CITY COUNCIL CLOSED & REGULAR SESSION

550 E. Sixth Street, Beaumont, CA

Tuesday, October 04, 2022
Closed Session: 5:00 PM | Regular Meeting: 6:00 PM

Materials related to an item on this agenda submitted to the City Council after distribution of the agenda packets are available for public inspection in the City Clerk's office at 550 E. 6th Street during normal business hours.

AGENDA

MEETING PARTICIPATION NOTICE

This meeting will be conducted utilizing teleconference communications and will be recorded for live streaming as well as open to public attendance subject to social distancing and applicable health orders. All City of Beaumont public meetings will be available via live streaming and made available on the City's official YouTube webpage. Please use the following link during the meeting for live stream access.

beaumontca.gov/livestream

Public comments will be accepted using the following options.

1. Written comments will be accepted via email and will be read aloud during the corresponding item of the meeting. Public comments shall not exceed three (3) minutes unless otherwise authorized by City Council. Comments can be submitted anytime prior to the meeting as well as during the meeting up until the end of the corresponding item. Please submit your comments to: **nicolew@beaumontca.gov**

2. Phone-in comments will be accepted by joining a conference line prior to the corresponding item of the meeting. Public comments shall not exceed three (3) minutes unless otherwise authorized by City Council. Please use the following phone number to join the call **(951) 922 - 4845.**

3. In person comments subject to the adherence of the applicable health orders and social distancing requirements.

In compliance with the American Disabilities Act, if you require special assistance to participate in this meeting, please contact the City Clerk's office using the above email or call **(951) 572 - 3196**. Notification 48 hours prior to a meeting will ensure the best reasonable accommodation arrangements.

CLOSED SESSION - 5:00 PM

A Closed Session of the City Council / Beaumont Financing Authority / Beaumont Utility Authority / Beaumont Successor Agency (formerly RDA)/Beaumont Parking Authority / Beaumont Public Improvement Authority may be held in accordance with state law which may include, but is not limited to, the following types of items: personnel matters, labor negotiations, security matters, providing instructions to real property negotiators and conference with legal counsel regarding pending litigation. Any public comment on Closed Session items will be taken prior to the Closed Session. Any required announcements or discussion of Closed Session items or actions following the Closed Session with be made in the City Council Chambers.

CALL TO ORDER

Mayor White, Mayor Pro Tem Martinez, Council Member Fenn, Council Member Santos, Council Member Lara

Public Comments Regarding Closed Session

1. **Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8**
   Property: North and South Side of E. Fourth Street, East of Beaumont Avenue, Beaumont, CA 92223 Assessor Parcel Numbers:418-190-004 (a portion of), 418-190-005 (a portion of), 418-190-006 and 007, 418-140-028 and 029 Agency Negotiator: City Manager or Her Designee. Negotiating Parties: City of Beaumont as Potential Seller and 5th Street Development, LLC and Basraon, LLC as Potential Buyer. Under Negotiation: Price and Terms of Payment.
2. **Conference with Legal Counsel Regarding Existing Litigation Pursuant to Government Code Section 54956.9(d)(1). One case: Western Riverside Council of Governments v. National Union Fire Insurance Association of Pittsburg (Case Number EDCV 20-2164-GW-KKx)**
3. **Conference with Legal Counsel Regarding Existing Litigation Pursuant to Government Code Section 54956.9(d)(1): In the Matter of the Appeal of Membership Determination of James J. Gregg & City of Beaumont, OAH No. 201807055.1**
4. **Conference with Legal Counsel – Anticipated Litigation: Potential Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4) - One Potential Case**

Adjourn to Regular Session

REGULAR SESSION - 6:00 PM

CALL TO ORDER

Mayor White, Mayor Pro Tem Martinez, Council Member Fenn, Council Member Santos, Council Member Lara

Report out from Closed Session
Action on any Closed Session Items
Action of any Requests for Excused Absence
Pledge of Allegiance
Invocation

Adjustments to the Agenda
Conflict of Interest Disclosure

ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

Any one person may address the City Council on any matter not on this agenda. If you wish to speak, please fill out a "Public Comment Form" provided at the back table and give it to the City Clerk. There is a three (3) minute time limit on public comments. There will be no sharing or passing of time to another person. State Law prohibits the City Council from discussing or taking actions brought up by your comments.

CONSENT CALENDAR

Items on the consent calendar are taken as one action item unless an item is pulled for further discussion here or at the end of action items. Approval of all Ordinances and Resolutions to be read by title only.

1. Approval of Minutes

Recommended Action:

Approve Minutes dated September 20, 2022.

2. Ratification of Warrants

Recommended Action:

Ratify Warrants dated:
September 12, 2022
September 20, 2022

3. Accept Public Improvements and Exonerate Maintenance Bond

Recommended Action:

Accept the public improvements, authorize the Mayor to sign the Certificate of Acceptance, and authorize staff to issue a bond exoneration letter for maintenance bonds for (Project / Bond Number / Improvement):

- Tract Map No. 31469-1 / 929568702-M / Street
- Tract Map No. 37426 / 0216989/ Sewer

4. Approve Amendment No. 3 to the TMDL Task Force Agreement

Recommended Action:

Approve Amendment No. 3 to the TMDL Task Force agreement.

5. One Year Extension of the Interagency Service Agreement between the City of Banning and the City of Beaumont to Provide Coordinated Transit Services

Recommended Action:

Approve the Interagency Service Agreement between the City of Banning and the City of Beaumont and authorize the Mayor to execute on behalf of the City.

6. Exonerate Survey Monument Bond

Recommended Action:

Authorize staff to issue a bond exoneration letter for monument bonds for (Project / Bond Number):

- Tract Map No. 27971-4 / 1155911
- Tract Map No. 27971-6 / 1155913
- Tract Map No. 27971-8 / 1155914

7. Accept Security Agreement and Performance and Payment Bonds

Recommended Action:

Accept Security Agreement and Performance and Payment Bonds for (Project / Bond number / Improvement):

Curry's Mobile Home Park / 72482534 / Sewer

Fairway Canyon Lift Station / 354071 / Lift Station

8. Second Reading and Adoption of the 6th Cycle Housing Element Update (2021-2029), an Addendum to the General Plan Program Environmental Impact Report (PEIR), a Focused Update to the Safety Element of the General Plan, Amendments to the Land Use Element of the General Plan as Required for Consistency with the Updated Housing Element, Zone Changes Required to Implement the Housing Element and Adoption of an Accessory Dwelling Unit Ordinance

Recommended Action:

Waive the full second reading and adopt by title only, "An Ordinance of the City of Beaumont, California, Amending Chapter 17 'Zoning' of the Beaumont Municipal Code for Implementation of the State Mandated Housing Element Update;"

Waive the full second reading and adopt by title only, "An Ordinance of the City Council of the City of Beaumont, California, Adding Chapter 17.15 'Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs)' to the Beaumont Municipal Code."

9. FY2022-23 August Budget Update and Financial Status Report

Recommended Action:

Receive and file report.

10. Approval for Purchase of Tyler Accounts Receivable Module

Recommended Action:

Approve the attached contract amendment with Tyler Technologies, including the one-time implementation costs of $20,230 and ongoing annual maintenance costs of $7,425.

11. Adoption of a Policy on Land Use and Sensitive Receptors (PLUS)

Recommended Action:

Confirm adoption of the policy and direct staff to begin implementation.

12. Consider Adopting a Resolution Waiving the Facility Use and Staff Fees at the Albert A. Chatigny Sr. Community Recreation Center (CRC) for Beaumont-Cherry Valley Rotary Club Weekly Meetings

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of the City of Beaumont Authorizing the Waiver of a multi-date Facility Use Fee at the Albert A.

Chatigny Sr. Community Recreation Center (CRC) for Beaumont Cherry Valley Rotary Club."

13. **Consider Adopting a Resolution Waiving the Facility Use and Staff Fees at the Albert A. Chatigny Sr. Community Recreation Center (CRC) for Beaumont-Cherry Valley Rotary Club Senior Thanksgiving Dinner**

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of the City of Beaumont Authorizing the Waiver of a One-Time Facility Use Fee at the Albert A. Chatigny Sr. Community Recreation Center (CRC) for Beaumont Cherry Valley Rotary Club."

14. **PLAN2022-0859 Automobile for Hire Application for Non-Emergency Medical Transportation Services - AMR Transportation, Inc.**

Recommended Action:

Approve the application for AMR Transportation, Inc. for non-emergency medical transportation.

PUBLIC HEARINGS

Approval of all Ordinances and Resolutions to be read by title only.

15. **Tentative Tract Map No. 32850 Modification to Conditions (TM2022-0009), Conduct a Public Hearing and Consideration of a Request to Amend the Conditions of Approval for Tentative Tract Map No. 32850 That Proposes to Subdivide 29.32 Acres into 95 Single-Family Residential Lots in the Residential Single-Family Zone on the West Side of Manzanita Park Road and South of Brownie Way**

Recommended Action:

Hold a Public Hearing;
Approve the modifications to the conditions of approval for Tentative Tract Map No. 32850; or
To further modify the conditions of approval for Tentative Tract Map No. 32580; or
To deny the modifications to the conditions of approval for Tentative Tract Map No. 32850.

ACTION ITEMS

Approval of all Ordinances and Resolutions to be read by title only.

16. **Presentation of Tesla Commercial Energy Battery Energy Storage System for Emergency Backup and Peak Shaving**

Recommended Action:

Receive and file this report.

17. **Community Facilities District Program Update Regarding the Defeasance of the 1994 Local Agency Revenue Bonds, Series A and Series B**

Recommended Action:

Receive and file report.

18. Retail Market Analysis Update

Recommended Action:

Receive and file the report.

19. Authorize Changes to Position Allocation

Recommended Action:

Approve the elimination of one Customer Service Coordinator position, position number CSC PW 01.

Approve the additional Engineering Development Technician, position number EDT02.

20. Authorize the Purchase of Motorola Equipment and System Integration Services for Dispatch Console Migration

Recommended Action:

Authorize the Mayor to execute the Communications System and Services Agreement and the Motorola Software License Agreement in the amount of $149,477 for System Integration Services and $149,300 for technical support and software upgrades.

21. First Amendment to the Professional Services Agreement with Mark Thomas for Engineering Services and Grant Assistance

Recommended Action:

Approve the First Amendment to the Professional Services Agreement with Mark Thomas in an amount not to exceed $45,000 for additional Engineering Services and Grant Assistance.

22. Award a Contract to T.R. Holliman & Associates to Provide Recycled Water Implementation Services

Recommended Action:

Award a Contract to T.R. Holliman & Associates in an amount not-to-exceed $149,600 to Provide Recycled Water Implementation Services and authorize the City Manager to approve any changes orders necessary up to $172,000.

23. Discussion on Cancelling the Regular City Council Meeting Scheduled for January 3, 2023

Recommended Action:

Discussion and direction to cancel the regular City Council meeting of January 3, 2023.

LEGISLATIVE UPDATES AND DISCUSSION

ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee Report Out and City Council Direction

CITY TREASURER REPORT
Finance and Audit Committee Report Out and City Council Direction

CITY CLERK REPORT

CITY ATTORNEY REPORT

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

COUNCIL REPORTS
- **Lara**
- **Santos**
- **Fenn**
- **Martinez**
- **White**

ADJOURNMENT

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, October 18, 2022, at 5:00 p.m., unless otherwise posted.

CITY COUNCIL CLOSED & REGULAR SESSION

550 E. Sixth Street, Beaumont, CA

Tuesday, September 20, 2022
Closed Session: 5:00 PM | Regular Meeting: 6:00 PM

Materials related to an item on this agenda submitted to the City Council after distribution of the agenda packets are available for public inspection in the City Clerk's office at 550 E. 6th Street during normal business hours

MINUTES

CLOSED SESSION - 5:30 PM

A Closed Session of the City Council / Beaumont Financing Authority / Beaumont Utility Authority / Beaumont Successor Agency (formerly RDA)/Beaumont Parking Authority / Beaumont Public Improvement Authority may be held in accordance with state law which may include, but is not limited to, the following types of items: personnel matters, labor negotiations, security matters, providing instructions to real property negotiators and conference with legal counsel regarding pending litigation. Any public comment on Closed Session items will be taken prior to the Closed Session. Any required announcements or discussion of Closed Session items or actions following the Closed Session with be made in the City Council Chambers.

CALL TO ORDER at 5:32 p.m.

Present: Mayor White, Mayor Pro Tem Martinez, Council Member Santos, Council Member Lara
Absent: Council Member Fenn

Public Comments Regarding Closed Session
None

1. Conference with Legal Counsel Regarding Existing Litigation Pursuant to Government Code Section 54956.9(d)(1): I.S. v City of Beaumont et.al. Case No. CVRI2203100

   Motion by Mayor White
   Second by Council Member Lara

   To authorize the City Attorney's office to defend the case.

   Approved by 4-0 vote.
   Absent: Fenn

REGULAR SESSION - 6:00 PM

CALL TO ORDER at 6:02 p.m.

Present: Mayor White, Mayor Pro Tem Martinez, Council Member Santos, Council Member Lara
Absent: Council Member Fenn

Report out from Closed Session: ***see above***
Action on any Closed Session Items: ***see above***
Action of any Requests for Excused Absence: **Council Member Fenn**
Pledge of Allegiance
Invocation
Adjustments to the Agenda: **None**
Conflict of Interest Disclosure: **None**

ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)
No comments.

CONSENT CALENDAR
Items on the consent calendar are taken as one action item unless an item is pulled for further discussion here or at the end of action items. Approval of all Ordinances and Resolutions to be read by title only.

1. Approval of Minutes

   Recommended Action:

   Approve Minutes dated September 6, 2022.

2. Ratification of Warrants

   Recommended Action:

   Ratify Warrants dated:
   August 30, 2022
   September 7, 2022

3. Adopt Resolution Authorizing Submittal of Application(s) for All CalRecycle Grants for which the City of Beaumont is Eligible

   Recommended Action:
   Waive the full reading and adopt by title only, "Resolution of the City of Beaumont City Council Authorizing Submittal of Application(s) for all Calrecycle Grants for Which the City of Beaumont is Eligible."

4. Ratification of SmartCovers Contract

Recommended Action:
Ratify the three-year contract for SmartCovers totaling $59,995.20.

5. Consideration of Re-Ratification of Local Emergency and Re-Authorizing the Use of Teleconferencing to Conduct Public Meetings

Recommended Action:
Waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont Proclaiming a Local Emergency Persists, Re-Ratifying the Proclamation of a State of Emergency by Executive Order N-09-21, and Re-Authorizing Remote Teleconference Meetings of the Legislative Bodies of the City of Beaumont for the Period of September 20, 2022, through October 18, 2022, Pursuant to Provisions of the Ralph M. Brown Act."

Motion by Council Member Santos
Second by Council Member Lara

To approve the Consent Calendar.

Approved by a 4-0 vote
Absent: Fenn

ACTION ITEMS

Approval of all Ordinances and Resolutions to be read by title only.

6. Presentation of Sports Park Turf Reduction Study and Discussion of Future Sports Park Improvement Project

Public Comments:
D. Dobbins - *Expressed concerns with the uneven fields and the difficulty to maneuver.*
C. Call - *Expressed concerns with the need to prioritize the improvements to the Sports Park.*
D. Jaggers - *Supports the proposal to reduce turf and turf replacement and maximize the water supply.*
A. Olvera - *Recommends option 3 because of the current usage of the space and expressed the electrical concerns with the snack bar.*
K. Heitritter - *Thanked staff and Council for discussion the need to improve the sports park and expressed the need to make improvements.*
S. Bedolla - *Expressed concerns with the dangerous playing field.*
J. Hargreaves - *Shared that the football league uses and maintains the snack bar and expressed concerns with the uneven turf.*
R. Marquez - *Expressed concerns with the uneven turf and the need of additional lights and does not want the elimination of any field area.*
D. Castaldo - *Shared ideas for gopher control and stated that kids should be in the parks and*

outside.

City Council discussed options to design the turf and artificial turf options and gave direction to staff to explore options and costs and bring back.

7. Cost of Services Study

Lost connectivity of the teleconferencing platform and jumped to Item 9 until connectivity was back.

Direction to schedule a workshop to discuss each cost of services and suggested fees.

PUBLIC HEARINGS

Approval of all Ordinances and Resolutions to be read by title only.

8. Public Hearing and Consideration of the Sixth Cycle Housing Element Update (2021-2029), an Addendum to the General Plan Program Environmental Impact Report (PEIR), a Focused Update to the Safety Element of the General Plan, Amendments to the Land Use Element of the General Plan as Required for Consistency with the Updated Housing Element, Zone Changes Required to Implement the Housing Element and Adoption of an Accessory Dwelling Unit Ordinance

Public Hearing opened at 9:52 p.m.
C. Brozowski - Expressed concerns with the update and accused the City of a flawed update to meet state requirements.
Public Hearing closed at 9:58 p.m.

Motion by Mayor White
Second by Council Member Lara

Adopt an Addendum to the General Plan Program Environmental Impact Report (PEIR);

Adopt the updated Housing Element;

Waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont, California, Certifying an Addendum to the General Plan EIR and Adopting the 2021-2029 Housing Element of the General Plan;"

Adopt the updated Safety Element;

Adopt the Land Use Element amendments;

Waive the full reading and adopt by title only, "A Resolution of the City Council of Beaumont, California, Adopting Amendments to the Safety Element and the Land Use Element of the General Plan as Part of the 2021-2029 Housing Element Update;"

Adopt the associated Zoning Code Amendments;

Waive the full reading and approve the first reading by title only, "An Ordinance of the City of Beaumont, California, Amending Chapter 17 'Zoning' of the Beaumont Municipal Code for Implementation of the State Mandated Housing Element Update;"

Waive the full reading and approve the first reading by title only, "An Ordinance of the City Council of the City of Beaumont, California, Adding Chapter 17.15 'Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs)' to the Beaumont Municipal Code;"

Adopt a General Plan Amendment to incorporate the updates to the Housing Element, Land Use Element, and Safety Element into the General Plan;

Adopt the addition of zoning overlays to allow higher density residential for parcels: 419-160-017, 419-160-019, 419-160-020, 419-170-031, 419-170-034, 419-170-035, 419-222-020, 419-222-021, 419-170-016, 419-170-017, 419-170-018, 419-170-022, 419-170-027, 419-160-005, 419-160-024, and 419-213-039, and establish minimum densities for parcels: 419-222-022, 419-222-019, 419-170-026, 418-123-007, 419-160-013.

Approved by a 4-0 vote
Absent: Fenn

ACTION ITEMS

Approval of all Ordinances and Resolutions to be read by title only.

9. Police Department Feasibility Update

   Direction to staff to schedule a workshop to discuss details of design and cost.

10. Information Regarding Summer Concert Series Costs

    Discuss and direction to staff to put an enhancement packet together and bring to the budget workshop.

11. Re-Appropriation of FY22 Unexpended Expenditures

    Motion by Mayor Pro Tem Martinez
    Second by Council Member Santos

    To approve the proposed re-appropriation of General Fund expenditures in the amount of $796,780,

    Approve the re-appropriation of Wastewater expenditures in the amount of $91,688, and

    Approve the proposed re-appropriation of Internal Service Fund expenditures in the amount of $550,743.

Approved by a 4-0 vote
Absent: Fenn

12. 2022 Municipal Election Update and Appointment Rescindment

Motion by Mayor White
Second by Council Member Lara

To rescind the appointments to the City Treasurer and City Clerk seats and continue the election process. Any appointment processes will be deferred until after the election on November 8, 2022.

Approved by a 4-0 vote
Absent: Fenn

13. Approval of City Attorney Invoices for the Month of August 2022

City Attorney Pinkney recused himself on the item as it involves his firm.

Motion by Mayor White
Second by Council Member Lara

To approve invoices in the amount of $80,839.03

Approved by a unanimous vote
Absent: Fenn

LEGISLATIVE UPDATES AND DISCUSSION

ECONOMIC DEVELOPMENT UPDATE
Economic Development Committee and staff participated in a Downtown Business meeting.

CITY TREASURER REPORT
Finance and Audit Committee report out.

CITY CLERK REPORT
No report.

CITY ATTORNEY REPORT
Update of current and pending lititgation.

CITY MANAGER REPORT

Gave a report out from the recent COmmunity Clean Up event.
Gave an update to the success of the new membranes installed at the Wastewater Treatment Plant.

14. Department Project Updates - August 2022

FUTURE AGENDA ITEMS
No requests

COUNCIL REPORTS
Lara - *Thanked Sue Foxworth and staff for the success of the Community Clean up. Thanked staff for the successful Station 106 Groundbreaking.*
Santos - *Attended the League of Ca Cities Conference. Thanked staff for the tree trimming and the fire station groundbreaking.*
Fenn - Absent.
Martinez - *Gave a report out from the League of Ca Cities Conference.*
White - *Attended the fire station groundbreaking and announced confirmation of a pipes band for Veteran's Day parade.*

ADJOURNMENT at 10:52 p.m.

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, October 4, 2022, at 5:00 p.m., unless otherwise posted.

Beaumont City Hall – Online **www.BeaumontCa.gov**

AGENDA ITEM NO.

BEAUMONT
CALIFORNIA

WARRANTS TO BE RATIFIED

Monday, September 12, 2022

Printed Checks	111275-111280	$	6,295.00	FY 22/23
NvoicePay	APA002204-APA002228	$	121,167.08	FY 21/22
ACH	631-633	$	48,197.95	
	A/P Total	$	127,462.08	
Bank Drafts	Global Payments	$	89.92	Chargeback

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2022 - JUNE 30, 2023

SIGNATURE: _____
TITLE: CITY TREASURER

SIGNATURE: _____
TITLE: FINANCE DIRECTOR

Check Report

City of Beaumont, CA

By Check Number

Date Range: 09/09/2022 - 09/13/2022

Check Report

Date Range: 09/09/202 022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-AP Bank						
2725	US BANK CORPORATE PAYMENT SYSTEMS	09/09/2022	EFT	0.00	33,190.63	633

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
24000972194502	Invoice	09/08/2022	222	0.00	16.16
	750-7000-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING	16.16	
24000972196511	Invoice	09/08/2022	222	0.00	16.16
	750-7000-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING	16.16	
24000972198514	Invoice	09/08/2022	HILTON GARDEN INN ALBUQUE	0.00	642.40
	750-7000-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING	642.40	
24000972198515	Invoice	09/08/2022	222	0.00	16.16
	750-7000-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING	16.16	
24011342193000	Invoice	09/08/2022	EVENT* APA CALIFORNIA	0.00	625.00
	100-1350-7066-0000	TRAVEL, EDUCATION, TRA	APA CA 2022 CONFERENCE REGI	625.00	
24011342193000	Invoice	09/08/2022	EVENT* APA CALIFORNIA	0.00	625.00
	100-1350-7066-0000	TRAVEL, EDUCATION, TRA	CA PLANNING CONFERENCE RE	625.00	
24011342200000	Invoice	09/08/2022	THE BANNING CHAMBER	0.00	25.63
	100-1200-7035-0000	LOCAL MEETINGS	BANNING CHAMBER BREAKFAS	25.63	
24011342201000	Invoice	09/08/2022	THE BANNING CHAMBER	0.00	25.63
	100-1350-7035-0000	LOCAL MEETINGS	BANNING CHAMBER BREAKFAS	25.63	
24011342210000	Invoice	09/08/2022	EVENT* CALNENA	0.00	250.00
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE	250.00	
24037242198900	Invoice	09/08/2022	LA TRATTORIA	0.00	25.60
	750-7000-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING	25.60	
24039642200207	Invoice	09/08/2022	NRPA OPERATING	0.00	625.00
	100-1550-7030-0000	DUES & SUBSCRIPTIONS	DUES FOR NRPA - STAFF	625.00	
24040832194900	Invoice	09/08/2022	JCS NEW YORK PIZZA DEPAR	0.00	8.25
	750-7000-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING	8.25	
24040832194900	Invoice	09/08/2022	JCS NEW YORK PIZZA DEPAR	0.00	24.81
	750-7000-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING	24.81	
24071052194939	Invoice	09/08/2022	RVSD SHERIFF BEN CLARK	0.00	271.92
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE	271.92	
24071052204939	Invoice	09/08/2022	RVSD SHERIFF BEN CLARK	0.00	291.49
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE	291.49	
24071052204939	Invoice	09/08/2022	RVSD SHERIFF BEN CLARK	0.00	291.49
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE	291.49	
24071052222939	Invoice	09/08/2022	RVSD SHERIFF BEN CLARK	0.00	143.17
	100-2030-7066-0000	TRAVEL, EDUCATION, TRA	PC832 COURSE REGISTRATION -	143.17	
24116412200091	Invoice	09/08/2022	FD *CA DMV 641	0.00	23.00
	700-4050-7022-0000	LICENSE, PERMITS, FEES	DMV TRAILER PLATES	23.00	
24116412200400	Invoice	09/08/2022	FD *CA DMV 641 *SVC	0.00	0.49
	700-4050-7022-0000	LICENSE, PERMITS, FEES	DMV TRAILER PLATES - CC FEE	0.49	
24121572216000	Invoice	09/08/2022	AUTHORIZE.NET	0.00	74.10
	100-1225-7052-0000	CREDIT CARD FEES	GATEWAY PAYMENT - CC PROCE	74.10	
24137462193500	Invoice	09/08/2022	STATERBROS173	0.00	5.38
	100-1200-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	5.38	
24137462193500	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	12.84
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	12.84	
24137462193500	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	52.75
	100-6000-7085-6025	BLDG MAINT - CITY HALL	BUILDING MAINTENANCE	52.75	
24137462196001	Invoice	09/08/2022	TRACTOR SUPPLY #2134	0.00	363.65
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES	363.65	
24137462196500	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	115.91

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	700-4050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		115.91	
24137462196500	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	28.32	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		28.32	
24137462196500	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	424.47	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		424.47	
24137462196500	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	17.77	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		17.77	
24137462197501	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	33.90	
	100-6000-7085-6060	BLDG MAINT- 713 W 4TH	BUILDING MAINTENANCE		33.90	
24137462199500	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	11.83	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		11.83	
24137462200200	Invoice	09/08/2022	AUTOZONE #2882	0.00	336.15	
	700-4050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		336.15	
24137462200500	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	4.30	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		4.30	
24137462200500	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	5.23	
	100-6000-7085-6027	BLDG MAINT - CITY HALL	BUILDING MAINTENANCE		5.23	
24137462200500	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	11.79	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		11.79	
24137462201500	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	22.81	
	700-4050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		22.81	
24137462201500	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	247.72	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		247.72	
24137462202500	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	17.86	
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		17.86	
24137462202500	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	16.79	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		16.79	
24137462202500	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	18.85	
	100-6050-7070-5150	SPEC DEPT EXP - MOUNT	DEPT SUPPLIES		18.85	
24137462202500	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	39.86	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		39.86	
24137462202500	Invoice	09/08/2022	STATERBROS086	0.00	63.55	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE		63.55	
24137462203500	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	19.38	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE		19.38	
24137462204500	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	44.79	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		44.79	
24137462204500	Invoice	09/08/2022	YUM YUM # 42H	0.00	64.97	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE		64.97	
24137462207500	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	28.95	
	100-6050-7070-5400	SPEC DEPT EXP - SPORTS	DEPT SUPPLIES		28.95	
24137462208500	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	156.18	
	100-6000-7070-6055	SPEC DEPT EXP- FIRE STAT	DEPT SUPPLIES		156.18	
24137462210500	Invoice	09/08/2022	STATERBROS086	0.00	98.50	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE		98.50	
24137462213500	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	66.90	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		66.90	
24137462215500	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	128.76	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		128.76	
24137462215500	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	128.76	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		128.76	
24137462215500	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	21.54	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		21.54	
24137462217500	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	29.08	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		29.08	
24137462217500	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	19.25	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		19.25	
24137462217500	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	21.13	
	100-6000-7085-5050	BLDG MAINT - DEFORGE	BUILDING MAINTENANCE		21.13	
24137462221500	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	12.16	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		12.16	
24137462221500	Invoice	09/08/2022	BEAUMONT DO IT BEST	0.00	27.92	
	750-7900-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		27.92	
24164072192491	Invoice	09/08/2022	APPLEBEES 793963379390	0.00	42.33	
	750-7000-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING		42.33	
24164072208069	Invoice	09/08/2022	FEDEX OFFICE 00000570	0.00	98.23	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE		98.23	
24204292192000	Invoice	09/08/2022	FACEBK VN4LFEFM52	0.00	140.68	
	100-1200-7020-0000	ADVERTISING	JOB FAIR ADVERTISING SOCIAL		140.68	
24204292211000	Invoice	09/08/2022	TESLA INC SUPERCHARGER	0.00	24.51	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		24.51	
24210732211091	Invoice	09/08/2022	UA.COM*888-727-6687 MD	0.00	258.51	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE		258.51	
24226382195400	Invoice	09/08/2022	WAL-MART #5156	0.00	43.45	
	100-1550-7040-0000	RECREATION PROGRAMS	SENIOR PROGRAM		43.45	
24226382214400	Invoice	09/08/2022	WAL-MART #5156	0.00	63.39	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE		63.39	
24231682202091	Invoice	09/08/2022	HARBOR FREIGHT TOOLS 837	0.00	91.58	
	760-0000-8040-0000	EQUIPMENT	VEHICLE MAINTENANCE		91.58	
24231682202837	Invoice	09/08/2022	CA TOXIC MAIN/US EPA FEE	0.00	45.00	
	750-7300-7053-0000	PERMITS, FEES AND LICE	HAZMAT FEE FOR SHOP		45.00	
24231682215091	Invoice	09/08/2022	HARBOR FREIGHT TOOLS 837	0.00	89.40	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		89.40	
24251382201030	Invoice	09/08/2022	BEAUMONT SAFE & LOCK	0.00	17.15	
	100-6000-7085-5400	BLDG MAINT - SPORTS PA	BUILDING MAINTENANCE		17.15	
24269792214001	Invoice	09/08/2022	DANGELO CO - MOTO	0.00	4.31	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		4.31	
24269792223001	Invoice	09/08/2022	DANGELO CO - MOTO	0.00	53.27	
	100-6000-7085-6025	BLDG MAINT - CITY HALL	BUILDING MAINTENANCE		53.27	
24269792223001	Invoice	09/08/2022	DANGELO CO - MOTO	0.00	206.46	
	100-6050-7070-5050	SPEC DEPT EXP - DEFORG	DEPT SUPPLIES		206.46	
24310332196005	Invoice	09/08/2022	ADOLLYSWORLD@ADOLLYSWORLD	0.00	462.36	
	100-1550-7040-0000	RECREATION PROGRAMS	ANIMALS FOR BUILD-A-BUDDY		462.36	
24399002194295	Invoice	09/08/2022	BEST BUY 00014415	0.00	129.24	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE		129.24	
24399002201295	Invoice	09/08/2022	BEST BUY 00014415	0.00	75.40	
	100-1230-7072-0000	COMPUTER SUPPLIES/MA	FIRE STICK		75.40	
24399002207503	Invoice	09/08/2022	BESTBUYCOM806665085502	0.00	80.80	
	100-1230-7072-0000	COMPUTER SUPPLIES/MA	POWER SUPPLIES FOR PCs		80.80	
24399002207503	Invoice	09/08/2022	BESTBUYCOM806665085502	0.00	80.80	
	100-1230-7072-0000	COMPUTER SUPPLIES/MA	POWER SUPPLIES FOR PCs		80.80	
24427332192740	Invoice	09/08/2022	EL SUPER #60	0.00	17.23	
	750-7000-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING		17.23	
24428062208001	Invoice	09/08/2022	EVOLUTION SPORTS	0.00	224.86	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE		224.86	
24431052208838	Invoice	09/08/2022	O'REILLY AUTO PARTS 2678	0.00	63.76	
	700-4050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		63.76	
24431062193091	Invoice	09/08/2022	BEAUMONT UNIQUE FLOWERS	0.00	123.14	
	100-1200-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		123.14	
24431062208207	Invoice	09/08/2022	RANGE	0.00	250.00	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE		250.00	
24431062221091	Invoice	09/08/2022	BIG 5 SPORTING GOODS 498	0.00	69.98	
	100-1550-7040-0000	RECREATION PROGRAMS	COMMUNITY EVENT SUPPLIES		69.98	
24431062221207	Invoice	09/08/2022	APWA - WORK ZONE	0.00	495.00	
	100-1240-6050-0000	RECRUITMENT AND HIRI	APWA RECRUITING		495.00	
24435652207200	Invoice	09/08/2022	AUTO LIFTS AND PARTS	0.00	105.98	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		105.98	
24445002195300	Invoice	09/08/2022	PY *BIG TEX TRAILERS	0.00	442.84	
	100-6050-7090-0000	EQUIP SUPPLIES/MAINT	EQUIPMENT MAINTENANCE		442.84	
24445002196300	Invoice	09/08/2022	PY *BIG TEX TRAILERS	0.00	38.75	
	100-6050-7090-0000	EQUIP SUPPLIES/MAINT	EQUIPMENT MAINTENANCE		38.75	
24445002196300	Invoice	09/08/2022	PY *BIG TEX TRAILERS	0.00	19.25	
	100-6050-7090-0000	EQUIP SUPPLIES/MAINT	EQUIPMENT MAINTENANCE		19.25	
24445002196500	Invoice	09/08/2022	FUDDRUCKERS 7344	0.00	20.98	
	750-7000-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING		20.98	
24445002204400	Invoice	09/08/2022	WM SUPERCENTER #5156	0.00	34.86	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE		34.86	
24445002208000	Invoice	09/08/2022	DOLLAR TREE	0.00	12.22	
	100-1550-7040-0000	RECREATION PROGRAMS	SUPPLIES FOR SENIOR ICE CREA		12.22	
24445002208400	Invoice	09/08/2022	WM SUPERCENTER #5156	0.00	40.93	
	100-1550-7040-0000	RECREATION PROGRAMS	SUPPLIES FOR SENIOR ICE CREA		40.93	
24445002208400	Invoice	09/08/2022	WM SUPERCENTER #5156	0.00	11.59	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		11.59	
24445002211500	Invoice	09/08/2022	DOMINO'S 8431	0.00	257.65	
	100-1240-7035-0000	LOCAL MEETINGS	LUNCH FOR TRAINING		257.65	
24492152192852	Invoice	09/08/2022	INST OF TRANSP ENG	0.00	196.00	
	100-3100-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		196.00	
24492152193743	Invoice	09/08/2022	PAYPRO ISOBUSTER	0.00	99.95	
	100-1230-7071-0000	SOFTWARE	ISO BUSTER SOFTWARE		99.95	
24492152193852	Invoice	09/08/2022	AMERICAN PLANNING A	0.00	603.00	
	100-1350-7030-0000	DUES & SUBSCRIPTIONS	APA PROFESSIONAL MEMBERSH		603.00	
24492152208852	Invoice	09/08/2022	PAYPAL *IE BLUEB	0.00	90.00	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE		90.00	
24492152210740	Invoice	09/08/2022	SQ *TAQUERIA NUEVA	0.00	34.21	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE		34.21	
24492152213855	Invoice	09/08/2022	SQ *BEAUMONT CHAMBE	0.00	125.00	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	BEAUMONT CHAMBER BREAKF		125.00	
24492152216852	Invoice	09/08/2022	PAYPAL *CWOLF57973	0.00	1,069.61	
	100-6050-7070-5150	SPEC DEPT EXP - MOUNT	DEPT SUPPLIES		1,069.61	
24492152216852	Invoice	09/08/2022	BINGBANNERS	0.00	107.55	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE		107.55	
24492152221741	Invoice	09/08/2022	SQ *BEAUMONT CHAMBE	0.00	25.00	
	100-1050-7035-0000	LOCAL MEETINGS	BEAUMONT CHAMBER BREAKF		25.00	
24492162199000	Invoice	09/08/2022	SACOMPANY	0.00	500.00	
	100-6000-7070-0000	SPECIAL DEPT SUPPLIES	DEPOSIT FOR GROUND DPT SUN		500.00	
24492162199000	Invoice	09/08/2022	CALCITIES REGISTRATION	0.00	600.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-1225-7066-0000	TRAVEL, EDUCATION, TRA	CA CITIES CONFERENCE		600.00	
24492162213000	Invoice	09/08/2022 SCREENCLOUD		0.00	240.00	
	100-1230-7071-0000	SOFTWARE	SCREEN CLOUD LICENSES		240.00	
24492162213000	Invoice	09/08/2022 SCREENCLOUD		0.00	240.00	
	100-1230-7071-0000	SOFTWARE	SCREEN CLOUD LICENSES		240.00	
24492162215000	Invoice	09/08/2022 BPE VIDA		0.00	62.89	
	100-6050-7070-5400	SPEC DEPT EXP - SPORTS	DEPT SUPPLIES		62.89	
24492162216000	Invoice	09/08/2022 PELICAN WIRELESS		0.00	58.31	
	100-1230-7071-0000	SOFTWARE	PELICAN SUBSCRIPTION RENEW		58.31	
24492162220000	Invoice	09/08/2022 SLACK T03N7RCHFF0		0.00	144.44	
	100-1230-7071-0000	SOFTWARE	SLACK IT COMMUNICATION SOF		144.44	
24492162221000	Invoice	09/08/2022 ALLEN AUTO GLASS TINT		0.00	539.38	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE		539.38	
24493982195081	Invoice	09/08/2022 DXP ENTERPRISES		0.00	1,199.54	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		1,199.54	
24551942203030	Invoice	09/08/2022 ALLIANCE TRAILER CORP		0.00	134.27	
	100-6050-7090-0000	EQUIP SUPPLIES/MAINT	EQUIPMENT MAINTENANCE		134.27	
24559302222900	Invoice	09/08/2022 TCAED		0.00	1,300.00	
	100-1235-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING - WARSIN		1,300.00	
24687202201030	Invoice	09/08/2022 FRIJOLES MEXICAN RESTAUR		0.00	369.80	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE		369.80	
24687202202030	Invoice	09/08/2022 FRIJOLES MEXICAN RESTAUR		0.00	48.42	
	100-1050-7035-0000	LOCAL MEETINGS	MEETING SUPPLIES		48.42	
24692162193100	Invoice	09/08/2022 4IMPRINT, INC		0.00	3,791.47	
	100-2100-7070-0000	SPECIAL DEPT SUPPLIES	PD PROMO ITEMS		3,791.47	
24692162194100	Invoice	09/08/2022 AMZN MKTP US*828M86L83		0.00	91.32	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE		91.32	
24692162195100	Invoice	09/08/2022 AMZN MKTP US*XM3YQ6YE3		0.00	21.52	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE		21.52	
24692162195100	Invoice	09/08/2022 TST* FOODTOPIA RESTAURANT		0.00	26.42	
	750-7000-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING		26.42	
24692162195100	Invoice	09/08/2022 STARBUCKS STORE 10119		0.00	10.83	
	750-7000-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING		10.83	
24692162200100	Invoice	09/08/2022 THE HOME DEPOT 8987		0.00	429.92	
	750-7300-7085-0000	BUILDING SUPPLIES/MAI	A/C UNIT FOR SHOP		429.92	
24692162200100	Invoice	09/08/2022 THE HOME DEPOT 8987		0.00	418.59	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		418.59	
24692162203100	Invoice	09/08/2022 THE HOME DEPOT 8987		0.00	210.33	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		210.33	
24692162203100	Invoice	09/08/2022 AMZN MKTP US*FY7PB3DG3		0.00	69.81	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE		69.81	
24692162203100	Invoice	09/08/2022 WPY*COVERT MEDIA CONSULTI		0.00	225.00	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE		225.00	
24692162206100	Invoice	09/08/2022 AMZN MKTP US*CF5BD4PI3		0.00	6.45	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE		6.45	
24692162206100	Invoice	09/08/2022 D J*WALL-ST-JOURNAL		0.00	38.99	
	100-1235-7030-0000	DUES & SUBSCRIPTIONS	WALL STREET JOURNAL SUBSCRI		38.99	
24692162210100	Invoice	09/08/2022 THE HOME DEPOT 8987		0.00	85.56	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		85.56	
24692162216100	Invoice	09/08/2022 THE HOME DEPOT 8987		0.00	88.41	
	100-6000-7085-5050	BLDG MAINT - DEFORGE	BUILDING MAINTENANCE		88.41	
24692162218100	Invoice	09/08/2022 KONICA MINOLTA USA		0.00	146.33	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-1230-7090-6026	EQUIP SUPPLIES/MAINT (	SERVICE ON PLOTTER		146.33	
24692162218100	Invoice	09/08/2022	KONICA MINOLTA USA	0.00	350.00	
	100-1230-7090-6026	EQUIP SUPPLIES/MAINT (	SERVICE ON PLOTTER		350.00	
24692162221100	Invoice	09/08/2022	THE TOLL ROADS OF OC	0.00	100.00	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE		100.00	
24692162221100	Invoice	09/08/2022	SQ *VIP SERVICE ALLIANCE	0.00	1,088.16	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE		1,088.16	
24717052200162	Invoice	09/08/2022	BIG TIME DESIGN	0.00	84.65	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE		84.65	
24755422203642	Invoice	09/08/2022	STATE WATER BOARD	0.00	90.00	
	700-4050-7022-0000	LICENSE, PERMITS, FEES	SWRCB CERT FEE		90.00	
24755422203642	Invoice	09/08/2022	OPC STATE WB FEE	0.00	2.07	
	700-4050-7022-0000	LICENSE, PERMITS, FEES	SWRCB CC FEE		2.07	
24765012203400	Invoice	09/08/2022	ARCO AMPM	0.00	34.96	
	700-4050-7050-0000	FUEL	PROPANE FOR FORKLIFT		34.96	
24765012209091	Invoice	09/08/2022	CROWN ACE HARDWARE	0.00	1,292.99	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		1,292.99	
24793382192310	Invoice	09/08/2022	TESLA, INC.	0.00	9.99	
	100-2050-7030-0000	DUES & SUBSCRIPTIONS	TESLA MONTHLY FEE		9.99	
24793382193000	Invoice	09/08/2022	TESLA INC SUPERCHARGER	0.00	13.76	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		13.76	
24793382193000	Invoice	09/08/2022	TESLA INC SUPERCHARGER	0.00	13.76	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		13.76	
24793382195000	Invoice	09/08/2022	TESLA INC SUPERCHARGER	0.00	12.47	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		12.47	
24793382196000	Invoice	09/08/2022	TESLA INC SUPERCHARGER	0.00	23.65	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		23.65	
24793382198000	Invoice	09/08/2022	TESLA INC SUPERCHARGER	0.00	17.20	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		17.20	
24793382202000	Invoice	09/08/2022	TESLA INC SUPERCHARGER	0.00	21.93	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		21.93	
24793382203000	Invoice	09/08/2022	TESLA INC SUPERCHARGER	0.00	16.34	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		16.34	
24793382206600	Invoice	09/08/2022	TESLA INC SUPERCHARGER	0.00	13.76	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		13.76	
24793382209000	Invoice	09/08/2022	TESLA INC SUPERCHARGER	0.00	23.65	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		23.65	
24793382211000	Invoice	09/08/2022	TESLA INC SUPERCHARGER	0.00	21.50	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		21.50	
24793382211000	Invoice	09/08/2022	TESLA INC SUPERCHARGER	0.00	6.67	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		6.67	
24793382212000	Invoice	09/08/2022	TESLA INC SUPERCHARGER	0.00	12.90	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		12.90	
24793382215000	Invoice	09/08/2022	TESLA INC SUPERCHARGER	0.00	13.33	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		13.33	
24793382216545	Invoice	09/08/2022	TESLA INC SUPERCHARGER	0.00	23.22	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		23.22	
24793382220450	Invoice	09/08/2022	TESLA INC SUPERCHARGER	0.00	23.65	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		23.65	
24793382222000	Invoice	09/08/2022	TESLA INC SUPERCHARGER	0.00	21.50	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		21.50	
24801972194726	Invoice	09/08/2022	TOP-LINE INDUSTRIAL	0.00	37.48	

Item 2.

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-3100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		37.48	
24801972195726	Invoice	09/08/2022	BURRITOS ALINSTANTE BROA	0.00	11.42	
	750-7000-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING		11.42	
24801972195726	Invoice	09/08/2022	TOP-LINE INDUSTRIAL	0.00	15.55	
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		15.55	
24801972200726	Invoice	09/08/2022	TOP-LINE INDUSTRIAL	0.00	21.58	
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		21.58	
24801972201690	Invoice	09/08/2022	CALIFORNIA WATER ENVIRON	0.00	91.00	
	700-4050-7030-0000	DUES & SUBSCRIPTIONS	CWEA MEMBERSHIP RENEWAL		91.00	
24801972207726	Invoice	09/08/2022	TOP-LINE INDUSTRIAL	0.00	5.82	
	750-8300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		5.82	
24801972209726	Invoice	09/08/2022	TOP-LINE INDUSTRIAL	0.00	201.45	
	760-0000-8040-0000	EQUIPMENT	VEHICLE MAINTENANCE		201.45	
24801972218726	Invoice	09/08/2022	ALL PURPOSE RENTALS	0.00	32.26	
	700-4050-7050-0000	FUEL	PROPANE FOR FORKLIFT		32.26	
24801972221726	Invoice	09/08/2022	TOP-LINE INDUSTRIAL	0.00	17.80	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		17.80	
24906412194151	Invoice	09/08/2022	WEB*NETWORKSOLUTIONS	0.00	7.96	
	100-1230-7071-0000	SOFTWARE	DOMAIN NAMES		7.96	
24906412222153	Invoice	09/08/2022	WEB*NETWORKSOLUTIONS	0.00	7.96	
	100-1230-7071-0000	SOFTWARE	DOMAIN NAMES		7.96	
24943012193010	Invoice	09/08/2022	THE HOME DEPOT #8987	0.00	429.71	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		429.71	
24943012193010	Invoice	09/08/2022	THE HOME DEPOT #8987	0.00	70.91	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		70.91	
24943012193010	Invoice	09/08/2022	THE HOME DEPOT #8987	0.00	24.50	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		24.50	
24943012193010	Invoice	09/08/2022	THE HOME DEPOT #8987	0.00	19.36	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		19.36	
24943012194010	Invoice	09/08/2022	THE HOME DEPOT #8987	0.00	419.15	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		419.15	
24943012196010	Invoice	09/08/2022	THE HOME DEPOT #8987	0.00	1,353.77	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		1,353.77	
24943012196010	Invoice	09/08/2022	THE HOME DEPOT #8987	0.00	229.71	
	100-6050-7070-5750	SPECIAL DEPT SUPPLIES (	DEPT SUPPLIES		229.71	
24943012196010	Invoice	09/08/2022	THE HOME DEPOT #8987	0.00	55.56	
	100-6000-7085-6055	BLDG MAINT- FIRE STATIO	BUILDING MAINTENANCE		55.56	
24943012200010	Invoice	09/08/2022	THE HOME DEPOT #8987	0.00	34.47	
	100-6000-7085-6025	BLDG MAINT - CITY HALL	BUILDING MAINTENANCE		34.47	
24943012201010	Invoice	09/08/2022	THE HOME DEPOT #8987	0.00	23.27	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		23.27	
24943012201010	Invoice	09/08/2022	THE HOME DEPOT #8987	0.00	41.79	
	100-6000-7085-6025	BLDG MAINT - CITY HALL	BUILDING MAINTENANCE		41.79	
24943012201010	Invoice	09/08/2022	THE HOME DEPOT #8987	0.00	150.00	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		150.00	
24943012202010	Invoice	09/08/2022	THE HOME DEPOT #8987	0.00	42.74	
	100-6000-7085-6040	BLDG MAINT - POLICE DE	BUILDING MAINTENANCE		42.74	
24943012204010	Invoice	09/08/2022	THE HOME DEPOT #8987	0.00	24.75	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		24.75	
24943012209010	Invoice	09/08/2022	THE HOME DEPOT #8987	0.00	59.74	
	750-7300-7085-0000	BUILDING SUPPLIES/MAI	BUILDING MAINTENANCE		59.74	
24943012210010	Invoice	09/08/2022	HOMEDEPOT.COM	0.00	1,616.25	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	240-2370-7080-0000	CAL-RECYCLE COSTS	RECYCLE BUCKETS		1,616.25	
24943012210010	Invoice	09/08/2022 THE HOME DEPOT #8987		0.00	48.47	
	100-6000-7085-6040	BLDG MAINT - POLICE DE	BUILDING MAINTENANCE		48.47	
24943012213010	Invoice	09/08/2022 THE HOME DEPOT #8987		0.00	40.37	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		40.37	
24943012214010	Invoice	09/08/2022 THE HOME DEPOT #8987		0.00	35.54	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		35.54	
24943012214010	Invoice	09/08/2022 THE HOME DEPOT #8987		0.00	56.55	
	100-6000-7085-6025	BLDG MAINT - CITY HALL	BUILDING MAINTENANCE		56.55	
24943012214010	Invoice	09/08/2022 THE HOME DEPOT #8987		0.00	25.84	
	100-6000-7085-5999	BLDG MAINT - ALL PARKS	BUILDING MAINTENANCE		25.84	
24943012215010	Invoice	09/08/2022 THE HOME DEPOT #8987		0.00	51.63	
	750-7000-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		51.63	
24943012216010	Invoice	09/08/2022 THE HOME DEPOT #8987		0.00	11.15	
	100-6050-7070-5800	SPECIAL DEPT SUPPLIES -	DEPT SUPPLIES		11.15	
24943012216010	Invoice	09/08/2022 THE HOME DEPOT #8987		0.00	37.69	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE		37.69	
24943012216010	Invoice	09/08/2022 THE HOME DEPOT #8987		0.00	34.43	
	100-6000-7085-5999	BLDG MAINT - ALL PARKS	BUILDING MAINTENANCE		34.43	
24943012221010	Invoice	09/08/2022 THE HOME DEPOT #8987		0.00	11.28	
	100-6000-7085-6025	BLDG MAINT - CITY HALL	BUILDING MAINTENANCE		11.28	
24943012221010	Invoice	09/08/2022 THE HOME DEPOT #8987		0.00	12.65	
	100-6000-7085-6040	BLDG MAINT - POLICE DE	BUILDING MAINTENANCE		12.65	
24943012221010	Invoice	09/08/2022 THE HOME DEPOT #8987		0.00	68.92	
	100-6000-7085-5050	BLDG MAINT - DEFORGE	BUILDING MAINTENANCE		68.92	
24943012221010	Invoice	09/08/2022 THE HOME DEPOT #8987		0.00	175.35	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		175.35	
24943012222010	Invoice	09/08/2022 THE HOME DEPOT #8987		0.00	42.85	
	100-6050-7070-5050	SPEC DEPT EXP - DEFORG	DEPT SUPPLIES		42.85	
24943012222010	Invoice	09/08/2022 THE HOME DEPOT #8987		0.00	169.67	
	100-6000-7085-6028	BLDG MAINT - CITY HALL	BUILDING MAINTENANCE		169.67	
24943012222010	Invoice	09/08/2022 THE HOME DEPOT #8987		0.00	134.16	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		134.16	
74007002203910	Invoice	09/08/2022 WP-LAZY BEE SCRIPT		0.00	31.01	
	100-1550-7040-0000	RECREATION PROGRAMS	SCRIPT FOR THEATRE CAMP		31.01	
74692162209100	Credit Memo	09/08/2022 AMZN MKTP US		0.00	-21.52	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE		-21.52	
74717052192261	Credit Memo	09/08/2022 SO PT HOTEL AND CASINO		0.00	-179.67	
	700-4050-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING - REFUND		-179.67	
74943002196894	Credit Memo	09/08/2022 DLR RESORT RES CRO		0.00	-368.55	
	100-1050-7066-0000	TRAVEL, EDUCATION, TRA	MOBILITY 21 CONFERENCE REF		-368.55	
74943012202010	Credit Memo	09/08/2022 THE HOME DEPOT #8987		0.00	-30.93	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		-30.93	
	Void	09/09/2022	EFT	0.00	0.00	634
	Void	09/09/2022	EFT	0.00	0.00	635
	Void	09/09/2022	EFT	0.00	0.00	636
	Void	09/09/2022	EFT	0.00	0.00	637
	Void	09/09/2022	EFT	0.00	0.00	638
	Void	09/09/2022	EFT	0.00	0.00	639

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4299	ANGELA CHAPPAROSA	09/09/2022	Regular	0.00	259.00	111275

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
09/11/22-09/14/	Invoice	09/09/2022	PER DIEM FOR TRAINING	0.00	259.00
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	PER DIEM FOR TRAINING	259.00	

1133	BEAUMONT INTERACT CLUB	09/09/2022	Regular	0.00	5,000.00	111276

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
09/17/22	Invoice	09/09/2022	VOLUNTEER WORK FOR CITY OF BMT CO	0.00	5,000.00
	240-2370-7080-0000	CAL-RECYCLE COSTS	VOLUNTEER WORK FOR CITY OF	5,000.00	

1596	GRETCHEN NYMAN	09/09/2022	Regular	0.00	259.00	111277

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
09/11/22-09/14/	Invoice	09/09/2022	PER DIEM FOR TRAINING	0.00	259.00
	100-2090-7066-0000	TRAVEL, EDUCATION, TRA	PER DIEM FOR TRAINING	259.00	

4715	JESSICA RODRIGUEZ	09/09/2022	Regular	0.00	259.00	111278

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
09/11/22-09/14/	Invoice	09/09/2022	PER DIEM FOR TRAINING	0.00	259.00
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	PER DIEM FOR TRAINING	259.00	

2261	SEAN THUILLIEZ	09/09/2022	Regular	0.00	259.00	111279

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
09/11/22-09/14/	Invoice	09/09/2022	PER DIEM FOR TRAINING	0.00	259.00
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	PER DIEM FOR TRAINING	259.00	

4519	YESMIN GARCIA	09/09/2022	Regular	0.00	259.00	111280

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
09/11/22-09/14/	Invoice	09/09/2022	PER DIEM FOR TRAINING	0.00	259.00
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	PER DIEM FOR TRAINING	259.00	

4722	BRAD ORMONDE & BRISEIDA CHAVEZ	09/12/2022	Virtual Payment	0.00	40.00	APA002204

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
R01262294	Invoice	09/09/2022	DEPOSIT REFUND	0.00	40.00
	100-0000-4591-0000	PARKS RENTAL	DEPOSIT REFUND	40.00	

3780	CDCE INCORPORATED	09/12/2022	Virtual Payment	0.00	10,431.28	APA002205

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
140227	Invoice	09/09/2022	VEHICLE EQUIPMENT	0.00	10,431.28
	600-5050-8060-0000	VEHICLE REPLACEMENT E	VEHICLE EQUIPMENT	10,431.28	

1294	CIVICPLUS	09/12/2022	Virtual Payment	0.00	210.58	APA002206

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
236139	Invoice	09/09/2022	FINANCE CHARGE ON OVERDUE BALANCE	0.00	210.58
	100-1230-7071-0000	SOFTWARE	FINANCE CHARGE ON OVERDUE	210.58	

4719	DARREN TAYLOR	09/12/2022	Virtual Payment	0.00	20.00	APA002207

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
R01262713	Invoice	09/09/2022	REFUND FOR CANCELLED TOURNAMENT	0.00	20.00
	100-1550-7040-0000	RECREATION PROGRAMS	REFUND FOR CANCELLED TOUR	20.00	

4717	DEBORAH WEAVER	09/12/2022	Virtual Payment	0.00	44.96	APA002208

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type / Account Name	Item Description	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
			Payment Date	Payment Type		Discount Amount	Payment Amount	Number
05-010208-08	Invoice	09/09/2022	CREDIT ON CLOSED	UTILITY ACCOUNT		0.00	44.96	
	700-0000-0220-0000			ACCT REC - SEWER	CREDIT ON CLOSED UTILITY ACC	44.96		
3810	ERIKA MORENO YERGENSON		09/12/2022	Virtual Payment		0.00	40.00	APA002209
RCT R01221038 C	Invoice	09/09/2022	DEPOSIT REFUND			0.00	40.00	
	100-0000-4590-0000			BUILDING RENTAL	DEPOSIT REFUND	40.00		
1499	EVIDENT		09/12/2022	Virtual Payment		0.00	177.33	APA002210
190575A CHECK	Invoice	09/09/2022	DEPT SUPPLIES			0.00	177.33	
	100-2050-7070-0000			SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	177.33		
4607	GENESIS GUTIERREZ		09/12/2022	Virtual Payment		0.00	40.00	APA002211
RCT R01235093 C	Invoice	09/09/2022	DEPOSIT REFUND			0.00	40.00	
	100-0000-4591-0000			PARKS RENTAL	DEPOSIT REFUND	40.00		
3348	GOVERNMENTJOBS.COM, INC		09/12/2022	Virtual Payment		0.00	16,293.44	APA002212
INV-27106	Invoice	09/08/2022	NEOGOV HRMS			0.00	16,293.44	
	100-1230-7071-0000			SOFTWARE	NEOGOV HRMS	16,293.44		
1719	JEREMY DORROUGH		09/12/2022	Virtual Payment		0.00	1,500.00	APA002213
0000003	Invoice	09/09/2022	HIRING COSTS			0.00	1,500.00	
	100-1240-6050-0000			RECRUITMENT AND HIRI	HIRING COSTS	1,500.00		
4720	JESSICA FLOWERS		09/12/2022	Virtual Payment		0.00	25.00	APA002214
RCT R01254304	Invoice	09/09/2022	REFUND FOR BUILD	A BUDDY WORKSHOP		0.00	25.00	
	100-1550-7040-0000			RECREATION PROGRAMS	REFUND FOR BUILD A BUDDY W	25.00		
4716	LAURA PEWETT		09/12/2022	Virtual Payment		0.00	106.94	APA002215
04-148140-02	Invoice	09/09/2022	CREDIT ON CLOSED	UTILITY ACCOUNT		0.00	106.94	
	700-0000-0220-0000			ACCT REC - SEWER	CREDIT ON CLOSED UTILITY ACC	106.94		
1842	LEAGUE OF CALIFORNIA CITIES		09/12/2022	Virtual Payment		0.00	30.00	APA002216
2583	Invoice	09/09/2022	RIVERSIDE COUNTY	DIVISION MEETING -		0.00	30.00	
	100-1050-7035-0000			LOCAL MEETINGS	RIVERSIDE COUNTY DIVISION M	30.00		
1895	M BREY ELECTRIC INC		09/12/2022	Virtual Payment		0.00	450.00	APA002217
7585	Invoice	09/09/2022	PROFESSIONAL SERVICES			0.00	450.00	
	215-0000-7036-0000			GRANT SPECIFIC COSTS	PROFESSIONAL SERVICES	450.00		
1984	NAPA AUTO PARTS		09/12/2022	Virtual Payment		0.00	13.55	APA002218

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
	Account Number		Account Name	Item Description	Distribution Amount		
183543	Invoice	09/09/2022	VEHICLE MAINTENANCE		0.00	13.55	
	100-6050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	13.55		
4721	OPTIMUM PROFESSIONAL PROP MANAGEMEN		09/12/2022	Virtual Payment	0.00	27.50	APA002219
RCT R01247214	Invoice	09/09/2022	DEPOSIT REFUND		0.00	27.50	
	100-0000-4590-0000		BUILDING RENTAL	DEPOSIT REFUND	27.50		
2009	O'REILLY AUTO PARTS		09/12/2022	Virtual Payment	0.00	21.83	APA002220
2678-449750	Invoice	09/09/2022	VEHICLE MAINTENANCE		0.00	21.83	
	100-6050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	21.83		
2039	PARKHOUSE TIRE, INC.		09/12/2022	Virtual Payment	0.00	1,124.69	APA002221
2030213909 CHE	Invoice	09/09/2022	VEHICLE MAINTENANCE		0.00	1,124.69	
	100-2050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	1,124.69		
3642	PLACEWORKS, INC		09/12/2022	Virtual Payment	0.00	37,423.20	APA002222
79157	Invoice	09/09/2022	STEWART PARK LANDSCAPE ARCHITECTU		0.00	37,423.20	
	500-0000-8990-0000		CAPITAL OUTLAY	LANDSCAPE ARCHITECTURE & E	37,423.20		
4608	RAYMOND CHU		09/12/2022	Virtual Payment	0.00	633.27	APA002223
RCT R01237188 C	Invoice	09/09/2022	PERMIT REFUND		0.00	633.27	
	100-0000-4200-0000		BUSINESS LICENSES	PERMIT REFUND	25.82		
	100-0000-4556-0000		PLANNING DEPARTMENT	PERMIT REFUND	516.45		
	700-0000-4770-0000		WASTEWATER SURVEY FE	PERMIT REFUND	91.00		
4434	SCOTT BROSIOUS		09/12/2022	Virtual Payment	0.00	2,575.00	APA002224
B082522	Invoice	09/09/2022	AUGUST SERVICES		0.00	2,575.00	
	100-1230-7068-0000		CONTRACTUAL SERVICES	AUGUST SERVICES	2,575.00		
2430	TIME WARNER CABLE		09/12/2022	Virtual Payment	0.00	618.11	APA002225
13099660108212	Invoice	09/09/2022	ERICA EXPENSE		0.00	618.11	
	100-2050-7057-0000		ERICA	ERICA EXPENSE	618.11		
2484	VERIZON		09/12/2022	Virtual Payment	0.00	853.04	APA002226

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
	Account Number		Account Name	Item Description	Distribution Amount		
9914424862	Invoice	09/09/2022	PHONE UTILITY		0.00	853.04	
	750-7100-7015-0000		TELEPHONE	PHONE UTILITY		116.31	
	750-7400-7015-0000		TELEPHONE	PHONE UTILITY		155.12	
	750-7600-7015-0000		TELEPHONE	PHONE UTILITY		193.90	
	750-7800-7015-0000		TELEPHONE	PHONE UTILITY		116.31	
	750-7900-7015-0000		TELEPHONE	PHONE UTILITY		77.54	
	750-8100-7015-0000		TELEPHONE	PHONE UTILITY		77.54	
	750-8200-7015-0000		TELEPHONE	PHONE UTILITY		38.77	
	750-8300-7015-0000		TELEPHONE	PHONE UTILITY		77.55	
3908	WEST COAST ARBORISTS, INC		09/12/2022	Virtual Payment	0.00	48,428.40	APA002227
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount		
189409	Invoice	09/09/2022	Tree service and maintenance within the		0.00	2,063.40	
	100-6050-7157-0000		TREE TRIMMING	Tree service and maintenance w		2,063.40	
18941	Invoice	09/09/2022	Tree service and maintenance within the		0.00	46,365.00	
	100-6050-7157-0000		TREE TRIMMING	Tree service and maintenance w		46,365.00	
4718	YVONNE GARCIA		09/12/2022	Virtual Payment	0.00	38.96	APA002228
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount		
06-014683-02	Invoice	09/09/2022	CREDIT ON CLOSED UTILITY ACCOUNT		0.00	38.96	
	700-0000-0220-0000		ACCT REC - SEWER	CREDIT ON CLOSED UTILITY ACC		38.96	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	6	6	0.00	6,295.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	202	7	0.00	33,190.63
Virtual Payments	26	25	0.00	121,167.08
	234	**38**	**0.00**	**160,652.71**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	6	6	0.00	6,295.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	202	7	0.00	33,190.63
Virtual Payments	26	25	0.00	121,167.08
	234	**38**	**0.00**	**160,652.71**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	9/2022	160,652.71
			160,652.71

AGENDA ITEM NO.

