

City Council Chambers
29844 Haun Road
Menifee, CA 92586



**Menifee City Council
Regular Meeting Agenda**

**Wednesday, January 15, 2025
5:15 PM Closed Session
6:00 PM Regular Meeting**

**Ricky Estrada, Mayor
Bob Karwin, District 1
Vacant, District 2
Dan Temple, District 3
Dean Deines, District 4**

**Armando G. Villa, City Manager
Jeffrey T. Melching, City Attorney
Stephanie Roseen, City Clerk**

AGENDA

- 10.7 Agreement and Bonds for Landscape Improvements, Plot Plan 2020-0003, Encanto/McCall Gas Station by KA Menifee, LLC

RECOMMENDED ACTION

1. Approve and authorize the City Manager to execute a Landscape Improvement Agreement and bonds to guarantee the completion of required public streetscape improvements associated with Encanto/McCall Gas Station, by KA Menifee, LLC, located north of McCall Boulevard and west of Encanto Drive.



CITY OF MENIFEE

SUBJECT: Agreement and Bonds for Landscape Improvements, Plot Plan 2020-0003, Encanto/McCall Gas Station by KA Meniffee, LLC

MEETING DATE: January 15, 2025

TO: Mayor and City Council

PREPARED BY: Jorge Aguilar, Assistant Engineer

REVIEWED BY: Nick Fidler, Public Works Director
Chet Robinson, Principal Engineer

APPROVED BY: Armando G. Villa, City Manager

RECOMMENDED ACTION

1. Approve and authorize the City Manager to execute a Landscape Improvement Agreement and bonds to guarantee the completion of required public streetscape improvements associated with Encanto/McCall Gas Station, by KA Meniffee, LLC, located north of McCall Boulevard and west of Encanto Drive.

DISCUSSION

Plot Plan 2020-0003 (PLN20-0003), also known as Encanto/McCall Gas Station ("Project"), is a proposed development of 2.10 acres to include a 11,340 sf of retail development including a gas station, car wash, fast food, and convenience store. The Project is located north of McCall Boulevard and west of Encanto Drive. The project is located east of Interstate 215.

KA Meniffee, LLC ("Developer"), is now requesting the approval of a Landscape Improvement Agreement ("LIA") as required by the Project's conditions of approval. The LIA requires that improvement securities are posted to guarantee the completion of required streetscape improvements within 24 months from the City Council approval date of the agreement.

Staff has reviewed the Developer's request and determined that the LIA meets the requirements of the Project's conditions. A summary of the bonds being posted to guarantee the required landscape improvements are shown in Table 1 below.

TABLE 1- ENCANTO/MCCALL GAS STATION LANDSCAPE IMPROVEMENTS

Improvement	Security	Faithful Performance	Material and Labor
Streetscape	4467282	\$ 87,500.00	\$ 43,750.00
Total		\$ 87,500.00	\$ 43,750.00

