

## DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into by and among the CITY OF SIERRA MADRE, a California municipal corporation (the “**City**”), NUWI-SIERRA MADRE LLC, a Delaware limited liability company (“**Developer**”), and THE CONGREGATION OF PASSION, MATER DOLOROSA COMMUNITY, a California charitable corporation (“**Congregation**”). The City, Developer and Congregation are sometimes individually referred to herein as a “**Party**” or collectively as the “**Parties**”.

### RECITALS

WHEREAS, this Agreement is adopted pursuant to Government Code Sections 65864 through 65869.5, which authorize the City to enter into binding development agreements with persons or entities having a legal or equitable interest in real property.

WHEREAS, the Congregation owns the property located at 700 North Sunnyside Avenue, Sierra Madre, California 91024, Assessor’s Identification No. 5761-002-008, consisting of approximately 65 acres (“**Property**”).

WHEREAS, Developer desires to develop a portion of the Property containing approximately 17.3 acres (the “**Development Parcel**”) with up to 42 single-family detached residential units, public rights-of-way, and public park (“**Project**”), on a site more specifically described in Attachment A, titled “**Legal Description**,” and all as more particularly described in Attachment B, titled “**Project Configuration**.”

WHEREAS, on April 28, 2020, the City and Developer entered into a Memorandum of Understanding (“**MOU**”) as a precursor to applying for Project approvals. The MOU contemplated that the Project would consist of 42 single family homes.

WHEREAS, the Project is commonly referred to as “**The Meadows at Bailey Canyon**.”

WHEREAS, the Congregation and Developer have applied to the City to: (1) amend the general plan land use map to change the designation of the Development Parcel from Institutional to Residential Low Density; (2) amend the zoning map to change the designation of the Development Parcel from Institutional to R-1 Single Family Residential; (3) adopt a Specific Plan setting forth development and architectural standards to facilitate the development of the Project; (4) approve a lot line adjustment (collectively, the “**Entitlements**”); and (5) approve and enter into this Agreement.

WHEREAS, at a duly noticed and conducted public hearing on August 18, 2022, the Sierra Madre Planning Commission approved Resolution No. 22-10, recommending certification of an Environmental Impact Report (“**EIR**”) and Mitigation Monitoring and Reporting Program and adoption of California Environmental Quality Act (“**CEQA**”) Findings and a Statement of Overriding Considerations for the Project.

WHEREAS, in accordance with Government Code Section 65867, at a duly noticed and conducted public hearing on August 18, 2022, the Sierra Madre Planning Commission approved Resolution No. 22-11, recommending approval of the Entitlements and this Agreement.

WHEREAS, at a duly noticed and conducted public hearing on September 20, 2022, the Sierra Madre City Council approved Resolution No. 22-58, certifying an Environmental Impact Report and Mitigation Monitoring and Reporting Program and adopting CEQA Findings and a Statement of Overriding Considerations for the Project.

WHEREAS, in accordance with Government Code Section 65867 at a duly noticed and conducted public hearing on September 15, 2022, and continued to September 20, 2022 the Sierra Madre City Council approved the Entitlements and introduced Ordinance No. 1461, to adopt this Agreement.

WHEREAS, at a duly noticed meeting on September 27, 2022, the Sierra Madre City Council held a second reading of Ordinance No.1461 to approve this Agreement.

WHEREAS, pursuant to Government Code Section 65867.5, subdivision (b), the City Council finds this Agreement to be consistent with the City’s General Plan and Zoning Code, as amended by the Entitlements.

WHEREAS, should the development of the Project not proceed in accordance with this Agreement, the City reserves its right to initiate a General Plan and Zoning amendment for the Property.

WHEREAS, the City Council hereby finds the execution of this Agreement is in the best interest of the public health, safety and general welfare of the City and its residents, and that adopting this Agreement constitutes a present exercise of its police power.

NOW, THEREFORE, the Parties agree as follows:

1. RECITALS. The Recitals above are true and correct and incorporated herein by reference.
2. DEFINITIONS.
  - (a) “**Affiliated Party**” means any one or more of (i) any person or entity that wholly controls or is wholly-controlled by Developer, or (ii) any person or entity that satisfies the following requirements: (A) Developer (or a person or entity described in clause (i)) retains an interest in such person or entity or is contractually bound to consult with such person or entity, and (B) Developer (or a person or entity described in clause (i)) oversees the day-to-day development activities of the Project.
  - (b) “**Agreement**” means this Development Agreement, as defined in the introduction.

- (c) “**Annual Report**” means the report submitted by the Developer to the City pursuant to Government Code section 65865.1, as defined in Section 4(m).
- (d) “**Carter Avenue Right of Way**” means the public right of way necessary for the proposed offsite improvements, as defined in Section 4(i).
- (e) “**CEQA**” means the California Environmental Quality Act, California Public Resources Code Section 21000 et seq.
- (f) “**CFD**” means a Community Facilities District created under the Mello-Roos Community Facilities Act of 1982 (Gov. Code, § 53311 et seq.), as defined in Section 4(c).
- (g) “**City**” means the City of Sierra Madre, as defined in the introduction.
- (h) “**City Consultant**” means a qualified, third-party consultant to review and process plans, as defined in Section 5(c).
- (i) “**City Parties**” means the City and its elected and appointed councilmembers, commissioners, officers, agents, and employees, as defined in Section 16(a).
- (j) “**Claims**” means any and all damages, claims, costs and liabilities, as defined in Section 16(a).
- (k) “**Congregation**” means The Congregation of Passion, Mater Dolorosa Community and any assignee or successor-in-interest to the portion of the Property that remains after the Development Parcel is conveyed to Developer and the Open Space and the Public Park are dedicated to or restricted in favor of the City, as defined in the introduction.
- (l) “**Default Notice**” means written notice by either Party of the failure of the other Party to perform an obligation, as defined in Section 12(b).
- (m) “**Developer**” means NUWI-SIERRA MADRE LLC, as defined in the introduction, and any other party covered under Section 9.
- (n) “**Development Impact Fee**” means a “fee” as defined in SMMC Chapter 15.52.
- (o) “**Development Parcel**” means the portion of the Property containing approximately 17.3 acres where the Project will be developed, as defined in the Recitals.
- (p) “**Director**” means the Sierra Madre Director of Planning and Community Preservation.
- (q) “**Effective Date**” means the date as defined in Section 7(a).

- (r) “**EIR**” means an Environmental Impact Report produced pursuant to CEQA, as defined in the Recitals.
- (s) “**Emergency Working Group**” means at least one and not more than five representatives from each Party that convene to resolve disagreements, as defined in Section 15(a).
- (t) “**Entitlements**” means, as defined in the Recitals, the following changes to the designation of the Development Parcel requested by one or more of Congregation or Developer:
  - (i) general plan land use designation amendment;
  - (ii) zoning code map amendment;
  - (iii) specific plan adoption; and
  - (iv) lot line adjustment.
- (u) “**Hillside Open Space**” means the property that Congregation will encumber with a conservation easement to limit development, as more described in Attachment E.
- (v) “**Minor Modification**” means an amendment to this Agreement that is not subject to Government Code Section 65868, as defined in Section 8(b).
- (w) “**Major Modification**” means a substantial amendment to this Agreement that is subject to Government Code Section 65868, as defined in Section 8(g).
- (x) “**Net Zero**” means water use strategies intended to achieve a net zero water impact on the City’s water system, as defined in Section 4(d).
- (y) “**Newly-Constructed Utilities**” means the newly-constructed utilities, if any, to be constructed by Developer in connection with the Project, as defined in Section 4(e).
- (z) “**Open Space Configuration**” means the configuration of parcels more particularly described in Attachment C.
- (aa) “**Party**” or “**Parties**” means any one of the City, Developer or Congregation, as defined in the introduction.
- (bb) “**Permitted Delay**” means an excused delay, as defined in Section 13(a).
- (cc) “**Permitted Delay Notice**” means a written notice identifying a Permitted Delay, as defined in Section 13(b).

- (dd) “**Project**” means the 42 single-family detached residential unit development, public rights-of-way, and Public Park within the Development Parcel, as defined in the Recitals.
- (ee) “**Property**” means the property owned by the Congregation and located at 700 North Sunnyside Avenue, Sierra Madre, California 91024, Assessor’s Identification No. 5761-002-008, consisting of approximately 65 acres.
- (ff) “**Public Park**” means the approximately three acres of the Development Parcel that Developer will dedicate to the City for park purposes, as defined in the Recitals.
- (gg) “**Retreat Center Open Space**” means the property that Congregation will encumber with a conservation easement to limit development, as more described in Attachment D.
- (hh) “**Schedule of Performance**” means the schedule included as Attachment F and defined in Section 6.
- (ii) “**SGVMWD**” means the San Gabriel Valley Municipal Water District.
- (jj) “**SMMC**” means the Sierra Madre Municipal Code.
- (kk) “**Term**” means the duration of the Agreement, as defined in Section 7(a).
- (ll) “**Transfer Agreement**” means an agreement between Developer or its successor-in-interest and a purchaser, transferee or assignee of the Development Parcel, as defined in Section 9(b).

3. CONGREGATION’S OBLIGATIONS.

- (a) Subdivision of Lot. Within 24 months after the Effective Date, Congregation shall submit a complete Tentative Tract Map application and pay all required application fees, or join the Developer’s application for a Tentative Tract Map in Section 4(a)(i), to subdivide the parcel identified as Assessor Parcel Number 5761-002-008 into two separate parcels in the configuration more particularly described in Attachment C, titled “**Open Space Configuration.**” The Congregation will complete a lot tie affidavit for the two parcels to ensure they cannot be transferred separately as a condition of any Tentative Tract Map approval.
- (b) Preservation of Retreat Center Open Space. As a condition of any Tentative Tract Map approval in Section 3(a), Congregation shall agree to record a conservation easement in favor of the City against the northern most parcel resulting from the subdivision and apply for a rezoning of that parcel to Open Space (“**Retreat Center Open Space**”). The easement shall prohibit future residential development in the Retreat Center Open Space in perpetuity, but shall reserve to the Congregation all subsurface rights, including but not limited to, water and mineral rights, and all

development rights consistent with the permitted uses under SMMC section 17.60.020, as interpreted by the Administrative Interpretation, included as Attachment D. Neither Congregation or Developer will be required to improve or maintain the Retreat Center Open Space. Congregation's obligation under this Section 3(b) may be specifically enforced by the other Parties. The recordation of the conservation easement and application for rezoning shall occur concurrently with the recordation of the conservation easement required by subsection 3(c).

- (c) Preservation of Hillside Open Space. Within 60 days after the issuance of the first building permit for the Project, Congregation shall record a conservation easement in favor of the City against Assessor Parcel Number 5761-001-001 and against Assessor Parcel Number 5760-027-013 (the parcels are collectively referred to as the "**Hillside Open Space**"), in the configuration more particularly described in Attachment E. The easement shall prohibit future development in the Hillside Open Space in perpetuity but shall reserve to the Congregation all subsurface rights, including but not limited to, water and mineral rights. Neither Congregation or Developer will be required to improve or maintain the Hillside Open Space. Congregation's obligation under this Section 3(c) may be specifically enforced by the other Parties.

#### 4. DEVELOPER'S OBLIGATIONS.

- (a) Applications for Subsequent Land Use Entitlements.
  - (i) Within 24 months after the Effective Date, Developer shall submit a complete Tentative Tract Map application and pay all required application fees. Completion of the offsite improvements discussed in Section 4(i) will be made a condition of any Tentative Tract Map approval.
  - (ii) Within 24 months after the Effective Date, Developer shall submit a complete Design Review Permit application for each of the 42 single-family detached residential units and pay all required application fees.
  - (iii) Neither the Tentative Tract Map nor the Design Review Permit may be approved if the Developer is found to be in default in accordance with Section 12.
- (b) Dedication & Development of a Public Park.
  - (i) Within 18 months after the approval of a Tentative Tract Map, Developer shall submit a site plan, planting plan, and a plan for the conceptual amenities for the Public Park, in accordance with Chapters 3 & 5 of the Specific Plan, to the Sierra Madre Community Services Commission for review, comment, and recommendation.

- (ii) The Community Services Commission shall hold no more than three public hearings to review, discuss, and provide recommendations on the plans noted in this Section 4(b)(i). The City will provide notice of the public hearings to all residential addresses within a 300-foot radius of the Property, at Developer's expense. The Community Services Commission's recommendation may be appealed to the City Council pursuant to SMMC Chapter 17.66.
  - (iii) Within 60 days after the City's issuance of a Certificate of Occupancy for the 22<sup>nd</sup> single-family residential unit in the Project, Developer will complete the development of the Public Park in accordance with Chapters 3 & 5 of the Specific Plan and the Community Services Commission's recommendation. City agrees that it shall not unreasonably delay the acceptance of the Public Park land and improvements. The period of the Developer's warranty of the Public Park improvements shall be limited to two years following the notice of completion of the Public Park improvements.
- (c) Financing of Certain Public Facilities.
- (i) Prior to the dedication of the Public Park to the City, Developer must provide a mechanism for funding the maintenance of certain public improvements including, but not limited to, the Public Park, as well as other permitted public functions as may be agreed upon by the Parties. Funding options include formation of a CFD formed pursuant to the provisions of the Mello Roos Community Facilities Act of 1982 (Gov. Code § 53331 *et seq.*). The Parties hereto, by this provision, shall not prohibit or otherwise limit the City's ability to take any and all necessary steps requisite to the formation of the CFD, so long as the CFD includes only the 42 residential lots on the Development Parcel and not land retained by the Congregation or to be transferred to the Congregation. Formation of any CFD assessment district or other public financing mechanism within the Development Parcel shall be subject to City's ability to make all findings required by applicable law and comply with all applicable legal procedures and requirements including, without limitation, City's public financing district policies as such policies may be amended from time to time.
  - (ii) Developer will be responsible for all costs incurred related to CFD formation, or other funding mechanism, including the cost of any legal, staff, or CFD consultant fees.
- (d) Attainment of Net Zero Water.
- (i) Developer will pay \$983,500 to implement "**Net Zero**" water use strategies, which are intended to create a water-neutral development where the amount of supplemental water purchased and stored and the amount of water use

offset by water-efficient improvements are equal to the development's total impact to the City's water system.