BEAUMONT
CALIFORNIA

WARRANTS TO BE RATIFIED

Tuesday, September 20, 2022

Printed Checks	111281-111286	$	210,442.34	FY 22/23
NvoicePay	APA002229-APA002330	$	906,147.51	FY 21/22
	A/P Total	$	1,116,589.85	
Bank Drafts	MG Trust	$	27,653.49	457 Paydate 9/9/2022
		$	1,096.17	401a Paydate 9/9/2022
		$	758.46	FICA Paydate 9/9/2022
	Guardian	$	24,755.74	Sep-22

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2022 - JUNE 30, 2023

SIGNATURE: _____
TITLE: CITY TREASURER

SIGNATURE: _____
TITLE: FINANCE DIRECTOR

Check Report

City of Beaumont, CA

By Check Number

Date Range: 09/14/2022 - 09/21/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-AP Bank						
4713	DONALD W. DEGREE	09/16/2022	Regular	0.00	900.00	111281
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
001	Invoice	09/16/2022	COMMUNITY EVENT SUPPLIES	0.00	900.00	
	100-1550-7040-0000	RECREATION PROGRAMS	COMMUNITY EVENT SUPPLIES	900.00		
2218	RYAN BRIEDA	09/16/2022	Regular	0.00	300.00	111282
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
08/20/22-08/24/	Invoice	09/16/2022	REIMBURSEMENT FOR K9 KENNELING	0.00	300.00	
	100-2080-7070-0000	SPECIAL DEPT SUPPLIES	REIMBURSEMENT FOR K9 KENN	300.00		
4727	YESENIA BARRIOLA	09/16/2022	Regular	0.00	259.00	111283
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
09/11/22-09/14/	Invoice	09/16/2022	PER DIEM FOR TRAINING	0.00	259.00	
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	PER DIEM FOR TRAINING	259.00		
4725	HYUNDAI OF MORENO VALLEY	09/16/2022	Regular	0.00	39,470.00	111284
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
KMHL34JJ8PA053	Invoice	09/16/2022	Transit Hybrid Support Vehicle	0.00	39,470.00	
	760-0000-8060-0000	VEHICLES	Transit Hybrid Support Vehicle	39,470.00		
1147	BEAUMONT CHERRY VALLEY WATER DIST.	09/20/2022	Regular	0.00	101,806.74	111285

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date	Payment Date / Payable Description / Account Name	Payment Type / Item Description	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
10/03/22	Invoice	09/16/2022	WATER UTILITY		0.00	101,806.74	
	100-3250-7010-0000		UTILITIES	WATER UTILITY		10,375.43	
	100-3250-7010-007A		UTILITIES (IA 7A)	WATER UTILITY		2,442.76	
	100-3250-7010-007B		UTILITIES (IA 7B)	WATER UTILITY		1,631.93	
	100-3250-7010-008A		UTILITIES (IA 8A)	WATER UTILITY		384.96	
	100-3250-7010-008B		UTILITIES (IA 8B)	WATER UTILITY		967.47	
	100-3250-7010-010A		UTILITIES (IA 10)	WATER UTILITY		948.85	
	100-3250-7010-012A		UTILITIES (IA 12)	WATER UTILITY		916.52	
	100-3250-7010-014B		UTILITIES (IA 14B)	WATER UTILITY		1,809.99	
	100-3250-7010-014X		UTILITIES (IA 14)	WATER UTILITY		11,302.30	
	100-3250-7010-015X		UTILITIES (IA 15)	WATER UTILITY		1,800.87	
	100-3250-7010-016X		UTILITIES (IA 16)	WATER UTILITY		1,399.35	
	100-3250-7010-018X		UTILITIES (IA 18)	WATER UTILITY		1,125.59	
	100-3250-7010-019A		UTILITIES (IA 19A)	WATER UTILITY		1,236.51	
	100-3250-7010-019C		UTILITIES (IA 19C)	WATER UTILITY		796.17	
	100-3250-7010-06A1		UTILITIES (IA 6A1)	WATER UTILITY		6,452.18	
	100-6000-7010-6025		UTILITIES - CITY HALL	WATER UTILITY		1,384.93	
	100-6000-7010-6031		UTILITIES - CITY HALL BLD	WATER UTILITY		181.36	
	100-6000-7010-6032		UTILITIES - CITY HALL BLD	WATER UTILITY		356.00	
	100-6000-7010-6040		UTILITIES - POLICE DEPT	WATER UTILITY		465.14	
	100-6000-7010-6041		UTILITIES - POLICE ANNEX	WATER UTILITY		289.58	
	100-6000-7010-6045		UTILITIES - COMMUNITY	WATER UTILITY		906.33	
	100-6000-7010-6055		UTILITIES - FIRE STATION	WATER UTILITY		222.94	
	100-6000-7010-6070		UTILITIES - 500 GRACE AV	WATER UTILITY		211.99	
	100-6050-7010-0000		UTILITIES	WATER UTILITY		1,553.82	
	100-6050-7010-003X		UTILITIES IA 3	WATER UTILITY		7,685.63	
	100-6050-7010-007A		UTILITIES IA 7A	WATER UTILITY		55.45	
	100-6050-7010-008A		UTILITIES IA 8A (SUNDAN	WATER UTILITY		8,449.79	
	100-6050-7010-008C		UTILITIES IA 8C	WATER UTILITY		30.96	
	100-6050-7010-008D		UTILITIES IA 8D	WATER UTILITY		1,913.70	
	100-6050-7010-008E		UTILITIES IA 8E	WATER UTILITY		148.55	
	100-6050-7010-014A		UTILITIES IA 14A (OAK VA	WATER UTILITY		490.62	
	100-6050-7010-014B		UTILITIES IA 14B	WATER UTILITY		4,828.45	
	100-6050-7010-017A		UTILITIES IA 17A (TOURN	WATER UTILITY		2,125.18	
	100-6050-7010-017C		UTILITIES IA 17C	WATER UTILITY		113.34	
	100-6050-7010-018X		UTILITIES IA 18	WATER UTILITY		30.96	
	100-6050-7010-019C		UTILITIES IA 19C	WATER UTILITY		446.22	
	100-6050-7010-020X		UTILITIES IA 20	WATER UTILITY		498.11	
	100-6050-7010-06A1		UTILITIES IA 6A1	WATER UTILITY		511.62	
	100-6050-7010-1601		UTILITIES IA 1601	WATER UTILITY		2,364.46	
	100-6050-7010-5050		UTILITIES, PARK (DEFORG	WATER UTILITY		1,008.89	
	100-6050-7010-5200		UTILITIES, PARK (PALMER)	WATER UTILITY		16.28	
	100-6050-7010-5250		UTILITIES, PARK (RANGEL)	WATER UTILITY		1,016.60	
	100-6050-7010-5350		UTILITIES, PARK (SHADO	WATER UTILITY		30.96	
	100-6050-7010-5400		UTILITIES, PARK (SPORTS	WATER UTILITY		7,880.92	
	100-6050-7010-5450		UTILITIES, PARK (STETSON	WATER UTILITY		4,790.54	
	100-6050-7010-5500		UTILITIES, PARK (STEWAR	WATER UTILITY		3,280.01	
	100-6050-7010-5600		UTILITIES, PARK (TREVINO	WATER UTILITY		84.83	
	100-6050-7010-5650		UTILITIES, PARK (VETERA	WATER UTILITY		87.08	
	100-6050-7010-5700		UTILITIES, PARK (WILD FL	WATER UTILITY		2,555.75	
	100-6050-7010-5800		UTILITIES - MICKELSON P	WATER UTILITY		1,939.79	
	700-4050-7010-0000		UTILITIES	WATER UTILITY		123.50	
	750-7300-7010-0000		UTILITIES	WATER UTILITY		135.58	
2311	SOUTHERN CALIFORNIA EDISON		09/20/2022	Regular	0.00	67,706.60	111286

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date	Payment Date / Payable Description / Account Name	Payment Type / Item Description	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
09/15/22	Invoice	09/19/2022	ELECTRIC UTILITY		0.00	67,706.60	
	100-3250-7010-0000		UTILITIES	ELECTRIC UTILITY		26,323.20	
	100-3250-7010-003X		UTILITIES (IA 3)	ELECTRIC UTILITY		3,645.64	
	100-3250-7010-006B		UTILITIES (IA 6B)	ELECTRIC UTILITY		2,842.36	
	100-3250-7010-007A		UTILITIES (IA 7A)	ELECTRIC UTILITY		182.92	
	100-3250-7010-007B		UTILITIES (IA 7B)	ELECTRIC UTILITY		30.23	
	100-3250-7010-007D		UTILITIES (IA 7D)	ELECTRIC UTILITY		112.11	
	100-3250-7010-008A		UTILITIES (IA 8A)	ELECTRIC UTILITY		1,991.14	
	100-3250-7010-008B		UTILITIES (IA 8B)	ELECTRIC UTILITY		92.94	
	100-3250-7010-008C		UTILITIES (IA 8C)	ELECTRIC UTILITY		1,215.40	
	100-3250-7010-008D		UTILITIES (IA 8D)	ELECTRIC UTILITY		25.52	
	100-3250-7010-010A		UTILITIES (IA 10)	ELECTRIC UTILITY		45.64	
	100-3250-7010-011A		UTILITIES (IA 11A)	ELECTRIC UTILITY		265.50	
	100-3250-7010-012A		UTILITIES (IA 12)	ELECTRIC UTILITY		103.04	
	100-3250-7010-014B		UTILITIES (IA 14B)	ELECTRIC UTILITY		113.00	
	100-3250-7010-014X		UTILITIES (IA 14)	ELECTRIC UTILITY		2,632.06	
	100-3250-7010-018X		UTILITIES (IA 18)	ELECTRIC UTILITY		419.19	
	100-3250-7010-019A		UTILITIES (IA 19A)	ELECTRIC UTILITY		202.98	
	100-3250-7010-019C		UTILITIES (IA 19C)	ELECTRIC UTILITY		4,975.61	
	100-3250-7010-06A1		UTILITIES (IA 6A1)	ELECTRIC UTILITY		2,635.24	
	100-6000-7010-6045		UTILITIES - COMMUNITY	ELECTRIC UTILITY		9,860.66	
	100-6050-7010-0000		UTILITIES	ELECTRIC UTILITY		894.41	
	100-6050-7010-002X		UTILITIES IA 2	ELECTRIC UTILITY		159.12	
	100-6050-7010-005X		UTILITIES IA 5	ELECTRIC UTILITY		8,503.79	
	100-6050-7010-007A		UTILITIES IA 7A	ELECTRIC UTILITY		97.46	
	100-6050-7010-06A1		UTILITIES IA 6A1	ELECTRIC UTILITY		58.11	
	100-6050-7010-5400		UTILITIES, PARK (SPORTS	ELECTRIC UTILITY		234.21	
	100-6050-7010-5800		UTILITIES - MICKELSON P	ELECTRIC UTILITY		45.12	
1042	ALL PURPOSE RENTALS		09/20/2022	Virtual Payment	0.00	1,150.26	APA002229
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount		
49933	Invoice	09/16/2022	EQUIPMENT RENTAL		0.00	584.98	
	100-6050-7075-5400		EQUIP LEASING/RENTAL (	EQUIPMENT RENTAL		488.00	
	100-6050-7075-5400		EQUIP LEASING/RENTAL (	EQUIPMENT RENTAL		96.98	
50034	Invoice	09/16/2022	EQUIPMENT RENTAL		0.00	565.28	
	100-6050-7075-5400		EQUIP LEASING/RENTAL (	EQUIPMENT RENTAL		478.00	
	100-6050-7075-5400		EQUIP LEASING/RENTAL (	EQUIPMENT RENTAL		87.28	
1050	AMAZON CAPITAL SERVICES		09/20/2022	Virtual Payment	0.00	4,252.35	APA002230
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount		
11CV-TYKD-XPCQ	Invoice	09/16/2022	FIRE STATION GROUNDBREAKING SUPPLIE		0.00	80.96	
	100-1200-7900-0000		CONTINGENCY	FIRE STATION GROUNDBREAKIN		80.96	
13TV-67RT-CRQ3	Invoice	09/16/2022	FIRE STATION GROUNDBREAKING SUPPLIE		0.00	25.76	
	100-1200-7900-0000		CONTINGENCY	FIRE STATION GROUNDBREAKIN		25.76	
16NW-WPCT-3NF	Invoice	09/16/2022	FIRE STATION GROUND BREAKING SUPPLI		0.00	27.87	
	100-1200-7900-0000		CONTINGENCY	FIRE STATION GROUND BREAKIN		27.87	
16VW-CVFJ-C3QV	Invoice	09/16/2022	DEPT SUPPLIES		0.00	95.62	
	100-1550-7070-0000		SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		95.62	
177R-M36F-1TPR	Invoice	09/16/2022	OFFICE SUPPLIES		0.00	208.99	
	100-2000-7025-0000		OFFICE SUPPLIES	OFFICE SUPPLIES		10.45	
	100-2050-7025-0000		OFFICE SUPPLIES	OFFICE SUPPLIES		198.54	
19CM-RD9P-WLN	Invoice	09/16/2022	COMMUNITY EVENT SUPPLIES		0.00	183.59	
	100-1550-7040-0000		RECREATION PROGRAMS	COMMUNITY EVENT SUPPLIES		183.59	
1DGG-4HGG-1YLT	Invoice	09/16/2022	FIRE STATION GROUNDBREAKING SUPPLIE		0.00	130.20	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-1200-7025-0000	OFFICE SUPPLIES	FIRE STATION GROUNDBREAKIN		26.81	
	100-1200-7900-0000	CONTINGENCY	FIRE STATION GROUNDBREAKIN		103.39	
1GC1-MDND-HW	Invoice	09/16/2022	FIRE STATION GROUNDBREAKING SUPPLIE	0.00	45.11	
	100-1200-7900-0000	CONTINGENCY	FIRE STATION GROUNDBREAKIN		45.11	
1L3N-7RCF-1LRR	Invoice	09/16/2022	COMPUTER SUPPLIES	0.00	82.17	
	100-1230-7072-0000	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES		82.17	
1L3N-7RCF-3VYY	Invoice	09/16/2022	ADVERTISING SUPPLIES	0.00	75.77	
	100-1200-7020-0000	ADVERTISING	ADVERTISING SUPPLIES		19.83	
	100-1200-7900-0000	CONTINGENCY	ADVERTISING SUPPLIES		36.11	
	100-1235-7020-0000	ADVERTISING	ADVERTISING SUPPLIES		19.83	
1M9C-X9KR-XJF	Invoice	09/16/2022	OFFICE SUPPLIES	0.00	79.86	
	100-2000-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		19.96	
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		59.90	
1MJH-RH4M-3CC	Invoice	09/16/2022	OFFICE SUPPLIES	0.00	22.49	
	100-1230-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		22.49	
1MRT-J39K-1HKR	Invoice	09/16/2022	OFFICE SUPPLIES	0.00	59.64	
	100-2000-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		2.98	
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		56.66	
1NDJ-DYPP-4WPF	Invoice	09/16/2022	COMPUTER SUPPLIES	0.00	366.32	
	100-1230-7072-0000	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES		366.32	
1NDJ-DYPP-D1GH	Invoice	09/16/2022	OFFICE SUPPLIES	0.00	197.32	
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		197.32	
1P6W-RRX1-63LN	Invoice	09/16/2022	COMPUTER SUPPLIES	0.00	383.35	
	100-1230-7072-0000	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES		383.35	
1Q76-QN7N-D3J	Invoice	09/16/2022	OFFICE SUPPLIES	0.00	149.32	
	100-2100-7070-0000	SPECIAL DEPT SUPPLIES	OFFICE SUPPLIES		149.32	
1QC4-HVPF-TR7N	Invoice	09/16/2022	OFFICE SUPPLIES	0.00	124.88	
	100-1200-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		110.25	
	100-2150-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		14.63	
1QMM-W6T1-PQ	Invoice	09/16/2022	DEPT SUPPLIES	0.00	94.78	
	100-1550-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		39.36	
	100-6050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		55.42	
1QXM-DPC7-7F3	Invoice	09/16/2022	OFFICE SUPPLIES	0.00	177.91	
	100-2000-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		8.90	
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		169.01	
1R13-VD1C-77D	Invoice	09/16/2022	OFFICE SUPPLIES	0.00	78.62	
	100-1200-7020-0000	ADVERTISING	OFFICE SUPPLIES		3.76	
	100-1200-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		71.10	
	100-1235-7020-0000	ADVERTISING	OFFICE SUPPLIES		3.76	
1R3P-MCC7-JRPF	Invoice	09/16/2022	OFFICE SUPPLIES	0.00	329.80	
	100-2000-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		16.49	
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		313.31	
1R6R-41MW-3M	Invoice	09/16/2022	COMPUTER SUPPLIES	0.00	56.40	
	100-1230-7072-0000	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES		56.40	
1R9N-1XM4-3DK	Invoice	09/16/2022	OFFICE SUPPLIES	0.00	319.11	
	100-2000-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		15.96	
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		303.15	
1V49-7R3K-YYNX	Invoice	09/16/2022	OFFICE SUPPLIES	0.00	309.39	
	100-2000-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		15.47	
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		293.92	
1YHQ-XC3F-XC4P	Invoice	09/16/2022	DEPT SUPPLIES	0.00	547.12	
	100-1550-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		547.12	
3560	AMCS GROUP INC	09/20/2022	Virtual Payment	0.00	4,532.88	APA002231

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Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Payable Amount	Payment Amount	Number
	Account Number	Account Name		Item Description	Distribution Amount		
51993	Invoice	09/16/2022	SOFTWARE		0.00	4,532.88	
	750-7300-7071-0000	SOFTWARE		SOFTWARE	4,532.88		
1053	AMERICAN FORENSIC NURSES		09/20/2022	Virtual Payment	0.00	314.95	APA002232
76366	Invoice	09/16/2022	PROFESSIONAL SERVICES		0.00	62.99	
	100-2050-7068-0000	CONTRACTUAL SERVICES		PROFESSIONAL SERVICES	62.99		
76435	Invoice	09/16/2022	PROFESSIONAL SERVICES		0.00	125.98	
	100-2050-7068-0000	CONTRACTUAL SERVICES		PROFESSIONAL SERVICES	125.98		
76436	Invoice	09/16/2022	PROFESSIONAL SERVICES		0.00	125.98	
	100-2050-7068-0000	CONTRACTUAL SERVICES		PROFESSIONAL SERVICES	125.98		
3831	ANIMAL PEST MANAGEMENT SERVICES, INC		09/20/2022	Virtual Payment	0.00	960.00	APA002233
622893	Invoice	09/16/2022	Pest control for city buildings		0.00	685.00	
	100-6000-7068-6025	CONTRACTUAL SVC - CITY		Pest control for city buildings	130.00		
	100-6000-7068-6026	CONTRACTUAL SVC - CITY		Pest control for city buildings	65.00		
	100-6000-7068-6032	CONTRACTUAL SVC- CITY		Pest control for city buildings	45.00		
	100-6000-7068-6040	CONTRACTUAL SVC- POLI		Pest control for city buildings	75.00		
	100-6000-7068-6041	CONTRACTUAL SVC- POLI		Pest control for city buildings	45.00		
	100-6000-7068-6045	CONTRACTUAL SVC- COM		Pest control for city buildings	130.00		
	100-6000-7068-6055	CONTRACTUAL SVC- FIRE		Pest control for city buildings	65.00		
	750-7000-7068-0000	CONTRACTUAL SERVICES		Pest control for city buildings	65.00		
	750-7300-7068-0000	CONTRACTUAL SERVICES		Pest control for city buildings	65.00		
662594	Invoice	09/16/2022	PROFESSIONAL SERVICES		0.00	275.00	
	100-6000-7068-6025	CONTRACTUAL SVC - CITY		PROFESSIONAL SERVICES	137.50		
	100-6000-7068-6040	CONTRACTUAL SVC- POLI		PROFESSIONAL SERVICES	137.50		
1080	ARAMARK		09/20/2022	Virtual Payment	0.00	352.70	APA002234
12752443	Invoice	09/16/2022	OFFICE SUPPLIES		0.00	352.70	
	100-2050-7025-0000	OFFICE SUPPLIES		OFFICE SUPPLIES	352.70		
2618	AT&T MOBILITY		09/20/2022	Virtual Payment	0.00	1,287.68	APA002235
287302055450X0	Invoice	09/16/2022	PHONE UTILITY		0.00	1,287.68	
	100-1230-7015-6040	TELEPHONE (POLICE DPT)		PHONE UTILITY	1,287.68		
1100	AUTOZONE		09/20/2022	Virtual Payment	0.00	92.44	APA002236
2882243968	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	92.44	
	750-7600-7037-0000	VEHICLE MAINTENANCE		VEHICLE MAINTENANCE	92.44		
1005	A-Z BUS SALES,INC.		09/20/2022	Virtual Payment	0.00	545.51	APA002237
01P725385	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	545.51	
	750-7600-7037-0000	VEHICLE MAINTENANCE		VEHICLE MAINTENANCE	545.51		
4517	BAY ALARM COMPANY		09/20/2022	Virtual Payment	0.00	8,905.00	APA002238

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type / Account Name	Item Description	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
	Account Number							
19492468	Invoice	09/16/2022	ALARM INSTALL FOR WWTP			0.00	8,875.00	
	700-4050-8040-0000			EQUIPMENT	BAY ALARM FOR WWTP	8,875.00		
19869202	Invoice	09/16/2022	SECURITY SERVICES			0.00	30.00	
	100-6000-7087-6070			SECURITY - 500 GRACE AV	SECURITY SERVICES	30.00		
1140	BEAUMONT SAFE & LOCK		09/20/2022	Virtual Payment		0.00	79.00	APA002239
72650	Invoice	09/16/2022	OFFICE SUPPLIES			0.00	79.00	
	100-2050-7025-0000			OFFICE SUPPLIES	OFFICE SUPPLIES	79.00		
4366	BOYDD PRODUCTS, INC		09/20/2022	Virtual Payment		0.00	5,915.48	APA002240
2001	Invoice	09/16/2022	Purchase of 10 active shooter vests			0.00	5,915.48	
	100-2050-7070-0000			SPECIAL DEPT SUPPLIES	Purchase of Emer. Rifle Body Ar	5,915.48		
3215	BURGESON'S HEATING & AIR CONDITIONING, I		09/20/2022	Virtual Payment		0.00	449.00	APA002241
1340522	Invoice	09/16/2022	BUILDING MAINTENANCE			0.00	449.00	
	100-6000-7085-6040			BLDG MAINT - POLICE DE	BUILDING MAINTENANCE	449.00		
1196	CALIFORNIA BUILDING OFFICIALS		09/20/2022	Virtual Payment		0.00	325.00	APA002242
15721	Invoice	09/16/2022	EMPLOYEE TRAINING			0.00	325.00	
	100-2150-7066-0000			TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING	325.00		
1210	CALIFORNIA STATE FIRE PROTECTION		09/20/2022	Virtual Payment		0.00	979.82	APA002243
12461030	Invoice	09/16/2022	EQUIPMENT MAINTENANCE			0.00	979.82	
	100-2050-7090-0000			EQUIP SUPPLIES/MAINT	EQUIPMENT MAINTENANCE	979.82		
1285	CITY OF BANNING		09/20/2022	Virtual Payment		0.00	182.40	APA002244
74105-54930 09/	Invoice	09/16/2022	SHARED TRAFFIC SIGNAL UTILITY ON HIG			0.00	182.40	
	100-3250-7010-0000			UTILITIES	SHARED TRAFFIC SIGNAL UTILIT	182.40		
1287	CITY OF CALIMESA		09/20/2022	Virtual Payment		0.00	4,800.00	APA002245
AUGUST 2022	Invoice	09/16/2022	PERMIT AGREEMENT FEES			0.00	4,800.00	
	100-0000-2230-0000			DEVELOPMENT FEE - DUE	PERMIT AGREEMENT FEES	4,800.00		
1296	CLARK'S TOWING		09/20/2022	Virtual Payment		0.00	1,160.00	APA002246
S4569	Invoice	09/16/2022	VEHICLE MAINTENANCE			0.00	290.00	
	750-8100-7037-0000			VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	290.00		
S4570	Invoice	09/16/2022	VEHICLE MAINTENANCE			0.00	507.50	
	750-8100-7037-0000			VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	507.50		
S7898	Invoice	09/16/2022	VEHICLE MAINTENANCE			0.00	362.50	
	750-8100-7037-0000			VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	362.50		
4209	COMMERCIAL CLEANING SOLUTIONS INC		09/20/2022	Virtual Payment		0.00	16,415.00	APA002247

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
39377	Invoice	09/16/2022	Janitorial for city buildings		0.00	16,415.00	
	100-6000-7085-6025	BLDG MAINT - CITY HALL	Janitorial for city buildings		5,792.00		
	100-6000-7085-6026	BLDG MAINT- CITY HALL B	Janitorial for city buildings		490.00		
	100-6000-7085-6031	BLDG MAINT- CITY HALL B	Janitorial for city buildings		265.00		
	100-6000-7085-6040	BLDG MAINT - POLICE DE	Janitorial for city buildings		2,105.00		
	100-6000-7085-6041	BLDG MAINT - POLICE AN	Janitorial for city buildings		265.00		
	100-6000-7085-6045	BLDG MAINT- COMMUNI	Janitorial for city buildings		6,295.00		
	100-6000-7085-6060	BLDG MAINT- 713 W 4TH	Janitorial for city buildings		85.00		
	700-4050-7085-0000	BUILDING SUPPLIES/MAI	Janitorial for city buildings		490.00		
	750-7000-7085-0000	BUILDING SUPPLIES/MAI	Janitorial for city buildings		498.00		
	750-7300-7085-0000	BUILDING SUPPLIES/MAI	Janitorial for city buildings		130.00		
4116	COZAD & FOX, INC		09/20/2022	Virtual Payment	0.00	18,945.09	APA002248
18189	Invoice	09/16/2022	2nd Street Professional Engineering Servi		0.00	8,175.75	
	500-0000-8990-0000	CAPITAL OUTLAY	2nd Street Professional Enginee		8,175.75		
18209	Invoice	09/16/2022	2nd Street Professional Engineering Servi		0.00	10,769.34	
	500-0000-8990-0000	CAPITAL OUTLAY	2nd Street Professional Enginee		10,769.34		
1346	CROWN PRODUCTS		09/20/2022	Virtual Payment	0.00	1,342.25	APA002249
113006	Invoice	09/16/2022	DEPT SUPPLIES		0.00	1,342.25	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		1,342.25		
2634	CUMMINS SALES AND SERVICE		09/20/2022	Virtual Payment	0.00	7,178.27	APA002250
X2-40627	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	87.14	
	750-8100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		87.14		
X2-40837	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	2,806.71	
	750-8100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		2,806.71		
X2-41178	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	4,284.42	
	750-8100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		4,284.42		
4389	CYNTHIA GAMACHE		09/20/2022	Virtual Payment	0.00	291.20	APA002251
016	Invoice	09/16/2022	CHAIR YOGA CLASSES FOR AUGUST 2022		0.00	291.20	
	100-1550-7040-0000	RECREATION PROGRAMS	CHAIR YOGA CLASSES FOR AUG		291.20		
1357	D & S AUTO REPAIR/TOWING		09/20/2022	Virtual Payment	0.00	346.68	APA002252
20061	Invoice	09/16/2022	PROFESSIONAL SERVICES		0.00	346.68	
	100-2050-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		346.68		
3905	DANIEL GARCIA MONTOYA		09/20/2022	Virtual Payment	0.00	225.87	APA002253
0158810	Invoice	09/16/2022	EQUIPMENT MAINTENANCE		0.00	195.00	
	100-6050-7090-5999	EQUIP SUPPLIES/MAINT -	EQUIPMENT MAINTENANCE		195.00		
0509	Invoice	09/16/2022	DEPT SUPPLIES		0.00	30.87	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		10.87		
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		20.00		

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3290	DATAXTEL INC	09/20/2022	Virtual Payment	0.00	1,228.33	APA002254

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
4580	Invoice	09/16/2022	PROFESSIONAL SERVICES	0.00	1,228.33

Account Number	Account Name	Item Description	Distribution Amount
100-1230-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	1,228.33

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4711	DAVID PAUL CHRISTENSEN	09/20/2022	Virtual Payment	0.00	850.00	APA002255

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
1796	Invoice	09/16/2022	CPSI INSPECTION	0.00	850.00

Account Number	Account Name	Item Description	Distribution Amount
500-0000-8990-0000	CAPITAL OUTLAY	CPSI INSPECTION	850.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1402	DEPARTMENT OF JUSTICE	09/20/2022	Virtual Payment	0.00	1,581.00	APA002256

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
595256	Invoice	09/16/2022	PROFESSIONAL SERVICES	0.00	1,406.00
600708	Invoice	09/16/2022	PROFESSIONAL SERVICES	0.00	140.00
600761	Invoice	09/16/2022	PROFESSIONAL SERVICES	0.00	35.00

Account Number	Account Name	Item Description	Distribution Amount
100-2050-7031-0000	LIVE SCAN-FINGERPRINTI	PROFESSIONAL SERVICES	1,406.00
100-2050-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	140.00
100-2050-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	35.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2937	DIAMOND ENVIRONMENTAL SERVICES LP	09/20/2022	Virtual Payment	0.00	83.46	APA002257

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
0004182498	Invoice	09/16/2022	EQUIPMENT RENTAL	0.00	83.46

Account Number	Account Name	Item Description	Distribution Amount
100-6050-7075-5500	EQUIP LEASING/RENTAL (	EQUIPMENT RENTAL	83.46

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4458	DIANA T BENHAR	09/20/2022	Virtual Payment	0.00	98.00	APA002258

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
011	Invoice	09/16/2022	ZUMBA CLASSES FOR AUGUST 2022	0.00	98.00

Account Number	Account Name	Item Description	Distribution Amount
100-1550-7040-0000	RECREATION PROGRAMS	ZUMBA CLASSES FOR AUGUST 2	98.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1424	DIRECTV	09/20/2022	Virtual Payment	0.00	878.07	APA002259

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
035168908X2208	Invoice	09/16/2022	BUILDING UTILITY	0.00	59.44
035168915X2208	Invoice	09/16/2022	BUILDING UTILITY	0.00	93.24
039668521X2209	Invoice	09/16/2022	BUILDING UTILITY	0.00	254.44
045085274X2209	Invoice	09/16/2022	BUILDING UTILITY	0.00	119.44
051553347X2209	Invoice	09/16/2022	BUILDING UTILITY	0.00	65.69
051553389X2208	Invoice	09/16/2022	BUILDING UTILITY	0.00	65.69
057318158X2208	Invoice	09/16/2022	BUILDING UTILITY	0.00	160.69
063515264X2209	Invoice	09/16/2022	BUILDING UTILITY	0.00	59.44

Account Number	Account Name	Item Description	Distribution Amount
100-6000-7010-6060	UTILITIES - 713 W 4TH ST	BUILDING UTILITY	59.44
100-6000-7010-6065	UTILITIES - 550 CALIF AVE	BUILDING UTILITY	93.24
100-6000-7010-6055	UTILITIES - FIRE STATION	BUILDING UTILITY	254.44
100-6000-7010-6040	UTILITIES - POLICE DEPT	BUILDING UTILITY	119.44
100-6000-7070-6025	SPEC DEPT EXP - CITY HAL	BUILDING UTILITY	65.69
100-6000-7010-6028	UTILITIES - CITY HALL BLD	BUILDING UTILITY	65.69
100-6000-7010-6045	UTILITIES - COMMUNITY	BUILDING UTILITY	160.69
100-6000-7010-6041	UTILITIES - POLICE ANNEX	BUILDING UTILITY	59.44

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1445	DUDEK	09/20/2022	Virtual Payment	0.00	4,296.25	APA002260

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Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date	Payment Date / Payable Description / Account Name	Payment Type / Item Description	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
202206248	Invoice	09/16/2022	GROUNDWATER & SURFACE WATER MON		0.00	4,296.25	
	700-4050-7068-0000		CONTRACTUAL SERVICES	GROUNDWATER & SURFACE WA	4,296.25		
3779	EDGAR L ALVAREZ		09/20/2022	Virtual Payment	0.00	2,520.00	APA002261
09/12/22	Invoice	09/16/2022	CONSULTING SERVICES		0.00	2,520.00	
	100-1230-7068-0000		CONTRACTUAL SERVICES	CONSULTING SERVICES	2,520.00		
1499	EVIDENT		09/20/2022	Virtual Payment	0.00	353.77	APA002262
193165B	Invoice	09/16/2022	DEPT SUPPLIES		0.00	108.00	
	100-2050-7070-0000		SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	108.00		
194040A	Invoice	09/16/2022	DEPT SUPPLIES		0.00	203.77	
	100-2050-7070-0000		SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	203.77		
194040B	Invoice	09/16/2022	DEPT SUPPLIES		0.00	42.00	
	100-2050-7070-0000		SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	42.00		
1501	FAIRVIEW FORD		09/20/2022	Virtual Payment	0.00	519.94	APA002263
926538	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	192.85	
	700-4050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	192.85		
927176	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	110.03	
	100-2050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	110.03		
933441	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	42.06	
	750-8300-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	42.06		
C00486	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	175.00	
	700-4050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	175.00		
1518	FLYERS ENERGY		09/20/2022	Virtual Payment	0.00	2,400.90	APA002264
CFS-3118231	Invoice	09/16/2022	FUEL EXPENSE		0.00	2,400.90	
	750-7600-7050-0000		FUEL	FUEL EXPENSE	366.25		
	750-7800-7050-0000		FUEL	FUEL EXPENSE	279.86		
	750-7900-7050-0000		FUEL	FUEL EXPENSE	639.12		
	750-8300-7050-0000		FUEL	FUEL EXPENSE	1,115.67		
1533	FRONTIER COMMUNICATIONS		09/20/2022	Virtual Payment	0.00	4,083.85	APA002265
213-181-1343-03	Invoice	09/16/2022	PHONE UTILITY		0.00	69.47	
	700-4050-7015-0000		TELEPHONE	PHONE UTILITY	69.47		
323-156-8188-02	Invoice	09/16/2022	PHONE UTILITY		0.00	85.98	
	100-1230-7015-6060		TELEPHONE (4th ST YARD	PHONE UTILITY	85.98		
951-197-0624-08	Invoice	09/16/2022	PHONE UTILITY		0.00	252.34	
	100-1230-7015-6040		TELEPHONE (POLICE DPT)	PHONE UTILITY	252.34		
951-197-0835-05	Invoice	09/16/2022	PHONE UTILITY		0.00	800.00	
	700-4050-7015-0000		TELEPHONE	PHONE UTILITY	800.00		
951-197-0863-06	Invoice	09/16/2022	PHONE UTILITY		0.00	357.53	
	700-4050-7015-0000		TELEPHONE	PHONE UTILITY	357.53		
951-769-6032-08	Invoice	09/16/2022	PHONE UTILITY		0.00	70.38	
	100-1230-7015-5400		TELEPHONE - SPORTS PAR	PHONE UTILITY	70.38		

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Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
951-769-8500-01	Invoice	09/16/2022	PHONE UTILITY		0.00	1,510.98	
	100-1230-7015-6040		TELEPHONE (POLICE DPT)	PHONE UTILITY		1,510.98	
951-769-8520-01	Invoice	09/16/2022	PHONE UTILITY		0.00	226.38	
	100-1230-7015-6025		TELEPHONE (CITY HALL)	PHONE UTILITY		226.38	
951-769-8530-06	Invoice	09/16/2022	PHONE UTILITY		0.00	238.62	
	750-7000-7015-0000		TELEPHONE	PHONE UTILITY		238.62	
951-769-8533-09	Invoice	09/16/2022	PHONE UTILITY		0.00	53.77	
	750-7300-7015-0000		TELEPHONE	PHONE UTILITY		53.77	
951-769-8537-03	Invoice	09/16/2022	PHONE UTILITY		0.00	114.12	
	100-1230-7015-6060		TELEPHONE (4th ST YARD	PHONE UTILITY		114.12	
951-769-8538-06	Invoice	09/16/2022	PHONE UTILITY		0.00	103.44	
	100-1230-7015-5500		TELEPHONE - STEWART P	PHONE UTILITY		103.44	
951-769-8539-04	Invoice	09/16/2022	PHONE UTILITY		0.00	200.84	
	100-1230-7015-6045		TELEPHONE (COMM CTR)	PHONE UTILITY		200.84	
1553	GALLS INC.		09/20/2022	Virtual Payment	0.00	1,758.57	APA002266
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
BC1692392	Invoice	09/16/2022	EMPLOYEE UNIFORMS		0.00	836.28	
	100-2050-7065-0000		CITY UNIFORMS	EMPLOYEE UNIFORMS		836.28	
BC1701075	Invoice	09/16/2022	EMPLOYEE UNIFORMS		0.00	922.29	
	100-2050-7065-0000		CITY UNIFORMS	EMPLOYEE UNIFORMS		922.29	
4378	GEORGE HILLS COMPANY, INC		09/20/2022	Virtual Payment	0.00	353.46	APA002267
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
INV1023766	Invoice	09/16/2022	SUBROGATION RECOVERY FEE		0.00	353.46	
	100-1240-7081-0000		CLAIM COSTS	SUBROGATION RECOVERY FEE		353.46	
1577	GOPHER PATROL		09/20/2022	Virtual Payment	0.00	5,000.00	APA002268
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
9374768 CHECK 2	Invoice	09/16/2022	PROFESSIONAL SERVICES		0.00	2,500.00	
	100-6050-7068-5400		CONTRACT SVC - SPORTS	PROFESSIONAL SERVICES		2,500.00	
9444384 CHECK 2	Invoice	09/16/2022	PROFESSIONAL SERVICES		0.00	1,250.00	
	100-6050-7068-5600		CONTRACT SVC - TREVIN	PROFESSIONAL SERVICES		1,250.00	
9444391 CHECK 2	Invoice	09/16/2022	PROFESSIONAL SERVICES		0.00	1,250.00	
	100-6050-7068-5200		CONTRACTUAL SVC, PARK	PROFESSIONAL SERVICES		1,250.00	
1579	GOSCH		09/20/2022	Virtual Payment	0.00	125.00	APA002269
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
1046965	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	125.00	
	100-2050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		125.00	
1603	HACH COMPANY		09/20/2022	Virtual Payment	0.00	576.20	APA002270
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
13213724	Invoice	09/16/2022	WWTP EQUIP/MAINT/SUPPLIES		0.00	232.26	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES	WWTP EQUIP/MAINT/SUPPLIES		232.26	
13223759	Invoice	09/16/2022	WWTP EQUIP/MAINT/SUPPLIES		0.00	343.94	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES	WWTP EQUIP/MAINT/SUPPLIES		343.94	
3515	HD SUPPLY FACILITIES MAINTENANCE LTD		09/20/2022	Virtual Payment	0.00	4,523.93	APA002271

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
	Account Number	Account Name		Item Description	Distribution Amount		
091441	Invoice	09/16/2022	WWTP DEPT SUPPLIES		0.00	1,080.30	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES		WWTP DEPT SUPPLIES	1,080.30		
092774	Invoice	09/16/2022	WWTP DEPT SUPPLIES		0.00	839.68	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES		WWTP DEPT SUPPLIES	839.68		
092934	Invoice	09/16/2022	WWTP DEPT SUPPLIES		0.00	2,056.10	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES		WWTP DEPT SUPPLIES	2,056.10		
092938	Invoice	09/16/2022	WWTP DEPT SUPPLIES		0.00	185.53	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES		WWTP DEPT SUPPLIES	185.53		
095904	Invoice	09/16/2022	WWTP DEPT SUPPLIES		0.00	362.32	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES		WWTP DEPT SUPPLIES	362.32		
1612	HEARD'S INVESTIGATIONS AND POLYGRAPH LL		09/20/2022	Virtual Payment	0.00	1,400.00	APA002272
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
7679	Invoice	09/16/2022	HIRING COSTS		0.00	1,400.00	
	100-1240-6050-0000	RECRUITMENT AND HIRI		HIRING COSTS	1,400.00		
3572	HECTOR ALVARADO		09/20/2022	Virtual Payment	0.00	180.00	APA002273
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
1812	Invoice	09/16/2022	Bus Wash and Detail		0.00	180.00	
	750-7400-7068-0000	CONTRACTUAL EXPENSES		Bus Wash and Detail	60.00		
	750-7800-7068-0000	CONTRACTUAL SERVICES		Bus Wash and Detail	60.00		
	750-8300-7068-0000	CONTRACTUAL SERVICES		Bus Wash and Detail	60.00		
1628	HINDERLITER, de LLAMAS, & ASSOC		09/20/2022	Virtual Payment	0.00	1,330.03	APA002274
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
SIN021044	Invoice	09/16/2022	CONTRACT SERVICES - SALES TAX JUL-SEP		0.00	1,330.03	
	100-1230-7071-0000	SOFTWARE		CONTRACT SERVICES - SALES TA	1,330.03		
1643	HUNTINGTON COURT REPORTERS & TRANSCRI		09/20/2022	Virtual Payment	0.00	531.64	APA002275
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
34755	Invoice	09/16/2022	PROFESSIONAL SERVICES		0.00	262.18	
	100-2050-7068-0000	CONTRACTUAL SERVICES		PROFESSIONAL SERVICES	262.18		
34781	Invoice	09/16/2022	PROFESSIONAL SERVICES		0.00	269.46	
	100-2050-7068-0000	CONTRACTUAL SERVICES		PROFESSIONAL SERVICES	269.46		
3536	INLAND EMPIRE DRIVELINE SERVICE		09/20/2022	Virtual Payment	0.00	1,182.17	APA002276
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
174886	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	1,182.17	
	750-7900-7037-0000	VEHICLE MAINTENANCE		VEHICLE MAINTENANCE	1,182.17		
1675	INTERNATIONAL CODE COUNCIL, INC		09/20/2022	Virtual Payment	0.00	85.00	APA002277
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
1001547103	Invoice	09/16/2022	DEPT SUPPLIES		0.00	85.00	
	100-2150-7070-0000	SPECIAL DEPT SUPPLIES		DEPT SUPPLIES	85.00		
4452	JULIA STOCKMAN		09/20/2022	Virtual Payment	0.00	210.00	APA002278
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
010	Invoice	09/16/2022	BALLET CLASSES FOR AUGUST 2022		0.00	210.00	
	100-1550-7040-0000	RECREATION PROGRAMS		BALLET CLASSES FOR AUGUST 2	210.00		

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1806	KONICA MINOLTA PREMIER FINANCE	09/20/2022	Virtual Payment	0.00	4,330.28	APA002279

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
481055358	Invoice	09/16/2022	PRINTER RENTAL AND SERVICES	0.00	4,218.88
	100-1230-7075-6025	EQUIPMENT LEASING/RE	PRINTER RENTAL AND SERVICES	1,063.32	
	100-1230-7075-6026	EQUIPMENT LEASING/RE	PRINTER RENTAL AND SERVICES	363.65	
	100-1230-7075-6040	EQUIPMENT LEASING/RE	PRINTER RENTAL AND SERVICES	1,186.96	
	100-1230-7075-6041	EQUIPMENT LEASING/RE	PRINTER RENTAL AND SERVICES	367.71	
	700-4050-7075-0000	EQUIPMENT LEASING/RE	PRINTER RENTAL AND SERVICES	597.91	
	750-7000-7075-0000	EQUIPMENT LEASING/RE	PRINTER RENTAL AND SERVICES	639.33	
481258002	Invoice	09/16/2022	EQUIPMENT RENTAL	0.00	111.40
	100-1230-7075-6026	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL	77.98	
	700-4050-7075-0000	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL	33.42	

1847	LEE'S AUTO BODY	09/20/2022	Virtual Payment	0.00	2,868.33	APA002280

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
4383	Invoice	09/16/2022	VEHICLE MAINTENANCE	0.00	2,868.33
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	2,868.33	

1857	LIEBERT CASSIDY WHITMORE	09/20/2022	Virtual Payment	0.00	5,981.12	APA002281

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
224619	Invoice	09/16/2022	LEGAL SERVICES	0.00	5,981.12
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	5,981.12	

4396	LPA INC	09/20/2022	Virtual Payment	0.00	12,612.50	APA002282

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
105101	Invoice	09/16/2022	PD FEASIBILITY STUDY	0.00	12,612.50
	500-0000-7068-0000	CONTRACTUAL SERVICE	PD FEASIBILITY STUDY	12,612.50	

1916	MARK THOMAS & COMPANY, INC	09/20/2022	Virtual Payment	0.00	2,505.92	APA002283

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
44493	Invoice	09/16/2022	REVISED TRAFFIC ANALYSIS FOR POTRERO	0.00	2,505.92
	500-0000-7068-0000	CONTRACTUAL SERVICE	REVISED TRAFFIC ANALYSIS FOR	2,505.92	

4729	MARTHA VIGIL	09/20/2022	Virtual Payment	0.00	40.00	APA002284

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
RCT R01261598	Invoice	09/16/2022	DEPOSIT REFUND	0.00	40.00
	100-0000-4591-0000	PARKS RENTAL	DEPOSIT REFUND	40.00	

3541	MISSION PROPERTY ADVISORS, INC	09/20/2022	Virtual Payment	0.00	4,000.00	APA002285

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
2755	Invoice	09/16/2022	PROFESSIONAL SERVICES	0.00	4,000.00
	100-1200-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	4,000.00	

2892	MOFFATT & NICHOL	09/20/2022	Virtual Payment	0.00	125.00	APA002286

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
00771699	Invoice	09/16/2022	ENVIROMENTAL DOC SERVICES FOR PENN	0.00	125.00
	500-0000-7068-0000	CONTRACTUAL SERVICE	ENVIROMENTAL DOC SERVICES	125.00	

1965	MORITZ EMBROIDERY WORKS	09/20/2022	Virtual Payment	0.00	718.13	APA002287

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date	Payment Date / Payable Description / Account Name	Payment Type / Item Description	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
249016	Invoice	09/16/2022	EMPLOYEE UNIFORMS		0.00	718.13	
	100-2050-7065-0000		CITY UNIFORMS	EMPLOYEE UNIFORMS		718.13	
1984	NAPA AUTO PARTS		09/20/2022	Virtual Payment	0.00	1,158.58	APA002288
185785	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	679.57	
	750-8200-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		679.57	
185802	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	16.12	
	100-3250-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		16.12	
185863	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	16.12	
	100-3250-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		16.12	
185992	Credit Memo	09/16/2022	VEHICLE MAINTENANCE		0.00	-155.16	
	750-8200-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-155.16	
186017	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	5.92	
	750-7800-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		5.92	
186024	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	158.92	
	100-2050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		158.92	
186123	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	378.77	
	100-2050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		378.77	
186142	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	20.11	
	750-7600-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		20.11	
186284	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	25.83	
	750-8300-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		25.83	
186540	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	12.38	
	750-7300-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		12.38	
1317	OCCUPATIONAL HEALTH CENTERS		09/20/2022	Virtual Payment	0.00	240.00	APA002289
76494406	Invoice	09/16/2022	HIRING COSTS		0.00	240.00	
	100-1240-6050-0000		RECRUITMENT AND HIRI	HIRING COSTS		195.00	
	100-2050-6019-0000		FIRST AID	HIRING COSTS		45.00	
2009	O'REILLY AUTO PARTS		09/20/2022	Virtual Payment	0.00	2,405.79	APA002290
2678-449756	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	11.85	
	100-6050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		11.85	
2678-453626	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	234.90	
	100-6050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		234.90	
2678-457279	Invoice	09/16/2022	EQUIPMENT MAINTENANCE		0.00	10.76	
	100-6050-7090-0000		EQUIP SUPPLIES/MAINT	EQUIPMENT MAINTENANCE		10.76	
2678-457654	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	97.51	
	100-6050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		97.51	
2678-458384	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	267.96	
	100-6050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		267.96	
2678-458560	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	31.24	
	100-6050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		31.24	
2678-458571	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	294.70	
	750-7600-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		294.70	
2678-458690	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	147.62	
	750-8300-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		147.62	

Item 2.

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2678-458834	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	111.47	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		111.47		
2678-458885	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	23.33	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		23.33		
2678-459033 09/	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	50.79	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		50.79		
2678-459045	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	81.65	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		81.65		
2678-459429	Credit Memo	09/16/2022	VEHICLE MAINTENANCE		0.00	-22.00	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-22.00		
2678-459588	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	100.85	
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		100.85		
2678-460037	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	217.13	
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		217.13		
2678-460040	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	18.94	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		18.94		
2678-460043	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	75.40	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		75.40		
2678-460106	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	202.12	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		202.12		
2678-460217	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	189.72	
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		189.72		
2678-460377	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	13.57	
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		13.57		
2678-460522	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	246.28	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		246.28		
4170	PACIFIC STAR CHEMICAL, LLC		09/20/2022	Virtual Payment	0.00	16,443.62	APA002291
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
232747	Invoice	09/16/2022	CHEMICAL SUPPLIES FOR WWTP		0.00	16,443.62	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES		CHEMICAL SUPPLIES FOR WWT	16,443.62		
2039	PARKHOUSE TIRE, INC.		09/20/2022	Virtual Payment	0.00	594.36	APA002292
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
2030216780	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	203.00	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		203.00		
2030217792	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	109.50	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		109.50		
2030218161	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	281.86	
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		281.86		
2871	PARTS AUTHORITY METRO LLC		09/20/2022	Virtual Payment	0.00	98.69	APA002293
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
062-276104	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	80.37	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		80.37		
062-399184	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	18.32	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		18.32		
2072	POLYDYNE, INC.		09/20/2022	Virtual Payment	0.00	16,929.42	APA002294

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
1672533	Invoice	09/16/2022	CHEMICALS & SUPPLIES		0.00	16,929.42	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	CHEMICALS & SUPPLIES		16,929.42		
3455	PRISTINE UNIFORMS, LLC		09/20/2022	Virtual Payment	0.00	4,294.14	APA002295
12165	Invoice	09/16/2022	EMPLOYEE UNIFORMS		0.00	1,585.82	
	100-2050-7065-0000	CITY UNIFORMS	EMPLOYEE UNIFORMS		1,585.82		
12180	Invoice	09/16/2022	EMPLOYEE UNIFORMS		0.00	798.82	
	100-2050-7065-0000	CITY UNIFORMS	EMPLOYEE UNIFORMS		798.82		
12202	Invoice	09/16/2022	EMPLOYEE UNIFORMS		0.00	975.50	
	100-2050-7065-0000	CITY UNIFORMS	EMPLOYEE UNIFORMS		975.50		
41	Invoice	09/16/2022	EMPLOYEE UNIFORMS		0.00	934.00	
	100-2050-7065-0000	CITY UNIFORMS	EMPLOYEE UNIFORMS		934.00		
3652	PRUDENTIAL OVERALL SUPPLY		09/20/2022	Virtual Payment	0.00	647.21	APA002296
23347367	Invoice	09/16/2022	Building/Grounds uniforms		0.00	95.44	
	100-6050-7065-0000	CITY UNIFORMS	Building/Grounds uniforms		95.44		
23369091	Invoice	09/16/2022	Building/Grounds uniforms		0.00	90.87	
	100-6050-7065-0000	CITY UNIFORMS	Building/Grounds uniforms		90.87		
23373768	Invoice	09/16/2022	Building/Grounds uniforms		0.00	90.87	
	100-6050-7065-0000	CITY UNIFORMS	Building/Grounds uniforms		90.87		
23376655	Invoice	09/16/2022	Uniform Rental and Cleaning		0.00	145.37	
	750-7100-7065-0000	UNIFORMS	Uniform Rental and Cleaning		13.07		
	750-7400-7065-0000	UNIFORMS	Uniform Rental and Cleaning		29.82		
	750-7600-7065-0000	UNIFORMS	Uniform Rental and Cleaning		28.44		
	750-7800-7065-0000	UNIFORMS	Uniform Rental and Cleaning		13.65		
	750-7900-7065-0000	UNIFORMS	Uniform Rental and Cleaning		18.98		
	750-8100-7065-0000	UNIFORMS	Uniform Rental and Cleaning		15.81		
	750-8200-7065-0000	UNIFORMS	Uniform Rental and Cleaning		7.51		
	750-8300-7065-0000	UNIFORMS	Uniform Rental and Cleaning		18.09		
23376692	Invoice	09/16/2022	Uniform Rental and Cleaning		0.00	54.91	
	750-7300-7065-0000	UNIFORMS	Uniform Rental and Cleaning		54.91		
23376715	Invoice	09/16/2022	Building/Grounds uniforms		0.00	90.87	
	100-6050-7065-0000	CITY UNIFORMS	Building/Grounds uniforms		90.87		
23376722	Invoice	09/16/2022	WW - Prudential Uniforms		0.00	78.88	
	700-4050-7065-0000	UNIFORMS	WW - Prudential Uniforms		78.88		
4383	PUBLIC TRUST ADVISORS, LLC		09/20/2022	Virtual Payment	0.00	3,664.23	APA002297
276072	Invoice	09/16/2022	Investment Advisor Services		0.00	1,807.93	
	100-1225-7068-0000	CONTRACTUAL SERVICES	Investment Advisor Services		1,807.93		
279251	Invoice	09/16/2022	Investment Advisor Services		0.00	1,856.30	
	100-1225-7068-0000	CONTRACTUAL SERVICES	Investment Advisor Services		1,856.30		
2091	PURCHASE POWER-1183		09/20/2022	Virtual Payment	0.00	503.50	APA002298
8000-9000-0779-	Invoice	09/16/2022	POSTAGE		0.00	503.50	
	100-2050-7025-0000	OFFICE SUPPLIES	POSTAGE		503.50		
2098	QUILL CORPORATON		09/20/2022	Virtual Payment	0.00	932.46	APA002299

Item 2.

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
	Account Number		Account Name	Item Description	Distribution Amount		
26931588	Invoice	09/16/2022	OFFICE SUPPLIES		0.00	106.04	
	100-1200-7025-0000		OFFICE SUPPLIES	OFFICE SUPPLIES	106.04		
27054944	Invoice	09/16/2022	OFFICE SUPPLIES		0.00	579.74	
	100-1200-7025-0000		OFFICE SUPPLIES	OFFICE SUPPLIES	139.14		
	100-1230-7090-0000		EQUIP SUPPLIES/MAINT	OFFICE SUPPLIES	440.60		
27089444	Invoice	09/16/2022	EQUIPMENT MAINTENANCE		0.00	173.43	
	100-1230-7090-0000		EQUIP SUPPLIES/MAINT	EQUIPMENT MAINTENANCE	173.43		
27219479	Invoice	09/16/2022	OFFICE SUPPLIES		0.00	73.25	
	750-7000-7025-0000		OFFICE SUPPLIES	OFFICE SUPPLIES	73.25		
2104	RAMONA HUMANE SOCIETY INC		09/20/2022	Virtual Payment	0.00	4,089.29	APA002300
COB08312 08/31	Invoice	09/16/2022	Ramona Humane Society Sheltering Servi		0.00	4,089.29	
	100-2000-7068-0000		CONTRACTUAL SERVICES	Ramona Humane Society Shelte	4,089.29		
1113	RYAN M. WESTBROOK INC		09/20/2022	Virtual Payment	0.00	36.00	APA002301
787108	Invoice	09/16/2022	ANIMAL CARE SERVICES		0.00	18.00	
	100-2000-7068-0000		CONTRACTUAL SERVICES	ANIMAL CARE SERVICES	18.00		
787333	Invoice	09/16/2022	ANIMAL CARE SERVICES		0.00	18.00	
	100-2000-7068-0000		CONTRACTUAL SERVICES	ANIMAL CARE SERVICES	18.00		
4728	SANDY PENA		09/20/2022	Virtual Payment	0.00	40.00	APA002302
RCT R01250581	Invoice	09/16/2022	DEPOSIT REFUND		0.00	40.00	
	100-0000-4591-0000		PARKS RENTAL	DEPOSIT REFUND	40.00		
4613	SARA ONTIVEROS		09/20/2022	Virtual Payment	0.00	126.00	APA002303
001	Invoice	09/16/2022	POUND CLASSES FOR AUGUST 2022		0.00	126.00	
	100-1550-7040-0000		RECREATION PROGRAMS	POUND CLASSES FOR AUGUST 2	126.00		
2257	SCOTT FAZEKAS & ASSOCIATES, INC.		09/20/2022	Virtual Payment	0.00	18,515.45	APA002304
22103	Invoice	09/16/2022	Scott Fazekas Associates, Inc.		0.00	18,515.45	
	100-2150-7063-0000		PLAN CHECK FEES	Scott Fazekas Associates, Inc.	18,515.45		
4421	SGH ARCHITECTS		09/20/2022	Virtual Payment	0.00	6,750.00	APA002305
3044	Invoice	09/16/2022	ISFB-02 SPRINKLER SYSTEM - ARCHITECTU		0.00	6,750.00	
	500-0000-8014-0000		BUILDING IMPROVEMEN	ISFB-02 SPRINKLER SYSTEM - AR	6,750.00		
2281	SHRED-IT		09/20/2022	Virtual Payment	0.00	913.81	APA002306
8002048695	Invoice	09/16/2022	PROFESSIONAL SERVICES		0.00	457.74	
	100-1200-7068-0000		CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	107.10		
	100-2000-7025-0000		OFFICE SUPPLIES	PROFESSIONAL SERVICES	16.19		
	100-2050-7025-0000		OFFICE SUPPLIES	PROFESSIONAL SERVICES	307.69		
	750-7000-7070-0000		SPECIAL DEPT SUPPLIES	PROFESSIONAL SERVICES	26.76		
8002238396	Invoice	09/16/2022	PROFESSIONAL SERVICES		0.00	456.07	

Item 2.

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-1200-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		106.75	
	100-2000-7025-0000	OFFICE SUPPLIES	PROFESSIONAL SERVICES		16.13	
	100-2050-7025-0000	OFFICE SUPPLIES	PROFESSIONAL SERVICES		306.51	
	750-7000-7070-0000	SPECIAL DEPT SUPPLIES	PROFESSIONAL SERVICES		26.68	
3260	SITEONE LANDSCAPE SUPPLY, LLC	09/20/2022	Virtual Payment	0.00	10.33	APA002307
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
122522060-001	Invoice	09/16/2022	Irrigation and parts for parks and landsca	0.00	10.33	
	100-6050-7070-0000	SPECIAL DEPT SUPPLIES	Irrigation and parts for parks an	10.33		
2309	SOUTH COAST AQMD	09/20/2022	Virtual Payment	0.00	1,089.37	APA002308
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
4046888	Invoice	09/16/2022	ANNUAL RENEWAL FEES	0.00	937.52	
	100-6000-7022-6025	HEALTH PERMIT - CITY HA	ANNUAL RENEWAL FEES	468.76		
	750-7000-7053-0000	PERMITS, FEES AND LICE	ANNUAL RENEWAL FEES	468.76		
4048288	Invoice	09/16/2022	EMISSIONS FEES	0.00	151.85	
	100-6000-7022-6025	HEALTH PERMIT - CITY HA	EMISSIONS FEES	151.85		
2382	T MOBILE	09/20/2022	Virtual Payment	0.00	150.00	APA002309
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9498913730	Invoice	09/16/2022	PHONE SERVICES	0.00	25.00	
	100-2050-7030-0000	DUES & SUBSCRIPTIONS	PHONE SERVICES	25.00		
9505396343	Invoice	09/16/2022	PHONE SERVICES	0.00	125.00	
	100-2050-7030-0000	DUES & SUBSCRIPTIONS	PHONE SERVICES	125.00		
2405	THE COUNSELING TEAM	09/20/2022	Virtual Payment	0.00	2,575.00	APA002310
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
83091	Invoice	09/16/2022	HIRING COSTS	0.00	300.00	
	100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COSTS	300.00		
83332	Invoice	09/16/2022	HIRING COSTS	0.00	325.00	
	100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COSTS	325.00		
83337	Invoice	09/16/2022	HIRING COSTS	0.00	325.00	
	100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COSTS	325.00		
83338	Invoice	09/16/2022	HIRING COSTS	0.00	300.00	
	100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COSTS	300.00		
83367	Invoice	09/16/2022	HIRING COSTS	0.00	325.00	
	100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COSTS	325.00		
83477	Invoice	09/16/2022	PROFESSIONAL SERVICES	0.00	1,000.00	
	100-1240-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	1,000.00		
2407	THE GAS COMPANY	09/20/2022	Virtual Payment	0.00	1,246.93	APA002311
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
03822937417 09/	Invoice	09/16/2022	GAS UTILITY	0.00	21.39	
	100-6000-7010-6041	UTILITIES - POLICE ANNEX	GAS UTILITY	21.39		
05789544425 09/	Invoice	09/16/2022	GAS UTILITY	0.00	119.01	
	100-6000-7010-6045	UTILITIES - COMMUNITY	GAS UTILITY	119.01		
12604948096 09/	Invoice	09/16/2022	GAS UTILITY	0.00	1,091.30	
	700-4050-7010-0000	UTILITIES	GAS UTILITY	1,091.30		
15592230625 09/	Invoice	09/16/2022	GAS UTILITY	0.00	15.23	
	100-6000-7010-6070	UTILITIES - 500 GRACE AV	GAS UTILITY	15.23		
2416	THE PRESS-ENTERPRISE	09/20/2022	Virtual Payment	0.00	1,454.96	APA002312

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
0011552365	Invoice	09/16/2022	ADVERTISING		0.00	823.68	
	100-1350-7020-0000	ADVERTISING	ADVERTISING		823.68		
0011553385	Invoice	09/16/2022	ADVERTISING		0.00	262.08	
	100-1350-7020-0000	ADVERTISING	ADVERTISING		262.08		
0011555108	Invoice	09/16/2022	ADVERTISING		0.00	369.20	
	100-1150-7020-0000	ADVERTISING	ADVERTISING		369.20		
4267	THERESA MICHEL INVESTIGATIONS		09/20/2022	Virtual Payment	0.00	1,800.00	APA002313
2022-7	Invoice	09/16/2022	HIRING COSTS		0.00	300.00	
	100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COSTS		300.00		
2022-8	Invoice	09/16/2022	HIRING COSTS		0.00	1,500.00	
	100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COSTS		1,500.00		
4692	THORWORKS INDUSTRIES		09/20/2022	Virtual Payment	0.00	22,465.28	APA002314
69294	Invoice	09/16/2022	STREET REPAIR SUPPLIES FOR CIP R-06		0.00	11,392.90	
	500-0000-8030-0000	INFRASTRUCTURE IMPRO	STREET REPAIR SUPPLIES FOR CI		11,392.90		
69533	Invoice	09/16/2022	PAVEMENT PRODUCTS		0.00	11,072.38	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	PAVEMENT PRODUCTS		11,072.38		
2430	TIME WARNER CABLE		09/20/2022	Virtual Payment	0.00	3,023.71	APA002315
0013594082022	Invoice	09/16/2022	PHONE UTILITY		0.00	151.67	
	100-1230-7015-6040	TELEPHONE (POLICE DPT)	PHONE UTILITY		151.67		
0014188082022	Invoice	09/16/2022	PHONE UTILITY		0.00	55.14	
	100-1230-7015-6055	TELEPHONE (MAPLE AVE)	PHONE UTILITY		55.14		
0241971082522	Invoice	09/16/2022	PHONE UTILITY		0.00	2,816.90	
	100-1230-7015-6025	TELEPHONE (CITY HALL)	PHONE UTILITY		2,816.90		
3265	TOWNSEND PUBLIC AFFAIRS, INC		09/20/2022	Virtual Payment	0.00	2,000.00	APA002316
18912	Invoice	09/16/2022	CONSULTING SERVICES		0.00	2,000.00	
	100-1200-7068-0000	CONTRACTUAL SERVICES	CONSULTING SERVICES		2,000.00		
2449	TRANS/AIR MANUFACTURING CORP		09/20/2022	Virtual Payment	0.00	412.96	APA002317
000007012	Invoice	09/16/2022	VEHICLE MAINTENANCE		0.00	412.96	
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		412.96		
2456	TURF STAR, INC.		09/20/2022	Virtual Payment	0.00	2,338.86	APA002318
7241231-01	Invoice	09/16/2022	EQUIPMENT MAINTENANCE		0.00	2,338.86	
	100-6050-7090-5999	EQUIP SUPPLIES/MAINT -	EQUIPMENT MAINTENANCE		2,338.86		
2457	TYLER WORKS - TECHNOLOGIES		09/20/2022	Virtual Payment	0.00	602.50	APA002319
025-391252	Invoice	09/16/2022	SOFTWARE		0.00	50.00	
	100-1230-7071-0000	SOFTWARE	SOFTWARE		50.00		

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
025-392430	Invoice	09/16/2022	SOFTWARE		0.00	390.00	
	100-1230-7071-0000	SOFTWARE		SOFTWARE	390.00		
025-392930	Invoice	09/16/2022	SOFTWARE		0.00	162.50	
	100-1230-7071-0000	SOFTWARE		SOFTWARE	162.50		
2460	ULINE		09/20/2022	Virtual Payment	0.00	278.22	APA002320
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
152775059	Invoice	09/16/2022	DEPT SUPPLIES		0.00	278.22	
	100-2050-7070-0000	SPECIAL DEPT SUPPLIES		DEPT SUPPLIES	278.22		
2472	UPS		09/20/2022	Virtual Payment	0.00	24.80	APA002321
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
000087R790352	Invoice	09/16/2022	OFFICE SUPPLIES		0.00	24.80	
	100-1230-7025-0000	OFFICE SUPPLIES		OFFICE SUPPLIES	24.80		
2484	VERIZON		09/20/2022	Virtual Payment	0.00	3,305.06	APA002322
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
9914206936	Invoice	09/16/2022	PHONE UTILITY		0.00	3,100.84	
	100-1230-7015-0000	TELEPHONE		PHONE UTILITY - PD AIR CARDS	3,100.84		
9914424863	Invoice	09/16/2022	IPADS - 1550		0.00	76.02	
	100-1230-7015-0000	TELEPHONE		IPADS - 1550	76.02		
9914424864	Invoice	09/16/2022	IPADS - 3100		0.00	76.02	
	100-1230-7015-0000	TELEPHONE		IPADS - 3100	76.02		
9914424865	Invoice	09/16/2022	IPADS 1550/6050		0.00	52.18	
	100-1230-7015-0000	TELEPHONE		IPADS 1550/6050	52.18		
2484	VERIZON		09/20/2022	Virtual Payment	0.00	2,266.62	APA002323
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
Z8422360	Invoice	09/16/2022	PHONE UTILITY		0.00	1,150.49	
	100-1230-7015-6040	TELEPHONE (POLICE DPT)		PHONE UTILITY	1,150.49		
Z8422420	Invoice	09/16/2022	PHONE UTILITY		0.00	1,116.13	
	700-4050-7015-0000	TELEPHONE		PHONE UTILITY	1,116.13		
3422	WAXIE SANITARY SUPPLY		09/20/2022	Virtual Payment	0.00	1,201.88	APA002324
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
81132565	Invoice	09/16/2022	OFFICE SUPPLIES		0.00	267.92	
	750-7000-7025-0000	OFFICE SUPPLIES		OFFICE SUPPLIES	267.92		
81142308	Invoice	09/16/2022	DEPT SUPPLIES		0.00	823.41	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR		DEPT SUPPLIES	823.41		
81148871	Invoice	09/16/2022	DEPT SUPPLIES		0.00	29.06	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR		DEPT SUPPLIES	29.06		
81152080	Invoice	09/16/2022	OFFICE SUPPLIES		0.00	52.43	
	750-7000-7025-0000	OFFICE SUPPLIES		OFFICE SUPPLIES	52.43		
81155484	Invoice	09/16/2022	DEPT SUPPLIES		0.00	29.06	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR		DEPT SUPPLIES	29.06		
2540	WESTERN RIVERSIDE COUNTY REGIONAL CONS		09/20/2022	Virtual Payment	0.00	39,080.80	APA002325
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
2017-028	Invoice	09/16/2022	MSHCP FEE FOR FIRE STATION 106 @ 200		0.00	39,080.80	
	500-0000-7068-0000	CONTRACTUAL SERVICE		MSHCP FEE FOR FIRE STATION 1	39,080.80		
2540	WESTERN RIVERSIDE COUNTY REGIONAL CONS		09/20/2022	Virtual Payment	0.00	177,615.00	APA002326

Check Report

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Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
	Account Number		Account Name	Item Description	Distribution Amount		
AUGUST 2022	Invoice	09/16/2022	MSHCP FEES		0.00	177,615.00	
	570-0000-2005-0000		DUE TO WRCRCA (MSHCP	MSHCP FEES	177,615.00		
2546	WILLDAN ENGINEERING		09/20/2022	Virtual Payment	0.00	19,890.00	APA002327
002-27327	Invoice	09/16/2022	Contract Inspection Services		0.00	19,890.00	
	100-2150-7067-0000		INSPECTIONS	Contract Inspection Services	19,890.00		
2911	WILMINGTON TRUST, N.A.		09/20/2022	Virtual Payment	0.00	10,000.00	APA002328
20220807-10134	Invoice	09/16/2022	136800-000 BEAUMONT CFD 93-1 IA11 1		0.00	1,500.00	
	250-0000-7051-0000		TRUSTEE FEES	136800-000 BEAUMONT CFD 93	1,500.00		
20220807-10135	Invoice	09/16/2022	136799-000 BEAUMONT CFD 93-1 IA10A		0.00	1,500.00	
	250-0000-7051-0000		TRUSTEE FEES	136799-000 BEAUMONT CFD 93	1,500.00		
20220807-10136	Invoice	09/16/2022	136798-000 BEAUMONT CFD 93-1 IA9 20		0.00	1,500.00	
	250-0000-7051-0000		TRUSTEE FEES	136798-000 BEAUMONT CFD 93	1,500.00		
20220807-10149	Invoice	09/16/2022	136806-000 BEAUMONT CFD 16-2 2019 S		0.00	2,000.00	
	250-0000-7051-0000		TRUSTEE FEES	136806-000 BEAUMONT CFD 16	2,000.00		
20220807-10150	Invoice	09/16/2022	136797-000 BEAUMONT CFD 93-1 IA3 20		0.00	1,500.00	
	250-0000-7051-0000		TRUSTEE FEES	136797-000 BEAUMONT CFD 93	1,500.00		
20220812-11197	Invoice	09/16/2022	142528-000 SPECIAL TAX FUND		0.00	2,000.00	
	250-0000-7051-0000		TRUSTEE FEES	142528-000 SPECIAL TAX FUND	2,000.00		
3101	WRCOG		09/20/2022	Virtual Payment	0.00	383,952.00	APA002329
AUGUST 2022	Invoice	09/16/2022	TUMF FEES		0.00	383,952.00	
	570-0000-2010-0000		DUE TO WRCOG (TUMF)	TUMF FEES	383,952.00		
3457	ZONAR SYSTEMS		09/20/2022	Virtual Payment	0.00	621.00	APA002330
SI564780	Invoice	09/16/2022	Zonar- Electronic Inspection		0.00	621.00	
	750-7100-7071-0000		SOFTWARE	Zonar- Electronic Inspection	81.00		
	750-7400-7071-0000		SOFTWARE	Zonar- Electronic Inspection	108.00		
	750-7600-7071-0000		SOFTWARE	Zonar- Electronic Inspection	135.00		
	750-7800-7071-0000		SOFTWARE	Zonar- Electronic Inspection	81.00		
	750-7900-7071-0000		SOFTWARE	Zonar- Electronic Inspection	54.00		
	750-8100-7071-0000		SOFTWARE	Zonar- Electronic Inspection	54.00		
	750-8200-7071-0000		SOFTWARE	Zonar- Electronic Inspection	27.00		
	750-8300-7071-0000		SOFTWARE	Zonar- Electronic Inspection	81.00		

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	6	6	0.00	210,442.34
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
Virtual Payments	252	102	0.00	906,147.51
	258	**108**	**0.00**	**1,116,589.85**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	6	6	0.00	210,442.34
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
Virtual Payments	252	102	0.00	906,147.51
	258	**108**	**0.00**	**1,116,589.85**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	9/2022	1,116,589.85
			1,116,589.85

Staff Report

TO: City Council

FROM: Robert L. Vestal, Assistant Public Works Director

DATE October 4, 2022

SUBJECT: **Accept Public Improvements and Exonerate Maintenance Bond**

Background and Analysis:

The City requires all developers to provide construction security for public improvements consisting of, but not limited to, street improvements, sewer improvements, storm drain improvements, and survey monumentation. After the improvements are constructed, City staff verifies that no liens have been filed, that the improvements are completed in accordance with the project's conditions of approval, design standards and City requirements, and that all punchlist items have been addressed. Once verified, City Council may exonerate the construction security and accept a one-year maintenance security.