STRATEGIC PLAN OBJECTIVE

Thriving Economy

FISCAL IMPACT

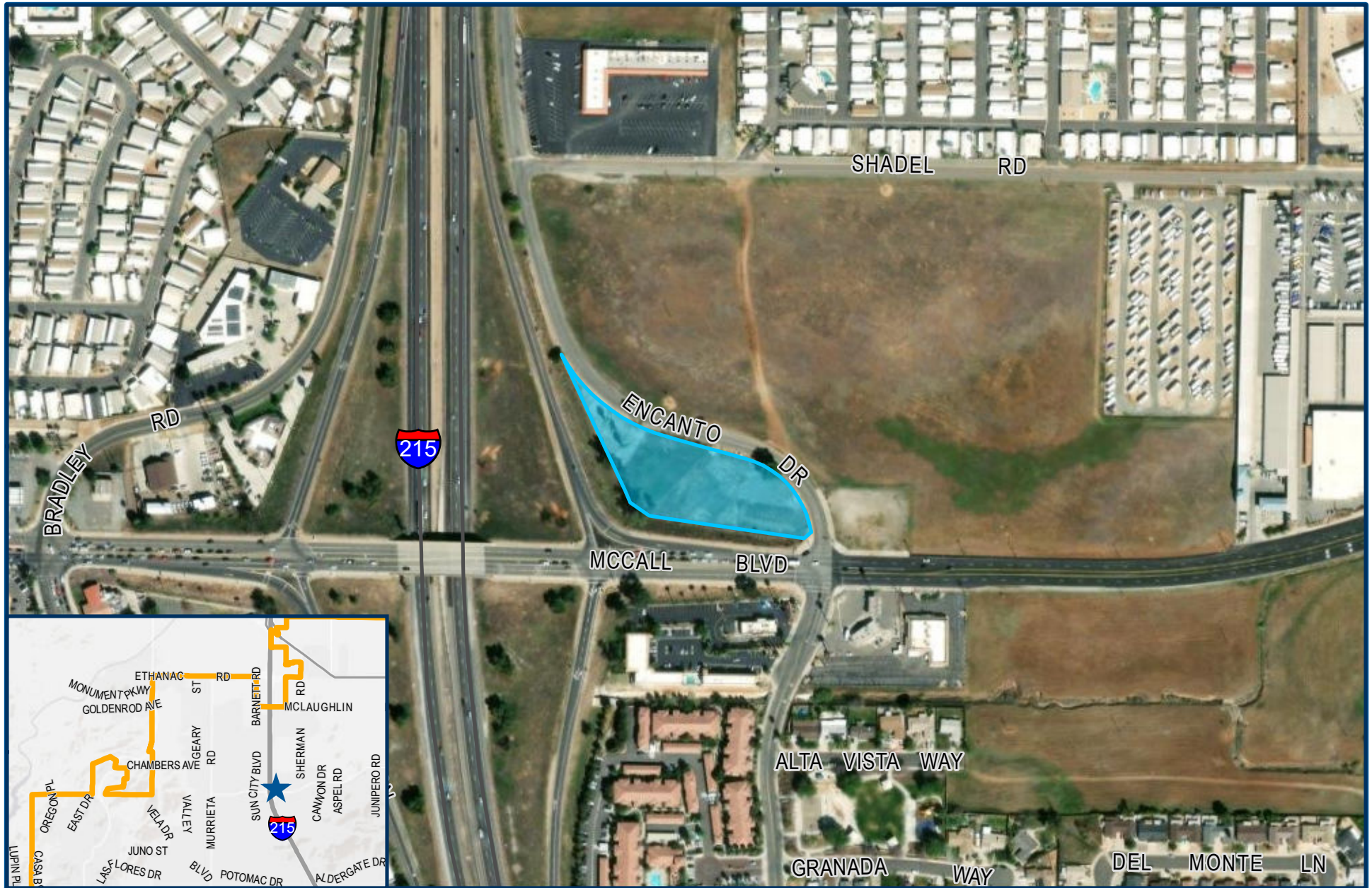
There is no fiscal impact associated with the recommended action. The Developer has paid all necessary fees associated with the review of the Project. Upon completion of the improvements, and subsequent acceptance by the City, ongoing maintenance costs for the improvements would be supported through future fiscal year operating budgets in maintenance Community Facilities District 2017-1, Annexation No. 27.

ATTACHMENTS

1. Project Map
2. Agreement
3. Bond

PROJECT MAP

Encanto/McCall Gas Station



**AGREEMENT
FOR THE CONSTRUCTION OF LANDSCAPE IMPROVEMENTS
IP21-057L ENCANTO GAS STATION STREETScape**

This Agreement for the Construction of Landscape Improvements ("Agreement") is made and entered into by and between the City of Menifee, a California municipal corporation ("City"), and KA Menifee, LLC, Capital Financial Group, Inc. Defined Benefit Pension Trust, KAASSI International, Inc. Defined Benefit Pension Trust & K Z A, Inc Defined Benefit Pension Trust, hereinafter called ("Developer")

WITNESSETH:

