City of Diamond Bar
City Council
Agenda

Steve Tye, Mayor
Ruth M. Low, Mayor Pro Tem
Andrew Chou, Council Member
Stan Liu, Council Member
Chia Yu Teng, Council Member

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

Meeting Date: Tuesday, April 21, 2026

Closed Session 4:45 p.m., Room CC-8
Regular Meeting 6:30 p.m., Main Auditorium

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

WELCOME TO A MEETING OF THE DIAMOND BAR CITY COUNCIL

Meetings are open to the public, and you are invited to attend and participate.

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 and on the City's website. The City Council may take action on any item listed on the agenda.

HOW TO ACCESS THE MEETING REMOTELY

Television:	Spectrum Cable Channel 3 and Frontier FiOS television Channel 47
Internet:	City's YouTube Channel (diamondbarca.gov/youtube)
Listen-Only:	Call +1 (213) 929-4212, Access Code: 831-572-859
Participate:	Join Go To Webinar (https://attendee.gotowebinar.com/register/6450867060730151518)

RESOURCES
Copies of agendas and agenda packets are on file and available for public inspection at the City Clerk's Office at 21810 Copley Drive, Diamond Bar, CA 91765 or online at www.diamondbarca.gov/agendas. For more information about agendas or rules of the City Council, please email the City Clerk's office (cityclerk@diamondbarca.gov) or call 909-839-7010.

AMERICANS WITH DISABILITY ACT ACCOMMODATION
In compliance with the Americans with Disabilities Act, if you need special assistance, a disability-related modification or accommodation, agenda materials in an alternative format, or auxiliary aids to participate in this meeting, please email the City Clerk's office (cityclerk@diamondbarca.gov) or call 909-839-7010 as soon as possible. Providing at least 72 hours' notice will help ensure that reasonable arrangements can be made.

PUBLIC INPUT
The public may provide public comment by attending the meeting in person, by sending an email, or by logging into the teleconference. Please email public comments to the City Clerk

(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 City Council Members, noted for the record at the meeting, and posted on the City's official agenda webpage: www.diamondbarca.gov/agendas. 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.

Speakers are limited to five (5) 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. Any material to be submitted to the City Council at the meeting should be submitted through the City Clerk.

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.

LIVE MEETING NOTICE

This meeting is being video recorded and by participating you are giving your permission to be televised. This meeting will be rebroadcast every Saturday and Sunday at 9:00 a.m. and alternate Tuesdays at 8:00 p.m.

1. CLOSED SESSION:

4:45 p.m., CC-8 Conference Room, In Person ONLY - no teleconference

CLOSED SESSION PUBLIC COMMENT:

The Public Comment portion of the City Council Closed Session is limited to matters appearing on the Closed Session. Additional opportunities for further Public Comment will be given during the regular meeting.

Conference with Legal Counsel

PUBLIC EMPLOYMENT
Pursuant to Govt. Code 54957(b)
Title: City Manager.

2. CALL TO ORDER: 6:30 p.m., Main Auditorium

PLEDGE OF ALLEGIANCE: Mayor Tye

INVOCATION: Pastor Tino Cordova, United Church of Christ

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

APPROVAL OF AGENDA: Mayor Tye

3. SPECIAL PRESENTATIONS, CERTIFICATES, PROCLAMATIONS:

3.1 Proclamation Declaring April as Read Together Diamond Bar Month.

3.2 Proclamation Declaring May as Water Awareness Month.

3.3 Certificates of Recognition for the California Junior Scholarship Federation.

4. CITY MANAGER REPORTS AND RECOMMENDATIONS:

5. 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.

6. SCHEDULE OF FUTURE EVENTS:

6.1 Free Catalytic Converter Etching - April 22, 2026, 9:00 - 11:00 a.m., Calvary Chapel Golden Springs, 22324 Golden Springs Dr.

6.2 Earth Day Celebration - April 25, 2026, 10:00 a.m. - 2:00 p.m., South Coast Air Quality

Management District - Parking Lot, 21865 Copley Dr.

6.3 Planning Commission Meeting - April 28, 2026, 6:30 p.m., City Hall Windmill Room, 21810 Copley Dr.

6.4 Coffee with a Cop - May 2, 2026, 8:00 - 10:00 a.m., Bageloo, 1200 S. Diamond Bar Blvd., #102

6.5 City Council Meeting - May 5, 2026, 6:30 p.m., South Coast Air Quality Management District - Auditorium, 21865 Copley Dr.

7. 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 City Council Member or member of the public request otherwise, in which case, the item will be removed for separate consideration.

7.1 City Council Minutes of the April 7, 2026 Regular Meeting.

Recommended Action:
Approve the April 7, 2026 Regular City Council Meeting Minutes.

7.2 Ratification of Check Register Dated March 25, 2026 through April 7, 2026 totaling $1,193,664.17.

Recommended Action:
Ratify the Check Register.

7.3 Arbor Day Proclamation.

Recommended Action:
Adopt a Proclamation declaring April 25, 2026 as Arbor Day.

7.4 Agreement with Willdan Financial Services to prepare a Development Impact Fee Study.

Recommended Action:
Approve, and authorize the City Manager to sign, a Consultant Services Agreement with Willdan Financial Services for a not-to-exceed amount of $73,500 for the preparation of a Development Impact Fee Study.

7.5 Purchase of a F5 BIG-IP VPN Appliance.

Recommended Action:
Approve and authorize the City Manager to issue a purchase order to GovConnection, Inc. for the purchase of a F5 BIG-IP VPN Appliance with Service and Support in the not-to-exceed amount of $21,683.01.

7.6 Acceptance of a MUSCO Mini-Pitch System Donation at Pantera Park.

Recommended Action:
A. Approve, and authorize the City Manager to sign, the Memorandum of Understanding with MUSCO Lighting LLC. for improvements at Pantera Park; and
B. Appropriate $17,000 from the Park Development Fund (262) for the procurement and installation of two Bison basketball hoops.

7.7 Agreement with the Los Angeles County Metropolitan Transportation Authority for the Fulfillment of Unprogrammed Federal Surface Transportation Program — Local Funds.

Recommended Action:

A. Determine that approving the fund exchange agreement and allocating the fund to the Project, are exempt from the California Environmental Quality Act (CEQA) under Section 15301(c) of the CEQA Guidelines;
B. Approve, and authorize the City Manager to sign, the Fulfillment Agreement with the Los Angeles County Metropolitan Authority for the STP-L fund of the Diamond Bar Complete Streets Project in a not-to-exceed amount of $1,166,000; and
C. Approve and authorize changes to the funding for the Project as provided.

8. PUBLIC HEARINGS: None.

9. COUNCIL CONSIDERATION:

9.1 Amendments to the Diamond Bar City Code Prohibiting Camping on Public Places and Interfering with Public Access.

Recommended Action:
Approve for first reading by title only, waive full reading of Ordinance No. 05 (2026), and schedule for second reading and adoption at the next regularly scheduled City Council meeting on May 5, 2026:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR REPEALING DIAMOND BAR CITY CODE SECTION 10.16.115 AND ADDING CHAPTER 8.28 TO TITLE 8 OF THE DIAMOND BAR CITY CODE TO PROHIBIT CAMPING ON PUBLIC PLACES AND INTERFERING WITH PUBLIC ACCESS.

10. COUNCIL SUB-COMMITTEE REPORTS AND MEETING ATTENDANCE REPORTS:

11. ADJOURNMENT:

CERTIFICATION
I, Kristina Santana, MMC, City Clerk, City of Diamond Bar, hereby certify, under penalty of perjury under the laws of the State of California that the foregoing notice was posted pursuant to Government Code Section 54950 Et. Seq., not less than 72 hours prior to the meeting, at the following locations: Diamond Bar City Hall Kiosk, Diamond Bar City Hall Bulletin Board, City website: www.diamondbarca.gov, and Diamond Bar Library.

Kristina Santana, MMC
City Clerk
Date Posted: April 16, 2026

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: City Council Minutes of the April 7, 2026 Regular Meeting.

STRATEGIC GOAL: Open, Engaged and Responsive Government

RECOMMENDATION:

Approve the April 7, 2026 Regular City Council Meeting Minutes.

FINANCIAL IMPACT:

None.

BACKGROUND:

Government Code Section 36814 mandates the City Clerk to keep an accurate record of the City Council's proceedings.

ANALYSIS:

Minutes have been prepared and are being presented for approval.

PREPARED BY:

Kristina Santana, City Clerk, City Clerk's Office

ATTACHMENTS:

1. April 7, 2026 City Council Regular Meeting Minutes

CITY OF DIAMOND BAR
MINUTES OF THE CITY COUNCIL CLOSED SESSION AND REGULAR MEETING
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT/CC-8/MAIN AUDITORIUM
21865 COPLEY DRIVE, DIAMOND BAR, CA 91765
APRIL 7, 2026

1. CLOSED SESSION: Mayor Tye opened the Closed Session at 5:30 p.m. Council Member Chou was absent.

Conference With Legal Counsel
PUBLIC EMPLOYMENT
Pursuant to Govt. Code 54957(b)
Title: City Manager.

There were no public comments provided.

No reportable action was taken.

Mayor Tye adjourned the Closed Session at 6:11 p.m.

2. CALL TO ORDER: Mayor Tye called the Regular City Council meeting to order at 6:32 p.m. in the South Coast Air Quality Management District Main Auditorium, 21865 Copley Drive, Diamond Bar, CA 91765.

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Low led the Pledge of Allegiance.

INVOCATION: None.

ROLL CALL: Council Members Stan Liu, Chia Yu Teng, Mayor Pro Tem Ruth M. Low, Mayor Steve Tye

Absent: Council Member Andrew Chou

Staff present in person: Dan Fox, City Manager; Omar Sandoval, City Attorney; Anthony Santos, Assistant to the City Manager; Amy Haug, Human Resources/Risk Management Director; David Liu, Public Works Director/City Engineer; Nicholas Delgado, Management Analyst; Cecilia Arellano, Community Relations Manager; Joan Cruz, Administrative Coordinator; Kristina Santana, City Clerk.

Staff present telephonically: Grace Lee, Planning Manager; Mayuko Nakajima, Senior Planner.

Others present: Nancy Farias, Deputy, Diamond Bar/Walnut Sheriff's Station; Stephen Tousey, Captain, Diamond Bar/Walnut Sheriff's Station; William Gamble, Assistant Fire Chief, Los Angeles County Fire Department.

APPROVAL OF AGENDA: CA/Sandoval announced that the City Council met in Closed Session and there was no reportable action taken. CM/Fox confirmed there were no changes made to the agenda. Mayor Tye approved the

agenda as presented.

3. SPECIAL PRESENTATIONS, CERTIFICATES, PROCLAMATIONS:

3.1 Miss Diamond Bar Court.
The City Council presented certificates of recognition to the outgoing court and a City Tile to the outgoing Miss Diamond Bar.

3.2 Certificates of Recognition for 2025-2026 VEX V5 Robotics Competition.
The City Council presented certificates of recognition to the student competitors.

3.3 LA County Sanitation District – Prop 218 Rate Increase Presentation.
Felicia Petrie, LA County Sanitation District Assistant Departmental Engineer provided the community with information about the District's proposed rate increase.

4. CITY MANAGER REPORTS AND RECOMMENDATIONS:

CM/Fox confirmed that there were no further reports.

5. PUBLIC COMMENTS:

The following provided public comments:

Cynthia Yu, Diamond Bar Library Manager

CC/Santana reported that no emails and were submitted for public comment, and no guests on the teleconference line requested to speak under Public Comments.

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

7. CONSENT CALENDAR: MPT/Low moved, C/Liu seconded, to approve the Consent Calendar. Motion carried 4-0 by the following Roll Call vote:

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

7.1 Approved March 17, 2026 City Council Regular Meeting Minutes.

7.2 Ratified Check Register Dated March 11, 2026 through March 24, 2026 Totaling $1,001,937.32.

7.3 Adopted Ordinance No. 04 (2026) – Objective Design Standards,

Development Code Amendment No. PL2024-51 entitled:

AN ORDINANCE OF THE CITY OF DIAMOND BAR AMENDING TITLE 22 OF THE DIAMOND BAR MUNICIPAL CODE ("DEVELOPMENT CODE"), ADDING CHAPTER 22.19 TO ESTABLISH MULTIFAMILY AND MIXED-USE RESIDENTIAL OBJECTIVE DESIGN STANDARDS (“ODS”) IN ACCORDANCE WITH STATE HOUSING LAW - PLANNING CASE NO. PL2024-51.

7.4 Adopted Resolution Nos. 2026-08, 2026-09, and 2026-10 ordering the preparation of Engineer’s Reports related to maintenance of improvement in Landscape Assessment District Nos. 38, 39-2022, and 41-2021 for Fiscal Year 2026-27.

7.5 Approved the Full Exoneration of Surety Bond No. 1001130064 for Sewer Improvements, Surety Bond No. 1001130066 for Grading and Paving Improvements, and Surety Bond No. 1001130067 for Storm Drain Improvements Related to Parcel Map 82066 (Brea Canyon Business Park) located at the 850 S. Brea Canyon Road.

8. PUBLIC HEARINGS: None.

9. COUNCIL CONSIDERATION: None.

10. 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 Teng reported attending the San Gabriel Valley Economic Partnership 2026 Forecast Meeting.

Mayor Pro Tem Low reported attending the San Gabriel Valley Council of Governments’ Capital Projects and Construction Committee meeting.

11. ADJOURNMENT: With no further business to conduct, M/Tye adjourned the Regular City Council Meeting at 7:09 p.m.

Respectfully Submitted,

_____

Kristina Santana, City Clerk

The foregoing minutes are hereby approved this 21st day of April, 2026.

_____
Steve Tye, Mayor

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Ratification of Check Register Dated March 25, 2026 through April 7, 2026 totaling $1,193,664.17.

STRATEGIC GOAL: Open, Engaged and Responsive Government

RECOMMENDATION:

Ratify the Check Register.

FINANCIAL IMPACT:

Expenditure of $1,193,664.17.

BACKGROUND:

The City has established the policy of issuing accounts payable checks on a bi-weekly basis with City Council ratification at the next scheduled City Council Meeting. The attached check register containing checks dated March 25, 2026 through April 7, 2026 totaling $1,193,664.17 is being presented for ratification.

ANALYSIS:

All payments have been made in compliance with the City's purchasing policies and procedures. The attached Affidavit affirms that the check register has been audited and deemed accurate.

PREPARED BY:

Luisa Allen, Senior Accounting Technician, Finance

ATTACHMENTS:

1. Check Register Affidavit 4-21-2026
2. Check Register 4-21-2026

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 March 25, 2026 through April 7, 2026 has been audited and is certified as accurate. Payments have been allowed from the following funds in these amounts:

Description	Amount
General Fund	$1,015,633.19
Measure W Local Return Fund	$670.59
Measure M Local Return Fund	$155.05
Measure R Local Return Fund	$93.04
Prop A Transit Tax Fund	$5,804.47
Prop C Transit Tax Fund	$35,151.21
LLAD 38 Fund	$928.27
LLAD 41 Fund	$448.37
LLAD 39 Fund	$561.62
Pooled Cash Fund	$16,658.17
Integrated Waste Mgmt - AB939	$24,523.11
Capital Imprv Project Fund	$1,705.57
Vehicle Maint & Equip Fund	$680.51
Used Oil Fund	$960.00
Homelessness Response Fund	$280.00
Community Dev Block Grant Fund	$55,761.00
PLHA Fund	$12,350.00
Equip Maint & Replacement Fund	$21,300.00
	$1,193,664.17

Signed:

Andrea Campbell

Finance Supervisor
Andrea Campbell

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
18547	3/30/2026	SOUTHERN CALIFORNIA EDISON		D38/ 652 S BREA CYN RD (022326-032326)	238638	52210	$15.16
						CHECK TOTAL	**$15.16**
18548	3/30/2026	SOUTHERN CALIFORNIA EDISON		PARKS (DIAMOND CYN PARK 022426-032426)	100630	52210	$92.03
						CHECK TOTAL	**$92.03**
18549	3/30/2026	SOUTHERN CALIFORNIA EDISON		D38/ 858 S BREA CYN RD (022326-032326)	238638	52210	$17.88
						CHECK TOTAL	**$17.88**
18550	3/27/2026	TASC		FLEX SPENDING MEDICAL/CHILDCARE 03/27/2026	201	21118	$4.75
	3/27/2026	TASC		FLEX SPENDING MEDICAL/CHILDCARE 03/27/2026	238	21118	$6.54
	3/27/2026	TASC		FLEX SPENDING MEDICAL/CHILDCARE 03/27/2026	239	21118	$6.54
	3/27/2026	TASC		FLEX SPENDING MEDICAL/CHILDCARE 03/27/2026	241	21118	$6.54
	3/27/2026	TASC		FLEX SPENDING MEDICAL/CHILDCARE 03/27/2026	250	21118	$29.45
	3/27/2026	TASC		FLEX SPENDING MEDICAL/CHILDCARE 03/27/2026	207	21118	$54.32
	3/27/2026	TASC		FLEX SPENDING MEDICAL/CHILDCARE 03/27/2026	206	21118	$127.41
	3/27/2026	TASC		FLEX SPENDING MEDICAL/CHILDCARE 03/27/2026	100	21118	$1,935.48
						CHECK TOTAL	**$2,171.03**
18551	3/27/2026	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 03/27/2026	239	21109	$124.99
	3/27/2026	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 03/27/2026	241	21109	$124.99
	3/27/2026	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 03/27/2026	201	21109	$142.75

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	3/27/2026	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 03/27/2026	238	21109	$250.01
	3/27/2026	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 03/27/2026	250	21109	$374.65
	3/27/2026	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 03/27/2026	206	21109	$494.52
	3/27/2026	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 03/27/2026	207	21109	$690.26
	3/27/2026	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 03/27/2026	100	21109	$14,082.80
						CHECK TOTAL	**$16,284.97**
18552	3/27/2026	CALPERS		PENSION CONTRIBUTION 3/7/26-3/20/26 & 03/1-31/2026	204	21110	$93.04
	3/27/2026	CALPERS		PENSION CONTRIBUTION 3/7/26-3/20/26 & 03/1-31/2026	203	21110	$155.05
	3/27/2026	CALPERS		PENSION CONTRIBUTION 3/7/26-3/20/26 & 03/1-31/2026	239	21110	$156.12
	3/27/2026	CALPERS		PENSION CONTRIBUTION 3/7/26-3/20/26 & 03/1-31/2026	241	21110	$156.12
	3/27/2026	CALPERS		PENSION CONTRIBUTION 3/7/26-3/20/26 & 03/1-31/2026	238	21110	$246.57
	3/27/2026	CALPERS		PENSION CONTRIBUTION 3/7/26-3/20/26 & 03/1-31/2026	201	21110	$523.09
	3/27/2026	CALPERS		PENSION CONTRIBUTION 3/7/26-3/20/26 & 03/1-31/2026	207	21110	$1,448.11
	3/27/2026	CALPERS		PENSION CONTRIBUTION 3/7/26-3/20/26 & 03/1-31/2026	206	21110	$1,705.36
	3/27/2026	CALPERS		PENSION CONTRIBUTION 3/7/26-3/20/26 & 03/1-31/2026	250	21110	$2,184.27
	3/27/2026	CALPERS		PENSION CONTRIBUTION 3/7/26-3/20/26 & 03/1-31/2026	100	21110	$46,600.62
						CHECK TOTAL	**$53,268.35**
18553	4/1/2026	SOUTHERN CALIFORNIA EDISON		PARKS (022726-032926)	100630	52210	$4,611.63
						CHECK TOTAL	**$4,611.63**

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
18554	4/1/2026	SOUTHERN CALIFORNIA EDISON		D39 PED (022726-032926)	239639	52210	$273.97
						CHECK TOTAL	**$273.97**
18555	4/1/2026	SOUTHERN CALIFORNIA EDISON		D38 PED (022726-032926)	238638	52210	$392.11
						CHECK TOTAL	**$392.11**
18556	4/1/2026	SOUTHERN CALIFORNIA EDISON		D41 PED (02726-032926)	241641	52210	$160.72
						CHECK TOTAL	**$160.72**
18557	4/2/2026	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 3564 S BREA CYN BPED - LS-3	100655	52210	$89.03
						CHECK TOTAL	**$89.03**
18558	4/2/2026	SOUTHERN CALIFORNIA EDISON		GS-1 - 2838 S DBB PED - GS-1	100655	52210	$106.09
						CHECK TOTAL	**$106.09**
18559	4/2/2026	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 2746 BREA CYN BPED - LS-3	100655	52210	$161.88
						CHECK TOTAL	**$161.88**
18560	4/2/2026	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 1611 S BREA CYN - TC-1	100655	52210	$80.52
						CHECK TOTAL	**$80.52**
18561	4/2/2026	SOUTHERN CALIFORNIA EDISON		GS-1 - 1215 S BREA CYN - GS-1	100655	52210	$90.33
						CHECK TOTAL	**$90.33**
18562	4/2/2026	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 801 S LEMON/VARIOUS - TC-1	100655	52210	$326.13
						CHECK TOTAL	**$326.13**
18563	4/2/2026	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 717 GRAND AVE. - TC-1	100655	52210	$165.11
						CHECK TOTAL	**$165.11**
18564	4/2/2026	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 20791 GOLDEN SPRINGS - TC-1	100655	52210	$139.93
						CHECK TOTAL	**$139.93**
18565	4/2/2026	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 20781 PATHFINDER RD - TC-1	100655	52210	$128.09
						CHECK TOTAL	**$128.09**
18566	4/2/2026	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 20439 GOLDEN SPRINGS PED - TC-1	100655	52210	$131.88

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$131.88**
18567	4/2/2026	SOUTHERN CALIFORNIA EDISON		GS-1 - 23331 GOLDEN SPRINGS PED - GS-1	100655	52210	$88.29
						CHECK TOTAL	**$88.29**
18568	4/2/2026	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 21250 GOLDEN SPRINGS PED - TC-1	100655	52210	$98.64
						CHECK TOTAL	**$98.64**
18586	4/7/2026	ALL CITY MANAGEMENT SERVICES INC		CROSSING GUARD SERVICES - 3/1/26-3/14/26	100310	55412	$13,485.99
						CHECK TOTAL	**$13,485.99**
18587	4/7/2026	AMERICOMP TONER & REPAIR LLC		MAINTENANCE FOR COPIERS/PRINTERS - 4TH QTR	100230	55000	$2,275.75
						CHECK TOTAL	**$2,275.75**
18588	4/7/2026	ANDREW WONG		STIPEND - PARKS AND RECREATION COMMISSION MEETING 3.26.26	100520	52525	$45.00
						CHECK TOTAL	**$45.00**
18589	4/7/2026	ARCHITERRA INC		PLAN CHECK REVIEW PL2024-39 - 780 BREA CANYON ROAD	100	22107	$218.75
	4/7/2026	ARCHITERRA INC		PLAN CHECK REVIEW PL2012-399	100	22107	$531.25
						CHECK TOTAL	**$750.00**
18590	4/7/2026	BELLFLOWER AUTOMOTIVE INC		FLEET VEHICLE MAINTENANCE (LIC#1363853)	502620	52312	$680.51
						CHECK TOTAL	**$680.51**
18591	4/7/2026	JOHN E BISHOP		INSTRUCTOR PAYMENT - MARTIAL ARTS - WS26	100520	55320	$150.00
						CHECK TOTAL	**$150.00**
18592	4/7/2026	COCO SUTZE CHENG		INSTRUCTOR PAYMENT - FITNESS - WS 26	100520	55320	$228.00
						CHECK TOTAL	**$228.00**
18593	4/7/2026	CREATE A PARTY INC		EARTH DAY EVENT SUPPLIES & SERVICES	250170	51200	$2,606.70
						CHECK TOTAL	**$2,606.70**
18594	4/7/2026	CYNTHIA T QUAN		STIPEND - PARKS AND RECREATION COMMISSION MEETING 3.26.26	100520	52525	$45.00
						CHECK TOTAL	**$45.00**

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
18595	4/7/2026	DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS INC		CITYWIDE LANDSCAPE ASSESSMENT	250170	54900	$15,760.00
						CHECK TOTAL	**$15,760.00**
18596	4/7/2026	DDS LEARNING SYSTEMS INC		INSTRUCTOR PAYMENT - COMPUTER - WS26	100520	55320	$270.00
						CHECK TOTAL	**$270.00**
18597	4/7/2026	DEVANG S MEHTA		STIPEND - PARKS AND RECREATION COMMISSION MEETING 3.26.26	100520	52525	$45.00
						CHECK TOTAL	**$45.00**
18598	4/7/2026	DISCOVERY SCIENCE CENTER OF ORANGE		ENVIRONMENTAL EDUCATION	250170	54900	$774.00
						CHECK TOTAL	**$774.00**
18599	4/7/2026	EDUARDO SALCIDO		EARTH DAY DJ/MIC/SPEAKER SERVICES	250170	54900	$850.00
						CHECK TOTAL	**$850.00**
18600	4/7/2026	FRANCOISE S ZAMBRA		INSTRUCTOR PAYMENT - FITNESS - WS 26	100520	55320	$48.00
						CHECK TOTAL	**$48.00**
18601	4/7/2026	GATEWAY CORP CENTER ASSOC		RETROACTIVE FEES/ADJUSTMENTS ASSOC DUES FY 25-26	100620	52400	$2,489.22
						CHECK TOTAL	**$2,489.22**
18602	4/7/2026	GERALDINE KELLER		INSTRUCTOR PAYMENT - CULINARY - WS 26	100520	55320	$36.00
						CHECK TOTAL	**$36.00**
18603	4/7/2026	GO LIVE TECHNOLOGY INC		PS - ELM PROJECT MGMT HOURS - FEB 2026	503230	56135	$7,875.00
	4/7/2026	GO LIVE TECHNOLOGY INC		ELM PROJECT MGMT - MAR 2026	503230	56135	$8,625.00
						CHECK TOTAL	**$16,500.00**
18604	4/7/2026	GOTO COMMUNICATIONS INC		CITYWIDE ANALOG PHONE SYSTEM - APR 2026	100230	52200	$2,742.99
						CHECK TOTAL	**$2,742.99**
18605	4/7/2026	WOODS MAINTENANCE SERVICES INC		GRAFFITI REMOVAL - MARCH 2026	100430	55540	$3,655.00
	4/7/2026	WOODS MAINTENANCE SERVICES INC		HOMELESS ENCAMPMENT CLEANUP 3.26.26	107130	55000	$280.00
						CHECK TOTAL	**$3,935.00**

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
18606	4/7/2026	HANSON BRIDGETT LLP		LEGAL SERVICES - SEWER DISTRICT	100120	54022	$13,606.65
						CHECK TOTAL	**$13,606.65**
18607	4/7/2026	HEATHER JEN CHANG		CONTRACT CLASS - YOUTH ART	100520	55320	$498.00
						CHECK TOTAL	**$498.00**
18608	4/7/2026	HERMAN AU PHOTOGRAPHY		PHOTO BOOTH SERVICES FOR BREAKFAST WITH THE BUNNY	100520	55300	$934.15
						CHECK TOTAL	**$934.15**
18609	4/7/2026	HINDERLITER DE LLAMAS & ASSOCIATES		CONTRACT SERVICES-SALES TAX JAN-MAR 2026	100210	54900	$246.44
	4/7/2026	HINDERLITER DE LLAMAS & ASSOCIATES		CONTRACT SERVICES-SALES TAX JAN-MAR 2026	100210	54010	$900.00
						CHECK TOTAL	**$1,146.44**
18610	4/7/2026	HODGMAN ENTERPRISES		PRINTING AND MAILING OF 36-PAGE SUMMER REC GUIDE	100240	52110	$15,792.64
						CHECK TOTAL	**$15,792.64**
18611	4/7/2026	HOME DEPOT CREDIT SERVICES		PARK SUPPLIES (PADLOCKS JW032526)	100630	51200	$163.73
						CHECK TOTAL	**$163.73**
18612	4/7/2026	JAMES EVENT PRODUCTION INC		ENTERTAINMENT FOR PATRIOTIC CONCERTS	100520	55300	$3,125.00
	4/7/2026	JAMES EVENT PRODUCTION INC		ENTERTAINMENT FOR HALLOWEEN PARTY	100520	55300	$1,450.00
						CHECK TOTAL	**$4,575.00**
18613	4/7/2026	JOSE RUEL DIRA		GIS SUPPORT - 1/31/26 - 2/27/26	100230	54900	$2,881.86
						CHECK TOTAL	**$2,881.86**
18614	4/7/2026	KALIBER ROOFING INC		CDBG HIP 318 - TSE - 24410 STAR CT.	225440	55570	$18,990.00
						CHECK TOTAL	**$18,990.00**
18615	4/7/2026	KENS HARDWARE		ROAD MAINTENANCE SUPPLIES (JF 032326)	100655	51250	$31.59
	4/7/2026	KENS HARDWARE		ROAD MAINT SUPPLIES (JG 032626)	100655	51250	$80.04
	4/7/2026	KENS HARDWARE		ROAD MAINT SUPPLIES (JF 032626)	100655	51250	$38.37
						CHECK TOTAL	**$150.00**
18616	4/7/2026	KEVIN Y OH		FINAL - FOOD FOR BREAKFAST WITH THE BUNNY	100520	55300	$1,464.02

