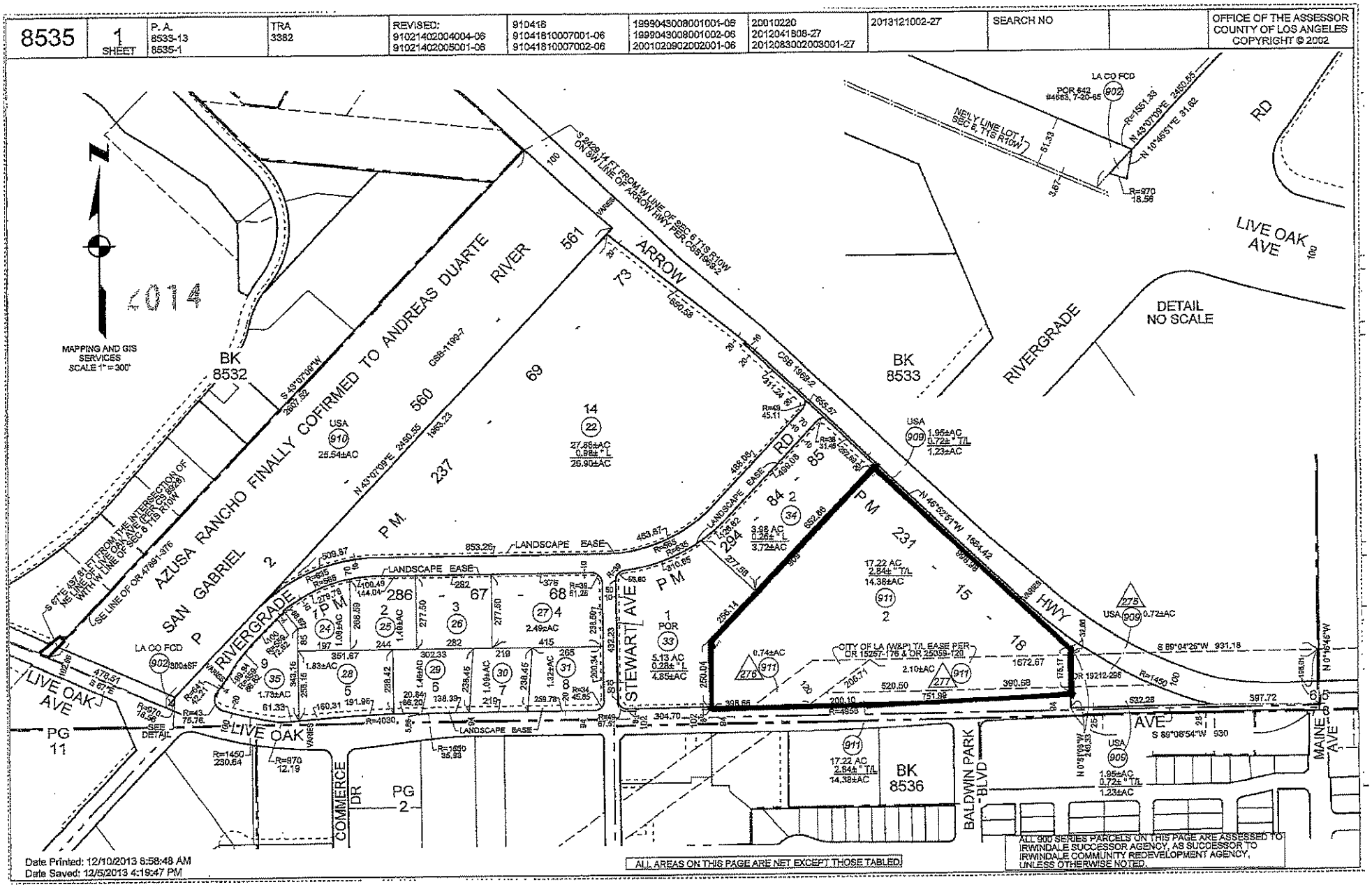
LEGAL DESCRIPTION

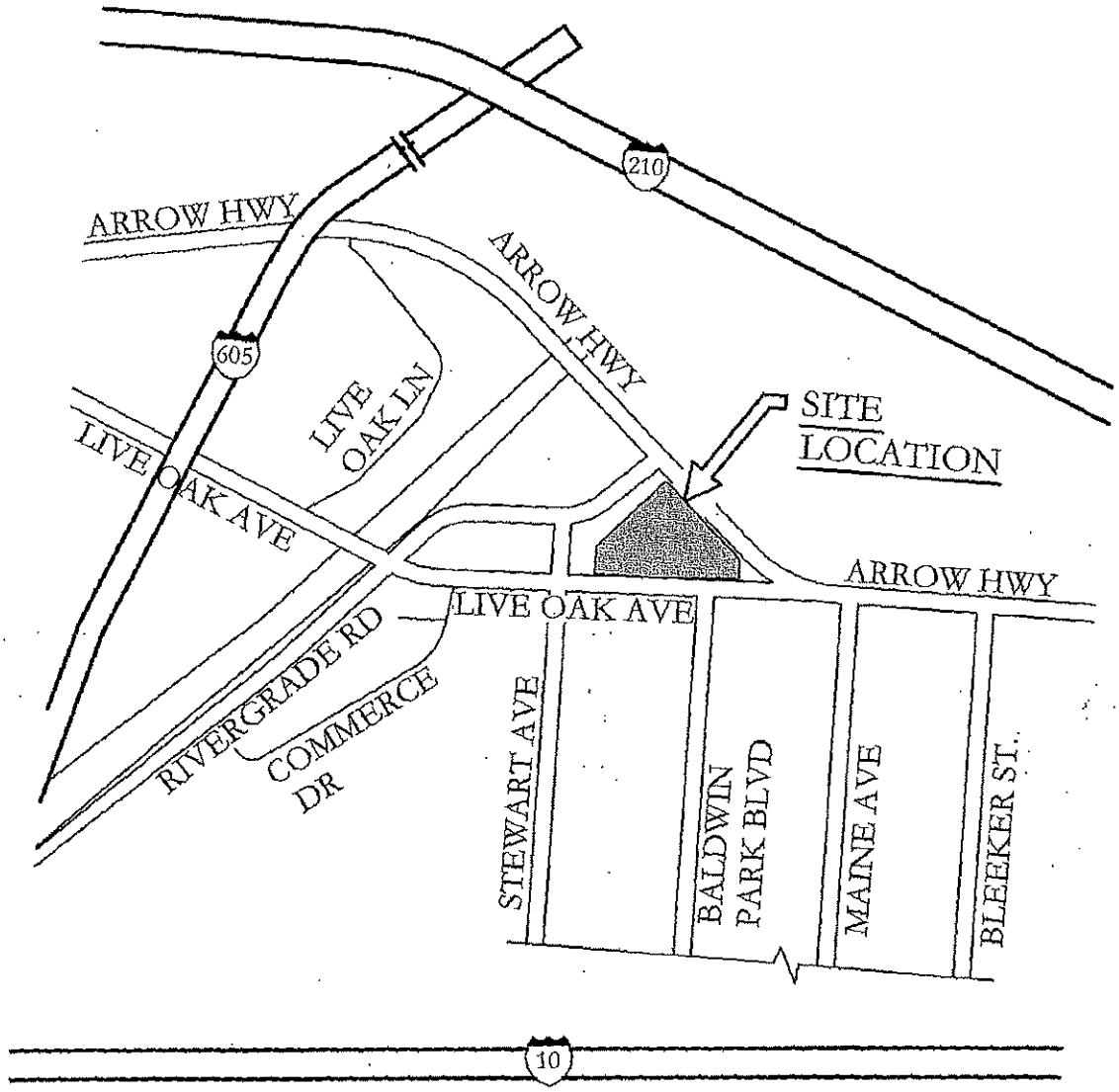
Real property in the City of Irwindale, County of Los Angeles, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. 22152, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 231 PAGES 15 THROUGH 18 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8535-001-911

8535	1 SHEET	P. A. 8533-13 8535-1	TRA 3382	REVISED: 91021402004004-06 91021402005001-06	910416 91041810007001-06 91041810007002-06	19990430080001001-06 19990430080001002-06 20010209020002001-06	20010220 20120418O8-27 20120830020003001-27	20131210O2-27	SEARCH NO		OFFICE OF THE ASSESSOR COUNTY OF LOS ANGELES COPYRIGHT © 2002





VICINITY MAP

N

ATHENS - IRWINDALE
Material Recovery Facility & Transfer Station

Attachment 2: LADWP Easement Legal Depiction

without demand on Trustor, shall sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as Trustee may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary, may purchase at such sale.

16. Trustee shall apply the proceeds of sale to payment of: (1) the expenses of such sale, together with the reasonable expenses of this Trust, including therein Trustee's fees in the following amounts payable upon the issuance of such Trustee's deed: one (1) per cent of the first $300 thereof, one (1) per cent of the next $1,000 thereof, and 1/10% on the balance thereof; and also to include attorney fees if any are incurred; (2) cost of any search and/or evidence of title procured in connection with such sale; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at ten per centum (10%) per annum; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto.

17. Beneficiary may at any time and from time to time by instrument in writing substitute and appoint a successor or successors (either corporate or individual) to any Trustee named herein or acting hereunder, which instrument when executed, acknowledged and recorded in the office of the Recorder of the County or Counties where said property is situated, shall be conclusive proof of the proper substitution and appointment of such successor Trustee or Trustees, who shall have all the title, estate, powers, duties, rights and privileges of the predecessor Trustee, without the necessity of any conveyance from such predecessor.

18. The pleading of the statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived.

19. The trust created hereby is irrevocable by Trustor.

20. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall include not only the original Beneficiary hereunder but also any future owner and holder, including pledgees, of the note secured hereby. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of each Trustor hereunder are joint and several.

21. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

THE UNDERSIGNED TRUSTOR REQUESTS that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the mailing address opposite his signature hereto. Failure to insert such address shall be deemed a waiver of any request hereunder for a copy of such notices.

Mailing Address for Notices		
Street and Number	City and State	Signature of Trustor
1610 Randall	Glendale, Calif	Walter Anslinger
		Walter G. Anslinger
		Pheral G. Anslinger

State of California, County of Los Angeles)ss: On this 8th day of September, 1937, before me, Gladys McKee, a Notary Public in and for said County, personally appeared Walter G. Anslinger and Pheral G. Anslinger, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.

(Notarial Seal) Gladys McKee, Notary Public
in and for said County and State.

Indexed as a Trust Deed and Assignment of Rent.

#615 Copy of original recorded at request of Title Guar & Trust Co Sep 28 1937 8:00 A.M.
Copyist Was Compared C. L. Logan, County Recorder, By W. McCluskey, Deputy
$0.50-44 T.

---oOo---

DECLARATION OF HOMESTEAD (WIFE)

KNOW ALL MEN BY THESE PRESENTS: That I, MILDRED R. DAWSON, do hereby certify and declare that I am a married woman; that my husband's name is EDWIN M. DAWSON; that my husband has not made any declaration of homestead, and I therefore make this declaration for the joint benefit of myself and husband; that I do now at the time of making this declaration, actually reside with my family, consisting of my said husband Edwin M. Dawson and my minor daughter, Margie R. Dawson, aged 2 years, on the land and premises described as follows: Lot 63 of Tract No. 8871, in the County of Los Angeles, State of California, as per map recorded in Book 93, Page 98 of Maps, in the office of the County Recorder of said County; THAT it is my intention to use and claim the said lot of land and premises above described, together with the dwelling house thereon, and its appurtenances, as a homestead, and I do hereby select, declare, and claim the same as a homestead; THAT the actual cash value of said property I estimate to be $3500.00.

WITNESS my hand this 27th day of September, 1937. Mildred R. Dawson,

State of California, County of Los Angeles)ss: On this 27th day of September, 1937, before me, Ida M. Murphy, a Notary Public in and for said County, personally appeared MILDRED R. DAWSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

(Notarial Seal) Ida M. Murphy, Notary Public
in and for said County and State.

#768 Copy of original recorded at request of Claimant Sep 27, 1937 at 51 M. W. McCluskey, Deputy
Copyist Was Compared C. L. Logan, County Recorder, By
$1.50-4 M.

15267/176-OR

---oOo---

EASEMENT DEED (CORPORATION) 15267/176-OR

UNITED CONCRETE PIPE CORPORATION, a corporation, organized and existing under and by virtue of the laws of the State of Nevada, for and in consideration of the sum of Thirty-two Hundred and no/100 DOLLARS ($3200.00) lawful money of the United States, paid by the Department of Water and Power of the City of Los Angeles, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells and conveys unto THE CITY OF LOS ANGELES, a municipal corporation of the State of California, its successors and assigns, those permanent and exclusive easements and rights of way to construct, recon-

struct, maintain, operate, renew and enlarge lines of poles, towers, wires, cables, and/or any other structures, including ground wires, both overhead and/or under ground necessary or convenient for the construction, maintenance, operation, regulation and/or grounding of electrical transmission lines for the purpose of transmitting, distributing, regulating, using and controlling electrical energy, together with the right and easement for roads, ingress, egress and other convenient purposes needed or desired at any time by the grantee; and the right and easement to construct, reconstruct, maintain and operate same and to clear and keep said real property free from explosives, buildings, structures, brush and natural wood growth and inflammable materials for the protection from fire and/or other hazards; in, under, upon, over and across all that certain real property situate in the County of Los Angeles, State of California, bounded and described as follows:

All that portion of the SE¼ of Section 6, Township 1 South, Range 10 West, S.B.B.& M. lying within the boundaries of a strip of land 100 feet in width, the side lines of said strip of land being parallel with and lying 50 feet on each side of, measured at right angles to, a center line described as follows, to-wit:

Beginning at a point in the south line of said Section 6, said point being N. 89° 30' 33" E 594.78 feet, measured along said line, from the Southwest corner of said SE¼; thence from said point of beginning N. 54° 42' 44" East 2431.18 feet to a point; thence N. 89° 38' 21" East, 74.87 feet to a point in the east line of said section said line being the center line of Maine Avenue, said last mentioned point being N. 0° 07' 30" West, 1382.39 feet measured along said line from the Southeast corner of said Section 6; the side lines of said strip of land to be prolonged and shortened respectively so as to begin and terminate in the lines in which the above described center line begins and terminates.

TOGETHER with all necessary and/or convenient means of ingress and egress to and from said above described real property for the uses and purposes and the exercising of the rights herein granted and conveyed.

EXCEPTING AND RESERVING unto the grantor, its successors and assigns, the right to pass to and fro, over and across said lands and the right to construct, reconstruct, maintain and operate such railroads or railroad tracks, roadways, pipe lines or like means of conduit, as said grantor, its successors or assigns may deem necessary, convenient or desirable for its own benefit or use over, upon, under and across said hereindescribed real property, together with such grazing, agricultural and mineral rights and the right to maintain, cultivate, irrigate, use, plant and replant said real property with orchards, groves, vineyards or plants to a height not exceeding twenty-five feet, and erect non-inflammable fences; or if necessary or convenient to give to any third person, firm or corporation the right to do those things which said grantor hereby expressly excepts and reserves to itself; always provided, however, said grantor, in the exercise of the rights herein excepted and reserved or any thereof, shall not in anywise whatsoever interfere with or prevent the free and complete use and enjoyment by the grantee, its successors or assigns of the rights and/or easements hereby granted and conveyed and provided, further, that no building or other structure and no inflammable fence, material or explosive of any nature or kind shall be placed maintained or erected upon any portion of the above described real property by the grantor, its successors or assigns, except as herein otherwise specifically provided.

It is further provided, that no other easement thereon shall be given by the grantor, to any third person, firm or corporation, except for such purposes as are herein specifically and expressly reserved, without the written consent of said grantee.

TO HAVE AND TO HOLD the above mentioned easements and rights unto the City of Los Angeles, its successors and assigns forever.

IN WITNESS WHEREOF, said corporation has caused these presents to be executed by its officers thereunto duly authorized and affixed its corporate seal hereto, this 14th day of December, 1936.

(Corporate Seal)

UNITED CONCRETE PIPE CORPORATION,
By T. P. Polich, Vice President,
And D. L. Roberts, Secretary.

State of California, County of Los Angeles)ss On this 14 day of December, 1936, before me, Margaret R. Donnelley, a Notary Public in and for said County, duly commissioned personally appeared T. P. Polich, known to me to be the Vice President and D.L.Roberts, known to me to be the Secretary of UNITED CONCRETE PIPE CORPORATION, the Corporation

that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same. WITNESS my hand and official seal.
(Notarial Seal) Margaret H. Donnelley, Notary Public in and for said County and State.

Approved as to form this 22 day of Feb, 1937 Ray L. Chesebro, City Attorney, By Russell P. Jarvis, Deputy. Right of Way & Land Div. Clearance Approved By Ford Hendricks Description correct, E. F. Scattergood, Chief Electrical Engr. and Gen. Mgr. By Ray E. Ballinger.

RESOLVED, that deed executed by UNITED CONCRETE PIPE CORPORATION of date December 14, 1936, conveying to The City of Los Angeles, for a consideration of $2200.00 an easement over certain real property situate in the County of Los Angeles, State of California, more particularly described in said deed, be, and the same is hereby accepted.

I HEREBY CERTIFY, that the foregoing is a full, true and correct copy of a resolution adopted by the Board of Water and Power Commissioners of The City of Los Angeles, at its meeting of Feb 25, 1937.
(Dept. of Water & Power Seal) J. B. P. Wyman, Secretary, Board of Water and Power Commissioners of the City of Los Angeles

#214 Copy of original recorded at request of Title Ins & Tr Co Mar 1st 1937 8:30 A.M. Copyist Map Compared C. L. Logan, County Recorder, By [illegible] Deputy Fees $1.

---oOo---

(This Deed constitutes a gift and requires no revenue stamps) GRANT DEED, Individual

In consideration of love and affection GERTRUDE P. MONTGOMERY, a married woman, does hereby grant to GEORGE F. MONTGOMERY and PAQUITA V. MONTGOMERY, husband and wife, as joint tenants, the real property in the City of Los Angeles, County of Los Angeles, State of California, described as:

Parcel No. 1. That certain lot, piece or parcel of land situate, lying and being in Section 7, T. 1 S. R. 14 W. S. B. B. & M., in the City of Los Angeles, County of Los Angeles, State of California, DESCRIBED AS FOLLOWS:-

Beginning at the most northerly corner of Lot 1 of Tract No. 11076 as shown on map of said Tract, recorded in Book 185, Pages 3 and 4 of Maps, Records of Los Angeles County, said corner being also in the easterly line of Lot 12, Block 2 of Tract No. 10122 as shown on map of said Tract, recorded in Book 144, Pages 51 to 54 inclusive of Maps, Records of said Los Angeles County; Thence N 0° 28' 25" E along the easterly line of the aforementioned Lot 12, Block 2 of said Tract No. 10122, a distance of 119.56 feet, more or less to the northeast corner of said Lot, said corner being in the southeasterly line of Belfast Drive, 88 feet in width, as shown on said map of Tract No. 10122; Thence northerly along said southeasterly line of Belfast Drive, the same being a curve concave to the northwest, tangent at the last mentioned point to a line bearing N 55° 24' 10" E and having a radius of 93.00 feet, a distance of 61.97 feet, measured along the arc of said curve to a point whereat tangent to said curve bears N 16° 43' 35" E;

Thence leaving said southeasterly line of Belfast Drive S 73° 16' 25" E a distance of 30.00 feet to a point; Thence S 41° 31' 30" E a distance of 55.93 feet to a point; Thence S 40° 14' 30" E a distance of 131.00 feet to a point; Thence N 18° 07' 30" E a distance of 51.67 feet to a point; Thence southeasterly along a curve concave to the northeast, tangent at its point of beginning to a line bearing S 26° 28' 38" E and having a radius of 137.50 feet, a distance of 12.42 feet measured along the arc of said curve to a point whereat tangent to said curve bears S 31° 04' 00" E;

Thence S 18° 07' 30" E a distance of 87.18 feet to a point; Thence S 28°28'30"W a distance of 80.70 feet more or less to a point in the northeasterly line of Lot 1 of Tract No. 11076 aforementioned; Thence N 47°00' 00" W along said northeasterly line of Lot 1 of Tract No. 11076, a distance of 150.97 feet more or less to the point of beginning.

Parcel 2: The westerly 6 feet of that portion of Lot 1 Tract No. 11076 as per map recorded in Book 144, at Pages 51 to 54 of Maps, records of Los Angeles County, lying northerly of the following described line, to-wit: Beginning at the northwesterly corner of Lot 2 of said Tract No. 11076, the same lying on an angle-point in the westerly line of said Lot 1; thence North 89° 30' 25" West a distance of 20 feet, more or less to a point in the westerly line of said Lot 1.

Parcel 3: An easement for pedestrian travel over the westerly 15 feet of that portion of Lot No. 1 of said Tract No. 11076, lying southerly of the following

21888/383 OR

21888 383

QUITCLAIM DEED

THIS INDENTURE WITNESSETH: THAT WHEREAS, on the 18th day of August, 1942, and May 4, 1944, the Board of Water and Power Commissioners of The City of Los Angeles by resolutions Nos. 178 and 830 respectively ordered the sale to the United States of America and its assigns of all the right, title and interest of the City of Los Angeles and the Department of Water and Power of The City of Los Angeles in and to the hereinafter described real property, and the City Council of The City of Los Angeles on the 2nd day of September, 1942, by Ordinance No. 86,896 as amended by Ordinance No. 86498 of May 25, 1944, approved said sale. NOW, THEREFORE, The City of Los Angeles and the Department of Water and Power of The City of Los Angeles, hereinafter collectively referred to as Grantor, in consideration of the sum of Ten Dollars ($10.00), and other valuable considerations, receipt of which is hereby acknowledged, hereby remises, releases and quitclaims unto the United States of America and its assigns all the right, title and interest of The City of Los Angeles and the Department of Water and Power of The City of Los Angeles in and to all those certain pieces and parcels of land situate and lying in the County of Los Angeles, State of California, and more particularly described as follows: That portion of that certain strip of land 120 feet in width in the NW-¼ of Section 4, T. 1 S. R. 10 W., S.B.B. & M., described in deeds to the City of Los Angeles recorded in Book 13698, page 143 and in Book 13807 page 187 of Official Records of Los Angeles County, lying westerly of a line bearing N. 35° 21' 39" E. which intersects the center line of the strip of land described in said deeds at a point distant thereon N. 89° 41' 03" W. 2,099.66 feet from the center line of Irwindale Avenue; the south 120 feet of the N-½ of the SE-¼ and the south 120 feet of the N-½ of the SW-¼ of Section 5 of said Township and Range, as described in deeds to the City of Los Angeles recorded in Book 14554, page 79, Book 14120, page 395, Book 14190, page 208, Book 14539, page 384, Book 13877, page 143, Book 13854, page 186, and Book 13850, page 324 of said Official Records; and that portion of that certain strip of land 120 feet in width in the SE-¼ of Section 6 of said Township and Range, described in deed to the City of Los Angeles recorded in Book 13857, page 176 of said Official Records, lying northerly of the westerly prolongation of a line which is parallel with and 195 feet northerly of the southerly line of Section 5, of said Township and Range.

Said right, title and interest being the rights of way and easements for power transmission line and other purposes owned of record by the grantors, the use of which has been abandoned by said grantors by reason of the removal therefrom and the relocation elsewhere of the transmission line formerly occupying the same, all as set forth in the resolutions and ordinances above referred to. IN WITNESS WHEREOF, the said The City of Los Angeles, by its City Council, has caused this instrument to be executed in its behalf by its Mayor, to be attested by its Clerk, and its corporate seal to be hereunto affixed by said Clerk, and the said Department of Water and Power of The City of Los Angeles, by the Board of Water and Power Commissioners of the City of Los Angeles, has caused this instrument to be executed in its behalf by its proper officers thereunto duly authorized and its official seal to be hereunto affixed this 14th day of August, 1944.

THE CITY OF LOS ANGELES

By R. L. Burns, Acting Mayor

Attest:
(Seal) Walter C. Peterson, City Clerk

(Seal)

DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES BY BOARD OF WATER AND POWER COMMISSIONERS OF THE CITY OF LOS ANGELES

By R. A. Heffner, President

And Joseph L. Williams, Secretary

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES)SS. On this 21st day of August, 1944, before me, J. E. Hopper, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared R. L. Burns, known to me to be the Acting Mayor, and WALTER C. PETERSON, known to me to be the City Clerk of The City of Los Angeles, the municipal corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said The City of Los Angeles, and acknowledged to me that such municipal corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Seal)

J. E. Hopper, Notary Public in and for said County and State.

584 21858

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES)SS. On this 14th day of August, 1944, before me, Leo A. Stromes, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared R. A. Heffner, known to me to be the President, and Joseph L. Williams, known to me to be the Secretary of the Board of Water and Power Commissioners of The City of Los Angeles, the municipal corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said Department of Water and Power of The City of Los Angeles, and acknowledged to me that such municipal corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Seal) Leo A. Stromes, Notary Public in and for said County and State.

DESCRIPTION APPROVED WM. S. PETERSON Engineer of Design and Construction By L. T. Mariner AUTHORIZED BY RES. 680 5-4-44 APPROVED AS TO FORM AND LEGALITY RAY L. CHESEBRO City Attorney May 23, 1944 By Cecil A. Borden (CECIL A. BORDEN) Deputy

#1226 Copy of original recorded at request of WAR DEPARTMENT OFFICE OF THE DIVISION ENGINEER, May 7 1945, 10:15 A.M., Copyist #103 Compared, Mame B. Beatty, County Recorder, #1.70-7-8. By [illegible] Deputy

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT, I, Walter Buckner HANNER do hereby appoint Evelyn Cruikshank HANNER as my attorney for me and in my name, to demand, sue for, and receive all debts, moneys, securities, goods, chattels, legacies or other personal property to which I am now or may hereafter become entitled, or which are now or may become due, owing or payable to me from any person or persons whomsoever; and in my name to give effectual receipts and discharge for the same; to draw and endorse checks; to make and execute any and all contracts, to execute original notes; to assign checks and bonds and generally transact any and all business for me incident thereto; to sell and convey my real estate and appurtenances and all parcels thereof wheresoever situate and for such price as my herein named attorney shall deem advisable, with full authority to give a good receipt therefor, which receipt shall release the person paying such money from seeing to the application thereof or being responsible for the loss or misapplication thereof; and my said attorney is hereby vested with all rights to sign and seal as my act and deed any instruments in writing necessary for carrying into effect any act hereunder. I hereby ratify whatsoever my said attorney shall lawfully do and cause to be done in or concerning the premises by virtue of these presents.

IN witness thereof I have hereunto set my hand and seal this 9th day of March, 1945.

Witnessed, signed, sealed and delivered in the presence of: Walter Buckner Hanner. (LS)

Francis L. Shubert 2/Lt U.S.M.C.

Wm. R. Spates Sr.

STATE OF NORTH CAROLINA, COUNTY OF CRAVEN)SS. On this 9th day of March, 1945, before me personally came First Lieutenant Walter Buckner Hanner, USMCR, to me known and known by me to be the same person mentioned in, and whose name is signed to, the foregoing instrument, and he duly acknowledged to me that he executed the same.

John G. Ruddy (JOHN G. RUDDY), 1st Lt., USMCR.

Authority Act of Congress of April 9, 1943.

#1207 Copy of original recorded at request of APPOINTEE, May 9 1945, 11:28 A.M., Copyist #103 Compared, Mame B. Beatty, County Recorder, #1.00-4-5. By [illegible] 173 Deputy

U.S.I.R.S. $9.35 Cancelled GRANT DEED

IN CONSIDERATION of $10.00, receipt of which is acknowledged, RAYMOND PERINE and LUERETTA V. D. PERINE, husband and wife do hereby grant to STANLEY A. KOCH and DELLA M. KOCH, husband and wife, as joint tenants, with right of survivorship the real property in the city of Santa Monica County of Los Angeles, State of California, described as:

Lot "V" block 42 of Santa Monica, in the city of Santa Monica, County of Los Angeles State of California, as per map recorded in Book 3 Pages 60 and 61 and in book 39 page 45 et seq., Miscellaneous records of said county. Subject to the general and special

Attachment 3: SCE Easement Legal Depiction

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY
FIRST AMERICAN TITLE COMPANY OF CA
~~SUBDIVISION~~

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY

P.O. Box 418
LONG BEACH, CA 90801

ATTN: REAL PROP. AND ADMIN. SVCS.
LAND RIGHTS

93 314324

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA
FEB 19 1993 AT 8 A.M.
Recorder's Office

FEE $14 G
4

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX $ 0
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE
Mike L. Wales SO. CALIF. EDISON CO.
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME

Value or consideration less than $100

Location: City of Irwindale
A.P.N. 8535-001-911

GRANT OF EASEMENT

APPROVED BY MANAGER REAL PROP. & ADMIN. SER. BY KD DATE 5/11/92
SCE 624844 I.O. 7089 FUEL 2411

IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, a public body, corporate and politic, established under the "Community Redevelopment Laws" of the State of California, hereinafter referred to as "Grantor", hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter referred to as "Grantee", all those certain permanent easements and rights of way to construct, operate, use, maintain, alter, add to, reconstruct, enlarge, repair, renew, replace, inspect, improve, intersect, relocate, and/or remove, at any time and from time to time, underground electrical systems and communication systems, hereinafter referred to as "systems", consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for conveying electric energy to be used for light, heat, power and for transmitting intelligence by electrical means and/or other purposes, in, under, on, over, along and across that certain real property in the City of Irwindale, County of Los Angeles, State of California, as described on the attached Exhibit "A" and by this reference made a part hereof.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents and employees, the right of free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted, and the right to clear and to keep clear the above described real property, free from explosives, buildings, structures, equipment, brush, combustible material and any and all other obstructions of any kind, including but not limited to planter boxes, walls, fences (other than farm, grazing or pasture fences) and earth fill and the right to trim or remove any tree, tree root, vine, or shrub which, in the opinion of Grantee, may endanger said systems, or any part thereof, or interfere with the exercise of the rights herein granted.

Grantor shall not excavate or change, nor permit the excavation or changing of the surface of the ground of the above described real property without the previous written consent of Grantee.

The terms, covenants and conditions of this Grant of Easement shall bind and inure to the benefit of the heirs and assigns of Grantor and the successors and assigns of Grantee.

GR 7043-SD

Grant of Easement
Irwindale Community
Redevelopment Agency, to
S.C.E. Co., a corp.
Serial No. 634234A

EXECUTED this 28 day of July, 1993.

IRWINDALE COMMUNITY
REDEVELOPMENT AGENCY

By George Bascue
Executive Director

By _____

GRANTOR

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On July 28, 1993, before me, Kathleen L. Guerrero, personally appeared George Counsell and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Kathleen L. Guerrero

OFFICIAL SEAL
KATHLEEN L. GUERRERO
Notary Public-California
LOS ANGELES COUNTY
My Commission Expires
February 3, 1995

93 314324

Serial 62424A

EXHIBIT "A"

The Northeasterly 23.00 feet of Parcel 2 of Parcel Map No. 22152 in the City of Irwindale, County of Los Angeles, State of California, as shown on the map filed in Book 231, pages 15 through 18 of Parcel Maps in the office of the County Recorder of said County.

Subject to covenants, conditions, reservations, restrictions, rights of way and easements, if any, of record.

Approved as to legal description:

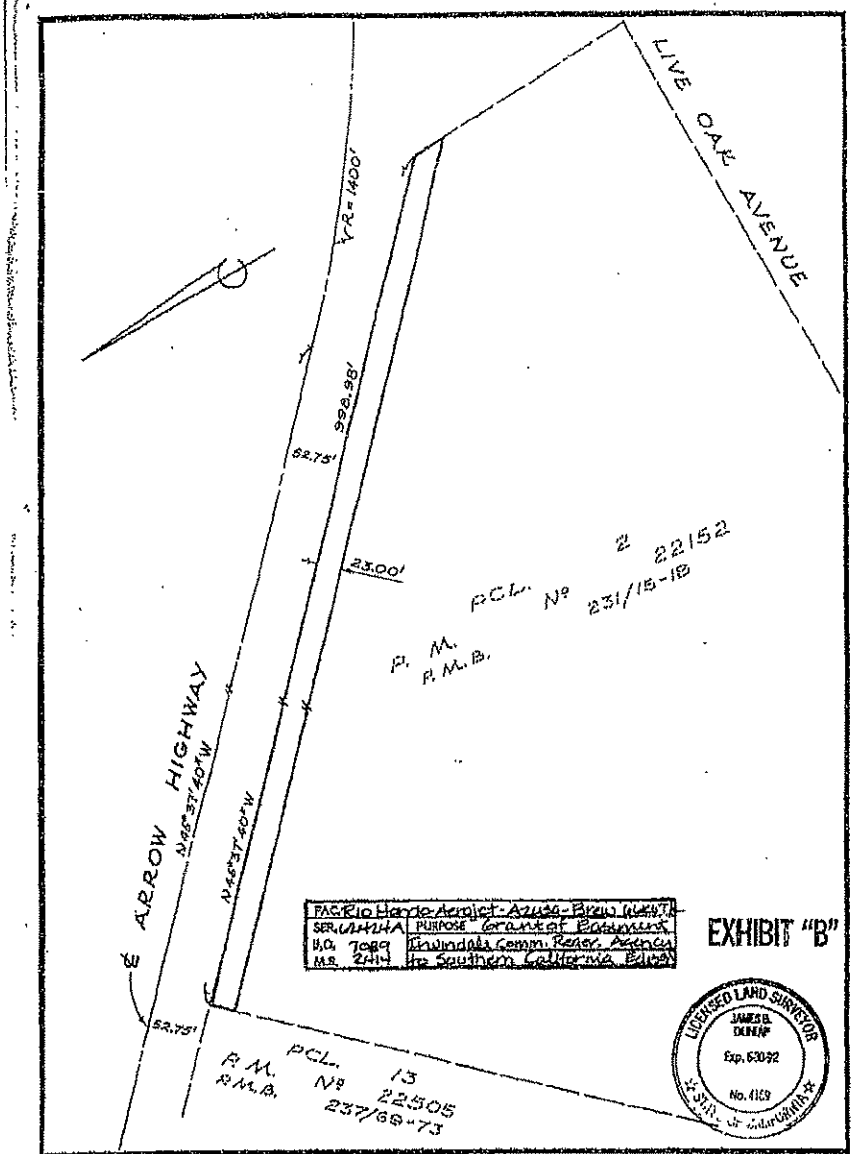
LICENSED LAND SURVEYOR
JAMES B. DUNLAP
Exp. 6-30-96
No. 4169
STATE OF CALIFORNIA

Signed James B. Dunlap

Date 7-7-92

93 314324

4



93 314324

WILLIAMSON & SCHMID
CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS
15101 Red Hill Avenue • Tustin, California 92680
714/259-7900 • 714/259-0210 FAX

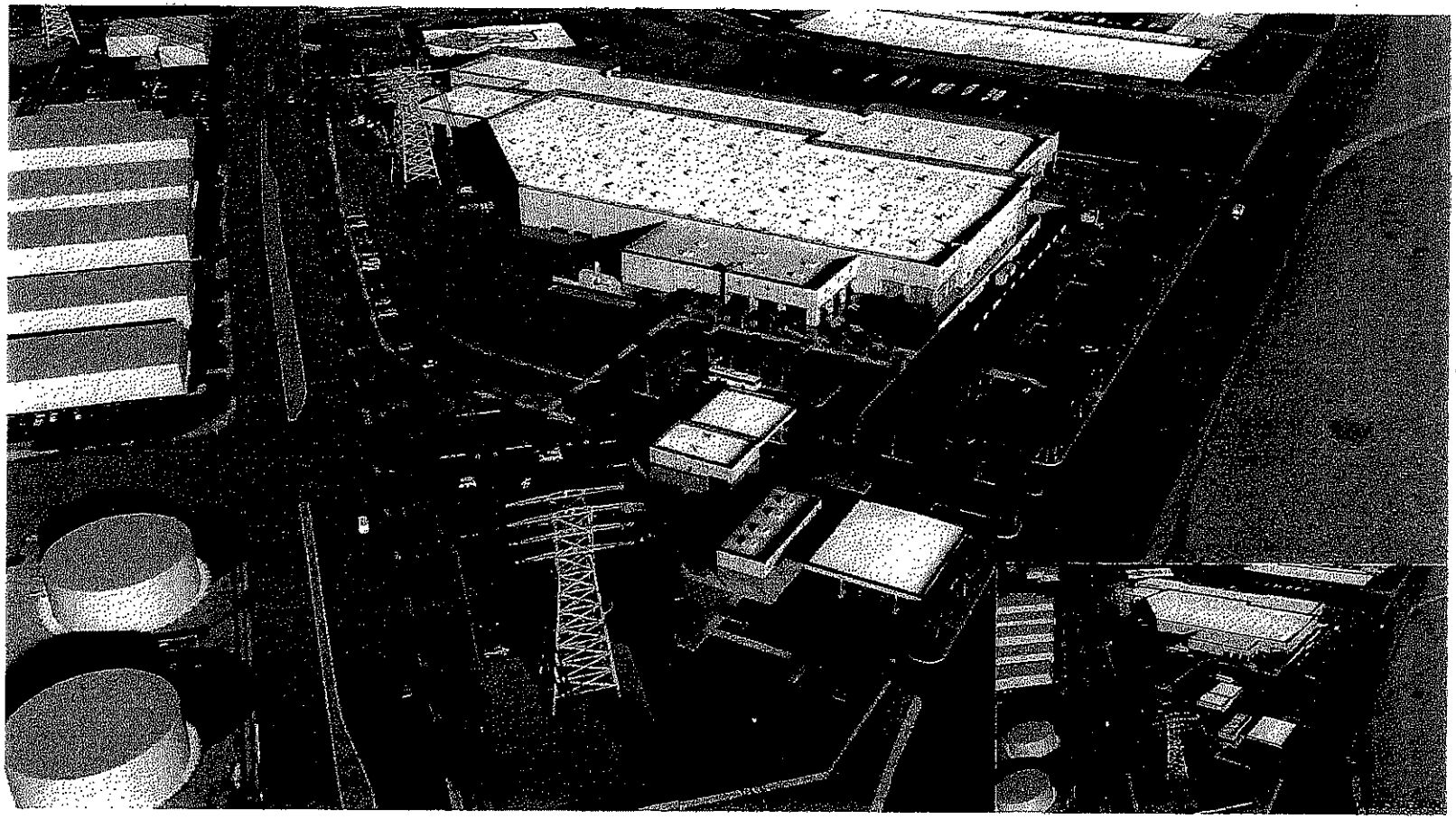
APPROVED BY _____ L.S. 4189

Sketch to accompany a legal description

S.C.E. CO. EASEMENT
(REDEVELOPMENT AGENCY)

SCALE	1" = 100'
DRAWN BY	C.A.R.
SURVEYED BY	
CHECKED BY	R.G.K.
FIELD BOOK	
DATE	2-12-92
JOB NO.	89140.30

Attachment 4: Project Depiction

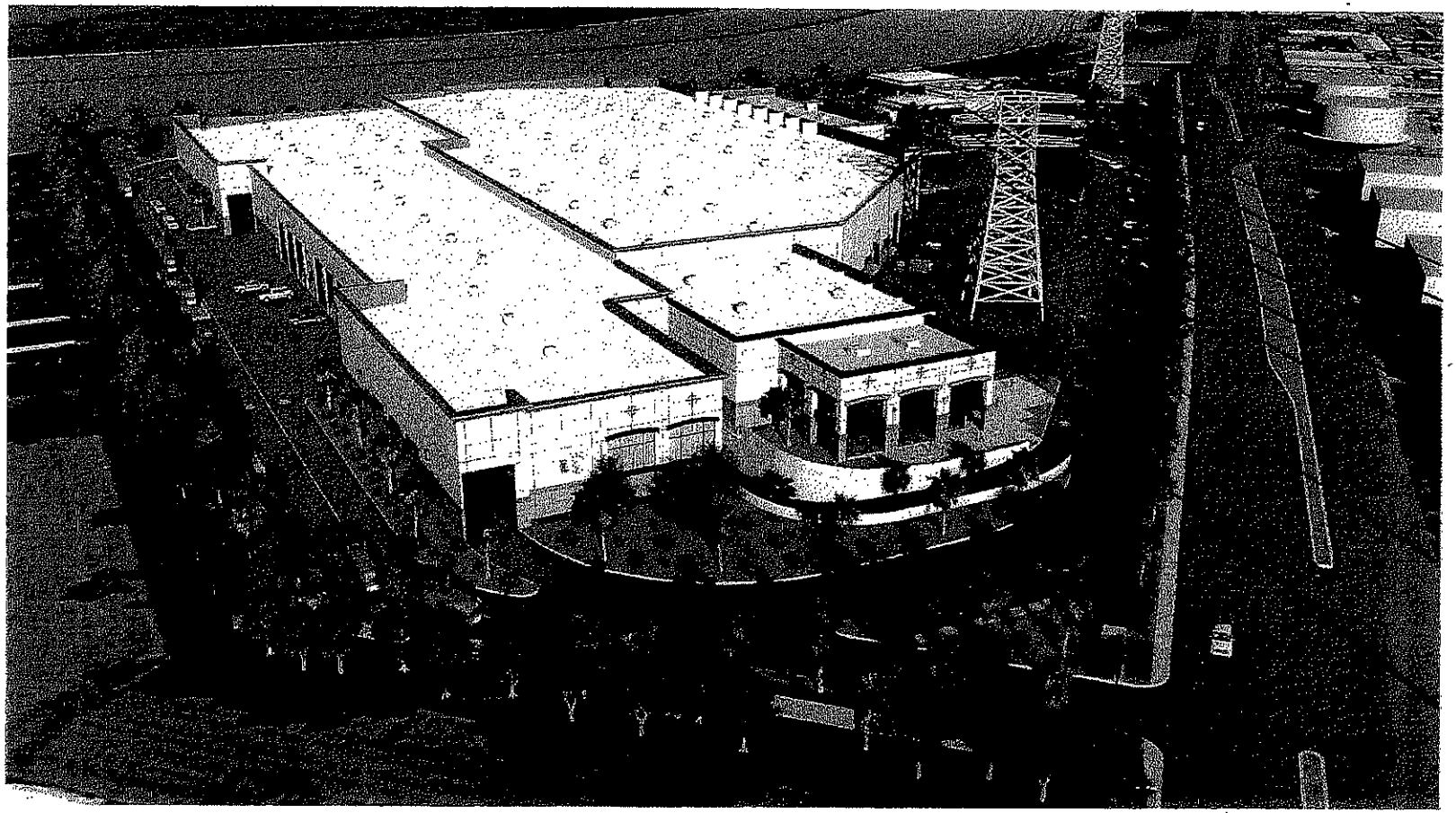


ATHENS-IRWINDALE
Material Recovery Facility and Transfer Station

JOB #353

ARROW HIGHWAY
IRWINDALE, CA

PROJECT AERIAL VIEW FROM
LIVE OAK AVE AND ARROW HIGHWAY
18 AUGUST 2016



ATHENS-IRWINDALE
Material Recovery Facility and Transfer Station

ARCHITECTS ENGINEERS PLANNERS

JOB NO.

ARROW HIGHWAY
IRWINDALE, CA

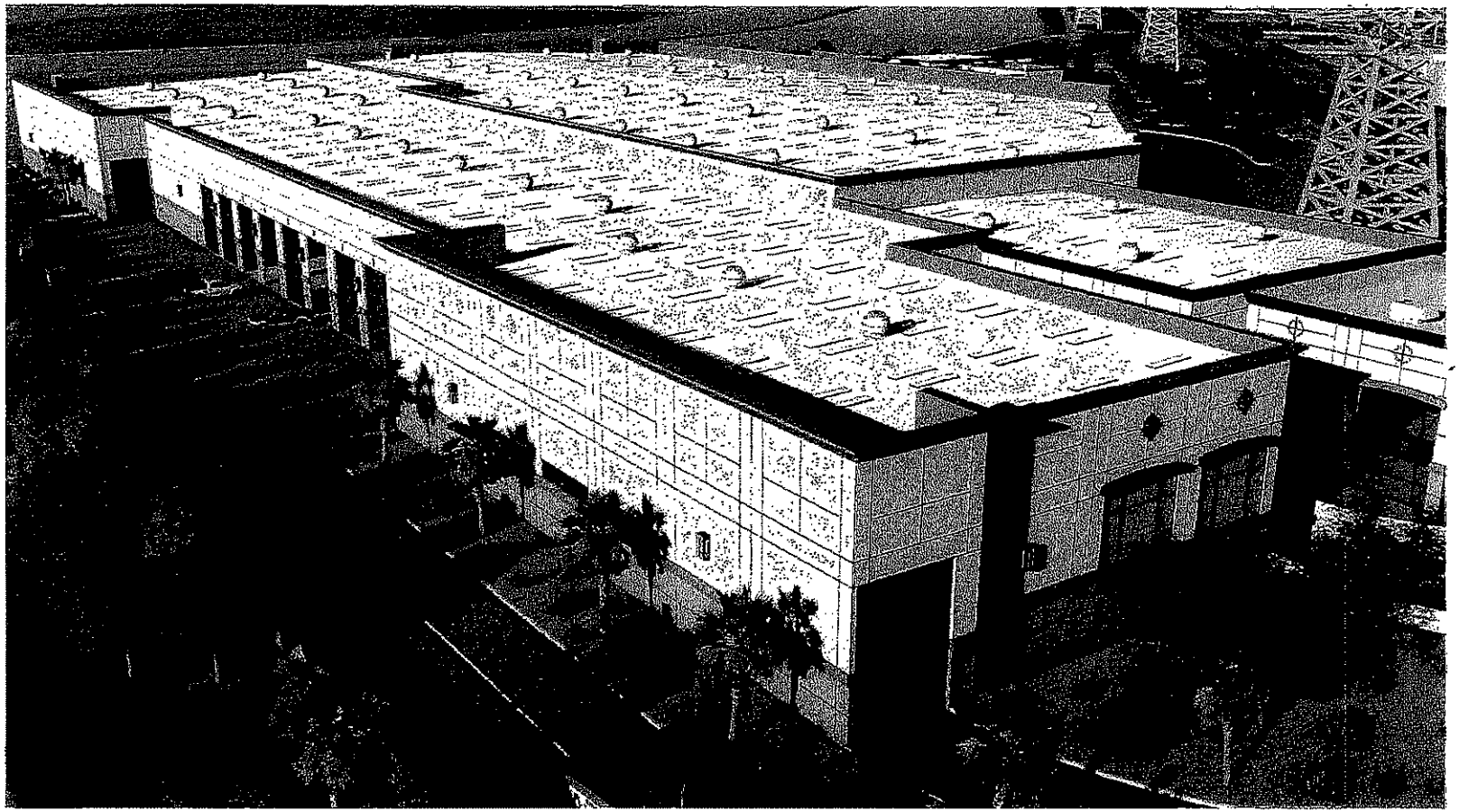
PROJECT AERIAL VIEW FROM
LIVE OAK AVENUE

18 AUGUST 2016

ATHENS-IRWINDALE
Material Recovery Facility and Transfer Station

PROJECT AERIAL VIEW
LOOKING SOUTH

ARROW HIGHWAY
IRWINDALE, CA



ATHENS-IRWINDALE
Material Recovery Facility and Transfer Station

ELEVATED VIEW OF GREEN WASTE / SELF HAUL / C+D AREA

JOB #3405

ARROW HIGHWAY
IRWINDALE, CA

15 AUGUST 2013

ATHENS-IRWINDALE
Material Recovery Facility and Transfer Station

STREET VIEW FROM WESTBOUND
LIVE OAK AVENUE

JOB #3855

ARROW HIGHWAY
IRWINDALE, CA

ATHENS-IRWINDALE
Material Recovery Facility and Transfer Station

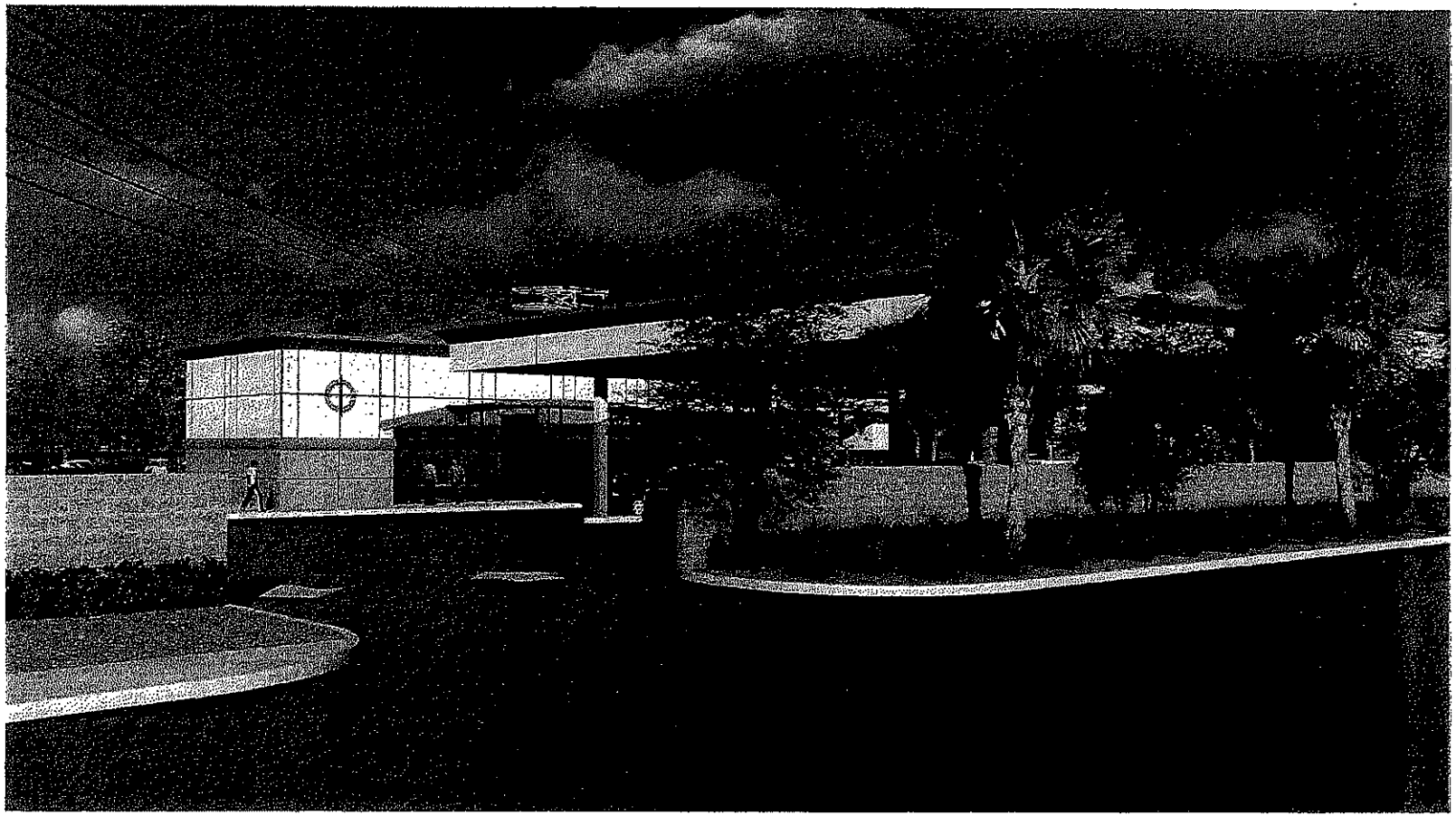
ELEVATED VIEW STREET LEVEL VIEW FROM
WESTBOUND LIVE OAK AVENUE

31 AUGUST 2015

ARCHITECTS ENGINEERS PLANNERS

JOB #2425

ARROW HIGHWAY
IRWINDALE, CA



ATHENS-IRWINDALE
Material Recovery Facility and Transfer Station

VIEW FROM ARROW NORTHBOUND
(CONVENIENCE STORE)

ARROW HIGHWAY
IRWINDALE, CA

Attachment 5: Schedule of Performance

Attachment 5
SCHEDULE OF PERFORMANCE

Event	Item To Be Performed	Time For Performance	Agreement Reference
1.	Agency and City conduct joint duly-noticed public hearing on Disposition and Development Agreement ("DDA") and Final Environmental Impact Report ("FEIR")	February 24, 2021	DDA § 216
2.	City Council conducts public hearing, including first reading of ordinances, for General Plan Amendment ("GPA") Resolution, Zone Text Amendment Ordinance, Development Agreement ("DA") Ordinance, Franchise and Facility Operations Agreement ("FFOA") Resolution, Conditional Use Permit ("CUP") Resolution, and Site Plan & Development Review ("SP&DR") Resolution	February 24, 2021	N/A
3.	City files Notice of Determination for FEIR	February 25, 2021	N/A
4.	Execution of DDA	Within one (1) Business Day of the City's adoption of the DDA	N/A
5.	City Council second reading of ordinances for Zone Text Amendment and DA	March 10, 2021	N/A
6.	Zone Text Amendment and Development Agreement ordinances become effective	Thirty (30) days following the City's adoption of the Zone Text Amendment and DA ordinances	N/A
7.	Effective Date of DDA	Sixty (60) days following the City's adoption of the DDA	DDA § 217
8.	Commencement of Feasibility Period	Upon the Effective Date of DDA (Event 7 above)	DDA § 222
9.	Athens orders Preliminary Title	60 days prior to Closing	DDA § 406(3)

Event	Item To Be Performed	Time For Performance	Agreement Reference
	Report for Agency Parcel		
10.	Athens approves or disapproves title exceptions shown in Preliminary Title Report pursuant to delivery of Title Exceptions Notice	30 days prior to Closing	DDA § 406(3)
11.	Agency notifies Athens whether Agency will cure any disapproved exceptions or public easements	Within seven (7) days after receiving Title Exceptions Notice	DDA § 406(3)
12.	Athens submits application to California Integrated Waste Management Board (CIWMB) for Solid Waste Facilities Permit (SWFP)	Within sixty (60) days of Event 6	DDA Recital J(8)
13.	Athens responds to written inquiries received by CIWMB regarding SWFP application	Within thirty (30) days of receipt of such written inquiry	N/A
14.	Athens responds to written inquiries received by LADWP regarding sub-easement or license of LADWP easement area	Within thirty (30) days of receipt of such written inquiry	DDA § 404(1)(d)
15.	Athens responds to written inquiries received by SCE regarding sub-easement or license of SCE easement area	Within thirty (30) days of receipt of such written inquiry	DDA § 404(1)(d)
16.	Athens prepares and submits to City its Schematic Design Drawings for the Project	Within ninety (90) days of Event 6	N/A
17.	City reviews and approves or disapproves the Schematic Design Drawings	Within sixty (60) days of Event 16	N/A
18.	Athens prepares and submits to City Design Development Drawings and Preliminary Landscape Plans for the Project	Within ninety (90) days of Event 17	N/A
19.	City reviews and approves or	Within thirty (30) days of	N/A

Event	Item To Be Performed	Time For Performance	Agreement Reference
	disapproves the Design Development Drawings and Preliminary Landscape Plans	Event 18	
20.	Athens submits final building plans (Construction Drawings) for the Project	Within sixty (60) days of Event 19	N/A
21.	City reviews and approves or disapproves the final building plans (Construction Drawings) for the Project	Within ninety (90) days of Event 20	DDA § 404(2)(b)
22.	Opening of Escrow	The last to occur of the execution of the DDA, the City Agreements, the Other Agreements, and the adoption of the Ordinances (as such terms are defined in the DDA)	DDA § 403
23.	Expiration of Feasibility Period; Athens approves or disapproves of the Site condition	Fifteen (15) days after Opening of Escrow	DDA § 222
24.	Escrow Agent gives notice of fees, charges, costs, and documents to close Escrow	No more than sixty (60) days after the opening of Escrow	DDA § 405(2)
25.	Deposits into Escrow by Agency: a) the Deed for the Site, executed and acknowledged by Agency; b) the executed and acknowledged CC&Rs in recordable form; c) a FIRPTA Certificate; d) payment to Escrow Agent of Agency's share of Escrow costs, title and transfer fees, each as determined by the Escrow Agent pursuant to Section 405; and e) Approvals received from the	On or before, but not later than one (1) business day prior to the date set for the Closing	DDA § 404(1)

Event	Item To Be Performed	Time For Performance	Agreement Reference
	DOF or other such documents relating to the PMP as reasonably needed by Athens for it to obtain a satisfactory condition of Title		
26.	Deposits into Escrow by Athens: a) an estoppel certificate certifying that Agency has completed all acts, other than as specified, necessary for conveyance, if such be the fact; b) the executed and acknowledged CC&Rs in recordable form; c) the Purchase Price; and d) payment to Escrow Agent of Athens' share of Escrow costs, title and transfer fees, each as determined by the Escrow Agent pursuant to Section 405	On or before, but not later than one (1) business day prior to the date set for the Closing	DDA § 404(2)
27.	Close of Escrow	Within thirty (30) days of the satisfaction of all conditions to closing pursuant to the DDA	DDA § 405

It is understood that the foregoing Schedule of Performance is subject to all of the terms and conditions set forth in the text of the Disposition and Development Agreement, including any events of Enforced Delay. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any conflict or inconsistency between this Schedule of Performance and the text of the Disposition and Development Agreement, the text shall govern.

The time periods set forth in this Schedule of Performance may be altered or amended only by written agreement signed by both Athens and City. However, minor adjustments may be implemented by the City Manager as needed to conform the above Schedule with the Parties' actual performance of agreements and/or undertaking of Project activities. A failure by either Party to enforce a breach of any particular time provision shall not be construed as a waiver of any other time provision. The Executive Director of Agency and City Manager of the City shall have the authority to approve extensions of time without Agency Board or City Council action, respectively, not to exceed a cumulative total of 180 days.

Attachment 6: Grant Deed

FREE RECORDING REQUESTED BY

City of Irwindale
5050 N. Irwindale Ave.
Irwindale, CA 91706
Attn: City Manager

AND WHEN RECORDED RETURN TO AND MAIL TAX STATEMENTS TO:

Athens Services
P.O. Box 6009
City of Industry, CA 91716-0009
Attention: President

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code §6103)

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CITY OF IRWINDALE ACTING AS SUCCESSOR AGENCY TO THE IRWINDALE REDEVELOPMENT AGENCY, a public body, corporate and politic ("**Grantor**") acting under the California Community Redevelopment Law (Health & Safety Code Section 33000 *et seq.*) hereby grants to ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES, a California Corporation ("**Grantee**"), that certain real property in the City of Irwindale, County of Los Angeles, State of California, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "**Site**").

As conditions of this conveyance, Grantee covenants by and for itself and any successors-in-interest for the benefit of Grantor and the City of Irwindale, a municipal corporation, as follows:

1. **Governing Documents.** The Site is being conveyed subject to the terms of that certain Disposition and Development Agreement between Grantor and Grantee dated _____ (the "DDA") and that certain Development Agreement dated ____ (the "DA"). The DDA and DA are public records on file in the office of the City Clerk of the City of Irwindale, located at 5050 North Irwindale Avenue, Irwindale, CA 91706, and are incorporated herein by this reference. Grantee covenants and agrees for itself and its successors and assigns to use, operate and maintain the Site in accordance with the DDA and DA.

2. **Uses.** Grantee covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Site or any part thereof, that upon the date of this Grant Deed and during construction through completion of development and thereafter, Grantee shall devote the Site to the uses specified in the DDA, DA, and this Grant Deed for the periods of time specified therein. All uses conducted on the Site shall conform to the DDA and/or DA and all applicable provisions of the City's Municipal Code. The foregoing covenants shall run with the land.

3. **Term of Restriction.** Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor-in-interest to the Site that Grantee, such successors and such assigns, shall not develop, operate, maintain or use the Site in violation of the terms and conditions of the DDA and/or DA (unless expressly waived in writing by Grantor) for the term of either the DDA or DA, whichever term is longer; provided that, however, the covenants contained in Section 5 shall remain in effect in perpetuity.

4. **Reservation of Existing Streets.** Grantor excepts and reserves any existing street, proposed street, or portion of any street or proposed street lying outside the boundaries of the Site which might otherwise pass with a conveyance of the Site.

5. **Non-Discrimination.** Grantee covenants that there shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital status, age, ancestry, or national origin in the rental, sale, lease, sublease, transfer, use, occupancy, or enjoyment of the Site, or any portion thereof, nor shall Grantee, or any person claiming under or through Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Site or any portion thereof. The nondiscrimination and non-segregation covenants contained herein shall remain in effect in perpetuity.

6. **Form of Nondiscrimination Clauses in Agreements.** Grantee shall refrain from restricting the rental, sale, or lease of any portion of the Site on the basis of race, color, creed, religion, sex, marital status, age, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

(a) **Deeds:** In deeds the following language shall appear: "The grantee herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the grantee itself, or any persons claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) **Leases:** In leases the following language shall appear: "The lessee herein covenants by and for itself, its heirs, executors, administrators, successors, and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased."

(c) **Contracts:** In contracts pertaining to conveyance of the realty the following language shall appear: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

The foregoing covenants shall remain in effect in perpetuity.

7. **Mortgage Protection**. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument permitted by and approved by Grantor pursuant to the DDA or DA; provided, however, that any successor of Grantee to the Site shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

8. **Covenants to Run With the Land.** The covenants contained in this Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title, and shall be binding upon Grantee, its heirs, successors and assigns to the Site, whether their interest shall be fee, easement, leasehold, beneficial or otherwise.

9. **DOF Approval.** The Agreement and the transfer contemplated by this Deed was approved by the California Department of Finance ("**DOF**") as evidenced by that certain letter from the DOF dated [redacted], a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference ("**DOF Approval Letter**").

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers or agents hereunto as of the date first above written.

GRANTOR:

THE CITY OF IRWINDALE ACTING AS SUCCESSOR AGENCY TO THE IRWINDALE REDEVELOPMENT AGENCY

By: _____
_____, Chair

ATTEST:

By: _____
_____, Agency Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Fred Galante, Agency Counsel

ACCEPTANCE BY GRANTEE

By its acceptance of this Deed, Grantee hereby agrees as follows:

1. Grantee expressly understands and agrees that the terms of this Deed shall be deemed to be covenants running with the land and shall apply to all of the Grantee's successors and assigns (except as specifically set forth in the Deed).

2. The provisions of this Deed are hereby approved and accepted.

Dated: _____

ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES, a California corporation

By: _____
Ron Arakelian, Jr., Board Chairman

By: _____
Michael Arakelian, Vice President/Secretary

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

On _____, before me, _____, personally appeared _____
_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

_____
Notary Public

[SEAL]

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, before me, _____, personally appeared _____
_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

_____
Notary Public

[SEAL]

EXHIBIT "A"
LEGAL DESCRIPTION OF SITE

LEGAL DESCRIPTION

Real property in the City of Irwindale, County of Los Angeles, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. 22152, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 231 PAGES 15 THROUGH 18 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8535-001-911

EXHIBIT "B"
DOF APPROVAL LETTER

DEPARTMENT OF FINANCE

EDMUND G. BROWN JR. ▪ GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

August 8, 2014

Ms. Eva Carreon, Finance Director
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Dear Ms. Carreon:

Subject: Long-Range Property Management Plan

Pursuant to Health and Safety Code (HSC) section 34191.5 (b), the City of Irwindale Successor Agency (Agency) submitted a Long-Range Property Management Plan (LRPMP) to the California Department of Finance (Finance) on December 20, 2013. The Agency subsequently submitted a revised LRPMP to Finance on June 3, 2014. Finance has completed its review of the LRPMP, which may have included obtaining clarification for various items.

The Agency received a Finding of Completion on April 26, 2014. Further, based on our review and application of the law, we are approving the Agency's use or disposition of all the properties listed on the LRPMP. Our approval of the LRPMP also took into account the corresponding OB Resolution No. 2014-06-020, which specified:

- The revenues generated from Property No. 20, commonly referred to as the North Kincaid Pit/Former Denny's, will be applied towards future approved enforceable obligations.

Additionally, the following was noted during our review but does not require a revised plan to be submitted:

- The LRPMP proposed to transfer Property No. 23, located on 16025 Calle Del Norte to the City of Irwindale (City) as government use. Based on our review of the deed dated January 13, 1977, the City owns the property; therefore, it is not required to be listed on the LRPMP.

- Incorrect Assessor's Parcel Number (APN) number for the Property No. 9, located at 4600 Rivergrade Road. The correct APN is 8535-020-045.

In accordance with HSC section 34191.4, upon receiving a Finding of Completion from Finance and approval of a LRPMP, all real property and interests in real property shall be transferred to the Community Redevelopment Property Trust Fund of the Agency, unless that property is subject to the requirements of an existing enforceable obligation. Pursuant to HSC section 34191.3, the approved LRPMP shall govern, and supersede all other provisions relating to the disposition and use of all the real property assets of the former redevelopment agency.

Agency actions taken pursuant to a Finance approved LRPMP which requires the Agency to enter into a new agreement are subject to oversight board (OB) approval per HSC section 34181 (f). Any OB action approving a new agreement in connection with the LRPMP should be submitted to Finance for approval.

Pursuant to HSC section 34167.5, the California State Controller's Office (Controller) has the authority to claw back assets that were inappropriately transferred to the city, county, or any other public agency. Determinations outlined in this letter do not in any way eliminate the Controller's authority. Should the Controller claw back real property assets not contemplated in the existing approved LRPMP, the LRPMP must be revised to include these additional real assets. The revised LRPMP must be approved by the OB and Finance before the disposition of the clawed back assets can occur.

Please direct inquiries to Cindie Lor, Supervisor or Hugo Lopez, Lead Analyst at (916) 445-1546.

Sincerely,

for

JUSTYN HOWARD
Assistant Program Budget Manager

cc: Mr. Gus Romo, Community Development Director, City of Irwindale
Mr. Dominique Clark, Redevelopment Consultant, RSG, Inc.
Ms. Kristina Burns, Manager, Department of Auditor-Controller, Los Angeles County
Ms. Elizabeth Gonzalez, Bureau Chief, Local Government Audit Bureau, California State Controller's Office
California State Controller's Office

Attachment 7: CC&Rs

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Successor Agency to the
Irwindale Community Redevelopment Agency
5050 North Irwindale Avenue
Irwindale, CA 91706

(Space Above This Line for Recorder's Office Use Only)

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration") is made this ____ day of _____, 20__ by THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY (hereinafter "Agency" or "Declarant").

RECITALS:

A. Declarant Agency is the fee owner of that certain real property located in the City of Irwindale, County of Los Angeles, State of California (the "City") more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"). The Agency was formed pursuant to Health & Safety Code § 34167.5, which made the Agency the successor-in-interest to all assets and obligations of the former Irwindale Community Redevelopment Agency ("Former RDA"). On December 29, 2011, the California State Supreme Court issued a ruling on the constitutional validity of two 2011 legislative budget trailer bills, ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), which resulted in the outright dissolution of all 425 redevelopment agencies in the State of California. As part of that dissolution process, former redevelopment lands, like the Property, inured to successor agencies by operation of law. Moreover, the dissolution laws provide a process for the disposition and/or transfer of assets, including property holdings of the Former RDA. Subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012), which was passed, signed, and enacted on June 28, 2012, provided further detailed procedures governing the disposition of Former RDA assets such as the Site.

B. On January 6, 2005, the City issued a Request for Expressions of Interest and Statements of Qualifications ("REI/SOQ") from interested and qualified parties to plan, permit, build, operate and maintain a state-of-the-art regional municipal solid waste transfer station and recovery facility ("MRF/TS") at the Property to manage and process mixed municipal waste ("MMW") generated within and outside of the City. The City received multiple responses to the REI/SOQ. On March 3, 2005, ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES, a California Corporation ("Athens") submitted a proposal in response to the City's REI/SOQ that met or exceeded all requirements of the REI/SOQ by proposing the construction and operation of the

MRF/TS, accompanied by a public Fueling Facility/Convenience Store and appurtenant improvements (collectively, the "Project").

C. On or about _____, 2014, in order to promote industrial development and fulfill the City's obligations under the California Integrated Waste Management Act of 1989 (Public Resources Code Sections 40000 *et seq.* (the "Act") and the Global Warming Solutions Act of 2006 ("AB 32"), City and Athens, along with the Agency, finalized a series of agreements regarding the Project (referred to herein collectively as the "Agreements" as defined below), including conveyance of the Property to Athens and Athens' development and operation of the proposed MRF/TS. The Parties intend that the MRF/TS will provide for the long-term management and recycling of municipal solid waste generated in the City. The MRF/TS will serve as a point to accept, process, recover, and transfer MMW and residue following diversion activities to an appropriate permitted end-point disposal facility.

D. Pursuant to the City's development requirements, the City has approved the following land-use entitlements: (i) a Conditional Use Permit ("CUP"), (ii) Site Plan and Design Review Permit (collectively, "Site Plan"), and (iii) General Plan Amendment/Zone Change and Zoning Code Amendment ("GPA/ZA") to allow Athens to develop and operate a solid waste processing and materials recovery facility and transfer station ("MRF/TS") on the Property (the "Project"). The CUP, Site Plan and GPA/ZA for the Project are herein collectively referred to as the "City Entitlements".

E. Agreements governing the Project and Athens' use of the Property include: (i) a Development Agreement ("DA"), (ii) a Disposition and Development Agreement ("DDA") undertaken in compliance with ABx1 26 and AB 1484, which DDA places certain restrictions on the Property in order that Athens may develop and operate the MRF/TS, (iii) a "Reimbursement Agreement" between City and Athens, dated October 22, 2008, as amended, under which Athens is obligated to reimburse or advance funds to City for all development costs associated with the Project, including but not limited to conducting environmental reviews under CEQA, processing and negotiating permits, entitlements and conditions, and legal costs; (iv) a Franchise Agreement – Operations of MRF/TS, governing the use and operation of the MRF/TS (as may be amended from time to time, the "Franchise Agreement – Operations"), (v) a Franchise Agreement – Trash Collection and Street Sweeping, dated April 13, 2011, as amended, governing the exclusive right and obligation of Athens to collect solid waste and sweep streets in the City ("Franchise Agreement – Trash Collection and Street Sweeping"), (vi) an "LADWP Easement Agreement" governing Athens' rights over that certain easement over the Site owned by the Los Angeles Department of Water and Power, (vii) an "SCE Easement Agreement" governing Athens' rights over that certain easement over the Site owned by Southern California Edison, and (viii) a "Solid Waste Facilities Permit" to be issued by the California Integrated Waste Management Board or its successor ("SWFP"). The foregoing agreements and instruments, together with all City ordinances approving the foregoing agreements and instruments, as each may be amended from time to time in accordance with its respective terms, are collectively referred to herein as the "Agreements".

F. Athens, the Agency and City intend, in exchange for the parties' entering into the Agreements and City approval of the City Entitlements, that Athens, its successors and assigns shall hold, sell, and convey the Property subject to the covenants, conditions, restrictions, and reservations set forth in this Declaration and that the Agency and City shall have the right and power to enforce the covenants, conditions, restrictions, and reservations as provided herein.

G. Declarant Agency desires to establish and grant certain covenants, conditions and restrictions upon the Property for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and effectuating the Redevelopment Plan and the operations of the MRF/TS. Such covenants, conditions and restrictions shall bind the Property, the Agency and its successors and assigns, including Athens.

NOW, THEREFORE, the Declarant Agency covenants and agrees, for itself, its successors and assigns, and all persons claiming under or through it, that the Property shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants and restrictions hereinafter set forth.

TERMS AND CONDITIONS

ARTICLE 1
COVENANTS, CONDITIONS, AND RESTRICTIONS

1.1 **Recitals**. The foregoing Recitals are true and correct and incorporated herein by this reference.

1.2 **Project & Use**. Athens' development of the Property shall be undertaken pursuant to the City Entitlements and terms of the Agreements. Agency declares, and Athens, for itself and its successors and assigns, hereby covenants and agrees that the Property may only be used for the operation of the Project and related purposes, consistent with the terms, covenants and conditions as set forth in the Agreements and City Entitlements. Agency declares, and Athens, for itself and its successors and assigns, hereby covenants and agrees that the Property shall not be occupied, purchased, conveyed or otherwise utilized for purposes of real estate speculation.

1.3 **Incorporation of Franchise Operations Agreement**. Agency declares, and Athens, for itself and its successors and assigns, hereby covenants and agrees to hold, use and maintain the Property, and to operate the MRF/TS, subject to all rights and obligations established by the Franchise Agreement – Operations. All terms and provisions of the Franchise Agreement – Operations, a true and correct copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, are hereby incorporated into the terms of this Declaration as though set forth herein in full, and the provisions of the Franchise Agreement – Operations shall be binding upon the Property as a covenant, condition and restriction hereof.

1.4 **Compliance With Ordinances**. Athens, for itself and its successors and assigns, shall comply with all ordinances, regulations and standards of the City and

Agency applicable to the Property. Athens shall comply with all rules and regulations of any assessment district of the City with jurisdiction over the Property.

1.5 **Public Agency Rights of Access**. Agency declares, and Athens, for itself and its successors and assigns, hereby covenants and agrees to grant to the Agency, the City and other public agencies the right, at their sole risk and expense, to enter the Property or any part thereof at all reasonable times with as little interference as possible for the purpose of construction, reconstruction, relocation, maintenance, repair or service of any public improvements or public facilities located on the Property. Any damage or injury to the Property or to the improvements constructed thereon resulting from such entry shall be promptly repaired at the sole expense of the public agency responsible for the entry.

1.6 **Non-Discrimination**. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, ancestry, sexual orientation, gender or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the transferee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property.

ARTICLE 2
ENFORCEMENT

2.1 **Termination**. No breach of this Declaration shall act as a waiver or entitle any party to cancel, rescind or otherwise terminate this Declaration, or excuse the performance of such obligations hereunder; provided that, however, this limitation shall not affect in any manner any other rights or remedies available by reason of such breach or by reason of the terms and provisions of the other Agreements.

2.2 **Injunction**. Notwithstanding anything contained herein to the contrary, in the event of any violation or threatened violation of any of the terms, covenants, restrictions and conditions contained herein, in addition to the other remedies herein provided, the right to enjoin such violation or threatened violation in a court of competent jurisdiction shall remain available.

2.3 **City as Third-Party Beneficiary.** Declarant and Athens hereby acknowledge and agree that the terms of this Declaration and of the Agreements are intended for the benefit of the City of Irwindale and, as such, the City is hereby declared to be a third-party beneficiary to this Declaration with all rights and powers of enforcement over this Declaration.

ARTICLE 3
ENCUMBRANCES & MORTGAGE PROTECTION

3.1 **Athens' Breach Not to Default Mortgage Lien**. The breach of any of the covenants or restrictions contained in this Declaration by Athens or its successors and

assigns shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Property or any part thereof or interest therein, whether or not said mortgage or deed of trust is subordinated to this Declaration; but, unless otherwise herein provided, the terms, conditions, covenants, restrictions and reservations of this Declaration shall be binding and effective against the holder of any such mortgage or deed of trust and any owner of any of the Property or any part thereof whose title thereto is acquired by foreclosure, deed-in-lieu of foreclosure, trustee's sale, or otherwise.

3.2 **Amendments or Modifications to Declaration**. No purported rule, regulation, modification, amendment and/or termination of this Declaration shall be binding upon or affect the rights of any mortgagee holding a mortgage or deed of trust upon the Property that is recorded in the Office of the Los Angeles County Recorder prior to the date any such rule, regulation, modification, amendment or termination is recorded in such office, without the prior written consent of such mortgagee.

3.3 **Liens Subordinate**. Any monetary lien provided for herein shall be subordinate to any bona fide mortgage or deed of trust covering an ownership interest or leasehold or subleasehold estate in and to the Property and any purchaser at any foreclosure or trustee's sale (as well as any by deed or assignment in lieu of foreclosure or trustee's sale) under any such mortgage or deed of trust shall take title free from any such monetary lien, but otherwise subject to the provisions hereof; provided that, after the foreclosure of any such mortgage and/or deed of trust, all other assessments provided for herein to the extent they relate to the expenses incurred subsequent to such foreclosure, assessed hereunder to the purchaser at the foreclosure sale, as owner of the Property after the date of such foreclosure sale, shall become a lien upon the Property and may be perfected and foreclosed.

ARTICLE 4
COVENANTS TO RUN WITH THE LAND

This Declaration is designed to create equitable servitudes and covenants running with the Property. Agency hereby declares that all of the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to these covenants, conditions, restrictions and equitable servitudes, all of which are for the purposes of uniformly enhancing or protecting the value, attractiveness and desirability of the Property. The covenants, conditions, restrictions, reservations, equitable servitudes, liens and charges set forth herein shall: (i) run with the Property, (ii) be binding upon all persons having any right, title or interest in the Property, or any part thereof, their heirs, successive owners and assigns, and (iii) shall be binding upon Athens, its successors and assigns and successors in interest.

ARTICLE 5
TERM

5.1 **Term of Declaration**. The effective term of the covenants, conditions and restrictions contained in this Declaration shall be coterminous with the longest term applicable to the Agreements, or whichever of the Agreements is last to terminate.

5.2 **Upon Termination of Declaration.** Upon expiration of the term of this Declaration, the covenants, conditions and restrictions described herein shall automatically terminate and cease to be of binding effect, and the City and the Agency shall, after written request of Athens or its successor, execute and record such instruments as Athens reasonably requires to release and relinquish this Declaration. In addition, Athens shall have the right to execute and record such instruments as may be reasonably required to release and relinquish this Declaration and any amendment thereto.

ARTICLE 6
MISCELLANEOUS

6.1 **Modification.** This Declaration may not be modified, terminated or rescinded, in whole or in part, except by a written instrument duly executed and acknowledged by the parties hereto, their successors or assigns, and duly recorded in the Office of the County Recorder, County of Los Angeles.

6.2 **Governing Law**. This Declaration shall be governed by and construed in accordance with the laws of the State of California.

6.3 **Severability.** The invalidity or unenforceability of any provision of this Declaration with respect to a particular party or set of circumstances shall not in any way affect the validity and enforceability of any other provision hereof, or the same provision when implied to another party or to a different set of circumstances.

6.4 **Notices**. Any notice to be given under this Declaration shall be given by personal delivery or by depositing the same in the United States Mail, certified or registered, postage prepaid, at the following address:

If to Athens: Athens Services
P.O. Box 6009
City of Industry, CA 91716-0009

With copy to: Gibson, Dunn & Crutcher LLP
333 South Grand Avenue, Suite 4900
Los Angeles, CA 90071
Attention: Amy R. Forbes

If to Agency/City: Successor Agency to the Irwindale RDA or City of Irwindale
5050 North Irwindale Avenue
Irwindale, CA 91706

With copy to: Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 400
Irvine, CA 92612
Attention: Fred Galante, Agency Counsel

Any notice delivered personally shall be effective upon delivery. Any notice given by mail as above provided shall be effective forty-eight (48) hours after deposit in the mails. Any party may change address for notice by giving written notice of such change to the other party.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

"AGENCY" AS DECLARANT:

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

By: _____
_____, Chairperson

Date: _____

ATTEST:

By: _____
Agency Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Agency Counsel

ACKNOWLEDGED & ACCEPTED BY "ATHENS"

ARAKELIAN ENTERPRISES, INC., dba "Athens Services," a California Corporation

By: _____
Ron Arakelian, Jr.,
Board Chairman

By: _____
Michael Arakelian,
Vice President/Secretary

Attachment 8: Required Approvals

1. Oversight Board Resolution
2. State Department of Finance Approval of Sale
3. General Plan Amendment (Commercial to Commercial/Industrial)
4. Zone Text Amendment (Alcohol Sales Distance Requirements)
5. Development Agreement (Use Authorization and Project Conditions)
6. Conditional Use Permit (Alcohol Sales)
7. Franchise Agreement (Franchise and Regulate Operations)

Exhibit 2

Summary Report Per Health & Safety Code sec. 33433

[see following pages]

SECTION 33433 SUMMARY REPORT
FOR PROPOSED DISPOSITION AND DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY
AND ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES

INTRODUCTION AND BACKGROUND

The following Summary Report ("Report") has been prepared pursuant to California Health & Safety Code Section 33433 ("Section 33433"). Under Section 33433, a redevelopment agency must issue a report providing specified information regarding any sale or lease of property that was purchased with tax increment money. All redevelopment agencies in the State of California were dissolved by the action of the Legislature effective February 1, 2012. The authority, rights, powers, duties and obligations of redevelopment agencies are now vested in entities known as "successor agencies," except with respect to provisions of the Community Redevelopment Law that were repealed, restricted, or revised pursuant to the legislation providing for the dissolution of redevelopment agencies. Health & Safety Code Section 34173(a) & (b). However, it is not entirely clear which provisions of the Community Redevelopment Law have been repealed, restricted or revised. Specifically, it is unclear whether Section 33433 applies to the disposition by a successor agency of real property that was purchased by the redevelopment agency with tax increment money in light of the fact the concept of "tax increment" has been obliterated by the redevelopment dissolution law and successor agencies are charged with disposing of real property assets of former redevelopment agencies for the highest value possible rather than for purposes of redevelopment and elimination of blight. (ABX1 26 (Chapter 5, Statutes of 2011), Section 1, subsection (i); Health & Safety Code Section 34189(a).) Nevertheless, in an abundance of caution, this Section 33433 report has been prepared with respect to a sale of real property by the Successor Agency to the Irwindale Community Redevelopment Agency ("Successor Agency"). While this report may at times refer to what the Successor Agency is required to do under Section 33433, that phraseology is used only for convenience and is not a concession by the Successor Agency that Section 33433 does in fact apply.

The Successor Agency proposes to enter into a Disposition and Development Agreement ("DDA") that provides for the sale of real property purchased by the former redevelopment agency to Arakelian Enterprises, Inc., dba Athens Services ("Developer") for development of an approximately 17.22-acre site in the City of Irwindale ("City"), located at the intersection of Live Oak Avenue and Arrow Highway and referred to in this report as the "Site." The proposed development will be comprised of a Materials Recovery Facility and Transfer Station (the "MRF/TS") and a public Fueling Facility/Convenience Store and appurtenant improvements (collectively, the "Project"). A copy of the DDA is attached as Attachment "A".

This report consists of six (6) sections, as follows:

A. Salient Points of the DDA
B. Estimated Costs of the DDA to the Successor Agency
C. Estimated Value of the Site at the Highest and Best Use
D. Estimated Fair Re-use Value of the Interest to be Conveyed

E. Comparison of Purchase Price Contemplated by the DDA with the Site's Fair Market Value and Justification for the Purchase Price

F. Explanation of Why the Sale of the Site will Facilitate the Elimination of Blight

A. SALIENT POINTS OF THE DDA

Project Description

The Site was purchased by the former redevelopment agency on July 9, 1990, for $5,289,643. At the time of purchase, the Site was vacant and the former redevelopment agency sought to facilitate development of the site for an after-market auto related use and other retail development. The after-market auto related use did not move forward.

In 2005, the Site was recognized, by virtue of its size and location relative to freeways and arterial roadways, as a suitable site for the development of the MRF/TS which would enable the City to meet its obligations with respect to waste disposal.

The State of California, through enactment of the California Integrated Waste Management Act of 1989 (Public Resources Code Sections 40000 et seq. (the "Act")), has directed all local jurisdictions to promote recycling and to maximize the use of feasible source reduction, recycling and composting options in order to reduce the amount of solid waste required to be disposed of by land disposal. Furthermore, the Puente Hills Landfill, a major solid waste disposal facility for the region, closed as of October 31, 2013 and is required by permit conditions to reduce the quantities of waste accepted, resulting in the need for additional waste processing facilities and transfer stations to be developed in the region to meet the solid waste management needs of jurisdictions and protect public health and safety. The development of the Site pursuant to the DDA, and the fulfillment generally of the DDA, are further intended to facilitate meeting the City's obligations under the Act by providing the City and its residents with a state-of-the-art facility for solid waste disposal, recycling and source reduction.

The DDA provides for the following obligations of the Successor Agency and the Developer:

The Successor Agency's Responsibilities:

1. Convey the Site to the Developer for the sum of $10,210,000, based on a March 20, 2012, appraisal by R. P. Laurain & Associates.

2. Review and approve Project plans submitted by the Developer.

Developer Responsibilities:

1. Accept the conveyance of the Site.

2. Submit plans, apply and pay for all development costs associated with environmental clearance consistent with the California Environmental Quality Act (CEQA), building permits and other permits for the rehabilitation, maintenance, and construction of the facilities for the use described in this report.

3. Pay all costs related to the development of the Site, including but not limited to all project development and construction costs, all costs of public education regarding the Project, all costs of environmental review, all costs for development entitlements and permits and building permits, all costs of acquiring the Site, all "Host Fees" (as defined in a development agreement between the City and the Developer), and all costs in connection with the operation of the Project.

4. Reimburse the Successor Agency and the City for all costs incurred in connection with negotiation of the DDA and review and processing of plans and permits for the Project.

5. Operate a state-of-the art MRF/TS. As part of that obligation, meet state solid waste diversion requirements, address citizen complaints and prevent nuisance conditions from arising in connection with the operation of the facility.

6. Indemnify the Successor Agency against any prevailing wage claims made in connection with construction of the Project.

7. Indemnify the Successor Agency against all damages, costs and attorneys' fees related to litigation regarding the DDA and the Project.

B. ESTIMATED COST OF THE DDA TO THE SUCCESSOR AGENCY

Section 33433 requires that the Successor Agency disclose its costs associated with acquiring, holding, and selling the Site. The net costs are defined as equaling the Successor Agency's out-of-pocket costs less the revenues it is to receive as a result of the disposition of the Site.

1. Direct Costs to the Agency.

In July 1990, the former redevelopment agency purchased the Site and paid $5,289,643, or approximately $7.05 per square foot. The DDA provides for the Successor Agency to convey the Site to the Developer. Other expenses to the former redevelopment agency and the Successor Agency include the following:

DESCRIPTION	COST TO THE AGENCY
Site Remediation Costs	$108,349.88
Appraisal costs	$ 7,000.00
Title insurance	$ 8,236.00
Escrow costs	$ 17,172.00
Total Costs	$ 132,521.88

Site Remediation Costs:

12/17/09 - $19,125.00 – Converse Phase II Site Assessment

06/22/09 - $ 2,717.30 – Converse Phase I Site Assessment

PO 00004395 - $34,747.00 – Converse Add'l Phase II Testing; Research Groundwater Production Well; Removal 2 55-Gallon Drums

01/23/13 - $51,760.58 – Converse Well Abandonment Services

Adding all these expenses plus the $5,289,643 for the acquisition of the Site, the direct costs of this transaction to the former redevelopment agency and the Successor Agency come to a total of $5,422,164.88.

2. Subsidy to Developer.

The Site is being conveyed to the Developer for $10,210,000, a price determined by an appraisal in March 20, 2012 to be the fair market value. This price was established by an earlier Memorandum of Understanding between the Successor Agency and the Developer entered into in 2012, as amended on April 13, 2011 and again on December 12, 2012 (collectively, "MOU"). The DDA and various related transactions between the Developer and the City have been structured around that valuation of the Site. However, preparation of the Environmental Impact Report for the Project took longer than expected and the decision was made, in light of the MOU, the Successor Agency is bound by the price stated in the MOU, which the Successor Agency believes remains the fair market value of the Site today.[1] Thus, no subsidy is being provided to the Developer.

3. Benefits and Revenues to Successor Agency.

The benefits associated with the DDA and the Project itself are estimated to significantly outweigh the financial expenses. The Project is expected to generate an estimated annual amount of over $780,000 in Host Fees upon the first year of operation, increasing to an estimated $2.1 million by the 10th year of operation, based on the tonnage of solid waste handled per day. Job creation and improvements to the existing Site and occupancy of a Site that was vacant for more than 10 years and was formerly blighted are further intangible factors adding to the overall value of the Project to the City and its residents. It is estimated that the Project will generate approximately 345 jobs, which will be filled by underemployed citizens from the City and surrounding communities.

The total cost to the Developer of development and construction of the Project and performance of obligations under the DDA and other agreements with the City is estimated to be $45,210,000. The Project improvements will increase the Site's value, which in turn will generate tax revenues payable to the Successor Agency or, in light of the dissolution of the former redevelopment agency, to other affected taxing entities. A rough estimate of property tax increases due to the

[1] The Successor Agency has received a comment letter dated October 9, 2014 from Remy Moose Manley LLP, legal counsel for Waste Management, a competitor to the proposed purchaser of the Site, Athens Services. Waste Management submitted a proposal to purchase the Site and develop the MRF/TS, but was not selected to be the developer of the project. The comment letter states, based upon a letter appraisal enclosed with the letter, that the purchase price is not the current fair market value of the Site. A review of the R.P. Laurain appraisal and Remy Moose Manley's letter appraisal reveals that the price per square foot used by the two appraisers differs by only $1.00 per square foot and R.P. Laurain gives a higher value for the portion of the site impacted by a utility easement. The difference between the two appraisals is largely due to the fact R.P. Laurain took into account the effect on fair market value of a Community Facilities District assessment that would go into effect upon development of the Site, while Remy Moose Manley's appraisal did not. The appraisal provided by Remy Moose Manley therefore does not establish that the purchase price is not the current fair market value.

value of proposed Project improvements is $350,000 per year (i.e., building improvements valued about $35,000,000 at a 1.00% tax and assessment rate). A rough estimate of annual property taxes and assessments (other than the Community Facilities District assessment) based on the value of the land when it was purchased by the former redevelopment agency is about $52,896 (i.e., 1.00% tax and assessment rate times Site's purchase price of $5,289,643). This means that the Project can be estimated to generate approximately $400,000 additional dollars in property taxes and assessments per year. The former redevelopment agency recovered approximately 10.4 cents on the dollar as tax increment. Thus, there will be approximately $42,000 additional dollars available each year of residual property tax dollars made available to the City through the RPTTF distribution. In addition, it is estimated the City will realize approximately $50,000 per year in sales tax revenue from the Fueling Facility/Convenience Store aspect of the Project.

C. ESTIMATED VALUE OF THE SITE AT THE HIGHEST AND BEST USE

Section 33433 requires the Successor Agency to identify the value of the Site to be conveyed at the highest and best use allowed by the applicable zoning and requirements imposed by the redevelopment plan. Such valuation does not take into consideration any extraordinary use and/or quality restrictions being imposed on the development by the Agency.

The Site is zoned M-2, Heavy Manufacturing, under the City of Irwindale Zoning Ordinance which allows a variety of industrial uses as well as certain commercial uses. The Site is designated for commercial use in the City's general plan. The Site is triangular in shape and is located in an existing industrial area. Existing land uses that currently surround the Site include a mixture of commercial and industrial to the west, east, and south, recreation/open space to the north, and residential to the south, beyond the commercial/industrial districts in the City of Baldwin Park located to the south. The Site is bordered on the south by Live Oak Avenue, on the east by the Santa Fe Dam and property owned by the U.S. Army Corps of Engineers, and on the west and northwest by an existing business/industrial parking lot. The Site is crossed by a City of Los Angeles Department of Water and Power electricity transmission easement along the south side. In addition, Southern California Edison Company has a 23-foot wide underground utility easement along the entire length of the site frontage on Arrow Highway.

The Successor Agency obtained a highest and best use fair market value appraisal of the Site from R. P. Laurain and Associates dated March 20, 2012 (see, Attachment "B" hereto). The value conclusion for the property is $10,210,000.00, which takes into account the effect of a Community Facilities District assessment that would become applicable upon development of the Site. The appraisal concludes the highest and best use of the Site in its existing condition is industrial development in accordance with the existing zoning. (Attachment "B" at p. 3-3.)

The Successor Agency's appraiser estimated the value of the Site at its highest and best use to be $10,210,000. As noted in this report, the Agency paid $5,289,643 for the Site in July 9, 1990.

D. ESTIMATED FAIR RE-USE VALUE OF THE INTEREST TO BE CONVEYED

Section 33433 requires the Successor Agency to identify the value of the Site at the Developer's "fair re-use value" subject to the conditions, covenants, and development costs required by the conveyance (i.e., the value of the Site as it is proposed to be used under the DDA and encumbered

by any applicable use and development restrictions). The re-use value of the Site is directly a function of the development economics specific to the proposed Project. In other words, the "fair re-use value" is the property's value as it is being sold by a redevelopment agency, reflecting additional conditions and limitations beyond those permitted by land use and zoning codes. Generally, these conditions result in a lower value because the "highest and best use" cannot be achieved under the limitations imposed. Section 33433 additionally requires the fair re-use analysis to determine how "development costs required by the sale" will impact the Site's value.

As described above, the DDA and attendant Site use covenants will restrict the Site to use for the Project. Once in place, such use restrictions could have a negative impact upon the Site's value, particularly in light of the very substantial investment that must be made in improvements to the Site for construction of the Project. In addition, the requirement the Site be used only for the Project, and in particular the requirement for development and operation of the MRF/TS, precludes other uses of the Site that might generate a higher land value.

The Successor Agency has not obtained a specific professional appraisal analysis of the fair re-use value of the Site. The purpose of such an analysis is to ensure that a developer who is not paying highest and best use fair market value for real property purchased by a redevelopment agency with tax increment is paying at least the fair re-use value of the property. In this instance, the Developer is paying the fair market value of the Site based on its highest and best use. Accordingly, the fair re-use value analysis, if the Successor Agency is in fact required to comply with Section 33433, does not provide useful information for contemplating whether the price to be paid for the Site is fair to the Successor Agency and the public.

E. COMPARISON OF PURCHASE PRICE CONTEMPLATED BY THE DDA WITH THE SITE'S FAIR MARKET VALUE AND JUSTIFICATION FOR PURCHASE PRICE

The Site is being sold to the Developer for $10,210,000 with a requirement that the Developer develop a project anticipated to cost in excess of $33,000,000. As explained above, the price the Developer will pay for the Site is its fair market value for the highest and best use of the Site, which likely is more than the fair re-use value and substantially exceeds the cost to the former redevelopment agency of acquiring the Site and demolishing the improvements, as described in page 3 above. The DDA contemplates a fair return on the redevelopment agency's purchase of the Site in light of the specialized use of and need for the project.

F. EXPLANATION OF WHY THE SALE OF THE SITE WILL FACILITATE THE ELIMINATION OF BLIGHT

As discussed above, the purpose of the Successor Agency is not redevelopment or elimination of blight; the purpose of the Successor Agency is to satisfy the enforceable obligations of the former redevelopment agency and dispose of the former redevelopment agency's assets. Under the circumstances, it is questionable whether an analysis of why the DDA will facilitate the elimination of blight is necessary or useful. However, the issue will be addressed below to the extent feasible.

The Community Redevelopment Law of the State of California, Health and Safety Code Sections 33000, et seq. ("CRL"), authorized the former redevelopment agency to make agreements with

owners, purchasers and lessees of property in redevelopment project areas to eliminate blight and revitalize the area for economic development and redevelopment. More specifically, business vacancies and vacant or underutilized land or buildings are conditions that fall within the ambit of adverse economic conditions associated with blight. The Site is currently vacant land, having been previously developed, but underutilized, for industrial use, and thus the Site is vulnerable to becoming a target of trespassing, vandalism, and graffiti, and to becoming a public safety problem and a blighting influence on the surrounding area. By generating approximately 345 jobs and providing for more advanced solid waste diversion and recycling programs and more efficient transport of solid waste, the DDA will ameliorate environmental solid waste impacts that could exacerbate blighting influences.

The Project is also identified in the Irwindale Community Redevelopment Agency Implementation Plan for the 2010-2014 five-year period adopted by the former redevelopment agency in 2009 pursuant to Health & Safety Code 33490. The following are among the goals identified in the Implementation Plan that will be furthered by the Project:

- The elimination and prevention of blight and deterioration and the conservation, rehabilitation, and redevelopment of the Project Areas in accordance with the General Plan, applicable codes and ordinances, and Redevelopment Law.

- The promotion of new and continued encouragement of private sector investment within the Project Areas to prevent the loss and to facilitate the recapture of, commercial sales activity and replacement of revenues that will be lost when mining operations diminish with the depletion of quarry sites.

- The achievement of an environment reflecting a high level of concern for architectural, landscape, urban design and land use principles appropriate for the attainment of the objectives of the Redevelopment Plans.

- The creation of conditions that will result in the reduction of crime and an increase in public safety.

- The creation and development of local job opportunities and the preservation of the area's existing employment base.

- The redesign, rehabilitation, and redevelopment of areas, which are stagnant or underutilized.

- The elimination or amelioration of certain environmental deficiencies, including substandard vehicular circulation systems; inadequate water, sewer, and storm drainage systems; insufficient off-street parking; and other similar deficiencies that adversely affect the Project Areas.

- The reduction of the City's annual costs for the provision of local services to, and within, the Project Areas.

- END -

ATTACHMENT "F"

RESOLUTION NO. 2021-10-3272

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING GENERAL PLAN AMENDMENT NO. 02-2016 TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION FROM COMMERCIAL TO COMMERCIAL/INDUSTRIAL ON PROPERTY LOCATED AT 2200 ARROW HIGHWAY (APN 8535-001-911), SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF

A. RECITALS.

(i.) Athens Services, 14048 Valley Boulevard, City of Industry, CA 91746, the Applicant, has made a request for a General Plan Amendment to allow for the construction and operation of a Materials Recovery Facility and Transfer Station (MRF/TS) with a convenience store and public gas station located at 2200 Arrow Highway – APN 8535-001-911 ("Project"). This General Plan Amendment is being processed concurrently with Zoning Ordinance Amendment No. 04-2016; Development Agreement No. 02-2016; Conditional Use Permit No. 08-2016; and Site Plan and Design Review (DA) Permit No. 06-2016.

(ii.) The proposed 265,228 square foot building area will include a MRF/TS, convenience store and public gas station on a 17.22-acre site that is zoned M-2 (Heavy Manufacturing).

(iii.) On January 20, 2021, the Planning Commission conducted a duly noticed public hearing, at which time they received input from staff, the City Attorney, and the Applicant; heard public testimony; discussed the Proposed Project; closed the public hearing; and, after discussion, adopt Resolution No. 791 (21) recommending that the City Council adopt General Plan Amendment No. 02-2016.

(iv.) On February 24, 2021, the City Council conducted a duly noticed public hearing, as required by law, on the Application and approved the Application at that same meeting subject to the adoption of this Resolution.

(v.) The City has not received any comments or additional information constituting substantial new information requiring recirculation of any portion of the environmental review for the Project under Public Resources Code section 21092.1 and State CEQA Guidelines section 15088.5.

(vi.) All the requirements of CEQA, the State CEQA Guidelines, and the City of Irwindale's Local CEQA Guidelines have been satisfied by the City in the 2020 FEIR, which is sufficiently detailed such that all of the potentially significant effects of the Project have been adequately evaluated.

(vii.) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the City Council of the City of Irwindale as follows:

SECTION 1. The City Council hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Resolution are true and correct.

SECTION 2. The City Council hereby specifically finds and determines that the project, as proposed, and including General Plan Amendment No. No. 02-2016, has been adequately analyzed in the 2020 Final Environmental Impact Report (2020 FEIR) (SCH#2013051029). In making this determination, the City Council, as Lead Agency, has reviewed and considered the information in the 2020 FEIR, the written and oral testimony provided to the City, and the remainder of the administrative record for the project. The City Council has separately certified, via City Council Resolution No. 2021-08-3270 that the 2020 FEIR has been completed in compliance with the California Environmental Quality Act (Pub. Resource Code, § 21000 et seq.), reflects the City of Irwindale's independent judgment and analysis, and that all mitigation measures available to reduce to the project's impacts to the extent feasible have been adopted in the project's Mitigation Monitoring and Reporting Program. The City Council has also separately adopted a Statement of Overriding Considerations and CEQA Findings of Fact, attached as Exhibit A to Resolution 2021-08-3270. A copy of the 2020 FEIR and Mitigation Monitoring and Reporting Program was posted on the City's website.

SECTION 3. Based upon substantial evidence presented to this City Council during the public hearing conducted with regard to this Application, including written staff reports and verbal testimony, and evidence in the City's record for the project, this City Council hereby specifically finds as follows:

a. The approval of the proposed General Plan Amendment for property located at 2200 Arrow Highway (APN 8535-001-911) will resolve the inconsistency between the M-2 (Heavy Manufacturing) Zoning designation and the Commercial General Plan land use designation. Therefore, the proposed general plan amendment is consistent with Section California Government Code Section 65358(a) (Amendments), "If it deems it to be in the public interest, the legislative body may amend all or part of an adopted general plan."

b. The 17.22-acre site located at 2200 Arrow Highway is adequate in size, shape, topography, location, and other factors to accommodate the use and development proposed by the Project.

c. Adequate street access and traffic capacity are or will be available to serve the proposed Project and anticipated development in the

surrounding area in that the site has direct access from Arrow Highway. Emergency access will also be provided from Live Oak Avenue.

d. Adequate utilities and public services are or will be available to serve the proposed development, as well as existing and anticipated development in the surrounding area in that 2200 Arrow Highway has direct access to utilities and public services.

e. The use and development, as described herein, will be compatible with the existing and intended character of the area, in that the site is located in an area predominantly zoned with industrial uses and is surrounded by uses of similar and greater intensity. The Santa Fe Dam Recreation Area is located northeast of the site across Arrow Highway. However, the recreation area is separated from the site by the dam. Therefore, the proposed use is compatible with the surrounding uses.

f. The proposed use, as described herein, will not be materially detrimental to the public welfare or injurious to the adjacent properties in that the proposed uses of 2200 Arrow Highway will be industrial and commercial, consistent with neighboring uses.

SECTION 4. Based upon the substantial evidence and conclusions set forth herein above, and upon other oral evidence presented at the public hearing, and based on the City Council's concurrent consideration and certification of the 2020 FEIR (SCH# 2013051029), the City Council hereby adopt General Plan Amendment No. 02-2016 amending the General Plan Land Use Map (Exhibit "A"), from Commercial to Commercial/Industrial.

SECTION 5. The documents and materials that constitute the record of proceedings on which this Resolution has been based are located at 5050 N. Irwindale Avenue, Irwindale, California. The custodian for these records is the Community Development Manager. This information is provided in compliance with Public Resources Code section 21081.6.

SECTION 6. This resolution shall be effective upon adoption.

SECTION 7. A Notice of Determination shall be filed with the County of Los Angeles and the California State Clearinghouse within five working days of final project approval.

SECTION 8. The Chief Deputy City Clerk shall:

a. Certify to the adoption of this Resolution; and
b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application

PASSED, APPROVED AND ADOPTED this 24th day of February 2021.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-10-3272 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 24th day of February 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

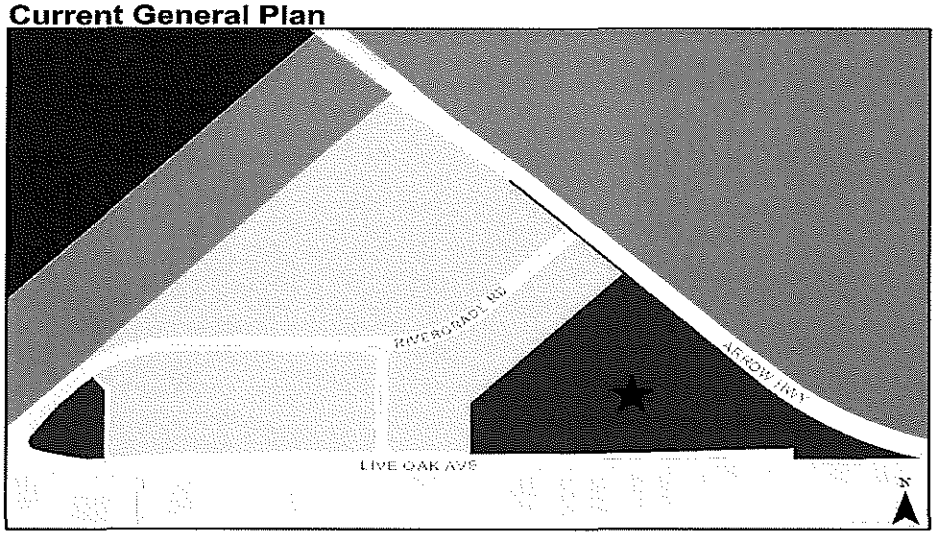
ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

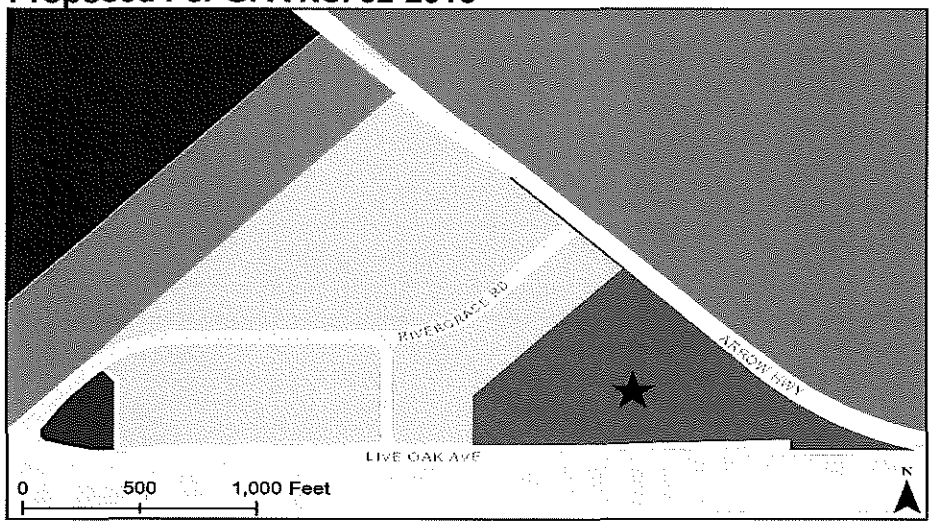
Laura M. Nieto, MMC
Chief Deputy City Clerk

Exhibit "A"

Current General Plan



Proposed Per GPA No. 02-2016



Service Layer Credits: City of Irwindale, ESRI, SCAG

- Commercial
- Commercial / Industrial
- Regional Commercial
- Industrial / Business Park
- Open Space
- Subject Site

ATTACHMENT "G"

ORDINANCE NO. 752

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTION 8.20.370 OF THE IRWINDALE MUNICIPAL CODE REGARDING SOLID WASTE FRANCHISES, AMENDING CHAPTERS 17.56 AND 17.58 OF THE CITY OF IRWINDALE MUNICIPAL CODE REGARDING MATERIAL RECOVERY FACILITIES IN THE M-2 (HEAVY MANUFACTURING) ZONE AND ADDING SECTION 17.56.025 REGARDING DISTANCE REQUIREMENTS FOR ALCOHOL BEVERAGE ESTABLISHMENTS

A. RECITALS.

WHEREAS, the City of Irwindale, 5050 Irwindale Avenue, Irwindale, CA 91706, the Applicant, has made a request for Zone Ordinance Amendment No. 04-2016 (ZOA) to the Irwindale Municipal Code (IMC) regarding material recovery facilities and distance requirements for alcohol beverage establishment conditional use permits (CUPs), which will affect properties Citywide;

WHEREAS, the City, through this ordinance, wishes to amend the Municipal Code to allow a Materials Recovery Facility as a permitted use in the M-2 Zone, and to modify the distance requirements for alcohol beverage establishments; and

WHEREAS, on January 20, 2021, the Planning Commission conducted a duly noticed public hearing, as required by law, and approved Resolution No. 792(17) recommending that the City Council approve the Zone Ordinance Amendment; and

WHEREAS, on February 24, 2021, the City Council conducted a duly noticed public hearing, as required by law, on the Application, including this Ordinance; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

B. ORDINANCE.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Ordinance are true and correct.

SECTION 2. The City Council hereby specifically finds and determines that the project, as proposed, and including the Zone Ordinance Amendment, has been adequately analyzed in the 2020 Final Environmental Impact Report (2020 FEIR) (SCH#2013051029). In making this determination, the City Council, as Lead Agency, has reviewed and considered the information in the 2020 FEIR, the written and oral testimony provided to the City, and the remainder of the administrative record for the project. The City Council has separately certified, via City Council Resolution No. 2021-08-3270 that the 2020 FEIR has been completed in compliance with the California Environmental Quality Act (Pub. Resource Code, § 21000 et seq.), reflects the City of Irwindale's

independent judgment and analysis, and that all mitigation measures available to reduce to the project's impacts to the extent feasible have been adopted in the project's Mitigation Monitoring and Reporting Program. The City Council has also separately adopted a Statement of Overriding Considerations and CEQA Findings of Fact, attached as Exhibit A to Resolution 2021-08-3270. A copy of the 2020 FEIR and Mitigation Monitoring and Reporting Program were posted on the City's website.

SECTION 3. Section 8.20.370 of the Irwindale Municipal Code is removed and replaced to read, in its entirety, as follows:

"8.20.370 - Right to grant franchise.

A. In order to protect public health, safety, and welfare, to control pest and nuisance vectors and to carry out the mandatory duties imposed on the city by the State of California, the city council may authorize one or more contractors to make arrangements with generators of solid waste for the collection, transportation, recycling and disposal of solid wastes within and throughout the city. To this end, the city council, subject to all applicable state laws, specifically retains the right to grant a limited, non-exclusive or exclusive franchise or franchises for the (i) collection of solid waste from any residential unit or commercial premises, and/or (ii) operation of a Material Recovery Facility/Transfer Station (as such term is defined in Section 17.56.070).

B. No solid waste enterprise or other person shall undertake the (i) collection of solid waste from any residential unit or commercial premises, and/or (ii) operation of a Material Recovery Facility/Transfer Station (as such term is defined in Section 17.56.070) without first obtaining a franchise granted by the city council, in writing, naming the contractor. Any specific exceptions to the foregoing franchise requirement may be designated in the city's duly-adopted franchise contract.

C. The term of each franchise shall be set forth in the franchise agreement. A reasonable franchise fee shall be included within every franchise granted pursuant to this chapter. The amount and payment thereof shall be determined by the city council, and shall be set forth in the franchise agreement. A penalty for late payments may be imposed.

D. A grant of franchise pursuant to this Section shall be made in the discretion of the city council and consistent with Irwindale City Charter Section 608."

SECTION 4. Section 17.56.025 is added to the Irwindale Municipal Code to read, in its entirety, as follows:

"17.56.025 – Uses requiring a development agreement.

The uses listed below shall be allowed in the M-2 zone with either (A) a conditional use permit, or (B) a development agreement that (i) meets the requirements of Government Code sections 65864-65869.5, and (ii) includes development standards that ensure the public's health, safety and welfare and that any development is consistent with the City's General Plan and any other applicable land use plan(s):

1. Material Recovery Facility/Transfer Station, if said facility is also approved in conjunction with a franchise agreement granting a limited, non-exclusive or exclusive franchise for operation of said Material Recovery Facility/Transfer Station.
2. (Reserved).

When a use is allowed by development agreement or conditional use permit in this Section, all ancillary uses can be approved by such development agreement or conditional use permit so long as appropriate and required findings can be made. Approval of a development agreement pursuant to this Section shall also qualify as an entitlement approval equivalent to that of approval of a conditional use permit, and shall be treated as a conditional use permit approval, for the purposes of any other provisions of this Title 17. Nothing in this section is intended to limit other uses that may be included in a development agreement as otherwise allowed in Sections 17.56.010 and 17.56.020 for the M-2 zone."

SECTION 5. Section 17.56.030, at Subsection A, of the Irwindale Municipal Code is amended to read, in its entirety, as follows (new text, if any, is identified in underlined, deleted text, if any, is identified in ~~strike through~~), with all provisions of Subsections B and C remaining unmodified and in full effect

17.56.030 - Limitation on permitted uses.

Every use permitted in the M-2 zone shall be subject to the following limitations:

A. Unless a specific provision of this Chapter 17.56 authorizes lesser setback requirements, the following general requirements apply. When an M-2 lot fronts or sides upon a street, public or private, when adjacent to residential and agricultural zones, there shall be maintained front and side yards of not less than fifty feet in depth along such thoroughfare. When an M-2 lot fronts or sides upon a street, public or private, when adjacent to commercial and M zones, there shall be maintained front and side yards of not less than twenty feet in depth along such thoroughfare. A landscaping area, not less than twenty feet in width, shall be maintained along all street frontage of such lots. The following accessory uses shall be permitted in such front or side yard areas:

1. Landscaping;

2. Passenger vehicle parking (only if surfaced in such manner as to eliminate dust or mud);

3. Employees' recreational area without structures;

4. An ornamental, open type fence, not over eight feet in height, made of material such as woven wire, wood, welded wires, chain link, or wrought iron.

5. Utility or other easements.

. . . ."

SECTION 6. Section 17.56.070 of the Irwindale Municipal Code is amended to read, in its entirety, as follows (new text, if any, is identified in underlined, deleted text, if any, is identified in ~~strike through~~):

"17.56.070 - Recycling facilities—Definitions.

For the purpose of carrying out the purpose of this code, the words, phrases and terms included in this title shall have the meaning ascribed to them in this chapter. The use of the terms "collection facilities" or "processing facilities" herein, whether large or small, shall not apply to ~~either (i) materials recovery facilities and transfer stations (MRF/TS), which are facilities operated by a city-franchised waste hauler for the recovery of recyclable materials from the municipal waste stream, including its city-approved related or incidental uses~~; (ii) auto dismantling/recycling facilities or junk/salvage/scrap yards; (iii) asphalt plants; (iii~~v~~) concrete plants; (iv) concrete product manufacturing,(v~~i~~) rubberized materials/tire recycling and (vi~~i~~) landfills.

A. Large Collection Facilities. A center for the acceptance by donation, redemption or purchase of recyclable materials from any person. Such a facility uses power driven processing equipment. Large collection facilities have storage areas that occupy more than five hundred square feet.

B. Large Processing Facilities. A facility used for the collection and processing of recyclable materials that occupies twenty-five thousand square feet or more of gross collection, processing and storage area.

C. Small Collection Facilities. A center for the acceptance by donation, redemption or purchase of recyclable materials from the public. Such a facility does not use power driven processing equipment. Small collection facilities have storage areas that occupy no more than five hundred square feet.

D. Small Processing Facilities. Same as large processing facility, but occupies twenty-four thousand nine hundred ninety-nine square feet or less of gross collection, processing and storage area.

E. Material Recovery Facilities/Transfer Stations (MRF/TS). Facilities operated by a city-franchised waste hauler for the recovery, processing

and/or transfer of recyclable materials, refuse and solid waste from the municipal waste stream, including its city-approved related or incidental uses."

SECTION 7. Section 17.56.090 of the Irwindale Municipal Code is amended to add a new subsection C to read as follows, with all provisions of Subsections A and B remaining unmodified and in full effect:

"17.56.080 - Recycling facilities—Criteria and standards.

. . . .

C. Material Recovery Facilities/Transfer Stations (MRF/TS).

1. Must be approved by development agreement and limited, non-exclusive or exclusive franchise agreement, pursuant to which additional standards beyond those required in this subsection C may apply.

2. Any storage containers or other equipment or materials must be stored in a manner so as to be adequately screened from the public right of way.

3. Any storage container must be located a minimum of ten feet from any property line.

4. Containers must be constructed and maintained with durable waterproof and rustproof materials, adequately painted and maintained in good condition.

5. Sufficient parking for operator's commercial and employee vehicles, as well as visitor parking, in the amount required per Section 17.64 shall be provided.

6. Must have all applicable permits from the California Department of Conservation and meet the requirements of the California Beverage Container Recycling and Litter Reduction Act of 1986.

7. The facility shall be clearly marked with the name and telephone number of the facility operator and the hours of operation. Identification and informational signs shall be subject to the sign standards applicable to the zone in which the facility is located. Onsite directional signs, bearing no advertising message, may be installed with the approval of the planning director, if necessary, to facilitate traffic circulation or if the facility is not visible from the public right-of-way. Directional signs shall include the city's logo.

8. The City of Irwindale must receive the source credit for the collections and processing.

9. No hazardous materials, including but not limited to, automotive fluids shall be permitted on site. Any hazardous materials inadvertently introduced into the site shall be disposed of immediately per state law requirements.

10. The facility is subject to annual inspections by the city to verify compliance with approved conditions of approval and applicable law.
11. The facility must submit reports for yearly disposal and diversion amounts to be reviewed by the planning department and finance department. Diversion activities must be in accordance with all applicable federal, state and local requirements.
12. The facility is required to obtain a city business license.
13. Except for small quantities of CRV materials, if warranted as determined by the community development director and in accordance with state law requirements, the facility will be required to maintain a customer log; at which time the customer must show valid identification, such as a state issued driver's license, identification card and/or thumb print where applicable.
14. All portions of the lot, other than approved landscaping areas, shall be paved.
15. Adequate security measures shall be established, including but not limited to, cameras with recording capabilities, motion sensors and lighting.
16. Any request for expansion of an existing facility requires a modification of the previously approved development agreement or conditional use permit, unless such modification meets criteria for minor modifications per the development agreement or conditional use permit conditions.
17. Hours of operation shall be established in the development agreement or conditional use permit.
18. Minor repairs shall be permitted for fleet vehicles and machinery only. All repairs must be done within an enclosed building or shielded from the public right of way and be limited to oil changes, tire changes and the like.
19. Recycling activities must be in accordance with all applicable federal, state and local requirements.
20. Minimum landscaping requirements shall be per the approved site plan and shall not be subject to the minimum requirements otherwise applicable in the M-2 zone.
21. Must comply with all applicable environmental mitigation measures at all times, including odor and noise, and promptly and adequately address all complaints received from the general public and report same to the community development director within 48 hours.
22. To the extent a duly-approved development agreement or conditional use permit contains terms or conditions more specific than the ones contained in this Section or elsewhere in the Code, the more specific terms shall control."

SECTION 8. Section 17.56.020 of the Irwindale Municipal Code is amended to add the following numbered item to the list of uses requiring a conditional use permit: "43. Material Recovery Facilities/Transfer Stations (MRF/TS), conditional use permit or development agreement, if said facility is also approved in conjunction with a franchise agreement and subject to all requirements of Section 17.56.025". Other provisions of Section 17.56.020 shall remain unchanged.

SECTION 9. Subsection A of Section 17.58.040 of the Irwindale Municipal Code is amended to read, in its entirety, as follows (new text, if any, is identified in underlined, deleted text, if any, is identified in ~~strike through~~):

> "A conditional use permit shall not be issued to a proposed on-sale or off-sale alcoholic beverage establishment if the proposed establishment would be located within three hundred feet from another such establishment or any residential use, church or other place of worship, or hospital; or within one thousand feet from an educational institution, nursery school, day camp, day care center, public park, or playground, as such distances are measured from the closest property line of each use. Notwithstanding any provision in this chapter to the contrary, an "existing deemed approved alcoholic beverage establishment" which is seeking to obtain a conditional use permit shall not be required to comply with these distance requirements as part of the conditional use permit process. In addition, these distance requirements shall not apply to the location of any proposed on-sale or off-sale alcoholic beverage establishment within a bona fide restaurant or specialty food store as such terms are defined in Section 17.58.020.
>
> The minimum distance requirement provided in this section may be waived by the development services director or the decision-making body, if in his/her/its reasonable judgment, it is determined that a substantial physical obstruction or barrier exists, such that it is practically infeasible for an individual to travel the distance (including by foot, bicycle or vehicle) as measured by property lines and the actual distance travelled would in reasonable likelihood be in excess of the minimum distance requirement. The substantial physical obstruction or barrier may be natural or man-made, provided it existed before submission of the application for the conditional use permit or development agreement. Examples of types of physical obstructions or barriers that may support a waiver include but are not limited to, restricted access highways or freeways, rivers or creeks, stormwater channels, large embankments or soundwalls."

SECTION 10. The documents and materials that constitute the record of proceedings upon which this Ordinance has been based are located at 5050 N. Irwindale Avenue, Irwindale, California. The custodian for these records is the Community Development Manager. This information is provided in compliance with Public Resources Code section 21081.6.

SECTION 11. A Notice of Determination shall be filed with the County of Los Angeles and the California State Clearinghouse within five working days of final project approval.

SECTION 12. The Chief Deputy City Clerk shall:

a. Certify to the adoption of this Ordinance; and

b. Forthwith transmit a certified copy of this Ordinance, by certified mail, to the Applicant at the address of record set forth in the Application.

PASSED, APPROVED AND ADOPTED this 24th day of February 2021.

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Ordinance No. 752 was duly introduced by the City Council of the City of Irwindale, at a regular meeting held on the 24th day of February 2021, and was duly approved and adopted on second reading at its regular meeting held on the 10th day of March 2021, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

ATTACHMENT "H"

ORDINANCE NO. 753

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING DEVELOPMENT AGREEMENT NO. 02-2016 WITH ATHENS SERVICES TO ALLOW THE CONSTRUCTION AND OPERATION OF A MATERIALS RECOVERY FACILITY AND TRANSFER STATION, CONVENIENCE STORE AND PUBLIC GAS STATION ON PROPERTY LOCATED AT 2200 ARROW HIGHWAY (APN 8535-001-911), AND MAKING FINDINGS IN SUPPORT THEREOF

A. RECITALS.

WHEREAS, Athens Services, 14048 Valley Boulevard, City of Industry, CA 91746, the Applicant, has made a request to enter into a Development Agreement (Application) with the City of Irwindale to construct and operate a Materials Recovery Facility and Transfer Station (MRF/TS) with a convenience store and public gas station on a property located at 2200 Arrow Highway – APN 8535-001-911. The proposed Development Agreement (DA No. 02-2016) is attached hereto as Attachment 1 and incorporated herein; and

WHEREAS, The Property is located on a 17.22-acre parcel on the south side of Arrow Highway. The convenience store will be approximately 2,587 square feet and there will be eight gas or diesel pumps on an island with an overhead canopy. The convenience store will sell beer and wine. The Subject Property is zoned M-2 (Heavy Manufacturing); and

WHEREAS, the City, through this ordinance, wishes to adopt Development Agreement No. 02-2016 for the MRF/TS Project; and

WHEREAS, all the requirements of CEQA, the State CEQA Guidelines, and the City of Irwindale's Local CEQA Guidelines have been satisfied by the City in the 2020 FEIR, which is sufficiently detailed such that all of the potentially significant effects of the Project have been adequately evaluated; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

B. ORDINANCE.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Ordinance are true and correct.

SECTION 2. The City Council hereby specifically finds and determines that the Project, as proposed, and including Development Agreement No. 02-2016, has been adequately analyzed in the 2020 Final Environmental Impact Report (2020 FEIR) (SCH#2013051029). In making this determination, the City Council, as Lead Agency, has reviewed and considered the information in the 2020 FEIR, the written and oral testimony provided to the City, and the remainder of the administrative record for the project. The City Council has separately certified, via City Council Resolution No. 2021-08-3270 that the 2020

FEIR has been completed in compliance with the California Environmental Quality Act (Pub. Resource Code, § 21000 et seq.), reflects the City of Irwindale's independent judgment and analysis, and that all mitigation measures available to reduce to the project's impacts to the extent feasible have been adopted in the project's Mitigation Monitoring and Reporting Program. The City Council has also separately adopted a Statement of Overriding Considerations and CEQA Findings of Fact, attached as Exhibit A to Resolution 2021-08-3270. A copy of the 2020 FEIR and Mitigation Monitoring and Reporting Program were posted on the City's website.

SECTON 3. The provisions of the proposed Development Agreement are consistent with the City's General Plan, as amended by General Plan Amendment No. 02-2016. The Project site land use designation will be Commercial/Industrial, which permits light industry, heavy industry, and commercial uses, consistent with the proposed MRF/TS and convenience store/public gas station project.

SECTION 4. Based upon substantial evidence and conclusions presented to this City Council during the public hearing conducted with regard to this Application and set forth herein above, this City Council hereby approves Development Agreement No. 02-2016, attached hereto as Exhibit A, and by this reference, incorporated herein. The Development Agreement is necessary to protect the public health, safety and general welfare and is reasonable and proper in accordance with the intent and purposes of Title 17 of the Irwindale Municipal Code.

SECTION 5. The documents and materials that constitute the record of proceedings upon which this Ordinance has been based are located at 16102 Arrow Highway, Irwindale, California. The custodian for these records is the Community Development Director. This information is provided in compliance with Public Resources Code section 21081.6.

SECTION 6. A Notice of Determination shall be filed with the County of Los Angeles and the California State Clearinghouse within five working days of final project approval.

SECTION 7. The Chief Deputy City Clerk shall:

a. Certify to the adoption of this Ordinance; and

b. Forthwith transmit a certified copy of this Ordinance, by certified mail, to the Applicant at the address of record set forth in the Application.

PASSED, APPROVED AND ADOPTED this 24th day of February 2021.

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Ordinance No. 753 was duly introduced by the City Council of the City of Irwindale, at a regular meeting held on the 24th day of February 2021, and was duly approved and adopted on second reading at its regular meeting held on the 10th day of March 2021, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

EXHIBIT H

DEVELOPMENT AGREEMENT NO. 02-2016

EXHIBIT A

DEVELOPMENT AGREEMENT No. 02-2016

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into on _____, 2021, by and between the CITY OF IRWINDALE ("City"), a municipal corporation, and ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES, a California corporation ("ATHENS") (individually a "Party" and collectively, the "Parties").

RECITALS:

A. Recitals and Capitalized Terms. The recitals in this Agreement constitute part of this Agreement and each Party shall be entitled to rely on the truth and accuracy of each recital as an inducement to enter into this Agreement. The capitalized terms used in these recitals and throughout this Agreement shall have the meaning assigned to them in Article 1. Any capitalized terms not defined in Article 1 shall have the meaning otherwise assigned to them in this Agreement or apparent from the context in which they are used.

B. Legislation Authorizing Development Agreements. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the legislature of the State of California (the "Legislature") adopted the Development Agreement Statute, Section 65864 *et seq.*, of the Government Code, authorizing City to enter into an agreement with any person having a legal or equitable interest in real property providing for the development of such property and establishing certain development rights therein.

C. Integrated Waste Management Act. The Legislature, by enactment of the California Integrated Waste Management Act of 1989 (Public Resources Code Section 40000 *et seq.* (the "Act"), has directed all local jurisdictions to promote recycling and to maximize the use of feasible source reduction, recycling and composting options in order to reduce the amount of solid waste required to be disposed of by land disposal. Furthermore, the Puente Hills Landfill, a major solid waste disposal facility for the region has closed as of October 31, 2013, resulting in the need for additional waste processing facilities and transfer stations to be developed in the region to meet the solid waste management needs of jurisdictions and protect public health and safety.

D. GHG Reduction. The Legislature, by enactment of the Global Warming Solutions Act of 2006 ("AB 32"), has declared that the reduction of greenhouse gas emissions ("GHGs") that cause climate change is among the state's top priorities. Local governments will play a vital role in the implementation of AB 32 by identifying opportunities and best practices to increase waste reduction and recycling, thereby reducing carbon emissions. ATHENS' operation of a mixed waste recycling system will contribute to GHG emissions reductions by reducing fuel consumption and vehicle miles traveled in performing waste collection and diversion activities for the City and by recovering and recycling commodities in the waste stream.

E. The MRF/TS Project. On January 6, 2005, the City issued a Request for Expressions of Interest and Statements of Qualifications ("REI/SOQ") from interested and qualified parties to plan, permit, build, operate and maintain a state-of-the-art regional municipal solid waste transfer station and recovery facility at a location in the City to manage and process solid waste generated within and outside of the City, and received multiple responses thereto. On March 3, 2005, ATHENS submitted a proposal in response to the City's REI/SOQ that met or exceeded all requirements of the REI/SOQ by proposing the construction and operation of a Materials Recovery Facility and Transfer Station (the "MRF/TS") accompanied by a public Fueling Facility/Convenience Store and appurtenant improvements (collectively, the "Project"). On June 25, 2008, in order to reduce blight and promote industrial development in the Redevelopment Area and fulfill the City's obligation under the Act, City and ATHENS, along with the former Irwindale Community Redevelopment Agency ("Former RDA"), entered into that certain Memorandum of Understanding regarding the Project (as amended, the "MOU"), including its development and operation of the proposed MRF/TS. The Parties intend that the MRF/TS will provide for the long-term management and recycling of municipal solid waste generated in the City. The MRF/TS will serve as a point to accept, process, recover, and transfer mixed municipal waste ("MMW") and residue following diversion activities to an appropriate permitted end-point disposal facility. The Facility Scope & Components are further described and permitted in the Site Plan and Design Review Permit No. 06-2016 (City Council Resolution No. 2021-12-3274) ("SP and DR Permit"), and the 2020 Certified FEIR, adopted concurrently herewith by the City Council on February 24, 2021.

F. DDA with Agency. The Project is proposed to be developed on a parcel owned by the Successor Agency to the Irwindale Community Redevelopment Agency ("Agency"), which parcel is legally described and depicted in Exhibit "B" hereto (the "Site"). The Agency was formed pursuant to Health & Safety Code § 34167.5, which made the Agency the successor-in-interest to all assets and obligations of the Former RDA. On December 29, 2011, the California State Supreme Court issued a ruling on the constitutional validity of two 2011 legislative budget trailer bills, ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), which resulted in the outright dissolution of all 425 redevelopment agencies in the State of California. As part of that dissolution process, former redevelopment lands, like the Site, inured to successor agencies by operation of law. Moreover, the dissolution laws provide a process for the disposition and/or transfer of assets, including property holdings of the Former RDA. Subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012), which was passed, signed, and enacted on June 28, 2012, provided further detailed procedures governing the disposition of Former RDA assets such as the Site. It is anticipated that ATHENS will enter into a separate Disposition and Development Agreement (the "DDA") that will establish the terms by which the Agency's interest in the Site will be conveyed to ATHENS.

G. ATHENS as Qualified Operator. ATHENS is a family owned and operated company that has been providing refuse removal and recycling services in Southern California (the largest in Los Angeles County) for more than 50 years. ATHENS currently operates a MRF in the unincorporated area of Los Angeles County near the City of Industry, the first of its kind in the area. Since 1957 ATHENS has been a leader in the waste industry providing state-of-the-art services including automated waste and recycling collection, green waste recycling, food waste/organics collection and composting, commercial bin and compactor services, construction and demolition services, special waste transportation, transfer and material recovery, storage box

rentals, and street/parking lot sweeping in many areas of Southern California. As owners and operators of an existing MRF and a composting facility, ATHENS offers the highest diversion waste and recycling programs for residential, commercial and municipal locations.

H. Public Benefits of Project. The grant of development rights hereunder is made in consideration for ATHENS' good faith efforts to complete the development of a MRF/TS to accept, process, recover, and transfer MMW and residue following diversion activities to an appropriate permitted disposal facility. The Project will benefit the City by creating new jobs in the community, diversifying and expanding the City's revenue base, revitalizing a blighted area and the general economy of the City, improving the City's compliance with State-mandated waste reduction requirements, and promoting recycling and refuse rate stability for residents and businesses within the community. The Project will also benefit the public by serving the MMW management needs of other jurisdictions in the region, reducing municipal costs, and protecting public health and safety.

I. Intent of the Parties. The Parties have determined that the Project is a development for which a development agreement is appropriate. The Parties desire to define the parameters within which the obligations of ATHENS for infrastructure and public improvements and facilities will be met, and to provide for the orderly development of the Project, assist in attaining the most effective utilization of resources within the City, and otherwise achieve the goals of the Development Agreement Statute. In consideration of these benefits to City and the public benefits of the development of the Project, ATHENS will receive assurances that the City shall grant all permits and approvals required for total development of the Project in accordance with this Agreement.

J. Public Hearings: Findings. In accordance with the requirements of the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.* ("CEQA")), appropriate studies, analyses, reports or documents were prepared and considered by the City Council and Agency Board for the Project in conjunction with their joint consideration of the DDA. After a public hearing, the City Council and Agency Board, after making appropriate findings, certified a Final Environmental Impact Report for the Project by Resolution No. CC 2021-08-3270 and SA 2021-13-3275 adopted on February 24, 2021 in compliance with CEQA. Also on January 20, 2021, after providing public notice as required by law, the Planning Commission held a public hearing and recommended approval to the City Council and thereafter, on February 24, 2021, after providing public notice as required by law, the City Council held a public hearing to consider ATHENS' application for this Agreement. The Planning Commission and the City Council found on the basis of substantial evidence that this Agreement is consistent with all applicable plans, including the General Plan, and other rules, regulations and official policies of City.

K. Public Improvements. Public improvements determined through the CEQA review process described above and required by this Project include both internal Site improvements benefiting only the Project and area-wide improvements benefiting other property as well. More specifically, these improvements include the construction of or contribution to: drainage and flood control facilities; street improvements; and improvements associated with streets including sidewalks, street lights, utilities, and parkways. A list of the off-site improvements is attached hereto as Exhibit "D" (the "Off-Site Improvements"). ATHENS shall construct all Off-Site Improvements at its sole cost and expense, excepting that ATHENS shall not construct, but rather

pay an in-lieu and Fair-Share fee for, the City's implementation of those Off-Site Improvements listed in Exhibit "D," which Exhibit includes the Estimated Schedule of In-Lieu and Fair-Share Fees to be paid by ATHENS for the Off-Site Improvements identified therein.

L. Other Agreements. The Parties understand that this Agreement is for the development and operation of the Project. The Parties also acknowledge that the following necessary documents have been, or will be, negotiated in order to fulfill the obligations and goals under the MOU to develop and operate the Project: (i) the DDA between the Agency and ATHENS for conveyance of the Site to ATHENS for the development of the Project; (ii) a "Reimbursement Agreement" between City and ATHENS, dated October 22, 2008, as amended, under which ATHENS is obligated to reimburse or advance funds to City for all development costs associated with the Project, including but not limited to conducting environmental reviews under CEQA, processing and negotiating permits, entitlements and conditions, and legal costs; (iii) a Franchise Agreement – Operations of MRF/TS, governing the use and operation of the MRF/TS ("Franchise Agreement – Operations"), (iv) a Franchise Agreement – Trash Collection and Street Sweeping, dated April 13, 2011 and governing the exclusive right and obligation of Athens to collect solid waste and sweep streets in the City ("Franchise Agreement – Trash Collection and Street Sweeping"), (v) a recorded instrument of Covenants, Conditions and Restrictions on the use of the Site as a MRF/TS (the "CC&Rs"), (vi) an "LADWP Easement Agreement" governing Athens' rights over that certain easement over the Site owned by the Los Angeles Department of Water and Power, (vii) an "SCE Easement Agreement" governing Athens' rights over that certain easement over the Site owned by Southern California Edison, and (viii) a Solid Waste Facilities Permit to be issued by the California Integrated Waste Management Board or its successor ("SWFP"). The foregoing agreements and instruments, together with all City ordinances approving the foregoing agreements and instruments, are collectively referred to as the "Agreements" or "Other Agreements" in contrast to this Agreement. The Parties hereto acknowledge that this Agreement and the Other Agreements bear overlapping impact upon the Site and ATHENS' operations, and thus the effectiveness of this Agreement is conditioned on approval and execution by the City and ATHENS of each of the Other Agreements. Notwithstanding the foregoing, to the extent the terms of this Agreement conflict with Other Agreements that have previously been executed by the Parties, namely the Reimbursement Agreement and the MOU, the terms of this Agreement shall govern.

M. Mutual Agreement. Based on the foregoing and subject to the terms and conditions set forth herein, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and having determined that the foregoing recitals are true and correct and should be and hereby are incorporated into this Agreement, the Parties agree as follows:

ARTICLE 1.0 DEFINITIONS.

The following words and phrases are used as defined terms throughout this Agreement. Each defined term shall have the meaning set forth below. Where a phrase or term of art is not defined in this Agreement but is defined in one of the Other Agreements, the phrase or term shall bear the meaning defined in the Other Agreements.

1.1 Agency. "Agency" means the Successor Agency to the Irwindale Community Redevelopment Agency, a California public body, corporate and politic.

1.2 Agreement. "Agreement" means this Development Agreement between the City and ATHENS for the development of the Project.

1.3 Agreements/Other Agreements. "Agreements" means this Agreement and all those other contractual instruments and City ordinances identified in the preceding Recital L of this Agreement. "Other Agreements" include the DDA, MOU, Reimbursement Agreement, the Franchise Agreement – Operations, the Franchise Agreement – Trash Collection and Street Sweeping, and the CC&Rs. To the extent the terms of this Agreement conflict with Other Agreements that have previously been executed by the Parties, namely the Reimbursement Agreement and the MOU, the terms of this Agreement shall govern.

1.4 Applicable Law. "Applicable Law" means all statutes, rules, regulations, guidelines, actions, determinations, permits, orders, or requirements of the federal, State, County, City and local and regional government authorities and agencies having applicable jurisdiction, that apply to or govern the Facility, the Site or the performance of the Parties' respective obligations hereunder, including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, zoning, non-discrimination, prevailing wages if applicable, and the Los Angeles County Integrated Waste Management Plan. All references herein to Applicable Law include subsequent amendments or modifications thereof, unless otherwise specifically limited in this Agreement or one of the Other Agreements.

1.5 Applications. "Application(s)" means a complete application for the applicable land use approvals meeting all current City ordinances, provided that any additional or alternate requirements in said ordinances enacted after the Effective Date which affect the Project application shall apply only to the extent permitted by this Agreement.

1.6 Assignment. All forms of use of the verb "assign" and the nouns "assignment" and "assignee" shall include all contexts of hypothecations, sales, conveyances, transfers, leases, and assignments.

1.7 ATHENS. "ATHENS" means ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES, a California corporation.

1.8 ATHENS' Costs. "ATHENS' Costs" means ATHENS' obligation to pay for all costs identified in this Agreement and the Reimbursement Agreement, including but not limited to: all Project Development and Off-Site Improvement construction costs (or in-lieu and Fair-Share fees therefor per Exhibit "E"), all costs of the environmental review, all costs for entitlements, all franchise fees due under the Franchise Agreement – Operations and Franchise Agreement – Trash Collection and Street Sweeping, all Host Fees required hereunder, all operational costs and all other costs identified herein as the responsibility of ATHENS.

1.9 Authorizing Ordinance. "Authorizing Ordinance" means Ordinance No. 719 approving this Agreement.

1.10 Best Management Practices ("BMP"). "Best Management Practices" or "BMP" means structural, nonstructural, and managerial techniques recognized to be the most effective and practical means to reduce environmental impacts arising from the Project, whether affecting soils, air, water, noise, traffic, public infrastructure, public health/safety, or other impacts emanating from the Facility while still allowing the productive use of resources. BMPs also include treatment requirements, operating procedures, and practices to control Site runoff, spillage or leaks, sludge or waste disposal, trash or debris, or drainage from raw material storage or similar matters.

1.11 Board. "Board" means the California Integrated Waste Management Board, as established pursuant to the Act (Public Resources Code Section 40000 *et seq.)* or such successor entity to which the duties of the California Integrated Waste Management Board are assigned, including without limitation the Department of Resources Recycling and Recovery ("DRRR").

1.12 CEQA. "CEQA" means the California Environmental Quality Act, Section 21000 *et seq.* of the California Public Resources Code and its implementing regulations and guidelines, including future amendments to or recodification thereof.

1.13 CEQA Completion Date. "CEQA Completion Date" means the later date of either: (i) 30 days after the Notice of Determination; or (ii) the date of the final settlement or resolution of any appeal, lawsuit or other action by a third party challenging the Development Approvals or the CEQA process.

1.14 City. "City" means the City of Irwindale, California, a chartered municipal corporation.

1.15 City Council. "City Council" means the governing body of the City of Irwindale.

1.16 Claims or Litigation. "Claims or Litigation" means any challenge by adjacent owners or any other third parties (i) to the legality, validity or adequacy of this Agreement, Development Approvals, or other actions of City or Agency pertaining to the Project, (ii) seeking damages against City or Agency as a consequence of the foregoing actions or for the taking or diminution in value of their property, (iii) seeking damages against the City or Agency for injuries, losses or damages due to ATHENS' use of or operations on the Site, or (iv) otherwise arising from the Project.

1.17 Commencement of Operations Date. "Commencement of Operations Date" means the date that operations commence within the MRF/TS which shall be the day ATHENS first receives fees for services provided at the Site. ATHENS will give City written notice of such date, and the Parties shall countersign the notice thus establishing the date.

1.18 Correction Plan. "Correction Plan" means a plan undertaken by ATHENS and subject to City approval, for the correction or remediation of violations of performance standards and/or nuisance conditions pursuant to Section 6.5 of this Agreement.

1.19 Default. "Default" means any material default, breach, or violation of a provision of this Agreement as defined in Article 10. "City Default" refers to a Default by City, while "ATHENS Default" refers to a Default by ATHENS.

1.20 City's Design Guidelines. "City's Design Guidelines" means applicable design guidelines stated in the City's Municipal Code, including but not limited to those guidelines articulated in the General Plan, or by City's Planning Commission or Planning Division.

1.21 CC&Rs. "CC&Rs" means that form of Declaration of Covenants, Conditions and Restrictions to be recorded against the Site as described in Section 9.6 of this Agreement.

1.22 Development. "Development" means the improvement of the Site for purposes of constructing the structures, improvements, and facilities comprising the Facility including, without limitation: grading; the construction of infrastructure and public facilities related to the Project, whether located within or outside the Site; the construction of structures and buildings of the Facility; and the installation of landscaping at or relating to the Site; but not including the maintenance, repair, reconstruction or redevelopment of any structures, improvements or facilities after the construction and completion thereof.

1.23 Development Agreement Statute. "Development Agreement Statute" means Sections 65864 through 65869.5 of the California Government Code as it exists on the Effective Date, as may be amended.

1.24 Development Approvals. "Development Approvals" means all site-specific (meaning specifically applicable to the Site only and not generally applicable to some or all other properties within the City) plans, maps, permits, and entitlements to use of every kind and nature, whether legislative, administrative or contractual in nature. Development Approvals include, but are not limited to, specific plans, land use contracts, site plans, tentative, vesting tentative and final subdivision maps, variances, zoning designations, planned unit developments, conditional use permits, grading, building, and other similar permits, the Site-specific provisions of general plans, environmental assessments, including environmental impact reports, and any amendments or modifications to those plans, maps, permits, assessments and entitlements. The term Development Approvals does not include rules, regulations, policies, and other enactments of general application within the City.

1.25 Development Plan. "Development Plan" means the Existing Development Approvals, Future Development Approvals, Existing Land Use Regulations, and Schedule of Performance.

1.26 Disposition and Development Agreement ("DDA"). "Disposition and Development Agreement" or "DDA" means the agreement between the Agency and ATHENS to be negotiated based on the MOU for the Agency's conveyance to ATHENS of the Site for development of the MRF/TF.

1.27 Effective Date. Generally, the term "Effective Date" means the date that is thirty (30) days following adoption of the Authorizing Ordinance approving this Agreement as stated on the first page hereof.

1.28 Existing Development Approvals. "Existing Development Approvals" means the Development Approvals which have been previously granted or are granted concurrent herewith, or will be granted pursuant hereto, and include all of the Agreements, and are included in the description of the Project attached in the Scope of Development, at Exhibits "A" and "C".

The term "Existing Development Approvals" shall specifically include all those permits and government approvals listed in Exhibit "F" notwithstanding the fact that such approvals have not been, or may not be, fully approved and in effect until after the Effective Date of this Agreement. Regardless of when the permits and approvals listed in Exhibit "F" actually take effect, the Parties acknowledge and agree that such permits and approvals shall be deemed pre-existing to this Agreement. Immediately upon taking effect, the permits and approvals listed in Exhibit "F" shall be deemed Existing Development Approvals for purposes of this Agreement.

1.29 Existing Land Use Regulations. "Existing Land Use Regulations" means those certain Land Use Regulations applicable to the Property and in effect on or before the Effective Date. The term "Existing Land Use Regulations" shall also include all Agreements identified in Recital K hereto. Regardless of when the Agreements actually take effect, the Parties acknowledge and agree that the Agreements shall be deemed concurrent to the Effective Date of this Agreement because they were specifically contemplated in the governing MOU between the Parties and/or have been conceptually agreed-upon by the Parties in the course of negotiating this Agreement. Immediately upon taking effect, the Agreements shall be deemed Existing Land Use Regulations for purposes of this Agreement.

1.30 Facility or MRF/TS. "Facility" and "MRF/TS" mean the material recovery facility/transfer station proposed to be constructed by ATHENS as permitted and described in (1) the SP and DR Permit and (2) 2020 FEIR, including Site improvements, utility interconnections, the scale house, buy-back recycling center, improvements needed to participate in a household hazardous waste (HHW) program, construction and demolition debris area, green waste area, a building for transfer and materials recovery and processing areas, a visitors education center and convenience store, together with employee and administrative offices, parking areas, materials storage areas and ancillary support facilities, furnishings and equipment and any and all other physical structures on the Site and Off-Site Improvements. The proposed Project improvements constructed on the Site may be developed in a maximum of three (3) phases.

1.31 Fair-Share. "Fair-Share" means that share of costs for implementing Off-Site Improvements that is proportionate to the size of the impact the Facility will have on such Off-Site Improvements.

1.32 Future Development Approvals. "Future Development Approvals" means those Development Approvals applicable to the Property approved by the City after the Effective Date that pertain to the construction and/or operation of the MRF/TS, including without limitation grading, building, and other similar such Development Approvals.

1.33 Future Land Use Regulations. "Future Land Use Regulations" means Land Use Regulations enacted after the Effective Date of this Agreement.

1.34 Host Fees. "Host Fees" mean payments by ATHENS to City for hosting a MRF/TS within the City limits.

1.35 Land Use Regulations. "Land Use Regulations" means those ordinances, laws, statutes, rules, regulations, initiatives, policies, requirements, guidelines, constraints, codes or

other actions of City which affect, govern, or apply to the Site or the implementation of the Development Plan. Land Use Regulations include the ordinances and regulations adopted by the City which govern permitted uses of land, density and intensity of use and the design of buildings, as applicable to the Site, including but not limited to: the general plan, specific plans, zoning ordinances, development moratoria implementing growth management and phased development programs, ordinances establishing development exactions, subdivision and park codes, any other similar or related codes, building and improvement standards, mitigation measures required in order to lessen or compensate for the adverse impacts of a project on the environment and other public interests and concerns or similar matters. The term Land Use Regulations does not include, however: regulations relating to the conduct of business, professions, and occupations generally; taxes and assessments; regulations for the control and abatement of nuisances; building, health and safety codes; licenses, encroachments and other permits and the conveyances of rights and interests which provide for the use of or entry upon public property; any exercise of the power of eminent domain; the general regulation of municipal affairs or the exercise of the City's police power, or any power of City pursuant to its Charter except as specifically stated in the preceding sentence.

1.36 Local Enforcement Agency or LEA. "Local Enforcement Agency" or "LEA" means the entity designated by the City and certified by the Board to enforce federal and state laws and regulations for the safe and proper handling of solid waste at the Facility. Initially, the City has designated the County of Los Angeles as the LEA. The LEA performs routine and monthly investigations of the Facility, investigates complaints of illegal disposal of solid waste and administers a permitting and inspection program to ensure the Facility's regulatory compliance.

1.37 Mixed Municipal Waste ("MMW") or Refuse. "Mixed Municipal Waste ("MMW")" and "Refuse" mean all municipal solid waste including putrescible and non-putrescible solid, semi-solid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, street sweepings, recyclables and catch basin residue.

1.38 MOU. "MOU" means the June 25, 2008 Memorandum of Understanding between City, Agency, and ATHENS relating to agreements for a solid waste MRF/TS, as such MOU has been amended on April 13, 2011 and again on December 12, 2012.

1.39 Operating Agreements. "Operating Agreements" means, collectively, the Franchise Agreement – Operations and Franchise Agreement – Trash Collection and Street Sweeping agreements approved by the City to exclusively provide for the collection of mixed municipal waste and recycling from properties, and street sweeping services, within the City.

1.40 Operational Year. "Operational Year" means each 12 months following the Commencement of Operations Date and shall begin and end on the anniversary of the Commencement of Operations Date.

1.41 Planning Director. "Planning Director" means the Director of Planning or similar officer of City.

1.42 Project. "Project" means the process to issue permits to entitle the MRF/TS, Development of the MRF/TS, the operation of the MRF/TS and general carrying-out of the related Agreements.

1.43 Reimbursement Agreement. "Reimbursement Agreement" means that existing contract, dated October 22, 2008, as amended, and as may be further amended from time to time, between City and ATHENS under which ATHENS is obligated to reimburse or advance funds to City for all development costs associated with the Project, including but not limited to conducting environmental reviews under CEQA, processing and negotiating permits, entitlements and conditions, and legal costs. [

1.44 Reservations of Authority. "Reservation of Authority" shall have the meaning set forth in Article 11 of this Agreement.

1.45 Schedule of Performance. "Schedule of Performance" means the timeline of performance of the Project and is set forth in Exhibit "G", as may be amended from time to time.

1.46 Scope of Development. "Scope of Development" means the components of, and the documents controlling, the Development of the Project and is set forth in Exhibits "A", "C", "F" and "G".

1.47 Site. "Site" means the real property previously owned by Agency where ATHENS proposes to construct the Project and operate the MRF/TS, comprised of an approximately 17.22-acre site at the intersection of Arrow Highway and Live Oak Avenue. The Site is legally described and depicted in Exhibit "B" hereto. The exact boundaries and area of the Site shall be determined by a survey prior to the conveyance of title to ATHENS pursuant to the terms of the DDA.

1.48 Term. "Term" means that period of time during which this Development Agreement shall be in effect and bind the Parties, as defined in Section 3.1.

ARTICLE 2.0 EXHIBITS.

The following are the Exhibits to this Agreement which are attached hereto and incorporated herein:

Exhibit A:	Facility Scope & Components
Exhibit B:	Map and Legal Description of the Site
Exhibit C:	Project Depiction
Exhibit D:	List of Off-Site Improvements
Exhibit E:	In-Lieu and Fair-Share Fee Schedule for Off-Site Improvements
Exhibit F:	Existing Development Approvals
Exhibit G:	Schedule of Performance
Exhibit H:	Schedule of Estimated City Fees
Exhibit I:	Host Fee Description & Calculation
Exhibit J:	Form of Assignment and Assumption Agreement
Exhibit K:	Form of Certificate of Completion

ARTICLE 3.0 TERM.

3.1 Term. Unless earlier terminated as provided in this Agreement, this Agreement shall continue in full force and effect for a period of thirty (30) years, which shall run from commencement of the Facility's operations (the "Initial Term"), with provision for a ten (10) year rolling extension (each such 10-year period, an "Extension Term") unless there is an uncured Default at the expiration of the Initial Term or any Extension Term, in which event the term of this Agreement shall be extended to allow for ATHENS to avail itself of all opportunities for notice and cure and pre-termination hearing as set forth in Article 10 herein. If ATHENS cures such Default in accordance with the process set forth in Article 10, then the City shall continue to grant the rolling Extension Terms in accordance with this section. During any Extension Term, should the City seek to terminate this and the Other Agreements for a reason other than a material breach of the Agreements, the term of this Agreement would continue for an additional ten (10) years from and after the giving of the termination notice. Termination or expiration of this Agreement shall not restrict ATHENS from future use of the Site in accordance with the then-applicable zoning of the Site and the City's entitlement process.

3.2 Exclusivity. City shall grant Athens the exclusive right to operate a large-scale MRF/TS facility within City limits pursuant to the terms of Section 2.3 of the Franchise Agreement – Operations.

ARTICLE 4.0 DEVELOPMENT OF THE PROJECT.

4.1 Right to Develop. During the Term, ATHENS shall have a vested right to develop the Project to the full extent permitted by this Agreement. Except as provided within this Agreement, the Development Plan shall exclusively control the Development of the Project (including the uses of the Project, the Project scope, the density or intensity of use, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes and the design, improvement and construction standards and specifications applicable to the Project).

4.2 Scope of Development. The Project and its components are described in Exhibits "A", "C", "F", and "G", along with the Existing Development Approvals. ATHENS shall construct the Facility in accordance with the final plans and specifications approved by the City. ATHENS shall not make any material changes (i.e., a change of more than ±5% to any one feature of Facility or minor changes that cumulatively create a ±2% change in the Facility scope as a whole) to the final plans and specifications without the written consent of the City, such consent not to be unreasonably withheld, conditioned or delayed. Further, ATHENS shall not construct the Facility in a manner which would violate any Existing Development Approvals, permits or Applicable Laws, this Agreement or Other Agreements, or require ATHENS or the City to obtain any additional permits, orders, licenses or approvals not contemplated in this Agreement or to modify Existing Development Approvals. ATHENS shall maintain a copy of the Project's final plans and specifications on the Site during construction and shall update them regularly to indicate any changes subject to the terms of this Section. ATHENS shall also make such plans and specifications available to the City for inspection upon request. As soon as is practicable after completion of Facility construction, ATHENS shall submit to the City as-built

plans and specifications showing the Facility as actually constructed ("As-Built Specifications").

4.3 Project Components. The Project Scope and Components are described and depicted in Exhibits "A" and "C" hereto.

4.4 Project Function/Process. The Site Plan is included with the Scope of Development. All buildings will conform to the City's adopted ordinances, guidelines and policies related to design, and will incorporate the environmental control systems and performance standards described in Article 6.0 below, including all mitigation measures recommended through the CEQA review process. ATHENS proposes to size the MRF/TS to handle up to six thousand (6,000) tons per day that will have the following proposed multiple functions and processes:

(a) Transfer Station. Transfer station for refuse collection and transfer. The transfer station would include a below grade load out area to allow for the transfer vehicles to be top-loaded through load out ports at the tipping floor. A portion of the transfer station would also be dedicated for self-haul use.

(b) Material Recovery Facility. Material recovery facility for diversion of recyclable materials from commercial and residential customers via one or more sorting lines for MMW. The recyclables would be baled within the building and transferred to recyclable load-out vehicles at the exterior recyclable load out dock. Residue from the diversion process would be conveyed to the adjacent transfer station for load-out.

(c) Green Waste/Organics/Food Waste Area. A green waste area would accommodate collection and grinding of green waste. The green waste would be transferred to outgoing delivery vehicles.

(d) Construction Debris Area. A construction and demolition ("C&D") materials area would be utilized for collection, sorting and recyclable load-out of C&D Materials. The incoming C&D Material would be screened, sorted and diverted to containers. The containers would be transferred to outgoing recyclable load-out vehicles.

(e) Administrative Offices and Public Education. An office area would be dedicated for administrative support for the Facility. This area would also include an education area for use by local students in demonstrating the activities of the Facility.

(f) Employee Areas. An employee area/control area would include restrooms, a break area and offices. The upper level control area would be used to accommodate the operational control functions of the Facility. The employee area/control area would be linked to the office area via an upper level observation gallery.

(g) Maintenance Building. A maintenance building would include two service bays and an adjacent office/parts area.

(h) Fueling Area. Site improvements would include diesel and natural gas fueling operations with public access and sales, a truck wash area, truck scale and scale house,

load-out ramps, truck loading docks, driveways, employee and operation vehicle parking, and landscaping. The facility will encourage the use of alternative fuel vehicles. If possible, a fueling facility will be provided on-site, and ATHENS will consolidate operations to foster the payment of utility and sales taxes to the City through the point of use and/or sale.

(i) Accessory Operations. Site improvements will include a truck wash area, truck scale and scale house, load out ramps, truck loading docks, driveways, employee and operation vehicle parking, and landscaping.

4.5 MRF/TS Construction. ATHENS anticipates that the majority of the MRF/TS will be steel framed to accommodate the large clear spans required for the operation. The steel frames would be clad on the exterior with a variety of materials consistent with City's Design Guidelines. The MRF/TS will incorporate design features as necessary to comply with the City's design guidelines. The entire MRF/TS will incorporate a buffer of screen walls, fencing and landscaping around the Site. The design of the Facility will utilize the elevations included in the Scope of Development (Exhibits "A" and "C") and in the Development Approvals.

4.6 Offsite Improvements. ATHENS shall construct all Off-Site Improvements listed in Exhibit "D" and as required by the Development Approvals, in accordance with the Schedule of Performance, excepting that ATHENS may fulfill its Off-Site Improvement obligations for those Improvements listed in Exhibit "D" via payment of the in-lieu and Fair-Share fees listed in Exhibit "E". With respect to ATHENS' Off-Site Improvement Obligations, the following shall apply:

(a) For Off-Site Improvements at the I-605, northbound off-ramp at Live Oak Avenue, as described in the Final Environmental Impact Report ("FEIR") mitigation program, ATHENS shall deposit one third (33.3%) its Project Fair-Share costs of such improvements with the City (not to exceed $1,000,000) as a condition to receiving the first building permit for the MRF/TS.

(b) For Off-Site Improvements at the I-605, southbound off-ramp at Arrow Highway, as described in the FEIR mitigation program, ATHENS shall deposit its Project Fair-Share costs of such improvements with the City (not to exceed $1,000,000) as follows:

i. ATHENS shall deposit the amount of $200,000 with the City, no later than January 2, 2025; and

ii. ATHENS shall deposit the remainder of its Project Fair-Share costs with the City (not to exceed $800,000), no later than thirty (30) days prior to the planned commencement of construction for such Off-Site Improvements.

(c) For all other Off-Site Improvements, ATHENS shall remit to the City an in-lieu fee in the amount of $100,000 per year, for a period of five (5) years and payable in quarterly installments of $25,000, commencing on the first business day of the calendar quarter immediately following the date the City issues a Certificate of Occupancy for the first phase of construction at the Site.

(d) ATHENS shall have the right to review and comment upon the bids and the proposed plans and budgets for any of the Off-Site Improvements prior to remitting the amounts set forth in this Section 4.6, and the City will reasonably cooperate with ATHENS in addressing with Caltrans any concerns raised by ATHENS regarding its Project Fair-Share costs for such Off-Site Improvements. Any funds deposited by ATHENS with the City for the Off-Site Improvements that are not actually expended by the City/Agency for such purpose will be returned to ATHENS. Final Designs shall be subject to CalTrans approval, which approval City cannot, and does not, guarantee or warrant.

4.7 Upgrades. ATHENS is required to incorporate new technology reasonably available to control environmental impacts of the Project as needed to meet the following performance goals: (i) standards set by applicable regulations (including, without limitation, South Coast Air Quality Management District Rule 410), or (ii) as reasonably needed to meet the environmental performance standards set forth in Sections 5.2, 5.3 and 5.4 of the Franchise Agreement – Operations, or (iii) as reasonably required to respond to citizen complaints as required by Section 5.5 of the Franchise Agreement – Operations. Such technology upgrades shall be undertaken at ATHENS' sole cost.

4.8 Development and Acquisition Costs. ATHENS shall be solely responsible for all development costs associated with the Project and other costs identified herein and in the Other Agreements as "Athens Costs," including design, land use entitlements, permitting, CEQA review, construction, rolling stock, equipment, operational costs, public education and information and City staff and consultant expenses related to the Project. Project development and operations will entail extensive, significant costs and capital expenditures due, without limitation, to the Project's size, the magnitude of necessary environmental mitigation measures, need for heavy equipment and complex design and infrastructural elements. Currently, Athens Costs are expected to exceed Thirty Three Million Dollars ($33,000,000). Further, Athens shall be responsible for paying all of the customary and ordinary fees and costs imposed by the City on the development of an industrial facility like the Project as set forth on the "Schedule of Estimated City Fees" attached hereto as Exhibit "H".

4.9 All Construction to Comply with Laws; Anti-Discrimination. ATHENS shall carry out the construction of the improvements to be constructed by ATHENS in conformity with all applicable laws, including all applicable federal and state labor laws. Not by way of limitation of the foregoing, in developing and constructing the Project, ATHENS shall comply with all applicable development standards in City's Municipal Code and shall comply with all building codes, landscaping, signage, and parking requirements, except as may be permitted through approved variances and modifications.

ATHENS, for itself and its successors and assigns, agrees that in the construction of the improvements to be constructed by ATHENS, it shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, ancestry or national origin.

4.10 CEQA. The City shall be responsible for obtaining the approval of this Agreement and the Project as required by CEQA; CEQA review and approvals for the Project are or have been completed prior to, or concurrent with, approval of this Agreement by the City

Council. Without limitation of the foregoing, ATHENS specifically acknowledges and agrees that ATHENS shall satisfy all conditions necessary to ensure that the Project conforms to all applicable CEQA requirements.

4.11 Prevailing Wages. ATHENS' purchase price for the Site and cost of developing the Site and constructing all of the on-site and off-site improvements, if any, at or about the Site required to be constructed for the Project shall be borne by ATHENS. ATHENS is aware of the laws of the State governing the payment of prevailing wages on public projects and will comply with same and will indemnify City in the event ATHENS fails to do so. As neither City nor its Successor Agency are providing any direct or indirect financial assistance to ATHENS, the Project should not be considered to be a "public work" "paid for in whole or in part out of public funds," as described in California Labor Code Section 1720. Accordingly, it is believed by the Parties that ATHENS is not required to pay prevailing wages in connection with any aspect of the development or the construction of the Project. However, to the extent that (contrary to the parties' intent) it is determined that ATHENS was required to pay prevailing wage and has not paid prevailing wages for any portion of the Project, ATHENS shall defend and hold Agency and City (which, for purposes of this Section, shall include its related agencies, officers, employees, agents and assigns) harmless from and against any and all increase in construction costs, or other liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of any action or determination that Athens failed to pay prevailing wages in connection with the construction of the Project. City shall reasonably cooperate with ATHENS regarding any action by ATHENS hereunder challenging any determination that the Project is subject to the payment of prevailing wages. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without ATHENS' consent as to the City's liabilities or rights only, but should it do so, City shall waive the indemnification herein provided such waiver occurs prior to the issuance of any judgment in the matter.

4.12 Rights of Access During Construction. Representatives of the City shall have the reasonable right of access to the Site without charges or fees, at any time during normal construction hours during the period of Project construction, for the purpose of assuring compliance with this Agreement, including but not limited to the inspection of the construction work being performed by or on behalf of ATHENS. Such representatives of City shall be those who are so identified in writing by the City's Public Works Director. Each such representative of City shall identify himself or herself at the job site office upon his or her entrance to the Site, and shall provide ATHENS, or the construction superintendent or similar person in charge on the Site, a reasonable opportunity to have a representative accompany him or her during the inspection. City shall indemnify, defend, and hold ATHENS harmless from any injury or property damage caused or liability arising out of City's exercise of this right of access.

4.13 Indemnification During Construction. During the periods of construction on the Site and until such time as a Certificate of Completion has been issued with respect to the construction of the improvements thereon, ATHENS agrees to and shall indemnify and hold the Agency and the City harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person which shall occur on the Site and which shall be directly or indirectly

caused by any acts done thereon or any errors or omissions of ATHENS or its agents, servants, employees, or contractors. ATHENS shall not be responsible for (and such indemnity shall not apply to) any acts, errors, or omissions of the Agency or the City, or their respective agents, servants, employees, or contractors. ATHENS shall have the obligation to defend any such action; provided, however, that this obligation to defend shall not be effective if and to the extent that ATHENS determines in its reasonable discretion that such action is meritorious or that the interests of the Parties justify a compromise or a settlement of such action, in which case ATHENS shall compromise or settle such action in a way that fully protects Agency and City from any liability or obligation. In this regard, ATHENS' obligation and right to defend shall include the right to hire (subject to reasonable written approval by the Agency and City) attorneys and experts necessary to defend, the right to process and settle reasonable claims, the right to enter into reasonable settlement agreements and pay amounts as required by the terms of such settlement, and the right to pay any judgments assessed against ATHENS, Agency, or City.

ARTICLE 5.0 SCHEDULE FOR PROCESSING AND DEVELOPMENT OF THE PROJECT AND PUBLIC IMPROVEMENTS.

5.1 Schedule of Performance. ATHENS will process the Project and commence and complete construction of the Project in accordance with the Schedule of Performance described in Exhibit "G". It is recognized that ATHENS cannot fully predict the timing or sequencing in which the Project will be developed, since such decisions depend upon numerous factors, many of which are not completely within the control of ATHENS. Accordingly, the Schedule of Performance may be extended upon written approval of City, such approval not to be unreasonably withheld, conditioned, or delayed. In addition, times for performance may be extended due to forces beyond the Parties' reasonable control pursuant to Section 5.10. Once construction is commenced for any phase of the Project, it shall be diligently pursued to completion, and shall not be abandoned for more than thirty (30) consecutive days, except when due to an Enforced Delay. ATHENS shall keep the City informed of the progress of Project construction and submit to the City written reports of the progress of the construction when and in the form reasonably requested by the City.

5.2 Processing.

(a) Upon satisfactory completion by ATHENS of all required preliminary actions, meetings, submittal of required information and payment of appropriate processing fees, if any, City shall promptly commence and diligently proceed to process all required Development Approvals in accordance with this Agreement. In this regard, ATHENS, in a timely manner which will allow Development of the Project in accordance with the Schedule of Performance, will provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder and will cause ATHENS' planners, engineers and all other consultants to submit in a timely manner all required materials and documents therefor. It is the express intent of this Agreement that the parties cooperate and diligently work to implement any zoning or other land use, site plan, subdivision, grading, building or other approvals for Development of the Project in accordance with the Existing Development Approvals and the Schedule of Performance. Notwithstanding the foregoing, nothing herein shall be construed to require City to process ATHENS' applications ahead of other projects in process in the City. If

ATHENS elects, in its sole discretion, to request City to incur overtime or additional consulting services to receive expedited processing by the City, ATHENS shall pay all such overtime costs, charges or fees incurred by City for such expedited processing.

(b) ATHENS has submitted an application, which requires a General Plan amendment, a zoning ordinance amendment to permit ATHENS' proposed development, and construction, operation, and use of the Site as provided in this Agreement and the Other Agreements, including without limitation the Scope of Development. Most, if not all, of these items are being concurrently approved with the approval of this Agreement. ATHENS shall pay all normal and customary fees and charges applicable to such permits and any fees or charges hereafter imposed by City which are standard for and uniformly applied to similar projects in the City. Additionally, the Project shall require: (i) approval of a "Long Range Property Management Plan" pursuant to California Health & Safety Code § 34191.5 as well as any additional approvals expressly required by the DOF, and (ii) approval of those Future Development Approvals yet to be obtained, and (iii) City's review and approval of the Project in accordance with CEQA, which approval is or has been completed prior to, or concurrent with, approval of this Agreement by the City Council. It is expressly understood by the Parties hereto that City makes no representations or warranties with respect to revision of the General Plan, zoning or approvals required by any other governmental entity or with respect to approvals hereinafter required from City, and City reserving full police power authority over the Project. However, City shall cooperate with ATHENS in procuring the foregoing approvals. Nothing in this Agreement or the Other Agreements shall be deemed to be a prejudgment or commitment with respect to such items or a guarantee that such approvals or permits will be issued within any particular time or with or without any particular conditions.

5.3 City and Other Governmental Permits. Before commencement of construction or development of any buildings, structures, or other works of improvement upon the Site which are ATHENS' responsibility under the Scope of Development, ATHENS shall at its own expense secure or cause to be secured any and all permits which may be required by City or any other governmental agency affected by such construction, development or work. The City shall cooperate with ATHENS in its efforts to obtain such permits and approvals. ATHENS shall not be obligated to commence Project construction if any such permit is not issued despite good faith effort by ATHENS. If there is delay beyond the usual time for obtaining any such permits due to no fault of ATHENS, the Schedule of Performance shall be extended to the extent such delay prevents any action which could not legally or would not in accordance with good business practices be expected to occur before such permit was obtained. The City and ATHENS shall cooperate and use reasonable efforts in coordinating the implementation of the Development Plan with other public agencies, if any, having jurisdiction over the Property or the Project.

5.4 Timing Constraints. The Project will be undertaken consistent with the following timing constraints, each subject to extension for the period of time of any actual delay resulting from the occurrence of any of the events set forth in Section 5.10 or the consent of the City as set forth in the Schedule of Performance at Exhibit "G":

(a) ATHENS will complete rough grading of the Site within three (3) months of obtaining a grading permit from the City.

(b) ATHENS will submit applications necessary to grade and construct the Project, including plans, drawings and specifications necessary to obtain building permits, grading, landscape and street improvements plans, in a timely manner in accordance with Section 5.2 to allow compliance with the timing constraints set forth in the subsections above and the Schedule of Performance.

(c) The Parties project that ATHENS will complete grading and construction of the first phase of the Project within eighteen (18) months after obtaining a building permit for same from the City.

(d) ATHENS' completion of construction of the Project shall not be deemed to preclude ATHENS from subsequently reconstructing any structures or buildings in accordance with the Development Approvals during the Term of this Agreement.

(e) The timing constraints for construction of the Off-Site Improvements shall be as provided in Section 5.4.

(f) Any construction which is commenced shall be completed in accordance with the terms of any permit which is issued in accordance with the Existing Land Use Regulations and this Agreement.

Once ATHENS has completed construction of all improvements, the City shall furnish ATHENS with the Certificate of Completion in the form attached hereto as Exhibit "K" for those improvements within thirty (30) days of ATHENS' written request therefor, provided that the City/Agency can find that ATHENS has completed all Facility construction required for the Site pursuant to the terms of this Agreement, the Other Agreements and Existing Development Approvals. The Certificate of Completion shall be executed and notarized so as to permit it to be recorded in the Office of the Recorder of Los Angeles County. A Certificate of Completion shall be, and shall state that it constitutes, conclusive determination of satisfactory completion of the construction and development of the improvements required by this Agreement upon the Site and the opening of the business, and of full compliance with the terms of this Agreement with respect thereto. The City shall not unreasonably withhold, condition or delay the Certificate of Completion. If the City refuses or fails to furnish a Certificate of Completion within thirty (30) days after written request from Athens or any entity entitled thereto, the City shall provide a written statement of the reasons the City refused or failed to furnish a Certificate of Completion. The statement shall also contain the City's opinion of the action Athens must take to obtain a Certificate of Completion. If the reason for such refusal is confined to the immediate availability of specific items or materials for landscaping, or other minor so-called "punch list" items, the City will issue its Certificate of Completion upon the posting of a bond or other security reasonably acceptable to the City by Athens with the City in an amount representing one hundred fifty percent (150%) of the fair value of the work not yet completed. A Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Athens to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the improvements, or any part thereof. Such Certificate of Completion is not notice of completion as referred to in the California Civil Code Section 3093. Nothing herein shall prevent or affect Athens' right to obtain a Certificate of Occupancy from the City before the Certificate of Completion is issued.

5.5 Standards of Off-Site Improvement Construction. When ATHENS is required by this Agreement and/or the Development Plan to construct any Off-Site Improvements which will be dedicated to City or any other public agency upon completion, and if required by Applicable Laws to do so, ATHENS shall perform such work in the same manner and subject to the same construction standards as would be applicable to the City or such other public agency should it have undertaken such construction work.

5.6 Moratorium. Except as expressly provided in this Article 5, no subsequent City-imposed moratorium, ordinance, resolution, or other Land Use Regulation or limitation on the conditioning, rate, timing and sequencing of the Development of the Project shall apply to or govern the Development of the Project during the Term hereof, whether affecting parcel or subdivision maps (whether tentative, vesting tentative, or final), building permits, occupancy permits or other entitlements to use issued or granted by City. In the event of any such subsequent action by City, ATHENS shall continue to be entitled to apply for and receive Development Approvals in accordance with the Existing Land Use Regulations, subject only to the exercise of the reservation of authority set forth in Article 11.

5.7 Alterations After Construction of Each Improvement. Subject to Section 4.7 and except as provided below, once construction of any Project improvement has been completed, ATHENS shall not make, or permit any other person to make, any substantial alterations to such improvements without prior written consent of the City. For purposes of this Section, an alteration of the Site is considered to be "substantial" if it requires the issuance of a City building permit. In the event ATHENS determines that a substantial alteration is necessary, such alteration shall not be undertaken without providing written notice to the City accompanied by plans and specifications detailing the proposed alteration. ATHENS' notice, plans and specifications for a proposed alteration must be provided to the City in a manner giving City staff reasonably sufficient time to thoroughly review the proposed alterations before determining whether to provide written City approval for said alterations (which approval shall not be unreasonably withheld, conditioned, or delayed). Notwithstanding the foregoing, ATHENS shall be entitled, without need for written City consent, to make non-structural alterations to completed Project improvements to the extent such alterations are intended to increase the efficiency of or to improve the appearance of the Site, the Facility and their operations, and do not require City building permits.

5.8 Host Fees. Upon the commencement of the first year of MRF/TS operations, and of every operating year thereafter until the termination or expiration of the Agreements, ATHENS shall pay the Host Fee to the City as specified in Exhibit "I" hereto.

5.9 Failure to Develop Project. Except as expressly provided herein, should ATHENS (i) fail to commence and complete the development of the Project or operation of the Facility within the times set forth in this Agreement, including the Schedule of Performance (as such times for performance may be extended due to forces beyond the Parties' reasonable control pursuant to Section 5.10), or (ii) commit an uncured default leading to a termination pursuant to Article 10.0 hereof, then City shall be entitled to keep the Escrowed Funds, as defined and provided further in Exhibit "I".

5.10 Force Majeure. Notwithstanding the foregoing, in addition to specific provisions

of this Agreement, performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; supernatural causes; acts of the "public enemy"; epidemics; quarantine restrictions; freight embargoes; lack of transportation; undisclosed subsurface and soils conditions on the Site that would materially extend the timing of construction of the Project; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts of the other Party; acts or the failure to act of a public or governmental agency or entity (except that acts or the failure to act of City shall not excuse performance by City); or any other causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform. In the event of such a delay (herein "Enforced Delay"), the Party delayed shall continue to exercise reasonable diligence to minimize the period of the delay. An extension of time for any such cause shall be limited to the period of the Enforced Delay, and shall commence to run from the time of the commencement of the cause or fifteen (15) days after execution of this Agreement if such cause has already commenced, provided notice by the Party claiming such extension is sent to the other party within fifteen (15) days of the commencement of the cause or after execution of this Agreement. Failure to provide such notice shall constitute a waiver of the claim. ATHENS' failure to obtain financing for the Project shall not be considered an event or cause beyond the control of ATHENS and shall not entitle ATHENS to an extension of time to perform. Furthermore, no period of Enforced Delay for Phase 1 of the Project shall extend beyond a successful trial court ruling upholding the legality, validity or adequacy of this Agreement, Development Approvals, CEQA review, and all other actions of City or Agency pertaining to the Project. Times of performance under this Agreement may also be extended by mutual written agreement by City and ATHENS. The City Manager shall have the authority on behalf of City to approve such extensions of time.

ARTICLE 6.0 OPERATIONAL CRITERIA AND PERFORMANCE STANDARDS

6.1 Incorporation of Standards Set Forth in Franchise Agreements. ATHENS shall adhere to all "Operational Obligations" and "Performance Standards" as set forth in the Franchise Agreement – Operations and the Franchise Agreement – Trash Collection and Street Sweeping, the terms of which are hereby incorporated into the terms of this Agreement by this reference. In its operation of the MRF/TS, ATHENS shall strictly adhere, without limitation, to all Performance Standards, Hazardous Materials and Environmental standards and permitting, Operational Standards, Reports/Monitoring/Records procedures, restrictions relating to "Unpermitted Waste", Permitting requirements, obligations to refrain from criminal activity, and other terms of the Franchise Agreement – Operations. Such terms of the Franchise Agreement – Operations are incorporated into the terms of this Agreement by this reference such that any uncured violation of the standards set forth in the Franchise Agreement – Operations (subject to all applicable notice and cure periods set forth therein) shall also entail a default under this Agreement.

6.2 Remedies for Failure to Observe Performance Standards and Nuisance Violations. The failure to observe any Performance Standards, the commission of nuisance violations, and the receipt of complaints against ATHENS by members of the public shall be addressed in accordance with those procedures and remedies set forth in Sections 5.5, 5.6 and 5.7 of the Franchise Agreement – Operations and the Franchise Agreement.

ARTICLE 7.0 TRANSFER.

7.1 Definition of Transfer. As used in this Section, the term "Transfer" shall include any hypothecation, mortgage, pledge, or encumbrance of this Agreement or the Facility by ATHENS, subject to the exceptions set forth in Section 7.3 below. A Transfer shall also include the transfer to any person or group of persons acting in concert of more than thirty percent (30%) of the present equity ownership and/or more than thirty percent (30%) of the voting control of ATHENS (jointly and severally referred to herein as the "Trigger Percentages"), taking all transfers into account on a cumulative basis, except transfers of such ownership or control interest to an affiliate owned or controlled by the present beneficial owners of ATHENS or members of their immediate family (within the third degree of consanguinity and spouses of such family members), or between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the transferor's immediate family. A transfer of interests (on a cumulative basis) in the equity ownership and/or voting control of ATHENS in amounts less than Trigger Percentages shall not constitute a Transfer subject to the restrictions set forth herein. In the event ATHENS or its successor is a corporation or trust, such Transfer shall refer to the transfer of the issued and outstanding capital stock of ATHENS, or of beneficial interests of such trust; in the event that ATHENS or any general partner comprising ATHENS is a limited or general partnership or a limited liability company, such Transfer shall refer to the transfer of more than the Trigger Percentages in the limited or general partnership or limited liability company interest; in the event that ATHENS or any general partner is a joint venture, such Transfer shall refer to the transfer of more than the Trigger Percentages of such joint venture partner, taking all transfers into account on a cumulative basis.

7.2 Transfers Require Approval. ATHENS shall not Transfer this Agreement or any of ATHENS' rights hereunder, or any interest in the Facility or in the improvements thereon, directly or indirectly, voluntarily or by operation of law, except as provided below, without the prior written approval of City (not to be unreasonably withheld, conditioned or delayed), and if so purported to be transferred, the same shall be null and void. ATHENS will submit its request for City consent to the City together with documents, including but not limited to: (i) the transferee's audited financial statements for the immediately preceding three (3) operating years; (ii) reasonably satisfactory evidence that the proposed transferee has municipal solid waste management experience on a scale equal to or exceeding the scale of operations conducted by ATHENS; (iii) reasonably satisfactory evidence that in the last five (5) years, the proposed transferee has not suffered any citations or other censure from any federal, state, or local agency having jurisdiction over its waste management operations due to any significant failure to comply with federal, state, or local waste management law and that the transferee has provided the City with a complete list of such citations and censures; (iv) reasonably satisfactory evidence that the transferee's key principals have no felony criminal convictions; (v) proof that the proposed assignee conducts its MMW management practices in accordance with sound waste management practices in full compliance with all federal, state, and local laws regulating the collection and disposal of waste, including hazardous waste; and (vi) any other information reasonably required by the City to ensure the proposed transferee can fulfill the terms of this

and the Other Agreements, including the payment of indemnities and damages and provision of bonds and/or performance standards.

7.3 Exceptions. The requirement to obtain City approval for a Transfer shall not apply to any of the following:

(a) Any mortgage, deed of trust, sale/lease-back, a pledge of equity collateral or other form of conveyance for financing and any resulting foreclosure therefrom.

(b) The granting of easements or dedications to any appropriate governmental entity or utility to facilitate the operation of the Facility.

(c) A sale or transfer resulting from or in connection with a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation.

(d) A sale or transfer to an affiliate of ATHENS owned or controlled by the present beneficial owners of ATHENS or members of their immediate family, or between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the transferor's immediate family.

7.4 Assumption of Obligations. No attempted Transfer of any of ATHENS' obligations hereunder shall be effective unless and until the successor party executes and delivers to City an assignment and assumption agreement in the form attached hereto as Exhibit "J". Following any such assignment or Transfer of any of the rights and interests of ATHENS under this Agreement, the exercise, use and enjoyment shall continue to be subject to the terms of this Agreement to the same extent as if the assignee or transferee were ATHENS.

7.5 Release of ATHENS. City's consent to a Transfer shall not be deemed to release ATHENS of liability for performance under this Agreement unless such release is specific and in writing executed by City, which release shall not be unreasonably withheld, conditioned, or delayed. Upon the written consent of City to the complete assignment of this Agreement and the express written assumption of the assigned obligations of Athens under this Agreement by the assignee, ATHENS shall be relieved of its legal duty from the assigned obligations under this Agreement, except to the extent ATHENS is in default under the terms of this Agreement prior to said transfer.

7.6 ATHENS to Pay Transfer Costs. ATHENS will pay City its reasonable expenses for attorneys' fees and investigation costs necessary to investigate the suitability of any proposed transferee or assignee and to review and finalize any documentation required as a condition for approving any such Transfer.

ARTICLE 8.0 AMENDMENT OF DEVELOPMENT AGREEMENT.

8.1 Initiation of Amendment. Either Party may propose an amendment to this Agreement.

8.2 Procedure. Except as set forth in Section 8.4 below, the procedure for proposing and adopting an amendment to this Agreement shall be the same as the procedure required for entering into this Agreement in the first instance.

8.3 Consent. Except as expressly provided in this Agreement, no amendment to all or any provision of this Agreement shall be effective unless set forth in writing and signed by duly authorized representatives of each of the Parties hereto and recorded in the Official Records of Los Angeles County.

8.4 Minor Modifications.

(a) Implementation of the Project may require minor modifications of the details of the Development Plan and performance of the Parties under this Agreement. The Parties desire to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. Therefore, non-substantive and procedural modifications of the Development Plan shall not require modification of this Agreement.

(b) A modification will be deemed non-substantive and/or procedural if it does not result in a material change in fees, intensity of use, permitted uses, the maximum height and size of buildings, the reservation or dedication of land for public purposes, the improvement and construction standards and specifications for the Facility, the quality of ATHENS' services or ability of ATHENS to fulfill all Performance Standards, Operational Obligations, changes of less than 10% in the improvement and construction standards and specifications for the Facility (e.g., for a height limit of 20 feet, a change of less than two feet is deemed non-material), unless otherwise specified herein or in Other Agreements, Permit requirements or Applicable Law.

8.5 Effect of Amendment to this Agreement. The Parties agree that except as expressly set forth in any such amendment, an amendment to this Agreement will not alter, affect, impair, modify, waive, or otherwise impact any other rights, duties, or obligations of either Party under this Agreement.

ARTICLE 9.0 LIMITATIONS ON AND RESERVATIONS OF AUTHORITY, INCLUDING FEES AND COSTS.

9.1 Later Enacted Measures. This Agreement is a legally binding contract which will supersede any statute, ordinance, or other limitation enacted after the Effective Date, except as provided in Section 9.2 below. Any such enactment which affects, restricts, impairs, delays, conditions, or otherwise impacts the implementation of the Development Plan (including the issuance of any Future Development Approvals or permits otherwise applicable to the Project) in any way contrary to the terms and intent of this Agreement shall not apply to the Project unless otherwise provided by State law.

9.2 Limitations, Reservations and Exceptions. Only the following Land Use Regulations adopted by City hereafter shall apply to and govern the Development of the Site ("Reservation of Authority"):

(a) Existing Land Use Regulations and Existing Development Approvals.

(b) Future Land Use Regulations. Future Land Use Regulations which (i) are not in conflict with the Existing Land Use Regulations, or (ii) are in conflict with the Existing Land Use Regulations but the application of which to the Development of the Site has been consented to in writing by ATHENS.

(c) State and Federal Laws and Regulations. Where state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, those Agreement provisions shall be modified, through revision or suspension, to the extent necessary to comply with such state or federal laws or regulations.

(d) Public Health and Safety/Uniform Codes. Including the following:

i. Adoption Automatic Regarding Uniform Codes. Future Land Use Regulations or amendments to Existing Regulations adopted by the City which are uniform codes and are based on recommendations of a multi-state professional organization and become applicable throughout City, such as, but not limited to, the Uniform Building, Electrical, Plumbing, Mechanical, or Fire Codes.

ii. Adoption Regarding Public Health and Safety/Uniform Codes. Future Land Use Regulations adopted by the City respecting public health and safety which are applicable throughout City, which are applicable to a significant number of businesses in the City, which are not directed exclusively or primarily against ATHENS, which result from findings by City that failure to adopt such Future Land Use Regulations would result in a serious condition injurious or detrimental to the public health and safety and that such Future General Regulations are reasonably necessary and limited to correct or avoid such injurious or detrimental condition.

iii. Adoption Automatic Regarding State and Regional Programs. Future Land Use Regulations or amendments to Existing Land Use Regulations adopted by the City which are regional codes and are based on recommendations of a state, county or regional organization and become applicable throughout the region.

9.3 Regulation by Other Public Agencies. It is acknowledged by the Parties that other public agencies not within the control of City possess authority to regulate aspects of the Development of the Site separately from or jointly with City and this Agreement does not limit the authority of such other public agencies nor does it in any form create a responsibility for City.

9.4 Limitation. City shall not, without the prior written consent of ATHENS, impose any additional fees, taxes or assessments on all or any portion of the Project, whether as a condition to a Future Development Approval or otherwise, except such fees, taxes and assessments as are described in or required by this Agreement and/or the Development Plan. This Agreement shall not prohibit the application of fees, taxes or assessments as follows:

(a) ATHENS shall be obligated to pay those fees, taxes or assessments which exist as of the date this Agreement is executed by the Parties and any increases or decreases in same as adopted by the City Council and imposed on a City-wide basis.

(b) ATHENS shall be obligated to pay any fees or taxes imposed on a City-wide basis which are not related to construction or Development activities, such as business license fees or taxes and utility taxes which are applicable to a significant number of businesses in the City and which are not directed exclusively or even primarily against ATHENS.

(c) ATHENS shall be obligated to pay all fees applicable to a permit application as charged by the City at the time such application is filed by ATHENS.

(d) ATHENS shall be obligated to pay any fees, taxes or assessments which are imposed on a City-wide basis or area-wide basis such as a utility tax, landscape or lighting assessment, or a community services assessment so long as the tax, fee or assessment was not directed exclusively or even primarily against owners, lessees, businesses, residents or occupants of the Project and which is applicable to a significant number of businesses (as measured by either actual number or magnitude of value) in the City.

(e) ATHENS shall be obligated to pay any fees as imposed pursuant to any assessment district established within the Project, and consented to by ATHENS, or pursuant to any other agreement entered into by ATHENS or otherwise proposed or consented to by ATHENS.

(f) ATHENS shall be obligated to pay any fees, taxes or assessments which were imposed as a condition of the Existing Approvals, including this Agreement.

(g) ATHENS shall be obligated to pay the Host Fee as required by this and Other Agreements.

9.5 Payment of Costs of Agreement. As part of ATHENS' Costs, ATHENS shall be responsible for City's costs of preparing, processing and publishing this Agreement pursuant to the terms of the Reimbursement Agreement.

9.6 Inconsistencies. It is expressly agreed that in the event of any inconsistency between the provisions or conditions of the Existing Land Use Regulations and the provisions of this Agreement, the provisions of this Agreement shall govern. The conditions of such Existing Land Use Regulations shall be interpreted insofar as possible to prevent such inconsistency, and in the event this Agreement is silent concerning an issue, the conditions of the Existing Land Use Regulations shall govern. As between several instruments, Other Agreements and regulations governing the Project, in the event of a clear and explicit conflict which cannot be resolved through interpretation, the following interpretive priorities shall apply: (1) the terms of this Agreement and Other Agreements shall prevail over the provisions of the Existing Land Use Regulations; (2) the terms of the Existing Development Approvals shall prevail over the terms of the Existing Land Use Regulations, except where such Existing Land Use Regulations are legally preemptive; and (3) the terms of the Existing Development Approvals shall take priority over the provisions of the 2020 FEIR approved in conjunction with the Project, except where the 2020 FEIR is legally preemptive.

ARTICLE 10.0 ENFORCEMENT: CONSTRUCTION DEFAULT, REMEDIES AND TERMINATION.

10.1 Rights of Nondefaulting Party after Default. The Parties acknowledge that both Parties shall have hereunder all legal and equitable remedies as provided by law following the occurrence of a default (as defined in Section 10.2 below) or to enforce any covenant or agreement herein. Before this Agreement may be terminated or action may be taken to obtain judicial relief the Party seeking relief for a default ("Nondefaulting Party") shall comply with the notice and cure provisions of Section 10.2.

10.2 Notice of Default and Opportunity to Cure. A Nondefaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other Party ("Defaulting Party") in its performance of a material duty or obligation of said Defaulting Party under the terms of this Agreement. However, the Nondefaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by Defaulting Party to cure such breach or failure ("Default Notice"). Upon receiving a Default Notice, at the election of either Party, the Parties shall meet to develop a written corrective action plan ("Correction Plan") to cure the alleged default and to prevent further occurrence of the problematic conditions established in the Notice. The Correction Plan shall be finally prepared by the City (or, at the election of the City, by ATHENS) within ten (10) business days after the meeting between the Public Works Director and/or City Manager or his/her designee and ATHENS. The Correction Plan may include additional procedures, as reasonably deemed necessary by the Public Works Director and/or City Manager designee, to reasonably assure that in the future the Facility will be operated in compliance with this Agreement.

The Defaulting Party shall be deemed in "default" under this Agreement, where: (i) the Defaulting Party has failed to cure the default described in the Default Notice within the earlier to occur of (x) thirty (30) days of the Defaulting Party's receipt of the Default Notice or (y) the date for cure set forth in the Correction Plan, or, in the case of a default that cannot be fully cured within thirty days, commences and diligently pursues a cure within thirty (30) days after the date of the Default Notice (subject to the provisions below), or (ii) a monetary default remains uncured for ten (10) days (or such lesser time as may be specifically provided in this Agreement).

10.3 Non-Monetary Defaults; Longer Cure Period. The Defaulting Party on a non-monetary default shall not be deemed in breach of this Agreement, and such default shall be waived, if such non-monetary default cannot reasonably be cured within the above-prescribed thirty-day period, and as long as the Defaulting Party does each of the following:

1. Notifies the Nondefaulting Party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the thirty (30) day period;

2. Notifies the Nondefaulting Party of the Defaulting Party's proposed course of action to cure the default;

3. Promptly commences to cure the default within the thirty (30) day period;

4. Makes periodic reports to the Nondefaulting Party as to the progress of the program of cure; and

5. Diligently prosecutes such cure to completion.

10.4 Termination Upon Default. Upon receiving a Default Notice, should the Defaulting Party fail to timely cure any default, or fail to diligently pursue such cure as prescribed above, the Nondefaulting Party may seek termination of this Agreement, in which case the Nondefaulting Party shall provide the Defaulting Party with a written notice of intent to terminate this Agreement and, at the Nondefaulting Party's option, any one or all of the Other Agreements ("Termination Notice"). The Termination Notice shall state that the Nondefaulting Party will elect to terminate the Agreement and such other Agreements as the Nondefaulting Party elects to terminate within thirty (30) days and state the reasons therefor (including a copy of any specific charges of default) and a description of the evidence upon which the decision to terminate is based. Once the Termination Notice has been issued, the Nondefaulting Party's election to terminate Agreements will only be rescinded (i) if the Defaulting Party fully and completely cures all defaults prior to the date of termination, or (ii) pursuant to Section 10.5, below.

10.5 ATHENS' Hearing Opportunity Prior to Termination. If ATHENS is the Defaulting Party pursuant to Section 10.2 above, then the City's Termination Notice to ATHENS shall additionally specify that ATHENS has the right to a hearing prior to the City's termination of any Agreements ("Termination Hearing"). The Termination Hearing shall be scheduled as an open public hearing item at a regularly-scheduled City Council meeting within thirty (30) days of the Termination Notice, subject to any legal requirements including but not limited to the Ralph M. Brown Act, Government Code Sections 54950-54963. At said Termination Hearing, ATHENS shall have the right to present evidence to demonstrate that it is not in default and to rebut any evidence presented in favor of termination. Based upon substantial evidence presented at the Termination Hearing, the Council may, by adopted resolution, act as follows:

1. Decide to terminate this Agreement and, at its option, any one or all of the Other Agreements, except as the City Council shall otherwise direct by resolution; or

2. Determine that ATHENS is innocent of a default and, accordingly, dismiss the Termination Notice and any charges of default; or

3. Impose conditions on a finding of default and a time for cure, such that ATHENS' fulfillment of said conditions will waive or cure any default.

Findings of a default or a conditional default must be based upon substantial evidence supporting the following two findings: (i) that a default in fact occurred and has continued to exist without timely cure, and (ii) that such default has caused or will cause a material breach of this Agreement and/or a substantial negative impact upon public health, safety and welfare, the environment, the

City or the financial terms established in the Agreements, Facility operations, or such other interests that the City and public may have in the Facility.

10.6 Interest on Monetary Default. In the event ATHENS fails to perform any monetary obligation under this Agreement, ATHENS shall pay interest thereon at the rate of ten percent (10%) per annum from and after the due date of said monetary obligation until payment is actually received by City.

10.7 Cross Default. In the event that the City Council, following a hearing on an ATHENS Default pursuant to Section 10.5 hereof, determines to terminate this Agreement as a remedy for such default, such determination shall concurrently cause termination of the Other Agreements, except as the City Council shall otherwise direct by resolution.

10.8 Liquidated Damages. In addition to the remedies for an ATHENS Default provided in this Agreement, the liquidated damages provisions set forth in the Franchise Agreement–Operations and the Franchise Agreement–Trash Collection and Street Sweeping shall apply.

10.9 Continued Lawful Use of Facility After Termination of This Agreement. Termination or expiration of this or the other Agreements shall not restrict ATHENS from future use of the Site in accordance with then-current Applicable Laws, including but not limited to zoning of the Site and any requirements of the City's entitlement process and Development Approvals. To this end, the termination of the Agreement shall terminate, at a minimum and without limitation, the grant-of-franchise effected by the Franchise Agreements. The Host Fee shall terminate when the Facility ceases to be used for the receipt, processing and transfer of MMW.

10.10 Remainder of Term. If this Agreement is terminated for any reason, the City shall remain entitled to retain or collect (i) all the costs due and owing to the City under the Reimbursement Agreement and/or MOU, as well as (ii) any Host Fees due and owing to the City as of the date of termination, *plus* (iii) any Host Fees accruing from ATHENS' operations of the Facility after the date of termination so long as the Facility is in operation by ATHENS.

ARTICLE 11.0 INDEMNITY AND ENVIRONMENTAL LIABLITY.

11.1 Indemnity Obligations. ATHENS will be required to protect, defend, indemnify and hold harmless City, Agency and their elected officials, officers, employees, volunteers and agents ("Indemnified Parties") from and against any and all Claims or Litigation arising out of or resulting in any way from: (i) City's approval of this Agreement, (ii) ATHENS's exercise of the rights under this Agreement, (iii) any claims for personal injury, loss, or damage arising during construction or thereafter due to ATHENS's operations upon the Site; (iv) any repair, cleanup or detoxification, or preparation and implementation of any removal, remediation, response, closure, or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous waste and/or household hazardous waste (as such terms will be broadly defined) deposited after the commencement of Project Development at any place where ATHENS delivers, stores, processes, composts, or disposes of solid waste, (v) fines or penalties imposed by the California Integrated Waste Management Board in the event the diversion,

source reduction and recycling goals of AB 939 are not met by City with respect to the waste stream covered by this Agreement or if ATHENS's delays in providing information prevents City from submitting reports required by AB 939 in a timely manner, and (vi) Claims pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA", 42 U.S.C. Section 9607 (e), and California Health and Safety Code Section 25364, the Resource Conservation and Recovery Act, "RCRA", 42 U.S.C. Sections 6901 et seq. or other similar federal, state or local law or regulation. Such indemnification shall not cover any Claim due to the extent of the negligence or willful acts of the Indemnified Parties or the Indemnified Parties have received compensation from an insurance carrier for the full amount of such Claim. Such indemnification shall be limited to Claims resulting directly from ATHENS's services and obligations under the terms of the Agreements and will survive the termination of the Agreements

11.2 Condition of Site and Site Operations.

(a) Disclaimer of Warranties Concerning the Site including the Site. ATHENS understands and agrees that the Site is in an "AS-IS" condition and that ATHENS shall be responsible for addressing at its expense the physical, environmental and geotechnical condition of the Site, and the existence of any contamination, Hazardous Materials, debris, or other structures located on, under or about the Site to the extent necessary to develop and construct the Facility. City specifically disclaims all representations or warranties of any nature concerning the Site made by it, City and its employees, agents and representatives. The foregoing disclaimer includes, without limitation, topography, climate, air, water rights, utilities, present and future zoning, soil, subsoil, existence of Hazardous Materials or similar substances, the purpose for which the Site is suited, or drainage. City makes no representation or warranty concerning the compaction of soil, nor of the suitability of the soil for construction.

(b) Hazardous Materials. ATHENS understands and agrees that in the event ATHENS incurs any loss or liability concerning Hazardous Materials (as hereinafter defined) and/or oil wells and/or underground storage tanks and/or pipelines whether attributable to events occurring prior to or following the Effective Date of this Agreement, then ATHENS may look to prior owners of the Site, but under no circumstances shall ATHENS look to City or Agency for any liability or indemnification regarding Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines. ATHENS, and each of the entities constituting ATHENS, if any, hereby waives, releases, remises, acquits and forever discharges and its officers, employees, and agents of and from any and all Environmental Claims, Environmental Cleanup Liability and Environmental Compliance Costs, as those terms are defined below, and from any and all actions, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, loss, costs, liabilities and expenses, which concern or in any way relate to the physical or environmental conditions of the Site, the existence of any Hazardous Material thereon, or the release or threatened release of Hazardous Materials therefrom, whether existing prior to, at or after the Certificate of Completion. It is the intention of the Parties pursuant to this release that any and all responsibilities and obligations of City or Agency and any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of ATHENS, its successors, assigns or any affiliated entity of ATHENS, arising by virtue of the physical or environmental condition of the Site, the existence of any Hazardous Materials thereon, or any release or threatened release of Hazardous Material therefrom, are by this Release provision declared null and void and of no

present or future force and effect as to the Parties. In connection therewith, ATHENS and each of the entities constituting ATHENS, expressly agree to waive any and all rights which said Party may have under Section 1542 of the California Civil Code which provides as follows:

> ***"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."***

ATHENS' INITIALS: _____ CITY'S INITIALS: _____

(c) Indemnity. ATHENS shall indemnify and hold harmless City and its officers, employees, agents and representatives (collectively, the "Indemnified Parties") from and against any and all Environmental Claims, Environmental Cleanup Liability, Environmental Compliance Costs, and any other claims, actions, suits, legal or administrative orders or proceedings, demands or other liabilities resulting at any time from the release of any Hazardous Materials of any kind whatsoever, in, on or under the Site at any time after construction of Site improvements and whether arising due to construction or thereafter, due to Facility operations, and including, but not limited to, all foreseeable and unforeseeable damages, fees, costs, losses and expenses, including any and all attorneys' fees and environmental consultant fees and investigation costs and expenses, directly or indirectly arising therefrom, and including fines and penalties of any nature whatsoever, assessed, levied or asserted against any Indemnified Parties to the extent that the fines and/or penalties are the result of a violation or an alleged violation of any Environmental Law.

(d) Definitions. For purposes of this Section 11.2, the following terms shall have the following meanings:

(1) **"Environmental Claim"** means any claim for personal injury, death and/or property damage made, asserted or prosecuted by or on behalf of any third party, including, without limitation, any governmental entity, relating to the Site or its operations and arising or alleged to arise under any Environmental Law.

(2) **"Environmental Cleanup Liability"** means any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination or any Hazardous Materials on or under all or any part of the Site, including the ground water thereunder, including, without limitation, (i) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (ii) any cost, expense, loss or damage incurred with respect to the Site or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

(3) **"Environmental Compliance Cost"** means any cost or expense of any nature whatsoever necessary to enable the Site to comply with all applicable Environmental Laws in effect. "Environmental Compliance Cost" shall include all costs necessary to demonstrate that the Site is capable of such compliance.

(4) **"Environmental Law"** means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (i) pollution or protection of the environment, including natural resources, (ii) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities, or (iv) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

(5) **"Hazardous Material"** is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (i) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (ii) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (iii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iv) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (v) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (vi) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (ix) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. Section 1317; (xi) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.* (42 U.S.C. § 6903); (xii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq.* (42 U.S.C. § 9601); (xiii) defined as "Hazardous Material" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, *et seq.*; or (xiv) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time hereafter, in effect.

11.3 Third-Party Litigation.

(a) Non-liability of City. As set forth above, City has determined that this Agreement is consistent with the General Plan, as amended by the Development Approvals, and that the General Plan meets all of the legal requirements of state law. The Parties acknowledge that:

(1) In the future there may be challenges to the legality, validity and adequacy of the General Plan, as amended by the Development Approvals; and

(2) If successful, such challenges could delay or prevent the performance of this Agreement and the development of the Property.

In addition to the other provisions of this Agreement, including, without limitation, the provisions of this Article 13, City shall have no liability under this Agreement for any failure of City to perform under this Agreement or the inability of ATHENS to develop the Project as contemplated by the Development Plan or this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, the Land Use Regulations, this Agreement, or portions thereof, are invalid or inadequate or not in compliance with law.

(b) Revision of Land Use Restrictions. If for any reason the General Plan, Land Use Regulations, this Agreement or any part thereof is hereafter judicially determined as provided above to be not in compliance with the State or Federal Constitutions, laws or regulations and if such noncompliance can be cured by an appropriate amendment thereof otherwise conforming to the provisions of this Agreement, then this Agreement shall remain in full force and effect to the extent permitted by law. The Development Plan and this Agreement shall be amended, as necessary, in order to comply with such judicial decision.

(c) Participation in Litigation; Indemnity. ATHENS agrees to indemnify Agency, City and their elected boards, commissions, officers, agents and employees and will hold and save them and each of them harmless from any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations and expenses (including but not limited to attorneys' fees and costs) against the City and/or Agency for any Claims or Litigation which arise during the Term of this Agreement directly relating to ATHENS' occupancy of, or activities on, the Site. City or Agency shall promptly provide ATHENS with notice of the pendency of any such Claims or Litigation and request that ATHENS defend the same. If City or Agency fails promptly to notify ATHENS of any such Claims or Litigation or fails to cooperate fully in the defense thereof, ATHENS shall not, thereafter, be responsible to defend, indemnify, or hold harmless City/Agency. Claims or Litigation may be defended by the City Attorney's office or use legal counsel of the City's choosing, but ATHENS shall reimburse City or Agency, as appropriate, for any reasonable legal costs incurred by City/Agency. In any case neither City nor Agency shall have liability to ATHENS. ATHENS' obligation to pay the defense cost shall extend until judgment and thereafter through any appeals. In the event of an appeal or a settlement offer, the Parties will confer in good faith as to how to proceed, and the resolution of any such appeal and the Parties' response to any such settlement offer shall require the consent of both Parties, which consent shall not be unreasonably withheld, conditioned or delayed.

(1) After two (2) years have elapsed from the filing of any court action on any Claims or Litigation without resolution of such action, the Parties agree to meet and confer within thirty (30) days, and to continue to meet and confer for a period of up to six (6) months thereafter (the "Settlement Negotiation Period"), to work in good faith towards a proposed settlement offer to the counterparties in such Claims or Litigation, and negotiate such settlement to a mutually satisfactory resolution (a "Settlement"). Each Party shall be reasonable in its approval or disapproval of any proposed Settlement. Upon the expiration of the Settlement

Negotiation Period, if the Parties are unable to agree upon a mutually-acceptable Settlement proposal to the counterparty(ies), then the City/Agency shall have the unilateral right to settle such Claims or Litigation brought against it in its sole and absolute discretion. If ATHENS opposes the terms of the Settlement entered into by the City/Agency, then ATHENS may elect, in its sole and absolute discretion, to either (a) terminate this Agreement, in which event any amounts paid by ATHENS to the City under the Reimbursement Agreement (or any amendments thereto) and not actually expended by the City or Agency for the purposes set forth therein will be returned to ATHENS, and the Parties shall have no further obligations to one another under this Agreement, or (b) agree to proceed with the Project, as modified by the Settlement.

(2) In the event that ATHENS agrees to proceed with the Project, but the Settlement would result in a material adverse change in the density or intensity of the Project (as reasonably determined by the parties), then the following amounts shall be returned to ATHENS by the City/Agency: (i) any amounts paid by ATHENS to the City under the Reimbursement Agreement (or any amendments thereto) and not actually expended by the City/Agency for the purposes set forth therein will be returned to ATHENS, and (ii) any documented Aggregate Entitlements Defense Costs (defined below) actually paid by ATHENS to the City Attorney or other designated legal representatives of the City/Agency in the subject litigation.

(3) Notwithstanding anything to the contrary set forth herein, if at any time the aggregate costs of attorneys' fees (including those of the City Attorney), court costs and/or consultant fees incurred in the course of defending the legality, validity or adequacy of this Agreement, Development Approvals, or other actions of City or Agency pertaining to the approval of the Project (the "Aggregate Entitlements Defense Costs"), equal or exceed the amount of (i) One Million Dollars ($1,000,000) *less* (ii) the aggregate amount of any costs actually paid from the "Seventh Deposit" per that Fifth Amendment to the Reimbursement Agreement dated March 9, 2016, and not otherwise returned to ATHENS as set forth in this Section (the "Seventh Deposit Amount"), *then* ATHENS shall have the right (but not the obligation) at any time to terminate this Agreement and the DDA. Any portion of the Seventh Deposit not actually expended by the City or Agency for the purposes set forth in the Reimbursement Agreement will be returned to ATHENS, and the Parties shall have no further obligations to one another under this Agreement. Nothing in this paragraph shall be construed as limiting or waiving, in whole or part, ATHENS' indemnity or hold harmless obligations to the City with respect to damages or other costs for Claims or Litigation that do not qualify as Aggregate Entitlements Defense Costs.

(4) ATHENS shall automatically receive a one (1)-year Rolling Extension under the Franchise Agreement – Trash Collection and Street Sweeping for every Two Hundred Thousand Dollars ($200,000) funded with respect to both Aggregate Entitlements Defense Costs and the Sixth Deposit Amount, not to exceed five (5) years of cumulative Rolling Extensions, it being understood that the Rolling Extensions granted pursuant to this clause (4) may not be terminated by the City excepting in the case of a default by Developer of this Agreement, the DDA, the Reimbursement Agreement, or any other Project-related Agreement that would otherwise permit the City to terminate the applicable agreement(s) in accordance with its/their terms), are not discretionary in nature, and shall apply without regard to whether the MRF/TS is ultimately developed by ATHENS.

11.4 Survival of Indemnity Objections. Notwithstanding any other provision of this Agreement, ATHENS' release and indemnification as set forth in the provisions of this Article 11, shall survive the termination of this Agreement and shall continue in perpetuity.

ARTICLE 12.0 BODILY INJURY, PROPERTY DAMAGE, AND WORKERS' COMPENSATION INSURANCE.

12.1 Types of Insurance. Prior to the entry of ATHENS on the Site and the commencement of any construction by or on behalf of ATHENS, ATHENS shall procure and maintain (or cause to be procured and maintained), at its sole cost and expense, in a form and content reasonably satisfactory to City, during the entire term of such entry or construction, the following policies of insurance:

(a) Garage Liability or Commercial General Liability Insurance (collectively "CGL"). ATHENS shall keep or cause to be kept in force CGL insurance against claims for bodily injury and property damage liability arising from the use, occupancy, disuse, or condition of the Site, improvements, affected by such use of the Site for Five Million Dollars ($5,000,000.00) combined single limit and in the aggregate annually for bodily injury or property damage. City shall be named as an additional insured on such CGL policy.

(b) Builder's Risk Insurance. ATHENS shall procure and shall maintain (or cause to be procured and maintained) in force "all risks" builder's risk insurance including vandalism and malicious mischief, covering improvements in place and all material and equipment at the job site furnished under contract, but excluding contractor's, subcontractor's, and construction manager's tools and equipment and property owned by contractor's or subcontractor's employees, with limits in accordance with subsection (a) above. ATHENS shall not be required to maintain coverage for earthquake or flood risk.

(c) Workers' Compensation. ATHENS shall also furnish or cause to be furnished to City evidence reasonably satisfactory to it that any contractor with whom ATHENS has contracted for the performance of any work for which ATHENS is responsible hereunder carries workers' compensation insurance as required by law.

(d) Other Insurance. ATHENS may procure and maintain any insurance not required by this Agreement.

12.2 Insurance Policy Form, Content and Insurer. All insurance required by express provisions hereof shall be carried only by insurance companies authorized to do business by California, rated "A-" or better in the most recent edition of Best Rating Guide, and only if they are of a financial category Class VIII or better, unless such insurance is not available form companies meeting such standards at a commercially reasonable price and City agrees in writing to different standards. All such property policies shall contain language, to the extent obtainable, to the effect that (i) any insured loss shall be payable notwithstanding any unintentional act of negligence of City or ATHENS that does not result in the forfeiture of the insurance; (ii) ATHENS waives the right of subrogation against City and against City's agents and representatives; (iii) the policies are primary and noncontributing with any insurance that may be carried by City; and (iv) the policies cannot be canceled or have limits, coverage or

deductibles materially changed except after thirty (30) days' written notice by the insurer to City or City's designated representative. ATHENS shall furnish City with certificates evidencing the insurance. City shall be named as additional insured on all policies of insurance required to be procured by the terms of this Agreement other than workers' compensation insurance.

12.3 Failure to Maintain Insurance and Proof of Compliance. ATHENS shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required hereunder within the following time limits: (a) For insurance required above, prior to entry of ATHENS on the Site and the commencement of any construction by or on behalf of ATHENS; and (b) for any renewal or replacement of a policy already in existence, simultaneously with the expiration or termination of the existing policy. If ATHENS fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish City with required proof that the insurance has been procured and is in force, such failure shall be a default hereunder, subject to the applicable cure period.

ARTICLE 13.0 EFFECT OF AGREEMENT ON TITLE; ESTOPPEL.

13.1 Binding on Successors. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring any rights or interests in ATHENS' Property, or any portion thereof, whether by operation of laws or in any manner whatsoever and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns.

13.2 Enforceability as Covenants. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to Applicable Law.

13.3 Covenants Run with the Land. Each covenant to do or refrain from doing some act on the Site hereunder (i) is for the benefit of and is a burden upon every portion of the Site, (ii) runs with such lands, and (iii) is binding upon each Party and each successive owner during its ownership of such properties or any portion thereof, and each person having any interest therein derived in any manner through any owner of such lands, or any portion thereof, and each other person succeeding to an interest in such lands.

13.4 Estoppel Certificates. Either Party may at any time deliver written Notice to the other Party requesting an estoppel certificate (the "Estoppel Certificate") stating:

(a) The Agreement is in full force and effect and is a binding obligation of the Parties; and

(b) The Agreement has not been amended or modified either orally or in writing or, if so amended, identifying the amendments; and

(c) That no enforcement actions are outstanding or if so the status thereof.

13.5 A Party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting Party within thirty (30) days after receipt of the request. The Estoppel Certificate shall be in a form reasonably approved by the City Attorney's Office and ATHENS, and ATHENS shall pay all of City's reasonable costs incurred in issuing such Estoppel Certificate.

ARTICLE 14.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION.

14.1 Non-liability of City Officers and Employees. No official, agent, contractor, or employee of City shall be personally liable to ATHENS, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to ATHENS or to its successor, or for breach of any obligation of the terms of this Agreement.

14.2 Conflict of Interest. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision to the Agreement which affects the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation.

14.3 Covenant Against Discrimination. ATHENS covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of this Development Agreement. ATHENS shall take affirmative action to insure that employees are treated during employment without regard to their race, color, creed religion, sex, marital status, national origin or ancestry.

ARTICLE 15.0 GENERAL.

15.1 No Third Party Beneficiaries. The only parties to this Agreement are ATHENS and City. There are no third party beneficiaries, and this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person whatsoever.

15.2 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

15.3 Relationship of Parties. It is specifically understood and agreed by and between the Parties that the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that such Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. The only relationship between City and ATHENS is that of a government entity regulating the development of private property and the owner of such private property.

15.4 Entire Agreement. Except as this Agreement may be implemented through the other Agreements, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and this Agreement supersedes all previous

negotiations, discussions, and agreements between the Parties. No parole evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement.

15.5 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

15.6 Counterparts. This Agreement may be executed by the Parties in counterparts which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

15.7 Recording. The City Clerk shall cause a copy of this Agreement or a Memorandum of Agreement to be executed by City and recorded in the Official Records of Los Angeles County no later than thirty (30) days after execution of the Agreement by the Parties. The recordation of this Agreement is deemed a ministerial act and the failure of City to record the Agreement as required by this Section and the Agreement Statute does not make this Agreement void or ineffective.

15.8 Authority to Execute. The Persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Development Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, (iv) the entering into of this Agreement does not violate any provision of any other Agreement to which said Party is bound and (v) there is no litigation or legal proceeding which would prevent the Parties from entering into this Agreement.

15.9 Notices. Except as expressly provided to the contrary herein, any notice, consent, report, demand, document or other such item to be given, delivered, furnished or received hereunder shall be deemed given, delivered, furnished, and received when given in writing and personally delivered to an authorized agent of the applicable party, or upon delivery by the United States Postal Service, first-class registered or certified mail, postage prepaid, return receipt requested, or by a national "overnight courier" such as Federal Express, at the time of delivery shown upon such receipt; in either case, delivered to the address, addresses and persons as each party may from time to time by written notice designate to the other and who initially are:

If to Athens: Athens Services
P.O. Box 6009
City of Industry, CA 91716-0009
Attention: President

With copy to: Manatt, Phelps & Phillips, LLP
11355 Olympic Boulevard
Los Angeles, CA 90064
Attention: Victor De la Cruz

If to Agency: Successor Agency to the Irwindale
Community Redevelopment Agency
5050 North Irwindale Avenue
Irwindale, CA 91706

With copy to: Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
Attention: Adrian R. Guerra, City Attorney

ARTICLE 16.0 MORTGAGEE PROTECTION.

16.1 Definitions. As used in this Section, the term "mortgage" shall include any mortgage, deed of trust, or other security interest, or sale and lease-back, or any other form of conveyance for financing collateralized by the Site. The term "holder" shall include the holder of any such mortgage, deed of trust, or other security interest, or the grantee under any other conveyance for financing.

16.2 No Encumbrances Except Mortgages to Finance the Project. Notwithstanding the restrictions on transfer in Article 7, mortgages required for any reasonable method of financing of the construction of the Project improvements are permitted before issuance of a Certificate of Completion but only for the purpose of securing loans of funds used or to be used for financing the improvement of the Site, for the construction of Project improvements thereon, and for any other expenditures necessary and appropriate to develop the Site under this Agreement, or for restructuring or refinancing any of same and the reasonable costs and expenses associated therewith, so long as the refinancing does not exceed the then-outstanding balance of the existing financing by an amount in excess of the costs, fees, prepayments and other expenses reasonably incurred in the refinancing. ATHENS (or any entity permitted to acquire title under this Section) shall notify the City in writing prior to any mortgage, if ATHENS or such entity proposes to enter into the same before issuance of the Certificate of Completion. ATHENS or such entity shall not enter into any such conveyance for financing without the prior written approval of the City. Any lender approved by the City shall not be bound by any amendment, implementation, or modification to this Agreement subsequent to its approval without such lender giving its prior written consent thereto. In any event, ATHENS shall promptly notify the City of any mortgage, encumbrance, or lien that has been created or attached thereto prior to issuance of a Certificate of Completion, whether by voluntary act of ATHENS or otherwise.

16.3 ATHENS' Breach Shall Not Defeat Mortgage Lien. ATHENS' breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render invalid the lien of any mortgage made in good faith and for value as to the Site, or any part thereof or

interest therein, but unless otherwise provided herein, the terms, conditions, covenants, restrictions, easements, and reservations of this Agreement shall be binding and effective against the holder of any such mortgage of the Site whose interest is acquired by foreclosure, trustee's sale or otherwise.

16.4 Holder Not Obligated to Construct or Complete Improvements. The holder of any mortgage shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Site or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

16.5 Notice of Default to Mortgagee, Deed of Trust or Other Security Interest Holders. Whenever City shall deliver any notice or demand to ATHENS with respect to any breach or default by ATHENS hereunder, City shall at the same time deliver a copy of such notice or demand to each holder of record of any mortgage who has previously made a written request to City therefor, or to the representative of such lender as may be identified in such a written request by the lender. No notice of default shall be effective as to the holder unless such notice is given.

16.6 Right to Cure. Each holder (insofar as the rights of City are concerned) shall have the right, at its option, within ninety (90) days after the receipt of the notice, to:

(a) Obtain possession, if necessary, and to commence and diligently pursue said cure until the same is completed, and

(b) Add the cost of said cure to the security interest debt and the lien or obligation on its security interest;

provided that in the case of a default which cannot with diligence be remedied or cured within such ninety (90) day period, such holder shall have additional time as reasonably necessary to remedy or cure such default.

In the event there is more than one such holder, the right to cure or remedy a breach or default of ATHENS under this Section shall be exercised by the holder first in priority or as the holders may otherwise agree among themselves, but there shall be only one exercise of such right to cure and remedy a breach or default of ATHENS under this Section.

No holder shall undertake or continue the construction or completion of the improvements (beyond the extent necessary to preserve or protect the improvements or construction already made) without first having expressly assumed ATHENS' obligations to City by written agreement satisfactory to City with respect to the Site or any portion thereof in which the holder has an interest. The holder must agree to complete, in the manner required by this Agreement, the improvements to which the lien or title of such holder relates, and submit evidence satisfactory to the City that it has the qualifications and financial responsibility necessary to perform such obligations. Any holder properly completing such improvements shall be entitled, upon written request made to City, to a Certificate of Completion from City.

16.7 City's Rights upon Failure of Holder to Complete Improvements. In any case where one hundred eighty (180) days after default by ATHENS in completion of construction of Project improvements under this Agreement, the holder of any mortgage creating a lien or encumbrance upon the Site or improvements thereon has not exercised the option to construct afforded in this Section or if it has exercised such option and has not proceeded diligently with construction, City may, after ninety (90) days' notice to such holder and if such holder has not exercised such option to construct within said ninety (90) day period, purchase the mortgage, upon payment to the holder of an amount equal to the sum of the following:

(a) The unpaid mortgage debt plus any accrued and unpaid interest (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings, if any);

(b) All expenses, incurred by the holder with respect to foreclosure, if any;

(c) The net expenses (exclusive of general overhead), incurred by the holder as a direct result of the ownership or management of the Site, such as insurance premiums or real estate taxes, if any;

(d) The costs of any improvements made by such holder, if any; and

(e) An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence to the date of payment by the City.

In the event that the holder does not exercise its option to construct afforded in this Section, and City elects not to purchase the mortgage of holder, upon written request by the holder to City, City agrees to use reasonable efforts to assist the holder selling the holder's interest to a qualified and responsible party or parties (as determined by City), who shall assume the obligations of making or completing the improvements required to be constructed by ATHENS, or such other improvements in their stead as shall be satisfactory to City. The proceeds of such a sale shall be applied first to the holder of those items specified in subparagraphs (a) through (e) hereinabove, and any balance remaining thereafter shall be applied as follows:

(a) First, to reimburse City, on its own behalf and on behalf of the City, for all costs and expenses actually and reasonably incurred by City, including but not limited to payroll expenses, management expenses, legal expenses, and others.

(b) Second, to reimburse City, on its own behalf and on behalf of the City, for all payments made by City to discharge any other encumbrances or liens on the Site or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due, to obligations, defaults, or acts of ATHENS, its successors or transferees.

(c) Third, any balance remaining thereafter shall be paid to ATHENS.

16.8 Right of City to Cure Mortgage, Deed of Trust or Other Security Interest; Default. In the event of a default or breach by ATHENS (or entity permitted to acquire title under this Section) of a mortgage prior to the issuance by City of a Certificate of Completion for the Site or portions thereof covered by said mortgage, and the holder of any such mortgage has not exercised its option to complete the Project, City may cure the default prior to completion of any foreclosure. In such event, City shall be entitled to reimbursement from ATHENS or other entity as appropriate of all costs and expenses incurred by City in curing the default, including legal costs and attorneys' fees, which right of reimbursement shall be secured by a lien upon the Site to the extent of such costs and disbursements. Any such lien shall be subject to:

(a) Any mortgage for financing permitted by this Agreement; and

(b) Any rights or interests provided in this Agreement for the protection of the holders of such mortgages for financing;

Provided, however, that nothing herein shall be deemed to impose upon City any affirmative obligations (by the payment of money, construction or otherwise) with respect to the Site in the event of its enforcement of its lien.

16.9 Right of the City to Satisfy Other Liens on the Property After Conveyance of Title. After the conveyance of Title, if applicable, and prior to the recordation of a Certificate of Completion for construction and development, and after ATHENS has had a reasonable time to challenge, cure, or satisfy any liens or encumbrances on the Site or any portion thereof, the City shall have the right to satisfy any such liens or encumbrances; provided, however, that nothing in this Agreement shall require ATHENS to pay or make provision for the payment of any tax, assessment, lien or charge so long as ATHENS in good faith shall contest the validity or amount thereof, and so long as such delay in payment shall not subject the Site or any portion thereof to forfeiture or sale.

16.10 Minor Amendments. City's Planning Director shall be authorized to approve and execute minor non-substantive amendments to this Agreement as may be requested by ATHENS' lender in relation to the protection of such lender's security interest in the Site, without formal approval of the Planning Commission or City Council.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF IRWINDALE,
a California municipal corporation

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

ATHENS:

ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES, a California Corporation

By:_____
Name: _____
Title:_____

By:_____
Name: _____
Title:_____

Address:_____
_____
_____

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A
FACILITY SCOPE & COMPONENTS

ATHENS proposes to construct the Project on the Site in up to three (3) phases, based on market demand and the capacity constraints of the phase(s) of the Project then-constructed; provided Phase I shall include, at a minimum, the Construction and Debris, Self-Haul –Construction and Debris, Employee Area, and Convenience Store, each having the approximate square footage shown below. The proposed improvements consist of the following proposed uses and approximate square footages to be developed by ATHENS pursuant to the terms of this Agreement:

Project Element	Aggregate Approximate Square Footage
Construction and Debris	41,500 s.f.
Self-Haul – Construction & Debris	52,000 s.f.
Employee Area	9,249 s.f.
Convenience Store	2,587 s.f.
Scale House (4 Total)	200 s.f.
Office	12,780 s.f.
MRF/Transfer Station	104,732 s.f.
Material Staging	25,000 s.f.
Maintenance	17,180 s.f.
TOTAL:	Approx. 265,228 s.f.