- (ii) The payment provided in Section 4(d)(i) will be paid in installments prior to the City's issuance of a building permit associated with each residential unit. Each installment shall be equal to the pro rata share of the payment required by Section 4(d)(i) at the time the building permit is issued.
- (iii) The payment contemplated in Section 4(d)(i) will be used for any of the following purposes at the sole discretion of the City Council:
  - (A) For the purchase of supplemental replenishment water from SGVMWD. Upon sale, SGVMWD will transfer the water to the City, which will store the water in the City's Main San Gabriel Valley Basin Cyclic Storage Account.
  - (B) To implement a program replacing existing lawns of residential units with drought tolerant landscaping.
  - (C) To reduce water distribution system water loss by investing in the City's water main replacement program.
- (e) Construction of Utilities.
  - (i) Developer will underground all newly constructed onsite utilities (the "**Newly Constructed Utilities**") in consultation with the City's Departments of Planning and Community Preservation and Public Works. Developer will not be required to underground existing utilities, including, without limitation, those utilities along the westerly edge of the Property.
  - (ii) Developer will submit a site plan for utilities concurrently with its Tentative Tract Map application.
  - (iii) The Newly Constructed Utilities to be undergrounded would include (to the extent applicable):
    - (A) Water
    - (B) Sewer
    - (C) Storm drains
    - (D) Gas
    - (E) Cable



- (F) Phone
  - (G) Fiber
  - (H) Electricity
  - (I) Storm water retention and treatment facilities
  - (J) Any other utilities the City deems necessary for inclusion in the Project
- (f) Construction of Low Impact Development Improvements. Developer will be responsible for implementing Best Management Practices consistent with SMMC Chapter 15.58 and the City's National Pollutant Discharge Elimination Permit Municipal Separate Storm Sewer System permit.
- (g) Payment of Development Impact Fees.
- (i) Developer will pay all Public Facilities Impact Fees prior to the issuance of each respective building permit pursuant to SMMC Chapter 15.52.
  - (ii) Developer will pay the Art in Public Places Fee upon applying for building permits pursuant to SMMC Chapter 17.90.
  - (iii) Developer will pay the Park Facility Fee in lieu of donating land upon applying for building permits, as provided in SMMC Chapter 16.44. The recordation of a conservation easement on the Retreat Center Open Space and the Hillside Open Space in Section 3 or the donation by the Congregation of the Public Park in Section 4(b) and any improvements thereon, will not be credited against the Park Facility Fee for purposes of the Quimby Act (Gov. Code § 66477) or SMMC Chapter 16.44.
  - (iv) Developer's payment under Section 4(d) will not be credited against the Water Facility Fee.
  - (v) In any action to collect the Public Facilities Impact Fees or any portion thereof, the City shall be entitled to its costs of enforcement and collection, including any attorneys' fees.
- (h) Encourage Electric Appliances.
- (i) Developer will make all necessary utility upgrades to provide each home with the option to have all electric appliances.

- (ii) Developer will furnish a model home with all electric appliances and make available educational pamphlets that explain the benefits of electric appliances.
  - (iii) Developer will erect onsite signage and maintain a website that explains the benefits of electric appliances and how to maximize their value.
  - (iv) Developer will ensure that each home is Energy Star certified.
  - (v) Developer will promote full electrification of the Project, including creating a video, website, and pamphlets to communicate the installation of all electric appliances, their use, and their benefit to the environment and homeowner. The developer will conduct a minimum of 4 electric cooking demonstrations to demonstrate the availability of electric induction cooking appliances.
- (i) Construction of Offsite Improvements.
- (i) Within 24 months after the Effective Date, Developer shall make all commercially reasonable efforts to acquire the right of way for the offsite improvement of Carter Avenue from the County of Los Angeles (the “**Carter Avenue Right of Way**”) and obtain all required approvals from the County of Los Angeles for the construction of Carter Avenue offsite improvements. City shall cooperate with, and support as needed, Developer’s efforts to obtain the Carter Avenue Right of Way and all required approvals. In the event the Carter Avenue Right of Way is acquired, Developer shall enter into an improvement agreement with the City for the construction of the Carter Avenue offsite improvements consistent with Attachment F, titled “**Construction of Offsite Improvements.**” Developer will also post security for the completion of the improvements as provided in the California Subdivision Map Act and Section 4(l).
  - (ii) Acquisition of the Carter Avenue Right of Way shall be a prerequisite to the recordation of the final tract map. Construction of Offsite Improvements must commence before the issuance of the first building permit for the Project. Construction of Offsite Improvements must be completed prior to the issuance of the 11th building permit for the Project.
- (j) Payment of Administrative Fees. Developer agrees to pay all application fees, processing fees, plan check fees, inspection fees and other administrative fees adopted to cover the City’s cost of processing the Entitlements and implementing approvals, provided that said fees are applied on a City-wide basis.

- (k) Reimbursement of Inspection Costs. Developer shall reimburse the City for its cost in hiring a third-party inspector to inspect the work performance and materials of the public improvements associated with the Project.
- (l) Payment of Security Bond. Pursuant to Government Code section 66499.3, subdivision (a), Developer will pay an amount equal to 100 percent of the total estimated cost of the improvements contemplated in Sections 4(b), (e), (f), and (i) as a security bond to guarantee and warranty the public improvements for a period of one year following the completion and acceptance thereof against any defective work or labor done, or defective materials furnished. The security bond(s) shall be posted prior to the issuance of the first building permit.
- (m) Reporting.
  - (i) Within 30 days of the one-year anniversary of the Effective Date and continuing annually thereafter until the date on which a Certificate of Occupancy is issued for the last single-family residential unit of the Project, Developer will submit an annual report to the City pursuant to Government Code Section 65865.1 (the “**Annual Report**”).
  - (ii) The Annual Report will include a progress report, a list of remaining tasks and the expected date of completion for the following items:
    - (A) Recordation of the conservation easements and lot tie affidavit pursuant to Section 3;
    - (B) Application for subsequent land use entitlements pursuant to Section 4(a);
    - (C) Design, dedication, and development of the Public Park pursuant to Section 4(b);
    - (D) Formation of a CFD pursuant to Section 4(c);
    - (E) Attainment of Net Zero Water pursuant to Section 4(d);
    - (F) Construction of Utilities pursuant to Section 4(e);
    - (G) Construction of low impact development improvements pursuant to Section 4(f);
    - (H) Payment of Development Impact Fees pursuant to Section 4(g);
    - (I) Initiatives to encourage electric appliances pursuant to Section 4(h); and

- (J) Progress on the completion of the offsite improvements pursuant to Section 4(i).
- (n) Upon approval of a Tentative Tract Map pursuant to Section 4(a)(i) and issuance of a Design Review Permit pursuant to Section 4(a)(ii), Developer shall pay the City \$250,000 to be used for public safety purposes.
- (o) The Project will abide by the City’s Water Efficient Landscape Ordinance, set forth in Chapter 15.60 of the SMMC, in effect at the time the building permits are issued. The Maximum Applied Water Allowance calculations in Section 4.4.2 of the Specific Plan will be revised to comply with this Section 4(o).

5. CITY’S OBLIGATIONS.

- (a) Vested Rights and Development Impact Fees. In consideration of the foregoing Congregation and Developer Obligations and in accordance with the provisions of Government Code Section 65864 et seq., the Developer has a vested right to develop the Project in accordance with the Entitlements as approved by the City. This Agreement also freezes all development impact fees in place as of the Effective Date as described in Resolution No. 21-31, subject to the annual escalator as approved by City Council, attached to this Agreement as Attachment G, titled “**Fee Resolution**”. The City will not impose any new or increased development impact fees on the Developer as part of this Project.
- (b) Preliminary Development Permits. City agrees that Developer may apply for and the city shall process all grading permit, model home permit, and temporary occupancy permit applications for model homes and related sales facilities in advance of the recordation of the Project final map.
- (c) Third Party Plan Check. Within 30 days of the submission of a tentative map, final map, grading plans, improvement plans, landscape plans or other construction documents by Developer, the City shall hire, at Developer’s sole cost and expense, a qualified, third-party consultant to review and process any such plans (“**City Consultant**”). Developer and the City shall agree upon a schedule for completion of City Consultant’s review of the plans; however, in no event shall City Consultant’s review be completed later than six months after the plans are submitted to the City.
- (d) Third Party Inspector. Within 30 days of Developer’s application for building permits, the City will contract with a third party inspector to inspect the public improvements associated with the Project. The public improvements to be inspected include:
  - (i) Sidewalks;

- (ii) Curbs and Gutters;
  - (iii) Streets;
  - (iv) Water Infrastructure;
  - (v) Sewer Infrastructure;
  - (vi) Gas Infrastructure;
  - (vii) Electric Infrastructure;
  - (viii) Communication Infrastructure;
  - (ix) Storm Drains;
  - (x) Landscaping and Sprinkler Systems; and
  - (xi) Park Infrastructure.
- (e) Annual Review.
- (i) Pursuant to Government Code section 65865.1, the City will review the Annual Report and determine whether Developer has complied in good faith with the terms and conditions of this Agreement.
  - (ii) Within 30 days of Developer’s submission of an Annual Report, the Sierra Madre Director of Planning and Community Preservation (“**Director**”) will deem the Annual Report complete, request additional information or determine that Developer has not complied in good faith with the terms and conditions of this Agreement. If Director fails to respond to Developer within such 30-day period, the Annual Report shall be deemed complete.
  - (iii) The City may seek the remedies described in Section 12 if
    - (A) Developer fails to submit the Annual Report or Director determines Developer is out of compliance; and
    - (B) in each case, Developer fails to cure such breach prior to the expiration of the applicable cure periods.
6. SCHEDULE OF PERFORMANCE. A “**Schedule of Performance**” for the Project is attached as Attachment H. The Schedule of Performance sets forth the times by which the Parties are to perform certain obligations under this Agreement.

7. TERM.

- (a) Term. The term of this Agreement (as extended from time to time, the “**Term**”) shall commence upon the date of the last signature of the Parties to the Agreement following the effective date of the General Plan Amendment and the effective date of the Specific Plan as approved by the City (“**Effective Date**”) and continue for a period of seven years, unless terminated earlier pursuant to Section 10.
  - (b) Requested Extension of Term. Within nine months prior to the expiration of this Agreement, Developer may request a one-year extension in the Term. The City Council may grant up to five one-year extensions provided the Developer is not in Default as defined in Section 12 of this Agreement.
8. AMENDMENT. This Agreement may be modified or amended from time to time, in whole or in part, by mutual written consent of the Parties hereto or their successors-in-interest, consistent with the following terms:
- (a) Flexibility. The Parties acknowledge that refinements and further development of the Project may demonstrate that minor changes are appropriate with respect to the details of the Project development and the performance of the Parties under this Agreement. The Parties desire to retain a certain degree of flexibility with respect to the details of the Project development by distinguishing between minor modifications and major modifications.
  - (b) Minor Modifications. Minor Modifications may be made to this Agreement pursuant to this section, or to the Project pursuant to Section 6.4 of the Specific Plan, that are in accordance with City development regulations and any approved entitlements that do not modify provisions affecting timing, performance, or value of the Developer’s obligations to the City set forth in this Agreement (“**Minor Modification**”). For the avoidance of doubt, the following shall not be considered Minor Modifications: (i) any modification in excess of the tolerances set forth Section 6.4(a) of the Specific Plan, or (ii) any modification listed in Section 6.4(i) of the Specific Plan.
  - (c) Approval of Minor Modification. Minor Modifications may be approved by the City Manager upon the written recommendation of the Director. Developer may apply for one or more Minor Modifications, consent to which shall not be unreasonably withheld, conditioned, or delayed by the City Manager acting on behalf of the City.
  - (d) Determination by City Manager. The City Manager or his/her designee, in his/her reasonable judgment, shall determine:
    - (i) whether the requested modification constitutes a Minor Modification;
    - (ii) whether the requested modification is consistent with the remainder of this Agreement, the SMMC, and the General Plan; and

- (iii) whether the requested modification tends to promote the goals of this Agreement.
- (e) Approval by City Manager. If the City Manager or his/her designee determines the questions in Section 8(d) above in the affirmative, the proposed modification will be approved by the City as a Minor Modification, and a written modification will be executed by the Parties and attached to this Agreement.
- (f) Minor Modification Not Deemed Amendment. Any such Minor Modification shall not be deemed an “amendment” to this Agreement under Government Code Section 65868.
- (g) Major Modifications. Every amendment that the City Manager determines is not a Minor Modification shall constitute a major modification (each, a “**Major Modification**”), which require notice and a public hearing pursuant to California Government Code Section 65868. All Major Modifications shall be considered and acted upon by the City Council.
- (h) Notice of Minor and Major Modifications. Every Minor Modification and Major Modification must be submitted to the Director in the first instance. The Director shall provide notice of the application for a Minor Modification and Major Modification to the City Council, Planning Commission, and City Manager.
- (i) Amendments to Attachments. Any mutually approved amendment to an attachment incorporated into this Agreement by reference that is amended by separate City Council action shall automatically be deemed to be incorporated into the Project and vested under this Agreement.
- (j) Transfers of Interest. Where a portion of the Parties’ rights or obligations have been transferred, assigned, and assumed, the signature of the person or entity to whom such rights or obligations have been assigned shall not be required to amend this Agreement unless such amendment would materially alter the rights or obligations of such assignee/transferee hereunder.
- (k) Effect of Amendment. Any amendment to this Agreement shall be operative only as to those specific portions of this Agreement expressly subject to the amendment, and all other terms and conditions of this Agreement shall remain in full force and effect without interruption.

9. ASSIGNMENT OF INTERESTS, SUCCESSORS, RIGHTS AND OBLIGATIONS.

- (a) Developer Assignment Right. Developer shall have the right, subject to this Section 9, to sell, transfer or assign its interests, rights and obligations in this Agreement in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code § 66410, *et seq.*) to any person,

partnership, joint venture, firm, limited liability company, or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with this Agreement and must include the obligation of any assignee to assume or replace the Security Bond required in 4(k).