During the one-year maintenance period, the developer maintains all associated improvements. After the one-year term has elapsed, the developer may petition to City Council to accept the improvements into the publicly maintained system and exonerate the maintenance security.

After the petition is received by the Public Works Department, City staff verifies that the previously constructed improvements have been maintained in accordance with City standards. Maintenance includes replacing defective materials, repairing defective craftsmanship, replacing missing components, repairing or replacing damaged finishes and surfaces, and repairing any other deficiencies.

The principals are requesting that the public improvements listed in table No. 1 be accepted and respective maintenance bonds exonerated.

City staff has verified that the improvements were maintained in accordance with City standards and that all punch list items had been addressed.

Table No. 1 – Summary of Public Improvements to be Accepted.

Project	Maintenance Bond Number	Improvement Value	Improvement	File Number	Principal
Tract Map No. 31469-1	929568702-M	$2,403,354	Street	2026	Pardee Homes
Tract Map No. 37426	0216989	$154,658	Sewer	3198	Tri Pointe Homes IE-SD, Inc. formerly known as Pardee Homes

Fiscal Impact:

The cost of preparing the staff report is estimated to be $350. The approximate value of general government assets being accepted is $2,403,354 and the approximate value of sewer assets being accepted is $154,658. The cost to maintain these facilities will be covered through the existing Public Works and Sewer operating budget. The one-year maintenance period will terminate with this acceptance.

Recommended Action:

Accept the public improvements, authorize the Mayor to sign the Certificate of Acceptance, and authorize staff to issue a bond exoneration letter for maintenance bonds for (Project / Bond Number / Improvement):

- Tract Map No. 31469-1 / 929568702-M / Street
- Tract Map No. 37426 / 0216989/ Sewer

Attachments:

A. Certificate of Acceptance
B. PW2020-0544 - Maintenance Bond 929598702-M Exoneration Packet
C. PW2022-0818 - Maintenance Bond 0216989-M Exoneration Packet

When Recorded Return Original To:

City of Beaumont
550 East 6th Street
Beaumont, CA 92223

NO RECORDING FEE REQUIRED PER GOVERNMENT CODE SECTION 27383

CERTIFICATE OF ACCEPTANCE

NOTICE is hereby given that the CITY OF BEAUMONT, 550 East 6th Street, Beaumont, California, 92223, a municipal corporation, is owner in fee of easements in the properties hereinafter described. Said owner hereby ACCEPTS the maintenance of following improvements:

Street Improvements for Tract Map No. 31469-1, PW 14-2349
Sewer Improvements for Tract Map No. 37426, PW2018-0092

on the property hereinafter described and that was COMPLETED prior to October 4, 2022, by the developer(s).

The property on which said work of improvement was completed in the City of Beaumont, County of Riverside, and State of California lying in Section 02, Township 3 South, Range 1 West.

_____ _____
Date Lloyd White,
Mayor of the City of Beaumont, CA

VERIFICATION:
I the undersigned am the Mayor of the City of Beaumont, the declaring of the foregoing Notice of Acceptance. I have read the said Notice of Acceptance and know the contents thereof: The same is true of my knowledge. I declare under penalty of perjury that the foregoing is true and correct.

_____ _____
Date Lloyd White,
Mayor of the City of Beaumont, CA

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 RIVERSIDE

On _____ before me, _____ Notary Public, personally appeared _____, MAYOR OF THE CITY OF BEAUMONT, CALIFORNIA, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

BY: _____ (SEAL)
NOTARY

City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
www.ci.beaumont.ca.us

Case No. PW2020-0544
Receipt No. R011058992
Fee $ 3,000 Insp/484.43 App
Date Paid 9/2/20
INV. 9772

BOND EXONERATION APPLICATION

Bond Type: ☐Performance ☒Maintenance ☐Final Monument Inspection ☐Other:_____

1. Contact's Name Rick Rush Phone (951) 529-7795

2. Contact's Address 1250 Corona Pointe Court Suite 600 Corona, CA 92879
City/State/Zip

5. Contact's E-mail rick.e.rush@sbcglobal.net

3. Developer Name Pardee Homes Phone (951) 529-7795
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address Same As Above
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):

Bond #929598702-M
Streets & Storm Drain Improvements (Locals) Maintenance Bond
File # (Sundance) Tract 31469-1

6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

Rick Rush 08/27/2020
Print Name and Sign – Contact/Applicant Date

7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.

Rick Rush 08/27/2020
Print Name and Sign – Contact/Applicant Date

8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.
   - Remove and replace concrete and AC as needed where lifting.
   - Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
   - Provide Type II slurry coat for all road surfaces.
   - Restore/Verify pavement striping/markings.
   - Restore/Verify blue dots and signage as needed.
   - Clean and camera sewer. Provide report and video copy of camera survey.
   - Provide all final geotechnical reports.
   - Provide Engineers' certification for line and grade within Right-of-Way.
   - Provide Landscape Architects Certification as required.

Rick Rush 08/27/2020

Print Name and Sign – Contact/Applicant Date

BEAUMONT
CALIFORNIA

Punch List

Project Name: Street, and Storm Drain Improvement Plans Bond Exoneration **Project Number: 31469-1**

PW2020-0544			
Inspected By: Chris Sorensen		Page: 1 of 1	Date: 9-23-20

Item No.	Description	Completed by Construction (Sign/Date)	Accepted by (Sign/Date)
1	Curb & Gutter is cracking/spalding and the sidewalk panel is lifted in front of 1447 Worland St.	Jason Craghd 4/6/22	Jason Craghd 8/5/22
2	Need to verify all street lights are working properly.		
3	Asphalt repair needed in front of 1627 Manti Ct.	10/22/21 Jason Craghd	Jason Craghd 8/5/22
4	Large crack in the street at the intersection of Weldon St and Manti Ct.	10/22/21 Jason Craghd	Jason Craghd 8/5/22
5	All private curb drains need to be cut flush with the curb face.	Jason Craghd 4/6/22	Jason Craghd 8/5/22
6	Stop bars are deteriorating and not visible	Jason Craghd 4/6/22	Jason Craghd 8/5/22
7	Curb & gutter and sidewalk panel cracked and lifted. Replacement is needed on the corner of Malta and Starlight.	Jason Craghd 4/6/22	Jason Craghd 8/5/22
8	Street settlement/failure on starlight north of Malta.	4/6/22 Jason Craghd	Jason Craghd 8/5/22
9			

CITY OF BEAUMONT

March 28, 2018

Pardee Homes
1250 Corona Pointe Ct.
Corona, CA 92881
Attn: Michael Heishman

RE: Bond # 929598702 Sundance PA42 Tract 31469-1 Street/Drain Improvements

Dear Michael,

The City of Beaumont has received your request in regards to a reduction of bonds in the above referenced tract. Upon receipt of a maintenance bond in the amount listed below, the city will return the original Performance bond 45 days after recordation and replace it with the maintenance bond to be in place for no less than one year. The amount is as follows:

Project Name	Maintenance Amount
Sundance PA 42	$540,754.60

If you wish to discuss this matter further please do not hesitate to contact me at (951) 769-8520 ext. 329

Thank you,

Suzanne Foxworth
Public Works Technician

550 E. 6th Street • Beaumont • CA • 92223 • Phone: (951) 769-8520 • Fax: (951) 769-8526
www.ci.beaumont.ca.us

MAINTENANCE BOND

BOND NO. 929598702-M
PREMIUM $Included in Cost of Performance Bond.

KNOW ALL MEN BY THESE PRESENTS:

That , Pardee Homes,

as Principal and The Continental Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania and authorized to transact business in the State of California (hereinafter called "Surety"), as Surety, are held and firmly bound unto City of Beaumont,

as Obligee, hereinafter called Obligee, in the amount of Five Hundred Forty Thousand Seven Hundred Fifty Four and 60/100 Dollars ($540,754.60), for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the above bounden Principal has entered into a certain written contract with the above named Obligee, providing for construction of certain subdivision improvements in Tract Sundance PA42 Tract 31469-1 Street/Drain Improvements in the City of Beaumont, State of California; and

WHEREAS, said work has been or will be completed by Principal.

NOW, THEREFORE, if said Principal shall promptly replace and repair any work proven to be defective because of faulty workmanship and/or material within a period of one (1) year from date of acceptance of the work by the Obligee, then this obligation to be void; Otherwise to remain in full force and effect.

Signed, Sealed and Dated this 3rd day of April 2018.

Pardee Homes
(Principal) (Seal)

By: JEFF CHAMBERS, VP. of Comm. Dev.

The Continental Insurance Company
(Surety) (Seal)

By: Janina Monroe, Attorney-in-Fact

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 Orange }

On APR 0 3 2018 before me, Mariana Lopez, Notary Public,
(Here insert name and title of the officer)

personally appeared Janina Monroe,
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.

Notary Public Signature (Notary Public Seal)

MARIANA LOPEZ
Notary Public – California
Orange County
Commission # 2213241
My Comm. Expires Sep 9, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Maintenance Bond
(Title or description of attached document)

929598702-M
(Title or description of attached document continued)

Number of Pages 1 Document Date 4/3/18

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they,~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

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 Riverside)

On April 4, 2018 before me, Sonal Shah, Notary Public
(insert name and title of the officer)

personally appeared Jeff Chambers,
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.

SONAL SHAH
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2216371
RIVERSIDE COUNTY
My Comm. Exp. September 30, 2021

Signature Sonal Shah (Seal)

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Paul Boucher, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of January, 2018.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 11th day of January, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA
SEAL

My Commission Expires June 23, 2021

J. Mohr — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this _____ day of APR 03 2018, _____.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

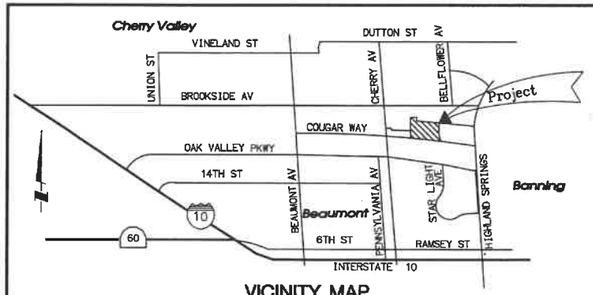
Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

CITY OF BEAUMONT, CALIFORNIA

Street & Storm Drain Improvement Plans

TRACT 31469-1

Located Within a Portion of Section 35, Township 2 South, Range 1 West, S.B.M.



VICINITY MAP

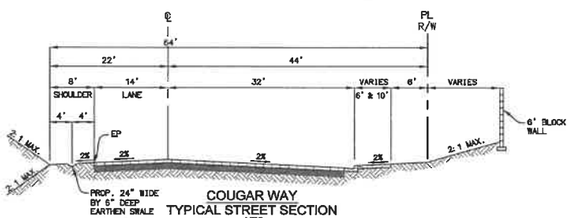
NTS

LEGEND

PROPOSED MAJOR CONTOUR	455
PROPOSED MINOR CONTOUR	454
PROPOSED STORM DRAIN	SD
PROPOSED SEWER	S
PROPOSED WATER	W
PROPOSED CURB & GUTTER	
PROPOSED CONCRETE PAVING	
PROPOSED AC PAVEMENT	
RIGHT-OF-WAY	-R/W-
PUBLIC UTILITY EASEMENT	
PROPERTY LINE	-PL-
LIMIT OF WORK	
CURB RAMP	
STREET LIGHT	
FLOW DIRECTION	

ABBREVIATIONS

BEGINNING OF CURVE	BC
BOTTOM OF PIPE	BOP
CLEAR	CLR
CURB & GUTTER	C&G
CLEAN OUT	CO
END OF CURVE	EC
FLOWLINE	FL
GRADE BREAK	GB
INVERT	INV
LATERAL	LAT
POINT OF REVERSE CURVATURE	PRC
PROPOSED	PROP
PUBLIC UTILITY EASEMENT	PUE
RIGHT-OF-WAY	R/W
STORM DRAIN	SD
STATION	STA
TOP OF CURB	TC
TOP OF MANHOLE	TMH
TOP OF PIPE	TOP
SIDEWALK	S/W
MINIMUM	MIN
MAXIMUM	MAX
ASPHALTIC CONCRETE	AC
PAVEMENT	PVMT
NOT TO SCALE	NTS
POLYVINYL CHLORIDE	PVC
MANHOLE	MH
PAD ELEVATION	PE
ELEVATION	EL
CENTERLINE	℄



COUGAR WAY TYPICAL STREET SECTION

NTS

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

SIGNATURE: _____ DATE: 12-16-2014

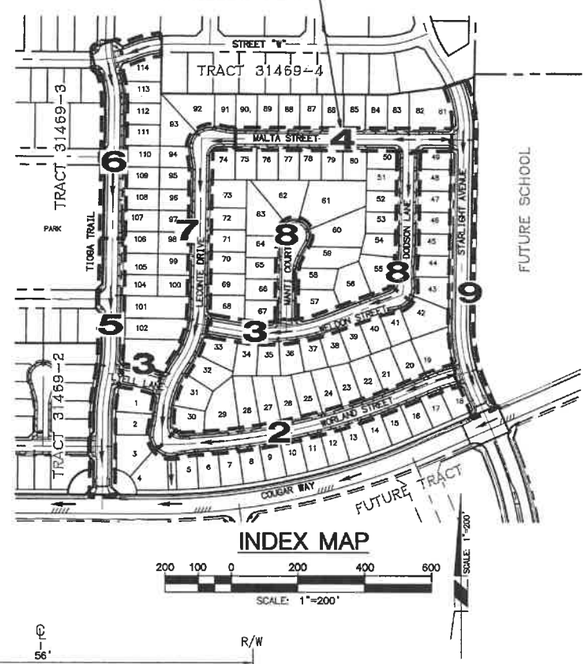
LICENSE No. C83246 EXP. 06-30-2016

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVED BY THE CITY.

NOTE:
ALL ELEVATIONS ARE ABBREVIATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.

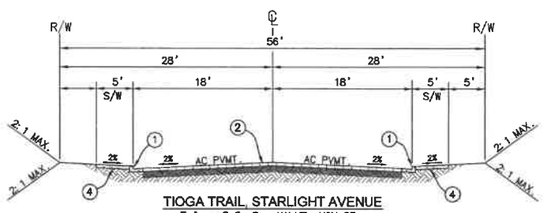
Sheet Number



INDEX MAP

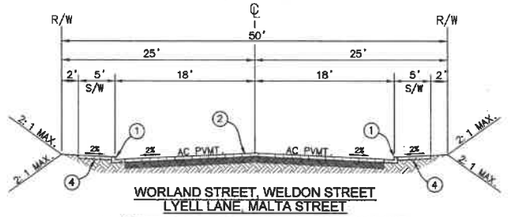
200 100 0 200 400 600

SCALE: 1"=200'



TIOGA TRAIL, STARLIGHT AVENUE

T.I. = 5.5, R - VALUE: MIN=25



WORLAND STREET, WELDON STREET
LYELL LANE, MALTA STREET
LECONTE DRIVE, MANTI COURT, DODSON LANE

T.I. = 5.5, R - VALUE: MIN=25

TYPICAL STREET SECTIONS

NTS

INDEX OF SHEETS

SHEET	DESCRIPTION
	STREET IMPROVEMENTS
1	TITLE SHEET, VICINITY MAPS & NOTES
2	WORLAND STREET - STA. 10+00.00 TO STA. 19+51.63
3	WELDON STREET - STA. 10+00.00 TO STA. 16+37.22
	LYELL LANE - STA. 10+00.00 TO STA. 11+85.69
4	MALTA STREET - STA. 10+97.70 TO STA. 17+87.82
5	TIOGA TRAIL - STA. 10+67.00 TO STA. 17+50.00
6	TIOGA TRAIL - STA. 17+50.00 TO STA. 24+22.00
	ALPINE AVENUE - STA. 22+83.01 TO STA. 24+97.50
7	LECONTE DRIVE - STA. 10+91.16 TO STA. 19+48.93
8	MANTI COURT - STA. 10+00.00 TO STA. 12+97.78
	DODSON LANE - STA. 10+87.26 TO STA. 14+71.09
9	STARLIGHT AVENUE - STA. 10+66.11 TO STA. 20+50.87
	STORM DRAIN IMPROVEMENTS
10	LINE 3 - STA. 10+75.00 TO STA. 18+00.00
	LINE 1 - STA. 27+59.79 TO STA. 29+25.55
11	LINE 3 - STA. 18+00.00 TO STA. 23+72.91
	LATERAL 3A - STA. 10+00.00 TO STA. 10+31.04
	LATERAL 3B - STA. 10+00.00 TO STA. 10+19.26
12	LINE 4 - STA. 45+25.92 TO STA. 55+40.92

REGISTERED PROFESSIONAL ENGINEER MAURICIO M. TACUELLI No. C83249 Exp. 06-30-16 CIVIL STATE OF CALIFORNIA

*NOTE: QUANTITIES SHOWN ARE ESTIMATES ONLY. THE CONTRACTOR IS RESPONSIBLE FOR PREPARING HIS OWN ESTIMATE FOR BID PURPOSES.

GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF ITS CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520.
2. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, "LATEST EDITION," COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENT.
3. ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET SECTION INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING; SEWER, WATER, ELECTRIC, GAS AND STORM DRAIN.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY.
5. ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS ARE FOR INFORMATION ONLY. BY SIGNING THESE IMPROVEMENT PLANS, NO REVIEW OR APPROVAL OF THESE PRIVATE FACILITIES ARE IMPLIED OR INTENDED BY CITY OF BEAUMONT PUBLIC WORKS DEPT.
6. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT, PERMIT SECTION, FOR ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY, DEDICATED AND ACCEPTED FOR PUBLIC USE; AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT ENVIRONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT. ADDITIONAL STUDIES AND/OR PERMIT MAY BE REQUIRED.
7. THE DEVELOPER WILL INSTALL STREET NAME SIGNS CONFORMING TO R.C.T.D. STANDARD NO. 816.
8. ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS SHALL BE TAKEN AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION REQUIREMENTS. USE R.C.T.D. STANDARD NO. 401 IF EXPANSIVE SOIL ARE ENCOUNTERED.
9. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO NOTIFY THE ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY RIVERSIDE COUNTY ORDINANCE NO. 461
10. ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN FOURTEEN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. FOG SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.05 AND 0.03 GALLON PER SQUARE YARD RESPECTIVELY. ASPHALTIC EMULSION SHALL CONFORM TO SECTIONS 37, 39 AND 94 OF THE STATE STANDARD SPECIFICATIONS.
11. AS DETERMINED BY THE PUBLIC WORKS DIRECTOR, THE DEVELOPER IS RESPONSIBLE AS A MINIMUM FOR ROAD IMPROVEMENTS TO CENTERLINE, AND MAY BE REQUIRED TO RECONSTRUCT EXISTING PAVEMENT, INCLUDING BASE, AND MATCHING OVERLAY REQUIRED TO MEET THE STRUCTURAL STANDARDS FOR THE CURRENT ASSIGNED TRAFFIC INDEX.
12. CONSTRUCTION PROJECTS DISTURBING ONE ACRE OR MORE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMITATION SYSTEM (NPDES) PERMIT. OWNERS/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPP) AND MONITORING PLAN FOR THE SITE.
13. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIGNS AND MARKINGS NOT INCLUDED IN THE SIGNING AND STRIPING PLAN WITHIN THE PROJECT AREAS, OR ON ROADWAYS ADJACENT TO THE PROJECT BOUNDARIES, UPON THE REQUEST OF THE DIRECTOR OF PUBLIC WORKS OR HIS DESIGNEE TO IMPROVE TRAFFIC SAFETY ON THE ROADS UNDER THE JURISDICTION OF THE DEVELOPER.
14. EXISTING STORM DRAIN PIPES/CULVERTS (WHETHER TO BE CONNECTED TO, EXTENDED, ADJUSTED, DRAINED TO, OR JUST IN THE PROJECT VICINITY) MUST BE REPAIRED, AND /OR CLEANED TO MAKE THEM FUNCTIONAL AND ACCEPTABLE AS DIRECTED BY THE PUBLIC WORKS DEPARTMENT.
15. ALL STORM DRAIN, CATCH BASINS AND STORM WATER RUNOFF STRUCTURES WILL BE PROVIDED WITH ADEQUATE CAPABILITIES TO FILTER AND RETAIN SEDIMENT AND GRIT, OIL AND GREASE, TO PREVENT POLLUTION IN STORM WATER RUNOFF IN COMPLIANCE WITH THE CITY OF BEAUMONT'S BEST MANAGEMENT PRACTICES AND THE BEAUMONT DRAINAGE MASTER PLAN FOR STORM WATER AS WELL AS BEST MANAGEMENT PRACTICES IDENTIFIED IN THE CURRENT REPORT OF WASTE DISCHARGE OR RIVERSIDE COUNTY PERMITTEES.
16. DEVELOPER SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLANS, SPECIFICATIONS AND CITY OF BEAUMONT STANDARDS. WHERE DEVIATIONS EXIST, DEVELOPER SHALL PROPOSE CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.
17. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO APPLY TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN STATE RIGHT-OF-WAY.
18. CURB DEPRESSIONS AND DRIVEWAY APPROACHES WILL BE INSTALLED AND CONSTRUCTED ACCORDING TO COUNTY STANDARDS NO. 206 AND/OR 207, AS DIRECTED IN THE FIELD.
19. PRIME COAT IS REQUIRED PRIOR TO PAVING ALL GRADES IN EXCESS OF TEN PERCENT.
20. INSTALL STREET TREES IN ACCORDANCE WITH ORDINANCE 460 AND 499. INSTALL EUCALYPTUS POLYANTHEMOS (SILVER DOLLAR), CRAPE MYRTLE, LIQUID AMBER OR APPROVED EQUAL, SEE PROJECT PLANS.
21. STREET LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED STREET LIGHTING PLAN PER CITY OF BEAUMONT'S APPROVED STREET LIGHTING SPECIFICATIONS.
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CONSTRUCTION NOTES & QUANTITY ESTIMATE*

		UNIT	QUANTITY
1	CONSTRUCT 4" AC OVER 8" CLASS II AGGREGATE BASE	SF	220,100
2	CONSTRUCT TYPE A-6 CURB AND GUTTER PER COUNTY OF RIVERSIDE STD. NO 200	LF	12,720
3	CONSTRUCT 10' CROSS GUTTER AND SPANDREL PER COUNTY OF RIVERSIDE STD. NO. 209	EA	8
4	CONSTRUCT SIDEWALK (WIDTH PER PLAN) PER COUNTY OF RIVERSIDE STD. NO. 401	SF	72,174
5	CONSTRUCT CURB RAMP, CASE A PER COUNTY OF RIVERSIDE STD. NO. 403	EA	24
6	CONSTRUCT 28' DRIVEWAY APPROACH PER COUNTY OF RIVERSIDE STD. NO. 207	EA	114
7	CONSTRUCT GUTTER DEPRESSION FOR CURB OPENING CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 311, CASE B	EA	7
8	CONSTRUCT GUTTER DEPRESSION FOR CURB OPENING CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 311, CASE C	EA	2
9	CONSTRUCT CONCRETE COLLAR PER RCFC&WCD STD. NO. MB03	EA	2
10	CONSTRUCT TYPE "X" INLET PER RCFC&WCD STD.NO. CB108	EA	1
11	REMOVE EXISTING CONCRETE BULKHEAD	EA	7
12	INSTALL STREET LIGHT PER SEPARATE STREET LIGHT PLAN	EA	14
13	INSTALL STREET NAME SIGN PER COUNTY OF RIVESIDE STD. NO. 816	EA	12
14	INSTALL BARRICADE PER COUNTY OF RIVERSIDE STD. NO. 810	EA	6
15	REMOVE AND DISPOSE OF EXISTING BARRICADE	EA	2
16	CONSTRUCT CATCH BASIN NO. 1 PER RCFC&WCD STD. NO. CB100	EA	9
17	INSTALL 36" RCP OR CIPP STORM DRAIN (D-LOAD PER PLAN)	LF	1,159
18	INSTALL 24" RCP OR CIPP STORM DRAIN (D-LOAD PER PLAN)	LF	86
19	INSTALL 18" RCP OR CIPP STORM DRAIN (D-LOAD PER PLAN)	LF	44
20	CONSTRUCT MANHOLE NO. 1 PER RCFC&WCD STD. NO. MH251	EA	6
21	CONSTRUCT JUNCTION STRUCTURE NO. 2 PER RCFC&WCD STD. NO. JS227	EA	2
22	CONSTRUCT TRANSITION STRUCTURE NO. 3 PER RCFC&WCD STD. NO. TS303	EA	1
23	CONSTRUCT CONCRETE BULKHEAD PER RCFC&WCD STD. MB16	EA	1
24	INSTALL STOP BAR AND LEGEND PER CALTRANS STD. A24D AND A24E	EA	8
25	INSTALL R-1 STOP SIGN	EA	8
26	INSTALL 30" RCP OR CIPP STORM DRAIN (D-LOAD PER PLAN)	LF	1,198

DIG ALERT
DIAL TOLL FREE 1(800) 227-2600
At Least Two Working Days Before You Dig
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 65 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA
BEING: N 52°49'02.84" E

BENCHMARK: CITY OF BEAUMONT NO. 07.A.82
DESCRIPTION:
1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7". LOCATED AT THE S.E. CORNER 14TH AND PENNSYLVANIA AVE., 59 FT. S'LY AND 22 FT. E'LY OF CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R.
ELEV.= 2678.277 (1982)

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

RBF CONSULTING
A Baker Company
74-130 COUNTRY CLUB DRIVE, SUITE 201
PALM DESERT, CALIFORNIA 92260-1655
760.346.7481 • FAX 760.346.8315 • www.RBF.com
MAURICIO M. TACUELLI
DATE: 12-16-2014
R.C.E. C83249 • EXP. 06-30-16

DESIGN BY: TB
DRAWN BY: TB
CHECKED BY: MMT
SCALE: AS NOTED
DATE: DEC. 2014
JOB NUMBER: 138687

Reviewed By: _____ Date: _____
Staff Engineer
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: 12/30/14
Administrative Engineer
City of Beaumont, Public Works Department
Engineering Division
550 E. 6TH STREET BEAUMONT, CA 92223
TEL:(951)769-8520 • FAX(951)769.8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT 31469-1
TITLE SHEET
A PORTION OF SECTION 35, T. 2 S., R. 1 W., S.B.M.
FOR: PARDEE HOMES

SHEET 1 OF 12 SHEETS
FILE NO.: 2026

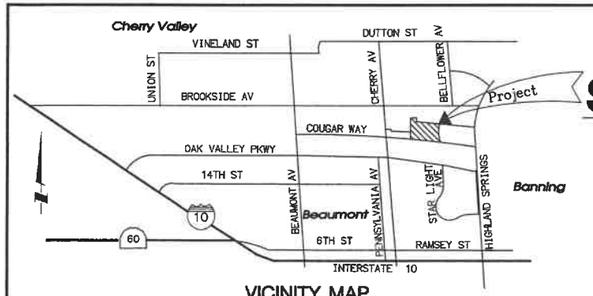
H:\PDATA\PARDEE_PH13\CADD\LAND\DLV\IMPROVE\STREET\TRACT 31469-1\PARDEE_PH3-ST-001.DWG PATRICK.SAFARI 12/16/14 4:20 pm

CITY OF BEAUMONT, CALIFORNIA

Street & Storm Drain Improvement Plans

TRACT 31469-1

Located Within a Portion of Section 35, Township 2 South, Range 1 West, S.B.M.



VICINITY MAP

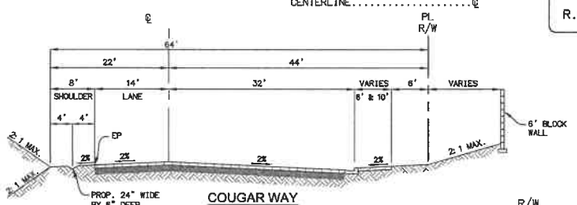
NTS

LEGEND

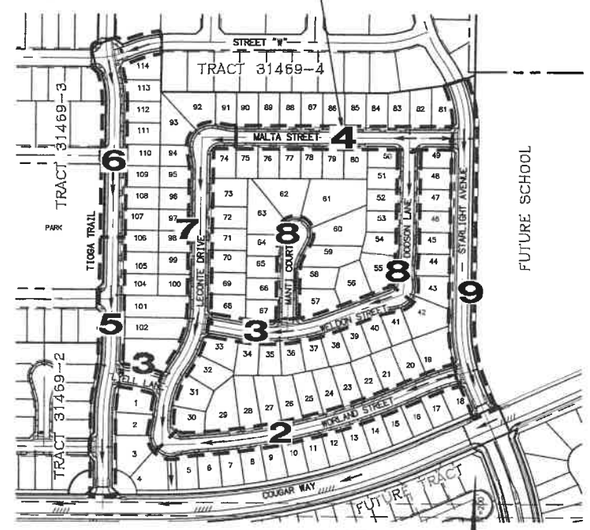
PROPOSED MAJOR CONTOUR	455
PROPOSED MINOR CONTOUR	454
PROPOSED STORM DRAIN	SD
PROPOSED SEWER	S
PROPOSED WATER	W
PROPOSED CURB & GUTTER	
PROPOSED CONCRETE PAVING	
PROPOSED AC PAVEMENT	
RIGHT-OF-WAY	R/W
PUBLIC UTILITY EASEMENT	
PROPERTY LINE	PL
LIMIT OF WORK	
CURB RAMP	
STREET LIGHT	
FLOW DIRECTION	

ABBREVIATIONS

BEGINNING OF CURVE	BC
BOTTOM OF PIPE	BOP
CLEAR	CLR
CURB & GUTTER	C&G
CLEAN OUT	CO
END OF CURVE	EC
FLOWLINE	FL
GRADE BREAK	GB
INVERT	INV
LATERAL	LAT
POINT OF REVERSE CURVATURE	PRC
PROPOSED	PROP
PUBLIC UTILITY EASEMENT	PUE
RIGHT-OF-WAY	R/W
STORM DRAIN	SD
STATION	STA
TOP OF CURB	TC
TOP OF MANHOLE	TMH
TOP OF PIPE	TOP
SIDEWALK	S/W
MINIMUM	MIN
MAXIMUM	MAX
ASPHALTIC CONCRETE	AC
PAVEMENT	PVMT
NOT TO SCALE	NTS
POLYVINYL CHLORIDE	PVC
MANHOLE	MH
PAD ELEVATION	PE
ELEVATION	EL
CENTERLINE	℄



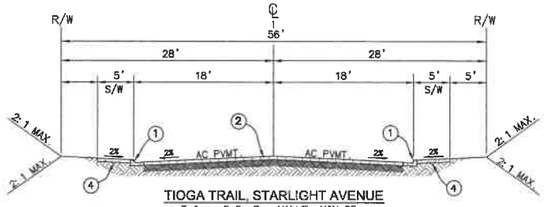
COUGAR WAY
TYPICAL STREET SECTION
NTS



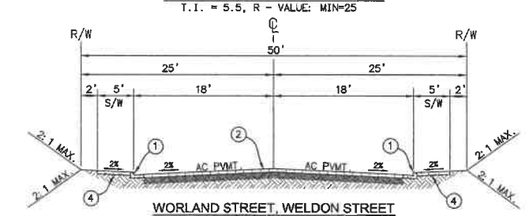
INDEX MAP

200 100 0 200 400 600

SCALE: 1"=200'



TIOGA TRAIL, STARLIGHT AVENUE
T.I. = 5.5, R - VALUE: MIN=25



WORLAND STREET, WELDON STREET
LYELL LANE, MALTA STREET
LECONTE DRIVE, MANTI COURT, DODSON LANE
T.I. = 5.5, R - VALUE: MIN=25

TYPICAL STREET SECTIONS

NTS

REGISTERED PROFESSIONAL ENGINEER MARK B. SWANSON No. C72332 CIVIL STATE OF CALIFORNIA

THIS SHEET SUPERSEDES THE PREVIOUSLY APPROVED SHEET 1 APPROVED 12/30/14 EXCEPT FOR THOSE REVISIONS "CLOUDED" AND LABELED WITH △ REVISION TRIANGLES.

R.C.E 72332 EXP 06-30-2016

INDEX OF SHEETS

SHEET	DESCRIPTION
	STREET IMPROVEMENTS
1	TITLE SHEET, VICINITY MAPS & NOTES
2	WORLAND STREET - STA. 10+00.00 TO STA. 19+51.63
3	WELDON STREET - STA. 10+00.00 TO STA. 16+37.22 LYELL LANE - STA. 10+00.00 TO STA. 11+85.69
4	MALTA STREET - STA. 10+97.70 TO STA. 17+87.82
5	TIOGA TRAIL - STA. 10+67.00 TO STA. 17+50.00
6	TIOGA TRAIL - STA. 17+50.00 TO STA. 24+22.00 ALPINE AVENUE - STA. 22+83.01 TO STA. 24+97.50
7	LECONTE DRIVE - STA. 10+91.16 TO STA. 19+48.93
8	MANTI COURT - STA. 10+00.00 TO STA. 12+97.78 DODSON LANE - STA. 10+87.26 TO STA. 14+71.09
9	STARLIGHT AVENUE - STA. 10+66.11 TO STA. 20+50.87
	STORM DRAIN IMPROVEMENTS
10	LINE 3 - STA. 10+75.00 TO STA. 18+00.00
11	LINE 1 - STA. 27+59.79 TO STA. 29+25.55 LINE 3 - STA. 18+00.00 TO STA. 23+72.91 LATERAL 3A - STA. 10+00.00 TO STA. 10+31.04 LATERAL 3B - STA. 10+00.00 TO STA. 10+19.26
12	LINE 4 - STA. 45+25.92 TO STA. 55+40.92

*NOTE: QUANTITIES SHOWN ARE ESTIMATES ONLY. THE CONTRACTOR IS RESPONSIBLE FOR PREPARING HIS OWN ESTIMATE FOR BID PURPOSES.

REGISTERED PROFESSIONAL ENGINEER MARK B. SWANSON No. C72332 CIVIL STATE OF CALIFORNIA

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF ITS CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520.
2. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, "LATEST EDITION," COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENT.
3. ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET SECTION INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING; SEWER, WATER, ELECTRIC, GAS AND STORM DRAIN.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY.
5. ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS ARE FOR INFORMATION ONLY. BY SIGNING THESE IMPROVEMENT PLANS, NO REVIEW OR APPROVAL OF THESE PRIVATE FACILITIES ARE IMPLIED OR INTENDED BY CITY OF BEAUMONT PUBLIC WORKS DEPT.
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10	CONSTRUCT TYPE "X" INLET PER RCFC&WCD STD.NO. CB108	EA	1
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26	INSTALL 30" RCP OR CIPP STORM DRAIN (D-LOAD PER PLAN)	LF	1,198

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

SIGNATURE: _____ DATE: 5-6-16
LICENSE No. 72332 EXP. 06-30-2016

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

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NOTE:
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DIGALERT
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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 65 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA
BEING: N 52°49'02.84" E

BENCHMARK: CITY OF BEAUMONT NO. 07.A.82
DESCRIPTION:
1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7". LOCATED AT THE S.E. CORNER 14TH AND PENNSYLVANIA AVE., 59 FT. S'LY AND 22 FT. E'LY OF CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R.
ELEV.= 2678.277 (1982)

BY	MARK	DESCRIPTION	APPR.	DATE
MBI	△1	REVISED DRIVEWAY LOCATIONS AND STATIONING REMOVED GENERAL NOTE#10		5/5/16
ENGINEER		REVISIONS	CITY	

Michael Baker INTERNATIONAL
75410 Gerald Ford Drive, Suite. 100
Palm Deser, Ca 92211
Phone: (619) 346-7481
MBAKERINTL.COM
MARK B. SWANSON DATE: 5-6-16 R.C.E. 72332 • EXP. 06-30-16

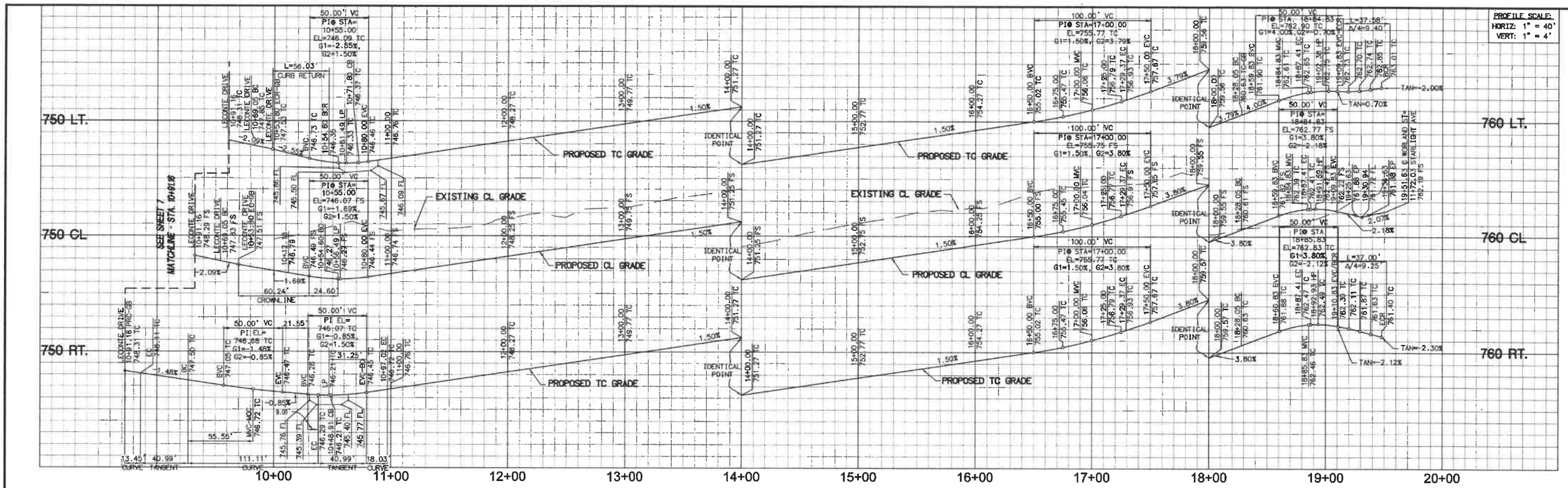
DESIGN BY: TB
DRAWN BY: TB
CHECKED BY: MMI
SCALE: AS NOTED
DATE: DEC. 2014
JOB NUMBER: 198687

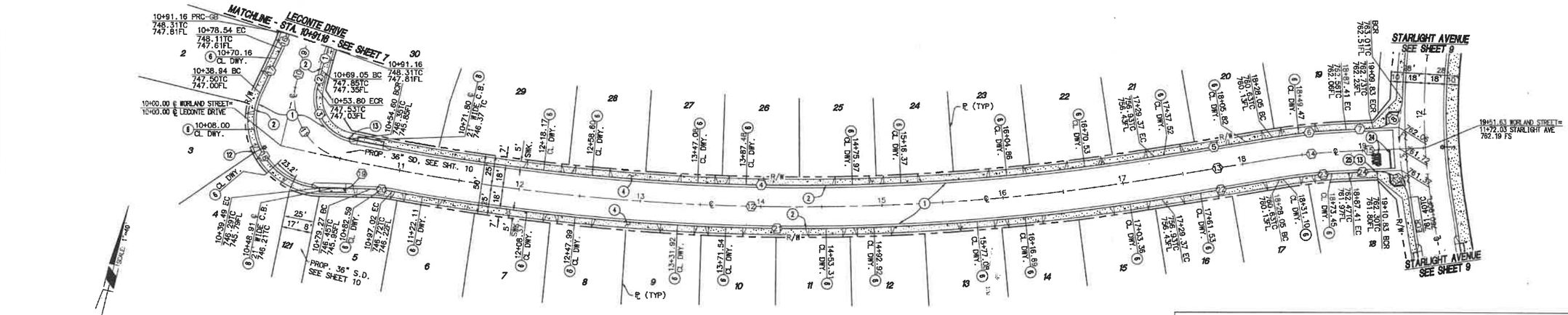
Reviewed By: _____ Date: _____
Staff Engineer
Recommended for Approval By: _____ Date: _____
Approved By: RCE 50932 Date: 5-9-16
Administrative Engineer-Exp 9-30-17
City of Beaumont, Public Works Department
Engineering Divison
550 E. 6TH STREET BEAUMONT, CA 92223
TEL(951)769-8520 • FAX(951)769.8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT 31469-1
TITLE SHEET
A PORTION OF SECTION 35, T. 2 S., R. 1 W., S.B.M.
FOR: PARDEE HOMES

SHEET 1 OF 12 SHEETS
FILE NO.: 2026-B

H:\PDATA\PARDEE_PH3\CADD\LAND\DLV\IMPROVE\STREET\TRACT 31469-1\PARDEE_PH3-ST-001.DWG TIMOTHY.ODEBUNMI 5/6/16 11:19 am





WORLAND STREET

CONSTRUCTION NOTES

1. CONSTRUCT 4" AC OVER 8" CLASS II AGGREGATE BASE
2. CONSTRUCT TYPE A-6 CURB AND GUTTER PER COUNTY OF RIVERSIDE STD. NO 200
4. CONSTRUCT SIDEWALK (WIDTH PER PLAN) PER COUNTY OF RIVERSIDE STD. NO. 401
6. CONSTRUCT 28' DRIVEWAY APPROACH PER COUNTY OF RIVERSIDE STD. NO. 207
8. CONSTRUCT GUTTER DEPRESSION FOR CURB OPENING CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 311, CASE C
12. INSTALL STREET LIGHT PER SEPARATE STREET LIGHT PLAN
13. INSTALL STREET NAME SIGN PER COUNTY OF RIVESIDE STD. NO. 816
24. INSTALL STOP BAR AND LEGEND PER CALTRANS STD. A24D AND A24E
25. INSTALL R-1 STOP SIGN

LINE/CURVE DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT	NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	04°13'24"	282.00'	20.79'	10.40'	14	06°48'08"	500.00'	59.36'	29.72'
2	N 00°00'04" W	—	15.25'	—	15	N 73°48'06" E	—	64.22'	—
3	91°43'18"	35.00'	56.03'	36.07'	16	07°00'28"	110.00'	13.45'	6.74'
4	21°16'40"	1799.00'	668.09'	337.94'	17	N 11°13'48" E	—	40.99'	—
5	N 66°59'58" E	—	98.67'	—	18	113°40'48"	56.00'	111.11'	85.71'
6	08°48'08"	518.00'	81.50'	30.78'	19	N 77°33'00" E	—	40.99'	—
7	N 73°48'06" E	—	22.43'	—	20	09°23'22"	110.00'	18.03'	9.03'
8	86°07'17"	25.00'	37.58'	23.36'	21	19°56'24"	1835.00'	638.61'	322.57'
9	04°13'24"	300.00'	22.11'	11.06'	22	N 66°59'58" E	—	98.67'	—
10	N 00°00'04" W	—	15.25'	—	23	06°48'08"	482.00'	57.22'	28.65'
11	91°43'18"	53.00'	84.84'	54.62'	24	N 73°48'06" E	—	23.42'	—
12	21°16'40"	1817.00'	674.77'	341.32'	25	84°47'39"	25.00'	37.00'	22.83'
13	N 66°59'58" E	—	98.67'	—					

NOTE:
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REGISTERED PROFESSIONAL ENGINEER MAURICIO M. IACUELLI No. C63249 Exp. 06-30-15 CIVIL STATE OF CALIFORNIA

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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
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BEING: N 52°49'02.84" E

BENCHMARK: CITY OF BEAUMONT NO. 07.A.82
DESCRIPTION:
1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7". LOCATED AT THE S.E. CORNER 14TH AND PENN'SYLVANIA AVE., 59 FT. S'LY AND 22 FT. E'LY OF CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R.
ELEV.= 2678.277 (1982)

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

RBF CONSULTING
A Baker Company
74-130 COUNTRY CLUB DRIVE, SUITE 201
PALM DESERT, CALIFORNIA 92260-1855
760.346.7481 • FAX 760.346.8315 • www.RBF.com
MAURICIO M. IACUELLI
DATE: 12-18-2014
R.C.E. C63249 • EXP. 06-30-16

DESIGN BY: TB
DRAWN BY: TB
CHECKED BY: NMI
SCALE: AS NOTED
DATE: DEC. 2014
JOB NUMBER: 1206567

Reviewed By: _____ Date: _____
Staff Engineer
Recommended for Approval By: _____ Date: _____
Approved By: Victor Islava Date: 12/31/14
Administrative Engineer
City of Beaumont, Public Works Department
Engineering Divison
550 E. 6TH STREET
BEAUMONT, CA 92223
TEL.(951)769-8520 • FAX(951)769.8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT 31469-1
WORLAND STREET
STA. 10+00.00 TO STA. 19+51.63
A PORTION OF SECTION 35, T. 2 S., R. 1 W., S.B.M.
FOR: PARDEE HOMES

SHEET 2 OF 12 SHEETS
FILE NO.: 2026

H:\PDATA\PARDEE_PH3\CADD\LAND\DLV\IMPROVE\STREET\TRACT 31469-1\PARDEE_PH3-ST-002.DWG PATRICK.SAFAR 12/16/14 4:23 pm

WELDON STREET

LYELL LANE

40 20 0 40 80 120
SCALE: 1"=40'

CONSTRUCTION NOTES

1. CONSTRUCT 4" AC OVER 8" CLASS II AGGREGATE BASE
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25. INSTALL R-1 STOP SIGN

LINE/CURVE DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT	NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	82°47'54"	25.00'	36.13'	22.04'	18	N 69°16'42" E	—	151.92'	—
2	N 80°19'57" W	—	92.55'	—	19	10°17'49"	110.00'	19.77'	9.91'
3	10°59'08"	482.00'	92.42'	46.35'	20	N 79°34'31" E	—	40.99'	—
4	87°49'12"	25.00'	38.32'	24.07'	21	83°54'03"	56.00'	82.00'	50.33'
5	103°04'29"	25.00'	44.97'	31.47'	22	N 04°16'32" W	—	40.99'	—
6	08°30'32"	482.00'	71.58'	35.86'	23	10°17'49"	110.00'	19.77'	9.91'
7	N 69°16'42" E	—	206.51'	—	24	85°50'30"	25.00'	37.46'	23.25'
8	63°18'25"	35.00'	38.67'	21.58'	25	N 80°44'06" W	—	47.79'	—
9	N 05°58'17" E	—	54.59'	—	26	10°45'29"	318.00'	59.71'	29.94'
10	N 80°19'57" W	—	132.84'	—	27	82°34'59"	25.00'	36.03'	21.98'
11	30°23'21"	500.00'	265.20'	135.80'	28	88°58'03"	25.00'	38.82'	24.55'
12	N 69°16'42" E	—	206.51'	—	29	N 80°44'06" W	—	47.38'	—
13	63°18'25"	53.00'	58.56'	32.67'	30	10°41'10"	282.00'	52.60'	26.37'
14	N 05°58'17" E	—	54.59'	—	31	83°05'07"	25.00'	36.25'	22.15'
15	82°47'53"	25.00'	36.13'	22.04'	32	N 80°44'06" W	—	89.23'	—
16	N 80°19'57" W	—	92.55'	—	33	10°58'25"	300.00'	57.46'	28.82'
17	30°23'21"	518.00'	274.74'	140.68'	34	N 69°45'41" W	—	39.00'	—

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ELEV.= 2678.277 (1982)

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

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74-130 COUNTRY CLUB DRIVE, SUITE 201
PALM DESERT, CALIFORNIA 92260-1655
760.346.7481 • FAX 760.346.8315 • www.RBF.com
MAURICIO M. IACUELLI
DATE: 12-16-2014
R.C.E. C63249 • EXP. 06-30-16

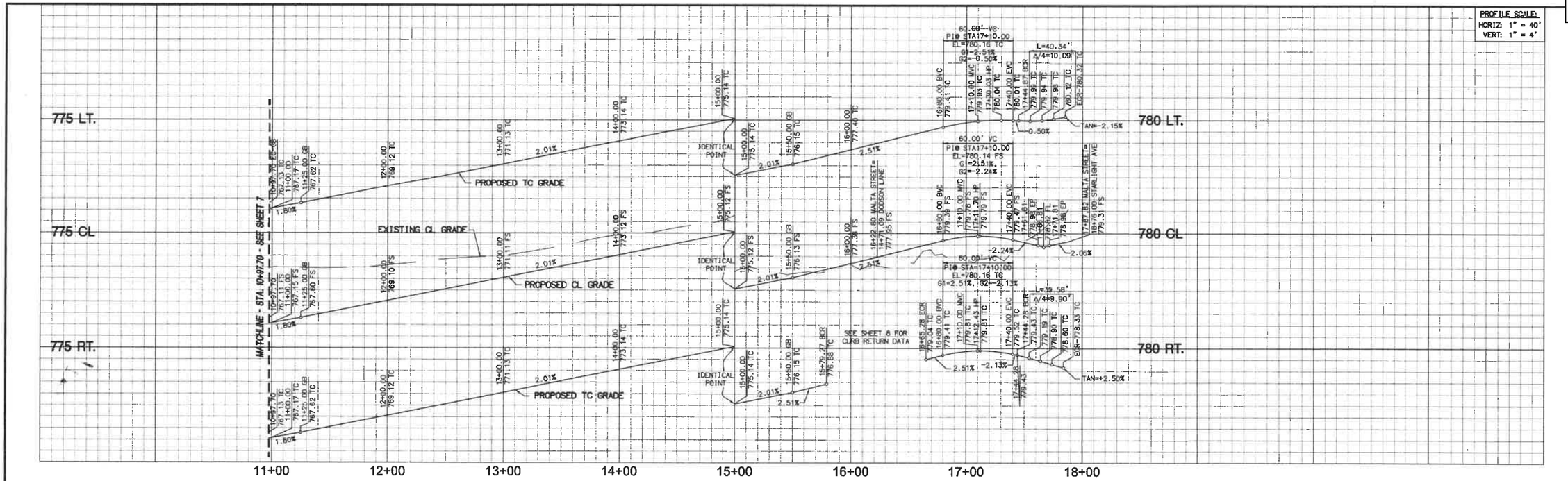
DESIGN BY: TB
DRAWN BY: TB
CHECKED BY: MM
SCALE: AS NOTED
DATE: DEC. 2014
JOB NUMBER: 108587

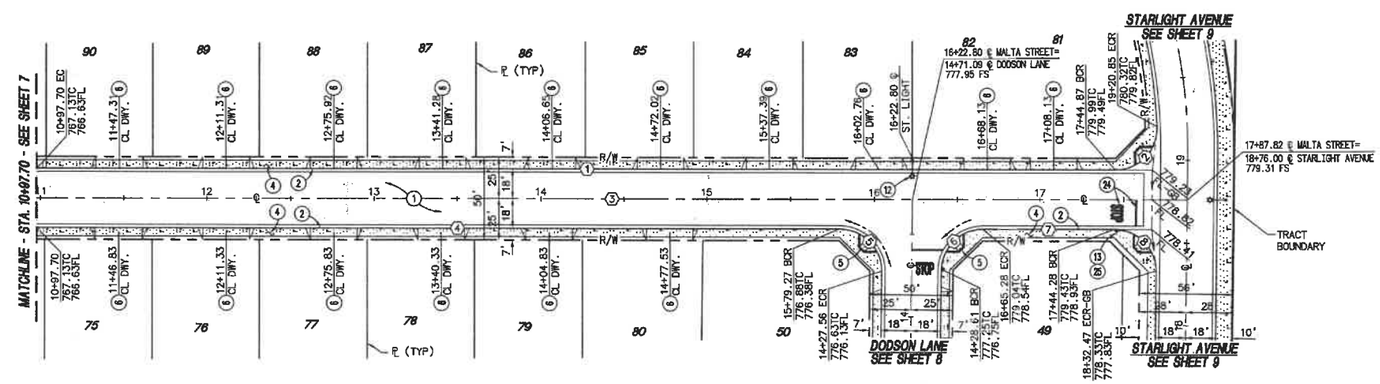
Reviewed By: _____ Date _____
Staff Engineer
Recommended for Approval By: _____ Date _____
Approved By: _____ Date: 12/30/14
Administrative Engineer
City of Beaumont, Public Works Department
Engineering Division
550 E. 6TH STREET
BEAUMONT, CA 92223
TEL.(951)769-8520 • FAX(951)769.8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT 31469-1
WELDON STREET
STA. 10+00.00 TO STA. 16+37.22
LYELL LANE
STA. 10+00.00 TO STA. 11+85.69
A PORTION OF SECTION 35, T. 2 S., R. 1 W., S.B.M.
FOR: PARDEE HOMES

SHEET 3 OF 12 SHEETS
FILE NO.: 2096

H:\PDATA\PARDEE_PH3\CADD\LAND\DLY\IMPROVE\STREET\TRACT 31469-1\PARDEE_PH3-ST-003.DWG PATRICK.SAFARI 12/16/14 4:25 pm





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24. INSTALL STOP BAR AND LEGEND PER CALTRANS STD. A24D AND A24E
25. INSTALL R-1 STOP SIGN

LINE/CURVE DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N 89°45'24" W	—	647.17'	—
2	92°27'29"	25.00'	40.34'	26.10'
3	N 89°45'24" W	—	690.12'	—
4	N 89°45'24" W	—	481.57'	—
5	90°42'12"	25.00'	39.58'	25.31'
6	89°17'48"	25.00'	38.96'	24.69'
7	N 89°45'24" W	—	79.01'	—
8	90°42'12"	25.00'	39.58'	25.31'

MALTA STREET

SCALE: 1"=40'

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ELEV.= 2678.277 (1982)

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

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A Baker Company
74-130 COUNTRY CLUB DRIVE, SUITE 201
PALM DESERT, CALIFORNIA 92260-1655
760.346.7481 • FAX 760.346.6315 • www.RBF.com
DATE: 12-16-2014
MAURICIO M. IACUELE R.C.E. C63249 • EXP. 06-30-16

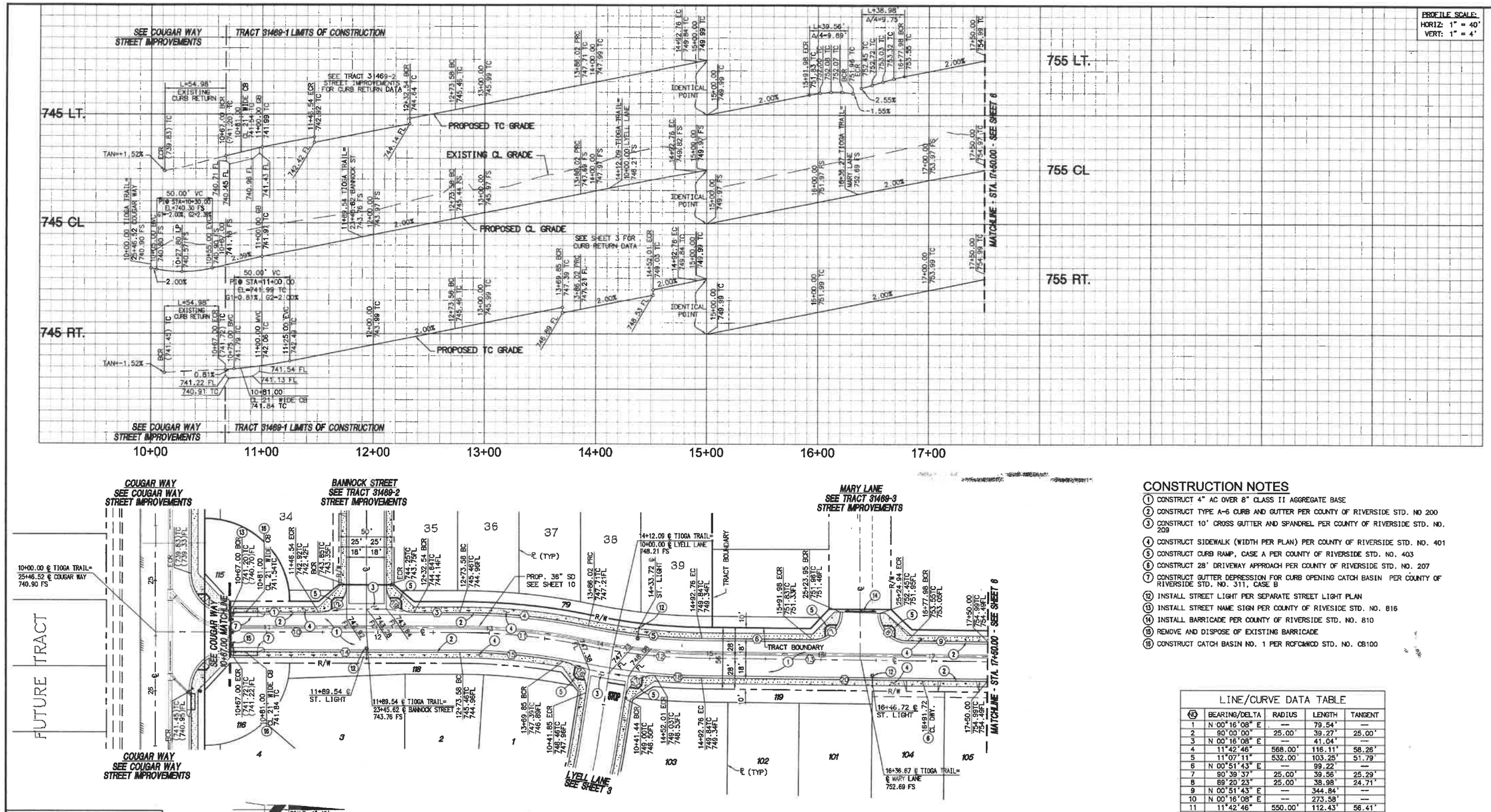
DESIGN BY: TB
DRAWN BY: TB
CHECKED BY: MMI
SCALE: AS NOTED
DATE: DEC. 2014
JOB NUMBER: 138587

