

# City Council Agenda

Tuesday, July 15, 2025

Regular Meeting 6:30 PM

South Coast Air Quality Management District/Main Auditorium  
21865 Copley Drive, Diamond Bar, CA 91765

How to Observe the Meeting From Home:

The public can observe the meeting by calling +1 (562) 247-8422, Access Code: 367-134-574 OR visit:  
<https://attendee.gotowebinar.com/register/7709259212038260571>.

How to Submit Public Comment:

The public may provide public comment by attending the meeting in person, by sending an email, or by logging into the teleconference. Please send email public comments to the City Clerk at [cityclerk@DiamondBarCA.gov](mailto:cityclerk@DiamondBarCA.gov) by 4:00 p.m. on the day of the meeting and indicate in the Subject Line "FOR PUBLIC COMMENT." Written comments will be distributed to the Council Members, noted for the record at the meeting and posted on the City's official agenda webpage as soon as reasonably practicable (found here: <http://diamondbarca.iqm2.com/Citizens/Default.aspx>).

The public may log into the meeting through this link:

<https://attendee.gotowebinar.com/register/7709259212038260571>. Members of the public will be called upon one at a time during the Public Comment portion of the agenda. Speakers are limited to five minutes per agenda item, unless the Mayor determines otherwise. Please note that the meeting will proceed at the South Coast Air Quality Management District/Main Auditorium should comments by teleconferencing become infeasible due to an Internet or power outage, or due to technical problems outside the City's control. If you wish to make certain that your comments are heard, please attend the meeting in person or send an email by 4:00 p.m. on the day of the meeting/hearing. To watch a live stream of City Council meetings, visit the City's YouTube Channel at <https://www.diamondbarca.gov/youtube>.

American Disability Act Accommodations:

Pursuant to the Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the Council Meeting, please contact the City Clerk's Office (909) 839-7010 within 72 hours of the meeting. City Council video recordings with transcription will be available upon request the day following the Council Meeting.

**ANDREW CHOU***Council Member***STAN LIU***Council Member***RUTH M. LOW***Council Member***CHIA YU TENG***Mayor***STEVE TYE***Mayor Pro Tem*

City Manager Dan Fox • City Attorney Omar Sandoval • City Clerk Kristina Santana

### **DIAMOND BAR CITY COUNCIL MEETING RULES**

Welcome to the meeting of the Diamond Bar City Council. Meetings are open to the public and are broadcast on Spectrum Cable Channel 3 and Frontier FiOS television Channel 47. You are invited to attend and participate. Copies of staff reports or other written documentation relating to agenda items are on file and available for public inspection by contacting the Office of the City Clerk. If requested, the agenda will be made available in an alternative format to a person with disability as required by Section 202 of the Americans with Disabilities Act of 1990. If you have questions regarding an agenda item, please contact the City Clerk at (909) 839-7010 during regular business hours.

#### **PUBLIC INPUT**

Members of the public may address the Council on any item of business on the agenda during the time the item is taken up by the Council. In addition, members of the public may, during the Public Comment period address the Council on any Consent Calendar item or any matter not on the agenda and within the Council's subject matter jurisdiction. Any material to be submitted to the City Council at the meeting should be submitted through the City Clerk.

Speakers are limited to five minutes per agenda item, unless the Mayor determines otherwise. The Mayor may adjust this time limit depending on the number of people wishing to speak, the complexity of the matter, the length of the agenda, the hour and any other relevant consideration. Speakers may address the Council only once on an agenda item, except during public hearings, when the applicant/appellant may be afforded a rebuttal.

Public comments must be directed to the City Council. A person who disrupts the orderly conduct of the meeting after being warned by the Mayor or the Mayor's designee that their behavior is disrupting the meeting, may result in the person being removed from the meeting.

#### **INFORMATION RELATING TO AGENDAS AND ACTIONS OF THE COUNCIL**

Agendas for regular City Council meetings are available 72 hours prior to the meeting and are posted in the City's regular posting locations, on DBTV (on Spectrum Cable Channel 3 and Frontier FiOS television Channel 47) and on the City's website at [www.diamondbarca.gov/agendas](http://www.diamondbarca.gov/agendas). The City Council may take action on any item listed on the agenda.

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Copies of agendas, rules of the Council, Video of meetings: (909) 839-7010

Computer access to agendas: [www.diamondbarca.gov/agendas](http://www.diamondbarca.gov/agendas)

General information: (909) 839-7000



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## **CITY OF DIAMOND BAR CITY COUNCIL AGENDA**

July 15, 2025

**CALL TO ORDER:** 6:30 p.m.

**PLEDGE OF ALLEGIANCE:** Mayor

**INVOCATION:** Cantor Paul Buch, Temple of Beth Israel

**ROLL CALL:** Chou, Liu, Low, Mayor Pro Tem Tye, Mayor Teng

**APPROVAL OF AGENDA:** Mayor

**1. SPECIAL PRESENTATIONS, CERTIFICATES, PROCLAMATIONS: NONE.**

1.1 Tonner Canyon Prescribe Burn Update.

**2. CITY MANAGER REPORTS AND RECOMMENDATIONS:**

**3. PUBLIC COMMENTS:**

"Public Comments" is the time reserved on each regular meeting agenda to provide an opportunity for members of the public to directly address the Council on Consent Calendar items or other matters of interest not on the agenda that are within the subject matter jurisdiction of the Council. Although the City Council values your comments, pursuant to the Brown Act, members of the City Council or Staff may briefly respond to public comments if necessary, but no extended discussion and no action on such matters may take place. There is a five-minute maximum time limit when addressing the City Council.

Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection immediately upon distribution in the City Clerk's Office at 21810 Copley Dr., Diamond Bar, California, during normal business hours.

**4. SCHEDULE OF FUTURE EVENTS:**

- 4.1 Concerts in the Park/Movies under the Stars – July 16, 2025, 6:30 – 9:30 p.m., Summitridge Park, 1425 Summitridge Dr.
- 4.2 Coffee with a Cop – July 16, 2025, 8:00 – 9:00 a.m., Paris Baguette, 21050 Golden Springs Dr.
- 4.3 Free Oil Filter Exchange – July 19, 2025, 9:00 a.m. – 1:00 p.m., Autozone, 303 W. Diamond Bar Blvd.
- 4.4 Planning Commission Meeting – July 22, 2025 – cancelled.
- 4.5 Concerts in the Park/Movies under the Stars – July 23, 2025, 6:30 – 9:30 p.m., Summitridge Park, 1425 Summitridge Dr.
- 4.6 Free Catalytic Converter Etching – July 23, 2025, 9:00 – 11:00 a.m., Calvary Chapel Golden Springs, 22324 Golden Springs Dr.
- 4.7 Parks and Recreation Commission Meeting – July 24, 2025, 6:30 p.m., online teleconference and City Hall Windmill Room, 21810 Copley Dr.
- 4.8 Grandparents Day Celebration – July 26, 2025, 10:00 a.m. – 12:00 p.m., Diamond Bar Center, 1600 Grand Ave.
- 4.9 Concerts in the Park/Movies under the Stars – July 30, 2025, 6:30 – 9:30 p.m., Summitridge Park, 1425 Summitridge Dr.
- 4.10 City Council Meeting – August 5, 2025, 6:30 p.m., online teleconference and SCAQMD Main Auditorium, 21865 Copley Dr.

**5. CONSENT CALENDAR:**

All items listed on the Consent Calendar are considered by the City Council to be routine and will be acted on by a single motion unless a Council Member or member of the public request otherwise, in which case, the item will be removed for separate consideration.

**5.1 CITY COUNCIL MINUTES OF THE JULY 1, 2025 REGULAR MEETING.****5.1.a July 1, 2025 City Council Regular Meeting Minutes**

Recommended Action:

Approve the July 1, 2025 Regular City Council meeting minutes.

Requested by: City Clerk

5.2 RATIFICATION OF CHECK REGISTER DATED JUNE 25, 2025 THROUGH JULY 8, 2025 TOTALING \$1,484,942.61.

Recommended Action:

Ratify the Check Register.

Requested by: Finance Department

5.3 TREASURER'S STATEMENT.

Recommended Action:

Approve the June 2025 Treasurer's Statement.

Requested by: Finance Department

5.4 MAINTENANCE RELATED SERVICES FOR FORMER PONY PROPERTY LOCATED AT 22601 SUNSET CROSSING ROAD.

Recommended Action:

A. Appropriate \$801,425 from the Park & Facility Development Fund (262) for PONY Property restoration, plus an additional \$100,000 for contingencies, for a total budget of \$901,425;

B. Appropriate \$93,000 from the General Fund (100) for on-going park maintenance of the PONY Property;

C. Approve, and authorize the City Manager, to sign the Consultant Services Agreement with Dudek, for professional land surveying services;

D. Approve, and authorize the City Manager to sign, the First Amendment to the Maintenance Services Agreement with Nova Landscape Group, Inc., to provide the one-time field rehabilitation services and ongoing monthly maintenance services afterwards;

E. Approve, and authorize the City Manager, to sign the Public Works Agreement with Siterep Construction Services, Inc., to perform general demolition and earth services; and

F. Approve, and authorize the City Manager, to sign the Ninth Amendment to the Vendor Services Agreement with Exterior Products Corporation, to provide electrical and lighting maintenance services.

Requested by: City Manager

- 5.5 DESIGN SERVICES AGREEMENT WITH MULHOLLAND CONSULTING, INC. FOR PREPARATION OF ENGINEERING PLANS AND SPECIFICATIONS FOR THE SYCAMORE CANYON PARK PEDESTRIAN BRIDGE REMOVAL PROJECT (CIP# FP258).

Recommended Action:

Approve, and authorize the City Manager to sign, the Consulting Service Agreement with Mulholland Consulting, Inc., in a not-to-exceed amount of \$61,825, plus a contingency amount of \$6,182.50, for a total authorization amount of \$68,007.50.

Requested by: Public Works Department

- 5.6 SIXTH AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH TRANE U.S. INC. DBA TRANE FOR MECHANICAL AND BUILDING AUTOMATION SYSTEM PREVENTIVE MAINTENANCE AND REPAIR SERVICES.

Recommended Action:

Approve, and authorize the City Manager to sign, the Sixth Amendment to the Maintenance Services Agreement with Trane U.S. Inc. dba Trane through June 30, 2026.

Requested by: Public Works Department

## 6. PUBLIC HEARINGS:

- 6.1 LEVYING ASSESSMENTS ON LANDSCAPE ASSESSMENT DISTRICT NO. 38 FOR FISCAL YEAR 2025/26.

Recommended Action:

A. Receive presentation, open Public Hearing to receive testimony, close Public Hearing; and

B. Adopt Resolution No. 2025-25 to levy and collect assessments for Landscape Assessment District No. 38 for Fiscal Year 2025/26.

Requested by: Public Works Department

- 6.2 LEVYING ASSESSMENTS ON LANDSCAPE ASSESSMENT DISTRICT NO. 39-2022 FOR FISCAL YEAR 2025/26.

Recommended Action:

A. Receive presentation, open Public Hearing to receive testimony, close Public Hearing; and

B. Adopt Resolution No. 2025-26 to levy and collect assessments for Landscape Assessment District No. 39-2022 for Fiscal Year 2025/26.

Requested by: Public Works Department

6.3 LEVYING ASSESSMENTS ON LANDSCAPE ASSESSMENT DISTRICT NO. 41-2021 FOR FISCAL YEAR 2025/26.

Recommended Action:

- A. Receive presentation, open Public Hearing to receive testimony, close Public Hearing; and
- B. Adopt Resolution No. 2025-27 to levy and collect assessments for Landscape Assessment District No. 41-2021 for Fiscal Year 2025/26.

Requested by: Public Works Department

**7. COUNCIL CONSIDERATION:**

7.1 AMENDMENTS TO TITLE 15 OF THE DIAMOND BAR CITY CODE TO ADOPT THE STATE FIRE MARSHAL'S UPDATES TO THE VERY HIGH FIRE HAZARD SEVERITY ZONES.

Recommended Action:

- A. Hear the staff presentation and receive any public testimony;
- B. Determine that the proposed ordinance does not constitute a project and is therefore exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b); and
- C. Introduce for first reading by title only, waive full reading of Ordinance No. 02 (2025), and set for public hearing, second reading and adoption at the August 5, 2025 City Council meeting:

ORDINANCE NO. 02 (2025) - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR DESIGNATING VERY HIGH FIRE HAZARD SEVERITY ZONES IN ACCORDANCE WITH STATE LAW AND AMENDING THE DIAMOND BAR CITY CODE.

Requested by: Community Development Department

**8. COUNCIL SUB-COMMITTEE REPORTS AND MEETING ATTENDANCE REPORTS/COUNCIL MEMBER COMMENTS:**

**9. ADJOURNMENT:**

Agenda #: 5.1  
Meeting Date: July 15, 2025



## CITY COUNCIL

## AGENDA REPORT

TO: Honorable Mayor and Members of the City Council  
FROM: Daniel Fox, City Manager   
TITLE: **CITY COUNCIL MINUTES OF THE JULY 1, 2025 REGULAR MEETING.**  
STRATEGIC  
GOAL: *Open, Engaged & Responsive Government*

**RECOMMENDATION:**

Approve the July 1, 2025 Regular City Council meeting minutes.

**FINANCIAL IMPACT:**

None.

**BACKGROUND/DISCUSSION:**

Minutes have been prepared and are being presented for approval.

**PREPARED BY:**

  
\_\_\_\_\_  
Kristina Santana, City Clerk

7/15/2025

**REVIEWED BY:**

  
\_\_\_\_\_  
Ryan McLean, Assistant City Manager

7/10/2025

**Attachments:**

1. 5.1.a July 1, 2025 City Council Regular Meeting Minutes



**CITY OF DIAMOND BAR  
MINUTES OF THE CITY COUNCIL REGULAR MEETING  
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT/MAIN AUDITORIUM  
21865 COPLEY DRIVE, DIAMOND BAR, CA 91765  
JULY 1, 2025**

**CALL TO ORDER:** Mayor Teng called the Regular City Council meeting to order at 6:30 p.m. in the South Coast Air Quality Management District Main Auditorium, 21865 Copley Drive, Diamond Bar, CA 91765.

**PLEDGE OF ALLEGIANCE:** Council Member Ruth M. Low led the Pledge of Allegiance.

**INVOCATION:** Pastor Stephen Yap, Gateway Friends Church

**ROLL CALL:** Council Member Ruth Low, Mayor Pro Tem Steve Tye, Mayor Chia Yu Teng

**Absent:** Council Members Andrew Chou and Stan Liu.

**Staff present in person:** Dan Fox, City Manager; Omar Sandoval, City Attorney; Ryan McLean, Assistant City Manager; Ken Desforjes, Information Systems Director; Cecilia Arellano, Community Relations Manager; Joan Cruz, Administrative Coordinator; Kristina Santana, City Clerk.

**Staff present telephonically:** Jason Jacobsen, Finance Director; Hal Ghafari, Public Works Manager/Assistant City Engineer.

**Others present:** Nancy Farias, Deputy, Diamond Bar/Walnut Sheriff's Station; Stephen Tousey, Captain, Diamond Bar/Walnut Sheriff's Station.

**APPROVAL OF AGENDA:** Mayor Teng approved the agenda as presented.

- 1. SPECIAL PRESENTATIONS, CERTIFICATES, PROCLAMATIONS: None.**
- 2. CITY MANAGER REPORTS AND RECOMMENDATIONS: None.**
- 3. PUBLIC COMMENTS:**

The following provided public comments:

Felix Teng, Making Spirits Bright Volunteer  
Allen Wilson, resident  
Cynthia Yu, Diamond Bar Library Manager  
Stanley Mey, Niagara Bottling  
Captain Stephen Tousey, Diamond Bar/Walnut Sheriff's Station

CC/Santana reported that one email was submitted for public comment from Ian Jameson, and no guests on the teleconference line requested to speak under Public Comments.

July 1, 2025

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CITY COUNCIL

4. **SCHEDULE OF FUTURE EVENTS:** CM/Fox presented the Schedule of Future Events.

5. **CONSENT CALENDAR:** C/Low moved, MPT/Tye seconded, to approve the Consent Calendar. Motion carried 3-0 by the following Roll Call vote:

|         |                  |                      |
|---------|------------------|----------------------|
| AYES:   | COUNCIL MEMBERS: | Low, MPT/Tye, M/Teng |
| NOES:   | COUNCIL MEMBERS: | None                 |
| ABSENT: | COUNCIL MEMBERS: | Chou, Liu            |

5.1 APPROVED CITY COUNCIL MINUTES:

5.1.a June 17, 2025 CITY COUNCIL REGULAR MEETING

5.2 RATIFIED CHECK REGISTER DATED JUNE 11, 2025 THROUGH JUNE 24, 2025 TOTALING \$2,292,183.55.

5.3 APPROVED MAY 2025 TREASURER'S STATEMENT.

5.4 APPROVED CONSULTING SERVICES AGREEMENT WITH REGIONAL CHAMBER OF COMMERCE SAN GABRIEL VALLEY FOR BUSINESS DEVELOPMENT AND ENGAGEMENT SERVICES THROUGH JUNE 30, 2026.

5.5 APPROVED CONSULTANT SERVICES AGREEMENT WITH JOSE RUEL "JR" DIRA, FOR AS-NEEDED GEOGRAPHIC INFORMATION SYSTEMS (GIS) AND INFORMATION TECHNOLOGY SERVICES THROUGH JUNE 30, 2030.

5.6 APPROVED THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ABSOLUTE INTERNATIONAL SECURITY, INC. FOR SECURITY GUARD SERVICES THROUGH JUNE 30, 2026.

6. **PUBLIC HEARINGS:** None.

7. **COUNCIL CONSIDERATION:** None.

8. **COUNCIL SUBCOMMITTEE REPORTS AND MEETING ATTENDANCE REPORTS/COUNCIL MEMBER COMMENTS:**

The following Council Members provided a report on meetings attended at the expense of the local agency per Government Code 53232.3(d).

Council Member Low reported that she and Mayor Teng attending the installation of the Regional Chamber of Commerce's new Officers last week where the City received the President's Circle Award for being an Economic Development Champion.

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July 1, 2025

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CITY COUNCIL

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Mayor Pro Tem Tye reported attending the 1st Annual State of Our Communities Summit held by Niagara Bottling Company. He also reported joining Council Member Low and Mayor Teng for the formal transfer of Stevens Field from the Diamond Bar PONY Baseball to the City of Diamond Bar.

Mayor Teng reported attending the formal transfer of Stevens Field from the Diamond Bar PONY Baseball to the City of Diamond Bar.

9. **ADJOURNMENT:** With no further business to conduct, M/Teng adjourned the Regular City Council Meeting at 7:15 p.m.

Respectfully Submitted,

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Kristina Santana, City Clerk

The foregoing minutes are hereby approved this 15<sup>th</sup> day of July, 2025.

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Chia Yu Teng, Mayor

Agenda #: 5.2  
Meeting Date: July 15, 2025



## CITY COUNCIL

## AGENDA REPORT

TO: Honorable Mayor and Members of the City Council  
FROM: Daniel Fox, City Manager   
TITLE: **RATIFICATION OF CHECK REGISTER DATED JUNE 25, 2025  
THROUGH JULY 8, 2025 TOTALING \$1,484,942.61.**  
STRATEGIC  
GOAL: *Responsible Stewardship of Public Resources*

**RECOMMENDATION:**

Ratify the Check Register.

**FINANCIAL IMPACT:**

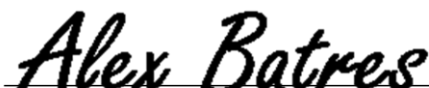
Expenditure of \$1,484,942.61.

**BACKGROUND/DISCUSSION:**

The City has established the policy of issuing accounts payable checks on a weekly basis with City Council ratification at the next scheduled City Council Meeting.

The attached check register containing checks dated June 25, 2025 through July 8, 2025 totaling \$1,484,942.61 is being presented for ratification. All payments have been made in compliance with the City's purchasing policies and procedures, and have been reviewed and approved by the appropriate departmental staff. The attached Affidavit affirms that the check register has been audited and deemed accurate by the Finance Director.

**PREPARED BY:**

  
Alex Batres, Management Analyst

7/15/2025

## REVIEWED BY:

*Jason Jacobsen*

Jason Jacobsen, Finance Director

7/9/2025

*Jason Jacobsen*

Jason Jacobsen, Finance Director

7/9/2025

## Attachments:

1. 5.2.a Check Register Affidavit 7-15-2025
2. 5.2.b Check Register 7-15-2025



## CITY OF DIAMOND BAR CHECK REGISTER AFFIDAVIT

The attached listings of demands, invoices, and claims in the form of a check register including checks dated June 25, 2025 through July 8, 2025 has been audited and is certified as accurate. Payments have been allowed from the following funds in these amounts:

| Description                        | Amount         |
|------------------------------------|----------------|
| General Fund                       | \$606,724.45   |
| Measure W Local Return Fund        | \$34,695.83    |
| Measure M Local Return Fund        | \$405.74       |
| Measure R Local Return Fund        | \$231.85       |
| Prop A Transit Tax Fund            | \$46,850.10    |
| Prop C Transit Tax Fund            | \$3,250.68     |
| LLAD 38 Fund                       | \$2,328.79     |
| LLAD 39 Fund                       | \$395.25       |
| LLAD 41 Fund                       | \$35,994.32    |
| Integrated Waste Mgmt Fund - AB939 | \$9,211.35     |
| Capital Imprv Project Fund         | \$382,963.55   |
| Vehicle Maintenance & Equip Fund   | \$125.00       |
| Debt Service Fund                  | \$3,350.00     |
| Tres Hermanos Consvrtn Auth Fund   | \$78,920.00    |
| Used Motor Oil Block Grant Fund    | \$450.00       |
| Community Dev Block Grant Fund     | \$1,826.75     |
| PEG Fees Fund                      | \$14,350.33    |
| Self Insurance Fund                | \$69,320.00    |
| PLHA Fund                          | \$28,130.00    |
| Building Facility & Maint Fund     | \$2,514.82     |
| Equip Maint & Replacement Fund     | \$135,874.47   |
| Pooled Cash Fund                   | \$27,029.33    |
|                                    | \$1,484,942.61 |

Signed:

\_\_\_\_\_  
Finance Director  
Jason M. Jacobsen

# City of Diamond Bar Check Register

5.2.b

| CHECK #     | CHECK DATE | VENDOR NAME                      | OTP VENDOR NAME | INVOICE DESCRIPTION                               | ORG    | OBJECT | AMOUNT      |
|-------------|------------|----------------------------------|-----------------|---------------------------------------------------|--------|--------|-------------|
| 15920       | 6/27/2025  | SOUTHERN CALIFORNIA EDISON       |                 | 3334 1/2 BREA CYN PED (052225-062225)             | 100630 | 52210  | \$111.08    |
| CHECK TOTAL |            |                                  |                 |                                                   |        |        | \$111.08    |
| 15921       | 6/27/2025  | SOUTHERN CALIFORNIA EDISON       |                 | DISTRICT 38 (052825-062525)                       | 238638 | 52210  | \$45.82     |
| CHECK TOTAL |            |                                  |                 |                                                   |        |        | \$45.82     |
| 15922       | 6/27/2025  | SOUTHERN CALIFORNIA EDISON       |                 | PARKS (052825-062525)                             | 100630 | 52210  | \$4,139.81  |
| CHECK TOTAL |            |                                  |                 |                                                   |        |        | \$4,139.81  |
| 15923       | 7/3/2025   | CALPERS                          |                 | PENSION CONTRIBUTION FOR PERIOD 06.14.25-06.27.25 | 204    | 21110  | \$85.46     |
|             | 7/3/2025   | CALPERS                          |                 | PENSION CONTRIBUTION FOR PERIOD 06.14.25-06.27.25 | 203    | 21110  | \$149.56    |
|             | 7/3/2025   | CALPERS                          |                 | PENSION CONTRIBUTION FOR PERIOD 06.14.25-06.27.25 | 239    | 21110  | \$150.12    |
|             | 7/3/2025   | CALPERS                          |                 | PENSION CONTRIBUTION FOR PERIOD 06.14.25-06.27.25 | 241    | 21110  | \$150.12    |
|             | 7/3/2025   | CALPERS                          |                 | PENSION CONTRIBUTION FOR PERIOD 06.14.25-06.27.25 | 238    | 21110  | \$238.40    |
|             | 7/3/2025   | CALPERS                          |                 | PENSION CONTRIBUTION FOR PERIOD 06.14.25-06.27.25 | 201    | 21110  | \$599.86    |
|             | 7/3/2025   | CALPERS                          |                 | PENSION CONTRIBUTION FOR PERIOD 06.14.25-06.27.25 | 207    | 21110  | \$778.34    |
|             | 7/3/2025   | CALPERS                          |                 | PENSION CONTRIBUTION FOR PERIOD 06.14.25-06.27.25 | 206    | 21110  | \$1,619.83  |
|             | 7/3/2025   | CALPERS                          |                 | PENSION CONTRIBUTION FOR PERIOD 06.14.25-06.27.25 | 250    | 21110  | \$2,174.29  |
|             | 7/3/2025   | CALPERS                          |                 | PENSION CONTRIBUTION FOR PERIOD 06.14.25-06.27.25 | 100    | 21110  | \$45,136.75 |
| CHECK TOTAL |            |                                  |                 |                                                   |        |        | \$51,082.73 |
| 15924       | 7/3/2025   | VANTAGEPOINT TRNSFR AGNTS-303248 |                 | DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 07/03/2025 | 204    | 21109  | \$129.14    |
|             | 7/3/2025   | VANTAGEPOINT TRNSFR AGNTS-303248 |                 | DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 07/03/2025 | 239    | 21109  | \$222.89    |

# City of Diamond Bar Check Register

5.2.b

| CHECK # | CHECK DATE | VENDOR NAME                      | OTP VENDOR NAME | INVOICE DESCRIPTION                                     | ORG | OBJECT             | AMOUNT             |
|---------|------------|----------------------------------|-----------------|---------------------------------------------------------|-----|--------------------|--------------------|
|         | 7/3/2025   | VANTAGEPOINT TRNSFR AGNTS-303248 |                 | DEFERRED COMP<br>CONTRIBUTIONS/LOAN PYMTS<br>07/03/2025 | 241 | 21109              | \$222.89           |
|         | 7/3/2025   | VANTAGEPOINT TRNSFR AGNTS-303248 |                 | DEFERRED COMP<br>CONTRIBUTIONS/LOAN PYMTS<br>07/03/2025 | 203 | 21109              | \$225.99           |
|         | 7/3/2025   | VANTAGEPOINT TRNSFR AGNTS-303248 |                 | DEFERRED COMP<br>CONTRIBUTIONS/LOAN PYMTS<br>07/03/2025 | 238 | 21109              | \$328.65           |
|         | 7/3/2025   | VANTAGEPOINT TRNSFR AGNTS-303248 |                 | DEFERRED COMP<br>CONTRIBUTIONS/LOAN PYMTS<br>07/03/2025 | 207 | 21109              | \$558.87           |
|         | 7/3/2025   | VANTAGEPOINT TRNSFR AGNTS-303248 |                 | DEFERRED COMP<br>CONTRIBUTIONS/LOAN PYMTS<br>07/03/2025 | 201 | 21109              | \$636.32           |
|         | 7/3/2025   | VANTAGEPOINT TRNSFR AGNTS-303248 |                 | DEFERRED COMP<br>CONTRIBUTIONS/LOAN PYMTS<br>07/03/2025 | 206 | 21109              | \$2,558.42         |
|         | 7/3/2025   | VANTAGEPOINT TRNSFR AGNTS-303248 |                 | DEFERRED COMP<br>CONTRIBUTIONS/LOAN PYMTS<br>07/03/2025 | 250 | 21109              | \$4,162.27         |
|         | 7/3/2025   | VANTAGEPOINT TRNSFR AGNTS-303248 |                 | DEFERRED COMP<br>CONTRIBUTIONS/LOAN PYMTS<br>07/03/2025 | 100 | 21109              | \$69,807.75        |
|         |            |                                  |                 |                                                         |     | <b>CHECK TOTAL</b> | <b>\$78,853.19</b> |
| 15940   | 7/8/2025   | AFLAC                            |                 | SUPP INSURANCE PREMIUM JUNE 2025                        | 239 | 21117              | \$0.94             |
|         | 7/8/2025   | AFLAC                            |                 | SUPP INSURANCE PREMIUM JUNE 2025                        | 241 | 21117              | \$0.94             |
|         | 7/8/2025   | AFLAC                            |                 | SUPP INSURANCE PREMIUM JUNE 2025                        | 201 | 21117              | \$8.47             |
|         | 7/8/2025   | AFLAC                            |                 | SUPP INSURANCE PREMIUM JUNE 2025                        | 204 | 21117              | \$9.02             |
|         | 7/8/2025   | AFLAC                            |                 | SUPP INSURANCE PREMIUM JUNE 2025                        | 203 | 21117              | \$15.80            |
|         | 7/8/2025   | AFLAC                            |                 | SUPP INSURANCE PREMIUM JUNE 2025                        | 207 | 21117              | \$29.35            |
|         | 7/8/2025   | AFLAC                            |                 | SUPP INSURANCE PREMIUM JUNE 2025                        | 250 | 21117              | \$62.65            |
|         | 7/8/2025   | AFLAC                            |                 | SUPP INSURANCE PREMIUM JUNE 2025                        | 206 | 21117              | \$186.69           |
|         | 7/8/2025   | AFLAC                            |                 | SUPP INSURANCE PREMIUM JUNE 2025                        | 100 | 21117              | \$1,335.40         |
|         |            |                                  |                 |                                                         |     | <b>CHECK TOTAL</b> | <b>\$1,649.26</b>  |



# City of Diamond Bar Check Register

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| CHECK #            | CHECK DATE | VENDOR NAME                                     | OTP VENDOR NAME | INVOICE DESCRIPTION                                | ORG    | OBJECT | AMOUNT             |
|--------------------|------------|-------------------------------------------------|-----------------|----------------------------------------------------|--------|--------|--------------------|
| 15941              | 7/8/2025   | AGRICULTURAL COM WGHTS & MEASURES               |                 | WEED ABATEMENT FY24-25 (DISTRICT 41 - 052025)      | 241641 | 55526  | \$33,405.07        |
| <b>CHECK TOTAL</b> |            |                                                 |                 |                                                    |        |        | <b>\$33,405.07</b> |
| 15942              | 7/8/2025   | ALLIANT INSURANCE SERVICES INC                  |                 | ACIP CRIME INSURANCE - FY 25/26                    | 501220 | 57200  | \$2,250.00         |
| <b>CHECK TOTAL</b> |            |                                                 |                 |                                                    |        |        | <b>\$2,250.00</b>  |
| 15943              | 7/8/2025   | ANIMAL PEST MANAGEMENT SERVICES INC             |                 | COMPREHENSIVE PEST MGMT SVCS (JUNE2025) FY24-25    | 100630 | 51200  | \$70.00            |
|                    | 7/8/2025   | ANIMAL PEST MANAGEMENT SERVICES INC             |                 | COMPREHENSIVE PEST MGMT SVCS (JUNE2025) FY24-25    | 100510 | 52320  | \$105.00           |
|                    | 7/8/2025   | ANIMAL PEST MANAGEMENT SERVICES INC             |                 | COMPREHENSIVE PEST MGMT SVCS (JUNE2025) FY24-25    | 100620 | 52320  | \$120.00           |
| <b>CHECK TOTAL</b> |            |                                                 |                 |                                                    |        |        | <b>\$295.00</b>    |
| 15944              | 7/8/2025   | ANUVU OPERATIONS LLC (FKA GLOAL EAGLE OPCO LLC) |                 | MOVIE LICENSING FOR 6.25.25                        | 100520 | 55300  | \$525.00           |
| <b>CHECK TOTAL</b> |            |                                                 |                 |                                                    |        |        | <b>\$525.00</b>    |
| 15945              | 7/8/2025   | B&H FOTO & ELECTRONICS CORP                     |                 | PEG CHANNEL - AV EQUIPMENT FOR BROADCASTING        | 270240 | 56116  | \$13,850.33        |
| <b>CHECK TOTAL</b> |            |                                                 |                 |                                                    |        |        | <b>\$13,850.33</b> |
| 15946              | 7/8/2025   | BRITTNEY B SOWELL                               |                 | DIAMOND BAR RESTAURANT WEEK LOGO REDESIGN          | 100150 | 52110  | \$945.00           |
| <b>CHECK TOTAL</b> |            |                                                 |                 |                                                    |        |        | <b>\$945.00</b>    |
| 15947              | 7/8/2025   | CAL POLY POMONA FOUNDATION INC                  |                 | USED OIL RECYCLING POLYPOST ONLINE AD-JUNE 2025    | 253180 | 52160  | \$450.00           |
| <b>CHECK TOTAL</b> |            |                                                 |                 |                                                    |        |        | <b>\$450.00</b>    |
| 15948              | 7/8/2025   | CALIFORNIA JPIA                                 |                 | ALL RISK PROPERTY INS PROG - FY 25/26              | 501220 | 57202  | \$67,070.00        |
| <b>CHECK TOTAL</b> |            |                                                 |                 |                                                    |        |        | <b>\$67,070.00</b> |
| 15949              | 7/8/2025   | CHICAGO TITLE COMPANY                           |                 | HIP 056 - 626 RITTER STREET - RECORDING FEES       | 225440 | 54900  | \$50.00            |
|                    | 7/8/2025   | CHICAGO TITLE COMPANY                           |                 | 2418 S. DIAMOND BAR BLVD. RECORDING FEES (BURTON)  | 225440 | 54900  | \$38.00            |
|                    | 7/8/2025   | CHICAGO TITLE COMPANY                           |                 | CDBG 23641 GOLDEN SPRINGS UNIT C-14 RECORDING FEES | 225440 | 54900  | \$38.00            |
|                    | 7/8/2025   | CHICAGO TITLE COMPANY                           |                 | CDBG 1828 ANO NUEVO DRIVE RECORDING FEES           | 225440 | 54900  | \$38.00            |
|                    | 7/8/2025   | CHICAGO TITLE COMPANY                           |                 | CDBG 20878 MOONLAKE STREET RECORDING FEES          | 225440 | 54900  | \$38.00            |

# City of Diamond Bar Check Register

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| CHECK # | CHECK DATE | VENDOR NAME                   | OTP VENDOR NAME | INVOICE DESCRIPTION                                   | ORG    | OBJECT             | AMOUNT             |
|---------|------------|-------------------------------|-----------------|-------------------------------------------------------|--------|--------------------|--------------------|
|         | 7/8/2025   | CHICAGO TITLE COMPANY         |                 | CDBG 323 ROCK RIVER ROAD<br>RECORDING FEES            | 225440 | 54900              | \$37.00            |
|         | 7/8/2025   | CHICAGO TITLE COMPANY         |                 | CDBG 24121 HIGH KNOB ROAD #G<br>RECORDING FEES        | 225440 | 54900              | \$65.00            |
|         | 7/8/2025   | CHICAGO TITLE COMPANY         |                 | CDBG 24121 HIGH KNOB ROAD #G<br>RECORDING FEES        | 225440 | 54900              | \$38.00            |
|         |            |                               |                 |                                                       |        | <b>CHECK TOTAL</b> | <b>\$342.00</b>    |
| 15950   | 7/8/2025   | CT & T CONCRETE PAVING INC    |                 | ROAD MAINTENANCE SERVICES<br>(JUNE2025)               | 100655 | 55512              | \$39,707.12        |
|         | 7/8/2025   | CT & T CONCRETE PAVING INC    |                 | ROAD MAINTENANCE SERVICES<br>(PASADO&AMBUSHERS STORM) | 100655 | 55512              | \$16,000.00        |
|         | 7/8/2025   | CT & T CONCRETE PAVING INC    |                 | ROAD MAINTENANCE SERVICES<br>(PASADO&AMBUSHERS STORM) | 201655 | 55530              | \$28,000.00        |
|         | 7/8/2025   | CT & T CONCRETE PAVING INC    |                 | ROAD MAINTENANCE SERVICES (AS<br>NEEDED WORK063025)   | 100655 | 55512              | \$3,910.52         |
|         |            |                               |                 |                                                       |        | <b>CHECK TOTAL</b> | <b>\$87,617.64</b> |
| 15951   | 7/8/2025   | DAPEER ROSENBLIT & LITVAK LLP |                 | CODE ENFC CITY PROSECUTOR - JAN<br>2025               | 100120 | 54024              | \$740.00           |
|         | 7/8/2025   | DAPEER ROSENBLIT & LITVAK LLP |                 | CODE ENFC CITY PROSECUTOR - FEB<br>2025               | 100120 | 54024              | \$720.00           |
|         | 7/8/2025   | DAPEER ROSENBLIT & LITVAK LLP |                 | CODE ENFC CITY PROSECUTOR 24311<br>KNOLL-FEB 2025     | 100120 | 54024              | \$700.50           |
|         | 7/8/2025   | DAPEER ROSENBLIT & LITVAK LLP |                 | CODE ENFC CITY PROSECUTOR 23836<br>TWIN PINES-FEB 25  | 100120 | 54024              | \$393.34           |
|         | 7/8/2025   | DAPEER ROSENBLIT & LITVAK LLP |                 | CODE ENFC CITY PROSECUTOR 23836<br>TWIN PINES-MAR 25  | 100120 | 54024              | \$3,975.00         |
|         | 7/8/2025   | DAPEER ROSENBLIT & LITVAK LLP |                 | CODE ENFC CITY PROSECUTOR-APRIL<br>2025               | 100120 | 54024              | \$205.70           |
|         | 7/8/2025   | DAPEER ROSENBLIT & LITVAK LLP |                 | CODE ENFC CITY PROSECUTOR 24311<br>KNOLL-APR 2025     | 100120 | 54024              | \$149.70           |
|         | 7/8/2025   | DAPEER ROSENBLIT & LITVAK LLP |                 | CODE ENFC CITY PROSECUTOR 23836<br>TWIN PINES-APR 25  | 100120 | 54024              | \$3,304.47         |
|         | 7/8/2025   | DAPEER ROSENBLIT & LITVAK LLP |                 | CODE ENFC CITY PROSECUTOR-MAY<br>2025                 | 100120 | 54024              | \$820.00           |
|         | 7/8/2025   | DAPEER ROSENBLIT & LITVAK LLP |                 | CODE ENFC CITY PROSECUTOR 24311<br>KNOLL-MAY 25       | 100120 | 54024              | \$105.29           |
|         | 7/8/2025   | DAPEER ROSENBLIT & LITVAK LLP |                 | CODE ENFC CITY PROSECUTOR 23836<br>TWIN PINES-MAY 25  | 100120 | 54024              | \$7,475.00         |
|         |            |                               |                 |                                                       |        | <b>CHECK TOTAL</b> | <b>\$18,589.00</b> |

# City of Diamond Bar Check Register

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| CHECK # | CHECK DATE | VENDOR NAME                    | OTP VENDOR NAME | INVOICE DESCRIPTION                       | ORG    | OBJECT             | AMOUNT                        |
|---------|------------|--------------------------------|-----------------|-------------------------------------------|--------|--------------------|-------------------------------|
| 15952   | 7/8/2025   | DAVID EVANS AND ASSOCIATES INC |                 | LANDSCAPE PLAN CHECKING SERVICES-MAY 2025 | 100    | 22107              | \$360.60                      |
|         | 7/8/2025   | DAVID EVANS AND ASSOCIATES INC |                 | LANDSCAPE PLAN CHECKING SERVICES-MAY 2025 | 100    | 22107              | \$618.30                      |
|         | 7/8/2025   | DAVID EVANS AND ASSOCIATES INC |                 | LANDSCAPE PLAN CHECKING SERVICES-MAY 2025 | 100    | 22107              | \$1,143.90                    |
|         |            |                                |                 |                                           |        | <b>CHECK TOTAL</b> | <b>\$2,122.80</b>             |
| 15953   | 7/8/2025   | DDS LEARNING SYSTEMS INC       |                 | INSTRUCTOR PAYMENT - LEARNING - SUM 25    | 100520 | 55320              | \$324.00                      |
|         |            |                                |                 |                                           |        |                    | <b>CHECK TOTAL \$324.00</b>   |
| 15954   | 7/8/2025   | DEANE HOMES SWIM CLUB          |                 | DAY CAMP POOL EXCURSION FOR JUNE 2025     | 100520 | 53520              | \$1,485.00                    |
|         |            |                                |                 |                                           |        |                    | <b>CHECK TOTAL \$1,485.00</b> |
| 15955   | 7/8/2025   | DELTA DENTAL                   |                 | HMO DENTAL INSURANCE PREMIUM JULY 2025    | 206    | 21105              | \$0.96                        |
|         | 7/8/2025   | DELTA DENTAL                   |                 | HMO DENTAL INSURANCE PREMIUM JULY 2025    | 207    | 21105              | \$0.96                        |
|         | 7/8/2025   | DELTA DENTAL                   |                 | HMO DENTAL INSURANCE PREMIUM JULY 2025    | 201    | 21105              | \$1.61                        |
|         | 7/8/2025   | DELTA DENTAL                   |                 | HMO DENTAL INSURANCE PREMIUM JULY 2025    | 250    | 21105              | \$36.36                       |
|         | 7/8/2025   | DELTA DENTAL                   |                 | HMO DENTAL INSURANCE PREMIUM JULY 2025    | 100    | 21105              | \$123.75                      |
|         |            |                                |                 |                                           |        | <b>CHECK TOTAL</b> | <b>\$163.64</b>               |
| 15956   | 7/8/2025   | DELTA DENTAL INSURANCE COMPANY |                 | PPO DENTAL INSURANCE PREMIUM JULY 2025    | 204    | 21105              | \$8.23                        |
|         | 7/8/2025   | DELTA DENTAL INSURANCE COMPANY |                 | PPO DENTAL INSURANCE PREMIUM JULY 2025    | 203    | 21105              | \$14.39                       |
|         | 7/8/2025   | DELTA DENTAL INSURANCE COMPANY |                 | PPO DENTAL INSURANCE PREMIUM JULY 2025    | 239    | 21105              | \$21.30                       |
|         | 7/8/2025   | DELTA DENTAL INSURANCE COMPANY |                 | PPO DENTAL INSURANCE PREMIUM JULY 2025    | 241    | 21105              | \$21.30                       |
|         | 7/8/2025   | DELTA DENTAL INSURANCE COMPANY |                 | PPO DENTAL INSURANCE PREMIUM JULY 2025    | 238    | 21105              | \$35.92                       |
|         | 7/8/2025   | DELTA DENTAL INSURANCE COMPANY |                 | PPO DENTAL INSURANCE PREMIUM JULY 2025    | 201    | 21105              | \$64.93                       |
|         | 7/8/2025   | DELTA DENTAL INSURANCE COMPANY |                 | PPO DENTAL INSURANCE PREMIUM JULY 2025    | 207    | 21105              | \$108.16                      |

# City of Diamond Bar Check Register

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| CHECK # | CHECK DATE | VENDOR NAME                    | OTP VENDOR NAME | INVOICE DESCRIPTION                          | ORG    | OBJECT             | AMOUNT             |
|---------|------------|--------------------------------|-----------------|----------------------------------------------|--------|--------------------|--------------------|
|         | 7/8/2025   | DELTA DENTAL INSURANCE COMPANY |                 | PPO DENTAL INSURANCE PREMIUM JULY 2025       | 250    | 21105              | \$215.78           |
|         | 7/8/2025   | DELTA DENTAL INSURANCE COMPANY |                 | PPO DENTAL INSURANCE PREMIUM JULY 2025       | 206    | 21105              | \$229.38           |
|         | 7/8/2025   | DELTA DENTAL INSURANCE COMPANY |                 | PPO DENTAL INSURANCE PREMIUM JULY 2025       | 100    | 21105              | \$5,025.06         |
|         |            |                                |                 |                                              |        | <b>CHECK TOTAL</b> | <b>\$5,744.45</b>  |
| 15957   | 7/8/2025   | DIANA CHO & ASSOCIATES         |                 | CDBG CONSULTANT - AREA 5 ADA CURB RAMP ADMIN | 225610 | 56101              | \$595.00           |
|         | 7/8/2025   | DIANA CHO & ASSOCIATES         |                 | CDBG-SNR. SVCS ADMIN COSTS                   | 225440 | 54900              | \$124.75           |
|         | 7/8/2025   | DIANA CHO & ASSOCIATES         |                 | CDBG CONSULTANT - AREA 5 ADA CURB RAMP ADMIN | 225610 | 56101              | \$765.00           |
|         |            |                                |                 |                                              |        | <b>CHECK TOTAL</b> | <b>\$1,484.75</b>  |
| 15958   | 7/8/2025   | DUNN EDWARDS CORPORATION       |                 | CITYHALL MAINT SUPPLIES                      | 100620 | 52320              | \$218.15           |
|         |            |                                |                 |                                              |        | <b>CHECK TOTAL</b> | <b>\$218.15</b>    |
| 15959   | 7/8/2025   | DURHAM SCHOOL SERVICES LP      |                 | BUS FOR DAY CAMP EXCURSION ON 6.17.2025      | 206520 | 55315              | \$484.66           |
|         | 7/8/2025   | DURHAM SCHOOL SERVICES LP      |                 | BUS FOR DAY CAMP EXCURSION ON 6.19.2025      | 206520 | 55315              | \$452.35           |
|         | 7/8/2025   | DURHAM SCHOOL SERVICES LP      |                 | BUS FOR DAY CAMP EXCURSION ON 6.24.2025      | 206520 | 55315              | \$484.66           |
|         | 7/8/2025   | DURHAM SCHOOL SERVICES LP      |                 | BUS FOR DAY CAMP EXCURSION ON 6.26.25        | 206520 | 55315              | \$452.35           |
|         |            |                                |                 |                                              |        | <b>CHECK TOTAL</b> | <b>\$1,874.02</b>  |
| 15960   | 7/8/2025   | EXTERIOR PRODUCTS CORP         |                 | MAINTENANCE & OPERATION SUPPLIES/SERVICES    | 100620 | 51200              | \$101.09           |
|         | 7/8/2025   | EXTERIOR PRODUCTS CORP         |                 | MAINTENANCE & OPERATION SUPPLIES/SERVICES    | 100620 | 52320              | \$107.83           |
|         | 7/8/2025   | EXTERIOR PRODUCTS CORP         |                 | MAINTENANCE & OPERATION SUPPLIES/SERVICES    | 100630 | 52320              | \$327.20           |
|         |            |                                |                 |                                              |        | <b>CHECK TOTAL</b> | <b>\$536.12</b>    |
| 15961   | 7/8/2025   | FCG CONSULTANTS INC            |                 | INTERIM SERVICES 5/1/25 - 5/31/25            | 100610 | 54400              | \$15,916.08        |
|         |            |                                |                 |                                              |        | <b>CHECK TOTAL</b> | <b>\$15,916.08</b> |
| 15962   | 7/8/2025   | FIDUCIARY EXPERTS LLC          |                 | FIDUCIARY OVERSIGHT QUARTERLY FEE            | 100220 | 54900              | \$2,000.00         |
|         |            |                                |                 |                                              |        | <b>CHECK TOTAL</b> | <b>\$2,000.00</b>  |

# City of Diamond Bar Check Register

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| CHECK #            | CHECK DATE | VENDOR NAME                        | OTP VENDOR NAME | INVOICE DESCRIPTION                         | ORG    | OBJECT | AMOUNT              |
|--------------------|------------|------------------------------------|-----------------|---------------------------------------------|--------|--------|---------------------|
| 15963              | 7/8/2025   | FRANCHISE TAX BOARD                |                 | W/H ORDER TAX YEAR 2022 211-07145-51        | 250    | 23199  | \$121.85            |
|                    | 7/8/2025   | FRANCHISE TAX BOARD                |                 | W/H ORDER TAX YEAR 2022 211-07145-51        | 100    | 23199  | \$690.47            |
| <b>CHECK TOTAL</b> |            |                                    |                 |                                             |        |        | <b>\$812.32</b>     |
| 15964              | 7/8/2025   | GATEWAY CORP CENTER ASSOC          |                 | ASSOC DUES 06/2025 - BALANCE DUE            | 100620 | 52400  | \$274.42            |
| <b>CHECK TOTAL</b> |            |                                    |                 |                                             |        |        | <b>\$274.42</b>     |
| 15965              | 7/8/2025   | GATEWAY WATER MANAGEMENT AUTHORITY |                 | HARBOR TOXIC UPSTREAM ADMIN COST - FY 24/25 | 201610 | 54200  | \$5,384.64          |
| <b>CHECK TOTAL</b> |            |                                    |                 |                                             |        |        | <b>\$5,384.64</b>   |
| 15966              | 7/8/2025   | GERALDINE KELLER                   |                 | INSTRUCTOR PAYMENT - CULINARY - SUM 25      | 100520 | 55320  | \$18.00             |
| <b>CHECK TOTAL</b> |            |                                    |                 |                                             |        |        | <b>\$18.00</b>      |
| 15967              | 7/8/2025   | GOTO COMMUNICATIONS INC            |                 | CITYWIDE PHONE SERVICE - JUL 2025           | 100230 | 52200  | \$3,101.36          |
| <b>CHECK TOTAL</b> |            |                                    |                 |                                             |        |        | <b>\$3,101.36</b>   |
| 15968              | 7/8/2025   | GOVCONNECTION INC                  |                 | PURCHASE OF HPE NETWORK SERVERS (4)         | 206650 | 56130  | \$18,580.80         |
|                    | 7/8/2025   | GOVCONNECTION INC                  |                 | PURCHASE OF HPE NETWORK SERVERS (4)         | 503230 | 56130  | \$55,742.41         |
|                    | 7/8/2025   | GOVCONNECTION INC                  |                 | PURCHASE OF HPE NETWORK SERVERS (2)         | 503230 | 56130  | \$49,170.33         |
| <b>CHECK TOTAL</b> |            |                                    |                 |                                             |        |        | <b>\$123,493.54</b> |
| 15969              | 7/8/2025   | WOODS MAINTENANCE SERVICES INC     |                 | GRAFFITI CONTROL - JUNE 2025                | 100430 | 55540  | \$3,075.00          |
| <b>CHECK TOTAL</b> |            |                                    |                 |                                             |        |        | <b>\$3,075.00</b>   |
| 15970              | 7/8/2025   | H & L CHARTER CO INC               |                 | SENIOR EXCURSION 24/25                      | 206520 | 55310  | \$1,300.00          |
|                    | 7/8/2025   | H & L CHARTER CO INC               |                 | CHARTER CANCELLATION, 24/25                 | 206520 | 55310  | \$500.00            |
| <b>CHECK TOTAL</b> |            |                                    |                 |                                             |        |        | <b>\$1,800.00</b>   |
| 15971              | 7/8/2025   | HAILE BLACKMAN                     |                 | BAND PERFORMANCE ON 7.9.25                  | 100520 | 55300  | \$2,000.00          |
| <b>CHECK TOTAL</b> |            |                                    |                 |                                             |        |        | <b>\$2,000.00</b>   |
| 15972              | 7/8/2025   | HANSON BRIDGETT LLP                |                 | LEGAL SERVICES - SEWER DISTRICT             | 100120 | 54022  | \$16,290.00         |
| <b>CHECK TOTAL</b> |            |                                    |                 |                                             |        |        | <b>\$16,290.00</b>  |
| 15973              | 7/8/2025   | HARRIS COMPUTER SYSTEMS            |                 | ANNUAL SOFTWARE MAINT - CITYVIEW FY 25/26   | 100230 | 52314  | \$39,104.99         |

# City of Diamond Bar Check Register

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| CHECK # | CHECK DATE | VENDOR NAME                   | OTP VENDOR NAME | INVOICE DESCRIPTION                              | ORG    | OBJECT             | AMOUNT             |
|---------|------------|-------------------------------|-----------------|--------------------------------------------------|--------|--------------------|--------------------|
|         |            |                               |                 |                                                  |        | <b>CHECK TOTAL</b> | <b>\$39,104.99</b> |
| 15974   | 7/8/2025   | HODGMAN ENTERPRISES           |                 | PRINTING AND MAILING OF JULY NEWSLETTER (JUNE)   | 100240 | 52110              | \$3,952.12         |
|         |            |                               |                 |                                                  |        | <b>CHECK TOTAL</b> | <b>\$3,952.12</b>  |
| 15975   | 7/8/2025   | HOME DEPOT CREDIT SERVICES    |                 | PARK SUPPLIES (GC 061125)                        | 100630 | 51200              | \$101.23           |
|         | 7/8/2025   | HOME DEPOT CREDIT SERVICES    |                 | CITYHALL MAINT SUPPLIES (JK 061225)              | 100620 | 52320              | \$292.14           |
|         | 7/8/2025   | HOME DEPOT CREDIT SERVICES    |                 | PANTERA PARK OP SUPPLIES (CG062625)              | 100620 | 51200              | \$236.14           |
|         |            |                               |                 |                                                  |        | <b>CHECK TOTAL</b> | <b>\$629.51</b>    |
| 15976   | 7/8/2025   | HOPSCOTCH PRESS INC           |                 | 25/26 ONLINE STOREFRONT FOR DBC - PAYMENT 2 OF 2 | 100510 | 52160              | \$2,700.00         |
|         |            |                               |                 |                                                  |        | <b>CHECK TOTAL</b> | <b>\$2,700.00</b>  |
| 15977   | 7/8/2025   | HR GREEN PACIFIC INC          |                 | PLAN CHECKS - LAND DEVELOPMENT - THRU 5/30/25    | 100    | 22109              | \$169.50           |
|         | 7/8/2025   | HR GREEN PACIFIC INC          |                 | PLAN CHECKS - LAND DEVELOPMENT - THRU 5/30/25    | 100    | 22109              | \$916.00           |
|         |            |                               |                 |                                                  |        | <b>CHECK TOTAL</b> | <b>\$1,085.50</b>  |
| 15978   | 7/8/2025   | INTERIOR OFFICE SOLUTIONS INC |                 | DBC OFFICE FURNITURE                             | 504510 | 56100              | \$2,514.82         |
|         |            |                               |                 |                                                  |        | <b>CHECK TOTAL</b> | <b>\$2,514.82</b>  |
| 15979   | 7/8/2025   | JAMES EVENT PRODUCTION INC    |                 | ENTERTAINMENT FOR PATRIOTIC CONCERT 7.2.25       | 100520 | 55300              | \$2,970.00         |
|         | 7/8/2025   | JAMES EVENT PRODUCTION INC    |                 | ENTERTAINMENT FOR SUMMER DAY CAMP ON 6.27.25     | 100520 | 55300              | \$850.00           |
|         |            |                               |                 |                                                  |        | <b>CHECK TOTAL</b> | <b>\$3,820.00</b>  |
| 15980   | 7/8/2025   | JAMES SEARING                 |                 | BAND PERFORMANCE ON 7.2.25                       | 100520 | 55300              | \$2,500.00         |
|         |            |                               |                 |                                                  |        | <b>CHECK TOTAL</b> | <b>\$2,500.00</b>  |
| 15981   | 7/8/2025   | JCL TRAFFIC SERVICES          |                 | ROAD MAINTENANCE SUPPLIES (JG062025)             | 100655 | 51250              | \$3,152.78         |
|         |            |                               |                 |                                                  |        | <b>CHECK TOTAL</b> | <b>\$3,152.78</b>  |
| 15982   | 7/8/2025   | JTF BUSINESS SYSTEMS          |                 | PURCHASE OF HP PLOTTER                           | 503230 | 56130              | \$25,361.73        |
|         |            |                               |                 |                                                  |        | <b>CHECK TOTAL</b> | <b>\$25,361.73</b> |
| 15983   | 7/8/2025   | JUCCHOU CORP                  |                 | INSTRUCTOR PAYMENT - GOLF - SUM 25               | 100520 | 55320              | \$1,800.00         |
|         |            |                               |                 |                                                  |        | <b>CHECK TOTAL</b> | <b>\$1,800.00</b>  |

# City of Diamond Bar Check Register

5.2.b

| CHECK #     | CHECK DATE | VENDOR NAME                                | OTP VENDOR NAME | INVOICE DESCRIPTION                                   | ORG    | OBJECT | AMOUNT      |
|-------------|------------|--------------------------------------------|-----------------|-------------------------------------------------------|--------|--------|-------------|
| 15984       | 7/8/2025   | KENS HARDWARE                              |                 | ROAD MAINTENANCE SUPPLIES<br>(JF061825)               | 100655 | 51200  | \$9.43      |
| CHECK TOTAL |            |                                            |                 |                                                       |        |        | \$9.43      |
| 15985       | 7/8/2025   | KEPT COMPANIES INC                         |                 | FLEET WASHING SERVICE (062725)                        | 502430 | 52312  | \$25.00     |
|             | 7/8/2025   | KEPT COMPANIES INC                         |                 | FLEET WASHING SERVICE (062725)                        | 502655 | 52312  | \$25.00     |
|             | 7/8/2025   | KEPT COMPANIES INC                         |                 | FLEET WASHING SERVICE (062725)                        | 502620 | 52312  | \$75.00     |
| CHECK TOTAL |            |                                            |                 |                                                       |        |        | \$125.00    |
| 15986       | 7/8/2025   | KIMBERLY DOWNEY ESMOND                     |                 | CONTRACT CLASS INSTRUCTOR - SOCA<br>ARTS              | 100520 | 55320  | \$1,869.00  |
| CHECK TOTAL |            |                                            |                 |                                                       |        |        | \$1,869.00  |
| 15987       | 7/8/2025   | LOCAL AGENCY ENGINEERING<br>ASSOCIATES INC |                 | PS/ON-CALL ENGR/VARIOUS PROJECTS<br>- 4/1/25-6/30/25  | 207615 | 54400  | \$1,775.00  |
| CHECK TOTAL |            |                                            |                 |                                                       |        |        | \$1,775.00  |
| 15988       | 7/8/2025   | LOS ANGELES COUNTY PUBLIC<br>WORKS         |                 | INDUSTRIAL WASTE SERVICES - MAY 2025                  | 100610 | 55550  | \$6,448.98  |
| CHECK TOTAL |            |                                            |                 |                                                       |        |        | \$6,448.98  |
| 15989       | 7/8/2025   | LOS ANGELES COUNTY PUBLIC<br>WORKS         |                 | PERMIT - FCDP2024000181                               | 301610 | 56105  | \$2,098.00  |
| CHECK TOTAL |            |                                            |                 |                                                       |        |        | \$2,098.00  |
| 15990       | 7/8/2025   | LOS ANGELES COUNTY SHERIFF'S<br>DEPT       |                 | FY2024-25 LA COUNTY SHERIFF BURG<br>SUPPRESSION 01/25 | 100310 | 55402  | \$36.18     |
|             | 7/8/2025   | LOS ANGELES COUNTY SHERIFF'S<br>DEPT       |                 | FY2024-25 LA COUNTY SHERIFF CAV<br>CHAPEL 2/25        | 100310 | 55402  | \$23.82     |
| CHECK TOTAL |            |                                            |                 |                                                       |        |        | \$60.00     |
| 15991       | 7/8/2025   | LOWE'S BUSINESS ACCOUNT                    |                 | OPERATING SUPPLIES                                    | 100630 | 51200  | \$99.41     |
|             | 7/8/2025   | LOWE'S BUSINESS ACCOUNT                    |                 | MAINTENANCE & OPERATION<br>SUPPLIES/CIVIC CENTER JK06 | 100620 | 51200  | \$71.37     |
| CHECK TOTAL |            |                                            |                 |                                                       |        |        | \$170.78    |
| 15992       | 7/8/2025   | MARY BASHFORD                              |                 | C-PLHA HIP CONTRACTOR 22700<br>LAKEWAY#336            | 224440 | 54900  | \$15,314.00 |
|             | 7/8/2025   | MARY BASHFORD                              |                 | C-PLHA HIP CONTRACTOR 24121 HIGH<br>KNOB RD UNIT G    | 224440 | 54900  | \$11,534.00 |
|             | 7/8/2025   | MARY BASHFORD                              |                 | C-PLHA HIP CONTRACTOR 24121 HIGH<br>KNOB RD UNIT G    | 224440 | 54900  | \$1,282.00  |
| CHECK TOTAL |            |                                            |                 |                                                       |        |        | \$28,130.00 |

# City of Diamond Bar Check Register

5.2.b

| CHECK #     | CHECK DATE | VENDOR NAME                               | OTP VENDOR NAME | INVOICE DESCRIPTION                              | ORG    | OBJECT | AMOUNT     |
|-------------|------------|-------------------------------------------|-----------------|--------------------------------------------------|--------|--------|------------|
| 15993       | 7/8/2025   | MCE CORPORATION                           |                 | LANDSCAPE MAINTENANCE (LLAD38-PONYFIELDS)        | 238638 | 55524  | \$1,680.00 |
|             | 7/8/2025   | MCE CORPORATION                           |                 | LANDSCAPE MAINTENANCE (LLAD41/BACKFLOW INSTALL)) | 241641 | 52320  | \$2,194.00 |
| CHECK TOTAL |            |                                           |                 |                                                  |        |        | \$3,874.00 |
| 15994       | 7/8/2025   | MICHAEL BAKER INTERNATIONAL INC           |                 | CANYON LOOP TRAIL -HMMP PROJECT MANAGER          | 301630 | 56104  | \$247.50   |
| CHECK TOTAL |            |                                           |                 |                                                  |        |        | \$247.50   |
| 15995       | 7/8/2025   | MICHAEL HEIL                              |                 | BAND PERFORMANCE ON 6.25.25                      | 100520 | 55300  | \$2,000.00 |
| CHECK TOTAL |            |                                           |                 |                                                  |        |        | \$2,000.00 |
| 15996       | 7/8/2025   | MITHRIL ENTERPRISES                       |                 | FY2024-25 AED ZOLL DEVICE AND WALL CABINET       | 100350 | 52310  | \$3,248.24 |
| CHECK TOTAL |            |                                           |                 |                                                  |        |        | \$3,248.24 |
| 15997       | 7/8/2025   | MOBILE RELAY ASSOCIATES INC               |                 | REPEATER SERVICES - JULY 2025                    | 100350 | 52300  | \$78.75    |
| CHECK TOTAL |            |                                           |                 |                                                  |        |        | \$78.75    |
| 15998       | 7/8/2025   | MOTION PICTURE LICENSING CORPORATION      |                 | SENIOR PROGRAM YEARLY MOVIE LICENSE 25/26        | 100520 | 55310  | \$839.00   |
| CHECK TOTAL |            |                                           |                 |                                                  |        |        | \$839.00   |
| 15999       | 7/8/2025   | MULHOLLAND CONSULTING INC                 |                 | DB STEEP CYN EROSION CONTROL- APR 2024           | 301610 | 56105  | \$3,422.70 |
|             | 7/8/2025   | MULHOLLAND CONSULTING INC                 |                 | DB STEEP CYN EROSION CONTROL- JUL 2024           | 301610 | 56105  | \$204.00   |
| CHECK TOTAL |            |                                           |                 |                                                  |        |        | \$3,626.70 |
| 16000       | 7/8/2025   | NATIONAL TRENCH SAFETY INC                |                 | RENTAL EQUIP (KRAIL 062425-072125)               | 100655 | 51250  | \$607.35   |
| CHECK TOTAL |            |                                           |                 |                                                  |        |        | \$607.35   |
| 16001       | 7/8/2025   | NCC GROUP (AMERICAS) INC AND SUBSIDIARIES |                 | TYLER ESCROW ACCOUNT - FY 25-26                  | 100230 | 52314  | \$1,065.00 |
| CHECK TOTAL |            |                                           |                 |                                                  |        |        | \$1,065.00 |
| 16002       | 7/8/2025   | NEOGOV                                    |                 | ANNUAL RENEWAL - INSIGHT SUBSCRIPTION - FY 25-26 | 100230 | 52314  | \$5,517.58 |
| CHECK TOTAL |            |                                           |                 |                                                  |        |        | \$5,517.58 |
| 16003       | 7/8/2025   | OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA |                 | PRE-EMPLOYMENT PHYSICAL FEES                     | 100220 | 52510  | \$602.00   |
|             | 7/8/2025   | OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA |                 | PRE-EMPLOYMENT PHYSICAL FEES                     | 100220 | 52510  | \$602.00   |



# City of Diamond Bar Check Register

5.2.b

| CHECK # | CHECK DATE | VENDOR NAME                      | OTP VENDOR NAME | INVOICE DESCRIPTION                                | ORG    | OBJECT             | AMOUNT             |
|---------|------------|----------------------------------|-----------------|----------------------------------------------------|--------|--------------------|--------------------|
|         |            |                                  |                 |                                                    |        | <b>CHECK TOTAL</b> | <b>\$1,204.00</b>  |
| 16004   | 7/8/2025   | ONE TIME PAY VENDOR              | JAVIER MENDOZA  | REFUND-PL2200023 20948 MOONLAKE ST                 | 100    | 22107              | \$1,273.77         |
|         |            |                                  |                 |                                                    |        | <b>CHECK TOTAL</b> | <b>\$1,273.77</b>  |
| 16005   | 7/8/2025   | ONE TIME PAY VENDOR              | LUPE SOTOMAYOR  | REIMB - STAFF STANDING DESKS (6)                   | 100210 | 51200              | \$1,197.85         |
|         |            |                                  |                 |                                                    |        | <b>CHECK TOTAL</b> | <b>\$1,197.85</b>  |
| 16006   | 7/8/2025   | ONE TIME PAY VENDOR              | REBECCA SIU     | REIMB-POSTAGE                                      | 100140 | 52170              | \$10.10            |
|         |            |                                  |                 |                                                    |        | <b>CHECK TOTAL</b> | <b>\$10.10</b>     |
| 16007   | 7/8/2025   | OOTWI INC                        |                 | DAY CAMP ENTERTAINMENT JULY 9 2025                 | 100520 | 55315              | \$595.00           |
|         |            |                                  |                 |                                                    |        | <b>CHECK TOTAL</b> | <b>\$595.00</b>    |
| 16008   | 7/8/2025   | OPENGOV INC                      |                 | ANNUAL RENEWAL - FY25-26                           | 100230 | 52314              | \$22,450.00        |
|         |            |                                  |                 |                                                    |        | <b>CHECK TOTAL</b> | <b>\$22,450.00</b> |
| 16009   | 7/8/2025   | PLANETBIDS INC                   |                 | ANNUAL RENEWAL/PLANETBIDS - FY 24-25               | 100230 | 52314              | \$9,165.10         |
|         |            |                                  |                 |                                                    |        | <b>CHECK TOTAL</b> | <b>\$9,165.10</b>  |
| 16010   | 7/8/2025   | PRO1PRINT, LLC                   |                 | PRINTING OF STREET SIGN GIVEAWAY DIRECTIONAL SIGNS | 100240 | 52110              | \$118.53           |
|         |            |                                  |                 |                                                    |        | <b>CHECK TOTAL</b> | <b>\$118.53</b>    |
| 16011   | 7/8/2025   | REACH SPORTS MARKETING GROUP INC |                 | ANNUAL RENEWAL - FY 25-26                          | 100230 | 52314              | \$2,500.00         |
|         |            |                                  |                 |                                                    |        | <b>CHECK TOTAL</b> | <b>\$2,500.00</b>  |
| 16012   | 7/8/2025   | REPUBLIC PAVEMENT MAINTENANCE    |                 | ROAD MAINTENANCE (AMBUSHERS&PASADO) JUNE           | 100655 | 55512              | \$4,950.00         |
|         |            |                                  |                 |                                                    |        | <b>CHECK TOTAL</b> | <b>\$4,950.00</b>  |
| 16013   | 7/8/2025   | RKA CONSULTING GROUP             |                 | HERITAGE PARK IMPROVEMENTS/DESIGN-MAR 2025         | 301630 | 56104              | \$825.00           |
|         | 7/8/2025   | RKA CONSULTING GROUP             |                 | BUILDING AND SAFETY DB - MAY 2025                  | 100420 | 55100              | \$64,785.30        |
|         |            |                                  |                 |                                                    |        | <b>CHECK TOTAL</b> | <b>\$65,610.30</b> |
| 16014   | 7/8/2025   | S C SIGNS AND SUPPLIES LLC       |                 | ROAD MAINTENANCE SUPPLIES                          | 100655 | 51200              | \$840.00           |
|         |            |                                  |                 |                                                    |        | <b>CHECK TOTAL</b> | <b>\$840.00</b>    |
| 16015   | 7/8/2025   | S&S WORLDWIDE, INC               |                 | DAY CAMP SUPPLIES                                  | 100520 | 51200              | \$72.20            |
|         | 7/8/2025   | S&S WORLDWIDE, INC               |                 | DAY CAMP SUPPLIES                                  | 100520 | 51200              | \$673.80           |