EXHIBIT B

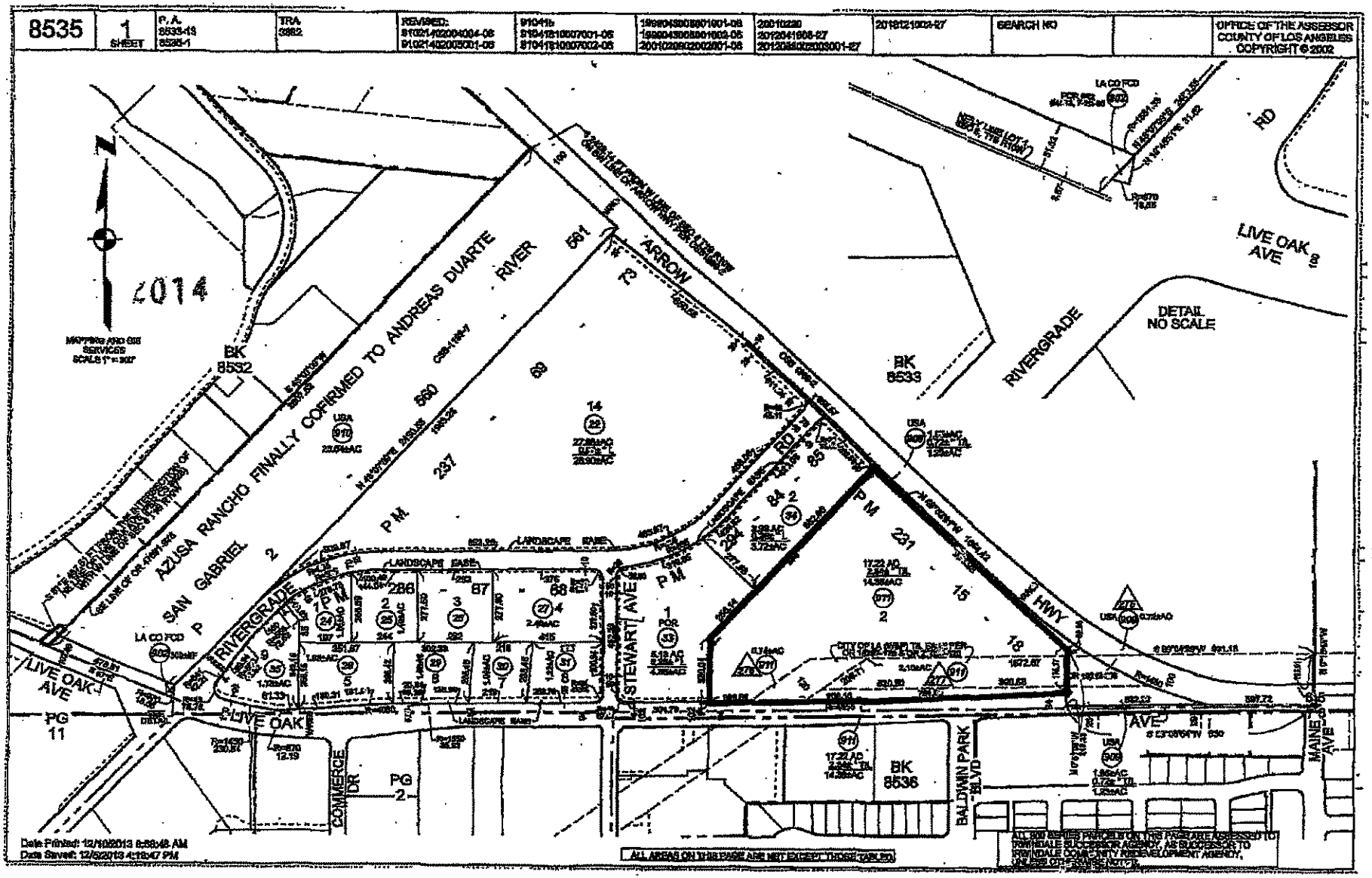
MAP AND LEGAL DESCRIPTION OF THE SITE

LEGAL DESCRIPTION

Real property in the City of Irwindale, County of Los Angeles, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. 22152, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 231 PAGES 15 THROUGH 18 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8535-001-911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SEARCH NO
OFFICE OF THE ASSESSOR
COUNTY OF LOS ANGELES
COPYRIGHT © 2002
2014
MAPPING AND GIS SERVICES
SCALE 1" = 300'
BK 8532
BK 8533
BK 8536
AZUSA RANCHO FINALLY CONFIRMED TO ANDREAS DUARTE
SAN GABRIEL RIVER
ARROW HWY
RIVERGRADE
RIVERGRADE RD
LIVE OAK AVE
STEWART AVE
BALDWIN PARK BLVD
COMMERCE DR
MAINE AVE
DETAIL
NO SCALE
PG 11
PG 2
P M 237
P M 231
LANDSCAPE EASE.
LA CO FCD
Date Printed: 12/10/2013 8:58:48 AM
Date Saved: 12/5/2013 4:19:47 PM
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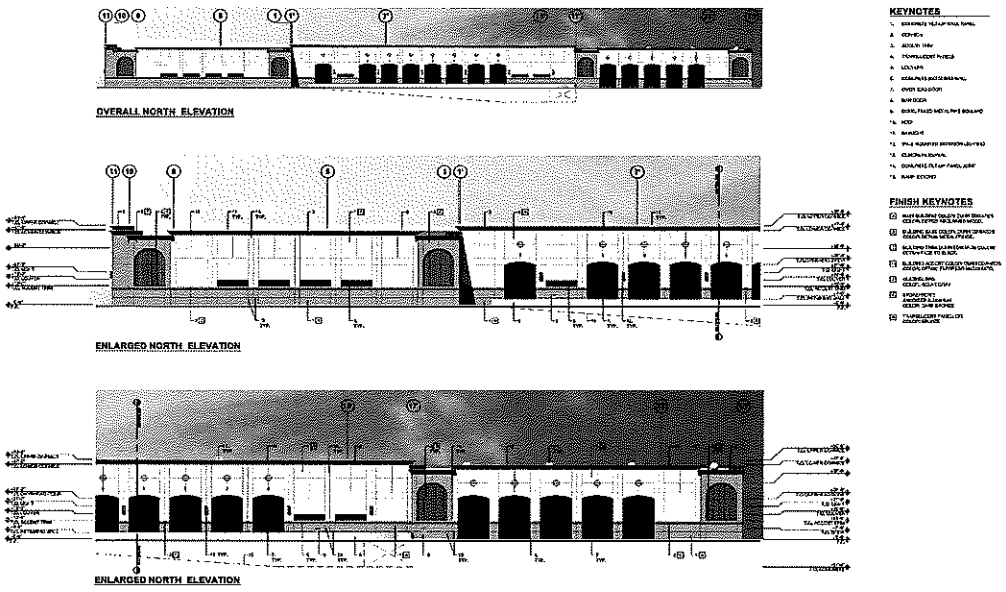
ALL 800 SERIES PARCELS ON THIS PAGE ARE ASSESSED TO:
IRWINDALE SUCCESSOR AGENCY, AS SUCCESSOR TO
IRWINDALE COMMUNITY REDEVELOPMENT AGENCY,
AND SUBJECT TO RDA CODE

EXHIBIT C

PROJECT DEPICTION



North Exterior Elevation

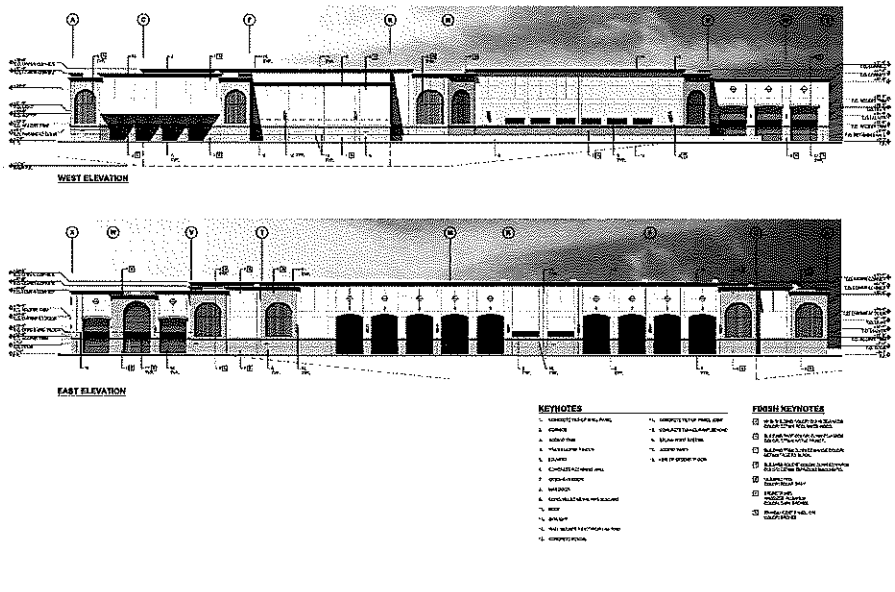
Athens Irwindale

Material Recovery Facility and Transfer Station

2200 Azusa Hwy, Irwindale, CA

Job No. 3955
09.11.2017

A5.1



West & East Exterior Elevations

Athens Irwindale

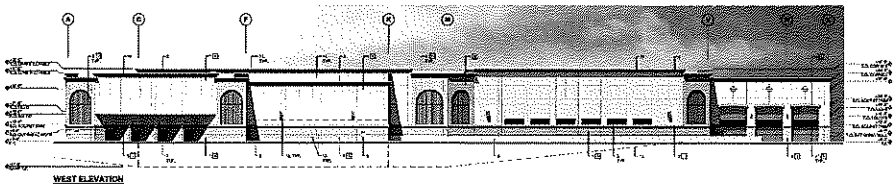
Material Recovery Facility and Transfer Station

2200 Azusa Hwy, Irwindale, CA

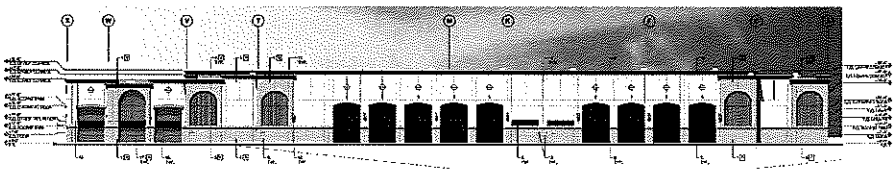
Job No. 3955
09.11.2017

A5.3

PROJECT DEPICTION



WEST ELEVATION



EAST ELEVATION

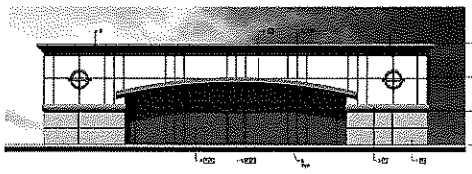
KEYNOTES

FINISH KEYNOTES

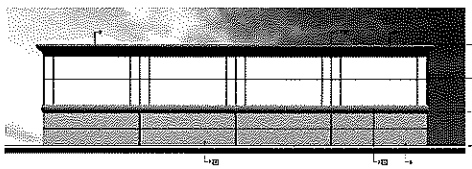
West & East Exterior Elevations

Athens Irwindale

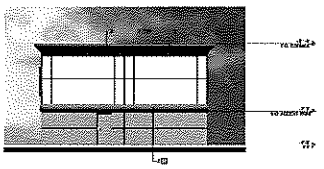
A5.3



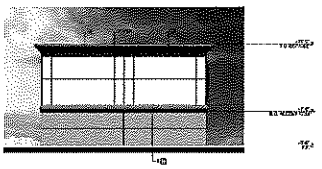
NORTH ELEVATION



SOUTH ELEVATION



WEST ELEVATION



EAST ELEVATION

KEYNOTES

FINISH KEYNOTES

Exterior Elevations - Convenience Store

Athens Irwindale

A5.4

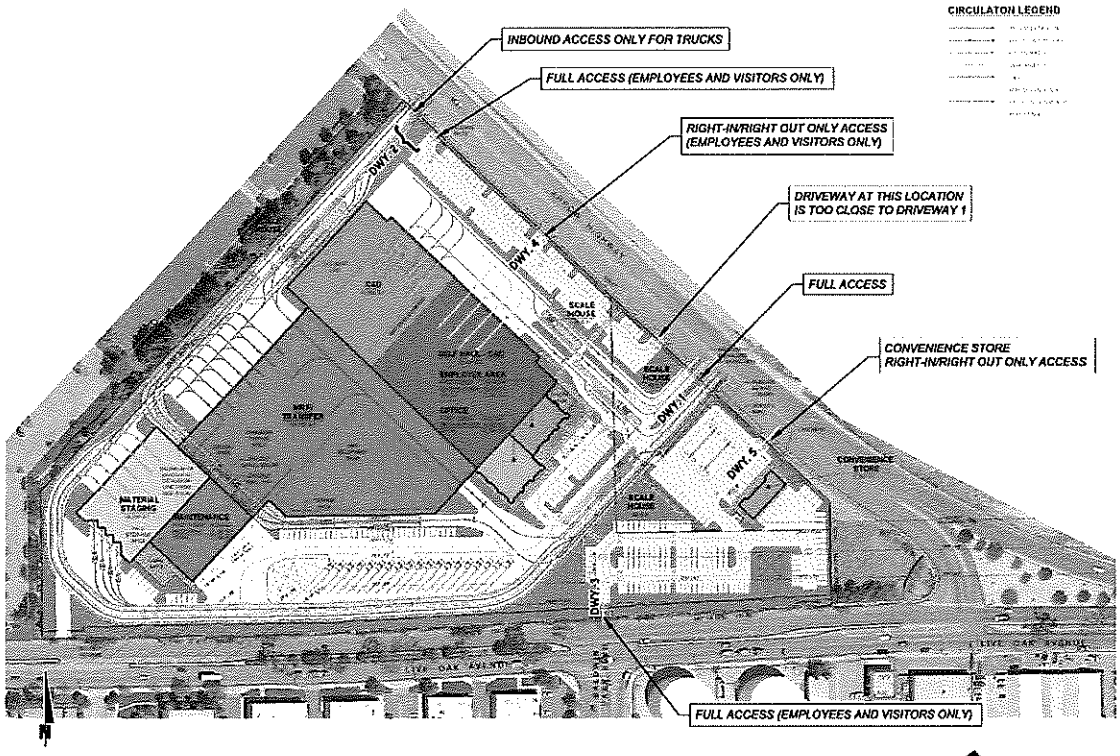
EXHIBIT D

LIST OF OFF-SITE IMPROVEMENTS

Item Number	Location of Improvement	Description of improvement
1	I-605 NB Off-Ramp (NS) / Live Oak Avenue (Eastbound and Westbound)	Install two new traffic signals per Caltrans standards. Construct a 2nd northbound right turn lane; Resurface and restripe intersection and Off-Ramp; Traffic signal modification to Caltrans signalized intersection at N/B On-Ramp
2	Intersection of Arrow Highway (NS) and Project Driveway 1 (EW)	Construct a concrete intersection per City standard Construct a new traffic signal with the followings geometry: Northbound Approach: One left turn lane (two way turn lane) and two through lanes. Southbound Approach: Two through lanes and one right turn lane Eastbound Approach: One left turn lane and one right turn lane. Westbound Approach: N/A
3	Intersection of Arrow Highway (NS) and Project Driveway 2 (EW)	Construct a concrete intersection per City standard A stop control at driveway 2 Northbound Approach: One left turn lane (two way turn lane) and two through lanes. Southbound Approach: Two through lanes and one right turn lane. Eastbound Approach: One shared left turn and right turn lane. Westbound Approach: N/A
4	Intersection of Live Oak Avenue (EW) and Baldwin Park Boulevard (NS)	Traffic signal modification adding video vehicle detection per City Standard Northbound Approach: Two left turn lanes and one shared through-right turn lane. Southbound Approach: One left turn lane and one shared through-right turn lane. Eastbound Approach: One left turn lane (100-foot pocket length), two through lanes, and one defacto right turn lane Westbound Approach: One left turn lane, two through lanes, and one right turn lane.
5	Intersection of Arrow Highway (NS) and Project Driveway 4 (EW)	Construct a concrete right in / right out concrete intersection per City standard. A stop control at Driveway 4. Northbound Approach: Two through lanes (no left turn

		access). Southbound Approach: One through lane and one shared through-right turn lane. Eastbound Approach: One right turn lane. Westbound Approach: N/A.
6	Intersection of Arrow Highway (NS) and Project Driveway 5 (EW)	Construct a concrete right in / right out concrete intersection per City standard. A stop control at Driveway 5. Northbound Approach: Two through lanes (no left turn access). Southbound Approach: One through lane and one shared through-right turn lane. Eastbound Approach: One right turn lane. Westbound Approach: N/A.
7	I-605 SB Off-Ramp (NS) / Arrow Highway	Traffic Signal Modification per Caltrans Standard Construct a 2nd southbound left turn lane per Caltrans Standard Restripe intersection per Caltrans Standard
8	Intersection of Live Oak Avenue and Arrow Highway (East Intersection)	Traffic Signal Modification adding video vehicle detection per City Standard Resurfacing and restripe intersection per City Standard
9	Intersection of Arrow Highway and Rivergrade Road	Construct a concrete intersection per City standard Traffic Signal Modification adding video vehicle detection per City Standard
10	Intersection of Live Oak Avenue and Rivergrade Road	Construct a concrete intersection per City standard Traffic Signal Modification adding video vehicle detection per City Standard
11	Arrow Highway between Live Oak Avenue and I-605 Fwy	Resurfacing and restripe the street per City Standard
12	Live Oak Avenue between Arrow Highway (East) and I-605 Fwy	Resurfacing and restripe the street per City Standard
13	Rivergrade Road between Live Oak Avenue and Arrow Highway	Resurfacing and restripe the street per City Standard

EXHIBIT B: ACCESS AND ON-SITE CIRCULATION



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URBAN CROSSROADS

EXHIBIT E

IN-LIEU AND FAIR-SHARE FEE SCHEDULE FOR OFF-SITE IMPROVEMENTS

Item Number	Location of Improvement	Description of improvement	Athens Fair-Share Fee
1	I-605 NB Off-Ramp (NS) / Live Oak Avenue (Eastbound and Westbound)	Install two new traffic signals per Caltrans standards. Construct a 2nd northbound right turn lane; Resurface and restripe intersection and Off-Ramp; Traffic signal modification to Caltrans signalized intersection at N/B On-Ramp	1/3 (33.33%) of total cost for this improvement, which is estimated at One Million Dollars ($1,000,000). Applicant shall pay the full amount to the City 30 days after approval in connection with Schedule of Performance (Exhibit G) Event 20.
2	Intersection of Arrow Highway (NS) and Project Driveway 1 (EW)	Construct a concrete intersection per City standard Construct a new traffic signal with the followings geometry: Northbound Approach: One left turn lane (two way turn lane) and two through lanes. Southbound Approach: Two through lanes and one right turn lane Eastbound Approach: One left turn lane and one right turn lane. Westbound Approach: N/A	100% of total cost for this improvement. Applicant shall construct and complete this improvement before occupancy.
3	Intersection of Arrow Highway (NS) and Project Driveway 2 (EW)	Construct a concrete intersection per City standard A stop control at driveway 2 Northbound Approach: One left turn lane (two way turn lane) and two through lanes. Southbound Approach: Two through lanes and one right turn lane. Eastbound Approach: One shared left turn and right turn lane. Westbound Approach: N/A	100% of total cost for this improvement. Applicant shall construct and complete this improvement before occupancy.

4	Intersection of Live Oak Avenue (EW) and Baldwin Park Boulevard (NS)	Traffic signal modification adding video vehicle detection per City Standard Northbound Approach: Two left turn lanes and one shared through-right turn lane. Southbound Approach: One left turn lane and one shared through-right turn lane. Eastbound Approach: One left turn lane (100-foot pocket length), two through lanes, and one defacto right turn lane Westbound Approach: One left turn lane, two through lanes, and one right turn lane.	100% of total cost for this improvement. Applicant shall construct and complete this improvement before occupancy.
5	Intersection of Arrow Highway (NS) and Project Driveway 4 (EW)	Construct a concrete right in / right out concrete intersection per City standard. A stop control at Driveway 4. Northbound Approach: Two through lanes (no left turn access). Southbound Approach: One through lane and one shared through-right turn lane. Eastbound Approach: One right turn lane. Westbound Approach: N/A.	100% of total cost for this improvement. Applicant shall construct and complete this improvement before occupancy.
6	Intersection of Arrow Highway (NS) and Project Driveway 5 (EW)	Construct a concrete right in / right out concrete intersection per City standard. A stop control at Driveway 5. Northbound Approach: Two through lanes (no left turn access). Southbound Approach: One through lane and one shared through-right turn lane.	100% of total cost for this improvement. Applicant shall construct and complete this improvement before occupancy.

		Eastbound Approach: One right turn lane. Westbound Approach: N/A.	
7	I-605 SB Off-Ramp (NS) / Arrow Highway	Traffic Signal Modification per Caltrans Standard Construct a 2nd southbound left turn lane per Caltrans Standard Restripe intersection per Caltrans Standard	1/3 (33.33%) of total cost for this improvement, which is estimated at One Million Dollars ($1,000,000). Applicant shall pay the full amount to the City in accordance with attached Schedule E-1, but no payment shall be required earlier than 30 days after approval in connection with Schedule of Performance (Exhibit G) Event 20.
8	Intersection of Live Oak Avenue and Arrow Highway (East Intersection)	Traffic Signal Modification adding video vehicle detection per City Standard Resurfacing and restripe intersection per City Standard	For item 7 through 12, the applicant shall be responsible for a lump sum payment of $500,000.00 payable to the City in accordance with a five year payment plan as shown in attached Schedule E-2, but no payment shall be required earlier than 30 days after approval in connection with Schedule of Performance (Exhibit G) Event 20.
9	Intersection of Arrow Highway and Rivergrade Road	Construct a concrete overlay per City standard Traffic Signal Modification adding video vehicle detection per City Standard	Same as No. 7 above.
10	Intersection of Live Oak Avenue and Rivergrade Road	Construct a concrete overlay per City standard Traffic Signal Modification adding video vehicle detection per City Standard	Same as No. 7 above.
11	Arrow Highway between Live Oak Avenue and I-605 Fwy	Resurfacing and restripe the street per City Standard	Same as No. 7 above.
12	Live Oak Avenue between Arrow Highway (East) and I-605 Fwy	Resurfacing and restripe the street per City Standard	Same as No. 7 above.
13	Rivergrade Road between Live Oak Avenue and Arrow Highway	Resurfacing and restripe the street per City Standard	Same as No. 7 above.

FAIR-SHARE FEE SCHEDULE E-1

Item Number	Location of Improvement	Description of improvement	Athens Fair-Share Fee
1	I-605 SB Off-Ramp (NS) / Arrow Highway	Traffic Signal Modification per Caltrans Standard Construct a 2nd southbound left turn lane per Caltrans Standard Restripe intersection per Caltrans Standard	1/3 (33.33%) of total cost for this improvement. Applicant shall pay the full amount to the City 12 months in accordance with payment schedule as shown below, but no payment shall be required earlier than 30 days after approval in connection with Schedule of Performance (Exhibit G) Event 20.

Payment Number	Description	Due Date	Amount
1	Initial payment is to start the design of the subject improvement.	January 1, 2025	$200,000
2	First Payment of the 10% of the remaining $800,000.00 for the construction of the subject improvement.*	January 1, 2026	$80,000
3	Second Payment of the 10% of the remaining $800,000.00 for the construction of the subject improvement.*	January 1, 2027	$80,000
4	Third Payment of the 10% of the remaining $800,000.00 for the construction of the subject improvement.*	January 1, 2028	$80,000
5	Forth Payment of the 10% of the remaining $800,000.00 for the construction of the subject improvement.*	January 1, 2029	$80,000
6	Fifth Payment of the 10% of the remaining $800,000.00 for the construction of the subject improvement.*	January 1, 2030	$80,000
7	Sixth Payment of the 10% of the remaining $800,000.00 for the construction of the subject improvement.*	January 1, 2031	$80,000
8	Seventh Payment of the 10%	January 1, 2032	$80,000

	of the remaining $800,000.00 for the construction of the subject improvement.*		
9	Eighth Payment of the 10% of the remaining $800,000.00 for the construction of the subject improvement.*	January 1, 2033	$80,000
10	Ninth Payment of the 10% of the remaining $800,000.00 for the construction of the subject improvement.*	January 1, 2034	$80,000
11	Tenth Payment of the 10% of the remaining $800,000.00 for the construction of the subject improvement.*	January 1, 2035	$80,000

Note * - The final design plans will incorporate Athens comments that are consistent with the requirement as stated in the approved 2020 Final Environmental Report before submission to Caltrans for final approval.

FAIR-SHARE FEE SCHEDULE E-2

Item Number	Location of Improvement	Description of improvement	Athens Fair-Share Fee
7	Intersection of Live Oak Avenue and Arrow Highway (East Intersection)	Traffic Signal Modification adding video vehicle detection per City Standard Resurfacing and restripe intersection per City Standard	For item 7 through 12, the applicant shall be responsible for a lump sum payment of $500,000.00 payable to the City in accordance with a five year payment plan as shown in attached Schedule E-2, but no payment shall be required earlier than 30 days after approval in connection with Schedule of Performance (Exhibit G) Event 20.
8	Intersection of Arrow Highway and Rivergrade Road	Construct a concrete overlay per City standard Traffic Signal Modification adding video vehicle detection per City Standard	Same as No. 7 above.
9	Intersection of Live Oak Avenue and Rivergrade Road	Construct a concrete overlay per City standard Traffic Signal Modification adding video vehicle detection per City Standard	Same as No. 7 above.
10	Arrow Highway between Live Oak Avenue and I-605 Fwy	Resurfacing and restripe the street per City Standard	Same as No. 7 above.
11	Live Oak Avenue between Arrow Highway (East) and I-605 Fwy	Resurfacing and restripe the street per City Standard	Same as No. 7 above.
12	Rivergrade Road between Live Oak Avenue and Arrow Highway	Resurfacing and restripe the street per City Standard	Same as No. 7 above.

Payment Number	Description	Due Date	Amount
1	First Payment of the 20% of the $500,000.00 for the construction improvement 7 through 12 as stated above.	December 31, 2018	$100,000
3	Second Payment of the 20% of the $500,000.00 for the construction improvement 7 through 12 as stated above.	December 31, 2019	$100,000
4	Third Payment of the 20% of the $500,000.00 for the construction improvement 7 through 12 as stated above.	December 31, 2020	$100,000
5	Forth Payment of the 20% of the $500,000.00 for the construction improvement 7 through 12 as stated above.	December 31, 2021	$100,000
6	Fifth Payment of the 20% of the $500,000.00 for the construction improvement 7 through 12 as stated above.	December 31, 2022	$100,000

EXHIBIT F

EXISTING DEVELOPMENT APPROVALS

1. Disposition and Development Agreement
2. Oversight Board Resolution
3. State Department of Finance Approval of Sale
4. General Plan Amendment No. 02-2016
5. Zoning Ordinance Amendment No. 04-2016
6. Development Agreement
7. Conditional Use Permit No. 08-2016
8. Franchise & Facility Operations Agreement
9. Site Plan and Design Review Permit No. 06-2016

EXHIBIT G

SCHEDULE OF PERFORMANCE

Event	Item To Be Performed	Time For Performance	Agreement Reference
1.	Agency and City conduct duly-noticed public hearing on DDA and FEIR	June 8, 2016	DDA § 216
2.	City files Notice of Determination for FEIR	June 9, 2016	N/A
3.	Oversight Board conducts duly-noticed public hearing on DDA	June 9, 2016	N/A
4.	State of California Department of Finance approves (or is deemed to have approved) or disapproves DDA	June 17, 2016	N/A
5.	Notice Planning Commission public hearing for GPA, ZC, DA, CUP, SP&DR, CUP, and FA	9/8/17	N/A
6.	Planning Commission public hearing for recommendation to City Council	9/20/17	N/A
7.	City notices City Council public hearing	9/28/17	N/A
8.	City Council public hearing (including first reading of ordinances for General Plan Amendment, Zoning Ordinance Amendment, and Development Agreement)	10/11/17	N/A
9.	SP&DR, CUP, and Franchise Agreement become effective	10/31/17	N/A
10.	City Council meeting (second reading of ordinances for General Plan Amendment, Zoning Ordinance Amendment, and Development Agreement)	10/25/17	N/A

Event	Item To Be Performed	Time For Performance	Agreement Reference
11.	General Plan Amendment, Zone Text Amendment, and Development Agreement ordinances become effective	11/24/17	N/A
12.	Athens submits application to LEA for Solid Waste Facilities Permit (SWFP)	Submitted 5/7/18	DA Recital L
13.	Athens responds to written inquiries received by LEA and/or CalRecycle regarding SWFP application	Within thirty (30) days of receipt of such written inquiry	N/A
14.	Athens prepares and submits to City its schematic design drawings for phase 1 of the Project	By 2/28/19	DA, Exhibit "A"
15.	City reviews and approves or disapproves the schematic design drawings for phase 1	Within thirty (30) days of Event 14 4/1/19	N/A
16.	Athens submits to City 70% plan set and prepares and submits to City design development drawings and landscape and grading plans for the Project	Within ninety (90) days of approval in connection with Event 15	N/A
17.	City reviews and approves or disapproves the 70% design development drawings and landscape plans. City issues grading permit	Within sixty (60) days of Event 16	N/A
18.	Close of Escrow	See DDA	DDA § 405
19.	Athens submits final building plans (construction drawings) for phase 1 of the Project	Within thirty (30) days of approval in connection with Event 17	DA, Exhibit "A"
20.	City reviews and approves or disapproves the final building plans (construction drawings) for phase 1 of the Project	Within sixty (60) days of Event 19	DDA § 404(2)(b)
21.	Athens commences construction of phase 1 of the Facility	Within sixty (60) days of approval in connection with Event 20	DA, Exhibit "A"

Event	Item To Be Performed	Time For Performance	Agreement Reference
22.	Athens completes construction of phase 1 of the Facility	Within 12 months of Event 21	DA, Exhibit "A"
23.	Athens prepares and submits to City its final building plans (construction drawings) for phases 2 and 3 of the Project.	5/9/22*	N/A
24.	City reviews and approves or disapproves the final building plans (construction drawings) for phases 2 and 3 of the Project	Within ninety (90) days of Event 23 8/8/22*	DDA § 404(2)(b)
25.	Athens commences construction of phases 2 and 3 of the Facility	Within sixty(60) days of approval in connection with Event 24*	DA, Exhibit "A"
26.	Athens completes construction of phases 2 and 3 of the Facility	Within 14 months of Event 25*	DA, Exhibit "A"

It is understood that the foregoing Schedule of Performance is subject to all of the terms and conditions set forth in the text of the Development Agreement, including any events of Enforced Delay. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any conflict or inconsistency between this Schedule of Performance and the text of the Development Agreement, the text shall govern.

* The time periods set forth in this Schedule of Performance may be altered or amended only by written agreement signed by both Athens and city. The Parties agree that Athens may delay items 23-26 without cause; however, in such case, Athens and City shall negotiate in good faith to amend the Agreement in a manner that provides City alternate sources of revenue while construction is delayed. In addition, minor adjustments may be implemented by the City Manager as needed to conform the above Schedule with the Parties' actual performance of agreements and/or undertaking of Project activities. A failure by either Party to enforce a breach of any particular time provision shall not be construed as a waiver of any other time provisions. The City Manager of the City shall have the authority to approve extensions of time without City Council action, respectively, not to exceed a cumulative total of 180 days. .

EXHIBIT H

SCHEDULE OF ESTIMATED CITY FEES

[See attached - Insert separately]

CITY OF IRWINDALE
BUILDING CODE FEE SCHEDULE

Effective July 1, 2020, Building Permit Fees in the city of Irwindale will be as follows:

1. Permit Issuance Fee - to be paid in addition to the fees set forth in a through k below. . . . . $ 65.00

a. For a site inspection not otherwise covered herein by a fee and which is regulated by a Los Angeles County Ordinance. . . . . $ 991.00

b. For inspection of any use, occupancy or change in use or occupancy
Group R or U Occupancy. . . . . $ 514.40
Occupancy groups other than R or U
Affected floor area:
Up to 5,000 square feet. . . . . $ 1,267.80
5,001 to 10,000 square feet. . . . . $ 1,525.60
10,001 to 100,000 square feet. . . . . $ 2,536.40
above 100,000 square feet. . . . . $ 3,844.40

c. RESERVED

d. For inspection of the demolition of a building or structure (including sewage system termination). . . . . $ 384.60

e. For inspection or reinspection of Group A, Division 4, structures, each. . . . . $ 514.40

f. For inspection of structures or devices regulated by Chapter 66, the first inspection of the first structure or device. . . . . $ 384.60
and for each additional structure or device. . . . . $ 61.80

g. For application and investigation fee for relocation building permits as required by Chapter 34:
Floor area: up to 2,500 square feet. . . . . $ 1,024.20
2,501 square feet and above. . . . . $ 2,049.00

h. For investigation and/or permit for trailer coaches required by Chapter 69. . . . . $ 381.00

i. For inspections outside of normal business hours, per hour. . . . . $ 231.00

j. For inspections for which no fee is specifically indicated, per hour. . . . . $ 231.00

k. For inspection of barriers for swimming pools, spas and hot tubs. . . . . $ 216.60

2. For search of office records and a single copy of microfilmed permit. . . . . $ 7.00

For each hour expended responding to public records requests which do not reasonably describe identifiable records. . . . . $ 80.80

3. For Approval in Concept review pursuant to the 1976 Coastal Act (Section 30,000 et seq. Public Resources Code). . . . . $ 306.40

4. For Geotechnical site review and processing geological or engineering reports submitted pursuant to Sections 110, 111, 113, 1804 and Appendix Section 3309:

A. Geotechnical review of building plans and geotechnical reports

i. Geotechnical site review (to determine if geotechnical reports are required). . . . . $ 970.20

ii. Geotechnical report, site, and plan review (review of initial and two addenda reports)
The fee shall be 0.50% of the valuation of the proposed structure

However, the minimum fee shall be. . . . . $ 2,394.20
and the maximum fee shall be. . . . . $ 15,435.20

iii. Review of Geotechnical addenda beyond third review (per hour). . . . . $ 397.40

B. Geotechnical site inspections and geotechnical report review PRIOR to building permit application

i. Geotechnical site review (to determine if geotechnical reports are required). . . . . $ 970.20

ii. Geotechnical report and plan review prior to building permit application (per review). . . . . $ 1,922.20

C. Geotechnical review of grading plans:

1 - 1,000 cubic yards. . . . . $ 1,584.60
1,001 - 10,000 cubic yards. . . . . $ 2,118.20
10,001 - 100,000 cubic yards. . . . . $ 2,839.20
100,001 - 500,000 cubic yards. . . . . $ 3,795.60
500,001 cubic yards and above, the fee shall be $ 3,795.60
plus $ 237.20 / 100,000 cubic yards of additional grading

D. Geotechnical report and grading plan review (review of initial and two addenda reports):

1 - 1,000 cubic yards	$	3,321.00
1,001 - 10,000 cubic yards	$	4,979.80
10,001 - 100,000 cubic yards	$	6,045.80
100,001 - 500,000 cubic yards	$	8,298.00

500,001 cubic yards and above, the fee shall be $ 8,298.00 plus $ 356.20 / 100,000 cubic yards of additional grading

i. Review of Geotechnical addenda beyond third review (per hour) $ 397.40

5. For processing Coastal Engineering Reports $ 911.80

6. For determining occupant load for purposes of parking requirements pursuant to Title 22 (Zoning Ordinance) $ 257.60

7. Reproduction of microfilmed plans $ 73.00
plus $ 7.00 for each sheet to be reproduced

8. Assignment of house numbers $ 127.00

9. For additional review required by complexity of plans or changes, additions or revisions of approved or resubmitted plans or reports, per hour $ 257.60

10. For services required beyond the first and second check of plans or reports, due to changes, errors or omissions, per hour $ 257.60

11. For the issuance of a Certificate of Occupancy $ 238.00

12. For the issuance of a Temporary Certificate of Occupancy $ 357.40

13. For each extension of a Temporary Certificate of Occupancy $ 238.00

14. For processing of 45-day notice pursuant to Section 103.4 $ 1,039.20

15. For processing and recording a Notice of Violation pursuant to Section 103.4 $ 825.80

16. For processing and recording a Rescission of Notice of Violation pursuant to Section 103.4 $ 710.40

17. For investigation of alternate materials and methods of construction

For the initial filing fee	$	515.20
For each hour or fraction thereof, in excess of two	$	257.60

18. Preliminary plan review for conceptual approval, code application/interpretation prior to submittal of permit application (two staff-hour minimum). . . . . $ 515.20
(exception: no fee for 15 minutes or less)
Additional fee beyond minimum, per hour or fraction thereof. . . . . $ 257.60

19. Review of drawings and data which are sufficient to determine nature and scope of work in lieu of submittal of plans and specifications as defined in Section 107.2 (including pedestrian protection, underground tanks, etc.). . . . . $ 192.60

20. Minimum Plan Check fee for plans to be "standardized". . . . . $ 354.20

21. Plan maintenance fee, 2% of building permit fee (Based on valuation of work)
$ 23.20 minimum, $ 991.00 maximum

22. Investigation fee for work done without a required permit shall be equal to the permit fee, but not less than. . . . . $ 792.20
Exception: One or two family dwellings, when work is performed by owner-builder. . . . . $ 396.00

23. Noncompliance fee, when person fails to comply with written order:
Group R-3 occupancy. . . . . $ 238.00
All other occupancies. . . . . $ 476.20

24. Request for hearing before Building Board of Appeals. . . . . $ 1,011.40
Exception:
a) Regarding the unsafe condition of building or structure per Sec. 102.4.1.
b) Regarding the initial determination as a welded steel moment frame building in a high earthquake damaged area.
c) Regarding the initial determination as a pre-April 13, 1975 Concrete Tilt-up Building.
d) Regarding initial determination as an unreinforced masonry building (URM)/potentially earthquake hazardous building.

BUILDING PERMIT AND PLAN CHECKING FEES FOR CITY OF IRWINDALE

(Table is for reference only - for actual fees please input valuation into DAPTS)

Note:

1. A permit issuance fee of $ 65.00 shall be added to all building permit fees.
2. A combined building permit for one-family or two-family dwelling and attached garage(s) shall be 1.6 times the building permit fee. Sections 106.5.6 & 107.1
3. Minimum plan check fee for Standard Plan is $ 354.20.

Valuation Not Over	Including Energy & Disabled Access Check			Including Energy Check Only			Including Disabled Access Check Only			Without Energy & Disabled Acces	
	P. C. Fee	Permit Fee		P. C. Fee	Permit Fee		P. C. Fee	Permit Fee		P. C. Fee	Permit
		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others		R- Occup.
100	192.60	118.49	118.49	192.60	113.36	113.36	192.60	108.23	108.23	192.60	103.10
200	192.60	118.49	118.49	192.60	113.36	113.36	192.60	108.23	108.23	192.60	103.10
300	192.60	118.49	118.49	192.60	113.36	113.36	192.60	108.23	108.23	192.60	103.10
400	192.60	118.49	118.49	192.60	113.36	113.36	192.60	108.23	108.23	192.60	103.10
500	192.60	118.49	118.49	192.60	113.36	113.36	192.60	108.23	108.23	192.60	103.10
600	192.60	118.49	118.49	192.60	113.36	113.36	192.60	108.23	108.23	192.60	103.10
700	192.60	118.49	118.49	192.60	113.36	113.36	192.60	108.23	108.23	192.60	103.10
800	192.60	177.60	177.60	192.60	169.90	169.90	192.60	162.20	162.20	192.60	154.50
900	192.60	177.60	177.60	192.60	169.90	169.90	192.60	162.20	162.20	192.60	154.50
1,000	192.60	177.60	177.60	192.60	169.90	169.90	192.60	162.20	162.20	192.60	154.50
2,000	192.60	223.37	224.49	192.60	213.68	214.80	192.60	203.99	205.11	192.60	194.30
3,000	228.34	269.14	269.48	218.42	257.46	257.80	208.49	245.78	246.12	198.56	234.10
4,000	267.25	315.95	315.53	255.63	302.28	301.86	244.01	288.61	288.19	232.39	274.94
5,000	306.15	360.83	361.58	292.84	345.17	345.92	279.53	329.51	330.26	266.22	313.85
6,000	345.06	406.73	407.63	330.06	389.08	389.98	315.05	371.43	372.33	300.05	353.78
7,000	383.96	452.63	453.68	367.27	432.99	434.04	350.57	413.35	414.40	333.88	393.71
8,000	422.87	498.53	499.73	404.48	476.90	478.10	386.10	455.27	456.47	367.71	433.64
9,000	461.77	544.43	545.78	441.69	520.81	522.16	421.62	497.19	498.54	401.54	473.57
10,000	500.68	590.33	591.83	478.91	564.72	566.22	457.14	539.11	540.61	435.37	513.50
11,000	539.58	636.23	637.88	516.12	608.63	610.28	492.66	581.03	582.68	469.20	553.43
12,000	578.48	682.13	683.93	553.33	652.54	654.34	528.18	622.95	624.75	503.03	593.36
13,000	617.39	728.03	729.98	590.55	696.45	698.40	563.70	664.87	666.82	536.86	633.29
14,000	656.29	773.93	776.03	627.76	740.36	742.46	599.22	706.79	708.89	570.69	673.22
15,000	695.20	819.83	822.08	664.97	784.27	786.52	634.75	748.71	750.96	604.52	713.15

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
16,000	734.10	865.73	868.13	702.19	828.18	830.58	670.27	790.63	793.03	638.35	753.08
17,000	773.01	911.63	914.18	739.40	872.09	874.64	705.79	832.55	835.10	672.18	793.01
18,000	811.91	957.53	960.23	776.61	916.00	918.70	741.31	874.47	877.17	706.01	832.94
19,000	850.82	1,003.43	1,006.28	813.82	959.91	962.76	776.83	916.39	919.24	739.84	872.87
20,000	889.72	1,049.33	1,052.33	851.04	1,003.82	1,006.82	812.35	958.31	961.31	773.67	912.80
21,000	928.63	1,095.23	1,098.38	888.25	1,047.73	1,050.88	847.88	1,000.23	1,003.38	807.50	952.73
22,000	967.53	1,141.13	1,144.43	925.46	1,091.64	1,094.94	883.40	1,042.15	1,045.45	841.33	992.66
23,000	1,006.43	1,187.03	1,190.48	962.68	1,135.55	1,139.00	918.92	1,084.07	1,087.52	875.16	1,032.59
24,000	1,045.34	1,232.93	1,236.53	999.89	1,179.46	1,183.06	954.44	1,125.99	1,129.59	908.99	1,072.52
25,000	1,084.24	1,278.83	1,282.58	1,037.10	1,223.37	1,227.12	989.96	1,167.91	1,171.66	942.82	1,112.45
26,000	1,113.57	1,313.46	1,317.36	1,065.15	1,256.50	1,260.40	1,016.74	1,199.54	1,203.44	968.32	1,142.58
27,000	1,143.48	1,348.78	1,352.83	1,093.76	1,290.29	1,294.34	1,044.05	1,231.80	1,235.85	994.33	1,173.31
28,000	1,173.39	1,384.10	1,388.30	1,122.37	1,324.08	1,328.28	1,071.36	1,264.06	1,268.26	1,020.34	1,204.04
29,000	1,203.30	1,419.42	1,423.77	1,150.99	1,357.87	1,362.22	1,098.67	1,296.32	1,300.67	1,046.35	1,234.77
30,000	1,233.21	1,454.74	1,459.24	1,179.60	1,391.66	1,396.16	1,125.98	1,328.58	1,333.08	1,072.36	1,265.50
31,000	1,263.13	1,490.06	1,494.71	1,208.21	1,425.45	1,430.10	1,153.29	1,360.84	1,365.49	1,098.37	1,296.23
32,000	1,293.04	1,525.38	1,530.18	1,236.82	1,459.24	1,464.04	1,180.60	1,393.10	1,397.90	1,124.38	1,326.96
33,000	1,322.95	1,560.70	1,565.65	1,265.43	1,493.03	1,497.98	1,207.91	1,425.36	1,430.31	1,150.39	1,357.69
34,000	1,352.86	1,596.02	1,601.12	1,294.04	1,526.82	1,531.92	1,235.22	1,457.62	1,462.72	1,176.40	1,388.42
35,000	1,382.77	1,631.34	1,636.59	1,322.65	1,560.61	1,565.86	1,262.53	1,489.88	1,495.13	1,202.41	1,419.15
36,000	1,412.68	1,666.66	1,672.06	1,351.26	1,594.40	1,599.80	1,289.84	1,522.14	1,527.54	1,228.42	1,449.88
37,000	1,442.59	1,701.98	1,707.53	1,379.87	1,628.19	1,633.74	1,317.15	1,554.40	1,559.95	1,254.43	1,480.61
38,000	1,472.51	1,737.30	1,743.00	1,408.48	1,661.98	1,667.68	1,344.46	1,586.66	1,592.36	1,280.44	1,511.34
39,000	1,502.42	1,772.62	1,778.47	1,437.10	1,695.77	1,701.62	1,371.77	1,618.92	1,624.77	1,306.45	1,542.07
40,000	1,532.33	1,807.94	1,813.94	1,465.71	1,729.56	1,735.56	1,399.08	1,651.18	1,657.18	1,332.46	1,572.80
41,000	1,562.24	1,843.26	1,849.41	1,494.32	1,763.35	1,769.50	1,426.39	1,683.44	1,689.59	1,358.47	1,603.53
42,000	1,592.15	1,878.58	1,884.88	1,522.93	1,797.14	1,803.44	1,453.70	1,715.70	1,722.00	1,384.48	1,634.26
43,000	1,622.06	1,913.90	1,920.35	1,551.54	1,830.93	1,837.38	1,481.01	1,747.96	1,754.41	1,410.49	1,664.99
44,000	1,651.98	1,949.22	1,955.82	1,580.15	1,864.72	1,871.32	1,508.33	1,780.22	1,786.82	1,436.50	1,695.72
45,000	1,681.89	1,984.54	1,991.29	1,608.76	1,898.51	1,905.26	1,535.64	1,812.48	1,819.23	1,462.51	1,726.45
46,000	1,711.80	2,019.86	2,026.76	1,637.37	1,932.30	1,939.20	1,562.95	1,844.74	1,851.64	1,488.52	1,757.18
47,000	1,741.71	2,055.18	2,062.23	1,665.98	1,966.09	1,973.14	1,590.26	1,877.00	1,884.05	1,514.53	1,787.91
48,000	1,771.62	2,090.50	2,097.70	1,694.59	1,999.88	2,007.08	1,617.57	1,909.26	1,916.46	1,540.54	1,818.64
49,000	1,801.53	2,125.82	2,133.17	1,723.21	2,033.67	2,041.02	1,644.88	1,941.52	1,948.87	1,566.55	1,849.37
50,000	1,831.44	2,161.14	2,168.64	1,751.82	2,067.46	2,074.96	1,672.19	1,973.78	1,981.28	1,592.56	1,880.10

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
51,000	1,863.12	2,198.53	2,206.18	1,782.11	2,103.23	2,110.88	1,701.11	2,007.93	2,015.58	1,620.10	1,912.63
52,000	1,885.60	2,225.11	2,232.91	1,803.62	2,128.66	2,136.46	1,721.63	2,032.21	2,040.01	1,639.65	1,935.76
53,000	1,908.08	2,251.69	2,259.64	1,825.12	2,154.09	2,162.04	1,742.16	2,056.49	2,064.44	1,659.20	1,958.89
54,000	1,930.56	2,278.27	2,286.37	1,846.63	2,179.52	2,187.62	1,762.69	2,080.77	2,088.87	1,678.75	1,982.02
55,000	1,953.05	2,304.85	2,313.10	1,868.13	2,204.95	2,213.20	1,783.22	2,105.05	2,113.30	1,698.30	2,005.15
56,000	1,975.53	2,331.43	2,339.83	1,889.64	2,230.38	2,238.78	1,803.74	2,129.33	2,137.73	1,717.85	2,028.28
57,000	1,998.01	2,358.01	2,366.56	1,911.14	2,255.81	2,264.36	1,824.27	2,153.61	2,162.16	1,737.40	2,051.41
58,000	2,020.49	2,384.59	2,393.29	1,932.65	2,281.24	2,289.94	1,844.80	2,177.89	2,186.59	1,756.95	2,074.54
59,000	2,042.98	2,411.17	2,420.02	1,954.15	2,306.67	2,315.52	1,865.33	2,202.17	2,211.02	1,776.50	2,097.67
60,000	2,065.46	2,437.75	2,446.75	1,975.66	2,332.10	2,341.10	1,885.85	2,226.45	2,235.45	1,796.05	2,120.80
61,000	2,087.94	2,464.33	2,473.48	1,997.16	2,357.53	2,366.68	1,906.38	2,250.73	2,259.88	1,815.60	2,143.93
62,000	2,110.42	2,490.91	2,500.21	2,018.67	2,382.96	2,392.26	1,926.91	2,275.01	2,284.31	1,835.15	2,167.06
63,000	2,132.91	2,517.49	2,526.94	2,040.17	2,408.39	2,417.84	1,947.44	2,299.29	2,308.74	1,854.70	2,190.19
64,000	2,155.39	2,544.07	2,553.67	2,061.68	2,433.82	2,443.42	1,967.96	2,323.57	2,333.17	1,874.25	2,213.32
65,000	2,177.87	2,570.65	2,580.40	2,083.18	2,459.25	2,469.00	1,988.49	2,347.85	2,357.60	1,893.80	2,236.45
66,000	2,200.35	2,597.23	2,607.13	2,104.69	2,484.68	2,494.58	2,009.02	2,372.13	2,382.03	1,913.35	2,259.58
67,000	2,222.84	2,623.81	2,633.86	2,126.19	2,510.11	2,520.16	2,029.55	2,396.41	2,406.46	1,932.90	2,282.71
68,000	2,245.32	2,650.39	2,660.59	2,147.70	2,535.54	2,545.74	2,050.07	2,420.69	2,430.89	1,952.45	2,305.84
69,000	2,267.80	2,676.97	2,687.32	2,169.20	2,560.97	2,571.32	2,070.60	2,444.97	2,455.32	1,972.00	2,328.97
70,000	2,290.28	2,703.55	2,714.05	2,190.71	2,586.40	2,596.90	2,091.13	2,469.25	2,479.75	1,991.55	2,352.10
71,000	2,312.77	2,730.13	2,740.78	2,212.21	2,611.83	2,622.48	2,111.66	2,493.53	2,504.18	2,011.10	2,375.23
72,000	2,335.25	2,756.71	2,767.51	2,233.72	2,637.26	2,648.06	2,132.18	2,517.81	2,528.61	2,030.65	2,398.36
73,000	2,357.73	2,783.29	2,794.24	2,255.22	2,662.69	2,673.64	2,152.71	2,542.09	2,553.04	2,050.20	2,421.49
74,000	2,380.21	2,809.87	2,820.97	2,276.73	2,688.12	2,699.22	2,173.24	2,566.37	2,577.47	2,069.75	2,444.62
75,000	2,402.70	2,836.45	2,847.70	2,298.23	2,713.55	2,724.80	2,193.77	2,590.65	2,601.90	2,089.30	2,467.75
76,000	2,425.18	2,863.03	2,874.43	2,319.74	2,738.98	2,750.38	2,214.29	2,614.93	2,626.33	2,108.85	2,490.88
77,000	2,447.66	2,889.61	2,901.16	2,341.24	2,764.41	2,775.96	2,234.82	2,639.21	2,650.76	2,128.40	2,514.01
78,000	2,470.14	2,916.19	2,927.89	2,362.75	2,789.84	2,801.54	2,255.35	2,663.49	2,675.19	2,147.95	2,537.14
79,000	2,492.63	2,942.77	2,954.62	2,384.25	2,815.27	2,827.12	2,275.88	2,687.77	2,699.62	2,167.50	2,560.27
80,000	2,515.11	2,969.35	2,981.35	2,405.76	2,840.70	2,852.70	2,296.40	2,712.05	2,724.05	2,187.05	2,583.40
81,000	2,537.59	2,995.93	3,008.08	2,427.26	2,866.13	2,878.28	2,316.93	2,736.33	2,748.48	2,206.60	2,606.53
82,000	2,560.07	3,022.51	3,034.81	2,448.77	2,891.56	2,903.86	2,337.46	2,760.61	2,772.91	2,226.15	2,629.66
83,000	2,582.56	3,049.09	3,061.54	2,470.27	2,916.99	2,929.44	2,357.99	2,784.89	2,797.34	2,245.70	2,652.79
84,000	2,605.04	3,075.67	3,088.27	2,491.78	2,942.42	2,955.02	2,378.51	2,809.17	2,821.77	2,265.25	2,675.92
85,000	2,627.52	3,102.25	3,115.00	2,513.28	2,967.85	2,980.60	2,399.04	2,833.45	2,846.20	2,284.80	2,699.05

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
86,000	2,650.00	3,128.83	3,141.73	2,534.79	2,993.28	3,006.18	2,419.57	2,857.73	2,870.63	2,304.35	2,722.18
87,000	2,672.49	3,155.41	3,168.46	2,556.29	3,018.71	3,031.76	2,440.10	2,882.01	2,895.06	2,323.90	2,745.31
88,000	2,694.97	3,181.99	3,195.19	2,577.80	3,044.14	3,057.34	2,460.62	2,906.29	2,919.49	2,343.45	2,768.44
89,000	2,717.45	3,208.57	3,221.92	2,599.30	3,069.57	3,082.92	2,481.15	2,930.57	2,943.92	2,363.00	2,791.57
90,000	2,739.93	3,235.15	3,248.65	2,620.81	3,095.00	3,108.50	2,501.68	2,954.85	2,968.35	2,382.55	2,814.70
91,000	2,762.42	3,261.73	3,275.38	2,642.31	3,120.43	3,134.08	2,522.21	2,979.13	2,992.78	2,402.10	2,837.83
92,000	2,784.90	3,288.31	3,302.11	2,663.82	3,145.86	3,159.66	2,542.73	3,003.41	3,017.21	2,421.65	2,860.96
93,000	2,807.38	3,314.89	3,328.84	2,685.32	3,171.29	3,185.24	2,563.26	3,027.69	3,041.64	2,441.20	2,884.09
94,000	2,829.86	3,341.47	3,355.57	2,706.83	3,196.72	3,210.82	2,583.79	3,051.97	3,066.07	2,460.75	2,907.22
95,000	2,852.35	3,368.05	3,382.30	2,728.33	3,222.15	3,236.40	2,604.32	3,076.25	3,090.50	2,480.30	2,930.35
96,000	2,874.83	3,394.63	3,409.03	2,749.84	3,247.58	3,261.98	2,624.84	3,100.53	3,114.93	2,499.85	2,953.48
97,000	2,897.31	3,421.21	3,435.76	2,771.34	3,273.01	3,287.56	2,645.37	3,124.81	3,139.36	2,519.40	2,976.61
98,000	2,919.79	3,447.79	3,462.49	2,792.85	3,298.44	3,313.14	2,665.90	3,149.09	3,163.79	2,538.95	2,999.74
99,000	2,942.28	3,474.37	3,489.22	2,814.35	3,323.87	3,338.72	2,686.43	3,173.37	3,188.22	2,558.50	3,022.87
100,000	2,964.76	3,500.95	3,515.95	2,835.86	3,349.30	3,364.30	2,706.95	3,197.65	3,212.65	2,578.05	3,046.00
101,000	2,978.83	3,517.64	3,532.79	2,849.32	3,365.27	3,380.42	2,719.80	3,212.90	3,228.05	2,590.29	3,060.53
102,000	2,994.08	3,535.71	3,551.01	2,863.91	3,382.56	3,397.86	2,733.73	3,229.41	3,244.71	2,603.55	3,076.26
103,000	3,009.33	3,553.78	3,569.23	2,878.49	3,399.85	3,415.30	2,747.65	3,245.92	3,261.37	2,616.81	3,091.99
104,000	3,024.58	3,571.85	3,587.45	2,893.08	3,417.14	3,432.74	2,761.57	3,262.43	3,278.03	2,630.07	3,107.72
105,000	3,039.83	3,589.92	3,605.67	2,907.66	3,434.43	3,450.18	2,775.50	3,278.94	3,294.69	2,643.33	3,123.45
106,000	3,055.08	3,607.99	3,623.89	2,922.25	3,451.72	3,467.62	2,789.42	3,295.45	3,311.35	2,656.59	3,139.18
107,000	3,070.33	3,626.06	3,642.11	2,936.84	3,469.01	3,485.06	2,803.34	3,311.96	3,328.01	2,669.85	3,154.91
108,000	3,085.58	3,644.13	3,660.33	2,951.42	3,486.30	3,502.50	2,817.27	3,328.47	3,344.67	2,683.11	3,170.64
109,000	3,100.83	3,662.20	3,678.55	2,966.01	3,503.59	3,519.94	2,831.19	3,344.98	3,361.33	2,696.37	3,186.37
110,000	3,116.07	3,680.27	3,696.77	2,980.59	3,520.88	3,537.38	2,845.11	3,361.49	3,377.99	2,709.63	3,202.10
111,000	3,131.32	3,698.34	3,714.99	2,995.18	3,538.17	3,554.82	2,859.03	3,378.00	3,394.65	2,722.89	3,217.83
112,000	3,146.57	3,716.41	3,733.21	3,009.77	3,555.46	3,572.26	2,872.96	3,394.51	3,411.31	2,736.15	3,233.56
113,000	3,161.82	3,734.48	3,751.43	3,024.35	3,572.75	3,589.70	2,886.88	3,411.02	3,427.97	2,749.41	3,249.29
114,000	3,177.07	3,752.55	3,769.65	3,038.94	3,590.04	3,607.14	2,900.80	3,427.53	3,444.63	2,762.67	3,265.02
115,000	3,192.32	3,770.62	3,787.87	3,053.52	3,607.33	3,624.58	2,914.73	3,444.04	3,461.29	2,775.93	3,280.75
116,000	3,207.57	3,788.69	3,806.09	3,068.11	3,624.62	3,642.02	2,928.65	3,460.55	3,477.95	2,789.19	3,296.48
117,000	3,222.82	3,806.76	3,824.31	3,082.70	3,641.91	3,659.46	2,942.57	3,477.06	3,494.61	2,802.45	3,312.21
118,000	3,238.07	3,824.83	3,842.53	3,097.28	3,659.20	3,676.90	2,956.50	3,493.57	3,511.27	2,815.71	3,327.94
119,000	3,253.32	3,842.90	3,860.75	3,111.87	3,676.49	3,694.34	2,970.42	3,510.08	3,527.93	2,828.97	3,343.67
120,000	3,268.56	3,860.97	3,878.97	3,126.45	3,693.78	3,711.78	2,984.34	3,526.59	3,544.59	2,842.23	3,359.40

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
121,000	3,283.81	3,879.04	3,897.19	3,141.04	3,711.07	3,729.22	2,998.26	3,543.10	3,561.25	2,855.49	3,375.13
122,000	3,299.06	3,897.11	3,915.41	3,155.63	3,728.36	3,746.66	3,012.19	3,559.61	3,577.91	2,868.75	3,390.86
123,000	3,314.31	3,915.18	3,933.63	3,170.21	3,745.65	3,764.10	3,026.11	3,576.12	3,594.57	2,882.01	3,406.59
124,000	3,329.56	3,933.25	3,951.85	3,184.80	3,762.94	3,781.54	3,040.03	3,592.63	3,611.23	2,895.27	3,422.32
125,000	3,344.81	3,951.32	3,970.07	3,199.38	3,780.23	3,798.98	3,053.96	3,609.14	3,627.89	2,908.53	3,438.05
126,000	3,360.06	3,969.39	3,988.29	3,213.97	3,797.52	3,816.42	3,067.88	3,625.65	3,644.55	2,921.79	3,453.78
127,000	3,375.31	3,987.46	4,006.51	3,228.56	3,814.81	3,833.86	3,081.80	3,642.16	3,661.21	2,935.05	3,469.51
128,000	3,390.56	4,005.53	4,024.73	3,243.14	3,832.10	3,851.30	3,095.73	3,658.67	3,677.87	2,948.31	3,485.24
129,000	3,405.81	4,023.60	4,042.95	3,257.73	3,849.39	3,868.74	3,109.65	3,675.18	3,694.53	2,961.57	3,500.97
130,000	3,421.05	4,041.67	4,061.17	3,272.31	3,866.68	3,886.18	3,123.57	3,691.69	3,711.19	2,974.83	3,516.70
131,000	3,436.30	4,059.74	4,079.39	3,286.90	3,883.97	3,903.62	3,137.49	3,708.20	3,727.85	2,988.09	3,532.43
132,000	3,451.55	4,077.81	4,097.61	3,301.49	3,901.26	3,921.06	3,151.42	3,724.71	3,744.51	3,001.35	3,548.16
133,000	3,466.80	4,095.88	4,115.83	3,316.07	3,918.55	3,938.50	3,165.34	3,741.22	3,761.17	3,014.61	3,563.89
134,000	3,482.05	4,113.95	4,134.05	3,330.66	3,935.84	3,955.94	3,179.26	3,757.73	3,777.83	3,027.87	3,579.62
135,000	3,497.30	4,132.02	4,152.27	3,345.24	3,953.13	3,973.38	3,193.19	3,774.24	3,794.49	3,041.13	3,595.35
136,000	3,512.55	4,150.09	4,170.49	3,359.83	3,970.42	3,990.82	3,207.11	3,790.75	3,811.15	3,054.39	3,611.08
137,000	3,527.80	4,168.16	4,188.71	3,374.42	3,987.71	4,008.26	3,221.03	3,807.26	3,827.81	3,067.65	3,626.81
138,000	3,543.05	4,186.23	4,206.93	3,389.00	4,005.00	4,025.70	3,234.96	3,823.77	3,844.47	3,080.91	3,642.54
139,000	3,558.30	4,204.30	4,225.15	3,403.59	4,022.29	4,043.14	3,248.88	3,840.28	3,861.13	3,094.17	3,658.27
140,000	3,573.54	4,222.37	4,243.37	3,418.17	4,039.58	4,060.58	3,262.80	3,856.79	3,877.79	3,107.43	3,674.00
141,000	3,588.79	4,240.44	4,261.59	3,432.76	4,056.87	4,078.02	3,276.72	3,873.30	3,894.45	3,120.69	3,689.73
142,000	3,604.04	4,258.51	4,279.81	3,447.35	4,074.16	4,095.46	3,290.65	3,889.81	3,911.11	3,133.95	3,705.46
143,000	3,619.29	4,276.58	4,298.03	3,461.93	4,091.45	4,112.90	3,304.57	3,906.32	3,927.77	3,147.21	3,721.19
144,000	3,634.54	4,294.65	4,316.25	3,476.52	4,108.74	4,130.34	3,318.49	3,922.83	3,944.43	3,160.47	3,736.92
145,000	3,649.79	4,312.72	4,334.47	3,491.10	4,126.03	4,147.78	3,332.42	3,939.34	3,961.09	3,173.73	3,752.65
146,000	3,665.04	4,330.79	4,352.69	3,505.69	4,143.32	4,165.22	3,346.34	3,955.85	3,977.75	3,186.99	3,768.38
147,000	3,680.29	4,348.86	4,370.91	3,520.28	4,160.61	4,182.66	3,360.26	3,972.36	3,994.41	3,200.25	3,784.11
148,000	3,695.54	4,366.93	4,389.13	3,534.86	4,177.90	4,200.10	3,374.19	3,988.87	4,011.07	3,213.51	3,799.84
149,000	3,710.79	4,385.00	4,407.35	3,549.45	4,195.19	4,217.54	3,388.11	4,005.38	4,027.73	3,226.77	3,815.57
150,000	3,726.03	4,403.07	4,425.57	3,564.03	4,212.48	4,234.98	3,402.03	4,021.89	4,044.39	3,240.03	3,831.30
151,000	3,741.28	4,421.14	4,443.79	3,578.62	4,229.77	4,252.42	3,415.95	4,038.40	4,061.05	3,253.29	3,847.03
152,000	3,756.53	4,439.21	4,462.01	3,593.21	4,247.06	4,269.86	3,429.88	4,054.91	4,077.71	3,266.55	3,862.76
153,000	3,771.78	4,457.28	4,480.23	3,607.79	4,264.35	4,287.30	3,443.80	4,071.42	4,094.37	3,279.81	3,878.49
154,000	3,787.03	4,475.35	4,498.45	3,622.38	4,281.64	4,304.74	3,457.72	4,087.93	4,111.03	3,293.07	3,894.22
155,000	3,802.28	4,493.42	4,516.67	3,636.96	4,298.93	4,322.18	3,471.65	4,104.44	4,127.69	3,306.33	3,909.95

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
156,000	3,817.53	4,511.49	4,534.89	3,651.55	4,316.22	4,339.62	3,485.57	4,120.95	4,144.35	3,319.59	3,925.68
157,000	3,832.78	4,529.56	4,553.11	3,666.14	4,333.51	4,357.06	3,499.49	4,137.46	4,161.01	3,332.85	3,941.41
158,000	3,848.03	4,547.63	4,571.33	3,680.72	4,350.80	4,374.50	3,513.42	4,153.97	4,177.67	3,346.11	3,957.14
159,000	3,863.28	4,565.70	4,589.55	3,695.31	4,368.09	4,391.94	3,527.34	4,170.48	4,194.33	3,359.37	3,972.87
160,000	3,878.52	4,583.77	4,607.77	3,709.89	4,385.38	4,409.38	3,541.26	4,186.99	4,210.99	3,372.63	3,988.60
161,000	3,893.77	4,601.84	4,625.99	3,724.48	4,402.67	4,426.82	3,555.18	4,203.50	4,227.65	3,385.89	4,004.33
162,000	3,909.02	4,619.91	4,644.21	3,739.07	4,419.96	4,444.26	3,569.11	4,220.01	4,244.31	3,399.15	4,020.06
163,000	3,924.27	4,637.98	4,662.43	3,753.65	4,437.25	4,461.70	3,583.03	4,236.52	4,260.97	3,412.41	4,035.79
164,000	3,939.52	4,656.05	4,680.65	3,768.24	4,454.54	4,479.14	3,596.95	4,253.03	4,277.63	3,425.67	4,051.52
165,000	3,954.77	4,674.12	4,698.87	3,782.82	4,471.83	4,496.58	3,610.88	4,269.54	4,294.29	3,438.93	4,067.25
166,000	3,970.02	4,692.19	4,717.09	3,797.41	4,489.12	4,514.02	3,624.80	4,286.05	4,310.95	3,452.19	4,082.98
167,000	3,985.27	4,710.26	4,735.31	3,812.00	4,506.41	4,531.46	3,638.72	4,302.56	4,327.61	3,465.45	4,098.71
168,000	4,000.52	4,728.33	4,753.53	3,826.58	4,523.70	4,548.90	3,652.65	4,319.07	4,344.27	3,478.71	4,114.44
169,000	4,015.77	4,746.40	4,771.75	3,841.17	4,540.99	4,566.34	3,666.57	4,335.58	4,360.93	3,491.97	4,130.17
170,000	4,031.01	4,764.47	4,789.97	3,855.75	4,558.28	4,583.78	3,680.49	4,352.09	4,377.59	3,505.23	4,145.90
171,000	4,046.26	4,782.54	4,808.19	3,870.34	4,575.57	4,601.22	3,694.41	4,368.60	4,394.25	3,518.49	4,161.63
172,000	4,061.51	4,800.61	4,826.41	3,884.93	4,592.86	4,618.66	3,708.34	4,385.11	4,410.91	3,531.75	4,177.36
173,000	4,076.76	4,818.68	4,844.63	3,899.51	4,610.15	4,636.10	3,722.26	4,401.62	4,427.57	3,545.01	4,193.09
174,000	4,092.01	4,836.75	4,862.85	3,914.10	4,627.44	4,653.54	3,736.18	4,418.13	4,444.23	3,558.27	4,208.82
175,000	4,107.26	4,854.82	4,881.07	3,928.68	4,644.73	4,670.98	3,750.11	4,434.64	4,460.89	3,571.53	4,224.55
176,000	4,122.51	4,872.89	4,899.29	3,943.27	4,662.02	4,688.42	3,764.03	4,451.15	4,477.55	3,584.79	4,240.28
177,000	4,137.76	4,890.96	4,917.51	3,957.86	4,679.31	4,705.86	3,777.95	4,467.66	4,494.21	3,598.05	4,256.01
178,000	4,153.01	4,909.03	4,935.73	3,972.44	4,696.60	4,723.30	3,791.88	4,484.17	4,510.87	3,611.31	4,271.74
179,000	4,168.26	4,927.10	4,953.95	3,987.03	4,713.89	4,740.74	3,805.80	4,500.68	4,527.53	3,624.57	4,287.47
180,000	4,183.50	4,945.17	4,972.17	4,001.61	4,731.18	4,758.18	3,819.72	4,517.19	4,544.19	3,637.83	4,303.20
181,000	4,198.75	4,963.24	4,990.39	4,016.20	4,748.47	4,775.62	3,833.64	4,533.70	4,560.85	3,651.09	4,318.93
182,000	4,214.00	4,981.31	5,008.61	4,030.79	4,765.76	4,793.06	3,847.57	4,550.21	4,577.51	3,664.35	4,334.66
183,000	4,229.25	4,999.38	5,026.83	4,045.37	4,783.05	4,810.50	3,861.49	4,566.72	4,594.17	3,677.61	4,350.39
184,000	4,244.50	5,017.45	5,045.05	4,059.96	4,800.34	4,827.94	3,875.41	4,583.23	4,610.83	3,690.87	4,366.12
185,000	4,259.75	5,035.52	5,063.27	4,074.54	4,817.63	4,845.38	3,889.34	4,599.74	4,627.49	3,704.13	4,381.85
186,000	4,275.00	5,053.59	5,081.49	4,089.13	4,834.92	4,862.82	3,903.26	4,616.25	4,644.15	3,717.39	4,397.58
187,000	4,290.25	5,071.66	5,099.71	4,103.72	4,852.21	4,880.26	3,917.18	4,632.76	4,660.81	3,730.65	4,413.31
188,000	4,305.50	5,089.73	5,117.93	4,118.30	4,869.50	4,897.70	3,931.11	4,649.27	4,677.47	3,743.91	4,429.04
189,000	4,320.75	5,107.80	5,136.15	4,132.89	4,886.79	4,915.14	3,945.03	4,665.78	4,694.13	3,757.17	4,444.77
190,000	4,335.99	5,125.87	5,154.37	4,147.47	4,904.08	4,932.58	3,958.95	4,682.29	4,710.79	3,770.43	4,460.50

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
191,000	4,351.24	5,143.94	5,172.59	4,162.06	4,921.37	4,950.02	3,972.87	4,698.80	4,727.45	3,783.69	4,476.23
192,000	4,366.49	5,162.01	5,190.81	4,176.65	4,938.66	4,967.46	3,986.80	4,715.31	4,744.11	3,796.95	4,491.96
193,000	4,381.74	5,180.08	5,209.03	4,191.23	4,955.95	4,984.90	4,000.72	4,731.82	4,760.77	3,810.21	4,507.69
194,000	4,396.99	5,198.15	5,227.25	4,205.82	4,973.24	5,002.34	4,014.64	4,748.33	4,777.43	3,823.47	4,523.42
195,000	4,412.24	5,216.22	5,245.47	4,220.40	4,990.53	5,019.78	4,028.57	4,764.84	4,794.09	3,836.73	4,539.15
196,000	4,427.49	5,234.29	5,263.69	4,234.99	5,007.82	5,037.22	4,042.49	4,781.35	4,810.75	3,849.99	4,554.88
197,000	4,442.74	5,252.36	5,281.91	4,249.58	5,025.11	5,054.66	4,056.41	4,797.86	4,827.41	3,863.25	4,570.61
198,000	4,457.99	5,270.43	5,300.13	4,264.16	5,042.40	5,072.10	4,070.34	4,814.37	4,844.07	3,876.51	4,586.34
199,000	4,473.24	5,288.50	5,318.35	4,278.75	5,059.69	5,089.54	4,084.26	4,830.88	4,860.73	3,889.77	4,602.07
200,000	4,488.48	5,306.57	5,336.57	4,293.33	5,076.98	5,106.98	4,098.18	4,847.39	4,877.39	3,903.03	4,617.80
201,000	4,503.73	5,324.64	5,354.79	4,307.92	5,094.27	5,124.42	4,112.10	4,863.90	4,894.05	3,916.29	4,633.53
202,000	4,518.98	5,342.71	5,373.01	4,322.51	5,111.56	5,141.86	4,126.03	4,880.41	4,910.71	3,929.55	4,649.26
203,000	4,534.23	5,360.78	5,391.23	4,337.09	5,128.85	5,159.30	4,139.95	4,896.92	4,927.37	3,942.81	4,664.99
204,000	4,549.48	5,378.85	5,409.45	4,351.68	5,146.14	5,176.74	4,153.87	4,913.43	4,944.03	3,956.07	4,680.72
205,000	4,564.73	5,396.92	5,427.67	4,366.26	5,163.43	5,194.18	4,167.80	4,929.94	4,960.69	3,969.33	4,696.45
206,000	4,579.98	5,414.99	5,445.89	4,380.85	5,180.72	5,211.62	4,181.72	4,946.45	4,977.35	3,982.59	4,712.18
207,000	4,595.23	5,433.06	5,464.11	4,395.44	5,198.01	5,229.06	4,195.64	4,962.96	4,994.01	3,995.85	4,727.91
208,000	4,610.48	5,451.13	5,482.33	4,410.02	5,215.30	5,246.50	4,209.57	4,979.47	5,010.67	4,009.11	4,743.64
209,000	4,625.73	5,469.20	5,500.55	4,424.61	5,232.59	5,263.94	4,223.49	4,995.98	5,027.33	4,022.37	4,759.37
210,000	4,640.97	5,487.27	5,518.77	4,439.19	5,249.88	5,281.38	4,237.41	5,012.49	5,043.99	4,035.63	4,775.10
211,000	4,656.22	5,505.34	5,536.99	4,453.78	5,267.17	5,298.82	4,251.33	5,029.00	5,060.65	4,048.89	4,790.83
212,000	4,671.47	5,523.41	5,555.21	4,468.37	5,284.46	5,316.26	4,265.26	5,045.51	5,077.31	4,062.15	4,806.56
213,000	4,686.72	5,541.48	5,573.43	4,482.95	5,301.75	5,333.70	4,279.18	5,062.02	5,093.97	4,075.41	4,822.29
214,000	4,701.97	5,559.55	5,591.65	4,497.54	5,319.04	5,351.14	4,293.10	5,078.53	5,110.63	4,088.67	4,838.02
215,000	4,717.22	5,577.62	5,609.87	4,512.12	5,336.33	5,368.58	4,307.03	5,095.04	5,127.29	4,101.93	4,853.75
216,000	4,732.47	5,595.69	5,628.09	4,526.71	5,353.62	5,386.02	4,320.95	5,111.55	5,143.95	4,115.19	4,869.48
217,000	4,747.72	5,613.76	5,646.31	4,541.30	5,370.91	5,403.46	4,334.87	5,128.06	5,160.61	4,128.45	4,885.21
218,000	4,762.97	5,631.83	5,664.53	4,555.88	5,388.20	5,420.90	4,348.80	5,144.57	5,177.27	4,141.71	4,900.94
219,000	4,778.22	5,649.90	5,682.75	4,570.47	5,405.49	5,438.34	4,362.72	5,161.08	5,193.93	4,154.97	4,916.67
220,000	4,793.46	5,667.97	5,700.97	4,585.05	5,422.78	5,455.78	4,376.64	5,177.59	5,210.59	4,168.23	4,932.40
221,000	4,808.71	5,686.04	5,719.19	4,599.64	5,440.07	5,473.22	4,390.56	5,194.10	5,227.25	4,181.49	4,948.13
222,000	4,823.96	5,704.11	5,737.41	4,614.23	5,457.36	5,490.66	4,404.49	5,210.61	5,243.91	4,194.75	4,963.86
223,000	4,839.21	5,722.18	5,755.63	4,628.81	5,474.65	5,508.10	4,418.41	5,227.12	5,260.57	4,208.01	4,979.59
224,000	4,854.46	5,740.25	5,773.85	4,643.40	5,491.94	5,525.54	4,432.33	5,243.63	5,277.23	4,221.27	4,995.32
225,000	4,869.71	5,758.32	5,792.07	4,657.98	5,509.23	5,542.98	4,446.26	5,260.14	5,293.89	4,234.53	5,011.05

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
226,000	4,884.96	5,776.39	5,810.29	4,672.57	5,526.52	5,560.42	4,460.18	5,276.65	5,310.55	4,247.79	5,026.78
227,000	4,900.21	5,794.46	5,828.51	4,687.16	5,543.81	5,577.86	4,474.10	5,293.16	5,327.21	4,261.05	5,042.51
228,000	4,915.46	5,812.53	5,846.73	4,701.74	5,561.10	5,595.30	4,488.03	5,309.67	5,343.87	4,274.31	5,058.24
229,000	4,930.71	5,830.60	5,864.95	4,716.33	5,578.39	5,612.74	4,501.95	5,326.18	5,360.53	4,287.57	5,073.97
230,000	4,945.95	5,848.67	5,883.17	4,730.91	5,595.68	5,630.18	4,515.87	5,342.69	5,377.19	4,300.83	5,089.70
231,000	4,961.20	5,866.74	5,901.39	4,745.50	5,612.97	5,647.62	4,529.79	5,359.20	5,393.85	4,314.09	5,105.43
232,000	4,976.45	5,884.81	5,919.61	4,760.09	5,630.26	5,665.06	4,543.72	5,375.71	5,410.51	4,327.35	5,121.16
233,000	4,991.70	5,902.88	5,937.83	4,774.67	5,647.55	5,682.50	4,557.64	5,392.22	5,427.17	4,340.61	5,136.89
234,000	5,006.95	5,920.95	5,956.05	4,789.26	5,664.84	5,699.94	4,571.56	5,408.73	5,443.83	4,353.87	5,152.62
235,000	5,022.20	5,939.02	5,974.27	4,803.84	5,682.13	5,717.38	4,585.49	5,425.24	5,460.49	4,367.13	5,168.35
236,000	5,037.45	5,957.09	5,992.49	4,818.43	5,699.42	5,734.82	4,599.41	5,441.75	5,477.15	4,380.39	5,184.08
237,000	5,052.70	5,975.16	6,010.71	4,833.02	5,716.71	5,752.26	4,613.33	5,458.26	5,493.81	4,393.65	5,199.81
238,000	5,067.95	5,993.23	6,028.93	4,847.60	5,734.00	5,769.70	4,627.26	5,474.77	5,510.47	4,406.91	5,215.54
239,000	5,083.20	6,011.30	6,047.15	4,862.19	5,751.29	5,787.14	4,641.18	5,491.28	5,527.13	4,420.17	5,231.27
240,000	5,098.44	6,029.37	6,065.37	4,876.77	5,768.58	5,804.58	4,655.10	5,507.79	5,543.79	4,433.43	5,247.00
241,000	5,113.69	6,047.44	6,083.59	4,891.36	5,785.87	5,822.02	4,669.02	5,524.30	5,560.45	4,446.69	5,262.73
242,000	5,128.94	6,065.51	6,101.81	4,905.95	5,803.16	5,839.46	4,682.95	5,540.81	5,577.11	4,459.95	5,278.46
243,000	5,144.19	6,083.58	6,120.03	4,920.53	5,820.45	5,856.90	4,696.87	5,557.32	5,593.77	4,473.21	5,294.19
244,000	5,159.44	6,101.65	6,138.25	4,935.12	5,837.74	5,874.34	4,710.79	5,573.83	5,610.43	4,486.47	5,309.92
245,000	5,174.69	6,119.72	6,156.47	4,949.70	5,855.03	5,891.78	4,724.72	5,590.34	5,627.09	4,499.73	5,325.65
246,000	5,189.94	6,137.79	6,174.69	4,964.29	5,872.32	5,909.22	4,738.64	5,606.85	5,643.75	4,512.99	5,341.38
247,000	5,205.19	6,155.86	6,192.91	4,978.88	5,889.61	5,926.66	4,752.56	5,623.36	5,660.41	4,526.25	5,357.11
248,000	5,220.44	6,173.93	6,211.13	4,993.46	5,906.90	5,944.10	4,766.49	5,639.87	5,677.07	4,539.51	5,372.84
249,000	5,235.69	6,192.00	6,229.35	5,008.05	5,924.19	5,961.54	4,780.41	5,656.38	5,693.73	4,552.77	5,388.57
250,000	5,250.93	6,210.07	6,247.57	5,022.63	5,941.48	5,978.98	4,794.33	5,672.89	5,710.39	4,566.03	5,404.30
251,000	5,266.18	6,228.14	6,265.79	5,037.22	5,958.77	5,996.42	4,808.25	5,689.40	5,727.05	4,579.29	5,420.03
252,000	5,281.43	6,246.21	6,284.01	5,051.81	5,976.06	6,013.86	4,822.18	5,705.91	5,743.71	4,592.55	5,435.76
253,000	5,296.68	6,264.28	6,302.23	5,066.39	5,993.35	6,031.30	4,836.10	5,722.42	5,760.37	4,605.81	5,451.49
254,000	5,311.93	6,282.35	6,320.45	5,080.98	6,010.64	6,048.74	4,850.02	5,738.93	5,777.03	4,619.07	5,467.22
255,000	5,327.18	6,300.42	6,338.67	5,095.56	6,027.93	6,066.18	4,863.95	5,755.44	5,793.69	4,632.33	5,482.95
256,000	5,342.43	6,318.49	6,356.89	5,110.15	6,045.22	6,083.62	4,877.87	5,771.95	5,810.35	4,645.59	5,498.68
257,000	5,357.68	6,336.56	6,375.11	5,124.74	6,062.51	6,101.06	4,891.79	5,788.46	5,827.01	4,658.85	5,514.41
258,000	5,372.93	6,354.63	6,393.33	5,139.32	6,079.80	6,118.50	4,905.72	5,804.97	5,843.67	4,672.11	5,530.14
259,000	5,388.18	6,372.70	6,411.55	5,153.91	6,097.09	6,135.94	4,919.64	5,821.48	5,860.33	4,685.37	5,545.87
260,000	5,403.42	6,390.77	6,429.77	5,168.49	6,114.38	6,153.38	4,933.56	5,837.99	5,876.99	4,698.63	5,561.60

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
261,000	5,418.67	6,408.84	6,447.99	5,183.08	6,131.67	6,170.82	4,947.48	5,854.50	5,893.65	4,711.89	5,577.33
262,000	5,433.92	6,426.91	6,466.21	5,197.67	6,148.96	6,188.26	4,961.41	5,871.01	5,910.31	4,725.15	5,593.06
263,000	5,449.17	6,444.98	6,484.43	5,212.25	6,166.25	6,205.70	4,975.33	5,887.52	5,926.97	4,738.41	5,608.79
264,000	5,464.42	6,463.05	6,502.65	5,226.84	6,183.54	6,223.14	4,989.25	5,904.03	5,943.63	4,751.67	5,624.52
265,000	5,479.67	6,481.12	6,520.87	5,241.42	6,200.83	6,240.58	5,003.18	5,920.54	5,960.29	4,764.93	5,640.25
266,000	5,494.92	6,499.19	6,539.09	5,256.01	6,218.12	6,258.02	5,017.10	5,937.05	5,976.95	4,778.19	5,655.98
267,000	5,510.17	6,517.26	6,557.31	5,270.60	6,235.41	6,275.46	5,031.02	5,953.56	5,993.61	4,791.45	5,671.71
268,000	5,525.42	6,535.33	6,575.53	5,285.18	6,252.70	6,292.90	5,044.95	5,970.07	6,010.27	4,804.71	5,687.44
269,000	5,540.67	6,553.40	6,593.75	5,299.77	6,269.99	6,310.34	5,058.87	5,986.58	6,026.93	4,817.97	5,703.17
270,000	5,555.91	6,571.47	6,611.97	5,314.35	6,287.28	6,327.78	5,072.79	6,003.09	6,043.59	4,831.23	5,718.90
271,000	5,571.16	6,589.54	6,630.19	5,328.94	6,304.57	6,345.22	5,086.71	6,019.60	6,060.25	4,844.49	5,734.63
272,000	5,586.41	6,607.61	6,648.41	5,343.53	6,321.86	6,362.66	5,100.64	6,036.11	6,076.91	4,857.75	5,750.36
273,000	5,601.66	6,625.68	6,666.63	5,358.11	6,339.15	6,380.10	5,114.56	6,052.62	6,093.57	4,871.01	5,766.09
274,000	5,616.91	6,643.75	6,684.85	5,372.70	6,356.44	6,397.54	5,128.48	6,069.13	6,110.23	4,884.27	5,781.82
275,000	5,632.16	6,661.82	6,703.07	5,387.28	6,373.73	6,414.98	5,142.41	6,085.64	6,126.89	4,897.53	5,797.55
276,000	5,647.41	6,679.89	6,721.29	5,401.87	6,391.02	6,432.42	5,156.33	6,102.15	6,143.55	4,910.79	5,813.28
277,000	5,662.66	6,697.96	6,739.51	5,416.46	6,408.31	6,449.86	5,170.25	6,118.66	6,160.21	4,924.05	5,829.01
278,000	5,677.91	6,716.03	6,757.73	5,431.04	6,425.60	6,467.30	5,184.18	6,135.17	6,176.87	4,937.31	5,844.74
279,000	5,693.16	6,734.10	6,775.95	5,445.63	6,442.89	6,484.74	5,198.10	6,151.68	6,193.53	4,950.57	5,860.47
280,000	5,708.40	6,752.17	6,794.17	5,460.21	6,460.18	6,502.18	5,212.02	6,168.19	6,210.19	4,963.83	5,876.20
281,000	5,723.65	6,770.24	6,812.39	5,474.80	6,477.47	6,519.62	5,225.94	6,184.70	6,226.85	4,977.09	5,891.93
282,000	5,738.90	6,788.31	6,830.61	5,489.39	6,494.76	6,537.06	5,239.87	6,201.21	6,243.51	4,990.35	5,907.66
283,000	5,754.15	6,806.38	6,848.83	5,503.97	6,512.05	6,554.50	5,253.79	6,217.72	6,260.17	5,003.61	5,923.39
284,000	5,769.40	6,824.45	6,867.05	5,518.56	6,529.34	6,571.94	5,267.71	6,234.23	6,276.83	5,016.87	5,939.12
285,000	5,784.65	6,842.52	6,885.27	5,533.14	6,546.63	6,589.38	5,281.64	6,250.74	6,293.49	5,030.13	5,954.85
286,000	5,799.90	6,860.59	6,903.49	5,547.73	6,563.92	6,606.82	5,295.56	6,267.25	6,310.15	5,043.39	5,970.58
287,000	5,815.15	6,878.66	6,921.71	5,562.32	6,581.21	6,624.26	5,309.48	6,283.76	6,326.81	5,056.65	5,986.31
288,000	5,830.40	6,896.73	6,939.93	5,576.90	6,598.50	6,641.70	5,323.41	6,300.27	6,343.47	5,069.91	6,002.04
289,000	5,845.65	6,914.80	6,958.15	5,591.49	6,615.79	6,659.14	5,337.33	6,316.78	6,360.13	5,083.17	6,017.77
290,000	5,860.89	6,932.87	6,976.37	5,606.07	6,633.08	6,676.58	5,351.25	6,333.29	6,376.79	5,096.43	6,033.50
291,000	5,876.14	6,950.94	6,994.59	5,620.66	6,650.37	6,694.02	5,365.17	6,349.80	6,393.45	5,109.69	6,049.23
292,000	5,891.39	6,969.01	7,012.81	5,635.25	6,667.66	6,711.46	5,379.10	6,366.31	6,410.11	5,122.95	6,064.96
293,000	5,906.64	6,987.08	7,031.03	5,649.83	6,684.95	6,728.90	5,393.02	6,382.82	6,426.77	5,136.21	6,080.69
294,000	5,921.89	7,005.15	7,049.25	5,664.42	6,702.24	6,746.34	5,406.94	6,399.33	6,443.43	5,149.47	6,096.42
295,000	5,937.14	7,023.22	7,067.47	5,679.00	6,719.53	6,763.78	5,420.87	6,415.84	6,460.09	5,162.73	6,112.15

Valuation Not Over	Including Energy & Disabled Access Check			Including Energy Check Only			Including Disabled Access Check Only			Without Energy & Disabled Acces	
	P. C. Fee	Permit Fee		P. C. Fee	Permit Fee		P. C. Fee	Permit Fee		P. C. Fee	Permit
		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others		R- Occup.
296,000	5,952.39	7,041.29	7,085.69	5,693.59	6,736.82	6,781.22	5,434.79	6,432.35	6,476.75	5,175.99	6,127.88
297,000	5,967.64	7,059.36	7,103.91	5,708.18	6,754.11	6,798.66	5,448.71	6,448.86	6,493.41	5,189.25	6,143.61
298,000	5,982.89	7,077.43	7,122.13	5,722.76	6,771.40	6,816.10	5,462.64	6,465.37	6,510.07	5,202.51	6,159.34
299,000	5,998.14	7,095.50	7,140.35	5,737.35	6,788.69	6,833.54	5,476.56	6,481.88	6,526.73	5,215.77	6,175.07
300,000	6,013.38	7,113.57	7,158.57	5,751.93	6,805.98	6,850.98	5,490.48	6,498.39	6,543.39	5,229.03	6,190.80
301,000	6,028.63	7,131.64	7,176.79	5,766.52	6,823.27	6,868.42	5,504.40	6,514.90	6,560.05	5,242.29	6,206.53
302,000	6,043.88	7,149.71	7,195.01	5,781.11	6,840.56	6,885.86	5,518.33	6,531.41	6,576.71	5,255.55	6,222.26
303,000	6,059.13	7,167.78	7,213.23	5,795.69	6,857.85	6,903.30	5,532.25	6,547.92	6,593.37	5,268.81	6,237.99
304,000	6,074.38	7,185.85	7,231.45	5,810.28	6,875.14	6,920.74	5,546.17	6,564.43	6,610.03	5,282.07	6,253.72
305,000	6,089.63	7,203.92	7,249.67	5,824.86	6,892.43	6,938.18	5,560.10	6,580.94	6,626.69	5,295.33	6,269.45
306,000	6,104.88	7,221.99	7,267.89	5,839.45	6,909.72	6,955.62	5,574.02	6,597.45	6,643.35	5,308.59	6,285.18
307,000	6,120.13	7,240.06	7,286.11	5,854.04	6,927.01	6,973.06	5,587.94	6,613.96	6,660.01	5,321.85	6,300.91
308,000	6,135.38	7,258.13	7,304.33	5,868.62	6,944.30	6,990.50	5,601.87	6,630.47	6,676.67	5,335.11	6,316.64
309,000	6,150.63	7,276.20	7,322.55	5,883.21	6,961.59	7,007.94	5,615.79	6,646.98	6,693.33	5,348.37	6,332.37
310,000	6,165.87	7,294.27	7,340.77	5,897.79	6,978.88	7,025.38	5,629.71	6,663.49	6,709.99	5,361.63	6,348.10
311,000	6,181.12	7,312.34	7,358.99	5,912.38	6,996.17	7,042.82	5,643.63	6,680.00	6,726.65	5,374.89	6,363.83
312,000	6,196.37	7,330.41	7,377.21	5,926.97	7,013.46	7,060.26	5,657.56	6,696.51	6,743.31	5,388.15	6,379.56
313,000	6,211.62	7,348.48	7,395.43	5,941.55	7,030.75	7,077.70	5,671.48	6,713.02	6,759.97	5,401.41	6,395.29
314,000	6,226.87	7,366.55	7,413.65	5,956.14	7,048.04	7,095.14	5,685.40	6,729.53	6,776.63	5,414.67	6,411.02
315,000	6,242.12	7,384.62	7,431.87	5,970.72	7,065.33	7,112.58	5,699.33	6,746.04	6,793.29	5,427.93	6,426.75
316,000	6,257.37	7,402.69	7,450.09	5,985.31	7,082.62	7,130.02	5,713.25	6,762.55	6,809.95	5,441.19	6,442.48
317,000	6,272.62	7,420.76	7,468.31	5,999.90	7,099.91	7,147.46	5,727.17	6,779.06	6,826.61	5,454.45	6,458.21
318,000	6,287.87	7,438.83	7,486.53	6,014.48	7,117.20	7,164.90	5,741.10	6,795.57	6,843.27	5,467.71	6,473.94
319,000	6,303.12	7,456.90	7,504.75	6,029.07	7,134.49	7,182.34	5,755.02	6,812.08	6,859.93	5,480.97	6,489.67
320,000	6,318.36	7,474.97	7,522.97	6,043.65	7,151.78	7,199.78	5,768.94	6,828.59	6,876.59	5,494.23	6,505.40
321,000	6,333.61	7,493.04	7,541.19	6,058.24	7,169.07	7,217.22	5,782.86	6,845.10	6,893.25	5,507.49	6,521.13
322,000	6,348.86	7,511.11	7,559.41	6,072.83	7,186.36	7,234.66	5,796.79	6,861.61	6,909.91	5,520.75	6,536.86
323,000	6,364.11	7,529.18	7,577.63	6,087.41	7,203.65	7,252.10	5,810.71	6,878.12	6,926.57	5,534.01	6,552.59
324,000	6,379.36	7,547.25	7,595.85	6,102.00	7,220.94	7,269.54	5,824.63	6,894.63	6,943.23	5,547.27	6,568.32
325,000	6,394.61	7,565.32	7,614.07	6,116.58	7,238.23	7,286.98	5,838.56	6,911.14	6,959.89	5,560.53	6,584.05
326,000	6,409.86	7,583.39	7,632.29	6,131.17	7,255.52	7,304.42	5,852.48	6,927.65	6,976.55	5,573.79	6,599.78
327,000	6,425.11	7,601.46	7,650.51	6,145.76	7,272.81	7,321.86	5,866.40	6,944.16	6,993.21	5,587.05	6,615.51
328,000	6,440.36	7,619.53	7,668.73	6,160.34	7,290.10	7,339.30	5,880.33	6,960.67	7,009.87	5,600.31	6,631.24
329,000	6,455.61	7,637.60	7,686.95	6,174.93	7,307.39	7,356.74	5,894.25	6,977.18	7,026.53	5,613.57	6,646.97
330,000	6,470.85	7,655.67	7,705.17	6,189.51	7,324.68	7,374.18	5,908.17	6,993.69	7,043.19	5,626.83	6,662.70

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
331,000	6,486.10	7,673.74	7,723.39	6,204.10	7,341.97	7,391.62	5,922.09	7,010.20	7,059.85	5,640.09	6,678.43
332,000	6,501.35	7,691.81	7,741.61	6,218.69	7,359.26	7,409.06	5,936.02	7,026.71	7,076.51	5,653.35	6,694.16
333,000	6,516.60	7,709.88	7,759.83	6,233.27	7,376.55	7,426.50	5,949.94	7,043.22	7,093.17	5,666.61	6,709.89
334,000	6,531.85	7,727.95	7,778.05	6,247.86	7,393.84	7,443.94	5,963.86	7,059.73	7,109.83	5,679.87	6,725.62
335,000	6,547.10	7,746.02	7,796.27	6,262.44	7,411.13	7,461.38	5,977.79	7,076.24	7,126.49	5,693.13	6,741.35
336,000	6,562.35	7,764.09	7,814.49	6,277.03	7,428.42	7,478.82	5,991.71	7,092.75	7,143.15	5,706.39	6,757.08
337,000	6,577.60	7,782.16	7,832.71	6,291.62	7,445.71	7,496.26	6,005.63	7,109.26	7,159.81	5,719.65	6,772.81
338,000	6,592.85	7,800.23	7,850.93	6,306.20	7,463.00	7,513.70	6,019.56	7,125.77	7,176.47	5,732.91	6,788.54
339,000	6,608.10	7,818.30	7,869.15	6,320.79	7,480.29	7,531.14	6,033.48	7,142.28	7,193.13	5,746.17	6,804.27
340,000	6,623.34	7,836.37	7,887.37	6,335.37	7,497.58	7,548.58	6,047.40	7,158.79	7,209.79	5,759.43	6,820.00
341,000	6,638.59	7,854.44	7,905.59	6,349.96	7,514.87	7,566.02	6,061.32	7,175.30	7,226.45	5,772.69	6,835.73
342,000	6,653.84	7,872.51	7,923.81	6,364.55	7,532.16	7,583.46	6,075.25	7,191.81	7,243.11	5,785.95	6,851.46
343,000	6,669.09	7,890.58	7,942.03	6,379.13	7,549.45	7,600.90	6,089.17	7,208.32	7,259.77	5,799.21	6,867.19
344,000	6,684.34	7,908.65	7,960.25	6,393.72	7,566.74	7,618.34	6,103.09	7,224.83	7,276.43	5,812.47	6,882.92
345,000	6,699.59	7,926.72	7,978.47	6,408.30	7,584.03	7,635.78	6,117.02	7,241.34	7,293.09	5,825.73	6,898.65
346,000	6,714.84	7,944.79	7,996.69	6,422.89	7,601.32	7,653.22	6,130.94	7,257.85	7,309.75	5,838.99	6,914.38
347,000	6,730.09	7,962.86	8,014.91	6,437.48	7,618.61	7,670.66	6,144.86	7,274.36	7,326.41	5,852.25	6,930.11
348,000	6,745.34	7,980.93	8,033.13	6,452.06	7,635.90	7,688.10	6,158.79	7,290.87	7,343.07	5,865.51	6,945.84
349,000	6,760.59	7,999.00	8,051.35	6,466.65	7,653.19	7,705.54	6,172.71	7,307.38	7,359.73	5,878.77	6,961.57
350,000	6,775.83	8,017.07	8,069.57	6,481.23	7,670.48	7,722.98	6,186.63	7,323.89	7,376.39	5,892.03	6,977.30
351,000	6,791.08	8,035.14	8,087.79	6,495.82	7,687.77	7,740.42	6,200.55	7,340.40	7,393.05	5,905.29	6,993.03
352,000	6,806.33	8,053.21	8,106.01	6,510.41	7,705.06	7,757.86	6,214.48	7,356.91	7,409.71	5,918.55	7,008.76
353,000	6,821.58	8,071.28	8,124.23	6,524.99	7,722.35	7,775.30	6,228.40	7,373.42	7,426.37	5,931.81	7,024.49
354,000	6,836.83	8,089.35	8,142.45	6,539.58	7,739.64	7,792.74	6,242.32	7,389.93	7,443.03	5,945.07	7,040.22
355,000	6,852.08	8,107.42	8,160.67	6,554.16	7,756.93	7,810.18	6,256.25	7,406.44	7,459.69	5,958.33	7,055.95
356,000	6,867.33	8,125.49	8,178.89	6,568.75	7,774.22	7,827.62	6,270.17	7,422.95	7,476.35	5,971.59	7,071.68
357,000	6,882.58	8,143.56	8,197.11	6,583.34	7,791.51	7,845.06	6,284.09	7,439.46	7,493.01	5,984.85	7,087.41
358,000	6,897.83	8,161.63	8,215.33	6,597.92	7,808.80	7,862.50	6,298.02	7,455.97	7,509.67	5,998.11	7,103.14
359,000	6,913.08	8,179.70	8,233.55	6,612.51	7,826.09	7,879.94	6,311.94	7,472.48	7,526.33	6,011.37	7,118.87
360,000	6,928.32	8,197.77	8,251.77	6,627.09	7,843.38	7,897.38	6,325.86	7,488.99	7,542.99	6,024.63	7,134.60
361,000	6,943.57	8,215.84	8,269.99	6,641.68	7,860.67	7,914.82	6,339.78	7,505.50	7,559.65	6,037.89	7,150.33
362,000	6,958.82	8,233.91	8,288.21	6,656.27	7,877.96	7,932.26	6,353.71	7,522.01	7,576.31	6,051.15	7,166.06
363,000	6,974.07	8,251.98	8,306.43	6,670.85	7,895.25	7,949.70	6,367.63	7,538.52	7,592.97	6,064.41	7,181.79
364,000	6,989.32	8,270.05	8,324.65	6,685.44	7,912.54	7,967.14	6,381.55	7,555.03	7,609.63	6,077.67	7,197.52
365,000	7,004.57	8,288.12	8,342.87	6,700.02	7,929.83	7,984.58	6,395.48	7,571.54	7,626.29	6,090.93	7,213.25

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
366,000	7,019.82	8,306.19	8,361.09	6,714.61	7,947.12	8,002.02	6,409.40	7,588.05	7,642.95	6,104.19	7,228.98
367,000	7,035.07	8,324.26	8,379.31	6,729.20	7,964.41	8,019.46	6,423.32	7,604.56	7,659.61	6,117.45	7,244.71
368,000	7,050.32	8,342.33	8,397.53	6,743.78	7,981.70	8,036.90	6,437.25	7,621.07	7,676.27	6,130.71	7,260.44
369,000	7,065.57	8,360.40	8,415.75	6,758.37	7,998.99	8,054.34	6,451.17	7,637.58	7,692.93	6,143.97	7,276.17
370,000	7,080.81	8,378.47	8,433.97	6,772.95	8,016.28	8,071.78	6,465.09	7,654.09	7,709.59	6,157.23	7,291.90
371,000	7,096.06	8,396.54	8,452.19	6,787.54	8,033.57	8,089.22	6,479.01	7,670.60	7,726.25	6,170.49	7,307.63
372,000	7,111.31	8,414.61	8,470.41	6,802.13	8,050.86	8,106.66	6,492.94	7,687.11	7,742.91	6,183.75	7,323.36
373,000	7,126.56	8,432.68	8,488.63	6,816.71	8,068.15	8,124.10	6,506.86	7,703.62	7,759.57	6,197.01	7,339.09
374,000	7,141.81	8,450.75	8,506.85	6,831.30	8,085.44	8,141.54	6,520.78	7,720.13	7,776.23	6,210.27	7,354.82
375,000	7,157.06	8,468.82	8,525.07	6,845.88	8,102.73	8,158.98	6,534.71	7,736.64	7,792.89	6,223.53	7,370.55
376,000	7,172.31	8,486.89	8,543.29	6,860.47	8,120.02	8,176.42	6,548.63	7,753.15	7,809.55	6,236.79	7,386.28
377,000	7,187.56	8,504.96	8,561.51	6,875.06	8,137.31	8,193.86	6,562.55	7,769.66	7,826.21	6,250.05	7,402.01
378,000	7,202.81	8,523.03	8,579.73	6,889.64	8,154.60	8,211.30	6,576.48	7,786.17	7,842.87	6,263.31	7,417.74
379,000	7,218.06	8,541.10	8,597.95	6,904.23	8,171.89	8,228.74	6,590.40	7,802.68	7,859.53	6,276.57	7,433.47
380,000	7,233.30	8,559.17	8,616.17	6,918.81	8,189.18	8,246.18	6,604.32	7,819.19	7,876.19	6,289.83	7,449.20
381,000	7,248.55	8,577.24	8,634.39	6,933.40	8,206.47	8,263.62	6,618.24	7,835.70	7,892.85	6,303.09	7,464.93
382,000	7,263.80	8,595.31	8,652.61	6,947.99	8,223.76	8,281.06	6,632.17	7,852.21	7,909.51	6,316.35	7,480.66
383,000	7,279.05	8,613.38	8,670.83	6,962.57	8,241.05	8,298.50	6,646.09	7,868.72	7,926.17	6,329.61	7,496.39
384,000	7,294.30	8,631.45	8,689.05	6,977.16	8,258.34	8,315.94	6,660.01	7,885.23	7,942.83	6,342.87	7,512.12
385,000	7,309.55	8,649.52	8,707.27	6,991.74	8,275.63	8,333.38	6,673.94	7,901.74	7,959.49	6,356.13	7,527.85
386,000	7,324.80	8,667.59	8,725.49	7,006.33	8,292.92	8,350.82	6,687.86	7,918.25	7,976.15	6,369.39	7,543.58
387,000	7,340.05	8,685.66	8,743.71	7,020.92	8,310.21	8,368.26	6,701.78	7,934.76	7,992.81	6,382.65	7,559.31
388,000	7,355.30	8,703.73	8,761.93	7,035.50	8,327.50	8,385.70	6,715.71	7,951.27	8,009.47	6,395.91	7,575.04
389,000	7,370.55	8,721.80	8,780.15	7,050.09	8,344.79	8,403.14	6,729.63	7,967.78	8,026.13	6,409.17	7,590.77
390,000	7,385.79	8,739.87	8,798.37	7,064.67	8,362.08	8,420.58	6,743.55	7,984.29	8,042.79	6,422.43	7,606.50
391,000	7,401.04	8,757.94	8,816.59	7,079.26	8,379.37	8,438.02	6,757.47	8,000.80	8,059.45	6,435.69	7,622.23
392,000	7,416.29	8,776.01	8,834.81	7,093.85	8,396.66	8,455.46	6,771.40	8,017.31	8,076.11	6,448.95	7,637.96
393,000	7,431.54	8,794.08	8,853.03	7,108.43	8,413.95	8,472.90	6,785.32	8,033.82	8,092.77	6,462.21	7,653.69
394,000	7,446.79	8,812.15	8,871.25	7,123.02	8,431.24	8,490.34	6,799.24	8,050.33	8,109.43	6,475.47	7,669.42
395,000	7,462.04	8,830.22	8,889.47	7,137.60	8,448.53	8,507.78	6,813.17	8,066.84	8,126.09	6,488.73	7,685.15
396,000	7,477.29	8,848.29	8,907.69	7,152.19	8,465.82	8,525.22	6,827.09	8,083.35	8,142.75	6,501.99	7,700.88
397,000	7,492.54	8,866.36	8,925.91	7,166.78	8,483.11	8,542.66	6,841.01	8,099.86	8,159.41	6,515.25	7,716.61
398,000	7,507.79	8,884.43	8,944.13	7,181.36	8,500.40	8,560.10	6,854.94	8,116.37	8,176.07	6,528.51	7,732.34
399,000	7,523.04	8,902.50	8,962.35	7,195.95	8,517.69	8,577.54	6,868.86	8,132.88	8,192.73	6,541.77	7,748.07
400,000	7,538.28	8,920.57	8,980.57	7,210.53	8,534.98	8,594.98	6,882.78	8,149.39	8,209.39	6,555.03	7,763.80

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
401,000	7,553.53	8,938.64	8,998.79	7,225.12	8,552.27	8,612.42	6,896.70	8,165.90	8,226.05	6,568.29	7,779.53
402,000	7,568.78	8,956.71	9,017.01	7,239.71	8,569.56	8,629.86	6,910.63	8,182.41	8,242.71	6,581.55	7,795.26
403,000	7,584.03	8,974.78	9,035.23	7,254.29	8,586.85	8,647.30	6,924.55	8,198.92	8,259.37	6,594.81	7,810.99
404,000	7,599.28	8,992.85	9,053.45	7,268.88	8,604.14	8,664.74	6,938.47	8,215.43	8,276.03	6,608.07	7,826.72
405,000	7,614.53	9,010.92	9,071.67	7,283.46	8,621.43	8,682.18	6,952.40	8,231.94	8,292.69	6,621.33	7,842.45
406,000	7,629.78	9,028.99	9,089.89	7,298.05	8,638.72	8,699.62	6,966.32	8,248.45	8,309.35	6,634.59	7,858.18
407,000	7,645.03	9,047.06	9,108.11	7,312.64	8,656.01	8,717.06	6,980.24	8,264.96	8,326.01	6,647.85	7,873.91
408,000	7,660.28	9,065.13	9,126.33	7,327.22	8,673.30	8,734.50	6,994.17	8,281.47	8,342.67	6,661.11	7,889.64
409,000	7,675.53	9,083.20	9,144.55	7,341.81	8,690.59	8,751.94	7,008.09	8,297.98	8,359.33	6,674.37	7,905.37
410,000	7,690.77	9,101.27	9,162.77	7,356.39	8,707.88	8,769.38	7,022.01	8,314.49	8,375.99	6,687.63	7,921.10
411,000	7,706.02	9,119.34	9,180.99	7,370.98	8,725.17	8,786.82	7,035.93	8,331.00	8,392.65	6,700.89	7,936.83
412,000	7,721.27	9,137.41	9,199.21	7,385.57	8,742.46	8,804.26	7,049.86	8,347.51	8,409.31	6,714.15	7,952.56
413,000	7,736.52	9,155.48	9,217.43	7,400.15	8,759.75	8,821.70	7,063.78	8,364.02	8,425.97	6,727.41	7,968.29
414,000	7,751.77	9,173.55	9,235.65	7,414.74	8,777.04	8,839.14	7,077.70	8,380.53	8,442.63	6,740.67	7,984.02
415,000	7,767.02	9,191.62	9,253.87	7,429.32	8,794.33	8,856.58	7,091.63	8,397.04	8,459.29	6,753.93	7,999.75
416,000	7,782.27	9,209.69	9,272.09	7,443.91	8,811.62	8,874.02	7,105.55	8,413.55	8,475.95	6,767.19	8,015.48
417,000	7,797.52	9,227.76	9,290.31	7,458.50	8,828.91	8,891.46	7,119.47	8,430.06	8,492.61	6,780.45	8,031.21
418,000	7,812.77	9,245.83	9,308.53	7,473.08	8,846.20	8,908.90	7,133.40	8,446.57	8,509.27	6,793.71	8,046.94
419,000	7,828.02	9,263.90	9,326.75	7,487.67	8,863.49	8,926.34	7,147.32	8,463.08	8,525.93	6,806.97	8,062.67
420,000	7,843.26	9,281.97	9,344.97	7,502.25	8,880.78	8,943.78	7,161.24	8,479.59	8,542.59	6,820.23	8,078.40
421,000	7,858.51	9,300.04	9,363.19	7,516.84	8,898.07	8,961.22	7,175.16	8,496.10	8,559.25	6,833.49	8,094.13
422,000	7,873.76	9,318.11	9,381.41	7,531.43	8,915.36	8,978.66	7,189.09	8,512.61	8,575.91	6,846.75	8,109.86
423,000	7,889.01	9,336.18	9,399.63	7,546.01	8,932.65	8,996.10	7,203.01	8,529.12	8,592.57	6,860.01	8,125.59
424,000	7,904.26	9,354.25	9,417.85	7,560.60	8,949.94	9,013.54	7,216.93	8,545.63	8,609.23	6,873.27	8,141.32
425,000	7,919.51	9,372.32	9,436.07	7,575.18	8,967.23	9,030.98	7,230.86	8,562.14	8,625.89	6,886.53	8,157.05
426,000	7,934.76	9,390.39	9,454.29	7,589.77	8,984.52	9,048.42	7,244.78	8,578.65	8,642.55	6,899.79	8,172.78
427,000	7,950.01	9,408.46	9,472.51	7,604.36	9,001.81	9,065.86	7,258.70	8,595.16	8,659.21	6,913.05	8,188.51
428,000	7,965.26	9,426.53	9,490.73	7,618.94	9,019.10	9,083.30	7,272.63	8,611.67	8,675.87	6,926.31	8,204.24
429,000	7,980.51	9,444.60	9,508.95	7,633.53	9,036.39	9,100.74	7,286.55	8,628.18	8,692.53	6,939.57	8,219.97
430,000	7,995.75	9,462.67	9,527.17	7,648.11	9,053.68	9,118.18	7,300.47	8,644.69	8,709.19	6,952.83	8,235.70
431,000	8,011.00	9,480.74	9,545.39	7,662.70	9,070.97	9,135.62	7,314.39	8,661.20	8,725.85	6,966.09	8,251.43
432,000	8,026.25	9,498.81	9,563.61	7,677.29	9,088.26	9,153.06	7,328.32	8,677.71	8,742.51	6,979.35	8,267.16
433,000	8,041.50	9,516.88	9,581.83	7,691.87	9,105.55	9,170.50	7,342.24	8,694.22	8,759.17	6,992.61	8,282.89
434,000	8,056.75	9,534.95	9,600.05	7,706.46	9,122.84	9,187.94	7,356.16	8,710.73	8,775.83	7,005.87	8,298.62
435,000	8,072.00	9,553.02	9,618.27	7,721.04	9,140.13	9,205.38	7,370.09	8,727.24	8,792.49	7,019.13	8,314.35

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
436,000	8,087.25	9,571.09	9,636.49	7,735.63	9,157.42	9,222.82	7,384.01	8,743.75	8,809.15	7,032.39	8,330.08
437,000	8,102.50	9,589.16	9,654.71	7,750.22	9,174.71	9,240.26	7,397.93	8,760.26	8,825.81	7,045.65	8,345.81
438,000	8,117.75	9,607.23	9,672.93	7,764.80	9,192.00	9,257.70	7,411.86	8,776.77	8,842.47	7,058.91	8,361.54
439,000	8,133.00	9,625.30	9,691.15	7,779.39	9,209.29	9,275.14	7,425.78	8,793.28	8,859.13	7,072.17	8,377.27
440,000	8,148.24	9,643.37	9,709.37	7,793.97	9,226.58	9,292.58	7,439.70	8,809.79	8,875.79	7,085.43	8,393.00
441,000	8,163.49	9,661.44	9,727.59	7,808.56	9,243.87	9,310.02	7,453.62	8,826.30	8,892.45	7,098.69	8,408.73
442,000	8,178.74	9,679.51	9,745.81	7,823.15	9,261.16	9,327.46	7,467.55	8,842.81	8,909.11	7,111.95	8,424.46
443,000	8,193.99	9,697.58	9,764.03	7,837.73	9,278.45	9,344.90	7,481.47	8,859.32	8,925.77	7,125.21	8,440.19
444,000	8,209.24	9,715.65	9,782.25	7,852.32	9,295.74	9,362.34	7,495.39	8,875.83	8,942.43	7,138.47	8,455.92
445,000	8,224.49	9,733.72	9,800.47	7,866.90	9,313.03	9,379.78	7,509.32	8,892.34	8,959.09	7,151.73	8,471.65
446,000	8,239.74	9,751.79	9,818.69	7,881.49	9,330.32	9,397.22	7,523.24	8,908.85	8,975.75	7,164.99	8,487.38
447,000	8,254.99	9,769.86	9,836.91	7,896.08	9,347.61	9,414.66	7,537.16	8,925.36	8,992.41	7,178.25	8,503.11
448,000	8,270.24	9,787.93	9,855.13	7,910.66	9,364.90	9,432.10	7,551.09	8,941.87	9,009.07	7,191.51	8,518.84
449,000	8,285.49	9,806.00	9,873.35	7,925.25	9,382.19	9,449.54	7,565.01	8,958.38	9,025.73	7,204.77	8,534.57
450,000	8,300.73	9,824.07	9,891.57	7,939.83	9,399.48	9,466.98	7,578.93	8,974.89	9,042.39	7,218.03	8,550.30
451,000	8,315.98	9,842.14	9,909.79	7,954.42	9,416.77	9,484.42	7,592.85	8,991.40	9,059.05	7,231.29	8,566.03
452,000	8,331.23	9,860.21	9,928.01	7,969.01	9,434.06	9,501.86	7,606.78	9,007.91	9,075.71	7,244.55	8,581.76
453,000	8,346.48	9,878.28	9,946.23	7,983.59	9,451.35	9,519.30	7,620.70	9,024.42	9,092.37	7,257.81	8,597.49
454,000	8,361.73	9,896.35	9,964.45	7,998.18	9,468.64	9,536.74	7,634.62	9,040.93	9,109.03	7,271.07	8,613.22
455,000	8,376.98	9,914.42	9,982.67	8,012.76	9,485.93	9,554.18	7,648.55	9,057.44	9,125.69	7,284.33	8,628.95
456,000	8,392.23	9,932.49	10,000.89	8,027.35	9,503.22	9,571.62	7,662.47	9,073.95	9,142.35	7,297.59	8,644.68
457,000	8,407.48	9,950.56	10,019.11	8,041.94	9,520.51	9,589.06	7,676.39	9,090.46	9,159.01	7,310.85	8,660.41
458,000	8,422.73	9,968.63	10,037.33	8,056.52	9,537.80	9,606.50	7,690.32	9,106.97	9,175.67	7,324.11	8,676.14
459,000	8,437.98	9,986.70	10,055.55	8,071.11	9,555.09	9,623.94	7,704.24	9,123.48	9,192.33	7,337.37	8,691.87
460,000	8,453.22	10,004.77	10,073.77	8,085.69	9,572.38	9,641.38	7,718.16	9,139.99	9,208.99	7,350.63	8,707.60
461,000	8,468.47	10,022.84	10,091.99	8,100.28	9,589.67	9,658.82	7,732.08	9,156.50	9,225.65	7,363.89	8,723.33
462,000	8,483.72	10,040.91	10,110.21	8,114.87	9,606.96	9,676.26	7,746.01	9,173.01	9,242.31	7,377.15	8,739.06
463,000	8,498.97	10,058.98	10,128.43	8,129.45	9,624.25	9,693.70	7,759.93	9,189.52	9,258.97	7,390.41	8,754.79
464,000	8,514.22	10,077.05	10,146.65	8,144.04	9,641.54	9,711.14	7,773.85	9,206.03	9,275.63	7,403.67	8,770.52
465,000	8,529.47	10,095.12	10,164.87	8,158.62	9,658.83	9,728.58	7,787.78	9,222.54	9,292.29	7,416.93	8,786.25
466,000	8,544.72	10,113.19	10,183.09	8,173.21	9,676.12	9,746.02	7,801.70	9,239.05	9,308.95	7,430.19	8,801.98
467,000	8,559.97	10,131.26	10,201.31	8,187.80	9,693.41	9,763.46	7,815.62	9,255.56	9,325.61	7,443.45	8,817.71
468,000	8,575.22	10,149.33	10,219.53	8,202.38	9,710.70	9,780.90	7,829.55	9,272.07	9,342.27	7,456.71	8,833.44
469,000	8,590.47	10,167.40	10,237.75	8,216.97	9,727.99	9,798.34	7,843.47	9,288.58	9,358.93	7,469.97	8,849.17
470,000	8,605.71	10,185.47	10,255.97	8,231.55	9,745.28	9,815.78	7,857.39	9,305.09	9,375.59	7,483.23	8,864.90

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
471,000	8,620.96	10,203.54	10,274.19	8,246.14	9,762.57	9,833.22	7,871.31	9,321.60	9,392.25	7,496.49	8,880.63
472,000	8,636.21	10,221.61	10,292.41	8,260.73	9,779.86	9,850.66	7,885.24	9,338.11	9,408.91	7,509.75	8,896.36
473,000	8,651.46	10,239.68	10,310.63	8,275.31	9,797.15	9,868.10	7,899.16	9,354.62	9,425.57	7,523.01	8,912.09
474,000	8,666.71	10,257.75	10,328.85	8,289.90	9,814.44	9,885.54	7,913.08	9,371.13	9,442.23	7,536.27	8,927.82
475,000	8,681.96	10,275.82	10,347.07	8,304.48	9,831.73	9,902.98	7,927.01	9,387.64	9,458.89	7,549.53	8,943.55
476,000	8,697.21	10,293.89	10,365.29	8,319.07	9,849.02	9,920.42	7,940.93	9,404.15	9,475.55	7,562.79	8,959.28
477,000	8,712.46	10,311.96	10,383.51	8,333.66	9,866.31	9,937.86	7,954.85	9,420.66	9,492.21	7,576.05	8,975.01
478,000	8,727.71	10,330.03	10,401.73	8,348.24	9,883.60	9,955.30	7,968.78	9,437.17	9,508.87	7,589.31	8,990.74
479,000	8,742.96	10,348.10	10,419.95	8,362.83	9,900.89	9,972.74	7,982.70	9,453.68	9,525.53	7,602.57	9,006.47
480,000	8,758.20	10,366.17	10,438.17	8,377.41	9,918.18	9,990.18	7,996.62	9,470.19	9,542.19	7,615.83	9,022.20
481,000	8,773.45	10,384.24	10,456.39	8,392.00	9,935.47	10,007.62	8,010.54	9,486.70	9,558.85	7,629.09	9,037.93
482,000	8,788.70	10,402.31	10,474.61	8,406.59	9,952.76	10,025.06	8,024.47	9,503.21	9,575.51	7,642.35	9,053.66
483,000	8,803.95	10,420.38	10,492.83	8,421.17	9,970.05	10,042.50	8,038.39	9,519.72	9,592.17	7,655.61	9,069.39
484,000	8,819.20	10,438.45	10,511.05	8,435.76	9,987.34	10,059.94	8,052.31	9,536.23	9,608.83	7,668.87	9,085.12
485,000	8,834.45	10,456.52	10,529.27	8,450.34	10,004.63	10,077.38	8,066.24	9,552.74	9,625.49	7,682.13	9,100.85
486,000	8,849.70	10,474.59	10,547.49	8,464.93	10,021.92	10,094.82	8,080.16	9,569.25	9,642.15	7,695.39	9,116.58
487,000	8,864.95	10,492.66	10,565.71	8,479.52	10,039.21	10,112.26	8,094.08	9,585.76	9,658.81	7,708.65	9,132.31
488,000	8,880.20	10,510.73	10,583.93	8,494.10	10,056.50	10,129.70	8,108.01	9,602.27	9,675.47	7,721.91	9,148.04
489,000	8,895.45	10,528.80	10,602.15	8,508.69	10,073.79	10,147.14	8,121.93	9,618.78	9,692.13	7,735.17	9,163.77
490,000	8,910.69	10,546.87	10,620.37	8,523.27	10,091.08	10,164.58	8,135.85	9,635.29	9,708.79	7,748.43	9,179.50
491,000	8,925.94	10,564.94	10,638.59	8,537.86	10,108.37	10,182.02	8,149.77	9,651.80	9,725.45	7,761.69	9,195.23
492,000	8,941.19	10,583.01	10,656.81	8,552.45	10,125.66	10,199.46	8,163.70	9,668.31	9,742.11	7,774.95	9,210.96
493,000	8,956.44	10,601.08	10,675.03	8,567.03	10,142.95	10,216.90	8,177.62	9,684.82	9,758.77	7,788.21	9,226.69
494,000	8,971.69	10,619.15	10,693.25	8,581.62	10,160.24	10,234.34	8,191.54	9,701.33	9,775.43	7,801.47	9,242.42
495,000	8,986.94	10,637.22	10,711.47	8,596.20	10,177.53	10,251.78	8,205.47	9,717.84	9,792.09	7,814.73	9,258.15
496,000	9,002.19	10,655.29	10,729.69	8,610.79	10,194.82	10,269.22	8,219.39	9,734.35	9,808.75	7,827.99	9,273.88
497,000	9,017.44	10,673.36	10,747.91	8,625.38	10,212.11	10,286.66	8,233.31	9,750.86	9,825.41	7,841.25	9,289.61
498,000	9,032.69	10,691.43	10,766.13	8,639.96	10,229.40	10,304.10	8,247.24	9,767.37	9,842.07	7,854.51	9,305.34
499,000	9,047.94	10,709.50	10,784.35	8,654.55	10,246.69	10,321.54	8,261.16	9,783.88	9,858.73	7,867.77	9,321.07
500,000	9,063.18	10,727.57	10,802.57	8,669.13	10,263.98	10,338.98	8,275.08	9,800.39	9,875.39	7,881.03	9,336.80
501,000	9,078.43	10,745.64	10,820.79	8,683.72	10,281.27	10,356.42	8,289.00	9,816.90	9,892.05	7,894.29	9,352.53
502,000	9,093.68	10,763.71	10,839.01	8,698.31	10,298.56	10,373.86	8,302.93	9,833.41	9,908.71	7,907.55	9,368.26
503,000	9,108.93	10,781.78	10,857.23	8,712.89	10,315.85	10,391.30	8,316.85	9,849.92	9,925.37	7,920.81	9,383.99
504,000	9,124.18	10,799.85	10,875.45	8,727.48	10,333.14	10,408.74	8,330.77	9,866.43	9,942.03	7,934.07	9,399.72
505,000	9,139.43	10,817.92	10,893.67	8,742.06	10,350.43	10,426.18	8,344.70	9,882.94	9,958.69	7,947.33	9,415.45

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
506,000	9,154.68	10,835.99	10,911.89	8,756.65	10,367.72	10,443.62	8,358.62	9,899.45	9,975.35	7,960.59	9,431.18
507,000	9,169.93	10,854.06	10,930.11	8,771.24	10,385.01	10,461.06	8,372.54	9,915.96	9,992.01	7,973.85	9,446.91
508,000	9,185.18	10,872.13	10,948.33	8,785.82	10,402.30	10,478.50	8,386.47	9,932.47	10,008.67	7,987.11	9,462.64
509,000	9,200.43	10,890.20	10,966.55	8,800.41	10,419.59	10,495.94	8,400.39	9,948.98	10,025.33	8,000.37	9,478.37
510,000	9,215.67	10,908.27	10,984.77	8,814.99	10,436.88	10,513.38	8,414.31	9,965.49	10,041.99	8,013.63	9,494.10
511,000	9,230.92	10,926.34	11,002.99	8,829.58	10,454.17	10,530.82	8,428.23	9,982.00	10,058.65	8,026.89	9,509.83
512,000	9,246.17	10,944.41	11,021.21	8,844.17	10,471.46	10,548.26	8,442.16	9,998.51	10,075.31	8,040.15	9,525.56
513,000	9,261.42	10,962.48	11,039.43	8,858.75	10,488.75	10,565.70	8,456.08	10,015.02	10,091.97	8,053.41	9,541.29
514,000	9,276.67	10,980.55	11,057.65	8,873.34	10,506.04	10,583.14	8,470.00	10,031.53	10,108.63	8,066.67	9,557.02
515,000	9,291.92	10,998.62	11,075.87	8,887.92	10,523.33	10,600.58	8,483.93	10,048.04	10,125.29	8,079.93	9,572.75
516,000	9,307.17	11,016.69	11,094.09	8,902.51	10,540.62	10,618.02	8,497.85	10,064.55	10,141.95	8,093.19	9,588.48
517,000	9,322.42	11,034.76	11,112.31	8,917.10	10,557.91	10,635.46	8,511.77	10,081.06	10,158.61	8,106.45	9,604.21
518,000	9,337.67	11,052.83	11,130.53	8,931.68	10,575.20	10,652.90	8,525.70	10,097.57	10,175.27	8,119.71	9,619.94
519,000	9,352.92	11,070.90	11,148.75	8,946.27	10,592.49	10,670.34	8,539.62	10,114.08	10,191.93	8,132.97	9,635.67
520,000	9,368.16	11,088.97	11,166.97	8,960.85	10,609.78	10,687.78	8,553.54	10,130.59	10,208.59	8,146.23	9,651.40
521,000	9,383.41	11,107.04	11,185.19	8,975.44	10,627.07	10,705.22	8,567.46	10,147.10	10,225.25	8,159.49	9,667.13
522,000	9,398.66	11,125.11	11,203.41	8,990.03	10,644.36	10,722.66	8,581.39	10,163.61	10,241.91	8,172.75	9,682.86
523,000	9,413.91	11,143.18	11,221.63	9,004.61	10,661.65	10,740.10	8,595.31	10,180.12	10,258.57	8,186.01	9,698.59
524,000	9,429.16	11,161.25	11,239.85	9,019.20	10,678.94	10,757.54	8,609.23	10,196.63	10,275.23	8,199.27	9,714.32
525,000	9,444.41	11,179.32	11,258.07	9,033.78	10,696.23	10,774.98	8,623.16	10,213.14	10,291.89	8,212.53	9,730.05
526,000	9,459.66	11,197.39	11,276.29	9,048.37	10,713.52	10,792.42	8,637.08	10,229.65	10,308.55	8,225.79	9,745.78
527,000	9,474.91	11,215.46	11,294.51	9,062.96	10,730.81	10,809.86	8,651.00	10,246.16	10,325.21	8,239.05	9,761.51
528,000	9,490.16	11,233.53	11,312.73	9,077.54	10,748.10	10,827.30	8,664.93	10,262.67	10,341.87	8,252.31	9,777.24
529,000	9,505.41	11,251.60	11,330.95	9,092.13	10,765.39	10,844.74	8,678.85	10,279.18	10,358.53	8,265.57	9,792.97
530,000	9,520.65	11,269.67	11,349.17	9,106.71	10,782.68	10,862.18	8,692.77	10,295.69	10,375.19	8,278.83	9,808.70
531,000	9,535.90	11,287.74	11,367.39	9,121.30	10,799.97	10,879.62	8,706.69	10,312.20	10,391.85	8,292.09	9,824.43
532,000	9,551.15	11,305.81	11,385.61	9,135.89	10,817.26	10,897.06	8,720.62	10,328.71	10,408.51	8,305.35	9,840.16
533,000	9,566.40	11,323.88	11,403.83	9,150.47	10,834.55	10,914.50	8,734.54	10,345.22	10,425.17	8,318.61	9,855.89
534,000	9,581.65	11,341.95	11,422.05	9,165.06	10,851.84	10,931.94	8,748.46	10,361.73	10,441.83	8,331.87	9,871.62
535,000	9,596.90	11,360.02	11,440.27	9,179.64	10,869.13	10,949.38	8,762.39	10,378.24	10,458.49	8,345.13	9,887.35
536,000	9,612.15	11,378.09	11,458.49	9,194.23	10,886.42	10,966.82	8,776.31	10,394.75	10,475.15	8,358.39	9,903.08
537,000	9,627.40	11,396.16	11,476.71	9,208.82	10,903.71	10,984.26	8,790.23	10,411.26	10,491.81	8,371.65	9,918.81
538,000	9,642.65	11,414.23	11,494.93	9,223.40	10,921.00	11,001.70	8,804.16	10,427.77	10,508.47	8,384.91	9,934.54
539,000	9,657.90	11,432.30	11,513.15	9,237.99	10,938.29	11,019.14	8,818.08	10,444.28	10,525.13	8,398.17	9,950.27
540,000	9,673.14	11,450.37	11,531.37	9,252.57	10,955.58	11,036.58	8,832.00	10,460.79	10,541.79	8,411.43	9,966.00

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
541,000	9,688.39	11,468.44	11,549.59	9,267.16	10,972.87	11,054.02	8,845.92	10,477.30	10,558.45	8,424.69	9,981.73
542,000	9,703.64	11,486.51	11,567.81	9,281.75	10,990.16	11,071.46	8,859.85	10,493.81	10,575.11	8,437.95	9,997.46
543,000	9,718.89	11,504.58	11,586.03	9,296.33	11,007.45	11,088.90	8,873.77	10,510.32	10,591.77	8,451.21	10,013.19
544,000	9,734.14	11,522.65	11,604.25	9,310.92	11,024.74	11,106.34	8,887.69	10,526.83	10,608.43	8,464.47	10,028.92
545,000	9,749.39	11,540.72	11,622.47	9,325.50	11,042.03	11,123.78	8,901.62	10,543.34	10,625.09	8,477.73	10,044.65
546,000	9,764.64	11,558.79	11,640.69	9,340.09	11,059.32	11,141.22	8,915.54	10,559.85	10,641.75	8,490.99	10,060.38
547,000	9,779.89	11,576.86	11,658.91	9,354.68	11,076.61	11,158.66	8,929.46	10,576.36	10,658.41	8,504.25	10,076.11
548,000	9,795.14	11,594.93	11,677.13	9,369.26	11,093.90	11,176.10	8,943.39	10,592.87	10,675.07	8,517.51	10,091.84
549,000	9,810.39	11,613.00	11,695.35	9,383.85	11,111.19	11,193.54	8,957.31	10,609.38	10,691.73	8,530.77	10,107.57
550,000	9,825.63	11,631.07	11,713.57	9,398.43	11,128.48	11,210.98	8,971.23	10,625.89	10,708.39	8,544.03	10,123.30
551,000	9,840.88	11,649.14	11,731.79	9,413.02	11,145.77	11,228.42	8,985.15	10,642.40	10,725.05	8,557.29	10,139.03
552,000	9,856.13	11,667.21	11,750.01	9,427.61	11,163.06	11,245.86	8,999.08	10,658.91	10,741.71	8,570.55	10,154.76
553,000	9,871.38	11,685.28	11,768.23	9,442.19	11,180.35	11,263.30	9,013.00	10,675.42	10,758.37	8,583.81	10,170.49
554,000	9,886.63	11,703.35	11,786.45	9,456.78	11,197.64	11,280.74	9,026.92	10,691.93	10,775.03	8,597.07	10,186.22
555,000	9,901.88	11,721.42	11,804.67	9,471.36	11,214.93	11,298.18	9,040.85	10,708.44	10,791.69	8,610.33	10,201.95
556,000	9,917.13	11,739.49	11,822.89	9,485.95	11,232.22	11,315.62	9,054.77	10,724.95	10,808.35	8,623.59	10,217.68
557,000	9,932.38	11,757.56	11,841.11	9,500.54	11,249.51	11,333.06	9,068.69	10,741.46	10,825.01	8,636.85	10,233.41
558,000	9,947.63	11,775.63	11,859.33	9,515.12	11,266.80	11,350.50	9,082.62	10,757.97	10,841.67	8,650.11	10,249.14
559,000	9,962.88	11,793.70	11,877.55	9,529.71	11,284.09	11,367.94	9,096.54	10,774.48	10,858.33	8,663.37	10,264.87
560,000	9,978.12	11,811.77	11,895.77	9,544.29	11,301.38	11,385.38	9,110.46	10,790.99	10,874.99	8,676.63	10,280.60
561,000	9,993.37	11,829.84	11,913.99	9,558.88	11,318.67	11,402.82	9,124.38	10,807.50	10,891.65	8,689.89	10,296.33
562,000	10,008.62	11,847.91	11,932.21	9,573.47	11,335.96	11,420.26	9,138.31	10,824.01	10,908.31	8,703.15	10,312.06
563,000	10,023.87	11,865.98	11,950.43	9,588.05	11,353.25	11,437.70	9,152.23	10,840.52	10,924.97	8,716.41	10,327.79
564,000	10,039.12	11,884.05	11,968.65	9,602.64	11,370.54	11,455.14	9,166.15	10,857.03	10,941.63	8,729.67	10,343.52
565,000	10,054.37	11,902.12	11,986.87	9,617.22	11,387.83	11,472.58	9,180.08	10,873.54	10,958.29	8,742.93	10,359.25
566,000	10,069.62	11,920.19	12,005.09	9,631.81	11,405.12	11,490.02	9,194.00	10,890.05	10,974.95	8,756.19	10,374.98
567,000	10,084.87	11,938.26	12,023.31	9,646.40	11,422.41	11,507.46	9,207.92	10,906.56	10,991.61	8,769.45	10,390.71
568,000	10,100.12	11,956.33	12,041.53	9,660.98	11,439.70	11,524.90	9,221.85	10,923.07	11,008.27	8,782.71	10,406.44
569,000	10,115.37	11,974.40	12,059.75	9,675.57	11,456.99	11,542.34	9,235.77	10,939.58	11,024.93	8,795.97	10,422.17
570,000	10,130.61	11,992.47	12,077.97	9,690.15	11,474.28	11,559.78	9,249.69	10,956.09	11,041.59	8,809.23	10,437.90
571,000	10,145.86	12,010.54	12,096.19	9,704.74	11,491.57	11,577.22	9,263.61	10,972.60	11,058.25	8,822.49	10,453.63
572,000	10,161.11	12,028.61	12,114.41	9,719.33	11,508.86	11,594.66	9,277.54	10,989.11	11,074.91	8,835.75	10,469.36
573,000	10,176.36	12,046.68	12,132.63	9,733.91	11,526.15	11,612.10	9,291.46	11,005.62	11,091.57	8,849.01	10,485.09
574,000	10,191.61	12,064.75	12,150.85	9,748.50	11,543.44	11,629.54	9,305.38	11,022.13	11,108.23	8,862.27	10,500.82
575,000	10,206.86	12,082.82	12,169.07	9,763.08	11,560.73	11,646.98	9,319.31	11,038.64	11,124.89	8,875.53	10,516.55

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
576,000	10,222.11	12,100.89	12,187.29	9,777.67	11,578.02	11,664.42	9,333.23	11,055.15	11,141.55	8,888.79	10,532.28
577,000	10,237.36	12,118.96	12,205.51	9,792.26	11,595.31	11,681.86	9,347.15	11,071.66	11,158.21	8,902.05	10,548.01
578,000	10,252.61	12,137.03	12,223.73	9,806.84	11,612.60	11,699.30	9,361.08	11,088.17	11,174.87	8,915.31	10,563.74
579,000	10,267.86	12,155.10	12,241.95	9,821.43	11,629.89	11,716.74	9,375.00	11,104.68	11,191.53	8,928.57	10,579.47
580,000	10,283.10	12,173.17	12,260.17	9,836.01	11,647.18	11,734.18	9,388.92	11,121.19	11,208.19	8,941.83	10,595.20
581,000	10,298.35	12,191.24	12,278.39	9,850.60	11,664.47	11,751.62	9,402.84	11,137.70	11,224.85	8,955.09	10,610.93
582,000	10,313.60	12,209.31	12,296.61	9,865.19	11,681.76	11,769.06	9,416.77	11,154.21	11,241.51	8,968.35	10,626.66
583,000	10,328.85	12,227.38	12,314.83	9,879.77	11,699.05	11,786.50	9,430.69	11,170.72	11,258.17	8,981.61	10,642.39
584,000	10,344.10	12,245.45	12,333.05	9,894.36	11,716.34	11,803.94	9,444.61	11,187.23	11,274.83	8,994.87	10,658.12
585,000	10,359.35	12,263.52	12,351.27	9,908.94	11,733.63	11,821.38	9,458.54	11,203.74	11,291.49	9,008.13	10,673.85
586,000	10,374.60	12,281.59	12,369.49	9,923.53	11,750.92	11,838.82	9,472.46	11,220.25	11,308.15	9,021.39	10,689.58
587,000	10,389.85	12,299.66	12,387.71	9,938.12	11,768.21	11,856.26	9,486.38	11,236.76	11,324.81	9,034.65	10,705.31
588,000	10,405.10	12,317.73	12,405.93	9,952.70	11,785.50	11,873.70	9,500.31	11,253.27	11,341.47	9,047.91	10,721.04
589,000	10,420.35	12,335.80	12,424.15	9,967.29	11,802.79	11,891.14	9,514.23	11,269.78	11,358.13	9,061.17	10,736.77
590,000	10,435.59	12,353.87	12,442.37	9,981.87	11,820.08	11,908.58	9,528.15	11,286.29	11,374.79	9,074.43	10,752.50
591,000	10,450.84	12,371.94	12,460.59	9,996.46	11,837.37	11,926.02	9,542.07	11,302.80	11,391.45	9,087.69	10,768.23
592,000	10,466.09	12,390.01	12,478.81	10,011.05	11,854.66	11,943.46	9,556.00	11,319.31	11,408.11	9,100.95	10,783.96
593,000	10,481.34	12,408.08	12,497.03	10,025.63	11,871.95	11,960.90	9,569.92	11,335.82	11,424.77	9,114.21	10,799.69
594,000	10,496.59	12,426.15	12,515.25	10,040.22	11,889.24	11,978.34	9,583.84	11,352.33	11,441.43	9,127.47	10,815.42
595,000	10,511.84	12,444.22	12,533.47	10,054.80	11,906.53	11,995.78	9,597.77	11,368.84	11,458.09	9,140.73	10,831.15
596,000	10,527.09	12,462.29	12,551.69	10,069.39	11,923.82	12,013.22	9,611.69	11,385.35	11,474.75	9,153.99	10,846.88
597,000	10,542.34	12,480.36	12,569.91	10,083.98	11,941.11	12,030.66	9,625.61	11,401.86	11,491.41	9,167.25	10,862.61
598,000	10,557.59	12,498.43	12,588.13	10,098.56	11,958.40	12,048.10	9,639.54	11,418.37	11,508.07	9,180.51	10,878.34
599,000	10,572.84	12,516.50	12,606.35	10,113.15	11,975.69	12,065.54	9,653.46	11,434.88	11,524.73	9,193.77	10,894.07
600,000	10,588.08	12,534.57	12,624.57	10,127.73	11,992.98	12,082.98	9,667.38	11,451.39	11,541.39	9,207.03	10,909.80
601,000	10,603.33	12,552.64	12,642.79	10,142.32	12,010.27	12,100.42	9,681.30	11,467.90	11,558.05	9,220.29	10,925.53
602,000	10,618.58	12,570.71	12,661.01	10,156.91	12,027.56	12,117.86	9,695.23	11,484.41	11,574.71	9,233.55	10,941.26
603,000	10,633.83	12,588.78	12,679.23	10,171.49	12,044.85	12,135.30	9,709.15	11,500.92	11,591.37	9,246.81	10,956.99
604,000	10,649.08	12,606.85	12,697.45	10,186.08	12,062.14	12,152.74	9,723.07	11,517.43	11,608.03	9,260.07	10,972.72
605,000	10,664.33	12,624.92	12,715.67	10,200.66	12,079.43	12,170.18	9,737.00	11,533.94	11,624.69	9,273.33	10,988.45
606,000	10,679.58	12,642.99	12,733.89	10,215.25	12,096.72	12,187.62	9,750.92	11,550.45	11,641.35	9,286.59	11,004.18
607,000	10,694.83	12,661.06	12,752.11	10,229.84	12,114.01	12,205.06	9,764.84	11,566.96	11,658.01	9,299.85	11,019.91
608,000	10,710.08	12,679.13	12,770.33	10,244.42	12,131.30	12,222.50	9,778.77	11,583.47	11,674.67	9,313.11	11,035.64
609,000	10,725.33	12,697.20	12,788.55	10,259.01	12,148.59	12,239.94	9,792.69	11,599.98	11,691.33	9,326.37	11,051.37
610,000	10,740.57	12,715.27	12,806.77	10,273.59	12,165.88	12,257.38	9,806.61	11,616.49	11,707.99	9,339.63	11,067.10

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
611,000	10,755.82	12,733.34	12,824.99	10,288.18	12,183.17	12,274.82	9,820.53	11,633.00	11,724.65	9,352.89	11,082.83
612,000	10,771.07	12,751.41	12,843.21	10,302.77	12,200.46	12,292.26	9,834.46	11,649.51	11,741.31	9,366.15	11,098.56
613,000	10,786.32	12,769.48	12,861.43	10,317.35	12,217.75	12,309.70	9,848.38	11,666.02	11,757.97	9,379.41	11,114.29
614,000	10,801.57	12,787.55	12,879.65	10,331.94	12,235.04	12,327.14	9,862.30	11,682.53	11,774.63	9,392.67	11,130.02
615,000	10,816.82	12,805.62	12,897.87	10,346.52	12,252.33	12,344.58	9,876.23	11,699.04	11,791.29	9,405.93	11,145.75
616,000	10,832.07	12,823.69	12,916.09	10,361.11	12,269.62	12,362.02	9,890.15	11,715.55	11,807.95	9,419.19	11,161.48
617,000	10,847.32	12,841.76	12,934.31	10,375.70	12,286.91	12,379.46	9,904.07	11,732.06	11,824.61	9,432.45	11,177.21
618,000	10,862.57	12,859.83	12,952.53	10,390.28	12,304.20	12,396.90	9,918.00	11,748.57	11,841.27	9,445.71	11,192.94
619,000	10,877.82	12,877.90	12,970.75	10,404.87	12,321.49	12,414.34	9,931.92	11,765.08	11,857.93	9,458.97	11,208.67
620,000	10,893.06	12,895.97	12,988.97	10,419.45	12,338.78	12,431.78	9,945.84	11,781.59	11,874.59	9,472.23	11,224.40
621,000	10,908.31	12,914.04	13,007.19	10,434.04	12,356.07	12,449.22	9,959.76	11,798.10	11,891.25	9,485.49	11,240.13
622,000	10,923.56	12,932.11	13,025.41	10,448.63	12,373.36	12,466.66	9,973.69	11,814.61	11,907.91	9,498.75	11,255.86
623,000	10,938.81	12,950.18	13,043.63	10,463.21	12,390.65	12,484.10	9,987.61	11,831.12	11,924.57	9,512.01	11,271.59
624,000	10,954.06	12,968.25	13,061.85	10,477.80	12,407.94	12,501.54	10,001.53	11,847.63	11,941.23	9,525.27	11,287.32
625,000	10,969.31	12,986.32	13,080.07	10,492.38	12,425.23	12,518.98	10,015.46	11,864.14	11,957.89	9,538.53	11,303.05
626,000	10,984.56	13,004.39	13,098.29	10,506.97	12,442.52	12,536.42	10,029.38	11,880.65	11,974.55	9,551.79	11,318.78
627,000	10,999.81	13,022.46	13,116.51	10,521.56	12,459.81	12,553.86	10,043.30	11,897.16	11,991.21	9,565.05	11,334.51
628,000	11,015.06	13,040.53	13,134.73	10,536.14	12,477.10	12,571.30	10,057.23	11,913.67	12,007.87	9,578.31	11,350.24
629,000	11,030.31	13,058.60	13,152.95	10,550.73	12,494.39	12,588.74	10,071.15	11,930.18	12,024.53	9,591.57	11,365.97
630,000	11,045.55	13,076.67	13,171.17	10,565.31	12,511.68	12,606.18	10,085.07	11,946.69	12,041.19	9,604.83	11,381.70
631,000	11,060.80	13,094.74	13,189.39	10,579.90	12,528.97	12,623.62	10,098.99	11,963.20	12,057.85	9,618.09	11,397.43
632,000	11,076.05	13,112.81	13,207.61	10,594.49	12,546.26	12,641.06	10,112.92	11,979.71	12,074.51	9,631.35	11,413.16
633,000	11,091.30	13,130.88	13,225.83	10,609.07	12,563.55	12,658.50	10,126.84	11,996.22	12,091.17	9,644.61	11,428.89
634,000	11,106.55	13,148.95	13,244.05	10,623.66	12,580.84	12,675.94	10,140.76	12,012.73	12,107.83	9,657.87	11,444.62
635,000	11,121.80	13,167.02	13,262.27	10,638.24	12,598.13	12,693.38	10,154.69	12,029.24	12,124.49	9,671.13	11,460.35
636,000	11,137.05	13,185.09	13,280.49	10,652.83	12,615.42	12,710.82	10,168.61	12,045.75	12,141.15	9,684.39	11,476.08
637,000	11,152.30	13,203.16	13,298.71	10,667.42	12,632.71	12,728.26	10,182.53	12,062.26	12,157.81	9,697.65	11,491.81
638,000	11,167.55	13,221.23	13,316.93	10,682.00	12,650.00	12,745.70	10,196.46	12,078.77	12,174.47	9,710.91	11,507.54
639,000	11,182.80	13,239.30	13,335.15	10,696.59	12,667.29	12,763.14	10,210.38	12,095.28	12,191.13	9,724.17	11,523.27
640,000	11,198.04	13,257.37	13,353.37	10,711.17	12,684.58	12,780.58	10,224.30	12,111.79	12,207.79	9,737.43	11,539.00
641,000	11,213.29	13,275.44	13,371.59	10,725.76	12,701.87	12,798.02	10,238.22	12,128.30	12,224.45	9,750.69	11,554.73
642,000	11,228.54	13,293.51	13,389.81	10,740.35	12,719.16	12,815.46	10,252.15	12,144.81	12,241.11	9,763.95	11,570.46
643,000	11,243.79	13,311.58	13,408.03	10,754.93	12,736.45	12,832.90	10,266.07	12,161.32	12,257.77	9,777.21	11,586.19
644,000	11,259.04	13,329.65	13,426.25	10,769.52	12,753.74	12,850.34	10,279.99	12,177.83	12,274.43	9,790.47	11,601.92
645,000	11,274.29	13,347.72	13,444.47	10,784.10	12,771.03	12,867.78	10,293.92	12,194.34	12,291.09	9,803.73	11,617.65

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
646,000	11,289.54	13,365.79	13,462.69	10,798.69	12,788.32	12,885.22	10,307.84	12,210.85	12,307.75	9,816.99	11,633.38
647,000	11,304.79	13,383.86	13,480.91	10,813.28	12,805.61	12,902.66	10,321.76	12,227.36	12,324.41	9,830.25	11,649.11
648,000	11,320.04	13,401.93	13,499.13	10,827.86	12,822.90	12,920.10	10,335.69	12,243.87	12,341.07	9,843.51	11,664.84
649,000	11,335.29	13,420.00	13,517.35	10,842.45	12,840.19	12,937.54	10,349.61	12,260.38	12,357.73	9,856.77	11,680.57
650,000	11,350.53	13,438.07	13,535.57	10,857.03	12,857.48	12,954.98	10,363.53	12,276.89	12,374.39	9,870.03	11,696.30
651,000	11,365.78	13,456.14	13,553.79	10,871.62	12,874.77	12,972.42	10,377.45	12,293.40	12,391.05	9,883.29	11,712.03
652,000	11,381.03	13,474.21	13,572.01	10,886.21	12,892.06	12,989.86	10,391.38	12,309.91	12,407.71	9,896.55	11,727.76
653,000	11,396.28	13,492.28	13,590.23	10,900.79	12,909.35	13,007.30	10,405.30	12,326.42	12,424.37	9,909.81	11,743.49
654,000	11,411.53	13,510.35	13,608.45	10,915.38	12,926.64	13,024.74	10,419.22	12,342.93	12,441.03	9,923.07	11,759.22
655,000	11,426.78	13,528.42	13,626.67	10,929.96	12,943.93	13,042.18	10,433.15	12,359.44	12,457.69	9,936.33	11,774.95
656,000	11,442.03	13,546.49	13,644.89	10,944.55	12,961.22	13,059.62	10,447.07	12,375.95	12,474.35	9,949.59	11,790.68
657,000	11,457.28	13,564.56	13,663.11	10,959.14	12,978.51	13,077.06	10,460.99	12,392.46	12,491.01	9,962.85	11,806.41
658,000	11,472.53	13,582.63	13,681.33	10,973.72	12,995.80	13,094.50	10,474.92	12,408.97	12,507.67	9,976.11	11,822.14
659,000	11,487.78	13,600.70	13,699.55	10,988.31	13,013.09	13,111.94	10,488.84	12,425.48	12,524.33	9,989.37	11,837.87
660,000	11,503.02	13,618.77	13,717.77	11,002.89	13,030.38	13,129.38	10,502.76	12,441.99	12,540.99	10,002.63	11,853.60
661,000	11,518.27	13,636.84	13,735.99	11,017.48	13,047.67	13,146.82	10,516.68	12,458.50	12,557.65	10,015.89	11,869.33
662,000	11,533.52	13,654.91	13,754.21	11,032.07	13,064.96	13,164.26	10,530.61	12,475.01	12,574.31	10,029.15	11,885.06
663,000	11,548.77	13,672.98	13,772.43	11,046.65	13,082.25	13,181.70	10,544.53	12,491.52	12,590.97	10,042.41	11,900.79
664,000	11,564.02	13,691.05	13,790.65	11,061.24	13,099.54	13,199.14	10,558.45	12,508.03	12,607.63	10,055.67	11,916.52
665,000	11,579.27	13,709.12	13,808.87	11,075.82	13,116.83	13,216.58	10,572.38	12,524.54	12,624.29	10,068.93	11,932.25
666,000	11,594.52	13,727.19	13,827.09	11,090.41	13,134.12	13,234.02	10,586.30	12,541.05	12,640.95	10,082.19	11,947.98
667,000	11,609.77	13,745.26	13,845.31	11,105.00	13,151.41	13,251.46	10,600.22	12,557.56	12,657.61	10,095.45	11,963.71
668,000	11,625.02	13,763.33	13,863.53	11,119.58	13,168.70	13,268.90	10,614.15	12,574.07	12,674.27	10,108.71	11,979.44
669,000	11,640.27	13,781.40	13,881.75	11,134.17	13,185.99	13,286.34	10,628.07	12,590.58	12,690.93	10,121.97	11,995.17
670,000	11,655.51	13,799.47	13,899.97	11,148.75	13,203.28	13,303.78	10,641.99	12,607.09	12,707.59	10,135.23	12,010.90
671,000	11,670.76	13,817.54	13,918.19	11,163.34	13,220.57	13,321.22	10,655.91	12,623.60	12,724.25	10,148.49	12,026.63
672,000	11,686.01	13,835.61	13,936.41	11,177.93	13,237.86	13,338.66	10,669.84	12,640.11	12,740.91	10,161.75	12,042.36
673,000	11,701.26	13,853.68	13,954.63	11,192.51	13,255.15	13,356.10	10,683.76	12,656.62	12,757.57	10,175.01	12,058.09
674,000	11,716.51	13,871.75	13,972.85	11,207.10	13,272.44	13,373.54	10,697.68	12,673.13	12,774.23	10,188.27	12,073.82
675,000	11,731.76	13,889.82	13,991.07	11,221.68	13,289.73	13,390.98	10,711.61	12,689.64	12,790.89	10,201.53	12,089.55
676,000	11,747.01	13,907.89	14,009.29	11,236.27	13,307.02	13,408.42	10,725.53	12,706.15	12,807.55	10,214.79	12,105.28
677,000	11,762.26	13,925.96	14,027.51	11,250.86	13,324.31	13,425.86	10,739.45	12,722.66	12,824.21	10,228.05	12,121.01
678,000	11,777.51	13,944.03	14,045.73	11,265.44	13,341.60	13,443.30	10,753.38	12,739.17	12,840.87	10,241.31	12,136.74
679,000	11,792.76	13,962.10	14,063.95	11,280.03	13,358.89	13,460.74	10,767.30	12,755.68	12,857.53	10,254.57	12,152.47
680,000	11,808.00	13,980.17	14,082.17	11,294.61	13,376.18	13,478.18	10,781.22	12,772.19	12,874.19	10,267.83	12,168.20

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
681,000	11,823.25	13,998.24	14,100.39	11,309.20	13,393.47	13,495.62	10,795.14	12,788.70	12,890.85	10,281.09	12,183.93
682,000	11,838.50	14,016.31	14,118.61	11,323.79	13,410.76	13,513.06	10,809.07	12,805.21	12,907.51	10,294.35	12,199.66
683,000	11,853.75	14,034.38	14,136.83	11,338.37	13,428.05	13,530.50	10,822.99	12,821.72	12,924.17	10,307.61	12,215.39
684,000	11,869.00	14,052.45	14,155.05	11,352.96	13,445.34	13,547.94	10,836.91	12,838.23	12,940.83	10,320.87	12,231.12
685,000	11,884.25	14,070.52	14,173.27	11,367.54	13,462.63	13,565.38	10,850.84	12,854.74	12,957.49	10,334.13	12,246.85
686,000	11,899.50	14,088.59	14,191.49	11,382.13	13,479.92	13,582.82	10,864.76	12,871.25	12,974.15	10,347.39	12,262.58
687,000	11,914.75	14,106.66	14,209.71	11,396.72	13,497.21	13,600.26	10,878.68	12,887.76	12,990.81	10,360.65	12,278.31
688,000	11,930.00	14,124.73	14,227.93	11,411.30	13,514.50	13,617.70	10,892.61	12,904.27	13,007.47	10,373.91	12,294.04
689,000	11,945.25	14,142.80	14,246.15	11,425.89	13,531.79	13,635.14	10,906.53	12,920.78	13,024.13	10,387.17	12,309.77
690,000	11,960.49	14,160.87	14,264.37	11,440.47	13,549.08	13,652.58	10,920.45	12,937.29	13,040.79	10,400.43	12,325.50
691,000	11,975.74	14,178.94	14,282.59	11,455.06	13,566.37	13,670.02	10,934.37	12,953.80	13,057.45	10,413.69	12,341.23
692,000	11,990.99	14,197.01	14,300.81	11,469.65	13,583.66	13,687.46	10,948.30	12,970.31	13,074.11	10,426.95	12,356.96
693,000	12,006.24	14,215.08	14,319.03	11,484.23	13,600.95	13,704.90	10,962.22	12,986.82	13,090.77	10,440.21	12,372.69
694,000	12,021.49	14,233.15	14,337.25	11,498.82	13,618.24	13,722.34	10,976.14	13,003.33	13,107.43	10,453.47	12,388.42
695,000	12,036.74	14,251.22	14,355.47	11,513.40	13,635.53	13,739.78	10,990.07	13,019.84	13,124.09	10,466.73	12,404.15
696,000	12,051.99	14,269.29	14,373.69	11,527.99	13,652.82	13,757.22	11,003.99	13,036.35	13,140.75	10,479.99	12,419.88
697,000	12,067.24	14,287.36	14,391.91	11,542.58	13,670.11	13,774.66	11,017.91	13,052.86	13,157.41	10,493.25	12,435.61
698,000	12,082.49	14,305.43	14,410.13	11,557.16	13,687.40	13,792.10	11,031.84	13,069.37	13,174.07	10,506.51	12,451.34
699,000	12,097.74	14,323.50	14,428.35	11,571.75	13,704.69	13,809.54	11,045.76	13,085.88	13,190.73	10,519.77	12,467.07
700,000	12,112.98	14,341.57	14,446.57	11,586.33	13,721.98	13,826.98	11,059.68	13,102.39	13,207.39	10,533.03	12,482.80
701,000	12,128.23	14,359.64	14,464.79	11,600.92	13,739.27	13,844.42	11,073.60	13,118.90	13,224.05	10,546.29	12,498.53
702,000	12,143.48	14,377.71	14,483.01	11,615.51	13,756.56	13,861.86	11,087.53	13,135.41	13,240.71	10,559.55	12,514.26
703,000	12,158.73	14,395.78	14,501.23	11,630.09	13,773.85	13,879.30	11,101.45	13,151.92	13,257.37	10,572.81	12,529.99
704,000	12,173.98	14,413.85	14,519.45	11,644.68	13,791.14	13,896.74	11,115.37	13,168.43	13,274.03	10,586.07	12,545.72
705,000	12,189.23	14,431.92	14,537.67	11,659.26	13,808.43	13,914.18	11,129.30	13,184.94	13,290.69	10,599.33	12,561.45
706,000	12,204.48	14,449.99	14,555.89	11,673.85	13,825.72	13,931.62	11,143.22	13,201.45	13,307.35	10,612.59	12,577.18
707,000	12,219.73	14,468.06	14,574.11	11,688.44	13,843.01	13,949.06	11,157.14	13,217.96	13,324.01	10,625.85	12,592.91
708,000	12,234.98	14,486.13	14,592.33	11,703.02	13,860.30	13,966.50	11,171.07	13,234.47	13,340.67	10,639.11	12,608.64
709,000	12,250.23	14,504.20	14,610.55	11,717.61	13,877.59	13,983.94	11,184.99	13,250.98	13,357.33	10,652.37	12,624.37
710,000	12,265.47	14,522.27	14,628.77	11,732.19	13,894.88	14,001.38	11,198.91	13,267.49	13,373.99	10,665.63	12,640.10
711,000	12,280.72	14,540.34	14,646.99	11,746.78	13,912.17	14,018.82	11,212.83	13,284.00	13,390.65	10,678.89	12,655.83
712,000	12,295.97	14,558.41	14,665.21	11,761.37	13,929.46	14,036.26	11,226.76	13,300.51	13,407.31	10,692.15	12,671.56
713,000	12,311.22	14,576.48	14,683.43	11,775.95	13,946.75	14,053.70	11,240.68	13,317.02	13,423.97	10,705.41	12,687.29
714,000	12,326.47	14,594.55	14,701.65	11,790.54	13,964.04	14,071.14	11,254.60	13,333.53	13,440.63	10,718.67	12,703.02
715,000	12,341.72	14,612.62	14,719.87	11,805.12	13,981.33	14,088.58	11,268.53	13,350.04	13,457.29	10,731.93	12,718.75

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces: P. C. Fee	Permit R- Occup.
716,000	12,356.97	14,630.69	14,738.09	11,819.71	13,998.62	14,106.02	11,282.45	13,366.55	13,473.95	10,745.19	12,734.48
717,000	12,372.22	14,648.76	14,756.31	11,834.30	14,015.91	14,123.46	11,296.37	13,383.06	13,490.61	10,758.45	12,750.21
718,000	12,387.47	14,666.83	14,774.53	11,848.88	14,033.20	14,140.90	11,310.30	13,399.57	13,507.27	10,771.71	12,765.94
719,000	12,402.72	14,684.90	14,792.75	11,863.47	14,050.49	14,158.34	11,324.22	13,416.08	13,523.93	10,784.97	12,781.67
720,000	12,417.96	14,702.97	14,810.97	11,878.05	14,067.78	14,175.78	11,338.14	13,432.59	13,540.59	10,798.23	12,797.40
721,000	12,433.21	14,721.04	14,829.19	11,892.64	14,085.07	14,193.22	11,352.06	13,449.10	13,557.25	10,811.49	12,813.13
722,000	12,448.46	14,739.11	14,847.41	11,907.23	14,102.36	14,210.66	11,365.99	13,465.61	13,573.91	10,824.75	12,828.86
723,000	12,463.71	14,757.18	14,865.63	11,921.81	14,119.65	14,228.10	11,379.91	13,482.12	13,590.57	10,838.01	12,844.59
724,000	12,478.96	14,775.25	14,883.85	11,936.40	14,136.94	14,245.54	11,393.83	13,498.63	13,607.23	10,851.27	12,860.32
725,000	12,494.21	14,793.32	14,902.07	11,950.98	14,154.23	14,262.98	11,407.76	13,515.14	13,623.89	10,864.53	12,876.05
726,000	12,509.46	14,811.39	14,920.29	11,965.57	14,171.52	14,280.42	11,421.68	13,531.65	13,640.55	10,877.79	12,891.78
727,000	12,524.71	14,829.46	14,938.51	11,980.16	14,188.81	14,297.86	11,435.60	13,548.16	13,657.21	10,891.05	12,907.51
728,000	12,539.96	14,847.53	14,956.73	11,994.74	14,206.10	14,315.30	11,449.53	13,564.67	13,673.87	10,904.31	12,923.24
729,000	12,555.21	14,865.60	14,974.95	12,009.33	14,223.39	14,332.74	11,463.45	13,581.18	13,690.53	10,917.57	12,938.97
730,000	12,570.45	14,883.67	14,993.17	12,023.91	14,240.68	14,350.18	11,477.37	13,597.69	13,707.19	10,930.83	12,954.70
731,000	12,585.70	14,901.74	15,011.39	12,038.50	14,257.97	14,367.62	11,491.29	13,614.20	13,723.85	10,944.09	12,970.43
732,000	12,600.95	14,919.81	15,029.61	12,053.09	14,275.26	14,385.06	11,505.22	13,630.71	13,740.51	10,957.35	12,986.16
733,000	12,616.20	14,937.88	15,047.83	12,067.67	14,292.55	14,402.50	11,519.14	13,647.22	13,757.17	10,970.61	13,001.89
734,000	12,631.45	14,955.95	15,066.05	12,082.26	14,309.84	14,419.94	11,533.06	13,663.73	13,773.83	10,983.87	13,017.62
735,000	12,646.70	14,974.02	15,084.27	12,096.84	14,327.13	14,437.38	11,546.99	13,680.24	13,790.49	10,997.13	13,033.35
736,000	12,661.95	14,992.09	15,102.49	12,111.43	14,344.42	14,454.82	11,560.91	13,696.75	13,807.15	11,010.39	13,049.08
737,000	12,677.20	15,010.16	15,120.71	12,126.02	14,361.71	14,472.26	11,574.83	13,713.26	13,823.81	11,023.65	13,064.81
738,000	12,692.45	15,028.23	15,138.93	12,140.60	14,379.00	14,489.70	11,588.76	13,729.77	13,840.47	11,036.91	13,080.54
739,000	12,707.70	15,046.30	15,157.15	12,155.19	14,396.29	14,507.14	11,602.68	13,746.28	13,857.13	11,050.17	13,096.27
740,000	12,722.94	15,064.37	15,175.37	12,169.77	14,413.58	14,524.58	11,616.60	13,762.79	13,873.79	11,063.43	13,112.00
741,000	12,738.19	15,082.44	15,193.59	12,184.36	14,430.87	14,542.02	11,630.52	13,779.30	13,890.45	11,076.69	13,127.73
742,000	12,753.44	15,100.51	15,211.81	12,198.95	14,448.16	14,559.46	11,644.45	13,795.81	13,907.11	11,089.95	13,143.46
743,000	12,768.69	15,118.58	15,230.03	12,213.53	14,465.45	14,576.90	11,658.37	13,812.32	13,923.77	11,103.21	13,159.19
744,000	12,783.94	15,136.65	15,248.25	12,228.12	14,482.74	14,594.34	11,672.29	13,828.83	13,940.43	11,116.47	13,174.92
745,000	12,799.19	15,154.72	15,266.47	12,242.70	14,500.03	14,611.78	11,686.22	13,845.34	13,957.09	11,129.73	13,190.65
746,000	12,814.44	15,172.79	15,284.69	12,257.29	14,517.32	14,629.22	11,700.14	13,861.85	13,973.75	11,142.99	13,206.38
747,000	12,829.69	15,190.86	15,302.91	12,271.88	14,534.61	14,646.66	11,714.06	13,878.36	13,990.41	11,156.25	13,222.11
748,000	12,844.94	15,208.93	15,321.13	12,286.46	14,551.90	14,664.10	11,727.99	13,894.87	14,007.07	11,169.51	13,237.84
749,000	12,860.19	15,227.00	15,339.35	12,301.05	14,569.19	14,681.54	11,741.91	13,911.38	14,023.73	11,182.77	13,253.57
750,000	12,875.43	15,245.07	15,357.57	12,315.63	14,586.48	14,698.98	11,755.83	13,927.89	14,040.39	11,196.03	13,269.30

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
751,000	12,890.68	15,263.14	15,375.79	12,330.22	14,603.77	14,716.42	11,769.75	13,944.40	14,057.05	11,209.29	13,285.03
752,000	12,905.93	15,281.21	15,394.01	12,344.81	14,621.06	14,733.86	11,783.68	13,960.91	14,073.71	11,222.55	13,300.76
753,000	12,921.18	15,299.28	15,412.23	12,359.39	14,638.35	14,751.30	11,797.60	13,977.42	14,090.37	11,235.81	13,316.49
754,000	12,936.43	15,317.35	15,430.45	12,373.98	14,655.64	14,768.74	11,811.52	13,993.93	14,107.03	11,249.07	13,332.22
755,000	12,951.68	15,335.42	15,448.67	12,388.56	14,672.93	14,786.18	11,825.45	14,010.44	14,123.69	11,262.33	13,347.95
756,000	12,966.93	15,353.49	15,466.89	12,403.15	14,690.22	14,803.62	11,839.37	14,026.95	14,140.35	11,275.59	13,363.68
757,000	12,982.18	15,371.56	15,485.11	12,417.74	14,707.51	14,821.06	11,853.29	14,043.46	14,157.01	11,288.85	13,379.41
758,000	12,997.43	15,389.63	15,503.33	12,432.32	14,724.80	14,838.50	11,867.22	14,059.97	14,173.67	11,302.11	13,395.14
759,000	13,012.68	15,407.70	15,521.55	12,446.91	14,742.09	14,855.94	11,881.14	14,076.48	14,190.33	11,315.37	13,410.87
760,000	13,027.92	15,425.77	15,539.77	12,461.49	14,759.38	14,873.38	11,895.06	14,092.99	14,206.99	11,328.63	13,426.60
761,000	13,043.17	15,443.84	15,557.99	12,476.08	14,776.67	14,890.82	11,908.98	14,109.50	14,223.65	11,341.89	13,442.33
762,000	13,058.42	15,461.91	15,576.21	12,490.67	14,793.96	14,908.26	11,922.91	14,126.01	14,240.31	11,355.15	13,458.06
763,000	13,073.67	15,479.98	15,594.43	12,505.25	14,811.25	14,925.70	11,936.83	14,142.52	14,256.97	11,368.41	13,473.79
764,000	13,088.92	15,498.05	15,612.65	12,519.84	14,828.54	14,943.14	11,950.75	14,159.03	14,273.63	11,381.67	13,489.52
765,000	13,104.17	15,516.12	15,630.87	12,534.42	14,845.83	14,960.58	11,964.68	14,175.54	14,290.29	11,394.93	13,505.25
766,000	13,119.42	15,534.19	15,649.09	12,549.01	14,863.12	14,978.02	11,978.60	14,192.05	14,306.95	11,408.19	13,520.98
767,000	13,134.67	15,552.26	15,667.31	12,563.60	14,880.41	14,995.46	11,992.52	14,208.56	14,323.61	11,421.45	13,536.71
768,000	13,149.92	15,570.33	15,685.53	12,578.18	14,897.70	15,012.90	12,006.45	14,225.07	14,340.27	11,434.71	13,552.44
769,000	13,165.17	15,588.40	15,703.75	12,592.77	14,914.99	15,030.34	12,020.37	14,241.58	14,356.93	11,447.97	13,568.17
770,000	13,180.41	15,606.47	15,721.97	12,607.35	14,932.28	15,047.78	12,034.29	14,258.09	14,373.59	11,461.23	13,583.90
771,000	13,195.66	15,624.54	15,740.19	12,621.94	14,949.57	15,065.22	12,048.21	14,274.60	14,390.25	11,474.49	13,599.63
772,000	13,210.91	15,642.61	15,758.41	12,636.53	14,966.86	15,082.66	12,062.14	14,291.11	14,406.91	11,487.75	13,615.36
773,000	13,226.16	15,660.68	15,776.63	12,651.11	14,984.15	15,100.10	12,076.06	14,307.62	14,423.57	11,501.01	13,631.09
774,000	13,241.41	15,678.75	15,794.85	12,665.70	15,001.44	15,117.54	12,089.98	14,324.13	14,440.23	11,514.27	13,646.82
775,000	13,256.66	15,696.82	15,813.07	12,680.28	15,018.73	15,134.98	12,103.91	14,340.64	14,456.89	11,527.53	13,662.55
776,000	13,271.91	15,714.89	15,831.29	12,694.87	15,036.02	15,152.42	12,117.83	14,357.15	14,473.55	11,540.79	13,678.28
777,000	13,287.16	15,732.96	15,849.51	12,709.46	15,053.31	15,169.86	12,131.75	14,373.66	14,490.21	11,554.05	13,694.01
778,000	13,302.41	15,751.03	15,867.73	12,724.04	15,070.60	15,187.30	12,145.68	14,390.17	14,506.87	11,567.31	13,709.74
779,000	13,317.66	15,769.10	15,885.95	12,738.63	15,087.89	15,204.74	12,159.60	14,406.68	14,523.53	11,580.57	13,725.47
780,000	13,332.90	15,787.17	15,904.17	12,753.21	15,105.18	15,222.18	12,173.52	14,423.19	14,540.19	11,593.83	13,741.20
781,000	13,348.15	15,805.24	15,922.39	12,767.80	15,122.47	15,239.62	12,187.44	14,439.70	14,556.85	11,607.09	13,756.93
782,000	13,363.40	15,823.31	15,940.61	12,782.39	15,139.76	15,257.06	12,201.37	14,456.21	14,573.51	11,620.35	13,772.66
783,000	13,378.65	15,841.38	15,958.83	12,796.97	15,157.05	15,274.50	12,215.29	14,472.72	14,590.17	11,633.61	13,788.39
784,000	13,393.90	15,859.45	15,977.05	12,811.56	15,174.34	15,291.94	12,229.21	14,489.23	14,606.83	11,646.87	13,804.12
785,000	13,409.15	15,877.52	15,995.27	12,826.14	15,191.63	15,309.38	12,243.14	14,505.74	14,623.49	11,660.13	13,819.85

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces: P. C. Fee	Permit R- Occup.
786,000	13,424.40	15,895.59	16,013.49	12,840.73	15,208.92	15,326.82	12,257.06	14,522.25	14,640.15	11,673.39	13,835.58
787,000	13,439.65	15,913.66	16,031.71	12,855.32	15,226.21	15,344.26	12,270.98	14,538.76	14,656.81	11,686.65	13,851.31
788,000	13,454.90	15,931.73	16,049.93	12,869.90	15,243.50	15,361.70	12,284.91	14,555.27	14,673.47	11,699.91	13,867.04
789,000	13,470.15	15,949.80	16,068.15	12,884.49	15,260.79	15,379.14	12,298.83	14,571.78	14,690.13	11,713.17	13,882.77
790,000	13,485.39	15,967.87	16,086.37	12,899.07	15,278.08	15,396.58	12,312.75	14,588.29	14,706.79	11,726.43	13,898.50
791,000	13,500.64	15,985.94	16,104.59	12,913.66	15,295.37	15,414.02	12,326.67	14,604.80	14,723.45	11,739.69	13,914.23
792,000	13,515.89	16,004.01	16,122.81	12,928.25	15,312.66	15,431.46	12,340.60	14,621.31	14,740.11	11,752.95	13,929.96
793,000	13,531.14	16,022.08	16,141.03	12,942.83	15,329.95	15,448.90	12,354.52	14,637.82	14,756.77	11,766.21	13,945.69
794,000	13,546.39	16,040.15	16,159.25	12,957.42	15,347.24	15,466.34	12,368.44	14,654.33	14,773.43	11,779.47	13,961.42
795,000	13,561.64	16,058.22	16,177.47	12,972.00	15,364.53	15,483.78	12,382.37	14,670.84	14,790.09	11,792.73	13,977.15
796,000	13,576.89	16,076.29	16,195.69	12,986.59	15,381.82	15,501.22	12,396.29	14,687.35	14,806.75	11,805.99	13,992.88
797,000	13,592.14	16,094.36	16,213.91	13,001.18	15,399.11	15,518.66	12,410.21	14,703.86	14,823.41	11,819.25	14,008.61
798,000	13,607.39	16,112.43	16,232.13	13,015.76	15,416.40	15,536.10	12,424.14	14,720.37	14,840.07	11,832.51	14,024.34
799,000	13,622.64	16,130.50	16,250.35	13,030.35	15,433.69	15,553.54	12,438.06	14,736.88	14,856.73	11,845.77	14,040.07
800,000	13,637.88	16,148.57	16,268.57	13,044.93	15,450.98	15,570.98	12,451.98	14,753.39	14,873.39	11,859.03	14,055.80
801,000	13,653.13	16,166.64	16,286.79	13,059.52	15,468.27	15,588.42	12,465.90	14,769.90	14,890.05	11,872.29	14,071.53
802,000	13,668.38	16,184.71	16,305.01	13,074.11	15,485.56	15,605.86	12,479.83	14,786.41	14,906.71	11,885.55	14,087.26
803,000	13,683.63	16,202.78	16,323.23	13,088.69	15,502.85	15,623.30	12,493.75	14,802.92	14,923.37	11,898.81	14,102.99
804,000	13,698.88	16,220.85	16,341.45	13,103.28	15,520.14	15,640.74	12,507.67	14,819.43	14,940.03	11,912.07	14,118.72
805,000	13,714.13	16,238.92	16,359.67	13,117.86	15,537.43	15,658.18	12,521.60	14,835.94	14,956.69	11,925.33	14,134.45
806,000	13,729.38	16,256.99	16,377.89	13,132.45	15,554.72	15,675.62	12,535.52	14,852.45	14,973.35	11,938.59	14,150.18
807,000	13,744.63	16,275.06	16,396.11	13,147.04	15,572.01	15,693.06	12,549.44	14,868.96	14,990.01	11,951.85	14,165.91
808,000	13,759.88	16,293.13	16,414.33	13,161.62	15,589.30	15,710.50	12,563.37	14,885.47	15,006.67	11,965.11	14,181.64
809,000	13,775.13	16,311.20	16,432.55	13,176.21	15,606.59	15,727.94	12,577.29	14,901.98	15,023.33	11,978.37	14,197.37
810,000	13,790.37	16,329.27	16,450.77	13,190.79	15,623.88	15,745.38	12,591.21	14,918.49	15,039.99	11,991.63	14,213.10
811,000	13,805.62	16,347.34	16,468.99	13,205.38	15,641.17	15,762.82	12,605.13	14,935.00	15,056.65	12,004.89	14,228.83
812,000	13,820.87	16,365.41	16,487.21	13,219.97	15,658.46	15,780.26	12,619.06	14,951.51	15,073.31	12,018.15	14,244.56
813,000	13,836.12	16,383.48	16,505.43	13,234.55	15,675.75	15,797.70	12,632.98	14,968.02	15,089.97	12,031.41	14,260.29
814,000	13,851.37	16,401.55	16,523.65	13,249.14	15,693.04	15,815.14	12,646.90	14,984.53	15,106.63	12,044.67	14,276.02
815,000	13,866.62	16,419.62	16,541.87	13,263.72	15,710.33	15,832.58	12,660.83	15,001.04	15,123.29	12,057.93	14,291.75
816,000	13,881.87	16,437.69	16,560.09	13,278.31	15,727.62	15,850.02	12,674.75	15,017.55	15,139.95	12,071.19	14,307.48
817,000	13,897.12	16,455.76	16,578.31	13,292.90	15,744.91	15,867.46	12,688.67	15,034.06	15,156.61	12,084.45	14,323.21
818,000	13,912.37	16,473.83	16,596.53	13,307.48	15,762.20	15,884.90	12,702.60	15,050.57	15,173.27	12,097.71	14,338.94
819,000	13,927.62	16,491.90	16,614.75	13,322.07	15,779.49	15,902.34	12,716.52	15,067.08	15,189.93	12,110.97	14,354.67
820,000	13,942.86	16,509.97	16,632.97	13,336.65	15,796.78	15,919.78	12,730.44	15,083.59	15,206.59	12,124.23	14,370.40

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
821,000	13,958.11	16,528.04	16,651.19	13,351.24	15,814.07	15,937.22	12,744.36	15,100.10	15,223.25	12,137.49	14,386.13
822,000	13,973.36	16,546.11	16,669.41	13,365.83	15,831.36	15,954.66	12,758.29	15,116.61	15,239.91	12,150.75	14,401.86
823,000	13,988.61	16,564.18	16,687.63	13,380.41	15,848.65	15,972.10	12,772.21	15,133.12	15,256.57	12,164.01	14,417.59
824,000	14,003.86	16,582.25	16,705.85	13,395.00	15,865.94	15,989.54	12,786.13	15,149.63	15,273.23	12,177.27	14,433.32
825,000	14,019.11	16,600.32	16,724.07	13,409.58	15,883.23	16,006.98	12,800.06	15,166.14	15,289.89	12,190.53	14,449.05
826,000	14,034.36	16,618.39	16,742.29	13,424.17	15,900.52	16,024.42	12,813.98	15,182.65	15,306.55	12,203.79	14,464.78
827,000	14,049.61	16,636.46	16,760.51	13,438.76	15,917.81	16,041.86	12,827.90	15,199.16	15,323.21	12,217.05	14,480.51
828,000	14,064.86	16,654.53	16,778.73	13,453.34	15,935.10	16,059.30	12,841.83	15,215.67	15,339.87	12,230.31	14,496.24
829,000	14,080.11	16,672.60	16,796.95	13,467.93	15,952.39	16,076.74	12,855.75	15,232.18	15,356.53	12,243.57	14,511.97
830,000	14,095.35	16,690.67	16,815.17	13,482.51	15,969.68	16,094.18	12,869.67	15,248.69	15,373.19	12,256.83	14,527.70
831,000	14,110.60	16,708.74	16,833.39	13,497.10	15,986.97	16,111.62	12,883.59	15,265.20	15,389.85	12,270.09	14,543.43
832,000	14,125.85	16,726.81	16,851.61	13,511.69	16,004.26	16,129.06	12,897.52	15,281.71	15,406.51	12,283.35	14,559.16
833,000	14,141.10	16,744.88	16,869.83	13,526.27	16,021.55	16,146.50	12,911.44	15,298.22	15,423.17	12,296.61	14,574.89
834,000	14,156.35	16,762.95	16,888.05	13,540.86	16,038.84	16,163.94	12,925.36	15,314.73	15,439.83	12,309.87	14,590.62
835,000	14,171.60	16,781.02	16,906.27	13,555.44	16,056.13	16,181.38	12,939.29	15,331.24	15,456.49	12,323.13	14,606.35
836,000	14,186.85	16,799.09	16,924.49	13,570.03	16,073.42	16,198.82	12,953.21	15,347.75	15,473.15	12,336.39	14,622.08
837,000	14,202.10	16,817.16	16,942.71	13,584.62	16,090.71	16,216.26	12,967.13	15,364.26	15,489.81	12,349.65	14,637.81
838,000	14,217.35	16,835.23	16,960.93	13,599.20	16,108.00	16,233.70	12,981.06	15,380.77	15,506.47	12,362.91	14,653.54
839,000	14,232.60	16,853.30	16,979.15	13,613.79	16,125.29	16,251.14	12,994.98	15,397.28	15,523.13	12,376.17	14,669.27
840,000	14,247.84	16,871.37	16,997.37	13,628.37	16,142.58	16,268.58	13,008.90	15,413.79	15,539.79	12,389.43	14,685.00
841,000	14,263.09	16,889.44	17,015.59	13,642.96	16,159.87	16,286.02	13,022.82	15,430.30	15,556.45	12,402.69	14,700.73
842,000	14,278.34	16,907.51	17,033.81	13,657.55	16,177.16	16,303.46	13,036.75	15,446.81	15,573.11	12,415.95	14,716.46
843,000	14,293.59	16,925.58	17,052.03	13,672.13	16,194.45	16,320.90	13,050.67	15,463.32	15,589.77	12,429.21	14,732.19
844,000	14,308.84	16,943.65	17,070.25	13,686.72	16,211.74	16,338.34	13,064.59	15,479.83	15,606.43	12,442.47	14,747.92
845,000	14,324.09	16,961.72	17,088.47	13,701.30	16,229.03	16,355.78	13,078.52	15,496.34	15,623.09	12,455.73	14,763.65
846,000	14,339.34	16,979.79	17,106.69	13,715.89	16,246.32	16,373.22	13,092.44	15,512.85	15,639.75	12,468.99	14,779.38
847,000	14,354.59	16,997.86	17,124.91	13,730.48	16,263.61	16,390.66	13,106.36	15,529.36	15,656.41	12,482.25	14,795.11
848,000	14,369.84	17,015.93	17,143.13	13,745.06	16,280.90	16,408.10	13,120.29	15,545.87	15,673.07	12,495.51	14,810.84
849,000	14,385.09	17,034.00	17,161.35	13,759.65	16,298.19	16,425.54	13,134.21	15,562.38	15,689.73	12,508.77	14,826.57
850,000	14,400.33	17,052.07	17,179.57	13,774.23	16,315.48	16,442.98	13,148.13	15,578.89	15,706.39	12,522.03	14,842.30
851,000	14,415.58	17,070.14	17,197.79	13,788.82	16,332.77	16,460.42	13,162.05	15,595.40	15,723.05	12,535.29	14,858.03
852,000	14,430.83	17,088.21	17,216.01	13,803.41	16,350.06	16,477.86	13,175.98	15,611.91	15,739.71	12,548.55	14,873.76
853,000	14,446.08	17,106.28	17,234.23	13,817.99	16,367.35	16,495.30	13,189.90	15,628.42	15,756.37	12,561.81	14,889.49
854,000	14,461.33	17,124.35	17,252.45	13,832.58	16,384.64	16,512.74	13,203.82	15,644.93	15,773.03	12,575.07	14,905.22
855,000	14,476.58	17,142.42	17,270.67	13,847.16	16,401.93	16,530.18	13,217.75	15,661.44	15,789.69	12,588.33	14,920.95

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces: P. C. Fee	Permit R- Occup.
856,000	14,491.83	17,160.49	17,288.89	13,861.75	16,419.22	16,547.62	13,231.67	15,677.95	15,806.35	12,601.59	14,936.68
857,000	14,507.08	17,178.56	17,307.11	13,876.34	16,436.51	16,565.06	13,245.59	15,694.46	15,823.01	12,614.85	14,952.41
858,000	14,522.33	17,196.63	17,325.33	13,890.92	16,453.80	16,582.50	13,259.52	15,710.97	15,839.67	12,628.11	14,968.14
859,000	14,537.58	17,214.70	17,343.55	13,905.51	16,471.09	16,599.94	13,273.44	15,727.48	15,856.33	12,641.37	14,983.87
860,000	14,552.82	17,232.77	17,361.77	13,920.09	16,488.38	16,617.38	13,287.36	15,743.99	15,872.99	12,654.63	14,999.60
861,000	14,568.07	17,250.84	17,379.99	13,934.68	16,505.67	16,634.82	13,301.28	15,760.50	15,889.65	12,667.89	15,015.33
862,000	14,583.32	17,268.91	17,398.21	13,949.27	16,522.96	16,652.26	13,315.21	15,777.01	15,906.31	12,681.15	15,031.06
863,000	14,598.57	17,286.98	17,416.43	13,963.85	16,540.25	16,669.70	13,329.13	15,793.52	15,922.97	12,694.41	15,046.79
864,000	14,613.82	17,305.05	17,434.65	13,978.44	16,557.54	16,687.14	13,343.05	15,810.03	15,939.63	12,707.67	15,062.52
865,000	14,629.07	17,323.12	17,452.87	13,993.02	16,574.83	16,704.58	13,356.98	15,826.54	15,956.29	12,720.93	15,078.25
866,000	14,644.32	17,341.19	17,471.09	14,007.61	16,592.12	16,722.02	13,370.90	15,843.05	15,972.95	12,734.19	15,093.98
867,000	14,659.57	17,359.26	17,489.31	14,022.20	16,609.41	16,739.46	13,384.82	15,859.56	15,989.61	12,747.45	15,109.71
868,000	14,674.82	17,377.33	17,507.53	14,036.78	16,626.70	16,756.90	13,398.75	15,876.07	16,006.27	12,760.71	15,125.44
869,000	14,690.07	17,395.40	17,525.75	14,051.37	16,643.99	16,774.34	13,412.67	15,892.58	16,022.93	12,773.97	15,141.17
870,000	14,705.31	17,413.47	17,543.97	14,065.95	16,661.28	16,791.78	13,426.59	15,909.09	16,039.59	12,787.23	15,156.90
871,000	14,720.56	17,431.54	17,562.19	14,080.54	16,678.57	16,809.22	13,440.51	15,925.60	16,056.25	12,800.49	15,172.63
872,000	14,735.81	17,449.61	17,580.41	14,095.13	16,695.86	16,826.66	13,454.44	15,942.11	16,072.91	12,813.75	15,188.36
873,000	14,751.06	17,467.68	17,598.63	14,109.71	16,713.15	16,844.10	13,468.36	15,958.62	16,089.57	12,827.01	15,204.09
874,000	14,766.31	17,485.75	17,616.85	14,124.30	16,730.44	16,861.54	13,482.28	15,975.13	16,106.23	12,840.27	15,219.82
875,000	14,781.56	17,503.82	17,635.07	14,138.88	16,747.73	16,878.98	13,496.21	15,991.64	16,122.89	12,853.53	15,235.55
876,000	14,796.81	17,521.89	17,653.29	14,153.47	16,765.02	16,896.42	13,510.13	16,008.15	16,139.55	12,866.79	15,251.28
877,000	14,812.06	17,539.96	17,671.51	14,168.06	16,782.31	16,913.86	13,524.05	16,024.66	16,156.21	12,880.05	15,267.01
878,000	14,827.31	17,558.03	17,689.73	14,182.64	16,799.60	16,931.30	13,537.98	16,041.17	16,172.87	12,893.31	15,282.74
879,000	14,842.56	17,576.10	17,707.95	14,197.23	16,816.89	16,948.74	13,551.90	16,057.68	16,189.53	12,906.57	15,298.47
880,000	14,857.80	17,594.17	17,726.17	14,211.81	16,834.18	16,966.18	13,565.82	16,074.19	16,206.19	12,919.83	15,314.20
881,000	14,873.05	17,612.24	17,744.39	14,226.40	16,851.47	16,983.62	13,579.74	16,090.70	16,222.85	12,933.09	15,329.93
882,000	14,888.30	17,630.31	17,762.61	14,240.99	16,868.76	17,001.06	13,593.67	16,107.21	16,239.51	12,946.35	15,345.66
883,000	14,903.55	17,648.38	17,780.83	14,255.57	16,886.05	17,018.50	13,607.59	16,123.72	16,256.17	12,959.61	15,361.39
884,000	14,918.80	17,666.45	17,799.05	14,270.16	16,903.34	17,035.94	13,621.51	16,140.23	16,272.83	12,972.87	15,377.12
885,000	14,934.05	17,684.52	17,817.27	14,284.74	16,920.63	17,053.38	13,635.44	16,156.74	16,289.49	12,986.13	15,392.85
886,000	14,949.30	17,702.59	17,835.49	14,299.33	16,937.92	17,070.82	13,649.36	16,173.25	16,306.15	12,999.39	15,408.58
887,000	14,964.55	17,720.66	17,853.71	14,313.92	16,955.21	17,088.26	13,663.28	16,189.76	16,322.81	13,012.65	15,424.31
888,000	14,979.80	17,738.73	17,871.93	14,328.50	16,972.50	17,105.70	13,677.21	16,206.27	16,339.47	13,025.91	15,440.04
889,000	14,995.05	17,756.80	17,890.15	14,343.09	16,989.79	17,123.14	13,691.13	16,222.78	16,356.13	13,039.17	15,455.77
890,000	15,010.29	17,774.87	17,908.37	14,357.67	17,007.08	17,140.58	13,705.05	16,239.29	16,372.79	13,052.43	15,471.50

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces: P. C. Fee	Permit R- Occup.
891,000	15,025.54	17,792.94	17,926.59	14,372.26	17,024.37	17,158.02	13,718.97	16,255.80	16,389.45	13,065.69	15,487.23
892,000	15,040.79	17,811.01	17,944.81	14,386.85	17,041.66	17,175.46	13,732.90	16,272.31	16,406.11	13,078.95	15,502.96
893,000	15,056.04	17,829.08	17,963.03	14,401.43	17,058.95	17,192.90	13,746.82	16,288.82	16,422.77	13,092.21	15,518.69
894,000	15,071.29	17,847.15	17,981.25	14,416.02	17,076.24	17,210.34	13,760.74	16,305.33	16,439.43	13,105.47	15,534.42
895,000	15,086.54	17,865.22	17,999.47	14,430.60	17,093.53	17,227.78	13,774.67	16,321.84	16,456.09	13,118.73	15,550.15
896,000	15,101.79	17,883.29	18,017.69	14,445.19	17,110.82	17,245.22	13,788.59	16,338.35	16,472.75	13,131.99	15,565.88
897,000	15,117.04	17,901.36	18,035.91	14,459.78	17,128.11	17,262.66	13,802.51	16,354.86	16,489.41	13,145.25	15,581.61
898,000	15,132.29	17,919.43	18,054.13	14,474.36	17,145.40	17,280.10	13,816.44	16,371.37	16,506.07	13,158.51	15,597.34
899,000	15,147.54	17,937.50	18,072.35	14,488.95	17,162.69	17,297.54	13,830.36	16,387.88	16,522.73	13,171.77	15,613.07
900,000	15,162.78	17,955.57	18,090.57	14,503.53	17,179.98	17,314.98	13,844.28	16,404.39	16,539.39	13,185.03	15,628.80
901,000	15,178.03	17,973.64	18,108.79	14,518.12	17,197.27	17,332.42	13,858.20	16,420.90	16,556.05	13,198.29	15,644.53
902,000	15,193.28	17,991.71	18,127.01	14,532.71	17,214.56	17,349.86	13,872.13	16,437.41	16,572.71	13,211.55	15,660.26
903,000	15,208.53	18,009.78	18,145.23	14,547.29	17,231.85	17,367.30	13,886.05	16,453.92	16,589.37	13,224.81	15,675.99
904,000	15,223.78	18,027.85	18,163.45	14,561.88	17,249.14	17,384.74	13,899.97	16,470.43	16,606.03	13,238.07	15,691.72
905,000	15,239.03	18,045.92	18,181.67	14,576.46	17,266.43	17,402.18	13,913.90	16,486.94	16,622.69	13,251.33	15,707.45
906,000	15,254.28	18,063.99	18,199.89	14,591.05	17,283.72	17,419.62	13,927.82	16,503.45	16,639.35	13,264.59	15,723.18
907,000	15,269.53	18,082.06	18,218.11	14,605.64	17,301.01	17,437.06	13,941.74	16,519.96	16,656.01	13,277.85	15,738.91
908,000	15,284.78	18,100.13	18,236.33	14,620.22	17,318.30	17,454.50	13,955.67	16,536.47	16,672.67	13,291.11	15,754.64
909,000	15,300.03	18,118.20	18,254.55	14,634.81	17,335.59	17,471.94	13,969.59	16,552.98	16,689.33	13,304.37	15,770.37
910,000	15,315.27	18,136.27	18,272.77	14,649.39	17,352.88	17,489.38	13,983.51	16,569.49	16,705.99	13,317.63	15,786.10
911,000	15,330.52	18,154.34	18,290.99	14,663.98	17,370.17	17,506.82	13,997.43	16,586.00	16,722.65	13,330.89	15,801.83
912,000	15,345.77	18,172.41	18,309.21	14,678.57	17,387.46	17,524.26	14,011.36	16,602.51	16,739.31	13,344.15	15,817.56
913,000	15,361.02	18,190.48	18,327.43	14,693.15	17,404.75	17,541.70	14,025.28	16,619.02	16,755.97	13,357.41	15,833.29
914,000	15,376.27	18,208.55	18,345.65	14,707.74	17,422.04	17,559.14	14,039.20	16,635.53	16,772.63	13,370.67	15,849.02
915,000	15,391.52	18,226.62	18,363.87	14,722.32	17,439.33	17,576.58	14,053.13	16,652.04	16,789.29	13,383.93	15,864.75
916,000	15,406.77	18,244.69	18,382.09	14,736.91	17,456.62	17,594.02	14,067.05	16,668.55	16,805.95	13,397.19	15,880.48
917,000	15,422.02	18,262.76	18,400.31	14,751.50	17,473.91	17,611.46	14,080.97	16,685.06	16,822.61	13,410.45	15,896.21
918,000	15,437.27	18,280.83	18,418.53	14,766.08	17,491.20	17,628.90	14,094.90	16,701.57	16,839.27	13,423.71	15,911.94
919,000	15,452.52	18,298.90	18,436.75	14,780.67	17,508.49	17,646.34	14,108.82	16,718.08	16,855.93	13,436.97	15,927.67
920,000	15,467.76	18,316.97	18,454.97	14,795.25	17,525.78	17,663.78	14,122.74	16,734.59	16,872.59	13,450.23	15,943.40
921,000	15,483.01	18,335.04	18,473.19	14,809.84	17,543.07	17,681.22	14,136.66	16,751.10	16,889.25	13,463.49	15,959.13
922,000	15,498.26	18,353.11	18,491.41	14,824.43	17,560.36	17,698.66	14,150.59	16,767.61	16,905.91	13,476.75	15,974.86
923,000	15,513.51	18,371.18	18,509.63	14,839.01	17,577.65	17,716.10	14,164.51	16,784.12	16,922.57	13,490.01	15,990.59
924,000	15,528.76	18,389.25	18,527.85	14,853.60	17,594.94	17,733.54	14,178.43	16,800.63	16,939.23	13,503.27	16,006.32
925,000	15,544.01	18,407.32	18,546.07	14,868.18	17,612.23	17,750.98	14,192.36	16,817.14	16,955.89	13,516.53	16,022.05

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
926,000	15,559.26	18,425.39	18,564.29	14,882.77	17,629.52	17,768.42	14,206.28	16,833.65	16,972.55	13,529.79	16,037.78
927,000	15,574.51	18,443.46	18,582.51	14,897.36	17,646.81	17,785.86	14,220.20	16,850.16	16,989.21	13,543.05	16,053.51
928,000	15,589.76	18,461.53	18,600.73	14,911.94	17,664.10	17,803.30	14,234.13	16,866.67	17,005.87	13,556.31	16,069.24
929,000	15,605.01	18,479.60	18,618.95	14,926.53	17,681.39	17,820.74	14,248.05	16,883.18	17,022.53	13,569.57	16,084.97
930,000	15,620.25	18,497.67	18,637.17	14,941.11	17,698.68	17,838.18	14,261.97	16,899.69	17,039.19	13,582.83	16,100.70
931,000	15,635.50	18,515.74	18,655.39	14,955.70	17,715.97	17,855.62	14,275.89	16,916.20	17,055.85	13,596.09	16,116.43
932,000	15,650.75	18,533.81	18,673.61	14,970.29	17,733.26	17,873.06	14,289.82	16,932.71	17,072.51	13,609.35	16,132.16
933,000	15,666.00	18,551.88	18,691.83	14,984.87	17,750.55	17,890.50	14,303.74	16,949.22	17,089.17	13,622.61	16,147.89
934,000	15,681.25	18,569.95	18,710.05	14,999.46	17,767.84	17,907.94	14,317.66	16,965.73	17,105.83	13,635.87	16,163.62
935,000	15,696.50	18,588.02	18,728.27	15,014.04	17,785.13	17,925.38	14,331.59	16,982.24	17,122.49	13,649.13	16,179.35
936,000	15,711.75	18,606.09	18,746.49	15,028.63	17,802.42	17,942.82	14,345.51	16,998.75	17,139.15	13,662.39	16,195.08
937,000	15,727.00	18,624.16	18,764.71	15,043.22	17,819.71	17,960.26	14,359.43	17,015.26	17,155.81	13,675.65	16,210.81
938,000	15,742.25	18,642.23	18,782.93	15,057.80	17,837.00	17,977.70	14,373.36	17,031.77	17,172.47	13,688.91	16,226.54
939,000	15,757.50	18,660.30	18,801.15	15,072.39	17,854.29	17,995.14	14,387.28	17,048.28	17,189.13	13,702.17	16,242.27
940,000	15,772.74	18,678.37	18,819.37	15,086.97	17,871.58	18,012.58	14,401.20	17,064.79	17,205.79	13,715.43	16,258.00
941,000	15,787.99	18,696.44	18,837.59	15,101.56	17,888.87	18,030.02	14,415.12	17,081.30	17,222.45	13,728.69	16,273.73
942,000	15,803.24	18,714.51	18,855.81	15,116.15	17,906.16	18,047.46	14,429.05	17,097.81	17,239.11	13,741.95	16,289.46
943,000	15,818.49	18,732.58	18,874.03	15,130.73	17,923.45	18,064.90	14,442.97	17,114.32	17,255.77	13,755.21	16,305.19
944,000	15,833.74	18,750.65	18,892.25	15,145.32	17,940.74	18,082.34	14,456.89	17,130.83	17,272.43	13,768.47	16,320.92
945,000	15,848.99	18,768.72	18,910.47	15,159.90	17,958.03	18,099.78	14,470.82	17,147.34	17,289.09	13,781.73	16,336.65
946,000	15,864.24	18,786.79	18,928.69	15,174.49	17,975.32	18,117.22	14,484.74	17,163.85	17,305.75	13,794.99	16,352.38
947,000	15,879.49	18,804.86	18,946.91	15,189.08	17,992.61	18,134.66	14,498.66	17,180.36	17,322.41	13,808.25	16,368.11
948,000	15,894.74	18,822.93	18,965.13	15,203.66	18,009.90	18,152.10	14,512.59	17,196.87	17,339.07	13,821.51	16,383.84
949,000	15,909.99	18,841.00	18,983.35	15,218.25	18,027.19	18,169.54	14,526.51	17,213.38	17,355.73	13,834.77	16,399.57
950,000	15,925.23	18,859.07	19,001.57	15,232.83	18,044.48	18,186.98	14,540.43	17,229.89	17,372.39	13,848.03	16,415.30
951,000	15,940.48	18,877.14	19,019.79	15,247.42	18,061.77	18,204.42	14,554.35	17,246.40	17,389.05	13,861.29	16,431.03
952,000	15,955.73	18,895.21	19,038.01	15,262.01	18,079.06	18,221.86	14,568.28	17,262.91	17,405.71	13,874.55	16,446.76
953,000	15,970.98	18,913.28	19,056.23	15,276.59	18,096.35	18,239.30	14,582.20	17,279.42	17,422.37	13,887.81	16,462.49
954,000	15,986.23	18,931.35	19,074.45	15,291.18	18,113.64	18,256.74	14,596.12	17,295.93	17,439.03	13,901.07	16,478.22
955,000	16,001.48	18,949.42	19,092.67	15,305.76	18,130.93	18,274.18	14,610.05	17,312.44	17,455.69	13,914.33	16,493.95
956,000	16,016.73	18,967.49	19,110.89	15,320.35	18,148.22	18,291.62	14,623.97	17,328.95	17,472.35	13,927.59	16,509.68
957,000	16,031.98	18,985.56	19,129.11	15,334.94	18,165.51	18,309.06	14,637.89	17,345.46	17,489.01	13,940.85	16,525.41
958,000	16,047.23	19,003.63	19,147.33	15,349.52	18,182.80	18,326.50	14,651.82	17,361.97	17,505.67	13,954.11	16,541.14
959,000	16,062.48	19,021.70	19,165.55	15,364.11	18,200.09	18,343.94	14,665.74	17,378.48	17,522.33	13,967.37	16,556.87
960,000	16,077.72	19,039.77	19,183.77	15,378.69	18,217.38	18,361.38	14,679.66	17,394.99	17,538.99	13,980.63	16,572.60

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces: P. C. Fee	Permit R- Occup.
961,000	16,092.97	19,057.84	19,201.99	15,393.28	18,234.67	18,378.82	14,693.58	17,411.50	17,555.65	13,993.89	16,588.33
962,000	16,108.22	19,075.91	19,220.21	15,407.87	18,251.96	18,396.26	14,707.51	17,428.01	17,572.31	14,007.15	16,604.06
963,000	16,123.47	19,093.98	19,238.43	15,422.45	18,269.25	18,413.70	14,721.43	17,444.52	17,588.97	14,020.41	16,619.79
964,000	16,138.72	19,112.05	19,256.65	15,437.04	18,286.54	18,431.14	14,735.35	17,461.03	17,605.63	14,033.67	16,635.52
965,000	16,153.97	19,130.12	19,274.87	15,451.62	18,303.83	18,448.58	14,749.28	17,477.54	17,622.29	14,046.93	16,651.25
966,000	16,169.22	19,148.19	19,293.09	15,466.21	18,321.12	18,466.02	14,763.20	17,494.05	17,638.95	14,060.19	16,666.98
967,000	16,184.47	19,166.26	19,311.31	15,480.80	18,338.41	18,483.46	14,777.12	17,510.56	17,655.61	14,073.45	16,682.71
968,000	16,199.72	19,184.33	19,329.53	15,495.38	18,355.70	18,500.90	14,791.05	17,527.07	17,672.27	14,086.71	16,698.44
969,000	16,214.97	19,202.40	19,347.75	15,509.97	18,372.99	18,518.34	14,804.97	17,543.58	17,688.93	14,099.97	16,714.17
970,000	16,230.21	19,220.47	19,365.97	15,524.55	18,390.28	18,535.78	14,818.89	17,560.09	17,705.59	14,113.23	16,729.90
971,000	16,245.46	19,238.54	19,384.19	15,539.14	18,407.57	18,553.22	14,832.81	17,576.60	17,722.25	14,126.49	16,745.63
972,000	16,260.71	19,256.61	19,402.41	15,553.73	18,424.86	18,570.66	14,846.74	17,593.11	17,738.91	14,139.75	16,761.36
973,000	16,275.96	19,274.68	19,420.63	15,568.31	18,442.15	18,588.10	14,860.66	17,609.62	17,755.57	14,153.01	16,777.09
974,000	16,291.21	19,292.75	19,438.85	15,582.90	18,459.44	18,605.54	14,874.58	17,626.13	17,772.23	14,166.27	16,792.82
975,000	16,306.46	19,310.82	19,457.07	15,597.48	18,476.73	18,622.98	14,888.51	17,642.64	17,788.89	14,179.53	16,808.55
976,000	16,321.71	19,328.89	19,475.29	15,612.07	18,494.02	18,640.42	14,902.43	17,659.15	17,805.55	14,192.79	16,824.28
977,000	16,336.96	19,346.96	19,493.51	15,626.66	18,511.31	18,657.86	14,916.35	17,675.66	17,822.21	14,206.05	16,840.01
978,000	16,352.21	19,365.03	19,511.73	15,641.24	18,528.60	18,675.30	14,930.28	17,692.17	17,838.87	14,219.31	16,855.74
979,000	16,367.46	19,383.10	19,529.95	15,655.83	18,545.89	18,692.74	14,944.20	17,708.68	17,855.53	14,232.57	16,871.47
980,000	16,382.70	19,401.17	19,548.17	15,670.41	18,563.18	18,710.18	14,958.12	17,725.19	17,872.19	14,245.83	16,887.20
981,000	16,397.95	19,419.24	19,566.39	15,685.00	18,580.47	18,727.62	14,972.04	17,741.70	17,888.85	14,259.09	16,902.93
982,000	16,413.20	19,437.31	19,584.61	15,699.59	18,597.76	18,745.06	14,985.97	17,758.21	17,905.51	14,272.35	16,918.66
983,000	16,428.45	19,455.38	19,602.83	15,714.17	18,615.05	18,762.50	14,999.89	17,774.72	17,922.17	14,285.61	16,934.39
984,000	16,443.70	19,473.45	19,621.05	15,728.76	18,632.34	18,779.94	15,013.81	17,791.23	17,938.83	14,298.87	16,950.12
985,000	16,458.95	19,491.52	19,639.27	15,743.34	18,649.63	18,797.38	15,027.74	17,807.74	17,955.49	14,312.13	16,965.85
986,000	16,474.20	19,509.59	19,657.49	15,757.93	18,666.92	18,814.82	15,041.66	17,824.25	17,972.15	14,325.39	16,981.58
987,000	16,489.45	19,527.66	19,675.71	15,772.52	18,684.21	18,832.26	15,055.58	17,840.76	17,988.81	14,338.65	16,997.31
988,000	16,504.70	19,545.73	19,693.93	15,787.10	18,701.50	18,849.70	15,069.51	17,857.27	18,005.47	14,351.91	17,013.04
989,000	16,519.95	19,563.80	19,712.15	15,801.69	18,718.79	18,867.14	15,083.43	17,873.78	18,022.13	14,365.17	17,028.77
990,000	16,535.19	19,581.87	19,730.37	15,816.27	18,736.08	18,884.58	15,097.35	17,890.29	18,038.79	14,378.43	17,044.50
991,000	16,550.44	19,599.94	19,748.59	15,830.86	18,753.37	18,902.02	15,111.27	17,906.80	18,055.45	14,391.69	17,060.23
992,000	16,565.69	19,618.01	19,766.81	15,845.45	18,770.66	18,919.46	15,125.20	17,923.31	18,072.11	14,404.95	17,075.96
993,000	16,580.94	19,636.08	19,785.03	15,860.03	18,787.95	18,936.90	15,139.12	17,939.82	18,088.77	14,418.21	17,091.69
994,000	16,596.19	19,654.15	19,803.25	15,874.62	18,805.24	18,954.34	15,153.04	17,956.33	18,105.43	14,431.47	17,107.42
995,000	16,611.44	19,672.22	19,821.47	15,889.20	18,822.53	18,971.78	15,166.97	17,972.84	18,122.09	14,444.73	17,123.15

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
996,000	16,626.69	19,690.29	19,839.69	15,903.79	18,839.82	18,989.22	15,180.89	17,989.35	18,138.75	14,457.99	17,138.88
997,000	16,641.94	19,708.36	19,857.91	15,918.38	18,857.11	19,006.66	15,194.81	18,005.86	18,155.41	14,471.25	17,154.61
998,000	16,657.19	19,726.43	19,876.13	15,932.96	18,874.40	19,024.10	15,208.74	18,022.37	18,172.07	14,484.51	17,170.34
999,000	16,672.44	19,744.50	19,894.35	15,947.55	18,891.69	19,041.54	15,222.66	18,038.88	18,188.73	14,497.77	17,186.07
1,000,000	16,687.68	19,762.57	19,912.57	15,962.13	18,908.98	19,058.98	15,236.58	18,055.39	18,205.39	14,511.03	17,201.80
1,010,000	16,840.17	19,943.27	20,094.77	16,107.99	19,081.88	19,233.38	15,375.81	18,220.49	18,371.99	14,643.63	17,359.10
1,020,000	16,992.66	20,123.97	20,276.97	16,253.85	19,254.78	19,407.78	15,515.04	18,385.59	18,538.59	14,776.23	17,516.40
1,030,000	17,145.15	20,304.67	20,459.17	16,399.71	19,427.68	19,582.18	15,654.27	18,550.69	18,705.19	14,908.83	17,673.70
1,040,000	17,297.64	20,485.37	20,641.37	16,545.57	19,600.58	19,756.58	15,793.50	18,715.79	18,871.79	15,041.43	17,831.00
1,050,000	17,450.13	20,666.07	20,823.57	16,691.43	19,773.48	19,930.98	15,932.73	18,880.89	19,038.39	15,174.03	17,988.30
1,060,000	17,602.62	20,846.77	21,005.77	16,837.29	19,946.38	20,105.38	16,071.96	19,045.99	19,204.99	15,306.63	18,145.60
1,070,000	17,755.11	21,027.47	21,187.97	16,983.15	20,119.28	20,279.78	16,211.19	19,211.09	19,371.59	15,439.23	18,302.90
1,080,000	17,907.60	21,208.17	21,370.17	17,129.01	20,292.18	20,454.18	16,350.42	19,376.19	19,538.19	15,571.83	18,460.20
1,090,000	18,060.09	21,388.87	21,552.37	17,274.87	20,465.08	20,628.58	16,489.65	19,541.29	19,704.79	15,704.43	18,617.50
1,100,000	18,212.58	21,569.57	21,734.57	17,420.73	20,637.98	20,802.98	16,628.88	19,706.39	19,871.39	15,837.03	18,774.80
1,110,000	18,365.07	21,750.27	21,916.77	17,566.59	20,810.88	20,977.38	16,768.11	19,871.49	20,037.99	15,969.63	18,932.10
1,120,000	18,517.56	21,930.97	22,098.97	17,712.45	20,983.78	21,151.78	16,907.34	20,036.59	20,204.59	16,102.23	19,089.40
1,130,000	18,670.05	22,111.67	22,281.17	17,858.31	21,156.68	21,326.18	17,046.57	20,201.69	20,371.19	16,234.83	19,246.70
1,140,000	18,822.54	22,292.37	22,463.37	18,004.17	21,329.58	21,500.58	17,185.80	20,366.79	20,537.79	16,367.43	19,404.00
1,150,000	18,975.03	22,473.07	22,645.57	18,150.03	21,502.48	21,674.98	17,325.03	20,531.89	20,704.39	16,500.03	19,561.30
1,160,000	19,127.52	22,653.77	22,827.77	18,295.89	21,675.38	21,849.38	17,464.26	20,696.99	20,870.99	16,632.63	19,718.60
1,170,000	19,280.01	22,834.47	23,009.97	18,441.75	21,848.28	22,023.78	17,603.49	20,862.09	21,037.59	16,765.23	19,875.90
1,180,000	19,432.50	23,015.17	23,192.17	18,587.61	22,021.18	22,198.18	17,742.72	21,027.19	21,204.19	16,897.83	20,033.20
1,190,000	19,584.99	23,195.87	23,374.37	18,733.47	22,194.08	22,372.58	17,881.95	21,192.29	21,370.79	17,030.43	20,190.50
1,200,000	19,737.48	23,376.57	23,556.57	18,879.33	22,366.98	22,546.98	18,021.18	21,357.39	21,537.39	17,163.03	20,347.80
1,210,000	19,889.97	23,557.27	23,738.77	19,025.19	22,539.88	22,721.38	18,160.41	21,522.49	21,703.99	17,295.63	20,505.10
1,220,000	20,042.46	23,737.97	23,920.97	19,171.05	22,712.78	22,895.78	18,299.64	21,687.59	21,870.59	17,428.23	20,662.40
1,230,000	20,194.95	23,918.67	24,103.17	19,316.91	22,885.68	23,070.18	18,438.87	21,852.69	22,037.19	17,560.83	20,819.70
1,240,000	20,347.44	24,099.37	24,285.37	19,462.77	23,058.58	23,244.58	18,578.10	22,017.79	22,203.79	17,693.43	20,977.00
1,250,000	20,499.93	24,280.07	24,467.57	19,608.63	23,231.48	23,418.98	18,717.33	22,182.89	22,370.39	17,826.03	21,134.30
1,260,000	20,652.42	24,460.77	24,649.77	19,754.49	23,404.38	23,593.38	18,856.56	22,347.99	22,536.99	17,958.63	21,291.60
1,270,000	20,804.91	24,641.47	24,831.97	19,900.35	23,577.28	23,767.78	18,995.79	22,513.09	22,703.59	18,091.23	21,448.90
1,280,000	20,957.40	24,822.17	25,014.17	20,046.21	23,750.18	23,942.18	19,135.02	22,678.19	22,870.19	18,223.83	21,606.20
1,290,000	21,109.89	25,002.87	25,196.37	20,192.07	23,923.08	24,116.58	19,274.25	22,843.29	23,036.79	18,356.43	21,763.50
1,300,000	21,262.38	25,183.57	25,378.57	20,337.93	24,095.98	24,290.98	19,413.48	23,008.39	23,203.39	18,489.03	21,920.80

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
1,310,000	21,414.87	25,364.27	25,560.77	20,483.79	24,268.88	24,465.38	19,552.71	23,173.49	23,369.99	18,621.63	22,078.10
1,320,000	21,567.36	25,544.97	25,742.97	20,629.65	24,441.78	24,639.78	19,691.94	23,338.59	23,536.59	18,754.23	22,235.40
1,330,000	21,719.85	25,725.67	25,925.17	20,775.51	24,614.68	24,814.18	19,831.17	23,503.69	23,703.19	18,886.83	22,392.70
1,340,000	21,872.34	25,906.37	26,107.37	20,921.37	24,787.58	24,988.58	19,970.40	23,668.79	23,869.79	19,019.43	22,550.00
1,350,000	22,024.83	26,087.07	26,289.57	21,067.23	24,960.48	25,162.98	20,109.63	23,833.89	24,036.39	19,152.03	22,707.30
1,360,000	22,177.32	26,267.77	26,471.77	21,213.09	25,133.38	25,337.38	20,248.86	23,998.99	24,202.99	19,284.63	22,864.60
1,370,000	22,329.81	26,448.47	26,653.97	21,358.95	25,306.28	25,511.78	20,388.09	24,164.09	24,369.59	19,417.23	23,021.90
1,380,000	22,482.30	26,629.17	26,836.17	21,504.81	25,479.18	25,686.18	20,527.32	24,329.19	24,536.19	19,549.83	23,179.20
1,390,000	22,634.79	26,809.87	27,018.37	21,650.67	25,652.08	25,860.58	20,666.55	24,494.29	24,702.79	19,682.43	23,336.50
1,400,000	22,787.28	26,990.57	27,200.57	21,796.53	25,824.98	26,034.98	20,805.78	24,659.39	24,869.39	19,815.03	23,493.80
1,410,000	22,939.77	27,171.27	27,382.77	21,942.39	25,997.88	26,209.38	20,945.01	24,824.49	25,035.99	19,947.63	23,651.10
1,420,000	23,092.26	27,351.97	27,564.97	22,088.25	26,170.78	26,383.78	21,084.24	24,989.59	25,202.59	20,080.23	23,808.40
1,430,000	23,244.75	27,532.67	27,747.17	22,234.11	26,343.68	26,558.18	21,223.47	25,154.69	25,369.19	20,212.83	23,965.70
1,440,000	23,397.24	27,713.37	27,929.37	22,379.97	26,516.58	26,732.58	21,362.70	25,319.79	25,535.79	20,345.43	24,123.00
1,450,000	23,549.73	27,894.07	28,111.57	22,525.83	26,689.48	26,906.98	21,501.93	25,484.89	25,702.39	20,478.03	24,280.30
1,460,000	23,702.22	28,074.77	28,293.77	22,671.69	26,862.38	27,081.38	21,641.16	25,649.99	25,868.99	20,610.63	24,437.60
1,470,000	23,854.71	28,255.47	28,475.97	22,817.55	27,035.28	27,255.78	21,780.39	25,815.09	26,035.59	20,743.23	24,594.90
1,480,000	24,007.20	28,436.17	28,658.17	22,963.41	27,208.18	27,430.18	21,919.62	25,980.19	26,202.19	20,875.83	24,752.20
1,490,000	24,159.69	28,616.87	28,840.37	23,109.27	27,381.08	27,604.58	22,058.85	26,145.29	26,368.79	21,008.43	24,909.50
1,500,000	24,312.18	28,797.57	29,022.57	23,255.13	27,553.98	27,778.98	22,198.08	26,310.39	26,535.39	21,141.03	25,066.80
1,510,000	24,464.67	28,978.27	29,204.77	23,400.99	27,726.88	27,953.38	22,337.31	26,475.49	26,701.99	21,273.63	25,224.10
1,520,000	24,617.16	29,158.97	29,386.97	23,546.85	27,899.78	28,127.78	22,476.54	26,640.59	26,868.59	21,406.23	25,381.40
1,530,000	24,769.65	29,339.67	29,569.17	23,692.71	28,072.68	28,302.18	22,615.77	26,805.69	27,035.19	21,538.83	25,538.70
1,540,000	24,922.14	29,520.37	29,751.37	23,838.57	28,245.58	28,476.58	22,755.00	26,970.79	27,201.79	21,671.43	25,696.00
1,550,000	25,074.63	29,701.07	29,933.57	23,984.43	28,418.48	28,650.98	22,894.23	27,135.89	27,368.39	21,804.03	25,853.30
1,560,000	25,227.12	29,881.77	30,115.77	24,130.29	28,591.38	28,825.38	23,033.46	27,300.99	27,534.99	21,936.63	26,010.60
1,570,000	25,379.61	30,062.47	30,297.97	24,276.15	28,764.28	28,999.78	23,172.69	27,466.09	27,701.59	22,069.23	26,167.90
1,580,000	25,532.10	30,243.17	30,480.17	24,422.01	28,937.18	29,174.18	23,311.92	27,631.19	27,868.19	22,201.83	26,325.20
1,590,000	25,684.59	30,423.87	30,662.37	24,567.87	29,110.08	29,348.58	23,451.15	27,796.29	28,034.79	22,334.43	26,482.50
1,600,000	25,837.08	30,604.57	30,844.57	24,713.73	29,282.98	29,522.98	23,590.38	27,961.39	28,201.39	22,467.03	26,639.80
1,610,000	25,989.57	30,785.27	31,026.77	24,859.59	29,455.88	29,697.38	23,729.61	28,126.49	28,367.99	22,599.63	26,797.10
1,620,000	26,142.06	30,965.97	31,208.97	25,005.45	29,628.78	29,871.78	23,868.84	28,291.59	28,534.59	22,732.23	26,954.40
1,630,000	26,294.55	31,146.67	31,391.17	25,151.31	29,801.68	30,046.18	24,008.07	28,456.69	28,701.19	22,864.83	27,111.70
1,640,000	26,447.04	31,327.37	31,573.37	25,297.17	29,974.58	30,220.58	24,147.30	28,621.79	28,867.79	22,997.43	27,269.00
1,650,000	26,599.53	31,508.07	31,755.57	25,443.03	30,147.48	30,394.98	24,286.53	28,786.89	29,034.39	23,130.03	27,426.30

