



Agenda Report

File #: 19-0517

AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION

DATE: 6/5/2019

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT:

City Council consideration of Grading and Improvement Agreements for 380 North McKinley Street - Lazy Dog Restaurants, LLC, a Delaware Corporation.

RECOMMENDED ACTION:

That the City Council authorize the Mayor to execute Grading and Improvement Agreements between the City and Lazy Dog Restaurants, LLC, a Delaware Corporation.

ANALYSIS:

Precise Plan 2019-0002 was approved by City Council on May 1, 2019, for the construction of a new 9,570 square-foot restaurant on an existing building pad that formerly contained the Claim Jumper Restaurant located at 380 North McKinley Street. The proposed restaurant is located within the Sub-Regional Shopping Center designation of the Northeast Corona Specific Plan (SP81-2) and in the southwesterly portion of the Corona Hills Shopping Center, as shown on Exhibit "A."

The developer will enter into an Improvement Agreement with the City and post sufficient securities to guarantee construction of the public potable water utility improvements associated with the project.

In compliance with Grading Ordinance No. 2568, the developer will also enter into a Grading Agreement to secure the precise grading operations, which include drainage improvements. A cash deposit has been posted to guarantee erosion control. The grading design conforms to the Grading Ordinance and is consistent with sound engineering standards and practices. The elevation design minimizes significant height and slope differentials from surrounding properties, while maintaining the City's obligation to protect the health and safety of citizens and property.

Securities have been posted as follows:

PWGR2019-0005	Faithful Performance		Labor and Materials	
	Security No.	Amount	Security No.	Amount
Public Improvements	Cash Deposit	\$55,100	Cash Deposit	\$27,500
Grading and Drainage	Cash Deposit	\$94,900	N/A	N/A
Erosion Control	Cash Deposit	\$11,900	N/A	N/A

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACT:

All applicable fees have been paid by the developer as follows:

PWGR2019-0005 - 380 N. McKinley	Fee Type	Amount
Precise Grading and Public Improvements	Plan Check	\$7,523
Erosion Control	Plan Check	\$919
Drainage Study	Review	\$4,457
Scanning	Fee	\$144
PWLE2019-0009 - 380 N. McKinley		
Easement - on site	Review	\$1,503
PWLE2019-0011 - 340 N. McKinley		
Easement - off site	Review	\$1,503

ENVIRONMENTAL ANALYSIS:

Per Article 19 Categorical Exemptions, Section 15302 (Class 2, Replacement or Reconstruction) of the State Guidelines for Implementing the California Environmental Quality Act (CEQA) and Section 3.21 of the Local CEQA Guidelines, a Notice of Exemption has been prepared for the project because it consists of replacing a previous restaurant with a new restaurant of substantially the same size, purpose, and capacity and will be placed at the same location as the previous structure. Therefore, there is no possibility that the project will have any significant adverse effects on the environment. Additionally, this action is exempt pursuant to Section 15061(b)(3) of CEQA Guidelines, which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action merely approves agreements that provide security to guarantee completion of improvements that are required in connection with a ministerial permit, and there is no possibility that approving these agreements will have a significant effect on the environment. Therefore, no environmental analysis is required.

File #: 19-0517

PREPARED BY: MICHELE HINDERSINN, P.E., SENIOR CIVIL ENGINEER

REVIEWED BY: TOM KOPER, P.E., ASSISTANT PUBLIC WORKS DIRECTOR

REVIEWED BY: NELSON D. NELSON, P.E., PUBLIC WORKS DIRECTOR

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:

1. Exhibit "A" - Location Map
2. Agreements

Developer: Jared Taylor - Golden Property Development for
Lazy Dog Restaurants, LLC.
5847 Brace Road
Loomis, CA 95650
(805) 440-7537

Engineer: DRC Engineering
Greg Cooke
160 South Old Springs Rd, Suite 210
Anaheim Hills, CA 92808
(714) 685-6860



KEYNOTES - SITE PLAN

- [illegible]

Architect
JGA
JAMES GARTNER & ASSOCIATES
ARCHITECTS, INC.
ARCHITECTURE
PLANNING / EXTERIOR
PROJECT MANAGEMENT

2006, North Broadway
Tampa Ave. U.S. 82796
Phone: 714.563.6233
www.jagstone.com

在 2008 年 12 月 15 日，美国、加拿大、墨西哥三国领导人签署了《北美自由贸易协定》。该协定旨在进一步降低三国之间的贸易壁垒，促进贸易自由化。该协定是北美自由贸易区（NAFTA）的基石，也是世界上最重要的贸易协定之一。该协定的签署标志着北美自由贸易区进入了一个新的发展阶段。该协定的实施将有助于三国之间的贸易增长，提高三国人民的生活水平。该协定的实施也将有助于促进全球贸易自由化，推动世界经济的发展。