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$1,464.02**
18617	4/7/2026	LA COUNTY ASSESSOR OFFICE		SBF ABSTRACT - FEB 2026	100230	52314	$200.00
						CHECK TOTAL	**$200.00**
18618	4/7/2026	LOOMIS		COURIER SERVICES - MARCH 2026	100210	54900	$831.52
	4/7/2026	LOOMIS		COURIER SERVICES - MARCH 2026	100510	54900	$831.52
						CHECK TOTAL	**$1,663.04**
18619	4/7/2026	LOS ANGELES COUNTY SHERIFF'S DEPT		FY2025-26 SHERIFF DEPT GEN LAW JAN 2026	100310	55400	$716,922.82
						CHECK TOTAL	**$716,922.82**
18620	4/7/2026	MANUEL REYES		SENIOR SOFTBALL UMPIRE FEES	100520	51200	$2,034.00
						CHECK TOTAL	**$2,034.00**
18621	4/7/2026	MARY BASHFORD		HIP CDBG LI/YUAN - 3318 BENT TWIG LANE	225440	55570	$23,836.00
						CHECK TOTAL	**$23,836.00**
18622	4/7/2026	METROLINK		METROLINK PASSES - MARCH 2026	206650	55610	$695.50
	4/7/2026	METROLINK		METROLINK PASSES - MARCH 2026	206650	55620	$2,782.00
						CHECK TOTAL	**$3,477.50**
18623	4/7/2026	MICHAEL BAKER INTERNATIONAL INC		CANYON LOOP TRAIL -HMMP PROJECT MANAGER	301630	56104	$1,705.57
						CHECK TOTAL	**$1,705.57**
18624	4/7/2026	MMASC		MMASC RENEWAL	250170	52400	$125.00
						CHECK TOTAL	**$125.00**
18625	4/7/2026	MONICA FLORES		INSTRUCTOR PAYMENT- EDUCATION - WS 26	100520	55320	$234.00
						CHECK TOTAL	**$234.00**
18626	4/7/2026	MOSS CONSULTING		PLHA HIP AND CHIP ADMINISTRATIVE SERVICES YEAR 2	224440	54900	$10,400.00
	4/7/2026	MOSS CONSULTING		PLHA HIP AND CHIP ADMINISTRATIVE SERVICES YEAR 3	224440	54900	$1,950.00
	4/7/2026	MOSS CONSULTING		CDBG HIP ADMIN SERVICES	225440	54460	$12,935.00
						CHECK TOTAL	**$25,285.00**

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
18627	4/7/2026	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA		PREEMPLOYMENT PHYSICALS	100220	52510	$411.00
	4/7/2026	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA		PREEMPLOYMENT PHYSICALS	100220	52510	$933.00
						CHECK TOTAL	**$1,344.00**
18628	4/7/2026	ONE TIME PAY VENDOR	AIFG INSURANCE MARKETING	FACILITY REFUND	100	20202	$500.00
						CHECK TOTAL	**$500.00**
18629	4/7/2026	ONE TIME PAY VENDOR	ELLEN DE LEON	FACILITY REFUND	100	20202	$200.00
						CHECK TOTAL	**$200.00**
18630	4/7/2026	ONE TIME PAY VENDOR	LINDA LONG	RECREATION PROGRAM REFUND	100	20202	$130.00
						CHECK TOTAL	**$130.00**
18631	4/7/2026	ONE TIME PAY VENDOR	MONIKA GONZALEZ	FACILITY RENTAL REFUND	100	20202	$2,318.00
						CHECK TOTAL	**$2,318.00**
18632	4/7/2026	ONE TIME PAY VENDOR	OSCAR PALAFOX	FACILITY REFUND	100	20202	$1,498.58
						CHECK TOTAL	**$1,498.58**
18633	4/7/2026	ONE TIME PAY VENDOR	WEI LI	FACILITY REFUND	100	20202	$500.00
						CHECK TOTAL	**$500.00**
18634	4/7/2026	ONE TIME PAY VENDOR	NICOLE TORRES	TUITION REIMBURSEMENT - 2/21/2026	100220	52505	$500.00
						CHECK TOTAL	**$500.00**
18635	4/7/2026	ONE TIME PAY VENDOR	TARA REYES	REIMB-MMASC CONF 11/12-11/14/25	250170	52415	$129.04
						CHECK TOTAL	**$129.04**
18636	4/7/2026	ONE TIME PAY VENDOR	THOUSAND CUPS LLC	REFUND - LC2600152	226	20602	$4.00
	4/7/2026	ONE TIME PAY VENDOR	THOUSAND CUPS LLC	REFUND - LC2600152	100	48130	$46.48
	4/7/2026	ONE TIME PAY VENDOR	THOUSAND CUPS LLC	REFUND - LC2600152	100	48100	$100.48
						CHECK TOTAL	**$150.96**
18637	4/7/2026	ONE TIME PAY VENDOR - CND REFUND	ALMARIO NAVAERA	C&D REFUND: 22569 BIRDS EYE DR	100	22105	$250.00
						CHECK TOTAL	**$250.00**
18638	4/7/2026	ONE TIME PAY VENDOR - CND REFUND	BOBBY HUA	C&D REFUND: 2655 SUNBRIGHT DR	100	22105	$250.00

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$250.00**
18639	4/7/2026	ONE TIME PAY VENDOR - CND REFUND	FERNANDO TOLEDO	C&D REFUND: 3425 PASADO DR	100	22105	$250.00
						CHECK TOTAL	**$250.00**
18640	4/7/2026	PAPER DEPOT DOCUMENT DESTRUCTION, LLC		PAPER SHREDDING SERVICE - 4.25.26 EARTH DAY	250170	55000	$290.00
						CHECK TOTAL	**$290.00**
18641	4/7/2026	PROMO DIRECT		BRANDED PENS FOR DBC	100240	51400	$2,712.00
						CHECK TOTAL	**$2,712.00**
18642	4/7/2026	PROTECTION ONE INC		ALARM MONITOR EXT SVS (HERITAGE/040126-063026)	100630	52320	$260.54
	4/7/2026	PROTECTION ONE INC		ALARM MONITOR (HERITAGE/040126-063026)	100630	52320	$201.64
						CHECK TOTAL	**$462.18**
18643	4/7/2026	JAIME CASAS		USED OIL EDU FOR EARTH DAY 2026	253180	54900	$960.00
						CHECK TOTAL	**$960.00**
18644	4/7/2026	RKA CONSULTING GROUP		BUILDING & SAFETY CONTRACT SERVICES - FEB 26	100420	55100	$51,614.72
						CHECK TOTAL	**$51,614.72**
18645	4/7/2026	ROBERT A HAMILTON		CIP SI256 ENVIRONMENTAL CONSULTING SERVICES	100610	54200	$3,000.00
						CHECK TOTAL	**$3,000.00**
18646	4/7/2026	ROTH STAFFING COMPANIES, LP		TEMP STAFFING - FINANCE WK 3/6/2026	100210	54900	$1,420.80
	4/7/2026	ROTH STAFFING COMPANIES, LP		TEMP STAFFING - FINANCE WK 1/23/2026	100210	54900	$1,420.80
	4/7/2026	ROTH STAFFING COMPANIES, LP		TEMP STAFFING - FINANCE WK 3/27/2026	100210	54900	$1,420.80
	4/7/2026	ROTH STAFFING COMPANIES, LP		TEMP STAFFING - CITY CLERK WK 3/27/2026	100140	54900	$312.00
						CHECK TOTAL	**$4,574.40**
18647	4/7/2026	S C SIGNS AND SUPPLIES LLC		WAYFINDING SIGNS FOR DIAMOND BAR CENTER	100510	51200	$676.06
						CHECK TOTAL	**$676.06**
18648	4/7/2026	SAMAN MAHMOOD		STIPEND - PARKS AND RECREATION COMMISSION MEETING 3.26.26	100520	52525	$45.00

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	**$45.00**
18649	4/7/2026	SHAW HR CONSULTING INC		PROF. SVCS - WORKER'S COMPENSATION INS	100220	54900	$375.00
						CHECK TOTAL	**$375.00**
18650	4/7/2026	SHRED TIME INC		EARTH DAY TEXTILES COLLECTION - 4/25/26	250170	54900	$1,400.00
						CHECK TOTAL	**$1,400.00**
18651	4/7/2026	SOLARWINDS NORTH AMERICA INC		ANNUAL RENEWAL - SOLARWINDS OBSERVABILITY	100230	52314	$6,543.20
						CHECK TOTAL	**$6,543.20**
18652	4/7/2026	SPECTRUM BUSINESS		CABLE TV SERVICE/DBC - APR 2026	100230	54030	$121.92
	4/7/2026	SPECTRUM BUSINESS		SUMMARY BILL - CABLE TV/INTERNET - APR 2026	100230	54030	$1,942.60
						CHECK TOTAL	**$2,064.52**
18653	4/7/2026	STEVEN ANTHONY SANTANA		DJ SERVICES FOR BREAKFAST WITH THE BUNNY	100520	55300	$500.00
						CHECK TOTAL	**$500.00**
18654	4/7/2026	TENNIS ANYONE INC		CONTRACT CLASSES TENNIS SERVIC	100520	55320	$6,699.54
						CHECK TOTAL	**$6,699.54**
18655	4/7/2026	THE SAN GABRIEL VALLEY NEWSPAPER GR		LEGAL AD PL2025-55	100	22107	$720.86
						CHECK TOTAL	**$720.86**
18656	4/7/2026	THE SAN GABRIEL VALLEY NEWSPAPER GR		LEGAL AD - PL2024-51	100140	52160	$393.86
	4/7/2026	THE SAN GABRIEL VALLEY NEWSPAPER GR		LEGAL AD - TOWN CENTER SPECIFIC PLAN	100140	52160	$386.42
						CHECK TOTAL	**$780.28**
18657	4/7/2026	TRIFYTT SPORTS LLC		INSTRUCTOR PAYMENT - SPORTS - WS26	100520	55320	$917.40
						CHECK TOTAL	**$917.40**
18658	4/7/2026	TYLER TECHNOLOGIES INC		ELM PROJECT MGMT HOURS - 3/10/26-3/12/26	503230	56135	$4,800.00
						CHECK TOTAL	**$4,800.00**
18659	4/7/2026	ULTIMATE MAINTENANCE SERVICES INC		JANITORIAL SERVICES (MARCH 2026)	100630	55505	$3,070.00

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	4/7/2026	ULTIMATE MAINTENANCE SERVICES INC		JANITORIAL SERVICES (MARCH 2026)	100510	55505	$9,650.00
	4/7/2026	ULTIMATE MAINTENANCE SERVICES INC		JANITORIAL SERVICES (MARCH 2026)	100620	52320	$12,075.00
						CHECK TOTAL	**$24,795.00**
18660	4/7/2026	US BANK		CALCARD STATEMENT - MARCH 2026	999	28100	$16,658.17
						CHECK TOTAL	**$16,658.17**
18661	4/7/2026	VERMONT SYSTEMS INC		UPGRADE - RECTRAC/WEBTRAC - LATEST VERSION	100230	52314	$656.25
						CHECK TOTAL	**$656.25**
18662	4/7/2026	WANSEO CHUNG		CONTRACT CLASS - ADULT FITNESS	100520	55320	$798.00
						CHECK TOTAL	**$798.00**
18663	4/7/2026	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (DBC 032526)	100510	51210	$802.40
	4/7/2026	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (DBC 032726)	100510	51210	$37.62
						CHECK TOTAL	**$840.02**
18664	4/7/2026	WILLDAN GEOTECHNICAL		GEOTECH REVIEW - 1400 MONTEFINO DR - THRU 2/27/26	100	22107	$420.00
						CHECK TOTAL	**$420.00**
18665	4/7/2026	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - FEBRUARY 2026	100120	54020	$1,776.60
	4/7/2026	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - FEBRUARY 2026	100120	54020	$3,440.40
	4/7/2026	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - FEBRUARY 2026	100120	54020	$84.60
	4/7/2026	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - FEBRUARY 2026	100120	54020	$1,043.40
	4/7/2026	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - FEBRUARY 2026	100120	54020	$1,579.20
	4/7/2026	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - FEBRUARY 2026	100120	54020	$253.80
	4/7/2026	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - FEBRUARY 2026	100120	54020	$394.80
	4/7/2026	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - FEBRUARY 2026	100	22107	$987.00
	4/7/2026	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - FEBRUARY 2026	100	22107	$4,201.80

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	4/7/2026	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - FEBRUARY 2026	100120	54020	$27,324.52
						CHECK TOTAL	**$41,086.12**
18666	4/7/2026	YUNEX CORP		TS MAINTENANCE/CALL-OUTS - FEB 2026	207650	55536	$3,605.98
	4/7/2026	YUNEX CORP		TS MAINT/REPAIR - BCR/DBB CABINET - 2/21/26	207650	55536	$29,352.54
						CHECK TOTAL	**$32,958.52**
						GRAND TOTAL	**$1,193,664.17**

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Arbor Day Proclamation.

STRATEGIC GOAL: Open, Engaged and Responsive Government

RECOMMENDATION:

Adopt a Proclamation declaring April 25, 2026 as Arbor Day.

FINANCIAL IMPACT:

None.

BACKGROUND:

The Arbor Day Foundation, a nonprofit organization dedicated to promoting tree planting and environmental stewardship, issues a proclamation annually to celebrate Arbor Day. This proclamation serves as a rallying call for individuals, communities, and organizations to come together and recognize the importance of trees in sustaining life on Earth. Through this initiative, the Arbor Day Foundation seeks to inspire people to take action, whether by planting trees, participating in community greening projects, or simply appreciating the vital role that trees play in maintaining a healthy and balanced ecosystem. The proclamation serves as a reminder that each tree planted contributes to a greener, more sustainable future for generations to come. The Tree City USA program, sponsored by the Arbor Day Foundation in partnership with the U.S. Forest Service and the National Association of State Foresters, encourages communities to manage and care for their public trees. To achieve the Tree City USA designation, a city must meet four core standards:

1. Tree Board or Department:

- Establish a city tree board or department responsible for the care and management of public trees.

2. Public Tree Care Ordinance:

- Adopt and maintain a community tree ordinance.

3. Community Forestry Program with a Budget:

- Allocate financial resources for a community forestry program.

Cities that meet these standards annually receive the Tree City USA designation, acknowledging their dedication to effective urban forest management. The program aims to promote the numerous benefits of trees, such as improved air and water quality, reduced energy consumption, and enhanced quality of life for residents.

ANALYSIS:

The City of Diamond Bar is once more pursuing re-certification as a Tree City USA. This prestigious award is bestowed upon cities that demonstrate a sincere and dynamic commitment to fostering the preservation of our natural habitat and trees. Since 2001, the City has consistently earned this recognition annually, underscoring its enduring dedication to environmental stewardship and tree care. Attached is a proclamation naming April 25, 2026 as "Arbor Day".

PREPARED BY:

Tara Reyes, Management Analyst, City Manager's Office

ATTACHMENTS:

1. Arbor Day Proclamation 2026

PROCLAMATION
"ARBOR DAY"

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource, giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, since the year 2001, the City of Diamond Bar has annually received the distinction of being named as a Tree City USA; and

WHEREAS, the City of Diamond Bar will observe Arbor Day on April 25, 2026 with an Earth Day and Arbor Day Celebration at the South Coast Air Quality Management District at 9 a.m.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Diamond Bar does hereby proclaim **April 25, 2026** as **"ARBOR DAY"** in the City of Diamond Bar and urges all residents to plant trees to promote the well-being of this and future generations.

April 21, 2026

Steve Tye
Mayor

Ruth M. Low
Mayor Pro Tem

Andrew Chou
Council Member

Stan Liu
Council Member

Chia Yu Teng
Council Member

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Agreement with Willdan Financial Services to prepare a Development Impact Fee Study.

STRATEGIC GOAL: Responsible Stewardship of Public Resources

RECOMMENDATION:

Approve, and authorize the City Manager to sign, a Consultant Services Agreement with Willdan Financial Services for a not-to-exceed amount of $73,500 for the preparation of a Development Impact Fee Study.

FINANCIAL IMPACT:

The not-to-exceed amount of the agreement is $73,500.00. Sufficient funds are included in the Fiscal Year 2025/26 budget to cover the cost of such services.

BACKGROUND:

The City of Diamond Bar is seeking to prepare a comprehensive Development Impact Fee (DIF) study to ensure that new development contributes its fair share toward the cost of public facilities and infrastructure needed to support growth. To date, the City has not implemented development impact fees, relying instead on existing revenues to maintain and expand public facilities. However, as development and redevelopment activity continues within the City, the demand placed on public infrastructure, community amenities, and essential services is increasing. Without a structured fee program, the cost burden to maintain adequate service levels may fall disproportionately on existing residents and businesses.

Recent and anticipated development includes residential infill, commercial improvements, and regional growth pressures that influence traffic circulation, parks and recreation demand, public safety service needs, and general municipal infrastructure. Establishing a legally defensible and equitable DIF program will help the City plan for and finance necessary capital improvements, ensure consistency with the City's General Plan, and promote long-term fiscal sustainability.

ANALYSIS:

The City issued a Request for Proposals (RFP) on October 31, 2025 through the City's online bidding platform (PlanetBids), with a submission deadline of November 21, 2025. A total of three (3) proposals were received:

Ranking	Vendor	Bid Amount
1	Willdan Financial Services	$73,500
2	DTA Public Finance	$94,560
3	Matrix Consulting Group	$33,500

All proposals were evaluated through a comprehensive review process. The two highest-ranked firms, Willdan Financial Services and DTA Public Finance Inc., advanced to reference checks.

Willdan Financial Services submitted the highest-ranked proposal, demonstrating a thorough and well-structured approach, strong familiarity with the City's existing fee structure, and highly favorable references. While DTA Public Finance, Inc. also advanced to reference checks, their cost proposal resulted in a lower ranking.

Although Matrix Consulting Group submitted the lowest bid, their proposal covered the scope at a less detailed level, allocating fewer hours overall to the project. As the City has not previously completed a Development Impact Fee Study, establishing a comprehensive and defensible foundation is critical. Matrix's more limited approach resulted in a lower overall ranking.

Based on the evaluation and ranking of proposals, it is recommended that the City award the contract to Willdan Financial Services (Attachment 1).

LEGAL REVIEW:

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

PREPARED BY:

Dannette Mansfield, Principal Management Analyst, City Manager's Office

ATTACHMENTS:

1. CONSULTING SERVICES AGREEMENT

CONSULTANT SERVICES AGREEMENT
[*Non-Design Professionals*]

THIS AGREEMENT (the "Agreement") is made as of April 22, 2026 by and between the City of Diamond Bar, a municipal corporation ("City") and Willdan Financial Services, 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 professional services for the completion of a comprehensive Development Impact Fee Study as set forth in the Request for Proposal attached Exhibit "A", in accordance with the Consultant's Proposal, dated November 21, 2025, attached hereto as Exhibit "B". 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.

Dannette Mansfield, Principal Management Analyst, (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 April 22, 2026, and shall continue until June 30, 2027 ("Term"), unless earlier terminated pursuant to the provisions herein.

The City Manager shall have the option to extend this Agreement for two (2) additional one (1) year terms, subject to the same terms and conditions contained herein, by giving Consultant written notice of the exercise of this option at least thirty (30) days prior to the expiration of the initial Term. In the event the City exercises its option to extend the Term, Consultant's compensation shall be subject to an adjustment upon the effective date of extension as follows:

> Any increase in compensation will be negotiated between the City and the Consultant, but in no event shall the increase exceed the amount that the Consumer Price Index ("CPI") for the Los Angeles-Anaheim-Riverside metropolitan area for the month immediately preceding the Adjustment Date (the "Index Month") as reported by the Bureau of Labor Statistics of the United States Department of Labor, has increased over the CPI for the month one year prior to the Index Month.

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 seventy-three thousand five hundred dollars ($73,500.00) 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 invoiced the 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 this Agreement and the attached exhibits, the following order of precedence shall apply: (a) This Agreement; (b) The City's Request for Proposal, dated October 31, 2025; and (c) Consultant's Proposal dated November 21, 2025.

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, except as specifically provided herein. 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 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 or State agency 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, 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 the City of Diamond Bar, South Coast Air Quality Management District, and California Air Resources Board.

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.

Consultant shall indemnify, defend with counsel approved by City, 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 Workers' Compensation Act and other employee benefit acts with respect to Consultant's employees or Consultant's contractor's employees arising out of Consultant's work under this Agreement; and

(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, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. 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. 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 and will survive termination of this Agreement. Except for the Indemnitees, this Agreement shall not be construed to extend to any third party indemnification rights of any kind.

(3) 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; and

(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.

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 at least ten (10) days 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 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.

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 Consultant 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 delivery 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 it 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 periods set form in Exhibits “A” and “B” or as 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.

27. 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"	"CITY"
Willdan Financial Services	City of Diamond Bar
27368 Via Industria, Suite 200	21810 Copley Drive
Temecula, CA 92590	Diamond Bar, CA 91765-4178
Attn.: Chris Fisher	Attn.: Dannette Mansfield
Phone: 951-587-3528	Phone: 909-839-7012
E-Mail: cfisher@willdan.com	E-mail: dmansfield@diamondbarca.gov

28. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California. The venue for any action brought under this Agreement shall be in Los Angeles County.

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"
WILLDAN FINANCIAL SERVICES	CITY OF DIAMOND BAR
Signed by: Chris Fisher By: _____ 1EC90C000B214CF... Printed Name: Chris Fisher Title: Vice President / Director	By: _____ Dan 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.

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EXHIBIT "A"

Docusign Envelope ID: 79B50B60-6DE7-80B0-8055-3282CADD4D5A

CITY OF
DIAMOND BAR
CALIFORNIA

REQUEST FOR PROPOSALS

Development Impact Fee Study

Professional Services

Submission Deadline – November 21, 2025 at 2:00 p.m. Pacific Standard Time ("PST")

Docusign Envelope ID: 79B50B60-6DE7-80B0-8055-3282CADD4D5A

1. INTRODUCTION

The City of Diamond Bar ("City") is requesting proposals from qualified individuals or firms ("Consultant") to perform a comprehensive development impact fee study.

RFP Date:	**Friday, October 31, 2025**
Project Name:	**Development Impact Fee Study**
Department:	**City Manager's Office Proposal**
Deadline:	**November 21, 2025 at 2:00 p.m. PST**

Proposals must be delivered by the proposal deadline via the PlanetBids portal.

All proposals submitted in response to this Request for Proposal ("RFP") will become property of the City upon submittal and a matter of public record pursuant to applicable law. Late submittals will not be accepted.

Proposals may be withdrawn if written notification of withdrawal of the proposal is signed by an authorized representative of the Consultant and received at Diamond Bar City Hall (21810 Copley Drive) prior to the closing time for receipt of proposals. Proposals cannot be changed or withdrawn after the time designated for receipt. Withdrawal notification must be submitted to:

City of Diamond Bar - City Manager's Office
Attn: Dannette Mansfield
21810 Copley Drive
Diamond Bar, CA 91765

The City will review all proposals received by the submittal deadline indicated in this RFP. Proposals that do not meet the minimum requirements of this RFP will be rejected. The City reserves the right to select the Consultant that best meets the overall needs and offers the best overall value to the City based on a variety of criteria, including but not limited to, experience of the Consultant's team, quality of work product, project understanding and methodology, successful completion of similar projects, past performance, cost effectiveness, and references, but not solely on the lowest cost of services.

Those Consultants considered most responsive to this RFP may be requested to attend at least one (1) interview with the City. The City may determine that a selection can be made without conducting interviews.

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Upon completion of the City's evaluation process, the most qualified Consultant shall be invited to meet with the City to negotiate compensation, terms, and conditions. If an agreement is not reached, the negotiations will be terminated, and similar interviews and/or negotiations will then follow with the next Consultant. All such negotiations shall be strictly confidential, and in no case shall the compensation involving one Consultant be discussed with another or made public.

The following tentative schedule has been established for the selection of a firm which is subject to change:

- RFP Posting Date **Friday, October 31, 2025**
- Written Questions Deadline **Monday, November 10, 2025 at 4:00 p.m. PST**
- Proposal Due Date **Friday, November 21, 2025 at 2:00 p.m. PST**
- Award of Contract **January 2026**

The City of Diamond Bar shall not be liable for any pre-contractual expenses incurred by any Consultant, nor shall any Consultant include any such expenses as part of the proposed cost. Pre-contractual expenses include any expense incurred by a Consultant prior to the date of an executed contract, such as the cost of preparing and submitting a proposal and negotiating any terms with the City.

2. ABOUT THE CITY

Diamond Bar is a scenic community located on the eastern edge of Los Angeles County, within minutes of Orange, Riverside, and San Bernardino counties. With its origin as a center for ranching perched among a landscape of rolling hills in the East San Gabriel Valley, Diamond Bar became one of the first master planned communities in Los Angeles County dating back to 1956, and has grown since that time to be known for its friendly country-living atmosphere, abundant open spaces, exceptional public facilities, well-maintained parks and hiking trails, and excellent schools. In 1989, Diamond Bar became the 86th city in Los Angeles County. Today, Diamond Bar covers 14.9 square miles and is home to over 57,000 residents.

Diamond Bar is bounded by the cities of Industry and Pomona to the north, Chino Hills to the east, and unincorporated Los Angeles County to the south and west. With convenient access to State Routes SR-57 and SR-60, Diamond Bar is within 30 miles driving distance of the cities of Los Angeles, Riverside, and Irvine, making it a desirable destination to live and work. The Industry Metrolink Station lies on the City's northern border, providing east-west transit connections to Los Angeles and Riverside.

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Diamond Bar operates under the council-manager form of government. Residents elect a five-member City Council, which selects a Mayor and Mayor Pro Tem each year to serve for one year. The City Council also appoints a City Manager to supervise the City's day-to-day operations.

3. PROJECT BACKGROUND

The City of Diamond Bar is seeking to complete a comprehensive Development Impact Fee (DIF) study to ensure that new development contributes its fair share toward the cost of public facilities and infrastructure needed to support growth. To date, the City has not implemented development impact fees, relying instead on existing revenues to maintain and expand public facilities. However, as development and redevelopment activity continues within the City, the demand placed on public infrastructure, community amenities, and essential services is increasing. Without a structured fee program, the cost burden to maintain adequate service levels may fall disproportionately on existing residents and businesses.

Recent and anticipated development includes residential infill, commercial improvements, and regional growth pressures that influence traffic circulation, parks and recreation demand, public safety service needs, and general municipal infrastructure. Establishing a legally defensible and equitable DIF program will help the City plan for and finance necessary capital improvements, ensure consistency with the City's General Plan, and promote long-term fiscal sustainability.

4. SCOPE OF WORK AND DELIVERABLES

The purpose of this study is to analyze the impact of new development on public facilities, identify capital improvement needs attributable to growth, and recommend a fee structure that is fair, transparent, compliant with the California Mitigation Fee Act (AB 1600), and aligned with community expectations. The resulting fee program will provide the City with a clear and implementable mechanism to fund growth-related capital improvements while preserving the quality of life and level of service standards valued by Diamond Bar residents.

At minimum, the consultant shall perform the following tasks:

1. Project Initiation & Data Collection

- Meet with City staff to refine project scope and schedule.
- Review relevant City planning documents (General Plan, Capital Improvement Program, master plans, and fee ordinances)

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2. Needs Assessment & Methodology

- Identify public facilities and infrastructure categories eligible for impact fees (e.g., general government facilities, parks and recreation, public safety, street improvement, etc.).
- Assess existing service levels and anticipated facility needs based on projected growth.
- Recommend appropriate methodologies consistent with the Mitigation Fee Act and case law.

3. Nexus Analysis & Fee Calculation

- Establish the reasonable relationship ("nexus") between new development and the demand for public facilities.
- Calculate proposed impact fees for residential (single-family, multi-family) and non-residential (retail, office, industrial, other) land uses.
- Compare proposed fee levels with those of neighboring jurisdictions.

4. Draft & Final Nexus Study

- Prepare draft report for City staff review.
- Revise and submit final Nexus Study incorporating City feedback.

5. Public & Council Presentations

- Present findings at up to three (3) public meetings (e.g., Commission, City Council).
- Provide supporting materials (slides, handouts) for public outreach.

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5. FORMAT AND CONTENTS OF PROPOSAL

The Consultant's proposal shall contain the following information and shall be organized as follows:

A. Cover Letter

A brief cover letter summarizing key points of the Proposal that must be signed by an individual with authority to bind the Consultant and should state all conditions proposed are valid for a period of at least one hundred and eighty (180) calendar days.

B. Project Team

An organization chart indicating principals and key project team members. Also, provide resumes or copies of licenses or professional certificates of the key personnel involved with this contract including personnel from subcontractors (if any). Identify the experience of the personnel assigned and briefly outline the responsibilities of each member. If any changes in personnel or subcontractors occur during the contract period, the Consultant shall notify the City and furnish the same required information for review and approval.

C. Firm's Experience/References

Provide a list of at least three (3) references who may be contacted to discuss their experience working on similar projects. Please provide contact information including Organization, Name, Title, Address, Phone, Email, Project Name and Date of Completion.

D. Methodology/Project Understanding

Describe the approach and methods that will be used to meet the Scope of Work. Identify any information, documents, or datasets the City will be required to provide. Also, identify any potential concerns or problems that your firm anticipates during the term of this contract.

E. Cost for Services

Provide a detailed not-to-exceed cost proposal to accomplish the services requested. Identify the hourly allocation of resources by discipline and by each task identified in the Scope of Work, include billing rates for personnel, printing, attendance at public meetings, and any other cost anticipated. Please clearly highlight any additional or recommended tasks and

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associated costs that are included. No additional charges for items such as transportation, out-of-pocket expenses, etc., will be paid unless these are specifically included in the proposal. Should the Consultant determine additional work may be necessary beyond the Scope of Work outlined in this RFP, those works items shall be included in the cost proposal and listed as "Optional" for the City's consideration and final decision.

F. Insurance

Proof of insurance requirements addressed in the professional services agreement of this Request for Proposal shall be submitted by the selected Consultant upon execution of the contract as defined under the City's existing purchasing Ordinance.

The selected Consultant must submit a "Statement Certifying Insurance Coverage" certifying that the required insurance coverage will be obtained by the Consultant, and that the Consultant understands said coverage is prerequisite for entering into an agreement with the City. The Consultant is required to confirm with its insurance carrier that it can meet all the requirements for insurance. Failure to meet the insurance regulations as set forth shall result in proposer's disqualification.

G. Consulting Services Agreement

Provide a statement certifying that you agree to the City's Consulting Services Agreement terms and conditions. Any proposed edits to the agreement shall be submitted with the proposal for staff's review and consideration.

6. SUBCONTRACTING

The Consultant may utilize the service of specialty Subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors. Unless a specific Subcontractor is listed by the Consultant, Consultant is representing to City that Consultant has all appropriate licenses, certifications, and registrations to perform the work hereunder.

After submission of the Proposal, the Consultant shall not award work to any unlisted Subcontractor(s) without prior written approval of the City. The Consultant shall be fully responsible to the City for the performance of the Subcontractors, and of persons either directly or indirectly employed by them. Nothing contained herein shall create any contractual relation between any Subcontractor and the City.