Reviewed By: _____ Date: _____
Staff Engineer
Recommended for Approval By: _____ Date: _____
Approved By: Martin Larson Date: 12/30/14
Administrative Engineer
City of Beaumont, Public Works Department
Engineering Division
550 E. 6TH STREET
BEAUMONT, CA 92223
TEL(951)769-8520 • FAX(951)769.8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT 31469-1
MALTA STREET
STA. 10+97.70 TO STA. 17+87.82
A PORTION OF SECTION 35, T. 2 S., R. 1 W., S.B.M.
FOR: PARDEE HOMES

SHEET 4 OF 12 SHEETS
FILE NO.: 2026

H:\PDATA\PARDEE_PH3\CADD\LAND\DLV\IMPROVE\STREET\TRACT 31469-1\PARDEE_PH3-ST-004.DWG PATRICK.SAFARI 12/16/14 4:29 pm



TIOGA TRAIL

CONSTRUCTION NOTES

1. CONSTRUCT 4" AC OVER 8" CLASS II AGGREGATE BASE
2. CONSTRUCT TYPE A-6 CURB AND GUTTER PER COUNTY OF RIVERSIDE STD. NO 200
3. CONSTRUCT 10' CROSS GUTTER AND SPANDREL PER COUNTY OF RIVERSIDE STD. NO. 209
4. CONSTRUCT SIDEWALK (WIDTH PER PLAN) PER COUNTY OF RIVERSIDE STD. NO. 401
5. CONSTRUCT CURB RAMP, CASE A PER COUNTY OF RIVERSIDE STD. NO. 403
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7. CONSTRUCT GUTTER DEPRESSION FOR CURB OPENING CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 311, CASE B
12. INSTALL STREET LIGHT PER SEPARATE STREET LIGHT PLAN
13. INSTALL STREET NAME SIGN PER COUNTY OF RIVESIDE STD. NO. 816
14. INSTALL BARRICADE PER COUNTY OF RIVERSIDE STD. NO. 810
15. REMOVE AND DISPOSE OF EXISTING BARRICADE
18. CONSTRUCT CATCH BASIN NO. 1 PER RCFC&WCD STD. NO. CB100

LINE/CURVE DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N 00°16'08" E	—	79.54'	—
2	90°00'00"	25.00'	39.27'	25.00'
3	N 00°16'08" E	—	41.04'	—
4	11°42'46"	568.00'	116.11'	58.26'
5	11°07'11"	532.00'	103.25'	51.79'
6	N 00°51'43" E	—	99.22'	—
7	90°39'37"	25.00'	39.56'	25.29'
8	89°20'23"	25.00'	38.98'	24.71'
9	N 00°51'43" E	—	344.84'	—
10	N 00°16'08" E	—	273.58'	—
11	11°42'46"	550.00'	112.43'	56.41'
12	11°07'11"	550.00'	106.74'	53.54'
13	N 00°51'43" E	—	257.24'	—
14	S 00°16'08" W	—	206.58'	—
15	10°01'43"	532.00'	93.12'	46.68'
16	86°58'03"	25.00'	38.82'	24.55'
17	85°50'30"	25.00'	37.46'	23.25'
18	04°14'41"	568.00'	42.08'	21.05'
19	90°00'00"	25.00'	39.27'	25.00'
20	N 00°51'43" E	—	257.24'	—

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REGISTERED PROFESSIONAL ENGINEER MAURICIO M. IACUELLI No. C63249 Exp. 06-30-16 CIVIL STATE OF CALIFORNIA

DIG ALERT
DIAL TOLL FREE 1(800) 227-2600
At Least Two Working Days Before You Dig
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 65 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA
BEING: N 52°49'02.84" E

BENCHMARK: CITY OF BEAUMONT NO. 07.A.82
DESCRIPTION:
1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7", LOCATED AT THE S.E. CORNER 14TH AND PENNSYLVANIA AVE., 59 FT. S'LY AND 22 FT. E'LY OF CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R.
ELEV.= 2678.277 (1982)

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

RBF CONSULTING
A Baker Company
74-130 COUNTRY CLUB DRIVE, SUITE 201
PALM DESERT, CALIFORNIA 92260-1655
760.346.7481 • FAX 760.346.8315 • www.RBF.com
MAURICIO M. IACUELLI
DATE: 12-16-2014
R.C.E. C63249 • EXP. 06-30-16

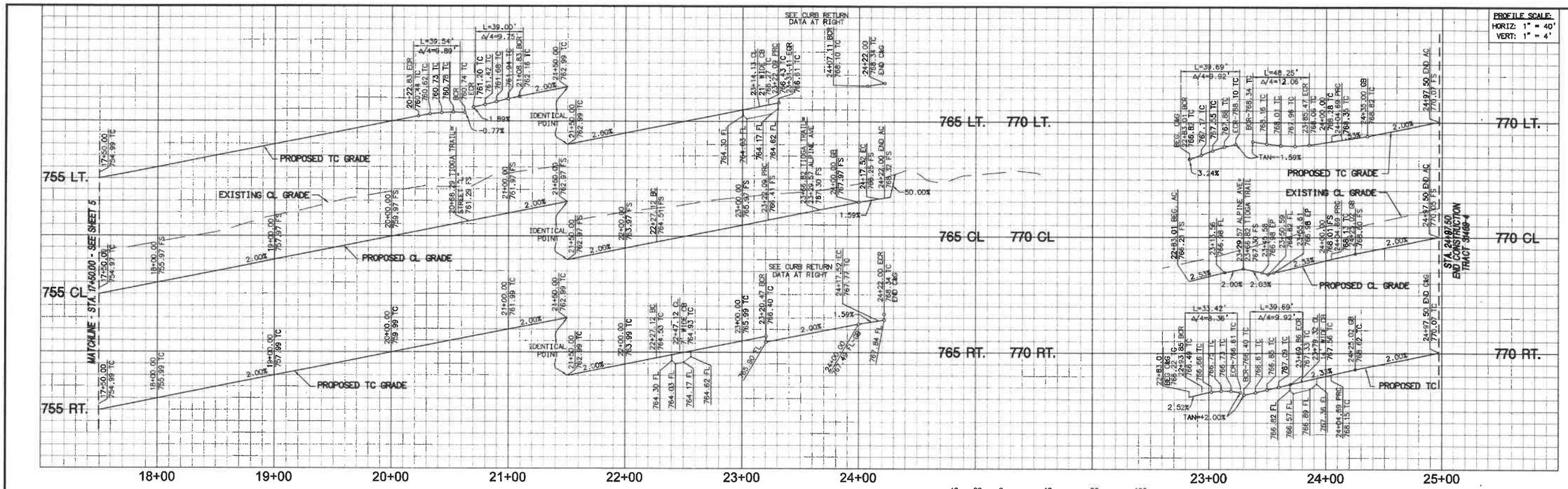
DESIGN BY: TB
DRAWN BY: TB
CHECKED BY: MMI
SCALE: AS NOTED
DATE: DEC. 2014
JOB NUMBER: 138587

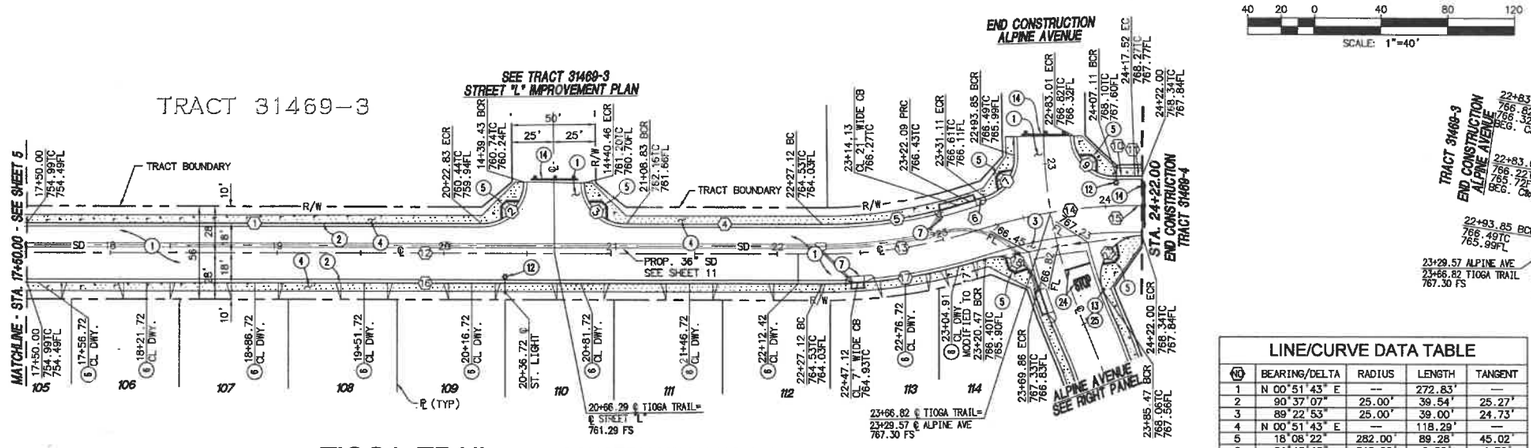
Reviewed By: _____ Date: _____
Staff Engineer
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: 12/30/15
Administrative Engineer
City of Beaumont, Public Works Department
Engineering Division
550 E. 6TH STREET
BEAUMONT, CA 92223
TEL.(951)769-8520 • FAX(951)769.8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT 31469-1
TIOGA TRAIL
STA. 10+67.00 TO STA. 17+50.00
A PORTION OF SECTION 35, T. 2 S., R. 1 W., S.B.M.
FOR: PARDEE HOMES

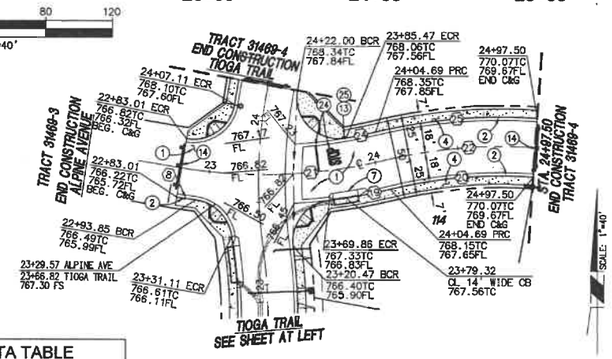
SHEET 5 OF 12 SHEETS
FILE NO.: 2096

H:\PLAT_PARDEE_PH3\CADD\LAND\DLV\IMPROVE\STREET\TRACT 31469-1\PARDEE_PH3-ST-005.DWG PATRICK.SAFARI 12/16/14 4:31 pm





TIOGA TRAIL



ALPINE AVENUE

CONSTRUCTION NOTES

1. CONSTRUCT 4" AC OVER 8" CLASS II AGGREGATE BASE
2. CONSTRUCT TYPE A-6 CURB AND GUTTER PER COUNTY OF RIVERSIDE STD. NO 200
3. CONSTRUCT 10' CROSS GUTTER AND SPANDREL PER COUNTY OF RIVERSIDE STD. NO. 209
4. CONSTRUCT SIDEWALK (WIDTH PER PLAN) PER COUNTY OF RIVERSIDE STD. NO. 401
5. CONSTRUCT CURB RAMP, CASE A PER COUNTY OF RIVERSIDE STD. NO. 403
6. CONSTRUCT 28' DRIVEWAY APPROACH PER COUNTY OF RIVERSIDE STD. NO. 207
7. CONSTRUCT GUTTER DEPRESSION FOR CURB OPENING CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 311, CASE B

12. INSTALL STREET LIGHT PER SEPARATE STREET LIGHT PLAN
13. INSTALL STREET NAME SIGN PER COUNTY OF RIVESIDE STD. NO. 816
14. INSTALL BARRICADE PER COUNTY OF RIVERSIDE STD. NO. 810
24. INSTALL STOP BAR AND LEGEND PER CALTRANS STD. A24D AND A24E
25. INSTALL R-1 STOP SIGN

REGISTERED PROFESSIONAL ENGINEER MAURICIO M. TACUELLO No. C63249 Exp. 06-30-16 CIVIL STATE OF CALIFORNIA

LINE/CURVE DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N 00°51'43" E	---	272.83'	---
2	90°37'07"	25.00'	39.54'	25.27'
3	89°22'53"	25.00'	39.00'	24.73'
4	N 00°51'43" E	---	118.29'	---
5	18°08'22"	282.00'	89.28'	45.02'
6	01°43'18"	318.00'	9.56'	4.78'
7	76°35'25"	25.00'	33.42'	19.74'
8	02°04'16"	318.00'	11.49'	5.75'
9	90°57'53"	25.00'	39.69'	25.42'
10	01°59'13"	318.00'	11.03'	5.51'
11	N 00°56'50" E	---	4.48'	---
12	N 00°51'43" E	---	477.12'	---
13	18°08'22"	300.00'	94.98'	47.89'
14	18°13'29"	300.00'	95.42'	48.12'
15	N 00°56'50" E	---	4.48'	---
16	N 00°51'43" E	---	477.12'	---
17	17°51'57"	318.00'	99.16'	49.98'
18	90°57'53"	25.00'	39.69'	25.42'
19	06°39'04"	318.00'	36.91'	18.48'
20	17°43'38"	282.00'	87.25'	43.98'
21	23°14'17"	300.00'	121.67'	61.68'
22	17°43'38"	300.00'	92.82'	46.78'
23	110°35'22"	25.00'	48.25'	36.10'
24	03°40'15"	282.00'	18.07'	9.04'
25	17°43'38"	318.00'	98.39'	49.59'

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVED BY THE CITY.

NOTE:
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DIG ALERT
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BASIS OF BEARINGS:
DESCRIPTION:
BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 65 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA
BEING: N 52°49'02.84" E

BENCHMARK: CITY OF BEAUMONT NO. 07.A.82
DESCRIPTION:
1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7". LOCATED AT THE S.E. CORNER 14TH AND PENNSYLVANIA AVE., 59 FT. S'LY AND 22 FT. E'LY OF CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R.
ELEV.= 2678.277 (1982)

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

RBF CONSULTING
A Baker Company
74-130 COUNTRY CLUB DRIVE, SUITE 201
PALM DESERT, CALIFORNIA 92260-1855
760.346.7481 • FAX 760.346.8315 • www.RBF.com
MAURICIO M. TACUELLO
DATE: 12-16-2014
R.C.E. C63249 • EXP. 06-30-16

DESIGN BY: TB
DRAWN BY: TB
CHECKED BY: MM
SCALE: AS NOTED
DATE: DEC. 2014
JOB NUMBER: 138587

Reviewed By: _____ Date: _____
Staff Engineer
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: 12/30/14
Administrative Engineer
City of Beaumont, Public Works Department
Engineering Division
550 E. 6TH STREET
BEAUMONT, CA 92223
TEL(951)769-8520 • FAX(951)769.8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT 31469-1
TIOGA TRAIL
STA. 17+50.00 TO STA. 24+22.00
ALPINE AVENUE
STA. 22+83.81 STA. 24+97.50
A PORTION OF SECTION 35, T. 2 S., R. 1 W., S.B.M.
FOR: PARDEE HOMES

SHEET 6 OF 12 SHEETS
FILE NO.: 2096

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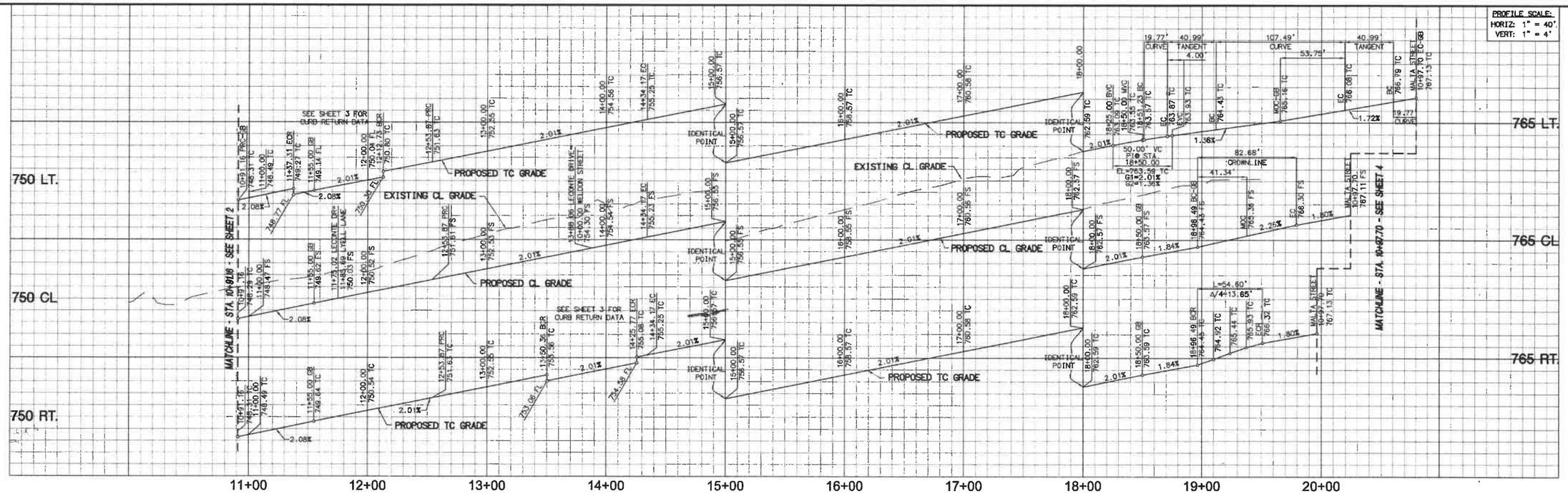

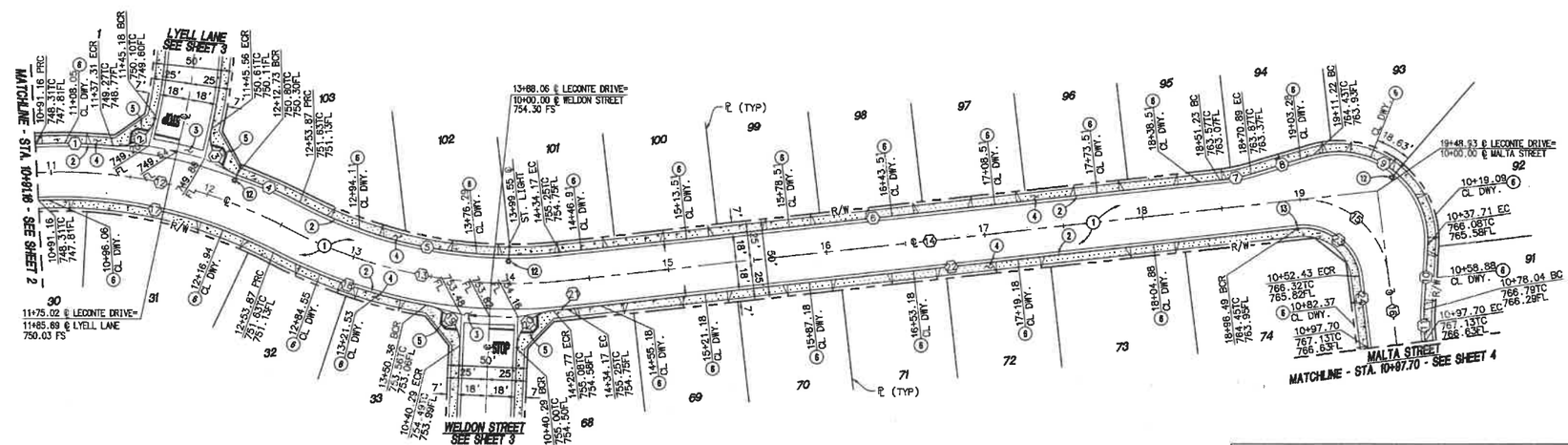

LINE/CURVE DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT	NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	08°48'51"	318.00'	48.92'	24.51'	13	34°26'06"	300.00'	180.30'	92.97'
2	83°05'07"	25.00'	36.25'	22.15'	14	N 00°51'43" E	---	462.32'	---
3	82°34'59"	25.00'	36.03'	21.98'	15	89°22'53"	53.00'	82.68'	52.43'
4	07°51'25"	318.00'	43.61'	21.84'	16	N 89°45'24" W	---	45.27'	---
5	34°26'06"	282.00'	169.48'	87.39'	17	31°04'29"	282.00'	152.94'	78.40'
6	N 00°51'43" E	---	417.05'	---	18	18°25'39"	318.00'	102.28'	51.58'
7	10°17'49"	110.00'	19.77'	9.91'	19	82°47'53"	25.00'	36.13'	22.04'
8	N 09°26'06" W	---	40.99'	---	20	82°47'54"	25.00'	36.13'	22.04'
9	109°58'31"	56.00'	107.49'	79.94'	21	01°36'14"	318.00'	8.90'	4.45'
10	N 79°27'35" W	---	40.99'	---	22	N 00°51'43" E	---	462.32'	---
11	10°17'49"	110.00'	19.77'	9.91'	23	89°22'53"	35.00'	54.60'	34.62'
12	31°04'29"	300.00'	162.71'	83.41'	24	N 89°45'24" W	---	45.27'	---

CONSTRUCTION NOTES

1. CONSTRUCT 4" AC OVER 8" CLASS II AGGREGATE BASE
2. CONSTRUCT TYPE A-6 CURB AND GUTTER PER COUNTY OF RIVERSIDE STD. NO 200
3. CONSTRUCT 10' CROSS GUTTER AND SPANDREL PER COUNTY OF RIVERSIDE STD. NO. 209
4. CONSTRUCT SIDEWALK (WIDTH PER PLAN) PER COUNTY OF RIVERSIDE STD. NO. 401
5. CONSTRUCT CURB RAMP, CASE A PER COUNTY OF RIVERSIDE STD. NO. 403
6. CONSTRUCT 28' DRIVEWAY APPROACH PER COUNTY OF RIVERSIDE STD. NO. 207
13. INSTALL STREET NAME SIGN PER COUNTY OF RIVESIDE STD. NO. 816

LECONTE DRIVE

NOTE:
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REGISTERED PROFESSIONAL ENGINEER MAURICIO M. IACUELLI No. C63249 Exp. 06-30-16 CIVIL STATE OF CALIFORNIA

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BASIS OF BEARINGS:
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BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 65 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA
BEING: N 52°49'02.84" E

BENCHMARK: CITY OF BEAUMONT NO. 07.A.82
DESCRIPTION:
1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7". LOCATED AT THE S.E. CORNER 14TH AND PENNSYLVANIA AVE., 59 FT. S'LY AND 22 FT. E'LY OF CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R.
ELEV.= 2678.277 (1982)

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

RBF CONSULTING A Baker Company
74-130 COUNTRY CLUB DRIVE, SUITE 201
PALM DESERT, CALIFORNIA 92260-1655
760.346.7481 • FAX 760.346.8315 • www.RBF.com
MAURICIO M. IACUELLI
DATE: 12-18-2014
R.C.E. C63249 • EXP. 06-30-16

DESIGN BY: TB
DRAWN BY: TB
CHECKED BY: MM
SCALE: AS NOTED
DATE: DEC. 2014
JOB NUMBER: 138687

Reviewed By: _____ Date: _____
Staff Engineer
Recommended for Approval By: _____ Date: _____
Approved By: Neste J. Lara Date: 12/30/14
Administrative Engineer
City of Beaumont, Public Works Department
Engineering Division
550 E. 6TH STREET BEAUMONT, CA 92223
TEL (951) 769-8520 • FAX (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT 31469-1
LECONTE DRIVE
STA. 10+91.16 TO STA. 19+48.93
A PORTION OF SECTION 35, T. 2 S., R. 1 W., S.B.M.
FOR: PARDEE HOMES

SHEET 7 OF 12 SHEETS
FILE NO.: 2046

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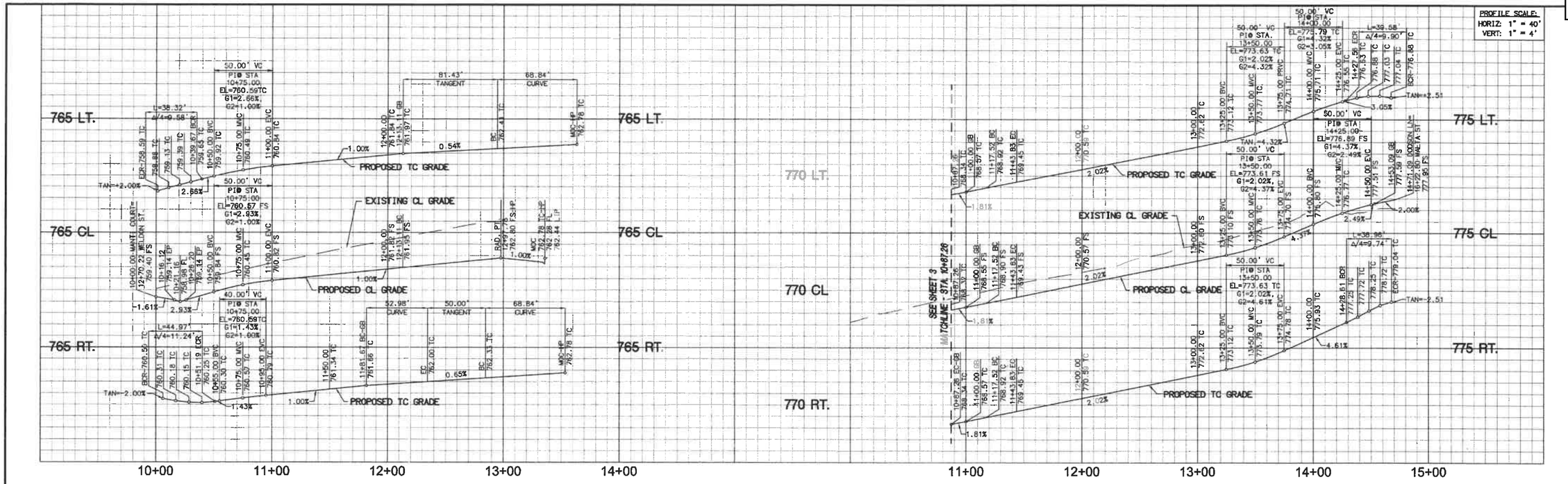

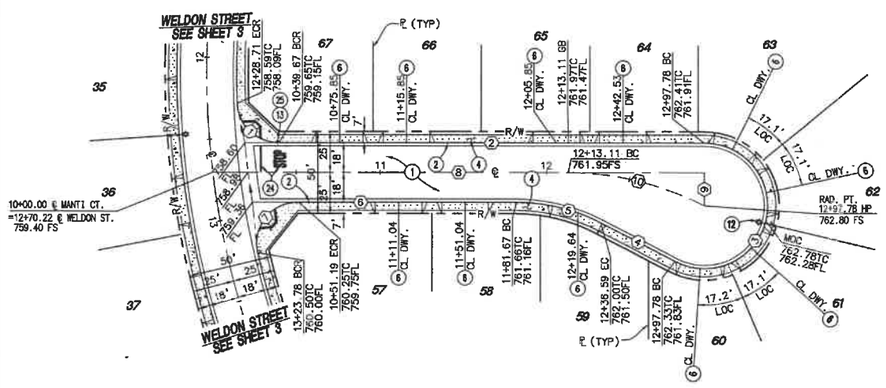

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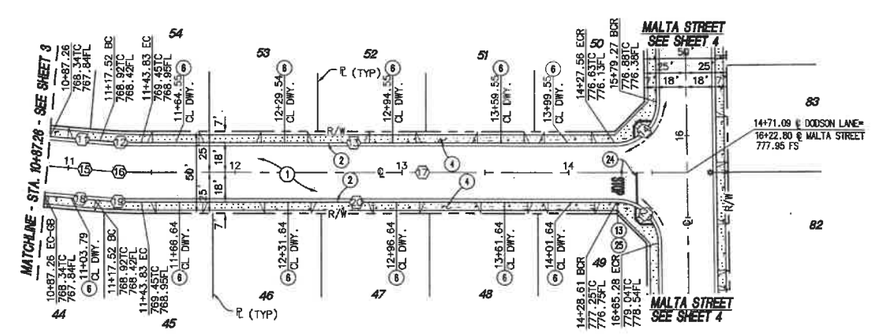

DODSON LANE

CONSTRUCTION NOTES

1. CONSTRUCT 4" AC OVER 8" CLASS II AGGREGATE BASE
2. CONSTRUCT TYPE A-6 CURB AND GUTTER PER COUNTY OF RIVERSIDE STD. NO 200
4. CONSTRUCT SIDEWALK (WIDTH PER PLAN) PER COUNTY OF RIVERSIDE STD. NO. 401
8. CONSTRUCT 28' DRIVEWAY APPROACH PER COUNTY OF RIVERSIDE STD. NO. 207
12. INSTALL STREET LIGHT PER SEPARATE STREET LIGHT PLAN
13. INSTALL STREET NAME SIGN PER COUNTY OF RIVESIDE STD. NO. 816
24. INSTALL STOP BAR AND LEGEND PER CALTRANS STD. A24D AND A24E
25. INSTALL R-1 STOP SIGN

LINE/CURVE DATA TABLE

(NO)	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	87°49'12"	25.00'	38.32'	24.07'
2	N 00°51'43" E	—	254.87'	—
3	207°35'51"	38.00'	137.68'	—
4	N 28°27'34" E	—	50.00'	—
5	27°35'51"	110.00'	52.98'	27.02'
6	N 00°51'43" E	—	130.48'	—
7	103°04'29"	25.00'	44.97'	31.47'
8	N 00°51'43" E	—	294.54'	—
9	N 89°08'17" W	—	20.00'	—
10	27°35'45"	175.79'	84.67'	43.17'
11	N 05°58'17" E	—	30.26'	—
12	05°01'29"	282.00'	24.73'	12.37'
13	N 00°56'48" E	—	283.72'	—
14	90°42'12"	25.00'	39.58'	25.31'
15	N 05°58'17" E	—	30.26'	—
16	05°01'29"	300.00'	26.31'	13.16'
17	N 00°56'48" E	—	327.26'	—
18	N 05°58'17" E	—	30.26'	—
19	05°01'29"	318.00'	27.89'	13.95'
20	N 00°56'48" E	—	284.78'	—
21	89°17'48"	25.00'	38.96'	24.69'

NOTE:
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REGISTERED PROFESSIONAL ENGINEER MAURICIO M. IACUELI No. C63249 Exp. 05-30-16 CIVIL STATE OF CALIFORNIA

SCALE: 1"=40'

40 20 0 40 80 120

SCALE: 1"=40'

DIG ALERT
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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 55 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA
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ELEV.= 2678.277 (1982)

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

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MAURICIO M. IACUELI
DATE: 12-16-2014
R.C.E. C63249 • EXP. 05-30-16

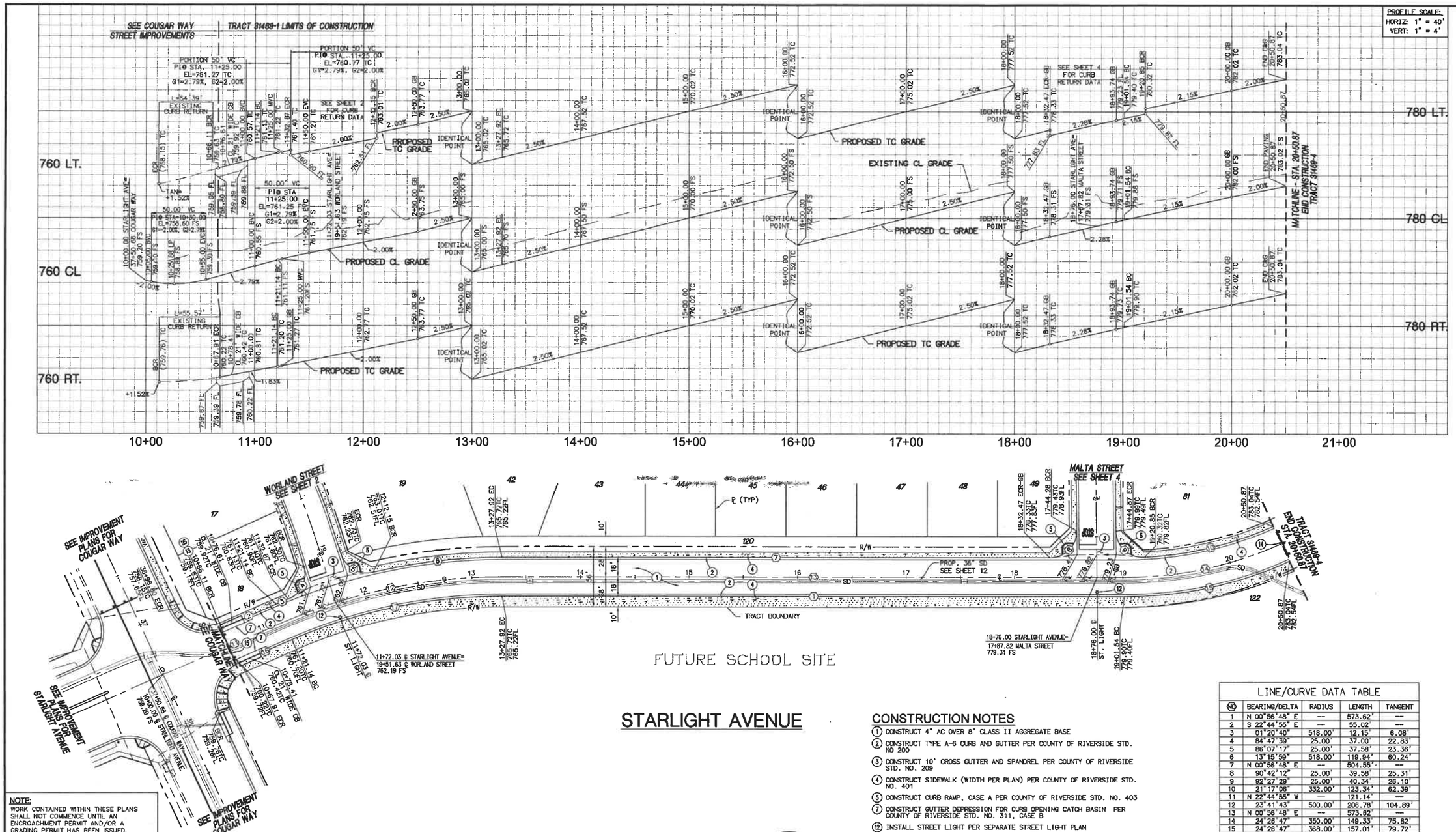
DESIGN BY: TB
DRAWN BY: TB
CHECKED BY: MMI
SCALE: AS NOTED
DATE: DEC. 2014
JOB NUMBER: 138587

Reviewed By: _____ Staff Engineer Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Administrative Engineer Date: 12/30/14
City of Beaumont, Public Works Department
Engineering DIVision
550 E. 6TH STREET
BEAUMONT, CA 92223
TEL(951)769-8520 • FAX(951)769.8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT 31469-1
MANTI COURT
STA. 10+00.00 TO STA. 12+97.78
DODSON LANE
STA. 10+87.26 TO STA. 14+71.09
A PORTION OF SECTION 35, T. 2 S., R. 1 W., S.B.M.
FOR: PARDEE HOMES

SHEET 8 OF 12 SHEETS
FILE NO.: 2096

H:\PDATA\PARDEE_PH13\CADD\LAND\DLV\IMPROVE\STREET\TRACT 31469-1\PARDEE_PH13-ST-008.DWG PATRICK.SAFARI 12/16/14 4:42 pm



STARLIGHT AVENUE

CONSTRUCTION NOTES

1. CONSTRUCT 4" AC OVER 8" CLASS II AGGREGATE BASE
2. CONSTRUCT TYPE A-6 CURB AND GUTTER PER COUNTY OF RIVERSIDE STD. NO 200
3. CONSTRUCT 10' CROSS GUTTER AND SPANDREL PER COUNTY OF RIVERSIDE STD. NO. 209
4. CONSTRUCT SIDEWALK (WIDTH PER PLAN) PER COUNTY OF RIVERSIDE STD. NO. 401
5. CONSTRUCT CURB RAMP, CASE A PER COUNTY OF RIVERSIDE STD. NO. 403
7. CONSTRUCT GUTTER DEPRESSION FOR CURB OPENING CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 311, CASE B
12. INSTALL STREET LIGHT PER SEPARATE STREET LIGHT PLAN
13. INSTALL STREET NAME SIGN PER COUNTY OF RIVESIDE STD. NO. 816
14. INSTALL BARRICADE PER COUNTY OF RIVERSIDE STD. NO. 810
15. REMOVE AND DISPOSE OF EXISTING BARRICADE
25. INSTALL R-1 STOP SIGN

LINE/CURVE DATA TABLE

(NO)	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N 00°56'48" E	---	573.62'	---
2	S 22°44'55" E	---	55.02'	---
3	01°20'40"	518.00'	12.15'	6.08'
4	84°47'39"	25.00'	37.00'	22.83'
5	86°07'17"	25.00'	37.58'	23.36'
6	13°15'59"	518.00'	119.94'	60.24'
7	N 00°56'48" E	---	504.55'	---
8	90°42'12"	25.00'	39.58'	25.31'
9	92°27'29"	25.00'	40.34'	26.10'
10	21°17'06"	332.00'	123.34'	62.39
11	N 22°44'55" W	---	121.14'	---
12	23°41'43"	500.00'	206.78'	104.89'
13	N 00°56'48" E	---	573.62'	---
14	24°26'47"	350.00'	149.33'	75.82'
15	24°26'47"	368.00'	157.01'	79.72'
16	N 22°44'55" W	---	53.23'	---
17	23°41'43"	482.00'	199.34'	101.11'

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVED BY THE CITY.

NOTE:
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SCALE: 1"=40'

REGISTERED PROFESSIONAL ENGINEER MAURICIO M. IACUELLI No. C63249 Exp. 06-30-16 CIVIL STATE OF CALIFORNIA

DIG ALERT
DIAL TOLL FREE 1(800) 227-2600
At Least Two Working Days Before You Dig
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 66 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA
BEING: N 52°49'02.84" E

BENCHMARK: CITY OF BEAUMONT NO. 07.A.82
DESCRIPTION:
1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7". LOCATED AT THE S.E. CORNER 14TH AND PENNSYLVANIA AVE., 59 FT. S'LY AND 22 FT. E'LY OF CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R.
ELEV.= 2678.277 (1982)

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

RBF CONSULTING A Baker Company
74-130 COUNTRY CLUB DRIVE, SUITE 201
PALM DESERT, CALIFORNIA 92260-1656
760.346.7481 • FAX 760.346.8315 • www.RBF.com
MAURICIO M. IACUELLI
DATE: 12-16-2014
R.C.E. C63249 • EXP. 06-30-16

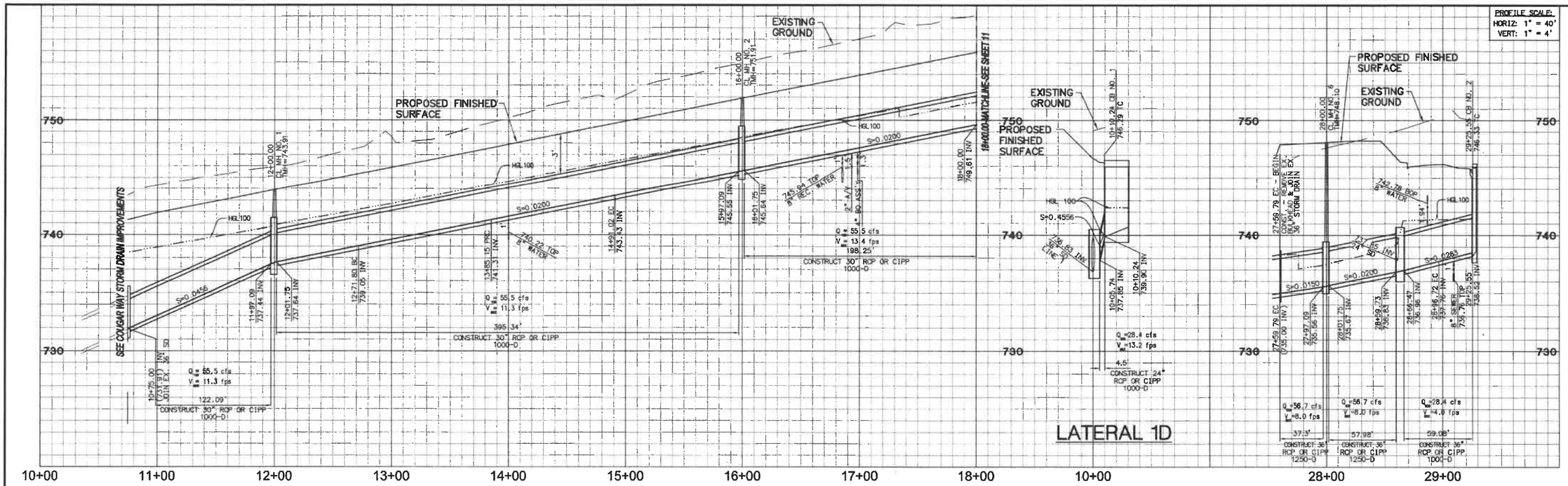
DESIGN BY: TB
DRAWN BY: TB
CHECKED BY: MMI
SCALE: AS NOTED
DATE: DEC. 2014
JOB NUMBER: 138687

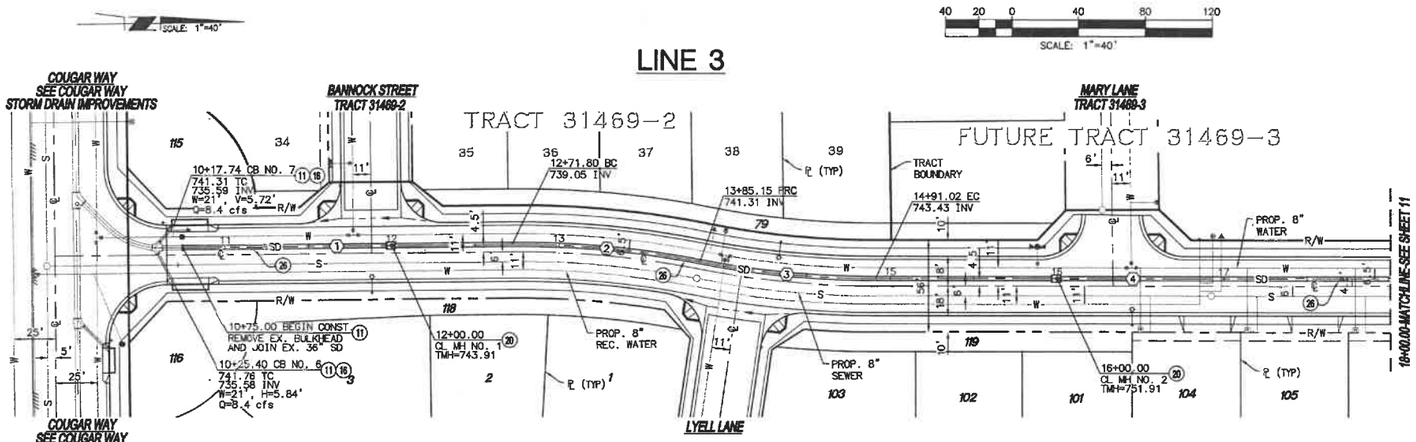
Reviewed By: _____ Staff Engineer Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Administrative Engineer Date: 12/30/14
City of Beaumont, Public Works Department
Engineering Division
550 E. 6TH STREET BEAUMONT, CA 92223
TEL:(951)769-8520 • FAX:(951)769.8526

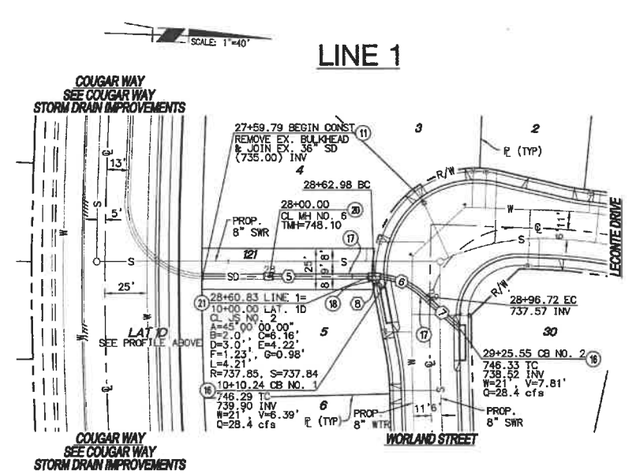
CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT 31469-1
STARLIGHT AVENUE
STA. 10+66.11 TO STA. 20+50.87
A PORTION OF SECTION 35, T. 2 S., R. 1 W., S.B.M.
FOR: PARDEE HOMES

SHEET 9 OF 12 SHEETS
FILE NO.: 2006

H:\PDATA\PARDEE_PH3\CADD\LAND\DLV\IMPROVE\STREET\TRACT 31469-1\PARDEE_PH3-ST-009.DWG PATRICK.SAFARI 12/16/14 4:45 pm







NOTE:
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NOTE:
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CONSTRUCTION NOTES

(11) REMOVE EXISTING CONCRETE BULKHEAD
(16) CONSTRUCT CATCH BASIN NO. 1 PER RCFC&WCD STD. NO. CB100
(17) INSTALL 36" RCP OR CIPP STORM DRAIN (D-LOAD PER PLAN)
(18) INSTALL 24" RCP OR CIPP STORM DRAIN (D-LOAD PER PLAN)
(20) CONSTRUCT MANHOLE NO. 1 PER RCFC&WCD STD. NO. MH251
(21) CONSTRUCT JUNCTION STRUCTURE NO. 2 PER RCFC&WCD STD. NO. JS227
(26) INSTALL 30" RCP OR CIPP STORM DRAIN (D-LOAD PER PLAN)

REGISTERED PROFESSIONAL ENGINEER — MAURICIO M. IACUELLI — No. C63249 Exp. 06-30-16 — CIVIL — STATE OF CALIFORNIA

LINE/CURVE DATA TABLE

NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N00°16'08"E	—	210.19'	—
2	11°42'46"	554.50'	113.35'	56.88'
3	11°07'11"	545.50'	105.87'	53.10'
4	N00°51'43"E	—	308.98'	—
5	N01°53'12"W	—	103.19'	—
6	42°57'37"	45.00'	33.74'	17.71'
7	N41°04'25"E	—	28.83	—
8	N43°06'48"E	—	10.24'	—

DIG ALERT — DIAL TOLL FREE 1(800) 227-2600 — At Least Two Working Days Before You Dig — UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 65 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA
BEING: N 52°49'02.84" E

BENCHMARK: CITY OF BEAUMONT NO. 07.A.82
DESCRIPTION:
1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7", LOCATED AT THE S.E. CORNER 14TH AND PENNSYLVANIA AVE., 59 FT. S'LY AND 22 FT. E'LY OF CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R.
ELEV.= 2678.277 (1982)

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

RBF CONSULTING — A [redacted] Company
74-130 COUNTRY CLUB DRIVE, SUITE 201
PALM DESERT, CALIFORNIA 92260-1655
760.346.7481 • FAX 760.346.6315 • www.RBF.com
MAURICIO M. IACUELLI — DATE: 12-16-2014 — R.C.E. C63249 • EXP. 06-30-16

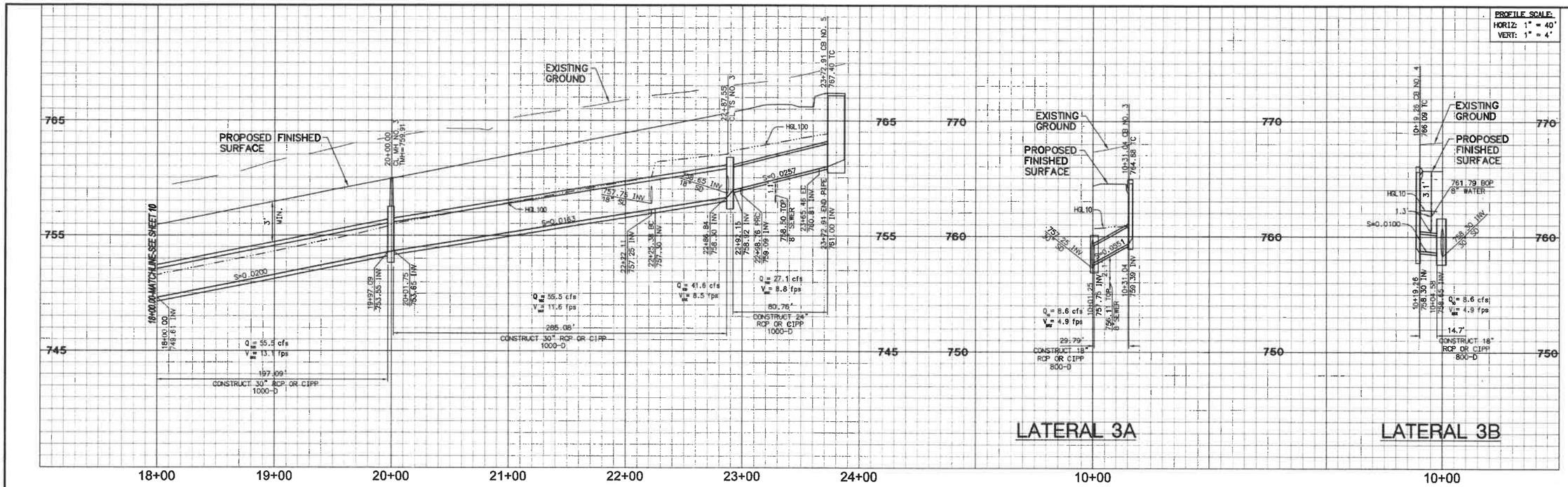
DESIGN BY: KE
DRAWN BY: KE
CHECKED BY: MMI
SCALE: AS NOTED
DATE: DEC. 2014
JOB NUMBER: 130887

Reviewed By: _____ Staff Engineer — Date: _____
Recommended for Approval By: _____ — Date: _____
Approved By: Hoda L Lamen — Administrative Engineer — Date: 12/30/14
City of Beaumont, Public Works Department — Engineering Division
550 E. 6TH STREET, BEAUMONT, CA 92223, TEL(951)769-8520 • FAX(951)769-8526

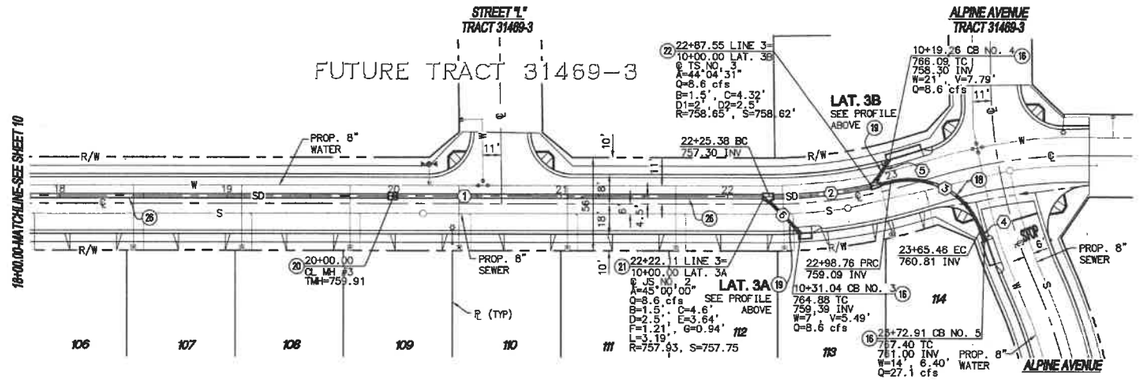
CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN PLANS
TRACT 31469-1
LINE 3 - STA. 10+75.00 TO STA. 18+00.00
TIOGA TRAIL
LINE 1 - STA. 27+59.79 TO STA. 29+25.55
A PORTION OF SEC.35, T.2 S., R. 1 W., SBM
FOR: PARDEE CONSTRUCTION

SHEET 10 OF 12 SHEETS
FILE NO.: 2006

H:\PDATA\PARDEE_PH3\CADD\LAND\DLV\IMPROVE\STREET\TRACT 31469-1\PARDEE_PH3-SD-010.DWG PATRICK.SAFARI 12/16/14 4:58 pm



LINE 3



TIOGA TRAIL

CONSTRUCTION NOTES

(16) CONSTRUCT CATCH BASIN NO. 1 PER RCFC&WCD STD. NO. CB100
(18) INSTALL 24" RCP OR CIPP STORM DRAIN (D-LOAD PER PLAN)
(19) INSTALL 18" RCP OR CIPP STORM DRAIN (D-LOAD PER PLAN)
(20) CONSTRUCT MANHOLE NO. 1 PER RCFC&WCD STD. NO. MH251
(21) CONSTRUCT JUNCTION STRUCTURE NO. 2 PER RCFC&WCD STD. NO. JS227
(22) CONSTRUCT TRANSITION STRUCTURE NO. 3 PER RCFC&WCD STD. NO. TS303
(26) INSTALL 30" RCP OR CIPP STORM DRAIN (D-LOAD PER PLAN)

LINE/CURVE DATA TABLE

(NO)	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N00°51'43"E	---	425.38'	---
2	14°13'40"	295.50'	73.38'	36.88'
3	84°55'46"	45.00'	66.70'	41.18'
4	N71°33'49"E	---	7.45'	---
5	N57°02'59"W	---	19.26'	---
6	N45°51'43"E	---	31.04'	---

NOTE:
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SCALE: 1"=40'
40 20 0 40 80 120
SCALE: 1"=40'

REGISTERED PROFESSIONAL ENGINEER
MAURICIO M. IACUELLI
No. C63249
Exp. 06-30-16
CIVIL
STATE OF CALIFORNIA

DIG ALERT
DIAL TOLL FREE
1(800) 227-2600
At Least Two Working Days Before You Dig
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
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BEING: N 52°49'02.84" E

BENCHMARK: CITY OF BEAUMONT NO. 07.A.82
DESCRIPTION:
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ELEV.= 2678.277 (1982)

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

RBF CONSULTING
A Baker Company
74-130 COUNTRY CLUB DRIVE, SUITE 201
PALM DESERT, CALIFORNIA 92260-1856
760.346.7481 • FAX 760.346.8315 • www.RBF.com
MAURICIO M. IACUELLI
DATE: 12-16-2014
R.C.E. C63249 • EXP. 06-30-16

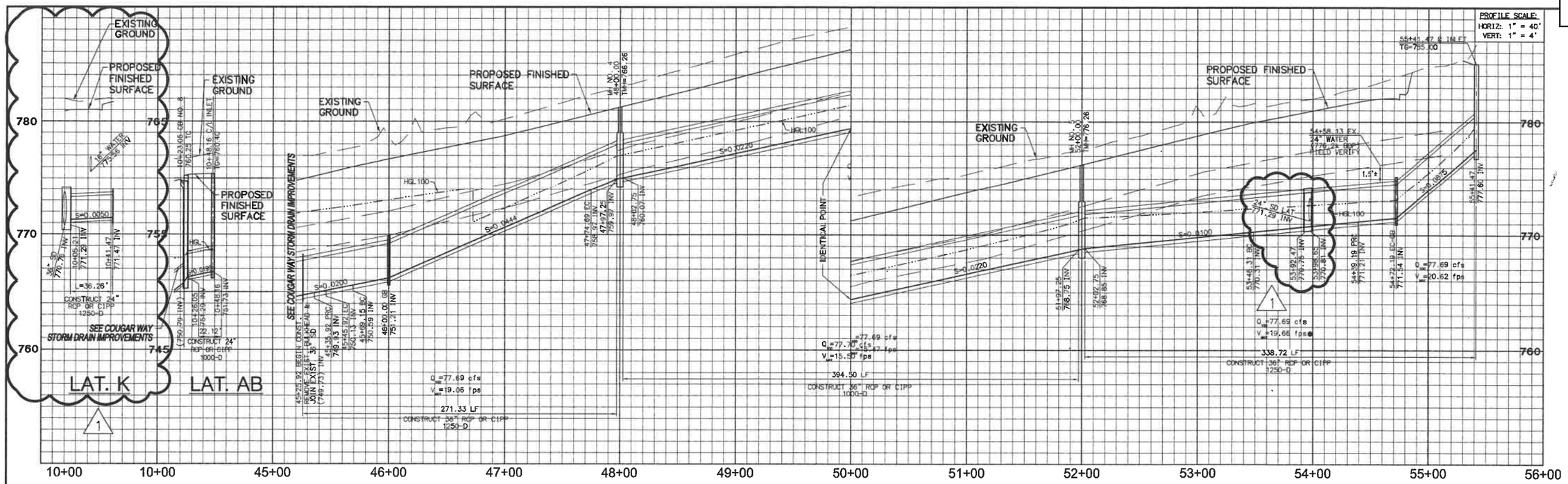
DESIGN BY: KE
DRAWN BY: KE
CHECKED BY: MMI
SCALE: AS NOTED
DATE: DEC. 2014
JOB NUMBER: 198587

Reviewed By: _____ Date: _____ Staff Engineer
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: 12/30/14 Administrative Engineer
City of Beaumont, Public Works Department
Engineering Division
550 E. 6TH STREET
BEAUMONT, CA 92223
TEL:(951)769-8520 * FAX(951)769.8526

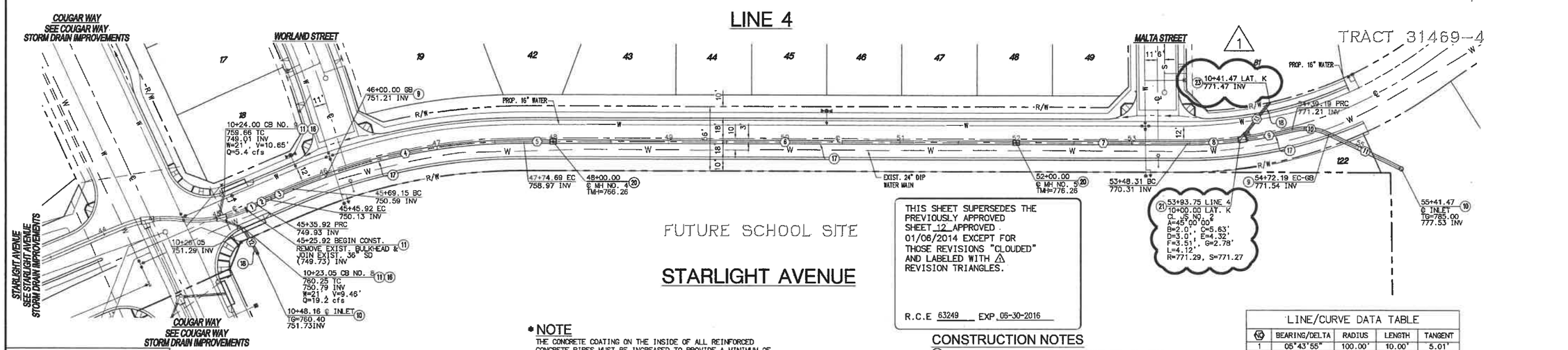
CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN PLANS
TRACT 31469-1
LINE 3 - STA. 18+00.00 TO STA. 23+72.91
LATERAL 3A - STA. 10+00.00 TO STA. 10+31.04
LATERAL 3B - STA. 10+00.00 TO STA. 10+19.26
A PORTION OF SEC.35, T.2 S., R. 1 W., SBM
FOR: PARDEE CONSTRUCTION

SHEET 11 OF 12 SHEETS
FILE NO.: 2036

H:\PDATA\PARDEE_PH3\CADD\LAND\DLV\IMPROVE\STREET\TRACT 31469-1\PARDEE_PH3-SD-011.DWG PATRICK.SAFARI 12/16/14 5:01 pm



LINE 4



THIS SHEET SUPERSEDES THE PREVIOUSLY APPROVED SHEET 12 APPROVED 01/06/2014 EXCEPT FOR THOSE REVISIONS "CLOUDED" AND LABELED WITH △ REVISION TRIANGLES.

R.C.E 63249 EXP 06-30-2016

NOTE:
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SCALE: 1"=40'

40 20 0 40 80 120

SCALE: 1"=40'

***NOTE**
THE CONCRETE COATING ON THE INSIDE OF ALL REINFORCED CONCRETE PIPES MUST BE INCREASED TO PROVIDE A MINIMUM OF 1-1/2" OVER THE REINFORCING WHEN THE DESIGN VELOCITIES EXCEED 20 fps. THE CONCRETE DESIGN STRENGTH IN THESE REACHES SHALL BE f'c=5,000 psi FOR VELOCITIES EXCEEDING 20 fps AND f'c=6,000 psi FOR VELOCITIES EXCEEDING 30 fps.

REGISTERED PROFESSIONAL ENGINEER MAURICIO M. IACUELLI No. C63249 Exp. 06-30-16 CIVIL STATE OF CALIFORNIA

CONSTRUCTION NOTES

(9) CONSTRUCT CONCRETE COLLAR PER RCFC&WCD STD. NO. M803
(10) CONSTRUCT TYPE "X" INLET PER RCFC&WCD STD.NO. CB108
(11) REMOVE EXISTING CONCRETE BULKHEAD
(16) CONSTRUCT CATCH BASIN NO. 1 PER RCFC&WCD STD. NO. CB100
(17) INSTALL 36" RCP OR CIPP STORM DRAIN (D-LOAD PER PLAN)
(18) INSTALL 24" RCP OR CIPP STORM DRAIN (D-LOAD PER PLAN)
(20) CONSTRUCT MANHOLE NO. 1 PER RCFC&WCD STD. NO. MH251
(21) CONSTRUCT JUNCTION STRUCTURE NO. 2 PER RCFC&WCD STD. NO. JS227
(23) CONSTRUCT CONCRETE BULKHEAD PER RCFC&WCD STD. M816

LINE/CURVE DATA TABLE

NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	05°43'55"	100.00'	10.00'	5.01'
2	05°43'55"	100.00'	10.00'	5.01'
3	N 22°44'55" W	---	23.23'	---
4	23°41'43"	497.00'	205.54'	104.26'
5	N 00°56'48" E	---	22.98'	---
6	N 00°56'48" E	---	395.34'	---
7	N 00°56'48" E	---	145.98'	---
8	07°10'02"	353.00'	44.16'	22.11'
9	06°34'46"	353.00'	40.54'	20.29'
10	41°50'01"	45.19'	33.00'	17.27'
11	N 26°13'49" E	---	69.29'	---
12	N 61°22'48" E	---	22.12'	---
13	N 51°25'42" W	---	38.27'	---

DIG ALERT
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BEING: N 52°49'02.84" E

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ELEV.= 2678.277 (1982)

BY	MARK	DESCRIPTION	APPR.	DATE
	△	ADDED 24" STORM DRAIN LATERAL AND JUNCTION STRUCTURE	FLC	3/27/15

ENGINEER — REVISIONS — CITY

RBF CONSULTING A Baker Company
74-130 COUNTRY CLUB DRIVE, SUITE 201
PALM DESERT, CALIFORNIA 92260-1655
760.346.7481 • FAX 760.346.8315 • www.RBF.com
MAURICIO M. IACUELLI
DATE: 03-12-2015
R.C.E. C63249 • EXP. 06-30-16

DESIGN BY: KE
DRAWN BY: KE
CHECKED BY: MMI
SCALE: AS NOTED
DATE: MARCH 2015
JOB NUMBER: 139587

Reviewed By: _____ Date: _____ Staff Engineer
Recommended for Approval By: _____ Date: _____
Approved By: Natalie L. Rainer Date: 3/27/15 Administrative Engineer
City of Beaumont, Public Works Department
Engineering Division
550 E. 6TH STREET BEAUMONT, CA 92223
TEL(951)769-8520 * FAX(951)769.8526

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN PLANS
TRACT 31469-1
LINE 4 - STA. 45+25.92 TO STA. 55+40.92
STARLIGHT AVENUE
A PORTION OF SEC.35, T.2 S., R. 1 W., SBM
FOR: PARDEE CONSTRUCTION

SHEET 12 OF 12 SHEETS
FILE NO.: 2036 A

DATA\PARDEE_PH3\CADD\LAND\DLV\IMPROVE\STREET\TRACT 31469-1\PARDEE_PH3-SD-012.DWG CHARISSE.GARRIDO 3/12/15 12:39 pm

City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
www.ci.beaumont.ca.us

Case No. PW2022-0818
Receipt No. R01216872
Fee $ $3,484.43
Date Paid 2/3/2022

BOND EXONERATION APPLICATION

Bond Type: ☑ Performance ☐ Maintenance ☐ Final Monument Inspection ☐ Other:_____

1. Contact's Name Rick Rush Phone (951) 539-5294

2. Contact's Address 1250 Corona Pointe Court Suite 600 Corona, CA 92879
City/State/Zip

5. Contact's E-mail rick.rush@tripointehomes.com

3. Developer Name Tripointe Homes Phone (951) 428-4410
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address 1250 Corona Pointe Court Suite 600 Corona, CA 92879
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):
Bond No. 0216989
Tract 37426 (Locals) Sewer Improvement Bond
File No. 3198

6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

Rick Rush 01/27/2022
Print Name and Sign – Contact/Applicant Date

7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.