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
1,660,000	26,752.02	31,688.77	31,937.77	25,588.89	30,320.38	30,569.38	24,425.76	28,951.99	29,200.99	23,262.63	27,583.60
1,670,000	26,904.51	31,869.47	32,119.97	25,734.75	30,493.28	30,743.78	24,564.99	29,117.09	29,367.59	23,395.23	27,740.90
1,680,000	27,057.00	32,050.17	32,302.17	25,880.61	30,666.18	30,918.18	24,704.22	29,282.19	29,534.19	23,527.83	27,898.20
1,690,000	27,209.49	32,230.87	32,484.37	26,026.47	30,839.08	31,092.58	24,843.45	29,447.29	29,700.79	23,660.43	28,055.50
1,700,000	27,361.98	32,411.57	32,666.57	26,172.33	31,011.98	31,266.98	24,982.68	29,612.39	29,867.39	23,793.03	28,212.80
1,710,000	27,514.47	32,592.27	32,848.77	26,318.19	31,184.88	31,441.38	25,121.91	29,777.49	30,033.99	23,925.63	28,370.10
1,720,000	27,666.96	32,772.97	33,030.97	26,464.05	31,357.78	31,615.78	25,261.14	29,942.59	30,200.59	24,058.23	28,527.40
1,730,000	27,819.45	32,953.67	33,213.17	26,609.91	31,530.68	31,790.18	25,400.37	30,107.69	30,367.19	24,190.83	28,684.70
1,740,000	27,971.94	33,134.37	33,395.37	26,755.77	31,703.58	31,964.58	25,539.60	30,272.79	30,533.79	24,323.43	28,842.00
1,750,000	28,124.43	33,315.07	33,577.57	26,901.63	31,876.48	32,138.98	25,678.83	30,437.89	30,700.39	24,456.03	28,999.30
1,760,000	28,276.92	33,495.77	33,759.77	27,047.49	32,049.38	32,313.38	25,818.06	30,602.99	30,866.99	24,588.63	29,156.60
1,770,000	28,429.41	33,676.47	33,941.97	27,193.35	32,222.28	32,487.78	25,957.29	30,768.09	31,033.59	24,721.23	29,313.90
1,780,000	28,581.90	33,857.17	34,124.17	27,339.21	32,395.18	32,662.18	26,096.52	30,933.19	31,200.19	24,853.83	29,471.20
1,790,000	28,734.39	34,037.87	34,306.37	27,485.07	32,568.08	32,836.58	26,235.75	31,098.29	31,366.79	24,986.43	29,628.50
1,800,000	28,886.88	34,218.57	34,488.57	27,630.93	32,740.98	33,010.98	26,374.98	31,263.39	31,533.39	25,119.03	29,785.80
1,810,000	29,039.37	34,399.27	34,670.77	27,776.79	32,913.88	33,185.38	26,514.21	31,428.49	31,699.99	25,251.63	29,943.10
1,820,000	29,191.86	34,579.97	34,852.97	27,922.65	33,086.78	33,359.78	26,653.44	31,593.59	31,866.59	25,384.23	30,100.40
1,830,000	29,344.35	34,760.67	35,035.17	28,068.51	33,259.68	33,534.18	26,792.67	31,758.69	32,033.19	25,516.83	30,257.70
1,840,000	29,496.84	34,941.37	35,217.37	28,214.37	33,432.58	33,708.58	26,931.90	31,923.79	32,199.79	25,649.43	30,415.00
1,850,000	29,649.33	35,122.07	35,399.57	28,360.23	33,605.48	33,882.98	27,071.13	32,088.89	32,366.39	25,782.03	30,572.30
1,860,000	29,801.82	35,302.77	35,581.77	28,506.09	33,778.38	34,057.38	27,210.36	32,253.99	32,532.99	25,914.63	30,729.60
1,870,000	29,954.31	35,483.47	35,763.97	28,651.95	33,951.28	34,231.78	27,349.59	32,419.09	32,699.59	26,047.23	30,886.90
1,880,000	30,106.80	35,664.17	35,946.17	28,797.81	34,124.18	34,406.18	27,488.82	32,584.19	32,866.19	26,179.83	31,044.20
1,890,000	30,259.29	35,844.87	36,128.37	28,943.67	34,297.08	34,580.58	27,628.05	32,749.29	33,032.79	26,312.43	31,201.50
1,900,000	30,411.78	36,025.57	36,310.57	29,089.53	34,469.98	34,754.98	27,767.28	32,914.39	33,199.39	26,445.03	31,358.80
1,910,000	30,564.27	36,206.27	36,492.77	29,235.39	34,642.88	34,929.38	27,906.51	33,079.49	33,365.99	26,577.63	31,516.10
1,920,000	30,716.76	36,386.97	36,674.97	29,381.25	34,815.78	35,103.78	28,045.74	33,244.59	33,532.59	26,710.23	31,673.40
1,930,000	30,869.25	36,567.67	36,857.17	29,527.11	34,988.68	35,278.18	28,184.97	33,409.69	33,699.19	26,842.83	31,830.70
1,940,000	31,021.74	36,748.37	37,039.37	29,672.97	35,161.58	35,452.58	28,324.20	33,574.79	33,865.79	26,975.43	31,988.00
1,950,000	31,174.23	36,929.07	37,221.57	29,818.83	35,334.48	35,626.98	28,463.43	33,739.89	34,032.39	27,108.03	32,145.30
1,960,000	31,326.72	37,109.77	37,403.77	29,964.69	35,507.38	35,801.38	28,602.66	33,904.99	34,198.99	27,240.63	32,302.60
1,970,000	31,479.21	37,290.47	37,585.97	30,110.55	35,680.28	35,975.78	28,741.89	34,070.09	34,365.59	27,373.23	32,459.90
1,980,000	31,631.70	37,471.17	37,768.17	30,256.41	35,853.18	36,150.18	28,881.12	34,235.19	34,532.19	27,505.83	32,617.20
1,990,000	31,784.19	37,651.87	37,950.37	30,402.27	36,026.08	36,324.58	29,020.35	34,400.29	34,698.79	27,638.43	32,774.50
2,000,000	31,936.68	37,832.57	38,132.57	30,548.13	36,198.98	36,498.98	29,159.58	34,565.39	34,865.39	27,771.03	32,931.80

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces: P. C. Fee	Permit R- Occup.
2,010,000	32,089.17	38,013.27	38,314.77	30,693.99	36,371.88	36,673.38	29,298.81	34,730.49	35,031.99	27,903.63	33,089.10
2,020,000	32,241.66	38,193.97	38,496.97	30,839.85	36,544.78	36,847.78	29,438.04	34,895.59	35,198.59	28,036.23	33,246.40
2,030,000	32,394.15	38,374.67	38,679.17	30,985.71	36,717.68	37,022.18	29,577.27	35,060.69	35,365.19	28,168.83	33,403.70
2,040,000	32,546.64	38,555.37	38,861.37	31,131.57	36,890.58	37,196.58	29,716.50	35,225.79	35,531.79	28,301.43	33,561.00
2,050,000	32,699.13	38,736.07	39,043.57	31,277.43	37,063.48	37,370.98	29,855.73	35,390.89	35,698.39	28,434.03	33,718.30
2,060,000	32,851.62	38,916.77	39,225.77	31,423.29	37,236.38	37,545.38	29,994.96	35,555.99	35,864.99	28,566.63	33,875.60
2,070,000	33,004.11	39,097.47	39,407.97	31,569.15	37,409.28	37,719.78	30,134.19	35,721.09	36,031.59	28,699.23	34,032.90
2,080,000	33,156.60	39,278.17	39,590.17	31,715.01	37,582.18	37,894.18	30,273.42	35,886.19	36,198.19	28,831.83	34,190.20
2,090,000	33,309.09	39,458.87	39,772.37	31,860.87	37,755.08	38,068.58	30,412.65	36,051.29	36,364.79	28,964.43	34,347.50
2,100,000	33,461.58	39,639.57	39,954.57	32,006.73	37,927.98	38,242.98	30,551.88	36,216.39	36,531.39	29,097.03	34,504.80
2,110,000	33,614.07	39,820.27	40,136.77	32,152.59	38,100.88	38,417.38	30,691.11	36,381.49	36,697.99	29,229.63	34,662.10
2,120,000	33,766.56	40,000.97	40,318.97	32,298.45	38,273.78	38,591.78	30,830.34	36,546.59	36,864.59	29,362.23	34,819.40
2,130,000	33,919.05	40,181.67	40,501.17	32,444.31	38,446.68	38,766.18	30,969.57	36,711.69	37,031.19	29,494.83	34,976.70
2,140,000	34,071.54	40,362.37	40,683.37	32,590.17	38,619.58	38,940.58	31,108.80	36,876.79	37,197.79	29,627.43	35,134.00
2,150,000	34,224.03	40,543.07	40,865.57	32,736.03	38,792.48	39,114.98	31,248.03	37,041.89	37,364.39	29,760.03	35,291.30
2,160,000	34,376.52	40,723.77	41,047.77	32,881.89	38,965.38	39,289.38	31,387.26	37,206.99	37,530.99	29,892.63	35,448.60
2,170,000	34,529.01	40,904.47	41,229.97	33,027.75	39,138.28	39,463.78	31,526.49	37,372.09	37,697.59	30,025.23	35,605.90
2,180,000	34,681.50	41,085.17	41,412.17	33,173.61	39,311.18	39,638.18	31,665.72	37,537.19	37,864.19	30,157.83	35,763.20
2,190,000	34,833.99	41,265.87	41,594.37	33,319.47	39,484.08	39,812.58	31,804.95	37,702.29	38,030.79	30,290.43	35,920.50
2,200,000	34,986.48	41,446.57	41,776.57	33,465.33	39,656.98	39,986.98	31,944.18	37,867.39	38,197.39	30,423.03	36,077.80
2,210,000	35,138.97	41,627.27	41,958.77	33,611.19	39,829.88	40,161.38	32,083.41	38,032.49	38,363.99	30,555.63	36,235.10
2,220,000	35,291.46	41,807.97	42,140.97	33,757.05	40,002.78	40,335.78	32,222.64	38,197.59	38,530.59	30,688.23	36,392.40
2,230,000	35,443.95	41,988.67	42,323.17	33,902.91	40,175.68	40,510.18	32,361.87	38,362.69	38,697.19	30,820.83	36,549.70
2,240,000	35,596.44	42,169.37	42,505.37	34,048.77	40,348.58	40,684.58	32,501.10	38,527.79	38,863.79	30,953.43	36,707.00
2,250,000	35,748.93	42,350.07	42,687.57	34,194.63	40,521.48	40,858.98	32,640.33	38,692.89	39,030.39	31,086.03	36,864.30
2,260,000	35,901.42	42,530.77	42,869.77	34,340.49	40,694.38	41,033.38	32,779.56	38,857.99	39,196.99	31,218.63	37,021.60
2,270,000	36,053.91	42,711.47	43,051.97	34,486.35	40,867.28	41,207.78	32,918.79	39,023.09	39,363.59	31,351.23	37,178.90
2,280,000	36,206.40	42,892.17	43,234.17	34,632.21	41,040.18	41,382.18	33,058.02	39,188.19	39,530.19	31,483.83	37,336.20
2,290,000	36,358.89	43,072.87	43,416.37	34,778.07	41,213.08	41,556.58	33,197.25	39,353.29	39,696.79	31,616.43	37,493.50
2,300,000	36,511.38	43,253.57	43,598.57	34,923.93	41,385.98	41,730.98	33,336.48	39,518.39	39,863.39	31,749.03	37,650.80
2,310,000	36,663.87	43,434.27	43,780.77	35,069.79	41,558.88	41,905.38	33,475.71	39,683.49	40,029.99	31,881.63	37,808.10
2,320,000	36,816.36	43,614.97	43,962.97	35,215.65	41,731.78	42,079.78	33,614.94	39,848.59	40,196.59	32,014.23	37,965.40
2,330,000	36,968.85	43,795.67	44,145.17	35,361.51	41,904.68	42,254.18	33,754.17	40,013.69	40,363.19	32,146.83	38,122.70
2,340,000	37,121.34	43,976.37	44,327.37	35,507.37	42,077.58	42,428.58	33,893.40	40,178.79	40,529.79	32,279.43	38,280.00
2,350,000	37,273.83	44,157.07	44,509.57	35,653.23	42,250.48	42,602.98	34,032.63	40,343.89	40,696.39	32,412.03	38,437.30

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
2,360,000	37,426.32	44,337.77	44,691.77	35,799.09	42,423.38	42,777.38	34,171.86	40,508.99	40,862.99	32,544.63	38,594.60
2,370,000	37,578.81	44,518.47	44,873.97	35,944.95	42,596.28	42,951.78	34,311.09	40,674.09	41,029.59	32,677.23	38,751.90
2,380,000	37,731.30	44,699.17	45,056.17	36,090.81	42,769.18	43,126.18	34,450.32	40,839.19	41,196.19	32,809.83	38,909.20
2,390,000	37,883.79	44,879.87	45,238.37	36,236.67	42,942.08	43,300.58	34,589.55	41,004.29	41,362.79	32,942.43	39,066.50
2,400,000	38,036.28	45,060.57	45,420.57	36,382.53	43,114.98	43,474.98	34,728.78	41,169.39	41,529.39	33,075.03	39,223.80
2,410,000	38,188.77	45,241.27	45,602.77	36,528.39	43,287.88	43,649.38	34,868.01	41,334.49	41,695.99	33,207.63	39,381.10
2,420,000	38,341.26	45,421.97	45,784.97	36,674.25	43,460.78	43,823.78	35,007.24	41,499.59	41,862.59	33,340.23	39,538.40
2,430,000	38,493.75	45,602.67	45,967.17	36,820.11	43,633.68	43,998.18	35,146.47	41,664.69	42,029.19	33,472.83	39,695.70
2,440,000	38,646.24	45,783.37	46,149.37	36,965.97	43,806.58	44,172.58	35,285.70	41,829.79	42,195.79	33,605.43	39,853.00
2,450,000	38,798.73	45,964.07	46,331.57	37,111.83	43,979.48	44,346.98	35,424.93	41,994.89	42,362.39	33,738.03	40,010.30
2,460,000	38,951.22	46,144.77	46,513.77	37,257.69	44,152.38	44,521.38	35,564.16	42,159.99	42,528.99	33,870.63	40,167.60
2,470,000	39,103.71	46,325.47	46,695.97	37,403.55	44,325.28	44,695.78	35,703.39	42,325.09	42,695.59	34,003.23	40,324.90
2,480,000	39,256.20	46,506.17	46,878.17	37,549.41	44,498.18	44,870.18	35,842.62	42,490.19	42,862.19	34,135.83	40,482.20
2,490,000	39,408.69	46,686.87	47,060.37	37,695.27	44,671.08	45,044.58	35,981.85	42,655.29	43,028.79	34,268.43	40,639.50
2,500,000	39,561.18	46,867.57	47,242.57	37,841.13	44,843.98	45,218.98	36,121.08	42,820.39	43,195.39	34,401.03	40,796.80
2,510,000	39,713.67	47,048.27	47,424.77	37,986.99	45,016.88	45,393.38	36,260.31	42,985.49	43,361.99	34,533.63	40,954.10
2,520,000	39,866.16	47,228.97	47,606.97	38,132.85	45,189.78	45,567.78	36,399.54	43,150.59	43,528.59	34,666.23	41,111.40
2,530,000	40,018.65	47,409.67	47,789.17	38,278.71	45,362.68	45,742.18	36,538.77	43,315.69	43,695.19	34,798.83	41,268.70
2,540,000	40,171.14	47,590.37	47,971.37	38,424.57	45,535.58	45,916.58	36,678.00	43,480.79	43,861.79	34,931.43	41,426.00
2,550,000	40,323.63	47,771.07	48,153.57	38,570.43	45,708.48	46,090.98	36,817.23	43,645.89	44,028.39	35,064.03	41,583.30
2,560,000	40,476.12	47,951.77	48,335.77	38,716.29	45,881.38	46,265.38	36,956.46	43,810.99	44,194.99	35,196.63	41,740.60
2,570,000	40,628.61	48,132.47	48,517.97	38,862.15	46,054.28	46,439.78	37,095.69	43,976.09	44,361.59	35,329.23	41,897.90
2,580,000	40,781.10	48,313.17	48,700.17	39,008.01	46,227.18	46,614.18	37,234.92	44,141.19	44,528.19	35,461.83	42,055.20
2,590,000	40,933.59	48,493.87	48,882.37	39,153.87	46,400.08	46,788.58	37,374.15	44,306.29	44,694.79	35,594.43	42,212.50
2,600,000	41,086.08	48,674.57	49,064.57	39,299.73	46,572.98	46,962.98	37,513.38	44,471.39	44,861.39	35,727.03	42,369.80
2,610,000	41,238.57	48,855.27	49,246.77	39,445.59	46,745.88	47,137.38	37,652.61	44,636.49	45,027.99	35,859.63	42,527.10
2,620,000	41,391.06	49,035.97	49,428.97	39,591.45	46,918.78	47,311.78	37,791.84	44,801.59	45,194.59	35,992.23	42,684.40
2,630,000	41,543.55	49,216.67	49,611.17	39,737.31	47,091.68	47,486.18	37,931.07	44,966.69	45,361.19	36,124.83	42,841.70
2,640,000	41,696.04	49,397.37	49,793.37	39,883.17	47,264.58	47,660.58	38,070.30	45,131.79	45,527.79	36,257.43	42,999.00
2,650,000	41,848.53	49,578.07	49,975.57	40,029.03	47,437.48	47,834.98	38,209.53	45,296.89	45,694.39	36,390.03	43,156.30
2,660,000	42,001.02	49,758.77	50,157.77	40,174.89	47,610.38	48,009.38	38,348.76	45,461.99	45,860.99	36,522.63	43,313.60
2,670,000	42,153.51	49,939.47	50,339.97	40,320.75	47,783.28	48,183.78	38,487.99	45,627.09	46,027.59	36,655.23	43,470.90
2,680,000	42,306.00	50,120.17	50,522.17	40,466.61	47,956.18	48,358.18	38,627.22	45,792.19	46,194.19	36,787.83	43,628.20
2,690,000	42,458.49	50,300.87	50,704.37	40,612.47	48,129.08	48,532.58	38,766.45	45,957.29	46,360.79	36,920.43	43,785.50
2,700,000	42,610.98	50,481.57	50,886.57	40,758.33	48,301.98	48,706.98	38,905.68	46,122.39	46,527.39	37,053.03	43,942.80

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces: P. C. Fee	Permit R- Occup.
2,710,000	42,763.47	50,662.27	51,068.77	40,904.19	48,474.88	48,881.38	39,044.91	46,287.49	46,693.99	37,185.63	44,100.10
2,720,000	42,915.96	50,842.97	51,250.97	41,050.05	48,647.78	49,055.78	39,184.14	46,452.59	46,860.59	37,318.23	44,257.40
2,730,000	43,068.45	51,023.67	51,433.17	41,195.91	48,820.68	49,230.18	39,323.37	46,617.69	47,027.19	37,450.83	44,414.70
2,740,000	43,220.94	51,204.37	51,615.37	41,341.77	48,993.58	49,404.58	39,462.60	46,782.79	47,193.79	37,583.43	44,572.00
2,750,000	43,373.43	51,385.07	51,797.57	41,487.63	49,166.48	49,578.98	39,601.83	46,947.89	47,360.39	37,716.03	44,729.30
2,760,000	43,525.92	51,565.77	51,979.77	41,633.49	49,339.38	49,753.38	39,741.06	47,112.99	47,526.99	37,848.63	44,886.60
2,770,000	43,678.41	51,746.47	52,161.97	41,779.35	49,512.28	49,927.78	39,880.29	47,278.09	47,693.59	37,981.23	45,043.90
2,780,000	43,830.90	51,927.17	52,344.17	41,925.21	49,685.18	50,102.18	40,019.52	47,443.19	47,860.19	38,113.83	45,201.20
2,790,000	43,983.39	52,107.87	52,526.37	42,071.07	49,858.08	50,276.58	40,158.75	47,608.29	48,026.79	38,246.43	45,358.50
2,800,000	44,135.88	52,288.57	52,708.57	42,216.93	50,030.98	50,450.98	40,297.98	47,773.39	48,193.39	38,379.03	45,515.80
2,810,000	44,288.37	52,469.27	52,890.77	42,362.79	50,203.88	50,625.38	40,437.21	47,938.49	48,359.99	38,511.63	45,673.10
2,820,000	44,440.86	52,649.97	53,072.97	42,508.65	50,376.78	50,799.78	40,576.44	48,103.59	48,526.59	38,644.23	45,830.40
2,830,000	44,593.35	52,830.67	53,255.17	42,654.51	50,549.68	50,974.18	40,715.67	48,268.69	48,693.19	38,776.83	45,987.70
2,840,000	44,745.84	53,011.37	53,437.37	42,800.37	50,722.58	51,148.58	40,854.90	48,433.79	48,859.79	38,909.43	46,145.00
2,850,000	44,898.33	53,192.07	53,619.57	42,946.23	50,895.48	51,322.98	40,994.13	48,598.89	49,026.39	39,042.03	46,302.30
2,860,000	45,050.82	53,372.77	53,801.77	43,092.09	51,068.38	51,497.38	41,133.36	48,763.99	49,192.99	39,174.63	46,459.60
2,870,000	45,203.31	53,553.47	53,983.97	43,237.95	51,241.28	51,671.78	41,272.59	48,929.09	49,359.59	39,307.23	46,616.90
2,880,000	45,355.80	53,734.17	54,166.17	43,383.81	51,414.18	51,846.18	41,411.82	49,094.19	49,526.19	39,439.83	46,774.20
2,890,000	45,508.29	53,914.87	54,348.37	43,529.67	51,587.08	52,020.58	41,551.05	49,259.29	49,692.79	39,572.43	46,931.50
2,900,000	45,660.78	54,095.57	54,530.57	43,675.53	51,759.98	52,194.98	41,690.28	49,424.39	49,859.39	39,705.03	47,088.80
2,910,000	45,813.27	54,276.27	54,712.77	43,821.39	51,932.88	52,369.38	41,829.51	49,589.49	50,025.99	39,837.63	47,246.10
2,920,000	45,965.76	54,456.97	54,894.97	43,967.25	52,105.78	52,543.78	41,968.74	49,754.59	50,192.59	39,970.23	47,403.40
2,930,000	46,118.25	54,637.67	55,077.17	44,113.11	52,278.68	52,718.18	42,107.97	49,919.69	50,359.19	40,102.83	47,560.70
2,940,000	46,270.74	54,818.37	55,259.37	44,258.97	52,451.58	52,892.58	42,247.20	50,084.79	50,525.79	40,235.43	47,718.00
2,950,000	46,423.23	54,999.07	55,441.57	44,404.83	52,624.48	53,066.98	42,386.43	50,249.89	50,692.39	40,368.03	47,875.30
2,960,000	46,575.72	55,179.77	55,623.77	44,550.69	52,797.38	53,241.38	42,525.66	50,414.99	50,858.99	40,500.63	48,032.60
2,970,000	46,728.21	55,360.47	55,805.97	44,696.55	52,970.28	53,415.78	42,664.89	50,580.09	51,025.59	40,633.23	48,189.90
2,980,000	46,880.70	55,541.17	55,988.17	44,842.41	53,143.18	53,590.18	42,804.12	50,745.19	51,192.19	40,765.83	48,347.20
2,990,000	47,033.19	55,721.87	56,170.37	44,988.27	53,316.08	53,764.58	42,943.35	50,910.29	51,358.79	40,898.43	48,504.50
3,000,000	47,185.68	55,902.57	56,352.57	45,134.13	53,488.98	53,938.98	43,082.58	51,075.39	51,525.39	41,031.03	48,661.80
3,010,000	47,338.17	56,083.27	56,534.77	45,279.99	53,661.88	54,113.38	43,221.81	51,240.49	51,691.99	41,163.63	48,819.10
3,020,000	47,490.66	56,263.97	56,716.97	45,425.85	53,834.78	54,287.78	43,361.04	51,405.59	51,858.59	41,296.23	48,976.40
3,030,000	47,643.15	56,444.67	56,899.17	45,571.71	54,007.68	54,462.18	43,500.27	51,570.69	52,025.19	41,428.83	49,133.70
3,040,000	47,795.64	56,625.37	57,081.37	45,717.57	54,180.58	54,636.58	43,639.50	51,735.79	52,191.79	41,561.43	49,291.00
3,050,000	47,948.13	56,806.07	57,263.57	45,863.43	54,353.48	54,810.98	43,778.73	51,900.89	52,358.39	41,694.03	49,448.30

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
3,060,000	48,100.62	56,986.77	57,445.77	46,009.29	54,526.38	54,985.38	43,917.96	52,065.99	52,524.99	41,826.63	49,605.60
3,070,000	48,253.11	57,167.47	57,627.97	46,155.15	54,699.28	55,159.78	44,057.19	52,231.09	52,691.59	41,959.23	49,762.90
3,080,000	48,405.60	57,348.17	57,810.17	46,301.01	54,872.18	55,334.18	44,196.42	52,396.19	52,858.19	42,091.83	49,920.20
3,090,000	48,558.09	57,528.87	57,992.37	46,446.87	55,045.08	55,508.58	44,335.65	52,561.29	53,024.79	42,224.43	50,077.50
3,100,000	48,710.58	57,709.57	58,174.57	46,592.73	55,217.98	55,682.98	44,474.88	52,726.39	53,191.39	42,357.03	50,234.80
3,110,000	48,863.07	57,890.27	58,356.77	46,738.59	55,390.88	55,857.38	44,614.11	52,891.49	53,357.99	42,489.63	50,392.10
3,120,000	49,015.56	58,070.97	58,538.97	46,884.45	55,563.78	56,031.78	44,753.34	53,056.59	53,524.59	42,622.23	50,549.40
3,130,000	49,168.05	58,251.67	58,721.17	47,030.31	55,736.68	56,206.18	44,892.57	53,221.69	53,691.19	42,754.83	50,706.70
3,140,000	49,320.54	58,432.37	58,903.37	47,176.17	55,909.58	56,380.58	45,031.80	53,386.79	53,857.79	42,887.43	50,864.00
3,150,000	49,473.03	58,613.07	59,085.57	47,322.03	56,082.48	56,554.98	45,171.03	53,551.89	54,024.39	43,020.03	51,021.30
3,160,000	49,625.52	58,793.77	59,267.77	47,467.89	56,255.38	56,729.38	45,310.26	53,716.99	54,190.99	43,152.63	51,178.60
3,170,000	49,778.01	58,974.47	59,449.97	47,613.75	56,428.28	56,903.78	45,449.49	53,882.09	54,357.59	43,285.23	51,335.90
3,180,000	49,930.50	59,155.17	59,632.17	47,759.61	56,601.18	57,078.18	45,588.72	54,047.19	54,524.19	43,417.83	51,493.20
3,190,000	50,082.99	59,335.87	59,814.37	47,905.47	56,774.08	57,252.58	45,727.95	54,212.29	54,690.79	43,550.43	51,650.50
3,200,000	50,235.48	59,516.57	59,996.57	48,051.33	56,946.98	57,426.98	45,867.18	54,377.39	54,857.39	43,683.03	51,807.80
3,210,000	50,387.97	59,697.27	60,178.77	48,197.19	57,119.88	57,601.38	46,006.41	54,542.49	55,023.99	43,815.63	51,965.10
3,220,000	50,540.46	59,877.97	60,360.97	48,343.05	57,292.78	57,775.78	46,145.64	54,707.59	55,190.59	43,948.23	52,122.40
3,230,000	50,692.95	60,058.67	60,543.17	48,488.91	57,465.68	57,950.18	46,284.87	54,872.69	55,357.19	44,080.83	52,279.70
3,240,000	50,845.44	60,239.37	60,725.37	48,634.77	57,638.58	58,124.58	46,424.10	55,037.79	55,523.79	44,213.43	52,437.00
3,250,000	50,997.93	60,420.07	60,907.57	48,780.63	57,811.48	58,298.98	46,563.33	55,202.89	55,690.39	44,346.03	52,594.30
3,260,000	51,150.42	60,600.77	61,089.77	48,926.49	57,984.38	58,473.38	46,702.56	55,367.99	55,856.99	44,478.63	52,751.60
3,270,000	51,302.91	60,781.47	61,271.97	49,072.35	58,157.28	58,647.78	46,841.79	55,533.09	56,023.59	44,611.23	52,908.90
3,280,000	51,455.40	60,962.17	61,454.17	49,218.21	58,330.18	58,822.18	46,981.02	55,698.19	56,190.19	44,743.83	53,066.20
3,290,000	51,607.89	61,142.87	61,636.37	49,364.07	58,503.08	58,996.58	47,120.25	55,863.29	56,356.79	44,876.43	53,223.50
3,300,000	51,760.38	61,323.57	61,818.57	49,509.93	58,675.98	59,170.98	47,259.48	56,028.39	56,523.39	45,009.03	53,380.80
3,310,000	51,912.87	61,504.27	62,000.77	49,655.79	58,848.88	59,345.38	47,398.71	56,193.49	56,689.99	45,141.63	53,538.10
3,320,000	52,065.36	61,684.97	62,182.97	49,801.65	59,021.78	59,519.78	47,537.94	56,358.59	56,856.59	45,274.23	53,695.40
3,330,000	52,217.85	61,865.67	62,365.17	49,947.51	59,194.68	59,694.18	47,677.17	56,523.69	57,023.19	45,406.83	53,852.70
3,340,000	52,370.34	62,046.37	62,547.37	50,093.37	59,367.58	59,868.58	47,816.40	56,688.79	57,189.79	45,539.43	54,010.00
3,350,000	52,522.83	62,227.07	62,729.57	50,239.23	59,540.48	60,042.98	47,955.63	56,853.89	57,356.39	45,672.03	54,167.30
3,360,000	52,675.32	62,407.77	62,911.77	50,385.09	59,713.38	60,217.38	48,094.86	57,018.99	57,522.99	45,804.63	54,324.60
3,370,000	52,827.81	62,588.47	63,093.97	50,530.95	59,886.28	60,391.78	48,234.09	57,184.09	57,689.59	45,937.23	54,481.90
3,380,000	52,980.30	62,769.17	63,276.17	50,676.81	60,059.18	60,566.18	48,373.32	57,349.19	57,856.19	46,069.83	54,639.20
3,390,000	53,132.79	62,949.87	63,458.37	50,822.67	60,232.08	60,740.58	48,512.55	57,514.29	58,022.79	46,202.43	54,796.50
3,400,000	53,285.28	63,130.57	63,640.57	50,968.53	60,404.98	60,914.98	48,651.78	57,679.39	58,189.39	46,335.03	54,953.80

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
3,410,000	53,437.77	63,311.27	63,822.77	51,114.39	60,577.88	61,089.38	48,791.01	57,844.49	58,355.99	46,467.63	55,111.10
3,420,000	53,590.26	63,491.97	64,004.97	51,260.25	60,750.78	61,263.78	48,930.24	58,009.59	58,522.59	46,600.23	55,268.40
3,430,000	53,742.75	63,672.67	64,187.17	51,406.11	60,923.68	61,438.18	49,069.47	58,174.69	58,689.19	46,732.83	55,425.70
3,440,000	53,895.24	63,853.37	64,369.37	51,551.97	61,096.58	61,612.58	49,208.70	58,339.79	58,855.79	46,865.43	55,583.00
3,450,000	54,047.73	64,034.07	64,551.57	51,697.83	61,269.48	61,786.98	49,347.93	58,504.89	59,022.39	46,998.03	55,740.30
3,460,000	54,200.22	64,214.77	64,733.77	51,843.69	61,442.38	61,961.38	49,487.16	58,669.99	59,188.99	47,130.63	55,897.60
3,470,000	54,352.71	64,395.47	64,915.97	51,989.55	61,615.28	62,135.78	49,626.39	58,835.09	59,355.59	47,263.23	56,054.90
3,480,000	54,505.20	64,576.17	65,098.17	52,135.41	61,788.18	62,310.18	49,765.62	59,000.19	59,522.19	47,395.83	56,212.20
3,490,000	54,657.69	64,756.87	65,280.37	52,281.27	61,961.08	62,484.58	49,904.85	59,165.29	59,688.79	47,528.43	56,369.50
3,500,000	54,810.18	64,937.57	65,462.57	52,427.13	62,133.98	62,658.98	50,044.08	59,330.39	59,855.39	47,661.03	56,526.80
3,510,000	54,962.67	65,118.27	65,644.77	52,572.99	62,306.88	62,833.38	50,183.31	59,495.49	60,021.99	47,793.63	56,684.10
3,520,000	55,115.16	65,298.97	65,826.97	52,718.85	62,479.78	63,007.78	50,322.54	59,660.59	60,188.59	47,926.23	56,841.40
3,530,000	55,267.65	65,479.67	66,009.17	52,864.71	62,652.68	63,182.18	50,461.77	59,825.69	60,355.19	48,058.83	56,998.70
3,540,000	55,420.14	65,660.37	66,191.37	53,010.57	62,825.58	63,356.58	50,601.00	59,990.79	60,521.79	48,191.43	57,156.00
3,550,000	55,572.63	65,841.07	66,373.57	53,156.43	62,998.48	63,530.98	50,740.23	60,155.89	60,688.39	48,324.03	57,313.30
3,560,000	55,725.12	66,021.77	66,555.77	53,302.29	63,171.38	63,705.38	50,879.46	60,320.99	60,854.99	48,456.63	57,470.60
3,570,000	55,877.61	66,202.47	66,737.97	53,448.15	63,344.28	63,879.78	51,018.69	60,486.09	61,021.59	48,589.23	57,627.90
3,580,000	56,030.10	66,383.17	66,920.17	53,594.01	63,517.18	64,054.18	51,157.92	60,651.19	61,188.19	48,721.83	57,785.20
3,590,000	56,182.59	66,563.87	67,102.37	53,739.87	63,690.08	64,228.58	51,297.15	60,816.29	61,354.79	48,854.43	57,942.50
3,600,000	56,335.08	66,744.57	67,284.57	53,885.73	63,862.98	64,402.98	51,436.38	60,981.39	61,521.39	48,987.03	58,099.80
3,610,000	56,487.57	66,925.27	67,466.77	54,031.59	64,035.88	64,577.38	51,575.61	61,146.49	61,687.99	49,119.63	58,257.10
3,620,000	56,640.06	67,105.97	67,648.97	54,177.45	64,208.78	64,751.78	51,714.84	61,311.59	61,854.59	49,252.23	58,414.40
3,630,000	56,792.55	67,286.67	67,831.17	54,323.31	64,381.68	64,926.18	51,854.07	61,476.69	62,021.19	49,384.83	58,571.70
3,640,000	56,945.04	67,467.37	68,013.37	54,469.17	64,554.58	65,100.58	51,993.30	61,641.79	62,187.79	49,517.43	58,729.00
3,650,000	57,097.53	67,648.07	68,195.57	54,615.03	64,727.48	65,274.98	52,132.53	61,806.89	62,354.39	49,650.03	58,886.30
3,660,000	57,250.02	67,828.77	68,377.77	54,760.89	64,900.38	65,449.38	52,271.76	61,971.99	62,520.99	49,782.63	59,043.60
3,670,000	57,402.51	68,009.47	68,559.97	54,906.75	65,073.28	65,623.78	52,410.99	62,137.09	62,687.59	49,915.23	59,200.90
3,680,000	57,555.00	68,190.17	68,742.17	55,052.61	65,246.18	65,798.18	52,550.22	62,302.19	62,854.19	50,047.83	59,358.20
3,690,000	57,707.49	68,370.87	68,924.37	55,198.47	65,419.08	65,972.58	52,689.45	62,467.29	63,020.79	50,180.43	59,515.50
3,700,000	57,859.98	68,551.57	69,106.57	55,344.33	65,591.98	66,146.98	52,828.68	62,632.39	63,187.39	50,313.03	59,672.80
3,710,000	58,012.47	68,732.27	69,288.77	55,490.19	65,764.88	66,321.38	52,967.91	62,797.49	63,353.99	50,445.63	59,830.10
3,720,000	58,164.96	68,912.97	69,470.97	55,636.05	65,937.78	66,495.78	53,107.14	62,962.59	63,520.59	50,578.23	59,987.40
3,730,000	58,317.45	69,093.67	69,653.17	55,781.91	66,110.68	66,670.18	53,246.37	63,127.69	63,687.19	50,710.83	60,144.70
3,740,000	58,469.94	69,274.37	69,835.37	55,927.77	66,283.58	66,844.58	53,385.60	63,292.79	63,853.79	50,843.43	60,302.00
3,750,000	58,622.43	69,455.07	70,017.57	56,073.63	66,456.48	67,018.98	53,524.83	63,457.89	64,020.39	50,976.03	60,459.30

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
3,760,000	58,774.92	69,635.77	70,199.77	56,219.49	66,629.38	67,193.38	53,664.06	63,622.99	64,186.99	51,108.63	60,616.60
3,770,000	58,927.41	69,816.47	70,381.97	56,365.35	66,802.28	67,367.78	53,803.29	63,788.09	64,353.59	51,241.23	60,773.90
3,780,000	59,079.90	69,997.17	70,564.17	56,511.21	66,975.18	67,542.18	53,942.52	63,953.19	64,520.19	51,373.83	60,931.20
3,790,000	59,232.39	70,177.87	70,746.37	56,657.07	67,148.08	67,716.58	54,081.75	64,118.29	64,686.79	51,506.43	61,088.50
3,800,000	59,384.88	70,358.57	70,928.57	56,802.93	67,320.98	67,890.98	54,220.98	64,283.39	64,853.39	51,639.03	61,245.80
3,810,000	59,537.37	70,539.27	71,110.77	56,948.79	67,493.88	68,065.38	54,360.21	64,448.49	65,019.99	51,771.63	61,403.10
3,820,000	59,689.86	70,719.97	71,292.97	57,094.65	67,666.78	68,239.78	54,499.44	64,613.59	65,186.59	51,904.23	61,560.40
3,830,000	59,842.35	70,900.67	71,475.17	57,240.51	67,839.68	68,414.18	54,638.67	64,778.69	65,353.19	52,036.83	61,717.70
3,840,000	59,994.84	71,081.37	71,657.37	57,386.37	68,012.58	68,588.58	54,777.90	64,943.79	65,519.79	52,169.43	61,875.00
3,850,000	60,147.33	71,262.07	71,839.57	57,532.23	68,185.48	68,762.98	54,917.13	65,108.89	65,686.39	52,302.03	62,032.30
3,860,000	60,299.82	71,442.77	72,021.77	57,678.09	68,358.38	68,937.38	55,056.36	65,273.99	65,852.99	52,434.63	62,189.60
3,870,000	60,452.31	71,623.47	72,203.97	57,823.95	68,531.28	69,111.78	55,195.59	65,439.09	66,019.59	52,567.23	62,346.90
3,880,000	60,604.80	71,804.17	72,386.17	57,969.81	68,704.18	69,286.18	55,334.82	65,604.19	66,186.19	52,699.83	62,504.20
3,890,000	60,757.29	71,984.87	72,568.37	58,115.67	68,877.08	69,460.58	55,474.05	65,769.29	66,352.79	52,832.43	62,661.50
3,900,000	60,909.78	72,165.57	72,750.57	58,261.53	69,049.98	69,634.98	55,613.28	65,934.39	66,519.39	52,965.03	62,818.80
3,910,000	61,062.27	72,346.27	72,932.77	58,407.39	69,222.88	69,809.38	55,752.51	66,099.49	66,685.99	53,097.63	62,976.10
3,920,000	61,214.76	72,526.97	73,114.97	58,553.25	69,395.78	69,983.78	55,891.74	66,264.59	66,852.59	53,230.23	63,133.40
3,930,000	61,367.25	72,707.67	73,297.17	58,699.11	69,568.68	70,158.18	56,030.97	66,429.69	67,019.19	53,362.83	63,290.70
3,940,000	61,519.74	72,888.37	73,479.37	58,844.97	69,741.58	70,332.58	56,170.20	66,594.79	67,185.79	53,495.43	63,448.00
3,950,000	61,672.23	73,069.07	73,661.57	58,990.83	69,914.48	70,506.98	56,309.43	66,759.89	67,352.39	53,628.03	63,605.30
3,960,000	61,824.72	73,249.77	73,843.77	59,136.69	70,087.38	70,681.38	56,448.66	66,924.99	67,518.99	53,760.63	63,762.60
3,970,000	61,977.21	73,430.47	74,025.97	59,282.55	70,260.28	70,855.78	56,587.89	67,090.09	67,685.59	53,893.23	63,919.90
3,980,000	62,129.70	73,611.17	74,208.17	59,428.41	70,433.18	71,030.18	56,727.12	67,255.19	67,852.19	54,025.83	64,077.20
3,990,000	62,282.19	73,791.87	74,390.37	59,574.27	70,606.08	71,204.58	56,866.35	67,420.29	68,018.79	54,158.43	64,234.50
4,000,000	62,434.68	73,972.57	74,572.57	59,720.13	70,778.98	71,378.98	57,005.58	67,585.39	68,185.39	54,291.03	64,391.80
4,010,000	62,587.17	74,153.27	74,754.77	59,865.99	70,951.88	71,553.38	57,144.81	67,750.49	68,351.99	54,423.63	64,549.10
4,020,000	62,739.66	74,333.97	74,936.97	60,011.85	71,124.78	71,727.78	57,284.04	67,915.59	68,518.59	54,556.23	64,706.40
4,030,000	62,892.15	74,514.67	75,119.17	60,157.71	71,297.68	71,902.18	57,423.27	68,080.69	68,685.19	54,688.83	64,863.70
4,040,000	63,044.64	74,695.37	75,301.37	60,303.57	71,470.58	72,076.58	57,562.50	68,245.79	68,851.79	54,821.43	65,021.00
4,050,000	63,197.13	74,876.07	75,483.57	60,449.43	71,643.48	72,250.98	57,701.73	68,410.89	69,018.39	54,954.03	65,178.30
4,060,000	63,349.62	75,056.77	75,665.77	60,595.29	71,816.38	72,425.38	57,840.96	68,575.99	69,184.99	55,086.63	65,335.60
4,070,000	63,502.11	75,237.47	75,847.97	60,741.15	71,989.28	72,599.78	57,980.19	68,741.09	69,351.59	55,219.23	65,492.90
4,080,000	63,654.60	75,418.17	76,030.17	60,887.01	72,162.18	72,774.18	58,119.42	68,906.19	69,518.19	55,351.83	65,650.20
4,090,000	63,807.09	75,598.87	76,212.37	61,032.87	72,335.08	72,948.58	58,258.65	69,071.29	69,684.79	55,484.43	65,807.50
4,100,000	63,959.58	75,779.57	76,394.57	61,178.73	72,507.98	73,122.98	58,397.88	69,236.39	69,851.39	55,617.03	65,964.80

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces: P. C. Fee	Permit R- Occup.
4,110,000	64,112.07	75,960.27	76,576.77	61,324.59	72,680.88	73,297.38	58,537.11	69,401.49	70,017.99	55,749.63	66,122.10
4,120,000	64,264.56	76,140.97	76,758.97	61,470.45	72,853.78	73,471.78	58,676.34	69,566.59	70,184.59	55,882.23	66,279.40
4,130,000	64,417.05	76,321.67	76,941.17	61,616.31	73,026.68	73,646.18	58,815.57	69,731.69	70,351.19	56,014.83	66,436.70
4,140,000	64,569.54	76,502.37	77,123.37	61,762.17	73,199.58	73,820.58	58,954.80	69,896.79	70,517.79	56,147.43	66,594.00
4,150,000	64,722.03	76,683.07	77,305.57	61,908.03	73,372.48	73,994.98	59,094.03	70,061.89	70,684.39	56,280.03	66,751.30
4,160,000	64,874.52	76,863.77	77,487.77	62,053.89	73,545.38	74,169.38	59,233.26	70,226.99	70,850.99	56,412.63	66,908.60
4,170,000	65,027.01	77,044.47	77,669.97	62,199.75	73,718.28	74,343.78	59,372.49	70,392.09	71,017.59	56,545.23	67,065.90
4,180,000	65,179.50	77,225.17	77,852.17	62,345.61	73,891.18	74,518.18	59,511.72	70,557.19	71,184.19	56,677.83	67,223.20
4,190,000	65,331.99	77,405.87	78,034.37	62,491.47	74,064.08	74,692.58	59,650.95	70,722.29	71,350.79	56,810.43	67,380.50
4,200,000	65,484.48	77,586.57	78,216.57	62,637.33	74,236.98	74,866.98	59,790.18	70,887.39	71,517.39	56,943.03	67,537.80
4,210,000	65,636.97	77,767.27	78,398.77	62,783.19	74,409.88	75,041.38	59,929.41	71,052.49	71,683.99	57,075.63	67,695.10
4,220,000	65,789.46	77,947.97	78,580.97	62,929.05	74,582.78	75,215.78	60,068.64	71,217.59	71,850.59	57,208.23	67,852.40
4,230,000	65,941.95	78,128.67	78,763.17	63,074.91	74,755.68	75,390.18	60,207.87	71,382.69	72,017.19	57,340.83	68,009.70
4,240,000	66,094.44	78,309.37	78,945.37	63,220.77	74,928.58	75,564.58	60,347.10	71,547.79	72,183.79	57,473.43	68,167.00
4,250,000	66,246.93	78,490.07	79,127.57	63,366.63	75,101.48	75,738.98	60,486.33	71,712.89	72,350.39	57,606.03	68,324.30
4,260,000	66,399.42	78,670.77	79,309.77	63,512.49	75,274.38	75,913.38	60,625.56	71,877.99	72,516.99	57,738.63	68,481.60
4,270,000	66,551.91	78,851.47	79,491.97	63,658.35	75,447.28	76,087.78	60,764.79	72,043.09	72,683.59	57,871.23	68,638.90
4,280,000	66,704.40	79,032.17	79,674.17	63,804.21	75,620.18	76,262.18	60,904.02	72,208.19	72,850.19	58,003.83	68,796.20
4,290,000	66,856.89	79,212.87	79,856.37	63,950.07	75,793.08	76,436.58	61,043.25	72,373.29	73,016.79	58,136.43	68,953.50
4,300,000	67,009.38	79,393.57	80,038.57	64,095.93	75,965.98	76,610.98	61,182.48	72,538.39	73,183.39	58,269.03	69,110.80
4,310,000	67,161.87	79,574.27	80,220.77	64,241.79	76,138.88	76,785.38	61,321.71	72,703.49	73,349.99	58,401.63	69,268.10
4,320,000	67,314.36	79,754.97	80,402.97	64,387.65	76,311.78	76,959.78	61,460.94	72,868.59	73,516.59	58,534.23	69,425.40
4,330,000	67,466.85	79,935.67	80,585.17	64,533.51	76,484.68	77,134.18	61,600.17	73,033.69	73,683.19	58,666.83	69,582.70
4,340,000	67,619.34	80,116.37	80,767.37	64,679.37	76,657.58	77,308.58	61,739.40	73,198.79	73,849.79	58,799.43	69,740.00
4,350,000	67,771.83	80,297.07	80,949.57	64,825.23	76,830.48	77,482.98	61,878.63	73,363.89	74,016.39	58,932.03	69,897.30
4,360,000	67,924.32	80,477.77	81,131.77	64,971.09	77,003.38	77,657.38	62,017.86	73,528.99	74,182.99	59,064.63	70,054.60
4,370,000	68,076.81	80,658.47	81,313.97	65,116.95	77,176.28	77,831.78	62,157.09	73,694.09	74,349.59	59,197.23	70,211.90
4,380,000	68,229.30	80,839.17	81,496.17	65,262.81	77,349.18	78,006.18	62,296.32	73,859.19	74,516.19	59,329.83	70,369.20
4,390,000	68,381.79	81,019.87	81,678.37	65,408.67	77,522.08	78,180.58	62,435.55	74,024.29	74,682.79	59,462.43	70,526.50
4,400,000	68,534.28	81,200.57	81,860.57	65,554.53	77,694.98	78,354.98	62,574.78	74,189.39	74,849.39	59,595.03	70,683.80
4,410,000	68,686.77	81,381.27	82,042.77	65,700.39	77,867.88	78,529.38	62,714.01	74,354.49	75,015.99	59,727.63	70,841.10
4,420,000	68,839.26	81,561.97	82,224.97	65,846.25	78,040.78	78,703.78	62,853.24	74,519.59	75,182.59	59,860.23	70,998.40
4,430,000	68,991.75	81,742.67	82,407.17	65,992.11	78,213.68	78,878.18	62,992.47	74,684.69	75,349.19	59,992.83	71,155.70
4,440,000	69,144.24	81,923.37	82,589.37	66,137.97	78,386.58	79,052.58	63,131.70	74,849.79	75,515.79	60,125.43	71,313.00
4,450,000	69,296.73	82,104.07	82,771.57	66,283.83	78,559.48	79,226.98	63,270.93	75,014.89	75,682.39	60,258.03	71,470.30

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
4,460,000	69,449.22	82,284.77	82,953.77	66,429.69	78,732.38	79,401.38	63,410.16	75,179.99	75,848.99	60,390.63	71,627.60
4,470,000	69,601.71	82,465.47	83,135.97	66,575.55	78,905.28	79,575.78	63,549.39	75,345.09	76,015.59	60,523.23	71,784.90
4,480,000	69,754.20	82,646.17	83,318.17	66,721.41	79,078.18	79,750.18	63,688.62	75,510.19	76,182.19	60,655.83	71,942.20
4,490,000	69,906.69	82,826.87	83,500.37	66,867.27	79,251.08	79,924.58	63,827.85	75,675.29	76,348.79	60,788.43	72,099.50
4,500,000	70,059.18	83,007.57	83,682.57	67,013.13	79,423.98	80,098.98	63,967.08	75,840.39	76,515.39	60,921.03	72,256.80
4,510,000	70,211.67	83,188.27	83,864.77	67,158.99	79,596.88	80,273.38	64,106.31	76,005.49	76,681.99	61,053.63	72,414.10
4,520,000	70,364.16	83,368.97	84,046.97	67,304.85	79,769.78	80,447.78	64,245.54	76,170.59	76,848.59	61,186.23	72,571.40
4,530,000	70,516.65	83,549.67	84,229.17	67,450.71	79,942.68	80,622.18	64,384.77	76,335.69	77,015.19	61,318.83	72,728.70
4,540,000	70,669.14	83,730.37	84,411.37	67,596.57	80,115.58	80,796.58	64,524.00	76,500.79	77,181.79	61,451.43	72,886.00
4,550,000	70,821.63	83,911.07	84,593.57	67,742.43	80,288.48	80,970.98	64,663.23	76,665.89	77,348.39	61,584.03	73,043.30
4,560,000	70,974.12	84,091.77	84,775.77	67,888.29	80,461.38	81,145.38	64,802.46	76,830.99	77,514.99	61,716.63	73,200.60
4,570,000	71,126.61	84,272.47	84,957.97	68,034.15	80,634.28	81,319.78	64,941.69	76,996.09	77,681.59	61,849.23	73,357.90
4,580,000	71,279.10	84,453.17	85,140.17	68,180.01	80,807.18	81,494.18	65,080.92	77,161.19	77,848.19	61,981.83	73,515.20
4,590,000	71,431.59	84,633.87	85,322.37	68,325.87	80,980.08	81,668.58	65,220.15	77,326.29	78,014.79	62,114.43	73,672.50
4,600,000	71,584.08	84,814.57	85,504.57	68,471.73	81,152.98	81,842.98	65,359.38	77,491.39	78,181.39	62,247.03	73,829.80
4,610,000	71,736.57	84,995.27	85,686.77	68,617.59	81,325.88	82,017.38	65,498.61	77,656.49	78,347.99	62,379.63	73,987.10
4,620,000	71,889.06	85,175.97	85,868.97	68,763.45	81,498.78	82,191.78	65,637.84	77,821.59	78,514.59	62,512.23	74,144.40
4,630,000	72,041.55	85,356.67	86,051.17	68,909.31	81,671.68	82,366.18	65,777.07	77,986.69	78,681.19	62,644.83	74,301.70
4,640,000	72,194.04	85,537.37	86,233.37	69,055.17	81,844.58	82,540.58	65,916.30	78,151.79	78,847.79	62,777.43	74,459.00
4,650,000	72,346.53	85,718.07	86,415.57	69,201.03	82,017.48	82,714.98	66,055.53	78,316.89	79,014.39	62,910.03	74,616.30
4,660,000	72,499.02	85,898.77	86,597.77	69,346.89	82,190.38	82,889.38	66,194.76	78,481.99	79,180.99	63,042.63	74,773.60
4,670,000	72,651.51	86,079.47	86,779.97	69,492.75	82,363.28	83,063.78	66,333.99	78,647.09	79,347.59	63,175.23	74,930.90
4,680,000	72,804.00	86,260.17	86,962.17	69,638.61	82,536.18	83,238.18	66,473.22	78,812.19	79,514.19	63,307.83	75,088.20
4,690,000	72,956.49	86,440.87	87,144.37	69,784.47	82,709.08	83,412.58	66,612.45	78,977.29	79,680.79	63,440.43	75,245.50
4,700,000	73,108.98	86,621.57	87,326.57	69,930.33	82,881.98	83,586.98	66,751.68	79,142.39	79,847.39	63,573.03	75,402.80
4,710,000	73,261.47	86,802.27	87,508.77	70,076.19	83,054.88	83,761.38	66,890.91	79,307.49	80,013.99	63,705.63	75,560.10
4,720,000	73,413.96	86,982.97	87,690.97	70,222.05	83,227.78	83,935.78	67,030.14	79,472.59	80,180.59	63,838.23	75,717.40
4,730,000	73,566.45	87,163.67	87,873.17	70,367.91	83,400.68	84,110.18	67,169.37	79,637.69	80,347.19	63,970.83	75,874.70
4,740,000	73,718.94	87,344.37	88,055.37	70,513.77	83,573.58	84,284.58	67,308.60	79,802.79	80,513.79	64,103.43	76,032.00
4,750,000	73,871.43	87,525.07	88,237.57	70,659.63	83,746.48	84,458.98	67,447.83	79,967.89	80,680.39	64,236.03	76,189.30
4,760,000	74,023.92	87,705.77	88,419.77	70,805.49	83,919.38	84,633.38	67,587.06	80,132.99	80,846.99	64,368.63	76,346.60
4,770,000	74,176.41	87,886.47	88,601.97	70,951.35	84,092.28	84,807.78	67,726.29	80,298.09	81,013.59	64,501.23	76,503.90
4,780,000	74,328.90	88,067.17	88,784.17	71,097.21	84,265.18	84,982.18	67,865.52	80,463.19	81,180.19	64,633.83	76,661.20
4,790,000	74,481.39	88,247.87	88,966.37	71,243.07	84,438.08	85,156.58	68,004.75	80,628.29	81,346.79	64,766.43	76,818.50
4,800,000	74,633.88	88,428.57	89,148.57	71,388.93	84,610.98	85,330.98	68,143.98	80,793.39	81,513.39	64,899.03	76,975.80

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces: P. C. Fee	Permit R- Occup.
4,810,000	74,786.37	88,609.27	89,330.77	71,534.79	84,783.88	85,505.38	68,283.21	80,958.49	81,679.99	65,031.63	77,133.10
4,820,000	74,938.86	88,789.97	89,512.97	71,680.65	84,956.78	85,679.78	68,422.44	81,123.59	81,846.59	65,164.23	77,290.40
4,830,000	75,091.35	88,970.67	89,695.17	71,826.51	85,129.68	85,854.18	68,561.67	81,288.69	82,013.19	65,296.83	77,447.70
4,840,000	75,243.84	89,151.37	89,877.37	71,972.37	85,302.58	86,028.58	68,700.90	81,453.79	82,179.79	65,429.43	77,605.00
4,850,000	75,396.33	89,332.07	90,059.57	72,118.23	85,475.48	86,202.98	68,840.13	81,618.89	82,346.39	65,562.03	77,762.30
4,860,000	75,548.82	89,512.77	90,241.77	72,264.09	85,648.38	86,377.38	68,979.36	81,783.99	82,512.99	65,694.63	77,919.60
4,870,000	75,701.31	89,693.47	90,423.97	72,409.95	85,821.28	86,551.78	69,118.59	81,949.09	82,679.59	65,827.23	78,076.90
4,880,000	75,853.80	89,874.17	90,606.17	72,555.81	85,994.18	86,726.18	69,257.82	82,114.19	82,846.19	65,959.83	78,234.20
4,890,000	76,006.29	90,054.87	90,788.37	72,701.67	86,167.08	86,900.58	69,397.05	82,279.29	83,012.79	66,092.43	78,391.50
4,900,000	76,158.78	90,235.57	90,970.57	72,847.53	86,339.98	87,074.98	69,536.28	82,444.39	83,179.39	66,225.03	78,548.80
4,910,000	76,311.27	90,416.27	91,152.77	72,993.39	86,512.88	87,249.38	69,675.51	82,609.49	83,345.99	66,357.63	78,706.10
4,920,000	76,463.76	90,596.97	91,334.97	73,139.25	86,685.78	87,423.78	69,814.74	82,774.59	83,512.59	66,490.23	78,863.40
4,930,000	76,616.25	90,777.67	91,517.17	73,285.11	86,858.68	87,598.18	69,953.97	82,939.69	83,679.19	66,622.83	79,020.70
4,940,000	76,768.74	90,958.37	91,699.37	73,430.97	87,031.58	87,772.58	70,093.20	83,104.79	83,845.79	66,755.43	79,178.00
4,950,000	76,921.23	91,139.07	91,881.57	73,576.83	87,204.48	87,946.98	70,232.43	83,269.89	84,012.39	66,888.03	79,335.30
4,960,000	77,073.72	91,319.77	92,063.77	73,722.69	87,377.38	88,121.38	70,371.66	83,434.99	84,178.99	67,020.63	79,492.60
4,970,000	77,226.21	91,500.47	92,245.97	73,868.55	87,550.28	88,295.78	70,510.89	83,600.09	84,345.59	67,153.23	79,649.90
4,980,000	77,378.70	91,681.17	92,428.17	74,014.41	87,723.18	88,470.18	70,650.12	83,765.19	84,512.19	67,285.83	79,807.20
4,990,000	77,531.19	91,861.87	92,610.37	74,160.27	87,896.08	88,644.58	70,789.35	83,930.29	84,678.79	67,418.43	79,964.50
5,000,000	77,683.68	92,042.57	92,792.57	74,306.13	88,068.98	88,818.98	70,928.58	84,095.39	84,845.39	67,551.03	80,121.80
5,010,000	77,836.17	92,223.27	92,974.77	74,451.99	88,241.88	88,993.38	71,067.81	84,260.49	85,011.99	67,683.63	80,279.10
5,020,000	77,988.66	92,403.97	93,156.97	74,597.85	88,414.78	89,167.78	71,207.04	84,425.59	85,178.59	67,816.23	80,436.40
5,030,000	78,141.15	92,584.67	93,339.17	74,743.71	88,587.68	89,342.18	71,346.27	84,590.69	85,345.19	67,948.83	80,593.70
5,040,000	78,293.64	92,765.37	93,521.37	74,889.57	88,760.58	89,516.58	71,485.50	84,755.79	85,511.79	68,081.43	80,751.00
5,050,000	78,446.13	92,946.07	93,703.57	75,035.43	88,933.48	89,690.98	71,624.73	84,920.89	85,678.39	68,214.03	80,908.30
5,060,000	78,598.62	93,126.77	93,885.77	75,181.29	89,106.38	89,865.38	71,763.96	85,085.99	85,844.99	68,346.63	81,065.60
5,070,000	78,751.11	93,307.47	94,067.97	75,327.15	89,279.28	90,039.78	71,903.19	85,251.09	86,011.59	68,479.23	81,222.90
5,080,000	78,903.60	93,488.17	94,250.17	75,473.01	89,452.18	90,214.18	72,042.42	85,416.19	86,178.19	68,611.83	81,380.20
5,090,000	79,056.09	93,668.87	94,432.37	75,618.87	89,625.08	90,388.58	72,181.65	85,581.29	86,344.79	68,744.43	81,537.50
5,100,000	79,208.58	93,849.57	94,614.57	75,764.73	89,797.98	90,562.98	72,320.88	85,746.39	86,511.39	68,877.03	81,694.80
5,110,000	79,361.07	94,030.27	94,796.77	75,910.59	89,970.88	90,737.38	72,460.11	85,911.49	86,677.99	69,009.63	81,852.10
5,120,000	79,513.56	94,210.97	94,978.97	76,056.45	90,143.78	90,911.78	72,599.34	86,076.59	86,844.59	69,142.23	82,009.40
5,130,000	79,666.05	94,391.67	95,161.17	76,202.31	90,316.68	91,086.18	72,738.57	86,241.69	87,011.19	69,274.83	82,166.70
5,140,000	79,818.54	94,572.37	95,343.37	76,348.17	90,489.58	91,260.58	72,877.80	86,406.79	87,177.79	69,407.43	82,324.00
5,150,000	79,971.03	94,753.07	95,525.57	76,494.03	90,662.48	91,434.98	73,017.03	86,571.89	87,344.39	69,540.03	82,481.30

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
5,160,000	80,123.52	94,933.77	95,707.77	76,639.89	90,835.38	91,609.38	73,156.26	86,736.99	87,510.99	69,672.63	82,638.60
5,170,000	80,276.01	95,114.47	95,889.97	76,785.75	91,008.28	91,783.78	73,295.49	86,902.09	87,677.59	69,805.23	82,795.90
5,180,000	80,428.50	95,295.17	96,072.17	76,931.61	91,181.18	91,958.18	73,434.72	87,067.19	87,844.19	69,937.83	82,953.20
5,190,000	80,580.99	95,475.87	96,254.37	77,077.47	91,354.08	92,132.58	73,573.95	87,232.29	88,010.79	70,070.43	83,110.50
5,200,000	80,733.48	95,656.57	96,436.57	77,223.33	91,526.98	92,306.98	73,713.18	87,397.39	88,177.39	70,203.03	83,267.80
5,210,000	80,885.97	95,837.27	96,618.77	77,369.19	91,699.88	92,481.38	73,852.41	87,562.49	88,343.99	70,335.63	83,425.10
5,220,000	81,038.46	96,017.97	96,800.97	77,515.05	91,872.78	92,655.78	73,991.64	87,727.59	88,510.59	70,468.23	83,582.40
5,230,000	81,190.95	96,198.67	96,983.17	77,660.91	92,045.68	92,830.18	74,130.87	87,892.69	88,677.19	70,600.83	83,739.70
5,240,000	81,343.44	96,379.37	97,165.37	77,806.77	92,218.58	93,004.58	74,270.10	88,057.79	88,843.79	70,733.43	83,897.00
5,250,000	81,495.93	96,560.07	97,347.57	77,952.63	92,391.48	93,178.98	74,409.33	88,222.89	89,010.39	70,866.03	84,054.30
5,260,000	81,648.42	96,740.77	97,529.77	78,098.49	92,564.38	93,353.38	74,548.56	88,387.99	89,176.99	70,998.63	84,211.60
5,270,000	81,800.91	96,921.47	97,711.97	78,244.35	92,737.28	93,527.78	74,687.79	88,553.09	89,343.59	71,131.23	84,368.90
5,280,000	81,953.40	97,102.17	97,894.17	78,390.21	92,910.18	93,702.18	74,827.02	88,718.19	89,510.19	71,263.83	84,526.20
5,290,000	82,105.89	97,282.87	98,076.37	78,536.07	93,083.08	93,876.58	74,966.25	88,883.29	89,676.79	71,396.43	84,683.50
5,300,000	82,258.38	97,463.57	98,258.57	78,681.93	93,255.98	94,050.98	75,105.48	89,048.39	89,843.39	71,529.03	84,840.80
5,310,000	82,410.87	97,644.27	98,440.77	78,827.79	93,428.88	94,225.38	75,244.71	89,213.49	90,009.99	71,661.63	84,998.10
5,320,000	82,563.36	97,824.97	98,622.97	78,973.65	93,601.78	94,399.78	75,383.94	89,378.59	90,176.59	71,794.23	85,155.40
5,330,000	82,715.85	98,005.67	98,805.17	79,119.51	93,774.68	94,574.18	75,523.17	89,543.69	90,343.19	71,926.83	85,312.70
5,340,000	82,868.34	98,186.37	98,987.37	79,265.37	93,947.58	94,748.58	75,662.40	89,708.79	90,509.79	72,059.43	85,470.00
5,350,000	83,020.83	98,367.07	99,169.57	79,411.23	94,120.48	94,922.98	75,801.63	89,873.89	90,676.39	72,192.03	85,627.30
5,360,000	83,173.32	98,547.77	99,351.77	79,557.09	94,293.38	95,097.38	75,940.86	90,038.99	90,842.99	72,324.63	85,784.60
5,370,000	83,325.81	98,728.47	99,533.97	79,702.95	94,466.28	95,271.78	76,080.09	90,204.09	91,009.59	72,457.23	85,941.90
5,380,000	83,478.30	98,909.17	99,716.17	79,848.81	94,639.18	95,446.18	76,219.32	90,369.19	91,176.19	72,589.83	86,099.20
5,390,000	83,630.79	99,089.87	99,898.37	79,994.67	94,812.08	95,620.58	76,358.55	90,534.29	91,342.79	72,722.43	86,256.50
5,400,000	83,783.28	99,270.57	100,080.57	80,140.53	94,984.98	95,794.98	76,497.78	90,699.39	91,509.39	72,855.03	86,413.80
5,410,000	83,935.77	99,451.27	100,262.77	80,286.39	95,157.88	95,969.38	76,637.01	90,864.49	91,675.99	72,987.63	86,571.10
5,420,000	84,088.26	99,631.97	100,444.97	80,432.25	95,330.78	96,143.78	76,776.24	91,029.59	91,842.59	73,120.23	86,728.40
5,430,000	84,240.75	99,812.67	100,627.17	80,578.11	95,503.68	96,318.18	76,915.47	91,194.69	92,009.19	73,252.83	86,885.70
5,440,000	84,393.24	99,993.37	100,809.37	80,723.97	95,676.58	96,492.58	77,054.70	91,359.79	92,175.79	73,385.43	87,043.00
5,450,000	84,545.73	100,174.07	100,991.57	80,869.83	95,849.48	96,666.98	77,193.93	91,524.89	92,342.39	73,518.03	87,200.30
5,460,000	84,698.22	100,354.77	101,173.77	81,015.69	96,022.38	96,841.38	77,333.16	91,689.99	92,508.99	73,650.63	87,357.60
5,470,000	84,850.71	100,535.47	101,355.97	81,161.55	96,195.28	97,015.78	77,472.39	91,855.09	92,675.59	73,783.23	87,514.90
5,480,000	85,003.20	100,716.17	101,538.17	81,307.41	96,368.18	97,190.18	77,611.62	92,020.19	92,842.19	73,915.83	87,672.20
5,490,000	85,155.69	100,896.87	101,720.37	81,453.27	96,541.08	97,364.58	77,750.85	92,185.29	93,008.79	74,048.43	87,829.50
5,500,000	85,308.18	101,077.57	101,902.57	81,599.13	96,713.98	97,538.98	77,890.08	92,350.39	93,175.39	74,181.03	87,986.80

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
5,510,000	85,460.67	101,258.27	102,084.77	81,744.99	96,886.88	97,713.38	78,029.31	92,515.49	93,341.99	74,313.63	88,144.10
5,520,000	85,613.16	101,438.97	102,266.97	81,890.85	97,059.78	97,887.78	78,168.54	92,680.59	93,508.59	74,446.23	88,301.40
5,530,000	85,765.65	101,619.67	102,449.17	82,036.71	97,232.68	98,062.18	78,307.77	92,845.69	93,675.19	74,578.83	88,458.70
5,540,000	85,918.14	101,800.37	102,631.37	82,182.57	97,405.58	98,236.58	78,447.00	93,010.79	93,841.79	74,711.43	88,616.00
5,550,000	86,070.63	101,981.07	102,813.57	82,328.43	97,578.48	98,410.98	78,586.23	93,175.89	94,008.39	74,844.03	88,773.30
5,560,000	86,223.12	102,161.77	102,995.77	82,474.29	97,751.38	98,585.38	78,725.46	93,340.99	94,174.99	74,976.63	88,930.60
5,570,000	86,375.61	102,342.47	103,177.97	82,620.15	97,924.28	98,759.78	78,864.69	93,506.09	94,341.59	75,109.23	89,087.90
5,580,000	86,528.10	102,523.17	103,360.17	82,766.01	98,097.18	98,934.18	79,003.92	93,671.19	94,508.19	75,241.83	89,245.20
5,590,000	86,680.59	102,703.87	103,542.37	82,911.87	98,270.08	99,108.58	79,143.15	93,836.29	94,674.79	75,374.43	89,402.50
5,600,000	86,833.08	102,884.57	103,724.57	83,057.73	98,442.98	99,282.98	79,282.38	94,001.39	94,841.39	75,507.03	89,559.80
5,610,000	86,985.57	103,065.27	103,906.77	83,203.59	98,615.88	99,457.38	79,421.61	94,166.49	95,007.99	75,639.63	89,717.10
5,620,000	87,138.06	103,245.97	104,088.97	83,349.45	98,788.78	99,631.78	79,560.84	94,331.59	95,174.59	75,772.23	89,874.40
5,630,000	87,290.55	103,426.67	104,271.17	83,495.31	98,961.68	99,806.18	79,700.07	94,496.69	95,341.19	75,904.83	90,031.70
5,640,000	87,443.04	103,607.37	104,453.37	83,641.17	99,134.58	99,980.58	79,839.30	94,661.79	95,507.79	76,037.43	90,189.00
5,650,000	87,595.53	103,788.07	104,635.57	83,787.03	99,307.48	100,154.98	79,978.53	94,826.89	95,674.39	76,170.03	90,346.30
5,660,000	87,748.02	103,968.77	104,817.77	83,932.89	99,480.38	100,329.38	80,117.76	94,991.99	95,840.99	76,302.63	90,503.60
5,670,000	87,900.51	104,149.47	104,999.97	84,078.75	99,653.28	100,503.78	80,256.99	95,157.09	96,007.59	76,435.23	90,660.90
5,680,000	88,053.00	104,330.17	105,182.17	84,224.61	99,826.18	100,678.18	80,396.22	95,322.19	96,174.19	76,567.83	90,818.20
5,690,000	88,205.49	104,510.87	105,364.37	84,370.47	99,999.08	100,852.58	80,535.45	95,487.29	96,340.79	76,700.43	90,975.50
5,700,000	88,357.98	104,691.57	105,546.57	84,516.33	100,171.98	101,026.98	80,674.68	95,652.39	96,507.39	76,833.03	91,132.80
5,710,000	88,510.47	104,872.27	105,728.77	84,662.19	100,344.88	101,201.38	80,813.91	95,817.49	96,673.99	76,965.63	91,290.10
5,720,000	88,662.96	105,052.97	105,910.97	84,808.05	100,517.78	101,375.78	80,953.14	95,982.59	96,840.59	77,098.23	91,447.40
5,730,000	88,815.45	105,233.67	106,093.17	84,953.91	100,690.68	101,550.18	81,092.37	96,147.69	97,007.19	77,230.83	91,604.70
5,740,000	88,967.94	105,414.37	106,275.37	85,099.77	100,863.58	101,724.58	81,231.60	96,312.79	97,173.79	77,363.43	91,762.00
5,750,000	89,120.43	105,595.07	106,457.57	85,245.63	101,036.48	101,898.98	81,370.83	96,477.89	97,340.39	77,496.03	91,919.30
5,760,000	89,272.92	105,775.77	106,639.77	85,391.49	101,209.38	102,073.38	81,510.06	96,642.99	97,506.99	77,628.63	92,076.60
5,770,000	89,425.41	105,956.47	106,821.97	85,537.35	101,382.28	102,247.78	81,649.29	96,808.09	97,673.59	77,761.23	92,233.90
5,780,000	89,577.90	106,137.17	107,004.17	85,683.21	101,555.18	102,422.18	81,788.52	96,973.19	97,840.19	77,893.83	92,391.20
5,790,000	89,730.39	106,317.87	107,186.37	85,829.07	101,728.08	102,596.58	81,927.75	97,138.29	98,006.79	78,026.43	92,548.50
5,800,000	89,882.88	106,498.57	107,368.57	85,974.93	101,900.98	102,770.98	82,066.98	97,303.39	98,173.39	78,159.03	92,705.80
5,810,000	90,035.37	106,679.27	107,550.77	86,120.79	102,073.88	102,945.38	82,206.21	97,468.49	98,339.99	78,291.63	92,863.10
5,820,000	90,187.86	106,859.97	107,732.97	86,266.65	102,246.78	103,119.78	82,345.44	97,633.59	98,506.59	78,424.23	93,020.40
5,830,000	90,340.35	107,040.67	107,915.17	86,412.51	102,419.68	103,294.18	82,484.67	97,798.69	98,673.19	78,556.83	93,177.70
5,840,000	90,492.84	107,221.37	108,097.37	86,558.37	102,592.58	103,468.58	82,623.90	97,963.79	98,839.79	78,689.43	93,335.00
5,850,000	90,645.33	107,402.07	108,279.57	86,704.23	102,765.48	103,642.98	82,763.13	98,128.89	99,006.39	78,822.03	93,492.30

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
5,860,000	90,797.82	107,582.77	108,461.77	86,850.09	102,938.38	103,817.38	82,902.36	98,293.99	99,172.99	78,954.63	93,649.60
5,870,000	90,950.31	107,763.47	108,643.97	86,995.95	103,111.28	103,991.78	83,041.59	98,459.09	99,339.59	79,087.23	93,806.90
5,880,000	91,102.80	107,944.17	108,826.17	87,141.81	103,284.18	104,166.18	83,180.82	98,624.19	99,506.19	79,219.83	93,964.20
5,890,000	91,255.29	108,124.87	109,008.37	87,287.67	103,457.08	104,340.58	83,320.05	98,789.29	99,672.79	79,352.43	94,121.50
5,900,000	91,407.78	108,305.57	109,190.57	87,433.53	103,629.98	104,514.98	83,459.28	98,954.39	99,839.39	79,485.03	94,278.80
5,910,000	91,560.27	108,486.27	109,372.77	87,579.39	103,802.88	104,689.38	83,598.51	99,119.49	100,005.99	79,617.63	94,436.10
5,920,000	91,712.76	108,666.97	109,554.97	87,725.25	103,975.78	104,863.78	83,737.74	99,284.59	100,172.59	79,750.23	94,593.40
5,930,000	91,865.25	108,847.67	109,737.17	87,871.11	104,148.68	105,038.18	83,876.97	99,449.69	100,339.19	79,882.83	94,750.70
5,940,000	92,017.74	109,028.37	109,919.37	88,016.97	104,321.58	105,212.58	84,016.20	99,614.79	100,505.79	80,015.43	94,908.00
5,950,000	92,170.23	109,209.07	110,101.57	88,162.83	104,494.48	105,386.98	84,155.43	99,779.89	100,672.39	80,148.03	95,065.30
5,960,000	92,322.72	109,389.77	110,283.77	88,308.69	104,667.38	105,561.38	84,294.66	99,944.99	100,838.99	80,280.63	95,222.60
5,970,000	92,475.21	109,570.47	110,465.97	88,454.55	104,840.28	105,735.78	84,433.89	100,110.09	101,005.59	80,413.23	95,379.90
5,980,000	92,627.70	109,751.17	110,648.17	88,600.41	105,013.18	105,910.18	84,573.12	100,275.19	101,172.19	80,545.83	95,537.20
5,990,000	92,780.19	109,931.87	110,830.37	88,746.27	105,186.08	106,084.58	84,712.35	100,440.29	101,338.79	80,678.43	95,694.50
6,000,000	92,932.68	110,112.57	111,012.57	88,892.13	105,358.98	106,258.98	84,851.58	100,605.39	101,505.39	80,811.03	95,851.80
6,010,000	93,085.17	110,293.27	111,194.77	89,037.99	105,531.88	106,433.38	84,990.81	100,770.49	101,671.99	80,943.63	96,009.10
6,020,000	93,237.66	110,473.97	111,376.97	89,183.85	105,704.78	106,607.78	85,130.04	100,935.59	101,838.59	81,076.23	96,166.40
6,030,000	93,390.15	110,654.67	111,559.17	89,329.71	105,877.68	106,782.18	85,269.27	101,100.69	102,005.19	81,208.83	96,323.70
6,040,000	93,542.64	110,835.37	111,741.37	89,475.57	106,050.58	106,956.58	85,408.50	101,265.79	102,171.79	81,341.43	96,481.00
6,050,000	93,695.13	111,016.07	111,923.57	89,621.43	106,223.48	107,130.98	85,547.73	101,430.89	102,338.39	81,474.03	96,638.30
6,060,000	93,847.62	111,196.77	112,105.77	89,767.29	106,396.38	107,305.38	85,686.96	101,595.99	102,504.99	81,606.63	96,795.60
6,070,000	94,000.11	111,377.47	112,287.97	89,913.15	106,569.28	107,479.78	85,826.19	101,761.09	102,671.59	81,739.23	96,952.90
6,080,000	94,152.60	111,558.17	112,470.17	90,059.01	106,742.18	107,654.18	85,965.42	101,926.19	102,838.19	81,871.83	97,110.20
6,090,000	94,305.09	111,738.87	112,652.37	90,204.87	106,915.08	107,828.58	86,104.65	102,091.29	103,004.79	82,004.43	97,267.50
6,100,000	94,457.58	111,919.57	112,834.57	90,350.73	107,087.98	108,002.98	86,243.88	102,256.39	103,171.39	82,137.03	97,424.80
6,110,000	94,610.07	112,100.27	113,016.77	90,496.59	107,260.88	108,177.38	86,383.11	102,421.49	103,337.99	82,269.63	97,582.10
6,120,000	94,762.56	112,280.97	113,198.97	90,642.45	107,433.78	108,351.78	86,522.34	102,586.59	103,504.59	82,402.23	97,739.40
6,130,000	94,915.05	112,461.67	113,381.17	90,788.31	107,606.68	108,526.18	86,661.57	102,751.69	103,671.19	82,534.83	97,896.70
6,140,000	95,067.54	112,642.37	113,563.37	90,934.17	107,779.58	108,700.58	86,800.80	102,916.79	103,837.79	82,667.43	98,054.00
6,150,000	95,220.03	112,823.07	113,745.57	91,080.03	107,952.48	108,874.98	86,940.03	103,081.89	104,004.39	82,800.03	98,211.30
6,160,000	95,372.52	113,003.77	113,927.77	91,225.89	108,125.38	109,049.38	87,079.26	103,246.99	104,170.99	82,932.63	98,368.60
6,170,000	95,525.01	113,184.47	114,109.97	91,371.75	108,298.28	109,223.78	87,218.49	103,412.09	104,337.59	83,065.23	98,525.90
6,180,000	95,677.50	113,365.17	114,292.17	91,517.61	108,471.18	109,398.18	87,357.72	103,577.19	104,504.19	83,197.83	98,683.20
6,190,000	95,829.99	113,545.87	114,474.37	91,663.47	108,644.08	109,572.58	87,496.95	103,742.29	104,670.79	83,330.43	98,840.50
6,200,000	95,982.48	113,726.57	114,656.57	91,809.33	108,816.98	109,746.98	87,636.18	103,907.39	104,837.39	83,463.03	98,997.80

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
6,210,000	96,134.97	113,907.27	114,838.77	91,955.19	108,989.88	109,921.38	87,775.41	104,072.49	105,003.99	83,595.63	99,155.10
6,220,000	96,287.46	114,087.97	115,020.97	92,101.05	109,162.78	110,095.78	87,914.64	104,237.59	105,170.59	83,728.23	99,312.40
6,230,000	96,439.95	114,268.67	115,203.17	92,246.91	109,335.68	110,270.18	88,053.87	104,402.69	105,337.19	83,860.83	99,469.70
6,240,000	96,592.44	114,449.37	115,385.37	92,392.77	109,508.58	110,444.58	88,193.10	104,567.79	105,503.79	83,993.43	99,627.00
6,250,000	96,744.93	114,630.07	115,567.57	92,538.63	109,681.48	110,618.98	88,332.33	104,732.89	105,670.39	84,126.03	99,784.30
6,260,000	96,897.42	114,810.77	115,749.77	92,684.49	109,854.38	110,793.38	88,471.56	104,897.99	105,836.99	84,258.63	99,941.60
6,270,000	97,049.91	114,991.47	115,931.97	92,830.35	110,027.28	110,967.78	88,610.79	105,063.09	106,003.59	84,391.23	100,098.90
6,280,000	97,202.40	115,172.17	116,114.17	92,976.21	110,200.18	111,142.18	88,750.02	105,228.19	106,170.19	84,523.83	100,256.20
6,290,000	97,354.89	115,352.87	116,296.37	93,122.07	110,373.08	111,316.58	88,889.25	105,393.29	106,336.79	84,656.43	100,413.50
6,300,000	97,507.38	115,533.57	116,478.57	93,267.93	110,545.98	111,490.98	89,028.48	105,558.39	106,503.39	84,789.03	100,570.80
6,310,000	97,659.87	115,714.27	116,660.77	93,413.79	110,718.88	111,665.38	89,167.71	105,723.49	106,669.99	84,921.63	100,728.10
6,320,000	97,812.36	115,894.97	116,842.97	93,559.65	110,891.78	111,839.78	89,306.94	105,888.59	106,836.59	85,054.23	100,885.40
6,330,000	97,964.85	116,075.67	117,025.17	93,705.51	111,064.68	112,014.18	89,446.17	106,053.69	107,003.19	85,186.83	101,042.70
6,340,000	98,117.34	116,256.37	117,207.37	93,851.37	111,237.58	112,188.58	89,585.40	106,218.79	107,169.79	85,319.43	101,200.00
6,350,000	98,269.83	116,437.07	117,389.57	93,997.23	111,410.48	112,362.98	89,724.63	106,383.89	107,336.39	85,452.03	101,357.30
6,360,000	98,422.32	116,617.77	117,571.77	94,143.09	111,583.38	112,537.38	89,863.86	106,548.99	107,502.99	85,584.63	101,514.60
6,370,000	98,574.81	116,798.47	117,753.97	94,288.95	111,756.28	112,711.78	90,003.09	106,714.09	107,669.59	85,717.23	101,671.90
6,380,000	98,727.30	116,979.17	117,936.17	94,434.81	111,929.18	112,886.18	90,142.32	106,879.19	107,836.19	85,849.83	101,829.20
6,390,000	98,879.79	117,159.87	118,118.37	94,580.67	112,102.08	113,060.58	90,281.55	107,044.29	108,002.79	85,982.43	101,986.50
6,400,000	99,032.28	117,340.57	118,300.57	94,726.53	112,274.98	113,234.98	90,420.78	107,209.39	108,169.39	86,115.03	102,143.80
6,410,000	99,184.77	117,521.27	118,482.77	94,872.39	112,447.88	113,409.38	90,560.01	107,374.49	108,335.99	86,247.63	102,301.10
6,420,000	99,337.26	117,701.97	118,664.97	95,018.25	112,620.78	113,583.78	90,699.24	107,539.59	108,502.59	86,380.23	102,458.40
6,430,000	99,489.75	117,882.67	118,847.17	95,164.11	112,793.68	113,758.18	90,838.47	107,704.69	108,669.19	86,512.83	102,615.70
6,440,000	99,642.24	118,063.37	119,029.37	95,309.97	112,966.58	113,932.58	90,977.70	107,869.79	108,835.79	86,645.43	102,773.00
6,450,000	99,794.73	118,244.07	119,211.57	95,455.83	113,139.48	114,106.98	91,116.93	108,034.89	109,002.39	86,778.03	102,930.30
6,460,000	99,947.22	118,424.77	119,393.77	95,601.69	113,312.38	114,281.38	91,256.16	108,199.99	109,168.99	86,910.63	103,087.60
6,470,000	100,099.71	118,605.47	119,575.97	95,747.55	113,485.28	114,455.78	91,395.39	108,365.09	109,335.59	87,043.23	103,244.90
6,480,000	100,252.20	118,786.17	119,758.17	95,893.41	113,658.18	114,630.18	91,534.62	108,530.19	109,502.19	87,175.83	103,402.20
6,490,000	100,404.69	118,966.87	119,940.37	96,039.27	113,831.08	114,804.58	91,673.85	108,695.29	109,668.79	87,308.43	103,559.50
6,500,000	100,557.18	119,147.57	120,122.57	96,185.13	114,003.98	114,978.98	91,813.08	108,860.39	109,835.39	87,441.03	103,716.80
6,510,000	100,709.67	119,328.27	120,304.77	96,330.99	114,176.88	115,153.38	91,952.31	109,025.49	110,001.99	87,573.63	103,874.10
6,520,000	100,862.16	119,508.97	120,486.97	96,476.85	114,349.78	115,327.78	92,091.54	109,190.59	110,168.59	87,706.23	104,031.40
6,530,000	101,014.65	119,689.67	120,669.17	96,622.71	114,522.68	115,502.18	92,230.77	109,355.69	110,335.19	87,838.83	104,188.70
6,540,000	101,167.14	119,870.37	120,851.37	96,768.57	114,695.58	115,676.58	92,370.00	109,520.79	110,501.79	87,971.43	104,346.00
6,550,000	101,319.63	120,051.07	121,033.57	96,914.43	114,868.48	115,850.98	92,509.23	109,685.89	110,668.39	88,104.03	104,503.30

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
6,560,000	101,472.12	120,231.77	121,215.77	97,060.29	115,041.38	116,025.38	92,648.46	109,850.99	110,834.99	88,236.63	104,660.60
6,570,000	101,624.61	120,412.47	121,397.97	97,206.15	115,214.28	116,199.78	92,787.69	110,016.09	111,001.59	88,369.23	104,817.90
6,580,000	101,777.10	120,593.17	121,580.17	97,352.01	115,387.18	116,374.18	92,926.92	110,181.19	111,168.19	88,501.83	104,975.20
6,590,000	101,929.59	120,773.87	121,762.37	97,497.87	115,560.08	116,548.58	93,066.15	110,346.29	111,334.79	88,634.43	105,132.50
6,600,000	102,082.08	120,954.57	121,944.57	97,643.73	115,732.98	116,722.98	93,205.38	110,511.39	111,501.39	88,767.03	105,289.80
6,610,000	102,234.57	121,135.27	122,126.77	97,789.59	115,905.88	116,897.38	93,344.61	110,676.49	111,667.99	88,899.63	105,447.10
6,620,000	102,387.06	121,315.97	122,308.97	97,935.45	116,078.78	117,071.78	93,483.84	110,841.59	111,834.59	89,032.23	105,604.40
6,630,000	102,539.55	121,496.67	122,491.17	98,081.31	116,251.68	117,246.18	93,623.07	111,006.69	112,001.19	89,164.83	105,761.70
6,640,000	102,692.04	121,677.37	122,673.37	98,227.17	116,424.58	117,420.58	93,762.30	111,171.79	112,167.79	89,297.43	105,919.00
6,650,000	102,844.53	121,858.07	122,855.57	98,373.03	116,597.48	117,594.98	93,901.53	111,336.89	112,334.39	89,430.03	106,076.30
6,660,000	102,997.02	122,038.77	123,037.77	98,518.89	116,770.38	117,769.38	94,040.76	111,501.99	112,500.99	89,562.63	106,233.60
6,670,000	103,149.51	122,219.47	123,219.97	98,664.75	116,943.28	117,943.78	94,179.99	111,667.09	112,667.59	89,695.23	106,390.90
6,680,000	103,302.00	122,400.17	123,402.17	98,810.61	117,116.18	118,118.18	94,319.22	111,832.19	112,834.19	89,827.83	106,548.20
6,690,000	103,454.49	122,580.87	123,584.37	98,956.47	117,289.08	118,292.58	94,458.45	111,997.29	113,000.79	89,960.43	106,705.50
6,700,000	103,606.98	122,761.57	123,766.57	99,102.33	117,461.98	118,466.98	94,597.68	112,162.39	113,167.39	90,093.03	106,862.80
6,710,000	103,759.47	122,942.27	123,948.77	99,248.19	117,634.88	118,641.38	94,736.91	112,327.49	113,333.99	90,225.63	107,020.10
6,720,000	103,911.96	123,122.97	124,130.97	99,394.05	117,807.78	118,815.78	94,876.14	112,492.59	113,500.59	90,358.23	107,177.40
6,730,000	104,064.45	123,303.67	124,313.17	99,539.91	117,980.68	118,990.18	95,015.37	112,657.69	113,667.19	90,490.83	107,334.70
6,740,000	104,216.94	123,484.37	124,495.37	99,685.77	118,153.58	119,164.58	95,154.60	112,822.79	113,833.79	90,623.43	107,492.00
6,750,000	104,369.43	123,665.07	124,677.57	99,831.63	118,326.48	119,338.98	95,293.83	112,987.89	114,000.39	90,756.03	107,649.30
6,760,000	104,521.92	123,845.77	124,859.77	99,977.49	118,499.38	119,513.38	95,433.06	113,152.99	114,166.99	90,888.63	107,806.60
6,770,000	104,674.41	124,026.47	125,041.97	100,123.35	118,672.28	119,687.78	95,572.29	113,318.09	114,333.59	91,021.23	107,963.90
6,780,000	104,826.90	124,207.17	125,224.17	100,269.21	118,845.18	119,862.18	95,711.52	113,483.19	114,500.19	91,153.83	108,121.20
6,790,000	104,979.39	124,387.87	125,406.37	100,415.07	119,018.08	120,036.58	95,850.75	113,648.29	114,666.79	91,286.43	108,278.50
6,800,000	105,131.88	124,568.57	125,588.57	100,560.93	119,190.98	120,210.98	95,989.98	113,813.39	114,833.39	91,419.03	108,435.80
6,810,000	105,284.37	124,749.27	125,770.77	100,706.79	119,363.88	120,385.38	96,129.21	113,978.49	114,999.99	91,551.63	108,593.10
6,820,000	105,436.86	124,929.97	125,952.97	100,852.65	119,536.78	120,559.78	96,268.44	114,143.59	115,166.59	91,684.23	108,750.40
6,830,000	105,589.35	125,110.67	126,135.17	100,998.51	119,709.68	120,734.18	96,407.67	114,308.69	115,333.19	91,816.83	108,907.70
6,840,000	105,741.84	125,291.37	126,317.37	101,144.37	119,882.58	120,908.58	96,546.90	114,473.79	115,499.79	91,949.43	109,065.00
6,850,000	105,894.33	125,472.07	126,499.57	101,290.23	120,055.48	121,082.98	96,686.13	114,638.89	115,666.39	92,082.03	109,222.30
6,860,000	106,046.82	125,652.77	126,681.77	101,436.09	120,228.38	121,257.38	96,825.36	114,803.99	115,832.99	92,214.63	109,379.60
6,870,000	106,199.31	125,833.47	126,863.97	101,581.95	120,401.28	121,431.78	96,964.59	114,969.09	115,999.59	92,347.23	109,536.90
6,880,000	106,351.80	126,014.17	127,046.17	101,727.81	120,574.18	121,606.18	97,103.82	115,134.19	116,166.19	92,479.83	109,694.20
6,890,000	106,504.29	126,194.87	127,228.37	101,873.67	120,747.08	121,780.58	97,243.05	115,299.29	116,332.79	92,612.43	109,851.50
6,900,000	106,656.78	126,375.57	127,410.57	102,019.53	120,919.98	121,954.98	97,382.28	115,464.39	116,499.39	92,745.03	110,008.80

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
6,910,000	106,809.27	126,556.27	127,592.77	102,165.39	121,092.88	122,129.38	97,521.51	115,629.49	116,665.99	92,877.63	110,166.10
6,920,000	106,961.76	126,736.97	127,774.97	102,311.25	121,265.78	122,303.78	97,660.74	115,794.59	116,832.59	93,010.23	110,323.40
6,930,000	107,114.25	126,917.67	127,957.17	102,457.11	121,438.68	122,478.18	97,799.97	115,959.69	116,999.19	93,142.83	110,480.70
6,940,000	107,266.74	127,098.37	128,139.37	102,602.97	121,611.58	122,652.58	97,939.20	116,124.79	117,165.79	93,275.43	110,638.00
6,950,000	107,419.23	127,279.07	128,321.57	102,748.83	121,784.48	122,826.98	98,078.43	116,289.89	117,332.39	93,408.03	110,795.30
6,960,000	107,571.72	127,459.77	128,503.77	102,894.69	121,957.38	123,001.38	98,217.66	116,454.99	117,498.99	93,540.63	110,952.60
6,970,000	107,724.21	127,640.47	128,685.97	103,040.55	122,130.28	123,175.78	98,356.89	116,620.09	117,665.59	93,673.23	111,109.90
6,980,000	107,876.70	127,821.17	128,868.17	103,186.41	122,303.18	123,350.18	98,496.12	116,785.19	117,832.19	93,805.83	111,267.20
6,990,000	108,029.19	128,001.87	129,050.37	103,332.27	122,476.08	123,524.58	98,635.35	116,950.29	117,998.79	93,938.43	111,424.50
7,000,000	108,181.68	128,182.57	129,232.57	103,478.13	122,648.98	123,698.98	98,774.58	117,115.39	118,165.39	94,071.03	111,581.80
7,010,000	108,334.17	128,363.27	129,414.77	103,623.99	122,821.88	123,873.38	98,913.81	117,280.49	118,331.99	94,203.63	111,739.10
7,020,000	108,486.66	128,543.97	129,596.97	103,769.85	122,994.78	124,047.78	99,053.04	117,445.59	118,498.59	94,336.23	111,896.40
7,030,000	108,639.15	128,724.67	129,779.17	103,915.71	123,167.68	124,222.18	99,192.27	117,610.69	118,665.19	94,468.83	112,053.70
7,040,000	108,791.64	128,905.37	129,961.37	104,061.57	123,340.58	124,396.58	99,331.50	117,775.79	118,831.79	94,601.43	112,211.00
7,050,000	108,944.13	129,086.07	130,143.57	104,207.43	123,513.48	124,570.98	99,470.73	117,940.89	118,998.39	94,734.03	112,368.30
7,060,000	109,096.62	129,266.77	130,325.77	104,353.29	123,686.38	124,745.38	99,609.96	118,105.99	119,164.99	94,866.63	112,525.60
7,070,000	109,249.11	129,447.47	130,507.97	104,499.15	123,859.28	124,919.78	99,749.19	118,271.09	119,331.59	94,999.23	112,682.90
7,080,000	109,401.60	129,628.17	130,690.17	104,645.01	124,032.18	125,094.18	99,888.42	118,436.19	119,498.19	95,131.83	112,840.20
7,090,000	109,554.09	129,808.87	130,872.37	104,790.87	124,205.08	125,268.58	100,027.65	118,601.29	119,664.79	95,264.43	112,997.50
7,100,000	109,706.58	129,989.57	131,054.57	104,936.73	124,377.98	125,442.98	100,166.88	118,766.39	119,831.39	95,397.03	113,154.80
7,110,000	109,859.07	130,170.27	131,236.77	105,082.59	124,550.88	125,617.38	100,306.11	118,931.49	119,997.99	95,529.63	113,312.10
7,120,000	110,011.56	130,350.97	131,418.97	105,228.45	124,723.78	125,791.78	100,445.34	119,096.59	120,164.59	95,662.23	113,469.40
7,130,000	110,164.05	130,531.67	131,601.17	105,374.31	124,896.68	125,966.18	100,584.57	119,261.69	120,331.19	95,794.83	113,626.70
7,140,000	110,316.54	130,712.37	131,783.37	105,520.17	125,069.58	126,140.58	100,723.80	119,426.79	120,497.79	95,927.43	113,784.00
7,150,000	110,469.03	130,893.07	131,965.57	105,666.03	125,242.48	126,314.98	100,863.03	119,591.89	120,664.39	96,060.03	113,941.30
7,160,000	110,621.52	131,073.77	132,147.77	105,811.89	125,415.38	126,489.38	101,002.26	119,756.99	120,830.99	96,192.63	114,098.60
7,170,000	110,774.01	131,254.47	132,329.97	105,957.75	125,588.28	126,663.78	101,141.49	119,922.09	120,997.59	96,325.23	114,255.90
7,180,000	110,926.50	131,435.17	132,512.17	106,103.61	125,761.18	126,838.18	101,280.72	120,087.19	121,164.19	96,457.83	114,413.20
7,190,000	111,078.99	131,615.87	132,694.37	106,249.47	125,934.08	127,012.58	101,419.95	120,252.29	121,330.79	96,590.43	114,570.50
7,200,000	111,231.48	131,796.57	132,876.57	106,395.33	126,106.98	127,186.98	101,559.18	120,417.39	121,497.39	96,723.03	114,727.80
7,210,000	111,383.97	131,977.27	133,058.77	106,541.19	126,279.88	127,361.38	101,698.41	120,582.49	121,663.99	96,855.63	114,885.10
7,220,000	111,536.46	132,157.97	133,240.97	106,687.05	126,452.78	127,535.78	101,837.64	120,747.59	121,830.59	96,988.23	115,042.40
7,230,000	111,688.95	132,338.67	133,423.17	106,832.91	126,625.68	127,710.18	101,976.87	120,912.69	121,997.19	97,120.83	115,199.70
7,240,000	111,841.44	132,519.37	133,605.37	106,978.77	126,798.58	127,884.58	102,116.10	121,077.79	122,163.79	97,253.43	115,357.00
7,250,000	111,993.93	132,700.07	133,787.57	107,124.63	126,971.48	128,058.98	102,255.33	121,242.89	122,330.39	97,386.03	115,514.30

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
7,260,000	112,146.42	132,880.77	133,969.77	107,270.49	127,144.38	128,233.38	102,394.56	121,407.99	122,496.99	97,518.63	115,671.60
7,270,000	112,298.91	133,061.47	134,151.97	107,416.35	127,317.28	128,407.78	102,533.79	121,573.09	122,663.59	97,651.23	115,828.90
7,280,000	112,451.40	133,242.17	134,334.17	107,562.21	127,490.18	128,582.18	102,673.02	121,738.19	122,830.19	97,783.83	115,986.20
7,290,000	112,603.89	133,422.87	134,516.37	107,708.07	127,663.08	128,756.58	102,812.25	121,903.29	122,996.79	97,916.43	116,143.50
7,300,000	112,756.38	133,603.57	134,698.57	107,853.93	127,835.98	128,930.98	102,951.48	122,068.39	123,163.39	98,049.03	116,300.80
7,310,000	112,908.87	133,784.27	134,880.77	107,999.79	128,008.88	129,105.38	103,090.71	122,233.49	123,329.99	98,181.63	116,458.10
7,320,000	113,061.36	133,964.97	135,062.97	108,145.65	128,181.78	129,279.78	103,229.94	122,398.59	123,496.59	98,314.23	116,615.40
7,330,000	113,213.85	134,145.67	135,245.17	108,291.51	128,354.68	129,454.18	103,369.17	122,563.69	123,663.19	98,446.83	116,772.70
7,340,000	113,366.34	134,326.37	135,427.37	108,437.37	128,527.58	129,628.58	103,508.40	122,728.79	123,829.79	98,579.43	116,930.00
7,350,000	113,518.83	134,507.07	135,609.57	108,583.23	128,700.48	129,802.98	103,647.63	122,893.89	123,996.39	98,712.03	117,087.30
7,360,000	113,671.32	134,687.77	135,791.77	108,729.09	128,873.38	129,977.38	103,786.86	123,058.99	124,162.99	98,844.63	117,244.60
7,370,000	113,823.81	134,868.47	135,973.97	108,874.95	129,046.28	130,151.78	103,926.09	123,224.09	124,329.59	98,977.23	117,401.90
7,380,000	113,976.30	135,049.17	136,156.17	109,020.81	129,219.18	130,326.18	104,065.32	123,389.19	124,496.19	99,109.83	117,559.20
7,390,000	114,128.79	135,229.87	136,338.37	109,166.67	129,392.08	130,500.58	104,204.55	123,554.29	124,662.79	99,242.43	117,716.50
7,400,000	114,281.28	135,410.57	136,520.57	109,312.53	129,564.98	130,674.98	104,343.78	123,719.39	124,829.39	99,375.03	117,873.80
7,410,000	114,433.77	135,591.27	136,702.77	109,458.39	129,737.88	130,849.38	104,483.01	123,884.49	124,995.99	99,507.63	118,031.10
7,420,000	114,586.26	135,771.97	136,884.97	109,604.25	129,910.78	131,023.78	104,622.24	124,049.59	125,162.59	99,640.23	118,188.40
7,430,000	114,738.75	135,952.67	137,067.17	109,750.11	130,083.68	131,198.18	104,761.47	124,214.69	125,329.19	99,772.83	118,345.70
7,440,000	114,891.24	136,133.37	137,249.37	109,895.97	130,256.58	131,372.58	104,900.70	124,379.79	125,495.79	99,905.43	118,503.00
7,450,000	115,043.73	136,314.07	137,431.57	110,041.83	130,429.48	131,546.98	105,039.93	124,544.89	125,662.39	100,038.03	118,660.30
7,460,000	115,196.22	136,494.77	137,613.77	110,187.69	130,602.38	131,721.38	105,179.16	124,709.99	125,828.99	100,170.63	118,817.60
7,470,000	115,348.71	136,675.47	137,795.97	110,333.55	130,775.28	131,895.78	105,318.39	124,875.09	125,995.59	100,303.23	118,974.90
7,480,000	115,501.20	136,856.17	137,978.17	110,479.41	130,948.18	132,070.18	105,457.62	125,040.19	126,162.19	100,435.83	119,132.20
7,490,000	115,653.69	137,036.87	138,160.37	110,625.27	131,121.08	132,244.58	105,596.85	125,205.29	126,328.79	100,568.43	119,289.50
7,500,000	115,806.18	137,217.57	138,342.57	110,771.13	131,293.98	132,418.98	105,736.08	125,370.39	126,495.39	100,701.03	119,446.80
7,510,000	115,958.67	137,398.27	138,524.77	110,916.99	131,466.88	132,593.38	105,875.31	125,535.49	126,661.99	100,833.63	119,604.10
7,520,000	116,111.16	137,578.97	138,706.97	111,062.85	131,639.78	132,767.78	106,014.54	125,700.59	126,828.59	100,966.23	119,761.40
7,530,000	116,263.65	137,759.67	138,889.17	111,208.71	131,812.68	132,942.18	106,153.77	125,865.69	126,995.19	101,098.83	119,918.70
7,540,000	116,416.14	137,940.37	139,071.37	111,354.57	131,985.58	133,116.58	106,293.00	126,030.79	127,161.79	101,231.43	120,076.00
7,550,000	116,568.63	138,121.07	139,253.57	111,500.43	132,158.48	133,290.98	106,432.23	126,195.89	127,328.39	101,364.03	120,233.30
7,560,000	116,721.12	138,301.77	139,435.77	111,646.29	132,331.38	133,465.38	106,571.46	126,360.99	127,494.99	101,496.63	120,390.60
7,570,000	116,873.61	138,482.47	139,617.97	111,792.15	132,504.28	133,639.78	106,710.69	126,526.09	127,661.59	101,629.23	120,547.90
7,580,000	117,026.10	138,663.17	139,800.17	111,938.01	132,677.18	133,814.18	106,849.92	126,691.19	127,828.19	101,761.83	120,705.20
7,590,000	117,178.59	138,843.87	139,982.37	112,083.87	132,850.08	133,988.58	106,989.15	126,856.29	127,994.79	101,894.43	120,862.50
7,600,000	117,331.08	139,024.57	140,164.57	112,229.73	133,022.98	134,162.98	107,128.38	127,021.39	128,161.39	102,027.03	121,019.80

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
7,610,000	117,483.57	139,205.27	140,346.77	112,375.59	133,195.88	134,337.38	107,267.61	127,186.49	128,327.99	102,159.63	121,177.10
7,620,000	117,636.06	139,385.97	140,528.97	112,521.45	133,368.78	134,511.78	107,406.84	127,351.59	128,494.59	102,292.23	121,334.40
7,630,000	117,788.55	139,566.67	140,711.17	112,667.31	133,541.68	134,686.18	107,546.07	127,516.69	128,661.19	102,424.83	121,491.70
7,640,000	117,941.04	139,747.37	140,893.37	112,813.17	133,714.58	134,860.58	107,685.30	127,681.79	128,827.79	102,557.43	121,649.00
7,650,000	118,093.53	139,928.07	141,075.57	112,959.03	133,887.48	135,034.98	107,824.53	127,846.89	128,994.39	102,690.03	121,806.30
7,660,000	118,246.02	140,108.77	141,257.77	113,104.89	134,060.38	135,209.38	107,963.76	128,011.99	129,160.99	102,822.63	121,963.60
7,670,000	118,398.51	140,289.47	141,439.97	113,250.75	134,233.28	135,383.78	108,102.99	128,177.09	129,327.59	102,955.23	122,120.90
7,680,000	118,551.00	140,470.17	141,622.17	113,396.61	134,406.18	135,558.18	108,242.22	128,342.19	129,494.19	103,087.83	122,278.20
7,690,000	118,703.49	140,650.87	141,804.37	113,542.47	134,579.08	135,732.58	108,381.45	128,507.29	129,660.79	103,220.43	122,435.50
7,700,000	118,855.98	140,831.57	141,986.57	113,688.33	134,751.98	135,906.98	108,520.68	128,672.39	129,827.39	103,353.03	122,592.80
7,710,000	119,008.47	141,012.27	142,168.77	113,834.19	134,924.88	136,081.38	108,659.91	128,837.49	129,993.99	103,485.63	122,750.10
7,720,000	119,160.96	141,192.97	142,350.97	113,980.05	135,097.78	136,255.78	108,799.14	129,002.59	130,160.59	103,618.23	122,907.40
7,730,000	119,313.45	141,373.67	142,533.17	114,125.91	135,270.68	136,430.18	108,938.37	129,167.69	130,327.19	103,750.83	123,064.70
7,740,000	119,465.94	141,554.37	142,715.37	114,271.77	135,443.58	136,604.58	109,077.60	129,332.79	130,493.79	103,883.43	123,222.00
7,750,000	119,618.43	141,735.07	142,897.57	114,417.63	135,616.48	136,778.98	109,216.83	129,497.89	130,660.39	104,016.03	123,379.30
7,760,000	119,770.92	141,915.77	143,079.77	114,563.49	135,789.38	136,953.38	109,356.06	129,662.99	130,826.99	104,148.63	123,536.60
7,770,000	119,923.41	142,096.47	143,261.97	114,709.35	135,962.28	137,127.78	109,495.29	129,828.09	130,993.59	104,281.23	123,693.90
7,780,000	120,075.90	142,277.17	143,444.17	114,855.21	136,135.18	137,302.18	109,634.52	129,993.19	131,160.19	104,413.83	123,851.20
7,790,000	120,228.39	142,457.87	143,626.37	115,001.07	136,308.08	137,476.58	109,773.75	130,158.29	131,326.79	104,546.43	124,008.50
7,800,000	120,380.88	142,638.57	143,808.57	115,146.93	136,480.98	137,650.98	109,912.98	130,323.39	131,493.39	104,679.03	124,165.80
7,810,000	120,533.37	142,819.27	143,990.77	115,292.79	136,653.88	137,825.38	110,052.21	130,488.49	131,659.99	104,811.63	124,323.10
7,820,000	120,685.86	142,999.97	144,172.97	115,438.65	136,826.78	137,999.78	110,191.44	130,653.59	131,826.59	104,944.23	124,480.40
7,830,000	120,838.35	143,180.67	144,355.17	115,584.51	136,999.68	138,174.18	110,330.67	130,818.69	131,993.19	105,076.83	124,637.70
7,840,000	120,990.84	143,361.37	144,537.37	115,730.37	137,172.58	138,348.58	110,469.90	130,983.79	132,159.79	105,209.43	124,795.00
7,850,000	121,143.33	143,542.07	144,719.57	115,876.23	137,345.48	138,522.98	110,609.13	131,148.89	132,326.39	105,342.03	124,952.30
7,860,000	121,295.82	143,722.77	144,901.77	116,022.09	137,518.38	138,697.38	110,748.36	131,313.99	132,492.99	105,474.63	125,109.60
7,870,000	121,448.31	143,903.47	145,083.97	116,167.95	137,691.28	138,871.78	110,887.59	131,479.09	132,659.59	105,607.23	125,266.90
7,880,000	121,600.80	144,084.17	145,266.17	116,313.81	137,864.18	139,046.18	111,026.82	131,644.19	132,826.19	105,739.83	125,424.20
7,890,000	121,753.29	144,264.87	145,448.37	116,459.67	138,037.08	139,220.58	111,166.05	131,809.29	132,992.79	105,872.43	125,581.50
7,900,000	121,905.78	144,445.57	145,630.57	116,605.53	138,209.98	139,394.98	111,305.28	131,974.39	133,159.39	106,005.03	125,738.80
7,910,000	122,058.27	144,626.27	145,812.77	116,751.39	138,382.88	139,569.38	111,444.51	132,139.49	133,325.99	106,137.63	125,896.10
7,920,000	122,210.76	144,806.97	145,994.97	116,897.25	138,555.78	139,743.78	111,583.74	132,304.59	133,492.59	106,270.23	126,053.40
7,930,000	122,363.25	144,987.67	146,177.17	117,043.11	138,728.68	139,918.18	111,722.97	132,469.69	133,659.19	106,402.83	126,210.70
7,940,000	122,515.74	145,168.37	146,359.37	117,188.97	138,901.58	140,092.58	111,862.20	132,634.79	133,825.79	106,535.43	126,368.00
7,950,000	122,668.23	145,349.07	146,541.57	117,334.83	139,074.48	140,266.98	112,001.43	132,799.89	133,992.39	106,668.03	126,525.30

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
7,960,000	122,820.72	145,529.77	146,723.77	117,480.69	139,247.38	140,441.38	112,140.66	132,964.99	134,158.99	106,800.63	126,682.60
7,970,000	122,973.21	145,710.47	146,905.97	117,626.55	139,420.28	140,615.78	112,279.89	133,130.09	134,325.59	106,933.23	126,839.90
7,980,000	123,125.70	145,891.17	147,088.17	117,772.41	139,593.18	140,790.18	112,419.12	133,295.19	134,492.19	107,065.83	126,997.20
7,990,000	123,278.19	146,071.87	147,270.37	117,918.27	139,766.08	140,964.58	112,558.35	133,460.29	134,658.79	107,198.43	127,154.50
8,000,000	123,430.68	146,252.57	147,452.57	118,064.13	139,938.98	141,138.98	112,697.58	133,625.39	134,825.39	107,331.03	127,311.80
8,010,000	123,583.17	146,433.27	147,634.77	118,209.99	140,111.88	141,313.38	112,836.81	133,790.49	134,991.99	107,463.63	127,469.10
8,020,000	123,735.66	146,613.97	147,816.97	118,355.85	140,284.78	141,487.78	112,976.04	133,955.59	135,158.59	107,596.23	127,626.40
8,030,000	123,888.15	146,794.67	147,999.17	118,501.71	140,457.68	141,662.18	113,115.27	134,120.69	135,325.19	107,728.83	127,783.70
8,040,000	124,040.64	146,975.37	148,181.37	118,647.57	140,630.58	141,836.58	113,254.50	134,285.79	135,491.79	107,861.43	127,941.00
8,050,000	124,193.13	147,156.07	148,363.57	118,793.43	140,803.48	142,010.98	113,393.73	134,450.89	135,658.39	107,994.03	128,098.30
8,060,000	124,345.62	147,336.77	148,545.77	118,939.29	140,976.38	142,185.38	113,532.96	134,615.99	135,824.99	108,126.63	128,255.60
8,070,000	124,498.11	147,517.47	148,727.97	119,085.15	141,149.28	142,359.78	113,672.19	134,781.09	135,991.59	108,259.23	128,412.90
8,080,000	124,650.60	147,698.17	148,910.17	119,231.01	141,322.18	142,534.18	113,811.42	134,946.19	136,158.19	108,391.83	128,570.20
8,090,000	124,803.09	147,878.87	149,092.37	119,376.87	141,495.08	142,708.58	113,950.65	135,111.29	136,324.79	108,524.43	128,727.50
8,100,000	124,955.58	148,059.57	149,274.57	119,522.73	141,667.98	142,882.98	114,089.88	135,276.39	136,491.39	108,657.03	128,884.80
8,110,000	125,108.07	148,240.27	149,456.77	119,668.59	141,840.88	143,057.38	114,229.11	135,441.49	136,657.99	108,789.63	129,042.10
8,120,000	125,260.56	148,420.97	149,638.97	119,814.45	142,013.78	143,231.78	114,368.34	135,606.59	136,824.59	108,922.23	129,199.40
8,130,000	125,413.05	148,601.67	149,821.17	119,960.31	142,186.68	143,406.18	114,507.57	135,771.69	136,991.19	109,054.83	129,356.70
8,140,000	125,565.54	148,782.37	150,003.37	120,106.17	142,359.58	143,580.58	114,646.80	135,936.79	137,157.79	109,187.43	129,514.00
8,150,000	125,718.03	148,963.07	150,185.57	120,252.03	142,532.48	143,754.98	114,786.03	136,101.89	137,324.39	109,320.03	129,671.30
8,160,000	125,870.52	149,143.77	150,367.77	120,397.89	142,705.38	143,929.38	114,925.26	136,266.99	137,490.99	109,452.63	129,828.60
8,170,000	126,023.01	149,324.47	150,549.97	120,543.75	142,878.28	144,103.78	115,064.49	136,432.09	137,657.59	109,585.23	129,985.90
8,180,000	126,175.50	149,505.17	150,732.17	120,689.61	143,051.18	144,278.18	115,203.72	136,597.19	137,824.19	109,717.83	130,143.20
8,190,000	126,327.99	149,685.87	150,914.37	120,835.47	143,224.08	144,452.58	115,342.95	136,762.29	137,990.79	109,850.43	130,300.50
8,200,000	126,480.48	149,866.57	151,096.57	120,981.33	143,396.98	144,626.98	115,482.18	136,927.39	138,157.39	109,983.03	130,457.80
8,210,000	126,632.97	150,047.27	151,278.77	121,127.19	143,569.88	144,801.38	115,621.41	137,092.49	138,323.99	110,115.63	130,615.10
8,220,000	126,785.46	150,227.97	151,460.97	121,273.05	143,742.78	144,975.78	115,760.64	137,257.59	138,490.59	110,248.23	130,772.40
8,230,000	126,937.95	150,408.67	151,643.17	121,418.91	143,915.68	145,150.18	115,899.87	137,422.69	138,657.19	110,380.83	130,929.70
8,240,000	127,090.44	150,589.37	151,825.37	121,564.77	144,088.58	145,324.58	116,039.10	137,587.79	138,823.79	110,513.43	131,087.00
8,250,000	127,242.93	150,770.07	152,007.57	121,710.63	144,261.48	145,498.98	116,178.33	137,752.89	138,990.39	110,646.03	131,244.30
8,260,000	127,395.42	150,950.77	152,189.77	121,856.49	144,434.38	145,673.38	116,317.56	137,917.99	139,156.99	110,778.63	131,401.60
8,270,000	127,547.91	151,131.47	152,371.97	122,002.35	144,607.28	145,847.78	116,456.79	138,083.09	139,323.59	110,911.23	131,558.90
8,280,000	127,700.40	151,312.17	152,554.17	122,148.21	144,780.18	146,022.18	116,596.02	138,248.19	139,490.19	111,043.83	131,716.20
8,290,000	127,852.89	151,492.87	152,736.37	122,294.07	144,953.08	146,196.58	116,735.25	138,413.29	139,656.79	111,176.43	131,873.50
8,300,000	128,005.38	151,673.57	152,918.57	122,439.93	145,125.98	146,370.98	116,874.48	138,578.39	139,823.39	111,309.03	132,030.80

Valuation Not Over	Including Energy & Disabled Access Check			Including Energy Check Only			Including Disabled Access Check Only			Without Energy & Disabled Acces	
	P. C. Fee	Permit Fee		P. C. Fee	Permit Fee		P. C. Fee	Permit Fee		P. C. Fee	Permit
		R-Occup.	Others		R-Occup.	Others		R-Occup.	Others		R- Occup.
8,310,000	128,157.87	151,854.27	153,100.77	122,585.79	145,298.88	146,545.38	117,013.71	138,743.49	139,989.99	111,441.63	132,188.10
8,320,000	128,310.36	152,034.97	153,282.97	122,731.65	145,471.78	146,719.78	117,152.94	138,908.59	140,156.59	111,574.23	132,345.40
8,330,000	128,462.85	152,215.67	153,465.17	122,877.51	145,644.68	146,894.18	117,292.17	139,073.69	140,323.19	111,706.83	132,502.70
8,340,000	128,615.34	152,396.37	153,647.37	123,023.37	145,817.58	147,068.58	117,431.40	139,238.79	140,489.79	111,839.43	132,660.00
8,350,000	128,767.83	152,577.07	153,829.57	123,169.23	145,990.48	147,242.98	117,570.63	139,403.89	140,656.39	111,972.03	132,817.30
8,360,000	128,920.32	152,757.77	154,011.77	123,315.09	146,163.38	147,417.38	117,709.86	139,568.99	140,822.99	112,104.63	132,974.60
8,370,000	129,072.81	152,938.47	154,193.97	123,460.95	146,336.28	147,591.78	117,849.09	139,734.09	140,989.59	112,237.23	133,131.90
8,380,000	129,225.30	153,119.17	154,376.17	123,606.81	146,509.18	147,766.18	117,988.32	139,899.19	141,156.19	112,369.83	133,289.20
8,390,000	129,377.79	153,299.87	154,558.37	123,752.67	146,682.08	147,940.58	118,127.55	140,064.29	141,322.79	112,502.43	133,446.50
8,400,000	129,530.28	153,480.57	154,740.57	123,898.53	146,854.98	148,114.98	118,266.78	140,229.39	141,489.39	112,635.03	133,603.80
8,410,000	129,682.77	153,661.27	154,922.77	124,044.39	147,027.88	148,289.38	118,406.01	140,394.49	141,655.99	112,767.63	133,761.10
8,420,000	129,835.26	153,841.97	155,104.97	124,190.25	147,200.78	148,463.78	118,545.24	140,559.59	141,822.59	112,900.23	133,918.40
8,430,000	129,987.75	154,022.67	155,287.17	124,336.11	147,373.68	148,638.18	118,684.47	140,724.69	141,989.19	113,032.83	134,075.70
8,440,000	130,140.24	154,203.37	155,469.37	124,481.97	147,546.58	148,812.58	118,823.70	140,889.79	142,155.79	113,165.43	134,233.00
8,450,000	130,292.73	154,384.07	155,651.57	124,627.83	147,719.48	148,986.98	118,962.93	141,054.89	142,322.39	113,298.03	134,390.30
8,460,000	130,445.22	154,564.77	155,833.77	124,773.69	147,892.38	149,161.38	119,102.16	141,219.99	142,488.99	113,430.63	134,547.60
8,470,000	130,597.71	154,745.47	156,015.97	124,919.55	148,065.28	149,335.78	119,241.39	141,385.09	142,655.59	113,563.23	134,704.90
8,480,000	130,750.20	154,926.17	156,198.17	125,065.41	148,238.18	149,510.18	119,380.62	141,550.19	142,822.19	113,695.83	134,862.20
8,490,000	130,902.69	155,106.87	156,380.37	125,211.27	148,411.08	149,684.58	119,519.85	141,715.29	142,988.79	113,828.43	135,019.50
8,500,000	131,055.18	155,287.57	156,562.57	125,357.13	148,583.98	149,858.98	119,659.08	141,880.39	143,155.39	113,961.03	135,176.80
8,510,000	131,207.67	155,468.27	156,744.77	125,502.99	148,756.88	150,033.38	119,798.31	142,045.49	143,321.99	114,093.63	135,334.10
8,520,000	131,360.16	155,648.97	156,926.97	125,648.85	148,929.78	150,207.78	119,937.54	142,210.59	143,488.59	114,226.23	135,491.40
8,530,000	131,512.65	155,829.67	157,109.17	125,794.71	149,102.68	150,382.18	120,076.77	142,375.69	143,655.19	114,358.83	135,648.70
8,540,000	131,665.14	156,010.37	157,291.37	125,940.57	149,275.58	150,556.58	120,216.00	142,540.79	143,821.79	114,491.43	135,806.00
8,550,000	131,817.63	156,191.07	157,473.57	126,086.43	149,448.48	150,730.98	120,355.23	142,705.89	143,988.39	114,624.03	135,963.30
8,560,000	131,970.12	156,371.77	157,655.77	126,232.29	149,621.38	150,905.38	120,494.46	142,870.99	144,154.99	114,756.63	136,120.60
8,570,000	132,122.61	156,552.47	157,837.97	126,378.15	149,794.28	151,079.78	120,633.69	143,036.09	144,321.59	114,889.23	136,277.90
8,580,000	132,275.10	156,733.17	158,020.17	126,524.01	149,967.18	151,254.18	120,772.92	143,201.19	144,488.19	115,021.83	136,435.20
8,590,000	132,427.59	156,913.87	158,202.37	126,669.87	150,140.08	151,428.58	120,912.15	143,366.29	144,654.79	115,154.43	136,592.50
8,600,000	132,580.08	157,094.57	158,384.57	126,815.73	150,312.98	151,602.98	121,051.38	143,531.39	144,821.39	115,287.03	136,749.80
8,610,000	132,732.57	157,275.27	158,566.77	126,961.59	150,485.88	151,777.38	121,190.61	143,696.49	144,987.99	115,419.63	136,907.10
8,620,000	132,885.06	157,455.97	158,748.97	127,107.45	150,658.78	151,951.78	121,329.84	143,861.59	145,154.59	115,552.23	137,064.40
8,630,000	133,037.55	157,636.67	158,931.17	127,253.31	150,831.68	152,126.18	121,469.07	144,026.69	145,321.19	115,684.83	137,221.70
8,640,000	133,190.04	157,817.37	159,113.37	127,399.17	151,004.58	152,300.58	121,608.30	144,191.79	145,487.79	115,817.43	137,379.00
8,650,000	133,342.53	157,998.07	159,295.57	127,545.03	151,177.48	152,474.98	121,747.53	144,356.89	145,654.39	115,950.03	137,536.30

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
8,660,000	133,495.02	158,178.77	159,477.77	127,690.89	151,350.38	152,649.38	121,886.76	144,521.99	145,820.99	116,082.63	137,693.60
8,670,000	133,647.51	158,359.47	159,659.97	127,836.75	151,523.28	152,823.78	122,025.99	144,687.09	145,987.59	116,215.23	137,850.90
8,680,000	133,800.00	158,540.17	159,842.17	127,982.61	151,696.18	152,998.18	122,165.22	144,852.19	146,154.19	116,347.83	138,008.20
8,690,000	133,952.49	158,720.87	160,024.37	128,128.47	151,869.08	153,172.58	122,304.45	145,017.29	146,320.79	116,480.43	138,165.50
8,700,000	134,104.98	158,901.57	160,206.57	128,274.33	152,041.98	153,346.98	122,443.68	145,182.39	146,487.39	116,613.03	138,322.80
8,710,000	134,257.47	159,082.27	160,388.77	128,420.19	152,214.88	153,521.38	122,582.91	145,347.49	146,653.99	116,745.63	138,480.10
8,720,000	134,409.96	159,262.97	160,570.97	128,566.05	152,387.78	153,695.78	122,722.14	145,512.59	146,820.59	116,878.23	138,637.40
8,730,000	134,562.45	159,443.67	160,753.17	128,711.91	152,560.68	153,870.18	122,861.37	145,677.69	146,987.19	117,010.83	138,794.70
8,740,000	134,714.94	159,624.37	160,935.37	128,857.77	152,733.58	154,044.58	123,000.60	145,842.79	147,153.79	117,143.43	138,952.00
8,750,000	134,867.43	159,805.07	161,117.57	129,003.63	152,906.48	154,218.98	123,139.83	146,007.89	147,320.39	117,276.03	139,109.30
8,760,000	135,019.92	159,985.77	161,299.77	129,149.49	153,079.38	154,393.38	123,279.06	146,172.99	147,486.99	117,408.63	139,266.60
8,770,000	135,172.41	160,166.47	161,481.97	129,295.35	153,252.28	154,567.78	123,418.29	146,338.09	147,653.59	117,541.23	139,423.90
8,780,000	135,324.90	160,347.17	161,664.17	129,441.21	153,425.18	154,742.18	123,557.52	146,503.19	147,820.19	117,673.83	139,581.20
8,790,000	135,477.39	160,527.87	161,846.37	129,587.07	153,598.08	154,916.58	123,696.75	146,668.29	147,986.79	117,806.43	139,738.50
8,800,000	135,629.88	160,708.57	162,028.57	129,732.93	153,770.98	155,090.98	123,835.98	146,833.39	148,153.39	117,939.03	139,895.80
8,810,000	135,782.37	160,889.27	162,210.77	129,878.79	153,943.88	155,265.38	123,975.21	146,998.49	148,319.99	118,071.63	140,053.10
8,820,000	135,934.86	161,069.97	162,392.97	130,024.65	154,116.78	155,439.78	124,114.44	147,163.59	148,486.59	118,204.23	140,210.40
8,830,000	136,087.35	161,250.67	162,575.17	130,170.51	154,289.68	155,614.18	124,253.67	147,328.69	148,653.19	118,336.83	140,367.70
8,840,000	136,239.84	161,431.37	162,757.37	130,316.37	154,462.58	155,788.58	124,392.90	147,493.79	148,819.79	118,469.43	140,525.00
8,850,000	136,392.33	161,612.07	162,939.57	130,462.23	154,635.48	155,962.98	124,532.13	147,658.89	148,986.39	118,602.03	140,682.30
8,860,000	136,544.82	161,792.77	163,121.77	130,608.09	154,808.38	156,137.38	124,671.36	147,823.99	149,152.99	118,734.63	140,839.60
8,870,000	136,697.31	161,973.47	163,303.97	130,753.95	154,981.28	156,311.78	124,810.59	147,989.09	149,319.59	118,867.23	140,996.90
8,880,000	136,849.80	162,154.17	163,486.17	130,899.81	155,154.18	156,486.18	124,949.82	148,154.19	149,486.19	118,999.83	141,154.20
8,890,000	137,002.29	162,334.87	163,668.37	131,045.67	155,327.08	156,660.58	125,089.05	148,319.29	149,652.79	119,132.43	141,311.50
8,900,000	137,154.78	162,515.57	163,850.57	131,191.53	155,499.98	156,834.98	125,228.28	148,484.39	149,819.39	119,265.03	141,468.80
8,910,000	137,307.27	162,696.27	164,032.77	131,337.39	155,672.88	157,009.38	125,367.51	148,649.49	149,985.99	119,397.63	141,626.10
8,920,000	137,459.76	162,876.97	164,214.97	131,483.25	155,845.78	157,183.78	125,506.74	148,814.59	150,152.59	119,530.23	141,783.40
8,930,000	137,612.25	163,057.67	164,397.17	131,629.11	156,018.68	157,358.18	125,645.97	148,979.69	150,319.19	119,662.83	141,940.70
8,940,000	137,764.74	163,238.37	164,579.37	131,774.97	156,191.58	157,532.58	125,785.20	149,144.79	150,485.79	119,795.43	142,098.00
8,950,000	137,917.23	163,419.07	164,761.57	131,920.83	156,364.48	157,706.98	125,924.43	149,309.89	150,652.39	119,928.03	142,255.30
8,960,000	138,069.72	163,599.77	164,943.77	132,066.69	156,537.38	157,881.38	126,063.66	149,474.99	150,818.99	120,060.63	142,412.60
8,970,000	138,222.21	163,780.47	165,125.97	132,212.55	156,710.28	158,055.78	126,202.89	149,640.09	150,985.59	120,193.23	142,569.90
8,980,000	138,374.70	163,961.17	165,308.17	132,358.41	156,883.18	158,230.18	126,342.12	149,805.19	151,152.19	120,325.83	142,727.20
8,990,000	138,527.19	164,141.87	165,490.37	132,504.27	157,056.08	158,404.58	126,481.35	149,970.29	151,318.79	120,458.43	142,884.50
9,000,000	138,679.68	164,322.57	165,672.57	132,650.13	157,228.98	158,578.98	126,620.58	150,135.39	151,485.39	120,591.03	143,041.80

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
9,010,000	138,832.17	164,503.27	165,854.77	132,795.99	157,401.88	158,753.38	126,759.81	150,300.49	151,651.99	120,723.63	143,199.10
9,020,000	138,984.66	164,683.97	166,036.97	132,941.85	157,574.78	158,927.78	126,899.04	150,465.59	151,818.59	120,856.23	143,356.40
9,030,000	139,137.15	164,864.67	166,219.17	133,087.71	157,747.68	159,102.18	127,038.27	150,630.69	151,985.19	120,988.83	143,513.70
9,040,000	139,289.64	165,045.37	166,401.37	133,233.57	157,920.58	159,276.58	127,177.50	150,795.79	152,151.79	121,121.43	143,671.00
9,050,000	139,442.13	165,226.07	166,583.57	133,379.43	158,093.48	159,450.98	127,316.73	150,960.89	152,318.39	121,254.03	143,828.30
9,060,000	139,594.62	165,406.77	166,765.77	133,525.29	158,266.38	159,625.38	127,455.96	151,125.99	152,484.99	121,386.63	143,985.60
9,070,000	139,747.11	165,587.47	166,947.97	133,671.15	158,439.28	159,799.78	127,595.19	151,291.09	152,651.59	121,519.23	144,142.90
9,080,000	139,899.60	165,768.17	167,130.17	133,817.01	158,612.18	159,974.18	127,734.42	151,456.19	152,818.19	121,651.83	144,300.20
9,090,000	140,052.09	165,948.87	167,312.37	133,962.87	158,785.08	160,148.58	127,873.65	151,621.29	152,984.79	121,784.43	144,457.50
9,100,000	140,204.58	166,129.57	167,494.57	134,108.73	158,957.98	160,322.98	128,012.88	151,786.39	153,151.39	121,917.03	144,614.80
9,110,000	140,357.07	166,310.27	167,676.77	134,254.59	159,130.88	160,497.38	128,152.11	151,951.49	153,317.99	122,049.63	144,772.10
9,120,000	140,509.56	166,490.97	167,858.97	134,400.45	159,303.78	160,671.78	128,291.34	152,116.59	153,484.59	122,182.23	144,929.40
9,130,000	140,662.05	166,671.67	168,041.17	134,546.31	159,476.68	160,846.18	128,430.57	152,281.69	153,651.19	122,314.83	145,086.70
9,140,000	140,814.54	166,852.37	168,223.37	134,692.17	159,649.58	161,020.58	128,569.80	152,446.79	153,817.79	122,447.43	145,244.00
9,150,000	140,967.03	167,033.07	168,405.57	134,838.03	159,822.48	161,194.98	128,709.03	152,611.89	153,984.39	122,580.03	145,401.30
9,160,000	141,119.52	167,213.77	168,587.77	134,983.89	159,995.38	161,369.38	128,848.26	152,776.99	154,150.99	122,712.63	145,558.60
9,170,000	141,272.01	167,394.47	168,769.97	135,129.75	160,168.28	161,543.78	128,987.49	152,942.09	154,317.59	122,845.23	145,715.90
9,180,000	141,424.50	167,575.17	168,952.17	135,275.61	160,341.18	161,718.18	129,126.72	153,107.19	154,484.19	122,977.83	145,873.20
9,190,000	141,576.99	167,755.87	169,134.37	135,421.47	160,514.08	161,892.58	129,265.95	153,272.29	154,650.79	123,110.43	146,030.50
9,200,000	141,729.48	167,936.57	169,316.57	135,567.33	160,686.98	162,066.98	129,405.18	153,437.39	154,817.39	123,243.03	146,187.80
9,210,000	141,881.97	168,117.27	169,498.77	135,713.19	160,859.88	162,241.38	129,544.41	153,602.49	154,983.99	123,375.63	146,345.10
9,220,000	142,034.46	168,297.97	169,680.97	135,859.05	161,032.78	162,415.78	129,683.64	153,767.59	155,150.59	123,508.23	146,502.40
9,230,000	142,186.95	168,478.67	169,863.17	136,004.91	161,205.68	162,590.18	129,822.87	153,932.69	155,317.19	123,640.83	146,659.70
9,240,000	142,339.44	168,659.37	170,045.37	136,150.77	161,378.58	162,764.58	129,962.10	154,097.79	155,483.79	123,773.43	146,817.00
9,250,000	142,491.93	168,840.07	170,227.57	136,296.63	161,551.48	162,938.98	130,101.33	154,262.89	155,650.39	123,906.03	146,974.30
9,260,000	142,644.42	169,020.77	170,409.77	136,442.49	161,724.38	163,113.38	130,240.56	154,427.99	155,816.99	124,038.63	147,131.60
9,270,000	142,796.91	169,201.47	170,591.97	136,588.35	161,897.28	163,287.78	130,379.79	154,593.09	155,983.59	124,171.23	147,288.90
9,280,000	142,949.40	169,382.17	170,774.17	136,734.21	162,070.18	163,462.18	130,519.02	154,758.19	156,150.19	124,303.83	147,446.20
9,290,000	143,101.89	169,562.87	170,956.37	136,880.07	162,243.08	163,636.58	130,658.25	154,923.29	156,316.79	124,436.43	147,603.50
9,300,000	143,254.38	169,743.57	171,138.57	137,025.93	162,415.98	163,810.98	130,797.48	155,088.39	156,483.39	124,569.03	147,760.80
9,310,000	143,406.87	169,924.27	171,320.77	137,171.79	162,588.88	163,985.38	130,936.71	155,253.49	156,649.99	124,701.63	147,918.10
9,320,000	143,559.36	170,104.97	171,502.97	137,317.65	162,761.78	164,159.78	131,075.94	155,418.59	156,816.59	124,834.23	148,075.40
9,330,000	143,711.85	170,285.67	171,685.17	137,463.51	162,934.68	164,334.18	131,215.17	155,583.69	156,983.19	124,966.83	148,232.70
9,340,000	143,864.34	170,466.37	171,867.37	137,609.37	163,107.58	164,508.58	131,354.40	155,748.79	157,149.79	125,099.43	148,390.00
9,350,000	144,016.83	170,647.07	172,049.57	137,755.23	163,280.48	164,682.98	131,493.63	155,913.89	157,316.39	125,232.03	148,547.30

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
9,360,000	144,169.32	170,827.77	172,231.77	137,901.09	163,453.38	164,857.38	131,632.86	156,078.99	157,482.99	125,364.63	148,704.60
9,370,000	144,321.81	171,008.47	172,413.97	138,046.95	163,626.28	165,031.78	131,772.09	156,244.09	157,649.59	125,497.23	148,861.90
9,380,000	144,474.30	171,189.17	172,596.17	138,192.81	163,799.18	165,206.18	131,911.32	156,409.19	157,816.19	125,629.83	149,019.20
9,390,000	144,626.79	171,369.87	172,778.37	138,338.67	163,972.08	165,380.58	132,050.55	156,574.29	157,982.79	125,762.43	149,176.50
9,400,000	144,779.28	171,550.57	172,960.57	138,484.53	164,144.98	165,554.98	132,189.78	156,739.39	158,149.39	125,895.03	149,333.80
9,410,000	144,931.77	171,731.27	173,142.77	138,630.39	164,317.88	165,729.38	132,329.01	156,904.49	158,315.99	126,027.63	149,491.10
9,420,000	145,084.26	171,911.97	173,324.97	138,776.25	164,490.78	165,903.78	132,468.24	157,069.59	158,482.59	126,160.23	149,648.40
9,430,000	145,236.75	172,092.67	173,507.17	138,922.11	164,663.68	166,078.18	132,607.47	157,234.69	158,649.19	126,292.83	149,805.70
9,440,000	145,389.24	172,273.37	173,689.37	139,067.97	164,836.58	166,252.58	132,746.70	157,399.79	158,815.79	126,425.43	149,963.00
9,450,000	145,541.73	172,454.07	173,871.57	139,213.83	165,009.48	166,426.98	132,885.93	157,564.89	158,982.39	126,558.03	150,120.30
9,460,000	145,694.22	172,634.77	174,053.77	139,359.69	165,182.38	166,601.38	133,025.16	157,729.99	159,148.99	126,690.63	150,277.60
9,470,000	145,846.71	172,815.47	174,235.97	139,505.55	165,355.28	166,775.78	133,164.39	157,895.09	159,315.59	126,823.23	150,434.90
9,480,000	145,999.20	172,996.17	174,418.17	139,651.41	165,528.18	166,950.18	133,303.62	158,060.19	159,482.19	126,955.83	150,592.20
9,490,000	146,151.69	173,176.87	174,600.37	139,797.27	165,701.08	167,124.58	133,442.85	158,225.29	159,648.79	127,088.43	150,749.50
9,500,000	146,304.18	173,357.57	174,782.57	139,943.13	165,873.98	167,298.98	133,582.08	158,390.39	159,815.39	127,221.03	150,906.80
9,510,000	146,456.67	173,538.27	174,964.77	140,088.99	166,046.88	167,473.38	133,721.31	158,555.49	159,981.99	127,353.63	151,064.10
9,520,000	146,609.16	173,718.97	175,146.97	140,234.85	166,219.78	167,647.78	133,860.54	158,720.59	160,148.59	127,486.23	151,221.40
9,530,000	146,761.65	173,899.67	175,329.17	140,380.71	166,392.68	167,822.18	133,999.77	158,885.69	160,315.19	127,618.83	151,378.70
9,540,000	146,914.14	174,080.37	175,511.37	140,526.57	166,565.58	167,996.58	134,139.00	159,050.79	160,481.79	127,751.43	151,536.00
9,550,000	147,066.63	174,261.07	175,693.57	140,672.43	166,738.48	168,170.98	134,278.23	159,215.89	160,648.39	127,884.03	151,693.30
9,560,000	147,219.12	174,441.77	175,875.77	140,818.29	166,911.38	168,345.38	134,417.46	159,380.99	160,814.99	128,016.63	151,850.60
9,570,000	147,371.61	174,622.47	176,057.97	140,964.15	167,084.28	168,519.78	134,556.69	159,546.09	160,981.59	128,149.23	152,007.90
9,580,000	147,524.10	174,803.17	176,240.17	141,110.01	167,257.18	168,694.18	134,695.92	159,711.19	161,148.19	128,281.83	152,165.20
9,590,000	147,676.59	174,983.87	176,422.37	141,255.87	167,430.08	168,868.58	134,835.15	159,876.29	161,314.79	128,414.43	152,322.50
9,600,000	147,829.08	175,164.57	176,604.57	141,401.73	167,602.98	169,042.98	134,974.38	160,041.39	161,481.39	128,547.03	152,479.80
9,610,000	147,981.57	175,345.27	176,786.77	141,547.59	167,775.88	169,217.38	135,113.61	160,206.49	161,647.99	128,679.63	152,637.10
9,620,000	148,134.06	175,525.97	176,968.97	141,693.45	167,948.78	169,391.78	135,252.84	160,371.59	161,814.59	128,812.23	152,794.40
9,630,000	148,286.55	175,706.67	177,151.17	141,839.31	168,121.68	169,566.18	135,392.07	160,536.69	161,981.19	128,944.83	152,951.70
9,640,000	148,439.04	175,887.37	177,333.37	141,985.17	168,294.58	169,740.58	135,531.30	160,701.79	162,147.79	129,077.43	153,109.00
9,650,000	148,591.53	176,068.07	177,515.57	142,131.03	168,467.48	169,914.98	135,670.53	160,866.89	162,314.39	129,210.03	153,266.30
9,660,000	148,744.02	176,248.77	177,697.77	142,276.89	168,640.38	170,089.38	135,809.76	161,031.99	162,480.99	129,342.63	153,423.60
9,670,000	148,896.51	176,429.47	177,879.97	142,422.75	168,813.28	170,263.78	135,948.99	161,197.09	162,647.59	129,475.23	153,580.90
9,680,000	149,049.00	176,610.17	178,062.17	142,568.61	168,986.18	170,438.18	136,088.22	161,362.19	162,814.19	129,607.83	153,738.20
9,690,000	149,201.49	176,790.87	178,244.37	142,714.47	169,159.08	170,612.58	136,227.45	161,527.29	162,980.79	129,740.43	153,895.50
9,700,000	149,353.98	176,971.57	178,426.57	142,860.33	169,331.98	170,786.98	136,366.68	161,692.39	163,147.39	129,873.03	154,052.80

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
9,710,000	149,506.47	177,152.27	178,608.77	143,006.19	169,504.88	170,961.38	136,505.91	161,857.49	163,313.99	130,005.63	154,210.10
9,720,000	149,658.96	177,332.97	178,790.97	143,152.05	169,677.78	171,135.78	136,645.14	162,022.59	163,480.59	130,138.23	154,367.40
9,730,000	149,811.45	177,513.67	178,973.17	143,297.91	169,850.68	171,310.18	136,784.37	162,187.69	163,647.19	130,270.83	154,524.70
9,740,000	149,963.94	177,694.37	179,155.37	143,443.77	170,023.58	171,484.58	136,923.60	162,352.79	163,813.79	130,403.43	154,682.00
9,750,000	150,116.43	177,875.07	179,337.57	143,589.63	170,196.48	171,658.98	137,062.83	162,517.89	163,980.39	130,536.03	154,839.30
9,760,000	150,268.92	178,055.77	179,519.77	143,735.49	170,369.38	171,833.38	137,202.06	162,682.99	164,146.99	130,668.63	154,996.60
9,770,000	150,421.41	178,236.47	179,701.97	143,881.35	170,542.28	172,007.78	137,341.29	162,848.09	164,313.59	130,801.23	155,153.90
9,780,000	150,573.90	178,417.17	179,884.17	144,027.21	170,715.18	172,182.18	137,480.52	163,013.19	164,480.19	130,933.83	155,311.20
9,790,000	150,726.39	178,597.87	180,066.37	144,173.07	170,888.08	172,356.58	137,619.75	163,178.29	164,646.79	131,066.43	155,468.50
9,800,000	150,878.88	178,778.57	180,248.57	144,318.93	171,060.98	172,530.98	137,758.98	163,343.39	164,813.39	131,199.03	155,625.80
9,810,000	151,031.37	178,959.27	180,430.77	144,464.79	171,233.88	172,705.38	137,898.21	163,508.49	164,979.99	131,331.63	155,783.10
9,820,000	151,183.86	179,139.97	180,612.97	144,610.65	171,406.78	172,879.78	138,037.44	163,673.59	165,146.59	131,464.23	155,940.40
9,830,000	151,336.35	179,320.67	180,795.17	144,756.51	171,579.68	173,054.18	138,176.67	163,838.69	165,313.19	131,596.83	156,097.70
9,840,000	151,488.84	179,501.37	180,977.37	144,902.37	171,752.58	173,228.58	138,315.90	164,003.79	165,479.79	131,729.43	156,255.00
9,850,000	151,641.33	179,682.07	181,159.57	145,048.23	171,925.48	173,402.98	138,455.13	164,168.89	165,646.39	131,862.03	156,412.30
9,860,000	151,793.82	179,862.77	181,341.77	145,194.09	172,098.38	173,577.38	138,594.36	164,333.99	165,812.99	131,994.63	156,569.60
9,870,000	151,946.31	180,043.47	181,523.97	145,339.95	172,271.28	173,751.78	138,733.59	164,499.09	165,979.59	132,127.23	156,726.90
9,880,000	152,098.80	180,224.17	181,706.17	145,485.81	172,444.18	173,926.18	138,872.82	164,664.19	166,146.19	132,259.83	156,884.20
9,890,000	152,251.29	180,404.87	181,888.37	145,631.67	172,617.08	174,100.58	139,012.05	164,829.29	166,312.79	132,392.43	157,041.50
9,900,000	152,403.78	180,585.57	182,070.57	145,777.53	172,789.98	174,274.98	139,151.28	164,994.39	166,479.39	132,525.03	157,198.80
9,910,000	152,556.27	180,766.27	182,252.77	145,923.39	172,962.88	174,449.38	139,290.51	165,159.49	166,645.99	132,657.63	157,356.10
9,920,000	152,708.76	180,946.97	182,434.97	146,069.25	173,135.78	174,623.78	139,429.74	165,324.59	166,812.59	132,790.23	157,513.40
9,930,000	152,861.25	181,127.67	182,617.17	146,215.11	173,308.68	174,798.18	139,568.97	165,489.69	166,979.19	132,922.83	157,670.70
9,940,000	153,013.74	181,308.37	182,799.37	146,360.97	173,481.58	174,972.58	139,708.20	165,654.79	167,145.79	133,055.43	157,828.00
9,950,000	153,166.23	181,489.07	182,981.57	146,506.83	173,654.48	175,146.98	139,847.43	165,819.89	167,312.39	133,188.03	157,985.30
9,960,000	153,318.72	181,669.77	183,163.77	146,652.69	173,827.38	175,321.38	139,986.66	165,984.99	167,478.99	133,320.63	158,142.60
9,970,000	153,471.21	181,850.47	183,345.97	146,798.55	174,000.28	175,495.78	140,125.89	166,150.09	167,645.59	133,453.23	158,299.90
9,980,000	153,623.70	182,031.17	183,528.17	146,944.41	174,173.18	175,670.18	140,265.12	166,315.19	167,812.19	133,585.83	158,457.20
9,990,000	153,776.19	182,211.87	183,710.37	147,090.27	174,346.08	175,844.58	140,404.35	166,480.29	167,978.79	133,718.43	158,614.50
10,000,000	153,928.68	182,392.57	183,892.57	147,236.13	174,518.98	176,018.98	140,543.58	166,645.39	168,145.39	133,851.03	158,771.80

s Check Fee Others
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104,374.20
104,533.00
104,691.80
104,850.60
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s Check Fee Others
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105,962.20
106,121.00
106,279.80
106,438.60
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s Check Fee Others
111,202.60
111,361.40
111,520.20
111,679.00
111,837.80
111,996.60
112,155.40
112,314.20
112,473.00
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112,790.60
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113,584.60
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115,331.40
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s Check Fee Others
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s Check Fee Others
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s Check Fee Others
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City of Irwindale
Community Development Department

Filing Fee Schedule

Adopted by City Council Resolution No. 2018-78-3072 of November 14, 2018

OCCUPANCY PERMIT	
Fee	$150.00
PLAN CHECK	
Tenant Improvement/Addition	$100.00
Entitlement Plan Check	$100.00
REVIEW	
Development Review Team 1st Meeting	No Fee
Development Review Team 2nd Meeting	$250.00
Development Review Team 3rd Meeting	$250.00
Preliminary Review	$300.00
ZONING VERIFICATION LETTER	
Fee	$106.00+ Any Additional Research Costs
RESEARCH & ANALYSIS	
Fee	Hourly Rate Varies
SIGN PERMITS	
For Banners	$40.00
For Wall Signs	$50.00
For Monument Signs	$100.00
BUSINESS LICENSE PROCESSING FEES	
New/1st Time Applications – In City Business	$30.00
New/1st Time Applications – Out of City But Requiring Special Permit Reviews	$30.00
Expedited Fee	$30.00
BUSINESS LICENSE PENALTIES	
Delinquency Penalty Fee	10% 1st Month + 5% Each Additional Month
Enforcement Fee	$200.00
Appeal	$200.00
SPECIAL EVENT PERMIT	
Standard Fee (30 Days or More Prior)	$150.00
Late Fee (10-29 Days Prior)	$203.00
FILM PERMIT	
Application	$215.00
Expedited Fee	$150.00

City of Irwindale
Community Development Department

CONDITIONAL USE PERMIT & CUP MODIFICATIONS	
Application (1) (2) (3)	$2,000.00
Appeal (2)	$400.00
Determination (2)	$300.00
SITE PLAN & DESIGN REVIEW	
Administrative Approval (1)	$1,000.00
Discretionary Approval (1) (2) (3)	$2,000.00
VARIANCE	
Single Family Home (1) (2) (3)	$300.00
Non-Residential (Standard) (1) (2) (3)	$2,000.00
Appeal (2)	$400.00
ZONING ORDINANCE AMENDMENT	
Application (1) (2) (3)	$2,000.00 + Attorney Deposit
Appeal (2)	$400.00 + Attorney Deposit
ZONE CHANGE	
Application (1) (2) (3)	$2,000.00
Appeal (2)	$400.00
GENERAL PLAN AMENDMENT	
Application (1) (2) (3)	$1,000.00
LAND SUBDIVISIONS	
Lot Line Adjustment (4)	$200.00
Tentative Parcel Map (1) (2) (3) (4)	$1,900.00 + $60.00 per lot
Tentative Tract Map (1) (2) (3) (4)	$2,000.00 + $60.00 per lot
Vesting Tentative Map (1) (2) (3) (4)	$2,000.00 + $60.00 per lot
Reversion to Acreage (1) (2) (3) (4)	$200.00
Appeal (2)	$400.00
DEVELOPMENT AGREEMENT	
Application + (1) (2) (3)	$2,000.00
City Attorney Deposit	$10,000.00
All Costs (Consultants, Notices, etc.)	All Costs + Admin. Fee

City of Irwindale
Community Development Department

Note:
(1) Applications subject to environmental assessment fees. Fees are processed once per application package as indicated below:

ENVIRONMENTAL DOCUMENTS	
Environmental Assessment Questionnaire	$250.00
Negative Declaration	$500.00
Mitigated Neg. Dec.	$1,500.00 + Deposit Study + 100% Consultant Cost + Admin. Fee
Env. Impact Report	$1,000.00 + Deposit Study + 100% Consultant Cost + Admin. Fee
CA Dept. of Fish and Wildlife CEQA Filing Fees	See Attached Document

Note:
(2) Applications subject to notification fees. Fees are processed once per application package as indicated below:

NOTIFICATION FEES	
Newspaper Ad (One Hearing Required)	$175.00
Newspaper Ad (Two Hearings Required)	$350.00
Public Notice Mailing/Posting (One Hearing Required)	$1.00/parcel + Admin. Fee
Public Notice Mailing/Posting (Two Hearings Required)	$2.00/parcel + Admin. Fee

Note:
(3) Please submit a separate, undated check made payable to the "LACC" for the fee indicated below, which is a filing fee for the Notice of Determination to be posted for 30 days after the approving body has approved an environmental clearance:

NOTICE OF DETERMINATION FEE (Payable to LACC)	
Fee	$75.00

Note:
(4) Applications subject to engineering fees:

ENGINEERING FEES	
Fee	$7,000 Deposit + all costs for Engineering Review + Admin. Fee

Note:
*Administrative Fee is for review and oversight of projects and contracts.

Total Fees: _____

CEQA Environmental Document Filing Fees

CDFW imposes and collects a filing fee to defray the costs of managing and protecting California's vast fish and wildlife resources, including, but not limited to, consulting with other public agencies, reviewing environmental documents, recommending mitigation measures, and developing monitoring programs.

CEQA Document	Fees Effective January 1, 2020	Fees Effective January 1, 2021
Negative Declaration (ND)	$2,406.75	$2,480.25
Mitigated Negative Declaration (MND)	$2,406.75	$2,480.25
Environmental Impact Report (EIR)	$3,343.25	$3,445.25
Environmental Document pursuant to a Certified Regulatory Program (CRP)*	$1,136.50	$1,171.25
County Clerk Processing Fee**	$50.00	$50.00

* CRPs include certain state agency regulatory programs as defined in section 21080.5 of the Public Resources Code and section 15251 of the CEQA Guidelines. Beginning July 1, 2013, CEQA/CRP Filing Fees will no longer apply to the filing of Notices of Decision or Determination for Forest Practice Rules and Timber Harvest Plans (Pub. Resources Code, § 4629.6, added by Stats. 2012, ch. 289, § 3).

** Additional county fees may apply. Please check with your county clerk's office for details.

Annual Fee Adjustments

CDFW is required to adjust the fees annually (Fish & G. Code, § 713). The annual fee adjustments are based on changes in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, as published by the U.S. Department of Commerce. Annual filing fee adjustments are posted on CDFW's website prior to November 1 of the year before they become effective.

Payment of Fees

The project proponent is responsible for payment of the filing fee (Fish & G. Code, § 711.4). Filing Fees are due at the time a Notice of Determination is filed with the county clerk's office (local lead agency), or with the State Clearinghouse (state lead agency). Fees due for Certified Regulatory Program notices are due to CDFW directly and before the respective Notice of Decision is filed with the Secretary for Natural Resources. For more information on filing fees and No Effect Determinations, please refer to California Code of Regulations, title 14, section 753.5.

Exemptions and No Effect Determinations

The CEQA filing fee will be waived if a project will have no effect on fish and wildlife (Fish & G. Code, § 711.4, subd. (c)(2)(A)). Additionally, projects that are statutorily or categorically exempt from CEQA are also not subject to the filing fee and do not require a no effect determination (Cal. Code Regs., tit. 14, §§ 15260-15333; Fish & G. Code, § 711.4, subd. (d)(1)). Only CDFW staff is responsible for determining whether a project will qualify for a No Effect Determination and if the CEQA filing fee will be waived.

EXHIBIT I

HOST FEE DESCRIPTION & CALCULATION

1. Advancement of Costs

As memorialized in the Reimbursement Agreement as amended, ATHENS has advanced to City funds to cover City costs for CEQA compliance, Project review, consultant and legal support and other Project related costs, which funds shall not be reimbursable or charged against any future payments by ATHENS to City as provided herein.

2. Initial Payment and Escrow Funds

ATHENS has deposited five hundred thousand dollars ($500,000) into an escrow account ("Escrowed Funds") with escrow agent JPMorgan Chase Bank, NA ("Escrow Agent") per that certain Escrow Agreement by and between City, ATHENS and Escrow Agent dated August 28, 2013. The Escrowed Funds will be (a) payable to the City if ATHENS fails to build the Facility pursuant to the terms of this Agreement, or (b) returned to ATHENS if either (i) the Facility is not completed and this Agreement is terminated for any other reason, including without limitation, pursuant to the failure to pay Host Fees or pay reimbursable costs pursuant to the Reimbursement Agreement, or (ii) if the Department of Finance fails to approve this Agreement or Other Agreements, or the PMP , or (iii) upon commencement of operations at the Facility.

a. The Escrowed Funds are held by an escrow agent in an interest-bearing account, which interest shall be paid quarterly to ATHENS.

b. If the City believes that ATHENS has not proceeded diligently and in accordance with the Schedule of Performance to secure all necessary permits and entitlements for the development and thereafter complete development of the Facility in accordance with the terms of this Agreement, then City shall provide written notice to ATHENS of such belief and undertake all necessary processes pertaining to default/cure/termination as set forth in Article 10.0 hereof.

c. If the City finds pursuant to Article 10.0 that ATHENS has committed an unjustified and uncured default resulting in termination of this or Other Agreements, then the City shall be entitled to the Escrowed Funds to be used by the City for its general governmental purposes as the City deems appropriate and the Parties shall have no further rights or obligations to each other following said termination.

3. Deposit

Upon the later to occur of (i) the final approval by City of the Facility (such final approval being demonstrated by issuance of a certificate of occupancy for the Site), (ii) the

Agreements Approval Date (as defined in the MOU), and (iii) the CEQA Completion Date, ATHENS will deposit into the City's bank account a deposit of $5,000,000 ("Deposit"), less any amounts advanced to City for City costs expended prior to these approvals, including but limited to, amounts advanced in accordance with the Reimbursement Agreement and the MOU and/or costs to prepare environmental studies, process and negotiate the permits, entitlements and conditions of the Project. The Deposit shall include a payment of $1,000,000 which upon receipt of (1) all permits from the Waste Management Board and other third-party government agencies required to operate the Facility, and (2) all permits, sign-offs and approvals by the Successor Agency and City necessary to commence Facility operations, will be deemed non-refundable to be used by the City for its general governmental purposes and shall not be credited against Host Fee payments. For the first year of operations and subsequent years thereafter, the Host Fee will be drawn down against the Deposit until the Deposit balance is depleted. After the Deposit is paid, should the Project be terminated due to default by ATHENS or terminated by ATHENS without cause, the City shall retain the remaining balance of the $5,000,000 Deposit; but if the Project is terminated by ATHENS due to the default of City, the City shall refund to ATHENS any and all of the remaining balance of the Deposit, including but not limited to the $1,000,000 "non-refundable" portion, but not including any amounts expended by the City in accordance with the terms of the MOU.

4. Host Fee

Upon the commencement of the first year of operations, and for every operating year thereafter until the termination or expiration of the Agreements, ATHENS shall pay the Host Fee to the City. The Host Fee shall be $1.70 per ton deposited at the MRF/TS ("Host Fee Rate"). The Host Fee shall be determined at the end of the calendar year based on the tonnage actually deposited and shall be supported by an audit of the tonnage provided by ATHENS at its sole cost. The City shall be paid for the tons deposited at the MRF/TS no later than thirty (30) days from December 31st.

5. Adjustments

a. *Consumer Price Index ("CPI")*. The Host Fee Rate shall be subject to an increase every five (5) years during the Term equal to 100% of the CPI [based on index for Los Angeles-Riverside-Orange County], as measured from the 1st of January in the year following commencement of operations. In addition, should the City issue a termination under Article 10.0 of this Agreement, the Host Fee shall be fixed as of the termination notice date and no further CPI adjustments to the Host Fee shall occur during the remaining ten year period of the term.

b. *Most Favored Nations Clause*. If ATHENS agrees to pay any other city a higher host fee when all terms are considered and equalized with the terms between the City and ATHENS, ATHENS shall notify City within 30 days and the Host Fee for the MRF/TS will be adjusted to match the other city's deal. ATHENS will provide a copy of such other deal and explanation of factors that should be considered in comparing it to the MRF/TS deal. The parties will either agree to a financial analysis or have such analysis prepared by a consultant mutually selected by the parties to factor any differences in the

terms of the two deals so as to compare the host fees on an equal basis. For example, if ATHENS secures free land for a similarly-sized facility as the MRF/TS, the fair market value of the land, plus applicable financing fees, shall be calculated as an annual amount for the term of the MRF/TS and deducted against the fee to be compared against the Host Fee for the MRF/TS.

6. Example

By way of illustration only and without limiting the generality of the foregoing, the following is an illustrative example of the allocation of projected revenues based on an assumed 1,000,000 tons received in the first year and second year of operations ignoring adjustments:

Initial Deposit	$5,000,000
EIR Costs Incurred by City	- $1,350,000
Initial Payment (non-refundable)	$500,000 (not included in deposit remaining)
Escrowed Funds	$500,000
Deposit Remaining When Agreements Signed (Initial Payment is not included and is retained by City)	$4,250,000
Payment Upon Receipt of Permits	- $1,000,000
Deposit Remaining	$3,250,000
Return of Escrowed Funds upon commencement of operations at MRF/TS	- $500,000
Deposit Remaining	$2,750,000
Deduction of Host Fee Payment for 1st Year of Operations	- $1,700,000
Deposit Remaining	$1,050,000
Deduction of Host Fee Payment for 2nd Year of Operations	- $1,700,000
Fund Balance	- $650,000
Payment to Bring Fund Balance to $0	$650,000
Fund Balance	0

In the event this or Other Agreements are terminated prior to completion of the MRF/TS for any reason other than a breach by ATHENS, all of the funds described above, other than the EIR costs incurred by City and the Initial Payment, shall be returned to ATHENS. Using the example above, $4,750,000 would be returned to ATHENS.

EXHIBIT J

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

Recording Requested by and
When Recorded Return to:

City of Irwindale
5050 North Irwindale Avenue
Irwindale, CA 91706

(Space Above This Line for Recorder's Office Use Only)

ASSIGNMENT, ASSUMPTION AND CONSENT TO ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND CONSENT TO ASSIGNMENT OF DEVELOPMENT AGREEMENT ("Assignment") is entered into as of this ___ day of _____, 20__ ("Effective Date"), by and between ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES, a California corporation ("Assignor"), and _____ ("Assignee"), and THE CITY OF IRWINDALE, a municipal corporation ("City").

RECITALS

A. City and Assignor are parties to that certain Development Agreement dated _____ and recorded _____ as Instrument No. ____ of Official Records of Los Angeles County, California (the "Agreement"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

B. The Agreement provides for the development of the Site legally described in Exhibit "A" hereto.

C. Pursuant to Section 7.4 of the Agreement, Assignor (referred to as "ATHENS" in the Agreement) may transfer the Agreement, or the Site or any part of the Site, to another entity upon City's approval of an assignment and assumption agreement.

D. Prior to the Effective Date of this Assignment, Assignor has contracted and sold the Site to Assignee [IF APPLICABLE]. Assignor now wishes to transfer to Assignee the Site along with all of Assignor's rights and obligations under the Agreement with respect to the development and operation of the Site, and Assignor and Assignee desire to obtain City's specific consent to such transfer.

E. Assignor and Assignee hereby represent to City that Assignee shall perform all obligations of Assignor under the Agreement, and that Assignee (a) has the financial strength and

capability to perform such obligations and (b) has sufficient experience and expertise in the planning, financing, development, ownership and operation of similar projects. To this end, all parties warrant that the following information has be provided to the satisfaction of City:

i. The Assignee's audited financial statements for the immediately preceding three (3) operating years;

ii. Reasonably satisfactory evidence that the proposed Assignee has municipal solid waste management experience on a scale equal to or exceeding the scale of operations conducted by Assignor; '

iii. Reasonably satisfactory evidence that in the last five (5) years, the proposed Assignee has not suffered any citations or other censure from any federal, state, or local agency having jurisdiction over its waste management operations due to any significant failure to comply with federal, state, or local waste management law and that the Assignee has provided the City with a complete list of such citations and censures;

iv. Reasonably satisfactory evidence that the Assignee's key principals have no felony criminal convictions;

v. Poof that the proposed Assignee conducts its refuse and waste management practices in accordance with sound waste management practices in full compliance with all federal, state, and local laws regulating the collection and disposal of waste, including hazardous waste; and

vi. Any other information reasonably required by the City to ensure the proposed Assignee can fulfill the terms of the Agreement and "Other Agreements" identified therein, including the payment of indemnities and damages and provision of bonds and/or performance standards.

F. Based upon such representation, City wishes to consent to such transfer subject to the terms of this Assignment.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City, Assignor and Assignee agree as follows:

1. Representations. Assignor and Assignee represent and certify the following:

a. That all of the above recitals are true and correct.

b. To the best of Assignor's knowledge, no default presently exists under the Agreement and no state of facts exist which would constitute a default under the Agreement.

2. Assignment. Assignor hereby assigns, sells, and conveys and otherwise transfers to Assignee all of Assignor's interests, rights and obligations under the Agreement with

respect to the Site. This assignment shall be effective on the Effective Date, as first written above, provided that City consents thereto as evidenced by its execution of this Assignment in the space set forth below.

3. Assumption of Agreement. Assignee hereby accepts all of Assignor's interests, rights and obligations under the Agreement with respect to the Site and assumes and agrees to perform all of Assignor's corresponding obligations, terms, covenants, and conditions under the Agreement on, from and after the Effective Date. Assignee acknowledges that (i) it has received a copy of the Agreement and is fully familiar with its terms, and (ii) City has made no representations concerning the Agreement except as expressly provided herein.

4. Due Execution. The person(s) executing this Assignment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Assignment on behalf of said party, (iii) by so executing this Assignment, such party is formally bound to the provisions of this Assignment, and (iv) the entering into this Assignment does not violate any provision of any other agreement to which said party is bound.

5. Full Force and Effect. The parties further agree that, except as specifically provided in this Assignment, the terms of the Agreement shall remain unchanged and in full force and effect.

6. New Bonds. Pursuant to Section 13 of the Agreement, City's consent hereto is conditioned on Assignor's providing substitute bonds or other security as may be required by the Agreement.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed and entered into this Assignment as of the date first written above.

"Assignor"
ARAKELIAN ENTERPRISES, INC., dba
ATHENS SERVICES, a California corporation

By: _____
Ron Arakelian, Jr., Board Chairman.

By: _____
Michael Arakelian, Vice President/Secretary

"Assignee"

_____

_____
By: _____
Its: _____

_____
By: _____
Its: _____

-
- (Corporations require two signatures; one for each of the following: A. Chairman of Board, President or Vice President; and B. Secretary, Assistant Secretary Treasurer, Assistant Treasurer or Chief Financial Officer.)

CONSENT TO ASSIGNMENT

City hereby consents to the foregoing assignment to Assignee of Assignor's interests, rights and obligations in the Development Agreement, dated __, and the corresponding acceptance thereof and assumption by Assignee of Assignor's corresponding interests, obligations, terms, covenants, and conditions made under the Agreement subject to all of the terms, covenants, and conditions set forth in this Assignment.

"City"

ATTEST:

CITY OF IRWINDALE,
a California municipal corporation

_____
Chief Deputy City Clerk

_____
City Manager

APPROVED AS TO FORM:

_____
Adrian R. Guerra, City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

On ____, 2021, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Notary Signature (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

On ____, 2021, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

WITNESS my hand and official seal.

_____
Notary Signature

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

LEGAL DESCRIPTION

Real property in the City of Irwindale, County of Los Angeles, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. 22152, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 231 PAGES 15 THROUGH 18 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8535-001-911

EXHIBIT K

FORM OF CERTIFICATE OF COMPLETION

FREE RECORDING REQUESTED BY

City of Irwindale
5050 N. Irwindale Ave.
Irwindale, CA 91706
Attn: City Manager

AND WHEN RECORDED RETURN TO AND MAIL TAX STATEMENTS TO:

Athens Services
P.O. Box 6009
City of Industry, CA 91716-0009
Attention: President

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code §6103)

CERTIFICATE OF COMPLETION

WHEREAS, pursuant to that certain Development Agreement by and between the CITY OF IRWINDALE, a California municipal corporation ("City") and ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES, a California corporation ("Athens"), dated _____ (the "Agreement"), Athens has agreed to develop that certain real property situated in the City of Irwindale, California, described on Exhibit "A" attached hereto and made a part hereof ("Site"); and

WHEREAS, as referenced in the Agreement, City shall furnish Athens with a Certificate of Completion upon completion of construction and development and the opening of the business, which certificate shall be in such form as to permit it to be recorded in the Official Records of the County Recorder of the County of Los Angeles, California ("Official Records"); and

WHEREAS, the parties also entered into that certain Disposition and Development Agreement ("DDA") that provided for certain covenants to run with the land, which covenants were incorporated into the Deed (as defined in the DA) or in that certain Declaration of Covenants, Conditions and Restrictions recorded on _____ as Instrument No. _____ of the Official Records (the "Declaration"); and

WHEREAS, this Certificate of Completion shall constitute a conclusive determination by City of the satisfactory completion by Athens of the construction and development required by the Agreement and of Athens's full compliance with the terms of the Agreement with respect to such construction and development, but not of the other provisions of the Deed or the Declaration, the provisions of which shall continue to run with the land pursuant to their terms; and

WHEREAS, City has conclusively determined that the construction and development on the Site has been satisfactorily completed by Athens in full compliance with the terms of the Agreement and that the business has opened.

NOW, THEREFORE:

1. The improvements required to be constructed have been satisfactorily completed and the business has opened in accordance with the provisions of said Agreement.

2. This Certificate of Completion shall constitute a conclusive determination of satisfaction of the agreements and covenants contained in the Agreement with respect to the obligations of Athens, and its successors and assigns, to construct the improvements and the dates for the beginning and completion thereof.

3. This Certificate of Completion shall not constitute evidence of Athens' compliance with the other provisions of the Agreement, Deed, DDA or the Declaration, the provisions of which shall continue to run with the land.

4. This Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Athens to any holder of a mortgage or any insurer of a mortgage, securing money loaned to finance the improvements or any part thereof.

5. This Certificate of Completion is not a Notice of Completion as referred to in California Civil Code Section 3093.

6. Except as stated herein, nothing contained in this instrument shall modify in any way any other provisions of the Agreement or any other provisions of the documents incorporated therein.

IN WITNESS WHEREOF, the City has executed this Certificate of Completion this ____ day of _____, 201_.

THE CITY OF IRWINDALE

By: _____
_____, Mayor

ATTEST:

By: _____
Its: _____

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
_____, City Attorney

CONSENT TO RECORDATION

ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES, a California corporation, which is "Athens" as defined herein and the owner of the Site, hereby consents to the recordation of this Certificate of Completion against the Site.

Dated: _____

ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES, a California corporation

By: _____
Ron Arakelian, Jr., Board Chairman.

By: _____
Michael Arakelian, Vice President/Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

On ____, 2021, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

WITNESS my hand and official seal.

_____
Notary Signature

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

On ____, 2021, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

WITNESS my hand and official seal.

_____
Notary Signature

EXHIBIT "A"
LEGAL DESCRIPTION OF SITE

LEGAL DESCRIPTION

Real property in the City of Irwindale, County of Los Angeles, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. 22152, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 231 PAGES 15 THROUGH 18 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8535-001-911

ATTACHMENT "I"

RESOLUTION NO. 2021-11-3273

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING CONDITIONAL USE PERMIT No. 08-2016 TO ALLOW A PROPOSED CONVENIENCE STORE TO SELL BEER AND WINE FOR OFF-SITE CONSUMPTION (TYPE 20 OFF SALE BEER & WINE), AND FOR THE OPERATION OF A PUBLIC GAS STATION ON PROPERTY LOCATED AT 2200 ARROW HIGHWAY IN THE M-2 (HEAVY MANUFACTURING) ZONE, SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF

A. RECITALS.

(i) Athens Services, 14048 Valley Boulevard, City of Industry, CA 91746, the Applicant, has entered into a Disposition and Development Agreement with the City of Irwindale Successor Agency to construct and operate a Materials Recovery Facility and Transfer Station (MRF/TS) with a convenience store and public gas station on a property located at 2200 Arrow Highway – APN 8535-001-911. The Applicant has made a request for a Conditional Use Permit (CUP 08-2016) for the establishment of a convenience store that sells beer and wine for off-site consumption and the operation of a public gas station, located at 2200 Arrow Highway, pursuant to Sections 17.80.030(22), and 17.36.010(23) of the Irwindale Municipal The Subject Property is zoned M-2 (Heavy Manufacturing).

(ii) On January 20, 2021, the Planning Commission, at a public hearing, at which time they received input from staff, the City Attorney, and the Applicant; heard public testimony; discussed the proposed project; closed the public hearing; and, after discussion, adopted Resolution No. 794(21) for CUP No. 08-2016.

(iii) On January 20, 2021, the Planning Commission, adopted Resolution No. 790(21) recommending that the City Council approve the adoption and certification of the project FEIR (SCH# 2013051029).

(iv) On February 24, 2021, the City Council conducted a duly noticed public hearing, as required by law, on the Application and received input from staff, the City Attorney, and the Applicant; heard public testimony; discussed the proposed project; closed the public hearing; and, after discussion, approved the Application at that same meeting, subject to the approval of a Resolution, which would detail the specific Conditions under which the Application was approved.

(v) All legal prerequisites to the adoption of this Resolution have occurred.

A. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the City Council of the City of Irwindale as follows:

1. The City Council hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Resolution are true and correct and incorporated into this Resolution by reference as findings of fact.

2. The City Council hereby specifically finds and determines the project, as proposed, and including CUP No. 08-2106, has been adequately analyzed in the 2020 Final Environmental Impact Report (2020 FEIR) (SCH#2013051029). In making this determination, the City Council, as Lead Agency, has reviewed and considered the information in the 2020 FEIR, the written and oral testimony provided to the City, and the remainder of the administrative record for the project. The City Council has separately certified, via City Council Resolution No. 2021-08-3270 that the 2020 FEIR has been completed in compliance with the California Environmental Quality Act (Pub. Resource Code, § 21000 et seq.), reflects the City of Irwindale's independent judgment and analysis, and that all mitigation measures available to reduce to the project's impacts to the extent feasible have been adopted in the project's Mitigation Monitoring and Reporting Program. The City Council has also separately adopted a Statement of Overriding Considerations and CEQA Findings of Fact, attached as Exhibit A to Resolution 2021-08-3270. A copy of the 2020 FEIR and Mitigation Monitoring and Reporting Program was posted on the City's website

3. Based upon substantial evidence presented to this City Council during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony, site plans and Conditions of Approval attached hereto as Attachment A, this City Council hereby specifically makes the following findings for Conditional Use Permit No. 08-2016 as follows:

a. That the site is adequate in size and shape for the proposed use.

The site is adequate in size and shape for the proposed use for the following reasons: The site is 17.22 acres and zoned M-2 (Heavy Manufacturing). The proposed 2,587 square foot convenience store is less than .3% of the site. The proposed CUP is for a the operation of a public gas station and Type 20, Off-Sale Beer and Wine permit and alcohol sales will be a small part of the merchandise sold at the convenience store. No more than 500 square feet of floor area is permitted for the sale of beer and wine. The store will also sell non-alcoholic beverages, snacks, and sundries. The proposed use is a typical product sold at similar-type convenience stores. The convenience store is carefully designed and located on the site to adequately accommodate parking and on-and-off site circulation with access from multiple driveways along Arrow Highway. 26 parking stalls are provided for the convenience store use, located in front of the store and to the west of the store.

b. That the site has sufficient access to streets and highways adequate in width and pavement type to carry the quantity of traffic generated by the proposed use.

The site is bordered by Arrow Highway on the North and Northeast and Live Oak Avenue on the South. Access to the I-605 Freeway is provided via Arrow Highway and Live Oak Avenue. The certified EIR (SCH#2013051029) analyzed traffic volumes, trip distances,

and overall circulation of the project, including the convenience store and public gas station. The site has sufficient access to streets and highways adequate to carry the quantity of traffic generated by the proposed use because Arrow Highway, a multi-lane street, is classified in the General Plan as a major arterial, sufficient to accommodate additional travel generated by the use.

c. That the proposed use will not have an adverse effect on adjacent property.

The proposed use, as conditioned, will not have an adverse effect upon adjacent properties because the Applicant will develop an existing vacant parcel with specific mitigation measures which will be enforced to reduce dust, noise and visibility from adjacent properties. The use will provide goods and services to surrounding businesses and commuters on Arrow Highway and Live Oak Avenue. The site has been designed to accommodate vehicle circulation and meet parking standards. The adjacent properties to the west and south are developed with industrial uses that create loud noise, including a distribution center with heavy trucking. Properties to the south, across Live Oak Avenue (a 4-lane road) have industrial uses including a machining company, an industrial business park, and a large tank facility for the Valley County Water District. The subject site is located at the back of the Santa Fe Dam Recreation Area and is separated by Arrow Highway, a multi-laned arterial roadway and the proposed use is located at such a distance so as not to have an adverse effect on the recreation area.

4. That the proposed use serves the public convenience or necessity, based upon the factors outlined in Section 17.58.060.

This finding is supported by the following facts:

a. The issuance of the conditional use permit would not duplicate services and therefore contribute to an over-concentration of alcoholic beverage establishments because the nearest off-sale use is over one mile from the subject site;

b. Alcohol sales are related to the function of the proposed use in that it is common that similar-type convenience stores sell beer and wine, and it would place the business in an economic disadvantage with other similar convenience stores that sell beer and wine;

c. The proposed establishment will serve a niche in the market not filled by other alcoholic beverage establishment licenses in the area, in that the nearest off-sale use is over one mile from the subject site;

d. The proposed establishment will provide the convenience of purchasing alcoholic beverages in conjunction with other beverage and food sales as well as other merchandise;

e. The aesthetic character and ambiance of the proposed establishment will be consistent with the City's Commercial and Industrial Design Guidelines;

f. There are conditions of approval that prescribe the manner in which the proposed establishment is to be conducted, including the extent to which the establishment will provide an adequate and well trained staff.

g. The proposed establishment complements the established or proposed businesses in the surrounding area in that it will provide goods and services, including packaged food, alcoholic and non-alcoholic beverages, and sundries to the surrounding industrial and warehouse businesses and commuters;

h. According to the Irwindale Police Department, the proposed establishment, location and/or operator has no history of law enforcement problems;

i. According to the Irwindale Police Department, the crime rate in the reporting district and adjacent reporting districts is comparable to other areas in the city and adjacent cities;

j. According to the Irwindale Police Department, the number of alcohol-related police calls for service, crimes or arrests in the reporting district and in adjacent districts is comparable to other areas of the city and adjacent cities;

k. Conditions of approval have been included to ensure that the proposed establishment will maintain security, or surveillance, both inside and outside the premises and comply with all applicable laws.

l. That the proposed establishment will comply with the conditions of approval at Section 17.58.070; 17.58.080; and 17.58.090 of this chapter.

This finding is supported by the following facts:

The conditions of approval contained in Sections 17.58.070; 17.58.080; and 17.58.090 of the IMC have been incorporated into the conditions of approval for this proposal, including, but not limited to, convenience store staff training, adequate exterior lighting, graffiti removal, and requiring the applicant or operator to obtain all required licenses and permits.

5. Based upon the substantial evidence and conclusions set forth herein above, this City Council hereby approves the Application subject to the conditions set forth in Attachment "A" attached hereto and by this reference incorporated herein, which conditions

are deemed necessary to protect the public health, safety and general welfare and are reasonable and proper in accordance with the intent and purposes of Title 17 of the Irwindale Municipal Code.

6. This resolution shall be effective upon adoption.

7. The documents and materials that constitute the record of proceedings upon which this Resolution has been based are located at 5050 N. Irwindale Avenue, Irwindale, California. The custodian for these records is the Community Development Manager. This information is provided in compliance with Public Resources Code section 21081.6.

8. A Notice of Determination shall be filed with the County of Los Angeles and the California State Clearinghouse within five working days of final project approval.

9. The Chief Deputy City Clerk shall:

a. Certify to the adoption of this Resolution; and
b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

PASSED, APPROVED AND ADOPTED this 24th day of February 2021.

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-11-3273 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 24th day of February 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

EXHIBIT "A"

CITY COUNCIL RESOLUTION NO. 2021-11-3273
CONDITIONAL USE PERMIT NO. 08-2016
Athens Services
2200 Arrow Highway
Irwindale, CA 91706

FINAL CONDITIONS OF APPROVAL

GENERAL

1. The activities authorized by this Conditional Use Permit for the establishment and operation of a convenience store that sells beer and wine (Type 20 ABC license – Off Sale Beer and Wine) and a public gas station with eight pumps and overhead canopy. The timing and any expiration of this Conditional Use Permit approval shall be consistent with the provisions in Development Agreement No. 02-2016. To the extent that any inconsistencies occur, the development agreement provisions shall prevail.

2. The Applicant shall agree and consent, in writing, to each and every condition of permit approval set forth herein within twenty (20) days from the adoption of this Resolution by the City Council approving the Conditional Use Permit.

3. The signed Final Conditions of Approval shall be photocopied and included as a sheet in the plans.

4. Plans for any proposed site improvements shall be submitted to the Los Angeles County Fire Department and City Building Department for review and approval prior to the issuance of Building Permits.

5. Prior to the issuance of an occupancy permit and final inspection by the Planning Division, all applicable conditions of approval and all mandatory improvements shall be completed to the reasonable satisfaction of the City.

6. All graffiti shall be adequately and completely removed or painted over within 48 hours of such graffiti being affixed on any structure or fence at the Property, or notification thereof, whichever is later.

7. This Conditional Use Permit may be revoked for any violation of or noncompliance with any of these conditions or other codes, regulations of standards enforced by or beneficial to the City of Irwindale in accordance with IMC Section 17.90.

8. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, or employees from any claims, damages, action, or proceeding

against the City or its agents, officers, or employees to attack, set aside, void or annul, approval of the City, its advisory agencies, appeal boards, or legislative body concerning Conditional Use Permit No. 08-2016. The City will promptly notify the permittee of any such claim, action or proceeding against the City and will cooperate fully in the defense.

9. City inspectors shall have access to the Property to reasonably inspect the Property during normal working hours to assure compliance with these conditions and other codes.

10. Any and all fees (current and retroactive) required to be paid to any public agency shall be paid prior to obtaining any permit for this Project.

11. In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of fees, dedications, reservations, or exactions for this Project, if any, are subject to protest by the Applicant at the time of approval or conditional approval of the Project or within 90 days after the date of the imposition of the fees, dedications, reservations, or exactions imposed on the Project.

12. The Property shall be maintained free and clear of any accumulations of trash, debris, waste, and combustible and/or flammable materials, other than the related materials specifically authorized under this Conditional Use Permit.

13. The use and improvements authorized by the Conditional Use Permit shall conform to the plans as finally approved by the City as conditioned herein, and any appreciable modification as determined by the Community Development Manager/City Planner shall require the prior approval of the Planning Commission.

PLANNING DIVISION

1. The Project shall substantially conform to submitted plans submitted December 8, 2020. Future modifications that are not in substantial conformance, as determined by the Community Development Manager/City Planner, shall require modification of this approval subject to the provisions of IMC Section 17.80.160 "Modification".

2. No convenience store business operations shall be conducted outside of an enclosed building.

3. A separate sign permit, subject to the approval of the Community Development Manager/City Planner, shall be required for any proposed signage. The proposed signage must be approved by the property owner.

4. The hours of operation for the convenience store shall be 4:00 AM to 12:00 AM. If the Director determines that the hours of operation should be changed (based upon information such as police calls for service to the site, or complaints from the community), the matter shall be referred to the Planning Commission.

5. The operation of video or other electronic games is prohibited.

6. Adult magazines shall be kept behind the cash register and their covers obscured with "modesty panels".

7. The sale of paraphernalia for use with illicit drugs is prohibited.

8. The sale or display of adjudicated pornographic material is prohibited.

9. The sale or display of adjudicated pornographic material and inappropriate material in outside newspaper dispensers is prohibited.

10. All conditions of approval and requirements set forth in Development Agreement No. 02-2016 and Site Plan and Design Review Permit No. 06-2016 shall be complied with as part of this application.

11. That the establishment complies with the Irwindale Municipal Code, including those regulations for off-street parking, noise, signs, drinking in public, landscape and irrigation, and graffiti removal.

12. That exterior lighting of the parking area shall be kept at an intensity of between one and two footcandles, so as to provide adequate lighting for patrons while not disturbing surrounding residential or commercial areas. Light sources shall be screened or shielded from adjacent properties and from the sky.

13. That adequate security measures shall be provided as specified by the police department, including retaining trained staff and security personnel and providing security devices such as surveillance or burglar alarm systems.

14. The operator of the establishment shall ensure that no trash or litter originating from the site is deposited onto neighboring properties or onto the public right-of-way. The owner or operator shall provide for daily removal of trash, litter and debris from the premises and on all abutting sidewalks within twenty feet of the premises.

15. That the owner of the establishment shall maintain all required permits and/or licenses for the sale of alcoholic beverages in good standing.

16. That a copy of the current business license shall be kept on the premises of the establishment and be presented to any planning director, city code enforcement

officers, law enforcement officers or their duly authorized representatives, upon request.

17. The following conditions shall apply to the convenience store:

    a. The permittee at all times shall comply with all terms and provisions of the license issued by the State Department of Alcoholic Beverage Control and/ or the terms and provisions of the Alcoholic Beverage Control Act.
    b. No more than 500 square feet of the convenience store shall be used for the sale and display of alcoholic beverages.
    c. No alcohol sales shall be permitted between the hours of 10:00 p.m. and 10:00 a.m.
    d. Upon a showing of good cause, and after notice and an opportunity to be heard, the sale of alcohol in the convenience store may be restricted.
    e. No beer or wine shall be displayed within five (5) feet of the cash register or the front door unless it is in a permanently affixed cooler.
    f. The sale of alcoholic beverages for consumption on the premises is prohibited and appropriate posting of signs stating that drinking on the premises is prohibited by law shall be posted both inside and outside the establishment.
    g. No sale of alcoholic beverages shall be made from a drive-up window.
    h. No sales of single-serving containers of beer and/ or wine shall be made.
    i. Paper or plastic cups shall not be sold or given away in quantities less than their usual and customary packaging.
    j. Exterior storage of any kind is prohibited.
    k. Employees shall be provided a copy of these Conditions of Approval and shall be trained in accordance with applicable ABC rules and regulations.

BUILDING & SAFETY AND PUBLIC WORKS/ENGINEERING DIVISIONS

1. Comply with all necessary NPDES requirements pertaining to the proposed use.

2. The applicant shall obtain applicable building permits for the proposed use.

FIRE DEPARTMENT

1. Plans for modification to existing sprinkler system shall be submitted to Fire Department for plan review and approval.

2. The means of egress travel shall be illuminated at any time the building is occupied with a light intensity of not less than 1 foot-candle at the floor level. Building Code 1003.2.9.1.

3. The power supply for the means of egress exit illumination shall be supplied from separate sources in accordance with the Building Code 1003.2.9.2.

4. Illuminated exit signs shall be located as necessary to clearly indicate the direction of egress travel. Additional exit signs may be required at time of field inspection. Building Code 1003.2.8.2.

5. Portable Fire Extinguisher requirements shall be determined by Fire Department Field Inspector in accordance with Fire Code 1002.1.

6. Dumpsters and containers with an individual capacity of 1.5 cubic yards (40.5 cu. ft.) or more shall not be stored in buildings or placed within 5 feet of combustible walls, openings or combustible roof eaves, unless areas containing dumpsters or containers are protected by an approved automatic fire sprinkler system. Fire Code 1103.2.2.

Attachment "J"

RESOLUTION NO. 2021-12-3274

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING SITE PLAN AND DESIGN REVIEW (DA) NO. 06-2016 FOR THE CONSTRUCTION OF A ±265,228 SQUARE FOOT MATERIALS RECOVERY FACILITY AND TRANSFER STATION (MRF/TS) BUILDING AND CONVENIENCE STORE WITH A PUBLIC GAS STATION LOCATED AT 2200 ARROW HIGHWAY IN THE M-2 (HEAVY MANUFACTURING) ZONE SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF

A. RECITALS.

(i) Athens Services, 14048 Valley Boulevard, City of Industry, CA 91746, the Applicant, has entered into a Disposition and Development Agreement with the City of Irwindale Successor Agency to construct and operate a Materials Recovery Facility and Transfer Station (MRF/TS) with a convenience store and public gas station on a property located at 2200 Arrow Highway – APN 8535-001-911. The Applicant has made a request for a Site Plan & Design Review (DA) (SP&DR (DA) 06-2016) for the construction of a MRF/TS and a convenience store/public gas station The Property is located on a 17.22-acre parcel on the south side of Arrow Highway. The convenience store will be approximately 2,587 square feet with eight gas or diesel pumps on an island with an overhead canopy. The convenience store will sell beer and wine for off-site consumption. The Subject Property is zoned M-2 (Heavy Manufacturing).

(ii) On January 20, 2021, the Planning Commission, at a public hearing, at which time they received input from staff, the City Attorney, and the Applicant; heard public testimony; discussed the proposed project; closed the public hearing; and, after discussion, adopted Resolution No. 795(21) for SP&DR (DA) No. 06-2016.

(iii) On January 20, 2021, the Planning Commission, adopted Resolution No. 790(21) recommending that the City Council approve the adoption and certification of the project FEIR (SCH# 2013051029).

(iv) On February 24, 2021, the City Council conducted a duly noticed public hearing, as required by law, on the Application and received input from staff, the City Attorney, and the Applicant; heard public testimony; discussed the proposed project; closed the public hearing; and, after discussion, approved the Application at that same meeting, subject to the approval of a Resolution, which would detail the specific Conditions under which the Application was approved.

(v) All legal prerequisites to the adoption of this Resolution have occurred.

A. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Irwindale as follows:

1. The City Council hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Resolution are true and correct and incorporated into this Resolution by reference as findings of fact.

2. The City Council hereby specifically finds and determines the project, as proposed, including Site Plan and Design Review (DA) No. 06-2016, has been adequately analyzed in the 2020 Final Environmental Impact Report (2020 FEIR) (SCH#2013051029). In making this determination, the City Council, as Lead Agency, has reviewed and considered the information in the 2020 FEIR, the written and oral testimony provided to the City, and the remainder of the administrative record for the project. The City Council has separately certified, via City Council Resolution No. 2021-08-3270 that the 2020 FEIR has been completed in compliance with the California Environmental Quality Act (Pub. Resource Code, § 21000 et seq.), reflects the City of Irwindale's independent judgment and analysis, and that all mitigation measures available to reduce to the project's impacts to the extent feasible have been adopted in the project's Mitigation Monitoring and Reporting Program. The City Council has also separately adopted a Statement of Overriding Considerations and CEQA Findings of Fact, attached as Exhibit A to Resolution 2021-08-3270. A copy of the 2020 FEIR and Mitigation Monitoring and Reporting Program was posted on the City's website.

3. Based upon substantial evidence presented to this City Council during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony, site plans and Conditions of Approval attached hereto as Attachment A, this City Council hereby specifically makes the following findings for Site Plan & Design Review (DA) No. 06-2016 as follows:

Site Plan and Design Review (DA) No. 06-2016

A. The proposed project is in conformance with the general plan, zoning ordinance, and other ordinances and regulations of the city

The subject site is zoned M-2 (Heavy Manufacturing) and has a current General Plan land use designation of Commercial. The applicant is requesting a General Plan Amendment (GPA) in conjunction with this SP&DR (DA) to change the land use designation to Commercial/Industrial and a Zone Ordinance Amendment (ZOA), to allow a MRF/TS in the M-2 (Heavy Manufacturing) zone with a Development Agreement (DA). Upon approval of the GPA, ZOA and DA, the proposed project will be in conformance with the general plan, zoning ordinance, and other ordinances and regulations of the city. A Conditional Use Permit for the project is being considered as part of the entitlement request for the off-sale of beer and wine and a public gas station. The building is designed to generally comply with the development standards for the M-2 zone; and is consistent with the goals and policies of the General Plan and Citywide Design Guidelines.

B. The proposed project is in conformance with any redevelopment plan and regulations of the community redevelopment agency and any executed owner's participation agreement or disposition and development agreement

The Irwindale Community Redevelopment Agency no longer exists. Therefore this finding is no longer applicable. However, to the extent this finding is applicable, there is an owner's disposition and development agreement (DDA) involved that is being processed concurrently with the Irwindale Successor Agency. The Project is in conformance with the proposed DDA and a condition of approval has been included stating that the Project requires approval of the DDA by the Irwindale Successor Agency.

C. The following are so arranged as to avoid traffic congestion, to ensure the public health, safety, and general welfare, and to prevent adverse effect on surrounding properties:

i. **Facilities and improvements,**
The MRF/TS C&D, Maintenance and Material Staging areas of the building are setback over ±60 feet from the east/northeast and south property lines (the closest property lines). The convenience store maintains a 30-foot setback from Arrow Highway. The buildings are located to provide adequate vehicular circulation on the site. All structures and infrastructure improvements will be constructed to current code and completed prior to Certificate of Occupancy.

ii. **Pedestrian and vehicular ingress, egress, and internal circulation,**
Ingress and egress to the site is provided via five (5) driveways: Driveways 1, 2, 4, and 5 on Arrow Highway and Driveway 3 on Live Oak Avenue, with a Fire Department access entrance at the southwest corner of the property. Driveway 2 includes a trucks-only ingress lane and a second entrance with ingress and egress for the employee parking lot. Addendum No. 1 to the FEIR evaluated the minor, internal site plan adjustments made for the final design of the project that included off-site improvements resulting from the internal site changes. A right-hand turn lane and installation of an intersection stop light was included in the project. The overall circulation of the project has remained similar to the FEIR site plan. All commercial traffic and visitor traffic enters and exits from Arrow Highway. Employee traffic primarily enters and exits from the intersection at Live Oak Avenue and Baldwin Park Boulevard.

iii. **Setbacks,**
The project has been designed to comply with the required minimum setbacks for the M-2 zone.

iv. **Height of buildings**,
There is no maximum building height restriction within the M-2 zone. Nonetheless, the MRF/TS structure has been designed to complement the massing and height of the existing industrial buildings in the City with a maximum height of 50'6". The convenience store has a maximum height of 21'.

v. **Signs,**
Signage is not proposed at this time. Future signage will be incorporated into a signage package that eschews garishness and embraces a refined, integrated overall design. A separate sign program will be prepared to address all on-site wall, freestanding, and directional signage.

vi. **Mechanical and utility service equipment,**
Site has been designed to attractively screen all rooftop and surface level mechanical equipment and storage area.

vii. **Landscaping,**
The landscaping requirement has been met through considered choices of plantings appropriate to the location, building type, and building scale.

viii. **Grading,**
Project has been designed to take advantage of the existing topography, thus reducing grading activities on site.

ix. **Lighting,**
All lighting is designed to complement the structures and oriented to properly illuminate the site as not to create "dark pockets" that could support nefarious activities.

x. **Parking,**
IMC Subsection 17.64.030(M) "Recycling Facilities – Large Collection and Processing Facilities" requires space to be provided on-site for 10 vehicles to circulate and to deposit recyclable materials and 1 parking space for each employee on the largest shift and 1 space for each commercial vehicle associated with the use. The office area requires 1 space for each 350 square feet of office and employee area. The convenience store requires 1 space for each 250 square feet of area. 188 parking spaces are required and 326 spaces are provided; for a surplus of 138 parking spaces.

xi. **Drainage,**
A Water Quality Management Plan (WQMP) will address hydrology and drainage.

xii. **Intensity of land use.**
The project is located on a 17.22-acre, triangular-shaped parcel. Building footprint covers 34% of the site, with the remaining majority of the site dedicated to landscaping, hardscape, and on-site parking and circulation. The MRF/TS building is located in the center of the parcel with the convenience store located at the northeast corner of the property with wide drive aisles, excess parking, and enhanced landscaping in the setback areas.

D. The proposed development is consistent with applicable city design guidelines and historic design themes, and provides for appropriate exterior building design and appearance consistent and complementary to present and proposed buildings and structures in the vicinity of the subject project while still providing for a variety of designs, forms and treatments.

The proposed project incorporates desired design elements from the Commercial and Industrial Design Guidelines including but not limited façade elements, roofs and parapets, materials and colors. The layout, landscaping and design of the site also incorporated encourage design principles. For example, the articulated arched façade elements with translucent panels are provided to break up the building massing.

Additionally, the building elevations are scored vertically and horizontally to provide architectural interest. The buildings also feature raised decorative accent elements with metal crosspieces over the bay doors. The design complements many of the recently approved developments, which have been designed to closely adhere to the guidelines, while maintaining function and aesthetic uniqueness.

4. Based upon the substantial evidence and conclusions set forth herein above, this City Council approves the application for Site Plan and Design Review (DA) subject to the adoption of the 2020 FEIR, including the corresponding Findings of Fact, Statement of Overriding Consideration, and Mitigation Monitoring and Reporting Program.

5. Based upon the substantial evidence and conclusions set forth herein above, this City Council hereby approves the Application subject to the conditions set forth in Exhibit "A" attached hereto and by this reference incorporated herein, which conditions are deemed necessary to protect the public health, safety and general welfare and are reasonable and proper in accordance with the intent and purposes of Title 17 of the Irwindale Municipal Code.

6. This resolution shall be effective upon adoption.

7. The documents and materials that constitute the record of proceedings upon which this Resolution has been based are located at 5050 N. Irwindale Avenue, Irwindale, California. The custodian for these records is the Community Development Manager. This information is provided in compliance with Public Resources Code section 21081.6.

8. SECTION 12. A Notice of Determination shall be filed with the County of Los Angeles and the California State Clearinghouse within five working days of final project approval.

9. The Chief Deputy City Clerk shall:

a. Certify to the adoption of this Resolution; and
b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

PASSED, APPROVED AND ADOPTED this 24th day of February 2021.

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }

COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-12-3274 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 24th day of February 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

EXHIBIT "A"

CITY COUNCIL RESOLUTION NO. 2021-12-3274

Site Plan and Design Review No. 06-2016
Athens Services
2200 Arrow Highway, Irwindale, CA 91706

A. GENERAL

1. The uses authorized by this Site Plan and Design Review Permit allow for the construction of a ±262,641 square foot MRF/TS building and ±2,587 square foot convenience store/public gas station as described on the plans dated December 8, 2020.

2. The timing for obtaining all permits related to this project shall be consistent with the provisions in Development Agreement No. 02-2016. To the extent that any inconsistencies occur, the development agreement provisions shall prevail.

3. Prior to the issuance of a business license and/or occupancy permit and/or final inspection by the Community Development Division, all applicable conditions of approval (except those involving construction permits) shall be completed to the reasonable satisfaction of the City.

4. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, any approval of the City, its advisory agencies, appeal boards, or legislative body concerning Site Plan and Design Review Permit No. 06-2016. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

5. The use and improvements authorized by this Site Plan and Design Review Permit shall conform to the plans as finally approved by the City (dated December 8, 2020) as conditioned herein, and any appreciable modification of the plans or mode of operation, as determined by Community Development Manager/City Planner, shall require the prior approval of the City Council pursuant to the amendment of the Site Plan and Design Review Permit.

6. The Applicant agrees to allow City inspectors access to the site to reasonably inspect the site during normal working hours to assure compliance with these conditions and other codes. Any and all fees required to be paid to any public agency shall be paid prior to obtaining any permits for this project.

7. The Applicant shall maintain and use the project location thereon in full compliance with all codes, standards, policies and regulations imposed by the City, County, State, or Federal agencies with jurisdiction over the facility.

8. It shall be required that the subject location and its contents, including but not limited to, structures, fences or garden/block walls, and vehicles are maintained free and clear of any graffiti. The Applicant shall be held responsible for the immediate removal of any and all graffiti found on-site within 48 hours of its application.

9. In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of fees, dedications, reservations, or exactions for this project are subject to protest by the applicant at the time of approval or conditional approval of the project, or within 90 days after the date of imposition of the fees, dedications, reservations, or exactions imposed on the project.

10. The premises will be secured with appropriate security lighting, to obtain a minimum of 1-foot candles over the entire site. A photometric lighting plan shall be submitted, subject to the review and approval of the Community Development Department and the Police Department.

11. Security lighting fixtures are to be shielded and shall not project above the fascia or roof line of the buildings. The shields shall be painted to match the surface to which they are attached. Security lighting fixtures shall not be substituted for parking lot or walkway lighting fixtures.

12. Prior to occupancy of the project, all users of the facility shall comply with the City of Irwindale M-2 zoning standards and regulations through the business license and zoning compliance process.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. All landscaping for the project shall be drought resistant low water with drip irrigation, low flow bubblers and water efficient rotor heads where applicable. Native plants shall be used where feasible. Landscaping shall be provided as shown on the approved Preliminary Planting Plan (dated December 8, 2020) and as modified pursuant to City Building Plan Check review of Precise Landscape and Irrigation plans.

2. Landscape and irrigation plans shall be prepared by a licensed landscape architect, and are subject to the approval of the Community Development Manager/City Planner and the City Engineer/Building Official. Landscape plans shall be consistent with the Commercial and Industrial Design Guidelines. Vision clearance shall be maintained at all vehicle entrances and exits.

3. Project landscaping shall comply with Irwindale Municipal Code Chapter 15.30, "Water Efficient Landscape Standards and Guidelines."

4. A complete, permanent, automatic irrigation system shall be provided for all landscaped areas.

5. All landscaped planters shall be surrounded by a six (6) inch horizontal concrete curb.

6. The following invasive plants shall not be used in landscaping:

    - *Carpobrotus edulis* (ice plant)
    - *Hedera helix, H. Hibernica, H. caneriensis* (English ivy, Irish ivy, Algerian ivy
    - *Vinca Major* (periwinkle)
    - *Pennisetum setaceum* and all cultivars and varieties (fountain grass)
    - *Cortaderia selloana, C. jubata* and all cultivars and varieties (pampas grass)
    - *Retama monosperma, Genista monspessulana, Cytisus striatus,Cytisus scoparius,* and *Spartium junceum* (broom – bridal, French, Portuguese, Scotch, Spanish)
    - *Acacia Cyclops* (acacia or western coastal wattle)
    - *Myoporum laetum* (myoporum)
    - *Washingtonia robusta* and *Phoenix canariensis* (Mexican fan palm and Canary Island date palm)
    - *Schinus terevinthifolius* (Brazilian pepper)
    - *Eucalyptus globules, E. camaldulensis* (eucalyptus, blue gum, and red gum)

7. At least 10 percent of the total gross land area of the site (in this case, 75,000 square feet) shall be landscaped.

8. All plant material, including trees, shall be maintained in good condition and replaced in the event they die or become diseased.

9. All perimeter fencing, block walls, etc. shall be maintained in satisfactory condition in accordance with all applicable codes.

10. All utility equipment such as backflow units and transformers shall be screened with evergreen screen shrubs as allowed.

11. All construction activities shall comply with criteria set forth in IMC Section 9.28.110, Construction of building and projects.

12. Any masonry walls, wrought iron fences, and driveway gates shall be decorative and consistent with the building design and the Commercial and Industrial Design Guidelines. The design of the walls and gates shall be subject to the review and approval of the Community Development Department and Public Works/Engineering Department. No chain link fencing shall be allowed for permanent perimeter fencing applications.

13. The Applicant shall prepare a comprehensive sign program. The sign program shall include but is not be limited to sign type, square footage allowances, placement, illumination, quantity, colors, materials, landlord/owner/association approval.

14. Applicant shall obtain approval and permits from the Planning and Building Divisions for all project signage prior to construction of any signs on the project site.

15. Drive aisles shall remain open and unobstructed for vehicular circulation.

16. All building design and construction, including the type, texture, color, and durability of the exterior building materials shall comply with the City's Commercial and Industrial Design Guidelines.

17. Trash enclosures (6'-0" high min.) with solid metal self-closing and self-latching gates shall be provided. The enclosures shall be built with decorative materials to match the type, texture, and color of the materials used in the construction of the buildings. Gates shall remain closed at all times when the trash receptacles are not in use.

18. All rooftop mechanical equipment, including heating and air conditioning units, antennas, and other electronic devices, shall be completely and decoratively screened from view from all public rights of way and adjacent properties and shall be integrated into the design and construction of the buildings[1]. All rooftop equipment and screening shall be shown on the plans and elevations, and shall be consistent with the building design and construction materials in texture and color. Such rooftop equipment screening shall be subject to the review and approval of the Community Development Department.

19. All rooftop wireless telecommunications antennas operated by third parties are subject to the provisions of Chapter 17.90 of the Irwindale Municipal Code shall require a separate permit in accordance with the provisions of the Municipal Code.

20. The street numbers for the development shall be painted on the rooftop of each building in such a manner that it is clearly visible to public safety personnel and shall be a minimum five (5) feet in length painted with minimum one (1) foot wide brush strokes. Rooftop numbers shall be shown on the plans submitted for plan check.

21. A lighting plan shall be submitted for approval by the Community Development Department describing lighting fixtures for parking lot and building exterior lighting. Lighting fixtures shall be designed to shield light and/or direct light in a downward direction to minimize light spillover to adjacent areas.

[1] Photo voltaic equipment is exempt from this requirement.

22. The Applicant shall comply with the provisions of Irwindale Municipal Code Chapter 17.66, "Trip Reduction and Travel Demand Measures." All required trip reduction and travel demand measures applicable to the project pursuant to Chapter 17.66 shall be indicated on plans at the time of plan check.

23. All truck loading and unloading shall occur on the site. No loading, unloading or truck idling shall be permitted to take place on the street for any business located on the site.

24. A temporary chain link fence with green screening shall be installed and maintained around the perimeter of the site at all times during construction.

25. Applicant shall at all times comply with the Irwindale Municipal Code Noise Standards as measured at the Site boundary. Additionally, if noise impacts exceed the applicable noise standard contained in the Irwindale Municipal Code, Applicant shall take necessary actions and implement procedures to bring the operations into compliance with this Code.

26. To the extent feasible, Applicant shall participate in Southern California Edison's energy savings program.

27. All conditions of approval and requirements set forth in Development Agreement No. 02-2016 and Conditional Use Permit No. 08-2016 shall be complied with as part of this application.

C. BUILDING AND SAFETY DIVISION

1. Building permits shall be obtained from the Building and Safety Division and all construction shall be in compliance with the current Irwindale Building Code.

2. The Applicant shall submit site, floor, elevation plans that include all Life & Safety and Accessibility requirements as required by the current Los Angeles County Building Code for any proposed improvements to the existing facility.

3. Building plans for non-residential construction must contain the following items prior to its submittal for plan check:

    - Site Plan: Lot size, locations and dimensions of property lines, adjacent streets, setbacks from property lines, locations of other structures, easements, north arrow, scale, contours/drainage pattern
    - General Notes: Applicable codes, occupancy classification, type of construction, allowable area analysis, and occupant load analysis, plumbing fixture analysis, description of work, lot area, existing/proposed building area, material specifications.
    - Floor Plans: Walls, partitions, doors and window locations and schedule, existing and intended room uses. Floor plan must identify all existing and new construction for all affected floors.

- Roof Plan: Roof drainage pattern, roofing material and slopes, locations of hips/valleys/ridges, eave overhang dimensions, attic vent locations, rooftop equipment locations.
- Disabled Access Requirements: Complete path of travel, parking spaces/loading areas, restroom facilities, ramps, curbs, counters, etc. All details must be cross referenced on the plan.
- Exiting: Occupant load analysis, exit locations and door schedule, required number of exits, required exit separation, travel distance, common path of egress, required fire rated separations, etc.
- Exterior Elevations: Wall covering material, plate and building heights, window/door locations, roofing material and slopes, attic vent locations, finish grade lines, veneers.
- Cross Sections: Full height and width, indicating framing, foundation, and insulation in at least two orthogonal directions.
- Soil Investigation Report: Complete Soil/Geotechnical Investigation Report
- Grading & Drainage: Complete Grading and Drainage plans as required by Appendix J of the 2017 County of Los Angeles Building Code
- Foundation Plan: Locations of all new footings, complete foundation details. All foundations plan, details and notes shall be stamped and signed by the Geotechnical Consultant along with the design Engineer of record.
- Structural Plan: Complete Structural plans and details for all structural elements shall be included.
- Structural Analysis: Calculations shall be provided to substantiate the structural plans where new structural elements are proposed. The structural calculations shall address both gravity and lateral loads.
- Schedules: Doors and windows, exterior/interior finish.
- Manufactured Trusses: Truss profiles, layout plan, and calculations from the truss manufacturer. Details all truss connections to interior/exterior walls.
- Green Building: Requirements, details, and notations shall be included in the plans.
- Very High Fire Hazard Severity Zone: The proposed project is in VHFHSZ Fire Zone, please provide all applicable details and notations as required for this fire zone.
- Other: All plans & calculations shall conform to the current edition (at the time of submittal) of the City of Irwindale Building Code (County of Los Angeles Building Code).

4. Other agencies' (Fire, Sanitation...etc.) approvals are required before Building Permit Issuance, an agency referral sheet shall be handed to the applicant at the time of submittal to Building & Safety.

D. <u>PUBLIC WORKS/ENGINEERING</u>

1. All off-site improvements within the Public Right-of-Way shall be performed in accordance with City Standards to the satisfaction of the City Engineer. Construction plans shall be reviewed and approved by the City Engineer.

2. The owner/developer shall design and construct ADA accessible driveway approaches, sidewalks, and curb ramps and remove all existing driveways and parkway drains along Arrow Highway and Live Oak Avenue. All improvements shall be constructed in accordance with the City standards to the satisfaction of the City Engineer.

3. The owner and/or developer shall remove and reconstruct all damaged or deficient sidewalk, driveways, curb and gutter as directed by the City Engineer.

4. The owner/developer shall bear the full cost of upgrading the existing street lights along the Arrow Highway frontage to more energy-efficient fixtures (LED) and installing new street lights along the Live Oak Avenue frontage. Street lighting shall meet the City of Irwindale and County of Los Angeles Street Lighting Design Standards.

5. Storm drains, catch basins, connector pipes, and appurtenances for the site-specific storm drain system shall be designed and constructed in accordance with Los Angeles County standards and the City Engineer's requirements. The owner/developer shall submit grading and drainage plans to the City Engineer for review and approval. The owner/developer shall pay grading/drainage review fees in conjunction with this submittal. The grading and drainage plans shall be prepared by a licensed civil engineer and comply with Los Angeles County grading permit requirements and current Irwindale adopted Building Codes at the time of submittals.

6. Fire hydrants shall be installed as required by the Fire Department. Existing public fire hydrants adjacent to the site, if any, shall be upgraded if required by the City Engineer and/or Fire Department.

7. Sanitary sewers shall be constructed in accordance with City specifications to serve the subject development. The plans for the sanitary sewers shall be approved by the City Engineer. A sewer study shall be submitted along with the sanitary sewer plans.

8. Prior to issuance of any building permit, the owner/applicant shall pay to the City the full cost for the following improvements:
   I-605 NB Off-Ramp (NS) / Live Oak Avenue (Eastbound and Westbound)

   - Install two new traffic signals per Caltrans standards. Construct a 2nd northbound right turn lane; Resurface and restripe intersection and Off-Ramp; Traffic signal modification to Caltrans signalized intersection at N/B On-Ramp.

9. Prior to the issuance of any Certificate of Occupancy, the owner/applicant shall complete the following improvements:
Intersection of Arrow Highway (NS) and Project Driveway 1 (EW)

- Construct a concrete intersection per City standard.
- Construct a new traffic signal with the followings geometry:
  Northbound Approach: One left turn lane (two-way turn lane) and two through lanes.
  Southbound Approach: Two through lanes and one right turn lane
  Eastbound Approach: One left turn lane and one right turn lane.
  Westbound Approach: N/A

10. Prior to the issuance of any Certificate of Occupancy, the owner/applicant shall complete the following improvements:
Intersection of Arrow Highway (NS) and Project Driveway 2 (EW)

- Construct a concrete intersection per City standard.
- A stop control at driveway 2.
- Northbound Approach: One left turn lane (two-way turn lane) and two through lanes.
- Southbound Approach: Two through lanes and one right turn lane.
- Eastbound Approach: One shared left turn and right turn lane.
- Westbound Approach: N/A

11. Prior to the issuance of any Certificate of Occupancy, the owner/applicant shall complete the following improvements:
Intersection of Live Oak Avenue (EW) and Baldwin Park Boulevard (NS)

- Traffic signal modification adding video vehicle detection per City Standard
- Northbound Approach: Two left turn lanes and one shared through-right turn lane.
- Southbound Approach: One left turn lane and one shared through-right turn lane.
- Eastbound Approach: One left turn lane (100-foot pocket length), two through lanes, and one defacto right turn lane.
- Westbound Approach: One left turn lane, two through lanes, and one right turn lane.

12. Prior to the issuance of any Certificate of Occupancy, the owner/applicant shall complete the following improvements:
Intersection of Arrow Highway (NS) and Project Driveway 4 (EW)

- Construct a concrete right in/right out concrete intersection per City standard. A stop control at Driveway 4.
- Northbound Approach: Two through lanes (no left turn access).
- Southbound Approach: One through lane and one shared through – right turn lane.

- Eastbound Approach: One right turn lane.
- Westbound Approach: N/A

13. Prior to the issuance of any Certificate of Occupancy, the owner/applicant shall complete the following improvements:
Intersection of Arrow Highway (NS) and Project Driveway 5 (EW)

    - Construct a concrete right in/right out concrete intersection per City standard.
    - A stop control at Driveway 5.
    - Northbound Approach: Two through lanes (no left turn access).
    - Southbound Approach: One through lane and one shared through-right turn lane.
    - Eastbound Approach: One right turn lane.
    - Westbound Approach: N/A

14. Prior to issuance of any building permit, the owner/applicant shall pay to the City the full cost for the following improvements:
I-605 SB Off-Ramp (NS) / Arrow Highway

    - Traffic Signal Modification per Caltrans Standard.
    - Construct a 2nd southbound left turn lane per Caltrans Standard.
    - Restripe intersection per Caltrans Standard.

15. Prior to issuance of any building permit, the owner/applicant shall pay to the City the full cost for the following improvements:
Intersection of Live Oak Avenue and Arrow Highway (East Intersection)

    - Traffic Signal Modification adding video vehicle detection per City Standard.
    - Resurfacing and restripe intersection per City Standard.

16. Prior to issuance of any building permit, the owner/applicant shall pay to the City the full cost for the following improvements:
Intersection of Arrow Highway and Rivergrade Road

    - Construct a concrete intersection per City standard.
    - Traffic Signal Modification adding video vehicle detection per City Standard.

17. Prior to issuance of any building permit, the owner/applicant shall pay to the City the full cost for the following improvements:
Intersection of Live Oak Avenue and Rivergrade Road

    - Construct a concrete intersection per City standard.
    - Traffic Signal Modification adding video vehicle detection per City Standard.

18. Prior to issuance of any building permit, the owner/applicant shall pay to the City the full cost for the following improvements:

Arrow Highway between Live Oak Avenue and I-605 Fwy

- Resurfacing and restripe the street per City Standard.

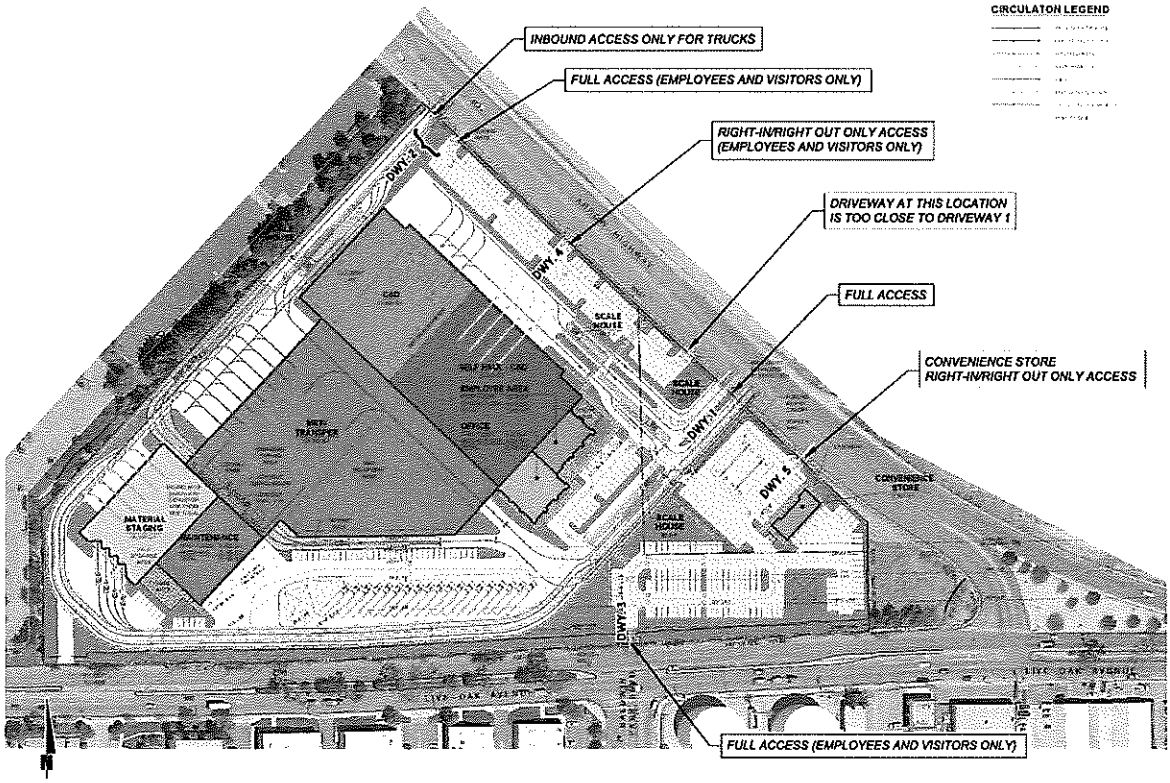
19. Prior to issuance of any building permit, the owner/applicant shall pay to the City the full cost for the following improvements:
Live Oak Avenue between Arrow Highway (East) and I-605 Fwy

- Resurfacing and restripe the street per City Standard.

20. Prior to issuance of any building permit, the owner/applicant shall pay to the City the full cost for the following improvements:
Rivergrade Road between Live Oak Avenue and Arrow Highway

- Resurfacing and restripe the street per City Standard

EXHIBIT B: ACCESS AND ON-SITE CIRCULATION



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URBAN CROSSROADS

E. MISCELLANEOUS

1. The owner/developer shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMPs) on all construction sites in accordance with the City Code. The owner/developer will also be required to submit a Certification for the project and may be required to prepare a Storm Water Pollution Prevention Plan (SWPPP). Projects over five acres in size will be required to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB). The owner/developer can obtain the current application packet by contacting the SWRCB, Construction Storm Water Unit, at (866) 563-3107 or by downloading the forms from their website at: www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml. The project shall also conform to the City's Ordinance regarding the requirements for the submittal of a Standard Urban Storm Water Mitigation Plan ("SUSMP"), and the requirements of Low Impact Development ("LID"). The SUSMP includes a requirement to implement Post Construction BMPs to infiltrate the first 3/4" of runoff from all storm events and to control peak-flow discharges.

2. Unless exempted by the Los Angeles Regional Water Quality Control Board, a Covenant and Restriction ensuring the provisions of the approved SWPPP shall also be required.

F. FIRE DEPARTMENT

1. Projects associated with a land development permit such as a tract or parcel map, conditional use permit, zone change or other such permits, shall submit plans to the Land Development Unit (LDU) for review and approval prior to submitting to Fire Prevention Engineering for building plan review. To contact LDU please call (323) 890-4243 or submit to our office located at 5823 Rickenbacker Road, Commerce, CA 9004, or visit epicla.lacounty.gov.

2. Submit two sets of architectural plans to the Fire Prevention Engineering Office located at 231 W. Mountain Avenue, Glendora CA 91741 or visit epicla.lacounty.gov. Plan sets shall contain a minimum of a site plan, floor plan(s), elevations, door and window schedules, wall details, and appropriate section details. Please provide architectural sheets only. **No civil, electrical, mechanical, plumbing, etc.**

3. Indicate on plans the project address, assessor's parcel number, type of construction, occupancy classification, area of each floor level and building area increase modifications in accordance with the Building Code.

4. Provide a minimum unobstructed width of 26 feet (commercial building), clear to the sky, Fire Department vehicular access to within 150 feet of all portions of exterior walls. Dead-end access roadways greater than 150 feet in length, shall be provided with an approved fire apparatus turnaround. The access width shall be increased to 28 feet when proposed buildings, or portions of buildings, are more than 3 stories, or more than 30 feet in height. The access roadway shall be located a minimum of 15 feet and

a maximum of 30 feet from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official. A 32 foot centerline turning radius is required at each change of direction in vehicle travel regardless of the required width. Fire Code 503.1.1 & 503.2.2.

5. On the site plan, show the location of all existing public fire hydrants within 300 feet (commercial building) of all property lines and 300 feet via vehicular access to building structure (residential building) and call out the hydrant size and dimensions to property lines. Additionally, show all existing on-site fire hydrants.

6. The required fire flow for public fire hydrants at this location is 8000 gallons per minute at 20 psi for duration of 4 hours over and above daily domestic demand in accordance with Fire Code Appendix B, Table B105.1. A 50% reduction in required fire flow may be applied for the installation of automatic fire sprinklers. The minimum reduced fire flow shall not be less than 2000 gallons per minute at 20psi per 903.3.1.1.

7. Complete and return the original "Fire Flow Availability" Form No 196.

8. Indicate on the site plan the location of high voltage transmission lines near the property. Structures proposed to be constructed adjacent to high voltage transmission lines, within 100 feet of the drip line, shall be subject to additional review by the Fire Marshal with regard to Fire Department operational procedures. Based on the Fire Marshal review additional building construction requirements may be imposed on the project in accordance with Regulation #27.

9. Indicate existing or proposed photovoltaic systems on the building rooftop or within the Fire Department access route.

10. Additional Requirements, including the installation of additional fire hydrants, may be imposed, in accordance with applicable codes, regulations, standards and policies after the above information is reviewed. Fire Department requirements are based on the information provided on the plans submitted for review.

11. Per the plans, it appears that additional public fire hydrant(s) will be required. On the site plan, show the location of all existing public fire hydrants within 300 feet of all property lines and call out the hydrant size and dimensions to property lines.

12. The parapets shall not exceed 48 inches high on at least two sides of the building. Fire Code 504.5

13. It appears that the building will be used for the storage of high piled combustible storage (HPS). The building design will need to meet the requirements for HPS per the Fire Code Chapter 32, which includes access doors each 100 feet, and smoke and heat venting. Plans for HPS shall be submitted separately for plan review and approval.

Attachment "K"

RESOLUTION NO. 2021-06-3268

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A FRANCHISE AND FACILITY OPERATIONS AGREEMENT BY AND BETWEEN THE CITY OF IRWINDALE AND ARAKELIAN ENTERPRISES, INC., DBA ATHENS SERVICES ON PROPERTY LOCATED AT 2200 ARROW HIGHWAY (APN 8535-001-911), SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF

A. RECITALS.

(i.) Athens Services, 14048 Valley Boulevard, City of Industry, CA 91746, the Applicant, has made a request for the construction and operation of a Materials Recovery Facility and Transfer Station (MRF/TS) with a convenience store and public gas station located at 2200 Arrow Highway – APN 8535-001-911, (This Franchise and Facility Operations Agreement (Agreement) is being processed concurrently with General Plan Amendment No. 02-2016; Zone Ordinance Amendment No. 04-2016; Development Agreement No. 02-2016; Conditional Use Permit No. 08-2016; and Site Plan and Design Review (DA) Permit No. 06-2016) (Application)).

(ii.) The City of Irwindale and Athens Services have met and determined it is in the interest of the City and Athens Services to enter into a Franchise and Facility Operations Agreement regarding the Material Recovery Facility and Transfer Station, convenience store/public gas station to be located at 2200 Arrow Highway, Irwindale, CA 91706 (APN: 8535-001911).

(iii.) The proposed 265,228 square foot building area will include a MRF/TS, convenience store and public gas station on a 17.22-acre site that is zoned M-2 (Heavy Manufacturing).

(iv.) The Franchise and Facility Operations Agreement shall be effective upon development of the MRF/TS and convenience store/public gas station.

(v.) On February 24, 2021, the City Council conducted a duly noticed public hearing, as required by law, on the Application and approved the Application at that same meeting subject to the approval of this Resolution.

(vi.) The City has not received any comments or additional information constituting substantial new information requiring recirculation of any portion of the environmental review for the Project under Public Resources Code section 21092.1 and State CEQA Guidelines section 15088.5.

(vii.) All the requirements of CEQA, the State CEQA Guidelines, and the City of Irwindale's Local CEQA Guidelines have been satisfied by the City in the 2020 FEIR, which is sufficiently detailed such that all of the potentially significant effects of the Project have been adequately evaluated.

(viii.) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the City Council of the City of Irwindale as follows:

SECTION 1. The City Council hereby specifically finds that all of the statements set forth in the Recitals, Part A, of this Resolution are true and correct, and incorporated into this Resolution by reference as findings of fact.

SECTION 2. The City Council hereby specifically finds and determines that the project, as proposed, and including the Franchise and Facility Operations Agreement, has been adequately analyzed in the 2020 Final Environmental Impact Report (2020 FEIR) (SCH#2013051029). In making this determination, the City Council, as Lead Agency, has reviewed and considered the information in the 2020 FEIR, the written and oral testimony provided to the City, and the remainder of the administrative record for the project. The City Council has separately certified, via City Council Resolution No. 2021-08-3270 that the 2020 FEIR has been completed in compliance with the California Environmental Quality Act (Pub. Resource Code, § 21000 et seq.), reflects the City of Irwindale's independent judgment and analysis, and that all mitigation measures available to reduce to the project's impacts to the extent feasible have been adopted in the project's Mitigation Monitoring and Reporting Program. The City Council has also separately adopted a Statement of Overriding Considerations and CEQA Findings of Fact, attached as Exhibit A to Resolution 2021-08-3270. A copy of the 2020 FEIR and Mitigation Monitoring and Reporting Program was posted on the City's website.