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7. RIGHT TO REJECT ALL PROPOSALS

The City reserves the right to withdraw, reduce, or revise elements of the scope of work prior to the award of any contract. Furthermore, the City reserves the right to reject any or all proposals submitted; and no representation is made hereby that any contract will be awarded pursuant to this Request for Proposal, or otherwise.

All costs incurred in the preparation of the proposal, in the submission of additional information and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the proposer. The City shall only provide the staff assistance and documentation specifically referred to herein and shall not be responsible for any other cost of obligation of any kind which may be incurred by the proposing firm.

The City may investigate the qualifications of any Consultant under consideration, require confirmation of information furnished by a Consultant, and require additional evidence of qualifications to perform the services described in this RFP. In addition to the rights described above, the City reserves the right to:

- Issue subsequent Requests for Proposals.
- Cancel the entire Request for Proposal.
- Remedy technical errors in the Request for Proposal process.
- Appoint evaluation committees to review proposals.
- Seek the assistance of outside technical experts in proposal evaluations.
- Approve or disapprove the use of particular subcontractors.
- Negotiate with any, all, or none of the Consultant(s).
- Solicit best and final offers from any or all Consultant(s).
- Award a contract to one or more Consultant(s).
- Accept other than the lowest offer.
- Waive informalities and irregularities in proposals.

8. PUBLIC RECORDS ACT

Responses to this RFP become the exclusive property of the City and subject to the California Public Records Act. Those elements in each proposal which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure. The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to

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be required by law or by an order of the Court. Consultants which indiscriminately identify all or most of their proposal as exempt from disclosure without justification may be deemed non-responsive. In the event the CITY is required to defend an action on a Public Records Act request for any of the contents of a proposal marked "confidential", "proprietary", or "trade secret", Consultant agrees, upon submission of its proposal for City's consideration, to defend and indemnify the City from all costs and expenses, including attorney's fees, in any action or liability arising under the Public Records Act.

9. POINT OF CONTACT

Questions must be submitted on or before Monday, November 10, 2025, at 4:00 p.m. PST via PlanetBids. Questions sent directly to City Staff will not be addressed and Proposers will be directed to submit their question(s) online via the 'Q&A' tab on the PlanetBids posting.

For any questions not related to the RFP:

Dannette Mansfield, Principal Management Analyst
dmansfield@diamondbarca.gov

10. SUPPORTING DOCUMENTS

Exhibit A – Consulting Services Agreement

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Exhibit A

CONSULTING SERVICES AGREEMENT

Design Professional

THIS AGREEMENT (the "Agreement") is made as of _____, 20XX by and between the City of Diamond Bar, a municipal corporation ("City") and _____, a ***[Insert the type of entity of the Consultant, e.g., Inc., a California corporation; a California general partnership; a California limited liability company; a sole proprietor; etc.]*** ("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 **[*describe general type, i.e., architecture*]** 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.

[Insert Name and Position] _____(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 _____, 20XX, and shall continue until _____ unless earlier terminated pursuant to the provisions herein.

[*Optional Language for Extensions*] The City Manager shall have the option to extend this Agreement for **[*describe extension option, e.g., two (2) additional two (2) year terms.*]**, subject to the same terms and conditions contained herein, by giving Consultant written notice of the exercise of this option at least thirty (30) days prior to the expiration of the initial Term. In the event the City exercises its option to extend the Term, Consultant's compensation shall be subject to an adjustment upon the effective date of extension as follows:

> Any increase in compensation will be negotiated between the City and the Consultant, but in no event shall the increase exceed the amount that the Consumer Price Index ("CPI") for the Los Angeles-Anaheim-Riverside metropolitan area for the month immediately preceding the Adjustment Date (the

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"Index Month") as reported by the Bureau of Labor Statistics of the United States Department of Labor, has increased over the CPI for the month one year prior to the Index Month.

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 [***Spell out dollar amount***] ($) 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. **[*Optional to include withhold-typically would if a deliverable was involved, such as software or a report*]**

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. **[*If more than one exhibit, determine if one should control over other, i.e. City's Request for Proposal, Consultant Proposal. Language would be along the following lines: "In the event of any inconsistency between this Agreement and the attached exhibits, the following order of precedence shall apply: (a) This Agreement; (b) The City's Request for Proposal, dated ___; and (c) Consultant's Proposal dated _____.*]**

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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:

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(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; **[*Note: Does not apply to a sole proprietor, i.e., a Consultant with no employees but can leave in as it states "when required by law."*]** 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

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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. **[*If Consultant's work does not require Consultant to come onto City property except for perhaps site visits and meetings, City can be flexible with insurance, including need to be additional insureds and with cancellation provision in Section 10.C below. If Consultant works off-site and simply delivers a report or product, insurance may be waived altogether, except for Workers' Compensation*]**

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.

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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.

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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. ***[If it is important that a specific person perform the work include the following]*** Except as otherwise authorized by the City's Project Manager, ***[If applicable, name of designated person]*** shall be the person who primarily performs the work provided under this Agreement. Except as provided in this Agreement, Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right in its sole discretion to require Consultant to exclude any employee from performing services on City's premises.

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.

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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 _____ (__) calendar days from such date or as may otherwise be agreed to by and between the Project Manager and the Consultant. **[*Optional to include time of completion, but if it is important for City to have the work done within a specific time include.*]**

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. Liquidated Damages. Consultant shall pay City, or have withheld from monies due it, as liquidated damages, the sum of _____ Dollars ($__) per day for each and every calendar day's delay in finishing the work within the time specified, including any written extensions which may be granted, in writing, in accordance with this Agreement. **[*Optional, include in situations in which untimely delivery of a product or service would interfere with City's ability to serve its constituents or cause project delay. Must have Sections 18 and 19 above to include.*]**

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.

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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. **[*Optional. Generally do not include unless Consultant is delivering a finished product and contract value exceeds $20,000.*]**

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. **[*Optional. Generally, do not use if Agreement is for less than $20,000*.]**

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"	"CITY"
_____	City of Diamond Bar
_____	21810 Copley Drive
_____	Diamond Bar, CA 91765-4178
Attn.: _____	Attn.: _____
Phone:	Phone:
E-Mail:	E-mail:

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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"

[***Insert Full Name of Consultant***]

By:_____
Printed Name:_____
Title: _____

By: _____
Printed Name: _____
Title:_____

"City"

CITY OF DIAMOND BAR

By: _____
[***Insert Name of Person authorized to sign, i.e., City Manager or Mayor***]

ATTEST:

_____
[Name] City Clerk

Approved as to form:

By:_____
[Name], 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.*

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EXHIBIT “B”

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City of Diamond Bar, CA

Proposal for

Development Impact User Fee Study

WILLDAN

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WILLDAN
FINANCIAL SERVICES

A. Cover Letter

November 21, 2025

Ms. Dannette Mansfield
Senior Management Analyst
City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765

Re: Proposal to Conduct a Development Impact Fee Study for the City of Diamond Bar

Dear Ms. Mansfield:

Willdan Financial Services ("Willdan") is pleased to present this proposal to the City of San Diamond Bar ("City") to conduct a comprehensive development impact fee study. Willdan's project approach helps to ensure the preparation of an impact fee study that will withstand technical challenges and public scrutiny. Given Willdan's unmatched impact fee experience, we are particularly well positioned to serve the City and help achieve established long-term goals. Outlined below are the advantages and benefits that Willdan will provide for the City.

Direct Recent and Ongoing Experience with the City of Diamond Bar — Willdan is currently collaborating with the City of Diamond Bar on the Cost Allocation Plan and User Fee Study. We understand the City's fees, service delivery processes and organizational structure. ***We will leverage our knowledge of the City, experience with the previous Study, and relationships with key staff to streamline and expedite our work and reduce questions, focusing less time on getting up to speed and data gathering, and more on meaningful analysis***, so that City Staff can focus their time on direct City operations.

Unmatched experience implementing and defending fee programs — Willdan's impact fee staff has assisted more than 100 California government agencies with the creation and/or update of all fee types. Each project has required defensible documentation and thorough coordination of fee program changes for different agency departments and stakeholders within the business community. In many cases, Willdan has been required to negotiate fees with stakeholders and, on occasion, defend them in meetings and public forums.

We are particularly strong in advising our clients on the advantages and disadvantages of different fee schedule structures (citywide versus multiple-fee districts/zones; more versus fewer land-use categories; etc.) and methods of fee calculation that are based on the City's and stakeholder priorities. Impact fees also need to be developed in compliance with the *Mitigation Fee Act* (California Government Code Section 66000 et seq., also known as Assembly Bill 1600) so that they are defensible and transparent. We are also current on the changes to fee programs and the adoption of nexus studies resulting from AB 602, which took effect in 2022.

Finally, Willdan has extensive experience with jurisdictions adopting fees for the first time, and we pride ourselves on our ability to explain impact fees and their policy implications to elected officials, staff and stakeholders.

Willdan would also like to affirm our understanding of the recent ***Sheetz v. County of El Dorado*** Supreme Court decision and subsequent state court decision. The current status of *Sheetz* is that the state court has upheld the El Dorado County fee program as compliant with federal takings law. The upshot of Sheetz is an increased focus on nexus and proportionality, which have always been our watchwords.

Innovative Methodologies — As Willdan operates nationally, we possess unique experiences in numerous jurisdictions dealing with multiple challenges. Our ability to produce studies that accommodate various options and viewpoints ensures fair-minded and sensible projects. Our methodology and approach to impact fees has proven to be effective for Cities and Counties, the development community, and the public. Utilizing focus groups, with established guidelines, during the study, fully informs the development community and the public of the justification of the impact fees, and their positive effect on community growth.

Best-in-class impact fee team that can work immediately to prepare an impact fee program — The Willdan team begins a project by evaluating the municipality's existing infrastructure needs, and current capital planning policies and funding programs.

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Not all capital projects are amenable to funding from impact fee programs, and we identify sources that complement fee revenues to fully fund the capital improvement program. The team's Principal-in-Charge James Edison and Project Manager Carlos Villarreal are well respected by our clients for their skill in proactively organizing a clear, consensus-based project approach.

Successful project completion — Willdan has successfully completed many development impact fee studies, including most recently in the ***cities of Newport Beach, Irvine, Buena Park, Brea, Irwindale, Claremont, Chino Hills, Pomona, Pismo Beach, Arroyo Grande, Indian Wells, Fontana, Hemet, Murrieta, Eastvale, Yucaipa, Barstow, Apple Valley, Palm Desert, Cudahy, Bell Gardens, and Bell.*** We are currently working on impact for the cities of ***Garden Grove, San Gabriel, Azusa, and Temple City***.

Our team is excited about this opportunity to serve the City of Diamond Bar once again. To discuss any aspect of our proposal, please contact Mr. James Edison; his contact information is provided in the table below.

Willdan Financial Services
Proposal Contact
James Edison, JD, MPP
Managing Principal
27368 Via Industria, Suite 200 | Temecula, CA 92590
Tel #: (510) 912-4687 | Fax #: (951) 587-3510
Email: JEdison@Willdan.com

Willdan acknowledges herein its willingness to maintain all specified fees and services for a period of one hundred eighty (180) days from the closing date November 21, 2025.

As a Vice President of Willdan Financial Services, I am authorized to bind the firm to the terms of this proposal, as well as the subsequent agreement.

Sincerely,
Willdan Financial Services

Chris Fisher
Vice President / Director

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B. Project Team

Organizational Chart

Our management and supervision philosophy for the project team is very simple: staff every position in sufficient numbers with experienced personnel to deliver a superior product and convey results to decision makers in meetings, on time and on budget. With that philosophy in mind, we have selected experienced professionals for the City's engagement. We are confident that our team possesses the depth of experience that will successfully fulfill the desired work performance.

City of Diamond Bar Project Team		
Key Team Member	**Project Role**	**Responsibility to the Engagement**
James Edison, JD, MPP **Managing Principal**	Principal-in-Charge	▪ Ensure client satisfaction, flow of communication, and management of the project ▪ Technical guidance ▪ Project oversight ▪ Quality assurance & control, and ▪ Meeting and presentation attendance
Carlos Villarreal, MPP **Principal Consultant**	Project Manager	▪ Collect, interpret, and disseminate key data ▪ Day to day contact ▪ Production of key elements of the analysis ▪ Model development ▪ Report preparation, and ▪ Meeting and presentation attendance

Staff Continuity

Mr. Edison has been assigned to serve as the City's principal-in-charge; he has been selected for this role due to his extensive experience, which includes the preparation and supervision of numerous fee studies, as well as his experience presenting to governing bodies, stakeholders, and industry groups. Willdan's Financial Consulting Services group is composed of a team of over 30 senior-level professional consultants. While each member of the project team currently has work in progress with other clients, the workload is at a manageable level with sufficient capacity to meet the needs of the City specific to the schedule and budget for this engagement.

Subconsultants

Willdan will not require the assistance of a sub-consultant to conduct the scope of services noted with our work plan.

Resumes

Resumes for Willdan's project team are presented on the following pages.

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James Edison, JD, MPP

Principal-in-Charge

Mr. James Edison, Managing Principal, specializes in the nexus between public and private, with expertise in public-private partnerships, and the benefits of economic development to municipalities and state, provincial, regional, and national governments. He possesses deep expertise in land use economics, with a specialty in finance and implementation, including fiscal impact and the public and private financing of infrastructure and development projects, both in the U.S. and internationally. Mr. Edison's public-sector experience includes local and regional economic impact studies; fiscal impact evaluations; new government formation strategies; and the creation of impact fees, assessments, and special taxes to fund infrastructure and public facilities. He has conducted numerous evaluations of the economic and fiscal impact of specific plans and consulted on a wide variety of land use planning topics related to community revitalization and the economic and fiscal impacts of development.

As a former bond attorney, Mr. Edison understands the legal underpinnings and technical requirements of public financing instruments and has advised both public and private clients on the use of individual instruments, and the interaction between those instruments and the needs of developers and project finance.

Education

Juris Doctorate, University of California, Berkeley, School of Law

Master of Public Policy, Goldman School of Public Policy, University of California, Berkeley

Bachelor of Arts, magna cum laude, Harvard University

Affiliations

Council of Development Finance Agencies

CFA Society of San Francisco

Congress for the New Urbanism

Urban Land Institute

Seaside Institute

International Economic Development Council

28 Years' Experience

Select Related Experience

City Garden Grove, CA – Development Impact Fee: Mr. Edison was the project manager for the City of Diamond Bar's most recent Development Impact Fee study update in 2016. The project included updating the City's transportation and park and recreation facilities fees, and the creation of a storm drain fee.

City of Newport Beach, CA –Development Impact Fee Study: Mr. Edison was the principal-in-charge for the City's study that established fees for Recreation, Police, Fire/Life Safety, and Water and Sewer facilities.

City of Moreno Valley, CA – Comprehensive Development Impact Fee Study: Mr. Edison was the principal-in-charge for the City's comprehensive impact update. Fee categories included arterial streets, traffic signals, interchanges, parks, recreation, fire, police, library, corporation yard, maintenance equipment, and animal shelter facilities.

City of Murrieta, CA – Master Facilities Plan and Development Impact Fee Calculation Report Update: Mr. Edison served as the principal-in-charge of the City's study to update their Master Facilities Plan and Development Impact Fee Calculation Report, to ensure that new development pays the capital costs associated with growth. ***Willdan was recently re-selected, through competitive bid, to update the Impact Fees.***

City of Cudahy, CA – Development Impact Fee Study: Mr. Edison led the Willdan team that helped the City analyze impact fees needed to support future development in the City of Cudahy through buildout of the City's General Plan.

City of Indian Wells, CA – Development Impact Fee Study: Mr. Edison served as the principal-in-charge for the City Indian Wells' update to their development impact fees. The fee program was comprised of a variety of fee categories including transportation, public facilities, recreation, park, and storm drain.

City of Fountain Valley, CA – Development Impact Fee Update Study: Mr. Edison served as the project manager for the City of Fountain Valley's update to their development impact fees. Fees included the park impact fee, traffic improvement fee, transportation impact fee, utility infrastructure impact fee and general plan surcharge fee.

County of Riverside, CA – Comprehensive Impact Fee Update: Mr. Edison led the effort to establish a comprehensive fee program for the County, including facilities fees for fire, police, parks, criminal justice, libraries, and traffic. He prepared the technical and analytical documents necessary to calculate the fee and establish the necessary nexus to collect it, as well as presented the fees during public hearings to the County Board of Supervisors. ***Furthermore, Mr. Edison is currently leading an update to the County's development impact fees for 2030.***

J. Edison
Resume Continued

City of McFarland, CA – Impact Fee Study Update: Mr. Edison was the principal-in-charge and technical advisor on the update to the City's development impact fee program. The study included the following facility fee categories; general government, law enforcement, park and recreation, fire protection, water, sewer, storm drain, and traffic.

City of Carpinteria, CA – Development Impact Fee Update: Mr. Edison was the project manager for the City of Carpinteria's Development Impact Fee update study engagement. The study included updates to the following fees: highways and bridges, streets and thoroughfares, traffic control, parking, storm drain, general government, aquatic, park and recreation, and open space. The City has engaged Willdan again to update their impact fees.

City of Manteca, CA – Fire Impact Fee Update: Mr. Edison served in the capacity of project manager for the update of the City's fire services impact fee program.

City of Fillmore, CA – North Fillmore Specific Plan Nexus Study: Mr. Edison is currently assisting the City with an analysis of development impact fees needed to finance public facilities necessary for the development of the North Filmore Specific Plan. Public facilities included in this analysis include water, sewer systems, recycled water, and streets.

City of Pismo Beach, CA – Development Impact Fee Update: Mr. Edison served in the role of principal-in-charge of an update to the City's impact fee program. The program included the following facilities: police, fire protection, park and recreation improvements, water system improvements, wastewater, traffic, and general government/administrative facilities. Prior to fee program adoption, a stakeholder meeting was held to inform the public about the project, and to solicit feedback from the development community.

City of Morgan Hill, CA – Development Impact Fee Update: Mr. Edison served as principal-in-charge of an update to the City's existing nexus study, which included general government, fire, police, parks and recreation, library, and storm drain fee categories. The project scope included stakeholder outreach.

City of Fremont, CA – Comprehensive Impact Fee Update: Mr. Edison led the Willdan team in the successful update of the impact fee programs for the City of Fremont. The effort included an update of the City's transportation impact fee program and capital improvement program.

City of Alameda, CA – Comprehensive Impact Fee Update: Mr. Edison led the Willdan team that updated the City of Alameda's impact fee programs, as well as created a separate impact fee program for Alameda Point, the former Alameda Naval Air Station.

City of Santa Clara, CA – Parks Fee Update: Mr. Edison served as principal-in-charge of the City's park impact fee update. This project included a demographic analysis and estimation of the cost of acquiring and improving public park land.

Stanislaus County Council of Governments, CA – Regional Transportation Fee Update: Mr. Edison worked on an update of the County's transportation impact fee program. Key tasks included a revised capital improvement program and fee model, along with a public participation process that ensures buy-in from the communities of Stanislaus County and the County government itself.

County of Tulare, CA – Countywide Impact Fees: Mr. Edison served as project manager for a study that involved the creation of an impact fee program for the County. The study included a range of facilities such as public protection, library, and parks, as well as a transportation facilities impact fee with different fees calculated for two zones in the County.

County of San Benito, CA – Comprehensive Impact Fee Study: Mr. Edison served as technical advisor to the County's Impact Fee Study. The study included updates to the following fees: capital improvements, road equipment, fire mitigation, and park and recreation.

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Carlos Villarreal, MPP

Project Manager

Mr. Carlos Villarreal, a Financial Consulting Group Principal Consultant, is proposed to serve in the role of project manager due to his experience documenting nexus findings for development impact fees, preparing capital improvement plans, facilitating stakeholder involvement, and analyzing the economic impacts of fee programs. He has supported adoption of fee programs funding a variety of facility types.

Education

Master of Public Policy, Goldman School of Public Policy, University of California, Berkeley

Bachelor of Arts, Geography, University of California, Los Angeles; Minor in Public Policy and Urban Planning

Areas of Expertise

Fiscal Impact Analyses
Development Impact Fees
Public Facilities Financing Plans
GIS Analysis

20 Years' Experience

Select Related Experience

City of Garden Grove, CA – Development Impact Fee: Mr. Villarreal served as the lead consultant for Diamond Bar's Development Impact Fee study update. The project included the transportation, and park and recreation facilities, and the creation of a storm drain fee.

City of Newport Beach, CA – Development Impact Fee Study: Mr. Villarreal served as the project manager for a study that established development impact fees. The study outlined fees for Recreation, Police, Fire/Life Safety, and Water and Sewer facilities. The City Council adopted the study unanimously.

City of Murrieta, CA – Master Facilities Plan and Development Impact Fee Calculation Report Update: Mr. Villarreal served as the project manager of the City's study to update their Master Facilities Plan and Development Impact Fee Calculation Report, to ensure that new development pays the capital costs associated with growth. ***Willdan was recently re-selected, through competitive bid, to update the Impact Fees.***

City of Long Beach, CA – Park Impact Fee Update: Willdan assisted with an update to the City's existing park impact fees, with Mr. Villarreal serving in the role of project manager. The project included updating demographic data and facility planning to properly update park facility standards. He used this information to then calculate impact fees for single family and multi-family residential dwelling units and prepare a nexus study documenting the revised fees and the required legal findings under the Mitigation Fee Act.

County of Los Angeles/City of Santa Clarita, CA – Law Enforcement Facilities Fee Study: Mr. Villarreal assisted with the development of an impact fee program to fund law enforcement facilities serving the City of Santa Clarita, and other Antelope Valley jurisdictions within the County of Los Angeles. The analysis involved the comparison of law enforcement facilities serving incorporated and unincorporated areas.

County of Riverside, CA – Comprehensive Impact Fee Update: Mr. Villarreal was the lead analyst in the effort to establish a comprehensive fee program for the County, including facilities fees for fire, police, parks, criminal justice, libraries, and traffic. He assisted in the preparation of the technical and analytical documents necessary to calculate the fees and establish the necessary nexus. ***Mr. Villarreal is once again serving on the project team to update the County's impact fees through 2030.***

City of Moreno Valley, CA – Comprehensive Development Impact Fee Study: Mr. Villarreal served as the project manager for the City's comprehensive impact update. Fee categories included arterial streets, traffic signals, interchanges, parks, recreation, fire, police, library, corporation yard, maintenance equipment, and animal shelter facilities. In 2022 the City added a public arts fee and workforce development facility fee.

City of Pismo Beach, CA – Development Impact Fee Update: Mr. Villarreal served in the role of project manager for the City's impact fee project. The program included: police, fire protection, park and recreation improvements, water system improvements, wastewater, traffic, and general government/administrative facilities. Prior to fee program adoption, a stakeholder meeting was held to inform the public about the project, and to solicit feedback from the development community.

C. Villarreal
Resume Continued

City of Carpinteria, CA – Development Impact Fee Update: Mr. Villarreal was the lead analyst to update the City of Carpinteria's impact fees, which included highways and bridges, streets and thoroughfares, traffic control, parking, storm drain, general government, aquatic, park and recreation, and open space. ***The City has engaged Willdan again to update their impact fees and Mr. Villarreal is serving in the role of project manager.***

County of San Benito, CA – Comprehensive Impact Fee Study: As project manager, Mr. Villarreal assisted the County with the preparation of an updated and expanded impact fee program. The study included updates to the following fees: capital improvements, road equipment, fire mitigation, and park and recreation.

City of Oroville, CA – Impact Fee Study Update: Mr. Villarreal served as project manager for a study updating the City's development impact fee program, including parks, law enforcement, general government, fire suppression, and traffic facilities. The fee program was adopted by the City Council in 2015. The City engaged Willdan again to update the 2015 study, and Mr. Villarreal served in the role of project manager.

City of McFarland, CA – Development Impact Fee Study Update: Mr. Villarreal served as project manager updating the City's development impact fee program. The study comprehensively updated the City's fee program, incorporating new facility master planning and infrastructure costs necessary to facilitate expected development in the City through 2040. The study included the following facility fee categories; general government, law enforcement, park and recreation, fire protection, water, sewer, storm drain, and traffic. The fees were adopted by the City Council in 2020.

City of Morgan Hill, CA – Development Impact Fee Update: Mr. Villarreal served as lead analyst assisting with an update to the City's existing nexus study, including general government, fire, police, parks and recreation, library, and storm drain fee categories. The project scope included stakeholder outreach. The City engaged Willdan again to update the study and Mr. Villarreal served in the role of project manager.

County of Stanislaus, CA – Impact Fee Study Update: Mr. Villarreal served in the role of project manager for a study updating the County's existing impact fee program. The program includes a range of facilities, like public protection, library, and parks. The study also included a transportation facilities impact fee, with different fees calculated for two zones in the County. Considerable stakeholder outreach was an integral component of this project.

City of Soledad, CA – Development Impact Fee Study Update: Mr. Villarreal managed the update of the City's impact fee program, specifically changes in demographics, growth projections, project costs, and facility standards. In particular, the City had to revise its capital facilities needs to accommodate a much lower amount of growth than what was projected before 2007. The resulting fees funded new development's share of planned facilities, while not overburdening development with unnecessary costs.

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C. Firm Experience and References

Firm Profile

Willdan Financial Services is an operating division within Willdan Group, Inc. (WGI), which was founded in 1964 as an engineering firm working with local governments. Today, WGI is a publicly traded company (WLDN). WGI, through its divisions, provides professional technical and consulting services that ensure the quality, value and security of our nation's infrastructure, systems, facilities, and environment. The firm has pursued two primary service objectives since its inception—ensuring the success of its clients and enhancing its surrounding communities.

A financially stable company, Willdan has approximately 1,770 employees working in more than a dozen states across the U.S. Our employees include a number of nationally recognized Subject Matter Experts for all areas related to the broadest definition of connected communities—***including a team who will be committed to contributing their expertise throughout the duration of the City of Diamond Bar's Development Impact Fee Study engagement.***

Willdan has solved economic, engineering and energy challenges for local communities and delivered industry-leading solutions that have transformed government and commerce. Today, we are leading our clients into a future accelerated by a change in resources, infrastructure, technology, regulations, and industry trends.

Willdan Financial Services

Established on June 24, 1988, Willdan Financial Services, is a national firm and is one of the largest public sector economic and financial analysis consulting firms in the United States. Since that time, we have helped over 800 public agencies successfully address a broad range of infrastructure challenges.

Our team is focused on actively supporting our clients by ensuring they stay informed about the latest advancements in our areas of expertise. We believe that by sharing this knowledge, we can empower our clients to make informed decisions and achieve their objectives.

Willdan assists local public agencies by providing the following services:

Willdan Financial Services	
Services	
▪ Development impact fee establishment and analysis; ▪ Cost allocation studies; ▪ Utility rate and cost of service studies; ▪ Feasibility studies; ▪ Municipal Advisory; ▪ Arbitrage and Continuing Disclosure Services; ▪ Economic development strategic plans; ▪ Debt issuance support	▪ User fee studies; ▪ District Administration Services; ▪ Real estate economic analysis; ▪ Property tax audits; ▪ Tax increment finance district formation and amendment; ▪ Housing development and implementation strategies; and ▪ Long-term financial plans and cash flow modeling.

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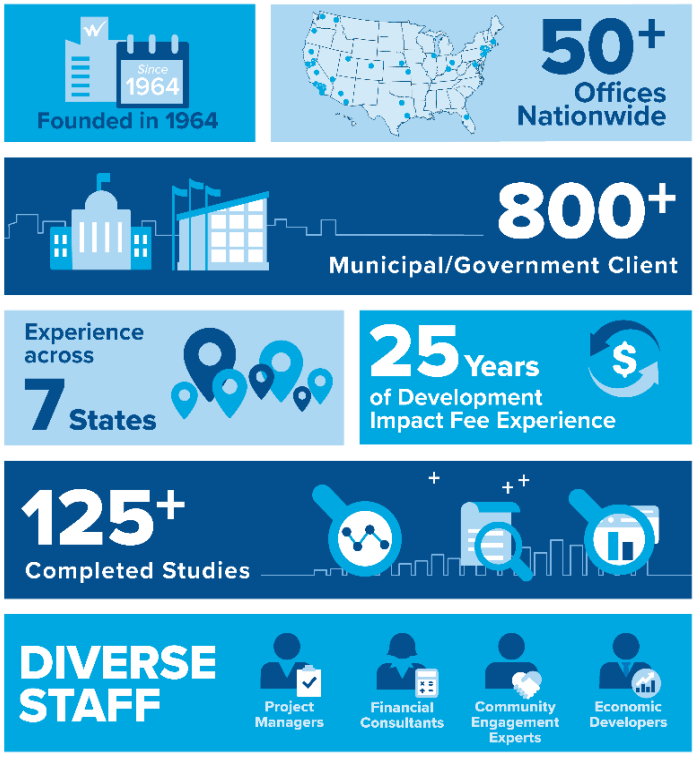
Experience and Expertise

Willdan has been preparing impact fee nexus studies since the passage of the *Mitigation Fee Act*. Our commitment to public agencies and public solutions has helped us develop the broad finance expertise that will be utilized to support the City's Development Impact Fee Study. Willdan has worked on virtually every aspect of municipal finance, including fiscal and economic impact studies related to development and re-organization, the financing of infrastructure and services through special district or supplemental taxes, and even working under contract as a department head of an entire municipality. This experience has provided Willdan team members with deep insight into the sources of municipal revenue and the costs of services.

Managing Principal James A. Edison and his team have worked with public agencies on many community development projects, including the full range of analysis related to feasibility, economic and fiscal impacts, infrastructure finance, and negotiations with private developers. Willdan is thoroughly familiar with both the Act and with the technical and policy issues surrounding impact fees.

In the past five years Willdan has conducted over 125 Impact Fee Studies



Unique Qualifications

Willdan is uniquely qualified to assist the City of Diamond Bar with the proposed Development Impact Fee Study. The following are specific advantages that we will provide for the proposed engagement.

Project Dedication

Willdan has assembled a project team of subject matter experts within the Financial Consulting Services group, to conduct the City of Diamond Bar Development Impact Fee Study engagement. This team has coordinated or participated in numerous public stakeholder and staff workshops regarding fees and cost of service-based charges.

Community Investment

Much of our success in developing impactful programs and studies is due to our experiences in meeting with citizen / stakeholder groups and elected officials. Our ability to explain technical information in a concise, understandable manner is a fundamental reason for our high degree of success. Willdan staff takes the time to ***include and inform the Community***.