# City of Diamond Bar Check Register

5.2.b

| CHECK #     | CHECK DATE  | VENDOR NAME                               | OTP VENDOR NAME | INVOICE DESCRIPTION                               | ORG    | OBJECT | AMOUNT       |
|-------------|-------------|-------------------------------------------|-----------------|---------------------------------------------------|--------|--------|--------------|
| 16016       | 7/8/2025    | S&S WORLDWIDE, INC                        |                 | DAY CAMP SUPPLIES                                 | 100520 | 51200  | \$89.76      |
|             | 7/8/2025    | S&S WORLDWIDE, INC                        |                 | CONCERTS IN THE PARK SUPPLIES                     | 100520 | 51200  | \$171.19     |
|             | 7/8/2025    | S&S WORLDWIDE, INC                        |                 | DAY CAMP AND CONCERTS SUPPLIES                    | 100520 | 51200  | \$1,236.12   |
|             | CHECK TOTAL |                                           |                 |                                                   |        |        | \$2,243.07   |
|             | 7/8/2025    | SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS |                 | ANNL MEMBERSHIP DUES - FY 25/26                   | 100130 | 52400  | \$7,685.70   |
| 16017       | 7/8/2025    | SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS |                 | ANNL MEMBERSHIP DUES - FY 25/26                   | 206650 | 52400  | \$20,000.00  |
|             | CHECK TOTAL |                                           |                 |                                                   |        |        | \$27,685.70  |
| 16018       | 7/8/2025    | SITEREP CONSTRUCTION SERVICES INC         |                 | MAPLE HILL PARK IMPROVEMENTS PAYMENT#6            | 301630 | 56104  | \$121,698.75 |
|             | 7/8/2025    | SITEREP CONSTRUCTION SERVICES INC         |                 | PANTERA PARK HARD COURT REHAB (PROGRESS PYMT#1)   | 301630 | 56104  | \$254,467.60 |
| CHECK TOTAL |             |                                           |                 |                                                   |        |        | \$376,166.35 |
| 16019       | 7/8/2025    | STAY GREEN INC                            |                 | LANDSCAPE MAINTENANCE (CITY HALL/JUNE2025)        | 100620 | 52320  | \$1,190.00   |
|             | CHECK TOTAL |                                           |                 |                                                   |        |        | \$1,190.00   |
| 16020       | 7/8/2025    | STONE THROW                               |                 | MOVIE SCREEN SERVICES AND POWER RENTAL - JUNE     | 100520 | 55300  | \$7,425.00   |
|             | CHECK TOTAL |                                           |                 |                                                   |        |        | \$7,425.00   |
| 16021       | 7/8/2025    | TASC                                      |                 | FSA FEES - JUNE                                   | 100220 | 52515  | \$163.80     |
|             | CHECK TOTAL |                                           |                 |                                                   |        |        | \$163.80     |
| 16022       | 7/8/2025    | TIMOTHY D BOWEN                           |                 | INSTRUCTOR PAYMENT - STEM - SUM 25                | 100520 | 55320  | \$1,260.00   |
|             | CHECK TOTAL |                                           |                 |                                                   |        |        | \$1,260.00   |
| 16023       | 7/8/2025    | TRANE SERVICE GROUP INC                   |                 | MECHANICAL, BAS & BUILDING SERVICES (062725)      | 100510 | 52310  | \$144.00     |
|             | 7/8/2025    | TRANE SERVICE GROUP INC                   |                 | MECHANICAL, BAS & BUILDING SERVICES (062725)      | 100620 | 52320  | \$3,498.00   |
| CHECK TOTAL |             |                                           |                 |                                                   |        |        | \$3,642.00   |
| 16024       | 7/8/2025    | TRES HERMANOS CONSERVATION AUTHORITY JPA  |                 | ANNUAL SHARE COST OF MAINTENANCE OF GROUNDS 25-26 | 248630 | 52320  | \$78,920.00  |
|             | CHECK TOTAL |                                           |                 |                                                   |        |        | \$78,920.00  |
| 16025       | 7/8/2025    | TRIANGLE SPORTS INC                       |                 | YOUTH BASKETBALL MEDALS                           | 100520 | 51200  | \$1,149.75   |
|             | 7/8/2025    | TRIANGLE SPORTS INC                       |                 | DAY CAMP SUPPLIES                                 | 100520 | 51200  | \$789.18     |

# City of Diamond Bar Check Register

5.2.b

| CHECK # | CHECK DATE | VENDOR NAME                            | OTP VENDOR NAME | INVOICE DESCRIPTION                                | ORG    | OBJECT             | AMOUNT             |
|---------|------------|----------------------------------------|-----------------|----------------------------------------------------|--------|--------------------|--------------------|
|         | 7/8/2025   | TRIANGLE SPORTS INC                    |                 | DAY CAMP SUPPLIES                                  | 100520 | 51200              | \$472.22           |
|         |            |                                        |                 |                                                    |        | <b>CHECK TOTAL</b> | <b>\$2,361.10</b>  |
| 16025   | 7/8/2025   | TUMBLE-N-KIDS INC                      |                 | INSTRUCTOR PAYMENT - GYMNASTICS - SUM 25           | 100520 | 55320              | \$2,262.60         |
|         |            |                                        |                 |                                                    |        | <b>CHECK TOTAL</b> | <b>\$2,262.60</b>  |
| 16026   | 7/8/2025   | TYLER TECHNOLOGIES INC                 |                 | ELM PROJECT MGMT HOURS - 6/10/25-6/12/25           | 503230 | 56135              | \$5,600.00         |
|         | 7/8/2025   | TYLER TECHNOLOGIES INC                 |                 | ANNUAL MAINT - MUNIS SUPPORT/UPDATES - FY 25-26    | 100230 | 52314              | \$63,058.94        |
|         |            |                                        |                 |                                                    |        | <b>CHECK TOTAL</b> | <b>\$68,658.94</b> |
| 16027   | 7/8/2025   | ULINE INC                              |                 | RECREATION AND HERITAGE SUPPLIES                   | 100520 | 51200              | \$333.87           |
|         | 7/8/2025   | ULINE INC                              |                 | RECREATION, DAY CAMP AND SPECIAL EVENT SUPPLIES    | 100520 | 51200              | \$1,438.79         |
|         | 7/8/2025   | ULINE INC                              |                 | RECREATION SUPPLIES                                | 100520 | 51200              | \$496.20           |
|         | 7/8/2025   | ULINE INC                              |                 | RECREATION SUPPLIES                                | 100520 | 51200              | \$173.46           |
|         |            |                                        |                 |                                                    |        | <b>CHECK TOTAL</b> | <b>\$2,442.32</b>  |
| 16028   | 7/8/2025   | UNITED SITE SERVICES OF CALIFORNIA INC |                 | RESTROOM AND SINK RENTAL FOR CONCERTS - JUNE       | 100520 | 55300              | \$3,062.03         |
|         | 7/8/2025   | UNITED SITE SERVICES OF CALIFORNIA INC |                 | PORTABLE RESTROOM FOR MAPLE HILL PARK - JUNE       | 100520 | 52300              | \$0.00             |
|         | 7/8/2025   | UNITED SITE SERVICES OF CALIFORNIA INC |                 | PORTABLE RESTROOM FOR MAPLE HILL PARK - JUNE       | 100520 | 55300              | \$307.44           |
|         |            |                                        |                 |                                                    |        | <b>CHECK TOTAL</b> | <b>\$3,369.47</b>  |
| 16029   | 7/8/2025   | US BANK                                |                 | PCARD STATEMENT - JUNE 2025                        | 999    | 28100              | \$27,029.33        |
|         |            |                                        |                 |                                                    |        | <b>CHECK TOTAL</b> | <b>\$27,029.33</b> |
| 16030   | 7/8/2025   | US BANK ST PAUL                        |                 | BANK FEE-LEASE REV REFUNDING BONDS FY 25/26        | 401510 | 52255              | \$3,350.00         |
|         |            |                                        |                 |                                                    |        | <b>CHECK TOTAL</b> | <b>\$3,350.00</b>  |
| 16031   | 7/8/2025   | VALLE UNITA WATER POLO CLUB            |                 | CONTRACT CLASS-AQUATICS                            | 100520 | 55320              | \$10,585.80        |
|         |            |                                        |                 |                                                    |        | <b>CHECK TOTAL</b> | <b>\$10,585.80</b> |
| 16032   | 7/8/2025   | VIDIFLO LLC                            |                 | AV & TELE SYSTEM ENGINEERING CONSULTANT - MAY 2025 | 270240 | 55000              | \$500.00           |
|         |            |                                        |                 |                                                    |        | <b>CHECK TOTAL</b> | <b>\$500.00</b>    |

# City of Diamond Bar Check Register

5.2.b

| CHECK # | CHECK DATE | VENDOR NAME                         | OTP VENDOR NAME | INVOICE DESCRIPTION                            | ORG    | OBJECT             | AMOUNT                |
|---------|------------|-------------------------------------|-----------------|------------------------------------------------|--------|--------------------|-----------------------|
| 16033   | 7/8/2025   | VIRAMONTES EXPRESS INC              |                 | COMPOST AND MULCH HAULING SERVICES             | 250170 | 55000              | \$788.22              |
|         | 7/8/2025   | VIRAMONTES EXPRESS INC              |                 | COMPOST AND MULCH                              | 250170 | 55000              | \$1,649.93            |
|         |            |                                     |                 |                                                |        | <b>CHECK TOTAL</b> | <b>\$2,438.15</b>     |
| 16034   | 7/8/2025   | WW GRAINGER INC                     |                 | DBC OPERATING SUPPLIES (JW 062025)             | 100510 | 51200              | \$334.96              |
|         |            |                                     |                 |                                                |        | <b>CHECK TOTAL</b> | <b>\$334.96</b>       |
| 16035   | 7/8/2025   | WARREN ANDERSON FORD                |                 | SHERIFF'S DEPT VOLUNTEERS PATROL FORD MAVERICK | 102310 | 56115              | \$32,267.33           |
|         |            |                                     |                 |                                                |        | <b>CHECK TOTAL</b> | <b>\$32,267.33</b>    |
| 16036   | 7/8/2025   | WAXIE SANITARY SUPPLY               |                 | JANITORIAL SUPPLIES (DBC)                      | 100510 | 51210              | \$571.00              |
|         | 7/8/2025   | WAXIE SANITARY SUPPLY               |                 | JANITORIAL SUPPLIES (DBC)                      | 100510 | 51210              | \$551.81              |
|         | 7/8/2025   | WAXIE SANITARY SUPPLY               |                 | JANITORIAL SUPPLIES                            | 100510 | 51210              | \$207.73              |
|         | 7/8/2025   | WAXIE SANITARY SUPPLY               |                 | JANITORIAL SUPPLIES                            | 100510 | 51210              | \$2,097.28            |
|         |            |                                     |                 |                                                |        | <b>CHECK TOTAL</b> | <b>\$3,427.82</b>     |
| 16037   | 7/8/2025   | WILDLIFE CORRIDOR CONSERVATION AUTH |                 | ANNUAL CONTRIBUTION - FY 25/26                 | 100130 | 52400              | \$500.00              |
|         |            |                                     |                 |                                                |        | <b>CHECK TOTAL</b> | <b>\$500.00</b>       |
| 16038   | 7/8/2025   | WILLDAN GEOTECHNICAL                |                 | BUILDING&SAFETY INTERIM PERMIT TECHNICIAN      | 100420 | 55100              | \$14,960.00           |
|         |            |                                     |                 |                                                |        | <b>CHECK TOTAL</b> | <b>\$14,960.00</b>    |
| 16039   | 7/8/2025   | ZUMAR INDUSTRIES INC                |                 | ROAD MAINTENANCE (RAILING/POSTS)               | 100655 | 51250              | \$4,093.24            |
|         |            |                                     |                 |                                                |        | <b>CHECK TOTAL</b> | <b>\$4,093.24</b>     |
|         |            |                                     |                 |                                                |        | <b>GRAND TOTAL</b> | <b>\$1,484,942.61</b> |

Agenda #: 5.3  
Meeting Date: July 15, 2025



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CITY COUNCIL

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AGENDA REPORT

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TO: Honorable Mayor and Members of the City Council  
FROM: Daniel Fox, City Manager   
TITLE: **TREASURER'S STATEMENT.**  
STRATEGIC  
GOAL: *Responsible Stewardship of Public Resources*

**RECOMMENDATION:**

Approve the June 2025 Treasurer's Statement.

**FINANCIAL IMPACT:**

None.

**BACKGROUND/DISCUSSION:**

Consistent with City policy, the Finance Department presents the monthly Treasurer's Statement to the City Council for review and approval. This statement shows the cash balances with a breakdown of various investment accounts and the yield to maturity from investments. This statement also includes an investment portfolio management report which details the activities of investments. All investments have been made in accordance with the City's Investment Policy.

**PREPARED BY:**



Jason Jacobsen, Finance Director

7/15/2025

REVIEWED BY:

*Jason Jacobsen*

Jason Jacobsen, Finance Director

7/9/2025

Attachments:

1. 5.3.a Treasurer's Cash Report - June 2025
2. 5.3.b Treasurer's Certification & Portfolio Report - June 2025

**CITY OF DIAMOND BAR - CITY TREASURER'S CASH BALANCE REPORT  
AS OF JUNE 30, 2025**

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**CASH & INVESTMENT BALANCES**

**Cash Funds**

|                                             |                   |                              |
|---------------------------------------------|-------------------|------------------------------|
| General Account                             | \$3,790,432.47    |                              |
| Payroll Account                             | \$0.00            |                              |
| Change Fund - General Fund                  | \$300.00          |                              |
| Petty Cash Account                          | \$553.00          |                              |
| Cash With Fiscal Agent (US Bank 2021 Bonds) | <u>\$1,466.02</u> |                              |
| <b>Total Cash Funds</b>                     |                   | <u><b>\$3,792,751.49</b></u> |

**City & LAIF Invested Funds (Book Value):**

|                                                          |                        |                               |
|----------------------------------------------------------|------------------------|-------------------------------|
| Local Agency Investment Fund                             | \$10,449,538.17        |                               |
| City-Managed Fixed-Income Securities (0-5 year maturity) | <u>\$59,146,368.66</u> |                               |
| <b>Total Investment Funds (Book Value)</b>               |                        | <u><b>\$69,595,906.83</b></u> |

Fiscal Year-To-Date Effective Rate of Return (City Funds & LAIF) 3.81% (12 Months)

Fiscal YTD Interest Earnings (City Funds & LAIF) \$2,626,090.95 (12 Months)

FY 2024-25 Budgeted Interest Earnings (City Funds & LAIF) \$1,608,100.00 (12 Months)

**Invested Funds With OPEB Trust (Managed by CalPERS/State Street)**

|                                                                   |                    |             |
|-------------------------------------------------------------------|--------------------|-------------|
| Annualized rate of return as of 06/30/2024 (since 6/30/16, 8 yrs) | 4.24%              |             |
| OPEB Trust Fiscal Year-To-Date Earnings                           | <u>\$61,788.38</u> | (12 Months) |

**GRAND TOTAL - CASH & INVESTMENTS**

**\$74,321,269.56**

CITY OF DIAMOND BAR  
INVESTMENT PORTFOLIO SUMMARY REPORT  
JUNE 30, 2025

| INVESTMENTS                      | BOOK VALUE      | PERCENT OF<br>PORTFOLIO | TERM  | DAYS TO<br>MATURITY | YIELD TO<br>MATURITY |
|----------------------------------|-----------------|-------------------------|-------|---------------------|----------------------|
| Federal Credit Union CD          | \$15,626,000.00 | 22.45%                  | 1,454 | 797                 | 4.301%               |
| Local Agency Investment Fund     | \$10,499,538.17 | 15.09%                  | 1     | 1                   | 4.269%               |
| Corporate Notes                  | \$3,667,436.46  | 5.27%                   | 1,704 | 1,386               | 4.896%               |
| Federal Agency Coupon Securities | \$7,645,048.90  | 10.98%                  | 1,552 | 620                 | 4.187%               |
| Treasury Coupon Securities       | \$5,089,093.72  | 7.31%                   | 1,568 | 621                 | 3.045%               |
| Federal Agency Callable          | \$7,749,826.94  | 11.14%                  | 1,743 | 385                 | 2.617%               |
| Certificates of Deposit-Banks    | \$6,541,529.36  | 9.40%                   | 1,545 | 877                 | 3.885%               |
| Municipal Bonds                  | \$1,529,050.71  | 2.20%                   | 1,586 | 677                 | 4.739%               |
| Money Market Fund                | \$11,248,382.57 | 16.16%                  | 1     | 1                   | 4.230%               |

|                                       |                        |                |              |            |               |
|---------------------------------------|------------------------|----------------|--------------|------------|---------------|
| <b>Total Investments and Averages</b> | <b>\$69,595,906.83</b> | <b>100.00%</b> | <b>1,076</b> | <b>506</b> | <b>3.995%</b> |
|---------------------------------------|------------------------|----------------|--------------|------------|---------------|

|                              | MONTH ENDING        | FISCAL YEAR-TO-DATE   |
|------------------------------|---------------------|-----------------------|
|                              | JUNE 30, 2025       | 2024-2025             |
| <b>TOTAL INTEREST EARNED</b> | <b>\$224,795.87</b> | <b>\$2,626,090.95</b> |
|                              | 3.84%               | 3.81%                 |

*Daniel Fox*

Daniel Fox  
City Treasurer

I certify that this report accurately reflects all City pooled investments and is in conformity with the investment policy of the City of Diamond Bar approved by City Council and on file in the City Clerk's office. The investment program herein provides sufficient cash flow liquidity to meet the next six months estimated expenditures.





City of Diamond Bar  
Portfolio Management  
Portfolio Summary  
June 30, 2025

City of Diamond Bar  
21810 Copley Drive  
Diamond Bar, CA  
(909)839-7053

| Investments                      | Par<br>Value         | Market<br>Value      | Book<br>Value        | % of<br>Portfolio | Term         | Days to<br>Maturity | YTM/C        |
|----------------------------------|----------------------|----------------------|----------------------|-------------------|--------------|---------------------|--------------|
| Federal Credit Union CD          | 15,626,000.00        | 15,564,685.72        | 15,626,000.00        | 22.45             | 1,454        | 797                 | 4.301        |
| Local Agency Investment Funds    | 10,499,538.17        | 10,340,244.42        | 10,499,538.17        | 15.09             | 1            | 1                   | 4.269        |
| Corporate Notes                  | 3,800,000.00         | 3,667,436.46         | 3,667,436.46         | 5.27              | 1,704        | 1,386               | 4.896        |
| Federal Agency Coupon Securities | 7,625,000.00         | 7,665,671.77         | 7,645,048.90         | 10.98             | 1,552        | 620                 | 4.187        |
| Treasury Coupon Securities       | 5,125,000.00         | 5,016,308.56         | 5,089,093.72         | 7.31              | 1,568        | 621                 | 3.045        |
| Federal Agency Callable          | 7,750,000.00         | 7,423,722.02         | 7,749,826.94         | 11.14             | 1,743        | 385                 | 2.617        |
| Certificate of Deposit           | 6,632,000.00         | 6,436,035.18         | 6,541,529.36         | 9.40              | 1,545        | 877                 | 3.885        |
| Municipal Bonds                  | 1,595,000.00         | 1,529,050.71         | 1,529,050.71         | 2.20              | 1,586        | 677                 | 4.739        |
| Money Market Fund                | 11,248,382.57        | 11,248,382.57        | 11,248,382.57        | 16.16             | 1            | 1                   | 4.230        |
|                                  | <b>69,900,920.74</b> | <b>68,891,537.41</b> | <b>69,595,906.83</b> | <b>100.00%</b>    | <b>1,076</b> | <b>506</b>          | <b>3.995</b> |
| Investments                      |                      |                      |                      |                   |              |                     |              |

| Total Earnings           | June 30 | Month Ending  | Fiscal Year To Date | Fiscal Year Ending |
|--------------------------|---------|---------------|---------------------|--------------------|
| Current Year             |         | 224,795.87    | 2,626,090.95        | 2,626,090.95       |
| Average Daily Balance    |         | 71,145,835.55 | 69,007,409.30       |                    |
| Effective Rate of Return |         | 3.84%         | 3.81%               |                    |

07/09/2025

Jason M. Jacobsen, Finance Director

Reporting period 06/01/2025-06/30/2025

Run Date: 07/09/2025 - 12:40

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**City of Diamond Bar  
Portfolio Management  
Portfolio Details - Investments  
June 30, 2025**

Page 1

| CUSIP                          | Investment # | Issuer                         | Average<br>Balance | Purchase<br>Date | Par Value  | Market Value | Book Value | Stated<br>Rate | Days to<br>Term Maturity | YTM/C | Maturity<br>Date |
|--------------------------------|--------------|--------------------------------|--------------------|------------------|------------|--------------|------------|----------------|--------------------------|-------|------------------|
| <b>Federal Credit Union CD</b> |              |                                |                    |                  |            |              |            |                |                          |       |                  |
| 06251A3K4                      | 10402        | America's Credit Union         |                    | 12/16/2021       | 248,000.00 | 227,139.23   | 248,000.00 | 1.350          | 1,826                    | 533   | 1.350 12/16/2026 |
| 00790UAC1                      | 10682        | ADVANTAGE CREDIT UNION         |                    | 07/31/2024       | 249,000.00 | 249,000.00   | 249,000.00 | 4.450          | 1,826                    | 1,491 | 4.450 07/31/2029 |
| 02157RAA5                      | 10683        | ALTAONE FEDERAL CREDIT         |                    | 07/19/2024       | 249,000.00 | 249,000.00   | 249,000.00 | 4.450          | 1,826                    | 1,479 | 4.450 07/19/2029 |
| 011852AE0                      | 10547        | Alaska USA FCU                 |                    | 03/08/2023       | 249,000.00 | 249,000.00   | 249,000.00 | 4.600          | 1,827                    | 981   | 4.600 03/08/2028 |
| 052392BT3                      | 10495        | AUSTIN TELCO FCU               |                    | 09/21/2022       | 249,000.00 | 249,000.00   | 249,000.00 | 3.800          | 1,826                    | 812   | 3.800 09/21/2027 |
| 07181JBH6                      | 10697        | Baxter Credit Union            |                    | 08/22/2024       | 249,000.00 | 249,000.00   | 249,000.00 | 4.350          | 1,461                    | 1,148 | 4.350 08/22/2028 |
| 07371BWA5                      | 10679        | Beal Bank-Plano TX             |                    | 06/12/2024       | 244,000.00 | 244,000.00   | 244,000.00 | 4.650          | 1,820                    | 1,436 | 4.650 06/06/2029 |
| 09776DAV6                      | 10744        | BOM BANK                       |                    | 06/24/2025       | 249,000.00 | 249,000.00   | 249,000.00 | 4.100          | 1,826                    | 1,819 | 4.100 06/24/2030 |
| 14042THZ3                      | 10453        | Capital One Bank USA           |                    | 07/27/2022       | 248,000.00 | 248,000.00   | 248,000.00 | 3.500          | 1,826                    | 756   | 3.500 07/27/2027 |
| 12481GAZ0                      | 10663        | CBC Federal Credit Union       |                    | 05/14/2024       | 249,000.00 | 249,000.00   | 249,000.00 | 4.650          | 1,826                    | 1,413 | 4.650 05/14/2029 |
| 17783PAK7                      | 10625        | City Federal Credit Union      |                    | 01/18/2024       | 249,000.00 | 249,000.00   | 249,000.00 | 4.000          | 1,827                    | 1,297 | 4.000 01/18/2029 |
| 16863LAE5                      | 10502        | CHIEF FINANCIAL FCU            |                    | 10/12/2022       | 249,000.00 | 249,000.00   | 249,000.00 | 4.600          | 1,098                    | 105   | 4.600 10/14/2025 |
| 19058RAG6                      | 10684        | COASTAL1CU                     |                    | 07/22/2024       | 249,000.00 | 249,000.00   | 249,000.00 | 4.550          | 1,460                    | 1,116 | 4.550 07/21/2028 |
| 19123RAA0                      | 10529        | COCA-COLA FCU                  |                    | 01/31/2023       | 249,000.00 | 249,000.00   | 249,000.00 | 4.600          | 1,098                    | 216   | 4.600 02/02/2026 |
| 20367GBD0                      | 10440        | Community Commerce Bank        |                    | 07/27/2022       | 248,000.00 | 248,000.00   | 248,000.00 | 3.050          | 1,280                    | 210   | 3.050 01/27/2026 |
| 20825WBC3                      | 10474        | Connexus CU                    |                    | 08/26/2022       | 248,000.00 | 248,000.00   | 248,000.00 | 3.500          | 1,096                    | 56    | 3.500 08/26/2025 |
| 14622LAS1                      | 10686        | CARTER FEDERAL CU              |                    | 08/07/2024       | 249,000.00 | 249,000.00   | 249,000.00 | 4.250          | 1,826                    | 1,498 | 4.250 08/07/2029 |
| 23204HPM4                      | 10678        | Customers Bank                 |                    | 06/11/2024       | 244,000.00 | 244,000.00   | 244,000.00 | 4.850          | 1,095                    | 710   | 4.850 06/11/2027 |
| 291916AG9                      | 10596        | Empower FED Credit Union       |                    | 10/23/2023       | 248,000.00 | 248,000.00   | 248,000.00 | 5.100          | 1,827                    | 1,210 | 5.100 10/23/2028 |
| 29367RNG7                      | 10720        | Enterprise Bank Corp.          |                    | 08/28/2024       | 249,000.00 | 249,000.00   | 249,000.00 | 3.800          | 1,826                    | 1,519 | 3.800 08/28/2029 |
| 32026U5U6                      | 10664        | First Foundation Bank          |                    | 05/22/2024       | 244,000.00 | 244,000.00   | 244,000.00 | 4.600          | 1,826                    | 1,421 | 4.600 05/22/2029 |
| 320165LR2                      | 10648        | FIRST FARMERS BK & TRUST       |                    | 03/28/2024       | 249,000.00 | 249,000.00   | 249,000.00 | 4.850          | 671                      | 211   | 4.850 01/28/2026 |
| 32114MBC0                      | 10681        | First Natl Bnk Blue Erth       |                    | 06/20/2024       | 248,000.00 | 248,000.00   | 248,000.00 | 4.850          | 1,095                    | 719   | 4.850 06/20/2027 |
| 33610VRV1                      | 10685        | FIRST PREMIER BANK             |                    | 07/17/2024       | 244,000.00 | 244,000.00   | 244,000.00 | 4.450          | 1,461                    | 1,112 | 4.450 07/17/2028 |
| 37424PAG9                      | 10570        | GESA CREDIT UNION              |                    | 07/31/2023       | 248,000.00 | 248,000.00   | 248,000.00 | 5.500          | 731                      | 30    | 5.500 07/31/2025 |
| 39573LAV0                      | 10255        | GREENSTATE CREDIT UNION        |                    | 02/26/2021       | 248,000.00 | 224,875.74   | 248,000.00 | 0.650          | 1,826                    | 240   | 0.650 02/26/2026 |
| 42228LAH4                      | 10496        | HEALTHCARE SYSTEMS FCU         |                    | 09/21/2022       | 249,000.00 | 249,000.00   | 249,000.00 | 3.600          | 1,461                    | 447   | 3.600 09/21/2026 |
| 42869GAB2                      | 10639        | Hickam                         |                    | 01/31/2024       | 249,000.00 | 249,000.00   | 249,000.00 | 4.150          | 1,461                    | 944   | 4.150 01/31/2028 |
| 856285E98                      | 10410        | State Bank of India            |                    | 01/31/2022       | 248,000.00 | 230,670.75   | 248,000.00 | 1.750          | 1,827                    | 580   | 1.750 02/01/2027 |
| 472207AE9                      | 10491        | JEANNE D'ARC CREDIT UNION      |                    | 09/30/2022       | 249,000.00 | 249,000.00   | 249,000.00 | 3.800          | 1,826                    | 821   | 3.800 09/30/2027 |
| 48115LAM6                      | 10707        | Jovia Financial Credit Union C |                    | 08/16/2024       | 249,000.00 | 249,000.00   | 249,000.00 | 4.650          | 731                      | 412   | 4.650 08/17/2026 |
| 50625LBR3                      | 10606        | LAFAYETTE FCU                  |                    | 11/30/2023       | 248,000.00 | 248,000.00   | 248,000.00 | 5.250          | 1,096                    | 517   | 5.250 11/30/2026 |
| 530520AC9                      | 10530        | LIBERTY FIRST CU               |                    | 01/27/2023       | 249,000.00 | 249,000.00   | 249,000.00 | 4.500          | 1,096                    | 210   | 4.500 01/27/2026 |
| 534574AC2                      | 10571        | LINCOLN PARK COMMUNITY BANK    |                    | 08/28/2023       | 248,000.00 | 248,000.00   | 248,000.00 | 5.000          | 1,827                    | 1,154 | 5.000 08/28/2028 |
| 55026MAE5                      | 10487        | LUMINATE BANK                  |                    | 09/15/2022       | 249,000.00 | 249,000.00   | 249,000.00 | 3.400          | 1,826                    | 806   | 3.400 09/15/2027 |
| 56824JBC7                      | 10718        | Marine Federal Corp.           |                    | 08/30/2024       | 249,000.00 | 249,000.00   | 249,000.00 | 4.000          | 731                      | 426   | 4.000 08/31/2026 |

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**City of Diamond Bar  
Portfolio Management  
Portfolio Details - Investments  
June 30, 2025**

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| CUSIP                                | Investment # | Issuer                       | Average<br>Balance   | Purchase<br>Date | Par Value            | Market Value         | Book Value           | Stated<br>Rate | Days to<br>Term Maturity | YTM/C      | Maturity<br>Date |
|--------------------------------------|--------------|------------------------------|----------------------|------------------|----------------------|----------------------|----------------------|----------------|--------------------------|------------|------------------|
| <b>Federal Credit Union CD</b>       |              |                              |                      |                  |                      |                      |                      |                |                          |            |                  |
| 58404DUA7                            | 10622        | Medallion Bank               |                      | 12/29/2023       | 248,000.00           | 248,000.00           | 248,000.00           | 4.500          | 1,096                    | 546        | 4.500 12/29/2026 |
| 59524LAA4                            | 10549        | MID CAROLINA CU              |                      | 03/13/2023       | 249,000.00           | 249,000.00           | 249,000.00           | 4.850          | 1,096                    | 255        | 4.850 03/13/2026 |
| 61690DQK7                            | 10662        | Morgan Stanley Bank          |                      | 05/08/2024       | 244,000.00           | 244,000.00           | 244,000.00           | 4.700          | 1,461                    | 1,042      | 4.700 05/08/2028 |
| 61776NTH6                            | 10745        | Morgan Stanley Bank          |                      | 06/18/2025       | 244,000.00           | 244,000.00           | 244,000.00           | 4.300          | 1,828                    | 1,815      | 4.300 06/20/2030 |
| 62847NEL6                            | 10646        | MVB BANK INC                 |                      | 03/27/2024       | 249,000.00           | 249,000.00           | 249,000.00           | 4.800          | 730                      | 269        | 4.800 03/27/2026 |
| 654062LP1                            | 10643        | NICOLET NATIONAL BANK        |                      | 03/08/2024       | 249,000.00           | 249,000.00           | 249,000.00           | 4.250          | 1,826                    | 1,346      | 4.250 03/08/2029 |
| 68584JAV1                            | 10675        | Oregon Community Cred Un     |                      | 06/07/2024       | 248,000.00           | 248,000.00           | 248,000.00           | 5.050          | 731                      | 342        | 5.050 06/08/2026 |
| 682325EK7                            | 10676        | One Community Bank           |                      | 06/18/2024       | 249,000.00           | 249,000.00           | 249,000.00           | 4.850          | 913                      | 535        | 4.850 12/18/2026 |
| 722000AC0                            | 10575        | PIMA FEDERAL CREDIT          |                      | 08/17/2023       | 248,000.00           | 248,000.00           | 248,000.00           | 5.300          | 1,096                    | 412        | 5.300 08/17/2026 |
| 77357DAB4                            | 10607        | ROCKLAND FCU                 |                      | 11/30/2023       | 248,000.00           | 248,000.00           | 248,000.00           | 5.000          | 1,827                    | 1,248      | 5.000 11/30/2028 |
| 795451BQ5                            | 10461        | Sallie Mae Bank              |                      | 07/06/2022       | 248,000.00           | 248,000.00           | 248,000.00           | 3.400          | 1,097                    | 6          | 3.400 07/07/2025 |
| 849061AF3                            | 10644        | SPOKANE TEACHERS CR UN       |                      | 03/25/2024       | 245,000.00           | 245,000.00           | 245,000.00           | 4.750          | 1,095                    | 632        | 4.750 03/25/2027 |
| 87868YAL7                            | 10551        | TECHNOLOGY CU                |                      | 03/23/2023       | 249,000.00           | 249,000.00           | 249,000.00           | 5.000          | 1,096                    | 265        | 5.000 03/23/2026 |
| 89235MNT4                            | 10442        | Toyota Financial SGS Bank    |                      | 07/22/2022       | 248,000.00           | 248,000.00           | 248,000.00           | 3.400          | 1,826                    | 751        | 3.400 07/22/2027 |
| 89839KAD7                            | 10604        | TRUSTSTAR BANK               |                      | 11/22/2023       | 248,000.00           | 248,000.00           | 248,000.00           | 4.750          | 1,827                    | 1,240      | 4.750 11/22/2028 |
| 88709RBH1                            | 10677        | Timberland Bank Hoquaim      |                      | 06/12/2024       | 249,000.00           | 249,000.00           | 249,000.00           | 4.850          | 912                      | 528        | 4.850 12/11/2026 |
| 89854LAD5                            | 10564        | TTCU FED CU                  |                      | 07/26/2023       | 248,000.00           | 248,000.00           | 248,000.00           | 5.000          | 1,827                    | 1,121      | 5.000 07/26/2028 |
| 91527PCF2                            | 10651        | Univest Bank & Trust Co.     |                      | 03/13/2024       | 249,000.00           | 249,000.00           | 249,000.00           | 4.250          | 1,826                    | 1,351      | 4.250 03/13/2029 |
| 914242AA0                            | 10492        | UNIVERSITY CREDIT UNION      |                      | 09/26/2022       | 249,000.00           | 249,000.00           | 249,000.00           | 4.000          | 1,096                    | 87         | 4.000 09/26/2025 |
| 90353EBC6                            | 10550        | USF FCU                      |                      | 03/15/2023       | 249,000.00           | 249,000.00           | 249,000.00           | 5.050          | 915                      | 76         | 5.050 09/15/2025 |
| 91739JAD7                            | 10589        | UTAH FIRST CD                |                      | 10/30/2023       | 248,000.00           | 248,000.00           | 248,000.00           | 5.100          | 1,827                    | 1,217      | 5.100 10/30/2028 |
| 06543PDA0                            | 10494        | BANK OF THE VALLEY NE        |                      | 09/30/2022       | 249,000.00           | 249,000.00           | 249,000.00           | 4.100          | 1,826                    | 821        | 4.100 09/30/2027 |
| 91823MBE4                            | 10499        | VCC BANK                     |                      | 10/14/2022       | 249,000.00           | 249,000.00           | 249,000.00           | 4.250          | 1,461                    | 470        | 4.250 10/14/2026 |
| 92348DAA7                            | 10500        | VERIDIAN CU                  |                      | 10/24/2022       | 249,000.00           | 249,000.00           | 249,000.00           | 4.500          | 1,096                    | 115        | 4.500 10/24/2025 |
| 93883MBA5                            | 10674        | WASHINGTON FINANCIAL         |                      | 05/31/2024       | 244,000.00           | 244,000.00           | 244,000.00           | 4.500          | 1,826                    | 1,430      | 4.500 05/31/2029 |
| 949764JY1                            | 10617        | Wells Fargo                  |                      | 12/27/2023       | 248,000.00           | 248,000.00           | 248,000.00           | 4.100          | 1,827                    | 1,275      | 4.100 12/27/2028 |
| 98138MCA6                            | 10590        | WORKERS FCU                  |                      | 10/30/2023       | 248,000.00           | 248,000.00           | 248,000.00           | 5.200          | 1,827                    | 1,217      | 5.200 10/30/2028 |
| <b>Subtotal and Average</b>          |              |                              | <b>15,531,733.33</b> |                  | <b>15,626,000.00</b> | <b>15,564,685.72</b> | <b>15,626,000.00</b> |                | <b>1,454</b>             | <b>797</b> | <b>4.301</b>     |
| <b>Local Agency Investment Funds</b> |              |                              |                      |                  |                      |                      |                      |                |                          |            |                  |
| LAIF                                 | 10028        | Local Agency Investment Fund |                      |                  | 10,499,538.17        | 10,340,244.42        | 10,499,538.17        | 4.269          | 1                        | 1          | 4.269            |
| <b>Subtotal and Average</b>          |              |                              | <b>10,132,871.50</b> |                  | <b>10,499,538.17</b> | <b>10,340,244.42</b> | <b>10,499,538.17</b> |                | <b>1</b>                 | <b>1</b>   | <b>4.269</b>     |
| <b>Corporate Notes</b>               |              |                              |                      |                  |                      |                      |                      |                |                          |            |                  |
| 06406YAA0                            | 10732        | Bank of NY Mello Corp.       |                      | 01/13/2025       | 350,000.00           | 326,123.51           | 326,123.51           | 3.300          | 1,683                    | 1,514      | 5.170 08/23/2029 |
| 06048WR36                            | 10515        | Bank of America Corp.        |                      | 12/27/2022       | 500,000.00           | 473,752.43           | 473,752.43           | 2.000          | 1,638                    | 721        | 5.000 06/22/2027 |

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Run Date: 07/09/2025 - 12:40

**City of Diamond Bar  
Portfolio Management  
Portfolio Details - Investments  
June 30, 2025**

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| CUSIP                                   | Investment # | Issuer                         | Average<br>Balance  | Purchase<br>Date | Par Value           | Market Value        | Book Value          | Stated<br>Rate | Days to<br>Term Maturity | YTM/C        | Maturity<br>Date |
|-----------------------------------------|--------------|--------------------------------|---------------------|------------------|---------------------|---------------------|---------------------|----------------|--------------------------|--------------|------------------|
| <b>Corporate Notes</b>                  |              |                                |                     |                  |                     |                     |                     |                |                          |              |                  |
| 17325FBK3                               | 10733        | CITIBANK                       |                     | 01/13/2025       | 350,000.00          | 347,407.75          | 347,407.75          | 4.838          | 1,666                    | 1,466        | 5.042 08/06/2029 |
| 29736RAP5                               | 10737        | ESTEE LAUDER CO                |                     | 03/25/2025       | 300,000.00          | 272,551.28          | 272,551.28          | 2.375          | 1,712                    | 1,614        | 4.707 12/01/2029 |
| 24422EXB0                               | 10668        | JOHN DEERE CAPITAL CORP        |                     | 05/29/2024       | 500,000.00          | 499,579.73          | 499,579.73          | 4.950          | 1,507                    | 1,109        | 4.979 07/14/2028 |
| 46647PAX4                               | 10731        | JP Morgan Chase                |                     | 01/07/2025       | 400,000.00          | 393,299.43          | 393,299.43          | 4.452          | 1,793                    | 1,253        | 4.980 12/05/2029 |
| 49177JAH5                               | 10738        | KENVUE INC                     |                     | 03/25/2025       | 300,000.00          | 305,114.36          | 305,114.36          | 5.000          | 1,823                    | 1,725        | 4.581 03/22/2030 |
| 59217GFT1                               | 10734        | MET LIFE GLOBAL                |                     | 01/09/2025       | 500,000.00          | 499,357.84          | 499,357.84          | 4.900          | 1,826                    | 1,653        | 4.932 01/09/2030 |
| 637432NV3                               | 10739        | NATIONAL RURAL UTILITIES COOPE |                     | 03/25/2025       | 300,000.00          | 271,449.95          | 271,449.95          | 2.400          | 1,816                    | 1,718        | 4.691 03/15/2030 |
| 808513BX2                               | 10740        | CHARLES SCHWAB                 |                     | 03/25/2025       | 300,000.00          | 278,800.18          | 278,800.18          | 2.750          | 1,651                    | 1,553        | 4.611 10/01/2029 |
| <b>Subtotal and Average</b>             |              |                                | <b>3,665,919.39</b> |                  | <b>3,800,000.00</b> | <b>3,667,436.46</b> | <b>3,667,436.46</b> |                | <b>1,704</b>             | <b>1,386</b> | <b>4.896</b>     |
| <b>Federal Agency Coupon Securities</b> |              |                                |                     |                  |                     |                     |                     |                |                          |              |                  |
| 17325FBB3                               | 10631        | CITIBANK                       |                     | 01/30/2024       | 750,000.00          | 770,556.52          | 770,556.52          | 5.803          | 1,704                    | 1,186        | 4.847 09/29/2028 |
| 3133EPCG8                               | 10545        | Federal Farm Credit Bank       |                     | 03/01/2023       | 1,000,000.00        | 996,952.46          | 996,952.46          | 4.125          | 1,736                    | 883          | 4.267 12/01/2027 |
| 3133EPQC2                               | 10572        | Federal Farm Credit Bank       |                     | 08/02/2023       | 1,000,000.00        | 999,646.95          | 999,646.95          | 4.625          | 1,080                    | 381          | 4.661 07/17/2026 |
| 3130ASGU7                               | 10432        | Federal Home Loan Bank         |                     | 06/16/2022       | 1,000,000.00        | 1,020,268.00        | 999,645.13          | 3.500          | 1,821                    | 710          | 3.520 06/11/2027 |
| 3130ASJ59                               | 10447        | Federal Home Loan Bank         |                     | 07/18/2022       | 1,000,000.00        | 1,002,064.46        | 1,002,064.46        | 3.375          | 1,425                    | 346          | 3.141 06/12/2026 |
| 313373B68                               | 10537        | Federal Home Loan Bank         |                     | 02/27/2023       | 500,000.00          | 499,208.82          | 499,208.82          | 4.375          | 1,110                    | 255          | 4.619 03/13/2026 |
| 3130AWMN7                               | 10563        | Federal Home Loan Bank         |                     | 07/21/2023       | 500,000.00          | 502,611.90          | 502,611.90          | 4.375          | 1,785                    | 1,074        | 4.177 06/09/2028 |
| 3130B0N70                               | 10645        | Federal Home Loan Bank         |                     | 03/27/2024       | 500,000.00          | 500,000.00          | 500,000.00          | 4.850          | 1,826                    | 269          | 4.850 03/27/2029 |
| 3130B2F59                               | 10706        | Federal Home Loan Bank         |                     | 08/20/2024       | 575,000.00          | 575,000.00          | 575,000.00          | 4.250          | 1,816                    | 405          | 4.250 08/10/2029 |
| 45818WED4                               | 10498        | INTER-AMERICAN DEV. BANK       |                     | 09/13/2022       | 500,000.00          | 495,114.78          | 495,114.78          | 2.980          | 1,731                    | 709          | 3.902 06/10/2027 |
| 61746BCY0                               | 10708        | Morgan Stanley Bank            |                     | 08/01/2024       | 300,000.00          | 304,247.88          | 304,247.88          | 6.250          | 738                      | 404          | 4.888 08/09/2026 |
| <b>Subtotal and Average</b>             |              |                                | <b>7,962,045.37</b> |                  | <b>7,625,000.00</b> | <b>7,665,671.77</b> | <b>7,645,048.90</b> |                | <b>1,552</b>             | <b>620</b>   | <b>4.187</b>     |
| <b>Treasury Coupon Securities</b>       |              |                                |                     |                  |                     |                     |                     |                |                          |              |                  |
| 91282CMG3                               | 10735        | UST                            |                     | 02/13/2025       | 300,000.00          | 297,228.35          | 297,228.35          | 4.250          | 1,813                    | 1,675        | 4.477 01/31/2030 |
| 91282CMD0                               | 10736        | UST                            |                     | 02/13/2025       | 325,000.00          | 323,500.84          | 323,500.84          | 4.375          | 1,782                    | 1,644        | 4.489 12/31/2029 |
| 91282CDQ1                               | 10403        | U.S. Treasury                  |                     | 01/04/2022       | 1,000,000.00        | 925,664.00          | 998,449.16          | 1.250          | 1,822                    | 548          | 1.357 12/31/2026 |
| 91282CEW7                               | 10436        | U.S. Treasury                  |                     | 07/14/2022       | 1,000,000.00        | 1,004,337.49        | 1,004,337.49        | 3.250          | 1,812                    | 729          | 3.014 06/30/2027 |
| 9128285J5                               | 10445        | U.S. Treasury                  |                     | 07/18/2022       | 1,000,000.00        | 999,603.20          | 999,603.20          | 3.000          | 1,201                    | 122          | 3.125 10/31/2025 |
| 9128285C0                               | 10456        | U.S. Treasury                  |                     | 07/11/2022       | 1,000,000.00        | 999,625.50          | 999,625.50          | 3.000          | 1,177                    | 91           | 3.158 09/30/2025 |
| 91282CEE7                               | 10654        | U.S. Treasury                  |                     | 04/08/2024       | 500,000.00          | 466,349.18          | 466,349.18          | 2.375          | 1,818                    | 1,369        | 4.393 03/31/2029 |
| <b>Subtotal and Average</b>             |              |                                | <b>5,555,291.25</b> |                  | <b>5,125,000.00</b> | <b>5,016,308.56</b> | <b>5,089,093.72</b> |                | <b>1,568</b>             | <b>621</b>   | <b>3.045</b>     |

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**City of Diamond Bar  
Portfolio Management  
Portfolio Details - Investments  
June 30, 2025**

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| CUSIP                          | Investment # | Issuer                        | Average<br>Balance  | Purchase<br>Date | Par Value           | Market Value        | Book Value          | Stated<br>Rate | Days to<br>Term Maturity | YTM/C      | Maturity<br>Date |
|--------------------------------|--------------|-------------------------------|---------------------|------------------|---------------------|---------------------|---------------------|----------------|--------------------------|------------|------------------|
| <b>Federal Agency Callable</b> |              |                               |                     |                  |                     |                     |                     |                |                          |            |                  |
| 3133EMSH6                      | 10258        | Federal Farm Credit Bank      |                     | 03/03/2021       | 500,000.00          | 463,515.50          | 500,000.00          | 0.790          | 1,826                    | 245        | 0.790 03/03/2026 |
| 3133ENKG4                      | 10397        | Federal Farm Credit Bank      |                     | 01/11/2022       | 1,000,000.00        | 933,642.00          | 1,000,000.00        | 1.470          | 1,826                    | 559        | 1.470 01/11/2027 |
| 3133ENMA5                      | 10405        | Federal Farm Credit Bank      |                     | 01/26/2022       | 1,500,000.00        | 1,417,582.50        | 1,500,000.00        | 1.840          | 1,826                    | 574        | 1.840 01/26/2027 |
| 3133ENH52                      | 10475        | Federal Farm Credit Bank      |                     | 08/23/2022       | 500,000.00          | 500,000.00          | 500,000.00          | 4.030          | 1,826                    | 783        | 4.030 08/23/2027 |
| 3133EREU1                      | 10667        | Federal Farm Credit Bank      |                     | 05/29/2024       | 500,000.00          | 499,924.02          | 499,924.02          | 5.000          | 537                      | 139        | 5.041 11/17/2025 |
| 3133ETMB0                      | 10746        | Federal Farm Credit Bank      |                     | 06/24/2025       | 500,000.00          | 500,000.00          | 500,000.00          | 4.650          | 1,826                    | 358        | 4.650 06/24/2030 |
| 3130AL7M0                      | 10254        | Federal Home Loan Bank        |                     | 02/24/2021       | 500,000.00          | 460,993.50          | 499,902.92          | 0.625          | 1,826                    | 54         | 0.659 02/24/2026 |
| 3130AQKJ1                      | 10406        | Federal Home Loan Bank        |                     | 01/28/2022       | 1,500,000.00        | 1,398,064.50        | 1,500,000.00        | 1.700          | 1,826                    | 27         | 1.700 01/28/2027 |
| 3130AUDL5                      | 10513        | Federal Home Loan Bank        |                     | 12/30/2022       | 750,000.00          | 750,000.00          | 750,000.00          | 4.550          | 1,826                    | 91         | 4.552 12/30/2027 |
| 3010B07G8                      | 10641        | Federal Home Loan Bank        |                     | 02/26/2024       | 500,000.00          | 500,000.00          | 500,000.00          | 5.000          | 1,827                    | 1,336      | 5.000 02/26/2029 |
| <b>Subtotal and Average</b>    |              |                               | <b>7,366,479.46</b> |                  | <b>7,750,000.00</b> | <b>7,423,722.02</b> | <b>7,749,826.94</b> |                | <b>1,743</b>             | <b>385</b> | <b>2.617</b>     |
| <b>Certificate of Deposit</b>  |              |                               |                     |                  |                     |                     |                     |                |                          |            |                  |
| 06406GAA9                      | 10717        | Bank of NY Mello Corp.        |                     | 08/01/2024       | 500,000.00          | 474,578.74          | 474,578.74          | 3.000          | 1,551                    | 1,125      | 4.702 10/30/2028 |
| 066519QK8                      | 10256        | BANK UNITED NA                |                     | 03/05/2021       | 248,000.00          | 224,768.35          | 248,000.00          | 0.650          | 1,826                    | 247        | 0.000 03/05/2026 |
| 06051GGA1                      | 10716        | Bank of America Corp.         |                     | 08/01/2024       | 300,000.00          | 291,408.16          | 291,408.16          | 3.248          | 1,176                    | 842        | 4.596 10/21/2027 |
| 23288UAA5                      | 10555        | Cy Fair FCU                   |                     | 05/19/2023       | 249,000.00          | 249,000.00          | 249,000.00          | 4.350          | 1,461                    | 687        | 4.355 05/19/2027 |
| 3130B0YH6                      | 10661        | Federal Home Loan Bank        |                     | 04/19/2024       | 500,000.00          | 500,000.00          | 500,000.00          | 5.010          | 1,826                    | 1,388      | 5.010 04/19/2029 |
| 356436AR6                      | 10658        | Freedom Northwest CU          |                     | 04/19/2024       | 249,000.00          | 249,000.00          | 249,000.00          | 4.550          | 1,826                    | 1,388      | 4.550 04/19/2029 |
| 38149MZJ5                      | 10260        | Goldman Sachs Bank            |                     | 09/08/2021       | 248,000.00          | 225,703.81          | 248,000.00          | 1.050          | 1,826                    | 434        | 1.051 09/08/2026 |
| 46625HQW3                      | 10709        | JP Morgan Chase               |                     | 08/01/2024       | 300,000.00          | 296,755.26          | 296,755.26          | 3.300          | 608                      | 274        | 4.813 04/01/2026 |
| 59001PAS8                      | 10457        | Meritrust Fed CU              |                     | 07/08/2022       | 248,000.00          | 248,000.00          | 248,000.00          | 3.350          | 1,096                    | 7          | 3.350 07/08/2025 |
| 70962LBH4                      | 10414        | Pentagon Federal Credit Union |                     | 03/22/2022       | 248,000.00          | 234,447.30          | 248,000.00          | 1.800          | 1,462                    | 265        | 1.800 03/23/2026 |
| 69353RFG8                      | 10669        | PNC BANK NA                   |                     | 05/29/2024       | 500,000.00          | 476,599.02          | 476,599.02          | 3.100          | 1,244                    | 846        | 5.335 10/25/2027 |
| 70320KAX9                      | 10257        | Pathfinder Bank               |                     | 03/11/2021       | 249,000.00          | 225,981.94          | 249,000.00          | 0.700          | 1,826                    | 253        | 0.000 03/11/2026 |
| 88413QDM7                      | 10455        | Third Fed Savings & Loan      |                     | 07/27/2022       | 245,000.00          | 245,000.00          | 245,000.00          | 3.400          | 1,826                    | 756        | 3.402 07/27/2027 |
| 89236TLD5                      | 10670        | Toyota MTR Credit Corp        |                     | 05/29/2024       | 500,000.00          | 501,414.11          | 501,414.11          | 5.400          | 905                      | 507        | 5.179 11/20/2026 |
| 882508CG7                      | 10653        | TEXAS INSTRUME                |                     | 04/01/2024       | 750,000.00          | 752,828.60          | 752,828.60          | 4.600          | 1,774                    | 1,318      | 4.480 02/08/2029 |
| 90348JS92                      | 10261        | UBS Bank USA                  |                     | 09/09/2021       | 248,000.00          | 224,604.42          | 248,000.00          | 0.950          | 1,826                    | 435        | 0.000 09/09/2026 |
| 91159HHW3                      | 10715        | US BANK CORP                  |                     | 08/01/2024       | 300,000.00          | 278,929.24          | 278,929.24          | 3.000          | 1,824                    | 1,490      | 4.964 07/30/2029 |
| 91282CKG5                      | 10657        | UST                           |                     | 04/22/2024       | 750,000.00          | 737,016.23          | 737,016.23          | 4.125          | 1,804                    | 1,369      | 4.647 03/31/2029 |
| <b>Subtotal and Average</b>    |              |                               | <b>6,556,758.64</b> |                  | <b>6,632,000.00</b> | <b>6,436,035.18</b> | <b>6,541,529.36</b> |                | <b>1,545</b>             | <b>877</b> | <b>3.885</b>     |
| <b>Municipal Bonds</b>         |              |                               |                     |                  |                     |                     |                     |                |                          |            |                  |
| 54438CYL0                      | 10523        | LOS ANGELES CA CMNTY CLG DIST |                     | 01/05/2023       | 365,000.00          | 352,300.30          | 352,300.30          | 1.174          | 1,304                    | 396        | 4.700 08/01/2026 |
| 738850TA4                      | 10522        | POWAY UNIFIED SCHOOL DIST     |                     | 01/04/2023       | 1,230,000.00        | 1,176,750.41        | 1,176,750.41        | 2.414          | 1,670                    | 761        | 4.750 08/01/2027 |

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**City of Diamond Bar  
Portfolio Management  
Portfolio Details - Investments  
June 30, 2025**

| CUSIP                            | Investment # | Issuer                | Average<br>Balance   | Purchase<br>Date | Par Value            | Market Value         | Book Value           | Stated<br>Rate | Term         | Days to<br>Maturity | YTM/C        | Maturity<br>Date |
|----------------------------------|--------------|-----------------------|----------------------|------------------|----------------------|----------------------|----------------------|----------------|--------------|---------------------|--------------|------------------|
| <b>Subtotal and Average</b>      |              |                       | <b>1,527,549.05</b>  |                  | <b>1,595,000.00</b>  | <b>1,529,050.71</b>  | <b>1,529,050.71</b>  |                | <b>1,586</b> | <b>677</b>          | <b>4.739</b> |                  |
| <b>Wells Fargo Sweep Account</b> |              |                       |                      |                  |                      |                      |                      |                |              |                     |              |                  |
| SWEEP                            | 10036        | Wells Fargo           |                      | 07/01/2012       | 0.00                 | 0.00                 | 0.00                 | 0.010          | 1            | 1                   | 0.010        |                  |
| <b>Subtotal and Average</b>      |              |                       | <b>0.00</b>          |                  | <b>0.00</b>          | <b>0.00</b>          | <b>0.00</b>          |                | <b>0</b>     | <b>0</b>            | <b>0.000</b> |                  |
| <b>Money Market Fund</b>         |              |                       |                      |                  |                      |                      |                      |                |              |                     |              |                  |
| 857492888                        | 10562        | State Street Advisors |                      | 05/31/2023       | 11,248,382.57        | 11,248,382.57        | 11,248,382.57        | 4.230          | 1            | 1                   | 4.230        |                  |
| 52470G882                        | 10561        | Western Asset         |                      | 05/25/2023       | 0.00                 | 0.00                 | 0.00                 | 5.150          | 1            | 1                   | 5.150        |                  |
| <b>Subtotal and Average</b>      |              |                       | <b>12,847,187.56</b> |                  | <b>11,248,382.57</b> | <b>11,248,382.57</b> | <b>11,248,382.57</b> |                | <b>1</b>     | <b>1</b>            | <b>4.230</b> |                  |
| <b>Total and Average</b>         |              |                       | <b>71,145,835.55</b> |                  | <b>69,900,920.74</b> | <b>68,891,537.41</b> | <b>69,595,906.83</b> |                | <b>1,076</b> | <b>506</b>          | <b>3.995</b> |                  |

City of Diamond Bar  
Portfolio Management  
Portfolio Details - Cash  
June 30, 2025

| CUSIP                      | Investment # | Issuer | Average<br>Balance | Purchase<br>Date | Par Value     | Market Value  | Book Value    | Stated<br>Rate | Term  | Days to<br>Maturity | YTM/C |
|----------------------------|--------------|--------|--------------------|------------------|---------------|---------------|---------------|----------------|-------|---------------------|-------|
| Average Balance            |              |        | 0.00               |                  |               |               |               |                | 0     | 0                   |       |
| Total Cash and Investments |              |        | 71,145,835.55      |                  | 69,900,920.74 | 68,891,537.41 | 69,595,906.83 |                | 1,076 | 506                 | 3.995 |

Agenda #: 5.4  
Meeting Date: July 15, 2025



## CITY COUNCIL

## AGENDA REPORT

TO: Honorable Mayor and Members of the City Council  
FROM: Daniel Fox, City Manager  
TITLE: **MAINTENANCE RELATED SERVICES FOR FORMER PONY PROPERTY LOCATED AT 22601 SUNSET CROSSING ROAD.**  
STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

**RECOMMENDATION:**

- A. Appropriate \$801,425 from the Park & Facility Development Fund (262) for PONY Property restoration, plus an additional \$100,000 for contingencies, for a total budget of \$901,425;
- B. Appropriate \$93,000 from the General Fund (100) for on-going park maintenance of the PONY Property;
- C. Approve, and authorize the City Manager, to sign the Consultant Services Agreement with Dudek, for professional land surveying services;
- D. Approve, and authorize the City Manager to sign, the First Amendment to the Maintenance Services Agreement with Nova Landscape Group, Inc., to provide the one-time field rehabilitation services and ongoing monthly maintenance services afterwards;
- E. Approve, and authorize the City Manager, to sign the Public Works Agreement with Siterep Construction Services, Inc., to perform general demolition and earth services; and
- F. Approve, and authorize the City Manager, to sign the Ninth Amendment to the Vendor Services Agreement with Exterior Products Corporation, to provide electrical and lighting maintenance services.

**FINANCIAL IMPACT:**

On August 6, 2024, the City successfully exchanged surplus, restricted Proposition A



transportation funds for unrestricted, one-time unrestricted revenue. This transaction converted approximately \$1.3 million in otherwise unusable Proposition A funds into \$1 million in flexible revenue that could be applied to broader City priorities. Per the direction of the City Council, these funds were deposited in the Park & Facility Development Fund (262), where they could be used to support one-time costs.

It is recommended that a one-time expenditure of \$901,425 be appropriated from the Park & Facility Development Fund (262) fund balance to the FY 2025-2026 Park & Facility Development Fund account (262630-56104-FP262) to cover one-time restoration costs at the PONY Property. This amount includes \$100,000 in contingency for unforeseeable repairs. Sufficient funds are available in Fund 262 to support this appropriation.

It is also recommended that an additional \$93,000 be appropriated from the General Fund (100) fund balance to the General Fund, Parks and Facility Maintenance account (100630-55505) for ongoing maintenance for the last half of FY 2025-26. Ongoing maintenance costs for future years (currently expected to be \$192,510 for FY 2026-27) will be requested through the annual budget process. While sufficient unassigned fund balance is available to cover this initial maintenance cost, it should be noted that the General Fund is currently projected to have a structural deficit. Therefore, adding new ongoing expenditures will increase the City's recurring funding gap unless offsetting revenue enhancements or expenditure reductions are identified.

#### **BACKGROUND:**

On January 21, 2025, the City Council approved Resolution No. 2025-03, which formalized a Real Property Transfer Agreement and Escrow Instructions with the Diamond Bar PONY/Little League for the acquisition of the Stevens Field facility, a 10.23-acre property located at 22601 Sunset Crossing Road ("PONY property").

Following this approval, the City entered into a 60-day escrow period to acquire the property in its existing condition. By late April 2025, the escrow period concluded, and the City became the official owner of the PONY property, which included a deed restriction ensuring the property remains dedicated to recreational use.

#### **ANALYSIS:**

The PONY property features four unlit baseball fields, one of which is currently abandoned. The property also includes batting cages, seating areas, and small structures that supported the operations of the Diamond Bar PONY/Little League.

The acquisition and location of the PONY property represents a significant opportunity to serve a parkless neighborhood. Adjacent to the PONY property is a City-owned 2.78-acre vacant parcel located at 22555 Sunset Crossing Road ("Sunset Crossing property"). The combination of the PONY property and the Sunset Crossing property could yield a recreational space of approximately 13 acres, which can be developed into a community park with amenities that attract all ages, interests, and activity levels.

Funding for the development of said community park has yet to be secured, and efforts to develop a conceptual design have yet to be initiated. Any future park development will require a thorough evaluation of the City's Capital Improvement Program and municipal services. Until such funding is obtained to bring a conceptual design to life, the City will manage the PONY property in its existing intended use as ball fields.

While the Diamond Bar PONY/Little League was not aware of any known legal or environmental challenges that could have adversely affected the City upon transfer, the PONY property is not conducive to the City's athletic facility allocation needs, requiring an immediate need to address several one-time clean-up and deferred maintenance issues. Addressing such concerns will restore the PONY property to its intended use, achieving playability of the fields and allowing the City to provide additional capacity for a variety of youth and adult sports.

In anticipation of the transfer of ownership, City staff proactively solicited maintenance services aimed at restoring the playability of three of the four existing fields and removing hazards throughout the property. Services include, but are not limited to, clearing overgrown vegetation, repairing the irrigation system, rehabilitating the ball fields, removing dilapidated structures, replacing lighting fixtures in the restroom building, and repairing fences.

### **Professional Land Surveying Services**

On January 17, 2025, City staff issued a Request for Proposals (RFP) via PlanetBids for Professional Land Surveying Services to survey both the PONY property and the Sunset Crossing property. The objective of the survey is to accurately delineate property boundaries and document the location of all utilities within the properties.

On February 6, 2025, 13 proposals were received, with the results as follows:

| <b>Vendor</b>                                   | <b>Proposal Amount</b> |
|-------------------------------------------------|------------------------|
| Dudek                                           | \$29,245.00            |
| Adkison Engineers                               | \$29,400.00            |
| PLBA Engineering, Inc.                          | \$31,730.00            |
| Valued Engineering, Inc.                        | \$32,630.00            |
| Joseph C. Truxaw and Associates, Inc.           | \$50,370.00            |
| GIS Surveyors                                   | \$57,384.50            |
| Calvada Surveying, Inc.                         | \$61,150.00            |
| Onward Engineering                              | \$66,170.00            |
| Glenn A. Rick Engineering & Development Company | \$82,520.00            |

|                         |              |
|-------------------------|--------------|
| Hunsaker and Associates | \$84,860.00  |
| IDS Group, Inc.         | \$99,896.00  |
| IMEG Corporation        | \$123,500.00 |
| Meyer Land Surveying    | \$175,390.00 |

After a thorough evaluation process, including interviews with top candidates, Dudek emerged as the most advantageous and suitable vendor for the City. Their extensive experience, particularly with similar projects, competitive pricing, and positive reference checks, were determining factors.

Dudek's deliverables include a detailed boundary line survey map that clearly delineates property boundaries and a detailed utility map that includes above-and below-ground utilities, distinguishing between utility types, locations, depths, and conditions. Completing this one-time survey project will equip City staff with key data to support ongoing maintenance efforts and future development planning.

Surveying is expected to begin immediately following City Council approval of the agreement, and this project, including its deliverables, is expected to be completed within four to six weeks.

### **Rehabilitation and Ongoing Ball Field Maintenance Services**

On January 23, 2025, City staff released two RFPs to four of the City's existing landscape contractors - one RFP was for rehabilitation services aimed at restoring the ball fields on the PONY property, and the other RFP was for ongoing maintenance services of the PONY property.

As part of this solicitation, all four contractors had an opportunity to be awarded an agreement for either one or both of the RFPs. The four landscape contractors invited to submit proposals included:

- MCE Corporation
- Nova Landscape Group, Inc. ("Nova")
- Parkwood Landscape Maintenance, Inc. ("Parkwood")
- Staygreen, Inc. ("Staygreen")

### **Rehabilitation Services**

Given City staff's conclusion that the PONY property is not conducive to the City's athletic facility use allocations, rehabilitation services include a comprehensive range of focus areas aimed at restoring the safety and usability of the property. One-time rehabilitation services will address several key aspects, including cleaning peripheral hardscapes, repairing irrigation systems and ball field surfaces, seeding both infield and outfield turf areas, installing sod, controlling rodents and insects, and performing weed abatement and cleanup services.

On February 28, 2025, three (3) proposals were received, with MCE Corporation not submitting a proposal. Below is a summary of the results:

| <b>Vendor</b> | <b>One-Time Rehabilitation Services</b> |
|---------------|-----------------------------------------|
| Parkwood      | \$317,261.00                            |
| Nova          | \$334,985.00                            |
| Staygreen     | \$513,120.32                            |

City staff interviewed the three proposers, and after careful review, determined that Nova's proposal offers the most advantageous option for the City, mainly because of its well-developed approach and understanding of the requirements. Parkwood's proposal was considered non-responsible due to their lack of a comprehensive approach and understanding of the overall objective.

Unlike Staygreen, whose strategies involve the extensive removal and replacement of existing conditions, Nova's approach involves a methodical rehabilitation of the existing conditions, minimizing unnecessary removals while aligning closely with the overall objective.

Additionally, as part of their proposals, contractors were required to complete and submit a Unit Price Worksheet for irrigation repairs. Due to the unknown condition of the existing irrigation system, City staff anticipate the need for repairs and request approval from the City Council for a not-to-exceed budget of \$100,000 to address the repairs. These funds will only be used when necessary and will require written approval from the City.

Rehabilitation services will be conducted simultaneously with surveying efforts and are expected to be completed within six to eight months. The late summer and early fall present the optimal window for the proper installation and establishment of new sod and seeding, paving the way for the potential opening and utilization of the PONY property in spring 2026.

#### Ongoing Maintenance Services

Following the completion of rehabilitation services of the PONY property, ongoing maintenance services are crucial for maintaining the fields in top condition for play and minimizing hazards throughout the property. Services include, but are not limited to, regular mowing, weed control, trash and litter removal, restroom cleaning, graffiti removal, and repairs.

On February 28, 2025, three (3) proposals were received, with MCE Corporation not submitting a proposal. Below is a summary of the results:

| <b>Vendor</b> | <b>Annual Ongoing Maintenance Cost</b> |
|---------------|----------------------------------------|
| Staygreen     | \$185,089.44 (\$15,424.12/month)       |
| Nova          | \$186,000.00 (\$15,500.00/month)       |
| Parkwood      | \$274,512.00 (\$22,876.00/month)       |

City staff conducted interviews with the three proposers, and after careful review, determined that Nova's proposal offers the most advantageous and suitable contractor for the City due to its relevant experience, comprehensive approach, competitive pricing, and familiarity with the property should they be awarded an agreement to complete the rehabilitation services. Ongoing maintenance, which City staff anticipate will only be necessary for six months in fiscal year 2025-2026, will commence upon the completion of the rehabilitation maintenance services. The first full year of ongoing maintenance is expected to begin in fiscal year 2026-2027 and will continue at least until the conclusion of fiscal year 2027-2028.

#### Suggested Approach for Rehabilitation and Ongoing Ball Field Maintenance Services

On May 20, 2025, the City Council approved a three-year Maintenance Services Agreement with Nova, effective July 1, 2025, for maintenance services of the City's trails and parks. As part of this agreement, the compensation structure includes an annual increase of 3.5% for the second and third years of the agreement.

Given Nova's established relationship with the City and its comprehensive understanding of the City's specific maintenance needs, City staff recommends amending the current Maintenance Services Agreement with Nova to optimize service delivery and ensure consistent maintenance of the City's parks and trails. The amendment will add the one-time rehabilitation services and the ongoing maintenance services afterwards of the PONY property to the original agreement's scope of work. The compensation amount for fiscal year 2025-2026 will increase by \$527,985 (\$334,985 for one-time rehabilitation services, \$100,000 for unforeseen irrigation repairs, and \$93,000 for six months of ongoing maintenance), for a total not-to-exceed amount of \$977,985 for fiscal year 2025-2026. Compensation increases in subsequent fiscal years account for the addition of ongoing maintenance of the PONY property.

Below is a table displaying the compensation increases by fiscal year related to the proposed amendment.

| <b>Revised Maintenance Services Agreement Compensation Amounts</b> |  |                  |                  |                  |
|--------------------------------------------------------------------|--|------------------|------------------|------------------|
|                                                                    |  | <b>FY 25-26</b>  | <b>FY 26-27</b>  | <b>FY 27-28</b>  |
| <b>Original Agreement Not-To-Exceed Amount</b>                     |  | <b>\$450,000</b> | <b>\$464,750</b> | <b>\$480,200</b> |
| Rehabilitation Services (one-time)                                 |  | \$334,985        | -                | -                |

|                                                |                  |                  |                  |
|------------------------------------------------|------------------|------------------|------------------|
| Unforeseen Irrigation Repair Budget (one-time) | \$100,000        | -                | -                |
| Ongoing Maintenance of PONY Property           | \$93,000*        | \$192,510        | \$199,248        |
| <b>Fiscal Year Compensation Increase</b>       | <b>\$527,985</b> | <b>\$192,510</b> | <b>\$199,248</b> |
| <b>Revised Agreement Not-To-Exceed Amount</b>  | <b>\$977,985</b> | <b>\$657,260</b> | <b>\$679,448</b> |

\*Accounts for only six months of maintenance services once the rehabilitation services are complete.