SECTION 3. Based upon substantial evidence presented to this City Council during the public hearing conducted with regard to this Application, including written staff reports and verbal testimony, and the proposed Franchise & Facility Operations Agreement attached hereto as Exhibit "A", this City Council hereby specifically finds as follows:

a. In order to protect public health, safety, and welfare, to control pest and nuisance vectors and to carry out the mandatory duties imposed on the city by the State of California, the city council may authorize one or more contractors to make arrangements with generators of solid waste for the collection, transportation, recycling and disposal of solid wastes within and throughout the city. To this end, the city council, subject to all applicable state laws, specifically retains the right to grant a limited, non-exclusive or exclusive franchise or franchises for the operation of a Material Recovery Facility/Transfer Station (as such term is defined in Section 17.56.070).

b. No solid waste enterprise or other person shall undertake the operation of a Material Recovery Facility/Transfer Station (as such term is defined in Section 17.56.070) without first obtaining a franchise granted by the city council, in writing, naming the contractor. Any specific exceptions to the

foregoing franchise requirement may be designated in the city's duly-adopted franchise contract.

c. The term of each franchise shall be set forth in the franchise agreement. A reasonable franchise fee shall be included within every franchise granted pursuant to this chapter. The amount and payment thereof shall be determined by the city council, and shall be set forth in the Agreement. A penalty for late payments may be imposed.

d. A grant of franchise pursuant to this Section shall be made in the discretion of the city council and consistent with Irwindale City Charter Section 608."

f. The proposed Franchise & Facility Operations Agreement, as described herein, will not be materially detrimental to the public welfare or injurious to the adjacent properties in that the proposed uses of 2200 Arrow Highway will be industrial, consistent with neighboring uses.

SECTION 4. Based upon the substantial evidence and conclusions set forth herein above, this City Council hereby approves the proposed Franchise and Facility Operations Agreement.

SECTION 5. The documents and materials that constitute the record of proceedings upon which this Ordinance has been based are located at 5050 Irwindale Avenue, Irwindale, California. The custodian for these records is the Community Development Manager. This information is provided in compliance with Public Resources Code section 21081.6.

SECTION 6. A Notice of Determination shall be filed with the County of Los Angeles and the California State Clearinghouse within five working days of final project approval.

SECTION 7. The Chief Deputy City Clerk shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

PASSED, APPROVED AND ADOPTED this 24th day of February 2021.

_____

H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk
STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-06-3268 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 24th day of February 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

EXHIBIT "A"

FRANCHISE & FACILITY OPERATIONS AGREEMENT

by and between

THE CITY OF IRWINDALE

("City")

and

ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES

("Athens")

FRANCHISE & FACILITY OPERATIONS AGREEMENT

THIS FRANCHISE & FACILITY OPERATIONS AGREEMENT (this "Agreement") is entered into on _____, 2021, by the CITY OF IRWINDALE ("City"), a municipal corporation, and ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES, a California Corporation, ("Athens"). City and Athens are herein collectively referred to as the "Parties" and each individually as a "Party".

RECITALS:

A. Recitals and Capitalized Terms. The Recitals in this Agreement constitute part of this Agreement and each Party shall be entitled to rely on the truth and accuracy of each Recital as an inducement to enter into this Agreement. The capitalized terms used in these Recitals and throughout this Agreement shall have the meaning assigned to them in Article 1.0. Any capitalized terms not defined in Article 1.0 shall have the meaning otherwise assigned to them in this Agreement, one of the other Agreements, or apparent from the context in which they are used.

B. Integrated Waste Management Act. The State of California through enactment of the California Integrated Waste Management Act of 1989 (Public Resources Code Sections 40000 *et seq.* (the "Act")), has directed all local jurisdictions to promote recycling and to maximize the use of feasible source reduction, recycling and composting options in order to reduce the amount of solid waste required to be disposed of by land disposal. Furthermore, the Puente Hills Landfill, a major solid waste disposal facility for the region has closed as of October 31, 2013 and conditions to reduce the quantities of waste accepted and to close by the year 2013, resulting in the need for additional waste processing facilities and transfer stations to be developed in the region to meet the solid waste management needs of jurisdictions and protect public health and safety.

C. GHG Reduction. The Legislature, by enactment of the Global Warming Solutions Act of 2006 ("AB 32"), has declared that the reduction of greenhouse gas emissions (GHGs) that cause climate change is among the state's top priorities. Local governments will play a vital role in the implementation of AB 32 by identifying opportunities and best practices to increase waste reduction and recycling, thereby reducing carbon emissions. Athens' operation of a mixed waste recycling system will contribute to GHG emissions reductions by reducing fuel consumption and vehicle miles traveled in performing waste collection and diversion activities for the City and by recovering and recycling commodities in the waste stream.

D. The MRF/TS Project. On January 6, 2005, the City issued a Request for Expressions of Interest and Statements of Qualifications ("REI/SOQ") from interested and qualified parties to plan, permit, build, operate and maintain a state-of-the-art regional municipal solid waste transfer station and recovery facility at a location in the City to manage and process solid waste generated within and outside of the City, and received multiple responses thereto. On March 3, 2005, Athens submitted a proposal in response to the City's REI/SOQ that met or exceeded all requirements of the REI/SOQ by proposing the construction and operation of a Materials Recovery Facility and Transfer Station (the "MRF/TS") accompanied by a public Fueling Facility/Convenience Store and appurtenant improvements (collectively, the "Project"). On June 25, 2008, in order to promote industrial development and fulfill the goals of the Act and

AB 32, the City and Athens, along with the former Irwindale Redevelopment Agency, entered into that certain Memorandum of Understanding, as amended, regarding the Project ("MOU"), including Athens' proposed development and operation of the proposed MRF/TS. The Parties intend that the MRF/TS will provide for the long-term management and recycling of municipal solid waste generated in the City. The MRF/TS will serve as a point to accept, process, recover, and transfer mixed municipal waste ("MMW") and residue following diversion activities to an appropriate permitted end-point disposal facility. The Facility Scope & Components are further described and permitted in the Site Plan and Design Review Permit No. 06-2016 (City Council Resolution No. 2021-12-3274) ("SP and DR Permit") and the 2020 Certified FEIR, (2020 FEIR) adopted concurrently herewith by the City Council on February 24, 2021.

E. DDA With Agency; DA With City. The Project is proposed to be developed on an approximate 17.22-acre parcel owned by the Successor Agency to the Irwindale Community Redevelopment Agency ("Agency"), which site is legally described and depicted in Exhibit "B" hereto (the "Site"). The Agency was formed pursuant to Health & Safety Code § 34167.5, which made the Agency the successor-in-interest to all assets and obligations of the former Irwindale Redevelopment Agency ("Former RDA"). On December 29, 2011, the California State Supreme Court issued a ruling on the constitutional validity of two 2011 legislative budget trailer bills, ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), which resulted in the outright dissolution of all 425 redevelopment agencies in the State of California. As part of that dissolution process, former redevelopment lands, like the Site, inured to successor agencies by operation of law. Moreover, the dissolution laws provide a process for the disposition and/or transfer of assets, including property holdings of the Former RDA. Subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012), which was passed, signed, and enacted on June 28, 2012, provided further detailed procedures governing the disposition of Former RDA assets such as the Site. Approximately concurrent with the Effective Date of this Agreement, Athens will enter into a separate Disposition and Development Agreement (the "DDA") that will establish the terms by which the Agency's interest in the Site will be conveyed to Athens. Also approximately concurrent with the Effective Date of this Agreement, Athens will enter into a separate Development Agreement (the "DA") with the City to establish Athens' entitlement rights and development processes for the Project.

F. Easement/Access Issues. The Project is proposed to be built upon the Site. The Site is traversed by an easement area owned by the Los Angeles County Department of Water and Power ("LADWP Easement"). The LADWP Easement is depicted in more detail in Exhibit "D-1" hereto. The use of the LADWP Easement will be conveyed to Athens via an easement or license from LADWP permitting Athens' use and occupation of the LADWP Easement for MRF/TS parking and appurtenant uses. There also exists over the Site an easement for use held by Southern California Edison (the "SCE Easement"), which Easement is depicted in more detail in Exhibit "D-2" hereto. The use of the SCE Easement will be conveyed to Athens via an easement or license from Southern California Edison permitting Athens' use and occupation of the SCE Easement for MRF operation and ancillary uses.

G. This Agreement. This Agreement is entered to establish the terms by which (i) the City will grant a franchise to Athens for the exclusive operation of a MRF/TS within City limits, and (ii) Athens will operate the Facility and its appurtenant uses and maintain the Site. The Parties

further acknowledge that the Facility will be constructed, managed, operated, marketed and promoted in a professional manner.

H. Other Agreements. The Parties understand that this Agreement is for the establishment of terms upon which Athens will operate the Facility. The Parties also acknowledge that the following necessary documents have been, or will be, negotiated in order to fulfill the obligations and goals under the MOU to develop and operate the Project: (i) the DDA between the Agency and ATHENS for conveyance of the Site to ATHENS for the development of the Project; (ii) a "Reimbursement Agreement" between City and ATHENS, dated October 22, 2008, as amended, under which ATHENS is obligated to reimburse or advance funds to City for all development costs associated with the Project, including but not limited to conducting environmental reviews under CEQA, processing and negotiating permits, entitlements and conditions, and legal costs; (iii) a Franchise Agreement – Trash Collection and Street Sweeping, dated April 13, 2011, as amended on December 12, 2012, and governing the exclusive right and obligation of Athens to collect solid waste and sweep streets in the City (collectively, "Franchise Agreement – Trash Collection and Street Sweeping"), (iv) a recorded instrument of Covenants, Conditions and Restrictions on the use of the Site as a MRF/TS (the "CC&Rs"), (v) a "LADWP Easement Agreement" governing Athens' rights over the LADWP Easement, (vi) an "SCE Easement Agreement" governing Athens' rights over the SCE Easement, and (vii) a "Solid Waste Facilities Permit" to be issued by the California Integrated Waste Management Board or its successor ("SWFP"). The foregoing agreements and instruments, together with all City ordinances approving the foregoing agreements and instruments, are collectively referred to as the "Agreements" or "Other Agreements" in contrast to this Agreement. The Parties hereto acknowledge that this Agreement and the Other Agreements bear overlapping impact upon the Site and upon Athens' development of the Project, and thus the effectiveness of this Agreement is conditioned on approval and execution by the City and Athens of each of the Other Agreements.

I. Athens as Qualified Operator. Athens is a family-owned and operated company that has been providing refuse removal and recycling services in Southern California (largest in L. A. County) for more than 50 years. Athens currently operates a MRF in the unincorporated area of Los Angeles County near the City of Industry, the first of its kind in the area. Since 1957 Athens has been a leader in the waste industry providing state-of-the-art services including automated waste and recycling collection, green waste recycling, food waste/organics collection and composting, commercial bin and compactor services, construction and demolition services, special waste transportation, transfer and material recovery, storage box rentals, and street/parking lot sweeping in many areas of Southern California. As owners and operators of an existing MRF and a composting facility, Athens offers the highest diversion waste and recycling programs for residential, commercial and municipal locations.

J. Mutual Agreement. Based on the foregoing and subject to the terms and conditions set forth herein, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and having determined that the foregoing Recitals are true and correct and should be and hereby are incorporated into this Agreement, the Parties agree as follows:

ARTICLE 1.0
DEFINITIONS

Whenever any term used in this Agreement has been defined by Division 30, Part 1 Chapter 2 of the California Public Resources Code, the definitions in the Public Resources Code as presently defined and as they may be amended in the future shall apply unless the term is otherwise defined in this Agreement. In the event of conflict between the definition of a term as found in the California Public Resources Code or in City ordinances and this Agreement, the definition in this Agreement shall, unless otherwise mutually agreed in writing by the Parties, supersede the definition found in the Public Resources Code or in City ordinances.

Further, where a phrase or term of art is not defined in this Agreement but is defined in one of the Other Agreements, the phrase or term shall bear the meaning defined in the Other Agreements.

1.1 Agency. "Agency" the Successor Agency to the Irwindale Community Redevelopment Agency, a California public body, corporate and politic.

1.2 Agreement. "Agreement" means this Agreement, including all exhibits and attachments which are incorporated herein by reference, as this Agreement may be amended. The exhibits include the following:

Exhibit A - Facility Scope & Components
Exhibit B - Site Legal Description and Site Map
Exhibit C - Project Site Plan
Exhibit D-1 - LADWP Easement
Exhibit D-2 - SCE Easement
Exhibit E - Description of Host Fee Structure
Exhibit F - Route & Circulation Plan
Exhibit G - Facility Use Rates
Exhibit H - Fire Prevention & Emergency Response Measures

1.3 Agreements/Other Agreements. "Agreements" and "Other Agreements" means all those other contractual instruments identified in the preceding Recital H of this Agreement.

1.4 Applicable Law. "Applicable Law" means all statutes, rules, regulations, guidelines, actions, determinations, Permits, orders, or requirements of the United States, State, County, City and local and regional government authorities and agencies having applicable jurisdiction, that apply to or govern the Facility, the Site or the performance of the Parties' respective obligations hereunder, including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, zoning, non-discrimination, prevailing wages if applicable, and the Los Angeles County Integrated Waste Management Plan. All references herein to Applicable Law include subsequent amendments or modifications thereof, unless otherwise specifically limited in this Agreement or one of the other Agreements.

1.5 Assignment. All forms of use of the verb "assign" and the nouns "assignment" and "assignee" shall include all contexts of hypothecations, sales, conveyances, transfers, leases, and assignments.

1.6 Athens. "Athens" means Arakelian Enterprises, Inc., dba Athens Services, a California Corporation.

1.7 Athens' Costs. "Athens Costs" means Athens' obligation to pay for all costs identified in the MOU and/or the Reimbursement Agreement, including but not limited to all project development and construction costs, all costs of public education, all costs of the environmental review, all costs for entitlement, all costs of acquiring the Site, all Host Fees, all operational costs and all other costs identified in the MOU, the Reimbursement Agreement and herein as the responsibility of Athens.

1.8 Best Management Practices ("BMP"). "Best Management Practices" or "BMP" means structural, nonstructural, and managerial techniques recognized to be the most effective and practical means to reduce environmental impacts arising from the Project, whether affecting soils, air, water, noise, traffic, public infrastructure, public health/safety, or other impacts emanating from the Facility while still allowing the productive use of resources. BMPs also include treatment requirements, operating procedures, and practices to control Site runoff, spillage or leaks, sludge or waste disposal, trash or debris, or drainage from raw material storage or similar matters.

1.9 CEQA. "CEQA" means the California Environmental Quality Act, Section 21000 *et seq.* of the California Public Resources Code and its implementing regulations and guidelines, including future amendments to or re-codification thereof.

1.10 City. "City" means the City of Irwindale, California, a chartered municipal corporation.

1.11 City Council. "City Council" means the governing body of the City of Irwindale.

1.12 Claims or Litigation. "Claims or Litigation" means any challenge by adjacent owners or any other third parties as to (i) the legality, validity approval or adequacy of this Agreement, the MOU and/or other Agreements, the EIR, other development approvals, or other actions of City or Agency pertaining to the Project, (ii) Athens' exercise of the rights under this Agreement, (iii) damages against City or Agency as a consequence of the foregoing actions or for the taking or diminution in value of their property, (iv) damages against the City or Agency for injuries, losses or damages due to Athens' use of, or operations on, the Site, (v) any repair, cleanup or detoxification, or preparation and implementation of any removal, remediation, response, closure, or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous waste and/or HHW (as such terms will be broadly defined) deposited after the commencement of Project construction at any place where Athens delivers, stores, processes, composts, or disposes of solid waste, (vi) claims pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA", 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, the Resource Conservation and Recovery Act, "RCRA", 42 U.S.C. Sections 6901 *et seq.* or other similar federal, state or local law or regulation, or (vii) actions or injuries otherwise arising from the Project.

1.13 Commercial/Institutional Haulers. "Commercial/Institutional Haulers" means (i) haulers delivering waste in the course of a commercial waste hauling enterprise, and (ii) waste hauling and deliveries performed by governmental entities in the course of public works projects or services. Commercial/Industrial Haulers do not include Selfhaulers.

1.14 Construction and Demolition Material ("C&D Material"). "Construction and Demolition Material" or "C&D Material," as included in Permitted Waste, means any combination of building materials and solid waste resulting from construction, remodeling, repair, cleanup, or demolition operations as defined in California Code of Regulations, Title 22 Section 66261.3 *et seq*. This term includes, but is not limited to, asphalt, concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard, and other associated packaging, roofing material, ceramic tile, carpeting; plastic pipe and steel. The material may be commingled with rock, soil, tree stumps; and other vegetative matter resulting from land clearing and landscaping for construction or land development projects.

1.15 Correction Plan. "Correction Plan" means a plan undertaken by Athens with City approval, for the correction or remediation of violations of Performance Standards and/or nuisance conditions pursuant to Section 5.5(f) of this Agreement.

1.16 CPI. "CPI" means the Consumer Price Index, All Urban Consumers (All Items), for the Los Angeles-Anaheim-Riverside Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100). If both an official index and one or more unofficial indices are published, the official index shall be used. If said CPI index is no longer published at the adjustment date, it shall be constructed by conversion tables included in such new index.

1.17 E-Waste. "E-Waste" means electronic waste such as consumer electronic equipment that is no longer wanted. E-Waste can include, but is not limited to computers, printers, televisions, VCR's, cell phones, fax machines, stereos, and electronic games.

1.18 Default. "Default" (used herein with a lower case initial letter, "default") means any material default, breach, or violation of a provision of this Agreement as defined in Section 12.2 hereof. "City Default" refers to a Default by City, while "Athens Default" refers to a Default by Athens.

1.19 CIWMB. "CIWMB" means the California Integrated Waste Management Board, as established pursuant to the Act (Public Resources Code §§ 4000 *et seq.*).

1.20 Commencement of Operations. "Commencement of Operations" means the start of Athens' operations at the MRF/TS.

1.21 Construction and Demolition (C&D) Material. "Construction and Demolition Material" or "C&D Material," means any combination of building materials and Refuse resulting from construction, remodeling, repair, cleanup, or demolition operations as defined in California Code of Regulations, Title 22 Section 66261.3 *et seq*. This term includes, but is not limited to, asphalt, concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard, and other associated packaging, roofing material, ceramic tile, carpeting; plastic pipe and steel. The

material may be commingled with rock, soil, tree stumps; and other vegetative matter resulting from land clearing and landscaping for construction or land development projects.

1.22 DA. "DA" means that Development Agreement existing between, or to be negotiated between, the Parties pursuant to the Development Agreement Statute, Sections 65864, *et seq.*, of the Government Code, for Athens' development of the Project. This Agreement is intended to be additional to, and consistent with, said DA. The DA will define the roles of the Parties during the Project development and permitting stage and the public benefits that will be provided to the City. The DA would only be approved following consideration of an environmental review document in accordance with the requirements of CEQA.

1.23 DDA. "DDA" means that Disposition and Development Agreement between the Agency and Athens that has been, or will be, negotiated between the Parties based on the MOU for the Agency's conveyance to Athens of the Site.

1.24 Divert or Diversion. "Divert" or "Diversion" means to divert from disposal facilities or transformation facilities (including incineration, pyrolysis, distillation, gasification or biological conversion) through source reduction, recycling and composting, as provided in Section 41780 of the Act as such act may be hereafter amended or superseded provided that Divert or Diversion shall include delivery to transformation facilities if the overall diversion achieved by the City is at a level where delivery to such facilities shall be considered Diversion pursuant to the Act.

1.25 Effective Date. Generally, the term "Effective Date" means the date that is thirty (30) days following adoption of the Authorizing Ordinance approving the DA.

1.26 EIR. "EIR" means that final environmental impact report for the Project certified by the City Council pursuant to CEQA and the subsequently adopted 2020 FEIR.

1.27 Facility or MRF/TS. "Facility" and "MRF/TS" mean the material recovery facility/transfer station proposed to be constructed by ATHENS as permitted and described in (1) the SP and DR Permit and (2) 2020 FEIR, including Site improvements, utility interconnections, the scale house, buy-back recycling center, improvements needed to participate in an HHW program, construction and demolition debris area, green waste area, a building for transfer and materials recovery and processing areas, a visitors education center and convenience store, together with employee and administrative offices, parking areas, materials storage areas and ancillary support facilities, furnishings and equipment and any and all other physical structures on the Site and Off-Site Improvements.

1.28 Facility Scope. "Facility Scope" means the components to, scale of and operational elements for the Facility and Athens' activities on the Site, and permitted and described in SP and DR Permit and (2) 2020 FEIR.

1.29 Final Plans and Specifications. "Final Plans and Specifications" means the final construction and site plans for the Facility, including a complete description of all building locations, footprints, elevations, architectural elements, parking and traffic circulation, specific square footages and as approved by the City in writing pursuant to Article 4 of this Agreement.

1.30 Green Waste. "Green Waste" means any and all forms of biodegradable plant material which can be placed in a covered Container, such as wastes generated from the maintenance or alteration of public, commercial or residential landscapes including, but not limited to, yard clippings, leaves, tree trimmings, prunings, brush, and weeds as well as other such landscaping waste. Tree stumps and limbs greater than three (3) inches in diameter are excluded unless they are reduced to a chipped form; otherwise, such large portions of Green Waste shall be considered Bulky Waste.

1.31 Hazardous Material. "Hazardous Material" bears the meaning ascribed to it in Section 13.2 of this Agreement.

1.32 Host Fee. "Host Fee" means payments by Athens to City for hosting a MRF/TS within City's limits, as detailed in Exhibit "E" hereto.

1.33 Host Fee Deposit. "Host Fee Deposit" means that deposit by Athens as described in Exhibit "E" hereof.

1.34 Host Fee Rate. "Host Fee Rate" means that payment component of the Host Fee to be made by Athens to the City at a rate of $1.70 per ton for every ton deposited at the Facility, all as further described in Exhibit "E" hereto.

1.35 Household Hazardous Waste or HHW. "Household Hazardous Waste" or "HHW" means material used in residences that may threaten human health or the environment when improperly discarded and usually has one or more of the following characteristics: flammable, toxic, corrosive, and/or reactive.

1.36 Initial Term. "Initial Term" shall mean that initial thirty (30) year period that this Agreement will remain in effect, as described in Section 2.1 hereof, and absent permitted termination or default by a Party.

1.37 LADWP. "LADWP" is the acronym for the City of Los Angeles Department of Water and Power.

1.38 LADWP Easement. "LADWP Easement" means that transmission easement traversing the Site and owned by LADWP. The LADWP Area is legally described in Exhibit "D-1" hereto. Athens will be authorized to occupy and utilize the LADWP Easement pursuant to an "Application for Secondary Land Usage" approved by LADWP to permit use of the LADWP Easement for parking by Athens' employees and invitees.

1.39 Local Enforcement Agency or LEA. "Local Enforcement Agency" or "LEA" means the entity designated by the City and certified by the CIWMB to enforce federal and state laws and regulations for the safe and proper handling of solid waste at the Facility. Initially, the City has designated the County of Los Angeles as the LEA. The LEA performs routine and monthly investigations of the Facility, investigates complaints of illegal disposal of solid waste and administers a permitting and inspection program to ensure the Facility's regulatory compliance.

1.40 Mixed Municipal Waste ("MMW"). "Mixed Municipal Waste" or "MMW" means all municipal solid waste including putrescible and non-putrescible solid, semi-solid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, street sweepings, recyclables and catch basin residue. The definition of MMW includes all materials that are generally considered to be MMW in the solid waste industry and all materials that are MMW as a matter of law or regulation.

1.41 MOU. "MOU" means Memorandum of Understanding and refers to that agreement entered into by the Parties on June 25, 2008, as amended, for implementation of this Agreement, the other Agreements and Project development generally, as described in greater detail in Recital D hereto.

1.42 Operational Obligations. "Operational Obligations" means Athens' obligations to operate the Facility in accordance with Article 6 of this Agreement.

1.43 Operational Year. "Operational Year" means each 12 months following the Commencement of Operations date and shall begin and end on the anniversary of the Commencement of Operations date.

1.44 Performance Standards. "Performance Standards" means Athens' obligation to operate the Facility in accordance with Article 5 of this Agreement.

1.45 Permits. "Permits" are defined in Section 3.2, as renewed or amended from time to time.

1.46 Permitted Waste. "Permitted Waste" means Refuse which the Facility may receive under its Permits and Applicable Law which is expected to include, without limitation: MMW, C&D Materials, Green Waste, E-Waste, HHW, Recyclable Materials and Source Separated Recyclable Materials.

1.47 Person(s). "Person(s)" means any individual, association, corporation, firm, joint venture, limited liability company, organization, partnership, trust, the United States, the State, a county, a municipality or special purpose district.

1.48 Project. "Project" means Athens' construction and operation of the Facility and the negotiation of, and carrying out of, this Agreement and the related Agreements.

1.49 Public Works Director. "Public Works Director" means the Director of Public Works or similar officer of City.

1.50 Reasonable Business Efforts. "Reasonable Business Efforts" means those efforts a reasonably prudent business Person would expend under the same or similar circumstances in the exercise of such Person's business judgment, intending in good faith to take steps calculated to satisfy the obligation which such Person has undertaken to satisfy.

1.51 Recovered Materials. "Recovered Materials" means those materials recovered from Permitted Waste by any processing including the separation and removal of recyclable

materials from the Permitted Waste, whether by manual or mechanical means, by Athens at the Facility before any marketing or sales thereof.

1.52 Recyclable Materials or Recyclables. "Recyclable Materials" or "Recyclables" interchangeably mean those materials which have been discarded, thrown away, or abandoned by the generator or owner thereof, and are commonly collected in recycling programs in southern California for the purpose of reprocessing or remanufacturing. The list of recyclable materials includes, but is not limited to, the following: newspaper (including inserts, coupons, and store advertisements); corrugated cardboard; mixed waste paper including office paper, computer paper, magazines, junk mail, catalogs, kraft bags, paper, paperboard, egg cartons, phone books, brown paper, grocery bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, cereal and other similar food boxes, tissue boxes, paper tubes, and wrapping paper; glass containers including brown, clear, and green glass bottles and jars; aluminum including beverage containers, foil, and food containers; milk and juice cartons and jugs; steel or tin cans; small scrap metal including metal coat hangers; plastic jugs, bottles, and containers including resins #1 through #7; used motor oil and oil filters.

1.53 Refuse. "Refuse" bears the same meaning as Mixed Municipal Waste.

1.54 Rolling Extensions. "Rolling Extensions" means the automatic extension of this Agreement for repeating ten (10) year periods after conclusion of the Initial Term, as described in Section 2.1.

1.55 SCE. The term "SCE" is the acronym for the Southern California Edison Company.

1.56 SCE Easement. The term "SCE Easement" means that transmission easement traversing the Site and owned by SCE. The SCE Easement is legally described in Exhibit "D-2" hereto. Athens will be authorized to occupy and utilize the SCE Easement pursuant to an easement or license from SCE permitting Athens' use and occupation of the SCE Easement for MRF/TS parking and appurtenant uses.

1.57 Selfhauler. "Selfhauler" means any Person who delivers Refuse or Recyclable Materials to the Facility on their own behalf. Selfhaulers consist of Persons hauling Refuse either in the course of their business or for residential purposes, but Selfhaulers do not include Commercial/Institutional Haulers.

1.58 Site. "Site" means the real property currently owned by Agency where Athens proposes to construct the Project and operate the MRF/TS, comprised of an approximately 17.22-acre site at the intersection of Arrow Highway and Live Oak Avenue. The Site is legally described and depicted in Exhibit "B" hereto. The exact boundaries and area of the Site shall be determined by a survey prior to the conveyance of Title to Athens.

1.59 Site Map. "Site Map" means the site map showing the Site attached hereto as Exhibit "B".

1.60 Site Plan(s). "Site Plan" means that scaled depiction of the Project buildings, locations and square footages as situated on the Site, at Exhibit "C" hereto.

1.61 Source Separated Recyclable Materials. "Source Separated Recyclable Materials" means a type of Permitted Waste, means commingled and/or pre-sorted Recyclable Materials that are segregated from MMW prior to collection, including high grade paper, glass, metal, plastic, aluminum, newspaper, corrugated paper or other Recyclable Materials and delivered separately from other Permitted Waste.

1.62 Term. "Term" means that period of time during which this Agreement shall be in effect and bind the Parties, as defined in Section 2.1.

1.63 Termination Notice. "Termination Notice" means that notice terminating this Agreement as described in Section 12.4 hereof.

1.64 Transfer/Processing Report ("TPR"). Transfer Procedures Report ("TPR") means that report prepared by Athens pursuant to CIWMB guidelines and Section 9.1 of this Agreement.

1.65 Trash Hauling Contract. "Trash Hauling Contract" means the contract approved by the City to exclusively provide for the collection of Mixed Municipal Waste and Recyclable Materials from property within the City to the MRF/TS for collection, processing and disposal.

1.66 Uncontrollable Circumstance. "Uncontrollable Circumstance" means any act, event or condition that has delayed or prevented, or which the Parties hereto agree may be reasonably expected to delay or prevent, a Party from performing or complying with one of its obligations under this Agreement, including, without limitation, such acts, events or conditions as:

a. A change in law, including (i) the adoption, promulgation, amendment, modification, rescission, revision or revocation of any Applicable Law or change in judicial or administrative interpretation thereof occurring after the date hereof, and/or (b) any order or judgment of any federal, State or local court, administrative agency or governmental body issued after the date hereof, so long as such order or judgment is not the result of Athens' negligent or willful misconduct or criminal violation; or

b. Governmental action, inaction, restriction, initiative, referendum, moratoria, or processing with governmental agencies, the delay of which is not due to the negligent or untimely action or inaction of Athens; or

c. Earthquake, explosions, epidemic, quarantine, landslide, lightning, fire, flood and weather, including, without limitation, consecutive or numerous non-consecutive days of rain, snow or other inclement weather during the construction period; or other Acts of God; or

d. Sabotage, acts of public enemy, war, riot, insurrection or civil disturbance, expropriation, confiscation; or

e. Failure of any permitted subcontractor or supplier of goods, materials, services or other items required for performance of this Agreement (other than an affiliate of Athens) to furnish such goods, services, materials or other items on the dates agreed to, which materially and adversely affects Athens' ability to perform its obligations and Athens is not able to reasonably obtain substitute goods, services, materials or items on the agreed upon dates; or

f. The condemnation, taking, seizure, involuntary conversion or requisition of title to or use of the Facility, the Site or any material portion or part thereof by the action of any federal, State, county, city or local governmental agency or authority.

In no event shall any act, event or condition that has occurred as a result of poor management practices or negligence of Athens, or an employee or agent thereof, be an Uncontrollable Circumstance.

1.67 Unpermitted Waste. "Unpermitted Waste" means hazardous, medical or radioactive wastes (except HHW) that the Facility may not receive or process under its Permits and Applicable Law. All elements of this definition shall conform to the provisions of the Permits, as such Permits may be amended from time to time, and the terms of the Permits shall prevail over the following illustrative list of Unpermitted Waste examples. The term "Unpermitted Waste" includes, without limitation:

a. Asbestos, including friable materials that can be crumbled with pressure and are therefore likely to emit fibers, being a naturally occurring family of carcinogenic fibrous mineral substances, which may be an Unpermitted Waste if it contains more than one percent asbestos;

b. Ash residue from the incineration of Refuse;

c. Auto shredder "fluff" consisting of upholstery, paint, plastics, and other non-metallic substances which remain after the shredding of automobiles;

d. Dead animals that are large (i.e., no more than 50 lbs.) in size;

e. Industrial solid or semi-solid wastes which pose a danger to the operation of the Facility, including cement kiln dust, ore process residues;

f. Infectious and bio-medical wastes which have disease transmission potential and are classified as hazardous by the State or County Health Services, including pathological and surgical wastes, medical clinic wastes, wastes from biological laboratories, syringes, needles, blades, tubing, bottles, drugs, patient care items such as linen or personal or food service items from contaminated areas, chemicals, personal hygiene wastes, and carcasses used for medical purposes or with known infectious diseases;

g. Liquid wastes which are not spadeable, usually containing less than fifty percent solids, including cannery and food processing wastes, landfill leachate and gas condensate, boiler blowdown water, grease trap pumpings, oil and geothermal field wastes, septic tank pumpings rendering plant byproducts and sewage sludge;

h. Radioactive wastes under Chapter 7.6 (commencing with Section 25800) of Division 20 of the State Health and Safety Code, and any waste that contains a radioactive material, the storage or disposal of which is subject to any other State or federal regulation; and/or

i. Sewage sludge comprised of human (not industrial) residue, excluding grit or screenings, removed from a waste water treatment facility or septic tank, whether in a dry or semidry form.

ARTICLE 2.0
TERM & GRANT OF AUTHORITY

2.1 Term. The Term of this Agreement shall be for an initial term of thirty (30) years, which shall run from Commencement of Operations (the "Initial Term"). At the conclusion of the Initial Term, this Agreement shall be subject to an automatic ten (10) year rolling extension so long as the Developer has met its obligations under the terms of the Development Agreement (the "Rolling Extensions"). Once this Agreement has entered into any Rolling Extension period, should the City seek to terminate the Agreement for a reason other than a material breach (pursuant to Article 12.0 hereof), the Term would continue for an additional ten (10) years from and after the giving of the Termination Notice.

2.2 Conditions to Effectiveness. This Agreement shall be effective only after and if all appropriate environmental review in accordance with CEQA has been completed, and the Facility, and the Agreements have been considered and approved by the City Council pursuant to a public hearing as required by Applicable Law, and that all MRF/TS approvals, entitlements and Permits have been granted by the appropriate agencies or entities. Athens acknowledges that nothing herein is intended as a commitment or representation that the City or Agency will approve the other Agreements.

2.3 Grant of Franchise. The City hereby grants to Athens the exclusive franchise, right, license and privilege (except as provided in Section 2.4 below) to operate a large-scale MRF/TS facility within City limits, such that for the Term of this Agreement (as may be extended by operation of the Rolling Extensions), and to the extent the City is allowed to so regulate under Applicable Law, the City shall not permit any other Person to construct or operate a large-scale MRF/TS in the City. For purposes of this grant of franchise, a "large-scale MRF/TS facility" means a MRF/TS facility operating as a primary use of property and engaging in Refuse/Recyclables processing and transfer activities comparable to those franchised under this Agreement. Nothing herein shall prevent small scale commercial businesses from conducting recycling activities as part of their business. Further, Athens shall not develop or acquire a competing MRF/TS of any sort within ten (10) miles of the territory of the City of Irwindale or within the City of Azusa (excluding (i) the Athens Materials Recovery Facility located at 14048 Valley Boulevard, and (ii) any existing facility developed or owned by an entity acquired by Athens).

2.4 Exceptions to Franchise. The exclusive MRF/TS facility franchise herein granted shall be subject to the following exclusions:

a. *Existing Athens Facilities.* The Athens Materials Recovery Facility located at 14048 Valley Boulevard, and any existing facility developed or owned by an entity acquired by Athens.

b. *Small-Scale Buyback Stands.* It is expressly understood that nothing herein shall prevent or preclude the development or operation of small-scale facilities for the buyback and processing of Recyclables and any exclusivity restrictions in favor of Athens shall only prevent City and the Agency from permitting or entering into an agreement for a large-scale MRF/TS facility of a size comparable to Athens' MRF/TS and operating as a primary use of property. This exemption shall be interpreted to mean that the franchise granted herein will not preclude the operation of existing or future small-scale recycling buyback centers located throughout the City as a secondary, appurtenant, joint or accessory use to another primary use (e.g., recycling buy-back booths, kiosks or collection stands located in grocery store parking lots or similar areas).

c. *Facilities Processing Refuse Unpermitted at Athens' MRF/TS.* It is expressly understood that nothing herein shall prevent the development, construction and/or operation of a facility (subject to compliance with all Applicable Laws and City entitlements) if it is solely engaged in the processing or transport of Unpermitted Waste (including Hazardous Waste) that cannot otherwise be lawfully processed or transported at Athens' MRF/TS.

d. *Acquisitions of Competing Facilities.* Nothing herein shall prevent Athens from acquiring an integrated waste disposal business which as its assets currently owns a competing facility within the geographical limits of Athens' franchise and then continuing to operate such competing facility.

e. *Legally-Required Exemptions.* Other Refuse collection, removal or disposal facilities required to be exempt from Athens' franchise pursuant to State or Federal law, including but not limited to Non-City governmental entities operating their own Refuse facility within City boundaries. The exclusivity provisions herein shall be interpreted consistent with State and Federal law and are severable from this Agreement to the extent they contravene any laws.

2.5 Annexations. This Agreement shall extend to any territory annexed to the City during the Term that is not covered by an existing Solid Waste permit, license, agreement or franchise granted by another public entity shall be added hereto, except to the extent that collection by Athens within that annexed territory would violate the provisions of Public Resources Code Section 49520. In such event, this Agreement shall become effective as to such area at the earliest possible date permitted by law, and City agrees that it shall cooperate with Athens to fulfill any requirement necessary for Athens to serve the annexed area consistent with this Section.

2.6 Franchise Contingent on Athens' Fulfillment of Duties. To the extent that the franchise granted hereby is exclusive, it shall be so only if Athens is and shall be at all times ready, willing and able to perform its obligations under this Agreement, including but not limited to, complying with all Performance Standards and Operational Obligations, complying with all Applicable Laws, and complying with the terms and requirements of all Permits.

ARTICLE 3.0
PERMITTING

3.1 Legal Compliance. Athens is required during every phase of the Project and operation of the Facility to maintain compliance will all Applicable Laws including, but not limited to, the following:

- CEQA
- California Administrative Code, Titles 8, 14, 23, and 24
- California Health and Safety Code
- California Department of Motor Vehicles
- California Integrated Waste Management Act
- California Occupational Health and Safety Administration
- Federal Clean Water Act
- Resource Conservation and Recovery Act
- Clean Air Act
- Applicable local, regional, and State air quality and water quality regulations
- State and local fire and building codes; electrical standards

3.2 Permits. Athens shall, with reasonable cooperation from the City, be responsible for obtaining all approvals, licenses, orders and permits required by Applicable Law for the operation of the Facility ("Permits") and shall be solely responsible for maintaining such Permits in accordance with Applicable Laws. Athens shall apply in a timely manner for such other Permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Facility as may be required for the development of, or provision of services to, the Facility in accordance with the requirements set forth herein. The City shall cooperate with Athens in its efforts to obtain such Permits and approvals. The City and Athens shall cooperate and use reasonable efforts in coordinating the implementation of the Project with other public agencies, if any, having jurisdiction over the Site or the Project. Permits include, without limitation, the following:

APPROVALS/PERMITS REQUIRED FOR THE PROPOSED PROJECT	
AGENCY	**APPROVAL / PERMITS**
City of Irwindale	Development Agreement
City of Irwindale	Conditional Use Permit, if needed
City of Irwindale	Site Plan and Design Review Permit
City of Irwindale	General Plan Amendment
City of Irwindale	Zone Change
City of Irwindale	Zoning Code Amendment
City of Irwindale	Approval and Certification of the Final EIR
City of Irwindale	Storm Water Pollution Prevention Plan
City of Irwindale	Certificate of Completion (as defined in the DA) and Certificate of Occupancy
Los Angeles County Public Health Solid Waste Management Program (acting as the Local Enforcement Agency [LEA]) in conjunction with the California Integrated Waste Management Board	Solid Waste Facility Permit, Tire Hauler Permit

APPROVALS/PERMITS REQUIRED FOR THE PROPOSED PROJECT	
AGENCY	**APPROVAL / PERMITS**
Los Angeles County Sanitation District	Industrial Waste Water Discharge Permit
South Coast Air Quality Management District	Permits to construct and operate odor control devices, paint spray booths, and gasoline dispensers
California Department of Industrial Relations, Division of Occupational Safety and Health	Work area design approval and compressor air tank permits
California Department of Conservation, Division of Recycling	Beverage container recycling certifications
California Environmental Protection Agency, Division of Toxic Substance Control	Hazardous Waste Handler Identification Number, hazardous waste generator/hauler permits, electronic waste handler/hauler permit
California Department of Food and Agriculture Division of Measurement Standards	Weighmaster license
California Department of Transportation	Biannual inspection of terminals
California State Water Resources Control Board, Regional Water Quality Control Board (Region 4)	Waste Discharge Identification Number in compliance with the National Pollution Discharge Elimination System, and Storm Water Pollution Prevention Plan

Other approvals, licenses, orders and permits required by Applicable Law and with which Athens shall remain in strict compliance throughout the Term of this Agreement include any order, permit or requirements imposed by a LEA and the California Department of Toxic Substances Control ("DTSC").

ARTICLE 4.0
FACILITY CONSTRUCTION & COMMENCEMENT OF OPERATIONS

4.1 Project Description. The non-final Site Plan(s) for the Project are presented in Exhibits "A" and "C" hereto. All buildings will conform to the City's Design Guidelines and incorporate the environmental control system described below and such other additional measures as may be recommended through the CEQA review process. Athens proposes to size the MRF/TS to handle up to 6,000 tons per day with the following proposed multiple functions and processes:

a. *Transfer Station.* Transfer station for refuse collection and transfer. The transfer station would include a below grade load out area to allow for the transfer vehicles to be top-loaded through load out ports at the tipping floor. A portion of the transfer station would also be dedicated for self-haul use.

b. *Materials Recovery Facility.* Material recovery facility for Diversion of Recyclable Materials from commercial and residential customers via one or more sorting lines for MMW. The Recyclables would be baled within the building and transferred to recyclable load-out vehicles at the exterior recyclable load out dock. Residue from the Diversion process would be conveyed to the adjacent transfer station for load-out.

c. *Green Waste.* A Green Waste area would accommodate collection and grinding of Green Waste. The Green Waste would be transferred to outgoing delivery vehicles.

d. *C&D Materials.* A Construction and Demolition Materials area would be utilized for collection, sorting and recyclable load-out of C&D Materials. The incoming C&D Material would be screened, sorted and Diverted to containers. The containers would be transferred to outgoing recyclable load-out vehicles.

e. *Inert Materials.* Inert materials would be sorted and directed towards filling of approved Irwindale inert mining pits.

f. *Office/Administrative.* An office area would be dedicated for administrative support for the Facility. This area would also include an education area for use by local students in demonstrating the activities of the Facility.

g. *Employee Areas.* An employee area/control area would include restrooms, a break area and offices. The upper level control area would be used to accommodate the operational control functions of the Facility. The employee area/control area would be linked to the office area via an upper level observation gallery.

h. *Maintenance.* A separate maintenance building would include two service bays and an adjacent office/parts area.

i. *Fueling Station.* Site improvements would include diesel and natural gas fueling operations with public access, a truck wash area, truck scale and scale house, load-out ramps, truck loading docks, driveways, employee and operation vehicle parking, and landscaping.

j. *Alternative Fuel Vehicles.* The facility will encourage the use of alternative fuel vehicles. If possible, a fueling facility will be provided on-site, and Athens will consolidate operations to foster the payment of utility and sales taxes to the City through the point of use and/or sale.

4.2 Alterations After Construction of Each Improvement.

a. Except as otherwise specified in this Agreement, once construction of any Project improvement has been completed, Athens shall not make, or permit any other person to make, any substantial alterations to such improvements without prior written consent of the City. For purposes of this Section, an alteration of the Site is considered to be "substantial" if it requires the issuance of a City building permit. In the event Athens determines that a substantial alteration is necessary, such alteration shall not be undertaken without providing written notice to the City accompanied by plans and specifications detailing the proposed alteration. Athens' notice, plans and specifications for a proposed alteration must be provided to the City in a manner giving City staff sufficient time to thoroughly review the proposed alterations before determining whether to provide written City approval for said alterations (which approval shall not be unreasonably withheld, conditioned, or delayed). Notwithstanding the foregoing, Athens shall be entitled, without need for written City consent, to make non-structural alterations to completed Project improvements to the extent such alterations are intended to increase the efficiency of or to improve

the appearance of the Site, the Facility and their operations, and do not require City building permits.

b. Athens is required to incorporate new technology reasonably available to control environmental impacts of the Project as needed to meet the following performance goals: (i) standards set by applicable regulations (including, without limitation, South Coast Air Quality Management District Rule 410), or (ii) as reasonably needed to meet the environmental Performance Standards set forth in this Agreement, or (iii) as required to respond to citizen complaints as required by Section 5.5 of this Agreement. Such technology upgrades shall be undertaken at Athens' sole cost.

4.3 Commencement of Operations. For purposes of this Agreement, the Facility's Commencement of Operations shall occur after the following two conditions have been met: (i) Phase 1 of the Project's improvements as set forth in the Development Agreement have been completely built-out, and (ii) all City certificates or Permits necessary for occupation and operation of such improvements have been issued. The completion of these two conditions precedent shall trigger the date of the Commencement of Operations. The date of the Commencement of Operations shall also initiate the following rights and obligations:

a. *Host Fee Commences with Commencement of Operations.* The Commencement of Operations shall be deemed to be the trigger for Athens' Host Fee obligations regardless of whether the Facility has actually started to accept Permitted Waste and/or Recyclables (excepting that the Host Fee Deposit and certain initial payment/escrow funds will be made at the times stated in Exhibit "E").

b. *Written Notice to City.* Athens shall promptly provide the City written notice of the precise date of the Commencement of Operations. In this notice, Athens shall also notify the City of the volume and/or types of Permitted Waste that Athens anticipates to accept at the Facility on or about the date of the Commencement of Operations.

c. *Commencement of Athens' Right to Accept Permitted Waste.* On the date of the Commencement of Operations Athens shall have the right to start accepting and processing Permitted Waste at the Facility.

d. *Warranty of Capacity to Accept/Process Permitted Waste.* Starting on the Commencement of Operations, Athens warrants the Facility will be ready to receive and process Permitted Waste as appropriate to the Project improvements then in place. Athens further warrants that it will utilize Reasonable Business Efforts to accept and process Permitted Waste and Recyclable Materials at the Facility and to utilize all completed Facility components.

4.4 Full Operations. With the Commencement of Operations, Athens shall maintain any constructed component of the Facility in a fully operational state, such that such Facility components and Site improvements will be capable of performing as required hereunder and capable of so operating in compliance with all Performance Standards and Operational Obligations.

4.5 Materials Flow. With the Commencement of Operations, Athens shall maintain a consistent and efficient flow of Refuse and Recyclables into and out of the Facility. At such time

the relevant portion of the Facility is constructed and to the extent Athens is reasonably and lawfully able to do so, Athens shall exercise its flow control management in such a manner as to establish the Facility as the sole or primary destination for all Permitted Waste generated within the City or collected by Athens in the area. The goal of maintaining an efficient waste stream shall be the Diversion of Refuse and Recyclables away from landfills, with priority being the marketable recycling or re-use of materials. The following chart summarizes the Parties' understanding of how various MMW and Recyclables will be processed through the waste stream under Athens' control:

Irwindale MRF/TS - Materials Flow

Inbound	**Processing:**	**Outbound**
Municipal Solid Waste	MRF/TS	• Recyclables Market • Compost Facility • Landscape Markets • Inert Processors • Landfill • Conversion Technology Facility
Residential/Commercial/Industrial Source Separated Recyclables	MRF	• Recyclables Market • Inert Processors • Landfill • Conversion Technology Facility
Residential/Commercial/Industrial Source Separated Green Waste, Wood Waste, and Organics	Green Waste	• Compost Facility • Landscape Markets • Landfill • Conversion Technology
Self Haul	Self Haul	• Recyclables Market • Compost Facility • Landscape Markets • Landfill • Conversion Technology
Construction and Demolition	C&D Processing	• Recyclables Market • Inert Processors • Compost Facility • Landscape Markets • Landfill • Conversion Technology

ARTICLE 5.0
PERFORMANCE STANDARDS

5.1 General Obligation. Beginning from the Start-Up Period of Facility operations, Athens covenants to comply with all Performance Standards throughout the Term of this

Agreement and to perform its Operational Obligations with respect to Facility operation as required hereunder, by the Development Agreement, in accordance with accepted practice for comparable facilities, sound management and operations practice, any applicable TPR, Final Plans and Specifications, Permits, Applicable Law, and any other covenants, conditions and restrictions pertaining to the Facility.

Athens shall not use or permit the use of the Facility for any purpose other than those contemplated by this Agreement and the Development Agreement, and Athens shall not-accept, transfer, recover or process any materials other than Permitted Waste and Refuse allowed pursuant its Permits and Applicable Laws.

5.2 Environmental Performance Standards.

a. *Air Quality and Odor Standards.* A standard operations/maintenance manual for odor reduction, formulated and tested for effectiveness by first-hand experience at Athens' existing facility, will be in place and followed from the first day of Facility operations. Athens shall operate the MRF/TS in compliance with all requirements, recommendations, and best management practices ("BMPs") and/or mitigation measures for minimization and mitigation of air quality and odor impacts as detailed in Chapter 3.3 of the EIR, including but not limited to, compliance with all California Air Resources Board ("CARB") and SCAQMD standards, rules, and regulations. All Athens' vehicles using the Facility shall meet CARB and SCAQMD requirements. To further minimize odor and air quality impacts from the Facility, Athens agrees to the following:

(1) To install and diligently maintain odor control equipment in the MRF/TS, including without limitation an exhaust ventilation system with exhaust air drawn through state-of-the-art odor neutralizing systems or compounds and dust filtration system; a water misting system to control dust in the tipping area and transition areas of the building where handling of solid waste tends to release dust; complete enclosure of the facility, with all tipping, sorting and transfer operations taking place indoors; and doors on all vehicle entrances and exits on the Facility. Airflow and odor control equipment throughout the Facility will be managed automatically by software controls and barometric louvers to insure that all airflow is directed in to the building and through the filtration system. The exhaust ventilation system shall be in full operation while tipping, transfer, or sorting operations are taking place, and shall be run to the extent necessary during non-operational periods to ensure odors cannot escape from the closed Facility. All Facility doors shall be kept closed except when actually in use.

(2) Athens will direct all Facility users and Self-haulers to discharge Permitted Waste and will conduct all recovery and processing inside the buildings so designated in the Final Plans and Specifications. Minimized building openings will assist in odor control and noise reduction of interior operations.

(3) All paved areas of the Site, and the interior of the Facility, shall be swept at least once each operating day. Work platforms and sorting areas will be swept once each shift and machinery shall be cleaned on a weekly basis. The tipping floor and Green Waste areas shall be swept routinely throughout the day by power sweepers and by janitors with brooms to remove refuse, dust, and debris. These areas shall also be periodically power scrubbed or scraped

during nighttime operations. All liquid waste from the power scrubbing of the tipping and Green Waste floors, truck loading areas, and canopy wash areas shall be discharged to the municipal sewer system under permit from the Los Angeles County Sanitation Districts.

(4) MMW shall be handled in a first-in, first-out basis such that Refuse and Recyclables, including the unrecovered remainder of the sorting processes and waste brought to the Facility for transfer, remains on Site no longer than forty-eight (48) hours after its arrival, and recovered recyclable materials are shipped off Site as soon as full-load quantities are recovered but no longer than thirty (30) days. All recovered plastics and organic materials shall be stored indoors. Quick action roll-up doors will be used continuously at vehicle entries to minimize exterior exposure to the operations.

(5) Athens will make dust masks available to employees, customers and members of the public while they are inside the MRF/TS during extant dust conditions.

(6) Notwithstanding the foregoing, Athens may use different technologies and equipment to achieve Air Quality and Odor Standards as may be reasonably approved by the City in writing provided that such technologies and equipment are as effective or more effective as the methodologies and technologies specified in this Section 5.2a.

b. *Hazardous Materials Standards.* Athens shall operate the MRF/TS in compliance with all requirements, recommendations, mitigation measures and BMPs for minimization and mitigation of hazards and hazardous materials impacts as detailed in Section 3.4 of the EIR. Although Athens shall not knowingly accept Hazardous Materials at the Facility, from time to time the MRF/TS could receive some materials considered hazardous mixed with normal non-hazardous MMW loads. The following measures and standards shall, at a minimum, apply to Hazardous Materials at the Site:

(1) Facility management shall be experienced, knowledgeable and trained in the Applicable Laws and regulations concerning Hazardous Materials and shall ensure that all employees receive specific training as it relates to their job assignments. Special attention should be given to tipping floor personnel including forepersons and spotters. Training will be performed periodically, when an employee is assigned to a new position, or upon the assignment of a new hire.

(2) Every load coming into the Facility tipping floor will be visually screened for any suspicious materials such as unlabeled containers, barrels, used motor oils, car batteries, and any other items indicating the presence of Unpermitted Materials. Random documented load checks will be performed daily at the direction of the tipping floor leadership. These inspections must be recorded in the appropriate form provided for that purpose.

~~(3) Any Hazardous Materials found at the Facility must be removed from the Site using the appropriate protective equipment to area(s) identified for temporary storage of such waste. To this end, the appropriate Facility manager will be informed immediately to arrange moving any Hazardous Materials to the Facility's "Hazardous Waste Storage Cabinet" or hauled off Site for proper disposal, as appropriate. Every twenty-four (24) hours or when the Storage Cabinet is full (whichever comes first), Athens will arrange for pick-up and disposal of~~

~~Hazardous Materials by a licensed Hazardous Materials hauler. Athens shall arrange for an earlier or immediate disposal of Hazardous Materials by a licensed Hazardous Materials hauler if required by any Applicable Law.~~

(3) Any Hazardous Materials found at the Facility must be removed from the Site using the appropriate protective equipment to area(s) identified for temporary storage of such waste. To this end, the appropriate Facility manager will be informed immediately to arrange moving any Hazardous Materials to the Facility's "Hazardous Waste Storage Cabinet" or hauled off Site for proper disposal, as appropriate. A licensed hazardous waste handling contractor will pack and remove hazardous materials every 90 days, or earlier if the Storage Cabinet is full. Athens shall arrange for an earlier or immediate disposal of Hazardous Materials by a licensed Hazardous Materials hauler if required by any Applicable law.

c. *Water & Soils Quality Standards.* Athens shall operate the MRF/TS in compliance with all requirements, recommendations, and BMPs for minimization and mitigation of water and soils quality impacts as detailed in Chapter 3.5 of the EIR, including but not limited to:

(1) Pollutant discharge from the Site must be prevented using BMPs issued under a NPDES General Permit (administered by the Los Angeles RWQCB under SWRCB Water Quality Order 99-08-DWQ) prior to development. This permit will include the preparation of a site specific SWPPP. The SWPPP further also outline stormwater sampling and BMP inspection requirements. Athens agrees to implement and maintain compliance with all requirements imposed under these permits.

(2) Development of, and compliance with, an Erosion and Sediment Control Plan and associated BMPs.

(3) The Facility shall be designed and maintained in accordance with the U.S. Green Building Council (USGBC).

(4) The perimeter of the Site will be covered with, and Athens shall maintain, vegetation landscaping and a wall, thus, preventing off-site runoff from entering the facility. Athens shall exercise BMP to assure that the Site will be graded such that no stormwater flow can leave the Site without first passing through a bioremediation swale system.

d. *Noise Standards.* Athens shall comply with existing City noise standards during operation of the MRF/TS and all mitigation measures and recommendations detailed in Chapter 3.8 of the EIR, and any required measures in the 2020 FEIR, including but not limited to:

(1) In construction of the Project, Athens shall implement and comply with those mitigation measures set forth in Section 3.8.3 of the EIR for construction activities.

(2) For operational impacts, per the City of Irwindale noise ordinance, Athens shall not cause operational-related noise levels at the Site boundary exceeding over five dB over the ambient or the ambient base noise levels as set forth in Irwindale Municipal Code Section 9.28.030, whichever is greater, when measured at any boundary line of the Site.

(3) Throughout Facility operations, for the southern Site boundary along Live Oak Avenue (except for the driveway cutouts) and along the southwest property boundary (for approximately the first 450 feet of the property boundary north of Live Oak Avenue), Athens shall maintain an 8-foot perimeter masonry soundwall on top of a two-foot berm so that the effective height of the soundwall would be 10 feet.

(4) Throughout Facility operations, Athens shall take all reasonable steps to immediately address and resolve nighttime operations using BMPs (10 p.m. – 7 a.m.) that result in verified noise complaints to eliminate objectionable noise during the nighttime hours. Potential measures may include without limitation, moving the operation further from nighttime sensitive receptors, moving the activity indoors during nighttime hours, or conducting the objectionable activity during daytime hours.

(5) For transportation noise, exceeding over five dB over the ambient or the ambient base noise levels as set forth in Irwindale Municipal Code Section 9.28.030, whichever is greater, when measured at any boundary line of the Site.

(6) All tipping, transfer, and sorting operations shall occur inside an enclosed building, with doors on all vehicle entrances and exits which are kept closed unless actually in use. Facility doors shall be kept closed when not in use, particularly at night, to prevent escape of noise.

(7) The Site perimeter shall be ringed by a masonry soundwall. Outdoor operations, maintenance, and construction activities shall be scheduled to ensure that any particularly noisy activities occur during normal weekday business hours. All Athens' service vehicles accessing the Site will be maintained with mufflers in good working order and backup alarms kept set at the lowest volume allowed by Applicable Laws. Use of vehicle horns shall be discouraged on Site except as necessary to alert workers of an emergency situation.

(8) Athens will cooperate with the Public Works Director to address other substantiated noise complaints which can be mitigated through Reasonable Business Efforts.

e. *Litter and Pest Vector Standards*. Athens shall maintain the Facility and Site in a neat and orderly condition, unfavorable to rodents and insects, including cleanup of litter and debris on Site and along roads near the Site, at a minimum, daily, or as frequently as necessary to comply with this requirement. In addition:

(1) Athens will develop and implement a rodent and insect management program, including contracting with a professional pest control company to inspect the Facility on a periodic basis, no less often than once per month. In the event of apparent pest vector activity, within twenty-four (24) hours of City direction, Athens shall implement vector control measures sufficient to remedy the vector nuisance. Traps and baits will be placed and spraying for insects conducted in accordance with the recommendations of the pest-control firm in order to maintain the Facility and Site in a pest-free condition to the satisfaction of the Local Enforcement Agency and on an as-needed basis to mitigate any verified public complaints of pest vectors.

(2) The Facility buildings shall be designed and maintained in such manner as to facilitate cleaning and to minimize hiding places that might harbor pests. Athens shall exercise Reasonable Business Efforts to ensure that the Facility is operated through the use of pest-proof materials such as metal and concrete; minimizes hiding places such as dark corners, crevices and inaccessible void spaces where debris might accumulate and pests may hide and breed; and ensuring that all areas of the Facility (including machinery pits, baler sumps, etc.) are easily accessible and adequately lit for cleaning purposes.

(3) All areas of the Facility, including tipping areas and work platforms, shall be swept at least daily either by hand or mechanical sweeper (excepting that the MRF shall be swept routinely throughout the day by mechanical sweeper to pick up any litter on paved surfaces). A cleaning crew shall daily remove litter from landscaped areas. Further, walls, fencing and landscaping surrounding the Site shall be maintained to prevent any windborne litter from blowing offsite. Materials accepted at the Facility for sorting shall be handled in a first-in, first-out basis and in all cases are processed and the remainder of unrecoverable wastes removed from the property within forty-eight (48) hours of arrival. Recovered recyclable materials are also handled on a first-in, first-out basis and shipped out by individual load to minimize inventories and ensure older materials do not accumulate on site to act as a home for insects and vermin. Sorting machinery is cleaned thoroughly by dry methods on at least a weekly basis.

(4) Traps and baits will be placed and spraying for insects conducted in accordance with the recommendations of the pest-control firm in order to maintain the facility and site in a pest-free condition to the satisfaction of the Local Enforcement Agency.

f. *Greater Standards.* Where any conditions of approval for the Project provide for more stringent standards or measures than are specified in this Article 5, then such greater or more stringent standards or measures shall apply.

5.3 Parking, Trucks and Traffic Performance Standards.

a. *Parking & Parking Lot Circulation.*

(1) Regular Parking: A total of 326 parking stalls will be provided for the Project, consistent with what is permitted and described in (1) the SP and DR Permit and (2) 2020 FEIR. Parking stall sizes and driveways will be per City standards and all Applicable Laws.

(2) Transfer Truck Parking: Transfer truck parking shall be provided consistent with what is permitted and described in (1) the SP and DR Permit and (2) 2020 FEIR. A total of nineteen (19) parking stalls for transfer trucks shall be provided.

b. *Traffic Circulation.* Internal traffic circulation and ingress and egress from the MRF/TS shall comply with and at all times maintain the Site circulation mitigation measures set forth in Section 3.12.8 of the EIR and as revised by the 2020 FEIR. Employee shifts shall be scheduled so that employees do not arrive or depart during peak traffic hours. Athens' trucks shall use the routes for ingress and egress to and from the Site as shown in Exhibit "F" hereto. Athens will use Reasonable Business Efforts to enforce measures to assure that the designated access corridors to and from the Facility to the I-605 or I-210 freeways are utilized in connection with the operation of the Facility. Attached hereto as Exhibit "F", and incorporated herein by this

reference, is the proposed Route and Circulation Plan for Athens' proposed Site ingress/egress and collection routes. Athens will ensure that a tow-truck will be on call to remove any trucks that break down and create traffic problems on the designated route between the Facility and the freeways. Further, Athens shall implement and maintain a policy of, at least every five (5) years, reviewing the Refuse carrying capacity of its Refuse transfer and hauling trucks and, based upon the findings of such five-year review, replacing smaller or less efficient vehicles with larger or more efficient trucks in an effort to reduce the overall number of Refuse hauling vehicles on City streets.

c. *Cleaning of Access Corridors.* An Athens Services street sweeper will sweep the westbound curb lane of Live Oak Avenue, the eastbound curb lane of Arrow Highway, and the middle turn lane of Arrow Highway, adjacent to the facility, on a daily basis each day the facility is in operation. In addition, Athens shall implement daily litter pick-up along adjacent properties, adjacent streets and along transportation corridors, such that any litter resulting from Athens' operations (including Athens' customers delivering waste to the Site) will be removed. Athens' obligation to clean-up debris in public right-of-ways and/or transportation corridors shall apply regardless of whether such debris was inadvertently spilled or intentionally dumped.

d. *Enclosure of Trucks.* All Commercial/Institutional Haulers and Athens collection vehicles shall be enclosed and free of debris prior to leaving the Site to eliminate spillage. No uncovered vehicles are permitted to leave the Site unless they are empty. Athens shall further exercise Reasonable Business Efforts to encourage Selfhaulers to cover their vehicles to eliminate spillage, including publicly-posted rules and instructions for the enclosure and/or securing of Refuse in Selfhauler vehicles. Athens shall maintain at the Facility extra tarps on-hand to replace faulty or missing tarps on vehicles. Persons repeatedly in violation of Athens' rules and regulations regarding the enclosure and securing of transported Refuse, or Persons who otherwise repeatedly cause Refuse spillage and residue, may be denied service at the Facility or Athens may adopt a fine schedule for repeat violations of the enclosure requirement. All loads leaving the Site shall be monitored to make sure they do not track out or drop materials onto public roadways as they depart.

e. *Traffic Queuing on City Streets.* Athens shall provide a level of services at the Facility such that City streets surrounding the Site, particularly Live Oak Avenue, Arrow Highway and Baldwin Park Blvd., shall be free of any queuing of vehicles entering or leaving the Facility. Athens shall staff the Facility as needed to meet this Performance Standard and Athens shall manage vehicular queuing on entrance and exit corridors to the Site such that there shall be no vehicles queued and awaiting service in any public street.

f. *Vehicular Turnaround Time.* Athens will make Reasonable Business Efforts to ensure that each waste collection and delivery vehicle utilizing the MRF/TS is able to complete unloading at the Facility after no more than thirty minutes (30) minutes, absent vehicle breakdown or driver negligence.

5.4 Additional Performance Standards.

a. *Rotation of Refuse.* Refuse will be moved off-site within 48 hours of delivery.

b. *Lighting.* All Site lighting shall be shielded to avoid off-site glare.

c. *Reclaimed Water.* The MRF/TS shall be developed for and shall use reclaimed water when available.

d. *Green Building.* Athens shall maintain the Facility in a "green" building design with LEED certification. Athens will maintain "green" building design elements including, without limitation, recycled content and local building materials, daylighting with clerestory windows and skylights, low flow plumbing fixtures, energy efficient lighting, high performance HV AC systems and a cool roof design. Site "green" design elements to be maintained shall include, without limitation, low water use landscaping, reflective paving, irrigated trees and shading in parking areas, efficient/directed site lighting and storm water pollution prevention devices. Irrigated tree planters in the parking areas shall be maintained and nurtured for the preservation of healthy, mature, full-growth trees to provide adequate shade (including the use of sunken irrigation systems as needed to prevent the roots of shade trees from damaging surface concrete). Athens shall also cooperate with Southern California Edison to obtain grants for solar power systems, variable speed motors and other energy efficiency measures.

e. *Facility Aesthetics.* The exterior design of the Facility shall be maintained consistent with its Mediterranean architecture with varying parapet heights, vertical tower elements, arcades, arched entry structures and deeply recessed exterior fenestrations to break the building into smaller scale forms. Athens shall maintain the exterior materials in colors plaster colors traditional to Mediterranean design (generally earth tones or muted pastels), roof tiles, wrought iron and decorative tile accents, accentuated building cornices and plaster building ornaments. Changes in exterior materials or color schemes shall be subject to City approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

f. *Fire Prevention & Emergency Response.* Athens will implement and maintain fire prevention measures accordance with County Fire Codes and Applicable Law. Further, Athens will maintain, at a minimum, those fire prevention and emergency response measures identified in Exhibit "H" hereto. Athens shall notify the City in writing of any changes to the protocols in Exhibit "H" and such changes shall be subject to the City's approval (which approval shall not be unreasonably withheld, conditioned, or delayed, or which approval shall not be required where the changes to Exhibit "H" are required by law). Athens shall thereafter promptly provide the City with a revised Exhibit "H" reflecting the approved or legally required changes.

5.5 Remedies for Failure to Observe Performance Standards and Nuisance Violations.

a. *Complaints Received by City.* Complaints received by the City regarding MRF/TS operations and Athens' performance will be transmitted by the Public Works Director to Athens in writing. Athens shall investigate each complaint reasonably made, take corrective action and respond to the complaining party to the extent deemed necessary, and subsequently report any such action to the City by email. Athens shall maintain a log of complaints received and corrective actions implemented in accordance with the requirements of the Facility's Solid Waste Facility Permit as enforced by the LEA, which log shall be available for City inspection at the Facility during normal business hours.

b. *Complaints Received Directly by Athens.* Athens shall also take corrective action on any public complaints reasonably made that are directly received by Athens. Complaints received by Athens and Athens' corrective actions thereon shall also be entered into the log described in Subsection (a) above.

c. *City Investigation.* In the absence of public complaint, the City may also initiate its own investigation of the Facility if it has a reasonable belief that Athens is failing to observe Performance Standards or a nuisance condition is occurring. If the City, based on its own observations or investigations, discovers any conditions violating the terms of this Agreement (including but not limited to failure to observe any Performance Standards or regulatory agency requirements, or the production of any nuisance condition), City shall include a written description of the violation to Athens with a reasonable time to cure. Athens shall investigate all problems so identified by the City and take corrective timely action thereon and include such complaints and corrective actions in the log and the email report to the City as described in Subsection (a) above.

d. *Nuisance Conditions.* Repeated, substantiated complaints of, or continued conditions of, poor service quality, failure to observe Performance Standards, regulatory agency requirements, and/or nuisance conditions may be handled in the manner prescribed below. For purposes of this Section, the term "nuisance conditions" shall include, but is not limited to, the following:

(1) Traffic queuing on City streets and/or recurrent failures to meet standards for vehicular circulation onto, through and away from the Site as required by Section 5.3;

(2) Failure to clear debris and litter attributable to Athens' operations and customers found upon and in the immediate surrounding area near the Facility and along immediate access routes, traffic corridors and public rights-of-way as required by Section 5.3 or the maintenance of the Site in such a manner as to facilitate a pest infestation;

(3) Poor maintenance of Athens trucks in violation of Section 6.17;

(4) Violations of safety standards required under Applicable Law or by this Agreement;

(5) Use of unqualified or incompetent employees by Athens in violation of this Agreement, including but not limited to violations of Section 6.8 hereof;

(6) Odor, air quality, soil or water conditions violating those standards stated in the conditions of approval applicable to the Project, Sections 5.2(a) and 5.2(c) hereof, and/or the EIR;

(7) Violations of the City's noise ordinance and other noise-related requirements found in the conditions of approval applicable to the Project, Section 5.2(d) hereof, the EIR or Applicable Law;

(8) Failure to maintain landscaping at the Site in an attractive and professional manner;

(9) Failure to repair, reconstruct or repaint any structure(s) or equipment which has been materially damaged or have materially deteriorated, regardless of whether such deterioration is due to poor maintenance or through the course of normal wear and tear. For purposes hereof, "material" damage or deterioration means the equipment or structures are performing at a level 10% or more below their full operational capacity and/or the equipment or structures present an unprofessional, nuisance appearance to the public view;

(10) Any similar recurrent violation of the Performance Standards or Operational Obligations stated in this Agreement;

(11) Any enforcement action taken by the LEA that requires closure of the Facility for any 24-hour period and/or requires a judicial or administrative remedy prior to re-opening the Facility;

(12) Knowingly accepting Unpermitted Waste or violation of the standards relating to Hazardous Materials, including violations of Section 5.2(b) hereof;

(13) Closure of the Facility in violation of this and other Agreements;

(14) Misconduct with respect to scale operations, knowingly misrepresenting measurements or persistent violations of Applicable Laws governing weights and measures;

e. *Notice of Violation.* Violations listed in Section 5.5(e) above, as items (1) through (10) shall be deemed "minor" in nature, while violations in categories (11) through (14) shall be considered "major." Repeated violations in any minor category may become major violations for purposes of this Agreement. Initially, when the Public Works Director or a designated enforcement officer observes a violation, a verbal warning shall be given to the Athens official or employee managing Facility operations. If the violation is thereafter repeated and, in the opinion of the City's Public Works Director or designated enforcement officer, Athens has not taken timely, effective action to correct the violation and prevent its repetition, then the Public Works Director or designated enforcement officer may instate the provisions of Article 12.0 hereof and may subject Athens to additional liquidated damages.

f. *Remedies for Severe, Persistent or Major Violations.* Should ATHENS' violations be severe and repetitive or otherwise not reasonably subject to correction, or if the violations qualify as "major" violations as defined in Section 5.5(e), the Public Works Director may, in his sole discretion, immediately institute the procedures set forth in Article 12.0 hereof.

g. *No Waiver of City's Police Powers or Legal Rights.* Nothing in this Agreement is intended to limit the power and ability of the City or any LEA to initiate administrative and/or judicial proceedings for the abatement of nuisance conditions or violations of any applicable law. Nothing herein shall waive or limit any other legal rights or recourses the City may have in response to Athens' repeated, material violations of Performance Standards or failure to mitigate nuisance conditions.

5.6 City Municipal Code Procedures. The procedures set forth in Section 5.5 above are non-exclusive. In lieu of the procedures and remedies stated in Section 5.5, the City may, in

its sole and absolute discretion, utilize any administrative citation or administrative procedures contained in the City Municipal Code relating to the abatement of nuisances and/or violations of the Municipal Code, as may be amended or renumbered; provided, the Agreement can only be terminated pursuant to the provisions of Article 12.0.

5.7 City's Right of Entry. City reserves any rights of entry it may have to the Site pursuant to law, as well as a right of immediate entry to the Site in the event an emergency situation that threatens public health, safety or welfare, and any other remedies available by law or under the terms of this Agreement or any other Agreements. Upon learning of the situation, City shall attempt to notify Athens of the situation as soon as possible. Upon receiving such notice from City, Athens shall immediately advise City whether Athens is unable or unwilling to take responsive action or make arrangements for a third party to respond to the situation. City may immediately enter the Site, whether by its own forces or a contracted third-party, to respond to the situation if (i) City is unable to notify Athens, or (ii) Athens advises City that it is unable or unwilling to respond to the emergency situation, or (iii) Athens' inaction or delay manifests no intention of responding to the circumstances.

City's entry to the Site pursuant to this Section shall be without liability to City for any loss or damage that may accrue to Athens' merchandise, fixtures, or other property or to Athens' business by reason thereof unless such loss or damage is caused by City's negligence or willful misconduct.

Any costs, expenses or damages incurred by City in responding to circumstances warranting City's entry to the Site shall be paid by the City unless the cause for such entry was a breach of this Agreement by Athens. In the event that such entry by the City is the result of a breach of this Agreement or Other Agreements by Athens, City shall send Athens written notice and an invoice of all costs, expenses or damages reasonably incurred by City in its response to such circumstances. Within five (5) business days, Athens may contest in writing the costs, expenses or damages, in whole or in part, identified by City. City shall consider Athens' written contest of costs, expenses or damages in good faith and determine, in the City's sole discretion, whether to reject, accept in part, or accept fully the position taken by Athens; City shall promptly notify Athens of its determination in writing. Athens shall reimburse to City all costs, expenses or damages as finally determined by City within ten (10) business days of issuance of the City's final determination or, if Athens never contested the costs, expenses or damages originally identified by the City, Athens' reimbursement shall be made within ten (10) business days of the City's initial notice and invoice of costs, expenses or damages. If Athens fails to make such payment when due, the same shall accrue interest as provided in Section 12.6 and shall be a material default of this Agreement, subject to all rights and remedies herein. In the event that such entry by City was not the result of a breach of this Agreement by Athens, then the City shall reimburse Athens for all of its costs, losses and expenses arising from or related to such entry.

ARTICLE 6.0
OPERATIONAL OBLIGATIONS

6.1 Disposal and Recycling of City Refuse. All Refuse gathered from City facilities or from City operations, including maintenance, may be deposited in the Facility without charge.

Athens shall use Reasonable Business Efforts to recycle such Refuse pursuant to the Act and this Agreement.

6.2 Governance and Rate Setting. Athens shall set its own rates for various classes of customers of the Facility in a manner which makes usage of the Facility competitively attractive. As of the Effective Date of this Agreement, Facility use rates are those reflected in Exhibit "G" hereto. Residential self-haul customers who reside within the City shall be entitled to dispose of their residential self-haul waste generated in such customers' homes at no cost at the MRF/TS.

6.3 Host Fees. As part of its Operational Obligations, upon the commencement of the first year of operations, and of every operating year thereafter until the termination or expiration of the Agreements, Athens shall pay the Host Fee to the City as specified in Exhibit "E" hereto.

6.4 General Facility Operations. Athens shall be responsible for staffing any constructed phase of the Facility during the term of this Agreement and any extensions thereto. Athens shall exercise all Reasonable Business Efforts in maintaining and cleaning the Facility, including but not limited to the MRF/TS, Buyback/Recycling Center facilities, Green Waste areas, construction debris areas, administrative offices, employee areas, maintenance buildings, household hazardous waste operations, public education areas and all accessory operational areas. In addition, Athens shall secure, pay, and maintain all certificates, Permits, government fees, licenses and inspections necessary for the operation of the Facility. Athens shall pay all costs associated with the operations of the Facility including but not limited to accounting, purchasing, payroll, personnel, material marketing functions, general and administrative overhead costs including all costs of utilities required for operations. Furthermore, all operations of the Facility shall conform in all material respects to the standards contained in Permits, any Transfer/Processing Report ("TPR"), all Agreements including this Agreement, industry practices for similar facilities, sound management and operations practices, any operations/maintenance manuals, all Permit conditions and Applicable Law. In the event of any controversy or dispute over the meaning or application of these requirements, the decision of the City's management shall be determinative, subject to a right of appeal to the City Council.

a. *General Maintenance.* Athens shall maintain the Facility and the Site in good working order and repair, including landscape, building and equipment maintenance and repair; cleaning and painting the Facility; street sweeping; maintaining any spare parts inventory; and generally performing periodic maintenance in accordance with any applicable TPR and any regulatory requirements or Applicable Law. In anticipation of any potential emergency operation during Facility equipment failure and/or power outages, Athens shall always maintain at least one loader on the Site for transfer operations, together with a standby generator. Athens shall maintain the aesthetic appearance of the Facility and Site in accordance with the Plans and Specifications, and Athens shall make Reasonable Business Efforts to perform preventative maintenance and implement landscaping/architectural elements as needed to prevent public complaints about the Site or Facility and to prevent the creation or maintenance of any public nuisance.

b. *General Safety.* Athens acknowledges that worker safety and fire prevention is of critical importance to the City, and shall conduct Facility operations in a safe manner, in accordance with Applicable Law and any fire-related Permits, requirements of insurance carried pursuant to this Agreement and the Agreements, and standard practices in the

waste management/materials recovery industry. Athens will require that all pickers wear dust masks, steel-toed boots, safety glasses and gloves to the extent required by Applicable Law. Athens will train all laborers in safety procedures in accordance with Applicable Law. Athens shall direct traffic upon entry to the Site so that it travels, queues, unloads and exits in a safe manner. Athens shall provide and maintain all necessary and appropriate fire control equipment, including but not limited to an alarmed sprinkler system, fire hoses and extinguishers.

6.5 Diversion of Permitted Waste. Athens shall use Reasonable Business Efforts to maximize recovery and processing of delivered Permitted Waste and Diversion of Recovered Materials and marketing of such materials. Athens acknowledges that this obligation is in addition to and not derogation of its Performance Standards and Operational Obligations. Notwithstanding the foregoing, Athens shall not be liable for damages or be deemed in default of this or other Agreements if it is meeting its Performance Standards and Operational Obligations.

6.6 AB 939. Athens acknowledges that the City is mandated to meet the requirements of AB 939 that requires the City to Divert fifty percent (50%) of the City's municipal solid waste away from landfills. Upon Athens receiving an Occupancy Permit for the Facility, it will make Reasonable Business Efforts to recover, process and Divert Recovered Materials from delivered Permitted Waste collected within the City to assist the City with AB 939 compliance. Furthermore, the City anticipates that the State Legislature will adopt new legislation that will increase the minimum Diversion requirement and/or add new Diversion program requirements, such as the required Diversion of food wastes. Upon the effective date of any new legislation that affects the Diversion requirements currently imposed by AB 939, Athens will comply with said changes-of-law pursuant to Section 6.7, below, and the City will reasonably cooperate with Athens to provide any approvals or changes in City policy (consistent with Applicable Law) as reasonably needed for Athens' implementation of a revised or new Diversion program meeting amended legislative requirements. In the course of meeting and conferring with regard to any revised or new Diversion program, the City and Athens may consider, without limitation, the throughput of Recyclable Waste and recyclable rich waste, the quality of recovered materials, and the marketing of recovered materials.

6.7 AB 939 Guarantee and Indemnification. Without in any way limiting the indemnification provisions in Article 12.0 hereof, Athens unconditionally guarantees compliance with the requirements of AB 939 as amended from time to time. Athens shall carry out its obligations under this Agreement so that the City will meet or exceed the diversion requirements set forth in AB 939, and all amendments thereto, as more fully set forth below. City and Athens shall reasonably assist each other to meet the City's AB 939 diversion requirements. In carrying out the provisions of this Section, Athens agrees to perform the following obligations at its cost and expense:

a. Defend, with counsel approved by City, indemnify and hold harmless the City against all fines and/or penalties imposed by the Board, if Athens fails or refuses to provide information relating to its operations which is required under this Agreement and such failure or refusal prevents or delays City from submitting reports required by AB 939 in a timely manner;

b. Assist City in preparing for, and participating in, the Board's biannual review of the City's source reduction and recycling element pursuant to Public Resources Code

Section 41825;

c. Assist City in responding to inquiries from the Board in applying for an extension under Public Resources Code Section 41820, if so directed by City; in conducting any hearing conducted by the Board relating to AB 939; or in any other investigative or enforcement manner undertaken by any agency;

d. Defend, with counsel acceptable to City, and Indemnify and hold harmless the City against any fines or penalties levied against it for violation of AB 939's Diversion requirements, excepting any fine or penalty imposed if City's failure to meet the Act's Diversion requirements is the result of an order.

e. In cooperating with the City, should it seek to become its own enforcement agency, to the extent it may be permitted under Applicable Law.

6.7 Personnel and Subcontractors.

a. *Athens' Employees.* Athens shall engage qualified and competent employees, including managerial, supervisory, clerical, maintenance, and operating personnel in numbers necessary for safe and efficient Facility operation and to perform Athens' Performance Standards and Operational Obligations. Athens shall use Reasonable Business Efforts with the goal of hiring employees who are residents of City. Athens shall inform City of its initial and continuing outreach programs to hire City residents. Athens shall train its staff to perform work in a safe and efficient manner in accordance with a health and safety plan to be developed by Athens, and subject to City review, comment and approval, and Athens shall ensure that each staff person treats customers, Selfhaulers and other members of the public with professionalism and courtesy. Facility management will become familiar with regulations and Applicable Laws concerning Hazardous Materials and ensure that all employees receive specific training as it relates to their job assignments. Special attention should be given to tipping floor personnel including forepersons and spotters. Training will be performed periodically, and when an employee is assigned to a new position.

b. *Approved Subcontractor List.* Prior to opening Facility operations, Athens shall provide the City's Public Works Director with a complete list of subcontractors that Athens may utilize for (i) Unpermitted Waste disposal and Hazardous Material disposal services, (ii) Facility management, or (iii) contract services that are a component of Facility operations. Athens shall not utilize outside contractors for any material performance of its obligations hereunder except those expressly listed. The list of potential subcontractors shall describe the type of contract work each subcontractor is licensed to perform and Athens shall warrant that each listed subcontractor is duly licensed and qualified to perform the type of work that may potentially be performed by each subcontractor.

c. *Use of Subcontractors.* Facility subcontractors shall be utilized at Athens' sole cost (except to the extent paid as part of a joint cooperative effort with the County of Los Angeles or other governmental entity) and without any impact upon Host Fees paid to the City. All subcontractors shall be licensed as required under Applicable Law to perform their subcontracted work and obtain and maintain a City business license if required by Applicable Law.

Athens shall remain otherwise liable for the full and complete performance of its obligations hereunder, including the payment of Host Fees, and those obligations and duties under the Other Agreements.

6.8 Facility Equipment. Athens shall employ and maintain all equipment necessary for the effective operation of the Facility, at its sole cost and expense, substantially in accordance with reasonable care according to industry standards, any Applicable Laws, the terms of any Permits or the Agreements, this Agreement, any operations/maintenance manuals, or any applicable TPR.

6.9 Receiving Hours. The MRF/TS may (but shall not be required to) operate twenty-four (24) hours per day, seven (7) days per week. Athens hereby guarantees that, excepting Uncontrollable Circumstances, designated holidays and the terms of any Permits or Applicable Laws, the Facility will remain open for receipt of Permitted Waste seven (7) days each week with at least eight (8) hours for receiving Permitted Waste. Athens shall post-Facility receiving hours and holiday schedules in a conspicuous location at the Facility and shall utilize all Reasonable Business Efforts to publicly circulate Facility hours and holiday schedules, which Efforts shall include, without limitation, providing public notice of such schedules on a website for the Facility or in newspapers of general circulation. Other scheduling parameters applicable to the Facility shall be as follows:

a. *Holidays*. Athens warrants that the Facility will close for no more than six (6) holidays per Operational Year. Each Operational Year, Athens may choose the six designated holidays from any of the following:

- New Year's Day (January 1 every year);
- Martin Luther King Day (third Monday each January);
- Presidents Day/Washington's Birthday Observed (third Monday every February);
- Memorial Day Observed (last Monday every May);
- July 4th Independence Day;
- Labor Day (first Monday every September);
- Columbus Day Observed (second Monday every October);
- Veterans' Day (Nov. 11 every year);
- Thanksgiving Day (fourth Thursday in November); and
- Christmas Day

b. *Additional Hours.* In exigent circumstances and upon request of the City no less than one day in advance, Athens shall accept, recover and/or process Permitted Waste at times other than those described in this Section above.

6.10 Facility Downtime. Athens shall use Reasonable Business Efforts to perform repairs and maintenance in such a manner as to minimize any interruption to the regular receipt of Permitted Waste. Athens shall give the Public Works Director one week's notice of scheduled shutdowns for repair and maintenance. If Athens cannot accept Permitted Waste or operate the Facility for any other reason, it shall give the Public Works Director immediate telephonic notice followed by notice in writing explaining the cause of such downtime, the actions needed to bring the Facility back to full operational status and the nature and expected duration of the shutdown

and its impact on Athens' ability to comply with Performance Standards and Operational Obligations.

6.11 Scale Downtime; K Factor. In order to maintain its weekly receiving hours, Athens shall take all Reasonable Business Efforts to take preventative maintenance measures with respect to all scales and equipment utilized in the course of receiving Permitted Waste such that scale and equipment downtime is minimized. To the extent practicable, if any scale is inoperable, being tested or otherwise unavailable, vehicles shall be weighed on the remaining operating scales.

In the event of multiple scale failures that significantly impact Athens' ability to weigh-in Permitted Waste, achieve requirements for vehicular turn-around and meet the limits on vehicular queuing in public streets required by this Agreement and the Agreements, then Athens shall utilize a waste volume conversion factor "K-factor" for estimating vehicle weight. Athens shall utilize this K-factor flat rate for the calculation of Permitted Waste receipts and Host Fees until such time that Facility scales are repaired to a fully operational condition in accordance with Applicable Laws. Athens shall use all Reasonable Business Efforts to immediately and promptly repair and/or replace, in a fully professional manner, scales that are non-functioning and/or functioning at an accuracy or precision that is not compliant with Applicable Laws.

6.12 Scales. Athens shall test and calibrate all scales in accordance with Applicable Law. Upon City request, it shall provide the City with copies of scale testing results, including but not limited to any results from State-conducted inspections. Athens shall further test and calibrate any or all scales upon written request therefore by the City, within three days of such request. If such test results indicate that the scale or scales comply with Applicable Law, the City will reimburse Athens the direct costs of such tests, not including the cost of personnel time utilized in conduction such test. If City-requested test results indicate that the scale or scales did not comply with Applicable Law, then all weight measurements recorded and Host Fees calculated, charged and paid, as the case may be, from the date of such request, shall be adjusted and corrected consistent with the results of such test. Commercial collection vehicles and transfer trucks shall be assigned a number for weighing purposes. Tare weights shall be checked at least annually or promptly upon City request.

6.13 HHW & E-Waste. HHW & E-Waste. The Facility shall endeavor to provide a location for Irwindale residents to dispose of E-Waste free-of-charge, subject to obtaining all necessary permits and completing any necessary environmental review pursuant to CEQA. In addition, Athens will endeavor to establish a permitted HHW disposal area on-Site which will be contingent on funding through the County of Los Angeles, obtaining all necessary permits and completing any addition environmental review as required by CEQA. Upon the construction of a HHW area, recyclable HHW may only be delivered or directed to the HHW collection area depicted in the Final Plans and Specifications during HHW receiving hours; Athens will from thereon recover, process and market such HHW materials. Athens will provide for, or arrange, the recycling and/or reuse of such HHW materials at permitted facilities other than landfills, through licensed contractors, in accordance with Permits and Applicable Law, and will exercise Reasonable Business Efforts to not otherwise dispose of such HHW materials. Athens will further utilize Reasonable Business Efforts to market and sell HHW and/or E-Waste in a socially and environmentally responsible manner, including without limitation, the exercise of Reasonable Business Efforts to avoid the marketing or sale of HHW or E-Waste to entities or foreign nations

reputed for environmental degradation or the commission of human-rights violations in connection with the global HHW or E-Waste market.

6.14 Public Education and Information Program. Athens understands that the Project's success is linked with the perceptions of the local residents and businesses of Irwindale of the proposed Facility. Within thirty (30) days of the projected Commencement of Operations, Athens will prepare and submit to the City for its approval a detailed Public Education and Information Program. City shall provide its comments or indicate approval to Athens within thirty (30) days of receipt of the plan. The all-inclusive public education and outreach program, as approved by the City, will be undertaken by Athens at Athens' sole cost. This program will include professionally prepared and computer generated visual images of the proposed Facility and its relationship to the surrounding area. Athens will host public forums to ensure information about the Project is reviewed with all interested residents and businesses and to facilitate concerns addressed during the environmental review process. Athens will provide detailed and educational materials on the environmental control systems with working examples for the public to review. All materials shall be subject to City review prior to presentation. The Public Education and Information Program will be updated and modified in response to initial public reaction.

6.15 Denial of Service. Athens shall have the right to refuse to provide service to any Person seeking to utilize any component of the Facility if, (i) in the reasonable judgment of Athens, providing service to such Person would result in a risk of loss or liability to Athens, or (ii) such Person fails to comply with Applicable Law or the rules and regulations imposed by Athens in accordance with this Agreement, or (iii) such Person has previously delivered, or attempted to deliver, Unpermitted Waste to the Facility, or (iv) or, Refuse has accumulated beyond Facility capacity or Refuse limits imposed by Permits and/or Applicable Laws, or (v) such Person delivers waste outside established receiving hours, or (vi) emergency circumstances and Uncontrollable Circumstances prevent service to the Person.

6.16 Athens Trucks. Athens shall at all times maintain all vehicles used by Athens in the operation of the Facility ("Facility Vehicles") in good condition, so that each Facility Vehicle operates properly and safely. Athens acknowledges that it is important to the City that Athens presents a professional and pleasing image. Therefore, Athens shall wash all Facility Vehicles and shall repaint all Facility Vehicles (including trim) on a regular basis to present a professional image. Facility Vehicles, for purposes of this Section, do not include vehicles owned and operated by Athens but used solely in connection with Athens' operations unrelated to the operation of the MRF/TS hereunder. Additionally, the condition of the vehicles used by Athens for performance under the Trash Hauling Franchise Agreement shall be governed by the Trash Hauling Franchise Agreement.

a. *Truck Bodies.* All Facility Vehicle bodies shall be constructed of metal, water-tight and leak proof, and shall be constructed to prevent odors and falling, leaking or spilling of Refuse. Each Facility Vehicle shall carry, at all times, a broom and shovel to be used for the immediate removal of any spilled material. Each Facility Vehicle shall also carry a fire extinguisher and first aid kit.

b. *Safety Markings.* Athens shall ensure that all its Facility Vehicles used off-site bear all necessary and appropriate safety features, including highway lighting, flashing and

warning lights, clearance lights, and warning flags, in accordance with the requirements of the California Vehicle Code and other Applicable Law.

c. *Identification.* Athens shall ensure that its name, telephone number, and the vehicle number shall be visibly displayed on all Facility Vehicles in letters and figures not less than six (6) inches high on each side and the rear of each vehicle used off-site. In addition, Athens may design and produce interchangeable signs for its Facility Vehicles containing messages designed to alert the public to special waste management programs in English and additional languages as deemed appropriate by Athens. Athens agrees that all such vehicular signage shall comply with the requirements of the California Vehicle Code and other Applicable Laws.

d. *Registration.* Athens shall register all Facility Vehicles, except those vehicles used solely on the Site, with the California Department of Motor Vehicles in accordance with Applicable Law. Athens shall obtain a certificate of compliance (smog check) issued pursuant to Part 5 of Division 26 of the California Health and Safety Code (Sections 43000, *et seq.*) and the regulations promulgated thereunder and/or a safety compliance report issued pursuant to Division 14.8 of the California Vehicle Code (Section 34500, *et. seq.*) and the regulations promulgated thereunder, as applicable to each Facility Vehicle. Athens shall maintain copies of registration certificates and reports and shall make them available for inspection upon request by the City. Athens shall also obtain and maintain certificates of compliance to comply with SCAQMD fleet vehicle emissions requirements.

e. *Truck Emissions.* All of Athens' Facility Vehicles shall comply with South Coast Air Quality Management District ("SCAQMD") regulations for fleet vehicle emissions. Athens shall provide a fleet of Facility Vehicles sufficient in number and capacity to perform the services required under this Agreement.

6.17 Patents, Trademarks, Licenses. Athens and its affiliates shall hold or possess a right to use all patents, rights to patents, trademarks; copyrights and licenses, as the case may be ("Proprietary Property") of any equipment or software not owned by the City necessary for the performance by Athens of its Performance Guarantees and Operational Obligations and the transactions contemplated by this Agreement and the Agreements. As of the date hereof, Athens represents that it does not know any material conflict regarding rights to Proprietary Property.

6.18 Facility Website; Further Operational Rules and Regulations. Athens shall establish and maintain, at its sole cost, a publicly-accessible website dedicated to informing the public about the Facility, its hours, holiday schedule, location, requirements and guidelines for Selfhaulers using the Facility, and any other Facility information pertinent to public users. The website shall also provide an email address and telephone number for the public to contact Facility management. Athens shall establish guidelines and operating procedures and instructions regarding the use of the Facility by Selfhaulers and members of the public and shall include, without limitation, instructions for the enclosure and/or securing of Refuse in Selfhauler vehicles in order to prevent Refuse spillage or residue. Athens shall prominently post such guidelines and program parameters at the Facility and upon the publicly-accessible website. Persons repeatedly in violation of Athens' guidelines regarding the enclosure and securing of transported Refuse, or Persons who otherwise repeatedly cause Refuse spillage and residue, may be denied service at the

Facility per Section 6.16 herein or Athens may adopt a fine schedule for repeat violations of the enclosure requirement.

6.19 Signage. All Athens' on-Site signage must comply with the City's Sign Ordinance. No advertising material or signs shall be painted, installed, erected or displayed on a building exterior without first obtaining written City approval.

6.20 Non-Discrimination. Athens shall not discriminate in the use of the Facility on account of race, color, national origin, ancestry, religion, sex, marital status or disability.

6.21 Personal Property Taxes. Athens shall pay, before they become delinquent all taxes, assessments, or other charges levied or imposed by any governmental entity on the furniture, trade fixtures, appliances, and other personal property placed by Athens in, on, or about the Facility.

6.22 Payment of Utility Charges. Athens shall pay all charges for the furnishing of gas, water, electricity, telephone services, and other public utilities to the Facility during the Term of this Agreement or any extension thereof, as well as any utility taxes that may be applicable to the Facility.

ARTICLE 7.0
UNPERMITTED WASTE

7.1 Screening and Removal of Unpermitted Waste. Athens shall not knowingly accept Unpermitted Waste at the Facility or elsewhere in the City. Athens shall implement an Unpermitted Waste exclusion program in accordance with Permits and Applicable Law, including video camera filming of Refuse disposal on the tipping floor with record of the date and time thereof, in order to attempt to prevent acceptance of Unpermitted Waste.

Every load coming into the Facility will be visually checked for any suspicious materials such as unlabeled containers, barrels, used motor oils, car batteries, etc. Random documented load checks will be performed daily at the direction of the tipping floor leadership. These inspections must be recorded in the appropriate form provided for that purpose. Athens shall reject any Unpermitted Waste discovered in vehicles or during tipping thereof and require that all Persons remove such Unpermitted Waste from their vehicle and from the Facility. If Athens reasonably determines that it is impracticable to remove such items, then Athens may deem the entire load to comprise Unpermitted Waste and shall have the right to refuse to accept the entire load.

7.2 Inadvertently Accepted Unpermitted Waste. If Athens inadvertently receives delivery of any Unpermitted Waste, it shall classify, treat and/or transport or arrange for the transportation of such Unpermitted Waste from the Facility to a disposal facility that may accept the Unpermitted Waste under Applicable Law, as necessary. Neither Athens nor the City shall countenance or knowingly permit the delivery of Unpermitted Waste to the Facility, nor countenance or knowingly permit the storage of Unpermitted Waste at the Facility.

Any Unpermitted Waste found must be removed using the appropriate protective equipment to the area(s) identified for temporary storage of such materials. The appropriate Facility manager will be informed immediately to arrange moving the materials to the Hazardous Waste Storage Cabinet or hauled off-site for proper disposal, as appropriate, and as described in Section 5.2(b) hereof.

Athens shall pay all costs and expenses incurred in the handling, transportation and disposal of inadvertently-accepted Unpermitted Waste, including any applicable subcontractor charges and fees. The City and Athens shall use Reasonable Business Efforts to identify any Person responsible for the delivery or abandonment of any Unpermitted Waste at the Facility and the Parties shall use Reasonable Business Efforts, or BMPs if applicable, to require such Person to bear all costs and liabilities associated with the handling thereof. The City and Athens shall take all reasonable steps necessary to seek enforcement of Applicable Law regarding such delivery or abandonment.

ARTICLE 8.0
OPERATIONAL OBLIGATIONS RELATING TO ATHENS CRIMINAL ACTIVITY

A default of this Agreement shall occur should Athens' officers or directors have a criminal conviction of any offence relating to solid waste activities anywhere or any activities within the City of Irwindale from a court of competent jurisdiction with respect to:

a. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement; or

b. Bribery or attempting to bribe a public officer or employee of a local, state, or federal agency in that officer or director's or Athens' employee's official capacity; or

c. Embezzlement, racketeering, false claims, false statements, forgery, falsification or destruction of records, obstruction of justice, receiving stolen property, or theft; or

d. A conviction, admission of guilt or pleading of *nolo contendere* to the conduct described in this Section by an Athens officer or director shall constitute a default of this Agreement and all other Agreements relating to the Facility, unless Athens, in its discretion, terminates or replaces the culpable Athens officer or director, as the case may be, with an appropriate officer or director within fifteen (15) days' notice and opportunity following such conviction, admission or pleading of *nolo contendere*.

ARTICLE 9.0
REPORTS, MONITORING & RECORDS

9.1 Quarterly Reports & Transfer and Processing Report.

a. *TPR.* Consistent with CIWMB guidelines, a Transfer and Processing Report ("TPR") shall be developed and maintained on the Facility. This shall include operating procedures for odor reduction, formulated and tested for effectiveness by first-hand experience at Athens' existing facilities, and will be in place from and followed from the first day of operation.

b. *Quarterly Reports.* Athens shall submit quarterly reports to City, wherein Athens certifies to City that it has met its Performance Standards and Operational Obligations under this Agreement during such quarter. If Athens cannot so certify, or if its complaint log evidences, or if the City notifies Athens it has failed to meet any of its Performance Standards and Operational Obligations without cure, then the provisions of Section 5.5 or Article 12.0, as appropriate, may apply on a per-occurrence basis.

9.2 Records Retention. Athens shall use every Reasonable Business Effort to maintain those operational, weighing and business records that are regularly kept in the course of business according to industry practice. Such records shall be retained for a period of not less than five (5) years, or in accordance with Applicable Law, whichever period is longer; provided, Athens may keep videotapes for a period no less than one year. Records shall be maintained in an organized and efficient fashion such that they are readily available upon City request pursuant to this Article.

a. *Host Fee Records.* Athens shall keep daily accurate and complete records of Facility operations with respect to vehicular weight and inbound Refuse tonnage of any nature whatsoever. Such records shall be in paper, electronic, magnetic or other media in sufficient detail to allow Athens to calculate, and City to corroborate, the Host Fee, any damages and other amounts hereunder and to determine compliance with the provisions of this Agreement. All computations, records, files and reports, relating to Host Fee calculations possessed by Athens shall be made available to the City for inspection and copying upon City request therefor or in connection with a "Periodic Financial Audit" or "Annual Monitoring Review." Athens shall furnish such records and other materials to the City no later than ten (10) days after request therefor.

b. *Errors in Host Fee Payments.* Should the Host Fee Records described in Subdivision (a) above indicate that Athens has underpaid any Host Fee to the City, the City shall send a written notice to Athens describing such underpayment and, within seven (7) business days Athens shall pay the shortfall in Host Fee plus a late fee equaling five percent (5%) of the amount of the shortfall.

9.3 Annual Monitoring Review. In addition to any provisions contained elsewhere in this Agreement providing for City investigations of the Site, the City may in good faith review Athens' performance under this Agreement at least once during each twelve (12) month period from the Effective Date to determine whether, on the basis of substantial evidence, Athens has complied in good faith with terms or conditions of this Agreement.

a. *Cost of Review.* The reasonable cost of the annual monitoring review shall be borne by Athens and Athens shall deposit such amount as shall be reasonably required by City to pay for such review within fourteen (14) business days after written notice from the City detailing the costs of review. Prior to each monitoring review, Athens shall deliver to City such information reasonably requested by City demonstrating Athens' good faith compliance with the terms of this Agreement and as required by Applicable Law.

b. *Conduct and Result of Review.* The Public Works Director may conduct the review administratively, or may cause the review to be conducted by his/her designee or a qualified consultant retained by the City at City's cost. If the Public Works Director finds that Athens has substantially complied with the terms and conditions of this Agreement, the review shall be concluded. If said Director finds and determines that Athens has not substantially complied with the terms and conditions of this Agreement for the period under review, the Director may initiate the administrative procedures set forth in Section 5.5 hereof, or the procedures for termination or modification of the Agreement, pursuant to Articles 11 and 12 hereof.

c. *Certificate of Compliance*. If at the conclusion of a periodic review the City finds that Athens is in substantial compliance with this Agreement, the City shall, upon request by Athens, issue an Estoppel Certificate to Athens pursuant to Section 15.2.

d. *Failure to Conduct Annual Review*. The failure of the City to conduct the Annual Review shall not be a default.

9.4 Periodic Financial Audits. City may also audit the tonnage, revenues and payments to the City at any time or may perform an additional audit based on the request of complainants, in its sole discretion. If City requests such an audit in addition to the annual audit provided by Athens with payment of the Host Fees, City will pay for the cost of the tonnage audit unless the audit reflects a discrepancy (negative) greater than three percent (3%) of the Host Fees due to the City, in which case Athens shall pay for such audit; provided that any such audit conducted in accordance with any Enhanced Performance Review shall be a part of the Enhanced Performance Review and paid for thereunder. In addition, in the event of an audit generated by complaints, if any violations or significant issues are identified, Athens shall reimburse the City for any costs incurred in performing the audit; City recognizes that said financial data is confidential and proprietary to Athens and, to the extent allowed by law, agrees to work cooperatively to ensure that such information will not be publicly disclosed, subject to Section 9.8 hereof.

9.5 Enhanced Performance Review. City may conduct one (1) Enhanced Performance Review every five (5) year period following the Effective Date of this Agreement. Athens will make a deposit to pay the total cost of the Annual and Enhanced Performance Review, and pay the actual cost therefore. Athens shall fully cooperate with the Public Works Director and his staff and consultants conducting the reviews. An Enhanced Performance Review may consider, at minimum, the following:

a. Any bona fide complaints received by the City about the approved operations, activities and events; and

b. Any negative impacts to the City, as identified by City staff, which have not been resolved with Athens. Negative impacts may also include impacts upon municipal revenue(s); and

c. Violations of any of the Performance Standards; and

d. Performance of periodic audits per Sections 9.3 and 9.4.

An Enhanced Performance Review may be undertaken administratively by the Public Works Director, or by the City Council or such other authority as the City Council may direct. The Enhanced Performance Review will incorporate the same procedures and remedies outlined in Section 9.3 above.

9.6 City Inspection. In addition, the City shall have the right, but not the obligation, to informally observe and inspect Facility operations at any time. In connection therewith, City and its representatives authorized by the City Manager shall have the right to enter the Facility at any time and speak to the designated Facility manager or other person then in actual managerial control of the Facility; such City representatives shall have access to the Facility at all times, provided that

they shall comply with the Athens' reasonable safety and security rules and shall not interfere with the work of Athens or its subcontractors. Upon City request, Athens shall make specified personnel available to accompany City employees on inspections. Athens shall ensure that its employees cooperate with the City and respond to the City's inquiries. Athens shall make operational, weighing and business records available to the City during Facility receiving hours upon City request; Athens shall provide City copies thereof at City's request.

9.7 Public Records Act. Athens acknowledges and agrees that information submitted to the City pursuant to this Agreement may be subject to compulsory disclosure by the City upon request from a member of the public under the California Public Records Act, Government Code Section 6250, *et seq*. The City acknowledges and agrees that certain information which may be disclosed by Athens or which Athens may be required to submit pursuant to the Agreement may be considered as confidential, proprietary, or a trade secret by Athens. The City agrees to protect the confidentiality of materials submitted to it to the extent permitted by Applicable Law including the Public Records Act. Athens shall specifically and clearly designate all materials as "CONFIDENTIAL" which it wishes the City to treat in confidence and withhold from public disclosure to the extent permitted by Applicable Law, including the Public Records Act. The City agrees not to voluntarily disclose any materials so designated to persons other than officers, attorneys, employees and consultants of the City involved in financing, overseeing and operating the Facility.

a. If the City receives a request from a third party to review and/or copy material designated as "CONFIDENTIAL" it will inform Athens and will permit Athens to present arguments and facts to the City in support of the position that the material is entitled to an exemption from disclosure under the Public Records Act and should not be released. Athens acknowledges that City has ten (10) days to respond to any public records request and that any such argument and facts in support of Athens' assertion of an exemption must be delivered to the City early enough to be considered by the City and incorporated by the City in its response to the party requesting documents.

b. If the City determines that the material is not entitled to an exemption and that it must be released, the City will advise Athens of such determination prior to releasing the material so that Athens may seek a court order enjoining its release. If the City determines that the material is entitled to an exemption, and the person who requested the information files a legal action seeking its release, the City will advise Athens and will not oppose a motion by Athens to intervene in the action. Further, in such situation Athens shall intervene in the action and indemnify and hold City harmless from all legal expenses incurred in defending the action as well as any attorneys' fees which may be awarded to such third party, and the City shall tender its defense to Athens.

c. Notwithstanding the foregoing, City shall have no liability for damages to Athens due to the disclosure of any information which Athens believes to be confidential or a trade secret.

ARTICLE 10.0
TRANSFER

10.1 Definition of Transfer. As used in this Section, the term "Transfer" shall include any hypothecation, mortgage, pledge, or encumbrance of this Agreement or the Facility by Athens, subject to the exceptions set forth in Section 10.3 below. A Transfer shall also include the transfer to any person or group of persons acting in concert of more than thirty percent (30%) of the present equity ownership and/or more than thirty percent (30%) of the voting control of Athens (jointly and severally referred to herein as the "Trigger Percentages"), taking all transfers into account on a cumulative basis, except transfers of such ownership or control interest to an affiliate owned or controlled by the present beneficial owners of Athens or members of their immediate family, or between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the transferor's immediate family. A transfer of interests (on a cumulative basis) in the equity ownership and/or voting control of Athens in amounts less than Trigger Percentages shall not constitute a Transfer subject to the restrictions set forth herein. In the event Athens or its successor is a corporation or trust, such Transfer shall refer to the transfer of the issued and outstanding capital stock of Athens, or of beneficial interests of such trust; in the event that Athens or any general partner comprising Athens is a limited or general partnership or a limited liability company, such Transfer shall refer to the transfer of more than the Trigger Percentages in the limited or general partnership or limited liability company interest; in the event that Athens or any general partner is a joint venture, such Transfer shall refer to the transfer of more than the Trigger Percentages of such joint venture partner, taking all transfers into account on a cumulative basis.

10.2 Transfers Require Approval. Athens shall not Transfer this Agreement or any of Athens' rights hereunder, or any interest in the Facility or in the improvements thereon, directly or indirectly, voluntarily or by operation of law, except as provided below, without the prior written approval of City, and if so purported to be transferred, the same shall be null and void. Athens will submit its request for City consent to the City together with documents, including but not limited to: (i) the transferee's audited financial statements for at least the immediately preceding three (3) operating years; (ii) proof that the proposed transferee has municipal solid waste management experience on a scale equal to or exceeding the scale of operations conducted by Athens; (iii) proof that in the last five (5) years, the proposed transferee has not suffered any citations or other censure from any federal, state, or local agency having jurisdiction over its waste management operations due to any significant failure to comply with federal, state, or local waste management law and that the transferee has provided the City with a complete list of such citations and censures; (iv) proof that the proposed transferee has at all times conducted its operations in an environmentally safe and conscientious fashion; (v) proof that the proposed transferee conducts its municipal solid waste management practices in accordance with sound waste management practices in full compliance with all federal, state, and local laws regulating the collection and disposal of waste, including hazardous waste; (v) proof that the transferee's officers or directors have no criminal convictions constituting a default under Article 8; and (vi) any other information required by the City to ensure the proposed transferee can fulfill the terms of the Agreements, including the payment of indemnities and damages and provision of bonds and/or performance standards, in a timely, safe, and effective manner.

10.3 Exceptions. The requirement to obtain City approval for a Transfer shall not apply to any of the following:

a. Any mortgage, deed of trust, sale/lease-back, a pledge of equity collateral, or other form of conveyance for financing and any resulting foreclosure therefrom.

b. The granting of easements or dedications to any appropriate governmental City or utility or permits to facilitate the operation of the Facility.

c. A sale or transfer resulting from or in connection with a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation.

d. A sale or transfer to an affiliate of Athens owned or controlled by the present beneficial owners of Athens or members of their immediate family, or between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the transferor's immediate family.

10.4 Assumption of Obligations. No attempted Transfer of any of Athens' obligations hereunder shall be effective unless and until the successor party executes and delivers to City an assumption agreement in a form approved by the City assuming such obligations. Following any such assignment or Transfer of any of the rights and interests of Athens under this Agreement, the exercise, use and enjoyment shall continue to be subject to the terms of this Agreement to the same extent as if the assignee or transferee were Athens.

10.5 Release of Athens. City's consent to a Transfer shall not be deemed to release Athens of liability for performance under this Agreement unless such release is specific and in writing executed by City, which release shall not be unreasonably withheld. Upon the written consent of City to the complete assignment of this Agreement and the express written assumption of the assigned obligations of Athens under this Agreement by the assignee, Athens shall be relieved of its legal duty from the assigned obligations under this Agreement, except to the extent Athens is in default under the terms of this Agreement prior to said Transfer.

10.6 Athens to Pay Transfer Costs. Athens will pay City its reasonable expenses for attorneys' fees and investigation costs necessary to investigate the suitability of any proposed transferee or assignee, and to review and finalize any documentation required as a condition for approving any such Transfer.

ARTICLE 11.0
AMENDMENTS

11.1 Initiation of Amendment. Either Party may propose an amendment to this Agreement.

11.2 Procedure. Except as set forth in Section 11.4 below, the procedure for proposing and adopting an amendment to this Agreement shall be the same as the procedure required for entering into this Agreement in the first instance.

11.3 Consent. Except as expressly provided in this Agreement, no amendment to all or any provision of this Agreement shall be effective unless set forth in writing and signed by duly authorized representatives of each of the Parties hereto.

11.4 Minor Modifications.

a. Implementation of Facility operations may require minor modifications of the details of the Parties under this Agreement. The Parties desire to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. Therefore, non-substantive and procedural modifications of the Facility operations shall not require modification of this Agreement.

b. A modification will be deemed non-substantive and/or procedural if it does not result in a material change in fees, intensity of use, permitted uses, the maximum height and size of buildings, the reservation or dedication of land for public purposes, the improvement and construction standards and specifications for the Facility, the quality of Athens' services or ability of Athens to fulfill all Performance Standards, Operational Obligations, changes of less than 10% unless otherwise specified herein or in other Agreements, Permit requirements or Applicable Law.

c. Notwithstanding the foregoing, City will process any change to this Agreement consistent with State law and will hold public hearings therein if so required by State law and the Parties expressly agree nothing herein is intended to deprive any Party or Person of due process of law.

11.5 Effect of Amendment to this Agreement. The Parties agree that except as expressly set forth in any such amendment, an amendment to this Agreement will not alter, affect, impair, modify, waive, or otherwise impact any other rights, duties, or obligations of either Party under this Agreement.

ARTICLE 12.0
DEFAULT, REMEDIES AND TERMINATION

12.1 Rights of Nondefaulting Party after Default. The Parties acknowledge that both Parties shall have hereunder all legal and equitable remedies as provided by law following the occurrence of a default (as defined in Section 12.2 below) or to enforce any covenant or agreement herein. Before this Agreement may be terminated or action may be taken to obtain judicial relief the Party seeking relief for a default ("Nondefaulting Party") shall comply with the notice and cure provisions of Section 12.2.

12.2 Notice of Default and Opportunity to Cure. A Nondefaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other Party ("Defaulting Party") in its performance of a material duty or obligation of said Defaulting Party under the terms of this Agreement. However, the Nondefaulting Party must provide written notice to the Defaulting Party setting forth the nature

of the breach or failure and the actions, if any, required by Defaulting Party to cure such breach or failure ("Default Notice"). Upon receiving a Default Notice, at the election of either Party, the Parties may meet to develop a written corrective action plan ("Correction Plan") to prevent further occurrence of the problematic conditions established in the Notice. The Correction Plan shall be finally prepared by the City (or, at the election of the City, by Athens) within ten (10) business days after the meeting between the Public Works Director and/or City Manager or his/her designee and Athens. The Correction Plan may include additional procedures, as deemed necessary by the Public Works Director and/or City Manager designee, to assure that in the future the Facility will be operated in compliance with this Agreement.

a. The Defaulting Party shall be deemed in "default" under this Agreement, where: (i) said breach or failure can be cured, but the Defaulting Party has failed to fully cure, or, in the case of a default that cannot be fully cured within thirty days, commences and diligently pursues a cure within thirty (30) days after the date of the Default Notice (subject to the provisions below), or (ii) a monetary default remains uncured for ten (10) days (or such lesser time as may be specifically provided in this Agreement).

12.3 Non-Monetary Defaults; Longer Cure Period. The Defaulting Party on a non-monetary default shall not be deemed in breach of this Agreement, and such default shall be waived, if such non-monetary default cannot reasonably be cured within the above-prescribed thirty-day period, and as long as the Defaulting Party does each of the following:

a. Notifies the Nondefaulting Party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the thirty (30) day period;

b. Notifies the Nondefaulting Party of the Defaulting Party's proposed cause of action to cure the default;

c. Promptly commences to cure the default within the thirty (30) day period;

d. Makes periodic reports to the Nondefaulting Party as to the progress of the program of cure; and

e. Diligently prosecutes such cure to completion.

12.4 Termination Upon Default. Upon receiving a Default Notice, should the Defaulting Party fail to timely cure any default, or fail to diligently pursue such cure as prescribed above, the Nondefaulting Party may, in its discretion, provide the Defaulting Party with a written notice of intent to terminate this Agreement and other Agreements ("Termination Notice"). The Termination Notice shall state that the Nondefaulting Party will elect to terminate the Agreement and such other Agreements as the Nondefaulting Party elects to terminate within thirty (30) days and state the reasons therefor (including a copy of any specific charges of default) and a description of the evidence upon which the decision to terminate is based. Once the Termination Notice has been issued, the Nondefaulting Party's election to terminate Agreements will only be waived if (i) the Defaulting Party fully and completely cures all defaults prior to the date of termination, or (ii) pursuant to Section 12.5, below.

12.5 Athens Hearing Opportunity Prior to Termination. If Athens is the Defaulting Party pursuant to Section 12.2 above, then the City's Termination Notice to Athens shall additionally specify that Athens has the right to a hearing prior to the City's termination of any Agreements ("Termination Hearing"). The Termination Hearing shall be scheduled as an open public hearing item at a regularly-scheduled City Council meeting within thirty (30) days of the Termination Notice, subject to any legal requirements including but not limited to the Ralph M. Brown Act, Government Code Sections 54950-54963. At said Termination Hearing, Athens shall have the right to present evidence to demonstrate that it is not in default and to rebut any evidence presented in favor of termination. Based upon substantial evidence presented at the Termination Hearing, the Council may, by adopted resolution, act as follows:

a. Decide to terminate this Agreement and the other Agreements, except as the City Council shall otherwise direct by resolution; or

b. Determine that Athens is innocent of a default and, accordingly, dismiss the Termination Notice and any charges of default; or

c. Impose conditions on a finding of default and a time for cure, such that Athens' fulfillment of said conditions will waive or cure any default.

Findings of a default or a conditional default must be based upon substantial evidence supporting the following two findings: (i) that a default in fact occurred and has continued to exist without timely cure, and (ii) that such default has, or will, cause a material breach of this Agreement and/or a substantial negative impact upon public health, safety and welfare, the environment, the City or the financial terms established in the Agreements, Facility operations, or such other interests that the City and public may have in the Facility.

12.6 Interest on Monetary Default. In the event Athens fails to perform any monetary obligation under this Agreement, Athens shall pay interest thereon at the rate of ten percent (10%) per annum from and after the due date of said monetary obligation until payment is actually received by City.

12.7 Cross-default. In the event that the City Council, following a hearing on an Athens default pursuant to Section 12.5 hereof, determines to terminate this Agreement as a remedy for such default, such determination shall concurrently cause termination of the other Agreements, except as the City Council shall otherwise direct by resolution.

12.8 Continued Lawful Use of Facility After Termination of This Agreement. Termination or expiration of this or the other Agreements shall not restrict Athens from future use of the Site in accordance with then-current Applicable Laws, including but not limited to zoning of the Site and any requirements of the City's entitlement process. To this end, the termination of the Agreement shall terminate, at a minimum and without limitation, the grant-of-franchise effected by Article 2.0 hereof. The Host Fee shall terminate when the Facility ceases to be used for the receipt, processing and transfer of waste.

12.9 Liquidated Damages. If a Default Notice is issued and thereafter it is concluded that a default in fact occurred and continued to exist without timely cure, then liquidated damages may be assessed against Athens (as liquidated damages and not a penalty) by the Public Works

Director and/or City Manager designee in the amount of $500 for every day the condition persisted or persists. Further, if a violation for which liquidated damages were assessed recurs on three (3) or more days within a 60-day period following any assessment of liquidated damages, then starting on the fourth (4th) day that such violation either persists or recurs the amount of liquidated damages shall increase to $750 per day; violations subject to this escalation must be of the same type or category in order for enhanced liquidated damages to apply. In the event of a major violation, as defined in Section 5.5(e) above, damages shall not be ascertained in an amount of $500, but rather the sum assessed shall be $1000 per occurrence from the initial major violation.

a. *Basis for Liquidated Damages*. The Parties further recognize that if Athens continues to fail to observe its Performance Standards or Operational Standards, fails to prevent and remediate nuisance conditions, or fails to cooperatively undertake the immediate cure of any violation in a timely manner, the City and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which City and its citizens will suffer. Therefore, the Parties agree that the liquidated damages established herein represent a reasonable estimate of the amount of such damages for such specific violations, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of these liquidated damage provisions prior to entering this Agreement.

Athens' Initials _____ City's Initials _____

ARTICLE 13.0
INDEMNITY AND ENVIRONMENTAL LIABILITY

13.1 Indemnity Obligations. Athens will be required to protect, defend, indemnify and hold harmless City, Agency and their elected officials, officers, employees, volunteers and agents ("Indemnified Parties") from and against any and all Claims or Litigation, in addition to Athens' indemnity obligations with regard to Hazardous Material set forth in Section 13.2(c). Such indemnification shall not cover any Claim or Litigation due to the extent of the negligence or willful acts of the Indemnified Parties or the Indemnified Parties have received compensation from an insurance carrier for the full amount of such Claim. Such indemnification shall be limited to Claims or Litigation resulting directly from Athens services and obligations under the terms of the Agreements and will survive the termination of the Agreements.

13.2 Hazardous Materials. Athens understands and agrees that in the event Athens incurs any loss or liability concerning Hazardous Materials (as hereinafter defined) and/or oil wells and/or underground storage tanks and/or pipelines whether attributable to events occurring prior to or following the Effective Date of this Agreement, then Athens may look to current or prior owners of the Site, but under no circumstances shall Athens look to City or Agency for any liability or indemnification regarding Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines. Athens, and each of the entities constituting Athens, if any, hereby waives, releases, remises, acquits and forever discharges and its officers, employees, and agents of and from any and all Environmental Claims, Environmental Cleanup Liability and Environmental

Compliance Costs, as those terms are defined below, and from any and all actions, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, loss, costs, liabilities and expenses, which concern or in any way relate to the physical or environmental conditions of the Site, the existence of any Hazardous Material thereon, or the release or threatened release of Hazardous Materials therefrom, whether existing prior to, at or after the Certificate of Completion (as such term is defined in the DA). It is the intention of the Parties pursuant to this release that any and all responsibilities and obligations of City or Agency and any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of Athens, its successors, assigns or any affiliated entity of Athens, arising by virtue of the physical or environmental condition of the Site, the existence of any Hazardous Materials thereon, or any release or threatened release of Hazardous Material therefrom, are by this Release provision declared null and void and of no present or future force and effect as to the Parties. In connection therewith, Athens and each of the entities constituting Athens, expressly agree to waive any and all rights which said Party may have under Section 1542 of the California Civil Code which provides as follows:

> ***"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."***

ATHENS' INITIALS: _____ CITY'S INITIALS: _____

a. *Indemnity*. In addition to its indemnity obligations in Section 13.1, Athens shall protect, defend, indemnify and hold harmless the Indemnified Parties (defined in Section 13.1) from and against any and all Environmental Claims, Environmental Cleanup Liability, Environmental Compliance Costs, and any other claims, actions, suits, legal or administrative orders or proceedings, demands or other liabilities resulting at any time from the release or threatened release of any Hazardous Materials of any kind whatsoever in, on or under the Site at any time after construction of Site improvements and whether arising due to construction or thereafter, due to Facility operations, and including, but not limited to, all foreseeable and unforeseeable damages, fees, costs, losses and expenses, including any and all attorneys' fees and environmental consultant fees and investigation costs and expenses, directly or indirectly arising therefrom, and including fines and penalties of any nature whatsoever, assessed, levied or asserted against any Indemnified Parties to the extent that the fines and/or penalties are the result of a violation or an alleged violation of any Environmental Law. Athens further agrees that in the event it obtains, from former or present owners of the Site or any other persons or entities, releases from liability, indemnities, or other forms of hold harmless relating to the subject matter of this Section, Athens shall use its diligent efforts to obtain for City the same releases, indemnities and other comparable provisions.

b. *Definitions*. For purposes of this Section 13.2, the following terms shall have the following meanings.

(1) "Environmental Claim" means any claim for personal injury, death and/or property damage made, asserted or prosecuted by or on behalf of any third party,

including, without limitation, any governmental entity, relating to the Site or its operations and arising or alleged to arise under any Environmental Law.

(2) "Environmental Cleanup Liability" means any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination or any Hazardous Materials on or under all or any part of the Site, including the ground water thereunder, including, without limitation, (i) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (ii) any cost, expense, loss or damage incurred with respect to the Site or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

(3) "Environmental Compliance Cost" means any cost or expense of any nature whatsoever necessary to enable the Site to comply with all applicable Environmental Laws in effect. "Environmental Compliance Cost" shall include all costs necessary to demonstrate that the Site is capable of such compliance.

(4) "Environmental Law" means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (i) pollution or protection of the environment, including natural resources, (ii) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities, or (iv) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

(5) "Hazardous Material" is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (i) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (ii) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (iii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iv) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (v) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (vi) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (ix) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x)

designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. Section 1317; (xi) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.* (42 U.S.C. § 6903); (xii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq.* (42 U.S.C. § 9601); (xiii) defined as "Hazardous Material" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, *et seq.*; or (xiv) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time hereafter, in effect.

13.3 Participation in Litigation; Indemnity. Athens agrees to indemnify City and its elected boards, commissions, officers, agents and employees and will hold and save them and each of them harmless from any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations and expenses (including but not limited to attorneys' fees and costs) against the City and/or Agency for any Claims or Litigation. City shall promptly provide Athens with notice of the pendency of any such Claims or Litigation for which Athens has responsibility under this Article 13, and request that Athens defend the same. If City fails promptly to notify Athens of any such Claims or Litigation or fails to cooperate fully in the defense thereof, Athens shall not, thereafter, be responsible to defend, indemnify, or hold harmless City. Athens may utilize the City Attorney's office or use legal counsel of Athens' choosing, but shall reimburse City for any necessary legal cost incurred by City. If Athens fails to do so, City may defend the Claims or Litigation and Athens shall pay the cost thereof, but if City chooses not to defend the Claims or Litigation, it shall have no liability to Athens. Athens' obligation to pay the defense cost shall extend until judgment and thereafter through any appeals. In the event of an appeal, or a settlement offer, the Parties will confer in good faith as to how to proceed and the resolution of any such appeal and the Parties' response to any such settlement offer shall require the consent of both Parties, which consent shall not be unreasonably withheld. Notwithstanding the foregoing however, City shall have the unilateral right to settle such Claims or Litigation brought against it in its sole and absolute discretion at any time after the elapse of two (2) years from the filing of a court action on any Claims or Litigation and Athens shall remain liable hereunder for the Claims and Litigation provided that (i) if the settlement would reduce the density or intensity of the Project by thirty-three percent (33%) or more, and (ii) Athens opposes the settlement, then if City still unilaterally determines to settle such Claims or Litigation, then City shall be responsible for its own litigation expense and shall promptly reimburse Developer for reasonable litigation costs actually paid by Athens (with the burden on Athens to document and prove such costs) but shall bear no other liability to Athens.

13.4 Survival of Indemnity Objections. Notwithstanding any other provision of this Agreement, Athens' release and indemnification as set forth in the provisions of this Article 13, shall survive the termination of this Agreement and shall continue in perpetuity.

ARTICLE 14.0
BODILY INJURY, PROPERTY DAMAGE, AND WORKERS' COMPENSATION INSURANCE

14.1 Types of Insurance. Prior to the entry of Athens on the Site and throughout the Term of this Agreement, Athens shall procure and maintain (or cause to be procured and maintained), at its sole cost and expense, in a form and content reasonably satisfactory to City, the following policies of insurance:

a. Garage Liability or Commercial General Liability Insurance (collectively "CGL"). Athens shall keep or cause to be kept in force for the mutual benefit of City and Athens CGL insurance against claims and liability for personal injury or death arising from the use, occupancy, disuse or condition of the Site, improvements or adjoining areas or ways, affected by such use of the Site or for property damage, providing protection of at least Five Million Dollars ($5,000,000.00) for bodily injury or death to any one person, at least Five Million Dollars ($5,000,000.00) for any one accident or occurrence, and at least One Million Dollars ($1,000,000.00) for property damage.

b. Builder's Risk Insurance. Athens shall procure and shall maintain (or cause to be procured and maintained) in force "all risks" builder's risk insurance including vandalism and malicious mischief, covering improvements in place and all material and equipment at the job site furnished under contract, but excluding contractor's, subcontractor's, and construction manager's tools and equipment and property owned by contractor's or subcontractor's employees, with limits in accordance with subsection (a) above.

c. Workers' Compensation. Athens shall also furnish or cause to be furnished to City evidence reasonably satisfactory to it that any contractor with whom Athens has contracted for the performance of any work for which Athens is responsible hereunder carries workers' compensation insurance as required by law.

d. Other Insurance. Athens may procure and maintain any insurance not required by this Agreement.

14.2 Insurance Policy Form, Content and Insurer. All insurance required by express provisions hereof shall be carried only by insurance companies authorized to do business by California, rated "A-" or better in the most recent edition of Best Rating Guide, and only if they are of a financial category Class VIII or better, unless such insurance is not available from companies meeting such standards at a commercially reasonable price and City agrees in writing to different standards. All such property policies shall contain language, to the extent obtainable, to the effect that (i) any insured loss shall be payable notwithstanding any unintentional act of negligence of City or Athens that does not result in the forfeiture of the insurance; (ii) Athens waives the right of subrogation against City and against City's agents and representatives; (iii) the policies are primary and noncontributing with any insurance that may be carried by City; and (iv) the policies cannot be canceled or have limits, coverage or deductibles materially changed except after thirty (30) days' written notice by the insurer to City or City's designated representative. Athens shall furnish City with certificates evidencing the insurance. City shall be named as

additional insured on all policies of insurance required to be procured by the terms of this Agreement other than workers' compensation insurance.

14.3 Failure to Maintain Insurance and Proof of Compliance. Athens shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required hereunder within the following time limits: (a) for insurance required above, prior to entry of Athens on the Site and the commencement of any construction by or on behalf of Athens; and (b) for any renewal or replacement of a policy already in existence, simultaneously with the expiration or termination of the existing policy. If Athens fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish City with required proof that the insurance has been procured and is in force, such failure shall be a default hereunder, subject to the applicable cure period.

ARTICLE 15.0
EFFECT OF AGREEMENT ON TITLE; ESTOPPEL

15.1 Binding on Successors. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring any rights or interests in Athens' Facility, or any portion thereof, whether by operation of laws or in any manner whatsoever and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns.

15.2 Estoppel Certificates. Either Party may at any time deliver written notice to the other Party requesting an estoppel certificate (the "Estoppel Certificate") stating:

a. The Agreement is in full force and effect and is a binding obligation of the Parties; and

b. The Agreement has not been amended or modified either orally or in writing or, if so amended, identifying the amendments; and

c. That no enforcement actions are outstanding or if so the status thereof.

15.3 A Party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting Party within thirty (30) days after receipt of the request. Athens shall pay all City's cost incurred in issuing such Estoppel Certificate requested by Athens.

ARTICLE 16.0
CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

16.1 Non-liability of City Officers and Employees. No official, agent, contractor, or employee of City shall be personally liable to Athens, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Athens or to its successor, or for breach of any obligation of the terms of this Agreement.

16.2 Conflict of Interest. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision to the Agreement which affects the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute, regulation or Applicable Law.

16.3 Covenant Against Discrimination. Athens covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of this Agreement. Athens shall take affirmative action to insure that employees are treated during employment without regard to their race, color, creed religion, sex, marital status, sexual orientation, national origin or ancestry.

ARTICLE 17.0
GENERAL

17.1 Waivers. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter. Once the City and Athens have approved all of the Agreements and development approvals, Athens shall be deemed to have waived any claim that any condition of the development approvals is improper or that the approval constitutes a breach of the provisions of this Agreement.

17.2 Construction of This Agreement. The language of this Agreement shall be construed as a whole and given its fair meaning. The captions of the sections and subsections are for convenience only and shall not influence construction. This Agreement shall be governed by the laws of the State of California. This Agreement shall not be deemed to constitute the surrender or abrogation of the City's governmental powers over the Site.

17.3 Severability. If any provision of this Agreement is adjudged invalid, void or unenforceable, that provision shall not affect, impair, or invalidate any other provision, unless such judgment affects a material part of this Agreement in which case this Agreement shall be amended, as necessary, in order to comply with such judicial decision.

17.4 Venue. In the event of any legal proceeding arising from the terms of this Agreement, venue shall be the State of California, in the County of Los Angeles.

17.5 Attorney's Fees. If either Party to this Agreement is required to initiate or defend a court action or proceeding brought by the other Party, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have

accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted.

17.6 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element, and the resolution of any dispute which may arise concerning the obligations of Athens and City as set forth in this Agreement.

17.7 Force Majeure. The time within which Athens or the City shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days during which performance of such act is delayed due to an Uncontrollable Circumstance. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the Uncontrollable Circumstance, if written notice by the Party claiming such extension is sent to the other Party within thirty (30) days of knowledge of the commencement of the Uncontrollable Circumstance. Any act or failure to act on the part of a Party shall not excuse performance by that Party.

17.8 Notice. Notices provided pursuant to this Section shall be deemed received at the date of delivery as shown on the affidavit of personal service or the Postal Service or overnight courier receipt.

a. *To Athens.* Any notice required or permitted to be given by the City to Athens under this Agreement shall be in writing and (i) delivered personally to Athens or (ii) mailed with postage fully prepaid, registered or certified mail, return receipt requested, or (iii) deposited with a recognized overnight courier service, addressed as follows:

Arakelian Enterprises, Inc., dba Athens Services
Attn: President
P.O. Box 6009
City of Industry, CA 91716-0009
Attention: President

With a copy to:
Manatt, Phelps & Phillips, LLP
Attn: Victor De la Cruz
11355 W. Olympic Blvd.
Los Angeles, CA 90064

or such other address as Athens may designate in writing to the City.

b. *To the City.* Any notice required or permitted to be given by Athens to City under this Agreement shall be in writing and (i) delivered personally to the City Manager, (ii) mailed with postage fully prepaid, registered or certified mail, return receipt requested, or (iii) deposited with a recognized overnight courier service, addressed as follows:

City of Irwindale
Attn: City Manager
5050 North Irwindale Avenue

Irwindale, CA 91706

With a copy to:
Aleshire & Wynder, LLP
Attn: Adrian R. Guerra
18881 Von Karman Ave., Ste 1700
Irvine, CA 92612

or such other address(es) as the City may designate in writing to Athens.

17.9 Continuing Liabilities. After termination of this Agreement, both Parties shall remain liable for all costs, reimbursements and damages that may be applicable through this or the other Agreements, as well as any liquidated damages that have accrued pursuant to Section 5.5 hereof; nothing herein is intended to waive or limit the remedies available to either Party upon breach, termination or default of those Agreements.

17.10 Survival. All indemnity obligations set forth herein shall survive termination of this Agreement.

17.11 No Third Party Beneficiaries. The only Parties to this Agreement are Athens and City. There are no third party beneficiaries, and this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person whatsoever.

17.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

17.13 Relationship of Parties. It is specifically understood and agreed by and between the Parties that the Project is a private development and private operation, that neither Party is acting as the agent of the other in any respect hereunder, and that such Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. The only relationship between City and Athens is that of a government entity regulating the operation of private property and the owner of such private property.

17.14 Entire Agreement. Except as this Agreement may be implemented through the other Agreements, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and this Agreement supersedes all previous negotiations, discussions, and agreements between the Parties. No parole evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement.

17.15 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

17.16 Counterparts. This Agreement may be executed in counterparts, each of which shall be construed together and have the same effect as if all Parties executed the same copy.

17.17 Authority to Execute. The Persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, (iv) the entering into of this Agreement does not violate any provision of any other Agreement to which said Party is bound and (v) there is no litigation or legal proceeding which would prevent the Parties from entering into this Agreement.

[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF IRWINDALE,
a California municipal corporation

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

ATHENS:

ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES, a California Corporation

By:_____
Name: _____
Title:_____

By:_____
Name: _____
Title:_____

Address:_____
_____
_____

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

Facility Scope & Components

EXHIBIT A
FACILITY SCOPE & COMPONENTS

ATHENS proposes to construct the Project on the Site in up to three (3) phases, based on market demand and the capacity constraints of the phase(s) of the Project then-constructed; provided Phase I shall include, at a minimum, the Construction and Debris, Self-Haul –Construction and Debris, Employee Area, and Convenience Store, each having the approximate square footage shown below. The proposed improvements consist of the following proposed uses and approximate square footages to be developed by Athens pursuant to the terms of this Agreement:

Project Element	Aggregate Approximate Square Footage
Construction and Debris	41,500 s.f.
Self-Haul – Construction & Debris	52,000 s.f.
Employee Area	9,249 s.f.
Convenience Store	2,587 s.f.
Scale House (4 Total)	200 s.f.
Office	12,780 s.f.
MRF/Transfer Station	104,732 s.f.
Material Staging	25,000 s.f.
Maintenance	17,180 s.f.
TOTAL:	Approx. 265,228 s.f.

EXHIBIT "B"
Site Legal Description and Depiction

LEGAL DESCRIPTION

Real property in the City of Irwindale, County of Los Angeles, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. 22152, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 231 PAGES 15 THROUGH 18 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8535-001-911

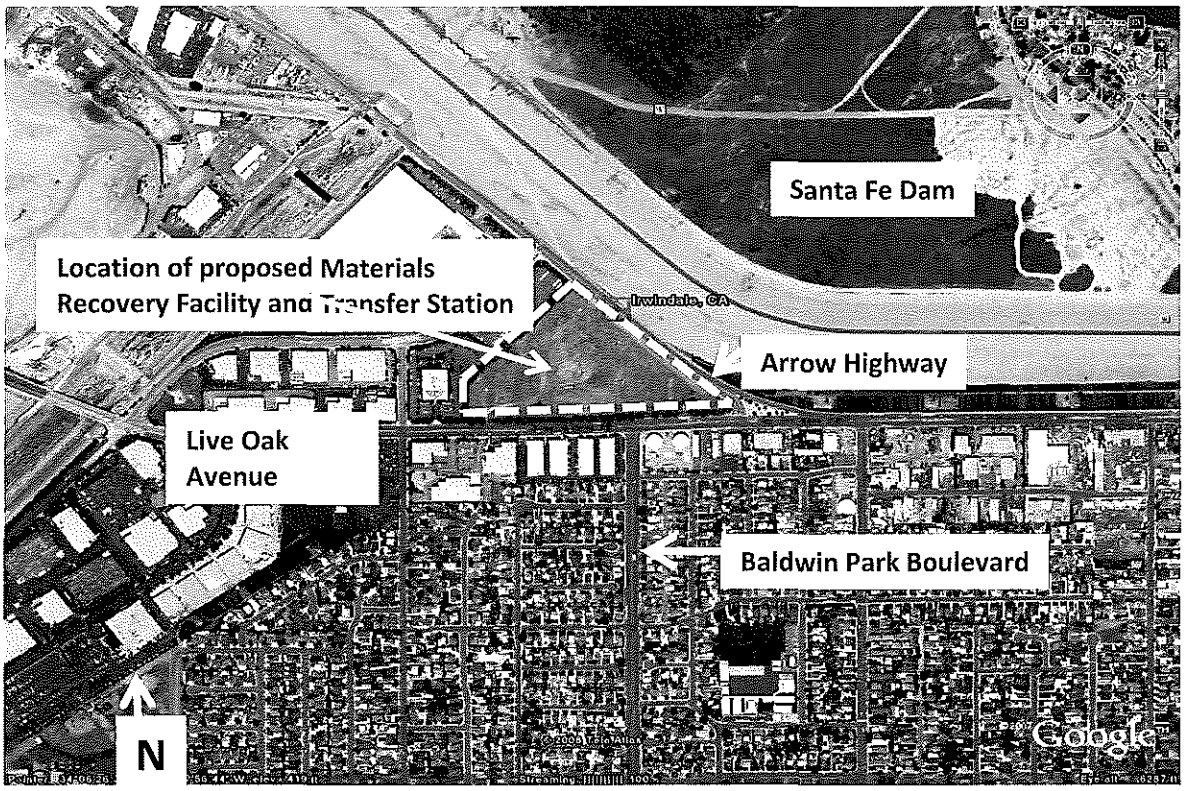
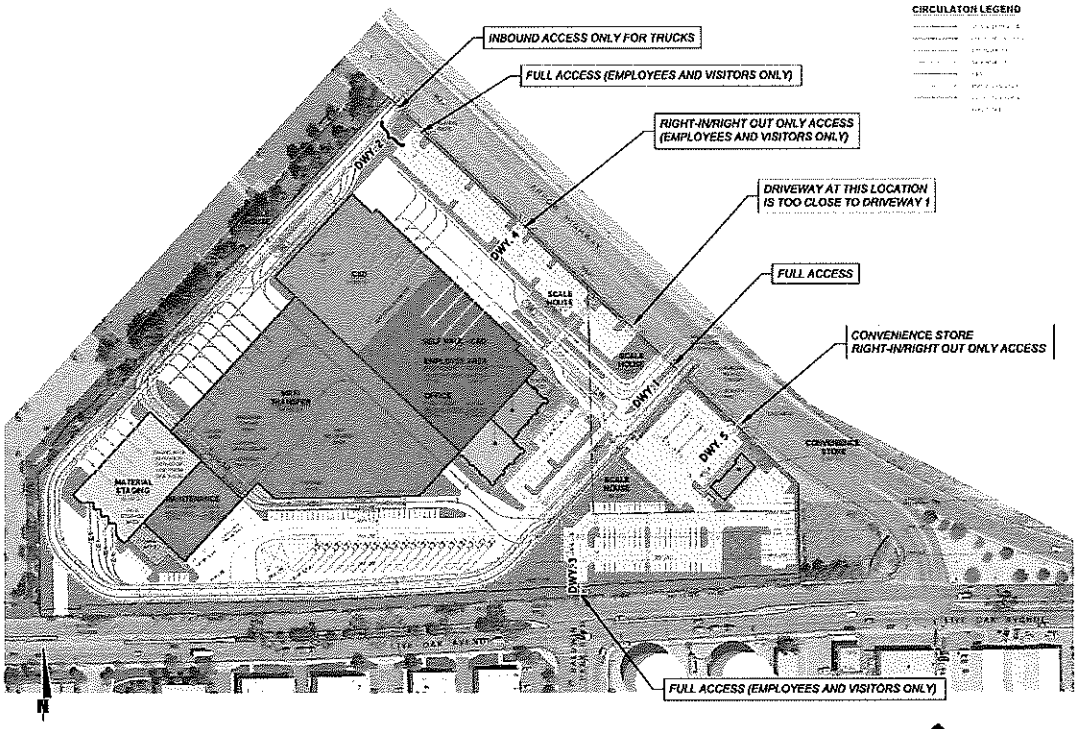


EXHIBIT "C"
Project Depiction

EXHIBIT B: ACCESS AND ON-SITE CIRCULATION



10910 - 001.dwg

URBAN CROSSROADS

EXHIBIT "D-1"
LADWP Easement

[illegible] and without demand or recourse, shall sell said property at the time and place so sold, or it in said notice of sale, either as a whole or in separate parcels and in such order as Trustee may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary may purchase at such sale.

15. Trustee shall apply the proceeds of sale to payment of: (1) the expenses of such sale, together with the reasonable expenses of this Trust, including reasonable Trustee's fees in the following amounts payable to Trustee sale guarantee, and reasonable attorney's fees; (2) to the [illegible] thereof, as to the part [illegible] and (3) [illegible] the balance thereof, said sum to include principal (but if any are incurred, (2) cost of any search and/or evidence of title procured in connection with such sale, (3) all sums advanced under the terms hereof, not then repaid, with accrued interest at ten per cent(10%) per annum; (4) all other sums then secured hereby, and (5) the remainder, if any, to the person or persons legally entitled thereto.

17. Beneficiary may at any time and from time to time by instrument in writing executed and acknowledged by Beneficiary, substitute a successor or successors (either corporate or individual) to any Trustee named herein or acting hereunder, which instrument when executed, acknowledged, and recorded in the office of the Recorder of the County or Counties where said property is situated, shall be conclusive proof of the proper substitution and appointment of each successor Trustee or Trustees, who shall have all the title, estate, powers, duties, rights and privileges of the predecessor Trustee, without the necessity of any conveyance from such predecessor.

18. The pleading of the statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived.

19. The trust created hereby is irrevocable by Trustor.

20. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall include not only the original Beneficiary hereunder but also any future owner and holder, including pledgees, of the note secured hereby. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of each Trustor hereunder are joint and several.

21. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

THE UNDERSIGNED TRUSTOR REQUESTS that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the mailing address opposite his signature hereto. Failure to insert such address shall be deemed a waiver of any request hereunder for a copy of such notices.

Mailing Address for Notices
Street and Number City and State
1610 Randall Glendale, Calif

Signature of Trustor
Walter Anslinger
Walter A. Anslinger
Pheral G. Anslinger

State of California, County of Los Angeles)ss On this 8th day of September, 1937, before me, Gladys McKee, a Notary Public in and for said County, personally appeared Walter A. Anslinger and Pheral G. Anslinger, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.
(Notarial Seal) Gladys McKee, Notary Public
in and for said County and State

Indexed as Trust Deed and Assignment of Rent.

#615 Copy of original recorded at request of Title Ins & Trco Sep 28 1937 8:00 A.M.
Copyist Was Compared C.L.Logan, County Recorder, By W. Whitney, Deputy
$6.60-44 T.

15257/176 OR

---oOo---

DECLARATION OF HOMESTEAD (WIFE)

KNOW ALL MEN BY THESE PRESENTS: That I, MILDRED R. DAWSON, do hereby certify and declare that I am a married woman; that my husband's name is EDWIN M. DAWSON; that my husband has not made any declaration of homestead, and I therefore make this declaration for the joint benefit of myself and husband; that I do now at the time of making this declaration, actually reside with my family, consisting of my said husband Edwin M. Dawson and my minor daughter, Margie R. Dawson, aged 2 years, on the land and premises described as follows: Lot 63 of Tract No. 2871, in the County of Los Angeles, State of California, as per map recorded in Book 33, Page 98 of Maps, in the office of the County Recorder of said County; THAT it is my intention to use and claim the said lot of land and premises above described, together with the dwelling house thereon, and its appurtenances, as a homestead, and I do hereby select, declare, and claim the same as a homestead; THAT the actual cash value of said property is estimate to be $2500.00.

WITNESS my hand this 27th day of September, 1937. Mildred R. Dawson,

State of California, County of Los Angeles)ss On this 27th day of September, 1937, before me, Ida M. Murphy, a Notary Public in and for said County, personally appeared MILDRED R. DAWSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same.

WITNESS my hand and official seal. Ida M. Murphy, Notary Public
(Notarial Seal)
in and for said County and State.

#768 Copy of original recorded at request of Claimant Sep 27, 1937 11:51 AM W. Whitney, Deputy
Copyist Was Compared C.L.Logan, County Recorder, By
$1.00-4 M.

15257/176-OR

---oOo---

EASEMENT DEED (CORPORATION)

UNITED CONCRETE PIPE CORPORATION, a corporation, organized and existing under and by virtue of the laws of the State of Nevada, for and in consideration of the sum of Thirty-two Hundred and no/100 DOLLARS ($3200.00) lawful money of the United States, paid by the Department of Water and Power of the City of Los Angeles, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells and conveys unto THE CITY OF LOS ANGELES, a municipal corporation of the State of California, its successors and assigns, those permanent and exclusive easements and right of way to construct, recon-

construct, maintain, operate, renew and enlarge lines of poles, towers, wires, cables, and/or any other structures, including ground wires, both overhead and/or under ground necessary or convenient for the construction, maintenance, operation, regulation and/or grounding of electrical transmission lines for the purpose of transmitting, distributing, regulating, using and controlling electrical energy, together with the right and easement for roads, ingress, egress and other convenient purposes needed or desired at any time by the grantee, and the right and easement to construct, reconstruct, maintain and operate same and to clear and keep said real property free from explosives, buildings, structures, brush and natural wood growth and inflammable materials for the protection from fire and/or other hazards; in, under, upon, over and across all that certain real property situate in the County of Los Angeles, State of California, bounded and described as follows:

All that portion of the SE¼ of Section 6, Township 1 South, Range 10 West, S.B.B.&M. lying within the boundaries of a strip of land 100 feet in width, the side lines of said strip of land being parallel with and lying 50 feet on each side of, measured at right angles to, a center line described as follows, to-wit:

Beginning at a point in the south line of said Section 6, said point being N. 89° 30' 33" E. 594.75 feet, measured along said line, from the Southwest corner of said SE¼; thence from said point of beginning N. 54° 42' 44" East 2421.18 feet to a point; thence N. 89° 28' 21" East, 74.97 feet to a point in the east line of said section said line being the center line of Maine Avenue, said last mentioned point being N. 0° 07' 20" West, 1382.89 feet measured along said line from the Southeast corner of said Section 6; the side lines of said strip of land to be prolonged and shortened respectively so as to begin and terminate in the lines in which the above described center line begins and terminates.

TOGETHER with all necessary and/or convenient means of ingress and egress to and from said above described real property for the uses and purposes and the exercising of the rights herein granted and conveyed.

EXCEPTING AND RESERVING unto the grantor, its successors and assigns, the right to pass to and fro, over and across said lands and the right to construct, reconstruct, maintain and operate such railroads or railroad tracks, roadways, pipe lines or like means of conduit, as said grantor, its successors or assigns may deem necessary, convenient or desirable for its own benefit or use over, upon, under and across said herein described real property, together with all grazing, agricultural and mineral rights and the right to maintain, cultivate, irrigate, use, plant and replant said real property with orchards, groves, vineyards or plants to a height not exceeding twenty-five feet, and erect non-inflammable fences; or if necessary or convenient to give to any third person, firm or corporation the right to do those things which said grantor hereby expressly excepts and reserves to itself; always provided, however, said grantor, in the exercise of the rights herein excepted and reserved or any thereof, shall not in anywise whatsoever interfere with or prohibit the free and complete use and enjoyment by the grantee, its successors or assigns of the rights and/or easements hereby granted and conveyed and provided, further, that no building or other structure and no inflammable fence, material or explosive of any nature or kind shall be placed maintained or erected upon any portion of the above described real property by the grantor, its successors or assigns, except as herein otherwise specifically provided.

It is further provided, that no other easement thereon shall be given by the grantor, to any third person, firm or corporation, except for such purposes as are herein specifically and expressly reserved, without the written consent of said grantee.

TO HAVE AND TO HOLD the above mentioned easements and rights unto the City of Los Angeles, its successors and assigns forever.

IN WITNESS WHEREOF, said corporation has caused these presents to be executed by its officers thereunto duly authorized and affixed its corporate seal hereto, this 14th day of December, 1936.

(Corporate Seal)

UNITED CONCRETE PIPE CORPORATION,
By T. P. Polich, Vice President,
And D. L. Roberts, Secretary.

State of California, County of Los Angeles } ss. On this 14 day of December, 1936, before me, Margaret R. Donnelley, a Notary Public in and for said County, duly commissioned personally appeared T. P. Polich, known to me to be the Vice President and D.L.Roberts, known to me to be the Secretary of UNITED CONCRETE PIPE CORPORATION, the Corporation

that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same. WITNESS my hand and official seal.
(Notarial Seal) Margaret M. Donnelley, Notary Public in and for said County and State.

Approved as to form this 22 day of Feb, 1937 Ray L. Chesebro, City Attorney, By Russell P. Jarvis, Deputy. Right of Way & Land Div. Clearance Approved By Ford Hendricks Description correct, E. F. Scattergood, Chief Electrical Engr. and Gen. Mgr. By Ray E. Ballinger,

RESOLVED, that deed executed by UNITED CONCRETE PIPE CORPORATION of date December 14, 1936, conveying to The City of Los Angeles, for a consideration of $2800.00 an easement over certain real property situate in the County of Los Angeles, State of California, more particularly described in said deed, be, and the same is hereby accepted.

I HEREBY CERTIFY, that the foregoing is a full, true and correct copy of a resolution adopted by the Board of Water and Power Commissioners of The City of Los Angeles, at its meeting of Feb 25, 1937.

(Dept. of Water & Power Seal) John P. Wyman, Secretary, Board of Water and Power Commissioners of the City of Los Angeles

2214 Copy of original recorded at request of Title Ins & Trust Co. Mar 1 1937 8:30 A.M. Copyist Fee compared C.L. Logan, County Recorder, By [illegible] Deputy Fees $1.

---oOo---

(This Deed constitutes a gift and requires no revenue stamps) GRANT DEED. Individual.

In consideration of love and affection GERTRUDE P. MONTGOMERY, a married woman does hereby grant to GEORGE P. MONTGOMERY and PAQUITA Y. MONTGOMERY, husband and wife, as joint tenants, the real property in the City of Los Angeles, County of Los Angeles, State of California, described as:

Parcel No. 1. That certain Lot, piece or parcel of land situate, lying and being in Section 7, T. 1 S. R. 14 W. S. B. B. & M., in the City of Los Angeles, County of Los Angeles, State of California, DESCRIBED AS FOLLOWS:-

Beginning at the most northerly corner of Lot 1 of Tract No. 11076 as shown on map of said Tract, recorded in Book 185, Pages 3 and 4 of Maps, Records of Los Angeles County, said corner being also in the easterly line of Lot 12, Block B of Tract No. 10122 as shown on map of said Tract, recorded in Book 144, Pages 51 to 54 inclusive of Maps, Records of said Los Angeles County; Thence N 0° 28' 25" E along the easterly line of the aforementioned Lot 12, Block B of said Tract No. 10122, a distance of 117.56 feet, more or less to the Northeast corner of said Lot, said corner being in the southeasterly line of Belfast Drive, 56 feet in width, as shown on said map of Tract No. 10122; Thence northerly along said southeasterly line of Belfast Drive, the same being a curve concave to the northwest, tangent at the last mentioned point to a line bearing N 58° 54' 10" E and having a radius of 93.00 feet, a distance of 51.27 feet, measured along the arc of said curve to a point whereat tangent to said curve bears N 14° 43' 35" E;

Thence leaving said southeasterly line of Belfast Drive S 75° 16' 25" E a distance of 30.00 feet to a point; Thence S 41° 31' 30" E a distance of 55.93 feet to a point; Thence S 40° 14' 30" E a distance of 131.30 feet to a point; Thence N 18° 47' 30" E a distance of 21.97 feet to a point; Thence southeasterly along a curve concave to the northeast, tangent at its point of beginning, to a line bearing S 26° 28' 28" E and having a radius of 137.50 feet, a distance of 13.42 feet measured along the arc of said curve to a point whereat tangent to said curve bears S 31° 04' 00" E;

Thence S 26° 57' 30" W a distance of 57.13 feet to a point; Thence S 39°43'30"W a distance of 60.70 feet more or less to a point in the northeasterly line of Lot 1 of Tract No. 11076 aforementioned; Thence N 47°00' 00" W along said northeasterly line of Lot 1 of Tract No. 11076, a distance of 150.67 feet more or less to the point of beginning.

Parcel No. 2: The westerly 5 feet of that portion of Lot 1 Tract No. 11076 as per map recorded in Book 144, at Pages 51 to 54 of Maps, records of Los Angeles County, lying northerly of the following described line, to-wit: Beginning at the northwesterly corner of Lot 2 of said Tract No. 11076, the same lying an angle-point in the easterly line of said Lot 1; thence North 89° 30' 35" West a distance of 20 feet, more or less to a point in the westerly line of said Lot 1.

Parcel 3: An easement for pedestrian travel over the westerly 15 feet of that portion of Lot No. 1 of said Tract No. 11076, lying southerly of the following

21383

QUITCLAIM DEED

THIS INDENTURE WITNESSETH: THAT WHEREAS, on the 18th day of August, 1942, and May 4, 1944, the Board of Water and Power Commissioners of The City of Los Angeles by resolutions Nos. 178 and 600 respectively ordered the sale to the United States of America and its assigns of all the right, title and interest of the City of Los Angeles and the Department of Water and Power of The City of Los Angeles in and to the hereinafter described real property, and the City Council of The City of Los Angeles on the 3rd day of September, 1942, by Ordinance No. 88,896 as amended by Ordinance No. 88498 of May 23, 1944, approved said sale. NOW, THEREFORE, The City of Los Angeles and the Department of Water and Power of The City of Los Angeles, hereinafter collectively referred to as Grantor, in consideration of the sum of Ten Dollars ($10.00), and other valuable considerations, receipt of which is hereby acknowledged, hereby remises, releases and quitclaims unto the United States of America and its assigns all the right, title and interest of The City of Los Angeles and the Department of Water and Power of The City of Los Angeles in and to all those certain pieces and parcels of land situate and lying in the County of Los Angeles, State of California, and more particularly described as follows: That portion of that certain strip of land 120 feet in width in the SW¼ of Section 4, T. 1 S. R. 10 W., S.B.B. & M., described in deeds to the City of Los Angeles recorded in Book 13698, page 143 and in Book 13807 page 187 of Official Records of Los Angeles County, lying westerly of a line bearing N. 35° 11' 39" E. which intersects the center line of the strip of land described in said deeds at a point distant thereon N. 89° 41' 03" W. 2,099.86 feet from the center line of Irwindale Avenue; the south 120 feet of the N½ of the SE¼ and the south 120 feet of the N½ of the SW¼ of Section 5 of said Township and Range, as described in deeds to the City of Los Angeles recorded in Book 14534, page 79, Book 14120, page 395, Book 14190, page 208, Book 14536, page 354, Book 13877, page 143, Book 13884, page 156, and Book 13880, page 324 of said Official Records; and that portion of that certain strip of land 120 feet in width in the SE¼ of Section 6 of said Township and Range, described in deed to the City of Los Angeles recorded in Book 10257, page 176 of said Official Records, lying northerly of the westerly prolongation of a line which is parallel with and 125 feet northerly of the southerly line of Section 5, of said Township and Range.

Said right, title and interest being the rights of way and easements for power transmission line and other purposes owned of record by the grantors, the use of which has been abandoned by said grantors by reason of the removal therefrom and the relocation elsewhere of the transmission line formerly occupying the same, all as set forth in the resolutions and ordinances above referred to. IN WITNESS WHEREOF, the said The City of Los Angeles, by its City Council, has caused this instrument to be executed in its behalf by its Mayor, to be attested by its Clerk, and its corporate seal to be hereunto affixed by said Clerk, and the said Department of Water and Power of The City of Los Angeles, by the Board of Water and Power Commissioners of the City of Los Angeles, has caused this instrument to be executed in its behalf by its proper officers thereunto duly authorized and its official seal to be hereunto affixed this 14th day of August, 1944.

THE CITY OF LOS ANGELES
By R. L. Burns, Acting Mayor

Attest:
(Seal) Walter C. Peterson, City Clerk

(Seal)

DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES BY BOARD OF WATER AND POWER COMMISSIONERS OF THE CITY OF LOS ANGELES
By R. A. Haffner, President
And Joseph L. Williams, Secretary

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES } ss. On this 31st day of August, 1944, before me, J. E. Hopper, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared R. L. Burns, known to me to be the Acting Mayor, and WALTER C. PETERSON, known to me to be the City Clerk of The City of Los Angeles, the municipal corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said The City of Los Angeles, and acknowledged to me that such municipal corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Seal)

J. E. Hopper, Notary Public in and for said County and State.

584 21858

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES)SS. On this 14th day of August, 1944, before me, Leo A. Stromes, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared R. A. Haffner, known to me to be the President, and Joseph L. Williams, known to me to be the Secretary of the Board of Water and Power Commissioners of The City of Los Angeles, the municipal corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said Department of Water and Power of The City of Los Angeles, and acknowledged to me that such municipal corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Seal) Leo.A. Stromes, Notary Public in and for said County and State.

DESCRIPTION APPROVED WM. S. PETERSON Engineer of Design and Construction By L. T. Mariner AUTHORIZED BY RES. 580 5-4-44 APPROVED AS TO FORM AND LEGALITY RAY L. CHESEBRO City Attorney May 28, 1944 By Cecil A. Borden (CECIL A. BORDEN) Deputy

#1226 Copy of original recorded at request of WAR DEPARTMENT OFFICE OF THE DIVISION ENGINEER, May 7 1945, 10:15 A.M., Copyist #103 Compared, Mame B. Beatty, County Recorder, $1.70-73-R. By [illegible] Deputy

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT, I, Walter Buckner HANNER do hereby appoint Evelyn Cruikshank HANNER as my attorney for me and in my name, to demand, sue for, and receive all debts, moneys, securities, goods, chattels, legacies or other personal property to which I am now or may hereafter become entitled, or which are now or may become due, owing or payable to me from any person or persons whomsoever; and in my name to give effectual receipts and discharge for the same; to draw and endorse checks; to make and execute any and all contracts, to execute original notes; to assign stocks and bonds and generally transact any and all business for me incident thereto; to sell and convey my real estate and appurtenances and all parcels thereof wheresoever situate and for such price as my herein named attorney shall deem advisable; with full authority to give a good receipt therefor, which receipt shall release the person paying such money from seeing to the application thereof or being responsible for the loss or misapplication thereof; and my said attorney is hereby vested with all rights to sign and seal as my act and deed any instruments in writing necessary for carrying into effect any act hereunder. I hereby ratify whatsoever my said attorney shall lawfully do and cause to be done in or concerning the premises by virtue of these presents.

IN witness thereof I have hereunto set my hand and seal this 9th day of March, 1945.

Witnessed, signed, sealed and delivered in the presence of: Walter Buckner Hanner. (LS)

Francis L. Shubert T/Sgt U.S.M.C.

Wm. H. Spates Sp-

STATE OF NORTH CAROLINA, COUNTY OF CRAVEN)SS. On this 9th day of March, 1945, before me personally came First Lieutenant Walter Buckner Hanner, USMCR, to me known and known by me to be the same person mentioned in, and whose name is signed to, the foregoing instrument, and he duly acknowledged to me that he executed the same.

John C. Ruddy (JOHN C. RUDDY), 1st Lt., USMCR.

Authority Act of Congress of April 9, 1943.

#1507 Copy of original recorded at request of APPOINTEE, May 9 1945, 11:28 A.M., Copyist #103, Compared, Mame B. Beatty, County Recorder, $1.00-4-S. By [illegible] 173 Deputy

U.S.I.R.S. $0.55 Cancelled GRANT DEED

IN CONSIDERATION of $10.00, receipt of which is acknowledged, RAYMOND PERINE and LUERETTA V. D. PERINE, husband and wife do hereby grant to STANLEY A. KOCH and DELLA M. KOCH, husband and wife, as joint tenants, with right of survivorship the real property in the city of Santa Monica County of Los Angeles, State of California, described as:

Lot "V" block 42 of Santa Monica, in the city of Santa Monica, County of Los Angeles State of California, as per map recorded in Book 3 Pages 80 and 81 and in book 39 page 45 et seq., Miscellaneous records of said county. Subject to the general and special

EXHIBIT "D-2"
SCE Easement

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY
FIRST AMERICAN TITLE COMPANY OF CA.
SUBDIVISION

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY

P.O. Box 410
LONG BEACH, CA 90801

ATTN: REAL PROP. AND ADMIN. SVCS.
LAND RIGHTS

93 314324

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA
FEB 19 1993 AT 8 A.M.
Recorder's Office

FEE $14 G
4

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX $ 0
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE
SO CAL EDISON CO.
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME

Nominal consideration less than $100

Location: City of Irwindale
A.P.N. 8535-001-911

SEE 624244 APPROVED BY MANAGER
NO. 7089 REAL PROP. & ADMIN. SERV.
FUNC. 2110 BY KD DATE 5/21/92

GRANT OF EASEMENT

IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, a public body, corporate and politic, established under the "Community Redevelopment Laws" of the State of California, hereinafter referred to as "Grantor", hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter referred to as "Grantee", all those certain permanent easements and rights of way to construct, operate, use, maintain, alter, add to, reconstruct, enlarge, repair, renew, replace, inspect, improve, interset, relocate, and/or remove, at any time and from time to time, underground electrical systems and communication systems, hereinafter referred to as "systems", consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for conveying electric energy to be used for light, heat, power and for transmitting intelligence by electrical means and/or other purposes, in, under, on, over, along and across that certain real property in the City of Irwindale, County of Los Angeles, State of California, as described on the attached Exhibit "A" and by this reference made a part hereof.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents and employees, the right of free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted, and the right to clear and to keep clear the above described real property, free from explosives, buildings, structures, equipment, brush, combustible material and any and all other obstructions of any kind, including but not limited to planter boxes, walls, fences (other than farm, grazing or pasture fences) and earth fill and the right to trim or remove any tree, tree root, vine, or shrub which, in the opinion of Grantee, may endanger said systems, or any part thereof, or interfere with the exercise of the rights herein granted.

Grantor shall not excavate or change, nor permit the excavation or changing of the surface of the ground of the above described real property without the previous written consent of Grantee.

The terms, covenants and conditions of this Grant of Easement shall bind and inure to the benefit of the heirs and assigns of Grantor and the successors and assigns of Grantee.

93-314324-SD

Grant of Easement
Irwindale Community
Redevelopment Agency, to
S.C.E. Co., a corp.
Serial No. 82494A

EXECUTED this 28 day of July, 1993.

IRWINDALE COMMUNITY
REDEVELOPMENT AGENCY

By George Caswell
Executive Director

By _____

GRANTOR

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On July 28, 1993, before me, Kathleen L. Guerrero, personally appeared George Caswell and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Kathleen L. Guerrero

OFFICIAL SEAL
KATHLEEN L. GUERRERO
Notary Public-California
LOS ANGELES COUNTY
My Commission Expires
February 3, 1995

93 314324

Serial 62424A

EXHIBIT "A"

The Northeasterly 23.00 feet of Parcel 2 of Parcel Map No. 22152 in the City of Irwindale, County of Los Angeles, State of California, as shown on the map filed in Book 231, pages 15 through 18 of Parcel Maps in the office of the County Recorder of said County.

Subject to covenants, conditions, reservations, restrictions, rights of way and easements, if any, of record.

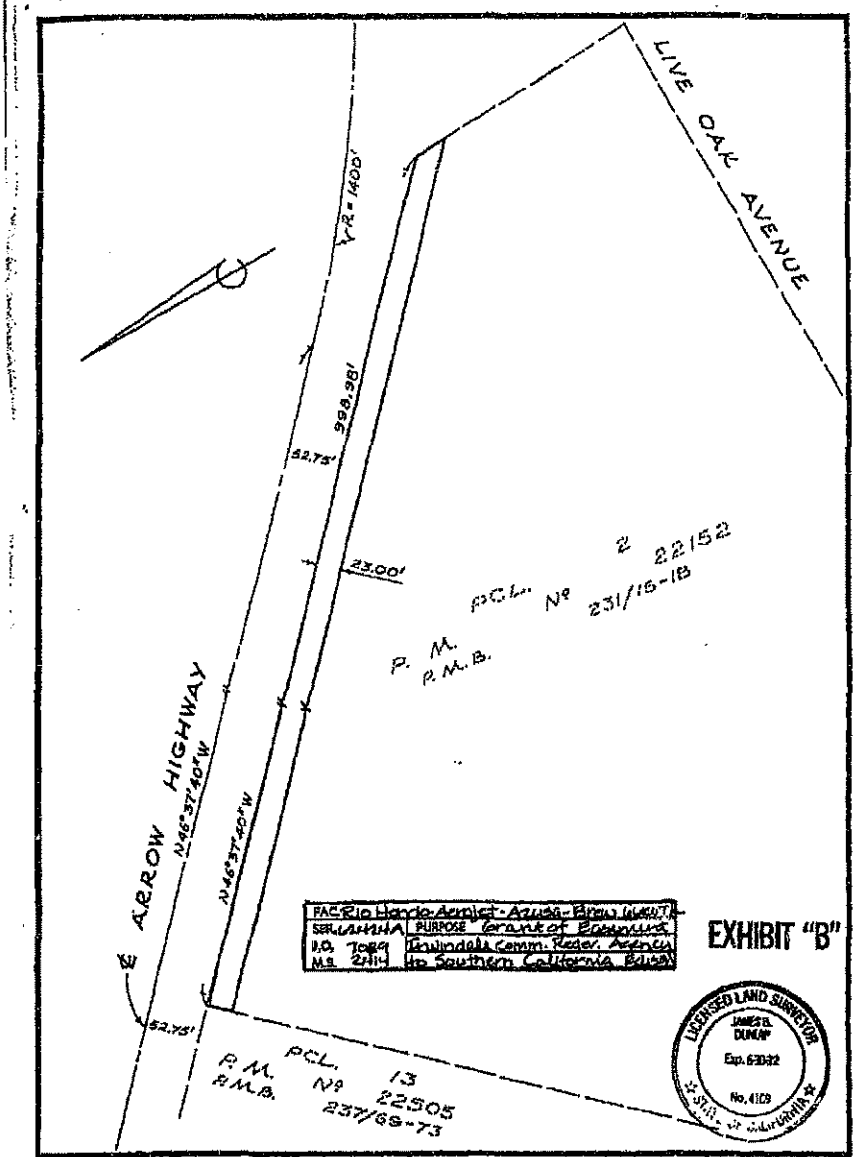
Approved as to legal description:

Signed James B. Dunlap

Date 7-7-92

93 314324

4



93 314324

WILLIAMSON & SCHMID
CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS
15101 Red Hill Avenue • Tustin, California 92680
714/259-7900 • 714/259-0210 FAX

APPROVED BY
L.S. 4109

Sketch to accompany a legal description

S.C.E. CO. EASEMENT
(REDEVELOPMENT AGENCY)

SCALE	1"=100'
DRAWN BY	C.A.R.
SURVEYED BY	
CHECKED BY	R.G.K.
FIELD BOOK	
DATE	2-12-92
JOB NO.	89140.30

EXHIBIT "E"
Description of Host Fee Structure

1. Advancement of Costs

As memorialized in the Reimbursement Agreement as amended, ATHENS shall advance to the City funds necessary to cover City costs for CEQA compliance, Project review, consultant and legal support and other Project related costs; provided, however, that if the total aggregate amount requested by the City exceeds $1,350,000, unless ATHENS agrees in writing to such excess expenditures, ATHENS may cancel this arrangement, with reimbursement by City limited solely to any unspent, advanced funds.

2. Initial Payment and Escrow Funds

ATHENS has deposited five hundred thousand dollars ($500,000) into an escrow account ("Escrowed Funds") with escrow agent JPMorgan Chase Bank, NA ("Escrow Agent") per that certain Escrow Agreement by and between City, ATHENS and Escrow Agent dated August 28, 2013. The Escrowed Funds will be (a) payable to the City if ATHENS fails to build the Facility pursuant to the terms of this Agreement, or (b) returned to ATHENS if either (i) the Facility is not completed and this Agreement is terminated for any other reason, including without limitation, pursuant to the failure to pay Host Fees or pay reimbursable costs pursuant to the Reimbursement Agreement, or (ii) if the Department of Finance fails to approve this Agreement or Other Agreements, or the PMP, or (iii) upon commencement of operations at the Facility.

a. The Escrowed Funds are held by an escrow agent in an interest-bearing account, which interest shall be paid quarterly to ATHENS.

b. If the City believes that ATHENS has not proceeded diligently and in accordance with the Schedule of Performance to secure all necessary permits and entitlements for the development and thereafter complete development of the Facility in accordance with the terms of this Agreement City shall provide written notice to ATHENS of such belief and undertake all necessary processes pertaining to default/cure/termination as set forth in Article 10.0 hereof. In the event of uncured default or termination of an Agreement pursuant to Article 10.0.

c. Should the City find pursuant to Article 10.0 that ATHENS commit an unjustified and uncured default resulting in termination of this or Other Agreements, then the City shall be entitled to the Escrowed Funds to be used by the City for its general governmental purposes as the City deems appropriate and the Parties shall have no further rights or obligations to each other following said termination.

3. *Deposit*

Upon the later to occur of (i) the final approval by City of the Facility, such final approval being demonstrated by issuance of a certificate of occupancy for the Site, (ii) the Agreements Approval Date (as defined in the MOU), and (iii) the CEQA Completion Date (as defined in the MOU), ATHENS will deposit into the City's bank account a deposit of $5,000,000 ("Deposit"), less any amounts advanced to City for City costs expended prior to these approvals, including but limited to, amounts advanced in accordance with the Reimbursement Agreement and the MOU and/or costs to prepare environmental studies, process and negotiate the permits, entitlements and conditions of the Project. The Deposit shall include a payment of $1,000,000 which upon receipt of (1) all permits from the Waste Management Board and other third-party government agencies required to operate the Facility, and (2) all permits, sign-offs and approvals by the Successor Agency and City necessary to commence Facility operations, will be deemed non-refundable to be used by the City for its general governmental purposes and shall not be credited against Host Fee payments. For the first year of operations and subsequent years thereafter, the Host Fee will be drawn down against the Deposit until the Deposit balance is depleted. After the Deposit is paid, should the Project be terminated due to default by ATHENS or terminated by ATHENS without cause, the City shall retain the remaining balance of the $5,000,000 Deposit; but if the Project is terminated by ATHENS due to the default of City, the City shall refund to ATHENS any and all of the remaining balance of the Deposit, including but not limited to the $1,000,000 "non-refundable" portion, but not including any amounts expended by the City in accordance with the terms of the MOU.

4. *Host Fee*

Upon the commencement of the first year of operations, and of every operating year thereafter until the termination or expiration of the Agreements, ATHENS shall pay the Host Fee to the City. The Host Fee shall be $1.70 per ton deposited at the MRF/TS ("Host Fee Rate"). The Host Fee shall be determined at the end of the calendar year based on the tonnage actually deposited and shall be supported by an audit of the tonnage provided by ATHENS at its sole cost. The City shall be paid for the tons deposited at the MRF/TS no later than thirty (30) days from December 31st.

5. *Adjustments*

a. *Consumer Price Index ("CPI")*. The Host Fee Rate shall be subject to an increase every five (5) years during the Term equal to 100% of the CPI, as measured from the 1st of January in the year following commencement of operations. In addition, should the City issue a termination under Article 10.0 of this Agreement, the Host Fee shall be fixed as of the termination notice date and no further CPI adjustments to the Host Fee shall occur during the remaining ten year period of the term.

b. *Most Favored Nations Clause.* If ATHENS agrees to pay any other city a higher host fee when all terms are considered and equalized with the terms between the City and ATHENS, ATHENS shall notify City within 30 days and the Host Fee for the MRF/TS will be adjusted to match the other city's deal. ATHENS will provide a copy of such other deal and explanation of factors that should be considered in comparing it to the MRF/TS deal. The parties will either agree to a financial analysis or have such analysis prepared by a consultant mutually selected by the parties to factor any differences in the terms of the two deals so as to compare the host fees on an equal basis. For example, if ATHENS secures free land for a similarly-sized facility as the MRF/TS, the fair market value of the land, plus applicable financing fees, shall be calculated as an annual amount for the term of the MRF/TS and deducted against the fee to be compared against the Host Fee for the MRF/TS.

6. Example

The following is an illustrative example of the allocation of projected revenues based on an assumed 1,000,000 tons received in the first year and second year of operations ignoring adjustments.

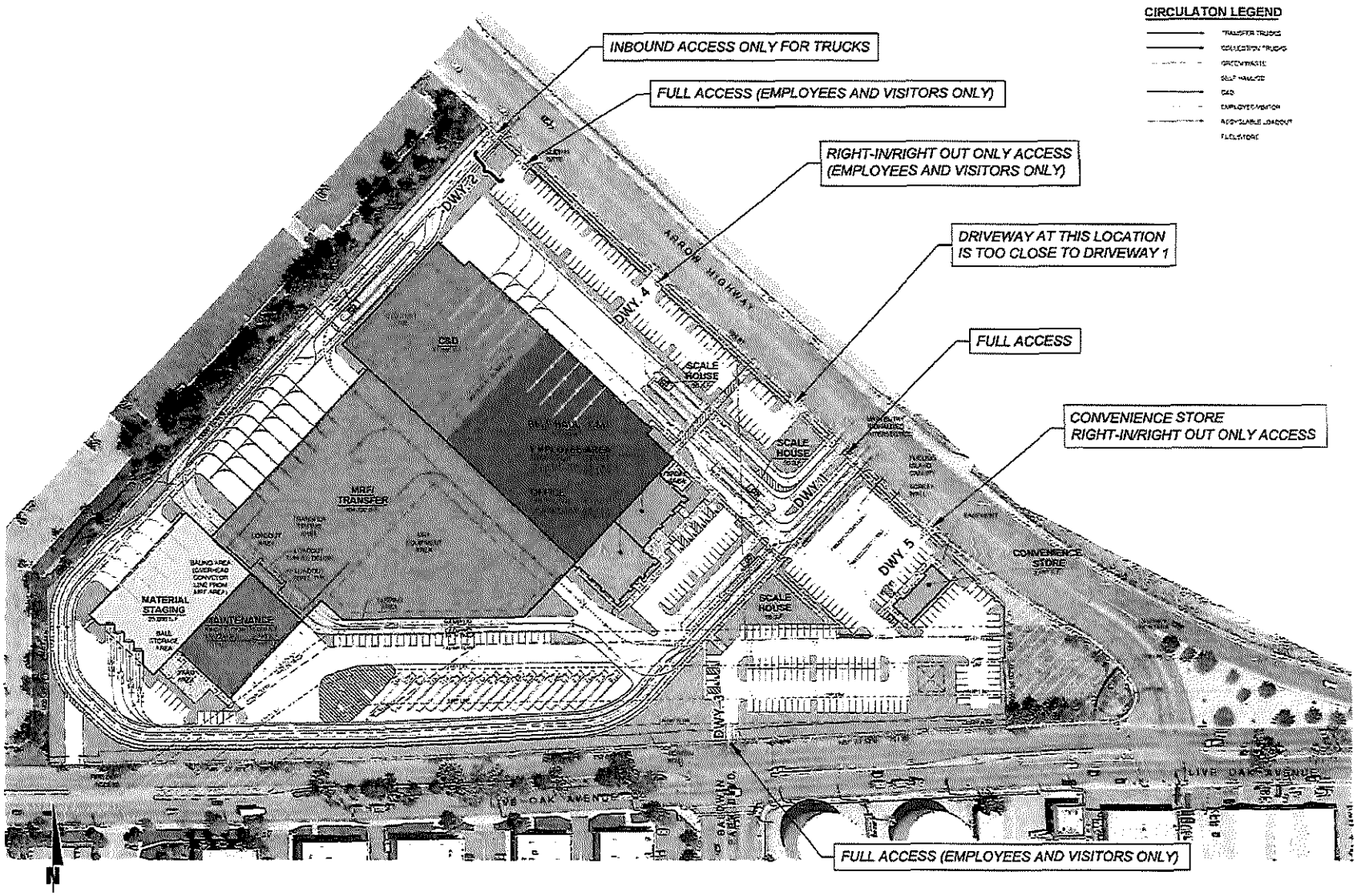
Initial Deposit	$5,000,000
EIR Costs Incurred by City	- $1,350,000
Initial Payment (non-refundable)	$500,000 (not included in deposit remaining)
Escrowed Funds	$500,000
Deposit Remaining When Agreements Signed (Initial Payment is not included and is retained by City)	$4,250,000
Payment Upon Receipt of Permits	- $1,000,000
Deposit Remaining	$3,250,000
Return of Escrowed Funds upon commencement of operations at MRF/TS	- $500,000
Deposit Remaining	$2,750,000
Deduction of Host Fee Payment for 1st Year of Operations	- $1,700,000
Deposit Remaining	$1,050,000
Deduction of Host Fee Payment for 2nd Year of Operations	- $1,700,000
Fund Balance	- $650,000
Payment to Bring Fund Balance to $0	$650,000
Fund Balance	0

In the event this or Other Agreements are terminated prior to completion of the MRF/TS for any reason other than a breach by ATHENS, all of the funds described above, other than the

EIR costs incurred by City and the Initial Payment, shall be returned to ATHENS. Using the example above, $4,750,000 would be returned to ATHENS.

EXHIBIT "F"
Route & Circulation Plan

EXHIBIT B: ACCESS AND ON-SITE CIRCULATION



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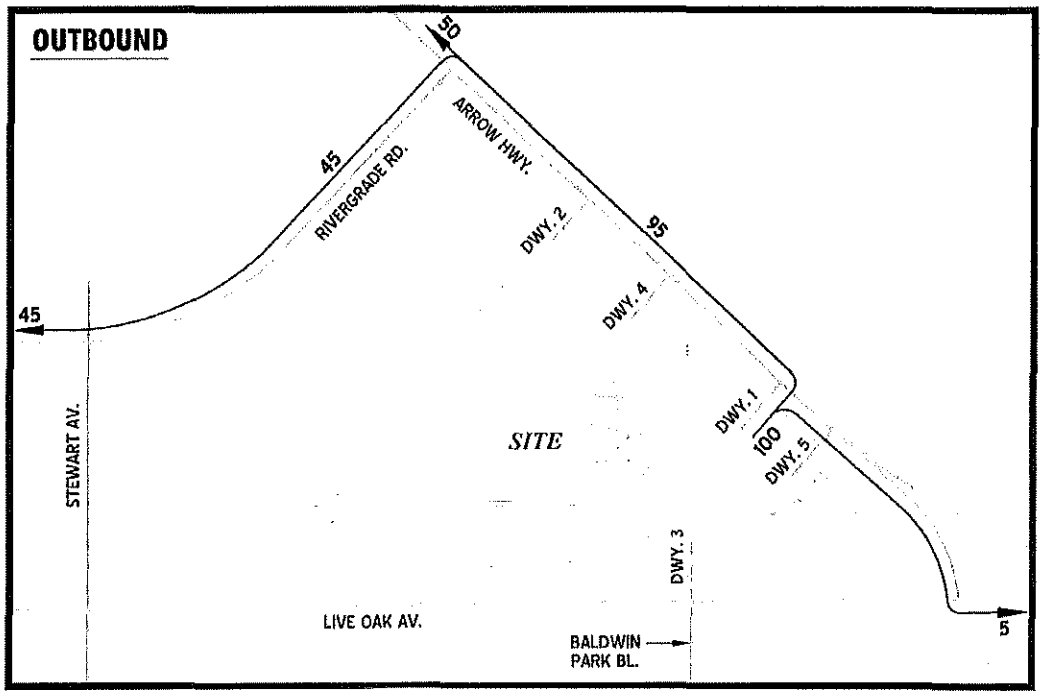
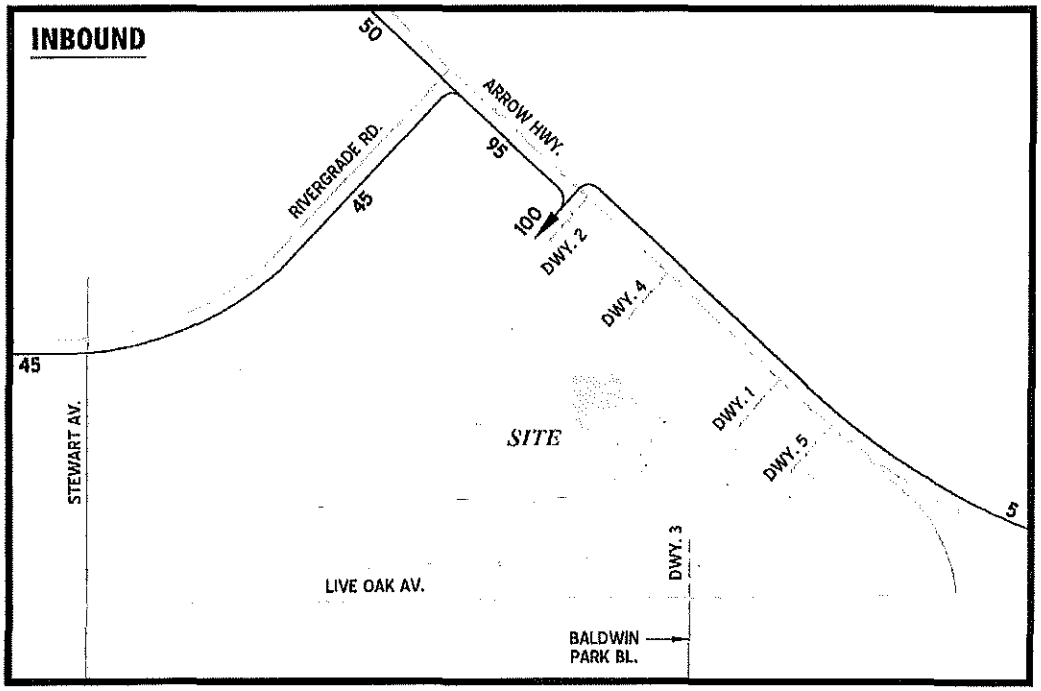
URBAN CROSSROADS

EXHIBIT C: COLLECTION TRUCK (INCLUDING PACKER, END DUMP & ROLL-OFF TRUCKS) TRIP DISTRIBUTION





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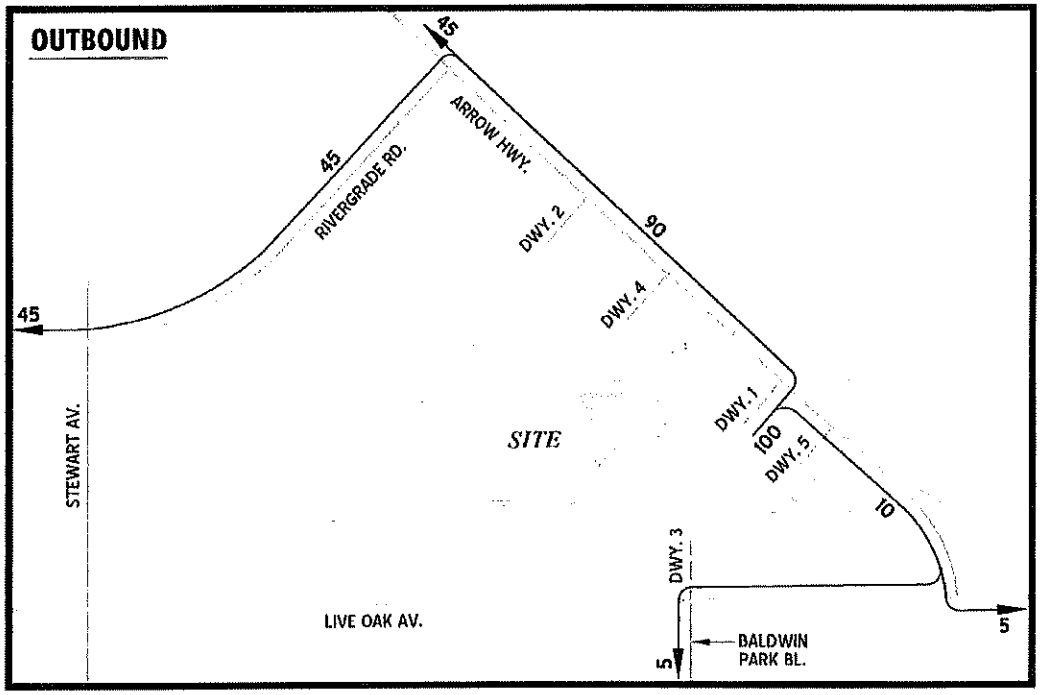
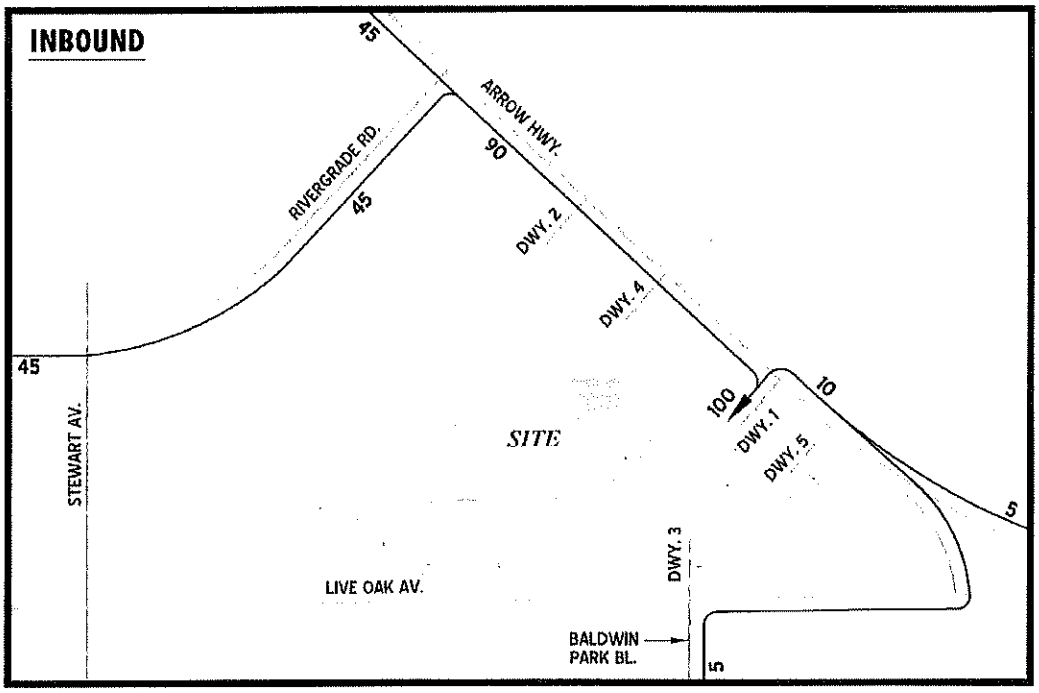
LEGEND:

10 = PERCENT TO/FROM PROJECT

EXHIBIT D: SELF HAUL/CONTRACTOR TRUCK TRIP DISTRIBUTION





LEGEND:

10 = PERCENT TO/FROM PROJECT

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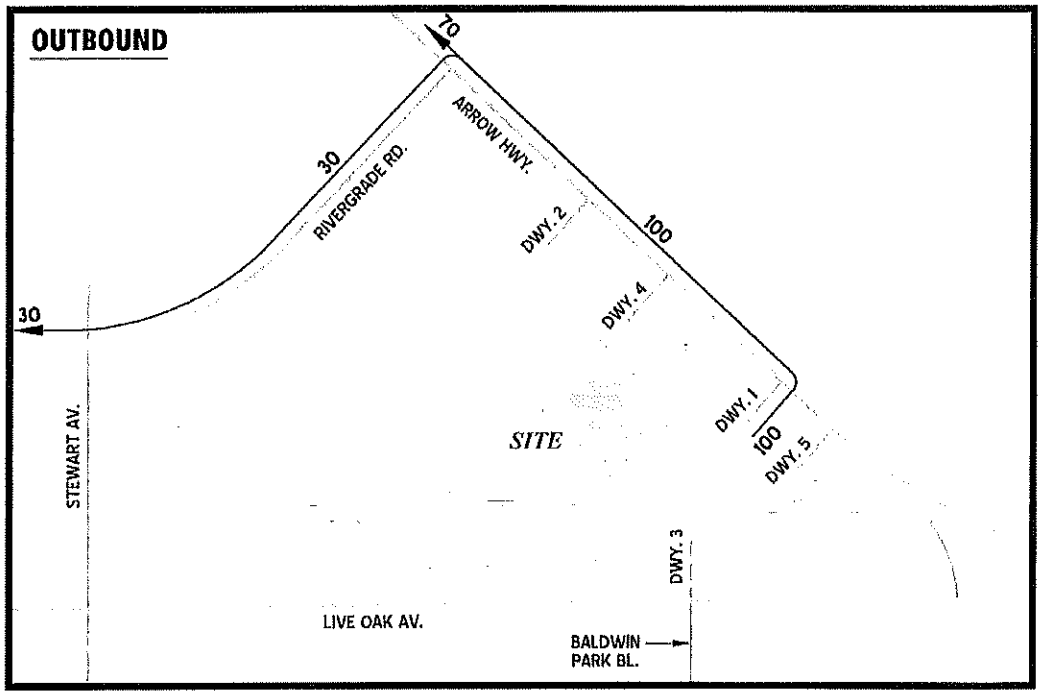
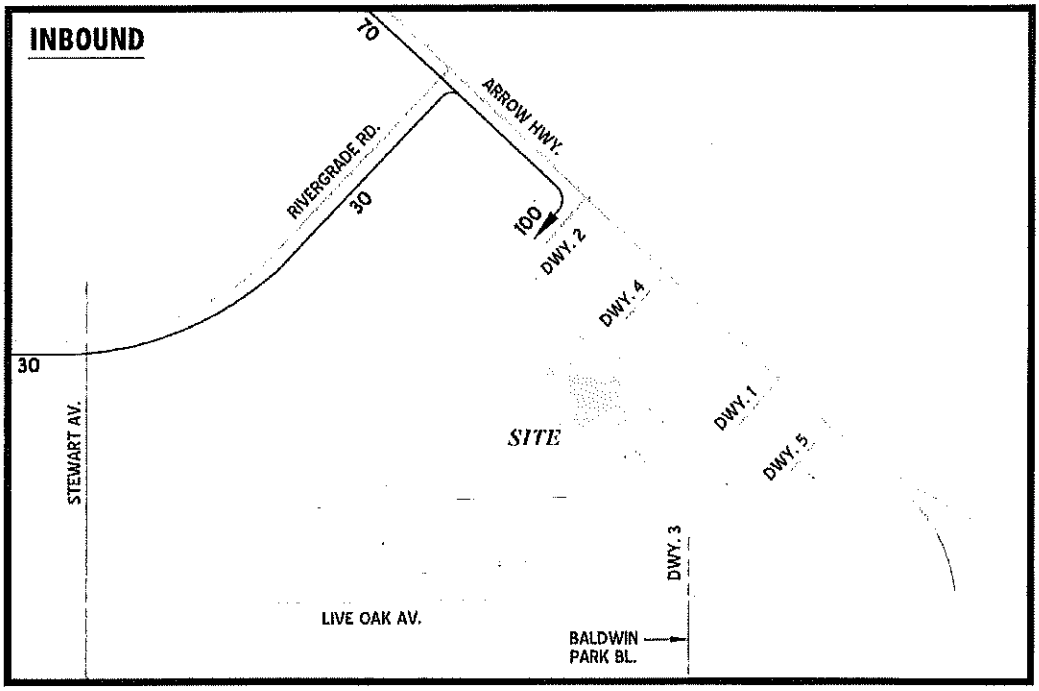
EXHIBIT E: TRANSFER & RECYCLABLE LOADOUT TRUCK TRIP DISTRIBUTION





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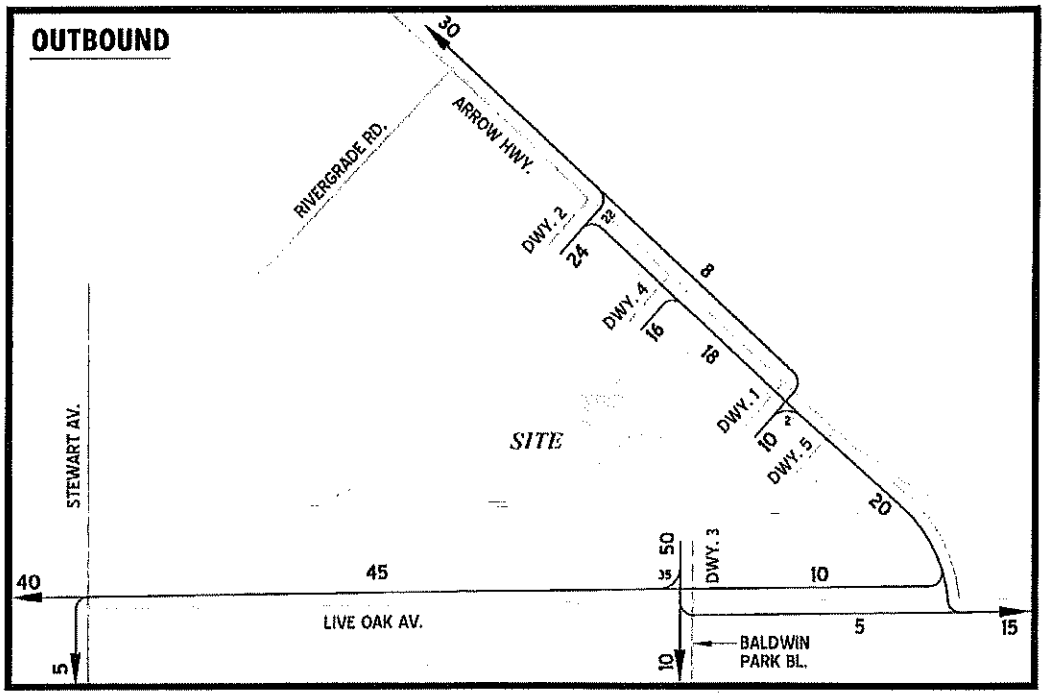
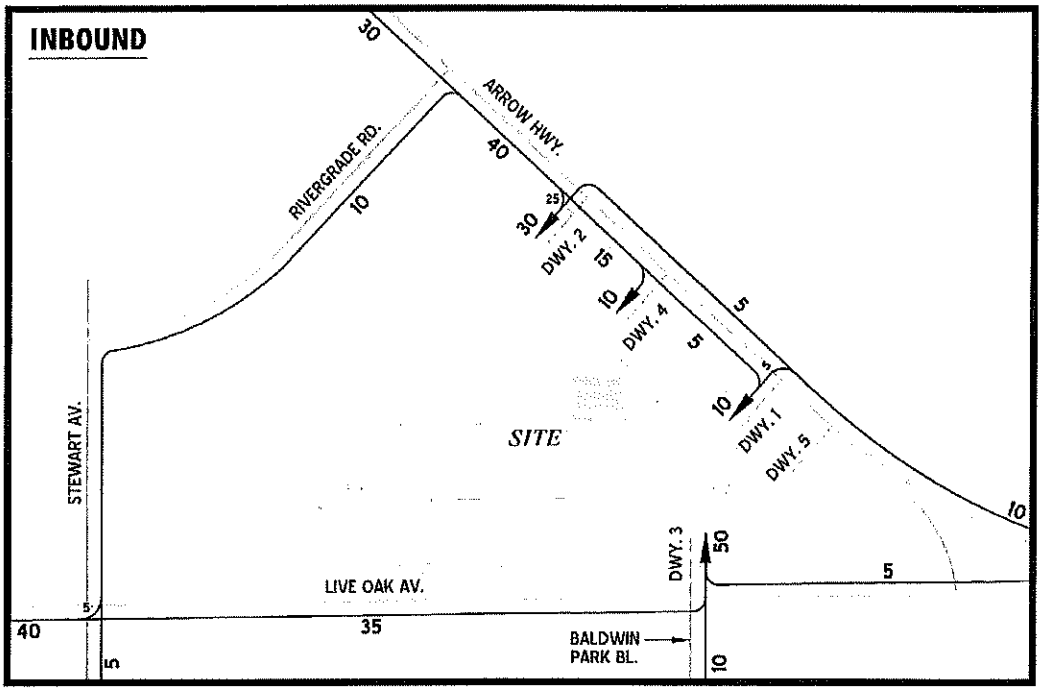
LEGEND:

10 = PERCENT TO/FROM PROJECT

EXHIBIT F: EMPLOYEE (PASSENGER CAR) TRIP DISTRIBUTION





LEGEND:

10 = PERCENT TO/FROM PROJECT

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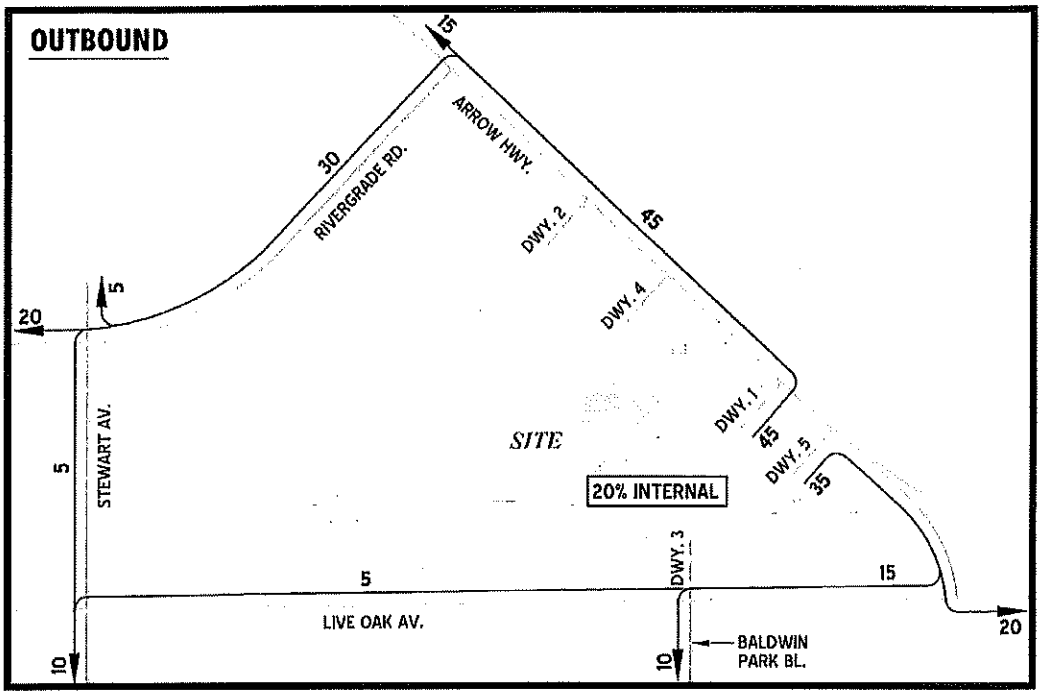
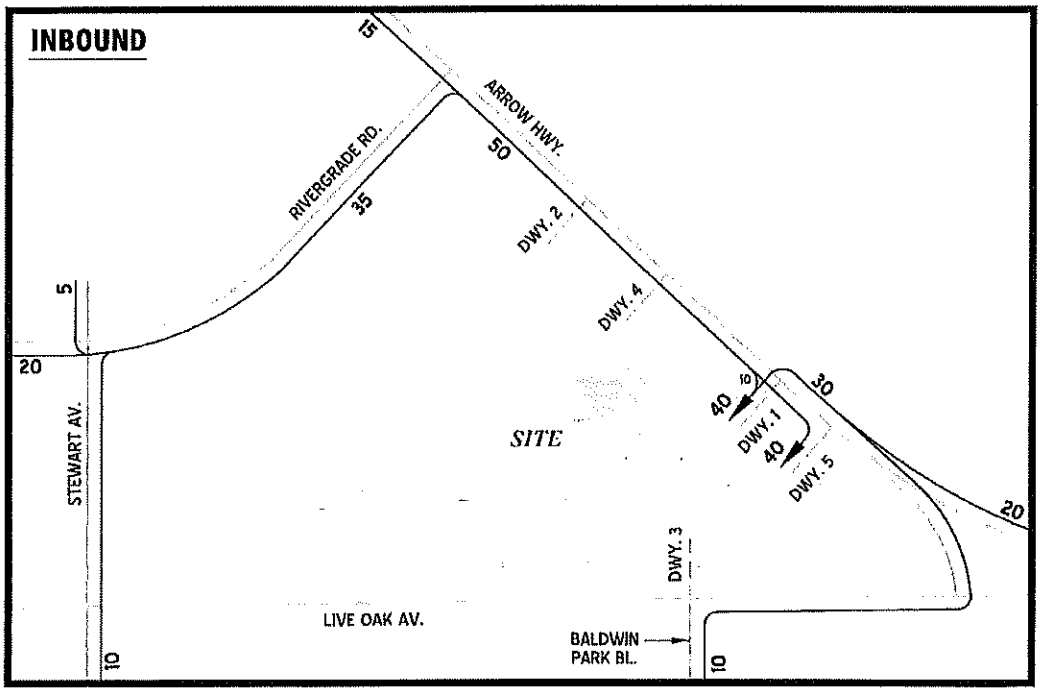
EXHIBIT G: CONVENIENCE STORE/FUELING FACILITY TRIP DISTRIBUTION





LEGEND:

10 = PERCENT TO/FROM PROJECT

EXHIBIT "G"
Irwindale MRF Rates

Customer Class	Rates
MRF/Transfer Station	$92.78 per ton
Construction and Debris	$79.00 per ton
Self-Haul	$75.00 per ton (one ton minimum)[1]

[1] The Self-Haul rate is not applicable to residents of the City of Irwindale disposing of residential self-haul waste generated in their homes.

EXHIBIT "H"
Fire Prevention & Emergency Response Measures

Fire Prevention Control and Mitigation Plan:

A. Description of the measures the operator will take to prevent fires and to control and extinguish fires at the site:

- Provide employee training on fire prevention, control and mitigation.
- Prohibit all open flame operations near flammable materials.
- Install fire protection sprinklers and portable fire extinguishers in all buildings
- Prohibit use of flammable solvents and chemicals around recycling and transfer operations.

B. Identification and description of the equipment the operator will have available (on site and readily available off-site) to control and extinguish fires;

- Fully sprinkled buildings.
- Portable fire extinguishers.

C. Description of the measures the operator will take to mitigate the impacts of any fire at the site to the public health and safety and the environment:

- Prohibit the use of flammable solvents and chemicals around the recycling, storage, and transfer operations.
- Train employees on handling hazardous and flammable materials.
- Store sufficient quantity of absorbent material, shovels and personnel protective equipment.

D. Description of the arrangements the operator has made with the local fire control authority having jurisdiction to provide fire prevention, control and suppression:

- The operator will provide the local fire control authority updated detailed site plan showing all buildings, structures, parking lots, storm & sanitary sewers, and adjacent property uses.
- Identify all materials stored onsite, access to each storage area, location of emergency equipment, general purpose of other areas within the facility, and location of all aboveground and underground tanks to include sumps, vaults, below-grade treatment systems, piping, etc.
- Map Key. Provide the following on the map:
    - o A list of hazardous materials, including wastes.
    - o Hazard class of each hazardous waste.
    - o The maximum quantity for hazardous materials.
    - o Include the contents and capacity limit of all tanks at each area and indicate whether they are above ground or below ground.
    - o List separately any radioactives, cryogens and compressed gases for each facility.

E. Discussion of the ability of the local fire control authority to suppress fires at the site in light of the authority's personnel, expertise and equipment, the availability of water, access to the site and to flammable materials on the site, the nature of flammable materials on site, the quantity and dimensions of materials on the site} and the potential for subsurface fires in accumulations of flammable materials on the site.

- Local fire station situated less than a mile away is equipped with a single engine fire truck that could dispense water at 1500 GPM.

Emergency Action Plan:

1. In the event of an emergency, the following shall be notified:

   A. On-site Responders:
   Efrain Olmos, Operations Supervisor, (626) 705-6955

   B. Method of Notification to Responder:
   Automatic Alarm
   Manual Alarm
   Telephone
   Verbal

   C. Agencies

Fire Department:	911
State Office of Emergency Environmental Services:	(626) 334-5596

2. Designated Local Emergency Medical Facility:
   Occu-Med, 12134 Victory Blvd., North Hollywood, CA
   24-hour telephone (800) 801-3022

3. Mitigation Equipment:

   A. Monitoring Devices:
   - Smoke detectors

   B. Spill Containment:
   - Absorbents

   C. Spill Control and Treatment
   - Mechanical Ventilation
   - Secondary Containment

4. Evacuation:
   - Immediate area evacuation routes posted
   - Entire building evacuation procedures developed
   - Assembly areas preplanned
   - Evacuation maps posted

Emergency Response Training Plan:

1. Person responsible for the emergency-response training plan:

   Riel Johnson, Director of Resource Recovery, MRF, (626) 705-7009
   Efrain Olmos, Operations Supervisor, (626) 705-6955

2. Training Requirements:

   A. All employees trained in the following as indicated:
   - Procedures for internal alarm/notification
   - Procedures for notification of external emergency-response organization
   - Location and content of the emergency-response plan

   B. Chemical handlers are trained in the following as indicated:
   - Safe method for handling and storage of hazardous materials
   - Proper use of personal protective equipment.
   - Locations and proper use of fire- and spill-control equipment
   - Specific hazards of each chemical to which they may be exposed

   C. Emergency-response team members are trained in the following:
   - Procedures for shutdown of operations
   - Procedures for using, maintaining and replacing facility emergency and monitoring equipment

3. The following records are maintained for all employees:
   - Verification that training was completed by the employee
   - Description of the type and amount of introductory and continuing training
   - Documentation on and description emergency-response drills conducted at the facility

4. A more comprehensive and detailed emergency-response training plan is maintained on site.

   Location: Office of Efrain Olmos
   Responsible Person: Efrain Olmos

Attachment "M"

ATTACHMENT "M"

CITY OF IRWINDALE
PLANNING COMMISSION STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

Date: January 20, 2021 **Agenda Item No. 3-A**

To: Honorable Chair and Members of the Planning Commission

From: Marilyn Simpson, Community Development Manager/City Planner

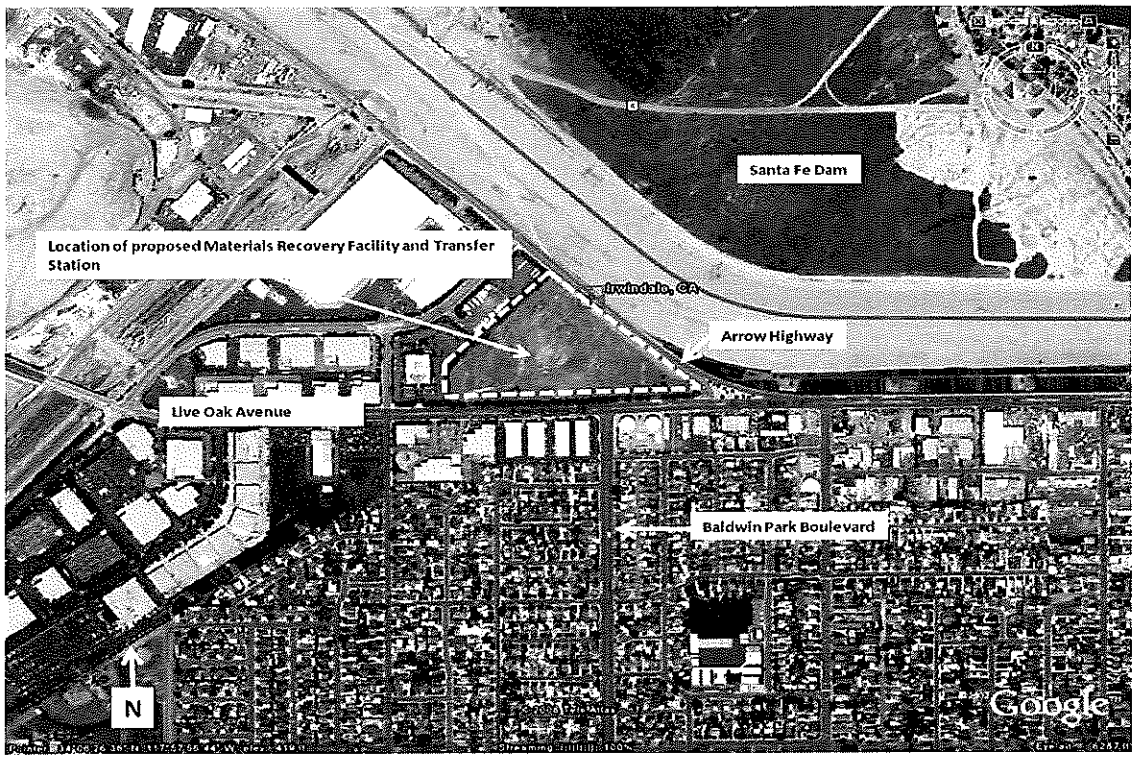
Project Planner: Marilyn Simpson, Community Development Manager/City Planner

Project: Materials Recovery Facility and Transfer Station

Applicant: Greg Loughnane, Athens Services Athens Services
14048 Valley Boulevard
City of Industry, CA 91746

Property Owner: City of Irwindale Successor Agency
5050 N. Irwindale Avenue
Irwindale, CA 91706

Project Location: 2200 Arrow Highway
Irwindale, CA 91706
APN 8535-001-911



Staff Recommendation: That the Planning Commission take the following actions:

1. Adopt Resolution No. 790(21) recommending that the City Council certify the 2020 Final EIR, MMRP, & Statement of Overriding Considerations (SCH#2013051029) for the MRF/TS project; and
2. Adopt Resolution No. 791(21) recommending that the City Council approve GPA No. 02-2016; and
3. Adopt Resolution No. 792(21) recommending that the City Council approve ZOA No. 04-2016; and
4. Adopt Resolution No. 793(21) recommending that the City Council approve DA No. 02-2016; and
5. Adopt Resolution No. 794(21) recommending that the City Council approve CUP No. 08-2016 subject to conditions; and
6. Adopt Resolution No. 795(21) recommending that the City Council approve SP&DR (DA) No. 06-2016 subject to conditions.

Alternative Actions:

2. Direct staff to prepare a resolution or resolutions of denial based on recommended findings of fact to be brought back at a future Planning Commission meeting for adoption; OR

3. Direct staff to work with the applicant to revise the project and continue the hearing.

REQUEST

Athens Services, the Applicant is proposing the development of a Materials Recovery Facility/Transfer Station (MRF/TS) and convenience store with a public gas station (Project) at 2200 Arrow Highway (APN # 8535-001-911). The EIR for the proposed Project was previously certified by the Irwindale City Council in 2016 and the Project was previously approved by the Irwindale City Council in 2017. Entitlements for the proposed project include: 1) certification and adoption of the 2020 Final Environmental Impact Report for the project; 2) a General Plan Amendment to change the land use designation from Commercial to Commercial/Industrial; 3) a Zone

Ordinance Amendment to revise the distance requirements for the sale of alcoholic beverages and also to allow a Materials Recovery Facility/Transfer Station as a permitted land use in the M-2 zone with approval of a Development Agreement; 4) a Development Agreement between the City and the Applicant, allowing the Applicant to construct and operate a Materials Recovery Facility and Transfer Station and convenience store/public gas station at 2200 Arrow Highway; 5) a Conditional Use Permit for the establishment of a public gas station and the sale of alcoholic beverages at the convenience store; and 6) a Site Plan and Design Review (DA)

BACKGROUND

The proposed Project was previously approved by the Irwindale City Council in 2017. The purpose of the Project is to provide the City and its residents, as well as the region at large, with a state-of-the-art facility for solid waste disposal, recycling and source reduction.

Specifically, on October 11, 2017, the City Council conducted a duly noticed public hearing and approved the Project via adoption of Resolution No. 2017-72-2970 (approving a General Plan Amendment), Resolution No. 2017-75-2973 (granting a Conditional Use Permit), and Resolution No. 2017-76-2974 (approving site plan and design review permit). In addition, on October 25, 2017, the City Council adopted Ordinance No. 718 (amending the City's Municipal Code) and Ordinance No. 719 (approving the Project's Development Agreement). After the City's approval of the Project, two lawsuits were subsequently filed in Los Angeles County Superior Court, challenging the resolutions and ordinances on the basis of, among other things, alleged inadequacies in the Project's environmental review. On September 5, 2019, the Court issued rulings in the two cases. While the Court dismissed the vast majority of the lawsuits' claims, the Court did determine that the environmental review for the Project requires additional analysis in regards to four discrete issues. As is customary in such Rulings, the Court ordered that the City vacate the prior approvals until the four discrete issues identified by the Court are addressed in subsequent environmental review.

Since issuance of the rulings, the City has addressed the four discrete issues in additional environmental review. This additional environmental review did not find that any new, previously undisclosed, significant environmental impacts would occur as a result of the Project. Now that this additional environmental review is completed, the Project returns to the Planning Commission and City Council for certification of the revised environmental analysis and re-approval of the Project.

The subject property was purchased by the former Irwindale Community Redevelopment Agency (ICRA) on July 9, 1990. At the time of purchase, the site was vacant and the ICRA sought to facilitate development of the site for an after-market auto related use and other retail development. The after-market auto related use did not move forward.

In 2005, the Site was recognized, by virtue of its size and location relative to freeways and arterial roadways, as a suitable site for the development of the MRF/TS which would enable the City to meet its obligations with respect to waste disposal. Specifically, the State of California, through enactment of the California Integrated Waste Management Act of 1989 (Public Resources Code Sections 40000 et seq. (the "Act"), had previously directed all local jurisdictions to promote recycling and to maximize the use of feasible source reduction, recycling and composting options in order to reduce the amount of solid waste required to be disposed of by land disposal.

On June 8, 2016, the Successor Agency of the ICRA approved a Disposition and Development Agreement (DDA) to allow the applicant, Athens Services, to purchase the site in order to develop and operate the MRF/TS and convenience store/public gas station. The development of the site pursuant to the DDA would provide the City and its residents with a state-of-the-art facility for solid waste disposal, recycling and source reduction.

The environmental review for the proposed Project was originally certified in 2016. Specifically, on June 8, 2016, the City Council certified the 2016 Final Environmental Impact Report (2016 FEIR) for the Project. In July 2017, Addendum No. 1 to the 2016 FEIR was prepared and adopted to address minor, internal site plan adjustments made in the final design of the Project. On October 11 and October 25, 2017, the City Council approved land use entitlements for the development and operation of the Project.

As described above, two lawsuits challenging the City Council's approval of those land use entitlements and permits were subsequently filed. The first was filed by the City of Baldwin Park. The second was filed by Waste Management, a direct competitor of the Applicant and one that had itself unsuccessfully bid for the opportunity to build and operate the MRF/TS within Irwindale. Both lawsuits raised similar issues and were processed together by the Court. All claims raised in both lawsuits relating to the City's General Plan and Zoning Ordinance were found to be without merit, and the vast majority of claims relating to the Project's environmental review were also rejected by the Court. However, the Court did find that the environmental review for the Project required additional analysis in relation to four discrete issues:

- Truck Fueling Operations
- Greenhouse Gas Emissions
- Transportation Energy Use
- Project-specific Health Risks from Emissions of ROG, NOx and Ozone

As is customary in such Rulings, the Court ordered that the City vacate the Project's prior approvals until the four discrete issues identified by the Court were addressed in subsequent environmental review. Consistent with the Court's Ruling, in late 2019, the City Council adopted Resolution No. 2019-63-3147 and SA Resolution No. 2019-64-3148, rescinding the prior approvals for the Project. (See **Exhibit H, Agenda Report & Resolution Nos. CC 2019-64-3147 and SA 2019-64-3148**.) Subsequently, the City prepared a 2020 Recirculated Draft Environmental Impact Report (2020 RDEIR) addressing the four discrete issues identified by the Court. (See **Exhibit G, 2020 Final EIR**, and **Exhibit A, Resolution No. 790(21) Certifying the 2020 Final EIR**.) All other parts of the Project's environmental review were determined by the Court to be adequate and consistent with the law, and therefore were not revisited and remain valid.

The 2020 RDEIR was circulated for public review and comment, as required by the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.). All comments received during the 2020 RDEIR public review and comment period, and the City's written responses to those comments, have been included in the 2020 Final EIR. (See **Exhibit G, 2020 Final EIR**.)

The Project now requires certification of the 2020 Final EIR, and re-approval and re-adoption of the Resolutions and Ordinances vacated by the City Council in late 2019.

GENERAL PLAN AND ZONING

The current General Plan land use designation is Commercial. One of the requests is to change the General Plan land use designation from Commercial to Commercial/Industrial. The proposed use will be consistent with the Commercial/Industrial General Plan land use designation. The property is zoned M-2 (Heavy Manufacturing).

A Zoning Ordinance Amendment (ZOA) is proposed, in conjunction with a Development Agreement to allow the MRF/TS as a permitted use in the M-2 zone. The ZOA is also proposed to revise the distance requirements for the sale of alcoholic beverages. The site is surrounded by the following uses and zoning as described in Table 1, "Surrounding Land Use".

Table 1. Surrounding Land Use

Direction	Existing Land Use	Zoning District
North	Santa Fe Dam	A1 (Agricultural)
South	City of Baldwin Park	Industrial: fronting Arrow Highway; Residential: approx.. 500'

			south of the Industrial Uses
East & Northeast		Santa Fe Dam & LADWP Power Lines	A1 (Agricultural)
West & Northwest		Industrial/Distribution Facility	M2 (Heavy Manufacturing)

ENVIRONMENTAL REVIEW

The entirety of the environmental review for the proposed Project is contained within the 2020 Final EIR, State Clearinghouse No. 2013051029, which is the document before the City for certification. . The 2020 Final EIR contains the original 2016 FEIR, Addendum No. 1 to the 2016 FEIR, the 2020 RDEIR (which address the four discrete issues identified by the Court has requiring additional analysis), all written comments received during the public review period for the 2020 RDEIR, the City's written responses to those comments, and all errata and revisions to the 2020 RDEIR resulting from the written comments and responses.

An EIR is the most comprehensive form of environmental documentation under CEQA and the CEQA Guidelines; it is intended to provide an objective, factually supported analysis and full disclosure of the environmental consequences of a proposed project with the potential to result in significant, adverse environmental impacts.

In compliance with CEQA, a Notice of Completion (NOC) and Notice of Availability (NOA) for the 2020 RDEIR were prepared by the City and distributed to the State Clearinghouse, Office of Planning and Research, responsible agencies, and other interested parties. The NOC and NOA identified a 45-day public review and comment period for the 2020 RDEIR beginning on June 22, 2020 and ending on August 5, 2020. A copy of the 2020 RDEIR was posted on the City's website at https://www.irwindaleca.gov/177/Materials-Recovery-Facility-Transfer, and was available by request at the City Clerk's Office, Irwindale Library, and Community Development Department. A Tribal Consultation with the Kizh Nation was held on August 27, 2020.

As discussed above, the environmental review for the proposed Project was upheld by the Court with the exception of four discrete areas of analysis. Therefore, via the 2020 RDEIR, the City has revised and recirculated only those sections of the prior environmental review relating to these four issue areas. The remainder of the prior environmental review remains valid.

- **Fueling Operations:** The 2020 RDEIR includes an assessment of fueling operations for all commercial waste hauling vehicles using the MRF/TS and provides further clarity on the fact that the public gas station proposed as part of the Project will be separate from the MRF/TS and serve public vehicles, like any typical gas station of similar size, associated with a convenience store. The analysis included in the 2020 RDEIR concludes that there are no adverse environmental impacts caused by these fueling operations.

- **Greenhouse Gas Emissions:** The 2020 RDEIR revises the Project's greenhouse gas emissions analysis. The analysis applies a "net zero GHG" quantitative threshold, meaning that the Project will not result in impacts associated with greenhouse gas emissions only if the net greenhouse gas emissions resulting from Project implementation are less than zero (i.e., less than the quantity of emissions generated currently, and which will continue to be emitted if the MRF/TS is not constructed). The analysis documents how construction of the Project and provision of an additional materials sorting and transfer station in an urban area, closer to existing waste generating markets, will result in fewer miles traveled by existing waste hauling trucks. As explained in detail within the 2020 RDEIR and 2020 Final EIR, this results in a net reduction of greenhouse gas emissions as a result of the Project. Therefore, the analysis concludes that there are no potentially significant GHG impacts, and no mitigation is needed.

- **Transportation Energy Impacts:** The 2020 RDEIR includes an assessment of potential energy impacts based upon energy questions in the CEQA Guidelines *Appendix G: Environmental Checklist form, section VI., Energy*, that were added to the CEQA Guidelines in 2019, and an analysis of the proposed Project's transportation energy use requirements. The analysis recognizes that the proposed MRF/TS would not generate waste but would instead process waste that would be redirected from the Athens City of Industry MRF/TS or other MRF/TS facilities in the region. The regional efficiencies obtained with reduced average travel distances for waste collection and haul trucks results in a net reduction in fuel demand. The analysis concludes that with the regional efficiencies obtained by processing materials at this site rather than at locations at greater distance from collection sources and/or processing and disposal facilities, there are no adverse environmental impacts caused by the transportation energy use required for waste collection and materials hauling operations.

- **Project-Specific Health Risks from Emissions of ROG, NOx and Ozone:** The 2020 RDEIR includes an assessment of the potential health impacts from the Project's previously-documented and disclosed significant and unavoidable air pollutant emissions of ROG, NOx, and ozone. This chapter provides further details regarding the health assessments that were presented in the prior environmental review documents and explains why additional modeling to isolate project-specific ozone-related health effects that may be attributable to local and regional emissions is not technically feasible and would not provide additional meaningful information.