Proven Professionals

The Team's quality is often as important as the consulting firm's reputation. Willdan is known for its personal, customized service. Our team will work with the City's professional staff to provide the long-term service, that is our prime goal.

The team presented within this proposal has worked collectively on numerous projects, similar to the one being requested in the City's RFP, including the City of Diamond Bar; an established work practice between the team members has been forged, this proven long-standing system has benefited our clients.

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Similar Studies

The following table lists Willdan's development impact fee clientele that have utilized our services.

Willdan Financial Services Development Impact Fee Experience Partial Client List	
City of Alameda, CA	City of Pacifica, CA
City of Arcadia, CA	City of Patterson, CA
City of Arroyo Grande, CA	City of Parkland, FL
City of Artesia, CA	City of Pismo Beach, CA
City of Atwater	City of Pittsburg, CA
City of Azusa, CA	City of Pleasant Hill, CA
City of Bakersfield, CA	City of Rancho Mirage, CA
City of Barstow, CA	City of Redwood City, CA
City of Bell, CA	City of Rialto, CA
City of Bell Gardens, CA	City of Richmond, CA
City of Bellflower, CA	City of Rio Rancho, NM
City of Brea, CA	City of Riverbank, CA
City of Buena Park, CA	City of Rolling Hills Estates, CA
City of Calimesa, CA	City of Rosemead, CA
City of Carpinteria, CA	City of San Carlos, CA
City of Chino Hills, CA	City of San Fernando, CA
City of Claremont, CA	City of San Gabriel, CA
City of Clovis, CA	City of San Jacinto, CA
City of Coachella, CA	City of San Marcos, CA
City of Commerce, CA	City of San Ramon, CA
City of Compton, CA	City of Santa Clara, CA
City of Corona, CA	City of Sebastopol, CA
City of Covina, CA	City of Selma, CA
City of Cudahy, CA	City of Sierra Madre, CA
City of Dixon, CA	City of Soledad, CA
City of Dublin, CA	City of South Gate, CA
City of Eastvale, CA	City of South Pasadena, CA
City of El Monte, CA	City of South San Francisco, CA
City of El Segundo, CA	City of St. Helena, CA
City of Emeryville, CA	City of Tehachapi, CA
City of Fillmore, CA	City of Temple City, CA
City of Fontana	City of Thousand Oaks, CA
City of Fountain Valley, CA	City of Tracy, CA
City of Fremont, CA	City of Upland, CA

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Willdan Financial Services
Development Impact Fee Experience
Partial Client List

City of Garden Grove, CA	City of Visalia, CA
City of Gilroy, CA	City of Wasco, CA
City of Gonzales, CA	City of Yucaipa, CA
City of Goose Creek, SC	Coachella Valley Association of Governments, CA
City of Guadalupe, CA	Contra Costa Fire Protection District, CA
City of Greenfield, CA	County of Clay, FL
City of Grover Beach, CA	County of Kern, CA
City of Hawthorne, CA	County of Kings, CA
City of Healdsburg, CA	County of Los Angeles, CA
City of Hemet, CA	County of Madera, CA
City of Hercules, CA	County of Merced, CA
City of Hollister, CA	County of Placer, CA
City of Huntington Beach, CA	County of Riverside, CA
City of Huntington Park, CA	County of Sacramento, CA
City of Indian Wells, CA	County of San Benito, CA
City of Irwindale, CA	County of San Diego, CA
City of Irvine, CA	County of San Joaquin, CA
City of Kingsburg, CA	County of San Luis Obispo, CA
City of La Mesa, CA	County of Santa Barbara, CA
City of La Verne, CA	County of Solano, CA
City of Las Cruces, NM	County of Sonoma, CA
City of Lake Elsinore, CA	County of Stanislaus, CA
City of Lake Forest, CA	County of Tulare, CA
City of Lawndale, CA	County of Yolo, CA
City of Livermore, CA	East Contra Costa Fire Protection District, CA
City of Long Beach, CA	Kern Council of Governments, CA
City of McFarland, CA	Nevada County Consolidated Fire District, CA
City of Madera, CA	Rodeo-Hercules Fire Protection District, CA
City of Manteca, CA	San Gorgonio Memorial Healthcare District, CA
City of Menifee, CA	Stanislaus Council of Governments, CA
City of Moreno Valley, CA	Tehachapi Valley Rec. & Park District, CA
City of Morgan Hill, CA	Town of Apple Valley, CA
City of Mountain View, CA	Town of Mead, CO
City of Murrieta, CA	Town of Windsor, CA
City of Newport Beach, CA	Tulare County Association of Governments, CA
City of Oroville, CA	Village of Taos Ski Valley, NM

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References

Provided below are client references for projects completed by Willdan and the project team members proposed herein, which demonstrates our ability to provide the requested services. We are proud of our reputation for customer service and encourage you to contact our past clients regarding our commitment to excellence.

City of Newport Beach, CA
Development Impact Fee Study

Willdan conducted a comprehensive Development Impact Fee Study for the City of Newport Beach that aimed to establish new impact fees essential for the enhancement and sustainability of key community services, including Recreation, Police, Fire/Life Safety, and Water and Sewer facilities. This in-depth study adhered to the guidelines set forth by the Mitigation Fee Act, as well as recent legislative changes encapsulated in AB 516 and AB 602.

In conducting the study, a detailed evaluation of the City's current level of service was performed for each facility type, allowing for an understanding of existing capacities and areas in need of improvement. The analysis then transitioned to a proportional allocation of future resource requirements, effectively linking these needs to new developments based on anticipated increases in demand. The findings from the compliant study were compiled and presented to the City Council during a public hearing, where they were adopted unanimously.

Client Contact:	Liz Westmoreland, AICP, Principal Planner 100 Civic Center Drive, Newport Beach, CA 92660 Tel #: (949) 644-3234 | Email: lwestmoreland@newportbeachca.gov
Project Team:	James Edison, Principal-in-Charge | Carlos Villarreal, Project Manager
Project Dates:	October 2021 – December 2024

City of Irvine, CA
Development Impact Fee Update

In 2024, Willdan was engaged to conduct a Comprehensive Development Impact Fee Study to update fees in compliance with the Mitigation Fee Act. The study also took into consideration the effects of recent legislation, such as AB 516 and AB 602, to ensure that the fees are defensible and transparent.

The City sought to enhance its impact fee program to align with evolving growth projections, project costs, and facility standards. This initiative aimed to ensure that new developments contribute appropriately to funding essential facilities. Willdan took the lead in crafting a robust justification for the proposed fees based on clear and reasonable relationships, adhering to careful review standards. The team developed a schedule of well-defined, maximum-justified fees tailored to various land use categories. Engaging stakeholders, Willdan fostered public support for the impact fee program and provided thorough documentation of all assumptions, methodologies, and outcomes, ensuring transparency and accountability throughout the process.

Client Contact:	Grace Yoon-Taylor, Budget Office, Administrative Services 1 Civic Center Plaza, Irvine, CA 62606 Tel #: (949) 724-6243 | Email: JYoon-Taylor@cityofirvine.org
Project Team:	James Edison, PIC/Project Manager | Carlos Villarreal, Lead Analyst
Project Dates:	September 2024 – May 2025

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City of Moreno Valley, CA
Development Impact Fee Study

Willdan was retained to perform a comprehensive update to the City's impact fee program in 2023, after updating the program on two prior occasions. Their program included a variety of facility fee categories including arterial streets, traffic signals, interchanges, parks, recreation, fire, police, library, corporation yard, maintenance equipment, and animal shelter facilities. The nexus study justified fees that were significantly higher than the City's current fees, partially because the fees had not been comprehensively updated in some time. Willdan worked with City staff to recommend a phased approach to implementation, so that the City could increase their fees on a regular schedule providing developers with certainty specific to the fee amounts in the near future.

Client Contact:	Melissa Walker, PE, Public Works Director 14177 Frederick Street, Moreno Valley, CA 92553 Tel #: (951) 413-3116 | Email: melissaw@moval.org
Project Team:	James Edison, Principal-in-Charge | Carlos Villarreal, Project Manager
Project Dates:	November 2023 – April 2024

City of Murrieta, CA
Comprehensive Impact Fee Study

Willdan was retained originally in 2013 to conduct a comprehensive update to the City's impact fees. The team was once again retained through competitive bid in 2023 to update the following fees: Law Enforcement, Fire Protection, Streets and Minor Bridges, Traffic Signals, Storm Drainage, General Facilities, Bridge/Freeway/Ramps, Open Space Acquisition, Park Land Facilities, Community Center, and Public Library.

Willdan developed a technically defensible fee justification based on the reasonable relationship and deferential review standards; provided a schedule of maximum-justified fees by land use category; engaged stakeholders to facilitate public support for the impact fee; and provided comprehensive documentation of all assumptions, methodologies, and results, including findings required by the Mitigation Fee Act.

Client Contact:	Javier Carcamo, Finance Manager 1 Town Square, Murrieta, CA 92562 Tel #: (951) 461-6090 | Email: jcarcamo@murrietaca.gov
Project Team:	James Edison, Principal-in-Charge | Carlos Villarreal, Project Manager
Project Dates:	April 2023 – November 2024

City of Pismo Beach, CA
Development Impact Fee Study

Willdan assisted the City of Pismo Beach with an second update to their impact fee program. The program included the following facilities: police, fire protection, park and recreation improvements, water system improvements, wastewater, traffic, and general government/administrative facilities. This project was warranted due to the amount of time that had elapsed since the prior update, coupled with the adoption of new and revised public facility master plans that complemented the updated impact fees.

Prior to fee program adoption, Willdan held a stakeholder meeting to inform the public about the project, and to solicit feedback from the development community.

Client Contact:	Nadia Feeser, Administrative Services Director 760 Mattie Road, Pismo Beach, CA 93449 Tel #: (805) 773-7010 | Email: nfeeser@pismobeach.org
Project Team:	James Edison, Principal-in-Charge | Carlos Villarreal, Project Manager
Project Dates:	July 2024 – February 2025

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D. Methodology / Project Understanding

This section outlines Willdan Financial Services' ("Willdan") understanding of the situation surrounding the City of Diamond Bar's ("City") desire to establish a development impact fee study, as well as identify the project objectives and discusses the background regarding public facilities financing in California. Also outlined is an overview of our impact fee project approach.

Project Understanding

As part of the larger financial planning effort for Diamond Bar General Plan and the City's downtown, the City seeks to enhance the funding of infrastructure in the City. As part of this effort, the City desires to establish impact fees to ensure a fair and reasonable fee structure, while meeting the requirements of the California *Mitigation Fee Act (California Government Code 66000 et seq*). The resulting fees will fund new development's share of planned facilities, while not overburdening development. Based on prior discussions with staff, Willdan understands there is interest in updating the traffic mitigation fee and potentially establishing the following fees:

- General Government
- Parks and Recreation
- Public Safety
- Transportation

In addition, Willdan understood that the City may want to adopt a few other fee categories, including stormwater, sewer, water, affordable housing in-lieu, parking in-lieu, and library. This proposal assumes a total of six categories for the purposes of pricing. This can be adjusted as needed once the final list of fee categories is determined.

Project Objectives

The objective of this project is to establish development impact fees pursuant to State law. To accomplish this objective, this study will:

- Develop a technically defensible fee justification, based on the reasonable relationship and deferential review standards;
- Review and facility standards, capital facilities plans and costs, and development and growth assumptions;
- Provide a schedule of maximum-justified fees by land use category; and
- Provide comprehensive documentation of assumptions, methodologies, and results, including findings required by the *Mitigation Fee Act*.

Public Facilities Financing in California

The changing fiscal landscape in California during the past 40 years has steadily undercut the financial capacity of local governments to fund infrastructure. Four dominant trends stand out:

1. The passage of a string of tax limitation measures starting with Proposition 13 in 1978 and continuing through the passage of Proposition 218 in 1996;
2. Declining popular support for bond measures to finance infrastructure for the next generation of residents and businesses;
3. Steep reductions in Federal and State assistance; and

Permanent shifting by the State of local tax resources to the State General Fund to offset deficit spending brought on by recessions.

Faced with these trends, many cities and counties have had to adopt a policy of "growth pays its own way." This policy shifts the burden of funding infrastructure expansion from existing rate and taxpayers onto new development. This funding shift has been accomplished primarily through the imposition of assessments, special taxes, and development impact fees, also known as public facilities fees.

Assessments and special taxes require approval of property owners or registered voters and are appropriate when the funded facilities are directly related to the developing property. Development impact fees, on the other hand, are an appropriate funding source for facilities that benefit development jurisdiction-wide. Development fees need only a majority vote of the legislative body for adoption.

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Summary of Approach

Willdan's methodology for calculating public facilities fees is both simple and flexible. Simplicity is important so that the development community and the public can easily understand the justification for the fee program. At the same time, we use our expertise to reasonably ensure that the program is technically defensible.

Flexibility is important, so we can tailor our approach to the available data, and the agency's policy objectives. Our understanding of the technical standards established by statutes and case law suggests that a range of approaches are technically defensible. Consequently, we can address policy objectives related to the fee program, such as economic development and affordable housing. Flexibility also enables us to avoid excessive engineering costs associated with detailed facility planning. We calculate the maximum justifiable impact fee and provide flexibility for the agency to adopt fees up to that amount.

Development impact fees are calculated to fund the cost of facilities required to accommodate growth. The four steps followed in an impact fee study include:

- **Estimate existing development and future growth:** Identify a base year for existing development and a growth forecast that reflects increased demand for public facilities;
- **Identify facility standards:** Determine the facility standards used to plan for new and expanded facilities;
- **Determine facilities required to serve new development and their costs:** Estimate the total amount and cost of planned facilities, and identify the share required to accommodate new development; and
- **Calculate fee schedule:** Allocate facilities costs per unit of new development to calculate the public facilities fee schedule.

We discuss key aspects of our approach to each of these steps in the subsections that follow.

Growth Projections

In most cases, we recommend use of long-range market-based projections of new development. By "long-range" we suggest 20 to 30 years to: capture the total demand often associated with major public facility investments; and support analysis of debt financing, if needed. In contrast to build out projections, market-based projections provide a more realistic estimate of development across all land uses. Build out projections typically overestimate commercial and industrial development because of the oversupply of these land uses relative to residential development.

Facility Standards

The key public policy issue in development impact fee studies is the identification of facility standards (second bullet above). Facility standards document a reasonable relationship between new development and the need for new facilities. Standards ensure that new development does not fund deficiencies associated with existing development.

Our approach recognizes three separate components of facility standards:

1. **Demand standards** determine the amount of facilities required to accommodate growth. Examples include park acres per thousand residents, square feet of library space per capita, or gallons of water per day. Demand standards may also reflect a level of service such as the vehicles-to-capacity (V/C) ratio used in traffic planning;
2. **Design standards** determine how a facility should be designed to meet expected demand, for example park improvement requirements and technology infrastructure for office space. Design standards are typically not explicitly evaluated as part of an impact fee analysis but can have a significant impact on the cost of facilities. Our approach incorporates current facility design standards into the fee program to reflect the increasing construction cost of public facilities; and
3. **Cost standards** are an alternate method for determining the amount of facilities required to accommodate growth based on facility costs per unit of demand. Cost standards are useful when demand standards were not explicitly developed for the facility planning process.

   Cost standards also enable different types of facilities to be analyzed based on a single measure (cost or value), useful when disparate facilities are funded by a single fee program. Examples include facility costs per capita, per vehicle trip, or cost per gallon of water per day.

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Identifying New Development Facility Needs and Costs

We can take several different approaches to identify facility needs and costs to serve new development. Typically, this is a two-step process: 1) identify total facility needs; and 2) allocate to new development its fair share of those needs. Total facility needs are often identified through a master facility planning process that typically takes place concurrent with or prior to conducting the fee study. Engineered facility plans are particularly important in the areas of traffic, water, sewer, and storm drain due to the specialized technical analysis required to identify facility needs.

There are three common methods for determining new development's fair share of planned facilities costs: 1) the existing inventory method; 2) the planned facilities method; and 3) the system plan method. Often the method selected depends on the degree to which the community has engaged in comprehensive facility master planning to identify facility needs.

The formula used by each approach and the advantages and disadvantages of each method is summarized as follows:

Existing Inventory Method

The existing inventory method allocates costs based on the ratio of existing facilities to demand from existing development as follows:

$$\frac{\text{Current Value of Existing Facilities}}{\text{Existing Development Demand}} = \$/\text{unit of demand}$$

Under this method new development funds the expansion of facilities at the same standard currently serving existing development. By definition, the existing inventory method results in no facility deficiencies attributable to existing development. This method is often used when a long-range plan for new facilities is not available. Only the initial facilities to be funded with fees are identified in the fee study. Future facilities to serve growth are identified through an annual Capital Improvement Plan (CIP) and budget process, possibly after completion of a new facility master plan.

Planned Facilities Method

The planned facilities method allocates costs based on the ratio of planned facility costs to demand from new development as follows:

$$\frac{\text{Cost of Planned Facilities}}{\text{New Development Demand}} = \$/\text{unit of demand}$$

This method is appropriate when specific planned facilities can be identified that only benefit new development. Examples include street improvements to avoid deficient levels of service or a sewer trunk line extension to a previously undeveloped area. This method is appropriate when planned facilities would not serve existing development. Under this method new development funds the expansion of facilities at the standards used for the master facility plan.

System Plan Method

This method calculates the fee based on the ratio of the value of existing facilities plus the cost of planned facilities divided by demand from existing plus new development:

$$\frac{\text{Value of Existing Facilities + Cost of Planned Facilities}}{\text{Existing + New Development Demand}} = \$/\text{unit of demand}$$

This method is useful when planned facilities need to be analyzed as part of a system that benefits both existing and new development. It is difficult, for example, to allocate a new fire station solely to new development when that station will operate as part of an integrated system of fire stations that work together to achieve the desired level of service. Police substations, civic centers, and regional parks are examples of similar facilities.

The system plan method ensures that new development does not pay for existing deficiencies. Often, facility standards based on policies such as those found in General Plans are higher than existing facility standards. This method enables the calculation of the existing deficiency required to bring existing development up to the policy-based standard.

The local agency must secure non-fee funding for that portion of planned facilities, required to correct the deficiency, to ensure that new development receives the level of service funded by the impact fee.

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Calculating the Fee Schedule

At its simplest, the fee schedule uses the cost per unit of demand discussed in the last subsection to generate the fee schedule. This unit cost is multiplied by the demand associated with a new development project to calculate the fee for that project. The fee schedule uses different demand measures by land use category to provide a reasonable relationship between the type of development and the amount of the fee. We are familiar with a wide range of methods for identifying appropriate land use categories and demand measures depending on the particular study.

Related Approach Issues

Funding and Financing Strategies

In our experience, one of the most common problems with impact fee programs and with many CIPs is that the program or plan is not financially constrained to anticipated revenues. The result is a "wish list" of projects that generate community expectations that often cannot be fulfilled. Our approach is to integrate the impact fee program into the local agency's existing CIPs while encouraging those plans to be financially constrained to available resources. We clearly state the cost of correcting existing deficiencies, if any, to document the relationship between the fee program and the need for additional non-fee funding.

We can also address one of the most significant drawbacks of an impact fee program – the inability to support conventional public debt financing, so projects can be built before all fee revenues have been received. In collaboration with financial advisors and underwriters, we have developed specific underwriting criteria so that fees can be used to pay back borrowing if another source of credit exists. Typically, this approach involves the use of Certificates of Participation or revenue bonds that are calibrated so that they can be fully repaid using impact fee revenues.

Economic Development Concerns

The development community often is concerned that fees and other exactions will become too high for development to be financially feasible under current market conditions. Local agencies have several strategies to address this concern, including:

- Conducting an analysis of the total burden placed on development, by exactions, to see if feasibility may be compromised by the proposed fees;
- Gathering similar data on the total fee burden imposed by neighboring or competing jurisdictions;
- Developing a plan for phasing in the fees over several years to enable the real estate market to adjust;
- Providing options for developers to finance impact fees through assessments and other types of financing districts; and
- Imposing less than the maximum justified fee.

If less than the maximum justified fee is imposed, we will work with staff to identify alternative revenues sources for the CIP. The CIP should remain financially feasible to maintain realistic expectations among developers, policy-makers, and the public.

Stakeholder Participation

Stakeholder participation throughout the study supports a successful adoption process. Our approach is to create consensus first around the need for facilities based on agreed upon facility standards. Second, we seek consensus around a feasible funding strategy for these needs, leading to an appropriate role for impact fees.

Gaining consensus among various groups requires a balanced discussion of both economic development and community service objectives. Often, our approach includes formation of an advisory committee to promote outreach to and input from the development community and other stakeholders. We have extensive experience facilitating meetings to explain the program and gain input.

Program Implementation

Fee programs require a certain level of administrative support for successful implementation. Our final report will include recommendations for appropriate procedures, such as:

- Regularly updating development forecasts;
- Regularly updating fees for capital project cost inflation;
- Regularly updating capital facility needs based on changing demands;
- Developing procedures for developer credits and reimbursements; and
- Including an administrative charge in the fee program.

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Work Plan

Willdan will work with the City to establish its impact fees consistent with the Mitigation Fee Act and other relevant laws. We want to ensure that our scope of services is responsive to the City's needs and specific local circumstances. We will work with the City to revise our proposed scope based on input prior to approval of a contract, and as needed during the course of the study.

Task 1:	Identify and Consider Fee Categories and Policy Issues
Objective:	Identify City facilities needs and appropriate fees. Discuss potential policy issues raised by the fees and the required study. Kick-off meeting with staff to review data needs, policy issues, and schedule.
Description:	Meet with the City to discuss facilities needs and appropriate fee categories, considering City requirements, stakeholder concerns, and neighboring and comparable jurisdictions. Willdan will assist the City with best practices and provide a list of typical fee categories adopted by similar jurisdictions. If needed Willdan can attend a council workshop or other public meeting to give an overview of development impact fees and obtain input from the Council and members of the public, as appropriate. Willdan will review agency documents related to existing capital planning policies and funding programs. Bring policy issues to City staff's attention, as appropriate, during the project and seek guidance prior to proceeding. Potential policy issues include: ▪ Changes in implementation resulting from AB 602; ▪ Changes in approach and nexus findings necessary to comply with AB 602; ▪ Potential new impact fees for consideration ▪ Availability of existing public facility master plans and CIPs to identify needed facilities; ▪ Types of facilities to be funded by each fee; ▪ Land use categories for imposition of fees; ▪ Nexus approach to determining facility standards; ▪ Nexus approach to allocating cost burden among land uses, including need for separate fee zones; ▪ Potential alternative funding sources, if needed; ▪ Funding existing deficiencies, if identified; and ▪ Implementation concerns and strategies.
Deliverables:	(1) Information requests; (2) list of fees for implementation and (3) revised project scope and schedule, (if needed).

Task 2:	Identify Existing Development and Future Growth
Objective:	(1) Identify estimates of existing levels of development; and (2) identify a projection of future growth consistent with current planning policy.
Description:	Identify base year for estimating existing levels of development and for calculating facility standards based on existing facility inventories (see Task 3). Include entitled development that would be exempt from fee program. Consult with City staff to identify growth projections to a defined long-range planning horizon (10 to 30 years). Projections provide a basis for determining the facilities needed to accommodate growth (see Task 4). Consider projections from regional metropolitan planning agencies and other available sources - City staff to provide estimates and projections by zone if needed. Develop approach for converting land use data to measure of facility demand. For example, identify population and employment density factors to convert population and employment estimates to dwelling units and building square footage.

Select appropriate approach for each impact fee based on:

- Available local data on facility demand by land use category;
- Approaches used by other agencies; and
- Support for other agency policy objectives.

Changes to estimates and projections during subsequent tasks could cause unanticipated effort and require an amendment to the scope of services and budget. Obtain approval of estimates and projections from City staff prior to proceeding.

Task 3:	Determine Facility Standards
Note:	Conduct Tasks 3, 4, and 5 separately for each intended facility and fee type. Conduct tasks concurrently because of the effect of facility standards (Task 3), facility needs (Task 4), and alternative funding (Task 5) on the fee calculation.
Objective:	Determine standards to identify facilities required to accommodate growth.
Description:	Identify and evaluate possible facility standards depending upon the facility type, current facility inventory data, and available facility planning documents. Consider use of: (1) adopted policy standards (e.g., General Plan, master facility plans); (2) standards derived from existing facility inventories; or (3) standards derived from a list of planned facility projects. City staff to provide policies, inventories, and project lists. Willdan will work with the City to identify additional costs that might be eligible for funding by the DIF.

Task 4:	Determine Facilities Needs and Costs
Objective:	Identify the type, amount and cost of facilities required to accommodate growth and correct deficiencies, if any.
Description:	Quantify total planned facilities based on growth projection from Task 2 and facility standards from Task 3. Express planned facilities in general quantities such as acres of parkland, or as a specific list of capital projects from a master facility plan. Location of planned facilities may or may not be specified. If only a general description of planned facilities is available through the planning horizon, City staff to provide a list of specific capital projects for use of fee revenues during the short term (e.g., five years). Distinguish between: (1) facilities needed to serve growth (that can be funded by impact fees); and (2) facilities needed to correct existing deficiencies (that cannot be funded by impact fees). Use one of three cost allocation methods (existing inventory, system plan, or planned facilities). Gather planning-level data on new facilities costs based on lump sum project cost estimates, or unit costs and project quantities (acres, building square feet, lane miles, etc.). Consider recent City experience, local market data such as land transactions, and consultant team experience from prior projects. Inflate older cost estimates to base year using appropriate cost indices. The revised facility costs will form the basis of the capital improvement program needed for compliance with AB 602. ***This scope of work does not include additional engineering analysis to identify total facility needs, existing deficiencies, or cost estimates. Any such engineering/design work can be provided under a separate contract with Willdan Engineering or a third party. However, Willdan can use rough descriptions and comparable projects to calculate a reasonable cost estimate sufficient for use in the DIF study.***

Task 5:	Identify Funding and Financing Alternatives
Objective:	Determine the extent of alternative (non-fee) funding available for new facilities.
Description:	If impact fees are going to only partially fund a capital project, the *Mitigation Fee Act* requires the agency report on the anticipated source and timing of the additional funding every five years. There are two types of alternative funding sources that we will identify: 1. Funding from non-impact fee sources to correct existing deficiencies; and 2. Funding from new development other than impact fees that must be credited against new development's impact fee contributions, possibly including taxes paid to finance facilities.

Identify anticipated alternative funding based on information from City staff or note that funds are still to be identified based on a list of probable funding alternatives. If fees will fund debt service include financing costs in the total cost of facilities.

Assume facilities to be funded predominantly on a pay-as-you-go basis. Scope does not include a cash flow analysis to analyze effect of timing of fee revenues on financing costs.

Task 6:	Fee Comparison
Objective:	Provide a comparison of the proposed impact fees to those of comparable/surrounding jurisdictions in Los Angeles County and an assessment of the effect of fees on development feasibility.
Description:	Willdan will compare a total of four Los Angeles County jurisdictions to be selected by the City. Willdan will also provide an assessment of the effect of the fees on project feasibility, typically using a ratio calculation to development value compared to industry benchmarks. Typically, Willdan prepares an analysis of fees charged to a series of prototype developments (such as residential, retail, etc.) to provide an "apples to apples" comparison, but the exact methodology will be determined in consultation with the City. This comparison will be limited to four other jurisdictions.

Task 7:	Calculate Fees and Prepare Report
Objective:	Provide technically defensible fee report that comprehensively documents project assumptions, methodologies, and results.
Description:	Generate fee schedule to apportion facility costs to individual development projects. Use facility costs per unit of demand multiplied by demand by land use category based on data developed in prior tasks. Prepare draft report tables for City staff to review, that document each step of the analysis, including schedule of maximum justified fees by facility type land use category and all other requirements of the Mitigation Fee Act. Following one (1) round of comments from City staff on the quantitative analysis and fee schedules, prepare administrative draft report. Following one (1) round of comments on administrative draft, prepare public draft for presentation to interested parties, the public and elected officials. This public review draft will be presented and public stakeholder meetings and at a Council informational session. Prepare final report, if necessary, based on comments received on the public draft report. If requested, post the report on our website for public access. Note that as of January 2022, the Nexus study is adopted separately from the fees, and with a 30-day notice. Fees will be calculating residential land uses in compliance with AB 602. Provide legal counsel with copies of fee resolutions and ordinances used by other jurisdictions.
Deliverables:	If necessary, we will provide up to two (2) bound copies of the draft report, one (1) unbound copy, one (1) Microsoft Word copy; and up to two (2) bound copies of the final report.

Task 8:	Meetings
Objective:	The project manager or other necessary Willdan staff will attend project meetings. A member of the Impact Fee project team will attend up to four (4) in-person meetings throughout the City's engagement. Phone conferences are not considered meetings for the purposes of this scope.
Optional:	Optional stakeholder and Council meetings may be requested by the City.

Staff Support

To complete our tasks, we will need the cooperation of City of Diamond Bar staff. We suggest that the City assign a key individual to represent the City as the project manager who can function as our primary contact. We anticipate that the City's project manager will: Coordinate responses to requests for information; Coordinate review of work products; and Help resolve policy issues.

Willdan will rely on the validity and accuracy of the City's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

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Project Disclaimer

Willdan is a registered municipal advisory firm with the U.S. Securities and Exchange Commission ("SEC"), as such the City of Diamond Bar represents, acknowledges, and agrees that Willdan is not acting as a "municipal advisor" (as defined by the SEC), to the City, in any capacity as it relates to the project proposed in this Development Impact Fee Study RFP.