### General Demolition & Earth Services

The need for general demolition and earth services at the PONY property is also necessary to ensure the safety and usability of the property. The site includes two dilapidated modular buildings that pose safety hazards. In addition to the demolition of these buildings, services also involve the demolition of light poles and a scoreboard, clearing and grading the abandoned baseball field, and removing debris throughout the property. The proposed improvements will not only enhance the area's aesthetics but also provide a safer environment for visitors.

To address these necessary services, City staff conducted an informal solicitation, inviting three qualified contractors to submit proposals. The vendors who submitted proposals include:

- Bedrock Group, Inc. ("Bedrock")
- Roadway Engineering & Construction Corp. ("Roadway")
- Siterep Construction Services, Inc. ("Siterep")

The primary focus of the solicitation was to obtain time and material ("T&M") rates, which would allow City staff to develop a not-to-exceed budget for these services. This approach offers significant flexibility and cost control, ensuring that the City only pays for the actual time and materials utilized throughout the demolition, grading, and debris removal efforts.

Below is a comparison of the T&M rates submitted by each contractor.

| <b>Comparison of T&amp;M Rates</b> |             |                      |                      |                      |
|------------------------------------|-------------|----------------------|----------------------|----------------------|
| <b>Item</b>                        | <b>Unit</b> | <b>Bedrock Rates</b> | <b>Roadway Rates</b> | <b>Siterep Rates</b> |
| Skid Steer with Operator           | Hourly      | \$205                | \$200                | \$175                |
| Backhoe with Operator              | Hourly      | \$225                | \$220                | \$185                |
| Skip loader with Operator          | Hourly      | \$225                | \$200                | \$185                |

|                                   |              |                              |                              |                              |
|-----------------------------------|--------------|------------------------------|------------------------------|------------------------------|
| Laborer                           | Hourly       | \$120                        | \$118                        | \$115                        |
| Foreman                           | Hourly       | \$135                        | \$135                        | \$125                        |
| Excavator with Operators          | Hourly       | \$385                        | \$355                        | \$350                        |
| Mini-excavator with Operator      | Hourly       | \$205                        | \$200                        | \$175                        |
| General Clean-up (Debris Removal) | Hourly       | T&M                          | T&M                          | T&M                          |
| Concrete Removal                  | Sqft.        | \$10                         | T&M                          | \$6                          |
| Trenching                         | LF           | T&M                          | T&M                          | T&M                          |
| Streetlight and footing removal   | EA           | T&M                          | T&M                          | T&M                          |
| Chain Link Fence Removal          | LF           | T&M                          | T&M                          | T&M                          |
| Dump Fees                         | -            | Invoiced Amount + 15% markup | Invoiced Amount + 15% markup | Invoiced Amount + 15% markup |
| Trucking                          | Per Load     | \$550                        | \$600                        | \$500                        |
| Capping of underground water      | Per Location | T&M                          | T&M                          | T&M                          |
| Capping of underground gas        | Per Location | T&M                          | T&M                          | T&M                          |

After a thorough evaluation, City staff determined that Siterep Construction Services, Inc. offers the most cost-effective rates for completing the general demolition and earth services. Additionally, Siterep has experience working with the City on various projects, including the Canyon Loop Trail Improvements, Maple Hill Park Improvements, and Pantera Park Hardcourt Improvements.

Based on the rates submitted by Siterep, City staff have determined that a not-to-exceed budget of \$120,000 is sufficient to complete the general demolition and earth services. Services will be conducted simultaneously with rehabilitation maintenance services and surveying efforts, and are expected to be completed within six months.

### **Electrical and Lighting Maintenance Services**

City staff has also identified the need for electrical and lighting maintenance services to ensure power at the PONY property is functional and safe for public use.

The primary electrical need is to repair the existing electrical service line to provide

adequate power to the irrigation controllers and restroom facilities on the property. This infrastructure is critical not only for maintaining the landscape but also for providing essential safety features to visitors. Additionally, City staff also identified the need to replace the interior and exterior lighting of the restroom building with energy-efficient LED fixtures. This upgrade will enhance safety and visibility while reducing long-term energy costs, aligning with the City's strategic sustainability goals.

To complete these services, City staff recommends utilizing the City's existing electrical and lighting maintenance services contractor, Exterior Products Corporation ("Exterior"), due to their familiarity with the City's needs and requirements.

On June 17, 2025, the City Council approved the eighth amendment to the Vendor Services Agreement with Exterior, which provides a not-to-exceed compensation amount of \$190,000 for fiscal year 2025-2026 for services related to program banners, lighting maintenance, and electrical services.

City staff recommends amending the current agreement with Exterior to include the one-time electrical and lighting maintenance services for the PONY property to the original agreement's scope of work. This amendment would increase the compensation by \$67,195, bringing the total not-to-exceed amount to \$257,195 for fiscal year 2025-2026.

### **Fence Repairs**

As of June 2025, City staff have determined that fencing along the perimeter of the ball fields and batting cages requires repair. Wear and tear, coupled with environmental factors, have led to noticeable deterioration in the integrity of the fencing, necessitating repairs to ensure the safety and continued usability of these areas.

City staff has also identified the need to perform repairs of the fencing along the perimeter of the property, particularly on the northwest boundary. A section of chain-link fencing has been severely damaged and will necessitate not only repairs but possibly a complete replacement to restore its functionality, enhance security, and discourage unauthorized entry.

To better protect the PONY and Sunset Crossing properties, it may be necessary to consider extending and connecting the fence along the northwestern perimeter. This extension and connection would strengthen the boundaries, helping to keep these facilities safe and secure from unauthorized entry.

Given the ongoing discovery of fence repairs, City staff determined that it is best to fully assess all required repairs before hiring a specialized contractor to do the work. Therefore, City staff is requesting City Council approval for a \$150,000 budget for fence repairs. These funds will be used solely for essential repairs and will require a procurement process in accordance with the City's purchasing ordinance before a contractor is selected.



## Summary

While acquiring the PONY property presents a significant opportunity for future park development, the City will manage the property in its existing intended use as ball fields until a conceptual design can be brought to life. These maintenance services will restore the property to its original intent, ensuring the ball fields are playable and free of any hazards to ensure the safety of athletes and spectators. The PONY property will remain closed to the public while these efforts are underway, and City staff will conduct outreach to neighboring property owners regarding the maintenance work at the property.

Additionally, as maintenance work progresses at the property, staff anticipates encountering unforeseen issues that may require the assistance of a specialized contractor or the purchase of parts and/or equipment. Therefore, in addition to the maintenance services previously mentioned, City staff is seeking City Council approval for a \$100,000 budget to address any unforeseen issues that may arise. These funds will only be used when necessary and will require City staff to engage in a procurement process in accordance with the City's purchasing ordinance before selecting a contractor or purchasing parts and/or equipment.

The following is a summary of the necessary maintenance services to restore the PONY property to its intended use as ball fields. While the not-to-exceed maintenance services budget is \$994,425 to complete the work, there is a possibility of cost savings if unforeseen irrigation repairs and/or unforeseen issues are less than staff anticipates.

| <b>Summary of Maintenance Services</b>                 |               |                  |
|--------------------------------------------------------|---------------|------------------|
| <b>Service</b>                                         | <b>Vendor</b> | <b>Cost</b>      |
| Professional Land Surveying (one-time)                 | Dudek         | \$29,245         |
| Rehabilitation Services (one-time)                     | Nova          | \$334,985        |
| Unforeseen Irrigation Repairs (one-time)               | Nova          | \$100,000        |
| Ongoing Maintenance                                    | Nova          | \$93,000*        |
| General Demolition and Earth Services (one-time)       | Siterep       | \$120,000        |
| Electrical and Light Maintenance Services (one-time)   | Exterior      | \$67,195         |
| Fence Repairs Budget (one-time)                        | TBD           | \$150,000        |
| Unforeseen Issues Budget (one-time)                    | TBD           | \$100,000        |
| <b>Total Maintenance Services Budget Not-to-Exceed</b> |               | <b>\$994,425</b> |

\*Accounts for only six months of maintenance services once the rehabilitation services are complete

**LEGAL REVIEW:**

The City Attorney has reviewed and approved the agreements and amendments as to form.

**PREPARED BY:**

Alex Batres, Management Analyst

7/15/2025

**REVIEWED BY:**

Jason Williams, Maintenance Supervisor

7/2/2025



David G. Liu, Public Works Director/City Engineer

7/3/2025



Ryan McLean, Assistant City Manager

7/7/2025



Jason Jacobsen, Finance Director

7/7/2025



Kristina Santana, City Clerk

7/8/2025



Daniel Fox, City Manager

7/10/2025

**Attachments:**

1. 5.4.a Consulting Services Agreement - Dudek
2. 5.4.b 1st Amendment - Nova Landscape Group
3. 5.4.c Public Works Agreement - Siterep Construction Services, Inc.
4. 5.4.d 9th Amendment - Exterior Products Corporation

## **CONSULTING SERVICES AGREEMENT**

### **Design Professional**

THIS AGREEMENT (the "Agreement") is made as of July 15, 2025 by and between the City of Diamond Bar, a municipal corporation ("City") and Dudek, a California corporation ("Consultant").

#### **1. Consultant's Services.**

Subject to the terms and conditions set forth in this Agreement Consultant shall provide to the reasonable satisfaction of the City the completion of Professional Land Surveying Services set forth in the attached Scope of Work attached hereto as Exhibit "A" in accordance with Consultant's Proposal, dated February 6, 2025, attached hereto as Exhibit "B." Exhibits "A" and "B" are hereby incorporated into this Agreement by reference as if set forth in full herein. As a material inducement to the City to enter into this Agreement, Consultant represents and warrants that it has thoroughly investigated the work and fully understands the difficulties and restrictions in performing the work. Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

Jason Williams (Maintenance Supervisor) (herein referred to as the "City's Project Manager"), shall be the person to whom the Consultant will report for the performance of services hereunder. It is understood that Consultant shall coordinate its services hereunder with the City's Project Manager to the extent required by the City's Project Manager, and that all performances required hereunder by Consultant shall be performed to the satisfaction of the City's Project Manager and the City Manager

**2. Term of Agreement.** This Agreement shall take effect **July 15, 2025**, and shall continue until June 30, 2026 ("Term"), unless earlier terminated pursuant to the provisions herein.

**3. Compensation.** City agrees to compensate Consultant for each service which Consultant performs to the satisfaction of City in compliance with the scope of services set forth in Exhibit "A". Payment will be made only after submission of proper invoices in the form specified by City. Total payment to Consultant pursuant to this Agreement shall not exceed twenty-nine thousand two hundred forty-five dollars and zero cents (\$29,245.00) without the prior written consent of the City. The above not to exceed amount shall include all costs, including, but not limited to, all clerical, administrative, overhead, telephone, travel and all related expenses.

#### **4. Payment.**

A. As scheduled services are completed, Consultant shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

B. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent, and any extra work performed.

C. City will pay Consultant the amount properly invoiced within 35 days of receipt, but may withhold 30% of any invoice until all work is completed, which sum shall be paid within 35 days of completion of the work and receipt of all deliverables.

D. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

**5. Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefore have been previously authorized in writing and approved by the City Manager or his designee as an amendment to this Agreement. The amendment shall set forth the changes of work, extension of time, if any, and adjustment of the fee to be paid by City to Consultant.

**6. Priority of Documents.** In the event of any inconsistency between the provisions of this Agreement and any attached exhibits, the following order of precedence shall apply: (a) this Agreement; (b) the Scope of Work (Exhibit "A"); and (c) Consultant's Proposal (Exhibit "B").

**7. Status as Independent Contractor.**

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal, State agency, including the Public Employee Retirement System, regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Consultant, its employees or subconsultants, then Consultant agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with Workers' Compensation laws regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable Worker's Compensation laws.

D. Consultant shall, at Consultant's sole cost and expense fully secure and comply with all federal, state and local governmental permit or licensing requirements, including but not limited to a business license with the City of Diamond Bar.

E. In addition to any other remedies it may have, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification required by this Agreement or for any amount or penalty levied against the City for Consultant's failure to comply with this Section.

**8. Standard of Performance.** Consultant shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions and represents that it and any subcontractors it may engage, possess any and all licenses which are required to perform the work contemplated by this Agreement and shall maintain all appropriate licenses during the performance of the work.

**9. Indemnification.** To the maximum extent permitted by Civil Code section 2782.8, Consultant shall defend, indemnify and hold harmless City, its officers, officials, employees and volunteers ("Indemnitees") from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with:

(1) Any and all claims under Worker's Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's contractors;

(2) Any and all claims arising out of Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the Indemnitees. Except for the Indemnitees, this Agreement shall not be construed to extend to any third-party indemnification rights of any kind; and

(3) Any and all claims for loss, injury to or death of persons or damage to property caused by the negligent professional act or omission in the performance of professional services pursuant to this Agreement.

(4) The Consultant's obligations to indemnify, defend and hold harmless the City shall survive termination of this Agreement.

Notwithstanding the foregoing, with respect to any professional liability claim or lawsuit, this indemnity does not include providing the primary defense of City, provided, however, Consultant shall be responsible for City's defense costs to the extent such costs are incurred as a result of Consultant's negligence, recklessness or willful misconduct.

## 10. Insurance.

A. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company authorized to do business in the State of California and approved by the City the following insurance:

(1) a policy or policies of broad-form comprehensive general liability insurance written on an occurrence basis with minimum limits of \$1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) property damage insurance with a minimum limit of \$500,000.00 per occurrence;

(3) automotive liability insurance written on an occurrence basis covering all owned, non-owned and hired automobiles, with minimum combined single limits coverage of \$1,000,000.00;

(4) Worker's Compensation insurance when required by law, with a minimum limit of \$500,000.00 or the amount required by law, whichever is greater; and

(5) Professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a combined single limit of \$1,000,000. If such insurance is on a claims' made basis, Consultant agrees to keep such insurance in full force and effect for at least five years after termination or date of completion of this Agreement.

B. The City, its officers, employees, agents, and volunteers shall be named as additional insureds on the policies as to comprehensive general liability, property damage, and automotive liability. The policies as to comprehensive general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the City shall be excess insurance only.

C. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City ten (10) day's prior written notice thereof. Consultant agrees that it will not cancel, reduce or otherwise modify the insurance coverage and in the event of any of the same by the insurer to immediately notify the City.

D. All policies of insurance shall cover the obligations of Consultant pursuant to the terms of this Agreement and except for professional liability insurance, shall be issued by an insurance company which is authorized to do business in the State of California or which is approved in writing by the City; and shall be placed have a current A.M. Best's rating of no less than A-, VII. In the case of professional liability insurance, such coverage shall be issued by companies either licensed or admitted to conduct

business in the State of California so long as such insurers possesses the aforementioned Best's rating.

E. Consultant shall submit to City (1) insurance certificates indicating compliance with the minimum insurance requirements above, and (2) insurance policy endorsements or a copy of the insurance policy evidencing the additional insured requirements in this Agreement, in a form acceptable to the City.

F. Self-Insured Retention/Deductibles. All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Consultant (as the named insured) should Consultant fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Consultant's due to such failure in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Consultant for breach of this Agreement in addition to any other damages incurred by City due to the breach.

G. Subrogation. With respect to any Workers' Compensation Insurance or Employer's Liability Insurance, the insurer shall waive all rights of subrogation and contribution it may have against the Indemnitees.

H. Failure to Maintain Insurance. If Contractor fails to keep the insurance required under this Agreement in full force and effect, City may take out the necessary insurance and any premiums paid, plus 10% administrative overhead, shall be paid by Consultant, which amounts may be deducted from any payments due Consultant.

I. Consultant shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the City for review and approval. All insurance for subcontractors shall be subject to all of the requirements stated herein.

**11. Confidentiality.** Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant prepares reports of a proprietary nature specifically for and in connection with certain projects, the City shall not, except with Consultant's prior written consent, use the same for other unrelated projects.



**12. Ownership of Materials.** Except as specifically provided in this Agreement, all materials provided by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may, however, make and retain such copies of said documents and materials as Consultant may desire.

**13. Maintenance and Inspection of Records.** In accordance with generally accepted accounting principles, Consultant and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. The City and any of their authorized representatives shall have access to and the right to audit and reproduce any of Consultant's records regarding the services provided under this Agreement. Consultant shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Consultant agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from the City, and copies thereof shall be furnished if requested.

**14. Conflict of Interest.**

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of hardware or software to City as a result of the performance of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

**15. Termination.** The City may terminate this Agreement with or without cause upon fifteen (15) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the fifteenth (15th) day following mailing of the notice. In the event of such termination, City agrees to pay Consultant for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, unless the notice provides otherwise, except those services reasonably necessary to effectuate the termination. The City shall be not liable for any claim of lost profits. Consultant may stop work and/or terminate this Agreement upon 10 days' written notice to City in the event City is in breach of any provision of this Agreement, and City fails to cure such breach during such 10-day period.



**16. Personnel/Designated Person.** Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services

**17. Non-Discrimination and Equal Employment Opportunity.**

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

**18. Time of Completion.** Consultant agrees to commence the work provided for in this Agreement within (5) days of being notified by the City to proceed and to diligently prosecute completion of the work within the time frame agreed to by and between the Project Manager and the Consultant.

**19. Time Is of the Essence.** Time is of the essence in this Agreement. Consultant shall do all things necessary and incidental to the prosecution of Consultant's work.

**20. Reserved.**

**21. Delays and Extensions of Time.** Consultant's sole remedy for delays outside its control shall be an extension of time. No matter what the cause of the delay, Consultant must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Consultant's control. If Consultant believes that delays caused by the City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost within 10 days of the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount absent a written amendment to this Agreement. In no event shall the

Consultant be entitled to any claim for lost profits due to any delay, whether caused by the City or due to some other cause.

**22. Assignment.** Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

**23. Compliance with Laws.** Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.

**24. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

**25. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

**26. Mediation.** Any dispute or controversy arising under this Agreement, or in connection with any of the terms and conditions hereof, which cannot be resolved by the parties, may be referred by the parties hereto for mediation. A third party, neutral mediation service shall be selected, as agreed upon by the parties and the costs and expenses thereof shall be borne equally by the parties hereto. The parties agree to utilize their good faith efforts to resolve any such dispute or controversy so submitted to mediation. It is specifically understood and agreed by the parties hereto that mutual good faith efforts to resolve the same any dispute or controversy as provided herein, shall be a condition precedent to the institution of any action or proceeding, whether at law or in equity with respect to any such dispute or controversy.

**26. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during regular business hours or by facsimile before or during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

**"CONSULTANT"**

Dudek  
225 South Lake Avenue, Suite M210  
Pasadena, CA 91101  
Attn.: Steven Hochart  
Phone: 808-202-0022  
E-Mail: [shochart@dudek.com](mailto:shochart@dudek.com)

**"CITY"**

City of Diamond Bar  
21810 Copley Drive  
Diamond Bar, CA 91765-4178  
Attn.: Jason Williams  
Phone: 909-839-7059  
E-mail: [jwilliams@diamondbarca.gov](mailto:jwilliams@diamondbarca.gov)

**28. Governing Law.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

**29. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

**30. Entire Agreement.** This Agreement, and any other documents incorporated herein by reference, represent the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by a person duly authorized to do so under the City's Purchasing Ordinance.

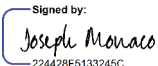
IN WITNESS of this Agreement, the parties have executed this Agreement as of the date first written above.

"Consultant"

"City"

DUDEK

CITY OF DIAMOND BAR

By:   
 Printed Name: Joseph Monaco  
 Title: President/CEO

By: \_\_\_\_\_  
 Daniel Fox, City Manager

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

ATTEST:  
 \_\_\_\_\_  
 Kristina Santana, City Clerk

Approved as to form:

By:   
 Omar Sandoval, City Attorney

**\*NOTE:**

- *If Consultant is a corporation, the City requires the following signature(s):*  
 (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*

## EXHIBIT “A”

## SCOPE OF WORK

The successful Consultant, at a minimum, must provide all instruments, equipment, tools, personnel, and supervision required to provide the land surveying services below.

### PART I – BOUNDARY/PROPERTY LINE SURVEY

The Consultant shall conduct a detailed boundary survey, using precise measuring techniques, to identify and establish the property lines of the PONY Property located at 22601 Sunset Crossing Road, Diamond Bar, CA 91765, APN 8718-005-005 & -006 and the Sunset Crossing Property located at 22555 Sunset Crossing Road, Diamond Bar, CA 91765, APN 8718-005-900 and 8718-005-901. The Consultant shall exercise independent, professional judgment and innovation in performance of any services or tasks listed herein. At a minimum, the Consultant shall:

- Review available property records and other relevant documents.
- Identify, verify, and locate any existing boundary markers, natural features, and other relevant site conditions.
- Verify that boundaries align with existing legal descriptions and recorded documents.
- Produce a detailed boundary line survey map that clearly illustrates the property boundaries and area calculations.
- Mark property corners with permanent markers. Permanent markers must be installed every 100 ft. along the eastside property line of the PONY Property adjacent to the homes on Big Falls Drive.
- Provide digital copies of all survey documentation, including the boundary line map in a PDF and Geographic Information System ("GIS") shapefile/layer format.

### PART II – UTILITY SURVEY

The Consultant must conduct a detailed utility survey to identify the types and locations of all above-ground and underground utilities within the PONY Property and the Sunset Crossing Property. The Consultant shall exercise independent, professional judgment and innovation in performance of any services or tasks listed herein. At a minimum, the Consultant shall:

- Review available public records and utility maps from local utility companies and as-built drawings to gather historical data about existing utility installations.
- Conduct a visual inspection to document all above-ground utilities, including poles, conduits, meters, and other visible installations.
- Record the location, condition, and type of each utility identified during the survey.

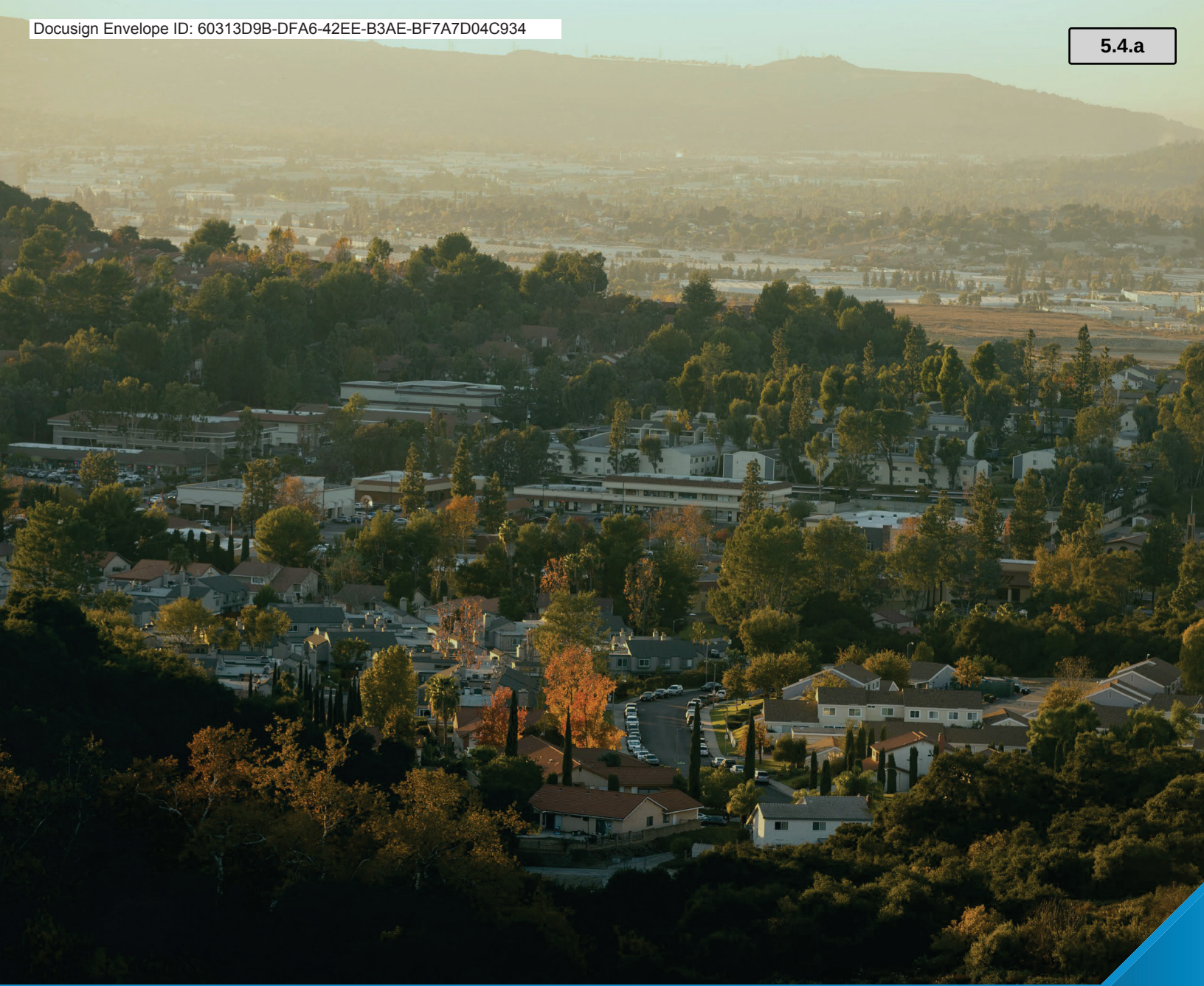
- Utilize utility locating technologies such as electromagnetic locators, ground-penetrating radars, and other non-invasive methods to identify subsurface utilities.
- Accurately locate and map existing underground utilities, including water, sewer, gas, electricity, and telecommunications.
- Produce a detailed utility survey map that includes above-ground and underground utilities, including valve locations, and distinguishes between different utility types, locations, depths, and conditions. Utility survey map must also include utilities within the sidewalk adjacent to the properties.
- Provide digital copies of all survey documentation, including the utility map in a PDF and GIS shapefile/layer format.

### **PART III – SPECIFIC REQUIREMENTS**

All work must be performed under the direction of a Registered Land Surveyor in the State of California. The surveyor must maintain professional licenses required by the laws of the State of California at all times while under contract with the City.

## EXHIBIT “B”





PROPOSAL

# PROFESSIONAL LAND SURVEYING SERVICES

**CITY OF DIAMOND BAR**

FEBRUARY 6, 2025

225 South Lake Avenue, Suite M210 / Pasadena, CA 91101 / 626.204.9800

**DUDEK**

Packet Pg. 66



## A. Cover Letter

February 6, 2025

City of Diamond Bar  
City Manager's Office  
Attn: Alex Batres  
1810 Copley Drive  
Diamond Bar, California 91765

**Subject: Professional Land Surveying Services**

Dear Alex Batres:

Dudek is well qualified to conduct boundary and utility surveys for the City of Diamond Bar (City). We are well equipped to offer the following services:

- American Land Title Association (ALTA)/  
National Society of Professional Surveyors  
(NSPS) Surveys
- Civil Design Topographic Surveys
- Aerial Lidar
- Orthoimagery
- Planimetrics
- Utility Research
- Boundary Surveys
- As-Built Surveys
- Lot Line Adjustments
- Legal Descriptions
- Records of Survey
- Corner Records
- Underground Utility Locating

## Firm Background

Dudek was founded in 1980 in Encinitas, California, as a small civil engineering consulting practice working for municipal wastewater agencies and private land developers in San Diego County. The firm steadily grew its civil engineering practice through the 1980s, expanding throughout Southern California.

In 1990, the firm started an environmental practice in response to expanding state and federal environmental regulations. Primarily through organic growth and limited acquisitions of small firms, Dudek has grown to an 800-plus person, multidisciplinary environmental and engineering firm with offices throughout the United States. Dudek is ranked as one of the Top 125 U.S. Environmental Firms (Engineering News-Record, 2024). Joseph Monaco serves as president and CEO.



## Dudek Advantages

**Licensed, Qualified Staff.** The project team will be led by Principal-in-Charge Steven Hochart, who brings decades of experience providing customized survey solutions for small- to medium-sized municipalities. The team assembled for this contract includes highly skilled professionals, such as California licensed surveyors and civil engineers, computer-aided design technicians, geographic information system (GIS) analysts, survey field technicians, and uncrewed aerial vehicle (UAV) operators. Each team member has extensive experience in their respective disciplines, ensuring the highest level of expertise and service for City projects.

**Similar Projects for Public- and Private-Sector Clients.** Dudek successfully delivers survey services, including ALTA/NSPS, boundary, civil design topographic, utility locating, and Americans with Disabilities Act surveys for municipalities and state, federal, and private developers. We have vast experience in delivering quality products on schedule for municipalities with a similar size as the City. Our survey team will respond quickly to requests and task orders to meet deadlines. Our client-centered approach will provide the City with daily updates and recommendations as the project progresses. Dudek’s vast experience with on-call municipal contracts equips us with a deep understanding of the necessity for precise, design-ready deliverables.

**Proven, Accurate Technology Solutions.** We pride ourselves on developing innovative solutions to each project to create the most cost-effective and accurate product. We were an early adopter of UAV technology and have been delivering UAV projects for a diverse set of public- and private-sector clients since 2014. The range of UAV services delivered from our qualified team includes lidar, photogrammetry, multispectral imagery, thermal imagery, high-resolution video, magnetometry, bathymetric lidar, and the full range of UAV platforms. Dudek has earned a silver designation with Esri’s partner network, providing a range of ArcGIS solutions for public- and private-sector clients. Dudek pioneered a hybrid approach for large mapping efforts utilizing the speed of airborne remote-sensing technologies in conjunction with the accuracy provided with traditional survey services. Dudek’s GIS team provides highly accurate linework and planimetric solutions to large urban environments from aerial data, which results in a significant reduction in fieldwork.

We look forward to the opportunity to work with the City on this contract. This proposal is valid for 180 days from the date of submission. If there are any questions or follow-up needed about our qualifications, please contact Mapping and Surveying Practice Director and Principal-in-Charge Steven Hochart at 808.202.0022 or [shochart@dudek.com](mailto:shochart@dudek.com).

Sincerely,

  
**Joseph Monaco**  
President/CEO

*Joseph Monaco is authorized to sign on behalf of Dudek. He is authorized to bind Dudek.*

  
**Steven Hochart**  
Principal-in-Charge

**DUDEK AT A GLANCE**

- *Multidisciplinary environmental and engineering services*
- *21 offices*
- *800+ employees*
- *100% employee-owned*
- *Top 125 U.S. Environmental Firms (Engineering News-Record, 2024)*

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## APPENDIX

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## B. Project Team

The proposed Dudek team exceeds the qualifications needed to conduct services under each category of this contract. In addition, we hold the necessary licenses to perform the work. We have assembled a team that can mobilize quickly for new projects, saving the City time and money with reduced travel costs.

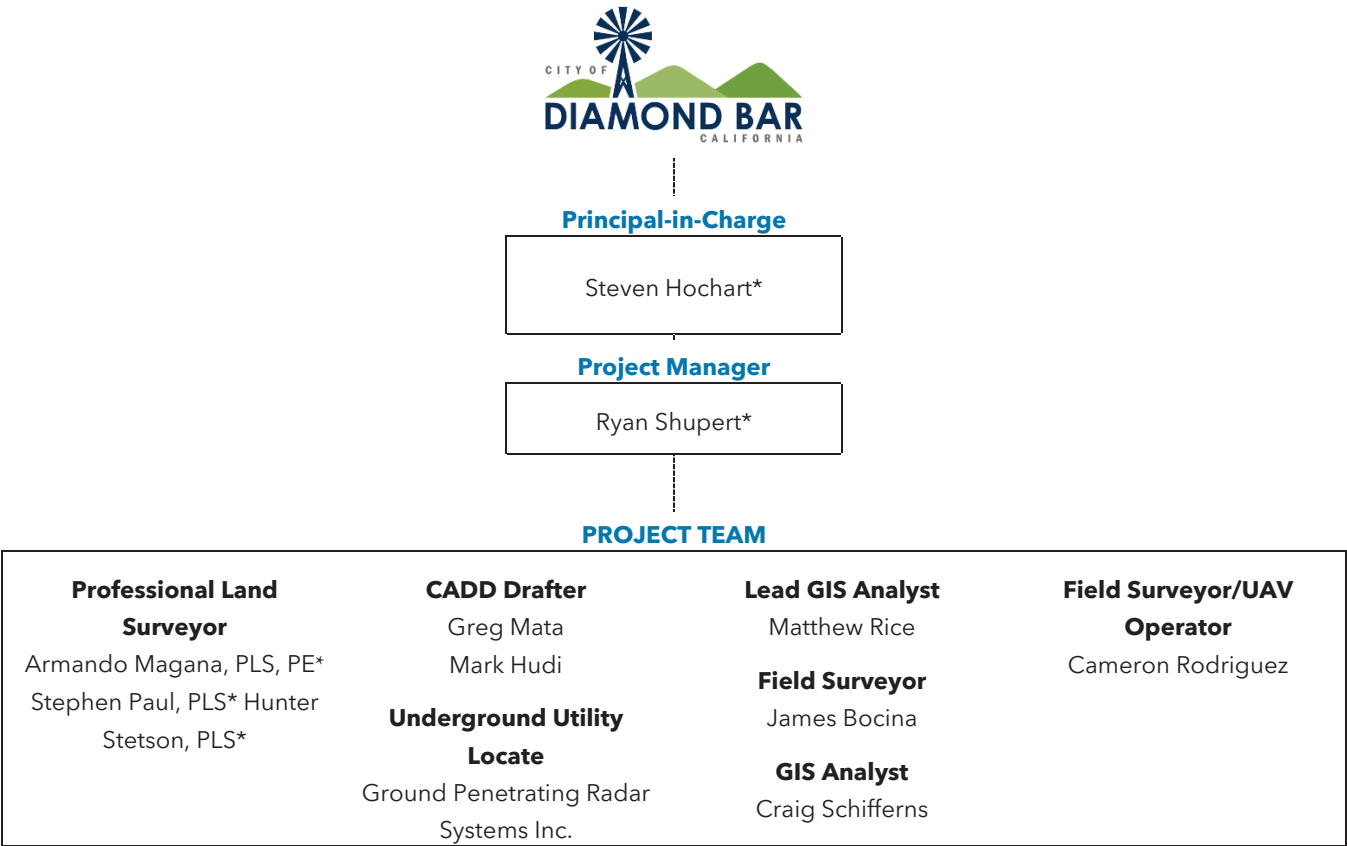
The team specifically chosen for this project will consist of highly qualified personnel. Each member of the team brings the specialized skills and experience necessary to ensure the successful completion of the project. Given the team members' current workloads, we anticipate that they will be able to efficiently manage their responsibilities for this project, providing the necessary commitment and expertise to achieve the project's goals within the stipulated time frame with the capacity to dedicate 100% of their time to City projects. Additionally, our firm is equipped with the flexibility to increase the number of employees dedicated to this project based on the City's needs. This scalability ensures that we can adapt to any changes in project scope or deadlines, providing additional resources as required to meet the City's expectations and maintain project momentum.

Dudek has partnered with Ground Penetrating Radar Systems Inc. to strengthen the project team and provide underground utility locating expertise.

Dudek will notify the City if there are any changes in personnel during the contract period and will furnish the same required information for review and approval.

Figure 1 outlines proposed lines of communication for this contract and is followed by qualifications for primary personnel in Table 1. Key staff in the organization chart are indicated with an asterisk (\*). Full resumes for key staff can be found in Appendix A.

Figure 1. Dudek Team Organization



**Table 1. Key Staff Qualifications**

| Name, Role, Education, Certifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Relevant Experience                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Name:</b> Steven Hochart</p> <p><b>Title:</b> Principal in Charge</p> <p><b>Education:</b> University of California, Santa Barbara, BA, Geography (Environmental Studies emphasis)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <ul style="list-style-type: none"> <li>City of La Cañada Flintridge On-Call Surveying, La Cañada Flintridge, California</li> <li>South Coast Water District On-Call Surveying, Laguna Beach, California</li> <li>Ben Clark Training Center American Land Title Association (ALTA)/National Society of Professional Surveyors (NSPS) Survey, Riverside, California</li> <li>As-Built Transmission Line Survey, K-Line Hardening, Imperial Irrigation District, Coachella Valley, California</li> </ul>                            |
| <p><b>Name:</b> Hunter Stetson</p> <p><b>Title:</b> Survey Manager</p> <p><b>Education:</b> California State University, Fresno, BA Geomatic Engineering</p> <p><b>Certifications:</b> California Professional Land Surveyor No. 9737</p> <p><b>Role:</b> Surveyor of Record</p>                                                                                                                                                                                                                                                                                                                                                                              | <ul style="list-style-type: none"> <li>As-Built Transmission Line Survey, 92-kV H-Line, Imperial Irrigation District, Indio, California</li> <li>As-Built Transmission Line Survey, K-Line Hardening, Imperial Irrigation District, Coachella Valley, California</li> <li>Cobb Mountain CHP Tower Topographic and Boundary Survey, Cobb Mountain, California</li> <li>Hinman Dam Topographic and Hydrographic Survey, Yountville, California</li> </ul>                                                                          |
| <p><b>Name:</b> Armando Magana</p> <p><b>Title:</b> Surveying Task Lead</p> <p><b>Education:</b> California Polytechnic State University, San Luis Obispo, BS, Civil Engineering</p> <p><b>Certifications:</b> Professional Civil Engineer, California No. 59563; Licensed Land Surveyor, California LS 8232</p> <p><b>Role:</b> Boundary Review</p>                                                                                                                                                                                                                                                                                                          | <ul style="list-style-type: none"> <li>City of La Cañada Flintridge On-Call Surveying, La Cañada Flintridge, California</li> <li>South Coast Water District On-Call Surveying, Laguna Beach, California</li> <li>Ben Clark Training Center ALTA/NSPS Survey, Riverside, California</li> <li>Las Hermanas ALTA/NSPS and Topographic Survey, Compton, California</li> </ul>                                                                                                                                                        |
| <p><b>Name:</b> Ryan Shupert</p> <p><b>Title:</b> Project Manager</p> <p><b>Education:</b> Liberty University BS, Aeronautics (Uncrewed Aerial Systems emphasis)</p> <p><b>Certifications:</b> Federal Aviation Administration Remote Pilot Certification, Part 107, Small Unmanned Aircraft, 2016, No. 3940189; Private Pilot, Airplane Instrument Rating, No. 3858922; North Carolina Department of Transportation UAS Commercial Operator Permit, 2023, No. C0018405; Transport Canada Small Remotely Piloted Aircraft System, Visual Line of Site, Basic Operators, 2024, No. PC2305318756</p> <p><b>Role:</b> Client Representative, Budget Tracking</p> | <ul style="list-style-type: none"> <li>City of La Cañada Flintridge On-Call Surveying, La Cañada Flintridge, California</li> <li>South Coast Water District On-Call Surveying, Laguna Beach, California</li> <li>As-Built Transmission Line Survey, 92-kV H-Line, Imperial Irrigation District, Indio, California</li> <li>Ben Clark Training Center ALTA/NSPS Survey, Riverside, California</li> <li>As-Built Transmission Line Survey, K-Line Hardening, Imperial Irrigation District, Coachella Valley, California</li> </ul> |
| <p><b>Name:</b> Stephen Paul</p> <p><b>Title:</b> Professional Land Surveyor</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <ul style="list-style-type: none"> <li>Board of Water Supply Utility Mapping, Honolulu Board of Water Supply, Honolulu, Hawai'i</li> <li>Hawaiian Telecom Civil Design Topographic Surveys, R.M. Towill, Oahu, Hawai'i</li> </ul>                                                                                                                                                                                                                                                                                                |

Table 1. Key Staff Qualifications

| Name, Role, Education, Certifications                                                                                                                                                                                                                                                                                                                                                            | Relevant Experience                                                                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Education:</b> North Carolina Society of Surveyors Institute at North Carolina State University; Certificate of Graduation, Specialized Surveying Curriculum</p> <p><b>Certifications:</b> Professional Land Surveyor (PLS), HA No. LS-12526</p> <p>Registered Land Court Surveyor, HA No. 370</p> <p>PLS, Guam No. 079</p> <p>PLS, NC No. L3340</p> <p><b>Role:</b> Survey Data QA/QC</p> | <ul style="list-style-type: none"><li>▪ As-Built Transmission Line Survey, 92-kV H-Line, Imperial Irrigation District, Indio, California</li><li>▪ Ben Clark Training Center ALTA/NSPS Survey, Riverside, California</li></ul> |



## C. Firm's Experience/References

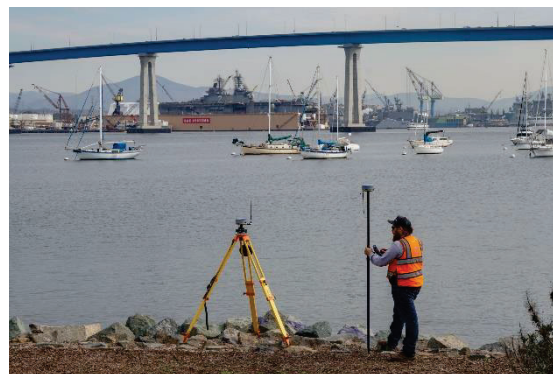
Dudek brings decades of experience delivering reliable and precise surveying services to support a wide range of public agency needs. Our team specializes in construction verification, construction staking, land surveying, and topographic surveys, ensuring accurate data collection and compliance with project specifications. We excel in establishing control points, preparing legal descriptions and plats for easements, and resolving boundary issues, all while providing high-quality deliverables tailored to client requirements. The Dudek team understands the complexities of land surveying in California. All land survey work will be conducted by a licensed California Land Surveyor and will be in conformance with the California Professional Land Surveyor's Act. Our team is well versed in a variety of survey services to provide the City with solutions that are cost-effective and delivered on time. We specialize in the utilization of uncrewed aerial vehicle (UAV) technology when appropriate to streamline project deliverables and create a cost-competitive solution for our clients. Our experience includes completing survey tasks for water districts, state and local jurisdictions, utility providers, and private developer

Our services also include preparing record drawings, plot plans, and documents for lot line adjustments or consolidations, all in adherence to applicable agency standards. By leveraging advanced technology and proven methodologies, Dudek ensures efficient and effective execution of on-call tasks, such as verifying facilities, determining right-of-way (ROW) limits, and preparing topographic maps. With a focus on quality, accuracy, and client collaboration, Dudek is well equipped to provide the dependable surveying support the City of Diamond Bar requires.

### Land Surveying

Dudek's surveying team is composed of highly experienced professionals, including licensed California land surveyors, computer-aided design (CAD) drafters, survey crew chiefs, UAV operators, and geographic information system (GIS) analysts. This diverse expertise ensures that every project benefits from a combination of technical skill, industry knowledge, and precision. Our personnel are dedicated to delivering accurate and timely results, leveraging their extensive experience to meet the unique requirements of each project.

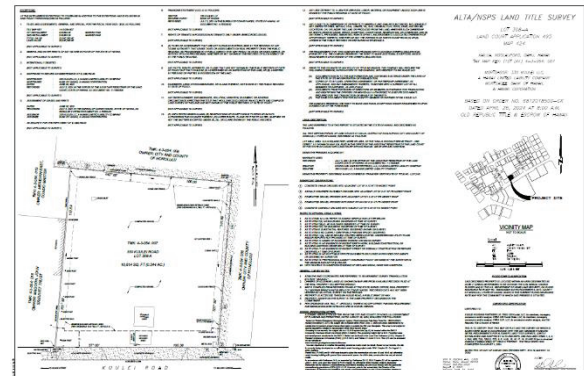
We employ a blend of traditional survey methods and advanced technologies to provide comprehensive surveying solutions. Our capabilities include terrestrial scanning, UAV lidar, photogrammetry, and planimetrics, allowing us to collect and analyze data with exceptional accuracy and efficiency. These tools, combined with our commitment to quality and innovation, enable Dudek to deliver reliable and cost-effective surveying services tailored to the needs of the City.



## ALTA/NSPS SURVEYS

Dudek has extensive experience conducting ALTA/NSPS surveys throughout California, providing essential information for property transactions, due diligence, and development planning. Our team of licensed surveyors ensures that every ALTA/NSPS survey adheres to the strict national standards required for real estate transfers, financing, and title insurance. These surveys include comprehensive documentation of property boundaries, easements, encroachments, and improvements, offering clarity and security for all parties involved in a real estate transaction.

We understand that each property and project presents its own set of challenges, from complex legal descriptions to site-specific conditions. Our team works closely with property owners, title companies, and legal professionals to ensure that all aspects of the survey meet the client's needs and comply with local and state regulations. Dudek expertise spans both urban and rural environments, and we utilize state-of-the-art equipment and technology, including GPS, total stations, and UAVs, to gather accurate and precise data.

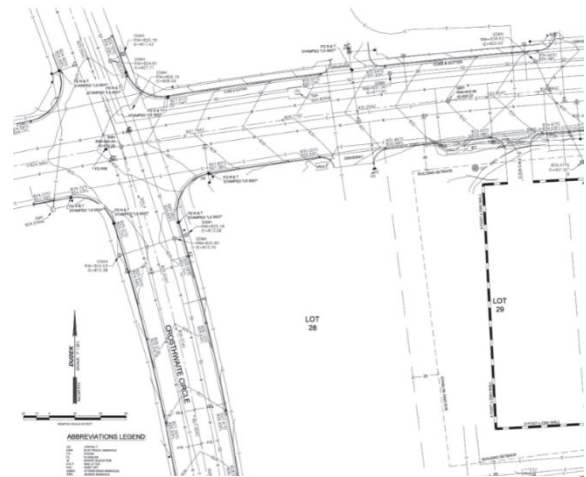


*ALTA/NSPS Survey*

## TOPOGRAPHIC SURVEYS

Dudek evaluates the needs of each project to determine the most effective and efficient ways to achieve desired results. Dudek will work with the City to identify the unique needs and requirements for each project and will select the most appropriate tools and technologies, depending on the specific requirements and limitations of each task. The licensed professional surveyors within our team have decades of experience using GPS, conventional and terrestrial equipment, and newer technologies, such as UAV lidar, to acquire topographic data. We are highly experienced in all types of topographic surveying, including the following:

- Civil design surveys for construction and design purposes
- Aerial lidar surveys
- Cross-section and profiling for rivers, streams, and canals
- Hybrid topographic surveys (aerial lidar or photogrammetric mapping used in conjunction with ground-based techniques)



*Civil Design Topographic Survey*

## BOUNDARY SURVEYS

The key to providing and performing land boundary surveys is to perform the proper research, fieldwork, proper judgment, and analysis of the information. The Dudek team performs boundary surveys on a variety of projects across California and North America. The boundary surveys show the locations of property boundaries, as well as gaps and overlaps between properties. The surveys also display the proximity of improvements to property lines

and encroachments across property lines. During the boundary surveys, our licensed land surveyors will stake the property corners and/or property lines in the field as needed. Accurately completing boundary surveys requires a clear understanding of the California property cadastral system.

## **CONSTRUCTION STAKING**

Dudek can generate accurate as-built drawings of facilities. All surveys are integrated with local controls and site monuments to tie the surveys to existing engineering design drawings. In addition to as-built verification, Dudek performs construction staking activities to include the preparation of survey notes, cut/fill notes, staking for rough grade, finish grade, final staking position notes, as-built surveys, and other services as may be necessary to meet the City's or its contractors' construction schedule. Construction staking may also include horizontal control, vertical control, clearing, grading, utility, structure, ROW, monitoring, and as-builts.

While completing work, we ensure that a field crew will be on site setting stakes within 48 hours' receipt of a staking request. Initial calculations will be performed in the office to address potential questions and/or plan discrepancies that arise, thus eliminating downtime in the field. The field packages provided to our crews allow them the flexibility to adjust reference stakes in the field and on the fly to accommodate existing field conditions and avoid delays. All points staked will be recorded for both the horizontal and vertical position, and will be available for submittal upon request.

Our team will coordinate directly with the resident engineer and the contractor to ensure that all services are completed to the accuracy standards needed for the work and will help resolve any construction staking issues. We are comfortable working with contractors that employ Automated Machine Guidance technology, and we are ready to assist the City and its contractors in the effective use of 3D digital terrain models for efficient project delivery.

## **CORNER RECORDS**

The Dudek team of licensed land surveyors is proficient in preparing and filing Corner Records in compliance with the California Land Surveyors Act and local county ordinances. Corner Records are essential for documenting the reestablishment or verification of property corner monuments, which are used to define the boundaries of land parcels. These records play a critical role in preserving the integrity of boundary monuments, particularly when they have been disturbed, relocated, or replaced.

Our surveyors follow a rigorous process to ensure that all Corner Records are precise, complete, and legally sound. This includes conducting field surveys to locate, verify, or reestablish boundary monuments using a combination of traditional surveying methods and advanced technology, such as GPS and total stations. Once the fieldwork is complete, we prepare the necessary documentation, ensuring that each Corner Record includes all required information, such as monument descriptions, bearings, distances, and references to relevant Records of Survey or deeds.

Dudek has extensive experience filing Corner Records for a wide range of projects throughout California, including urban redevelopment, infrastructure projects, and land subdivisions. By adhering to state and local regulations, we ensure that each Corner Record is properly documented and submitted to the appropriate county agencies. Our thorough approach helps protect property boundaries and provides an official, publicly accessible record that benefits both property owners and future land surveys.

Whether reestablishing a lost monument or verifying an existing one, Dudek's expertise in Corner Records ensures that land boundaries are accurately preserved and legally recognized.

## **RECORDS OF SURVEY**

The Dudek team of licensed professional land surveyors has decades of experience preparing and filing Records of Survey in accordance with California's stringent legal and regulatory requirements. A Record of Survey provides a detailed depiction of property boundaries, easements, and monumentation, offering a clear representation of land ownership and property limits. These surveys are critical for resolving boundary disputes, confirming property lines, and documenting significant changes to land parcels.

Our team works meticulously to ensure that each Record of Survey meets the highest standards of accuracy and completeness. We utilize advanced surveying techniques, including GPS, total stations, and conventional ground-based methods, to collect precise data in the field. This data is then carefully analyzed and drafted into detailed survey maps that conform to the California Land Surveyors Act and local county requirements. Whether clarifying property boundaries or recording land subdivision, Dudek's Records of Survey provide an official and reliable document for property owners, developers, and public agencies.

Dudek has prepared and filed countless Records of Survey across a variety of complex urban, suburban, and rural landscapes in California. Our team's extensive knowledge of local land use regulations and our attention to detail ensure that every Record of Survey is prepared efficiently and accurately, safeguarding the interests of property owners and municipalities alike. From initial fieldwork to final filing, Dudek delivers comprehensive Records of Survey that provide a solid foundation for land ownership and development.

## **PLATS AND LEGAL DESCRIPTIONS FOR ROW AND EASEMENT ACQUISITIONS**

Dudek excels in providing comprehensive ROW and easement acquisition support, ensuring that infrastructure and development projects proceed efficiently and without legal complications. Our experienced team specializes in preparing precise plats and legal descriptions, delivering legally sound documentation that meets the stringent requirements of local jurisdictions, utility agencies, and private landowners.

Utilizing advanced CAD and GIS technologies, we ensure the highest level of accuracy in plat development, seamlessly integrating field survey data with existing property records. Our legal descriptions are meticulously drafted to clearly define property boundaries, easement rights, and encumbrances, ensuring compliance with regulatory and title standards.

Dudek is adept at managing complex ROW scenarios involving multiple parcels, irregular boundaries, overlapping easements, and historical property records. Our expertise extends to coordinating with landowners, title companies, and legal teams to facilitate smooth transactions, minimize acquisition delays, and prevent future disputes. Whether supporting roadway expansions, utility corridors, or public infrastructure projects, our thorough approach ensures that all required documentation is complete, accurate, and defensible.

By partnering with Dudek for ROW and easement services, agencies and developers gain a trusted advisor with the technical expertise and regulatory knowledge to navigate the intricacies of property acquisition. Our commitment to precision and compliance helps streamline project approvals and supports the timely progression of critical infrastructure improvements.



## EASEMENT SUPPORT

As part of the property boundary surveys, Dudek regularly completes an associated ALTA survey for the identified project parcels. The ALTA surveys include legal description and exhibit preparation in support of land acquisitions, leasing, and divesting. Additionally, the Dudek team is well versed in the preparation of plat maps and legal descriptions in support of ROW acquisition and for both temporary and permanent easements in support of infrastructure development projects using metes and bounds, lot and block, and prescriptive methodologies. The Dudek team has been supporting several energy clients across North America and in California with transactional survey services.

## AS-BUILT SURVEYS

As-built surveys provide an accurate record of completed construction, documenting any deviations from the original design plans. They are critical for verifying project compliance, supporting closeout documentation, and facilitating future maintenance or modifications. By integrating precise data collection and thorough analysis, as-built surveys ensure project accountability and long-term reliability. Our as-built survey services span a broad spectrum of applications, including energy developments, battery energy storage system projects, habitat restoration, roadway installation, water systems, utilities, hiking trails, volumetric assessments, and other improvements. Data is meticulously gathered and processed to meet project-specific requirements.

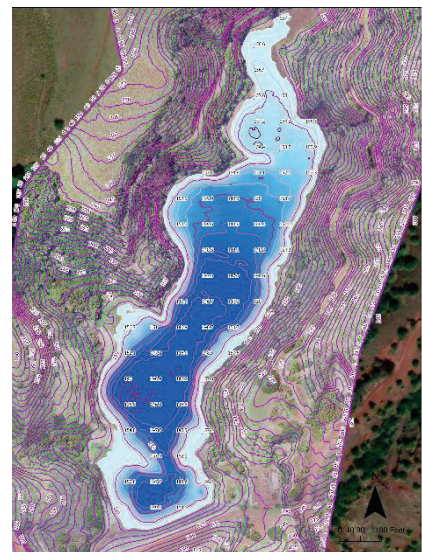
Dudek is distinguished by its depth of expertise in advanced as-built data acquisition techniques and analysis. With a keen focus on accuracy and detailed reporting, we thoroughly review historical records, verify site conditions, and document every detail to uphold the highest standards of project quality and performance. Dudek's thorough as-built process enables project engineers to confidently certify that the construction aligns with the approved design plans, streamlining closeout and construction.

## Aerial Mapping

### AIRBORNE LIDAR

Our firm brings industry-leading expertise and advanced technology to land surveying and mapping services, specializing in UAV lidar operations with high-end Riegl lidar scanners. These advanced systems, renowned for their precision and reliability, enable us to capture millions of data points per second, providing exceptional accuracy and efficiency. Our UAV lidar capabilities are tailored for projects that range from a few acres to expansive areas up to 10,000 acres, making us a trusted partner for a wide variety of surveying needs.

To maximize the value of UAV lidar, we employ a hybrid survey approach that integrates the speed and broad coverage of airborne lidar with the precision of ground-based surveying techniques. Airborne lidar is used to rapidly capture large-scale topographic data and generate 1-foot contours, while ground-based surveying collects supplemental data to refine critical survey details and ensure compliance with accuracy standards and regulatory requirements. This methodology allows us to deliver results that combine efficiency with uncompromising detail.



Our UAV lidar services support a broad range of applications, including topographic mapping, boundary and ALTA surveys, construction and engineering support, and environmental studies, such as floodplain modeling, wetland delineations, and forestry analysis. Deliverables are tailored to meet specific project needs and can include 1-foot contours, digital elevation models, orthophotos, 3D point clouds, CAD-ready files, and site-specific analytics, such as volume calculations.

By utilizing UAV lidar, we provide faster turnaround times, reduced costs, and unparalleled data accuracy, even in challenging or remote terrain. With extensive experience and a commitment to quality, we handle projects of all sizes and complexities, from small-scale developments to expansive multithousand-acre sites.

## PHOTOGRAMMETRY AND PLANIMETRICS

Our photogrammetric mapping services leverage advanced aerial imaging technology to provide highly detailed and accurate geospatial data for a variety of applications. By capturing high-resolution images using state-of-the-art UAV systems, we create precise orthophotos, 3D point clouds, and digital surface models. This method is particularly effective for projects requiring large-scale coverage and high-resolution visuals, such as site planning, infrastructure development, and environmental monitoring.

Using photogrammetry, we generate reliable deliverables that meet stringent accuracy requirements, including contours, digital terrain models, and CAD-ready files for engineering and design workflows. This cost-effective and efficient mapping technique allows us to produce detailed visualizations and measurements, enabling informed decision-making for a range of industries. Whether your project spans a few acres or thousands, our photogrammetric mapping ensures fast, reliable, and visually rich geospatial data tailored to your needs.



*Recently completed planimetrics of a college campus*

Our planimetric mapping services provide detailed 2D representations of natural and man-made features on the earth's surface.

Utilizing UAV technology and advanced mapping software, we extract precise data to delineate features such as buildings, roads, curbs, utilities, vegetation, and other site-specific elements. This meticulous approach ensures the accuracy and usability of planimetric data for engineering, construction, and urban planning projects.

We specialize in creating CAD-ready deliverables that integrate seamlessly into design workflows, supporting applications such as site development, infrastructure planning, and asset management. Our team combines aerial mapping techniques with ground verification as needed to produce planimetric maps with unparalleled detail and reliability. Whether for large-scale municipal projects or detailed site plans, our planimetric mapping services provide the clarity and precision necessary for effective project execution.

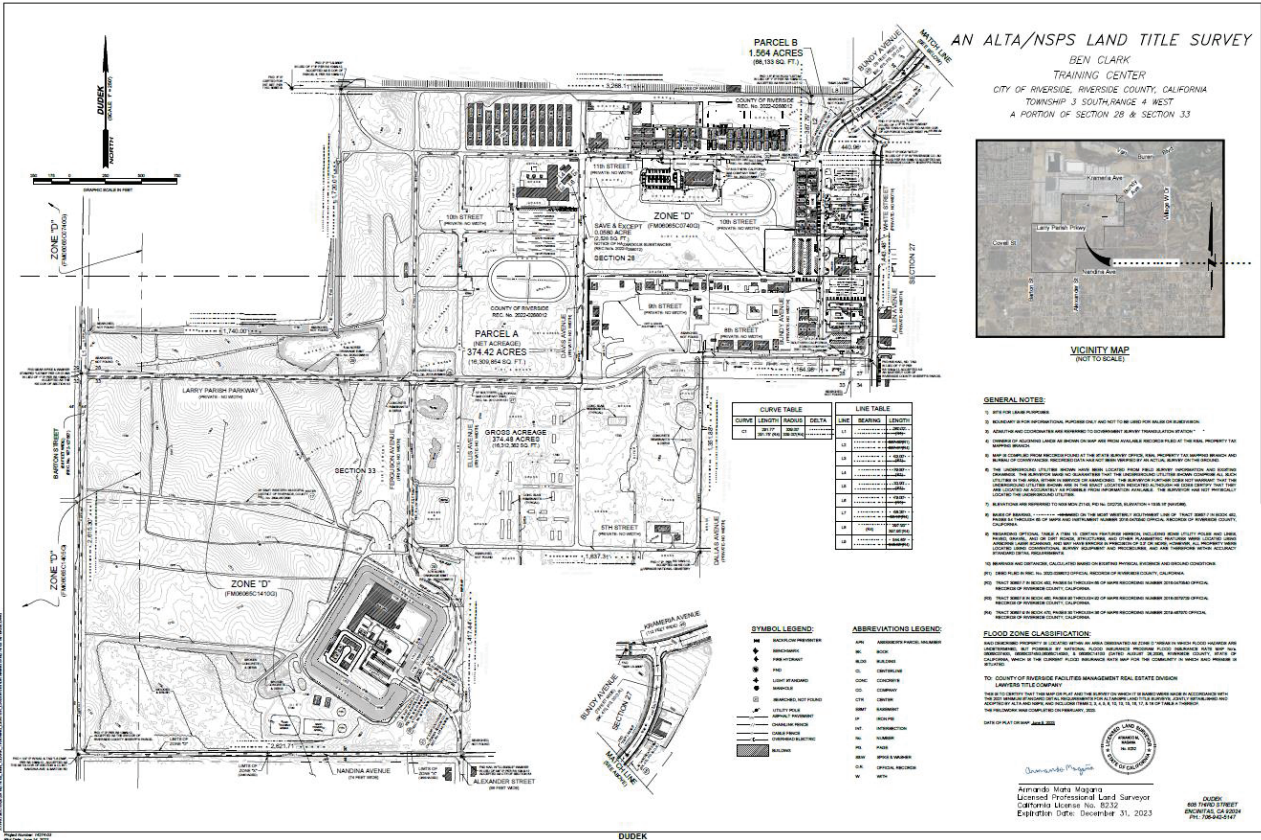
Project Experience

BEN CLARK TRAINING CENTER ALTA/NSPS AND TOPOGRAPHIC SURVEY

**Organization** Riverside County, California Sheriff's Department  
**Name:** Etienne Brodeur  
**Title:** Project Engineer  
**Address:** 4095 Lemon Street, Riverside, California 92501  
**Phone:** 951.955.0775  
**Email:** ebrodeur@riversidesheriff.org  
**Date of Completion:** 2022  
**Relevance to this Contract:** Vertical and Horizontal Control, Boundary Surveys, Topographic Surveys, Record Drawings, Records Research and Analysis

Dudek was chosen to complete an ALTA/NSPS and topographic survey of the Ben Clark Training Center in Riverside County. The survey work was conducted to support the Department's construction of a new state-of-the-art training and educational campus for public safety, government, and educational partners to train public safety personnel with effective law enforcement and emergency response tools.

In addition to the ALTA/NSPS survey, Dudek performed several supplementary tasks, including benchmark installation, ground-based topographic surveys to support design work, and ortho-imagery acquisition of the



ALTA/NSPS and Topographic Survey of the Ben Clark Training Center



surrounding area. Utilizing aerial lidar technology, Dudek derived 1-foot contours across the project site and conducted aerial target surveys for precise lidar registration. Deliverables included a Civil 3D surface, stamped PDF ALTA/NSPS survey, and .dwg of the project site.

### JUNE LAKE PUBLIC UTILITY DISTRICT ASSET MAPPING

**Organization:** June Lake Public Utility District

**Name:** Timothy Morris II

**Title:** Superintendent

**Address:** 2380 Highway 158, June Lake, California 93529

**Phone:** 815.214.4166

**Email:** supt@junelakepud.com

**Period of Performance/Date of Completion:** December 2024–Ongoing

**Relevance to this Contract:** Vertical and Horizontal Control, Topographic Surveys, Utility Survey, Construction Verification, Utility Records Research and Analysis

Dudek conducted a real-time kinematic global navigation satellite system (GNSS) survey to quickly map the location of the June Lake Public Utility District (PUD) water utility infrastructure. Points were collected on the center of features, and digital photos were recorded for each feature, allowing for future asset management and creation of a comprehensive database for the water system. Dudek collected and stored the data in an Esri ArcGIS Online environment. The data was then formatted and exported to a file geodatabase. Dudek staff completed setup of the ArcGIS Online account.

Training was conducted for PUD staff on how to navigate the ArcGIS Online environment and how to conduct mobile data collection so that PUD can continue updating and managing its water utility assets in the future. Dudek used existing National Geodetic Survey Control monuments where available. Dudek delivered the data in California State Plane Zone 3, U.S. feet, North American Datum (2011), and the vertical datum of North American Vertical Datum 1988.

### DIAMOND SPRINGS COMMUNITY PARK SURVEYING SERVICES

**Organization:** County of El Dorado

**Name:** Vicky Sanders,

**Title:** Parks Manager

**Address:** 330 Fair Lane, Placerville, California 95667

**Phone:** 530.621.7538;

**Email:** vickie.sanders@edcgov.us

**Date of Completion:** 2022

**Relevance to this Contract:** Vertical and Horizontal Control, Topographic Surveys, Boundary Survey, Records Research and Analysis

Dudek conducted an ALTA/NSPS Land Title Survey and detailed topographic survey for a 40-acre property in Diamond Springs, California (County of El Dorado) to support future land transactions and planned land development across multiple parcels. The project required precise boundary monument retracement, extensive mapping, and integration of multiple survey methodologies to ensure comprehensive and accurate deliverables.

To achieve this, Dudek employed a combination of conventional and advanced geospatial surveying techniques. Our field team utilized total stations and GNSS receivers to establish horizontal and vertical control, perform



boundary monument recovery, and collect critical survey data. These ground-based methods ensured the highest level of positional accuracy for cadastral boundary delineation.

Additionally, Dudek leveraged UAV lidar technology to perform an aerial topographic survey, significantly enhancing data collection efficiency over the large project area. The UAV lidar data was integrated with strategically placed ground control checkpoints to validate and refine topographic accuracy. High-resolution aerial imagery was also captured to support the extraction of visible site features through aerial planimetrics, providing stakeholders with a detailed and reliable site representation for planning and design purposes. Through the application of these advanced survey techniques, Dudek delivered a comprehensive and high-accuracy mapping dataset, meeting ALTA/NSPS and project-specific requirements while supporting the client's long-term development objectives.

## BOARD OF WATER SUPPLY UTILITY MAPPING

**Organization:** Honolulu Board of Water Supply

**Name:** Ann Wong, PE

**Title:** Civil Engineer

**Address:** 630 South Beretania Street, Honolulu, Hawai'i 96843

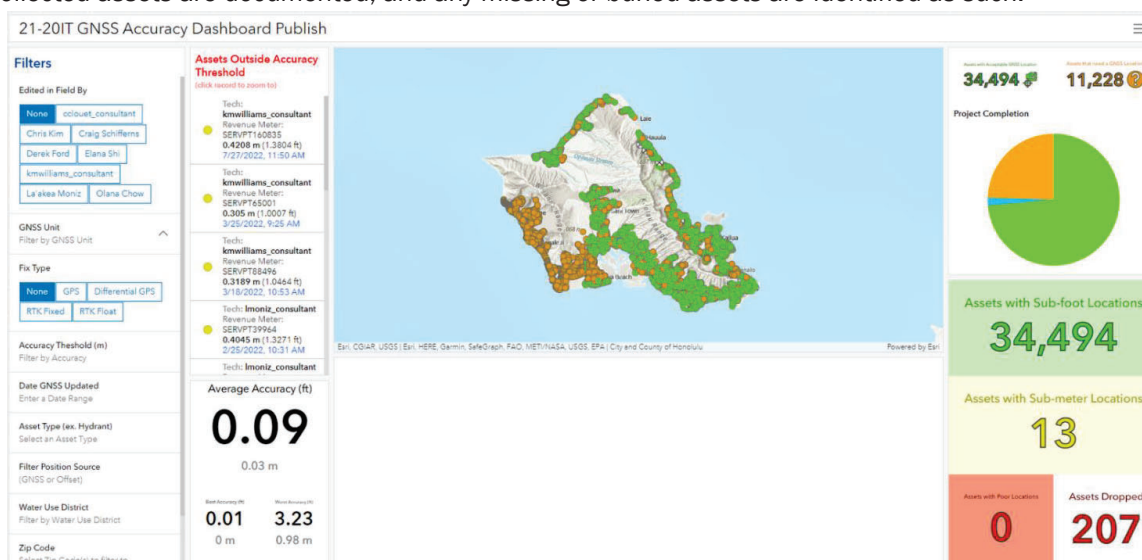
**Phone:** 808.748.5448

**Email:** awong@hbws.org

**Period of Performance/Date of Completion:** 2021–Ongoing

**Relevance to this Contract:** Vertical and Horizontal Control, Record Drawings, Construction Verification, Records Research and Analysis

Dudek is nearly finished supporting the Honolulu Board of Water Supplies' (BWS) goal of increasing the positional accuracy of features in assets owned and managed by BWS. The primary mission of the project is to capture the locations (sub 30 centimeters/12 inches) of approximately 46,000 assets with centimeter accuracy. BWS provided Dudek with a GIS database of the points they needed collected. The GIS points are in general proximity of the physical asset. BWS also provided the approximate locations of assets with Unique Identifiers (ASSETCODE) and photographs of each asset. Accurate locations of assets are collected using real-time kinematic GNSS, and the asset's unique identifier is included with the deliverable. The data collected is posted directly into ArcGIS online using Esri GNSS metadata fields, which allowed the client to view progress in real time. BWS provided access to real-time kinematic base stations for corrections. Dudek included GNSS metadata for each asset as specified by BWS. Any uncollected assets are documented, and any missing or buried assets are identified as such.