In addition to the four issue areas described above, the prior environmental review for the proposed Project, which is incorporated into the 2020 Final EIR, also includes detailed environmental analysis of the following: Aesthetics, Agricultural and Forestry Resources, Air Quality, Biological Resources, Cultural Resources, Energy, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land

Use, Mineral Resources, Population and Housing, Public Services, Recreation, Transportation and Circulation, Utilities and Service Systems, Wildfire, and Truck Fueling.

Alternative sites were considered for the Project and included the review of seven (7) different locations for potential siting. Each has been determined to be infeasible based in part on not meeting some or all of the project objections, as well as not reducing, or avoiding potential impacts to a greater extent than the proposed Project.

As required by CEQA, an alternative analysis was considered in detail in the 2014 RDEIR that included 1) a Reduced Tonnage Capacity Alternative, 2) a Source-Separated MRF Alternative, and 3) a No Project Alternative.

The 2020 FEIR identifies three significant and unavoidable adverse impacts, as defined by CEQA, that would result from implementation of the proposed project. These impacts have not changed since the City Council's prior approval of the Project. Unavoidable adverse impacts may be considered significant on a project-specific basis, cumulatively significant, and/or potentially significant. The City must prepare a "statement of overriding considerations" before it can approve the project, attesting that the decision-making body has balanced the benefits of the proposed project against its unavoidable significant environmental effects and has determined that the benefits outweigh the adverse effects, and therefore the adverse effects are considered acceptable. The impacts that were found in the EIR to be significant and unavoidable are related to:

- Operational Air Quality Impacts: The environmental analysis has determined that unmitigated emissions for operation of the Project would exceed significance thresholds for daily ROG and NOx emissions, but not for CO, PM10, or PM2.5. The environmental analysis identifies several Mitigation Measures that reduce emissions of ROG and NOx to the extent feasible by requiring ROG emission control devices and CARB-certified vapor recovery systems and spill boxes at the public gas station, and by requiring that any heavy-duty diesel trucks accessing the site be properly tuned and maintained, requiring that trucks meet or exceed 2010 engine emission standards, requiring that on-site off-road heavy-duty equipment meet at least EPA Tier 3 emissions standards, and mandating idling limitations.

- Ambient Noise Impacts: The environmental analysis determined that Project operation could result in a significant increase in ambient noise levels and a cumulatively considerable contribution to traffic-related noise on Arrow Highway. The analysis identifies several mitigation measures that would reduce ambient Project noise to the extent feasible. However, the analysis also determined that the only potential mitigation for this impact would be the construction of soundwalls. The scale of the wall required would not be consistent with the development along Arrow Highway, and would not contribute to public health and safety, given that no sensitive activities (such as schools or residences) are located along the portion of Arrow Highway at issue.

- Traffic Impacts: The environmental analysis determined that the Project would contribute to traffic impacts on Caltrans facilities associated with I-605. The analysis also determined that these impacts can be reduced to less than significant with the installation of a traffic signal, right turn lane, and westbound through lane at the intersection of the I-605 NB Off Ramp and Live Oak Avenue. These improvements are required by the Project's Mitigation Measures; however, because they are located within Caltrans jurisdiction, the City has limited power to ensure and guarantee that the improvements will be completed. While Caltrans has indicated in correspondence that it will support construction of these improvements, because the improvements are within Caltrans jurisdiction, in an abundance of caution the City has determined it cannot ensure the measures will be implemented prior to the completion of the Project, and for that reason, the impact is considered significant.

All other potentially significant impacts identified in the Project's environmental analysis have been determined to be feasibly avoided or mitigated to a less than significant level through the imposition of conditions and/or Mitigation Measures identified in the Mitigation Monitoring and Reporting Program for the Project.

Staff recommends that the Planning Commission recommend that the City Council find that the significant unavoidable adverse impacts of the industrial warehouse project are outweighed by the economic, social, technological, and other benefits of the Project, as set forth in the Statement of Facts and Findings and Statement of Overriding Considerations. These considerations include:

- The Project will be a regional asset needed to address and implement a series of legislative measures over the years designed to both promote and mandate the time-certain reduction, recycling, and reuse of solid waste in California.
- The City desires current and ongoing economic development of underutilized City-owned property, including lands that have been targeted for redevelopment.
- The City of Irwindale seeks long-term economic development that provides a range of employment opportunities to local citizens.
- The Project will facilitate the generation of additional property tax, utility user tax, and host fees for the City of Irwindale.
- The Project will provide a state-of-the-art waste processing and transfer facility that reduces environmental impacts to the extent feasible through the imposition of mitigation measures, and will provide its services in a fully enclosed building, compatible with adjacent land uses, and utilizing modern, energy efficient, sustainable project design.
- The Project effectively utilizes a location with nearby Interstate access, minimizing traffic on local streets and on the regional transportation network.
- The Project provides a disposal outlet accessible to local waste haulers during non-peak traffic hours to reduce traffic loading to area roads during peak hours.
- The Project meets and fulfills several objectives and goals of the City's 2020 General Plan, including Community Development Element Policy 10, Community

Development Element Policy 12, Community Development Element Policy 13, and Community Development Element Policy 15.

PROJECT DESCRIPTION
Athens Services, the applicant, is proposing the following at 2200 Arrow Highway:

- A ± 265,228 square foot Materials Recovery Facility/Transfer Station (MRF/TS), including
- A ± 2,587 square foot Convenience store with an 8-pump public gas station

MRF/TS
No changes to the MRF/TS have been proposed since the City Council's prior approval of the Project. (See **Exhibit I, Project Plans**.) The MRF/TS is a regional facility where residential, commercial, an/or industrial municipal solid waste and recyclable materials are delivered by commercial and non-commercial haulers, and sorted and processed in one central location prior to delivery at end use distributors. The MRF/TS consists of a fully enclosed building with the interior designed to provide separate areas to receive, process, and transfer mixed municipal solid waste (MSW), green waste, construction and demolition (C&D) materials, and waste hauled in by self-haulers. MRF/TS operations would consist of sorting, consolidating, and compacting received materials, and then re-loading all material into transfer trucks for transport to additional processing and/or disposal facilities (end use distributors). Four (4) scale houses for weighing are located to the west, north, and south around the MRF/TS building. The building also houses operations and administrative offices, and a maintenance facility for the transfer trucks and heavy equipment servicing the facility. The maintenance area also contains maintenance bays and storage. Entry and exit from the fully enclosed MRF/TS facility would be at controlled access points to mitigate odors, dust and litter. Negative pressure will be maintained at the building entrance to minimize the amount of untreated air leaving the building. An odor neutralizer may be mixed with dust control water in the ceiling mounted misting systems for extra odor mitigation, as needed. The building will be equipped with exhaust fans to provide multiple air exchanges ever hour, as needed. The air leaving the building at the roof exhaust fans will be treated by an odor neutralizing misting system to mitigate any odors.

The proposed MRF/TS site is a vacant, triangular-shaped parcel of approximately 17.22 acres. The site is located in an existing industrial area, with various commercial/industrial and recreational land uses in surrounding areas. Existing land uses that currently surround the site include a mixture of commercial and industrial to the west, east, and south, recreation/open space use to the north, and residential to the south beyond the commercial/industrial districts in the City of Baldwin Park.

There is a total of 326 parking stalls for employee and visitor parking. Parking is provided adjacent to the building, along the north property line, and toward the south property line near the convenience store. Flex spaces and truck stalls are located at the south building elevation. The Los Angeles Department of Water and Power (LADWP) is allowing parking

under their transmission line easement at the south area of the site and in the easement along the east side of the site along Arrow Highway.

A loadout tunnel is located adjacent to the MRF/TS on the south side of the building and is a critical component of the project. The tunnel has an efficient east-west configuration. A bridge over the tunnel has been added at the west side of the project to improve circulation by separating collection/commercial traffic from the transfer truck traffic. The recyclable loading dock is located to the south side of the project.

All commercial traffic and visitor traffic enters and exits from Arrow Highway. Employee traffic primarily enters and exits from the intersection at Live Oak Avenue and Baldwin Park Boulevard. Five (5) driveways serve the property, including Driveways 1, 2, 4, and 5 which are located on Arrow Highway. Driveway 2 has a trucks only ingress lane and a second entrance with ingress and egress for the employee parking lot. Driveway 3 remains in the same location on Live Oak Avenue for access to employee parking.

The MRF/TS facility will be designed to receive, process and transfer up to a maximum of 6,000 tons per day (tpd), based upon estimated averages of 3,000 tpd of municipal solid waste, 1,000 tpd of green waste, 1,000 tpd of construction & demolition materials, and 1,000 tpd of self-haul waste. Actual processing volume of each type of material per day could exceed these estimated averages and will depend on market factors and seasonal variations, but in no event will exceed 6,000 tpd in total. The overall volume of 6,000 tpd is based upon anticipated future market demand, which will be shaped in part by Athens' ability to competitively serve new communities in the San Gabriel / Los Angeles region, and in part by the response to new integrated waste management mandates arising under several pieces of legislation in California. Hazardous wastes would be prohibited at the MRF/TS. Only non-hazardous solid waste and non-hazardous recyclables are accepted at the transfer station sites.

The MRF/TS is proposed to be open for waste receipt 24 hours per day, 7 days per week, with the majority of waste receipt typically occurring between the hours of 6:00 AM to 8:00 PM from Monday through Friday; 6:00 AM to 4:00 PM on Saturday, and from 8:00 AM to 4:00 PM on Sunday. The MRF/TS is proposed to be open 24 hours per day, 7 days per week to provide service operations and activities that require off-hour waste management services (Caltrans off-hour road maintenance, emergency-related clean ups, etc.), and to encourage waste hauling during non-peak traffic hours to reduce traffic congestion. While the MRF/TS project is proposed to operate 24/7, the facility will not be required to be operated 24/7, and actual operating hours will be dependent upon market conditions. A Franchise & Facility Operations Agreement will be prepared between the City and Athens Services to include operational details for the project. Table 2 describes the MRF/TS hours of operation and anticipated employee numbers and work shifts.

Table 2: MRF/TS Project Hours of Operation

Planned Activity	Days	Hours
Receipt of Material	Monday – Sunday	24/7
Transfer of Material Off-site (both solid waste and recovered materials)	Monday – Sunday	24/7
Processing of Materials (indoors)	Monday – Sunday	24/7
MRF/TS maintenance (indoors)	Monday – Sunday	24/7
Vehicle maintenance	Monday – Sunday	24/7

EMPLOYMENT

The MRF/TS anticipates to employ approximately 345 full-time employees. There would be three (3) full-time working shifts. Employee shifts are likely to be scheduled as follows:

- Shift 1) 6:00am – 2:30pm
- Shift 2) 2:30pm – 10:30pm
- Shift 3) 10:00pm – 6:30am

CONVENIENCE STORE/PUBLIC GAS STATION

In addition to the MRF/TS, on-site improvements include a convenience store/public gas station. No changes to the convenience store/public gas station have been proposed since the City Council's prior approval of the Project. The convenience store/public gas station is a separate structure located in the south-eastern portion of the site adjacent to Arrow Highway. The anticipated hours of operation for the convenience store are 4:00 AM to 12:00 AM. An operator of the convenience store has not yet been determined, but the store is expected to operate in a typical fashion as other convenience/public gas station operations such as Arco AM/PM, 7-11, etc. The public gas station is planned for eight gas and diesel pumps on an island with an overhead canopy. Parking intended for the convenience store use is provided in front of and southwesterly to the store.

Total building specifics for the project are provided in the table below.

Project Building Specifications (MRF/TS & Convenience Store)

Project Building Elements	Specifications (Square Feet - SF)
Materials Recovery Facility/Transfer Station	104,732
Material Staging	25,000
Construction & Debris	41,500
Self-Haul - Construction & Debris	52,000
Office	12,780
Maintenance	17,180
Employee Area	9,249
Scale Houses	200

Convenience Store	2,587
Total	**265,228**
Parking Spaces Provided[1]	
MRF/TS Standard, ADA Parking Stalls, & Charging Stations	247
Convenience Store Standard, ADA Parking Stalls EV Charging Stations	26
Flexible & Transfer Truck Stalls	53
Bicycle (Short & Long-term)	14
Total Parking Stalls	**326**

PROJECT ENTITLEMENTS

The proposed project requires the following entitlements:

- Final Environmental Impact Report
- General Plan Amendment
- Zoning Ordinance Amendment
- Development Agreement
- Conditional Use Permit
- Site Plan & Design Review Permit

The Disposition & Development Agreement and Franchise & Facility Operations Agreement will be presented separately to the City Council and Irwindale Successor Agency.

The following describes each entitlement in more detail:

GENERAL PLAN AMENDMENT

No changes or revisions to the proposed General Plan Amendment have been made since the City's Council's prior approval of the Project. (See **Exhibit B, Resolution No. 791(20 General Plan Amendment No. 02-2016**.) Pursuant to California Government Code Section 65358(a) (Amendments), "If it deems it to be in the public interest, the legislative body may amend all or part of an adopted general plan."

According to the General Plan, the subject property is designated as Commercial. The Applicant is requesting a General Plan Amendment (GPA) to change the respective land use designation to Commercial/Industrial. The GPA will resolve an inconsistency between the current M-2 (Heavy Manufacturing) zoning designation and current General Plan land use designation. The Community Development Element Policy 3 mandates that the type, location, and intensity of new development meet with the requirements specified by the particular land use category in the General Plan. With the proposed GPA, the project site

[1] Parking requirements based upon the number of employees: 345 employees divided by 3 shifts equals 115 spaces required, plus Office and Convenience Store parking (32 spaces), for a total of 147 required parking stalls.

will be designated Commercial/Industrial, which permits, among other uses, light industry, heavy industry, and commercial uses. The proposed MRF/TS and convenience store/public gas station falls within these land use categories. Therefore, the proposed use will be consistent with both the land use designation as well as with the existing M-2 (Heavy Manufacturing) zoning classification.

ZONE ORDINANCE AMENDMENT

Pursuant to the provisions of Chapter 17.84 (Amendments) of the Irwindale Municipal Code (IMC), "the classification of property 'or existing zoning designation' may be amended whenever the public interest and necessity so require."

A Zoning Ordinance Amendment (ZOA) is proposed to permit materials recovery facilities and transfer stations (MRF/TS) in the M-2 (Heavy Manufacturing) zone subject to the approval of a development agreement, to establish criteria for granting a franchise agreement for the operation of a MRF/TS, and to modify the distance requirements for alcoholic beverage establishments.

The proposed ZOA to include a MRF/TS as a permitted use in the M-2 (Heavy Manufacturing) zone, subject to a Development Agreement is consistent with other industrial type uses conditionally permitted in the M-2 zone, including a variety of manufacturing/processing businesses. Additionally, the M-2 zone conditionally allows recycling facilities and the ZOA modifies the definition of recycling facilities to include a MRF/TS that is operated by a city-franchised waste hauler. Finally, the proposed ZOA is consistent with the General Plan policies and goals. The project falls within the land use categories for heavy industry and light industrial uses. Heavy industry is characterized by intensive industrial operations and light industry is defined as industrial uses that are located inside buildings in a clean, well-maintained setting such as the MRF/TS project. The following code sections have been revised:

- Section 8.20.370 – Right to grant a franchise
- Section 17.56.025 – Uses requiring a development agreement
- Section 17.56.030 – Limitation on permitted uses
- Section 17.56070 – Recycling facilities – Definitions
- Section 17.56.080– Recycling facilities-Criteria and standards
- Section 17.56.020 - Adding 43. Material Recovery Facilties/Transfer Stations

Exhibit B details the changes to the relevant sections of the Municipal Code related to the MRF/TS as follows:

> **"8.20.370 - Right to grant franchise.**
>
> A. In order to protect public health, safety, and welfare, to control pest and nuisance vectors and to carry out the mandatory duties imposed on the city by the State of California, the city council may authorize one or more contractors to make arrangements with generators of solid waste for the collection, transportation,

recycling and disposal of solid wastes within and throughout the city. To this end, the city council, subject to all applicable state laws, specifically retains the right to grant a limited, non-exclusive or exclusive franchise or franchises for the (i) collection of solid waste from any residential unit or commercial premises, and/or (ii) operation of a Material Recovery Facility/Transfer Station (as such term is defined in Section 17.56.080).

B No solid waste enterprise or other person shall undertake the (i) collection of solid waste from any residential unit or commercial premises, and/or (ii) operation of a Material Recovery Facility/Transfer Station (as such term is defined in Section 17.56.080) without first obtaining a franchise granted by the city council, in writing, naming the contractor. Any specific exceptions to the foregoing franchise requirement may be designated in the city's duly-adopted franchise contract.

C. The term of each franchise shall be set forth in the franchise agreement. A reasonable franchise fee shall be included within every franchise granted pursuant to this chapter. The amount and payment thereof shall be determined by the city council, and shall be set forth in the franchise agreement. A penalty for late payments may be imposed.

D. A grant of franchise pursuant to this Section shall be made in the discretion of the city council and consistent with Irwindale City Charter Section 608."

Section 17.56.025 is added to the Irwindale Municipal Code to read, in its entirety, as follows:

"17.56.025 – Uses requiring a development agreement.

The uses listed below shall be allowed in the M-2 zone with either (A) a conditional use permit, or (B) a development agreement that (i) meets the requirements of Government Code sections 65864-65869.5, and (ii) includes development standards that ensure the public's health, safety and welfare and that any development is consistent with the City's General Plan and any other applicable land use plan(s):

1. Material Recovery Facility/Transfer Station, if said facility is also approved in conjunction with a franchise agreement granting a limited, non-exclusive or exclusive franchise for operation of said Material Recovery Facility/Transfer Station.

2. (Reserved).

When a use is allowed by development agreement or conditional use permit in this Section, all ancillary uses can be approved by such development

agreement or conditional use permit so long as appropriate and required findings can be made. Approval of a development agreement pursuant to this Section shall also qualify as an entitlement approval equivalent to that of approval of a conditional use permit, and shall be treated as a conditional use permit approval, for the purposes of any other provisions of this Title 17. Nothing in this section is intended to limit other uses that may be included in a development agreement as otherwise allowed in Sections 17.56.010 and 17.56.020 for the M-2 zone."

Section 17.56.030, at Subsection A, of the Irwindale Municipal Code is amended to read, in its entirety, as follows (new text, if any, is identified in underlined, deleted text, if any, is identified in ~~strike through~~), with all provisions of Subsections B and C remaining unmodified and in full effect

17.56.030 - Limitation on permitted uses.

Every use permitted in the M-2 zone shall be subject to the following limitations:

A. Unless a specific provision of this Chapter 17.56 authorizes lesser setback requirements, the following general requirements apply. When an M-2 lot fronts or sides upon a street, public or private, when adjacent to residential and agricultural zones, there shall be maintained front and side yards of not less than fifty feet in depth along such thoroughfare. When an M-2 lot fronts or sides upon a street, public or private, when adjacent to commercial and M zones, there shall be maintained front and side yards of not less than twenty feet in depth along such thoroughfare. A landscaping area, not less than twenty feet in width, shall be maintained along all street frontage of such lots. The following accessory uses shall be permitted in such front or side yard areas:

1. Landscaping;
2. Passenger vehicle parking (only if surfaced in such manner as to eliminate dust or mud);
3. Employees' recreational area without structures;
4. An ornamental, open type fence, not over eight feet in height, made of material such as woven wire, wood, welded wires, chain link, or wrought iron.
5. Utility or other easements.

. . . ."

Section 17.56.070 of the Irwindale Municipal Code is amended to read, in its entirety, as follows (new text, if any, is identified in underlined, deleted text, if any, is identified in ~~strike through~~):

"17.56.070 - Recycling facilities—Definitions.

For the purpose of carrying out the purpose of this code, the words, phrases and terms included in this title shall have the meaning ascribed to them in this chapter. The use of the terms "collection facilities" or "processing facilities" herein, whether large or small, shall not apply to ~~either (i) materials recovery facilities and transfer stations (MRF/TS), which are facilities operated by a city-franchised waste hauler for the recovery of recyclable materials from the municipal waste stream, including its city-approved related or incidental uses~~; (ii) auto dismantling/recycling facilities or junk/salvage/scrap yards; (iii) asphalt plants; (iii~~iv~~) concrete plants; (iv) concrete product manufacturing,(v~~i~~) rubberized materials/tire recycling and (vi~~i~~) landfills.

A. Large Collection Facilities. A center for the acceptance by donation, redemption or purchase of recyclable materials from any person. Such a facility uses power driven processing equipment. Large collection facilities have storage areas that occupy more than five hundred square feet.

B. Large Processing Facilities. A facility used for the collection and processing of recyclable materials that occupies twenty-five thousand square feet or more of gross collection, processing and storage area.

C. Small Collection Facilities. A center for the acceptance by donation, redemption or purchase of recyclable materials from the public. Such a facility does not use power driven processing equipment. Small collection facilities have storage areas that occupy no more than five hundred square feet.

D. Small Processing Facilities. Same as large processing facility, but occupies twenty-four thousand nine hundred ninety-nine square feet or less of gross collection, processing and storage area.

E. Material Recovery Facilities/Transfer Stations (MRF/TS). Facilities operated by a city-franchised waste hauler for the recovery, processing and/or transfer of recyclable materials, refuse and solid waste from the municipal waste stream, including its city-approved related or incidental uses."

Section 17.56.080 of the Irwindale Municipal Code is amended to add a new subsection C to read as follows, with all provisions of Subsections A and B remaining unmodified and in full effect:

"17.56.080 - Recycling facilities—Criteria and standards.

. . . .

C. Material Recovery Facilities/Transfer Stations (MRF/TS).

1. Must be approved by development agreement and limited, non-exclusive or exclusive franchise agreement, pursuant to which additional standards beyond those required in this subsection C may apply.

2. Any storage containers or other equipment or materials must be stored in a manner so as to be adequately screened from the public right of way.

3. Any storage container must be located a minimum of ten feet from any property line.

4. Containers must be constructed and maintained with durable waterproof and rustproof materials, adequately painted and maintained in good condition.

5. Sufficient parking for operator's commercial and employee vehicles, as well as visitor parking, in the amount required per Section 17.64 shall be provided.

6. Must have all applicable permits from the California Department of Conservation and meet the requirements of the California Beverage Container Recycling and Litter Reduction Act of 1986.

7. The facility shall be clearly marked with the name and telephone number of the facility operator and the hours of operation. Identification and informational signs shall be subject to the sign standards applicable to the zone in which the facility is located. Onsite directional signs, bearing no advertising message, may be installed with the approval of the planning director, if necessary, to facilitate traffic circulation or if the facility is not visible from the public right-of-way. Directional signs shall include the city's logo.

8. The City of Irwindale must receive the source credit for the collections and processing.

9. No hazardous materials, including but not limited to, automotive fluids shall be permitted on site. Any hazardous materials inadvertently introduced into the site shall be disposed of immediately per state law requirements.

10. The facility is subject to annual inspections by the city to verify compliance with approved conditions of approval and applicable law.

11. The facility must submit reports for yearly disposal and diversion amounts to be reviewed by the planning department and finance department. Diversion activities must be in accordance with all applicable federal, state and local requirements.

12. The facility is required to obtain a city business license.

13. Except for small quantities of CRV materials, if warranted as determined by the community development director and in accordance with state law requirements, the facility will be required to maintain a customer log; at which time the customer must show valid identification, such as a state issued driver's license, identification card and/or thumb print where applicable.

14. All portions of the lot, other than approved landscaping areas, shall be paved.

15. Adequate security measures shall be established, including but not limited to, cameras with recording capabilities, motion sensors and lighting.

16. Any request for expansion of an existing facility requires a modification of the previously approved development agreement or conditional use permit, unless such modification meets criteria for minor modifications per the development agreement or conditional use permit conditions.

17. Hours of operation shall be established in the development agreement or conditional use permit.

18. Minor repairs shall be permitted for fleet vehicles and machinery only. All repairs must be done within an enclosed building or shielded from the public right of way and be limited to oil changes, tire changes and the like.

19. Recycling activities must be in accordance with all applicable federal, state and local requirements.

20. Minimum landscaping requirements shall be per the approved site plan and shall not be subject to the minimum requirements otherwise applicable in the M-2 zone.

21. Must comply with all applicable environmental mitigation measures at all times, including odor and noise, and promptly and adequately address all complaints received from the general public and report same to the community development director within 48 hours.

22. To the extent a duly-approved development agreement or conditional use permit contains terms or conditions more specific than the ones

contained in this Section or elsewhere in the Code, the more specific terms shall control."

Section 17.56.020 of the Irwindale Municipal Code is amended to add the following numbered item to the list of uses requiring a conditional use permit: "43. Material Recovery Facilities/Transfer Stations (MRF/TS), conditional use permit or development agreement, if said facility is also approved in conjunction with a franchise agreement and subject to all requirements of Section 17.56.025". Other provisions of Section 17.56.020 shall remain unchanged.

The proposed ZOA also amends the distance requirements for alcoholic beverage establishments. The Code Section 17.58.040 currently requires a minimum 1000-foot distance between an establishment that sells alcohol from certain uses, including an educational institution, nursery school, day camp, day care center, public park, or playground. The distance is measured from the closest property line of each use. The proposed convenience store is applying for a Conditional Use Permit to sell beer and wine. The closest property line is located approximately 130 feet directly across from the Santa Fe Dam Recreation Area, a public park. However, there is no direct access from the convenience store to the Santa Fe Dam Recreation Area entrance. A 6-foot high metal fence and steep stone slope of the 90-foot high dam, as measured from Arrow Highway, provides a substantial physical barrier that prevents direct access from the convenience store to the park. Not only is there a physical barrier from the convenience store to the park, Arrow Highway, a 70-foot wide, multi-lane arterial roadway, separates the store from the park (with no access to park facilities at this location). Access from the convenience store to the entrance to the park is well over 1000 feet. The ZOA proposes to waive the minimum distance requirement if it is determined that a substantial physical obstruction or barrier exists that makes it practically infeasable for an individual to travel the distance as measured by property lines if the actual distance travelled would be in excess of the minimum distance requirement.

Ordinance 752 details the changes to the relevant sections of the Municipal Code related to the alcoholic beverage establishment distance requirement as follows:

Subsection A of Section 17.58.040 of the Irwindale Municipal Code is amended to read, in its entirety, as follows (new text, if any, is identified in underlined, deleted text, if any, is identified in ~~strike through~~):

"A conditional use permit shall not be issued to a proposed on-sale or off-sale alcoholic beverage establishment if the proposed establishment would be located within three hundred feet from another such establishment or any residential use, church or other place of worship, or hospital; or within one thousand feet from an educational institution, nursery school, day camp, day care center, public park, or playground, as such distances are measured from

the closest property line of each use. Notwithstanding any provision in this chapter to the contrary, an "existing deemed approved alcoholic beverage establishment" which is seeking to obtain a conditional use permit shall not be required to comply with these distance requirements as part of the conditional use permit process. In addition, these distance requirements shall not apply to the location of any proposed on-sale or off-sale alcoholic beverage establishment within a bona fide restaurant or specialty food store as such terms are defined in Section 17.58.020.

The minimum distance requirement provided in this section may be waived by the development services director or the decision-making body, if in his/her/its reasonable judgment, it is determined that a substantial physical obstruction or barrier exists, such that it is practically infeasible for an individual to travel the distance (including by foot, bicycle or vehicle) as measured by property lines and the actual distance travelled would in reasonable likelihood be in excess of the minimum distance requirement. The substantial physical obstruction or barrier may be natural or man-made, provided it existed before submission of the application for the conditional use permit or development agreement. Examples of types of physical obstructions or barriers that may support a waiver include but are not limited to, restricted access highways or freeways, rivers or creeks, stormwater channels, large embankments or soundwalls."

DEVELOPMENT AGREEMENT

A development agreement is a contract between the City and the developer. No changes have been made to the proposed Development Agreement since the City's Council's prior approval of the Project, except to update the City's fee schedule. (See **Exhibit D, Resolution No. 793(20) for Development Agreement No. 02-2016**.) The agreement sets the standards and conditions that govern the development of the property. It provides certainty to the developer that the project will move forward over the course of development, but it also contracts the developer to provide benefits to the city, such as infrastructure improvements, or monetary payment into funds, such as "in lieu" fees, in exchange for that certainty. Development Agreement No. 02-2016 (Exhibit C, Attachment 1) outlines the obligations and benefits of the project and the criteria for development and operation of the MRF/TS, convenience store and public gas station.

Key provisions of the DA include the following:

1. *Scope of Development.* Developer will develop the MRF/TS site in conformance to the City's adopted ordinances, guidelines, and policies related to design.
2. *Host Fee.* The Host Fee to the City is $1.70 per ton of materials processed at the MRF/TS.
3. *Offsite Improvements.* Developer will construct all off-site improvements or fulfill this obligation via in-lieu and fair-share fees.

4. *Community Benefit.* Developer will construct a waste processing facility and transfer station enabling the City to meet its obligations with respect to waste disposal per the California Integrated Waste Management Act of 1989. The project will serve the materials and waste management needs of other jurisdictions in the region, reducing municipal costs, and protecting public health and safety. Also, the project will benefit the City by creating 345 new jobs in the community and revitalizing a blighted area.
5. *Indemnification.* Developer will indemnify the City for any damages, claims, or litigation arising out of or resulting from the City's approval of the DA.

For approval of a development agreement, a finding shall be made that the provisions of the proposed development agreement are consistent with the general plan and any applicable specific plan. With the proposed GPA, the project site will be designated Commercial/Industrial, which permits, among other uses, light industry, heavy industry, and commercial uses. The proposed MRF/TS and convenience store/public gas station falls within these land use categories. Therefore, the proposed use will be consistent with both the land use designation

CONDITIONAL USE PERMIT

No changes to the proposed Conditional Use Permit have been made since the City Council's prior approval of the Project, except to update certain conditions of approval to ensure they are consistent with the most recent version of the California Building Code and any other statutory requirements. (See **Exhibit E, Resolution No. 794(20) for Conditional Use Permit No. 08-2016**.)In order to engage in the retail sale of alcoholic beverages, the Applicant must obtain a Conditional Use Permit (CUP) pursuant to Section 17.58.030 of the Irwindale Municipal Code (IMC). The CUP is for a Type 20, Off-Sale Beer and Wine permit for off-site consumption. Before any CUP is approved, the applicant must show, to the satisfaction of the Planning Commission or the City Council on appeal, the existence of the following findings of fact. Staff has determined that the findings can be made based on the analysis below.

1. That the site is adequate in size and shape for the proposed use.

The site is adequate in size and shape for the proposed use for the following reasons: The site is 17.22 acres and zoned M-2 (Heavy Manufacturing). The proposed 2,587 square foot convenience store is less than .3% of the site. The proposed CUP is for a Type 20, Off-Sale Beer and Wine permit and alcohol sales will be a small part of the merchandise sold at the convenience store. No more than 500 square feet of floor area is permitted for the sale of beer and wine. The store will also sell non-alcoholic beverages, snacks, and sundries. The proposed use is a typical product sold at similar-type convenience stores. The convenience store is carefully designed and located on the site to adequately accommodate parking and on-and-off site circulation with access from multiple driveways along Arrow Highway. 26 parking stalls are provided for the convenience store use, located in front of the store and to the west of the store.

2. **That the site had sufficient access to streets and highways adequate in width and pavement type to carry the quantity of traffic generated by the proposed use.**

   The site is bordered by Arrow Highway on the North and Northeast and Live Oak Avenue on the South. Access to the I-605 Freeway is provided via Arrow Highway and Live Oak Avenue. The certified FEIR (SCH#2013051029) analyzed traffic volumes, trip distances, and overall circulation of the project, including the convenience store and public gas station. The site has sufficient access to streets and highways adequate to carry the quantity of traffic generated by the proposed use because Arrow Highway, a multi-lane street, is classified in the General Plan as a major arterial, sufficient to accommodate additional travel generated by the use.

3. **That the proposed use will not have an adverse effect on adjacent property.**

   The proposed use, as conditioned, will not have an adverse effect upon adjacent properties because the Applicant will develop an existing vacant parcel with specific mitigation measures which will be enforced to reduce dust, noise and visibility from adjacent properties. The use will provide goods and services to surrounding businesses and commuters on Arrow Highway and Live Oak Avenue. The site has been designed to accommodate vehicle circulation and meet parking standards. The adjacent properties to the west and south are developed with industrial uses that create loud noise, including a distribution center with heavy trucking. Properties to the south, across Live Oak Avenue (a 4-lane road) have industrial uses including a machining company, an industrial business park, and a large tank facility for the Valley County Water District. The subject site is located at the back of the Santa Fe Dam Recreation Area and is separated by Arrow Highway, a multi-laned arterial roadway and the proposed use is located at such a distance so as not to have an adverse effect on the recreation area.

In addition to the Conditional Use Permit Findings for an alcoholic beverage use, IMC Section 17.58.060, requires that findings be made regarding whether the public convenience or necessity would be served by the proposed alcoholic beverage establishment. Staff has determined that the findings can be made based on the analysis below.

1. That the proposed use serves the public convenience or necessity, based upon the factors outlined in Section 17.58.060.

   This finding is supported by the following facts:

   a. The issuance of the conditional use permit would not duplicate services and therefore contribute to an over-concentration of alcoholic beverage establishments because the nearest off-sale use is over one mile from the subject site;

b. Alcohol sales are related to the function of the proposed use in that it is common that similar-type convenience stores sell beer and wine, and it would place the business in an economic disadvantage with other similar convenience stores that sell beer and wine;

c. The proposed establishment will serve a niche in the market not filled by other alcoholic beverage establishment licenses in the area, in that the nearest off-sale use is over one mile from the subject site;

d. The proposed establishment will provide the convenience of purchasing alcoholic beverages in conjunction with other beverage and food sales as well as other merchandise;

e. The aesthetic character and ambiance of the proposed establishment will be consistent with the City's Commercial and Industrial Design Guidelines;

f. There are conditions of approval that prescribe the manner in which the proposed establishment is to be conducted, including the extent to which the establishment will provide an adequate and well trained staff.

g. The proposed establishment complements the established or proposed businesses in the surrounding area in that it will provide goods and services, including packaged food, alcoholic and non-alcoholic beverages, and sundries to the surrounding industrial and warehouse businesses and commuters;

h. According to the Irwindale Police Department, the proposed establishment, location and/or operator has no history of law enforcement problems;

i. According to the Irwindale Police Department, the crime rate in the reporting district and adjacent reporting districts is comparable to other areas in the city and adjacent cities;

j. According to the Irwindale Police Department, the number of alcohol-related police calls for service, crimes or arrests in the reporting district and in adjacent districts is comparable to other areas of the city and adjacent cities;

k. Conditions of approval have been included to ensure that the proposed establishment will maintain security, or surveillance, both inside and outside the premises and comply with all applicable laws.

2. That the proposed establishment will comply with the conditions of approval at Section 17.58.070; 17.58.080; and 17.58.090 of this chapter.

This finding is supported by the following facts:

The conditions of approval contained in Sections 17.58.070; 17.58.080; and 17.58.090 of the IMC have been incorporated into the conditions of approval for this proposal, including, but not limited to, convenience store staff training, adequate exterior lighting, graffiti removal, and requiring the applicant or operator to obtain all required licenses and permits.

SITE PLAN AND DESIGN REVIEW (DA) PERMIT

No changes to the proposed site plan and design review permit have been made since the City's Council's prior approval of the Project. (See **Exhibit F, Resolution No. 795(20 for Site Plan and Design Review Permit (DA) No. 06-2016**.) Pursuant to the provisions of Chapter 17.70 (Site Plan and Design Review) of the Irwindale Municipal Code (IMC), "No person shall construct any building or structure or make structural and physical improvements, additions, extensions and/or exterior alterations, and no permit shall be issued for such construction until the site plan and design review has been submitted to, reviewed by, and approved in accordance with this chapter. The property may only be developed, used and maintained in accordance with the approved site plan and design review."

Development Standard	Minimum Requirement	Project Proposal
Front Yard Setback (from Arrow Hwy)	20'-0"	±155' – 30'
Side Yard Setback	0'-0"	±60'-0"
Rear Yard Setback	N/A	±60'-0"
Floor Area Ratio (F.A.R.)	1:1.0	.35:1.0
Building Height	N/A	50'-6" – 21'-0"
Landscaping	10%	15%
Parking	188	326

Landscaping

Approximately 110,057 square feet (15%) of the project site is proposed to be landscaped in compliance with the "City of Irwindale Commercial and Industrial Design Guidelines" and the Zoning Code requirements for parking area landscaping. The proposed landscape plan is comprised of a combination of parking lot shade trees, procession of palm trees along the Arrow Highway entrance to the site, with shrubs and groundcover.

Building Height

There is no established maximum allowable height standard in the M-2 (Heavy Manufacturing) zone. The proposed buildings range in heights from 50'-6" for the MRF/TS building and 21' for the convenience store.

Access and Circulation

Ingress and egress to the site are provided via five driveways: Driveways 1, 2, 4, and 5 on Arrow Highway and Driveway 3 on Live Oak Avenue, with a Fire Department access entrance at the southwest corner of the property. Driveway 2 includes a trucks only ingress lane and a second entrance with ingress and egress for the employee parking lot. Addendum No. 1 to the FEIR evaluated the minor, internal site plan adjustments made for the final design of the project that included off-site improvements resulting from the internal site changes. The overall circulation of the project has remained similar to the FEIR site plan. All commercial traffic and visitor traffic enters and exits from Arrow Highway. Employee traffic primarily enters and exits from the intersection at Live Oak Avenue and Baldwin Park Boulevard.

Parking

A total of 188 parking spaces are required and 326 spaces are provided for employees and visitors, with a surplus of 138 parking spaces. Parking is provided adjacent to the building, along the north property line, and toward the south property line near the convenience store. Flex spaces and truck stalls are located at the south building elevation. The Los Angeles Department of Water and Power (LADWP) is allowing parking under their transmission line easement at the south area of the site and in the easement along the east side of the site along Arrow Highway. 247 parking spaces are provided for the MRF/TS; 26 parking spaces are provided for the convenience store/public gas station; 34 Flexible stalls are provided for either use and 19 parking spaces are provided as transfer truck stalls. In addition, the parking provides the required number, size and design for ADA parking stalls and EV Charging Stations. Short and long-term bicycle racks are provided.

Signage

IMC Section 17.56.050 "Signs" provides the maximum allowable sign area for freestanding and wall signs. Based on the approximate square footage of the MRF/TS building, the allowable amount of wall signage would equate to ±7,500 square feet. The convenience store would be allowed 250 square feet of signage. Freestanding signs would be limited to 150 square feet regardless of building size. Like other recently approved, large-scale projects, staff incorporates a Condition of Approval that requires the applicant to prepare a comprehensive sign program. The sign program includes, but is not be limited to, sign type, square footage allowances, scale, placement, illumination, quantity, colors and materials.

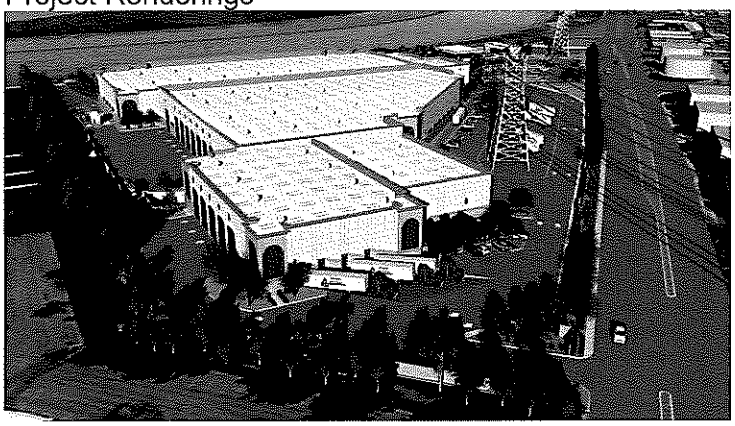
Building Design/Design Guidelines

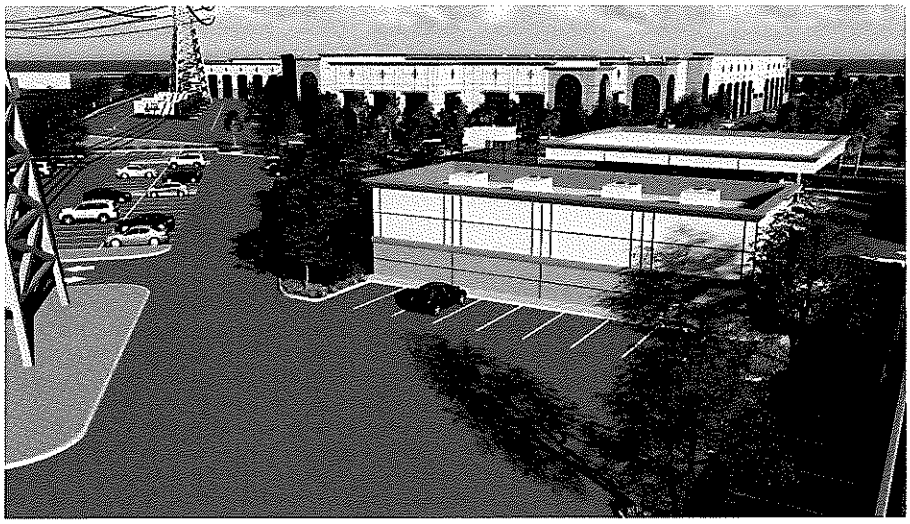
The proposed project is a two-story MRF/TS building and single-story convenience store located on the triangular-shaped property. The proposed office building incorporates desired design elements from the Commercial and Industrial Design Guidelines including but not limited façade elements, roofs and parapets, materials and colors. The layout, landscaping and design of the site also incorporated encouraged design principles. For example, the articulated arched façade elements with translucent panels are provided to break up the building massing. Additionally, the building elevations are scored vertically and horizontally to provide architectural interest. The building also features raised decorative accent elements with metal crosspieces over the bay doors. Neutral beige and

tan colors are proposed on the building façade, with bronze translucent panels and dark trim color for the building accents.

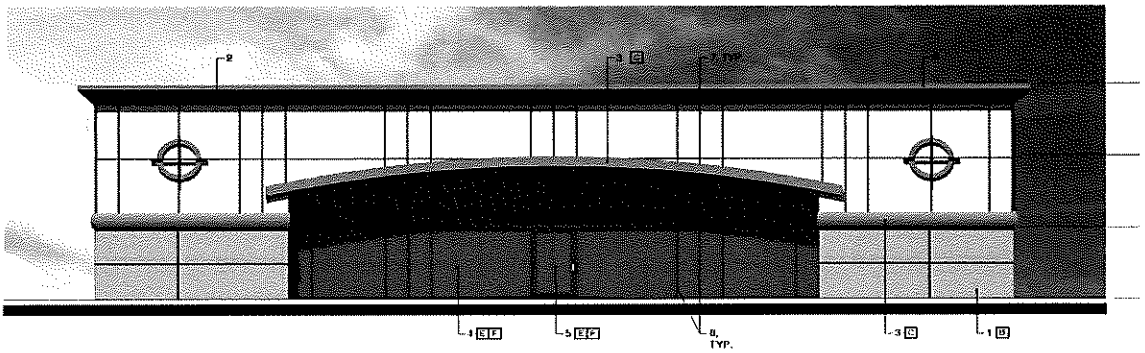
The convenience store exhibits the same color palette and architectural design elements including the raised decorative accents with metal crosspieces and vertical and horizontal scoring to break up building massing. The store features an enhanced front façade with an arched eyebrow canopy over the entrance. A horizontal band course provides dimension and color change around the building. The renderings below show the design of the MRF/TS and the following Design Guidelines Matrix gives specific design principles from the Commercial and Industrial Design Guidelines, which principles are discouraged and how the project responds.

Project Renderings





Convenience Store:



NORTH ELEVATION

Design Guidelines Matrix

Irwindale Materials Recovery and Transfer Station Project

9/7/2017

Site Design & Landscaping

Design Objectives and Siting	Encouraged	Discouraged	As Applied to Project
	Majority of frontage at public sidewalk	Parking in front	Due to the scale and massing of the Project, the building has been set back from the public street to provide a landscape buffer and transition zone from vehicle/pedestrian scale to the larger building scale.
	Historical structures and land forms incorporated	Building set back entirely from sidewalk with no mitigating landscaping or garden structure	No adjacent landforms or nearby historical structures to provide Project adjustments or contextual adherence
	Cluster buildings, incorporate plazas and walkways on larger sites	Large self contained building	Entrance, and Convenience Store) are all clustered off of the main entry at Arrow Highway. It is critical to provide separation of public and commercial areas for safety and efficiency of operations. Operations of the facility require large contiguous building areas sufficient to accomodate waste transfer and recovery. Project massing has been broken up into smaller masses and clusters around larger MRF/Transfer Building.

Parking/Access	Encouraged	Discouraged	As Applied to Project
	Reciprocal access	Curb cuts in arterial streets	All commercial and public traffic is provided via primary and secondary access points from Arrow Highway. Employee parking access provided off of Live Oak Avenue.
	Parking to rear if secure; to side as alternate	Front parking more than 60 feet deep	Parking and landscaping has been provided at perimeter of building to provide significant buffer at Live Oak Avenue and Arrow Highway. Parking is located as necessary to provide a sufficient setback to lessen the building's massing along street frontages.
	Vehicle and pedestrian connections between adjacent uses	Poorly designated pedestrian walkways	Pedestrian walkways have been provided between the parking areas and buildings as well as to Arrow Highway. As the surrounding areas are industrial, there are no adjacent uses that are suitable for pedestrian connections.
	Safe and well designated pedestrian path of travel		Controlled pedestrian access is provided at perimeter of facility to encourage safe travel of employees to and from parking areas to building. Designated crosswalks are provided at vehicle circulation areas.

Open Space	Encouraged	Discouraged	As Applied to Project
	Courtyards, visible from buildings or street	Termination of existing linkage	Administration Building is L-Shaped to provide a courtyard-public area visible from main entry at Arrow Highway.
	Public spaces for relaxation and rest		Exterior employee break area provided adjacent to Administration Building.
	Outdoor dining with permit		Not applicable.
	Shading of open spaces & parking lot	Unshaded parking lot and unshaded public open space areas	Significant shading is provided at parking and public areas.

Screening	Encouraged	Discouraged	As Applied to Project

	Parking lot screening at street periphery		Decorative concrete block wall with landscaping and stepped configuraton is provided at entire perimeter of Project.
	Berming with landscaping preferred		Due to limited setback between public right-of-way and perimeter screen wall, landscape berming has not been provided.
	Solid walls with landscaping for trash and storage facilities		Decorative concrete block wall with landscaping is provided at trash enclosures.
	Proper slope planting techniques to provide screening		Not applicable to this Project.
	Sound attenuation walls, buffer zone and landscape screening at commercial /residential interface	Ground covers and flowering perennials alone	Significant setback of building from Live Oak Avenue and Arrow Highway is provided to allow for landscape and parking areas buffer. Decorative concrete block wall is provided at entire site perimeter for visual screen and sound attenuation.
Landscaping	**Encouraged**	**Discouraged**	**As Applied to Project**
	Minimum 10% of total gross site landscaped	Overused, generic plants, High water-use plants, High water-use plants, compatibility of plants	14% of gross site area is landscaped.
	Minimum 10% of parking area landscaped		Parking lot area landscaping exceeds 10%.
	Define the road edge, entrances & exits with landscaping		Landscaping is provided at all entry, roadways and driveway to define edge.
	Consistency & compatibility in style/design of paving & site amenities	Inconsistent design style of paving & site amenities	Decorative paving provided at primary Project vehicle entries at Arrow Highway and at exterior employee break area. Break area also has decorative screen wall and landscaping. Due to industrial use of facility, limited site amenities are provided.
	Lighting for safety and accent		Lighting provide at all exterior areas. Accent lighting provided at building perimeter and at public areas.
	Incorporation of local quarried stone		Not provided for this Project.
Planting	**Encouraged**	**Discouraged**	**As Applied to Project**
	Enhanced project entries		Enhancements provided at project entries including use of Washingtonia Palms and Crape Myrtles.
	Native plants		Native plants are integrated into the landscape design.
	Drought tolerant / low water usage plants	High water usage plants, irrigation overspray and waste	Onsite landscaping uses 31% less water than allowable. Right-of-way landscaping uses 80% less water than allowable.
	Appropriate groupings of plant materials	Large areas of sod that require intense maintenance	Variety of planting materials are used with very limited use of turf.
	Vine pockets on walls & buildings		To protect building and screen walls, no vine pockets have been provided. Five varieties of landscape shrubs have been provided at screen walls and building walls.
	Theme trees, Mexican Fan Palm preferred		Washintonia Palms and Crape Myrtles have been used extensively at Project entry and highlight areas.

Building Design & Signs

Design Principles	**Encouraged**	**Discouraged**	**As Applied to Project**
	Balance, rhythm, symmetry		The operational aspect of this building required a large interior clear area, thus providing a challenge for varied building massing and forms. A varied series of panel types within the design allow for building access (doors), ventilation (louvers), ambient light (polycarbonate panels) and vision (glass). The panel types are arranged in like-panel runs that are symmetrically bookended with arched panels. The same rhythm of arched panels is used at the Administration area with enhanced recesses and detail.

	Layering / detail / depth	Applied ornament as substitute for integrity and interest of massing	The entire building is supported by a base layer, above the base layer are field panels that are capped with a large projecting cornice. Additional architectural detailing and fenestration is provided at corners with enhanced detailing at public interface locations. Panels and building forms are also stepped to provide additional depth and layering to the building massing.
	Vertical / horizontal balance		The run of horizontal panels have been broken up with varying vertical heights at mid-span of long runs as well as between the two large building masses and the attached Administration Area.
	Enhanced street corners		Large areas of polycarbonate panels at the MRF/Transfer Building and vision glass at the Administration Building have been located at all corner areas. Enhanced eyebrow reliefs have been placed above the arched openings at these locations as well as architectural detailing in the panel field above the arch.
	Pedestrian vitality		The majority of the building is placed a large distance from pedestrian access to allow for safety of the pedestrian and better operational vehicle circulation. Pedestrian accessible building areas are articulated with deep arched recesses with glazing, additional landscaping, colored horizontal metal ACM soffits and enhanced paving.

Style	Encouraged	Discouraged	As Applied to Project
	Authentic period styles compatible with City context	Mimicry of mission bells, etc.	The exterior can best be described as a modern adaptation of the Mission style, which is representative of the City's history. For instance, the Project incorpraotes significant horizontal and vertial variation to add richness and variety to the building mass, the use of arches, and light primary colors. This is an appropriate hybrid given the use and scale of the Project.
	New buildings that draw upon the fundamental characteristics of existing buildings in Irwindale	Historic-look-alike building	the recently designed Alderson Business Park, including arches, mixtures of light colors, and building frenestration and articulated roof lines. These design characteristics are consistent with the Mission style prevalent within the City.
	Facades with depth of planes	Parabolic arches	The exterior wall planes have be stepped at the perimeter of the building creating a sawtooth floor plate.
	Develop contemporary interpretations of the traditional context	Stock building plans or typical corporate or franchise operation designs	The clean lines and forms of this Project are an adaption of mission style elements for a modern industrial application. The challenge is adjusting the scale and detail that is more typical of smaller developments. The key solution was to slightly oversize the architectural features and create repetitive patterns (IE: groups of doors or windows) that read a single larger element. These feature fit well within the larger scale of the Project.

Architectural Detailing - Facade Elements	Encouraged	Discouraged	As Applied to Project
	Recessed heavy wooden doors		Not applicable for this Project.
	Deeply recessed windows with planter boxes		All exterior fenestrations at public areas are deeply recessed into arched openings.
	Arcades, columns for scale, balance & rhythm	Long, unbroken façade, Flush windows, Neon window perimeter strips	As noted above, series and groups of elements have been linked together to break up the longer runs of panels. All panel runs are also terminated on each end with arched translucent panels that glow from within during the nighttime.
	Base & comice expression		The exterior has a defined based and cornice.
	Detailed balconies		Not applicable for this Project.

	Simple awning / canopy shapes		Small canopies and shades are the not appropriate scale for this Project. Large recessed opening with soffits are created at public entry areas.
	Custom ornamentation	Oversized, novelty, or generic ornament	Simple ornamentation is provided at and above all glazed panel areas. Ornamental lighting is also placed throughout all panel locations.
	Continue façade variations on all sides, including roof line	Permanent, non-retractable or exterior security grate/bars	Design features have been carried throughout the Project.

Architectural Detailing - Roofs & Parapets	Encouraged	Discouraged	As Applied to Project
	Varied rooflines- low pitch	Varying roof pitches, Unbroken ridge lines	Low pitched roof used.
	Flat roof behind detailed parapet	Visibly thin parapets, Prominent generic arch or gable	All parapets are topped with a deep cornice. Where parapets end are exposed the parapet is returned to express the building mass.
	Large eave overhang		No eaves on this Project.
	Rails expressing roof deck		Not applicable for this Project.

Architectural Detailing - Materials & Colors			
	Smooth or lightly troweled stucco	Unraced concrete, concrete block or cultured stone	Exterior wall are concrete tilt-up with smooth trowel finish. All walls will be sacked and patched as required.
	Metal, glass, wood, brick, stone, appropriate to context & style		Primary exterior elements are concrete walls, aluminum window frames, glazing, polycarbonate panels, steel doors and pre-manufactured cornices and detailing, all of which provide context and syde differentiation for the Project.
	Light harmonious colors with accent color for trim	Excessive color saturation + brightness	Light warm tones have been used on the Project with an accent color at doors, trim, and soffits.
	Mission clay tile, Spanish tiles or clay shingle	Modular units (tiles, blocks, etc.) too large for building scale	Smaller building materials such as tile were not used on this Project given the scale.

Signs	Encouraged	Discouraged	As Applied to Project
	Monument, Wall, Projecting, Window & Awning Signs	Internally illuminated, can signs, flags, banners, moveable letter, off premises, electronic, roof-mounted & billboards	Signage not yet designed for this Project.
	Integrate with architecture		Signage not yet designed for this Project.
	Simple, legible, & durable		Signage not yet designed for this Project.
	High quality materials	Neon window strips	Signage not yet designed for this Project.

Before any Site Plan and Design Review is approved, the applicant must show, to the satisfaction of the Planning Commission and the City Council, the existence of the following findings of fact. Staff has determined that the findings can be made based on the analysis below:

ANALYSIS

1. The proposed project is in conformance with the general plan, zoning ordinance, and other ordinances and regulations of the city

The subject site is zoned M-2 (Heavy Manufacturing) and has a current General Plan land use designation of Commercial. The applicant is requesting a General Plan Amendment (GPA) in conjunction with this SP&DR (DA) to change the land use designation to Commercial/Industrial and a Zoning Ordinance Amendment (ZOA), to allow a MRF/TS in the M-2 (Heavy Manufacturing) zone with a Development Agreement (DA). Upon approval of the GPA, ZOA and DA, the proposed project will be in conformance with the general plan, zoning ordinance, and other ordinances and regulations of the city. A Conditional Use Permit for the use is being considered as part of the entitlement request for the public gas station and off-sale of beer and wine. The building is designed to generally comply with the

development standards for the M-2 zone; and is consistent with the goals and policies of the General Plan and Citywide Design Guidelines.

2. **The proposed project is in conformance with any redevelopment plan and regulations of the community redevelopment agency and any executed owner's participation agreement or disposition and development agreement**

   The Irwindale Community Redevelopment Agency no longer exists. Therefore this finding is no longer applicable. However, to the extent this finding is applicable, there is an owner's disposition and development agreement (DDA) involved that is being processed concurrently with the Irwindale Successor Agency. The Project is in conformance with the proposed DDA and a condition of approval has been included stating that the Project requires approval of the DDA by the Irwindale Successor Agency.

3. **The following are so arranged as to avoid traffic congestion, to ensure the public health, safety, and general welfare, and to prevent adverse effect on surrounding properties:**

   a) **Facilities and improvements,**
   The MRF/TS C&D, Maintenance and Material Staging areas of the building are setback over ±60 feet from the east/northeast and south property lines (the closest property lines). The convenience store maintains a 30-foot setback from Arrow Highway. The buildings are located to provide adequate vehicular circulation on the site. All structures and infrastructure improvements will be constructed to current code and completed prior to Certificate of Occupancy.

   b) **Pedestrian and vehicular ingress, egress, and internal circulation,**
   Ingress and egress to the site is provided via five driveways: Driveways 1, 2, 4, and 5 on Arrow Highway and Driveway 3 on Live Oak Avenue, with a Fire Department access entrance at the southwest corner of the property. Driveway 2 includes a trucks only ingress lane and a second entrance with ingress and egress for the employee parking lot. Addendum No. 1 to the FEIR evaluated the minor, internal site plan adjustments made for the final design of the project that included off-site improvements resulting from the internal site changes. The overall circulation of the project has remained similar to the FEIR site plan. All commercial traffic and visitor traffic enters and exits from Arrow Highway. Employee traffic primarily enters and exits from the intersection at Live Oak Avenue and Baldwin Park Boulevard.

   c) **Setbacks,**
   The project has been designed to comply with the required minimum setbacks for the M-2 zone.

d) **Height of buildings,**
There is no maximum building height restriction within the M-2 zone. Nonetheless, the MRF/TS structure has been designed to complement the massing and height of the existing industrial buildings in the City with a maximum height of 50'6". The convenience store has a maximum height of 21'.

e) **Signs,**
Signage is not proposed at this time. Future signage will be incorporated into a signage package that eschews garishness and embraces a refined, integrated overall design. A separate sign program will be prepared to address all on-site wall, freestanding, and directional signage.

f) **Mechanical and utility service equipment,**
Site has been designed to attractively screen all rooftop and surface level mechanical equipment and storage area.

g) **Landscaping,**
The landscaping requirement has been met through considered choices of plantings appropriate to the location, building type, and building scale.

h) **Grading,**
Project has been designed to take advantage of the existing topography, thus reducing grading activities on site.

i) **Lighting,**
All lighting is designed to complement the structures and oriented to properly illuminate the site as not to create "dark pockets" that could support nefarious activities.

j) **Parking,**
IMC Subsection 17.64.030(M) "Recycling Facilities – Large Collection and Processing Facilities" requires space to be provided on-site for 10 vehicles to circulate and to deposit recyclable materials and 1 parking space for each employee on the largest shift and 1 space for each commercial vehicle associated with the use. The office area requires 1 space for each 350 square feet of office area. The convenience store requires 1 space for each 250 square feet of area. 188 parking spaces are required and 326 spaces are provided; for a surplus of 138 parking spaces.

k) **Drainage,**
A Water Quality Management Plan (WQMP) will address hydrology and drainage.

l) **Intensity of land use.**

The project is located on a 17.22-acre, triangular-shaped parcel. The building footprint covers 34% of the site, with the remaining majority of the site dedicated to landscaping, hardscape, and on-site parking and circulation. The MRF/TS building is located in the center of the parcel with the convenience store located at the northeast corner of the property with wide drive aisles, excess parking, and enhanced landscaping in the setback areas.

4. **The proposed development is consistent with applicable city design guidelines and historic design themes, and provides for appropriate exterior building design and appearance consistent and complementary to present and proposed buildings and structures in the vicinity of the subject project while still providing for a variety of designs, forms and treatments.**

The proposed development incorporates desired design elements from the Commercial and Industrial Design Guidelines including but not limited to façade elements, roofs and parapets, materials and colors. The architectural style is an adaptation of mission style elements for a modern industrial application. The layout, landscaping and design of the site also incorporated encouraged design principles. For example, the articulated arched façade elements with translucent panels are provided to break up the building massing, and enhanced eyebrow reliefs placed above the arched openings at all corner areas. The development includes arches, mixtures of light colors, and building fenestration and articulated roof lines. Additionally, the building elevations are scored vertically and horizontally to provide architectural interest, as well as featuring raised decorative accent elements with metal crosspieces.

CONCLUSION

Staff recommends that the Planning Commission adopt the attached Resolutions:

1. Resolution No. 790(21) recommending that the City Council certify the 2020 Final EIR, MMRP, & Statement of Overriding Considerations (SCH#2013051029) for the MRF/TS project; and
2. Resolution No. 791(21) recommending that the City Council approve GPA No. 02-2016; and
3. Resolution No. 792(21) recommending that the City Council approve ZOA No. 04-2016; and
4. Resolution No. 793(21) recommending that the City Council approve DA No. 02-2016; and
5. Resolution No. 794(21) recommending that the City Council approve CUP No. 08-2016 subject to conditions; and
6. Resolution No. 795(21) recommending that the City Council approve SP&DR (DA) No. 06-2016 subject to conditions

ATTACHMENTS:

Exhibit A: Resolution No. 790(21) Certifying the 2020 Final EIR

Exhibit B:	Resolution No. 791(21) General Plan Amendment No. 02-2016
Exhibit C:	Resolution No. 792(21) for Zoning Ordinance Amendment No. 04-2016
Exhibit D:	Resolution No. 793(21) for Development Agreement No. 02-2016
Exhibit E:	Resolution No. 794(21) for Conditional Use Permit No. 08-2016
Exhibit F:	Resolution No. 795(21) for Site Plan and Design Review Permit (DA) No. 06-2016
Exhibit G:	2020 Final EIR (digital copy previously provided and available at: https://www.irwindaleca.gov/177/Materials-Recovery-Facility-Transfer)
Exhibit H:	Agenda Report & Resolution Nos. CC 2019-63-3147 & SA 2019-64-3148
Exhibit I:	Project Plans

RESOLUTION NO. 790(21)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING THAT THE CITY COUNCIL CERTIFY THE ENVIRONMENTAL IMPACT REPORT (SCH#2013051029), ADOPT CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS, AND ADOPT THE MITIGATION MONITORING AND REPORTING PROGRAM FOR THE MATERIALS RECOVERY FACILITY AND TRANSFER STATION PROJECT

A. RECITALS.

WHEREAS, Athens Services, 14048 Valley Boulevard, City of Industry, CA 91746, the Applicant, has proposed construction and operation of a Materials Recovery Facility and Transfer Station ("MRF/TS") and a convenience store/public gas station located at 2200 Arrow Highway (APN 8535-001-911) ("Project"). To effectuate the Project, the Applicant is seeking approval of General Plan Amendment No. 02-2016, Zoning Ordinance Amendment No. 04-2016; Development Agreement No. 02-2016; Conditional Use Permit No. 08-2016; and Site Plan and Design Review (DA) Permit No. 06-2016; and

WHEREAS, the proposed ±265,230 square foot development will include a MRF/TS, convenience store and public gas station on a 17.22-acre site that is zoned M-2 (Heavy Manufacturing); and

WHEREAS, pursuant to section 21067 of the California Environmental Quality Act ("CEQA") (Pub. Resources Code, § 21000 et seq.) and section 15367 of the State CEQA Guidelines (Cal. Code Regs., § 15000 et seq.), the City of Irwindale ("City") is the lead agency for the proposed Project; and

WHEREAS, in May 2013, the City circulated a Notice of Preparation ("NOP") of a Draft Environmental Impact Report ("2014 DEIR") (SCH# 2013051029) for the proposed Project. In April 2014, the 2014 DEIR was circulated for public review and comment. In response to comments received, the City elected to prepare a 2014 Recirculated DEIR, to include minor revisions to the Project Description, modified analyses of air quality and greenhouse gas emissions and traffic circulation, and include additional Project alternatives; and

WHEREAS, the City then prepared the 2016 Final EIR, which included all comments received during the public review and comment period on the 2014 DEIR and 2014 Recirculated DEIR, responses to those comments, and revisions to the 2014 RDEIR made as a result of those comments; and

WHEREAS, on June 8, 2016, the City Council of the City of Irwindale ("City Council") certified the 2016 Final FEIR; and

WHEREAS, in July 2017, Addendum No. 1 to the 2016 FEIR was prepared to address minor, internal site plan adjustments made in the final design of the Project; and

WHEREAS, on September 20, 2017, the Planning Commission of the City of Irwindale ("Planning Commission") conducted a duly noticed public hearing on the Project, at which time they received input from staff, the City Attorney, and the Applicant; heard public testimony; discussed the proposed Project; closed the public hearing; and, after discussion: approved (a) Resolution No. 736(17), recommending that the City Council approve GPA No. 02-2016; (b) Resolution No. 737(17), recommending that the City Council amend the Municipal Code regarding solid waste franchises, material recovery facilities in the M-2 Zone, and distance requirements for alcohol beverage establishments; (c) Resolution No. 738(17), recommending that the City Council approve Development Agreement No. 02-2016; (d) Resolution No. 739(17), recommending that the City Council approve Conditional Use Permit No. 08-2016; and (e) Resolution No. 740(17), recommending that the City Council approve Site Plan and Design Review DA No. 06-2016; and

WHEREAS, on October 11, 2017, the City Council conducted a duly noticed public hearing, as required by law, on the Application and approved the Project. Specifically, the City Council approved: (a) Resolution No. 2017-72-2970 approving GPA No. 02-2016; (b) Resolution No. 2017-75-2973 granting Conditional Use Permit No. 08-2016; and (c) Resolution No. 2017-76-2974 approving Site Plan and Design Review (DA) No. 06-2016; and

WHEREAS, on October 25, 2017, the City Council also approved Ordinance No. 718, amending the Municipal Code regarding solid waste franchises, material recovery facilities in the M-2 Zone, and distance requirements for alcohol beverage establishments, and Ordinance No. 719, approving Development Agreement No. 02-2016; and

WHEREAS, two lawsuits were subsequently filed in Los Angeles County Superior Court challenging the resolutions and ordinances approving the Project on the basis of, among other things, alleged inadequacies in the Project's environmental review documents; and

WHEREAS, on September 5, 2019, the Los Angeles County Superior Court issued rulings in the two cases. While the Court dismissed the vast majority of the lawsuits' claims, the Court did determine that the environmental review for the Project required additional analysis in regards to four discrete issues; and

WHEREAS, as a result of its rulings, the Court ordered that the City set aside and vacate the Project-related resolutions and ordinances until the Project's environmental review addressed the four discrete issues identified by the Court; and

WHEREAS, on November 13, 2019, in compliance with the Court's order, the City Council adopted Resolution No. 2019-63-3147 and SA Resolution No. 2019-64-3148, rescinding approvals for the Project; and

WHEREAS, to address the four discrete issues identified by the Court, and pursuant to requirements, authority, and criteria contained in CEQA, the City, as lead agency, prepared the 2020 Recirculated Draft Environmental Impact Report ("2020 RDEIR"); and

WHEREAS, the 2020 RDEIR addresses the following four discrete issues as directed by the Court: 1) Truck Fueling Operations; 2) Greenhouse Gas Emissions; 3) Transportation Energy Use; and 4) Project-Specific Air Emissions Health Risks of ROG, NOx and ozone; and

WHEREAS, after completion of the 2020 RDEIR, the City filed a Notice of Completion ("NOC")/Notice of Availability ("NOA") with the Governor's Office of Planning and Research on June 17, 2020, indicating that the 2020 RDEIR was complete and available for public review and comment. The City also filed the NOC/NOA with the Los Angeles County Clerk on June 17, 2020, and mailed a copy of the NOC/NOA to surrounding cities and property owners within a 500-foot radius of the Project site. The 2020 RDEIR was also made available on the City's website at: http://www.ci.irwindale.ca.us/; and

WHEREAS, the City also provided notice of the 2020 RDEIR's availability via publication in the San Gabriel Valley Tribune newspaper, via mailing and outreach to interested agencies and other parties, and by postings on the City's website; and

WHEREAS, the 2020 RDEIR was available for a 45-day public review and comment period commencing on June 22, 2020 and ending on August 5, 2020. During the public review and comment period for the 2020 RDEIR, six comment letters were received. Five of the six comment letters were submitted by public agencies, and one letter was submitted by Waste Management Collection and Recycling, a competitor of the Project Applicant. No comment letters were received from individuals or residents; and

WHEREAS, after the close of the public review and comment period for the 2020 RDEIR, the City prepared written responses to each comment letter submitted during the review period. The City also prepared the 2020 Final Environmental Impact Report ("2020 FEIR") for the proposed Project. The 2020 FEIR includes the 2020 RDEIR, all comments received during the public review and comment period for the 2020 RDEIR, the City's responses to those comments, and revisions and corrections to the 2020 RDEIR made in response to comments received; and

WHEREAS, the 2020 FEIR for the proposed Project also includes the 2014 Draft EIR, 2014 Recirculated Draft EIR, and the 2016 Final EIR except for those

portions required to be reassessed by the Superior Court. The 2020 FEIR also includes and incorporates therein the 2017 Addendum No. 1 to the 2016 Final EIR; and

WHEREAS, the 2020 FEIR was made available on the City's website; and

WHEREAS, written responses to all public agency comment letters received during the public review and comment period were also sent to each commenting agency at least 10 days prior to this hearing; and

WHEREAS, on January 20, 2021, the Planning Commission conducted a duly noticed public hearing on the Project, at which time all persons wishing to testify were heard; and

WHEREAS, **Exhibit A** to this Resolution, *California Environmental Quality Act Findings of Fact and Statement of Overriding Considerations*, lays out the findings of fact upon which the Planning Commission has made its certification recommendation; and

WHEREAS, the environmental impacts identified in the 2020 FEIR that the City finds are of no impact or constitute a less than significant impact and do not require mitigation are set forth in **Section 2** of **Exhibit A** to this Resolution; and

WHEREAS, the environmental impacts identified in the 2020 FEIR that the City finds are potentially significant, but which the City finds can be mitigated to a level of less than significant through the incorporation of feasible Mitigation Measures, are set forth in **Section 3** of **Exhibit A** to this Resolution; and

WHEREAS, the environmental impacts identified in the 2020 FEIR that the City finds are potentially significant, but which the City finds cannot be mitigated to a level of less than significant, despite the imposition of feasible Mitigation Measures, are set forth in **Section 4** of **Exhibit A** to this Resolution; and

WHEREAS, the cumulative impacts of the Project identified in the 2020 FEIR are set forth in **Section 5** of **Exhibit A** to this Resolution; and

WHEREAS, the irreversible environmental changes caused by the Project identified in the 2020 FEIR are set forth in **Section 6** of **Exhibit A** to this Resolution; and

WHEREAS, the existence of any growth-inducing impacts resulting from the proposed Project identified in the 2020 FEIR are set forth in **Section 7** of **Exhibit A** to this Resolution; and

WHEREAS, alternatives to the proposed Project identified for their potential to eliminate or reduce significant environmental impacts are described in **Section 8** of **Exhibit A** to this Resolution; and

WHEREAS, the benefits of the Project outweighing its potential significant environmental impacts are set forth in the Statement of Overriding Considerations included in **Section 9** of **Exhibit A** to this Resolution; and

WHEREAS, the Mitigation Monitoring and Reporting Program setting forth the Mitigation Measures to which the City shall bind itself in connection with the Project, is attached as **Exhibit B** to this Resolution; and

WHEREAS, prior to taking action, the Planning Commission has heard, been presented with, reviewed and considered, all of the information and data in the administrative record, including the 2020 FEIR, and all oral and written evidence presented to it during all meetings and hearings; and

WHEREAS, the 2020 FEIR reflects the independent judgment of the Planning Commission and is deemed adequate for purposes of making decisions on the merits of the Project; and

WHEREAS, the Planning Commission has not received any comments or additional information constituting substantial new information requiring recirculation of any portion of the environmental review for the Project under Public Resources Code section 21092.1 and State CEQA Guidelines section 15088.5; and

WHEREAS, all the requirements of CEQA, the State CEQA Guidelines, and the City of Irwindale's Local CEQA Guidelines have been satisfied by the City in the 2020 FEIR, which is sufficiently detailed such that all of the potentially significant effects of the Project have been adequately evaluated; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Irwindale as follows:

SECTION 1. Recitals. The Planning Commission hereby specifically finds that all of the statements set forth in the Recitals, Part A, of this Resolution are true and correct, and incorporated into this Resolution by reference as findings of fact.

SECTION 2. CEQA. The Planning Commission hereby specifically finds and determines that it has been presented with the 2020 FEIR, which it has reviewed and considered along with all public testimony and the entirety of the administrative record.

The Planning Commission further finds that the 2020 FEIR is an accurate and objective statement that has been completed in full compliance with CEQA, the State CEQA Guidelines and the City's Local CEQA Guidelines, and the 2020 FEIR reflects the independent judgment and analysis of the Planning Commission.

The Planning Commission finds that **Exhibit A** to this Resolution, together with the 2020 FEIR, lays out the substantial evidence and facts sufficient to support each of the findings on each of the potential impacts that may occur as a result of the proposed Project, and that all potentially significant impacts that have not been mitigated to a level of less than significant have nonetheless been mitigated to the extent that is physically, legally, and technologically feasible.

The Planning Commission declares that no evidence of new significant impacts as defined by the State CEQA Guidelines section 15088.5 has been received by the City after circulation of the 2020 RDEIR which would require recirculation.

Finally, the Planning Commission finds that based upon the Statement of Overriding Considerations contained in **Section 9** of **Exhibit A** to this Resolution, the benefits of the proposed Project outweigh the potentially significant environmental impacts that cannot be feasibly reduced to a level of less than significant.

SECTION 3. Certification of the 2020 FEIR. The Planning Commission hereby recommends that the City Council certify the 2020 FEIR and adopt the CEQA Findings of Facts and a Statement of Overriding Considerations, attached as **Exhibit A** to this Resolution, based on the entirety of the record of proceedings.

SECTION 4. Mitigation Monitoring and Reporting Program. Pursuant to Public Resources Code section 21081.6, the Planning Commission finds that all feasible Project Mitigation Measures have been identified in the Mitigation Monitoring and Reporting Program attached as **Exhibit B** to this Resolution. The Planning Commission hereby recommends that the City Council adopt the Mitigation Monitoring and Reporting Program. The Planning Commission further recommends that implementation of the Mitigation Measures contained in the Mitigation Monitoring and Reporting Program be made a condition of approval of the Project. In the event of any inconsistencies between the Mitigation Measures set forth in **Exhibit B** to this Resolution and the 2020 FEIR, the Mitigation Monitoring and Reporting Program adopted by the City Council shall control.

SECTION 5. Record of Proceedings and Custodian of Record. The documents and materials that constitute the record of proceedings upon which this Resolution has been based are located at 5050 N. Irwindale Avenue, Irwindale, California. The custodian for these records is the Community Development Manager. This information is provided in compliance with Public Resources Code section 21081.6.

SECTION 6. Notice of Determination. The Planning Commission hereby recommends that the City Council direct that a Notice of Determination be filed with the County of Los Angeles and the California State Clearinghouse within five working days of final Project approval.

SECTION 7. The Secretary shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a certified copy of this Resolution, by mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 20th day of January 2021.

Arthur R. Tapia, Chair
City of Irwindale Planning Commission

ATTEST:

Marilyn Simpson, Secretary

CITY OF IRWINDALE
COUNTY OF LOS ANGELES } ss.
STATE OF CALIFORNIA

I, Marilyn Simpson, Community Development Manager/City Planner of the City of Irwindale, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Planning Commission of the City of Irwindale held on the 20th day of January 2021, by the following vote:

AYES: COMMISSIONERS: R. Hartman, L. Corpis, R. Chico, E. Burrola A. Tapia

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

Marilyn Simpson, Secretary

EXHIBIT A

CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS

EXHIBIT B

MITIGATION MONITORING AND REPORTING PROGRAM

CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS

SECTION 1: SUMMARY OF FINDINGS

At a meeting on [____], the City Council determined that, based on all of the evidence presented, including but not limited to the 2014 Recirculated Draft Environmental Impact Report ("2014 RDEIR"), the 2016 Final Environmental Impact Report ("2016 FEIR"), the 2017 Addendum No. 1 to the 2016 FEIR ("Addendum No. 1"), the 2020 Recirculated Draft Environmental Impact Report ("2020 RDEIR"), and the 2020 Final EIR ("2020 FEIR") (all together, the "EIR"), all technical studies prepared thereto, written and oral testimony given at meetings and hearings, and the submission of testimony from the public, organizations and regulatory agencies, the following environmental impacts associated with the Irwindale Materials Recovery Facility and Transfer Station Project ("MRF/TS" or "Project") are: (1) less than significant and do not require mitigation; or (2) potentially significant but will be avoided or reduced to a level of insignificance through the identified Mitigation Measures; or (3) significant and cannot be fully mitigated to a level of less than significant but will be substantially lessened to the extent feasible by the identified Mitigation Measures.

SECTION 2: FINDINGS REGARDING LESS THAN SIGNIFICANT IMPACTS NOT REQUIRING MITIGATION.

Consistent with Public Resources Code section 21002.1 and section 15128 of the State California Environmental Quality Act (CEQA) Guidelines, the EIR focused its analysis on potentially significant impacts, and limited discussion of other impacts for which it can be seen with certainty there is no potential for significant adverse environmental impacts. State CEQA Guidelines section 15091 does not require specific findings to address environmental effects that an EIR identifies as "no impact" or a "less than significant" impact. Nevertheless, the City Council hereby finds that the Project would have either no impact or a less than significant impact to the following resource areas:

A. AESTHETICS

1. Scenic Vista

Threshold: Would the project have a substantial adverse effect on a scenic vista?

Finding: Less than significant impact. (2014 Recirculated Draft Environmental Impact Report ["2014 RDEIR"], pp. 3.2-32 and -33; see also 2016 Final Environmental Impact Report ["2016 FEIR"], pp. C&R-70 [Response 7-1], -223 [Response 14-4].)

Explanation: There is no scenic vista within the City (General Plan, 2008). However, the view of the San Gabriel Mountains may be considered a scenic vista. The line of sight [taken from the closest sensitive receptors – industrial/commercial workers along Arrow Highway/Live Oak Avenue and residents along Baldwin Park Boulevard at Viewpoint 3] would be changed to include a MRF/TS building and site, in addition to the existing views of a 4-lane street with center lane designated truck route, commercial buildings and parking, above-ground water district water tanks

designated truck route, commercial buildings and parking, above-ground water district water tanks (approximately 40 feet in height), utility structures, the Santa Fee Dam, and the San Gabriel mountains. The visual change resulting from Project implementation will not eliminate a scenic view of the mountains from any direction; and therefore, the Proposed Project will not have a substantial adverse effect on a scenic vista. (2014 RDEIR, pp. 3.2-32 and -33; see also 2016 FEIR, pp. C&R-70 [Response 7-1], and C&R-223 [Response 14-4].)

2. Scenic Resources

Threshold: Would the project substantially damage scenic resources including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

Finding: Less than significant impact. (2014 RDEIR, p. 3.2-33.)

Explanation: Interstate 605 is located in the vicinity of the site but is not a State designated scenic highway (California Streets and Highways Code Section 260-284), and the site is not visible to motorists on the Interstate in any case. The site and surrounding area does not contain any known or identified scenic resources, such as trees, rock outcroppings, or historic buildings. As discussed above, there are existing streetscape trees along the perimeter of Live Oak Avenue (south edge of parcel) and the northwestern property line which screen views onto the site and would therefore be considered to provide aesthetic and visual screening benefit as development of the site occurs. These trees are not identified in any City plan or otherwise as an existing scenic resource. As detailed on Exhibit 2.8 Conceptual Landscape Plan (see Chapter 2.0 Project Description), existing streetscape landscaping will remain in place where noted. It is expected the implementation of the Proposed Project will require some of the trees to be removed to provide driveway access onto and from the site and to allow for related essential Project features. As designed, overall Project landscaping will exceed the City's minimum requirement of 10% of surface area and would cover approximately 99,623 SF (13%) of the site. Therefore, there are no reasonably foreseeable potential impacts to scenic resources from implementation of the Proposed Project. (2014 RDEIR, p. 3.2-33.)

3. Visual Character

Threshold: In non-urbanized areas, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings? In an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Finding: Less than significant impact. (2014 RDEIR, pp. 3.2-29 through 33.)

Explanation: The Proposed Project would result in development of an unimproved, vacant site. Implementation of the Proposed Project includes land development of a MRF/TS building complete with an operations office, administrative office/visitor center, maintenance facility, and a fueling facility/convenience store open to the public. The fueling facility/convenience store would be a separate structure located in the north-eastern portion of the site adjacent to Arrow Highway and includes a fueling island with pump canopy, convenience store, and parking for customers. In addition, site development includes a landscaped parking area for employees and visitors, on-site and perimeter landscaping, and a

decorative concrete block wall.

The proposed development of the site is characterized as a redevelopment improvement to the current visual setting. The existing visual quality of the site is a disturbed, urban infill property. Current on-site conditions generally consist of street trees, sparse vegetation, and debris. The entire perimeter of the parcel is currently secured with chain-link fencing. The adjacent industrial and commercial buildings which surround the site to the south, west, and northwest are compatible with and consistent with buildings to be constructed on the project site. Existing land uses that surround the site include a mixture of commercial and industrial uses to the west, east, and south, recreation/open space to the north, and beyond the commercial/industrial uses that line Live Oak Avenue in the City of Baldwin Park to the south lie residential areas. To the northeast, the Santa Fe Dam and Recreation Area is buffered by its dam walls purposely designed as a flood control barrier. On the top of the Santa Fe Dam, is a bike trail that provides panoramic view of the San Gabriel Valley and San Gabriel Mountains.

The view of the site would be modified from that of a previously developed but currently vacant parcel to that of a built development, with parking area and landscaped areas. Generally, developing a previously developed but vacant site is not considered a degradation to a visual resource. However, some members of the public may prefer the aesthetic attributes of undeveloped land over developed land, When taking into consideration the entire viewshed of the San Gabriel Valley (as seen from the bike trail), and all of the uses surrounding the Proposed Project site, the Proposed Project would not degrade the dominant urbanized setting which currently consists of electrical transmission corridors, mining and mine reclamation operations, residential development, commercial/industrial land uses, water tanks, and open space (consisting of highly disturbed terrain and landscaping with non-native plant species.).

The exterior design of the facility buildings is required to be consistent with the City's Commercial and Industrial Design Guidelines. As designed, the building includes varying parapet heights, vertical tower elements, arcades, arched entry structures, and deeply recessed exterior fenestrations. The parapet walls vary in height ranging from 30-51 feet and allow for a maximum of 64 feet at the top of the pitched roof (tower elements). Proposed exterior materials include varying plaster colors consistent with the City's Commercial and Industrial Design Guidelines, wrought iron and decorative tile accents, accentuated building cornices, and plaster building ornaments to create a "village" of buildings that cohesively work together under a single architectural theme.

All Project buildings would be constructed from steel for primary and secondary framing elements. The exterior walls would be light gauge frame with plaster finish. A metal "cool" roof is proposed for the majority of the roofing areas in conjunction with the decorative roof tile accents on the tower elements; (a "cool" roof reflects and emits the sun's heat back to the sky instead of transferring it to the building below thereby reducing energy costs). The Loadout Area tunnel, associated ramps, and all operational areas would be poured concrete slab.

Landscaping would be designed and maintained to screen both the site perimeter and interior site, with particular focus on areas of the site that are visible to the public. Landscaping will include perimeter trees except at driveways and utility easements. The variety of trees to be planted on-site may include the following species: London Plan tree, Golden Raintree, Crepe

Myrtle and Magnolias. A variety of shrubs including Lily of the Nile, Kangaroo Paw, Red Yucca, and Texas Ranger will be planted as accents throughout the site, and accent ground coverings include accent plantings of acacia, rosea ice plant, rosemary, and periwinkle.

During construction, activities such as excavation, trenching, and dirt/ debris removal off-site would be expected to occur on the Proposed Project site. From the street level, views of construction activities would be minimal due to fencing and other visual barriers. Due to its elevation, those utilizing the Santa Fe Dam bike trail would have uninterrupted views of construction activities. Construction activities are expected to last the duration of 18 months resulting in a short-term visual alteration. Those potential short-term impacts would not foreseeably degrade the visual character of the area based on the context of the entire viewshed. Impacts would be less than significant. (2014 RDEIR, pp. 3.2-29 through 33.)

4. Light and Glare

Threshold: Would the project create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?

Finding: Less than significant impact. (2014 RDEIR, pp. 3.2-33 and -34.)

Explanation: Implementation of the Proposed Project would alter the parcel's appearance from a vacant and disturbed site to a fully developed site resulting in the establishment of a new source of light at the site. As a standard condition of approval, all outdoor lighting at the site would be in accordance with the City's General Plan and zoning ordinance and the City's Commercial and Industrial Design Guidelines to avoid interference with, or nuisance to, adjacent properties. These City regulations require that outdoor lighting be directed downward and be shielded to minimize light spillage effects. Additionally, the conceptual design plans demonstrate that the building exterior would not utilize reflective materials or glare-inducing materials, and a condition of development will be imposed by the City to make this a requirement in the final design. Therefore, the Proposed Project would not create a new source of substantial light or glare that would significantly impact or affect day or nighttime views in the area. Impacts would be less than significant. (2014 RDEIR, pp. 3.2-33 and -34.)

B. AGRICULTURAL AND FORESTRY RESOURCES

1. Farmland

Threshold: Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California resources Agency, to non-agricultural use?

Finding: No impact. (2014 RDEIR, p. 3.1-1.)

Explanation: The Proposed Project area is located within a highly urbanized region of Los Angeles County, surrounded by industrial and commercial uses, aggregate mining, freeways and major arterial roadways, and a regional flood control and recreational project (Santa Fe Dam and Recreation Area). The site is not designated Prime Farmland, Farmland of Statewide

Importance, or Unique Farmland. The existing zoning and proposed zoning does not include any agricultural zoning designation or land use. No Williamson Act contracts are associated with the Project site. Implementation of the Proposed Project would not result in changes that have the potential to induce conversion of agricultural lands in the vicinity of the Project to non-agricultural uses. Therefore, no impacts would occur to agricultural resources. (2014 RDEIR, p. 3.1-1.)

2. Agricultural Zoning

Threshold: Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?

Finding: No impact. (2014 RDEIR, p. 3.1-1.)

Explanation: The Proposed Project area is located within a highly urbanized region of Los Angeles County, surrounded by industrial and commercial uses, aggregate mining, freeways and major arterial roadways, and a regional flood control and recreational project (Santa Fe Dam and Recreation Area). The site is not designated Prime Farmland, Farmland of Statewide Importance, or Unique Farmland. The existing zoning and proposed zoning do not include any agricultural zoning designation or land use. No Williamson Act contracts are associated with the Project site. Implementation of the Proposed Project would not result in changes that have the potential to induce conversion of agricultural lands in the vicinity of the Project to non-agricultural uses. Therefore, no impacts would occur to agricultural resources. (2014 RDEIR, p. 3.1-1.)

3. Forestland Zoning

Threshold: Would the project conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned Timberland Production?

Finding: No impact. (2014 RDEIR, pp. 3.1-1 and -2.)

Explanation: The surrounding area is developed with various land uses, none of which are forested lands. Forestry operations do not occur within the Project vicinity, nor would the Project convert, alter or impact forested lands. The Proposed Project site has been vacant, surrounded by high density urban uses, and unused for more than 20 years. As such, no impacts would occur to forestry resources or zoning. (2014 RDEIR, pp. 3.1-1 and -2.)

4. Loss of Forest Land

Threshold: Would the project result in the loss of forest land or conversion of forest land to non-forest use?

Finding: No impact. (2014 RDEIR, pp. 3.1-1 and -2.)

Explanation: The surrounding area is developed with various land uses, none of which are forested lands. Forestry operations do not occur with the Project vicinity, nor would the

Project convert, alter or impact forested lands. The Proposed Project site has been vacant, surrounded by high density urban uses, and unused for more than 20 years. As such, no impacts would occur to forestry resources or zoning. (2014 RDEIR, pp. 3.1-1 and -2.)

5. Conversion of Farmland or Forest Land

Threshold: Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?

Finding: No impact. (2014 RDEIR, pp. 3.1-1 and -2.)

Explanation: The surrounding area is developed with various land uses, none of which are forested lands. Forestry operations do not occur within the Project vicinity, nor would the Project convert, alter or impact forested lands. The Proposed Project site has been vacant, surrounded by high density urban uses, and unused for more than 20 years. As such, no impacts would occur to forestry resources or zoning. (2014 RDEIR, pp. 3.1-1 and -2.)

C. AIR QUALITY

1. Sensitive Receptors

Threshold: Would the project expose sensitive receptors to substantial pollutant concentrations of toxic air contaminants?

Finding: Less than significant impact. (2014 RDEIR, pp. 3.3-55 through -58; see also 2020 RDEIR, pp. 3-6 through -8, and pp. 6-1 through -15; see also 2020 FEIR, pp. 7-9 and -10 [Responses AZ-3 and -4], 7-40 [Response BP-30], 7-75 through -81 [Responses BP-89 and -90].)

Explanation: To determine whether the Project would expose sensitive receptors to substantial pollutant concentrations, project-related health risk and hazards were compared to the significance thresholds. A health risk assessment (HRA) was conducted in accordance with technical guidelines developed by the federal and California agencies (i.e., USEPA, CalEPA-OEHHA) and the SCAQMD.

The greatest potential impact from TACs would be diesel particulate emissions from trucks during operations. Additional air toxics may be emitted from service station operations. According to SCAQMD methodology, health effects from carcinogenic air toxics are usually described in terms of individual cancer risk. The SCAQMD has established the CEQA significance threshold for individuals exposed to TAC sources as the increased incremental cancer risk of 10 in one million or greater. The HRA analyzed the potential incremental cancer risks to residents in the project vicinity of the Proposed Project, using emission rates from CARB's EMFAC2011 model. Emissions were input into the USEPA approved dispersion model AERMOD to calculate ambient air concentrations at receptors in the project vicinity.

Conservative health risk methodologies were used in the risk assessment in order to estimate maximum potential health risks. These methodologies overestimate both non-carcinogenic and carcinogenic health risk, possibly by an order of magnitude or more. Therefore, for carcinogenic risks, the actual probabilities of cancer formation in the populations of concern due to exposure to carcinogenic pollutants are likely to be lower than the risks derived using the risk assessment methodology. In accordance with Office of Environmental Health Hazard Assessment (OEHHA) guidelines, the HRA was accomplished by applying the highest estimated concentrations of TAC at the receptors analyzed to the established cancer potency factors and acceptable reference concentrations for non-cancer health effects. The HRA was conducted by combining the emission inventory, facility prioritization, air dispersion modeling, and risk assessment analysis based on the CARB Hotspot Analysis and Reporting Program (HARP).

Construction Emissions

During construction activities, the maximum incremental cancer risks from all trucks using the MRF/TS and the service station would be 0.2 (residential adult receptor), 2.3 (residential child receptor), and less than 0.1 (school children receptor) cancers per million, which are less than the SCAQMD significance threshold of 10 in one million. Thus, construction impacts would be less than significant. (2014 RDEIR, pp. 3.3-56 and -57; 2017 Addendum No. 1, p. 21.)

Operational Emissions

The maximum Project-related incremental cancer risks from operations would be 8.6 (residential adult receptor), 4.2 (residential child receptor), 2.8 (offsite works), and 0.6 (school children receptor) cancers per million, which are below the SCAQMD significance threshold of 10 in one million. Further, exposure to non-carcinogenic substances would be significant if the hazard index exceeds 1.0. The maximum chronic hazard index for the Project is less than 0.01 and thus less than significant. The maximum acute hazard index is also less than 0.01 and thus also less than significant. Therefore, operational impacts would be less than significant. (2014 RDEIR, p. 3.3-57.)

Despite the fact that operational impacts would be less than significant, and no mitigation is required, Project **Mitigation Measures AQ-1** through **AQ-18** (incorporated below), would also further reduce the already less than significant health risks associated with the Project. With the incorporation of these measures, maximum mitigated incremental cancer risks from operations would be 7.4 (residential adult receptor), 3.6 (residential child receptor), 2.5 (offsite worker), and 0.5 (school children receptor) cancers per million. (2014 RDEIR, pp. 3.3-57 and -58.)

Public Gas Station Fuel Dispensing Operations

Regarding the potential for health impacts, the convenience store gas station would only serve pass-by small vehicle traffic and possibly some of the smaller self-haul vehicles and MRF/TS employee vehicles. For purposes of air quality assessment and related Health Risk Assessment (HRA), the public gas station was assumed to dispense 0.34 million gallons of diesel per year based on 2011 average throughput for diesel fuel dispensing stations in California.

Given the size of the proposed convenience store gas station, and understanding that the convenience store gas station does not include fueling for the larger collection trucks and transfer trucks associated with the MRF/TS operations (and likely only a small percentage of the self-haul vehicles), the average throughput of the reporting California Retail Diesel Fuel Stations (0.34 million gallons of diesel fuel per year) is confirmed to be a reasonable estimate of fuel throughput (2014 RDEIR, p. 3.3-57). For that reason, it is concluded that the diesel fuel assumptions used in the Health Risk Assessment are reasonable, and the overall air emissions health risk assessment impacts of the Proposed Project, including the dispensing of diesel fuel at the convenience store public gas station are less-than-significant, as determined in Threshold AQ-5 in the 2014 RDEIR (beginning on page 3.3-55). No mitigation measures are required.

There will be no CNG fuel provided at the convenience store public gas station, and for that reason, there are no potential impacts of CNG fueling at the convenience store gas station. No mitigation measures are required.

The convenience store public gas station is not intended to service any Athens' diesel-fueled waste trucks. The convenience store gas station would serve primarily gasoline-fueled pass-by traffic and smaller vehicles (cars, SUVs, pickup trucks and motorcycles), and would not serve larger diesel-fueled or CNG-fueled waste collection and transfer trucks. The volume of diesel actually pumped at the station (whether it is greater or less than 0.34 million gallons per year) would not affect the outcome of the HRA in any significant way since it is the actual combustion of diesel fuel that generates diesel particulate matter and is the primary driver of potential health impacts from diesel vehicles, not the storage of diesel fuel or fueling of diesel vehicles.

The HRA does account for the health impacts of gasoline fueling activities, which CARB notes within its Air Quality and Land Use Handbook: A Community Health Perspective as a specific emission source of concern. The health impacts of gasoline fueling activities were determined based on the California Air Pollution Control Officers Association's Air Toxics "Hot Spots" Program Gasoline Service Station Industry-wide Risk Assessment Guidelines and SCAQMD's Emission Inventory and Risk Assessment Guidelines for Gasoline Dispensing Stations, each of which does not include diesel fueling activities since diesel fuel has a lower volatility level than gasoline. Within the HRA, diesel combustion contributes the largest portion of the health impacts, with gasoline-fueling activities contributing less than five percent of the potential health impacts. For these reasons, it is concluded that the gasoline fuel assumptions used in the Health Risk Assessment are reasonable, and the potential impacts of dispensing gasoline fuel at the convenience store gas station are less-than-significant. No mitigation measures are required. (2020 RDEIR, pp. 3-6 through -8.)

Ozone Precursor Health Impacts

In the case of the Irwindale MRF/TS, operational emissions exceed the SCAQMD's recommended daily significance thresholds for NOx and ROG. However, this does not determine the concentration of ozone that will be occur at or near the Project Site or within the region on a particular day or month of the year, or the specific health impacts that may occur as a result of that concentration. Wind speed and direction, and the presence or absence of sunlight, and other complex chemical factors all combine to determine the ultimate concentrations and locations of

ozone. This is especially true for a project like the Irwindale MRF/TS, where most of the criteria pollutant emissions derive not from a single "point source," but from mobile sources driving to, from and around the Project Site.

The air quality analysis for the Irwindale MRF/TS includes a site-specific localized impact analysis and a toxic air contaminant (TAC) health risk assessment, both of which found less than significant impacts. These were focused on the impacts locally on receptors adjacent to the Project site. Models such a USEPA's AERMOD have been used for years to estimate local concentrations for air permitting and environmental planning. However, even these dispersion models are not suited for the chemical transformation related to the formation of ozone due to emissions of NOx and ROG and the interaction with sunlight. Ozone concentrations are dependent upon a variety of complex factors, including the presence of sunlight and precursor pollutants, natural topography, atmospheric stability, atmospheric chemistry and wind patterns. Because of the dynamic nature of ozone formation and the complexities of predicting ground-level ozone concentrations in relation to ambient standards, air districts instead develop mass emissions thresholds for ROG and NOx that are used to make significance determinations. Air districts also recommend mitigation measures for projects that exceed the significance thresholds.

On a regional scale, it is not be possible to accurately model the impact on NAAQS attainment that emissions from the MRF/TS may have. The currently available tools are equipped to model the impact of all emission sources in the air basin on attainment, not to evaluate an individual project. Both the SCAQMD and SJVAPCD have expressed serious concerns that the regional modeling applied to individual projects such as the MRF/TS project, will not generate meaningful results.

In summary, modeling of the Irwindale MRF/TS Proposed Project's ozone emissions is not feasible and would not provide meaningful information given the magnitude of the emissions in the air basin and the number of variables that affect ozone formation (e.g., mass of precursor emissions, background concentrations for all other emission sources in the air basin, location of activity and weather on that day that results in conversion of precursor emissions into ozone).

Consistent with the California Supreme Court's Friant Ranch decision, the analyses presented here provide additional details regarding the potential health effects from the proposed Irwindale MRF/TS's significant and unavoidable criteria pollutant emissions of NOx and ROG. It also explains why it is not scientifically feasible to substantively connect this individual Proposed Project's air quality impacts to likely health consequences. The criteria air pollutant emissions of NOx and ROG for the project are too small to model and obtain meaningful regional concentrations of criteria air pollutants and ozone, which makes it infeasible to more precisely correlate these future unknown minor concentration changes to resulting health effects. (2020 RDEIR, pp. 6-1 through -15; see also 2020 FEIR, pp. 7-9 and -10 [Responses AZ-3 and -4], 7-75 through -81 [Responses BP-89 and -90].)

D. BIOLOGICAL RESOURCES

1. Sensitive Species

Threshold: Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?

Finding: No impact. (2014 RDEIR, p. 3.4-1 through -13; see also 2016 FEIR, pp. C&R-70 [Response 7-3], -122 [Response 11-37], -289 [Response 22-3].)

Explanation: The project site is a brownfield site that was previously occupied by heavy industrial use for decades. Despite the fact that the Project site was previously fully developed and is located in a dense urban area, a general biological survey of the entire Project site was conducted. In addition, a habitat assessment/burrow survey for burrowing owl was also conducted. No special status plant and animal species were identified on the Proposed Project site during the biological survey, and none are expected to occur based on the lack of potentially suitable habitat. No CNDDB records of burrowing owl are located near the Proposed Project site (CDFG 2009d), and no burrowing owls were observed during the biological survey. In addition, no potentially suitable burrows or active sign (i.e., molted feathers, cast pellets, prey remains, eggshell fragments, and/or excrement) were identified on the Proposed Project site during the habitat assessment/burrow survey. Burrowing owls have a low potential to occur onsite based on the level of disturbance and lack of potentially suitable habitat. Thus, no impact to sensitive species would occur. (2014 RDEIR, p. 3.4-1 through -13; see also 2016 FEIR, pp. C&R-70 [Response 7-3], -122 [Response 11-37], -289 [Response 22-3].)

2. Riparian and Sensitive Habitat

Threshold: Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?

Finding: Less than significant impact. (2014 RDEIR, p. 3.4-14; see also 2016 FEIR, pp. C&R-70 [Response 7-3], -122 [Response 11-37], -289 [Response 22-3].)

Explanation: The Proposed Project would result in permanent, direct impacts to the vegetation on the entire site through permanent loss of these resources by conversion of the land to industrial/business. Impacts to urban development land, disturbed habitat, and non-native vegetation would not be significant because these habitats do not support special status species on-site, and regionally, are not considered to have high conservation value requiring mitigation. Although the non-native grassland on-site does provide some biological value, the habitat is not considered to be a sensitive habitat type and does not provide a critical linkage to other areas of native habitat; therefore, impacts to non-native grassland would not be significant. (2014 RDEIR, p. 3.4-14; see also 2016 FEIR, pp. C&R-70 [Response 7-3], -122 [Response 11-37], -289 [Response 22-3].)

3. Wetlands

Threshold: Would the project have a substantial adverse effect on state or federally protected wetlands, including, but not limited to, marsh, vernal pool, coastal, etc., through direct removal, filling, hydrological interruption, or other means?

Finding: Less than significant impact. (2014 RDEIR, p. 3.4-14.)

Explanation: The Proposed Project would not result in impacts to jurisdictional wetlands or waterways because none were identified on the project site during the biological survey. (2014 RDEIR, p. 3.4-14.)

4. Migration and Nursery Sites

Threshold: Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursey sites?

Finding: Less than significant impact. (2014 RDEIR, p. 3.4-15.)

Explanation: Due to the isolation of the Proposed Project site, level of previous disturbance, and lack of adjacent natural habitats, development of the property would not create artificial wildlife corridors or substantially interfere with connectivity to off-site habitat, or substantially limit access to potential foraging/breeding habitat or water sources necessary for the successful reproduction of resident wildlife species.

5. Adopted Habitat Conservation Plans

Threshold: Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

Finding: No impact. (2014 RDEIR, p. 3.4-17.)

Explanation: biological impacts within the City of Irwindale have not been analyzed under the General Plan or a related, adopted planning document. In addition, the biological survey review included examination of: 1) geological substrates and soil types mapped on the site (Morton and Miller 2003 and USDA 1969, respectively); 2) National Wetland Inventory (NWI) maps of the region (USFWS 1985); 3) federally designated critical habitat for the region (USFWS 2009b); 4) California Department of Fish and Game (CDFG) California Natural Diversity Database (CNDDB) and U.S. Fish and Wildlife Service (USFWS) special status species records for the vicinity (CDFG 2009d and USFWS, respectively); and 5) the biological constraints analysis report prepared by BonTerra Consulting for a portion of the site, dated June 9, 2009. In addition, there is no applicable HCP or NCCP or other local regional or state habitat conservation plan; and therefore, no known impact would be expected to occur. (2014 RDEIR, p. 3.4-17.)

E. ENERGY

1. Wasteful, Inefficient, or Unnecessary Consumption

Threshold: Would implementation of the project result in a significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Finding: Less than significant. (2014 RDEIR, p. 4.0-9; 2020 RDEIR, p. 5-9 through -13; see also 2020 FEIR, pp. 7-16 [Response AZ-13], and 7-73 [Response BP-85].)

Explanation: The Proposed Project would adhere to all federal, State, and local requirements for energy efficiency, including Title 24, California's Energy Efficiency Standards for Residential and Non-residential Buildings. In addition, the Project Applicant will design and construct the MRF/TS facility and site based on the LEED Silver rating system. The Proposed Project would not result in the inefficient, wasteful, or unnecessary consumption of building energy.

In regards to transportation energy consumption specifically, transportation energy use impacts would be associated with passenger vehicle trips and solid waste hauling trips. implementation of the Proposed Project is anticipated to result in a reduction of waste hauling truck trip miles. After accounting for the various locations of local markets, the distance between those markets and existing MRF/TS, landfill and composting facilities, and the Port of Long Beach (recycling), existing commercial waste collection truck trips and self-haul truck trips are anticipated to be reduced by approximately 1,205,646 miles annually, and existing commercial transfer truck trips are anticipated to be reduced by approximately 526,708 miles annually. These reductions are from the existing condition, not from a hypothetical baseline.

Because CEQA is concerned with the change from existing condition caused by a proposed project, a reduction in vehicle miles traveled (and therefore a reduction in energy consumption) resulting from this Project indicates that transportation energy use associated with waste hauling trips would not result in the wasteful or inefficient consumption of energy. However, even if all waste collection trips were new trips (and they are not), the energy expended on waste collection trips, together with the new employee and convenience store / public gas station trips, would still not result in wasteful or inefficient energy consumption.

The Proposed Project proposes a maximum throughput of 6,000 tons per day. At maximum throughput, the daily truck round trips would include 1,137 packer truck trips, 66 end dump truck trips, 445 rolloff truck trips, and 559 transfer truck trips. The Proposed Project also includes 345 employee round trips, 249 self-haul round trips, and 741 convenience store/service station round trips. The average one-way travel distances for the Proposed Project are estimated to be 9.1 miles for the collection/roll-off trucks and 8.4 miles for self-haul trucks. Standard fuel consumption estimates and estimates of the project-related trips and mileage were used to determine haul truck, self-haul, employee, and convenience store/public gas station activities.

The analysis determined that transportation would annually require approximately five million gallons of diesel fuel equivalent (or 565,000 gallons of diesel fuel, 444,000 gallons of gasoline, and 566 million cubic feet of CNG), based on approximately 38,900,000 vehicle miles traveled. This equates to a fuel efficiency of approximately 7.7 miles per gallon for diesel trucks, 22.5 miles per gallon for gasoline vehicles, and approximately 6.1 miles per gallon of diesel fuel equivalent for CNG trucks, which is reasonably consistent with the CEC estimates for the average fuel economy for the fleet-wide mix of vehicles operating in the South Coast Air Basin region.

Because the Proposed Project would develop a new MRF/TS facility within an extremely urbanized area close to existing waste markets, and because the fuel efficiency of the Project's associated passenger and commercial waste hauling vehicles would be similar to average fuel economy in the region, it can reasonably be concluded that the Project would not result in the wasteful or inefficient consumption of transportation-related energy resources. Impacts of transportation energy use would be less than significant. (2014 RDEIR, p. 4.0-9; 2020 RDEIR, p. 5-9 through -13; 2020 FEIR, p. 7-73 [Response BP-85].)

2. Energy Production

Threshold: Would the Project require the construction of new or expanded energy production facilities or infrastructure, the construction of which could cause significant environmental impacts?

Finding: Less than significant. (2020 RDEIR, p. 5-14.)

Explanation: The Proposed Project would have a less-than significant impact on fuel consumption. Even under the most conservative analysis (assuming all trips are new trips), fuel use would only increase in the range of one-hundredth of one percent for natural gas and petroleum fuels. The analysis indicated that the Proposed Project would not require construction of new or expanded energy production facilities or infrastructure. No significant or potential significant transportation energy impacts (or other energy impacts) are anticipated with implementation of the Proposed Project. Therefore, no mitigation measures relative to this resource topic are proposed or required. (2020 RDEIR, p. 5-14.)

3. Renewable Energy and Energy Efficiency Plans

Threshold: Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Finding: Less than significant. (2014 RDEIR, p. 4.0-9.)

Explanation: The Proposed Project would adhere to all federal, State, and local requirements for energy efficiency, including Title 24, California's Energy Efficiency Standards for Residential and Non-residential Buildings. In addition, the Project Applicant will design and construct the MRF/TS facility and site based on the LEED Silver rating system. The Proposed

Project would not result in the inefficient, wasteful, or unnecessary consumption of building energy. (2014 RDEIR, p. 4.0-9.)

F. GEOLOGY AND SOILS

1. Expansive Soils

Threshold: Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

Finding: Less than significant impact. (2014 RDEIR, p. 3.7-18.)

Explanation: As confirmed by field observations and research, the soil at the site is composed of sand, gravel, and rock associated with older alluvium. These soils do not generally have expansive qualities. It is not reasonably foreseeable that the Project will result in substantial risk to life or property related to expansive soils. Therefore, expansive soil related impacts are less than significant. (2014 RDEIR, p. 3.7-18.)

2. Septic Tanks

Threshold: Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

Finding: Less than significant impact. (2014 RDEIR, p. 3.7-18.)

Explanation: The Proposed Project will dispose of all of their municipal wastewater to the public sewer system and will not utilize septic tanks. Additionally, the grading of the site and the bioretention system planned for the Proposed Project will ensure that stormwater from the site will not cause significant impacts. It is not reasonably foreseeable that the Project will result in significant impacts related to soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are unavailable for the disposal of wastewater. Therefore, soil issues related to septic and water disposal systems will not cause a significant impact. (2014 RDEIR, p. 3.7-18.)

G. GREENHOUSE GAS EMISSIONS

1. Generation of GHGs

Threshold: Would the project generate greenhouse gas emissions ("GHGs"), either directly or indirectly, that may have a significant impact on the environment?

Finding: Less than significant impact. (2020 RDEIR, pp. 4-1 through -24; see also 2020 FEIR, pp. 7-29 [Response BP-13], -32 [Response BP-16].)

Explanation: The City applied a net-zero emissions threshold to determine whether greenhouse gas emissions emitted during construction and operation of the Project would be potentially significant. The Proposed Project is a waste materials sorting and transfer facility designed to process municipal solid waste, sort and recover as much recyclable and reusable material as possible, and then transport processed materials to the Port of Long Beach, an organic composting facility, or a landfill. Virtually all of the waste materials transported to the Proposed Project from waste generating sources (i.e. "markets") will also be transported from the Proposed Project to other existing facilities (i.e., recycling, composting, and landfill facilities). (2020 RDEIR, p. 4-1.)

To assess the significance of the Project's GHG emissions relative to the chosen net zero threshold, both quantitative and qualitive information is provided to support the significance determination presented herein. This approach is consistent with State CEQA Guidelines, section 15064.4(a), which grants lead agencies "discretion to determine, in the context of a particular project, whether to: (1) Quantify greenhouse gas emissions resulting from a project; and/or (2) Rely on a qualitative analysis or performance based standards." (2020 RDEIR, p. 4-10.) To quantitatively determine the amount of vehicle miles reduced from the existing condition, and thus the quantity of greenhouse gas emissions reduced from the existing condition, a quantitative regional efficiencies analysis was completed. The regional efficiencies analysis identifies existing nearby waste generating markets, the distances from those markets to existing MRF/TS facilities, and the distances between existing MRF/TS facilities and the landfill, composting, and port facilities that currently accept sorted and processed materials. These distances were then compared against the distances that would be traveled after opening of the Proposed Project, using a weighted average reduction approach. (2020 RDEIR, p. 4-11.)

2020 RDEIR Table 4-7 presents all GHG emissions associated with the Proposed Project, including those emissions previously modeled in the 2014 RDEIR (area/energy, convenience store/public gas station mobile emissions, onsite equipment, and employee trips), refined in the 2017 Addendum No. 1 to the 2016 FEIR (construction) and reassessed as described above (waste collection truck trips, self-haul truck trips, and transfer truck trips). As shown in 2020 RDEIR Table 4-7, the GHG emissions from the Proposed Project would provide a net benefit when compared against the existing condition, and GHG emissions would be below the significance threshold of 0 MTCO2e/year. Thus, impacts would be less than significant and no mitigation is required. (2020 RDEIR, pp. 4.-23 and -24.)

2. Conflicts with Applicable Plans, Policies, and Regulations

Threshold: Would operation of the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Finding: Less than significant impact. (2020 RDEIR, pp. 4-1 through -24; 2014 RDEIR, pp. 3.3-68 and -69; see also 2017 Addendum No. 1, p. 21.)

Explanation: To assess greenhouse gas emissions impacts, the City applied a net-zero threshold, and determined that the GHG emissions from the Proposed Project would provide a net benefit when compared against the existing condition, and GHG emissions would be below

the significance threshold of 0 MTCO2e/year. A zero threshold is lower than all GHG emissions significance thresholds either adopted or recommended by other urban-area air districts in California. To meet a zero threshold, all of a project's emissions greater than the baseline must be eliminated or offset, and the status quo of the existing environmental baseline retained. (2020 RDEIR, p. 4-7.) Application of a net-zero threshold ensures that emissions from the proposed Project would not interfere with the State's plans, policies, or regulations by ensuring that no change in the environmental baseline associated with greenhouse gas emissions will occur.

Further, CARB is continuing to develop strategies to reduce statewide GHG emissions, including heavy-duty vehicle emission reductions, as directed by AB 32. The Proposed Project will be required to comply with all new State laws and regulations, including as they may be implemented by SCAQMD. A number of design features and regional efficiencies are part of the Proposed Project. the Proposed Project would therefore not be expected to conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHG. Impacts would be less than significant, and no mitigation is required.

H. HAZARDS AND HAZARDOUS MATERIALS

1. Hazardous Materials Sites

Threshold: Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code § 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Finding: No impact. (2014 RDEIR, p. 3.8-29.)

Explanation: The Proposed Project site is not listed as a site containing hazardous materials as defined in Government Code, Section 65962.5. Therefore, no adverse effect would occur as a result. (2014 RDEIR, p. 3.8-29.)

2. Airports

Threshold: For a project located within an airport land use plan or land use plan area or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

Finding: No impact. (2014 RDEIR, p. 3.8-29.)

Explanation: The project is not located within the vicinity of any airports. No impact would occur. (2014 RDEIR, p. 3.8-29.)

3. Emergency Plans

Threshold: Would the Project impair implementation of or physically interfere with an adopted emergency response plan or an emergency evacuation plan?

Finding: Less than significant impact. (2014 RDEIR, p. 3.8-30.)

Explanation: The City of Irwindale has established Arrow Highway and Live Oak Avenue as Major Emergency Evacuation Routes. The Proposed Project is located along both of these routes with Arrow Highway along the northern boundary of the site and Live Oak Avenue along the south border. Generally, operational traffic to and from the site would be distributed throughout the 24-hour operation of the facility and not result in queuing of trucks into access points along Arrow Highway and Live Oak Avenue. Therefore, queuing of trucks into Arrow Highway and Live Oak Avenue lanes should not occur on a regular basis. During an emergency, all trucks would be rerouted so they would not interfere with these evacuation routes. Furthermore, the Proposed Project will not construct any physical structures or provide other obstructions which would interfere with these two routes. In addition, PDF HAZ-2 includes a site-specific Emergency Action Plan and Emergency Response Training Plan within the On-Site Management Plans. Therefore, potential impacts associated with impairing evacuation along these roadways would be less than significant. (2014 RDEIR, p. 3.8-30.)

4. Wildland Fires

Threshold: Would the project expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

Finding: Less than significant impact. (2014 RDEIR, p. 3.8-30.)

Explanation: The Proposed Project is located entirely in a heavily urbanized area within the City of Irwindale. No wild lands are adjacent to the site. To the north of the Project site is the Santa Fe Dam and Recreational Area, which may have seasonal dry grassland; however based on the high structure of the Dam walls, the masonry walls would act as a barrier in the event of a fire inside the Project Site. Therefore, the Proposed Project would not expose people or property to wildland fire hazards. (2014 RDEIR, p. 3.8-30.)

I. HYDROLOGY AND WATER QUALITY

1. Water Quality Standards

Threshold: Would the project violate any water quality standards or waste discharge requirement?

Finding: Less than significant impact. (2014 RDEIR, pp. 3.13-7 through -13.)

Explanation: Water pollutants of concern during construction of the Proposed Project

include metals, soil additives, construction chemicals, and miscellaneous wastes. Site preparation activities including grading would remove the existing minimal on-site vegetation and other ground cover at the site. Removal of vegetation would have a minimal effect on the potential velocity and volume of stormwater flows from the Proposed Project site and given the high permeability and level surface is not likely to produce stormwater runoff with sediment and nutrient loading.

Pollutant discharge from the Proposed Project site must be prevented using BMPs. All construction projects that clear and grade more than one-acre of land must obtain coverage under the NPDES General Permit (administered by the Los Angeles RWQCB under SWRCB Water Quality Order 99-08-DWQ) prior to development.

The NPDES General Permit requires preparation of a site-specific Storm Water Pollution Prevention Plan (SWPPP). BMPs would be developed to prevent on-site pollutants from coming into contact with receiving waters, to minimize on-site erosion, and to prevent off-site siltation and other construction pollutants from reaching local waterways. The SWPPP also outlines stormwater sampling and BMP inspection requirements. Preparation of the SWPPP and Erosion and Sediment Control Plan with BMPs is required prior to any site grading, or initiation of construction. Compliance with the project specific NPDES Permit requirements (e.g., Storm Water Pollution Prevention Plans (SWPPP) and Erosion and Sediment Control Plan with BMPs) would prevent significant water quality impacts to off-site water bodies during construction, and it is concluded that the Proposed Project is not likely to result in significant water quality impacts during construction with adherence to these regulatory requirements.

The on-going record of tests by a State-certified laboratory provides evidence that the BMPs selected for the site are controlling pollutants in stormwater discharges. Standard tests required in the Industrial Storm Water Permit regulations normally address pH, total suspended solids, conductivity, and oil and grease levels. Additional tests performed for the site could include chemical oxygen demand and bio-chemical oxygen demand. Implementation of the project specific NPDES Permit requirements (e.g., Storm Water Pollution Prevention Plans (SWPPP) and Erosion and Sediment Control Plan with BMPs) are intended by design to prevent water quality degradation and reduce potential impacts to water quality during construction and operational activities; and therefore, are deemed to reduce potential impacts to a level that is less than significant. (2014 RDEIR, pp. 3.13-7 through -13.)

2. Groundwater Supplies

Threshold: Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Finding: Less than significant impact. (2014 RDEIR, pp. 3.13-13 and -14.)

Explanation: Explanation: The Proposed Project would not interfere substantially with local groundwater recharge, or produce a net deficit in aquifer volume, or lowering of local groundwater table in the vicinity of the Proposed Project. The project would be conditioned by the City to be certifiable at the Silver level utilizing U.S. Green Building Council's (USGBC)

Leadership in Energy and Environmental Design (LEED) green building rating systems. The LEED rating system requires water efficiency in the design of a project through water use reduction, efficient landscaping, and innovative wastewater treatment technologies. The implementation of these design parameters would minimize the use of water at the site (**PDF WQ-1**).

PDF WQ-1

The Applicant shall comply with the project-specific National Pollutant Discharge Elimination System (NPDES) Permit requirements (such as the Storm Water Pollution Prevention Plans (SWPPPs) and Best Management Practices (BMPs) including: limiting construction access routes and stabilizing access points; staking/marking construction limits; protection of cut and fill surfaces from sheet, rill and gully erosion; stabilizing temporarily denuded areas with seeding, mulching, jute netting, hay bales and silt fences or other methods; designating specific areas for the stockpiling, handling, preparation and disposal of construction materials; quickly establishing groundcover and landscaping of areas designated to remain pervious; and/or waste material and litter control to prevent existing drainages).

Therefore, as designed, the Proposed Project would not adversely impact groundwater supplies or interfere substantially with groundwater recharge; therefore, potential impacts associated with groundwater supplies or groundwater recharge would be less than significant. (2014 RDEIR, pp. 3.13-13 and -14.)

3. Existing Drainage Patterns, Runoff, and Flood Flows

Threshold: Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site; substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site; create or contribute runoff water which would exceed the capacity of the existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or impede or redirect flood flows?

Finding: Less than significant impact. (2014 RDEIR, pp. 3.13-14 and -15.)

Explanation: There are no local streams or rivers adjacent to or running through the Proposed Project site. Therefore, no adverse impacts to existing streams or rivers will occur with implementation of the Proposed Project. The Proposed Project is relatively flat; therefore, terrain modification for the construction of various buildings, the truck loading dock, and other on-site structures would be minimal. After the Proposed Project is constructed, most of the surface of the site would be paved, contain structures, or be landscaped. Erosion or siltation after construction would be minimal with conditions of level terrain, non-erodible surfaces, and high porosity and permeability of surrounding ground. The risk of erosion or siltation from the site during construction and operation would be minimal and less than significant.

Construction of the Proposed Project would increase the amount of impervious surface. Approximately 55% of the site would be covered with concrete or asphalt (e.g., parking, circulation, and hardscaped areas) and about 32% of the surface would be covered with buildings. The remaining 13% would be landscaped. The impervious structures would increase stormwater drainage to be directed to the bioremediation/ underground storage or the porous asphalt areas discussed previously. The perimeter of the site will be covered with vegetation landscaping and a wall, thus, preventing off-site runoff from entering the facility. The site will be graded so that no stormwater flow can leave the site without first passing through the bioremediation swale system. A bioretention system/storage system along the eastern side of the facility will collect stormwater runoff from the northeastern, southeastern, and convenience store areas. Bioretention systems have proven effective in removing pollutants associated with suspended solids, hydrocarbons, metals, nutrients, and bacteria from stormwater runoff. They also are effective in reducing the peak runoff rates. As designed, the Proposed Project would not adversely impact the existing drainage pattern of the site or area, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site.

Finally, the perimeter of the site will be covered with vegetation landscaping and a wall; thus, preventing off-site runoff from entering the facility. The site will be graded so that no stormwater flow can leave the site without first passing through the bioremediation swale system. As described above, the NPDES Industrial Stormwater Permit and associated BMPs – including the bioremediation/underground storage system – would minimize source of polluted runoff to less than significant. (2014 RDEIR, pp. 3.13-14 and -15.)

4. Inundation

Threshold: In flood hazard, tsunami, or seiche zones, would the project risk release of pollutants due to project inundation?

Finding: Less than significant impact. (2014 RDEIR, pp. 3.13-16 and -17.)

Explanation: FEMA has designated the Proposed Project area as a Zone X, defined by FEMA as an "Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood." Therefore, the potential flooding risk at the site is very low and would not be significant.

Further, the only major water bodies near the Proposed Project site are the USACE constructed Santa Fe Dam to the northeast and the San Gabriel River to the north and west of the site. The only time a significant amount of water is within the dam is during diversion of heavy flows from the San Gabriel River. During the late spring, summer, and early fall, the water within the dam is low. During the low water levels, the area at the bottom of the dam is used as a regional recreational area. Beyond the Santa Fe Dam, the San Gabriel River flows through a concrete-lined walled channel. These USACE projects abate the 100-year storm threat of the river. Consequently, the risk of loss, injury, or death involving flooding or failure of these flood control structures will be less than significant.

Finally, the Proposed Project is located approximately 35 to 40 miles from the Pacific Ocean, on relatively flat topography and away from steep terrain. The nearest potential large body of water is the Santa Fe Flood Control Basin controlled by the USACE and various aggregate mining groundwater basins. The Santa Fe Flood Control Basin is used for flood control of the San Gabriel River and groundwater recharge. The potential of seiches within these basins are considered insignificant. Furthermore, a number of recharge locations (e.g., Santa Fe Flood Control Basin, San Fe Spreading Ground, and Buena Vista Spreading Ground) are located near the Proposed Project site and used to maintain groundwater levels. Therefore, the risk of landslides, tsunamis and seiches, and subsidence would be less than significant.

5. Water Quality Control Plan

Threshold: Would the project conflict with or obstruct implementation of water quality control plan or sustainable groundwater management plan?

Finding: Less than significant impact. (2014 RDEIR, pp. 3.11-14 and -15.)

Explanation: The site is an urban infill site that is located within the existing service area of the regional Sanitation Districts. The San Jose Creek Water Reclamation Plant (WRP) and the Joint Water Pollution Control Plant are both subject to permits issued by the Regional Water Quality Control Board. The San Jose Creek WRP is subject to National Pollution Discharge Elimination System (NPDES) Permit No. CA0053911, which regulates the discharge of treated sewage from the plant to the San Gabriel River and San Jose Creek, while the Joint Pollution Control Plant is subject to NPDES Permit No. CA0053813, which regulates the discharge of treated sewage from the plant to the Pacific Ocean.

The permits that regulate the San Jose Creek WRP and the Joint Water Pollution Control Plant set limitations on the amount of pollutants that the plants can discharge into receiving waters. An increase in the amount of sewage treated at these plants could result in the plants not being able to meet pollutant standards outlined in their respective permits. Sewage generated by development in the City of Irwindale is treated at the San Jose Creek WRP with any excess sewage and all bio solids treated at the Joint Water Pollution Control Plant. As discussed above, the San Jose Creek WRP currently has over 20 mgd of treatment capacity while the Joint Water Pollution Control Plant currently has over 120 mgd of treatment capacity. Therefore, sewage generated by the Proposed Project will not result in the plant exceeding sewage treatment capacities. By its nature, the MRF/TS does not provide wastewater services (toilets/sewer system) to the general public, but rather its own employees and patrons of the gas station.

Further, stormwater runoff collection points are located along the northwestern and northeastern perimeter of the site. These collection points are located along areas with the highest possibility of discharges of pollutants (e.g., trucks entering the facility, weight station, long-haul trucks departure area, and entrances into the tipping floor and green waste areas). In addition, a drain near the fueling island as well as grading of the convenience store area would direct flow toward the bioretention system to the west of this area.

Treatment requirements for industrial wastewater [and stormwater as a source of a wastewater treatment plant exceeding standards] from the site are typical for identical types of facilities operated throughout the region (and State), and are subject to review and approval of the Regional Water Quality Control Board and the Sanitation Districts of Los Angeles County and would not exceed the wastewater treatment requirements of either regulatory agency. Further, no hazardous waste is expected to leave the site (refer to Chapter 3.8 Hazards and Hazardous Waste). Therefore, the impact of the Proposed Project on sewage treatment requirements is less than significant. (2014 RDEIR, pp. 3.11-14 and -15.)

In addition, the Proposed Project would not interfere substantially with local groundwater recharge, or produce a net deficit in aquifer volume, or lowering of local groundwater table in the vicinity of the Proposed Project. The project would be conditioned by the City to be certifiable at the Silver level utilizing U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED) green building rating systems. The LEED rating system requires water efficiency in the design of a project through water use reduction, efficient landscaping, and innovative wastewater treatment technologies. The implementation of these design parameters would minimize the use of water at the site (PDF WQ-1). As designed, the Proposed Project would not adversely impact groundwater supplies or interfere substantially with groundwater recharge; therefore, potential impacts associated with groundwater supplies or groundwater recharge would be less than significant. (2014 RDEIR, pp. 3.13-13 and -14.)

J. LAND USE

1. Divide a Community

Threshold: Would the project physically divide an established community?

Finding: Less than significant impact. (2014 RDEIR, pp. 3.9-15 and -16.)

Explanation: Access to all land uses within the greater area near the Project site would be maintained throughout construction and operational activities. The Proposed Project would not result in any permanent road closures; and therefore, the Proposed Project would not divide an established community.

The vacant site is located within an area of varied land uses supporting a mix of heavy industrial, light industrial, residential, recreational and commercial uses. According to the Phase I ESA and the cultural resources investigation, the site was undeveloped land as early as 1928-29. By 1936, the Project site was developed as a portion of a larger industrial facility (United Concrete Pipe Corporation) that occupied the site until 1990. The Property has remained vacant since 1991. Roadways adjacent to the site include Arrow Highway and Live Oak Avenue which are classified as "Major Arterials" and "Major Designated Truck Routes" in the City's General Plan. The main function of a Major Arterial is to provide regional, sub-regional, and intra-City travel service. Through traffic on these roadways comprises the bulk of traffic volumes on major arterial roadways. Major arterials typically have four to six travel lanes. (General Plan Update, 2008).

The Proposed Project would result in the construction and operation of a materials recovery facility and transfer station, including convenience store and fueling station, within the City of Irwindale. Operations at the MRF/TS would consist of materials recovery sorting, consolidating, compacting received materials, and then re-loading all recyclable, compostable, and solid waste material into transfer trucks for transport to additional processing and/or disposal facilities. As a primary function, the MRF/TS would reduce the amount of regionally-produced solid waste that would otherwise be land filled by recovering materials that can be recycled or reused.

Based upon all of the above, it is not reasonably foreseeable that the Proposed Project will physically divide an established community. Therefore, land use impacts related to dividing a community would be less than significant. (2014 RDEIR, pp. 3.9-15 and -16.)

2. Conflict with Plans

Threshold: Would the project cause a significant environmental impact due to a conflict with any land use plan, policy or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

Finding: Less than significant impact. (2014 RDEIR, pp. 3.9-17 through 3.9-21.)

Explanation: The Project is consistent with all applicable City of Irwindale General Plan policies and programs adopted for the purpose of mitigating an environmental effect. See 2014 RDEIR, Table 3.9-3, Irwindale General Plan Consistency Analysis. In addition, the Project was found consistent with the City of Baldwin Park plans, policies and regulations, SCAG plans, and Los Angeles County plans. Therefore, land use conflict related impacts are less than significant. (2014 RDEIR, pp. 3.9-17 through 3.9-21.)

K. MINERAL RESOURCES

1. Known and Locally Important Resources

Threshold: Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

Threshold: Would the project result in the loss of availability of a locally-important mineral resource recovery site, delineated on a local general plan, specific plan, or other land use plan?

Finding: No impact. (2014 RDEIR, p. 3.1-2.)

Explanation: The project site is not within a mineral resource recovery site delineated on a general plan, specific plan or other land use plan. Although, there may be materials under the proposed project site that may be a mineral resource of value to the region or residents of the state, they are not currently available and would not be foreseeably available in the future.

Therefore, implementation of the Project would not reduce access to any mineral resource more than the existing condition. (2014 RDEIR, p. 3.1-2.)

L. NOISE

1. Groundborne Vibration and Noise

Threshold: Would the project generate excessive groundborne vibration or groundborne noise levels?

Finding: Less than significant. (2014 RDEIR, p. 3.10-29.)

Explanation: Depending on the construction or operational equipment used, ground-borne vibrations can be perceptible within 30 to 100 feet of a source. Structural damage from pile driving typically does not occur in buildings more than 50 feet from the location of the activity (Caltrans, 2004). Pile driving would not be required for construction of the facility. In addition, neighboring buildings are more than 100 feet away. Therefore, it is not reasonably foreseeable that the Project would result in ground-borne vibrations or noise levels. Therefore, ground-borne vibrations and ground-borne noise impacts would be less than significant impact. (2014 RDEIR, p. 3.10-29.)

2. Public Airports

Threshold: For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or a public use airport, would the project expose people residing or working in the project area to excessive noise levels?

Finding: No impact. (2014 RDEIR, p. 3.10-35.)

Explanation: The Proposed Project site is not located in an airport land use plan or within two miles of a public airport and therefore would not expose people working in the Proposed Project area to excess noise levels. The Proposed Project is also not located in the vicinity of a private airstrip and therefore would not expose people working in the Proposed Project areas to excessive noise levels. No impact would occur. (2014 RDEIR, p. 3.10-35.)

M. POPULATION AND HOUSING

1. Population Growth

Threshold: Would the project induce substantial unplanned population growth in an area, either directly or indirectly?

Finding: No impact. (2014 RDEIR, p. 3.9-21.)

Explanation: There is no residential component to the Proposed Project. The creation of 411 new jobs within the City's (and region's) employment base would not be expected to result in adverse effects on population growth. With unemployment of about 10.1 percent in Los Angeles County (August 2013), there is a substantial labor force available locally and regionally, and it is anticipated that these employees would live in the City and/or neighboring communities, thereby not inducing workers to relocate from outside of the area and causing direct or indirect population growth. The MRF/TS would not remove any barriers to growth and would not create any dwelling units nor would residential growth be induced by implementation of the Proposed Project. Therefore, the population growth related impacts are less than significant. (2014 RDEIR, p. 3.9-21.)

2. Displace Housing and People

Threshold: Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

Finding: No impact. (2014 RDEIR, p. 3.9-22.)

Explanation: Proposed construction [and operation] would not be expected to permanently displace people nor any existing, developing, or approved urban/industrial buildings or activities. The Proposed Project site has been historically developed for urban/industrial uses and is currently vacant and uninhabited.

Based upon the above, it is not reasonably foreseeable that the Proposed Project will displace any housing or populations. Therefore, the housing and population related impacts are less than significant. (2014 RDEIR, p. 3.9-22.)

N. PUBLIC SERVICES

1. Fire Protection

Threshold: Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for fire protection?

Finding: Less than significant impact. (2014 RDEIR, p. 3.11-12.)

Explanation: Construction and operation of the Proposed Project would occur on a vacant urban infill site that is located within the existing service area of the County of Los Angeles Consolidated Fire District which serves the City of Irwindale. No fire facilities would be directly affected by Project implementation. No increased need for fire services would be required to maintain acceptable services ratios.

The Proposed Project includes multiple project driveways to facilitate emergency access, a fire access road around the entire perimeter of the main building, and the required fire district turning radii have been incorporated into the site design. The parking of the transfer trucks along the southeast side of the main building, next to bin storage of the site has also been designed to facilitate fire department access to the site. Project plans have been initially reviewed by fire district staff and will be reviewed again prior to issuance of the building permit. The Fire Department review concluded no significant risk of fire based on site plans.

The Proposed Project includes several fire control features within the On-Site Management Plans including a Fire Prevention Control and Mitigation Plan and an Emergency Response and Training Plan which are intended to minimize the potential risk of fire and to establish formal procedures for responding to an emergency. Due to the nature, location and design of the Project, implementation of the Proposed Project is not anticipated to have an adverse effect on fire services, service levels, or facilities. (2014 RDEIR, p. 3.11-12.)

2. Police Protection

Threshold: Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for police protection?

Finding: Less than significant impact. (2014 RDEIR, pp. 3.11-11 and -12.)

Explanation: Construction and operation of the Proposed Project would occur on a vacant urban infill site that is located within the existing service area of the Irwindale Police Department. Due to the location and nature of the Proposed Project, no direct adverse physical impacts to existing Police facilities or levels of service is anticipated to occur. (2014 RDEIR, pp. 3.11-11 and -12.)

3. Education

Threshold: Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for schools?

Finding: No impact. (2014 RDEIR, p. 3.11-13.)

Explanation: The Proposed Project would not have a direct physical impact on any school facilities. Project implementation does not include a residential component and therefore would not result in a direct population increase or direct or indirect effect on school facilities or services. Traffic from the Proposed Project is routed away from this intersection to minimize effects on residences south of the Live Oak Avenue industrial corridor in the City of Baldwin

Park, and the Margaret Heath elementary school located approximately 1,370 feet south of Live Oak Avenue on the east side of Baldwin Park Boulevard. Therefore, no adverse impacts to schools are anticipated to occur with implementation of the Proposed Project.

4. Parks

Threshold: Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for parks?

Finding: No impact. (2014 RDEIR, p. 3.9-22.)

Explanation: There is no residential or recreational component to the Proposed Project. The creation of new jobs within the City's (and region's) employment base would not be expected to result in adverse effects on either the provision of existing recreational services or existing recreational facilities. The Proposed Project is not expected to result in a population growth in the City or area and therefore, the Proposed Project does not have the potential to increase population in a manner that could substantially increase the use of, nor cause substantial physical deterioration of existing neighborhood and regional parks or recreational facilities. With no potential to increase population, there will be no increase to use of recreational facilities and, therefore, no significant impact. (2014 RDEIR, p. 3.9-22.)

5. Other Public Facilities

Threshold: Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any other public facilities?

Finding: Less than significant impact. (2014 RDEIR, pp. 3.11-13 and -14.)

Explanation: Implementation of the Proposed Project would require the re-establishment of water and wastewater utility services to the site. The Proposed Project is an infill project and water lines and wastewater collection lines have already been extended in proximity to the site to surrounding land uses. A Sanitation District trunk sewer line currently exists within the Live Oak Avenue right-of-way.

Potable water supplies would be required for the site for the Administrative and Visitor Facility, Education Center, Employee Facility, Convenience Store as well as for daily site management, odor control and other related operational activities and landscaping. Wastewater to be directed to the regional sanitary sewer system will include sanitary wastes, wash water, and treated stormwater flows from the site. Solid waste discharges from the tipping floor and sorting area are enclosed within the Materials Recovery Facility. Because this building is enclosed,

rainwater runoff to stormwater discharge points would be eliminated. Tipping floor and green waste areas would be periodically power scrubbed. Liquid waste from the power scrubbing of the tipping and greenwaste floors, truck loading areas, and truck wash areas are to be discharged to the municipal sewer system under a permit from the Sanitation Districts of Los Angeles County. This increase in water and wastewater flow would be adequately handled by existing service providers through existing facilities. As an urban infill project on a previously developed site, no significant adverse effects on water or wastewater facilities or services would occur with Project implementation.

Implementation of the Proposed Project would require the re-establishment of electrical and natural gas utility lines to the site. The Proposed Project is an infill project and electrical and natural gas distribution lines have already been extended in proximity to the site to support surrounding land uses. The site is crossed by a City of Los Angeles Department of Water and Power (LADWP) electricity transmission easement and Southern California Edison (SCE) Company holds an underground utility easement along the entire length of the project site frontage on Arrow Highway. Site design reflects avoidance of the transmission line corridor, to be developed with limited parking spaces and perimeter landscaping. No permanent facilities would be located on the easement and no adverse impacts are anticipated.

Implementation of the Proposed Project will require the connection of electrical and natural gas lines to the site and will result in a small, long-term increase in the use of these energy resources. The increase associated with Project operation would not be a considered a significant impact on the local and regional energy supply systems.

Thus, impacts associated with any other public facilities or services would be less than significant. (2014 RDEIR, pp. 3.11-13 and -14.)

O. RECREATION

1. Existing Facilities

Threshold: Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Finding: No impact. (2014 RDEIR, p. 3.9-22.)

Explanation: There is no residential or recreational component to the Proposed Project. The creation of new jobs within the City's (and region's) employment base would not be expected to result in adverse effects on either the provision of existing recreational services or existing recreational facilities. The Proposed Project is not expected to result in a population growth in the City or area and therefore, the Proposed Project does not have the potential to increase population in a manner that could substantially increase the use of, nor cause substantial physical deterioration of existing neighborhood and regional parks or recreational facilities. With no potential to increase population, there will be no increase to use of recreational facilities and, therefore, no significant impact. (2014 RDEIR, p. 3.9-22.)

2. New Recreational Facilities

Threshold: Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

Finding: No impact. (2014 RDEIR, p. 3.9-22.)

Explanation: There is no residential or recreational component to the Proposed Project. The creation of new jobs within the City's (and region's) employment base would not be expected to result in adverse effects on either the provision of existing recreational services or existing recreational facilities. The Proposed Project is not expected to result in a population growth in the City or area and therefore, the Proposed Project does not have the potential to increase population in a manner that could substantially increase the use of, nor cause substantial physical deterioration of existing neighborhood and regional parks or recreational facilities. With no potential to increase population, there will be no increase to use of recreational facilities and, therefore, no significant impact. (2014 RDEIR, p. 3.9-22.)

P. TRANSPORTATION AND CIRCULATION

1. Conflicts with Plans

Threshold: Would the project conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

Finding: Less than significant. (2014 RDEIR, pp. 3.12-66 through -68.)

Explanation: The City has no plans, ordinances or policies that establish measures of effectiveness for the performance of the circulation system, including related to mass transit and non-motorized travel, such as a pedestrian or bicycle circulation plan, which are applicable to the Proposed Project. The only bike path within the City of Irwindale is located on the river bed near the project site, and along the top of Santa Fe Dam east of the site. Based on the existing uses near the project site, and the project's trip generation characteristics, pedestrian activity is anticipated to be nominal. However, the Project is consistent with City policies regarding to safe and efficient circulation, given that the Project's onsite and offsite improvements provide for safe and efficient access conditions, and accommodate the travel activities associated with the Proposed Project. Further, the project will pay its fair share of improvements to eliminate the significant impacts relating to Level of Service. Given this, implementation of the Project would not conflict with adopted policies, plans, or programs that would result in a decrease of the performance or safety of public transit, bicycle, or pedestrian facilities. Impacts are considered less than significant and no mitigation measures are required. (2014 RDEIR, pp. 3.12-66 through -68.)

2. Design Feature Hazards

Threshold: Would the project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Finding: No impact. (2014 RDEIR, p. 3.12-93; see also 2017 Addendum No. 1, pp. 21-29; see also 2020 FEIR, p. 7-57 [Response BP-56].)

Explanation: The recommended project on-site and off-site roadway improvements provide for safe and efficient access conditions and accommodate the travel activities associated with the Proposed Project within capacities and Level of Service policies as discussed above. Any development on city streets is subject to review by the Public Works Department and City Engineer to meet all applicable street standards.

Based upon the above, it is not reasonably foreseeable that implementation of the Proposed Project would involve any potentially dangerous traffic or transportation hazards or propose any incompatible uses that could affect existing traffic or circulation in the Project area. No mitigation is required. (2014 RDEIR, p. 3.12-93; see also 2017 Addendum No. 1, pp. 21-29; see also 2020 FEIR, p. 7-57 [Response BP-56].)

3. Emergency Access

Threshold: Would the Project result in inadequate emergency access?

Finding: Less than significant impact. (2014 RDEIR, p. 3.12-93.)

Explanation: Emergency site access to the Proposed Project is available the fire department access driveway (refer to Site Plan). This driveway is designed to provide adequate emergency access to the site for use by emergency vehicles only. The location of this driveway is along Live Oak Avenue, at the southwestern corner of the site. The design of the site access for emergency vehicles complies with the California Fire Code as adopted and implemented in the City and construction will be required to meet Fire Code standards. As such, there are no reasonably foreseeable impacts from inadequate emergency access. No mitigation is required. (2014 RDEIR, p. 3.12-93.)

Q. UTILITIES AND SERVICE SYSTEMS

1. Relocation or Expanded Services

Threshold: Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

Finding: Less than significant impact. (2014 RDEIR, pp. 3.11-13 and -14.)

Explanation: Implementation of the Proposed Project would require the re-establishment of water and wastewater utility services to the site. The Proposed Project is an infill project and water lines and wastewater collection lines have already been extended in proximity to the site to surrounding land uses. A Sanitation District trunk sewer line currently exists within the Live Oak Avenue right-of-way. Potable water supplies would be required for the site for the Administrative and Visitor Facility, Education Center, Employee Facility, Convenience Store as well as for daily site management, odor control and other related operational activities and landscaping. Wastewater to be directed to the regional sanitary sewer system will include sanitary wastes, wash water, and treated stormwater flows from the site. Solid waste discharges from the tipping floor and sorting area are enclosed within the Materials Recovery Facility. Because this building is enclosed, rainwater runoff to stormwater discharge points would be eliminated. Tipping floor and green waste areas would be periodically power scrubbed. Liquid waste from the power scrubbing of the tipping and greenwaste floors, truck loading areas, and truck wash areas are to be discharged to the municipal sewer system under a permit from the Sanitation Districts of Los Angeles County. This increase in water and wastewater flow would be adequately handled by existing service providers through existing facilities. As an urban infill project on a previously developed site, no significant adverse effects on water or wastewater facilities or services would occur with Project implementation.

Implementation of the Proposed Project would require the re-establishment of electrical and natural gas utility lines to the site. The Proposed Project is an infill project and electrical and natural gas distribution lines have already been extended in proximity to the site to support surrounding land uses. The site is crossed by a City of Los Angeles Department of Water and Power (LADWP) electricity transmission easement along the south side totaling approximately 2.84 acres of the total site area. In addition, Southern California Edison (SCE) Company holds a 23-foot-wide underground utility easement totaling approximately 0.5 acres along the entire length of the project site frontage on Arrow Highway. Site design reflects avoidance of the transmission line corridor, to be developed with limited parking spaces and perimeter landscaping. In addition, all buildings have been set back a minimum of 50 feet from the overhead lines in accord with public utility regulations. No permanent facilities would be located on the easement and no adverse impacts are anticipated.

Implementation of the Proposed Project will require the connection of electrical and natural gas lines to the site and will result in a small, long-term increase in the use of these energy resources. The increase associated with Project operation would not be a considered a significant impact on the local and regional energy supply systems. (2014 RDEIR, pp. 3.11-13 and -14.)

2. Water Supplies

Threshold: Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?

Finding: Less than significant impact. (2014 RDEIR, pp. 3.11-16 and -17.)

Explanation: The site is an infill development project within the Valley County Water District service area. Potable water supply demands associated with the Proposed Project (less than 22 acre-feet per year) would be met by the Valley County Water District from existing entitlements and available resources. No new or expanded entitlements would be required to meet the demands of the Project. The VCWD's 2010 UWMP identified an adequate supply of potable water to meet future demands (through 2035) within its water supply service area under normal, single year dry, and multi-year dry weather conditions. Because of a surplus of supply over demand under all scenarios, the VCWD would not have any problems providing water to the Proposed Project during normal, single dry year, and multi-dry year weather conditions. No new or expanded entitlements would be required to meet the demands of the Proposed Project and this impact is considered less than significant. (2014 RDEIR, pp. 3.11-16 and -17.)

3. Wastewater Capacity

Threshold: Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Finding: Less than significant impact. (2014 RDEIR, p. 3.11-17.)

Explanation: The site is an infill development project within the Sanitation District No. 22 service area. Wastewater associated with implementation of the Proposed Project can be adequately accommodated through existing treatment facilities maintained by the Sanitation Districts of Los Angeles County. Implementation of the Proposed Project would result in an incremental increase in local wastewater flows and would not result in a significant adverse effect on water treatment facilities. (2014 RDEIR, p. 3.11-17.)

4. Solid Waste Standards

Threshold: Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Finding: Less than significant impact. (RDEIR, p. 3.11-17.)

Explanation: The Project itself will not generate significant amounts of solid waste. Solid waste that would be processed at the site would be diverted from the existing local and regional waste streams for sorting and recovery of usable materials to reducing the total volume of waste required to be disposed of in a landfill. This would be a beneficial effect of the Project on solid waste. Residual waste that cannot be recycled or otherwise recovered, including waste generated on-site during construction and operation, would be transported to one of several contracted landfills. No significant impact would occur. (RDEIR, p. 3.11-17.)

5. Solid Waste Statutes and Regulations

Threshold: Would the project comply with federal, State and local statutes and regulations related to solid waste?

Finding: Less than significant impact. (2014 RDEIR, p. 3.11-18.)

Explanation: The Proposed Project is a solid waste processing and recycling project and has been designed to implement and comply with all applicable regulations pertaining to regional solid waste management. No adverse impacts on solid waste would occur with Project implementation. Project implementation will have a beneficial effect on local and regional solid waste management by diverting recyclable materials from the waste stream and reducing the total amount of remaining material required to be landfilled. (2014. RDEIR, p. 3.11-18.)

R. WILDFIRE

1. Emergency Response and Evacuation

Threshold: If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project substantially impair an adopted emergency response plan or emergency evacuation plan?

Finding: No impact.

Explanation: The Project site is not within or adjacent to a fire hazard zone as classified by the California Department of Forestry. (See "Los Angeles Open Data [https://data.lacounty.gov/dataset/Fire-Hazard-Severity-Zones/jwg2-9k5y; last accessed 12/17/2020]; and Map of CALFIRE's Fire Hazard Severity Zones in Local Responsibility Areas [https://osfm.fire.ca.gov/media/5823/irwindale.pdf; last accessed 12/17/2020].) No impact would occur.

2. Wildfire Exacerbation

Threshold: If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of wildfire, due to slope, prevailing winds, and other factors?

Finding: No impact.

Explanation: The Project site is not within or adjacent to a fire hazard zone as classified by the California Department of Forestry. (See "Los Angeles Open Data [https://data.lacounty.gov/dataset/Fire-Hazard-Severity-Zones/jwg2-9k5y; last accessed 12/17/2020]; and Map of CALFIRE's Fire Hazard Severity Zones in Local Responsibility Areas [https://osfm.fire.ca.gov/media/5823/irwindale.pdf; last accessed 12/17/2020].) No impact would occur.

3. Associated Infrastructure

Threshold: If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project require the installation or maintenance of associated infrastructure, such as roads, fuel breaks, emergency water sources, power lines, or other utilities, that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

Finding: No impact.

Explanation: The Project site is not within or adjacent to a fire hazard zone as classified by the California Department of Forestry. (See "Los Angeles Open Data [https://data.lacounty.gov/dataset/Fire-Hazard-Severity-Zones/jwg2-9k5y; last accessed 12/17/2020]; and Map of CALFIRE's Fire Hazard Severity Zones in Local Responsibility Areas [https://osfm.fire.ca.gov/media/5823/irwindale.pdf; last accessed 12/17/2020].) No impact would occur.

4. Exposure to Risks

Threshold: If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

Finding: No impact.

Explanation: The Project site is not within or adjacent to a fire hazard zone as classified by the California Department of Forestry. (See "Los Angeles Open Data [https://data.lacounty.gov/dataset/Fire-Hazard-Severity-Zones/jwg2-9k5y; last accessed 12/17/2020]; and Map of CALFIRE's Fire Hazard Severity Zones in Local Responsibility Areas [https://osfm.fire.ca.gov/media/5823/irwindale.pdf; last accessed 12/17/2020].) No impact would occur.

S. TRUCK FUELING

1. Off-Site Truck Fueling

Threshold: Would off-site fueling associated with project trips or truck fleets result in potentially significant impacts?

Finding: Less than significant impact. (2020 RDEIR, pp. 3-1 through -5.)

Explanation: The Irwindale MRF/TS is a waste sorting and processing facility and would not generate new waste materials. Instead, the new MRF/TS would competitively contract to process some of the municipal solid waste being processed at other MRF/TS facilities or

diverted to landfills. Therefore, all the waste hauling and transfer truck trips would be redirected trips of waste collection vehicles that would be collecting solid wastes near the City of Irwindale with or without the Irwindale MRF/TS. Refueling of those vehicles is occurring at present as a baseline condition, although travel routes and refueling locations may be slightly different than they would be with the proposed Project.

Off-site CNG fueling emissions impacts are minimal. These would be pass-by trips (or fill-ups at hauling-truck yards) for CNG-fueled self-haul trucks using the MRF/TS. Any fueling emissions would occur at permitted CNG fueling stations. Athens CNG-fueled trucks would continue to refuel at the existing Athens truck yard on Vincent Avenue in Irwindale, as they do at present.

CNG-fueled trucks may also occasionally fuel off-site opportunistically as needed and at the nearest possible facility if they are low on fuel in the course of hauling trips throughout the day. When a haul truck dumps its load at Mid Valley Landfill in Rialto, San Timoteo Landfill in Redlands, or American Organics Composting in Victorville, the truck can get fuel if needed in Ontario or Azusa while in route returning to Irwindale. All Athens truck fueling operations will occur at private facilities and public fueling stations and truck stops where they are fueling now with or without the Proposed Project. These facilities are designed to accommodate large vehicles such as waste collection trucks and transfer trucks. As a part of their development each of these fueling facilities is subject to environmental review, and air emissions, safety, and type of fueling dispensers associated with their operations are accounted for in their respective operational permits. Fueling operations are already accounted for in the regional emissions inventory and fueling will occur at regulated facilities operating in compliance with pertinent rules and regulations. Therefore, the potential impacts of collection and transfer truck fueling are determined to be less-than-significant, and no mitigation measures are required. (2020 RDEIR, pp. 3-1 through -5.)

2. On-Site Fueling

Threshold: Would the proposed Project's fueling at the convenience store public gas station result in creating traffic and safety hazards due to a design feature (internal traffic circulation pattern) or incompatible uses (waste haulers and transfer trucks circulating through the convenience store parking lot and public gas station fuel islands with smaller cars, pickup trucks, vans and motorcycles)?

Finding: No impact. (2020 RDEIR, pp. 3-6 through -8.)

Explanation: The Proposed Project includes a small convenience store gas station (similar to Circle K or AM/PM stores) that is not sized to serve collection trucks or transfer trucks that would bring waste materials into the MF/TS and remove processed materials from the proposed MRF/TS. The convenience store public gas station will only dispense gasoline and diesel fuel and is not designed to serve diesel fueled tractor-trailer sized vehicles. The station will also not dispense any CNG fuel used by the collection trucks and transfer trucks. Collection trucks and transfer trucks will enter the site at the main entry from Arrow Highway and will make a right turn (north) to the scale house before proceeding west into the MRF/TS. Upon

exiting east from the main driveway back onto Arrow Highway, these trucks will pass the convenience store and its public gas station in the southeast corner of the property. Fuel tanker trucks (gasoline and diesel) that will supply the fuel to be dispensed at the convenience store gas station will enter the parking lot from the main convenience store driveway on the east side from Arrow Highway, stop at the refill portals to connect and deliver gasoline and diesel fuel, and then proceed northwest to the driveway and turn right (east) on the MRF/TS main driveway to exit back to Arrow Highway.

Some self-haul vehicles using the MRF/TS (including small dump trucks, pick-up trucks, SUVs and automobiles), could empty their trucks, and turn right upon exiting the MRF/TS into the convenience store to access the store, and/or the public gas station. It is not known where self-haul vehicles would typically fuel, but it is reasonable to expect that sometimes (not often) they would be low on fuel and opportunistically use the fuel islands at the convenience store gas station to refuel. Some MRF/TS employees could also opportunistically drive their passenger vehicles (cars, SUVs, pick-up trucks and motorcycles) to the convenience store gas station on their way to and from the employee parking areas.

Because the collection trucks and transfer trucks will not be able to use the convenience store gas station, there will be no conflict between these larger trucks and public use of the convenience store gas station. These factors eliminate potential safety impacts from conflicts with collections trucks and transfer trucks and public use of the convenience store public gas station, and safety concerns are determined to be no impact. No mitigation measures are required. (2020 RDEIR, pp. 3-6 through -8.)

Regarding the potential for health impacts, the convenience store gas station would only serve pass-by small vehicle traffic and possibly some of the smaller self-haul vehicles and MRF/TS employee vehicles. For purposes of air quality assessment and related Health Risk Assessment (HRA), the public gas station was assumed to dispense 0.34 million gallons of diesel per year based on 2011 average throughput for diesel fuel dispensing stations in California.

Given the size of the proposed convenience store gas station, and understanding that the convenience store gas station does not include fueling for the larger collection trucks and transfer trucks associated with the MRF/TS operations (and likely only a small percentage of the self-haul vehicles), the average throughput of the reporting California Retail Diesel Fuel Stations (0.34 million gallons of diesel fuel per year) is confirmed to be a reasonable estimate of fuel throughput (2014 RDEIR, p. 3.3-57). For that reason, it is concluded that the diesel fuel assumptions used in the Health Risk Assessment are reasonable, and the overall air emissions health risk assessment impacts of the Proposed Project, including the dispensing of diesel fuel at the convenience store public gas station are less-than-significant, as determined in Threshold AQ-5 in the 2014 RDEIR (beginning on page 3.3-55). No mitigation measures are required.

There will be no CNG fuel provided at the convenience store public gas station, and for that reason, there are no potential impacts of CNG fueling at the convenience store gas station. No mitigation measures are required.

The convenience store public gas station is not intended to service any Athens' diesel-

fueled waste trucks. The convenience store gas station would serve primarily gasoline-fueled pass-by traffic and smaller vehicles (cars, SUVs, pickup trucks and motorcycles), and would not serve larger diesel-fueled or CNG-fueled waste collection and transfer trucks. The volume of diesel actually pumped at the station (whether it is greater or less than 0.34 million gallons per year) would not affect the outcome of the HRA in any significant way since it is the actual combustion of diesel fuel that generates diesel particulate matter and is the primary driver of potential health impacts from diesel vehicles, not the storage of diesel fuel or fueling of diesel vehicles.

The HRA does account for the health impacts of gasoline fueling activities, which CARB notes within its Air Quality and Land Use Handbook: A Community Health Perspective as a specific emission source of concern. The health impacts of gasoline fueling activities were determined based on the California Air Pollution Control Officers Association's Air Toxics "Hot Spots" Program Gasoline Service Station Industry-wide Risk Assessment Guidelines and SCAQMD's Emission Inventory and Risk Assessment Guidelines for Gasoline Dispensing Stations, each of which does not include diesel fueling activities since diesel fuel has a lower volatility level than gasoline. Within the HRA, diesel combustion contributes the largest portion of the health impacts, with gasoline-fueling activities contributing less than five percent of the potential health impacts. For these reasons, it is concluded that the gasoline fuel assumptions used in the Health Risk Assessment are reasonable, and the potential impacts of dispensing gasoline fuel at the convenience store gas station are less-than-significant. No mitigation measures are required. (2020 RDEIR, pp. 3-6 through -8.)

SECTION 3: FINDINGS REGARDING ENVIRONMENTAL IMPACTS MITIGATED TO A LEVEL OF LESS THAN SIGNIFICANT.

The City Council hereby finds that feasible Mitigation Measures have been identified in the EIR and this Resolution that will avoid or substantially lessen the following potentially significant environmental impacts to a less than significant level. The potentially significant impacts, and the Mitigation Measures that will reduce them to a less than significant level, are as follows:

A. AIR QUALITY

1. Project Construction

Threshold: Would construction of the project conflict with or obstruct implementation of applicable air quality plan or violate any air quality standards or contribute substantially to an existing or projected air quality violation of the SCAQMD?

Finding: Less than significant with mitigation. (2014 RDEIR, pp. 3.3-26 through -34; see also 2017 Addendum No. 1, pp. 19-20.)

Explanation: Construction-related emissions are expected to be short-term, but may still cause adverse effects on air quality. Construction activities include site preparation, earthmoving, and general construction. Site preparation includes land clearing and grubbing. Earthmoving

activities include cut-and-fill operations, soil compaction, and grading. General construction includes adding improvements such as roadway surfaces, structures, and facilities. Construction activities would include equipment such as loaders, excavators, pavers, and haul trucks. As the project site is clear of structures, minimal demolition would be required. Secondly, the project site is level and thus, minimal site preparation and grading would be required. Site preparation would consist of land clearing and grubbing, haul truck trips would likely be required to export the materials from the project site. Nonetheless, air emissions attributable to construction activities are potentially significant, including vehicle emissions, construction equipment, and building coatings. (2014 RDEIR, pp. 3.3-26 through -34.)

Unmitigated construction emissions are anticipated to exceed SCAQMD thresholds for ROG and NOx, while emissions of CO, PM10, PM2.5, and SO2 are not anticipated to exceed thresholds. (2017 Addendum No. 1, p. 19 [Table 2.2].) To reduce construction emissions to a level of less than significant and reduce ROG and NOx emissions to below the relevant thresholds of significance, **Mitigation Measures MM AQ-1** through **MM AQ-11** have been identified:

MM AQ-1

In order to offset potential impacts that could occur without compliance with Rules 402 and 403, the City shall ensure the Proposed Project adheres to the provisions of SCAQMD Rules 402 and 403 regarding construction- related fugitive dust control by implementing a dust control program pursuant to the provisions of SCAQMD Rules 402 and 403. The Applicant shall ensure that contractors implement a fugitive dust control program pursuant to the provisions of SCAQMD Rules 402 and 403. This program shall include, but not limited to the following:

- Prior to issuance of any grading permit, the City Engineer and Senior Building Inspector shall confirm that the grading plan and building plans stipulate that, in compliance with SCAQMD Rule 403, fugitive dust shall be controlled by the applicable best available control measures listed in Table 1 of Rule 403.

- Water or a stabilizing agent shall be applied at least three times daily, preferably in the mid- morning, afternoon, and after work is done for the day, to exposed surfaces including graded and disturbed areas in sufficient quantity to prevent generation of dust plumes.

- Track-out shall not extend 25 feet or more from an active operation and track-out shall be removed at the conclusion of each workday. The contractor shall use a gravel apron, 25 feet long by road width, or a pipe-grid track-out control device to reduce mud/dirt track-out from active operations and unpaved truck exit routes.

- A wheel washing system shall be installed and used to remove bulk material from tires and vehicle undercarriages before vehicles exit the project site.

- All trucks hauling dirt, sand, soil, or other loose materials are to be tarped with a fabric cover and maintain a freeboard height of 12 inches.
- Traffic speeds on unpaved roads shall be limited to 15 miles per hour.
- Operations on unpaved surfaces shall be suspended when winds exceed 25 miles per hour.
- On-site stock piles shall be covered or watered at least twice per day.
- The Applicant shall use street sweepers (using reclaimed water if available) that comply with SCAQMD Rules 1186 and 1186.1.

MM AQ-2

The Applicant shall ensure that construction equipment is properly tuned and maintained in accordance with manufacturer's specifications to ensure minimum emissions under normal operations.

MM AQ-3

Electricity from power poles rather than temporary diesel or gasoline-powered generators shall be used, where available.

MM AQ-4

Heavy-duty diesel trucks shall be properly tuned and maintained to manufacturers' specifications to ensure minimum emissions under normal operations.

MM AQ-5

Heavy equipment operations shall be discontinued during first and second stage smog alerts.

MM AQ-6

The use of 2010 model or newer construction equipment shall be required, where feasible.

MM AQ-7

Older (prior to 2010 model year) construction equipment shall be retrofitted with appropriate emission control devices (Tier 2 or better) prior to onsite use.

MM AQ-8

Prior to commencement of operations, the Applicant shall develop a plan

demonstrating that the off-road equipment (more than 50 horsepower) to be used in the construction project (i.e., owned, leased, and subcontractor vehicles) would achieve a project wide fleet-average 20 percent NOx reduction and 85 percent PM reduction compared to the most recent CARB fleet average (i.e., Tier 2 equipment or better). Acceptable options for reducing emissions include the use of late model engines, low emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, add-on devices such as particulate filters, and/or other options as such are available.

MM AQ-9

All construction vehicles, both on- and off-site, and construction equipment idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations). The construction contractor shall post visible signage within construction equipment operator components notifying equipment operators of the prohibiting against idling in excess of five minutes. The construction contractor shall provide awareness training to equipment operators regarding idling limits.

MM AQ-10

Contractors shall use varying-pressure-low-volume paint applicators or other application techniques with equivalent or higher transfer efficiency.

MM AQ-11

Use super compliant VOC (and ROG) coatings for all architectural applications. (Rule 1113 of the SCAQMD established a schedule of VOC limits for architectural coatings. However, many manufacturers have reformulated their coatings to levels well below these limits. These are referred to as "Super-Compliant" and contain less than 10 grams of VOC per liter.)

With implementation of the above measures, construction emissions of ROG and NOx would be reduced to below the relevant SCAQMD thresholds of significance, and no further construction-related emissions impact would remain. With the incorporation of mitigation, construction air quality emissions impacts would be less than significant. (2017 Addendum No. 1, p. 20 [Table 2.3].)

2. Odors

Threshold: Would the project result in other emissions, such as those leading to odors, adversely affecting a substantial number of people?

Finding: Less than significant impact with mitigation. (2014 RDEIR, pp. 3.3-58 through -66; see also 2016 FEIR, pp. C&R-62 [Response 5-2], -115 [Response 11-24 and 11-25], C&R-211 [Response 13-30]), -270 [Response 19-5], -341 [Response 25-18].)

Explanation: The proposed MRF/TS is not expected to generate significant odors because all transfer activities potentially generating odors would take place within an enclosed building designed to minimize odors. Design features in the MRF/TS building include exhaust fans to provide multiple air exchanges every hour (as needed). The air leaving the building at the roof exhaust fans will be treated by a non-toxic odor neutralizing misting system to mitigate any odors. Negative pressure will be maintained at the building entrances to minimize the amount of untreated air leaving the building. A non-toxic odor neutralizer will be mixed with dust control water in the ceiling mounted misting systems for extra odor mitigation, as needed.

With implementation of the odor control measures as conditions of project approval, it is determined that odor would not impact the water associated with the water tanks on the southeast corner of the site, or with the two nearby Clinton O. Nixon storage facilities located at 14521 Ramona Boulevard in Baldwin Park, which have ventilation that allows an exchange of air intake inside the reservoir as the water surface rises and falls.

The SCAQMD resolves complaints through investigation and issuance of a notice to comply when necessary. Continued application of these existing regulations would avoid any impacts associated with objectionable odors and assure that any objectionable odors would not affect a significant amount of people.

Further, as identified in the Roadway Litter Prevention On-Site Management Plan, all incoming and outgoing hauling vehicles are required to be either fully covered and/or tarped or be a fully enclosed vehicle/trailer. Odors from trucks travelling to and from Athens' other MRF sites have not been a source of historical complaints. (Loughnane, 2014). Additionally, the City has not received odor complaints in the past from residents related to collection trucks using City streets.

The Project would also be required to comply with SCAQMD Rule 410, which establishes odor management practices and requirements to reduce odors from municipal solid waste transfer stations and material recovery facilities. As the project would have a throughput greater than 1,000 tons per day, the project would be required to implement a Level 2 odor control strategy for the tipping floor, transfer tunnel, and material recovery facility. In addition to compliance with SCAQMD rules and regulations, the Proposed Project would implement On-Site Management Plans to control odors and emissions. These plans would be enforceable through the Project's conditions of approval and would meet or exceed the minimum standards established by CalRecycle, the County of Los Angeles, the SCAQMD, and other responsible agencies. The Project also would be required to implement a litter prevention and control plan, regular street sweeping, and regular cleaning of all sorting machinery, conveyors, work platforms, and equipment pits.

Finally, **Mitigation Measures AQ-19** through **AQ-21** have also been identified to further reduce odor-related impacts:

MM AQ-19

Applicant shall minimize odors during operation of the MRF/TS by properly maintaining design features and equipment designed to reduce and eliminate

odors and pursuant to provisions of SCAQMD Rule 410.

MM AQ-20

On-Site Management Plan No. 3; Athens Services Odor Control Program shall include a requirement that any and all odor complaints shall be referred directly to the City of Irwindale Community Development Department Code Enforcement Division. Odor complaints shall be substantiated by the City as follows:

a) Inspection and confirmation by Code Enforcement Division Staff; and/or

b) Inspection and confirmation by the SCAQMD; and/or

c) A qualified consultant, as determined and selected by the City, will be retained to collect samples to quantify odor intensity using a Nasal Ranger or other comparable instrument. Such consultant shall be retained by the City at the sole expense of the Applicant. Facility representatives shall conduct an odor survey as soon as practical, but not to exceed 2 hours after receiving an odor complaint or notification from the SCAQMD or the LEA. Upon substantiation of an odor complaint, Applicant shall meet with the City within 48 hours to determine actions to remedy the odor complaint. A detailed action plan shall be prepared within 72 hours of the meeting identifying the steps to be taken to remedy the issue. All remedies shall be at the sole expense of the Applicant, and shall be implemented / installed as soon as feasible.

MM AQ-21

As a means to address public concerns and complaints regarding odors, the Project Applicant shall publicly post the SCAQMD odor complaint phone number [1-800-CUT-SMOG (1-800-288-7664)] and website address (http://www.aqmd.gov/complain/reporting_aq_problems.html) on signs that are visible from the street at all entrances to the MRF/TS facility.

With incorporation of these measures, as well as the Project's conditions of approval, and adherence to all mandatory regulatory rules and controls, impacts associated with odors would be less than significant. (2014 RDEIR, pp. 3.3-58 through -66; see also 2016 FEIR, pp. C&R-62 [Response 5-2], C&R-115 [Response 11-24 and 11-25], C&R-211 [Response 13-30]), C&R-270 [Response 19-5], C&R-341 [Response 25-18].)

B. BIOLOGICAL RESOURCES

1. Local Policies or Ordinances

Threshold: Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Finding: Less than significant impact with mitigation incorporated. (2014 RDEIR, pp. 3.4-16 and -17; see also 2016 FEIR, pp. C&R-70 [Response 7-3], C&R-122 [Response 11-37], C&R-289 [Response 22-3].)

Explanation: There are no local policies or ordinances protecting biological resources that are applicable to the Proposed Project site or biological resources thereupon. However, since some resident and/or migratory avian species have a potential to nest in the grassland and non-native trees on-site, project construction could result in "take" of these species under the Federal Migratory Bird Treaty Act (MBTA) and California Fish and Game Codes §3503 and §3513, grading and construction activities undertaken for the Proposed Project has the potential to conflict with State and/or federal policies protecting a biological resource.

To reduce this potential impact, **Mitigation Measure MM BIO-1** has been identified:

> **MM BIO-1**
>
> The Applicant shall comply with the regulatory requirements of the federal Migratory Bird Treaty Act and California Fish and Game Codes §3503, §3503.5, and §3513 regarding Proposed Project grading and construction activities.
>
> *Pre-construction Surveys for Nesting Birds*
>
> The Applicant shall implement the following protective measures to ensure implementation of the Migratory Bird Treaty Act and compliance with State regulations during construction. To the extent feasible, the Applicant and/or the construction contractor(s) shall trim/remove all vegetation/tree limbs necessary for Proposed Project construction between September 1 and January 31. Should construction activities or vegetation removal commence between February 1 to August 31, pre-construction surveys for nesting birds shall be conducted for any affected tree(s) located within the public right of way by a qualified biologist to ensure that no active nests would be disturbed during project implementation. A preconstruction survey shall be conducted no more than 14 days prior to the initiation of demolition/construction activities. During this survey, the qualified person shall inspect the street trees located within the public right of way and areas immediately adjacent to the project site for nests. If an active nest is found close enough to the construction area to be disturbed by these activities, the qualified biologist, in consultation with the California Department of Fish and Wildlife, shall determine the extent of a construction-free buffer zone to be established around the nest until the young have fledged.

With incorporation of the above measure, impacts would be reduced to less than significant. Adherence to mitigation measure MM BIO-1 whereby, all grading and construction activities undertaken for the Proposed Project shall comply with the regulatory requirements of the federal MBTA and California Fish and Game Codes §3503, §3503.5, and §3513. (2014 RDEIR, pp. 3.4-16 and -17; see also 2016 FEIR, pp. C&R-70 [Response 7-3], C&R-122 [Response 11-37], C&R-289 [Response 22-3].)

C. CULTURAL RESOURCES

1. Historical Resources

Threshold: Would the project cause a substantial adverse change in the significance of a historical resource pursuant to State CEQA Guidelines, § 15064.5?

Finding: Less than significant impact with mitigation incorporated. (2014 RDEIR, pp. 3.5-13 and -14.)

Explanation: The site is not listed by the State Historical Resources Commission, nor is the site a resource included in a local register of historical resources. Furthermore, the Lead Agency has not determined the site or any structure on site to be historically significant. Further, no archaeological or historic resources were identified during the Phase I Cultural Resources Study (ASM, 2009) and therefore the project would not cause a substantial adverse change in the significance of a historical or archeological resource. In addition, Bonterra Consulting surveyed the same project area (Brown and Maxon 2009), which also reported that there were no cultural resources present on-site. No prehistoric sites or historic resources were identified during the records search (ASM, 2009).

Although it is not reasonably expected that historical or archaeological resources will be found on site, to ensure the proper handling of the identification, protection, and proper disposition of any found archaeological or historical resources, should they be discovered during grading and in response to SB18 consultation, **Mitigation Measure CR-1** is required. MM CR-1 requires the Applicant and City to consult with the Gabrieleño Band of Mission Indian Tribe, prior to on-site earthwork activities, to invite a Native American Monitor at the project site for the excavation and ground disturbance activities (as requested by the Tribe during SB18 consultation).

Additionally, to ensure that any unknown (remaining) historical or archaeological resources are not impacted by construction activities, **Mitigation Measure CR-2** requires that in the event that any previously undetected historic (or archaeological) resources are encountered during project construction, all work should cease and a qualified archaeologist should be contacted to evaluate the nature and significance of any such discoveries. If a discovery proves to be significant, additional work (such as data recovery excavation) may be warranted.

MM CR-1

The Applicant and City shall consult with the Gabrieleño Band of Mission Indian Tribe prior to on-site earthwork activities, and to invite a Native American Monitor at the project site for the excavation and ground disturbance activities.

MM CR-2

In the event any previously undetected archaeological resources are encountered during project construction, all excavation and ground disturbance activities shall cease and a qualified archaeologist will be contacted within 24 hours to evaluate

the nature and significance of any such discoveries. If a discovery proves to be significant, additional work (such as data recovery excavation) may be warranted. Work may be resumed with approval of the attending archeologist and City Staff. Further, should unforeseen artifacts become uncovered during site grading, the Applicant would be required to adhere to all City and State of California procedures, including Section 21083.2(i) of the CEQA Statutes and Section 15064.5 of the CEQA Guidelines regarding stoppage of work, handling of discovered materials, and notification of proper authorities to ensure that the construction/operation of the MRF/TS project would not have an adverse effect on cultural resources.

With implementation of **Mitigation Measure CR-1** and **CR-2**, there would be less than significant impacts to historical or archeological resources.

2. Archaeological Resources

Threshold: Would the Project cause a substantial adverse change in the significance of an archaeological resource pursuant to State CEQA Guidelines § 15064.5?

Finding: Less than significant impact with mitigation incorporated. (2014 RDEIR, pp. 3.5-13 and -14.)

Explanation: The site is not listed by the State Historical Resources Commission, nor is the site a resource included in a local register of historical resources. Furthermore, the Lead Agency has not determined the site or any structure on site to be historically significant. Further, no archaeological or historic resources were identified during the Phase I Cultural Resources Study (ASM, 2009) and therefore the project would not cause a substantial adverse change in the significance of a historical or archeological resource. In addition, Bonterra Consulting surveyed the same project area (Brown and Maxon 2009), which also reported that there were no cultural resources present on-site. No prehistoric sites or historic resources were identified during the records search (ASM, 2009).

Although it is not reasonably expected that historical or archaeological resources will be found on site, to ensure the proper handling of the identification, protection, and proper disposition of any found archaeological or historical resources, should they be discovered and in response to SB18 consultation, **Mitigation Measure CR-1** is required. MM CR-1 requires the Applicant and City to consult with the Gabrieleño Band of Mission Indian Tribe prior to on-site earthwork activities, and to invite a Native American Monitor at the project site for the excavation and ground disturbance activities (as requested by the Tribe during SB18 consultation).

Additionally, to ensure that any unknown (remaining) historical or archaeological resources are not impacted by construction activities, **Mitigation Measure CR-2** requires that in the event that any previously undetected historic (or archaeological) resources are encountered during project construction, all work should cease and a qualified archaeologist should be contacted to evaluate the nature and significance of any such discoveries. If a discovery proves to be significant, additional work (such as data recovery excavation) may be warranted.

With implementation of **Mitigation Measures CR-1** and **CR-2** (identified above), there would be less than significant impacts to historical or archeological resources.

3. Human Remains

Threshold: Would the project disturb any human remains, including those interred outside of dedicated cemeteries?

Finding: Less than significant impact with mitigation incorporated. (2014 RDEIR, p. 3.5-15.)

Explanation: No human remains have been previously found within the project area, nor are any expected to exist within the project area. However, there is always potential to uncover unknown human remains during excavation activities. Should human remains be discovered during project grading and excavation activities, **Mitigation Measure CR-4** would apply, whereas, the City of Irwindale Planning Department and the Los Angeles County Coroner's office shall be notified within 24 hours under State law (California Health and Safety Code § 7050.5) and all activities in the immediate area of the find shall cease until appropriate and lawful measures have been taken. If the Coroner determines that the remains are Native American, the NAHC shall also be contacted (California Public Resources Code § 5097.98). In accordance with Section 5097.98 of the California Public Resources Code, the NAHC shall designate a Most Likely Descendent, who may make recommendations concerning the disposition of the remains in consultation with the City and the project archaeologist.

MM CR-4

If human remains are discovered during project activities, the City of Irwindale Planning Department and the Los Angeles County Coroner's office shall be notified within 24 hours under State law (California Health and Safety Code § 7050.5) and all activities in the immediate area of the find shall cease until appropriate and lawful measures have been taken. If the Coroner determines that the remains are Native American, the NAHC shall also be contacted (California Public Resources Code § 5097.98). In accordance with Section 5097.98 of the California Public Resources Code, the NAHC shall designate a Most Likely Descendent, who may make recommendations concerning the disposition of the remains in consultation with the City and the project archaeologist.

With the incorporation of MM CR-4, potential impacts relating to unanticipated human remains would be less than significant. (2014 RDEIR, p. 3.5-15.)

D. GEOLOGY AND SOILS

1. Fault Rupture

Threshold: Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault,

as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?

Finding: Less than significant with mitigation incorporated. (2014 RDEIR, p. 3.7-14.)

Explanation: The site is not located within a known earthquake fault; and therefore, implementation of the Proposed Project is not expected to expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving seismic hazards. The site is not within an Alquist-Priolo Earthquake Fault Zone for surface fault rupture hazards, as there are no Alquist-Priolo Special Study Zones within the City of Irwindale (General Plan, page 130). Further, **Project Design Feature GEO-1** requires the Applicant to prepare a site-specific Geotechnical Report, and the Project is required to be designed and constructed in accordance with the CBC, and City of Irwindale Building Standards and Codes. Therefore, the potential for surface rupture due to fault plane displacement propagating to the surface at the site is considered low, and no significant surface rupture impact would occur. (2014 RDEIR, p. 3.7-14.)

PDF GEO-1

The Applicant shall have a California Registered Geotechnical Engineer prepare a site-specific Geotechnical Report to the satisfaction of the City Engineer prior to issuance of the grading permit. This report will be undertaken in accordance with the CGS Guidelines for Evaluating and Mitigating Seismic Hazards in California. This report will provide design specification to assure the Proposed Project is developed within accepted federal, State, and local laws, regulations, and guidelines.

2. Seismic Ground Shaking

Threshold: Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking?

Finding: Less than significant with mitigation incorporated. (2014 RDEIR, p. 3.7-15.)

Explanation: No active or potentially active faults pass directly through the Proposed Project site. The closest active fault to the Proposed Project site is the Sierra Madre Fault located approximately 3.7-miles north of the site. Further, **Project Design Feature GEO-1** (identified above) requires the Applicant to prepare a site-specific Geotechnical Report, and the Project is required to be designed and constructed in accordance with the California Building Code (CBC), and City of Irwindale Building Standards and Codes. As with most development in southern California, the site could be subject to strong ground motion in the event of an earthquake. This potential hazard is common in southern California; however, the adverse effects of ground shaking would be reduced because the Proposed Project would be constructed in conformance with current building codes and engineering practices. (2014 RDEIR, p. 3.7-15.)

3. Liquefaction

Threshold: Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death, involving seismic-related ground failure, including liquefaction?

Finding: Less than significant with mitigation incorporated. (2014 RDEIR, p. 3.7-15.)

Explanation: Liquefaction is associated with seismic activity. Soils at the site are not susceptible to liquefaction based on California Geologic Survey (CGS) mapping and Guidelines for Evaluating and Mitigating Seismic Hazards in California (1997b). Furthermore, groundwater occurs at an estimated depth of over 50-feet bgs under the Proposed Project site. Although groundwater levels in this area is subject to seasonal and year-to-year fluctuations, a significant increase in groundwater levels at the Proposed Project site is considered a very low probability. Therefore, given the depth to groundwater and the nature of soils at the site, liquefaction is not anticipated to be a potential problem. Further, **Project Design Feature GEO-1** (identified above) requires the Applicant to prepare a site-specific Geotechnical Report, and the Project is required to be designed and constructed in accordance with the CBC, and City of Irwindale Building Standards and Codes. For these reasons, impacts associated with potential liquefaction would be less than significant.

4. Landslides

Threshold: Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death, involving landslides?

Finding: Less than significant with mitigation incorporated. (2014 RDEIR, p. 3.7-15.)

Explanation: Based on the fact that the Proposed Project site is on relatively flat topography and away from steep terrain, the chance of a landslide affecting the property is very low to nonexistent. Further, **Project Design Feature GEO-1** requires the Applicant to prepare a site-specific Geotechnical Report, and the Project is required to be designed and constructed in accordance with the CBC, and City of Irwindale Building Standards and Codes. Impacts would be less than significant. (2014 RDEIR, p. 3.7-15.)

5. Loss of Topsoil

Threshold: Would the project result in substantial soil erosion or the loss of topsoil?

Finding: Less than significant impact with mitigation incorporated. (2014 RDEIR, pp. 3.7-15 and -16.)

Explanation: The Proposed Project site will require grading, as well as excavation and filling, and erosion of stockpiled soil or of exposed soil surfaces could occur as a result. Specifically, during construction, excavation, grading, stockpiling, and other earth moving activities could expose site soils to wind- or water-generated erosion. Best Management

Practices (BMPs) would be outlined in the project-specific Storm Water Pollution Prevention Plans (SWPPP) for construction to minimize soil erosion (**Project Design Feature WQ-1** regarding the required National Pollutant Discharge Elimination System Permit (NPDES) requirements). BMPs, to be identified in the SWPPP, will be employed and will include conditions, such as timing for practices during periods of precipitation; when earth moving activities are being conducted; and/or when soil has been exposed by earthmoving activities in order to eliminate or reduce erosion to the extent possible.

Implementation of soil erosion related BMPs during the above periods will ensure that the Proposed Project will not result in substantial soil erosion. Based upon the above, including implementation of **Project Design Feature WQ-1**, it is not reasonably foreseeable that the Project will result in substantial soil erosion or the loss of topsoil. Therefore, erosion related impacts would be less than significant with adherence to the mitigation program. (2014 RDEIR, pp. 3.7-15 and -16.)

PDF WQ-1

The Applicant shall comply with the project-specific National Pollutant Discharge Elimination System (NPDES) Permit requirements (such as the Storm Water Pollution Prevention Plans (SWPPPs) and Best Management Practices (BMPs) including: limiting construction access routes and stabilizing access points; staking/marking construction limits; protection of cut and fill surfaces from sheet, rill and gully erosion; stabilizing temporarily denuded areas with seeding, mulching, jute netting, hay bales and silt fences or other methods; designating specific areas for the stockpiling, handling, preparation and disposal of construction materials; quickly establishing groundcover and landscaping of areas designated to remain pervious; and/or waste material and litter control to prevent existing drainages).

6. Unstable Soils

Threshold: Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

Finding: Less than significant with mitigation incorporated. (2014 RDEIR, pp. 3.7-16 and -17.)

Explanation: Based on the analysis contained within the Phase I and Phase II assessments, there is no evidence that the Project will be located on a geologic unit or soil that is unstable. In addition, a Geotechnical Study (**Project Design Feature GEO-1**, identified above) shall be performed to specify design requirements to minimize the potential effects from strong seismic ground shaking. Secondary seismic hazards related to ground shaking include: soil liquefaction, ground subsidence, slope instability, tsunamis, and seiche. These actions are not expected to occur with implementation of the Proposed Project; and therefore, the project will not be subject to or result in on- or off-site landslides, lateral spreading, subsidence, liquefaction, or collapse.

The Proposed Project is located on relatively flat topography and away from steep terrain. Based on the relatively flat topography, the site's granular soils, and the planned slab-on-grade construction, the probability of landslides or slope instability at or to the Proposed Project site is very low. No portions of the Proposed Project site are identified on the Ontario Quadrangle official Seismic Hazard Zones Map within a zone of earthquake-induced landslide potential (CGS, 2000). Therefore, the Project site is not in an area identified as prone to earthquake-induced landslides. Impacts would be less than significant. (2014 RDEIR, pp. 3.7-16 and -17.)

7. Paleontological Resources

Threshold: Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Finding: Less than significant impact with mitigation incorporated. (2014 RDEIR, p. 3.5-14.)

Explanation: No unique paleontological resources or sites or unique geological features were discovered during the Phase I Cultural Resources Study. Large flat pieces of granite and numerous round and/or flat granite cobbles were examined, but none had been culturally modified. Two modern electrical towers were observed across the southern edge of the property area. There are also a few pieces of broken red brick, small pieces of thick asphalt, concrete fragments, and a few pieces of rusted metal within the survey area that are residuals of the concrete pipe manufacturing plant that previously existing on the property. Numerous waterworn cobbles and small boulders are scattered throughout the project area. The soils consist of very fine to coarse sands, with pea gravel present in places where the aeolian sand has been removed.

Although there is currently no evidence of its existence, impacts to unknown paleontological or geological resources could be significant prior to standard mitigation. To ensure that any unknown (remaining) paleontological resources are not impacted by construction activities, **Mitigation Measure CR-3** states that in the event that any paleontological or geological resources are encountered during project implementation, all earthwork should cease and a qualified paleontologist should be contacted to evaluate the nature and significance of any such discoveries.

MM CR-3

> In the event that any unknown (remaining) paleontological or geological resources are encountered during project implementation, the Applicant shall cease earthwork immediately and contact a qualified paleontologist or geologist within 24-hours to evaluate the nature and significance of any such discoveries. Work may be resumed with approval of the attending archeologist and City Staff.

With implementation of **Mitigation Measure CR-3** there would be less than significant impacts to paleontological resources and geological resources.

E. HAZARDS AND HAZARDOUS MATERIALS

1. Routine Transport, Use, and Disposal

Threshold: Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Finding: Less than significant impact with mitigation incorporated. (2014 RDEIR, pp. 3.8-20 through -28; see also 2016 FEIR, pp. C&R-81 [Response 9-4], C&R-124 [Response 11-39], and C&R-253 [Response 17-8].)

Explanation: The use of hazardous materials for construction of the MRF/TS facility could pose a potential hazardous material-related impact on the Proposed Project site and local transportation routes if a spill or accident occurred. These potential impacts are common to the construction of a wide variety of buildings, and would be associated with transportation, storage, use, and disposal of various hazardous substances during construction. However, hazardous materials would be stored in proper containers in material storage yard(s). Cleanup materials would also be stored at these location(s) in order to address potential spills. Hazardous waste (e.g., used oil, used oil filters, spent batteries, and other items) would be collected regularly and disposed of in accordance with all applicable federal, State, and local laws, ordinances, regulations, and standards.

The Proposed Project does not propose to receive, process, or transfer hazardous wastes at the MRF/TS, pursuant to California Code of Regulations Sections 14 17407.5 and 17408.2. The MRF/TS would be subject to compliance with the County's Health Hazardous Materials Division (HHMD) requirements pertaining to handling and storage of hazardous wastes. The HHMD would also regularly inspect the facilities, provide emergency response and enforcement services, and conduct mitigation oversight, if necessary, during MRF/TS operations. With the implementation of existing federal, State, and local regulations pertaining to hazardous materials handling and storage, impacts from reasonably foreseeable upset and accident conditions during the Project operations would be less than significant.

In addition, the MRF/TS is subject to compliance with the California Accidental Release Prevention (CalARP) Program as implemented by the Department of Toxic Substances Control (DTSC) Certified Unified Program Agencies (CUPAs). The CalARP Program requires that any business, where the maximum quantity of a regulated substance exceeds the specified threshold quantity, register with the responsible CUPA as a manager of regulated substances and prepare a Risk Management Plan. The Business Plan must identify the type of business, location, emergency contacts, emergency procedures, mitigation plans, and chemical inventory at each location.

Further, **Project Design Features HAZ-1** and **HAZ-2** have been identified to increase site safety:

PDF HAZ-1

The Applicant shall form a Safety Committee and include a minimum of one (1) City Staff personnel as a participating member. The Safety Committee shall function with two roles. One function will be to annually review the On-Site Management Plans. The second function will include monthly review of the MRF/TS Daily Operational Report for waste stream capacity review.

On-Site Management Plans
The purpose of the annual review shall be to confirm or update the standard of practice for the management plans. The review will include utilizing information obtained from operational records, vendors, and suggestions from insurance companies.

MRF/TS Operational Report
The purpose of the monthly review shall be to ensure compliance with the 6,000 tons per day (maximum).

PDF HAZ-2

On-Site Management Plans
The Applicant shall prepare and have approved by the City On-Site Management Plans. Any and all future amendments to these management plans must be approved by the City. These plans include:

1) Litter Prevention and Control Plan;
2) Pest Control Plan;
3) Odor Control Plan;
4) Noise Control Plan;
5) Hazardous Materials Exclusion and Management Plan;
6) Fire Prevention, Control and Mitigation Plan;
7) Emergency Action Plan; and
8) Emergency Response Training Plan

PDF HAZ-1 and HAZ are designed to for site safety. PDF HAZ-1 requires the Applicant to form a Safety Committee. The Safety Committee will have two functions: 1) Annual review the On-Site Management Plans; and 2) Monthly review of the MRF/TS Daily Operational Report for waste stream capacity. The purpose of the annual review is to confirm or update the standard of practice for the On-Site Management Plans. The purpose for reviewing the daily operational log is to ensure the MRF/TS is complying with the permitted capacity for daily waste streams. Any modification for adaptive management to the management planswill require City approval within the appropriate department. PDF HAZ-2 requires that the Applicant prepares and has approved On-Site Management Plans. The purpose of the On-Site Management Plans is to ensure the facility functions as a start-of-art facility whereby it meets or exceed the minimum standards established by CalRecycle, the County of Los Angeles, the South Coast Air Quality Management District, and/or other responsible agency.

With adherence to PDFs HAZ-1 and HAZ-2, and all federal, State and local regulations pertaining to hazardous materials, it is not reasonably foreseeable that the Proposed Project would create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials. (2014 RDEIR, pp. 3.8-20 through -28; see also 2016 FEIR, pp. C&R-81 [Response 9-4], C&R-124 [Response 11-39], and C&R-253 [Response 17-8].)

2. Accident or Upset

Threshold: Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Finding: Less than significant impact with mitigation incorporated. (2014 RDEIR, pp. 3.8-20 through -28; see also 2016 FEIR, pp. C&R-81 [Response 9-4], C&R-124 [Response 11-39], and C&R-253 [Response 17-8].)

Explanation: The use of hazardous materials for construction of the MRF/TS facility could pose a potential hazardous material-related impact on the Proposed Project site and local transportation routes if a spill or accident occurred. These potential impacts are common to the construction of a wide variety of buildings, and would be associated with transportation, storage, use, and disposal of various hazardous substances during construction. However, hazardous materials would be stored in proper containers in material storage yard(s). Cleanup materials would also be stored at these location(s) in order to address potential spills. Hazardous waste (e.g., used oil, used oil filters, spent batteries, and other items) would be collected regularly and disposed of in accordance with all applicable federal, State, and local laws, ordinances, regulations, and standards.

The Proposed Project does not propose to receive, process, or transfer hazardous wastes at the MRF/TS, pursuant to California Code of Regulations Sections 14 17407.5 and 17408.2. The MRF/TS would be subject to compliance with the County's Health Hazardous Materials Division (HHMD) requirements pertaining to handling and storage of hazardous wastes. The HHMD would also regularly inspect the facilities, provide emergency response and enforcement services, and conduct mitigation oversight, if necessary, during MRF/TS operations. With the implementation of existing federal, State, and local regulations pertaining to hazardous materials handling and storage, impacts from reasonably foreseeable upset and accident conditions during the Project operations would be less than significant.

In addition, the MRF/TS is subject to compliance with the CalARP as implemented by the CUPAs; which requires that any business, where the maximum quantity of a regulated substance exceeds the specified threshold quantity, register with the responsible CUPA as a manager of regulated substances and prepare a Risk Management Plan. The Business Plan must identify the type of business, location, emergency contacts, emergency procedures, mitigation plans, and chemical inventory at each location.

Further, **Project Design Features HAZ-1** and **HAZ-2** (identified above) are designed to ensure site safety. PDF HAZ-1 requires the Applicant to form a Safety Committee. The Safety Committee will have two functions: 1) Annual review the On-Site Management Plans; and 2) Monthly review of the MRF/TS Daily Operational Report for waste stream capacity. The purpose of the annual review is to confirm or update the standard of practice for the On-Site Management Plans. The purpose for reviewing the daily operational log is to ensure the MRF/TS is complying with the permitted capacity for daily waste streams. Any modification for adaptive management to the management plans will require City approval within the appropriate department. PDF HAZ-2 requires that the Applicant prepares and has approved On-Site Management Plans. The purpose of the On-Site Management Plans is to ensure the facility functions as a start-of-the-art facility whereby it meets or exceed the minimum standards established by CalRecycle, the County of Los Angeles, the South Coast Air Quality Management District, and/or other responsible agency.

With adherence to PDFs HAZ-1 and HAZ-2, and all federal, State and local regulations pertaining to hazardous materials, it is not reasonably foreseeable that the Proposed Project would create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials. (RDEIR, pp. 3.8-20 through -28; see also 2016 FEIR, pp. C&R-81 [Response 9-4], C&R-124 [Response 11-39], and C&R-253 [Response 17-8].)

3. Hazards Near Schools

Threshold: Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Finding: Less than significant impact with mitigation incorporated. (2014 RDEIR, pp. 3.8-28 and -29.)

Explanation: The nearest public school to the Proposed Project site is the Margaret Heath Elementary School located at 14321 School Street, in the City of Baldwin Park. This school is located approximately 1,370-feet (0.26-miles) south of the eastern tip of the Proposed Project property line. It is possible that small quantities of hazardous materials could be transported to the facility within waste streams and may be used operationally for the equipment and vehicles used on-site. The only large volume of hazardous materials stored at the facility would be the Underground Storage Tanks (USTs) at the convenience store/fueling station. These USTs will be constructed in accordance with federal, State, and local laws, ordinances, and regulations and will not foreseeably result in spillages or emissions that would leave the Project site. Further, **Project Design Features HAZ-1** and **HAZ-2** (identified above), require adherence to the On-Site Management Plan for hazardous materials, Operations Reports, and approval by the City of any future amendment to these plans. Thus, with incorporation of HAZ-1 and HAZ-2, it is not reasonably foreseeable that the Project will emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.

F. TRIBAL CULTURAL RESOURCES

1. Tribal Cultural Resources

Threshold: Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe?

Finding: Less than significant with mitigation incorporated. (2014 RDEIR, pp. 3.5-13 and -14.)

Explanation: The site is not listed by the State Historical Resources Commission, nor is the site a resource included in a local register of historical resources. Furthermore, the Lead Agency has not determined the site or any structure on site to be historically significant. Further, no archaeological or historic resources were identified during the Phase I Cultural Resources Study (ASM, 2009), and therefore the project would not cause a substantial adverse change in the significance of a historical or archeological resource. In addition, Bonterra Consulting surveyed the same project area (Brown and Maxon 2009), which also reported that there were no cultural resources present on-site. No prehistoric sites or historic resources were identified during the records search (ASM, 2009).

Although it is not reasonably expected that historical or archaeological resources will be found on site, to ensure the proper handling of the identification, protection, and proper disposition of any found archaeological or historical resources, should they be discovered during construction and in response to SB18 consultation, **Mitigation Measure CR-1** (identified above) is required. MM CR-1 requires the Applicant and City to consult with the Gabrieleño Band of Mission Indian Tribe, prior to on-site earthwork activities, and to invite a Native American Monitor at the project site for the excavation and ground disturbance activities (as requested by the Tribe during SB18 consultation).

Additionally, to ensure that any unknown (remaining) historical or archaeological resources are not impacted by construction activities, **Mitigation Measure CR-2** (identified above) requires that in the event that any previously undetected historic (or archaeological) resources are encountered during project implementation, all work should cease and a qualified archaeologist should be contacted to evaluate the nature and significance of any such discoveries. If a discovery proves to be significant, additional work (such as data recovery excavation) may be warranted.

With implementation of Mitigation Measures CR-1 and CR-2 (identified above), there would be less than significant impacts to tribal cultural resources. (2014 RDEIR, pp. 3.5-13 and -14.)

SECTION 4: FINDINGS REGARDING ENVIRONMENTAL IMPACTS NOT FULLY MITIGATED TO A LEVEL OF LESS THAN SIGNIFICANT

The City Council hereby finds that, despite the incorporation of Mitigation Measures outlined in the EIR and in this Resolution, the following impacts from the proposed Project and related approvals cannot be fully mitigated to a less than significant level and a Statement of Overriding Considerations is therefore included herein:

A. AIR QUALITY

1. Project Operations

Threshold: Would operation of the project conflict with or obstruct implementation of applicable air quality plan or violate any air quality standards or contribute substantially to an existing or projected air quality violation of the SCAQMD?

Finding: Significant and unavoidable impact. (2014 RDEIR, pp. 3.3-34 through -47.)

Explanation: To determine operation emissions, vehicular emissions were computed using the CARB's emission factor model, EMFAC2011, to estimate on-road emissions. Transfer trucks, roll-off trucks, packer trucks, and end-dump trucks were modeled using the T7 and T6 Solid Waste Collection Vehicle classification, which is a worst-case heavy-heavy duty truck emission factor for solid waste collection vehicles. Self-haul trucks would have substantially smaller payload capacities and were modeled using light-heavy duty truck emission factors. Paved road dust, break wear, and tire wear particulate emissions were also accounted for and included in the analysis. Onsite operation of the Proposed Project would require the use of heavy-duty equipment, such as excavators, loaders, forklifts, lifts, and street sweepers. This equipment would be used to load and unload material and otherwise sort and handle material. Emissions from this equipment were estimated using the same approach as construction emissions. Emission factors from the OFFROAD model, as included in CalEEMod were used. Operation of the Proposed Project would also result in area source emissions from the combustion of natural gas for heating, the use of landscaping equipment, and evaporative emissions from the use of consumer products. These emissions were estimated using CalEEMod and were relatively minor contributors to the overall Project emissions.

Based upon a very conservative assessment methodology, when quantified, the analysis determined that unmitigated emissions for operation of the Project would exceed the thresholds for daily ROG and NOx emissions, but not for CO, PM10, or PM2.5. Emissions of ROG and NOx would be potentially significant in the South Coast Air Basin, primarily due to the trip length for potential outbound transfer truck trips to landfills. As explained in detail in the 2020 RDEIR, the air quality analysis assumes that all waste hauling trips are "new" trips, even though the Project does not generate new sources of waste, and therefore only redistributes existing trips. However, because some air quality impacts are location-dependent (while greenhouse gas emissions impacts are not), the air quality analysis treats trips as "new" while the greenhouse gas emissions analysis contained in the 2020 RDEIR does not. To address these potentially significant emissions, **Mitigation Measures MM AQ-12** through **MM AQ-18** were identified:

MM AQ-12

Applicant shall properly maintain ROG emission control devices within the gasoline dispensing station pursuant to SCAQMD Rule 461.

MM AQ-13

All gasoline dispensing facilities shall meet the requirements of SCAQMD's Rule 461 to limit ROG emissions from gasoline dispensing facilities, including but not limited to using CARB-certified vapor recovery systems and spill boxes and periodic testing of the equipment.

MM AQ-14

Heavy-duty diesel trucks shall be properly tuned and maintained to manufacturers' specifications to ensure minimum emissions under normal operations.

MM AQ-15

The use of 2010 model or newer transfer trucks shall be required whenever older vehicles are replaced or upgraded, per SCAQMD Rule 1193.

MM AQ-16

At project start, all heavy-duty trucks entering the property must meet or exceed 2010 engine emission standards specified in California Code of Regulations Title 13, Article 4.5, Chapter 1, Section 2025.

MM AQ-17

The Project Applicant shall require all on-site off-road heavy-duty equipment (loaders, excavators, skid steer) to meet USEPA Tier 3 emissions standards (or Tier 4 emission standards based on availability at the initiation of the Project). In addition, the on-site off-road construction equipment used in operation of the Project shall be outfitted with the Best Available Control Technology (BACT) devices certified by CARB. Any emissions control device used by the applicant shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. A copy of the certified tier specification for each piece of heavy-duty equipment, BACT documentation, and CARB or SCAQMD operating permit shall be provided to the City prior to operation of the Project.

MM AQ-18

All diesel truck operators shall strictly abide by the applicable State law requirements for idling, as described in the Airborne Toxic Control Measure (CCR, Title 13, Section 2485), which limits vehicles with gross vehicular weight

ratings of more than 10,000 pounds to no more than five minutes of idling of the primary engine or the diesel-fueled auxiliary power system at any location. Trucks engaging in unloading at the Project site and load weighing/financial transactions at the scale house shall be prohibited from idling in excess of five minutes. Visible signage notifying truck operators of idling limits shall be posted near all site entrances. In the event third party collection haulers were required, all diesel truck operators that use the facility would be encouraged, and if reasonably possible by Athens to require contractually, to apply in good faith for funding from an established CARB or SCAQMD funding program to either retrofit or replace engines that are older than 2007 model year.

However, even with the imposition of the above measures, emissions of ROG and NOx are still not reduced to a level below the relevant SCAQMD thresholds. No other feasible mitigation measures are available to further reduce these emissions. Limiting transfer trucks and waste hauling vehicles to only alternative fuel vehicles was determined to be infeasible, due to the high cost of refuse collection vehicles and the inability to control third party collection trucks. As a result, operational impacts associated with ROG and NOx emissions remain significant and unavoidable.

B. NOISE

1. Ambient Noise Levels

Threshold: Would the project cause exposure of persons to or generation of noise levels in excess of standards established in the local General Plan or noise ordinance, or applicable standard of other agencies?

Finding: Significant and unavoidable. (2014 RDEIR, pp. 3.10-20 through -31.)

Explanation:

Short-Term Construction Noise

Construction activity noise levels at and near the Proposed Project area would fluctuate depending on the particular type, number, and duration of use of construction equipment. Construction-related material haul trips would raise ambient noise levels along haul routes, depending on the number of haul trips made and types of vehicles used (refer to 2014 RDEIR Table 3.10-6 *Typical Construction Noise Levels* and Table 3.10-7 *Typical Noise Levels from Construction Equipment*). Pile driving would not be required for the Proposed Project. Noise from construction activities generally attenuates at a rate of 4.5 to 7.5 dBA per doubling of distance. Depending on the construction phase and equipment and duration of the construction activity, ambient noise levels at the property boundary could exceed 75 dBA. Existing hourly background noise levels near the property boundary range from 40 to 58 dBA. Paving activities (89 dBA) would occur right at the property boundary. Assuming an attenuation rate of 6 dBA per doubling of distance, finishing activities would generate noise levels of 83 dBA at the property boundary.

Per the City of Irwindale noise ordinance, if construction activities are within a radius of 500 feet of a residential zone, construction activities exceeding 75 dBA ambient base noise levels between 7 a.m. and 7 p.m. at the property boundary of an industrial zone would be considered a significant impact, unless authorization therefore has been duly obtained beforehand from the building inspector. Per the adjacent City of Baldwin Park, if within a radius of 500 feet of a residential zone, construction activities occurring between the hours of 7:00 p.m. of one day and 7:00 a.m. of the next day would be considered a significant impact.

Based upon the above, it is reasonably foreseeable that construction activities for the Proposed Project could cause exposure of persons to or generation of noise levels in excess of standards established by the City of Irwindale and City of Baldwin Park. Therefore, construction noise would be considered a potentially significant impact. As such, **Mitigation Measures MM N-1** through **N-6** were identified:

MM N-1

Prior to construction, the Construction Contractor shall obtain authorization from Irwindale's building inspector to exceed the ambient base noise level by more than five (5) dBA during construction activities at the property boundary for industrial zoned land use.

MM N-2

The Construction Contractor shall limit all construction activities from 7 a.m. to 7 p.m. Monday through Saturday. No construction activity shall be conducted on Sundays or during legal holidays.

MM N-3

The Construction Contractor shall construct the masonry soundwall around the site perimeter during the initial construction phase to establish the means for noise reduction during subsequent construction and operations. In the event that the soundwall is not constructed prior to construction of the buildings, a temporary sound barrier or curtain shall be used as a temporary measure to reduce noise impacts (by at least 5 decibels) until the soundwall can be constructed.

MM N-4

The Construction Contractor shall operate and maintain a City-approved haul truck traffic route restricted to major traffic arteries, and prohibited from using Baldwin Park Boulevard south of Live Oak Avenue.

MM N-5

The Construction Contractor shall provide construction equipment equipped, operated, and maintained with manufacturer recommended mufflers or the equivalent. The construction contractor shall locate staging and delivery areas as far as feasible from sensitive land uses or adjacent occupied buildings and

schedule deliveries during daytime hours when residential areas south of the project site are less susceptible to annoyance from outside noise.

MM N-6

The Construction Contractor shall post rules visible to drivers that require turning-off construction equipment when not in operation (for more than 5 minutes). The construction contractor shall shield stationary equipment operating under full power for more than 60 minutes that would otherwise not be shielded by the perimeter soundwall.

MM N-1 requires the Applicant to obtain authorization from the City of Irwindale to exceed the 75 dBA between 7a.m. and 7p.m. MM N-2 would prohibit construction activities occurring after 7 p.m. and before 7 a.m. to comply with the City of Baldwin Park standards. In addition to MM N-1 and MM N-2, MM N-3, MM N-4, MM N-5 and MM N-6 would further reduce noise levels during construction from the construction noise sources. With implementation of MM N-1 through MM N-6, it is not expected that construction of the Project would cause exposure of persons to or generation of noise levels in excess of standards established in the local General Plan or noise ordinance, or applicable standard of other agencies. Noise impacts related to construction and adopted standards would be less than significant with mitigation.

Operational Noise

The fueling facility/convenience store would be a separate structure located in the northeastern portion of the project site adjacent to Arrow Highway and includes a fueling island with pump canopy, convenience store, and parking for customers. Fueling facility/convenience stores are not usual sources for excessive noise and because this fueling facility location would not be close to residential receptors, no significant noise impacts are expected from operations.

The project Applicant currently operates a MRF/TS, similar to the Proposed Project, open 24 hours a day, seven days a week in the City of Industry. Noise measurements at this existing facility indicate noise levels ranged from 61-67 Leq dBA approximately 110-375 feet from the existing 1,920 tons per day Industry MRF/TS.

The Project's On-site Management Plans, which are subject to review, approval, and enforcement by the City, include a noise control program that includes the following measures:

- All tipping, transfer, and sorting operation occur inside an enclosed building, with doors on all vehicle entrances and exits which are kept closed unless actually in use. A masonry wall will be erected around the perimeter of the site with the exception of location(s) on utility easements which require installation of a removable sound wall. The final design of the wall height and earthern berm will be subject to the approval of City standards.

- Operations and maintenance may occur 24/7. Facility doors will be kept closed when not in use, particularly at night, to prevent escape of noise. Outdoor operations, maintenance, and construction activities shall be scheduled to ensure

that any particularly noisy activities occur during normal weekday business hours.

- All Athens Services vehicles accessing the site will be maintained with mufflers in good working order and backup alarms will be kept set at the lowest volume allowed by applicable regulations. Use of vehicle horns will be discouraged on site except as necessary to alert workers of an emergency situation. Use of loud speakers will be prohibited. As a safety measure, trucks will utilize back up alarms when in reverse.

Based on the highest total expected noise levels for the City of Industry MRF/TS facility, the Proposed Project in Irwindale could generate noise levels up to 73 dBA during 30 minutes (L50 levels) in any hour during the day and 73 dBA for the same duration during the night (at a location 50 feet from the entrance of the tipping floor).

The City of Irwindale's adopted standards for Industrial uses is 60 dBA between 10 p.m. and 7 a.m. and 70 dBA between 7 a.m. and 10 p.m. (IMC § 9.28.030.) The code provides that no industrial uses may exceed these ambient standards by 5 dBA at the property boundary line without the authorization of the City. Under the adjacent City of Baldwin Park's adopted standards, industrial uses are limited to 70 dBA. Additionally, Baldwin Park has no adopted exterior ambient noise level standard for commercial uses, interior standard for commercial uses is 45 dBA; residential exterior standard is 65 dBA and interior standard is 45 dBA.

Based upon the noise levels modeled for the Project and the noise levels measured in the vicinity of the site the ambient noise levels from the Proposed Project could exceed the ambient or ambient base level for industrial land uses by more than five (5) dBA at the property boundary line during day or night time as stated in Irwindale Municipal Code Section 9.28.120. The noise levels for the western/northwestern border in Table 3.10-9 (2014 RDEIR) would exceed the ambient base levels for industrial land use (60 at night and 70 during the day) by more than 5 dBA between 5 a.m. to 7 a.m.

The levels for properties in Baldwin Park are not expected to exceed Baldwin Park's adopted standards. Exterior noise levels should not exceed the L(12) limit of 65 for BP residential. It should be <60 and masked by noise from Live Oak not attributable to the project. Additionally, traffic related operation noises are not likely to affect Baldwin Park since most of the traffic is restricted from going south through Baldwin Park. Based upon this, operational noises from the Project could be in excess of standards established in the local General Plan or noise ordinance, or applicable standard of other agencies.

To address these potentially significant operational noise impacts, **Mitigation Measure MM N-7** has been identified:

MM N-7

The Applicant shall implement all of the following:

- For the western/southwestern property boundary (for approximately the first 450 feet of the property boundary north of Live Oak Avenue), the Applicant shall construct the 8-foot perimeter masonry soundwall on top of a two-foot

berm so that the effective height of the soundwall would be 10 feet (with the exception that the berm is not required to be constructed on any utility easements).

- The Applicant shall modify nighttime operations (10 p.m. – 7 a.m.) that result in verified noise complaints to eliminate objectionable noise during the nighttime hours. The applicant shall notify the City of any noise complaints received within 24 hours of receiving the complaint and provide a proposed amendment to the On-Site Management Plans to demonstrate a reduction in ambient noise within one (1) week, subject to review and approval of the City upon a finding that the amendment will result in compliance with adopted noise standards of the City of Irwindale and the City of Baldwin Park.

- The Applicant shall obtain authorization by permit from the City to exceed ambient noise levels from facility operations on the western/northwestern boundary and the southern boundary (for 5 a.m. to 7 a.m.) pursuant to IMC Section 9.28.120. If the applicant does not obtain authorization by permit to exceed noise levels, the applicant will be required to modify operations to reduce noise levels between 5 a.m. to 7 a.m. to 65 dBA.

Traffic Noise:

After construction is complete and operations at the Proposed Project begin, the additional vehicles traveling to the site would increase noise levels adjacent to nearby roads. Based on the Federal Interagency Committee on Noise standards for transportation noise, a project would be considered to generate a significant impact if it resulted in a 1.5 dBA permanent increase in ambient noise levels in the project vicinity above existing noise levels greater than 65 dBA Ldn at existing residences. Peak hour (evening) intersection turning data from the traffic study were analyzed to evaluate project increases and resulting traffic-generated noise increases on roadway links most affected by project-related traffic and nearest the project site. Noise levels at other times would be lower.

However, the Project has a significant cumulative impact and the project contribution is cumulatively considerable (equal to a 1.5 dBA increase). On the other Segments, the Proposed Project would have a less than significant cumulative impact (noise increases that in all cases are less than 1.5 dBA). Based on all of the above, it is reasonably foreseeable that the Proposed Project would cause exposure of persons to or generation of noise levels in excess of standards established in the local General Plan or noise ordinance, or applicable standard of other agencies based on traffic related noise on Arrow Highway, west of Rivergrade Road. Therefore, traffic related noise impacts are potentially significant and cumulatively significant.

The only identified potential mitigation for this truck noise impact would be soundwalls. However, it is unlikely soundwalls would reduce the noise levels to adopted City standards unless they were excessively large in proportion to the existing built environment. The scale of the wall would not be consistent with the development along Arrow Highway, west of Rivergrade Road. Additionally, the cost would be substantial based on the size of the wall required and the cost to obtain property owner consent on multiple properties. The cost could

also not be legally imposed on the developer based on the noise impacts being a result of cumulative impacts. Additionally, the City would not support spending public monies for construction of a wall that is not necessary for public health and safety on the basis that the development on this stretch of road is not used for sound sensitive activities such as residences or schools, but for minimal landscaping and/or parking.

The noise levels would probably exceed the existing actual ambient noise levels for the western/northwestern border by more than 5 dBA along portions of the western/northwestern border (even with an 8-foot soundwall), because the existing use of the Proposed Project site is vacant land, with virtually no activities that generate noise at present. The commercial offices located on the adjacent properties are typically not occupied at these early morning hours and are therefore not particularly noise sensitive.

Operation-related noise levels could exceed the ambient base level by more than five (5) dB at the western/northwestern property boundary line during day or night time (Irwindale Municipal Code Section 9.28.120). Therefore, operation-related noise levels would be potentially significant. **Mitigation Measure MM-N-7** (identified above) would reduce the impact but not to less than 5 dBA ambient increase. Therefore, permanent increase in ambient noise levels would remain a significant impact as defined by City code, regardless of the lack of sensitive receptors.

Traffic-related noise levels would exceed the Federal Interagency Committee on Noise standard, where an increase in noise by 1.5 dBA or more would be considered significant for existing noise levels greater than 65 dBA Ldn. Therefore, traffic-related noise would be considered a significant impact (and significant cumulative impact) to exterior locations along Arrow Highway west of Rivergrade Road, regardless of the lack of sensitive receptors. (2014 RDEIR, pp. 3.10-20 through -31.)

C. TRAFFIC AND TRANSPORTATION

1. Congestion Management Plan

Threshold: Would the Project conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

Finding: Significant and unavoidable impact. (2014 RDEIR, pp. 3.12-68 through -92 .)

Explanation: The study area intersections operate at acceptable levels of service during the peak hours for existing plus project conditions, except for the I-605 (NS) / Live Oak Avenue (EW) Avenue intersection (Table 3.12-12). The I-605 (NS) / Live Oak Avenue (EW) Avenue intersection is significantly impacted by the project (comparing Existing to Existing Plus Project conditions). At an unsignalized intersection, a significant impact occurs when the minor stop-controlled approach operates at LOS "F" and does not have acceptable operation in terms of total control delay, and the addition of project trips increases the total control delay to more than 4.0 vehicle hours for a single lane approach or 5.0 vehicle hours for a multi-lane approach.

The following improvements are necessary to reduce the Project's proportionate increase in delay to pre-project levels or better, thus reducing the Project's impact to less-than-significant:

I-605 NB Off-Ramp (NS) / Live Oak Avenue (#8)
a. Install a traffic signal.
b. Construct a second northbound right turn lane.
c. Provide a third westbound through lane by modifying the existing raised median.

These improvements are generally to be constructed on Caltrans property, unless final engineering plans and specifications indicate additional right-of-way is needed. These improvements at the I-605 (NS) / Live Oak Avenue (EW) Avenue intersection result in acceptable traffic operations with the project. Caltrans has indicated in correspondence and in a consultation meeting that it will cooperate with the City and project applicant to process the encroachment permit required to allow implementation of this mitigation measure. With that said, the City cannot ensure the mitigation measures will get implemented before project impacts will occur as the property is outside the City's jurisdiction. Therefore, for the purposes of these CEQA Findings of Fact the impacts remain significant and unavoidable even with imposition of **Mitigation Measures MM T-1 and MM T-2:**

MM T-1

To mitigate potential traffic impacts at I-605 NB Off-Ramp (NS) / Live Oak Avenue (EW)(#8), the developer will be required to construct or fund the following improvement:

- Install a traffic signal.
- Construct a 2nd northbound right turn lane.
- Provide a 3rd westbound through lane by modifying the existing raised median. This will also provide additional queuing storage for the westbound left turn lane at the intersection of I-605 SB On-Ramp (NS) / Live Oak Avenue (EW).

MM T-2

To mitigate potential traffic impacts to I-605 SB Off-Ramp (NS) / Arrow Highway (EW)(#3), the developer will be required to construct or fund the following improvements:

- Construct a 2nd southbound left turn lane.

To address potential conflicts at the driveways onto City streets, the traffic consultant identified site access recommendations shown on Exhibit 3.12-39 (2014 RDEIR), provided in the Traffic Impact Analysis in Appendix G, that include changes to the convenience store/gas pump access configuration as well as other on-site requirements. in order to reduce conflicting auto turning movements in the vicinity of Driveway 1, as well as changes to reduce impacts from Driveway 2, 3, and 4. These recommendations will be imposed as **Mitigation Measures MM T-3** through **MM T-6**:

MM T-3

To mitigate potential traffic impacts to Arrow Highway (NS) / Driveway 1 (EW), the Applicant shall be required to do the following:

- Prior to commencement of operations, the Applicant shall install a traffic signal and construct the intersection with the following geometrics:
  - → Northbound Approach: One left turn lane (two way turn lane) and two through lanes.
  - → Southbound Approach: Two through lanes and one right turn lane.
  - → Eastbound Approach: One left turn lane and one right turn lane.
  - → Westbound Approach: N/A

MM T-4

To mitigate potential traffic impacts to Arrow Highway (NS) / Driveway 2 (EW), the Applicant shall be required to do the following:

Prior to commencement of operations, the Applicant shall install a stop control on the eastbound approach and construct the intersection with the following geometrics:

- Northbound Approach: One left turn lane (two way turn lane) and two through lanes.
- Southbound Approach: Two through lanes and one right turn lane.
- Eastbound Approach: One shared left turn and right turn lane.
- Westbound Approach: N/A

MM T-5

To mitigate the potential impact to Driveway 3 – Baldwin Park Boulevard (NS) / Live Oak Avenue (EW), the Applicant shall be required to do the following:

- Prior to commencement of operations, the Applicant shall modify traffic signal to include Project Driveway 3 (north leg) and construct the intersection with the following geometrics:
  - → Northbound Approach: Two left turn lanes and one shared through-right turn lane.
  - → Southbound Approach: One left turn lane and one shared through-right turn lane.
  - → Eastbound Approach: One left turn lane (100-foot pocket length), two through lanes, and one defacto right turn lane.
  - → Westbound Approach: One left turn lane, two through lanes, and one right

turn lane.

MM T-6

Arrow Highway (NS) / Driveway 4 (EW) – Install stop control on the eastbound approach and construct the right in / right out driveway intersection with the following geometrics:

- Northbound Approach: Two through lanes (no left turn access).
- Southbound Approach: One through lane and one shared through-right turn lane.
- Eastbound Approach: One right turn lane.
- Westbound Approach: N/A

Arrow Highway (NS) / Driveway 5 (EW) – Install stop control on the eastbound approach and construct the right in / right out driveway intersection with the following geometrics:

- Northbound Approach: Two through lanes (no left turn access).
- Southbound Approach: One through lane and one shared through-right turn lane.
- Eastbound Approach: One right turn lane.
- Westbound Approach: N/A

Caltrans has indicated in correspondence and in a consultation meeting that it will cooperate with the City and project applicant to process the encroachment permit required to allow implementation of **Mitigation Measures MM T-1** and **MM T-2**. With that said, the City cannot ensure the mitigation measures will get implemented before project impacts will occur as the property is outside the City's jurisdiction. Therefore, for purposes of these CEQA Findings of Fact the impacts remain significant and unavoidable even with imposition of the above Mitigation Measures. (2014 RDEIR, p. 3.12-66 through -103.) However, with implementation of **MM T-3** through **MM T-6**, the potential significant impacts from conflicting turning movements at Driveways 1, 2, 3, 4 will be reduced to less than significant.

SECTION 5: FINDINGS REGARDING CUMULATIVE ENVIRONMENTAL IMPACTS

Consistent with CEQA's requirements, the EIR for the Project includes an analysis of cumulative impacts, which include the impacts of the project plus all other pending or approved projects within the affected area for each resource. The affected environment for most of the resource areas described below was determined to be the City of Fontana, the City of Ontario, and nearby unincorporated areas of San Bernardino County. Fourteen pending and approved projects were identified as cumulative projects. (See 2014 RDEIR, pp. 4.0-2 and -3; and Table 4.0-1.)

The City Council herby finds as follows:

A. AESTHETICS

Based on the cumulative project list, future development may include new residential, commercial, industrial, or recreational development and/or mining/reclamation operations in the cities of Irwindale, Azusa, Baldwin Park, Duarte, Glendora, and West Covina. The project-specific potential impacts to aesthetics are not cumulatively considerable, because there are no cumulative projects in the Proposed Project's viewshed. Impacts of other projects would be unique to each site, and unrelated to this proposed site. No mitigation is required. (2014 RDEIR, p. 3.2-34.)

B. AGRICULTURE AND FORESTRY

Because no farmland or forestry resources existing on the Project site, there is no potential for the Project to contribute to cumulative agricultural and forestry impacts. (2014 RDEIR, p. 3.1-2.)

C. AIR QUALITY

The Proposed Project would result in a significant ROG and NOx impacts during operations. Therefore, the Proposed Project would result in a regional cumulative operations impact given that the Basin is in nonattainment for ozone and the Proposed Project would exceed the regional daily emissions threshold for ROG and NOx, ozone precursors. (2014 RDEIR, p. 3.3-73.)

D. BIOLOGICAL RESOURCES

The Proposed Project would result in additional cumulative affects to non-native grassland, as well as loss of potential foraging habitat for some resident wildlife species; however, the onsite habitat is of low conservation value, and does not provide habitat for special status species or habitat linkages to higher value native habitat offsite. Thus, the Proposed Project impacts would be less than cumulatively considerable under CEQA. (2014 RDEIR, p. 3.4-19.)

E. CULTURAL RESOURCES

Due to the nature of cultural resources, individual projects within the area would be

assessed on a project-by-project basis. When, and if resources would be found, all applicable California Native Tribe regulations, as well as applicable federal, State, and local regulations would be applied to protect artifacts or remains; and therefore, potential cumulative impacts would be less than cumulatively considerable under CEQA. (2014 RDEIR, p. 3.5-17.)

F. GEOLOGY AND SOILS

The geotechnical characteristics of each individual future project site would be evaluated on a project-by-project basis, and appropriate mitigation measures would be required, as necessary, in addition to federal, State and local regulations. No cumulative impacts would occur. (2014 RDEIR, p. 3.7-20.)

G. GREENHOUSE GAS EMISSIONS

The Project would not result in significant greenhouse gas emissions impacts, and overall, greenhouse gas emissions meet a net-zero threshold. As such, no cumulative impacts associated with greenhouse gas emissions would occur. (2020 RDEIR, pp. 4-1 through -24; see also 2020 FEIR, pp. 7-29 [Response BP-13], and 7-32 [Response BP-16].)

H. HAZARDS AND HAZARDOUS MATERIALS

The use, storage, disposal, and transport of hazardous materials could result in a foreseeable number of spills and accidents. Construction and operational activities of the Proposed Project will adhere to all federal, State, and local regulations related to hazards and hazardous materials. It is reasonably expected that any future new development would be subject to these same terms. In addition, future development would be required to evaluate their respective hazards and hazardous materials impacts on a project-by-project basis. For these reasons, potential impacts to hazards and hazardous materials are not cumulatively considerable. (2014 RDEIR, p. 3.8-32.)

I. HYDROLOGY AND WATER QUALITY

Development at the site and other projects in the vicinity of the Proposed Project may result in similar impacts relative to water quality and hydrology; however, each project's impacts are localized and independent of one another, and are mitigated (minimized or avoided) on a site-specific basis. Further, while water quality impacts have the ability to compound when taking into account regional water basins, the Proposed Project as conditioned will require the Applicant to adhere to the mandatory Federal, State and local laws, ordinances, regulations, and water quality standards (which do not represent added mitigation measures but are required for all MRF/TS projects).

The Proposed Project, when considered with other projects in the same watershed, may result in cumulative impacts to surface and groundwater quality from increased surface impermeability and resultant runoff. Construction projects could result in increased erosion from exposed soil areas, which could contribute sediments into local drainage courses and other waterways. However, it is reasonably assumed that new construction associated with future projects will be required to meet federal, state, and local construction and operation standards at

least as rigorous as those required at present. Thus, project impacts would be less than cumulatively considerable under CEQA. (2014 RDEIR, p. 3.13-17.)

J. LAND USE

Development of this site with the Proposed Project will not limit or enhance development of any of the cumulative projects identified. Implementation of mitigation measures identified for specific project actions on a case-by-case basis would also reduce potentially significant cumulative impacts to a less than significant level. Project-specific land use incompatibilities would be addressed in the individual project's CEQA review and implementation of mitigation measures.