(i) The City uses, or may use, the services of one or more municipal advisors registered with the SEC to advise it in connection with municipal financial products and the issuance of municipal securities;

(ii) The City is not looking to Willdan to provide, and the City shall not otherwise request or require Willdan to provide any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);

(iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;

(iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the City with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the City , (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the City, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and

(v) Notwithstanding all of the foregoing, the City recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the City will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the City is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

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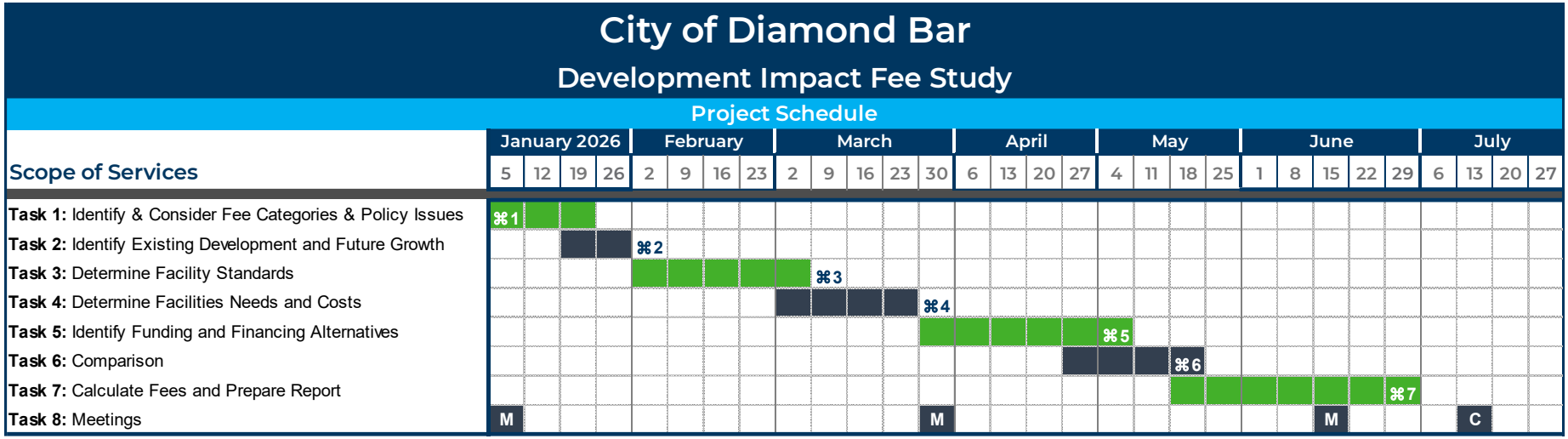
Project Timeline

Willdan anticipates time is of the essence for the City to begin this engagement. Typically, an impact fee study requires approximately six to seven months from notice to proceed to adoption. The proposed schedule can only be met with the cooperation of City staff. Delays in responding to our requests for data and review will result in corresponding delays to the project schedule. If that is the case, we will notify the City immediately of the possible impact on the schedule.



Deliverables:

- ⌘1: Information Request, Meeting Agenda, Revised Schedule, Summary
- ⌘2: Development Growth Projections (table format)
- ⌘3: Project List
- ⌘4: Cost Estimates for Identified Facilities
- ⌘5: Fee Comparison
- ⌘6: Draft Fee Tables & Text
- ⌘7: Administrative/Public Draft Report(s), Final Nexus Report, Slide Presentation

Meetings:

M - City Staff Meetings
C - City Council Meeting (Study Session/Public Hearing)

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City Requirements

Sample Data Request

The following is only a sample request. In order to effectively and address the City's unique needs, the project team will likely need to gather additional comprehensive data concerning the City's impact fees, demographics, stakeholders, and local conditions. The following is the typical data request for the impact fees other than those for affordable housing. In the case of affordable housing most data is from third party sources, apart any information available about existing affordable housing projects in the City.

Re: Development Impact Fee Nexus Study Update – Initial Data Request

To complete this study, Willdan Financial Services will require the following information. Please forward this information by email. Additionally, we may set up a Box account for uploading large files to a project folder. Please contact us directly if you have any questions.

Development Estimates

We will use the approach and data sources listed below unless directed otherwise. Let us know if you have preferred local data sources, or sources that may be more consistent with other current planning efforts or impact fee programs.

- Existing current population and employment estimates.

  We will develop estimates based on the most current California Department of Finance (DOF) and US Census data.
- Future projections (such as for 2045) of population and employment.

  We will work with you and your staff to determine the most appropriate projections to use
- Household and employment density factors.
  We will develop household density based on local Census data. We will develop employment density factors based on data from the latest ITE Trip Generation Manual.

Existing Facilities Inventory

Please provide an inventory of existing public safety facilities and parks and recreation facilities. Note that the transportation and utilities (water and sewer) impact fees rely on different data.

For the existing inventory, please include:

- Amount of owned land acreage;
- Amount of developed and undeveloped parkland acreage;
- Amount of building square feet for owned buildings;
- Vehicles owned, by type and the estimated valuation of those vehicles; and
- A brief description of any equipment or other asset that would add significant value to the current replacement value of existing facilities, such as recent networking and central computer system investments.

Capital Improvement Plans or Recent Master Plans

If available, please provide master facilities plans or other capital improvement plans that have been completed and are still relevant (i.e. not outdated) for any of the facility types to be included in this study. Specifically, be sure to include the following information for all facility categories, if future facility plans have been identified:

- Project list / facility plans for all fee categories;
- Amount of land acreage for future parcels upon which facilities will be located;
- Amount of building square feet for planned buildings;
- Number of vehicles; and
- Any related capital equipment.

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Unit Cost Estimates

We also need your best estimate of unit costs for each of the facilities listed in the inventory of existing and planned facilities. In most cases, unit cost estimates should reflect today's cost of building to current standards or purchasing at current market values the facility or asset that the City would expand to serve growth. In some cases, discounted costs may be more applicable, especially for older buildings and assets and/or those requiring significant repair or reconstruction. We can use unit cost estimates from other recent studies completed for comparable clients if necessary but would prefer local data if available.

Based on the facility list above, we would need unit costs for:

- Per acre cost for land acquisition;
- Per acre cost of standard park amenities;
- Per square foot cost, including all soft costs, for buildings;
- Costs per vehicle by type of vehicle;
- Lump sum replacement cost for other facilities or equipment included in inventory.

Building Permit Data

Please provide at least one year of historical building permit data for new residential dwelling units, listing the size in square feet of each new unit built.

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E. Cost for Services

Not to Exceed Fixed Fee

Based upon the scope of work identified herein, Willdan proposes a ***fixed fee of $73,500*** for the City's Development Impact Fee Study. The table below provides a breakdown of the proposed fee by task and team member.

City of Diamond Bar
Development Impact Fee Study
Project Quote

		J. Edison Principal-in-Charge	C. Villarreal Project Manager	Total	
		$ 300	$ 270	Hours	Cost
Scope of Services					
Task 1:	Identify and Resolve Policy Issues	12.0	16.0	28.0	$ 7,920
Task 2:	Identify Existing Development and Future Growth	12.5	14.0	26.5	7,530
Task 3:	Determine Facility Standards	16.0	24.0	40.0	11,280
Task 4:	Determine Facilities Needs and Costs	12.5	22.0	34.5	9,690
Task 5:	Identify Funding and Financing Alternatives	10.0	22.0	32.0	8,940
Task 6:	Fee Comparison	6.0	16.0	22.0	6,120
Task 7:	Calculate Fees and Prepare Report	12.0	26.0	38.0	10,620
Task 8:	Meetings	20.0	20.0	40.0	11,400
Total – Development Impact Fee Study		**101.0**	**160.0**	**261.0**	**$ 73,500**

Notes

Please note the following:

- The fee denoted above includes attendance at up to four in-person meetings, including with City staff, stakeholders, and City Council.

  Attendance at more than four meetings and/or presentations will be billed at our current hourly rates, provided below, and actual expenses.
- Comprehensive written responses to resolve conflicts or preparation of more than one set of major revisions to the draft report will be classified as Additional Services and may require additional billing at hourly rates stated in the hourly rate schedule listed below. These additional fees shall only take effect once the fixed fee stated above has been exceeded.
- Our fixed fee includes all direct expenses associated with the project.
- We will invoice the City monthly based on percentage of project completed.
- City shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the project. Reimbursement shall be at Willdan 's rates in effect at the time of such response.
- Optional/Additional Services beyond the listed Scope of Services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates.

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Hourly Rates

Provided below is Willdan's hourly rate table identifying current hourly rates for additional or optional services.

Willdan Financial Services Hourly Rate Schedule		
Position	**Team Member**	**Hourly Rate**
Vice President / Director		$310
Managing Principal	James Edison	$300
Principal Consultant	Carlos Villarreal	$270
Senior Project Manager		$250
Project Manager		$210
Senior Project Analyst		$150
Senior Analyst		$135
Analyst II		$120
Analyst I		$110

F. Insurance

Provided below is the current Certificate of Insurance for the ongoing Cost Allocation Plan and User Fee Study. Upon contract award, a COI specific to the Development Impact Fee Study will be provided.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

11/9/2026

DATE (MM/DD/YYYY): 10/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Lockton Companies, LLC
DBA Lockton Insurance Brokers, LLC in CA
CA license #0F15767
8110 E Union Ave., Ste, 100
Denver CO 80237
denver-certs@lockton.com

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURED: 1508060
Willdan Financial Services
27368 Via Industria, Suite 200
Temecula, CA 92590

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B : Allied World Surplus Lines Insurance Company	24319
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES — CERTIFICATE NUMBER: 20538292 — REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	P-630-A1178471-TIL-25	11/9/2025	11/9/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Emp. Benefits Liab.						MED EXP (Any one person)	$ 15,000
	X Contr. Liab. Incl.						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY / X PRO-JECT / X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	810-A1161741-25-43-G	11/9/2025	11/9/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB / OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED / RETENTION $							$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A	Y	UB-8Y032268-25-43-G	11/9/2025	11/9/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Prof Liab – Arc/Eng	N	Y	0313-5950	11/9/2025	11/9/2026	Per Claim:$2,000,000 Aggregate:$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Citywide User Fee Study and Full Cost Allocation Plan. City of Diamond Bar, its officers, employees, agents and volunteers are included as Additional Insured(s) in accordance with the provisions of the General Liability and Automobile Liability policies. The General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the provisions of the policies. See the next page. . .

CERTIFICATE HOLDER

20538292
City of Diamond Bar
Attention: Dannette Allen
21810 Copley Drive
Diamond Bar, CA 91765

CANCELLATION: See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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G. Consulting Services Agreement

Willdan has reviewed the City's Consultant Services Agreement included within the Development Impact Fee Study RFP, and kindly request the deletion of the following language.

20. Liquidated Damages. Consultant shall pay City, or have withheld from monies due it, as liquidated damages, the sum of _____ Dollars ($___) per day for each and every calendar day's delay in finishing the work within the time specified, including any written extensions which may be granted, in writing, in accordance with this Agreement. [Optional, include in situations in which untimely delivery of a product or service would interfere with City's ability to serve its constituents. Must have Section 18 and 19 to include.]

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WILLDAN

27368 Via Industria, Suite 200
Temecula, CA 92590-4856

951.587.3500 | 800.755.6864 | Fax: 951.587.3510

www.willdan.com

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Purchase of a F5 BIG-IP VPN Appliance.

STRATEGIC GOAL: Responsible Stewardship of Public Resources

RECOMMENDATION:

Approve and authorize the City Manager to issue a purchase order to GovConnection, Inc. for the purchase of a F5 BIG-IP VPN Appliance with Service and Support in the not-to-exceed amount of $21,683.01.

FINANCIAL IMPACT:

Sufficient funds are included in the FY 2025-26 Adopted Budget from the Equipment Maintenance and Replacement Fund (Fund 503) to accommodate the purchase.

BACKGROUND:

The daily operations of the City rely on the use of computers, specialized networks, and associated hardware and software to create, process, and store digital information and communicate with the public. To ensure the City's essential information systems infrastructure remains in place, it is proposed that a F5 BIG-IP VPN Appliance be purchased.

ANALYSIS:

As required by the purchasing ordinance, the City solicited bids through the Planet Bids website for an F5 BIG-IP VPN Appliance with Service and Support. Six vendors registered to bid. However, only 1 vendor submitted a bid by the posted due date.

Bidder	Bid Amount
GovConnection Inc.	$21,683.01

Staff has determined that GovConnection, Inc. is the lowest-cost responsible bidder, meeting all technical requirements. While this particular purchase falls under the City Manager's spending authority, the City has made separate year-to-date purchases with this vendor that cumulatively exceed the $45,000 threshold when combined with the recommendation in this report. Therefore, this purchase must be approved by the City Council.

PREPARED BY:

Alfredo Estevez, Systems Administrator, Information Systems

ATTACHMENTS:

1. GovConnection F5 Quote

Connection
PUBLIC SECTOR SOLUTIONS
we solve IT

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Di De Stefano
Phone:
Fax:
Email: di.destefano@connection.com

 # 25833228.06

PLEASE REFER TO THE ABOVE QUOTE # WHEN ORDERING

Date: 4/7/2026
Valid Through: 4/28/2026
Account #: S03134

Customer Contact: Alfredo Estevez
Email: aestevez@diamondbarca.gov
Phone: (909) 839-7083
Fax: (909) 861-3117

QUOTE PROVIDED TO:	SHIP TO:
AB#: 8369465	AB#: 8369468
CITY OF DIAMOND BAR CA	**CITY OF DIAMOND BAR, CA**
ACCOUNTS PAYABLE	KEN DESFORGES
21810 COPLEY DRIVE	21810 EAST COPLEY DR
DIAMOND BAR, CA 91765	DIAMOND BAR, CA 91765
US	US
(909) 839-7000	(909) 839-7058

DELIVERY	FOB	SHIP VIA	PRODUCT WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	5.00 lbs	Net 30	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: https://www.govconnection.com/content/about/legal/terms-and-conditions-sale, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

*	Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
	1	1	41662454	F5-BIG-APM-R2600-B	BIG-IP Appliance: APM r2600 Base (32G, M.2 SSD)	F5	$ 14,150.00	$ 14,150.00
	2	1	42085494	F5-SVC-BIG-PRE-HW3-EDI	BIG-IP Service Premium CAT HW	F5	$ 3,380.00	$ 3,380.00
	3	1	41389943	F5-UPG-AC-R2XXX	Field Upgrade Single AC Power	F5	$ 2,527.00	$ 2,527.00
							Subtotal	**$ 20,057.00**
							Fee	**$ 0.00**
							Shipping and Handling	**$ 0.00**
							Tax	**$ 1,626.01**
							Total	**$ 21,683.01**

QUOTE TERMS AND CONDITIONS
Unless you have a written master purchase agreement in effect with PC Connection, Inc., PC Connection Sales Corporation, MoreDirect, Inc., or GovConnection, Inc. (each doing business as Connection), that expressly governs this transaction, all orders are governed by Connection s Terms and Conditions of Sale available at: https://www.govconnection.com/content/about/legal/terms-and-conditions-sale (the Agreement), which are incorporated by reference as if fully set forth in this Quote.
Some products and services sold by Connection come with end user license agreements (EULAs) from the original manufacturer or service provider (OEM), as well as certain required reseller pass-through terms that Connection must provide or enforce. These terms may be shared with you either by the OEM or by Connection. For your convenience, applicable terms for certain products are available here: https://www.govconnection.com/content/about/legal/oem-cloud-software-mandatory-end-customer-notice . Please review this page to see whether any of the products you are purchasing are listed. These terms apply in addition to this Agreement or any applicable master purchase agreement.
Most license and subscription products renew automatically under OEM terms. You are responsible for timely cancellation as required by the OEM. Cancellation and refund rights are governed by OEM terms, and some products or services may be non-cancellable and non-refundable once ordered, activated, or renewed. You remain responsible for any non-cancellable or non-refundable charges.
By placing an order in response to this Quote or using the products or services described, you agree to the Agreement (if no master purchase agreement applies) and all OEM and pass-through terms. No signature is required. Any additional or different customer terms are rejected. If you do not agree, do not place an order or use the products or services.
Pricing and availability are subject to change prior to shipment (in the case of equipment) or delivery (in the case of software). Connection reserves the right, prior to shipment or delivery, to adjust pricing or cancel any order for any reason, including manufacturer price increases, allocation changes, tariffs, exchange rate fluctuations, supply constraints, or other factors beyond Connection s reasonable control. Orders are not binding until shipment or delivery.

ORDERING INFORMATION

GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

Ordering Address	**Remittance Address**
GovConnection, Inc.	GovConnection, Inc.
732 Milford Road	Box 536477
Merrimack, NH 03054	Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
Cage Code:	OGTJ3
Business Size:	LARGE
Erate Spin Number:	143026005

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply, and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one:**https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm**

Please forward your Contract or Purchase Order to: **SLEDOPS@connection.com**
QUESTIONS: Call 800-800-0019
FAX: 603.683.0374

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Acceptance of a MUSCO Mini-Pitch System Donation at Pantera Park.

STRATEGIC GOAL: Safe, Sustainable and Healthy Community

RECOMMENDATION:

A. Approve, and authorize the City Manager to sign, the Memorandum of Understanding with MUSCO Lighting LLC. for improvements at Pantera Park; and
B. Appropriate $17,000 from the Park Development Fund (262) for the procurement and installation of two Bison basketball hoops.

FINANCIAL IMPACT:

The estimated cost of the system is valued at $125,000, all of which is donated by MUSCO Sports Lighting, LLC and the Alex Morgan Foundation. The two additional Bison basketball hoops will cost approximately $17,000 and, if approved, would be appropriated from the Park Development Fund (262).

BACKGROUND:

Designed to help create safer places to play in areas with limited space, Musco's Mini-Pitch System was developed in collaboration with U.S. Soccer Foundation. This all-in-one modular system offers an ideal solution for communities to maximize court space, creating a fun and active place for local youth and families to come together in the spirit of teamwork, empowerment, and fitness. These systems are multifunctional and can include amenities for soccer, basketball and pickleball play. Each system includes fencing, goals, benches, and lockable storage.

ANALYSIS:

City staff was approached in late 2025 by MUSCO Lighting LLC to gauge interest in a potential donation for one Mini-Pitch System. Although recent systems have been donated in the San Diego area, the Alex Morgan Foundation retains interest in Diamond Bar based on her strong connection to the City, including receiving a key to the City in January 2016. After review and analyzation of all potential locations, City staff and MUSCO representatives recommended Pantera Park as the most suitable location. This park has the current infrastructure to host and maintain such a system without any additional construction costs. These amenities include adequate parking, restrooms, existing court lights, ADA access, and a flat concrete pad large enough to facilitate the donation.

Based on City Council's feedback and support at the February 3, 2026 Study Session, City staff and MUSCO have worked together to maximize court space by including amenities and court lines to serve soccer, basketball, and pickleball activities. If approved, it is expected the MUCSO Mini-Pitch system will take less than a week to install and should commence in late summer 2026, including a public ribbon cutting event. In the meantime, City staff will work on creating posted hours of play that are sport-specific throughout the week to ensure balanced use of the three sports.

LEGAL REVIEW:

The City Attorney has reviewed and approved the MOU and Purchase Agreement as to form.

PREPARED BY:

Ryan Wright, Parks and Recreation Director, Parks and Recreation

ATTACHMENTS:

1. AMF MUSCO Pantera Park Mini-Pitch MOU and Agreement 04.13.26 FINAL (2)

Alex Morgan Foundation Pitch Foward Initiative

Memorandum of Understanding

Objectives

The Alex Morgan Foundation and Musco Sports Lighting, LLC ("Musco Lighting") will work together to make soccer and recreation more accessible where space and facilities are limited through the Musco Mini-Pitch System™. The Mini-Pitches will create a fun and active place for girls, local youth and families to come together in the spirit of teamwork, empowerment, and fitness.

About Alex Morgan Foundation

The Alex Morgan Foundation's mission is to help girls and women find confident paths forward in sport and in life. We invest in meaningful programs that share our commitment to building a more empowered future in San Diego and beyond.

About Musco

Since 1976, Musco Lighting has led the world in the design and manufacture of sports and large area lighting solutions. Musco is a strong advocate for supporting youth and recreation. Through our work with Little League, NRPA and the U.S. Soccer Foundation, we 've been committed to advocating for youth sports and building programs that allow for equal access and equal opportunity.

Partner Commitments

Below is an outline of the details regarding the role and responsibility of each partner:

Musco Commitments

1) Provide Musco's Mini-Pitch System™ Modular Sports Solution as described below and delivered to the site:
    a. 60x84 Mini-Pitch System structure
    b. Bison basketball hoops (2)
    c. 10-Year Parts and Labor Warranty
    d. SNAPSPORTS tile playing surface
    e. Structural and tile installation
2) Coordinate with Diamond Bar Parks and Recreation to ensure all project logistics run smoothly. Musco will provide Diamond Bar Parks and Rec with a submittal for approval.
3) Communicate with the Alex Morgan Foundation on any potential unveiling dates for the Mini-Pitch to allow the foundation to plan ahead accordingly. Musco will participate and help coordinate the Mini-Pitch unveiling as opportunities present and logistics enable.
4) Coordinate with Diamond Bar Parks and Recreation and Alex Morgan Foundation to provide additional programming and clinic opportunities for girls and local youth in the area.

Diamond Bar Parks and Recreation Commitments

1) Provide access to each site and ensure each site is ready for installation of the Mini-Pitch System, including removal of basketball hoops and necessary site work.
2) Acknowledge and agree that each donated Mini-Pitch System will become the property of the City of Diamond Bar. The City of Diamond Bar will be solely responsible for any insurance requirements and liability concerns associated with the donated Mini-Pitch Systems.

3) Provide the required maintenance and general upkeep of the Mini-Pitch System.
4) Review additional programming and clinic opportunities for girls and local youth in the area provided by Musco and Alex Morgan Foundation.

Alex Morgan Foundation Commitments

1) Donate the Mini-Pitch System provided by Musco to the City of Diamond Bar.
2) Review and approve the surface design and sideline signage proof for the Mini-Pitch location.
3) Provide feedback on desired unveiling dates and proposed marketing promotions.
4) Coordinate with Diamond Bar Parks and Recreation and Musco to provide additional programming and clinic opportunities for girls and local youth in the area.

Donation Outline

Pitch Number	Year	Estimated Value
1 – Pantera Park	2026	$125,000
Total		**$125,000**

Timeline of Partnership

The scope of this agreement is specific to the installation of the Mini-Pitch System in Diamond Bar and will be active throughout the period of the 10-year warranty and reviewed on an annual basis.

Mutual Indemnity

Each party to this Agreement hereby assumes the risks for personal injury and property damage attributable to the negligent acts or omissions of that party and their respective officers, employees, agents, contractors and subcontractors. Each party agrees to indemnify and hold the others harmless from any liability connected with the indemnifying party's own acts or omissions and that of their respective officers, employees, agents, contractors, and subcontractors.

Signatures

_____ Date:

Dan Fox, City Manager
City of Diamond Bar

Date: 4/14/26

Eduardo Zamarripa
Director of Youth Sports Market Development, Musco Sports Lighting, LLC

1. SELLER NAME AND ADDRESS: Musco Sports Lighting, LLC ("Musco") 211 2nd Avenue West – PO Box 808 Oskaloosa, IA 52577 Attn: Holly Swim Email: holly.swim@musco.com Telephone: 641-673-0411 800-825-6020 Ext 2974	**2. BUYER NAME AND ADDRESS:** City of Diamond Bar (the "Buyer") 21810 E Copley Dr Diamond Bar, CA 91765 Attn: Ryan Wright Email: rwright@diamondbarca.gov Telephone: 909-839-7061
3. OWNER NAME AND ADDRESS: City of Diamond Bar 21810 E Copley Dr Diamond Bar, CA 91765 Attn: Ryan Wright Email: rwright@diamondbarca.gov Telephone: 909-839-7061	**4. SHIPPING NAME AND ADDRESS:** Pantera Park 738 Pantera Dr Diamond Bar, CA 91765 Attn: Ryan Wright Email: rwright@diamondbarca.gov Telephone: 909-839-7061
5. WARRANTY CONTACT: City of Diamond Bar 21810 E Copley Dr Diamond Bar, CA 91765 Attn: Ryan Wright Email: rwright@diamondbarca.gov Telephone: 909-839-7061	**6. FACILITY NAME AND ADDRESS:** Pantera Park 738 Pantera Dr Diamond Bar, CA 91765
7. INVOICES: Please remit invoices to: City of Diamond Bar 21810 E Copley Dr Diamond Bar, CA 91765 Attn: Ryan Wright Email: rwright@diamondbarca.gov Telephone: 909-839-7061	

8. **EQUIPMENT DESCRIPTION** – Musco shall sell, transfer, and deliver to Buyer, and Buyer will purchase, accept, and pay for the following goods (the "Equipment") in accordance with the "Total Price" paragraph of this Agreement:

Mini-Pitch System™ Modular Sports Solution

- (1) 60 x 84ft Mini-Pitch System galvanized fence panels and structure
- Built-in goals
- Seating accommodations
- Lockable storage
- (2) Bison Basketball Hoops

Built to the following specifications:

- Structural integrity: based upon CBC 2022 95MPH, STD Risk Cat II

9. **RESPONSIBILITIES OF THE BUYER AND/OR THIRD PARTY** – Buyer/Third Party agrees to: Refer to responsibilities listed in the Installation Scope of Work in Exhibit A.

10. Control-Link Central™ customer support services: commission the system, provide automated facility management reports, provide on-off schedules via Control-Link Central app or website, email, or phone; and provide technical support 24 hours a day, seven days a week.

11. **MUSCO SERVICES –** Musco agrees to provide, itself or through its subcontractors, design, layout, testing and commissioning for the Equipment and the following (collectively, the "Services"):

Installation – refer to the Installation Scope of Work in Exhibit A.

12. **10-YEAR WARRANTY (the "Warranty") (**

- **Warranty service begins:** on the date of product shipment
- Musco warrants your Mini-Pitch System™ modular sports solution to be free from defects in materials and workmanship as outlined in Musco's 10-Year Warranty. Musco agrees to provide labor and materials to replace defective parts or repair defects in workmanship. This includes all Musco manufactured product (fence panels, goals, etc.).

13. **TOTAL PRICE** – Buyer will pay for the above-described Equipment and, if applicable, Services. The Total Price of $14,000 plus applicable taxes is payable as follows.

- $14,000 within 45 days from invoice date
- $125,000 VIK donation

A copy of the payment and performance bond (if applicable) is required prior to shipment.

Monthly progress invoicing and payments will apply.

Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Price includes delivery, unloading, and installation to the address indicated in item #4 of this Agreement. Price does not include sales tax.

Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one- and one-half percent (1.5%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.

Source of Funds: Buyer agrees that Buyer's payment to Musco is not contingent upon Buyer getting

paid by the Owner/End User.

Buyer may not hold back or set off any amounts owed to Musco in satisfaction of any claims asserted by Buyer against Musco. No partial payment by Buyer shall constitute satisfaction of the entire outstanding balance of any invoice of Musco, notwithstanding any notation or statement accompanying that payment.

The Total Price was calculated utilizing parameters outlined in the project specifications. In the event soil conditions vary from those relied upon, or if the soil cannot be readily excavated, Buyer shall be responsible for Musco's additional associated costs, including but not limited to the cost of design, alternate foundations, additional materials, and labor.

14. **TAXES** – Buyer shall pay all applicable state and local sales taxes, use or any similar tax invoiced appropriately by Musco.

☒ Taxable ☐ Non-Taxable (Copy of resale or exemption certificate must be attached. Note: Just holding a sales tax permit does not, in and of itself, qualify for a non-taxable sale.)

15. **PAYMENT/PERFORMANCE BONDING –** Is there a bond on this project? ☐ Yes ☒ No

16. **DELIVERY** – Normal delivery to the shipping address indicated above is 12 to 14 weeks after submittal approval or release of order, if later. If the Equipment is shipped in multiple lots, Musco shall prepare a separate invoice for the price of the Equipment shipped at the time of each shipment. Buyer shall pay the amount of each such invoice upon the same terms as set out in the "Total Price" paragraph of this Agreement.

All deliveries shall be made by means of a common carrier or some other reasonable means chosen by Musco. All risk of loss to Equipment sold shall pass to Buyer upon Musco's substantial completion of the Services.

Delivery is subject to Buyer maintaining credit satisfactory to Musco. Musco may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed adequate to Musco in its discretion, of Buyer's ability to pay. Failure to provide such assurances shall entitle Musco to cancel this contract without further liability or obligation to Buyer.

17. **NO RETAINAGE/WARRANTY** – Buyer acknowledges payment in full is required within the agreed terms. Warranty claims and back charges shall not be deducted from contract payments without prior approval of Musco's Warranty Department (877-347-3319). Musco's Equipment and its performance are sold subject to Musco's written warranty. The Warranty provided by Musco shall be in lieu of all other representations, warranties and conditions of any kind, in respect of the Equipment or the Services and Musco disclaims any other representation, warranty or condition whatsoever, whether written or oral, express or implied, statutory or otherwise, including, but not limited to, the implied warranties and conditions of merchantability and fitness for a particular purpose.

Buyer acknowledges that any warranty and/or maintenance guarantee contained within payment/performance bonds issued on Musco's behalf pursuant to this Agreement and the corresponding liability on behalf of the issuing surety shall apply only to the first 12 months of any warranty and/or maintenance obligation of Musco specified in the written Warranty to be delivered to Buyer. The balance of any warranty and/or maintenance obligation greater than 12 months shall be the sole responsibility of Musco and shall not be guaranteed by a third party.

18. **EXCLUSION OF SPECIAL DAMAGES** – In no event shall Musco be liable for incidental, special or consequential damages, including without limitation lost revenues and profits, in respect of this Agreement or the Equipment and, if applicable, Services provided hereunder.

19. **LIMITATIONS PERIOD** – Unless otherwise specified in the Warranty to be delivered to Buyer, any action or proceeding against Musco arising out of or relating to the Equipment or Services will be forever barred unless commenced within the earlier of: (a) one (1) year after delivery of the Equipment or if applicable, completion of the Services; or (b) the period prescribed by the applicable statute of limitation or repose.

20. **SECURITY AGREEMENT** – In consideration of the promises contained herein, Buyer hereby grants and conveys to Musco, to secure payment and performance of all obligations in full, a purchase money security interest in the Equipment, including all repairs, replacements and accessions thereto and proceeds thereof (collectively referred to as the "Secured Property"). Buyer hereby irrevocably authorizes Musco at any time to register in any registration office in any province (including personal property registries and if applicable, land titles or real property registries) any initial financing statements, financing change statements, notices of security interest or other documents relating to this security interest or this transaction. Buyer further agrees to promptly furnish any information requested by Musco to effectuate the terms of this Agreement. Buyer further agrees to execute any document reasonably required by Musco to perfect the security interest granted herein and to assure the preservation, priority, and enforcement of such security interest. Buyer agrees that value has been given for this security interest and that the parties have not agreed to postpone the time for attachment of the security interest.