- (b) Developer Notification. Before any such sale, transfer or assignment of this Agreement, Developer shall notify the City in writing of such sale, transfer or assignment. Upon the sale, transfer or assignment of this Agreement, Developer shall provide the City with an agreement executed by the purchaser, transferee or assignee, which agreement shall provide that the purchaser, transferee or assignee expressly and unconditionally assumes Developer's duties, obligations, agreements, covenants and waivers arising under this Agreement after the date of such assignment ("**Transfer Agreement**").
  - (c) Release. If such Transfer Agreement intends to release Developer of Developer's obligations under this Agreement, such Transfer Agreement must be approved by the City Manager on behalf of the City in writing to release Developer from obligations under this Agreement, which approval shall not be unreasonably withheld, conditioned or delayed. Prior to approving Developer's release of its obligations under this Agreement, the City may request that Developer provide such information demonstrating to the City's reasonable satisfaction that such purchaser, transferee or assignee has sufficient development experience and financial capability, including the ability to assume or replace the Security Bond requirements of Section 4(l) above, to complete the Project and perform all obligations assumed. In no event shall Developer be released from its obligations and liabilities under this Agreement without the City's written consent pursuant to this section.
  - (d) Successors. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties.
10. **TERMINATION.** This Agreement shall be terminated and of no further effect upon the occurrence of any of the following events, whichever occurs first:
- (a) Expiration. Expiration of the seven-year term, unless extended by subsequent one-year terms or extended by reason of a Permitted Delay;
  - (b) Project Completion. Completion of the Project in accordance with the Entitlements and the City's issuance of all required occupancy permits and acceptance of all dedications and improvements required under the Entitlements and this Agreement;
  - (c) Unit Completion. As for any specific lot containing a residential dwelling or other structure within the Project, this Agreement shall be terminated as to such lot upon



the issuance by the City of a certificate of occupancy for the dwelling or other structure constructed thereon;

- (d) Final Order. Entry of final judgment or issuance of a final order directing the City to set aside, withdraw or abrogate the City's approval of this Agreement or any material part of the Entitlement; or
  - (e) Initiative or Referendum. A successful initiative or referendum by the residents of Sierra Madre invalidating any of the Entitlements and a final legal judgment sustaining the results of the initiative or referendum, to the extent an action is filed in court.
  - (f) Party Election. The effective date of the Party's election to terminate the Agreement as provided in Section 12(c).
11. **SURVIVING COVENANTS.** The Parties agree that certain rights and obligations specified in this Agreement shall survive its termination, either wholesale or with respect to any portion of the Project, including, but not limited to, the rights and obligations set forth in Sections 9, 11, 12, 14, 16, 17, 18, and 20.
12. **DEFAULT.**
- (a) Nonperformance. Any failure by a Party hereto to perform any material term or material provision of this Agreement, which failure continues uncured for a period of 60 days following written notice of such failure from the other Party (unless such period is extended by mutual written consent), shall constitute a default under this Agreement ("**Default**").
  - (b) Default Notice. A Party must provide written notice of Default ("**Default Notice**"), which shall specify the nature of the alleged failure and, where appropriate, how said failure may be satisfactorily cured. If the nature of the alleged failure is such that it cannot be cured within such 60-day period, then the substantial commencement of the cure within such time period, and the diligent prosecution to completion of the cure within one year thereafter, shall be deemed to be cured within such 60-day period.
  - (c) Remedies. If the alleged failure remains uncured after the expiration of the 60-day period (subject to the extended cure period in clause (b) above), the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement (and, in such proceeding, the non-defaulting Party may seek to terminate this Agreement subject to equitable considerations). If the Default is cured, as provided herein, then no Default shall exist, and the noticing Party shall take no further action.

- (d) Building Permits & Certificates of Occupancy. No building permit or certificate of occupancy may be issued for the Project if there is an uncured Default pursuant to this Section 12.

13. FORCE MAJEURE.

- (a) Permitted Delay. Performance by any Party of its obligations under this Agreement shall be excused during any period of permitted delay as hereinafter defined. For purposes hereof, permitted delay (“**Permitted Delay**”) shall include delay beyond the reasonable control of the Party claiming a Permitted Delay, including, but not limited to:
  - (i) acts of God;
  - (ii) civil commotion;
  - (iii) delay resulting from local, state or federal public health orders, as determined by the City Manager;
  - (iv) riots;
  - (v) strikes, picketing or other labor disputes;
  - (vi) shortages of materials or supplies, as determined by the City Manager;
  - (vii) damage to work in progress by reason of fire, floods, earthquake or other casualties;
  - (viii) failure, delay or inability of any other Party to act, including as a result of the County of Los Angeles’ refusal to transfer the right of way for the Construction of Offsite Improvements, as determined by the City Manager;
  - (ix) enactment of conflicting state or federal laws or regulations;
  - (x) judicial decisions or similar basis for excused performance;
  - (xi) judicial challenge, petition or request for reconsideration or a referendum challenging this Agreement, the CEQA determination or the Entitlements until such time such challenge, request or referendum is fully resolved; and
  - (xii) litigation brought by a third party attacking the validity of this Agreement, the CEQA determination or the Entitlements, until such time as a final, non-appealable judgment is entered.
- (b) Claim of Permitted Delay. Any Party claiming a Permitted Delay shall notify the other Party in writing (each, a “**Permitted Delay Notice**”) of such delay within

60 days after the commencement of the delay or within 30 days after receipt of a Default Notice, whichever is later. Each Permitted Delay Notice shall include the estimated length of the Permitted Delay.

- (c) Congregation's or Developer's Permitted Delay. Upon receiving a Permitted Delay Notice from the Congregation or the Developer, the City Manager will determine the length of any Permitted Delay, the expiration of which will convert the Permitted Delay into a Default under Section 12 of this Agreement.
- (d) City's Permitted Delay. Upon receiving a Permitted Delay Notice from City, the Congregation or Developer may object in writing within 10 days. In the event of such objection, the Parties shall meet and confer within 30 days after the date of the objection with the objective of attempting to arrive at a mutually acceptable solution to the disagreement regarding the Permitted Delay. If no mutually acceptable solution can be reached, either party may take such action as may be permitted under Section 14.

#### 14. REMEDIES.

- (a) Certain Remedies. In any action at law or equity or other legal or administrative proceeding to remedy a Default of this Agreement or otherwise enforce this Agreement or that otherwise may arise out of this Agreement, the sole and unique remedies shall consist of:
  - (i) specific performance,
  - (ii) mandatory or injunctive relief,
  - (iii) writ of mandate, or
  - (iv) termination.

No Party shall be liable, regardless of whether the Claim is based in contract or tort, for any special, indirect or consequential damages or lost profits.

- (b) Termination. The Parties agree that if Developer fails to carry out its material obligations under this Agreement, and such failure is not cured pursuant to Section 12(b), the City has the right to terminate this Agreement subject to the resolution of any formal dispute and equitable considerations.
- (c) Equitable Relief. Due to the size, nature and scope of the Project, it will not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, Congregation and Developer may be foreclosed from other choices it may have had to utilize the Property and provide for other benefits. Congregation and Developer have invested significant time and resources and performed extensive planning and

processing of the Project in agreeing to the terms of this Agreement and will be investing even more substantial time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate Congregation and Developer for such efforts. By the same token, in the event that City issues any permit or other approval for a structure, and the public facilities, improvements, and infrastructure reasonably necessary to provide an adequate level of public services to that structure are not timely completed or Developer or Congregation otherwise fails to carry out its obligations under this Agreement, then it would not be possible to determine a sum of money that would adequately compensate City for the resulting hardship. For the above reasons, the Parties agree that, notwithstanding any other language in this Agreement, damages would not be an adequate or appropriate remedy.

#### 15. EMERGENCY WORKING GROUP MEETINGS.

- (a) Meetings. Notwithstanding any other provision in this Agreement, the Parties shall not commence any legal action or willfully engage in any other act or omission inconsistent with the terms of this Agreement, including but not limited to withholding or delaying issuance of any ministerial approval by City, without first initiating and participating in good faith in, an “**Emergency Working Group**” meeting pursuant to the terms of this Section 15.
- (b) Notice of Meeting. Upon receipt of any Default Notice, or upon the existence of any dispute or disagreement between the Parties arising out of or relating to this Agreement or the Project, any Party may request a meeting of the Emergency Working Group to address and seek to resolve the dispute or disagreement by giving written notice to the other Party setting forth the nature of the issue in dispute and the desire to hold an immediate Emergency Working Group meeting.
- (c) Date of Meeting. The meeting shall be held within 10 days of the written notice, unless extended by mutual written agreement of the Parties.
- (d) Composition. The Emergency Working Group will be composed of at least one and not more than five representatives from each Party.

#### 16. DEFENSE AND INDEMNITY.

- (a) Developer Indemnity. Developer shall defend, indemnify and hold harmless the City, its elected and appointed councilmembers, commissioners, officers, agents and employees (“**City Parties**”), from and against any and all loss, injury, expense, attorney fees, litigation expenses, court costs, damages, claims, costs and liabilities (“**Claims**”) arising out of the Project or this Agreement, or any bankruptcy proceedings, including a referendum challenging this Project or Agreement; but

excluding any Claims resulting solely from the intentional conduct or active negligence of the City Parties.

- (b) Limit on Indemnity. Nothing in this Section 16 shall be construed to mean that Developer shall defend or indemnify the City from or against any Claims arising from or alleged to arise from activities associated with the maintenance or repair by the City or any other public or quasi-public agency of improvements that have been offered for dedication and accepted by the City or such other public or quasi-public agency.
  - (c) Tender of Defense. The City shall tender the complete defense of any Claims to the Developer. Upon acceptance of such tender by Developer:
    - (i) Developer shall defend and indemnify the City against any and all fees and costs arising out of the defense of such Claims; and
    - (ii) the Parties shall jointly control the defense or settlement of such Claims. Counsel in any such legal defense shall be selected by Developer and reasonably approved by the City. Developer shall not settle any such proceeding without the consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.
  - (d) Rejection of Tender. If Developer should fail to accept the City's tender of defense as set forth above, the City shall defend such Claims and control the defense or settlement of such Claims in the City's sole discretion, and the City may take any and all actions it deems necessary and appropriate in connection therewith.
17. **BANKRUPTCY INDEMNIFICATION.** The requirement of Section 16 above extends to any claims third parties may raise due to the bankruptcy of the Developer, including any parties that were connected to the Developer. City is relying on this representation as part of City's participation in and consent to this Agreement. Developer agrees to defend, indemnify, and hold harmless City Parties for any Claims resulting from any party claiming any interest in the Developer or any potential bankruptcy proceedings.
18. **NOTICES.** Except as otherwise provided in this Agreement, or expressly provided by law, any notice, approval, consent, waiver, or other communication required or permitted to be given, or to be served upon any Party in connection with this Agreement, shall be in writing. Such notice shall be personally served or sent by first class United States mail, postage prepaid, or by reputable overnight carrier, such as Federal Express, or by mail. Such notice shall be deemed given upon the earliest of:
- (a) when received,
  - (b) if personally served or sent by overnight carrier, when delivered to the Party (or the agent of the Party) to whom such notice is addressed, or

(c) if given by mail, three business days following deposit in the United States mail.

Such notices shall be addressed to the Party to whom such notice is given at the Party's address set forth below.

**To the City:**

City of Sierra Madre  
232 West Sierra Madre Boulevard  
Sierra Madre, California 91024  
Attention: City Manager

(The City) With a copy to:

Colantuono, Highsmith & Whatley, PC  
790 E. Colorado Boulevard, Suite 850  
Pasadena, California 91101  
Attention: Aleks R. Giragosian

**To Developer:**

NUWI-SIERRA MADRE LLC  
2001 Wilshire Boulevard, Suite 401  
Santa Monica, California 90403  
Attention: Adam Browning

(Developer) With a copy to:

Manatt, Phelps & Phillips, LLP  
695 Town Center Drive, 14th Floor  
Costa Mesa, California 92626  
Attention: Susan K. Hori

**To Congregation:**

The Congregation of the Passion, Holy Cross  
Province  
660 Busse Highway  
Park Ridge, Illinois 60068  
Attention: Keith Zekind, Director of Finance

(Congregation) With a copy to:

Mater Dolorosa Community  
700 N. Sunnyside Avenue  
Sierra Madre, California 91024  
Attention: Fr. Michael Higgins

(Congregation) With a copy to:

Plante Moran CRESA  
26300 Northwestern Highway  
Southfield, Michigan 48076  
Attention: William Lichwalla

(Congregation) With a copy to:

Freeborn & Peters LLP  
311 South Wacker Drive, Suite 3000  
Chicago, Illinois 60606  
Attention: Michael A. Moynihan, Esq.

(Congregation) With a copy to:

Burke, Williams & Sorensen  
444 South Flower Street, Suite 2400  
Los Angeles, California 90071-2953  
Attention: Gregory M. Murphy, Esq.

A Party may change its address for delivery of notices or provide for an additional address or addresses to which copies of notices shall be delivered by providing written notice to the other Parties of the new or additional address or addresses in the manner specified in this Section.

19. ATTACHMENTS. All the attachments listed in this Agreement are incorporated herein by reference. Those attachments include:

- (a) Attachment A: Legal Description
- (b) Attachment B: Project Configuration
- (c) Attachment C: Open Space Configuration
- (d) Attachment D: Administrative Interpretation
- (e) Attachment E: Hillside Open Space
- (f) Attachment F: Construction of Offsite Improvements
- (g) Attachment G: Fee Resolution
- (h) Attachment H: Schedule of Performance

20. MISCELLANEOUS PROVISIONS.

- (a) Authority to Execute Agreement. Each Party (as to itself) warrants and represents that the person or persons executing this Agreement on behalf of such Party has the authority to execute this Agreement and the authority to bind such Party to its obligations hereunder.
- (b) Construction of Agreement. All Parties have been represented by counsel in the preparation of this Agreement and no presumption or rule that ambiguity shall be construed against a drafting Party shall apply to interpretation or enforcement hereof. Captions on sections and clauses are provided for convenience only and shall not be deemed to limit, amend or affect the meaning of the provision to which they pertain.
- (c) Conflicts. This Agreement incorporates elements of the Project Specific Plan. If any term, provision, or concept conflicts with the Specific Plan, the term, provision, or concept in this Agreement shall control.
- (d) Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without regard to conflicts of laws principles. Venue for any legal action brought by any Party hereto for breach

of this Agreement or to interpret or enforce any provisions herein shall be in the Los Angeles County Superior Court.

- (e) No Joint Venture or Partnership. The Parties hereby renounce the existence of any form of joint venture, partnership or other association between or among any one or more of the City, Developer or Congregation, and the Parties agree that nothing in this Agreement or in any document executed in connection with this Agreement shall be construed as creating any such relationship between or among any of them.
- (f) Covenant of Good Faith and Fair Dealing. No Party shall do anything which shall have the effect of injuring the right of another Party to receive the benefits of this Agreement or do anything which would render its performance under this Agreement impossible. Each Party shall perform all acts contemplated by this Agreement to accomplish the objectives and purposes of this Agreement.
- (g) Partial Invalidity Due to Governmental Action. In the event state or federal laws or regulations enacted after the Effective Date or the formal action of any governmental entity other than the City prevent compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, the Parties agree that the provisions of this Agreement shall be modified, extended or suspended only to the minimum extent necessary to comply with such laws or regulations.
- (h) Further Actions and Instruments. The Parties agree to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of this Agreement. Each of the Parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Agreement.
- (i) Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person or entity shall have any right of action based upon any provision in this Agreement.
- (j) No Waiver. No delay or omission by a Party in exercising any right or power accruing upon non-compliance or failure to perform by another Party under the provisions of this Agreement shall impair or be construed to be a waiver of any such right or power. A waiver by a Party of any of the covenants or conditions to be performed by another Party shall not be construed as a waiver of any succeeding breach or non-performance of the same or other covenants and conditions hereof.
- (k) Severability. If any provision of this Agreement shall be adjudicated to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision. Notwithstanding the foregoing or any other provisions of this Agreement, if a material provision of this Agreement is found to be unenforceable, void or voidable,



a Party benefited by such material provision may terminate this Agreement upon providing written notice to the other Parties.

