

## PUBLIC IMPROVEMENT AGREEMENT

This Public Improvement Agreement ("**Agreement**") is entered into by and between the City of Sierra Madre, a California municipal corporation, hereinafter referred to as "**City**," and Toll West Coast, LLC, a Delaware limited liability company, as successor-in-interest to NUWI-Sierra Madre LLC, a Delaware limited liability company, hereinafter referred to as "**Developer**."

### RECITALS

A. On September 27, 2022, the Sierra Madre City Council adopted Ordinance No. 1461, approving The Meadows at Bailey Canyon Specific Plan ("**Specific Plan**") and a Development Agreement between the City and the Developer, which took effect on May 23, 2023.

B. Section 3.4.3 of the Specific Plan states, in relevant part, "As part of the off-site improvements of the Specific Plan, an existing segment of Carter Avenue outside of the Plan area boundaries that will provide access into the Plan area will be widened to include a 24-foot roadway (10 feet for each travel lane plus one 4-foot planting area along the southern boundary of Carter Avenue). In addition, the off-site improvements on Carter Avenue will include a 5.5- foot sidewalk to be built as one of two alignment options permitted under the Specific Plan. The two alignments, shown on Appendix 3B, Offsite Improvement Plan, include option 1, a straight sidewalk on the north side of Carter Avenue extending from Oak Crest Drive to the Plan area, or option 2, a curved sidewalk on the north side of Carter Avenue that meanders through a portion of Bailey Canyon Wilderness Park. [¶] Within the Plan area, the street will have a maximum 46-foot right-of-way with curbs and gutters and planting areas on both sides. A sidewalk, as well as parking (see Figure 3-4a for details), will be located on the west side of the street. A pedestrian path extending from the east side of Carter Avenue will provide pedestrian access to Bailey Canyon Wilderness Park, and a crosswalk will provide a safe pedestrian crossing from the offsite sidewalk on Carter Avenue to the sidewalk within the Plan area. Carter Avenue is depicted in cross-sections E, F and G in Figure 3-4b, Street Cross Sections (see Figure 3-12b and c, Conceptual Street & Wall Sections, for additional details)."

C. Section (4)(i)(i) of the Development Agreement states, "Within 24 months after the Effective Date, Developer shall make all commercially reasonable efforts to acquire the right of way for the offsite improvement of Carter Avenue from the County of Los Angeles (the 'Carter Avenue Right of Way') and obtain all required approvals from the County of Los Angeles for the construction of Carter Avenue offsite improvements. City shall cooperate with, and support as needed, Developer's efforts to obtain the Carter

Avenue Right of Way and all required approvals. In the event the Carter Avenue Right of Way is acquired, Developer shall enter into an improvement agreement with the City for the construction of the Carter Avenue offsite improvements consistent with Attachment F, titled 'Construction of Offsite Improvements.' Developer will also post security for the completion of the improvements as provided in the California Subdivision Map Act and Section 4(l)."

D. On March 10, 2025, Developer acquired, on behalf of the City, the right of way for the offsite improvement of Carter Avenue from the County of Los Angeles.

E. On June 2, 2025, the City approved Developer's minor modification to the proposed off-site improvements noted in Attachment "F" to the Development Agreement. The modified off-site improvements are included as Attachment A and are referred to as the "**Required Improvements.**"

F. City and Developer desire to enter into this Agreement to coordinate the development of the Required Improvements contemplated in Section 3.4.3 of the Specific Plan, Section 4(i)(i) of the Development Agreement, and Attachment A.

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

1. Performance of Work. Developer agrees to furnish, construct, and install at Developer's own expense the Required Improvements along with any reasonable "**Minor Modifications**" as authorized under Section 6.4 of the Specific Plan and Section 8 of the Development Agreement, due to errors, omissions, or changes in conditions. The Developer also agrees to pay all City Engineering fees and other City fees including overhead fees incurred during the performance of this Agreement, all of which are covered by the Security.

2. Injury to Public Improvements, Public Property or Public Utilities Facilities. Developer shall replace or repair, or have replaced or repaired, all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged in the performance of any work under this Agreement. Developer shall bear the entire cost of replacement or repairs of any and all public or private utility property damaged or destroyed in the performance of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction of the City Manager.