**CITY OF LA CAÑADA FLINTRIDGE ON-CALL LAND SURVEYING**

**Organization** City of La Cañada Flintridge

**Name:** Maged El-Rabaa

**Title:** City Engineer

**Address:** One Civic Center Drive, La Canada Flintridge, California 91011

**Phone:** 818.790.8882, ext. 205

**Email:** cityengineer@lcf.ca.gov

**Period of Performance/Date of Completion:** 2022–Ongoing

**Relevance to this Contract:** Vertical and Horizontal Control, Topographic Surveys, Record Drawings, Construction Verification, Records Research and Analysis

Dudek was selected by the City of La Cañada Flintridge to provide on-call surveying services. Dudek successfully conducted comprehensive topographic surveys for road improvements throughout municipal limits. Our efforts supported the City's infrastructure projects, enabling accurate planning and execution of developments. The project entailed the detailed mapping of terrain and existing features, which were crucial for the City's engineering and planning departments to assess and implement effective solutions for drainage, road construction, and public utility placements. Our professional team managed the project efficiently, ensuring timely delivery and high-quality data that surpassed the City's expectations.

**SOUTH COAST WATER DISTRICT ON-CALL SURVEYING**

**Client:** South Coast Water District (SCWD)

**Name** Taryn Kjolsing

**Title:** Engineering Manager

**Address:** 3152 West Street, Laguna Beach, California 92651

**Phone:** 949.499.4555

**Email:** tkjolsing@scwd.org

**Period of Performance/Date of Completion:** 2021–Ongoing

**Relevance to this Contract:** Vertical and Horizontal Control, Topographic Surveys, Record Drawings, Construction Verification, Records Research and Analysis, Topographic Photogrammetry, Lidar

Dudek was selected by South Coast Water District to provide on-call surveying services, successfully executing multiple task orders between 2021 and 2024. Our scope of work included installing story poles, conducting well monitoring, and performing topographic and utility surveys to support the District's infrastructure projects.

As part of our services, Dudek provided precise survey staking for story pole installation, translating client site plans into accurately placed poles that reflected proposed build heights. Additionally, our team conducted detailed topographic and utility surveys at various reservoir sites within the District's jurisdiction, delivering critical as-built verification data. Dudek's responsiveness, technical expertise, and commitment to high-quality deliverables have reinforced our role as a trusted surveying partner for the District's ongoing infrastructure and development needs.

## TRANSMISSION LINE SURVEY, 92-KV CA-LINE, IMPERIAL, CALIFORNIA

**Organization:** Imperial Irrigation District (IID)

**Name:** Andres Avila

**Title:** Senior Project Manager

**Address:** 333 E Barioni Boulevard, Imperial, California 92251

**Phone:** 760.482.3651

**Email:** ASAvila@IID.com

**Period of Performance/Date of Completion::** 2024–Ongoing

**Relevance to this Contract:** Vertical and Horizontal Control, Topographic Surveys, Construction Verification, Records Research and Analysis



Dudek is currently providing high-precision lidar survey and geospatial mapping services for the Imperial Irrigation District's (IID) 92-kV CA-Line from Avenue 42 Substation to North View Substation. This project involves the integration of aerial and ground-based survey methodologies to support the detailed modeling and engineering analysis of the transmission corridor and associated substations.

To achieve comprehensive data acquisition, Dudek's geospatial team is conducting both aerial and terrestrial field surveys to capture high-density lidar point cloud data, high-resolution orthoimagery, and video documentation of the corridor. Local survey control is being established using high-accuracy GNSS receivers and total stations, ensuring data consistency and alignment with IID's coordinate system requirements.

Following data acquisition, Dudek's specialized transmission line survey team will process the lidar datasets to develop a Power Line Systems—Computer-Aided Design and Drafting (PLS-CADD) plan and profile model, delivering precise transmission line analysis and clearance verification. In addition to the PLS-CADD model, Dudek will provide comprehensive survey control documentation and backup files to ensure data traceability and future usability.

Planimetric feature extraction will be performed in accordance with IID's feature code list, ensuring all data is structured and classified per utility industry standards. Deliverables, including planimetric mapping in AutoCAD format, will be tailored to support IID's engineering, design, and asset management requirements.

## NORTH VULCAN AVENUE CONDOMINIUM CONSTRUCTION STAKING

**Organization:** DLS Holdings LP

**Name:** Daniel Frye

**Title:** Project Manager

**Address:** 11723 Calle Mayor, Rancho Santa Fe, California 92067

**Phone:** 858.401.2292

**Email:** dan@dlsinvestments.com

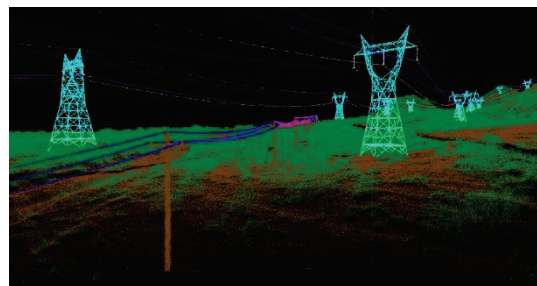
**Date of Completion/Period of Performance:** 2023–Ongoing

**Relevance to this Contract:** Vertical and Horizontal Control, Topographic Surveys, Record Drawings, Construction Verification, Construction Staking, Records Research and Analysis

Dudek is currently performing construction staking services for a 12-unit private condominium development located at 555 and 571 North Vulcan Avenue in Encinitas, California. The scope of services includes setting two off-site and three on-site benchmarks; staking building envelopes; sewer, storm drain, water, wall, and street improvements; and additional miscellaneous survey tasks. Dudek has been successfully mobilizing to the project site within 1 day of notification to complete staking requests for the past 2 years.

## TRANSMISSION LINE AS-BUILT SURVEY

**Organization:** Southern California Edison  
**Name:** Marco Ahumada (Beta Engineering California LP)  
**Title:** Project Executive  
**Address:** 9990 Mesa Rim Road #150, San Diego, California 92121  
**Phone:** 949.241.9544  
**Email:** marco.ahumada@betaengineering.com  
**Date of Performance/Period of Performance:** December 2024 – Ongoing  
**Relevance to this Contract:** Vertical and Horizontal Control, Construction Verification, Records Research and Analysis



Dudek conducted more than 600 miles of power line surveys in California via helicopter lidar operations as part of a project to determine vegetation clearances, measure line sag to verify compliance, and design new transmission lines across the state. Our team conducted surveys within 1 week to avoid the 2022 nesting season shutdown. If Dudek had not been able to mobilize survey field staff, a helicopter lidar team, and bio monitors within a week, the entire project would have been delayed a full year. The Dudek IT team accommodated the large amount of data on the team's virtual machines and classified more than 24 billion lidar points. This project is one of the largest of its kind, showcasing Dudek as one of the few firms in North America capable of delivering projects on this scale. Our survey team installed benchmarks and ground control points for aerial data registration and tied out to the appropriate monumentation. Our GIS team developed a machine learning model to automatically classify points, which greatly reduced lidar processing time.

## LAS HERMANAS ALTA/NSPS AND TOPOGRAPHIC SURVEY

**Organization:** Forum Mobility, Inc.  
**Name:** Keith Slocum  
**Title:** Project Manager  
**Address:** 700 Mill Street, Half Moon Bay, California 94019  
**Phone:** 805.431.884  
**Email:** keith.slocum@forummobility.com  
**Date of Completion:** 2023  
**Relevance to this Contract:** Vertical and Horizontal Control, ALTA/NSPS Survey, Topographic Surveys, Record Drawings, Construction Verification, Records Research and Analysis

Dudek successfully conducted an ALTA/NSPS survey in the City of Compton, California, to facilitate the land transaction of a substantial property on Las Hermanas Street. The project was delivered ahead of schedule, resulting in high client satisfaction. Field teams were on site within days of receiving the Notice to Proceed, and the client received the signed final survey within 3 weeks. In addition to the primary survey, Dudek performed several supplementary tasks, including benchmark installation, ground-based topographic surveys to support gentie design, and ortho-imagery acquisition of the surrounding area. Utilizing aerial lidar technology, Dudek derived 1-foot contours across the project site and conducted aerial target surveys for precise lidar registration. Deliverables included a Civil 3D surface, stamped PDF ALTA/NSPS survey, and .dwg of the project site.

## D. Methodology/Project Understanding

### Project Understanding

The City of Diamond Bar is a vibrant suburban community in eastern Los Angeles County, known for its family-friendly atmosphere, scenic rolling hills, and convenient access to major freeways like the SR-60 and SR-57. Incorporated in 1989 and named after the historic Diamond Bar Ranch, the City offers a blend of rich history and modern amenities. Home to approximately 55,000 residents, Diamond Bar is celebrated for its cultural diversity, excellent schools within the Walnut Valley and Pomona Unified School Districts, and proximity to higher education institutions like Cal Poly Pomona. The city boasts numerous parks, hiking trails, and recreational facilities, including the Diamond Bar Golf Course and the Diamond Bar Center, making it a haven for outdoor enthusiasts and community events. With a strong focus on sustainability, safety, and quality of life, Diamond Bar provides a tranquil yet well-connected environment, appealing to families, professionals, and retirees alike.

The City of Diamond Bar is in the process of potentially acquiring the PONY Property, a 10-acre site located at 22601 Sunset Crossing Road, Diamond Bar, California 91765, identified by Assessor's Parcel Numbers (APNs) 8718-005-005 and 8718-005-006, which features four unlighted baseball fields. Adjacent to this site is the Sunset Crossing Property, consisting of two vacant parcels located at 22555 Sunset Crossing Road, identified by APNs 8718-005-900 and 8718-005-901. To support the transfer of ownership and future planning, the City is seeking a qualified consulting firm to provide comprehensive land surveying services, including boundary and property line surveys and utility surveys. The Dudek team will work with the City to deliver accurate and timely data to inform maintenance and development decisions for both properties.

### Project Element Scope Details

#### Project Element 1: Boundary/Property Line Survey

To complete the boundary survey for the PONY Property and the Sunset Crossing Property, our team will begin with a comprehensive review of property records, deeds, recorded maps, and other relevant documents to establish a clear understanding of the existing legal descriptions and boundaries. Using this foundational information, we will perform detailed fieldwork with high-precision GNSS receivers and robotic total stations to locate and verify existing boundary markers, natural features, and site conditions. Our team will identify any discrepancies between field conditions and recorded information, ensuring alignment with legal descriptions. Permanent markers will be installed at all property corners and every 100 feet along the eastside property line of the PONY Property adjacent to homes on Big Falls Drive, as specified in the scope.

Following the field survey, we will process and analyze the collected data to produce a detailed boundary line survey map that clearly delineates property boundaries and includes accurate area calculations. The final deliverables will include signed and sealed survey maps, as well as digital copies in PDF and GIS shapefile formats, ensuring compatibility with the City's planning and maintenance systems. By leveraging our expertise and innovative practices, we will provide the City of Diamond Bar with precise and actionable data to support the acquisition process and future decision-making for both the PONY and Sunset Crossing Properties. Under this project element, the Dudek team will accomplish the following:

- Review existing property records and other relevant surveys.



- Perform a boundary retracement for the PONY and Sunset Crossing Properties, which includes locating and identifying existing boundary markers.
- Evaluate the results of the field survey in relation to previous maps of the properties.
- Ensure that property boundaries are accurately aligned with existing legal descriptions and recorded documentation.
- Set corners with permanent monuments at property corners and installed every 100 feet along the eastside property line of the PONY Property adjacent to the homes on Big Falls Drive.
- File necessary Corner Records for property corner monumentation.
- Draft a boundary survey map that shows the property boundaries along with area calculations.

#### **Deliverables:**

- City staff will be provided with digital copies of all survey documentation created, including the survey map in a PDF, .dwg, or any GIS file type requested. The City will be provided with all reference documentation used to create the surveys.

#### **Assumptions:**

- Based on our initial research, a Record of Survey (ROS) is not required. An ROS might be necessary upon review of the field boundary retracement.

## **Project Element 2: Utility Survey**

Dudek and our teaming partner Ground Penetrating Radar Systems Inc. will provide underground utility locating services, as described in the following subtasks.

### **Task 2.1 Underground Utility Locate**

The first step in engineering design of the project components is to develop a full set of accurate and utility data and a thorough understanding of existing as-built utility environment. The underground utility locate for the PONY Property and the Sunset Crossing Property will be performed using advanced technologies and a thorough methodology to ensure comprehensive identification of all underground utilities. The scope of work involves locating and marking utilities across the designated 13.01-acre area using visible surface features, such as structures and access points, as initial indicators. Utilities will be marked on the surface using paint, pin flags, or other appropriate methods to facilitate further analysis and mapping. To enhance the accuracy of the utility locate, the client is requested to provide drawings or notify the team of utilities not visible from the surface, and the work area should be pre-cleared of obstructions before fieldwork begins.

To execute the underground utility locate, Ground Penetrating Radar Systems Inc. will employ state-of-the-art equipment, including ground-penetrating radar (GPR) antennas, electromagnetic pipe locators, traceable rodders, robotic crawler cameras, sondes, and GPS units. The robotic crawler camera, equipped with modular wheels and live video capabilities, will inspect pipes with diameters of 8 inches and greater. It features a sonde that transmits signals to determine pipe locations and depths up to 10 feet, even in challenging conditions. The GPR system will identify both metallic and non-metallic utilities to depths of up to 8 feet, while the electromagnetic pipe locator will trace signals along metallic pipes or tracer wires. The traceable rodder and sonde will locate pipes at depths up to 15 feet, with signals detectable from the surface. Finally, the GPS unit will document utility locations with precision down to 4 inches, exporting data compatible with GIS and CAD platforms. This thorough, technology-driven approach will provide the City of Diamond Bar with the critical data necessary for effective planning and management.

## Task 2.2 Utility Research

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To ensure a comprehensive and accurate utility survey for the PONY Property and the Sunset Crossing Property, our team will begin by conducting a thorough review of existing utility maps and public records from local utility companies and relevant agencies. This research phase is critical to establishing a detailed understanding of the existing utility infrastructure, including both aboveground and underground systems. The Dudek team will also utilize CivilGrid software to conduct our utility research. CivilGrid software will be used to streamline and enhance the planning and design processes by aggregating the site utility data in a single geospatial data form.

Our process will include formally reaching out to local utility providers to request as-built drawings, utility maps, and any available records associated with the subject parcels. We will utilize our established relationships with utility companies to facilitate the efficient acquisition of these documents and coordinate any necessary site visits or consultations. Additionally, we will review public records from City and County archives, such as permit records and utility easement documents, to identify any utilities not covered in the available maps. Once gathered, this information will be cross-referenced with on-site findings to ensure accuracy and identify potential discrepancies between recorded data and field conditions. The result will be a well-documented utility framework that forms the foundation of the subsequent survey and mapping efforts.

Utility features to be mapped include, but are not limited to, water, sewer, gas, electric, and telecommunications. The survey map will include above- and belowground utilities, including valve locations, and distinguish between utility types, locations, depths, and conditions.

### **Deliverables:**

- City staff will be provided with digital copies of all survey documentation created, including the survey map in a PDF, .dwg or any GIS file type requested. The City will be provided with all reference documentation used to create the surveys.

## Project Element 3: Project Management

Effective project management is critical to project success. As a medium-sized firm, we provide the personal service of project managers combined with the breadth and depth of technical capabilities characteristic of larger firms to meet the City's project requirements. Our project managers are empowered to be problem solvers with the ability to make decisions in a timely fashion to maintain project momentum.

Project Manager Ryan Shupert will oversee the timely completion of this scope of work to the satisfaction of the City and applicable permitting regulatory agencies. Ryan will serve as the liaison to the City's project coordinator and provide regular updates on task completion, deliverables, and budget. Project management under this element includes general open correspondence between involved parties as well as specific tasks, such as attending project meetings, invoicing, etc. The following project management services will be provided at a minimum:

- Attend project kickoff meetings.
- Attend team meetings to review survey progression with City staff.
- Coordinate site access and necessary permissions for field personnel.
- Notify City staff of any issues that have the possibility of affecting the schedule or budget of the project as soon as they occur.

## PROJECT SAFETY

### Safety Program

The Dudek survey team takes safety very seriously and strictly follows the Survey Safety Plan that was developed by our company safety officer. To manage and mitigate the risk of any incidents, the survey team is required to follow safety procedures for all survey scopes that include risk assessments, safety briefings, and daily equipment inspection protocols. In addition to following daily safety protocols, Dudek has a third-party safety audit team that performs random inspections of active field activities so that they comply with personal protective equipment and safety protocols. Dudek routinely reviews field staff motor vehicle records for infractions and accidents. These requirements are all designed to reduce risk and have been a key part of Dudek's emphasis on field safety. A full-time safety and health program coordinator ensures that our program complies with federal, state, and local regulations, meeting all occupational safety and health requirements, and bridging the gap between compliance and excellence. Dudek staff understand and respect the diverse environments and conditions in which we operate. We believe that all work-related injuries and illnesses are preventable, and we encourage reporting of all health and safety hazards, incidents, and near misses to avoid negative outcomes. Additionally, many of our staff are CPR- and first aid-certified, providing a second line of defense against unforeseeable health events.

**Injury and Illness Prevention Plan.** The Dudek comprehensive Injury and Illness Prevention Plan (IIPP) encompasses all Dudek service offerings. Our IIPP includes a Code of Safe Practices, hazards analysis, accident reporting and investigation procedures, recordkeeping requirements, and all applicable safety programs. Our comprehensive IIPP exemplifies our dedication to keeping our employees safe. No accidents on the job means no time lost and no money wasted.

**ISNetworld.** Dudek is an active member of ISNetworld, which provides clients a streamlined reporting dashboard for verifying Dudek insurance certificates; Occupational Safety and Health Administration (OSHA) forms; Experience Modification Rate letters; health, safety, and environmental programs; and training information. We save clients time by providing third-party verification that our programs are of the highest caliber. Our integration with ISNetworld also allows clients to use the portal to submit monthly reports on hours spent on a project or number of incidents, if any, in accordance with OSHA recordkeeping requirements.

**Gold Shovel Standard Certified.** Gold Shovel Standard Certification is a widely recognized indication of increased safety awareness and a commitment to continuous damage prevention improvement. Excavators within Gold Shovel Standard rely on Gold Shovel Standard technology to measure safety and efficacy and can present hard data to support their reputation. The Dudek Gold Shovel Standard Certification demonstrates our commitment to high safety standards and tracking the progress of high-risk activities like archaeological excavation and monitoring. Partnering with the Gold Shovel Standard Community allows Dudek to work efficiently and safely while simultaneously reducing damage prevention.

## PROJECT IMPLEMENTATION AND DELIVERY

**Figure 2** outlines the Dudek project delivery process for surveying and mapping services.



Figure 2. Project Delivery Process



The project management philosophy for this contract is based on lessons learned from 20 years of mapping and survey projects. The Dudek team makes decisions that enable continuous forward project momentum. The team’s proven project management approach is based on the following project life cycle process:

**Project Scoping.** Dudek ensures clear communication with the client team to define the project scope of work so both parties have a common understanding of the project goals and objectives. The Dudek project manager will establish preliminary schedules, draft the work plan, and budget during this phase.

**Work Plan Development.** Following the approval of the project scope, the Dudek team will create a work plan to define how the survey is completed efficiently and accurately. The work plan will contain the project scope and background, along with a detailed schedule outlining the time expectations for each team member. This process provides clear expectations for the team, which in turn guarantees that District projects are completed within the allotted time and on budget.

**Safety Plan Development.** The Dudek survey team will work in collaboration with our internal Environmental Health and Safety team to review the project and determine risks associated with the work. Protocols are determined and actionable risk mitigation steps are implemented to decrease the risk of injuries. This plan is essential for the health and well-being of Dudek field staff and contributes significantly to the progression of the project.

**Data Collection.** After defining the work and safety plan, Dudek will mobilize the team to complete the ground data collection to support the scope of services for each task order. Our field teams are led by highly experienced field surveyors who provide daily updates on fieldwork progression. Progression updates from the field are then provided to the District, allowing staff to have a clear view of where each task stands.

**Post-Processing.** After the data has been collected in the field, the Dudek office team will calibrate the data and complete the required post-processing to create the final deliverables.

**Data Analysis.** The Dudek team will complete the required analysis of the collected, calibrated, and processed data and will document the methods and procedures used to complete the deliverables. This will include the equipment used, names of staff members, mathematical computations, accuracy of the data collected, horizontal and vertical datums, and project control points with descriptions.

**Data Dissemination.** The Dudek team will deliver the final products by disseminating them to the client via the appropriate channels. Dudek utilizes ShareFile to seamlessly transfer large deliverable files.

## Continuous Communication

Our project manager places a high priority on a continuous flow of information, data, instructions, and guidance. We are committed to engaging in clear communication and cooperation with the City, holding regular conference calls, and preparing agendas to assist teams in clarifying any issues and proceeding with the work in a unified manner. We use check-in meetings with our project teams to allocate resources properly and according to the City's schedule constraints. When working on several concurrent projects, we identify areas where information sharing can reduce the time, budget, and/or work needed to produce deliverables. We will maintain regular communication with the City via the following practices:

- Utilizing an Esri-based portal system for clients to view project status, live updates, and deliverables as they are being completed, which will allow the City to view deliverable creation in real time
- Scheduling regular calls and check-ins with the City's key contact to discuss milestones, activities, and potential issues
- Holding regular project management meetings with key staff (including other consultants, as applicable) to coordinate work efforts, monitor task completion, and review budget conformance
- Updating, as necessary, the project description, schedule, work progress reports, and inventories of available data so that all team members are aware of information that may affect their work products and schedules
- Coordinating with District staff at strategic junctures for public input

## Cost and Schedule Control

Dudek is committed to maintaining continuous communication and closely monitoring cost and schedule performance. Using the latest available digital project management systems, we maintain accurate, up-to-date budgets and schedules. We can share cost and schedule details with the City in real time by efficiently and accurately tracking budgets and regularly updating project schedules.

## Responsiveness

Because Dudek is a medium-sized firm, we can respond quickly in both the field and office to fulfill the City's timelines while utilizing the latest land surveying technologies offered by larger firms. Dudek prides itself in the rapid deployment of field teams to a project site to meet the City's needs. Dudek has strategically placed field teams within the vicinity of the City's extents to respond within a day for task orders. The City can expect quick replies, answers, and recommendations from Dudek via phone, email, and video calls to assist in project progression.

## Quality Assurance/Quality Control

Dudek's quality assurance/quality control (QA/QC) program is designed to ensure accuracy, consistency, and reliability in all project deliverables through senior staff oversight and dedicated administrative management. Our commitment to quality extends across every stage of the process, emphasizing precision and adherence to the required mapping and survey accuracy tolerances. To maintain these high standards, Dudek employs a comprehensive five-step QA/QC process:

1. **Planning and Preparation:** To ensure the success of the project, clear objectives, scope, and accuracy standards are established at the outset. Survey equipment is carefully selected and calibrated to guarantee precision and reliability. Control points are identified, marked, and verified to provide a solid

foundation for data collection. Prior to fieldwork, the survey crew is thoroughly briefed on project procedures, safety protocols, and quality expectations, ensuring alignment and preparedness.

2. **Field Data Collection:** During field operations, instruments are regularly checked and calibrated to maintain accuracy. Redundant measurements are taken to verify data reliability, while all observations are meticulously recorded with clarity and completeness. Field checks are conducted on critical points to confirm the precision of measurements. Any unusual conditions or potential sources of error encountered in the field are documented to provide context and ensure transparency in the data collection process.
3. **Data Processing and Analysis:** Once collected, raw data is carefully processed and analyzed for inconsistencies or errors. Advanced data analysis software is utilized for calculations, transformations, and adjustments, ensuring the highest level of accuracy. The processed data is rigorously reviewed for inconsistencies or anomalies, with validation performed by comparing results against known control points or established benchmarks to confirm its integrity.
4. **QC Checks:** To uphold quality standards, all collected data undergoes an independent review by a qualified surveyor. Critical calculations are double-checked for accuracy, and random spot checks are performed on field measurements to identify potential errors. The survey results are then compared against existing records or project specifications to ensure that they meet the required standards of accuracy and consistency.
5. **Final Review and Certification:** All survey procedures, observations, and calculations are clearly documented to create a comprehensive record of the project. QA/QC processes, findings, and any corrections applied are included in the final survey report for full transparency. Detailed project records are meticulously maintained to support future reference, compliance, or audit needs.

This meticulous QA/QC process enables Dudek to consistently deliver high-quality surveying and mapping products that align with client expectations and project objectives.

## E. Cost for Services

Dudek's detailed not-to-exceed cost proposal and hourly rates are provided on the following pages for the City's review.

| Dudek Labor Hours and Rates    |                                      |                      |                     |                   |                   |                 | TOTAL<br>DUDEK<br>HOURS | DUDEK LABOR<br>COSTS | Subconsultant Fees                       | OTHER DIRECT<br>COSTS | TOTAL FEE          |
|--------------------------------|--------------------------------------|----------------------|---------------------|-------------------|-------------------|-----------------|-------------------------|----------------------|------------------------------------------|-----------------------|--------------------|
| Project Team Role:             |                                      | Survey Crew<br>Chief | CADD Operator<br>II | CADD Drafter      | Survey Lead       | Survey Manager  |                         |                      | Underground Utility<br>Locate            |                       |                    |
| Team Member:                   |                                      | James Bocina         | Gregory Mata        | Mark Hudl         | Hunter Stetson    | Ryan Shupert    |                         |                      | Ground Penetrating<br>Radar Systems, Inc |                       |                    |
| Billable Rate:                 |                                      | \$140.00             | \$120.00            | \$120.00          | \$190.00          | \$190.00        |                         |                      | Fee                                      |                       |                    |
| <b>Task 1</b>                  | <b>PONY Property</b>                 |                      |                     |                   |                   |                 |                         |                      |                                          |                       |                    |
| 1.1                            | Boundary/Property Line Survey        |                      |                     |                   |                   |                 |                         |                      |                                          |                       |                    |
|                                | 1.1.1 Property Records Research      |                      |                     |                   | 4                 |                 | 4                       | \$760.00             |                                          |                       | \$760.00           |
|                                | 1.1.2 Boundary Drafting              |                      | 16                  |                   | 2                 |                 | 18                      | \$2,300.00           |                                          |                       | \$2,300.00         |
|                                | 1.1.3 Field Boundary Retracement     | 16                   |                     |                   |                   |                 | 16                      | \$2,240.00           |                                          | \$410.00              | \$2,650.00         |
|                                | 1.1.4 Corner Setting/Corner Records  | 16                   |                     | 16                | 2                 |                 | 34                      | \$4,540.00           |                                          | \$410.00              | \$4,950.00         |
|                                | 1.1.5 Project Management             |                      |                     |                   |                   | 1               | 1                       | \$190.00             |                                          |                       | \$190.00           |
| 1.2                            | Utility Survey                       |                      |                     |                   |                   |                 |                         |                      |                                          |                       |                    |
|                                | 1.2.1 Utility Research               |                      |                     |                   | 2                 |                 | 2                       | \$380.00             |                                          |                       | \$380.00           |
|                                | 1.2.2 Underground Utility Locate     |                      |                     |                   |                   |                 |                         |                      | \$6,000.00                               |                       | \$6,000.00         |
|                                | 1.2.3 Utility Drafting               |                      |                     | 8                 |                   |                 | 8                       | \$960.00             |                                          |                       | \$960.00           |
|                                | 1.2.4 Project Management             |                      |                     |                   |                   | 1               | 1                       | \$190.00             |                                          |                       | \$190.00           |
| <b>Subtotal Task 1</b>         |                                      | <b>32</b>            | <b>16</b>           | <b>24</b>         | <b>10</b>         | <b>2</b>        | <b>84</b>               | <b>\$11,560.00</b>   |                                          | <b>\$820.00</b>       | <b>\$18,380.00</b> |
| <b>Task 2</b>                  | <b>Sunset Crossing Road Property</b> |                      |                     |                   |                   |                 |                         |                      |                                          |                       |                    |
| 2.1                            | Boundary/Property Line Survey        |                      |                     |                   |                   |                 |                         |                      |                                          |                       |                    |
|                                | 2.1.1 Property Records Research      |                      |                     |                   | 2                 |                 | 2                       | \$380.00             |                                          |                       | \$380.00           |
|                                | 2.1.2 Boundary Drafting              |                      | 8                   |                   | 2                 |                 | 10                      | \$1,340.00           |                                          |                       | \$1,340.00         |
|                                | 2.1.3 Field Boundary Retracement     | 8                    |                     |                   |                   |                 | 8                       | \$1,120.00           |                                          | \$205.00              | \$1,325.00         |
|                                | 2.1.4 Corner Setting/Corner Records  | 8                    |                     | 8                 | 2                 |                 | 18                      | \$2,460.00           |                                          | \$205.00              | \$2,665.00         |
|                                | 2.1.5 Project Management             |                      |                     |                   |                   | 1               | 1                       | \$190.00             |                                          |                       | \$190.00           |
| 2.2                            | Utility Survey                       |                      |                     |                   |                   |                 |                         |                      |                                          |                       |                    |
|                                | 2.2.1 Utility Research               |                      |                     |                   | 2                 |                 | 2                       | \$380.00             |                                          |                       | \$380.00           |
|                                | 2.2.2 Underground Utility Locate     |                      |                     |                   |                   |                 |                         |                      | \$3,435.00                               |                       | \$3,435.00         |
|                                | 2.2.3 Utility Drafting               |                      |                     | 8                 |                   |                 | 8                       | \$960.00             |                                          |                       | \$960.00           |
|                                | 2.2.4 Project Management             |                      |                     |                   |                   | 1               | 1                       | \$190.00             |                                          |                       | \$190.00           |
| <b>Subtotal Task 2</b>         |                                      | <b>16</b>            | <b>8</b>            | <b>16</b>         | <b>8</b>          | <b>2</b>        | <b>50</b>               | <b>\$7,020.00</b>    |                                          | <b>\$410.00</b>       | <b>\$10,865.00</b> |
|                                | <b>Total Hours</b>                   | <b>48</b>            | <b>24</b>           | <b>40</b>         | <b>18</b>         | <b>4</b>        | <b>134</b>              |                      |                                          |                       |                    |
|                                | <b>Total</b>                         | <b>\$6,720.00</b>    | <b>\$2,880.00</b>   | <b>\$4,800.00</b> | <b>\$3,420.00</b> | <b>\$760.00</b> |                         | <b>\$18,580.00</b>   | <b>\$9,435.00</b>                        | <b>\$1,230.00</b>     | <b>\$29,245.00</b> |
| <i>Percent of Hours (Base)</i> |                                      | 36%                  | 18%                 | 30%               | 13%               | 3%              |                         |                      |                                          |                       |                    |

## F. Insurance

Dudek has reviewed the insurance requirements and confirms that our insurance meets all the requirements. If selected, Dudek and our subconsultant partner will submit proof of insurance and a “Statement Certifying Insurance Coverage” to the City.

## G. Consulting Services Agreement

Dudek has reviewed the Consulting Services Agreement and proposes the following edits for the City's consideration:

- Section 4C: We suggest striking the retainage language as follows: “,but may withhold 30% of any invoice until all work is complete, which sum shall be paid within 35 days of completion of the work and receipt of all deliverables.”
- Section 9: We suggest adding language to the end of the section as a new paragraph as follows:  
"Notwithstanding the foregoing, with respect to any professional liability claim or lawsuit, this indemnity does not include providing the primary defense of City, provided, however, Consultant shall be responsible for City's defense costs to the extent such costs are incurred as a result of Consultant's negligence, recklessness or willful misconduct."
- Section 15: We suggest the following language be added to the end of the section: “Consultant may stop work and/or terminate this Agreement upon 10 days’ written notice to City in the event City is in breach of any provision of this Agreement, and City fails to cure such breach during such 10-day period.”
- Section 20: We suggest striking this section.

# Appendix A

## Resumes



# Steven Hochart

## PRINCIPAL-IN-CHARGE

Steven Hochart is a project manager with 23 years' mapping and surveying consulting experience. Steven connects a diverse range of clients, including private companies, cities and counties, universities, and the military with the right mapping/surveying solutions to enhance project operations. He has managed various projects ranging from mapping/survey to database/system implementation and feasibility studies to vegetation and stream mapping, species modeling, and reserve planning.

Additionally, Steven has extensive experience in IT and strategic master planning, compliance monitoring, land use permitting, and GIS analysis and mapping. He has managed large on-call contracts for state, municipal, and federal agencies across multiple lines of services for a diverse set of clients.



### Education

*University of California,  
Santa Barbara  
BA, Geography,  
(Environmental Studies  
emphasis), 2001*

## Relevant Project Experience

### Development

**UAV-Based LiDAR and Aerial Imagery Data Collection, Private Developer, El Centro, California.** Responsible for all aspects of project coordination and management of the project. Dudek was responsible for planning and collecting UAV-based LIDAR and aerial imagery for the El Centro project site. Project planning included coordinating with local FAA and obtaining the required permissions to fly the project site. After the UAV data was collected for the project site, the Dudek team completed all of the data post-processing and developed the final deliverables. The final deliverables included orthophoto, topo contours, site planimetrics, and site perspective views. All deliverables were completed and delivered with under 1-inch positional accuracy.

**UAV-Based LiDAR and Aerial Imagery Data Collection, Alexander & Baldwin, Maui, Hawai'i.** Responsible for all aspects of project coordination and management of the project. Dudek was responsible for planning and collecting UAV-based LIDAR and aerial imagery for the Industrial Lot project site. Project planning included coordinating with local FAA and obtaining the required permissions to fly the project site. After the UAV data was collected for the project site, the Dudek team completed all of the data post-processing and developed the final deliverables. The final deliverables included orthophoto, topo contours, site planimetrics, and site perspective views. All deliverables were completed and delivered with under 3-inch positional accuracy.

### Municipal

**City and County of Honolulu Fire Department Asset Management Design and Implementation, Hawai'i.** As project manager/technology lead, was responsible for working with all project stakeholders in the City and County of Honolulu Fire Departments to create the first map-based asset management system for the city. The system was integrated with ESRI ArcServer and IBM Maximo platforms. The results enabled the fire department to view the location of all assets on the island of O'ahu.

**IBM Maximo Implementation with Custom Mapping Application, City and County of Honolulu, Hawai'i.** As project manager, was responsible for the implementation of the Maximo Asset Management System for the City and County of Honolulu. Managed the implementation team and was responsible for customer communication with all project stakeholders throughout the process of implementing the new system for the client. The final system utilized IBM's Maximo Asset Management system and a custom Environmental Systems Research Institute (ESRI) interface that enabled the users to create and process work orders using a custom map interface.

**Pavement Management System Implementation, City and County of Honolulu, Hawai'i.** As project manager/technology lead, was responsible for working with the project stakeholders to identify the requirements for a new pavement management system that would be used to plan for future capital improvement projects. Steven then developed a technology solution for the city and county that met their requirements by using a suite of different "off the shelf" software solutions.

**Super Ferry Feasibility Study, State of Hawai'i Harbor Division, Honolulu, Hawai'i.** Served as project lead/geographic information system (GIS) analyst. Responsible for creating an infrastructure inventory for all of the harbors in the state of Hawai'i and creating a feasibility model to identify the harbors with highest suitability for accommodating the Hawai'i Super Ferry.

# Ryan Shupert

## PROJECT MANAGER

Ryan Shupert is a survey manager with 5 years' experience managing geospatial and land survey projects throughout North America and Hawai'i for utility providers, renewable developers, due diligence firms, and local municipalities. Ryan's experience includes ALTA/NSPS surveys, civil design topographic surveys, utility surveys, transmission line surveys, easement exhibits, aerial lidar, and photogrammetry.

## Project Experience

**Water Infrastructure GIS Asset Mapping, June Lake Public Utility District, June Lake, California.** Served as project manager for the real-time kinematic survey to map the location of the June Lake Public Utility District water infrastructure. Points were collected on the center of features, and digital photos were recorded for each feature, allowing for future asset management and creation of a comprehensive database for the water system. Dudek collected and stored the data in an Esri ArcGIS Online environment. The data were then formatted and exported to a file geodatabase. Dudek staff completed setup of the ArcGIS Online account. Training was conducted for Dudek's Planning and Urban Design staff on how to navigate the ArcGIS Online environment and how to conduct mobile data collection so that staff can continue updating and managing their water utility assets in the future. Dudek used existing National Geodetic Survey control monuments where available. Dudek delivered the data in California State Plane Zone 3, U.S. feet, North American Datum of 2011, and North American Vertical Datum of 1988.

**Water Infrastructure GIS Asset Mapping, Board of Water Supply, Oahu, Hawai'i.** Served as field operations manager for the GIS mapping of approximately 46,000 water assets throughout the island of Oahu. Accurate locations of assets were collected using real-time kinematic GNSS, and the asset's unique identifier was included with the deliverable. The data collected were posted directly into ArcGIS Online using Esri GNSS metadata fields, which allowed the client to view progress in real time. The project was challenging due to the number of assets that needed to be mapped, so a large field crew was organized to complete the fieldwork ahead of schedule.

**Civil Design Topographic Surveys, City of La Canada Flintridge Engineering Department, La Canada Flintridge, California.** Served as project manager for a 2-mile topographic survey for design purposes by the city engineer. This project required the use of total stations necessary to achieve the high levels of accuracy required for design. Several right-of-way permits were required to be filed and traffic control was organized for safety purposes.

**Reservoir 5B Topographic Survey, South Coast Water District, Dana Point, California.** Served as project manager for a civil design topographic survey for a reservoir maintained by the South Coast Water District. The data were utilized by project engineers for the design and replacement of the reservoir.

## Education

*Liberty University  
BS, Aeronautics  
(Unmanned Aerial  
Systems emphasis)*

## Certifications

*FAA Remote Pilot  
Certification, Part 107,  
Small Unmanned Aircraft,  
2016, No. 3940189*

*Private Pilot, Airplane  
Instrument Rating,  
No. 3858922*

*North Carolina DOT UAS  
Commercial Operator  
Permit, 2023,  
No. C0018405*

*Transport Canada Small  
Remotely Piloted Aircraft  
System, Visual Line of Site,  
Basic Operators, 2024,  
No. PC2305318756*

**Owen's Lake Aerial Lidar Survey for Dust Mitigation, Los Angeles Department of Water and Power, Lone Pine, California.** Served as project manager for the quarterly lidar data collection for the Owen's Lake dust mitigation project. This project required Notices to Air Missions to be filed with the Federal Aviation Administration in accordance with client requirements as the subject area falls within military aviation training routes. Permanent control was established on site to serve as the basis for each quarter's data collection.

**Fort Shafter and Schofield Barrack ALTA/NSPS Surveys, Confidential Client, Honolulu, Hawai'i.** Served as project manager for two ALTA/NSPS surveys conducted on U.S. Army land. Boundary retracement posed especially difficult due to the lack of previously recorded surveys of the subject parcels. Coordination and approval to access the lands was required to be performed through the Department of Defense to complete the fieldwork.

**Task Order 6, State of Hawai'i, Department of Hawaiian Homelands, City of Kawaihae, Hawai'i.** Served as remote pilot in command for the collection imagery to generate a geo-referenced orthomosaic image for 7,000 acres of development land. These data were utilized as a baseline for land development projects by the Department of Hawaiian Homelands. The remoteness and terrain of this project required extensive planning and coordination to ensure data collection was conducted safely and effectively.

**Task Order 9, State of Hawai'i, Department of Hawaiian Homelands, City of Kahikinui, Hawai'i.** Served as remote pilot in command for the collection imagery to generate a geo-referenced orthomosaic image for 4,000 acres of development land. These data were utilized as a baseline for land development projects by the Department of Hawaiian Homelands.

# Armando Magana, PE, LS

## PROFESSIONAL LAND SURVEYOR

Armando Magana is a civil engineer with 28 years' experience in the public and private sectors in the Coachella Valley. Armando's license as a land surveyor complements his engineering abilities by allowing him to be involved in a wide variety of design elements throughout the land development process and to provide technical assistance to resolve any conflicts that may arise during construction. Armando has a solid foundation as a hydrologist and is able to develop extensive, varied, and appropriate drainage solutions.

Armando served as engineer in charge and the contracting officer's technical representative at the Marine Corps Air Ground Combat Center in Twentynine Palms, California. His experience includes coordinating the design, maintenance, and repair of utility infrastructure, including water and sewer lines, roads, culverts, and surface drainage structures, and developing construction drawings and specifications for civil engineering systems, such as sewer mains, storm and sanitary sewer lines, parking lot and road repaving, and other similar projects.

## Project Experience

**The Presidents Club at Indian Palms, Indio, California.** Provided construction staking calculations for sewer main, water main, curb and gutter, building layout and location, wall, parking lot, and storm drain staking.

**Various Projects, Various Locations.** Crew party chief during field work. Produced tract maps, parcel maps, records of surveys, American Land Title Association (ALTA) surveys, lot line adjustments, parcel mergers, and easement documents with legal descriptions.

**American Kings, First Solar Development, Lemoore, California.** Prepared a topographic base map for 1,570 acres located to the northeast of the intersection of Avenal Cutoff Road and 25th Avenue. Reviewed and compared spot elevations with contours to verify that vertical accuracy is in compliance with the national map accuracy standards.

**Jamestown, Rural County Representatives of California, La Grange, California.** Prepared a topographic base map for 90 acres located at 12001 La Grange Road, La Grange, California 95329. Reviewed and compared spot elevations with contours to verify that vertical accuracy is in compliance with the national map accuracy standards. Obtained data for site development and design, including boundaries, elevations, and topographic features visible on the ground surface, such as flat areas, roads, embankments, changes in grades, swales, ditches, tree outlines, structures, and ponds. Determined and recorded the size, direction of flow, material of construction, and routing of all underground utilities using existing drawings verified by observation within manholes, location of valves and hydrants, and pipe or conduit above ground. All existing structures, equipment, foundations, railroad switches, utility infrastructure, and other similar features were located and tagged with point data or reference notes. Contour lines were shown at 1-foot vertical intervals. Contours were drawn clear and sharp, using dashed lines, with every fifth contour (5-foot interval) bold/accentuated.



### Education

*California Polytechnic State University, San Luis Obispo*  
BS, Civil Engineering, 1995

### Certifications

*Professional Civil Engineer (PE),*  
CA No. 59563

*Licensed Land Surveyor (LS),* CA LS 8232



**White Rock, D.E. Shaw Renewable Investments, Sacramento, California.** Prepared a topographic base map for 3,450 acres located to the north of the intersection of Scott Road and Boys Ranch Road. Reviewed and compared spot elevations with contours to verify that vertical accuracy is in compliance with the national map accuracy standards.

**Battery Energy Storage System, Eolus Project Holdings LLC, Poway, California.** Prepared an ALTA for lots 29, 30, and 31 City of Poway Tract 87-13 Unit 1 Map No. 12556. Reviewed title report and plotted easements of record, located existing structures and utilities, and certified that the map/survey was in accordance with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys adopted by ALTA and National Society of Professional Surveyors (NSPS) in 2021 and included items 2, 3, 4, 8, 9, 11(A), 11(B), and 13 of Table A.

**Captiva, Broad Reach Power, San Capistrano, California.** Prepared an ALTA for 29343 Camino Capistrano, San Capistrano, California 92675. Reviewed title report and plotted easements of record, located existing structures and utilities, and certified that the map/survey was in accordance with the “Minimum standard detail requirements for ALTA/NSPS land title surveys” adopted by ALTA and NSPS in 2021 and included items 1, 2, 3, 4, 8, 9, 6(A), 6(B), 8, 11, 13, 14, 16, 17, and 20 of Table A.

**Coachella Valley Mosquito and Vector Control District, Indio, California.** Served as senior civil engineer. Prepared a Tentative Tract Map 38680 for 15 lots located near Trader Place and Oleander Ave, Indio, California 92201. Coordinated with the environmental department to prepare a CEQA Initial Study. Plotted record easements on the map. Tentative Tract Map 38680 was approved by the City and condition of approval for the final tract map was provided.

# Stephen Paul, PLS

## PROFESSIONAL LAND SURVEYOR

Stephen Paul is a project manager with 41 years' experience as a land surveyor specializing in boundary, topographic, ALTA/NSPS land title surveys, GPS, construction stakeout, subdivision and development projects, water, sewer and other utilities and infrastructure improvement projects. He has worked with public-sector clients at the local, state, and federal levels, as well as private sector clients.

## Relevant Previous Experience

### Development

**Castle & Cooke Homes Hawaii, Mililani Mauka Offsite Roadways, Phase 11, Topographic Survey after erosion repair.** Senior land surveyor and project manager who prepared an as-built topographic survey of a repaired erosion area for comparison to the original grading plan.

**Castle & Cooke Homes Hawaii, Mililani Mauka Rear Property Line Encroachment Surveys II.** Senior land surveyor and project manager who oversaw surveys that showed encroachments onto community-owned firebreak lots by private lot owners.

**Castle & Cooke Homes Hawaii, Koa Ridge Offsite Drainage Topographic Surveys.** Senior Land Surveyor and project manager who prepared topographic surveys for the design of offsite storm drainage system for a large residential development.

**Forest City Commercial Development, Increment IV, Navy Family Housing PPV II.** Various locations on Oahu, senior land surveyor who provided ALTA/ACSM land title surveys, land court and regular system boundary surveys, as well as topographic mapping of military housing neighborhoods totaling over 200 acres.

**SamKoo Pacific, LLC, The Central Ala Moana and Kapiolani Residence.** Senior land surveyor and project manager who provided boundary and topographic surveys, construction stakeout services, and ALTA/NSPS Land Title surveys for the design and construction of two high-rise developments in downtown Honolulu, Hawaii.

**Kyo-Ya Company, LLC, Royal Hawaiian and Sheraton Waikiki Hotels.** Senior land surveyor and project manager who prepared ALTA/NSPS Land Title surveys for two resort complexes in Waikiki, Hawaii.

### Water/Wastewater

**City and County of Honolulu Board of Water Supply, Ekoa Place and Mona Street Rockfall Mitigation, Aina Haina, Honolulu, Hawaii.** Senior land surveyor who prepared topographic maps of an area on a steep hillside behind approximately 20 private residences.



### Education

North Carolina Society of Surveyors Institute at North Carolina State University, Raleigh, North Carolina  
Certificate of Graduation, Specialized Surveying Curriculum, 1996

### Certifications

Professional Land Surveyor (PLS), HA No. LS-12526

Registered Land Court Surveyor, HA No. 370

PLS, Guam No. 079

PLS, NC No. L3340

**City and County of Honolulu Board of Water Supply, Makakilo Water System Improvements, Part III, Kapolei, Honolulu, Hawaii.** Senior land surveyor and project manager who prepared topographic surveys for the preparation of plans and specifications to replace approximately 11,400 linear feet of four-, six-, and eight-inch water mains and appurtenances in Makakilo.

**City and County of Honolulu Board of Water Supply, Fire Hydrant Installations at Aiea and Kaimuki, Honolulu, Hawaii.** Senior land surveyor and project manager who prepared topographic surveys for the preparation of plans, specifications, cost estimates, and permits for the installation of 23 fire hydrants.

**City and County of Honolulu Board of Water Supply, Storm Water Management Plan Improvements, Honolulu, Hawaii.** Senior land surveyor and project manager who prepared topographic surveys to prepare plans, specifications, cost estimates, and permits for proposed improvements to storm water discharge at 4 BWS sites on Oahu.

**City and County of Honolulu Board of Water Supply, Kapolei Base Yard and Desalination Plant Master Plan, Kapolei, Honolulu, Hawaii.** Senior land surveyor and project manager who prepared topographic surveys for planning, engineering, and architectural services to redevelop the property.

**City and County of Honolulu Board of Water Supply, Service Lateral Replacement at Mililani, Honolulu, Hawaii.** Senior land surveyor who prepared boundary and topographic surveys for the design and construction of service lateral replacements.



# Hunter Stetson

## PROJECT MANAGER

Hunter Stetson has 12 years’ surveying experience in the Bay Area and Northern California performing a wide range of roles, from chainman to project surveyor, at many large firms. Hunter’s expertise spans topographic, ALTA/NSPS, boundary, construction staking, monitoring, control networks, level loops, corner records, monument preservation, and hydrographic surveys, handling both office and field scopes. Specializing in conventional survey techniques and newer technologies such as remote sensing and terrestrial scanning, Hunter is proficient in programs such as Civil 3D (2012-2024), Trimble Business Center, Leica Infinity, Cyclone, Starnet, Mission Planner, HyPack, Drone Deploy, Pix4D, Bluebeam, and MS Office. Additionally, Hunter is experienced with drones including the Wingtra Gen 2, DJI Phantom 4 Pro, and Seafloor Systems Hydrone, providing clients with a wide range of options to complete a survey.

### Education

CSU Fresno,  
Bachelor of Science in  
Geomatic Engineering,  
2018

### Certifications

California Professional  
Land Surveyor #9737

## Project Experience

**ALTA/NSPS Survey, Confidential Client, 2800 Sand Hill Road, Menlo Park, California.** Served as surveyor of record for an ALTA/NSPS survey of a multi-building office complex in Menlo Park, California. Managed field crews and provided them with pre-calculations for boundary recovery, features that needed to be surveyed to comply with client provided Table A list, directed field crew on control tie ins and safety procedures. Conducted site verification and provided ortho-rectified aerial imagery of the project site utilizing the Phantom 4 Pro.

**Hinman Dam Topographic and Hydrographic Survey, California Department of General Services, Yountville, California.** Served as surveyor of record for a 3.5-acre hydrographic survey of the reservoir bed. Provided UAV photogrammetry of surrounding environment for additional analysis. Conducted traditional topographic survey utilizing conventional survey techniques with GNSS systems and total stations.

**Cobb Mountain CHP Tower Topographic and Boundary Survey, California Department of General Services, Cobb Mountain, California.** Served as surveyor of record for a topographic and boundary survey for a CHP tower lease. Utilized unmanned aircraft systems to conduct an ultra-high detailed LiDAR topographic survey for 5 miles of access roads. Conducted traditional topographic survey utilizing conventional survey techniques with GNSS systems and total stations. Provided the client with an unrecorded rights report and corrected easements were provided.

**ALTA/NSPS Survey, Confidential Client, San Juan Capistrano, California.** Currently serving as surveyor of record for an ALTA/NSPS survey for a large real estate transaction supporting the renewable energy sector. This project posed significant challenges determining a boundary resolution due to the lack of mapping and inaccuracies in existing maps. A multitude of easement exhibits both permanent and temporary in nature were created to support the project development. Additional tasks included reviewing field data, research previous surveys, and determining boundary resolutions.

**GPS Survey Control Network, Confidential Client, Northern California.** Served as surveyor to provide the client with a comprehensive GPS control network for 35,000 miles of transmission lines. These controls were utilized to register helicopter LiDAR data for an as-built survey. Managed and directed field teams to safely obtain GPS observations. Coordinated and made recommendations to the client on optimal control locations with consideration for location, environment and safety.

## Water/Wastewater

**City and County of Honolulu Board of Water Supply, Ekoa Place and Mona Street Rockfall Mitigation, Aina Haina, Honolulu, Hawaii.** Senior land surveyor who prepared topographic maps of an area on a steep hillside behind approximately 20 private residences.

**City and County of Honolulu Board of Water Supply, Makakilo Water System Improvements, Part III, Kapolei, Honolulu, Hawaii.** Senior land surveyor and project manager who prepared topographic surveys for the preparation of plans and specifications to replace approximately 11,400 linear feet of four-, six-, and eight-inch water mains and appurtenances in Makakilo.

**City and County of Honolulu Board of Water Supply, Fire Hydrant Installations at Aiea and Kaimuki, Honolulu, Hawaii.** Senior land surveyor and project manager who prepared topographic surveys for the preparation of plans, specifications, cost estimates, and permits for the installation of 23 fire hydrants.

**City and County of Honolulu Board of Water Supply, Storm Water Management Plan Improvements, Honolulu, Hawaii.** Senior land surveyor and project manager who prepared topographic surveys to prepare plans, specifications, cost estimates, and permits for proposed improvements to storm water discharge at 4 BWS sites on Oahu.

**City and County of Honolulu Board of Water Supply, Kapolei Base Yard and Desalination Plant Master Plan, Kapolei, Honolulu, Hawaii.** Senior land surveyor and project manager who prepared topographic surveys for planning, engineering, and architectural services to redevelop the property.

**City and County of Honolulu Board of Water Supply, Service Lateral Replacement at Mililani, Honolulu, Hawaii.** Senior land surveyor who prepared boundary and topographic surveys for the design and construction of service lateral replacements.

A wireframe illustration of a mountain range, rendered in a light blue color against a dark blue background. The mountains are composed of a grid of lines, creating a 3D effect. The lines are more densely packed in the foreground and become more sparse as they recede into the distance.

# DUDEK

800.450.1818 | [HELLO@DUDEK.COM](mailto:HELLO@DUDEK.COM)

[DUDEK.COM](https://www.dudek.com)



**FIRST AMENDMENT  
TO  
MAINTENANCE SERVICES AGREEMENT**

This First Amendment to Maintenance Services Agreement ("First Amendment") is made and entered into as of July 15, 2025, by and between the City of Diamond Bar, a municipal corporation ("City"), and Nova Landscape Group Inc., a California limited liability company (herein referred to as the "Contractor") with reference to the following:

A. The City and the Contractor entered into that certain Maintenance Services Agreement dated as of May 20, 2025, which is incorporated herein by this reference (the "Original Agreement"); and

B. The City and the Contractor desire to amend the Original Agreement to modify, amend, and supplement certain portions thereof.

**NOW, THEREFORE**, the parties hereby agree as follows:

**1. Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

**2. Additional Scope of Services.** The additional Scope of Services attached hereto as Exhibits A-1 and B are hereby added in addition to Exhibit "A" to the Original Agreement, which additional exhibits are attached hereto and incorporated herein by this reference.

**3. Compensation.** The total not-to-exceed compensation set forth in Section 3 of the Original Agreement was the sum of \$450,000 for fiscal year 25/26, \$464,750 for fiscal year 27/28, and \$480,200 for fiscal year 27/28. Section 3 of the Original Agreement is hereby amended to provide for an increase of five hundred twenty-seven thousand nine hundred eighty-five dollars (\$527,985) in fiscal year 25/26, an increase of one hundred ninety-two thousand five hundred ten dollars (\$192,510) in fiscal year 26/27, and one hundred ninety-nine thousand two hundred thirty-eight dollars (\$199,238) in fiscal year 27/28 so that the total not-to-exceed compensation, as amended by this First Amendment shall not exceed nine hundred seventy-seven thousand nine hundred eighty-five dollars (\$977,985) for fiscal year 25/26, six hundred fifty-seven thousand two hundred sixty dollars (\$657,260) for fiscal year 26/27, and six hundred seventy-nine thousand four hundred forty-eight dollars (\$679,448) for fiscal year 27/28 without the prior authorization of the City.

**4. Integration.** This First Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This First Amendment amends, as set forth herein, the Original Agreement and except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the

terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control.

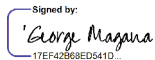
**IN WITNESS** hereof, the parties enter into this First Amendment on the year and day first above written.

“CONTRACTOR”

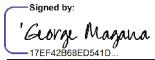
“CITY”

NOVA Landscape Group, Inc.

CITY OF DIAMOND BAR

By:   
Signed by: George Magaña  
17EF42B68ED541D...  
 Printed Name: George Magaña  
 Title: President

By: \_\_\_\_\_  
 Daniel Fox, City Manager

By:   
Signed by: George Magaña  
17EF42B68ED541D...  
 Printed Name: George Magaña  
 Title: Chief Financial Officer

ATTEST:

\_\_\_\_\_  
 Kristina Santana, City Clerk

APPROVED AS TO FORM:

  
Signed by: Omar Sandoval  
4F8D2446CBF547C...  
 \_\_\_\_\_  
 Omar Sandoval, City Attorney

**\*NOTE: If Consultant is a corporation, the City requires the following signature(s):**

- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

**EXHIBIT “A-1”**

**Ball Field Rehab at PONY Property (one-time project)**

[Behind this page.]





**Request for Proposal City of Diamond Bar**  
**Ball Field Rehab at Pony Property**

February 25, 2025



*Prepared for:*

**City of Diamond Bar**  
C/O Contract Services  
21810 Copley Drive  
Diamond Bar, CA 91765



## EXECUTIVE SUMMARY

### RE: BALL FIELD REHAB SERVICES – DIAMOND BAR PONY FIELDS

Nova Landscape Group, Inc. is pleased to submit our proposal to professionally rehab the Pony Baseball fields. Our teams are well versed in this type of work having performed several similar baseball field renovation projects for the City of Norco, Damian High School, University of La Verne and Cal Baptist University to name a few. We have also performed many turf renovations consisting of aerating, verti-cutting, large roll sod installs, and wide application over-seeding and topdressing. What we feel makes this project unique is the irrigation system appears to be suffering from deferred maintenance. This project will require significant irrigation knowledge and experience, and we are up to that task as well. Our teams have diagnosed, repaired, and upgraded many similar fields, such as the Big League Dreams facility in Jurupa Valley. While they have maintenance crews in house, when it comes to the complex nature of things like antiquated and problematic irrigation systems, the expertise and specialty equipment required to address such challenges can be overwhelming. That is where our services are typically requested. We have techs certified by the CLCA with the expertise to perform things like wire tracing, large scale repairs, backflow and controller installs, as well as running new mainlines when the cost of repair exceeds the cost of new. Our team will work closely with city staff during the discovery phase to provide options and recommendations to get your system back online as cost effectively as possible.

We take great pride in our work and the relationships we build while providing quality solutions at a value and trust our proposal will outline how we can accomplish the same for you.

Thank you for the opportunity to submit this proposal and for your consideration. If you have any questions about this proposal, feel free to contact me at (909) 641-6111 or by email at [gmagana@nlg-inc.com](mailto:gmagana@nlg-inc.com).

Sincerely,



George Magaña  
Nova Landscape Group, Inc.



## YOUR TEAM

The team hand selected to perform the ***City of Diamond Bar Pony Fields Maintenance*** has the skills and experience necessary to meet your specific needs and expectations.

| TEAM MEMBER                                         | JOB TITLE                                             | JOB RESPONSIBILITY                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------|-------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>George Magaña</b>                                | President                                             | <ul style="list-style-type: none"> <li>Accountable for your complete satisfaction</li> <li>Helps identify problem areas and solutions</li> <li>Aids in planning and resource management</li> <li>Evaluates site and supports staff</li> <li>Ensures compliance with contract requirements</li> <li>Ensures compliance to state and local legislation</li> </ul>                                                                          |
| <b>Rafael Munoz<br/>C27 &amp; QAL-B</b>             | Account Manager                                       | <ul style="list-style-type: none"> <li>Interfaces with city contact and production teams</li> <li>Responds to regular service requests</li> <li>Ensures compliance to job specs and quality</li> <li>Reports/Documents progress and completion</li> <li>Ensures readiness of workers, tools and materials</li> <li>Responsible for execution of daily operations</li> <li>Ensures Safe environment for crews and park patrons</li> </ul> |
| <b>Wilfredo<br/>Hernandez</b>                       | Irrigation Technician                                 | <ul style="list-style-type: none"> <li>Performs inspections of the irrigation system</li> <li>Provides recommendations for repairs and upgrades</li> <li>Performs irrigation repairs and upgrades</li> <li>Irrigation controller programming/mapping</li> <li>Performs adjustments such as to nozzles and heads</li> <li>Troubleshoots malfunctions in system</li> </ul>                                                                 |
| <b>Moises Rivera,<br/>and Ruben<br/>Bettancourt</b> | Crew Members                                          | <ul style="list-style-type: none"> <li>Perform mowing, edging, blowing, scalping, verticutting</li> <li>Perform pruning, trimming, weeding</li> <li>Trash and debris clean-up</li> <li>Weed spraying and removal</li> <li>Tree under-trimming up to 12' for safety clearance</li> <li>Perform over-seeding, top dressing, fertilization</li> </ul>                                                                                       |
| <b>Allen Aragon</b>                                 | Athletic Field<br>Specialists<br><br>(Sub contractor) | <ul style="list-style-type: none"> <li>Performs laser leveling</li> <li>Restores mounds and bull pens</li> <li>Restores batter's boxes</li> <li>Restores warning tracks</li> <li>Sod removal and installation on infield transition</li> </ul>                                                                                                                                                                                           |
| <b>Robert Curiel<br/>QAL-A,B,C,F</b>                | Pest Control Advisor                                  | <ul style="list-style-type: none"> <li>Responsible for safe execution of agronomic program</li> <li>Helps identify problem pest management solutions</li> <li>Operates spray truck and equipment as needed</li> <li>Responsible for reporting and compliance with CDPR</li> <li>Works with and trains field personnel</li> </ul>                                                                                                         |
| <b>Wendy Magaña</b>                                 | Office Manager                                        | <ul style="list-style-type: none"> <li>Certified Payroll &amp; Reports</li> <li>Customer Service</li> <li>Billing &amp; Accounts Receivable</li> <li>Purchasing &amp; Accounts Payable</li> <li>Responsible for DIR compliance</li> </ul>                                                                                                                                                                                                |

## KEY BRANCH BIOGRAPHIES & QUALIFICATIONS

### **George Magaña, *President***

With over two decades providing landscape maintenance and construction services for hundreds of acres of landscape throughout Southern California, George brings a wealth of knowledge and experience to the team. He's partnered with many municipalities on maintenance, construction, irrigation and athletic field renovations. Throughout his career as a landscape professional, he's personally managed teams delivering service to hundreds of acres of parks, college campuses, athletic fields, miles of trails & parkways, and even managed the parks contract for the city of Diamond Bar. He's led teams of upwards of 350 members performing landscape maintenance, construction, tree care, and water management services and understands the importance of delivering consistently against complex scopes of work, while maintaining flexibility to change direction as priorities evolve and never compromising on safety.

### **Rafael Munoz, *Account Manager***

Rafael is a 25-year veteran of the green industry working in several aspects of the business, including design, installation and maintenance. He has worked on some of the largest contracts across the Inland Empire for the largest corporate entity in the landscape industry. Some notable projects include contracts for the Cities of Ontario, Riverside, Norco, Rancho Cucamonga and Fontana. He holds a C27, a Qualified Applicators License and oversees the overall safety and production in the branch. Rafael's skill set includes vast horticultural knowledge, attention to detail, significant construction experience, and the ability to train and develop employees.

### **Moises Rivera, *Production Specialist & Crew Leader***

Moises has been in the industry for over 20 years. His vast experience allows him to ensure quality service at all levels as well as the ability to immediately solve almost any problem or issue that might arise in the field. Moises' training allows him to provide expertise in proper horticultural techniques and practices. He has an extensive background in field renovation and understands the importance of consistently delivering safe, clean, and green parks.

### **Robert Curiel, *Qualified Applicator & Agronomic Specialist***

Robert has been in the industry for over 15 years. He leads up our agronomic department, handles the training of our spray technicians and assures we are in compliance with all state and local agency regulations as well as those of the department of pesticide regulation. His expertise includes weed abatement, pre-emergent, growth regulators and pesticide application. He is a licensed qualified applicator with endorsements in the following categories: A. Residential, Industrial, and Institutional, B. Landscape Maintenance, C. Right of Way, and F. Aquatic. He has worked on projects such as The City of Fontana, The City of Norco, The City of Rancho Cucamonga, The City of Ontario, The City of Upland, Kaiser Hospital in Fontana and many other projects requiring various types specialized chemical applications.

### **Crew Members, *General Landscape Maintenance***

Nova Landscape Group, Inc. prides itself on developing its team members through training and mentoring. Our Crew Leaders and Gardeners consist of various levels of training and responsibility. Our gardeners are some of the best trained, and most experienced in the industry. Most of our gardeners have been in the industry for over 10 years. Our gardeners are the backbone of the company, performing landscape maintenance services on the properties we are entrusted with maintaining and we pride ourselves on helping them to continue developing their skill sets.

# ABOUT NOVA LANDSCAPE GROUP, INC.

## Technical Ability

With over 25 years combined experience, Nova's team of professionals have consistently delivered for our customers across the Inland Empire. Our ability to dependably deliver for our customers, when others are driven by a bottom line, differentiates us from big businesses in our industry. We not only invest in the best equipment, but we pride on ourselves on the development of our team. We value our clients and deliver significant value for each landscape dollar they spend.

### Services:

Nova Landscape Group, Inc. provides landscape services at a value to our clients in many forms. Our service offerings include:

- **Design & Pre-Construction Services.** We've performed some of the Inland Empire's largest turf conversion projects, central irrigation retrofits, and even disaster recovery projects for the military. Our team works with customers on simple, effective and sustainable solutions, value engineering, and "What if scenarios" to make sure we've thought things through.
- **Landscape Construction.** We are a proud provider of landscape installation services for customers on a large and small scale. We are here to help no matter what your budget. We have performed dozens of field renovations utilizing large roll sod, tractors with many attachments for things like aeration, topdressing, over-seeding, as well as laser leveling and infield transition repair. We have also installed and managed large scale central controller systems for many clients.
- **Landscape Maintenance.** We bring decades of experience offering solutions and services for landscape design, maintenance, install, tree care, seasonal color, enhancements and water management. Nova Landscape Group, Inc. has the expertise to handle any landscape challenge including municipalities, business parks, retail centers, hotels and homeowners' associations.
- **Honoring our commitments.** Customer satisfaction is our priority. We work to build long lasting trust-based relationships as we know exceeding a clients' expectations will lead to continued business and referrals.
- **Professional service tailored to specific client needs.** Nova trains, empowers, and provides incentives to its account managers to make the decisions necessary to service and completely satisfy our customers. We strive to fully understand the needs of our customers and to address those needs with a personal level of service.
- **Treating our client's resources as if they were our own.** Nova is a local family-owned business, and as such respect the value of a hard-earned dollar and focus on working effectively and minimizing waste.
- **Proactive management of your asset.** With a highly tenured workforce and continual training; we work to minimize liability and risk in everything we do. Our goal is simple, effective and sustainable landscape solutions to resolve problems right the first time.

The team at Nova Landscape Group Inc., strives to build a reputation in the private and public sector by working successfully with owners, builders, developers, city staff, and property managers to nurture landscapes across Southern California.

## PROJECT SPECIFIC EXPERIENCE

Nova Landscape Group, Inc., is a locally owned and operated landscape services company established in 2015 by Rafael Munoz and George Magaña. George is the managing principal and has upwards of 15-years' experience managing large scale municipal contracts throughout the Inland Empire region. He and his team are well versed in the techniques required to manage public facilities. As an experienced partner delivering local expertise and resources, we understand how best to work with city staff to ensure residents receive the service level outlined in the scope of work, providing them with safe, aesthetically pleasing landscapes and recreational facilities. In addition to a C-27 Landscape Contractors license, Nova Landscape Group, currently maintains a Qualified Applicators License and works with a licensed Pest Control Advisor to assure your agronomic program is planned and executed to the standards required by all local and state governing agencies. In addition, we partner with a select group of arborists, certified irrigation auditors, landscape architects, manufacturers reps, and other industry leading professionals to assure that every challenge we face meets with a simple, safe, and effective solution.

The team at Nova Landscape Group, has the experience and necessary resources in house, as well as the ability to obtain any additional equipment and/or employees, before the start date of this contract. George has personally led teams that successfully managed hundreds of acres of landscapes, parks, and facilities for municipalities throughout the Inland Empire.

### **Some of the other contracts George and his teams have successfully managed are:**

- The City of Norco LMD's, Parks, & Equestrian Trails
- The City of Fontana LMD's and Parks
- The City of Ontario LMD's & Housing
- The City of Rancho Cucamonga LMD's and Parks
- The City of Chino Hills Parks
- The City of Upland LMD's
- The City of Riverside LMD's
- The County of San Bernardino Regional Parks

George and his team have not only worked for years on landscapes that include similar fields, plant palettes and irrigation systems to those areas covered by this RFP, but he has worked on and managed the parks contract for the City of Diamond Bar and has performed similar renovations on several Diamond Bar parks with similar specifications and expectations.

The team at Nova Landscape Group has hands on experience working safely on parks, medians, parkways, central irrigation systems, working with city staff and is committed to delivering the service you've come to expect at a value. Our core values focus on safely providing our trusted partners with lush thriving landscapes and unsurpassed customer service at a fair and competitive price. Our model is simple, people first and a focus on what we do best, managing landscapes. We know by putting our clients and employees first, and delivering consistent service at a competitive price, we will build trust-based relationships that will endure year after year.

We are a local minority owned business that does not discriminate against any employee, applicant, or subcontractor because of race, color, religion, sex, or national origin. We are an equal opportunity employer, and we adhere to all federal, state, and local laws and regulations.

## REFERENCES

### List of References/Similar Projects

For the last fifteen years George Magaña has made a reputation for himself as a trusted partner for many local municipalities. He has personally managed hundreds of acres of parks, athletic fields, public facilities and open spaces for many local cities. He and his teams have successfully managed many large-scale/five-year maintenance projects as well as performed a vast amount of irrigation retrofits, field renovations, ball field laser leveling and infield transition repairs. He has also delivered athletic services for many private institutions demanding a more stringent program such as the University of La Verne and Cal Baptist University in Riverside. Throughout their careers George Magaña and Rafael Munoz have always strived to build enduring relationships by delivering results. George was an account manager on the City of Diamond Bar parks for upwards of five years and was the project lead when the controllers throughout Diamond Bar were converted to a centrally managed system. We welcome you to contact the following clients and ask questions regarding George and Rafael's level of service and commitment to them.