Rick Rush 01/27/2022
Print Name and Sign – Contact/Applicant Date

8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.
   - Remove and replace concrete and AC as needed where lifting.
   - Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
   - Provide Type II slurry coat for all road surfaces.
   - Restore/Verify pavement striping/markings.
   - Restore/Verify blue dots and signage as needed.
   - Clean and camera sewer. Provide report and video copy of camera survey.
   - Provide all final geotechnical reports.
   - Provide Engineers' certification for line and grade within Right-of-Way.
   - Provide Landscape Architects Certification as required.

Rick Rush 01/27/2022

Print Name and Sign – Contact/Applicant Date

Bond No. 0216989-M
Premium is included in Performance Bond.

MAINTENANCE BOND

WHEREAS, the City of Beaumont ("City"), a municipal corporation, and Tri Pointe Homes IE-SD, Inc. formerly known as Pardee Homes (hereinafter "Principal"), have entered into an agreement by which Principal agrees to install and complete certain designated public improvements and to guarantee and warrant the work for the period of one year following its completion and acceptance, which said agreement, dated July 20, 2018, and identified as Sundance PA 13 Tract 37426 Sewer Improvements is hereby referred to and made a part hereof; and:

WHEREAS, Principal is required under the terms of the agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, to comply with the terms of the agreement.

NOW, THEREFORE, we, the Principal and Berkley Insurance Company ("Surety") admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City of Beaumont as obligee, in the penal sum of *** dollars ($ 15,465.78) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents. ***Fifteen Thousand Four Hundred Sixty-Five and 78/100***

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the agreement and any alteration thereof made as therein provided, on his or its 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 Beaumont, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the agreement, the obligation of the Principal and surety under this bond shall remain in effect for a period of one (1) year after the completion and acceptance of the work. During that time, if the Principal or his or its heirs, executors, administrators, successors or assigns, fails to make full, complete and satisfactory repair and replacement or totally protect the City from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the work, then the obligation shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety shall continue so long as any obligation of the Principal remains.

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The Surety waives all rights of subrogation against the City or any person employed by the City.

[signatures on following page]

SIGNED AND SEALED THIS 13th DAY OF July 2022.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

(Seal)

SURETY Berkley Insurance Company

By: Michelle Haase

Michelle Haase, Attorney-in-Fact

(Name)

(Address)

4 Hutton Centre Drive, Suite 640

Santa Ana, CA 92707

Not Applicable

(Seal)

Tri Pointe Homes IE-SD, Inc., formerly known as Pardee Homes

PRINCIPAL

By:

Michael C. Taylor, Division President

(Name)

(Title)

(Address)

1250 Corona Pointe Court, Suite 600

Corona, CA 92879

By:

(Name)

(Title)

(Address)

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

California All-Purpose Certificate of 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 Riverside } s.s.

On July 18, 2022 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Michael C. Taylor
Name of Signer (1)

Name of Signer (2)

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 of Notary Public

TGJ1 ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023 TGJ1

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF 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 Orange }

On JUL 13 2022 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
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.

Notary Public Signature (Notary Public Seal)

JANINA MONROE
Notary Public - California
Orange County
Commission # 2406696
My Comm. Expires Jun 25, 2026

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____ (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they,~~ is ~~/are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company

No. BI-7798

Item 3.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Janina Monroe; Thomas G. McCall; Michelle Haase; Timothy J. Noonan; Martha Barreras; or Rachel A. Mullen of Lockton Companies, LLC dba Lockton Insurance Brokers, LLC of Irvine CA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23rd day of May, 2022.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 23rd day of May, 2022, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this 13th day of July, 2022.

_____
Vincent P. Forte

Punch List

Project Name: (Locals) Street Improvement Performance Bond **Bond Number: 0216988**

	Tract No: 37426	PW2022-0818	File No: 3199
Inspected By: Jason Craghead		**Page: 1 of 1**	**Date: 5/25/2022**

Item No.	Description	Completed by Construction (Sign/Date)	Accepted by (Sign/Date)
1)	**No items at this time**		
2)			
3)			
4)			
5)			
6)			
7)			
8)			
9)			
10)			
11)			

[COMPANY NAME]

Rev. 02/25/2015

Basic Gov (Sales Force) # PW2018-0092
File # 3198

AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN

(Tract Map/Parcel Map/Plot Plan No. 37426)

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT ("CITY") and Pardee Homes, a California company ("DEVELOPER").

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 37426 , ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and Sundance PA 13 Sewer Improvement.

B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and

C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the acceptance of the DEVELOPER's offer of dedication and the approval of the Map for filing and recording as provided and required by law, the CITY and the DEVELOPER hereby agree as follows:

1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER's sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.

2. Inspection by the CITY. The CITY shall inspect, at the DEVELOPER's sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than $2,000,000.00 per occurrence for all coverages and $2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified

herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for $2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.

8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, etcetera, is the result of the sole negligence or sole willful misconduct of the CITY.

9. Procedure for Release of Performance Bond Security. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:

a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of $350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.

d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.

e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.

10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.

11. Security for One-Year Warranty Period. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

12. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

14. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.

15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

CITY OF BEAUMONT

By _____
Mayor

_____
Date

DEVELOPER

By _____
7-20-16
Date
Jeffrey R. Chambers
Title: Vice President Development

Address: 1250 Corona Pointe Ct. #600
Corona, CA 92879

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 Riverside)

On July 20, 2018 before me, Sonal Shah, Notary Public
(insert name and title of the officer)

personally appeared Jeffrey Chambers,
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.

SONAL SHAH
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2216371
RIVERSIDE COUNTY
My Comm. Exp. September 30, 2021

Signature Sonal Shah (Seal)

Bond No. 0216989
Premium: $657.00

Basic Gov (Sales Force) # _____
File # _____

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Pardee Homes (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated July 20, 2018 whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. Sundance PA 13 Sewer Improvements Tract 37426 which is hereby incorporated herein and made a part hereof; and

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Berkley Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of One Hundred Fifty Four Thousand Six* dollars ($ 154,657.75) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.
*Hundred Fifty Seven and 75/100---

The condition of this obligation is such that if the 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 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, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations 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 or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 18, 20 18 .

PRINCIPAL:	SURETY:
Pardee Homes	Berkley Insurance Company
By	By
Title Jeffrey R. Chambers Vice President Development	Title Janina Monroe, Attorney-In-Fact

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 Orange }

On JUL 1 8 2018 before me, Mariana Lopez, Notary Public,
(Here insert name and title of the officer)

personally appeared Janina Monroe,
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.

Notary Public Signature (Notary Public Seal)

MARIANA LOPEZ
Notary Public – California
Orange County
Commission # 2213241
My Comm. Expires Sep 9, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Performance Bond
(Title or description of attached document)

0216989
(Title or description of attached document continued)

Number of Pages 1 Document Date 7/18/18

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

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 Riverside)

On July 20, 2018 before me, Sonal Shah, Notary Public
(insert name and title of the officer)

personally appeared Jeffrey Chambers,
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.

SONAL SHAH
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2216371
RIVERSIDE COUNTY
My Comm. Exp. September 30, 2021

Signature Sonal Shah (Seal)

No. BI-7798a

Item 3.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Janina Monroe, Paul Boucher, Thomas G. McCall, Michelle Haase, Dennis E. Langer or Timothy J. Noonan of Lockton Insurance Brokers, LLC, A Division of Lockton Companies, LLC of Irvine, California*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22 day of July, 2013.

Attest:

(Seal) By _____
Ira S. Lederman
Senior Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 22 day of July, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

_____
Notary Public, State of Connecticut

KATHLEEN COREY
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES OCTOBER 31, 2017

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this _____ day of JUL 18 2018, _____.

(Seal)

_____
Andrew M. Tuma

WARNING – Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and **verification instructions** (on reverse) must be in blue ink.

Bond No. 0216989
Premium is included in the cost of the Performance Bond

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Pardee Homes (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated July 20, 2018 whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. Sundance PA 13 Sewer Improvements Tract 37426 which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Section 8000, et seq., of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of One Hundred Fifty Four Thousand* dollars ($ 154,657.75), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the 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 in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered. *Six Hundred Fifty Seven and 75/100---

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., 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.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 18, 20 18.

PRINCIPAL:

Pardee Homes

By

Title Jeffrey R. Chambers
Vice President Development

SURETY:

Berkley Insurance Company

By

Title Janina Monroe, Attorney-In-Fact

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 Orange }

On JUL 1 8 2018 before me, Mariana Lopez, Notary Public,
(Here insert name and title of the officer)

personally appeared Janina Monroe,
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.

Notary Public Signature (Notary Public Seal)

MARIANA LOPEZ
Notary Public – California
Orange County
Commission # 2213241
My Comm. Expires Sep 9, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Payment Bond
(Title or description of attached document)

0216989
(Title or description of attached document continued)

Number of Pages 1 Document Date 7/18/18

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

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  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
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ACKNOWLEDGMENT

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State of California
County of Riverside)

On July 20, 2018 before me, Sonal Shah, Notary Public
(insert name and title of the officer)

personally appeared Jeffrey Chambers,
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.

SONAL SHAH
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2216371
RIVERSIDE COUNTY
My Comm. Exp. September 30, 2021

Signature Sonal Shah (Seal)

No. BI-7798a

Item 3.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Janina Monroe, Paul Boucher, Thomas G. McCall, Michelle Haase, Dennis E. Langer or Timothy J. Noonan of Lockton Insurance Brokers, LLC, A Division of Lockton Companies, LLC of Irvine, California*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22 day of July, 2013.

Attest:

(Seal) By _____
Ira S. Lederman
Senior Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 22 day of July, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

_____
Notary Public, State of Connecticut

KATHLEEN COREY
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES OCTOBER 31, 2017

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this _____ day of JUL 18 2018, _____.

(Seal)

_____
Andrew M. Tuma

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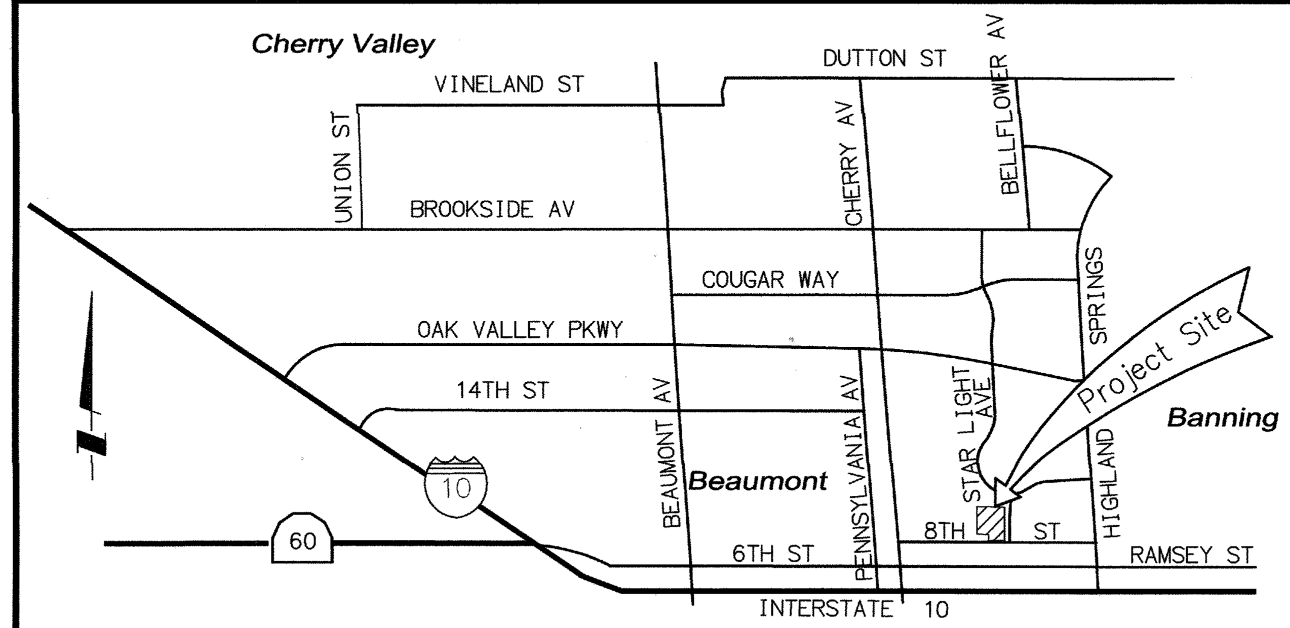
CITY OF BEAUMONT, CALIFORNIA
Sewer Improvement Plans
PUBLIC IMPROVEMENTS
TRACT 37426
Located Within a Portion of Section 35, Township 3 South, Range 1 West, S.B.M.



VICINITY MAP
N.T.S

NOTE :
NEW CONSTRUCTION TO BE PLUGGED UNTIL SEWER SYSTEM IS APPROVED FOR SERVICE. PLUG TO BE REMOVED IN PRESENCE OF PUBLIC WORKS INSPECTOR.

NOTE :
TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED TO AND APPROVED BY THE PUBLIC WORKS DEPARTMENT.

REFERENCE PLANS

PLAN TYPE	CITY REFERENCE NO.
ROUGH GRADING PLANS:	
TR 37426	PW2017-0074
STREET PLANS:	
TR 37426	PW2018-0090
WATER PLANS:	
TR 37426	PW2018-0091
PRECISE GRADING PLANS:	
TR 37426: MODELS	PW2018-0188
TR 37426: REL'S	PW____-____

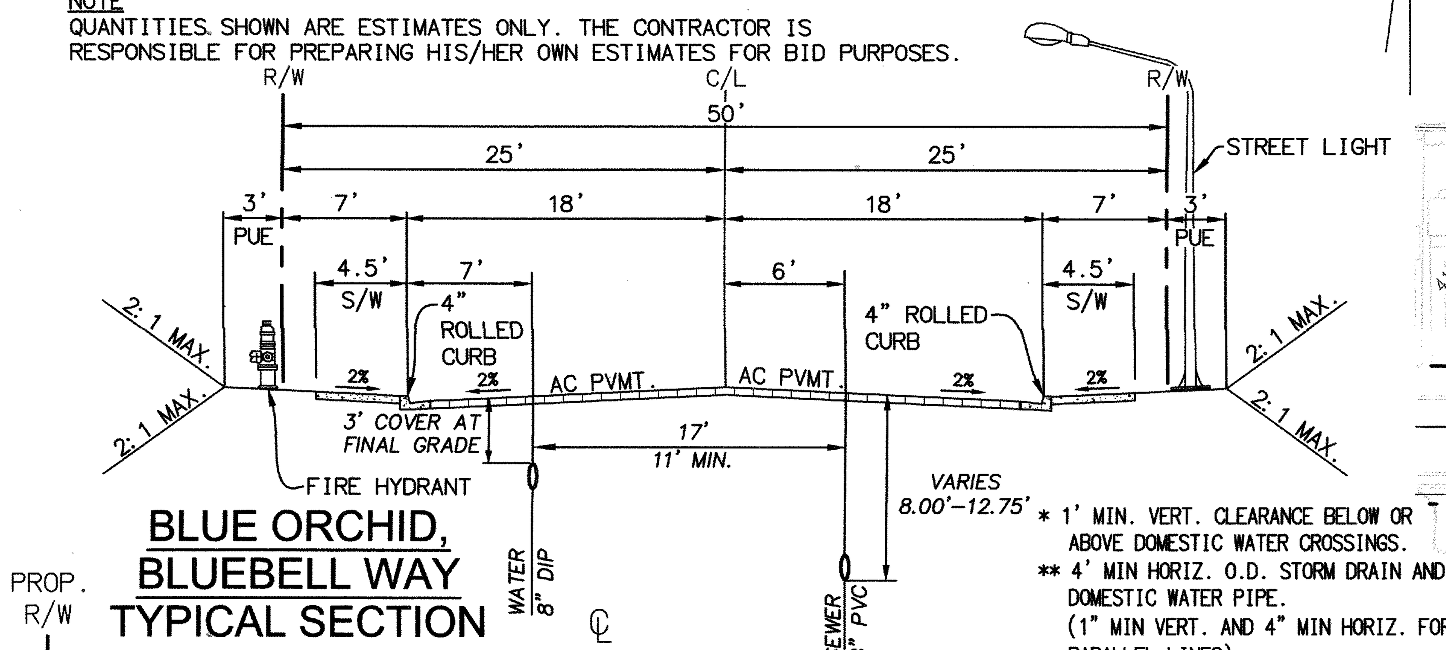
LEGEND
- SEWER BACKWATER VALVE
- SEWER MANHOLE
- SEWER SERVICE
- WATER SERVICE
- WATER TEE
- WATER VALVE (GATE)
- FIRE HYDRANT
- STREET LIGHT
- PROPOSED SEWER
- PROPOSED WATER
- FUTURE IMPROVEMENTS
- PROPOSED CURB & GUTTER
- RIGHT-OF-WAY
- PUBLIC UTILITY EASEMENT
- PROPERTY LINE
- CENTERLINE

CONSTRUCTION NOTES

	CONSTRUCTION NOTES	QUANTITY	UNIT
1	INSTALL 8" PVC SDR 35 SEWER LINE.	1,304	LF
2	INSTALL 6" PVC SDR 35 SEWER LINE.	1,099	LF
3	INSTALL 48" PRECAST CONCRETE MANHOLE WITH CAST IRON MANHOLE COVER PER RCTD STD. 606 & 608.	9	EA
4	INSTALL 48" TERMINUS MANHOLE WITH CAST IRON MANHOLE COVER PER DETAIL SHOWN ON SHEET 1.	2	EA
5	INSTALL 4" PVC SEWER LATERAL PER RCTD STD. 600.	2,082	LF
6	INSTALL 6" SEWER CLEANOUT PER RCTD STD. 603.	14	EA
7	NOT USED.	-	-
8	JOIN EXISTING MANHOLE, MODIFY TO ACCOMODATE NEW 8' PVC SEWER LINE.	1	EA
9	INSTALL 18" SLEEVE CASING PER DETAIL ON SHEET 3.	60	LF

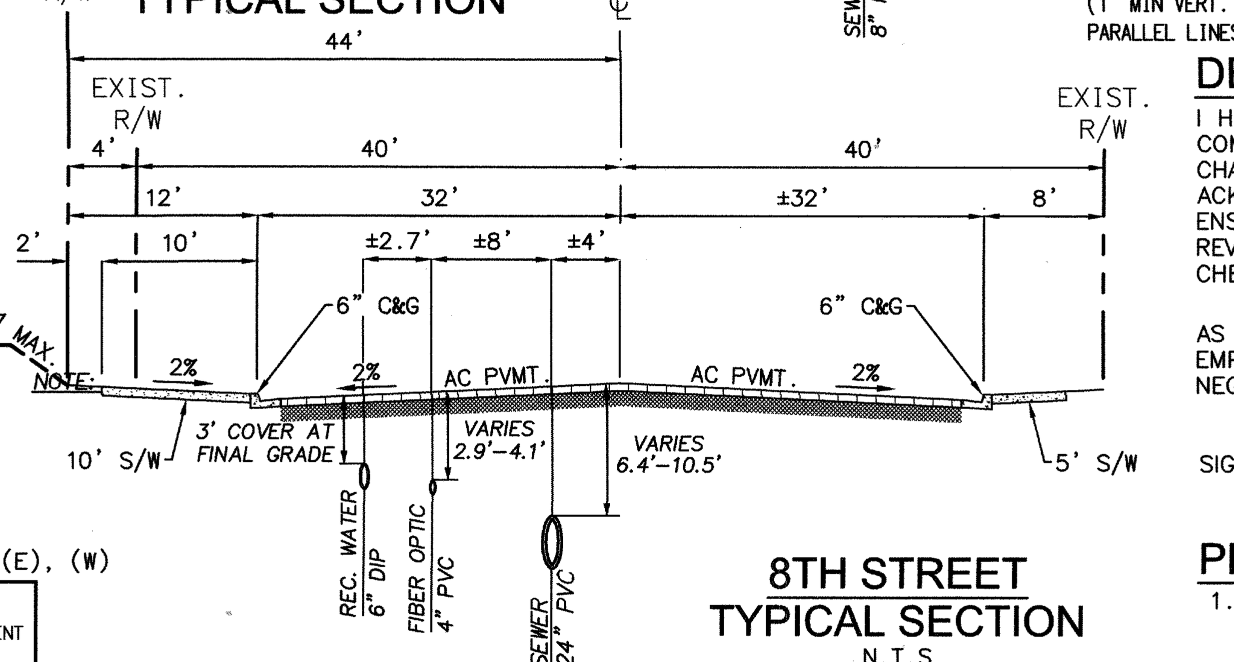
NOTE
QUANTITIES SHOWN ARE ESTIMATES ONLY. THE CONTRACTOR IS RESPONSIBLE FOR PREPARING HIS/HER OWN ESTIMATES FOR BID PURPOSES.

ABBREVIATIONS
ASPHALTIC CONCRETE..........AC
ASSEMBLY....................ASSY
AIR VACUUM RELEASE VALVE....AVR
BEAUMONT CHERRY VALLEY WATER DISTRICT..............BCVWD
BEGINNING CURVE.............BC
BLOW OFF....................BO
BOTTOMOFPIPE................BOP
BUTTERFLY VALVE.............BFV
CENTERLINE..................℄
CLEAR.......................CLR
CURB & GUTTER...............C&G
CLEAN OUT...................CO
DUCTILE IRON PIPE...........DIP
END OF CURVE................EC
ELEVATION...................EL
EXISTING....................EX
FIRE HYDRANT................FH
FLANGED.....................FLG
FLOWLINE....................FL
GATE VALVE..................GV
GRADE BREAK.................GB
INVERT......................INV
LATERAL.....................LAT
MAXIMUM.....................MAX
MANHOLE.....................MH
MINIMUM.....................MIN
MECHANICAL JOINT............MJ
NOT TO SCALE................NTS
PAD ELEVATION...............PE
POINT OF REVERSE CURVATURE..PRC
PROPOSED....................PROP
PUBLIC UTILITY EASEMENT.....PUE
POLYVINYL CHLORIDE..........PVC
PAVEMENT....................PVMT
RIGHT-OF-WAY................R/W
RIM ELEVATION...............RIM
STORM DRAIN.................SD
STATION.....................STA
SIDEWALK....................S/W
TOP OF CURB.................TC
TOP OF PIPE.................TOP
FLOW DIRECTION..............(N), (S), (E), (W)

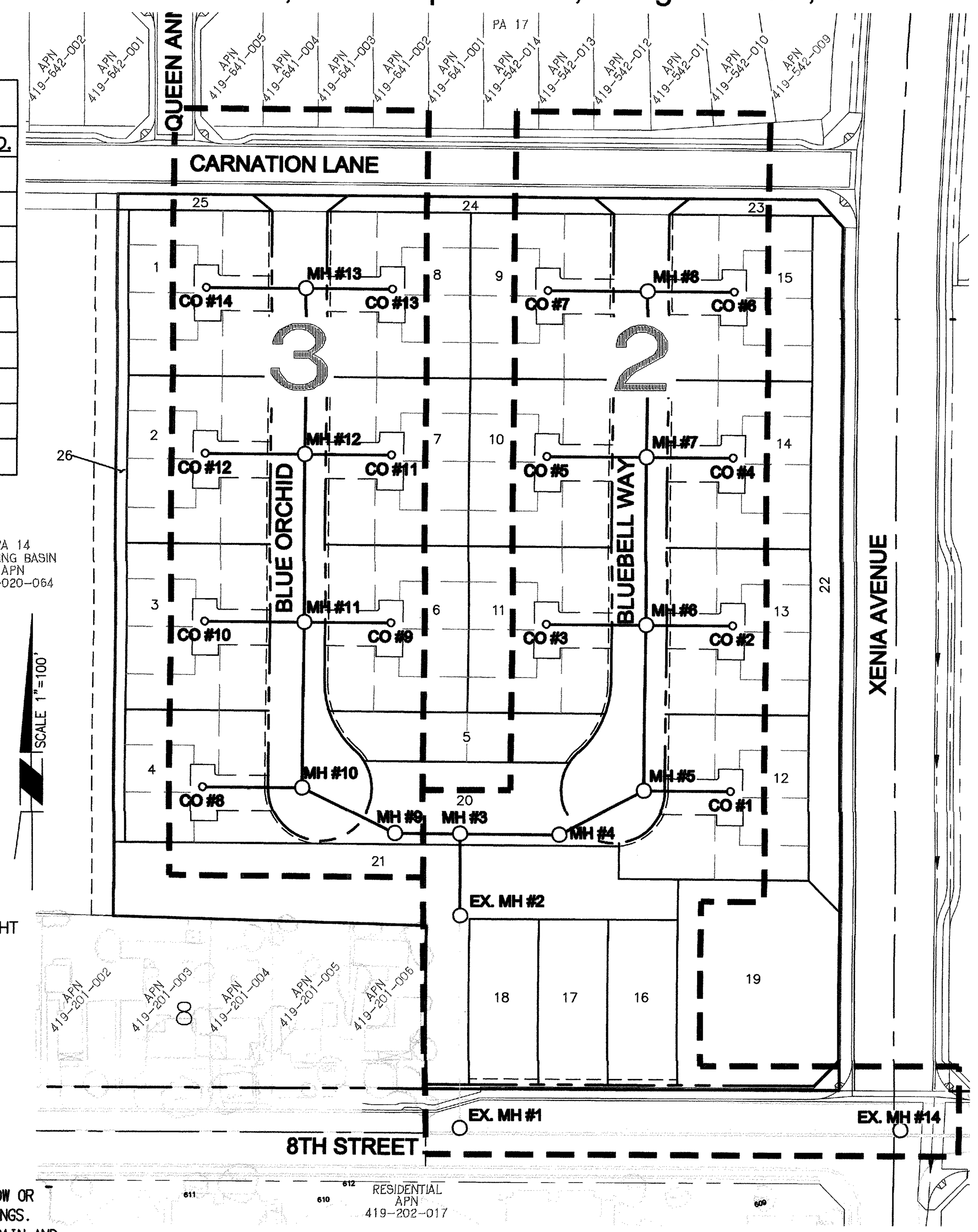


BLUE ORCHID, BLUEBELL WAY TYPICAL SECTION

* 1' MIN. VERT. CLEARANCE BELOW OR ABOVE DOMESTIC WATER CROSSINGS.
** 4' MIN HORIZ. O.D. STORM DRAIN AND DOMESTIC WATER PIPE.
(1" MIN VERT. AND 4" MIN HORIZ. FOR PARALLEL LINES)



8TH STREET TYPICAL SECTION
N.T.S



SHEET INDEX
SCALE: 1"=100'

NOTE:
ALL ELEVATIONS ARE ABBREVIATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVED BY THE CITY.

BASIS OF BEARINGS:
DESCRIPTION:
BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 65 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA

BEARING: N 52°49'02.84" E

SHEET INDEX

SHEET	DESCRIPTION
1	TITLE SHEET * VICINITY MAP * GENERAL NOTES
2	BLUEBELL WAY ------ STA. 12+66.25 TO 18+03.27
	EASEMENT ------ STA. 10+00.00 TO 12+66.70
3	BLUE ORCHID & LOT 20 ------ STA. 10+00.00 TO 16+91.79
4	CLUSTER 9, 10, 11, 12, 13, 14, 15
5	CLUSTER 1, 2, 3, 4, 6, 7, 8

SEWER NOTES
1. SEWER CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF BEAUMONT'S STANDARDS AND SPECIFICATIONS.
2. GRAVITY SEWER PROFILE ELEVATIONS ARE TO BE FLOW LINES (CONDUIT INVERTS).
3. MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH RCTD STD 606. SEWER MAINS MAY BE LAID THROUGH THE MANHOLES AND USED AS A FORM FOR THE INVERT. CAST IRON SHALL BE USED FOR MANHOLE COVERS AND SHALL HAVE A 12" COVERING RING.
4. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION. WHERE CONNECTION TO EXISTING MANHOLES AND INLET STUB OF PROPER SIZE EXISTS, NO ALTERATIONS SHALL BE MADE TO EXISTING MANHOLE BASE OR STUB EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY OF BEAUMONT.
5. WHERE A NEW INLET MUST BE CONSTRUCTED IN AN EXISTING MANHOLE, THE ELEVATION OF THE INLET SHALL BE SUCH THAT ITS CROWN SHALL BE LEVELED WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTIONS TO THE MANHOLE.
6. ALL SEWER INLETS AT THE MANHOLE SHALL BE SUCH THAT ITS CROWN SHALL BE LEVEL WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTIONS TO THE MANHOLE CENTERLINE.
7. THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AIR SPACE. CONTRACTOR SHALL BE RESPONSIBLE FOR "CONFINED AIR SPACE" ARTICLE 108, TITLE 8 CALIFORNIA ADMINISTRATION CODE.
8. PROVIDE BACKWATER VALVES WHERE UPSTREAM MANHOLE RIM IS HIGHER THAN PAD ELEVATION.
9. PROVIDE APPROPRIATE MARKING TAPE AT TOP OF PIPE CENTERLINE ON TOP OF PIPE BEDDING.
10. SEWER LATERAL SHALL BE TYPE "A" PER DETAIL SHOWN HEREON, UNLESS OTHERWISE NOTED OR DETAILED ON PLANS.
11. DEVELOPER SHALL HAVE GEOTECHNICAL/SOIL ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING AND SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN EASEMENTS AND ROAD RIGHT OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORK WAS DONE IN CONFORMANCE TO STANDARDS AND GEOTECHNICAL REPORT SHALL BE SUBMITTED TO THE DEPARTMENT OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS PLACED ONSITE.
12. UTILITY TRENCH BACKFILL PER PLAN, PROFILE, RCTD STD. 818 AND LATEST GREEN BOOK SECTION 306. CRUSH ROCK BEDDING, HAUNCHING, INITIAL BACKFILL PER GREEN BOOK TABLE 306.-1.2.13(B), MAXIMUM ROCK GRADATION 1/2 INCH FOR PVC PIPE SIZE 15 INCH AND SMALLER AND 3/4 INCH CRUSH ROCK FOR PVC PIPE LARGER THAN 15 INCHES DIAMETER.
13. TRENCHING AND EXCAVATION PER 29 CFR 1926.651 AND 1926.652 OR COMPARABLE OSHA-APPROVED STATE PLAN REQUIREMENTS.
14. FOR SEWER MAINS 15 INCH IN DIAMETER AND SMALLER AT DEPTHS BETWEEN 15 AND 20 FEET (FROM FINISH SURFACE TO THE TOP OF PIPE) HIGHER CLASS OF BEDDING OR STRONGER PIPE OR BOTH CAN BE USED. OTHERWISE PROVIDE A SOILS REPORT/SUPPORTING CALCULATIONS TO SUBSTANTIATE THE USE OF PVC SDR 35 SEWER PIPE.
15. MAXIMUM VELOCITY OF THE SEWER MAIN SHALL NOT EXCEED 10 FT/S AT DESIGN FLOW AND MINIMUM ACCEPTED VELOCITY SHALL BE 2 FT/S AT DESIGN FLOW (MAX. DEPTHS: 1/2 FULL FOR 12" DIAMETER AND SMALLER AND 3/4 FULL FOR 15" AND LARGER DIAMETER).MAXIMUM SLOPES ARE AS FOLLOWS: 8"-0.1200, 10"-0.0850, 12"-0.0660, 15"-0.0500, 18"-0.0370, 21"-0.0300, 24"-0.0250. MINIMUM SLOPES ARE AS FOLLOWS: LATERALS: 4 & 6 INCHES-0.0200, MAIN LINES: 8"-0.0040, 10"-0.0032, 12"-0.0024, 15"-0.0016, 18"-0.0014, 21"-0.0012, 24"-0.0010.
16. VERTICAL AND HORIZONTAL SEPARATION OF LATERALS OR SEWER MAIN FROM WATER OR RECYCLED WATER LINE SHALL BE IN ACCORDANCE WITH CALIFORNIA HEALTH DEPARTMENT.
17. WHEN SEWER LINE CROSS OTHER UTILITIES, STORM DRAINS, OR OTHER OBSTRUCTIONS, THE OUTSIDE PIPE ELEVATIONS SHOULD BE SHOWN TO INDICATE THE AVAILABLE CLEARANCES.
18. MANHOLES OF DEPTH MORE THAN 15 FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF SHALL BE A MINIMUM OF 60" IN DIAMETER AND SHALL BE CONSTRUCTED PER RCTD STD. 606 WITH A MANHOLE FRAMES AND COVERS PER RCTD STD. 608.
19. MANHOLES OF DEPTH MORE THAN 12 FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF SHALL BE LINED WITH APPROVED CITY'S PVC LINER. THE BASE AND ALL REMAINING EXPOSED CONCRETE SHALL BE COATED WITH AN APPROVED POLYURETHANE COATING. THE LINING AND COATING SHALL BE FREE FROM DEFECTS, HOLE OR SURFACE IRREGULARITIES.
20. MANHOLE SPACING - THE MAXIMUM DISTANCE BETWEEN MANHOLES FOR PIPE 15 INCHES IN DIAMETER OR SMALLER IS 400 FEET, FOR 18 INCH DIAMETER AND OVER IS 500 FEET. MANHOLES ARE REQUIRED AT THE BEGINNING AND END OF THE CURVES. FOR RADIUS LESS THAN 500 FEET, THE MAXIMUM MANHOLE SPACING IS 200 FEET.
21. MAINLINE AND LATERAL CLEANOUTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH RCTD STD. DRAWING 603 FOR VCP PIPE AND MODIFIED TO PVC PIPE. CLEANOUT PIPE MUST BE THE SAME DIAMETER AND MATERIAL AS MAIN SEWER LINE. CLEANOUT SHALL BE PLACED ON EACH LATERAL INSIDE OF THE PROPERTY LINE AND SHALL BE COORDINATED AND APPROVED BY BUILDING AND SAFETY DEPARTMENT.
22. TESTING PIPELINES PER LATEST EDITION GREEN BOOK, SECTION 306-1.4.
23. IN NO CASE SHALL THE SEWER SYSTEM BE ENTERED UNTIL ALL TESTING, CLEANING FINAL INSPECTION IS COMPLETED. NO FLUSHING WATER OR DEBRIS SHALL BE ALLOWED TO ENTER THE EXISTING SYSTEM.

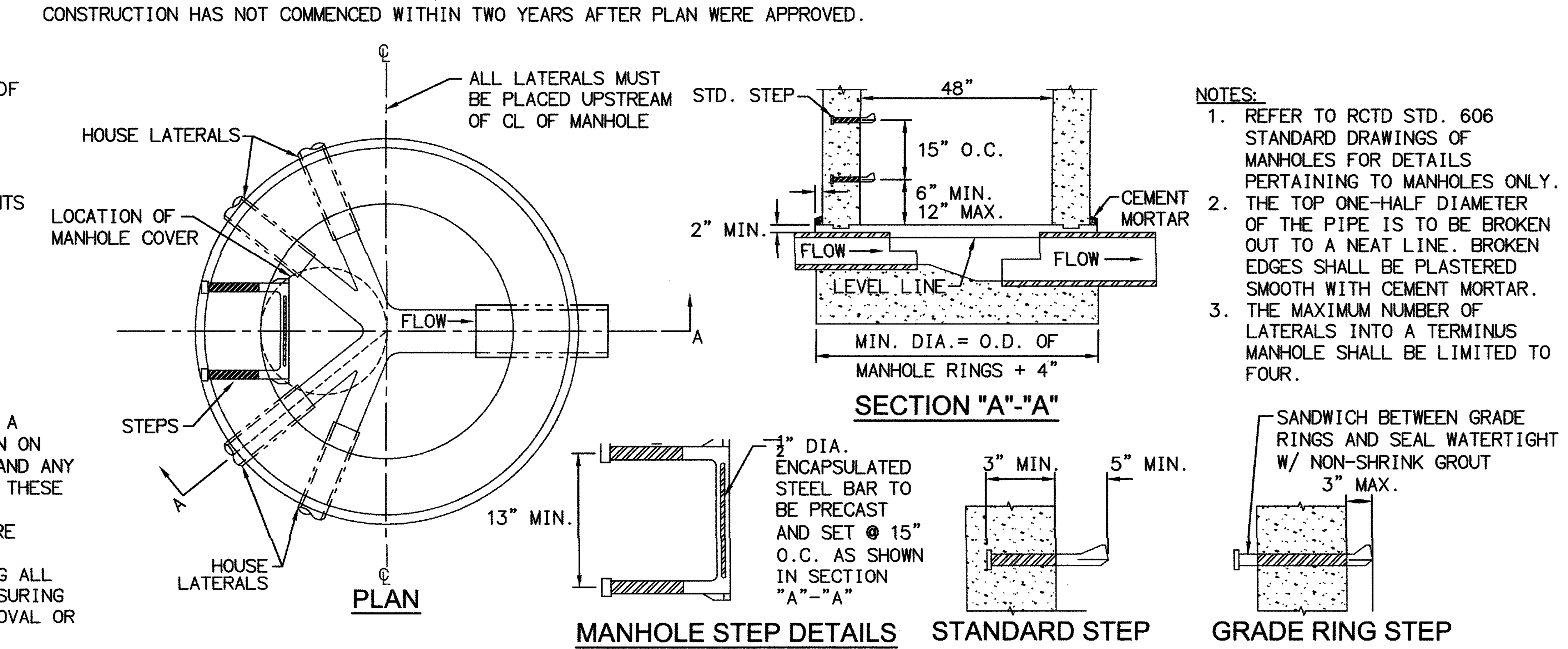
GENERAL NOTES
1. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE DIRECTOR OF PUBLIC WORKS, CITY OF BEAUMONT FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS AND TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE.
3. CONSTRUCTION PROJECTS THAT DISTURB MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANTS DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNER/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) AND COMPLY WITH ALL REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN.
4. ALL WORK SHALL CONFORM TO THE LATEST EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT (RCTD) ROAD IMPROVEMENT STANDARDS AND SPECIFICATIONS, COUNTY ORDINANCE 461 ANDSUBSEQUENT AMENDMENTS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COST OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520.
6. ALL EXISTING SURVEY MONUMENTS SHALL BE PROTECTED IN PLACE OR RELOCATED BY A LICENSE PROFESSIONAL LAND SURVEYOR PRIOR TO CONSTRUCTION COMPLETION.
7. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED TO AND APPROVED BY THE PUBLIC WORKS DEPARTMENT. GEOTECHNICAL INVESTIGATION REPORT NO. 17-81-294-01, DATED NOVEMBER 30, 2017, PREPARED BY CONVERSE CONSULTANTS. SHALL BE AVAILABLE UPON REQUEST.
8. ALL UNDERGROUND FACILITIES WITH LATERALS SHALL BE IN PLACE PRIOR TO PAVING THE STREET, INCLUDING, BUT NO LIMITED TO, THE FOLLOWING: SEWER, WATER, GAS, ELECTRIC, STORM DRAINS AND COMMUNICATION LINES.
9. ALL MANHOLES, SURVEY MARKERS AND VALVES SHALL BE ADJUSTED TO GRADE BY THE CONTRACTOR AFTER COMPLETION OF THE OVERLAY.
10. DURING PAVING OPERATION, TRAFFIC CONTROL SHALL BE PERFORMED AS REQUIRED BY THE CITY ENGINEER.
11. DEVELOPER SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLAN, SPECIFICATIONS AND THE CITY OF BEAUMONT STANDARDS. WHERE DEVIATION EXISTS, DEVELOPER SHALL PROPOSE CORRECTIVE MEASURE FOR REVIEW AND APPROVAL BY THE CITY.
12. THE CONTRACTOR SHALL BEAR ALL COST FOR THE CORRECTION OR REMOVAL AND REPLACEMENT OF DEFECTIVE WORK, AND ALL ADDITIONAL DIRECT OR INDIRECT COSTS THE CITY MAY INCUR ON ACCOUNT OF DEFECTIVE WORK, INCLUDING THE COSTS OF ADDITIONAL ADMINISTRATIVE, PROFESSIONAL, CONSULTANT, INSPECTION, TESTING AND OTHER SERVICES.
13. THE CITY RESERVES THE RIGHTS TO REQUIRED REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLAN WERE APPROVED.

DECLARATION OF ENGINEER OF RECORD
I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

SIGNATURE: [signature] DATE: 7/12/18
LICENSE No. 36718 EXP. 06-30-20

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR
1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS, AND IS REQUIRED FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES.
2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION,
4. THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.
5. CONTRACTOR TO VERIFY TIE-IN FLOW LINES AND/OR INVERT ELEVATIONS PRIOR TO BEGINNING OF ANY CONSTRUCTION AND SHALL NOTIFY OWNER/ENGINEER OF ANY DISCREPANCIES.



NOTES:
1. REFER TO RCTD STD. 606 STANDARD DRAWINGS OF MANHOLES FOR DETAILS PERTAINING TO MANHOLES ONLY.
2. THE TOP ONE-HALF DIAMETER OF THE PIPE IS TO BE BROKEN OUT TO A NEAT LINE. BROKEN EDGES SHALL BE PLASTERED SMOOTH WITH CEMENT MORTAR.
3. THE MAXIMUM NUMBER OF LATERALS INTO A TERMINUS MANHOLE SHALL BE LIMITED TO FOUR.

TERMINUS MANHOLE WITH HOUSE LATERALS
N.T.S

NPDES PERMIT#: WDID 833C365311

DIGALERT
Call 2 Working Days Before You Dig!
811

BENCHMARK: CITY OF BEAUMONT NO. 07.A.82
DESCRIPTION:
1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7". LOCATED AT THE S.E. CORNER 14TH AND PENNSYLVANIA AVE., 59 FT. S'LY AND 22 FT. E'LY OF CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R.

ELEV.= 2678.277 (1982), NGVD 29

No Changes

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

Michael Baker INTERNATIONAL
75410 Gerald Ford Dr. Ste:100
Palm Desert, CA 92211
Phone: (760) 346-7481
MBAKERINTL.COM

[signature] 7/12/18
DANIEL KORAVOS DATE
R.C.E. 36718 * EXP. 06/30/20

SEAL
REGISTERED PROFESSIONAL ENGINEER DANIEL KORAVOS No. C36718 CIVIL STATE OF CALIFORNIA

DESIGN BY: JLC
DRAWN BY: JLC
CHECKED BY: MBS
SCALE: AS NOTED
DATE: JULY 2018
JOB NUMBER: 162970

CITY of BEAUMONT CALIFORNIA INC. NOV. 18, 1912

Reviewed By: [signature] Date: 7-17-18
Recommended for Approval By: [signature] Administrative Engineer Date: 7-17-18
Approved By: [signature] Director of Public Works, R.C.E. 50932 Date: 7/18/19

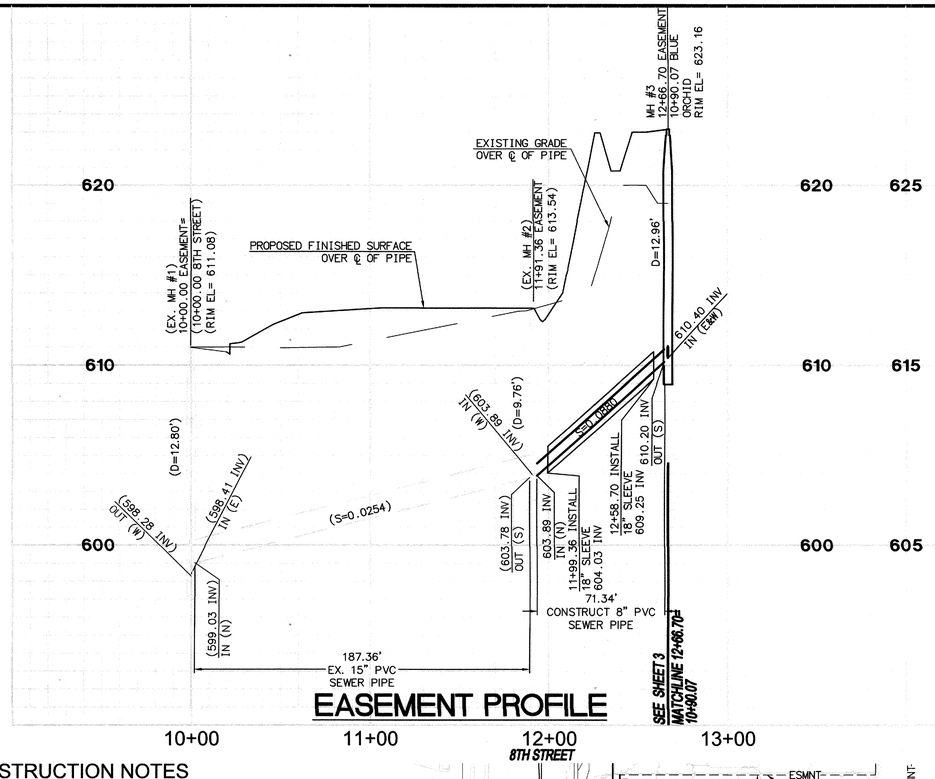
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 37426
TITLE SHEET * VICINITY MAP * GENERAL NOTES
A PORTION OF SEC. 35, T. 3 S., R. 1 W., S.B.M.
FOR: PARDEE HOMES

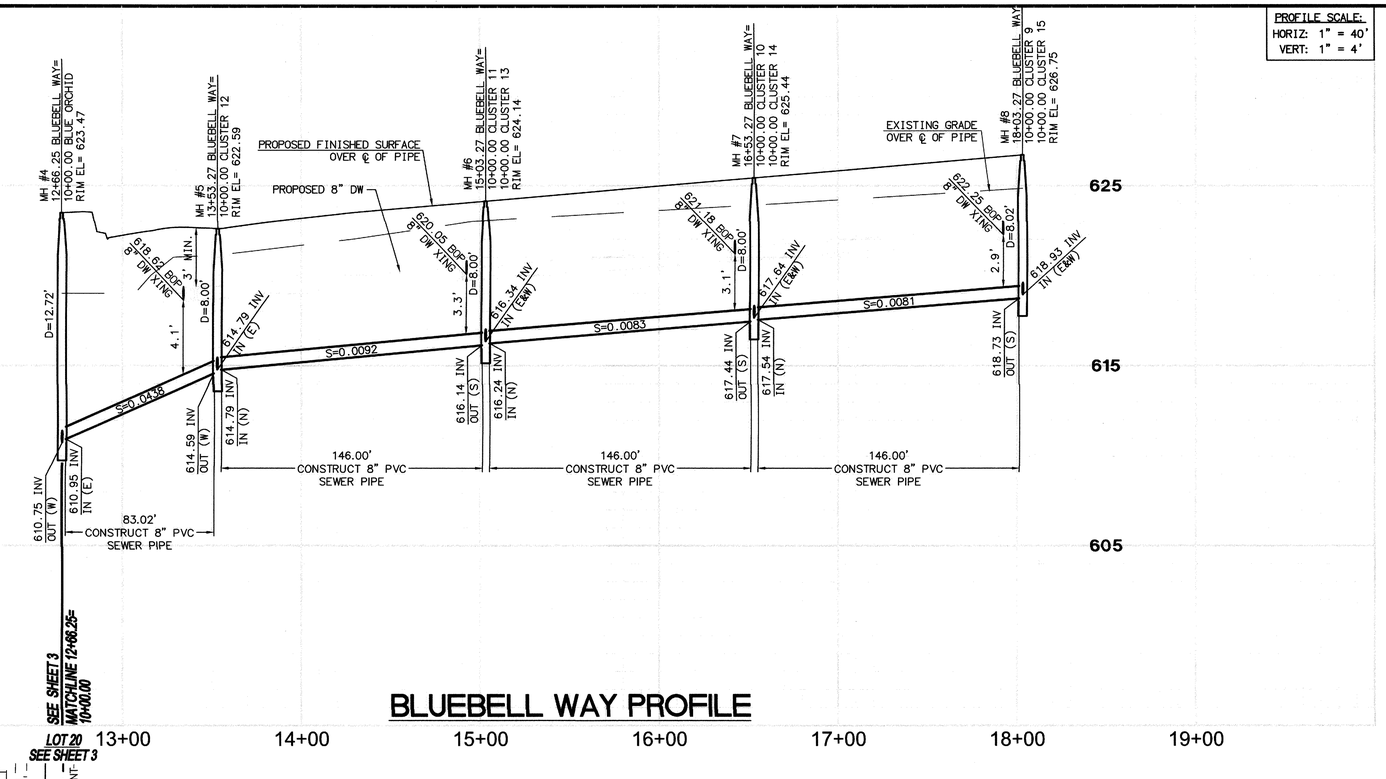
SHEET 1 OF 5 SHEETS
FILE NO:

PDATA\PARDEE_PH5\CADD\LAND\DLV\IMPROVE\PA 13- TRACT 37426\SEWER\PARD5-SS-PA 13-001.DWG GARRIDO, CHARISSE 7/11/2018 11:18 AM

PROFILE SCALE:
HORIZ: 1" = 40'
VERT: 1" = 4'



EASEMENT PROFILE



BLUEBELL WAY PROFILE

CONSTRUCTION NOTES

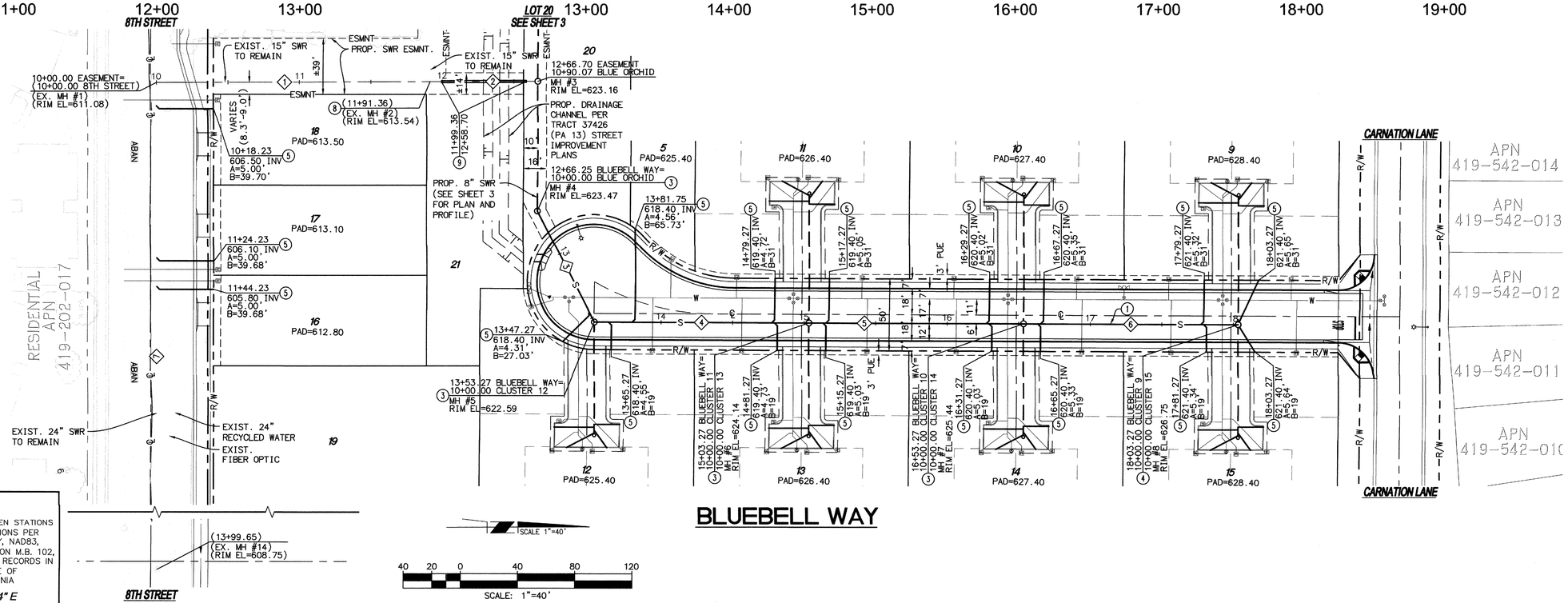
1. INSTALL 8" PVC SDR 35 SEWER LINE.
3. INSTALL 48" PRECAST CONCRETE MANHOLE WITH CAST IRON MANHOLE COVER PER RCTD STD. 606 & 608.
4. INSTALL 48" TERMINUS MANHOLE WITH CAST IRON MANHOLE COVER PER DETAIL SHOWN ON SHEET 1.
5. INSTALL 4" PVC SEWER LATERAL PER RCTD STD. 600.
8. JOIN EXISTING MANHOLE, MODIFY TO ACCOMODATE NEW 8' PVC SEWER LINE.
9. INSTALL 18" SLEEVE CASING PER DETAIL ON SHEET 3.

NOTES

1. SEWER LATERAL CONNECTION FOR LOTS 16-18 ARE PROPOSED TO CONNECT TO A "LIVE" SEWER MAIN. CONTRACTOR SHALL INSTALL NEW SEWER LINES, INCLUDING PROPER TESTING AND INSPECTIONS PRIOR TO CONNECTING TO EXISTING FACILITIES. CONTRACTOR SHALL COORDINATE WITH APPROPRIATE CITY STAFF FOR TRAFFIC HANDLING AND TIMING OF SEWER TAP.
2. CONTRACTOR SHALL IDENTIFY EXACT LOCATION OF 24" RECYCLED WATER AND FIBER OPTIC.
3. PROPOSED GAS AND ELECTRIC LINES TO BE LOCATED WITHIN PRIVATE UTILITY EASEMENT (PRIVATE PROPERTY).

LINE/CURVE DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N00°04'11"E	---	187.36'	---
2	N00°02'50"E	---	71.34'	---
3	N63°05'49"E	---	83.02'	---
4	N00°27'47"E	---	146.00'	---
5	N00°27'47"E	---	146.00'	---
6	N00°27'47"E	---	146.00'	---
7	N89°46'41"W	---	395.65'	---



BLUEBELL WAY

NOTE:
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NOTE:
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BASIS OF BEARINGS:
DESCRIPTION:
BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 65 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA
BEARING: N 52°49'02.84" E

DIGALERT
Call 2 Working Days Before You Dig!
811

BENCHMARK: CITY OF BEAUMONT NO. 07.A.82
DESCRIPTION:
1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7". LOCATED AT THE S.E. CORNER 14TH AND PENNSYLVANIA AVE., 59 FT. S'LY AND 22 FT. E'LY OF CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R.
ELEV.= 2678.277 (1982), NGVD 29

No Changes

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

Michael Baker INTERNATIONAL
75410 Gerald Ford Dr. Ste:100
Palm Desert, CA 92211
Phone: (760) 346-7481
MBAKERINTL.COM

DANIEL KORAVOS
R.C.E. 36718 * EXP. 06/30/20
7/12/18 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER DANIEL KORAVOS No. C36718 CIVIL STATE OF CALIFORNIA

DESIGN BY: JLC
DRAWN BY: JLC
CHECKED BY: MBS
SCALE: AS NOTED
DATE: JULY 2018
JOB NUMBER: 162970

CITY of BEAUMONT CALIFORNIA INCORPORATED 1912

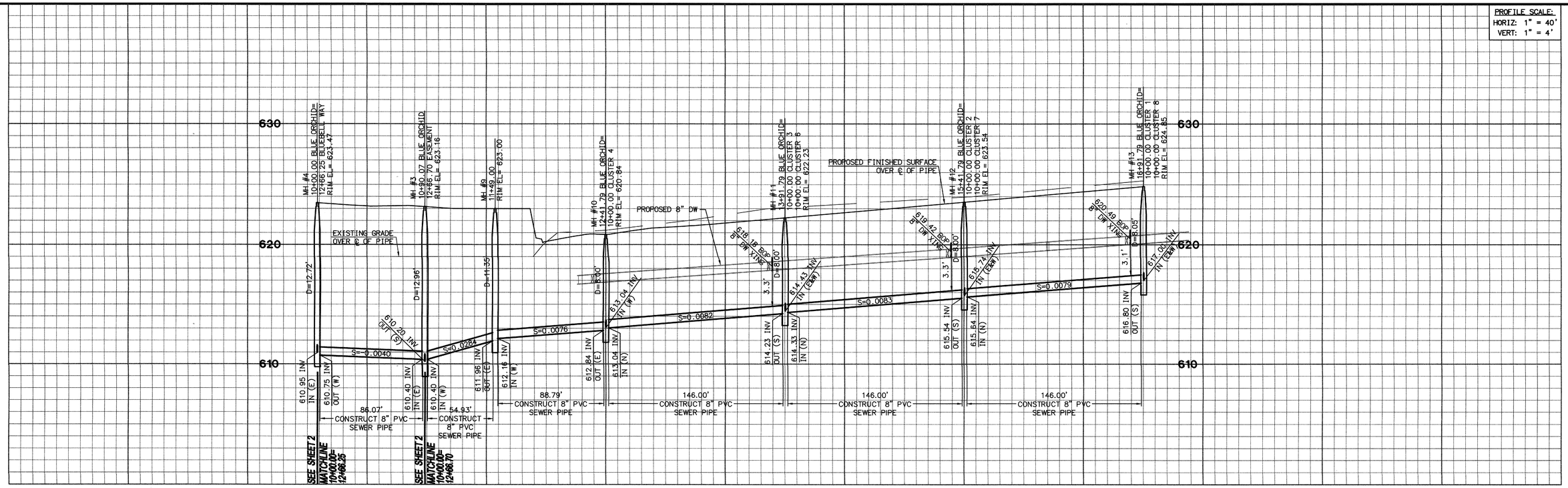
Reviewed By: Date: 7-17-18
Recommended for Approval By: Administrative Engineer Date: 7-17-18
Approved By: Director of Public Works, R.C.E. 50932 Date: 7/18/18

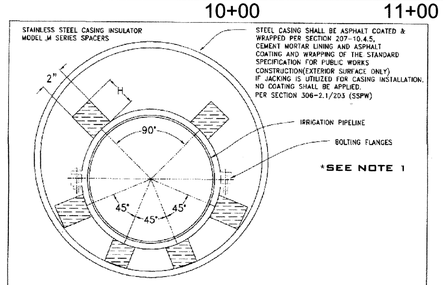
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St. Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 37426
BLUEBELL WAY
STA. 12+66.25 TO STA. 18+03.27
EASEMENT
STA. 10+00.00 TO STA. 12+66.70
A PORTION OF SEC. 35, T. 3 S., R. 1 W., S.B.M.
FOR: PARDEE HOMES

SHEET 2 OF 5 SHEETS
FILE NO:

PROFILE SCALE:
HORIZ: 1" = 40'
VERT: 1" = 4'



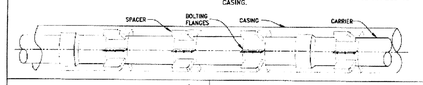


NOTES: CALPICO INC. MODEL M SERIES SPACERS

1. STAINLESS STEEL
2. NON-CENTERING CONFIGURATION
3. 2.00 INCH WIDE RUNNERS
4. H SHALL PROVIDE FOR A MINIMUM OF 1" CLEARANCE ABOVE THE MECHANICAL PIPE JOINT RESTRAINT SYSTEM.

STEEL CASING:

1. NO SPIRAL WELD CASING ALLOWED
2. ALL JOINTS WITHIN CASING SHALL BE FULLY RESTRAINED.
3. EXTERIOR SURFACE OF CASING SHALL BE ASPHALT COATED AND WRAPPED PER APPLICABLE PROVISION OF SECTION 207-10.4.5, CEMENT MORTAR LINING AND ASPHALT COATING AND WRAPPING, OF THE STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION.
4. IF JACKING IS UTILIZED NO COATING TO BE APPLIED TO CASING.



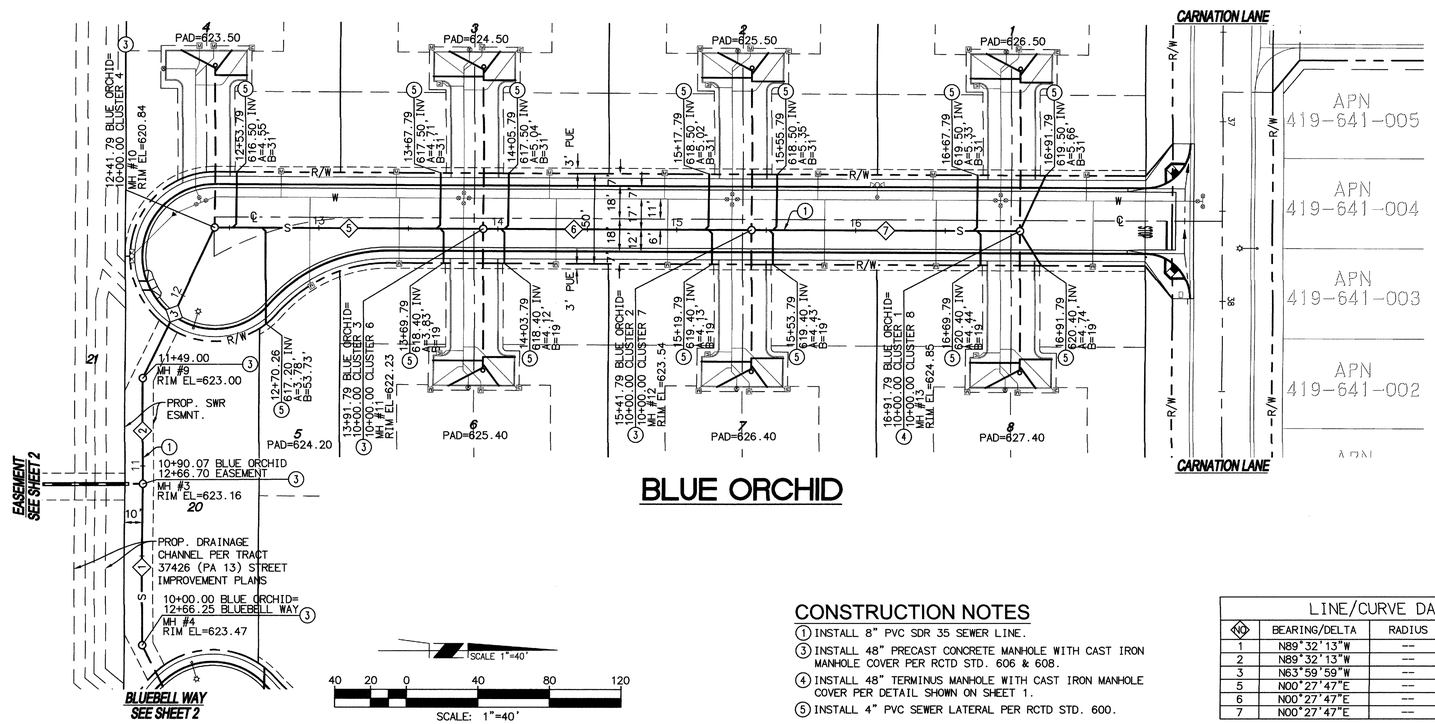
NOMINAL PIPE DIAMETER	CARRIER DIAMETER	CASING WALL THICKNESS (SHORT SPAN) (INCHES)	CASING WALL THICKNESS (LONG SPAN) (INCHES)
12"	14"	.375	.350
18"	16"	.500	.375
24"	20"	.750	.500
30"	24"	.750	.500
36"	28"	.750	.750
42"	32"	.750	.750

1.*NOTE: CASING ENDS SHALL BE SEALED WITH CALPICO INC. MODEL W, END SEAL PER CVWD DETAIL I-40A.