In addition, because the post-development land use will be consistent with the City's and County's long-term goals, implementation of the Proposed Project in consideration of the cumulative projects would not have a significant cumulative impact on the surrounding area in terms of land use compatibility. (2014 RDEIR, p. 3.9-24.)

K. MINERAL RESOURCES

The Project has no impact on mineral resource accessibility, and therefore has no potential to contribute to cumulative impacts to mineral resources. (2014 RDEIR, p. 3.1-2.)

L. NOISE

Operational and traffic-related noise impacts would be considered significant and unavoidable; and therefore, they would contribute to a significant and unavoidable cumulative noise impact regardless of the absence of sensitive noise receptors at these locations. As listed above, numerous mitigation measures are imposed as conditions of approval, but no feasible mitigation measures have been identified that could reduce these impacts to less than significant. (2014 RDEIR, p. 3.10-37.)

M. POPULATION AND HOUSING

Development of this site with the Proposed Project will not limit or enhance development of any of the cumulative projects identified. Implementation of mitigation measures identified for specific project actions on a case-by-case basis would also reduce potentially significant cumulative impacts to a less than significant level. Project-specific land use incompatibilities would be addressed in the individual project's CEQA review and implementation of mitigation measures. In addition, because the post-development land use will be consistent with the City's and County's long-term goals, implementation of the Proposed Project in consideration of the cumulative projects would not have a significant cumulative impact on the surrounding area in terms of land use compatibility. (2014 RDEIR, p. 3.9-24.)

N. PUBLIC SERVICES

The Proposed Project would not result in substantial demands for additional fire, police, schools, or parks and therefore would not incrementally contribute to potential cumulative impacts to local public services or utilities.

Implementation of the cumulative projects may increase the need for additional public services and utility systems. Potential impacts would be analyzed in a project-by project manner. It is anticipated that existing services would be adequate to serve these projects with the assumption that the projects pay the required City development fee(s), as necessary. For example, developers may be required to contribute fees based on the project's proportional demand for new infrastructure to support future demand for public services or utilities. The Proposed Project in combination with the cumulative projects would result in less than significant cumulative impacts to public services and utilities. (2014 RDEIR, p. 3.11-18.)

O. RECREATION

There is no residential or recreational component to the Proposed Project. The creation of new jobs within the City's (and region's) employment base would not be expected to result in adverse effects on either the provision of existing recreational services or facilities. The Proposed Project is not expected to result in population growth in the City or area and therefore, the Proposed Project does not have the potential to increase population in a manner that could substantially increase the use of, nor cause substantial physical deterioration of existing neighborhood and regional parks or recreational facilities. With no potential to increase population, and no increase to use of recreational facilities, the Proposed Project in combination with the cumulative projects would result in no significant impact. No cumulative impact would occur. (2014 RDEIR, p. 3.9-22.)

P. TRANSPORTATION/TRAFFIC

The Proposed Project is expected to contribute cumulative impacts to existing deficiencies or projected deficiencies. Neither Caltrans nor the State has adopted a fee program that can ensure that locally-contributed impact fees will be tied to improvements to freeway mainlines, and only Caltrans has the jurisdiction over mainline improvements. Because Caltrans has exclusive control over state highway improvements, ensuring that fair share contributions to mainline improvements are actually part of a program tied to implementation of mitigation is within the jurisdiction of Caltrans. (2014 RDEIR, pp. 3.12-103 and -104.)

Q. UTILITIES AND SERVICE SYSTEMS

The Proposed Project is an urban infill project and all utilities and service systems are already available to connect to the site. Any increase in water and wastewater flow would be adequately handled by existing service providers through existing facilities. As an urban infill project on a previously developed site, no significant adverse effects on water or wastewater facilities or services would occur with Project implementation. Similarly, no cumulative impacts are expected to occur. (2014 RDEIR, pp. 3.11-13 and -14.)

SECTION 6: FINDINGS REGARDING SIGNIFICANT IRREVERSIBLE ENVIRONMENTAL CHANGES

According to Sections 15126(c) and 15126.2(c) of the State CEQA Guidelines, an EIR is required to address any significant irreversible environmental changes that would occur should the proposed Project be implemented. Generally, a project would result in significant irreversible environmental changes if any of the following would occur:

- The project would involve a large commitment of non-renewable resources;
- The primary and secondary impacts of the project would generally commit future generations to similar uses;
- The project involves uses in which irreversible damage could result from any potential environmental accidents; or
- The proposed consumption of resources are not justified.

The primary function of the MRF/TS is to promote recycling and potential re-use of discarded materials which may otherwise be permanently lost and take up space in a landfill. By receiving, sorting, and promoting the re-use of yard waste, construction & demolition waste, and regular household and commercial waste, a MRF/TS provides a significant environmental benefit in retrieving such materials which would otherwise become essentially irretrievable.

The Proposed Project will result in short-term and long-term consumption of resources including land, building materials, fuels, and electrical energy for site preparation and grading, construction of the facility and related on-site and off-site improvements, and subsequent operation of the MRF and fueling station and convenience store. Except for the parcel of land to be utilized, consumption of these resources is not unique or significant, and will contribute to regional and local waste management goals that would otherwise be met with a similar facility or facilities at another location.

Therefore, no significant impacts relating to irreversible changes are anticipated. (RDEIR, pp. 4.0-3 and -4.)

SECTION 7: FINDINGS REGARDING GROWTH-INDUCING IMPACTS

Section 15126.2(d) of the State CEQA Guidelines requires an EIR to discuss the ways the proposed Project could foster economic or population growth or the construction of additional housing, directly or indirectly, in the surrounding environment. Growth-inducing impacts include the removal of obstacles to population growth (e.g., the expansion of a wastewater treatment plant allowing more development in a service area) and the development and construction of new service facilities that could significantly affect the environment individually or cumulatively. In addition, growth must not be assumed as beneficial, detrimental, or of little significance to the environment.

The goals and objectives of the Proposed Project are designed to: 1) comply with Assembly Bill 939 (AB 939) which requires every city and county in the State to divert at least 50 percent of wastes generated in their jurisdiction from going to a landfill; and 2) provide the

regional need of a MRF/TS, as a service facilitator, in compliance with AB 939. Operations at the MRF/TS would consist of sorting, consolidating, and compacting received materials, and then re-loading all recyclable, composting, and solid waste material into transfer trucks for transport to additional processing and/or disposal facilities. As a primary function, a MRF/TS reduces the amount of solid waste material which is ultimately disposed of at a landfill.

The vacant site is currently zoned for Heavy Industrial use and is designated for commercial land use [now proposed for commercial/industrial land use] in fulfillment of the City's long-term economic development goals. The Project will add approximately 345 employees to the local and regional workforce. It is anticipated that prospective employees will come primarily from underemployed citizens from the City and surrounding communities, and therefore the new employment opportunities are not expected to induce substantial new population growth from outside the region. The Proposed Project does not remove any barriers to growth, and does not have characteristics that could induce growth locally or regionally. Therefore, potential growth inducing impacts are found to be less than significant. (2014 RDEIR, p. 4.0-2 and -3.)

SECTION 8: FINDINGS REGARDING ALTERNATIVES

A. PROJECT OBJECTIVES

The following are the objectives of the proposed project:

A. The Project will be a regional asset needed to address and implement a series of legislative measures over the years designed to both promote and mandate the time-certain reduction, recycling, and reuse of solid waste in California, including, but not limited to Assembly Bill 341 (Chapter 476, Statutes of 2011); Senate Bill 1016 (Chapter 343, Statutes of 2007); and Assembly Bill 939 (Chapter 1095, Statutes of 1989).

B. The City of Irwindale seeks long-term economic development that provides a range of employment opportunities to local citizens.

C. The City desires current and ongoing economic development of underutilized City-owned property, including lands that have been targeted for redevelopment.

D. The Project will facilitate the generation of additional property tax, utility user tax, and host fees for the City of Irwindale.

E. Assembly Bill 341 (2011) sets a 75% recycling goal for California by 2020; therefore, the City of Irwindale seeks to achieve and surpass waste reduction and diversion goals and mandates, by providing additional processing capacity to increase diversion for recyclable commodities from the mixed municipal waste stream, thereby reducing the consumption of landfill capacity and prolonging the operational period of the region's current permitted landfill capacity.

F. The Project will provide a state-of-the art waste processing and transfer facility that minimizes environmental impacts to the extent feasible.

G. The facility will be constructed at a location with nearby Interstate access for both ingress and egress and which minimizes the traffic on local streets, and on the regional transportation network.

H. The Project will provide a disposal outlet accessible to local waste haulers during non-peak traffic hours with a goal to reduce traffic loading to area roads during peak hours.

In addition, the applicant, Athens Services, has stated its project objectives for the Irwindale Materials Recovery Facility and Transfer Station as:

- Maximize the ability to receive, process and consolidate, for efficient transfer and disposal, municipal solid waste within the San Gabriel Valley; thereby reducing regional vehicle miles traveled by trash collection trucks to the maximum extent feasible.

- Implement a state-of-the-art fully enclosed MRF/TS within City limits that reduces environmental impacts through project design (including noise, odors and air emissions) and provides environmental benefits by facilitating consolidation of refuse loads and transfer to other regional landfill sites while diverting recyclable materials for transfer to recyclables processing facilities.

- Provide state-of-the-art recycling methods, cost-effective disposal, and MRF/TS services that will assist Los Angeles County and cities within the County to achieve local and state mandated waste diversion goals, including those set forth in the California Integrated Waste Management Act of 1989, and which further the Recycling and Waste/ High Recycling Recommended Actions contained within CARB's Climate Change Scoping Plan (2008).

- Provide expanded capacity to divert and process green and wood waste generated in the San Gabriel Valley in order to promote increased recycling of such materials, and diversion from landfills, consistent with the City, County, and State goals.

B. SIGNIFICANT AND UNAVOIDABLE IMPACTS

As identified above, the Project as proposed results in the following significant and unavoidable impacts, even after the incorporation of all feasible mitigation measures:

- **Air Quality**: Regional air quality impacts from Project operations, and contribution to cumulative impacts of criteria pollutants.

- **Noise**: Noise impacts for the adjacent commercial building to the west, and along Arrow Highway north of the Project site. Operational and traffic-related noise impacts would contribute to a significant and unavoidable cumulative noise impact.

- **Traffic**: Cumulative impacts to existing deficiencies or project deficiencies on the I-210 freeway mainline segments eastbound and westbound of the Irwindale Avenue on and off ramps, and the I-605 northbound off-ramp at Live Oak Avenue and the I-210 westbound off-ramp at Irwindale Avenue.

C. ALTERNATIVES CONSIDERED AND REJECTED DURING THE SCOPING/ PROJECT PLANNING PROCESS

Among the factors that are used to consider project alternatives for detailed consideration in an EIR are whether they would meet most of the basic Project objectives, be feasible, and whether they would avoid or substantially reduce the significant environmental impacts of the Project. (State CEQA Guidelines section 15126(c).)

The City reviewed seven (7) different locations for their potential siting of the Proposed Project. This list of potential alternative locations was initially considered by the City, but each location was later rejected as infeasible during the environmental review process based in part on not meeting some or all of the Project Objectives, as well as not reducing or avoiding potential impacts to a greater extent than the Proposed Project. Based on this, and consistent with the requirements of CEQA Guideline §15126.6(f)(2), all seven site alternatives were rejected from further consideration (refer to **Exhibits 5.0-1** through **5.0-7** on pages 5.0-10 – 5.0-16 of the 2014 RDEIR).

1. Reliance II Landfill - 15990 Foothill Boulevard

The Reliance II Landfill site was initially selected as an alternative location based on its proximity to the freeway system (less than 0.5 mile of Interstate 210) to address transportation/circulation and regional project needs, and for appropriate site acreage necessary for the operation of the proposed MRF/TS. However, this location was deemed as unsuitable due the timing of potential availability of the site, as landfill operations currently underway would not produce a development-ready site until at least 2019. This presents an unreasonable time delay with respect to the Proposed Project objectives, including AB 341 mandated reduction of waste volume.

2. Kincaid Pit North – APNs 8616-022-906 & 8616-022-91

The Kincaid Pit North was initially selected based upon proximity to the freeway system (less than 0.5 mile of Interstate 210) to address transportation/circulation and regional project needs, compatibility of surrounding land use, and the acreage necessary for operational needs of the Proposed Project. However, this site falls within the jurisdiction of both the City of Irwindale and the City of Azusa and has not yet undergone reclamation to allow for development of the site. Reclamation of this site will take many years, and reclamation planning to ensure proper backfill and compaction to support subsequent urban land development would require separate and independent environmental review. Finally, this site is severely constrained for access with a very

narrow frontage on Irwindale Avenue between the west-bound Interstate 210 off-ramp and Foothill Boulevard offering no opportunity for efficient ingress/egress of vehicles, particularly trucks. Access from Foothill Boulevard would involve acquisition of additional property and relocation of existing occupants.

3. Hanson Spancrete/Southern California Edison – 13131-13025 Los Angeles Street

The Hanson Spancrete/Southern California Edison site was initially selected based upon proximity to the freeway system (less than 0.25 mile of Interstate 605) to address transportation/circulation and regional project needs, and compatible surrounding land uses. The site is occupied with active businesses at present, and would require displacement and re-location of existing tenants, and was therefore deemed unsuitable. The Hanson Spancrete site has an existing long-term lease which would need to be bought out, the property purchased, and the existing tenant relocated. The Southern California Edison site would also need to be acquired and the use for the Edison storage facility relocated.

4. Nuway Landfill – APN 8532-002-034

The Nu-Way Landfill site was initially considered an option for an alternative site for the Proposed Project due to compatible surrounding land uses and proximity to the freeway system (adjacent to Interstate 605). However, the backfill at this site has not been properly engineered to support urban development and the operations of the Proposed Project. Possible remediation of the site would require many years and would not satisfy project objectives for timely serving regional waste reduction and management needs.

5. Sunburst Rock – 242 Live Oak Avenue

The Sunburst Rock site offers suitable land use compatibility and therefore was initially considered as an alternative location. However, several factors eliminate this site as a feasible option. Factors such as improper compaction [historical site of an open-pit mine], and the need to relocate the existing 40+ tenants of the contractor yard would deem this location infeasible due to the timing and expense of such an endeavor.

6. 706 - 873 Alpha Street

The location along Alpha Street originally was considered to be an alternative site option for the Proposed Project based on the acreage required to operate the Proposed Project; however, this location was determined to be unsuitable for several reasons. This location hosts 30 established businesses [auto dismantling/wrecking yards] that would need to be relocated, unsuitable compaction (including the tire landfill underground), and adjacent residential land uses to the north and west; each of which make this location infeasible as an alternative location.

7. Gore Point/Triangle Parcel – APNs 8532-001-900 & 8532-001-004

The Gore Point/Triangle Parcel location appears to provide suitable acreage, compatibility with surrounding land uses, and proximity to the freeway system (within ½ mile of Interstate 605); however, there is a substantial grade differential between the two parcels which would require the building pad to be further reduced, or backfill of the Triangle Parcel as reclamation. Therefore, this location does not provide a suitable building pad since a portion of the site has not yet been backfilled and reclaimed, and the subsequent timing of potential availability of this site renders this location as infeasible.

Finding: The City Council rejects each of the alternative locations on the following grounds, each of which provides a full and independent justification for rejection of the alternative: (1) an alternative location is infeasible, given that no other similarly sized, vacant, industrially-zoned parcels exist in the vicinity; and (2) an alternative location is infeasible on grounds such locations would require physically infeasible remediation or engineering.

D. ALTERNATIVES SELECTED FOR ANALYSIS IN THE EIR

The following Project Alternatives were considered in detail in the and 2014 RDEIR. These alternatives are rejected for various reasons as set forth below.

1. Reduced Tonnage Capacity Alternative

Description: Under this alternative, to reduce air impacts related to the SCAQMD, the Proposed Project's capacity would be reduced to 4,500 tons per day, a 25 percent reduction from the Proposed Project capacity of 6,000 tons per day. The Reduced Tonnage Capacity Alternative is defined as a facility permitted for a daily maximum of 4,500 tons of municipal waste to be accepted, processed and transferred. Compared to the Proposed Project, this Alternative would have reduced traffic volumes, with attendant reductions in noise and air emissions. Development under this scenario assumes a slightly smaller building footprint as the Proposed Project and the same overall physical characteristics of the Proposed Project. Under this scenario, the project footprint is estimated to be reduced by approximately 10-15% rather than a corresponding 25% since some sizing parameters are related to efficient movement of materials and trucks into, through, and out of the facility that are not directly related to tonnage capacity.

Impacts: The Reduced Tonnage Alternative would result in lessened environmental impacts compared to the Proposed Project by reducing the total traffic volume and related air emissions and traffic noise. However, this alternative does not capture the full potential to recover materials from the local and regional waste stream prior to transfer and/or disposal, which will therefore need to occur at another site in the region. By comparison and for informational purposes, under the analysis from the first version of the 2014 DEIR, when it was assumed that only 50% of the trips to the MRF/TS would be new trips and thereby cut the total trips to the site in half (based on assumptions related to trips being relocated from other sites in the Air Basin rather than being totally new trips), the project needed to reduce the size of the project and the number of trips by another 56 percent to get to no air impacts from the Project. Further, given the efficiencies associated with the proposed project, if assuming that none of the

Project's trips are new trips, the Reduced Tonnage Alternative would result in lost efficiencies, by keeping more trips associated with MRF facilities farther away from the local waste generating markets, and thereby requiring continued longer haul trips.

Objectives and Feasibility: The Reduced Tonnage Alternative would: 1) not feasibly attain the Proposed Project's objectives to serve as facilitator for regional compliance with Assembly Bill 341; 2) would only partially assist the City and applicant's goal for waste reduction and diversion goals and mandates, by providing additional processing capacity to increase diversion of recyclable commodities from the mixed municipal waste stream; and 3) provide a similar land development project as required for the construction and operation of the proposed MRF/TS.

Finding: The City Council rejects the Reduced Tonnage Alternative on the following grounds, each of which individually provides sufficient justification for rejection of this alternative: (1) the alternative fails to meet the basic project objective of facilitating regional compliance with Assembly Bill 341; (2) the alternative fails to assist the City in meeting is waste reduction and diversion goals and mandates; (3) the alternative fails to avoid most of the project's significant and unavoidable impacts; (4) the alternative would not reduce greenhouse gas emissions to same extent as the proposed Project. Therefore, the Reduced Tonnage Alternative is eliminated from further consideration.

2. Source-Separated MRF Alternative

Description: The Source-Separated MRF Alternative would involve the development of a facility that would only receive loads of materials that are source-separated, such as the common "three bin" collection programs in many cities. Such facilities are described as a "clean MRF". Development under this scenario assumes the same building footprint and overall physical change to the site as the Proposed Project. The Source-Separated MRF would have the same throughput (maximum 6,000 tons per day) as the Proposed Project.

The Project Applicant is not proposing a MRF that would exclusively handle source-separated materials. The applicant has indicated that there are limitations to a source-separated MRF that have resulted in the Proposed Project design of a mixed-waste facility. Some of the key advantages of the mixed-waste MRF include more flexibility for customers that have difficulty implementing on-site source separation such as multi-family complexes and commercial operations that do not have the physical space to do on-site source separation. These types of users (multi-family and commercial operations) account for a very large percentage of customers in the San Gabriel Valley and of Athens customers. The applicant's experience is that mixed-waste processing can be better than source separation due to several factors, including that source separation is only partially successful in mixed residential / commercial / industrial communities and materials need to be screened and sorted in any case. The Proposed Project will be able to handle incoming mixed-waste loads and also source separated loads.

While proponents for Source-Separated MRFs can cite many studies that indicate they are an advanced waste management option, the applicant indicates that their extensive experience in the Los Angeles Metropolitan area leads them to conclude that Mixed-Waste MRFs that can handle source-separated waste streams as well as mixed-waste streams is a preferred and highly efficient operational model. The applicant indicates that mixed-waste facilities have more flexibility in achieving high diversion rates, especially by being able to reduce materials from any type of collection system. CalRecycle does not require that MRFs be designed to be Source-Separation MRFs, acknowledging that they are not preferred in all communities.

Impacts: The Source-Separated MRF Alternative would result in similar environmental impacts compared to the Proposed Project. Total traffic volume and related air emissions and traffic noise are expected to be similar to the Proposed Project.

Objectives and Feasibility: This alternative would have reduced capabilities to sort mixed-waste streams that could be handled by the applicant such as multi-family and commercial facilities that do not have the option or space to provide on-site source separation.

Finding: The City Council rejects the Source Separated Alternative, on the following grounds, each of which individually provides sufficient justification for rejection of this alternative: (1) this alternative fails to meaningfully reduce the significant and unavoidable impacts of the proposed Project, and (2) this alternative meets the Project objectives to a lesser extent than the proposed Project. Therefore, the Source-Separated Alternative is eliminated from further consideration.

3. No Project Alternative

Description: The No Project Alternative does not preclude development of the site. Should another Applicant pursue development of the site for other purposes, additional environmental analysis would be warranted, as required by the City of Irwindale and in compliance with CEQA. Commercial uses that could be developed under the current General Plan and zoning designations would also be reasonably expected to generate temporary construction noise, and long-term employee and operational traffic, with related air emissions and noise, although the levels of these effects are too speculative to estimate for unknown uses.

Impacts: Under this Alternative, there would be no significant impacts to air quality, noise or traffic. However, the No Project Alternative also does not preclude development of a MRF/TS at another site; however, the San Gabriel Valley is substantially built-out and it is difficult to find a suitable site that could accommodate a +200,000 square-foot building, and with the attendant truck parking, circulation areas, and freeway access required for efficient operations.

Objectives and Feasibility: In comparison to the Proposed Project, this Alternative would not meet the City's objective for economic growth and local employment, and attaining the goals associated with AB 939 and AB 341 for the State, regional, and local need to reduce the amount of waste going to California landfills. As a primary function, a MRF/TS reduces the amount of solid waste material which is ultimately disposed of at a landfill.

Finding: The City Council rejects the No Project Alternative on the following grounds, each of which individually provides sufficient justification for rejection of this alternative: (1) the alternative may reduce, but does not avoid, the Project's significant and unavoidable impacts, (2) it is likely that the impacts reduced by the alternative will occur elsewhere given the demand for high-cube warehouse distribution uses; and (3) the alternative meets the Project objectives to a lesser extent than the proposed Project. Therefore, Alternative 3 is eliminated from further consideration.

E. ENVIRONMENTALLY SUPERIOR ALTERNATIVE

Section 15126.6(e)(2) of the State CEQA Guidelines indicates that an analysis of alternatives to a proposed Project shall identify an environmentally superior alternative among the alternatives evaluated in an EIR.

The No Project Alternative scenario is the no development scenario. Because of its no development option, the No Project Alternative would result in reduced environmental impacts when compared to the Proposed Project. This includes elimination of the Proposed Project's significant and unavoidable impacts to air emissions, noise and traffic. However, the No Project Alternative would not meet the Proposed Project's primary objectives of providing economic development for the City that provides a range of employment opportunities to local citizens; achievement of AB 341 waste reduction goals by providing a state-of-the-art waste processing and transfer facility; and for siting such a facility where it is accessible to local waste haulers during non-peak traffic hours; and that minimizes environmental impacts to the extent feasible with nearby access to the interstate road network.

Based on the analysis in the 2014 RDEIR, the Reduced Tonnage Alternative would be the environmentally superior alternative since it would have fewer environmental impacts when compared to the Proposed Project. However, it would not reduce any of the identified significant impacts of the Project to a less than significant level, and may increase the level of greenhouse gases emitted when compared against the proposed project. Additionally, this alternative would substantially reduce attainment of the City's goals for economic development and job growth associated with this project.

However, as determined above, the City Council rejects the Reduced Tonnage Alternative on the following grounds, each of which individually provides sufficient justification for rejection of this alternative: (1) the alternative fails to meet the basic project objective of facilitating regional compliance with Assembly Bill 341; (2) the alternative fails to assist the City in meeting its waste reduction and diversion goals and mandates; (3) the alternative fails to avoid most of the project's significant and unavoidable impacts; (4) the alternative would not reduce greenhouse gas emissions to the same extent as the proposed Project.

SECTION 8: STATEMENT OF OVERRIDING CONSIDERATIONS

Having reduced the adverse significant environmental effects of the Project to the extent feasible by adopting all reasonable and feasible mitigation measures, having considered the entire administrative record on the Project, and having weighed the benefits of the Project against its unavoidable adverse impacts after mitigation, each of the following social, economic and environmental benefits of the Project separately and individually outweigh the potential unavoidable adverse impacts and render those potential adverse environmental impacts acceptable based upon the following overriding considerations:

A. The Project will be a regional asset needed to address and implement a series of legislative measures over the years designed to both promote and mandate the time-certain reduction, recycling, and reuse of solid waste in California, including, but not limited to Assembly Bill 341 (Chapter 476, Statutes of 2011); Senate Bill 1016 (Chapter 343, Statutes of 2007); and Assembly Bill 939 (Chapter 1095, Statutes of 1989).

B. The City desires current and ongoing economic development of underutilized City-owned property, including lands that have been targeted for redevelopment. The Project Site was identified in the Economic Strategic Plan (adopted 10/12/11) as a Priority Near-Term Development Site in that the site is/has:

- Easy access to Arrow Highway, Live Oak Avenue and the 605 Freeway;
- Suitability for industrial use with compatible surrounding uses;
- A large parcel that allows single-user development or multiple smaller development.

C. The City of Irwindale seeks long-term economic development that provides a range of employment opportunities to local citizens. The Proposed Project provides:

- Construction related activities of the Project that will create job opportunities in the City of Irwindale and adjacent cities; and
- Long-term Project operations that will create job opportunities in the City of Irwindale and adjacent cities.

D. The Project will facilitate the generation of additional property tax, utility user tax, and host fees for the City of Irwindale.

E. Assembly Bill 341 (2011) sets a 75% recycling goal for California by 2020; therefore, the City of Irwindale seeks to achieve and surpass waste reduction and diversion goals and mandates, by providing additional processing capacity to increase diversion for recyclable commodities from the mixed municipal waste stream, thereby reducing the consumption of landfill capacity and prolonging the operational period of the region's current permitted landfill capacity.

F. The Project will provide a state-of-the-art waste processing and transfer facility that reduces environmental impacts to the extent feasible through the imposition of the mitigation measures. The proposed MRF/TS includes a fully enclosed building with interior designed to provide separate areas to receive, process and transfer municipal solid waste, green waste, construction and demolition materials, and waste hauled in by selfhaulers. Project design promotes compatibility with adjacent land uses, modern, energy efficient sustainable project design and infill development consistent with the City's General Plan.

G. The facility will be constructed at a location with nearby Interstate access for both ingress and egress and which minimizes the traffic on local streets, and on the regional transportation network. With direct access to I-210 and I-605 via City of Irwindale designated regional collector streets, the Proposed Project's truck traffic avoids use of or impacts to local streets in either the City of Irwindale or the City of Baldwin Park.

H. The Project will provide a disposal outlet accessible to local waste haulers during non-peak traffic hours with a goal to reduce traffic loading to area roads during peak hours. This is one of the stated Goals and Objectives of the Applicant as set forth in the Project Description and will be accomplished with defined hours of operations accessible to local haulers.

Further, the Project meets the following objectives and goals of the 2020 General Plan:

1. **Community Development Element Policy 10.** The City of Irwindale will promote development that will benefit the community as a whole in terms of both jobs and revenue generation.

   This policy is supported by the City's stated goals and objectives for the proposed MRF/TS project that:

   - The City of Irwindale seeks long-term economic development that provides a range of employment opportunities to local citizens.

- The City desires current and ongoing economic development of underutilized City-owned property, including lands that have been targeted for redevelopment.
- The Project will facilitate the generation of additional property tax, utility user tax, and host fees for the City of Irwindale.

2. **Community Development Element 12.** The City of Irwindale will continue to promote quality design in the review and approval of commercial and industrial development through the application of the commercial and industrial design guidelines.

   This policy is supported by the City's stated goals and objectives for the proposed MRF/TS project that:

   - The Project will provide a state-of-the-art waste processing and transfer facility that minimizes environmental impacts to the extent feasible.
   - The facility will be constructed at a location with nearby Interstate access for both ingress and egress and which minimizes the traffic on local streets, and on the regional transportation network.

   It is further supported by the Applicants' stated intent that the Proposed Project will be a state-of-the-art facility:

   - Implement a state-of-the-art fully enclosed MRF/TS within City limits that reduces environmental impacts through project design (including noise, odors and air emissions) and provides environmental benefits by facilitating consolidation of refuse loads and transfer to other regional landfill sites while diverting recyclable materials for transfer to recyclables processing facilities.
   - Provide state-of-the-art recycling methods, cost-effective disposal, and MRF/TS services that will assist Los Angeles County and cities within the County to achieve local and state mandated waste diversion goals, including those set forth in the California Integrated Waste Management Act of 1989, and which further the Recycling and Waste/ High Recycling Recommended Actions contained within CARB's Climate Change Scoping Plan (2008).

3. **Community Development Element Policy 13.** The City of Irwindale will continue to employ a design theme in the review of future commercial and industrial development and in the rehabilitation of existing commercial and industrial uses.

   This policy is supported by the City's stated goals and objectives for the proposed MRF/TS project that:

   - The City desires current and ongoing economic development of underutilized City-owned property, including lands that have been targeted for redevelopment.

   And project design features that include:

- The exterior design of the facility buildings would be consistent with the City's Commercial and Industrial Design Guidelines, including varying parapet heights, vertical tower elements, arcades, arched entry structures, and deeply recessed exterior fenestrations. As designed, the parapet walls will vary in design height ranging from 30-51 feet and allow for a maximum of 64 feet at the top of the pitched roof (tower elements). Proposed exterior materials include varying plaster colors consistent with the Design Guidelines, wrought iron and decorative tile accents, accentuated building cornices, and plaster building ornaments to create a "village" of buildings that cohesively work together under a single architectural theme.
- All buildings would be constructed from steel for primary and secondary framing elements. The exterior walls would be light gauge frame with plaster finish. A metal "cool" roof is proposed for the majority of the roofing areas in conjunction with the decorative roof tile accents on the tower elements; (a "cool" roof reflects and emits the sun's heat back to the sky instead of transferring it to the building below thereby reducing energy costs). The Loadout Area tunnel, associated ramps, and all operational areas would be poured concrete slab.
- Landscaping would be developed to screen the site perimeter and throughout the MRF/TS facility with particular focus on the public view areas. In addition, a decorative concrete block wall would be constructed with wrought iron gates at facility access points. The site would have secured perimeter fencing and/ or a block wall along the entire property boundary. Landscaping would cover approximately 13% of the site.

4. **Community Development Element Policy 15.** The City of Irwindale will continue to work towards improving the appearance of the City entryways.

   This policy is supported by the City's coordination with the Applicant to redesign the proposed Project in its current configuration included as the Project Description (and developed in part based upon comments received by the City of Baldwin Park residents during the public scoping phase of the Proposed Project) that the Proposed Project site layout, building orientation, and ingress and egress locations were specifically modified to direct both construction and operational traffic away from the intersection of Live Oak Avenue and Baldwin Park Boulevard. This was done to ensure that traffic from the Proposed Project is routed away from this intersection to minimize effects on residences south of the Live Oak Avenue industrial corridor in the City of Baldwin Park, and the Margaret Heath elementary school located approximately 1,370 feet south of Live Oak Avenue on the east side of Baldwin Park Boulevard.

Given the above, the Council has weighed the economic, legal, social, technological, and other benefits of the Project against the significant and unavoidable impacts of the Project identified in the FEIR. Based upon the above, the Council hereby determines that those benefits outweigh the risks and potentially adverse environmental impacts of the Project, and further determines that the Project's significant and unavoidable impacts are acceptable.

Accordingly, the Council adopts this Statement of Overriding Considerations, recognizing that significant and unavoidable impacts will result from implementation of the Project. Having (i) adopted all feasible mitigation measures; (ii) considered and rejected alternatives to the Project; and (iii) recognized the significant unavoidable impacts of the Project; the Council hereby finds that each of the separate benefits of the Project, as stated above, individually warrants approval of the Project and outweighs and overrides its significant and unavoidable impacts, and thereby justifies the approval of the Project.

2020 Mitigation Monitoring and Reporting Program

State CEQA Guideline §15097 directs the Lead Agency, the City of Irwindale, to adopt a program for monitoring or reporting on the revisions which it has required in the project and the measures it has imposed to mitigate or avoid significant environmental effects. This Mitigation Monitoring and Reporting Program (MMRP) is required as a condition of approval by the City of Irwindale order to ensure that the mitigation measures and project revisions identified in the EIR are implemented. The MMRP will be monitored by various departments of the City of Irwindale. This MMRP includes the mitigation as identified in the Final EIR; and those which are required to address the potential environmental impacts associated with implementation of the proposed project. CEQA (Public Resources Code Section 21081.6 (a) (1)).

State CEQA Guidelines §15370 defines "mitigation" as:

- Avoiding the impact completely by not taking a certain action or parts of an action;
- Minimizing the impact by limiting the degree or magnitude of the action and its implementation;
- Rectifying the impact by repairing, rehabilitating, or restoring the affected environment;
- Reducing or eliminating the impact over time by preservation and maintenance operations, during the life of the action;
- Compensating for the impact by replacing or providing substitute resources or environments.

Note: Authority cited: Section 21083, Public Resources Code; Reference: Sections 21002, 21002.1, 21081, and 21100(c), Public Resources Code.

In addition to mitigation measures ("MM"), the *Irwindale Materials Recovery Facility and Transfer Station Project* is required to comply with project design features ("PDF"). PDFs are designed during the initial planning phase and are incorporated into the physical design of a project. PDFs have been introduced by either the Applicant or the Lead Agency as a way to reduce an anticipated effect. This mitigation program incorporates both MMs and PDFs. All direct and indirect impacts that can be avoided or reduced to less than significant levels by the mitigation program are discussed in the EIR. The mitigation program serves as a means to reduce or avoid any identified potentially significant adverse impacts from implementation of the Proposed Project.

Refer to **Table 1 Irwindale Materials Recovery Facility and Transfer Station Project 2020 Final EIR, 2020 Mitigation Monitoring and Reporting Program.**

Table 1
Irwindale Materials Recovery Facility and Transfer Station Project EIR
2020 Mitigation Monitoring and Reporting Program

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
AIR QUALITY / GREENHOUSE GASES / ODORS / HEALTH RISK ASSESSMENT				
MM AQ-1	**Dust Control / SCAQMD Rules 402 and 403** In order to offset potential impacts that could occur without compliance with Rules 402 and 403, the City shall ensure the Proposed Project adheres to the provisions of SCAQMD Rules 402 and 403 regarding construction-related fugitive dust control by implementing a dust control program pursuant to the provisions of SCAQMD Rules 402 and 403. The Applicant shall ensure that contractors implement a fugitive dust control program pursuant to the provisions of SCAQMD Rules 402 and 403. This program shall include, but not limited to the following: • Prior to issuance of any grading permit, the City Engineer and Senior Building Inspector shall confirm that the grading plan and building plans stipulate that, in compliance with SCAQMD Rule 403, fugitive dust shall be controlled by the applicable best available control measures listed in Table 1 of Rule 403.	Athens Services / City of Irwindale City Engineer and Senior Building Inspector; to be observed during twice yearly inspections	Prior to issuance of grading permit	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
	• Water or a stabilizing agent shall be applied at least three times daily, preferably in the mid-morning, afternoon, and after work is done for the day, to exposed surfaces including graded and disturbed areas in sufficient quantity to prevent generation of dust plumes. • Track-out shall not extend 25 feet or more from an active operation and track-out shall be removed at the conclusion of each workday. The contractor shall use a gravel apron, 25 feet long by road width, or a pipe-grid track-out control device to reduce mud/dirt track-out from active operations and unpaved truck exit routes. • A wheel washing system shall be installed and used to remove bulk material from tires and vehicle undercarriages before vehicles exit the project site. • All trucks hauling dirt, sand, soil, or other loose materials are to be tarped with a fabric cover and maintain a freeboard height of 12 inches. • Traffic speeds on unpaved roads shall be limited to 15 miles per hour.			

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
	• Operations on unpaved surfaces shall be suspended when winds exceed 25 miles per hour. • On-site stock piles shall be covered or watered at least twice per day. • The Applicant shall use street sweepers (using reclaimed water if available) that comply with SCAQMD Rules 1186 and 1186.1.			
MM AQ-2	**Construction Equipment** The Applicant shall ensure that construction equipment is properly tuned and maintained in accordance with manufacturer's specifications to ensure minimum emissions under normal operations.	Construction Contractor, reporting to City of Irwindale City Engineer	Construction	
MM AQ-3	**Electricity** Electricity from power poles rather than temporary diesel- or gasoline-powered generators shall be used, where available.	Athens Services; subject to the review and approval of City of Irwindale Building Inspector	Construction	
MM AQ-4	**Diesel Trucks** Heavy-duty diesel trucks shall be properly tuned and maintained to manufacturers' specifications to ensure minimum emissions under normal operations.	Athens Services; reporting to City of Irwindale City Engineer annually	Life of Project	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM AQ-5	**Smog Alerts** Heavy equipment operations shall be discontinued during first and second stage smog alerts.	Athens Services / City of Irwindale Code Enforcement to inspect site in the event of a smog alert.	Life of Project	
MM AQ-6	**Construction Equipment** The use of 2010 model or newer construction equipment shall be required, where feasible.	Construction Contractor / City of Irwindale Code Enforcement	Construction	
MM AQ-7	**Construction Equipment** Older (prior to 2010 model year) construction equipment shall be retrofitted with appropriate emission control devices (Tier 2 or better) prior to onsite use.	Construction Contractor / City of Irwindale Code Enforcement	Construction	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM AQ-8	**Heavy Duty Equipment** Prior to commencement of operations, the Applicant shall develop a plan demonstrating that the off-road equipment (more than 50 horsepower) to be used in the construction project (i.e., owned, leased, and subcontractor vehicles) would achieve a project wide fleet-average 20 percent NO_x reduction and 85 percent PM reduction compared to the most recent CARB fleet average (i.e., Tier 2 equipment or better). Acceptable options for reducing emissions include the use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, add-on devices such as particulate filters, and/or other options as such are available.	Athens Services and City of Irwindale Senior Building Inspector	Construction	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM AQ-9	**Truck Idling** All construction vehicles, both on- and off-site, and construction equipment idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations). The construction contractor shall post visible signage within construction equipment operator components notifying equipment operators of the prohibiting against idling in excess of five minutes. The construction contractor shall provide awareness training to equipment operators regarding idling limits.	Athens Services and City of Irwindale Senior Building Inspector	Construction	
MM AQ-10	**Paint** Contractors shall use varying-pressure-low-volume paint applicators or other application techniques with equivalent or higher transfer efficiency.	Athens Services and City of Irwindale Senior Building Inspector	Construction	
MM AQ-11	**Paint** Use super compliant VOC (and ROG) coatings for all architectural applications. (Rule 1113 of the SCAQMD established a schedule of VOC limits for architectural coatings. However, many manufacturers have reformulated their coatings to levels well below these limits. These are referred to as "Super-Compliant" and contain less than 10 grams of VOC per liter.)	Athens Services and City of Irwindale Senior Building Inspector	Construction	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM AQ-12	**Fueling Station** Applicant shall properly maintain ROG emission control devices within the gasoline dispensing station pursuant to SCAQMD Rule 461.	Athens Services and City of Irwindale Senior Building Inspector City of Irwindale to observe during twice yearly inspections	Life of Project	
MM AQ-13	**Fueling Station** All gasoline dispensing facilities shall meet the requirements of SCAQMD's Rule 461 to limit ROG emissions from gasoline dispensing facilities, including but not limited to using CARB-certified vapor recovery systems and spill boxes and periodic testing of the equipment.	Athens Services and City of Irwindale Senior Building Inspector to observe during twice yearly inspections	Life of Project	
MM AQ-14	**Heavy Duty Diesel Trucks** Heavy-duty diesel trucks shall be properly tuned and maintained to manufacturers' specifications to ensure minimum emissions under normal operations.	Athens Services and City of Irwindale Senior Building Inspector to observe during twice yearly inspections	Life of Project	
MM AQ-15	**Transfer Trucks** The use of 2010 model or newer transfer trucks shall be required whenever older vehicles are replaced or upgraded, per SCAQMD Rule 1193.	Athens Services and City of Irwindale Senior Building Inspector to observe during twice yearly inspections	Life of Project	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM AQ-16	**Transfer Trucks** At project start, all heavy duty trucks entering the property must meet or exceed 2010 engine emission standards specified in California Code of Regulations Title 13, Article 4.5, Chapter 1, Section 2025.	Athens Services and City of Irwindale Senior Building Inspector to observe during twice yearly inspections	Life of Project	
MM AQ-17	**Off–Road Heavy Duty Equipment** The Project Applicant shall require all on-site off-road heavy-duty equipment (loaders, excavators, skid steer) to meet USEPA Tier 3 emissions standards (or Tier 4 emission standards, based on availability at the initiation of the Project)[1]. These on-site off-road construction equipment used in operation of the Project shall be outfitted with the BACT devices certified by CARB. Any emissions control device used by the applicant shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. A copy of the certified tier specification for each piece of heavy-duty equipment, BACT documentation, and CARB or SCAQMD operating permit shall be provided to the City prior to operation of the Project.	Athens Services and City of Irwindale Senior Building Inspector	Prior to the operational phase	

[1] The first federal standards (Tier 1) for new nonroad (or off-road) diesel engines were adopted in 1994 for engines over 37 kW (50 hp), to be phased-in from 1996 to 2000. In 1998, the USEPA signed the final rule introducing Tier 1 standards for equipment under 37 kW (50 hp) and increasingly more stringent Tier 2 and Tier 3 standards for all equipment with phase-in schedules from 2000 to 2008. The Tier 1-3 standards are met through advanced engine design, with no or only limited use of exhaust gas after treatment (oxidation catalysts). Tier 3 standards for NOx+HC are similar in stringency to the 2004 standards for highway engines. In 2004, the USEPA signed the final rule introducing Tier 4 emission standards, which are to be phased-in over the period of 2008 to 2015. The Tier 4 standards require that emissions of PM and NOx be further reduced by about 90 percent. Tier 2 engines reduce NOx emissions by approximately 37 percent compared to Tier 1 engines, while Tier 3 engines achieve a 62 percent reduction in NOx-HC emissions.

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM AQ-18	**Diesel Trucks Idling Times** All diesel truck operators shall strictly abide by the applicable State law requirements for idling, as described in the Airborne Toxic Control Measure (CCR, Title 13, Section 2485), which limits vehicles with gross vehicular weight ratings of more than 10,000 pounds to no more than five minutes of idling of the primary engine or the diesel-fueled auxiliary power system at any location. Trucks engaging in unloading at the Project site and load weighing/financial transactions at the scale house shall be prohibited from idling in excess of five minutes. Visible signage notifying truck operators of idling limits shall be posted near all site entrances. In the event third party collection haulers were required, all diesel truck operators that use the facility would be encouraged, and if reasonably possible by Athens to require contractually, to apply in good faith for funding from an established CARB or SCAQMD funding program to either retrofit or replace engines that are older than 2007 model year.	Athens Services and City of Irwindale Senior Building Inspector to observe during twice yearly inspections	Life of Project	
MM AQ-19	**Odor Control** Applicant shall minimize odors during operation of the MRF/TS by properly maintaining design features and equipment designed to reduce and eliminate odors and pursuant to provisions of SCAQMD Rule 410.	Athens Services and City of Irwindale Senior Building Inspector to observe during twice yearly inspections	Life of Project	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM AQ-20	**Odor Control** On-Site Management Plan No. 3; Athens Services Odor Control Program shall include a requirement that any and all odor complaints shall be referred directly to the City of Irwindale Community Development Department Code Enforcement Division. Odor complaints shall be substantiated by the City as follows: a. Inspection and confirmation by Code Enforcement Division Staff; and/or b. Inspection and confirmation by the SCAQMD; and/or c. A qualified consultant, as determined and selected by the City, will be retained to collect samples to quantify odor intensity using a Nasal Ranger or other comparable instrument. Such consultant shall be retained by the City at the sole expense of the Applicant. Facility representatives shall conduct an odor survey as soon as practical, but not to exceed 2 hours after receiving an odor complaint or notification from the SCAQMD or the LEA. Upon substantiation of an odor complaint, Applicant shall meet with the City within 48 hours to determine actions to remedy the odor complaint. A detailed action plan shall be prepared within 24 hours of the meeting identifying the steps to be taken to remedy the issue. All remedies shall be at	Athens Services and City of Irwindale Senior Building Inspector to observe during twice yearly inspections	Life of Project	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
	the sole expense of the Applicant and shall be implemented / installed as soon as feasible.			
MM AQ-21	**Odor Control** As a means to address public concerns and complaints regarding odors, the Project Applicant shall publicly post the SCAQMD odor complaint phone number [1-800-CUT-SMOG (1-800-288-7664)] and website address on signs that are visible from the street at all entrances to the MRF/TS facility. (http://www.aqmd.gov/complain/reporting_aq_problems.html)	Athens Services	Life of Project	
BIOLOGY				
MM BIO-1	**Pre-Construction Survey** The Applicant shall comply with the regulatory requirements of the federal Migratory Bird Treaty Act and California Fish and Game Codes §3503, §3503.5, and §3513 regarding Proposed Project grading and construction activities. *Pre-construction Surveys for Nesting Birds* The Applicant shall implement the following protective measures to ensure implementation of the Migratory Bird Treaty Act and compliance with State regulations during construction. To the extent feasible, the Applicant and/or the construction contractor(s) shall trim/remove all vegetation/tree limbs necessary for Proposed Project construction between September 1 and January 31. Should construction activities or	Athens Services / Qualified Biologist selected and overseen by City of Irwindale	Prior to initial grading permit	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
	vegetation removal commence between February 1 to August 31, pre-construction surveys for nesting birds shall be conducted for any affected tree(s) located within the public right of way by a qualified biologist to ensure that no active nests would be disturbed during project implementation. A preconstruction survey shall be conducted no more than 14 days prior to the initiation of demolition/construction activities. During this survey, the qualified person shall inspect the street trees located within the public right of way and areas immediately adjacent to the project site for nests. If an active nest is found close enough to the construction area to be disturbed by these activities, the qualified biologist, in consultation with the CDFW, shall determine the extent of a construction-free buffer zone to be established around the nest until the young have fledged.			
CULTURAL RESOURCES				
MM CR-1	**Native American Monitor** The Applicant and City shall consult with the Gabrieleño Band of Mission Indian Tribe, prior to on-site earthwork activities, to invite a Native American Monitor at the project site for the excavation and ground disturbance activities.	Athens Services / City of Irwindale Senior Planner / Gabrieleño Band of Mission Indian Tribe	Prior to earthwork	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM CR-2	**Archaeological Resources** In the event any previously undetected archaeological resources are encountered during project construction, all excavation and ground disturbance activities shall cease and a qualified archaeologist will be contacted within 24 hours to evaluate the nature and significance of any such discoveries. If a discovery proves to be significant, additional work (such as data recovery excavation) may be warranted. Work may be resumed with approval of the attending archeologist and City Staff. Further, should unforeseen artifacts become uncovered during site grading, the Applicant would be required to adhere to all City and State of California procedures, including Section 21083.2(i) of the CEQA Statutes and Section 15064.5 of the CEQA Guidelines regarding stoppage of work, handling of discovered materials, and notification of proper authorities to ensure that the construction/operation of the MRF/TS project would not have an adverse effect on cultural resources.	Athens Services / City of Irwindale Senior Planner / City-approved qualified archeologist	Life of Project	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM CR-3	**Paleontological / Geological Resources** In the event that any unknown (remaining) paleontological or geological resources are encountered during project implementation, the Applicant shall cease earthwork immediately and contact a qualified paleontologist or geologist within 24-hours to evaluate the nature and significance of any such discoveries. Work may be resumed with approval of the attending archeologist and City Staff.	Athens Services / City of Irwindale Senior Planner / City-approved qualified paleontologist or geologist	Life of Project	
MM CR-4	**Human Remains** If human remains are discovered during project activities, the City of Irwindale Planning Department and the Los Angeles County Coroner's office shall be notified within 24 hours under state law (California Health and Safety Code § 7050.5) and all activities in the immediate area of the find shall cease until appropriate and lawful measures have been taken. If the Coroner determines that the remains are Native American, the NAHC shall also be contacted (California Public Resources Code § 5097.98). In accordance with Section 5097.98 of the *California Public Resources Code,* the NAHC shall designate a Most Likely Descendent, who may make recommendations concerning the disposition of the remains in consultation with the City and the project archaeologist.	Athens Services / City of Irwindale Senior Planner	Life of Project	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
GEOLOGY				
PDF GEO-1	**Geotechnical Report** The Applicant shall have a California Registered Geotechnical Engineer prepare a site-specific Report to the satisfaction of the City Engineer prior to issuance of the grading permit. This report will be undertaken in accordance with the CGS Guidelines for Evaluating and Mitigating Seismic Hazards in California. This report will provide design specification to assure the Proposed Project is developed within accepted federal, State, and local laws, regulations, and guidelines.	Athens Services / City of Irwindale Engineer	Prior to issuance of a grading permit	
MM WQ-1	**Construction SWPPPs and BMPs** The Applicant shall comply with the project-specific National Pollutant Discharge Elimination System (NPDES) Permit requirements (such as the Storm Water Pollution Prevention Plans (SWPPPs) and Best Management Practices (BMPs) including: limiting construction access routes and stabilizing access points; staking/marking construction limits; protection of cut and fill surfaces from sheet, rill and gully erosion; stabilizing temporarily denuded areas with seeding, mulching, jute netting, hay bales and silt fences or other methods; designating specific areas for the stockpiling, handling, preparation and disposal of construction materials; quickly establishing groundcover and landscaping of areas designated to remain pervious; and/or waste material and litter control to prevent blockage of existing drainages).	Athens Services / City of Irwindale Engineer	Prior to issuance of a grading permit	

2020 Mitigation Monitoring and Reporting Program

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
HAZARDS AND HAZARDOUS MATERIALS				
PDF HAZ-1	**Safety Committee** The Applicant shall form a Safety Committee and include a minimum of one (1) City Staff personnel as a participating member. The Safety Committee shall function with two roles. One function will be to annually review the *On-Site Management Plans*. The second function will include monthly review of the MRF/TS Daily Operational Report for waste stream capacity review. On-Site Management Plans The purpose of the annual review shall be to confirm or update the standard of practice for the management plans. The review will include utilizing information obtained from operational records, vendors, and suggestions from insurance companies. MRF/TS Operational Report The purpose of the monthly review shall be to ensure compliance with the 6,000 tons per day (maximum).	Athens Services / City of Irwindale Engineer	Life of Project	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
PDF HAZ-2	On-Site Management Plans The Applicant shall prepare and have approved by the City On-Site Management Plans. Any and all future amendments to these management plans must be approved by the City. These plans include: 1) Litter Prevention and Control Plan; 2) Pest Control Plan; 3) Odor Control Plan; 4) Noise Control Plan; 5) Hazardous Materials Exclusion and Management Plan; 6) Fire Prevention, Control and Mitigation Plan; 7) Emergency Action Plan; and 8) Emergency Response Training Plan	Athens Services / City of Irwindale Engineer	Life of Project	
NOISE				
MM N-1	**Ambient Noise** Prior to construction, the construction contractor shall obtain authorization from Irwindale's building inspector to exceed the ambient base noise level by more than five (5) dBA during construction activities at the property boundary for industrial zoned land use.	Athens Services / City of Irwindale Building Inspector	Prior to construction	
MM N-2	**Construction Hours of Operation** The construction contractor shall limit all construction activities from 7 a.m. to 7 p.m. Monday through Saturday. No construction activity shall be conducted on Sundays or during legal holidays.	City of Irwindale Building Inspector	During construction	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM N-3	**Soundwall** The construction contractor shall construct the soundwall around the site perimeter during the initial construction phase to establish the means for noise reduction during subsequent construction and operations. In the event that the soundwall is not constructed prior to construction of the buildings, a temporary sound barrier or curtain shall be used as a temporary measure to reduce noise impacts (by at least 5 decibels) until the soundwall can be constructed.	Athens Services / City of Irwindale Building Inspector	Initial construction phase [within first 30 days]	
MM N-4	**Haul Route** The construction contractor shall operate and maintain a City-approved haul truck traffic route restricted to major traffic arteries, and prohibited from using Baldwin Park Boulevard south of Live Oak Avenue.	Athens Services, subject to review and approval of City Engineer	Prior to construction	
MM N-5	**Construction Equipment** The construction contractor shall provide construction equipment equipped, operated, and maintained with manufacturer recommended mufflers or the equivalent. The construction contractor shall locate staging and delivery areas as far as feasible from sensitive land uses or adjacent occupied buildings and schedule deliveries during daytime hours when residential areas south of the project site are less susceptible to annoyance from outside noise.	Athens Services / City of Irwindale Building Inspector	During construction	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM N-6	**Idling Time** The construction contractor shall post rules visible to drivers that require turning-off construction equipment when not in operation (for more than 5 minutes). The construction contractor shall shield stationary equipment operating under full power for more than 60 minutes that would otherwise not be shielded by the perimeter soundwall.	Athens Services / City of Irwindale Building Inspector	During construction	
MM N-7	**Ambient Noise** The Applicant shall implement all of the following: • For the western/southwestern property boundary (for approximately the first 450 feet of the property boundary north of Live Oak Avenue), the Applicant shall construct the 8-foot perimeter masonry soundwall on top of a two-foot berm so that the effective height of the soundwall would be 10 feet (with the exception that the berm is not required to be constructed on any utility easements). • The Applicant shall modify nighttime operations (10 p.m. – 7 a.m.) that result in verified noise complaints to eliminate objectionable noise during the nighttime hours. The applicant shall notify the City of any noise complaints received within 24 hours of receiving the complaint and	Athens Services / City of Irwindale Building Inspector and Senior Engineer	During construction	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
	provide a proposed amendment to the On-Site Management Plans to demonstrate a reduction in ambient noise within one (1) week, subject to review and approval of the City upon a finding that the amendment will result in compliance with adopted noise standards of the City of Irwindale and the City of Baldwin Park. • The Applicant shall obtain authorization by permit from the City to exceed ambient noise levels from facility operations on the western/northwestern boundary and the southern boundary (for 5 a.m. to 7 a.m.) pursuant to IMC Section 9.28.120. If the applicant does not obtain authorization by permit to exceed noise levels, the applicant will be required to modify operations to reduce noise levels between 5 a.m. to 7 a.m. to 65 dBA.			

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
TRAFFIC				
MM T-1	**Off-Site Improvement** To mitigate potential traffic impacts at I-605 NB Off-Ramp (NS) / Live Oak Avenue (EW)(#8), the developer will be required to construct or fund the following improvement: • Install a traffic signal. • Construct a 2nd northbound right turn lane. • Provide a 3rd westbound through lane by modifying the existing raised median. This will also provide additional queuing storage for the westbound left turn lane at the intersection of I-605 SB On-Ramp (NS) / Live Oak Avenue (EW).	Athens Services, subject to review and approval of City Engineer and Senior Building Inspector and Caltrans		
MM T-2	**Off-Site Improvement** To mitigate potential traffic impacts to I-605 SB Off-Ramp (NS) / Arrow Highway (EW)(#3), the developer will be required to construct or fund the following improvements: • Construct a 2nd southbound left turn lane.	Athens Services, subject to review and approval of City Engineer and Senior Building Inspector and Caltrans		

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM T-3	**Off-Site Improvement** To mitigate potential traffic impacts to Arrow Highway (NS) / Driveway 1 (EW), the Applicant shall be required to do the following: Prior to commencement of operations, the Applicant shall install a traffic signal and construct the intersection with the following geometrics: • Northbound Approach: One left turn lane (two way turn lane) and two through lanes. • Southbound Approach: Two through lanes and one right turn lane. • Eastbound Approach: One left turn lane and one right turn lane. • Westbound Approach: N/A	Athens Services, subject to review and approval of City Engineer and Senior Building Inspector and Caltrans	Prior to commencement of operations	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM T-4	**Off-Site Improvement** To mitigate potential traffic impacts to Arrow Highway (NS) / Driveway 2 (EW), the Applicant shall be required to do the following: Prior to commencement of operations, the Applicant shall install a stop control on the eastbound approach and construct the intersection with the following geometrics: • Northbound Approach: One left turn lane (two way turn lane) and two through lanes. • Southbound Approach: Two through lanes and one right turn lane. • Eastbound Approach: One shared left turn and right turn lane. • Westbound Approach: N/A	Athens Services, subject to review and approval of City Engineer and Senior Building Inspector and Caltrans	Prior to commencement of operations	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM T-5	**Off-Site Improvement** To mitigate the potential impact to Driveway 3 – Baldwin Park Boulevard (NS) / Live Oak Avenue (EW), the Applicant shall be required to do the following: Prior to commencement of operations, the Applicant shall modify traffic signal to include Project Driveway 3 (north leg) and construct the intersection with the following geometrics: • Northbound Approach: Two left turn lanes and one shared through-right turn lane. • Southbound Approach: One left turn lane and one shared through-right turn lane. • Eastbound Approach: One left turn lane (100-foot pocket length), two through lanes, and one defacto right turn lane. • Westbound Approach: One left turn lane, two through lanes, and one right turn lane.	Athens Services, subject to review and approval of City Engineer and Senior Building Inspector and Caltrans	Prior to commencement of operations	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
MM T-6	*Arrow Highway (NS) / Driveway 4 (EW)* – Install stop control on the eastbound approach and construct the right in / right out driveway intersection with the following geometrics: • Northbound Approach: Two through lanes (no left turn access). • Southbound Approach: One through lane and one shared through-right turn lane. • Eastbound Approach: One right turn lane. • Westbound Approach: N/A *Arrow Highway (NS) / Driveway 5 (EW)* – Install stop control on the eastbound approach and construct the right in / right out driveway intersection with the following geometrics: • Northbound Approach: Two through lanes (no left turn access). • Southbound Approach: One through lane and one shared through-right turn lane. • Eastbound Approach: One right turn lane. • Westbound Approach: N/A	Athens Services, subject to review and approval of City Engineer and Senior Building Inspector and Caltrans	Prior to commencement of operations	

Mitigation Measure Number	Mitigation Measure	Monitoring/Reporting Responsibility	Mitigation Timing	Mitigation Verification Signature/Date
WATER QUALITY AND HYDROLOGY				
PDF WQ-1	**Water Conservation/Energy Efficiency**. The Proposed Project shall be conditioned by the City to be certifiable at the Silver level utilizing U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED) green building rating systems. The LEED rating system requires water efficiency in the design of a project through water use reduction, efficient landscaping, and innovative wastewater treatment technologies, as well as sustainable site selection; energy performance standards; materials and resource selection criteria; and indoor air quality practices.	Athens Services, subject to review and approval of City Engineer	Athens Services shall submit for LEED certification when the project construction is complete.	

RESOLUTION NO. 791(21)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING TO THE CITY COUNCIL THE APPROVAL OF GENERAL PLAN AMENDMENT NO. 02-2016 TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION FROM COMMERCIAL TO COMMERCIAL/INDUSTRIAL ON PROPERTY LOCATED AT 2200 ARROW HIGHWAY (APN 8535-001-911), SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF

A. RECITALS.

(i.) Athens Services, 14048 Valley Boulevard, City of Industry, CA 91746, the Applicant, has made a request for a General Plan Amendment to allow for the construction and operation of a Materials Recovery Facility and Transfer Station (MRF/TS) with a convenience store and public gas station located at 2200 Arrow Highway – APN 8535-001-911 ("Project"). This General Plan Amendment is being processed concurrently with Zoning Ordinance Amendment No. 04-2016; Development Agreement No. 02-2016; Conditional Use Permit No. 08-2016; and Site Plan and Design Review (DA) Permit No. 06-2016.

(ii.) The proposed 265,228 square foot building area will include a MRF/TS, convenience store and public gas station on a 17.22-acre site that is zoned M-2 (Heavy Manufacturing).

(iii.) On January 20, 2021, the Planning Commission conducted a duly noticed public hearing, at which time they received input from staff, the City Attorney, and the Applicant; heard public testimony; discussed the Proposed Project; closed the public hearing; and, after discussion, approved this Resolution.

(iv.) The City has not received any comments or additional information constituting substantial new information requiring recirculation of any portion of the environmental review for the Project under Public Resources Code section 21092.1 and State CEQA Guidelines section 15088.5.

(v.) All the requirements of CEQA, the State CEQA Guidelines, and the City of Irwindale's Local CEQA Guidelines have been satisfied by the City in the 2020 FEIR, which is sufficiently detailed such that all of the potentially significant effects of the Project have been adequately evaluated.

(vi.) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Irwindale as follows:

SECTION 1. The Planning Commission hereby specifically finds that all of the statements set forth in the Recitals, Part A, of this Resolution are true and correct, and incorporated into this Resolution by reference as findings of fact.

SECTION 2. The Planning Commission hereby specifically finds and determines that it has been presented with the 2020 FEIR, which it has reviewed and considered along with all public testimony and the entirety of the administrative record. The Planning Commission further finds that the 2020 FEIR is an accurate and objective statement that has been completed in full compliance with CEQA, the State CEQA Guidelines and the City's Local CEQA Guidelines, and the 2020 FEIR reflects the independent judgment and analysis of the Planning Commission. The Planning Commission declares that no evidence of new significant impacts as defined by the State CEQA Guidelines section 15088.5 have been received by the City after circulation of the 2020 RDEIR which would require recirculation. Therefore, the Planning Commission recommends that the City Council certify the 2020 FEIR and adopt CEQA Findings of Facts and a Statement of Overriding Considerations, based on the entirety of the record of proceedings. A copy of the 2020 FEIR and Mitigation Monitoring and Reporting Program was posted on the City's website.

SECTION 3. Based upon substantial evidence presented to this Planning Commission during the public hearing conducted with regard to this Application, including written staff reports and verbal testimony, this Planning Commission hereby specifically finds as follows:

a. The approval of the proposed General Plan Amendment for property located at 2200 Arrow Highway (APN 8535-001-911) will resolve the inconsistency between the M-2 (Heavy Manufacturing) Zoning designation and the Commercial General Plan land use designation. Therefore, the proposed general plan amendment is consistent with Section California Government Code Section 65358(a) (Amendments), "If it deems it to be in the public interest, the legislative body may amend all or part of an adopted general plan."

b. The 17.22-acre site located at 2200 Arrow Highway is adequate in size, shape, topography, location, and other factors to accommodate the use and development proposed by the Project.

c. Adequate street access and traffic capacity are or will be available to serve the proposed Project and anticipated development in the surrounding area in that the site has direct access from Arrow Highway. Emergency access will also be provided from Live Oak Avenue.

d. Adequate utilities and public services are or will be available to serve the proposed development, as well as existing and anticipated development in the surrounding area in that 2200 Arrow Highway has direct access to utilities and public services.

e. The use and development, as described herein, will be compatible with the existing and intended character of the area, in that the site is located in an area predominantly zoned with industrial uses and is surrounded by uses of similar and greater intensity. The Santa Fe Dam Recreation Area is located northeast of the site across Arrow Highway. However, the recreation area is separated from the site by the dam. Therefore, the proposed use is compatible with the surrounding uses.

f. The proposed use, as described herein, will not be materially detrimental to the public welfare or injurious to the adjacent properties in that the proposed uses of 2200 Arrow Highway will be industrial and commercial, consistent with neighboring uses.

SECTION 4. Based upon the substantial evidence and conclusions set forth herein above and upon other oral evidence presented at the public hearing, this Planning Commission hereby recommends that the City Council adopt Resolution No. 791-20 amending the General Plan Land Use Map (Attachment A) from Commercial to Commercial/Industrial.

SECTION 5. The Planning Commission recommends that the City Council adopt General Plan Amendment No. 02-2016.

SECTION 6. The documents and materials that constitute the record of proceedings on which this Resolution has been based are located at 5050 N. Irwindale Avenue, Irwindale, California. The custodian for these records is the Community Development Manager. This information is provided in compliance with Public Resources Code section 21081.6.

SECTION 7. The Secretary shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a certified copy of this Resolution, by mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 20th day of January 2021.

Arthur R. Tapia, Chair

City of Irwindale Planning Commission

ATTEST:

Marilyn Simpson

Marilyn Simpson, Secretary

CITY OF IRWINDALE
COUNTY OF LOS ANGELES } ss.
STATE OF CALIFORNIA

I, Marilyn Simpson, Community Development Manager/City Planner of the City of Irwindale, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Planning Commission of the City of Irwindale held on the 21th day of January 2021, by the following vote:

AYES: COMMISSIONERS: R. Hartman, L. Corpis, R. Chico, E. Burrola, A. Tapia

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

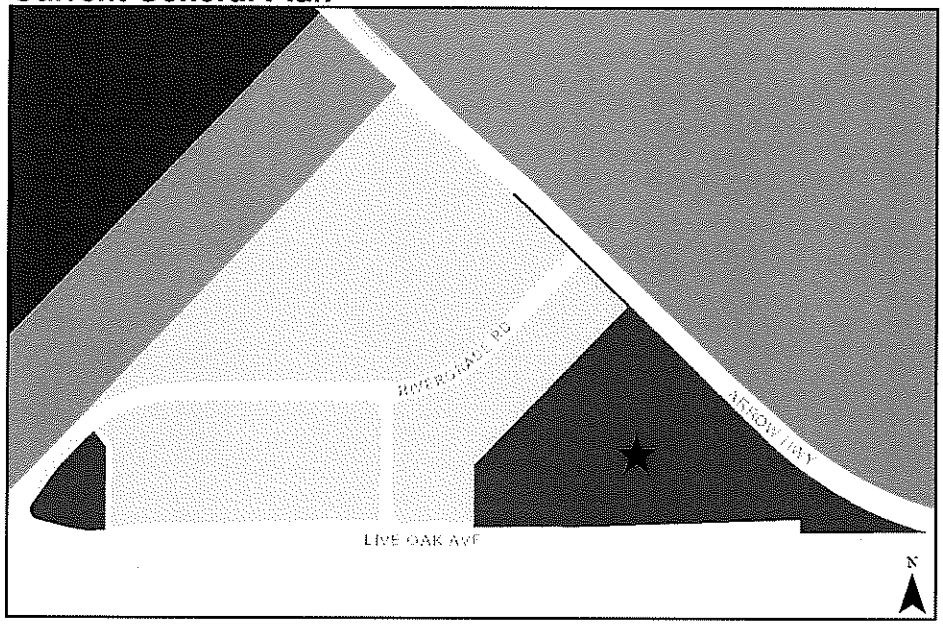
ABSTAIN: COMMISSIONERS:

Marilyn Simpson

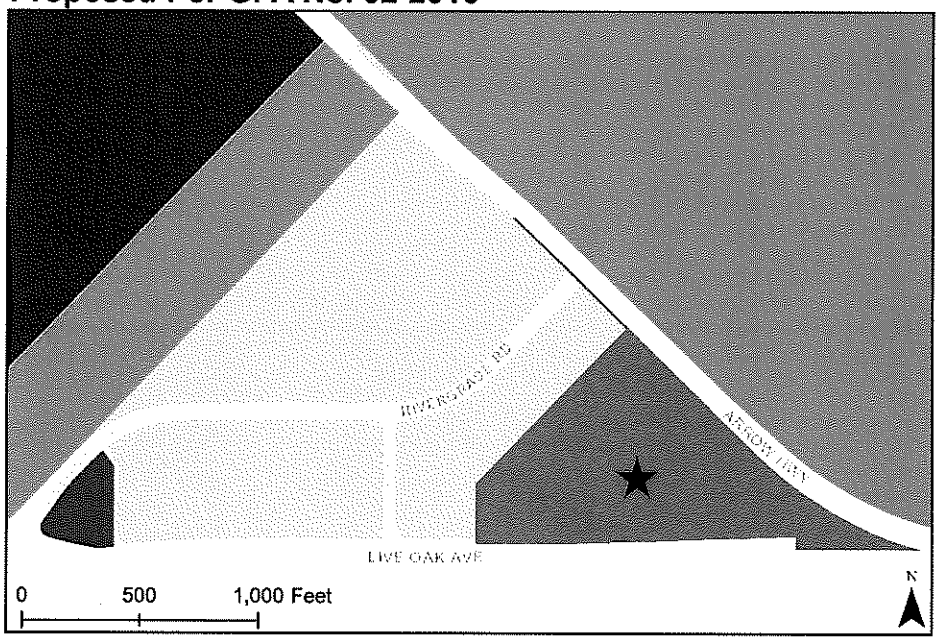
Marilyn Simpson, Secretary

" Attachment A "

Current General Plan



Proposed Per GPA No. 02-2016



Service Layer Credits: City of Irwindale, ESRI, SCAG

- Commercial
- Commercial / Industrial
- Regional Commercial
- Industrial / Business Park
- Open Space
- Subject Site

RESOLUTION NO. 792(21)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF IRWINDALE AMEND SECTION 8.20.370 OF THE IRWINDALE MUNICIPAL CODE REGARDING SOLID WASTE FRANCHISES, AMEND CHAPTERS 17.56 AND 17.58 OF THE CITY OF IRWINDALE MUNICIPAL CODE REGARDING MATERIAL RECOVERY FACILITIES IN THE M-2 (HEAVY MANUFACTURING) ZONE AND ADD SECTION 17.56.025 REGARDING DISTANCE REQUIREMENTS FOR ALCOHOL BEVERAGE ESTABLISHMENTS

A. RECITALS.

(i.) Athens Services, 14048 Valley Boulevard, City of Industry, CA 91746, the Applicant, has made a request for Zone Ordinance Amendment No. 04-2016 (ZOA) (Application) to the Irwindale Municipal Code (IMC) regarding material recovery facilities and distance requirements for alcohol beverage establishment conditional use permits (CUPs), which will affect properties Citywide;

(ii.) The City, through this resolution, wishes to recommend that the City Council amend the Municipal Code to allow a Material Recovery Facility as a permitted use in the M-2 Zone, and to modify the distance requirements for alcohol beverage establishments; and

(iii.) On January 20, 2021, the Planning Commission conducted a duly noticed public hearing, as required by law, and recommended that the City Council approve the Zone Ordinance Amendment; and

(iv.) All legal prerequisites to the adoption of this Resolution and Ordinance have occurred.

B. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Irwindale as follows:

SECTION 1. The Planning Commission finds that the above recitals are true and correct and incorporated herein by this reference.

SECTION 2. Based upon substantial evidence presented to this Planning Commission during the public hearing conducted with regard to the Application, including written staff reports and verbal testimony, this Planning Commission hereby specifically finds as follows:

a. That the proposed ZOA is consistent with the City's General Plan Land Use Designation, as amended, and the Zoning Designation.

b. The proposed ZOA to allow a Materials Recovery Facility & Transfer Station is in the best interests and welfare of the City and its residents. The proposed Project will protect public health, safety, and welfare, to control pest and nuisance vectors and to carry out the mandatory duties imposed on the City by the State of California.

c. The proposed ZOA modifies the minimum distance requirement to be waived if it is determined that a substantial physical obstruction or barrier exists that would cause access to the site to be in excess of the minimum distance. The Project site is located at the back of the Santa Fe Dam Recreation Area and is separated by Arrow Highway, a multi-laned arterial roadway and the proposed use is located at such a distance so as not to have an adverse effect on the recreation area.

SECTION 2. The Planning Commission hereby specifically finds and determines that the project, as proposed, pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and recommends that the City Council certify the 2020 Final Environmental Impact Report (2020 FEIR) (SCH#2013051029) for the Project. A copy of the 2020 FEIR and Mitigation Monitoring and Reporting Program was posted on the City's website.

SECTION 3. The Planning Commission hereby specifically finds and determines the project, as proposed, pursuant to the authority and criteria contained in CEQA of 1970, as amended, the State CEQA Guidelines, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has reviewed and considered the 2020 FEIR, including 2020 Recirculated Draft Environmental Impact Report ("2020 RDEIR") for the proposed Materials Recovery Facility and Transfer Station ("MRF/TS") Project in Irwindale, California that identified and evaluated specific environmental effects of the proposed project as directed by the Superior Court of California in its September 2019 Decision and Writ of Mandate. All other portions of the 2014 Final EIR and Addendum No. 1, upheld by the Court, remain a part of the 2020 Recirculated DEIR and 2020 FEIR and the Findings attached as Exhibit A to Resolution No. 790(21). The 2020 RDEIR addressed four (4) specific environmental topics, including: 1) Truck Fueling Operations; 2) Greenhouse Gas Emissions; 3) Transportation Energy Use; and 4) Project-Specific Air Emissions Health Risks. The analyses concluded that truck fueling operations, greenhouse gas emissions and transportation energy will have less-than-significant environmental effects. The analysis of project-specific air emissions concluded that it is scientifically infeasible to substantively connect an individual project's criteria air pollutant emissions to public health consequences of regional air quality conditions. A copy of the 2020 FEIR and Mitigation Monitoring and Reporting Program was posted on the City's website. The Planning Commission has reviewed and considered the 2020 FEIR as a basis of its decision making for the proposed Project.

SECTION 4. The Planning Commission recommends that the City Council adopt Ordinance No. 752, a true and correct copy of which is attached hereto as Attachment 1, which amends Chapters 8.20, 17.56, and 17.58 of the Irwindale Municipal Code as shown therein.

SECTION 5. The Secretary shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED this 20th day of January 2021.

Arthur R. Tapia, Chair
City of Irwindale Planning Commission

ATTEST:

Marilyn Simpson, Secretary

CITY OF IRWINDALE
COUNTY OF LOS ANGELES } ss.
STATE OF CALIFORNIA

I, Marilyn Simpson, Community Development Manager/City Planner of the City of Irwindale, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Planning Commission of the City of Irwindale held on the 20th day of January 2021, by the following vote:

AYES:	COMMISSIONERS:	R.Hartman, L. Corpis, R. Chico, E. Burrola, A. Tapia
NOES:	COMMISSIONERS:	
ABSENT:	COMMISSIONERS:	
ABSTAIN:	COMMISSIONERS:	

Marilyn Simpson, Secretary

ATTACHMENT 1
ORDINANCE NO. 752 FOR
ZONE ORDINANCE AMENDMENT NO. 04-2016

ORDINANCE NO. 752

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTION 8.20.370 OF THE IRWINDALE MUNICIPAL CODE REGARDING SOLID WASTE FRANCHISES, AMENDING CHAPTERS 17.56 AND 17.58 OF THE CITY OF IRWINDALE MUNICIPAL CODE REGARDING MATERIAL RECOVERY FACILITIES IN THE M-2 (HEAVY MANUFACTURING) ZONE AND ADDING SECTION 17.56.025 REGARDING DISTANCE REQUIREMENTS FOR ALCOHOL BEVERAGE ESTABLISHMENTS

A. RECITALS.

WHEREAS, the City of Irwindale, 5050 Irwindale Avenue, Irwindale, CA 91706, the Applicant, has made a request for Zone Ordinance Amendment No. 04-2016 (ZOA) to the Irwindale Municipal Code (IMC) regarding material recovery facilities and distance requirements for alcohol beverage establishment conditional use permits (CUPs), which will affect properties Citywide;

WHEREAS, the City, through this ordinance, wishes to amend the Municipal Code to allow a Materials Recovery Facility as a permitted use in the M-2 Zone, and to modify the distance requirements for alcohol beverage establishments; and

WHEREAS, on January 20, 2021, the Planning Commission conducted a duly noticed public hearing, as required by law, and approved Resolution No. 792(17) recommending that the City Council approve the Zone Ordinance Amendment; and

WHEREAS, on February 24, 2021, the City Council conducted a duly noticed public hearing, as required by law, on the Application, including this Ordinance; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

B. ORDINANCE.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council finds that the above recitals are true and correct and incorporated herein by this reference.

SECTION 2. The City Council hereby specifically finds and determines that the project, as proposed, pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and on February 24, 2021 certified the 2020 Final Environmental Impact Report (2020 FEIR) (SCH#2013051029).

SECTION 3. The City Council hereby specifically finds and determines the project, as proposed, pursuant to the authority and criteria contained in CEQA of 1970, as

amended, the State CEQA Guidelines, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has reviewed and considered the 2020 FEIR, including 2020 Recirculated Draft Environmental Impact Report ("2020 RDEIR") for the proposed Materials Recovery Facility and Transfer Station ("MRF/TS") Project in Irwindale, California that identified and evaluated specific environmental effects of the proposed project as directed by the Superior Court of California in its September 2019 Decision and Writ of Mandate. All other portions of the 2014 Final EIR and Addendum No. 1, upheld by the Court, remain a part of the 2020 Recirculated DEIR and 2020 FEIR and the Findings attached as Exhibit A to Resolution No. 790(21). The 2020 RDEIR addressed four (4) specific environmental topics, including: 1) Truck Fueling Operations; 2) Greenhouse Gas Emissions; 3) Transportation Energy Use; and 4) Project-Specific Air Emissions Health Risks. The analyses concluded that truck fueling operations, greenhouse gas emissions and transportation energy will have less-than-significant environmental effects. The analysis of project-specific air emissions concluded that it is scientifically infeasible to substantively connect an individual project's criteria air pollutant emissions to public health consequences of regional air quality conditions. A copy of the 2020 FEIR and Mitigation Monitoring and Reporting Program was posted on the City's website.

SECTION 4. Section 8.20.370 of the Irwindale Municipal Code is removed and replaced to read, in its entirety, as follows:

"8.20.370 - Right to grant franchise.

A. In order to protect public health, safety, and welfare, to control pest and nuisance vectors and to carry out the mandatory duties imposed on the city by the State of California, the city council may authorize one or more contractors to make arrangements with generators of solid waste for the collection, transportation, recycling and disposal of solid wastes within and throughout the city. To this end, the city council, subject to all applicable state laws, specifically retains the right to grant a limited, non-exclusive or exclusive franchise or franchises for the (i) collection of solid waste from any residential unit or commercial premises, and/or (ii) operation of a Material Recovery Facility/Transfer Station (as such term is defined in Section 17.56.070).

B. No solid waste enterprise or other person shall undertake the (i) collection of solid waste from any residential unit or commercial premises, and/or (ii) operation of a Material Recovery Facility/Transfer Station (as such term is defined in Section 17.56.070) without first obtaining a franchise granted by the city council, in writing, naming the contractor. Any specific exceptions to the foregoing franchise requirement may be designated in the city's duly-adopted franchise contract.

C. The term of each franchise shall be set forth in the franchise agreement. A reasonable franchise fee shall be included within every franchise granted pursuant to this chapter. The amount and payment thereof shall be determined by the city council, and shall be set forth in the franchise agreement. A penalty for late payments may be imposed.

D. A grant of franchise pursuant to this Section shall be made in the discretion of the city council and consistent with Irwindale City Charter Section 608."

SECTION 5. Section 17.56.025 is added to the Irwindale Municipal Code to read, in its entirety, as follows:

"17.56.025 – Uses requiring a development agreement.

The uses listed below shall be allowed in the M-2 zone with either (A) a conditional use permit, or (B) a development agreement that (i) meets the requirements of Government Code sections 65864-65869.5, and (ii) includes development standards that ensure the public's health, safety and welfare and that any development is consistent with the City's General Plan and any other applicable land use plan(s):

1. Material Recovery Facility/Transfer Station, if said facility is also approved in conjunction with a franchise agreement granting a limited, non-exclusive or exclusive franchise for operation of said Material Recovery Facility/Transfer Station.
2. (Reserved).

When a use is allowed by development agreement or conditional use permit in this Section, all ancillary uses can be approved by such development agreement or conditional use permit so long as appropriate and required findings can be made. Approval of a development agreement pursuant to this Section shall also qualify as an entitlement approval equivalent to that of approval of a conditional use permit, and shall be treated as a conditional use permit approval, for the purposes of any other provisions of this Title 17. Nothing in this section is intended to limit other uses that may be included in a development agreement as otherwise allowed in Sections 17.56.010 and 17.56.020 for the M-2 zone."

SECTION 6. Section 17.56.030, at Subsection A, of the Irwindale Municipal Code is amended to read, in its entirety, as follows (new text, if any, is identified in underlined, deleted text, if any, is identified in ~~strike through~~), with all provisions of Subsections B and C remaining unmodified and in full effect

17.56.030 - Limitation on permitted uses.

Every use permitted in the M-2 zone shall be subject to the following limitations:

A. Unless a specific provision of this Chapter 17.56 authorizes lesser setback requirements, the following general requirements apply. When an M-2 lot fronts or sides upon a street, public or private, when adjacent to residential and agricultural zones, there shall be maintained front and side

yards of not less than fifty feet in depth along such thoroughfare. When an M-2 lot fronts or sides upon a street, public or private, when adjacent to commercial and M zones, there shall be maintained front and side yards of not less than twenty feet in depth along such thoroughfare. A landscaping area, not less than twenty feet in width, shall be maintained along all street frontage of such lots. The following accessory uses shall be permitted in such front or side yard areas:

1. Landscaping;
2. Passenger vehicle parking (only if surfaced in such manner as to eliminate dust or mud);
3. Employees' recreational area without structures;
4. An ornamental, open type fence, not over eight feet in height, made of material such as woven wire, wood, welded wires, chain link, or wrought iron.
5. Utility or other easements.

. . . ."

SECTION 7. Section 17.56.070 of the Irwindale Municipal Code is amended to read, in its entirety, as follows (new text, if any, is identified in underlined, deleted text, if any, is identified in ~~strike through~~):

"17.56.070 - Recycling facilities—Definitions.

For the purpose of carrying out the purpose of this code, the words, phrases and terms included in this title shall have the meaning ascribed to them in this chapter. The use of the terms "collection facilities" or "processing facilities" herein, whether large or small, shall not apply to ~~either (i) materials recovery facilities and transfer stations (MRF/TS), which are facilities operated by a city-franchised waste hauler for the recovery of recyclable materials from the municipal waste stream, including its city-approved related or incidental uses~~; (~~ii~~) auto dismantling/recycling facilities or junk/salvage/scrap yards; (iii) asphalt plants; (~~iii~~iv) concrete plants; (iv) concrete product manufacturing,(~~vi~~) rubberized materials/tire recycling and (~~vii~~) landfills.

A. Large Collection Facilities. A center for the acceptance by donation, redemption or purchase of recyclable materials from any person. Such a facility uses power driven processing equipment. Large collection facilities have storage areas that occupy more than five hundred square feet.

B. Large Processing Facilities. A facility used for the collection and processing of recyclable materials that occupies twenty-five thousand square feet or more of gross collection, processing and storage area.

C. Small Collection Facilities. A center for the acceptance by donation, redemption or purchase of recyclable materials from the public. Such a

facility does not use power driven processing equipment. Small collection facilities have storage areas that occupy no more than five hundred square feet.

D. Small Processing Facilities. Same as large processing facility, but occupies twenty-four thousand nine hundred ninety-nine square feet or less of gross collection, processing and storage area.

E. Material Recovery Facilities/Transfer Stations (MRF/TS). Facilities operated by a city-franchised waste hauler for the recovery, processing and/or transfer of recyclable materials, refuse and solid waste from the municipal waste stream, including its city-approved related or incidental uses."

SECTION 8. Section 17.56.090 of the Irwindale Municipal Code is amended to add a new subsection C to read as follows, with all provisions of Subsections A and B remaining unmodified and in full effect:

"17.56.080 - Recycling facilities—Criteria and standards.

. . . .

C. Material Recovery Facilities/Transfer Stations (MRF/TS).

1. Must be approved by development agreement and limited, non-exclusive or exclusive franchise agreement, pursuant to which additional standards beyond those required in this subsection C may apply.

2. Any storage containers or other equipment or materials must be stored in a manner so as to be adequately screened from the public right of way.

3. Any storage container must be located a minimum of ten feet from any property line.

4. Containers must be constructed and maintained with durable waterproof and rustproof materials, adequately painted and maintained in good condition.

5. Sufficient parking for operator's commercial and employee vehicles, as well as visitor parking, in the amount required per Section 17.64 shall be provided.

6. Must have all applicable permits from the California Department of Conservation and meet the requirements of the California Beverage Container Recycling and Litter Reduction Act of 1986.

7. The facility shall be clearly marked with the name and telephone number of the facility operator and the hours of operation. Identification and informational signs shall be subject to the sign standards applicable to the zone in which the facility is located. Onsite directional signs, bearing no advertising message, may be installed with the approval of the planning director, if necessary, to facilitate traffic circulation or if the facility is not

visible from the public right-of-way. Directional signs shall include the city's logo.

8. The City of Irwindale must receive the source credit for the collections and processing.

9. No hazardous materials, including but not limited to, automotive fluids shall be permitted on site. Any hazardous materials inadvertently introduced into the site shall be disposed of immediately per state law requirements.

10. The facility is subject to annual inspections by the city to verify compliance with approved conditions of approval and applicable law.

11. The facility must submit reports for yearly disposal and diversion amounts to be reviewed by the planning department and finance department. Diversion activities must be in accordance with all applicable federal, state and local requirements.

12. The facility is required to obtain a city business license.

13. Except for small quantities of CRV materials, if warranted as determined by the community development director and in accordance with state law requirements, the facility will be required to maintain a customer log; at which time the customer must show valid identification, such as a state issued driver's license, identification card and/or thumb print where applicable.

14. All portions of the lot, other than approved landscaping areas, shall be paved.

15. Adequate security measures shall be established, including but not limited to, cameras with recording capabilities, motion sensors and lighting.

16. Any request for expansion of an existing facility requires a modification of the previously approved development agreement or conditional use permit, unless such modification meets criteria for minor modifications per the development agreement or conditional use permit conditions.

17. Hours of operation shall be established in the development agreement or conditional use permit.

18. Minor repairs shall be permitted for fleet vehicles and machinery only. All repairs must be done within an enclosed building or shielded from the public right of way and be limited to oil changes, tire changes and the like.

19. Recycling activities must be in accordance with all applicable federal, state and local requirements.

20. Minimum landscaping requirements shall be per the approved site plan and shall not be subject to the minimum requirements otherwise applicable in the M-2 zone.

21. Must comply with all applicable environmental mitigation measures at all times, including odor and noise, and promptly and adequately address all complaints received from the general public and report same to the community development director within 48 hours.

22. To the extent a duly-approved development agreement or conditional use permit contains terms or conditions more specific than the ones contained in this Section or elsewhere in the Code, the more specific terms shall control."

SECTION 9. Section 17.56.020 of the Irwindale Municipal Code is amended to add the following numbered item to the list of uses requiring a conditional use permit: "43. Material Recovery Facilities/Transfer Stations (MRF/TS), conditional use permit or development agreement, if said facility is also approved in conjunction with a franchise agreement and subject to all requirements of Section 17.56.025". Other provisions of Section 17.56.020 shall remain unchanged.

SECTION 10. Subsection A of Section 17.58.040 of the Irwindale Municipal Code is amended to read, in its entirety, as follows (new text, if any, is identified in underlined, deleted text, if any, is identified in ~~strike through~~):

"A conditional use permit shall not be issued to a proposed on-sale or off-sale alcoholic beverage establishment if the proposed establishment would be located within three hundred feet from another such establishment or any residential use, church or other place of worship, or hospital; or within one thousand feet from an educational institution, nursery school, day camp, day care center, public park, or playground, as such distances are measured from the closest property line of each use. Notwithstanding any provision in this chapter to the contrary, an "existing deemed approved alcoholic beverage establishment" which is seeking to obtain a conditional use permit shall not be required to comply with these distance requirements as part of the conditional use permit process. In addition, these distance requirements shall not apply to the location of any proposed on-sale or off-sale alcoholic beverage establishment within a bona fide restaurant or specialty food store as such terms are defined in Section 17.58.020.

The minimum distance requirement provided in this section may be waived by the development services director or the decision-making body, if in his/her/its reasonable judgment, it is determined that a substantial physical obstruction or barrier exists, such that it is practically infeasible for an individual to travel the distance (including by foot, bicycle or vehicle) as measured by property lines and the actual distance travelled would in reasonable likelihood be in excess of the minimum distance requirement. The substantial physical obstruction or barrier may be natural or man-made, provided it existed before submission of the application for the conditional use permit or development agreement. Examples of types of physical

obstructions or barriers that may support a waiver include but are not limited to, restricted access highways or freeways, rivers or creeks, stormwater channels, large embankments or soundwalls."

5. The Chief Deputy City Clerk shall:

   a. Certify to the adoption of this Ordinance; and

   b. Forthwith transmit a certified copy of this Ordinance, by certified mail, to the Applicant at the address of record set forth in the Application.

PASSED, APPROVED AND ADOPTED this 24th day of February 2021.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Ordinance No. 752 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 24th day of February 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

RESOLUTION NO. 793(21)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING THAT THE CITY COUNCIL APPROVE DEVELOPMENT AGREEMENT NO. 02-2016 ATHENS SERVICES TO ALLOW THE CONSTRUCTION AND OPERATION OF A MATERIALS RECOVERY FACILITY AND TRANSFER STATION, CONVENIENCE STORE AND PUBLIC GAS STATION ON PROPERTY LOCATED AT THE 2200 ARROW HIGHWAY (APN 8535-001-911) SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF

A. RECITALS.

(i.) Athens Services, 14048 Valley Boulevard, City of Industry, CA 91746, the Applicant, has made a request for a General Plan Amendment to allow for the construction and operation of a Materials Recovery Facility and Transfer Station (MRF/TS) with a convenience store and public gas station located at 2200 Arrow Highway – APN 8535-001-911 ("Project"). The proposed Development Agreement (DA No. 02-2016) is attached hereto as Attachment 1 and incorporated herein. Ordinance No. 753, approving Development Agreement No. 02-2016 is attached as Attachment 2.

(ii.) The Property is located on a 17.22-acre parcel on the south side of Arrow Highway. The convenience store will be approximately 2,587 square feet and there will be eight gas or diesel pumps on an island with an overhead canopy. The convenience store will sell beer and wine. The Subject Property is zoned M-2 (Heavy Manufacturing).

(iii.) On January 20, 2021, the Planning Commission, at a public hearing, at which time they received input from staff, the City Attorney, and the Applicant; heard public testimony; discussed the proposed project; closed the public hearing; and, after discussion, approved this Resolution.

(iv.) The City has not received any comments or additional information constituting substantial new information requiring recirculation of any portion of the environmental review for the Project under Public Resources Code section 21092.1 and State CEQA Guidelines section 15088.5.

(v.) All the requirements of CEQA, the State CEQA Guidelines, and the City of Irwindale's Local CEQA Guidelines have been satisfied by the City in the 2020 FEIR, which is sufficiently detailed such that all of the potentially significant effects of the Project have been adequately evaluated.

(vi.) All other legal prerequisites to the adoption of this Resolution and Ordinance have occurred.

B. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Irwindale as follows:

SECTION 1. The Planning Commission hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Resolution are true and correct.

SECTION 2. The Planning Commission hereby specifically finds and determines that the Project, as proposed and including Development Agreement No. 02-2016, has been adequately analyzed in the 2020 FEIR (SCH#2013051029) that the Planning Commission has separately recommended be certified by the City Council. A copy of the EIR and Mitigation Monitoring and Reporting Program was posted on the City's website.

SECTION 3. The Planning Commission hereby specifically finds and determines the project, as proposed, pursuant to the authority and criteria contained in CEQA of 1970, as amended, the State CEQA Guidelines, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has reviewed and considered the 2020 FEIR, including 2020 Recirculated Draft Environmental Impact Report ("2020 RDEIR") for the proposed Materials Recovery Facility and Transfer Station ("MRF/TS") Project in Irwindale, California that identified and evaluated specific environmental effects of the proposed project as directed by the Superior Court of California in its September 2019 Decision and Writ of Mandate. All other portions of the 2014 Final EIR and Addendum No. 1, upheld by the Court, remain a part of the 2020 Recirculated DEIR and 2020 FEIR and the Findings attached as Exhibit A to Resolution No. 790(21). The 2020 RDEIR addressed four (4) specific environmental topics, including: 1) Truck Fueling Operations; 2) Greenhouse Gas Emissions; 3) Transportation Energy Use; and 4) Project-Specific Air Emissions Health Risks. The analyses concluded that truck fueling operations, greenhouse gas emissions and transportation energy will have less-than-significant environmental effects. The analysis of project-specific air emissions concluded that it is scientifically infeasible to substantively connect an individual project's criteria air pollutant emissions to public health consequences of regional air quality conditions. A copy of the 2020 FEIR and Mitigation Monitoring and Reporting Program was posted on the City's website. The Planning Commission has reviewed and considered the 2020 FEIR as a basis of its decision making for the proposed Project.

SECTION 4. Based upon the substantial evidence and conclusions set forth herein above, this Planning Commission hereby recommends that the City Council approve the proposed Development Agreement subject to the terms and conditions set forth in the Development Agreement attached hereto and by this reference incorporated herein, which conditions are deemed necessary to protect the public health, safety and general welfare and are reasonable and proper in accordance with the intent and purposes of Title 17 of the Irwindale Municipal Code.

SECTION 5. That the provisions of the proposed Development Agreement are consistent with the City's General Plan, as amended by General Plan Amendment No. 02-2016. The project site land use designation will be Commercial/Industrial, which permits

light industry, heavy industry, and commercial uses, consistent with the proposed MRF/TS and convenience store/public gas station project.

SECTION 6. The Secretary shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a certified copy of this Resolution, by mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 20th day of January 2021.

Arthur R. Tapia, Chair
City of Irwindale Planning Commission

ATTEST:

Marilyn Simpson
Secretary

CITY OF IRWINDALE
COUNTY OF LOS ANGELES } ss.
STATE OF CALIFORNIA

I, Marilyn Simpson, Community Development Manager/City Planner of the City of Irwindale, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Planning Commission of the City of Irwindale held on the 20th day of January 2021, by the following vote:

AYES: COMMISSIONERS: R. Hartman, L. Corpis, R. Chico, E. Burrola, A. Tapia

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

Marilyn Simpson, Secretary

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ATTACHMENT 1
DEVELOPMENT AGREEMENT NO. 02-2016

ATTACHMENT 2
ORDINANCE NO. 753 FOR
DEVELOPMENT AGREEMENT NO. 02-2016

DEVELOPMENT AGREEMENT No. 02-2016

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into on _____, _____, by and between the CITY OF IRWINDALE ("City"), a municipal corporation, and ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES, a California corporation ("ATHENS") (individually a "Party" and collectively, the "Parties").

RECITALS:

A. Recitals and Capitalized Terms. The recitals in this Agreement constitute part of this Agreement and each Party shall be entitled to rely on the truth and accuracy of each recital as an inducement to enter into this Agreement. The capitalized terms used in these recitals and throughout this Agreement shall have the meaning assigned to them in Article 1. Any capitalized terms not defined in Article 1 shall have the meaning otherwise assigned to them in this Agreement or apparent from the context in which they are used.

B. Legislation Authorizing Development Agreements. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the legislature of the State of California (the "Legislature") adopted the Development Agreement Statute, Section 65864 *et seq.*, of the Government Code, authorizing City to enter into an agreement with any person having a legal or equitable interest in real property providing for the development of such property and establishing certain development rights therein.

C. Integrated Waste Management Act. The Legislature, by enactment of the California Integrated Waste Management Act of 1989 (Public Resources Code Section 40000 *et seq.* (the "Act"), has directed all local jurisdictions to promote recycling and to maximize the use of feasible source reduction, recycling and composting options in order to reduce the amount of solid waste required to be disposed of by land disposal. Furthermore, the Puente Hills Landfill, a major solid waste disposal facility for the region has closed as of October 31, 2013, resulting in the need for additional waste processing facilities and transfer stations to be developed in the region to meet the solid waste management needs of jurisdictions and protect public health and safety.

D. GHG Reduction. The Legislature, by enactment of the Global Warming Solutions Act of 2006 ("AB 32"), has declared that the reduction of greenhouse gas emissions ("GHGs") that cause climate change is among the state's top priorities. Local governments will play a vital role in the implementation of AB 32 by identifying opportunities and best practices to increase waste reduction and recycling, thereby reducing carbon emissions. ATHENS' operation of a mixed waste recycling system will contribute to GHG emissions reductions by reducing fuel consumption and vehicle miles traveled in performing waste collection and diversion activities for the City and by recovering and recycling commodities in the waste stream.

E. The MRF/TS Project. On January 6, 2005, the City issued a Request for Expressions of Interest and Statements of Qualifications ("REI/SOQ") from interested and qualified parties to plan, permit, build, operate and maintain a state-of-the-art regional municipal solid waste transfer station and recovery facility at a location in the City to manage and process solid waste generated within and outside of the City, and received multiple responses thereto. On March 3, 2005, ATHENS submitted a proposal in response to the City's REI/SOQ that met or exceeded all requirements of the REI/SOQ by proposing the construction and operation of a Materials Recovery Facility and Transfer Station (the "MRF/TS") accompanied by a public Fueling Facility/Convenience Store and appurtenant improvements (collectively, the "Project"). On June 25, 2008, in order to reduce blight and promote industrial development in the Redevelopment Area and fulfill the City's obligation under the Act, City and ATHENS, along with the former Irwindale Community Redevelopment Agency ("Former RDA"), entered into that certain Memorandum of Understanding regarding the Project (as amended, the "MOU"), including its development and operation of the proposed MRF/TS. The Parties intend that the MRF/TS will provide for the long-term management and recycling of municipal solid waste generated in the City. The MRF/TS will serve as a point to accept, process, recover, and transfer mixed municipal waste ("MMW") and residue following diversion activities to an appropriate permitted end-point disposal facility. The Facility Scope & Components are further described in Exhibit "A" hereto.

F. DDA with Agency. The Project is proposed to be developed on a parcel owned by the Successor Agency to the Irwindale Community Redevelopment Agency ("Agency"), which parcel is legally described and depicted in Exhibit "B" hereto (the "Site"). The Agency was formed pursuant to Health & Safety Code § 34167.5, which made the Agency the successor-in-interest to all assets and obligations of the Former RDA. On December 29, 2011, the California State Supreme Court issued a ruling on the constitutional validity of two 2011 legislative budget trailer bills, ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), which resulted in the outright dissolution of all 425 redevelopment agencies in the State of California. As part of that dissolution process, former redevelopment lands, like the Site, inured to successor agencies by operation of law. Moreover, the dissolution laws provide a process for the disposition and/or transfer of assets, including property holdings of the Former RDA. Subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012), which was passed, signed, and enacted on June 28, 2012, provided further detailed procedures governing the disposition of Former RDA assets such as the Site. It is anticipated that ATHENS will enter into a separate Disposition and Development Agreement (the "DDA") that will establish the terms by which the Agency's interest in the Site will be conveyed to ATHENS.

G. ATHENS as Qualified Operator. ATHENS is a family owned and operated company that has been providing refuse removal and recycling services in Southern California (the largest in Los Angeles County) for more than 50 years. ATHENS currently operates a MRF in the unincorporated area of Los Angeles County near the City of Industry, the first of its kind in the area. Since 1957 ATHENS has been a leader in the waste industry providing state-of-the-art services including automated waste and recycling collection, green waste recycling, food waste/organics collection and composting, commercial bin and compactor services, construction and demolition services, special waste transportation, transfer and material recovery, storage box rentals, and street/parking lot sweeping in many areas of Southern California. As owners and operators of an existing MRF and a composting facility, ATHENS offers the highest diversion waste and recycling programs for residential, commercial and municipal locations.

H. Public Benefits of Project. The grant of development rights hereunder is made in consideration for ATHENS' good faith efforts to complete the development of a MRF/TS to accept, process, recover, and transfer MMW and residue following diversion activities to an appropriate permitted disposal facility. The Project will benefit the City by creating new jobs in the community, diversifying and expanding the City's revenue base, revitalizing a blighted area and the general economy of the City, improving the City's compliance with State-mandated waste reduction requirements, and promoting recycling and refuse rate stability for residents and businesses within the community. The Project will also benefit the public by serving the MMW management needs of other jurisdictions in the region, reducing municipal costs, and protecting public health and safety.

I. Intent of the Parties. The Parties have determined that the Project is a development for which a development agreement is appropriate. The Parties desire to define the parameters within which the obligations of ATHENS for infrastructure and public improvements and facilities will be met, and to provide for the orderly development of the Project, assist in attaining the most effective utilization of resources within the City, and otherwise achieve the goals of the Development Agreement Statute. In consideration of these benefits to City and the public benefits of the development of the Project, ATHENS will receive assurances that the City shall grant all permits and approvals required for total development of the Project in accordance with this Agreement.

J. Public Hearings: Findings. In accordance with the requirements of the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.* ("CEQA")), appropriate studies, analyses, reports or documents were prepared and considered by the City Council and Agency Board for the Project in conjunction with their joint consideration of the DDA. After a public hearing, the City Council and Agency Board, after making appropriate findings, certified a Final Environmental Impact Report for the Project by Resolution No. CC 2016-16-2830 and SA 2016-17-2831 adopted on June 8, 2016 in compliance with CEQA. Also on September 20, 2017, after providing public notice as required by law, the Planning Commission held a public hearing and recommended approval to the City Council and thereafter, on _____, 2017, after providing public notice as required by law, the City Council held a public hearing to consider ATHENS' application for this Agreement. The Planning Commission and the City Council found on the basis of substantial evidence that this Agreement is consistent with all applicable plans, including the General Plan, and other rules, regulations and official policies of City.

K. Public Improvements. Public improvements determined through the CEQA review process described above and required by this Project include both internal Site improvements benefiting only the Project and area-wide improvements benefiting other property as well. More specifically, these improvements include the construction of or contribution to: drainage and flood control facilities; street improvements; and improvements associated with streets including sidewalks, street lights, utilities, and parkways. A list of the off-site improvements is attached hereto as Exhibit "D" (the "Off-Site Improvements"). ATHENS shall construct all Off-Site Improvements at its sole cost and expense, excepting that ATHENS shall not construct, but rather pay an in-lieu and Fair-Share fee for, the City's implementation of those Off-Site Improvements listed in Exhibit "D," which Exhibit includes the Estimated Schedule of In-Lieu and Fair-Share Fees to be paid by ATHENS for the Off-Site Improvements identified therein.

L. Other Agreements. The Parties understand that this Agreement is for the development and operation of the Project. The Parties also acknowledge that the following necessary documents have been, or will be, negotiated in order to fulfill the obligations and goals under the MOU to develop and operate the Project: (i) the DDA between the Agency and ATHENS for conveyance of the Site to ATHENS for the development of the Project; (ii) a "Reimbursement Agreement" between City and ATHENS, dated October 22, 2008, as amended, under which ATHENS is obligated to reimburse or advance funds to City for all development costs associated with the Project, including but not limited to conducting environmental reviews under CEQA, processing and negotiating permits, entitlements and conditions, and legal costs; (iii) a Franchise Agreement – Operations of MRF/TS, governing the use and operation of the MRF/TS ("Franchise Agreement – Operations"), (iv) a Franchise Agreement – Trash Collection and Street Sweeping, dated April 13, 2011 and governing the exclusive right and obligation of Athens to collect solid waste and sweep streets in the City ("Franchise Agreement – Trash Collection and Street Sweeping"), (v) a recorded instrument of Covenants, Conditions and Restrictions on the use of the Site as a MRF/TS (the "CC&Rs"), (vi) an "LADWP Easement Agreement" governing Athens' rights over that certain easement over the Site owned by the Los Angeles Department of Water and Power, (vii) an "SCE Easement Agreement" governing Athens' rights over that certain easement over the Site owned by Southern California Edison, and (viii) a Solid Waste Facilities Permit to be issued by the California Integrated Waste Management Board or its successor ("SWFP"). The foregoing agreements and instruments, together with all City ordinances approving the foregoing agreements and instruments, are collectively referred to as the "Agreements" or "Other Agreements" in contrast to this Agreement. The Parties hereto acknowledge that this Agreement and the Other Agreements bear overlapping impact upon the Site and ATHENS' operations, and thus the effectiveness of this Agreement is conditioned on approval and execution by the City and ATHENS of each of the Other Agreements. Notwithstanding the foregoing, to the extent the terms of this Agreement conflict with Other Agreements that have previously been executed by the Parties, namely the Reimbursement Agreement and the MOU, the terms of this Agreement shall govern.

M. Mutual Agreement. Based on the foregoing and subject to the terms and conditions set forth herein, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and having determined that the foregoing recitals are true and correct and should be and hereby are incorporated into this Agreement, the Parties agree as follows:

ARTICLE 1.0 DEFINITIONS.

The following words and phrases are used as defined terms throughout this Agreement. Each defined term shall have the meaning set forth below. Where a phrase or term of art is not defined in this Agreement but is defined in one of the Other Agreements, the phrase or term shall bear the meaning defined in the Other Agreements.

1.1 Agency. "Agency" means the Successor Agency to the Irwindale Community Redevelopment Agency, a California public body, corporate and politic.

1.2 Agreement. "Agreement" means this Development Agreement between the City and ATHENS for the development of the Project.

1.3 Agreements/Other Agreements. "Agreements" means this Agreement and all those other contractual instruments and City ordinances identified in the preceding Recital L of this Agreement. "Other Agreements" include the DDA, MOU, Reimbursement Agreement, the Franchise Agreement – Operations, the Franchise Agreement – Trash Collection and Street Sweeping, and the CC&Rs. To the extent the terms of this Agreement conflict with Other Agreements that have previously been executed by the Parties, namely the Reimbursement Agreement and the MOU, the terms of this Agreement shall govern.

1.4 Applicable Law. "Applicable Law" means all statutes, rules, regulations, guidelines, actions, determinations, permits, orders, or requirements of the federal, State, County, City and local and regional government authorities and agencies having applicable jurisdiction, that apply to or govern the Facility, the Site or the performance of the Parties' respective obligations hereunder, including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, zoning, non-discrimination, prevailing wages if applicable, and the Los Angeles County Integrated Waste Management Plan. All references herein to Applicable Law include subsequent amendments or modifications thereof, unless otherwise specifically limited in this Agreement or one of the Other Agreements.

1.5 Applications. "Application(s)" means a complete application for the applicable land use approvals meeting all current City ordinances, provided that any additional or alternate requirements in said ordinances enacted after the Effective Date which affect the Project application shall apply only to the extent permitted by this Agreement.

1.6 Assignment. All forms of use of the verb "assign" and the nouns "assignment" and "assignee" shall include all contexts of hypothecations, sales, conveyances, transfers, leases, and assignments.

1.7 ATHENS. "ATHENS" means ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES, a California corporation.

1.8 ATHENS' Costs. "ATHENS' Costs" means ATHENS' obligation to pay for all costs identified in this Agreement and the Reimbursement Agreement, including but not limited to: all Project Development and Off-Site Improvement construction costs (or in-lieu and Fair-Share fees therefor per Exhibit "E"), all costs of the environmental review, all costs for entitlements, all franchise fees due under the Franchise Agreement – Operations and Franchise Agreement – Trash Collection and Street Sweeping, all Host Fees required hereunder, all operational costs and all other costs identified herein as the responsibility of ATHENS.

1.9 Authorizing Ordinance. "Authorizing Ordinance" means Ordinance No. ____ approving this Agreement.

1.10 Best Management Practices ("BMP"). "Best Management Practices" or "BMP" means structural, nonstructural, and managerial techniques recognized to be the most effective and practical means to reduce environmental impacts arising from the Project, whether affecting

soils, air, water, noise, traffic, public infrastructure, public health/safety, or other impacts emanating from the Facility while still allowing the productive use of resources. BMPs also include treatment requirements, operating procedures, and practices to control Site runoff, spillage or leaks, sludge or waste disposal, trash or debris, or drainage from raw material storage or similar matters.

1.11 Board. "Board" means the California Integrated Waste Management Board, as established pursuant to the Act (Public Resources Code Section 40000 *et seq.)* or such successor entity to which the duties of the California Integrated Waste Management Board are assigned, including without limitation the Department of Resources Recycling and Recovery ("DRRR").

1.12 CEQA. "CEQA" means the California Environmental Quality Act, Section 21000 *et seq.* of the California Public Resources Code and its implementing regulations and guidelines, including future amendments to or recodification thereof.

1.13 CEQA Completion Date. "CEQA Completion Date" means the later date of either: (i) 30 days after the Notice of Determination; or (ii) the date of the final settlement or resolution of any appeal, lawsuit or other action by a third party challenging the Development Approvals or the CEQA process.

1.14 City. "City" means the City of Irwindale, California, a chartered municipal corporation.

1.15 City Council. "City Council" means the governing body of the City of Irwindale.

1.16 Claims or Litigation. "Claims or Litigation" means any challenge by adjacent owners or any other third parties (i) to the legality, validity or adequacy of this Agreement, Development Approvals, or other actions of City or Agency pertaining to the Project, (ii) seeking damages against City or Agency as a consequence of the foregoing actions or for the taking or diminution in value of their property, (iii) seeking damages against the City or Agency for injuries, losses or damages due to ATHENS' use of or operations on the Site, or (iv) otherwise arising from the Project.

1.17 Commencement of Operations Date. "Commencement of Operations Date" means the date that operations commence within the MRF/TS which shall be the day ATHENS first receives fees for services provided at the Site. ATHENS will give City written notice of such date, and the Parties shall countersign the notice thus establishing the date.

1.18 Correction Plan. "Correction Plan" means a plan undertaken by ATHENS and subject to City approval, for the correction or remediation of violations of performance standards and/or nuisance conditions pursuant to Section 6.5 of this Agreement.

1.19 Default. "Default" means any material default, breach, or violation of a provision of this Agreement as defined in Article 10. "City Default" refers to a Default by City, while "ATHENS Default" refers to a Default by ATHENS.

1.20 City's Design Guidelines. "City's Design Guidelines" means applicable design guidelines stated in the City's Municipal Code, including but not limited to those guidelines articulated in the General Plan, or by City's Planning Commission or Planning Division.

1.21 CC&Rs. "CC&Rs" means that form of Declaration of Covenants, Conditions and Restrictions to be recorded against the Site as described in Section 9.6 of this Agreement.

1.22 Development. "Development" means the improvement of the Site for purposes of constructing the structures, improvements, and facilities comprising the Facility including, without limitation: grading; the construction of infrastructure and public facilities related to the Project, whether located within or outside the Site; the construction of structures and buildings of the Facility; and the installation of landscaping at or relating to the Site; but not including the maintenance, repair, reconstruction or redevelopment of any structures, improvements or facilities after the construction and completion thereof.

1.23 Development Agreement Statute. "Development Agreement Statute" means Sections 65864 through 65869.5 of the California Government Code as it exists on the Effective Date, as may be amended.

1.24 Development Approvals. "Development Approvals" means all site-specific (meaning specifically applicable to the Site only and not generally applicable to some or all other properties within the City) plans, maps, permits, and entitlements to use of every kind and nature, whether legislative, administrative or contractual in nature. Development Approvals include, but are not limited to, specific plans, land use contracts, site plans, tentative, vesting tentative and final subdivision maps, variances, zoning designations, planned unit developments, conditional use permits, grading, building, and other similar permits, the Site-specific provisions of general plans, environmental assessments, including environmental impact reports, and any amendments or modifications to those plans, maps, permits, assessments and entitlements. The term Development Approvals does not include rules, regulations, policies, and other enactments of general application within the City.

1.25 Development Plan. "Development Plan" means the Existing Development Approvals, Future Development Approvals, Existing Land Use Regulations, and Schedule of Performance.

1.26 Disposition and Development Agreement ("DDA"). "Disposition and Development Agreement" or "DDA" means the agreement between the Agency and ATHENS to be negotiated based on the MOU for the Agency's conveyance to ATHENS of the Site for development of the MRF/TF.

1.27 Effective Date. Generally, the term "Effective Date" means the date that is thirty (30) days following adoption of the Authorizing Ordinance approving this Agreement as stated on the first page hereof, during which 30-day period all parties shall fully execute this Agreement.

1.28 Existing Development Approvals. "Existing Development Approvals" means the Development Approvals which have been previously granted or are granted concurrent herewith, or will be granted pursuant hereto, and include all of the Agreements, and are included

in the description of the Project attached in the Scope of Development, at Exhibits "A" and "C". The term "Existing Development Approvals" shall specifically include all those permits and government approvals listed in Exhibit "F" notwithstanding the fact that such approvals have not been, or may not be, fully approved and in effect until after the Effective Date of this Agreement. Regardless of when the permits and approvals listed in Exhibit "F" actually take effect, the Parties acknowledge and agree that such permits and approvals shall be deemed pre-existing to this Agreement. Immediately upon taking effect, the permits and approvals listed in Exhibit "F" shall be deemed Existing Development Approvals for purposes of this Agreement.

1.29 Existing Land Use Regulations. "Existing Land Use Regulations" means those certain Land Use Regulations applicable to the Property and in effect on or before the Effective Date. The term "Existing Land Use Regulations" shall also include all Agreements identified in Recital K hereto. Regardless of when the Agreements actually take effect, the Parties acknowledge and agree that the Agreements shall be deemed concurrent to the Effective Date of this Agreement because they were specifically contemplated in the governing MOU between the Parties and/or have been conceptually agreed-upon by the Parties in the course of negotiating this Agreement. Immediately upon taking effect, the Agreements shall be deemed Existing Land Use Regulations for purposes of this Agreement.

1.30 Facility or MRF/TS. "Facility" and "MRF/TS" mean the material recovery facility/transfer station proposed to be constructed by ATHENS as described in the Scope of Development at Exhibit "A", including Site improvements, utility interconnections, the scale house, buy-back recycling center, improvements needed to participate in a household hazardous waste (HHW) program, construction and demolition debris area, green waste area, a building for transfer and materials recovery and processing areas, a visitors education center and convenience store, together with employee and administrative offices, parking areas, materials storage areas and ancillary support facilities, furnishings and equipment and any and all other physical structures on the Site and Off-Site Improvements. The proposed Project improvements constructed on the Site may be developed in a maximum of three (3) phases, as more particularly described on Exhibit "A".

1.31 Fair-Share. "Fair-Share" means that share of costs for implementing Off-Site Improvements that is proportionate to the size of the impact the Facility will have on such Off-Site Improvements.

1.32 Future Development Approvals. "Future Development Approvals" means those Development Approvals applicable to the Property approved by the City after the Effective Date that pertain to the construction and/or operation of the MRF/TS, including without limitation grading, building, and other similar such Development Approvals.

1.33 Future Land Use Regulations. "Future Land Use Regulations" means Land Use Regulations enacted after the Effective Date of this Agreement.

1.34 Host Fees. "Host Fees" mean payments by ATHENS to City for hosting a MRF/TS within the City limits.

1.35 Land Use Regulations. "Land Use Regulations" means those ordinances, laws, statutes, rules, regulations, initiatives, policies, requirements, guidelines, constraints, codes or other actions of City which affect, govern, or apply to the Site or the implementation of the Development Plan. Land Use Regulations include the ordinances and regulations adopted by the City which govern permitted uses of land, density and intensity of use and the design of buildings, as applicable to the Site, including but not limited to: the general plan, specific plans, zoning ordinances, development moratoria implementing growth management and phased development programs, ordinances establishing development exactions, subdivision and park codes, any other similar or related codes, building and improvement standards, mitigation measures required in order to lessen or compensate for the adverse impacts of a project on the environment and other public interests and concerns or similar matters. The term Land Use Regulations does not include, however: regulations relating to the conduct of business, professions, and occupations generally; taxes and assessments; regulations for the control and abatement of nuisances; building, health and safety codes; licenses, encroachments and other permits and the conveyances of rights and interests which provide for the use of or entry upon public property; any exercise of the power of eminent domain; the general regulation of municipal affairs or the exercise of the City's police power, or any power of City pursuant to its Charter except as specifically stated in the preceding sentence.

1.36 Local Enforcement Agency or LEA. "Local Enforcement Agency" or "LEA" means the entity designated by the City and certified by the Board to enforce federal and state laws and regulations for the safe and proper handling of solid waste at the Facility. Initially, the City has designated the County of Los Angeles as the LEA. The LEA performs routine and monthly investigations of the Facility, investigates complaints of illegal disposal of solid waste and administers a permitting and inspection program to ensure the Facility's regulatory compliance.

1.37 Mixed Municipal Waste ("MMW") or Refuse. "Mixed Municipal Waste ("MMW")" and "Refuse" mean all municipal solid waste including putrescible and non-putrescible solid, semi-solid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, street sweepings, recyclables and catch basin residue.

1.38 MOU. "MOU" means the June 25, 2008 Memorandum of Understanding between City, Agency, and ATHENS relating to agreements for a solid waste MRF/TS, as such MOU has been amended on April 13, 2011 and again on December 12, 2012.

1.39 Operating Agreements. "Operating Agreements" means, collectively, the Franchise Agreement – Operations and Franchise Agreement – Trash Collection and Street Sweeping agreements approved by the City to exclusively provide for the collection of mixed municipal waste and recycling from properties, and street sweeping services, within the City.

1.40 Operational Year. "Operational Year" means each 12 months following the Commencement of Operations Date and shall begin and end on the anniversary of the Commencement of Operations Date.

1.41 Planning Director. "Planning Director" means the Director of Planning or similar officer of City.

1.42 Project. "Project" means the process to issue permits to entitle the MRF/TS, Development of the MRF/TS, the operation of the MRF/TS and general carrying-out of the related Agreements.

1.43 Reimbursement Agreement. "Reimbursement Agreement" means that existing contract, dated October 22, 2008, as amended on April 13, 2011, June 22, 2011, December 12, 2012, September 23, 2015, and March 9, 2016, and as may be further amended from time to time, between City and ATHENS under which ATHENS is obligated to reimburse or advance funds to City for all development costs associated with the Project, including but not limited to conducting environmental reviews under CEQA, processing and negotiating permits, entitlements and conditions, and legal costs.

1.44 Reservations of Authority. "Reservation of Authority" shall have the meaning set forth in Article 11 of this Agreement.

1.45 Schedule of Performance. "Schedule of Performance" means the timeline of performance of the Project and is set forth in Exhibit "G", as may be amended from time to time.

1.46 Scope of Development. "Scope of Development" means the components of, and the documents controlling, the Development of the Project and is set forth in Exhibits "A", "C", "F" and "G".

1.47 Site. "Site" means the real property previously owned by Agency where ATHENS proposes to construct the Project and operate the MRF/TS, comprised of an approximately 17.22-acre site at the intersection of Arrow Highway and Live Oak Avenue. The Site is legally described and depicted in Exhibit "B" hereto. The exact boundaries and area of the Site shall be determined by a survey prior to the conveyance of title to ATHENS pursuant to the terms of the DDA.

1.48 Term. "Term" means that period of time during which this Development Agreement shall be in effect and bind the Parties, as defined in Section 3.1.

ARTICLE 2.0 EXHIBITS.

The following are the Exhibits to this Agreement which are attached hereto and incorporated herein:

Exhibit A:	Facility Scope & Components
Exhibit B:	Map and Legal Description of the Site
Exhibit C:	Project Depiction
Exhibit D:	List of Off-Site Improvements
Exhibit E:	In-Lieu and Fair-Share Fee Schedule for Off-Site Improvements
Exhibit F:	Existing Development Approvals
Exhibit G:	Schedule of Performance
Exhibit H:	Schedule of Estimated City Fees
Exhibit I:	Host Fee Description & Calculation
Exhibit J:	Form of Assignment and Assumption Agreement

Exhibit K: Form of Certificate of Completion

ARTICLE 3.0 TERM.

3.1 Term. Unless earlier terminated as provided in this Agreement, this Agreement shall continue in full force and effect for a period of thirty (30) years, which shall run from commencement of the Facility's operations (the "Initial Term"), with provision for a ten (10) year rolling extension (each such 10-year period, an "Extension Term") unless there is an uncured Default at the expiration of the Initial Term or any Extension Term, in which event the term of this Agreement shall be extended to allow for ATHENS to avail itself of all opportunities for notice and cure and pre-termination hearing as set forth in Article 10 herein. If ATHENS cures such Default in accordance with the process set forth in Article 10, then the City shall continue to grant the rolling Extension Terms in accordance with this section. During any Extension Term, should the City seek to terminate this and the Other Agreements for a reason other than a material breach of the Agreements, the term of this Agreement would continue for an additional ten (10) years from and after the giving of the termination notice. Termination or expiration of this Agreement shall not restrict ATHENS from future use of the Site in accordance with the then-applicable zoning of the Site and the City's entitlement process.

3.2 Exclusivity. City shall grant Athens the exclusive right to operate a large-scale MRF/TS facility within City limits pursuant to the terms of Section 2.3 of the Franchise Agreement – Operations.

ARTICLE 4.0 DEVELOPMENT OF THE PROJECT.

4.1 Right to Develop. During the Term, ATHENS shall have a vested right to develop the Project to the full extent permitted by this Agreement. Except as provided within this Agreement, the Development Plan shall exclusively control the Development of the Project (including the uses of the Project, the Project scope, the density or intensity of use, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes and the design, improvement and construction standards and specifications applicable to the Project).

4.2 Scope of Development. The Project and its components are described in Exhibits "A", "C", "F", and "G", along with the Existing Development Approvals. ATHENS shall construct the Facility in accordance with the final plans and specifications approved by the City. ATHENS shall not make any material changes (i.e., a change of more than ±5% to any one feature of Facility or minor changes that cumulatively create a ±2% change in the Facility scope as a whole) to the final plans and specifications without the written consent of the City, such consent not to be unreasonably withheld, conditioned or delayed. Further, ATHENS shall not construct the Facility in a manner which would violate any Existing Development Approvals, permits or Applicable Laws, this Agreement or Other Agreements, or require ATHENS or the City to obtain any additional permits, orders, licenses or approvals not contemplated in this Agreement or to modify Existing Development Approvals. ATHENS shall maintain a copy of the Project's final plans and specifications on the Site during construction and shall update them regularly to indicate any changes subject to the terms of this Section. ATHENS shall also make such plans and specifications available to the City for inspection upon request. As soon as is

practicable after completion of Facility construction, ATHENS shall submit to the City as-built plans and specifications showing the Facility as actually constructed ("As-Built Specifications").

4.3 Project Components. The Project Scope and Components are described and depicted in Exhibits "A" and "C" hereto.

4.4 Project Function/Process. The Site Plan is included with the Scope of Development. All buildings will conform to the City's adopted ordinances, guidelines and policies related to design, and will incorporate the environmental control systems and performance standards described in Article 6.0 below, including all mitigation measures recommended through the CEQA review process. ATHENS proposes to size the MRF/TS to handle up to six thousand (6,000) tons per day that will have the following proposed multiple functions and processes:

(a) Transfer Station. Transfer station for refuse collection and transfer. The transfer station would include a below grade load out area to allow for the transfer vehicles to be top-loaded through load out ports at the tipping floor. A portion of the transfer station would also be dedicated for self-haul use.

(b) Material Recovery Facility. Material recovery facility for diversion of recyclable materials from commercial and residential customers via one or more sorting lines for MMW. The recyclables would be baled within the building and transferred to recyclable load-out vehicles at the exterior recyclable load out dock. Residue from the diversion process would be conveyed to the adjacent transfer station for load-out.

(c) Green Waste/Organics/Food Waste Area. A green waste area would accommodate collection and grinding of green waste. The green waste would be transferred to outgoing delivery vehicles.

(d) Construction Debris Area. A construction and demolition ("C&D") materials area would be utilized for collection, sorting and recyclable load-out of C&D Materials. The incoming C&D Material would be screened, sorted and diverted to containers. The containers would be transferred to outgoing recyclable load-out vehicles.

(e) Administrative Offices and Public Education. An office area would be dedicated for administrative support for the Facility. This area would also include an education area for use by local students in demonstrating the activities of the Facility.

(f) Employee Areas. An employee area/control area would include restrooms, a break area and offices. The upper level control area would be used to accommodate the operational control functions of the Facility. The employee area/control area would be linked to the office area via an upper level observation gallery.

(g) Maintenance Building. A maintenance building would include two service bays and an adjacent office/parts area.

(h) Fueling Area. Site improvements would include diesel and natural gas fueling operations with public access and sales, a truck wash area, truck scale and scale house, load-out ramps, truck loading docks, driveways, employee and operation vehicle parking, and landscaping. The facility will encourage the use of alternative fuel vehicles. If possible, a fueling facility will be provided on-site, and ATHENS will consolidate operations to foster the payment of utility and sales taxes to the City through the point of use and/or sale.

(i) Accessory Operations. Site improvements will include a truck wash area, truck scale and scale house, load out ramps, truck loading docks, driveways, employee and operation vehicle parking, and landscaping.

4.5 MRF/TS Construction. ATHENS anticipates that the majority of the MRF/TS will be steel framed to accommodate the large clear spans required for the operation. The steel frames would be clad on the exterior with a variety of materials consistent with City's Design Guidelines. The MRF/TS will incorporate design features as necessary to comply with the City's design guidelines. The entire MRF/TS will incorporate a buffer of screen walls, fencing and landscaping around the Site. The design of the Facility will utilize the elevations included in the Scope of Development (Exhibits "A" and "C") and in the Development Approvals.

4.6 Offsite Improvements. ATHENS shall construct all Off-Site Improvements listed in Exhibit "D" and as required by the Development Approvals, in accordance with the Schedule of Performance, excepting that ATHENS may fulfill its Off-Site Improvement obligations for those Improvements listed in Exhibit "D" via payment of the in-lieu and Fair-Share fees listed in Exhibit "E". With respect to ATHENS' Off-Site Improvement Obligations, the following shall apply:

(a) For Off-Site Improvements at the I-605, northbound off-ramp at Live Oak Avenue, as described in the Final Environmental Impact Report ("FEIR") mitigation program, ATHENS shall deposit one third (33.3%) its Project Fair-Share costs of such improvements with the City (not to exceed $1,000,000) as a condition to receiving the first building permit for the MRF/TS.

(b) For Off-Site Improvements at the I-605, southbound off-ramp at Arrow Highway, as described in the FEIR mitigation program, ATHENS shall deposit its Project Fair-Share costs of such improvements with the City (not to exceed $1,000,000) as follows:

i. ATHENS shall deposit the amount of $200,000 with the City, no later than January 2, 2025; and

ii. ATHENS shall deposit the remainder of its Project Fair-Share costs with the City (not to exceed $800,000), no later than thirty (30) days prior to the planned commencement of construction for such Off-Site Improvements.

(c) For all other Off-Site Improvements, ATHENS shall remit to the City an in-lieu fee in the amount of $100,000 per year, for a period of five (5) years and payable in quarterly installments of $25,000, commencing on the first business day of the calendar quarter immediately following the date the City issues a Certificate of Occupancy for the first phase of construction at

the Site.

(d) ATHENS shall have the right to review and comment upon the bids and the proposed plans and budgets for any of the Off-Site Improvements prior to remitting the amounts set forth in this Section 4.6, and the City will reasonably cooperate with ATHENS in addressing with Caltrans any concerns raised by ATHENS regarding its Project Fair-Share costs for such Off-Site Improvements. Any funds deposited by ATHENS with the City for the Off-Site Improvements that are not actually expended by the City/Agency for such purpose will be returned to ATHENS. Final Designs shall be subject to CalTrans approval, which approval City cannot, and does not, guarantee or warrant.

4.7 Upgrades. ATHENS is required to incorporate new technology reasonably available to control environmental impacts of the Project as needed to meet the following performance goals: (i) standards set by applicable regulations (including, without limitation, South Coast Air Quality Management District Rule 410), or (ii) as reasonably needed to meet the environmental performance standards set forth in Sections 5.2, 5.3 and 5.4 of the Franchise Agreement – Operations, or (iii) as reasonably required to respond to citizen complaints as required by Section 5.5 of the Franchise Agreement – Operations. Such technology upgrades shall be undertaken at ATHENS' sole cost.

4.8 Development and Acquisition Costs. ATHENS shall be solely responsible for all development costs associated with the Project and other costs identified herein and in the Other Agreements as "Athens Costs," including design, land use entitlements, permitting, CEQA review, construction, rolling stock, equipment, operational costs, public education and information and City staff and consultant expenses related to the Project. Project development and operations will entail extensive, significant costs and capital expenditures due, without limitation, to the Project's size, the magnitude of necessary environmental mitigation measures, need for heavy equipment and complex design and infrastructural elements. Currently, Athens Costs are expected to exceed Thirty Three Million Dollars ($33,000,000). Further, Athens shall be responsible for paying all of the customary and ordinary fees and costs imposed by the City on the development of an industrial facility like the Project as set forth on the "Schedule of Estimated City Fees" attached hereto as Exhibit "H".

4.9 All Construction to Comply with Laws; Anti-Discrimination. ATHENS shall carry out the construction of the improvements to be constructed by ATHENS in conformity with all applicable laws, including all applicable federal and state labor laws. Not by way of limitation of the foregoing, in developing and constructing the Project, ATHENS shall comply with all applicable development standards in City's Municipal Code and shall comply with all building codes, landscaping, signage, and parking requirements, except as may be permitted through approved variances and modifications.

ATHENS, for itself and its successors and assigns, agrees that in the construction of the improvements to be constructed by ATHENS, it shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, ancestry or national origin.

4.10 CEQA. The City shall be responsible for obtaining the approval of this Agreement and the Project as required by CEQA; CEQA review and approvals for the Project are or have been completed prior to, or concurrent with, approval of this Agreement by the City Council. Without limitation of the foregoing, ATHENS specifically acknowledges and agrees that ATHENS shall satisfy all conditions necessary to ensure that the Project conforms to all applicable CEQA requirements.

4.11 Prevailing Wages. ATHENS' purchase price for the Site and cost of developing the Site and constructing all of the on-site and off-site improvements, if any, at or about the Site required to be constructed for the Project shall be borne by ATHENS. ATHENS is aware of the laws of the State governing the payment of prevailing wages on public projects and will comply with same and will indemnify City in the event ATHENS fails to do so. As neither City nor its Successor Agency are providing any direct or indirect financial assistance to ATHENS, the Project should not be considered to be a "public work" "paid for in whole or in part out of public funds," as described in California Labor Code Section 1720. Accordingly, it is believed by the Parties that ATHENS is not required to pay prevailing wages in connection with any aspect of the development or the construction of the Project. However, to the extent that (contrary to the parties' intent) it is determined that ATHENS was required to pay prevailing wage and has not paid prevailing wages for any portion of the Project, ATHENS shall defend and hold Agency and City (which, for purposes of this Section, shall include its related agencies, officers, employees, agents and assigns) harmless from and against any and all increase in construction costs, or other liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of any action or determination that Athens failed to pay prevailing wages in connection with the construction of the Project. City shall reasonably cooperate with ATHENS regarding any action by ATHENS hereunder challenging any determination that the Project is subject to the payment of prevailing wages. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without ATHENS' consent as to the City's liabilities or rights only, but should it do so, City shall waive the indemnification herein provided such waiver occurs prior to the issuance of any judgment in the matter.

4.12 Rights of Access During Construction. Representatives of the City shall have the reasonable right of access to the Site without charges or fees, at any time during normal construction hours during the period of Project construction, for the purpose of assuring compliance with this Agreement, including but not limited to the inspection of the construction work being performed by or on behalf of ATHENS. Such representatives of City shall be those who are so identified in writing by the City's Public Works Director. Each such representative of City shall identify himself or herself at the job site office upon his or her entrance to the Site, and shall provide ATHENS, or the construction superintendent or similar person in charge on the Site, a reasonable opportunity to have a representative accompany him or her during the inspection. City shall indemnify, defend, and hold ATHENS harmless from any injury or property damage caused or liability arising out of City's exercise of this right of access.

4.13 Indemnification During Construction. During the periods of construction on the Site and until such time as a Certificate of Completion has been issued with respect to the construction of the improvements thereon, ATHENS agrees to and shall indemnify and hold the Agency and the City harmless from and against all liability, loss, damage, costs, or expenses

(including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person which shall occur on the Site and which shall be directly or indirectly caused by any acts done thereon or any errors or omissions of ATHENS or its agents, servants, employees, or contractors. ATHENS shall not be responsible for (and such indemnity shall not apply to) any acts, errors, or omissions of the Agency or the City, or their respective agents, servants, employees, or contractors. ATHENS shall have the obligation to defend any such action; provided, however, that this obligation to defend shall not be effective if and to the extent that ATHENS determines in its reasonable discretion that such action is meritorious or that the interests of the Parties justify a compromise or a settlement of such action, in which case ATHENS shall compromise or settle such action in a way that fully protects Agency and City from any liability or obligation. In this regard, ATHENS' obligation and right to defend shall include the right to hire (subject to reasonable written approval by the Agency and City) attorneys and experts necessary to defend, the right to process and settle reasonable claims, the right to enter into reasonable settlement agreements and pay amounts as required by the terms of such settlement, and the right to pay any judgments assessed against ATHENS, Agency, or City.

ARTICLE 5.0 SCHEDULE FOR PROCESSING AND DEVELOPMENT OF THE PROJECT AND PUBLIC IMPROVEMENTS.

5.1 Schedule of Performance. ATHENS will process the Project and commence and complete construction of the Project in accordance with the Schedule of Performance described in Exhibit "G". It is recognized that ATHENS cannot fully predict the timing or sequencing in which the Project will be developed, since such decisions depend upon numerous factors, many of which are not completely within the control of ATHENS. Accordingly, the Schedule of Performance may be extended upon written approval of City, such approval not to be unreasonably withheld, conditioned, or delayed. In addition, times for performance may be extended due to forces beyond the Parties' reasonable control pursuant to Section 5.10. Once construction is commenced for any phase of the Project, it shall be diligently pursued to completion, and shall not be abandoned for more than thirty (30) consecutive days, except when due to an Enforced Delay. ATHENS shall keep the City informed of the progress of Project construction and submit to the City written reports of the progress of the construction when and in the form reasonably requested by the City.

5.2 Processing.

(a) Upon satisfactory completion by ATHENS of all required preliminary actions, meetings, submittal of required information and payment of appropriate processing fees, if any, City shall promptly commence and diligently proceed to process all required Development Approvals in accordance with this Agreement. In this regard, ATHENS, in a timely manner which will allow Development of the Project in accordance with the Schedule of Performance, will provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder and will cause ATHENS' planners, engineers and all other consultants to submit in a timely manner all required materials and documents therefor. It is the express intent of this Agreement that the parties cooperate and diligently work to implement any zoning or other land use, site plan, subdivision, grading, building or other approvals for

Development of the Project in accordance with the Existing Development Approvals and the Schedule of Performance. Notwithstanding the foregoing, nothing herein shall be construed to require City to process ATHENS' applications ahead of other projects in process in the City. If ATHENS elects, in its sole discretion, to request City to incur overtime or additional consulting services to receive expedited processing by the City, ATHENS shall pay all such overtime costs, charges or fees incurred by City for such expedited processing.

(b) ATHENS has submitted an application, which requires a General Plan amendment, a zoning ordinance amendment to permit ATHENS' proposed development, and construction, operation, and use of the Site as provided in this Agreement and the Other Agreements, including without limitation the Scope of Development. Most, if not all, of these items are being concurrently approved with the approval of this Agreement. ATHENS shall pay all normal and customary fees and charges applicable to such permits and any fees or charges hereafter imposed by City which are standard for and uniformly applied to similar projects in the City. Additionally, the Project shall require: (i) approval of a "Long Range Property Management Plan" pursuant to California Health & Safety Code § 34191.5 as well as any additional approvals expressly required by the DOF, and (ii) approval of those Future Development Approvals yet to be obtained, and (iii) City's review and approval of the Project in accordance with CEQA, which approval is or has been completed prior to, or concurrent with, approval of this Agreement by the City Council. It is expressly understood by the Parties hereto that City makes no representations or warranties with respect to revision of the General Plan, zoning or approvals required by any other governmental entity or with respect to approvals hereinafter required from City, and City reserving full police power authority over the Project. However, City shall cooperate with ATHENS in procuring the foregoing approvals. Nothing in this Agreement or the Other Agreements shall be deemed to be a prejudgment or commitment with respect to such items or a guarantee that such approvals or permits will be issued within any particular time or with or without any particular conditions.

5.3 City and Other Governmental Permits. Before commencement of construction or development of any buildings, structures, or other works of improvement upon the Site which are ATHENS' responsibility under the Scope of Development, ATHENS shall at its own expense secure or cause to be secured any and all permits which may be required by City or any other governmental agency affected by such construction, development or work. The City shall cooperate with ATHENS in its efforts to obtain such permits and approvals. ATHENS shall not be obligated to commence Project construction if any such permit is not issued despite good faith effort by ATHENS. If there is delay beyond the usual time for obtaining any such permits due to no fault of ATHENS, the Schedule of Performance shall be extended to the extent such delay prevents any action which could not legally or would not in accordance with good business practices be expected to occur before such permit was obtained. The City and ATHENS shall cooperate and use reasonable efforts in coordinating the implementation of the Development Plan with other public agencies, if any, having jurisdiction over the Property or the Project.

5.4 Timing Constraints. The Project will be undertaken consistent with the following timing constraints, each subject to extension for the period of time of any actual delay resulting from the occurrence of any of the events set forth in Section 5.10 or the consent of the City as set forth in the Schedule of Performance at Exhibit "G":

(a) ATHENS will complete rough grading of the Site within three (3) months of obtaining a grading permit from the City.

(b) ATHENS will submit applications necessary to grade and construct the Project, including plans, drawings and specifications necessary to obtain building permits, grading, landscape and street improvements plans, in a timely manner in accordance with Section 5.2 to allow compliance with the timing constraints set forth in the subsections above and the Schedule of Performance.

(c) The Parties project that ATHENS will complete grading and construction of the first phase of the Project within eighteen (18) months after obtaining a building permit for same from the City.

(d) ATHENS' completion of construction of the Project shall not be deemed to preclude ATHENS from subsequently reconstructing any structures or buildings in accordance with the Development Approvals during the Term of this Agreement.

(e) The timing constraints for construction of the Off-Site Improvements shall be as provided in Section 5.4.

(f) Any construction which is commenced shall be completed in accordance with the terms of any permit which is issued in accordance with the Existing Land Use Regulations and this Agreement.

Once ATHENS has completed construction of all improvements, the City shall furnish ATHENS with the Certificate of Completion in the form attached hereto as Exhibit "K" for those improvements within thirty (30) days of ATHENS' written request therefor, provided that the City/Agency can find that ATHENS has completed all Facility construction required for the Site pursuant to the terms of this Agreement, the Other Agreements and Existing Development Approvals. The Certificate of Completion shall be executed and notarized so as to permit it to be recorded in the Office of the Recorder of Los Angeles County. A Certificate of Completion shall be, and shall state that it constitutes, conclusive determination of satisfactory completion of the construction and development of the improvements required by this Agreement upon the Site and the opening of the business, and of full compliance with the terms of this Agreement with respect thereto. The City shall not unreasonably withhold, condition or delay the Certificate of Completion. If the City refuses or fails to furnish a Certificate of Completion within thirty (30) days after written request from Athens or any entity entitled thereto, the City shall provide a written statement of the reasons the City refused or failed to furnish a Certificate of Completion. The statement shall also contain the City's opinion of the action Athens must take to obtain a Certificate of Completion. If the reason for such refusal is confined to the immediate availability of specific items or materials for landscaping, or other minor so-called "punch list" items, the City will issue its Certificate of Completion upon the posting of a bond or other security reasonably acceptable to the City by Athens with the City in an amount representing one hundred fifty percent (150%) of the fair value of the work not yet completed. A Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Athens to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the improvements, or any part thereof. Such Certificate of Completion is not notice of completion as referred to in the

California Civil Code Section 3093. Nothing herein shall prevent or affect Athens' right to obtain a Certificate of Occupancy from the City before the Certificate of Completion is issued.

5.5 Standards of Off-Site Improvement Construction. When ATHENS is required by this Agreement and/or the Development Plan to construct any Off-Site Improvements which will be dedicated to City or any other public agency upon completion, and if required by Applicable Laws to do so, ATHENS shall perform such work in the same manner and subject to the same construction standards as would be applicable to the City or such other public agency should it have undertaken such construction work.

5.6 Moratorium. Except as expressly provided in this Article 5, no subsequent City-imposed moratorium, ordinance, resolution, or other Land Use Regulation or limitation on the conditioning, rate, timing and sequencing of the Development of the Project shall apply to or govern the Development of the Project during the Term hereof, whether affecting parcel or subdivision maps (whether tentative, vesting tentative, or final), building permits, occupancy permits or other entitlements to use issued or granted by City. In the event of any such subsequent action by City, ATHENS shall continue to be entitled to apply for and receive Development Approvals in accordance with the Existing Land Use Regulations, subject only to the exercise of the reservation of authority set forth in Article 11.

5.7 Alterations After Construction of Each Improvement. Subject to Section 4.7 and except as provided below, once construction of any Project improvement has been completed, ATHENS shall not make, or permit any other person to make, any substantial alterations to such improvements without prior written consent of the City. For purposes of this Section, an alteration of the Site is considered to be "substantial" if it requires the issuance of a City building permit. In the event ATHENS determines that a substantial alteration is necessary, such alteration shall not be undertaken without providing written notice to the City accompanied by plans and specifications detailing the proposed alteration. ATHENS' notice, plans and specifications for a proposed alteration must be provided to the City in a manner giving City staff reasonably sufficient time to thoroughly review the proposed alterations before determining whether to provide written City approval for said alterations (which approval shall not be unreasonably withheld, conditioned, or delayed). Notwithstanding the foregoing, ATHENS shall be entitled, without need for written City consent, to make non-structural alterations to completed Project improvements to the extent such alterations are intended to increase the efficiency of or to improve the appearance of the Site, the Facility and their operations, and do not require City building permits.

5.8 Host Fees. Upon the commencement of the first year of MRF/TS operations, and of every operating year thereafter until the termination or expiration of the Agreements, ATHENS shall pay the Host Fee to the City as specified in Exhibit "I" hereto.

5.9 Failure to Develop Project. Except as expressly provided herein, should ATHENS (i) fail to commence and complete the development of the Project or operation of the Facility within the times set forth in this Agreement, including the Schedule of Performance (as such times for performance may be extended due to forces beyond the Parties' reasonable control pursuant to Section 5.10), or (ii) commit an uncured default leading to a termination

pursuant to Article 10.0 hereof, then City shall be entitled to keep the Escrowed Funds, as defined and provided further in Exhibit "I".

5.10 Force Majeure. Notwithstanding the foregoing, in addition to specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; supernatural causes; acts of the "public enemy"; epidemics; quarantine restrictions; freight embargoes; lack of transportation; undisclosed subsurface and soils conditions on the Site that would materially extend the timing of construction of the Project; governmental restrictions or priority litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts of the other Party; acts or the failure to act of a public or governmental agency or entity (except that acts or the failure to act of City shall not excuse performance by City); or any other causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform. In the event of such a delay (herein "Enforced Delay"), the Party delayed shall continue to exercise reasonable diligence to minimize the period of the delay. An extension of time for any such cause shall be limited to the period of the Enforced Delay, and shall commence to run from the time of the commencement of the cause, provided notice by the Party claiming such extension is sent to the other party within fifteen (15) days of the commencement of the cause. Failure to provide such notice shall constitute a waiver of the claim. ATHENS' failure to obtain financing for the Project shall not be considered an event or cause beyond the control of ATHENS and shall not entitle ATHENS to an extension of time to perform. Times of performance under this Agreement may also be extended by mutual written agreement by City and ATHENS. The City Manager shall have the authority on behalf of City to approve such extensions of time.

ARTICLE 6.0 OPERATIONAL CRITERIA AND PERFORMANCE STANDARDS

6.1 Incorporation of Standards Set Forth in Franchise Agreements. ATHENS shall adhere to all "Operational Obligations" and "Performance Standards" as set forth in the Franchise Agreement – Operations and the Franchise Agreement – Trash Collection and Street Sweeping, the terms of which are hereby incorporated into the terms of this Agreement by this reference. In its operation of the MRF/TS, ATHENS shall strictly adhere, without limitation, to all Performance Standards, Hazardous Materials and Environmental standards and permitting, Operational Standards, Reports/Monitoring/Records procedures, restrictions relating to "Unpermitted Waste", Permitting requirements, obligations to refrain from criminal activity, and other terms of the Franchise Agreement – Operations. Such terms of the Franchise Agreement – Operations are incorporated into the terms of this Agreement by this reference such that any uncured violation of the standards set forth in the Franchise Agreement – Operations (subject to all applicable notice and cure periods set forth therein) shall also entail a default under this Agreement.

6.2 Remedies for Failure to Observe Performance Standards and Nuisance Violations. The failure to observe any Performance Standards, the commission of nuisance violations, and the receipt of complaints against ATHENS by members of the public shall be addressed in accordance with those procedures and remedies set forth in Sections 5.5, 5.6 and 5.7 of the Franchise Agreement – Operations and the Franchise Agreement.

ARTICLE 7.0 TRANSFER.

7.1 Definition of Transfer. As used in this Section, the term "Transfer" shall include any hypothecation, mortgage, pledge, or encumbrance of this Agreement or the Facility by ATHENS, subject to the exceptions set forth in Section 7.3 below. A Transfer shall also include the transfer to any person or group of persons acting in concert of more than thirty percent (30%) of the present equity ownership and/or more than thirty percent (30%) of the voting control of ATHENS (jointly and severally referred to herein as the "Trigger Percentages"), taking all transfers into account on a cumulative basis, except transfers of such ownership or control interest to an affiliate owned or controlled by the present beneficial owners of ATHENS or members of their immediate family (within the third degree of consanguinity and spouses of such family members), or between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the transferor's immediate family. A transfer of interests (on a cumulative basis) in the equity ownership and/or voting control of ATHENS in amounts less than Trigger Percentages shall not constitute a Transfer subject to the restrictions set forth herein. In the event ATHENS or its successor is a corporation or trust, such Transfer shall refer to the transfer of the issued and outstanding capital stock of ATHENS, or of beneficial interests of such trust; in the event that ATHENS or any general partner comprising ATHENS is a limited or general partnership or a limited liability company, such Transfer shall refer to the transfer of more than the Trigger Percentages in the limited or general partnership or limited liability company interest; in the event that ATHENS or any general partner is a joint venture, such Transfer shall refer to the transfer of more than the Trigger Percentages of such joint venture partner, taking all transfers into account on a cumulative basis.

7.2 Transfers Require Approval. ATHENS shall not Transfer this Agreement or any of ATHENS' rights hereunder, or any interest in the Facility or in the improvements thereon, directly or indirectly, voluntarily or by operation of law, except as provided below, without the prior written approval of City (not to be unreasonably withheld, conditioned or delayed), and if so purported to be transferred, the same shall be null and void. ATHENS will submit its request for City consent to the City together with documents, including but not limited to: (i) the transferee's audited financial statements for the immediately preceding three (3) operating years; (ii) reasonably satisfactory evidence that the proposed transferee has municipal solid waste management experience on a scale equal to or exceeding the scale of operations conducted by ATHENS; (iii) reasonably satisfactory evidence that in the last five (5) years, the proposed transferee has not suffered any citations or other censure from any federal, state, or local agency having jurisdiction over its waste management operations due to any significant failure to comply with federal, state, or local waste management law and that the transferee has provided the City with a complete list of such citations and censures; (iv) reasonably satisfactory evidence that the transferee's key principals have no felony criminal convictions; (v) proof that the proposed assignee conducts its MMW management practices in accordance with sound waste management practices in full compliance with all federal, state, and local laws regulating the collection and disposal of waste, including hazardous waste; and (vi) any other information reasonably required by the City to ensure the proposed transferee can fulfill the terms of this

and the Other Agreements, including the payment of indemnities and damages and provision of bonds and/or performance standards.

7.3 Exceptions. The requirement to obtain City approval for a Transfer shall not apply to any of the following:

(a) Any mortgage, deed of trust, sale/lease-back, a pledge of equity collateral or other form of conveyance for financing and any resulting foreclosure therefrom.

(b) The granting of easements or dedications to any appropriate governmental entity or utility to facilitate the operation of the Facility.

(c) A sale or transfer resulting from or in connection with a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation.

(d) A sale or transfer to an affiliate of ATHENS owned or controlled by the present beneficial owners of ATHENS or members of their immediate family, or between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the transferor's immediate family.

7.4 Assumption of Obligations. No attempted Transfer of any of ATHENS' obligations hereunder shall be effective unless and until the successor party executes and delivers to City an assignment and assumption agreement in the form attached hereto as Exhibit "J". Following any such assignment or Transfer of any of the rights and interests of ATHENS under this Agreement, the exercise, use and enjoyment shall continue to be subject to the terms of this Agreement to the same extent as if the assignee or transferee were ATHENS.

7.5 Release of ATHENS. City's consent to a Transfer shall not be deemed to release ATHENS of liability for performance under this Agreement unless such release is specific and in writing executed by City, which release shall not be unreasonably withheld, conditioned, or delayed. Upon the written consent of City to the complete assignment of this Agreement and the express written assumption of the assigned obligations of Athens under this Agreement by the assignee, ATHENS shall be relieved of its legal duty from the assigned obligations under this Agreement, except to the extent ATHENS is in default under the terms of this Agreement prior to said transfer.

7.6 ATHENS to Pay Transfer Costs. ATHENS will pay City its reasonable expenses for attorneys' fees and investigation costs necessary to investigate the suitability of any proposed transferee or assignee and to review and finalize any documentation required as a condition for approving any such Transfer.

ARTICLE 8.0 AMENDMENT OF DEVELOPMENT AGREEMENT.

8.1 Initiation of Amendment. Either Party may propose an amendment to this Agreement.

8.2 Procedure. Except as set forth in Section 8.4 below, the procedure for proposing and adopting an amendment to this Agreement shall be the same as the procedure required for entering into this Agreement in the first instance.

8.3 Consent. Except as expressly provided in this Agreement, no amendment to all or any provision of this Agreement shall be effective unless set forth in writing and signed by duly authorized representatives of each of the Parties hereto and recorded in the Official Records of Los Angeles County.

8.4 Minor Modifications.

(a) Implementation of the Project may require minor modifications of the details of the Development Plan and performance of the Parties under this Agreement. The Parties desire to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. Therefore, non-substantive and procedural modifications of the Development Plan shall not require modification of this Agreement.

(b) A modification will be deemed non-substantive and/or procedural if it does not result in a material change in fees, intensity of use, permitted uses, the maximum height and size of buildings, the reservation or dedication of land for public purposes, the improvement and construction standards and specifications for the Facility, the quality of ATHENS' services or ability of ATHENS to fulfill all Performance Standards, Operational Obligations, changes of less than 10% in the improvement and construction standards and specifications for the Facility (e.g., for a height limit of 20 feet, a change of less than two feet is deemed non-material), unless otherwise specified herein or in Other Agreements, Permit requirements or Applicable Law.

8.5 Effect of Amendment to this Agreement. The Parties agree that except as expressly set forth in any such amendment, an amendment to this Agreement will not alter, affect, impair, modify, waive, or otherwise impact any other rights, duties, or obligations of either Party under this Agreement.

ARTICLE 9.0 LIMITATIONS ON AND RESERVATIONS OF AUTHORITY, INCLUDING FEES AND COSTS.

9.1 Later Enacted Measures. This Agreement is a legally binding contract which will supersede any statute, ordinance, or other limitation enacted after the Effective Date, except as provided in Section 9.2 below. Any such enactment which affects, restricts, impairs, delays, conditions, or otherwise impacts the implementation of the Development Plan (including the issuance of any Future Development Approvals or permits otherwise applicable to the Project) in any way contrary to the terms and intent of this Agreement shall not apply to the Project unless otherwise provided by State law.

9.2 Limitations, Reservations and Exceptions. Only the following Land Use Regulations adopted by City hereafter shall apply to and govern the Development of the Site ("Reservation of Authority"):

(a) Existing Land Use Regulations and Existing Development Approvals.

(b) Future Land Use Regulations. Future Land Use Regulations which (i) are not in conflict with the Existing Land Use Regulations, or (ii) are in conflict with the Existing Land Use Regulations but the application of which to the Development of the Site has been consented to in writing by ATHENS.

(c) State and Federal Laws and Regulations. Where state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, those Agreement provisions shall be modified, through revision or suspension, to the extent necessary to comply with such state or federal laws or regulations.

(d) Public Health and Safety/Uniform Codes. Including the following:

i. Adoption Automatic Regarding Uniform Codes. Future Land Use Regulations or amendments to Existing Regulations adopted by the City which are uniform codes and are based on recommendations of a multi-state professional organization and become applicable throughout City, such as, but not limited to, the Uniform Building, Electrical, Plumbing, Mechanical, or Fire Codes.

ii. Adoption Regarding Public Health and Safety/Uniform Codes. Future Land Use Regulations adopted by the City respecting public health and safety which are applicable throughout City, which are applicable to a significant number of businesses in the City, which are not directed exclusively or primarily against ATHENS, which result from findings by City that failure to adopt such Future Land Use Regulations would result in a serious condition injurious or detrimental to the public health and safety and that such Future General Regulations are reasonably necessary and limited to correct or avoid such injurious or detrimental condition.

iii. Adoption Automatic Regarding State and Regional Programs. Future Land Use Regulations or amendments to Existing Land Use Regulations adopted by the City which are regional codes and are based on recommendations of a state, county or regional organization and become applicable throughout the region.

9.3 Regulation by Other Public Agencies. It is acknowledged by the Parties that other public agencies not within the control of City possess authority to regulate aspects of the Development of the Site separately from or jointly with City and this Agreement does not limit the authority of such other public agencies nor does it in any form create a responsibility for City.

9.4 Limitation. City shall not, without the prior written consent of ATHENS, impose any additional fees, taxes or assessments on all or any portion of the Project, whether as a condition to a Future Development Approval or otherwise, except such fees, taxes and assessments as are described in or required by this Agreement and/or the Development Plan. This Agreement shall not prohibit the application of fees, taxes or assessments as follows:

(a) ATHENS shall be obligated to pay those fees, taxes or assessments which exist as of the date this Agreement is executed by the Parties and any increases or decreases in same as adopted by the City Council and imposed on a City-wide basis.

(b) ATHENS shall be obligated to pay any fees or taxes imposed on a City-wide basis which are not related to construction or Development activities, such as business license fees or taxes and utility taxes which are applicable to a significant number of businesses in the City and which are not directed exclusively or even primarily against ATHENS.

(c) ATHENS shall be obligated to pay all fees applicable to a permit application as charged by the City at the time such application is filed by ATHENS.

(d) ATHENS shall be obligated to pay any fees, taxes or assessments which are imposed on a City-wide basis or area-wide basis such as a utility tax, landscape or lighting assessment, or a community services assessment so long as the tax, fee or assessment was not directed exclusively or even primarily against owners, lessees, businesses, residents or occupants of the Project and which is applicable to a significant number of businesses (as measured by either actual number or magnitude of value) in the City.

(e) ATHENS shall be obligated to pay any fees as imposed pursuant to any assessment district established within the Project, and consented to by ATHENS, or pursuant to any other agreement entered into by ATHENS or otherwise proposed or consented to by ATHENS.

(f) ATHENS shall be obligated to pay any fees, taxes or assessments which were imposed as a condition of the Existing Approvals, including this Agreement.

(g) ATHENS shall be obligated to pay the Host Fee as required by this and Other Agreements.

9.5 Payment of Costs of Agreement. As part of ATHENS' Costs, ATHENS shall be responsible for City's costs of preparing, processing and publishing this Agreement pursuant to the terms of the Reimbursement Agreement.

9.6 Inconsistencies. It is expressly agreed that in the event of any inconsistency between the provisions or conditions of the Existing Land Use Regulations and the provisions of this Agreement, the provisions of this Agreement shall govern. The conditions of such Existing Land Use Regulations shall be interpreted insofar as possible to prevent such inconsistency, and in the event this Agreement is silent concerning an issue, the conditions of the Existing Land Use Regulations shall govern. As between several instruments, Other Agreements and regulations governing the Project, in the event of a clear and explicit conflict which cannot be resolved through interpretation, the following interpretive priorities shall apply: (1) the terms of this Agreement and Other Agreements shall prevail over the provisions of the Existing Land Use Regulations; (2) the terms of the Existing Development Approvals shall prevail over the terms of the Existing Land Use Regulations, except where such Existing Land Use Regulations are legally preemptive; and (3) the terms of the Existing Development Approvals shall take priority over the provisions of the FEIR approved in conjunction with the Project, except where the FEIR is legally preemptive.

ARTICLE 10.0 ENFORCEMENT; CONSTRUCTION DEFAULT, REMEDIES AND TERMINATION.

10.1 Rights of Nondefaulting Party after Default. The Parties acknowledge that both Parties shall have hereunder all legal and equitable remedies as provided by law following the occurrence of a default (as defined in Section 10.2 below) or to enforce any covenant or agreement herein. Before this Agreement may be terminated or action may be taken to obtain judicial relief the Party seeking relief for a default ("Nondefaulting Party") shall comply with the notice and cure provisions of Section 10.2.

10.2 Notice of Default and Opportunity to Cure. A Nondefaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other Party ("Defaulting Party") in its performance of a material duty or obligation of said Defaulting Party under the terms of this Agreement. However, the Nondefaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by Defaulting Party to cure such breach or failure ("Default Notice"). Upon receiving a Default Notice, at the election of either Party, the Parties shall meet to develop a written corrective action plan ("Correction Plan") to cure the alleged default and to prevent further occurrence of the problematic conditions established in the Notice. The Correction Plan shall be finally prepared by the City (or, at the election of the City, by ATHENS) within ten (10) business days after the meeting between the Public Works Director and/or City Manager or his/her designee and ATHENS. The Correction Plan may include additional procedures, as reasonably deemed necessary by the Public Works Director and/or City Manager designee, to reasonably assure that in the future the Facility will be operated in compliance with this Agreement.

The Defaulting Party shall be deemed in "default" under this Agreement, where: (i) the Defaulting Party has failed to cure the default described in the Default Notice within the earlier to occur of (x) thirty (30) days of the Defaulting Party's receipt of the Default Notice or (y) the date for cure set forth in the Correction Plan, or, in the case of a default that cannot be fully cured within thirty days, commences and diligently pursues a cure within thirty (30) days after the date of the Default Notice (subject to the provisions below), or (ii) a monetary default remains uncured for ten (10) days (or such lesser time as may be specifically provided in this Agreement).

10.3 Non-Monetary Defaults; Longer Cure Period. The Defaulting Party on a non-monetary default shall not be deemed in breach of this Agreement, and such default shall be waived, if such non-monetary default cannot reasonably be cured within the above-prescribed thirty-day period, and as long as the Defaulting Party does each of the following:

1. Notifies the Nondefaulting Party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the thirty (30) day period;

2. Notifies the Nondefaulting Party of the Defaulting Party's proposed course of action to cure the default;

3. Promptly commences to cure the default within the thirty (30) day period;

4. Makes periodic reports to the Nondefaulting Party as to the progress of the program of cure; and

5. Diligently prosecutes such cure to completion.

10.4 Termination Upon Default. Upon receiving a Default Notice, should the Defaulting Party fail to timely cure any default, or fail to diligently pursue such cure as prescribed above, the Nondefaulting Party may seek termination of this Agreement, in which case the Nondefaulting Party shall provide the Defaulting Party with a written notice of intent to terminate this Agreement and, at the Nondefaulting Party's option, any one or all of the Other Agreements ("Termination Notice"). The Termination Notice shall state that the Nondefaulting Party will elect to terminate the Agreement and such other Agreements as the Nondefaulting Party elects to terminate within thirty (30) days and state the reasons therefor (including a copy of any specific charges of default) and a description of the evidence upon which the decision to terminate is based. Once the Termination Notice has been issued, the Nondefaulting Party's election to terminate Agreements will only be rescinded (i) if the Defaulting Party fully and completely cures all defaults prior to the date of termination, or (ii) pursuant to Section 10.5, below.

10.5 ATHENS' Hearing Opportunity Prior to Termination. If ATHENS is the Defaulting Party pursuant to Section 10.2 above, then the City's Termination Notice to ATHENS shall additionally specify that ATHENS has the right to a hearing prior to the City's termination of any Agreements ("Termination Hearing"). The Termination Hearing shall be scheduled as an open public hearing item at a regularly-scheduled City Council meeting within thirty (30) days of the Termination Notice, subject to any legal requirements including but not limited to the Ralph M. Brown Act, Government Code Sections 54950-54963. At said Termination Hearing, ATHENS shall have the right to present evidence to demonstrate that it is not in default and to rebut any evidence presented in favor of termination. Based upon substantial evidence presented at the Termination Hearing, the Council may, by adopted resolution, act as follows:

1. Decide to terminate this Agreement and, at its option, any one or all of the Other Agreements, except as the City Council shall otherwise direct by resolution; or

2. Determine that ATHENS is innocent of a default and, accordingly, dismiss the Termination Notice and any charges of default; or

3. Impose conditions on a finding of default and a time for cure, such that ATHENS' fulfillment of said conditions will waive or cure any default.

Findings of a default or a conditional default must be based upon substantial evidence supporting the following two findings: (i) that a default in fact occurred and has continued to exist without timely cure, and (ii) that such default has caused or will cause a material breach of this Agreement and/or a substantial negative impact upon public health, safety and welfare, the environment, the

City or the financial terms established in the Agreements, Facility operations, or such other interests that the City and public may have in the Facility.

10.6 Interest on Monetary Default. In the event ATHENS fails to perform any monetary obligation under this Agreement, ATHENS shall pay interest thereon at the rate of ten percent (10%) per annum from and after the due date of said monetary obligation until payment is actually received by City.

10.7 Cross Default. In the event that the City Council, following a hearing on an ATHENS Default pursuant to Section 10.5 hereof, determines to terminate this Agreement as a remedy for such default, such determination shall concurrently cause termination of the Other Agreements, except as the City Council shall otherwise direct by resolution.

10.8 Liquidated Damages. In addition to the remedies for an ATHENS Default provided in this Agreement, the liquidated damages provisions set forth in the Franchise Agreement–Operations and the Franchise Agreement–Trash Collection and Street Sweeping shall apply.

10.9 Continued Lawful Use of Facility After Termination of This Agreement. Termination or expiration of this or the other Agreements shall not restrict ATHENS from future use of the Site in accordance with then-current Applicable Laws, including but not limited to zoning of the Site and any requirements of the City's entitlement process and Development Approvals. To this end, the termination of the Agreement shall terminate, at a minimum and without limitation, the grant-of-franchise effected by the Franchise Agreements. The Host Fee shall terminate when the Facility ceases to be used for the receipt, processing and transfer of MMW.

10.10 Remainder of Term. If this Agreement is terminated for any reason, the City shall remain entitled to retain or collect (i) all the costs due and owing to the City under the Reimbursement Agreement and/or MOU, as well as (ii) any Host Fees due and owing to the City as of the date of termination, *plus* (iii) any Host Fees accruing from ATHENS' operations of the Facility after the date of termination so long as the Facility is in operation by ATHENS.

ARTICLE 11.0 INDEMNITY AND ENVIRONMENTAL LIABLITY.

11.1 Indemnity Obligations. ATHENS will be required to protect, defend, indemnify and hold harmless City, Agency and their elected officials, officers, employees, volunteers and agents ("Indemnified Parties") from and against any and all Claims or Litigation arising out of or resulting in any way from: (i) City's approval of this Agreement, (ii) ATHENS's exercise of the rights under this Agreement, (iii) any claims for personal injury, loss, or damage arising during construction or thereafter due to ATHENS's operations upon the Site; (iv) any repair, cleanup or detoxification, or preparation and implementation of any removal, remediation, response, closure, or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous waste and/or household hazardous waste (as such terms will be broadly defined) deposited after the commencement of Project Development at any place where ATHENS delivers, stores, processes, composts, or disposes of solid waste, (v) fines or penalties imposed by the California Integrated Waste Management Board in the event the diversion,

source reduction and recycling goals of AB 939 are not met by City with respect to the waste stream covered by this Agreement or if ATHENS's delays in providing information prevents City from submitting reports required by AB 939 in a timely manner, and (vi) Claims pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA", 42 U.S.C. Section 9607 (e), and California Health and Safety Code Section 25364, the Resource Conservation and Recovery Act, "RCRA", 42 U.S.C. Sections 6901 et seq. or other similar federal, state or local law or regulation. Such indemnification shall not cover any Claim due to the extent of the negligence or willful acts of the Indemnified Parties or the Indemnified Parties have received compensation from an insurance carrier for the full amount of such Claim. Such indemnification shall be limited to Claims resulting directly from ATHENS's services and obligations under the terms of the Agreements and will survive the termination of the Agreements

11.2 Condition of Site and Site Operations.

(a) Disclaimer of Warranties Concerning the Site including the Site. ATHENS understands and agrees that the Site is in an "AS-IS" condition and that ATHENS shall be responsible for addressing at its expense the physical, environmental and geotechnical condition of the Site, and the existence of any contamination, Hazardous Materials, debris, or other structures located on, under or about the Site to the extent necessary to develop and construct the Facility. City specifically disclaims all representations or warranties of any nature concerning the Site made by it, City and its employees, agents and representatives. The foregoing disclaimer includes, without limitation, topography, climate, air, water rights, utilities, present and future zoning, soil, subsoil, existence of Hazardous Materials or similar substances, the purpose for which the Site is suited, or drainage. City makes no representation or warranty concerning the compaction of soil, nor of the suitability of the soil for construction.

(b) Hazardous Materials. ATHENS understands and agrees that in the event ATHENS incurs any loss or liability concerning Hazardous Materials (as hereinafter defined) and/or oil wells and/or underground storage tanks and/or pipelines whether attributable to events occurring prior to or following the Effective Date of this Agreement, then ATHENS may look to prior owners of the Site, but under no circumstances shall ATHENS look to City or Agency for any liability or indemnification regarding Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines. ATHENS, and each of the entities constituting ATHENS, if any, hereby waives, releases, remises, acquits and forever discharges and its officers, employees, and agents of and from any and all Environmental Claims, Environmental Cleanup Liability and Environmental Compliance Costs, as those terms are defined below, and from any and all actions, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, loss, costs, liabilities and expenses, which concern or in any way relate to the physical or environmental conditions of the Site, the existence of any Hazardous Material thereon, or the release or threatened release of Hazardous Materials therefrom, whether existing prior to, at or after the Certificate of Completion. It is the intention of the Parties pursuant to this release that any and all responsibilities and obligations of City or Agency and any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of ATHENS, its successors, assigns or any affiliated entity of ATHENS, arising by virtue of the physical or environmental condition of the Site, the existence of any Hazardous Materials thereon, or any release or threatened release of Hazardous Material therefrom, are by this Release provision declared null and void and of no

present or future force and effect as to the Parties. In connection therewith, ATHENS and each of the entities constituting ATHENS, expressly agree to waive any and all rights which said Party may have under Section 1542 of the California Civil Code which provides as follows:

> ***"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."***

ATHENS' INITIALS: _____ CITY'S INITIALS: _____

(c) Indemnity. ATHENS shall indemnify and hold harmless City and its officers, employees, agents and representatives (collectively, the "Indemnified Parties") from and against any and all Environmental Claims, Environmental Cleanup Liability, Environmental Compliance Costs, and any other claims, actions, suits, legal or administrative orders or proceedings, demands or other liabilities resulting at any time from the release of any Hazardous Materials of any kind whatsoever, in, on or under the Site at any time after construction of Site improvements and whether arising due to construction or thereafter, due to Facility operations, and including, but not limited to, all foreseeable and unforeseeable damages, fees, costs, losses and expenses, including any and all attorneys' fees and environmental consultant fees and investigation costs and expenses, directly or indirectly arising therefrom, and including fines and penalties of any nature whatsoever, assessed, levied or asserted against any Indemnified Parties to the extent that the fines and/or penalties are the result of a violation or an alleged violation of any Environmental Law.

(d) Definitions. For purposes of this Section 11.2, the following terms shall have the following meanings:

(1) **"Environmental Claim"** means any claim for personal injury, death and/or property damage made, asserted or prosecuted by or on behalf of any third party, including, without limitation, any governmental entity, relating to the Site or its operations and arising or alleged to arise under any Environmental Law.

(2) **"Environmental Cleanup Liability"** means any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination or any Hazardous Materials on or under all or any part of the Site, including the ground water thereunder, including, without limitation, (i) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (ii) any cost, expense, loss or damage incurred with respect to the Site or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

(3) **"Environmental Compliance Cost"** means any cost or expense of any nature whatsoever necessary to enable the Site to comply with all applicable Environmental Laws in effect. "Environmental Compliance Cost" shall include all costs necessary to demonstrate that the Site is capable of such compliance.

(4) **"Environmental Law"** means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (i) pollution or protection of the environment, including natural resources, (ii) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities, or (iv) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

(5) **"Hazardous Material"** is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (i) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (ii) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (iii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iv) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (v) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (vi) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (ix) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. Section 1317; (xi) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.* (42 U.S.C. § 6903); (xii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq.* (42 U.S.C. § 9601); (xiii) defined as "Hazardous Material" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, *et seq.*; or (xiv) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time hereafter, in effect.

11.3 Third-Party Litigation.

(a) Non-liability of City. As set forth above, City has determined that this Agreement is consistent with the General Plan, as amended by the Development Approvals, and that the General Plan meets all of the legal requirements of state law. The Parties acknowledge that:

(1) In the future there may be challenges to legality, validity and adequacy of the General Plan, as amended by the Development Approvals; and

(2) If successful, such challenges could delay or prevent the performance of this Agreement and the development of the Property.

In addition to the other provisions of this Agreement, including, without limitation, the provisions of this Article 13, City shall have no liability under this Agreement for any failure of City to perform under this Agreement or the inability of ATHENS to develop the Project as contemplated by the Development Plan or this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, the Land Use Regulations, this Agreement, or portions thereof, are invalid or inadequate or not in compliance with law.

(b) Revision of Land Use Restrictions. If for any reason the General Plan, Land Use Regulations, this Agreement or any part thereof is hereafter judicially determined as provided above to be not in compliance with the State or Federal Constitutions, laws or regulations and if such noncompliance can be cured by an appropriate amendment thereof otherwise conforming to the provisions of this Agreement, then this Agreement shall remain in full force and effect to the extent permitted by law. The Development Plan and this Agreement shall be amended, as necessary, in order to comply with such judicial decision.

(c) Participation in Litigation; Indemnity. ATHENS agrees to indemnify Agency, City and their elected boards, commissions, officers, agents and employees and will hold and save them and each of them harmless from any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations and expenses (including but not limited to attorneys' fees and costs) against the City and/or Agency for any Claims or Litigation which arise during the Term of this Agreement directly relating to ATHENS' occupancy of, or activities on, the Site. City or Agency shall promptly provide ATHENS with notice of the pendency of any such Claims or Litigation and request that ATHENS defend the same. If City or Agency fails promptly to notify ATHENS of any such Claims or Litigation or fails to cooperate fully in the defense thereof, ATHENS shall not, thereafter, be responsible to defend, indemnify, or hold harmless City/Agency. Claims or Litigation may be defended by the City Attorney's office or use legal counsel of the City's choosing, but ATHENS shall reimburse City or Agency, as appropriate, for any reasonable legal costs incurred by City/Agency. In any case neither City nor Agency shall have liability to ATHENS. ATHENS' obligation to pay the defense cost shall extend until judgment and thereafter through any appeals. In the event of an appeal or a settlement offer, the Parties will confer in good faith as to how to proceed, and the resolution of any such appeal and the Parties' response to any such settlement offer shall require the consent of both Parties, which consent shall not be unreasonably withheld, conditioned or delayed.

(1) After two (2) years have elapsed from the filing of any court action on any Claims or Litigation without resolution of such action, the Parties agree to meet and confer within thirty (30) days, and to continue to meet and confer for a period of up to six (6) months thereafter (the "Settlement Negotiation Period"), to work in good faith towards a proposed settlement offer to the counterparties in such Claims or Litigation, and negotiate such settlement to a mutually satisfactory resolution (a "Settlement"). Each Party shall be reasonable in its approval or disapproval of any proposed Settlement. Upon the expiration of the Settlement

Negotiation Period, if the Parties are unable to agree upon a mutually-acceptable Settlement proposal to the counterparty(ies), then the City/Agency shall have the unilateral right to settle such Claims or Litigation brought against it in its sole and absolute discretion. If ATHENS opposes the terms of the Settlement entered into by the City/Agency, then ATHENS may elect, in its sole and absolute discretion, to either (a) terminate this Agreement, in which event any amounts paid by ATHENS to the City under the Reimbursement Agreement (or any amendments thereto) and not actually expended by the City or Agency for the purposes set forth therein will be returned to ATHENS, and the Parties shall have no further obligations to one another under this Agreement, or (b) agree to proceed with the Project, as modified by the Settlement.

(2) In the event that ATHENS agrees to proceed with the Project, but the Settlement would result in a material adverse change in the density or intensity of the Project (as reasonably determined by the parties), then the following amounts shall be returned to ATHENS by the City/Agency: (i) any amounts paid by ATHENS to the City under the Reimbursement Agreement (or any amendments thereto) and not actually expended by the City/Agency for the purposes set forth therein will be returned to ATHENS, and (ii) any documented Aggregate Entitlements Defense Costs (defined below) actually paid by ATHENS to the City Attorney or other designated legal representatives of the City/Agency in the subject litigation.

(3) Notwithstanding anything to the contrary set forth herein, if at any time the aggregate costs of attorneys' fees (including those of the City Attorney), court costs and/or consultant fees incurred in the course of defending the legality, validity or adequacy of this Agreement, Development Approvals, or other actions of City or Agency pertaining to the approval of the Project (the "Aggregate Entitlements Defense Costs"), equal or exceed the amount of (i) One Million Dollars ($1,000,000) *less* (ii) the aggregate amount of any costs actually paid from the "Seventh Deposit" per that Fifth Amendment to the Reimbursement Agreement dated March 9, 2016, and not otherwise returned to ATHENS as set forth in this Section (the "Seventh Deposit Amount"), *then* ATHENS shall have the right (but not the obligation) at any time to terminate this Agreement and the DDA. Any portion of the Seventh Deposit not actually expended by the City or Agency for the purposes set forth in the Reimbursement Agreement will be returned to ATHENS, and the Parties shall have no further obligations to one another under this Agreement. Nothing in this paragraph shall be construed as limiting or waiving, in whole or part, ATHENS' indemnity or hold harmless obligations to the City with respect to damages or other costs for Claims or Litigation that do not qualify as Aggregate Entitlements Defense Costs.

(4) ATHENS shall automatically receive a one (1)-year Rolling Extension under the Franchise Agreement – Trash Collection and Street Sweeping for every Two Hundred Thousand Dollars ($200,000) funded with respect to both Aggregate Entitlements Defense Costs and the Sixth Deposit Amount, not to exceed five (5) years of cumulative Rolling Extensions, it being understood that the Rolling Extensions granted pursuant to this clause (4) may not be terminated by the City excepting in the case of a default by Developer of this Agreement, the DDA, the Reimbursement Agreement, or any other Project-related Agreement that would otherwise permit the City to terminate the applicable agreement(s) in accordance with its/their terms), are not discretionary in nature, and shall apply without regard to whether the MRF/TS is ultimately developed by ATHENS.

11.4 Survival of Indemnity Objections. Notwithstanding any other provision of this Agreement, ATHENS' release and indemnification as set forth in the provisions of this Article 11, shall survive the termination of this Agreement and shall continue in perpetuity.

ARTICLE 12.0 BODILY INJURY, PROPERTY DAMAGE, AND WORKERS' COMPENSATION INSURANCE.

12.1 Types of Insurance. Prior to the entry of ATHENS on the Site and the commencement of any construction by or on behalf of ATHENS, ATHENS shall procure and maintain (or cause to be procured and maintained), at its sole cost and expense, in a form and content reasonably satisfactory to City, during the entire term of such entry or construction, the following policies of insurance:

(a) Garage Liability or Commercial General Liability Insurance (collectively "CGL"). ATHENS shall keep or cause to be kept in force CGL insurance against claims for bodily injury and property damage liability arising from the use, occupancy, disuse, or condition of the Site, improvements, affected by such use of the Site for Five Million Dollars ($5,000,000.00) combined single limit and in the aggregate annually for bodily injury or property damage. City shall be named as an additional insured on such CGL policy.

(b) Builder's Risk Insurance. ATHENS shall procure and shall maintain (or cause to be procured and maintained) in force "all risks" builder's risk insurance including vandalism and malicious mischief, covering improvements in place and all material and equipment at the job site furnished under contract, but excluding contractor's, subcontractor's, and construction manager's tools and equipment and property owned by contractor's or subcontractor's employees, with limits in accordance with subsection (a) above. ATHENS shall not be required to maintain coverage for earthquake or flood risk.

(c) Workers' Compensation. ATHENS shall also furnish or cause to be furnished to City evidence reasonably satisfactory to it that any contractor with whom ATHENS has contracted for the performance of any work for which ATHENS is responsible hereunder carries workers' compensation insurance as required by law.

(d) Other Insurance. ATHENS may procure and maintain any insurance not required by this Agreement.

12.2 Insurance Policy Form, Content and Insurer. All insurance required by express provisions hereof shall be carried only by insurance companies authorized to do business by California, rated "A-" or better in the most recent edition of Best Rating Guide, and only if they are of a financial category Class VIII or better, unless such insurance is not available form companies meeting such standards at a commercially reasonable price and City agrees in writing to different standards. All such property policies shall contain language, to the extent obtainable, to the effect that (i) any insured loss shall be payable notwithstanding any unintentional act of negligence of City or ATHENS that does not result in the forfeiture of the insurance; (ii) ATHENS waives the right of subrogation against City and against City's agents and representatives; (iii) the policies are primary and noncontributing with any insurance that may be carried by City; and (iv) the policies cannot be canceled or have limits, coverage or

deductibles materially changed except after thirty (30) days' written notice by the insurer to City or City's designated representative. ATHENS shall furnish City with certificates evidencing the insurance. City shall be named as additional insured on all policies of insurance required to be procured by the terms of this Agreement other than workers' compensation insurance.

12.3 Failure to Maintain Insurance and Proof of Compliance. ATHENS shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required hereunder within the following time limits: (a) For insurance required above, prior to entry of ATHENS on the Site and the commencement of any construction by or on behalf of ATHENS; and (b) for any renewal or replacement of a policy already in existence, simultaneously with the expiration or termination of the existing policy. If ATHENS fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish City with required proof that the insurance has been procured and is in force, such failure shall be a default hereunder, subject to the applicable cure period.

ARTICLE 13.0 EFFECT OF AGREEMENT ON TITLE; ESTOPPEL.

13.1 Binding on Successors. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring any rights or interests in ATHENS' Property, or any portion thereof, whether by operation of laws or in any manner whatsoever and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns.

13.2 Enforceability as Covenants. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to Applicable Law.

13.3 Covenants Run with the Land. Each covenant to do or refrain from doing some act on the Site hereunder (i) is for the benefit of and is a burden upon every portion of the Site, (ii) runs with such lands, and (iii) is binding upon each Party and each successive owner during its ownership of such properties or any portion thereof, and each person having any interest therein derived in any manner through any owner of such lands, or any portion thereof, and each other person succeeding to an interest in such lands.

13.4 Estoppel Certificates. Either Party may at any time deliver written Notice to the other Party requesting an estoppel certificate (the "Estoppel Certificate") stating:

(a) The Agreement is in full force and effect and is a binding obligation of the Parties; and

(b) The Agreement has not been amended or modified either orally or in writing or, if so amended, identifying the amendments; and

(c) That no enforcement actions are outstanding or if so the status thereof.

13.5 A Party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting Party within thirty (30) days after receipt of the request. The Estoppel Certificate shall be in a form reasonably approved by the City Attorney's Office and ATHENS, and ATHENS shall pay all of City's reasonable costs incurred in issuing such Estoppel Certificate.

ARTICLE 14.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION.

14.1 Non-liability of City Officers and Employees. No official, agent, contractor, or employee of City shall be personally liable to ATHENS, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to ATHENS or to its successor, or for breach of any obligation of the terms of this Agreement.

14.2 Conflict of Interest. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision to the Agreement which affects the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation.

14.3 Covenant Against Discrimination. ATHENS covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of this Development Agreement. ATHENS shall take affirmative action to insure that employees are treated during employment without regard to their race, color, creed religion, sex, marital status, national origin or ancestry.

ARTICLE 15.0 GENERAL.

15.1 No Third Party Beneficiaries. The only parties to this Agreement are ATHENS and City. There are no third party beneficiaries, and this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person whatsoever.

15.2 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

15.3 Relationship of Parties. It is specifically understood and agreed by and between the Parties that the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that such Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. The only relationship between City and ATHENS is that of a government entity regulating the development of private property and the owner of such private property.

15.4 Entire Agreement. Except as this Agreement may be implemented through the other Agreements, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and this Agreement supersedes all previous

negotiations, discussions, and agreements between the Parties. No parole evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement.

15.5 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

15.6 Counterparts. This Agreement may be executed by the Parties in counterparts which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

15.7 Recording. The City Clerk shall cause a copy of this Agreement or a Memorandum of Agreement to be executed by City and recorded in the Official Records of Los Angeles County no later than thirty (30) days after the Effective Date. The recordation of this Agreement is deemed a ministerial act and the failure of City to record the Agreement as required by this Section and the Agreement Statute does not make this Agreement void or ineffective.

15.8 Authority to Execute. The Persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Development Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, (iv) the entering into of this Agreement does not violate any provision of any other Agreement to which said Party is bound and (v) there is no litigation or legal proceeding which would prevent the Parties from entering into this Agreement.

15.9 Notices. Except as expressly provided to the contrary herein, any notice, consent, report, demand, document or other such item to be given, delivered, furnished or received hereunder shall be deemed given, delivered, furnished, and received when given in writing and personally delivered to an authorized agent of the applicable party, or upon delivery by the United States Postal Service, first-class registered or certified mail, postage prepaid, return receipt requested, or by a national "overnight courier" such as Federal Express, at the time of delivery shown upon such receipt; in either case, delivered to the address, addresses and persons as each party may from time to time by written notice designate to the other and who initially are:

If to Athens: Athens Services
P.O. Box 6009
City of Industry, CA 91716-0009
Attention: President

With copy to: Gibson, Dunn & Crutcher LLP
333 South Grand Avenue, Suite 4900
Los Angeles, CA 90071
Attention: Amy Forbes

If to Agency: Successor Agency to the Irwindale
Community Redevelopment Agency
5050 North Irwindale Avenue
Irwindale, CA 91706

With copy to: Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
Attention: Adrian Guerra, City Attorney

ARTICLE 16.0 MORTGAGEE PROTECTION.

16.1 Definitions. As used in this Section, the term "mortgage" shall include any mortgage, deed of trust, or other security interest, or sale and lease-back, or any other form of conveyance for financing collateralized by the Site. The term "holder" shall include the holder of any such mortgage, deed of trust, or other security interest, or the grantee under any other conveyance for financing.

16.2 No Encumbrances Except Mortgages to Finance the Project. Notwithstanding the restrictions on transfer in Article 7, mortgages required for any reasonable method of financing of the construction of the Project improvements are permitted before issuance of a Certificate of Completion but only for the purpose of securing loans of funds used or to be used for financing the improvement of the Site, for the construction of Project improvements thereon, and for any other expenditures necessary and appropriate to develop the Site under this Agreement, or for restructuring or refinancing any of same and the reasonable costs and expenses associated therewith, so long as the refinancing does not exceed the then-outstanding balance of the existing financing by an amount in excess of the costs, fees, prepayments and other expenses reasonably incurred in the refinancing. ATHENS (or any entity permitted to acquire title under this Section) shall notify the City in writing prior to any mortgage, if ATHENS or such entity proposes to enter into the same before issuance of the Certificate of Completion. ATHENS or such entity shall not enter into any such conveyance for financing without the prior written approval of the City. Any lender approved by the City shall not be bound by any amendment, implementation, or modification to this Agreement subsequent to its approval without such lender giving its prior written consent thereto. In any event, ATHENS shall promptly notify the City of any mortgage, encumbrance, or lien that has been created or attached thereto prior to issuance of a Certificate of Completion, whether by voluntary act of ATHENS or otherwise.

16.3 ATHENS' Breach Shall Not Defeat Mortgage Lien. ATHENS' breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render invalid the lien of any mortgage made in good faith and for value as to the Site, or any part thereof or

interest therein, but unless otherwise provided herein, the terms, conditions, covenants, restrictions, easements, and reservations of this Agreement shall be binding and effective against the holder of any such mortgage of the Site whose interest is acquired by foreclosure, trustee's sale or otherwise.

16.4 Holder Not Obligated to Construct or Complete Improvements. The holder of any mortgage shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Site or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

16.5 Notice of Default to Mortgagee, Deed of Trust or Other Security Interest Holders. Whenever City shall deliver any notice or demand to ATHENS with respect to any breach or default by ATHENS hereunder, City shall at the same time deliver a copy of such notice or demand to each holder of record of any mortgage who has previously made a written request to City therefor, or to the representative of such lender as may be identified in such a written request by the lender. No notice of default shall be effective as to the holder unless such notice is given.

16.6 Right to Cure. Each holder (insofar as the rights of City are concerned) shall have the right, at its option, within ninety (90) days after the receipt of the notice, to:

(a) Obtain possession, if necessary, and to commence and diligently pursue said cure until the same is completed, and

(b) Add the cost of said cure to the security interest debt and the lien or obligation on its security interest;

provided that in the case of a default which cannot with diligence be remedied or cured within such ninety (90) day period, such holder shall have additional time as reasonably necessary to remedy or cure such default.

In the event there is more than one such holder, the right to cure or remedy a breach or default of ATHENS under this Section shall be exercised by the holder first in priority or as the holders may otherwise agree among themselves, but there shall be only one exercise of such right to cure and remedy a breach or default of ATHENS under this Section.

No holder shall undertake or continue the construction or completion of the improvements (beyond the extent necessary to preserve or protect the improvements or construction already made) without first having expressly assumed ATHENS' obligations to City by written agreement satisfactory to City with respect to the Site or any portion thereof in which the holder has an interest. The holder must agree to complete, in the manner required by this Agreement, the improvements to which the lien or title of such holder relates, and submit evidence satisfactory to the City that it has the qualifications and financial responsibility necessary to perform such obligations. Any holder properly completing such improvements shall be entitled, upon written request made to City, to a Certificate of Completion from City.

16.7 City's Rights upon Failure of Holder to Complete Improvements. In any case where one hundred eighty (180) days after default by ATHENS in completion of construction of Project improvements under this Agreement, the holder of any mortgage creating a lien or encumbrance upon the Site or improvements thereon has not exercised the option to construct afforded in this Section or if it has exercised such option and has not proceeded diligently with construction, City may, after ninety (90) days' notice to such holder and if such holder has not exercised such option to construct within said ninety (90) day period, purchase the mortgage, upon payment to the holder of an amount equal to the sum of the following:

(a) The unpaid mortgage debt plus any accrued and unpaid interest (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings, if any);

(b) All expenses, incurred by the holder with respect to foreclosure, if any;

(c) The net expenses (exclusive of general overhead), incurred by the holder as a direct result of the ownership or management of the Site, such as insurance premiums or real estate taxes, if any;

(d) The costs of any improvements made by such holder, if any; and

(e) An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence to the date of payment by the City.

In the event that the holder does not exercise its option to construct afforded in this Section, and City elects not to purchase the mortgage of holder, upon written request by the holder to City, City agrees to use reasonable efforts to assist the holder selling the holder's interest to a qualified and responsible party or parties (as determined by City), who shall assume the obligations of making or completing the improvements required to be constructed by ATHENS, or such other improvements in their stead as shall be satisfactory to City. The proceeds of such a sale shall be applied first to the holder of those items specified in subparagraphs (a) through (e) hereinabove, and any balance remaining thereafter shall be applied as follows:

(a) First, to reimburse City, on its own behalf and on behalf of the City, for all costs and expenses actually and reasonably incurred by City, including but not limited to payroll expenses, management expenses, legal expenses, and others.

(b) Second, to reimburse City, on its own behalf and on behalf of the City, for all payments made by City to discharge any other encumbrances or liens on the Site or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due, to obligations, defaults, or acts of ATHENS, its successors or transferees.

(c) Third, any balance remaining thereafter shall be paid to ATHENS.

16.8 Right of City to Cure Mortgage, Deed of Trust or Other Security Interest; Default. In the event of a default or breach by ATHENS (or entity permitted to acquire title under this Section) of a mortgage prior to the issuance by City of a Certificate of Completion for the Site or portions thereof covered by said mortgage, and the holder of any such mortgage has not exercised its option to complete the Project, City may cure the default prior to completion of any foreclosure. In such event, City shall be entitled to reimbursement from ATHENS or other entity as appropriate of all costs and expenses incurred by City in curing the default, including legal costs and attorneys' fees, which right of reimbursement shall be secured by a lien upon the Site to the extent of such costs and disbursements. Any such lien shall be subject to:

(a) Any mortgage for financing permitted by this Agreement; and

(b) Any rights or interests provided in this Agreement for the protection of the holders of such mortgages for financing;

Provided, however, that nothing herein shall be deemed to impose upon City any affirmative obligations (by the payment of money, construction or otherwise) with respect to the Site in the event of its enforcement of its lien.

16.9 Right of the City to Satisfy Other Liens on the Property After Conveyance of Title. After the conveyance of Title, if applicable, and prior to the recordation of a Certificate of Completion for construction and development, and after ATHENS has had a reasonable time to challenge, cure, or satisfy any liens or encumbrances on the Site or any portion thereof, the City shall have the right to satisfy any such liens or encumbrances; provided, however, that nothing in this Agreement shall require ATHENS to pay or make provision for the payment of any tax, assessment, lien or charge so long as ATHENS in good faith shall contest the validity or amount thereof, and so long as such delay in payment shall not subject the Site or any portion thereof to forfeiture or sale.

16.10 Minor Amendments. City's Planning Director shall be authorized to approve and execute minor non-substantive amendments to this Agreement as may be requested by ATHENS' lender in relation to the protection of such lender's security interest in the Site, without formal approval of the Planning Commission or City Council.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, City and ATHENS have executed this Agreement on the date first above written.

ATHENS
ARAKELIAN ENTERPRISES, INC., dba
ATHENS SERVICES, a California corporation

By: _____
Ron Arakelian, Jr.,
Board Chairman

By: _____
Michael Arakelian,
Vice President/Secretary

CITY
CITY OF IRWINDALE

By: _____
Mayor

ATTEST:

_____
Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

On ____, 20__, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Signature (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

On ____, 20__, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Signature (Seal)

EXHIBIT A
FACILITY SCOPE & COMPONENTS

ATHENS proposes to construct the Project on the Site in up to three (3) phases, based on market demand and the capacity constraints of the phase(s) of the Project then-constructed. As more particularly set forth on the Schedule of Performance, the obligation to construct the second (and, if applicable, third) phase(s) of the Project shall be triggered at such time that the City reasonably determines, in consultation with ATHENS, that those portions of the MRF/TS then-constructed have been operating at eighty-five percent (85%) of maximum capacity for a continuous three (3)-month period, such that additional capacity must be constructed in order to meet the projected demand at the MRF/TS for the next ____ years. The proposed improvements may consist of the following proposed uses and approximate square footages to be developed based on market factors as reasonably determined by ATHENS over time:

Project Element	Aggregate Approximate Square Footage	Phase 1 Approximate Square Footage
Construction and Debris	41,500 s.f.	_____ s.f.
Self-Haul – Construction & Debris	52,000 s.f.	_____ s.f.
Employee Area	9,249 s.f.	_____ s.f.
Convenience Store	2,587 s.f.	_____ s.f.
Scale House (4 Total)	200 s.f.	_____ s.f.
Office	12,780 s.f.	_____ s.f.
MRF/Transfer Station	104,732 s.f.	_____ s.f.
Material Staging	25,000 s.f.	_____ s.f.
Maintenance	17,180 s.f.	_____ s.f.
TOTAL:	Approx. 265,228 s.f.	Approx. _____ s.f.

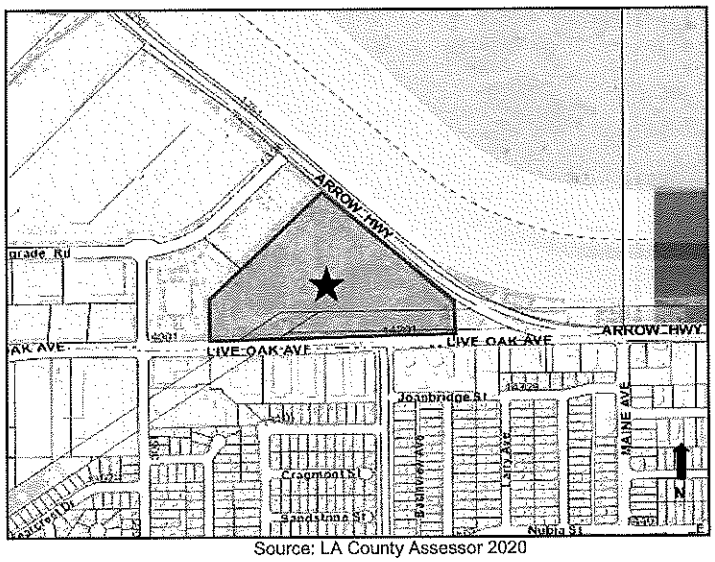
EXHIBIT B

MAP AND LEGAL DESCRIPTION OF THE SITE

P M 231-15-18 LOT 2

APN: 8535-001-911

Site Address: 2200 Arrow Highway, Irwindale, CA 91706



Source: LA County Assessor 2020

EXHIBIT C

PROJECT DEPICTION

See Project Plans

EXHIBIT D

LIST OF OFF-SITE IMPROVEMENTS

Item Number	Location of Improvement	Description of improvement
1	I-605 NB Off-Ramp (NS) / Live Oak Avenue (Eastbound and Westbound)	Install two new traffic signals per Caltrans standards. Construct a 2nd northbound right turn lane; Resurface and restripe intersection and Off-Ramp; Traffic signal modification to Caltrans signalized intersection at N/B On-Ramp
2	Intersection of Arrow Highway (NS) and Project Driveway 1 (EW)	Construct a concrete intersection per City standard Construct a new traffic signal with the followings geometry: Northbound Approach: One left turn lane (two way turn lane) and two through lanes. Southbound Approach: Two through lanes and one right turn lane Eastbound Approach: One left turn lane and one right turn lane. Westbound Approach: N/A
3	Intersection of Arrow Highway (NS) and Project Driveway 2 (EW)	Construct a concrete intersection per City standard A stop control at driveway 2 Northbound Approach: One left turn lane (two way turn lane) and two through lanes. Southbound Approach: Two through lanes and one right turn lane. Eastbound Approach: One shared left turn and right turn lane. Westbound Approach: N/A
4	Intersection of Live Oak Avenue (EW) and Baldwin Park Boulevard (NS)	Traffic signal modification adding video vehicle detection per City Standard Northbound Approach: Two left turn lanes and one shared through-right turn lane. Southbound Approach: One left turn lane and one shared through-right turn lane. Eastbound Approach: One left turn lane (100-foot pocket length), two through lanes, and one defacto right turn lane Westbound Approach: One left turn lane, two through lanes, and one right turn lane.
5	Arrow Highway between Project Driveway 1 and 2	Construct a right-in/right-out access for the convenience store located between Driveway 1 and Driveway 2 along Arrow Highway. Eliminate convenience store Driveway located immediately to the north of Driveway 1 along

		Arrow Highway.
6	I-605 SB Off-Ramp (NS) / Arrow Highway	Traffic Signal Modification per Caltrans Standard Construct a 2nd southbound left turn lane per Caltrans Standard Restripe intersection per Caltrans Standard
7	Intersection of Live Oak Avenue and Arrow Highway (East Intersection)	Traffic Signal Modification adding video vehicle detection per City Standard Resurfacing and restripe intersection per City Standard
8	Intersection of Arrow Highway and Rivergrade Road	Construct a concrete intersection per City standard Traffic Signal Modification adding video vehicle detection per City Standard
9	Intersection of Live Oak Avenue and Rivergrade Road	Construct a concrete intersection per City standard Traffic Signal Modification adding video vehicle detection per City Standard
10	Arrow Highway between Live Oak Avenue and I-605 Fwy	Resurfacing and restripe the street per City Standard
11	Live Oak Avenue between Arrow Highway (East) and I-605 Fwy	Resurfacing and restripe the street per City Standard
12	Rivergrade Road between Live Oak Avenue and Arrow Highway	Resurfacing and restripe the street per City Standard

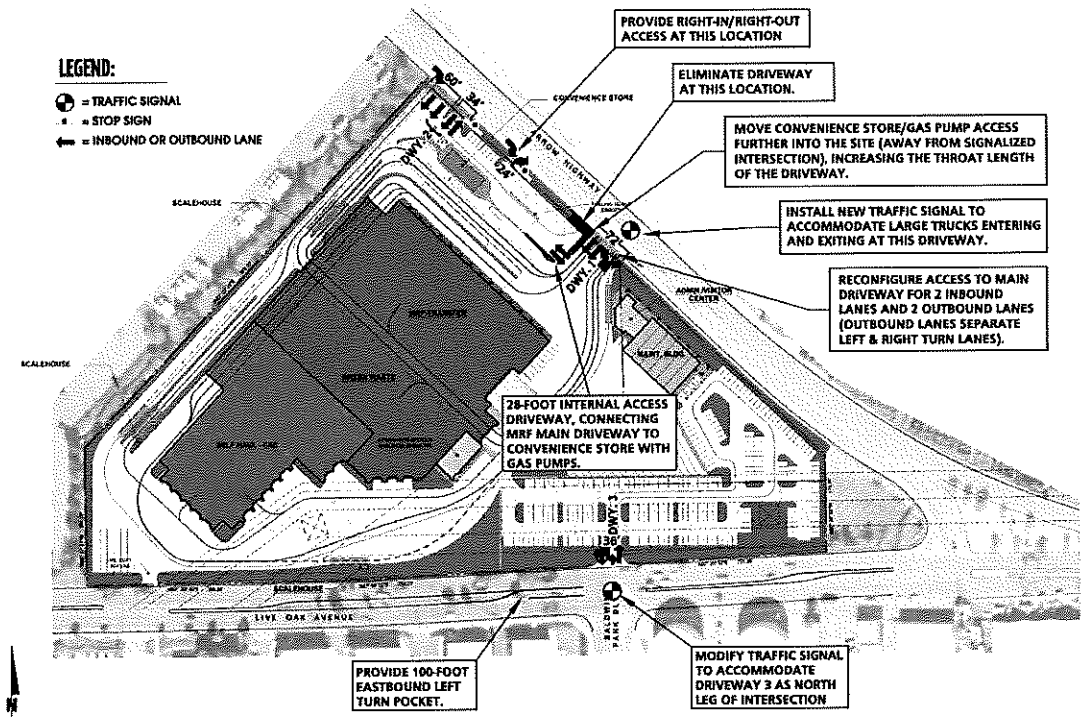

LEGEND:
= TRAFFIC SIGNAL
= STOP SIGN
= INBOUND OR OUTBOUND LANE
PROVIDE RIGHT-IN/RIGHT-OUT ACCESS AT THIS LOCATION
ELIMINATE DRIVEWAY AT THIS LOCATION.
MOVE CONVENIENCE STORE/GAS PUMP ACCESS FURTHER INTO THE SITE (AWAY FROM SIGNALIZED INTERSECTION), INCREASING THE THROAT LENGTH OF THE DRIVEWAY.
INSTALL NEW TRAFFIC SIGNAL TO ACCOMMODATE LARGE TRUCKS ENTERING AND EXITING AT THIS DRIVEWAY.
RECONFIGURE ACCESS TO MAIN DRIVEWAY FOR 2 INBOUND LANES AND 2 OUTBOUND LANES (OUTBOUND LANES SEPARATE LEFT & RIGHT TURN LANES).
28-FOOT INTERNAL ACCESS DRIVEWAY, CONNECTING MRF MAIN DRIVEWAY TO CONVENIENCE STORE WITH GAS PUMPS.
PROVIDE 100-FOOT EASTBOUND LEFT TURN POCKET.
MODIFY TRAFFIC SIGNAL TO ACCOMMODATE DRIVEWAY 3 AS NORTH LEG OF INTERSECTION
CONVENIENCE STORE
SCALEHOUSE
LIVE OAK AVENUE
DWY. 1
DWY. 2
DWY. 3

EXHIBIT E

IN-LIEU AND FAIR-SHARE FEE SCHEDULE FOR OFF-SITE IMPROVEMENTS

Item Number	Location of Improvement	Description of improvement	Athens Fair-Share Fee
1	I-605 NB Off-Ramp (NS) / Live Oak Avenue (Eastbound and Westbound)	Install two new traffic signals per Caltrans standards. Construct a 2nd northbound right turn lane; Resurface and restripe intersection and Off-Ramp; Traffic signal modification to Caltrans signalized intersection at N/B On-Ramp	1/3 (33.33%) of total cost for this improvement, which is estimated at One Million Dollars ($1,000,000). Applicant shall pay the full amount to the City 18 months after the effective date of agreement.
2	Intersection of Arrow Highway (NS) and Project Driveway 1 (EW)	Construct a concrete intersection per City standard Construct a new traffic signal with the followings geometry: Northbound Approach: One left turn lane (two way turn lane) and two through lanes. Southbound Approach: Two through lanes and one right turn lane Eastbound Approach: One left turn lane and one right turn lane. Westbound Approach: N/A	100% of total cost for this improvement. Applicant shall construct and complete this improvement before occupancy.
3	Intersection of Arrow Highway (NS) and Project Driveway 2 (EW)	Construct a concrete intersection per City standard A stop control at driveway 2 Northbound Approach: One left turn lane (two way turn lane) and two through lanes. Southbound Approach: Two through lanes and one right turn lane. Eastbound Approach: One shared left turn and right turn lane. Westbound Approach: N/A	100% of total cost for this improvement. Applicant shall construct and complete this improvement before occupancy.
4	Intersection of Live Oak Avenue (EW) and Baldwin Park Boulevard	Traffic signal modification adding video vehicle detection per City Standard Northbound Approach: Two left turn lanes and one shared through-right turn lane. Southbound Approach: One left	100% of total cost for this improvement. Applicant shall construct and complete this improvement before

	(NS)	turn lane and one shared through-right turn lane. Eastbound Approach: One left turn lane (100-foot pocket length), two through lanes, and one defacto right turn lane Westbound Approach: One left turn lane, two through lanes, and one right turn lane.	occupancy.
5	Arrow Highway between Project Driveway 1 and 2	Construct a right-in/right-out access for the convenience store located between Driveway 1 and Driveway 2 along Arrow Highway. Eliminate convenience store Driveway located immediately to the north of Driveway 1 along Arrow Highway.	100% of total cost for this improvement. Applicant shall construct and complete this improvement before occupancy.
6	I-605 SB Off-Ramp (NS) / Arrow Highway	Traffic Signal Modification per Caltrans Standard Construct a 2nd southbound left turn lane per Caltrans Standard Restripe intersection per Caltrans Standard	1/3 (33.33%) of total cost for this improvement, which is estimated at One Million Dollars ($1,000,000). Applicant shall pay the full amount to the City in accordance with attached Schedule E-1
7	Intersection of Live Oak Avenue and Arrow Highway (East Intersection)	Traffic Signal Modification adding video vehicle detection per City Standard Resurfacing and restripe intersection per City Standard	For item 7 through 12, the applicant shall be responsible for a lump sum payment of $500,000.00 payable to the City in accordance with a five year payment plan as shown in attached Schedule E-2
8	Intersection of Arrow Highway and Rivergrade Road	Construct a concrete overlay per City standard Traffic Signal Modification adding video vehicle detection per City Standard	Same as No. 7 above.
9	Intersection of Live Oak Avenue and Rivergrade Road	Construct a concrete overlay per City standard Traffic Signal Modification adding video vehicle detection per City Standard	Same as No. 7 above.
10	Arrow Highway between Live Oak Avenue and I-605	Resurfacing and restripe the street per City Standard	Same as No. 7 above.

	Fwy		
11	Live Oak Avenue between Arrow Highway (East) and I-605 Fwy	Resurfacing and restripe the street per City Standard	Same as No. 7 above.
12	Rivergrade Road between Live Oak Avenue and Arrow Highway	Resurfacing and restripe the street per City Standard	Same as No. 7 above.

FAIR-SHARE FEE SCHEDULE E-1

Item Number	Location of Improvement	Description of improvement	Athens Fair-Share Fee
1	I-605 SB Off-Ramp (NS) / Arrow Highway	Traffic Signal Modification per Caltrans Standard Construct a 2nd southbound left turn lane per Caltrans Standard Restripe intersection per Caltrans Standard	1/3 (33.33%) of total cost for this improvement. Applicant shall pay the full amount to the City 12 months in accordance with payment schedule as shown below.

Payment Number	Description	Due Date	Amount
1	Initial payment is to start the design of the subject improvement.	January 1, 2025	$200,000
2	First Payment of the 10% of the remaining $800,000.00 for the construction of the subject improvement.*	January 1, 2026	$80,000
3	Second Payment of the 10% of the remaining $800,000.00 for the construction of the subject improvement.*	January 1, 2027	$80,000
4	Third Payment of the 10% of the remaining $800,000.00 for the construction of the subject improvement.*	January 1, 2028	$80,000
5	Forth Payment of the 10% of the remaining $800,000.00 for the construction of the subject improvement.*	January 1, 2029	$80,000
6	Fifth Payment of the 10% of the remaining $800,000.00 for the construction of the subject improvement.*	January 1, 2030	$80,000
7	Sixth Payment of the 10% of the remaining $800,000.00 for the construction of the subject improvement.*	January 1, 2031	$80,000
8	Seventh Payment of the 10%	January 1, 2032	$80,000

	of the remaining $800,000.00 for the construction of the subject improvement.*		
9	Eighth Payment of the 10% of the remaining $800,000.00 for the construction of the subject improvement.*	January 1, 2033	$80,000
10	Ninth Payment of the 10% of the remaining $800,000.00 for the construction of the subject improvement.*	January 1, 2034	$80,000
11	Tenth Payment of the 10% of the remaining $800,000.00 for the construction of the subject improvement.*	January 1, 2035	$80,000

Note * - The final design plans will incorporate Athens comments that are consistent with the requirement as stated in the approved Final Environmental Report before submission to Caltrans for final approval.

FAIR-SHARE FEE SCHEDULE E-2

Item Number	Location of Improvement	Description of improvement	Athens Fair-Share Fee
7	Intersection of Live Oak Avenue and Arrow Highway (East Intersection)	Traffic Signal Modification adding video vehicle detection per City Standard Resurfacing and restripe intersection per City Standard	For item 7 through 12, the applicant shall be responsible for a lump sum payment of $500,000.00 payable to the City in accordance with a five year payment plan as shown in attached Schedule E-2
8	Intersection of Arrow Highway and Rivergrade Road	Construct a concrete overlay per City standard Traffic Signal Modification adding video vehicle detection per City Standard	Same as No. 7 above.
9	Intersection of Live Oak Avenue and Rivergrade Road	Construct a concrete overlay per City standard Traffic Signal Modification adding video vehicle detection per City Standard	Same as No. 7 above.
10	Arrow Highway between Live Oak Avenue and I-605 Fwy	Resurfacing and restripe the street per City Standard	Same as No. 7 above.
11	Live Oak Avenue between Arrow Highway (East) and I-605 Fwy	Resurfacing and restripe the street per City Standard	Same as No. 7 above.
12	Rivergrade Road between Live Oak Avenue and Arrow Highway	Resurfacing and restripe the street per City Standard	Same as No. 7 above.

Payment Number	Description	Due Date	Amount
1	First Payment of the 20% of the $500,000.00 for the construction improvement 7 through 12 as stated above.	December 31, _____	$100,000
3	Second Payment of the 20% of the $500,000.00 for the construction improvement 7 through 12 as stated above.	December 31, _____	$100,000
4	Third Payment of the 20% of the $500,000.00 for the construction improvement 7 through 12 as stated above.	December 31, _____	$100,000
5	Forth Payment of the 20% of the $500,000.00 for the construction improvement 7 through 12 as stated above.	December 31, _____	$100,000
6	Fifth Payment of the 20% of the $500,000.00 for the construction improvement 7 through 12 as stated above.	December 31, _____	$100,000

EXHIBIT F

EXISTING DEVELOPMENT APPROVALS

None

EXHIBIT G

SCHEDULE OF PERFORMANCE

(Subject to Time for Performance Changes)

Event	Item To Be Performed	Time For Performance	Agreement Reference
1.	Agency and City conduct duly-noticed public hearing on DDA and FEIR		DDA § 216
2.	City files Notice of Determination for FEIR		N/A
3.	State of California Department of Finance approves (or is deemed to have approved) or disapproves DDA		N/A
4.	Notice Planning Commission public hearing for GPA, ZOA, DA, CUP, SP&DR, CUP		N/A
5.	Planning Commission public hearing for recommendation to City Council	01/20/21	N/A
6.	City notices City Council public hearing		N/A
7.	City Council public hearing (including first reading of ordinances for General Plan Amendment, Zone Text Amendment, and Development Agreement)		N/A
8.	SP&DR, CUP, and Franchise Agreement become effective		N/A
9.	City Council meeting (second reading of ordinances for General Plan Amendment, Zone Text Amendment, and Development Agreement)		N/A
10.	General Plan Amendment, Zone Text Amendment, and Development		N/A

Event	Item To Be Performed	Time For Performance	Agreement Reference
	Agreement ordinances become effective		
11.	Athens submits application to California Integrated Waste Management Board (CIWMB) for Solid Waste Facilities Permit (SWFP)	Within sixty (60) days of Event ___	DA Recital L
12.	Athens responds to written inquiries received by CIWMB regarding SWFP application	Within thirty (30) days of receipt of such written inquiry	N/A
13.	Athens prepares and submits to City its Schematic Design Drawings for phase 1 of the Project	Within ninety (90) day of Event 13	DA, Exhibit "A"
14.	City reviews and approves or disapproves the Schematic Design Drawings for phase 1	Within sixty (60) days of Event 14	N/A
15.	Athens prepares and submits to City Design Development Drawings and Preliminary Landscape Plans for the Project	Within ninety (90) day of Event 15	N/A
16.	City reviews and approves or disapprove the Design Development Drawings and Preliminary Landscape Plans	Within thirty (30) days of Event 16	N/A
17.	Athens submits final building plans (Construction Drawings) for phase 1 of the Project	Within sixty (60) days of Event 17	DA, Exhibit "A"
18.	City reviews and approves or disapproves the final building plans (Construction Drawings) for phase 1 of the Project	Within ninety (90) days of Event 18	DDA § 404(2)(b)
19.	Close of Escrow	See DDA	DDA § 405
20.	Athens commences construction of phase 1 of the Facility	Within ninety (90) days of Event 18	DA, Exhibit "A"
21.	Athens completes construction of	Within ____ (___) days of	DA, Exhibit

Event	Item To Be Performed	Time For Performance	Agreement Reference
	phase 1 of the Facility	Event 20	"A"
22.	Athens prepares and submits to City its Schematic Design Drawings for phases 2 and 3 of the Project and constructs each of such phases	Within the same timeline described in Events 14-19 and 20-22 above for each of phase 2 and 3	

It is understood that the foregoing Schedule of Performance is subject to all of the terms and conditions set forth in the text of the Development Agreement, including any events of Enforced Delay. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any conflict or inconsistency between this Schedule of Performance and the text of the Development Agreement, the text shall govern.

The time periods set forth in this Schedule of Performance may be altered or amended only by written agreement signed by both Athens and City. However, minor adjustments may be implemented by the City Manager as needed to conform the above Schedule with the Parties' actual performance of agreements and/or undertaking of Project activities. A failure by either Party to enforce a breach of any particular time provision shall not be construed as a waiver of any other time provision. The City Manager of the City shall have the authority to approve extensions of time without City Council action, respectively, not to exceed a cumulative total of 180 days.

EXHIBIT H

SCHEDULE OF ESTIMATED CITY FEES

[See attached - Insert separately]

EXHIBIT I

HOST FEE DESCRIPTION & CALCULATION

1. Advancement of Costs

As memorialized in the Reimbursement Agreement as amended, ATHENS has advanced to City funds to cover City costs for CEQA compliance, Project review, consultant and legal support and other Project related costs, which funds shall not be reimbursable or charged against any future payments by ATHENS to City as provided herein.

2. Initial Payment and Escrow Funds

ATHENS has deposited five hundred thousand dollars ($500,000) into an escrow account ("Escrowed Funds") with escrow agent JPMorgan Chase Bank, NA ("Escrow Agent") per that certain Escrow Agreement by and between City, ATHENS and Escrow Agent dated August 28, 2013. The Escrowed Funds will be (a) payable to the City if ATHENS fails to build the Facility pursuant to the terms of this Agreement, or (b) returned to ATHENS if either (i) the Facility is not completed and this Agreement is terminated for any other reason, including without limitation, pursuant to the failure to pay Host Fees or pay reimbursable costs pursuant to the Reimbursement Agreement, or (ii) if the Department of Finance fails to approve this Agreement or Other Agreements, or the PMP , or (iii) upon commencement of operations at the Facility.

a. The Escrowed Funds are held by an escrow agent in an interest-bearing account, which interest shall be paid quarterly to ATHENS.

b. If the City believes that ATHENS has not proceeded diligently and in accordance with the Schedule of Performance to secure all necessary permits and entitlements for the development and thereafter complete development of the Facility in accordance with the terms of this Agreement, then City shall provide written notice to ATHENS of such belief and undertake all necessary processes pertaining to default/cure/termination as set forth in Article 10.0 hereof.

c. If the City finds pursuant to Article 10.0 that ATHENS has committed an unjustified and uncured default resulting in termination of this or Other Agreements, then the City shall be entitled to the Escrowed Funds to be used by the City for its general governmental purposes as the City deems appropriate and the Parties shall have no further rights or obligations to each other following said termination.

3. Deposit

Upon the later to occur of (i) the final approval by City of the Facility (such final approval being demonstrated by issuance of a certificate of occupancy for the Site), (ii) the

Agreements Approval Date (as defined in the MOU), and (iii) the CEQA Completion Date, ATHENS will deposit into the City's bank account a deposit of $5,000,000 ("Deposit"), less any amounts advanced to City for City costs expended prior to these approvals, including but limited to, amounts advanced in accordance with the Reimbursement Agreement and the MOU and/or costs to prepare environmental studies, process and negotiate the permits, entitlements and conditions of the Project. The Deposit shall include a payment of $1,000,000 which upon receipt of (1) all permits from the Waste Management Board and other third-party government agencies required to operate the Facility, and (2) all permits, sign-offs and approvals by the Successor Agency and City necessary to commence Facility operations, will be deemed non-refundable to be used by the City for its general governmental purposes and shall not be credited against Host Fee payments. For the first year of operations and subsequent years thereafter, the Host Fee will be drawn down against the Deposit until the Deposit balance is depleted. After the Deposit is paid, should the Project be terminated due to default by ATHENS or terminated by ATHENS without cause, the City shall retain the remaining balance of the $5,000,000 Deposit; but if the Project is terminated by ATHENS due to the default of City, the City shall refund to ATHENS any and all of the remaining balance of the Deposit, including but not limited to the $1,000,000 "non-refundable" portion, but not including any amounts expended by the City in accordance with the terms of the MOU.

4. Host Fee

Upon the commencement of the first year of operations, and for every operating year thereafter until the termination or expiration of the Agreements, ATHENS shall pay the Host Fee to the City. The Host Fee shall be $1.70 per ton deposited at the MRF/TS ("Host Fee Rate"). The Host Fee shall be determined at the end of the calendar year based on the tonnage actually deposited and shall be supported by an audit of the tonnage provided by ATHENS at its sole cost. The City shall be paid for the tons deposited at the MRF/TS no later than thirty (30) days from December 31st.

5. Adjustments

a. *Consumer Price Index ("CPI").* The Host Fee Rate shall be subject to an increase every five (5) years during the Term equal to 100% of the CPI [based on index for Los Angeles-Riverside-Orange County], as measured from the 1st of January in the year following commencement of operations. In addition, should the City issue a termination under Article 10.0 of this Agreement, the Host Fee shall be fixed as of the termination notice date and no further CPI adjustments to the Host Fee shall occur during the remaining ten year period of the term.

b. *Most Favored Nations Clause.* If ATHENS agrees to pay any other city a higher host fee when all terms are considered and equalized with the terms between the City and ATHENS, ATHENS shall notify City within 30 days and the Host Fee for the MRF/TS will be adjusted to match the other city's deal. ATHENS will provide a copy of such other deal and explanation of factors that should be considered in comparing it to the MRF/TS deal. The parties will either agree to a financial analysis or have such analysis prepared by a consultant mutually selected by the parties to factor any differences in the

terms of the two deals so as to compare the host fees on an equal basis. For example, if ATHENS secures free land for a similarly-sized facility as the MRF/TS, the fair market value of the land, plus applicable financing fees, shall be calculated as an annual amount for the term of the MRF/TS and deducted against the fee to be compared against the Host Fee for the MRF/TS.

6. Example

By way of illustration only and without limiting the generality of the foregoing, the following is an illustrative example of the allocation of projected revenues based on an assumed 1,000,000 tons received in the first year and second year of operations ignoring adjustments:

Initial Deposit	$5,000,000
EIR Costs Incurred by City	- $1,350,000
Initial Payment (non-refundable)	$500,000 (not included in deposit remaining)
Escrowed Funds	$500,000
Deposit Remaining When Agreements Signed (Initial Payment is not included and is retained by City)	$4,250,000
Payment Upon Receipt of Permits	- $1,000,000
Deposit Remaining	$3,250,000
Return of Escrowed Funds upon commencement of operations at MRF/TS	- $500,000
Deposit Remaining	$2,750,000
Deduction of Host Fee Payment for 1st Year of Operations	- $1,700,000
Deposit Remaining	$1,050,000
Deduction of Host Fee Payment for 2nd Year of Operations	- $1,700,000
Fund Balance	- $650,000
Payment to Bring Fund Balance to $0	$650,000
Fund Balance	0

In the event this or Other Agreements are terminated prior to completion of the MRF/TS for any reason other than a breach by ATHENS, all of the funds described above, other than the EIR costs incurred by City and the Initial Payment, shall be returned to ATHENS. Using the example above, $4,750,000 would be returned to ATHENS.

EXHIBIT J

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

Recording Requested by and
When Recorded Return to:

City of Irwindale
5050 North Irwindale Avenue
Irwindale, CA 91706

(Space Above This Line for Recorder's Office Use Only)

ASSIGNMENT, ASSUMPTION AND CONSENT TO ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND CONSENT TO ASSIGNMENT OF DEVELOPMENT AGREEMENT ("Assignment") is entered into as of this ___ day of _____, 20__ ("Effective Date"), by and between ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES, a California corporation ("Assignor"), and _____ ("Assignee"), and THE CITY OF IRWINDALE, a municipal corporation ("City").

RECITALS

A. City and Assignor are parties to that certain Development Agreement dated _____ and recorded _____ as Instrument No. ____ of Official Records of Los Angeles County, California (the "Agreement"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

B. The Agreement provides for the development of the Site legally described in Exhibit "A" hereto.

C. Pursuant to Section 7.4 of the Agreement, Assignor (referred to as "ATHENS" in the Agreement) may transfer the Agreement, or the Site or any part of the Site, to another entity upon City's approval of an assignment and assumption agreement.

D. Prior to the Effective Date of this Assignment, Assignor has contracted and sold the Site to Assignee [IF APPLICABLE]. Assignor now wishes to transfer to Assignee the Site along with all of Assignor's rights and obligations under the Agreement with respect to the development and operation of the Site, and Assignor and Assignee desire to obtain City's specific consent to such transfer.

E. Assignor and Assignee hereby represent to City that Assignee shall perform all obligations of Assignor under the Agreement, and that Assignee (a) has the financial strength and

capability to perform such obligations and (b) has sufficient experience and expertise in the planning, financing, development, ownership and operation of similar projects. To this end, all parties warrant that the following information has be provided to the satisfaction of City:

i. The Assignee's audited financial statements for the immediately preceding three (3) operating years;

ii. Reasonably satisfactory evidence that the proposed Assignee has municipal solid waste management experience on a scale equal to or exceeding the scale of operations conducted by Assignor; '

iii. Reasonably satisfactory evidence that in the last five (5) years, the proposed Assignee has not suffered any citations or other censure from any federal, state, or local agency having jurisdiction over its waste management operations due to any significant failure to comply with federal, state, or local waste management law and that the Assignee has provided the City with a complete list of such citations and censures;

iv. Reasonably satisfactory evidence that the Assignee's key principals have no felony criminal convictions;

v. Poof that the proposed Assignee conducts its refuse and waste management practices in accordance with sound waste management practices in full compliance with all federal, state, and local laws regulating the collection and disposal of waste, including hazardous waste; and

vi. Any other information reasonably required by the City to ensure the proposed Assignee can fulfill the terms of the Agreement and "Other Agreements" identified therein, including the payment of indemnities and damages and provision of bonds and/or performance standards.

F. Based upon such representation, City wishes to consent to such transfer subject to the terms of this Assignment.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City, Assignor and Assignee agree as follows:

1. Representations. Assignor and Assignee represent and certify the following:

a. That all of the above recitals are true and correct.

b. To the best of Assignor's knowledge, no default presently exists under the Agreement and no state of facts exist which would constitute a default under the Agreement.

2. Assignment. Assignor hereby assigns, sells, and conveys and otherwise transfers to Assignee all of Assignor's interests, rights and obligations under the Agreement with

respect to the Site. This assignment shall be effective on the Effective Date, as first written above, provided that City consents thereto as evidenced by its execution of this Assignment in the space set forth below.