**City of Norco - \$750,000 Annual in Parks & LMDs, \$520,000 in Trails & Right of Ways  
Collaboration on Maintenance & Construction**

Contact: Derek LaCombe, Public Works Supervisor - (951) 310-7870

Contact: Todd Shank, Parks and Maintenance Supervisor - (951) 212-9427

Oversaw the contracts for landscape maintenance, construction, and water management services for City Parks & LMDs. These contracts include public parks (including daily restroom maintenance), parkways and medians, athletic fields, slopes, trails, open space and Landscape Maintenance Districts (LMD's). Currently maintaining over 70 miles of horse trails and parkways throughout the city as well as the LMD's including three parks.

**City of Ontario - \$540,000 Annual in Housing, Right of Way and LMDs  
Collaboration on Maintenance & Construction**

Contact: Philip Moreno, Maintenance Supervisor (909) 376-0351

Oversaw the contracts for landscape maintenance and construction as well as water management services at various public facilities throughout the city including medians, parkways, and common areas.

**City of Fontana - \$1,440,000 Annual in Parks & LMDs Annual  
Maintenance, Water Management & Construction**

Contact: Dan West, Public Works Manager (909) 350-6518

Oversaw the contracts for landscape maintenance and construction as well as water management services at various public facilities throughout the city including parks, community centers, schools, medians, parkways, and common areas.

**City of Rancho Cucamonga - \$1,020,000 Annual in Parks & LMDs Annual  
Collaboration on Maintenance & Construction**

Contact: Steve Relph, Maintenance Supervisor (909) 773-2624

Oversaw the contracts for landscape maintenance and construction, as well as turf removal and drought conversion services, in various locations throughout the city, such as parkways, medians and Landscape Maintenance Districts (LMD's).

## METHODOLOGY/PROJECT UNDERSTANDING

Should Nova Landscape Group, Inc. be selected as your landscape contractor, the following approach and methods would be utilized to accomplish the ***City of Diamond Bar –Ball Field Rehab for Pony Fields:***

- **Project Management**

The Account Manager will be your main point of contact. He will work with our crews, technicians, and city staff on developing a plan to troubleshoot, repair and upgrade the irrigation system. He will also oversee the teams renovating the fields, cleaning up the peripheral areas, and helping to schedule things so that they are addressed in the proper sequence, as well as completed in a timely fashion to meet your deadline and budgetary requirements.

- **Irrigation System Repair**

The lead irrigation tech will work with the account manager on identifying problem areas and solutions. He will troubleshoot, repair and upgrade the irrigation system as necessary. Water is the key to ensuring not only a thriving landscape but also the safe playability of the infield. The right balance of water provides a consistently smooth and firm playing surface. He and the account manager will work closely to ensure consistent water delivery is in place before any type of planting and/or seeding occurs.

- **Turf Repair**

The turf and surrounding areas have been overrun by pests. Our team would work on the eradication of the invertebrates causing mounds and holes, as well as the weeds that have overtaken the park. They would then begin efforts to scalp and dethatch the turf and prepare it for laser grading with a suitable soil mix. Turf along infield brick dust edges will be sod cut as needed to prepare for new sod and then ultimately seeding would occur.

- **Infield and Warning Track Repair**

The skinned areas of the fields and bull pens will also receive renovation working in new materials. Infields will be reset to proper dimensions and laser graded providing smooth transitions to adjacent turf. We will also ensure the warning tracks are renewed as needed on each field and that the base pins and rubbers have been properly placed as outlined in the scope of work.

- **Adjacent Landscape Cleanup and Turf Over-seeding**

The areas adjacent to the fields, such as fence lines and perimeters, as well as the remaining portions of the park will be cleaned up and trimmed as needed. In addition, once the irrigation and grading have been properly addressed, the fields will be over-seeded to provide an even and consistent turf throughout.

- **All eyes on Safety and Service**

Our crews are trained to understand your scope, expectations, and city standards for proper ball field structure and safety. Our Account Manager will maintain regular communication with our staff as well as city staff to assure they are all kept apprised of challenges, solutions, progress, and deadlines.



## PROJECT PRICING AND SERVICES

### Nova Landscape Group proposes to:

- Clean Up Peripheral Landscape and Hardscapes
- Treat for weeds in perimeter areas, ball fields, as well as for invertebrate pest control
- Sod cut and remove approximately three feet of worn sod around the perimeter of the infield “diamond”.
- Sod cut and remove approximately three feet of worn sod along the first and third baselines as well as the arc of the outfield for fields two and three. (*existing tracks*)
- Regrade the sod cut areas and prep for sod.
- Laser grade the infield. This procedure will include infield mix import.
- Layout the infield and reset new base pegs, home plate and pitching rubber as needed.
- Provide and install hybrid bermudagrass in “big roll” format.
- Reinforce the pitcher’s area with mound clay.
- Rebuild the bullpens.
- Redefine, survey and layout the warning track. This includes along third baseline, outfield and first baseline. Warning track mix will be provided.
- Treat field for pests; broadleaf and rodents.
- Scalp, verticut, and grade outfields. This procedure will include soil mix import.
- Over-seed @8lbs/1K LESCO All Pro Team Mates Plus Sports Field Mix and @3lbs/1K Bermuda.
- Top dress seed with 1/8” of topdressing
- Haul off and dispose of green waste generated from operations
- Installation of the controllers as outlined in the addendum

The cost for the procedure detailed above is **\$334,985.00**. It includes move-in/out costs, the materials plus installation, equipment and labor paid at maintenance prevailing wage rates as well as haul off and disposal fees.

### ***Exclusions include***

*Irrigation repairs which are to be billed at time and materials based on agreed upon Unit Pricing.*

## UNIT PRICE WORKSHEET

Unit pricing submitted will be used to determine the cost of any additional maintenance repair work that may be required. Additional maintenance repair work may or may not be requested and will only be completed upon written approval by the City.

| Item                         | Unit  | Cost       |
|------------------------------|-------|------------|
| Trenching (0-16" deep)       | LF    | \$ 16.00   |
| Trenching (16"+)             | LF    | \$ 38.00   |
| Repair 1/2" PVC              | LF    | \$ 1.55    |
| Repair 3/4" PVC              | LF    | \$ 1.75    |
| Repair 1" PVC                | LF    | \$ 2.05    |
| Repair 1" 1/2" PVC           | LF    | \$ 2.75    |
| Repair 2" PVC                | LF    | \$ 2.95    |
| Repair 3" PVC                | LF    | \$ 5.50    |
| Repair 4" PVC                | LF    | \$ 6.85    |
| New 1" PVC Installation      | LF    | \$ 14.55   |
| New 2" PVC Installation      | LF    | \$ 18.75   |
| New 3" PVC Installation      | LF    | \$ 24.75   |
| New 4" PVC Installation      | LF    | \$ 32.65   |
| Replace 1" Irrigation Valve  | EA    | \$ 139.80  |
| Replace 2" Irrigation Valve  | EA    | \$ 233.80  |
| Replace 3" Irrigation Valve  | EA    | \$ 543.95  |
| Replace 1" Gate Valve        | EA    | \$ 216.75  |
| Replace 2" Gate Valve        | EA    | \$ 445.95  |
| Replace 3" Gate Valve        | EA    | \$ 1288.15 |
| Replace 4" Gate Valve        | EA    | \$ 1519.90 |
| Replace 1" Ball Valve        | EA    | \$ 116.25  |
| Replace 2" Ball Valve        | EA    | \$ 335.25  |
| Replace 3" Ball Valve        | EA    | \$ 445.95  |
| Replace 4" Ball Valve        | EA    | \$ 625.75  |
| Replace Rainbird 1804 pop-up | EA    | \$ 24.65   |
| Replace Rainbird 1806 pop-up | EA    | \$ 33.55   |
| Replace Hunter PGP           | EA    | \$ 33.00   |
| Replace Hunter I-20          | EA    | \$ 164.70  |
| Replace Hunter I-40          | EA    | \$ 188.65  |
| Additional sod               | SQ FT | \$ 3.75    |



|                                                |        |           |
|------------------------------------------------|--------|-----------|
| Installation of irrigation wires (1-4 wires)   | LF     | \$ 12.70  |
| Installation of irrigation wires (5-8 wires)   | LF     | \$ 26.50  |
| Installation of irrigation wires (9-12 wires)  | LF     | \$ 44.75  |
| Installation of irrigation wires (13-16 wires) | LF     | \$ 58.70  |
| Installation of irrigation wires (17-24 wires) | LF     | \$ 89.50  |
| Installation of 10" round valve box            | EA     | \$ 59.95  |
| Installation of 20" valve box                  | EA     | \$ 96.00  |
| Irrigation technician                          | Hourly | \$ 65.00  |
| Labor                                          | Hourly | \$ 55.00  |
| Installation of 1" Hunter Quick Coupler Valve  | EA     | \$ 160.00 |

\$100,000.00 for fiscal year 25-26 for extraordinary, unforeseen irrigation repairs related to this one-time ball field rehab project. Repairs are to be billed on a time-and-materials basis, subject to written approval by the City.

One-Time Ball Field Rehab Project Not-to-Exceed **\$434,985.00**

**EXHIBIT “B”**

**Ongoing Ball Field Maintenance Services**

[Behind this page.]



## Request for Proposal City of Diamond Bar

### Landscape Maintenance Services

#### Pony Fields

February 25, 2025



*Prepared for:*

**City of Diamond Bar**  
C/O Contract Services  
21810 Copley Drive  
Diamond Bar, CA 91765



## EXECUTIVE SUMMARY

### RE: LANDSCAPE MAINTENANCE SERVICES – DIAMOND BAR PONY FIELDS

Nova Landscape Group, Inc. is pleased to submit our proposal to professionally manage the Pony Baseball fields. Based on our review of the RFP we've identified the following issues to be key in this response:

- Proactive, professional, and consistent athletic field, landscape, and restroom management
- Experience and knowledge delivered safely at a fair and competitive price
- Capability to troubleshoot, repair, and manage irrigation systems

The enclosed proposal was developed based on the information requested and outlined in the RFP. It will demonstrate how our experienced team can achieve your goals. Throughout our service commitment, you will see us address the following areas that you expressed are a priority:

- **Rapport & Scope Management**

The Account Manager will be your main point of contact. He will work with staff on developing a plan to troubleshoot, repair and upgrade the irrigation system. He will offer proactive recommendations, assist in prioritizing, scheduling, and developing a plan that is paced desirably and within budget. He will also assure our teams' resources and activities align with the city's written specifications and priorities.

- **All eyes on Safety and Service**

Our crews are trained to understand your scope frequencies, expectations, and city standards for proper ball field maintenance and safety. They are thorough, safe, and take pride in their work.

- **Fair and Competitive Pricing**

We provide comprehensive and competitive proposals for all our services at "Not-To-Exceed" pricing and if awarded the project, will adhere to the fee schedule outlined in the contract for invoicing. We are also able to assist in creating estimates for future projects. We comply with prevailing wage laws and maintain certified payroll records as needed.

- **Local Expertise & References**

George and his team at Nova Landscape Group, Inc. have upwards of 25 years of experience providing landscape maintenance and installation services to municipalities across the Inland Empire and more than ten years' experience working on the parks and facilities service contracts for the City of Diamond Bar specifically. We worked closely with city staff on the maintenance of city parks as well as performed multiple field renovations and infield restorations.

When you partner with Nova Landscape Group, Inc. you will have a team of local professionals dedicated to the care and safety of your Landscapes. Thank you for the opportunity to submit this proposal and for your consideration. If you have any questions about this proposal or would like to arrange a meeting, feel free to contact me at (909) 641-6111 or by email at [gmagana@nlg-inc.com](mailto:gmagana@nlg-inc.com).

Sincerely,



George Magaña

## YOUR TEAM

The team hand selected to perform the ***City of Diamond Bar Pony Fields Maintenance*** has the skills and experience necessary to meet your specific needs and expectations.

| TEAM MEMBER                             | JOB TITLE              | JOB RESPONSIBILITY                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------------------|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>George Magaña</b>                    | President              | <ul style="list-style-type: none"> <li>Accountable for your complete satisfaction</li> <li>Performs monthly inspection with city rep</li> <li>Evaluates sites and supports staff</li> <li>Ensures compliance with contract requirements</li> <li>Ensures compliance to state and local legislation</li> <li>Helps identify problem areas and solutions</li> </ul>                                                                         |
| <b>Rafael Munoz<br/>C27 &amp; QAL-B</b> | Account Manager        | <ul style="list-style-type: none"> <li>Interfaces with city contact and production teams</li> <li>Responds to regular service requests</li> <li>Ensures compliance to job specs and quality</li> <li>Reports/Documents progress and completion</li> <li>Ensures readiness of workers, tools and materials</li> <li>Responsible for execution of agronomic program</li> <li>Ensures Safe environment for crews and park patrons</li> </ul> |
| <b>Wilfredo<br/>Hernandez</b>           | Irrigation Technician  | <ul style="list-style-type: none"> <li>Performs regular inspections to the irrigation system</li> <li>Irrigation controller programming/mapping</li> <li>Minor adjustments of nozzles and heads</li> <li>Performs irrigation repairs</li> </ul>                                                                                                                                                                                           |
| <b>TBD – 2</b>                          | Detail Crew<br>Members | <ul style="list-style-type: none"> <li>Perform mowing, edging, blowing</li> <li>Perform pruning, trimming, weeding</li> <li>Trash and debris clean-up</li> <li>Weed spraying and removal</li> <li>Tree under-trimming up to 12' for safety clearance</li> </ul>                                                                                                                                                                           |
| <b>TBD - 1</b>                          | Site Supervisor        | <ul style="list-style-type: none"> <li>Daily inspection and clean-up of restroom facilities</li> <li>Rubbish clean-up and power washing</li> <li>Re-Stocking of toiletries and Graffiti Removal</li> <li>Regular infield maintenance</li> <li>Regular irrigation management</li> <li>Rubbish clean-up and power washing</li> <li>Trash &amp; litter Collection</li> </ul>                                                                 |
| <b>Robert Curiel<br/>QAL-A,B,C,F</b>    | Pest Control Advisor   | <ul style="list-style-type: none"> <li>Responsible for safe execution of agronomic program</li> <li>Helps identify problem pest management solutions</li> <li>Operates spray truck and equipment as needed</li> <li>Responsible for reporting and compliance with CDPR</li> <li>Works with and trains field personnel</li> </ul>                                                                                                          |
| <b>Wendy Magaña</b>                     | Office Manager         | <ul style="list-style-type: none"> <li>Certified Payroll &amp; Reports</li> <li>Customer Service</li> <li>Billing &amp; Accounts Receivable</li> <li>Purchasing &amp; Accounts Payable</li> <li>Responsible for DIR compliance</li> </ul>                                                                                                                                                                                                 |

## KEY BRANCH BIOGRAPHIES & QUALIFICATIONS

### **George Magaña, *President***

With over two decades providing landscape maintenance and construction services for hundreds of acres of landscape throughout Southern California, George brings a wealth of knowledge and experience to the team. He's partnered with many municipalities on maintenance, construction, irrigation and athletic field renovations. Throughout his career as a landscape professional, he's personally managed teams delivering service to hundreds of acres of parks, college campuses, athletic fields, miles of trails & parkways, and even managed the parks contract for the city of Diamond Bar. He's led teams of upwards of 350 members performing landscape maintenance, construction, tree care, and water management services and understands the importance of delivering consistently against complex scopes of work, while maintaining flexibility to change direction as priorities evolve and never compromising on safety.

### **Rafael Munoz, *Account Manager***

Rafael is a 25-year veteran of the green industry working in several aspects of the business, including design, installation and maintenance. He has worked on some of the largest contracts across the Inland Empire for the largest corporate entity in the landscape industry. Some notable projects include contracts for the Cities of Ontario, Riverside, Norco, Rancho Cucamonga and Fontana. He holds a C27, a Qualified Applicators License and oversees the overall safety and production in the branch. Rafael's skill set includes vast horticultural knowledge, attention to detail, significant construction experience, and the ability to train and develop employees.

### **Luis Alvarez, *Production Manager & Crew Leader***

Luis has been in the industry for over 20 years. His vast experience allows him to ensure quality service at all levels as well as the ability to immediately solve almost any problem or issue that might arise in the field. Luis' training allows him to provide expertise in proper horticultural techniques and practices. He has an extensive background in park maintenance and understands the importance of consistently maintaining parks safe, clean, and green. Luis is responsible for working with our crews to ensure we are meeting our customers' expectations.

### **Robert Curiel, *Qualified Applicator & Agronomic Specialist***

Robert has been in the industry for over 15 years. He leads up our agronomic department, handles the training of our spray technicians and assures we are in compliance with all state and local agency regulations as well as those of the department of pesticide regulation. His expertise includes weed abatement, pre-emergent, growth regulators and pesticide application. He is a licensed qualified applicator with endorsements in the following categories: A. Residential, Industrial, and Institutional, B. Landscape Maintenance, C. Right of Way, and F. Aquatic. He has worked on projects such as The City of Fontana, The City of Norco, The City of Rancho Cucamonga, The City of Ontario, The City of Upland, Kaiser Hospital in Fontana and many other projects requiring various types specialized chemical applications.

### **Crew Members, *General Landscape Maintenance***

Nova Landscape Group, Inc. prides itself on developing its team members through training and mentoring. Our Crew Leaders and Gardeners consist of various levels of training and responsibility. Our gardeners are some of the best trained, and most experienced in the industry. Most of our gardeners have been in the industry for over 10 years. Our gardeners are the backbone of the company, performing landscape maintenance services on the properties we are entrusted with maintaining and we pride ourselves on helping them to continue developing their skill sets.

# ABOUT NOVA LANDSCAPE GROUP, INC.

## Technical Ability

With over 25 years combined experience, Nova's team of professionals have consistently delivered for our customers across the Inland Empire. Our ability to dependably deliver for our customers, when others are driven by a bottom line, differentiates us from big businesses in our industry. We not only invest in the best equipment, but we pride on ourselves on the development of our team. We value our clients and deliver significant value for each landscape dollar they spend.

### Services:

Nova Landscape Group, Inc. provides landscape services at a value to our clients in many forms. Our service offerings include:

- **Design & Pre-Construction Services.** We've performed some of the Inland Empire's largest turf conversion projects, central irrigation retrofits, and even disaster recovery projects for the military. Our team works with customers on simple, effective and sustainable solutions, value engineering, and "What if scenarios" to make sure we've thought things through.
- **Landscape Construction.** We are a proud provider of landscape installation services for customers on a large and small scale. We are here to help no matter what your budget. We have performed dozens of field renovations utilizing large roll sod, tractors with many attachments for things like aeration, topdressing, over-seeding, as well as laser leveling and infield transition repair. We have also installed and managed large scale central controller systems for many clients.
- **Landscape Maintenance.** We bring decades of experience offering solutions and services for landscape design, maintenance, install, tree care, seasonal color, enhancements and water management. Nova Landscape Group, Inc. has the expertise to handle any landscape challenge including municipalities, business parks, retail centers, hotels and homeowners' associations.
- **Honoring our commitments.** Customer satisfaction is our priority. We work to build long lasting trust-based relationships as we know exceeding a clients' expectations will lead to continued business and referrals.
- **Professional service tailored to specific client needs.** Nova trains, empowers, and provides incentives to its account managers to make the decisions necessary to service and completely satisfy our customers. We strive to fully understand the needs of our customers and to address those needs with a personal level of service.
- **Treating our client's resources as if they were our own.** Nova is a local family-owned business, and as such respect the value of a hard-earned dollar and focus on working effectively and minimizing waste.
- **Proactive management of your asset.** With a highly tenured workforce and continual training; we work to minimize liability and risk in everything we do. Our goal is simple, effective and sustainable landscape solutions to resolve problems right the first time.

The team at Nova Landscape Group Inc., strives to build a reputation in the private and public sector by working successfully with owners, builders, developers, city staff, and property managers to nurture landscapes across Southern California.



## PROJECT SPECIFIC EXPERIENCE

Nova Landscape Group, Inc., is a locally owned and operated landscape services company established in 2015 by Rafael Munoz and George Magaña. George has upwards of 15-years' experience managing large scale municipal contracts throughout the Inland Empire region. He and his team are well versed in the techniques required to manage public facilities. As experienced partners delivering local expertise and resources, we understand how best to work with city staff to ensure residents receive the service outlined in the scope of work, providing them with safe, aesthetically pleasing landscapes and recreational facilities. In addition to a C-27 Landscape Contractors license, Nova Landscape Group, currently maintains a Qualified Applicators License and works with a licensed Pest Control Advisor to assure your agronomic program is planned and executed to the standards required by all local and state governing agencies. In addition, we partner with a select group of arborists, certified irrigation auditors, landscape architects, manufacturers reps, and other industry leading professionals to assure that every challenge we face meets with a simple, safe, and effective solution.

The team at Nova Landscape Group, have the experience and necessary resources in house, as well as the ability to obtain any additional equipment and/or employees, before the start date of this contract. George has personally led teams that successfully managed hundreds of acres of landscapes, parks, and facilities for municipalities throughout the Inland Empire.

### **Some of the other contracts George and his teams have successfully managed are:**

The City of Norco LMD's, Parks, & Equestrian Trails  
 The City of Fontana LMD's and Parks  
 The City of Ontario LMD's & Housing  
 The City of Rancho Cucamonga LMD's and Parks  
 The City of Chino Hills Parks  
 The City of Upland LMD's  
 The City of Riverside LMD's  
 The County of San Bernardino Regional Parks

George and his team have not only worked for years on landscapes that include similar fields, plant palettes and irrigation systems to those areas covered by this RFP, but our team has worked on and managed the parks contract for the City of Diamond Bar and have an intimate knowledge of the specifications, expectations, and the resources needed to keep them operating at optimum levels throughout the year.

The team at Nova Landscape Group has hands on experience working safely in parks, medians, parkways, central irrigation systems, working with city staff and is committed to delivering the service you've come to expect at a value.

Nova Landscape Group's core values focus on safely providing our trusted partners with lush thriving landscapes and unsurpassed customer service at a fair and competitive price. Our model is simple, people first and a focus on what we do best, managing landscapes. We know by putting our clients and employees first, and delivering consistent service at a competitive price, we will build trust-based relationships that will endure year after year.

We are a local minority owned business that does not discriminate against any employee, applicant, or subcontractor because of race, color, religion, sex, or national origin. We are an equal opportunity employer, and we adhere to all federal, state, and local laws and regulations.



## REFERENCES

### List of References/Similar Projects

For the last fifteen years George Magaña has made a reputation for himself as a trusted partner for many local municipalities. He has personally managed hundreds of acres of parks, athletic fields, public facilities and open spaces for many local cities. He and his teams have successfully managed many large-scale/five-year maintenance projects as well as performed a vast amount of irrigation retrofits, field renovations, ball field laser leveling and infield transition repairs. He has also delivered athletic services for many private institutions demanding a more stringent program such as the University of La Verne and Cal Baptist University in Riverside. Throughout their careers George Magaña and Rafael Munoz have always strived to build enduring relationships by delivering results. George was an account manager on the City of Diamond Bar parks for upwards of five years and was the project lead when the controllers throughout Diamond Bar were converted to a centrally managed system. We welcome you to contact the following clients and ask questions regarding George and Rafael's level of service and commitment to them.

**City of Norco - \$750,000 Annual in Parks & LMDs, \$520,000 in Trails & Right of Ways  
Collaboration on Maintenance & Construction**

Contact: Derek LaCombe, Public Works Supervisor - (951) 310-7870

Contact: Todd Shank, Parks and Maintenance Supervisor - (951) 212-9427

Oversaw the contracts for landscape maintenance, construction, and water management services for City Parks & LMDs. These contracts include public parks (including daily restroom maintenance), parkways and medians, athletic fields, slopes, trails, open space and Landscape Maintenance Districts (LMD's). Currently maintaining over 70 miles of horse trails and parkways throughout the city as well as the LMD's including three parks.

**City of Ontario - \$540,000 Annual in Housing, Right of Way and LMDs  
Collaboration on Maintenance & Construction**

Contact: Philip Moreno, Maintenance Supervisor (909) 376-0351

Oversaw the contracts for landscape maintenance and construction as well as water management services at various public facilities throughout the city including medians, parkways, and common areas.

**City of Fontana - \$1,440,000 Annual in Parks & LMDs Annual  
Maintenance, Water Management & Construction**

Contact: Dan West, Public Works Manager (909) 350-6518

Oversaw the contracts for landscape maintenance and construction as well as water management services at various public facilities throughout the city including parks, community centers, schools, medians, parkways, and common areas.

**City of Rancho Cucamonga - \$1,020,000 Annual in Parks & LMDs Annual  
Collaboration on Maintenance & Construction**

Contact: Steve Relph, Maintenance Supervisor (909) 773-2624

Oversaw the contracts for landscape maintenance and construction, as well as turf removal and drought conversion services, in various locations throughout the city, such as parkways, medians and Landscape Maintenance Districts (LMD's).

## QUALITY AND COST CONTROL PLAN

Should Nova Landscape Group, Inc. be selected as your landscape contractor, we would assign the listed personnel below for the work described in the RFP. We will also assign additional resources as needed to complete special projects such as field renovation, major repairs, and generally maintain a high level of service. This staff will be able to provide excellent service and meet the specifications outlined in the RFP provided by the City of Diamond Bar. The following personnel would be allocated as needed:

- 1 - Account manager
- 1 - Site supervisor
- 2 - Detail & mow crew support staff as needed
- 1 - Irrigation technician for support as needed

The Account Manager is responsible for overall site conditions. They will allocate resources as needed throughout the site. They would work with the city representative on planning, prioritizing and developing schedules. Their main responsibility would be to ensure that the entire staff is safely executing the park's management program as outlined in the RFP. He will also be responsible for responding to all service requests within 24 hours as well as monthly reporting due to city representative and act as a support piece to other staff.

The Site Supervisor will perform the daily tasks such as facility maintenance, infield work, and irrigation management. Together with the Crew Members they will be performing routine maintenance duties as outlined in the RFP. They will maintain a steady rotation through the park addressing tasks such as mowing, edging, shrub pruning tree under-trimming, and weed control. They will also be responsible for overall site conditions, maintaining field playability, and meeting the needs of park patrons and city staff. They will be responsible for trash collection and litter pick up, restroom service, playground service, infield prep, graffiti removal, and responding to all service requests.

The Irrigation Tech would be responsible for supporting the site supervisor with repairs on an as needed basis. They will also fill out any irrigation reports that are required as part of the maintenance contract. They would address alerts daily, as well as assure we are properly irrigating and maintaining the system throughout the park. He would utilize a smart phone to photograph and document progress as needed.

A Spray Technician that spends their time applying pre-emergent and post-emergent as well as controlling pests, diseases, weeds and insects throughout contracted areas will also be utilized as needed. They will work together with our Pest Control Advisor to address challenges and to train the detail crew so they are able to spot spray as needed.

The following Specialized Employees and Associates are also available to assist the team:

- Irrigation Specialists (System design, renovation, water management, backflow testing)
- Tree Care (by Certified Arborists)
- Access to additional experts including, pest control advisors, agronomists and horticulturalists

By having these in-house departments and external partnerships to support our maintenance crew, we find that we can formulate simple and effective solutions to any landscape challenge in your city.

## LIST OF TOOLS AND EQUIPMENT

Should Nova Landscape Group, Inc. be selected as your landscape contractor, the following equipment would be made available to ***City of Diamond Bar –Landscape Maintenance for Pony Fields:***

### TRUCKS

- a. F250 Crew Trucks with Landscape Trailers
- b. Transit Connect Irrigation Vans
- c. Spray Trucks and carts with 2- 50 gallon or single 100-gallon tanks
- d. Production Manager vehicle used for landscape inspections
- e. Kubota L3901 Turf Tractor with necessary attachments for aeration & top-dressing
- f. Kubota B2301 Compact Tractor with various attachments
- g. John Deere 110 Loader with Backhoe Attachment

### IRRIGATION EQUIPMENT

- a. Remote Controls
- b. Wire Tracer/Tracker
- c. Pumps
- d. Fully stocked repair vehicle
- e. All necessary irrigation hand tools and equipment to make all necessary repairs

### POWER EQUIPMENT

- a. Wide Application and Walk Behind Mowers
- b. Hedge Trimmers
- c. Weed Eaters
- d. Blowers
- e. Power Washers
- f. Plate compactor
- g. Roto-tiller

### HAND TOOLS

- a. Hedge Shears
- b. Pole Pruners for trees
- c. Hand Pruners and loppers
- d. Spreader
- e. Stake Driver
- f. Infield grooming drags
- g. Shovels, rakes, brooms, etc...

### TRAFFIC CONTROL AND SAFETY EQUIPMENT

- a. Arrow Boards and advance warning signs
- b. Safety Cones
- c. Class II & III Safety Vests

### AS NEEDED VEHICLES WITH SAFETY LIGHTS AND EQUIPMENT FOR ALL WORKERS

In general, Nova Landscape Group, Inc. has the equipment necessary to work on a job of this size and scope, as well as the ability to bring in additional equipment as needed. We also have the capability to bring in specialized equipment for special projects such as athletic field renovation and proper safety management.

## CUSTOMER SERVICE & INCIDENT RESOLUTION

To ensure a successful partnership, effective communication is one of our top priorities.

### OUR TEAM WILL DELIVER COMMUNICATION AS REQUESTED 24X7

- We will report our daily maintenance activities to city representative
- Provide digital photos and reports as outlined in the RFP
- Maintain a regular customer service associate as well as an **AFTER-HOUR** contact for emergencies

At Nova Landscape Group, Inc. work requested by our customers is typically communicated either by phone or email directly with their on-site supervisor, account manager, or through the local branch office. Delegation of the work is then scheduled by the account manager with scope of work requested, responsibilities, and/or maps highlighted for where the work is to be completed. If/when issues arise our account manager will provide an immediate response and address the concern.

Should we receive complaints from the public or receive reports regarding damage to public or private property, an incident report will be filed along with pictures taken. This report will be reviewed with our office manager who will work with city staff and our company president to assure the issue is resolved properly to the satisfaction of the city representative.

## QUALITY CONTROL PROGRAM (QCP)

We begin our operations planning by tailoring our annual horticultural & operations calendar to match your scope of work. This allows us to proactively prepare for the months operations as well as evaluate upcoming needs as seasons begin to change. Things like field renovations take time to properly plan and coordinate. Having resources like materials and equipment at the ready is vital to successful execution, especially in public spaces as the window to execute is usually a tight one. We then combine our operations calendar with our site evaluations and reference it regularly during our regular communication with client.

Daily walks are conducted by our site supervisor to ensure the overall conditions are safe, clean and green. We understand the need to maintain restrooms and ballfields usable daily. For this reason, parks are constantly monitored by our site supervisors and Account Managers. It's also our goal to coordinate bi-weekly evaluations with the city rep as available to ensure our activities align with your priorities. These walks may result in adjustments to schedules and/or additional resources as needed to ensure we are meeting your service expectations particularly in cases of big events such as tournaments.

In addition to the dedicated team, our company president plays a big part in routine development, scheduling and special projects. He will be a key support piece connecting with city staff regularly and ensuring the team has the resources to stay on schedule. He will also evaluate parks utilizing our 'QCP' Evaluation Sheet. Each aspect of the landscape is given a score with notes on areas for improvements. These sheets are custom tailored to match specifications of individual clients as part of our initial job start up protocol. An example is shown on the following page.

QUALITY EVALUATION SHEET

QUALITY CONTROL PROGRAM  
EVALUATION SHEET



JOB# \_\_\_\_\_  
JOB NAME: \_\_\_\_\_  
PRODUCTION MANAGER: \_\_\_\_\_  
CREW LEADER: \_\_\_\_\_

WATER MANAGEMENT

- 10 No signs of improper management or repair clock mapped, logical program.
- 9 Satisfactory to Client but not as above
- 8 Program questionable, slight over or under watering, corrected
- 7 stress visible not corrected
- 6 Degree of mismanagement or poor repair etc.
- or less

POINTS REMOVED FOR EACH DEFECT

- 5 No legend or map in clock. (job over 30 days old)
- 1 Leaking valve (each)
- 2 Improper repairs (each)
- 1 Sloppy clean-up in trenched or other repair area
- 1 Valve cover ajar

Water Management TOTAL POINTS \_\_\_\_\_

TURF

Looking for pattern mowing, uniform good color, no stress, uniform growth, no weeds, excellent detail.

TURF COLOR

- 5 Perfect, as green as it can possibly be
- 4 Slightly off
- 3 Needs fertilizer
- 2 Streaked from poor fertilizer application
- 0 Unacceptable

TURF DETAIL

- 5 Perfect, tree basins proper size and mulched
- 4 A few basins weedy (small weeds) - 90% detailed, looks fine on drive-through
- 3 Detail fair or noticeably over detailed, out of control on drive through, when you look close many areas need touch up
- 2 Too late - immediate catch up needed
- 0 Unacceptable and or string trimmer damage

WEED CONTROL

- 5 Perfect, uniform, no weedgrasses or broadleafs
- 4 Minor broadleaf, minor weedgrass if look close
- 3 Minor weed problem, 1 or 2 weeds per 1,000 # most of job
- 2 Needs spraying
- 0 Unacceptable

MOWING

- 5 Excellent appearance, good mow patterns, detail crisp overall
- 4 No pattern mowing, otherwise crisp, minor scalping
- 3 Fair appearance, some rutting, scalp spots and unevenness
- 2 Clippings visible, ruts, dull blades
- 0 Unacceptable. Mower damage to trees or fixtures

OVERALL APPEARANCE

- 10 Perfect, lush color, excellent patterns crisp detail
- 9 Good color, minor weeds, details ok
- 8 Slightly off color or minor light stress, detail marginal
- 7 Over watering, off color, stress in key areas.
- 5 Needs fertilizer (streaked or overdue), weeds, detail weak
- 3 Lots of stress
- 0 Unacceptable

Turf TOTAL POINTS \_\_\_\_\_

DATE: \_\_\_\_\_  
GENERAL MANAGER: \_\_\_\_\_  
AREA# \_\_\_\_\_  
JUDGING QUARTER: \_\_\_\_\_

| SUMMARY                             |     |
|-------------------------------------|-----|
| WATER MANAGEMENT                    | 10  |
| TURF                                | 30  |
| TREES                               | 15  |
| SHRUBS                              | 20  |
| GROUND COVER                        | 20  |
| FLOWERS                             | 10  |
| HOUSEKEEPING                        | 15  |
| OVERALL APPEARANCE                  | 10  |
| IF CREW VEHICLE IS ON SITE          | 10  |
| PROACTIVE MANAGEMENT (Bonus Points) | 5   |
| POSSIBLE POINTS                     | 145 |
| TOTAL POINTS                        |     |
| % OF TOTAL SCORE                    |     |

TREES

Looking for good color & new growth. No low hanging branches. No dead wood. Stakes off as soon as possible

PRUNING

- 10 Pruning up to date, no fertility problems
- 9 Minor touch up pruning needed, no signs of improper pruning
- 6 to 8 Eye level branches, suckers, stubs, (degree)
- 5 Poor pruning
- or less Dead trees

STAKING

- 5 Perfect, only trees that need stakes have them. Ties are on correctly, Stakes cut at proper height
- 4 Only trees that need stakes have them, stakes too high
- 3 A few broken stakes or ties, some improper staking or tying, stakes wounding branches
- 2 Many stakes could be removed, wounding branches, ties too tight, Girdling evident
- 0 Unacceptable

Trees TOTAL POINTS \_\_\_\_\_

NOTES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## INDUSTRIAL SAFETY TRAINING PROGRAM & RECORD

It is the policy of Nova Landscape Group, Inc. that every employee is entitled to a safe and healthy workplace. To this end, every reasonable effort is made in the interest of Accident Prevention, Fire Protection, and Health Preservation. We have a comprehensive Injury and Illness Prevention Program covering things like training, safety rules, proper use of PPE, equipment, safety devices, adhering to WATCH manual, hazard identification, risk mitigation and accident reporting to ensure full compliance with SB 198.

The management concept of Nova Landscape Group, Inc. is not production before safety; it is the safe production of our service commitments to every client. Especially in cases where we are working in and around public recreation facilities.

We at Nova Landscape Group, Inc. take seriously the responsibility of the safety of every individual and make it a part of our daily & hourly concern. We count on each team member to do their part in making our program an effective one.

The successful operation of Nova Landscape Group, Inc. depends first and foremost on how safely each job is performed. There is no job so important - nor any service so urgent - that we cannot take time to work safely. We consider the safety of our personnel to be of prime importance and hold each team member accountable for their full cooperation in making our program effective.

Our account manager responsibilities consist of:

- Familiarizing themselves with company safety policies, programs and procedures.
- Providing complete safety training to employees prior to assignment of duties.
- Consistently and fairly enforcing all company safety rules.
- Investigating injuries to determine cause, then take action to prevent reoccurrence.
- See that all injuries, no matter how minor, are treated immediately and referred to the office to ensure prompt reporting.
- Inspecting work areas often to detect unsafe conditions and work practices.
- Utilizing company safety inspection checklists as required.

Our crew members responsibilities for safety consist of:

- Adhere to all safety rules and regulations.
- Wear appropriate PPE and safety equipment as required.
- Maintain equipment in good condition, with all safety guards in place when in operation.
- Report all injuries, no matter how minor, immediately to a supervisor.
- Encourage co-workers to work safely.
- Report unsafe acts and conditions to the supervisor.

We are proud of our commitment to safety. Thanks to a commitment to basics like, regular tailgate meetings and proper training, at the time of this proposal we are currently operating at over 560 days without an OSHA recordable or a lost time incident.



## GREEN WASTE RECYCLING

The team at Nova Landscape Group, Inc. partners with one of the Inland Empire's largest state certified recycling centers to divert all the green waste we generate from landfills and return it to the landscapes we maintain.

We take all the trimmings and debris generated from our maintenance activities to a facility where they are processed and converted to beneficial organic mulch and compost.

Many of our competitors will use a lesser quality mulch made up of waste wood from wood shops, furniture factories, and lumber yards to save on costs. We however choose to utilize trimmings collected in landscape maintenance activities. Since these organic mulches are made up of raw plant material, they add beneficial nutrients to the soil through decomposition. This organic nutrient serves as food for many microorganisms in the soil and is necessary for maintaining and promoting good soil granulation and health. Mulch also helps keep the soil temperature constant so that activity of the microorganisms can continue at an even rate. An additional side benefit is the deep rich color.

The six-acre facility we work with processes upwards of 600 cubic yards of green waste daily and produces more than two thousand cubic yards of recycled green waste per week. They have the capability to track deliveries from our teams and provide reports indicating the amount of green waste generated by our teams.



PONY PROPERTY BALL FIELD MAINTENANCE SERVICES

Ongoing maintenance services of the PONY Property are to begin upon completion of the one-time rehab project of the PONY Property.

| LOCATION      | ADDRESS                    | MONTHLY COST |
|---------------|----------------------------|--------------|
| PONY Property | 22601 Sunset Crossing Road | \$15,500.00  |
| Annual Cost   |                            | \$186,000.00 |

|                               |                                       |
|-------------------------------|---------------------------------------|
| Amount Not to Exceed FY 25-26 | \$93,000.00 (6 months of maintenance) |
| Amount Not to Exceed FY 26-27 | \$192,510.00                          |
| Amount Not to Exceed FY 27-28 | \$199,248.00                          |



## **PUBLIC WORKS AGREEMENT**

(Uniform Cost Accounting Contract-DBMC Chapter 3.25)

The following agreement ("Agreement") is made and entered into, in duplicate, as of the date executed by the City Manager and attested to by the City Clerk, by and between Siterep Construction Services, Inc. hereinafter referred to as the "Contractor" and the City of Diamond Bar, California, hereinafter referred to as "City."

WHEREAS, City received Contractor's bid for General Demolition and Earth Services at Stevens Field on June 4, 2025; and

WHEREAS, City accepted the bid of Contractor under its Uniform Public Construction Cost Accounting Ordinance, Diamond Bar Municipal Code Chapter 3.25 ("UPCCA Ordinance"); and

WHEREAS, the UPCCA Ordinance authorizes the City Manager to execute written contracts with the Contractor for furnishing labor, equipment and material for the General Demolition and Earth Services at Stevens Field (22601 Sunset Crossing Road) in the City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. **GENERAL SCOPE OF WORK:** Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the General Demolition and Earth Services at Stevens Field in the City (the "Work"). The Work to be performed in accordance with the proposal dated June 4, 2025 (the "Proposal") on file with the City and in accordance with bid prices hereinafter mentioned and in accordance with the instructions of the City's Project Manager, who is Jason Williams, Public Works Maintenance Supervisor.

2. **INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY/PRIORITY OF DOCUMENTS:** The General Demolition and Earth Services to be performed by Contractor is attached as Exhibit A and incorporated herein by reference and made a part hereof. The Contractor's Proposal is attached as Exhibit B and incorporated herein by reference and made a part hereof with like force and effect as if set forth in full herein. The General Demolition and Earth Services, and the Proposal, dated June 4, 2025 ("Contractor's Bid") together with this Agreement shall constitute the entire agreement between the parties. This Agreement is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the Contractor whether set out specifically in this Agreement or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this Agreement, the following order of precedence shall apply: (1) this Agreement; and (2) the Proposal (collectively, the "Contract Documents").

3. **COMPENSATION:** Contractor agrees to receive and accept the prices set forth in its Contractor's Bid as full compensation for furnishing all materials, performing all Work, and fulfilling all obligations hereunder. Said compensation in the not-to-exceed amount of one hundred twenty thousand dollars and 00/100 (\$120,000) shall cover all expenses, losses, damages, and consequences arising out of the nature of the Work during its progress or prior to its acceptance, including those for well and faithfully

completing the Work and the whole thereof in the manner and time specified in the Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the Work, suspension or discontinuance of the Work, and all other unknowns or risks of any description connected with the Work. Final payment to Contractor shall be withheld for at least 30 days after the time in which Contractor has verified, to the City's satisfaction, that it has submitted all information to the Department of Industrial Relations required by Labor Code §1773.3.

4. TERM OF AGREEMENT/LIQUIDATED DAMAGES: Contractor agrees to complete the work within six (6) working months from the date of the notice to proceed (the "Completion Date").

5. INSURANCE: Contractor shall not commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall the Contractor allow any sub-contractor to commence work on his sub-contract until all insurance required of the sub-contractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

a. Workers' Compensation Insurance: Before beginning work, the Contractor shall furnish to the City a certificate of insurance as proof that he has taken out full workers' compensation insurance for all persons whom he may employ directly or through sub-contractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

In accordance with the provisions of Section 3700 of the California Labor Code, every Contractor shall secure the payment of compensation to his employees. The Contractor, prior to commencing work, shall sign and file with the City a certification as follows:

**"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."**

b. For all operations of the Contractor or any sub-contractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

- 1) General Liability - \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile - \$2,000,000 per accident for bodily injury and property damage.

- 3) Employer's Liability - \$1,000,000 per accident for bodily injury or disease.

c. Each such policy of insurance provided for in paragraph b. shall:

- 1) Be issued by an insurance company approved in writing by City, which is authorized to do business in the State of California.
- 2) Name as additional insured the City of Diamond Bar, its officers, agents and employees, and any other parties specified in the bid documents to be so included;
- 3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insured shall be called upon to cover a loss under the policy;
- 4) Contain a clause substantially in the following words:  
  
"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until thirty (30) days after receipt by City of a written notice of such cancellation or reduction of coverage."
- 5) Waives all right of subrogation against all persons and entities specified in subparagraph 4.c.(2) hereof to be listed as additional insured in the policy of insurance provided for in paragraph b. by reason of any claim arising out of or connected with the operations of Contractor or any sub-contractor in performing the work provided for herein;
- 6) Otherwise be in form satisfactory to the City.

d. The Contractor shall, prior to performing any work under this Agreement, deliver to the City Manager or his designee the original policies of insurance required in paragraphs a. and b. hereof, or deliver to the City Manager or his designee a certificate of the insurance company, showing the issuance of such insurance, and the additional insured and other provisions required herein.

6. PREVAILING WAGE: Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public works is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the Office of the City Clerk of the City of Diamond Bar, 21810 Copley Drive, Diamond Bar, California, and are available to any interested party on request. Contractor shall cause a copy of such determinations to be posted at the job site.

Contractor shall forfeit, as penalty to City, not more than two hundred dollars (\$200.00) for each laborer, workman or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this Agreement, by him or by any sub-contractor under him.

Contractor and any of its sub-contractors must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, which precludes the award of a contract for a public work on any public works project awarded after April 1, 2015 to a person not registered. This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7. APPRENTICESHIP EMPLOYMENT: In accordance with the provisions of Section 1777.5 of the Labor Code, and in accordance with the regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the performance of the work.

Contractor is required to make contribution to funds established for the administrative of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeship trade on such contracts and if other Contractors on the public works site are making such contributions.

Contractor and any sub-contractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

8. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and the Contractor and any sub-contractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

Contractor shall forfeit, as a penalty to City, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any sub-contractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

9. TRAVEL AND SUBSISTENCE PAY: Contractor agrees to pay travel and subsistence pay to each workman needed to execute the work required by this contract as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

10. CONTRACTOR'S LIABILITY: The City and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of Contractor, of its sub-contractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. Contractor shall be responsible

for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

Contractor will indemnify Indemnities against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of Contractor, its agents, employees, sub-contractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of City. In connection therewith:

- a. Contractor will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.
- b. Contractor will promptly pay any judgment rendered against Contractor or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of Contractor hereunder, and Contractor agrees to save and hold the Indemnitees harmless therefrom.

Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to Contractor under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

11. NON-DISCRIMINATION: Pursuant to Labor Code Section 1735, no discrimination shall be made in the employment of persons in the work contemplated by



this Agreement because of the race, color, sex, mental disability, physical disability, religion or other reason set forth in Government Code § 12940 of such person. Contractor agrees to post in conspicuous places available to employees and applications, a notice setting forth provisions of this non-discrimination clause. A violation of this section exposes the Contractor to the penalties provided for in Labor Code Section 1735.

12. RESERVED:

13. PRESENTATION OF CLAIMS: Any claim, as that term is defined in Public Contract Code §9204, shall be submitted in accordance with Section 9204 and shall contain a sufficient description of the claim, the basis therefore and documentation in support of the claim. The claim shall be processed as more fully set forth in the Plans and Specifications.

14. TERMINATION: This Agreement may be terminated by the City for any reason upon the giving of a written "Notice of Termination" to Contractor at least thirty (30) days prior to the date of termination specified in the notice. Upon receipt of such notice, Contractor shall immediately cease work, unless otherwise directed by the Notice of Termination. In the event of such termination, Contractor shall be paid for services satisfactorily rendered and expenses reasonably and necessarily incurred prior to the effective date of termination, unless the Notice of Termination is issued for cause, in which event the City may withhold any disputed compensation. Contractor shall not be entitled to any claim for lost profits.

State of California

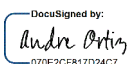
Contractor's License No. 1094220

Contractor's Business Phone: 909-418-8690

*Contractor's emergency phone which can be reached at any time: 909-418-8690*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

**Siterep Construction Services, Inc.**

By:  \_\_\_\_\_  
070E2CF817D24C7...

Title: Andre Ortiz, Vice-President

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

By: \_\_\_\_\_

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

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

CITY OF DIAMOND BAR, CALIFORNIA

By: \_\_\_\_\_  
Daniel Fox, City Manager

ATTEST:

By: \_\_\_\_\_  
Kristina Santana, City Clerk

APPROVED AS TO FORM:

Signed by: \_\_\_\_\_  
4F8D2448CBF547C  
Omar Sandoval, City Attorney

***\*NOTE: If Contractor is a corporation, the City requires the following signature(s):***

- The Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate.  
OR
- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

## EXHIBIT A

### General Demolition and Earth Services at Stevens Field (22601 Sunset Crossing Road)



General Demolition and Earth Services Not-to-Exceed \$120,000.00



## **EXHIBIT B**

### **Contractor's Proposal**

[Behind this page.]



301 E. Arrow Hwy.  
Ste. 105  
San Dimas, CA 91773  
CSLB # 1094220

**June 4, 2025**

**City of Diamond Bar**

Jason Williams  
21810 Copely Dr.  
Diamond Bar, CA 91765

**RE: *General Demolition & Earth Services***

Dear Mr. Williams,

Thank you for allowing Siterep the opportunity to provide a proposal for the above-mentioned project. We look forward to the opportunity to team up with the City of Diamond Bar to deliver another successful project.

- Attachment 1 – Company Profile
- Attachment 2 – Project Approach
- Attachment 3 – Cost Estimate/T&M Rates
- Attachment 4 - References

Sincerely,

A handwritten signature in black ink that reads "Andre Ortiz". The signature is fluid and cursive, with the first and last names clearly legible.

Andre Ortiz  
President  
Siterep Construction Services, Inc.



301 E. Arrow Hwy.  
Ste. 105  
San Dimas, CA 91773  
CSLB # 1094220

## Attachment 1 – Company Profile

### Established:

2020

### Licensing:

California State License Board (CSLB):

- Class A – General Engineering
- Class B – General Building
- Class C-34 – Pipeline

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### Overview:

Siterep Construction Services Inc. is a California-based public works construction firm specializing in contracting, inspection, and construction management. Founded in 2020, Siterep has rapidly built a reputation for delivering high-quality, timely, and cost-effective services to government agencies and municipalities throughout California.

---

### Core Services:

- Public Works General Contracting
- Construction Inspection Services
- Construction Management & Oversight

---

### Target Markets:

- Municipal Infrastructure Projects
- Transportation & Utility Agencies
- School Districts & Public Institutions

---

### Key Personnel:

#### **Andre Ortiz – President**

Andre brings over 12 years of public works experience, with deep expertise in construction oversight, quality assurance, and field management. As President of Siterep, he is responsible for leading strategic direction, maintaining quality standards, and ensuring client satisfaction across all service areas.

#### **Doug Allen – Senior Inspector, Construction Manager & Superintendent**

Doug offers 39 years of experience in public works construction, including roles as an inspector, construction manager, and superintendent. His comprehensive knowledge of agency requirements, field coordination, and workforce supervision has made him a key asset in successfully delivering complex infrastructure projects.

---

### Why Siterep:

- Licensed in General Engineering, General Building, and Pipeline scopes (A, B, C-34)
- Veteran team with over 50 years of combined public works experience
- Proven track record of agency collaboration, compliance, and performance
- Scalable staffing and hands-on leadership ensure responsive project delivery



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## Attachment 2 – PROJECT APPROACH

### 1. Mobilization and Site Preparation

- Conduct a pre-construction meeting with the project team to review site-specific hazards, logistics, and work sequencing.
- Utilize existing fencing to secure the work zone and restrict unauthorized access.
- Notify utility companies (Underground Service Alert – 811) for utility locating and marking prior to any ground disturbance.
- Perform hazardous materials survey (if not already completed) to identify any presence of asbestos, lead paint, or other regulated substances.

---

### 2. Demolition Activities

#### Portable Building Demolition:

- Disconnect all utilities (electrical, water, gas, data) following lockout/tagout protocols.
- Perform structural demolition in a controlled, phased sequence by trained personnel using appropriate equipment.
- Debris will be loaded and hauled to a certified disposal or recycling facility with documentation of loads maintained.

#### Foundation Removal:

- Remove all concrete slabs, piers, and footings to the required depth using mechanical equipment.
- Backfill and compact excavated areas in preparation for final grading.

#### Light Poles and Footings:

- Safely de-energize and disconnect electrical components in coordination with the utility provider.
- Dismantle poles with rigging as needed and remove all concrete bases.
- Backfill and compact all excavations.

#### Fencing:

- Remove perimeter fencing, posts, and footings with care to minimize ground disturbance.
- Restore fence line areas by backfilling and compacting holes per site grading requirements.

---

### 3. Site Grading

- Clear the remaining surface materials and debris.
  - Rough grade the site.
  - Verify positive drainage and match surrounding grades.
  - Final inspection will confirm a smooth, compacted, and hazard-free condition.
-



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#### **4. Safety Measures**

- Daily tailgate safety meetings will be held to address task-specific hazards and controls.
- The required PPE will include hard hats, high-visibility vests, gloves, eye protection, and hearing protection.
- Dust control measures will be used as needed.
- Emergency procedures will be clearly posted, including first aid locations and nearest medical facilities.
- Housekeeping will be maintained to eliminate trip, slip, and fall hazards.

---

#### **5. Quality Assurance and Closeout**

- Disposal tickets and weight slips will be collected to verify lawful off-haul of demolition materials.
- A final walk-through will be conducted to confirm completion of scope, compliance with safety requirements, and proper site condition.



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Ste. 105  
San Dimas, CA 91773  
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### Attachment 3 – COST ESTIMATE/T&M RATES

| Item                              | Unit         | Cost                    |
|-----------------------------------|--------------|-------------------------|
| Skid Steer with Operator          | Hourly       | \$175.00                |
| Backhoe with Operator             | Hourly       | \$185.00                |
| Skip loader with Operator         | Hourly       | \$185.00                |
| Labor                             | Hourly       | \$115.00                |
| Foreman                           | Hourly       | \$125.00                |
| Excavator with Operator (30K)     | Hourly       | \$350.00                |
| Mini-excavator with Operator      | Hourly       | \$175.00                |
| General Clean-Up (Debris Removal) | Hourly       | T&M                     |
| Concrete Removal                  | Sqft.        | \$6.00                  |
| Trenching                         | LF           | T&M                     |
| Streetlight and footing removal   | EA           | T&M                     |
| Chain Link Fence Removal          | LF           | T&M                     |
| Dump Fees                         | -            | Paid at invoiced amount |
| Dump Fees Markup                  | -            | \$ 15%                  |
| Trucking                          | Per Load     | \$ 500.00               |
| Capping of underground water      | Per Location | T&M                     |
| Capping of underground gas        | Per Location | T&M                     |
| Other:                            |              |                         |
| Other:                            |              |                         |
| Other:                            |              |                         |
| Other:                            |              |                         |
| Other:                            |              |                         |



301 E. Arrow Hwy.  
Ste. 105  
San Dimas, CA 91773  
CSLB # 1094220

## Attachment 4 – References

- City of Diamond Bar
- City of Covina – Rafael Fajardo, [rfajardo@covina.ca.gov](mailto:rfajardo@covina.ca.gov)
- City of Big Bear Lake – Israel Gomez, [igomez@citybigbearlake.com](mailto:igomez@citybigbearlake.com)



**NINTH AMENDMENT  
TO  
VENDOR SERVICES AGREEMENT**

This Ninth Amendment to Vendor Services Agreement ("Ninth Amendment") is made and entered into as of July 15, 2025, by and between the City of Diamond Bar, a municipal corporation ("City"), and Exterior Products Corporation, a California corporation (herein referred to as the "Contractor") with reference to the following:

A. The City and the Contractor entered into that certain Vendor Services Agreement dated as of March 1, 2016, which is incorporated herein by this reference (the "Original Agreement"); and

B. The City and the Contractor entered into the First Amendment dated as of August 21, 2018, Second Amendment dated as of June 18, 2019, Third Amendment dated as of June 16, 2020, Fourth Amendment as of June 15, 2021, Fifth Amendment as of June 21, 2022, Sixth Amendment as of July 20, 2023, Seventh Amendment as of July 18, 2024, Eighth Amendment as of June 17, 2025, which are incorporated herein by this reference ("First, Second, Third, Fourth, Fifth, Sixth, Seventh, & Eighth Amendment"), which First, Second, Third, Fourth, Fifth, Sixth, Seventh & Eighth Amendments and Original Agreement collectively are referred to herein as the "Agreement";

C. The City and Contractor desire to amend the Agreement as provided herein.

**NOW, THEREFORE**, the parties hereby agree as follows:

**1. Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

**2. Revised Scope of Services.** The Scope of Services, Exhibit "A" to the Original Agreement, is hereby amended, modified, and supplemented to include the services described on Exhibit "A-1" attached hereto and incorporated herein by this reference. Exhibit A-1 adds to the scope of services to be included in the Agreement. Exhibit A shall remain as revised in Amendment 8.

**3. Compensation.** The total not-to-exceed compensation set forth in Section 3 of the Original Agreement was the sum of Fifty Thousand Dollars (\$50,000) per fiscal year. The First Amendment amended Section 3 of the Original Agreement to provide for a total not-to-exceed compensation in the sum of One Hundred Fifteen Thousand Nine Hundred Dollars (\$115,900) per fiscal year. The Second Amendment amended Section 3 of the Original Agreement to provide for a total not-to-exceed compensation in the sum of Fifty-Eight Thousand Nine Hundred Dollars (\$58,900) for fiscal year 2019-2020. The Third Amendment amended of the Original Agreement to provide for a total not-to-exceed compensation in the sum of Fifty-Nine Thousand Dollars (\$59,000) for fiscal year 2020-2021. The Fourth Amendment amended of the Original Agreement to provide for a total

not-to-exceed compensation in the sum of Fifty-Nine Thousand Dollars (\$59,000) for fiscal year 2021-2022. The Fifth Amendment amended the Original Agreement to provide for a total not-to-exceed compensation in the sum of One Hundred Fifty Thousand Dollars (\$150,000) for the 2022-23 fiscal year. The Sixth Amendment amended the Original Agreement to provide for a total not-to-exceed compensation in the sum of one hundred eighty-two thousand six hundred dollars (\$182,600) for the 2023-24 fiscal year. The Seventh Amendment amended Section 3 to provide for a total not-to-exceed compensation in the sum of One Hundred Eighty-two Thousand Six Hundred Dollars (\$182,600) for the 2024-25 fiscal year (July 1, 2024 – June 30, 2025). The Eighth Amendment amended Section 3 to provide for a total not-to-exceed compensation in the sum of One Hundred Ninety Thousand Dollars (\$190,000.00) for the 2025-26 fiscal year (July 1, 2025 – June 30, 2026). Section 3 is hereby amended to provide for an increase of Sixty-Seven Thousand One Hundred Ninety-Five Dollars (\$67,195.00) for the 2025-26 fiscal year so that the total not-to-exceed compensation, as amended by this Ninth Amendment shall not exceed Two Hundred Fifty-Seven Thousand One Hundred Ninety-Five Dollars (\$257,195.00) for the 2025-26 fiscal year (July 1, 2025 – June 30, 2026) without the prior written authorization of the City.

**4. Integration.** This Ninth Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations between the parties with respect hereto. This Ninth Amendment amends, as set forth herein, the Agreement and except as specifically amended hereby, the Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Ninth Amendment and the terms and provisions of the Agreement, the terms and provisions of this Ninth Amendment shall control.

**{SIGNATURES FOLLOW ON THE NEXT PAGE}**

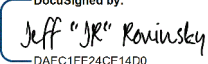
**IN WITNESS** hereof, the parties enter into this Ninth Amendment on the year and day first above written.

“CONTRACTOR”

“CITY”

EXTERIOR PRODUCTS CORPORATION

CITY OF DIAMOND BAR

By:   
DocuSigned by: DAEC1FE24CE14D0...  
 Printed Name: Jeff “JR” Rovinsky  
 Title: President

By: \_\_\_\_\_  
 Daniel Fox, City Manager

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
 Kristina Santana, City Clerk

APPROVED AS TO FORM:

  
Signed by: 4F8D2446CBF547C...  
 Omar Sandoval, City Attorney

**\*NOTE:** *If Consultant is a corporation, the City requires the following signature(s):*

- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

**EXHIBIT “A-1”**

**Electrical Maintenance Services at PONY Property (one-time project)**

[Behind this page.]

Exterior Products, Corp.  
1031 North Shepard Street  
Anaheim, CA 92806  
Phone: (714) 632-3509  
Fax: (714) 632-3589  
email: jr@exteriorproducts.net  
website: [www.exteriorproducts.net](http://www.exteriorproducts.net)

Estimate **013099**  
Date 3/26/2025

| Start Ship Date | Shipping Via | Rep ID | Terms | Special |
|-----------------|--------------|--------|-------|---------|
| TBD             | In Hse       | JL     | N30   |         |

**Bill To:**

City of Diamond Bar  
21810 Copley Drive  
Diamond Bar, CA 91765

**Ship To:**

Diamond Bar Pony Baseball  
22601 Sunset Crossing Rd.  
Diamond Bar, CA 91765

Contact: Jason Williams  
Phone: 909-839-7059  
e-mail: [JWilliams@DiamondBarCA.Gov](mailto:JWilliams@DiamondBarCA.Gov)

Contact: Jason Williams  
Phone: 909-839-7059  
e-mail: [JWilliams@DiamondBarCA.Gov](mailto:JWilliams@DiamondBarCA.Gov)

| Quantity | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Unit Price                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Extended              |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|          | <b>Run 100 AMPS single phase 208/120V from Pole panel 485' to new panel at restroom. Includes lighting fixtures reconnect power to restrooms and irrigation</b>                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                       |
|          | <b>Materials:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 35,381.23             |
|          | 500' Bore-guard sch 80 pvc 4" at 20' each<br>2 -90 degree sch 80 pvc segments<br>1000 kcmil mcm @1500'<br>300 kcmil mcm @500'<br>100 amp panel<br>Eaton mcb kit<br>100 disconnect switch 2<br>5/8 ground clamps-2<br>100 amp fuses-4<br>panel interior<br>1000 mcm to 4/o crimp splice need 6<br>deep strut 30'<br>2" strut straps 4<br>tap cons for mounting strut 3" 3/8 10 pack<br>2 rolls Dottie 20 mil tape<br>6-2x4 integrated led fixtures<br>3- 20 amp gfci | 3m cold shrink inline splice x 6<br>36x36x36 in ground concrete boxes x2<br>electric box markers x2<br>4/0 aluminum wire 70'<br>2' schedule 80 pvc 40'<br>2" male adapter pvc x2<br>2" grc coupling x 2<br>20' of 2" rigid conduit<br>2" lock nuts x 4<br>2" plastic bushings x 2<br>30' 1/2 emt conduit for stakes<br>roll of tie wire<br>bolt on breakers 20amp single pole<br>2-5/8 grounding rods<br>spring & cone nuts, bolts, for strut<br>weatherproof boxes, #12THHN wire |                       |
|          | <b>Includes tugger rental, hydraulic crimpers w/ dies and 20 cu.ft. of pee gravel delivered on site</b>                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                       |
|          | <b>Electrical Labor:</b> Journeyman Electricians x 3 and Apprentices x 8 days<br>Allowance for O/T- Emergency                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 25,152.00<br>1,200.00 |
|          | * does not included any drawings, permits or utility company fees<br>* trenching & back fill by other if necessary- not included in estimate                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                       |

Contractor's License # 947006, 877219  
Federal Tax ID # 27-1383763

X

Seller Signature: Jeff JR Rovinsky  
Title: Principal



Customer Approval  
Sign, email or fax to 714-632-3589

|              |                  |
|--------------|------------------|
| Subtotal     | 61,733.23        |
| 9.5% Tax     | 3,361.22         |
| Freight      | 2,100.00         |
| <b>Total</b> | <b>67,194.45</b> |

|  |
|--|
|  |
|  |

Please sign this estimate and fax to: 714-632-3589 to indicate your approval.

**Our designs, survey results and confidential quotes are not to be copied, shared or distributed.** This is a confidential communication for the intended recipient and a communication privileged by law.

Cancellation subject to 15% restocking fee. This contract shall be construed and governed in accordance with the laws of the State of CA. Not a Partnership or Joint Venture. Arbitration of Disputes- any dispute or claim in law or equity arising out of this agreement be decided by neutral binding arbitration. The unsuccessful party in such action agrees to reimburse the successful party therein for its reasonable expenses and attorney's fees. Contractor not responsible for vandalism or Acts of God.



## CITY COUNCIL

## AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager 

TITLE: **DESIGN SERVICES AGREEMENT WITH MULHOLLAND CONSULTING, INC. FOR PREPARATION OF ENGINEERING PLANS AND SPECIFICATIONS FOR THE SYCAMORE CANYON PARK PEDESTRIAN BRIDGE REMOVAL PROJECT (CIP# FP258).**

STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

**RECOMMENDATION:**

Approve, and authorize the City Manager to sign, the Consulting Service Agreement with Mulholland Consulting, Inc., in a not-to-exceed amount of \$61,825, plus a contingency amount of \$6,182.50, for a total authorization amount of \$68,007.50.

**FINANCIAL IMPACT:**

The total not-to-exceed amount of the Agreement, with a 10% contingency, is \$68,007.50. Project No. FP25508 has been carried over from the FY 24/25 Capital Improvement Program. Sufficient funds are available to fully cover the cost of these professional services.

**BACKGROUND:**

The Sycamore Canyon Park Pedestrian Bridge, originally constructed in the 1960s, has experienced significant deterioration due to age, weather exposure, and termite damage. As a result, the structure is reaching the end of its useful life and could pose safety concerns in the near future, necessitating its removal.

The Project requires the preparation of engineering Plans, Specifications, and Cost Estimates (PS&E), prepared by a licensed professional engineer. These documents are necessary for the public bidding process. The scope of the Project includes removing the existing bridge, constructing a new pedestrian pathway that will reconnect the lower parking lot to the trailhead, relocating a swing gate, and rerouting or replacing the electrical conduit for a nearby parking lot light fixture. (Attachment 2 – Vicinity Location

Map)

### ANALYSIS:

On May 20, 2025, the City issued a Request for Proposals (RFP) for the Sycamore Canyon Park Pedestrian Bridge Removal Project (Project) through the City's online bidding platform (PlanetBids). Upon closing the RFP, four (4) proposals were received as follows:

| #        | Firm Name                         | Proposal Amount    |
|----------|-----------------------------------|--------------------|
| <b>1</b> | <b>Mulholland Consulting Inc.</b> | <b>\$61,825.00</b> |
| 2        | IDS Group                         | \$79,414.00        |
| 3        | EPTDesign                         | \$132,941.40       |
| 4        | YWR Architects                    | Nonresponsive      |

Staff evaluated the four proposals based on qualifications, relevant experience, approach to scope, and proposed costs. The proposal submitted by YWR Architects was deemed nonresponsive to the RFP requirements.

Mulholland Consulting Inc. (Mulholland) submitted the most responsive proposal, demonstrating required qualifications and relevant experience while offering the best overall value to the City. Mulholland has done other projects for the City in the past.

### LEGAL REVIEW:

The City Attorney has reviewed and approved the Agreement as to form.

### PREPARED BY:

  
 Vivian Chen, Associate Engineer 7/15/2025



## REVIEWED BY:



Hal Ghafari, Public Works Manager/Asst. City Engineer

7/1/2025



David G. Liu, Public Works Director/City Engineer

7/2/2025



Jason Jacobsen, Finance Director

7/2/2025

## Attachments:

1. 5.5.a Agreement with Mulholland
2. 5.5.b Vicinity Location Map

## CONSULTING SERVICES AGREEMENT

### Design Professional

THIS AGREEMENT (the "Agreement") is made as **July 15, 2025**, by and between the City of Diamond Bar, a municipal corporation ("City") and **Mulholland Consulting, Inc.** a California corporation ("Consultant").

#### 1. Consultant's Services.

Subject to the terms and conditions set forth in this Agreement Consultant shall provide to the reasonable satisfaction of the City the **Sycamore Canyon Park Pedestrian Bridge Removal Project - Design Services** set forth in the attached Exhibit "A", which is incorporated herein by this reference. As a material inducement to the City to enter into this Agreement, Consultant represents and warrants that it has thoroughly investigated the work and fully understands the difficulties and restrictions in performing the work. Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

**Vivian Chen, Associate Engineer** herein referred to as the "City's Project Manager", shall be the person to whom the Consultant will report for the performance of services hereunder. It is understood that Consultant shall coordinate its services hereunder with the City's Project Manager to the extent required by the City's Project Manager, and that all performances required hereunder by Consultant shall be performed to the satisfaction of the City's Project Manager and the City Manager

**2. Term of Agreement.** This Agreement shall take effect July 15, 2025 and shall continue unless earlier terminated pursuant to the provisions herein.

**3. Compensation.** City agrees to compensate Consultant for each service which Consultant performs to the satisfaction of City in compliance with the scope of services set forth in Exhibit "A". Payment will be made only after submission of proper invoices in the form specified by City. Total payment to Consultant pursuant to this Agreement shall not exceed **Sixty One Thousand, Eight Hundred Twenty Five Dollars and Zero Cents (\$61, 825.00)** without the prior written consent of the City. The above not to exceed amount shall include all costs, including, but not limited to, all clerical, administrative, overhead, telephone, travel and all related expenses.

#### 4. Payment.

A. As scheduled services are completed, Consultant shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

B. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent, and any extra work performed.



C. City will pay Consultant the amount properly invoiced within 35 days of receipt, but may withhold 10% of any invoice until all work is completed, which sum shall be paid within 35 days of completion of the work and receipt of all deliverables.

D. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

**5. Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefore have been previously authorized in writing and approved by the City Manager or his designee as an amendment to this Agreement. The amendment shall set forth the changes of work, extension of time, if any, and adjustment of the fee to be paid by City to Consultant.