FIRST: Developer, as part of the City's consideration of the final map for that certain land division known as Encanto Gas Stations IP21-057L, hereby agrees, at Developer's own cost and expense, to furnish all labor, equipment and materials necessary to perform and complete, within Seven Hundred and Thirty (730) Days from the date this Agreement is executed, in a good and workmanlike manner, all landscape improvements in accordance with those plans for said land division which have been approved by the City Engineer, a copy of which are on file in the office of the City of Menifee Engineering Department, and do all work incidental thereto in accordance with the standards set forth in Riverside County Land Use Ordinance No. 348, City of Menifee Ordinance No. 2018-251 and City of Menifee Ordinance No. 2009-61 establishing Chapter 15.04 of the Menifee Municipal Code establishing Landscape Water Use Efficiency Requirements and Repealing Riverside County Ordinance No. 859, and applicable City standards and specifications, or successor or amended ordinances, standards, and specifications adopted by City, which are hereby expressly made a part of this Agreement. At its sole discretion, City may extend the period of time for completion of the work by providing written notice to Developer of said extension. To be effective such notice must be provided by the City Engineer. Such notice may be provided as specified in Section Nineteenth or via electronic mail to Developer at ken@kaenterprises.net. All the above required work shall be done under the inspection of and to the satisfaction of the City Engineer and shall not be deemed complete until approved and accepted in writing as complete by the City Engineer. Developer further agrees to maintain the above required improvements for a period of one (1) year following acceptance by City, and during this one (1) year period to repair or replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer further agrees that all underground improvements covered by this Agreement shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of Eighty-Seven Thousand Five Hundred, Dollars \$87,500.00, ("Estimated Cost"). Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the work and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

SECOND: Developer agrees to pay to City the actual cost of such inspections of the work and improvements as may be required by the City Engineer. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the work performed pursuant to this Agreement, including, but not limited to fees for checking, filing, and processing of improvement plans and specifications and for inspecting the construction of said work. These fees must be paid in full prior to approval of the final map and improvement plans, unless such fees have not yet been assessed and are not yet due and payable. The fees referred to the above are not necessarily the only City fees, charges, or other cost that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges and/or cost. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the landscape improvements, all costs, expenses and fees incurred by City in successfully enforcing such obligations shall be paid by Developer, including attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered. Developer, not the City, shall be legally responsible for making any payment and/or taking any action required by any such judgment.

THIRD: City shall not, nor shall any officer or employee of City, be liable or responsible for any accident, loss, injury, or damage happening or occurring to the works specified in this Agreement prior to the completion and acceptance thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured or damage by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the performance of the work, and all or said liabilities are assumed by Developer. Developer shall defend (with counsel selected by City, indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, administrative action of any federal, state, or local government body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the work contemplated under this Agreement, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, volunteers, and/or agents for all legal expenses, and cost incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused by the gross negligence or willful misconduct of City as determined by a court or administration body of competent jurisdiction. Developer's obligations under this Section shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, agents, or volunteers.

FOURTH: Developer hereby grants to City, or any agent or employee of City, the irrevocable permission to enter without any additional consent upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Developer has completed work within the time specified or any extension thereof granted by City and the City Engineer has provided express written approval thereof. Under such circumstances, Developer shall be responsible for any and all expenses, costs, liabilities, and fees (including attorneys' fees and litigation cost) ("Completion Costs") incurred by the City in connection with ensuring that the work contemplated by this Agreement is completed. Developer shall remit such Completion Costs to the City no more than thirty (30) days of the date that the City notifies Developer of such Completion Costs. Failure to remit the Completion Costs in a timely matter shall result in the City having the right to invoke any remedy provided by law including the encumbrance of the any property owned by Developer in the amount equal to any unpaid Completion Costs plus any incidental amounts available to City.

FIFTH: At all times up to the completion and approval of the work by the City Engineer hereunder, Developer shall provide adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Developer shall protect all persons from such hazardous or dangerous conditions in compliance with State law regulations and standards for traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

SIXTH: Developer, its agents and employees, shall give written notice to the City Engineer at least forty-eight (48) hours before beginning any work. Developer shall provide the City Engineer or his designee reasonable access to facilities for obtaining full information with respect to the progress and manner of work and shall fully cooperate with any investigation regarding the same.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to ensure its completion within the specified time, or within such extensions of time which have been granted by City, or if Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Developer shall be in default of this Agreement and notice of such default shall be served upon Developer. City shall have the power, on recommendation of the City Engineer, to terminate all rights of Developer as a result of such default, but said termination shall not affect or terminate any rights of City as against Developer or any surety then existing or which thereafter accrue because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be

conclusive upon the Developer and any surety, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to City under this Agreement or the law. The failure of the Developer to commence or complete construction shall not relieve Developer and its surety from completion of the improvements required by this Agreement.

EIGHTH: Developer agrees to file with City, prior to the date that this Agreement is executed, both a good and sufficient improvement security in an amount not less than the estimated costs of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Developer fails to take such action as is necessary to comply with said notice, Developer shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified Developer of the insufficiency of the security or the amount of the bonds or both.