[illegible]

SITE PREPARATION NOTES

1. GC TO STOP AND REMOVE ALL VEGETATION, DEBRIS, UNCONTROLLED FILL AND LOOSE SOIL, PREPARE A DISTURBED NATURAL BULK AND OTHER COLLECTIBLE MATERIALS PRIOR TO COMMENCING CONSTRUCTION
2. THE CLEARED AREA MUST INCLUDE THE BUILDING AREA, ADJACENT WILDS, SLASH AND GRASS TO BE PLANTED
3. REFER TO SOIL REPORT FOR EXTENT OF EROSION AND PWD PREPARATION
4. GC TO FILL AND COMPACT THE SOIL, AND PREPARE THE PWD FOR CONSTRUCTION ACCORDING TO M.C. DESIGN AND PWD REPORT

GENERAL SITE PLAN NOTES

1. CONTRACTOR TO VERIFY ALL EXISTING FIELD CONDITIONS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO COMMENCING WORK.
2. FINISHING DRAWINGS ARE PROVIDED FOR REFERENCE ONLY. THE ARCHITECT AND THEIR GENERAL CONTRACTOR ARE IN NO WAY RESPONSIBLE FOR THE ACCURACY OF THESE DRAWINGS.
3. ALL FINISHES AND EXTERIOR LANDSCAPE AREAS, INCLUDING ACCESSIBLE PARKING, STAIRS, AND PLAZAS ARE BY THE LANDSCAPE ARCHITECT.

LEGEND

- ←----- ACCESSIBLE PATH OF TRAVEL.
- PROPERTY LINE
- PROJECT SCOPE
- EXISTING ADJACENT BUILDING, NOT IN SCOPE

EXHIBIT "A"

Lazy Dog

Overall Site Plan
Keynotes
Site Plan Notes
Legend

A1.0

**AGREEMENT FOR PUBLIC IMPROVEMENTS FOR
380 NORTH MCKINLEY STREET – (LAZY DOG) –
DWG. # 19-005P – (PWGR2019-0005)
Non-Master Plan Improvements**

This Agreement is made and entered into as of this **5th day of June, 2019** by and between the City of Corona, a municipal corporation (hereinafter referred to as "City"), and **Lazy Dog Restaurants, LLC, a Delaware Corporation**, with its principal offices located at, **3337 Susan St., Suite 100, Costa Mesa, CA 92626**, (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **380 North McKinley Street** and more particularly described in Exhibit "A" attached agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within **FORTY-EIGHT (48)** months from the date of this Agreement, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the Public Works Director, and are on file in the office of the City Clerk, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the Public Works Director, and shall not be deemed complete until approved and accepted as complete by the City. The Developer shall ensure that all employees or contractors completing the work and improvements in connection with this agreement have all licenses, permits, qualifications, acceptable insurance as required by the City and approvals from the City necessary to perform their respective work and that such requirements are maintained throughout the term of this agreement or any extensions thereto. Developer further agrees to guarantee the improvements for a period of one year following acceptance by the City and agrees during this one year period to repair and replace, to the satisfaction of the Public Works Director, any defective work or labor done or defective materials furnished. Developer shall complete the improvements in accordance with Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval for the project and with plans approved by the Public Works Director at such time as the City acquires an interest in the land which will permit such improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code. The estimated cost of said work and improvements is the amount of **Fifty-Five Thousand One Hundred Dollars and No Cents (\$55,100.00)**. The work and improvements covered by this agreement may also include items in addition to those listed in Exhibit "B" if additional work or improvements are deemed necessary to protect public health or safety.

SECOND: Developer agrees to pay to the City the actual cost of such inspection of the work and improvements as may be required by the Public Works Director. Developer further agrees that, if suit is brought upon this Agreement or any bonds guaranteeing the completion of the improvements, all costs, expenses and fees, including attorney's fees, incurred by the City in enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, and that, upon entry of judgment, such costs, expenses and fees shall be included in any judgment rendered.