**6. Priority of Documents.** In the event of any inconsistency between the provisions of this Agreement and any attached exhibits, the provisions of this Agreement shall control.

**7. Status as Independent Contractor.**

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal, State agency, including the Public Employee Retirement System, regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Consultant, its employees or subconsultants, then Consultant agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with Workers' Compensation laws regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable Worker's Compensation laws.

D. Consultant shall, at Consultant's sole cost and expense fully secure and comply with all federal, state and local governmental permit or licensing requirements, including but not limited to a business license with the City of Diamond.



E. In addition to any other remedies it may have, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification required by this Agreement or for any amount or penalty levied against the City for Consultant's failure to comply with this Section.

**8. Standard of Performance.** Consultant shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions and represents that it and any subcontractors it may engage, possess any and all licenses which are required to perform the work contemplated by this Agreement and shall maintain all appropriate licenses during the performance of the work.

**9. Indemnification.** To the maximum extent permitted by Civil Code section 2782.8, Consultant shall defend, indemnify and hold harmless City, its officers, officials, employees and volunteers ("Indemnitees") from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with:

(1) Any and all claims under Worker's Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's contractors;

(2) Any and all claims arising out of Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the Indemnitees. Except for the Indemnitees, this Agreement shall not be construed to extend to any third-party indemnification rights of any kind; and

(3) Any and all claims for loss, injury to or death of persons or damage to property caused by the negligent professional act or omission in the performance of professional services pursuant to this Agreement.

(4) The Consultant's obligations to indemnify, defend and hold harmless the City shall survive termination of this Agreement.

## **10. Insurance.**

A. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company authorized to do business in the State of California and approved by the City the following insurance:



(1) a policy or policies of broad-form comprehensive general liability insurance written on an occurrence basis with minimum limits of \$1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) property damage insurance with a minimum limit of \$500,000.00 per occurrence;

(3) automotive liability insurance written on an occurrence basis covering all owned, non-owned and hired automobiles, with minimum combined single limits coverage of \$1,000,000.00;

(4) Worker's Compensation insurance when required by law, with a minimum limit of \$500,000.00 or the amount required by law, whichever is greater; and

(5) Professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a combined single limit of \$1,000,000. If such insurance is on a claims' made basis, Consultant agrees to keep such insurance in full force and effect for at least five years after termination or date of completion of this Agreement.

B. The City, its officers, employees, agents, and volunteers shall be named as additional insureds on the policies as to comprehensive general liability, property damage, and automotive liability. The policies as to comprehensive general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the City shall be excess insurance only.

C. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City ten (10) day's prior written notice thereof. Consultant agrees that it will not cancel, reduce or otherwise modify the insurance coverage and in the event of any of the same by the insurer to immediately notify the City.

D. All policies of insurance shall cover the obligations of Consultant pursuant to the terms of this Agreement and except for professional liability insurance, shall be issued by an insurance company which is authorized to do business in the State of California or which is approved in writing by the City; and shall be placed have a current A.M. Best's rating of no less than A-, VII. In the case of professional liability insurance, such coverage shall be issued by companies either licensed or admitted to conduct business in the State of California so long as such insurers possesses the aforementioned Best's rating.

E. Consultant shall submit to City (1) insurance certificates indicating compliance with the minimum insurance requirements above, and (2) insurance policy



endorsements or a copy of the insurance policy evidencing the additional insured requirements in this Agreement, in a form acceptable to the City.

F. **Self-Insured Retention/Deductibles.** All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Consultant (as the named insured) should Consultant fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Consultant's due to such failure in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Consultant for breach of this Agreement in addition to any other damages incurred by City due to the breach.

G. **Subrogation.** With respect to any Workers' Compensation Insurance or Employer's Liability Insurance, the insurer shall waive all rights of subrogation and contribution it may have against the Indemnitees.

H. **Failure to Maintain Insurance.** If Contractor fails to keep the insurance required under this Agreement in full force and effect, City may take out the necessary insurance and any premiums paid, plus 10% administrative overhead, shall be paid by Consultant, which amounts may be deducted from any payments due Consultant.

I. Consultant shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the City for review and approval. All insurance for subcontractors shall be subject to all of the requirements stated herein.

**11. Confidentiality.** Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant prepares reports of a proprietary nature specifically for and in connection with certain projects, the City shall not, except with Consultant's prior written consent, use the same for other unrelated projects.

**12. Ownership of Materials.** Except as specifically provided in this Agreement, all materials provided by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may, however, make and retain such copies of said documents and materials as Consultant may desire.

- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*



**13. Maintenance and Inspection of Records.** In accordance with generally accepted accounting principles, Consultant and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. The City and any of their authorized representatives shall have access to and the right to audit and reproduce any of Consultant's records regarding the services provided under this Agreement. Consultant shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Consultant agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from the City, and copies thereof shall be furnished if requested.

**14. Conflict of Interest.**

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of hardware or software to City as a result of the performance of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

**15. Termination.** The City may terminate this Agreement with or without cause upon fifteen (15) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the fifteenth (15th) day following mailing of the notice. In the event of such termination, City agrees to pay Consultant for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, unless the notice provides otherwise, except those services reasonably necessary to effectuate the termination. The City shall be not liable for any claim of lost profits.

**16. Personnel/Designated Person.** Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

**17. Non-Discrimination and Equal Employment Opportunity.**



A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

**18. Time of Completion.** Consultant agrees to commence the work provided for in this Agreement within (5) days of being notified by the City to proceed and to diligently prosecute completion of the work or may otherwise be agreed to by and between the Project Manager and the Consultant.

**19. Time Is of the Essence.** Time is of the essence in this Agreement. Consultant shall do all things necessary and incidental to the prosecution of Consultant's work.

**20. Reserved.**

**21. Delays and Extensions of Time.** Consultant's sole remedy for delays outside its control shall be an extension of time. No matter what the cause of the delay, Consultant must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Consultant's control. If Consultant believes that delays caused by the City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost within 10 days of the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount absent a written amendment to this Agreement. In no event shall the Consultant be entitled to any claim for lost profits due to any delay, whether caused by the City or due to some other cause.

**22. Assignment.** Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.



**23. Compliance with Laws.** Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.

**24. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

**25. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

**26. Mediation.** Any dispute or controversy arising under this Agreement, or in connection with any of the terms and conditions hereof, which cannot be resolved by the parties, may be referred by the parties hereto for mediation. A third party, neutral mediation service shall be selected, as agreed upon by the parties and the costs and expenses thereof shall be borne equally by the parties hereto. The parties agree to utilize their good faith efforts to resolve any such dispute or controversy so submitted to mediation. It is specifically understood and agreed by the parties hereto that mutual good faith efforts to resolve the same any dispute or controversy as provided herein, shall be a condition precedent to the institution of any action or proceeding, whether at law or in equity with respect to any such dispute or controversy.

**26. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during regular business hours or by facsimile before or during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

**"CONSULTANT"**

Mulholland Consulting, Inc.  
5000 Birch St. West Tower, Suite 3000  
Newport Beach, CA 92660  
 Attn.: Brian Nieckula, P.E.  
 Phone: (949) 229-2449  
 E-Mail: [brian.nieckula@consultmulholland.com](mailto:brian.nieckula@consultmulholland.com)

**"CITY"**

City of Diamond Bar  
 21810 Copley Drive  
 Diamond Bar, CA 91765-4178  
 Attn.: Dan Fox, City Manager  
 Phone: (909) 839-7010  
 E-mail: [DFox@DiamondBarCA.gov](mailto:DFox@DiamondBarCA.gov)

**28. Governing Law.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

**29. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

**30. Entire Agreement.** This Agreement, and any other documents incorporated herein by reference, represent the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by a person duly authorized to do so under the City's Purchasing Ordinance.

IN WITNESS of this Agreement, the parties have executed this Agreement as of the date first written above.

"Consultant"

"City"

Mulholland Consulting, Inc.

CITY OF DIAMOND BAR

By: Brian M. Nieckula  
 Printed Name: Brian M. Nieckula  
 Title: President

By: \_\_\_\_\_  
 Dan Fox, City Manager

By: Samantha Eklund  
 Printed Name: Samantha L. Eklund  
 Title: Secretary

ATTEST:

\_\_\_\_\_  
 Kristina Santana, City Clerk

Approved as to form:

By: \_\_\_\_\_  
 Omar Sandoval, City Attorney

**\*NOTE:** -- ***If Consultant is a corporation, the City requires the following signature(s):***  
*(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR*

# **EXHIBIT A**

## **SCOPE OF SERVICES**



## SCOPE OF WORK

### Mandatory Tasks

The following Tasks are understood to be the minimum Scope of Work for the project:

#### Task 1. (Added) Project Management

- Schedule and chair a kickoff meeting with the City to discuss the proposed work plan, special concerns, and clarify design objectives.
- Schedule and chair one (1) teleconference meeting per submittal stage with the City.
- Prepare agendas, sign-in sheets, and minutes for meetings.
- Update and maintain Gantt Chart schedules for tracking deliverable progress.
- Coordinate internal and external reviews with relevant agencies or stakeholders.
- Review plans and deliverables for conformance with applicable codes and regulations.
- Conduct one site visit at the beginning of the project.

#### Task 2. (RFP) Demolition Exhibit

- Create a Demolition Exhibit showing the existing improvements to be demolished and the proposed demolition limits to aid the Contractor.
- Prepare base maps using an aerial image and GIS databases using ArcGIS if topographic survey is not conducted.
- Digitize existing as-builts as needed.

#### Task 3. (Added) As-built Research and Utility Search

- Review City's as-builts and record drawings.
- Use Dig Alert's Design Services tool to obtain a list of the utility agencies present in the project area.
- Send utility information requests to all utility companies and request verification of location, size, and depth of facilities within the project limits.

- Maintain a log of the utility notifications which include contact numbers, dates of transmittals, etc.
- Research available land, property, and survey records to verify existing right of way and survey monuments.

#### Task 4. (RFP) Site Plan

- Draft a Site Plan showing a new pedestrian pathway connecting the lower parking lot to the trailhead.
- Show hardscape and landscape improvements as needed and to be located outside the gated area.
- Identify and include the removal and replacement of existing curb, gutter, and pavement as required.
- Show removal and relocation of the existing swing gate and signage to accommodate the new pedestrian travel from the lower parking lot to the trail head.
- Design relocation of the electrical conduit attached to the bridge which provides electrical service to one existing light fixture.

#### Task 5. (RFP) Engineer's Quantity and Cost Estimate

- Identify and list all necessary quantities from the plans.
- Research and use recent bid results and industry cost data to determine unit prices.

#### Task 6. (RFP) Bid Documents

- Compose Special and Technical Provisions to address the demolition and proper disposal of the bridge.
- Utilize the City's front-end document.

#### Task 7. (RFP) Services during the Bid Phase

- Provide technical assistance during the bidding process, including responding to bidder questions and preparing addenda as necessary.

# mulholland<sup>+</sup>

## Optional Tasks

The following Tasks are optional and at the discretion of the City:

### Task 8. (RFP) Environmental Compliance

- Prepare a Notice of Exemption (NOE) on the City's behalf to justify the finding pursuant to California Code of Regulations (CCR) §15062. Notice of Exemption.
- Submit Notification to CDFW for a Standard Agreement.

### Task 9. (RFP) Land Surveying

- Complete ground topographic survey to establish horizontal and vertical control for Plans at Prevailing Wages.

### Task 10. (Added) Services during the Construction Phase

- Provide construction support services, including responding to Requests for Information (RFIs), reviewing submittals, and attending progress meetings.

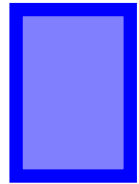
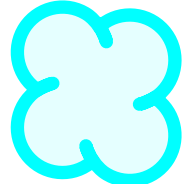
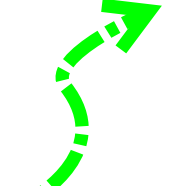
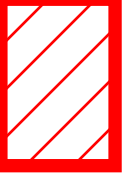
| Task                     |                                                | Principal in Charge |             | Project Manager |             | Project Engineer |              | Engineering Technician |             |      |      |       |          | Lump Sums |             | Task Totals  |
|--------------------------|------------------------------------------------|---------------------|-------------|-----------------|-------------|------------------|--------------|------------------------|-------------|------|------|-------|----------|-----------|-------------|--------------|
| No.                      | Description                                    | \$300.00 /hr        |             | \$250.00 /hr    |             | \$200.00 /hr     |              | \$150.00 /hr           |             |      |      |       |          | *         |             |              |
|                          |                                                | Hours               | Subtotal    | Hours           | Subtotal    | Hours            | Subtotal     | Hours                  | Subtotal    |      |      | Hours | Subtotal | Hours     | Subtotal    |              |
| Mandatory Tasks          |                                                |                     |             |                 |             |                  |              |                        |             |      |      |       |          |           |             |              |
| 1                        | (Added) Project Management                     | 0.00                | \$ -        | 24.00           | \$ 6,000.00 | 0.00             | \$ -         | 0.00                   | \$ -        |      | \$ - |       | \$ -     |           | \$ -        | \$ 6,000.00  |
| 2                        | (RFP) Demolition Exhibit                       | 4.00                | \$ 1,200.00 | 0.00            | \$ -        | 16.00            | \$ 3,200.00  | 16.00                  | \$ 2,400.00 |      | \$ - |       | \$ -     |           | \$ 3,450.00 | \$ 10,250.00 |
| 3                        | (Added) As-built Research and Utility Search   | 0.00                | \$ -        | 0.00            | \$ -        | 0.00             | \$ -         | 16.00                  | \$ 2,400.00 |      | \$ - |       | \$ -     |           | \$ -        | \$ 2,400.00  |
| 4                        | (RFP) Site Plan                                | 4.00                | \$ 1,200.00 | 0.00            | \$ -        | 16.00            | \$ 3,200.00  | 16.00                  | \$ 2,400.00 |      | \$ - |       | \$ -     |           | \$ -        | \$ 6,800.00  |
| 5                        | (RFP) Engineer's Quantity and Cost Estimate    | 2.00                | \$ 600.00   | 0.00            | \$ -        | 8.00             | \$ 1,600.00  | 0.00                   | \$ -        |      | \$ - |       | \$ -     |           | \$ -        | \$ 2,200.00  |
| 6                        | (RFP) Bid Documents                            | 16.00               | \$ 4,800.00 | 0.00            | \$ -        | 40.00            | \$ 8,000.00  | 0.00                   | \$ -        |      | \$ - |       | \$ -     |           | \$ -        | \$ 12,800.00 |
| 7                        | (RFP) Services during the Bid Phase            | 0.00                | \$ -        | 8.00            | \$ 2,000.00 | 0.00             | \$ -         | 0.00                   | \$ -        |      | \$ - |       | \$ -     |           | \$ -        | \$ 2,000.00  |
| Mandatory Tasks Totals = |                                                | 26.00               | \$ 7,800.00 | 32.00           | \$ 8,000.00 | 80.00            | \$ 16,000.00 | 48.00                  | \$ 7,200.00 | 0.00 | \$ - | 0.00  | \$ -     |           | \$ 3,450.00 | \$ 42,450.00 |
| Optional Tasks           |                                                |                     |             |                 |             |                  |              |                        |             |      |      |       |          |           |             |              |
| 8                        | (RFP) Environmental Compliance                 | 8.00                | \$ 2,400.00 | 0.00            | \$ -        | 16.00            | \$ 3,200.00  | 0.00                   | \$ -        |      | \$ - |       | \$ -     |           | \$ 3,450.00 | \$ 9,050.00  |
| 9                        | (RFP) Land Surveying                           | 2.00                | \$ 600.00   | 2.00            | \$ 500.00   | 0.00             | \$ -         | 8.00                   | \$ 1,200.00 |      | \$ - |       | \$ -     |           | \$ 4,025.00 | \$ 6,325.00  |
| 10                       | (Added) Services during the Construction Phase | 0.00                | \$ -        | 16.00           | \$ 4,000.00 | 0.00             | \$ -         | 0.00                   | \$ -        |      | \$ - |       | \$ -     |           | \$ -        | \$ 4,000.00  |
| Optional Tasks Totals =  |                                                | 10.00               | \$ 3,000.00 | 18.00           | \$ 4,500.00 | 16.00            | \$ 3,200.00  | 8.00                   | \$ 1,200.00 | 0.00 | \$ - | 0.00  | \$ -     |           | \$ 7,475.00 | \$ 19,375.00 |

Mandatory Tasks ("Not to Exceed") Total = \$ 42,450.00

Mandatory Tasks + Optional Tasks ("Not to Exceed") Total = \$ 61,825.00





| LEGEND                                                                                |                                     |                                                                                       |                                               |                                                                                       |                                                       |
|---------------------------------------------------------------------------------------|-------------------------------------|---------------------------------------------------------------------------------------|-----------------------------------------------|---------------------------------------------------------------------------------------|-------------------------------------------------------|
|  | EXISTING OVERFLOW PARKING 18 STALLS |  | EXISTING ACCESSIBLE PARKING SPACES            |  | PROPOSED ALTERNATIVE WALKING PATH (IN LIEU OF BRIDGE) |
|  | EXISTING LOWER BRIDGE STRUCTURE     |  | EXISTING PATH TO SYCAMORE CANYON TRAIL SYSTEM |  | EXISTING PUBLIC WORKS EQUIPMENT STORAGE SECURED SITE  |

DEPARTMENT OF PUBLIC WORKS  
CITY OF DIAMOND BAR

SYCAMORE CANYON PARK  
LOWER PARKING LOT  
PEDESTRIAN BRIDGE

VICINITY LOCATION MAP





## CITY COUNCIL

## AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager 

TITLE: **SIXTH AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH TRANE U.S. INC. DBA TRANE FOR MECHANICAL AND BUILDING AUTOMATION SYSTEM PREVENTIVE MAINTENANCE AND REPAIR SERVICES.**

STRATEGIC GOAL: *Responsible Stewardship of Public Resources*

**RECOMMENDATION:**

Approve, and authorize the City Manager to sign, the Sixth Amendment to the Maintenance Services Agreement with Trane U.S. Inc. dba Trane through June 30, 2026.

**FINANCIAL IMPACT:**

The amended total not-to-exceed contract amount for fiscal year 2025/26 would be \$127,010, which includes a CPI increase of 3%. Sufficient funds are included in the fiscal year 2025/26 operating budget to cover the cost of such services.

**BACKGROUND/DISCUSSION:**

Over the years, the City has upgraded a number of its mechanical and Building Automation Systems (BAS) with new Trane equipment. The current systems provide a more consistent environment in the facilities and a comprehensive method to manage our energy consumption. Preventive maintenance is a cornerstone in managing the repair costs, efficiency, and life expectancy of mechanical equipment. This amendment will continue our comprehensive preventive maintenance program for all City facilities, while ensuring that all current warranties remain in place.

The City currently has three facilities equipped with BAS, which enable staff to remotely monitor the mechanical operations of the equipment and adjust schedules, setpoints, airflow, and temperature to optimize overall system efficiency.

The work program for fiscal year 2025/26 includes:

|                                                                    |                 |
|--------------------------------------------------------------------|-----------------|
| Annual preventative maintenance                                    | \$57,010        |
| City Hall Variable Air Volume (VAV) repairs & programming upgrades | \$50,000        |
| <u>As-needed work (all locations)</u>                              | <u>\$20,000</u> |
| Total program not-to-exceed for fiscal year 2025/26                | \$127,010       |

The work associated with the City Hall VAV repairs & programming upgrades has an estimated annual energy savings of \$35,457, which provides for an estimated payback in just under 1.5 years.

The initial term of the Original Agreement entered into on June 18, 2019, was from July 1, 2019, to June 30, 2020. This sixth amendment will extend the term of the agreement through June 30, 2026.

#### LEGAL REVIEW:

The City Attorney has reviewed and approved the Amended Agreement as to form.

#### PREPARED BY:

*Jason Williams*

Jason Williams, Maintenance Supervisor 7/15/2025

#### REVIEWED BY:

*Hal Ghafari*

Hal Ghafari, Public Works Manager/Asst. City Engineer

6/26/2025

*David G. Liu*

David G. Liu, Public Works Director/City Engineer

7/2/2025

*Jason Jacobsen*

Jason Jacobsen, Finance Director

7/2/2025

#### Attachments:

1. 5.6.a Sixth Amendment to Agreement with TRANE for FY 2025/26

## SIXTH AMENDMENT TO MAINTENANCE SERVICES AGREEMENT

This Sixth Amendment to Maintenance Services Agreement ("Sixth Amendment") is made and entered into as of July 15, 2025, by and between the City of Diamond Bar, a municipal corporation ("City"), and Trane U.S. Inc. dba Trane (herein referred to as the "Contractor") with reference to the following:

A. The City and the Contractor entered into that certain Maintenance Services Agreement dated as of June 18, 2020, which is incorporated herein by this reference (the "Original Agreement"); and

B. The City and the Contractor entered into the First Amendment dated as of - June 16, 2020, Second Amendment dated as of June 15, 2021, Third Amendment dated as of July 19, 2022, Fourth Amendment as of July 18, 2023 and Fifth Amendment as of June 18, 2024, which are incorporated herein by this reference ("First, Second Third, Fourth & Fifth Amendment"), which First, Second, Third, Fourth & Fifth Amendments and Original Agreement collectively are referred to herein as the "Agreement";

C. The City and the Contractor desire to amend the Agreement as provided herein.

**NOW, THEREFORE**, the parties hereby agree as follows:

1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.
2. **Revised Scope of Services.** The Scope of Services, Exhibit "A" to the Original Agreement, is hereby amended, modified and supplemented to include the services described on Exhibit "A" attached hereto and incorporated herein by this reference.
3. **Term.** The Term of the Agreement as amended by the Fifth Amendment is from July 1, 2024 to June 30, 2025. This Sixth Amendment extends the term from July 1, 2025 to June 30, 2026.

4. **Compensation.** The total not-to-exceed compensation set forth in Section 3 of the Original Agreement, was the sum of forty-five thousand seventy-six dollars (\$45,076) per fiscal year. The First Amendment amended Section 3 of the Original Agreement to provide for a total not-to-exceed compensation in the sum of sixty-five thousand dollars (\$65,000) per fiscal year. The Second Amendment amended Section 3 of the First Amendment to provide for a total not-to-exceed compensation in the sum of sixty-six thousand six hundred twenty-five dollars (\$66,625) for fiscal year 2021-2022. The Third Amendment amended Section 3 of the Second Amendment to provide for a total not-to-exceed compensation in the sum of seventy thousand six hundred sixty-four dollars

1450826.1

(\$70,664) for fiscal year 2022-2023. The Fourth Amendment amended Section 3 of the Third Amendment to provide not-to-exceed compensation in the sum of seventy-two thousand seven hundred dollars (\$72,700) for fiscal year 2023-2024. The Fifth Amendment amended Section 3 of the Fourth Amendment to provide not-to-exceed compensation in the sum of seventy-five thousand five hundred thirty-five dollars and thirty cents (\$75,535.30) for fiscal year 2024-2025. Section 3 of the Fifth Amendment is hereby amended to provide for an adjusted amount not to exceed one hundred twenty-seven thousand and ten dollars (\$127,010) for fiscal year July 1, 2025, through June 30, 2026, without the prior authorization of the City.

**5. Integration.** This Sixth Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This Sixth Amendment amends, as set forth herein, the Original Agreement and except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Sixth Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this Sixth Amendment shall control.

**IN WITNESS** hereof, the parties enter into this Sixth Amendment on the year and day first above written.

“CONTRACTOR”

Trane U.S. Inc. dba Trane

\*By:   
 Printed Name: Shana Ruiz  
 Title: Assistant Secretary

\*By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

“CITY”

CITY OF DIAMOND BAR

By: \_\_\_\_\_  
 Dan Fox, City Manager

ATTEST:

\_\_\_\_\_  
 Kristina Santana, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
 Omar Sandoval, City Attorney

**NOTE:** *If Contractor is a corporation, the City requires the following signature(s):*

- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. *If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR*
- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

**TRANE U.S. INC.**

**WRITTEN CONSENT OF DIRECTORS IN LIEU OF MEETING**

The undersigned, being all of the directors of Trane U.S. Inc., a Delaware corporation (the "Company"), do hereby consent to the following resolutions with the same force and effect as if such resolutions had been duly adopted at a meeting of the directors of the Company:

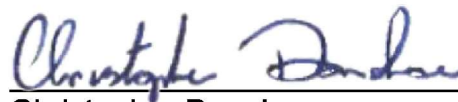
Election of Officers

RESOLVED, that effective as of June 1, 2025, Jenny L. Harper is hereby elected as Assistant Secretary of the Company to serve until the earliest of the termination of her employment, her resignation or retirement, or until her successor has been duly elected and qualified; and

FURTHER RESOLVED, that effective as of June 1, 2025, Shana A. Ruiz is hereby elected as Assistant Secretary of the Company to serve until the earliest of the termination of her employment, her resignation or retirement, or until her successor has been duly elected and qualified; and

FURTHER RESOLVED, that any and all actions taken by Jenny L. Harper and/or Shana A. Ruiz on behalf of the Company prior to their appointment, whether acting individually or together with another or others, be and are hereby approved, ratified and confirmed in all respects.

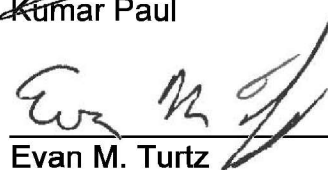
IN WITNESS WHEREOF, the undersigned have caused this consent to be duly signed as of the date set forth below.



Christopher Donohoe



Kumar Paul



Evan M. Turtz

May 21, 2025



## Cost Breakdown

|                                               |           |
|-----------------------------------------------|-----------|
| Annual Preventative<br>Maintenance            | \$57,010  |
| City Hall VAV Repair & Programing<br>upgrades | \$50,000  |
| As-needed work<br>(All Locations)             | \$20,000  |
| <hr/>                                         |           |
| Total Program NTE for FY2025/26               | \$127,010 |



Trane U.S. Inc.  
3253 E Imperial Highway  
Brea, CA 92821  
Phone: (714) 983-0505  
Fax: (714) 983-0502

June 17, 2025

Diamond Bar City Of  
21825 COPLEY DRIVE  
Diamond Bar, CA 91765-9176  
(818) 631-3669

Site Address:  
Diamond Bar Community Center  
1600 Grand Ave Diamond Bar, CA 91765

Diamond Bar City Hall  
21810 Copley Dr Diamond Bar, CA 91765

Diamond Bar Heritage Park  
2900 S Brea Canyon Rd Diamond Bar, CA 91765

Pantera Park Diamond Bar  
738 Pantera Drive Diamond Bar, CA 91765

**SUBJECT:** Continuation of Master Service Agreement

Your Trane Service Agreement is scheduled for renewal on July 1, 2025. To assure that there will be no interruption of service and benefits to Diamond Bar City Of your Service Agreement will be extended through June 30, 2026. The adjusted Service Fees for the renewal term for all sites is set forth in the following table:

| Location               | Contract #         | Annual Amount - All Sites | Payment            | Payment Term     |
|------------------------|--------------------|---------------------------|--------------------|------------------|
| Community Center       | 2136MECH & 2136BAS | \$26,145.00               | \$6,536.25         | Quarterly        |
| City Hall              | 2135MECH & 2135BAS | \$23,473.00               | \$5,868.25         | Quarterly        |
| Heritage Park          | 2134MECH           | \$3,724.00                | \$931.00           | Quarterly        |
| Pantera Park           | 2233MECH           | \$3,668.00                | \$917.00           | Quarterly        |
| <b>ALL SITES TOTAL</b> |                    | <b>\$57,010.00</b>        | <b>\$14,252.50</b> | <b>Quarterly</b> |

If there is any reason why this Service Agreement should not be extended through this period, please notify Trane in writing 30 days prior to the renewal date indicated above. If so notified, Trane can continue at your discretion to provide services beyond the renewal date at our standard time and material rates.

**SCOPE OF SERVICE**

The Scope of Service for the new agreement period will remain the same as delivered in the current period.

**The following "Covered Equipment" will be serviced at Diamond Bar City Hall:**

| Equipment                              | Qty | Manufacturer | Model Number | Serial Number |
|----------------------------------------|-----|--------------|--------------|---------------|
| Tracer SC                              | 1   | Trane        | BMSC000AAA   | E13C61487     |
| 90-130 ton Packaged Industrial Rooftop | 1   | Trane        | SXHKC9040    | C18H05844     |
| 90-130 ton Packaged Industrial Rooftop | 1   | Trane        | SXHKC9040    | C18H05843     |
| Site Level Activities                  | 1   | Trane        |              | IS102345      |
| 6 - 25 Ton Unitary Split Systems       | 1   | Trane        | TTA073H40R   | 17082LSCYA    |
| 6 - 25 Ton Unitary Split Systems       | 1   | Trane        | TTA073H40R   | 17113NPRYA    |

**The following "Covered Equipment" will be serviced at Diamond Bar Community Center:**

| Equipment             | Qty | Manufacturer | Model Number | Serial Number  | Asset Tag  |
|-----------------------|-----|--------------|--------------|----------------|------------|
| Ductless Mini-Splits  | 1   | Mitsubishi   | NTYSST12A1   | 2XC0165731U8H2 | AC # 11a   |
| Site Level Activities | 1   | Trane        |              | IS102345       |            |
| Tracer SC             | 1   | Trane        | BMTSC        | E14E61412      | BCU        |
| Boilers - Generic     | 1   | Other        | H8-0992C     | V062401021     | BOILER # 1 |

|                      |   |                  |            |                  |          |
|----------------------|---|------------------|------------|------------------|----------|
| Outdoor Air Handlers | 1 | AAON Inc         | RNA-090-E- | 202405-AVCG00713 | AC # 1   |
| Product Unknown      | 1 | Trane            | WHC036H4R0 | 241610009L       | AC # 2   |
| Product Unknown      | 1 | Trane            | WHC036H4R0 | 241610017L       | AC # 3   |
| Product Unknown      | 1 | Trane            | WHC036H4R0 | 241610062L       | AC # 5   |
| Product Unknown      | 1 | Trane            | WHC036H4R0 | 241610080L       | AC # 6   |
| Product Unknown      | 1 | Trane            | WHC036H4R0 | 241610086L       | AC # 8   |
| Product Unknown      | 1 | Trane            | WHC036H4R0 | 241810369L       | AC # 9   |
| Product Unknown      | 1 | Trane            | WHC060H4R0 | 241510165L       | AC # 4   |
| Product Unknown      | 1 | Trane            | WHC092H4R0 | 242110716L       | AC # 7   |
| Pumps                | 1 | Bell and Gossett | BMP        | C359944-01G32    | PUMP # 1 |
| Mini Split           | 1 | Trane            | NTYWST12B1 | 3YE0046631U10N   | AC # 11b |

**The following "Covered Equipment" will be serviced at Diamond Bar Heritage Park:**

| Equipment                                                    | Qty | Manufacturer | Model Number | Serial Number |
|--------------------------------------------------------------|-----|--------------|--------------|---------------|
| 12 1/2 -25 Ton Packaged Unitary Gas/Elec Rooftop - Dedicated | 1   | Trane        | YCH240E3L0   | 104610745D    |

**The following "Covered Equipment" will be serviced at Pantera Park Diamond Bar:**

| Equipment                               | Qty | Manufacturer        | Model Number | Serial Number | Asset Tag   |
|-----------------------------------------|-----|---------------------|--------------|---------------|-------------|
| Split System Air Conditioners - Generic | 1   | Carrier Corporation | 38QRC0C300   | 2696X28905    | CONDENSER 1 |

**TERMS & CONDITIONS**

Terms & Conditions for the renewal period are attached.

**CLARIFICATIONS**

If Diamond Bar City Of accounting procedures require a purchase order for the renewal term, please provide your purchase order number to Trane no less than 30 days prior to the renewal date.

We value your business and look forward to continuing to serve and contribute to your organization's success.

Sincerely,  
Lee Ostrander  
**Trane**

**TARIFFS**

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

**CUSTOMER ACCEPTANCE**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Purchase Order

\_\_\_\_\_  
Acceptance Date

Trane's License Number: 1066318

**TERMS AND CONDITIONS - SERVICE**

**"Company"** shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

**1. Agreement.** These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Trane Digital Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

**4. Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

**5. Payment.** Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

**6. Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

**7. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

**8. Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

**9. Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n)

Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**10. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

**11. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

**12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING TRANE DIGITAL SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.**

**13. CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**14. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

**15. Insurance.** Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

|                              |                            |
|------------------------------|----------------------------|
| Commercial General Liability | \$2,000,000 per occurrence |
| Automobile Liability         | \$2,000,000 CSL            |
| Workers Compensation         | Statutory Limits           |

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

**16. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event



Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**17. Maintenance Services Other Than Solely Scheduled Service.** If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

**18. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

**19. Federal Requirements.** The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

**20. Export Laws.** The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

**21. U.S. Government Services.** The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations, and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**22. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0325)  
Supersedes 1-26.130-7 (0225)

#### SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

**"Customer Data"** means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

**"Equipment"** shall have the meaning set forth in the Agreement.

**"HVAC Machine Data"** means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

**"Security Incident"** shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

**"Services"** shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data: Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
- Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data: Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. **Customer Data: Compliance with Laws.** Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. **Customer Data: Information Security Management.** Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. **Monitoring.** Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. **Audits.** Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. **Information Security Contact.** Trane's information security contact is Local Sales Office.
9. **Security Incident Management.** Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) Data backups; and
  - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024  
Supersedes: November 2023v2



Trane U.S. Inc.  
3253 E Imperial Highway  
Brea, CA 92821  
Phone: (714) 983-0505  
Fax: (714) 983-0502

March 24, 2025

Diamond Bar City Of  
21825 COPLEY DRIVE  
Diamond Bar, CA 91765-9176

Site Address:  
Diamond Bar City Hall  
21810 Copley Dr  
Diamond Bar, CA 91765

**ATTENTION:** Jason Williams

**PROJECT NAME:** City of Diamond Bar City Hall ECM Project

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

#### EQUIPMENT LIST

## Diamond Bar City Hall

#### SCOPE OF SERVICE

Trane to Program the Following:

- Update Building Schedules
- Add demand limiting using schedule and limit mechanical cooling to 50 percent during peak load.
- Trim & Respond Supply Air Reset

VAV Repairs:

- Inspection and repair of (22) VAV boxes identified to have airflow issues from our building performance review.
- Material reserve "not to exceed" \$5,000.00. (Note: All material orders for repairs will be tracked and documented for customer review. Any remaining materials will be supplied to City of Diamond Bar as control stock.).

*Note: Any VAV needing substantial rebuild will be quoted outside of this scope.*

CO2 Sensor Installation and Demand Control Ventilation (DCV) Implementation:

- Installation of (5) CO2 sensor in customer directed locations.
- Add demand control ventilation (DCV) program to the SC+.

#### PROJECT FINANCIAL OVERVIEW

| PROJECT COST | ANNUAL ESTIMATED ENERGY SAVINGS | SIMPLE PAY BACK |
|--------------|---------------------------------|-----------------|
| \$45,225.00  | \$35,457.00                     | 1.28 YRS.       |

## PRICING AND ACCEPTANCE

**TOTAL PRICE:**.....\$45,225.00 USD

### CLARIFICATIONS

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from March 24, 2025.

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Ian Brown  
E-mail: [ian.brown@trane.com](mailto:ian.brown@trane.com)  
Cell: (804) 441-1513

**This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.**

| CUSTOMER ACCEPTANCE              |
|----------------------------------|
| <hr/>                            |
| Authorized Representative        |
| <hr/>                            |
| Printed Name                     |
| <hr/>                            |
| Title                            |
| <hr/>                            |
| Purchase Order                   |
| <hr/>                            |
| Acceptance Date                  |
| Trane's License Number: 10066318 |



**TERMS AND CONDITIONS – QUOTED SERVICE**

**"Company" shall mean Trane U.S. Inc..**

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

**1. Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

**4. Cancellation by Customer Prior to Services; Refund.** If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

**5. Cancellation by Company.** This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

**6. Services Fees and Taxes.** Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

**7. Payment.** Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

**8. Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

**9. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

**10. Customer Obligations.** Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

**11. Exclusions.** Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

**12. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY**

MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO

**13. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

**14. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

**15. CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGED TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.

**16. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

**17. Insurance.** Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

|                              |                            |
|------------------------------|----------------------------|
| Commercial General Liability | \$2,000,000 per occurrence |
| Automobile Liability         | \$2,000,000 CSL            |
| Workers Compensation         | Statutory Limits           |

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

**18. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**19. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

**20. Equal Employment Opportunity/Affirmative Action Clause.** Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in

41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**21. U.S. Government Contracts.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

**22. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (1024)  
Supersedes 1-10.48 (0821)

---

**SECURITY ADDENDUM**

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

**"Customer Data"** means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

**"Equipment"** shall have the meaning set forth in the Agreement.

**"HVAC Machine Data"** means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. **"Personal Data"** means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

**"Security Incident"** shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

**"Services"** shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
- Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.



3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) Data backups; and
  - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.



15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024  
Supersedes: November 2023v2

## APPENDIX

### SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

### ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Upon request, Trane can send you an annual report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

### CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



Agenda #: 6.1  
Meeting Date: July 15, 2025



## CITY COUNCIL

## AGENDA REPORT

TO: Honorable Mayor and Members of the City Council  
FROM: Daniel Fox, City Manager   
TITLE: **LEVYING ASSESSMENTS ON LANDSCAPE ASSESSMENT DISTRICT NO. 38 FOR FISCAL YEAR 2025/26.**  
STRATEGIC GOAL: *Open, Engaged & Responsive Government*

**RECOMMENDATION:**

- A. Receive presentation, open Public Hearing to receive testimony, close Public Hearing; and
- B. Adopt Resolution No. 2025-25 to levy and collect assessments for Landscape Assessment District No. 38 for Fiscal Year 2025/26.

**FINANCIAL SUMMARY:**

The District is projected to generate approximately \$276,780. In addition, the City's General Fund will contribute 9.53% to meet the required General Benefit. However, there will be a shortfall between the total revenue generated and the District's estimated expenditures, necessitating an additional contribution from the General Fund. Overall, the contribution from the General Fund is estimated at \$217,712. Sufficient funding is available in the Adopted FY 2025/26 Budget.

**BACKGROUND/DISCUSSION:**

As part of the assessment district updates, the City must undergo a three-step process. This is the final part of the process, where the City Council conducts a public hearing on the District's proposed annual assessments, after which the Council will consider the related resolution confirming the levy assessments. Throughout the entire process, all proceedings for the maintenance of improvements have been pursuant to the provisions of the Landscape and Lighting Act of 1972 of Part 2 Division 15 of the Streets and Highways Code of the State of California and applicable provisions of Proposition 218, Article 10 XIID of the California Constitution.

On April 1, 2025, the City Council adopted Resolution No. 2025-09, ordering the City Engineer to prepare and file an Engineer's Report related to maintenance of improvements in Landscaping Assessment District No. 38 (District) and any assessment thereon for Fiscal Year 2025/26.

On June 17, 2025, the City Council adopted Resolution No. 2025-22, declaring the City's intention to levy and collect assessments for the District and directing staff to advertise the Public Hearing to be set for the July 15, 2025, regular meeting.

The attached Engineer's Report for the City's Landscaping Assessment District Number 38 (Attachment 2), which has been prepared pursuant to provisions of the Landscaping and Lighting Act of 1972 of Part 2 of Division 15 of the Streets and Highways Code of the State of California, includes authority for the report, estimated costs of improvements, a diagram for the District and the assessments.

The number of parcels within the District is 18,452 parcels. The amount assessed upon the lands within District Number 38 for Fiscal Year 2024/25 was \$15.00 per parcel. The amount to be assessed for Fiscal Year 2025/26 is to remain at \$15.00 per parcel. The assessments will be utilized to maintain the City's medians and parkways.

The proposed assessment has been determined to be exempt from the provisions of Proposition 218 as set forth in section 5 (a): Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control drainage systems, or vector control.

#### **LEGAL REVIEW:**

The City Attorney has reviewed and approved the Resolution as to form.

#### **PREPARED BY:**



Nicholas Delgado, Management Analyst

7/15/2025

## REVIEWED BY:



Hal Ghafari, Public Works Manager/Asst. City Engineer

7/1/2025



David G. Liu, Public Works Director/City Engineer

7/3/2025



Jason Jacobsen, Finance Director

7/7/2025

## Attachments:

1. 6.1.a Resolution No. 2025-25 (LAD No. 38)
2. 6.1.b LAD No. 38 Engineer's Final Report for FY2025/26



## RESOLUTION NO. 2025-25

### A RESOLUTION APPROVING THE CONTINUATION OF THE LEVY AND COLLECTION OF ASSESSMENTS FOR CITY OF DIAMOND BAR LANDSCAPING ASSESSMENT DISTRICT NO. 38 FOR FISCAL YEAR 2025-26.

**WHEREAS**, by Resolution No. 2025-22, the City Council approved the Engineer's Report ("Report") of the Engineer of Work related to City of Diamond Bar Landscaping Assessment District No. 38 ("District") prepared pursuant to Part 2 of Division 15 of the California Streets and Highways Code (§ 22500, et seq.), known as the Landscaping and Lighting Act of 1972 ("Act"), which described the improvements thereon, and gave notice of and fixed the time and place of the public hearing on the question of assessment thereon for fiscal year 2025-26. A diagram of the area encompassed by the District is attached hereto as Exhibit A; and

**WHEREAS**, the Report is on file with the City Clerk of the City of Diamond Bar; and

**WHEREAS**, said hearing was duly and properly noticed, commenced in the SCAQMD Auditorium located at 21865 Copley Drive, Diamond Bar, California on July 15, 2025, and was concluded prior to the adoption of this Resolution; and

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

**NOW, THEREFORE, BE IT RESOLVED** the City Council of the City of Diamond Bar as follows:

**Section 1.** The Recitals of this Resolution are in all respects true and correct.

**Section 2.** The City Council hereby expressly overrules any and all protests filed objecting to the proposed improvements specified herein or the assessment levied, therefore.

**Section 3.** Based upon its review of the Report, and other reports and information, the City Council hereby finds that (i) the land within the District will be benefitted by the improvements specified in said Report, (ii) the District includes all of the lands so benefitted, and (iii) the net amount to be assessed upon the lands within the District for the fiscal year 2025-26 fiscal year, is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

**Section 4.** The improvements specified in the Report are hereby ordered to be completed.

**Section 5.** The assessment diagram contained in the Report and the assessment of \$15.00 for each assessable lot located within said District are hereby adopted and confirmed and said assessment is hereby levied for the fiscal year 2025-26.

**Section 6.** The assessment is in compliance with the provisions of the Act, and the City Council has complied with all laws pertaining to the levy of an annual assessment pursuant to the Act. The assessment is levied for the purpose of paying the costs and expenses of the improvements described in the Report for fiscal year 2025-26.

**Section 7.** The City Council hereby certifies that the assessments to be placed on the 2025-26 property tax bills meet the requirements of Proposition 218 that added Articles XIII C and XIII D to the California Constitution.

**Section 8.** The assessments are levied without regard to property valuation.

**Section 9.** The City Treasurer shall deposit all moneys representing assessments collected by the County to the credit of a special fund for use in City of Diamond Bar Landscaping Assessment District No. 38.

**Section 10.** The City Clerk is hereby authorized and directed to file the diagram and assessment with the County Auditor, together with a certified copy of this Resolution upon its adoption.

**Section 11.** A certified copy of the assessment and diagram shall be filed in the office of the City Clerk and open for public inspection.

**Section 12.** The City Clerk shall certify to the adoption of this Resolution.

**PASSED, ADOPTED AND APPROVED this 15<sup>th</sup> day of July 2025.**

**CITY OF DIAMOND BAR**

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Chia Yu Teng, Mayor

*[Signatures continued on the following page]*

**ATTEST:**

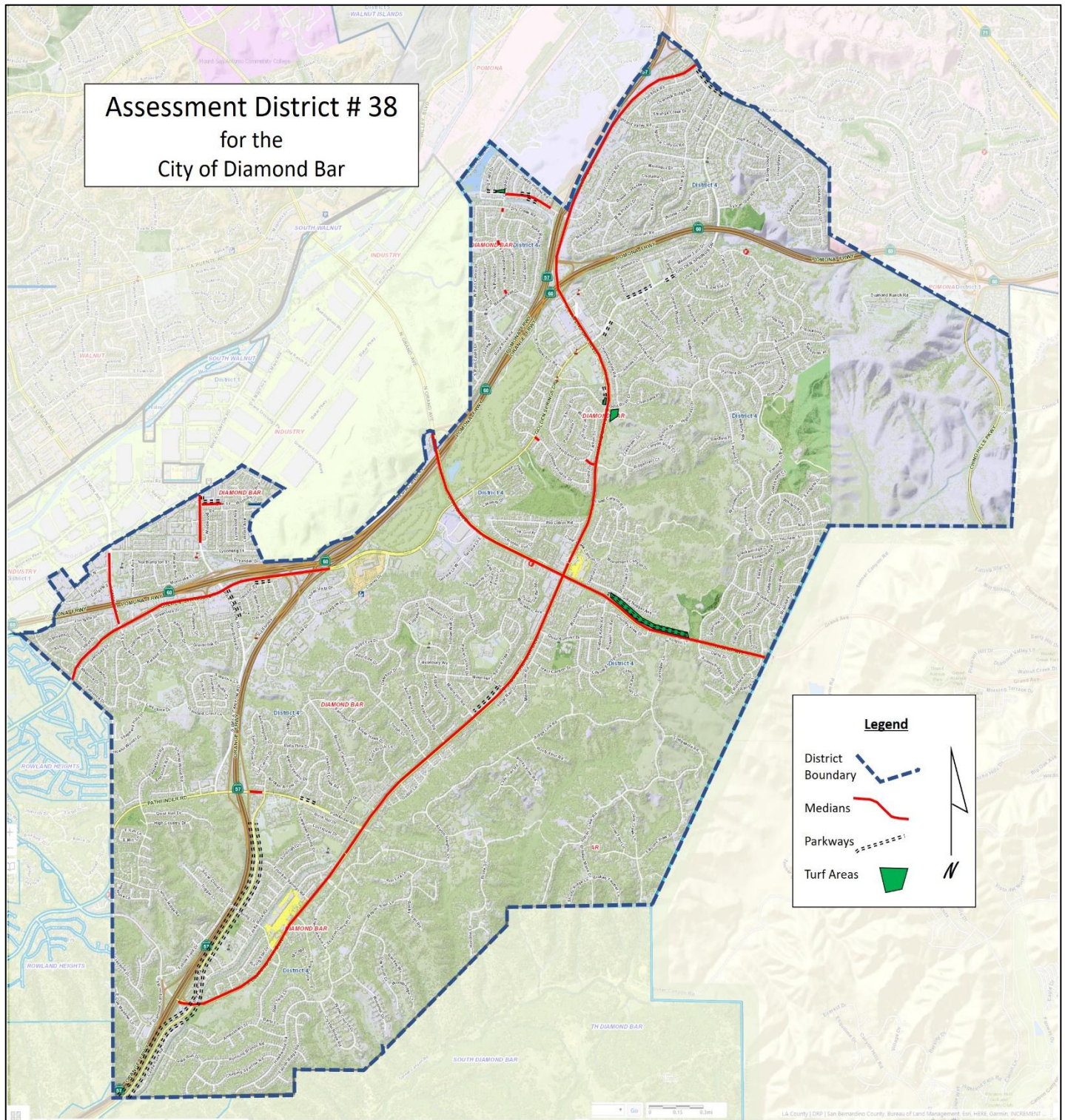
I, Kristina Santana, City Clerk of the City of Diamond Bar, do hereby certify that the foregoing Resolution was passed, approved and adopted at the regular meeting of the City Council of the City of Diamond Bar held on the 15<sup>th</sup> day of July 2025, by the following roll call vote:

|            |                  |
|------------|------------------|
| AYES:      | COUNCIL MEMBERS: |
| NOES:      | COUNCIL MEMBERS: |
| ABSENT:    | COUNCIL MEMBERS: |
| ABSTAINED: | COUNCIL MEMBERS: |

---

Kristina Santana, City Clerk

## Exhibit A





# CITY OF DIAMOND BAR

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*Fiscal Year 2025/26 Engineer's Report For:*

**Landscaping Assessment District No. 38**

**June 2025**

Prepared by:



Corporate Headquarters  
32605 Temecula Parkway, Suite 100  
Temecula, CA 92592  
Toll free: 800.676.7516



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# 1. ENGINEER'S LETTER

**WHEREAS**, the City Council of the City of Diamond Bar (the "City"), State of California, under the Landscaping and Lighting Act of 1972 (the "Act"), directed NBS to prepare and file the Annual Engineer's Report for the Landscaping Assessment District No. 38 (the "District") for Fiscal Year 2025/26, in accordance with Article 4 of Chapter 1 of the Act and Article XIII D of the California Constitution (the "Article XIII D"). The report presents the plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the administration, maintenance, operations and servicing of the improvements for Fiscal Year 2025/26, the diagram for the District, showing the area and properties to be assessed, and assessing the net amount upon the assessable lots and/or parcels within the District in proportion to the special benefit received.

**NOW THEREFORE**, the assessments as detailed in this Engineer's Report and as summarized in the table below are made to cover the portion of the estimated costs of maintenance, operation, and servicing of said improvements to be paid by the assessable real property within the District in proportion to the special benefit received.

| District                               | Parcel Count <sup>(1)</sup> | Proposed FY 2025/26 Rate | Proposed FY 2025/26 Assessment Amount |
|----------------------------------------|-----------------------------|--------------------------|---------------------------------------|
| Landscaping Assessment District No. 38 | 18,452                      | \$15.00                  | \$276,780.00                          |

(1) Includes active and levied parcels.

I, the undersigned, respectfully submit this Engineer's Report and, to the best of my knowledge, information, and belief, the Engineer's Report, Assessments, and the Assessment Diagram herein have been prepared, computed, and levied in accordance with the assessment methodology adopted, approved, and ordered by the City Council of the City of Diamond Bar at the time of District formation.

*John G. Egan*  
 John G. Egan, P. E.  
 Assessment Engineer

6-23-25



## 2. INTRODUCTION

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### 2.1 Background

The City services and maintains perimeter and median landscaping, and other improvements (the "Improvements") to various parts of the City. In order to fund the maintenance and operation (the "Services") of these improvements, the District was formed in 1984 by the County of Los Angeles prior to the incorporation of the City of Diamond Bar. Upon incorporation in 1989, the City assumed jurisdiction over the District. This Engineer's Report (the "Report") was prepared to establish the budget for the Improvements (as described below) that will be funded by the Fiscal Year 2025/26 assessments and other revenue, and to determine the general and special benefits received from the Improvements by property within the District and the method of assessment apportionment to lots and parcels. This Report and the assessments have been made pursuant to Part 2 of Division 15 of the California Streets and Highways Code, commonly known as the Landscape and Lighting Act of 1972, and Article XIII D.

### 2.2 Process for Annual Assessment

As required by the procedures specified in the Act, an Engineer's Report must be prepared on an annual basis which contains a full and detailed description of the improvements, the boundaries of the assessment district, and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the assessment district.

The City Council must also annually adopt a Resolution of Intention which:

- Declares the intention of the City Council to levy and collect assessments within the assessment district for the fiscal year stated therein.
- Generally describes the existing and proposed improvements and any substantial changes proposed to be made in existing improvements.
- Refers to the assessment district by its distinctive designation and indicates the general location of the assessment district.
- Refers to the report of the engineer, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the assessment district.
- Gives notice of the time and place for public hearing by the City Council on the levy of the proposed assessment.
- States whether the assessment is proposed to increase from the previous year.

If the assessments are to be levied in the same or lesser amounts than the maximum assessment allowed, the City Clerk shall give notice of the public hearing by causing the Resolution of Intention to be published. Any interested person may, prior to the conclusion of the public hearing, file a written protest which shall state all grounds of objection. The protest shall contain a description sufficient to identify the property owned by the property owner filing the protest. During the course or upon conclusion of the hearing, the City Council may order changes in any of the matters provided in the report, including changes in the

improvements, any zones within the assessment district, and the proposed diagram or the proposed assessment. If the assessment to be levied exceeds the maximum assessment allowed, the City must comply with the procedures specified in Article XIII D and Proposition 218.

The City Council, upon conclusion of the public hearing must then adopt a resolution confirming the diagram and assessment, either as originally proposed or as changed by it. The adoption of the resolution shall constitute the levy of an assessment for the fiscal year referred to in the report. If confirmed, the assessments would be submitted to the County Auditor Controller for inclusion on the property tax roll.

Beginning in 2025, NBS became the Assessment Engineer for the District. To maintain an accurate reference and legally defensible record of the District, pertinent language used in previous engineer's reports has been retained herein and is cited with footnotes, as appropriate.

## 2.3 Legislative Context

In 1996, California Voters adopted Proposition 218, the "Right to Vote on Taxes Act" which added Articles XIII C and XIII D to the California Constitution. Article XIII D imposes certain substantive and procedural requirements on any agency that wishes to levy special assessments.

Article XIII D imposes four basic substantive requirements on assessments<sup>1</sup>:

- All parcels that will have a special benefit conferred upon them and upon which an assessment will be imposed must be identified;
- The general benefits must be distinguished from the special benefits conferred on the parcels;
- The proportionate special benefit derived by each parcel must be determined in relationship to the entirety of the capital improvement, the maintenance and operation expenses of the public improvement, or the cost of the property related service being provided; and
- The amount assessed to a parcel must not exceed the reasonable cost of the proportional special benefit conferred on that parcel and does not include any costs attributable to the general benefit.

Since the initial passage of Proposition 218, several court rulings have helped provide context and direction on the practical implementation procedures and requirements for levying assessments. Several of the key concepts from these rulings are summarized below.

### GENERAL BENEFIT

Article XIII D requires an agency to separate the general benefits from the special benefits conferred because only special benefits are assessable.

The Court of Appeal in *Golden Hills Neighborhood Assn., Inc. v. City of San Diego* (2011)<sup>2</sup> clarified this concept by stating, "*Separation and quantification of general and special benefits must be accomplished by apportioning the cost of a service or improvement between the two and assessing property owners only for the portion of the cost representing special benefits.*"

<sup>1</sup> California Constitution Article XIII D Section 4.

<sup>2</sup> *Golden Hill Neighborhood Assn. v. City of San Diego* CA4/1, D062203 (Cal. Ct. App. 2013)

The Court of Appeal in *Beutz v. County of Riverside* (2010) (“Beutz”)<sup>3</sup> quoted from the Legislative Analyst’s Office pamphlet titled “Understanding Proposition 218” which states an agency must, “*estimate the amount of special benefit landowners would receive from the project or service, as well as the amount of ‘general benefit.’ This step is needed because Proposition 218 allows local government to recoup from assessments only the proportionate share of cost to provide the special benefit.*”

The Court in *Beutz* furthered this idea stating, “*Separating the general from the special benefits of a public improvement project and estimating the quantity of each in relation to the other is essential if an assessment is to be limited to the special benefits.*”

The Court of Appeal in *Silicon Valley Taxpayers' Association Incorporated v. Santa Clara County Open Space Authority* (2008) (“SVTA”)<sup>4</sup> clarified that general benefits are not restricted to benefits conferred only on persons and property outside the assessment district but can include benefits both conferred on real property located in the district or to the public at large. The “public at large” includes all members of the public, including those who live, work, and shop within the district, and not simply transient visitors.

### **BENEFIT-BASED NOT COST-BASED**

In *Bonander v. Town of Tiburon* (2009) (“Tiburon”)<sup>5</sup>, the Court of Appeal clarified the idea that assessments must be apportioned based upon benefit rather than cost. The Court stated, “*proportionate special benefit is the basis upon which a project’s total assessable costs are apportioned among parcels within an assessment district.*”

The assessment on a particular property cannot be based on the relative cost of the improvements, but rather the special benefit conferred on such property. The Court in *Tiburon* also stated, “*an assessment represents the entirety of the cost of the improvement or property-related service, less any amount attributable to general benefits (which may not be assessed), allocated to individual properties in proportion to the relative special benefit conferred on the property.*”

### **PUBLIC PROPERTY**

Section 4, Subdivision (a) of Article XIII D states, in part, “*Parcels within a district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit.*” Historically there had been differing opinions about whether this requirement that publicly owned property should not be exempt actually meant those properties must be assessed.

The Court of Appeal in *Manteca Unified School District v. Reclamation District No. 17 et al* (2017)<sup>6</sup> clarified this issue by stating, “*Section 4, Subdivision (a) of Article XIII D of the California Constitution unambiguously conditions any continuing benefit assessment exemption on a showing by clear and convincing evidence of no special benefit.*”

<sup>3</sup> *Beutz v. County of Riverside*, 109 Cal. Rptr. 3d 851 (Cal. Ct. App. 2010)

<sup>4</sup> *Silicon Valley Taxpayers' Association Incorporated v. Santa Clara County Open Space Authority*, 44 Cal. 4th 431 (2008).

<sup>5</sup> *Bonander v. Town of Tiburon*, 147 Cal. App. 4th 1116 (Cal. Ct. App. 2007)

<sup>6</sup> *Manteca Unified School District v. Reclamation District No. 17 et al*, C077906 (Cal. Ct. App. 2017)



## IMPRECISION

The Court in *Tiburon* acknowledged the difficulty of trying to precisely assign and measure special benefit, stating, *“Any attempt to classify special benefits conferred on particular properties and to assign relative weights to those benefits will necessarily involve some degree of imprecision.”*

The Court in *Tiburon* went on to say that a formula assigning equal weight to different special benefits *“may be a legally justifiable approach to measuring and apportioning special benefits, [but] it is not necessarily the only valid approach. Whichever approach is taken to measuring and apportioning special benefits, however, it must be both defensible and consistently applied.”*

### 3. PLANS AND SPECIFICATIONS

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The work and improvements proposed to be undertaken by the City and the cost thereof paid from the levy of the annual assessment provide special benefit to assessor parcels within the District defined in the Method of Assessment herein. Consistent with the Act, the improvements are generally described as follows:

#### MEDIANS

The landscaped islands to be maintained by the District are located as follows:

- Diamond Bar Blvd
- Grand Ave
- Golden Springs Dr – 57 freeway overcrossing to West City Limits
- Golden Prados Dr – Golden Springs Dr to Hopi St
- Tin Dr – Great Bend Dr to Diamond Bar Blvd
- Lemon Ave – Lycoming St to Golden Springs Dr
- Sunset Crossing Rd – 57 freeway off-ramp to Prospectors Rd
- Prospectors Rd – at Dry Creek Rd; at Palo Cedro Dr; and at Beaverhead Dr
- Pathfinder Rd at Brea Canyon Rd (east of 57 freeway)

#### PARKWAYS

The landscaped parkways to be maintained by the District are located as follows:

- Grand Ave – Summit Ridge to Diamond Bar Blvd, north side
- Temple Ave – Diamond Bar Blvd to Golden Springs Dr, south side
- Golden Springs Dr – Ballena Dr to End of cul-de-sac
- Golden Springs Dr – El Encino Dr to Platina Dr
- Golden Springs Dr – Rancheria Rd to end of cul-de-sac
- Diamond Bar Blvd – Mountain Laurel Way to Maple Hill Rd
- Pathfinder Rd – Evergreen Springs Dr to end of cul-de-sac
- Brea Canyon Rd – at Gerndal St
- Golden Springs Dr – at Adel Ave
- Brea Canyon Rd – South of Pathfinder Rd to southerly City Limits, both sides
- Sunset Crossing Rd – Big Falls Dr to Chapparal Dr

## TURF AREAS

The landscaped turf areas to be maintained by the District are located as follows:

- Diamond Bar Blvd – at Gold Rush Dr
- Grand Ave (east side) – from south of Rolling Knoll Dr to driveway at the Diamond
- Bar Center

Installation, maintenance, and servicing of Improvements, may include, but are not limited to, turf and play areas, landscaping, ground cover, shrubs and trees, irrigation systems, lighting, fencing, entry monuments, graffiti removal and repainting, labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the District.

**Installation** - means the construction of Improvements, including, but not limited to, land preparation (such as grading, leveling, cutting and filling), sod, landscaping, irrigation systems, walkways, drainage, and lights.

**Maintenance** - means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including repair, removal, or replacement of all or part of any improvement; providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste; the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

**Servicing** - means the furnishing of electric current, or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements, or water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment (according to Streets & Highways Code §22526).

Modifications to the District structure could include, but are not limited to, substantial changes or expansion of the Improvements provided, substantial changes in the service provided, modifications or restructuring of the District including annexation or detachment of specific parcels, revisions in the method of apportionment, or proposed new or increased assessments.

The assessment proceeds will be exclusively used for Improvements within the District plus incidental expenses.

## 4. ESTIMATE OF COSTS

### 4.1 District Budget

Fiscal Year 2025/26 estimated costs of maintenance and servicing the Improvements as described in the Plans and Specifications of this Report are summarized below.

| Description                                                         | Proposed<br>FY 2025/26 Costs |
|---------------------------------------------------------------------|------------------------------|
| Salaries & Benefits (subsidized by General Fund)                    | \$52,992                     |
| Advertising                                                         | 3,000                        |
| Utilities                                                           | 159,500                      |
| Maintenance of Grounds/Buildings                                    | 50,000                       |
| Professional Services                                               | 7,500                        |
| Landscape Maintenance                                               | 211,500                      |
| Tree Maintenance                                                    | <u>10,000</u>                |
| <b>Total Estimated Expenditures</b>                                 | <b>\$494,492</b>             |
| Contributions from Other Sources <sup>(1)</sup>                     | (217,712)                    |
| <b>Fiscal Year 2025/26 Net Amount to be Assessed <sup>(2)</sup></b> | <b>\$276,780</b>             |

(1) Includes City General Fund contribution.

(2) The net available funds, after incidental, administrative, financing, and other costs shall be expended exclusively for Improvements within the boundaries of the District or as described herein, and appropriate incidental and administrative costs as defined in the Plans and Specifications section.

A list containing the Fiscal Year 2025/26 assessment and number of parcels proposed to be assessed is included in Section 7 of this Report.

### 4.2 Balance to Levy

The following table shows the total costs, additional revenues and contributions, and the Balance to Levy for Fiscal Year 2025/26.

| Description                                 | Amount           |
|---------------------------------------------|------------------|
| Salaries & Benefits                         | \$52,992         |
| Operating Expenses & Services               | <u>441,500</u>   |
| Total District Costs                        | \$494,492        |
| Contribution to (from) Operational Reserves | 0                |
| Other Revenue Sources <sup>(1)</sup>        | (217,712)        |
| <b>Balance to Levy</b>                      | <b>\$276,780</b> |

(1) Includes City General Fund contribution.

**Total District Costs** - Includes the personnel services, maintenance, and operations, capital (including capital replacement costs), indirect costs, and equipment.

**Contribution to (from) Operational Reserves** - The operational reserves item provides funds to operate the District from the time period of July 1 (beginning of the fiscal year) through January when the County provides the City with the first installment of assessments collected from the property tax bills. This eliminates the need for the City to transfer funds from non-District accounts to pay for District charges during the first half of the fiscal year. Negative amounts shown here are transfers that are used to reduce the Balance to Levy.

**Other Revenue Sources** - The amount of additional funds designated for use by the District that are not from District assessments. These funds are added to the District account to reduce assessments and may be from either non-District sources including City General Fund contributions or District sources including interest earnings.

**Balance to Levy** - The total amount to be levied and collected through assessments for the current fiscal year. The Balance to Levy represents the sum of the total direct and administration costs, reserves, contributions, and other revenue sources.



## 5. METHOD OF APPORTIONMENT

The following section includes an explanation of the benefits to be derived from the Improvements throughout the District, as well as a description of the assessment methodology used to apportion the total assessment to properties within the District.

***The Fiscal Year 2024/25 Engineer's Report was prepared by a different engineer of record and specific language from the Fiscal Year 2024/25 Engineer's Report <sup>7</sup> has been referenced to describe the Method of Apportionment within the following section of this Report.***

The District consists of all assessor parcels within the boundaries as defined by the Assessment Diagram included with this Report. Further, all assessor parcels, including all privately and publicly owned parcels, are identified by Assessor Parcel Numbers listed within the included assessment roll. The method used for apportioning the assessment is based on the proportional special benefits to be derived by the properties in the District over and above general benefits conferred on real property or to the public at large. The assessment is apportioned to the parcels in proportion to the relative special benefit from the Improvements.

The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the improvements, and the second step is to allocate the assessments to property based on the estimated relative special benefit for each type of property.

### 5.1 Special Benefit

The improvements are expected to confer certain special benefits to the parcels within the District. Pursuant to the Prior Engineer's Report, the special benefit conferred to parcels is more fully described as follows:

*The following benefit categories summarize the types of special benefit to residential, commercial, industrial, and other lots and parcels resulting from the Improvements to be provided with the assessment proceeds. These types of special benefit are summarized as follows:*

- A. Proximity to Improved Landscaped Areas and Other Public Improvements within the District.*
- B. Access to Improved landscaped areas and Other Public Improvements within the District.*
- C. Improved Views within the District.*
- D. Extension of a property's outdoor areas and green spaces for properties within close proximity to the Improvements.*

*The SVTA decision provides enhanced clarity to the definitions of special benefits from landscaping and parks to properties in three distinct areas: proximity, expanded or*

<sup>7</sup> Method of Apportionment and subsections as detailed in the Fiscal Year 2024/25 Engineer's Report, City of Diamond Bar, Landscaping Assessment District No. 38, dated July 2024 and approved by City Council on June 18, 2024 ("Prior Engineer's Report").

*improved access, and views. The SVTA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The SVTA decision also provides specific guidance that setback landscaping is a direct advantage and special benefit to property that is proximate to a landscaped area that is improved by an assessment:*

*The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).*

*Proximity, improved access and views, in addition to the other special benefits listed herein further strengthen the basis of these assessments.<sup>8</sup>*

Pursuant to the Prior Engineer's Report, the primary special benefits on landscaping are as set forth below:

1. Beautification of the streets which are used by all of the residents in Diamond Bar.
2. A sense of community pride resulting from well-maintained green spaces.
3. The enhancement of the value of property, which results from the foregoing benefits.

In addition, the following special benefits are identified in the Prior Engineer's Report:

#### **PROXIMITY TO IMPROVED LANDSCAPED AREAS WITHIN THE DISTRICT**

Only the specific properties within close proximity to the Improvements are included in the District. The District has been narrowly drawn to include the properties that receive special benefits from the Improvements. Therefore, property in the District enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the District do not share.

In absence of the assessments, the Improvements would not be provided, and the public improvements funded in the District would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the District, they provide a direct advantage and special benefit to property in the District.

#### **ACCESS TO IMPROVED LANDSCAPED AREAS WITHIN THE DISTRICT**

Since the parcels in the District are nearly the only parcels that enjoy close access to the Improvements, they directly benefit from the unique close access to improved landscaping areas and other public improvements that are provided by the assessments.

This is a direct advantage and special benefit to property in the District.

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<sup>8</sup> Method of Apportionment and subsections as detailed in the Fiscal Year 2024/25 Engineer's Report, City of Diamond Bar, Landscaping Assessment District No. 38, dated July 2024 and approved by City Council on June 18, 2024 ("Prior Engineer's Report").

## IMPROVED VIEWS WITHIN THE DISTRICT

The City, by maintaining permanent public improvements funded by the assessments in the District, provides improved views to properties in the District. The properties in the District enjoy close and unique proximity, access and views of the specific Improvements funded in the District; therefore, the improved and protected views provided by the assessments are another direct and tangible advantage that is uniquely conferred upon property in the District.

## EXTENSION OF A PROPERTY'S OUTDOOR AREAS AND GREEN SPACES FOR PROPERTIES WITHIN CLOSE PROXIMITY TO THE IMPROVEMENTS

In large part because it is cost prohibitive to provide large open land areas on property in the District, the residential, commercial, and other benefiting properties in the District do not have large outdoor areas and green spaces. The Improvements within the District provide additional outdoor areas that serve as an effective extension of the land area for proximate properties because the Improvements are uniquely proximate and accessible to property in close proximity to the Improvements. The Improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties in the District because such properties have uniquely good and close proximity to the Improvements.

## 5.2 General Versus Special Benefit

Article XIIC of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to “separate the general benefits from the special benefits conferred on a parcel.” The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. An assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section. In other words:

|                  |   |                    |   |                    |
|------------------|---|--------------------|---|--------------------|
| Total<br>Benefit | = | General<br>Benefit | + | Special<br>Benefit |
|------------------|---|--------------------|---|--------------------|

There is no widely accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. SVTA provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements.

In this Report, the general benefit is liberally estimated and described and then budgeted so that it is funded by sources other than the assessment.

The starting point for evaluating general and special benefits is the current, baseline level of service. The assessment will fund Improvements “over and above” this general, baseline level and the general benefits estimated in this section are over and above the baseline.