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time may be granted in writing, from time to time, by City, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on such bonds. Developer further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

TENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain that particular part, term or provision held to be invalid.

ELEVENTH: This Agreement contains the entire Agreement of the parties as to the matters set forth herein. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof. This Agreement may only be amended by mutual written agreement of the parties.

TWELFTH: In any action or proceeding arising out of this Agreement, or the transactions contemplated hereby, the prevailing party therein shall be entitled to recover from the other party thereto the reasonable attorneys' and paralegals' fees, court costs, filing fees, publication cost and other expenses incurred by the prevailing party in connection therewith, at trial and all appellate proceedings.

THIRTEENTH: This Agreement may be amended at any time by the mutual consent of the parties by a written instrument signed by both parties.

FOURTEENTH: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that, by so executing this Agreement, the parties hereto are formally bound to the provisions of this Agreement.

FIFTEENTH: Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecate, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecate, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such surety, as is reasonably acceptable to City. Any agreement,

hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the work covered by this Agreement. The Agreement shall survive the recordation of the Final Map and shall be recorded against each of the proposed lots to inform successors and assigns of the required work covered by this Agreement to be constructed and their time frame for construction. Following any permitted assignment, hypothecation, or transfer of the work covered by this Agreement, as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the work covered by this Agreement so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the work covered by this Agreement not assigned, hypothecated, or transferred.

SIXTEENTH: Developer shall perform all work contemplated by this Agreement in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with the City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. Developer and its contractors, if any, shall perform all work required to construct all work performed pursuant to this Agreement in a skillful and workmanlike manner, and consistent with the standards general recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications, and approvals shall be maintained throughout the term of this Agreement.

SEVENTEENTH: This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instruments.

EIGHTEENTH: This Agreement is to be governed by the laws of the State of California. Any action to enforce or interpret this Agreement shall be in the courts of competent jurisdiction in Riverside County, California. If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

NINETEENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City

City of Menifee
29844 Haun Road
Menifee, CA 92586

Developer


KA Menifee, LLC, Capital Financial Group,
Inc. Defined Benefit Pension Trust,
KAASSI International, Inc.
Defined Benefit Pension Trust & K Z A, Inc
Defined Benefit Pension Trust
5820 Oberlin Drive, Suite 201
San Diego, CA 92121

TWENTIETH: City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional.

TWENTY-FIRST: Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any party to assign any right or obligation.

IN WITNESS WHEREOF, Developer has affixed his name, address and seal.

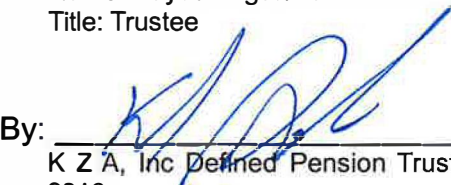
Dated: November 25, 2024

By: 
KA Menifee, LLC, a California limited liability company

Name: Kaream Assi
Title: Manager

By: 
Capital Financial Group, Inc Defined Pension Trust
Dated January 1, 2016

Name: Kayvon Agahnia
Title: Trustee

By: 
K Z A, Inc Defined Pension Trust Dated January 1, 2016

Name: Kambiz Agahnia
Title: Trustee

By: 
KAASSI International, Inc Defined Pension Trust
Dated January 1, 2012

Name: Kaream Assi
Title: Trustee

Dated: _____, 2024

CITY OF MENIFEE

By: _____
Nick Fidler, Public Works Director

CITY OF MENIFEE

By _____
Armando G. Villa, City Manager

ATTEST:

APPROVED AS TO FORM:

By _____
Stephanie Roseen, City Clerk

By: _____
Jeffrey T. Melching, City Attorney

SIGNATURES OF DEVELOPER MUST BE ACKNOWLEDGED BY NOTARY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of San Diego

On November 25, 24 before me, Myriam Lille, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kareem Assi, Kayvon Agabnia &
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Myriam Lille
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____



FAITHFUL PERFORMANCE BOND
CITY OF MENIFEE, STATE OF CALIFORNIA
(Government Code Section 66499.1)

FOR: Landscape	\$ 87,500.00	Parcel	333-040-045,046
		Other Project No.	IP21-057L
Total	\$ 87,500.00	Bond No.	4467282
		Premium	\$2,188.00