21. **DEFAULT** – Each of the following shall constitute a default ("Default") under this Agreement: a) failure to pay, in full, any payment when due hereunder; b) Buyer becomes the subject of a bankruptcy, receivership or insolvency proceeding; c) any warranty, representation or statement made or furnished to Musco by or on behalf of the Buyer proved to have been false in any material respect when made or furnished; d) loss, theft, damage, destruction or encumbrance to, or of, the Secured Property or the making of any levee, seizure or attachment thereof or thereon prior to payment in full; or e) the occurrence or non-occurrence of any event or events which causes Musco, in good faith, to deem itself insecure for any reason whatsoever.

22. **REMEDIES UPON DEFAULT** – In the event of Default, Musco may, at its option, and without notice or demand: a) declare the entire unpaid balance owing hereunder due and payable at once; b) proceed to recover judgment for the entire unpaid balance due; c) exercise all rights provided to Musco under this Agreement, any applicable personal property security act (or similar legislation), at law or in equity including but not limited to entering the Buyer's premises and taking possession of the Secured Property. All the remedies described herein are cumulative and may be exercised in any order by Musco. Buyer agrees to pay all costs (including reasonable attorney's fees and court costs) incurred by Musco in disposing of the Secured Property and collecting any amounts owing hereunder, and such costs shall be part of the obligations secured hereunder.

23. **FORCE MAJEURE** – Musco shall not be liable for delays or failure to perform in respect of the Equipment or the Services due, directly or indirectly, to (i) causes beyond Musco's reasonable control, or (ii) acts of God or nature, acts (including failure to act) of any governmental authority, wars (declared or undeclared), strikes or other labor disputes, fires, and natural calamities (such as floods, earthquakes, storms, epidemics).

24. **EEO COMPLIANCE – When applicable, Musco and Subcontractor shall comply with the EEO Clause in Section 202 of Executive Order 11246, as amended, which is incorporated herein by specific reference.**

    When applicable, Musco and Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability and against qualified protected veterans and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

25. **CONDITIONS OF AGREEMENT**

    a. **APPLICABLE LAW** – This Agreement shall be governed by the laws, including the Uniform Commercial Code, adopted in the State of Iowa as effective and in force on the date of this Agreement.

b. **EXPENSES/REMEDIES** – Buyer shall pay to Musco the reasonable expenses, including court costs, legal and administrative expenses, and reasonable legal fees (on a solicitor and client basis), paid or incurred by Musco in endeavoring to collect amounts due from Buyer to Musco. It is further understood that if Buyer does not make a payment as due, Musco has the right to forward appropriate notices or claims on jobs with owners, bonding companies, general contractors, or the like, as deemed appropriate by Musco.

c. **ENTIRE AGREEMENT** – This Agreement, the written Warranty to be delivered to Buyer, and any invoice issued by Musco pursuant to this Agreement constitute the entire agreement between the parties and supersede all prior statements of any kind made by the parties or their representatives. No representative or employee of Musco has any authority to bind Musco to any term, representation, or warranty other than those specifically included in this written Agreement or the written Warranty to be delivered to Buyer in connection with this Agreement. This Agreement may not be amended or supplemented except by written agreement executed by Musco and Buyer.

d. **ACCEPTANCE –** This Agreement is subject to the approval of Musco's Credit Department and the written acceptance of this Order by Musco.

Buyer's acceptance of this Agreement is limited to acceptance of the express terms of this Agreement and does not include any additional or different terms proposed by Buyer or any attempt by Buyer to vary the terms hereof. Any terms or conditions proposed by Buyer that are inconsistent with or in addition to the terms and conditions herein contained are expressly rejected and shall be void and of no effect.

City of Diamond Bar	**MUSCO SPORTS LIGHTING, LLC**
Acceptance	Acceptance
Date	Date 4/14/2026
Signature	*Signature* Jill A Sandeen
Name and Title	Jill A Sandeen, Sr Credit Analyst Name and Title

Please remember to return all pages of this agreement.

EXHIBIT A

Customer/Landowner Responsibilities

General:

1. Provide complete access to the site for construction utilizing 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e., water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark either the center or the corners of Mini-Pitch System™ per Musco supplied layout drawing.
4. Provide a concrete pad according to the requirements of corresponding Mini-Pitch System™.
5. Provide an area on site for disposal of packaging material (i.e., pallets, wood cribbing, and cardboard boxes) unless determined that Musco's subcontractor(s) will haul packing materials off-site.
6. Pay all permitting fees and obtain any required electrical or structural permits.
7. Remove basketball hoops on existing pad.

Musco/Subcontractor Responsibilities:

1. Provide a complete Mini-Pitch System™
2. Provide concept and assembly drawings.
3. Provide an aiming drawing if lights are included.
4. Provide minimum specifications for pad based on the type of surface to be applied.
5. Provide Project Management as required.
6. Provide stamped design drawing as required.
7. Assist our installing subcontractor(s) and ensure our responsibilities are satisfied.

General:

1. Provide storage containers for materials (including electrical components enclosures) as needed.
2. Provide necessary waste disposal and daily cleanup.
3. Provide adequate security to protect delivered products from theft, vandalism, or damage during the installation.
4. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked in order to avoid damage from construction equipment. Repair any such damage during construction.
5. Limit heavy equipment travel on grass areas when possible—repair damage to grounds which exceeds that which would be normally expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
6. Commence installation upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.
7. Dispose of hazardous materials in an approved manner.
8. Remove packaging material
9. Send photos of completed mini-pitch to minipitch.pics@musco.com.

Mini-Pitch System™ Installation:

1. Provide labor and all equipment to offload Mini-Pitch System™ at job site per scheduled delivery.
2. Provide labor, materials, and equipment to install Mini-Pitch System™ as specified by the assembly drawing.
3. Mark and confirm Mini-Pitch System™ location per drawing (or specifications) provided. If there are any issues, immediately notify your Musco Project Manager.

Surface:

1. Provide labor, materials, and equipment to install surface and logos.
2. Clean, prepare, and repair surface according to the specifications of chosen products.
3. Send photos of completed mini-pitch to minipitch.pics@musco.com.

Basketball Hoops

1. Install 2 Bison Basketball Poles and Hoops.

MUSCO LIGHTING PROPOSAL
PREPARED FOR

Alex Morgan Foundation
Pantera Park Mini-Pitch

Diamond Bar, CA
April 13, 2026

Project # 248750

SUBMITTED BY

Musco Sports Lighting, LLC

211 2nd Avenue West
P.O. Box 808
Oskaloosa, IA 52577
Phone: 800.825.6030
Phone: 641.673.0411
Email: lighting@musco.com

We Make It Happen.

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M-1164-enUS-8

A. SUBMITTAL APPROVAL
Approval Letter
Bill of Materials
Scope of Work

B. CONCEPT DRAWING

C. PRODUCT INFORMATION
Mini-Pitch System™ Modular Sports Solution Datasheet
SnapSports Datasheet
Bison Spec Sheet

D. SURFACE DESIGN

E. WARRANTY
Musco 10-Year Warranty

F. DELIVERY

ITEM A

Project Submittal: **Approval**

Date: April 13, 2026

Project: Alex Morgan Foundation- Pantera Park Mini-Pitch
Project No: 248750

This serves as approval for submittals provided by Musco Sports Lighting, LLC. Please review the enclosed documents and note changes where appropriate. Upon your approval, we can begin fabrication of the materials for your project. Any changes may result in delay of production, delivery, and additional costs.

Please confirm the following information of this submittal:

Items to Confirm:	Project Information:	Check to Confirm:
Structure Size:	**60' x 84' (78'x54' Playing Area)**	
Surface:	**Concrete**	
Surface (new):	**Tiles**	
Additional Items:	**(2) Basketball Hoops**	
Delivery:	**Musco shall deliver equipment to job site 12-14 weeks after submittal approval.** ***Please note delivery timing may be affected by variables such as weather, production schedules, and completion of new pad.***	

Please indicate your approval of this submittal in its entirety by signing below:

Authorized Signature _____ Date _____

Printed Name _____ Company Name _____

Pantera Park Mini-Pitch
Diamond Bar, CA
April 13, 2026

Bill of Materials

Musco's Mini-Pitch System™ Modular Sports Solution as described below, and delivered to the job site:

(1)– 60' x 84' Mini-Pitch System™

System Description – Mini-Pitch System™ Modular Sports Solution

- Galvanized fence panels, and structure
- Built-in goals
- Seating accommodations and cupholders
- Lockable storage
- SnapSports Tile Surface
- Bison Basketball Hoops

Always Ready to Play – control assuring the results you expect

- Product assurance and warranty program that includes materials and onsite labor, eliminating 100% of your maintenance costs for 10 years

Thank you for considering our Team for your modular sports solution needs. Please contact us with any questions.

Eduardo Zamarripa, Director of Youth Sports Market Development
Phone: 641-676-2652
E-mail: eduardo.tamezzamarripa@musco.com

Project # 248750

Scope of Work

Project Name: Alex Morgan Foundation Pantera Park Mini-Pitch

Site Address: 738 Pantera Dr, Diamond Bar, CA, 91765

Project Number: 248750

Requested Completion Date: ☒ Not Applicable

Contact Information

DECISION MAKER: Ryan Wright Parks and Recreation Director Diamond Bar Parks & Recreation Email: rwright@diamondbarca.gov Phone: 909-839-7061	**ON-SITE CONTACT:** Ryan Wright Parks and Recreation Director Diamond Bar Parks & Recreation Email: rwright@diamondbarca.gov Phone: 909-839-7061
WARRANTY CONTACT: Ryan Wright Parks and Recreation Director Diamond Bar Parks & Recreation Email: rwright@diamondbarca.gov Phone: 909-839-7061	**CONTROL-LINK CONTACT:** Ryan Wright Parks and Recreation Director Diamond Bar Parks & Recreation Email: rwright@diamondbarca.gov Phone: 909-839-7061
SALES REP CONTACT: Eduardo Zamarripa Director of Youth Sports Market Development Musco Sports Lighting, LLC Email: Eduardo.zamarripa@musco.com Phone: 641-670-1608	**SUBCONTRACTOR CONTACT:** N/A
PROJECT MANAGER: Todd Sampson Musco Sports Lighting, LLC Email: todd.sampson@musco.com Phone: 804-347-0049	**PROJECT COORDINATOR:** Holly Swim Musco Sports Lighting, LLC Email: holly.swim@musco.com Phone: 641-660-3628

Number of Mini-Pitches

Number of Mini-Pitches to Be Installed: 1

Scope of Work

Mini-Pitch Number 248750

Size of Mini-Pitch: 60x84 No pole.

Existing Surface: Concrete

Attach photos of existing surface, including cracking.

Scope of Work

Attach an aerial photo of the site and surrounding neighborhood with markings for exactly where the mini-pitch is going below. Make sure to also indicate which side the light pole will be located.

It is assumed North is the top of the photo unless otherwise indicated.

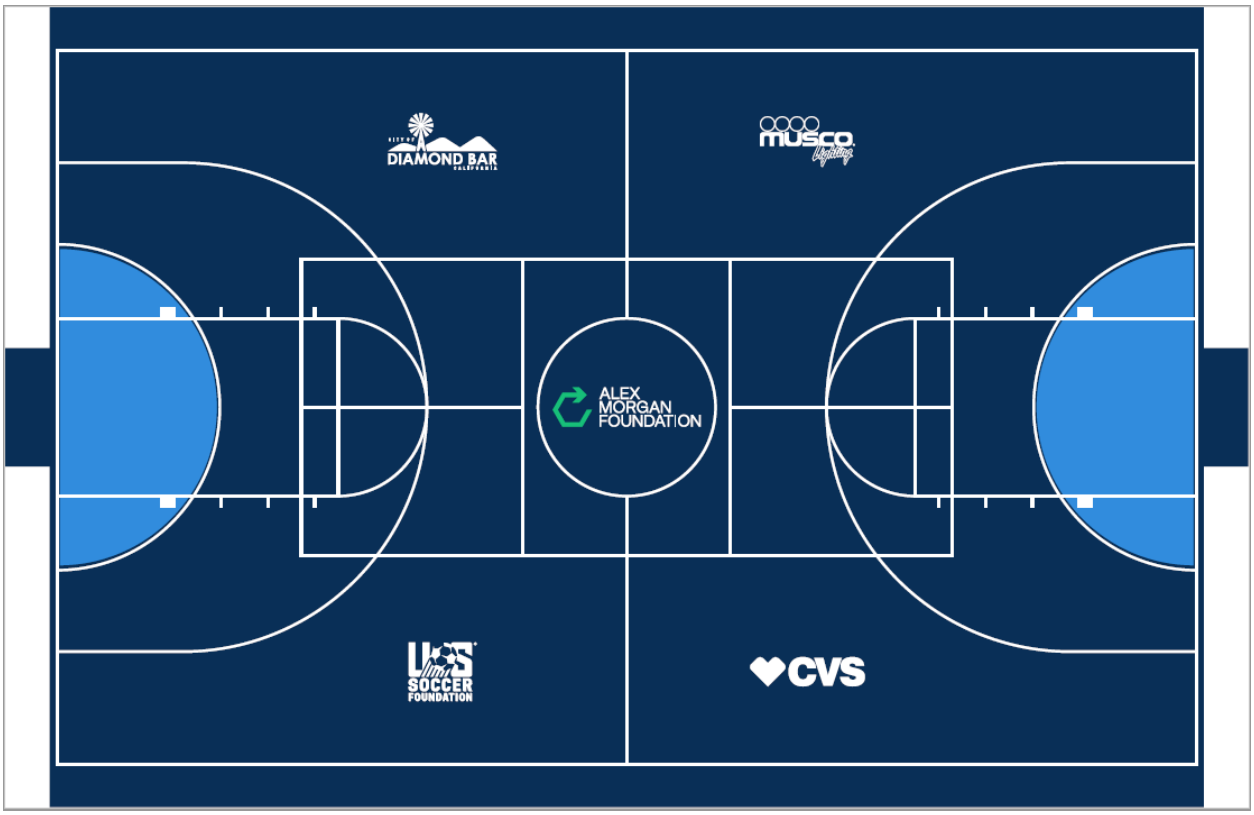
Logos and Colors Layout Detail

<u>*All logos need to be vector files and sized appropriately!</u>

- All sign logos will need to be center oriented
- Please send appropriately sized vector files to the project manager and project coordinator.
    - Also send a jpeg/pdf of each logo (so all computers can open files for reference)

Attach image to show logos, line orientation, and colors. Also indicate the orientation of the design to either the property line or the light pole.

(Image does not need to be to scale but logos do need to be shown in the correct location.)



If logos need to be specifically located, please provide measurements below.

See surface design.

Scope of Work

Surfacing

Game Lines

- Game lines are white and 2” wide
- Goal lines are 6” in from the goal line wall
- Sidelines are 3’ in from the sideline wall
- Goal crease is an 11’ radius with the center point located on the goal line and centered on the goal
- Center circle is a 12’ Diameter

Additional information regarding game lines for this project:

Pickleball and basketball lines.

Surface Colors (Click link below for list of available colors)

☐ Acrylic: https://www.sportmaster.net/courtdesigner/tennis/

☒ Tiles: https://www.snapsports.com/athletic-surface-outdoor-revolution/

Primary Color: Dark Blue

Secondary Color: Sky Blue

Signs

Are sideline signs requested for this pitch? ☐ Yes ☒ No

Quantity of Signs: 0

If specific sign layout is required, please specify:

Scope of Work

Customer/Landowner Responsibilities

General:

1. Provide complete access to the site for construction utilizing 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e., water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark either the center or the corners of Mini-Pitch System™ per Musco supplied layout drawing.
4. Provide a concrete pad according to the requirements of corresponding Mini-Pitch System™.
5. Provide an area on site for disposal of packaging material (i.e., pallets, wood cribbing, and cardboard boxes) unless determined that Musco's subcontractor(s) will haul packing materials off-site.
6. Pay all permitting fees and obtain any required electrical or structural permits.
7. Remove basketball hoops on existing pad.

Musco/Subcontractor Responsibilities:

1. Provide a complete Mini-Pitch System™
2. Provide concept and assembly drawings.
3. Provide an aiming drawing if lights are included.
4. Provide minimum specifications for pad based on the type of surface to be applied.
5. Provide Project Management as required.
6. Provide stamped design drawing as required.
7. Assist our installing subcontractor(s) and ensure our responsibilities are satisfied.

General:

1. Provide storage containers for materials (including electrical components enclosures) as needed.
2. Provide necessary waste disposal and daily cleanup.
3. Provide adequate security to protect delivered products from theft, vandalism, or damage during the installation.
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6. Commence installation upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.
7. Dispose of hazardous materials in an approved manner.
8. Remove packaging material
9. Send photos of completed mini-pitch to minipitch.pics@musco.com.

Mini-Pitch System™ Installation:

1. Provide labor and all equipment to offload Mini-Pitch System™ at job site per scheduled delivery.

Scope of Work

2. Provide labor, materials, and equipment to install Mini-Pitch System™ as specified by the assembly drawing.
3. Mark and confirm Mini-Pitch System™ location per drawing (or specifications) provided. If there are any issues, immediately notify your Musco Project Manager.

Surface:

1. Provide labor, materials, and equipment to install surface and logos.
2. Clean, prepare, and repair surface according to the specifications of chosen products.
3. Send photos of completed mini-pitch to minipitch.pics@musco.com.

Basketball Hoops

1. Install 2 Bison Basketball Poles and Hoops.

Additional Project Information

Additional Project Notes:

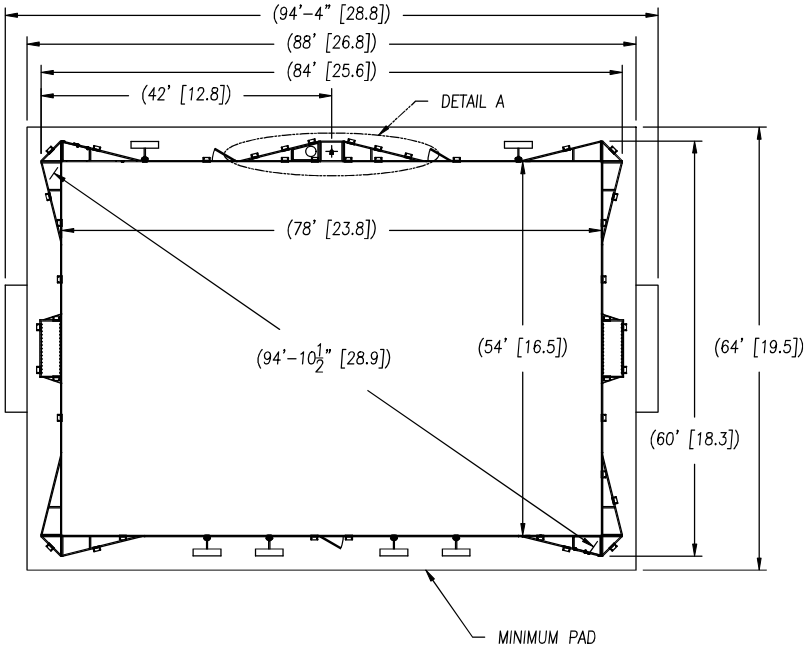
Our scope also includes installing 2 Bison basketball hoops.

****Pictures of completed projects need to be sent to minipitch.pics@musco.com.****

Person Submitting: Eduardo Zamarripa

Date Submitted: March 31, 2026

ITEM B



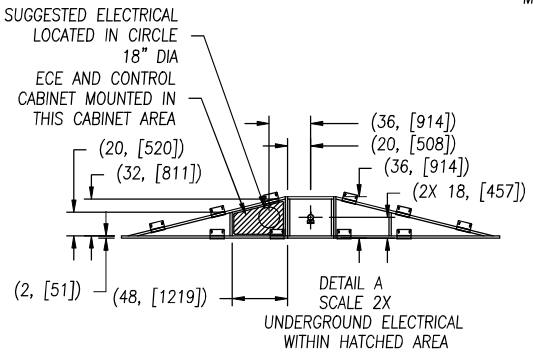
NOTES:

1. SPECIFICATIONS FOR ALL HARDWARE CONNECTING FRAMES.
   SIZE: 1/2-13
   MATERIAL: GRADE 1 STEEL OR BETTER.
   FINISH: HOT DIP GALVANIZED C CLASS
2. GROUND ANCHOR SPECIFICATIONS. 112 ANCHORS ARE USED FOR THIS FIELD SIZE.
   ASPHALT SURFACE:
   - MINIMUM ASPHALT THICKNESS: 3"
   - HDW-1883-1: BOLTHOLD SP18-716 ANCHOR
   - TYPICAL PULL RESISTANCE: 2,500 LBS
   - TYPICAL SHEAR RESISTANCE: 2,000 LBS

   2500 PSI CONCRETE SURFACE:
   - 4-1/4" EMBEDMENT
   - HDW-1882-2: ½" ANKR-TITE WEDGE ANCHOR OR HILTI KH EZ SCREW MINIMUM SPECS:
   - ULTIMATE PULLOUT RESISTANCE: 5,070 LBS/ANCHOR
   - ULTIMATE SHEAR RESISTANCE: 5,545 LBS/ANCHOR
3. WIND LOADING LIMITS:
   NO BANNERS ON STRUCTURE
   - IBC 2015 175 MPH EXPOSURE C

   BANNERS MOUNTED ON ALL SURFACES
   - IBC 2015 120 MPH EXPOSURE C

ENGINEERING REFERENCE DOCUMENT
DO NOT USE TO MANUFACTURE PRODUCT
ENG_REF_DOC_A



ELECTRICAL NOTES: No Lights

PROJECT VOLTAGE: NONE

CONTROL VOLTAGE: NONE

SURFACE TYPE: CONCRETE

MINIMUM PAD SURFACE: 88' X 64'
26.8M X 19.5M

DWG REF: SBS-300

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3RD ANGLE PROJECTION
ASME Y14.5M-1994

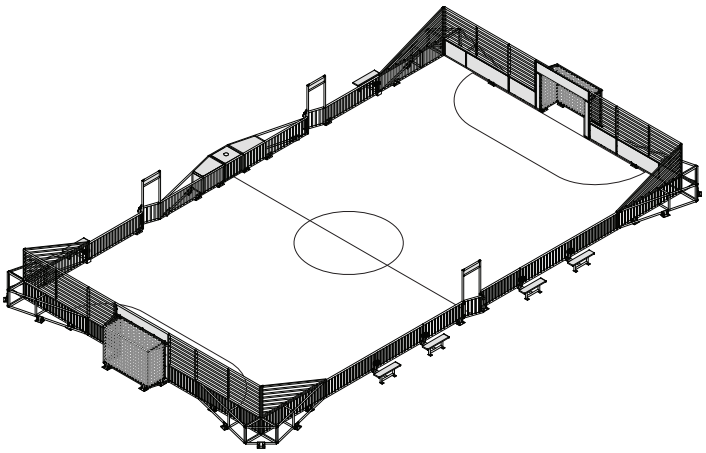
Pantera Park Mini-Pitch
Diamond Bar, CA
MINI PITCH, 84' X 60' (25.6 X 18.3) B

musco Lighting
CORPORATE OFFICE:
P.O. Box 808
211 2nd Ave West
Oskaloosa, Iowa 52577
+1-800-825-6020
+1-641-673-0411

DATE:	BY:	REVISIONS:
	R.L.	

JOB NUMBER:	
DRAWN BY:	
CHECK BY:	
REPRESENTATIVE:	
SCALE:	1/200
DATE:	1-APr-26
DRAWING NUMBER:	248750
1 OF 1 SHEETS	

ITEM C



Overview

Mini-Pitch System™ modular sports solution includes everything needed to transform an underutilized area into a fully-equipped soccer pitch. The modular system includes fencing, goals, benches, ADA-compliant access, and lockable storage.

Features

Structure

- Designed and manufactured as a system
- All components prefabricated for bolt-together construction
- Pitch structure and crossarms are hot-dip galvanized inside and outside after fabrication to meet ASTM-A123 and EN 1461 standards
- Engineered anchor system and hardware provided — all units are approved for 175 mi/h (78 m/s) winds without signage, 120 mi/h (54 m/s) with signage
- ADA compliant entry points with latching gates provided on each side of pitch
- Seating, cupholders, and 20 ft^3 (0.566 m^3) of lockable storage incorporated in structure

Warranty and Support

- 10-year warranty covers the complete system so your pitch is always ready for play

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One or more of the following patents may apply: United States Patent: 10920437. U.S. and foreign patents pending. · M-4998-en04-2

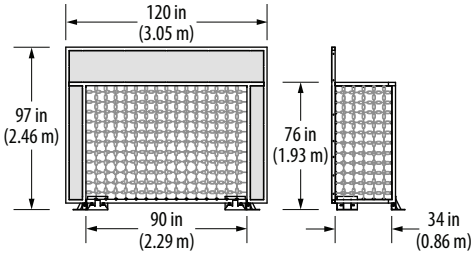
Technical Specifications

Goals

Net material . . . . . 0.19 in (4 mm) galvanized chain link

Frame construction . . . . . 0.12 in (3 mm) hot-dip galvanized steel tubing and channel

Panel material . . . . . 0.105 in (2.67 mm) powder-coated galvanized steel plate



Structure

Frame material. . . . . 2 in (50 mm) square steel tube

Picket material . . . . . .0.12 in (3 mm) steel channel

Cabinet material . . . . . 0.105 in (2.67 mm) steel plate

Finish. . . . . Hot-dip galvanized

Construction. . . . . Prefabricated sections bolt-together assembly

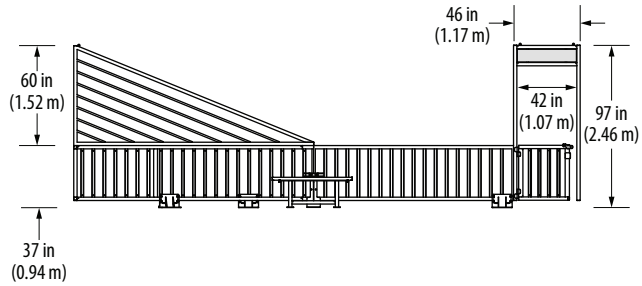
Bench dimensions . . . . . 11.5 in (292 mm) x 4 ft (1.22 m)
Bench quantity varies, see pitch configurations for details

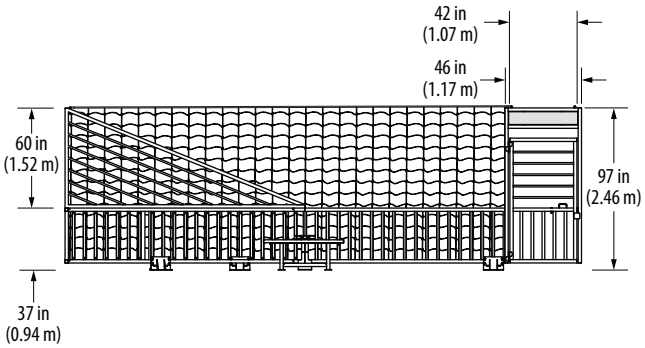
Bench material. . . . . .0.078 in (1.98 mm) anodized aluminum

Lockable storage capacity . . . . . .20 ft^3 (0.566 m^3)

Wind speed rating (structure) . . . . . .175 mi/h (78 m/s) IBC 2015 exposure C
120 mi/h (54 m/s) with signage

Perimeter netting (optional). . . . . .4 in (101.6 mm) square mesh





Anchor System

Concrete Surface

Anchor type . . . . . 5.5 in (140 mm) galvanized wedge

Pull rating per anchor . . . . . .2000 lb (907 kg)

Asphalt Surface

Anchor type . . . . . 12 in (305 mm) grout embedded

Pull rating per anchor . . . . . 2999 lb (1360 kg)

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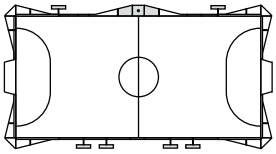
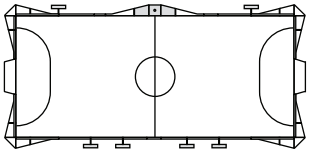
One or more of the following patents may apply: United States Patent: 10920437. U.S. and foreign patents pending. · M-4998-en04-2

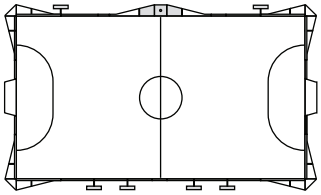
Pitch Configurations



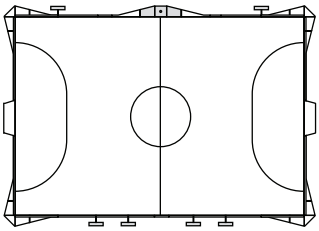
40 ft x 74 ft
12 m x 22 m



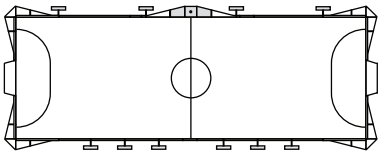
40 ft x 84 ft
12 m x 25 m



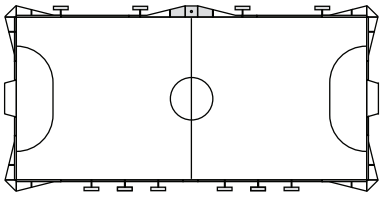
50 ft x 84 ft
15 m x 25 m



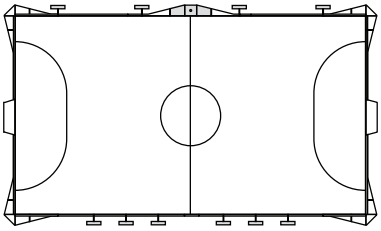
60 ft x 84 ft
18 m x 25 m



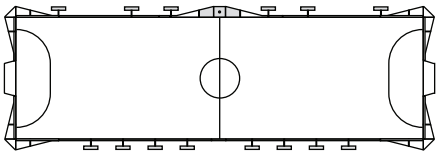
40 ft x 104 ft
12 m x 32 m



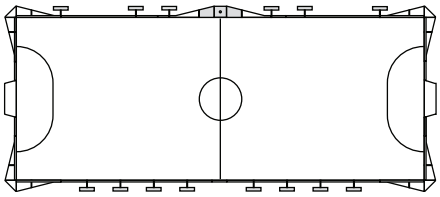
50 ft x 104 ft
15 m x 32 m



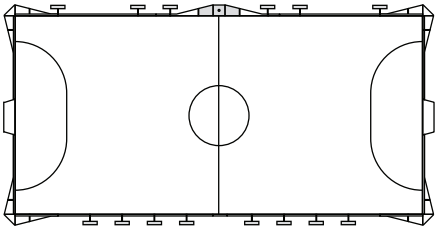
60 ft x 104 ft
18 m x 32 m



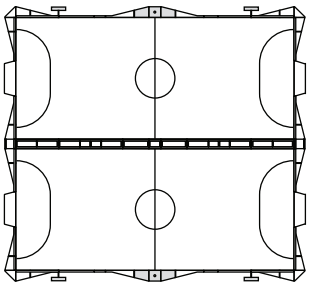
40 ft x 120 ft
12 m x 36 m



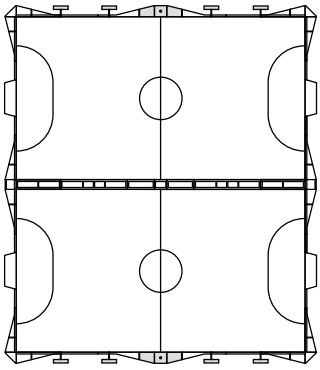
50 ft x 120 ft
15 m x 36 m



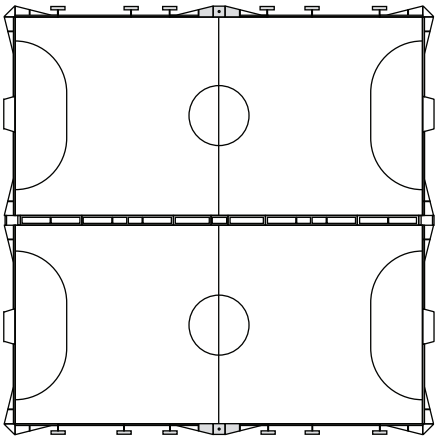
60 ft x 120 ft
18 m x 36 m



76 ft x 84 ft
23 m x 25 m



96 ft x 104 ft
29 m x 32 m



116 ft x 120 ft
35 m x 36 m

*Note: Double pitch available in all optional sizes.