THIRD: City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the improvements prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, its agents or employees, in the construction of the improvements, and all of said liabilities are assumed by Developer. Developer agrees to defend, indemnify and hold harmless City and its officers and employees thereof from all loss, including attorney's fees, liability or claim because of, or arising out of the acts or omissions of Developer, its agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

FOURTH: Developer hereby grants to the City and any authorized agent or employee of the City, the irrevocable permission to enter upon the project for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed construction of the improvements within the time specified or any extension thereof granted by the City.

FIFTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such dangerous conditions. Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide a minimum of twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. Developer's obligation for street sweeping shall continue until such time as the City accepts the improvements as being complete. The bonds securing performance of this Agreement shall secure developer's obligation under this provision.

SIXTH: Developer, its agents and employees, shall give notice to the Public Works Director at least 48 hours before beginning any work and shall furnish the Public Works Director all reasonable facilities and access for obtaining full information with respect to the progress and manner of work.

SEVENTH: If Developer, its agents or employees, neglects, refuses, or fails to construct the work with such diligence as to insure its completion within the specified time, or within such extensions of time that have been granted by the City, or if Developer fails to perform satisfactorily any of the provisions of the plans it shall be in default of this Agreement and written notice of such default shall be served upon Developer. The City Council shall have the power, on recommendation by the Public Works Director, to terminate all rights of the Developer because of such default. The determination by the Public Works Director whether any of the terms of the Agreement or plans have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and all parties who may have any interest in this Agreement or any portion thereof. The provisions of this section shall be in addition to all other rights and remedies available to the City at law or in equity.

EIGHTH: Developer agrees to file with City, prior to the date this Agreement is executed, (a) good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and (b) good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code. Developer agrees to renew each and every such bond(s) with good and sufficient sureties or increase the amounts of said bond(s), or both, within ten (10) days after being notified by the Public Works Director that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days following the date on which the Public Works Director notified Developer of the insufficiency of the security or the amount of the bond(s) or both.

NINTH: Developer and the City and any surety or sureties on the bond(s) securing this Agreement agree that, in the event it is deemed necessary to extend the time for completion of the improvements and work to be done under this Agreement, extensions of time **may** be granted by the City, either at its own option, or upon request of Developer, and such extensions shall not affect the validity of this Agreement or release the surety or sureties on said bond(s). Developer agrees to maintain the aforesaid bond(s) in full force and effect during the terms of this Agreement, including any extensions of time as may be granted.

TENTH: If any provision of this Agreement is held by the courts 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 the particular provision held to be invalid. This agreement and the obligations described herein are binding upon the project and successor owners thereof; provided, however, that Developer will remain obligated hereunder until such time as new agreements covering the matters described herein have been executed by the City and the new owner of the project.

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

City:

The City of Corona
Public Works Department
400 S. Vicentia Avenue
Corona, CA 92882

Developer:

Lazy Dog Restaurants, LLC
3337 Susan St., Suite 100
Costa Mesa, CA 92626

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

**Lazy Dog Restaurants, LLC,
a Delaware Corporation**

By: _____

Signature

Christopher Simms
Print Name

CEO

Title

By: _____

Signature

Robert Linder
Print Name

CFO

Title

ATTEST:

**CITY CLERK
OF THE CITY OF CORONA**

CITY OF CORONA

By: _____
(City Clerk)

By: _____
(Mayor)

(SEAL)

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROJECT
SEE ATTACHED

Exhibit A

File No.: NCS-935647-ONT1

The Land referred to herein below is situated in the City of Corona, County of Riverside, State of California, and is described as follows:

PARCEL 19 OF PARCEL MAP NO. 22225 AS SHOWN BY MAP ON FILE IN BOOK 150 OF PARCEL MAPS, PAGES 1 THROUGH 18, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY.

EXCEPTING THEREFROM 25% OF ALL OIL, GAS MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500.00 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY UPON ANY PORTION OF THE SURFACE ABOVE A DEPTH OF 500.00 FEET, TO TAKE, MARKET, MINE, EXPLORE OR DRILL FOR SAME, AS RESERVED BY KAZUKO TAKENAGE, A WIDOW, IN DEED RECORDED NOVEMBER 1, 1979 AS INSTRUMENT NO. 233777 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

For conveyancing purposes only: APN 115-380-028-0

EXHIBIT "B"
COST ESTIMATE
(To be provided by developer's engineer)

SEE ATTACHED

Faithful Performance	\$55,100.00
Labor and Material	\$27,500.00

BOND ESTIMATE SHEET
(Use for Improvements Other than Grading Work Only)