3. Inspection. Developer shall at all times maintain proper facilities and safe access for inspection of the Required Improvements and other public improvements by the City. Upon completion of the work, the Developer may request a final inspection by the City Manager or the City Manager's representative. If the City Manager or the designated representative determines that the work has been completed in accordance with this Agreement, then the City Manager shall with due diligence accept the Required Improvements on behalf of the City and give written notice of such to Developer. No Required Improvements shall be finally accepted unless all aspects of that portion of the work have been inspected and determined to have been completed, including but not limited to providing the Required Improvements free and clear from liens. Developer shall bear all costs of plan check, inspection, certification and all City overhead costs, consistent with Section 4(j)-(k) of the Development Agreement.

4. Developer's Obligation to Warn Public During Construction. Until final acceptance of the Required Improvements, Developer shall give good and adequate warning to the public of each and every dangerous condition existing in the Required Improvements area, and shall take reasonable actions to protect the public from such dangerous condition. In addition, any claims received by the City from third parties for damage from construction of the Required Improvements shall be tendered to Developer for addressing indemnification pursuant to this Agreement, and potential payment at the City's request should the City determine such damage is the result of Developer or Developer contractor's work.

5. Superintendence by Developer. Developer shall require each contractor and subcontractor to have a competent foreman on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Required Improvements. In addition, Developer shall maintain an office with a telephone, and Developer or a person authorized to make decisions and to act for Developer in Developer's absence shall be available on the job site within three (3) hours of being called at such office by the City during the hours of 8:00 A.M. through 5:00 P.M., Monday through Friday, or any other day or time when work is being performed on the Required Improvements.

6. Work, Time for Commencement and Performance. Consistent with Section (4)(i)(ii) of the Development Agreement, construction of Required Improvements must commence before the issuance of the first building permit for the Project. Construction of the Required Improvements must be completed prior to the issuance of the 11<sup>th</sup> building permit for the Project.

7. Time is of the Essence and Request for Extension. Time is of the essence in this Agreement. The date for completion of the Required Improvements may not be

extended, except by “**Major Modification**”, as provided for in Section 8 of the Development Agreement. Developer may delay performance under the existing terms only by submitting a Permitted Delay Notice pursuant to the procedures under Section 13 of the Development Agreement.

8. Utility Undergrounding and Relocation Costs. Developer will underground all constructed onsite utilities in consultation with the City’s Departments of Planning and Community Preservation and Public Works. Developer will not be required to underground existing utilities, including without limitation, those utilities along the westerly edge of the Property, consistent with Section 4(e) of the Development Agreement.

9. Improvement Security. Consistent with Section 4(l) of the Development Agreement, concurrently with the execution of this Agreement, the Developer shall furnish the City with an “**Improvement Security**” to cover 100 percent of the total estimated cost of the Required Improvements, conditioned upon the faithful performance of the agreement, and 100 percent of the total estimated cost of the Requirement Improvements, securing payment to the contractor, to the subcontractors, and to persons furnishing labor, materials, or equipment to them for the improvement.

10. Release of Improvement Security. Any unused portion of the Improvement Security may be released one year after acceptance of the Required Improvements by the City. The amount to be released shall first be reduced by the amount deemed necessary by the City to pay contractors, subcontractors of persons furnishing labor, materials, or equipment, or to correct any defects in the Required Improvements that are known or believed by the City to exist at the end of the guarantee and warranty period. Any unreleased portion of the Improvement Security shall remain in full force and effect unless and until the City notifies Developer in writing that the necessary repairs have been made to the satisfaction of the City Manager and that the warranty period has been successfully completed.

11. Defense, Indemnification and Hold Harmless. The indemnity provisions of Sections 16 and 17 of the Development Agreement shall govern this Agreement.

12. Developer’s Insurance. Developer and City agree that City, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement, which includes but is not limited to, contracts with other governmental agencies such as the California Department of Transportation, which are

necessary for the City to enact this Agreement or from contracts with other parties or governmental agencies, which are necessary for the City to enact this Agreement.

Developer acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the sole fault of City. Developer has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of City.