STANDARD CASING FOR IRRIGATION PIPELINE

SLEEVE CASING DETAIL

N.T.S



BLUE ORCHID

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BEARING: N 52°49'02.84" E

CONSTRUCTION NOTES

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4. INSTALL 48" TERMINUS MANHOLE WITH CAST IRON MANHOLE COVER PER DETAIL SHOWN ON SHEET 1.
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LINE/CURVE DATA TABLE

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3	N63°59'59"W	--	88.79'	--
5	N00°27'47"E	--	146.00'	--
6	N00°27'47"E	--	146.00'	--
7	N00°27'47"E	--	146.00'	--

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BENCHMARK: CITY OF BEAUMONT NO. 07.A.82
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ELEV.= 2678.277 (1982), NGVD 29

No Changes

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

Michael Baker INTERNATIONAL
75410 Gerald Ford Dr. Ste:100
Palm Desert, CA 92211
Phone: (760) 346-7481
MBAKERINTL.COM

DANIEL KORAVOS 7/12/18
R.C.E. 36718 * EXP. 06/30/20 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER DANIEL KORAVOS No. C36718 CIVIL STATE OF CALIFORNIA

DESIGN BY:	JLC
DRAWN BY:	JLC
CHECKED BY:	MBS
SCALE:	AS NOTED
DATE:	JULY 2018
JOB NUMBER:	162970

CITY of BEAUMONT CALIFORNIA INCORPORATED NOV. 16, 1912

Reviewed By: Gull Nawaz Date: 7-17-18
Recommended for Approval By: Gull Nawaz, Administrative Engineer Date: 7-17-18
Approved By: Director of Public Works, R.C.E. 50932 Date: 7/18/19

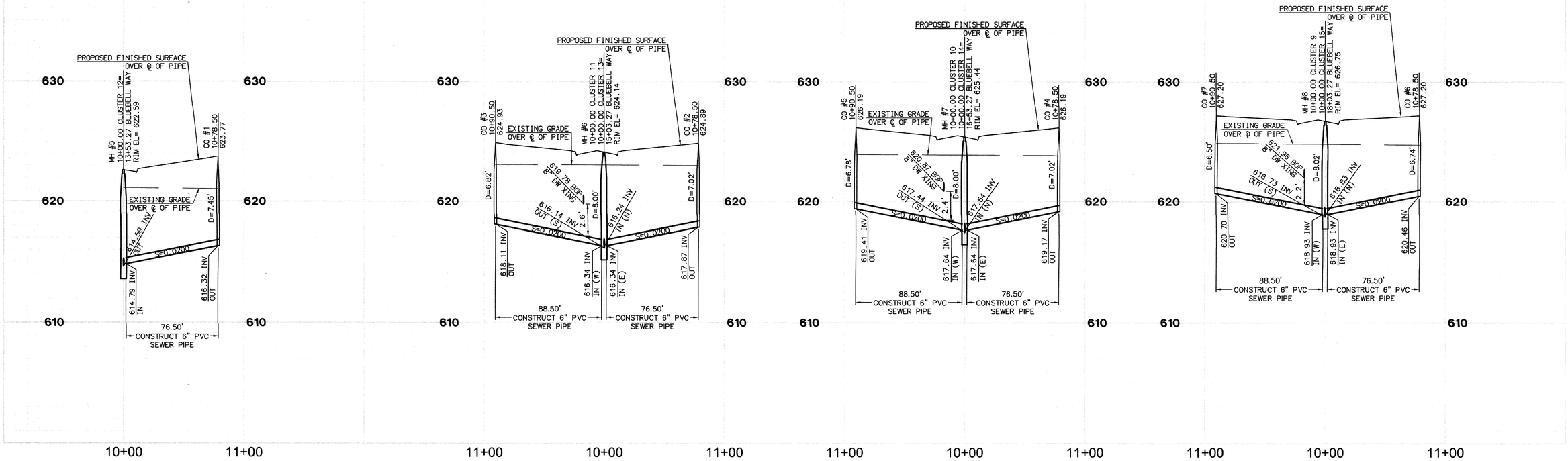
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

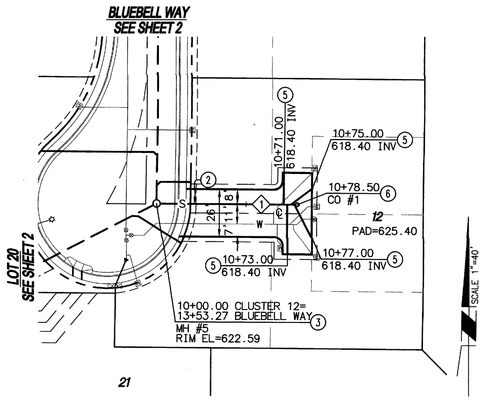
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 37426
BLUE ORCHID & LOT 20
STA. 10+00.00 TO STA. 16+91.79
A PORTION OF SEC. 35, T. 3 S., R. 1 W., S.B.M.
FOR: PARDEE HOMES

SHEET 3 OF 5 SHEETS
FILE NO:

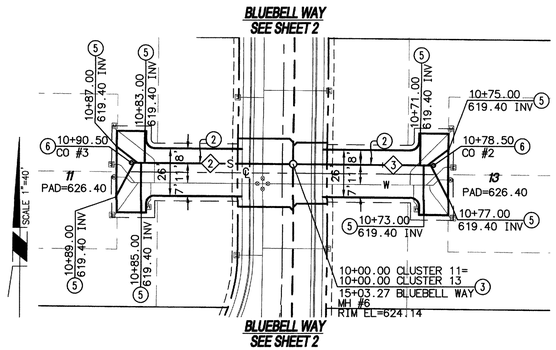
P:\DATA\PARDEE_PHS\CADD\LAND\DLV\IMPROVE\PA 13-TRACT 37426\SEWER\PARDS-SS-PA 13-003.DWG GARRIDO, CHARISSE 7/11/2018 3:47 PM

PROFILE SCALE:
HORIZ: 1" = 40'
VERT: 1" = 4'

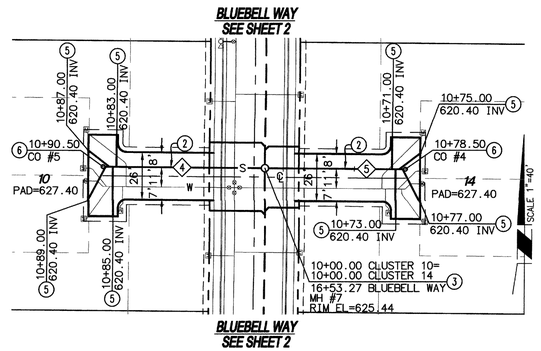




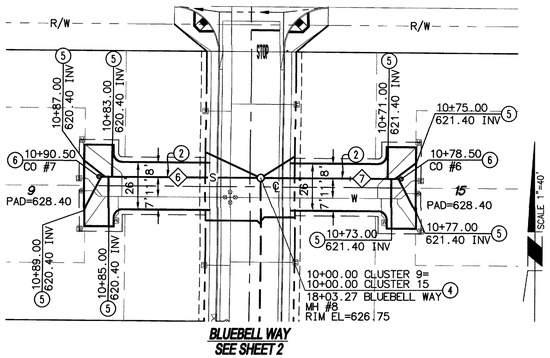
CLUSTER 12



CLUSTER 11 CLUSTER 13



CLUSTER 10 CLUSTER 14



CLUSTER 9 CLUSTER 15

NOTE:
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BASIS OF BEARINGS:
DESCRIPTION:
BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 65 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA

BEARING: N 52°49'02.84" E

40 20 0 40 80 120
SCALE: 1"=40'

LINE/CURVE DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N89°32'13"W	---	76.50'	---
2	N89°32'13"W	---	88.50'	---
3	N89°32'13"W	---	76.50'	---
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5	N89°32'13"W	---	76.50'	---
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7	N89°32'13"W	---	76.50'	---

CONSTRUCTION NOTES

(2) INSTALL 6" PVC SDR 35 SEWER LINE.
(3) INSTALL 48" PRECAST CONCRETE MANHOLE WITH CAST IRON MANHOLE COVER PER RCTD STD. 606 & 608.
(4) INSTALL 48" TERMINUS MANHOLE WITH CAST IRON MANHOLE COVER PER DETAIL SHOWN ON SHEET 1.
(5) INSTALL 4" PVC SEWER LATERAL PER RCTD STD. 600.
(6) INSTALL 6" SEWER CLEANOUT PER RCTD STD. 603.

DIGALERT
Call 2 Working Days Before You Dig!
811

BENCHMARK: CITY OF BEAUMONT NO. 07.A.82
DESCRIPTION:
1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7". LOCATED AT THE S.E. CORNER 14TH AND PENNSYLVANIA AVE., 59 FT. S'LY AND 22 FT. E'LY OF CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R.

ELEV.= 2678.277 (1982), NGVD 29

No Changes

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

Michael Baker INTERNATIONAL
75410 Gerald Ford Dr. Ste:100
Palm Desert, CA 92211
Phone: (760) 346-7481
MBAKERINTL.COM

DANIEL KORAVOS
R.C.E. 36718 * EXP. 06/30/20
7/12/18
DATE

SEAL
REGISTERED PROFESSIONAL ENGINEER DANIEL KORAVOS No. C36718 CIVIL STATE OF CALIFORNIA

DESIGN BY: JLC
DRAWN BY: JLC
CHECKED BY: MBS
SCALE: AS NOTED
DATE: JULY 2018
JOB NUMBER: 162970

CITY of BEAUMONT CALIFORNIA INC. NOV. 16, 1912

Reviewed By: Gull Navarro Date: 7-17-18
Recommended for Approval By: Gull Navarro, Administrative Engineer Date: 7-17-18
Approved By: Director of Public Works, R.C.E. 50932 Date: 7/18/18

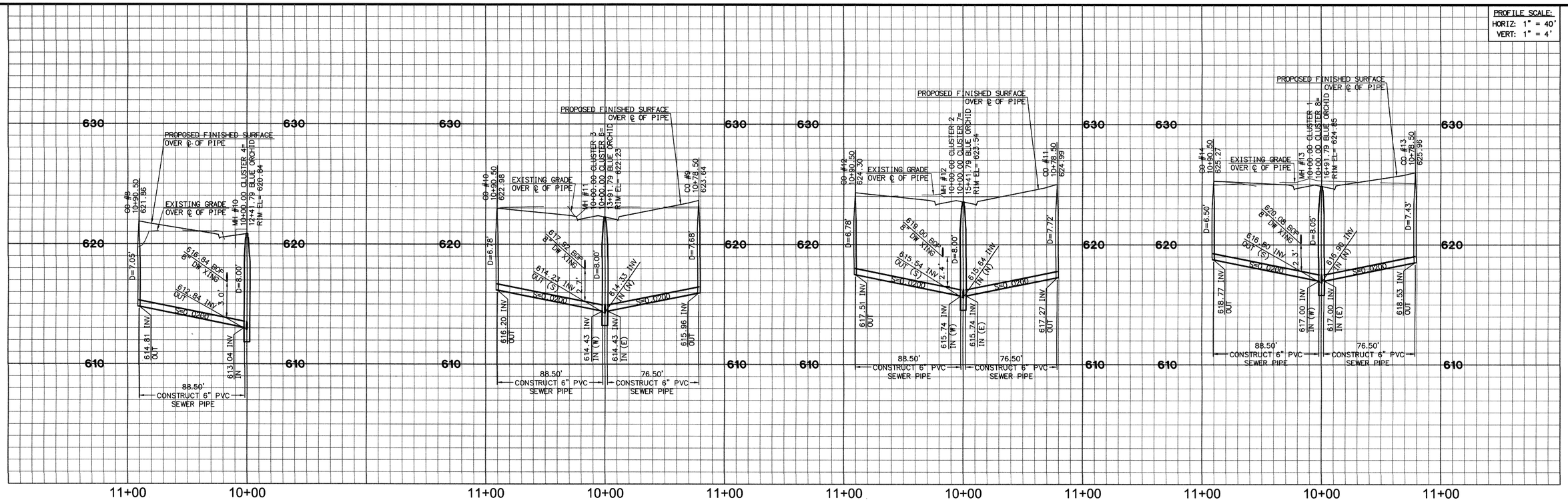
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St.
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

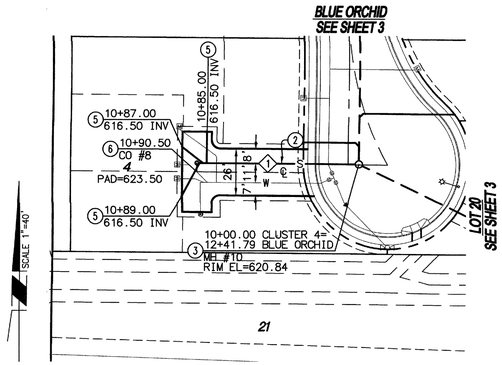
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 37426
CLUSTER 9, 10, 11, 12, 13, 14, 15
A PORTION OF SEC. 35, T. 3 S., R. 1 W., S.B.M.
FOR: PARDEE HOMES

SHEET 4 OF 5 SHEETS
FILE NO:

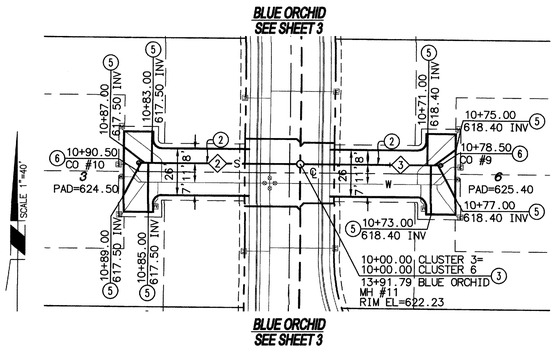
P:\DATA\PARDEE_PH5\CADD\LAND\DLV\IMPROVE\PA 13-TRACT 37426\SEWER\PARD5-SS-PA 13-004.DWG GARRIDO, CHARISSE 7/11/2018 11:22 AM

PROFILE SCALE:
HORIZ: 1" = 40'
VERT: 1" = 4'

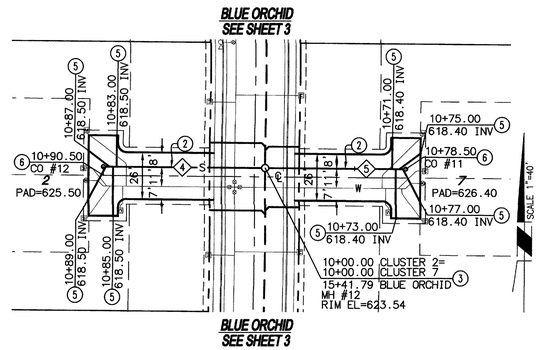




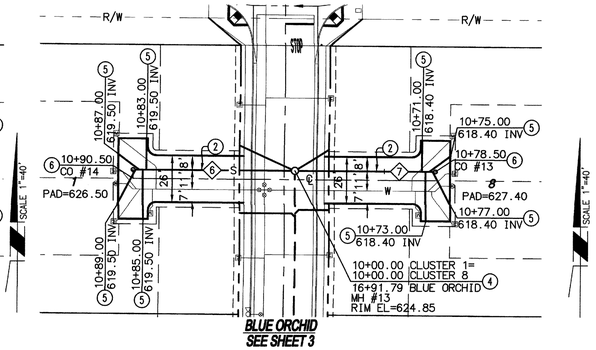
CLUSTER 4



CLUSTER 3 CLUSTER 6



CLUSTER 2 CLUSTER 7



CLUSTER 1 CLUSTER 8

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No Changes

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

Michael Baker INTERNATIONAL
75410 Gerald Ford Dr. Ste:100
Palm Desert, CA 92211
Phone: (760) 346-7481
MBAKERINTL.COM

DANIEL KORAVOS 7/12/19
R.C.E. 36718 * EXP. 06/30/20 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER DANIEL KORAVOS No. C36718 CIVIL STATE OF CALIFORNIA

DESIGN BY: JLC
DRAWN BY: JLC
CHECKED BY: MBS
SCALE: AS NOTED
DATE: JULY 2018
JOB NUMBER: 162970

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Reviewed By: Gull Navarro Date: 7-17-18
Recommended for Approval By: Gull Navarro, Administrative Engineer Date: 7-17-18
Approved By: Director of Public Works, R.C.E. 50932 Date: 7/18/19

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
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CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 37426
CLUSTER 1, 2, 3, 4, 6, 7, 8
A PORTION OF SEC. 35, T. 3 S., R. 1 W., S.B.M.
FOR: PARDEE HOMES

SHEET 5 OF 5 SHEETS
FILE NO:

\PDATA\PARDEE_PH5\CADD\LAND\DLV\IMPROVE\PA 13-TRACT 37426\SEWER\PAR05-SS-PA 13-005.DWG GARRIDO, CHARISSE 7/11/2018 11:24 AM

BEAUMONT
CALIFORNIA

Staff Report

TO: City Council

FROM: Jeff Hart, Public Works Director

DATE October 4, 2022

SUBJECT: Approve Amendment No. 3 to the TMDL Task Force Agreement

---

Background and Analysis:

The Santa Ana Regional Water Quality Control Board designates Lake Elsinore as an impaired water body due to high levels of algae, phosphorus, and nitrogen. The federal Clean Water Act requires that total maximum daily loads (TMDL's) be established for this water body. The local watershed basin plan implemented by the Regional Board requires specific stake holders (task force agencies) to develop water monitoring programs to help improve regional water quality and reduce impacts to Lake Elsinore.

A task force agreement was approved in 2012 and signed by all participating task force agencies including the City of Beaumont. The purpose of this task force agreement is to allow the task force agencies to work together to implement the regional water quality requirements established by Water Quality Control Board. The TMDL Task Force holds regular meetings with the task force agencies and allocates budgets to the individual task force agencies.

The original TMDL Task Force agreement was set to expire in 2017. Two previous amendments to the agreement extended the term until 2022. A third amendment to the TMDL task force agreement is now proposed to extend the agreement until 2025. Extending the agreement will allow the City of Beaumont and other TMDL Task Force agencies to continue working together to implement the regional water quality program for the Lake Elsinore watershed.

Fiscal Impact:

The cost to prepare the staff report is approximately $250.

The draft budget for the TMDL Task Force for FY2022-23 is $32,082. Similar budgets will be established each funding year until the TMDL Task Force Agreement expires.

Recommended Action:

Approve Amendment No. 3 to the TMDL Task Force agreement.

Attachments:

A. Amendment #3 – TMDL Task Force Agreement
B. TMDL Task Force Agreement & Amendments 1 & 2
C. Draft TMDL Task Force Budget (FY22-23)

AMENDMENT NO. 3
TO THE
AGREEMENT TO FORM THE
LAKE ELSINORE AND CANYON LAKE
TMDL TASK FORCE

Pursuant to Covenants II, Section 21. of that certain AGREEMENT entitled, "Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force" ("Task Force Agreement"), dated June 18, 2012; and

Whereas this Task Force Agreement initially had been prepared for a five-year term and subsequently twice extended for additional five-year terms and therefore is set to expire on the date of June 30, 2022.

Therefore, the TASK FORCE AGENCIES as named in the Agreement (Exhibit A), **hereby agree to the following changes:**

I. Extend the term of the Task Force Agreement to **June 30, 2025,** and

II. Stipulate the option that the Agreement, while still in full force and effect, may be extended an additional two years, to **June 30, 2027**, by means of Administrative Action by the Task Force Administrator.

Except as otherwise expressly amended herein, all of the terms, conditions, and provisions of the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force (Exhibit A) shall continue in full force and effect.

This Amendment No. 3 may be executed in original counterparts, which together shall constitute a single Agreement document.

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 3 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force**, on the dates set forth below.

LAKE ELSINORE AND SAN JACINTO WATERSHEDS AUTHORITY (LESJWA)

BY _____

Mark Norton, LESJWA Authority Administrator Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 3 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By:_____

Title:_____

Date:_____

APPROVED AS TO FORM

By_____
Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 3 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:_____

Title:_____

Date:_____

APPROVED AS TO FORM

By_____
Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 3 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF BEAUMONT

By:_____
Mayor

Date:_____

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 3 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF CANYON LAKE

By:_____
Mayor

Date:_____

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 3 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF HEMET

By:_____
Mayor

Date:_____

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 3 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF LAKE ELSNIORE

By:_____
Mayor

Date:_____

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 3 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF MENIFEE

By:_____
Mayor

Date:_____

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 3 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF MORENO VALLEY

By:_____
Mayor

Date:_____

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 3 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF MURRIETA

By:_____
Mayor

Date:_____

ATTEST:

By_____
City Clerk

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 3 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF PERRIS

By:_____
Mayor

Date:_____

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 3 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF RIVERSIDE

By:_____
City Manager

Date:_____

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 3 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF SAN JACINTO

By:_____
Mayor

Date:_____

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 3 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF WILDOMAR

By:_____
Mayor

Date:_____

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 3 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

Recommended for Approval:

COUNTY OF RIVERSIDE

By:_____

Title:_____

Date:_____

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM

By_____
County Counsel Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 3 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

EASTERN MUNICIPAL WATER DISTRICT

By:_____

Title:_____

Date:_____

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 3 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

By:_____

Title:_____

Date:_____

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 3 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

MARCH JOINT POWERS AUTHORITY

By:_____

Title:_____

Date:_____

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 3 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Recommended for Approval:

By:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____
County Counsel

ATTEST:

By:_____
Clerk of the Board

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 3 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

U.S. AIRFORCE (MARCH AIR RESERVE BASE)

By:_____

Title:_____

Date:_____

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 3 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

WESTERN RIVERSIDE COUNTY AGRICULTURAL COALITION

On behalf of the participating Dairy Operators and participating Agricultural Operators in the San Jacinto River Basin

By:_____

Title:_____

Date:_____

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 3 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD

By:_____

Title:_____

Date:_____

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 3 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

LAKE ELSINORE AND SAN JACINTO WATERSHEDS AUTHORITY (LESJWA)

By:_____

Title:_____

Date:_____

APPROVED AS TO FORM

By_____
LESJWA Authority Administrator Date

FINAL 6/18/12

AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE

This Agreement to form the Lake Elsinore and Canyon Lake TMDL Task Force (hereinafter "AGREEMENT") is made and effective this **18th day of June, 2012** by and among the following entities, which are hereinafter sometimes collectively referred to as "TASK FORCE AGENCIES" or individually as "TASK FORCE AGENCY":

- California Department of Fish and Game
- California Department of Transportation
- City of Beaumont
- City of Canyon Lake
- City of Hemet
- City of Lake Elsinore
- City of Menifee
- City of Moreno Valley
- City of Murrieta
- City of Perris
- City of Riverside
- City of San Jacinto
- City of Wildomar
- County of Riverside
- Eastern Municipal Water District
- Elsinore Valley Municipal Water District
- March Joint Powers Authority
- Riverside County Flood Control and Water Conservation District
- U.S. Air Force (March Air Reserve Base)
- Western Riverside County Agriculture Coalition (on behalf of the participating Dairy Operators and participating Agricultural Operators in the San Jacinto River Basin)

I. RECITALS

A. Whereas, in 1998, the Santa Ana Regional Water Quality Control Board (hereinafter "Regional Board") designated Lake Elsinore and Canyon Lake in the Lake Elsinore and San Jacinto Watersheds (Collectively the "Watersheds") as "impaired water bodies" pursuant to Section 303(d) of the federal Clean Water Act because of high levels of algae in both lakes and low dissolved oxygen in Lake Elsinore, attributed to excess phosphorus and nitrogen (Nutrients). As a result of said Section 303 designation, the Clean Water Act and California's Non-point Source Pollution Control Plan requires that total maximum daily loads (hereinafter "TMDLs") be established by the Regional Board for these waterbodies;

B. Whereas, in response to the Section 303(d) designation, the Regional Board adopted a Resolution R8-2004-0037 on December 20, 2004 amending the Water Quality Control Plan for the Santa Ana River Basin (BASIN PLAN AMENDMENT) to incorporate nutrient TMDLs for Canyon Lake and Lake Elsinore. The Basin Plan Amendment specifies, among other things, an Implementation Plan, which holds specified stake holders (TASK FORCE AGENCIES) individually and/or jointly liable for complying with the TMDLs by means of specific tasks to be completed by specified dates under penalty of law. These tasks include development and implementation of a watershed-wide nutrient water quality monitoring program, development of an in-lake nutrient monitoring program for Canyon Lake and Lake Elsinore, development of a plan and schedule for in-lake sediment nutrient reduction for Lake Elsinore, development of a plan and schedule for evaluating in-lake sediment nutrient strategies for Canyon Lake, updating watershed and in-lake nutrient TMDL water quality models, developing a pollutant trading plan, and reviewing and revising the TMDL to reflect updated data and science;

C. Whereas, the purpose of this AGREEMENT is to form a task force (hereinafter "TASK FORCE") to implement certain tasks identified in the TMDL Implementation Plan and to pursue TMDL related tasks agreed upon by TASK FORCE AGENCIES;

D. Whereas, the TASK FORCE AGENCIES agree that the purpose of this TASK FORCE is to (1) review and develop recommendations to update the TMDL BASIN PLAN AMENDMENT based on the best available scientific information, and (2) implement TMDL Implementation Plan Tasks identified below and jointly assigned to TASK FORCE AGENCIES, and (3) propose appropriate revisions to the TMDL BASIN PLAN AMENDMENT to the Santa Ana RWQCB, and (4) allow watershed stakeholders to participate in efforts to meet appropriate water quality standards so that Canyon Lake and/or Lake Elsinore can be de-listed from the Clean Water Act 303(d) list of impaired water bodies;

E. Whereas, hundreds of individual agricultural and dairy operators are subject to the Canyon Lake and Lake Elsinore TMDLs and its component TMDL Implementation Plan;

F. Whereas, the Western Riverside County Agricultural Coalition(WRCAC) is a non-profit organization representing the interests of participating agricultural and dairy operators within the San Jacinto Watershed;

G. Whereas, WRCAC's membership is open to any and all agricultural and dairy operators within the San Jacinto watershed;

H. Whereas, March Air Reserve Base (MARB) is an installation of the United States Air Force on federal lands and, as an agency of the federal government, is therefore subject to limitations in its ability to comply with every provision stated herein to the same extent that other non-federal TASK FORCE AGENCIES are able to comply. These limitations are based upon, but not limited to, those identified in the federal Clean Water Act, the federal Antideficiency Act, the principle of sovereign immunity and the holdings of the Supreme Court of the United States, and other binding federal court decisions, as they interpret those sources of federal law. The limitations so mentioned include, but are not limited to, the availability of federal funding to pay for participation in this program, and the ability of MARB to participate directly in sampling, research or data gathering activities which are not located on or near MARB lands or a point source of water discharge arising on MARB lands, or other activities not specifically authorized by the Federal Clean Water Act section 313. To the extent that the limitations described herein prevent MARB from fully participating in any aspect of this program, they reserve the right, in their sole discretion, to participate in the program as a matter of comity. By entering into this agreement, MARB does not authorize any of the TASK FORCE AGENCIES to exercise regulatory authority over them. MARB agrees that State and federal regulatory agencies that are or may become members of this TASK FORCE have regulatory authority over MARB only to the extent permitted by State or Federal Law;

I. Whereas, the TASK FORCE AGENCIES acknowledge and agree that the effectiveness of the TASK FORCE may be improved by the inclusion of other agencies as additional TASK FORCE AGENCIES to the TASK FORCE;

J. Whereas, the Riverside County Flood Control and Water Conservation District (RCFC&WCD) serves as the MS4 PRINCIPAL PERMITTEE for the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System Permit (MS4) for the Santa Ana Region of Riverside County;

K. Whereas, the County of Riverside and Cities of Beaumont, Canyon Lake, Hemet, Lake Elsinore, Moreno Valley, Murrieta, Perris, Riverside, San Jacinto, Menifee, Wildomar are MS4 CO-PERMITTEES for the NPDES MS4 Permit for the Santa Ana Region of Riverside County;

L. Whereas, the MS4 PRINCIPAL PERMITTEE and MS4 CO-PERMITTEES collectively represent the MS4 PERMITTEES within the San Jacinto Watershed;

M. Whereas, the NPDES MS4 Permit for the Santa Ana Region of Riverside County is regulated by the Regional Board and subject to the requirements of the nutrient TMDLs for Canyon Lake and Lake Elsinore;

N. Whereas RCFC&WCD has agreed to provide services on behalf of itself as MS4 PRINCIPAL PERMITTEE and on behalf of the MS4 CO-PERMITTEES for the purposes of this AGREEMENT;

O. Whereas, the TMDL assigned nutrient waste load allocations for Supplemental Water addition to Lake Elsinore to stabilize the Lake's elevation;

P. Whereas, the nutrient waste load allocation for Supplemental Water, which includes Island Well water, EVMWD treatment plant effluent, and other sources of non-stormwater, may reduce the TMDL waste load allocation and TMDL load allocation of other point and non-point sources because in-lake nutrient capacity was not adjusted to account for increased lake levels associated with the addition of Supplemental Water;

Q. Whereas, the assumptions regarding load allocations for Supplemental Water may not be consistent with the actual operation of Supplemental Water sources;

R. Whereas, the City of Lake Elsinore and EVMWD previously entered into an agreement to equally share the cost of Supplemental Water addition to the Lake under the "Lake Elsinore Comprehensive Water Management Agreement",

S. Whereas, for the purposes of this Agreement, the City of Lake Elsinore shall be acknowledged and recognized as a separate and equal contributor with EVMWD for the cost and voting rights accorded under this Agreement attributed to EVMWD for Supplemental Water addition;

T. Whereas, the TASK FORCE AGENCIES agree that certain nutrient dischargers have been either inappropriately named or not named as responsible parties for various tasks in the BASIN PLAN AMENDMENT;

U. Whereas, the TASK FORCE AGENCIES agree that agricultural and dairy lands are converting to urban and open space lands;

V. Whereas, the TASK FORCE AGENCIES agree that an amendment to the TMDL to address, at minimum, the proper naming of responsible parties for various tasks in the TMDL Implementation Plan, to correct the load allocation and waste load allocations to properly address the impacts of Supplemental Water on Lake Elsinore, and to revise the load allocation and waste load allocations to address the ongoing conversion of agriculture and dairy lands to urban and/or open space should be addressed as part of a revision to the TMDL Implementation Plan; and

W. Whereas, MARB agrees to budget for and to participate in the TASK FORCE, provided that sufficient funds are appropriated by the Congress, and on the condition that funding requirements under this AGREEMENT do not violate the Anti-deficiency Act, and provided that the TASK FORCE AGENCIES agree to relocate the proposed monitoring station from Kitching Channel to the Heacock drainage channel, and use any fees provided by MARB, for participation in this program, to establish and monitor this station.

II. COVENANTS

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants contained herein, the TASK FORCE AGENCIES agree as follows:

1. Creation of a Task Force. There is hereby created a "Lake Elsinore and Canyon Lake TMDL Task Force" ("TASK FORCE") consisting of the TASK FORCE AGENCIES and certain Non-Voting, Non-Funding Members as more specifically provided for in paragraph 2 below.

2. Representation on the Task Force.

   a. Appointment. Concurrently with the execution of this Agreement, each TASK FORCE AGENCY shall, in accordance with such TASK FORCE AGENCY's own governing provisions, appoint one primary representative to the TASK FORCE and one alternate representative to act in the absence of the primary representative (hereinafter collectively referred to as "REPRESENTATIVES" or individually as "REPRESENTATIVE"). The REPRESENTATIVES

shall have the authority to act on behalf of its appointing TASK FORCE AGENCY. The REPRESENTATIVES shall serve at the pleasure of the appointing TASK FORCE AGENCY and may be removed at any time, with or without cause by such TASK FORCE AGENCY; provided, however, that the TASK FORCE AGENCIES acknowledge and agree the continuity of representation on the TASK FORCE is important to the overall effectiveness of the TASK FORCE, and the TASK FORCE AGENCIES further agree to ensure such continuity whenever possible.

b. Additional Agencies. The TASK FORCE AGENCIES acknowledge and agree that the effectiveness of the TASK FORCE may be improved by the inclusion of other agencies as additional TASK FORCE AGENCIES to the TASK FORCE. Such agencies may join the TASK FORCE on such written terms and conditions as are acceptable to all then existing TASK FORCE AGENCIES of the TASK FORCE, including, but not limited to, agreed-upon cash contributions for past, present, and/or future work, of the TASK FORCE. The inclusion of such agencies as additional TASK FORCE AGENCIES to the TASK FORCE shall be effected by a written amendment to this AGREEMENT signed by all then existing TASK FORCE AGENCIES. Such additional TASK FORCE AGENCIES shall each appoint their TASK FORCE primary REPRESENTATIVE and alternate REPRESENTATIVE as provided in Section II.2.a above or in said written amendment. The following agencies will be considered for inclusion as additional TASK FORCE AGENCIES in future amendments to this Agreement within the meaning of this section:

Any other named stakeholder in any future amendments of the BASIN PLAN AMENDMENT.

_____.

c. Non-Voting, Non-Funding Members. The Regional Board, Lake Elsinore and San Jacinto Watersheds Authority and the San Jacinto River Watershed council are hereby appointed as Non-Voting, Non-Funding Members of the TASK FORCE. Additional Non-Voting, Non-Funding Members may be appointed by a majority vote of the TASK FORCE representatives. Non-Voting , Non-Funding Members appointed herein, and any appointed in the future are authorized only to make recommendations upon the functioning of this TASK FORCE and the development of this program. Federal, State and local regulatory agencies acting as Non-Voting, Non-Funding Members, now or in the future, retain authority to regulate TASK FORCE MEMBERS only to the extent that they are so authorized under State and Federal law.

d. Dairy and Agricultural Operators. The TASK FORCE AGENCIES acknowledge that the Western Riverside County Agriculture Coalition (WRCAC) shall represent the collective interest of both participating agricultural and dairy operators in the San Jacinto River Watershed in the TASK FORCE at this time. WRCAC shall appoint two primary TASK FORCE REPRESENTATIVES and two alternate REPRESENTATIVES as provided in Section II.2.a. One set of REPRESENTATIVES shall be designated for agricultural operator interests; the other set of REPRESENTATIVES shall be designated for dairy interests for the purposes of this TASK FORCE.

e. Committees. The TASK FORCE may establish subcommittees, consisting of REPRESENTATIVES and Non-Voting, Non-Funding Members who shall be selected by, and serve at the pleasure of, the TASK FORCE.

f. Task Force Administrator. A TASK FORCE administrator (hereinafter "TASK FORCE ADMINISTRATOR") shall be appointed by the TASK FORCE. The TASK FORCE ADMINISTRATOR shall have the following administrative responsibilities:

(1) Organizing and facilitating TASK FORCE meetings;
(2) Secretarial, clerical, and administrative services;
(3) Managing TASK FORCE funds and preparing annual reports of TASK FORCE assets and expenditures;
(4) Retaining TASK FORCE-authorized consultants; and
(5) Seeking funding grants to assist with achieving the work of the TASK FORCE and other goals and objectives approved by TASK FORCE AGENCIES.
(6) Possible administrator of future pollutant trading (water quality trading) agreements.

The TASK FORCE AGENCIES hereby appoint the Lake Elsinore and San Jacinto Watersheds Authority as the initial TASK FORCE ADMINISTRATOR.

g. Meetings of the Task Force.

(i) Frequency and Location. The TASK FORCE shall, by resolution or motion, agree upon the time and place for holding its regular meetings. Special meetings may be called at the request of the TASK FORCE ADMINISTRATOR or by a majority of the TASK FORCE REPRESENTATIVES.

(ii) Task Force Chair. The TASK FORCE REPRESENTATIVES shall select a chair and a vice-chair. The term of the chair and vice-chair shall be one year and shall be rotated among the TASK FORCE REPRESENTATIVES interested in serving as chair.

(iii) Quorum. One half or more of the REPRESENTATIVES of the TASK FORCE shall constitute a Quorum.

(iv) Voting. Actions of the TASK FORCE shall be validly taken only when a Quorum is present and upon the affirmative vote of a MAJORITY of the TASK FORCE REPRESENTATIVES. A MAJORITY of the REPRESENTATIVES shall be determined as follows:

Each TASK FORCE AGENCY shall have one vote assigned for each $1,000 increment of PRO RATA COST SHARE, as described in Paragraph II.5 below, contributed to the TASK FORCE Budget developed for a given fiscal year. A MAJORITY of the REPRESENTATIVES shall consist of greater than 50% of the total votes based on the Budget for the fiscal year during which the action is taken.

(v) All meetings of the TASK FORCE or any of its committees shall be conducted as may be required by any applicable provisions of the Ralph M. Brown Act (California Government Code §§54950 et seq.). The provisions contained in the Ralph M. Brown Act shall prevail in the event of any conflict with provisions contained in this Agreement.

The TASK FORCE may adopt such additional rules and regulations as may be required for the conduct of its affairs so long as such rules and regulations do not conflict with this Agreement.

3. Work of the Task Force. The TASK FORCE shall perform the following tasks in accordance with guidelines established by the Regional Board:

a. To retain consulting services to review scientific and other assumptions contained within the TMDL. Consultant(s) shall provide a report identifying preliminary TMDL opportunities such as site specific objectives, pollutant trading strategies, and integration strategies. The final scope of work shall be approved by the Task Force. The report shall specifically consider assumptions supporting the TMDL. The report should also provide preliminary analysis of the ability to achieve in-lake nutrient reductions and verify that load assignments are appropriate. Upon completion of the report, Consultant(s) shall also review work described herein, and make

recommendations to ensure that work is specifically designed to resolve any deficiencies, where appropriate. Consultant(s) shall also coordinate development of BASIN PLAN AMENDMENT language, in coordination with the Regional Board, which can be used to revise the TMDLs as part of the Regional Board's Triennial Reviews.

b. TMDL IMPLEMENTATION PLAN Task 4 - Implement a Watershed-wide Nutrient Monitoring Program. This program shall obtain data necessary to update the Lake Elsinore and Canyon Lake Nutrient TMDL, and to determine compliance with interim and final nitrogen and phosphorus allocations, and compliance with the nitrogen and phosphorus TMDLs. Monitoring and management of monitoring data to update the Lake Elsinore and Canyon Lake Nutrient TMDL shall commence immediately upon approval of this Agreement. An annual report summarizing the data collected for the year shall be submitted to the Regional Board by August 15 of each year.

c. TMDL IMPLEMENTATION PLAN Task 4 - Implement a Lake Elsinore and Canyon Lake Nutrient Monitoring Program. This program shall obtain data necessary to update the Lake Elsinore and Canyon Lake Nutrient TMDLs, and to determine compliance with interim and final nitrogen, phosphorus, chlorophyll A and dissolved oxygen numeric targets. In addition, the monitoring program shall determine the relationship between ammonia toxicity and the total nitrogen allocation to ensure that the total nitrogen allocation will prevent ammonia toxicity in Lake Elsinore and Canyon Lake. Lake monitoring and management of lake monitoring data shall be deferred based on agreement with the Regional Board. Thereafter, an annual report summarizing the data collected for the year shall be submitted to the Regional Board by August 15 of each year.

d. TMDL IMPLEMENTATION PLAN Tasks 9 and 10 - Implement a Plan to Reduce Nutrients from sediments in Lake Elsinore and Canyon Lake. The projects will be based on prepared plans shall evaluate the efficacy of various in-lake treatment technologies to prevent the release of Nutrients from lake sediments as a long-term strategy for control of Nutrients in the sediment. The program may also include a sediment nutrient monitoring program to evaluate the effectiveness of any technologies that may be implemented. Target Date for Completion Date: July 1, 2015 (Interim TMDL targets) July 1, 2020 (Final TMDL targets).

e. TMDL IMPLEMENTATION PLAN Task 11 - Implement a Plan and Schedule for Updating the Existing Lake Elsinore/San Jacinto River Watershed Nutrient Model and the Canyon Lake and Lake Elsinore In-Lake Models. Develop and implement a plan and schedule to update and execute Watersheds and in-lake models to track the progress of TMDL efforts. In-lake models should be analyzed as soon as sufficient data becomes available. Target Date for Completion: December 31, 2018.

f. TMDL IMPLEMENTATION PLAN Task 12 - Investigate, Develop and Implement a Pollutant (Water Quality) Trading Plan. Investigate the feasibility of pollutant trading in the Watersheds, and develop a feasibility plan for Regional Board review and approval. Target Date for Completion: December 31, 2012.

g. Investigate Long Term TMDL Implementation Structure, Cost Sharing Formula and Funding Sources. Investigate possible long term administrative structures, cost sharing formulas and funding sources that can be used to obtain compliance with the TMDL requirements. Target Date for Completion: December 31, 2012.

h. Other Tasks. The TASK FORCE may undertake such other plans, programs and studies as authorized by the TASK FORCE pursuant to II.2.g. of this Agreement.

i. Limitations on MARB. As described above in Section I.h., MARB is an agency of the federal government and is therefore unable to participate in each and every aspect of Section 3 to the same extent as other TASK FORCE MEMBERS. To the extent that it is unable to participate in any tasks under section 3, it reserves the right, in its sole discretion, to participate to the fullest extent that it is able, as a matter of comity.

4. Budgets. The total Annual Budget, adjusted to remove in-kind services, grant funding and funding credits associated with this Agreement shall not exceed $800,000, except as authorized by the TASK FORCE via two-thirds approval via votes based on the Budget for the then current fiscal year pursuant to II.2.g. of this Agreement. The TASK FORCE ADMINSTRATOR shall prepare and submit a proposed Budget for each fiscal year of this Agreement to the TASK FORCE AGENCIES by November 30th. The proposed Budget shall include all anticipated costs for the scope(s) of work developed by the TASK FORCE for the next fiscal year. The TASK FORCE Representatives shall approve the Budget by December 31st. Each TASK FORCE AGENCY shall pay its PRO-RATA SHARE of the approved fiscal year's TASK FORCE Budget and arrears by August 31st of the following year. The Budget for the fiscal year 2012- 2013 and estimate for fiscal year 2013- 2014 is included as Attachment A to the Agreement. Approval of this Agreement shall constitute approval of the Budget for fiscal year 2012- 2013. Payment of the fiscal year 2012- 2013 Budget shall be by August 31, 2012, or within 30 days of the approval of this Agreement by each TASK FORCE AGENCY, whichever is sooner.

The TASK FORCE ADMINISTRATOR shall endeavor to minimize carry-over fund balances to those necessary to complete work of the TASK FORCE and to maintain contingencies limited to those necessary to ensure work of the TASK FORCE is not impeded. Excess not necessary to complete budgeted work of the TASK FORCE or maintain adequate reserves shall be credited back to the TASK FORCE AGENCIES in the Budget consistent with the PRO-RATA SHARE methodology described in Paragraph II.5 below. THE TASK FORCE AGENCIES shall agree to a reasonable reserve balance as part of each year's Budget.

After September 30th of each year, the TASK FORCE ADMINSTRATOR shall provide an accounting of all PRO RATA SHARES collected via cash or in-kind contributions. If PRO RATA SHARES collected are less than Budget, the TASK FORCE shall meet with Regional Board staff to determine appropriate priorities for scheduled TASK FORCE work and revise Budget based on available funds.

5. Pro-Rata Share Calculation. The annual PRO-RATA SHARE shall be calculated in the following manner:

A. TMDL TASK FORCE costs are identified within the Task Force Budget under Part A: Task Force Regulatory/Administrative Budget (see Exhibit "A") and starting in FY 13-14 shall be shared equally by the TASK FORCE AGENCIES .

B. TMDL TASK FORCE costs identified within the Task Force Budget under Part B: TMDL Implementation Project Budget (see Exhibit "A") shall be shared by the TASK FORCE AGENCIES, based upon participation in the individual program or project. The PRO-RATA SHARE for each TASK FORCE AGENCIES under Part B shall be per an amount agreed upon and/or in kind services among the participating parties.

C. The PRO-RATA SHARE for additional TASK FORCE AGENCIES shall be per in-kind services and/or an amount agreed upon via written amendment of this AGREEMENT per Section II.2.b.

If the estimated funds collected under the PRO-RATA SHARE calculations exceed the BUDGET, the contributions of MS4 CO-PERMITTEES, EVMWD, City of Lake Elsinore, Agricultural Operators, Dairy and other TASK FORCE AGENCIES contributing in excess of the base amount shall be raised or reduced proportionately based on the percentage of their PRO-RATA SHARE, until the estimated total PRO-RATA SHARES equals the BUDGET.

RCFC&WCD shall provide the TASK FORCE ADMINSTRATOR with annual individual MS4 CO-PERMITTEE cost share distribution of the MS4 CO-PERMITTEES PRO-RATA SHARE for each Fiscal Year. The methodology used by RCFC&WCD to calculate the MS4 CO-PERMITEE cost share distribution may be amended at the NPDES MS4 Management Steering Committee.

Pro rata cost shares assigned to TASK FORCE AGENCIES who are not PARTIES to this Agreement shall be considered unfunded portions of the BUDGET and are addressed in Section II.4, paragraph 3 of this Agreement.

6. In-Kind Credits. The TASK FORCE shall accept in-kind contributions or credits for TASK FORCE work defined under this AGREEMENT per Section II.3 as agreed to annually by the TASK FORCE. The PRO-RATA SHARE of a TASK FORCE AGENCY shall be reduced by the value of IN-KIND CREDITS provided toward agreed-upon budgeted tasks by, or on behalf, of the TASK FORCE AGENCY(S). Credits shall be applied to each budget period and adjusted at the end of each budget year based on actual verified costs unless deferred to a future budget year among the TASK FORCE AGENCIES with credits.

7. Modifications to the TASK FORCE PRO-RATA SHARE methodology. The methodology deriving the TASK FORCE PRO-RATA SHARE as provided in Section II.5 of this Agreement may be modified upon written approval of all then existing TASK FORCE AGENCIES who's PRO-RATA SHARE would be affected.

8. The TASK FORCE AGENCIES shall cooperate fully with one another to attain the purposes of this Agreement.

9. Nothing in this Agreement, nor the work set forth in this Agreement, nor any activity approved or carried out by the TASK FORCE AGENCIES hereunder, is intended to be nor shall be interpreted as a waiver by TASK FORCE AGENCIES of the "Maximum Extent Practicable" standard set forth in the Clean Water Act (33 U.S.C. Section 1251 *et seq.).*

10. Each TASK FORCE AGENCY shall indemnify, defend, and hold each of the other TASK FORCE AGENCIES, including their special districts, officials, agents, officers, and employees, harmless from and against any and all liability and expense arising from any act or omission of such TASK FORCE AGENCY, its officials, agents, officers, and employees, in connection with this Agreement, including but not limited to defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage; provided, however, that no TASK FORCE AGENCY shall indemnify another TASK FORCE AGENCY for that TASK FORCE AGENCY's own negligence or willful misconduct.

    MARB, as an agency of the federal government, is unable to indemnify or hold harmless any other TASK FORCE AGENCY for any liability arising under this agreement. MARB expressly does not indemnify or hold harmless any other TASK FORCE AGENCY for any injuries or liabilities, to itself, to any third party or to MARB, or its employees under this agreement or any activities carried out under authority of this agreement.

11. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the TASK FORCE

    AGENCIES hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each of the TASK FORCE AGENCIES indemnifies, defends, and holds harmless each other TASK FORCE AGENCY for any liability, cost, or expense that may be imposed upon such other TASK FORCE AGENCY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

    MARB, as an agency of the federal government, is unable to indemnify or hold harmless any other TASK FORCE AGENCY for any liability arising under this agreement. MARB expressly does not indemnify or hold harmless any TASK FORCE AGENCY for any injuries or liabilities, to itself, to any third party or to MARB or their employees under this agreement or any activities carried out under authority of this agreement. Tort liability for federal employees, including employees of MARB, is expressly authorized and limited by the Federal Tort Claims Act, which will control liability of MARB and their employees under the terms of this agreement.

12. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of the resources by the Legislature and the allocation of resources by the California Transportation Commission. This Agreement has been written before ascertaining the availability of Federal or State legislative appropriation of funds, for the mutual benefit of the TASK FORCE AGENCIES in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. This Agreement is valid and enforceable as to each of the CALTRANS as if sufficient funds have been made available to CALTRANS by the United States Government or California State Legislature for the purposes set forth in this Agreement. If the United States Government or the California State Legislature does not appropriate sufficient funds for CALTRANS to participate in this Agreement, this Agreement may be amended in writing by the TASK FORCE AGENCIES to reflect any agreed-upon reduction in the percentage of funds contributed by CALTRANS to continue its participation in this Agreement. CALTRANS, however, has the option to withdraw from this Agreement in the event sufficient funds are not appropriated for CALTRANS. Should CALTRANS exercise its option to withdraw from this Agreement, CALTRANS shall remain responsible for its share of liability, if any, incurred while participating in this Agreement.

13. No TASK FORCE AGENCY shall have a financial obligation to any other TASK FORCE AGENCY under this Agreement, except as expressly provided herein.

14. Any notices, invoices, reports, correspondence, or other communication concerning this Agreement shall be directed to the TASK FORCE AGENCY REPRESENTATIVE on file with the TASK FORCE ADMINISTRATOR, except that any TASK FORCE AGENCY may change its name or address by giving the other TASK FORCE AGENCIES at least ten days written notice of the new name or address.

15. The TASK FORCE AGENCIES are, and shall at all times remain as to each other, wholly independent entities. No TASK FORCE AGENCY to this Agreement shall have power to incur any debt, obligation, or liability on behalf of any other TASK FORCE AGENCY unless expressly provided to the contrary by this Agreement. No employee, agent, or officer of a TASK FORCE AGENCY shall be deemed for any purpose whatsoever to be an agent, employee or officer of another TASK FORCE AGENCY.

16. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, and assigns of each TASK FORCE AGENCY.

17. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California, except as to the March Air Reserve Base to whom federal law is applicable.

18. If any provision of this Agreement shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

19. Each individual TASK FORCE AGENCY has been represented by its own separate counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language and any ambiguities shall not be resolved against the drafting TASK FORCE AGENCY.

20. Each of the persons signing below on behalf of a TASK FORCE AGENCY represents and warrants that he or she is authorized to sign this Agreement on behalf of such TASK FORCE AGENCY.

21. Duration of Agreement. This Agreement shall terminate **June 30, 2017** (unless extended by mutual agreement of all TASK FORCE AGENCIES), provided that all debts and liabilities of the TASK FORCE are satisfied. Notwithstanding the foregoing, each TASK FORCE AGENCY reserves the right to withdraw from the TASK FORCE at any time, upon sixty (60) days prior written notice to the TASK FORCE. TASK FORCE contingency, projects, and studies underway at the time of withdrawal shall continue to be fully funded by the withdrawing TASK FORCE AGENCY until the end of the fiscal year in which the TASK FORCE AGENCY gave notice to withdraw.

22. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument.

23. Amendment. This Agreement may not be amended except in a writing signed by all the TASK FORCE AGENCIES.

IN WITNESS WHEREOF, the TASK FORCE AGENCIES have executed this AGREEMENT on the date set forth below:

Exhibit A

Approved FY 2012-13 Budget: Lake Elsinore & Canyon Lake TMDL Task Force

Summary Task Force Expenditures

		Budget 2012-13
	Part A: Task Force Regulatory/Administrative Budget	
1.	**Task Force Administration**	$ 50,000
	Task Force Administrator (LESJWA)	
	Annual Water Quality Reporting and Database Management	
	Amend Task Force Agreement	
	Grant Preparation	
2.	**TMDL Compliance Expert**	$ 50,000
	Risk Sciences	
3.	**Pollutant Trading Program Development**	$ 60,000
	TBD	
4.	**Contingency** (approximately 10% of direct stakeholder expenses)	$ 16,000
	TMDL Task Force Regulatory/Administrative Budget	**$ 176,000**
	Part B: TMDL Implementation Project Budget	
1.	**TMDL Compliance Monitoring**	
	Watershed-wide Nutrient Monitoring Program	$ 85,000
	Watershed-wide Nutrient Monitoring & Report Preparation (Weston Solutions)	$ 70,000
	Wet Year Watershed-wide Monitoring (weather dependant) (RCFC&WCD)	$ -
	Lab Analysis, Watershed-wide Monitoring (RCFC&WCD)	$ 15,000
	Stream gauge O&M (RCFC&WCD)	$ -
	Lake Elsinore Nutrient Monitoring Program	$ -
	Lake Elsinore Nutrient Monitoring & Lab Analysis (EVMWD)	$ -
	Canyon Lake Nutrient Monitoring Program	$ -
	Canyon Lake Nutrient Monitoring & Lab Analysis (EVMWD)	$ -
2.	**Lake Elsinore Project Alternatives**	
	Aeration & Destratification System O&M (to be handled by separate agreement)	
	O&M	$ -
	Pollutant Trading Administration (3% of O&M Costs)	$ -
	Fishery Management O&M	$ -
	Carp Removal Program	$ -
	Pollutant Trading Administration (3% of O&M Costs)	$ -
3.	**Canyon Lake Project Alternatives**	$ 220,000
	Permitting	$ 30,000
	O&M Agreement	$ 20,000
	Detailed Design	$ 150,000
	Construction	$ -
	O&M	$ -
	Project Administration (10% of budgeted expenses)	$ 20,000
	Pollutant Trading Administration (3% of O&M Costs)	$ -
		$ -
		$ -
		$ -
	TMDL Task Force Implementation Budget	**$ 305,000**
	TMDL Task Force Budget :	**$ 481,000**

Exhibit A

Task Force Agency Contributions Summary

Budget 2012-13

1. Task Force Agency Allocation

	Administrative (Part A)	Project Implementation (Part B)	Total
MS4 Co-Permittees (Total)	**$ 105,600**	**$ 249,988**	**$ 355,588**
Riverside County	$ 18,981	$ 44,935	$ 63,916
City of Beaumont	$ 2,249	$ 5,324	$ 7,574
City of Canyon Lake	$ 1,958	$ 4,636	$ 6,595
City of Hemet	$ 13,087	$ 30,980	$ 44,067
City of Lake Elsinore	$ 6,955	$ 16,466	$ 23,421
City of Moreno Valley	$ 30,284	$ 71,691	$ 101,974
City of Murrieta	$ 375	$ 888	$ 1,263
City of Perris	$ 9,560	$ 22,632	$ 32,192
City of Riverside	$ 1,710	$ 4,047	$ 5,757
City of San Jacinto	$ 6,420	$ 15,197	$ 21,617
City of Menifee	$ 11,796	$ 27,925	$ 39,721
City of Wildomar	$ 2,225	$ 5,267	$ 7,492
Elsinore Valley Municipal Water District (EVMWD)	**$ 8,800**	**$ 4,250**	**$ 13,050**
San Jacinto Agricultural Operators	**$ 8,800**	**$ 19,478**	**$ 28,278**
San Jacinto Dairy & CAFO Operators	**$ 8,800**	**$ 10,034**	**$ 18,834**
CALTRANS - freeway	**$ 8,800**	**$ 4,250**	**$ 13,050**
CA DF&G - San Jacinto Wetlands	**$ 8,800**	**$ 4,250**	**$ 13,050**
Eastern Municipal Water District	**$ 8,800**	**$ 4,250**	**$ 13,050**
March Air Reserve Base Joint Powers Authority	**$ 8,800**	**$ 4,250**	**$ 13,050**
US Air Force (March Air Reserve Base)	**$ 8,800**	**$ 4,250**	**$ 13,050**
Total Funding Required	**$ 176,000**	**$ 305,000**	**$ 481,000**

Notes:

Task Force Administration

a. Organize and facilitate TMDL TASK FORCE and TAC meetings,
b. Perform secretarial, clerical and administrative services, including providing meeting summaries to TMDL TASK FORCE members,
c. Manage TMDL TASK FORCE funds and prepare annual reports of TMDL TASK FORCE assets and expenditures,
d. Serve as the contracting party, for the benefit of the TMDL TASK FORCE, for contracts with all consultants, contractors, vendors and other entities,
e. Seek funding grants to assist with achieving goals and objectives of the TMDL TASK FORCE.
f. Coordinate with other agencies and organizations as necessary to facilitate TMDL TASK FORCE work.
g. Administer the preparation of quarterly and annual reports, as required by the TMDL Implementation Plan, and submit them as required by the TMDL Implementation Plan on behalf of the TMDL TASK FORCE.
h. Possible administrator of future pollutant trading (water quality trading) agreements.