Project: Lazy Dog
Location: 380 N. McKinley
DWG No: #19-005P

DATE: May 5, 2019

Description of Improvements <i>*Fill in as appropriate</i>	<u>Construction Cost</u>	<u>Performance Bond</u>	<u>Labor & Materials</u>
		Note 2 (Round up to nearest \$200)	Bond Note 3 (Round up to nearest \$100)
1 Non-Master Planned R/W (Public) Improvements	\$42,300	\$55,200	\$27,600
2 Master-Planned R/W (Public) Improvements			
3 Interim Improvements (not including Grading Work)			
4 On-Site Public Improvements			
5 On-site Non-public Improvements			
6 Additional Bond Improvements (beyond typical)			

NOTES:

- 1 All construction cost estimates should be attached to this form, and shall include publicly maintained landscape & irrigation.
- 2 Performance Bond Estimate shall be calculated at 130% of the estimated construction cost, to include Engineering, Contingencies, & Planning. The 130% is the estimated **total** construction cost.
- 3 Labor & Material Bond Estimate shall be 50% of the calculated Performance Bond
- 4 City staff shall review all estimates and may change the amount of the engineer's estimated bonds. No arrangements for bonds shall be made until the City has issued the project's Bond & Fee Letter.
- 5 **A current title report shall be submitted for bonding purposes.**

PREPARED BY:

Greg Cooke

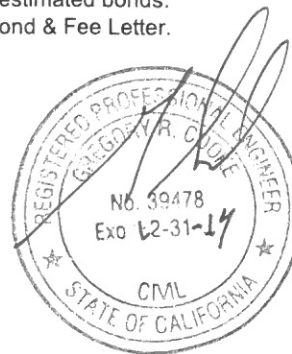
Engineer's Name & Signature

DRC Engineering

Company

714-685-6860/ gcooke@drc-eng.com

Tel No/Email



WET STAMP & DATE

QUANTITY ESTIMATE FOR PUBLIC IMPROVEMENT MARCH 2018

Project #: PWGR 2019-0005 DWG # 19-005P

Location: 380 N. McKinley Street, Corona

<i>Item</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Quantity</i>	<i>Cost</i>
Sanitary Sewer				
PVC, 4"	LF	\$24.00	25	\$ 600.00
VCP, 6"	LF	\$37.00	40	\$ 1,480.00
Sewer Cleanout	EA	\$1,060.00	5	\$ 5,300.00
Flat Wye	EA	\$1,170.00	5	\$ 5,850.00
Remove Existing Sewer	LF	\$20.00	40	\$ 800.00
SUBTOTAL				\$ 14,030.00
Water				
1" Irrigation Line	LF	\$10.00	120	\$ 1,200.00
1" Irrigation Water Meter	EA	\$1,050.00	1	\$ 1,050.00
1" Backflow Preventer	EA	\$3,000.00	1	\$ 3,000.00
PVC, 8"	LF	\$41.00	10	\$ 410.00
2" Domestic Water Line	LF	\$14.00	20	\$ 280.00
2-1/2" Domestic Water Line	LF	\$18.00	10	\$ 180.00
Concrete Thrust Block	EA	\$800.00	1	\$ 800.00
2" Reduce Pressure Device	EA	\$4,500.00	1	\$ 4,500.00
8" Double Check Detector Assembly	EA	\$14,750.00	1	\$ 14,750.00
Remove Existing PIV	EA	\$500.00	1	\$ 500.00
Remove Existing RP Device	EA	\$400.00	1	\$ 400.00
Remove Existing Irrigation Line	LF	\$5.00	60	\$ 300.00
Remove Existing ICV	EA	\$150.00	1	\$ 150.00
Connect to Existing Water	EA	\$750.00	1	\$ 750.00
SUBTOTAL				\$ 28,270.00
TOTAL COST				\$ 42,300.00

PREPARED BY:

Greg Cooke

DRC Engineering, Inc.

Company

(714) 685-6860 / gcooke@drc-eng.com

Tel No/Email

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 Orange

On May 2, 2019
Date

before me, Jaclyn A Hodge, Notary Public
Here Insert Name and Title of the Officer

personally appeared

Christopher Simms
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

[Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Agreement for Public Improvements

Document Date: May 2, 2019 Number of Pages: 5

Signer(s) Other Than Named Above: Robert Linder

Capacity(ies) Claimed by Signer(s)

Signer's Name: Christopher Simms

☒ Corporate Officer – Title(s): CEO

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: Lazy Dog Restaurants

Signer's Name: Robert Linder

☐ Corporate Officer – Title(s): CFO

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: Lazy Dog Restaurants

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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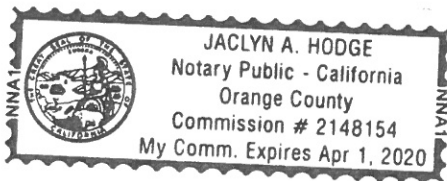
State of California

County of Orange

On May 2, 2019 before me, Jaclyn A. Hodge, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert Linder
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.