Developer agrees to provide insurance in accordance with the requirements as set forth here. The following coverages will be provided by Developer and maintained on behalf of City and in accordance with the requirements set forth herein.

a. Developer Shall Maintain Insurance. Developer shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Agreement, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with an A.M. Best rating of no less than A:VII.

b. Developer to Provide Evidence of Insurance. Prior to the execution of this Agreement and prior to the commencement of any work, the Developer or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor ("**Processor**") to accept and process Developer's proof of insurance. Developer shall not allow any contractor or subcontractor to commence work until the same insurance is first obtained by such contractor or subcontractor. Certificates shall be signed by a person authorized by the insurer, or insurers, to bind coverage on their behalf.

c. No Suspension of Insurance. The Developer shall serve the City notice, in writing by certified mail, within 60 days of any notices received from any insurance carriers providing insurance coverage under this Agreement that concern the suspension, voidance, cancellation, termination, reduction in coverage or limits, non-renewal, or material changes of coverage proposed or otherwise.

d. Coverages Shall Not Limit Obligations. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Developer are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Developer under the Agreement.

e. Required Limits. Developer and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the term of this Agreement, not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance of coverage and limit of insurance by Developer, and its contractors and subcontractors is a material element of the Agreement. The failure of Developer to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Agreement.

1. Workers' Compensation Insurance. Developer shall maintain, during the term of this Agreement, Workers' Compensation insurance for all of Developer's employees as required by Labor Code section 3700 of the State of California and Employer's Liability Act, including Longshoremen's and Harbor Workers' Act ("Acts"), if applicable; and, if any work is sublet, Developer shall require contractors and subcontractors similarly to provide Worker's Compensation Insurance for all of their employees, unless such employees are covered by the protection afforded by Developer. Developer and any of Developer's contractors and subcontractors shall be required to provide City with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." If any class of employees engaged in work under this Agreement at the site of the Offsite Improvements is not protected under any Worker's Compensation law, Developer shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Employer's Liability limits shall not be less than Five Hundred Thousand dollars \$500,000 per occurrence. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work falling within the terms of this Agreement. Developer shall indemnify and hold harmless the City for any damage resulting to it, including attorney fees, from failure of either Developer or any contractor or subcontractor to take out and maintain such insurance.

2. Commercial General Liability Insurance. Developer and any of Developer's contractors and subcontractors shall maintain during the

term of this Agreement such commercial general liability insurance as shall insure the City, its elective and appointive boards and commissions, officers, agents and employees, Developer and any contractor or subcontractor performing work covered by this Agreement. The insurance shall include, but not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of Developer, any contractor's or subcontractor's operations hereunder, whether such operations are by Developer or any contractor or subcontractor or by anyone directly or indirectly employed by either Developer or any contractor or subcontractor. The amount of insurance coverage shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) per policy aggregate. As an alternative to the policy aggregate the Developer may have an aggregate limit of one million dollars (\$1,000,000) per project apply. Coverage shall be at least as broad as the current version of Insurance Services Office "occurrence form CG 00 01" covering commercial general liability or its equivalent.

3. Auto Liability Insurance. The Developer and any of Developer's contractors and subcontractors shall provide a certificate of insurance to the City showing coverage of at least \$1,000,000 for bodily injury and property damage or a combined single limit. This policy shall be for "any auto" or for "all autos either owned, hired, or non-owned."

4. Endorsements. Developer shall see that the commercial general liability insurance shall include, or be endorsed to include, the following:

(i) Provision or endorsement naming the City of Sierra Madre, its officers, employees, agents, boards, commissions, and volunteers as Additional Insureds with respect to liability arising out of the performance of any work under this Agreement.

(ii) Provision or endorsement waiving any rights of subrogation against the City, its officers, officials, employees, agents, boards, commissions and volunteers.

(iii) Provision or endorsement stating that insurance is Primary insurance with respect to the City, its officers, employees, agents, boards, commissions, and volunteers, to the extent the City is an additional insured. Any insurance or self-insurance

maintained by the City, its officers, officials, employees, agents, boards, commissions, and volunteers shall be in excess of the Developer's insurance and shall not contribute with it.

(iv) Provision or endorsement stating that the Developer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross-liability).

(v) Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, employees, agents, boards, commissions, and volunteers.

13. Prevailing Wage. Required Improvements may be subject to the payment of prevailing wage under California Labor Code Section 1720. In the event Developer does not pay prevailing wages for the work performed under this Agreement for construction of the Required Improvements, the Developer shall pay all penalties and wages as required by applicable law and defend, indemnify, and hold harmless the City pursuant to paragraph 12.