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One or more of the following patents may apply: United States Patent: 10920437. U.S. and foreign patents pending. · M-4998-en04-2

MADE IN U.S.A.

SnapSports MINI-PITCH Surfacing

Outdoor Mini-Pitch Athletic Surfacing

Performance

Specifically engineered to maximize grip and performance while optimizing safety for players of all ages. This patent-pending formulation provides the best wet and dry traction in the industry.

Safety

PickleGrip provides a 13% force reduction for vertical impacts and a much lower skin abrasion than acrylic or concrete. There is also a slight give that allows the tiles to move laterally to reduce repeated stresses on joints.

Ball Play

The surface in engineered with rubber embedded into the polymer for great shoe and ball performance. Whether used for Futsal, Basketball, Pickleball or other sports, PickleGrip is an all-around performer. The patented locking system also keeps the tiles from moving vertically to ensure true ball roll and bounce characteristics.

Aesthetics

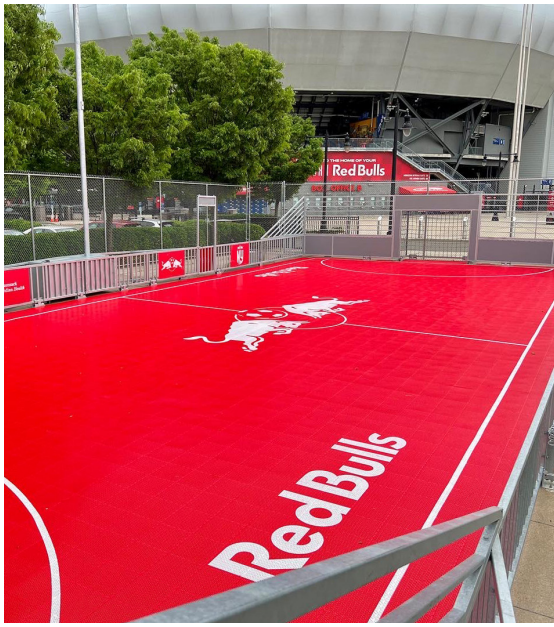
All concrete and acrylic crack. PickleGrip covers the unsightly cracks and looks good for the life of your Mini-Pitch. If subsurface cracking needs to be addressed in the future, it is easy to remove a section of the surface, deal with the cracking, and reinstall the section.

Versatility

Your Mini-Pitch is an investment in the future of your community and there are many uses for your pitch. Beyond Futsal, SnapSports surfaces are great for basketball, volleyball, pickleball, roller hockey and many other sports. Additionally, gatherings and events can be held on the surface.

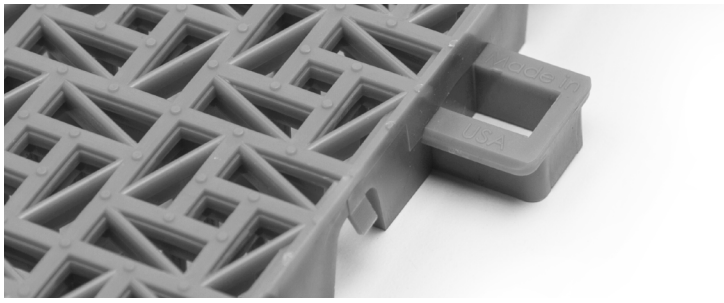
Maintainability/Longevity

Rain naturally drains and follows the slope of the sub-surface. Snow and leaves are easily blown or shoveled. If ever needed the surface can be bleached or pressured washed. SnapSports products are manufactured with the strongest UV stabilizers to ensure minimal fading and maximum performance throughout the 16-year warranty and beyond.



Call us today and get more from your Mini-Pitch:

1-800-664-3865



ShockLock® System

The ShockLock system keeps the entire sport surface fully interlocked, but allows individual modules to move up to 1/8". This lateral give provides unmatched comfort and safety.

Feature	PickleGrip	Turf	Acrylic
Easy to install	X		
Covers subbase issues	X	X	
Dries quickly	X		
16-year warranty	X		
Vertical force reduction	X	X	
Lateral force reduction	X	X	
True ball roll	X		X
Ball bounce	X		X
Easy to repair	X		
Long durability	X	X	
Versatility	X		X

Available in 19 Standard Colors

Black	Graphite	Gray	Burgundy	Red
Texas Orange	Orange	Sand	Beige	Yellow
Kiwi	Evergreen	Green	Shamrock	Steel Blue
Sky Blue	Bright Blue	Dark Blue	Royal Purple	

Due to printing limitations and different lighting situations, colors seen may not be accurate. Color chips are available upon request.

Call us today and get more from your Mini-Pitch:

1-800-664-3865

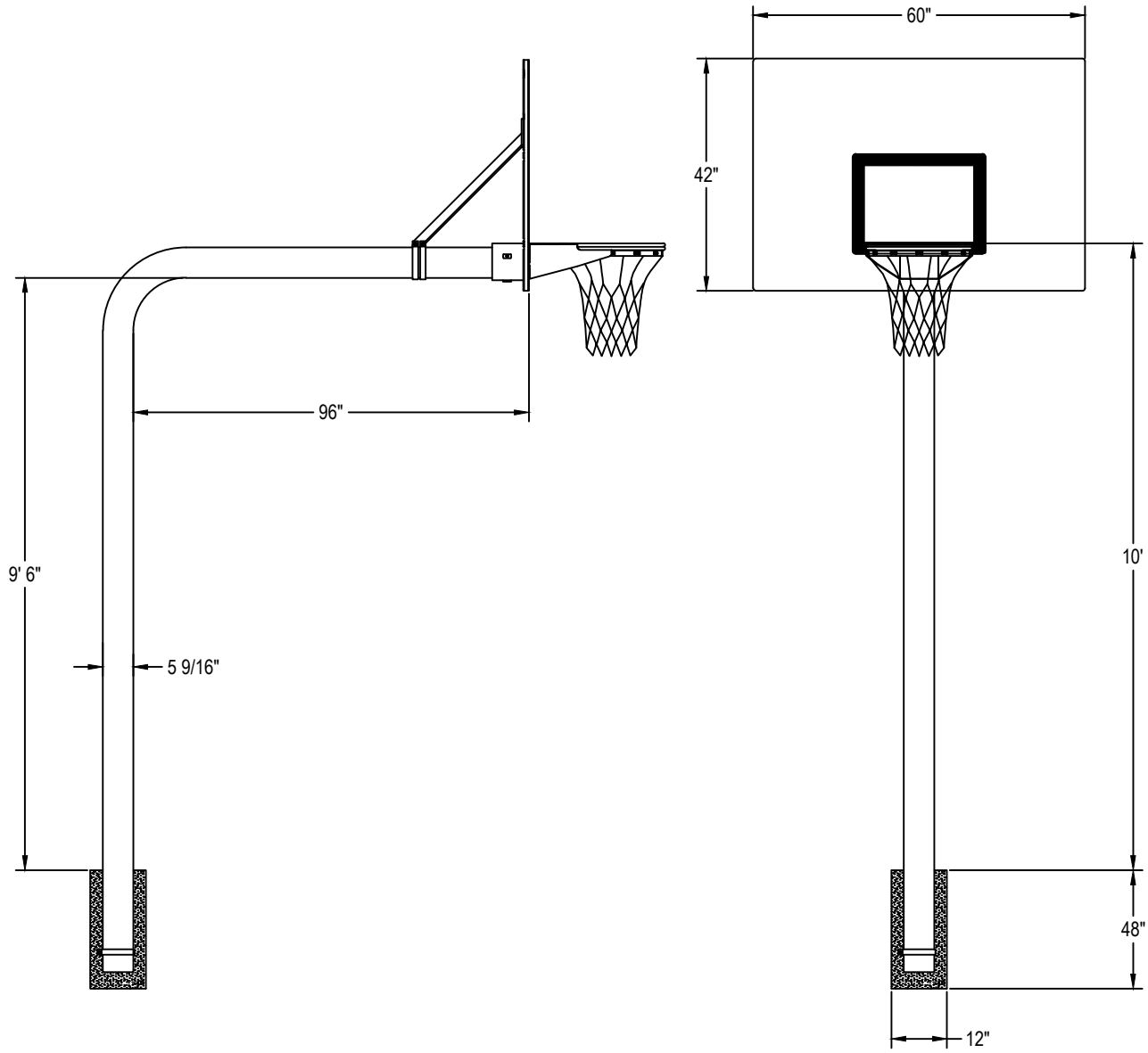
Or learn more at www.snapsports.com

QUALITY MANAGMENT SYSTEM ISO 9001:2015 CERTIFIED PRODUCTS MANUFACTURED BY SLM

SNAPSPORTS EN-14904 STANDARD FOR SPORTS FLOORING

NATIONAL ASSOCIATION OF SPORTS COMMISSIONS MEMBER

USFF U.S. FUTSAL



Pole shall be constructed of 5 9/16" outside diameter schedule 40 structural pipe and have a hot dipped galvanized finish. Design shall be a bent gooseneck style and allow for a 48" bury into the ground and a 96" extension from the front of the pole to the face of the backboard. Two 1 5/8" diameter, 13 ga. flow coated galvanized tubular braces shall support the top of the backboard and connect directly to the pole. Pole shall be designed so that the rim mounts directly to the horizontal pole section through the backboard to eliminate stress on the backboard during play. Pole systems without backboard support braces shall not be considered equal. Pole shall carry a limited lifetime warranty. Backboard shall be constructed of formed and welded steel with a 42" x 60" rectangular playing surface. Skin shall be 12 ga. mild steel and rear structure shall be 7 ga. and 10 ga. steel. All edges of the skin shall be formed in such a way that no shear edges are exposed. Boards with exposed shear edges shall not be considered equal. The backboard shall be coated with a white polyester powder coated finish and have an official-sized orange shooter's square. Board shall accept rims with 5" x 5" mounting patterns. Backboard shall carry a limited 10-year warranty. Rim shall consist of two 5/8" diameter AISI 1018 cold drawn carbon steel rings welded together at a minimum of six places. Back and side plates shall be 3/16" thick and be continuously welded. The net attachment system shall be of a continuous type constructed of 3/16" x 1" steel with punched net attachment slots suitable for nylon (included) or chain (optional) nets. Individual or continuous wire formed netlocks are not an acceptable equal. Rim shall be punched to mount on any front mount backboard, have an unconditional lifetime warranty and orange powder coated finish. Mounting hardware shall be included. Rim shall be made in the USA. Installation to be completed in accordance with manufacturer's instructions. Do not scale drawings. Entire system shall weigh approximately 490#.

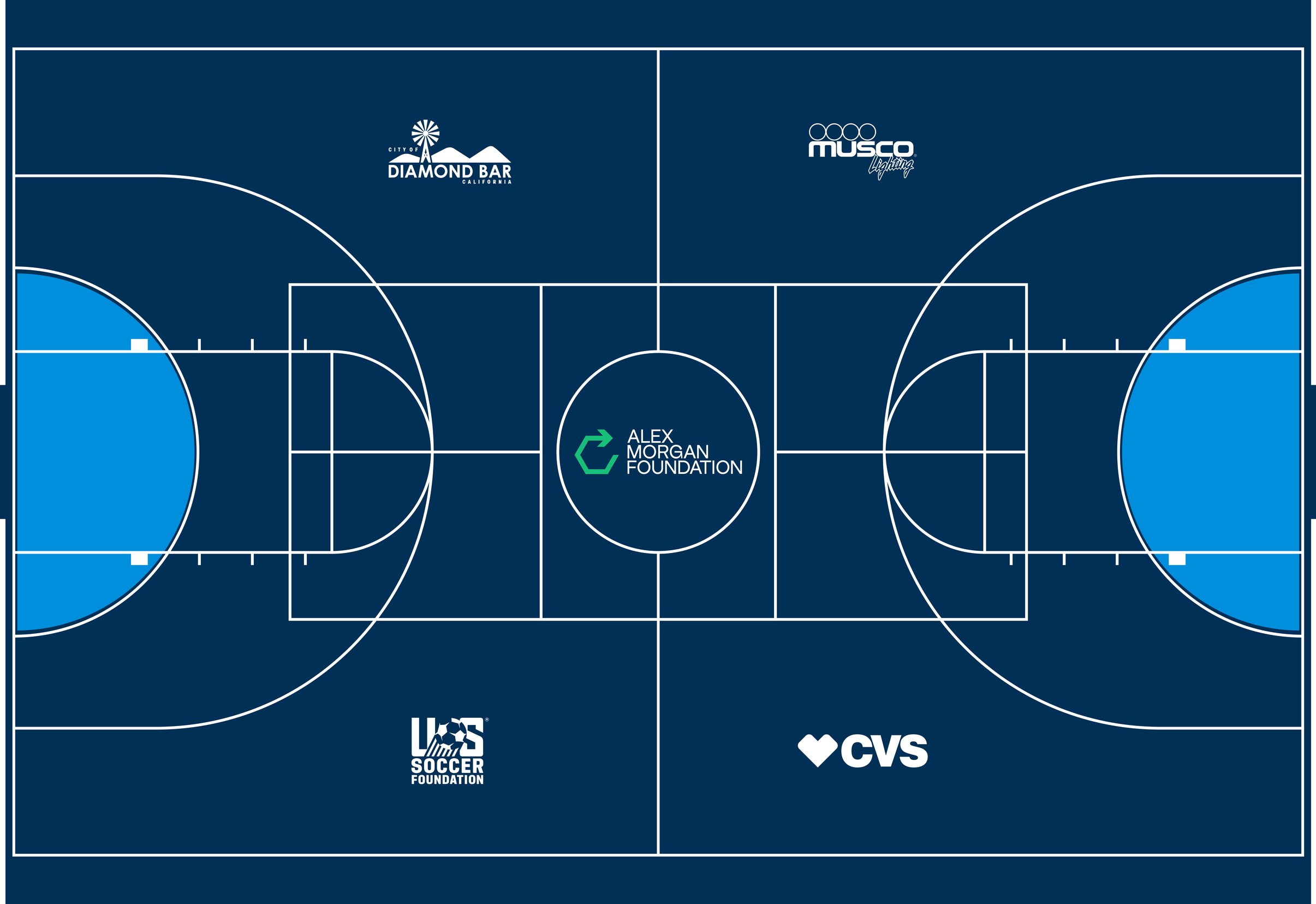
PRODUCT SPECIFICATION

PR77XL MEGA-DUTY STEEL RECTANGLE EXTENDED GOOSENECK PLAYGROUND SYSTEM

REVISED 7/1/17

603 L Street, Lincoln, NE 68508 - Phone: (800) 247-7668 - Fax: (800) 638-0698 - www.bisoninc.com - info@bisoninc.com

ITEM D


CITY OF
DIAMOND BAR
CALIFORNIA
musco
Lighting
ALEX
MORGAN
FOUNDATION
U.S.
SOCCER
FOUNDATION
CVS

ITEM E

Musco 10 Year Warranty

10-Year Product Assurance & Warranty Program

Project name: Pantera Park Mini-Pitch **Project number:** 248750

Owner: City of Diamond Bar

City: Diamond Bar **State:** CA

Covered product(s) Mini-Pitch System™ modular sports solution

Date issued: Date of Shipment **Expiration:** Date of Shipment +10 Years

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your Mini-Pitch System™ modular sports solution to original design criteria for 10 years. Musco products and services are guaranteed to perform on your project as detailed in this document.

Structural Integrity

Your Mini-Pitch System modular sports solution has been designed to meet or exceed local building codes and resist corrosion. Structural integrity of the system including fence panels, goals, seating, and other structural components is guaranteed for the warranty period.

Musco has a team to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 10 year period.

©2020, 2025 Musco Sports Lighting, LLC. MI-0254-en-US-2

Musco 10 Year Warranty

10-Year Product Assurance & Warranty Program

Terms and Conditions

Musco Sports Lighting, LLC ("Musco") or an authorized servicer shall furnish labor and parts necessary to restore operation of Covered Product(s) to original design criteria provided the failure was a result of normal usage.

This Contract covers Mini-Pitch System® modular sports solution and any additional Musco manufactured product as listed on page 1. "We", "us," and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s).

This Contract cannot be changed without the prior written approval of Musco. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

Additional Provisions

1. **Determination of Repairs:** Musco will utilize any information provided by the facility owner to determine any needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality.
2. **Your Requirements Under this Contract:** You agree to meet and maintain all electrical requirements (if any) and install as specified by Musco or as approved in advance by Musco's Warranty Department.
3. **Service Limitations:** Musco will exercise all reasonable efforts to perform service under this Contract but will not be responsible for delays or failure in performing such services due to causes beyond its control.

This Contract does not cover maintenance, repair, or replacement due to damage from:

a. External causes such as but not limited to misuse, vandalism, or unauthorized repairs or modifications. (Unauthorized repairs or modifications void this warranty in its entirety.)

b. Failure of any non-Musco equipment.

c. Acts of nature such as but not limited to weather events or lightning.

4. **Contract Limitations:**

a. EXCLUSIONS FROM COVERAGE: IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE AWAITING PARTS.

b. LIMITATION OF LIABILITY: To the extent permitted by law, liability of Musco for any defective Covered Product(s) shall be limited to repair or replacement of the Covered Product(s). THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY. ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.

c. If applicable, the liability of the issuing surety of the surety bond is limited to the first 12 months of the warranty period.

d. Musco requires reasonable access for equipment to service the system. We will follow designated access routes but will not be responsible for damage on the property for operating equipment in the prescribed manner.

e. If we find that any parts of the Covered Products become obsolete, prohibited by law or regulation or are no longer available, Musco may replace them with comparable parts at our discretion. We will notify you of any replacement cost prior to starting the work.

5. **Transfer and Assignment:** Except to facility owners, you cannot assign your rights and obligations under this Contract without prior written consent of Musco. A successor of your entire business shall acquire your interests under this Contract.
6. **Governing Law:** Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Iowa.
7. **Subrogation:** In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which our vendors, agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

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ITEM F

Musco Lighting shall deliver equipment to the job site
12-14 weeks after submittal approval.

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Agreement with the Los Angeles County Metropolitan Transportation Authority for the Fulfillment of Unprogrammed Federal Surface Transportation Program — Local Funds.

STRATEGIC GOAL: Responsible Stewardship of Public Resources

RECOMMENDATION:

A. Determine that approving the fund exchange agreement and allocating the fund to the Project, are exempt from the California Environmental Quality Act (CEQA) under Section 15301(c) of the CEQA Guidelines;
B. Approve, and authorize the City Manager to sign, the Fulfillment Agreement with the Los Angeles County Metropolitan Authority for the STP-L fund of the Diamond Bar Complete Streets Project in a not-to-exceed amount of $1,166,000; and
C. Approve and authorize changes to the funding for the Project as provided.

FINANCIAL IMPACT:

A combination of grants and special funds currently funds the Project's construction phase (CIP# SI256). After the fulfillment process is complete, the City will use the $162,985 in Proposition C funding received from this STP-L fulfillment process to replace the local Proposition C ($150,000) funding currently allocated to the Project. The local Proposition C will be returned to reserve for use in other projects. As a result of this replacement, the project's overall budget will increase by $12,985 to a total amount of $10,589,985.

BACKGROUND:

Surface Transportation Program – Local (STP-L) refers to federal-aid highway funds allocated to states and to local governments for use on eligible projects. These funds, as they were at the time of their allocation to the City, were formula-based and subject to strict federal obligation limits. The City has $162,985 in "unprogrammed" federal STP-L funds that could have been permanently lost due to the program change. To prevent the loss of the funds, the City opted to exercise the one-time fulfillment option provided by the Los Angeles County Metropolitan Transportation Authority (Metro) and receive the unprogrammed STP-L balances using available non-federal Metro funds. This will enable the City to use the balance towards an eligible project without having to follow federal funding requirements for the fund. The City's Diamond Bar Boulevard Complete Streets Project (Project, CIP# SI256) is identified as the eligible project for this fulfillment process. This is

in addition to the $1.166 million "programmed" federal STP-L funding approved by the City Council on February 17, 2026, to be exchanged with Proposition C funding to be allocated for the Project.

ANALYSIS:

The City and Metro collaborated on a fulfillment agreement (Attachment 1), under which the City would receive $162,985 in Proposition C funding for the Project to fulfill the City's unprogrammed STP-L funding. After completing the fulfillment process as outlined in the agreement, the City proposes to replace other funding sources of the Project with this Proposition C funding as follows:

Funding Source	After the STP-L Exchange (City Council Approved Agreement on February 17, 2026)	After the STP-L Fulfillment (Proposed)	Change
STP-L Fulfillment Prop C (NEW)	-	$162,985	$162,985
STP-L Exchange Prop C	$1,166,000	$1,166,000	$-
TDA C6 Grant	$3,936,000	$3,936,000	$-
MSP Grant	$2,985,000	$2,985,000	$-
Measure W	$900,000	$900,000	$-
Proposition A	$1,340,000	$1,340,000	$-
TDA	$100,000	$100,000	$-
Proposition C	$150,000	$-	($150,000)
Measure M	$-	$-	$-
Measure R	$-	$-	$-
TOTAL	$10,577,000	$10,589,985	$12,985

ENVIRONMENTAL REVIEW:

It has been determined that this Project is exempt from the California Environmental Quality Act (CEQA) provisions, pursuant to the California Code of Regulations, guidelines for the implementation of CEQA, Section 15301(c) under Class 1 Existing Facilities, existing highways and streets.

LEGAL REVIEW:

The City Attorney has reviewed and approved the Fulfillment Agreement as to form.

PREPARED BY:

Hal Ghafari, Public Works Manager/Assistant City Engineer, Public Works

ATTACHMENTS:

1. Fulfillment Agreement with Metro

FULFILLMENT AGREEMENT FOR UNPROGRAMMED SURFACE TRANSPORTATION PROGRAM-LOCAL STP-L

This Fulfillment Agreement of Proposition C Funds ("AGREEMENT"), is made and entered into as of March 1, 2026, by and between the City of Diamond Bar ("CITY") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

LACMTA had historically apportioned, on an annual basis, $31 million of Federal Surface Transportation Block Grant (STBG) funds to agencies in Los Angeles County based on population through the STP-L funding program.

WHEREAS, in 2021 and 2022, the federal government issued a Corrective Action to Caltrans and the Southern California Association of Governments (SCAG), respectively, finding that the practice of allocating STP-L by population was out of compliance with STBG requirements; and

WHEREAS, on July 1, 2023, the Corrective Action took effect on the Federal Transportation Improvement Program (FTIP) and prevented agencies from programming and accessing their unprogrammed STP-L balance through the FTIP; and

WHEREAS, the LACMTA Board of Directors at its April 24, 2025, meeting approved using Proposition C funds to fulfill $162,985 of unprogrammed STP-L balance for the City of Diamond Bar; and

WHEREAS, eligible project activities must occur on or after the LACMTA Board of Directors April 24, 2025, approval date; and

NOW THEREFORE, in consideration of the mutual benefits to be derived by CITY and LACMTA, and of the promises contained herein, it is hereby agreed as follows:

AGREEMENT:

1. LACMTA hereby provides a fulfillment of $162,985 of Proposition C funds (the “Funds”) to the City of Diamond Bar for use on eligible project(s), to be determined by LACMTA. This assignment shall be automatically effective upon full execution of this AGREEMENT without the necessity of the execution, delivery or recording of any further instrument whatsoever. Notwithstanding the foregoing, at LACMTA's request, CITY shall execute and deliver such documents and instruments as may be required to evidence such assignment of the Funds.

2. CITY must complete and submit an Automated Clearing House (ACH) form (Attachment A) through LACMTA's website to allow LACMTA to make disbursements electronically. Disbursements via ACH will be made at no cost to CITY. If electronic disbursements are not the preferred method of disbursement, CITY may request an exception

in writing.

3. CITY shall expend the Funds on eligible project(s), consistent with the Statement of Work, Schedule and Budget provided in Attachment B.

4. For the purposes of this AGREEMENT, the term "Eligible Project" shall mean the transportation activities described in the Proposition C Guidelines.

5. CITY must use the LACMTA Funds in the most cost-effective manner. If CITY intends to use a consultant or contractor to implement all or part of the Eligible Project, LACMTA requires that such activities be procured in accordance with CITY's contracting procedures and be consistent with State law as appropriate. CITY will also use the LACMTA Funds in the most cost-effective manner when the LACMTA Funds are used to pay "in-house" staff time. CITY staff or consultants with project oversight roles may not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going project monitoring and through any LACMTA interim and final audits.

6. CITY shall submit Quarterly Progress and Expenditure Reports (Attachment C) to LACMTA that cover all activities related to the project, including deliverables, milestones, and costs incurred. The reports are due to LACMTA one month after the close of each quarter on October 31, January 31, April 30, and July 31. In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.

7. LACMTA, and/or its designee, shall have the right to conduct audits of CITY's use of the LACMTA Funds, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits, and final audits. CITY agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). CITY's records shall include, without limitation, any supporting evidence deemed necessary by LACMTA to substantiate CITY's use of LACMTA Funds. These records must be retained by CITY for five years following CITY's last use of the LACMTA Funds. CITY shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this AGREEMENT. The eligibility of costs for CITY's own expenditures submitted to LACMTA for the Eligible Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87 (relocated to Title 2 in the Code of Federal Regulations, Subtitle A, Chapter II, part 225). The eligibility of costs for CITY's contractors, consultants, and suppliers' expenditures submitted to LACMTA through CITY's Quarterly Progress and Expenditure Reports shall be in compliance with OMB Circular A-87 (as relocated) or Federal Acquisition Regulation (FAR) Subpart 31 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require CITY to return monies to LACMTA, CITY agrees to return the monies within thirty (30) days after the final audit is sent to CITY.

8. The terms of this AGREEMENT shall commence on the date that this AGREEMENT

is fully executed and shall terminate once CITY has expended all the LACMTA Funds and all LACMTA audit and reporting requirements have been satisfied.

9. CITY shall fully indemnify, defend and hold LACMTA and its officers, agents, and employees harmless from and against any liability and expenses, including, without limitation, defend costs, any costs or liability on account of bodily injury, death or personal injury of any person, or for damages of any nature whatsoever arising out of (i) a breach of CITY's obligations under this AGREEMENT; or (ii) any act or omission of CITY or its officers, agents, employees, contractors, or subcontractors in the use of the LACMTA Funds.

10. LACMTA shall fully indemnify, defend and hold CITY and its officers, agents, and employees harmless from and against any liability and expenses, including, without limitation, defend costs, any costs or liability on account of bodily injury, death or personal injury of any person, or for damages to or loss of risk of property, any environmental obligations, any legal fees and any claims for damages of any nature whatsoever arising out of (i) a breach of LACMTA's obligations under this AGREEMENT; or (ii) any act or omission of LACMTA or its officers, agents, employees, contractors, or subcontractors in the use of CITY's Funds.