Place Notary Seal and/or Stamp Above

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 Jaclyn A. Hodge
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: Agreement of Public Improvements

Document Date: May 2, 2019 Number of Pages: 5

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Signer's Name: Robert Linder

☒ Corporate Officer – Title(s): CFO

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: Lazy Dog Restaurants

Signer's Name: Christopher Simms

☒ Corporate Officer – Title(s): CEO

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: Lazy Dog Restaurants



Cash Register Receipt

City of Corona

Receipt Number
R14453

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWGR2019-0005 Address: 380 N. MCKINLEY ST APN:			
FAITHFUL PERFORMANCE BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$55,100.00
TOTAL FEES PAID BY RECEIPT:R14453			\$55,100.00

Date Paid: Tuesday, May 07, 2019

Paid By: DEWAYNE MITCHELL

Cashier: MLE2

Pay Method: CREDIT CARD 242662989



Cash Register Receipt

City of Corona

Receipt Number
R14454

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWGR2019-0005 Address: 380 N. MCKINLEY ST APN:			
LABOR & MATERIAL BOND – PUBLIC IMPROVEMENTS	11000000 22002	ORIGINAL	\$27,500.00
TOTAL FEES PAID BY RECEIPT:R14454			\$27,500.00

Date Paid: Tuesday, May 07, 2019

Paid By: DEWAYNE MITCHELL

Cashier: MLE2

Pay Method: CREDIT CARD 242662989

**AGREEMENT FOR PRECISE GRADING, EROSION CONTROL, AND DRAINAGE
IMPROVEMENTS FOR 380 NORTH MCKINLEY STREET – (LAZY DOG)
DWG. # 19-005P – (PWGR2019-0005)**

This Agreement is entered into as of this **5th day of June, 2019**, by and between the **City of Corona**, a municipal corporation (hereinafter referred to as "City") and **Lazy Dog Restaurants, LLC, a Delaware Corporation**, with its principal offices located at, **3337 Susan St., Suite 100, Costa Mesa, CA 92626**, (hereinafter referred to as "Developer").

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **380 North McKinley Street** (hereinafter referred to as "Project") has submitted to the City for its approval grading, erosion control and drainage plans (hereinafter referred to as "Plans") completed in accordance with Chapter 15.36 of the City of Corona Municipal Code or as required by conditions of approval for Project. Developer desires to commence grading, erosion control and drainage improvements an estimate of which is listed in "Exhibit A" attached hereto and made a part hereof (hereinafter referred to as the "Grading Work") The Grading Work listed in Exhibit "A" is understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and completed as shown on approved Plans. If during the course of Grading Work it is determined that alterations from the approved Plans are necessary, the Developer shall undertake such design and construction changes as may be reasonably required by City at Developers own expense.

SECOND: Developer and City desire to enter into this Agreement for the completion of the Grading Work and the furnishing of security for the performance of this Agreement in accordance with the City Ordinances and the conditions of approval for Project.

THIRD: Upon the execution of this Agreement, Developer shall provide City with a surety bond in the amount of **Ninety-Four Thousand Nine Hundred Dollars and No Cents (\$94,900.00)** to guarantee the faithful performance of all of the provisions of this Agreement. The surety shall have a current A.M. Best's rating of no less than "A", shall be licensed to do business in California, and shall be satisfactory to the City. Upon request of the City, the amount of the bond shall be subject to adjustment at the sole and absolute discretion of the City if the estimated cost of the Grading Work changes. As part of the obligation secured by the surety and in addition to the face amount of the bond, the surety shall also secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. These expenses, fees and costs shall be taxed as costs and included in any judgment rendered. The surety stipulates and agrees that no change, extension of time, alteration or addition to the terms of this Agreement, the Grading Work, or the plans shall in any way affect its obligation on the bond. In addition, the surety waives notice of any change, extension of time, alteration or addition to the terms of this Agreement, the Grading Work, or the plans.