3. Assumption of Agreement. Assignee hereby accepts all of Assignor's interests, rights and obligations under the Agreement with respect to the Site and assumes and agrees to perform all of Assignor's corresponding obligations, terms, covenants, and conditions under the Agreement on, from and after the Effective Date. Assignee acknowledges that (i) it has received a copy of the Agreement and is fully familiar with its terms, and (ii) City has made no representations concerning the Agreement except as expressly provided herein.

4. Due Execution. The person(s) executing this Assignment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Assignment on behalf of said party, (iii) by so executing this Assignment, such party is formally bound to the provisions of this Assignment, and (iv) the entering into this Assignment does not violate any provision of any other agreement to which said party is bound.

5. Full Force and Effect. The parties further agree that, except as specifically provided in this Assignment, the terms of the Agreement shall remain unchanged and in full force and effect.

6. New Bonds. Pursuant to Section 13 of the Agreement, City's consent hereto is conditioned on Assignor's providing substitute bonds or other security as may be required by the Agreement.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed and entered into this Assignment as of the date first written above.

"Assignor"
ARAKELIAN ENTERPRISES, INC., dba
ATHENS SERVICES, a California corporation

By: _____
Ron Arakelian, Jr., Board Chairman.

By: _____
Michael Arakelian, Vice President/Secretary

"Assignee"

_____

_____
By: _____
Its: _____

_____
By: _____
Its: _____

-
- (Corporations require two signatures; one for each of the following: A. Chairman of Board, President or Vice President; and B. Secretary, Assistant Secretary Treasurer, Assistant Treasurer or Chief Financial Officer.)

CONSENT TO ASSIGNMENT

City hereby consents to the foregoing assignment to Assignee of Assignor's interests, rights and obligations in the Development Agreement, dated __, and the corresponding acceptance thereof and assumption by Assignee of Assignor's corresponding interests, obligations, terms, covenants, and conditions made under the Agreement subject to all of the terms, covenants, and conditions set forth in this Assignment.

"City"

ATTEST:

CITY OF IRWINDALE,
a California municipal corporation

_____
Chief Deputy City Clerk

_____
City Manager

APPROVED AS TO FORM:

_____
Adrian Guerra, City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

On ____, 20___, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Notary Signature (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

On ____, 20___, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

WITNESS my hand and official seal.

_____
Notary Signature

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

P M 231-15-18 LOT 2

APN: 8535-001-911

Site Address: 2200 Arrow Highway, Irwindale, CA 91706

EXHIBIT K

FORM OF CERTIFICATE OF COMPLETION

FREE RECORDING REQUESTED BY

City of Irwindale
5050 N. Irwindale Ave.
Irwindale, CA 91706
Attn: City Manager

AND WHEN RECORDED RETURN TO AND MAIL TAX STATEMENTS TO:

Athens Services
P.O. Box 6009
City of Industry, CA 91716-0009
Attention: President

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code §6103)

CERTIFICATE OF COMPLETION

WHEREAS, pursuant to that certain Development Agreement by and between the CITY OF IRWINDALE, a California municipal corporation ("City") and ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES, a California corporation ("Athens"), dated _____ (the "Agreement"), Athens has agreed to develop that certain real property situated in the City of Irwindale, California, described on Exhibit "A" attached hereto and made a part hereof ("Site"); and

WHEREAS, as referenced in the Agreement, City shall furnish Athens with a Certificate of Completion upon completion of construction and development and the opening of the business, which certificate shall be in such form as to permit it to be recorded in the Official Records of the County Recorder of the County of Los Angeles, California ("Official Records"); and

WHEREAS, the parties also entered into that certain Disposition and Development Agreement ("DDA") that provided for certain covenants to run with the land, which covenants were incorporated into the Deed (as defined in the DA) or in that certain Declaration of Covenants, Conditions and Restrictions recorded on _____ as Instrument No. _____ of the Official Records (the "Declaration"); and

WHEREAS, this Certificate of Completion shall constitute a conclusive determination by City of the satisfactory completion by Athens of the construction and development required by the Agreement and of Athens's full compliance with the terms of the Agreement with respect to such construction and development, but not of the other provisions of the Deed or the Declaration, the provisions of which shall continue to run with the land pursuant to their terms; and

WHEREAS, City has conclusively determined that the construction and development on the Site has been satisfactorily completed by Athens in full compliance with the terms of the Agreement and that the business has opened.

NOW, THEREFORE:

1. The improvements required to be constructed have been satisfactorily completed and the business has opened in accordance with the provisions of said Agreement.

2. This Certificate of Completion shall constitute a conclusive determination of satisfaction of the agreements and covenants contained in the Agreement with respect to the obligations of Athens, and its successors and assigns, to construct the improvements and the dates for the beginning and completion thereof.

3. This Certificate of Completion shall not constitute evidence of Athens' compliance with the other provisions of the Agreement, Deed, DDA or the Declaration, the provisions of which shall continue to run with the land.

4. This Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Athens to any holder of a mortgage or any insurer of a mortgage, securing money loaned to finance the improvements or any part thereof.

5. This Certificate of Completion is not a Notice of Completion as referred to in California Civil Code Section 3093.

6. Except as stated herein, nothing contained in this instrument shall modify in any way any other provisions of the Agreement or any other provisions of the documents incorporated therein.

IN WITNESS WHEREOF, the City has executed this Certificate of Completion this ____ day of _____, 201_.

THE CITY OF IRWINDALE

By: _____
_____, Mayor

ATTEST:

By: _____
Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Adrian Guerra, City Attorney

CONSENT TO RECORDATION

ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES, a California corporation, which is "Athens" as defined herein and the owner of the Site, hereby consents to the recordation of this Certificate of Completion against the Site.

Dated: _____

ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES, a California corporation

By: _____ By: _____

Ron Arakelian, Jr., Board Chairman. Michael Arakelian, Vice President/Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

On ____, 20__, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

WITNESS my hand and official seal.

_____
Notary Signature

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

On ____, 20__To, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

WITNESS my hand and official seal.

_____
Notary Signature

EXHIBIT "A"
LEGAL DESCRIPTION OF SITE

P M 231-15-18 LOT 2

APN: 8535-001-911

Site Address: 2200 Arrow Highway, Irwindale, CA 91706

EXHIBIT L

OFF-SITE IMPROVEMENT LIST

To Be Inserted

CITY OF IRWINDALE
BUILDING CODE FEE SCHEDULE

Effective July 1, 2020, Building Permit Fees in the city of Irwindale will be as follows:

1.	Permit Issuance Fee - to be paid in addition to the fees set forth in a through k below.	$ 65.00
a.	For a site inspection not otherwise covered herein by a fee and which is regulated by a Los Angeles County Ordinance.	$ 991.00
b.	For inspection of any use, occupancy or change in use or occupancy	
	Group R or U Occupancy.	$ 514.40
	Occupancy groups other than R or U	
	Affected floor area:	
	Up to 5,000 square feet.	$ 1,267.80
	5,001 to 10,000 square feet.	$ 1,525.60
	10,001 to 100,000 square feet.	$ 2,536.40
	above 100,000 square feet.	$ 3,844.40
c.	RESERVED	
d.	For inspection of the demolition of a building or structure (including sewage system termination).	$ 384.60
e.	For inspection or reinspection of Group A, Division 4, structures, each.	$ 514.40
f.	For inspection of structures or devices regulated by Chapter 66, the first inspection of the first structure or device.	$ 384.60
	and for each additional structure or device.	$ 61.80
g.	For application and investigation fee for relocation building permits as required by Chapter 34:	
	Floor area: up to 2,500 square feet.	$ 1,024.20
	2,501 square feet and above.	$ 2,049.00
h.	For investigation and/or permit for trailer coaches required by Chapter 69.	$ 381.00
i.	For inspections outside of normal business hours, per hour.	$ 231.00

j. For inspections for which no fee is specifically indicated, per hour. . . . . $ 231.00

k. For inspection of barriers for swimming pools, spas and hot tubs. . . . . $ 216.60

2. For search of office records and a single copy of microfilmed permit. . . . . $ 7.00

For each hour expended responding to public records requests which do not reasonably describe identifiable records. . . . . $ 80.80

3. For Approval in Concept review pursuant to the 1976 Coastal Act (Section 30,000 et seq. Public Resources Code). . . . . $ 306.40

4. For Geotechnical site review and processing geological or engineering reports submitted pursuant to Sections 110, 111, 113, 1804 and Appendix Section 3309:

A. Geotechnical review of building plans and geotechnical reports

i. Geotechnical site review (to determine if geotechnical reports are required). . . . . $ 970.20

ii. Geotechnical report, site, and plan review (review of initial and two addenda reports)
The fee shall be 0.50% of the valuation of the proposed structure

However, the minimum fee shall be. . . . . $ 2,394.20
and the maximum fee shall be. . . . . $ 15,435.20

iii. Review of Geotechnical addenda beyond third review (per hour). . . . . $ 397.40

B. Geotechnical site inspections and geotechnical report review PRIOR to building permit application

i. Geotechnical site review (to determine if geotechnical reports are required). . . . . $ 970.20

ii. Geotechnical report and plan review prior to building permit application (per review). . . . . $ 1,922.20

C. Geotechnical review of grading plans:

1 - 1,000 cubic yards. . . . . $ 1,584.60
1,001 - 10,000 cubic yards. . . . . $ 2,118.20
10,001 - 100,000 cubic yards. . . . . $ 2,839.20
100,001 - 500,000 cubic yards. . . . . $ 3,795.60
500,001 cubic yards and above, the fee shall be $ 3,795.60
plus $ 237.20 / 100,000 cubic yards of additional grading

D. Geotechnical report and grading plan review (review of initial and two addenda reports):

1 - 1,000 cubic yards	$	3,321.00
1,001 - 10,000 cubic yards	$	4,979.80
10,001 - 100,000 cubic yards	$	6,045.80
100,001 - 500,000 cubic yards	$	8,298.00

500,001 cubic yards and above, the fee shall be $ 8,298.00
plus $ 356.20 / 100,000 cubic yards of additional grading

i. Review of Geotechnical addenda beyond third review (per hour) $ 397.40

5. For processing Coastal Engineering Reports $ 911.80

6. For determining occupant load for purposes of parking requirements pursuant to Title 22 (Zoning Ordinance) $ 257.60

7. Reproduction of microfilmed plans $ 73.00
plus $ 7.00 for each sheet to be reproduced

8. Assignment of house numbers $ 127.00

9. For additional review required by complexity of plans or changes, additions or revisions of approved or resubmitted plans or reports, per hour $ 257.60

10. For services required beyond the first and second check of plans or reports, due to changes, errors or omissions, per hour $ 257.60

11. For the issuance of a Certificate of Occupancy $ 238.00

12. For the issuance of a Temporary Certificate of Occupancy $ 357.40

13. For each extension of a Temporary Certificate of Occupancy $ 238.00

14. For processing of 45-day notice pursuant to Section 103.4 $ 1,039.20

15. For processing and recording a Notice of Violation pursuant to Section 103.4 $ 825.80

16. For processing and recording a Rescission of Notice of Violation pursuant to Section 103.4 $ 710.40

17. For investigation of alternate materials and methods of construction

For the initial filing fee	$	515.20
For each hour or fraction thereof, in excess of two	$	257.60

18. Preliminary plan review for conceptual approval, code application/interpretation prior to submittal of permit application (two staff-hour minimum). . . . . $ 515.20
(exception: no fee for 15 minutes or less)
Additional fee beyond minimum, per hour or fraction thereof. . . . . $ 257.60

19. Review of drawings and data which are sufficient to determine nature and scope of work in lieu of submittal of plans and specifications as defined in Section 107.2 (including pedestrian protection, underground tanks, etc.). . . . . $ 192.60

20. Minimum Plan Check fee for plans to be "standardized". . . . . $ 354.20

21. Plan maintenance fee, 2% of building permit fee (Based on valuation of work)
$ 23.20 minimum, $ 991.00 maximum

22. Investigation fee for work done without a required permit shall be equal to the permit fee, but not less than. . . . . $ 792.20
Exception: One or two family dwellings, when work is performed by owner-builder. . . . . $ 396.00

23. Noncompliance fee, when person fails to comply with written order:
Group R-3 occupancy. . . . . $ 238.00
All other occupancies. . . . . $ 476.20

24. Request for hearing before Building Board of Appeals. . . . . $ 1,011.40
Exception:
a) Regarding the unsafe condition of building or structure per Sec. 102.4.1.
b) Regarding the initial determination as a welded steel moment frame building in a high earthquake damaged area.
c) Regarding the initial determination as a pre-April 13, 1975 Concrete Tilt-up Building.
d) Regarding initial determination as an unreinforced masonry building (URM)/potentially earthquake hazardous building.

BUILDING PERMIT AND PLAN CHECKING FEES FOR CITY OF IRWINDALE

(Table is for reference only - for actual fees please input valuation into DAPTS)

Note:

1. A permit issuance fee of $ 65.00 shall be added to all building permit fees.
2. A combined building permit for one-family or two-family dwelling and attached garage(s) shall be 1.6 times the building permit fee. Sections 106.5.6 & 107.1
3. Minimum plan check fee for Standard Plan is $ 354.20.

Valuation Not Over	Including Energy & Disabled Access Check			Including Energy Check Only			Including Disabled Access Check Only			Without Energy & Disabled Acces:	
	P. C. Fee	Permit Fee R-Occup.	Others	P. C. Fee	Permit Fee R-Occup.	Others	P. C. Fee	Permit Fee R-Occup.	Others	P. C. Fee	Permit R- Occup.
100	192.60	118.49	118.49	192.60	113.36	113.36	192.60	108.23	108.23	192.60	103.10
200	192.60	118.49	118.49	192.60	113.36	113.36	192.60	108.23	108.23	192.60	103.10
300	192.60	118.49	118.49	192.60	113.36	113.36	192.60	108.23	108.23	192.60	103.10
400	192.60	118.49	118.49	192.60	113.36	113.36	192.60	108.23	108.23	192.60	103.10
500	192.60	118.49	118.49	192.60	113.36	113.36	192.60	108.23	108.23	192.60	103.10
600	192.60	118.49	118.49	192.60	113.36	113.36	192.60	108.23	108.23	192.60	103.10
700	192.60	118.49	118.49	192.60	113.36	113.36	192.60	108.23	108.23	192.60	103.10
800	192.60	177.60	177.60	192.60	169.90	169.90	192.60	162.20	162.20	192.60	154.50
900	192.60	177.60	177.60	192.60	169.90	169.90	192.60	162.20	162.20	192.60	154.50
1,000	192.60	177.60	177.60	192.60	169.90	169.90	192.60	162.20	162.20	192.60	154.50
2,000	192.60	223.37	224.49	192.60	213.68	214.80	192.60	203.99	205.11	192.60	194.30
3,000	228.34	269.14	269.48	218.42	257.46	257.80	208.49	245.78	246.12	198.56	234.10
4,000	267.25	315.95	315.53	255.63	302.28	301.86	244.01	288.61	288.19	232.39	274.94
5,000	306.15	360.83	361.58	292.84	345.17	345.92	279.53	329.51	330.26	266.22	313.85
6,000	345.06	406.73	407.63	330.06	389.08	389.98	315.05	371.43	372.33	300.05	353.78
7,000	383.96	452.63	453.68	367.27	432.99	434.04	350.57	413.35	414.40	333.88	393.71
8,000	422.87	498.53	499.73	404.48	476.90	478.10	386.10	455.27	456.47	367.71	433.64
9,000	461.77	544.43	545.78	441.69	520.81	522.16	421.62	497.19	498.54	401.54	473.57
10,000	500.68	590.33	591.83	478.91	564.72	566.22	457.14	539.11	540.61	435.37	513.50
11,000	539.58	636.23	637.88	516.12	608.63	610.28	492.66	581.03	582.68	469.20	553.43
12,000	578.48	682.13	683.93	553.33	652.54	654.34	528.18	622.95	624.75	503.03	593.36
13,000	617.39	728.03	729.98	590.55	696.45	698.40	563.70	664.87	666.82	536.86	633.29
14,000	656.29	773.93	776.03	627.76	740.36	742.46	599.22	706.79	708.89	570.69	673.22
15,000	695.20	819.83	822.08	664.97	784.27	786.52	634.75	748.71	750.96	604.52	713.15

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces: P. C. Fee	Permit R- Occup.
16,000	734.10	865.73	868.13	702.19	828.18	830.58	670.27	790.63	793.03	638.35	753.08
17,000	773.01	911.63	914.18	739.40	872.09	874.64	705.79	832.55	835.10	672.18	793.01
18,000	811.91	957.53	960.23	776.61	916.00	918.70	741.31	874.47	877.17	706.01	832.94
19,000	850.82	1,003.43	1,006.28	813.82	959.91	962.76	776.83	916.39	919.24	739.84	872.87
20,000	889.72	1,049.33	1,052.33	851.04	1,003.82	1,006.82	812.35	958.31	961.31	773.67	912.80
21,000	928.63	1,095.23	1,098.38	888.25	1,047.73	1,050.88	847.88	1,000.23	1,003.38	807.50	952.73
22,000	967.53	1,141.13	1,144.43	925.46	1,091.64	1,094.94	883.40	1,042.15	1,045.45	841.33	992.66
23,000	1,006.43	1,187.03	1,190.48	962.68	1,135.55	1,139.00	918.92	1,084.07	1,087.52	875.16	1,032.59
24,000	1,045.34	1,232.93	1,236.53	999.89	1,179.46	1,183.06	954.44	1,125.99	1,129.59	908.99	1,072.52
25,000	1,084.24	1,278.83	1,282.58	1,037.10	1,223.37	1,227.12	989.96	1,167.91	1,171.66	942.82	1,112.45
26,000	1,113.57	1,313.46	1,317.36	1,065.15	1,256.50	1,260.40	1,016.74	1,199.54	1,203.44	968.32	1,142.58
27,000	1,143.48	1,348.78	1,352.83	1,093.76	1,290.29	1,294.34	1,044.05	1,231.80	1,235.85	994.33	1,173.31
28,000	1,173.39	1,384.10	1,388.30	1,122.37	1,324.08	1,328.28	1,071.36	1,264.06	1,268.26	1,020.34	1,204.04
29,000	1,203.30	1,419.42	1,423.77	1,150.99	1,357.87	1,362.22	1,098.67	1,296.32	1,300.67	1,046.35	1,234.77
30,000	1,233.21	1,454.74	1,459.24	1,179.60	1,391.66	1,396.16	1,125.98	1,328.58	1,333.08	1,072.36	1,265.50
31,000	1,263.13	1,490.06	1,494.71	1,208.21	1,425.45	1,430.10	1,153.29	1,360.84	1,365.49	1,098.37	1,296.23
32,000	1,293.04	1,525.38	1,530.18	1,236.82	1,459.24	1,464.04	1,180.60	1,393.10	1,397.90	1,124.38	1,326.96
33,000	1,322.95	1,560.70	1,565.65	1,265.43	1,493.03	1,497.98	1,207.91	1,425.36	1,430.31	1,150.39	1,357.69
34,000	1,352.86	1,596.02	1,601.12	1,294.04	1,526.82	1,531.92	1,235.22	1,457.62	1,462.72	1,176.40	1,388.42
35,000	1,382.77	1,631.34	1,636.59	1,322.65	1,560.61	1,565.86	1,262.53	1,489.88	1,495.13	1,202.41	1,419.15
36,000	1,412.68	1,666.66	1,672.06	1,351.26	1,594.40	1,599.80	1,289.84	1,522.14	1,527.54	1,228.42	1,449.88
37,000	1,442.59	1,701.98	1,707.53	1,379.87	1,628.19	1,633.74	1,317.15	1,554.40	1,559.95	1,254.43	1,480.61
38,000	1,472.51	1,737.30	1,743.00	1,408.48	1,661.98	1,667.68	1,344.46	1,586.66	1,592.36	1,280.44	1,511.34
39,000	1,502.42	1,772.62	1,778.47	1,437.10	1,695.77	1,701.62	1,371.77	1,618.92	1,624.77	1,306.45	1,542.07
40,000	1,532.33	1,807.94	1,813.94	1,465.71	1,729.56	1,735.56	1,399.08	1,651.18	1,657.18	1,332.46	1,572.80
41,000	1,562.24	1,843.26	1,849.41	1,494.32	1,763.35	1,769.50	1,426.39	1,683.44	1,689.59	1,358.47	1,603.53
42,000	1,592.15	1,878.58	1,884.88	1,522.93	1,797.14	1,803.44	1,453.70	1,715.70	1,722.00	1,384.48	1,634.26
43,000	1,622.06	1,913.90	1,920.35	1,551.54	1,830.93	1,837.38	1,481.01	1,747.96	1,754.41	1,410.49	1,664.99
44,000	1,651.98	1,949.22	1,955.82	1,580.15	1,864.72	1,871.32	1,508.33	1,780.22	1,786.82	1,436.50	1,695.72
45,000	1,681.89	1,984.54	1,991.29	1,608.76	1,898.51	1,905.26	1,535.64	1,812.48	1,819.23	1,462.51	1,726.45
46,000	1,711.80	2,019.86	2,026.76	1,637.37	1,932.30	1,939.20	1,562.95	1,844.74	1,851.64	1,488.52	1,757.18
47,000	1,741.71	2,055.18	2,062.23	1,665.98	1,966.09	1,973.14	1,590.26	1,877.00	1,884.05	1,514.53	1,787.91
48,000	1,771.62	2,090.50	2,097.70	1,694.59	1,999.88	2,007.08	1,617.57	1,909.26	1,916.46	1,540.54	1,818.64
49,000	1,801.53	2,125.82	2,133.17	1,723.21	2,033.67	2,041.02	1,644.88	1,941.52	1,948.87	1,566.55	1,849.37
50,000	1,831.44	2,161.14	2,168.64	1,751.82	2,067.46	2,074.96	1,672.19	1,973.78	1,981.28	1,592.56	1,880.10

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
51,000	1,863.12	2,198.53	2,206.18	1,782.11	2,103.23	2,110.88	1,701.11	2,007.93	2,015.58	1,620.10	1,912.63
52,000	1,885.60	2,225.11	2,232.91	1,803.62	2,128.66	2,136.46	1,721.63	2,032.21	2,040.01	1,639.65	1,935.76
53,000	1,908.08	2,251.69	2,259.64	1,825.12	2,154.09	2,162.04	1,742.16	2,056.49	2,064.44	1,659.20	1,958.89
54,000	1,930.56	2,278.27	2,286.37	1,846.63	2,179.52	2,187.62	1,762.69	2,080.77	2,088.87	1,678.75	1,982.02
55,000	1,953.05	2,304.85	2,313.10	1,868.13	2,204.95	2,213.20	1,783.22	2,105.05	2,113.30	1,698.30	2,005.15
56,000	1,975.53	2,331.43	2,339.83	1,889.64	2,230.38	2,238.78	1,803.74	2,129.33	2,137.73	1,717.85	2,028.28
57,000	1,998.01	2,358.01	2,366.56	1,911.14	2,255.81	2,264.36	1,824.27	2,153.61	2,162.16	1,737.40	2,051.41
58,000	2,020.49	2,384.59	2,393.29	1,932.65	2,281.24	2,289.94	1,844.80	2,177.89	2,186.59	1,756.95	2,074.54
59,000	2,042.98	2,411.17	2,420.02	1,954.15	2,306.67	2,315.52	1,865.33	2,202.17	2,211.02	1,776.50	2,097.67
60,000	2,065.46	2,437.75	2,446.75	1,975.66	2,332.10	2,341.10	1,885.85	2,226.45	2,235.45	1,796.05	2,120.80
61,000	2,087.94	2,464.33	2,473.48	1,997.16	2,357.53	2,366.68	1,906.38	2,250.73	2,259.88	1,815.60	2,143.93
62,000	2,110.42	2,490.91	2,500.21	2,018.67	2,382.96	2,392.26	1,926.91	2,275.01	2,284.31	1,835.15	2,167.06
63,000	2,132.91	2,517.49	2,526.94	2,040.17	2,408.39	2,417.84	1,947.44	2,299.29	2,308.74	1,854.70	2,190.19
64,000	2,155.39	2,544.07	2,553.67	2,061.68	2,433.82	2,443.42	1,967.96	2,323.57	2,333.17	1,874.25	2,213.32
65,000	2,177.87	2,570.65	2,580.40	2,083.18	2,459.25	2,469.00	1,988.49	2,347.85	2,357.60	1,893.80	2,236.45
66,000	2,200.35	2,597.23	2,607.13	2,104.69	2,484.68	2,494.58	2,009.02	2,372.13	2,382.03	1,913.35	2,259.58
67,000	2,222.84	2,623.81	2,633.86	2,126.19	2,510.11	2,520.16	2,029.55	2,396.41	2,406.46	1,932.90	2,282.71
68,000	2,245.32	2,650.39	2,660.59	2,147.70	2,535.54	2,545.74	2,050.07	2,420.69	2,430.89	1,952.45	2,305.84
69,000	2,267.80	2,676.97	2,687.32	2,169.20	2,560.97	2,571.32	2,070.60	2,444.97	2,455.32	1,972.00	2,328.97
70,000	2,290.28	2,703.55	2,714.05	2,190.71	2,586.40	2,596.90	2,091.13	2,469.25	2,479.75	1,991.55	2,352.10
71,000	2,312.77	2,730.13	2,740.78	2,212.21	2,611.83	2,622.48	2,111.66	2,493.53	2,504.18	2,011.10	2,375.23
72,000	2,335.25	2,756.71	2,767.51	2,233.72	2,637.26	2,648.06	2,132.18	2,517.81	2,528.61	2,030.65	2,398.36
73,000	2,357.73	2,783.29	2,794.24	2,255.22	2,662.69	2,673.64	2,152.71	2,542.09	2,553.04	2,050.20	2,421.49
74,000	2,380.21	2,809.87	2,820.97	2,276.73	2,688.12	2,699.22	2,173.24	2,566.37	2,577.47	2,069.75	2,444.62
75,000	2,402.70	2,836.45	2,847.70	2,298.23	2,713.55	2,724.80	2,193.77	2,590.65	2,601.90	2,089.30	2,467.75
76,000	2,425.18	2,863.03	2,874.43	2,319.74	2,738.98	2,750.38	2,214.29	2,614.93	2,626.33	2,108.85	2,490.88
77,000	2,447.66	2,889.61	2,901.16	2,341.24	2,764.41	2,775.96	2,234.82	2,639.21	2,650.76	2,128.40	2,514.01
78,000	2,470.14	2,916.19	2,927.89	2,362.75	2,789.84	2,801.54	2,255.35	2,663.49	2,675.19	2,147.95	2,537.14
79,000	2,492.63	2,942.77	2,954.62	2,384.25	2,815.27	2,827.12	2,275.88	2,687.77	2,699.62	2,167.50	2,560.27
80,000	2,515.11	2,969.35	2,981.35	2,405.76	2,840.70	2,852.70	2,296.40	2,712.05	2,724.05	2,187.05	2,583.40
81,000	2,537.59	2,995.93	3,008.08	2,427.26	2,866.13	2,878.28	2,316.93	2,736.33	2,748.48	2,206.60	2,606.53
82,000	2,560.07	3,022.51	3,034.81	2,448.77	2,891.56	2,903.86	2,337.46	2,760.61	2,772.91	2,226.15	2,629.66
83,000	2,582.56	3,049.09	3,061.54	2,470.27	2,916.99	2,929.44	2,357.99	2,784.89	2,797.34	2,245.70	2,652.79
84,000	2,605.04	3,075.67	3,088.27	2,491.78	2,942.42	2,955.02	2,378.51	2,809.17	2,821.77	2,265.25	2,675.92
85,000	2,627.52	3,102.25	3,115.00	2,513.28	2,967.85	2,980.60	2,399.04	2,833.45	2,846.20	2,284.80	2,699.05

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
86,000	2,650.00	3,128.83	3,141.73	2,534.79	2,993.28	3,006.18	2,419.57	2,857.73	2,870.63	2,304.35	2,722.18
87,000	2,672.49	3,155.41	3,168.46	2,556.29	3,018.71	3,031.76	2,440.10	2,882.01	2,895.06	2,323.90	2,745.31
88,000	2,694.97	3,181.99	3,195.19	2,577.80	3,044.14	3,057.34	2,460.62	2,906.29	2,919.49	2,343.45	2,768.44
89,000	2,717.45	3,208.57	3,221.92	2,599.30	3,069.57	3,082.92	2,481.15	2,930.57	2,943.92	2,363.00	2,791.57
90,000	2,739.93	3,235.15	3,248.65	2,620.81	3,095.00	3,108.50	2,501.68	2,954.85	2,968.35	2,382.55	2,814.70
91,000	2,762.42	3,261.73	3,275.38	2,642.31	3,120.43	3,134.08	2,522.21	2,979.13	2,992.78	2,402.10	2,837.83
92,000	2,784.90	3,288.31	3,302.11	2,663.82	3,145.86	3,159.66	2,542.73	3,003.41	3,017.21	2,421.65	2,860.96
93,000	2,807.38	3,314.89	3,328.84	2,685.32	3,171.29	3,185.24	2,563.26	3,027.69	3,041.64	2,441.20	2,884.09
94,000	2,829.86	3,341.47	3,355.57	2,706.83	3,196.72	3,210.82	2,583.79	3,051.97	3,066.07	2,460.75	2,907.22
95,000	2,852.35	3,368.05	3,382.30	2,728.33	3,222.15	3,236.40	2,604.32	3,076.25	3,090.50	2,480.30	2,930.35
96,000	2,874.83	3,394.63	3,409.03	2,749.84	3,247.58	3,261.98	2,624.84	3,100.53	3,114.93	2,499.85	2,953.48
97,000	2,897.31	3,421.21	3,435.76	2,771.34	3,273.01	3,287.56	2,645.37	3,124.81	3,139.36	2,519.40	2,976.61
98,000	2,919.79	3,447.79	3,462.49	2,792.85	3,298.44	3,313.14	2,665.90	3,149.09	3,163.79	2,538.95	2,999.74
99,000	2,942.28	3,474.37	3,489.22	2,814.35	3,323.87	3,338.72	2,686.43	3,173.37	3,188.22	2,558.50	3,022.87
100,000	2,964.76	3,500.95	3,515.95	2,835.86	3,349.30	3,364.30	2,706.95	3,197.65	3,212.65	2,578.05	3,046.00
101,000	2,978.83	3,517.64	3,532.79	2,849.32	3,365.27	3,380.42	2,719.80	3,212.90	3,228.05	2,590.29	3,060.53
102,000	2,994.08	3,535.71	3,551.01	2,863.91	3,382.56	3,397.86	2,733.73	3,229.41	3,244.71	2,603.55	3,076.26
103,000	3,009.33	3,553.78	3,569.23	2,878.49	3,399.85	3,415.30	2,747.65	3,245.92	3,261.37	2,616.81	3,091.99
104,000	3,024.58	3,571.85	3,587.45	2,893.08	3,417.14	3,432.74	2,761.57	3,262.43	3,278.03	2,630.07	3,107.72
105,000	3,039.83	3,589.92	3,605.67	2,907.66	3,434.43	3,450.18	2,775.50	3,278.94	3,294.69	2,643.33	3,123.45
106,000	3,055.08	3,607.99	3,623.89	2,922.25	3,451.72	3,467.62	2,789.42	3,295.45	3,311.35	2,656.59	3,139.18
107,000	3,070.33	3,626.06	3,642.11	2,936.84	3,469.01	3,485.06	2,803.34	3,311.96	3,328.01	2,669.85	3,154.91
108,000	3,085.58	3,644.13	3,660.33	2,951.42	3,486.30	3,502.50	2,817.27	3,328.47	3,344.67	2,683.11	3,170.64
109,000	3,100.83	3,662.20	3,678.55	2,966.01	3,503.59	3,519.94	2,831.19	3,344.98	3,361.33	2,696.37	3,186.37
110,000	3,116.07	3,680.27	3,696.77	2,980.59	3,520.88	3,537.38	2,845.11	3,361.49	3,377.99	2,709.63	3,202.10
111,000	3,131.32	3,698.34	3,714.99	2,995.18	3,538.17	3,554.82	2,859.03	3,378.00	3,394.65	2,722.89	3,217.83
112,000	3,146.57	3,716.41	3,733.21	3,009.77	3,555.46	3,572.26	2,872.96	3,394.51	3,411.31	2,736.15	3,233.56
113,000	3,161.82	3,734.48	3,751.43	3,024.35	3,572.75	3,589.70	2,886.88	3,411.02	3,427.97	2,749.41	3,249.29
114,000	3,177.07	3,752.55	3,769.65	3,038.94	3,590.04	3,607.14	2,900.80	3,427.53	3,444.63	2,762.67	3,265.02
115,000	3,192.32	3,770.62	3,787.87	3,053.52	3,607.33	3,624.58	2,914.73	3,444.04	3,461.29	2,775.93	3,280.75
116,000	3,207.57	3,788.69	3,806.09	3,068.11	3,624.62	3,642.02	2,928.65	3,460.55	3,477.95	2,789.19	3,296.48
117,000	3,222.82	3,806.76	3,824.31	3,082.70	3,641.91	3,659.46	2,942.57	3,477.06	3,494.61	2,802.45	3,312.21
118,000	3,238.07	3,824.83	3,842.53	3,097.28	3,659.20	3,676.90	2,956.50	3,493.57	3,511.27	2,815.71	3,327.94
119,000	3,253.32	3,842.90	3,860.75	3,111.87	3,676.49	3,694.34	2,970.42	3,510.08	3,527.93	2,828.97	3,343.67
120,000	3,268.56	3,860.97	3,878.97	3,126.45	3,693.78	3,711.78	2,984.34	3,526.59	3,544.59	2,842.23	3,359.40

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
121,000	3,283.81	3,879.04	3,897.19	3,141.04	3,711.07	3,729.22	2,998.26	3,543.10	3,561.25	2,855.49	3,375.13
122,000	3,299.06	3,897.11	3,915.41	3,155.63	3,728.36	3,746.66	3,012.19	3,559.61	3,577.91	2,868.75	3,390.86
123,000	3,314.31	3,915.18	3,933.63	3,170.21	3,745.65	3,764.10	3,026.11	3,576.12	3,594.57	2,882.01	3,406.59
124,000	3,329.56	3,933.25	3,951.85	3,184.80	3,762.94	3,781.54	3,040.03	3,592.63	3,611.23	2,895.27	3,422.32
125,000	3,344.81	3,951.32	3,970.07	3,199.38	3,780.23	3,798.98	3,053.96	3,609.14	3,627.89	2,908.53	3,438.05
126,000	3,360.06	3,969.39	3,988.29	3,213.97	3,797.52	3,816.42	3,067.88	3,625.65	3,644.55	2,921.79	3,453.78
127,000	3,375.31	3,987.46	4,006.51	3,228.56	3,814.81	3,833.86	3,081.80	3,642.16	3,661.21	2,935.05	3,469.51
128,000	3,390.56	4,005.53	4,024.73	3,243.14	3,832.10	3,851.30	3,095.73	3,658.67	3,677.87	2,948.31	3,485.24
129,000	3,405.81	4,023.60	4,042.95	3,257.73	3,849.39	3,868.74	3,109.65	3,675.18	3,694.53	2,961.57	3,500.97
130,000	3,421.05	4,041.67	4,061.17	3,272.31	3,866.68	3,886.18	3,123.57	3,691.69	3,711.19	2,974.83	3,516.70
131,000	3,436.30	4,059.74	4,079.39	3,286.90	3,883.97	3,903.62	3,137.49	3,708.20	3,727.85	2,988.09	3,532.43
132,000	3,451.55	4,077.81	4,097.61	3,301.49	3,901.26	3,921.06	3,151.42	3,724.71	3,744.51	3,001.35	3,548.16
133,000	3,466.80	4,095.88	4,115.83	3,316.07	3,918.55	3,938.50	3,165.34	3,741.22	3,761.17	3,014.61	3,563.89
134,000	3,482.05	4,113.95	4,134.05	3,330.66	3,935.84	3,955.94	3,179.26	3,757.73	3,777.83	3,027.87	3,579.62
135,000	3,497.30	4,132.02	4,152.27	3,345.24	3,953.13	3,973.38	3,193.19	3,774.24	3,794.49	3,041.13	3,595.35
136,000	3,512.55	4,150.09	4,170.49	3,359.83	3,970.42	3,990.82	3,207.11	3,790.75	3,811.15	3,054.39	3,611.08
137,000	3,527.80	4,168.16	4,188.71	3,374.42	3,987.71	4,008.26	3,221.03	3,807.26	3,827.81	3,067.65	3,626.81
138,000	3,543.05	4,186.23	4,206.93	3,389.00	4,005.00	4,025.70	3,234.96	3,823.77	3,844.47	3,080.91	3,642.54
139,000	3,558.30	4,204.30	4,225.15	3,403.59	4,022.29	4,043.14	3,248.88	3,840.28	3,861.13	3,094.17	3,658.27
140,000	3,573.54	4,222.37	4,243.37	3,418.17	4,039.58	4,060.58	3,262.80	3,856.79	3,877.79	3,107.43	3,674.00
141,000	3,588.79	4,240.44	4,261.59	3,432.76	4,056.87	4,078.02	3,276.72	3,873.30	3,894.45	3,120.69	3,689.73
142,000	3,604.04	4,258.51	4,279.81	3,447.35	4,074.16	4,095.46	3,290.65	3,889.81	3,911.11	3,133.95	3,705.46
143,000	3,619.29	4,276.58	4,298.03	3,461.93	4,091.45	4,112.90	3,304.57	3,906.32	3,927.77	3,147.21	3,721.19
144,000	3,634.54	4,294.65	4,316.25	3,476.52	4,108.74	4,130.34	3,318.49	3,922.83	3,944.43	3,160.47	3,736.92
145,000	3,649.79	4,312.72	4,334.47	3,491.10	4,126.03	4,147.78	3,332.42	3,939.34	3,961.09	3,173.73	3,752.65
146,000	3,665.04	4,330.79	4,352.69	3,505.69	4,143.32	4,165.22	3,346.34	3,955.85	3,977.75	3,186.99	3,768.38
147,000	3,680.29	4,348.86	4,370.91	3,520.28	4,160.61	4,182.66	3,360.26	3,972.36	3,994.41	3,200.25	3,784.11
148,000	3,695.54	4,366.93	4,389.13	3,534.86	4,177.90	4,200.10	3,374.19	3,988.87	4,011.07	3,213.51	3,799.84
149,000	3,710.79	4,385.00	4,407.35	3,549.45	4,195.19	4,217.54	3,388.11	4,005.38	4,027.73	3,226.77	3,815.57
150,000	3,726.03	4,403.07	4,425.57	3,564.03	4,212.48	4,234.98	3,402.03	4,021.89	4,044.39	3,240.03	3,831.30
151,000	3,741.28	4,421.14	4,443.79	3,578.62	4,229.77	4,252.42	3,415.95	4,038.40	4,061.05	3,253.29	3,847.03
152,000	3,756.53	4,439.21	4,462.01	3,593.21	4,247.06	4,269.86	3,429.88	4,054.91	4,077.71	3,266.55	3,862.76
153,000	3,771.78	4,457.28	4,480.23	3,607.79	4,264.35	4,287.30	3,443.80	4,071.42	4,094.37	3,279.81	3,878.49
154,000	3,787.03	4,475.35	4,498.45	3,622.38	4,281.64	4,304.74	3,457.72	4,087.93	4,111.03	3,293.07	3,894.22
155,000	3,802.28	4,493.42	4,516.67	3,636.96	4,298.93	4,322.18	3,471.65	4,104.44	4,127.69	3,306.33	3,909.95

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
156,000	3,817.53	4,511.49	4,534.89	3,651.55	4,316.22	4,339.62	3,485.57	4,120.95	4,144.35	3,319.59	3,925.68
157,000	3,832.78	4,529.56	4,553.11	3,666.14	4,333.51	4,357.06	3,499.49	4,137.46	4,161.01	3,332.85	3,941.41
158,000	3,848.03	4,547.63	4,571.33	3,680.72	4,350.80	4,374.50	3,513.42	4,153.97	4,177.67	3,346.11	3,957.14
159,000	3,863.28	4,565.70	4,589.55	3,695.31	4,368.09	4,391.94	3,527.34	4,170.48	4,194.33	3,359.37	3,972.87
160,000	3,878.52	4,583.77	4,607.77	3,709.89	4,385.38	4,409.38	3,541.26	4,186.99	4,210.99	3,372.63	3,988.60
161,000	3,893.77	4,601.84	4,625.99	3,724.48	4,402.67	4,426.82	3,555.18	4,203.50	4,227.65	3,385.89	4,004.33
162,000	3,909.02	4,619.91	4,644.21	3,739.07	4,419.96	4,444.26	3,569.11	4,220.01	4,244.31	3,399.15	4,020.06
163,000	3,924.27	4,637.98	4,662.43	3,753.65	4,437.25	4,461.70	3,583.03	4,236.52	4,260.97	3,412.41	4,035.79
164,000	3,939.52	4,656.05	4,680.65	3,768.24	4,454.54	4,479.14	3,596.95	4,253.03	4,277.63	3,425.67	4,051.52
165,000	3,954.77	4,674.12	4,698.87	3,782.82	4,471.83	4,496.58	3,610.88	4,269.54	4,294.29	3,438.93	4,067.25
166,000	3,970.02	4,692.19	4,717.09	3,797.41	4,489.12	4,514.02	3,624.80	4,286.05	4,310.95	3,452.19	4,082.98
167,000	3,985.27	4,710.26	4,735.31	3,812.00	4,506.41	4,531.46	3,638.72	4,302.56	4,327.61	3,465.45	4,098.71
168,000	4,000.52	4,728.33	4,753.53	3,826.58	4,523.70	4,548.90	3,652.65	4,319.07	4,344.27	3,478.71	4,114.44
169,000	4,015.77	4,746.40	4,771.75	3,841.17	4,540.99	4,566.34	3,666.57	4,335.58	4,360.93	3,491.97	4,130.17
170,000	4,031.01	4,764.47	4,789.97	3,855.75	4,558.28	4,583.78	3,680.49	4,352.09	4,377.59	3,505.23	4,145.90
171,000	4,046.26	4,782.54	4,808.19	3,870.34	4,575.57	4,601.22	3,694.41	4,368.60	4,394.25	3,518.49	4,161.63
172,000	4,061.51	4,800.61	4,826.41	3,884.93	4,592.86	4,618.66	3,708.34	4,385.11	4,410.91	3,531.75	4,177.36
173,000	4,076.76	4,818.68	4,844.63	3,899.51	4,610.15	4,636.10	3,722.26	4,401.62	4,427.57	3,545.01	4,193.09
174,000	4,092.01	4,836.75	4,862.85	3,914.10	4,627.44	4,653.54	3,736.18	4,418.13	4,444.23	3,558.27	4,208.82
175,000	4,107.26	4,854.82	4,881.07	3,928.68	4,644.73	4,670.98	3,750.11	4,434.64	4,460.89	3,571.53	4,224.55
176,000	4,122.51	4,872.89	4,899.29	3,943.27	4,662.02	4,688.42	3,764.03	4,451.15	4,477.55	3,584.79	4,240.28
177,000	4,137.76	4,890.96	4,917.51	3,957.86	4,679.31	4,705.86	3,777.95	4,467.66	4,494.21	3,598.05	4,256.01
178,000	4,153.01	4,909.03	4,935.73	3,972.44	4,696.60	4,723.30	3,791.88	4,484.17	4,510.87	3,611.31	4,271.74
179,000	4,168.26	4,927.10	4,953.95	3,987.03	4,713.89	4,740.74	3,805.80	4,500.68	4,527.53	3,624.57	4,287.47
180,000	4,183.50	4,945.17	4,972.17	4,001.61	4,731.18	4,758.18	3,819.72	4,517.19	4,544.19	3,637.83	4,303.20
181,000	4,198.75	4,963.24	4,990.39	4,016.20	4,748.47	4,775.62	3,833.64	4,533.70	4,560.85	3,651.09	4,318.93
182,000	4,214.00	4,981.31	5,008.61	4,030.79	4,765.76	4,793.06	3,847.57	4,550.21	4,577.51	3,664.35	4,334.66
183,000	4,229.25	4,999.38	5,026.83	4,045.37	4,783.05	4,810.50	3,861.49	4,566.72	4,594.17	3,677.61	4,350.39
184,000	4,244.50	5,017.45	5,045.05	4,059.96	4,800.34	4,827.94	3,875.41	4,583.23	4,610.83	3,690.87	4,366.12
185,000	4,259.75	5,035.52	5,063.27	4,074.54	4,817.63	4,845.38	3,889.34	4,599.74	4,627.49	3,704.13	4,381.85
186,000	4,275.00	5,053.59	5,081.49	4,089.13	4,834.92	4,862.82	3,903.26	4,616.25	4,644.15	3,717.39	4,397.58
187,000	4,290.25	5,071.66	5,099.71	4,103.72	4,852.21	4,880.26	3,917.18	4,632.76	4,660.81	3,730.65	4,413.31
188,000	4,305.50	5,089.73	5,117.93	4,118.30	4,869.50	4,897.70	3,931.11	4,649.27	4,677.47	3,743.91	4,429.04
189,000	4,320.75	5,107.80	5,136.15	4,132.89	4,886.79	4,915.14	3,945.03	4,665.78	4,694.13	3,757.17	4,444.77
190,000	4,335.99	5,125.87	5,154.37	4,147.47	4,904.08	4,932.58	3,958.95	4,682.29	4,710.79	3,770.43	4,460.50

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
191,000	4,351.24	5,143.94	5,172.59	4,162.06	4,921.37	4,950.02	3,972.87	4,698.80	4,727.45	3,783.69	4,476.23
192,000	4,366.49	5,162.01	5,190.81	4,176.65	4,938.66	4,967.46	3,986.80	4,715.31	4,744.11	3,796.95	4,491.96
193,000	4,381.74	5,180.08	5,209.03	4,191.23	4,955.95	4,984.90	4,000.72	4,731.82	4,760.77	3,810.21	4,507.69
194,000	4,396.99	5,198.15	5,227.25	4,205.82	4,973.24	5,002.34	4,014.64	4,748.33	4,777.43	3,823.47	4,523.42
195,000	4,412.24	5,216.22	5,245.47	4,220.40	4,990.53	5,019.78	4,028.57	4,764.84	4,794.09	3,836.73	4,539.15
196,000	4,427.49	5,234.29	5,263.69	4,234.99	5,007.82	5,037.22	4,042.49	4,781.35	4,810.75	3,849.99	4,554.88
197,000	4,442.74	5,252.36	5,281.91	4,249.58	5,025.11	5,054.66	4,056.41	4,797.86	4,827.41	3,863.25	4,570.61
198,000	4,457.99	5,270.43	5,300.13	4,264.16	5,042.40	5,072.10	4,070.34	4,814.37	4,844.07	3,876.51	4,586.34
199,000	4,473.24	5,288.50	5,318.35	4,278.75	5,059.69	5,089.54	4,084.26	4,830.88	4,860.73	3,889.77	4,602.07
200,000	4,488.48	5,306.57	5,336.57	4,293.33	5,076.98	5,106.98	4,098.18	4,847.39	4,877.39	3,903.03	4,617.80
201,000	4,503.73	5,324.64	5,354.79	4,307.92	5,094.27	5,124.42	4,112.10	4,863.90	4,894.05	3,916.29	4,633.53
202,000	4,518.98	5,342.71	5,373.01	4,322.51	5,111.56	5,141.86	4,126.03	4,880.41	4,910.71	3,929.55	4,649.26
203,000	4,534.23	5,360.78	5,391.23	4,337.09	5,128.85	5,159.30	4,139.95	4,896.92	4,927.37	3,942.81	4,664.99
204,000	4,549.48	5,378.85	5,409.45	4,351.68	5,146.14	5,176.74	4,153.87	4,913.43	4,944.03	3,956.07	4,680.72
205,000	4,564.73	5,396.92	5,427.67	4,366.26	5,163.43	5,194.18	4,167.80	4,929.94	4,960.69	3,969.33	4,696.45
206,000	4,579.98	5,414.99	5,445.89	4,380.85	5,180.72	5,211.62	4,181.72	4,946.45	4,977.35	3,982.59	4,712.18
207,000	4,595.23	5,433.06	5,464.11	4,395.44	5,198.01	5,229.06	4,195.64	4,962.96	4,994.01	3,995.85	4,727.91
208,000	4,610.48	5,451.13	5,482.33	4,410.02	5,215.30	5,246.50	4,209.57	4,979.47	5,010.67	4,009.11	4,743.64
209,000	4,625.73	5,469.20	5,500.55	4,424.61	5,232.59	5,263.94	4,223.49	4,995.98	5,027.33	4,022.37	4,759.37
210,000	4,640.97	5,487.27	5,518.77	4,439.19	5,249.88	5,281.38	4,237.41	5,012.49	5,043.99	4,035.63	4,775.10
211,000	4,656.22	5,505.34	5,536.99	4,453.78	5,267.17	5,298.82	4,251.33	5,029.00	5,060.65	4,048.89	4,790.83
212,000	4,671.47	5,523.41	5,555.21	4,468.37	5,284.46	5,316.26	4,265.26	5,045.51	5,077.31	4,062.15	4,806.56
213,000	4,686.72	5,541.48	5,573.43	4,482.95	5,301.75	5,333.70	4,279.18	5,062.02	5,093.97	4,075.41	4,822.29
214,000	4,701.97	5,559.55	5,591.65	4,497.54	5,319.04	5,351.14	4,293.10	5,078.53	5,110.63	4,088.67	4,838.02
215,000	4,717.22	5,577.62	5,609.87	4,512.12	5,336.33	5,368.58	4,307.03	5,095.04	5,127.29	4,101.93	4,853.75
216,000	4,732.47	5,595.69	5,628.09	4,526.71	5,353.62	5,386.02	4,320.95	5,111.55	5,143.95	4,115.19	4,869.48
217,000	4,747.72	5,613.76	5,646.31	4,541.30	5,370.91	5,403.46	4,334.87	5,128.06	5,160.61	4,128.45	4,885.21
218,000	4,762.97	5,631.83	5,664.53	4,555.88	5,388.20	5,420.90	4,348.80	5,144.57	5,177.27	4,141.71	4,900.94
219,000	4,778.22	5,649.90	5,682.75	4,570.47	5,405.49	5,438.34	4,362.72	5,161.08	5,193.93	4,154.97	4,916.67
220,000	4,793.46	5,667.97	5,700.97	4,585.05	5,422.78	5,455.78	4,376.64	5,177.59	5,210.59	4,168.23	4,932.40
221,000	4,808.71	5,686.04	5,719.19	4,599.64	5,440.07	5,473.22	4,390.56	5,194.10	5,227.25	4,181.49	4,948.13
222,000	4,823.96	5,704.11	5,737.41	4,614.23	5,457.36	5,490.66	4,404.49	5,210.61	5,243.91	4,194.75	4,963.86
223,000	4,839.21	5,722.18	5,755.63	4,628.81	5,474.65	5,508.10	4,418.41	5,227.12	5,260.57	4,208.01	4,979.59
224,000	4,854.46	5,740.25	5,773.85	4,643.40	5,491.94	5,525.54	4,432.33	5,243.63	5,277.23	4,221.27	4,995.32
225,000	4,869.71	5,758.32	5,792.07	4,657.98	5,509.23	5,542.98	4,446.26	5,260.14	5,293.89	4,234.53	5,011.05

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
226,000	4,884.96	5,776.39	5,810.29	4,672.57	5,526.52	5,560.42	4,460.18	5,276.65	5,310.55	4,247.79	5,026.78
227,000	4,900.21	5,794.46	5,828.51	4,687.16	5,543.81	5,577.86	4,474.10	5,293.16	5,327.21	4,261.05	5,042.51
228,000	4,915.46	5,812.53	5,846.73	4,701.74	5,561.10	5,595.30	4,488.03	5,309.67	5,343.87	4,274.31	5,058.24
229,000	4,930.71	5,830.60	5,864.95	4,716.33	5,578.39	5,612.74	4,501.95	5,326.18	5,360.53	4,287.57	5,073.97
230,000	4,945.95	5,848.67	5,883.17	4,730.91	5,595.68	5,630.18	4,515.87	5,342.69	5,377.19	4,300.83	5,089.70
231,000	4,961.20	5,866.74	5,901.39	4,745.50	5,612.97	5,647.62	4,529.79	5,359.20	5,393.85	4,314.09	5,105.43
232,000	4,976.45	5,884.81	5,919.61	4,760.09	5,630.26	5,665.06	4,543.72	5,375.71	5,410.51	4,327.35	5,121.16
233,000	4,991.70	5,902.88	5,937.83	4,774.67	5,647.55	5,682.50	4,557.64	5,392.22	5,427.17	4,340.61	5,136.89
234,000	5,006.95	5,920.95	5,956.05	4,789.26	5,664.84	5,699.94	4,571.56	5,408.73	5,443.83	4,353.87	5,152.62
235,000	5,022.20	5,939.02	5,974.27	4,803.84	5,682.13	5,717.38	4,585.49	5,425.24	5,460.49	4,367.13	5,168.35
236,000	5,037.45	5,957.09	5,992.49	4,818.43	5,699.42	5,734.82	4,599.41	5,441.75	5,477.15	4,380.39	5,184.08
237,000	5,052.70	5,975.16	6,010.71	4,833.02	5,716.71	5,752.26	4,613.33	5,458.26	5,493.81	4,393.65	5,199.81
238,000	5,067.95	5,993.23	6,028.93	4,847.60	5,734.00	5,769.70	4,627.26	5,474.77	5,510.47	4,406.91	5,215.54
239,000	5,083.20	6,011.30	6,047.15	4,862.19	5,751.29	5,787.14	4,641.18	5,491.28	5,527.13	4,420.17	5,231.27
240,000	5,098.44	6,029.37	6,065.37	4,876.77	5,768.58	5,804.58	4,655.10	5,507.79	5,543.79	4,433.43	5,247.00
241,000	5,113.69	6,047.44	6,083.59	4,891.36	5,785.87	5,822.02	4,669.02	5,524.30	5,560.45	4,446.69	5,262.73
242,000	5,128.94	6,065.51	6,101.81	4,905.95	5,803.16	5,839.46	4,682.95	5,540.81	5,577.11	4,459.95	5,278.46
243,000	5,144.19	6,083.58	6,120.03	4,920.53	5,820.45	5,856.90	4,696.87	5,557.32	5,593.77	4,473.21	5,294.19
244,000	5,159.44	6,101.65	6,138.25	4,935.12	5,837.74	5,874.34	4,710.79	5,573.83	5,610.43	4,486.47	5,309.92
245,000	5,174.69	6,119.72	6,156.47	4,949.70	5,855.03	5,891.78	4,724.72	5,590.34	5,627.09	4,499.73	5,325.65
246,000	5,189.94	6,137.79	6,174.69	4,964.29	5,872.32	5,909.22	4,738.64	5,606.85	5,643.75	4,512.99	5,341.38
247,000	5,205.19	6,155.86	6,192.91	4,978.88	5,889.61	5,926.66	4,752.56	5,623.36	5,660.41	4,526.25	5,357.11
248,000	5,220.44	6,173.93	6,211.13	4,993.46	5,906.90	5,944.10	4,766.49	5,639.87	5,677.07	4,539.51	5,372.84
249,000	5,235.69	6,192.00	6,229.35	5,008.05	5,924.19	5,961.54	4,780.41	5,656.38	5,693.73	4,552.77	5,388.57
250,000	5,250.93	6,210.07	6,247.57	5,022.63	5,941.48	5,978.98	4,794.33	5,672.89	5,710.39	4,566.03	5,404.30
251,000	5,266.18	6,228.14	6,265.79	5,037.22	5,958.77	5,996.42	4,808.25	5,689.40	5,727.05	4,579.29	5,420.03
252,000	5,281.43	6,246.21	6,284.01	5,051.81	5,976.06	6,013.86	4,822.18	5,705.91	5,743.71	4,592.55	5,435.76
253,000	5,296.68	6,264.28	6,302.23	5,066.39	5,993.35	6,031.30	4,836.10	5,722.42	5,760.37	4,605.81	5,451.49
254,000	5,311.93	6,282.35	6,320.45	5,080.98	6,010.64	6,048.74	4,850.02	5,738.93	5,777.03	4,619.07	5,467.22
255,000	5,327.18	6,300.42	6,338.67	5,095.56	6,027.93	6,066.18	4,863.95	5,755.44	5,793.69	4,632.33	5,482.95
256,000	5,342.43	6,318.49	6,356.89	5,110.15	6,045.22	6,083.62	4,877.87	5,771.95	5,810.35	4,645.59	5,498.68
257,000	5,357.68	6,336.56	6,375.11	5,124.74	6,062.51	6,101.06	4,891.79	5,788.46	5,827.01	4,658.85	5,514.41
258,000	5,372.93	6,354.63	6,393.33	5,139.32	6,079.80	6,118.50	4,905.72	5,804.97	5,843.67	4,672.11	5,530.14
259,000	5,388.18	6,372.70	6,411.55	5,153.91	6,097.09	6,135.94	4,919.64	5,821.48	5,860.33	4,685.37	5,545.87
260,000	5,403.42	6,390.77	6,429.77	5,168.49	6,114.38	6,153.38	4,933.56	5,837.99	5,876.99	4,698.63	5,561.60

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
261,000	5,418.67	6,408.84	6,447.99	5,183.08	6,131.67	6,170.82	4,947.48	5,854.50	5,893.65	4,711.89	5,577.33
262,000	5,433.92	6,426.91	6,466.21	5,197.67	6,148.96	6,188.26	4,961.41	5,871.01	5,910.31	4,725.15	5,593.06
263,000	5,449.17	6,444.98	6,484.43	5,212.25	6,166.25	6,205.70	4,975.33	5,887.52	5,926.97	4,738.41	5,608.79
264,000	5,464.42	6,463.05	6,502.65	5,226.84	6,183.54	6,223.14	4,989.25	5,904.03	5,943.63	4,751.67	5,624.52
265,000	5,479.67	6,481.12	6,520.87	5,241.42	6,200.83	6,240.58	5,003.18	5,920.54	5,960.29	4,764.93	5,640.25
266,000	5,494.92	6,499.19	6,539.09	5,256.01	6,218.12	6,258.02	5,017.10	5,937.05	5,976.95	4,778.19	5,655.98
267,000	5,510.17	6,517.26	6,557.31	5,270.60	6,235.41	6,275.46	5,031.02	5,953.56	5,993.61	4,791.45	5,671.71
268,000	5,525.42	6,535.33	6,575.53	5,285.18	6,252.70	6,292.90	5,044.95	5,970.07	6,010.27	4,804.71	5,687.44
269,000	5,540.67	6,553.40	6,593.75	5,299.77	6,269.99	6,310.34	5,058.87	5,986.58	6,026.93	4,817.97	5,703.17
270,000	5,555.91	6,571.47	6,611.97	5,314.35	6,287.28	6,327.78	5,072.79	6,003.09	6,043.59	4,831.23	5,718.90
271,000	5,571.16	6,589.54	6,630.19	5,328.94	6,304.57	6,345.22	5,086.71	6,019.60	6,060.25	4,844.49	5,734.63
272,000	5,586.41	6,607.61	6,648.41	5,343.53	6,321.86	6,362.66	5,100.64	6,036.11	6,076.91	4,857.75	5,750.36
273,000	5,601.66	6,625.68	6,666.63	5,358.11	6,339.15	6,380.10	5,114.56	6,052.62	6,093.57	4,871.01	5,766.09
274,000	5,616.91	6,643.75	6,684.85	5,372.70	6,356.44	6,397.54	5,128.48	6,069.13	6,110.23	4,884.27	5,781.82
275,000	5,632.16	6,661.82	6,703.07	5,387.28	6,373.73	6,414.98	5,142.41	6,085.64	6,126.89	4,897.53	5,797.55
276,000	5,647.41	6,679.89	6,721.29	5,401.87	6,391.02	6,432.42	5,156.33	6,102.15	6,143.55	4,910.79	5,813.28
277,000	5,662.66	6,697.96	6,739.51	5,416.46	6,408.31	6,449.86	5,170.25	6,118.66	6,160.21	4,924.05	5,829.01
278,000	5,677.91	6,716.03	6,757.73	5,431.04	6,425.60	6,467.30	5,184.18	6,135.17	6,176.87	4,937.31	5,844.74
279,000	5,693.16	6,734.10	6,775.95	5,445.63	6,442.89	6,484.74	5,198.10	6,151.68	6,193.53	4,950.57	5,860.47
280,000	5,708.40	6,752.17	6,794.17	5,460.21	6,460.18	6,502.18	5,212.02	6,168.19	6,210.19	4,963.83	5,876.20
281,000	5,723.65	6,770.24	6,812.39	5,474.80	6,477.47	6,519.62	5,225.94	6,184.70	6,226.85	4,977.09	5,891.93
282,000	5,738.90	6,788.31	6,830.61	5,489.39	6,494.76	6,537.06	5,239.87	6,201.21	6,243.51	4,990.35	5,907.66
283,000	5,754.15	6,806.38	6,848.83	5,503.97	6,512.05	6,554.50	5,253.79	6,217.72	6,260.17	5,003.61	5,923.39
284,000	5,769.40	6,824.45	6,867.05	5,518.56	6,529.34	6,571.94	5,267.71	6,234.23	6,276.83	5,016.87	5,939.12
285,000	5,784.65	6,842.52	6,885.27	5,533.14	6,546.63	6,589.38	5,281.64	6,250.74	6,293.49	5,030.13	5,954.85
286,000	5,799.90	6,860.59	6,903.49	5,547.73	6,563.92	6,606.82	5,295.56	6,267.25	6,310.15	5,043.39	5,970.58
287,000	5,815.15	6,878.66	6,921.71	5,562.32	6,581.21	6,624.26	5,309.48	6,283.76	6,326.81	5,056.65	5,986.31
288,000	5,830.40	6,896.73	6,939.93	5,576.90	6,598.50	6,641.70	5,323.41	6,300.27	6,343.47	5,069.91	6,002.04
289,000	5,845.65	6,914.80	6,958.15	5,591.49	6,615.79	6,659.14	5,337.33	6,316.78	6,360.13	5,083.17	6,017.77
290,000	5,860.89	6,932.87	6,976.37	5,606.07	6,633.08	6,676.58	5,351.25	6,333.29	6,376.79	5,096.43	6,033.50
291,000	5,876.14	6,950.94	6,994.59	5,620.66	6,650.37	6,694.02	5,365.17	6,349.80	6,393.45	5,109.69	6,049.23
292,000	5,891.39	6,969.01	7,012.81	5,635.25	6,667.66	6,711.46	5,379.10	6,366.31	6,410.11	5,122.95	6,064.96
293,000	5,906.64	6,987.08	7,031.03	5,649.83	6,684.95	6,728.90	5,393.02	6,382.82	6,426.77	5,136.21	6,080.69
294,000	5,921.89	7,005.15	7,049.25	5,664.42	6,702.24	6,746.34	5,406.94	6,399.33	6,443.43	5,149.47	6,096.42
295,000	5,937.14	7,023.22	7,067.47	5,679.00	6,719.53	6,763.78	5,420.87	6,415.84	6,460.09	5,162.73	6,112.15

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
296,000	5,952.39	7,041.29	7,085.69	5,693.59	6,736.82	6,781.22	5,434.79	6,432.35	6,476.75	5,175.99	6,127.88
297,000	5,967.64	7,059.36	7,103.91	5,708.18	6,754.11	6,798.66	5,448.71	6,448.86	6,493.41	5,189.25	6,143.61
298,000	5,982.89	7,077.43	7,122.13	5,722.76	6,771.40	6,816.10	5,462.64	6,465.37	6,510.07	5,202.51	6,159.34
299,000	5,998.14	7,095.50	7,140.35	5,737.35	6,788.69	6,833.54	5,476.56	6,481.88	6,526.73	5,215.77	6,175.07
300,000	6,013.38	7,113.57	7,158.57	5,751.93	6,805.98	6,850.98	5,490.48	6,498.39	6,543.39	5,229.03	6,190.80
301,000	6,028.63	7,131.64	7,176.79	5,766.52	6,823.27	6,868.42	5,504.40	6,514.90	6,560.05	5,242.29	6,206.53
302,000	6,043.88	7,149.71	7,195.01	5,781.11	6,840.56	6,885.86	5,518.33	6,531.41	6,576.71	5,255.55	6,222.26
303,000	6,059.13	7,167.78	7,213.23	5,795.69	6,857.85	6,903.30	5,532.25	6,547.92	6,593.37	5,268.81	6,237.99
304,000	6,074.38	7,185.85	7,231.45	5,810.28	6,875.14	6,920.74	5,546.17	6,564.43	6,610.03	5,282.07	6,253.72
305,000	6,089.63	7,203.92	7,249.67	5,824.86	6,892.43	6,938.18	5,560.10	6,580.94	6,626.69	5,295.33	6,269.45
306,000	6,104.88	7,221.99	7,267.89	5,839.45	6,909.72	6,955.62	5,574.02	6,597.45	6,643.35	5,308.59	6,285.18
307,000	6,120.13	7,240.06	7,286.11	5,854.04	6,927.01	6,973.06	5,587.94	6,613.96	6,660.01	5,321.85	6,300.91
308,000	6,135.38	7,258.13	7,304.33	5,868.62	6,944.30	6,990.50	5,601.87	6,630.47	6,676.67	5,335.11	6,316.64
309,000	6,150.63	7,276.20	7,322.55	5,883.21	6,961.59	7,007.94	5,615.79	6,646.98	6,693.33	5,348.37	6,332.37
310,000	6,165.87	7,294.27	7,340.77	5,897.79	6,978.88	7,025.38	5,629.71	6,663.49	6,709.99	5,361.63	6,348.10
311,000	6,181.12	7,312.34	7,358.99	5,912.38	6,996.17	7,042.82	5,643.63	6,680.00	6,726.65	5,374.89	6,363.83
312,000	6,196.37	7,330.41	7,377.21	5,926.97	7,013.46	7,060.26	5,657.56	6,696.51	6,743.31	5,388.15	6,379.56
313,000	6,211.62	7,348.48	7,395.43	5,941.55	7,030.75	7,077.70	5,671.48	6,713.02	6,759.97	5,401.41	6,395.29
314,000	6,226.87	7,366.55	7,413.65	5,956.14	7,048.04	7,095.14	5,685.40	6,729.53	6,776.63	5,414.67	6,411.02
315,000	6,242.12	7,384.62	7,431.87	5,970.72	7,065.33	7,112.58	5,699.33	6,746.04	6,793.29	5,427.93	6,426.75
316,000	6,257.37	7,402.69	7,450.09	5,985.31	7,082.62	7,130.02	5,713.25	6,762.55	6,809.95	5,441.19	6,442.48
317,000	6,272.62	7,420.76	7,468.31	5,999.90	7,099.91	7,147.46	5,727.17	6,779.06	6,826.61	5,454.45	6,458.21
318,000	6,287.87	7,438.83	7,486.53	6,014.48	7,117.20	7,164.90	5,741.10	6,795.57	6,843.27	5,467.71	6,473.94
319,000	6,303.12	7,456.90	7,504.75	6,029.07	7,134.49	7,182.34	5,755.02	6,812.08	6,859.93	5,480.97	6,489.67
320,000	6,318.36	7,474.97	7,522.97	6,043.65	7,151.78	7,199.78	5,768.94	6,828.59	6,876.59	5,494.23	6,505.40
321,000	6,333.61	7,493.04	7,541.19	6,058.24	7,169.07	7,217.22	5,782.86	6,845.10	6,893.25	5,507.49	6,521.13
322,000	6,348.86	7,511.11	7,559.41	6,072.83	7,186.36	7,234.66	5,796.79	6,861.61	6,909.91	5,520.75	6,536.86
323,000	6,364.11	7,529.18	7,577.63	6,087.41	7,203.65	7,252.10	5,810.71	6,878.12	6,926.57	5,534.01	6,552.59
324,000	6,379.36	7,547.25	7,595.85	6,102.00	7,220.94	7,269.54	5,824.63	6,894.63	6,943.23	5,547.27	6,568.32
325,000	6,394.61	7,565.32	7,614.07	6,116.58	7,238.23	7,286.98	5,838.56	6,911.14	6,959.89	5,560.53	6,584.05
326,000	6,409.86	7,583.39	7,632.29	6,131.17	7,255.52	7,304.42	5,852.48	6,927.65	6,976.55	5,573.79	6,599.78
327,000	6,425.11	7,601.46	7,650.51	6,145.76	7,272.81	7,321.86	5,866.40	6,944.16	6,993.21	5,587.05	6,615.51
328,000	6,440.36	7,619.53	7,668.73	6,160.34	7,290.10	7,339.30	5,880.33	6,960.67	7,009.87	5,600.31	6,631.24
329,000	6,455.61	7,637.60	7,686.95	6,174.93	7,307.39	7,356.74	5,894.25	6,977.18	7,026.53	5,613.57	6,646.97
330,000	6,470.85	7,655.67	7,705.17	6,189.51	7,324.68	7,374.18	5,908.17	6,993.69	7,043.19	5,626.83	6,662.70

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
331,000	6,486.10	7,673.74	7,723.39	6,204.10	7,341.97	7,391.62	5,922.09	7,010.20	7,059.85	5,640.09	6,678.43
332,000	6,501.35	7,691.81	7,741.61	6,218.69	7,359.26	7,409.06	5,936.02	7,026.71	7,076.51	5,653.35	6,694.16
333,000	6,516.60	7,709.88	7,759.83	6,233.27	7,376.55	7,426.50	5,949.94	7,043.22	7,093.17	5,666.61	6,709.89
334,000	6,531.85	7,727.95	7,778.05	6,247.86	7,393.84	7,443.94	5,963.86	7,059.73	7,109.83	5,679.87	6,725.62
335,000	6,547.10	7,746.02	7,796.27	6,262.44	7,411.13	7,461.38	5,977.79	7,076.24	7,126.49	5,693.13	6,741.35
336,000	6,562.35	7,764.09	7,814.49	6,277.03	7,428.42	7,478.82	5,991.71	7,092.75	7,143.15	5,706.39	6,757.08
337,000	6,577.60	7,782.16	7,832.71	6,291.62	7,445.71	7,496.26	6,005.63	7,109.26	7,159.81	5,719.65	6,772.81
338,000	6,592.85	7,800.23	7,850.93	6,306.20	7,463.00	7,513.70	6,019.56	7,125.77	7,176.47	5,732.91	6,788.54
339,000	6,608.10	7,818.30	7,869.15	6,320.79	7,480.29	7,531.14	6,033.48	7,142.28	7,193.13	5,746.17	6,804.27
340,000	6,623.34	7,836.37	7,887.37	6,335.37	7,497.58	7,548.58	6,047.40	7,158.79	7,209.79	5,759.43	6,820.00
341,000	6,638.59	7,854.44	7,905.59	6,349.96	7,514.87	7,566.02	6,061.32	7,175.30	7,226.45	5,772.69	6,835.73
342,000	6,653.84	7,872.51	7,923.81	6,364.55	7,532.16	7,583.46	6,075.25	7,191.81	7,243.11	5,785.95	6,851.46
343,000	6,669.09	7,890.58	7,942.03	6,379.13	7,549.45	7,600.90	6,089.17	7,208.32	7,259.77	5,799.21	6,867.19
344,000	6,684.34	7,908.65	7,960.25	6,393.72	7,566.74	7,618.34	6,103.09	7,224.83	7,276.43	5,812.47	6,882.92
345,000	6,699.59	7,926.72	7,978.47	6,408.30	7,584.03	7,635.78	6,117.02	7,241.34	7,293.09	5,825.73	6,898.65
346,000	6,714.84	7,944.79	7,996.69	6,422.89	7,601.32	7,653.22	6,130.94	7,257.85	7,309.75	5,838.99	6,914.38
347,000	6,730.09	7,962.86	8,014.91	6,437.48	7,618.61	7,670.66	6,144.86	7,274.36	7,326.41	5,852.25	6,930.11
348,000	6,745.34	7,980.93	8,033.13	6,452.06	7,635.90	7,688.10	6,158.79	7,290.87	7,343.07	5,865.51	6,945.84
349,000	6,760.59	7,999.00	8,051.35	6,466.65	7,653.19	7,705.54	6,172.71	7,307.38	7,359.73	5,878.77	6,961.57
350,000	6,775.83	8,017.07	8,069.57	6,481.23	7,670.48	7,722.98	6,186.63	7,323.89	7,376.39	5,892.03	6,977.30
351,000	6,791.08	8,035.14	8,087.79	6,495.82	7,687.77	7,740.42	6,200.55	7,340.40	7,393.05	5,905.29	6,993.03
352,000	6,806.33	8,053.21	8,106.01	6,510.41	7,705.06	7,757.86	6,214.48	7,356.91	7,409.71	5,918.55	7,008.76
353,000	6,821.58	8,071.28	8,124.23	6,524.99	7,722.35	7,775.30	6,228.40	7,373.42	7,426.37	5,931.81	7,024.49
354,000	6,836.83	8,089.35	8,142.45	6,539.58	7,739.64	7,792.74	6,242.32	7,389.93	7,443.03	5,945.07	7,040.22
355,000	6,852.08	8,107.42	8,160.67	6,554.16	7,756.93	7,810.18	6,256.25	7,406.44	7,459.69	5,958.33	7,055.95
356,000	6,867.33	8,125.49	8,178.89	6,568.75	7,774.22	7,827.62	6,270.17	7,422.95	7,476.35	5,971.59	7,071.68
357,000	6,882.58	8,143.56	8,197.11	6,583.34	7,791.51	7,845.06	6,284.09	7,439.46	7,493.01	5,984.85	7,087.41
358,000	6,897.83	8,161.63	8,215.33	6,597.92	7,808.80	7,862.50	6,298.02	7,455.97	7,509.67	5,998.11	7,103.14
359,000	6,913.08	8,179.70	8,233.55	6,612.51	7,826.09	7,879.94	6,311.94	7,472.48	7,526.33	6,011.37	7,118.87
360,000	6,928.32	8,197.77	8,251.77	6,627.09	7,843.38	7,897.38	6,325.86	7,488.99	7,542.99	6,024.63	7,134.60
361,000	6,943.57	8,215.84	8,269.99	6,641.68	7,860.67	7,914.82	6,339.78	7,505.50	7,559.65	6,037.89	7,150.33
362,000	6,958.82	8,233.91	8,288.21	6,656.27	7,877.96	7,932.26	6,353.71	7,522.01	7,576.31	6,051.15	7,166.06
363,000	6,974.07	8,251.98	8,306.43	6,670.85	7,895.25	7,949.70	6,367.63	7,538.52	7,592.97	6,064.41	7,181.79
364,000	6,989.32	8,270.05	8,324.65	6,685.44	7,912.54	7,967.14	6,381.55	7,555.03	7,609.63	6,077.67	7,197.52
365,000	7,004.57	8,288.12	8,342.87	6,700.02	7,929.83	7,984.58	6,395.48	7,571.54	7,626.29	6,090.93	7,213.25

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
366,000	7,019.82	8,306.19	8,361.09	6,714.61	7,947.12	8,002.02	6,409.40	7,588.05	7,642.95	6,104.19	7,228.98
367,000	7,035.07	8,324.26	8,379.31	6,729.20	7,964.41	8,019.46	6,423.32	7,604.56	7,659.61	6,117.45	7,244.71
368,000	7,050.32	8,342.33	8,397.53	6,743.78	7,981.70	8,036.90	6,437.25	7,621.07	7,676.27	6,130.71	7,260.44
369,000	7,065.57	8,360.40	8,415.75	6,758.37	7,998.99	8,054.34	6,451.17	7,637.58	7,692.93	6,143.97	7,276.17
370,000	7,080.81	8,378.47	8,433.97	6,772.95	8,016.28	8,071.78	6,465.09	7,654.09	7,709.59	6,157.23	7,291.90
371,000	7,096.06	8,396.54	8,452.19	6,787.54	8,033.57	8,089.22	6,479.01	7,670.60	7,726.25	6,170.49	7,307.63
372,000	7,111.31	8,414.61	8,470.41	6,802.13	8,050.86	8,106.66	6,492.94	7,687.11	7,742.91	6,183.75	7,323.36
373,000	7,126.56	8,432.68	8,488.63	6,816.71	8,068.15	8,124.10	6,506.86	7,703.62	7,759.57	6,197.01	7,339.09
374,000	7,141.81	8,450.75	8,506.85	6,831.30	8,085.44	8,141.54	6,520.78	7,720.13	7,776.23	6,210.27	7,354.82
375,000	7,157.06	8,468.82	8,525.07	6,845.88	8,102.73	8,158.98	6,534.71	7,736.64	7,792.89	6,223.53	7,370.55
376,000	7,172.31	8,486.89	8,543.29	6,860.47	8,120.02	8,176.42	6,548.63	7,753.15	7,809.55	6,236.79	7,386.28
377,000	7,187.56	8,504.96	8,561.51	6,875.06	8,137.31	8,193.86	6,562.55	7,769.66	7,826.21	6,250.05	7,402.01
378,000	7,202.81	8,523.03	8,579.73	6,889.64	8,154.60	8,211.30	6,576.48	7,786.17	7,842.87	6,263.31	7,417.74
379,000	7,218.06	8,541.10	8,597.95	6,904.23	8,171.89	8,228.74	6,590.40	7,802.68	7,859.53	6,276.57	7,433.47
380,000	7,233.30	8,559.17	8,616.17	6,918.81	8,189.18	8,246.18	6,604.32	7,819.19	7,876.19	6,289.83	7,449.20
381,000	7,248.55	8,577.24	8,634.39	6,933.40	8,206.47	8,263.62	6,618.24	7,835.70	7,892.85	6,303.09	7,464.93
382,000	7,263.80	8,595.31	8,652.61	6,947.99	8,223.76	8,281.06	6,632.17	7,852.21	7,909.51	6,316.35	7,480.66
383,000	7,279.05	8,613.38	8,670.83	6,962.57	8,241.05	8,298.50	6,646.09	7,868.72	7,926.17	6,329.61	7,496.39
384,000	7,294.30	8,631.45	8,689.05	6,977.16	8,258.34	8,315.94	6,660.01	7,885.23	7,942.83	6,342.87	7,512.12
385,000	7,309.55	8,649.52	8,707.27	6,991.74	8,275.63	8,333.38	6,673.94	7,901.74	7,959.49	6,356.13	7,527.85
386,000	7,324.80	8,667.59	8,725.49	7,006.33	8,292.92	8,350.82	6,687.86	7,918.25	7,976.15	6,369.39	7,543.58
387,000	7,340.05	8,685.66	8,743.71	7,020.92	8,310.21	8,368.26	6,701.78	7,934.76	7,992.81	6,382.65	7,559.31
388,000	7,355.30	8,703.73	8,761.93	7,035.50	8,327.50	8,385.70	6,715.71	7,951.27	8,009.47	6,395.91	7,575.04
389,000	7,370.55	8,721.80	8,780.15	7,050.09	8,344.79	8,403.14	6,729.63	7,967.78	8,026.13	6,409.17	7,590.77
390,000	7,385.79	8,739.87	8,798.37	7,064.67	8,362.08	8,420.58	6,743.55	7,984.29	8,042.79	6,422.43	7,606.50
391,000	7,401.04	8,757.94	8,816.59	7,079.26	8,379.37	8,438.02	6,757.47	8,000.80	8,059.45	6,435.69	7,622.23
392,000	7,416.29	8,776.01	8,834.81	7,093.85	8,396.66	8,455.46	6,771.40	8,017.31	8,076.11	6,448.95	7,637.96
393,000	7,431.54	8,794.08	8,853.03	7,108.43	8,413.95	8,472.90	6,785.32	8,033.82	8,092.77	6,462.21	7,653.69
394,000	7,446.79	8,812.15	8,871.25	7,123.02	8,431.24	8,490.34	6,799.24	8,050.33	8,109.43	6,475.47	7,669.42
395,000	7,462.04	8,830.22	8,889.47	7,137.60	8,448.53	8,507.78	6,813.17	8,066.84	8,126.09	6,488.73	7,685.15
396,000	7,477.29	8,848.29	8,907.69	7,152.19	8,465.82	8,525.22	6,827.09	8,083.35	8,142.75	6,501.99	7,700.88
397,000	7,492.54	8,866.36	8,925.91	7,166.78	8,483.11	8,542.66	6,841.01	8,099.86	8,159.41	6,515.25	7,716.61
398,000	7,507.79	8,884.43	8,944.13	7,181.36	8,500.40	8,560.10	6,854.94	8,116.37	8,176.07	6,528.51	7,732.34
399,000	7,523.04	8,902.50	8,962.35	7,195.95	8,517.69	8,577.54	6,868.86	8,132.88	8,192.73	6,541.77	7,748.07
400,000	7,538.28	8,920.57	8,980.57	7,210.53	8,534.98	8,594.98	6,882.78	8,149.39	8,209.39	6,555.03	7,763.80

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
401,000	7,553.53	8,938.64	8,998.79	7,225.12	8,552.27	8,612.42	6,896.70	8,165.90	8,226.05	6,568.29	7,779.53
402,000	7,568.78	8,956.71	9,017.01	7,239.71	8,569.56	8,629.86	6,910.63	8,182.41	8,242.71	6,581.55	7,795.26
403,000	7,584.03	8,974.78	9,035.23	7,254.29	8,586.85	8,647.30	6,924.55	8,198.92	8,259.37	6,594.81	7,810.99
404,000	7,599.28	8,992.85	9,053.45	7,268.88	8,604.14	8,664.74	6,938.47	8,215.43	8,276.03	6,608.07	7,826.72
405,000	7,614.53	9,010.92	9,071.67	7,283.46	8,621.43	8,682.18	6,952.40	8,231.94	8,292.69	6,621.33	7,842.45
406,000	7,629.78	9,028.99	9,089.89	7,298.05	8,638.72	8,699.62	6,966.32	8,248.45	8,309.35	6,634.59	7,858.18
407,000	7,645.03	9,047.06	9,108.11	7,312.64	8,656.01	8,717.06	6,980.24	8,264.96	8,326.01	6,647.85	7,873.91
408,000	7,660.28	9,065.13	9,126.33	7,327.22	8,673.30	8,734.50	6,994.17	8,281.47	8,342.67	6,661.11	7,889.64
409,000	7,675.53	9,083.20	9,144.55	7,341.81	8,690.59	8,751.94	7,008.09	8,297.98	8,359.33	6,674.37	7,905.37
410,000	7,690.77	9,101.27	9,162.77	7,356.39	8,707.88	8,769.38	7,022.01	8,314.49	8,375.99	6,687.63	7,921.10
411,000	7,706.02	9,119.34	9,180.99	7,370.98	8,725.17	8,786.82	7,035.93	8,331.00	8,392.65	6,700.89	7,936.83
412,000	7,721.27	9,137.41	9,199.21	7,385.57	8,742.46	8,804.26	7,049.86	8,347.51	8,409.31	6,714.15	7,952.56
413,000	7,736.52	9,155.48	9,217.43	7,400.15	8,759.75	8,821.70	7,063.78	8,364.02	8,425.97	6,727.41	7,968.29
414,000	7,751.77	9,173.55	9,235.65	7,414.74	8,777.04	8,839.14	7,077.70	8,380.53	8,442.63	6,740.67	7,984.02
415,000	7,767.02	9,191.62	9,253.87	7,429.32	8,794.33	8,856.58	7,091.63	8,397.04	8,459.29	6,753.93	7,999.75
416,000	7,782.27	9,209.69	9,272.09	7,443.91	8,811.62	8,874.02	7,105.55	8,413.55	8,475.95	6,767.19	8,015.48
417,000	7,797.52	9,227.76	9,290.31	7,458.50	8,828.91	8,891.46	7,119.47	8,430.06	8,492.61	6,780.45	8,031.21
418,000	7,812.77	9,245.83	9,308.53	7,473.08	8,846.20	8,908.90	7,133.40	8,446.57	8,509.27	6,793.71	8,046.94
419,000	7,828.02	9,263.90	9,326.75	7,487.67	8,863.49	8,926.34	7,147.32	8,463.08	8,525.93	6,806.97	8,062.67
420,000	7,843.26	9,281.97	9,344.97	7,502.25	8,880.78	8,943.78	7,161.24	8,479.59	8,542.59	6,820.23	8,078.40
421,000	7,858.51	9,300.04	9,363.19	7,516.84	8,898.07	8,961.22	7,175.16	8,496.10	8,559.25	6,833.49	8,094.13
422,000	7,873.76	9,318.11	9,381.41	7,531.43	8,915.36	8,978.66	7,189.09	8,512.61	8,575.91	6,846.75	8,109.86
423,000	7,889.01	9,336.18	9,399.63	7,546.01	8,932.65	8,996.10	7,203.01	8,529.12	8,592.57	6,860.01	8,125.59
424,000	7,904.26	9,354.25	9,417.85	7,560.60	8,949.94	9,013.54	7,216.93	8,545.63	8,609.23	6,873.27	8,141.32
425,000	7,919.51	9,372.32	9,436.07	7,575.18	8,967.23	9,030.98	7,230.86	8,562.14	8,625.89	6,886.53	8,157.05
426,000	7,934.76	9,390.39	9,454.29	7,589.77	8,984.52	9,048.42	7,244.78	8,578.65	8,642.55	6,899.79	8,172.78
427,000	7,950.01	9,408.46	9,472.51	7,604.36	9,001.81	9,065.86	7,258.70	8,595.16	8,659.21	6,913.05	8,188.51
428,000	7,965.26	9,426.53	9,490.73	7,618.94	9,019.10	9,083.30	7,272.63	8,611.67	8,675.87	6,926.31	8,204.24
429,000	7,980.51	9,444.60	9,508.95	7,633.53	9,036.39	9,100.74	7,286.55	8,628.18	8,692.53	6,939.57	8,219.97
430,000	7,995.75	9,462.67	9,527.17	7,648.11	9,053.68	9,118.18	7,300.47	8,644.69	8,709.19	6,952.83	8,235.70
431,000	8,011.00	9,480.74	9,545.39	7,662.70	9,070.97	9,135.62	7,314.39	8,661.20	8,725.85	6,966.09	8,251.43
432,000	8,026.25	9,498.81	9,563.61	7,677.29	9,088.26	9,153.06	7,328.32	8,677.71	8,742.51	6,979.35	8,267.16
433,000	8,041.50	9,516.88	9,581.83	7,691.87	9,105.55	9,170.50	7,342.24	8,694.22	8,759.17	6,992.61	8,282.89
434,000	8,056.75	9,534.95	9,600.05	7,706.46	9,122.84	9,187.94	7,356.16	8,710.73	8,775.83	7,005.87	8,298.62
435,000	8,072.00	9,553.02	9,618.27	7,721.04	9,140.13	9,205.38	7,370.09	8,727.24	8,792.49	7,019.13	8,314.35

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
436,000	8,087.25	9,571.09	9,636.49	7,735.63	9,157.42	9,222.82	7,384.01	8,743.75	8,809.15	7,032.39	8,330.08
437,000	8,102.50	9,589.16	9,654.71	7,750.22	9,174.71	9,240.26	7,397.93	8,760.26	8,825.81	7,045.65	8,345.81
438,000	8,117.75	9,607.23	9,672.93	7,764.80	9,192.00	9,257.70	7,411.86	8,776.77	8,842.47	7,058.91	8,361.54
439,000	8,133.00	9,625.30	9,691.15	7,779.39	9,209.29	9,275.14	7,425.78	8,793.28	8,859.13	7,072.17	8,377.27
440,000	8,148.24	9,643.37	9,709.37	7,793.97	9,226.58	9,292.58	7,439.70	8,809.79	8,875.79	7,085.43	8,393.00
441,000	8,163.49	9,661.44	9,727.59	7,808.56	9,243.87	9,310.02	7,453.62	8,826.30	8,892.45	7,098.69	8,408.73
442,000	8,178.74	9,679.51	9,745.81	7,823.15	9,261.16	9,327.46	7,467.55	8,842.81	8,909.11	7,111.95	8,424.46
443,000	8,193.99	9,697.58	9,764.03	7,837.73	9,278.45	9,344.90	7,481.47	8,859.32	8,925.77	7,125.21	8,440.19
444,000	8,209.24	9,715.65	9,782.25	7,852.32	9,295.74	9,362.34	7,495.39	8,875.83	8,942.43	7,138.47	8,455.92
445,000	8,224.49	9,733.72	9,800.47	7,866.90	9,313.03	9,379.78	7,509.32	8,892.34	8,959.09	7,151.73	8,471.65
446,000	8,239.74	9,751.79	9,818.69	7,881.49	9,330.32	9,397.22	7,523.24	8,908.85	8,975.75	7,164.99	8,487.38
447,000	8,254.99	9,769.86	9,836.91	7,896.08	9,347.61	9,414.66	7,537.16	8,925.36	8,992.41	7,178.25	8,503.11
448,000	8,270.24	9,787.93	9,855.13	7,910.66	9,364.90	9,432.10	7,551.09	8,941.87	9,009.07	7,191.51	8,518.84
449,000	8,285.49	9,806.00	9,873.35	7,925.25	9,382.19	9,449.54	7,565.01	8,958.38	9,025.73	7,204.77	8,534.57
450,000	8,300.73	9,824.07	9,891.57	7,939.83	9,399.48	9,466.98	7,578.93	8,974.89	9,042.39	7,218.03	8,550.30
451,000	8,315.98	9,842.14	9,909.79	7,954.42	9,416.77	9,484.42	7,592.85	8,991.40	9,059.05	7,231.29	8,566.03
452,000	8,331.23	9,860.21	9,928.01	7,969.01	9,434.06	9,501.86	7,606.78	9,007.91	9,075.71	7,244.55	8,581.76
453,000	8,346.48	9,878.28	9,946.23	7,983.59	9,451.35	9,519.30	7,620.70	9,024.42	9,092.37	7,257.81	8,597.49
454,000	8,361.73	9,896.35	9,964.45	7,998.18	9,468.64	9,536.74	7,634.62	9,040.93	9,109.03	7,271.07	8,613.22
455,000	8,376.98	9,914.42	9,982.67	8,012.76	9,485.93	9,554.18	7,648.55	9,057.44	9,125.69	7,284.33	8,628.95
456,000	8,392.23	9,932.49	10,000.89	8,027.35	9,503.22	9,571.62	7,662.47	9,073.95	9,142.35	7,297.59	8,644.68
457,000	8,407.48	9,950.56	10,019.11	8,041.94	9,520.51	9,589.06	7,676.39	9,090.46	9,159.01	7,310.85	8,660.41
458,000	8,422.73	9,968.63	10,037.33	8,056.52	9,537.80	9,606.50	7,690.32	9,106.97	9,175.67	7,324.11	8,676.14
459,000	8,437.98	9,986.70	10,055.55	8,071.11	9,555.09	9,623.94	7,704.24	9,123.48	9,192.33	7,337.37	8,691.87
460,000	8,453.22	10,004.77	10,073.77	8,085.69	9,572.38	9,641.38	7,718.16	9,139.99	9,208.99	7,350.63	8,707.60
461,000	8,468.47	10,022.84	10,091.99	8,100.28	9,589.67	9,658.82	7,732.08	9,156.50	9,225.65	7,363.89	8,723.33
462,000	8,483.72	10,040.91	10,110.21	8,114.87	9,606.96	9,676.26	7,746.01	9,173.01	9,242.31	7,377.15	8,739.06
463,000	8,498.97	10,058.98	10,128.43	8,129.45	9,624.25	9,693.70	7,759.93	9,189.52	9,258.97	7,390.41	8,754.79
464,000	8,514.22	10,077.05	10,146.65	8,144.04	9,641.54	9,711.14	7,773.85	9,206.03	9,275.63	7,403.67	8,770.52
465,000	8,529.47	10,095.12	10,164.87	8,158.62	9,658.83	9,728.58	7,787.78	9,222.54	9,292.29	7,416.93	8,786.25
466,000	8,544.72	10,113.19	10,183.09	8,173.21	9,676.12	9,746.02	7,801.70	9,239.05	9,308.95	7,430.19	8,801.98
467,000	8,559.97	10,131.26	10,201.31	8,187.80	9,693.41	9,763.46	7,815.62	9,255.56	9,325.61	7,443.45	8,817.71
468,000	8,575.22	10,149.33	10,219.53	8,202.38	9,710.70	9,780.90	7,829.55	9,272.07	9,342.27	7,456.71	8,833.44
469,000	8,590.47	10,167.40	10,237.75	8,216.97	9,727.99	9,798.34	7,843.47	9,288.58	9,358.93	7,469.97	8,849.17
470,000	8,605.71	10,185.47	10,255.97	8,231.55	9,745.28	9,815.78	7,857.39	9,305.09	9,375.59	7,483.23	8,864.90

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
471,000	8,620.96	10,203.54	10,274.19	8,246.14	9,762.57	9,833.22	7,871.31	9,321.60	9,392.25	7,496.49	8,880.63
472,000	8,636.21	10,221.61	10,292.41	8,260.73	9,779.86	9,850.66	7,885.24	9,338.11	9,408.91	7,509.75	8,896.36
473,000	8,651.46	10,239.68	10,310.63	8,275.31	9,797.15	9,868.10	7,899.16	9,354.62	9,425.57	7,523.01	8,912.09
474,000	8,666.71	10,257.75	10,328.85	8,289.90	9,814.44	9,885.54	7,913.08	9,371.13	9,442.23	7,536.27	8,927.82
475,000	8,681.96	10,275.82	10,347.07	8,304.48	9,831.73	9,902.98	7,927.01	9,387.64	9,458.89	7,549.53	8,943.55
476,000	8,697.21	10,293.89	10,365.29	8,319.07	9,849.02	9,920.42	7,940.93	9,404.15	9,475.55	7,562.79	8,959.28
477,000	8,712.46	10,311.96	10,383.51	8,333.66	9,866.31	9,937.86	7,954.85	9,420.66	9,492.21	7,576.05	8,975.01
478,000	8,727.71	10,330.03	10,401.73	8,348.24	9,883.60	9,955.30	7,968.78	9,437.17	9,508.87	7,589.31	8,990.74
479,000	8,742.96	10,348.10	10,419.95	8,362.83	9,900.89	9,972.74	7,982.70	9,453.68	9,525.53	7,602.57	9,006.47
480,000	8,758.20	10,366.17	10,438.17	8,377.41	9,918.18	9,990.18	7,996.62	9,470.19	9,542.19	7,615.83	9,022.20
481,000	8,773.45	10,384.24	10,456.39	8,392.00	9,935.47	10,007.62	8,010.54	9,486.70	9,558.85	7,629.09	9,037.93
482,000	8,788.70	10,402.31	10,474.61	8,406.59	9,952.76	10,025.06	8,024.47	9,503.21	9,575.51	7,642.35	9,053.66
483,000	8,803.95	10,420.38	10,492.83	8,421.17	9,970.05	10,042.50	8,038.39	9,519.72	9,592.17	7,655.61	9,069.39
484,000	8,819.20	10,438.45	10,511.05	8,435.76	9,987.34	10,059.94	8,052.31	9,536.23	9,608.83	7,668.87	9,085.12
485,000	8,834.45	10,456.52	10,529.27	8,450.34	10,004.63	10,077.38	8,066.24	9,552.74	9,625.49	7,682.13	9,100.85
486,000	8,849.70	10,474.59	10,547.49	8,464.93	10,021.92	10,094.82	8,080.16	9,569.25	9,642.15	7,695.39	9,116.58
487,000	8,864.95	10,492.66	10,565.71	8,479.52	10,039.21	10,112.26	8,094.08	9,585.76	9,658.81	7,708.65	9,132.31
488,000	8,880.20	10,510.73	10,583.93	8,494.10	10,056.50	10,129.70	8,108.01	9,602.27	9,675.47	7,721.91	9,148.04
489,000	8,895.45	10,528.80	10,602.15	8,508.69	10,073.79	10,147.14	8,121.93	9,618.78	9,692.13	7,735.17	9,163.77
490,000	8,910.69	10,546.87	10,620.37	8,523.27	10,091.08	10,164.58	8,135.85	9,635.29	9,708.79	7,748.43	9,179.50
491,000	8,925.94	10,564.94	10,638.59	8,537.86	10,108.37	10,182.02	8,149.77	9,651.80	9,725.45	7,761.69	9,195.23
492,000	8,941.19	10,583.01	10,656.81	8,552.45	10,125.66	10,199.46	8,163.70	9,668.31	9,742.11	7,774.95	9,210.96
493,000	8,956.44	10,601.08	10,675.03	8,567.03	10,142.95	10,216.90	8,177.62	9,684.82	9,758.77	7,788.21	9,226.69
494,000	8,971.69	10,619.15	10,693.25	8,581.62	10,160.24	10,234.34	8,191.54	9,701.33	9,775.43	7,801.47	9,242.42
495,000	8,986.94	10,637.22	10,711.47	8,596.20	10,177.53	10,251.78	8,205.47	9,717.84	9,792.09	7,814.73	9,258.15
496,000	9,002.19	10,655.29	10,729.69	8,610.79	10,194.82	10,269.22	8,219.39	9,734.35	9,808.75	7,827.99	9,273.88
497,000	9,017.44	10,673.36	10,747.91	8,625.38	10,212.11	10,286.66	8,233.31	9,750.86	9,825.41	7,841.25	9,289.61
498,000	9,032.69	10,691.43	10,766.13	8,639.96	10,229.40	10,304.10	8,247.24	9,767.37	9,842.07	7,854.51	9,305.34
499,000	9,047.94	10,709.50	10,784.35	8,654.55	10,246.69	10,321.54	8,261.16	9,783.88	9,858.73	7,867.77	9,321.07
500,000	9,063.18	10,727.57	10,802.57	8,669.13	10,263.98	10,338.98	8,275.08	9,800.39	9,875.39	7,881.03	9,336.80
501,000	9,078.43	10,745.64	10,820.79	8,683.72	10,281.27	10,356.42	8,289.00	9,816.90	9,892.05	7,894.29	9,352.53
502,000	9,093.68	10,763.71	10,839.01	8,698.31	10,298.56	10,373.86	8,302.93	9,833.41	9,908.71	7,907.55	9,368.26
503,000	9,108.93	10,781.78	10,857.23	8,712.89	10,315.85	10,391.30	8,316.85	9,849.92	9,925.37	7,920.81	9,383.99
504,000	9,124.18	10,799.85	10,875.45	8,727.48	10,333.14	10,408.74	8,330.77	9,866.43	9,942.03	7,934.07	9,399.72
505,000	9,139.43	10,817.92	10,893.67	8,742.06	10,350.43	10,426.18	8,344.70	9,882.94	9,958.69	7,947.33	9,415.45

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
506,000	9,154.68	10,835.99	10,911.89	8,756.65	10,367.72	10,443.62	8,358.62	9,899.45	9,975.35	7,960.59	9,431.18
507,000	9,169.93	10,854.06	10,930.11	8,771.24	10,385.01	10,461.06	8,372.54	9,915.96	9,992.01	7,973.85	9,446.91
508,000	9,185.18	10,872.13	10,948.33	8,785.82	10,402.30	10,478.50	8,386.47	9,932.47	10,008.67	7,987.11	9,462.64
509,000	9,200.43	10,890.20	10,966.55	8,800.41	10,419.59	10,495.94	8,400.39	9,948.98	10,025.33	8,000.37	9,478.37
510,000	9,215.67	10,908.27	10,984.77	8,814.99	10,436.88	10,513.38	8,414.31	9,965.49	10,041.99	8,013.63	9,494.10
511,000	9,230.92	10,926.34	11,002.99	8,829.58	10,454.17	10,530.82	8,428.23	9,982.00	10,058.65	8,026.89	9,509.83
512,000	9,246.17	10,944.41	11,021.21	8,844.17	10,471.46	10,548.26	8,442.16	9,998.51	10,075.31	8,040.15	9,525.56
513,000	9,261.42	10,962.48	11,039.43	8,858.75	10,488.75	10,565.70	8,456.08	10,015.02	10,091.97	8,053.41	9,541.29
514,000	9,276.67	10,980.55	11,057.65	8,873.34	10,506.04	10,583.14	8,470.00	10,031.53	10,108.63	8,066.67	9,557.02
515,000	9,291.92	10,998.62	11,075.87	8,887.92	10,523.33	10,600.58	8,483.93	10,048.04	10,125.29	8,079.93	9,572.75
516,000	9,307.17	11,016.69	11,094.09	8,902.51	10,540.62	10,618.02	8,497.85	10,064.55	10,141.95	8,093.19	9,588.48
517,000	9,322.42	11,034.76	11,112.31	8,917.10	10,557.91	10,635.46	8,511.77	10,081.06	10,158.61	8,106.45	9,604.21
518,000	9,337.67	11,052.83	11,130.53	8,931.68	10,575.20	10,652.90	8,525.70	10,097.57	10,175.27	8,119.71	9,619.94
519,000	9,352.92	11,070.90	11,148.75	8,946.27	10,592.49	10,670.34	8,539.62	10,114.08	10,191.93	8,132.97	9,635.67
520,000	9,368.16	11,088.97	11,166.97	8,960.85	10,609.78	10,687.78	8,553.54	10,130.59	10,208.59	8,146.23	9,651.40
521,000	9,383.41	11,107.04	11,185.19	8,975.44	10,627.07	10,705.22	8,567.46	10,147.10	10,225.25	8,159.49	9,667.13
522,000	9,398.66	11,125.11	11,203.41	8,990.03	10,644.36	10,722.66	8,581.39	10,163.61	10,241.91	8,172.75	9,682.86
523,000	9,413.91	11,143.18	11,221.63	9,004.61	10,661.65	10,740.10	8,595.31	10,180.12	10,258.57	8,186.01	9,698.59
524,000	9,429.16	11,161.25	11,239.85	9,019.20	10,678.94	10,757.54	8,609.23	10,196.63	10,275.23	8,199.27	9,714.32
525,000	9,444.41	11,179.32	11,258.07	9,033.78	10,696.23	10,774.98	8,623.16	10,213.14	10,291.89	8,212.53	9,730.05
526,000	9,459.66	11,197.39	11,276.29	9,048.37	10,713.52	10,792.42	8,637.08	10,229.65	10,308.55	8,225.79	9,745.78
527,000	9,474.91	11,215.46	11,294.51	9,062.96	10,730.81	10,809.86	8,651.00	10,246.16	10,325.21	8,239.05	9,761.51
528,000	9,490.16	11,233.53	11,312.73	9,077.54	10,748.10	10,827.30	8,664.93	10,262.67	10,341.87	8,252.31	9,777.24
529,000	9,505.41	11,251.60	11,330.95	9,092.13	10,765.39	10,844.74	8,678.85	10,279.18	10,358.53	8,265.57	9,792.97
530,000	9,520.65	11,269.67	11,349.17	9,106.71	10,782.68	10,862.18	8,692.77	10,295.69	10,375.19	8,278.83	9,808.70
531,000	9,535.90	11,287.74	11,367.39	9,121.30	10,799.97	10,879.62	8,706.69	10,312.20	10,391.85	8,292.09	9,824.43
532,000	9,551.15	11,305.81	11,385.61	9,135.89	10,817.26	10,897.06	8,720.62	10,328.71	10,408.51	8,305.35	9,840.16
533,000	9,566.40	11,323.88	11,403.83	9,150.47	10,834.55	10,914.50	8,734.54	10,345.22	10,425.17	8,318.61	9,855.89
534,000	9,581.65	11,341.95	11,422.05	9,165.06	10,851.84	10,931.94	8,748.46	10,361.73	10,441.83	8,331.87	9,871.62
535,000	9,596.90	11,360.02	11,440.27	9,179.64	10,869.13	10,949.38	8,762.39	10,378.24	10,458.49	8,345.13	9,887.35
536,000	9,612.15	11,378.09	11,458.49	9,194.23	10,886.42	10,966.82	8,776.31	10,394.75	10,475.15	8,358.39	9,903.08
537,000	9,627.40	11,396.16	11,476.71	9,208.82	10,903.71	10,984.26	8,790.23	10,411.26	10,491.81	8,371.65	9,918.81
538,000	9,642.65	11,414.23	11,494.93	9,223.40	10,921.00	11,001.70	8,804.16	10,427.77	10,508.47	8,384.91	9,934.54
539,000	9,657.90	11,432.30	11,513.15	9,237.99	10,938.29	11,019.14	8,818.08	10,444.28	10,525.13	8,398.17	9,950.27
540,000	9,673.14	11,450.37	11,531.37	9,252.57	10,955.58	11,036.58	8,832.00	10,460.79	10,541.79	8,411.43	9,966.00

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
541,000	9,688.39	11,468.44	11,549.59	9,267.16	10,972.87	11,054.02	8,845.92	10,477.30	10,558.45	8,424.69	9,981.73
542,000	9,703.64	11,486.51	11,567.81	9,281.75	10,990.16	11,071.46	8,859.85	10,493.81	10,575.11	8,437.95	9,997.46
543,000	9,718.89	11,504.58	11,586.03	9,296.33	11,007.45	11,088.90	8,873.77	10,510.32	10,591.77	8,451.21	10,013.19
544,000	9,734.14	11,522.65	11,604.25	9,310.92	11,024.74	11,106.34	8,887.69	10,526.83	10,608.43	8,464.47	10,028.92
545,000	9,749.39	11,540.72	11,622.47	9,325.50	11,042.03	11,123.78	8,901.62	10,543.34	10,625.09	8,477.73	10,044.65
546,000	9,764.64	11,558.79	11,640.69	9,340.09	11,059.32	11,141.22	8,915.54	10,559.85	10,641.75	8,490.99	10,060.38
547,000	9,779.89	11,576.86	11,658.91	9,354.68	11,076.61	11,158.66	8,929.46	10,576.36	10,658.41	8,504.25	10,076.11
548,000	9,795.14	11,594.93	11,677.13	9,369.26	11,093.90	11,176.10	8,943.39	10,592.87	10,675.07	8,517.51	10,091.84
549,000	9,810.39	11,613.00	11,695.35	9,383.85	11,111.19	11,193.54	8,957.31	10,609.38	10,691.73	8,530.77	10,107.57
550,000	9,825.63	11,631.07	11,713.57	9,398.43	11,128.48	11,210.98	8,971.23	10,625.89	10,708.39	8,544.03	10,123.30
551,000	9,840.88	11,649.14	11,731.79	9,413.02	11,145.77	11,228.42	8,985.15	10,642.40	10,725.05	8,557.29	10,139.03
552,000	9,856.13	11,667.21	11,750.01	9,427.61	11,163.06	11,245.86	8,999.08	10,658.91	10,741.71	8,570.55	10,154.76
553,000	9,871.38	11,685.28	11,768.23	9,442.19	11,180.35	11,263.30	9,013.00	10,675.42	10,758.37	8,583.81	10,170.49
554,000	9,886.63	11,703.35	11,786.45	9,456.78	11,197.64	11,280.74	9,026.92	10,691.93	10,775.03	8,597.07	10,186.22
555,000	9,901.88	11,721.42	11,804.67	9,471.36	11,214.93	11,298.18	9,040.85	10,708.44	10,791.69	8,610.33	10,201.95
556,000	9,917.13	11,739.49	11,822.89	9,485.95	11,232.22	11,315.62	9,054.77	10,724.95	10,808.35	8,623.59	10,217.68
557,000	9,932.38	11,757.56	11,841.11	9,500.54	11,249.51	11,333.06	9,068.69	10,741.46	10,825.01	8,636.85	10,233.41
558,000	9,947.63	11,775.63	11,859.33	9,515.12	11,266.80	11,350.50	9,082.62	10,757.97	10,841.67	8,650.11	10,249.14
559,000	9,962.88	11,793.70	11,877.55	9,529.71	11,284.09	11,367.94	9,096.54	10,774.48	10,858.33	8,663.37	10,264.87
560,000	9,978.12	11,811.77	11,895.77	9,544.29	11,301.38	11,385.38	9,110.46	10,790.99	10,874.99	8,676.63	10,280.60
561,000	9,993.37	11,829.84	11,913.99	9,558.88	11,318.67	11,402.82	9,124.38	10,807.50	10,891.65	8,689.89	10,296.33
562,000	10,008.62	11,847.91	11,932.21	9,573.47	11,335.96	11,420.26	9,138.31	10,824.01	10,908.31	8,703.15	10,312.06
563,000	10,023.87	11,865.98	11,950.43	9,588.05	11,353.25	11,437.70	9,152.23	10,840.52	10,924.97	8,716.41	10,327.79
564,000	10,039.12	11,884.05	11,968.65	9,602.64	11,370.54	11,455.14	9,166.15	10,857.03	10,941.63	8,729.67	10,343.52
565,000	10,054.37	11,902.12	11,986.87	9,617.22	11,387.83	11,472.58	9,180.08	10,873.54	10,958.29	8,742.93	10,359.25
566,000	10,069.62	11,920.19	12,005.09	9,631.81	11,405.12	11,490.02	9,194.00	10,890.05	10,974.95	8,756.19	10,374.98
567,000	10,084.87	11,938.26	12,023.31	9,646.40	11,422.41	11,507.46	9,207.92	10,906.56	10,991.61	8,769.45	10,390.71
568,000	10,100.12	11,956.33	12,041.53	9,660.98	11,439.70	11,524.90	9,221.85	10,923.07	11,008.27	8,782.71	10,406.44
569,000	10,115.37	11,974.40	12,059.75	9,675.57	11,456.99	11,542.34	9,235.77	10,939.58	11,024.93	8,795.97	10,422.17
570,000	10,130.61	11,992.47	12,077.97	9,690.15	11,474.28	11,559.78	9,249.69	10,956.09	11,041.59	8,809.23	10,437.90
571,000	10,145.86	12,010.54	12,096.19	9,704.74	11,491.57	11,577.22	9,263.61	10,972.60	11,058.25	8,822.49	10,453.63
572,000	10,161.11	12,028.61	12,114.41	9,719.33	11,508.86	11,594.66	9,277.54	10,989.11	11,074.91	8,835.75	10,469.36
573,000	10,176.36	12,046.68	12,132.63	9,733.91	11,526.15	11,612.10	9,291.46	11,005.62	11,091.57	8,849.01	10,485.09
574,000	10,191.61	12,064.75	12,150.85	9,748.50	11,543.44	11,629.54	9,305.38	11,022.13	11,108.23	8,862.27	10,500.82
575,000	10,206.86	12,082.82	12,169.07	9,763.08	11,560.73	11,646.98	9,319.31	11,038.64	11,124.89	8,875.53	10,516.55

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
576,000	10,222.11	12,100.89	12,187.29	9,777.67	11,578.02	11,664.42	9,333.23	11,055.15	11,141.55	8,888.79	10,532.28
577,000	10,237.36	12,118.96	12,205.51	9,792.26	11,595.31	11,681.86	9,347.15	11,071.66	11,158.21	8,902.05	10,548.01
578,000	10,252.61	12,137.03	12,223.73	9,806.84	11,612.60	11,699.30	9,361.08	11,088.17	11,174.87	8,915.31	10,563.74
579,000	10,267.86	12,155.10	12,241.95	9,821.43	11,629.89	11,716.74	9,375.00	11,104.68	11,191.53	8,928.57	10,579.47
580,000	10,283.10	12,173.17	12,260.17	9,836.01	11,647.18	11,734.18	9,388.92	11,121.19	11,208.19	8,941.83	10,595.20
581,000	10,298.35	12,191.24	12,278.39	9,850.60	11,664.47	11,751.62	9,402.84	11,137.70	11,224.85	8,955.09	10,610.93
582,000	10,313.60	12,209.31	12,296.61	9,865.19	11,681.76	11,769.06	9,416.77	11,154.21	11,241.51	8,968.35	10,626.66
583,000	10,328.85	12,227.38	12,314.83	9,879.77	11,699.05	11,786.50	9,430.69	11,170.72	11,258.17	8,981.61	10,642.39
584,000	10,344.10	12,245.45	12,333.05	9,894.36	11,716.34	11,803.94	9,444.61	11,187.23	11,274.83	8,994.87	10,658.12
585,000	10,359.35	12,263.52	12,351.27	9,908.94	11,733.63	11,821.38	9,458.54	11,203.74	11,291.49	9,008.13	10,673.85
586,000	10,374.60	12,281.59	12,369.49	9,923.53	11,750.92	11,838.82	9,472.46	11,220.25	11,308.15	9,021.39	10,689.58
587,000	10,389.85	12,299.66	12,387.71	9,938.12	11,768.21	11,856.26	9,486.38	11,236.76	11,324.81	9,034.65	10,705.31
588,000	10,405.10	12,317.73	12,405.93	9,952.70	11,785.50	11,873.70	9,500.31	11,253.27	11,341.47	9,047.91	10,721.04
589,000	10,420.35	12,335.80	12,424.15	9,967.29	11,802.79	11,891.14	9,514.23	11,269.78	11,358.13	9,061.17	10,736.77
590,000	10,435.59	12,353.87	12,442.37	9,981.87	11,820.08	11,908.58	9,528.15	11,286.29	11,374.79	9,074.43	10,752.50
591,000	10,450.84	12,371.94	12,460.59	9,996.46	11,837.37	11,926.02	9,542.07	11,302.80	11,391.45	9,087.69	10,768.23
592,000	10,466.09	12,390.01	12,478.81	10,011.05	11,854.66	11,943.46	9,556.00	11,319.31	11,408.11	9,100.95	10,783.96
593,000	10,481.34	12,408.08	12,497.03	10,025.63	11,871.95	11,960.90	9,569.92	11,335.82	11,424.77	9,114.21	10,799.69
594,000	10,496.59	12,426.15	12,515.25	10,040.22	11,889.24	11,978.34	9,583.84	11,352.33	11,441.43	9,127.47	10,815.42
595,000	10,511.84	12,444.22	12,533.47	10,054.80	11,906.53	11,995.78	9,597.77	11,368.84	11,458.09	9,140.73	10,831.15
596,000	10,527.09	12,462.29	12,551.69	10,069.39	11,923.82	12,013.22	9,611.69	11,385.35	11,474.75	9,153.99	10,846.88
597,000	10,542.34	12,480.36	12,569.91	10,083.98	11,941.11	12,030.66	9,625.61	11,401.86	11,491.41	9,167.25	10,862.61
598,000	10,557.59	12,498.43	12,588.13	10,098.56	11,958.40	12,048.10	9,639.54	11,418.37	11,508.07	9,180.51	10,878.34
599,000	10,572.84	12,516.50	12,606.35	10,113.15	11,975.69	12,065.54	9,653.46	11,434.88	11,524.73	9,193.77	10,894.07
600,000	10,588.08	12,534.57	12,624.57	10,127.73	11,992.98	12,082.98	9,667.38	11,451.39	11,541.39	9,207.03	10,909.80
601,000	10,603.33	12,552.64	12,642.79	10,142.32	12,010.27	12,100.42	9,681.30	11,467.90	11,558.05	9,220.29	10,925.53
602,000	10,618.58	12,570.71	12,661.01	10,156.91	12,027.56	12,117.86	9,695.23	11,484.41	11,574.71	9,233.55	10,941.26
603,000	10,633.83	12,588.78	12,679.23	10,171.49	12,044.85	12,135.30	9,709.15	11,500.92	11,591.37	9,246.81	10,956.99
604,000	10,649.08	12,606.85	12,697.45	10,186.08	12,062.14	12,152.74	9,723.07	11,517.43	11,608.03	9,260.07	10,972.72
605,000	10,664.33	12,624.92	12,715.67	10,200.66	12,079.43	12,170.18	9,737.00	11,533.94	11,624.69	9,273.33	10,988.45
606,000	10,679.58	12,642.99	12,733.89	10,215.25	12,096.72	12,187.62	9,750.92	11,550.45	11,641.35	9,286.59	11,004.18
607,000	10,694.83	12,661.06	12,752.11	10,229.84	12,114.01	12,205.06	9,764.84	11,566.96	11,658.01	9,299.85	11,019.91
608,000	10,710.08	12,679.13	12,770.33	10,244.42	12,131.30	12,222.50	9,778.77	11,583.47	11,674.67	9,313.11	11,035.64
609,000	10,725.33	12,697.20	12,788.55	10,259.01	12,148.59	12,239.94	9,792.69	11,599.98	11,691.33	9,326.37	11,051.37
610,000	10,740.57	12,715.27	12,806.77	10,273.59	12,165.88	12,257.38	9,806.61	11,616.49	11,707.99	9,339.63	11,067.10

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
611,000	10,755.82	12,733.34	12,824.99	10,288.18	12,183.17	12,274.82	9,820.53	11,633.00	11,724.65	9,352.89	11,082.83
612,000	10,771.07	12,751.41	12,843.21	10,302.77	12,200.46	12,292.26	9,834.46	11,649.51	11,741.31	9,366.15	11,098.56
613,000	10,786.32	12,769.48	12,861.43	10,317.35	12,217.75	12,309.70	9,848.38	11,666.02	11,757.97	9,379.41	11,114.29
614,000	10,801.57	12,787.55	12,879.65	10,331.94	12,235.04	12,327.14	9,862.30	11,682.53	11,774.63	9,392.67	11,130.02
615,000	10,816.82	12,805.62	12,897.87	10,346.52	12,252.33	12,344.58	9,876.23	11,699.04	11,791.29	9,405.93	11,145.75
616,000	10,832.07	12,823.69	12,916.09	10,361.11	12,269.62	12,362.02	9,890.15	11,715.55	11,807.95	9,419.19	11,161.48
617,000	10,847.32	12,841.76	12,934.31	10,375.70	12,286.91	12,379.46	9,904.07	11,732.06	11,824.61	9,432.45	11,177.21
618,000	10,862.57	12,859.83	12,952.53	10,390.28	12,304.20	12,396.90	9,918.00	11,748.57	11,841.27	9,445.71	11,192.94
619,000	10,877.82	12,877.90	12,970.75	10,404.87	12,321.49	12,414.34	9,931.92	11,765.08	11,857.93	9,458.97	11,208.67
620,000	10,893.06	12,895.97	12,988.97	10,419.45	12,338.78	12,431.78	9,945.84	11,781.59	11,874.59	9,472.23	11,224.40
621,000	10,908.31	12,914.04	13,007.19	10,434.04	12,356.07	12,449.22	9,959.76	11,798.10	11,891.25	9,485.49	11,240.13
622,000	10,923.56	12,932.11	13,025.41	10,448.63	12,373.36	12,466.66	9,973.69	11,814.61	11,907.91	9,498.75	11,255.86
623,000	10,938.81	12,950.18	13,043.63	10,463.21	12,390.65	12,484.10	9,987.61	11,831.12	11,924.57	9,512.01	11,271.59
624,000	10,954.06	12,968.25	13,061.85	10,477.80	12,407.94	12,501.54	10,001.53	11,847.63	11,941.23	9,525.27	11,287.32
625,000	10,969.31	12,986.32	13,080.07	10,492.38	12,425.23	12,518.98	10,015.46	11,864.14	11,957.89	9,538.53	11,303.05
626,000	10,984.56	13,004.39	13,098.29	10,506.97	12,442.52	12,536.42	10,029.38	11,880.65	11,974.55	9,551.79	11,318.78
627,000	10,999.81	13,022.46	13,116.51	10,521.56	12,459.81	12,553.86	10,043.30	11,897.16	11,991.21	9,565.05	11,334.51
628,000	11,015.06	13,040.53	13,134.73	10,536.14	12,477.10	12,571.30	10,057.23	11,913.67	12,007.87	9,578.31	11,350.24
629,000	11,030.31	13,058.60	13,152.95	10,550.73	12,494.39	12,588.74	10,071.15	11,930.18	12,024.53	9,591.57	11,365.97
630,000	11,045.55	13,076.67	13,171.17	10,565.31	12,511.68	12,606.18	10,085.07	11,946.69	12,041.19	9,604.83	11,381.70
631,000	11,060.80	13,094.74	13,189.39	10,579.90	12,528.97	12,623.62	10,098.99	11,963.20	12,057.85	9,618.09	11,397.43
632,000	11,076.05	13,112.81	13,207.61	10,594.49	12,546.26	12,641.06	10,112.92	11,979.71	12,074.51	9,631.35	11,413.16
633,000	11,091.30	13,130.88	13,225.83	10,609.07	12,563.55	12,658.50	10,126.84	11,996.22	12,091.17	9,644.61	11,428.89
634,000	11,106.55	13,148.95	13,244.05	10,623.66	12,580.84	12,675.94	10,140.76	12,012.73	12,107.83	9,657.87	11,444.62
635,000	11,121.80	13,167.02	13,262.27	10,638.24	12,598.13	12,693.38	10,154.69	12,029.24	12,124.49	9,671.13	11,460.35
636,000	11,137.05	13,185.09	13,280.49	10,652.83	12,615.42	12,710.82	10,168.61	12,045.75	12,141.15	9,684.39	11,476.08
637,000	11,152.30	13,203.16	13,298.71	10,667.42	12,632.71	12,728.26	10,182.53	12,062.26	12,157.81	9,697.65	11,491.81
638,000	11,167.55	13,221.23	13,316.93	10,682.00	12,650.00	12,745.70	10,196.46	12,078.77	12,174.47	9,710.91	11,507.54
639,000	11,182.80	13,239.30	13,335.15	10,696.59	12,667.29	12,763.14	10,210.38	12,095.28	12,191.13	9,724.17	11,523.27
640,000	11,198.04	13,257.37	13,353.37	10,711.17	12,684.58	12,780.58	10,224.30	12,111.79	12,207.79	9,737.43	11,539.00
641,000	11,213.29	13,275.44	13,371.59	10,725.76	12,701.87	12,798.02	10,238.22	12,128.30	12,224.45	9,750.69	11,554.73
642,000	11,228.54	13,293.51	13,389.81	10,740.35	12,719.16	12,815.46	10,252.15	12,144.81	12,241.11	9,763.95	11,570.46
643,000	11,243.79	13,311.58	13,408.03	10,754.93	12,736.45	12,832.90	10,266.07	12,161.32	12,257.77	9,777.21	11,586.19
644,000	11,259.04	13,329.65	13,426.25	10,769.52	12,753.74	12,850.34	10,279.99	12,177.83	12,274.43	9,790.47	11,601.92
645,000	11,274.29	13,347.72	13,444.47	10,784.10	12,771.03	12,867.78	10,293.92	12,194.34	12,291.09	9,803.73	11,617.65

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
646,000	11,289.54	13,365.79	13,462.69	10,798.69	12,788.32	12,885.22	10,307.84	12,210.85	12,307.75	9,816.99	11,633.38
647,000	11,304.79	13,383.86	13,480.91	10,813.28	12,805.61	12,902.66	10,321.76	12,227.36	12,324.41	9,830.25	11,649.11
648,000	11,320.04	13,401.93	13,499.13	10,827.86	12,822.90	12,920.10	10,335.69	12,243.87	12,341.07	9,843.51	11,664.84
649,000	11,335.29	13,420.00	13,517.35	10,842.45	12,840.19	12,937.54	10,349.61	12,260.38	12,357.73	9,856.77	11,680.57
650,000	11,350.53	13,438.07	13,535.57	10,857.03	12,857.48	12,954.98	10,363.53	12,276.89	12,374.39	9,870.03	11,696.30
651,000	11,365.78	13,456.14	13,553.79	10,871.62	12,874.77	12,972.42	10,377.45	12,293.40	12,391.05	9,883.29	11,712.03
652,000	11,381.03	13,474.21	13,572.01	10,886.21	12,892.06	12,989.86	10,391.38	12,309.91	12,407.71	9,896.55	11,727.76
653,000	11,396.28	13,492.28	13,590.23	10,900.79	12,909.35	13,007.30	10,405.30	12,326.42	12,424.37	9,909.81	11,743.49
654,000	11,411.53	13,510.35	13,608.45	10,915.38	12,926.64	13,024.74	10,419.22	12,342.93	12,441.03	9,923.07	11,759.22
655,000	11,426.78	13,528.42	13,626.67	10,929.96	12,943.93	13,042.18	10,433.15	12,359.44	12,457.69	9,936.33	11,774.95
656,000	11,442.03	13,546.49	13,644.89	10,944.55	12,961.22	13,059.62	10,447.07	12,375.95	12,474.35	9,949.59	11,790.68
657,000	11,457.28	13,564.56	13,663.11	10,959.14	12,978.51	13,077.06	10,460.99	12,392.46	12,491.01	9,962.85	11,806.41
658,000	11,472.53	13,582.63	13,681.33	10,973.72	12,995.80	13,094.50	10,474.92	12,408.97	12,507.67	9,976.11	11,822.14
659,000	11,487.78	13,600.70	13,699.55	10,988.31	13,013.09	13,111.94	10,488.84	12,425.48	12,524.33	9,989.37	11,837.87
660,000	11,503.02	13,618.77	13,717.77	11,002.89	13,030.38	13,129.38	10,502.76	12,441.99	12,540.99	10,002.63	11,853.60
661,000	11,518.27	13,636.84	13,735.99	11,017.48	13,047.67	13,146.82	10,516.68	12,458.50	12,557.65	10,015.89	11,869.33
662,000	11,533.52	13,654.91	13,754.21	11,032.07	13,064.96	13,164.26	10,530.61	12,475.01	12,574.31	10,029.15	11,885.06
663,000	11,548.77	13,672.98	13,772.43	11,046.65	13,082.25	13,181.70	10,544.53	12,491.52	12,590.97	10,042.41	11,900.79
664,000	11,564.02	13,691.05	13,790.65	11,061.24	13,099.54	13,199.14	10,558.45	12,508.03	12,607.63	10,055.67	11,916.52
665,000	11,579.27	13,709.12	13,808.87	11,075.82	13,116.83	13,216.58	10,572.38	12,524.54	12,624.29	10,068.93	11,932.25
666,000	11,594.52	13,727.19	13,827.09	11,090.41	13,134.12	13,234.02	10,586.30	12,541.05	12,640.95	10,082.19	11,947.98
667,000	11,609.77	13,745.26	13,845.31	11,105.00	13,151.41	13,251.46	10,600.22	12,557.56	12,657.61	10,095.45	11,963.71
668,000	11,625.02	13,763.33	13,863.53	11,119.58	13,168.70	13,268.90	10,614.15	12,574.07	12,674.27	10,108.71	11,979.44
669,000	11,640.27	13,781.40	13,881.75	11,134.17	13,185.99	13,286.34	10,628.07	12,590.58	12,690.93	10,121.97	11,995.17
670,000	11,655.51	13,799.47	13,899.97	11,148.75	13,203.28	13,303.78	10,641.99	12,607.09	12,707.59	10,135.23	12,010.90
671,000	11,670.76	13,817.54	13,918.19	11,163.34	13,220.57	13,321.22	10,655.91	12,623.60	12,724.25	10,148.49	12,026.63
672,000	11,686.01	13,835.61	13,936.41	11,177.93	13,237.86	13,338.66	10,669.84	12,640.11	12,740.91	10,161.75	12,042.36
673,000	11,701.26	13,853.68	13,954.63	11,192.51	13,255.15	13,356.10	10,683.76	12,656.62	12,757.57	10,175.01	12,058.09
674,000	11,716.51	13,871.75	13,972.85	11,207.10	13,272.44	13,373.54	10,697.68	12,673.13	12,774.23	10,188.27	12,073.82
675,000	11,731.76	13,889.82	13,991.07	11,221.68	13,289.73	13,390.98	10,711.61	12,689.64	12,790.89	10,201.53	12,089.55
676,000	11,747.01	13,907.89	14,009.29	11,236.27	13,307.02	13,408.42	10,725.53	12,706.15	12,807.55	10,214.79	12,105.28
677,000	11,762.26	13,925.96	14,027.51	11,250.86	13,324.31	13,425.86	10,739.45	12,722.66	12,824.21	10,228.05	12,121.01
678,000	11,777.51	13,944.03	14,045.73	11,265.44	13,341.60	13,443.30	10,753.38	12,739.17	12,840.87	10,241.31	12,136.74
679,000	11,792.76	13,962.10	14,063.95	11,280.03	13,358.89	13,460.74	10,767.30	12,755.68	12,857.53	10,254.57	12,152.47
680,000	11,808.00	13,980.17	14,082.17	11,294.61	13,376.18	13,478.18	10,781.22	12,772.19	12,874.19	10,267.83	12,168.20

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
681,000	11,823.25	13,998.24	14,100.39	11,309.20	13,393.47	13,495.62	10,795.14	12,788.70	12,890.85	10,281.09	12,183.93
682,000	11,838.50	14,016.31	14,118.61	11,323.79	13,410.76	13,513.06	10,809.07	12,805.21	12,907.51	10,294.35	12,199.66
683,000	11,853.75	14,034.38	14,136.83	11,338.37	13,428.05	13,530.50	10,822.99	12,821.72	12,924.17	10,307.61	12,215.39
684,000	11,869.00	14,052.45	14,155.05	11,352.96	13,445.34	13,547.94	10,836.91	12,838.23	12,940.83	10,320.87	12,231.12
685,000	11,884.25	14,070.52	14,173.27	11,367.54	13,462.63	13,565.38	10,850.84	12,854.74	12,957.49	10,334.13	12,246.85
686,000	11,899.50	14,088.59	14,191.49	11,382.13	13,479.92	13,582.82	10,864.76	12,871.25	12,974.15	10,347.39	12,262.58
687,000	11,914.75	14,106.66	14,209.71	11,396.72	13,497.21	13,600.26	10,878.68	12,887.76	12,990.81	10,360.65	12,278.31
688,000	11,930.00	14,124.73	14,227.93	11,411.30	13,514.50	13,617.70	10,892.61	12,904.27	13,007.47	10,373.91	12,294.04
689,000	11,945.25	14,142.80	14,246.15	11,425.89	13,531.79	13,635.14	10,906.53	12,920.78	13,024.13	10,387.17	12,309.77
690,000	11,960.49	14,160.87	14,264.37	11,440.47	13,549.08	13,652.58	10,920.45	12,937.29	13,040.79	10,400.43	12,325.50
691,000	11,975.74	14,178.94	14,282.59	11,455.06	13,566.37	13,670.02	10,934.37	12,953.80	13,057.45	10,413.69	12,341.23
692,000	11,990.99	14,197.01	14,300.81	11,469.65	13,583.66	13,687.46	10,948.30	12,970.31	13,074.11	10,426.95	12,356.96
693,000	12,006.24	14,215.08	14,319.03	11,484.23	13,600.95	13,704.90	10,962.22	12,986.82	13,090.77	10,440.21	12,372.69
694,000	12,021.49	14,233.15	14,337.25	11,498.82	13,618.24	13,722.34	10,976.14	13,003.33	13,107.43	10,453.47	12,388.42
695,000	12,036.74	14,251.22	14,355.47	11,513.40	13,635.53	13,739.78	10,990.07	13,019.84	13,124.09	10,466.73	12,404.15
696,000	12,051.99	14,269.29	14,373.69	11,527.99	13,652.82	13,757.22	11,003.99	13,036.35	13,140.75	10,479.99	12,419.88
697,000	12,067.24	14,287.36	14,391.91	11,542.58	13,670.11	13,774.66	11,017.91	13,052.86	13,157.41	10,493.25	12,435.61
698,000	12,082.49	14,305.43	14,410.13	11,557.16	13,687.40	13,792.10	11,031.84	13,069.37	13,174.07	10,506.51	12,451.34
699,000	12,097.74	14,323.50	14,428.35	11,571.75	13,704.69	13,809.54	11,045.76	13,085.88	13,190.73	10,519.77	12,467.07
700,000	12,112.98	14,341.57	14,446.57	11,586.33	13,721.98	13,826.98	11,059.68	13,102.39	13,207.39	10,533.03	12,482.80
701,000	12,128.23	14,359.64	14,464.79	11,600.92	13,739.27	13,844.42	11,073.60	13,118.90	13,224.05	10,546.29	12,498.53
702,000	12,143.48	14,377.71	14,483.01	11,615.51	13,756.56	13,861.86	11,087.53	13,135.41	13,240.71	10,559.55	12,514.26
703,000	12,158.73	14,395.78	14,501.23	11,630.09	13,773.85	13,879.30	11,101.45	13,151.92	13,257.37	10,572.81	12,529.99
704,000	12,173.98	14,413.85	14,519.45	11,644.68	13,791.14	13,896.74	11,115.37	13,168.43	13,274.03	10,586.07	12,545.72
705,000	12,189.23	14,431.92	14,537.67	11,659.26	13,808.43	13,914.18	11,129.30	13,184.94	13,290.69	10,599.33	12,561.45
706,000	12,204.48	14,449.99	14,555.89	11,673.85	13,825.72	13,931.62	11,143.22	13,201.45	13,307.35	10,612.59	12,577.18
707,000	12,219.73	14,468.06	14,574.11	11,688.44	13,843.01	13,949.06	11,157.14	13,217.96	13,324.01	10,625.85	12,592.91
708,000	12,234.98	14,486.13	14,592.33	11,703.02	13,860.30	13,966.50	11,171.07	13,234.47	13,340.67	10,639.11	12,608.64
709,000	12,250.23	14,504.20	14,610.55	11,717.61	13,877.59	13,983.94	11,184.99	13,250.98	13,357.33	10,652.37	12,624.37
710,000	12,265.47	14,522.27	14,628.77	11,732.19	13,894.88	14,001.38	11,198.91	13,267.49	13,373.99	10,665.63	12,640.10
711,000	12,280.72	14,540.34	14,646.99	11,746.78	13,912.17	14,018.82	11,212.83	13,284.00	13,390.65	10,678.89	12,655.83
712,000	12,295.97	14,558.41	14,665.21	11,761.37	13,929.46	14,036.26	11,226.76	13,300.51	13,407.31	10,692.15	12,671.56
713,000	12,311.22	14,576.48	14,683.43	11,775.95	13,946.75	14,053.70	11,240.68	13,317.02	13,423.97	10,705.41	12,687.29
714,000	12,326.47	14,594.55	14,701.65	11,790.54	13,964.04	14,071.14	11,254.60	13,333.53	13,440.63	10,718.67	12,703.02
715,000	12,341.72	14,612.62	14,719.87	11,805.12	13,981.33	14,088.58	11,268.53	13,350.04	13,457.29	10,731.93	12,718.75

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
716,000	12,356.97	14,630.69	14,738.09	11,819.71	13,998.62	14,106.02	11,282.45	13,366.55	13,473.95	10,745.19	12,734.48
717,000	12,372.22	14,648.76	14,756.31	11,834.30	14,015.91	14,123.46	11,296.37	13,383.06	13,490.61	10,758.45	12,750.21
718,000	12,387.47	14,666.83	14,774.53	11,848.88	14,033.20	14,140.90	11,310.30	13,399.57	13,507.27	10,771.71	12,765.94
719,000	12,402.72	14,684.90	14,792.75	11,863.47	14,050.49	14,158.34	11,324.22	13,416.08	13,523.93	10,784.97	12,781.67
720,000	12,417.96	14,702.97	14,810.97	11,878.05	14,067.78	14,175.78	11,338.14	13,432.59	13,540.59	10,798.23	12,797.40
721,000	12,433.21	14,721.04	14,829.19	11,892.64	14,085.07	14,193.22	11,352.06	13,449.10	13,557.25	10,811.49	12,813.13
722,000	12,448.46	14,739.11	14,847.41	11,907.23	14,102.36	14,210.66	11,365.99	13,465.61	13,573.91	10,824.75	12,828.86
723,000	12,463.71	14,757.18	14,865.63	11,921.81	14,119.65	14,228.10	11,379.91	13,482.12	13,590.57	10,838.01	12,844.59
724,000	12,478.96	14,775.25	14,883.85	11,936.40	14,136.94	14,245.54	11,393.83	13,498.63	13,607.23	10,851.27	12,860.32
725,000	12,494.21	14,793.32	14,902.07	11,950.98	14,154.23	14,262.98	11,407.76	13,515.14	13,623.89	10,864.53	12,876.05
726,000	12,509.46	14,811.39	14,920.29	11,965.57	14,171.52	14,280.42	11,421.68	13,531.65	13,640.55	10,877.79	12,891.78
727,000	12,524.71	14,829.46	14,938.51	11,980.16	14,188.81	14,297.86	11,435.60	13,548.16	13,657.21	10,891.05	12,907.51
728,000	12,539.96	14,847.53	14,956.73	11,994.74	14,206.10	14,315.30	11,449.53	13,564.67	13,673.87	10,904.31	12,923.24
729,000	12,555.21	14,865.60	14,974.95	12,009.33	14,223.39	14,332.74	11,463.45	13,581.18	13,690.53	10,917.57	12,938.97
730,000	12,570.45	14,883.67	14,993.17	12,023.91	14,240.68	14,350.18	11,477.37	13,597.69	13,707.19	10,930.83	12,954.70
731,000	12,585.70	14,901.74	15,011.39	12,038.50	14,257.97	14,367.62	11,491.29	13,614.20	13,723.85	10,944.09	12,970.43
732,000	12,600.95	14,919.81	15,029.61	12,053.09	14,275.26	14,385.06	11,505.22	13,630.71	13,740.51	10,957.35	12,986.16
733,000	12,616.20	14,937.88	15,047.83	12,067.67	14,292.55	14,402.50	11,519.14	13,647.22	13,757.17	10,970.61	13,001.89
734,000	12,631.45	14,955.95	15,066.05	12,082.26	14,309.84	14,419.94	11,533.06	13,663.73	13,773.83	10,983.87	13,017.62
735,000	12,646.70	14,974.02	15,084.27	12,096.84	14,327.13	14,437.38	11,546.99	13,680.24	13,790.49	10,997.13	13,033.35
736,000	12,661.95	14,992.09	15,102.49	12,111.43	14,344.42	14,454.82	11,560.91	13,696.75	13,807.15	11,010.39	13,049.08
737,000	12,677.20	15,010.16	15,120.71	12,126.02	14,361.71	14,472.26	11,574.83	13,713.26	13,823.81	11,023.65	13,064.81
738,000	12,692.45	15,028.23	15,138.93	12,140.60	14,379.00	14,489.70	11,588.76	13,729.77	13,840.47	11,036.91	13,080.54
739,000	12,707.70	15,046.30	15,157.15	12,155.19	14,396.29	14,507.14	11,602.68	13,746.28	13,857.13	11,050.17	13,096.27
740,000	12,722.94	15,064.37	15,175.37	12,169.77	14,413.58	14,524.58	11,616.60	13,762.79	13,873.79	11,063.43	13,112.00
741,000	12,738.19	15,082.44	15,193.59	12,184.36	14,430.87	14,542.02	11,630.52	13,779.30	13,890.45	11,076.69	13,127.73
742,000	12,753.44	15,100.51	15,211.81	12,198.95	14,448.16	14,559.46	11,644.45	13,795.81	13,907.11	11,089.95	13,143.46
743,000	12,768.69	15,118.58	15,230.03	12,213.53	14,465.45	14,576.90	11,658.37	13,812.32	13,923.77	11,103.21	13,159.19
744,000	12,783.94	15,136.65	15,248.25	12,228.12	14,482.74	14,594.34	11,672.29	13,828.83	13,940.43	11,116.47	13,174.92
745,000	12,799.19	15,154.72	15,266.47	12,242.70	14,500.03	14,611.78	11,686.22	13,845.34	13,957.09	11,129.73	13,190.65
746,000	12,814.44	15,172.79	15,284.69	12,257.29	14,517.32	14,629.22	11,700.14	13,861.85	13,973.75	11,142.99	13,206.38
747,000	12,829.69	15,190.86	15,302.91	12,271.88	14,534.61	14,646.66	11,714.06	13,878.36	13,990.41	11,156.25	13,222.11
748,000	12,844.94	15,208.93	15,321.13	12,286.46	14,551.90	14,664.10	11,727.99	13,894.87	14,007.07	11,169.51	13,237.84
749,000	12,860.19	15,227.00	15,339.35	12,301.05	14,569.19	14,681.54	11,741.91	13,911.38	14,023.73	11,182.77	13,253.57
750,000	12,875.43	15,245.07	15,357.57	12,315.63	14,586.48	14,698.98	11,755.83	13,927.89	14,040.39	11,196.03	13,269.30

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
751,000	12,890.68	15,263.14	15,375.79	12,330.22	14,603.77	14,716.42	11,769.75	13,944.40	14,057.05	11,209.29	13,285.03
752,000	12,905.93	15,281.21	15,394.01	12,344.81	14,621.06	14,733.86	11,783.68	13,960.91	14,073.71	11,222.55	13,300.76
753,000	12,921.18	15,299.28	15,412.23	12,359.39	14,638.35	14,751.30	11,797.60	13,977.42	14,090.37	11,235.81	13,316.49
754,000	12,936.43	15,317.35	15,430.45	12,373.98	14,655.64	14,768.74	11,811.52	13,993.93	14,107.03	11,249.07	13,332.22
755,000	12,951.68	15,335.42	15,448.67	12,388.56	14,672.93	14,786.18	11,825.45	14,010.44	14,123.69	11,262.33	13,347.95
756,000	12,966.93	15,353.49	15,466.89	12,403.15	14,690.22	14,803.62	11,839.37	14,026.95	14,140.35	11,275.59	13,363.68
757,000	12,982.18	15,371.56	15,485.11	12,417.74	14,707.51	14,821.06	11,853.29	14,043.46	14,157.01	11,288.85	13,379.41
758,000	12,997.43	15,389.63	15,503.33	12,432.32	14,724.80	14,838.50	11,867.22	14,059.97	14,173.67	11,302.11	13,395.14
759,000	13,012.68	15,407.70	15,521.55	12,446.91	14,742.09	14,855.94	11,881.14	14,076.48	14,190.33	11,315.37	13,410.87
760,000	13,027.92	15,425.77	15,539.77	12,461.49	14,759.38	14,873.38	11,895.06	14,092.99	14,206.99	11,328.63	13,426.60
761,000	13,043.17	15,443.84	15,557.99	12,476.08	14,776.67	14,890.82	11,908.98	14,109.50	14,223.65	11,341.89	13,442.33
762,000	13,058.42	15,461.91	15,576.21	12,490.67	14,793.96	14,908.26	11,922.91	14,126.01	14,240.31	11,355.15	13,458.06
763,000	13,073.67	15,479.98	15,594.43	12,505.25	14,811.25	14,925.70	11,936.83	14,142.52	14,256.97	11,368.41	13,473.79
764,000	13,088.92	15,498.05	15,612.65	12,519.84	14,828.54	14,943.14	11,950.75	14,159.03	14,273.63	11,381.67	13,489.52
765,000	13,104.17	15,516.12	15,630.87	12,534.42	14,845.83	14,960.58	11,964.68	14,175.54	14,290.29	11,394.93	13,505.25
766,000	13,119.42	15,534.19	15,649.09	12,549.01	14,863.12	14,978.02	11,978.60	14,192.05	14,306.95	11,408.19	13,520.98
767,000	13,134.67	15,552.26	15,667.31	12,563.60	14,880.41	14,995.46	11,992.52	14,208.56	14,323.61	11,421.45	13,536.71
768,000	13,149.92	15,570.33	15,685.53	12,578.18	14,897.70	15,012.90	12,006.45	14,225.07	14,340.27	11,434.71	13,552.44
769,000	13,165.17	15,588.40	15,703.75	12,592.77	14,914.99	15,030.34	12,020.37	14,241.58	14,356.93	11,447.97	13,568.17
770,000	13,180.41	15,606.47	15,721.97	12,607.35	14,932.28	15,047.78	12,034.29	14,258.09	14,373.59	11,461.23	13,583.90
771,000	13,195.66	15,624.54	15,740.19	12,621.94	14,949.57	15,065.22	12,048.21	14,274.60	14,390.25	11,474.49	13,599.63
772,000	13,210.91	15,642.61	15,758.41	12,636.53	14,966.86	15,082.66	12,062.14	14,291.11	14,406.91	11,487.75	13,615.36
773,000	13,226.16	15,660.68	15,776.63	12,651.11	14,984.15	15,100.10	12,076.06	14,307.62	14,423.57	11,501.01	13,631.09
774,000	13,241.41	15,678.75	15,794.85	12,665.70	15,001.44	15,117.54	12,089.98	14,324.13	14,440.23	11,514.27	13,646.82
775,000	13,256.66	15,696.82	15,813.07	12,680.28	15,018.73	15,134.98	12,103.91	14,340.64	14,456.89	11,527.53	13,662.55
776,000	13,271.91	15,714.89	15,831.29	12,694.87	15,036.02	15,152.42	12,117.83	14,357.15	14,473.55	11,540.79	13,678.28
777,000	13,287.16	15,732.96	15,849.51	12,709.46	15,053.31	15,169.86	12,131.75	14,373.66	14,490.21	11,554.05	13,694.01
778,000	13,302.41	15,751.03	15,867.73	12,724.04	15,070.60	15,187.30	12,145.68	14,390.17	14,506.87	11,567.31	13,709.74
779,000	13,317.66	15,769.10	15,885.95	12,738.63	15,087.89	15,204.74	12,159.60	14,406.68	14,523.53	11,580.57	13,725.47
780,000	13,332.90	15,787.17	15,904.17	12,753.21	15,105.18	15,222.18	12,173.52	14,423.19	14,540.19	11,593.83	13,741.20
781,000	13,348.15	15,805.24	15,922.39	12,767.80	15,122.47	15,239.62	12,187.44	14,439.70	14,556.85	11,607.09	13,756.93
782,000	13,363.40	15,823.31	15,940.61	12,782.39	15,139.76	15,257.06	12,201.37	14,456.21	14,573.51	11,620.35	13,772.66
783,000	13,378.65	15,841.38	15,958.83	12,796.97	15,157.05	15,274.50	12,215.29	14,472.72	14,590.17	11,633.61	13,788.39
784,000	13,393.90	15,859.45	15,977.05	12,811.56	15,174.34	15,291.94	12,229.21	14,489.23	14,606.83	11,646.87	13,804.12
785,000	13,409.15	15,877.52	15,995.27	12,826.14	15,191.63	15,309.38	12,243.14	14,505.74	14,623.49	11,660.13	13,819.85

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces: P. C. Fee	Permit R- Occup.
786,000	13,424.40	15,895.59	16,013.49	12,840.73	15,208.92	15,326.82	12,257.06	14,522.25	14,640.15	11,673.39	13,835.58
787,000	13,439.65	15,913.66	16,031.71	12,855.32	15,226.21	15,344.26	12,270.98	14,538.76	14,656.81	11,686.65	13,851.31
788,000	13,454.90	15,931.73	16,049.93	12,869.90	15,243.50	15,361.70	12,284.91	14,555.27	14,673.47	11,699.91	13,867.04
789,000	13,470.15	15,949.80	16,068.15	12,884.49	15,260.79	15,379.14	12,298.83	14,571.78	14,690.13	11,713.17	13,882.77
790,000	13,485.39	15,967.87	16,086.37	12,899.07	15,278.08	15,396.58	12,312.75	14,588.29	14,706.79	11,726.43	13,898.50
791,000	13,500.64	15,985.94	16,104.59	12,913.66	15,295.37	15,414.02	12,326.67	14,604.80	14,723.45	11,739.69	13,914.23
792,000	13,515.89	16,004.01	16,122.81	12,928.25	15,312.66	15,431.46	12,340.60	14,621.31	14,740.11	11,752.95	13,929.96
793,000	13,531.14	16,022.08	16,141.03	12,942.83	15,329.95	15,448.90	12,354.52	14,637.82	14,756.77	11,766.21	13,945.69
794,000	13,546.39	16,040.15	16,159.25	12,957.42	15,347.24	15,466.34	12,368.44	14,654.33	14,773.43	11,779.47	13,961.42
795,000	13,561.64	16,058.22	16,177.47	12,972.00	15,364.53	15,483.78	12,382.37	14,670.84	14,790.09	11,792.73	13,977.15
796,000	13,576.89	16,076.29	16,195.69	12,986.59	15,381.82	15,501.22	12,396.29	14,687.35	14,806.75	11,805.99	13,992.88
797,000	13,592.14	16,094.36	16,213.91	13,001.18	15,399.11	15,518.66	12,410.21	14,703.86	14,823.41	11,819.25	14,008.61
798,000	13,607.39	16,112.43	16,232.13	13,015.76	15,416.40	15,536.10	12,424.14	14,720.37	14,840.07	11,832.51	14,024.34
799,000	13,622.64	16,130.50	16,250.35	13,030.35	15,433.69	15,553.54	12,438.06	14,736.88	14,856.73	11,845.77	14,040.07
800,000	13,637.88	16,148.57	16,268.57	13,044.93	15,450.98	15,570.98	12,451.98	14,753.39	14,873.39	11,859.03	14,055.80
801,000	13,653.13	16,166.64	16,286.79	13,059.52	15,468.27	15,588.42	12,465.90	14,769.90	14,890.05	11,872.29	14,071.53
802,000	13,668.38	16,184.71	16,305.01	13,074.11	15,485.56	15,605.86	12,479.83	14,786.41	14,906.71	11,885.55	14,087.26
803,000	13,683.63	16,202.78	16,323.23	13,088.69	15,502.85	15,623.30	12,493.75	14,802.92	14,923.37	11,898.81	14,102.99
804,000	13,698.88	16,220.85	16,341.45	13,103.28	15,520.14	15,640.74	12,507.67	14,819.43	14,940.03	11,912.07	14,118.72
805,000	13,714.13	16,238.92	16,359.67	13,117.86	15,537.43	15,658.18	12,521.60	14,835.94	14,956.69	11,925.33	14,134.45
806,000	13,729.38	16,256.99	16,377.89	13,132.45	15,554.72	15,675.62	12,535.52	14,852.45	14,973.35	11,938.59	14,150.18
807,000	13,744.63	16,275.06	16,396.11	13,147.04	15,572.01	15,693.06	12,549.44	14,868.96	14,990.01	11,951.85	14,165.91
808,000	13,759.88	16,293.13	16,414.33	13,161.62	15,589.30	15,710.50	12,563.37	14,885.47	15,006.67	11,965.11	14,181.64
809,000	13,775.13	16,311.20	16,432.55	13,176.21	15,606.59	15,727.94	12,577.29	14,901.98	15,023.33	11,978.37	14,197.37
810,000	13,790.37	16,329.27	16,450.77	13,190.79	15,623.88	15,745.38	12,591.21	14,918.49	15,039.99	11,991.63	14,213.10
811,000	13,805.62	16,347.34	16,468.99	13,205.38	15,641.17	15,762.82	12,605.13	14,935.00	15,056.65	12,004.89	14,228.83
812,000	13,820.87	16,365.41	16,487.21	13,219.97	15,658.46	15,780.26	12,619.06	14,951.51	15,073.31	12,018.15	14,244.56
813,000	13,836.12	16,383.48	16,505.43	13,234.55	15,675.75	15,797.70	12,632.98	14,968.02	15,089.97	12,031.41	14,260.29
814,000	13,851.37	16,401.55	16,523.65	13,249.14	15,693.04	15,815.14	12,646.90	14,984.53	15,106.63	12,044.67	14,276.02
815,000	13,866.62	16,419.62	16,541.87	13,263.72	15,710.33	15,832.58	12,660.83	15,001.04	15,123.29	12,057.93	14,291.75
816,000	13,881.87	16,437.69	16,560.09	13,278.31	15,727.62	15,850.02	12,674.75	15,017.55	15,139.95	12,071.19	14,307.48
817,000	13,897.12	16,455.76	16,578.31	13,292.90	15,744.91	15,867.46	12,688.67	15,034.06	15,156.61	12,084.45	14,323.21
818,000	13,912.37	16,473.83	16,596.53	13,307.48	15,762.20	15,884.90	12,702.60	15,050.57	15,173.27	12,097.71	14,338.94
819,000	13,927.62	16,491.90	16,614.75	13,322.07	15,779.49	15,902.34	12,716.52	15,067.08	15,189.93	12,110.97	14,354.67
820,000	13,942.86	16,509.97	16,632.97	13,336.65	15,796.78	15,919.78	12,730.44	15,083.59	15,206.59	12,124.23	14,370.40

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
821,000	13,958.11	16,528.04	16,651.19	13,351.24	15,814.07	15,937.22	12,744.36	15,100.10	15,223.25	12,137.49	14,386.13
822,000	13,973.36	16,546.11	16,669.41	13,365.83	15,831.36	15,954.66	12,758.29	15,116.61	15,239.91	12,150.75	14,401.86
823,000	13,988.61	16,564.18	16,687.63	13,380.41	15,848.65	15,972.10	12,772.21	15,133.12	15,256.57	12,164.01	14,417.59
824,000	14,003.86	16,582.25	16,705.85	13,395.00	15,865.94	15,989.54	12,786.13	15,149.63	15,273.23	12,177.27	14,433.32
825,000	14,019.11	16,600.32	16,724.07	13,409.58	15,883.23	16,006.98	12,800.06	15,166.14	15,289.89	12,190.53	14,449.05
826,000	14,034.36	16,618.39	16,742.29	13,424.17	15,900.52	16,024.42	12,813.98	15,182.65	15,306.55	12,203.79	14,464.78
827,000	14,049.61	16,636.46	16,760.51	13,438.76	15,917.81	16,041.86	12,827.90	15,199.16	15,323.21	12,217.05	14,480.51
828,000	14,064.86	16,654.53	16,778.73	13,453.34	15,935.10	16,059.30	12,841.83	15,215.67	15,339.87	12,230.31	14,496.24
829,000	14,080.11	16,672.60	16,796.95	13,467.93	15,952.39	16,076.74	12,855.75	15,232.18	15,356.53	12,243.57	14,511.97
830,000	14,095.35	16,690.67	16,815.17	13,482.51	15,969.68	16,094.18	12,869.67	15,248.69	15,373.19	12,256.83	14,527.70
831,000	14,110.60	16,708.74	16,833.39	13,497.10	15,986.97	16,111.62	12,883.59	15,265.20	15,389.85	12,270.09	14,543.43
832,000	14,125.85	16,726.81	16,851.61	13,511.69	16,004.26	16,129.06	12,897.52	15,281.71	15,406.51	12,283.35	14,559.16
833,000	14,141.10	16,744.88	16,869.83	13,526.27	16,021.55	16,146.50	12,911.44	15,298.22	15,423.17	12,296.61	14,574.89
834,000	14,156.35	16,762.95	16,888.05	13,540.86	16,038.84	16,163.94	12,925.36	15,314.73	15,439.83	12,309.87	14,590.62
835,000	14,171.60	16,781.02	16,906.27	13,555.44	16,056.13	16,181.38	12,939.29	15,331.24	15,456.49	12,323.13	14,606.35
836,000	14,186.85	16,799.09	16,924.49	13,570.03	16,073.42	16,198.82	12,953.21	15,347.75	15,473.15	12,336.39	14,622.08
837,000	14,202.10	16,817.16	16,942.71	13,584.62	16,090.71	16,216.26	12,967.13	15,364.26	15,489.81	12,349.65	14,637.81
838,000	14,217.35	16,835.23	16,960.93	13,599.20	16,108.00	16,233.70	12,981.06	15,380.77	15,506.47	12,362.91	14,653.54
839,000	14,232.60	16,853.30	16,979.15	13,613.79	16,125.29	16,251.14	12,994.98	15,397.28	15,523.13	12,376.17	14,669.27
840,000	14,247.84	16,871.37	16,997.37	13,628.37	16,142.58	16,268.58	13,008.90	15,413.79	15,539.79	12,389.43	14,685.00
841,000	14,263.09	16,889.44	17,015.59	13,642.96	16,159.87	16,286.02	13,022.82	15,430.30	15,556.45	12,402.69	14,700.73
842,000	14,278.34	16,907.51	17,033.81	13,657.55	16,177.16	16,303.46	13,036.75	15,446.81	15,573.11	12,415.95	14,716.46
843,000	14,293.59	16,925.58	17,052.03	13,672.13	16,194.45	16,320.90	13,050.67	15,463.32	15,589.77	12,429.21	14,732.19
844,000	14,308.84	16,943.65	17,070.25	13,686.72	16,211.74	16,338.34	13,064.59	15,479.83	15,606.43	12,442.47	14,747.92
845,000	14,324.09	16,961.72	17,088.47	13,701.30	16,229.03	16,355.78	13,078.52	15,496.34	15,623.09	12,455.73	14,763.65
846,000	14,339.34	16,979.79	17,106.69	13,715.89	16,246.32	16,373.22	13,092.44	15,512.85	15,639.75	12,468.99	14,779.38
847,000	14,354.59	16,997.86	17,124.91	13,730.48	16,263.61	16,390.66	13,106.36	15,529.36	15,656.41	12,482.25	14,795.11
848,000	14,369.84	17,015.93	17,143.13	13,745.06	16,280.90	16,408.10	13,120.29	15,545.87	15,673.07	12,495.51	14,810.84
849,000	14,385.09	17,034.00	17,161.35	13,759.65	16,298.19	16,425.54	13,134.21	15,562.38	15,689.73	12,508.77	14,826.57
850,000	14,400.33	17,052.07	17,179.57	13,774.23	16,315.48	16,442.98	13,148.13	15,578.89	15,706.39	12,522.03	14,842.30
851,000	14,415.58	17,070.14	17,197.79	13,788.82	16,332.77	16,460.42	13,162.05	15,595.40	15,723.05	12,535.29	14,858.03
852,000	14,430.83	17,088.21	17,216.01	13,803.41	16,350.06	16,477.86	13,175.98	15,611.91	15,739.71	12,548.55	14,873.76
853,000	14,446.08	17,106.28	17,234.23	13,817.99	16,367.35	16,495.30	13,189.90	15,628.42	15,756.37	12,561.81	14,889.49
854,000	14,461.33	17,124.35	17,252.45	13,832.58	16,384.64	16,512.74	13,203.82	15,644.93	15,773.03	12,575.07	14,905.22
855,000	14,476.58	17,142.42	17,270.67	13,847.16	16,401.93	16,530.18	13,217.75	15,661.44	15,789.69	12,588.33	14,920.95

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
856,000	14,491.83	17,160.49	17,288.89	13,861.75	16,419.22	16,547.62	13,231.67	15,677.95	15,806.35	12,601.59	14,936.68
857,000	14,507.08	17,178.56	17,307.11	13,876.34	16,436.51	16,565.06	13,245.59	15,694.46	15,823.01	12,614.85	14,952.41
858,000	14,522.33	17,196.63	17,325.33	13,890.92	16,453.80	16,582.50	13,259.52	15,710.97	15,839.67	12,628.11	14,968.14
859,000	14,537.58	17,214.70	17,343.55	13,905.51	16,471.09	16,599.94	13,273.44	15,727.48	15,856.33	12,641.37	14,983.87
860,000	14,552.82	17,232.77	17,361.77	13,920.09	16,488.38	16,617.38	13,287.36	15,743.99	15,872.99	12,654.63	14,999.60
861,000	14,568.07	17,250.84	17,379.99	13,934.68	16,505.67	16,634.82	13,301.28	15,760.50	15,889.65	12,667.89	15,015.33
862,000	14,583.32	17,268.91	17,398.21	13,949.27	16,522.96	16,652.26	13,315.21	15,777.01	15,906.31	12,681.15	15,031.06
863,000	14,598.57	17,286.98	17,416.43	13,963.85	16,540.25	16,669.70	13,329.13	15,793.52	15,922.97	12,694.41	15,046.79
864,000	14,613.82	17,305.05	17,434.65	13,978.44	16,557.54	16,687.14	13,343.05	15,810.03	15,939.63	12,707.67	15,062.52
865,000	14,629.07	17,323.12	17,452.87	13,993.02	16,574.83	16,704.58	13,356.98	15,826.54	15,956.29	12,720.93	15,078.25
866,000	14,644.32	17,341.19	17,471.09	14,007.61	16,592.12	16,722.02	13,370.90	15,843.05	15,972.95	12,734.19	15,093.98
867,000	14,659.57	17,359.26	17,489.31	14,022.20	16,609.41	16,739.46	13,384.82	15,859.56	15,989.61	12,747.45	15,109.71
868,000	14,674.82	17,377.33	17,507.53	14,036.78	16,626.70	16,756.90	13,398.75	15,876.07	16,006.27	12,760.71	15,125.44
869,000	14,690.07	17,395.40	17,525.75	14,051.37	16,643.99	16,774.34	13,412.67	15,892.58	16,022.93	12,773.97	15,141.17
870,000	14,705.31	17,413.47	17,543.97	14,065.95	16,661.28	16,791.78	13,426.59	15,909.09	16,039.59	12,787.23	15,156.90
871,000	14,720.56	17,431.54	17,562.19	14,080.54	16,678.57	16,809.22	13,440.51	15,925.60	16,056.25	12,800.49	15,172.63
872,000	14,735.81	17,449.61	17,580.41	14,095.13	16,695.86	16,826.66	13,454.44	15,942.11	16,072.91	12,813.75	15,188.36
873,000	14,751.06	17,467.68	17,598.63	14,109.71	16,713.15	16,844.10	13,468.36	15,958.62	16,089.57	12,827.01	15,204.09
874,000	14,766.31	17,485.75	17,616.85	14,124.30	16,730.44	16,861.54	13,482.28	15,975.13	16,106.23	12,840.27	15,219.82
875,000	14,781.56	17,503.82	17,635.07	14,138.88	16,747.73	16,878.98	13,496.21	15,991.64	16,122.89	12,853.53	15,235.55
876,000	14,796.81	17,521.89	17,653.29	14,153.47	16,765.02	16,896.42	13,510.13	16,008.15	16,139.55	12,866.79	15,251.28
877,000	14,812.06	17,539.96	17,671.51	14,168.06	16,782.31	16,913.86	13,524.05	16,024.66	16,156.21	12,880.05	15,267.01
878,000	14,827.31	17,558.03	17,689.73	14,182.64	16,799.60	16,931.30	13,537.98	16,041.17	16,172.87	12,893.31	15,282.74
879,000	14,842.56	17,576.10	17,707.95	14,197.23	16,816.89	16,948.74	13,551.90	16,057.68	16,189.53	12,906.57	15,298.47
880,000	14,857.80	17,594.17	17,726.17	14,211.81	16,834.18	16,966.18	13,565.82	16,074.19	16,206.19	12,919.83	15,314.20
881,000	14,873.05	17,612.24	17,744.39	14,226.40	16,851.47	16,983.62	13,579.74	16,090.70	16,222.85	12,933.09	15,329.93
882,000	14,888.30	17,630.31	17,762.61	14,240.99	16,868.76	17,001.06	13,593.67	16,107.21	16,239.51	12,946.35	15,345.66
883,000	14,903.55	17,648.38	17,780.83	14,255.57	16,886.05	17,018.50	13,607.59	16,123.72	16,256.17	12,959.61	15,361.39
884,000	14,918.80	17,666.45	17,799.05	14,270.16	16,903.34	17,035.94	13,621.51	16,140.23	16,272.83	12,972.87	15,377.12
885,000	14,934.05	17,684.52	17,817.27	14,284.74	16,920.63	17,053.38	13,635.44	16,156.74	16,289.49	12,986.13	15,392.85
886,000	14,949.30	17,702.59	17,835.49	14,299.33	16,937.92	17,070.82	13,649.36	16,173.25	16,306.15	12,999.39	15,408.58
887,000	14,964.55	17,720.66	17,853.71	14,313.92	16,955.21	17,088.26	13,663.28	16,189.76	16,322.81	13,012.65	15,424.31
888,000	14,979.80	17,738.73	17,871.93	14,328.50	16,972.50	17,105.70	13,677.21	16,206.27	16,339.47	13,025.91	15,440.04
889,000	14,995.05	17,756.80	17,890.15	14,343.09	16,989.79	17,123.14	13,691.13	16,222.78	16,356.13	13,039.17	15,455.77
890,000	15,010.29	17,774.87	17,908.37	14,357.67	17,007.08	17,140.58	13,705.05	16,239.29	16,372.79	13,052.43	15,471.50

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
891,000	15,025.54	17,792.94	17,926.59	14,372.26	17,024.37	17,158.02	13,718.97	16,255.80	16,389.45	13,065.69	15,487.23
892,000	15,040.79	17,811.01	17,944.81	14,386.85	17,041.66	17,175.46	13,732.90	16,272.31	16,406.11	13,078.95	15,502.96
893,000	15,056.04	17,829.08	17,963.03	14,401.43	17,058.95	17,192.90	13,746.82	16,288.82	16,422.77	13,092.21	15,518.69
894,000	15,071.29	17,847.15	17,981.25	14,416.02	17,076.24	17,210.34	13,760.74	16,305.33	16,439.43	13,105.47	15,534.42
895,000	15,086.54	17,865.22	17,999.47	14,430.60	17,093.53	17,227.78	13,774.67	16,321.84	16,456.09	13,118.73	15,550.15
896,000	15,101.79	17,883.29	18,017.69	14,445.19	17,110.82	17,245.22	13,788.59	16,338.35	16,472.75	13,131.99	15,565.88
897,000	15,117.04	17,901.36	18,035.91	14,459.78	17,128.11	17,262.66	13,802.51	16,354.86	16,489.41	13,145.25	15,581.61
898,000	15,132.29	17,919.43	18,054.13	14,474.36	17,145.40	17,280.10	13,816.44	16,371.37	16,506.07	13,158.51	15,597.34
899,000	15,147.54	17,937.50	18,072.35	14,488.95	17,162.69	17,297.54	13,830.36	16,387.88	16,522.73	13,171.77	15,613.07
900,000	15,162.78	17,955.57	18,090.57	14,503.53	17,179.98	17,314.98	13,844.28	16,404.39	16,539.39	13,185.03	15,628.80
901,000	15,178.03	17,973.64	18,108.79	14,518.12	17,197.27	17,332.42	13,858.20	16,420.90	16,556.05	13,198.29	15,644.53
902,000	15,193.28	17,991.71	18,127.01	14,532.71	17,214.56	17,349.86	13,872.13	16,437.41	16,572.71	13,211.55	15,660.26
903,000	15,208.53	18,009.78	18,145.23	14,547.29	17,231.85	17,367.30	13,886.05	16,453.92	16,589.37	13,224.81	15,675.99
904,000	15,223.78	18,027.85	18,163.45	14,561.88	17,249.14	17,384.74	13,899.97	16,470.43	16,606.03	13,238.07	15,691.72
905,000	15,239.03	18,045.92	18,181.67	14,576.46	17,266.43	17,402.18	13,913.90	16,486.94	16,622.69	13,251.33	15,707.45
906,000	15,254.28	18,063.99	18,199.89	14,591.05	17,283.72	17,419.62	13,927.82	16,503.45	16,639.35	13,264.59	15,723.18
907,000	15,269.53	18,082.06	18,218.11	14,605.64	17,301.01	17,437.06	13,941.74	16,519.96	16,656.01	13,277.85	15,738.91
908,000	15,284.78	18,100.13	18,236.33	14,620.22	17,318.30	17,454.50	13,955.67	16,536.47	16,672.67	13,291.11	15,754.64
909,000	15,300.03	18,118.20	18,254.55	14,634.81	17,335.59	17,471.94	13,969.59	16,552.98	16,689.33	13,304.37	15,770.37
910,000	15,315.27	18,136.27	18,272.77	14,649.39	17,352.88	17,489.38	13,983.51	16,569.49	16,705.99	13,317.63	15,786.10
911,000	15,330.52	18,154.34	18,290.99	14,663.98	17,370.17	17,506.82	13,997.43	16,586.00	16,722.65	13,330.89	15,801.83
912,000	15,345.77	18,172.41	18,309.21	14,678.57	17,387.46	17,524.26	14,011.36	16,602.51	16,739.31	13,344.15	15,817.56
913,000	15,361.02	18,190.48	18,327.43	14,693.15	17,404.75	17,541.70	14,025.28	16,619.02	16,755.97	13,357.41	15,833.29
914,000	15,376.27	18,208.55	18,345.65	14,707.74	17,422.04	17,559.14	14,039.20	16,635.53	16,772.63	13,370.67	15,849.02
915,000	15,391.52	18,226.62	18,363.87	14,722.32	17,439.33	17,576.58	14,053.13	16,652.04	16,789.29	13,383.93	15,864.75
916,000	15,406.77	18,244.69	18,382.09	14,736.91	17,456.62	17,594.02	14,067.05	16,668.55	16,805.95	13,397.19	15,880.48
917,000	15,422.02	18,262.76	18,400.31	14,751.50	17,473.91	17,611.46	14,080.97	16,685.06	16,822.61	13,410.45	15,896.21
918,000	15,437.27	18,280.83	18,418.53	14,766.08	17,491.20	17,628.90	14,094.90	16,701.57	16,839.27	13,423.71	15,911.94
919,000	15,452.52	18,298.90	18,436.75	14,780.67	17,508.49	17,646.34	14,108.82	16,718.08	16,855.93	13,436.97	15,927.67
920,000	15,467.76	18,316.97	18,454.97	14,795.25	17,525.78	17,663.78	14,122.74	16,734.59	16,872.59	13,450.23	15,943.40
921,000	15,483.01	18,335.04	18,473.19	14,809.84	17,543.07	17,681.22	14,136.66	16,751.10	16,889.25	13,463.49	15,959.13
922,000	15,498.26	18,353.11	18,491.41	14,824.43	17,560.36	17,698.66	14,150.59	16,767.61	16,905.91	13,476.75	15,974.86
923,000	15,513.51	18,371.18	18,509.63	14,839.01	17,577.65	17,716.10	14,164.51	16,784.12	16,922.57	13,490.01	15,990.59
924,000	15,528.76	18,389.25	18,527.85	14,853.60	17,594.94	17,733.54	14,178.43	16,800.63	16,939.23	13,503.27	16,006.32
925,000	15,544.01	18,407.32	18,546.07	14,868.18	17,612.23	17,750.98	14,192.36	16,817.14	16,955.89	13,516.53	16,022.05

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
926,000	15,559.26	18,425.39	18,564.29	14,882.77	17,629.52	17,768.42	14,206.28	16,833.65	16,972.55	13,529.79	16,037.78
927,000	15,574.51	18,443.46	18,582.51	14,897.36	17,646.81	17,785.86	14,220.20	16,850.16	16,989.21	13,543.05	16,053.51
928,000	15,589.76	18,461.53	18,600.73	14,911.94	17,664.10	17,803.30	14,234.13	16,866.67	17,005.87	13,556.31	16,069.24
929,000	15,605.01	18,479.60	18,618.95	14,926.53	17,681.39	17,820.74	14,248.05	16,883.18	17,022.53	13,569.57	16,084.97
930,000	15,620.25	18,497.67	18,637.17	14,941.11	17,698.68	17,838.18	14,261.97	16,899.69	17,039.19	13,582.83	16,100.70
931,000	15,635.50	18,515.74	18,655.39	14,955.70	17,715.97	17,855.62	14,275.89	16,916.20	17,055.85	13,596.09	16,116.43
932,000	15,650.75	18,533.81	18,673.61	14,970.29	17,733.26	17,873.06	14,289.82	16,932.71	17,072.51	13,609.35	16,132.16
933,000	15,666.00	18,551.88	18,691.83	14,984.87	17,750.55	17,890.50	14,303.74	16,949.22	17,089.17	13,622.61	16,147.89
934,000	15,681.25	18,569.95	18,710.05	14,999.46	17,767.84	17,907.94	14,317.66	16,965.73	17,105.83	13,635.87	16,163.62
935,000	15,696.50	18,588.02	18,728.27	15,014.04	17,785.13	17,925.38	14,331.59	16,982.24	17,122.49	13,649.13	16,179.35
936,000	15,711.75	18,606.09	18,746.49	15,028.63	17,802.42	17,942.82	14,345.51	16,998.75	17,139.15	13,662.39	16,195.08
937,000	15,727.00	18,624.16	18,764.71	15,043.22	17,819.71	17,960.26	14,359.43	17,015.26	17,155.81	13,675.65	16,210.81
938,000	15,742.25	18,642.23	18,782.93	15,057.80	17,837.00	17,977.70	14,373.36	17,031.77	17,172.47	13,688.91	16,226.54
939,000	15,757.50	18,660.30	18,801.15	15,072.39	17,854.29	17,995.14	14,387.28	17,048.28	17,189.13	13,702.17	16,242.27
940,000	15,772.74	18,678.37	18,819.37	15,086.97	17,871.58	18,012.58	14,401.20	17,064.79	17,205.79	13,715.43	16,258.00
941,000	15,787.99	18,696.44	18,837.59	15,101.56	17,888.87	18,030.02	14,415.12	17,081.30	17,222.45	13,728.69	16,273.73
942,000	15,803.24	18,714.51	18,855.81	15,116.15	17,906.16	18,047.46	14,429.05	17,097.81	17,239.11	13,741.95	16,289.46
943,000	15,818.49	18,732.58	18,874.03	15,130.73	17,923.45	18,064.90	14,442.97	17,114.32	17,255.77	13,755.21	16,305.19
944,000	15,833.74	18,750.65	18,892.25	15,145.32	17,940.74	18,082.34	14,456.89	17,130.83	17,272.43	13,768.47	16,320.92
945,000	15,848.99	18,768.72	18,910.47	15,159.90	17,958.03	18,099.78	14,470.82	17,147.34	17,289.09	13,781.73	16,336.65
946,000	15,864.24	18,786.79	18,928.69	15,174.49	17,975.32	18,117.22	14,484.74	17,163.85	17,305.75	13,794.99	16,352.38
947,000	15,879.49	18,804.86	18,946.91	15,189.08	17,992.61	18,134.66	14,498.66	17,180.36	17,322.41	13,808.25	16,368.11
948,000	15,894.74	18,822.93	18,965.13	15,203.66	18,009.90	18,152.10	14,512.59	17,196.87	17,339.07	13,821.51	16,383.84
949,000	15,909.99	18,841.00	18,983.35	15,218.25	18,027.19	18,169.54	14,526.51	17,213.38	17,355.73	13,834.77	16,399.57
950,000	15,925.23	18,859.07	19,001.57	15,232.83	18,044.48	18,186.98	14,540.43	17,229.89	17,372.39	13,848.03	16,415.30
951,000	15,940.48	18,877.14	19,019.79	15,247.42	18,061.77	18,204.42	14,554.35	17,246.40	17,389.05	13,861.29	16,431.03
952,000	15,955.73	18,895.21	19,038.01	15,262.01	18,079.06	18,221.86	14,568.28	17,262.91	17,405.71	13,874.55	16,446.76
953,000	15,970.98	18,913.28	19,056.23	15,276.59	18,096.35	18,239.30	14,582.20	17,279.42	17,422.37	13,887.81	16,462.49
954,000	15,986.23	18,931.35	19,074.45	15,291.18	18,113.64	18,256.74	14,596.12	17,295.93	17,439.03	13,901.07	16,478.22
955,000	16,001.48	18,949.42	19,092.67	15,305.76	18,130.93	18,274.18	14,610.05	17,312.44	17,455.69	13,914.33	16,493.95
956,000	16,016.73	18,967.49	19,110.89	15,320.35	18,148.22	18,291.62	14,623.97	17,328.95	17,472.35	13,927.59	16,509.68
957,000	16,031.98	18,985.56	19,129.11	15,334.94	18,165.51	18,309.06	14,637.89	17,345.46	17,489.01	13,940.85	16,525.41
958,000	16,047.23	19,003.63	19,147.33	15,349.52	18,182.80	18,326.50	14,651.82	17,361.97	17,505.67	13,954.11	16,541.14
959,000	16,062.48	19,021.70	19,165.55	15,364.11	18,200.09	18,343.94	14,665.74	17,378.48	17,522.33	13,967.37	16,556.87
960,000	16,077.72	19,039.77	19,183.77	15,378.69	18,217.38	18,361.38	14,679.66	17,394.99	17,538.99	13,980.63	16,572.60

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces: P. C. Fee	Permit R- Occup.
961,000	16,092.97	19,057.84	19,201.99	15,393.28	18,234.67	18,378.82	14,693.58	17,411.50	17,555.65	13,993.89	16,588.33
962,000	16,108.22	19,075.91	19,220.21	15,407.87	18,251.96	18,396.26	14,707.51	17,428.01	17,572.31	14,007.15	16,604.06
963,000	16,123.47	19,093.98	19,238.43	15,422.45	18,269.25	18,413.70	14,721.43	17,444.52	17,588.97	14,020.41	16,619.79
964,000	16,138.72	19,112.05	19,256.65	15,437.04	18,286.54	18,431.14	14,735.35	17,461.03	17,605.63	14,033.67	16,635.52
965,000	16,153.97	19,130.12	19,274.87	15,451.62	18,303.83	18,448.58	14,749.28	17,477.54	17,622.29	14,046.93	16,651.25
966,000	16,169.22	19,148.19	19,293.09	15,466.21	18,321.12	18,466.02	14,763.20	17,494.05	17,638.95	14,060.19	16,666.98
967,000	16,184.47	19,166.26	19,311.31	15,480.80	18,338.41	18,483.46	14,777.12	17,510.56	17,655.61	14,073.45	16,682.71
968,000	16,199.72	19,184.33	19,329.53	15,495.38	18,355.70	18,500.90	14,791.05	17,527.07	17,672.27	14,086.71	16,698.44
969,000	16,214.97	19,202.40	19,347.75	15,509.97	18,372.99	18,518.34	14,804.97	17,543.58	17,688.93	14,099.97	16,714.17
970,000	16,230.21	19,220.47	19,365.97	15,524.55	18,390.28	18,535.78	14,818.89	17,560.09	17,705.59	14,113.23	16,729.90
971,000	16,245.46	19,238.54	19,384.19	15,539.14	18,407.57	18,553.22	14,832.81	17,576.60	17,722.25	14,126.49	16,745.63
972,000	16,260.71	19,256.61	19,402.41	15,553.73	18,424.86	18,570.66	14,846.74	17,593.11	17,738.91	14,139.75	16,761.36
973,000	16,275.96	19,274.68	19,420.63	15,568.31	18,442.15	18,588.10	14,860.66	17,609.62	17,755.57	14,153.01	16,777.09
974,000	16,291.21	19,292.75	19,438.85	15,582.90	18,459.44	18,605.54	14,874.58	17,626.13	17,772.23	14,166.27	16,792.82
975,000	16,306.46	19,310.82	19,457.07	15,597.48	18,476.73	18,622.98	14,888.51	17,642.64	17,788.89	14,179.53	16,808.55
976,000	16,321.71	19,328.89	19,475.29	15,612.07	18,494.02	18,640.42	14,902.43	17,659.15	17,805.55	14,192.79	16,824.28
977,000	16,336.96	19,346.96	19,493.51	15,626.66	18,511.31	18,657.86	14,916.35	17,675.66	17,822.21	14,206.05	16,840.01
978,000	16,352.21	19,365.03	19,511.73	15,641.24	18,528.60	18,675.30	14,930.28	17,692.17	17,838.87	14,219.31	16,855.74
979,000	16,367.46	19,383.10	19,529.95	15,655.83	18,545.89	18,692.74	14,944.20	17,708.68	17,855.53	14,232.57	16,871.47
980,000	16,382.70	19,401.17	19,548.17	15,670.41	18,563.18	18,710.18	14,958.12	17,725.19	17,872.19	14,245.83	16,887.20
981,000	16,397.95	19,419.24	19,566.39	15,685.00	18,580.47	18,727.62	14,972.04	17,741.70	17,888.85	14,259.09	16,902.93
982,000	16,413.20	19,437.31	19,584.61	15,699.59	18,597.76	18,745.06	14,985.97	17,758.21	17,905.51	14,272.35	16,918.66
983,000	16,428.45	19,455.38	19,602.83	15,714.17	18,615.05	18,762.50	14,999.89	17,774.72	17,922.17	14,285.61	16,934.39
984,000	16,443.70	19,473.45	19,621.05	15,728.76	18,632.34	18,779.94	15,013.81	17,791.23	17,938.83	14,298.87	16,950.12
985,000	16,458.95	19,491.52	19,639.27	15,743.34	18,649.63	18,797.38	15,027.74	17,807.74	17,955.49	14,312.13	16,965.85
986,000	16,474.20	19,509.59	19,657.49	15,757.93	18,666.92	18,814.82	15,041.66	17,824.25	17,972.15	14,325.39	16,981.58
987,000	16,489.45	19,527.66	19,675.71	15,772.52	18,684.21	18,832.26	15,055.58	17,840.76	17,988.81	14,338.65	16,997.31
988,000	16,504.70	19,545.73	19,693.93	15,787.10	18,701.50	18,849.70	15,069.51	17,857.27	18,005.47	14,351.91	17,013.04
989,000	16,519.95	19,563.80	19,712.15	15,801.69	18,718.79	18,867.14	15,083.43	17,873.78	18,022.13	14,365.17	17,028.77
990,000	16,535.19	19,581.87	19,730.37	15,816.27	18,736.08	18,884.58	15,097.35	17,890.29	18,038.79	14,378.43	17,044.50
991,000	16,550.44	19,599.94	19,748.59	15,830.86	18,753.37	18,902.02	15,111.27	17,906.80	18,055.45	14,391.69	17,060.23
992,000	16,565.69	19,618.01	19,766.81	15,845.45	18,770.66	18,919.46	15,125.20	17,923.31	18,072.11	14,404.95	17,075.96
993,000	16,580.94	19,636.08	19,785.03	15,860.03	18,787.95	18,936.90	15,139.12	17,939.82	18,088.77	14,418.21	17,091.69
994,000	16,596.19	19,654.15	19,803.25	15,874.62	18,805.24	18,954.34	15,153.04	17,956.33	18,105.43	14,431.47	17,107.42
995,000	16,611.44	19,672.22	19,821.47	15,889.20	18,822.53	18,971.78	15,166.97	17,972.84	18,122.09	14,444.73	17,123.15

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
996,000	16,626.69	19,690.29	19,839.69	15,903.79	18,839.82	18,989.22	15,180.89	17,989.35	18,138.75	14,457.99	17,138.88
997,000	16,641.94	19,708.36	19,857.91	15,918.38	18,857.11	19,006.66	15,194.81	18,005.86	18,155.41	14,471.25	17,154.61
998,000	16,657.19	19,726.43	19,876.13	15,932.96	18,874.40	19,024.10	15,208.74	18,022.37	18,172.07	14,484.51	17,170.34
999,000	16,672.44	19,744.50	19,894.35	15,947.55	18,891.69	19,041.54	15,222.66	18,038.88	18,188.73	14,497.77	17,186.07
1,000,000	16,687.68	19,762.57	19,912.57	15,962.13	18,908.98	19,058.98	15,236.58	18,055.39	18,205.39	14,511.03	17,201.80
1,010,000	16,840.17	19,943.27	20,094.77	16,107.99	19,081.88	19,233.38	15,375.81	18,220.49	18,371.99	14,643.63	17,359.10
1,020,000	16,992.66	20,123.97	20,276.97	16,253.85	19,254.78	19,407.78	15,515.04	18,385.59	18,538.59	14,776.23	17,516.40
1,030,000	17,145.15	20,304.67	20,459.17	16,399.71	19,427.68	19,582.18	15,654.27	18,550.69	18,705.19	14,908.83	17,673.70
1,040,000	17,297.64	20,485.37	20,641.37	16,545.57	19,600.58	19,756.58	15,793.50	18,715.79	18,871.79	15,041.43	17,831.00
1,050,000	17,450.13	20,666.07	20,823.57	16,691.43	19,773.48	19,930.98	15,932.73	18,880.89	19,038.39	15,174.03	17,988.30
1,060,000	17,602.62	20,846.77	21,005.77	16,837.29	19,946.38	20,105.38	16,071.96	19,045.99	19,204.99	15,306.63	18,145.60
1,070,000	17,755.11	21,027.47	21,187.97	16,983.15	20,119.28	20,279.78	16,211.19	19,211.09	19,371.59	15,439.23	18,302.90
1,080,000	17,907.60	21,208.17	21,370.17	17,129.01	20,292.18	20,454.18	16,350.42	19,376.19	19,538.19	15,571.83	18,460.20
1,090,000	18,060.09	21,388.87	21,552.37	17,274.87	20,465.08	20,628.58	16,489.65	19,541.29	19,704.79	15,704.43	18,617.50
1,100,000	18,212.58	21,569.57	21,734.57	17,420.73	20,637.98	20,802.98	16,628.88	19,706.39	19,871.39	15,837.03	18,774.80
1,110,000	18,365.07	21,750.27	21,916.77	17,566.59	20,810.88	20,977.38	16,768.11	19,871.49	20,037.99	15,969.63	18,932.10
1,120,000	18,517.56	21,930.97	22,098.97	17,712.45	20,983.78	21,151.78	16,907.34	20,036.59	20,204.59	16,102.23	19,089.40
1,130,000	18,670.05	22,111.67	22,281.17	17,858.31	21,156.68	21,326.18	17,046.57	20,201.69	20,371.19	16,234.83	19,246.70
1,140,000	18,822.54	22,292.37	22,463.37	18,004.17	21,329.58	21,500.58	17,185.80	20,366.79	20,537.79	16,367.43	19,404.00
1,150,000	18,975.03	22,473.07	22,645.57	18,150.03	21,502.48	21,674.98	17,325.03	20,531.89	20,704.39	16,500.03	19,561.30
1,160,000	19,127.52	22,653.77	22,827.77	18,295.89	21,675.38	21,849.38	17,464.26	20,696.99	20,870.99	16,632.63	19,718.60
1,170,000	19,280.01	22,834.47	23,009.97	18,441.75	21,848.28	22,023.78	17,603.49	20,862.09	21,037.59	16,765.23	19,875.90
1,180,000	19,432.50	23,015.17	23,192.17	18,587.61	22,021.18	22,198.18	17,742.72	21,027.19	21,204.19	16,897.83	20,033.20
1,190,000	19,584.99	23,195.87	23,374.37	18,733.47	22,194.08	22,372.58	17,881.95	21,192.29	21,370.79	17,030.43	20,190.50
1,200,000	19,737.48	23,376.57	23,556.57	18,879.33	22,366.98	22,546.98	18,021.18	21,357.39	21,537.39	17,163.03	20,347.80
1,210,000	19,889.97	23,557.27	23,738.77	19,025.19	22,539.88	22,721.38	18,160.41	21,522.49	21,703.99	17,295.63	20,505.10
1,220,000	20,042.46	23,737.97	23,920.97	19,171.05	22,712.78	22,895.78	18,299.64	21,687.59	21,870.59	17,428.23	20,662.40
1,230,000	20,194.95	23,918.67	24,103.17	19,316.91	22,885.68	23,070.18	18,438.87	21,852.69	22,037.19	17,560.83	20,819.70
1,240,000	20,347.44	24,099.37	24,285.37	19,462.77	23,058.58	23,244.58	18,578.10	22,017.79	22,203.79	17,693.43	20,977.00
1,250,000	20,499.93	24,280.07	24,467.57	19,608.63	23,231.48	23,418.98	18,717.33	22,182.89	22,370.39	17,826.03	21,134.30
1,260,000	20,652.42	24,460.77	24,649.77	19,754.49	23,404.38	23,593.38	18,856.56	22,347.99	22,536.99	17,958.63	21,291.60
1,270,000	20,804.91	24,641.47	24,831.97	19,900.35	23,577.28	23,767.78	18,995.79	22,513.09	22,703.59	18,091.23	21,448.90
1,280,000	20,957.40	24,822.17	25,014.17	20,046.21	23,750.18	23,942.18	19,135.02	22,678.19	22,870.19	18,223.83	21,606.20
1,290,000	21,109.89	25,002.87	25,196.37	20,192.07	23,923.08	24,116.58	19,274.25	22,843.29	23,036.79	18,356.43	21,763.50
1,300,000	21,262.38	25,183.57	25,378.57	20,337.93	24,095.98	24,290.98	19,413.48	23,008.39	23,203.39	18,489.03	21,920.80

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
1,310,000	21,414.87	25,364.27	25,560.77	20,483.79	24,268.88	24,465.38	19,552.71	23,173.49	23,369.99	18,621.63	22,078.10
1,320,000	21,567.36	25,544.97	25,742.97	20,629.65	24,441.78	24,639.78	19,691.94	23,338.59	23,536.59	18,754.23	22,235.40
1,330,000	21,719.85	25,725.67	25,925.17	20,775.51	24,614.68	24,814.18	19,831.17	23,503.69	23,703.19	18,886.83	22,392.70
1,340,000	21,872.34	25,906.37	26,107.37	20,921.37	24,787.58	24,988.58	19,970.40	23,668.79	23,869.79	19,019.43	22,550.00
1,350,000	22,024.83	26,087.07	26,289.57	21,067.23	24,960.48	25,162.98	20,109.63	23,833.89	24,036.39	19,152.03	22,707.30
1,360,000	22,177.32	26,267.77	26,471.77	21,213.09	25,133.38	25,337.38	20,248.86	23,998.99	24,202.99	19,284.63	22,864.60
1,370,000	22,329.81	26,448.47	26,653.97	21,358.95	25,306.28	25,511.78	20,388.09	24,164.09	24,369.59	19,417.23	23,021.90
1,380,000	22,482.30	26,629.17	26,836.17	21,504.81	25,479.18	25,686.18	20,527.32	24,329.19	24,536.19	19,549.83	23,179.20
1,390,000	22,634.79	26,809.87	27,018.37	21,650.67	25,652.08	25,860.58	20,666.55	24,494.29	24,702.79	19,682.43	23,336.50
1,400,000	22,787.28	26,990.57	27,200.57	21,796.53	25,824.98	26,034.98	20,805.78	24,659.39	24,869.39	19,815.03	23,493.80
1,410,000	22,939.77	27,171.27	27,382.77	21,942.39	25,997.88	26,209.38	20,945.01	24,824.49	25,035.99	19,947.63	23,651.10
1,420,000	23,092.26	27,351.97	27,564.97	22,088.25	26,170.78	26,383.78	21,084.24	24,989.59	25,202.59	20,080.23	23,808.40
1,430,000	23,244.75	27,532.67	27,747.17	22,234.11	26,343.68	26,558.18	21,223.47	25,154.69	25,369.19	20,212.83	23,965.70
1,440,000	23,397.24	27,713.37	27,929.37	22,379.97	26,516.58	26,732.58	21,362.70	25,319.79	25,535.79	20,345.43	24,123.00
1,450,000	23,549.73	27,894.07	28,111.57	22,525.83	26,689.48	26,906.98	21,501.93	25,484.89	25,702.39	20,478.03	24,280.30
1,460,000	23,702.22	28,074.77	28,293.77	22,671.69	26,862.38	27,081.38	21,641.16	25,649.99	25,868.99	20,610.63	24,437.60
1,470,000	23,854.71	28,255.47	28,475.97	22,817.55	27,035.28	27,255.78	21,780.39	25,815.09	26,035.59	20,743.23	24,594.90
1,480,000	24,007.20	28,436.17	28,658.17	22,963.41	27,208.18	27,430.18	21,919.62	25,980.19	26,202.19	20,875.83	24,752.20
1,490,000	24,159.69	28,616.87	28,840.37	23,109.27	27,381.08	27,604.58	22,058.85	26,145.29	26,368.79	21,008.43	24,909.50
1,500,000	24,312.18	28,797.57	29,022.57	23,255.13	27,553.98	27,778.98	22,198.08	26,310.39	26,535.39	21,141.03	25,066.80
1,510,000	24,464.67	28,978.27	29,204.77	23,400.99	27,726.88	27,953.38	22,337.31	26,475.49	26,701.99	21,273.63	25,224.10
1,520,000	24,617.16	29,158.97	29,386.97	23,546.85	27,899.78	28,127.78	22,476.54	26,640.59	26,868.59	21,406.23	25,381.40
1,530,000	24,769.65	29,339.67	29,569.17	23,692.71	28,072.68	28,302.18	22,615.77	26,805.69	27,035.19	21,538.83	25,538.70
1,540,000	24,922.14	29,520.37	29,751.37	23,838.57	28,245.58	28,476.58	22,755.00	26,970.79	27,201.79	21,671.43	25,696.00
1,550,000	25,074.63	29,701.07	29,933.57	23,984.43	28,418.48	28,650.98	22,894.23	27,135.89	27,368.39	21,804.03	25,853.30
1,560,000	25,227.12	29,881.77	30,115.77	24,130.29	28,591.38	28,825.38	23,033.46	27,300.99	27,534.99	21,936.63	26,010.60
1,570,000	25,379.61	30,062.47	30,297.97	24,276.15	28,764.28	28,999.78	23,172.69	27,466.09	27,701.59	22,069.23	26,167.90
1,580,000	25,532.10	30,243.17	30,480.17	24,422.01	28,937.18	29,174.18	23,311.92	27,631.19	27,868.19	22,201.83	26,325.20
1,590,000	25,684.59	30,423.87	30,662.37	24,567.87	29,110.08	29,348.58	23,451.15	27,796.29	28,034.79	22,334.43	26,482.50
1,600,000	25,837.08	30,604.57	30,844.57	24,713.73	29,282.98	29,522.98	23,590.38	27,961.39	28,201.39	22,467.03	26,639.80
1,610,000	25,989.57	30,785.27	31,026.77	24,859.59	29,455.88	29,697.38	23,729.61	28,126.49	28,367.99	22,599.63	26,797.10
1,620,000	26,142.06	30,965.97	31,208.97	25,005.45	29,628.78	29,871.78	23,868.84	28,291.59	28,534.59	22,732.23	26,954.40
1,630,000	26,294.55	31,146.67	31,391.17	25,151.31	29,801.68	30,046.18	24,008.07	28,456.69	28,701.19	22,864.83	27,111.70
1,640,000	26,447.04	31,327.37	31,573.37	25,297.17	29,974.58	30,220.58	24,147.30	28,621.79	28,867.79	22,997.43	27,269.00
1,650,000	26,599.53	31,508.07	31,755.57	25,443.03	30,147.48	30,394.98	24,286.53	28,786.89	29,034.39	23,130.03	27,426.30

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
1,660,000	26,752.02	31,688.77	31,937.77	25,588.89	30,320.38	30,569.38	24,425.76	28,951.99	29,200.99	23,262.63	27,583.60
1,670,000	26,904.51	31,869.47	32,119.97	25,734.75	30,493.28	30,743.78	24,564.99	29,117.09	29,367.59	23,395.23	27,740.90
1,680,000	27,057.00	32,050.17	32,302.17	25,880.61	30,666.18	30,918.18	24,704.22	29,282.19	29,534.19	23,527.83	27,898.20
1,690,000	27,209.49	32,230.87	32,484.37	26,026.47	30,839.08	31,092.58	24,843.45	29,447.29	29,700.79	23,660.43	28,055.50
1,700,000	27,361.98	32,411.57	32,666.57	26,172.33	31,011.98	31,266.98	24,982.68	29,612.39	29,867.39	23,793.03	28,212.80
1,710,000	27,514.47	32,592.27	32,848.77	26,318.19	31,184.88	31,441.38	25,121.91	29,777.49	30,033.99	23,925.63	28,370.10
1,720,000	27,666.96	32,772.97	33,030.97	26,464.05	31,357.78	31,615.78	25,261.14	29,942.59	30,200.59	24,058.23	28,527.40
1,730,000	27,819.45	32,953.67	33,213.17	26,609.91	31,530.68	31,790.18	25,400.37	30,107.69	30,367.19	24,190.83	28,684.70
1,740,000	27,971.94	33,134.37	33,395.37	26,755.77	31,703.58	31,964.58	25,539.60	30,272.79	30,533.79	24,323.43	28,842.00
1,750,000	28,124.43	33,315.07	33,577.57	26,901.63	31,876.48	32,138.98	25,678.83	30,437.89	30,700.39	24,456.03	28,999.30
1,760,000	28,276.92	33,495.77	33,759.77	27,047.49	32,049.38	32,313.38	25,818.06	30,602.99	30,866.99	24,588.63	29,156.60
1,770,000	28,429.41	33,676.47	33,941.97	27,193.35	32,222.28	32,487.78	25,957.29	30,768.09	31,033.59	24,721.23	29,313.90
1,780,000	28,581.90	33,857.17	34,124.17	27,339.21	32,395.18	32,662.18	26,096.52	30,933.19	31,200.19	24,853.83	29,471.20
1,790,000	28,734.39	34,037.87	34,306.37	27,485.07	32,568.08	32,836.58	26,235.75	31,098.29	31,366.79	24,986.43	29,628.50
1,800,000	28,886.88	34,218.57	34,488.57	27,630.93	32,740.98	33,010.98	26,374.98	31,263.39	31,533.39	25,119.03	29,785.80
1,810,000	29,039.37	34,399.27	34,670.77	27,776.79	32,913.88	33,185.38	26,514.21	31,428.49	31,699.99	25,251.63	29,943.10
1,820,000	29,191.86	34,579.97	34,852.97	27,922.65	33,086.78	33,359.78	26,653.44	31,593.59	31,866.59	25,384.23	30,100.40
1,830,000	29,344.35	34,760.67	35,035.17	28,068.51	33,259.68	33,534.18	26,792.67	31,758.69	32,033.19	25,516.83	30,257.70
1,840,000	29,496.84	34,941.37	35,217.37	28,214.37	33,432.58	33,708.58	26,931.90	31,923.79	32,199.79	25,649.43	30,415.00
1,850,000	29,649.33	35,122.07	35,399.57	28,360.23	33,605.48	33,882.98	27,071.13	32,088.89	32,366.39	25,782.03	30,572.30
1,860,000	29,801.82	35,302.77	35,581.77	28,506.09	33,778.38	34,057.38	27,210.36	32,253.99	32,532.99	25,914.63	30,729.60
1,870,000	29,954.31	35,483.47	35,763.97	28,651.95	33,951.28	34,231.78	27,349.59	32,419.09	32,699.59	26,047.23	30,886.90
1,880,000	30,106.80	35,664.17	35,946.17	28,797.81	34,124.18	34,406.18	27,488.82	32,584.19	32,866.19	26,179.83	31,044.20
1,890,000	30,259.29	35,844.87	36,128.37	28,943.67	34,297.08	34,580.58	27,628.05	32,749.29	33,032.79	26,312.43	31,201.50
1,900,000	30,411.78	36,025.57	36,310.57	29,089.53	34,469.98	34,754.98	27,767.28	32,914.39	33,199.39	26,445.03	31,358.80
1,910,000	30,564.27	36,206.27	36,492.77	29,235.39	34,642.88	34,929.38	27,906.51	33,079.49	33,365.99	26,577.63	31,516.10
1,920,000	30,716.76	36,386.97	36,674.97	29,381.25	34,815.78	35,103.78	28,045.74	33,244.59	33,532.59	26,710.23	31,673.40
1,930,000	30,869.25	36,567.67	36,857.17	29,527.11	34,988.68	35,278.18	28,184.97	33,409.69	33,699.19	26,842.83	31,830.70
1,940,000	31,021.74	36,748.37	37,039.37	29,672.97	35,161.58	35,452.58	28,324.20	33,574.79	33,865.79	26,975.43	31,988.00
1,950,000	31,174.23	36,929.07	37,221.57	29,818.83	35,334.48	35,626.98	28,463.43	33,739.89	34,032.39	27,108.03	32,145.30
1,960,000	31,326.72	37,109.77	37,403.77	29,964.69	35,507.38	35,801.38	28,602.66	33,904.99	34,198.99	27,240.63	32,302.60
1,970,000	31,479.21	37,290.47	37,585.97	30,110.55	35,680.28	35,975.78	28,741.89	34,070.09	34,365.59	27,373.23	32,459.90
1,980,000	31,631.70	37,471.17	37,768.17	30,256.41	35,853.18	36,150.18	28,881.12	34,235.19	34,532.19	27,505.83	32,617.20
1,990,000	31,784.19	37,651.87	37,950.37	30,402.27	36,026.08	36,324.58	29,020.35	34,400.29	34,698.79	27,638.43	32,774.50
2,000,000	31,936.68	37,832.57	38,132.57	30,548.13	36,198.98	36,498.98	29,159.58	34,565.39	34,865.39	27,771.03	32,931.80

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces: P. C. Fee	Permit R- Occup.
2,010,000	32,089.17	38,013.27	38,314.77	30,693.99	36,371.88	36,673.38	29,298.81	34,730.49	35,031.99	27,903.63	33,089.10
2,020,000	32,241.66	38,193.97	38,496.97	30,839.85	36,544.78	36,847.78	29,438.04	34,895.59	35,198.59	28,036.23	33,246.40
2,030,000	32,394.15	38,374.67	38,679.17	30,985.71	36,717.68	37,022.18	29,577.27	35,060.69	35,365.19	28,168.83	33,403.70
2,040,000	32,546.64	38,555.37	38,861.37	31,131.57	36,890.58	37,196.58	29,716.50	35,225.79	35,531.79	28,301.43	33,561.00
2,050,000	32,699.13	38,736.07	39,043.57	31,277.43	37,063.48	37,370.98	29,855.73	35,390.89	35,698.39	28,434.03	33,718.30
2,060,000	32,851.62	38,916.77	39,225.77	31,423.29	37,236.38	37,545.38	29,994.96	35,555.99	35,864.99	28,566.63	33,875.60
2,070,000	33,004.11	39,097.47	39,407.97	31,569.15	37,409.28	37,719.78	30,134.19	35,721.09	36,031.59	28,699.23	34,032.90
2,080,000	33,156.60	39,278.17	39,590.17	31,715.01	37,582.18	37,894.18	30,273.42	35,886.19	36,198.19	28,831.83	34,190.20
2,090,000	33,309.09	39,458.87	39,772.37	31,860.87	37,755.08	38,068.58	30,412.65	36,051.29	36,364.79	28,964.43	34,347.50
2,100,000	33,461.58	39,639.57	39,954.57	32,006.73	37,927.98	38,242.98	30,551.88	36,216.39	36,531.39	29,097.03	34,504.80
2,110,000	33,614.07	39,820.27	40,136.77	32,152.59	38,100.88	38,417.38	30,691.11	36,381.49	36,697.99	29,229.63	34,662.10
2,120,000	33,766.56	40,000.97	40,318.97	32,298.45	38,273.78	38,591.78	30,830.34	36,546.59	36,864.59	29,362.23	34,819.40
2,130,000	33,919.05	40,181.67	40,501.17	32,444.31	38,446.68	38,766.18	30,969.57	36,711.69	37,031.19	29,494.83	34,976.70
2,140,000	34,071.54	40,362.37	40,683.37	32,590.17	38,619.58	38,940.58	31,108.80	36,876.79	37,197.79	29,627.43	35,134.00
2,150,000	34,224.03	40,543.07	40,865.57	32,736.03	38,792.48	39,114.98	31,248.03	37,041.89	37,364.39	29,760.03	35,291.30
2,160,000	34,376.52	40,723.77	41,047.77	32,881.89	38,965.38	39,289.38	31,387.26	37,206.99	37,530.99	29,892.63	35,448.60
2,170,000	34,529.01	40,904.47	41,229.97	33,027.75	39,138.28	39,463.78	31,526.49	37,372.09	37,697.59	30,025.23	35,605.90
2,180,000	34,681.50	41,085.17	41,412.17	33,173.61	39,311.18	39,638.18	31,665.72	37,537.19	37,864.19	30,157.83	35,763.20
2,190,000	34,833.99	41,265.87	41,594.37	33,319.47	39,484.08	39,812.58	31,804.95	37,702.29	38,030.79	30,290.43	35,920.50
2,200,000	34,986.48	41,446.57	41,776.57	33,465.33	39,656.98	39,986.98	31,944.18	37,867.39	38,197.39	30,423.03	36,077.80
2,210,000	35,138.97	41,627.27	41,958.77	33,611.19	39,829.88	40,161.38	32,083.41	38,032.49	38,363.99	30,555.63	36,235.10
2,220,000	35,291.46	41,807.97	42,140.97	33,757.05	40,002.78	40,335.78	32,222.64	38,197.59	38,530.59	30,688.23	36,392.40
2,230,000	35,443.95	41,988.67	42,323.17	33,902.91	40,175.68	40,510.18	32,361.87	38,362.69	38,697.19	30,820.83	36,549.70
2,240,000	35,596.44	42,169.37	42,505.37	34,048.77	40,348.58	40,684.58	32,501.10	38,527.79	38,863.79	30,953.43	36,707.00
2,250,000	35,748.93	42,350.07	42,687.57	34,194.63	40,521.48	40,858.98	32,640.33	38,692.89	39,030.39	31,086.03	36,864.30
2,260,000	35,901.42	42,530.77	42,869.77	34,340.49	40,694.38	41,033.38	32,779.56	38,857.99	39,196.99	31,218.63	37,021.60
2,270,000	36,053.91	42,711.47	43,051.97	34,486.35	40,867.28	41,207.78	32,918.79	39,023.09	39,363.59	31,351.23	37,178.90
2,280,000	36,206.40	42,892.17	43,234.17	34,632.21	41,040.18	41,382.18	33,058.02	39,188.19	39,530.19	31,483.83	37,336.20
2,290,000	36,358.89	43,072.87	43,416.37	34,778.07	41,213.08	41,556.58	33,197.25	39,353.29	39,696.79	31,616.43	37,493.50
2,300,000	36,511.38	43,253.57	43,598.57	34,923.93	41,385.98	41,730.98	33,336.48	39,518.39	39,863.39	31,749.03	37,650.80
2,310,000	36,663.87	43,434.27	43,780.77	35,069.79	41,558.88	41,905.38	33,475.71	39,683.49	40,029.99	31,881.63	37,808.10
2,320,000	36,816.36	43,614.97	43,962.97	35,215.65	41,731.78	42,079.78	33,614.94	39,848.59	40,196.59	32,014.23	37,965.40
2,330,000	36,968.85	43,795.67	44,145.17	35,361.51	41,904.68	42,254.18	33,754.17	40,013.69	40,363.19	32,146.83	38,122.70
2,340,000	37,121.34	43,976.37	44,327.37	35,507.37	42,077.58	42,428.58	33,893.40	40,178.79	40,529.79	32,279.43	38,280.00
2,350,000	37,273.83	44,157.07	44,509.57	35,653.23	42,250.48	42,602.98	34,032.63	40,343.89	40,696.39	32,412.03	38,437.30

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
2,360,000	37,426.32	44,337.77	44,691.77	35,799.09	42,423.38	42,777.38	34,171.86	40,508.99	40,862.99	32,544.63	38,594.60
2,370,000	37,578.81	44,518.47	44,873.97	35,944.95	42,596.28	42,951.78	34,311.09	40,674.09	41,029.59	32,677.23	38,751.90
2,380,000	37,731.30	44,699.17	45,056.17	36,090.81	42,769.18	43,126.18	34,450.32	40,839.19	41,196.19	32,809.83	38,909.20
2,390,000	37,883.79	44,879.87	45,238.37	36,236.67	42,942.08	43,300.58	34,589.55	41,004.29	41,362.79	32,942.43	39,066.50
2,400,000	38,036.28	45,060.57	45,420.57	36,382.53	43,114.98	43,474.98	34,728.78	41,169.39	41,529.39	33,075.03	39,223.80
2,410,000	38,188.77	45,241.27	45,602.77	36,528.39	43,287.88	43,649.38	34,868.01	41,334.49	41,695.99	33,207.63	39,381.10
2,420,000	38,341.26	45,421.97	45,784.97	36,674.25	43,460.78	43,823.78	35,007.24	41,499.59	41,862.59	33,340.23	39,538.40
2,430,000	38,493.75	45,602.67	45,967.17	36,820.11	43,633.68	43,998.18	35,146.47	41,664.69	42,029.19	33,472.83	39,695.70
2,440,000	38,646.24	45,783.37	46,149.37	36,965.97	43,806.58	44,172.58	35,285.70	41,829.79	42,195.79	33,605.43	39,853.00
2,450,000	38,798.73	45,964.07	46,331.57	37,111.83	43,979.48	44,346.98	35,424.93	41,994.89	42,362.39	33,738.03	40,010.30
2,460,000	38,951.22	46,144.77	46,513.77	37,257.69	44,152.38	44,521.38	35,564.16	42,159.99	42,528.99	33,870.63	40,167.60
2,470,000	39,103.71	46,325.47	46,695.97	37,403.55	44,325.28	44,695.78	35,703.39	42,325.09	42,695.59	34,003.23	40,324.90
2,480,000	39,256.20	46,506.17	46,878.17	37,549.41	44,498.18	44,870.18	35,842.62	42,490.19	42,862.19	34,135.83	40,482.20
2,490,000	39,408.69	46,686.87	47,060.37	37,695.27	44,671.08	45,044.58	35,981.85	42,655.29	43,028.79	34,268.43	40,639.50
2,500,000	39,561.18	46,867.57	47,242.57	37,841.13	44,843.98	45,218.98	36,121.08	42,820.39	43,195.39	34,401.03	40,796.80
2,510,000	39,713.67	47,048.27	47,424.77	37,986.99	45,016.88	45,393.38	36,260.31	42,985.49	43,361.99	34,533.63	40,954.10
2,520,000	39,866.16	47,228.97	47,606.97	38,132.85	45,189.78	45,567.78	36,399.54	43,150.59	43,528.59	34,666.23	41,111.40
2,530,000	40,018.65	47,409.67	47,789.17	38,278.71	45,362.68	45,742.18	36,538.77	43,315.69	43,695.19	34,798.83	41,268.70
2,540,000	40,171.14	47,590.37	47,971.37	38,424.57	45,535.58	45,916.58	36,678.00	43,480.79	43,861.79	34,931.43	41,426.00
2,550,000	40,323.63	47,771.07	48,153.57	38,570.43	45,708.48	46,090.98	36,817.23	43,645.89	44,028.39	35,064.03	41,583.30
2,560,000	40,476.12	47,951.77	48,335.77	38,716.29	45,881.38	46,265.38	36,956.46	43,810.99	44,194.99	35,196.63	41,740.60
2,570,000	40,628.61	48,132.47	48,517.97	38,862.15	46,054.28	46,439.78	37,095.69	43,976.09	44,361.59	35,329.23	41,897.90
2,580,000	40,781.10	48,313.17	48,700.17	39,008.01	46,227.18	46,614.18	37,234.92	44,141.19	44,528.19	35,461.83	42,055.20
2,590,000	40,933.59	48,493.87	48,882.37	39,153.87	46,400.08	46,788.58	37,374.15	44,306.29	44,694.79	35,594.43	42,212.50
2,600,000	41,086.08	48,674.57	49,064.57	39,299.73	46,572.98	46,962.98	37,513.38	44,471.39	44,861.39	35,727.03	42,369.80
2,610,000	41,238.57	48,855.27	49,246.77	39,445.59	46,745.88	47,137.38	37,652.61	44,636.49	45,027.99	35,859.63	42,527.10
2,620,000	41,391.06	49,035.97	49,428.97	39,591.45	46,918.78	47,311.78	37,791.84	44,801.59	45,194.59	35,992.23	42,684.40
2,630,000	41,543.55	49,216.67	49,611.17	39,737.31	47,091.68	47,486.18	37,931.07	44,966.69	45,361.19	36,124.83	42,841.70
2,640,000	41,696.04	49,397.37	49,793.37	39,883.17	47,264.58	47,660.58	38,070.30	45,131.79	45,527.79	36,257.43	42,999.00
2,650,000	41,848.53	49,578.07	49,975.57	40,029.03	47,437.48	47,834.98	38,209.53	45,296.89	45,694.39	36,390.03	43,156.30
2,660,000	42,001.02	49,758.77	50,157.77	40,174.89	47,610.38	48,009.38	38,348.76	45,461.99	45,860.99	36,522.63	43,313.60
2,670,000	42,153.51	49,939.47	50,339.97	40,320.75	47,783.28	48,183.78	38,487.99	45,627.09	46,027.59	36,655.23	43,470.90
2,680,000	42,306.00	50,120.17	50,522.17	40,466.61	47,956.18	48,358.18	38,627.22	45,792.19	46,194.19	36,787.83	43,628.20
2,690,000	42,458.49	50,300.87	50,704.37	40,612.47	48,129.08	48,532.58	38,766.45	45,957.29	46,360.79	36,920.43	43,785.50
2,700,000	42,610.98	50,481.57	50,886.57	40,758.33	48,301.98	48,706.98	38,905.68	46,122.39	46,527.39	37,053.03	43,942.80

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
2,710,000	42,763.47	50,662.27	51,068.77	40,904.19	48,474.88	48,881.38	39,044.91	46,287.49	46,693.99	37,185.63	44,100.10
2,720,000	42,915.96	50,842.97	51,250.97	41,050.05	48,647.78	49,055.78	39,184.14	46,452.59	46,860.59	37,318.23	44,257.40
2,730,000	43,068.45	51,023.67	51,433.17	41,195.91	48,820.68	49,230.18	39,323.37	46,617.69	47,027.19	37,450.83	44,414.70
2,740,000	43,220.94	51,204.37	51,615.37	41,341.77	48,993.58	49,404.58	39,462.60	46,782.79	47,193.79	37,583.43	44,572.00
2,750,000	43,373.43	51,385.07	51,797.57	41,487.63	49,166.48	49,578.98	39,601.83	46,947.89	47,360.39	37,716.03	44,729.30
2,760,000	43,525.92	51,565.77	51,979.77	41,633.49	49,339.38	49,753.38	39,741.06	47,112.99	47,526.99	37,848.63	44,886.60
2,770,000	43,678.41	51,746.47	52,161.97	41,779.35	49,512.28	49,927.78	39,880.29	47,278.09	47,693.59	37,981.23	45,043.90
2,780,000	43,830.90	51,927.17	52,344.17	41,925.21	49,685.18	50,102.18	40,019.52	47,443.19	47,860.19	38,113.83	45,201.20
2,790,000	43,983.39	52,107.87	52,526.37	42,071.07	49,858.08	50,276.58	40,158.75	47,608.29	48,026.79	38,246.43	45,358.50
2,800,000	44,135.88	52,288.57	52,708.57	42,216.93	50,030.98	50,450.98	40,297.98	47,773.39	48,193.39	38,379.03	45,515.80
2,810,000	44,288.37	52,469.27	52,890.77	42,362.79	50,203.88	50,625.38	40,437.21	47,938.49	48,359.99	38,511.63	45,673.10
2,820,000	44,440.86	52,649.97	53,072.97	42,508.65	50,376.78	50,799.78	40,576.44	48,103.59	48,526.59	38,644.23	45,830.40
2,830,000	44,593.35	52,830.67	53,255.17	42,654.51	50,549.68	50,974.18	40,715.67	48,268.69	48,693.19	38,776.83	45,987.70
2,840,000	44,745.84	53,011.37	53,437.37	42,800.37	50,722.58	51,148.58	40,854.90	48,433.79	48,859.79	38,909.43	46,145.00
2,850,000	44,898.33	53,192.07	53,619.57	42,946.23	50,895.48	51,322.98	40,994.13	48,598.89	49,026.39	39,042.03	46,302.30
2,860,000	45,050.82	53,372.77	53,801.77	43,092.09	51,068.38	51,497.38	41,133.36	48,763.99	49,192.99	39,174.63	46,459.60
2,870,000	45,203.31	53,553.47	53,983.97	43,237.95	51,241.28	51,671.78	41,272.59	48,929.09	49,359.59	39,307.23	46,616.90
2,880,000	45,355.80	53,734.17	54,166.17	43,383.81	51,414.18	51,846.18	41,411.82	49,094.19	49,526.19	39,439.83	46,774.20
2,890,000	45,508.29	53,914.87	54,348.37	43,529.67	51,587.08	52,020.58	41,551.05	49,259.29	49,692.79	39,572.43	46,931.50
2,900,000	45,660.78	54,095.57	54,530.57	43,675.53	51,759.98	52,194.98	41,690.28	49,424.39	49,859.39	39,705.03	47,088.80
2,910,000	45,813.27	54,276.27	54,712.77	43,821.39	51,932.88	52,369.38	41,829.51	49,589.49	50,025.99	39,837.63	47,246.10
2,920,000	45,965.76	54,456.97	54,894.97	43,967.25	52,105.78	52,543.78	41,968.74	49,754.59	50,192.59	39,970.23	47,403.40
2,930,000	46,118.25	54,637.67	55,077.17	44,113.11	52,278.68	52,718.18	42,107.97	49,919.69	50,359.19	40,102.83	47,560.70
2,940,000	46,270.74	54,818.37	55,259.37	44,258.97	52,451.58	52,892.58	42,247.20	50,084.79	50,525.79	40,235.43	47,718.00
2,950,000	46,423.23	54,999.07	55,441.57	44,404.83	52,624.48	53,066.98	42,386.43	50,249.89	50,692.39	40,368.03	47,875.30
2,960,000	46,575.72	55,179.77	55,623.77	44,550.69	52,797.38	53,241.38	42,525.66	50,414.99	50,858.99	40,500.63	48,032.60
2,970,000	46,728.21	55,360.47	55,805.97	44,696.55	52,970.28	53,415.78	42,664.89	50,580.09	51,025.59	40,633.23	48,189.90
2,980,000	46,880.70	55,541.17	55,988.17	44,842.41	53,143.18	53,590.18	42,804.12	50,745.19	51,192.19	40,765.83	48,347.20
2,990,000	47,033.19	55,721.87	56,170.37	44,988.27	53,316.08	53,764.58	42,943.35	50,910.29	51,358.79	40,898.43	48,504.50
3,000,000	47,185.68	55,902.57	56,352.57	45,134.13	53,488.98	53,938.98	43,082.58	51,075.39	51,525.39	41,031.03	48,661.80
3,010,000	47,338.17	56,083.27	56,534.77	45,279.99	53,661.88	54,113.38	43,221.81	51,240.49	51,691.99	41,163.63	48,819.10
3,020,000	47,490.66	56,263.97	56,716.97	45,425.85	53,834.78	54,287.78	43,361.04	51,405.59	51,858.59	41,296.23	48,976.40
3,030,000	47,643.15	56,444.67	56,899.17	45,571.71	54,007.68	54,462.18	43,500.27	51,570.69	52,025.19	41,428.83	49,133.70
3,040,000	47,795.64	56,625.37	57,081.37	45,717.57	54,180.58	54,636.58	43,639.50	51,735.79	52,191.79	41,561.43	49,291.00
3,050,000	47,948.13	56,806.07	57,263.57	45,863.43	54,353.48	54,810.98	43,778.73	51,900.89	52,358.39	41,694.03	49,448.30

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
3,060,000	48,100.62	56,986.77	57,445.77	46,009.29	54,526.38	54,985.38	43,917.96	52,065.99	52,524.99	41,826.63	49,605.60
3,070,000	48,253.11	57,167.47	57,627.97	46,155.15	54,699.28	55,159.78	44,057.19	52,231.09	52,691.59	41,959.23	49,762.90
3,080,000	48,405.60	57,348.17	57,810.17	46,301.01	54,872.18	55,334.18	44,196.42	52,396.19	52,858.19	42,091.83	49,920.20
3,090,000	48,558.09	57,528.87	57,992.37	46,446.87	55,045.08	55,508.58	44,335.65	52,561.29	53,024.79	42,224.43	50,077.50
3,100,000	48,710.58	57,709.57	58,174.57	46,592.73	55,217.98	55,682.98	44,474.88	52,726.39	53,191.39	42,357.03	50,234.80
3,110,000	48,863.07	57,890.27	58,356.77	46,738.59	55,390.88	55,857.38	44,614.11	52,891.49	53,357.99	42,489.63	50,392.10
3,120,000	49,015.56	58,070.97	58,538.97	46,884.45	55,563.78	56,031.78	44,753.34	53,056.59	53,524.59	42,622.23	50,549.40
3,130,000	49,168.05	58,251.67	58,721.17	47,030.31	55,736.68	56,206.18	44,892.57	53,221.69	53,691.19	42,754.83	50,706.70
3,140,000	49,320.54	58,432.37	58,903.37	47,176.17	55,909.58	56,380.58	45,031.80	53,386.79	53,857.79	42,887.43	50,864.00
3,150,000	49,473.03	58,613.07	59,085.57	47,322.03	56,082.48	56,554.98	45,171.03	53,551.89	54,024.39	43,020.03	51,021.30
3,160,000	49,625.52	58,793.77	59,267.77	47,467.89	56,255.38	56,729.38	45,310.26	53,716.99	54,190.99	43,152.63	51,178.60
3,170,000	49,778.01	58,974.47	59,449.97	47,613.75	56,428.28	56,903.78	45,449.49	53,882.09	54,357.59	43,285.23	51,335.90
3,180,000	49,930.50	59,155.17	59,632.17	47,759.61	56,601.18	57,078.18	45,588.72	54,047.19	54,524.19	43,417.83	51,493.20
3,190,000	50,082.99	59,335.87	59,814.37	47,905.47	56,774.08	57,252.58	45,727.95	54,212.29	54,690.79	43,550.43	51,650.50
3,200,000	50,235.48	59,516.57	59,996.57	48,051.33	56,946.98	57,426.98	45,867.18	54,377.39	54,857.39	43,683.03	51,807.80
3,210,000	50,387.97	59,697.27	60,178.77	48,197.19	57,119.88	57,601.38	46,006.41	54,542.49	55,023.99	43,815.63	51,965.10
3,220,000	50,540.46	59,877.97	60,360.97	48,343.05	57,292.78	57,775.78	46,145.64	54,707.59	55,190.59	43,948.23	52,122.40
3,230,000	50,692.95	60,058.67	60,543.17	48,488.91	57,465.68	57,950.18	46,284.87	54,872.69	55,357.19	44,080.83	52,279.70
3,240,000	50,845.44	60,239.37	60,725.37	48,634.77	57,638.58	58,124.58	46,424.10	55,037.79	55,523.79	44,213.43	52,437.00
3,250,000	50,997.93	60,420.07	60,907.57	48,780.63	57,811.48	58,298.98	46,563.33	55,202.89	55,690.39	44,346.03	52,594.30
3,260,000	51,150.42	60,600.77	61,089.77	48,926.49	57,984.38	58,473.38	46,702.56	55,367.99	55,856.99	44,478.63	52,751.60
3,270,000	51,302.91	60,781.47	61,271.97	49,072.35	58,157.28	58,647.78	46,841.79	55,533.09	56,023.59	44,611.23	52,908.90
3,280,000	51,455.40	60,962.17	61,454.17	49,218.21	58,330.18	58,822.18	46,981.02	55,698.19	56,190.19	44,743.83	53,066.20
3,290,000	51,607.89	61,142.87	61,636.37	49,364.07	58,503.08	58,996.58	47,120.25	55,863.29	56,356.79	44,876.43	53,223.50
3,300,000	51,760.38	61,323.57	61,818.57	49,509.93	58,675.98	59,170.98	47,259.48	56,028.39	56,523.39	45,009.03	53,380.80
3,310,000	51,912.87	61,504.27	62,000.77	49,655.79	58,848.88	59,345.38	47,398.71	56,193.49	56,689.99	45,141.63	53,538.10
3,320,000	52,065.36	61,684.97	62,182.97	49,801.65	59,021.78	59,519.78	47,537.94	56,358.59	56,856.59	45,274.23	53,695.40
3,330,000	52,217.85	61,865.67	62,365.17	49,947.51	59,194.68	59,694.18	47,677.17	56,523.69	57,023.19	45,406.83	53,852.70
3,340,000	52,370.34	62,046.37	62,547.37	50,093.37	59,367.58	59,868.58	47,816.40	56,688.79	57,189.79	45,539.43	54,010.00
3,350,000	52,522.83	62,227.07	62,729.57	50,239.23	59,540.48	60,042.98	47,955.63	56,853.89	57,356.39	45,672.03	54,167.30
3,360,000	52,675.32	62,407.77	62,911.77	50,385.09	59,713.38	60,217.38	48,094.86	57,018.99	57,522.99	45,804.63	54,324.60
3,370,000	52,827.81	62,588.47	63,093.97	50,530.95	59,886.28	60,391.78	48,234.09	57,184.09	57,689.59	45,937.23	54,481.90
3,380,000	52,980.30	62,769.17	63,276.17	50,676.81	60,059.18	60,566.18	48,373.32	57,349.19	57,856.19	46,069.83	54,639.20
3,390,000	53,132.79	62,949.87	63,458.37	50,822.67	60,232.08	60,740.58	48,512.55	57,514.29	58,022.79	46,202.43	54,796.50
3,400,000	53,285.28	63,130.57	63,640.57	50,968.53	60,404.98	60,914.98	48,651.78	57,679.39	58,189.39	46,335.03	54,953.80