A formula to estimate the general benefit is listed below:

|                 |   |                                               |   |                                                                              |   |                                |
|-----------------|---|-----------------------------------------------|---|------------------------------------------------------------------------------|---|--------------------------------|
| General Benefit | = | Benefit to Real Property Outside the District | + | Benefit to Real Property Inside the District that is Indirect and Derivative | + | Benefit to the Public at Large |
|-----------------|---|-----------------------------------------------|---|------------------------------------------------------------------------------|---|--------------------------------|

Special benefit, on the other hand, is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The SVTA decision indicates that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In these assessments, as noted, properties in the District have close and unique proximity, views and access to the Improvements and uniquely improved desirability from the Improvements and other properties and the public at large do not receive significant benefits because they do not have proximity, access or views of the Improvements. Therefore, the overwhelming proportion of the benefits conferred to property is special and is only minimally received by property outside the Districts or the public at large.

### 5.3 Quantification of General Benefit

Although the analysis used to support these assessments concludes that the benefits are solely special, as described above, consideration is made for the suggestion that a portion of the benefits are general. General benefits cannot be funded by these assessments – the funding must come from other sources.

In this section, the general benefit from landscaping and other types of Improvements is liberally estimated and described and then budgeted so that it is funded by sources other than the assessment.

#### BENEFIT TO PROPERTY OUTSIDE THE DISTRICT

Properties within the District receive almost all of the special benefits from the Improvements because properties in the District enjoy unique close proximity and access to the Improvements that is not enjoyed by other properties or the public at large.

However, certain properties within the proximity/access radius of the Improvements, but outside of the boundaries of the District, may receive some benefit from the Improvements. Since this benefit is conferred to properties outside the District boundaries, it contributes to the overall general benefit calculation and will not be funded by the assessments. The general benefit to property outside of the District is calculated with the parcel and data analysis.

Since the properties outside the District with frontage abutting the Improvements cannot be assessed by the District, this is a form of general benefit to other property. The primary way that parcels outside the district benefit by the Improvements is from views.

Therefore, parcels that abut the landscape areas and are not separated from the Improvements by a privacy fence are counted for this general benefit. Since very few of the Improvements lie at the District boundary near occupied parcels, there are very few parcels in this category. The general benefit to property outside of the District is calculated as follows.

Assumptions based on the status of parcels in the District at the time of the initial benefit calculation:

- 18 Parcels Outside the District
- 18,422 Parcels In the District

Calculation of General Benefit to Property Outside the District:  $18 / (18 + 18,422) = 0.10\%$ .

#### **BENEFIT TO PROPERTY INSIDE THE DISTRICT THAT IS INDIRECT AND DERIVATIVE**

The “indirect and derivative” benefit to property within the District is particularly difficult to calculate. A solid argument can be presented that all benefit within the District is special, because the other Improvements are clearly “over and above” and “particular and distinct” when compared with the baseline level of service and the unique proximity, access and views of the other Improvements enjoyed by benefiting properties in the District.

Nevertheless, the SVTA decision indicates there may be general benefit “conferred on real property located in the district.” A measure of the general benefits to property within the assessment area is the percentage of land area within or directly abutting the District that is publicly owned and used for regional purposes such as major roads, rail lines, and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. Approximately 4.43% of the land area in the District is used for such regional purposes, so this is a measure of the general benefits to property within the District.

#### **BENEFIT TO THE PUBLIC AT LARGE**

The general benefit to the public at large can be estimated by the proportionate amount of time that the District’s Improvements are used and enjoyed by individuals who are not residents, employees, customers, or property owners in the District. It should be noted that these Improvements do not attract the public at large in the same way as park improvements – and they confer far less benefit to the public at large than do similar park improvements. In essence, the public does not visit an area to enjoy landscaping in the same way as they may visit a park.

One way to measure the special benefit to the general public is by the vehicle trips through an area with Improvements by people who are not residents within the District.

Of the four ways benefits are conferred (proximity, access, views, extension of a property’s green space, and creation of lots), the only benefit that is conferred by way of pass-by vehicle trips is views, which accounts for 25% of the total benefits. This is further reduced to 10% due the brevity of the views and because views are less critically important and are enjoyed much less often to the average non-resident driver than to a resident.

Specific data is not available for the number of vehicle trips by non-residents of the District past the Improvements, which lie mostly on arterial roadways. A conservative estimate of vehicle trips by non-residents is 50% of all vehicle trips. Therefore  $50\% \text{ of } 10\% = 5.00\%$  of the benefits from the other Improvements are general benefits to the public at large.



## TOTAL GENERAL BENEFITS

Using a sum of these three measures of general benefit, approximately 9.53% of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

### Landscaping General Benefit Calculation

|                       |              |
|-----------------------|--------------|
| Outside the District  | 0.10%        |
| Inside the District   | 4.43%        |
| Public At Large       | <u>5.00%</u> |
| Total General Benefit | 9.53%        |

Although this analysis finds that 9.53% of the assessment may provide general benefits from the Improvements, it was determined a requirement for a minimum contribution from sources other than the assessments of 10%. This minimum contribution above the measure of general benefits will serve to provide additional coverage for any other general benefits.

## CURRENT GENERAL BENEFIT CONTRIBUTION FROM THE CITY

This general benefit cannot be funded from the assessments; it must be funded from other sources such as the City's General Fund or other non-District funds. These contributions can also be in the form of in-lieu contributions to the installation and maintenance of the Improvements such as other City assets that support and protect the Improvements. The City will contribute both monetary and in-lieu resources to ensure that the general benefits conferred by the proposed Improvements are not funded by the District's assessments.

A summary and quantification of these other contributions from the City is discussed below:

The City owns, maintains, rehabilitates, and replaces curb and gutter along the border of the District Improvements. This curb and gutter serves to support, contain, retain, manage irrigation flow and growth, and provide a boundary for the Improvements.

The contribution from the City towards general benefit from the maintenance, rehabilitation, and replacement of the curb and gutter is conservatively estimated to be 5%.

The City owns and maintains a storm drainage system along the border of the District Improvements. This system serves to prevent flooding and associated damage to the Improvements and manage urban runoff including local pollutants loading from the Improvements. The contribution from the City towards general benefit from the maintenance and operation of the local storm drainage system is conservatively estimated to be 5%.

The City owns and maintains local public streets along the border of the District Improvements. These public streets provide access to the Improvements for its enjoyment as well as efficient maintenance. The contribution from the City towards general benefit from the maintenance of local public streets is conservatively estimated to be 5%.

The value of the construction of the improvements can be quantified and monetized as an annuity. Since this construction was performed and paid for by non-assessment funds, this "annuity" can be used to offset general benefit costs and is conservatively estimated to contribute 10%.

The total General Benefit is liberally quantified at 10% which is entirely offset by the conservatively quantified total non-assessment contribution towards general benefit described above of 25%. Therefore, no additional General Benefit must be funded by the City.

## 5.4 Method of Assessment

The development of an assessment methodology requires apportioning benefit to determine the relative special benefit for each property. The precise language from the Prior Engineer's Report is included below:

*The net amount to be assessed upon lands within the District in accordance with this report is apportioned by a formula and method which fairly distributes the amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each lot or parcel from the Improvements, namely the maintenance and servicing of public landscaping improvements within such District. The maintenance and servicing of public landscaping improvements installed and constructed in public places in the City provides a special benefit which is received by each and every lot or parcel within the District, tending to enhance their value.*

*The primary benefits on landscaping are set forth below:*

- 1. Beautification of the streets which are used by all of the residents in the City.*
- 2. A sense of community pride resulting from well-maintained green spaces.*
- 3. The enhancement of the value of property, which results from the foregoing benefits.*

*The existing land use information indicates that well over 90 percent of the parcels within the City are residences. Because the special benefits derived apply equally to all residents and parcels, it has been determined that all assessable parcels would receive the same net assessment.<sup>9</sup>*

## 5.5 Annual Assessment Calculation

The assessment per parcel is \$15. For Fiscal Year 2025/26 the amount of the Assessment for the District is not increased from prior years.

## 5.6 Duration of Assessment

The District was formed or annexed in previous years. It is proposed that the assessments be continued every year after their formation or annexation, so long as the public improvements need to be maintained and improved, and the City requires funding for the improvements in the District. As noted previously, the assessment can continue to be levied annually after the City Council approves an annually updated

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<sup>9</sup> Method of Apportionment and subsections as detailed in the Fiscal Year 2024/25 Engineer's Report, City of Diamond Bar, Landscaping Assessment District No. 38, dated July 2024 and approved by City Council on June 18, 2024 ("Prior Engineer's Report").

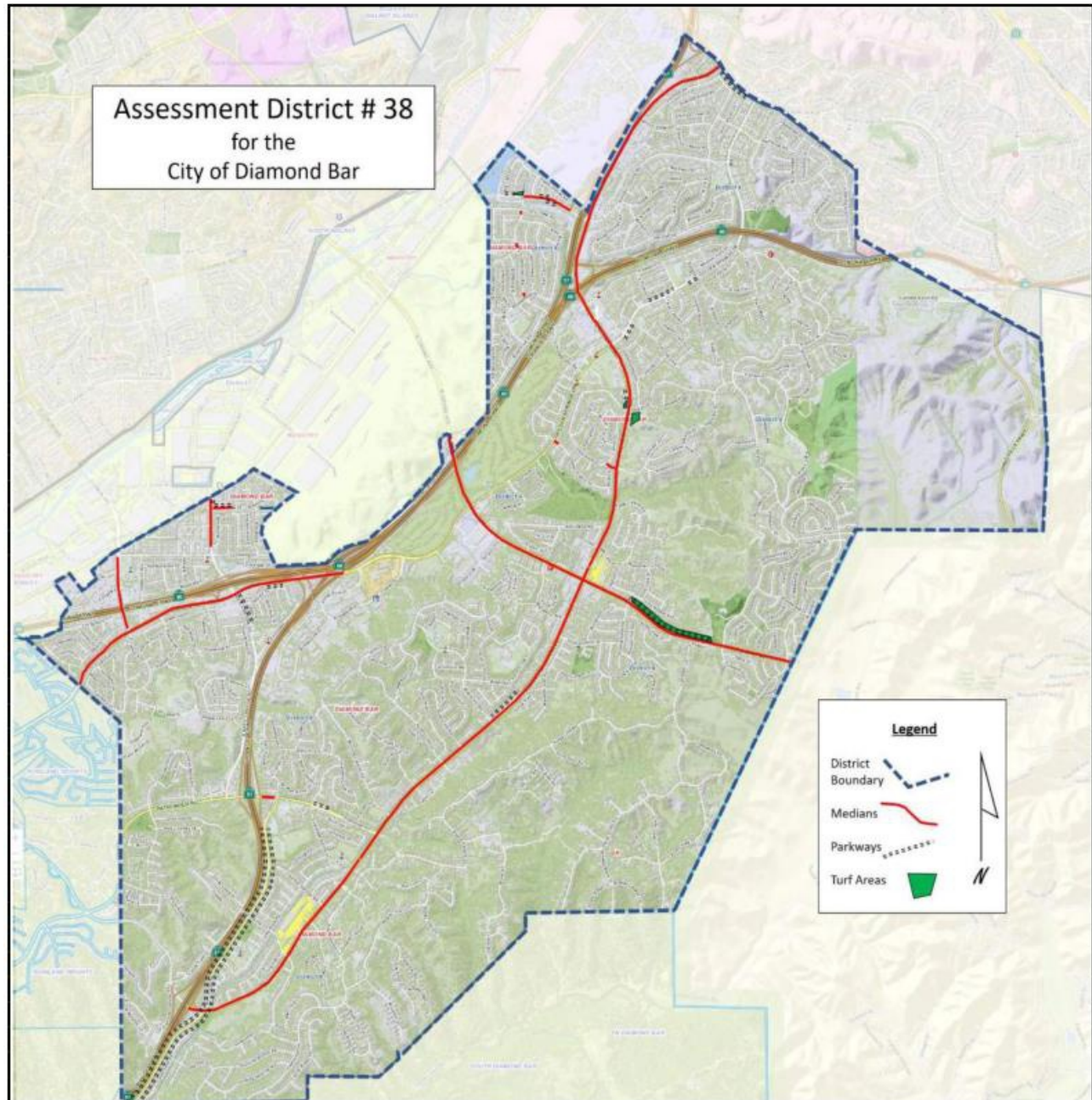
Engineer's Report, budget for the assessment, improvements to be provided, and other specifics of the assessment. In addition, the City Council must hold an annual public hearing to continue the assessment.

## **5.7 Appeals and Interpretation**

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment may file a written appeal with the City of Diamond Bar City Manager or his or her designee. Any such appeal is limited to correction of an assessment during the then-current Fiscal Year and applicable law. Upon the filing of any such appeal, the City Manager or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Manager or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the Assessment Roll. If any such changes are approved after the Assessment Roll has been filed with the County for collection, the City Manager or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City Manager or his or her designee shall be referred to the Diamond Bar City Council, and the decision of the City Council shall be final.

## 6. ASSESSMENT DIAGRAM

The boundary of the District is coterminous with the City limits. The parcels to be assessed in the District are shown on the Assessment Diagram, which is on file with the City Clerk of the City of Diamond Bar and includes all those properties included in the original formation of the District and subsequent annexations. The following Assessment Diagram is for general location only and is not to be considered the official boundary map. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the County Assessor of the County of Los Angeles, at the time this Report was prepared, and are incorporated by reference herein and made part of this report.



## 7. ASSESSMENT ROLL

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Assessor's parcel identification, for each lot or parcel subject to the assessment, shall be based on the County Assessor's secured roll data for the applicable year in which this report is prepared and is incorporated herein by reference.

A listing of assessor's parcels subject to the assessments for Fiscal Year 2025/26, along with the assessment amounts, is on file in the office of the City Engineer and incorporated herein by reference. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the charge amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method outlined in the method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.



Agenda #: 6.2  
Meeting Date: July 15, 2025



## CITY COUNCIL

## AGENDA REPORT

TO: Honorable Mayor and Members of the City Council  
FROM: Daniel Fox, City Manager   
TITLE: **LEVYING ASSESSMENTS ON LANDSCAPE ASSESSMENT DISTRICT NO. 39-2022 FOR FISCAL YEAR 2025/26.**  
STRATEGIC GOAL: *Open, Engaged & Responsive Government*

**RECOMMENDATION:**

- A. Receive presentation, open Public Hearing to receive testimony, close Public Hearing; and
- B. Adopt Resolution No. 2025-26 to levy and collect assessments for Landscape Assessment District No. 39-2022 for Fiscal Year 2025/26.

**FINANCIAL SUMMARY:**

The District will generate an estimated amount of \$687,986. Additionally, there will be 6.62% of that generated amount from the City's General Fund contribution to fulfill the required General Benefit (estimated at \$59,543), and a Carryover Fund Balance of \$595,783. Sufficient Funding is available in the Adopted FY 2025/26 Budget.

**BACKGROUND/DISCUSSION:**

As part of the assessment district updates, the City must undergo a three-step process. This is the final part of the process where the City Council conducts a public hearing on the District's proposed annual assessment, after which the Council will consider the related resolution confirming the levy assessments. Throughout the entire process, all proceedings for the maintenance of improvements have been pursuant to the provisions of the Landscape and Lighting Act of 1972 of Part 2 Division 15 of the Streets and Highways Code of the State of California and applicable provisions of Proposition 218, Article 10 XIID of the California Constitution.

On April 1, 2025, the City Council adopted Resolution No. 2025-10, ordering the City Engineer to prepare and file an Engineer's Report related to maintenance of

improvements in Landscaping Assessment District No. 39-2022 (District) and any assessment thereon for Fiscal Year 2025/26.

On June 17, 2025, the City Council adopted Resolution No. 2025-23, declaring the City's intention to levy and collect assessments for the District and directing staff to advertise the Public Hearing to be set for the July 15, 2025, regular meeting.

The attached Engineer's Report for the City's Landscaping Assessment District Number 39-2022 (Attachment 2), which has been prepared pursuant to provisions of the Landscaping and Lighting Act of 1972 of Part 2 of Division 15 of the Streets and Highways Code of the State of California, includes authority for the report, estimated costs of operation and maintenance, a diagram for the District and the assessments.

The number of parcels within the District is 1,246 parcels. The Engineer's Report contains a full and detailed description of the improvements, the boundaries of the assessment district and contains the proposed assessments upon assessable lots and parcels of land within the District. Said estimated cost results in a proposed Single-Family Equivalent ("SFE") assessment rate of \$566.57 for Zone A, \$552.41 for Zone B, and \$524.08 for Zone C for Fiscal Year 2025/26. Said proposed assessments include an authorized annual increase equal to the change in the Los Angeles-Riverside-Orange County Consumer Price Index ("CPI") per year without further vote or ballot proceeding. The annual CPI from December 2023 to December 2024 was 3.42%.

The assessments will be utilized for the general maintenance of slopes, open space areas, and the five (5) mini parks within the District. Additionally, the FY2025/26 Capital Improvement Program includes a landscape/irrigation design and construction project for LAD No. 39-2022, which is funded through the district's reserve balance and is also programmed in the budget and Engineer's Report.

#### **LEGAL REVIEW:**

The City Attorney has reviewed and approved the Resolution as to form.

#### **PREPARED BY:**

*Nicholas Delgado*

Nicholas Delgado, Management Analyst

7/15/2025

## REVIEWED BY:

  
Hal Ghafari, Public Works Manager/Asst. City Engineer

7/1/2025

  
David G. Liu, Public Works Director/City Engineer

7/2/2025

  
Jason Jacobsen, Finance Director

7/3/2025

## Attachments:

1. 6.2.a Resolution No. 2025-26 (LAD 39-2022)
2. 6.2.b LAD No. 39-2022 Engineer's Final Report for FY2025/26

## RESOLUTION NO. 2025-26

### A RESOLUTION APPROVING THE CONTINUATION OF THE LEVY AND COLLECTION OF ASSESSMENTS FOR CITY OF DIAMOND BAR LANDSCAPING ASSESSMENT DISTRICT NO. 39-2022 FOR FISCAL YEAR 2025-26.

**WHEREAS**, by Resolution No. 2025-23, the City Council approved the Engineer's Report ("Report") of the Engineer of Work related to City of Diamond Bar Landscaping Assessment District No. 39-2022 ("District") prepared pursuant to Part 2 of Division 15 of the California Streets and Highways Code (§ 22500, et seq.), known as the Landscaping and Lighting Act of 1972 ("Act"), which described the improvements thereon, and gave notice of and fixed the time and place of the public hearing on the question of assessment thereon for fiscal year 2025-26. A diagram of the area encompassed by the District is attached hereto as Exhibit A; and

**WHEREAS**, the Report is on file with the City Clerk of the City of Diamond Bar; and

**WHEREAS**, said hearing was duly and properly noticed, commenced in the SCAQMD Auditorium located at 21865 Copley Drive, Diamond Bar, California, on July 15, 2025, and was concluded prior to the adoption of this Resolution; and

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

**NOW, THEREFORE, BE IT RESOLVED** the City Council of the City of Diamond Bar as follows:

**Section 1.** The Recitals of this Resolution, are in all respects true and correct.

**Section 2.** The Council hereby expressly overrules any and all protests filed objecting to the proposed improvements specified herein or the assessment levied, therefore.

**Section 3.** Based upon its review of the Report, and other reports and information, the City Council hereby finds that (i) the land within the District will be benefitted by the improvements specified in the Report, (ii) the District includes all of the lands so benefitted, and (iii) the net amount to be assessed upon the lands within the District for the fiscal year 2025-26, is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

**Section 4.** The improvements specified in the Report are hereby ordered to be completed.

**Section 5.** The assessment diagram contained in the Report and the assessment rate of \$566.57 per Single-Family Equivalent (“SFE”) (which equates to \$566.57 for Zone A, \$552.41 for Zone B, and \$524.08 for Zone C) are hereby adopted and confirmed and said assessment is hereby levied for the fiscal year 2025-26.

**Section 6.** The assessment is in compliance with the provisions of the Act, and the City Council has complied with all laws pertaining to the levy of an annual assessment pursuant to the Act. The assessment is levied for the purpose of paying the costs and expenses of the improvements described in the Report for fiscal year 2025-26.

**Section 7.** The City Council hereby certifies that the assessments to be placed on the 2025-26 property tax bills meet the requirements of Proposition 218 that added Articles XIII C and XIII D to the California Constitution.

**Section 8.** The assessments are levied without regard to property valuation.

**Section 9.** The City Treasurer shall deposit all moneys representing assessments collected by the County to the credit of a special fund for use in City of Diamond Bar Landscaping Assessment District No. 39-2022.

**Section 10.** The City Clerk is hereby authorized and directed to file the diagram and assessment with the County Auditor, together with a certified copy of this Resolution upon its adoption.

**Section 11.** A certified copy of the assessment and diagram shall be filed in the office of the City Clerk and open for public inspection.

**Section 12.** The City Clerk shall certify to the adoption of this Resolution.

**PASSED, ADOPTED AND APPROVED** this 15<sup>th</sup> day of July 2025.

**CITY OF DIAMOND BAR**

\_\_\_\_\_  
Chia Yu Teng, Mayor

*[Signatures continued on the following page]*



**ATTEST:**

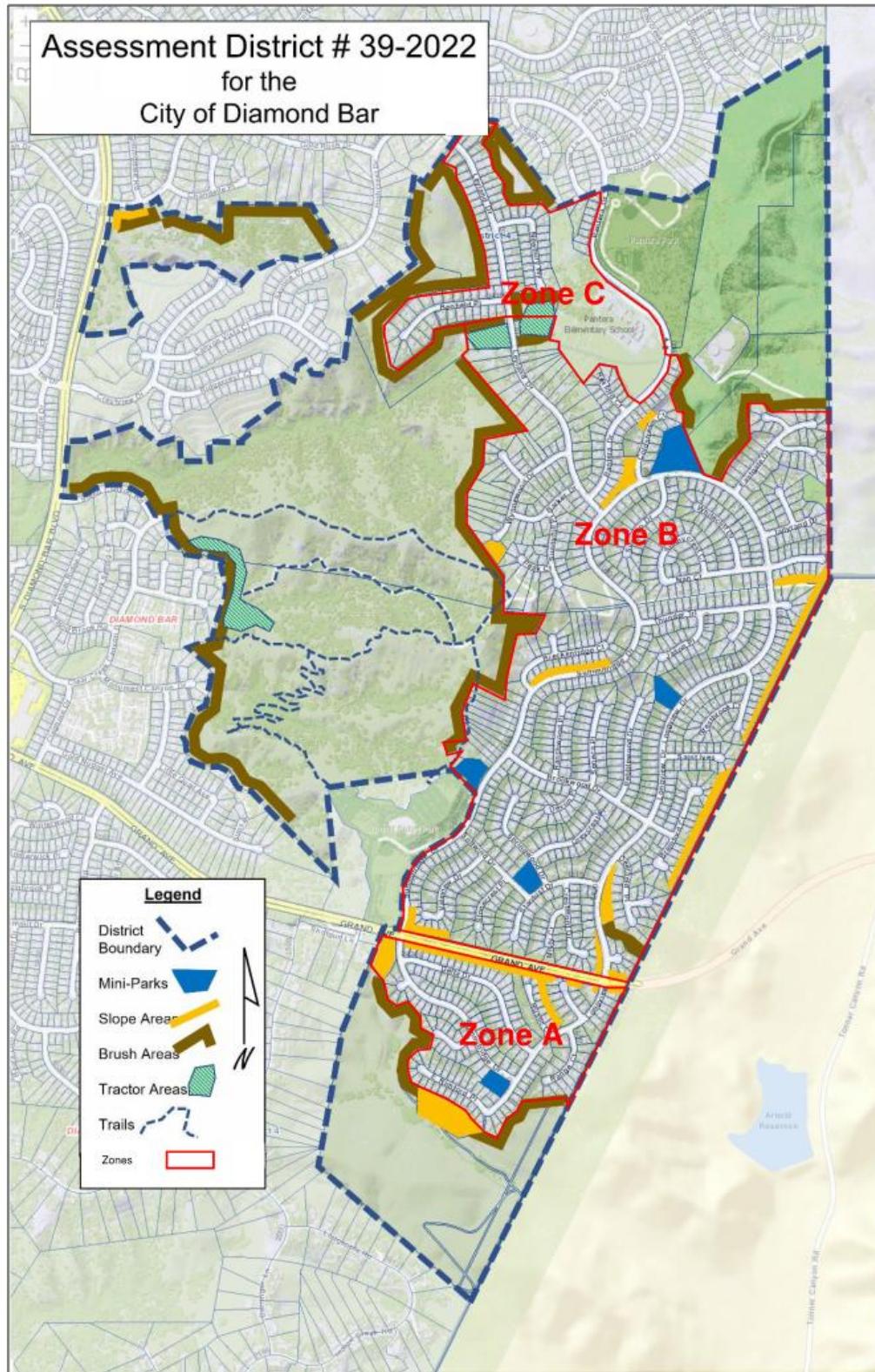
I, Kristina Santana, City Clerk of the City of Diamond Bar, do hereby certify that the foregoing Resolution was passed, approved and adopted at the regular meeting of the City Council of the City of Diamond Bar held on the 15<sup>th</sup> day of July 2025, by the following roll call vote:

|            |                  |
|------------|------------------|
| AYES:      | COUNCIL MEMBERS: |
| NOES:      | COUNCIL MEMBERS: |
| ABSENT:    | COUNCIL MEMBERS: |
| ABSTAINED: | COUNCIL MEMBERS: |

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Kristina Santana, City Clerk

## Exhibit A



# CITY OF DIAMOND BAR

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*Fiscal Year 2025/26 Engineer's Report For:*

**Landscaping Assessment District No. 39-2022**

**June 2025**

Prepared by:



Corporate Headquarters  
32605 Temecula Parkway, Suite 100  
Temecula, CA 92592  
Toll free: 800.676.7516

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# 1. ENGINEER'S LETTER

**WHEREAS**, the City Council of the City of Diamond Bar (the "City"), State of California, under the Landscaping and Lighting Act of 1972 (the "Act"), directed NBS to prepare and file the Annual Engineer's Report for the Landscaping Assessment District No. 39-2022 (the "District") for Fiscal Year 2025/26, in accordance with Article 4 of Chapter 1 of the Act and Article XIII D of the California Constitution (the "Article XIII D"). The report presents the plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the administration, maintenance, operations and servicing of the improvements for Fiscal Year 2025/26, the diagram for the District, showing the area and properties to be assessed, and assessing the net amount upon the assessable lots and/or parcels within the District in proportion to the special benefit received.

**NOW THEREFORE**, the assessments as detailed in this Engineer's Report and as summarized in the table below are made to cover the portion of the estimated costs of maintenance, operation, and servicing of said improvements to be paid by the assessable real property within the District in proportion to the special benefit received.

| District                                    | Parcel Count <sup>(1)</sup> | Single-Family Equivalents | Proposed FY 2025/26 Rate | Proposed FY 2025/26 Assessment Amount <sup>(2)</sup> |
|---------------------------------------------|-----------------------------|---------------------------|--------------------------|------------------------------------------------------|
| Landscaping Assessment District No. 39-2022 | 1,246                       | 1,214.300                 | \$566.57                 | \$687,986.00                                         |

(1) Includes active and levied parcels.

(2) Does not include rounding.

I, the undersigned, respectfully submit this Engineer's Report and, to the best of my knowledge, information and belief, the Engineer's Report, Assessments, and the Assessment Diagram herein have been prepared, computed and levied in accordance with the assessment methodology adopted, approved and ordered by the City Council of the City at the time of District formation.

*John G. Egan*  
 John G. Egan, P. E.  
 Assessment Engineer

6-23-25





## 2. INTRODUCTION

### 2.1 Background

The City services and maintains mini-parks, slopes, and open space areas and other improvements (the "Improvements") in the Diamond Bar Hills area of the City. In order to fund the maintenance and operation (the "Services") of these improvements, the Landscaping Assessment District No. 39 was formed in 1985 by the County of Los Angeles prior to the incorporation of the City. Upon incorporation in 1989, the City assumed jurisdiction over the Landscaping Assessment District No. 39.

In 2022, the City Council directed that a new assessment be proposed and voted on by property owners within the District in accordance with Proposition 218 (Article XIII C and D of the California Constitution). Their intent was to replace the existing Landscaping Assessment District No. 39 with a new District No. 39-2022 that would adhere to the existing boundary and include the same improvements and services. These proposed assessments were supported by 52.03% of assessment ballots received from property owners (with each ballot weighted by the amount of assessments it represented). Therefore, on March 15, 2022, by its Resolution No. 2022-13, the City Council levied the new assessments for District No. 39-2022.

This Engineer's Report (the "Report") was prepared to establish the budget for the Improvements (as described below) that will be funded by the Fiscal Year 2025/26 assessments and other revenue, and to determine the general and special benefits received from the Improvements by property within the District and the method of assessment apportionment to lots and parcels. This Report and the assessments have been made pursuant to Part 2 of Division 15 of the California Streets and Highways Code, commonly known as the Act, and Article XIII D.

### 2.2 Process for Annual Assessment

As required by the procedures specified in the Act, an Engineer's Report must be prepared on an annual basis which contains a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the assessment district.

The City Council must also annually adopt a resolution of intention which:

- Declares the intention of the City Council to levy and collect assessments within the assessment district for the fiscal year stated therein.
- Generally describes the existing and proposed improvements and any substantial changes proposed to be made in existing improvements.
- Refers to the assessment district by its distinctive designation and indicates the general location of the assessment district.
- Refers to the report of the engineer, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the assessment district.
- Gives notice of the time and place for public hearing by the City Council on the levy of the proposed assessment.
- States whether the assessment is proposed to increase from the previous year.

If the assessments are to be levied in the same or lesser amounts than the maximum assessment allowed, the City Clerk shall give notice of the public hearing by causing the Resolution of Intention to be published. Any interested person may, prior to the conclusion of the public hearing, file a written protest which shall state all grounds of objection. The protest shall contain a description sufficient to identify the property owned by the property owner filing the protest. During the course or upon conclusion of the hearing, the City Council may order changes in any of the matters provided in the report, including changes in the improvements, any zones within the assessment district, and the proposed diagram or the proposed assessment. If the assessment to be levied exceeds the maximum assessment allowed, the City must comply with the procedures specified in Article XIII D and Proposition 218.

The City Council, upon conclusion of the public hearing must then adopt a resolution confirming the diagram and assessment, either as originally proposed or as changed by it. The adoption of the resolution shall constitute the levy of an assessment for the fiscal year referred to in the report. If confirmed, the assessments would be submitted to the County Auditor Controller for inclusion on the property tax roll.

Beginning in 2025, NBS became the Assessment Engineer for the District. To maintain an accurate reference and legally defensible record of the District, pertinent language used in previous engineer's reports has been retained herein and is cited with footnotes, as appropriate.

## 2.3 Legislative Context

In 1996, California Voters adopted Proposition 218, the "Right to Vote on Taxes Act" which added Articles XIII C and XIII D to the California Constitution. Article XIII D imposes certain substantive and procedural requirements on any agency that wishes to levy special assessments.

Article XIII D imposes four basic substantive requirements on assessments<sup>1</sup>:

- All parcels that will have a special benefit conferred upon them and upon which an assessment will be imposed must be identified;
- The general benefits must be distinguished from the special benefits conferred on the parcels;
- The proportionate special benefit derived by each parcel must be determined in relationship to the entirety of the capital improvement, the maintenance and operation expenses of the public improvement, or the cost of the property related service being provided; and
- The amount assessed to a parcel must not exceed the reasonable cost of the proportional special benefit conferred on that parcel and does not include any costs attributable to the general benefit.

Since the initial passage of Proposition 218, several court rulings have helped provide context and direction on the practical implementation procedures and requirements for levying assessments. Several of the key concepts from these rulings are summarized below.

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<sup>1</sup> California Constitution Article XIII D Section 4.

## GENERAL BENEFIT

Article XIII D requires an agency to separate the general benefits from the special benefits conferred because only special benefits are assessable.

The Court of Appeal in *Golden Hills Neighborhood Assn., Inc. v. City of San Diego* (2011)<sup>2</sup> clarified this concept by stating, *“Separation and quantification of general and special benefits must be accomplished by apportioning the cost of a service or improvement between the two and assessing property owners only for the portion of the cost representing special benefits.”*

The Court of Appeal in *Beutz v. County of Riverside* (2010) (“Beutz”)<sup>3</sup> quoted from the Legislative Analyst’s Office pamphlet titled “Understanding Proposition 218” which states an agency must, *“estimate the amount of special benefit landowners would receive from the project or service, as well as the amount of ‘general benefit.’ This step is needed because Proposition 218 allows local government to recoup from assessments only the proportionate share of cost to provide the special benefit.”*

The Court in *Beutz* furthered this idea stating, *“Separating the general from the special benefits of a public improvement project and estimating the quantity of each in relation to the other is essential if an assessment is to be limited to the special benefits.”*

The Court of Appeal in *Silicon Valley Taxpayers’ Association Incorporated v. Santa Clara County Open Space Authority* (2008) (“SVTA”)<sup>4</sup> clarified that general benefits are not restricted to benefits conferred only on persons and property outside the assessment district but can include benefits both conferred on real property located in the district or to the public at large. The “public at large” includes all members of the public, including those who live, work, and shop within the district, and not simply transient visitors.

## BENEFIT-BASED NOT COST-BASED

In *Bonander v. Town of Tiburon* (2009) (“Tiburon”)<sup>5</sup>, the Court of Appeal clarified the idea that assessments must be apportioned based upon benefit rather than cost. The Court stated, *“proportionate special benefit is the basis upon which a project’s total assessable costs are apportioned among parcels within an assessment district.”*

The assessment on a particular property cannot be based on the relative cost of the improvements, but rather the special benefit conferred on such property. The Court in *Tiburon* also stated, *“an assessment represents the entirety of the cost of the improvement or property-related service, less any amount attributable to general benefits (which may not be assessed), allocated to individual properties in proportion to the relative special benefit conferred on the property.”*

## PUBLIC PROPERTY

Section 4, Subdivision (a) of Article XIII D states, in part, *“Parcels within a district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive*

<sup>2</sup> *Golden Hill Neighborhood Assn. v. City of San Diego* CA4/1, D062203 (Cal. Ct. App. 2013)

<sup>3</sup> *Beutz v. County of Riverside*, 109 Cal. Rptr. 3d 851 (Cal. Ct. App. 2010)

<sup>4</sup> *Silicon Valley Taxpayers’ Association Incorporated v. Santa Clara County Open Space Authority*, 44 Cal. 4th 431 (2008).

<sup>5</sup> *Bonander v. Town of Tiburon*, 147 Cal. App. 4th 1116 (Cal. Ct. App. 2007)

*no special benefit.*” Historically there had been differing opinions about whether this requirement that publicly owned property should not be exempt actually meant those properties must be assessed.

The Court of Appeal in *Manteca Unified School District v. Reclamation District No. 17 et al* (2017)<sup>6</sup> clarified this issue by stating, “Section 4, Subdivision (a) of Article XIII D of the California Constitution unambiguously conditions any continuing benefit assessment exemption on a showing by clear and convincing evidence of *no special benefit.*”

## IMPRECISION

The Court in *Tiburon* acknowledged the difficulty of trying to precisely assign and measure special benefit, stating, “Any attempt to classify special benefits conferred on particular properties and to assign relative weights to those benefits will necessarily involve some degree of imprecision.”

The Court in *Tiburon* went on to say that a formula assigning equal weight to different special benefits “may be a legally justifiable approach to measuring and apportioning special benefits, [but] it is not necessarily the only valid approach. Whichever approach is taken to measuring and apportioning special benefits; however, it must be both defensible and consistently applied.”

---

<sup>6</sup> *Manteca Unified School District v. Reclamation District No. 17 et al*, C077906 (Cal. Ct. App. 2017)

### 3. PLANS AND SPECIFICATIONS

The work and improvements proposed to be undertaken by the City and the cost thereof paid from the levy of the annual assessment provide special benefit to assessor parcels within the District defined in the Method of Assessment herein. Consistent with the Act, the improvements are generally described as follows:

The City maintains landscaping and other improvements in locations within the District's boundaries. The work and improvements to be undertaken by the District, and the cost thereof paid from the levy of the annual assessment provide special benefit to parcels within the District as defined in the Method of Assessment herein. In addition to the definitions provided by the Act, the work and improvements are generally described as mini-parks, slopes, and open space areas within the District. The Assessment Diagram shows the location and extent of the Improvements to be installed, maintained or serviced by the proceeds from the assessment.

Installation, maintenance and servicing of Improvements, may include, but are not limited to, turf and play areas, landscaping, ground cover, shrubs and trees, irrigation systems, sidewalks, parking lots, lighting, fencing, entry monuments, basketball courts, tennis courts, other recreational facilities, graffiti removal and repainting, labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the District.

**Installation** - means the construction of Improvements, including, but not limited to, land preparation (such as grading, leveling, cutting and filling), sod, landscaping, irrigation systems, walkways, drainage and lights, playground equipment, play courts, playing fields, recreational facilities and public restrooms.

**Maintenance** - means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including repair, removal, or replacement of all or part of any improvement; providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste; the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

**Servicing** - means the furnishing of electric current, or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements, or water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment (according to Streets & Highways Code §22526).



Modifications to the District structure could include, but are not limited to, substantial changes or expansion of the Improvements provided, substantial changes in the service provided, modifications or restructuring of the District including annexation or detachment of specific parcels, revisions in the method of apportionment, or proposed new or increased assessments.

The assessment proceeds will be exclusively used for Improvements within the District plus incidental expenses.

## 4. ESTIMATE OF COSTS

### 4.1 District Budget

Fiscal Year 2025/26 estimated costs of maintenance and servicing the Improvements as described in the Plans and Specifications of this Report are summarized below.

| Description                                                         | Proposed<br>FY 2025/26 Costs |
|---------------------------------------------------------------------|------------------------------|
| Salaries & Benefits                                                 | \$38,437                     |
| Advertising                                                         | 3,500                        |
| Utilities                                                           | 125,500                      |
| Maintenance of Grounds/Buildings                                    | 60,000                       |
| Professional Services                                               | 7,000                        |
| Trail & Landscape Maintenance                                       | 175,000                      |
| Tree Maintenance                                                    | 32,000                       |
| Weed/Pest Abatement                                                 | 58,000                       |
| Additional Enhancement & Improvement                                | <u>400,000</u>               |
| <b>Total Estimated Expenditures</b>                                 | <b>\$899,437</b>             |
| Contingencies/Reserves                                              | 443,875                      |
| Contributions from Other Sources <sup>(1)</sup>                     | (655,326)                    |
| <b>Fiscal Year 2025/26 Net Amount to be Assessed <sup>(2)</sup></b> | <b>\$687,986</b>             |

(1) Includes City General Fund contribution and fund balance carryover.

(2) The net available funds, after incidental, administrative, financing and other costs shall be expended exclusively for Improvements within the boundaries of the District or as described herein, and appropriate incidental and administrative costs as defined in the Plans and Specifications section.

A list containing the Fiscal Year 2025/26 assessment and number of parcels proposed to be assessed is included in Section 7 of this Report.

## 4.2 Balance to Levy

The following table shows the total costs, additional revenues and contributions, and the balance to levy for Fiscal Year 2025/26.

| Description                                 | Amount           |
|---------------------------------------------|------------------|
| Salaries & Benefits                         | \$38,437         |
| Operating Expenses & Services               | 461,000          |
| Enhancements / Improvements / Reserves      | <u>843,875</u>   |
| Total District Costs                        | \$1,343,312      |
| Contribution to (from) Operational Reserves | (595,783)        |
| Other Revenue Sources <sup>(1)</sup>        | (59,543)         |
| <b>Balance to Levy</b>                      | <b>\$687,986</b> |

(1) Includes City General Fund contribution.

**Total District Costs** - Includes the personnel services, maintenance, and operations, capital (including capital replacement costs), indirect costs, and equipment.

**Contribution to (from) Operational Reserves** - The operational reserves item provides funds to operate the District from the time period of July 1 (beginning of the fiscal year) through January when the County provides the City with the first installment of assessments collected from the property tax bills. This eliminates the need for the City to transfer funds from non-District accounts to pay for District charges during the first half of the fiscal year. Negative amounts shown here are transfers that are used to reduce the Balance to Levy.

**Other Revenue Sources** - The amount of additional funds designated for use by the District that are not from District assessments. These funds are added to the District account to reduce assessments and may be from either non-District sources including City General Fund contributions, fund balance carryover, or District sources including interest earnings.

**Balance to Levy** - The total amount to be levied and collected through assessments for the current fiscal year. The Balance to Levy represents the sum of the total direct and administration costs, reserves, contributions, and other revenue sources.

## 5. METHOD OF APPORTIONMENT

The following section includes an explanation of the benefits to be derived from the Improvements throughout the District, as well as a description of the assessment methodology used to apportion the total assessment to properties within the District.

***The Fiscal Year 2024/25 Engineer's Report was prepared by a different engineer of record and specific language from the Fiscal Year 2024/25 Engineer's Report <sup>7</sup> has been referenced to describe the Method of Apportionment within the following section of this Report.***

The District consists of all assessor parcels within the boundaries as defined by the Assessment Diagram included with this Report. Further, all assessor parcels, including all privately and publicly owned parcels, are identified by Assessor Parcel Numbers listed within the included assessment roll. The method used for apportioning the assessment is based on the proportional special benefits to be derived by the properties in the District over and above general benefits conferred on real property or to the public at large. The assessment is apportioned to the parcels in proportion to the relative special benefit from the Improvements.

The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the improvements, and the second step is to allocate the assessments to property based on the estimated relative special benefit for each type of property.

### 5.1 Special Benefit

The improvements are expected to confer certain special benefits to the parcels within the District. Pursuant to the Prior Engineer's Report, the special benefit conferred to parcels is more fully described as follows:

*The following benefit categories summarize the types of special benefit to residential, commercial, industrial, and other lots and parcels resulting from the Improvements to be provided with the assessment proceeds. These types of special benefit are summarized as follows:*

- A. *Proximity and access to Improved Landscaped Areas and Other Public Improvements within the District.*
- B. *Improved Views within the District.*
- C. *Extension of a property's outdoor areas and green spaces for properties within close proximity to the Improvements.*
- D. *Safety and Security within the District.*
- E. *Creation of individual lots for residential use that, in absence of the assessments, would not have been created.*

<sup>7</sup> Method of Apportionment and subsections as detailed in the Fiscal Year 2024/25 Engineer's Report, City of Diamond Bar, Landscaping Assessment District No. 39-2022, dated July 2024 and approved by City Council on June 18, 2024 ("Prior Engineer's Report").

*The SVTA decision provides enhanced clarity to the definitions of special benefits from landscaping and parks to properties in three distinct areas: proximity, expanded or improved access, and views. The SVTA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The SVTA decision also provides specific guidance that setback landscaping is a direct advantage and special benefit to property that is proximate to a landscaped area that is improved by an assessment:*

*The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).*

*Proximity, improved access and views, in addition to the other special benefits listed herein further strengthen the basis of these assessments.<sup>8</sup>*

In addition, the following special benefits are identified in the Prior Engineer's Report:

#### **PROXIMITY TO IMPROVED LANDSCAPED AREAS WITHIN THE DISTRICT**

Only the specific properties within close proximity to the Improvements are included in the District. The District has been narrowly drawn to include the properties that receive special benefits from the Improvements. Therefore, property in the District enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the District do not share.

In absence of the assessments, the Improvements would not be provided, and the public improvements funded in the District would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the District, they provide a direct advantage and special benefit to property in the District.

#### **IMPROVED VIEWS WITHIN THE DISTRICT**

The City, by maintaining permanent public improvements funded by the assessments in the District, provides improved views to properties in the District. The properties in the District enjoy close and unique proximity, access and views of the specific Improvements funded in the District; therefore, the improved and protected views provided by the assessments are another direct and tangible advantage that is uniquely conferred upon property in the District.

#### **EXTENSION OF A PROPERTY'S OUTDOOR AREAS AND GREEN SPACES FOR PROPERTIES WITHIN CLOSE PROXIMITY TO THE IMPROVEMENTS**

In large part because it is cost prohibitive to provide large open land areas on property in the District, the residential, commercial and other benefiting properties in the District do not have large outdoor areas

<sup>8</sup> Method of Apportionment and subsections as detailed in the Fiscal Year 2024/25 Engineer's Report, City of Diamond Bar, Landscaping Assessment District No. 38, dated July 2024 and approved by City Council on June 18, 2024 ("Prior Engineer's Report").



and green spaces. The Improvements within the District provide additional outdoor areas that serve as an effective extension of the land area for proximate properties because the Improvements are uniquely proximate and accessible to property in close proximity to the Improvements. The Improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties in the District because such properties have uniquely good and close proximity to the Improvements.

#### **SAFETY AND SECURITY WITHIN THE DISTRICT**

The City, through proper installation, maintenance, and servicing of public and private improvements funded by the assessments in the District, provides increased security and safety by preventing crime and suppressing fire. For parks and recreation improvements, proper lighting and well-kept landscapes help to deter crime and vandalism. Other landscaped area activities such as slope maintenance and brush clearing provide critical fire suppression.

#### **CREATION OF INDIVIDUAL LOTS FOR RESIDENTIAL USE THAT, IN ABSENCE OF THE ASSESSMENTS, WOULD NOT HAVE BEEN CREATED**

In the District, the original owner/developer(s) of the property within the District agreed unanimously to the assessments. The assessments provide the necessary funding for improvements that were required as a condition of development and subdivision approval. Therefore, such assessments allowed the original property to be subdivided and for development of the parcels to occur. As parcels were sold, new owners were informed of the assessments through the title reports, and in some cases, through Department of Real Estate “White Paper” reports that the parcels were subject to assessment. Purchase of property was also an “agreement” to pay the assessment.

Therefore, in absence of the assessments, the lots within most of the District would not have been created. These parcels, and the improvements that were constructed on the parcels, receive direct advantage and special benefit from the assessments.

#### **SUMMARY OF RELATIVE WEIGHT OF BENEFIT FACTORS**

A solid argument could be made that the creation of individual lots benefit comprises 100% of the benefit because the Improvements were incorporated into the original planning and design of the subdivision, and thus were deemed to be necessary and required for the development of the lot. Without those Improvements and associated benefit, the lots would not have been created. Nevertheless, four other definitive benefits accruing to the parcels within the District are identified, and an allowance should be made within the overall relative importance of benefits. The relative benefit level of the five identified benefits used in this Report is shown below.

| <b>Benefit Category</b> | <b>Relative Weight</b> |
|-------------------------|------------------------|
| Proximity & Access      | 10%                    |
| Views                   | 10%                    |
| Outdoor Area Extension  | 10%                    |
| Safety & Security       | 10%                    |
| Creation of Lots        | 60%                    |
| <b>Total Benefit</b>    | <b>100%</b>            |

## 5.2 General Versus Special Benefit

Article XIII C of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to “separate the general benefits from the special benefits conferred on a parcel.” The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. An assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section. In other words:

|                  |   |                    |   |                    |
|------------------|---|--------------------|---|--------------------|
| Total<br>Benefit | = | General<br>Benefit | + | Special<br>Benefit |
|------------------|---|--------------------|---|--------------------|

There is no widely accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. SVTA provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements.

In this Report, the general benefit is liberally estimated and described and then budgeted so that it is funded by sources other than the assessment.

The starting point for evaluating general and special benefits is the current, baseline level of service. The assessment will fund Improvements “over and above” this general, baseline level and the general benefits estimated in this section are over and above the baseline.

A formula to estimate the general benefit is listed below:

|                    |   |                                                     |   |                                                                                       |   |                                      |
|--------------------|---|-----------------------------------------------------|---|---------------------------------------------------------------------------------------|---|--------------------------------------|
| General<br>Benefit | = | Benefit to Real<br>Property Outside<br>the District | + | Benefit to Real<br>Property Inside the<br>District that is Indirect<br>and Derivative | + | Benefit to<br>the Public<br>at Large |
|--------------------|---|-----------------------------------------------------|---|---------------------------------------------------------------------------------------|---|--------------------------------------|

Special benefit, on the other hand, is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The SVTA decision indicates that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In these assessments, as noted, properties in the District have close and unique proximity, views and access to the Improvements and uniquely improved desirability from the Improvements and other properties and the public at large do not receive significant benefits because they do not have proximity, access or views of the Improvements. Therefore, the overwhelming proportion of the benefits conferred to property is special and is only minimally received by property outside the Districts or the public at large.

## 5.3 Quantification of General Benefit

Although the analysis used to support these assessments concludes that the benefits are solely special, as described above, consideration is made for the suggestion that a portion of the benefits are general. General benefits cannot be funded by these assessments – the funding must come from other sources.

In this section, the general benefit from the Improvements is liberally estimated and described using the precise language from the Prior Engineer's Report in the sections below.

### **BENEFIT TO PROPERTY OUTSIDE THE DISTRICT**

Properties within the District receive almost all of the special benefits from the Improvements because properties in the District enjoy unique close proximity and access to the Improvements that is not enjoyed by other properties or the public at large.

However, certain properties within the proximity/access radius of the Improvements, but outside of the boundaries of the District, may receive some benefit from the Improvements. Since this benefit is conferred to properties outside the District boundaries, it contributes to the overall general benefit calculation and will not be funded by the assessments. The general benefit to property outside of the District is calculated with the parcel and data analysis.

Since certain properties outside the District enjoy close proximity and access to the Improvements cannot be assessed by the District, this is a form of general benefit to other property. There are eight parcels outside the District that lie within a half mile travel distance of one of mini parks within the District. In addition, there are 79 parcels outside the District that are directly adjacent to areas where brush clearing activity is performed by the District. The benefits conferred to these properties do not include the Lot Creation benefit factor, therefore the benefit is reduced by 60%. The general benefit to property outside of the District is calculated as follows.

Assumptions:

- 87 Parcels Outside the District
- 1,246 Parcels In the District
- 40% Benefit Factor

Calculation of General Benefit to Property Outside the District:  $87 / (87 + 1,246) \times 40\% = 2.61\%$ .

### **BENEFIT TO PROPERTY INSIDE THE DISTRICT THAT IS INDIRECT AND DERIVATIVE**

The "indirect and derivative" benefit to property within the District is particularly difficult to calculate. A solid argument can be presented that all benefit within the District is special, because the other Improvements are clearly "over and above" and "particular and distinct" when compared with the baseline level of service and the unique proximity, access and views of the other Improvements enjoyed by benefiting properties in the District.

Nevertheless, the SVTA decision indicates there may be general benefit "conferred on real property located in the district." A measure of the general benefits to property within the assessment area is the percentage of land area within or directly abutting the District that is publicly owned and used for regional purposes such as major roads, rail lines and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. Approximately 1.51% of the land area in the District is used for such regional purposes, so this is a measure of the general benefits to property within the District.

## BENEFIT TO THE PUBLIC AT LARGE

The general benefit to the public at large can be estimated by the proportionate amount of time that the District's Improvements are used and enjoyed by individuals who are not residents, employees, customers or property owners in the District. There are two ways in which the public at large can enjoy the improvements, with each counting for half the general benefit: use of parks, and pass-by trips where landscaped areas can be viewed.

In the case of the mini parks that serve primarily the neighborhood, City staff estimate that approximately 10% of the users do not live, work or own property in the District. The general landscape improvements are typically along slopes and open space areas, out of view of the general public, so no general benefit is conferred for views of landscaping.

Finally, the general benefits conferred to the public at large does not include the benefit of lot creation, so this benefit is further reduced by half. Therefore,  $(50\% \text{ of } 10\%) \times 50\% = 2.50\%$  of the benefits from the Improvements are general benefits to the public at large.

## TOTAL GENERAL BENEFITS

Using a sum of these three measures of general benefit, approximately 6.62% of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

### Landscaping General Benefit Calculation

|                       |              |
|-----------------------|--------------|
| Outside the District  | 2.61%        |
| Inside the District   | 1.51%        |
| Public At Large       | <u>2.50%</u> |
| Total General Benefit | 6.62%        |

## CURRENT GENERAL BENEFIT CONTRIBUTION FROM THE CITY

This general benefit cannot be funded from the assessments; it must be funded from other sources such as the City's General Fund or other non-District funds. These contributions can also be in the form of in-lieu contributions to the installation and maintenance of the Improvements such as other City assets that support and protect the Improvements. The City will contribute both monetary and in-lieu resources to ensure that the general benefits conferred by the proposed Improvements are not funded by the assessments.

## 5.4 Zones of Benefit

The boundaries of the District were developed in conjunction and concurrent with the planning and design of the subdivisions and Improvements and thus include only the properties in the City that are proximate to the Improvements and that would materially benefit from the Improvements. Certain other properties surrounding the District were not part of the designed association between the Improvements and the assessed areas and are generally less proximate to the Improvements. In other words, the boundaries of the District have been narrowly drawn to include only properties that will specially benefit from the Improvements and would receive a declining level of service if the Assessments were not approved.

The SVTA decision indicates:

*“In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not ‘particular and distinct’ and are not ‘over and above’ the benefits received by other properties ‘located in the district.’*

*“We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefiting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district’s property values).”*

In the District, the benefit that each parcel receives from the Improvements is direct, and the boundaries are narrowly drawn to include only parcels that benefit from the assessment. However, proximity to the improvements varies somewhat within the District. In order to most conservatively assure that assessments are proportional to the relative benefits in the District, three zones have been created:

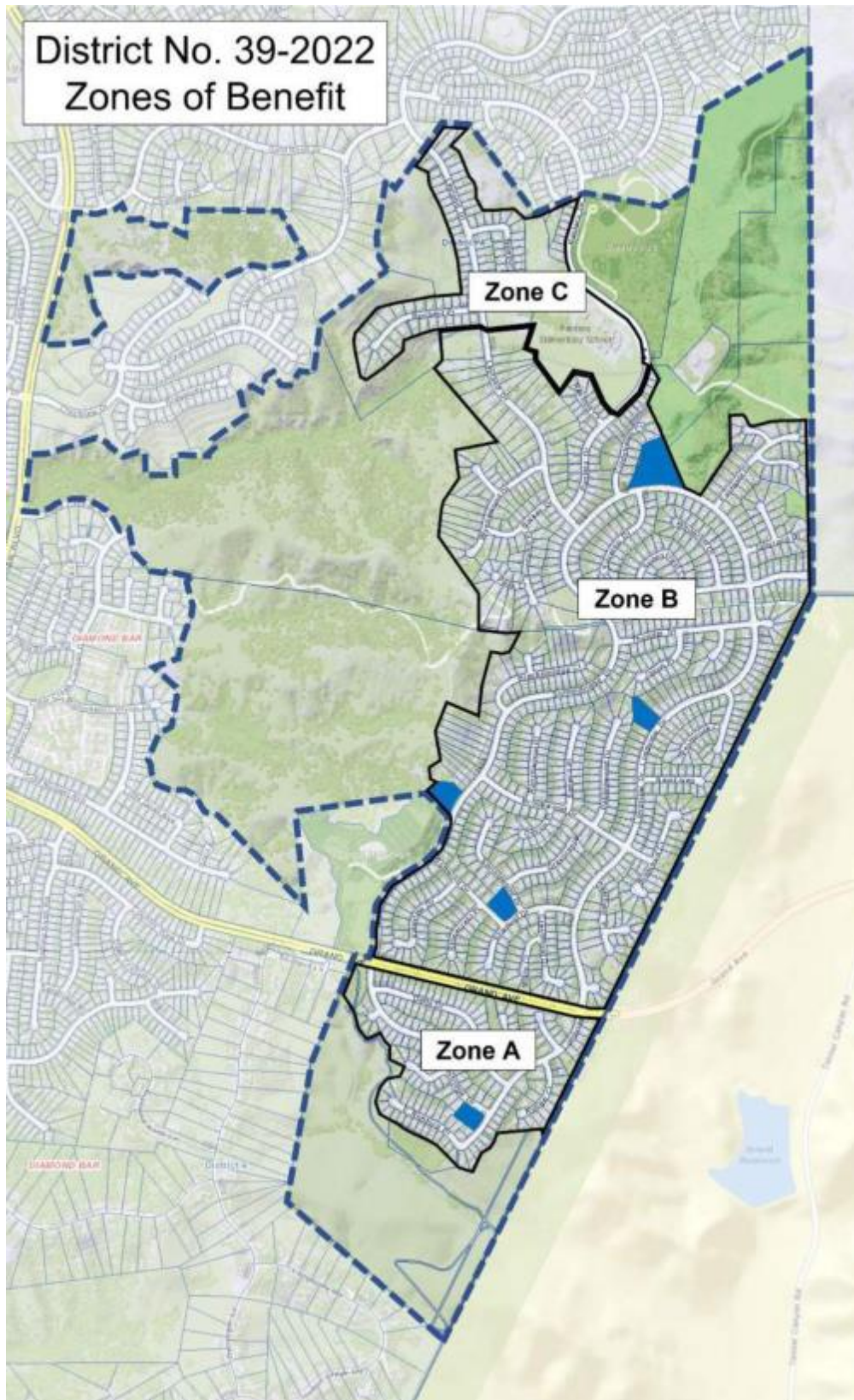
- A. In the area south of Grand Avenue the concentration of landscaped areas (brush and slopes) as well as mini parks is the greatest.
- B. In the area north of Grand Avenue but south of Pantera Park there is less concentration of landscaped slopes and brush-cleared areas, but still a high concentration of mini parks.
- C. In the area around and north of Pantera Park there is less concentration of landscaped slopes and brush-cleared areas and no mini parks within a half-mile.

Based on the varying characteristics of these three distinct zones, each of the five benefit categories have been assigned a benefit factor to estimate the overall relative benefit. Using Zone A as the benchmark (100%), the other two zones derive less benefit due to the proximity of relatively fewer improvements. This estimation is summarized below.

| Benefit Category       | Weight | Zone A |         | Zone B |         | Zone C |         |
|------------------------|--------|--------|---------|--------|---------|--------|---------|
|                        |        | Factor | Benefit | Factor | Benefit | Factor | Benefit |
| Proximity & Access     | 10%    | 100%   | 10%     | 75%    | 7.5%    | 75%    | 7.5%    |
| Views                  | 10%    | 100%   | 10%     | 100%   | 10%     | 75%    | 7.5%    |
| Outdoor Area Extension | 10%    | 100%   | 10%     | 100%   | 10%     | 75%    | 7.5%    |
| Safety & Security      | 10%    | 100%   | 10%     | 100%   | 10%     | 100%   | 10%     |
| Creation of Lots       | 60%    | 100%   | 60%     | 100%   | 60%     | 100%   | 60%     |
| Relative Benefit       | 100%   |        | 100%    |        | 97.5%   |        | 92.5%   |



A general map of the location of the Zones is shown below.



## 5.5 Method of Assessment

The development of an assessment methodology requires apportioning benefit to determine the relative special benefit for each property. The precise language from the Prior Engineer's Report is included below:

*The allocation of special benefits to property is partially based on the type of property and the size of property. These benefits can also partially be measured by the occupants on property in the District because such parcel population density is a measure of the relative benefit a parcel receives from the Improvements. It should be noted that many other types of "traditional" assessments also use parcel population densities to apportion the assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population density of the parcels assessed. Therefore, the apportionment of benefit is reasonably based on the type of parcel, the size of parcels and the population density of parcels.*

*The next step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a single-family home, or, in other words, on the basis of Single Family Equivalents ("SFE"). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this Report, all properties are assigned an SFE value, which is each property's relative benefit in relation to a single-family home on one parcel. In this case, the "benchmark" property is the single-family detached dwelling which is one Single Family Equivalent or one SFE.<sup>9</sup>*

### RESIDENTIAL PROPERTIES

In the District, there is only one type of residential property present: the single-family home. Other types of residential property, such as multifamily, apartments and condominiums, are not present. Furthermore, the property in the District is fully developed, has been stable since its original development in the late 1980s, and is zoned such that a change in that dominate land use is not expected in the future. As a result, there is no need for a detailed analysis of population densities to determine relative benefit for other types of residential properties. Each single-family residential property is assigned one SFE.

### VACANT/UNDEVELOPED PROPERTIES

While there are currently no vacant or undeveloped properties in the District, the following discussion is included in the event that properties become vacant in the future.

The benefit to undeveloped properties is determined to be proportional to the corresponding benefits for similar type developed properties, but at a lower rate due to the lack of improvements on the property. A measure of the benefits accruing to the underlying land is the average value of land in relation to Improvements for developed property. An analysis of the assessed valuation data from the City found

<sup>9</sup> Method of Apportionment and subsections as detailed in the Fiscal Year 2024/25 Engineer's Report, City of Diamond Bar, Landscaping Assessment District No. 38-2022, dated July 2024 and approved by City Council on June 18, 2024 ("Prior Engineer's Report").

that approximately 45% of the assessed value of improved properties is classified as the land value. It is reasonable to assume, therefore, that approximately 45% of the benefits are related to the underlying land and 55% are related to the improvements and the day-to-day use of the property. Using this ratio, the SFE factor for vacant/undeveloped parcels is 0.45 per parcel.

#### OTHER PROPERTY TYPES

Notwithstanding the foregoing discussion, there are four other types of property uses to be considered:

**School Property:** Pantera Elementary School lies within the District and may derive some benefit from the Improvements. However, all benefits that may be derived from the Improvements are included in the General Benefits calculation noted earlier. Therefore, the School accrues no further Special Benefit and is not assessed a fee.

**Municipal Park:** Pantera Park lies partly within the District. However, all benefits that may be derived from the Improvements are included in the General Benefits calculation noted earlier. Therefore, the park accrues no further special benefit and is not assessed.

**Water Utility:** The Walnut Valley Water District owns a parcel with two water tanks used to supply water for domestic use and fire protection. This property has no people stationed on-site and derives no benefit in any category. Therefore, it is not assessed.

**Open Space:** The open space parcels that lie within the District are part of the Improvements (views, safety and security, etc.) Therefore, these parcels are not assessed.

## 5.6 Annual Assessment Calculation

The table below shows the calculation of the estimated number of SFEs for each Zone for Fiscal Year 2025/26.

| Zone         | Parcel Count | SFE Factor | SFEs             |
|--------------|--------------|------------|------------------|
| A            | 176          | 100%       | 176.000          |
| B            | 971          | 97.5%      | 946.725          |
| C            | 99           | 92.5%      | 91.575           |
| <b>Total</b> | <b>1,246</b> |            | <b>1,214.300</b> |

The following table shows the calculation of the assessment rate.

| Description                    | Fiscal Year 2025/26 Amount |
|--------------------------------|----------------------------|
| Balance to Levy                | \$687,986.00               |
| Total SFEs                     | 1,214.300                  |
| <b>Assessment rate per SFE</b> | <b>\$566.57</b>            |

The assessment rate per Zone is shown below.

| Zone | Fiscal Year 2025/26<br>Assessment Rate |
|------|----------------------------------------|
| A    | \$566.57                               |
| B    | 552.41                                 |
| C    | 524.08                                 |

## 5.7 Cost of Living Inflator

The assessment shall be subject to an adjustment tied to the Consumer Price Index-U for the Los Angeles-Riverside-Orange County area as of December of each succeeding year (the “CPI”). The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment was levied adjusted annually by the change in CPI.

In January 2018, the Bureau of Labor Statistics (“BLS”) updated their geographic areas for computing CPI. Previously, the Los Angeles-Riverside-Orange County index was made up of Los Angeles, Orange, Riverside, San Bernardino, and Ventura counties. The BLS divided this index into two areas; one that represents Los Angeles and Orange counties (Los Angeles-Long Beach-Anaheim) and another that represents Riverside and San Bernardino counties (Riverside-San Bernardino-Ontario).

The annual resolution approving this Report specifies that the CPI to be used for the calculation of the maximum assessments is the Los Angeles-Long Beach-Anaheim Index. The annual CPI from December 2023 to December 2024 was 3.42%.

## 5.8 Duration of Assessment

It is proposed that the assessments be continued every year after their formation, so long as the public improvements need to be maintained and improved, and the City requires funding for the Improvements in the District. As noted previously, the assessment can continue to be levied annually after the City Council approves an annually updated Engineer’s Report, budget for the assessment, improvements to be provided, and other specifics of the assessment. In addition, the City Council must hold an annual public hearing to continue the assessment.

## 5.9 Appeals and Interpretation

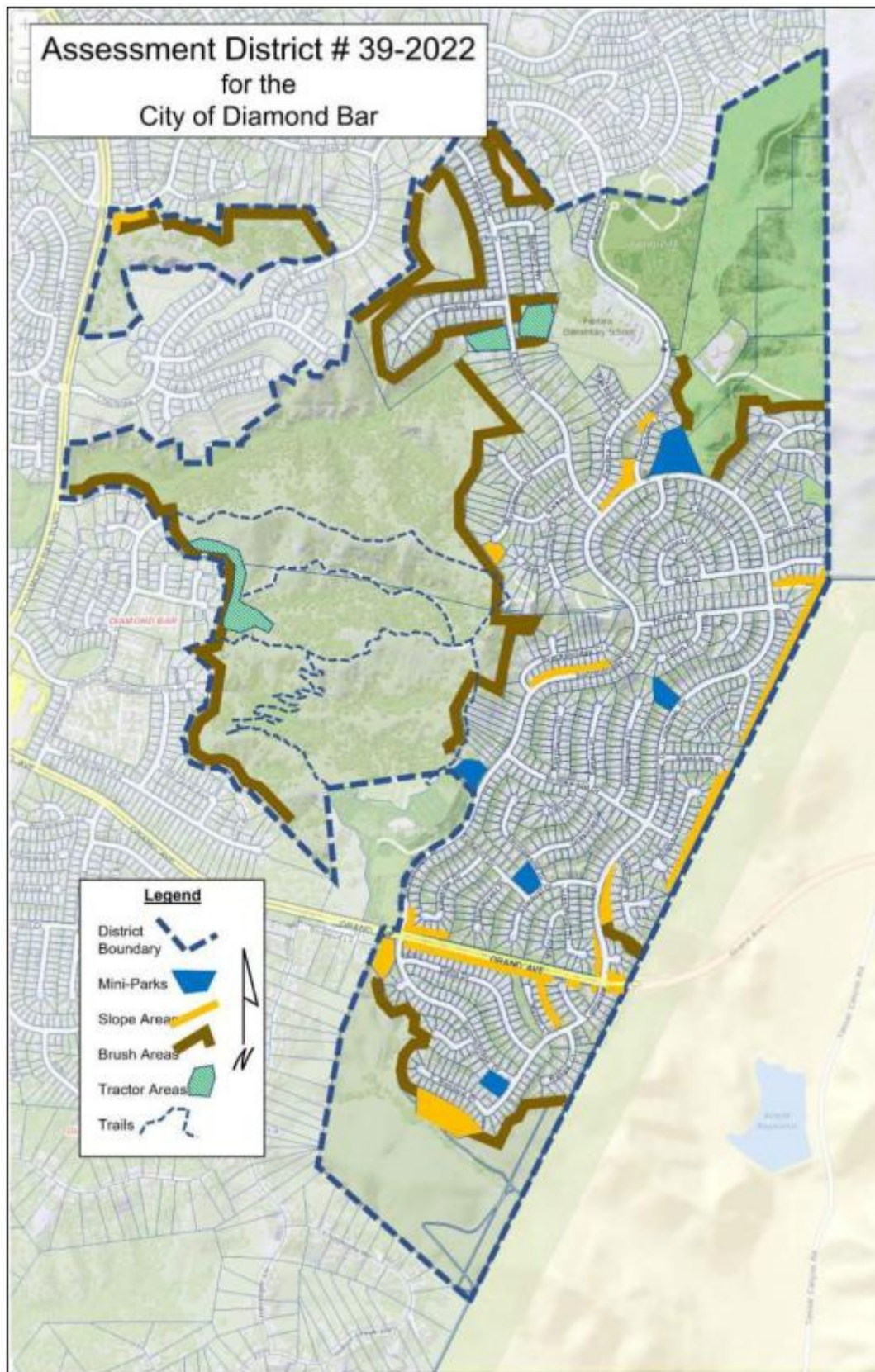
Any property owner who feels that the assessment levied on the subject property is in error, as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the City Manager or his or her designee. Any such appeal is limited to correction of an assessment during the then-current Fiscal Year and applicable law. Upon filing of any such appeal, the City Manager or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Manager or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the Assessment Roll. If any such changes are approved after the Assessment Roll has been filed with the County for collection, the City Manager or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City Manager or his or her designee shall be referred to the City Council, and the decision of the City Council shall be final.

## 6. ASSESSMENT DIAGRAM

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The parcels to be assessed in the District are shown on the Assessment Diagram, which is on file with the City Clerk of the City and includes all those properties included in the original formation of the District and subsequent annexations. The following Assessment Diagram is for general location only and is not to be considered the official boundary map. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the County Assessor of the County of Los Angeles, at the time this Report was prepared, and are incorporated by reference herein and made part of this Report.





## 7. ASSESSMENT ROLL

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Assessor's parcel identification, for each lot or parcel subject to the assessment, shall be based on the County Assessor's secured roll data for the applicable year in which this Report is prepared and is incorporated herein by reference.