TMDL Compliance Expert

a. Support Task Force Agency as a Regulatory Strategist and Compliance Expert .
b. Develop implementation strategy to address TMDL compliance with nutrient targets
c. Plan and prepare Basin Plan Amendment for TMDL
d. Sub-contract out pollutant trading agreement preparation by consultant

Exhibit A

Task Force Agency Contributions Detailed Tables

Part A: Task Force Regulatory/Administrative Budget

Task Force Regulatory/Administrative Expenses	Allocation
MS4 Co-Permittees	**$ 105,600**
Riverside County	$ 18,981
City of Beaumont	$ 2,249
City of Canyon Lake	$ 1,958
City of Hemet	$ 13,087
City of Lake Elsinore	$ 6,955
City of Moreno Valley	$ 30,284
City of Murrieta	$ 375
City of Perris	$ 9,560
City of Riverside	$ 1,710
City of San Jacinto	$ 6,420
City of Menifee	$ 11,796
City of Wildomar	$ 2,225
Elsinore Valley Municipal Water District (EVMWD)	**$ 8,800**
San Jacinto Agricultural Operators	**$ 8,800**
San Jacinto Dairy & CAFO Operators	**$ 8,800**
CALTRANS - freeway	**$ 8,800**
CA DF&G - San Jacinto Wetlands	**$ 8,800**
Eastern Municipal Water District	**$ 8,800**
March Air Reserve Base Joint Powers Authority	**$ 8,800**
US Air Force (March Air Reserve Base)	**$ 8,800**
Funding Required	**$ 176,000**

Part B: TMDL Implementation Project Budget

TMDL Compliance Monitoring Expenses

Watershed-wide Nutrient Monitoring Program	Allocation
MS4 Co-Permittees	**$ 51,000**
Riverside County	$ 9,167
City of Beaumont	$ 1,086
City of Canyon Lake	$ 946
City of Hemet	$ 6,320
City of Lake Elsinore	$ 3,359
City of Moreno Valley	$ 14,626
City of Murrieta	$ 181
City of Perris	$ 4,617
City of Riverside	$ 826
City of San Jacinto	$ 3,100
City of Menifee	$ 5,697
City of Wildomar	$ 1,075
Elsinore Valley Municipal Water District (EVMWD)	**$ 4,250**
San Jacinto Agricultural Operators	**$ 4,250**
San Jacinto Dairy & CAFO Operators	**$ 4,250**
CALTRANS - freeway	**$ 4,250**
CA DF&G - San Jacinto Wetlands	**$ 4,250**
Eastern Municipal Water District	**$ 4,250**
March Air Reserve Base Joint Powers Authority	**$ 4,250**
US Air Force (March Air Reserve Base)	**$ 4,250**
Funding Required	**$ 85,000**

Exhibit A

Lake Elsinore Nutrient Monitoring Program	Allocation
MS4 Co-Permittees	**$ -**
Riverside County	$ -
City of Beaumont	$ -
City of Canyon Lake	$ -
City of Hemet	$ -
City of Lake Elsinore	$ -
City of Moreno Valley	$ -
City of Murrieta	$ -
City of Perris	$ -
City of Riverside	$ -
City of San Jacinto	$ -
City of Menifee	$ -
City of Wildomar	$ -
Elsinore Valley Municipal Water District (EVMWD)	**$ -**
San Jacinto Agricultural Operators	**$ -**
San Jacinto Dairy & CAFO Operators	**$ -**
CALTRANS - freeway	**$ -**
CA DF&G - San Jacinto Wetlands	**$ -**
Eastern Municipal Water District	**$ -**
March Air Reserve Base Joint Powers Authority	**$ -**
US Air Force (March Air Reserve Base)	**$ -**
Funding Required	**$ -**

Canyon Lake Nutrient Monitoring Program	Allocation
MS4 Co-Permittees	**$ -**
Riverside County	$ -
City of Beaumont	$ -
City of Canyon Lake	$ -
City of Hemet	$ -
City of Lake Elsinore	$ -
City of Moreno Valley	$ -
City of Murrieta	$ -
City of Perris	$ -
City of Riverside	$ -
City of San Jacinto	$ -
City of Menifee	$ -
City of Wildomar	$ -
Elsinore Valley Municipal Water District (EVMWD)	**$ -**
San Jacinto Agricultural Operators	**$ -**
San Jacinto Dairy & CAFO Operators	**$ -**
CALTRANS - freeway	**$ -**
CA DF&G - San Jacinto Wetlands	**$ -**
Eastern Municipal Water District	**$ -**
March Air Reserve Base Joint Powers Authority	**$ -**
US Air Force (March Air Reserve Base)	**$ -**
Funding Required	**$ -**

Exhibit A

Lake Elsinore Project Alternatives

Aeration & Destratification System O&M

	Allocation
MS4 Co-Permittees	**$ -**
Riverside County	$ -
City of Beaumont	$ -
City of Canyon Lake	$ -
City of Hemet	$ -
City of Lake Elsinore	$ -
City of Moreno Valley	$ -
City of Murrieta	$ -
City of Perris	$ -
City of Riverside	$ -
City of San Jacinto	$ -
City of Menifee	$ -
City of Wildomar	$ -
Elsinore Valley Municipal Water District (EVMWD)	**$ -**
San Jacinto Agricultural Operators	**$ -**
San Jacinto Dairy & CAFO Operators	**$ -**
CALTRANS - freeway	**$ -**
CA DF&G - San Jacinto Wetlands	**$ -**
Eastern Municipal Water District	**$ -**
March Air Reserve Base Joint Powers Authority	**$ -**
US Air Force (March Air Reserve Base)	**$ -**
Funding Required	**$ -**

Lake Elsinore Project Alternatives

Fishery Management O&M

	Allocation
MS4 Co-Permittees	**$ -**
Riverside County	$ -
City of Beaumont	$ -
City of Canyon Lake	$ -
City of Hemet	$ -
City of Lake Elsinore	$ -
City of Moreno Valley	$ -
City of Murrieta	$ -
City of Perris	$ -
City of Riverside	$ -
City of San Jacinto	$ -
City of Menifee	$ -
City of Wildomar	$ -
Elsinore Valley Municipal Water District (EVMWD)	**$ -**
San Jacinto Agricultural Operators	**$ -**
San Jacinto Dairy & CAFO Operators	**$ -**
CALTRANS - freeway	**$ -**
CA DF&G - San Jacinto Wetlands	**$ -**
Eastern Municipal Water District	**$ -**
March Air Reserve Base Joint Powers Authority	**$ -**
US Air Force (March Air Reserve Base)	**$ -**
Funding Required	**$ -**

Exhibit A

Canyon Lake Project Alternatives

	Allocation
MS4 Co-Permittees	**$ 198,988**
Riverside County	$ 35,767
City of Beaumont	$ 4,238
City of Canyon Lake	$ 3,690
City of Hemet	$ 24,660
City of Lake Elsinore	$ 13,106
City of Moreno Valley	$ 57,065
City of Murrieta	$ 707
City of Perris	$ 18,015
City of Riverside	$ 3,221
City of San Jacinto	$ 12,097
City of Menifee	$ 22,228
City of Wildomar	$ 4,193
Elsinore Valley Municipal Water District (EVMWD)	**$ -**
San Jacinto Agricultural Operators	**$ 15,228**
San Jacinto Dairy & CAFO Operators	**$ 5,784**
CALTRANS - freeway	
CA DF&G - San Jacinto Wetlands	
Eastern Municipal Water District	**$ -**
March Air Reserve Base Joint Powers Authority	
US Air Force (March Air Reserve Base)	
	$ 220,000

***Cost formula*: based upon the 1:1 ratio of TP to TN contributions from urban and agricultural runoff as projected in the respective Riverside County Comprehensive Nutrient Reduction Plan and San jacinto Agricultural Nutrient Reduction Plan**

Exhibit A

Task Force Agency Contributions Detailed Tables

	Allocation
MS4 Co-Permittees (Total)	**$ 355,588**
Task Force Regulatory/Administrative Expenses	$ 105,600
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	$ 51,000
Lake Elsinore Nutrient Monitoring Program	$ -
Canyon Lake Nutrient Monitoring Program	$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	$ -
Fishery Management O&M	$ -
Canyon Lake Project Alternatives	$ 198,988
Riverside County	**$ 63,916**
Task Force Regulatory/Administrative Expenses	$ 18,981
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	$ 9,167
Lake Elsinore Nutrient Monitoring Program	$ -
Canyon Lake Nutrient Monitoring Program	$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	$ -
Fishery Management O&M	$ -
Canyon Lake Project Alternatives	$ 35,767
	$ -
City of Beaumont	**$ 7,574**
Task Force Regulatory/Administrative Expenses	$ 2,249
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	$ 1,086
Lake Elsinore Nutrient Monitoring Program	$ -
Canyon Lake Nutrient Monitoring Program	$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	$ -
Fishery Management O&M	$ -
Canyon Lake Project Alternatives	$ 4,238
	$ -
City of Canyon Lake	**$ 6,595**
Task Force Regulatory/Administrative Expenses	$ 1,958
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	$ 946
Lake Elsinore Nutrient Monitoring Program	$ -
Canyon Lake Nutrient Monitoring Program	$ -
Lake Elsinore Project Alternatives	
Aeration & Destratification System O&M	$ -
Fishery Management O&M	$ -
Canyon Lake Project Alternatives	$ 3,690

Exhibit A

City of Hemet	**$**	**44,067**
Task Force Regulatory/Administrative Expenses	$	13,087
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	6,320
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	24,660
City of Lake Elsinore	**$**	**23,421**
Task Force Regulatory/Administrative Expenses	$	6,955
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	3,359
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	13,106
City of Moreno Valley	**$**	**101,974**
Task Force Regulatory/Administrative Expenses	$	30,284
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	14,626
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	57,065
City of Murrieta	**$**	**1,263**
Task Force Regulatory/Administrative Expenses	$	375
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	181
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	707

Exhibit A

City of Perris	**$**	**32,192**
Task Force Regulatory/Administrative Expenses	$	9,560
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,617
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	18,015
City of Riverside	**$**	**5,757**
Task Force Regulatory/Administrative Expenses	$	1,710
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	826
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	3,221
City of San Jacinto	**$**	**21,617**
Task Force Regulatory/Administrative Expenses	$	6,420
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	3,100
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	12,097
City of Menifee	**$**	**39,721**
Task Force Regulatory/Administrative Expenses	$	11,796
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	5,697
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	22,228

Exhibit A

City of Wildomar	**$**	**7,492**
Task Force Regulatory/Administrative Expenses	$	2,225
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	1,075
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	4,193
Elsinore Valley Municipal Water District (EVMWD)	**$**	**13,050**
Task Force Regulatory/Administrative Expenses	$	8,800
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,250
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	-
San Jacinto Agricultural Operators	**$**	**28,278**
Task Force Regulatory/Administrative Expenses	$	8,800
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,250
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	15,228
San Jacinto Dairy & CAFO Operators	**$**	**18,834**
Task Force Regulatory/Administrative Expenses	$	8,800
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,250
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	5,784

Exhibit A

CALTRANS - freeway	**$**	**13,050**
Task Force Regulatory/Administrative Expenses	$	8,800
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,250
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	-
CA DF&G - San Jacinto Wetlands	**$**	**13,050**
Task Force Regulatory/Administrative Expenses	$	8,800
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,250
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	-
Eastern Municipal Water District	**$**	**13,050**
Task Force Regulatory/Administrative Expenses	$	8,800
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,250
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	-
March Air Reserve Base Joint Powers Authority	**$**	**13,050**
Task Force Regulatory/Administrative Expenses	$	8,800
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,250
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	-
US Air Force (March Air Reserve Base)	**$**	**13,050**
Task Force Regulatory/Administrative Expenses	$	8,800
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,250
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Aeration & Destratification System O&M	$	-
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	-
Total:	**$**	**481,000**

Exhibit A

PROJECTED - Task Force Agency Contributions through FY 2010-11

	Cummulative Credit / (Debit)
MS4 Co-Permittees (Total)	**$ 359,205**
Riverside County	$ 72,513
City of Beaumont	$ 5,009
City of Canyon Lake	$ 5,384
City of Hemet	$ 33,909
City of Lake Elsinore	$ 106,017
City of Moreno Valley	$ 77,550
City of Murrieta	$ 2,247
City of Perris	$ 23,561
City of Riverside	$ 3,642
City of San Jacinto	$ 15,348
City of Menifee	$ 11,798
City of Wildomar	$ 2,225
Elsinore Valley Municipal Water District (EVMWD)	**$ 91,830**
San Jacinto Agricultural Operators	**$ 28,985**
San Jacinto Dairy & CAFO Operators	**$ 16,452**
CALTRANS - freeway	**$ -**
CA DF&G - San Jacinto Wetlands	**$ -**
US Forest Service (USFS)	**$ -**
Eastern Municipal Water District	**$ -**
March Air Reserve Base Joint Powers Authority	**$ -**
US Air Force (March Air Reserve Base)	**$ -**
Total Credits	**$ 855,677**

Task Force Agency Contributions Detailed Tables

Part A: Task Force Regulatory/Administrative Budget

Task Force Regulatory/Administrative Expenses	Budget 2013-14 Allocation	Budget 2014-15 Allocation	Budget 2015-16 Allocation
MS4 Co-Permittees	**$ 99,000**	**$ 165,000**	**$ 165,000**
Riverside County	$ 8,250	$ 13,750	$ 13,750
City of Beaumont	$ 8,250	$ 13,750	$ 13,750
City of Canyon Lake	$ 8,250	$ 13,750	$ 13,750
City of Hemet	$ 8,250	$ 13,750	$ 13,750
City of Lake Elsinore	$ 8,250	$ 13,750	$ 13,750
City of Moreno Valley	$ 8,250	$ 13,750	$ 13,750
City of Murrieta	$ 8,250	$ 13,750	$ 13,750
City of Perris	$ 8,250	$ 13,750	$ 13,750
City of Riverside	$ 8,250	$ 13,750	$ 13,750
City of San Jacinto	$ 8,250	$ 13,750	$ 13,750
City of Menifee	$ 8,250	$ 13,750	$ 13,750
City of Wildomar	$ 8,250	$ 13,750	$ 13,750
Elsinore Valley Municipal Water District (EVMWD)	**$ 8,250**	**$ 13,750**	**$ 13,750**
San Jacinto Agricultural Operators	**$ 8,250**	**$ 13,750**	**$ 13,750**
San Jacinto Dairy & CAFO Operators	**$ 8,250**	**$ 13,750**	**$ 13,750**
CALTRANS - freeway	**$ 8,250**	**$ 13,750**	**$ 13,750**
CA DF&G - San Jacinto Wetlands	**$ 8,250**	**$ 13,750**	**$ 13,750**
Eastern Municipal Water District	**$ 8,250**	**$ 13,750**	**$ 13,750**
March Air Reserve Base Joint Powers Authority	**$ 8,250**	**$ 13,750**	**$ 13,750**
US Air Force (March Air Reserve Base)	**$ 8,250**	**$ 13,750**	**$ 13,750**
Funding Required	**$ 165,000**	**$ 275,000**	**$ 275,000**

Part B: TMDL Implementation Project Budget

TMDL Compliance Monitoring Expenses

Watershed-wide Nutrient Monitoring Program	Allocation	Allocation	Allocation
MS4 Co-Permittees	**$ 51,000**	**$ 51,000**	**$ 51,000**
Riverside County	$ 4,250	$ 4,250	$ 4,250
City of Beaumont	$ 4,250	$ 4,250	$ 4,250
City of Canyon Lake	$ 4,250	$ 4,250	$ 4,250
City of Hemet	$ 4,250	$ 4,250	$ 4,250
City of Lake Elsinore	$ 4,250	$ 4,250	$ 4,250
City of Moreno Valley	$ 4,250	$ 4,250	$ 4,250
City of Murrieta	$ 4,250	$ 4,250	$ 4,250
City of Perris	$ 4,250	$ 4,250	$ 4,250
City of Riverside	$ 4,250	$ 4,250	$ 4,250
City of San Jacinto	$ 4,250	$ 4,250	$ 4,250
City of Menifee	$ 4,250	$ 4,250	$ 4,250
City of Wildomar	$ 4,250	$ 4,250	$ 4,250
Elsinore Valley Municipal Water District (EVMWD)	**$ 4,250**	**$ 4,250**	**$ 4,250**
San Jacinto Agricultural Operators	**$ 4,250**	**$ 4,250**	**$ 4,250**
San Jacinto Dairy & CAFO Operators	**$ 4,250**	**$ 4,250**	**$ 4,250**
CALTRANS - freeway	**$ 4,250**	**$ 4,250**	**$ 4,250**
CA DF&G - San Jacinto Wetlands	**$ 4,250**	**$ 4,250**	**$ 4,250**
Eastern Municipal Water District	**$ 4,250**	**$ 4,250**	**$ 4,250**
March Air Reserve Base Joint Powers Authority	**$ 4,250**	**$ 4,250**	**$ 4,250**
US Air Force (March Air Reserve Base)	**$ 4,250**	**$ 4,250**	**$ 4,250**
Funding Required	**$ 85,000**	**$ 85,000**	**$ 85,000**

Lake Elsinore Nutrient Monitoring Program	Allocation	Allocation	Allocation
MS4 Co-Permittees	$ -	$ 90,000	$ 90,000
Riverside County	$ -	$ 7,500	$ 7,500
City of Beaumont	$ -	$ 7,500	$ 7,500
City of Canyon Lake	$ -	$ 7,500	$ 7,500
City of Hemet	$ -	$ 7,500	$ 7,500
City of Lake Elsinore	$ -	$ 7,500	$ 7,500
City of Moreno Valley	$ -	$ 7,500	$ 7,500
City of Murrieta	$ -	$ 7,500	$ 7,500
City of Perris	$ -	$ 7,500	$ 7,500
City of Riverside	$ -	$ 7,500	$ 7,500
City of San Jacinto	$ -	$ 7,500	$ 7,500
City of Menifee	$ -	$ 7,500	$ 7,500
City of Wildomar	$ -	$ 7,500	$ 7,500
Elsinore Valley Municipal Water District (EVMWD)	$ -	$ 7,500	$ 7,500
San Jacinto Agricultural Operators	$ -	$ 7,500	$ 7,500
San Jacinto Dairy & CAFO Operators	$ -	$ 7,500	$ 7,500
CALTRANS - freeway	$ -	$ 7,500	$ 7,500
CA DF&G - San Jacinto Wetlands	$ -	$ 7,500	$ 7,500
Eastern Municipal Water District	$ -	$ 7,500	$ 7,500
March Air Reserve Base Joint Powers Authority	$ -	$ 7,500	$ 7,500
US Air Force (March Air Reserve Base)	$ -	$ 7,500	$ 7,500
Funding Required	**$ -**	**$ 150,000**	**$ 150,000**

Canyon Lake Nutrient Monitoring Program	Allocation	Allocation	Allocation
MS4 Co-Permittees	$ -	$ 97,059	$ 97,059
Riverside County	$ -	$ 8,824	$ 8,824
City of Beaumont	$ -	$ 8,824	$ 8,824
City of Canyon Lake	$ -	$ 8,824	$ 8,824
City of Hemet	$ -	$ 8,824	$ 8,824
City of Lake Elsinore	$ -	$ 8,824	$ 8,824
City of Moreno Valley	$ -	$ 8,824	$ 8,824
City of Murrieta	$ -	$ 8,824	$ 8,824
City of Perris	$ -	$ 8,824	$ 8,824
City of Riverside	$ -	$ 8,824	$ 8,824
City of San Jacinto	$ -	$ 8,824	$ 8,824
City of Menifee	$ -	$ 8,824	$ 8,824
City of Wildomar	$ -	$ -	$ -
Elsinore Valley Municipal Water District (EVMWD)	$ -	$ -	$ -
San Jacinto Agricultural Operators	$ -	$ 8,824	$ 8,824
San Jacinto Dairy & CAFO Operators	$ -	$ 8,824	$ 8,824
CALTRANS - freeway	$ -	$ 8,824	$ 8,824
CA DF&G - San Jacinto Wetlands	$ -	$ 8,824	$ 8,824
Eastern Municipal Water District	$ -	$ -	$ -
March Air Reserve Base Joint Powers Authority	$ -	$ 8,824	$ 8,824
US Air Force (March Air Reserve Base)	$ -	$ 8,824	$ 8,824
Funding Required	**$ -**	**$ 150,000**	**$ 150,000**

Lake Elsinore Project Alternatives

Aeration & Destratification System O&M	Allocation	Allocation	Allocation
MS4 Co-Permittees	$ -	$ -	$ -
Riverside County	$ -	$ -	$ -
City of Beaumont	$ -	$ -	$ -
City of Canyon Lake	$ -	$ -	$ -
City of Hemet	$ -	$ -	$ -
City of Lake Elsinore	$ -	$ -	$ -
City of Moreno Valley	$ -	$ -	$ -
City of Murrieta	$ -	$ -	$ -
City of Perris	$ -	$ -	$ -
City of Riverside	$ -	$ -	$ -
City of San Jacinto	$ -	$ -	$ -
City of Menifee	$ -	$ -	$ -
City of Wildomar	$ -	$ -	$ -
Elsinore Valley Municipal Water District (EVMWD)	$ -	$ -	$ -
San Jacinto Agricultural Operators	$ -	$ -	$ -
San Jacinto Dairy & CAFO Operators	$ -	$ -	$ -
CALTRANS - freeway	$ -	$ -	$ -
CA DF&G - San Jacinto Wetlands	$ -	$ -	$ -
Eastern Municipal Water District	$ -	$ -	$ -
March Air Reserve Base Joint Powers Authority	$ -	$ -	$ -
US Air Force (March Air Reserve Base)	$ -	$ -	$ -
Funding Required	**$ -**	**$ -**	**$ -**

Lake Elsinore Project Alternatives

Fishery Management O&M

	Allocation	Allocation	Allocation
MS4 Co-Permittees	$ -	$ -	$ -
Riverside County	$ -	$ -	$ -
City of Beaumont	$ -	$ -	$ -
City of Canyon Lake	$ -	$ -	$ -
City of Hemet	$ -	$ -	$ -
City of Lake Elsinore	$ -	$ -	$ -
City of Moreno Valley	$ -	$ -	$ -
City of Murrieta	$ -	$ -	$ -
City of Perris	$ -	$ -	$ -
City of Riverside	$ -	$ -	$ -
City of San Jacinto	$ -	$ -	$ -
City of Menifee	$ -	$ -	$ -
City of Wildomar	$ -	$ -	$ -
Elsinore Valley Municipal Water District (EVMWD)	$ -	$ -	$ -
San Jacinto Agricultural Operators	$ -	$ -	$ -
San Jacinto Dairy & CAFO Operators	$ -	$ -	$ -
CALTRANS - freeway	$ -	$ -	$ -
CA DF&G - San Jacinto Wetlands	$ -	$ -	$ -
Eastern Municipal Water District	$ -	$ -	$ -
March Air Reserve Base Joint Powers Authority	$ -	$ -	$ -
US Air Force (March Air Reserve Base)	$ -	$ -	$ -
Funding Required	**$ -**	**$ -**	**$ -**

Canyon Lake Project Alternatives

Alum Addition

	Allocation	Allocation	Allocation
MS4 Co-Permittees	**$ 330,000**	**$ 407,000**	**$ 407,000**
Riverside County	$ 60,814	$ 75,004	$ 75,004
City of Beaumont	$ 7,206	$ 8,887	$ 8,887
City of Canyon Lake	$ 6,274	$ 7,739	$ 7,739
City of Hemet	$ 41,928	$ 51,711	$ 51,711
City of Lake Elsinore	$ 22,284	$ 27,484	$ 27,484
City of Moreno Valley	$ 97,025	$ 119,664	$ 119,664
City of Murrieta	$ -	$ -	$ -
City of Perris	$ 30,630	$ 37,777	$ 37,777
City of Riverside	$ 5,477	$ 6,755	$ 6,755
City of San Jacinto	$ 20,567	$ 25,367	$ 25,367
City of Menifee	$ 37,794	$ 46,612	$ 46,612
City of Wildomar	$ -	$ -	$ -
Elsinore Valley Municipal Water District (EVMWD)	$ -	$ -	$ -
San Jacinto Agricultural Operators	$ -	$ -	$ -
San Jacinto Dairy & CAFO Operators	$ -	$ -	$ -
CALTRANS - freeway	$ -	$ -	$ -
CA DF&G - San Jacinto Wetlands	$ -	$ -	$ -
Eastern Municipal Water District	$ -	$ -	$ -
March Air Reserve Base Joint Powers Authority	$ -	$ -	$ -
US Air Force (March Air Reserve Base)	$ -	$ -	$ -
	$ 330,000	**$ 407,000**	**$ 407,000**

Task Force Agency Contributions Detailed Tables

	Allocation	Allocation	Allocation
MS4 Co-Permittees (Total)	**$ 480,000**	**$ 810,059**	**$ 810,059**
Task Force Regulatory/Administrative Expenses	$ 99,000	$ 165,000	$ 165,000
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 51,000	$ 51,000	$ 51,000
Lake Elsinore Nutrient Monitoring Program	$ -	$ 90,000	$ 90,000
Canyon Lake Nutrient Monitoring Program	$ -	$ 97,059	$ 97,059
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ 330,000	$ 407,000	$ 407,000
Riverside County	**$ 73,314**	**$ 109,327**	**$ 109,327**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ 60,814	$ 75,004	$ 75,004
City of Beaumont	**$ 19,706**	**$ 43,211**	**$ 43,211**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ 7,206	$ 8,887	$ 8,887
City of Canyon Lake	**$ 18,774**	**$ 42,062**	**$ 42,062**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ 6,274	$ 7,739	$ 7,739
City of Hemet	**$ 54,428**	**$ 86,035**	**$ 86,035**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ 41,928	$ 51,711	$ 51,711

City of Lake Elsinore	**$ 34,784**	**$ 61,808**	**$ 61,808**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ 22,284	$ 27,484	$ 27,484
City of Moreno Valley	**$ 109,525**	**$ 153,988**	**$ 153,988**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ 97,025	$ 119,664	$ 119,664
City of Murrieta	**$ 12,500**	**$ 34,324**	**$ 34,324**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ -	$ -	$ -
City of Perris	**$ 43,130**	**$ 72,100**	**$ 72,100**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ 30,630	$ 37,777	$ 37,777
City of Riverside	**$ 17,977**	**$ 41,079**	**$ 41,079**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ 5,477	$ 6,755	$ 6,755
City of San Jacinto	**$ 33,067**	**$ 59,690**	**$ 59,690**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ 20,567	$ 25,367	$ 25,367

City of Menifee	**$ 50,294**	**$ 80,936**	**$ 80,936**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ 37,794	$ 46,612	$ 46,612
City of Wildomar	**$ 12,500**	**$ 25,500**	**$ 25,500**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ -	$ -
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ -	$ -	$ -
Elsinore Valley Municipal Water District (EVMWD)	**$ 12,500**	**$ 25,500**	**$ 25,500**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ -	$ -
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ -	$ -	$ -
San Jacinto Agricultural Operators	**$ 12,500**	**$ 34,324**	**$ 34,324**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ -	$ -	$ -
San Jacinto Dairy & CAFO Operators	**$ 12,500**	**$ 34,324**	**$ 34,324**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ -	$ -	$ -
CALTRANS - freeway	**$ 12,500**	**$ 34,324**	**$ 34,324**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ -	$ -	$ -

CA DF&G - San Jacinto Wetlands	**$ 12,500**	**$ 34,324**	**$ 34,324**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ -	$ -	$ -
Eastern Municipal Water District	**$ 12,500**	**$ 25,500**	**$ 25,500**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ -	$ -
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ -	$ -	$ -
March Air Reserve Base Joint Powers Authority	**$ 12,500**	**$ 34,324**	**$ 34,324**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ -	$ -	$ -
US Air Force (March Air Reserve Base)	**$ 12,500**	**$ 34,324**	**$ 34,324**
Task Force Regulatory/Administrative Expenses	$ 8,250	$ 13,750	$ 13,750
TMDL Compliance Monitoring Expenses			
Watershed-wide Nutrient Monitoring Program	$ 4,250	$ 4,250	$ 4,250
Lake Elsinore Nutrient Monitoring Program	$ -	$ 7,500	$ 7,500
Canyon Lake Nutrient Monitoring Program	$ -	$ 8,824	$ 8,824
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ -	$ -	$ -
Total:	**$ 580,000**	**$ 1,067,000**	**$ 1,067,000**

DRAFT FY 2013-14 Budget: Lake Elsinore & Canyon Lake TMDL Task Force

Summary Task Force Expenditures

	Budget 2013-14	Budget 2014-15	Budget 2015-16
Part A: Task Force Regulatory/Administrative Budget			
Task Force Administration	$ 50,000	$ 50,000	$ 50,000
Task Force Administrator (LESJWA)			
Annual Water Quality Reporting and Database Management			
Amend Task Force Agreement			
Grant Preparation			
TMDL Compliance Expert	$ 50,000	$ 50,000	$ 50,000
Risk Sciences			
Update of Watershed and In-Lake Nutrient Models	$ -	$ 100,000	$ 100,000
Watershed Modeling		$ 100,000	$ 100,000
in-lake Modeling			
Review and Revision of Water Quality Objectives	$ 50,000	$ 25,000	$ 25,000
DO Target Adjustment		$ 25,000	$ 25,000
Contingency	$ 15,000	$ 50,000	$ 50,000
TMDL Task Force Regulatory/Administrative Budget	**$ 165,000**	**$ 275,000**	**$ 275,000**
Part B: TMDL Implementation Project Budget			
TMDL Compliance Monitoring			
Watershed-wide Nutrient Monitoring Program	$ 85,000	$ 85,000	$ 85,000
Watershed-wide Nutrient Monitoring & Report Preparation (Weston Solutions)	$ 70,000	$ 70,000	$ 70,000
Wet Year Watershed-wide Monitoring (weather dependant) (RCFC&WCD)	$ -	$ -	$ -
Lab Analysis, Watershed-wide Monitoring (RCFC&WCD)	$ 15,000	$ 15,000	$ 15,000
Stream gauge O&M (RCFC&WCD)	$ -	$ -	$ -
Lake Elsinore Nutrient Monitoring Program	$ -	$ 150,000	$ 150,000
Lake Elsinore Nutrient Monitoring & Lab Analysis (EVMWD)	$ -	$ 150,000	$ 150,000
Canyon Lake Nutrient Monitoring Program	$ -	$ 150,000	$ 150,000
Canyon Lake Nutrient Monitoring & Lab Analysis (EVMWD)	$ -	$ 150,000	$ 150,000
Lake Elsinore Project Alternatives			
Aeration & Destratification System O&M (to be handled by separate agreement)	$ -	$ -	$ -
O&M	$ -	$ -	$ -
Pollutant Trading Administration (3% of O&M Costs)	$ -	$ -	$ -
Fishery Management O&M	$ -	$ -	$ -
Carp Removal Program	$ -	$ -	$ -
Pollutant Trading Administration (3% of O&M Costs)	$ -	$ -	$ -
Canyon Lake Project Alternatives	$ 330,000	$ 407,000	$ 407,000
Chemical Additions - Alum Dosing (2 applications annually)	$ 270,000	$ 270,000	$ 270,000
Consulting Support	$ 30,000	$ -	$ -
O&M Agreement	$ -	$ -	$ -
Detailed Design	$ -	$ -	$ -
Construction	$ -	$ -	$ -
Effectiveness Monitoring		$ 100,000	$ 100,000
O&M	$ -	$ -	$ -
Project Administration (10% of budgeted expenses)	$ 30,000	$ 37,000	$ 37,000
Pollutant Trading Administration (3% of O&M Costs)	$ -	$ -	$ -
TMDL Task Force Implementation Budget	**$ 415,000**	**$ 792,000**	**$ 792,000**
TMDL Task Force Budget :	**$ 580,000**	**$ 1,067,000**	**$ 1,067,000**

Task Force Agency Contributions Summary

Task Force Agency Allocation	Budget 2013-14 Total	Budget 2014-15 Total	Budget 2015-16 Total
MS4 Co-Permittees (Total)	**$ 480,000**	**$ 810,059**	**$ 810,059**
Riverside County	$ 73,314	$ 109,327	$ 109,327
City of Beaumont	$ 19,706	$ 43,211	$ 43,211
City of Canyon Lake	$ 18,774	$ 42,062	$ 42,062
City of Hemet	$ 54,428	$ 86,035	$ 86,035
City of Lake Elsinore	$ 34,784	$ 61,808	$ 61,808
City of Moreno Valley	$ 109,525	$ 153,988	$ 153,988
City of Murrieta	$ 12,500	$ 34,324	$ 34,324
City of Perris	$ 43,130	$ 72,100	$ 72,100
City of Riverside	$ 17,977	$ 41,079	$ 41,079
City of San Jacinto	$ 33,067	$ 59,690	$ 59,690
City of Menifee	$ 50,294	$ 80,936	$ 80,936
City of Wildomar	$ 12,500	$ 25,500	$ 25,500
Elsinore Valley Municipal Water District (EVMWD)	**$ 12,500**	**$ 25,500**	**$ 25,500**
San Jacinto Agricultural Operators	**$ 12,500**	**$ 34,324**	**$ 34,324**
San Jacinto Dairy & CAFO Operators	**$ 12,500**	**$ 34,324**	**$ 34,324**
CALTRANS - freeway	**$ 12,500**	**$ 34,324**	**$ 34,324**
CA DF&G - San Jacinto Wetlands	**$ 12,500**	**$ 34,324**	**$ 34,324**
Eastern Municipal Water District	**$ 12,500**	**$ 25,500**	**$ 25,500**
March Air Reserve Base Joint Powers Authority	**$ 12,500**	**$ 34,324**	**$ 34,324**
US Air Force (March Air Reserve Base)	**$ 12,500**	**$ 34,324**	**$ 34,324**
Total Funding Required	**$ 580,000**	**$ 1,067,000**	**$ 1,067,000**

Prop 84 Round 2 IRWM Funding

	Budget 2013-14	Budget 2014-15	Budget 2015-16
Canyon Lake Hybrid Treatment process - Phase 1	**$ -**	**$ 250,000**	**$ 250,000**
Total Grant Funding	**$ -**	**$ 250,000**	**$ 250,000**

Notes:

Task Force Administration

a. Organize and facilitate TMDL TASK FORCE and TAC meetings,
b. Perform secretarial, clerical and administrative services, including providing meeting summaries to TMDL TASK FORCE members,
c. Manage TMDL TASK FORCE funds and prepare annual reports of TMDL TASK FORCE assets and expenditures,
d. Serve as the contracting party, for the benefit of the TMDL TASK FORCE, for contracts with all consultants, contractors, vendors and other entities,
e. Seek funding grants to assist with achieving goals and objectives of the TMDL TASK FORCE.
f. Coordinate with other agencies and organizations as necessary to facilitate TMDL TASK FORCE work.
g. Administer the preparation of quarterly and annual reports, as required by the TMDL Implementation Plan, and submit them as required by the TMDL Implementation Plan on behalf of the TMDL TASK FORCE.
h. Possible administrator of future pollutant trading (water quality trading) agreements.

TMDL Compliance Expert

a. Support Task Force Agency as a Regulatory Strategist and Compliance Expert .
b. Develop implementation strategy to address TMDL compliance with nutrient targets
c. Plan and prepare Basin Plan Amendment for TMDL
d. Sub-contract out pollutant trading agreement preparation by consultant

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement on the dates shown adjacent their respective signatures. This Agreement becomes effective as of the date of the latest signature page received.

LAKE ELSINORE AND SAN JACINTO WATERSHEDS AUTHORITY

BY _____

TITLE LESJWA Authority Administrator

DATE 2/22/13

APPROVED AS TO FORM

BY _____ for J.S. Akluf
Attorney

CALIFORNIA DEPARTMENT OF TRANSPORTATION

BY _____

TITLE District Director - District 8

DATE 2/28/13

APPROVED AS TO FORM

BY _____
Attorney

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY_____

DATE_____

CALIFORNIA DEPARTMENT OF TRANSPORTATION

BY_____

DATE_____

CITY OF BEAUMONT

BY_____
Mayor

DATE 12-4-12

CITY OF CANYON LAKE

BY_____
Mayor

DATE_____

CITY OF HEMET

BY_____
Mayor

DATE_____

CITY OF LAKE ELSINORE

BY_____
Mayor

DATE_____

CITY OF MENIFEE

BY_____
Mayor

DATE_____

CITY OF MORENO VALLEY

BY_____
Mayor

DATE:_____

CITY OF MURRIETA

BY_____
Mayor

DATE_____

CITY OF PERRIS

BY_____
Mayor

DATE_____

CITY OF RIVERSIDE

BY_____
Mayor

DATE_____

CITY OF SAN JACINTO

BY_____
Mayor

DATE_____

CITY OF WILDOMAR

BY_____
Mayor

DATE_____

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY_____

DATE_____

CALIFORNIA DEPARTMENT OF TRANSPORTATION

BY_____

DATE_____

CITY OF BEAUMONT

BY_____
Mayor

DATE_____

CITY OF CANYON LAKE

BY_____
Mayor

DATE_____

CITY OF HEMET

BY_____
Mayor

DATE_____

CITY OF LAKE ELSINORE

BY_____
Mayor

DATE_____

CITY OF MENIFEE

BY_____
Mayor

DATE_____

CITY OF MORENO VALLEY

BY_____
Mayor

DATE:_____

CITY OF MURRIETA

BY_____
Mayor

DATE_____

CITY OF PERRIS

BY_____
Mayor

DATE_____

CITY OF RIVERSIDE

BY_____
Mayor

DATE_____

CITY OF SAN JACINTO

BY_____
Mayor

DATE_____

CITY OF WILDOMAR

BY_____
Mayor

DATE_____

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY_____

DATE_____

CALIFORNIA DEPARTMENT OF TRANSPORTATION

BY_____

DATE_____

CITY OF BEAUMONT

BY_____
Mayor

DATE_____

CITY OF CANYON LAKE

BY_____
Mayor

DATE_____

CITY OF HEMET

BY_____
Mayor

DATE 9/18/12

CITY OF LAKE ELSINORE

BY_____
Mayor

DATE_____

CITY OF MENIFEE

BY_____
Mayor

DATE_____

CITY OF MORENO VALLEY

BY_____
Mayor

DATE:_____

CITY OF MURRIETA

BY_____
Mayor

DATE_____

CITY OF PERRIS

BY_____
Mayor

DATE_____

CITY OF RIVERSIDE

BY_____
Mayor

DATE_____

CITY OF SAN JACINTO

BY_____
Mayor

DATE_____

CITY OF WILDOMAR

BY_____
Mayor

DATE_____

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY_____

DATE_____

CALIFORNIA DEPARTMENT OF TRANSPORTATION

BY_____

DATE_____

CITY OF BEAUMONT

BY_____
Mayor

DATE_____

CITY OF CANYON LAKE

BY_____
Mayor

DATE_____

CITY OF HEMET

BY_____
Mayor

DATE_____

CITY OF LAKE ELSINORE

BY_____
Mayor

DATE 7/10/12

CITY OF MENIFEE

BY_____
Mayor

DATE_____

CITY OF MORENO VALLEY

BY_____
Mayor

DATE:_____

CITY OF MURRIETA

BY_____
Mayor

DATE_____

CITY OF PERRIS

BY_____
Mayor

DATE_____

CITY OF RIVERSIDE

BY_____
Mayor

DATE_____

CITY OF SAN JACINTO

BY_____
Mayor

DATE_____

CITY OF WILDOMAR

BY_____
Mayor

DATE_____

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY_____

DATE_____

CALIFORNIA DEPARTMENT OF TRANSPORTATION

BY_____

DATE_____

CITY OF BEAUMONT

BY_____
Mayor

DATE_____

CITY OF CANYON LAKE

BY_____
Mayor

DATE_____

CITY OF HEMET

BY_____
Mayor

DATE_____

CITY OF LAKE ELSINORE

BY_____
Mayor

DATE_____

CITY OF MENIFEE

BY_____
Mayor

DATE 10/2/19

CITY OF MORENO VALLEY

BY_____
Mayor

DATE:_____

CITY OF MURRIETA

BY_____
Mayor

DATE_____

CITY OF PERRIS

BY_____
Mayor

DATE_____

CITY OF RIVERSIDE

BY_____
Mayor

DATE_____

CITY OF SAN JACINTO

BY_____
Mayor

DATE_____

CITY OF WILDOMAR

BY_____
Mayor

DATE_____

Approved as to Form

_____
Joseph W. Fletcher, City Attorney

CITY OF MORENO VALLEY

BY _____
Mayor

DATE 9/10/12

BY _____
City Clerk

DATE 9/10/12

APPROVED AS TO FORM

BY _____
City Attorney

DATE 9/5/12

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY_____

DATE_____

CALIFORNIA DEPARTMENT OF TRANSPORTATION

BY_____

DATE_____

CITY OF BEAUMONT

BY_____
Mayor

DATE_____

CITY OF CANYON LAKE

BY_____
Mayor

DATE_____

CITY OF HEMET

BY_____
Mayor

DATE_____

CITY OF LAKE ELSINORE

BY_____
Mayor

DATE_____

CITY OF MENIFEE

BY_____
Mayor

DATE_____

CITY OF MORENO VALLEY

BY_____
Mayor

DATE:_____

CITY OF MURRIETA

BY_____
Mayor

DATE August 21, 2012

Attest: A. Kay Kinson, City Clerk

CITY OF PERRIS

BY_____
Mayor

DATE_____

CITY OF RIVERSIDE

BY_____
Mayor

DATE_____

CITY OF SAN JACINTO

BY_____
Mayor

DATE_____

CITY OF WILDOMAR

BY_____
Mayor

DATE_____

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY_____

DATE_____

CALIFORNIA DEPARTMENT OF TRANSPORTATION

BY_____

DATE_____

CITY OF BEAUMONT

BY_____
Mayor

DATE_____

CITY OF CANYON LAKE

BY_____
Mayor

DATE_____

CITY OF HEMET

BY_____
Mayor

DATE_____

CITY OF LAKE ELSINORE

BY_____
Mayor

DATE_____

CITY OF MENIFEE

BY_____
Mayor

DATE_____

CITY OF MORENO VALLEY

BY_____
Mayor

DATE:_____

CITY OF MURRIETA

BY_____
Mayor

DATE_____

CITY OF PERRIS

BY Daryl R. Busch
Mayor, Daryl R. Busch

DATE 2/19/14

CITY OF RIVERSIDE

BY_____
Mayor

DATE_____

CITY OF SAN JACINTO

BY_____
Mayor

DATE_____

CITY OF WILDOMAR

BY_____
Mayor

DATE_____

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CITY OF RIVERSIDE

BY _____
City Manager

DATE July 17, 2013

Attest: _____
City Clerk

APPROVED AS TO FORM

By _____
City Attorney

CERTIFIED AS TO FUNDS AVAILABILITY:

By: _____
Finance Director

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY_____

DATE_____

CALIFORNIA DEPARTMENT OF TRANSPORTATION

BY_____

DATE_____

CITY OF BEAUMONT

BY_____
Mayor

DATE_____

CITY OF CANYON LAKE

BY_____
Mayor

DATE_____

CITY OF HEMET

BY_____
Mayor

DATE_____

CITY OF LAKE ELSINORE

BY_____
Mayor

DATE_____

CITY OF MENIFEE

BY_____
Mayor

DATE_____

CITY OF MORENO VALLEY

BY_____
Mayor

DATE:_____

CITY OF MURRIETA

BY_____
Mayor

DATE_____

CITY OF PERRIS

BY_____
Mayor

DATE_____

CITY OF RIVERSIDE

BY_____
Mayor

DATE_____

CITY OF SAN JACINTO

BY_____
Mayor

DATE 7-5-12

CITY OF WILDOMAR

BY_____
Mayor

DATE_____

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY_____

DATE_____

CALIFORNIA DEPARTMENT OF TRANSPORTATION

BY_____

DATE_____

CITY OF BEAUMONT

BY_____
Mayor

DATE_____

CITY OF CANYON LAKE

BY_____
Mayor

DATE_____

CITY OF HEMET

BY_____
Mayor

DATE_____

CITY OF LAKE ELSINORE

BY_____
Mayor

DATE_____

CITY OF MENIFEE

BY_____
Mayor

DATE_____

CITY OF MORENO VALLEY

BY_____
Mayor

DATE:_____

CITY OF MURRIETA

BY_____
Mayor

DATE_____

CITY OF PERRIS

BY_____
Mayor

DATE_____

CITY OF RIVERSIDE

BY_____
Mayor

DATE_____

CITY OF SAN JACINTO

BY_____
Mayor

DATE_____

CITY OF WILDOMAR

BY_____
Mayor

DATE 12/17/12

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS

COUNTY OF RIVERSIDE

BY_____
JOHN TAVAGLIONE

DATE_____

ATTEST:
KECIA HARPER-IHEM, Clerk
By_____
DEPUTY

U.S. AIR FORCE
(MARCH AIR RESERVE BASE)

BY_____

DATE_____

EASTERN MUNICIPAL WATER DISTRICT

BY_____

DATE_____

WESTERN RIVERSIDE COUNTY AGRIGULTURE COALITION

BY_____

DATE_____

ELSINORE VALLEY MUNICIPAL WATER DISTIRCT

BY_____

DATE_____

SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD

BY_____

DATE_____

MARCH JOINT POWERS AUTHORITY

BY_____

DATE_____

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BY_____

DATE_____

OCT 02 2012 3.3

COUNTY OF RIVERSIDE

BY_____

DATE_____

U.S. AIR FORCE
(MARCH AIR RESERVE BASE)

BY_____

DATE_____

EASTERN MUNICIPAL WATER DISTRICT

BY_____

DATE 11.7.12

WESTERN RIVERSIDE COUNTY AGRIGULTURE COALITION

BY_____

DATE_____

ELSINORE VALLEY MUNICIPAL WATER DISTIRCT

BY_____

DATE_____

SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD

BY_____

DATE_____

MARCH JOINT POWERS AUTHORITY

BY_____

DATE_____

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BY_____

DATE_____

COUNTY OF RIVERSIDE

BY_____

DATE_____

U.S. AIR FORCE
(MARCH AIR RESERVE BASE)

BY_____

DATE_____

EASTERN MUNICIPAL WATER DISTRICT

BY_____

DATE_____

WESTERN RIVERSIDE COUNTY AGRIGULTURE COALITION

BY_____

DATE_____

ELSINORE VALLEY MUNICIPAL WATER DISTIRCT

BY_____

DATE_____ 7/26/18

SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD

BY_____

DATE_____

MARCH JOINT POWERS AUTHORITY

BY_____

DATE_____

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BY_____

DATE_____

COUNTY OF RIVERSIDE

BY_____

DATE_____

U.S. AIR FORCE
(MARCH AIR RESERVE BASE)

BY_____

DATE_____

EASTERN MUNICIPAL WATER DISTRICT

BY_____

DATE_____

WESTERN RIVERSIDE COUNTY
AGRIGULTURE COALITION

BY_____

DATE_____

ELSINORE VALLEY MUNICIPAL
WATER DISTIRCT

BY_____

DATE_____

SANTA ANA REGIONAL WATER QUALITY
CONTROL BOARD

BY_____

DATE_____

MARCH JOINT POWERS AUTHORITY

BY Lori M. Stone

DATE 3/31/14

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

BY_____

DATE_____

RECOMMENDED FOR APPROVAL:

By _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and
Water Conservation District
Board of Supervisors

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel

By _____
NEAL KIPNIS
Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By _____
Deputy

(SEAL)

Agreement to Form the Lake Elsinore
and Canyon Lake TMDL Task Force
9/11/12
KEC:blj

COUNTY OF RIVERSIDE

BY_____

DATE_____

U.S. AIR FORCE
(MARCH AIR RESERVE BASE)

BY_____
SAMUEL C. MAHANEY, Col, USAFR
Commander, 452d Air Mobility Wing

DATE: 17 Dec 12

EASTERN MUNICIPAL WATER DISTRICT

BY_____

DATE: _____

WESTERN RIVERSIDE COUNTY AGRIGULTURE COALITION

BY _____

DATE: _____

ELSINORE VALLEY MUNICIPAL QUALITY WATER DISTIRCT

BY_____

DATE: _____

SANTA ANA REGIONAL WATER CONTROL BOARD

BY _____

DATE: _____

MARCH JOINT POWERS AUTHORITY (LESJWA)

BY_____

DATE: _____

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY

BY _____

DATE: _____

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BY_____

DATE: _____

COUNTY OF RIVERSIDE

BY_____

DATE_____

U.S. AIR FORCE
(MARCH AIR RESERVE BASE)

BY_____

DATE_____

EASTERN MUNICIPAL WATER DISTRICT

BY_____

DATE_____

WESTERN RIVERSIDE COUNTY AGRIGULTURE COALITION

BY_____

DATE 11-1-2012

ELSINORE VALLEY MUNICIPAL WATER DISTIRCT

BY_____

DATE_____

SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD

BY_____

DATE_____

MARCH JOINT POWERS AUTHORITY

BY_____

DATE_____

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BY_____

DATE_____

COUNTY OF RIVERSIDE

BY_____

DATE_____

U.S. AIR FORCE
(MARCH AIR RESERVE BASE)

BY_____

DATE_____

EASTERN MUNICIPAL WATER DISTRICT

BY_____

DATE_____

WESTERN RIVERSIDE COUNTY
AGRIGULTURE COALITION

BY_____

DATE_____

ELSINORE VALLEY MUNICIPAL
WATER DISTIRCT

BY_____

DATE_____

SANTA ANA REGIONAL WATER QUALITY
CONTROL BOARD

BY Kt V. Bltll

DATE 6/18/12

MARCH JOINT POWERS AUTHORITY

BY_____

DATE_____

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

BY_____

DATE_____

COUNTY OF RIVERSIDE

BY_____

DATE_____

U.S. AIR FORCE
(MARCH AIR RESERVE BASE)

BY_____

DATE_____

EASTERN MUNICIPAL WATER DISTRICT

BY_____

DATE_____

WESTERN RIVERSIDE COUNTY AGRIGULTURE COALITION

BY_____

DATE_____

ELSINORE VALLEY MUNICIPAL WATER DISTIRCT

BY_____

DATE_____

SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD

BY_____

DATE_____

MARCH JOINT POWERS AUTHORITY

BY_____

DATE_____

LAKE ELSINORE & SAN JACINTO WATERSHEDS AUTHORITY (LESJWA)

BY Nancy C. Horton

DATE 7-25-2012

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BY_____

DATE_____

AMENDMENT NO. 1
TO THE
AGREEMENT TO FORM THE
LAKE ELSINORE AND CANYON LAKE
TMDL TASK FORCE

Pursuant to Covenants II, Section 21. of that certain AGREEMENT entitled, "Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force" ("Task Force Agreement"), dated June 18, 2012; and

Whereas this Task Force Agreement initially had been prepared for a five-year term and therefore is set to expire on the date of June 30, 2017, the TASK FORCE AGENCIES as named in the Agreement (Exhibit A), **hereby agree to the following changes:**

I. Extend the term of the Task Force Agreement to **June 30, 2020,** and

II. Stipulate the option that the Agreement, while still in full force and effect, may be extended an additional two years, to **June 30, 2022**, by means of Administrative Action by the Task Force Administrator.

Except as otherwise expressly amended herein, all of the terms, conditions, and provisions of the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force (Exhibit A) shall continue in full force and effect.

This Amendment No. 1 may be executed in original counterparts, which together shall constitute a single Agreement document.

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force**, on the dates set forth below.

LAKE ELSINORE AND SAN JACINTO WATERSHEDS AUTHORITY (LESJWA)

BY _____

Mark Norton, LESJWA Authority Administrator Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By:_____

Title:_____

Date:_____

APPROVED AS TO FORM

By_____
Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:_____

Title:_____

Date:_____

APPROVED AS TO FORM

By_____
Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF BEAUMONT

By:_____
Mayor

Date:_____

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF CANYON LAKE

By:_____
Mayor

Date:_____

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF HEMET

By:_____
Mayor

Date:_____

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF LAKE ELSNIORE

By:_____
Mayor

Date:_____

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF MENIFEE

By:_____
Mayor

Date:_____

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF MORENO VALLEY

By:_____
Mayor

Date:_____

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF MURRIETA

By:_____
Mayor

Date:_____

ATTEST:

By_____
City Clerk

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF PERRIS

By:_____
Mayor

Date:_____

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF RIVERSIDE

By:_____
City Manager

Date:_____

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF SAN JACINTO

By:_____
Mayor

Date:_____

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

CITY OF WILDOMAR

By:_____
Mayor

Date:_____

APPROVED AS TO FORM

By_____
City Attorney Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

Recommended for Approval:

COUNTY OF RIVERSIDE

By:_____

Title:_____

Date:_____

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM

By_____
County Counsel Date

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

EASTERN MUNICIPAL WATER DISTRICT

By:_____

Title:_____

Date:_____

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

By:_____

Title:_____

Date:_____

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

MARCH JOINT POWERS AUTHORITY

By:_____

Title:_____

Date:_____

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Recommended for Approval:

By:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____
County Counsel

ATTEST:

By:_____
Clerk of the Board

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

U.S. AIRFORCE (MARCH AIR RESERVE BASE)

By:_____

Title:_____

Date:_____

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

WESTERN RIVERSIDE COUNTY AGRICULTURAL COALITION

On behalf of the participating Dairy Operators and participating Agricultural Operators in the San Jacinto River Basin

By:_____

Title:_____

Date:_____

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 1 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force,** on the dates set forth below

SANTA ANA REGIONAL WATER QUALITY CONTROL BOARD

By:_____

Title:_____

Date:_____

AMENDMENT NO. 2
TO THE
AGREEMENT TO FORM THE
LAKE ELSINORE AND CANYON LAKE
TMDL TASK FORCE

Pursuant to Covenants II, Section 21. of that certain AGREEMENT entitled, "Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force" ("Task Force Agreement"), dated June 18, 2012; and

Whereas this Task Force Agreement initially had been prepared for a five-year term and therefore is set to expire on the date of June 30, 2017, the TASK FORCE AGENCIES as named in the Agreement (Exhibit A); and

Whereas Amendment No. 1 extended the terms of the Task Force Agreement to June 30, 2020 (Exhibit B); and

Whereas Amendment No. 1 stipulated by means of Administrative Action by the Task Force Administrator the Agreement, while still in full force and effect, may be extended an additional two years, **hereby agree to the following changes:**

I. Extend the term of the Task Force Agreement to **June 30, 2022.**

Except as otherwise expressly amended herein, all of the terms, conditions, and provisions of the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force (Exhibit A) shall continue in full force and effect.

This Amendment No. 2 may be executed by means of Administrative Action by the Task Force Administrator, which together shall constitute a single Agreement document.

IN WITNESS WHEREOF, the parties hereto have executed this **Amendment No. 2 to the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force**, on the dates set forth below.

LAKE ELSINORE AND SAN JACINTO WATERSHEDS AUTHORITY (LESJWA)

BY Mark Norton as of 6/30/2020

Mark Norton, LESJWA Authority Administrator Date

Draft FY 2022-23 Budget: Lake Elsinore & Canyon Lake TMDL Task Force

18-Apr-2

Summary Task Force Expenditures

		Revised Draft Budget 2022-23
	Part A: TMDL Task Force Budget	
1.	**Task Force Administration**	**$ 80,000**
	Task Force Administrator (LESJWA)	$ 80,000
	Grant Preparation/Administration	$ -
2.	**TMDL Compliance Expert**	**$ 70,000**
	Tess Dunham / Kahn, Soares & Conway	$ 70,000
3.	**TMDL Compliance Monitoring**	**$ 233,675**
	Watershed-wide Nutrient Monitoring Program	$ 72,270
	Lake Elsinore Nutrient Monitoring Program (includes TMDL Compliance report support)	$ 92,135
	Canyon Lake Nutrient Monitoring Program	$ 69,270
4.	**TMDL Compliance Reporting & Modeling**	**$ 153,100**
	2020 TMDL Compliance Report	$ -
	TMDL Support Services	$ 30,000
	Lake Simulation Models	$ -
	TMDL Update / Approval Process	$ 123,100
	Additional Implementation Projects	$ -
	Aerial Land Use Surveys (every 5 years)	$ -
5.	**Contingency**	**$ -**
	Part A: TMDL Task Force Budget:	**$ 536,775**
	Part B: TMDL Project Budget	
6.	**Lake Elsinore Project Alternatives**	
	Lake Elsinore Aeration and Mixing System (LEAMS) Offset Credit Purchase	**$ 124,200**
	LEAMS O&M	$ 124,200
	Fishery Management	**$ -**
	Fishery Survey	$ -
	Carp Removal Program (Fishery Management O&M)	$ -
	Project Administration	$ -
7.	**Canyon Lake Project Alternatives**	**$ 240,676**
	Chemical Additions - Alum Dosing	$ 230,676
	Project Administration	$ 10,000
	Project Contingency	$ -
	TMDL Task Force Part B Implementation Budget	**$ 364,876**
	LE&CL TMDL Implementation Budget:	**$ 901,651**

Task Force Administration

- Organize and facilitate TMDL TASK FORCE meetings,
- Perform secretarial, clerical and administrative services, including providing meeting summaries to TMDL TASK FORCE
- Manage TMDL TASK FORCE funds and prepare annual reports of TMDL TASK FORCE assets and expenditures,
- Act as the contracting party, for the benefit of the TMDL TASK FORCE, for contracts with all consultants, contractors, vendors and other entities,
- Seek funding grants to assist with achieving the work of the TMDL TASK FORCE and other goals and objectives of the TMDL TASK FORCE,
- Coordinate with other agencies and organizations as necessary to facilitate TMDL TASK FORCE work,
- Administer the preparation of quarterly and annual reports, as required by the TMDL Implementation Plan, and submit them as required by the TMDL Implementation Plan on behalf of the TMDL TASK FORCE,
- Coordinate and facilitate the addition of other Monitoring Programs to the Task Force,
- Provide TMDL TASK FORCE members an opportunity to comment and approve any reports or other work product developed

TMDL Compliance Expert

- Serve as regulatory strategist and compliance expert for the Task Force

TMDL Support Services

- Support Task Force in tracking individual nutrient load allocations/reductions
- Support LEAMS effectiveness demonstration
- Support Canyon Lake Alum Project (evaluate need / calculate dose)
- Conduct Technical Analyses as requested by the Task Force

Task Force Agency Contributions Summary

Draft Budget 2022-23

Item 4.

1. Task Force Agency Allocation

	Total
MS4 Co-Permittees (Total)	**$ 664,235**
Riverside County	$ 114,610
City of Beaumont	$ 32,082
City of Canyon Lake	$ 40,888
City of Hemet	$ 51,039
City of Lake Elsinore	$ 35,769
City of Moreno Valley	$ 92,615
City of Murrieta	$ 38,299
City of Perris	$ 56,829
City of Riverside	$ 32,082
City of San Jacinto	$ 32,082
City of Menifee	$ 105,562
City of Wildomar	$ 32,376
Elsinore Valley Municipal Water District (EVMWD)	**$ 30,610**
San Jacinto Agricultural Operators (WRCAC)	**$ 28,380**
San Jacinto Dairy & CAFO Operators *	**$ 3,000**
CA Department of Transportation	**$ 40,046**
CA DF&W - San Jacinto Wetlands	**$ 29,082**
Eastern Municipal Water District	**$ 29,082**
March Air Reserve Base Joint Powers Authority	**$ 38,268**
US Air Force (March Air Reserve Base)	**$ 38,948**
Total Funding Required	**$ 901,651**

Note: * San Jacinto Dairy & CAFO Operators contributions to the LE&CL TMDL Task Force are made through WRCAC

2 *Lake Elsinore Aeration and Mixing System (LEAMS) Offset Credit Allocation (to be handled by separate agreement)*

	Draft Budget 2022-23
MS4 Co-Permittees	**$ 109,800**
Riverside County	partner
City of Beaumont	$ 3,000
City of Canyon Lake	$ 3,900
City of Hemet	$ 8,400
City of Lake Elsinore	partner
City of Moreno Valley	$ 31,800
City of Murrieta	$ 3,000
City of Perris	$ 15,900
City of Riverside	$ 3,000
City of San Jacinto	$ 3,000
City of Menifee	$ 30,600
City of Wildomar	$ 7,200
Elsinore Valley Municipal Water District (EVMWD)	partner
San Jacinto Agricultural Operators (WRCAC)	**$ -**
San Jacinto Dairy & CAFO Operators	**$ 3,000**
CALTRANS - freeway	**$ 5,100**
CA DF&W - San Jacinto Wetlands	**$ -**
Eastern Municipal Water District (EMWD)	**$ -**
March Air Reserve Base Joint Powers Authority	**$ 3,000**
US Air Force (March Air Reserve Base)	**$ 3,300**
Funding Required	**$ 124,200**

Notes: LEAMS Excess Offset Credits are based upon modeling conducted by Dr. Alex Horne (Horne Dec. 2012 and Horne Mar. 2015). Cred
Allocations are estimated as the number of credits to bring stakeholder into compliance (CDM Smith 2020).

Task Force Agency Contributions Detailed Tables

Part A: Task Force Regulatory/Administrative Budget

Task Force Regulatory/Administrative Expenses

	Allocation
MS4 Co-Permittees	**$ 96,095**
Riverside County	$ 8,008
City of Beaumont	$ 8,008
City of Canyon Lake	$ 8,008
City of Hemet	$ 8,008
City of Lake Elsinore	$ 8,008
City of Moreno Valley	$ 8,008
City of Murrieta	$ 8,008
City of Perris	$ 8,008
City of Riverside	$ 8,008
City of San Jacinto	$ 8,008
City of Menifee	$ 8,008
City of Wildomar	$ 8,008
Elsinore Valley Municipal Water District (EVMWD)	**$ 8,008**
San Jacinto Agricultural Operators (WRCAC)	**$ 5,857**
San Jacinto Dairy & CAFO Operators *	**$ -**
CALTRANS - freeway	**$ 8,008**
CA DF&W - San Jacinto Wetlands	**$ 8,008**
Eastern Municipal Water District	**$ 8,008**
March Air Reserve Base Joint Powers Authority	**$ 8,008**
US Air Force (March Air Reserve Base)	**$ 8,008**
Funding Required	**$ 150,000**

Note: * San Jacinto Dairy & CAFO Operators contributions to the LE&CL TMDL Task Force are made through WRCAC

TMDL Compliance Monitoring Expenses

Watershed-wide Nutrient Monitoring Program

			Allocation
MS4 Co-Permittees			**$ 48,909**
Riverside County			$ 4,076
City of Beaumont			$ 4,076
City of Canyon Lake			$ 4,076
City of Hemet			$ 4,076
City of Lake Elsinore			$ 4,076
City of Moreno Valley			$ 4,076
City of Murrieta			$ 4,076
City of Perris			$ 4,076
City of Riverside			$ 4,076
City of San Jacinto			$ 4,076
City of Menifee			$ 4,076
City of Wildomar			$ 4,076
Elsinore Valley Municipal Water District (EVMWD)			**-na-**
San Jacinto Agricultural Operators (WRCAC)			**$ 2,982**
San Jacinto Dairy & CAFO Operators *			**$ -**
CALTRANS - freeway			**$ 4,076**
CA DF&W - San Jacinto Wetlands			**$ 4,076**
Eastern Municipal Water District			**$ 4,076**
March Air Reserve Base Joint Powers Authority			**$ 4,076**
US Air Force (March Air Reserve Base)			**$ 4,076**
		Funding Required	**$ 72,27**

Note: * San Jacinto Dairy & CAFO Operators contributions to the LE&CL TMDL Task Force are made through WRCAC

Lake Elsinore Nutrient Monitoring Program

	Allocation
MS4 Co-Permittees	**$ 59,[illegible]**
Riverside County	$ 4,919
City of Beaumont	$ 4,919
City of Canyon Lake	$ 4,919
City of Hemet	$ 4,919
City of Lake Elsinore	$ 4,919
City of Moreno Valley	$ 4,919
City of Murrieta	$ 4,919
City of Perris	$ 4,919
City of Riverside	$ 4,919
City of San Jacinto	$ 4,919
City of Menifee	$ 4,919
City of Wildomar	$ 4,919
Elsinore Valley Municipal Water District (EVMWD)	**$ 4,919**
San Jacinto Agricultural Operators (WRCAC)	**$ 3,598**
San Jacinto Dairy & CAFO Operators *	**$ -**
CALTRANS - freeway	**$ 4,919**
CA DF&W - San Jacinto Wetlands	**$ 4,919**
Eastern Municipal Water District	**$ 4,919**
March Air Reserve Base Joint Powers Authority	**$ 4,919**
US Air Force (March Air Reserve Base)	**$ 4,919**
Funding Required	**$ 92,135**

Note: * San Jacinto Dairy & CAFO Operators contributions to the LE&CL TMDL Task Force are made through WRCAC

Canyon Lake Nutrient Monitoring Program

	Allocation
MS4 Co-Permittees	**$ 42,972**
Riverside County	$ 3,907
City of Beaumont	$ 3,907
City of Canyon Lake	$ 3,907
City of Hemet	$ 3,907
City of Lake Elsinore	$ 3,907
City of Moreno Valley	$ 3,907
City of Murrieta	$ 3,907
City of Perris	$ 3,907
City of Riverside	$ 3,907
City of San Jacinto	$ 3,907
City of Menifee	$ 3,907
City of Wildomar	**-na-**
Elsinore Valley Municipal Water District (EVMWD)	**$ 3,907**
San Jacinto Agricultural Operators (WRCAC)	**$ 2,858**
San Jacinto Dairy & CAFO Operators *	**$ -**
CALTRANS - freeway	**$ 3,907**
CA DF&W - San Jacinto Wetlands	**$ 3,907**
Eastern Municipal Water District	**$ 3,907**
March Air Reserve Base Joint Powers Authority	**$ 3,907**
US Air Force (March Air Reserve Base)	**$ 3,907**
Funding Required	**$ 69,270**

Note: * San Jacinto Dairy & CAFO Operators contributions to the LE&CL TMDL Task Force are made through WRCAC

Part B: TMDL Implementation Project Budget

Lake Elsinore Project Alternatives

Fishery Management O&M **

	Allocation
MS4 Co-Permittees	**$ -**
Riverside County	$ -
City of Beaumont	$ -
City of Canyon Lake	$ -
City of Hemet	$ -
City of Lake Elsinore	$ -
City of Moreno Valley	$ -
City of Murrieta	$ -
City of Perris	$ -
City of Riverside	$ -
City of San Jacinto	$ -
City of Menifee	$ -
City of Wildomar	$ -
Elsinore Valley Municipal Water District (EVMWD)	**$ -**
San Jacinto Agricultural Operators (WRCAC)	**$ -**
San Jacinto Dairy & CAFO Operators *	**$ -**
CALTRANS - freeway	**$ -**
CA DF&W - San Jacinto Wetlands	**$ -**
Eastern Municipal Water District	**-na-**
March Air Reserve Base Joint Powers Authority	**$ -**
US Air Force (March Air Reserve Base)	**$ -**
Funding Required	**$ -**

Note: * San Jacinto Dairy & CAFO Operators contributions to the LE&CL TMDL Task Force are made through WRCAC

Canyon Lake Project Alternatives

Alum Addition

			Allocation
MS4 Co-Permittees			**$ 209,352**
Riverside County			$ 85,528
City of Beaumont			-na-
City of Canyon Lake			$ 7,906
City of Hemet			$ 13,557
City of Lake Elsinore			$ 6,686
City of Moreno Valley			$ 31,732
City of Murrieta			$ 6,217
City of Perris			$ 11,847
City of Riverside			-na-
City of San Jacinto			-na-
City of Menifee			$ 45,880
City of Wildomar			-na-
Elsinore Valley Municipal Water District (EVMWD)			**$ 5,603**
San Jacinto Agricultural Operators *			**$ 7,107**
San Jacinto Dairy & CAFO Operators			**-na-**
CALTRANS - freeway			**$ 5,863**
CA DF&W - San Jacinto Wetlands			**-na-**
Eastern Municipal Water District			**-na-**
March Air Reserve Base Joint Powers Authority			**$ 6,186**
US Air Force (March Air Reserve Base)			**$ 6,565**
		Funding Required	**$ 240,676**

Notes: * San Jacinto Dairy & CAFO Operators contributions to the LE&CL TMDL Task Force are made through WRCAC

1) Offset demand estimates for TP; TN data not used in this allocation
2) Jurisdictions with zero offset demand are designated as not applicable "-na-"
3) Allocations include a factor of 2, this "doubling" of alum is to serve as a contingency for an additional alum application

TMDL Compliance Reporting & Modeling

TMDL Compliance Support

			Allocation
MS4 Co-Permittees			**$ 98,081**
Riverside County			$ 8,173
City of Beaumont			$ 8,173
City of Canyon Lake			$ 8,173
City of Hemet			$ 8,173
City of Lake Elsinore			$ 8,173
City of Moreno Valley			$ 8,173
City of Murrieta			$ 8,173
City of Perris			$ 8,173
City of Riverside			$ 8,173
City of San Jacinto			$ 8,173
City of Menifee			$ 8,173
City of Wildomar			$ 8,173
Elsinore Valley Municipal Water District (EVMWD)			**$ 8,173**
San Jacinto Agricultural Operators (WRCAC)			**$ 5,978**
San Jacinto Dairy & CAFO Operators *			**$ -**
CALTRANS - freeway			**$ 8,173**
CA DF&W - San Jacinto Wetlands			**$ 8,173**
Eastern Municipal Water District			**$ 8,173**
March Air Reserve Base Joint Powers Authority			**$ 8,173**
US Air Force (March Air Reserve Base)			**$ 8,173**
		Funding Required	**$ 153,100**

Note: * San Jacinto Dairy & CAFO Operators contributions to the LE&CL TMDL Task Force are made through WRCAC

Contingency

			Contingency
MS4 Co-Permittees			**$ -**
Riverside County			**$ -**
City of Beaumont			**$ -**
City of Canyon Lake			**$ -**
City of Hemet			**$ -**
City of Lake Elsinore			**$ -**
City of Moreno Valley			**$ -**
City of Murrieta			**$ -**
City of Perris			**$ -**
City of Riverside			**$ -**
City of San Jacinto			**$ -**
City of Menifee			**$ -**
City of Wildomar			**$ -**
Elsinore Valley Municipal Water District (EVMWD)			**$ -**
San Jacinto Agricultural Operators			**$ -**
San Jacinto Dairy & CAFO Operators			**$ -**
CALTRANS - freeway			**$ -**
CA DF&W - San Jacinto Wetlands			**$ -**
Eastern Municipal Water District			**$ -**
March Air Reserve Base Joint Powers Authority			**$ -**
US Air Force (March Air Reserve Base)			**$ -**
		Total Amount Reimbursed	**$ -**

Reimbursement from Cash Reserve **0**

MS4 Co-Permittees			**$ -**
Riverside County			**$ -**
City of Beaumont			**$ -**
City of Canyon Lake			**$ -**
City of Hemet			**$ -**
City of Lake Elsinore			**$ -**
City of Moreno Valley			**$ -**
City of Murrieta			**$ -**
City of Perris			**$ -**
City of Riverside			**$ -**
City of San Jacinto			**$ -**
City of Menifee			**$ -**
City of Wildomar			**$ -**
Elsinore Valley Municipal Water District (EVMWD)			**$ -**
San Jacinto Agricultural Operators			**$ -**
San Jacinto Dairy & CAFO Operators			**$ -**
CALTRANS - freeway			**$ -**
CA DF&W - San Jacinto Wetlands			**$ -**
Eastern Municipal Water District			**$ -**
March Air Reserve Base Joint Powers Authority			**$ -**
US Air Force (March Air Reserve Base)			**$ -**
		Total Amount Reimbursed	**$ -**