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
3,410,000	53,437.77	63,311.27	63,822.77	51,114.39	60,577.88	61,089.38	48,791.01	57,844.49	58,355.99	46,467.63	55,111.10
3,420,000	53,590.26	63,491.97	64,004.97	51,260.25	60,750.78	61,263.78	48,930.24	58,009.59	58,522.59	46,600.23	55,268.40
3,430,000	53,742.75	63,672.67	64,187.17	51,406.11	60,923.68	61,438.18	49,069.47	58,174.69	58,689.19	46,732.83	55,425.70
3,440,000	53,895.24	63,853.37	64,369.37	51,551.97	61,096.58	61,612.58	49,208.70	58,339.79	58,855.79	46,865.43	55,583.00
3,450,000	54,047.73	64,034.07	64,551.57	51,697.83	61,269.48	61,786.98	49,347.93	58,504.89	59,022.39	46,998.03	55,740.30
3,460,000	54,200.22	64,214.77	64,733.77	51,843.69	61,442.38	61,961.38	49,487.16	58,669.99	59,188.99	47,130.63	55,897.60
3,470,000	54,352.71	64,395.47	64,915.97	51,989.55	61,615.28	62,135.78	49,626.39	58,835.09	59,355.59	47,263.23	56,054.90
3,480,000	54,505.20	64,576.17	65,098.17	52,135.41	61,788.18	62,310.18	49,765.62	59,000.19	59,522.19	47,395.83	56,212.20
3,490,000	54,657.69	64,756.87	65,280.37	52,281.27	61,961.08	62,484.58	49,904.85	59,165.29	59,688.79	47,528.43	56,369.50
3,500,000	54,810.18	64,937.57	65,462.57	52,427.13	62,133.98	62,658.98	50,044.08	59,330.39	59,855.39	47,661.03	56,526.80
3,510,000	54,962.67	65,118.27	65,644.77	52,572.99	62,306.88	62,833.38	50,183.31	59,495.49	60,021.99	47,793.63	56,684.10
3,520,000	55,115.16	65,298.97	65,826.97	52,718.85	62,479.78	63,007.78	50,322.54	59,660.59	60,188.59	47,926.23	56,841.40
3,530,000	55,267.65	65,479.67	66,009.17	52,864.71	62,652.68	63,182.18	50,461.77	59,825.69	60,355.19	48,058.83	56,998.70
3,540,000	55,420.14	65,660.37	66,191.37	53,010.57	62,825.58	63,356.58	50,601.00	59,990.79	60,521.79	48,191.43	57,156.00
3,550,000	55,572.63	65,841.07	66,373.57	53,156.43	62,998.48	63,530.98	50,740.23	60,155.89	60,688.39	48,324.03	57,313.30
3,560,000	55,725.12	66,021.77	66,555.77	53,302.29	63,171.38	63,705.38	50,879.46	60,320.99	60,854.99	48,456.63	57,470.60
3,570,000	55,877.61	66,202.47	66,737.97	53,448.15	63,344.28	63,879.78	51,018.69	60,486.09	61,021.59	48,589.23	57,627.90
3,580,000	56,030.10	66,383.17	66,920.17	53,594.01	63,517.18	64,054.18	51,157.92	60,651.19	61,188.19	48,721.83	57,785.20
3,590,000	56,182.59	66,563.87	67,102.37	53,739.87	63,690.08	64,228.58	51,297.15	60,816.29	61,354.79	48,854.43	57,942.50
3,600,000	56,335.08	66,744.57	67,284.57	53,885.73	63,862.98	64,402.98	51,436.38	60,981.39	61,521.39	48,987.03	58,099.80
3,610,000	56,487.57	66,925.27	67,466.77	54,031.59	64,035.88	64,577.38	51,575.61	61,146.49	61,687.99	49,119.63	58,257.10
3,620,000	56,640.06	67,105.97	67,648.97	54,177.45	64,208.78	64,751.78	51,714.84	61,311.59	61,854.59	49,252.23	58,414.40
3,630,000	56,792.55	67,286.67	67,831.17	54,323.31	64,381.68	64,926.18	51,854.07	61,476.69	62,021.19	49,384.83	58,571.70
3,640,000	56,945.04	67,467.37	68,013.37	54,469.17	64,554.58	65,100.58	51,993.30	61,641.79	62,187.79	49,517.43	58,729.00
3,650,000	57,097.53	67,648.07	68,195.57	54,615.03	64,727.48	65,274.98	52,132.53	61,806.89	62,354.39	49,650.03	58,886.30
3,660,000	57,250.02	67,828.77	68,377.77	54,760.89	64,900.38	65,449.38	52,271.76	61,971.99	62,520.99	49,782.63	59,043.60
3,670,000	57,402.51	68,009.47	68,559.97	54,906.75	65,073.28	65,623.78	52,410.99	62,137.09	62,687.59	49,915.23	59,200.90
3,680,000	57,555.00	68,190.17	68,742.17	55,052.61	65,246.18	65,798.18	52,550.22	62,302.19	62,854.19	50,047.83	59,358.20
3,690,000	57,707.49	68,370.87	68,924.37	55,198.47	65,419.08	65,972.58	52,689.45	62,467.29	63,020.79	50,180.43	59,515.50
3,700,000	57,859.98	68,551.57	69,106.57	55,344.33	65,591.98	66,146.98	52,828.68	62,632.39	63,187.39	50,313.03	59,672.80
3,710,000	58,012.47	68,732.27	69,288.77	55,490.19	65,764.88	66,321.38	52,967.91	62,797.49	63,353.99	50,445.63	59,830.10
3,720,000	58,164.96	68,912.97	69,470.97	55,636.05	65,937.78	66,495.78	53,107.14	62,962.59	63,520.59	50,578.23	59,987.40
3,730,000	58,317.45	69,093.67	69,653.17	55,781.91	66,110.68	66,670.18	53,246.37	63,127.69	63,687.19	50,710.83	60,144.70
3,740,000	58,469.94	69,274.37	69,835.37	55,927.77	66,283.58	66,844.58	53,385.60	63,292.79	63,853.79	50,843.43	60,302.00
3,750,000	58,622.43	69,455.07	70,017.57	56,073.63	66,456.48	67,018.98	53,524.83	63,457.89	64,020.39	50,976.03	60,459.30

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
3,760,000	58,774.92	69,635.77	70,199.77	56,219.49	66,629.38	67,193.38	53,664.06	63,622.99	64,186.99	51,108.63	60,616.60
3,770,000	58,927.41	69,816.47	70,381.97	56,365.35	66,802.28	67,367.78	53,803.29	63,788.09	64,353.59	51,241.23	60,773.90
3,780,000	59,079.90	69,997.17	70,564.17	56,511.21	66,975.18	67,542.18	53,942.52	63,953.19	64,520.19	51,373.83	60,931.20
3,790,000	59,232.39	70,177.87	70,746.37	56,657.07	67,148.08	67,716.58	54,081.75	64,118.29	64,686.79	51,506.43	61,088.50
3,800,000	59,384.88	70,358.57	70,928.57	56,802.93	67,320.98	67,890.98	54,220.98	64,283.39	64,853.39	51,639.03	61,245.80
3,810,000	59,537.37	70,539.27	71,110.77	56,948.79	67,493.88	68,065.38	54,360.21	64,448.49	65,019.99	51,771.63	61,403.10
3,820,000	59,689.86	70,719.97	71,292.97	57,094.65	67,666.78	68,239.78	54,499.44	64,613.59	65,186.59	51,904.23	61,560.40
3,830,000	59,842.35	70,900.67	71,475.17	57,240.51	67,839.68	68,414.18	54,638.67	64,778.69	65,353.19	52,036.83	61,717.70
3,840,000	59,994.84	71,081.37	71,657.37	57,386.37	68,012.58	68,588.58	54,777.90	64,943.79	65,519.79	52,169.43	61,875.00
3,850,000	60,147.33	71,262.07	71,839.57	57,532.23	68,185.48	68,762.98	54,917.13	65,108.89	65,686.39	52,302.03	62,032.30
3,860,000	60,299.82	71,442.77	72,021.77	57,678.09	68,358.38	68,937.38	55,056.36	65,273.99	65,852.99	52,434.63	62,189.60
3,870,000	60,452.31	71,623.47	72,203.97	57,823.95	68,531.28	69,111.78	55,195.59	65,439.09	66,019.59	52,567.23	62,346.90
3,880,000	60,604.80	71,804.17	72,386.17	57,969.81	68,704.18	69,286.18	55,334.82	65,604.19	66,186.19	52,699.83	62,504.20
3,890,000	60,757.29	71,984.87	72,568.37	58,115.67	68,877.08	69,460.58	55,474.05	65,769.29	66,352.79	52,832.43	62,661.50
3,900,000	60,909.78	72,165.57	72,750.57	58,261.53	69,049.98	69,634.98	55,613.28	65,934.39	66,519.39	52,965.03	62,818.80
3,910,000	61,062.27	72,346.27	72,932.77	58,407.39	69,222.88	69,809.38	55,752.51	66,099.49	66,685.99	53,097.63	62,976.10
3,920,000	61,214.76	72,526.97	73,114.97	58,553.25	69,395.78	69,983.78	55,891.74	66,264.59	66,852.59	53,230.23	63,133.40
3,930,000	61,367.25	72,707.67	73,297.17	58,699.11	69,568.68	70,158.18	56,030.97	66,429.69	67,019.19	53,362.83	63,290.70
3,940,000	61,519.74	72,888.37	73,479.37	58,844.97	69,741.58	70,332.58	56,170.20	66,594.79	67,185.79	53,495.43	63,448.00
3,950,000	61,672.23	73,069.07	73,661.57	58,990.83	69,914.48	70,506.98	56,309.43	66,759.89	67,352.39	53,628.03	63,605.30
3,960,000	61,824.72	73,249.77	73,843.77	59,136.69	70,087.38	70,681.38	56,448.66	66,924.99	67,518.99	53,760.63	63,762.60
3,970,000	61,977.21	73,430.47	74,025.97	59,282.55	70,260.28	70,855.78	56,587.89	67,090.09	67,685.59	53,893.23	63,919.90
3,980,000	62,129.70	73,611.17	74,208.17	59,428.41	70,433.18	71,030.18	56,727.12	67,255.19	67,852.19	54,025.83	64,077.20
3,990,000	62,282.19	73,791.87	74,390.37	59,574.27	70,606.08	71,204.58	56,866.35	67,420.29	68,018.79	54,158.43	64,234.50
4,000,000	62,434.68	73,972.57	74,572.57	59,720.13	70,778.98	71,378.98	57,005.58	67,585.39	68,185.39	54,291.03	64,391.80
4,010,000	62,587.17	74,153.27	74,754.77	59,865.99	70,951.88	71,553.38	57,144.81	67,750.49	68,351.99	54,423.63	64,549.10
4,020,000	62,739.66	74,333.97	74,936.97	60,011.85	71,124.78	71,727.78	57,284.04	67,915.59	68,518.59	54,556.23	64,706.40
4,030,000	62,892.15	74,514.67	75,119.17	60,157.71	71,297.68	71,902.18	57,423.27	68,080.69	68,685.19	54,688.83	64,863.70
4,040,000	63,044.64	74,695.37	75,301.37	60,303.57	71,470.58	72,076.58	57,562.50	68,245.79	68,851.79	54,821.43	65,021.00
4,050,000	63,197.13	74,876.07	75,483.57	60,449.43	71,643.48	72,250.98	57,701.73	68,410.89	69,018.39	54,954.03	65,178.30
4,060,000	63,349.62	75,056.77	75,665.77	60,595.29	71,816.38	72,425.38	57,840.96	68,575.99	69,184.99	55,086.63	65,335.60
4,070,000	63,502.11	75,237.47	75,847.97	60,741.15	71,989.28	72,599.78	57,980.19	68,741.09	69,351.59	55,219.23	65,492.90
4,080,000	63,654.60	75,418.17	76,030.17	60,887.01	72,162.18	72,774.18	58,119.42	68,906.19	69,518.19	55,351.83	65,650.20
4,090,000	63,807.09	75,598.87	76,212.37	61,032.87	72,335.08	72,948.58	58,258.65	69,071.29	69,684.79	55,484.43	65,807.50
4,100,000	63,959.58	75,779.57	76,394.57	61,178.73	72,507.98	73,122.98	58,397.88	69,236.39	69,851.39	55,617.03	65,964.80

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
4,110,000	64,112.07	75,960.27	76,576.77	61,324.59	72,680.88	73,297.38	58,537.11	69,401.49	70,017.99	55,749.63	66,122.10
4,120,000	64,264.56	76,140.97	76,758.97	61,470.45	72,853.78	73,471.78	58,676.34	69,566.59	70,184.59	55,882.23	66,279.40
4,130,000	64,417.05	76,321.67	76,941.17	61,616.31	73,026.68	73,646.18	58,815.57	69,731.69	70,351.19	56,014.83	66,436.70
4,140,000	64,569.54	76,502.37	77,123.37	61,762.17	73,199.58	73,820.58	58,954.80	69,896.79	70,517.79	56,147.43	66,594.00
4,150,000	64,722.03	76,683.07	77,305.57	61,908.03	73,372.48	73,994.98	59,094.03	70,061.89	70,684.39	56,280.03	66,751.30
4,160,000	64,874.52	76,863.77	77,487.77	62,053.89	73,545.38	74,169.38	59,233.26	70,226.99	70,850.99	56,412.63	66,908.60
4,170,000	65,027.01	77,044.47	77,669.97	62,199.75	73,718.28	74,343.78	59,372.49	70,392.09	71,017.59	56,545.23	67,065.90
4,180,000	65,179.50	77,225.17	77,852.17	62,345.61	73,891.18	74,518.18	59,511.72	70,557.19	71,184.19	56,677.83	67,223.20
4,190,000	65,331.99	77,405.87	78,034.37	62,491.47	74,064.08	74,692.58	59,650.95	70,722.29	71,350.79	56,810.43	67,380.50
4,200,000	65,484.48	77,586.57	78,216.57	62,637.33	74,236.98	74,866.98	59,790.18	70,887.39	71,517.39	56,943.03	67,537.80
4,210,000	65,636.97	77,767.27	78,398.77	62,783.19	74,409.88	75,041.38	59,929.41	71,052.49	71,683.99	57,075.63	67,695.10
4,220,000	65,789.46	77,947.97	78,580.97	62,929.05	74,582.78	75,215.78	60,068.64	71,217.59	71,850.59	57,208.23	67,852.40
4,230,000	65,941.95	78,128.67	78,763.17	63,074.91	74,755.68	75,390.18	60,207.87	71,382.69	72,017.19	57,340.83	68,009.70
4,240,000	66,094.44	78,309.37	78,945.37	63,220.77	74,928.58	75,564.58	60,347.10	71,547.79	72,183.79	57,473.43	68,167.00
4,250,000	66,246.93	78,490.07	79,127.57	63,366.63	75,101.48	75,738.98	60,486.33	71,712.89	72,350.39	57,606.03	68,324.30
4,260,000	66,399.42	78,670.77	79,309.77	63,512.49	75,274.38	75,913.38	60,625.56	71,877.99	72,516.99	57,738.63	68,481.60
4,270,000	66,551.91	78,851.47	79,491.97	63,658.35	75,447.28	76,087.78	60,764.79	72,043.09	72,683.59	57,871.23	68,638.90
4,280,000	66,704.40	79,032.17	79,674.17	63,804.21	75,620.18	76,262.18	60,904.02	72,208.19	72,850.19	58,003.83	68,796.20
4,290,000	66,856.89	79,212.87	79,856.37	63,950.07	75,793.08	76,436.58	61,043.25	72,373.29	73,016.79	58,136.43	68,953.50
4,300,000	67,009.38	79,393.57	80,038.57	64,095.93	75,965.98	76,610.98	61,182.48	72,538.39	73,183.39	58,269.03	69,110.80
4,310,000	67,161.87	79,574.27	80,220.77	64,241.79	76,138.88	76,785.38	61,321.71	72,703.49	73,349.99	58,401.63	69,268.10
4,320,000	67,314.36	79,754.97	80,402.97	64,387.65	76,311.78	76,959.78	61,460.94	72,868.59	73,516.59	58,534.23	69,425.40
4,330,000	67,466.85	79,935.67	80,585.17	64,533.51	76,484.68	77,134.18	61,600.17	73,033.69	73,683.19	58,666.83	69,582.70
4,340,000	67,619.34	80,116.37	80,767.37	64,679.37	76,657.58	77,308.58	61,739.40	73,198.79	73,849.79	58,799.43	69,740.00
4,350,000	67,771.83	80,297.07	80,949.57	64,825.23	76,830.48	77,482.98	61,878.63	73,363.89	74,016.39	58,932.03	69,897.30
4,360,000	67,924.32	80,477.77	81,131.77	64,971.09	77,003.38	77,657.38	62,017.86	73,528.99	74,182.99	59,064.63	70,054.60
4,370,000	68,076.81	80,658.47	81,313.97	65,116.95	77,176.28	77,831.78	62,157.09	73,694.09	74,349.59	59,197.23	70,211.90
4,380,000	68,229.30	80,839.17	81,496.17	65,262.81	77,349.18	78,006.18	62,296.32	73,859.19	74,516.19	59,329.83	70,369.20
4,390,000	68,381.79	81,019.87	81,678.37	65,408.67	77,522.08	78,180.58	62,435.55	74,024.29	74,682.79	59,462.43	70,526.50
4,400,000	68,534.28	81,200.57	81,860.57	65,554.53	77,694.98	78,354.98	62,574.78	74,189.39	74,849.39	59,595.03	70,683.80
4,410,000	68,686.77	81,381.27	82,042.77	65,700.39	77,867.88	78,529.38	62,714.01	74,354.49	75,015.99	59,727.63	70,841.10
4,420,000	68,839.26	81,561.97	82,224.97	65,846.25	78,040.78	78,703.78	62,853.24	74,519.59	75,182.59	59,860.23	70,998.40
4,430,000	68,991.75	81,742.67	82,407.17	65,992.11	78,213.68	78,878.18	62,992.47	74,684.69	75,349.19	59,992.83	71,155.70
4,440,000	69,144.24	81,923.37	82,589.37	66,137.97	78,386.58	79,052.58	63,131.70	74,849.79	75,515.79	60,125.43	71,313.00
4,450,000	69,296.73	82,104.07	82,771.57	66,283.83	78,559.48	79,226.98	63,270.93	75,014.89	75,682.39	60,258.03	71,470.30

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
4,460,000	69,449.22	82,284.77	82,953.77	66,429.69	78,732.38	79,401.38	63,410.16	75,179.99	75,848.99	60,390.63	71,627.60
4,470,000	69,601.71	82,465.47	83,135.97	66,575.55	78,905.28	79,575.78	63,549.39	75,345.09	76,015.59	60,523.23	71,784.90
4,480,000	69,754.20	82,646.17	83,318.17	66,721.41	79,078.18	79,750.18	63,688.62	75,510.19	76,182.19	60,655.83	71,942.20
4,490,000	69,906.69	82,826.87	83,500.37	66,867.27	79,251.08	79,924.58	63,827.85	75,675.29	76,348.79	60,788.43	72,099.50
4,500,000	70,059.18	83,007.57	83,682.57	67,013.13	79,423.98	80,098.98	63,967.08	75,840.39	76,515.39	60,921.03	72,256.80
4,510,000	70,211.67	83,188.27	83,864.77	67,158.99	79,596.88	80,273.38	64,106.31	76,005.49	76,681.99	61,053.63	72,414.10
4,520,000	70,364.16	83,368.97	84,046.97	67,304.85	79,769.78	80,447.78	64,245.54	76,170.59	76,848.59	61,186.23	72,571.40
4,530,000	70,516.65	83,549.67	84,229.17	67,450.71	79,942.68	80,622.18	64,384.77	76,335.69	77,015.19	61,318.83	72,728.70
4,540,000	70,669.14	83,730.37	84,411.37	67,596.57	80,115.58	80,796.58	64,524.00	76,500.79	77,181.79	61,451.43	72,886.00
4,550,000	70,821.63	83,911.07	84,593.57	67,742.43	80,288.48	80,970.98	64,663.23	76,665.89	77,348.39	61,584.03	73,043.30
4,560,000	70,974.12	84,091.77	84,775.77	67,888.29	80,461.38	81,145.38	64,802.46	76,830.99	77,514.99	61,716.63	73,200.60
4,570,000	71,126.61	84,272.47	84,957.97	68,034.15	80,634.28	81,319.78	64,941.69	76,996.09	77,681.59	61,849.23	73,357.90
4,580,000	71,279.10	84,453.17	85,140.17	68,180.01	80,807.18	81,494.18	65,080.92	77,161.19	77,848.19	61,981.83	73,515.20
4,590,000	71,431.59	84,633.87	85,322.37	68,325.87	80,980.08	81,668.58	65,220.15	77,326.29	78,014.79	62,114.43	73,672.50
4,600,000	71,584.08	84,814.57	85,504.57	68,471.73	81,152.98	81,842.98	65,359.38	77,491.39	78,181.39	62,247.03	73,829.80
4,610,000	71,736.57	84,995.27	85,686.77	68,617.59	81,325.88	82,017.38	65,498.61	77,656.49	78,347.99	62,379.63	73,987.10
4,620,000	71,889.06	85,175.97	85,868.97	68,763.45	81,498.78	82,191.78	65,637.84	77,821.59	78,514.59	62,512.23	74,144.40
4,630,000	72,041.55	85,356.67	86,051.17	68,909.31	81,671.68	82,366.18	65,777.07	77,986.69	78,681.19	62,644.83	74,301.70
4,640,000	72,194.04	85,537.37	86,233.37	69,055.17	81,844.58	82,540.58	65,916.30	78,151.79	78,847.79	62,777.43	74,459.00
4,650,000	72,346.53	85,718.07	86,415.57	69,201.03	82,017.48	82,714.98	66,055.53	78,316.89	79,014.39	62,910.03	74,616.30
4,660,000	72,499.02	85,898.77	86,597.77	69,346.89	82,190.38	82,889.38	66,194.76	78,481.99	79,180.99	63,042.63	74,773.60
4,670,000	72,651.51	86,079.47	86,779.97	69,492.75	82,363.28	83,063.78	66,333.99	78,647.09	79,347.59	63,175.23	74,930.90
4,680,000	72,804.00	86,260.17	86,962.17	69,638.61	82,536.18	83,238.18	66,473.22	78,812.19	79,514.19	63,307.83	75,088.20
4,690,000	72,956.49	86,440.87	87,144.37	69,784.47	82,709.08	83,412.58	66,612.45	78,977.29	79,680.79	63,440.43	75,245.50
4,700,000	73,108.98	86,621.57	87,326.57	69,930.33	82,881.98	83,586.98	66,751.68	79,142.39	79,847.39	63,573.03	75,402.80
4,710,000	73,261.47	86,802.27	87,508.77	70,076.19	83,054.88	83,761.38	66,890.91	79,307.49	80,013.99	63,705.63	75,560.10
4,720,000	73,413.96	86,982.97	87,690.97	70,222.05	83,227.78	83,935.78	67,030.14	79,472.59	80,180.59	63,838.23	75,717.40
4,730,000	73,566.45	87,163.67	87,873.17	70,367.91	83,400.68	84,110.18	67,169.37	79,637.69	80,347.19	63,970.83	75,874.70
4,740,000	73,718.94	87,344.37	88,055.37	70,513.77	83,573.58	84,284.58	67,308.60	79,802.79	80,513.79	64,103.43	76,032.00
4,750,000	73,871.43	87,525.07	88,237.57	70,659.63	83,746.48	84,458.98	67,447.83	79,967.89	80,680.39	64,236.03	76,189.30
4,760,000	74,023.92	87,705.77	88,419.77	70,805.49	83,919.38	84,633.38	67,587.06	80,132.99	80,846.99	64,368.63	76,346.60
4,770,000	74,176.41	87,886.47	88,601.97	70,951.35	84,092.28	84,807.78	67,726.29	80,298.09	81,013.59	64,501.23	76,503.90
4,780,000	74,328.90	88,067.17	88,784.17	71,097.21	84,265.18	84,982.18	67,865.52	80,463.19	81,180.19	64,633.83	76,661.20
4,790,000	74,481.39	88,247.87	88,966.37	71,243.07	84,438.08	85,156.58	68,004.75	80,628.29	81,346.79	64,766.43	76,818.50
4,800,000	74,633.88	88,428.57	89,148.57	71,388.93	84,610.98	85,330.98	68,143.98	80,793.39	81,513.39	64,899.03	76,975.80

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
4,810,000	74,786.37	88,609.27	89,330.77	71,534.79	84,783.88	85,505.38	68,283.21	80,958.49	81,679.99	65,031.63	77,133.10
4,820,000	74,938.86	88,789.97	89,512.97	71,680.65	84,956.78	85,679.78	68,422.44	81,123.59	81,846.59	65,164.23	77,290.40
4,830,000	75,091.35	88,970.67	89,695.17	71,826.51	85,129.68	85,854.18	68,561.67	81,288.69	82,013.19	65,296.83	77,447.70
4,840,000	75,243.84	89,151.37	89,877.37	71,972.37	85,302.58	86,028.58	68,700.90	81,453.79	82,179.79	65,429.43	77,605.00
4,850,000	75,396.33	89,332.07	90,059.57	72,118.23	85,475.48	86,202.98	68,840.13	81,618.89	82,346.39	65,562.03	77,762.30
4,860,000	75,548.82	89,512.77	90,241.77	72,264.09	85,648.38	86,377.38	68,979.36	81,783.99	82,512.99	65,694.63	77,919.60
4,870,000	75,701.31	89,693.47	90,423.97	72,409.95	85,821.28	86,551.78	69,118.59	81,949.09	82,679.59	65,827.23	78,076.90
4,880,000	75,853.80	89,874.17	90,606.17	72,555.81	85,994.18	86,726.18	69,257.82	82,114.19	82,846.19	65,959.83	78,234.20
4,890,000	76,006.29	90,054.87	90,788.37	72,701.67	86,167.08	86,900.58	69,397.05	82,279.29	83,012.79	66,092.43	78,391.50
4,900,000	76,158.78	90,235.57	90,970.57	72,847.53	86,339.98	87,074.98	69,536.28	82,444.39	83,179.39	66,225.03	78,548.80
4,910,000	76,311.27	90,416.27	91,152.77	72,993.39	86,512.88	87,249.38	69,675.51	82,609.49	83,345.99	66,357.63	78,706.10
4,920,000	76,463.76	90,596.97	91,334.97	73,139.25	86,685.78	87,423.78	69,814.74	82,774.59	83,512.59	66,490.23	78,863.40
4,930,000	76,616.25	90,777.67	91,517.17	73,285.11	86,858.68	87,598.18	69,953.97	82,939.69	83,679.19	66,622.83	79,020.70
4,940,000	76,768.74	90,958.37	91,699.37	73,430.97	87,031.58	87,772.58	70,093.20	83,104.79	83,845.79	66,755.43	79,178.00
4,950,000	76,921.23	91,139.07	91,881.57	73,576.83	87,204.48	87,946.98	70,232.43	83,269.89	84,012.39	66,888.03	79,335.30
4,960,000	77,073.72	91,319.77	92,063.77	73,722.69	87,377.38	88,121.38	70,371.66	83,434.99	84,178.99	67,020.63	79,492.60
4,970,000	77,226.21	91,500.47	92,245.97	73,868.55	87,550.28	88,295.78	70,510.89	83,600.09	84,345.59	67,153.23	79,649.90
4,980,000	77,378.70	91,681.17	92,428.17	74,014.41	87,723.18	88,470.18	70,650.12	83,765.19	84,512.19	67,285.83	79,807.20
4,990,000	77,531.19	91,861.87	92,610.37	74,160.27	87,896.08	88,644.58	70,789.35	83,930.29	84,678.79	67,418.43	79,964.50
5,000,000	77,683.68	92,042.57	92,792.57	74,306.13	88,068.98	88,818.98	70,928.58	84,095.39	84,845.39	67,551.03	80,121.80
5,010,000	77,836.17	92,223.27	92,974.77	74,451.99	88,241.88	88,993.38	71,067.81	84,260.49	85,011.99	67,683.63	80,279.10
5,020,000	77,988.66	92,403.97	93,156.97	74,597.85	88,414.78	89,167.78	71,207.04	84,425.59	85,178.59	67,816.23	80,436.40
5,030,000	78,141.15	92,584.67	93,339.17	74,743.71	88,587.68	89,342.18	71,346.27	84,590.69	85,345.19	67,948.83	80,593.70
5,040,000	78,293.64	92,765.37	93,521.37	74,889.57	88,760.58	89,516.58	71,485.50	84,755.79	85,511.79	68,081.43	80,751.00
5,050,000	78,446.13	92,946.07	93,703.57	75,035.43	88,933.48	89,690.98	71,624.73	84,920.89	85,678.39	68,214.03	80,908.30
5,060,000	78,598.62	93,126.77	93,885.77	75,181.29	89,106.38	89,865.38	71,763.96	85,085.99	85,844.99	68,346.63	81,065.60
5,070,000	78,751.11	93,307.47	94,067.97	75,327.15	89,279.28	90,039.78	71,903.19	85,251.09	86,011.59	68,479.23	81,222.90
5,080,000	78,903.60	93,488.17	94,250.17	75,473.01	89,452.18	90,214.18	72,042.42	85,416.19	86,178.19	68,611.83	81,380.20
5,090,000	79,056.09	93,668.87	94,432.37	75,618.87	89,625.08	90,388.58	72,181.65	85,581.29	86,344.79	68,744.43	81,537.50
5,100,000	79,208.58	93,849.57	94,614.57	75,764.73	89,797.98	90,562.98	72,320.88	85,746.39	86,511.39	68,877.03	81,694.80
5,110,000	79,361.07	94,030.27	94,796.77	75,910.59	89,970.88	90,737.38	72,460.11	85,911.49	86,677.99	69,009.63	81,852.10
5,120,000	79,513.56	94,210.97	94,978.97	76,056.45	90,143.78	90,911.78	72,599.34	86,076.59	86,844.59	69,142.23	82,009.40
5,130,000	79,666.05	94,391.67	95,161.17	76,202.31	90,316.68	91,086.18	72,738.57	86,241.69	87,011.19	69,274.83	82,166.70
5,140,000	79,818.54	94,572.37	95,343.37	76,348.17	90,489.58	91,260.58	72,877.80	86,406.79	87,177.79	69,407.43	82,324.00
5,150,000	79,971.03	94,753.07	95,525.57	76,494.03	90,662.48	91,434.98	73,017.03	86,571.89	87,344.39	69,540.03	82,481.30

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
5,160,000	80,123.52	94,933.77	95,707.77	76,639.89	90,835.38	91,609.38	73,156.26	86,736.99	87,510.99	69,672.63	82,638.60
5,170,000	80,276.01	95,114.47	95,889.97	76,785.75	91,008.28	91,783.78	73,295.49	86,902.09	87,677.59	69,805.23	82,795.90
5,180,000	80,428.50	95,295.17	96,072.17	76,931.61	91,181.18	91,958.18	73,434.72	87,067.19	87,844.19	69,937.83	82,953.20
5,190,000	80,580.99	95,475.87	96,254.37	77,077.47	91,354.08	92,132.58	73,573.95	87,232.29	88,010.79	70,070.43	83,110.50
5,200,000	80,733.48	95,656.57	96,436.57	77,223.33	91,526.98	92,306.98	73,713.18	87,397.39	88,177.39	70,203.03	83,267.80
5,210,000	80,885.97	95,837.27	96,618.77	77,369.19	91,699.88	92,481.38	73,852.41	87,562.49	88,343.99	70,335.63	83,425.10
5,220,000	81,038.46	96,017.97	96,800.97	77,515.05	91,872.78	92,655.78	73,991.64	87,727.59	88,510.59	70,468.23	83,582.40
5,230,000	81,190.95	96,198.67	96,983.17	77,660.91	92,045.68	92,830.18	74,130.87	87,892.69	88,677.19	70,600.83	83,739.70
5,240,000	81,343.44	96,379.37	97,165.37	77,806.77	92,218.58	93,004.58	74,270.10	88,057.79	88,843.79	70,733.43	83,897.00
5,250,000	81,495.93	96,560.07	97,347.57	77,952.63	92,391.48	93,178.98	74,409.33	88,222.89	89,010.39	70,866.03	84,054.30
5,260,000	81,648.42	96,740.77	97,529.77	78,098.49	92,564.38	93,353.38	74,548.56	88,387.99	89,176.99	70,998.63	84,211.60
5,270,000	81,800.91	96,921.47	97,711.97	78,244.35	92,737.28	93,527.78	74,687.79	88,553.09	89,343.59	71,131.23	84,368.90
5,280,000	81,953.40	97,102.17	97,894.17	78,390.21	92,910.18	93,702.18	74,827.02	88,718.19	89,510.19	71,263.83	84,526.20
5,290,000	82,105.89	97,282.87	98,076.37	78,536.07	93,083.08	93,876.58	74,966.25	88,883.29	89,676.79	71,396.43	84,683.50
5,300,000	82,258.38	97,463.57	98,258.57	78,681.93	93,255.98	94,050.98	75,105.48	89,048.39	89,843.39	71,529.03	84,840.80
5,310,000	82,410.87	97,644.27	98,440.77	78,827.79	93,428.88	94,225.38	75,244.71	89,213.49	90,009.99	71,661.63	84,998.10
5,320,000	82,563.36	97,824.97	98,622.97	78,973.65	93,601.78	94,399.78	75,383.94	89,378.59	90,176.59	71,794.23	85,155.40
5,330,000	82,715.85	98,005.67	98,805.17	79,119.51	93,774.68	94,574.18	75,523.17	89,543.69	90,343.19	71,926.83	85,312.70
5,340,000	82,868.34	98,186.37	98,987.37	79,265.37	93,947.58	94,748.58	75,662.40	89,708.79	90,509.79	72,059.43	85,470.00
5,350,000	83,020.83	98,367.07	99,169.57	79,411.23	94,120.48	94,922.98	75,801.63	89,873.89	90,676.39	72,192.03	85,627.30
5,360,000	83,173.32	98,547.77	99,351.77	79,557.09	94,293.38	95,097.38	75,940.86	90,038.99	90,842.99	72,324.63	85,784.60
5,370,000	83,325.81	98,728.47	99,533.97	79,702.95	94,466.28	95,271.78	76,080.09	90,204.09	91,009.59	72,457.23	85,941.90
5,380,000	83,478.30	98,909.17	99,716.17	79,848.81	94,639.18	95,446.18	76,219.32	90,369.19	91,176.19	72,589.83	86,099.20
5,390,000	83,630.79	99,089.87	99,898.37	79,994.67	94,812.08	95,620.58	76,358.55	90,534.29	91,342.79	72,722.43	86,256.50
5,400,000	83,783.28	99,270.57	100,080.57	80,140.53	94,984.98	95,794.98	76,497.78	90,699.39	91,509.39	72,855.03	86,413.80
5,410,000	83,935.77	99,451.27	100,262.77	80,286.39	95,157.88	95,969.38	76,637.01	90,864.49	91,675.99	72,987.63	86,571.10
5,420,000	84,088.26	99,631.97	100,444.97	80,432.25	95,330.78	96,143.78	76,776.24	91,029.59	91,842.59	73,120.23	86,728.40
5,430,000	84,240.75	99,812.67	100,627.17	80,578.11	95,503.68	96,318.18	76,915.47	91,194.69	92,009.19	73,252.83	86,885.70
5,440,000	84,393.24	99,993.37	100,809.37	80,723.97	95,676.58	96,492.58	77,054.70	91,359.79	92,175.79	73,385.43	87,043.00
5,450,000	84,545.73	100,174.07	100,991.57	80,869.83	95,849.48	96,666.98	77,193.93	91,524.89	92,342.39	73,518.03	87,200.30
5,460,000	84,698.22	100,354.77	101,173.77	81,015.69	96,022.38	96,841.38	77,333.16	91,689.99	92,508.99	73,650.63	87,357.60
5,470,000	84,850.71	100,535.47	101,355.97	81,161.55	96,195.28	97,015.78	77,472.39	91,855.09	92,675.59	73,783.23	87,514.90
5,480,000	85,003.20	100,716.17	101,538.17	81,307.41	96,368.18	97,190.18	77,611.62	92,020.19	92,842.19	73,915.83	87,672.20
5,490,000	85,155.69	100,896.87	101,720.37	81,453.27	96,541.08	97,364.58	77,750.85	92,185.29	93,008.79	74,048.43	87,829.50
5,500,000	85,308.18	101,077.57	101,902.57	81,599.13	96,713.98	97,538.98	77,890.08	92,350.39	93,175.39	74,181.03	87,986.80

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
5,510,000	85,460.67	101,258.27	102,084.77	81,744.99	96,886.88	97,713.38	78,029.31	92,515.49	93,341.99	74,313.63	88,144.10
5,520,000	85,613.16	101,438.97	102,266.97	81,890.85	97,059.78	97,887.78	78,168.54	92,680.59	93,508.59	74,446.23	88,301.40
5,530,000	85,765.65	101,619.67	102,449.17	82,036.71	97,232.68	98,062.18	78,307.77	92,845.69	93,675.19	74,578.83	88,458.70
5,540,000	85,918.14	101,800.37	102,631.37	82,182.57	97,405.58	98,236.58	78,447.00	93,010.79	93,841.79	74,711.43	88,616.00
5,550,000	86,070.63	101,981.07	102,813.57	82,328.43	97,578.48	98,410.98	78,586.23	93,175.89	94,008.39	74,844.03	88,773.30
5,560,000	86,223.12	102,161.77	102,995.77	82,474.29	97,751.38	98,585.38	78,725.46	93,340.99	94,174.99	74,976.63	88,930.60
5,570,000	86,375.61	102,342.47	103,177.97	82,620.15	97,924.28	98,759.78	78,864.69	93,506.09	94,341.59	75,109.23	89,087.90
5,580,000	86,528.10	102,523.17	103,360.17	82,766.01	98,097.18	98,934.18	79,003.92	93,671.19	94,508.19	75,241.83	89,245.20
5,590,000	86,680.59	102,703.87	103,542.37	82,911.87	98,270.08	99,108.58	79,143.15	93,836.29	94,674.79	75,374.43	89,402.50
5,600,000	86,833.08	102,884.57	103,724.57	83,057.73	98,442.98	99,282.98	79,282.38	94,001.39	94,841.39	75,507.03	89,559.80
5,610,000	86,985.57	103,065.27	103,906.77	83,203.59	98,615.88	99,457.38	79,421.61	94,166.49	95,007.99	75,639.63	89,717.10
5,620,000	87,138.06	103,245.97	104,088.97	83,349.45	98,788.78	99,631.78	79,560.84	94,331.59	95,174.59	75,772.23	89,874.40
5,630,000	87,290.55	103,426.67	104,271.17	83,495.31	98,961.68	99,806.18	79,700.07	94,496.69	95,341.19	75,904.83	90,031.70
5,640,000	87,443.04	103,607.37	104,453.37	83,641.17	99,134.58	99,980.58	79,839.30	94,661.79	95,507.79	76,037.43	90,189.00
5,650,000	87,595.53	103,788.07	104,635.57	83,787.03	99,307.48	100,154.98	79,978.53	94,826.89	95,674.39	76,170.03	90,346.30
5,660,000	87,748.02	103,968.77	104,817.77	83,932.89	99,480.38	100,329.38	80,117.76	94,991.99	95,840.99	76,302.63	90,503.60
5,670,000	87,900.51	104,149.47	104,999.97	84,078.75	99,653.28	100,503.78	80,256.99	95,157.09	96,007.59	76,435.23	90,660.90
5,680,000	88,053.00	104,330.17	105,182.17	84,224.61	99,826.18	100,678.18	80,396.22	95,322.19	96,174.19	76,567.83	90,818.20
5,690,000	88,205.49	104,510.87	105,364.37	84,370.47	99,999.08	100,852.58	80,535.45	95,487.29	96,340.79	76,700.43	90,975.50
5,700,000	88,357.98	104,691.57	105,546.57	84,516.33	100,171.98	101,026.98	80,674.68	95,652.39	96,507.39	76,833.03	91,132.80
5,710,000	88,510.47	104,872.27	105,728.77	84,662.19	100,344.88	101,201.38	80,813.91	95,817.49	96,673.99	76,965.63	91,290.10
5,720,000	88,662.96	105,052.97	105,910.97	84,808.05	100,517.78	101,375.78	80,953.14	95,982.59	96,840.59	77,098.23	91,447.40
5,730,000	88,815.45	105,233.67	106,093.17	84,953.91	100,690.68	101,550.18	81,092.37	96,147.69	97,007.19	77,230.83	91,604.70
5,740,000	88,967.94	105,414.37	106,275.37	85,099.77	100,863.58	101,724.58	81,231.60	96,312.79	97,173.79	77,363.43	91,762.00
5,750,000	89,120.43	105,595.07	106,457.57	85,245.63	101,036.48	101,898.98	81,370.83	96,477.89	97,340.39	77,496.03	91,919.30
5,760,000	89,272.92	105,775.77	106,639.77	85,391.49	101,209.38	102,073.38	81,510.06	96,642.99	97,506.99	77,628.63	92,076.60
5,770,000	89,425.41	105,956.47	106,821.97	85,537.35	101,382.28	102,247.78	81,649.29	96,808.09	97,673.59	77,761.23	92,233.90
5,780,000	89,577.90	106,137.17	107,004.17	85,683.21	101,555.18	102,422.18	81,788.52	96,973.19	97,840.19	77,893.83	92,391.20
5,790,000	89,730.39	106,317.87	107,186.37	85,829.07	101,728.08	102,596.58	81,927.75	97,138.29	98,006.79	78,026.43	92,548.50
5,800,000	89,882.88	106,498.57	107,368.57	85,974.93	101,900.98	102,770.98	82,066.98	97,303.39	98,173.39	78,159.03	92,705.80
5,810,000	90,035.37	106,679.27	107,550.77	86,120.79	102,073.88	102,945.38	82,206.21	97,468.49	98,339.99	78,291.63	92,863.10
5,820,000	90,187.86	106,859.97	107,732.97	86,266.65	102,246.78	103,119.78	82,345.44	97,633.59	98,506.59	78,424.23	93,020.40
5,830,000	90,340.35	107,040.67	107,915.17	86,412.51	102,419.68	103,294.18	82,484.67	97,798.69	98,673.19	78,556.83	93,177.70
5,840,000	90,492.84	107,221.37	108,097.37	86,558.37	102,592.58	103,468.58	82,623.90	97,963.79	98,839.79	78,689.43	93,335.00
5,850,000	90,645.33	107,402.07	108,279.57	86,704.23	102,765.48	103,642.98	82,763.13	98,128.89	99,006.39	78,822.03	93,492.30

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
5,860,000	90,797.82	107,582.77	108,461.77	86,850.09	102,938.38	103,817.38	82,902.36	98,293.99	99,172.99	78,954.63	93,649.60
5,870,000	90,950.31	107,763.47	108,643.97	86,995.95	103,111.28	103,991.78	83,041.59	98,459.09	99,339.59	79,087.23	93,806.90
5,880,000	91,102.80	107,944.17	108,826.17	87,141.81	103,284.18	104,166.18	83,180.82	98,624.19	99,506.19	79,219.83	93,964.20
5,890,000	91,255.29	108,124.87	109,008.37	87,287.67	103,457.08	104,340.58	83,320.05	98,789.29	99,672.79	79,352.43	94,121.50
5,900,000	91,407.78	108,305.57	109,190.57	87,433.53	103,629.98	104,514.98	83,459.28	98,954.39	99,839.39	79,485.03	94,278.80
5,910,000	91,560.27	108,486.27	109,372.77	87,579.39	103,802.88	104,689.38	83,598.51	99,119.49	100,005.99	79,617.63	94,436.10
5,920,000	91,712.76	108,666.97	109,554.97	87,725.25	103,975.78	104,863.78	83,737.74	99,284.59	100,172.59	79,750.23	94,593.40
5,930,000	91,865.25	108,847.67	109,737.17	87,871.11	104,148.68	105,038.18	83,876.97	99,449.69	100,339.19	79,882.83	94,750.70
5,940,000	92,017.74	109,028.37	109,919.37	88,016.97	104,321.58	105,212.58	84,016.20	99,614.79	100,505.79	80,015.43	94,908.00
5,950,000	92,170.23	109,209.07	110,101.57	88,162.83	104,494.48	105,386.98	84,155.43	99,779.89	100,672.39	80,148.03	95,065.30
5,960,000	92,322.72	109,389.77	110,283.77	88,308.69	104,667.38	105,561.38	84,294.66	99,944.99	100,838.99	80,280.63	95,222.60
5,970,000	92,475.21	109,570.47	110,465.97	88,454.55	104,840.28	105,735.78	84,433.89	100,110.09	101,005.59	80,413.23	95,379.90
5,980,000	92,627.70	109,751.17	110,648.17	88,600.41	105,013.18	105,910.18	84,573.12	100,275.19	101,172.19	80,545.83	95,537.20
5,990,000	92,780.19	109,931.87	110,830.37	88,746.27	105,186.08	106,084.58	84,712.35	100,440.29	101,338.79	80,678.43	95,694.50
6,000,000	92,932.68	110,112.57	111,012.57	88,892.13	105,358.98	106,258.98	84,851.58	100,605.39	101,505.39	80,811.03	95,851.80
6,010,000	93,085.17	110,293.27	111,194.77	89,037.99	105,531.88	106,433.38	84,990.81	100,770.49	101,671.99	80,943.63	96,009.10
6,020,000	93,237.66	110,473.97	111,376.97	89,183.85	105,704.78	106,607.78	85,130.04	100,935.59	101,838.59	81,076.23	96,166.40
6,030,000	93,390.15	110,654.67	111,559.17	89,329.71	105,877.68	106,782.18	85,269.27	101,100.69	102,005.19	81,208.83	96,323.70
6,040,000	93,542.64	110,835.37	111,741.37	89,475.57	106,050.58	106,956.58	85,408.50	101,265.79	102,171.79	81,341.43	96,481.00
6,050,000	93,695.13	111,016.07	111,923.57	89,621.43	106,223.48	107,130.98	85,547.73	101,430.89	102,338.39	81,474.03	96,638.30
6,060,000	93,847.62	111,196.77	112,105.77	89,767.29	106,396.38	107,305.38	85,686.96	101,595.99	102,504.99	81,606.63	96,795.60
6,070,000	94,000.11	111,377.47	112,287.97	89,913.15	106,569.28	107,479.78	85,826.19	101,761.09	102,671.59	81,739.23	96,952.90
6,080,000	94,152.60	111,558.17	112,470.17	90,059.01	106,742.18	107,654.18	85,965.42	101,926.19	102,838.19	81,871.83	97,110.20
6,090,000	94,305.09	111,738.87	112,652.37	90,204.87	106,915.08	107,828.58	86,104.65	102,091.29	103,004.79	82,004.43	97,267.50
6,100,000	94,457.58	111,919.57	112,834.57	90,350.73	107,087.98	108,002.98	86,243.88	102,256.39	103,171.39	82,137.03	97,424.80
6,110,000	94,610.07	112,100.27	113,016.77	90,496.59	107,260.88	108,177.38	86,383.11	102,421.49	103,337.99	82,269.63	97,582.10
6,120,000	94,762.56	112,280.97	113,198.97	90,642.45	107,433.78	108,351.78	86,522.34	102,586.59	103,504.59	82,402.23	97,739.40
6,130,000	94,915.05	112,461.67	113,381.17	90,788.31	107,606.68	108,526.18	86,661.57	102,751.69	103,671.19	82,534.83	97,896.70
6,140,000	95,067.54	112,642.37	113,563.37	90,934.17	107,779.58	108,700.58	86,800.80	102,916.79	103,837.79	82,667.43	98,054.00
6,150,000	95,220.03	112,823.07	113,745.57	91,080.03	107,952.48	108,874.98	86,940.03	103,081.89	104,004.39	82,800.03	98,211.30
6,160,000	95,372.52	113,003.77	113,927.77	91,225.89	108,125.38	109,049.38	87,079.26	103,246.99	104,170.99	82,932.63	98,368.60
6,170,000	95,525.01	113,184.47	114,109.97	91,371.75	108,298.28	109,223.78	87,218.49	103,412.09	104,337.59	83,065.23	98,525.90
6,180,000	95,677.50	113,365.17	114,292.17	91,517.61	108,471.18	109,398.18	87,357.72	103,577.19	104,504.19	83,197.83	98,683.20
6,190,000	95,829.99	113,545.87	114,474.37	91,663.47	108,644.08	109,572.58	87,496.95	103,742.29	104,670.79	83,330.43	98,840.50
6,200,000	95,982.48	113,726.57	114,656.57	91,809.33	108,816.98	109,746.98	87,636.18	103,907.39	104,837.39	83,463.03	98,997.80

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
6,210,000	96,134.97	113,907.27	114,838.77	91,955.19	108,989.88	109,921.38	87,775.41	104,072.49	105,003.99	83,595.63	99,155.10
6,220,000	96,287.46	114,087.97	115,020.97	92,101.05	109,162.78	110,095.78	87,914.64	104,237.59	105,170.59	83,728.23	99,312.40
6,230,000	96,439.95	114,268.67	115,203.17	92,246.91	109,335.68	110,270.18	88,053.87	104,402.69	105,337.19	83,860.83	99,469.70
6,240,000	96,592.44	114,449.37	115,385.37	92,392.77	109,508.58	110,444.58	88,193.10	104,567.79	105,503.79	83,993.43	99,627.00
6,250,000	96,744.93	114,630.07	115,567.57	92,538.63	109,681.48	110,618.98	88,332.33	104,732.89	105,670.39	84,126.03	99,784.30
6,260,000	96,897.42	114,810.77	115,749.77	92,684.49	109,854.38	110,793.38	88,471.56	104,897.99	105,836.99	84,258.63	99,941.60
6,270,000	97,049.91	114,991.47	115,931.97	92,830.35	110,027.28	110,967.78	88,610.79	105,063.09	106,003.59	84,391.23	100,098.90
6,280,000	97,202.40	115,172.17	116,114.17	92,976.21	110,200.18	111,142.18	88,750.02	105,228.19	106,170.19	84,523.83	100,256.20
6,290,000	97,354.89	115,352.87	116,296.37	93,122.07	110,373.08	111,316.58	88,889.25	105,393.29	106,336.79	84,656.43	100,413.50
6,300,000	97,507.38	115,533.57	116,478.57	93,267.93	110,545.98	111,490.98	89,028.48	105,558.39	106,503.39	84,789.03	100,570.80
6,310,000	97,659.87	115,714.27	116,660.77	93,413.79	110,718.88	111,665.38	89,167.71	105,723.49	106,669.99	84,921.63	100,728.10
6,320,000	97,812.36	115,894.97	116,842.97	93,559.65	110,891.78	111,839.78	89,306.94	105,888.59	106,836.59	85,054.23	100,885.40
6,330,000	97,964.85	116,075.67	117,025.17	93,705.51	111,064.68	112,014.18	89,446.17	106,053.69	107,003.19	85,186.83	101,042.70
6,340,000	98,117.34	116,256.37	117,207.37	93,851.37	111,237.58	112,188.58	89,585.40	106,218.79	107,169.79	85,319.43	101,200.00
6,350,000	98,269.83	116,437.07	117,389.57	93,997.23	111,410.48	112,362.98	89,724.63	106,383.89	107,336.39	85,452.03	101,357.30
6,360,000	98,422.32	116,617.77	117,571.77	94,143.09	111,583.38	112,537.38	89,863.86	106,548.99	107,502.99	85,584.63	101,514.60
6,370,000	98,574.81	116,798.47	117,753.97	94,288.95	111,756.28	112,711.78	90,003.09	106,714.09	107,669.59	85,717.23	101,671.90
6,380,000	98,727.30	116,979.17	117,936.17	94,434.81	111,929.18	112,886.18	90,142.32	106,879.19	107,836.19	85,849.83	101,829.20
6,390,000	98,879.79	117,159.87	118,118.37	94,580.67	112,102.08	113,060.58	90,281.55	107,044.29	108,002.79	85,982.43	101,986.50
6,400,000	99,032.28	117,340.57	118,300.57	94,726.53	112,274.98	113,234.98	90,420.78	107,209.39	108,169.39	86,115.03	102,143.80
6,410,000	99,184.77	117,521.27	118,482.77	94,872.39	112,447.88	113,409.38	90,560.01	107,374.49	108,335.99	86,247.63	102,301.10
6,420,000	99,337.26	117,701.97	118,664.97	95,018.25	112,620.78	113,583.78	90,699.24	107,539.59	108,502.59	86,380.23	102,458.40
6,430,000	99,489.75	117,882.67	118,847.17	95,164.11	112,793.68	113,758.18	90,838.47	107,704.69	108,669.19	86,512.83	102,615.70
6,440,000	99,642.24	118,063.37	119,029.37	95,309.97	112,966.58	113,932.58	90,977.70	107,869.79	108,835.79	86,645.43	102,773.00
6,450,000	99,794.73	118,244.07	119,211.57	95,455.83	113,139.48	114,106.98	91,116.93	108,034.89	109,002.39	86,778.03	102,930.30
6,460,000	99,947.22	118,424.77	119,393.77	95,601.69	113,312.38	114,281.38	91,256.16	108,199.99	109,168.99	86,910.63	103,087.60
6,470,000	100,099.71	118,605.47	119,575.97	95,747.55	113,485.28	114,455.78	91,395.39	108,365.09	109,335.59	87,043.23	103,244.90
6,480,000	100,252.20	118,786.17	119,758.17	95,893.41	113,658.18	114,630.18	91,534.62	108,530.19	109,502.19	87,175.83	103,402.20
6,490,000	100,404.69	118,966.87	119,940.37	96,039.27	113,831.08	114,804.58	91,673.85	108,695.29	109,668.79	87,308.43	103,559.50
6,500,000	100,557.18	119,147.57	120,122.57	96,185.13	114,003.98	114,978.98	91,813.08	108,860.39	109,835.39	87,441.03	103,716.80
6,510,000	100,709.67	119,328.27	120,304.77	96,330.99	114,176.88	115,153.38	91,952.31	109,025.49	110,001.99	87,573.63	103,874.10
6,520,000	100,862.16	119,508.97	120,486.97	96,476.85	114,349.78	115,327.78	92,091.54	109,190.59	110,168.59	87,706.23	104,031.40
6,530,000	101,014.65	119,689.67	120,669.17	96,622.71	114,522.68	115,502.18	92,230.77	109,355.69	110,335.19	87,838.83	104,188.70
6,540,000	101,167.14	119,870.37	120,851.37	96,768.57	114,695.58	115,676.58	92,370.00	109,520.79	110,501.79	87,971.43	104,346.00
6,550,000	101,319.63	120,051.07	121,033.57	96,914.43	114,868.48	115,850.98	92,509.23	109,685.89	110,668.39	88,104.03	104,503.30

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
6,560,000	101,472.12	120,231.77	121,215.77	97,060.29	115,041.38	116,025.38	92,648.46	109,850.99	110,834.99	88,236.63	104,660.60
6,570,000	101,624.61	120,412.47	121,397.97	97,206.15	115,214.28	116,199.78	92,787.69	110,016.09	111,001.59	88,369.23	104,817.90
6,580,000	101,777.10	120,593.17	121,580.17	97,352.01	115,387.18	116,374.18	92,926.92	110,181.19	111,168.19	88,501.83	104,975.20
6,590,000	101,929.59	120,773.87	121,762.37	97,497.87	115,560.08	116,548.58	93,066.15	110,346.29	111,334.79	88,634.43	105,132.50
6,600,000	102,082.08	120,954.57	121,944.57	97,643.73	115,732.98	116,722.98	93,205.38	110,511.39	111,501.39	88,767.03	105,289.80
6,610,000	102,234.57	121,135.27	122,126.77	97,789.59	115,905.88	116,897.38	93,344.61	110,676.49	111,667.99	88,899.63	105,447.10
6,620,000	102,387.06	121,315.97	122,308.97	97,935.45	116,078.78	117,071.78	93,483.84	110,841.59	111,834.59	89,032.23	105,604.40
6,630,000	102,539.55	121,496.67	122,491.17	98,081.31	116,251.68	117,246.18	93,623.07	111,006.69	112,001.19	89,164.83	105,761.70
6,640,000	102,692.04	121,677.37	122,673.37	98,227.17	116,424.58	117,420.58	93,762.30	111,171.79	112,167.79	89,297.43	105,919.00
6,650,000	102,844.53	121,858.07	122,855.57	98,373.03	116,597.48	117,594.98	93,901.53	111,336.89	112,334.39	89,430.03	106,076.30
6,660,000	102,997.02	122,038.77	123,037.77	98,518.89	116,770.38	117,769.38	94,040.76	111,501.99	112,500.99	89,562.63	106,233.60
6,670,000	103,149.51	122,219.47	123,219.97	98,664.75	116,943.28	117,943.78	94,179.99	111,667.09	112,667.59	89,695.23	106,390.90
6,680,000	103,302.00	122,400.17	123,402.17	98,810.61	117,116.18	118,118.18	94,319.22	111,832.19	112,834.19	89,827.83	106,548.20
6,690,000	103,454.49	122,580.87	123,584.37	98,956.47	117,289.08	118,292.58	94,458.45	111,997.29	113,000.79	89,960.43	106,705.50
6,700,000	103,606.98	122,761.57	123,766.57	99,102.33	117,461.98	118,466.98	94,597.68	112,162.39	113,167.39	90,093.03	106,862.80
6,710,000	103,759.47	122,942.27	123,948.77	99,248.19	117,634.88	118,641.38	94,736.91	112,327.49	113,333.99	90,225.63	107,020.10
6,720,000	103,911.96	123,122.97	124,130.97	99,394.05	117,807.78	118,815.78	94,876.14	112,492.59	113,500.59	90,358.23	107,177.40
6,730,000	104,064.45	123,303.67	124,313.17	99,539.91	117,980.68	118,990.18	95,015.37	112,657.69	113,667.19	90,490.83	107,334.70
6,740,000	104,216.94	123,484.37	124,495.37	99,685.77	118,153.58	119,164.58	95,154.60	112,822.79	113,833.79	90,623.43	107,492.00
6,750,000	104,369.43	123,665.07	124,677.57	99,831.63	118,326.48	119,338.98	95,293.83	112,987.89	114,000.39	90,756.03	107,649.30
6,760,000	104,521.92	123,845.77	124,859.77	99,977.49	118,499.38	119,513.38	95,433.06	113,152.99	114,166.99	90,888.63	107,806.60
6,770,000	104,674.41	124,026.47	125,041.97	100,123.35	118,672.28	119,687.78	95,572.29	113,318.09	114,333.59	91,021.23	107,963.90
6,780,000	104,826.90	124,207.17	125,224.17	100,269.21	118,845.18	119,862.18	95,711.52	113,483.19	114,500.19	91,153.83	108,121.20
6,790,000	104,979.39	124,387.87	125,406.37	100,415.07	119,018.08	120,036.58	95,850.75	113,648.29	114,666.79	91,286.43	108,278.50
6,800,000	105,131.88	124,568.57	125,588.57	100,560.93	119,190.98	120,210.98	95,989.98	113,813.39	114,833.39	91,419.03	108,435.80
6,810,000	105,284.37	124,749.27	125,770.77	100,706.79	119,363.88	120,385.38	96,129.21	113,978.49	114,999.99	91,551.63	108,593.10
6,820,000	105,436.86	124,929.97	125,952.97	100,852.65	119,536.78	120,559.78	96,268.44	114,143.59	115,166.59	91,684.23	108,750.40
6,830,000	105,589.35	125,110.67	126,135.17	100,998.51	119,709.68	120,734.18	96,407.67	114,308.69	115,333.19	91,816.83	108,907.70
6,840,000	105,741.84	125,291.37	126,317.37	101,144.37	119,882.58	120,908.58	96,546.90	114,473.79	115,499.79	91,949.43	109,065.00
6,850,000	105,894.33	125,472.07	126,499.57	101,290.23	120,055.48	121,082.98	96,686.13	114,638.89	115,666.39	92,082.03	109,222.30
6,860,000	106,046.82	125,652.77	126,681.77	101,436.09	120,228.38	121,257.38	96,825.36	114,803.99	115,832.99	92,214.63	109,379.60
6,870,000	106,199.31	125,833.47	126,863.97	101,581.95	120,401.28	121,431.78	96,964.59	114,969.09	115,999.59	92,347.23	109,536.90
6,880,000	106,351.80	126,014.17	127,046.17	101,727.81	120,574.18	121,606.18	97,103.82	115,134.19	116,166.19	92,479.83	109,694.20
6,890,000	106,504.29	126,194.87	127,228.37	101,873.67	120,747.08	121,780.58	97,243.05	115,299.29	116,332.79	92,612.43	109,851.50
6,900,000	106,656.78	126,375.57	127,410.57	102,019.53	120,919.98	121,954.98	97,382.28	115,464.39	116,499.39	92,745.03	110,008.80

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
6,910,000	106,809.27	126,556.27	127,592.77	102,165.39	121,092.88	122,129.38	97,521.51	115,629.49	116,665.99	92,877.63	110,166.10
6,920,000	106,961.76	126,736.97	127,774.97	102,311.25	121,265.78	122,303.78	97,660.74	115,794.59	116,832.59	93,010.23	110,323.40
6,930,000	107,114.25	126,917.67	127,957.17	102,457.11	121,438.68	122,478.18	97,799.97	115,959.69	116,999.19	93,142.83	110,480.70
6,940,000	107,266.74	127,098.37	128,139.37	102,602.97	121,611.58	122,652.58	97,939.20	116,124.79	117,165.79	93,275.43	110,638.00
6,950,000	107,419.23	127,279.07	128,321.57	102,748.83	121,784.48	122,826.98	98,078.43	116,289.89	117,332.39	93,408.03	110,795.30
6,960,000	107,571.72	127,459.77	128,503.77	102,894.69	121,957.38	123,001.38	98,217.66	116,454.99	117,498.99	93,540.63	110,952.60
6,970,000	107,724.21	127,640.47	128,685.97	103,040.55	122,130.28	123,175.78	98,356.89	116,620.09	117,665.59	93,673.23	111,109.90
6,980,000	107,876.70	127,821.17	128,868.17	103,186.41	122,303.18	123,350.18	98,496.12	116,785.19	117,832.19	93,805.83	111,267.20
6,990,000	108,029.19	128,001.87	129,050.37	103,332.27	122,476.08	123,524.58	98,635.35	116,950.29	117,998.79	93,938.43	111,424.50
7,000,000	108,181.68	128,182.57	129,232.57	103,478.13	122,648.98	123,698.98	98,774.58	117,115.39	118,165.39	94,071.03	111,581.80
7,010,000	108,334.17	128,363.27	129,414.77	103,623.99	122,821.88	123,873.38	98,913.81	117,280.49	118,331.99	94,203.63	111,739.10
7,020,000	108,486.66	128,543.97	129,596.97	103,769.85	122,994.78	124,047.78	99,053.04	117,445.59	118,498.59	94,336.23	111,896.40
7,030,000	108,639.15	128,724.67	129,779.17	103,915.71	123,167.68	124,222.18	99,192.27	117,610.69	118,665.19	94,468.83	112,053.70
7,040,000	108,791.64	128,905.37	129,961.37	104,061.57	123,340.58	124,396.58	99,331.50	117,775.79	118,831.79	94,601.43	112,211.00
7,050,000	108,944.13	129,086.07	130,143.57	104,207.43	123,513.48	124,570.98	99,470.73	117,940.89	118,998.39	94,734.03	112,368.30
7,060,000	109,096.62	129,266.77	130,325.77	104,353.29	123,686.38	124,745.38	99,609.96	118,105.99	119,164.99	94,866.63	112,525.60
7,070,000	109,249.11	129,447.47	130,507.97	104,499.15	123,859.28	124,919.78	99,749.19	118,271.09	119,331.59	94,999.23	112,682.90
7,080,000	109,401.60	129,628.17	130,690.17	104,645.01	124,032.18	125,094.18	99,888.42	118,436.19	119,498.19	95,131.83	112,840.20
7,090,000	109,554.09	129,808.87	130,872.37	104,790.87	124,205.08	125,268.58	100,027.65	118,601.29	119,664.79	95,264.43	112,997.50
7,100,000	109,706.58	129,989.57	131,054.57	104,936.73	124,377.98	125,442.98	100,166.88	118,766.39	119,831.39	95,397.03	113,154.80
7,110,000	109,859.07	130,170.27	131,236.77	105,082.59	124,550.88	125,617.38	100,306.11	118,931.49	119,997.99	95,529.63	113,312.10
7,120,000	110,011.56	130,350.97	131,418.97	105,228.45	124,723.78	125,791.78	100,445.34	119,096.59	120,164.59	95,662.23	113,469.40
7,130,000	110,164.05	130,531.67	131,601.17	105,374.31	124,896.68	125,966.18	100,584.57	119,261.69	120,331.19	95,794.83	113,626.70
7,140,000	110,316.54	130,712.37	131,783.37	105,520.17	125,069.58	126,140.58	100,723.80	119,426.79	120,497.79	95,927.43	113,784.00
7,150,000	110,469.03	130,893.07	131,965.57	105,666.03	125,242.48	126,314.98	100,863.03	119,591.89	120,664.39	96,060.03	113,941.30
7,160,000	110,621.52	131,073.77	132,147.77	105,811.89	125,415.38	126,489.38	101,002.26	119,756.99	120,830.99	96,192.63	114,098.60
7,170,000	110,774.01	131,254.47	132,329.97	105,957.75	125,588.28	126,663.78	101,141.49	119,922.09	120,997.59	96,325.23	114,255.90
7,180,000	110,926.50	131,435.17	132,512.17	106,103.61	125,761.18	126,838.18	101,280.72	120,087.19	121,164.19	96,457.83	114,413.20
7,190,000	111,078.99	131,615.87	132,694.37	106,249.47	125,934.08	127,012.58	101,419.95	120,252.29	121,330.79	96,590.43	114,570.50
7,200,000	111,231.48	131,796.57	132,876.57	106,395.33	126,106.98	127,186.98	101,559.18	120,417.39	121,497.39	96,723.03	114,727.80
7,210,000	111,383.97	131,977.27	133,058.77	106,541.19	126,279.88	127,361.38	101,698.41	120,582.49	121,663.99	96,855.63	114,885.10
7,220,000	111,536.46	132,157.97	133,240.97	106,687.05	126,452.78	127,535.78	101,837.64	120,747.59	121,830.59	96,988.23	115,042.40
7,230,000	111,688.95	132,338.67	133,423.17	106,832.91	126,625.68	127,710.18	101,976.87	120,912.69	121,997.19	97,120.83	115,199.70
7,240,000	111,841.44	132,519.37	133,605.37	106,978.77	126,798.58	127,884.58	102,116.10	121,077.79	122,163.79	97,253.43	115,357.00
7,250,000	111,993.93	132,700.07	133,787.57	107,124.63	126,971.48	128,058.98	102,255.33	121,242.89	122,330.39	97,386.03	115,514.30

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
7,260,000	112,146.42	132,880.77	133,969.77	107,270.49	127,144.38	128,233.38	102,394.56	121,407.99	122,496.99	97,518.63	115,671.60
7,270,000	112,298.91	133,061.47	134,151.97	107,416.35	127,317.28	128,407.78	102,533.79	121,573.09	122,663.59	97,651.23	115,828.90
7,280,000	112,451.40	133,242.17	134,334.17	107,562.21	127,490.18	128,582.18	102,673.02	121,738.19	122,830.19	97,783.83	115,986.20
7,290,000	112,603.89	133,422.87	134,516.37	107,708.07	127,663.08	128,756.58	102,812.25	121,903.29	122,996.79	97,916.43	116,143.50
7,300,000	112,756.38	133,603.57	134,698.57	107,853.93	127,835.98	128,930.98	102,951.48	122,068.39	123,163.39	98,049.03	116,300.80
7,310,000	112,908.87	133,784.27	134,880.77	107,999.79	128,008.88	129,105.38	103,090.71	122,233.49	123,329.99	98,181.63	116,458.10
7,320,000	113,061.36	133,964.97	135,062.97	108,145.65	128,181.78	129,279.78	103,229.94	122,398.59	123,496.59	98,314.23	116,615.40
7,330,000	113,213.85	134,145.67	135,245.17	108,291.51	128,354.68	129,454.18	103,369.17	122,563.69	123,663.19	98,446.83	116,772.70
7,340,000	113,366.34	134,326.37	135,427.37	108,437.37	128,527.58	129,628.58	103,508.40	122,728.79	123,829.79	98,579.43	116,930.00
7,350,000	113,518.83	134,507.07	135,609.57	108,583.23	128,700.48	129,802.98	103,647.63	122,893.89	123,996.39	98,712.03	117,087.30
7,360,000	113,671.32	134,687.77	135,791.77	108,729.09	128,873.38	129,977.38	103,786.86	123,058.99	124,162.99	98,844.63	117,244.60
7,370,000	113,823.81	134,868.47	135,973.97	108,874.95	129,046.28	130,151.78	103,926.09	123,224.09	124,329.59	98,977.23	117,401.90
7,380,000	113,976.30	135,049.17	136,156.17	109,020.81	129,219.18	130,326.18	104,065.32	123,389.19	124,496.19	99,109.83	117,559.20
7,390,000	114,128.79	135,229.87	136,338.37	109,166.67	129,392.08	130,500.58	104,204.55	123,554.29	124,662.79	99,242.43	117,716.50
7,400,000	114,281.28	135,410.57	136,520.57	109,312.53	129,564.98	130,674.98	104,343.78	123,719.39	124,829.39	99,375.03	117,873.80
7,410,000	114,433.77	135,591.27	136,702.77	109,458.39	129,737.88	130,849.38	104,483.01	123,884.49	124,995.99	99,507.63	118,031.10
7,420,000	114,586.26	135,771.97	136,884.97	109,604.25	129,910.78	131,023.78	104,622.24	124,049.59	125,162.59	99,640.23	118,188.40
7,430,000	114,738.75	135,952.67	137,067.17	109,750.11	130,083.68	131,198.18	104,761.47	124,214.69	125,329.19	99,772.83	118,345.70
7,440,000	114,891.24	136,133.37	137,249.37	109,895.97	130,256.58	131,372.58	104,900.70	124,379.79	125,495.79	99,905.43	118,503.00
7,450,000	115,043.73	136,314.07	137,431.57	110,041.83	130,429.48	131,546.98	105,039.93	124,544.89	125,662.39	100,038.03	118,660.30
7,460,000	115,196.22	136,494.77	137,613.77	110,187.69	130,602.38	131,721.38	105,179.16	124,709.99	125,828.99	100,170.63	118,817.60
7,470,000	115,348.71	136,675.47	137,795.97	110,333.55	130,775.28	131,895.78	105,318.39	124,875.09	125,995.59	100,303.23	118,974.90
7,480,000	115,501.20	136,856.17	137,978.17	110,479.41	130,948.18	132,070.18	105,457.62	125,040.19	126,162.19	100,435.83	119,132.20
7,490,000	115,653.69	137,036.87	138,160.37	110,625.27	131,121.08	132,244.58	105,596.85	125,205.29	126,328.79	100,568.43	119,289.50
7,500,000	115,806.18	137,217.57	138,342.57	110,771.13	131,293.98	132,418.98	105,736.08	125,370.39	126,495.39	100,701.03	119,446.80
7,510,000	115,958.67	137,398.27	138,524.77	110,916.99	131,466.88	132,593.38	105,875.31	125,535.49	126,661.99	100,833.63	119,604.10
7,520,000	116,111.16	137,578.97	138,706.97	111,062.85	131,639.78	132,767.78	106,014.54	125,700.59	126,828.59	100,966.23	119,761.40
7,530,000	116,263.65	137,759.67	138,889.17	111,208.71	131,812.68	132,942.18	106,153.77	125,865.69	126,995.19	101,098.83	119,918.70
7,540,000	116,416.14	137,940.37	139,071.37	111,354.57	131,985.58	133,116.58	106,293.00	126,030.79	127,161.79	101,231.43	120,076.00
7,550,000	116,568.63	138,121.07	139,253.57	111,500.43	132,158.48	133,290.98	106,432.23	126,195.89	127,328.39	101,364.03	120,233.30
7,560,000	116,721.12	138,301.77	139,435.77	111,646.29	132,331.38	133,465.38	106,571.46	126,360.99	127,494.99	101,496.63	120,390.60
7,570,000	116,873.61	138,482.47	139,617.97	111,792.15	132,504.28	133,639.78	106,710.69	126,526.09	127,661.59	101,629.23	120,547.90
7,580,000	117,026.10	138,663.17	139,800.17	111,938.01	132,677.18	133,814.18	106,849.92	126,691.19	127,828.19	101,761.83	120,705.20
7,590,000	117,178.59	138,843.87	139,982.37	112,083.87	132,850.08	133,988.58	106,989.15	126,856.29	127,994.79	101,894.43	120,862.50
7,600,000	117,331.08	139,024.57	140,164.57	112,229.73	133,022.98	134,162.98	107,128.38	127,021.39	128,161.39	102,027.03	121,019.80

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
7,610,000	117,483.57	139,205.27	140,346.77	112,375.59	133,195.88	134,337.38	107,267.61	127,186.49	128,327.99	102,159.63	121,177.10
7,620,000	117,636.06	139,385.97	140,528.97	112,521.45	133,368.78	134,511.78	107,406.84	127,351.59	128,494.59	102,292.23	121,334.40
7,630,000	117,788.55	139,566.67	140,711.17	112,667.31	133,541.68	134,686.18	107,546.07	127,516.69	128,661.19	102,424.83	121,491.70
7,640,000	117,941.04	139,747.37	140,893.37	112,813.17	133,714.58	134,860.58	107,685.30	127,681.79	128,827.79	102,557.43	121,649.00
7,650,000	118,093.53	139,928.07	141,075.57	112,959.03	133,887.48	135,034.98	107,824.53	127,846.89	128,994.39	102,690.03	121,806.30
7,660,000	118,246.02	140,108.77	141,257.77	113,104.89	134,060.38	135,209.38	107,963.76	128,011.99	129,160.99	102,822.63	121,963.60
7,670,000	118,398.51	140,289.47	141,439.97	113,250.75	134,233.28	135,383.78	108,102.99	128,177.09	129,327.59	102,955.23	122,120.90
7,680,000	118,551.00	140,470.17	141,622.17	113,396.61	134,406.18	135,558.18	108,242.22	128,342.19	129,494.19	103,087.83	122,278.20
7,690,000	118,703.49	140,650.87	141,804.37	113,542.47	134,579.08	135,732.58	108,381.45	128,507.29	129,660.79	103,220.43	122,435.50
7,700,000	118,855.98	140,831.57	141,986.57	113,688.33	134,751.98	135,906.98	108,520.68	128,672.39	129,827.39	103,353.03	122,592.80
7,710,000	119,008.47	141,012.27	142,168.77	113,834.19	134,924.88	136,081.38	108,659.91	128,837.49	129,993.99	103,485.63	122,750.10
7,720,000	119,160.96	141,192.97	142,350.97	113,980.05	135,097.78	136,255.78	108,799.14	129,002.59	130,160.59	103,618.23	122,907.40
7,730,000	119,313.45	141,373.67	142,533.17	114,125.91	135,270.68	136,430.18	108,938.37	129,167.69	130,327.19	103,750.83	123,064.70
7,740,000	119,465.94	141,554.37	142,715.37	114,271.77	135,443.58	136,604.58	109,077.60	129,332.79	130,493.79	103,883.43	123,222.00
7,750,000	119,618.43	141,735.07	142,897.57	114,417.63	135,616.48	136,778.98	109,216.83	129,497.89	130,660.39	104,016.03	123,379.30
7,760,000	119,770.92	141,915.77	143,079.77	114,563.49	135,789.38	136,953.38	109,356.06	129,662.99	130,826.99	104,148.63	123,536.60
7,770,000	119,923.41	142,096.47	143,261.97	114,709.35	135,962.28	137,127.78	109,495.29	129,828.09	130,993.59	104,281.23	123,693.90
7,780,000	120,075.90	142,277.17	143,444.17	114,855.21	136,135.18	137,302.18	109,634.52	129,993.19	131,160.19	104,413.83	123,851.20
7,790,000	120,228.39	142,457.87	143,626.37	115,001.07	136,308.08	137,476.58	109,773.75	130,158.29	131,326.79	104,546.43	124,008.50
7,800,000	120,380.88	142,638.57	143,808.57	115,146.93	136,480.98	137,650.98	109,912.98	130,323.39	131,493.39	104,679.03	124,165.80
7,810,000	120,533.37	142,819.27	143,990.77	115,292.79	136,653.88	137,825.38	110,052.21	130,488.49	131,659.99	104,811.63	124,323.10
7,820,000	120,685.86	142,999.97	144,172.97	115,438.65	136,826.78	137,999.78	110,191.44	130,653.59	131,826.59	104,944.23	124,480.40
7,830,000	120,838.35	143,180.67	144,355.17	115,584.51	136,999.68	138,174.18	110,330.67	130,818.69	131,993.19	105,076.83	124,637.70
7,840,000	120,990.84	143,361.37	144,537.37	115,730.37	137,172.58	138,348.58	110,469.90	130,983.79	132,159.79	105,209.43	124,795.00
7,850,000	121,143.33	143,542.07	144,719.57	115,876.23	137,345.48	138,522.98	110,609.13	131,148.89	132,326.39	105,342.03	124,952.30
7,860,000	121,295.82	143,722.77	144,901.77	116,022.09	137,518.38	138,697.38	110,748.36	131,313.99	132,492.99	105,474.63	125,109.60
7,870,000	121,448.31	143,903.47	145,083.97	116,167.95	137,691.28	138,871.78	110,887.59	131,479.09	132,659.59	105,607.23	125,266.90
7,880,000	121,600.80	144,084.17	145,266.17	116,313.81	137,864.18	139,046.18	111,026.82	131,644.19	132,826.19	105,739.83	125,424.20
7,890,000	121,753.29	144,264.87	145,448.37	116,459.67	138,037.08	139,220.58	111,166.05	131,809.29	132,992.79	105,872.43	125,581.50
7,900,000	121,905.78	144,445.57	145,630.57	116,605.53	138,209.98	139,394.98	111,305.28	131,974.39	133,159.39	106,005.03	125,738.80
7,910,000	122,058.27	144,626.27	145,812.77	116,751.39	138,382.88	139,569.38	111,444.51	132,139.49	133,325.99	106,137.63	125,896.10
7,920,000	122,210.76	144,806.97	145,994.97	116,897.25	138,555.78	139,743.78	111,583.74	132,304.59	133,492.59	106,270.23	126,053.40
7,930,000	122,363.25	144,987.67	146,177.17	117,043.11	138,728.68	139,918.18	111,722.97	132,469.69	133,659.19	106,402.83	126,210.70
7,940,000	122,515.74	145,168.37	146,359.37	117,188.97	138,901.58	140,092.58	111,862.20	132,634.79	133,825.79	106,535.43	126,368.00
7,950,000	122,668.23	145,349.07	146,541.57	117,334.83	139,074.48	140,266.98	112,001.43	132,799.89	133,992.39	106,668.03	126,525.30

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
7,960,000	122,820.72	145,529.77	146,723.77	117,480.69	139,247.38	140,441.38	112,140.66	132,964.99	134,158.99	106,800.63	126,682.60
7,970,000	122,973.21	145,710.47	146,905.97	117,626.55	139,420.28	140,615.78	112,279.89	133,130.09	134,325.59	106,933.23	126,839.90
7,980,000	123,125.70	145,891.17	147,088.17	117,772.41	139,593.18	140,790.18	112,419.12	133,295.19	134,492.19	107,065.83	126,997.20
7,990,000	123,278.19	146,071.87	147,270.37	117,918.27	139,766.08	140,964.58	112,558.35	133,460.29	134,658.79	107,198.43	127,154.50
8,000,000	123,430.68	146,252.57	147,452.57	118,064.13	139,938.98	141,138.98	112,697.58	133,625.39	134,825.39	107,331.03	127,311.80
8,010,000	123,583.17	146,433.27	147,634.77	118,209.99	140,111.88	141,313.38	112,836.81	133,790.49	134,991.99	107,463.63	127,469.10
8,020,000	123,735.66	146,613.97	147,816.97	118,355.85	140,284.78	141,487.78	112,976.04	133,955.59	135,158.59	107,596.23	127,626.40
8,030,000	123,888.15	146,794.67	147,999.17	118,501.71	140,457.68	141,662.18	113,115.27	134,120.69	135,325.19	107,728.83	127,783.70
8,040,000	124,040.64	146,975.37	148,181.37	118,647.57	140,630.58	141,836.58	113,254.50	134,285.79	135,491.79	107,861.43	127,941.00
8,050,000	124,193.13	147,156.07	148,363.57	118,793.43	140,803.48	142,010.98	113,393.73	134,450.89	135,658.39	107,994.03	128,098.30
8,060,000	124,345.62	147,336.77	148,545.77	118,939.29	140,976.38	142,185.38	113,532.96	134,615.99	135,824.99	108,126.63	128,255.60
8,070,000	124,498.11	147,517.47	148,727.97	119,085.15	141,149.28	142,359.78	113,672.19	134,781.09	135,991.59	108,259.23	128,412.90
8,080,000	124,650.60	147,698.17	148,910.17	119,231.01	141,322.18	142,534.18	113,811.42	134,946.19	136,158.19	108,391.83	128,570.20
8,090,000	124,803.09	147,878.87	149,092.37	119,376.87	141,495.08	142,708.58	113,950.65	135,111.29	136,324.79	108,524.43	128,727.50
8,100,000	124,955.58	148,059.57	149,274.57	119,522.73	141,667.98	142,882.98	114,089.88	135,276.39	136,491.39	108,657.03	128,884.80
8,110,000	125,108.07	148,240.27	149,456.77	119,668.59	141,840.88	143,057.38	114,229.11	135,441.49	136,657.99	108,789.63	129,042.10
8,120,000	125,260.56	148,420.97	149,638.97	119,814.45	142,013.78	143,231.78	114,368.34	135,606.59	136,824.59	108,922.23	129,199.40
8,130,000	125,413.05	148,601.67	149,821.17	119,960.31	142,186.68	143,406.18	114,507.57	135,771.69	136,991.19	109,054.83	129,356.70
8,140,000	125,565.54	148,782.37	150,003.37	120,106.17	142,359.58	143,580.58	114,646.80	135,936.79	137,157.79	109,187.43	129,514.00
8,150,000	125,718.03	148,963.07	150,185.57	120,252.03	142,532.48	143,754.98	114,786.03	136,101.89	137,324.39	109,320.03	129,671.30
8,160,000	125,870.52	149,143.77	150,367.77	120,397.89	142,705.38	143,929.38	114,925.26	136,266.99	137,490.99	109,452.63	129,828.60
8,170,000	126,023.01	149,324.47	150,549.97	120,543.75	142,878.28	144,103.78	115,064.49	136,432.09	137,657.59	109,585.23	129,985.90
8,180,000	126,175.50	149,505.17	150,732.17	120,689.61	143,051.18	144,278.18	115,203.72	136,597.19	137,824.19	109,717.83	130,143.20
8,190,000	126,327.99	149,685.87	150,914.37	120,835.47	143,224.08	144,452.58	115,342.95	136,762.29	137,990.79	109,850.43	130,300.50
8,200,000	126,480.48	149,866.57	151,096.57	120,981.33	143,396.98	144,626.98	115,482.18	136,927.39	138,157.39	109,983.03	130,457.80
8,210,000	126,632.97	150,047.27	151,278.77	121,127.19	143,569.88	144,801.38	115,621.41	137,092.49	138,323.99	110,115.63	130,615.10
8,220,000	126,785.46	150,227.97	151,460.97	121,273.05	143,742.78	144,975.78	115,760.64	137,257.59	138,490.59	110,248.23	130,772.40
8,230,000	126,937.95	150,408.67	151,643.17	121,418.91	143,915.68	145,150.18	115,899.87	137,422.69	138,657.19	110,380.83	130,929.70
8,240,000	127,090.44	150,589.37	151,825.37	121,564.77	144,088.58	145,324.58	116,039.10	137,587.79	138,823.79	110,513.43	131,087.00
8,250,000	127,242.93	150,770.07	152,007.57	121,710.63	144,261.48	145,498.98	116,178.33	137,752.89	138,990.39	110,646.03	131,244.30
8,260,000	127,395.42	150,950.77	152,189.77	121,856.49	144,434.38	145,673.38	116,317.56	137,917.99	139,156.99	110,778.63	131,401.60
8,270,000	127,547.91	151,131.47	152,371.97	122,002.35	144,607.28	145,847.78	116,456.79	138,083.09	139,323.59	110,911.23	131,558.90
8,280,000	127,700.40	151,312.17	152,554.17	122,148.21	144,780.18	146,022.18	116,596.02	138,248.19	139,490.19	111,043.83	131,716.20
8,290,000	127,852.89	151,492.87	152,736.37	122,294.07	144,953.08	146,196.58	116,735.25	138,413.29	139,656.79	111,176.43	131,873.50
8,300,000	128,005.38	151,673.57	152,918.57	122,439.93	145,125.98	146,370.98	116,874.48	138,578.39	139,823.39	111,309.03	132,030.80

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
8,310,000	128,157.87	151,854.27	153,100.77	122,585.79	145,298.88	146,545.38	117,013.71	138,743.49	139,989.99	111,441.63	132,188.10
8,320,000	128,310.36	152,034.97	153,282.97	122,731.65	145,471.78	146,719.78	117,152.94	138,908.59	140,156.59	111,574.23	132,345.40
8,330,000	128,462.85	152,215.67	153,465.17	122,877.51	145,644.68	146,894.18	117,292.17	139,073.69	140,323.19	111,706.83	132,502.70
8,340,000	128,615.34	152,396.37	153,647.37	123,023.37	145,817.58	147,068.58	117,431.40	139,238.79	140,489.79	111,839.43	132,660.00
8,350,000	128,767.83	152,577.07	153,829.57	123,169.23	145,990.48	147,242.98	117,570.63	139,403.89	140,656.39	111,972.03	132,817.30
8,360,000	128,920.32	152,757.77	154,011.77	123,315.09	146,163.38	147,417.38	117,709.86	139,568.99	140,822.99	112,104.63	132,974.60
8,370,000	129,072.81	152,938.47	154,193.97	123,460.95	146,336.28	147,591.78	117,849.09	139,734.09	140,989.59	112,237.23	133,131.90
8,380,000	129,225.30	153,119.17	154,376.17	123,606.81	146,509.18	147,766.18	117,988.32	139,899.19	141,156.19	112,369.83	133,289.20
8,390,000	129,377.79	153,299.87	154,558.37	123,752.67	146,682.08	147,940.58	118,127.55	140,064.29	141,322.79	112,502.43	133,446.50
8,400,000	129,530.28	153,480.57	154,740.57	123,898.53	146,854.98	148,114.98	118,266.78	140,229.39	141,489.39	112,635.03	133,603.80
8,410,000	129,682.77	153,661.27	154,922.77	124,044.39	147,027.88	148,289.38	118,406.01	140,394.49	141,655.99	112,767.63	133,761.10
8,420,000	129,835.26	153,841.97	155,104.97	124,190.25	147,200.78	148,463.78	118,545.24	140,559.59	141,822.59	112,900.23	133,918.40
8,430,000	129,987.75	154,022.67	155,287.17	124,336.11	147,373.68	148,638.18	118,684.47	140,724.69	141,989.19	113,032.83	134,075.70
8,440,000	130,140.24	154,203.37	155,469.37	124,481.97	147,546.58	148,812.58	118,823.70	140,889.79	142,155.79	113,165.43	134,233.00
8,450,000	130,292.73	154,384.07	155,651.57	124,627.83	147,719.48	148,986.98	118,962.93	141,054.89	142,322.39	113,298.03	134,390.30
8,460,000	130,445.22	154,564.77	155,833.77	124,773.69	147,892.38	149,161.38	119,102.16	141,219.99	142,488.99	113,430.63	134,547.60
8,470,000	130,597.71	154,745.47	156,015.97	124,919.55	148,065.28	149,335.78	119,241.39	141,385.09	142,655.59	113,563.23	134,704.90
8,480,000	130,750.20	154,926.17	156,198.17	125,065.41	148,238.18	149,510.18	119,380.62	141,550.19	142,822.19	113,695.83	134,862.20
8,490,000	130,902.69	155,106.87	156,380.37	125,211.27	148,411.08	149,684.58	119,519.85	141,715.29	142,988.79	113,828.43	135,019.50
8,500,000	131,055.18	155,287.57	156,562.57	125,357.13	148,583.98	149,858.98	119,659.08	141,880.39	143,155.39	113,961.03	135,176.80
8,510,000	131,207.67	155,468.27	156,744.77	125,502.99	148,756.88	150,033.38	119,798.31	142,045.49	143,321.99	114,093.63	135,334.10
8,520,000	131,360.16	155,648.97	156,926.97	125,648.85	148,929.78	150,207.78	119,937.54	142,210.59	143,488.59	114,226.23	135,491.40
8,530,000	131,512.65	155,829.67	157,109.17	125,794.71	149,102.68	150,382.18	120,076.77	142,375.69	143,655.19	114,358.83	135,648.70
8,540,000	131,665.14	156,010.37	157,291.37	125,940.57	149,275.58	150,556.58	120,216.00	142,540.79	143,821.79	114,491.43	135,806.00
8,550,000	131,817.63	156,191.07	157,473.57	126,086.43	149,448.48	150,730.98	120,355.23	142,705.89	143,988.39	114,624.03	135,963.30
8,560,000	131,970.12	156,371.77	157,655.77	126,232.29	149,621.38	150,905.38	120,494.46	142,870.99	144,154.99	114,756.63	136,120.60
8,570,000	132,122.61	156,552.47	157,837.97	126,378.15	149,794.28	151,079.78	120,633.69	143,036.09	144,321.59	114,889.23	136,277.90
8,580,000	132,275.10	156,733.17	158,020.17	126,524.01	149,967.18	151,254.18	120,772.92	143,201.19	144,488.19	115,021.83	136,435.20
8,590,000	132,427.59	156,913.87	158,202.37	126,669.87	150,140.08	151,428.58	120,912.15	143,366.29	144,654.79	115,154.43	136,592.50
8,600,000	132,580.08	157,094.57	158,384.57	126,815.73	150,312.98	151,602.98	121,051.38	143,531.39	144,821.39	115,287.03	136,749.80
8,610,000	132,732.57	157,275.27	158,566.77	126,961.59	150,485.88	151,777.38	121,190.61	143,696.49	144,987.99	115,419.63	136,907.10
8,620,000	132,885.06	157,455.97	158,748.97	127,107.45	150,658.78	151,951.78	121,329.84	143,861.59	145,154.59	115,552.23	137,064.40
8,630,000	133,037.55	157,636.67	158,931.17	127,253.31	150,831.68	152,126.18	121,469.07	144,026.69	145,321.19	115,684.83	137,221.70
8,640,000	133,190.04	157,817.37	159,113.37	127,399.17	151,004.58	152,300.58	121,608.30	144,191.79	145,487.79	115,817.43	137,379.00
8,650,000	133,342.53	157,998.07	159,295.57	127,545.03	151,177.48	152,474.98	121,747.53	144,356.89	145,654.39	115,950.03	137,536.30

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
8,660,000	133,495.02	158,178.77	159,477.77	127,690.89	151,350.38	152,649.38	121,886.76	144,521.99	145,820.99	116,082.63	137,693.60
8,670,000	133,647.51	158,359.47	159,659.97	127,836.75	151,523.28	152,823.78	122,025.99	144,687.09	145,987.59	116,215.23	137,850.90
8,680,000	133,800.00	158,540.17	159,842.17	127,982.61	151,696.18	152,998.18	122,165.22	144,852.19	146,154.19	116,347.83	138,008.20
8,690,000	133,952.49	158,720.87	160,024.37	128,128.47	151,869.08	153,172.58	122,304.45	145,017.29	146,320.79	116,480.43	138,165.50
8,700,000	134,104.98	158,901.57	160,206.57	128,274.33	152,041.98	153,346.98	122,443.68	145,182.39	146,487.39	116,613.03	138,322.80
8,710,000	134,257.47	159,082.27	160,388.77	128,420.19	152,214.88	153,521.38	122,582.91	145,347.49	146,653.99	116,745.63	138,480.10
8,720,000	134,409.96	159,262.97	160,570.97	128,566.05	152,387.78	153,695.78	122,722.14	145,512.59	146,820.59	116,878.23	138,637.40
8,730,000	134,562.45	159,443.67	160,753.17	128,711.91	152,560.68	153,870.18	122,861.37	145,677.69	146,987.19	117,010.83	138,794.70
8,740,000	134,714.94	159,624.37	160,935.37	128,857.77	152,733.58	154,044.58	123,000.60	145,842.79	147,153.79	117,143.43	138,952.00
8,750,000	134,867.43	159,805.07	161,117.57	129,003.63	152,906.48	154,218.98	123,139.83	146,007.89	147,320.39	117,276.03	139,109.30
8,760,000	135,019.92	159,985.77	161,299.77	129,149.49	153,079.38	154,393.38	123,279.06	146,172.99	147,486.99	117,408.63	139,266.60
8,770,000	135,172.41	160,166.47	161,481.97	129,295.35	153,252.28	154,567.78	123,418.29	146,338.09	147,653.59	117,541.23	139,423.90
8,780,000	135,324.90	160,347.17	161,664.17	129,441.21	153,425.18	154,742.18	123,557.52	146,503.19	147,820.19	117,673.83	139,581.20
8,790,000	135,477.39	160,527.87	161,846.37	129,587.07	153,598.08	154,916.58	123,696.75	146,668.29	147,986.79	117,806.43	139,738.50
8,800,000	135,629.88	160,708.57	162,028.57	129,732.93	153,770.98	155,090.98	123,835.98	146,833.39	148,153.39	117,939.03	139,895.80
8,810,000	135,782.37	160,889.27	162,210.77	129,878.79	153,943.88	155,265.38	123,975.21	146,998.49	148,319.99	118,071.63	140,053.10
8,820,000	135,934.86	161,069.97	162,392.97	130,024.65	154,116.78	155,439.78	124,114.44	147,163.59	148,486.59	118,204.23	140,210.40
8,830,000	136,087.35	161,250.67	162,575.17	130,170.51	154,289.68	155,614.18	124,253.67	147,328.69	148,653.19	118,336.83	140,367.70
8,840,000	136,239.84	161,431.37	162,757.37	130,316.37	154,462.58	155,788.58	124,392.90	147,493.79	148,819.79	118,469.43	140,525.00
8,850,000	136,392.33	161,612.07	162,939.57	130,462.23	154,635.48	155,962.98	124,532.13	147,658.89	148,986.39	118,602.03	140,682.30
8,860,000	136,544.82	161,792.77	163,121.77	130,608.09	154,808.38	156,137.38	124,671.36	147,823.99	149,152.99	118,734.63	140,839.60
8,870,000	136,697.31	161,973.47	163,303.97	130,753.95	154,981.28	156,311.78	124,810.59	147,989.09	149,319.59	118,867.23	140,996.90
8,880,000	136,849.80	162,154.17	163,486.17	130,899.81	155,154.18	156,486.18	124,949.82	148,154.19	149,486.19	118,999.83	141,154.20
8,890,000	137,002.29	162,334.87	163,668.37	131,045.67	155,327.08	156,660.58	125,089.05	148,319.29	149,652.79	119,132.43	141,311.50
8,900,000	137,154.78	162,515.57	163,850.57	131,191.53	155,499.98	156,834.98	125,228.28	148,484.39	149,819.39	119,265.03	141,468.80
8,910,000	137,307.27	162,696.27	164,032.77	131,337.39	155,672.88	157,009.38	125,367.51	148,649.49	149,985.99	119,397.63	141,626.10
8,920,000	137,459.76	162,876.97	164,214.97	131,483.25	155,845.78	157,183.78	125,506.74	148,814.59	150,152.59	119,530.23	141,783.40
8,930,000	137,612.25	163,057.67	164,397.17	131,629.11	156,018.68	157,358.18	125,645.97	148,979.69	150,319.19	119,662.83	141,940.70
8,940,000	137,764.74	163,238.37	164,579.37	131,774.97	156,191.58	157,532.58	125,785.20	149,144.79	150,485.79	119,795.43	142,098.00
8,950,000	137,917.23	163,419.07	164,761.57	131,920.83	156,364.48	157,706.98	125,924.43	149,309.89	150,652.39	119,928.03	142,255.30
8,960,000	138,069.72	163,599.77	164,943.77	132,066.69	156,537.38	157,881.38	126,063.66	149,474.99	150,818.99	120,060.63	142,412.60
8,970,000	138,222.21	163,780.47	165,125.97	132,212.55	156,710.28	158,055.78	126,202.89	149,640.09	150,985.59	120,193.23	142,569.90
8,980,000	138,374.70	163,961.17	165,308.17	132,358.41	156,883.18	158,230.18	126,342.12	149,805.19	151,152.19	120,325.83	142,727.20
8,990,000	138,527.19	164,141.87	165,490.37	132,504.27	157,056.08	158,404.58	126,481.35	149,970.29	151,318.79	120,458.43	142,884.50
9,000,000	138,679.68	164,322.57	165,672.57	132,650.13	157,228.98	158,578.98	126,620.58	150,135.39	151,485.39	120,591.03	143,041.80

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
9,010,000	138,832.17	164,503.27	165,854.77	132,795.99	157,401.88	158,753.38	126,759.81	150,300.49	151,651.99	120,723.63	143,199.10
9,020,000	138,984.66	164,683.97	166,036.97	132,941.85	157,574.78	158,927.78	126,899.04	150,465.59	151,818.59	120,856.23	143,356.40
9,030,000	139,137.15	164,864.67	166,219.17	133,087.71	157,747.68	159,102.18	127,038.27	150,630.69	151,985.19	120,988.83	143,513.70
9,040,000	139,289.64	165,045.37	166,401.37	133,233.57	157,920.58	159,276.58	127,177.50	150,795.79	152,151.79	121,121.43	143,671.00
9,050,000	139,442.13	165,226.07	166,583.57	133,379.43	158,093.48	159,450.98	127,316.73	150,960.89	152,318.39	121,254.03	143,828.30
9,060,000	139,594.62	165,406.77	166,765.77	133,525.29	158,266.38	159,625.38	127,455.96	151,125.99	152,484.99	121,386.63	143,985.60
9,070,000	139,747.11	165,587.47	166,947.97	133,671.15	158,439.28	159,799.78	127,595.19	151,291.09	152,651.59	121,519.23	144,142.90
9,080,000	139,899.60	165,768.17	167,130.17	133,817.01	158,612.18	159,974.18	127,734.42	151,456.19	152,818.19	121,651.83	144,300.20
9,090,000	140,052.09	165,948.87	167,312.37	133,962.87	158,785.08	160,148.58	127,873.65	151,621.29	152,984.79	121,784.43	144,457.50
9,100,000	140,204.58	166,129.57	167,494.57	134,108.73	158,957.98	160,322.98	128,012.88	151,786.39	153,151.39	121,917.03	144,614.80
9,110,000	140,357.07	166,310.27	167,676.77	134,254.59	159,130.88	160,497.38	128,152.11	151,951.49	153,317.99	122,049.63	144,772.10
9,120,000	140,509.56	166,490.97	167,858.97	134,400.45	159,303.78	160,671.78	128,291.34	152,116.59	153,484.59	122,182.23	144,929.40
9,130,000	140,662.05	166,671.67	168,041.17	134,546.31	159,476.68	160,846.18	128,430.57	152,281.69	153,651.19	122,314.83	145,086.70
9,140,000	140,814.54	166,852.37	168,223.37	134,692.17	159,649.58	161,020.58	128,569.80	152,446.79	153,817.79	122,447.43	145,244.00
9,150,000	140,967.03	167,033.07	168,405.57	134,838.03	159,822.48	161,194.98	128,709.03	152,611.89	153,984.39	122,580.03	145,401.30
9,160,000	141,119.52	167,213.77	168,587.77	134,983.89	159,995.38	161,369.38	128,848.26	152,776.99	154,150.99	122,712.63	145,558.60
9,170,000	141,272.01	167,394.47	168,769.97	135,129.75	160,168.28	161,543.78	128,987.49	152,942.09	154,317.59	122,845.23	145,715.90
9,180,000	141,424.50	167,575.17	168,952.17	135,275.61	160,341.18	161,718.18	129,126.72	153,107.19	154,484.19	122,977.83	145,873.20
9,190,000	141,576.99	167,755.87	169,134.37	135,421.47	160,514.08	161,892.58	129,265.95	153,272.29	154,650.79	123,110.43	146,030.50
9,200,000	141,729.48	167,936.57	169,316.57	135,567.33	160,686.98	162,066.98	129,405.18	153,437.39	154,817.39	123,243.03	146,187.80
9,210,000	141,881.97	168,117.27	169,498.77	135,713.19	160,859.88	162,241.38	129,544.41	153,602.49	154,983.99	123,375.63	146,345.10
9,220,000	142,034.46	168,297.97	169,680.97	135,859.05	161,032.78	162,415.78	129,683.64	153,767.59	155,150.59	123,508.23	146,502.40
9,230,000	142,186.95	168,478.67	169,863.17	136,004.91	161,205.68	162,590.18	129,822.87	153,932.69	155,317.19	123,640.83	146,659.70
9,240,000	142,339.44	168,659.37	170,045.37	136,150.77	161,378.58	162,764.58	129,962.10	154,097.79	155,483.79	123,773.43	146,817.00
9,250,000	142,491.93	168,840.07	170,227.57	136,296.63	161,551.48	162,938.98	130,101.33	154,262.89	155,650.39	123,906.03	146,974.30
9,260,000	142,644.42	169,020.77	170,409.77	136,442.49	161,724.38	163,113.38	130,240.56	154,427.99	155,816.99	124,038.63	147,131.60
9,270,000	142,796.91	169,201.47	170,591.97	136,588.35	161,897.28	163,287.78	130,379.79	154,593.09	155,983.59	124,171.23	147,288.90
9,280,000	142,949.40	169,382.17	170,774.17	136,734.21	162,070.18	163,462.18	130,519.02	154,758.19	156,150.19	124,303.83	147,446.20
9,290,000	143,101.89	169,562.87	170,956.37	136,880.07	162,243.08	163,636.58	130,658.25	154,923.29	156,316.79	124,436.43	147,603.50
9,300,000	143,254.38	169,743.57	171,138.57	137,025.93	162,415.98	163,810.98	130,797.48	155,088.39	156,483.39	124,569.03	147,760.80
9,310,000	143,406.87	169,924.27	171,320.77	137,171.79	162,588.88	163,985.38	130,936.71	155,253.49	156,649.99	124,701.63	147,918.10
9,320,000	143,559.36	170,104.97	171,502.97	137,317.65	162,761.78	164,159.78	131,075.94	155,418.59	156,816.59	124,834.23	148,075.40
9,330,000	143,711.85	170,285.67	171,685.17	137,463.51	162,934.68	164,334.18	131,215.17	155,583.69	156,983.19	124,966.83	148,232.70
9,340,000	143,864.34	170,466.37	171,867.37	137,609.37	163,107.58	164,508.58	131,354.40	155,748.79	157,149.79	125,099.43	148,390.00
9,350,000	144,016.83	170,647.07	172,049.57	137,755.23	163,280.48	164,682.98	131,493.63	155,913.89	157,316.39	125,232.03	148,547.30

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Permit Fee Others	Without Energy & Disabled Acces P. C. Fee	Permit R- Occup.
9,360,000	144,169.32	170,827.77	172,231.77	137,901.09	163,453.38	164,857.38	131,632.86	156,078.99	157,482.99	125,364.63	148,704.60
9,370,000	144,321.81	171,008.47	172,413.97	138,046.95	163,626.28	165,031.78	131,772.09	156,244.09	157,649.59	125,497.23	148,861.90
9,380,000	144,474.30	171,189.17	172,596.17	138,192.81	163,799.18	165,206.18	131,911.32	156,409.19	157,816.19	125,629.83	149,019.20
9,390,000	144,626.79	171,369.87	172,778.37	138,338.67	163,972.08	165,380.58	132,050.55	156,574.29	157,982.79	125,762.43	149,176.50
9,400,000	144,779.28	171,550.57	172,960.57	138,484.53	164,144.98	165,554.98	132,189.78	156,739.39	158,149.39	125,895.03	149,333.80
9,410,000	144,931.77	171,731.27	173,142.77	138,630.39	164,317.88	165,729.38	132,329.01	156,904.49	158,315.99	126,027.63	149,491.10
9,420,000	145,084.26	171,911.97	173,324.97	138,776.25	164,490.78	165,903.78	132,468.24	157,069.59	158,482.59	126,160.23	149,648.40
9,430,000	145,236.75	172,092.67	173,507.17	138,922.11	164,663.68	166,078.18	132,607.47	157,234.69	158,649.19	126,292.83	149,805.70
9,440,000	145,389.24	172,273.37	173,689.37	139,067.97	164,836.58	166,252.58	132,746.70	157,399.79	158,815.79	126,425.43	149,963.00
9,450,000	145,541.73	172,454.07	173,871.57	139,213.83	165,009.48	166,426.98	132,885.93	157,564.89	158,982.39	126,558.03	150,120.30
9,460,000	145,694.22	172,634.77	174,053.77	139,359.69	165,182.38	166,601.38	133,025.16	157,729.99	159,148.99	126,690.63	150,277.60
9,470,000	145,846.71	172,815.47	174,235.97	139,505.55	165,355.28	166,775.78	133,164.39	157,895.09	159,315.59	126,823.23	150,434.90
9,480,000	145,999.20	172,996.17	174,418.17	139,651.41	165,528.18	166,950.18	133,303.62	158,060.19	159,482.19	126,955.83	150,592.20
9,490,000	146,151.69	173,176.87	174,600.37	139,797.27	165,701.08	167,124.58	133,442.85	158,225.29	159,648.79	127,088.43	150,749.50
9,500,000	146,304.18	173,357.57	174,782.57	139,943.13	165,873.98	167,298.98	133,582.08	158,390.39	159,815.39	127,221.03	150,906.80
9,510,000	146,456.67	173,538.27	174,964.77	140,088.99	166,046.88	167,473.38	133,721.31	158,555.49	159,981.99	127,353.63	151,064.10
9,520,000	146,609.16	173,718.97	175,146.97	140,234.85	166,219.78	167,647.78	133,860.54	158,720.59	160,148.59	127,486.23	151,221.40
9,530,000	146,761.65	173,899.67	175,329.17	140,380.71	166,392.68	167,822.18	133,999.77	158,885.69	160,315.19	127,618.83	151,378.70
9,540,000	146,914.14	174,080.37	175,511.37	140,526.57	166,565.58	167,996.58	134,139.00	159,050.79	160,481.79	127,751.43	151,536.00
9,550,000	147,066.63	174,261.07	175,693.57	140,672.43	166,738.48	168,170.98	134,278.23	159,215.89	160,648.39	127,884.03	151,693.30
9,560,000	147,219.12	174,441.77	175,875.77	140,818.29	166,911.38	168,345.38	134,417.46	159,380.99	160,814.99	128,016.63	151,850.60
9,570,000	147,371.61	174,622.47	176,057.97	140,964.15	167,084.28	168,519.78	134,556.69	159,546.09	160,981.59	128,149.23	152,007.90
9,580,000	147,524.10	174,803.17	176,240.17	141,110.01	167,257.18	168,694.18	134,695.92	159,711.19	161,148.19	128,281.83	152,165.20
9,590,000	147,676.59	174,983.87	176,422.37	141,255.87	167,430.08	168,868.58	134,835.15	159,876.29	161,314.79	128,414.43	152,322.50
9,600,000	147,829.08	175,164.57	176,604.57	141,401.73	167,602.98	169,042.98	134,974.38	160,041.39	161,481.39	128,547.03	152,479.80
9,610,000	147,981.57	175,345.27	176,786.77	141,547.59	167,775.88	169,217.38	135,113.61	160,206.49	161,647.99	128,679.63	152,637.10
9,620,000	148,134.06	175,525.97	176,968.97	141,693.45	167,948.78	169,391.78	135,252.84	160,371.59	161,814.59	128,812.23	152,794.40
9,630,000	148,286.55	175,706.67	177,151.17	141,839.31	168,121.68	169,566.18	135,392.07	160,536.69	161,981.19	128,944.83	152,951.70
9,640,000	148,439.04	175,887.37	177,333.37	141,985.17	168,294.58	169,740.58	135,531.30	160,701.79	162,147.79	129,077.43	153,109.00
9,650,000	148,591.53	176,068.07	177,515.57	142,131.03	168,467.48	169,914.98	135,670.53	160,866.89	162,314.39	129,210.03	153,266.30
9,660,000	148,744.02	176,248.77	177,697.77	142,276.89	168,640.38	170,089.38	135,809.76	161,031.99	162,480.99	129,342.63	153,423.60
9,670,000	148,896.51	176,429.47	177,879.97	142,422.75	168,813.28	170,263.78	135,948.99	161,197.09	162,647.59	129,475.23	153,580.90
9,680,000	149,049.00	176,610.17	178,062.17	142,568.61	168,986.18	170,438.18	136,088.22	161,362.19	162,814.19	129,607.83	153,738.20
9,690,000	149,201.49	176,790.87	178,244.37	142,714.47	169,159.08	170,612.58	136,227.45	161,527.29	162,980.79	129,740.43	153,895.50
9,700,000	149,353.98	176,971.57	178,426.57	142,860.33	169,331.98	170,786.98	136,366.68	161,692.39	163,147.39	129,873.03	154,052.80

Valuation Not Over	Including Energy & Disabled Access Check P. C. Fee	Permit Fee R-Occup.	Others	Including Energy Check Only P. C. Fee	Permit Fee R-Occup.	Others	Including Disabled Access Check Only P. C. Fee	Permit Fee R-Occup.	Others	Without Energy & Disabled Acces: P. C. Fee	Permit R- Occup.
9,710,000	149,506.47	177,152.27	178,608.77	143,006.19	169,504.88	170,961.38	136,505.91	161,857.49	163,313.99	130,005.63	154,210.10
9,720,000	149,658.96	177,332.97	178,790.97	143,152.05	169,677.78	171,135.78	136,645.14	162,022.59	163,480.59	130,138.23	154,367.40
9,730,000	149,811.45	177,513.67	178,973.17	143,297.91	169,850.68	171,310.18	136,784.37	162,187.69	163,647.19	130,270.83	154,524.70
9,740,000	149,963.94	177,694.37	179,155.37	143,443.77	170,023.58	171,484.58	136,923.60	162,352.79	163,813.79	130,403.43	154,682.00
9,750,000	150,116.43	177,875.07	179,337.57	143,589.63	170,196.48	171,658.98	137,062.83	162,517.89	163,980.39	130,536.03	154,839.30
9,760,000	150,268.92	178,055.77	179,519.77	143,735.49	170,369.38	171,833.38	137,202.06	162,682.99	164,146.99	130,668.63	154,996.60
9,770,000	150,421.41	178,236.47	179,701.97	143,881.35	170,542.28	172,007.78	137,341.29	162,848.09	164,313.59	130,801.23	155,153.90
9,780,000	150,573.90	178,417.17	179,884.17	144,027.21	170,715.18	172,182.18	137,480.52	163,013.19	164,480.19	130,933.83	155,311.20
9,790,000	150,726.39	178,597.87	180,066.37	144,173.07	170,888.08	172,356.58	137,619.75	163,178.29	164,646.79	131,066.43	155,468.50
9,800,000	150,878.88	178,778.57	180,248.57	144,318.93	171,060.98	172,530.98	137,758.98	163,343.39	164,813.39	131,199.03	155,625.80
9,810,000	151,031.37	178,959.27	180,430.77	144,464.79	171,233.88	172,705.38	137,898.21	163,508.49	164,979.99	131,331.63	155,783.10
9,820,000	151,183.86	179,139.97	180,612.97	144,610.65	171,406.78	172,879.78	138,037.44	163,673.59	165,146.59	131,464.23	155,940.40
9,830,000	151,336.35	179,320.67	180,795.17	144,756.51	171,579.68	173,054.18	138,176.67	163,838.69	165,313.19	131,596.83	156,097.70
9,840,000	151,488.84	179,501.37	180,977.37	144,902.37	171,752.58	173,228.58	138,315.90	164,003.79	165,479.79	131,729.43	156,255.00
9,850,000	151,641.33	179,682.07	181,159.57	145,048.23	171,925.48	173,402.98	138,455.13	164,168.89	165,646.39	131,862.03	156,412.30
9,860,000	151,793.82	179,862.77	181,341.77	145,194.09	172,098.38	173,577.38	138,594.36	164,333.99	165,812.99	131,994.63	156,569.60
9,870,000	151,946.31	180,043.47	181,523.97	145,339.95	172,271.28	173,751.78	138,733.59	164,499.09	165,979.59	132,127.23	156,726.90
9,880,000	152,098.80	180,224.17	181,706.17	145,485.81	172,444.18	173,926.18	138,872.82	164,664.19	166,146.19	132,259.83	156,884.20
9,890,000	152,251.29	180,404.87	181,888.37	145,631.67	172,617.08	174,100.58	139,012.05	164,829.29	166,312.79	132,392.43	157,041.50
9,900,000	152,403.78	180,585.57	182,070.57	145,777.53	172,789.98	174,274.98	139,151.28	164,994.39	166,479.39	132,525.03	157,198.80
9,910,000	152,556.27	180,766.27	182,252.77	145,923.39	172,962.88	174,449.38	139,290.51	165,159.49	166,645.99	132,657.63	157,356.10
9,920,000	152,708.76	180,946.97	182,434.97	146,069.25	173,135.78	174,623.78	139,429.74	165,324.59	166,812.59	132,790.23	157,513.40
9,930,000	152,861.25	181,127.67	182,617.17	146,215.11	173,308.68	174,798.18	139,568.97	165,489.69	166,979.19	132,922.83	157,670.70
9,940,000	153,013.74	181,308.37	182,799.37	146,360.97	173,481.58	174,972.58	139,708.20	165,654.79	167,145.79	133,055.43	157,828.00
9,950,000	153,166.23	181,489.07	182,981.57	146,506.83	173,654.48	175,146.98	139,847.43	165,819.89	167,312.39	133,188.03	157,985.30
9,960,000	153,318.72	181,669.77	183,163.77	146,652.69	173,827.38	175,321.38	139,986.66	165,984.99	167,478.99	133,320.63	158,142.60
9,970,000	153,471.21	181,850.47	183,345.97	146,798.55	174,000.28	175,495.78	140,125.89	166,150.09	167,645.59	133,453.23	158,299.90
9,980,000	153,623.70	182,031.17	183,528.17	146,944.41	174,173.18	175,670.18	140,265.12	166,315.19	167,812.19	133,585.83	158,457.20
9,990,000	153,776.19	182,211.87	183,710.37	147,090.27	174,346.08	175,844.58	140,404.35	166,480.29	167,978.79	133,718.43	158,614.50
10,000,000	153,928.68	182,392.57	183,892.57	147,236.13	174,518.98	176,018.98	140,543.58	166,645.39	168,145.39	133,851.03	158,771.80

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154,237.40
154,396.20
154,555.00
154,713.80
154,872.60
155,031.40
155,190.20
155,349.00
155,507.80

s Check Fee Others
155,666.60
155,825.40
155,984.20
156,143.00
156,301.80
156,460.60
156,619.40
156,778.20
156,937.00
157,095.80
157,254.60
157,413.40
157,572.20
157,731.00
157,889.80
158,048.60
158,207.40
158,366.20
158,525.00
158,683.80
158,842.60
159,001.40
159,160.20
159,319.00
159,477.80
159,636.60
159,795.40
159,954.20
160,113.00
160,271.80

CITY OF IRWINDALE
ELECTRICAL CODE FEE SCHEDULE

Effective July 1, 2020, Electrical Permit Fees in the City will be as follows:

ELECTRICAL PERMIT FEES

PERMITS

1. For issuing permits, each. . . . . $ 65.00

SYSTEM FEE SCHEDULE

(Note: The following do not include permit issuing fee.)

New Residential Buildings

The following fees shall include all wiring and electrical equipment in or on each building, or other electrical equipment on the same premises constructed at the same time.

2. For new multifamily residential buildings (apartments and condominiums) having three (3) or more living units not including garages, carports, and other noncommercial automobiles storage areas constructed at the same time, per square foot. . . . . $ 0.30

For garages, carports, and other accessory buildings used in conjunction with multifamily residential buildings use BRANCH CIRCUIT FEE OR UNIT FEE SCHEDULE.

3. For new single and two-family residential buildings not including garages, carports and other minor accessory buildings constructed at the same time, per square foot. $0.30

For garages, carports and other minor accessory buildings constructed at the same time as the single or two-family residential buildings a fee will not be required. For other types of residential occupancies and alterations, additions and modifications to existing residential buildings, use BRANCH CIRCUIT FEE OR UNIT FEE SCHEDULE.

4. Private Swimming Pools

For new private, residential, inground swimming pools for single, or multifamily occupancies, including a complete system of necessary branch circuit wiring, bonding, grounding, underwater lighting, water pumping and other similar electrical equipment directly related to the operation of a swimming pool, each. . . . . $ 190.80

For other types of swimming pools, therapeutic whirlpools, spas, hot tubs and alterations to existing swimming pools, each. . . . . $ 128.40

5. Carnivals and Circuses

Carnivals, circuses or other traveling shows or exhibitions utilizing transportable-type rides, booths, displays and attractions.

For electric generators and electrically driven rides, each. . . . . $ 91.60

For mechanically driven rides and walk-through attractions or displays having electric lighting each. . . . . $ 38.40

For a system of area and booth lighting, each. . . . . $ 38.40

For permanently installed rides, booths, displays, and attractions, use UNIT FEE SCHEDULE.

6. Temporary Power Service

For a temporary service power pole or pedestal, including all pole or pedestal mounted receptacle outlets and appurtenances, each. . . . . $ 102.60

For a temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative lighting, Christmas tree sales lots, firework stands, sales booths, additional pole, etc., each. . . . . $ 50.20

BRANCH CIRCUIT AND UNIT FEE SCHEDULES

(Note: 1. The following do not include permit issuing fees;
2. Where appropriate either fee schedule may be used.)

7. Branch Circuit Fees (Alternate to Unit Fees)

Branch circuit fees apply to new branch circuit wiring and the lighting fixtures, switches and receptacles which are supplied by these branch circuits, including their outlets.

For 15 or 20 ampere 120 volt lighting or general use receptacles:

First 10 branch circuits, each	$	40.80
Each additional branch circuit from 11 to 40 inclusive	$	33.80
Each additional branch circuit over 40	$	30.40

For 15 or 20 ampere 208 volt to 277 volt lighting, each $ 64.20

Exception: An individual multiwire branch circuit supplying one appliance may be counted as one circuit.

Unit Fees (Alternate to Branch Circuit Fees)

8. Receptacle, Switch, Lighting, or other.

For receptacle, switch, lighting, or other outlets at which current is used or controlled except services, feeders and meters:

First 20, each	$	5.00
Additional outlets, each	$	3.40

Note: For multi-outlet assemblies, each five feet or fraction thereof may be considered as one outlet.

9. Lighting Fixtures

For lighting fixtures, sockets, or other lamp holding devices:

First 20, each	$	5.00
Additional fixtures, each	$	3.40

For pole or platform mounted lighting fixtures, each $ 6.00

For theatrical-type lighting fixtures or assemblies, each $ 6.00

10. Residential Appliances of Three Horsepower or Less:

For fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens, counter-mounted cooking tops, electric ranges, self- contained room, console, or through-wall air conditioners, space heaters, food waste grinders, dishwashers, washing machines, water heaters, clothes dryers, or other motor-operated appliances, not exceeding three (3) horsepower (HP) in rating, each $ 25.00

Note: For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power Apparatus.

11. Other Appliances of Three Horsepower or Less:

For any appliance installed in a non-residential occupancy and not exceeding three (3) horsepower (HP), kilowatt (KW), or kilovolt-ampere (KVA) in rating, including medical and dental devices, food, beverage, and ice cream cabinets, illuminated showcases, drinking fountains, vending machines, laundry machines, or other similar types of equipment, each. . . . . $ 36.40

(Note: 1. As used in the above sentence, "non-residential occupancy" includes but is not limited to hotels and motels.

2. For other types of air conditioners and other motor driven appliances having larger electrical ratings, see Power Apparatus.)

12. Power Apparatus:

For motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment, and other apparatus, with a rating as follows:

Rating in horsepower (HP), kilowatts (KW), kilovolt amperes (KVA), or kilovolt-amperes-reactive (KVAR).

Rating over 3 and not over 10, each.	$	47.00
Rating over 10 and not over 50, each.	$	108.40
Rating over 50 and not over 100, each.	$	202.80
Rating over 100, each.	$	335.00

(Note: 1. For equipment or appliances having more than one motor, transformer, heater, etc., the sum of the combined ratings may be used.

2. These fees include all switches, circuit breakers, contactors, thermostats, relays and other directly related control equipment.)

13. Busways

For cable trays, trolley and plug-in type busways, each 100 feet or fraction thereof. . . . . $ 61.60

Note: An additional fee will be required for lighting fixtures, motors and other appliances that are connected to trolley and plug-in type busways. No fee is required for portable tools.

14. Signs, Outline Lighting, and Marquees:

For signs, outline lighting systems, or marquees supplied from one branch circuit, each.	$	91.60
For additional branch circuits within the same sign, outline lighting system, or marquee, each.	$	30.40

15. Services, Switchboards, Switchboard Sections, Motor Control Centers and Panelboards:

For services, switchboards, switchboard sections, motor control centers and panelboards of 600 volts or less and not over 399 amperes in rating, each.	$	91.60
For services, switchboards, switchboard sections, motor control centers and panelboards of 600 volts or less and 400 amperes to 1,000 amperes in rating, each.	$	179.40
For services, switchboards, switchboard sections, motor control centers and panelboards over 600 volts or over 1000 amperes in rating, each.	$	382.00

16. Miscellaneous Apparatus, Conduits and Conductors:

For electrical apparatus, conduits and conductors for which a permit is required but for which no fee is herein set forth.	$	153.80

(Note: This fee is not applicable when a fee is paid for one or more services, outlets, fixtures, appliances, power apparatus, busways, signs or other equipment.)

Other Inspections:

17.	For each extra inspection resulting from defective workmanship or materials, each.	$	77.80
18.	For inspection of electrical equipment for which no fee is herein set forth and for emergency inspections for the time consumed:		
	For the first 1/2 hour, or fraction thereof.	$	129.20
	or, for each hour, or fraction thereof.	$	257.60
19.	For any single hazardous location area, as defined by the provisions of Chapter 5 of the California Electrical Code, larger than 2,000 sq. ft or an aggregate area consisting of smaller hazardous location areas totaling over 2,000 sq. ft., a surcharge in addition to any other applicable fees each.	$	514.60

20.	For investigation and review of test reports from local testing laboratories, or to comply with Section 83-3. Reports for one (1) to ten (10) electrical items, apparatus, machine tools, appliances, or other electrical equipment,	$	594.80
	For eleven (11) to twenty (20) items.	$	1,188.60
	For twenty-one (21) to fifty (50) items.	$	1,783.20
	For more than fifty (50) items.	$	1,981.80
	For high voltage switchgears, transformers or substations, each.	$	1,188.60
21.	For investigation of alternate materials and methods of construction For the initial filing fee.	$	515.20
	For each hour or fraction thereof, in excess of two.	$	257.60
	Investigation fee for work done without a required permit shall be equal to the permit fee, but not less than.	$	792.20
	Exception: One or two family dwellings, when work is performed by owner-builder.	$	396.00
	Noncompliance Fee:		
	For one and two family dwelling occupancies.	$	238.00
	For other occupancies.	$	476.20

Plan Checking Fee:

	The fee shall be equal to seventy percent (70%) of the required electrical permit fee provided however, the minimum fee shall be.	$	257.60
	The fee for each tenant improvement plan check (installations requiring review to verify compliance with the State's Electrical Energy Conservation requirements (Title 24), when a building plan check is not required for that work, shall be $ 32.00 for each 1,000 square feet; provided however, the minimum fee shall be #######		
	For additional review required by complexity of plans, or revisions of approved plans or reports, or for services beyond the first and second plan check, due to changes, errors or omissions, per hour.	$	257.60

CITY OF IRWINDALE
MECHANICAL CODE FEE SCHEDULE

Effective July 1, 2020, Mechanical Permit Fees in the City will be as follows:

Permit Fees

For the issuance of each permit . . . . . $ 65.00

For the installation, alteration or relocation of each refrigeration compressor or absorption unit, and for each fuel burning furnace, heater, boiler and vented decorative appliance including vents attached thereto:

- Up to and including 100,000 BTU. . . . . $ 63.80
- More than 100,000 BTU and up to and including 500,000 BTU. . . . . $ 123.00
- More than 500,000 BTU. . . . . $ 308.00

For each air inlet and air outlet served by any air-conditioning system . . . . . $ 10.00

- Or when the number of air inlets and outlets are unknown, for each 1,000 square feet or fraction thereof of conditioned area. . . . . $ 87.40

NOTE: An air-conditioned system includes heating and/or cooling.

For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit. . . . . $ 30.40

For the installation or alteration of each air handling unit for air conditioning including ducts attached thereto:

- Up to and including 2,000 CFM
  - Each unit up to 10. . . . . $ 30.40
  - Each unit over 10. . . . . $ 9.40
- More than 2,000 CFM and up to and including 10,000 CFM, each. . . . . $ 91.60
- More than 10,000 CFM, each. . . . . $ 154.00

NOTE: This fee shall not apply to an air handling unit which is a portion of a factory assembled air-conditioning appliance for which a permit is required elsewhere in this Code.

For each evaporative cooler other than portable type.	$	51.60
For ventilation fans which serve a single register:		
Each fan up to 10	$	37.80
Each fan over 10.	$	13.20
For each ventilation system which is not a portion of any air-conditioning system for which a permit is required elsewhere in this Code.	$	79.60
For the installation of each commercial kitchen hood, spray booth or product conveying duct system, including the fans and ducts attached thereto.	$	154.00
For the installation of each fire damper.	$	24.80
For the alteration of an existing duct system for which a permit is not required elsewhere in this Code.	$	63.80
Investigation fee for work done without a required permit shall be equal to the permit fee, but not less than.	$	792.20
Exception: One or two family dwellings, when work is performed by owner-builder.	$	396.00
Noncompliance fee:		
R-3 occupancies.	$	238.00
Other occupancies.	$	476.20
For investigation of alternate materials and methods of construction		
For the initial filing fee.	$	515.20
For each hour or fraction thereof, in excess of two	$	257.60

NOTE: 1) For a refrigeration system rating; one horsepower, one ton or 12,000 BTU per hour shall mean the same quantity.

2) For steam boilers rated in boiler horsepower; one horsepower shall equal 50,000 BTU per hour.

Plan Check Fee

The Mechanical Code requires plan check fees to be paid at the time of submitting plans and specifications.

The plan check fee shall be 50% of the required mechanical permit fee.

EXCEPTION: Identical appliances of 100,000 BTU or less, installed in a single building:

Up to and including 10. . . . . 50% of permit fee
For each appliance over 10. . . . . an additional 5% of its permit fee

If any of the following systems is included in the work proposed, a surcharge shall be collected for each of these systems as follows:

(i)	A commercial type I or II hood.	$ 396.00
(ii)	Garage ventilation systems.	$ 396.00
(iii)	Stairs pressurization systems.	$ 396.00
(iv)	Product conveying systems.	$ 396.00

The minimum plan checking fee (including all surcharges) shall be. . . . . $ 257.60

2. Installations of the following individual systems:

(i)	A commercial type I or II hood.	$ 594.80
(ii)	Garage ventilation systems.	$ 594.80
(iii)	Stairs pressurization systems.	$ 594.80
(iv)	Product conveying systems.	$ 594.80

3. Tenant improvement installations requiring review to verify compliance with the State's Energy Regulations, when a building permit is not required for that work, the fee shall be $ 63.80 /1,000 sq. ft. of conditioned space, with a minimum fee of $ 129.20

4. For additional review required by complexity of plans, or revisions of approved plans or reports, or for services beyond the first and second plan check, due to changes, errors or omissions, per hour. . . . . $ 257.60

CITY OF IRWINDALE
PLUMBING CODE FEE SCHEDULE

Effective July 1, 2020 Plumbing Permit Fees in the City will be as follows:

Table No. I

For issuing each permit	$	65.00
In addition:		
For each plumbing fixture or trap or set of fixtures on one trap (including drainage vent, water piping and backflow prevention devices therefor), (hose bibbs are considered fixtures)	$	38.40
For each permanent-type dishwasher whether individually trapped or not	$	38.40
For future stacks or branches, each waste inlet	$	21.00
For each roof drain	$	38.40
For each drainage or sewer backwater valve	$	110.20
For each industrial waste pretreatment interceptor, including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps	$	38.40
For each swimming pool drainage trap and receptor, whether connected to a building drain or a building sewer (water supply for pool not included)	$	38.40
For each gas piping system on any one meter or alteration, extension or retest of existing gas piping system:		
Low pressure system:		
5 outlets or less	$	38.40
For each additional outlet over five	$	9.80
Medium or high pressure system:		
Each system	$	158.00
Additional fee for each outlet	$	9.80

For each gas meter not under control and maintenance of the serving gas supplier. . . . . $ 38.40

For each gas pressure regulator other than appliance regulators. . . . . $ 38.40

For each water heater and/or vent. . . . . $ 38.40

For repair or alteration of drainage and/or vent piping, each fixture. . . . . $ 38.40

For each piece of water-treating equipment. . . . . $ 38.40

For each water pressure regulator. . . . . $ 38.40

For potable water not covered elsewhere in fee schedule:

1-1/2 inch and smaller. . . . . $ 38.40
2 inches to 3 inches. . . . . $ 119.20
Over 3 inches. . . . . $ 257.60

For replacing water piping in a building, (1) each fixture, each water treating device and each piece of water-using or dispensing equipment, or (2) each branch or riser that has none of the above items connected thereto. . . . . $ 15.80

For sprinkling systems on any one meter, each backflow prevention device therefor. . . . . $ 38.40

For each backflow-prevention device on unprotected water supplies, pools, tanks, vats, etc. (including incidental water piping). . . . . $ 38.40

For each trap primer. . . . . $ 38.40

For each solar potable water-heating system, including water heater and vent. . . . . $ 128.40

Investigation fee for work done without a required permit shall be equal to the permit fee, but not less than . . . . . $ 792.20
Exception: One or two family dwellings, when work is performed by owner-builder. . . . . $ 396.00

Noncompliance fee:

R-3 occupancies. . . . . $ 238.00
Other occupancies. . . . . $ 476.20

For investigation of alternate materials and methods of construction

For the initial filing fee. . . . . $ 515.20
For each hour or fraction thereof, in excess of two. . . . . $ 257.60

Table No. II

For issuing each permit	$	32.50
In addition:		
For the connection of a house sewer to a public sewer, or for the extension of a house lateral onto a lot for future use (separate permit required for each such connection or extension)	$	110.20
For each house sewer manhole	$	110.20
For each installation of a section of house sewer for future use	$	71.20
For the connection of each additional building or additional work to a house sewer	$	71.20
For the connection of a house sewer to a private sewage disposal system	$	71.20
For each private sewage disposal system (septic tank and seepage pits or pits and/or drainfield)	$	226.40
For each grey water system (storage tanks and disposal/irrigation fields)	$	226.40
For each cesspool, overflow seepage pit, percolation test pit, swimming pool drywell, or drainfield extension or replacement	$	110.20
For disconnection, abandonment, alteration or repair of any house sewer or private sewage disposal system or part thereof	$	71.20

Plan Check Fee

(a) A plan checking fee as indicated shall be paid to the Chief Plumbing Inspector at the time of submitting plans and specifications for work described in this subsection. Said fee shall be equal to 40% of the required plumbing permit fee as set forth in Table I of this Article.

If any of the following systems is included in the work proposed, a surcharge shall be collected for each of these systems as follows:

(1) Combination waste and vent system	$ 396.00
(2) Gas system containing an earthquake actuated shut-off valve	$ 138.40
(3) Chemical waste system	$ 78.80
(4) Rainwater system	$ 257.60
The minimum plan checking fee (including all surcharges) shall be	$ 257.60

(b) For plan checking individual systems not required to be reviewed under subsection (a) above:

(1) Combination waste and vent systems	$ 594.80
(2) Gas system containing an earthquake actuated shut-off valve	$ 197.80
(3) Chemical waste system	$ 119.20
(4) Rainwater system	$ 396.00
(5) Grey water system	$ 226.40

(c) For additional review required by complexity of plans, or revisions of approved plans or reports, or for services beyond the first and second plan check, due to changes, errors or omissions, per hour $ 257.60

City of Irwindale
Community Development Department

Filing Fee Schedule

Adopted by City Council Resolution No. 2018-78-3072 of November 14, 2018

OCCUPANCY PERMIT	
Fee	$150.00
PLAN CHECK	
Tenant Improvement/Addition	$100.00
Entitlement Plan Check	$100.00
REVIEW	
Development Review Team 1st Meeting	No Fee
Development Review Team 2nd Meeting	$250.00
Development Review Team 3rd Meeting	$250.00
Preliminary Review	$300.00
ZONING VERIFICATION LETTER	
Fee	$106.00+ Any Additional Research Costs
RESEARCH & ANALYSIS	
Fee	Hourly Rate Varies
SIGN PERMITS	
For Banners	$40.00
For Wall Signs	$50.00
For Monument Signs	$100.00
BUSINESS LICENSE PROCESSING FEES	
New/1st Time Applications – In City Business	$30.00
New/1st Time Applications – Out of City But Requiring Special Permit Reviews	$30.00
Expedited Fee	$30.00
BUSINESS LICENSE PENALTIES	
Delinquency Penalty Fee	10% 1st Month + 5% Each Additional Month
Enforcement Fee	$200.00
Appeal	$200.00
SPECIAL EVENT PERMIT	
Standard Fee (30 Days or More Prior)	$150.00
Late Fee (10-29 Days Prior)	$203.00
FILM PERMIT	
Application	$215.00
Expedited Fee	$150.00

City of Irwindale
Community Development Department

CONDITIONAL USE PERMIT & CUP MODIFICATIONS	
Application (1) (2) (3)	$2,000.00
Appeal (2)	$400.00
Determination (2)	$300.00
SITE PLAN & DESIGN REVIEW	
Administrative Approval (1)	$1,000.00
Discretionary Approval (1) (2) (3)	$2,000.00
VARIANCE	
Single Family Home (1) (2) (3)	$300.00
Non-Residential (Standard) (1) (2) (3)	$2,000.00
Appeal (2)	$400.00
ZONING ORDINANCE AMENDMENT	
Application (1) (2) (3)	$2,000.00 + Attorney Deposit
Appeal (2)	$400.00 + Attorney Deposit
ZONE CHANGE	
Application (1) (2) (3)	$2,000.00
Appeal (2)	$400.00
GENERAL PLAN AMENDMENT	
Application (1) (2) (3)	$1,000.00
LAND SUBDIVISIONS	
Lot Line Adjustment (4)	$200.00
Tentative Parcel Map (1) (2) (3) (4)	$1,900.00 + $60.00 per lot
Tentative Tract Map (1) (2) (3) (4)	$2,000.00 + $60.00 per lot
Vesting Tentative Map (1) (2) (3) (4)	$2,000.00 + $60.00 per lot
Reversion to Acreage (1) (2) (3) (4)	$200.00
Appeal (2)	$400.00
DEVELOPMENT AGREEMENT	
Application + (1) (2) (3)	$2,000.00
City Attorney Deposit	$10,000.00
All Costs (Consultants, Notices, etc.)	All Costs + Admin. Fee

City of Irwindale
Community Development Department

Note:
(1) Applications subject to environmental assessment fees. Fees are processed once per application package as indicated below:

ENVIRONMENTAL DOCUMENTS	
Environmental Assessment Questionnaire	$250.00
Negative Declaration	$500.00
Mitigated Neg. Dec.	$1,500.00 + Deposit Study + 100% Consultant Cost + Admin. Fee
Env. Impact Report	$1,000.00 + Deposit Study + 100% Consultant Cost + Admin. Fee
CA Dept. of Fish and Wildlife CEQA Filing Fees	See Attached Document

Note:
(2) Applications subject to notification fees. Fees are processed once per application package as indicated below:

NOTIFICATION FEES	
Newspaper Ad (One Hearing Required)	$175.00
Newspaper Ad (Two Hearings Required)	$350.00
Public Notice Mailing/Posting (One Hearing Required)	$1.00/parcel + Admin. Fee
Public Notice Mailing/Posting (Two Hearings Required)	$2.00/parcel + Admin. Fee

Note:
(3) Please submit a separate, undated check made payable to the "LACC" for the fee indicated below, which is a filing fee for the Notice of Determination to be posted for 30 days after the approving body has approved an environmental clearance:

NOTICE OF DETERMINATION FEE (Payable to LACC)	
Fee	$75.00

Note:
(4) Applications subject to engineering fees:

ENGINEERING FEES	
Fee	$7,000 Deposit + all costs for Engineering Review + Admin. Fee

Note:
*Administrative Fee is for review and oversight of projects and contracts.

Total Fees: _____

CEQA Environmental Document Filing Fees

CDFW imposes and collects a filing fee to defray the costs of managing and protecting California's vast fish and wildlife resources, including, but not limited to, consulting with other public agencies, reviewing environmental documents, recommending mitigation measures, and developing monitoring programs.

CEQA Document	Fees Effective January 1, 2020	Fees Effective January 1, 2021
Negative Declaration (ND)	$2,406.75	$2,480.25
Mitigated Negative Declaration (MND)	$2,406.75	$2,480.25
Environmental Impact Report (EIR)	$3,343.25	$3,445.25
Environmental Document pursuant to a Certified Regulatory Program (CRP)*	$1,136.50	$1,171.25
County Clerk Processing Fee**	$50.00	$50.00

* CRPs include certain state agency regulatory programs as defined in section 21080.5 of the Public Resources Code and section 15251 of the CEQA Guidelines. Beginning July 1, 2013, CEQA/CRP Filing Fees will no longer apply to the filing of Notices of Decision or Determination for Forest Practice Rules and Timber Harvest Plans (Pub. Resources Code, § 4629.6, added by Stats. 2012, ch. 289, § 3).

** Additional county fees may apply. Please check with your county clerk's office for details.

Annual Fee Adjustments

CDFW is required to adjust the fees annually (Fish & G. Code, § 713). The annual fee adjustments are based on changes in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, as published by the U.S. Department of Commerce. Annual filing fee adjustments are posted on CDFW's website prior to November 1 of the year before they become effective.

Payment of Fees

The project proponent is responsible for payment of the filing fee (Fish & G. Code, § 711.4). Filing Fees are due at the time a Notice of Determination is filed with the county clerk's office (local lead agency), or with the State Clearinghouse (state lead agency). Fees due for Certified Regulatory Program notices are due to CDFW directly and before the respective Notice of Decision is filed with the Secretary for Natural Resources. For more information on filing fees and No Effect Determinations, please refer to California Code of Regulations, title 14, section 753.5.

Exemptions and No Effect Determinations

The CEQA filing fee will be waived if a project will have no effect on fish and wildlife (Fish & G. Code, § 711.4, subd. (c)(2)(A)). Additionally, projects that are statutorily or categorically exempt from CEQA are also not subject to the filing fee and do not require a no effect determination (Cal. Code Regs., tit. 14, §§ 15260-15333; Fish & G. Code, § 711.4, subd. (d)(1)). Only CDFW staff is responsible for determining whether a project will qualify for a No Effect Determination and if the CEQA filing fee will be waived.

ORDINANCE NO. 753

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING DEVELOPMENT AGREEMENT NO. 02-2016 WITH ATHENS SERVICES TO ALLOW THE CONSTRUCTION AND OPERATION OF A MATERIALS RECOVERY FACILITY AND TRANSFER STATION, CONVENIENCE STORE AND PUBLIC GAS STATION ON PROPERTY LOCATED AT 2200 ARROW HIGHWAY (APN 8535-001-911), AND MAKING FINDINGS IN SUPPORT THEREOF

A. RECITALS.

WHEREAS, Athens Services, 14048 Valley Boulevard, City of Industry, CA 91746, the Applicant, has made a request to enter into a Development Agreement (Application) with the City of Irwindale to construct and operate a Materials Recovery Facility and Transfer Station (MRF/TS) with a convenience store and public gas station on a property located at 2200 Arrow Highway – APN 8535-001-911. The proposed Development Agreement (DA No. 02-2016) is attached hereto as Attachment 1 and incorporated herein; and

WHEREAS, The Property is located on a 17.22-acre parcel on the south side of Arrow Highway. The convenience store will be approximately 2,587 square feet and there will be eight gas or diesel pumps on an island with an overhead canopy. The convenience store will sell beer and wine. The Subject Property is zoned M-2 (Heavy Manufacturing); and

WHEREAS, the City, through this ordinance, wishes to adopted Development Agreement No. 02-2016 for the MRF/TS Project; and

WHEREAS, all the requirements of CEQA, the State CEQA Guidelines, and the City of Irwindale's Local CEQA Guidelines have been satisfied by the City in the 2020 FEIR, which is sufficiently detailed such that all of the potentially significant effects of the Project have been adequately evaluated; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

B. ORDINANCE.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Ordinance are true and correct.

SECTION 2. The City Council hereby specifically finds and determines that the Project, as proposed and including Development Agreement No. 02-2016, pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, has been adequately analyzed in the 2020 Final Environmental Impact Report (2020 FEIR) (SCH#2013051029) certified by the City Council on February 24, 2021.

SECTION 3. The City Council hereby specifically finds and determines the project, as proposed, pursuant to the authority and criteria contained in CEQA of 1970, as amended, the 2017 State CEQA Guidelines Section 15164, and with reference to Section 15162, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has reviewed and considered the 2020 FEIR, including 2020 Recirculated Draft Environmental Impact Report ("2020 RDEIR") for the proposed Materials Recovery Facility and Transfer Station ("MRF/TS") Project in Irwindale, California that identified and evaluated specific environmental effects of the proposed project as directed by the Superior Court of California in its September 2019 Decision and Writ of Mandate. All other portions of the 2014 Final EIR and Addendum No. 1, upheld by the Court, remain a part of the 2020 Recirculated DEIR and 2020 FEIR and the Findings attached as Exhibit A to Resolution No. 790(21). The 2020 RDEIR addressed four (4) specific environmental topics, including: 1) Truck Fueling Operations; 2) Greenhouse Gas Emissions; 3) Transportation Energy Use; and 4) Project-Specific Air Emissions Health Risks. The analyses concluded that truck fueling operations, greenhouse gas emissions and transportation energy will have less-than-significant environmental effects. The analysis of project-specific air emissions concluded that it is scientifically infeasible to substantively connect an individual project's criteria air pollutant emissions to public health consequences of regional air quality conditions. A copy of the 2020 FEIR and Mitigation Monitoring and Reporting Program was posted on the City's website.

SECTON 4. The provisions of the proposed Development Agreement are consistent with the City's General Plan, as amended by General Plan Amendment No. 02-2016. The Project site land use designation will be Commercial/Industrial, which permits light industry, heavy industry, and commercial uses, consistent with the proposed MRF/TS and convenience store/public gas station project.

SECTION 5. Based upon substantial evidence and conclusions presented to this City Council during the public hearing conducted with regard to this Application and set forth herein above, this City Council hereby approves Development Agreement No. 02-2016, attached hereto and by this reference incorporated herein. The Development Agreement is necessary to protect the public health, safety and general welfare and is reasonable and proper in accordance with the intent and purposes of Title 17 of the Irwindale Municipal Code.

SECTION 6. The Chief Deputy City Clerk shall:

a. Certify to the adoption of this Ordinance; and

b. Forthwith transmit a certified copy of this Ordinance, by certified mail, to the Applicant at the address of record set forth in the Application.

PASSED, APPROVED AND ADOPTED this 24th day of February 2021.

_____

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Ordinance No. 753 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 24th day of February 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

RESOLUTION NO. 794(21)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING TO THE CITY COUNCIL APPROVAL OF A CONDITIONAL USE PERMIT TO ALLOW A PROPOSED CONVENIENCE STORE TO SELL BEER AND WINE FOR OFF-SITE CONSUMPTION (TYPE 20 OFF SALE BEER & WINE), AND FOR THE OPERATION OF A PUBLIC GAS STATION ON PROPERTY LOCATED AT 2200 ARROW HIGHWAY IN THE M-2 (HEAVY MANUFACTURING) ZONE, SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF

A. RECITALS.

(i) Athens Services, the Applicant, 14048 Valley Boulevard, City of Industry, CA 91746 has made a request for a Conditional Use Permit (CUP 08-2016) for the establishment of a convenience store that sells beer and wine for off-site consumption and the operation of a public gas station, located at 2200 Arrow Highway, pursuant to Sections 17.80.030(22), and 17.36.010(23) of the Irwindale Municipal Code.

(ii) The Property is located on a 17.22-acre parcel on the south side of Arrow Highway. The convenience store will be approximately 2,587 square feet with eight gas or diesel pumps on an island with an overhead canopy. The convenience store will sell beer and wine for off-site consumption. The Subject Property is zoned M-2 (Heavy Manufacturing)

(iii) On January 20, 2021, the Planning Commission, at a public hearing, at which time they received input from staff, the City Attorney, and the Applicant; heard public testimony; discussed the proposed project; closed the public hearing; and, after discussion, approved this Resolution.

(iv) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Irwindale as follows:

1. The Planning Commission hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Resolution are true and correct.

2. The Planning Commission hereby specifically finds and determines that the project, as proposed, pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and recommends that the City Council certify the 2020 Final Environmental Impact Report (2020 FEIR) (SCH#2013051029) for the

Project. A copy of the 2020 FEIR and Mitigation Monitoring and Reporting Program was posted on the City's website.

3. The Planning Commission hereby specifically finds and determines the project, as proposed, pursuant to the authority and criteria contained in CEQA of 1970, as amended, the 2017 State CEQA Guidelines Section 15164, and with reference to Section 15162, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has reviewed and considered the 2020 FEIR, including 2020 Recirculated Draft Environmental Impact Report ("2020 RDEIR") for the proposed Materials Recovery Facility and Transfer Station ("MRF/TS") Project in Irwindale, California that identified and evaluated specific environmental effects of the proposed project as directed by the Superior Court of California in its September 2019 Decision and Writ of Mandate. All other portions of the 2014 Final EIR and Addendum No. 1, upheld by the Court, remain a part of the 2020 Recirculated DEIR and 2020 FEIR and the Findings attached as Exhibit A to Resolution No. 790(21). The 2020 RDEIR addressed four (4) specific environmental topics, including: 1) Truck Fueling Operations; 2) Greenhouse Gas Emissions; 3) Transportation Energy Use; and 4) Project-Specific Air Emissions Health Risks. The analyses concluded that truck fueling operations, greenhouse gas emissions and transportation energy will have less-than-significant environmental effects. The analysis of project-specific air emissions concluded that it is scientifically infeasible to substantively connect an individual project's criteria air pollutant emissions to public health consequences of regional air quality conditions. A copy of the 2020 FEIR and Mitigation Monitoring and Reporting Program was posted on the City's website. The Planning Commission has reviewed and considered the 2020 FEIR as a basis of its decision making for the proposed Project.

4. Based upon substantial evidence presented to this Planning Commission during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony, site plans and Conditions of Approval attached hereto as Attachment "A", this Planning Commission hereby specifically finds as follows:

a. That the site is adequate in size and shape for the proposed use.

The site is adequate in size and shape for the proposed use for the following reasons: The site is 17.22 acres and zoned M-2 (Heavy Manufacturing). The proposed 2,587 square foot convenience store is less than .3% of the site. The proposed CUP is for a the operation of a public gas station and Type 20, Off-Sale Beer and Wine permit and alcohol sales will be a small part of the merchandise sold at the convenience store. No more than 500 square feet of floor area is permitted for the sale of beer and wine. The store will also sell non-alcoholic beverages, snacks, and sundries. The proposed use is a typical product sold at similar-type convenience stores. The convenience store is carefully designed and located on the site to adequately accommodate parking and on-and-off site circulation with access from multiple driveways along Arrow Highway. 26 parking stalls are provided for the convenience store use, located in front of the store and to the west of the store.

b. That the site has sufficient access to streets and highways adequate in width and pavement type to carry the quantity of traffic generated by the proposed use.

The site is bordered by Arrow Highway on the North and Northeast and Live Oak Avenue on the South. Access to the I-605 Freeway is provided via Arrow Highway and Live Oak Avenue. The certified EIR (SCH#2013051029) analyzed traffic volumes, trip distances, and overall circulation of the project, including the convenience store and public gas station. The site has sufficient access to streets and highways adequate to carry the quantity of traffic generated by the proposed use because Arrow Highway, a multi-lane street, is classified in the General Plan as a major arterial, sufficient to accommodate additional travel generated by the use.

c. That the proposed use will not have an adverse effect on adjacent property.

The proposed use, as conditioned, will not have an adverse effect upon adjacent properties because the Applicant will develop an existing vacant parcel with specific mitigation measures which will be enforced to reduce dust, noise and visibility from adjacent properties. The use will provide goods and services to surrounding businesses and commuters on Arrow Highway and Live Oak Avenue. The site has been designed to accommodate vehicle circulation and meet parking standards. The adjacent properties to the west and south are developed with industrial uses that create loud noise, including a distribution center with heavy trucking. Properties to the south, across Live Oak Avenue (a 4-lane road) have industrial uses including a machining company, an industrial business park, and a large tank facility for the Valley County Water District. The subject site is located at the back of the Santa Fe Dam Recreation Area and is separated by Arrow Highway, a multi-laned arterial roadway and the proposed use is located at such a distance so as not to have an adverse effect on the recreation area.

1. That the proposed use serves the public convenience or necessity, based upon the factors outlined in Section 17.58.060.

This finding is supported by the following facts:

a. The issuance of the conditional use permit would not duplicate services and therefore contribute to an over-concentration of alcoholic beverage establishments because the nearest off-sale use is over one mile from the subject site;

b. Alcohol sales are related to the function of the proposed use in that it is common that similar-type convenience stores sell beer and wine, and it would place the business in an economic disadvantage with other similar convenience stores that sell beer and wine;

c. The proposed establishment will serve a niche in the market not filled by other alcoholic beverage establishment licenses in the area, in that the nearest off-sale use is over one mile from the subject site;

d. The proposed establishment will provide the convenience of purchasing alcoholic beverages in conjunction with other beverage and food sales as well as other merchandise;

e. The aesthetic character and ambiance of the proposed establishment will be consistent with the City's Commercial and Industrial Design Guidelines;

f. There are conditions of approval that prescribe the manner in which the proposed establishment is to be conducted, including the extent to which the establishment will provide an adequate and well trained staff.

g. The proposed establishment complements the established or proposed businesses in the surrounding area in that it will provide goods and services, including packaged food, alcoholic and non-alcoholic beverages, and sundries to the surrounding industrial and warehouse businesses and commuters;

h. According to the Irwindale Police Department, the proposed establishment, location and/or operator has no history of law enforcement problems;

i. According to the Irwindale Police Department, the crime rate in the reporting district and adjacent reporting districts is comparable to other areas in the city and adjacent cities;

j. According to the Irwindale Police Department, the number of alcohol-related police calls for service, crimes or arrests in the reporting district and in adjacent districts is comparable to other areas of the city and adjacent cities;

k. Conditions of approval have been included to ensure that the proposed establishment will maintain security, or surveillance, both inside and outside the premises and comply with all applicable laws.

2. That the proposed establishment will comply with the conditions of approval at Section 17.58.070; 17.58.080; and 17.58.090 of this chapter.

   This finding is supported by the following facts:

   The conditions of approval contained in Sections 17.58.070; 17.58.080; and 17.58.090 of the IMC have been incorporated into the conditions of approval for this proposal, including, but not limited to, convenience store staff training, adequate exterior lighting, graffiti removal, and requiring the applicant or operator to obtain all required licenses and permits.

3. Based upon the substantial evidence and conclusions set forth herein above, this Planning Commission hereby recommends that the City Council approve the

Application subject to the conditions set forth in Attachment "A" attached hereto and by this reference incorporated herein, which conditions are deemed necessary to protect the public health, safety and general welfare and are reasonable and proper in accordance with the intent and purposes of Title 17 of the Irwindale Municipal Code.

The Secretary shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 20h day of January 2021.

Arthur R. Tapia, Chair
City of Irwindale Planning Commission

ATTEST:

Marilyn Simpson
Marilyn Simpson, Secretary

CITY OF IRWINDALE
COUNTY OF LOS ANGELES } ss.
STATE OF CALIFORNIA

I, Marilyn Simpson, Community Development Manager/City Planner of the City of Irwindale, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Planning Commission of the City of Irwindale held on the 20th day of January 2021, by the following vote:

AYES: COMMISSIONERS: R. Hartman, L. Corpis, R. Chico, E. Burrola, A. Tapia

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

Marilyn Simpson
Marilyn Simpson, Secretary

Attachment "A"

PLANNING COMMISSION RESOLUTION NO. 794(21)

CONDITIONAL USE PERMIT NO. 08-2016
Athens Services
2200 Arrow Highway
Irwindale, CA 91706

FINAL CONDITIONS OF APPROVAL

GENERAL

1. The activities authorized by this Conditional Use Permit for the establishment and operation of a convenience store that sells beer and wine (Type 20 ABC license – Off Sale Beer and Wine) and a public gas station with eight pumps and overhead canopy. The timing and any expiration of this Conditional Use Permit approval shall be consistent with the provisions in Development Agreement No. 02-2016. To the extent that any inconsistencies occur, the development agreement provisions shall prevail.

2. The Applicant shall agree and consent, in writing, to each and every condition of permit approval set forth herein within twenty (20) days from the adoption of this Resolution by the City Council approving the Conditional Use Permit.

3. The signed Final Conditions of Approval shall be photocopied and included as a sheet in the plans.

4. Plans for any proposed site improvements shall be submitted to the Los Angeles County Fire Department and City Building Department for review and approval prior to the issuance of Building Permits.

5. Prior to the issuance of an occupancy permit and final inspection by the Planning Division, all applicable conditions of approval and all mandatory improvements shall be completed to the reasonable satisfaction of the City.

6. All graffiti shall be adequately and completely removed or painted over within 48 hours of such graffiti being affixed on any structure or fence at the Property, or notification thereof, whichever is later.

7. This Conditional Use Permit may be revoked for any violation of or noncompliance with any of these conditions or other codes, regulations of standards enforced by or beneficial to the City of Irwindale in accordance with IMC Section 17.90.

8. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, approval of the City, its advisory agencies, appeal boards, or legislative body concerning Conditional Use Permit No. 08-2016. The City will promptly notify the

permittee of any such claim, action or proceeding against the City and will cooperate fully in the defense.

9. City inspectors shall have access to the Property to reasonably inspect the Property during normal working hours to assure compliance with these conditions and other codes.

10. Any and all fees (current and retroactive) required to be paid to any public agency shall be paid prior to obtaining any permit for this Project.

11. In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of fees, dedications, reservations, or exactions for this Project, if any, are subject to protest by the Applicant at the time of approval or conditional approval of the Project or within 90 days after the date of the imposition of the fees, dedications, reservations, or exactions imposed on the Project.

12. The Property shall be maintained free and clear of any accumulations of trash, debris, waste, and combustible and/or flammable materials, other than the related materials specifically authorized under this Conditional Use Permit.

13. The use and improvements authorized by the Conditional Use Permit shall conform to the plans as finally approved by the City as conditioned herein, and any appreciable modification as determined by the Development Services Director/City Engineer shall require the prior approval of the Planning Commission.

PLANNING DIVISION

1. The Project shall substantially conform to submitted plans submitted December 8, 2020. Future modifications that are not in substantial conformance, as determined by the Community Development Manager/City Planner, shall require modification of this approval subject to the provisions of IMC Section 17.80.160 "Modification".

2. No convenience store business operations shall be conducted outside of an enclosed building.

3. A separate sign permit, subject to the approval of the Community Development Manager/City Planner, shall be required for any proposed signage. The proposed signage must be approved by the property owner.

4. The hours of operation for the convenience store shall be 4:00 AM to 12:00 AM. If the Director determines that the hours of operation should be changed (based upon information such as police calls for service to the site, or complaints from the community), the matter shall be referred to the Planning Commission.

5. The operation of video or other electronic games is prohibited.

6. Adult magazines shall be kept behind the cash register and their covers obscured with "modesty panels".

7. The sale of paraphernalia for use with illicit drugs is prohibited.

8. The sale or display of adjudicated pornographic material is prohibited.

9. The sale or display of adjudicated pornographic material and inappropriate material in outside newspaper dispensers is prohibited.

10. All conditions of approval and requirements set forth in Development Agreement No. 02-2016 and Site Plan and Design Review Permit No. 06-2016 shall be complied with as part of this application.

11. That the establishment complies with the Irwindale Municipal Code, including those regulations for off-street parking, noise, signs, drinking in public, landscape and irrigation, and graffiti removal.

12. That exterior lighting of the parking area shall be kept at an intensity of between one and two footcandles, so as to provide adequate lighting for patrons while not disturbing surrounding residential or commercial areas. Light sources shall be screened or shielded from adjacent properties and from the sky.

13. That adequate security measures shall be provided as specified by the police department, including retaining trained staff and security personnel and providing security devices such as surveillance or burglar alarm systems.

14. The operator of the establishment shall ensure that no trash or litter originating from the site is deposited onto neighboring properties or onto the public right-of-way. The owner or operator shall provide for daily removal of trash, litter and debris from the premises and on all abutting sidewalks within twenty feet of the premises.

15. That the owner of the establishment shall maintain all required permits and/or licenses for the sale of alcoholic beverages in good standing.

16. That a copy of the current business license shall be kept on the premises of the establishment and be presented to any planning director, city code enforcement officers, law enforcement officers or their duly authorized representatives, upon request.

17. The following conditions shall apply to the convenience store:

    a. The permittee at all times shall comply with all terms and provisions of the license issued by the State Department of Alcoholic Beverage Control and/ or the terms and provisions of the Alcoholic Beverage Control Act.

b. No more than 500 square feet of the convenience store shall be used for the sale and display of alcoholic beverages.
c. No alcohol sales shall be permitted between the hours of 10:00 p.m. and 10:00 a.m.
d. Upon a showing of good cause, and after notice and an opportunity to be heard, the sale of alcohol in the convenience store may be restricted.
e. No beer or wine shall be displayed within five (5) feet of the cash register or the front door unless it is in a permanently affixed cooler.
f. The sale of alcoholic beverages for consumption on the premises is prohibited and appropriate posting of signs stating that drinking on the premises is prohibited by law shall be posted both inside and outside the establishment.
g. No sale of alcoholic beverages shall be made from a drive-up window.
h. No sales of single-serving containers of beer and/ or wine shall be made.
i. Paper or plastic cups shall not be sold or given away in quantities less than their usual and customary packaging.
j. Exterior storage of any kind is prohibited.
k. Employees shall be provided a copy of these Conditions of Approval and shall be trained in accordance with applicable ABC rules and regulations.

BUILDING & SAFETY AND PUBLIC WORKS/ENGINEERING DIVISIONS

1. Comply with all necessary NPDES requirements pertaining to the proposed use.

2. The applicant shall obtain applicable building permits for the proposed use.

FIRE DEPARTMENT

1. Plans for modification to existing sprinkler system shall be submitted to Fire Department for plan review and approval.

2. The means of egress travel shall be illuminated at any time the building is occupied with a light intensity of not less than 1 foot-candle at the floor level. Building Code 1003.2.9.1.

3. The power supply for the means of egress exit illumination shall be supplied from separate sources in accordance with the Building Code 1003.2.9.2.

4. Illuminated exit signs shall be located as necessary to clearly indicate the direction of egress travel. Additional exit signs may be required at time of field inspection. Building Code 1003.2.8.2.

5. Portable Fire Extinguisher requirements shall be determined by Fire Department Field Inspector in accordance with Fire Code 1002.1.

6. Dumpsters and containers with an individual capacity of 1.5 cubic yards (40.5 cu. ft.) or more shall not be stored in buildings or placed within 5 feet of combustible walls, openings or combustible roof eaves, unless areas containing dumpsters or containers are protected by an approved automatic fire sprinkler system. Fire Code 1103.2.2.

RESOLUTION NO. 795(21)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING CITY COUNCIL APPROVAL OF SITE PLAN AND DESIGN REVIEW (DA) NO. 06-2016 FOR THE CONSTRUCTION OF A ±265,228 SQUARE FOOT MATERIALS RECOVERY FACILITY AND TRANSFER STATION (MRF/TS) BUILDING AND CONVENIENCE STORE WITH A PUBLIC GAS STATION LOCATED AT 2200 ARROW HIGHWAY IN THE M-2 (HEAVY MANUFACTURING) ZONE SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF

A. RECITALS.

(i) Athens Services, 14048 Valley Boulevard, City of Industry, CA 91746, the Applicant, has entered into a Disposition and Development Agreement with the City of Irwindale Successor Agency to construct and operate a Materials Recovery Facility and Transfer Station (MRF/TS) with a convenience store and public gas station on a property located at 2200 Arrow Highway – APN 8535-001-911. The Applicant has made a request for a Site Plan & Design Review (DA) (SP&DR (DA) 06-2016) for the construction of a MRF/TS and a convenience store/public gas station The Property is located on a 17.22-acre parcel on the south side of Arrow Highway. The convenience store will be approximately 2,587 square feet with eight gas or diesel pumps on an island with an overhead canopy. The convenience store will sell beer and wine for off-site consumption. The Subject Property is zoned M-2 (Heavy Manufacturing)

(ii) On January 20, 2021, the Planning Commission, at a public hearing, at which time they received input from staff, the City Attorney, and the Applicant; heard public testimony; discussed the proposed project; closed the public hearing; and, after discussion, approved this Resolution.

(iii) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Irwindale as follows:

1. The Planning Commission hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Resolution are true and correct and incorporated into this Resolution by reference as findings of fact.

2. The Planning Commission hereby specifically finds and determines that the project, as proposed, pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and has separately recommended that the City Council certify the 2020 Final Environmental Impact

Report (2020 FEIR) (SCH#2013051029) for the Project. A copy of the 2020 FEIR and Mitigation Monitoring and Reporting Program was posted on the City's website.

3. The Planning Commission hereby specifically finds and determines the project, as proposed, pursuant to the authority and criteria contained in CEQA of 1970, as amended, the 2017 State CEQA Guidelines Section 15164, and with reference to Section 15162, and the City of Irwindale environmental guidelines, the City, as the Lead Agency has reviewed and considered the 2020 FEIR, including 2020 Recirculated Draft Environmental Impact Report ("2020 RDEIR") for the proposed Materials Recovery Facility and Transfer Station ("MRF/TS") Project in Irwindale, California that identified and evaluated specific environmental effects of the proposed project as directed by the Superior Court of California in its September 2019 Decision and Writ of Mandate. All other portions of the 2014 Final EIR and Addendum No. 1, upheld by the Court, remain a part of the 2020 Recirculated DEIR and 2020 FEIR and the Findings attached as Exhibit A to Resolution No. 790(21). The 2020 RDEIR addressed four (4) specific environmental topics, including: 1) Truck Fueling Operations; 2) Greenhouse Gas Emissions; 3) Transportation Energy Use; and 4) Project-Specific Air Emissions Health Risks. The analyses concluded that truck fueling operations, greenhouse gas emissions and transportation energy will have less-than-significant environmental effects. The analysis of project-specific air emissions concluded that it is scientifically infeasible to substantively connect an individual project's criteria air pollutant emissions to public health consequences of regional air quality conditions. A copy of the 2020 FEIR and Mitigation Monitoring and Reporting Program was posted on the City's website. The Planning Commission has reviewed and considered the 2020 FEIR as a basis of its decision making for the proposed Project.

4. Based upon substantial evidence presented to this Planning Commission during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony, site plans and Conditions of Approval attached hereto as Attachment A this Planning Commission hereby specifically finds as follows:

Site Plan and Design Review (DA) No. 06-2016

1. **The proposed project is in conformance with the general plan, zoning ordinance, and other ordinances and regulations of the city**

   The subject site is zoned M-2 (Heavy Manufacturing) and has a current General Plan land use designation of Commercial. The applicant is requesting a General Plan Amendment (GPA) in conjunction with this SP&DR (DA) to change the land use designation to Commercial/Industrial and a Zone Ordinance Amendment (ZOA), to allow a MRF/TS in the M-2 (Heavy Manufacturing) zone with a Development Agreement (DA). Upon approval of the GPA, ZOA and DA, the proposed project will be in conformance with the general plan, zoning ordinance, and other ordinances and regulations of the city. A Conditional Use Permit for the project is being considered as part of the entitlement request for the off-sale of beer and wine and a public gas station. The building is designed to generally comply with the development standards for the M-2 zone; and is consistent with the goals and policies of the General Plan and Citywide Design Guidelines.

2. **The proposed project is in conformance with any redevelopment plan and regulations of the community redevelopment agency and any executed owner's participation agreement or disposition and development agreement**

   The Irwindale Community Redevelopment Agency no longer exists. Therefore this finding is no longer applicable. However, to the extent this finding is applicable, there is an owner's disposition and development agreement (DDA) involved that is being processed concurrently with the Irwindale Successor Agency. The Project is in conformance with the proposed DDA and a condition of approval has been included stating that the Project requires approval of the DDA by the Irwindale Successor Agency.

3. **The following are so arranged as to avoid traffic congestion, to ensure the public health, safety, and general welfare, and to prevent adverse effect on surrounding properties:**

   a) **Facilities and improvements,**
   The MRF/TS C&D, Maintenance and Material Staging areas of the building are setback over ±60 feet from the east/northeast and south property lines (the closest property lines). The convenience store maintains a 30-foot setback from Arrow Highway. The buildings are located to provide adequate vehicular circulation on the site. All structures and infrastructure improvements will be constructed to current code and completed prior to Certificate of Occupancy.

   b) **Pedestrian and vehicular ingress, egress, and internal circulation,**
   Ingress and egress to the site is provided via five (5) driveways: Driveways 1, 2, 4, and 5 on Arrow Highway and Driveway 3 on Live Oak Avenue, with a Fire Department access entrance at the southwest corner of the property. Driveway 2 includes a trucks-only ingress lane and a second entrance with ingress and egress for the employee parking lot. Addendum No. 1 to the FEIR evaluated the minor, internal site plan adjustments made for the final design of the project that included off-site improvements resulting from the internal site changes. A right-hand turn lane and installation of an intersection stop light was included in the project. The overall circulation of the project has remained similar to the FEIR site plan. All commercial traffic and visitor traffic enters and exits from Arrow Highway. Employee traffic primarily enters and exits from the intersection at Live Oak Avenue and Baldwin Park Boulevard.

   c) **Setbacks,**
   The project has been designed to comply with the required minimum setbacks for the M-2 zone.

   d) **Height of buildings**,
   There is no maximum building height restriction within the M-2 zone. Nonetheless, the MRF/TS structure has been designed to complement the massing and height of the existing industrial buildings in the City with a maximum height of 50'6". The convenience store has a maximum height of 21'.

   e) **Signs,**

Signage is not proposed at this time. Future signage will be incorporated into a signage package that eschews garishness and embraces a refined, integrated overall design. A separate sign program will be prepared to address all on-site wall, freestanding, and directional signage.

f) **Mechanical and utility service equipment,**
Site has been designed to attractively screen all rooftop and surface level mechanical equipment and storage area.

g) **Landscaping,**
The landscaping requirement has been met through considered choices of plantings appropriate to the location, building type, and building scale.

h) **Grading,**
Project has been designed to take advantage of the existing topography, thus reducing grading activities on site.

i) **Lighting,**
All lighting is designed to complement the structures and oriented to properly illuminate the site as not to create "dark pockets" that could support nefarious activities.

j) **Parking,**
IMC Subsection 17.64.030(M) "Recycling Facilities – Large Collection and Processing Facilities" requires space to be provided on-site for 10 vehicles to circulate and to deposit recyclable materials and 1 parking space for each employee on the largest shift and 1 space for each commercial vehicle associated with the use. The office area requires 1 space for each 350 square feet of office and employee area. The convenience store requires 1 space for each 250 square feet of area. 188 parking spaces are required and 326 spaces are provided; for a surplus of 138 parking spaces.

k) **Drainage,**
A Water Quality Management Plan (WQMP) will address hydrology and drainage.

l) **Intensity of land use.**
The project is located on a 17.22-acre, triangular-shaped parcel. Building footprint covers 34% of the site, with the remaining majority of the site dedicated to landscaping, hardscape, and on-site parking and circulation. The MRF/TS building is located in the center of the parcel with the convenience store located at the northeast corner of the property with wide drive aisles, excess parking, and enhanced landscaping in the setback areas.

4. **The proposed development is consistent with applicable city design guidelines and historic design themes, and provides for appropriate exterior building design and appearance consistent and complementary to present and proposed buildings and structures in the vicinity of the subject project while still providing for a variety of designs, forms and treatments.**

The proposed office building incorporates desired design elements from the Commercial and Industrial Design Guidelines including but not limited façade elements, roofs and parapets, materials and colors. The layout, landscaping and design of the site also incorporated encourage design principles. For example, the articulated arched façade elements with translucent panels are provided to break up the building massing. Additionally, the building elevations are scored vertically and horizontally to provide architectural interest. The building also features raised decorative accent elements with metal crosspieces over the bay doors.

3. Based upon the substantial evidence and conclusions set forth herein above, this Planning Commission hereby recommends that the City Council approve the Application subject to the conditions set forth in Exhibit "A" attached hereto and by this reference incorporated herein, which conditions are deemed necessary to protect the public health, safety and general welfare and are reasonable and proper in accordance with the intent and purposes of Title 17 of the Irwindale Municipal Code.

4. The Secretary shall:

   a. Certify to the adoption of this Resolution; and

   b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 20th day of January 2021.

Arthur R. Tapia, Chair
City of Irwindale Planning Commission

ATTEST:

Marilyn Simpson
Marilyn Simpson, Secretary

CITY OF IRWINDALE
COUNTY OF LOS ANGELES } ss.
STATE OF CALIFORNIA

I, Marilyn Simpson, Community Development Manager/City Planner of the City of Irwindale, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Planning Commission of the City of Irwindale held on the 20th day of January 2021, by the following vote:

AYES: COMMISSIONERS: R. Hartman, L. Corpis, R. Chico, E. Burrola, A. Tapia

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

Marilyn Simpson

Marilyn Simpson, Secretary

Attachment A

PLANNING COMMISSION RESOLUTION NO. 795(21)

Site Plan and Design Review (DA) No. 06-2016
Greg Loughnane for Athens Services
2200 Arrow Highway

A. GENERAL

1. The uses authorized by this Site Plan and Design Review Permit allow for the construction of a ±262,641 square foot MRF/TS building and ±2,587 square foot convenience store/public gas station as described on the plans dated December 8, 2020.

2. The timing for obtaining all permits related to this project shall be consistent with the provisions in Development Agreement No. 02-2016. To the extent that any inconsistencies occur, the development agreement provisions shall prevail.

3. Prior to the issuance of a business license and/or occupancy permit and/or final inspection by the Community Development Division, all applicable conditions of approval (except those involving construction permits) shall be completed to the reasonable satisfaction of the City.

4. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, any approval of the City, its advisory agencies, appeal boards, or legislative body concerning Site Plan and Design Review Permit No. 06-2016. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

5. The use and improvements authorized by this Site Plan and Design Review Permit shall conform to the plans as finally approved by the City (dated September 12, 2017) as conditioned herein, and any appreciable modification of the plans or mode of operation, as determined by the Development Services Director, shall require the prior approval of the City Council pursuant to the amendment of the Site Plan and Design Review Permit.

6. The Applicant agrees to allow City inspectors access to the site to reasonably inspect the site during normal working hours to assure compliance with these conditions and other codes. Any and all fees required to be paid to any public agency shall be paid prior to obtaining any permits for this project.

7. The Applicant shall maintain and use the project location thereon in full compliance with all codes, standards, policies and regulations imposed by the City, County, State, or Federal agencies with jurisdiction over the facility.

8. It shall be required that the subject location and its contents, including but not limited to, structures, fences or garden/block walls, and vehicles are maintained free and clear of any graffiti. The Applicant shall be held responsible for the immediate removal of any and all graffiti found on-site within 48 hours of its application.

9. In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of fees, dedications, reservations, or exactions for this project are subject to protest by the applicant at the time of approval or conditional approval of the project, or within 90 days after the date of imposition of the fees, dedications, reservations, or exactions imposed on the project.

10. The premises will be secured with appropriate security lighting, to obtain a minimum of 1-foot candles over the entire site. A photometric lighting plan shall be submitted, subject to the review and approval of the Community Development Department and the Police Department.

11. Security lighting fixtures are to be shielded and shall not project above the fascia or roof line of the buildings. The shields shall be painted to match the surface to which they are attached. Security lighting fixtures shall not be substituted for parking lot or walkway lighting fixtures.

12. Prior to occupancy of the project, all users of the facility shall comply with the City of Irwindale M-2 zoning standards and regulations through the business license and zoning compliance process.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. All landscaping for the project shall be drought resistant low water with drip irrigation, low flow bubblers and water efficient rotor heads where applicable. Native plants shall be used where feasible. Landscaping shall be provided as shown on the approved Preliminary Planting Plan (dated December 8, 2020) and as modified pursuant to City Building Plan Check review of Precise Landscape and Irrigation plans.

2. Landscape and irrigation plans shall be prepared by a licensed landscape architect, and are subject to the approval of the Development Services Director and the City Engineer. Landscape plans shall be consistent with the Commercial and Industrial Design Guidelines. Vision clearance shall be maintained at all vehicle entrances and exits.

3. Project landscaping shall comply with Irwindale Municipal Code Chapter 15.30, "Water Efficient Landscape Standards and Guidelines."

4. A complete, permanent, automatic irrigation system shall be provided for all landscaped areas.

5. All landscaped planters shall be surrounded by a six (6) inch horizontal concrete curb.

6. The following invasive plants shall not be used in landscaping:

   - *Carpobrotus edulis* (ice plant)
   - *Hedera helix, H. Hibernica, H. caneriensis* (English ivy, Irish ivy, Algerian ivy
   - *Vinca Major* (periwinkle)
   - *Pennisetum setaceum* and all cultivars and varieties (fountain grass)
   - *Cortaderia selloana, C. jubata* and all cultivars and varieties (pampas grass)
   - *Retama monosperma, Genista monspessulana, Cytisus striatus, Cytisus scoparius,* and *Spartium junceum* (broom – bridal, French, Portuguese, Scotch, Spanish)
   - *Acacia Cyclops* (acacia or western coastal wattle)
   - *Myoporum laetum* (myoporum)
   - *Washingtonia robusta* and *Phoenix canariensis* (Mexican fan palm and Canary Island date palm)
   - *Schinus terevinthifolius* (Brazilian pepper)
   - *Eucalyptus globules, E. camaldulensis* (eucalyptus, blue gum, and red gum)

7. At least 10 percent of the total gross land area of the site (in this case, 75,000 square feet) shall be landscaped.

8. All plant material, including trees, shall be maintained in good condition and replaced in the event they die or become diseased.

9. All perimeter fencing, block walls, etc. shall be maintained in satisfactory condition in accordance with all applicable codes.

10. All utility equipment such as backflow units and transformers shall be screened with evergreen screen shrubs as allowed.

11. All construction activities shall comply with criteria set forth in IMC Section 9.28.110, Construction of building and projects.

12. Any masonry walls, wrought iron fences, and driveway gates shall be decorative and consistent with the building design and the Commercial and Industrial Design Guidelines. The design of the walls and gates shall be subject to the review and approval of the Development Services Department. No chain link fencing shall be allowed for permanent perimeter fencing applications.

13. The Applicant shall prepare a comprehensive sign program. The sign program shall include but is not be limited to sign type, square footage allowances, placement, illumination, quantity, colors, materials, landlord/owner/association approval.

14. Applicant shall obtain approval and permits from the Planning and Building Divisions for all project signage prior to construction of any signs on the project site.

15. Drive aisles shall remain open and unobstructed for vehicular circulation.

16. All building design and construction, including the type, texture, color, and durability of the exterior building materials shall comply with the City's Commercial and Industrial Design Guidelines.

17. Trash enclosures (6'-0" high min.) with solid metal self-closing and self-latching gates shall be provided. The enclosures shall be built with decorative materials to match the type, texture, and color of the materials used in the construction of the buildings. Gates shall remain closed at all times when the trash receptacles are not in use.

18. All rooftop mechanical equipment, including heating and air conditioning units, antennas, and other electronic devices, shall be completely and decoratively screened from view from all public rights of way and adjacent properties and shall be integrated into the design and construction of the buildings[1]. All rooftop equipment and screening shall be shown on the plans and elevations, and shall be consistent with the building design and construction materials in texture and color. Such rooftop equipment screening shall be subject to the review and approval of the Community Development Division.

19. All rooftop wireless telecommunications antennas operated by third parties are subject to the provisions of Chapter 17.90 of the Irwindale Municipal Code shall require a separate permit in accordance with the provisions of the Municipal Code.

20. The street numbers for the development shall be painted on the rooftop of each building in such a manner that it is clearly visible to public safety personnel and shall be a minimum five (5) feet in length painted with minimum one (1) foot wide brush strokes. Rooftop numbers shall be shown on the plans submitted for plan check.

21. A lighting plan shall be submitted for approval by the Development Services Director describing lighting fixtures for parking lot and building exterior lighting. Lighting fixtures shall be designed to shield light and/or direct light in a downward direction to minimize light spillover to adjacent areas.

22. The Applicant shall comply with the provisions of Irwindale Municipal Code Chapter 17.66, "Trip Reduction and Travel Demand Measures." All required trip reduction and travel demand measures applicable to the project pursuant to Chapter 17.66 shall be indicated on plans at the time of plan check.

[1] Photo voltaic equipment is exempt from this requirement.

23. All truck loading and unloading shall occur on the site. No loading, unloading or truck idling shall be permitted to take place on the street for any business located on the site.

24. A temporary chain link fence with green screening shall be installed and maintained around the perimeter of the site at all times during construction.

25. Applicant shall at all times comply with the Irwindale Municipal Code Noise Standards as measured at the Site boundary. Additionally, if noise impacts exceed the applicable noise standard contained in the Irwindale Municipal Code, Applicant shall take necessary actions and implement procedures to bring the operations into compliance with this Code.

26. To the extent feasible, Applicant shall participate in Southern California Edison's energy savings program.

27. All conditions of approval and requirements set forth in Development Agreement No. 02-2016 and Conditional Use Permit No. 08-2016 shall be complied with as part of this application.

C. BUILDING AND SAFETY DIVISION

1. Building permits shall be obtained from the Building and Safety Division and all construction shall be in compliance with the current Irwindale Building Code.

2. The Applicant shall submit site, floor, elevation plans that include all Life & Safety and Accessibility requirements as required by the current Los Angeles County Building Code for any proposed improvements to the existing facility.

3. Building plans for non-residential construction must contain the following items prior to its submittal for plan check:

    - Site Plan: Lot size, locations and dimensions of property lines, adjacent streets, setbacks from property lines, locations of other structures, easements, north arrow, scale, contours/drainage pattern
    - General Notes: Applicable codes, occupancy classification, type of construction, allowable area analysis, and occupant load analysis, plumbing fixture analysis, description of work, lot area, existing/proposed building area, material specifications.
    - Floor Plans: Walls, partitions, doors and window locations and schedule, existing and intended room uses. Floor plan must identify all existing and new construction for all affected floors.
    - Roof Plan: Roof drainage pattern, roofing material and slopes, locations of hips/valleys/ridges, eave overhang dimensions, attic vent locations, rooftop equipment locations.

- Disabled Access Requirements: Complete path of travel, parking spaces/loading areas, restroom facilities, ramps, curbs, counters, etc. All details must be cross referenced on the plan.
- Exiting: Occupant load analysis, exit locations and door schedule, required number of exits, required exit separation, travel distance, common path of egress, required fire rated separations, etc.
- Exterior Elevations: Wall covering material, plate and building heights, window/door locations, roofing material and slopes, attic vent locations, finish grade lines, veneers.
- Cross Sections: Full height and width, indicating framing, foundation, and insulation in at least two orthogonal directions.
- Soil Investigation Report: Complete Soil/Geotechnical Investigation Report
- Grading & Drainage: Complete Grading and Drainage plans as required by Appendix J of the 2017 County of Los Angeles Building Code
- Foundation Plan: Locations of all new footings, complete foundation details. All foundations plan, details and notes shall be stamped and signed by the Geotechnical Consultant along with the design Engineer of record.
- Structural Plan: Complete Structural plans and details for all structural elements shall be included.
- Structural Analysis: Calculations shall be provided to substantiate the structural plans where new structural elements are proposed. The structural calculations shall address both gravity and lateral loads.
- Schedules: Doors and windows, exterior/interior finish.
- Manufactured Trusses: Truss profiles, layout plan, and calculations from the truss manufacturer. Details all truss connections to interior/exterior walls.
- Green Building: Requirements, details, and notations shall be included in the plans.
- Very High Fire Hazard Severity Zone: The proposed project is in VHFHSZ Fire Zone, please provide all applicable details and notations as required for this fire zone.
- Other: All plans & calculations shall conform to the current edition (at the time of submittal) of the City of Irwindale Building Code (County of Los Angeles Building Code).

4. Other agencies' (Fire, Sanitation...etc.) approvals are required before Building Permit Issuance, an agency referral sheet shall be handed to the applicant at the time of submittal to Building & Safety.

D. PUBLIC WORKS/ENGINEERING DIVISION

1. All off-site improvements within the Public Right-of-Way shall be performed in accordance with City Standards to the satisfaction of the City Engineer. Construction plans shall be reviewed and approved by the City Engineer.

2. The owner/developer shall design and construct ADA accessible driveway approaches, sidewalks, and curb ramps and remove all existing driveways and parkway drains along Arrow Highway and Live Oak Avenue. All improvements shall be constructed in accordance with the City standards to the satisfaction of the City Engineer.

3. The owner and/or developer shall remove and reconstruct all damaged or deficient sidewalk, driveways, curb and gutter as directed by the City Engineer.

4. The owner/developer shall bear the full cost of upgrading the existing street lights along the Arrow Highway frontage to more energy-efficient fixtures (LED) and installing new street lights along the Live Oak Avenue frontage. Street lighting shall meet the City of Irwindale and County of Los Angeles Street Lighting Design Standards.

5. Storm drains, catch basins, connector pipes, and appurtenances for the site-specific storm drain system shall be designed and constructed in accordance with Los Angeles County standards and the City Engineer's requirements. The owner/developer shall submit grading and drainage plans to the City Engineer for review and approval. The owner/developer shall pay grading/drainage review fees in conjunction with this submittal. The grading and drainage plans shall be prepared by a licensed civil engineer and comply with Los Angeles County grading permit requirements and current Irwindale adopted Building Codes at the time of submittals.

6. Fire hydrants shall be installed as required by the Fire Department. Existing public fire hydrants adjacent to the site, if any, shall be upgraded if required by the City Engineer and/or Fire Department.

7. Sanitary sewers shall be constructed in accordance with City specifications to serve the subject development. The plans for the sanitary sewers shall be approved by the City Engineer. A sewer study shall be submitted along with the sanitary sewer plans.

8. Prior to issuance of any building permit, the owner/applicant shall pay to the City the full cost for the following improvements:
   I-605 NB Off-Ramp (NS) / Live Oak Avenue (Eastbound and Westbound)

   - Install two new traffic signals per Caltrans standards. Construct a 2nd northbound right turn lane; Resurface and restripe intersection and Off-Ramp; Traffic signal modification to Caltrans signalized intersection at N/B On-Ramp.

9. Prior to the issuance of any Certificate of Occupancy, the owner/applicant shall complete the following improvements:

Intersection of Arrow Highway (NS) and Project Driveway 1 (EW)

- Construct a concrete intersection per City standard.
- Construct a new traffic signal with the followings geometry:
  Northbound Approach: One left turn lane (two-way turn lane) and two through lanes.
  Southbound Approach: Two through lanes and one right turn lane
  Eastbound Approach: One left turn lane and one right turn lane.
  Westbound Approach: N/A

10. Prior to the issuance of any Certificate of Occupancy, the owner/applicant shall complete the following improvements:
    Intersection of Arrow Highway (NS) and Project Driveway 2 (EW)

- Construct a concrete intersection per City standard.
- A stop control at driveway 2.
- Northbound Approach: One left turn lane (two-way turn lane) and two through lanes.
- Southbound Approach: Two through lanes and one right turn lane.
- Eastbound Approach: One shared left turn and right turn lane.
- Westbound Approach: N/A

11. Prior to the issuance of any Certificate of Occupancy, the owner/applicant shall complete the following improvements:
    Intersection of Live Oak Avenue (EW) and Baldwin Park Boulevard (NS)

- Traffic signal modification adding video vehicle detection per City Standard
- Northbound Approach: Two left turn lanes and one shared through-right turn lane.
- Southbound Approach: One left turn lane and one shared through-right turn lane.
- Eastbound Approach: One left turn lane (100-foot pocket length), two through lanes, and one defacto right turn lane.
- Westbound Approach: One left turn lane, two through lanes, and one right turn lane.

12. Prior to the issuance of any Certificate of Occupancy, the owner/applicant shall complete the following improvements:
    Intersection of Arrow Highway (NS) and Project Driveway 4 (EW)

- Construct a concrete right in/right out concrete intersection per City standard. A stop control at Driveway 4.
- Northbound Approach: Two through lanes (no left turn access).
- Southbound Approach: One through lane and one shared through – right turn lane.
- Eastbound Approach: One right turn lane.

- Westbound Approach: N/A

13. Prior to the issuance of any Certificate of Occupancy, the owner/applicant shall complete the following improvements:
Intersection of Arrow Highway (NS) and Project Driveway 5 (EW)

    - Construct a concrete right in/right out concrete intersection per City standard.
    - A stop control at Driveway 5.
    - Northbound Approach: Two through lanes (no left turn access).
    - Southbound Approach: One through lane and one shared through-right turn lane.
    - Eastbound Approach: One right turn lane.
    - Westbound Approach: N/A

14. Prior to issuance of any building permit, the owner/applicant shall pay to the City the full cost for the following improvements:
I-605 SB Off-Ramp (NS) / Arrow Highway

    - Traffic Signal Modification per Caltrans Standard.
    - Construct a 2nd southbound left turn lane per Caltrans Standard.
    - Restripe intersection per Caltrans Standard.

15. Prior to issuance of any building permit, the owner/applicant shall pay to the City the full cost for the following improvements:
Intersection of Live Oak Avenue and Arrow Highway (East Intersection)

    - Traffic Signal Modification adding video vehicle detection per City Standard.
    - Resurfacing and restripe intersection per City Standard.

16. Prior to issuance of any building permit, the owner/applicant shall pay to the City the full cost for the following improvements:
Intersection of Arrow Highway and Rivergrade Road

    - Construct a concrete intersection per City standard.
    - Traffic Signal Modification adding video vehicle detection per City Standard.

17. Prior to issuance of any building permit, the owner/applicant shall pay to the City the full cost for the following improvements:
Intersection of Live Oak Avenue and Rivergrade Road

    - Construct a concrete intersection per City standard.
    - Traffic Signal Modification adding video vehicle detection per City Standard.

18. Prior to issuance of any building permit, the owner/applicant shall pay to the City the full cost for the following improvements:
Arrow Highway between Live Oak Avenue and I-605 Fwy

- Resurfacing and restripe the street per City Standard.

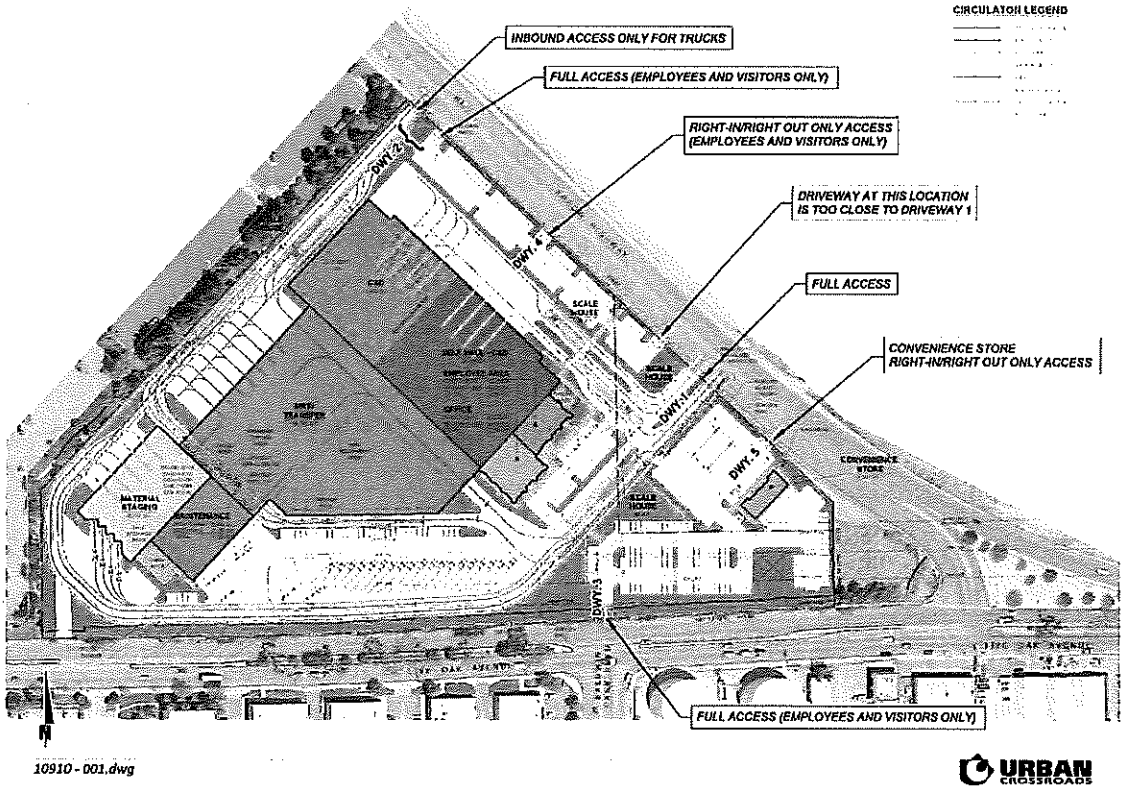
19. Prior to issuance of any building permit, the owner/applicant shall pay to the City the full cost for the following improvements:
Live Oak Avenue between Arrow Highway (East) and I-605 Fwy

- Resurfacing and restripe the street per City Standard.

20. Prior to issuance of any building permit, the owner/applicant shall pay to the City the full cost for the following improvements:
Rivergrade Road between Live Oak Avenue and Arrow Highway

- Resurfacing and restripe the street per City Standard

EXHIBIT B: ACCESS AND ON-SITE CIRCULATION



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URBAN CROSSROADS

E. MISCELLANEOUS

1. The owner/developer shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to

implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMPs) on all construction sites in accordance with the City Code. The owner/developer will also be required to submit a Certification for the project and may be required to prepare a Storm Water Pollution Prevention Plan (SWPPP). Projects over five acres in size will be required to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB). The owner/developer can obtain the current application packet by contacting the SWRCB, Construction Storm Water Unit, at (866) 563-3107 or by downloading the forms from their website at: www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml. The project shall also conform to the City's Ordinance regarding the requirements for the submittal of a Standard Urban Storm Water Mitigation Plan ("SUSMP"), and the requirements of Low Impact Development ("LID"). The SUSMP includes a requirement to implement Post Construction BMPs to infiltrate the first 3/4" of runoff from all storm events and to control peak-flow discharges.

2. Unless exempted by the Los Angeles Regional Water Quality Control Board, a Covenant and Restriction ensuring the provisions of the approved SWPPP shall also be required.

F. FIRE DEPARTMENT

1. Projects associated with a land development permit such as a tract or parcel map, conditional use permit, zone change or other such permits, shall submit plans to the Land Development Unit (LDU) for review and approval prior to submitting to Fire Prevention Engineering for building plan review. To contact LDU please call (323) 890-4243 or submit to our office located at 5823 Rickenbacker Road, Commerce, CA 90040.

2. Submit two sets of architectural plans to the Fire Prevention Engineering Office located at 231 W. Mountain Avenue, Glendora CA 91741. Plan sets shall contain a minimum of a site plan, floor plan(s), elevations, door and window schedules, wall details, and appropriate section details. Please provide architectural sheets only. **No civil, electrical, mechanical, plumbing, etc.**

3. Indicate on plans the project address, assessor's parcel number, type of construction, occupancy classification, area of each floor level and building area increase modifications in accordance with the Building Code.

4. Provide a minimum unobstructed width of 26 feet (commercial building), clear to the sky, Fire Department vehicular access to within 150 feet of all portions of exterior walls. Dead-end access roadways greater than 150 feet in length, shall be provided with an approved fire apparatus turnaround. The access width shall be increased to 28 feet when proposed buildings, or portions of buildings, are more than 3 stories, or more than 30 feet in height. The access roadway shall be located a minimum of 15 feet and a maximum of 30 feet from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official. A 32 foot centerline turning

radius is required at each change of direction in vehicle travel regardless of the required width. Fire Code 503.1.1 & 503.2.2.

5. On the site plan, show the location of all existing public fire hydrants within 300 feet (commercial building) of all property lines and 300 feet via vehicular access to building structure (residential building) and call out the hydrant size and dimensions to property lines. Additionally, show all existing on-site fire hydrants.

6. The required fire flow for public fire hydrants at this location is 8000 gallons per minute at 20 psi for duration of 4 hours over and above daily domestic demand in accordance with Fire Code Appendix B, Table B105.1. A 50% reduction in required fire flow may be applied for the installation of automatic fire sprinklers. The minimum reduced fire flow shall not be less than 2000 gallons per minute at 20psi per 903.3.1.1.

7. Complete and return the original "Fire Flow Availability" Form No 196.

8. Indicate on the site plan the location of high voltage transmission lines near the property. Structures proposed to be constructed adjacent to high voltage transmission lines, within 100 feet of the drip line, shall be subject to additional review by the Fire Marshal with regard to Fire Department operational procedures. Based on the Fire Marshal review additional building construction requirements may be imposed on the project in accordance with Regulation #27.

9. Indicate existing or proposed photovoltaic systems on the building rooftop or within the Fire Department access route.

10. Additional Requirements, including the installation of additional fire hydrants, may be imposed, in accordance with applicable codes, regulations, standards and policies after the above information is reviewed. Fire Department requirements are based on the information provided on the plans submitted for review.

11. Per the plans, it appears that additional public fire hydrant(s) will be required. On the site plan, show the location of all existing public fire hydrants within 300 feet of all property lines and call out the hydrant size and dimensions to property lines.

12. The parapets shall not exceed 48 inches high on at least two sides of the building. Fire Code 504.5

13. It appears that the building will be used for the storage of high piled combustible storage (HPS). The building design will need to meet the requirements for HPS per the Fire Code Chapter 32, which includes access doors each 100 feet, and smoke and heat venting. Plans for HPS shall be submitted separately for plan review and approval.

EXHIBIT G
2020 FINAL ENVIRONMENTAL IMPACT REPORT (SCH#2013051029)

From the City of Irwindale Website:

Materials Recovery Facility & Transfer Station | Irwindale, CA - Official Website

CC Item 2D
SA Item 2A

☒City Council
☒Successor Agency
☐Housing Authority
☐Reclamation Authority
☐Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: November 13, 2019

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Rescission of Approvals for Material Recovery Facility/Transfer Station

City Manager's Recommendation:

It is recommended that the City Council Approve

1. City Resolution No. 2019-63-3147 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, SETTING ASIDE AND VACATING RESOLUTION NOS.CC-2016-16-2830, CC-2017-18-2832, 2017-72-2970, 2017-75-2973, 2017-76-2974, 2017-77-2975, AND ORDINANCE NOS. 718 AND 719, PERTAINING TO THE DEVELOPMENT AND OPERATION OF A MATERIALS RECYCLING FACILITY/TRANSFER STATION (MRF/TS) BY ARAKELIAN ENTERPRISES, INC. D/B/A ATHENS SERVICES AT 2200 ARROW HIGHWAY;" and

2. SA Resolution No. 2019-64-3148 entitled "A RESOLUTION OF THE IRWINDALE SUCCESSOR AGENCY, SETTING ASIDE AND VACATING RESOLUTION NOS. SA-2016-17-2831 AND SA-2016-19-2833, PERTAINING TO THE DEVELOPMENT AND OPERATION OF A MATERIALS RECYCLING FACILITY/TRANSFER STATION (MRF/TS) BY ARAKELIAN ENTERPRISES, INC. D/B/A ATHENS SERVICES AT 2200 ARROW HIGHWAY"

Background:

In 2017, the City Council, acting for the City and the Irwindale Successor Agency, certified a Final EIR and approved land use entitlements and permits for a materials recycling facility and transfer station (MRF/TS) to be located at 220 Arrow Highway, at the northwestern intersection of Live Oak Avenue and Arrow Highway (Project). The property at that location is owned by the Irwindale Successor Agency and is to be sold to Arakelian Enterprises, Inc., a California corporation, dba Athens Services (Athens). Two lawsuits challenging the City Council's approval of those land use entitlements and permits were filed, one by the City of Baldwin Park, the other by Waste Management, which had bid for the opportunity to build and operate the MRF/TS.

The two lawsuits were processed together by the court and were predominantly based on challenges to the adequacy of the EIR for the project. After two hearings on the merits, the court found that the City's procedures in approving the entitlements was entirely appropriate and in accordance with the law and upheld the EIR on all aspects, except the following 4 items:

- the project description and analysis were inadequate with respect to truck fueling operations at the MRF/TS;
- transportation energy impacts were not sufficiently analyzed;
- the EIR does not sufficiently analyze the health risks associated with emissions of reactive organic gases (ROG), nitrogen oxides (NOx) and ozone; and
- the EIR does not sufficiently analyze greenhouse gas (GHG) emissions or the effectiveness of mitigation measure AQ-22 in reducing GHG emissions to a level that is less than significant.

Issues raised in the litigation with regard to the consistency of the MRF/TS with the City's general plan and zoning ordinance were found to be without merit.

The court has issued a writ of mandate requiring the City and the Successor Agency to set aside and vacate all of the approvals that were granted to authorize the Project.

The attached proposed resolutions set aside and vacate the approvals in question, which are listed below:

- Resolution Nos. CC-2016-16-2830 and SA-2016-17-2831, Certifying the Final Environmental Impact Report ("EIR"), Adopting Findings of Fact, Approving a Mitigation Monitoring and Reporting Program, and Adopting the Statement of Overriding Considerations
- Resolution Nos. CC-2017-18-2832 and SA-2016-19-2833, Approving a Disposition and Development Agreement Between the City and Successor Agency
- Resolution No. 2017-72-2970, Approving General Plan Amendment No. 02-2016 and Making Findings
- Resolution No. 2017-75-2973, Approving Conditional Use Permit No. 08-2016, Subject to Conditions, and Making Findings
- Resolution No. 2017-76-2974, Approving Site Plan and Design Review (DA) No. 06-2016, Conditional Use Permit No. 08-2016, Subject to Conditions, and Making Findings
- Resolution No. 2017-77-2975, Approving a Franchise and Facility Operations Agreement between the City and Athens Services, Subject to Conditions, and Making Findings
- Ordinance No. 718, Amending the City of Irwindale Municipal Code Re Solid Waste Franchises, Re Material Recovery Facilities in the M-2 Zone, and Re Distance Requirements for Alcohol Beverage Establishments
- Ordinance No. 719, Approving Development Agreement No. 02-2016 with Athens Service and Making Findings

City staff and the City Attorney's Office are working with Athens and the consultant who prepared the EIR to address the issues with the environmental analysis that were identified by the court and bring a revised final EIR to the City Council for certification within the next several months. Upon certification of the revised final EIR, these development approvals will be presented to the City Council and Successor Agency for re-approval.

Fiscal Impact:

None. Athens is required to reimburse the City for costs related to this application and the challenge to the entitlements

Review:

Fiscal Impact: _____ (Initial of CFO)

Legal Impact: *Electronically Approved by City Attorney* (Initial of Legal Counsel)

Prepared By/Contact: Fred Galante, City Attorney
Phone: (626) 430-2200

_____
William Tam, City Manager

Attachment:

1. City Resolution No. 2019-63-3147 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, SETTING ASIDE AND VACATING RESOLUTION NOS.CC-2016-16-2830, CC-2017-18-2832, 2017-72-2970, 2017-75-2973, 2017-76-2974, 2017-77-2975, AND ORDINANCE NOS. 718 AND 719, PERTAINING TO THE DEVELOPMENT AND OPERATION OF A MATERIALS RECYCLING FACILITY/TRANSFER STATION (MRF/TS) BY ARAKELIAN ENTERPRISES, INC. D/B/A ATHENS SERVICES AT 2200 ARROW HIGHWAY;" and

2. SA Resolution No. 2019-64-3148 entitled "A RESOLUTION OF THE IRWINDALE SUCCESSOR AGENCY, SETTING ASIDE AND VACATING RESOLUTION NOS. SA-2016-17-2831 AND SA-2016-19-2833, PERTAINING TO THE DEVELOPMENT AND OPERATION OF A MATERIALS RECYCLING FACILITY/TRANSFER STATION (MRF/TS) BY ARAKELIAN ENTERPRISES, INC. D/B/A ATHENS SERVICES AT 2200 ARROW HIGHWAY"

RESOLUTION NO. 2019-63-3147

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, SETTING ASIDE AND VACATING RESOLUTION NOS.CC-2016-16-2830, CC-2017-18-2832, 2017-72-2970, 2017-75-2973, 2017-76-2974, 2017-77-2975, AND ORDINANCE NOS. 718 AND 719, PERTAINING TO THE DEVELOPMENT AND OPERATION OF A MATERIALS RECYCLING FACILITY/TRANSFER STATION (MRF/TS) BY ARAKELIAN ENTERPRISES, INC. D/B/A ATHENS SERVICES AT 2200 ARROW HIGHWAY

WHEREAS, in 2017, the City Council and the Irwindale Successor Agency approved resolutions and ordinances pertaining to agreements, a general plan amendment, a zoning code amendment, a conditional use permit and site plan and design review in connection with the sale of the real property located at 2200 Arrow Highway to Athens Services and the development and operation of a materials recycling facility/transfer station (MRF/TS) by Arakelian Enterprises, Inc., a California corporation, doing business as Athens Services (the Project); and

WHEREAS, in connection with those actions, the City Council and the Successor Agency certified a Final Environmental Impact Report (FEIR), made findings of fact, and adopted a mitigation monitoring and reporting program and a statement of overriding considerations; and

WHEREAS, two lawsuits were filed challenging the resolutions and ordinances approving the Project on the basis of, among other things, alleged inadequacies in the FEIR, Waste Management Collection and Recycling, Inc. v. City of Irwindale, et al., Los Angeles Superior Court Case No. BS163450, and City of Baldwin Park v. City of Irwindale, et al., Los Angeles Superior Court Case No. 163400; and

WHEREAS, on September 5, 2019, the superior court issued its rulings in these cases, and on October 17, 2019, the court entered judgments granting in part and denying in part the petitions for writ of mandate; and

WHEREAS, on or about October 29, 2019, the City was served with the writs of mandate, issued by the clerk of the court pursuant to the above-referenced judgments, commanding the City and the Irwindale Successor Agency to set aside and vacate resolutions and ordinances approving agreements, a general plan amendment, a zoning code amendment, a conditional use permit and site plan and design review in connection with the Project; and

WHEREAS, the judgments and writs of mandate allow the City to certify a revised FEIR and re-approve the Project at a later date;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Irwindale as follows:

1. The following resolutions and ordinances are hereby set aside, vacated, and of no further force or effect:

- Resolution No. CC-2016-16-2830, Certifying the Final Environmental Impact Report ("EIR"), Adopting Findings of Fact, Approving a Mitigation Monitoring and Reporting Program, and Adopting the Statement of Overriding Considerations
- Resolution No. CC-2017-18-2832, Approving a Disposition and Development Agreement Between the City and Successor Agency
- Resolution No. 2017-72-2970, Approving General Plan Amendment No. 02-2016 and Making Findings
- Resolution No. 2017-75-2973, Approving Conditional Use Permit No. 08-2016, Subject to Conditions, and Making Findings
- Resolution No. 2017-76-2974, Approving Site Plan and Design Review (DA) No. 06-2016, Conditional Use Permit No. 08-2016, Subject to Conditions, and Making Findings
- Resolution No. 2017-77-2975, Approving a Franchise and Facility Operations Agreement between the City and Athens Services, Subject to Conditions, and Making Findings
- Ordinance No. 718, Amending the City of Irwindale Municipal Code Re Solid Waste Franchises, Re Material Recovery Facilities in the M-2 Zone, and Re Distance Requirements for Alcohol Beverage Establishments
- Ordinance No. 719, Approving Development Agreement No. 02-2016 with Athens Service and Making Findings

2. The Chief Deputy City Clerk shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

PASSED, APPROVED AND ADOPTED this 13th day of November 2019.

_____
Albert F. Ambriz, Mayor

ATTEST:

_____

Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2019-63-3147 adopted by the City Council of the City of Irwindale, at a regular meeting held on the 13th day of November, 2019 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____

Laura M. Nieto, MMC
Chief Deputy City Clerk

RESOLUTION NO. SA 2019-64-3148

A RESOLUTION OF THE IRWINDALE SUCCESSOR AGENCY, SETTING ASIDE AND VACATING RESOLUTION NOS. SA-2016-17-2831 AND SA-2016-19-2833, PERTAINING TO THE DEVELOPMENT AND OPERATION OF A MATERIALS RECYCLING FACILITY/TRANSFER STATION (MRF/TS) BY ARAKELIAN ENTERPRISES, INC. D/B/A ATHENS SERVICES AT 2200 ARROW HIGHWAY

WHEREAS, in 2017, the City Council of the City of Irwindale, California, and the Irwindale Successor Agency approved resolutions and ordinances pertaining to agreements, a general plan amendment, a zoning code amendment, a conditional use permit and site plan and design review in connection with the sale of the real property located at 2200 Arrow Highway to Athens Services and the development and operation of a materials recycling facility/transfer station (MRF/TS) by Arakelian Enterprises, Inc., a California corporation, doing business as Athens Services (the Project); and

WHEREAS, in connection with those actions, the City Council and the Successor Agency certified a Final Environmental Impact Report (FEIR), made findings of fact, and adopted a mitigation monitoring and reporting program and a statement of overriding considerations; and

WHEREAS, two lawsuits were filed challenging the resolutions and ordinances approving the Project on the basis of, among other things, alleged inadequacies in the FEIR, Waste Management Collection and Recycling, Inc. v. City of Irwindale, et al., Los Angeles Superior Court Case No. BS1643450, and City of Baldwin Park v. City of Irwindale, et al., Los Angeles Superior Court Case No. 163400; and

WHEREAS, on September 5, 2019, the superior court issued its rulings in these cases, and on October 17, 2019, the court entered judgments granting in part and denying in part the petitions for writ of mandate; and

WHEREAS, on or about October 29, 2019, the Successor Agency was served with the writs of mandate, issued by the clerk of the court pursuant to the above-referenced judgments, commanding the City and the Irwindale Successor Agency to set aside and vacate resolutions and ordinances approving agreements, a general plan amendment, a zoning code amendment, a conditional use permit and site plan and design review in connection with the Project; and

WHEREAS, the judgments and writs of mandate allow the Successor Agency to certify a revised FEIR and re-approve the Project at a later date;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Irwindale, as Successor Agency as follows:

1. The following resolutions and ordinances are hereby set aside, vacated, and of no further force or effect:

- Resolution No. SA-2016-17-2831, Certifying the Final Environmental Impact Report ("EIR"), Adopting Findings of Fact, Approving a Mitigation Monitoring and Reporting Program, and Adopting the Statement of Overriding Considerations
- Resolution No. SA-2016-19-2833, Approving a Disposition and Development Agreement Between the City and Successor Agency

2. The Chief Deputy City Clerk shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

PASSED, APPROVED AND ADOPTED this 13th day of November 2019.

_____
Albert F. Ambriz, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. SA 2019-64-3148 adopted by the City Council of the City of Irwindale, at a regular meeting held on the 13th day of November, 2019 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

Attachment "N"

RESOLUTION NO. CC 2016-18-2832
RESOLUTION NO. SA 2016-19-2833

A JOINT RESOLUTION OF THE CITY COUNCIL AND SUCCESSOR AGENCY OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF IRWINDALE CITY COUNCIL AND SUCCESSOR AGENCY AND ATHENS SERVICES AND MAKING FINDINGS THEREFORE AS REQUIRED BY HEALTH AND SAFETY CODE SECTION 33433

WHEREAS, Arakelian Enterprises, Inc. (dba Athens Services), 14048 Valley Boulevard, La Puente, CA 91746 ("Developer"), has made a request to enter into a Disposition and Development Agreement ("DDA") with the City of Irwindale Successor Agency to construct and operate a Materials Recovery Facility and Transfer Station ("MRF/TS") with fueling station and convenience store (collectively, the "Project") on approximately 17.22 acres of Successor Agency-owned property located at 2200 Arrow Highway – APN 8535-001-911 (the "Site"). The Site is zoned M-2, Heavy Manufacturing;

WHEREAS, the City of Irwindale ("City") is a California Charter municipality and the Successor Agency ("Agency") is a public body corporate and politic organized pursuant to Health & Safety Code Section 34173;

WHEREAS, over the past six years the City and Agency have negotiated the DDA by and between the City, Agency, and Developer to provide terms for the Developer's acquisition of the Site, including the conditions imposed upon Developer in consideration for its acquisition of the Site and development of the Project. The DDA is attached hereto as Exhibit 1 provided concurrently with this Resolution;

WHEREAS, Agency has determined that it furthers the public purposes of redevelopment to convey the Site at fair market value to a company with experience and expertise in the construction, management and operation of materials recovery facilities and transfer stations. Developer is a family-owned and operated company (the largest in L.A. County) that has been providing refuse removal and recycling services in Southern California for more than 50 years. Developer currently operates a MRF in the unincorporated area of Los Angeles County near the City of Industry, the first of its kind in the area;

WHEREAS, the Project will benefit the City by creating new jobs in the community, diversifying and expanding the City's revenue base, revitalizing a blighted area and the general economy of the City, improving the City's compliance with State-mandated waste reduction requirements, and promoting recycling and refuse rate stability for residents and businesses within the community. The Project will also benefit the public by serving the mixed municipal waste management needs of other jurisdictions in the region, reducing municipal costs, and protecting public health and safety;

WHEREAS, the Site is owned by the Agency as a result of Health & Safety Code § 34167.5. The Agency's predecessor in interest to the Site was the Irwindale Community Redevelopment Agency ("Former RDA"). On December 29, 2011, the California State Supreme Court issued a ruling on the constitutional validity of two 2011 legislative budget trailer bills, ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011),

which resulted in the outright dissolution of all 425 redevelopment agencies in the State of California. As part of that dissolution process, former redevelopment lands, like the Site, inured to successor agencies by operation of law. Moreover, the dissolution laws provide a process for the disposition and/or transfer of assets, including property holdings of the Former Irwindale Community Redevelopment Agency (ICRA). Subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012), which was passed, signed, and enacted on June 28, 2012, made significant changes to the provisions of ABX1 26, including the process for asset management/disposition/transfers, which include preparation and approval of a Long Range Property Management Plan ("PMP") by the Agency and State Department of Finance ("DOF"). The Agency has received DOF approval of a PMP that includes the Site's disposition pursuant to the terms of the DDA;

WHEREAS, on April 27, 2016, the Project was scheduled before the City Council and Successor Agency and continued at the request of the Applicant to give the general public an opportunity to further review the proposed FEIR. The City Council and Successor Agency opened the hearing, received comments on the reasons for the continuance, maintained the public hearing open, and continued the hearing to the regularly scheduled meeting of May 25, 2016;

WHEREAS, concurrent with the approval of this Resolution, the City Council and Successor Agency held a joint public hearing to consider certification of the Final EIR as described in joint Resolution No. CC 2016-16-2830/SA 2016-17-2831, entitled "A RESOLUTION OF THE CITY COUNCIL AND SUCCESSOR AGENCY OF THE CITY OF IRWINDALE, CALIFORNIA, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT SCH No. 2013051029 AS RELATED TO THE PROPOSED MATERIALS RECOVERY FACILITY AND TRANSFER STATION PROJECT; ADOPTING FINDINGS OF FACT AS REQUIRED BY PUBLIC RESOURCES CODE SECTION 21081(a) AND CEQA GUIDELINES, SECTION 15091, APPROVING A MITIGATION MONITORING AND REPORTING PROGRAM AS REQUIRED BY PUBLIC RESOURCES CODE SECTION 21081.6 AND CEQA GUIDELINES SECTION 15097, ADOPTING THE STATEMENT OF OVERRIDING CONSIDERATIONS AS REQUIRED BY PUBLIC RESOURCES CODE SEC. 21081(b) AND CEQA GUIDELINES SECTION 15093, AS RELATED TO THE PROPOSED MATERIALS RECOVERY AND TRANSFER STATION PROJECT";

WHEREAS, on May 25, 2016, the meeting of the City Council and Successor Agency was adjourned by the City Clerk for lack of a quorum and the hearing on this matter continued to the next regular meeting of the City Council and Successor Agency of June 8, 2016;

WHEREAS, on June 8, 2016, the City Council and Successor Agency also considered and discussed the adequacy of the proposed Final EIR as an informational document and applied its own independent judgment and analysis to the review and hereby took action to certify the Final EIR, as having been completed in compliance with CEQA;

WHEREAS, at its June 8, 2016 meeting, the City Council and Successor Agency held a joint public hearing to consider and decide whether to approve the Disposition and Development Agreement for the MRF/TS Project or whether to reject the MRF/TS Project and pursue no project related to the MRF/TS Project at this time;

WHEREAS, because tax increment moneys are used by the Agency for the conveyances made by the DDA, it was necessary to issue a Public Summary Report pursuant to California Health and Safety Code Section 33433 ("Section 33433"). The Agency has prepared the required 33433 Summary Report and a notice of a joint public hearing of the Agency and City Council concerning the proposed DDA has been given in accordance with applicable law. The Summary Report is attached hereto as Exhibit 2 and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS, that the City Council and Agency Board hereby do find, determine, and declare based upon the evidence presented as follows:

1. Recitals. The foregoing Recitals are true and correct and incorporated herein by reference.

2. Findings. Council and Board find based upon the substantial evidence in the record of proceedings, and their independent judgment and analysis, that:

Section 1. The DDA is consistent with the Successor Agency's adopted Long Range Property Management Plan for the site that was approved by the State Department of Finance on August 8, 2014.

Section 2. The consideration to be paid by Developer for the Site pursuant to the DDA is not less than fair market value, considering the required remedial work to make the Site developable for the use authorized by the DDA and the covenants and conditions required to be recorded against the Site under the DDA. The facts set forth in the Summary Report prepared for the DDA are incorporated herein. The City Council and Agency Board have reviewed the Summary Report and find that it (i) adequately explains the DDA, (ii) identifies the costs to the Agency and the consideration to be paid by the Developer, (iii) explains how the DDA will alleviate blight, and (iv) explains why the Agency should enter into the DDA. The City Council hereby consents to the factual determinations made in the Summary Report.

Section 3. The City Council and Successor Agency hereby approve the DDA and authorize and direct the Mayor and City Manager/Executive Director to take such actions and execute such documents as may be necessary to implement and effect this Resolution and the DDA on behalf of the City. City staff is also authorized and directed to take such actions and execute such documents as may be necessary to implement and effect this Resolution and the DDA.

3. This resolution shall be effective upon adoption.

4. The Deputy City Clerk shall:

   a. Certify to the adoption of this Resolution; and
   b. Forthwith transmit a certified copy of this Resolution to the Applicant at the address of record set forth in the Application.

PASSED, APPROVED AND ADOPTED this 8th day of June, 2016.

Mark A. Breceda, Mayor

ATTEST:

Laura M. Nieto, CMC
Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No.CC 2016-18-2832 and Resolution No. SA 2016-19-2833 were duly adopted by the City Council and Successor Agency of the City of Irwindale, at a joint regular meeting held on the 8th day of June, 2016, by the following vote:

AYES:	Councilmembers:	Ambriz, Burrola, Garcia, Ortiz, Mayor Breceda
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None

Laura M. Nieto

Laura M. Nieto, CMC
Deputy City Clerk

SA ITEM 1A1

IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

JANUARY 27, 2021
WEDNESDAY
9:01 P.M.

The Irwindale **SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY** met in regular session at the above time and place.

ROLL CALL:

Present: Councilmembers Albert F. Ambriz, Mark A. Breceda, Manuel R. Garcia; Mayor Pro Tem Larry G. Burrola; Mayor H. Manuel Ortiz

Present: William Tam, City Manager; Theresa Olivares, Assistant City Manager; Adrian Guerra, City Attorney; Ty Henshaw, Police Chief; Arsanious Hanna, City Engineer; Eva Carreon, Director of Finance; Marilyn Simpson, Community Development Manager; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Works Services Manager; Jeanette Duran, Finance Manager; Jeff Wagner, Information Technology Manager; Iris Espino, Economic Development Coordinator; and Laura Nieto, Chief Deputy City Clerk

SPONTANEOUS COMMUNICATIONS

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Breceda, seconded by Mayor Pro Tem Burrola, to approve Consent Calendar, reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved.

ITEM NO. 1A1
MINUTES

MINUTES

The following minutes were approved:

1) Regular meeting held January 13, 2021

ITEM NO. 1B
WARRANTS

WARRANTS

The warrants were approved

ITEM NO. 1C
INVESTMENT QUARTERLY REPORT FOR DECEMBER 31, 2020

INVESTMENT QUARTERLY REPORT FOR DECEMBER 31, 2020
(Joint Item on City Council & Housing Authority)

The Investment Quarterly Report for December 31, 2020, was received and filed.

END OF CONSENT CALENDAR

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:01 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

SA ITEM 1A2

IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

FEBRUARY 10, 2021
WEDNESDAY
7:39 P.M.

The Irwindale **SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY** met in regular session at the above time and place.

ROLL CALL:

Present: Councilmembers Albert F. Ambriz, Mark A. Breceda, Manuel R. Garcia; Mayor Pro Tem Larry G. Burrola; Mayor H. Manuel Ortiz

Present: William Tam, City Manager; Theresa Olivares, Assistant City Manager; Adrian Guerra, City Attorney; Ty Henshaw, Police Chief; Arsanious Hanna, City Engineer; Eva Carreon, Director of Finance; Marilyn Simpson, Community Development Manager; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Works Services Manager; Jeanette Duran, Finance Manager; Jeff Wagner, Information Technology Manager; Iris Espino, Economic Development Coordinator; and Laura Nieto, Chief Deputy City Clerk

SPONTANEOUS COMMUNICATIONS

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Breceda, seconded by Councilmember Ambriz, to approve Consent Calendar, reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved.

ITEM NO. 1A1
MINUTES

MINUTES

No minutes for approval.

ITEM NO. 1B
WARRANTS

WARRANTS

The warrants were approved

END OF CONSENT CALENDAR

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:40 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

SA ITEM 1B

Accounts Payable

Checks by Date - Summary by Check Number

City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency

Check No	Vendor No	Vendor Name	Check Date	Check Amount
73384	ROSENO	Rosenow Spevacek Group Inc	02/15/2021	1,397.50
			Report Total (1 checks):	1,397.50