Surety	Markel Insurance Company	Principal	KA Menifee, LLC
Address	4521 Highwoods Parkway	Address	5820 Oberlin Drive Suite 201
City/ State	Glen Allen, VA	City/State	San Diego, CA
Zip code	23060	Zip	92121
Phone	800-431-1270 ext 3888	Phone	(858) 869-3328

WHEREAS, the City Council of the City of Menifee, State of California, and **KA Menifee, LLC** (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to **APN: 333-040-045,046**, which agreement(s), dated _____, is/are hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s) for the faithful performance of said agreement(s);

NOW, THEREFORE, we the principal and **Markel Insurance Company**, as surety, are held and firmly bound unto the City of Menifee in the penal sum of **Eighty-seven thousand five hundred, Dollars, (\$ 87,500.00)** lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement(s) and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Menifee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Menifee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

FAITHFUL PERFORMANCE BOND



The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement(s) or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement(s) or to the work or to the specifications..

Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety.

When the work covered by the agreement(s) is complete, the City of Menifee will accept the work and thereupon, the amount of the obligation of this bond is reduced by 90% with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on November 21, 2024.

NAME OF PRINCIPAL: KA Menifee, LLC

AUTHORIZED SIGNATURE(S):

By: 
Name: Kaream Assi
Title: Manager

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Markel Insurance Company

AUTHORIZED SIGNATURE: 

Its Attorney-in-Fact Title: Richard Hallett, Attorney-in Fact



(IF CORPORATION, AFFIX SEAL)

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of

San Diego

On

November 25, 24

Date

before me,

Myriam Mille, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Kareem Assi

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Mille

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

ACKNOWLEDGMENT

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

State of California
County of San Diego

On NOV 21 2024 before me, Rebekah Eads, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Elisabeth Georgeson, Lauran M. Graham, Ray Canto, Richard Hallett, Leona Evangelista, Rebekah Eads, Marissa Robinson

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

In Unlimited Amounts

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 21st day of August, 2024.

SureTec Insurance Company

By:

Michael C. Keimig, President



Markel Insurance Company

By:

Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 21st day of August, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal to the County of Harris, the day and year first above written.



By:

Chelsea Turner, Notary Public
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 21st day of November, 2024.

SureTec Insurance Company

By:

M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:

Andrew Marquis, Assistant Secretary



MATERIAL AND LABOR BOND
CITY OF MENIFEE, STATE OF CALIFORNIA
(Government Code Section 66499.2)

FOR: Landscape	\$ 43,750.00	Parcel	333-040-045,046
		Other Project No.	IP21-057L
Total	\$ 43,750.00	Bond No.	4467282
		Premium	\$ Included in performance bond

Surety	Markel Insurance Company	Principal	KA Menifee, LLC
Address	4521 Highwoods Parkway	Address	5820 Oberlin Drive Suite 201
City/ State	Glen Allen, VA	City/State	San Diego, CA
Zip code	23060	Zip	92121
Phone	800-431-1270 ext 3888	Phone	(858) 869-3328

WHEREAS, the City Council of the City of Menifee, State of California, and **KA Menifee, LLC**, (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to **APN: 333-040-045,046**, which agreement(s), dated _____ is/are hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement(s), principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Menifee to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California;

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are firmly bound unto the City of Menifee and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement(s) and referred to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of **Forty-Three Thousand Seven Hundred Fifty Dollars, (\$43,750.00)** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Menifee in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed upon that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

MATERIAL AND LABOR BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement(s) or to the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to surety's obligations hereunder and are hereby waived by surety.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on November 21, 2024.

NAME OF PRINCIPAL: KA Meniffee, LLC

AUTHORIZED SIGNATURE(S):

By: 
Name: Kareem Assi
Title: Manager

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Markel Insurance Company

AUTHORIZED SIGNATURE:


Its Attorney-in-Fact Title : Richard Hallett, Attorney-in-Fact

(IF CORPORATION, AFFIX SEAL)



ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of San Diego }On November 25, 24 before me, Myriam Mille, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Kareem Assi
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Mille
Signature of Notary Public**OPTIONAL**

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian of Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian of Conservator☐ Other: _____

Signer is Representing: _____

ACKNOWLEDGMENT

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

State of California
County of San Diego

On NOV 21 2024 before me, Rebekah Eads, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Elisabeth Georgeson, Lauran M. Graham, Ray Canto, Richard Hallett, Leona Evangelista, Rebekah Eads, Marissa Robinson

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

In Unlimited Amounts

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 21st day of August, 2024.