14. Repair or Reconstruction of Defective Work. If, within a period of one year after final acceptance by the City of any Required Improvement, or part of any Required Improvement furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement materially fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, Developer shall without delay and without any cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the accepted Required Improvement. If the Developer fails to act promptly or in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before the Developer can be notified, then the City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repairs within sixty (60) days of the date the billing for such work by City is received by the Developer.

15. Developer Not Agent of City. Neither Developer nor any of Developer's agents, contractors, or subcontractors are or shall be considered to be agents of the City in connection with the performance of Developer's obligations under this Agreement.

16. Notice of Breach and Default.

a. Nonperformance. Any failure by a Party hereto to perform any material term or material provision of this Agreement, which failure continues uncured for a period of 60 days following written notice of such failure from the other Party (unless such period is extended by mutual written consent), shall constitute a default under this Agreement (“**Default**”).

b. Default Notice. A Party must provide written notice of Default (“**Default Notice**”), which shall specify the nature of the alleged failure and, where appropriate, how said failure may be satisfactorily cured. If the nature of the alleged failure is such that it cannot be cured within such 60-day period, then the substantial commencement of the cure within such time period, and the diligent prosecution to completion of the cure within one year thereafter, shall be deemed to be cured within such 60-day period.

c. Remedies. If the alleged failure remains uncured after the expiration of the 60-day period (subject to the extended cure period in clause (b) above), the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement (and, in such proceeding, the non-defaulting Party may seek to terminate this Agreement subject to equitable considerations). If the Default is cured, as provided herein, then no Default shall exist, and the noticing Party shall take no further action.

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

17. Developer Assignment Right. Developer shall have the right, subject to this Section 17, to transfer or assign its interests, rights and obligations in this Agreement in whole or in part to any person, partnership, joint venture, firm, limited liability company, or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer, or assignment shall include the assignment and assumption of all of the rights, duties, and obligations pursuant to this Agreement.

a. Developer Notification. Before any such transfer or assignment of this Agreement, Developer shall notify the City in writing of such transfer or assignment. Upon the transfer or assignment of this Agreement, Developer shall provide the City with an agreement executed by the transferee or assignee, which agreement shall provide that the purchaser, transferee or assignee expressly and unconditionally assumes Developer’s duties and obligations arising under this Agreement after the date of such assignment (“**Transfer Agreement**”).

b. Release. If such Transfer Agreement intends to release Developer of Developer's obligations under this Agreement, such Transfer Agreement must be approved by the City Manager on behalf of the City in writing to release Developer from obligations under this Agreement, which approval shall not be unreasonably withheld, conditioned or delayed. Prior to approving Developer's release of its obligations under this Agreement, the City may request that Developer provide such information demonstrating to the City's reasonable satisfaction that such purchaser, transferee or assignee has sufficient development experience and financial capability, including the ability to assume or replace the Security Bond contemplated by this Agreement, to complete the public improvements and perform all obligations assumed. In no event shall Developer be released from its obligations and liabilities under this Agreement without the City's written consent pursuant to this section.

18. Notices. Except as otherwise provided in this Agreement, or expressly provided by law, any notice, approval, consent, waiver, or other communication required or permitted to be given, or to be served upon any Party in connection with this Agreement, shall be in writing. Such notice shall be personally served or sent by first class United States mail, postage prepaid, or by reputable overnight carrier, such as Federal Express, or by mail. Such notice shall be deemed given upon the earliest of:

- a. when received,
- b. if personally served or sent by overnight carrier, when delivered to the Party (or the agent of the Party) to whom such notice is addressed, or
- c. if given by mail, three business days following deposit in the United States mail.