- (l) Recording. Pursuant to California Government Code Section 65868.5, no later than 10 days after the City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement in the Official Records of the County of Los Angeles. The burdens of the Agreement shall be binding upon, and the benefits of the Agreement shall inure to, all successors-in-interest to the Parties to the Agreement.
- (m) Time is of the Essence. Time is of the essence of each provision in this Agreement.
- (n) Binding Covenants. The provisions of this Agreement, to the fullest extent permitted by law, shall constitute covenants which shall run with the Property, and the benefits and burdens of this Agreement shall be binding upon and inure to the benefit of the Parties and their successors-in-interest.
- (o) Prevailing Attorneys' Fees. In connection with a dispute arising under or in connection with this Agreement, a prevailing Party shall be entitled to recover from the non-prevailing party, such prevailing Party's court costs and reasonable attorneys' fees (including the reasonable value of in house attorney services) and disbursements incurred in connection therewith and in any appeal or enforcement proceeding thereafter, including any bankruptcy proceeding (and any action for relief from the automatic stay of any bankruptcy proceeding), in addition to all other recoverable costs.
- (p) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.
- (q) Certain Terminology. Whenever the words "including", "include" or "includes" are used in this Agreement, they shall be interpreted in a non-exclusive manner as though the words "without limitation" immediately followed the same. Except as otherwise indicated, all Article, Section, Clause, and Attachment references in this Agreement shall be deemed to refer to the Articles, Sections, Clauses, and Attachments to this Agreement. Wherever the words "herein" or "hereunder" appear in this Agreement, they shall be interpreted to mean "in this Agreement" or "under this Agreement", respectively.
- (r) Non-Business Days. Whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time or by a particular date that ends or occurs on a non-business day (*i.e.*, Saturday, Sunday, or a holiday recognized by the U.S. federal government or the State of California), then such period or date shall be extended until the immediately following business day. A "business day" as used herein shall mean any day other

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 }

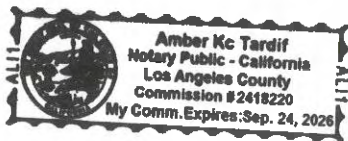
On October 25, 2022 before me, Amber KC Tardif, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Eugene Reese GROSS
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Development Agreement

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

- Corporate Officer - Title(s)
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer is Representing:

Signer's Name:

- Corporate Officer - Title(s)
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer is Representing:

than a Saturday, Sunday or any day on which commercial banks in Los Angeles County, California are authorized or obligated to close.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”

CITY OF SIERRA MADRE, a California municipal corporation

Signature: *Eugene Goss*

Printed: EUGENE GOSS

Title: MAYOR

Date: 10/25/2022

*[Handwritten Signature]*



*See attached Acknowledgement Form*

“CONGREGATION”

THE CONGREGATION OF PASSION, MATER DOLOROSA COMMUNITY, a California not-for-profit corporation

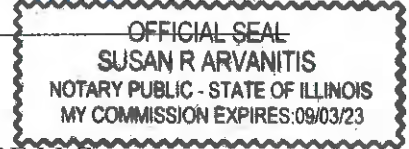
Signature: *[Handwritten Signature]*

Printed: KEITH A. ZEKIND

Title: ASSISTANT TREASURER

Date: 10/13/2022

*Susan R. Arvanitis*



“DEVELOPER”

NUWI-SIERRA MADRE LLC  
a Delaware limited liability company

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

than a Saturday, Sunday or any day on which commercial banks in Los Angeles County, California are authorized or obligated to close.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”

“CONGREGATION”

CITY OF SIERRA MADRE, a California municipal corporation

THE CONGREGATION OF PASSION, MATER DOLOROSA COMMUNITY, a California not-for-profit corporation

Signature: 

Signature: \_\_\_\_\_

Printed: Gene Goss

Printed: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

Date: 10/11/2022

Date: \_\_\_\_\_

“DEVELOPER”

NUWI-SIERRA MADRE LLC  
a Delaware limited liability company

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Signature: 


Printed: Laura Aguilar

Title: City Clerk

Date: 10/11/2022 and 10/25/2022

---

Approved as to form:

Signature: 

Printed: Aleks Giragosian

Title: City Attorney

Date: 10/11/2022

Approved as to form:

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

than a Saturday, Sunday or any day on which commercial banks in Los Angeles County, California are authorized or obligated to close.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”

CITY OF SIERRA MADRE, a California municipal corporation

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

“CONGREGATION”

THE CONGREGATION OF PASSION, MATER DOLOROSA COMMUNITY, a California not-for-profit corporation

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

“DEVELOPER”

NUWI-SIERRA MADRE LLC  
a Delaware limited liability company

Signature:  \_\_\_\_\_

Printed: Adam Browning

Title: Manager

Date: 10/14/2022

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 October 14, 2022 before me, Monica Gallegos, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Adam Browning
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

Signature M. Gallegos
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Development Agreement

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian of Conservator
Other:
Signer is Representing:

**EXHIBIT A  
APN 5761-002-008  
PROPOSED PARCEL 2  
LEGAL DESCRIPTION**

THAT CERTAIN PARCEL OF LAND IS SITUATED IN THE CITY OF SIERRA MADRE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND GOVERNMENT LOT 1 OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 11 WEST, SAN BERNARDINO MERIDIAN, AND THOSE PORTIONS OF LOTS 19 AND 20 OF THE SIERRA MADRE TRACT AS PER MAP FILED IN BOOK 4, PAGES 502 AND 503, MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN PARCEL 4, AS DESCRIBED IN THE DEED RECORDED IN BOOK 3051 PAGE 305, OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**EXCEPTING THEREFROM** ALL THAT PORTION OF SAID PARCEL 4, LYING EASTERLY AND NORTHEASTERLY OF THE WESTERLY, NORTHWESTERLY AND SOUTHWESTERLY LINE OF THE LAND DESCRIBED AS PARCEL 140, IN THE FINAL ORDER OF CONDEMNATION RECORDED IN BOOK 49004, PAGE 198, OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER.

**ALSO EXCEPTING** THAT PORTION OF SAID PARCEL 4 LYING NORTHERLY AND EASTERLY OF THE FOLLOWING LINE:

**COMMENCING** AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17 AS SHOWN ON TRACT NO. 30597, FILED IN BOOK 798 PAGES 14 AND 15, OF MAP BOOKS IN SAID OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE WESTERLY LINE OF SECTION 17 AS SHOWN ON SAID TRACT MAP 30597 NORTH 0°12'34" WEST 360.78 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 89°37'17" EAST, 189.83 FEET;

THENCE SOUTH 37°18'31" EAST, 54.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 73.50 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 37°18'31" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE 68.08 FEET, THROUGH A CENTRAL ANGLE OF 53°04'13" AN ARC DISTANCE OF 68.08 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 0°22'43" EAST, 23.88 FEET;

THENCE NORTH 89°37'17" EAST, 489.30 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 65.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 39°29'27" WEST;

THENCE EASTERLY ALONG SAID CURVE 90.46 FEET THROUGH A CENTRAL ANGLE OF 79°44'20";

THENCE NORTH 89°37'17" EAST, 49.39 FEET;



THENCE NORTH 74°29'17" EAST, 35.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 79.50 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 74°29'17" WEST;

THENCE SOUTHERLY ALONG SAID CURVE 10.47 FEET THROUGH A CENTRAL ANGLE OF 7°32'33";

THENCE NORTH 89°37'17" EAST, 110.45 FEET;

THENCE SOUTH 0°22'43" EAST, 170.32 FEET TO THE WESTERLY LINE OF SAID PARCEL 140.

CONTAINING 17.30 ACRES, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION.



KURT R. TROXELL, P.L.S. 7854  
DATED THIS 22 DAY OF APRIL , 2021



# EXHIBIT B

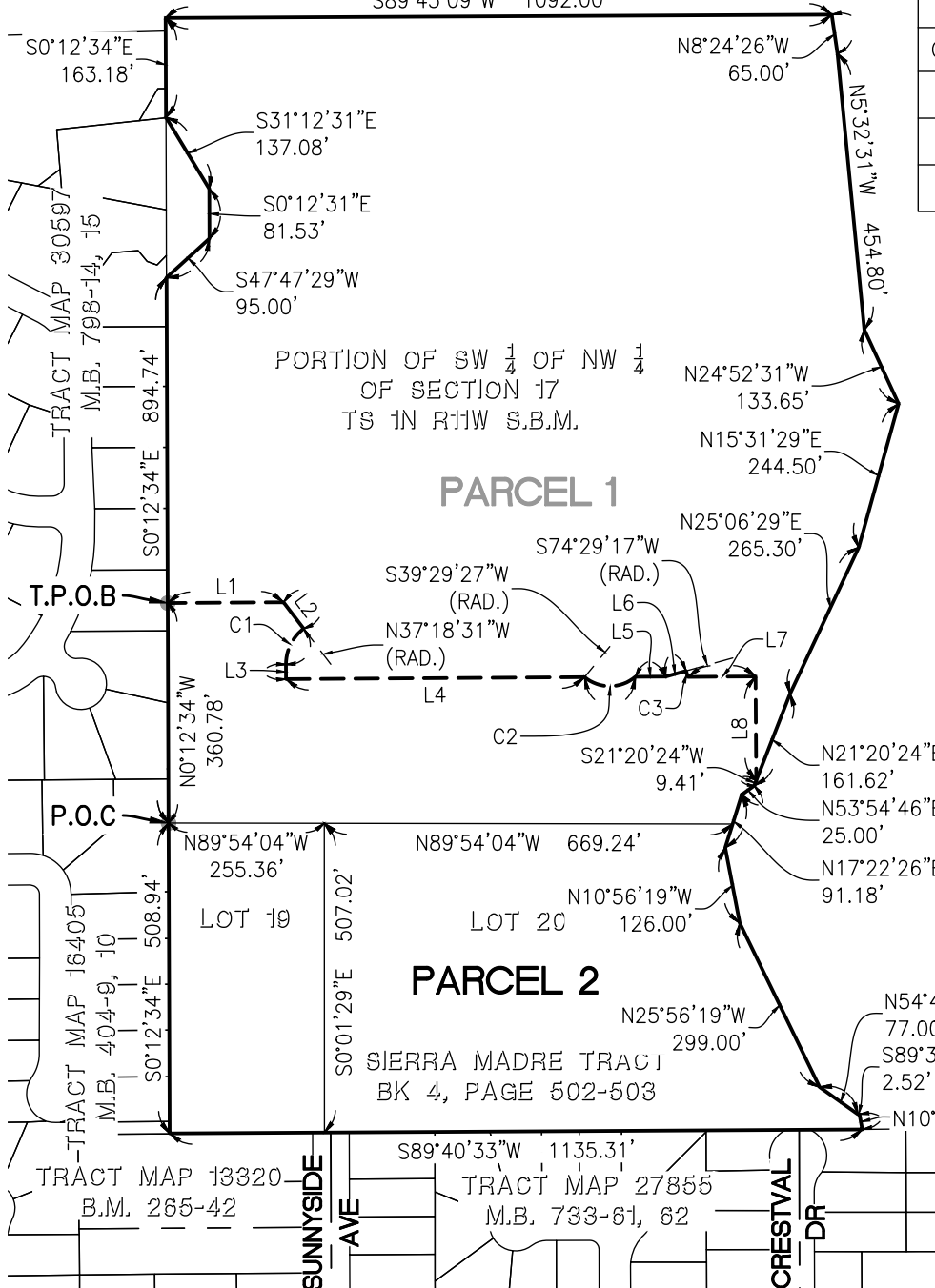
S89°43'09"W 1092.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	53°04'13"	73.50'	68.08'
C2	79°44'20"	65.00'	90.46'
C3	7°32'33"	79.50'	10.47'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°37'17"E	189.83'
L2	S37°18'31"E	54.27'
L3	S00°22'43"E	23.88'
L4	N89°37'17"E	489.30'
L5	N89°37'17"E	49.39'
L6	N74°29'17"E	35.03'
L7	N89°37'17"E	110.45'
L8	S00°22'43"E	170.32'

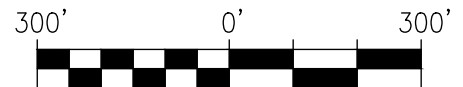


4/22/21



### LINE LEGEND:

- SUBJECT PROPERTY LINES
- CENTERLINES
- EXISTING LOT LINES
- PROPOSED LOT LINES



SCALE: 1" = 300'



16795 Von Karman, Suite 100  
Irvine, California 92606  
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www.fuscoe.com

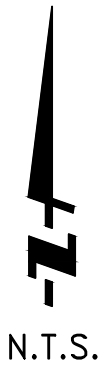
**EXHIBIT B**  
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
of: PARCEL 2 LOT LINE ADJUSTMENT  
700 N SUNNYSIDE AVE

DATE: April 22, 2021  
FN: 1972 – PARCEL 2  
DRAWN BY: MC  
CHECKED BY: KRT  
SHEET 1 OF 1

-- DRAFT -- JULY 26, 2021 --



Figure 3-1: Land Use Plan



**ATTACHMENT D : RETREAT CENTER OPEN SPACE**  
SIERRA MADRE, CA  
JULY 26, 2022



PLANNING & COMMUNITY PRESERVATION DEPARTMENT  
**MEMORANDUM**

TO: Aleks Giragosian, City Attorney

FROM: Vincent Gonzalez, Director of Planning & Community Preservation

DATE: July 28, 2022

RE: Administrative Interpretation (Mater Dolorosa Retreat Center Open Space Easement – Permitted Uses)

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It shall be the duty of the director, where reasonably necessary, to interpret the provisions of the code to assure adherence to the City Council's purpose and intent in adopting the provisions contained therein. All such interpretations shall be reduced to written form, and shall be permanently maintained by the director.

Mater Dolorosa Retreat Center (Retreat Center) has requested a Director's interpretation for the dedication of a portion of the Retreat Center property as an open space easement. The easement shall prohibit future residential development in the Retreat Center Open Space in perpetuity, but shall reserve to the Congregation all subsurface rights, including but not limited to, water and mineral rights, and all development rights consistent with the permitted uses under SMMC section 17.60.020, as interpreted by the Director referenced below.