FOURTH: Developer shall complete or have completed at its own cost and expense all Grading Work and other associated improvements required by the City as part of the approval of Project within 18 months from the date of this agreement. The City may, either before or after the expiration of the time provided herein and in its sole and absolute discretion, provide Developer with additional time within which to complete the Grading Work and Improvements. It is understood that by providing security for this Agreement, Developer's surety consents in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). The granting of an extension of time by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppels, statutes of limitations, and other

limitations of action in any action or proceeding filed by City following the date on which the Grading Work was to have been completed hereunder.

FIFTH: Developer and its contractors, if any, shall perform all work necessary to complete the Grading Work under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally 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 of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

SIXTH: If Grading Work or construction of any Improvements has commenced prior to execution of this Agreement, Developer shall warranty that the Grading Work and Improvements is in compliance with the approved Plans and with this Agreement. If found not to be in compliance with the approved Plans or this Agreement, Developer shall remove and repair at Developers sole expense such Grading Work and Improvements to the satisfaction of the City.

SEVENTH: Upon default of any obligation hereunder, and at any time after any such default, City may make written demand upon Developer or its surety, or both, to immediately remedy the default or complete the Grading Work and Improvements. If the required work is not substantially commenced within ten (10) days of such demand, or if it is not thereafter diligently prosecuted to a completion acceptable to City within the time frame contained in the demand, City may then complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required. All such work or remedial activity shall be at the sole and absolute expense and obligation of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the required Grading Work and Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to permit adequate coordination by City.

EIGHTH: City shall not be responsible or liable for the maintenance or care of any Grading Work or Improvements. Developer shall maintain all of the Grading Work and Improvements in a state of good repair until they are completed by Developer and approved by City, and until the security for the performance of this Agreement is released. If Developer fails to properly maintain the Grading Work and Improvements, City may do all necessary work and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Grading Work and Improvements or their condition. Developer shall be responsible for maintaining all Grading Work and Improvements including onsite drainage improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement for a period of one (1) year following completion of the work and acceptance by City. Upon completion of any public drainage improvements by Developer and approval and acceptance by City, twenty-five percent (25%) of the original face value of the surety shall continue in full force and effect for the purpose of guaranteeing repair of defective workmanship and materials of the Improvements for the one (1) year period.

NINTH: Developer agrees that any and all Grading Work done or to be done in conjunction with the Project shall conform to all state and local laws, ordinances, regulations and other requirements, including City's Grading Ordinance. In order to prevent damage to Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the above time schedule and prior to City's approval and release of surety. If City determines that there is a violation of applicable federal, state or local laws, ordinances, regulations or other requirements, or the terms and conditions of this Agreement, it may issue a cease and desist order. Developer hereby acknowledges irreparable harm and injury to City for the purposes of an application by City to the courts for a restraining order hereunder.

TENTH: Developer and its surety shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Developer, its officers, employees or agents arising out of or in connection with Developer's performance of this Agreement, including without limitation the payment of attorneys' fees. Further, Developer and its surety shall defend at their own expense, including attorneys' fees, City, its officials, officers, employees, and agents in any legal action based upon such acts, omissions or willful misconduct

ELEVENTH: If Developer fails to complete all or any part of the Grading Work required by this Agreement within the time set forth herein, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

TWELVETH: Developer shall procure and maintain, and shall require its contractors to procure and maintain, for the duration of this Agreement, insurance of the types and in the amounts and in a form and from insurers satisfactory to the City. Developer and its contractors shall furnish the City with original certificates of insurance and endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City. All certificates and endorsements must be received and approved by the City before work pursuant to this Agreement can begin. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

THIRTEENTH: Should either party bring a legal action for the purpose of protecting or enforcing its rights and obligations under this Agreement, the prevailing party shall be entitled, in addition to other relief, to the recovery of its attorney's fees, expenses and costs of suit.

FOURTEENTH: All notices to be given hereunder shall be in writing and may be made either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the parties listed at the addresses listed below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

CITY:

City of Corona
Public Works Dept.
400 South Vicentia Avenue
Corona, CA 92882

DEVELOPER:


Lazy Dog Restaurants, LLC
3337 Susan St., Suite 100
Costa Mesa, CA 92626

FIFTHTEENTH: This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, written or oral, express or implied. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

SIXTEENTH: This Agreement shall be binding on the successors and assigns of the parties

**Lazy Dog Restaurants, LLC,
a Delaware Corporation**

By: 
Signature
Christopher Simms
Print Name
CEO
Title

By: 
Signature
Robert Linder
Print Name
CFO
Title

ATTEST:

CITY CLERK
OF THE CITY OF CORONA

CITY OF CORONA

By: _____
(City Clerk)

By: _____
(Mayor)

(SEAL)

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED AND ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; COPIES - DEVELOPER AND PUBLIC WORKS PROJECT FILE

EXHIBIT "A"
LIST OF GRADING WORK

(Engineer's Cost Estimate Attached)

Quantity of Grading	\$94,900.00
Erosion Control	\$11,900.00

BOND ESTIMATE SHEET

(Use for Grading Work, Erosion Control, or Survey & Monumentation Bond Only)

Project: Lazy Dog
 Location: 380 N. McKinley
 DWG No: #19-005P

	<u>Construction Cost</u> (See Note 1)	<u>Bond Estimate</u> (Round up to nearest \$100)
1 GRADING SECURITY		
(a) Grading Work, see Note 2	<u>\$197,376</u>	<u>\$ 59,300</u>
(b) Erosion Control, See Note 3	<u>\$47,458.75</u>	<u>\$ 11,900</u>
TOTAL GRADING BOND ESTIMATE (See Notes 2, 4, & 6)		<u>\$ 94,900</u>
EROSION CONTROL CASH BOND (See Note 5)		<u>\$ 11,900</u>
2 SURVEY & MONUMENTATION BOND		
Attach Engineer's or PLS letter of Monumentation Cost, signed & stamped by the Engineer or PLS. (Bond at 100%)	<u>N/A</u>	

NOTES:

1. All construction cost estimates should be attached to this form
2. Grading Bond Estimate shall be calculated at 30% of the grading construction cost, but not less than \$2500
3. Security for erosion control shall be 100% of the erosion control cost, but not less than \$2500
For Erosion Control cost exceeding \$2500, a minimum of 25% shall be in cash and not less than \$2500; the remainder may be added to the grading bond.
4. A maximum of 75% of the erosion control cost *may* be added to the grading bond, when applicable
5. A minimum of 25% of the erosion control cost shall be posted in cash, but not less than \$2500
6. Sum of 30% of 1(a) & 75% max of 1(b), *only when applicable per above*.
7. City staff shall review all estimates and may change the amount of the engineer's estimated bonds. No arrangements for bonds or fees should be made until you receive the City's completed Bond and Fee Letter.
8. **A current title report shall be submitted for bonding purposes.**

PREPARED BY:

Gregory Cooke

Engineer's Name & SignatureDRC Engineering Inc.

Company

714-685-6860/ gcooke@drc-eng.com

Tel No/Email

**WET STAMP & DATE**

QUANTITY ESTIMATE FOR GRADING MARCH 2018

Project #: PWGR 2019-0005 DWG # 19-005P

Location: 380 N. McKinley Street, Corona

<i>Item</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Quantity</i>	<i>Cost</i>
Grading Improvements - Concrete and Drainage Facilities				
Curb, 0"	LF	\$ 25.00	5	\$ 125.00
Curb, 4"	LF	\$ 25.00	20	\$ 500.00
Curb, 6"	LF	\$ 25.00	70	\$ 1,750.00
Curb Transition	LF	\$ 25.00	60	\$ 1,500.00
Grate Inlet, 12"x12"	EA	\$ 500.00	1	\$ 500.00
Landscape Area Drains	EA	\$ 500.00	6	\$ 3,000.00
Accessible Ramp	EA	\$ 2,500.00	1	\$ 2,500.00
Sawcut Existing Pavement	LF	\$ 2.00	250	\$ 500.00
AC, 3"	TON	\$ 75.00	50	\$ 3,750.00
AB, 4"	CY	\$ 55.00	500	\$ 27,500.00
AB, 6"	CY	\$ 55.00	625	\$ 34,375.00
PCC, 6"	SF	\$ 15.00	950	\$ 14,250.00
Full Depth AC	TON	\$ 75.00	30	\$ 2,250.00
0.2' Grind and Overlay	SF	\$ 2.15	340	\$ 731.00
V-Gutter	SF	\$ 10.00	110	\$ 1,100.00
Earthwork (Cut & Fill)	CY	\$ 3.00	135	\$ 405.00
			SUBTOTAL	\$ 94,736.00
Erosion Control				
Soil Binders	SF	\$1.25	11,415	\$ 14,268.75
Fiber Rolls	LF	\$15.00	640	\$ 9,600.00
Street Sweeping	EA	\$1,500.00	1	\$ 1,500.00
Gravel Bag	LF	\$15.00	640	\$ 9,600.00
Inlet Protection	EA	\$800.00	8	\$ 6,400.00
Stockpile management	EA	\$640.00	1	\$ 640.00
Spill prevention	EA	\$450.00	1	\$ 450.00
Waste Management	EA	\$500.00	1	\$ 500.00
Sanitary Waste	EA	\$1,200.00	1	\$ 1,200.00
SD Signs	EA	\$550.00	6	\$ 3,300.00
			SUBTOTAL	\$ 47,458.75
Storm Drain				
PVC, 4"	LF	\$20.00	30	\$ 600.00
PVC, 6"	LF	\$25.00	110	\$ 2,750.00
PVC, 8"	LF	\$30.00	420	\$ 12,600.00
PVC, 12"	LF	\$40.00	440	\$ 17,600.00
HDPE, 18"	LF	\$50.00	480	\$ 24,000.00