11. This AGREEMENT may be amended or modified only by mutual written consent of LACMTA and CITY.

12. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CIT OF DIAMOND AR
Hal Ghafari, P.E.
Public Works Manager/Assistant City Engineer
21810 Copley Drive
Diamond Bar, CA 91765
Email: hghafari@diamondbarca.gov

LACMTA
Michael Richmai
Senior Manager
Countywide Planning and Development
One Gateway Plaza (Mail Stop: 99-23-3)
Los Angeles, California 90012-2952
Email: richmaim@metro.net

13. This AGREEMENT shall be interpreted and governed by the laws of the State of California.

14. This AGREEMENT constitutes the entire understanding between the parties with respect to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers as of the date stated below.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Stephanie Wiggins
Chief Executive Officer

APPROVED AS TO FORM

Dawyn R. Harrison
County Counsel

By: _____
Deputy

Digitally signed by: 4dd8a4b6-a104-429a-9907-9b6d6de7c696
DN: CN = 4dd8a4b6-a104-429a-9907-9b6d6de7c696
Date: 2026.02.25 10:09:32 -08'00'

CITY OF DIAMOND BAR

By: _____
Daniel Fox
City Manager

APPROVED AS TO FORM

Omar Sandoval
City Attorney

By: _____
City Attorney

ATTEST

By: _____
Kristina Santana
City Clerk

AUTOMATED CLEARING HOUSE (ACH) PAYMENT AUTHORIZATION

SECTION I: *Supplier Information*		
Supplier Number:		
Company Name:		
Payment Address:		
City:	State: CA	Zip Code:
Contact Name:		Contact Phone Number:
Email Address:		
SECTION II: *Banking Information*		
Tax ID:		
Bank Name (Required):		
Account Name:		
Account Type (Required): ☐ Checking ☐ Savings		
Account Number (Required):		
Routing Number (Required):		
Print Name of Authorized Person:		
Print Title :		
Phone Number:		
Signature of Authorized Person:		
Date:		
SECTION IV: *Approval - Metro Use Only*		
Approved by:		Date:
Entered by:		Date:

AUTOMATED CLEARING HOUSE (ACH) PAYMENT AUTHORIZATION

Field	Description
Supplier Number	If you know the supplier number, please enter. If not, not required.
Company Name	Enter name of company doing business with L.A. Metro.
Payment Address	Enter address where payment may be mailed in accordance with Metro records.
Contact Name	Enter name of person from your company that Metro may contact for more information if required.
Contact Phone Number	Enter number where contact person may be reached.
Email Address	Enter the email address where payment detail information can be sent (i.e., information to include payment amount, payment date, description of invoices paid, etc.)
Tax ID Number	Enter company's tax identification number.
Bank Name	Enter the bank name where payments are to be sent (i.e. Bank of America, Washington Mutual, etc.)
Routing Number	Enter the first 9 numbers of the account to which you would like funds sent. This information is located on your check for the account. Do not use information from a deposit slip.
Account Name	Enter the official name of the account.
Account Number	Enter the account number to which funds are to be sent.
Account Type	Check the appropriate account type
Authorized Person & Title	Enter name and title of person of your company authorized to approve ACH transactions.
Signature	Must be a wet signature
Phone Number	Enter phone number where authorized person may be contacted.

AUTOMATED CLEARING HOUSE (ACH) PAYMENT AUTHORIZATION

Please mail your completed form along with a copy of a *voided check* to:

Metro Accounts Payable
P.O. Box 512296
Los Angeles, CA 90051

Questions? Please feel free to contact the AP hotline at:

213-922-6811 option 3

Attachment B

STATEMENT OF WORK

Project Title:
Diamond Bar Blvd Complete Street Project

Project Description:
Reconstruct asphalt and construct enhanced crosswalks, pedestrian walkways, green protected bicycle lanes, ADA ramps, and green street bioswales. Rebuild and improve four bus stops. The upgraded bicycle lane and pedestrian pathways span the entire length of the project in both directions. Total project centerline length is about 0.26 miles.

Project Schedule:

Advertise	October 2025
Award Contract	November 2025
Start Construction	January 2026
Complete Construction	March 2027

Project Funding:
Construction and Construction Management & Inspection

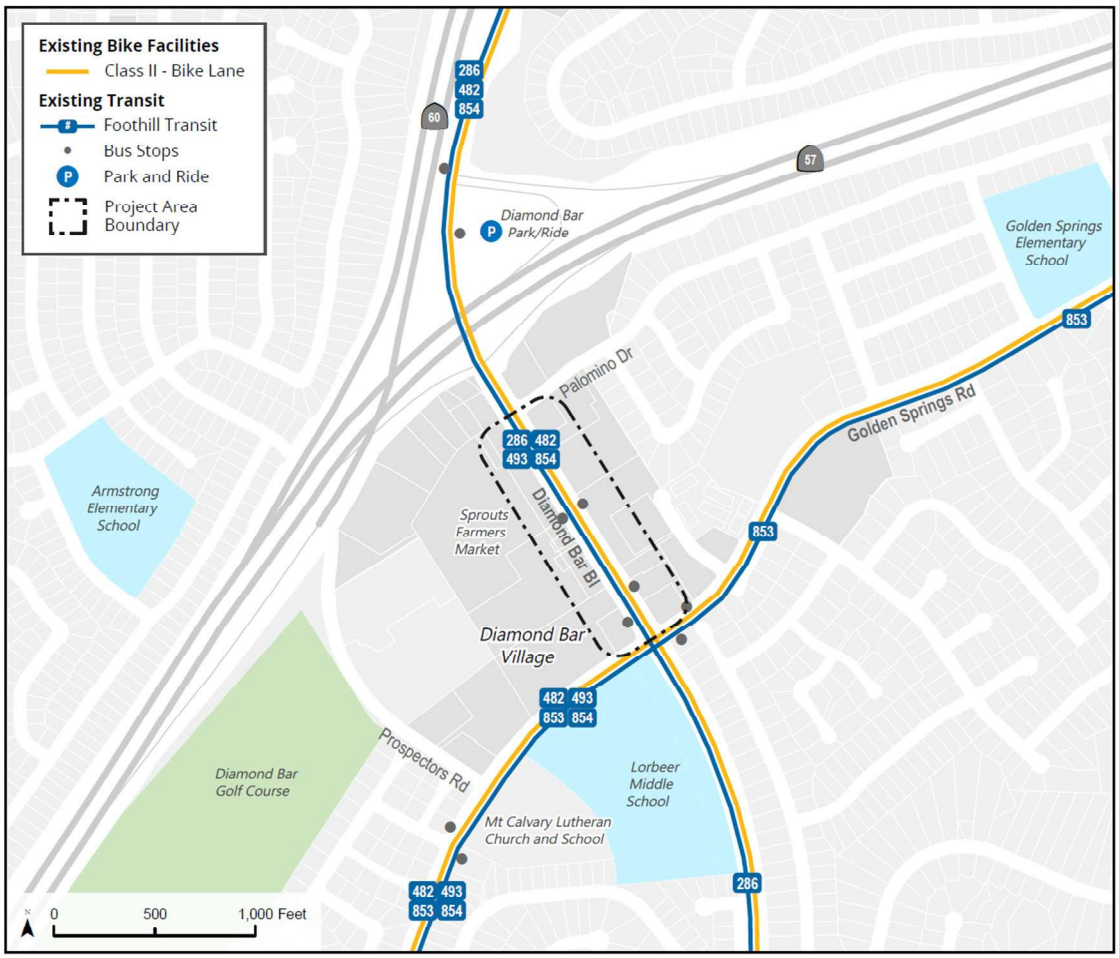
Metro Prop C (Fulfillment Funds)	$162,985
Metro Prop C STP-L Exchange	$1,166,000
Measure M Multi-Year Subregional	$2,985,000
State ATP-MPO Cycle 6	$3,936,000
City Local Funds	$2,482,000
Total Project Cost:	**$10,731,985**

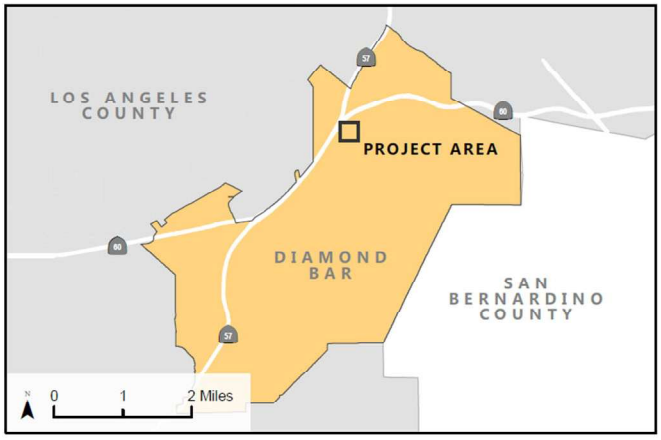
Project Map:

See next page

Diamond Bar Boulevard Complete Streets Project

Project Location Map





Attachment C

QUARTERLY PROGRESS REPORT

Project Title: _____

Report Date: _____

Submitted by: _____

Submitted for Fiscal Year: _____

Quarter: Jul-Sep ☐ Oct-Dec ☐ Jan-Mar ☐ Apr-Jun ☐

Project Budget: _____

Fulfillment Amount: _____

1. **Project-to-Date Expenditure**

   % of Project Budget Expended to Date: _____

   % of Project Completion: _____

2. **Milestones**

Description	Start Date	End Date
Environmental Clearance		
Design Bid & Award		
Design		
Right-of-Way		
Construction Bid & Award		
Construction		

3. **List tasks or milestones accomplished and progress made this quarter.**

4. **If project is delayed, describe reasons for delay.**

CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Amendments to the Diamond Bar City Code Prohibiting Camping on Public Places and Interfering with Public Access.

STRATEGIC GOAL: Safe, Sustainable and Healthy Community

RECOMMENDATION:

Approve for first reading by title only, waive full reading of Ordinance No. 05 (2026), and schedule for second reading and adoption at the next regularly scheduled City Council meeting on May 5, 2026:

> **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR REPEALING DIAMOND BAR CITY CODE SECTION 10.16.115 AND ADDING CHAPTER 8.28 TO TITLE 8 OF THE DIAMOND BAR CITY CODE TO PROHIBIT CAMPING ON PUBLIC PLACES AND INTERFERING WITH PUBLIC ACCESS.**

FINANCIAL IMPACT:

None. The Ordinance may result in the reduction of frequent and repetitive requests for service, cleanup of encampments, and the mitigation of public health risks.

BACKGROUND:

The legal landscape with respect to unsheltered populations has changed dramatically over the past several years, due in large part to the decisions in *Martin v. City of Boise* 920 F.3d 584 (9th Cir. 2019) and *Johnson v. City of Grants Pass* 72 F.4th 868 (9th Cir. 2023), which limited cities' abilities to enforce city-wide anti-camping bans when alternative shelter was not available.

On June 28, 2024, the United States Supreme Court reversed the lower court ruling in *Grants Pass,* determining that the enforcement of generally applicable laws regulating camping on public property did not constitute cruel and unusual punishment under the Eighth Amendment. On July 25, 2024, the Governor issued an Executive Order directing state agencies to remove homeless encampments on State property.

While not to the degree that many of our surrounding cities have experienced, Diamond Bar has seen an increase in the annual Los Angeles Homeless Services Authority (LAHSA) Point-in-time (PIT) count. Each year the City participates in the annual count within SPA 3 East San Gabriel Valley. For example, the 2018 PIT count identified four (4) unsheltered individuals within the City, with the 2023 PIT count identifying 32 persons. The 2025 City count identified approximately 42 persons in the City, with approximately 81% of those residing in cars, vans, or recreational vehicles.

The City's response to the unhoused is with the understanding that it is a nationwide concern, it cannot be solved by any single entity, and that not having a home is not a crime. The City has focused efforts on establishing partnerships with the San Gabriel Valley Council of Governments (SGVCOG) to utilize the Los Angeles Housing Service Authority (LAHSA), Los Angeles Centers for Alcohol and Drug Abuse (LA-CADA) and Los Angeles Sheriff Department's Mental Health Evaluation team (MHET), to offer outreach and assistance to those experiencing homelessness and mental health concerns.

While the City and SGVCOG partners have sought to provide support and outreach to homeless individuals, including offering shelter and services, unauthorized camping has resulted in public safety concerns, health hazards, and adverse impacts on the general quality of life for residents and businesses. In some cases, individuals encamp on public and private property and refuse to accept resources or rehousing options. This often leads to the continuation of public safety and public health concerns as public and private property is not often designed to shelter the unhoused.

In light of the recent U.S. Supreme Court decision and the Governor's Executive Order, an Ordinance that prohibits unauthorized camping on public places and public streets has been prepared to provide a more comprehensive and updated set of code provisions to provide clarity and are reflective of the different situations encountered in the field. The proposed Ordinance provides some options to address the ongoing challenges posed by unauthorized camping on public places. By adopting this Ordinance, the City is focused on its dual role of promoting public safety and the continuation of efforts to connect vulnerable individuals with necessary support services.

ANALYSIS:

The proposed Ordinance amends the Diamond Bar City Code to make it unlawful to camp, lodge, or sleep on public streets, sidewalks, parks, open space areas or any city-owned property and on some public places on private property open to the public. The Ordinance aims to address several key concerns:

- **Public Safety:** Encampments on city streets and public property present safety risks to pedestrians and drivers, obstructing rights-of-way, and potentially endangering public safety personnel during emergencies. Encampments within parks and open space areas present significant risk for wildfires as much of the City is located within Very High Fire Severity Zones (VHFSZ) (Attachment 2).
- **Public Health:** Outdoor living on city property and streets without proper sanitation or waste disposal can lead to unsanitary conditions, increasing the risk of diseases and environmental degradation.
- **Business and Residential Impacts:** Unauthorized camping has led to significant negative impacts on local businesses and residential neighborhoods, including reduced foot traffic in commercial areas and an increase in calls for service related to disturbances and property crime.

The key provisions of the Ordinance include:

- **Prohibition of Camping:** The ordinance makes it unlawful to camp, lodge, or sleep on public streets, sidewalks, parks, public property and other public places. The ordinance defines "camping" as using public places for living accommodations, including erecting tents or other shelters or vehicles for sleeping, storing personal property, or making open fires. While the Ordinance will provide an additional tool, it is unlikely that it will by itself solve local homelessness issues, nor allow the City to remove persons from the City. As we all know, homelessness is a societal issue that is much bigger than Diamond Bar. It encompasses everything from supportive housing development to substance abuse treatment to mental health services, all of which are limited locally.

Since this section includes a prohibition of using vehicles for sleeping, City Code Section 10.16.115 is proposed to be repealed to avoid redundancy. City Code Section 10.16.115 was adopted by Ordinance 10 (2013) in November 2013 (Attachment 3) which states:

"10.16.115 – Prohibited Parking

No person shall park or leave standing any vehicle on any public street, any public alley or upon any public property for the purpose of sleeping, unless otherwise authorized by this Code or by the owner of such property."

- **Exemptions for Emergencies and City-Sanctioned Events:** The Ordinance includes exemptions for emergency situations, city-sanctioned events, and designated shelter areas established by the City in response to natural disasters or other emergencies.
- **Outreach and Support Services:** The Ordinance acknowledges that enforcement must be coupled with compassionate outreach efforts. The City does not have any staff that are trained as interventionists, social workers, or law enforcement officers to directly engagement with unsheltered persons. City Staff will continue to coordinate resources and referrals to shelters, transitional housing, and services for individuals with those agency partners that provide such services to the City. Budget resources are currently limited to periodic encampment cleanups.

- **Enforcement:** The Ordinance would become part of the Diamond Bar City Code. Violations of the Diamond Bar City Code are considered to be a Misdemeanor pursuant to City Code Section 1.04.010(a). Issuance of citations would be the responsibility of the Los Angeles County Sheriff Department. Enforcement would be cite and release, and would not guarantee that the individual(s) would vacate the public location, or return again soon thereafter. It is unlikely that repeat offenders/unpaid citations would be prosecuted.

LEGAL REVIEW:

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

PREPARED BY:

Daniel Fox, City Manager, City Manager's Office

ATTACHMENTS:

1. Ordinance No. 05 (2026) Unauthorized Camping
2. VHFHSZ MAP
3. Ord No 10 (2013)

ORDINANCE NO. 05 (2026)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR REPEALING DIAMOND BAR CITY CODE SECTION 10.16.115 AND ADDING CHAPTER 8.28 TO TITLE 8 OF THE DIAMOND BAR CITY CODE TO PROHIBIT CAMPING ON PUBLIC PLACES AND INTERFERING WITH PUBLIC ACCESS.

WHEREAS, it is the obligation of the city to keep the public rights-of-way and public places clean and available for public use and to ensure access by the public to all property, both public and private, by the disabled, elderly, families, children, and visitors to the city;

WHEREAS, since 2018, there has been a marked increase in persons erecting encampments, storing personal property on public places, and camping in vehicles on public places within the city;

WHEREAS, in recent years the incidents of camping or encampments on city streets, sidewalks, open space areas and other public places has increased by 1,000% with the Point-In-Time count showing an increase from 4 in 2018 to 42 in 2025, with approximately 81% of those residing in vehicles or recreational vehicles;

WHEREAS, these encampments present risk to the life, health, and safety of those using them, as well as to others in the City, pose a risk of damage to certain environmentally sensitive areas, and inhibit the right of others to use the areas as they are intended;

WHEREAS, public places, including streets, alleyways, sidewalks, medians, parkways, driveways, bus benches, bus shelters, parks, open spaces, storm drains, public buildings parking lots, and other rights-of-way are intended for the use and enjoyment of all members of the community and should be maintained in a safe and accessible condition;

WHEREAS, the storage of unattended personal property on public places creates a safety and security risk to the public because, among other things, it can create a tripping hazard, impact a person's line-of-sight, and divert limited public resources to evaluate suspicious packages;

WHEREAS, the city has been experiencing the impacts of the increased unhoused population within its boundaries, including a marked increase in calls for service due to illegal encampments, persons living in parked vehicles, and camping on city property and other public places, resulting in threats to the life, safety, health, and welfare of its residents, damage to natural resources, and pollution of its streets, storm drains and natural waterways;

WHEREAS, examples of the dangers posed by unauthorized camping, establishing encampments, and living in vehicles parked on public places include, but are not limited to:

a. Dumping waste and human waste into storm drains and natural water courses;
b. Storing human waste in buckets;
c. Using water and storm water prevention materials from neighboring properties, without permission;
d. Leaving pets unattended or off-leash;
e. Accumulating trash and/or personal belongings in adjacent areas, impeding access to sidewalks and other public places;
f. Camping near parks;
g. Impeding the flow of traffic and access by emergency vehicles;
h. Running power cords from recreational and other camping vehicles to nearby property, which can dangerously overheat and cause fires;
i. Operating power tools, generators, heating and cooking appliances on the streets and other public places;
j. Preventing others from using parking spaces;
k. Increased calls for service to the Sheriff and Fire Departments related to encampments; and
l. Fires breaking out at or near encampments.

WHEREAS, the presence of unauthorized encampments has been associated with increased criminal activity, including theft, vandalism, damage to property, noise violations, littering, prowling, trespassing, and drug-related offenses, thereby undermining public health and safety; and

WHEREAS, the City desires to regulate unauthorized camping and encampments on public places in order to protect the life, health, safety, and welfare of its residents, businesses, and general public, and protect and preserve its natural resources.

NOW THEREFORE, the City Council of the City of Diamond Bar hereby ordains as follows:

Section 1. The City Council finds that the above recitals are true and correct.

Section 2. Diamond Bar City Code Section 10.16.115 titled “Prohibited Parking” is hereby repealed in its entirety.

Section 3. Chapter 8.28 is hereby added to Title 8, Health and Safety, of the Diamond Bar City Code to read as follows:

CHAPTER 8.28 - CAMPING ON PUBLIC PLACES AND INTERFERING WITH PUBLIC ACCESS

8.28.010 – Purpose, findings and definitions.

(a) *Purpose and findings.* The City Council finds that in order to serve the public health, safety and welfare of residents and businesses within the City of Diamond Bar, public streets, public rights-of-way, and city-owned, operated and maintained facilities and property, and other public places, should be readily accessible to residents and the public at large for use and enjoyment consistent with their designated and intended use. The use of these areas for sleeping, camping, storage of personal property, the accumulation of waste, or unauthorized parking interferes with the rights of others to use the areas for their intended purpose. The purpose of this Chapter is to maintain public streets, public rights-of-way, city-owned, operated or maintained property and facilities, and other public places in a clean, safe and accessible condition.

(b) *Definitions.* As used in this chapter, the following terms, words and phrases have the meanings as defined in this section, unless another meaning is clearly apparent from the context:

Camp or *Camping* means use of space on public places for living accommodation purposes such as sleeping activities, or making preparations to sleep (including the laying down of bedding, cots, beds, sleeping bags, mattresses, or couches for the purpose of sleeping), or storing personal belongings, or using any tents, tarps, hammocks, camp stoves, cooking equipment, buckets, dressers, furniture, shelter or other structure or vehicle for sleeping. The above-listed activities constitute camping when it reasonably appears, in light of all the circumstances, that the participants, in conducting these activities, are using the area as a living accommodation regardless of the nature of any other activities in which they may also be engaging.

City means City of Diamond Bar.

Camp facilities. Includes tents, huts, vehicles of any kind including recreational vehicles, or other temporary physical shelters when used to camp.

Camp paraphernalia includes, but is not limited to, tarps, sleeping bags, hammocks or bedrolls, mattresses, open fires, cooking equipment, heating equipment, appliances and other similar equipment.

Open space means any public property that is held out by the city or used by the public for passive recreational purposes, conservation, habitat preservation, or that maintains or enhances the conservation of natural or scenic resources.

Public park means any public property, whether developed or undeveloped, held out by the city or used by the public for active or passive park and recreation uses, including adjacent buffer lands and natural areas of any adjacent parking lots and perimeter sidewalks.

Personal property means tangible personal belongings or possessions that is a physical or movable item that is subject to ownership and can be seen, weighed, measured, felt or touched, including but not limited to, clothing, bicycles, wagons, carts, furniture, appliances, camping equipment, gear, and tools.

Public places means the locations listed in Section 8.28.020.

Public property means any publicly owned or maintained property in the city, including but not limited to public parks, trails and open space areas, public alleyways, buildings, parking lots, public passageways, public rights-of-way, publicly owned or maintained landscaped areas, greenbelts, sidewalks, streets, flood control facilities, and utility easements.

8.28.020 – Unauthorized sleeping, camping and storage of personal property; locations prohibited.

(a) Camping on public places. It is unlawful for any person to camp in or upon any Public Property, including any street, alleyway, sidewalk, median, parkway, driveway, rights-of-way, public restroom, public bench, bus bench or bus shelter, Public Park, Open Space, storm drain, public building or parking lot.

(b) Sleeping on public places. No person may sleep on a public street, alleyway, sidewalk, median, parkway, driveway, rights-of-way, public restroom, public bench, bus bench or bus shelter, or in any pedestrian or vehicular entrance to public or private property abutting a public sidewalk, at any time as a matter of individual and public safety.

(c) Interfering with public access. It is unlawful for any person to camp, sleep, lie, or place personal property where such activity:

1. Obstructs or impedes passage, as required by the Americans with Disabilities Act; or

2. Is within twenty feet of an entrance or exit to any building, establishment, retail store, restaurant, office building or other place into which the public is invited; or

3. Is within twenty feet of an automatic teller machine or any door or entrance that provides access to the automatic teller machine; or

4. Is within two hundred fifty feet of a public or private school or day care center; or

5. In a manner that unreasonably interferes with the use of the public rights-of-way by motor vehicles, pedestrians or bicycles.

(d) Unattended personal property. No person shall fix in place, store, maintain or leave personal property that is unattended on public property, including any street, alleyway, sidewalk, median, parkway, driveway, rights-of-way, park, open space, bus shelter, storm drain, public building or parking lot.

8.28.030 – Removal and recovery of personal property.

(a) The City Council may, by resolution, adopt procedures for the removal and recovery of personal property left upon public places where camping is prohibited per section 8.28.020. Such procedures need not conform to those provided for in subsection (b), below.

(b) Absent the City Council's adoption of a resolution per subsection (a) above, personal property left upon public places where camping is prohibited for more than twenty-four hours may be removed by the city and may be recovered by the owner for up to ninety days.

(c) Abandoned Personal Property.

1. Any personal property or possessions located on public property that are unattended and whose owner cannot be readily identified are presumed to be abandoned. A reasonable effort shall be made to ascertain whether the unattended personal property or possessions have been abandoned and, if so, to thereafter cause their removal subject to subdivisions (a) or (b) above.

2. Unattended personal property or possessions that are unsanitary, soiled, spoiled or verminous may be summarily abated and destroyed at any time without notice.

8.28.040 – Exceptions. The provisions of this chapter shall not apply to the following:

(a) Anyone sleeping or camping in a specified camping area designated by the city. The City Council may by Resolution establish one or more specified camping areas on public property.

(b) When authorized by the Director of Emergency Services in response to firefighting activities or other public emergencies.

(c) Any event involving camping that is approved or sponsored by the city.

Section 4. Severability. If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

Section 5. Effective date. This Ordinance shall take effect and be in force thirty (30) days after its passage.

Section 6. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause a certified copy of this Ordinance to be posted within fifteen (15) days after this Ordinance is passed and adopted, in the Office of the City Clerk and two additional public places, together with the vote for and against the same.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Diamond Bar on this ___ day of _____, 2026.

CITY OF DIAMOND BAR

_____
Steve Tye, 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 ____day of _____, 2026, and was duly passed and adopted at a regular meeting of the City Council held on the __ day of _____, 2026, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

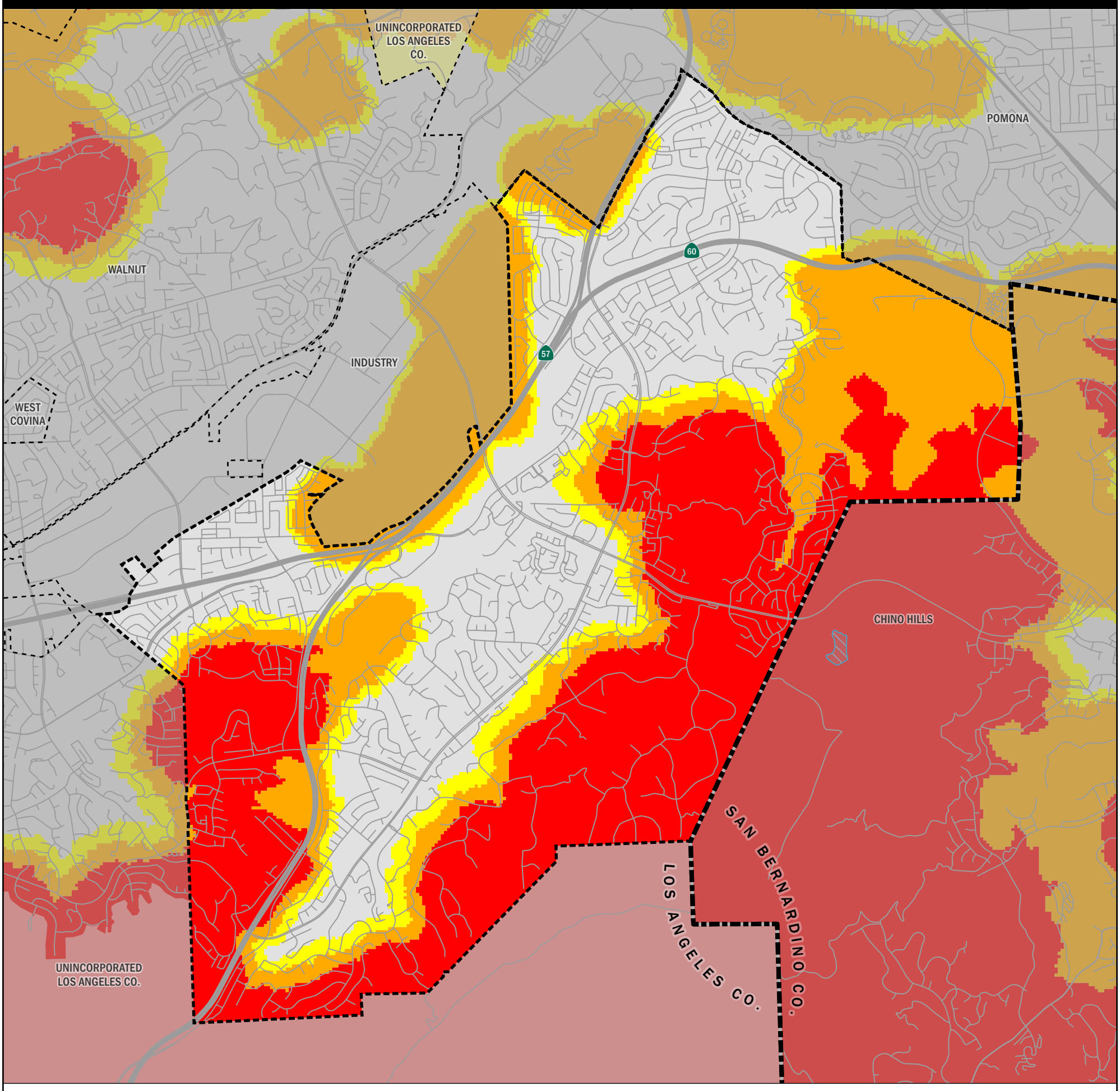
_____
Kristina Santana, City Clerk

CITY OF DIAMOND BAR – LOS ANGELES COUNTY

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)

ORDINANCE NO. 10(2013)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR PROHIBITING PARKING OF VEHICLES ON CITY STREETS AND PUBLIC PROPERTY FOR THE PURPOSE OF SLEEPING

A. RECITALS

THE CITY COUNCIL OF THE CITY OF DIAMOND BAR, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

1. On-street parking and parking on public property is limited. A primary purpose for parking on City streets and public property is to provide places where persons can temporarily park their vehicles in order to access nearby residences, businesses and public uses for social, business or recreational purposes.

2. A secondary purpose is to provide parking for residents or employees of nearby residences and businesses which may not have sufficient parking.

3. In establishing the number of parking spaces for public property, the City's parking standards are based upon projections of the number of spaces that are required for persons using the property. These standards do not contemplate that parking spaces will be utilized by persons for the purposes of sleeping, as a home or as motel room.

4. Persons who park their vehicles on City streets and public property for the purpose of sleeping are utilizing limited parking spaces and thereby limiting access to residential, commercial and public property for persons who seek to use such places for their intended purpose.

Now, therefore, the City Council of the City of Diamond Bar does ordain as follows:

Section 1. Section 10.16.225 is added to the Diamond Bar Municipal Code to provide as follows:

"Section 10.16.115. – Prohibited Parking

No person shall park and leave standing any vehicle on any public street, any public alley or upon any public property for the purpose of sleeping, unless otherwise authorized by this Code or by the owner of such property.

Section 2. Severability. If any section, clause, phrase, word or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each other section, clause, phrase, word or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

Section 3. The Mayor shall sign this ordinance and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to applicable provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council on the 5th day of October 2013.

Jack Tanaka, Mayor

I, Tommye Cribbins, City Clerk of the City of Diamond Bar, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Diamond Bar held on the 15th day of October, 2013 and was finally passed at a regular meeting of the City Council of the City of Diamond Bar held on 5th day of November, 2013, by the following vote:

AYES: COUNCIL MEMBERS: Chang, Herrera, Tye, MPT/Everett, M/Tanaka

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAINED: COUNCIL MEMBERS: None

Tommye A. Cribbins, City Clerk