**Background:** The Congregation of the Passion, Mater Dolorosa Community, a California charitable corporation, operates a 90-guest retreat center in Sierra Madre ("Applicant"). The Applicant is the owner of property (Assessor's Parcel Number 5761-002-008) located at 700 North Sunnyside Avenue, Sierra Madre, CA 91024 ("Property").

**Municipal Code:** Sierra Madre Municipal Code ("SMMC") Chapter 17.16.020 – regulates uses permitted in the Open Space Zone. Specifically, Section 17.16.020.B allows Parks, playgrounds, wildlife preserves, recreation areas and such nonhabitable buildings and structures as are accessory.

**Director's Interpretation:** It is the Director's interpretation of Section 17.16.020.B, that certain passive religious uses are similar to recreational area uses, including nonhabitable structures that would be auxiliary to such uses.

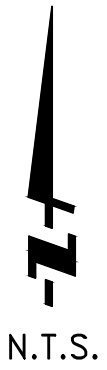
Nonhabitable structures include but are not limited to:

- Prayer/mediation garden(s)
- Prayer/mediation trail(s) similar to Stations of the Cross
- Small gathering area for group prayer

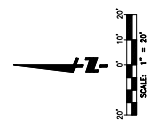
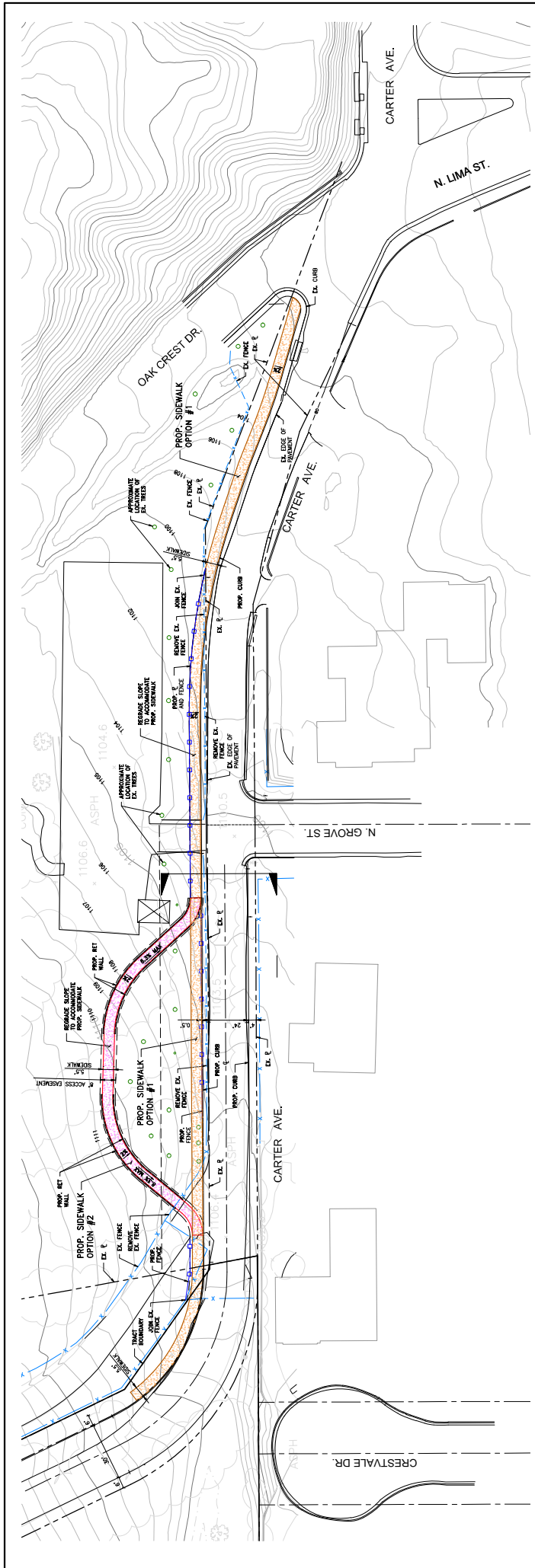
In connection with these "passive religious" uses, the Retreat Center may construct nonhabitable structures, including but not limited to:

- Pergola with vines over a segment of a trail
- Gazebo or similar over a bench or benches
- An altar within a small gathering area
- A small shed if needed to hold equipment relevant to the keeping of the religious uses

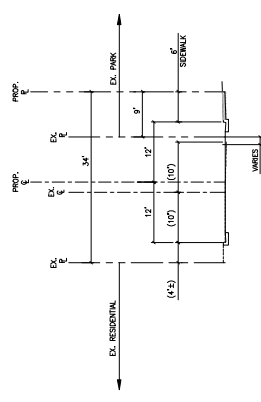
***Director's Conclusion:*** It is the conclusion of the Director that the Municipal Code allows nonhabitable structures referenced above as a use permitted by right.



**ATTACHMENT E: HILLSIDE OPEN SPACE**  
SIERRA MADRE, CA  
JULY 26, 2022



- NOTE:
- 1) EXISTING TREES ARE GRAPHICAL, TO BE CONFIRMED WITH SURVEY.
  - 2) EXISTING SLOPE ON NORTH SIDE OF CARTER TO BE REALIGNED TO ACCOMMODATE PROPOSED SIDEWALK. REGRADING COULD IMPACT EXISTING TREES.



OPTION 1  
SECTION - CARTER AVE.  
24' CURB TO CURB WITH NO PARKING  
AND 6' SIDEWALK ON NORTH SIDE  
1"=10'

THE MEADOWS AT BAILEY CANYON  
CARTER SIDEWALK-OPTIONS 1 AND 2

SIERRA MADRE, CA  
MAY 2, 2022



**RESOLUTION 21-31  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE  
ESTABLISHING A SCHEDULE OF FEES AND CHARGES FOR CITY  
SERVICES FOR FISCAL YEAR 2021-2022**

**THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DOES HEREBY RESOLVE:**

**WHEREAS**, the City of Sierra Madre has conducted an analysis of its services, the costs reasonably borne of providing those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for special services; and

**WHEREAS**, the City wishes to comply with both the letter and the spirit of Article XIII-B of the California Constitution and limit the growth of taxes; and

**WHEREAS**, the City desires to establish a policy of recovering the full costs reasonably borne of providing special services of a voluntary and limited nature, such that general taxes are not diverted from general services of a broad nature and thereby utilized to subsidize unfairly and inequitably such special services; and

**WHEREAS**, heretofore, the City Council adopted Ordinance No. 1058 on the 14<sup>th</sup> day of November, 1989 (SMMC Section 3.20.040 - Fees and charges schedule) establishing its policy as to the recovery of costs and more particularly the percentage of costs reasonably borne to be recovered from users of City services and directing staff as to the methodology for implementing said Ordinance; and

**WHEREAS**, notice of public hearing has been provided per Government Code Section 66016, oral and written presentations made and received, and the required public hearing held; and

**WHEREAS**, a schedule of fees and charges to be paid by those requesting such special services need be adopted so that the City might carry into effect its policies; and

**WHEREAS**, it is the intention of the City Council to develop a revised schedule of fees and charges based on the City's budgeted and projected costs reasonably borne from the Fiscal Year beginning July 1, 2021; and

**WHEREAS**, pursuant to California Government Code Section 66016 a general explanation of the hereinafter contained schedule of fees and charges has been noticed as required; and

**WHEREAS**, the proposed fees are in accordance with Article XIII-B of the Constitution of the State of California; and

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DOES RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:**

**SECTION 1. Fee Schedule.** The accompanying schedules of fees and charges are hereby incorporated into this resolution;

**SECTION 2. Fee Schedule Adopted.** The Accompanying schedule of fees and charges is hereby adopted and such fees and charges are to be applied by the various special services when provided by the City or its designated contractors. The City Council finds that each fee is calculated to return the City's cost in connection therewith and no more.

**SECTION 3. Separate Fee for Each Process.** All fees set by this Resolution are for each identified process; additional fees shall be required for each additional process or service that is requested or required. Where fees are indicated on a per-unit of measurement basis the fee is for each identified unit or portion thereof within the indicated ranges of such units.

**SECTION 4. Interpretations.** This Resolution can be interpreted by several different department heads in consultation with the City Manager and, should there be a conflict between two fees, then the lower in dollar amount of the two shall be applied.

**SECTION 5. Intentions.** It is the intention of the City Council to review the fees and charges as determined and set out herein, based on the City's annual budget and all the City's costs reasonably borne as established at that time and, as and if warranted, to revise such fees and charges based thereon.

**SECTION 6. Constitutionality.** If any portion of this Resolution is declared invalid or unconstitutional then it is the intention of the City Council to have passed the entire Resolution and all its component parts, and all other sections of this Resolution shall remain in full force and effect.

**SECTION 7. Repealer.** All Resolutions and other actions of the City Council in conflict with the contents of this Resolution are hereby repealed.

**SECTION 8. Effective Date.** This Resolution shall go into full force and effect July 1, 2021 through June 30, 2022 (unless specifically listed as calendar year in the fee schedule), but shall be subject to the terms and conditions of the Sierra Madre Municipal Code.

**SECTION 9. Certification.** The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 8<sup>th</sup> day of June 2021.

ORIGINAL SIGNED

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Rachelle Arizmendi, Mayor  
City of Sierra Madre, California

I hereby certify that the foregoing Resolution 21-31 was adopted at a regular meeting of the City Council of the City of Sierra Madre held on the 8<sup>th</sup> day of June 2021 by the following vote:

AYES:

NOES:

ABSENT:

ORIGINAL SIGNED

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Laura Aguilar, City Clerk  
City of Sierra Madre, California

# CITY OF SIERRA MADRE

## FEE SCHEDULE

### FY 2021-2022

**Note: This Fee Schedule does not include all fees, rates, or charges that may be imposed by the City of Sierra Madre. Examples of excluded items include, but are not limited to, development impact fees, utility rates and connection fees, fees imposed by and passed through to other agencies, and punitive fines and penalties.**

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Many of the fees listed in the Master Fee Schedule are applied on an hourly basis and are structured to recover the full cost of service for each activity type. The City will apply the following hourly rate against recorded time to determine the fee amount owed by each applicant. Hourly rates from other departments may also apply if staff from those other departments perform work on a specific application or request for service. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application. The City may impose a contract administration fee of 15% on the value of contracted services.

For services requested of City staff which have no fee listed in this Master Fee Schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the following hourly rate for staff time involved in the service or activity.

Fee Code		Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>ADMINISTRATIVE FEES</b>				
	<b>Annual Business License Fees</b>			
	New Business License Issuance			
Multiple	a) Home Occupation	\$234	\$234	per year
Multiple	b) Contractor	\$318	\$318	per year
Multiple	c) All Other Businesses	\$342	\$342	per year
Multiple	d) 30 Day Contractor	\$160	\$160	per year
	<b>Business License Renewal</b>			
Multiple	a) Home Occupation	\$128	\$128	per year
Multiple	b) Contractor	\$211	\$211	per year
Multiple	c) All Other Businesses	\$181	\$181	per year
Multiple	d) 30 Day Contractor	\$107	\$107	per year
	<b>License/Permit Fees - Other</b>			
	City Contractor Business License			
CON001	a) New	\$172	\$172	each
CONR01	b) Renewal	\$92	\$92	each
3117	One-Day/Special Event License Fee	\$42	\$42	per event; must have established beginning and ending date and time
BP 020	SB 1186 DSA Fee	\$4	\$4	Senate bill No 1186 mandated fee
3116	Solicitor Permit	\$117	\$117	per person, per day
3120	Vending Machine License Fee	\$48	\$48	per machine, per year
	<b>Other Fees</b>			
	Reproduction Fees			
COPIES	a) Copying and/or Printing	\$0.10	\$0.10	per page
DWDS	b) Copying Tapes, DVDs, Flash Drive Returned Check Fees	\$5	\$4	each
RET CK	a) First Check	\$41; plus bank fees	\$41; plus bank fees	each
RET CK	b) Each Subsequent Check	\$41; plus bank fees	\$41; plus bank fees	each

Fee Code		Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>ADMINISTRATIVE FEES</b>				
DAR001	<b>Trash Compactor Message Board Advertisements</b> - 30 day period	\$150	\$150	per 30 days
DAR002	- Each Additional - 30 day period	\$65	\$65	per 30 days
DAR003	- Each Additional message board (up to 2 boards)	\$65	\$65	each message board
DAR004	<b>Dial-A-Ride Fees</b> a) Dial-A-Ride Inside City (Seniors/Handicapped) b) Dial-A-Ride Outside City (Seniors/Handicapped) c) Fixed Route Service - General d) Fixed Route Service - Children / Senior (Over 65) / Handicapped	\$0.50 \$0.50 \$2 \$1	\$0.50 \$0.50 \$2 \$1	one way one way one way with City ID card
<b>Dog License Fees</b>				
<b>Fees established by Pasadena Humane Society</b>				
<b>Other Fees</b>				
GARAGE	Garage Sale Application	\$20	\$20	per weekend
SAL	Collections	10%	10%	per month; max of 100% of original fee
ADMIN STAFF	<b>Administrative Services Staff</b>	\$134	\$134	per hour

Fee Code		Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>PLANNING AND ZONING FEES (1)</b>				
	<b>Zoning Fees</b>			
	<b>Design Review Permit:</b>			
	a) Administrative Design Review Permit	\$2,415	\$2,454	each
	b) Standard	\$5,319	\$5,404	each
	<b>Conditional Use Permit:</b>			
CU001	a) Minor	\$2,415	\$2,454	each
CU005	b) Standard	\$5,319	\$5,404	each
	<b>Hillside Development Permit:</b>			
HDP001	a) Administrative Hillside Development Permit	\$2,415	\$2,454	each
HDP005	b) Standard	Actual Cost; plus 15% processing fee	\$10,000 Deposit against Actual Cost; plus 15% processing fee	each
	<b>Variance</b>			
VAR001	a) Minor	\$2,415	\$2,454	each
VAR005	b) Standard	\$5,319	\$5,404	each
	<b>Accessory Dwelling Unit (Second Unit)</b>			
PZ025	Accessory Dwelling Unit Permit	\$2,415	\$2,454	each
CU010	Extension or Modification	75% of Original Filing Fee	75% of Original Filing Fee	each
PZ030	Zoning Verification Letter	\$404	\$411	each