QUANTITY ESTIMATE FOR GRADING MARCH 2018

Project #: PWGR 2019-0005 DWG # 19-005P

Location: 380 N. McKinley Street, Corona

<i>Item</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Quantity</i>	<i>Cost</i>
PVC Fitting	EA	\$50.00	15	\$ 750.00
PVC Reducer	EA	\$50.00	2	\$ 100.00
Storm Drain Cleanout	EA	\$1,060.00	4	\$ 4,240.00
Modular Wetland System	EA	\$40,000.00	1	\$ 40,000.00
SUBTOTAL				\$ 102,640.00
TOTAL COST				\$ 244,834.75

PREPARED BY:

Greg Cooke

DRC Engineering, Inc.

Company

(714) 685-6860 / gcooke@drc-eng.com

Tel No/Email

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.

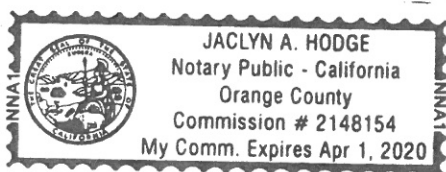
State of California

County of Orange

On May 2, 2019 before me, Jaclyn A. Hodge, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Christopher Simms
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

[Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Agreement for Precise Grading, Erosion Control + Drainage

Document Date: May 2, 2019 Number of Pages: 5

Signer(s) Other Than Named Above: Robert Linder

Capacity(ies) Claimed by Signer(s)

Signer's Name: Christopher Simms

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

Signer is Representing: Lazy Dog Restaurants

Signer's Name: Robert Linder

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

Signer is Representing: Lazy Dog Restaurants

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.

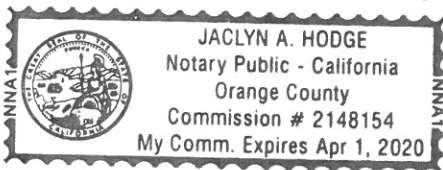
State of California

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On May 2, 2019 before me, Jaclyn Hodge, Notary Public
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personally appeared Robert Linder
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 [Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Agreement of Precise grading, Erosion Control + Drainage

Document Date: May 2, 2019 Number of Pages: 5

Signer(s) Other Than Named Above: Christopher Simms

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Linder

☒ Corporate Officer – Title(s): CFO

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: Lazy Dog Restaurants

Signer's Name: Christopher Simms

☒ Corporate Officer – Title(s): CEO

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: Lazy Dog Restaurants



Cash Register Receipt

City of Corona

Receipt Number
R14452

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWGR2019-0005 Address: 380 N. MCKINLEY ST APN:			
FAITHFUL PERFORMANCE BOND – GRADING	11000000 22002	ORIGINAL	\$94,900.00
TOTAL FEES PAID BY RECEIPT:R14452			\$94,900.00

Date Paid: Tuesday, May 07, 2019

Paid By: DEWAYNE MITCHELL

Cashier: MLE2

Pay Method: CREDIT CARD 242662761



Cash Register Receipt

City of Corona

Receipt Number
R14451

DESCRIPTION	ACCOUNT	STATUS	PAID
ProjectTRAK			
PWGR2019-0005 Address: 380 N. MCKINLEY ST APN:			
EROSION CONTROL BOND	11000000 22002	ORIGINAL	\$11,900.00
TOTAL FEES PAID BY RECEIPT:R14451			\$11,900.00

Date Paid: Tuesday, May 07, 2019

Paid By: DEWAYNE MITCHELL

Cashier: MLE2

Pay Method: CREDIT CARD 242662466