SureTec Insurance Company

By:

Michael C. Keimig, President



Markel Insurance Company

By:

Lirdey Jennings, Vice President

State of Texas
County of Harris:

On this 21st day of August, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal to the County of Harris, the day and year first above written.



By:

Chelsea Turner, Notary Public
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 21st day of November, 2024.

SureTec Insurance Company

By:

M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:

Andrew Marquis, Assistant Secretary

CITY OF MENIFEE ENGINEERING DEPARTMENT
CONSTRUCTION COST WORKSHEET
ROW LANDSCAPE COST ESTIMATE
CITY OF MENIFEE PROJECT FILE NO.: IP21-057L

PARCEL MAP NO.	Parcel A: 333-040-045	DATE:	11/18/2024
	Parcel B: 333-040-046	IP:	21-057L

IMPROVEMENTS	FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)		MATERIAL & LABOR SECURITY (50% of Estimated Construction Costs)
Landscape	\$ 87,342.30	\$ 87,500.00	\$ 43,750.00
Total	<u>87,342.30</u>	<u>87,500.00</u>	<u>43,750.00</u>
Warranty Retention (10%)		<u>8,750.00</u>	

DESIGN ENGINEER'S CALCULATION OF IMPROVEMENT BONDING COSTS

Construction items and their quantities, as shown on the attached sheets, are accurate for the improvements required to construct the above project and the mathematical extensions, using City's unit costs, are accurate for determining bonding costs

Above amounts do include additional 20% for bonding prior to having signed plans
(Ordinance 460, Section 10.3E).

JW

Signature

11/18/24

Date

Jeff M. Varley

Name Typed or printed

6172

RLA#

8/31/2025

Exp. Date



Landscape Architect's Stamp

*Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide a copy of Flood Control District letter stating cost estimate.

***** PLEASE READ INSTRUCTIONS BELOW *****

1. Quantities are to be taken from the Improvement Plans. Unit cost are to be as provided on "City of Menifee Improvement Requirement Worksheet."
2. Show Performance Bond Amounts to the nearest \$500.00. Material and Labor Bond Amounts are 50% of Performance Bond Amounts.
3. For Construction items not covered by "The City of Menifee Improvement Requirements Worksheet", Design Engineer is to provide his opinion of construction cost and use that cost. If City of Menifee Unit Costs are determined to be too low, in the opinion of the design engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF MENIFEE ENGINEERING DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
ROW LANDSCAPE COST ESTIMATE
CITY OF MENIFEE PROJECT FILE NO.: IP21-057L
DATE PREPARED: NOVEMBER 18, 2024

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
LANDSCAPING				
Mobilization	1	L.S.	\$ 2,000.00	\$ 2,000.00
Soil Preparation	1	L.S.	\$ 2,000.00	\$ 2,000.00
Mulch Topdressing, 3" depth, wood chip	30	C.Y.	\$ 35.00	\$ 1,050.00
Concrete Mowstrip	623	L.F.	\$ 10.00	\$ 6,230.00
Irrigation Point of Connection (not incl. water meter)	1	L.S.	\$ 3,000.00	\$ 3,000.00
Irrigation system, complete	1	L.S.	\$ 15,000.00	\$ 15,000.00
Irrigation system, Controller and Elec Service Cabinet	1	L.S.	\$ 12,500.00	\$ 12,500.00
Trees, 24" box	14	E.A.	\$ 300.00	\$ 4,200.00
Trees, 15-gallon	17	E.A.	\$ 150.00	\$ 2,550.00
Shrubs, 5-gallon	52	E.A.	\$ 35.00	\$ 1,820.00
Ground cover 1-gallon	766	E.A.	\$ 10.00	\$ 7,660.00
1-year Landscape Maintenance	1	LS	\$ 13,000.00	\$ 13,000.00
			\$	\$ 0.00
			\$	\$ 0.00
			\$	\$ 0.00
A.	Subtotal			\$ 71,010.00
B.	Contingency (15% x A)			\$ 10,651.50
C.	Construction Inspection (8%)			\$ 5,680.80
D.	ROW Landscape Installation			\$ 87,342.30