Fee Code		Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>PLANNING AND ZONING FEES (1)</b>				
CU020	Appeals	75% of Original Filing Fee	75% of Original Filing Fee	
	Deposit Requirement	100% of Estimated Cost and processing fee	100% of Estimated Cost and processing fee	
	Appeals for Administrative Design Review Permit Reduced Fee if successful in the appeal by property owner		\$500	
	<b>General Amendments</b>			
PZ001	Zone Change Application	\$8,038	\$8,167	each
PZ005	General Plan Amendment	\$8,038	\$8,167	each
PZ010	Municipal Code Text Amendment	\$8,038	\$8,167	each
MP001	Master Plan	\$8,038	\$8,167	each
SP001	Specific Plan	\$8,038	\$8,167	each
	<b>Wireless Facilities</b>			
	Minor Modification to Wireless Facilities	\$1,222	\$1,241	each
	New Wireless Facilities	\$5,319	\$5,404	each
	New Small Cell Wireless Facilities (1 to 5 Units)	\$1,031	\$1,047	each
	New Small Cell Wireless Facilities (each additional >5)	\$103	\$105	each
	<b>Home Occupation Permits</b>			
PZ015	a) Affidavit	\$37	\$38	each
PZ020	b) Administrative Discretionary	\$404	\$411	each
	<b>Environmental Fees</b>			
EVN030	Fish and Wildlife Fee (State) - EIR Filing	\$3,390	\$3,446	Per State
EVN035	Fish and Wildlife Fee (State) - Negative declaration filing	\$2,440	\$2,481	Per State
EVN040	Fish and Wildlife Fee (State) - Mitigated Negative declaration filing		\$2,481	Per State
EVN045	Fish and Wildlife Fee Exemption		\$75	Per State



Fee Code		Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>PLANNING AND ZONING FEES (1)</b>				
EVN001	Categorical Exemption	\$181	\$184	each
EVN005	Initial Study - Negative Declaration	\$2,660	\$2,703	each
EVN010	Initial Study - Mitigated Negative Declaration	\$7,091	\$7,205	each
EVN015	Environmental Impact Report	Actual Cost; plus 15% processing fee	Actual Cost; plus 15% processing fee	each
EVN020	Geotechnical Report Review	Actual Cost; plus 15% processing fee	Actual Cost; plus 15% processing fee	each
<b>Noticing Fees</b>				
	Noticing Publication and Postage			
NF001	a) Administrative Review Only	\$359	\$365	each
NF005	b) Planning Commission and City Council	\$713	\$725	each
<b>Sign Permit</b>				
SGN001	a) Temporary	\$181	\$184	each
SGN005	b) Temporary - Admin Review	\$359	\$365	each
SGN010	c) Administrative Review Required	\$359	\$365	each
SGN015	d) Planning Commission Review Required	\$713	\$725	each
<b>Mills Act Fee</b>				
MILL001	Mills Act Application Certificate of Appropriateness	\$2,086	\$2,119	each
<b>Temporary Use Fees</b>				
TU010	Temporary Use Permit:		No Fee Permit	
	a) Block Party	\$49	\$50	each
TU005	b) All Other Uses Not Linked to a Special Event or Civic Event	\$144	\$147	each

Fee Code		Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>PLANNING AND ZONING FEES (1)</b>				
	<b>Administrative Historic Resource Determination</b> DPR-Form to Determine Eligibility Historic Resource Evaluation (Eligible Projects)	\$1,200 \$3,400+	\$1,200 \$3,400+	
	<b>Water Efficient Landscapes</b>			
WT001	a) Water Efficient Landscape Plan Check Fee	\$464	\$488	each
WT002	b) Landscape Permit and Inspection Fee	\$348	\$354	each
	<b>Copies and Print Services</b>			
OTH025	Copy of General Plan Land Use Map (Large - Plotter Size)	\$21	\$21	per page
OTH030	Copy of Zoning Map (Large - Plotter Size)	\$21	\$21	per page
	<b>Other Fees</b>			
OTH005	Request for Public Facilities Fee Reduction/Waiver	\$927	\$942	each
OTH010	Pre Development Application Review	\$913	\$928	each
OTH015	Request for Planning Consultation or Letter Vacant Property Registration Fee	\$98 \$274	\$100 \$279	per request each
	<b>Subdivision Fees</b>			
PZ055	Subdivision Prefiling Parcel Map - Tentative/Vesting Tentative	\$2,330 \$7,643	\$2,367 \$7,765	each
PZ050	Tract Map - Tentative/Vesting Tentative	\$11,666	\$11,852	each
PZ070	Final Parcel Map Review, subdivision resulting into 4 parcels or less Final Tract Map Review, subdivision resulting into more than 4 parcels	\$5,000 \$7,500	\$5,080 \$7,620	each each
PZ075	Map Extension	\$1,070	\$1,087	each
PZ080	Map Amendment	\$5,269	\$5,354	each

Fee Code		Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>PLANNING AND ZONING FEES (1)</b>				
PZ035	Lot Line adjustment application and review	\$4,500	\$4,572	each
PZ040	Lot Merger application and review	\$3,000	\$3,048	each
	Vesting Tentative Tract Map Prefiling	\$500 for the first 5 lots, \$25 per lot over 5 lots	\$500 for the first 5 lots, \$25 per lot over 5 lots	
	Deposit Requirement	100% of Estimated Cost and processing fee	100% of Estimated Cost and processing fee	each
<b>STAFF HOURLY RATE</b>				
DEVSTAFF	Planning & Community Preservation Staff	\$240	\$244	per hour
PWSTAFF	Public Works Engineering Staff	\$166	\$169	per hour
<b>DEPOSIT REQUIREMENTS</b>				
		Deposits will be required to begin work; based upon estimated time to complete project	Deposits will be required to begin work; based upon estimated time to complete project	Deposits will be required to begin work; based upon estimated time to complete

Fee Code		Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>NEW CONSTRUCTION FEES</b>				
PC007	<b>Building Permit Fees (1)</b> Over the Counter Plan Check	\$480	\$488	each
PC007.5	Plan Check Revision Fee		Actual Cost	Per 30 min.
PC002	Plan Check (Valuation \$1 to \$4,000)	\$464	\$471	each
PC003 BP002	Plan Check (Valuation \$4,001 to \$25,000)	\$811-\$1,100 \$787 for the first \$4,000, plus \$13.76 for each add'l \$1000, or fraction thereof, to and including \$25,000	\$800-\$1,094 \$800 for the first \$4,000, plus \$13.98 for each add'l \$1000, or fraction thereof, to and including \$25,000	each each
PC003.5 BP003	Plan Check (Valuation \$25,001 to \$50,000)	\$1,190-\$1,534 \$1,190 for the first \$25,000, plus \$13.76 for each add'l \$1,000 or fraction thereof, to and including \$50,000	\$1,209-\$1,559 \$1,209 for the first \$25,000, plus \$13.98 for each add'l \$1,000 or fraction thereof, to and including \$50,000	each each
PC004	Plan Check ( Valuation \$50,001 to \$100,000)	\$1,625 for the first \$50,000, plus \$15.56 for each add'l \$1,000, or fraction thereof, to and including \$100,000	\$1,651 for the first \$50,000, plus \$15.81 for each add'l \$1,000, or fraction thereof, to and including \$100,000	each
PC004.5	Plan Check (Valuation \$100,001 and Up)	\$2,403 for the first \$100,000, plus \$11.22 for each add'l \$1,000, or fraction thereof	\$2,441 for the first \$100,000, plus \$11.40 for each add'l \$1,000, or fraction thereof	each
PC008	Expedited Plan Check	150% of the Plan Check Fee	150% of the Plan Check Fee	

Fee Code		Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>NEW CONSTRUCTION FEES</b>				
	<b>Building Permit Fees (1)</b>			
BP001	Permit (Valuation \$1 to \$4,000)	\$239	\$243	each
BP002	Permit (Valuation \$4,001 to \$25,000)	\$452 for the first \$4,000, plus \$28.46 for each add'l \$1,000, or fraction thereof, to and including \$25,000	\$459 for the first \$4,000, plus \$28.92 for each add'l \$1,000, or fraction thereof, to and including \$25,000	each
BP003	Permit (Valuation \$25,001 to \$50,000)	\$1,142 for the first \$25,000, plus \$16.61 for each add'l \$1,000, or fraction thereof, to and including \$50,000	\$1,160 for the first \$25,000, plus \$16.88 for each add'l \$1,000, or fraction thereof, to and including \$50,000	each
BP004	Permit (Valuation \$50,001 to \$100,000)	\$1,567 for the first \$50,000, plus \$16.61 for each add'l \$1,000, or fraction thereof, to and including \$100,000	\$1,592 for the first \$50,000, plus \$16.88 for each add'l \$1,000, or fraction thereof, to and including \$100,000	each
BP005	Permit (Valuation \$100,001 and Up)	\$2,036 for the first \$100,000, plus \$11.74 for each add'l \$1,000, or fraction thereof	\$2,069 for the first \$100,000, plus \$11.93 for each add'l \$1,000, or fraction thereof	each

Fee Code		Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>NEW CONSTRUCTION FEES</b>				
Building Permit valuation based on current International Code Council (ICC)				
BP009	<b>SMIP Fee (2)</b> a) Residential	Valuation Amount X 0.0001	Valuation Amount X 0.0001	per permit
BP010	b) Commercial	Valuation Amount X 0.00028	Valuation Amount X 0.00028	per permit
	<b>Building Standards Administration Special Revolving Fund Fee (3)</b>			
BP015	Permit Valuation: \$1-25,000	\$1	\$1	Senate Bill No. 1473 mandated fee.
BP015	\$25,001-50,000	\$2	\$2	Senate Bill No. 1473 mandated fee.
BP015	\$50,001-75,000	\$3	\$3	Senate Bill No. 1473 mandated fee.
BP015	\$75,001-100,000	\$4	\$4	Senate Bill No. 1473 mandated fee.
BP016	Every \$25,000 or fraction thereof above \$100,000	Add \$3	Add \$3	Senate Bill No. 1473 mandated fee.
BP020	SB 1186 DSA Fee	\$4	\$4	Senate bill No 1186 mandated fee
DEVSTAFF PWSTAFF	<b>STAFF HOURLY RATE</b> Planning & Community Preservation Staff Public Works Engineering Staff	\$240 \$166	\$244 \$169	per hour per hour
	<b>DEPOSIT REQUIREMENTS</b>	Deposits will be required to begin work; based upon estimated time to complete project	Deposits will be required to begin work; based upon estimated time to complete project	

Fee Code		Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>Building and Safety Fees</b>				
<b>Mechanical, Plumbing, and Electrical</b>				
<b>Mechanical, Plumbing, and Electrical Permits are each separate Building Permit Categories in which multiple inspections may occur. Inspections Bundle fees are based on number of inspections within a given Building Permit Category.</b>				
(1) Includes air handling units, compressors, boilers, forced air units, furnaces, hoods, fans, vents, bathtubs, dishwashers, drinking fountains, laundry tubs, lawn sprinklers, piping alterations, showers, sinks, toilets, vac breakers, washbasins, water heaters, water softeners, home appliances, heating appliances, branch circuits, motors and AC units, outlets and fixtures.				
(2) When calculating fees, each ten branch circuits shall be considered one item, and each twenty outlets or fixtures shall be considered one item.				
ELE001/MEC 001/PLB001	a) 1 - 3 Items/Fixtures	\$245	\$249	each
ELE001/MEC 001/PLB001	b) 4 - 6 Items/Fixtures	\$348	\$354	each
ELE001/MEC 001/PLB001	c) 7 - 10 Items/Fixtures	\$581	\$591	each
ELE001/MEC 001/PLB001	d) 11 - 15 Items/Fixtures	\$683	\$693	each
ELE001/MEC 001/PLB001	e) 16 - 20 Items/Fixtures	\$870	\$884	each
ELE001/MEC 001/PLB001	f) 21 - 25 Items/Fixtures	\$1,101	\$1,119	each
ELE001/MEC 001/PLB001	g) 26 or More Items/Fixtures	\$1,333	\$1,354	each
<b>Other Plumbing Permits/Inspections</b>				
Pool Related Inspections:				
PLB005	a) Swimming Pool Piping	\$695	\$706	each
PLB010	b) P-Trap for Pool	\$117	\$118	each
Sewer/Septic Related Inspections:				
PLB015	a) House Sewer Connecting To Public Sewer	\$348	\$354	each
PLB020	b) All Other Sewer/Septic Inspections	\$695	\$706	each
PLB025	Water Piping System	\$464	\$471	each

Fee Code	Building and Safety Fees	Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>Other Electrical Permits/Inspections</b>				
ELE020	Motors & AC Units - (Over 10HP)	\$181 plus \$10.38 per branch	\$184 plus \$10.55 per branch	each
ELE030	Service	\$218	\$221	each
ELE035	Solar	\$450	\$450	Per State Law
ELE040	Solar over 15 kW	\$48	\$450 plus \$15/kW over 15kW	Per State Law
	Temporary Power Pole		\$49	each
	<b>Other</b>			
	Sales of Maps	Actual Cost; plus	Actual Cost; plus	each
	Field Consultation - Per hour after first 15min - in 15 min increments	15% processing fee	15% processing fee	each
	Office Consultation - Per hour after first 15min - in 15 min increments	Actual Cost; plus	Actual Cost; plus	each
	Correspondence request - Per hour after first 15min - in 15 min increments	15% processing fee	15% processing fee	each
	Request for City Council or Commission Action	Actual Cost; plus	Actual Cost; plus	each
	Public Works Administrative Plan Review	15% processing fee	15% processing fee	each
	Consulting	Actual Cost; plus	Actual Cost; plus	each
	<b>DEPOSIT REQUIREMENTS</b>			
DEM001	Demolition Permit Fee	\$127	\$129	each
	Discretionary Demolition Permit Fee Extension or Modification	\$1,222	\$1,241	each
	Commencing Work Without a Permit	75% of Original Filing Fee	75% of Original Filing Fee	each
	Impound of shared mobile devices	Double Fee	Double Fee	each
	<b>STAFF HOURLY RATE</b>			
DEVSTAFF	Planning & Community Preservation Staff	\$240	\$244	per hour
PWSTAFF	Public Works Engineering Staff	\$166	\$168	per hour
	<b>DEPOSIT REQUIREMENTS</b>			
		Deposits will be required to begin work; based upon estimated time to complete project	Deposits will be required to begin work; based upon estimated time to complete project	



## 2021 PUBLIC FACILITIES FEE RATE SCHEDULE

<b>Residential</b>										
Single Family	\$2,603.73	\$1,507.34	\$2,036.14	\$13,617.83	\$5,333.90	\$12,468.28	\$14,316.18	\$51,883.41		
Multi Family	\$1,622.30	\$939.76	\$1,268.81	\$8,489.41	\$4,266.26	\$5,178.71	\$3,565.04	\$25,330.29		
<b>Nonresidential</b>										
Commercial	\$630.81	\$0.00	\$490.86	\$0.00	\$13,252.85	\$3,304.95	\$2,927.04	\$20,606.51		
Office	\$839.17	\$0.00	\$655.24	\$0.00	\$11,695.21	\$3,304.95	\$2,927.04	\$19,421.61		
Industrial	\$421.02	\$0.00	\$327.62	\$0.00	\$4,272.01	\$2,748.57	\$2,438.48	\$10,207.70		