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

**To the City:**

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

(The City) With a copy to:

**To Developer:**

Toll West Coast LLC  
9301 Corbin Avenue, Suite 1200  
Northridge, CA 91324  
Attn: Nick Norvilas

(Developer) With a copy to:

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

Toll Bros., Inc.  
1140 Virginia Drive  
Fort Washington, PA 19034  
Attn: Yolanda Rodriguez; Legal Notices

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

19. Miscellaneous Provisions.

a. Authority to Execute Agreement. Each Party (as to itself) warrants and represents that the person or persons executing this Agreement on behalf of such Party has the authority to execute this Agreement and the authority to bind such Party to its obligations hereunder.

b. Construction of Agreement. All Parties have been represented by counsel in the preparation of this Agreement and no presumption or rule that ambiguity shall be construed against a drafting Party shall apply to interpretation or enforcement hereof. Captions on sections and clauses are provided for convenience only and shall not be deemed to limit, amend or affect the meaning of the provision to which they pertain.

c. Conflicts. This Agreement incorporates elements of the Project Specific Plan. If any term, provision, or concept conflicts with the Specific Plan, the term, provision, or concept in this Agreement shall control.

d. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without regard to conflicts of laws principles. Venue for any legal action brought by any Party hereto for breach of this Agreement or to interpret or enforce any provisions herein shall be in the Los Angeles County Superior Court.

e. No Joint Venture or Partnership. The Parties hereby renounce the existence of any form of joint venture, partnership or other association between or among any one or more of the City, Developer or Congregation, and the Parties agree that nothing in this Agreement or in any document executed in connection with this Agreement shall be construed as creating any such relationship between or among any of them.

f. Covenant of Good Faith and Fair Dealing. No Party shall do anything which shall have the effect of injuring the right of another Party to receive the benefits of this Agreement or do anything which would render its performance under this Agreement impossible. Each Party shall perform all acts contemplated by this Agreement to accomplish the objectives and purposes of this Agreement.

g. Partial Invalidity Due to Governmental Action. In the event state or federal laws or regulations enacted after the Effective Date or the formal action of any governmental entity other than the City prevent compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, the Parties agree that the provisions of this Agreement shall be modified, extended or suspended only to the minimum extent necessary to comply with such laws or regulations.

h. Further Actions and Instruments. The Parties agree to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of this Agreement. Each of the Parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Agreement.

i. Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person or entity shall have any right of action based upon any provision in this Agreement.

j. No Waiver. No delay or omission by a Party in exercising any right or power accruing upon non-compliance or failure to perform by another Party under the provisions of this Agreement shall impair or be construed to be a waiver of any such right or power. A waiver by a Party of any of the covenants or conditions to be performed by another Party shall not be construed as a waiver of any succeeding breach or non-performance of the same or other covenants and conditions hereof.

k. Severability. If any provision of this Agreement shall be adjudicated to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision. Notwithstanding the foregoing or any other provisions of this Agreement, if a material provision of this Agreement is found to be unenforceable, void or voidable, a Party benefited by such material provision may terminate this Agreement upon providing written notice to the other Parties.

l. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

m. Certain Terminology. Whenever the words “including”, “include” or “includes” are used in this Agreement, they shall be interpreted in a non-exclusive manner as though the words “without limitation” immediately followed the same. Except as otherwise indicated, all Article, Section, Clause, and Attachment references in this Agreement shall be deemed to refer to the Articles, Sections, Clauses, and Attachments to this Agreement. Wherever the words “herein” or “hereunder” appear in this Agreement, they shall be interpreted to mean “in this Agreement” or “under this Agreement”, respectively.

n. Non-Business Days. Whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time or by a particular date that ends or occurs on a non-business day (*i.e.*, Saturday, Sunday, or a holiday recognized by the U.S. federal government or the State of California), then such period or date shall be extended until the immediately following business day. A “business day” as used herein shall mean any day other than a Saturday, Sunday or any day on which commercial banks in Los Angeles County, California are authorized or obligated to close.

This Agreement shall take effect on the date of the last signature below:

"CITY"  
CITY OF SIERRA MADRE,  
a California municipal corporation

*Authorized Signatories*

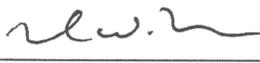
Signature: 

Printed: Kristine Lowe

Title: Mayor

Date: February 10, 2026

"DEVELOPER"  
TOLL WEST COAST, LLC, a Delaware  
limited liability company, as successor-in-  
interest to NUWI-SIERRA MADRE LLC,  
a Delaware limited liability company

Signature: 

Printed: Nicholas W. Norvilas  
Division President

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

Date: 1/9/26

*Attest*

Signature: 

Printed: Laura Aguilar

Title: City Clerk

Date: February 10, 2026

*Approve as to Form*

Signature: 

Printed: Aleks Giragosian

Title: City Attorney

Date: February 10, 2026