A listing of assessor's parcels subject to the assessments for Fiscal Year 2025/26, along with the assessment amounts, is on file in the office of the City Engineer and incorporated herein by reference. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the charge amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method outlined in the method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

Agenda #: 6.3  
Meeting Date: July 15, 2025



## CITY COUNCIL

## AGENDA REPORT

TO: Honorable Mayor and Members of the City Council  
FROM: Daniel Fox, City Manager   
TITLE: **LEVYING ASSESSMENTS ON LANDSCAPE ASSESSMENT DISTRICT NO. 41-2021 FOR FISCAL YEAR 2025/26.**  
STRATEGIC GOAL: *Open, Engaged & Responsive Government*

**RECOMMENDATION:**

- A. Receive presentation, open Public Hearing to receive testimony, close Public Hearing; and
- B. Adopt Resolution No. 2025-27 to levy and collect assessments for Landscape Assessment District No. 41-2021 for Fiscal Year 2025/26.

**FINANCIAL IMPACT:**

The District will generate an estimated amount of \$320,682. Additionally, there will be 3.84% of that generated amount from the City's General Fund contribution to fulfill the required General Benefit (estimated at \$20,017), and a Carryover Fund Balance of \$235,563. Sufficient Funding is available in the Adopted FY 2025/26 Budget.

**BACKGROUND/DISCUSSION:**

As part of the assessment district updates, the City must undergo a three-step process. This is the final part of the three-step process in which the City Council conducts a public hearing on the District's proposed annual assessment, and subsequently considers the related resolution confirming the levy assessments. Throughout the entire process, all proceedings for the maintenance of improvements have been pursuant to the provisions of the Landscape and Lighting Act of 1972 of Part 2 Division 15 of the Streets and Highways Code of the State of California and applicable provisions of Proposition 218, Article 10 XIID of the California Constitution.

On April 1, 2025, the City Council adopted Resolution No. 2025-11, ordering the City Engineer to prepare and file an Engineer's Report related to maintenance of

improvements in Landscaping Assessment District No. 41-2021 (District) and any assessment thereon for Fiscal Year 2025/26.

On June 17, 2025, the City Council adopted Resolution No. 2025-24, declaring the City's intention to levy and collect assessments for the District and directing staff to advertise the Public Hearing to be set for the July 16, 2025, regular meeting.

The attached Engineer's Report for the City's Landscaping Assessment District Number 41-2021 (Attachment 2), which has been prepared pursuant to provisions of the Landscaping and Lighting Act of 1972 of Part 2 of Division 15 of the Streets and Highways Code of the State of California, includes authority for the report, estimated costs of operation and maintenance, a diagram for the District and the assessments.

The number of parcels within the District is 554 parcels. The Engineer's Report contains a full and detailed description of the improvements, the boundaries of the assessment district, and the proposed assessments upon assessable lots and parcels of land within the District for Fiscal Year 2025/26. The proposed assessment amounts for the single-family and multi-family parcels are \$591.14 and \$543.85, respectively, an increase of 3% from Fiscal Year 2024/25.

Additionally, the FY2025/26 Capital Improvement Program includes a landscape/irrigation design and construction project for LAD No. 41-2021, which is funded through the district's reserve balance and is also programmed in the budget and Engineer's Report.

#### **LEGAL REVIEW:**

The City Attorney has reviewed and approved the Resolution as to form.

#### **PREPARED BY:**



Nicholas Delgado, Management Analyst

7/15/2025

## REVIEWED BY:

  
Hal Ghafari, Public Works Manager/Asst. City Engineer

7/1/2025

  
David G. Liu, Public Works Director/City Engineer

7/2/2025

  
Jason Jacobsen, Finance Director

7/3/2025

## Attachments:

1. 6.3.a Resolution No. 2025-27 (LAD 41-2021)
2. 6.3.b LAD No. 41-2021 Engineer's Final Report for FY2025/26



**RESOLUTION NO. 2025-27****A RESOLUTION APPROVING THE CONTINUATION OF THE LEVY AND COLLECTION OF ASSESSMENTS FOR CITY OF DIAMOND BAR LANDSCAPING ASSESSMENT DISTRICT NO. 41-2021 FOR FISCAL YEAR 2025-26.**

**WHEREAS**, by Resolution No. 2025-24, the City Council approved the Engineer's Report ("Report") of the Engineer of Work related to City of Diamond Bar Landscaping Assessment District No. 41-2021 ("District") prepared pursuant to Part 2 of Division 15 of the California Streets and Highways Code (§ 22500, et seq.), known as the Landscaping and Lighting Act of 1972 ("Act"), which described the improvements thereon, and gave notice of and fixed the time and place of the public hearing on the question of assessment thereon for fiscal year 2025-26. A diagram of the area encompassed by the District is attached hereto as Exhibit A; and

**WHEREAS**, the Report is on file with the City Clerk of the City of Diamond Bar; and

**WHEREAS**, said hearing was duly and properly noticed, commenced in the SCAQMD Auditorium located at 21865 Copley Drive, Diamond Bar, California on July 15, 2025, and was concluded prior to the adoption of this Resolution; and

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

**NOW, THEREFORE, BE IT RESOLVED** the City Council of the City of Diamond Bar as follows:

**Section 1.** The Recitals of this Resolution are in all respects true and correct.

**Section 2.** The City Council hereby expressly overrules any and all protests filed objecting to the proposed improvements specified herein or the assessment levied, therefore.

**Section 3.** Based upon its review of the Report, and other reports and information, the City Council hereby finds that (i) the land within the District will be benefitted by the improvements specified in the Report, (ii) the District includes all of the lands so benefitted, and (iii) the net amount to be assessed upon the lands within the District for the fiscal year 2025-26 is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

**Section 4.** The improvements specified in the Report are hereby ordered to be completed.

**Section 5.** The assessment diagram contained in the Report and the assessment rates of \$591.14 and \$543.85 for the single-family and multi-family parcels, respectively, within said District are hereby adopted and confirmed and said assessment is hereby levied for the fiscal year 2025-26.

**Section 6.** The assessment is in compliance with the provisions of the Act, and the City Council has complied with all laws pertaining to the levy of an annual assessment pursuant to the Act. The assessment is levied for the purpose of paying the costs and expenses of the improvements described in the Report for fiscal year 2025-26.

**Section 7.** The City Council hereby certifies that the assessments to be placed on the 2025-26 property tax bills meet the requirements of Proposition 218 that added Articles XIII C and XIII D to the California Constitution.

**Section 8.** The assessments are levied without regard to property valuation.

**Section 9.** The City Treasurer shall deposit all moneys representing assessments collected by the County to the credit of a special fund for use in City of Diamond Bar Landscaping Assessment District No. 41-2021.

**Section 10.** The City Clerk is hereby authorized and directed to file the diagram and assessment with the County Auditor, together with a certified copy of this Resolution upon its adoption.

**Section 11.** A certified copy of the assessment and diagram shall be filed in the office of the City Clerk and open for public inspection.

**Section 12.** The City Clerk shall certify to the adoption of this Resolution.

**PASSED, ADOPTED AND APPROVED this 15<sup>th</sup> day of July 2025.**

**CITY OF DIAMOND BAR**

\_\_\_\_\_  
Chia Yu Teng, Mayor

*[Signatures continued on the following page]*

**ATTEST:**

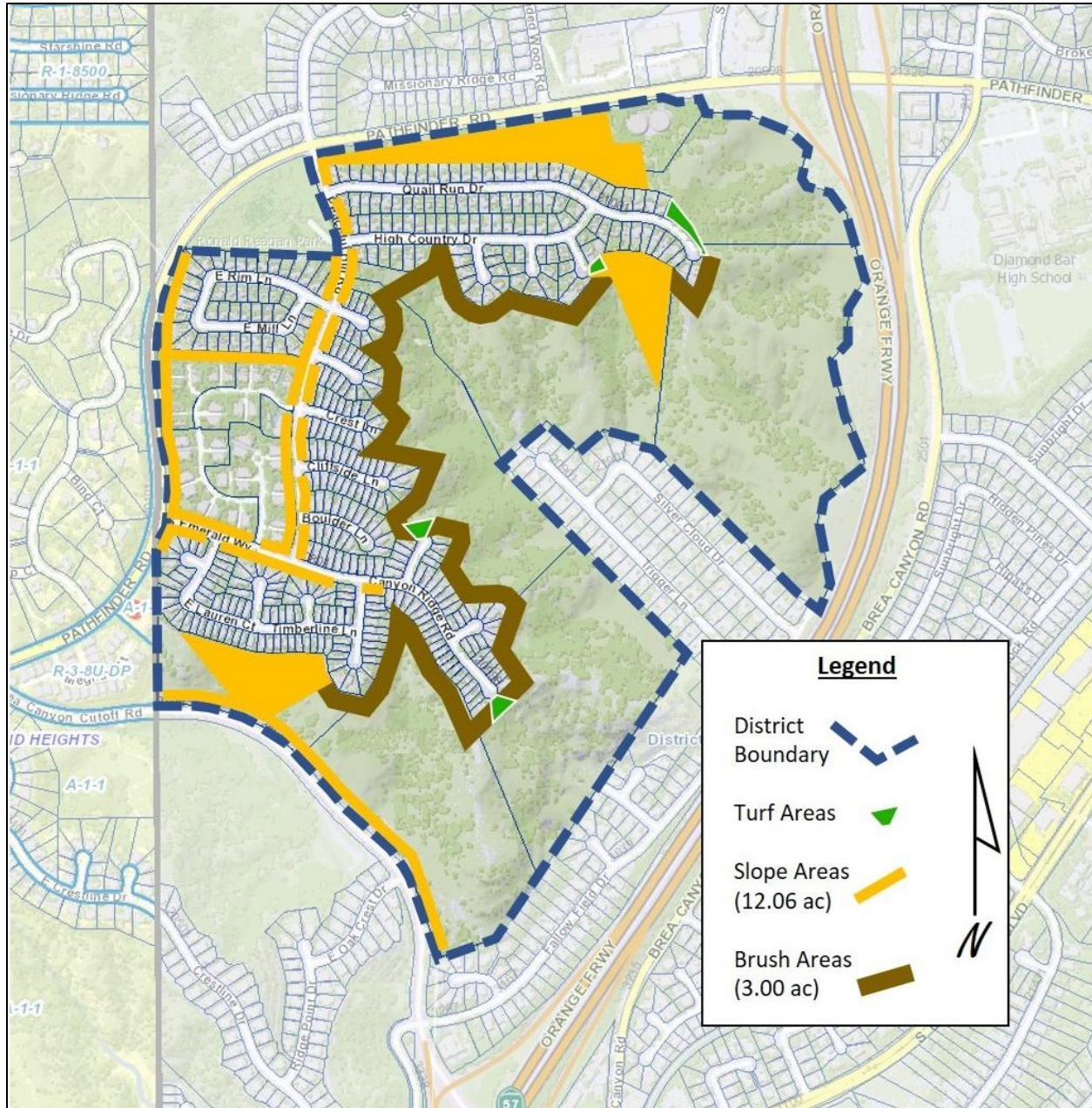
I, Kristina Santana, City Clerk of the City of Diamond Bar, do hereby certify that the foregoing Resolution was passed, approved and adopted at the regular meeting of the City Council of the City of Diamond Bar held on the 15<sup>th</sup> day of July 2025, by the following roll call vote:

|            |                  |
|------------|------------------|
| AYES:      | COUNCIL MEMBERS: |
| NOES:      | COUNCIL MEMBERS: |
| ABSENT:    | COUNCIL MEMBERS: |
| ABSTAINED: | COUNCIL MEMBERS: |

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Kristina Santana, City Clerk

**Exhibit A**  
**Landscaping Assessment District No. 41-2021**



# CITY OF DIAMOND BAR

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*Fiscal Year 2025/26 Engineer's Report For:*

**Landscaping Assessment District No. 41-2021**

**June 2025**

Prepared by:



Corporate Headquarters  
32605 Temecula Parkway, Suite 100  
Temecula, CA 92592  
Toll free: 800.676.7516



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# 1. ENGINEER'S LETTER

**WHEREAS**, the City Council of the City of Diamond Bar (the "City"), State of California, under the Landscaping and Lighting Act of 1972 (the "Act"), directed NBS to prepare and file the Annual Engineer's Report for the Landscaping Assessment District No. 41-2021 (the "District") for Fiscal Year 2025/26, in accordance with Article 4 of Chapter 1 of the Act and Article XIII D of the California Constitution (the "Article XIII D"). The report presents the plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the administration, maintenance, operations and servicing of the improvements for Fiscal Year 2025/26, the diagram for the District, showing the area and properties to be assessed, and assessing the net amount upon the assessable lots and/or parcels within the District in proportion to the special benefit received.

**NOW THEREFORE**, the assessments as detailed in this Engineer's Report and as summarized in the table below are made to cover the portion of the estimated costs of maintenance, operation, and servicing of said improvements to be paid by the assessable real property within the District in proportion to the special benefit received.

| District                                    | Parcel Count <sup>(1)</sup> | Single-Family Equivalents | Proposed FY 2025/26 Rate | Proposed FY 2025/26 Assessment Amount <sup>(2)</sup> |
|---------------------------------------------|-----------------------------|---------------------------|--------------------------|------------------------------------------------------|
| Landscaping Assessment District No. 41-2021 | 554                         | 542.48                    | \$591.14                 | \$320,681.62                                         |

(1) Includes active and levied parcels.

(2) Does not include rounding.

I, the undersigned, respectfully submit this Engineer's Report and, to the best of my knowledge, information and belief, the Engineer's Report, Assessments, and the Assessment Diagram herein have been prepared, computed and levied in accordance with the assessment methodology adopted, approved and ordered by the City Council of the City of Diamond Bar at the time of District formation.

*John G. Egan*  
 John G. Egan, P. E.  
 Assessment Engineer

6-23-25



## 2. INTRODUCTION

### 2.1 Background

The City of Diamond Bar (the “City”) services and maintains turf areas, slopes and open space areas, and other improvements (the “Improvements”) in the Diamond Bar Hills area of the City. In order to fund the maintenance and operation (the “Services”) of these projects and Improvements, Landscaping Assessment District No. 41 was formed in 1985 by the County of Los Angeles prior to the incorporation of the City of Diamond Bar. Upon incorporation in 1989, the City assumed jurisdiction over the District. Since the passage of Proposition 218, the assessments for this existing district cannot be increased beyond the previously approved amount of \$280.00 per parcel. This assessment amount does not generate sufficient revenue to fund the District’s Improvements and Services, and the annual shortfalls have been funded by the City’s General Fund.

In 2021, the City Council directed that a new assessment be proposed and voted on by property owners within the District in accordance with Proposition 218 (Article XIIC and D of the California Constitution). Their intent was to replace the existing District No. 41 with a new District No. 41-2021 that would adhere to the existing boundary and include the same improvements and services. These proposed assessments were supported by 87.55% of assessment ballots received from property owners (with each ballot weighted by the amount of assessments it represented). Therefore, on July 6, 2021, by its Resolution No. 2021-33, the City Council levied the new assessments for District No. 41-2021.

This Engineer’s Report (the “Report”) was prepared to establish the budget for the Improvements (as described below) that will be funded by the Fiscal Year 2025/26 assessments and other revenue, and to determine the general and special benefits received from the Improvements by property within the District and the method of assessment apportionment to lots and parcels. This Report and the assessments have been made pursuant to Part 2 of Division 15 of the California Streets and Highways Code, commonly known as the Act, and Article XIII D.

### 2.2 Process for Annual Assessment

As required by the procedures specified in the Act, an Engineer’s Report must be prepared on an annual basis which contains a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the assessment district.

The City Council must also annually adopt a resolution of intention which:

- Declares the intention of the City Council to levy and collect assessments within the assessment district for the fiscal year stated therein.
- Generally describes the existing and proposed improvements and any substantial changes proposed to be made in existing improvements.
- Refers to the assessment district by its distinctive designation and indicates the general location of the assessment district.

- Refers to the report of the engineer, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the assessment district.
- Gives notice of the time and place for public hearing by the City Council on the levy of the proposed assessment.
- States whether the assessment is proposed to increase from the previous year.

If the assessments are to be levied in the same or lesser amounts than the maximum assessment allowed, the City Clerk shall give notice of the public hearing by causing the Resolution of Intention to be published. Any interested person may, prior to the conclusion of the public hearing, file a written protest which shall state all grounds of objection. The protest shall contain a description sufficient to identify the property owned by the property owner filing the protest. During the course or upon conclusion of the hearing, the City Council may order changes in any of the matters provided in the report, including changes in the improvements, any zones within the assessment district, and the proposed diagram or the proposed assessment. If the assessment to be levied exceeds the maximum assessment allowed, the City must comply with the procedures specified in Article XIII D and Proposition 218.

The City Council, upon conclusion of the public hearing must then adopt a resolution confirming the diagram and assessment, either as originally proposed or as changed by it. The adoption of the resolution shall constitute the levy of an assessment for the fiscal year referred to in the report. If confirmed, the assessments would be submitted to the County Auditor Controller for inclusion on the property tax roll.

Beginning in 2025, NBS became the Assessment Engineer for the District. To maintain an accurate reference and legally defensible record of the District, pertinent language used in previous engineer's reports has been retained herein and is cited with footnotes, as appropriate.

## 2.3 Legislative Context

In 1996, California Voters adopted Proposition 218, the "Right to Vote on Taxes Act" which added Articles XIII C and XIII D to the California Constitution. Article XIII D imposes certain substantive and procedural requirements on any agency that wishes to levy special assessments.

Article XIII D imposes four basic substantive requirements on assessments<sup>1</sup>:

- All parcels that will have a special benefit conferred upon them and upon which an assessment will be imposed must be identified;
- The general benefits must be distinguished from the special benefits conferred on the parcels;
- The proportionate special benefit derived by each parcel must be determined in relationship to the entirety of the capital improvement, the maintenance and operation expenses of the public improvement, or the cost of the property related service being provided; and
- The amount assessed to a parcel must not exceed the reasonable cost of the proportional special benefit conferred on that parcel and does not include any costs attributable to the general benefit.

---

<sup>1</sup> California Constitution Article XIII D Section 4.

Since the initial passage of Proposition 218, several court rulings have helped provide context and direction on the practical implementation procedures and requirements for levying assessments. Several of the key concepts from these rulings are summarized below.

### GENERAL BENEFIT

Article XIII D requires an agency to separate the general benefits from the special benefits conferred because only special benefits are assessable.

The Court of Appeal in *Golden Hills Neighborhood Assn., Inc. v. City of San Diego* (2011)<sup>2</sup> clarified this concept by stating, “*Separation and quantification of general and special benefits must be accomplished by apportioning the cost of a service or improvement between the two and assessing property owners only for the portion of the cost representing special benefits.*”

The Court of Appeal in *Beutz v. County of Riverside* (2010) (“Beutz”)<sup>3</sup> quoted from the Legislative Analyst’s Office pamphlet titled “Understanding Proposition 218” which states an agency must, “*estimate the amount of special benefit landowners would receive from the project or service, as well as the amount of ‘general benefit.’ This step is needed because Proposition 218 allows local government to recoup from assessments only the proportionate share of cost to provide the special benefit.*”

The Court in *Beutz* furthered this idea stating, “*Separating the general from the special benefits of a public improvement project and estimating the quantity of each in relation to the other is essential if an assessment is to be limited to the special benefits.*”

The Court of Appeal in *Silicon Valley Taxpayers' Association Incorporated v. Santa Clara County Open Space Authority* (2008) (“SVTA”)<sup>4</sup> clarified that general benefits are not restricted to benefits conferred only on persons and property outside the assessment district but can include benefits both conferred on real property located in the district or to the public at large. The “public at large” includes all members of the public, including those who live, work, and shop within the district, and not simply transient visitors.

### BENEFIT-BASED NOT COST-BASED

In *Bonander v. Town of Tiburon* (2009) (“Tiburon”)<sup>5</sup>, the Court of Appeal clarified the idea that assessments must be apportioned based upon benefit rather than cost. The Court stated, “*proportionate special benefit is the basis upon which a project’s total assessable costs are apportioned among parcels within an assessment district.*”

The assessment on a particular property cannot be based on the relative cost of the improvements, but rather the special benefit conferred on such property. The Court in *Tiburon* also stated, “*an assessment represents the entirety of the cost of the improvement or property-related service, less any amount attributable to general benefits (which may not be assessed), allocated to individual properties in proportion to the relative special benefit conferred on the property.*”

<sup>2</sup> *Golden Hill Neighborhood Assn. v. City of San Diego* CA4/1, D062203 (Cal. Ct. App. 2013)

<sup>3</sup> *Beutz v. County of Riverside*, 109 Cal. Rptr. 3d 851 (Cal. Ct. App. 2010)

<sup>4</sup> *Silicon Valley Taxpayers' Association Incorporated v. Santa Clara County Open Space Authority*, 44 Cal. 4th 431 (2008).

<sup>5</sup> *Bonander v. Town of Tiburon*, 147 Cal. App. 4th 1116 (Cal. Ct. App. 2007)



## PUBLIC PROPERTY

Section 4, Subdivision (a) of Article XIII D states, in part, *“Parcels within a district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit.”* Historically there had been differing opinions about whether this requirement that publicly owned property should not be exempt actually meant those properties must be assessed.

The Court of Appeal in *Manteca Unified School District v. Reclamation District No. 17 et al* (2017)<sup>6</sup> clarified this issue by stating, *“Section 4, Subdivision (a) of Article XIII D of the California Constitution unambiguously conditions any continuing benefit assessment exemption on a showing by clear and convincing evidence of no special benefit.”*

## IMPRECISION

The Court in *Tiburon* acknowledged the difficulty of trying to precisely assign and measure special benefit, stating, *“Any attempt to classify special benefits conferred on particular properties and to assign relative weights to those benefits will necessarily involve some degree of imprecision.”*

The Court in *Tiburon* went on to say that a formula assigning equal weight to different special benefits *“may be a legally justifiable approach to measuring and apportioning special benefits, [but] it is not necessarily the only valid approach. Whichever approach is taken to measuring and apportioning special benefits; however, it must be both defensible and consistently applied.”*

---

<sup>6</sup> *Manteca Unified School District v. Reclamation District No. 17 et al*, C077906 (Cal. Ct. App. 2017)

### 3. PLANS AND SPECIFICATIONS

The work and improvements proposed to be undertaken by the City and the cost thereof paid from the levy of the annual assessment provide special benefit to assessor parcels within the District defined in the Method of Assessment herein. Consistent with the Act, the Improvements are generally described as follows:

The City maintains landscaping and other improvements in locations within the District's boundaries. The work and Improvements to be undertaken by the District, and the cost thereof paid from the levy of the annual assessment provide special benefit to parcels within the District as defined in the Method of Assessment herein. In addition to the definitions provided by the Act, the work and Improvements are generally described as mini-parks, slopes, and open space areas within the District. The Assessment Diagram shows the location and extent of the Improvements to be installed, maintained, or serviced by the proceeds from the assessment.

Installation, maintenance, and servicing of Improvements, may include, but are not limited to, turf and play areas, landscaping, ground cover, shrubs and trees, irrigation systems, sidewalks, parking lots, lighting, fencing, graffiti removal and repainting, labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the District.

**Installation** - means the construction of Improvements, including, but not limited to, land preparation (such as grading, leveling, cutting and filling), sod, landscaping, irrigation systems, walkways, drainage and lights, playground equipment, play courts, playing fields, recreational facilities, and public restrooms.

**Maintenance** - means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including repair, removal, or replacement of all or part of any improvement; providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste; the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

**Servicing** - means the furnishing of electric current, or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements, or water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment (according to Streets & Highways Code §22526).

Modifications to the District structure could include, but are not limited to, substantial changes or expansion of the Improvements provided, substantial changes in the service provided, modifications or

restructuring of the District including annexation or detachment of specific parcels, revisions in the method of apportionment, or proposed new or increased assessments.

The assessment proceeds will be exclusively used for Improvements within the District plus incidental expenses.

## 4. ESTIMATE OF COSTS

### 4.1 District Budget

Fiscal Year 2025/26 estimated costs of maintenance and servicing the Improvements as described in the Plans and Specifications of this Report are summarized below.

| Description                                                         | Proposed<br>FY 2025/26 Costs |
|---------------------------------------------------------------------|------------------------------|
| Salaries & Benefits                                                 | \$38,480                     |
| Advertising                                                         | 3,000                        |
| Utilities                                                           | 77,000                       |
| Maintenance of Grounds/Buildings                                    | 50,000                       |
| Professional Services                                               | 7,000                        |
| Landscape Maintenance                                               | 70,600                       |
| Tree Maintenance                                                    | 23,000                       |
| Weed/Pest Abatement                                                 | 51,602                       |
| Capital Improvements                                                | <u>200,000</u>               |
| <b>Total Estimated Expenditures</b>                                 | <b>\$520,682</b>             |
| Contingencies/Reserves                                              | 55,580                       |
| Contributions from Other Sources <sup>(1)</sup>                     | (255,580)                    |
| <b>Fiscal Year 2025/26 Net Amount to be Assessed <sup>(2)</sup></b> | <b>\$320,682</b>             |

(1) Includes City General Fund contribution and fund balance carryover.

(2) The net available funds, after incidental, administrative, financing and other costs shall be expended exclusively for Improvements within the boundaries of the District or as described herein, and appropriate incidental and administrative costs as defined in the Plans and Specifications section.

A list containing the Fiscal Year 2025/26 assessment and number of parcels proposed to be assessed is included in Section 7 of this Report.

### 4.2 Balance to Levy

The following table shows the total costs, additional revenues and contributions, and the balance to levy for Fiscal Year 2025/26.

| Description                                 | Amount           |
|---------------------------------------------|------------------|
| Salaries & Benefits                         | \$38,480         |
| Operating Expenses & Services               | 282,202          |
| Capital Improvements / Reserves             | <u>255,580</u>   |
| Total District Costs                        | \$576,262        |
| Contribution to (from) Operational Reserves | (235,563)        |
| Other Revenue Sources <sup>(1)</sup>        | (20,017)         |
| <b>Balance to Levy</b>                      | <b>\$320,682</b> |

(1) Includes City General Fund contribution.

**Total District Costs** - Includes the personnel services, maintenance, and operations, capital (including capital replacement costs), indirect costs, and equipment.

**Contribution to (from) Operational Reserves** - The operational reserves item provides funds to operate the District from the time period of July 1 (beginning of the fiscal year) through January when the County provides the City with the first installment of assessments collected from the property tax bills. This eliminates the need for the City to transfer funds from non-District accounts to pay for District charges during the first half of the fiscal year. Negative amounts shown here are transfers that are used to reduce the Balance to Levy.

**Other Revenue Sources** - The amount of additional funds designated for use by the District that are not from District assessments. These funds are added to the District account to reduce assessments and may be from either non-District sources including City General Fund contributions, fund balance carryover, or District sources including interest earnings.

**Balance to Levy** - The total amount to be levied and collected through assessments for the current fiscal year. The Balance to Levy represents the sum of the total direct and administration costs, reserves, contributions, and other revenue sources.



## 5. METHOD OF APPORTIONMENT

The following section includes an explanation of the benefits to be derived from the Improvements throughout the District, as well as a description of the assessment methodology used to apportion the total assessment to properties within the District.

***The Fiscal Year 2024/25 Engineer's Report was prepared by a different engineer of record and specific language from the Fiscal Year 2024/25 Engineer's Report <sup>7</sup> has been referenced to describe the Method of Apportionment within the following section of this Report.***

The District consists of all assessor parcels within the boundaries as defined by the Assessment Diagram included with this Report. Further, all assessor parcels, including all privately and publicly owned parcels, are identified by Assessor Parcel Numbers listed within the included assessment roll. The method used for apportioning the assessment is based on the proportional special benefits to be derived by the properties in the District over and above general benefits conferred on real property or to the public at large. The assessment is apportioned to the parcels in proportion to the relative special benefit from the Improvements.

The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the improvements, and the second step is to allocate the assessments to property based on the estimated relative special benefit for each type of property.

### 5.1 Special Benefit

The improvements are expected to confer certain special benefits to the parcels within the District. Pursuant to the Prior Engineer's Report, the special benefit conferred to parcels is more fully described as follows:

*The following benefit categories summarize the types of special benefit to residential, commercial, industrial, and other lots and parcels resulting from the Improvements to be provided with the assessment proceeds. These types of special benefit are summarized as follows:*

- A. Proximity to Improved Landscaped Areas and Other Public Improvements within the District.*
- B. Improved Views within the District.*
- C. Extension of a property's outdoor areas and green spaces for properties within close proximity to the Improvements.*
- D. Safety and Security within the District.*
- E. Creation of individual lots for residential and commercial use that, in absence of the assessments, would not have been created.*

<sup>7</sup> Method of Apportionment and subsections as detailed in the Fiscal Year 2024/25 Engineer's Report, City of Diamond Bar, Landscaping Assessment District No. 41-2021, dated July 2024 and approved by City Council on June 18, 2024 ("Prior Engineer's Report").

*The SVTA decision provides enhanced clarity to the definitions of special benefits from landscaping and parks to properties in three distinct areas: proximity, expanded or improved access, and views. The SVTA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The SVTA decision also provides specific guidance that setback landscaping is a direct advantage and special benefit to property that is proximate to a landscaped area that is improved by an assessment:*

*The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).*

*Proximity, improved access and views, in addition to the other special benefits listed herein further strengthen the basis of these assessments.<sup>8</sup>*

In addition, the following special benefits are identified in the Prior Engineer's Report:

#### **PROXIMITY TO IMPROVED LANDSCAPED AREAS WITHIN THE DISTRICT**

Only the specific properties within close proximity to the Improvements are included in the District. The District has been narrowly drawn to include the properties that receive special benefits from the Improvements. Therefore, property in the District enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the District do not share.

In absence of the assessments, the Improvements would not be provided, and the public improvements funded in the District would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the District, they provide a direct advantage and special benefit to property in the District.

#### **IMPROVED VIEWS WITHIN THE DISTRICT**

The City, by maintaining permanent public improvements funded by the assessments in the District, provides improved views to properties in the District. The properties in the District enjoy close and unique proximity, access and views of the specific Improvements funded in the District; therefore, the improved and protected views provided by the assessments are another direct and tangible advantage that is uniquely conferred upon property in the District.

#### **EXTENSION OF A PROPERTY'S OUTDOOR AREAS AND GREEN SPACES FOR PROPERTIES WITHIN CLOSE PROXIMITY TO THE IMPROVEMENTS**

In large part because it is cost prohibitive to provide large open land areas on property in the District, the residential, commercial, and other benefiting properties in the District do not have large outdoor areas

<sup>8</sup> Method of Apportionment and subsections as detailed in the Fiscal Year 2024/25 Engineer's Report, City of Diamond Bar, Landscaping Assessment District No. 38, dated July 2024 and approved by City Council on June 18, 2024 ("Prior Engineer's Report").

and green spaces. The Improvements within the District provide additional outdoor areas that serve as an effective extension of the land area for proximate properties because the Improvements are uniquely proximate and accessible to property in close proximity to the Improvements. The Improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties in the District because such properties have uniquely good and close proximity to the Improvements.

#### **SAFETY AND SECURITY WITHIN THE DISTRICT**

The City, through proper installation, maintenance, and servicing of public and private improvements funded by the assessments in the District, provides increased security and safety by preventing crime and suppressing fire. For parks and recreation improvements, proper lighting and well-kept landscapes help to deter crime and vandalism. Other landscaped area activities such as slope maintenance and brush clearing provide critical fire suppression.

#### **CREATION OF INDIVIDUAL LOTS FOR RESIDENTIAL USE THAT, IN ABSENCE OF THE ASSESSMENTS, WOULD NOT HAVE BEEN CREATED**

In the District, the original owner/developer(s) of the property within the District agreed unanimously to the assessments. The assessments provide the necessary funding for improvements that were required as a condition of development and subdivision approval. Therefore, such assessments allowed the original property to be subdivided and for development of the parcels to occur. As parcels were sold, new owners were informed of the assessments through the title reports, and in some cases, through Department of Real Estate “White Paper” reports that the parcels were subject to assessment. Purchase of property was also an “agreement” to pay the assessment.

Therefore, in absence of the assessments, the lots within most of the District would not have been created. These parcels, and the improvements that were constructed on the parcels, receive direct advantage and special benefit from the assessments.

#### **SUMMARY OF RELATIVE WEIGHT OF BENEFIT FACTORS**

A solid argument could be made that the creation of individual lots benefit comprises 100% of the benefit because the Improvements were incorporated into the original planning and design of the subdivision, and thus were deemed to be necessary and required for the development of the lot. Without those Improvements and associated benefit, the lots would not have been created. Nevertheless, four other definitive benefits accruing to the parcels within the District are identified, and an allowance should be made within the overall relative importance of benefits. The relative benefit level of the five identified benefits used in this Report is shown below.

| <b>Benefit Category</b> | <b>Relative Weight</b> |
|-------------------------|------------------------|
| Proximity & Access      | 10%                    |
| Views                   | 10%                    |
| Outdoor Area Extension  | 10%                    |
| Safety & Security       | 10%                    |
| Creation of Lots        | 60%                    |
| <b>Total Benefit</b>    | <b>100%</b>            |

## 5.2 General Versus Special Benefit

Article XIII C of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to “separate the general benefits from the special benefits conferred on a parcel.” The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. An assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section. In other words:

|                  |   |                    |   |                    |
|------------------|---|--------------------|---|--------------------|
| Total<br>Benefit | = | General<br>Benefit | + | Special<br>Benefit |
|------------------|---|--------------------|---|--------------------|

There is no widely accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. SVTA provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements.

In this Report, the general benefit is liberally estimated and described and then budgeted so that it is funded by sources other than the assessment.

The starting point for evaluating general and special benefits is the current, baseline level of service. The assessment will fund Improvements “over and above” this general, baseline level and the general benefits estimated in this section are over and above the baseline.

A formula to estimate the general benefit is listed below:

|                    |   |                                                     |   |                                                                                       |   |                                      |
|--------------------|---|-----------------------------------------------------|---|---------------------------------------------------------------------------------------|---|--------------------------------------|
| General<br>Benefit | = | Benefit to Real<br>Property Outside<br>the District | + | Benefit to Real<br>Property Inside the<br>District that is Indirect<br>and Derivative | + | Benefit to<br>the Public<br>at Large |
|--------------------|---|-----------------------------------------------------|---|---------------------------------------------------------------------------------------|---|--------------------------------------|

Special benefit, on the other hand, is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The SVTA decision indicates that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In these assessments, as noted, properties in the District have close and unique proximity, views and access to the Improvements and uniquely improved desirability from the Improvements and other properties and the public at large do not receive significant benefits because they do not have proximity, access or views of the Improvements. Therefore, the overwhelming proportion of the benefits conferred to property is special and is only minimally received by property outside the Districts or the public at large.

### 5.3 Quantification of General Benefit

Although the analysis used to support these assessments concludes that the benefits are solely special, as described above, consideration is made for the suggestion that a portion of the benefits are general. General benefits cannot be funded by these assessments – the funding must come from other sources.

In this section, the general benefit from the Improvements is liberally estimated and described using the precise language from the Prior Engineer's Report in the sections below.

#### BENEFIT TO PROPERTY OUTSIDE THE DISTRICT

Properties within the District receive almost all of the special benefits from the Improvements because properties in the District enjoy unique close proximity and access to the Improvements that is not enjoyed by other properties or the public at large. However, certain properties within the proximity/access radius of the Improvements, but outside of the boundaries of the District, may receive some benefit from the Improvements. Since this benefit is conferred to properties outside the District boundaries, it contributes to the overall general benefit calculation and will not be funded by the assessments. The general benefit to property outside of the District is calculated with the parcel and data analysis.

Since certain properties outside the District enjoy close proximity and access to the Improvements cannot be assessed by the District, this is a form of general benefit to other property. There are 23 parcels outside the District that are directly adjacent to areas where slopes are maintained by the District. The benefits conferred to these properties do not include the Lot Creation benefit factor, therefore the benefit is reduced by 60%. The general benefit to property outside of the District is calculated as follows.

Assumptions:

- 23 Parcels Outside the District
- 554 Parcels In the District
- 40% Benefit Factor

Calculation of General Benefit to Property Outside the District:  $23 / (23 + 554) \times 40\% = 1.59\%$ .

#### BENEFIT TO PROPERTY INSIDE THE DISTRICT THAT IS INDIRECT AND DERIVATIVE

The "indirect and derivative" benefit to property within the District is particularly difficult to calculate. A solid argument can be presented that all benefit within the District is special, because the other Improvements are clearly "over and above" and "particular and distinct" when compared with the baseline level of service and the unique proximity, access and views of the other Improvements enjoyed by benefiting properties in the District.

Nevertheless, the SVTA decision indicates there may be general benefit "conferred on real property located in the district." A measure of the general benefits to property within the assessment area is the percentage of land area within or directly abutting the District that is publicly owned and used for regional purposes such as major roads, rail lines and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. The District boundaries are narrowly drawn to include only the residential areas within the neighborhood, and there are no regional facilities within the District. Therefore, the indirect and derivative general benefits to property within the District are zero.



## BENEFIT TO THE PUBLIC AT LARGE

The general benefit to the public at large can be estimated by the proportionate amount of time that the District's Improvements are used and enjoyed by individuals who are not residents, employees, customers or property owners in the District. It should be noted that these Improvements do not attract the public at large in the same way as park improvements, and they confer far less benefit to the public at large than do similar park improvements. In essence, the public does not visit an area to enjoy slope improvements in the same way as they may visit a park.

However, certain slopes maintained by the District may provide some enhancement to views enjoyed by the public as they drive past. Approximately 25% of the slopes and linear green areas maintained by the District lie along arterial roadways that carry a high percentage of traffic not associated with people who are not residents or property owners within the District. While there are not statistics available as to what percentage of passerby vehicle trips are by non-residents or non-property owners, a liberal factor of 90% is assumed.

Finally, of all the types of benefits conferred by the Improvements, passersby only benefit from views, which are estimated at 10% of the total benefits. Therefore,  $(90\% \text{ of } 25\%) \times 10\% = 2.25\%$  of the benefits from the Improvements are general benefits to the public at large.

## TOTAL GENERAL BENEFITS

Using a sum of these three measures of general benefit, approximately 3.84% of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

### Landscaping General Benefit Calculation

|                       |              |
|-----------------------|--------------|
| Outside the District  | 1.59%        |
| Inside the District   | 0.00%        |
| Public At Large       | <u>2.25%</u> |
| Total General Benefit | 3.84%        |

## CURRENT GENERAL BENEFIT CONTRIBUTION FROM THE CITY

This general benefit cannot be funded from the assessments; it must be funded from other sources such as the City's General Fund or other non-District funds. These contributions can also be in the form of in-lieu contributions to the installation and maintenance of the Improvements such as other City assets that support and protect the Improvements. The City will contribute both monetary and in-lieu resources to ensure that the general benefits conferred by the proposed Improvements are not funded by the assessments.

## 5.4 Method of Assessment

The development of an assessment methodology requires apportioning benefit to determine the relative special benefit for each property. The precise language from the Prior Engineer's Report is included below:

*The allocation of special benefits to property is partially based on the type of property and the size of property. These benefits can also partially be measured by the occupants on*

*property in the District because such parcel population density is a measure of the relative benefit a parcel receives from the Improvements. It should be noted that many other types of “traditional” assessments also use parcel population densities to apportion the assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population density of the parcels assessed. Therefore, the apportionment of benefit is reasonably based on the type of parcel, the size of parcels and the population density of parcels.*

*The next step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a single-family home, or, in other words, on the basis of Single Family Equivalents (“SFE”). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this Report, all properties are assigned an SFE value, which is each property’s relative benefit in relation to a single-family home on one parcel. In this case, the “benchmark” property is the single-family detached dwelling which is one Single Family Equivalent or one SFE.<sup>9</sup>*

## RESIDENTIAL PROPERTIES

Certain residential properties in the District that contain a single residential dwelling unit are assigned 1.0 SFE. Detached or attached houses and zero-lot line houses are included in this category of single-family residential property. If there is more than one single family detached dwelling on a parcel, it will be charged one SFE per single family detached dwelling.

Another residential property type in the District is the condominium. These properties benefit from the Improvements in proportion to the average number of people who reside in multi-family residential units versus the average number of people who reside in a single-family home (“Population Density Factor”, or “PDF”). Using the total population of each property type in the City from recent Census data and dividing it by the total number of such households reveals that approximately 3.42 persons occupy each single-family residence, whereas an average of 2.48 persons occupy each condominium. The ratio of 2.48 people (condominium) to 3.42 people (single-family) results in a PDF of 0.73 for condominiums.

The PDF of 0.73 for condominiums is applied to certain benefit categories, whereas other benefit categories are applicable to condominiums in full measure. The calculation of the overall SFE factors are summarized below.

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<sup>9</sup> Method of Apportionment and subsections as detailed in the Fiscal Year 2024/25 Engineer’s Report, City of Diamond Bar, Landscaping Assessment District No. 41-2021, dated July 2024 and approved by City Council on June 18, 2024 (“Prior Engineer’s Report”).

| Benefit Category       | Weight | SFR        |                   | Condo      |                   |
|------------------------|--------|------------|-------------------|------------|-------------------|
|                        |        | <u>PDF</u> | <u>SFE Factor</u> | <u>PDF</u> | <u>SFE Factor</u> |
| Proximity & Access     | 10%    | 100%       | 10%               | 73%        | 7.3%              |
| Views                  | 10%    | 100%       | 10%               | 73%        | 7.3%              |
| Outdoor Area Extension | 10%    | 100%       | 10%               | 73%        | 7.3%              |
| Safety & Security      | 10%    | 100%       | 10%               | 100%       | 10%               |
| Creation of Lots       | 60%    | 100%       | 60%               | 100%       | 60%               |
| Total Benefit          | 100%   |            | 100%              |            | 92%               |

There are no other multi-family property types (e.g., duplex, triples, fourplex, apartments) in the District, and none are foreseen in the near future. Therefore, no other multi-family assessment rate is calculated.

### VACANT/UNDEVELOPED PROPERTIES

While there are currently no vacant or undeveloped properties in the District, the following discussion is included in the event that properties become vacant in the future.

The benefit to undeveloped properties is determined to be proportional to the corresponding benefits for similar type developed properties, but at a lower rate due to the lack of improvements on the property. A measure of the benefits accruing to the underlying land is the average value of land in relation to Improvements for developed property. An analysis of the assessed valuation data from the City found that approximately 45% of the assessed value of improved properties is classified as the land value. It is reasonable to assume, therefore, that approximately 45% of the benefits are related to the underlying land and 55% are related to the improvements and the day-to-day use of the property. Using this ratio, the SFE factor for vacant/undeveloped parcels is 0.45 per parcel.

### OTHER PROPERTY TYPES

Notwithstanding the foregoing discussion, there are four other types of property uses to be considered:

**Water Utility:** The Walnut Valley Water District owns a parcel with two water tanks used to supply water for domestic use and fire protection. This property has no people stationed on-site and derives no benefit in any category. Therefore, it is not assessed.

**Open Space:** The open space parcels that lie within the District are part of the Improvements (views, safety and security, etc.) Therefore, these parcels are not assessed.

The property in the District is fully developed, has been stable since its original development in the late 1980s, and is zoned such that a change in the predominately residential land use is not expected in the future. As a result, there is no analysis of type, size, and population densities for other uses such as commercial, industrial, and institutional properties.

## 5.5 Annual Assessment Calculation

The table below shows the calculation of the estimated number of SFEs for Fiscal Year 2025/26.

| Description           | Parcel Count | SFE Factor | SFEs          |
|-----------------------|--------------|------------|---------------|
| Single Family Parcels | 410          | 100%       | 410.00        |
| Condominium Parcels   | 144          | 92%        | 132.48        |
| <b>Total</b>          | <b>554</b>   |            | <b>542.48</b> |

The following table shows the calculation of the assessment rate.

| Description                    | Fiscal Year 2025/26<br>Amount |
|--------------------------------|-------------------------------|
| Balance to Levy                | \$320,681.62                  |
| Total SFEs                     | 542.48                        |
| <b>Assessment rate per SFE</b> | <b>\$591.14</b>               |

The assessment rate per land use is shown below.

| Description           | Fiscal Year 2025/26<br>Assessment Rate |
|-----------------------|----------------------------------------|
| Single Family Parcels | \$591.14                               |
| Condominium Parcels   | 543.85                                 |

## 5.6 Cost of Living Inflator

The assessment shall be subject to an adjustment up to a cap of 3% annually, which adjustment shall be based upon actual costs, including any reasonable reserves, supported by a report prepared in accordance with Article XIID of the California Constitution. If the report does not support an increase or supports a reduction in the assessment, then the assessment shall not be increased or shall be lowered as applicable.

## 5.7 Duration of Assessment

It is proposed that the assessments be continued every year after their formation, so long as the public improvements need to be maintained and improved, and the City requires funding for the improvements in the District. As noted previously, the assessment can continue to be levied annually after the City Council approves an annually updated Engineer's Report, budget for the assessment, improvements to be provided, and other specifics of the assessment. In addition, the City Council must hold an annual public hearing to continue the assessment.

## 5.8 Appeals and Interpretation

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment may file a written appeal with the City Manager or his or her designee. Any such appeal is limited to correction of an assessment

during the then-current Fiscal Year and applicable law. Upon filing of any such appeal, the City Manager or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Manager or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the Assessment Roll. If any such changes are approved after the Assessment Roll has been filed with the County for collection, the City Manager or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City Manager or his or her designee shall be referred to the Diamond Bar City Council, and the decision of the City Council shall be final.

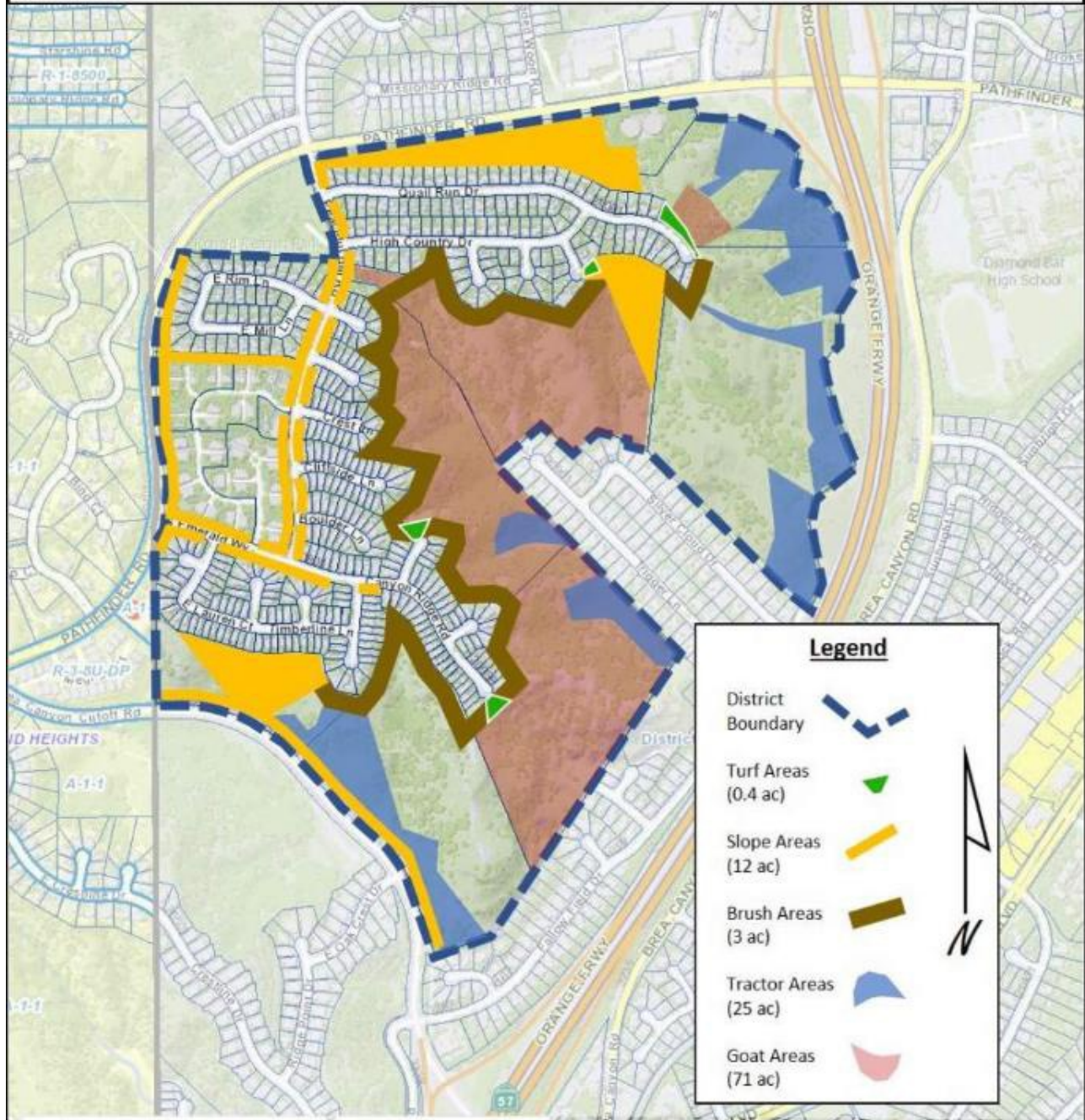


## 6. ASSESSMENT DIAGRAM

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The parcels to be assessed in the District are shown on the Assessment Diagram, which is on file with the City Clerk of the City of Diamond Bar and includes all those properties included in the original formation of the District and subsequent annexations. The following Assessment Diagram is for general location only and is not to be considered the official boundary map. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the County Assessor of the County of Los Angeles, at the time this Report was prepared, and are incorporated by reference herein and made part of this Report.

# Assessment District #41-2021 for the City of Diamond Bar



## 7. ASSESSMENT ROLL

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Assessor's parcel identification, for each lot or parcel subject to the assessment, shall be based on the County Assessor's secured roll data for the applicable year in which this report is prepared and is incorporated herein by reference.

A listing of assessor's parcels subject to the assessments for Fiscal Year 2025/26, along with the assessment amounts, is on file in the office of the City Engineer and incorporated herein by reference. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the charge amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method outlined in the method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

Agenda #: 7.1  
Meeting Date: July 15, 2025



## CITY COUNCIL

## AGENDA REPORT

TO: Honorable Mayor and Members of the City Council  
FROM: Daniel Fox, City Manager   
TITLE: **AMENDMENTS TO TITLE 15 OF THE DIAMOND BAR CITY CODE TO ADOPT THE STATE FIRE MARSHAL'S UPDATES TO THE VERY HIGH FIRE HAZARD SEVERITY ZONES.**  
STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

**RECOMMENDATION:**

- A. Hear the staff presentation and receive any public testimony;
- B. Determine that the proposed ordinance does not constitute a project and is therefore exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b); and
- C. Introduce for first reading by title only, waive full reading of Ordinance No. 02 (2025), and set for public hearing, second reading and adoption at the August 5, 2025 City Council meeting:

ORDINANCE NO. 02 (2025) - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR DESIGNATING VERY HIGH FIRE HAZARD SEVERITY ZONES IN ACCORDANCE WITH STATE LAW AND AMENDING THE DIAMOND BAR CITY CODE.

**FINANCIAL IMPACT:**

None.

**BACKGROUND:**

On November 15, 2022, the City Council adopted Ordinance No. 03(2022), which incorporated the California Building Standards Code by reference pursuant to Health and Safety Code Section 17958. Fire zone designations and requirements are contained in the California Building Code Chapter 7A and Residential Code Chapter

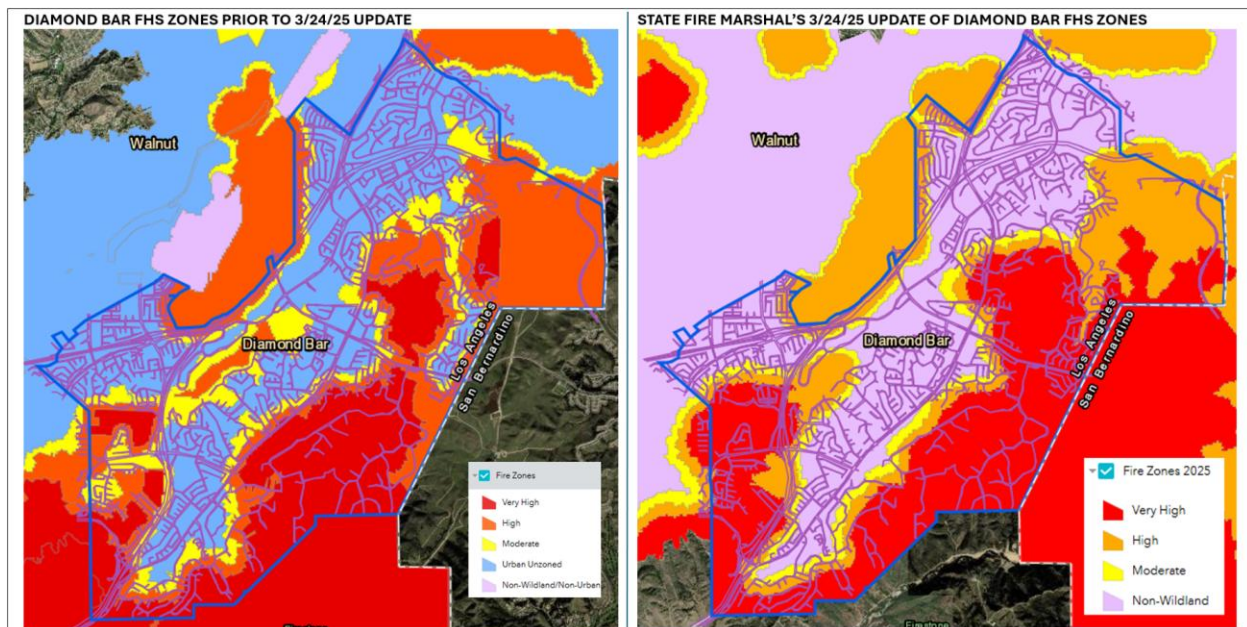


R337.

On March 24, 2025, the California Department of Forestry and Fire Protection (CAL FIRE) released updated Fire Hazard Severity Zone maps through its Fire and Resource Assessment Program (FRAP), pursuant to Government Code Sections 51175 through 51189. These updated maps are based on advanced modeling of wildfire behavior, including fire propagation through windborne embers. Government Code Section 51179(b)(3) prohibits local jurisdictions from reducing the areas identified by the State.

The updated maps were developed using advanced wildfire behavior modeling through CAL FIRE's Fire and Resource Assessment Program. The updated methodology incorporates multiple scientific inputs, including historical fire occurrence, projected fire frequency, topography, slope, wind patterns, vegetation type and condition, and climate data. The resulting models simulate the likelihood and intensity of wildfire exposure to determine relative hazard levels across the landscape. These refinements allow for a more geographically precise identification of Very High Fire Hazard Severity Zones (VHFHSZs), particularly in areas susceptible to ember-driven ignition.<sup>1</sup>

A side-by-side comparison of the pre-3/24/25 and the updated Fire Hazard Severity Zone maps is provided below:



Key changes to the VHFHSZ boundaries in Diamond Bar are as follows:

- **Expansion in the Summitridge trail area:** Areas east of Diamond Bar Boulevard and north of Grand Avenue surrounding the Summitridge open space area have been upgraded from Moderate or High to Very High Fire Hazard Severity Zones.

<sup>1</sup> CAL FIRE. Fire Hazard Severity Zones – Technical Methodology. Fire and Resource Assessment Program (FRAP), 2022. Available at: <https://osfm.fire.ca.gov/media/rs4bpmpb/fhsz-tech-methodology-2022.pdf>



- **Expansion to the San Bernardino County Line:** New VHFHSZ designations now include the neighborhood south of Grand Avenue at the eastern City limits, as well as all of the parcels in The Country east of Derringer and Indian Creek.
- **Expansion in the south:** The Starshine Park and Ronald Reagan Park neighborhoods and other areas adjacent to Pathfinder Road have also been added to the VHFHSZ due to increased modeled fire risk.
- **Retraction near Diamond Bar Boulevard:** In the central portion of the City, the VHFHSZ boundary has been pulled back from certain developed areas along Diamond Bar Boulevard, reflecting lower hazard conditions.
- **Minor adjustments elsewhere:** Small boundary shifts appear throughout central and southeastern Diamond Bar, with no major reductions observed.
- **Overall trend:** The updated mapping reflects a **net increase** in areas designated as Very High Fire Hazard Severity Zone, based on improved fire behavior modeling.

In accordance with Government Code Section 51182, CAL FIRE is also required to develop guidance for enforcing defensible space requirements in Very High Fire Hazard Severity Zones (VHFHSZs). These areas are organized into three brush clearance zones, with new regulations for Zones 1 and 2 effective January 1, 2025. Rulemaking for Zone 0 is currently underway.

### Brush Clearance Zones

- **Zone 0 – Ember-Resistant Zone:** No branches, mulch, combustible materials, fencing, or garbage containers within 5 feet of any structure.
- **Zone 1 – Lean, Clean, and Green Zone:** Remove dead plants and branches; maintain at least 10 feet of clearance between tree canopies; manage vegetation between 5 and 30 feet of any structure.
- **Zone 2 – Reduced Fuel Zone:** Clear combustible shrubs, grasses, debris, and other flammable materials from 30 to 100 feet of any structure.

### ANALYSIS:

The proposed ordinance amends Division 12 of Title 15 of the Diamond Bar Municipal Code, which currently references a fire hazard severity zone map dated February 2011, located in Section 15.00.3220(4). That section amends California Residential Code Section R337.2.

The updated ordinance will replace the existing reference with the latest map issued by the State Fire Marshal on March 24, 2025. While the underlying Building and Residential Code requirements remain unchanged, the revised map expands the VHFHSZ to include additional areas, particularly in the northeastern and western portions of the City.

Properties included within the VHFHSZ will be subject to wildfire hardening and brush clearance measures, which include the following construction and defensible space standards:

| <b>BUILDING FEATURE</b>      | <b>REQUIREMENT</b>                                   |
|------------------------------|------------------------------------------------------|
| <b>Roofing:</b>              |                                                      |
| Roof Covering                | Class A                                              |
| Gaps at Roof Covering        | Firestopped or No.72 ASTM cap sheet                  |
| Valleys                      | 26-gauge flashing over 36" wide No.72 ASTM cap sheet |
| Gutters                      | Gutter guard/cover                                   |
| <b>Attic Ventilation:</b>    |                                                      |
| Screening                    | Fire Marshal/ASTM E2886 listed                       |
| Dormer Vent                  | 1/16" to 1/8" noncombustible                         |
| Eaves                        | Protected underside                                  |
| <b>Exterior Wall:</b>        |                                                      |
| Wall                         | Noncombustible or fire rated materials               |
| Glazing                      | 20-minute or tempered                                |
| Doors                        | 1-3/8" thick noncombustible or solid-core            |
| <b>Decking:</b>              |                                                      |
| Exterior patios, decks, etc. | Noncombustible, heavy-timber, or equal               |
| <b>Brush Clearing:</b>       |                                                      |
| Defensible Space             | Vegetation management within 100' of structure       |

#### **Retrofit Triggers and City Enforcement Role:**

While the updated ordinance does not impose retrofit requirements on existing structures, certain wildfire hardening measures are triggered when improvements are proposed. Under California Building Code Chapter 7A and California Residential Code Chapter R337, the following thresholds apply:

- **Partial Improvements:** When specific building components—such as roofing, attic ventilation, exterior walls, decking, or glazing—are replaced or modified, those elements must comply with current wildfire-resistant construction standards, even if the remainder of the structure remains unchanged.
- **Major Alterations:** If more than 50 percent of the total roof area is replaced within any 12-month period, the entire roof must be upgraded to a Class A fire-resistant system in accordance with CBC Section 705A. Additionally, any vent, wall, or eave work within the project scope must meet Chapter 7A standards.
- **New Construction and Substantial Remodels:** All new buildings, additions, and substantial remodels located within the VHFHSZ must comply fully with Chapter 7A and R337 requirements for exterior wildfire exposure.

Defensible space and vegetation management requirements, including those for Zones 1 and 2, remain applicable to existing structures pursuant to Public Resources Code

Section 4291 and Title 14, Section 1299.03 of the California Code of Regulations, regardless of construction activity.

With respect to Zone 0, which designates the first five feet around a structure as an ember-resistant zone, CAL FIRE has initiated rulemaking as directed by Assembly Bill 3074 (2020). While final regulations and implementation timelines are still pending, local jurisdictions are anticipated to play a key role in enforcement. Once adopted, Zone 0 requirements will supplement existing brush clearance standards by prohibiting combustible vegetation and materials within five feet of any structure in the VHFHSZ.

The City of Diamond Bar may be responsible for implementing these new provisions through building inspections, code enforcement, public education, and coordination with CAL FIRE. Staff will monitor regulatory developments and return to the City Council with proposed amendments or program recommendations as needed to support Zone 0 compliance and wildfire resilience.

#### **ENVIRONMENTAL REVIEW:**

The proposed ordinance does not constitute a project under the California Environmental Quality Act (CEQA), as defined by CEQA Guidelines Section 15378(b). Accordingly, the adoption is exempt from CEQA.

#### **LEGAL REVIEW:**

The City Attorney has reviewed and approved the Ordinance as to form.

#### **NOTICE OF PUBLIC HEARING:**

In compliance with Government Code Section 50022.3, a Notice of Public Hearing will be published in the San Gabriel Valley Tribune at least 10 days prior to the scheduled hearing on August 5, 2025.

#### **PREPARED BY:**



Greg Gubman, Community Development Director

7/15/2025

#### **REVIEWED BY:**



Greg Gubman, Community Development Director

7/13/2025

Attachments:

1. 7.1.a Ordinance No. 02 (2025) - 2025 Fire Zone Map Updates
2. 7.1.b Diamond Bar Fire Hazard Severity Zones, updated 3/24/25

## ORDINANCE NO. 02 (2025)

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR DESIGNATING VERY HIGH FIRE HAZARD SEVERITY ZONES IN ACCORDANCE WITH STATE LAW AND AMENDING THE DIAMOND BAR CITY CODE.

**WHEREAS**, the State Fire Marshal has identified areas within the City of Diamond Bar that fall within Very High Fire Hazard Severity Zones (VHFHSZ) as recommended by the California Department of Forestry and Fire Protection pursuant to California Government Code Section 51178; and

**WHEREAS**, Government Code Section 51179 requires that local agencies designate, by ordinance, Very High Fire Hazard Severity Zones within 120 days of receiving recommendations from the State Fire Marshal; and

**WHEREAS**, the City of Diamond Bar received updated VHFHSZ recommendations for its Local Responsibility Area (LRA) from the California Department of Forestry and Fire Protection, as depicted on the map titled Very High Fire Hazard Severity Zones in Local Responsibility Area (LRA) for Diamond Bar, dated March 24, 2025; and

**WHEREAS**, the proposed ordinance does not constitute a project under the California Environmental Quality Act (CEQA), as defined by CEQA Guidelines Section 15378(b). Accordingly, the adoption is exempt from CEQA; and

**WHEREAS**, the City introduced for first reading this Ordinance on July 15, 2025, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the codes and standards identified in this Ordinance as amended herein.

**WHEREAS**, the City held public hearing on \_\_\_\_\_, 2025, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the codes and standards identified in this Ordinance as amended herein.

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

**NOW THEREFORE**, the City Council of the City of Diamond Bar hereby ordains as follows:

**Section 1.** Section 15.00.3220(4) of the Diamond Bar Municipal Code is amended to read as follows:

(4) *Fire Hazard Severity Zone Amended.*

The City Council hereby designates Very High Fire Hazard Severity Zones as



recommended by the Director of the California Department of Forestry and Fire Protection and as shown on the map titled Very High Fire Hazard Severity Zones in Local Responsibility Area (LRA) for Diamond Bar prepared by the Fire and Resource Assessment Program (FRAP), dated March 24, 2025. This map shall be retained on file in the office of the Building Official and made available for public inspection.

**Section 2.** This ordinance shall take effect 30-days after adoption.

**PASSED AND ADOPTED**, at a regular meeting of the City Council of the City of Diamond Bar on the \_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF DIAMOND BAR**

\_\_\_\_\_  
Chia Yu Teng, Mayor

**ATTEST:**

I, Kristina Santana, City Clerk of the City of Diamond Bar, California, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council held on the 15<sup>th</sup> day of July, 2025, and was duly passed and adopted at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2025, by the following vote:

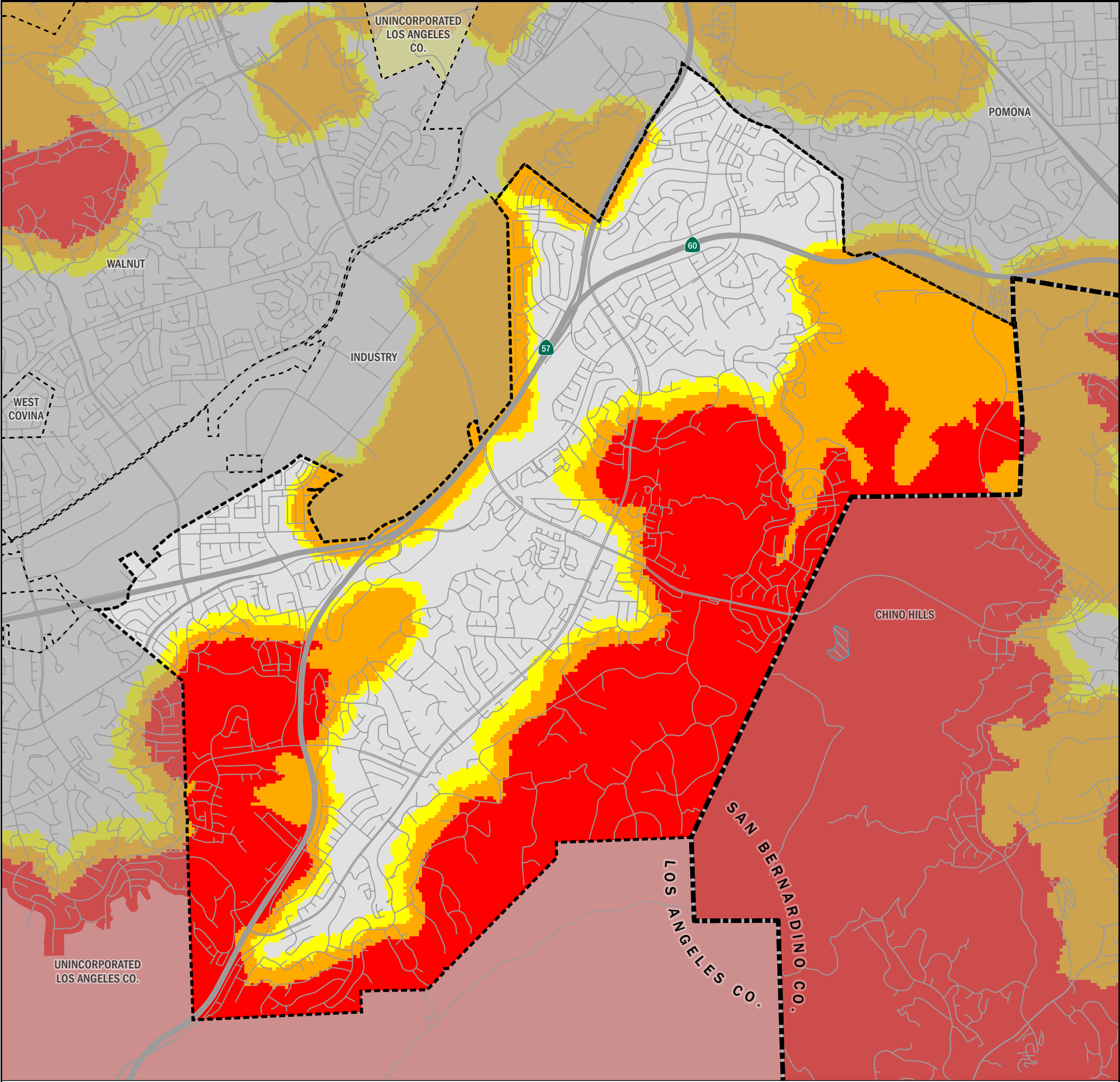
|          |                 |
|----------|-----------------|
| AYES:    | COUNCILMEMBERS: |
| NOES:    | COUNCILMEMBERS: |
| ABSENT:  | COUNCILMEMBERS: |
| ABSTAIN: | COUNCILMEMBERS: |

\_\_\_\_\_  
Kristina Santana, City Clerk



# Local Responsibility Area Fire Hazard Severity Zones

As Identified by the  
State Fire Marshal  
March 24, 2025



**Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal**

Very High High Moderate

**Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024**

Very High High Moderate

Mi 0 1 2  
Km 0 1 2 3

Projection: NAD 83 California Teale Albers  
Scale: 1:41,000 at 11" x 17"

Incorporated City   Waterbody

  Unzoned LRA

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent

statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather,

and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California  
Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency  
Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection  
Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:  
CAL FIRE Fire Hazard Severity Zones (FHSZSRA23\_3, FHSZLRA\_25\_1)  
CAL FIRE State Responsibility Areas (SRA25\_1)  
City and County boundaries as of 10/22/24 (CA Board of Equalization)