Fee Code		Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>PUBLIC WORKS FEES</b>				
<b><u>PUBLIC WORKS FEES FOR GRADING/DRAINAGE/LID PLANS</u></b>				
	<b>Refundable bond deposit for Grading/Drainage LID projects</b>			
GRD025	a) < 1,000 Square Feet	\$2,062	\$2,095	Deposit against costs
GRD025	b) > 1,000 Square Feet	\$4,124	\$4,190	Deposit against costs
	<b>Grading Plan Check/Inspection</b>			
	Preliminary Project Review	\$1,605	\$169	per project
	Plan Check and Inspection fee < 1,000 Square Feet	\$3,211	\$1,631	per permit
	Plan Check and Inspection fee > 1,000 Square Feet	\$34	\$3,262	per permit
	Permit	\$166	\$35	per permit
	Drainage only < 500SF upon reported concerns		\$169	per permit
	Drainage only Permit		\$35	per permit
	<b><u>Drainage/Precise Grading Plan Check Fees</u></b>			
	<b>Street/Curb/Pavement/Drive Fees</b>			
SC001	Preliminary Project Review	\$331	\$336	per project
SC005	Curb Drain/Parkway Culvert	\$250	\$253	per permit
SC010	Driveway Approach	\$253	\$257	per permit
SC020	Curb and Gutter	\$253	\$257	per permit
	<b>Excavation</b>			
SC025	Paved	\$250	\$253	per permit
SC030	Unpaved	\$166	\$169	per permit
	<b>Sidewalk Improvement</b>			
	Sidewalk Improvement	\$253	\$257	per permit
	<b>Street/Address Assignments</b>			
ADDRESS002	Street Name assignment or change	\$490	\$498	per request
ADDRESS001	Street Address assignment or change	\$327	\$332	per request

Fee Code		Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>PUBLIC WORKS FEES</b>				
	<b>Public Improvement Inspection Fees</b> Public Improvement Inspection (Project Valuation) Continuous Inspection (Contract) Public Improvement Inspection Deposit Improvement Construction - Plan Check	Actual Cost; plus 15% processing fee Actual Cost; plus 15% processing fee \$10,000 deposit against costs Actual Cost; plus 15% processing fee	Actual Cost; plus 15% processing fee Actual Cost; plus 15% processing fee \$10,000 deposit against costs Actual Cost; plus 15% processing fee	per project per project per project per project
PI010	<b>Extension Fee</b> Review of Project Extension Request	Actual Cost; plus 15% processing fee	Actual Cost; plus 15% processing fee	per request
EN001 EN005 EN010 EN015 EN020 EN025 EN030 EN035 EN040 EN045 EN050 EN055	<b>Encroachment Fees</b> Crane Operation/Lane Blockage Fence or Wall Irrigation Lighting or Minor Structures Material Storage Oversize Load Scaffolding Sidewalk Dining Sidewalk Sale Street Closure Sign Trash Bin/Temporary Storage	\$498 \$166 \$166 \$166 \$85 \$85 \$311 \$436 \$142 \$227 \$166 \$85	\$506 \$169 \$169 \$169 \$86 \$86 \$316 \$443 \$145 \$230 \$169 \$86	per permit per permit per permit per permit per permit per permit per permit per permit per permit per permit per permit per permit

Fee Code		Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>PUBLIC WORKS FEES</b>				
	<b>Tree Fees</b>			
LS010	Commission Review	\$166	\$169	each
ST006	Tree Replacement/Mitigation	Actual Cost; plus 15% processing fee	Actual Cost; plus 15% processing fee	each
	<b>Other</b>			
FOG001	FOG permit Annual Inspection	\$250	\$253	annually
FOG005	FOG Reinspection Fee	\$85	\$86	per permit
FOG010	Sewer Cleaning Fee	\$379	\$385	annually
NPD001	NPDES Illicit Discharge Response Fee	\$248	\$252	each
	<b>DEPOSIT REQUIREMENTS</b>			
		Deposits will be required to begin work; based upon estimated time to complete project	Deposits will be required to begin work; based upon estimated time to complete project	
	<b>STAFF HOURLY RATE</b>			<b>Unit</b>
PWSTAFF	Public Works Engineering Staff	\$166	\$169	per hour

	Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>LIBRARY FEES</b>			
<b>Miscellaneous</b>			
Flash Drive Purchase	\$4	\$4	each
Photocopies (Black and White)	\$0.20	\$0.10	each
Photocopies (Color)	\$0.20	\$0.20	each
Projector or Screen Rental (plus \$25 refundable deposit)	\$25	\$25	each
<b>Material Replacement</b>			
Container Replacement - Covers, CD, DVD, Tapes	\$2	\$2	each
Library Card Replacement	\$1	\$1	each
Replacement of Materials Fee	\$5	\$5	each
a) Administrative Processing Fee (non-periodical)	\$5	\$5	each
b) Material Replacement Cost (3)	\$3	\$3	each
Periodicals - Adult collection			
Periodicals - Children collection			
Young Adult Collection			
All Other Materials	cost of item+admin fee	cost of item+admin fee	each
<b>Damaged Materials</b>			
Damaged Pages or Parts	\$1	\$1	each
<b>Archival Fees</b>			
Reproduction Fee - Scanned Digital Image	\$5	\$5	each
Archival Use			
a) Books, Catalogues, Periodicals:			
i) For-Profit	\$60	\$60	per image
ii) Non-Profit	\$15	\$15	per image
b) Film, Video, TV, Digital Media, Online Use:			
i) For-Profit	\$85	\$85	per image
ii) Non-Profit	\$20	\$20	per image
c) Slide Show/Display Image:			
i) For-Profit	\$25	\$25	per image
ii) Non-Profit	\$5	\$5	per image
d) Loan Processing (Repositories or Institutions)	\$30	\$30	per loan processed
<b>STAFF HOURLY RATE</b>			
Library Staff - Full-Time	\$105	\$105	per hour
Library Staff - Part-Time	\$64	\$64	per hour

	Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>FACILITY RENTAL FEES ***</b>			
<b>Hart Park House</b>			
A) Daily Rental			
Private flat rate	\$222	\$222	
Private <2 hour block	\$84	\$84	
Non profit flat rate	\$167	\$167	
Non profit <2 hour block	\$84	\$84	
B) Continual Use			
1) Non Profit (Monthly)	\$267	\$267	annually
2) All Others (Weekly)	\$1,110	\$1,110	annually
<b>City Council Chambers:</b>			
Private flat rate	\$222	\$222	
Private <2 hour block	\$84	\$84	
Non profit flat rate	\$167	\$167	
Non profit <2 hour block	\$84	\$84	
EMT (If Required/Requested)	\$88	\$88	per hour
Facility Attendant (if required/requested) - Required for opening/closing facilities	\$28	\$28	per hour
Security Deposit	\$250	\$250	per rental; refundable, less damages
Elected Representative (For Official Business)	Fees Waived	Fees Waived	
<b>Cancellation Fee:</b>			
A) Cancellation 30 or More Days Prior to Event	15% of deposit retained	15% of deposit retained	each
B) Cancellation Less than 30 Days Prior to Event	50% of deposit retained	50% of deposit retained	each
Recreation Staff - Full Time	\$102	\$102	per hour
Recreation Staff - Part Time	\$28	\$28	per hour
Public Works Maintenance Staff	\$94	\$94	per hour

\*\*\* Fees for Leagues and Other Organizations requesting frequent use of fields or parks may be subject to Special Use Agreements negotiated at terms and rates not included in this schedule.

	Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>FIELD, PARK, GARDEN PLOT RENTAL, AND BANNER FEES ***</b>			
<b>Field Rental Fees</b>			
Ball Field - Lighted field			
A) Local Organization/Non-Profit - 2 Hour Minimum	\$56	\$56	per hour
B) Private Group/Individuals - 2 Hour Minimum	\$99	\$99	per hour
Ball Field, basketball, tennis courts, etc. - lighted			
A) Local Organization/Non-Profit 2 Hour Minimum	\$33	\$33	per hour
B) Private Group/Individuals 2 Hour Minimum	\$60	\$60	per hour
Basketball, Tennis, Volleyball Courts (no minimum, lights or no lights)	\$5	\$5	per hour
<b>Park Rental Fees</b>			
Park Rental			
A) 1 - 100 People:			
1) Local Organization/Non-Profit	\$56	\$56	per day
2) Private Group/Individuals	\$100	\$100	per day
B) More than 100 People:			
1) Local Organization/Non-Profit	\$222	\$222	per day
2) Private Group/Individuals	\$333	\$333	per day
EMT - if requested/required	\$88	\$88	per hour

	Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>FIELD, PARK, GARDEN PLOT RENTAL, AND BANNER FEES ***</b>			
<b>Community Garden Plot Fees</b>			
Community Garden Plot Quarterly Rental - half plot	\$39	\$39	per quarter
<b>Banner Fees</b>			
Downtown District Street Light Pole Banners - Per Sign	\$250	\$250	per week
Banner Hanging and Removal - Non-Profit Groups Only	\$1,477	\$1,477	per request
Downtown District Street Light Pole Banner Hanging and Removal			
<b>STAFF HOURLY RATE</b>			
Recreation Staff - Full Time	\$102	\$102	per hour
Recreation Staff - Part Time	\$28	\$28	per hour
Public Works Maintenance Staff	\$94	\$94	per hour

\*\*\* Fees for Leagues and Other Organizations requesting frequent use of fields or parks may be subject to Special Use Agreements negotiated at terms and rates not included in this schedule.

(1) Outside materials may include, but are not limited to, straw/hay bales, ponies, sound systems, bounce houses, etc.



	Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>FILM PERMIT FEES (1)(2)</b>			
Still Photography *** (More than Two Cast and Crew)	\$300	\$300	per day
Extra Small Film Productions *** (5 or Fewer Cast and Crew)	\$300	\$300	per day
Small Film Productions *** (Between 6 and 50 Cast and Crew): A) First Day B) Each Additional Day	\$1,000 \$750	\$1,000 \$750	per day per day
Any Production Requiring More than Forty Hours of City Staff Time	Fully burdened hourly rate for all staff time	Fully burdened hourly rate for all staff time	per hour
Use of City Facilities	\$550	\$550	per day
Use of City Parking Stalls	\$14	\$14	per stall, per day
Refundable Deposit	\$2,222 against cost	\$2,222 against cost	

	Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>FILM PERMIT FEES (1)(2)</b>			
Violation of Hour Restrictions:			
Per production vehicle	\$1,172	\$1,172	per hour
Per personal vehicle	\$587	\$587	per hour
Film Monitor	\$196	\$196	per hour
Police Personnel	\$241	\$241	per hour
Fire Personnel	\$241	\$241	per hour
Cigarette Butts and Debris Pickup	\$7	\$7	
<b>STAFF HOURLY RATE</b>			
Recreation Staff - Full-Time/Film Monitor	\$89	\$89	per hour
Fire Staff	\$121	\$121	per hour
Police Staff	\$121	\$121	per hour
Public Works Engineering Staff	\$158	\$158	per hour
Public Works Maintenance Staff	\$90	\$90	per hour
DEPOSIT REQUIREMENTS	Deposits will be required to begin work; based upon estimated time to complete	Deposits will be required to begin work; based upon estimated time to complete	
<p>(1) Fees shown do not include fees required for traffic, fire, and police safety services provided by the City. Fees for these services will be billed at the fully-burdened hourly rates shown in this fee schedule. The City Manager, or the City Manager's designee shall provide the hourly rates for assistance from staff not represented via the fully-burdened hourly rates in this fee schedule.</p> <p>(2) Fees shown do not include business licensing, encroachment fees, or temporary use permit fees that may apply.</p> <p>**** Separate fee applies for productions anticipated to require more than forty hours of City Staff time.</p>			

	Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>SPECIAL EVENT FEES</b>			
<b>Refund or Transfer of Recreation Program Fee</b>	\$16	\$16	per request
<b>Special Events</b>			
Mt. Wilson Trail Race - Adult with shirt	\$70	\$70	each
Mt. Wilson Trail Race - Youth with shirt	\$39	\$39	each
Huck Finn Day - Friday Campsite + Fishing Derby	\$60	\$60	per family of 4
Huck Finn Day - Fishing Derby Kids Only (Saturday A.M.)	\$10	\$10	per participant
Huck Finn Day - Family/ Open Fishing (Saturday Noon)	\$10	\$10	per participant
Huck Finn Day - Family/ Open Fishing (Saturday Noon)	\$32	\$32	per family of 4
Huck Finn Package - Friday Campsite + Fishing Derby + Family/ Open Fishing (All Saturday)	\$75	\$75	per family of 4
Fourth of July - Parade Entry (Non Profit)	\$27	\$27	each
Fourth of July - Parade Entry (Private)	\$27	\$27	each
Fourth of July - Firecracker Run Entry (Youth)	\$22	\$22	each
Fourth of July - Firecracker Run Entry (Adult)	\$27	\$27	each
Summer/ Seasonal Movie Series - Recommended Sponsorship	\$862	\$862	each
Concerts in the Park - Recommended Sponsorship	\$1,077	\$1,077	each
Recreation Leisure Excursions	Actual Cost; plus 15% processing fee	Actual Cost; plus 15% processing fee	

	Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>SPECIAL EVENT FEES</b>			
<b>Special Event Permit Fee</b>			
Local Non-profit: 1-100 people	\$63	\$63	
Private Group/Individuals: 1-100 people	\$123	\$123	
Local Non-profit: More than 100 people	\$243	\$243	
Private Group/Individuals: More than 100 people	\$484	\$484	
<b>STAFF HOURLY RATE</b>			
Recreation Staff - Full-Time/Film Monitor	\$102	\$102	per hour
Recreation Staff - Part-Time	\$28	\$28	per hour
Fire Staff	\$125	\$125	per hour
Police Staff	\$125	\$125	per hour
Public Works Engineering Staff	\$162	\$162	per hour
Public Works Maintenance Staff	\$94	\$94	per hour
<b>DEPOSIT REQUIREMENTS</b>			
	Deposits will be required to begin work; based upon estimated time to complete project	Deposits will be required to begin work; based upon estimated time to complete project	

Fee Code	Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>POLICE FEES</b>			
<b>Vehicle Related Fees</b>			
Vehicle Release (Abandoned, Stored, Misc.) (1)	\$153	\$155	each
Vehicle Release (D.U.I. - Driver Arrested) (1)	\$484	\$491	each
Vehicle Release (Repossession)	\$23	\$23	each
Citation Sign-off (Onsite)	\$18	\$18	each
<b>Report Fees (2)</b>			
Crime Report	\$0.10	\$0.10	per page; \$33 maximum
Minor Non-Criminal Incident Report Copies - (1 page)	\$0.10	\$0.10	per page; \$20 maximum
Lost Cell Phone Report - (For Insurance Purposes)	\$0.10	\$0.10	each
Traffic Accident Report (Non-Injury)	\$0.10	\$0.10	per page; \$20 maximum
Traffic Accident Report (Injury)	\$0.10	\$0.10	per page; \$33 maximum
<b>Fingerprinting and Letter Services</b>			
Livescan Fingerprinting	\$43; plus pass-thru fees	\$43; plus pass-thru fees	each
Ink Fingerprinting (per card)	\$29	\$29	
Clearance Letter	\$30	\$30	each
<b>Sign Fees</b>			
Illegal Sign Removal Fee (Release Of Property)	\$63	\$64	each
a) Residential	\$32	\$32	
b) Commercial	\$54	\$54	

Fee Code		Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>POLICE FEES</b>				
	Response Due To False Alarm: a) First False Alarm Response b) Two False Alarm Responses b) Third or More Responses	\$0 \$103 \$206	\$0 \$100 \$200	per response per response per response
	Response Due To Loud Party Disturbance: a) First Response b) Each Additional Response	\$0 billed hourly with 2 hour min; plus 15% administration cost	\$0 billed hourly with 2 hour min; plus 15% administration cost	per response per response
PRK	<b>Emergency D.U.I. Response Fees</b> Emergency Response To D.U.I. Related Collision (up to a \$1,000 max) <b>Overnight Parking Permit Fees</b> Annual Permit Nightly Permit Sticker Transfer or New Sticker <b>Other Fees</b> Administrative Citation First Offense Administrative Citation Second Offense Administrative Citation Third or more offense Carry of a Concealed Weapon Permit - Investigation (Per hour - 2 hour min. non- refundable set by State of California) Off-Site Vehicle inspection fee On-Site Vehicle inspection fee Overnight Parking Permit Including Investigation Notice of City Code violation LA County / Pasadena booking Fee	Actual Cost; plus 15% processing fee  \$103 \$6 \$8  \$123 \$243 \$603 \$142  \$70 \$34 \$5 \$66	Actual Cost; plus 15% processing fee  \$105 \$6 \$8  \$125 \$247 \$613 \$145  \$71 \$35 \$6 \$67	per hour  per permit per sticker  each each each each  each each each each each

Fee Code		Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>POLICE FEES</b>				
<b>STAFF HOURLY RATE</b>				
	Patrol Staff Dispatch/Records Staff Code Enforcement Staff Outside Court Subpoena (per employee per request)	\$167 \$101 \$119 Set by State	\$170 \$103 \$120 Set by State	per hour per hour per hour set by State

Fee Code		Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>FIRE FEES</b>				
	<b>Annual Fire And Life Safety Inspection</b>			
	Annual Fire And Life Safety Inspection	\$81	\$83	per half hour; half hour minimum
EMS EMS-2	<b>EMS/Paramedic Fees</b>			
	EMS/Paramedic Subscription Fee	\$71	\$71	per person
	EMS Dispatch Fee	\$312	\$317	per response
	<b>Fire Permit</b>			
	Fire Permit	\$40	\$41	each
	<b>Reports</b>			
	Fire Report	\$31	\$31	each
	Medical Report	\$31	\$31	each
	<b>Appearance/Standby Fees</b>			
	Court Appearance and Office Hearing /	\$159	\$161	per hour;
	Non-Compliance			2 hour minimum
	Fire Watch	\$159	\$161	per hour; 2 hour minimum
	<b>Fire Department Training Class Fee</b>			
	Fire Department Training Class	Actual Cost; plus 25% processing fee	Actual Cost; plus 25% processing fee	each
	<b>Response Fees</b>			
	Response Due To False Alarm:			
	a) First False Alarm Response	\$0	\$0	per response
	b) Two False Alarm Responses	\$100	\$100	per response
	b) Third or More Responses	\$200	\$200	per response
	Illegal Burning	Actual Cost; plus 15% processing fee	Actual Cost; plus 15% processing fee	per inspection
	Hazardous Materials Clean-Up	Actual Cost; plus 15% processing fee	Actual Cost; plus 15% processing fee	each



Fee Code		Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>FIRE FEES</b>				
	<b>Weed Abatement Fees</b>			
	Weed Abatement	Actual Cost; plus 15% processing fee	Actual Cost; plus 15% processing fee	each
	<b>Other Fees</b>			
	Additional Inspection of New System after third (per additional inspections)	\$159	\$161	each
	Fire Inspections (Failure to comply)	\$159	\$161	each
	Fire Inspections of Commercial and Multi- Residential (per 20 minutes at \$120 per hour)	\$159	\$161	each
	Installation or Removal of underground storage	\$159	\$161	each
	Review of requested activity - Fire permit	\$159	\$161	each
	<b>STAFF HOURLY RATE</b>			
	Fire staff - Movie Detail	\$75	\$75	per hour
	Fire Staff	\$159	\$161	per hour
	Engine with 4 staffed positions	\$745	\$757	per hour
	Equipment rental	\$144	\$147	per hour

Fee Code		Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>UTILITY RATES</b>				
<b>New Meter Installation</b>				
NMI-001	New meters: 3/4"	\$714	\$726	Minimum Fee - Plus costs over base fee
NMI-005	New meters: 1"	\$714	\$726	Minimum Fee - Plus costs over base fee
NMI-010	New meters: 1" with 1" line	\$3,246	\$3,298	Refundable Deposit - Less: Cost, plus 20% installation Fee
NMI-015	New meters: 1 1/2" with 1 1/2" line	\$4,774	\$4,850	Refundable Deposit - Less: Cost, plus 20% installation Fee
NMI-020	New meters: 1 1/2"	\$960	\$975	Minimum Fee - Plus costs over base fee
NMI-025	New meters: 2"	\$1,210	\$1,230	Minimum Fee - Plus costs over base fee
NMI-030	New meters: 2" with 2" line	\$5,613	\$5,703	Refundable Deposit - Less: Cost, plus 20% installation Fee
NMI-035	New meters: 4"	\$5,830	\$5,924	Refundable Deposit - Less: Cost, plus 20% installation Fee
NMI-040	New meters: 4" fire line	\$5,830	\$5,924	Refundable Deposit - Less: Cost, plus 20% installation Fee
NMI-045	New meters: 4" with 4" line	\$6,558	\$6,663	Refundable Deposit - Less: Cost, plus 20% installation Fee
<b>Other Meter Charges</b>				
	Portable water meter rental	\$1,189	\$1,208	Minimum Fee - Plus costs over base fee
	Portable water meter deposit	\$2,183	\$2,218	Refundable Deposit - Less: damage, rental fee, and consumption
	Relocation of existing meter	\$728	\$4,050	Up to 1" meter + abandon old service
	Relocation of existing meter	\$728	\$5,602	Up to 1 1/2" meter + abandon old service
	Relocation of existing meter	\$728	\$6,455	Up to 2" meter + abandon old service
<b>Reinstall Meter at prior location</b>				
	Reinstall Meter	\$87	\$88	5/8", 3/4", & 1" meters (each occasion)
	Reinstall Meter	\$87	\$88	1 1/2" & 2" meters (each occasion)

Fee Code		Current Fee FY 2020-2021	Proposed Fee FY 2021-2022	Unit
<b>UTILITY RATES</b>				
	<b>Other Fees &amp; Services</b>			
	New service or termination of existing service	\$55	\$56	Per request
	Owner request for seal/unseal meter	\$89	\$90	Per request
	Water delinquent turn off/on	\$89	\$90	Per delinquent shut off/on
	24 hour notice for turn-off	\$41	\$42	Per occasion
	Unauthorized connection to City line	\$2,314	\$2,351	Fine per citation Plus estimated commodity charge
	Unauthorized connection to fire hydrant	\$2,314	\$2,351	Fine per citation Plus estimated commodity charge
	Unauthorized use or alteration of water meter	\$2,314	\$2,351	Fine per citation Plus estimated commodity charge
	Water meter testing	\$80	\$82	Fee for testing, more than 2% error rate
	Sale of excess water to other municipalities	\$28	\$28	Based on specific negotiations
	Utility Account Establishment Fee	\$28	\$28	One time fee, non-refundable
	Deposit for new water service - Owner occupied property	\$65	\$66	Refund in one year with good payment history or \$0 deposit with letter from other
	After hours service initiation/termination fee	\$100	\$102	Per after hours service request
	<b>Sewer</b>			
SWR005	Sewer Permit	\$91	\$92	Minimum Permit Fee
	<b>Other Sewer Fees</b>			
SWR010	Sewer Connection Fee	\$352	\$357	Per connection
SWR015	Sewer Dye test	\$253	\$257	Per request
SWR020	Sewer Stoppage Investigation	\$126	\$128	Per investigation.
SWR025	Saddle Main Line	\$384	\$390	Per request (includes two inspections )
SWR030	Residential Sewer Connection	\$126	\$128	Per request

	Current Monthly Fee FY2020-2021	Proposed Monthly Fee FY2021-2022	
<b>Water Charges</b>			
Meter Size			MONTHLY CHARGE
5/8", 3/4"	\$42.58	\$43.26	Per connection per bill
1"	\$52.02	\$52.85	Per connection per bill
1-1/2"	\$75.40	\$76.61	Per connection per bill
2"	\$103.58	\$105.24	Per connection per bill
3"	\$192.91	\$196.00	Per connection per bill
4"	\$324.35	\$329.54	Per connection per bill
<b>Low Income Discount:</b>			
5/8", 3/4"	\$27.71	\$28.16	MONTHLY CHARGE
1"	\$37.21	\$37.81	Per connection per bill
1-1/2"	\$53.06	\$53.90	Per connection per bill
2"	\$72.06	\$73.21	Per connection per bill
3"	\$116.41	\$118.27	Per connection per bill
4"	\$179.76	\$182.64	Per connection per bill
<b>Infrastructure Fixed Charge</b>			
5/8", 3/4"	\$20.37	\$20.70	MONTHLY CHARGE
1"	\$34.02	\$34.57	Per connection per bill
1-1/2"	\$67.83	\$68.92	Per connection per bill
2"	\$108.57	\$110.31	Per connection per bill
3"	\$237.73	\$241.53	Per connection per bill
4"	\$427.79	\$434.63	Per connection per bill

	Current Monthly Fee FY2020-2021	Proposed Monthly Fee FY2021-2022	
<b>Variable Charge</b>			
Single Family			
Tier 1	\$2.89	\$2.93	Per 100 cu. Ft. of water (1 unit)
Tier 2	\$4.53	\$4.60	Per 100 cu. Ft. of water (1 unit)
Multi-Family			
Non-Residential	\$3.99	\$4.05	Per 100 cu. Ft. of water (1 unit)
Irrigation	\$3.97	\$4.03	Per 100 cu. Ft. of water (1 unit)
Institutional	\$4.07	\$4.14	Per 100 cu. Ft. of water (1 unit)
	\$4.39	\$4.46	Per 100 cu. Ft. of water (1 unit)
<b>Sewer Charges-Fixed</b>			
Customer Class			
Residential	\$18.75	\$19.32	Monthly Charge
Non-Residential			
Commercial	\$15.22	\$15.68	Monthly Charge
Institutional	\$15.22	\$15.68	Monthly Charge
<b>Sewer Charges-Variable</b>			
Non-Residential			
Commercial	\$0.35	\$0.36	Cost per CCF
Institutional	\$0.35	\$0.36	Cost per CCF

Schedule of Performance

Task	Deadline	Development Agreement Section Reference.
Developer will submit an Annual Report to the City	Within 30 days of the one-year anniversary of the Effective Date and continuing annually thereafter until the date on which a Certificate of Occupancy is issued for the last single-family residential unit at the Project	Section 4(m)
City will deem the Annual Report complete, request additional information, or determine that Developer has not complied in good faith with the terms and conditions of this Agreement.	Within 30 days of Developer's submission of an Annual Report	Section 5(e)(ii)
Developer shall submit a complete Tentative Tract Map application and pay all required application fees	Within 24 months after the Effective Date	Section 4(a)(i)
Developer will submit a site plan for utilities	Concurrently with the Tentative Tract Map application	Section 4(e)(ii)
Developer shall submit a complete Design Review Permit application for each of the 42 single-family detached residential units and pay all required application fees	Within 24 months after the Effective Date	Section 4(a)(ii)
Developer will obtain necessary approvals from Los Angeles County to commence offsite improvements to realign Carter Avenue	Within 24 months after the Effective Date	Section 4(i)(ii)
Congregation will submit a complete Tentative Tract Map application and pay all required application fees	Within 24 months after the Effective Date	Section 3(a)

City shall hire a mutually approved qualified third-party consultant to review and process any such plans	Within 30 days of Developer's submission of a tentative map, final map, grading plans, improvement plans, landscape plans or other construction documents	Section 5(c)
Congregation will execute a lot tie affidavit for the two subdivided parcels	Following approval of the Tentative Tract Map	Section 3(a)
Developer will pay \$250,000 to be used for public safety purposes	Upon approval of a Tentative Tract Map and issuance of a Design Review Permit	Section 4(n)
Developer will submit site plan, planting plan, and plan for conceptual amenities to Community Services Commission	Within 18 months after the approval of a Tentative Tract Map	Section 4(b)(i)
Developer must commence Construction of Offsite Improvements	Prior to issuance of the first building permit	Section 4(i)(ii)
Developer will pay all Public Facilities Impact Fees	Prior to issuance of each respective building permit	Section 4(g)(i)
Developer will pay the Art in Public Places Fee	Upon applying for building permits	Section 4(g)(ii)
Developer will pay the Park Facility Fee in lieu of donating land	Upon applying for building permits	Section 4(g)(iii)
Developer will pay \$983,500 in Net Zero water payment	Prior to the City's issuance of a building permit associated with each residential unit	Section 4(d)(ii)
City will contract with a third-party inspector to inspect the public improvements associated with the Project	Within 30 days of Developer's application for building permits	Section 5(d)
Congregation shall record a conservation easements in favor of the City	Within 60 days after the issuance of the first building permit for the Project	Section 3(a)

Congregation will record a conservation easement on the Retreat Center Open Space	Concurrently with the recordation of the conservation easement for the Hillside Open Space	Section 3(b)
Developer must complete Construction of Offsite Improvements	Prior to the 11th building permit	Section 4(i)(ii)
Developer must provide a mechanism for funding the maintenance of certain public improvements	Prior to the dedication of the public park	Section 4(c)(i)
Developer will complete the development of the Public Park	Within 60 days after the City's issuance of a Certificate of Occupancy for the 22 <sup>nd</sup> single-family residential unit in the Project	Section 4(b)(iii)