Task Force Agency Contributions Detailed Tables

	Draft Budget 2022-23 Allocation
MS4 Co-Permittees (Total)	**$ 664,235**
Task Force Regulatory/Administrative Expenses	$ 96,095
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	$ 48,909
Lake Elsinore Nutrient Monitoring Program	$ 59,025
Canyon Lake Nutrient Monitoring Program	$ 42,972
Lake Elsinore Project Alternatives	
Fishery Management O&M	$ -
Canyon Lake Project Alternatives	$ 209,352
TMDL Update	$ 98,081
Reimbursement from Cash Reserve	$ -
Other Contributions:	
Lake Elsinore Aeration Management System O&M (LEAMS)	$ 109,800
Riverside County *	**$ 114,610**
Task Force Regulatory/Administrative Expenses	$ 8,008
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	$ 4,076
Lake Elsinore Nutrient Monitoring Program	$ 4,919
Canyon Lake Nutrient Monitoring Program	$ 3,907
Lake Elsinore Project Alternatives	
Fishery Management O&M	$ -
Canyon Lake Project Alternatives	$ 85,528
TMDL Update	$ 8,173
Reimbursement from Cash Reserve	$ -
Other Contributions:	
Lake Elsinore Aeration Management System O&M (LEAMS)	partner

City of Beaumont *	**$ 32,082**
Task Force Regulatory/Administrative Expenses	$ 8
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	$ 4,076
Lake Elsinore Nutrient Monitoring Program	$ 4,919
Canyon Lake Nutrient Monitoring Program	$ 3,907
Lake Elsinore Project Alternatives	
Fishery Management O&M	$ -
Canyon Lake Project Alternatives	-na-
TMDL Update	$ 8,173
Reimbursement from Cash Reserve	$ -
Other Contributions:	
Lake Elsinore Aeration Management System O&M (LEAMS)	$ 3,000
City of Canyon Lake *	**$ 40,888**
Task Force Regulatory/Administrative Expenses	$ 8,008
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	$ 4,076
Lake Elsinore Nutrient Monitoring Program	$ 4,919
Canyon Lake Nutrient Monitoring Program	$ 3,907
Lake Elsinore Project Alternatives	
Fishery Management O&M	$ -
Canyon Lake Project Alternatives	$ 7,906
TMDL Update	$ 8,173
Reimbursement from Cash Reserve	$ -
Other Contributions:	
Lake Elsinore Aeration Management System O&M (LEAMS)	$ 3,900
City of Hemet *	**$ 51,039**
Task Force Regulatory/Administrative Expenses	$ 8,008
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	$ 4,076
Lake Elsinore Nutrient Monitoring Program	$ 4,919
Canyon Lake Nutrient Monitoring Program	$ 3,907
Lake Elsinore Project Alternatives	
Fishery Management O&M	$ -
Canyon Lake Project Alternatives	$ 13,557
TMDL Update	$ 8,173
Reimbursement from Cash Reserve	$ -
Other Contributions:	
Lake Elsinore Aeration Management System O&M (LEAMS)	$ 8,400
City of Lake Elsinore *	**$ 35,769**
Task Force Regulatory/Administrative Expenses	$ 8,008
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	$ 4,076
Lake Elsinore Nutrient Monitoring Program	$ 4,919
Canyon Lake Nutrient Monitoring Program	$ 3,907
Lake Elsinore Project Alternatives	
Fishery Management O&M	$ -
Canyon Lake Project Alternatives	$ 6,686
TMDL Update	$ 8,173
Reimbursement from Cash Reserve	$ -
Other Contributions:	
Lake Elsinore Aeration Management System O&M (LEAMS)	partner

City of Moreno Valley *	**$**	**92,615**
Task Force Regulatory/Administrative Expenses	$	8
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,076
Lake Elsinore Nutrient Monitoring Program	$	4,919
Canyon Lake Nutrient Monitoring Program	$	3,907
Lake Elsinore Project Alternatives		
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	31,732
TMDL Update	$	8,173
Reimbursement from Cash Reserve	$	-
Other Contributions:		
Lake Elsinore Aeration Management System O&M (LEAMS)	$	31,800
City of Murrieta *	**$**	**38,299**
Task Force Regulatory/Administrative Expenses	$	8,008
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,076
Lake Elsinore Nutrient Monitoring Program	$	4,919
Canyon Lake Nutrient Monitoring Program	$	3,907
Lake Elsinore Project Alternatives		
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	6,217
TMDL Update	$	8,173
Reimbursement from Cash Reserve	$	-
Other Contributions:		
Lake Elsinore Aeration Management System O&M (LEAMS)	$	3,000
City of Perris *	**$**	**56,829**
Task Force Regulatory/Administrative Expenses	$	8,008
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,076
Lake Elsinore Nutrient Monitoring Program	$	4,919
Canyon Lake Nutrient Monitoring Program	$	3,907
Lake Elsinore Project Alternatives		
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	11,847
TMDL Update	$	8,173
Reimbursement from Cash Reserve	$	-
Other Contributions:		
Lake Elsinore Aeration Management System O&M (LEAMS)	$	15,900
City of Riverside *	**$**	**32,082**
Task Force Regulatory/Administrative Expenses	$	8,008
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,076
Lake Elsinore Nutrient Monitoring Program	$	4,919
Canyon Lake Nutrient Monitoring Program	$	3,907
Lake Elsinore Project Alternatives		
Fishery Management O&M	$	-
Canyon Lake Project Alternatives		-na-
TMDL Update	$	8,173
Reimbursement from Cash Reserve	$	-
Other Contributions:		
Lake Elsinore Aeration Management System O&M (LEAMS)	$	3,000

City of San Jacinto *	**$ 32,082**
Task Force Regulatory/Administrative Expenses	$ 8
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	$ 4,076
Lake Elsinore Nutrient Monitoring Program	$ 4,919
Canyon Lake Nutrient Monitoring Program	$ 3,907
Lake Elsinore Project Alternatives	
Fishery Management O&M	$ -
Canyon Lake Project Alternatives	-na-
TMDL Update	$ 8,173
Reimbursement from Cash Reserve	$ -
Other Contributions:	
Lake Elsinore Aeration Management System O&M (LEAMS)	$ 3,000
City of Menifee *	**$ 105,562**
Task Force Regulatory/Administrative Expenses	$ 8,008
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	$ 4,076
Lake Elsinore Nutrient Monitoring Program	$ 4,919
Canyon Lake Nutrient Monitoring Program	$ 3,907
Lake Elsinore Project Alternatives	
Fishery Management O&M	$ -
Canyon Lake Project Alternatives	$ 45,880
TMDL Update	$ 8,173
Reimbursement from Cash Reserve	$ -
Other Contributions:	
Lake Elsinore Aeration Management System O&M (LEAMS)	$ 30,600
City of Wildomar *	**$ 32,376**
Task Force Regulatory/Administrative Expenses	$ 8,008
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	$ 4,076
Lake Elsinore Nutrient Monitoring Program	$ 4,919
Canyon Lake Nutrient Monitoring Program	-na-
Lake Elsinore Project Alternatives	
Fishery Management O&M	$ -
Canyon Lake Project Alternatives	-na-
TMDL Update	$ 8,173
Reimbursement from Cash Reserve	$ -
Other Contributions:	
Lake Elsinore Aeration Management System O&M (LEAMS)	$ 7,200
Elsinore Valley Municipal Water District (EVMWD)	**$ 30,610**
Task Force Regulatory/Administrative Expenses	$ 8,008
TMDL Compliance Monitoring Expenses	
Watershed-wide Nutrient Monitoring Program	-na-
Lake Elsinore Nutrient Monitoring Program	$ 4,919
Canyon Lake Nutrient Monitoring Program	$ 3,907
Lake Elsinore Project Alternatives	
Fishery Management O&M	$ -
Canyon Lake Project Alternatives	$ 5,603
TMDL Update	$ 8,173
Reimbursement from Cash Reserve	$ -
Other Contributions:	
Lake Elsinore Aeration Management System O&M (LEAMS)	partner

San Jacinto Agricultural Operators	**$**	**28,280**
Task Force Regulatory/Administrative Expenses	$	5
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	2,982
Lake Elsinore Nutrient Monitoring Program	$	3,598
Canyon Lake Nutrient Monitoring Program	$	2,858
Lake Elsinore Project Alternatives		
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	7,107
TMDL Update	$	5,978
Reimbursement from Cash Reserve	$	-
Other Contributions:		
Lake Elsinore Aeration Management System O&M (LEAMS)	$	-
San Jacinto Dairy & CAFO Operators	**$**	**3,000**
Task Force Regulatory/Administrative Expenses	$	-
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	-
Lake Elsinore Nutrient Monitoring Program	$	-
Canyon Lake Nutrient Monitoring Program	$	-
Lake Elsinore Project Alternatives		
Fishery Management O&M	$	-
Canyon Lake Project Alternatives		-na-
TMDL Update	$	-
Reimbursement from Cash Reserve	$	-
Other Contributions:		
Lake Elsinore Aeration Management System O&M (LEAMS)	$	3,000
CALTRANS - freeway	**$**	**40,046**
Task Force Regulatory/Administrative Expenses	$	8,008
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,076
Lake Elsinore Nutrient Monitoring Program	$	4,919
Canyon Lake Nutrient Monitoring Program	$	3,907
Lake Elsinore Project Alternatives		
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	5,863
TMDL Update	$	8,173
Reimbursement from Cash Reserve	$	-
Other Contributions:		
Lake Elsinore Aeration Management System O&M (LEAMS)	$	5,100
CA DF&W - San Jacinto Wetlands	**$**	**29,082**
Task Force Regulatory/Administrative Expenses	$	8,008
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,076
Lake Elsinore Nutrient Monitoring Program	$	4,919
Canyon Lake Nutrient Monitoring Program	$	3,907
Lake Elsinore Project Alternatives		
Fishery Management O&M	$	-
Canyon Lake Project Alternatives		-na-
TMDL Update	$	8,173
Reimbursement from Cash Reserve	$	-
Other Contributions:		
Lake Elsinore Aeration Management System O&M (LEAMS)	$	-

Eastern Municipal Water District	**$**	**29,082**
Task Force Regulatory/Administrative Expenses	$	8
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,076
Lake Elsinore Nutrient Monitoring Program	$	4,919
Canyon Lake Nutrient Monitoring Program	$	3,907
Lake Elsinore Project Alternatives		
Fishery Management O&M		-na-
Canyon Lake Project Alternatives		-na-
TMDL Update	$	8,173
Reimbursement from Cash Reserve	$	-
Other Contributions:		
Lake Elsinore Aeration Management System O&M (LEAMS)	$	-
March Air Reserve Base Joint Powers Authority	**$**	**38,268**
Task Force Regulatory/Administrative Expenses	$	8,008
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,076
Lake Elsinore Nutrient Monitoring Program	$	4,919
Canyon Lake Nutrient Monitoring Program	$	3,907
Lake Elsinore Project Alternatives		
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	6,186
TMDL Update	$	8,173
Reimbursement from Cash Reserve	$	-
Other Contributions:		
Lake Elsinore Aeration Management System O&M (LEAMS)	$	3,000
US Air Force (March Air Reserve Base)	**$**	**38,948**
Task Force Regulatory/Administrative Expenses	$	8,008
TMDL Compliance Monitoring Expenses		
Watershed-wide Nutrient Monitoring Program	$	4,076
Lake Elsinore Nutrient Monitoring Program	$	4,919
Canyon Lake Nutrient Monitoring Program	$	3,907
Lake Elsinore Project Alternatives		
Fishery Management O&M	$	-
Canyon Lake Project Alternatives	$	6,565
TMDL Update	$	8,173
Reimbursement from Cash Reserve	$	-
Other Contributions:		
Lake Elsinore Aeration Management System O&M (LEAMS)	$	3,300
	Total:	**$ 901,651**

footnote: (*) designates MS4 co-permittees

Staff Report

TO: City Council

FROM: Kari Mendoza, Administrative Services Director

DATE October 4, 2022

SUBJECT: **One Year Extension of the Interagency Service Agreement between the City of Banning and the City of Beaumont to Provide Coordinated Transit Services**

Background and Analysis:

On June 18, 2019, City Council approved an Interagency Service Agreement (ISA) with the City of Banning for a period of one year. In that agreement, both parties agreed to meet to discuss extension of the agreement by an additional subsequent term of one year.

Subsequently, on June 16, 2020, City Council approved a one-year extension of the agreement. Attached is an additional one-year extension of the agreement. Some highlights of the agreement include:

1) Provide the public with specific transit information, advertising the operations of both agencies and promote the general use of transit;
2) Cooperate in the location, installation and maintenance of all jointly used bus stops, including use of the other's poles and posts at joint transfer points. Each party will be solely responsible for claims of damages arising out of its installation of bus stop signs or passenger amenities;
3) Implement boarding restrictions within respective service areas where duplication of service or potential revenue loss may occur, including limiting service to no more than three buses per hour at the other agency's jointly used bus stops. Neither party will board passengers at any bus stop within the other party's jurisdiction that is not specifically designated by this agreement;
4) Each party shall retain all fares collected for their service;
5) Minimize passenger wait times through coordination of schedules, whenever practical;

6) Each agency will accept transfer media of the other agency valued at the base fare at Walmart and San Gorgonio Hospital transfer points only. Passengers will not be required to top-up their fare to cover any shortfall between the base fares;
7) Where Beaumont and Banning's commuterlink routes intersect, each agency will accept multi-use media from the other agency for a one dollar ($1.00) discount with their applicable premium fare;
8) Transfer media will not be valid on paratransit service;
9) Electronic fare media is excluded until such time as Banning implements such a program;
10) Each party will accept the other party's valid employee identification on all fixed route and commuterlink service in lieu of payment of fare;
11) Each party will accept the other party's valid Military Veteran Identification for purchase of reduced Veterans fares;
12) Each party will formally inform each other of future plans and schedule changes no later than 30 days before the changes are scheduled to be implemented;
13) Neither party may operate duplicating services in the other party's jurisdiction without written approval of the other party's elected City Council. Each party will operate in accordance with the Transportation Development Act; and
14) The term of the agreement shall be July 1 to June 30 or the date of execution by both parties, whichever is the latter. A meeting between the two cities' staff members is required prior to December 15 of each year to discuss the coordination of services for the following fiscal year and possible extension of the term of the agreement.

Staff from both cities met and have agreed to recommend the extension of the agreement for a subsequent year. A similar staff report was presented and approved by the Banning City Council on September 13, 2022.

Fiscal Impact:

There is no fiscal impact.

Recommended Action:

Approve the Interagency Service Agreement between the City of Banning and the City of Beaumont and authorize the Mayor to execute on behalf of the City.

Attachments:

A. Interagency Service Agreement between the City of Banning and the City of Beaumont

INTERAGENCY SERVICE AGREEMENT
BETWEEN
THE CITY OF BANNING
AND
THE CITY OF BEAUMONT

THIS AGREEMENT is made and entered into the latter of the 1st day of July, 2022 or the date upon execution by both parties by and between the City of Banning, a municipal corporation, 99 E Ramsey Street, Banning, California 92220 (hereinafter referred to as "BANNING"); and the City of Beaumont, a municipal corporation, 550 East 6th Street, Beaumont, California 92223 (hereinafter referred to as "BEAUMONT"). The annual term of this agreement shall coincide with the fiscal year of July 1st to June 30th.

RECITALS:

WHEREAS, BANNING and BEAUMONT are empowered by law to provide the public with convenient, safe, and accessible transportation within their respective jurisdictions; and

WHEREAS, BANNING and BEAUMONT each operate a public bus transit system; and

WHEREAS, BANNING and BEAUMONT desire to cooperate and coordinate in bus route planning, scheduling, stops, transfers, fares and information dissemination; and

WHEREAS, both parties agree that this Agreement shall be non-financial in nature; and

WHEREAS, this Agreement shall supersede any and all previous service agreements concerning public transit between BANNING and BEAUMONT.

NOW, THEREFORE, it is mutually understood and agreed by BANNING and BEAUMONT as follows:

ARTICLE 1. GENERAL AUTHORITY

The City Managers ("City Manager"), or their designees, of BANNING and BEAUMONT, are hereby made the authorized representative, respectively, of BANNING and BEAUMONT to grant such authorizations and take such further actions as may be necessary to effectuate this Agreement

ARTICLE 2. PUBLIC INFORMATION

BANNING and BEAUMONT agree to cooperate in providing the public with specific bus transit information, advertising the operations of both agencies and promoting the general use of public transit.

ARTICLE 3. STOPS

A. BANNING and BEAUMONT agree to cooperate in the location, installation and maintenance of the following jointly used bus stops, including the use of the other's sign posts:

(1) Walmart Transfer Station – 1540 East 2nd Street, Beaumont, CA 92223; and
(2) San Gorgonio Memorial Hospital – 600 North Highland Springs Avenue, Banning, CA 92220

B. Each party shall be solely responsible for claims for damages arising out of its installation of its bus stop signs or passenger amenities and its transportation and related services.

C. Each party shall implement the following boarding restrictions within its respective service area where duplication of service or potential revenue loss may occur, including:

BEAUMONT will limit BANNING to no more than three buses per hour at the Walmart Transfer Station; and

BANNING will limit BEAUMONT to no more than three buses per hour at the San Gorgonio Memorial Hospital bus stop.

Neither party will board passengers at any other bus stop within the other party's jurisdiction.

D. Each party shall be responsible for obtaining any required licenses or permits and paying any necessary fees in order to establish bus stops, install amenities or operate service in either service area.

ARTICLE 4. FARES

Fares may vary in accordance with adopted policies of each party. Each party shall retain all fares collected in the operation of their service.

ARTICLE 5. TRANSFER CONNECTIONS

BANNING and BEAUMONT agree to facilitate minimization of passenger waiting time, and both parties shall coordinate schedules whenever practical.

ARTICLE 6. TRANSFER

A. BANNING shall accept BEAUMONT'S transfer tickets or media valued at BANNING's base fare for that service toward BANNING's regular fixed route service at the Walmart Transfer Station and San Gorgonio Hospital bus stop. In the event that BEAUMONT'S base fare is valued at more than BANNING'S base fare, no change or credit will be due to the passenger. Passengers are not required to top-up their fare to cover any shortfall between the BEAUMONT'S and BANNING'S base fares. Transfer media includes a one-time transfer ticket issued by BEAUMONT.

B. BEAUMONT shall accept BANNING'S transfer tickets or media valued at BEAUMONT'S base fare for that service toward BEAUMONT'S regular fixed route service at the Walmart Transfer Station and San Gorgonio Hospital bus stop. In the event that BANNING'S base fare is valued at more than BEAUMONT'S base fare, no change or credit will be due to the passenger. Passengers are not required to top-up their fare to cover any shortfall between the BANNING'S and BEAUMONT'S base fares. Transfer media includes a one-time transfer ticket issued by BANNING.

C. BANNING shall accept BEAUMONT'S Commuter plus Local Day or Monthly Passes as transfer media for a one-dollar ($1) discount on BANNING'S Commuterlink buses with their applicable premium fare.

D. BEAUMONT shall accept BANNING'S Commuter plus Local Day or Monthly Passes as transfer media for a one-dollar ($1) discount on BEAUMONT'S Commuterlink buses with their applicable premium fare.

E. The transfer ticket or media shall not be issued on or valid on Dial-A-Ride or other curb-to-curb service.

F. Until such time as both agencies use electronic fare media (e.g. phone applications), such as Token Transit, electronic fare media is excluded from this agreement.

G. Each party shall accept the other party's valid employee identification, on all fixed route and commuter services in lieu of payment of fare.

H. BANNING shall accept BEAUMONT'S Military Veteran Identification for purchase of BANNING'S reduced Veterans Fares.

I. BEAUMONT shall accept BANNING'S Military Veteran Identification for purchase of BEAUMONT'S reduced Veterans fares.

ARTICLE 7. OPERATIONAL INFORMATION

Each party shall formally inform the designated representative of each City of future

plans for route and schedule changes, exclusive of temporary demand and emergency situations, no later than 30 days before the changes are scheduled to be implemented.

ARTICLE 8. CONTROL AND RESPONSIBILITY

A. Each party to this Agreement, in its operations pursuant hereto, is acting as an independent contractor and agrees to defend, indemnify and hold the other party, including its officers, directors, employees, agents, subcontractors and suppliers, harmless from and against all claims, losses, damages and expenses, including attorney's fees, on account of any loss, damage or claim, including bodily injury to or death of any person, or for property damage arising out of such party's performance of services described in this Agreement, unless, and to the extent, caused by the negligence, gross negligence or intentional conduct of the other party.

B. Each party to this agreement shall indemnify, defend and hold harmless the other party, including its officers, directors, employees, agents, subcontractors and suppliers, from and against any and all liability or expense including any claim of liability and any and all losses or costs, including legal expenses and costs of expert witnesses and consultants, that may be imposed by the other party solely by virtue of the provisions of Section 895.2 of the California Government Code.

ARTICLE 9. SERVICE TO BE OPERATED

Neither party may operate duplicating services in the other's jurisdiction without the written approval of the other party's elected city council. Every attempt shall be made to coordinate alignments, schedules, stops, fare policies, and route planning for the safety and convenience of the public and in accordance with Article 5 – Relationships Between Operators – of the Transportation Development Act.

ARTICLE 10. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

Each party shall be solely responsible for complying with the Americans with Disabilities Act of 1991 (ADA) as amended, including the provision of parallel ADA demand response service along each party's fixed routes operated in the other party's service area.

ARTICLE 11. NO MONETARY CLAIMS

Neither party shall have any claims against or liabilities to the other party on account of expenses incurred or revenues received or lost as a result of this Agreement except as otherwise provided to the contrary herein.

ARTICLE 12. TERMS OF THE AGREEMENT

This Agreement shall be effective on July 1, 2022, or the date of full execution by both

parties, whichever date is later, and will remain in effect for a term of one year. Prior to December 15th of the existing year, both parties will meet at least once to discuss coordination of services for the following fiscal year, as well as to discuss an extension of this agreement by an additional subsequent term for one year. Notwithstanding the forgoing sentence, either party may terminate this agreement by giving 60 days written notice to the other party.

ARTICLE 13. GOVERNING LAW; SEVERABILITY.

This Agreement is in all respects governed by California law and venue for any dispute shall be in Riverside County. If any article, section, part or sentence of this Agreement or the application thereof is declared invalid for any reason, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

ARTICLE 14. INSURANCE.

The parties each verify that they are a self-insured entity or maintain insurance coverage through a Joint Powers Authority in reasonable and customary amounts for their respective operations.

ARTICLE 15. COMPLIANCE WITH LAWS.

Each party shall observe and comply with the Transportation Development Act of 1971, all other applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, and all other applicable federal, state, municipal and local safety regulations. All services performed by either party must be in accordance with these laws, ordinances, codes and regulations.

ARTICLE 16. NOTIFICATION AND MAILING ADDRESSES

Any requests and demands made between the parties pursuant to this Agreement are to be directed as follows:

CITY OF BEAUMONT:
550 East 6th Street
Beaumont, CA 92223
Attn: Elizabeth Gibbs
City Manager
(951) 769-8520

CITY OF BANNING:
99 East Ramsey Street
Banning, CA 92220
Attn: Doug Schulze
City Manager
(951) 922-3104

Any notices of service and schedule changes are to be directed as follows:

CITY OF BEAUMONT:
550 East 6th Street
Beaumont, CA 92223
Attn: Kari Mendoza
Administrative Services Director
(951) 769-8521

CITY OF BANNING:
99 East Ramsey Street
Banning, CA 92220
Attn: Art Vela
Public Works Director
(951) 922-3130

ARTICLE 17. ENTIRE AGREEMENT.

The terms and conditions of this Agreement represents the entire agreement between the parties with respect to its subject matter. This Agreement shall supersede any and all prior contracts between the parties, regarding the subject matter of this Agreement. The terms and conditions of this Agreement shall not be altered or otherwise modified except by a written amendment executed by both parties.

ARTICLE 18. NO THIRD PARTY BENEFICIARIES.

This Agreement is not intended to, and shall not be interpreted to, create any rights or establish any standard of care with regards to any third party who is not a signatory and party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

CITY OF BEAUMONT

By_____
Lloyd White, Mayor

CITY OF BANNING

By_____
Colleen Wallace, Mayor

APPROVED AS TO FORM:

By_____
John O. Pinkney, City Attorney

APPROVED AS TO FORM:

By_____
Kevin G. Ennis, City Attorney

Staff Report

TO: City Council

FROM: Robert L. Vestal, Assistant Public Works Director

DATE October 4, 2022

SUBJECT: Exonerate Survey Monument Bond

Background and Analysis:

The City requires all developers to provide security for public improvements consisting of, but not limited to, sewer, street, storm drain, utility, and survey monuments per City of Beaumont Municipal Code 16.56.010. Survey monuments do not require a maintenance period and are generally not publicly maintained.

RSI Communities – CA, LLC (Tract 27971-4,6, and 8)

The principal, RSI Communities-CA, LLC is requesting that the monument bonds listed in table No. 1 be exonerated. City staff has verified that the survey monuments were install per the respective tract maps.

Table No. 1 – Summary of Monument Bonds to be Exonerated.

Project	Maintenance Bond Number	PW Number	Principal
Tract Map No. 27971-4	1155911	PW2022-0921	RSI Communities – California LLC
Tract Map No. 27971-6	1155913	PW2022-0922	RSI Communities – California LLC
Tract Map No. 27971-8	1155914	PW2022-0923	RSI Communities – California LLC

Fiscal Impact:

The cost of preparing the staff report is estimated to be $350. There are no maintenance cost associated with survey monuments.

Recommended Action:

Authorize staff to issue a bond exoneration letter for monument bonds for (Project / Bond Number):

- Tract Map No. 27971-4 / 1155911
- Tract Map No. 27971-6 / 1155913
- Tract Map No. 27971-8 / 1155914

Attachments:

A. PW2022-0921 - TR 27971-4 Monument Bond 1155911 Exoneration Packet
B. PW2022-0922 - TR 27971-6 Monument Bond 1155913 Exoneration Packet
C. PW2022-0923 - TR 27971-8 Monument Bond 1155918 Exoneration Packet

City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
www.ci.beaumont.ca.us

Case No. PW2022-0921
Receipt No. R01264514
Fee $ 3,484.43
Date Paid 9/6/2022

BOND EXONERATION APPLICATION

Bond Type: ☐Performance ☐Maintenance ■Final Monument Inspection ☐Other:_____

1. Contact's Name Darren Bolton Phone (949)309-3891

2. Contact's Address 6440 Oak Canyon #200 Irvine, CA 92618
City/State/Zip

5. Contact's E-mail cvillalobos@taylormorrison.com

3. Developer Name RSI Communities - CA, LLC Phone (949)554-2837
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address 6440 Oak Canyon #200 Irvine, CA 92618
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):
Olivewood- Final Monument Bond for TR 27971- 4
TR 27971-4 Bond #1155911

6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

Sean Doyle 8/31/22
Print Name and Sign – Contact/Applicant Date

7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.

Sean Doyle 8/31/22
Print Name and Sign – Contact/Applicant Date

8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.
   - Remove and replace concrete and AC as needed where lifting.
   - Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
   - Provide Type II slurry coat for all road surfaces.
   - Restore/Verify pavement striping/markings.
   - Restore/Verify blue dots and signage as needed.
   - Clean and camera sewer. Provide report and video copy of camera survey.
   - Provide all final geotechnical reports.
   - Provide Engineers' certification for line and grade within Right-of-Way.
   - Provide Landscape Architects Certification as required.

Sean Doyle 8/31/22

Print Name and Sign – Contact/Applicant Date

Basic Gov (Sales Force) # 2077
File # _____

Item 6.

Bond #1155911
Premium: $399.00/2 yrs.

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and **RSI Communities - California LLC, a Delaware limited liability company** (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map, #27971-4 dated_____, 20 , whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, No.27971-4, which is hereby incorporated herein and made a part hereof; and **Final Monumentation**.

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Lexon Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of **Twenty-Seven Thousand Seven Hundred & N0/100ths ($27,700.00)** lawful money of the United States, for the payment of which sum well and truly to 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 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 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, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations 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 or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 1st, 20 18 .

PRINCIPAL:

RSI Communities - California LLC,
a Delaware limited liability company

By_____

Title Darius Fatakia
Vice President Land Development

SURETY:

Lexon Insurance Company

By_____

Title Beata A. Sensi, Attorney-in-Fact

ALL- PURPOSE
CERTIFICATE OF 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 Orange }

On March 1, 2018 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Beata A. Sensi,
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.

SUSAN E. MORALES
COMM. # 2101798
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2019

Susan E. Morales
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT "B"

Bond #1155911
Premium included with the Performance Bond

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and **RSI Communities - California LLC, a Delaware limited liability company** (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map #27971-4 , dated_____, 20 , whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, No. 27971-4, which is hereby incorporated herein and made a part hereof; and **Final Monumentation.**

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Section 8000, et seq., of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of **Twenty-Seven Thousand Seven Hundred & N0/100ths ($27,700.00)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the 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 in successfully enforcing this 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 that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., 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.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 1st, 20 18 .

PRINCIPAL:

RSI Communities - California LLC,
a Delaware limited liability company

By_____

Title Darius Fatakia
Vice President Land Development

SURETY:

American Contractors Indemnity Company

By_____

Title Beata A. Sensi, Attorney-in-Fact

ALL- PURPOSE
CERTIFICATE OF 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 Orange }

On March 1, 2018 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Beata A. Sensi,
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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

SUSAN E. MORALES
COMM. # 2101798
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2019

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Item 6.

POWER OF ATTORNEY

LX- 314377

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Todd M. Rohm, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Shane Wolf its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $5,000,000.00, Five Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.

LEXON INSURANCE COMPANY

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1964 STATE OF TEXAS

BY _____
David E. Campbell
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

AMY TAYLOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY _____
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this _____ Day of _____, 20 MAR .- 1 2018

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1964 STATE OF TEXAS

BY _____
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

Stantec Consulting Services Inc.
735 East Carnegie Drive Suite 280, San Bernardino CA 92408-3588

August 30, 2022
File: 2042 495812

Robert Vestal
City of Beaumont
Public Works Department
550 E. 6th Street
Beaumont, CA 92223

Reference: Final Monuments – Tract No. 27971-4

Dear Robert,

Please be advised that the final monuments for Tract No. 27971-4 have been set. The centerline ties for this map are enclosed for your review and approval.

The developer has compensated us for the setting of these monuments. Please release the monument bond or cash deposit for this map.

Thank you for your help in this matter.

Regards,

Stantec Consulting Services Inc.

Ray E. Mansur, PLS
Senior Principal, Geospatial Services
Phone: (949) 923-6012
Ray.Mansur@stantec.com

\\US0328-PPFSS01\workgroup\2042\active\2042495810\record\mapping\cl_ties\tr27971-4

2014-0487840
ORIGINAL

444/6

NUMBER OF LOTS: 73
NUMBER OF LETTERED LOTS : 6
ACREAGE OF LOTS: 12.24 AC.
ACREAGE OF LETTERED LOTS: 4.51 AC.
TOTAL ACREAGE: 16.75 AC.

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 27971-4

BEING A SUBDIVISION OF PARCEL 4 AND LOTS 'P', 'Q' AND 'R' OF PARCEL MAP NO. 34880, RECORDED IN BOOK 237 PAGES 67 THROUGH 76 INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

FEBRUARY, 2014 STANTEC CONSULTING INC.

RECORDER'S STATEMENT

FILED THIS 22nd DAY OF DECEMBER 2014 AT 1:20 P.M. IN BOOK 444 OF MAPS, AT PAGES 6-9, AT THE REQUEST OF THE CITY CLERK OF THE CITY OF BEAUMONT.

NO. 2014-0487840

FEE $ 16.00

LARRY W. WARD
ASSESSOR - COUNTY CLERK - RECORDER
BY: Karen Green & Allen DEPUTY
SUBDIVISION GUARANTEE: FIDELITY NATIONAL TITLE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY DEDICATE TO THE CITY OF BEAUMONT, FOR STREET AND PUBLIC UTILITY PURPOSES, LOT 'A' (HEARTLAND PARKWAY SOUTH), LOT 'B' (HOPEWELL TRAIL), LOT 'C' (BALTIMORE WAY), LOT 'D' (RICHMOND WAY), LOT 'E' (SPRINGFIELD WAY) AND LOT 'F' (AMHERST WAY).

WE HEREBY RETAIN LOTS 73 INCLUSIVE, FOR COMMON OPEN SPACE AND LANDSCAPE MAINTENANCE, AS SHOWN HEREON, TO OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT.

LV HEARTLAND LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
Jonas Stikionis
Authorized Signatory

TRUSTEE'S STATEMENT

FIDELITY NATIONAL TITLE INSURANCE COMPANY, AS TRUSTEE UNDER DEED OF TRUST RECORDED JULY 31, 2006 AS INSTRUMENT NO. 2006-557501, OF OFFICIAL RECORDS, AN INSTRUMENT ENTITLED "SECOND AMENDED AND RESTATED CONSTRUCTION DEED OF TRUST AND FIXTURE FILING" RECORDED OCTOBER 04, 2007 AS INSTRUMENT NO. 2007-0619882, OF OFFICIAL RECORDS.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

BY: _____
ART CHEYNE
SENIOR VICE PRESIDENT

NOTARY ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

ON June 17, 2014 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED Jonas Stikionis,

PERSONALLY KNOWN TO ME (OR 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(IES) UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

MY COMMISSION EXPIRES JULY 23, 2015

NOTARY PUBLIC
DEANNA EMILIO

DEANNA EMILIO
Notary Public, State of New York
No. 01EM6171082
Qualified in New York County Richmond
Term Expires July 23, 2015

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $_____, HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED:_____, 20__

CASH OR SURETY TAX BOND
DON KENT
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

1. SOUTHERN PACIFIC PIPELINES, A CORPORATION, HOLDER OF: AN EASEMENT IN FAVOR OF FOR PIPELINES AS RECORDED JUNE 16, 1955 AS INSTRUMENT NO. 39399 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY. THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD.

GEOTECHNICAL REPORT NOTE:

PRELIMINARY GEOTECHNICAL INVESTIGATION REPORT FOR TENTATIVE TRACT MAP NO. 27971 DATED OCTOBER 6, 2006 AS PROJECT NO. 700136 WAS PREPARED BY PACIFIC SOILS ENGINEERING, INC. AS REQUIRED BY SECTIONS 17853 OF THE CALIFORNIA HEALTH AND SAFETY CODE AND IS REQUIRED BY SECTION 66434.5 OF THE CALIFORNIA GOVERNMENT CODE. A COPY OF SAID REPORT IS ON FILE FOR PUBLIC INSPECTION IN THE CITY ENGINEERS OFFICE.

NOTARY ACKNOWLEDGMENT

STATE OF Calif.)
COUNTY OF Orange)

ON Aug. 21, 2014 BEFORE ME, Dena Marie Scovel, Notary Public
PERSONALLY APPEARED Art Cheyne
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 THE TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE

Dena Marie Scovel
(PRINT NAME)

MY COMMISSION EXPIRES Aug. 22, 2015
MY PRINCIPAL PLACE OF BUSINESS IS Orange COUNTY.

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, ~~EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE $_____~~.

DATED: October 21, 2014

DON KENT, COUNTY TAX COLLECTOR
BY: Valerie Mary, DEPUTY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LV HEARTLAND, LLC ON FEBRUARY, 2014. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED: JUNE 12, 2014

RAY E. MANSUR, P.L.S. 7185

PROFESSIONAL LAND SURVEYOR
RAY E. MANSUR
NO. 7185
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE AMENDED TENTATIVE MAP OF TRACT NO. 27971, BY THE BEAUMONT CITY COUNCIL ON AUGUST 2, 2005, AND ANY APPROVED ALTERATION THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF TITLE 16 OF THE BEAUMONT MUNICIPAL CODE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPILED WITH; THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT; THAT THE PLANS FOR THE DRAINS, DRAINAGE WORKS, AND SEWERS SUFFICIENT TO PROTECT ALL LOTS IN THE SUBDIVISION FROM FLOODS HAVE BEEN APPROVED; THAT A COMPLETE SET OF PLANS FOR THE CONSTRUCTION OF ALL REQUIRED IMPROVEMENTS HAS BEEN FILED WITH THE COMMUNITY DEVELOPMENT DEPARTMENT AND THAT THE SAME HAVE BEEN CHECKED AND APPROVED; AND THAT ALL IMPROVEMENTS HAVE BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS OR THAT THE SUBDIVIDER HAS ENTERED INTO AGREEMENT WITH THE CITY OF BEAUMONT COVERING COMPLETION OF ALL IMPROVEMENTS AND SPECIFYING THE TIME FOR COMPLETING THE SAME AS MAY BE REQUIRED BY CONDITIONS OF APPROVAL DATED AUGUST 2, 2005.

FOR: DEEPAK MOORJANI, R.C.E. 51047,
CITY ENGINEER, CITY OF BEAUMONT

DATED: 2 OCTOBER 2014

BY: _____
DENNIS W. JANDA, P.L.S. 6359
EXPIRES 12/31/2014

PROFESSIONAL LAND SURVEYOR
DENNIS WAYNE JANDA
No. 6359
STATE OF CALIFORNIA

BEAUMONT CITY COUNCIL CERTIFICATE

I HEREBY CERTIFY THAT THIS MAP WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT ON 16th DAY OF December 2014 AND THAT THE OFFER(S) OF DEDICATION(S) DEPICTED HEREON WERE NOT ACCEPTED. THE CITY COUNCIL MAY, HOWEVER, BY RESOLUTION AT ANY LATER DATE, AND WITHOUT FURTHER ACTION BY THE SUBDIVIDER, RESCIND ITS ACTION AND ACCEPT THE FOLLOWING DEDICATION(S) AND IMPROVEMENTS FOR PUBLIC USE, WHICH ACCEPTANCE SHALL BE RECORDED IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER.

FOR STREET AND PUBLIC UTILITY PURPOSES LOT 'A' (HEARTLAND PARKWAY SOUTH), LOT 'B' (HOPEWELL TRAIL), LOT 'C' (BALTIMORE WAY), LOT 'D' (RICHMOND WAY), LOT 'E' (SPRINGFIELD WAY) AND LOT 'F' (AMHERST WAY).

DATED: 12-18, 2014

_____ (Deputy)
CITY CLERK, CITY OF BEAUMONT
RIVERSIDE COUNTY, CALIFORNIA

2014-0487840
ORIGINAL

444/7

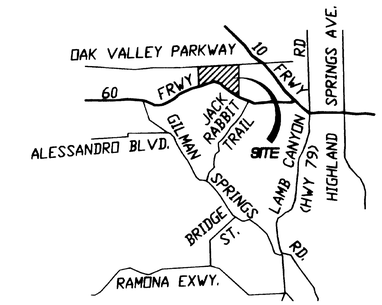
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 27971-4

BEING A SUBDIVISION OF PARCEL 4 AND LOTS 'P', 'Q' AND 'R' OF PARCEL MAP NO. 34880, RECORDED IN BOOK 237, PAGES 67 THROUGH 76, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

FEBRUARY, 2014 STANTEC CONSULTING INC.

BOUNDARY AND INDEX SHEET



VICINITY MAP
N.T.S.

EASEMENT NOTE

THE EXACT LOCATIONS OF FOLLOWING EASEMENTS ARE NOT DISCLOSED FROM RECORDS:

AN EASEMENT IN FAVOR OF SOUTHERN PACIFIC PIPELINES FOR PIPELINES AS RECORDED JUNE 16, 1955 AS INSTRUMENT NO. 39399 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

SURVEYOR'S NOTES

1. TRACT NO. 27971-4 CONTAINS 16.75 ACRES, GROSS.
2. TRACT NO. 27971-4 CONTAINS 73 NUMBERED LOTS AND LETTERED LOTS "A" THROUGH "F" (STREETS).
3. BUILDING SETBACKS SHALL CONFORM TO EXISTING ZONING REGULATIONS.

○ INDICATES SET 1" I.P. W/PLASTIC PLUG, "LS 7185", FLUSH.

● INDICATES FD 1" IP W/PLASTIC PLUG STAMPED LS 7185, PER PM 34880, PMB 237 / 67-76, FLUSH, UNLESS NOTED OTHERWISE.

( ) INDICATES RECORD AND MEASURED DATA PER PM 34880, PMB 237 / 67-76.

SET 1" I.P. W/PLUG, "LS 7185 (RIV. CO. STD. "A" MON.) OR LEAD AND TAG, "LS 7185", IN CONCRETE, (RIV. CO. STD. "E" MON.) AT ALL REAR LOT CORNERS AND CORNER CUTBACKS, FLUSH, UNLESS OTHERWISE NOTED.

SET LEAD AND TAG, "LS 7185", IN TOP OF CURB (RIV. CO. STD. "E" MON.) IN LIEU OF FRONT LOT CORNERS ON SIDE LOT LINES PROJECTED AND FOR E.C.'S AND B.C.'S PROJECTED PERPENDICULAR OR RADIAL FROM PROPERTY LINE, UNLESS OTHERWISE NOTED.

ALL MONUMENTS ARE SET ACCORDING TO RIVERSIDE COUNTY ORDINANCE NO. 461.9

BASIS OF BEARINGS

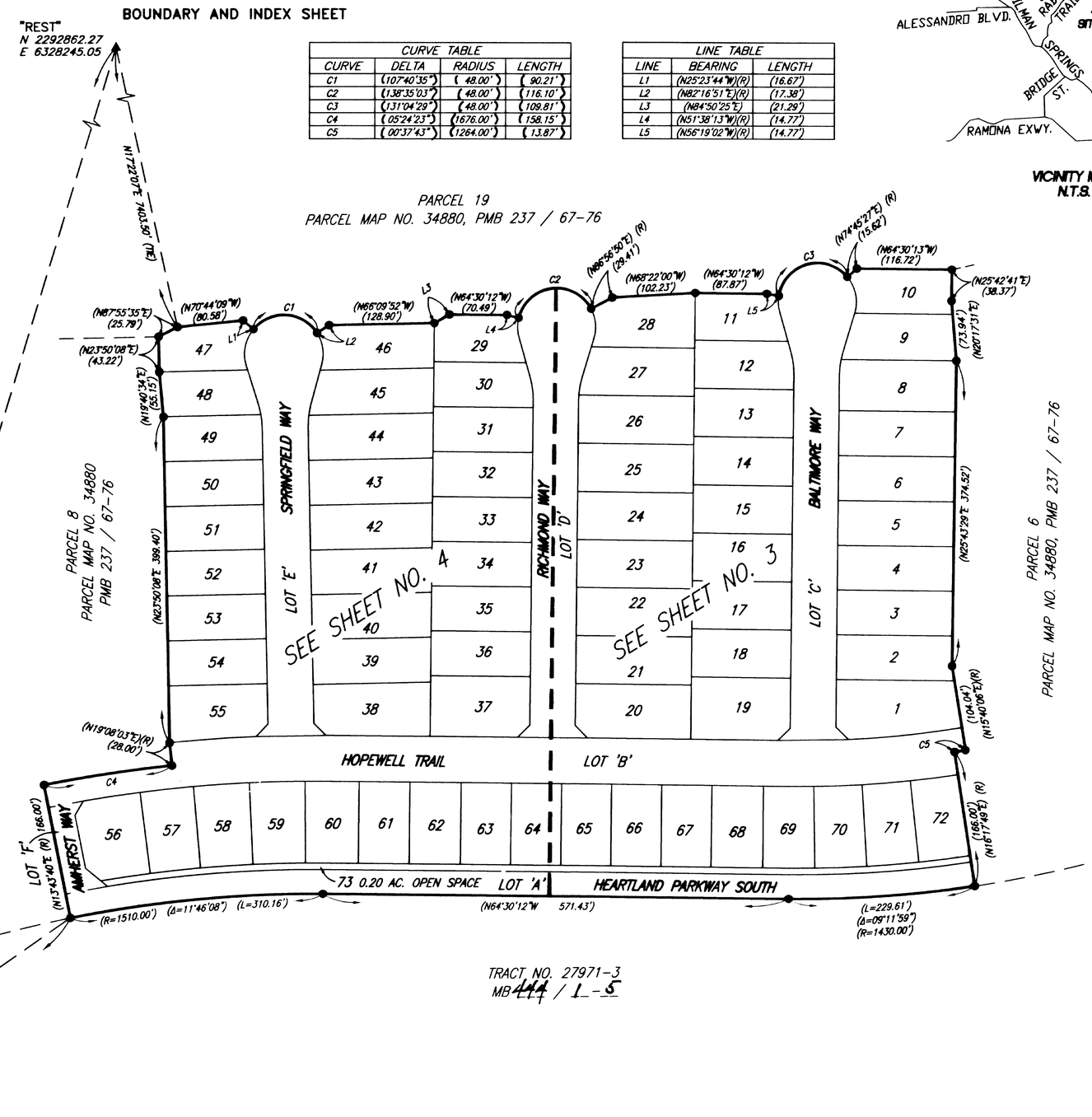
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS83, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "RABBIT" AND "REST", NAD 83(2002) AS SHOWN HEREON, HAVING A GRID BEARING OF N 27°39'52" E. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.999904925. CALCULATIONS ARE MADE AT STATION RABBIT WITH COORDINATES N 2284367.50 E 6323791.93, USING AN ELEVATION OF 2366.92 FEET.

1) CONTROL STATION "RABBIT"
NATIONAL GEODETIC SURVEY, CALIFORNIA DIVISION OF HIGHWAYS DISK SET IN TOP OF CONCRETE STAMPED "RABBIT". HORIZONTAL ORDER = SECOND. HORIZONTAL DATUM IS NAD 83.
N 2284367.50 E 6323791.93

2) CONTROL STATION "REST"
NATIONAL GEODETIC SURVEY, CALIFORNIA DIVISION OF HIGHWAYS DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972". HORIZONTAL ORDER = SECOND, VERTICAL ORDER = FIRST, CLASS II. HORIZONTAL DATUM IS NAD 83.
N 2292862.27 E 6328245.05

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	(107°40'35")	(48.00')	(90.21')
C2	(138°35'03")	(48.00')	(116.10')
C3	(131°04'29")	(48.00')	(109.81')
C4	(05°24'23")	(1676.00')	(158.15')
C5	(00°37'43")	(1264.00')	(13.87')

LINE TABLE		
LINE	BEARING	LENGTH
L1	(N25°23'44"W)(R)	(16.67')
L2	(N82°16'51"E)(R)	(17.38')
L3	(N84°50'25"E)	(21.29')
L4	(N51°38'13"W)(R)	(14.77')
L5	(N56°19'02"W)(R)	(14.77')



GRAPHIC SCALE
0 50 100 200
(IN FEET)
1 inch = 100 ft.

TRACT NO. 27971-3
MB 444 / 1-5

444 8

2014-0487840 ORIGINAL

SEE SHEET 2 FOR SURVEYOR'S AND EASEMENT NOTES

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 3 OF 4 SHEETS

TRACT NO. 27971-4

BEING A SUBDIVISION OF PARCEL 4 AND LOTS 'P', 'Q' AND 'R' OF PARCEL MAP NO. 34880, RECORDED IN BOOK 237, PAGES 67 THROUGH 76, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

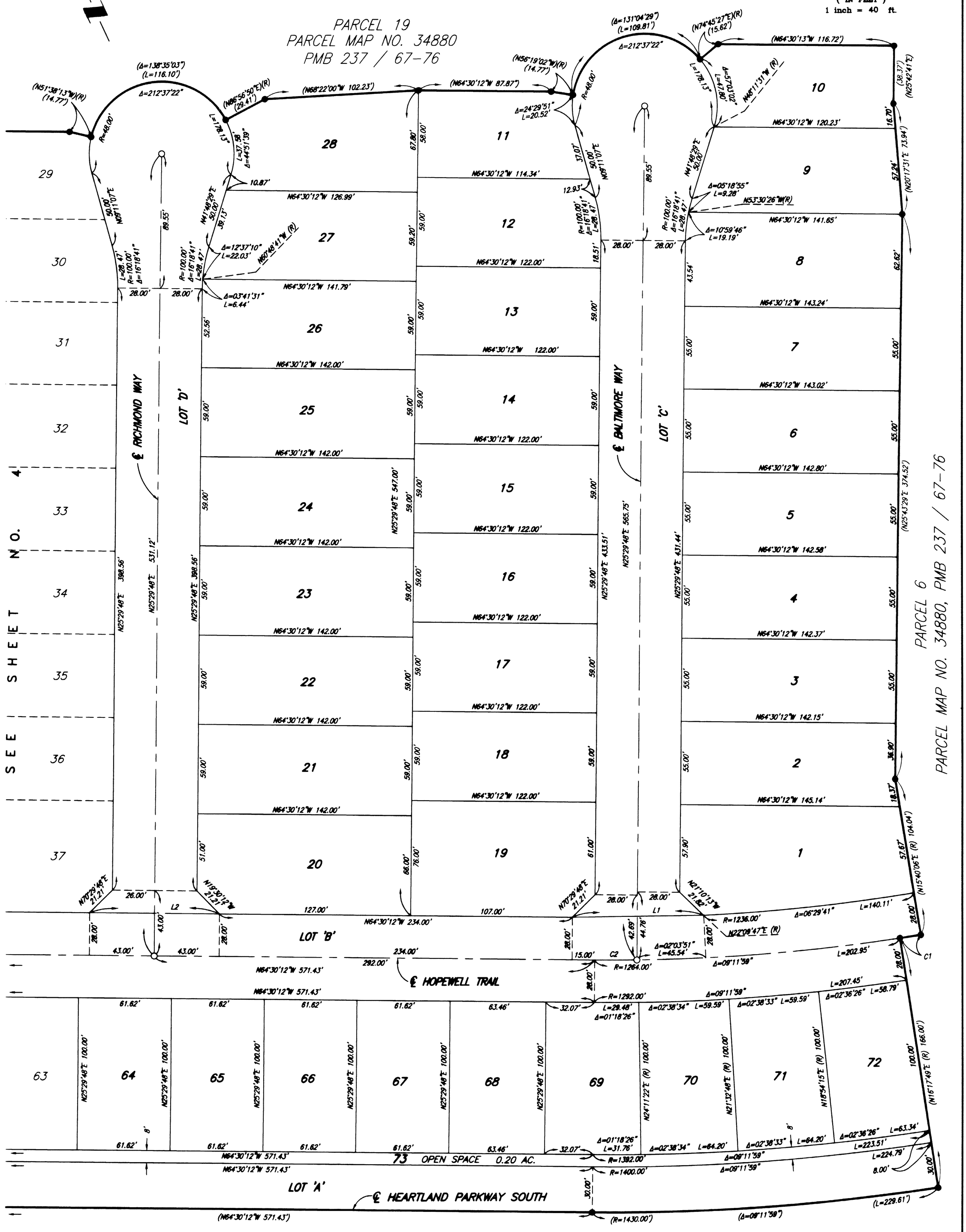
FEBRUARY, 2014

STANTEC CONSULTING INC.

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N65°52'57"W	86.90'
L2	N64°30'12"W	86.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	(00°37'43")	(1264.00')	(L=13.87')
C2	01°16'10"	1264.00'	28.01'

444/9

2014-0487840 ORIGINAL

SEE SHEET 2 FOR SURVEYOR'S AND EASEMENT NOTES

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

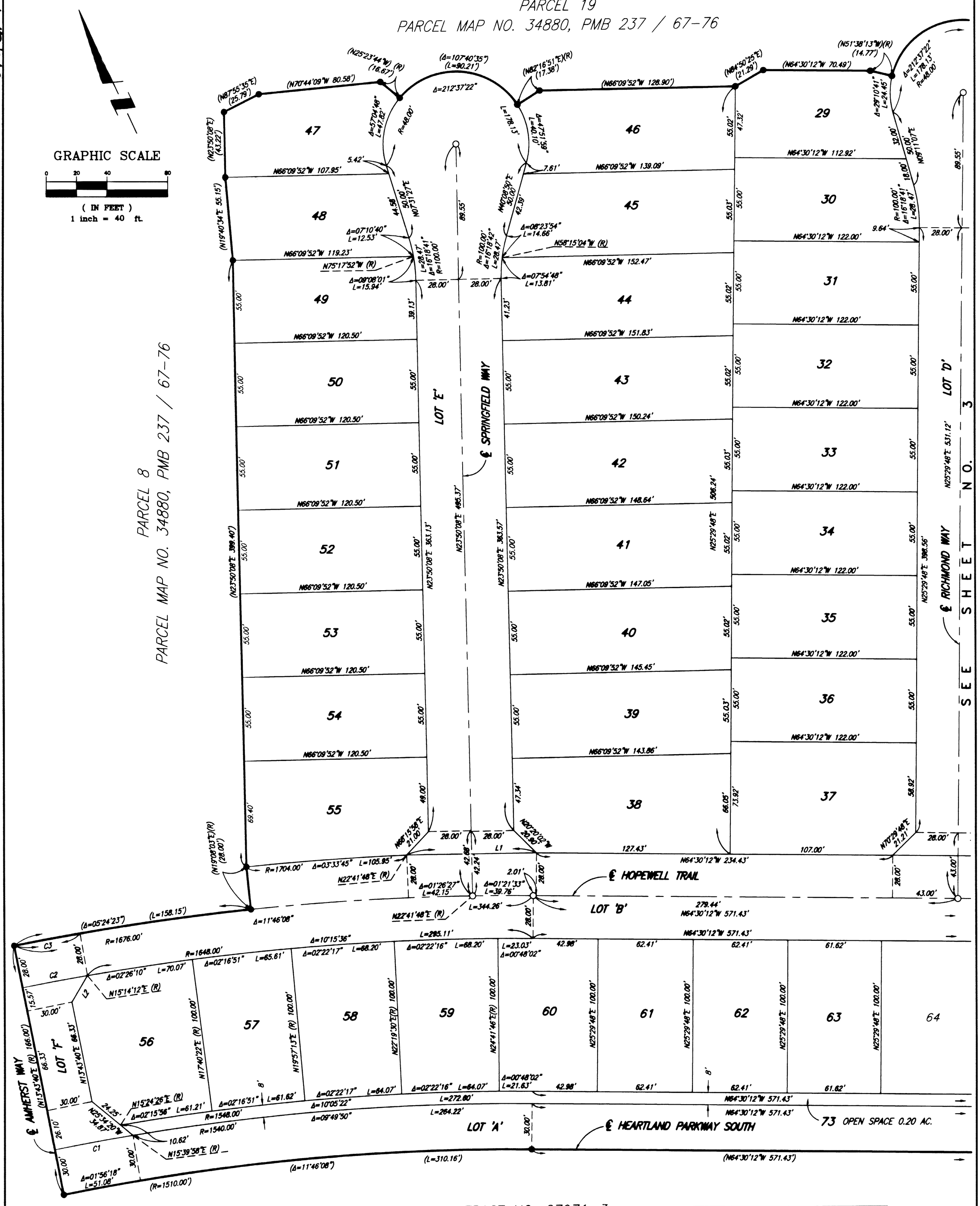
SHEET 4 OF 4 SHEETS

TRACT NO. 27971-4

BEING A SUBDIVISION OF PARCEL 4 AND LOTS 'P', 'Q' AND 'R' OF PARCEL MAP NO. 34880, RECORDED IN BOOK 237, PAGES 67 THROUGH 76, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

FEBRUARY, 2014

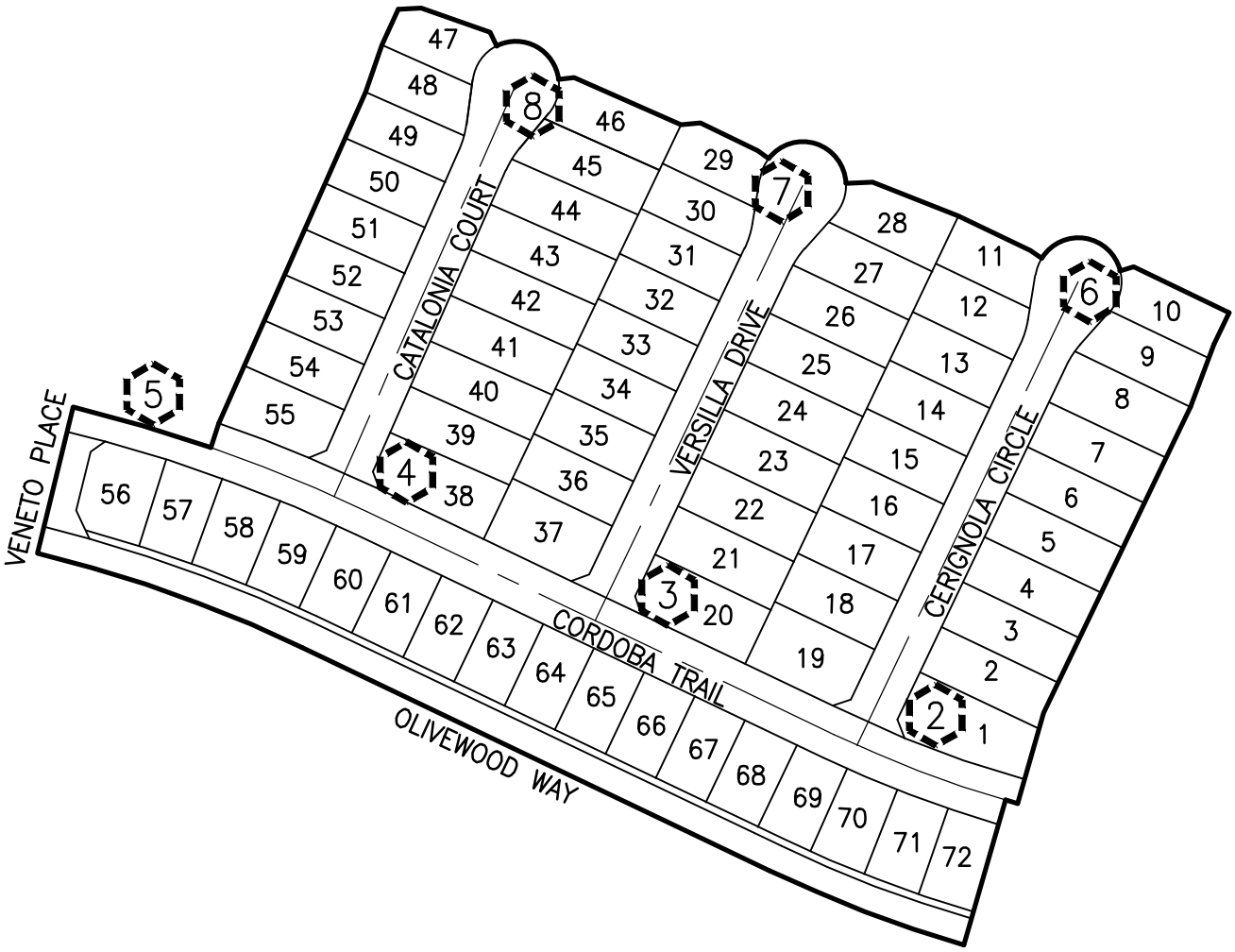
STANTEC CONSULTING INC.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N65°52'14"W	85.27'
L2	N55°30'09"E	20.11'

TRACT NO. 27971-3
MB 444 / 1-5

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	01°56'18"	1540.00'	52.10'
C2	01°30'32"	1648.00'	43.40'
C3	01°30'32"	1676.00'	44.14'



PROFESSIONAL LAND SURVEYOR
RAY E. MANSUR
NO. 7185
STATE OF CALIFORNIA

RAY E. MANSUR, P.L.S. 7185

INDEX MAP

(#) INDICATES SHEET NO.

Stantec
735 East Carnegie Drive, Suite 280
San Bernardino, CA 92408
909-335-6116 stantec.com

CENTERLINE TIES

TRACT NO. 27971-4
M.B. 444 / 6-9

SCALE: 1" = 200'

JN: 2042 495812

DATE: 8/30/22

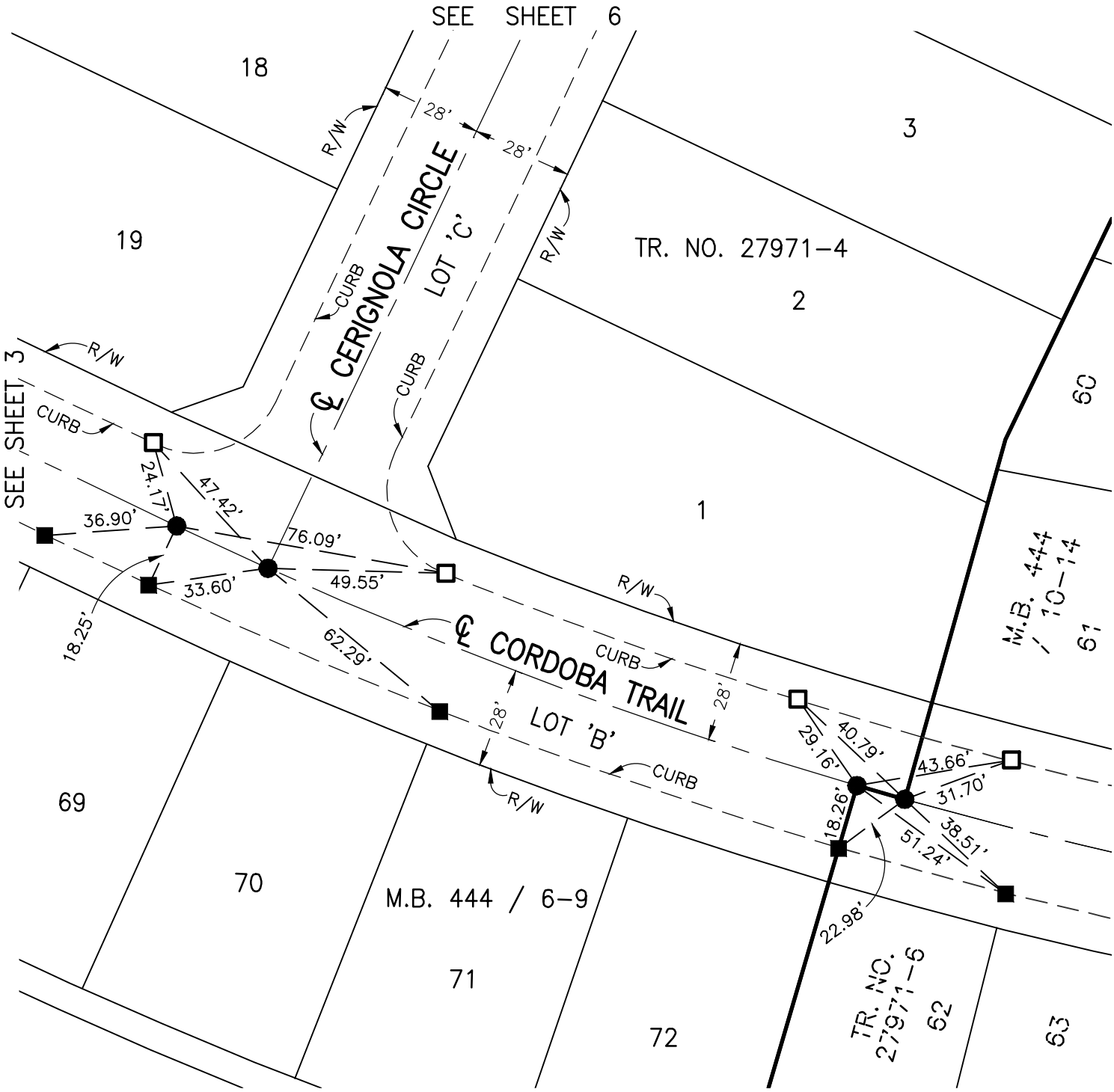
PUBLIC WORKS DEPARTMENT CITY OF BEAUMONT

FILE: 495810V-MX7165

Item 6.

LEGEND:

- ● INDICATES FD. 1" I.P. TAGGED "LS 7185", FLUSH, PER TR. NO. 27971-4, M.B. 444 / 4-9.
- ■ INDICATES FD. LEAD & TAG "LS 7185", IN TOP OF CURB, PER TR. NO. 27971-4, M.B. 444 / 4-9.
- □ INDICATES SET LEAD & TAG "LS 7185 TIE", IN TOP OF CURB.



Stantec
735 East Carnegie Drive, Suite 280
San Bernardino, CA 92408
909-335-6116 stantec.com

CENTERLINE TIES
TRACT NO. 27971-4
M.B. 444 / 6-9

SCALE: 1" = 40'

JN: 2042 495812

DATE: 8/30/22

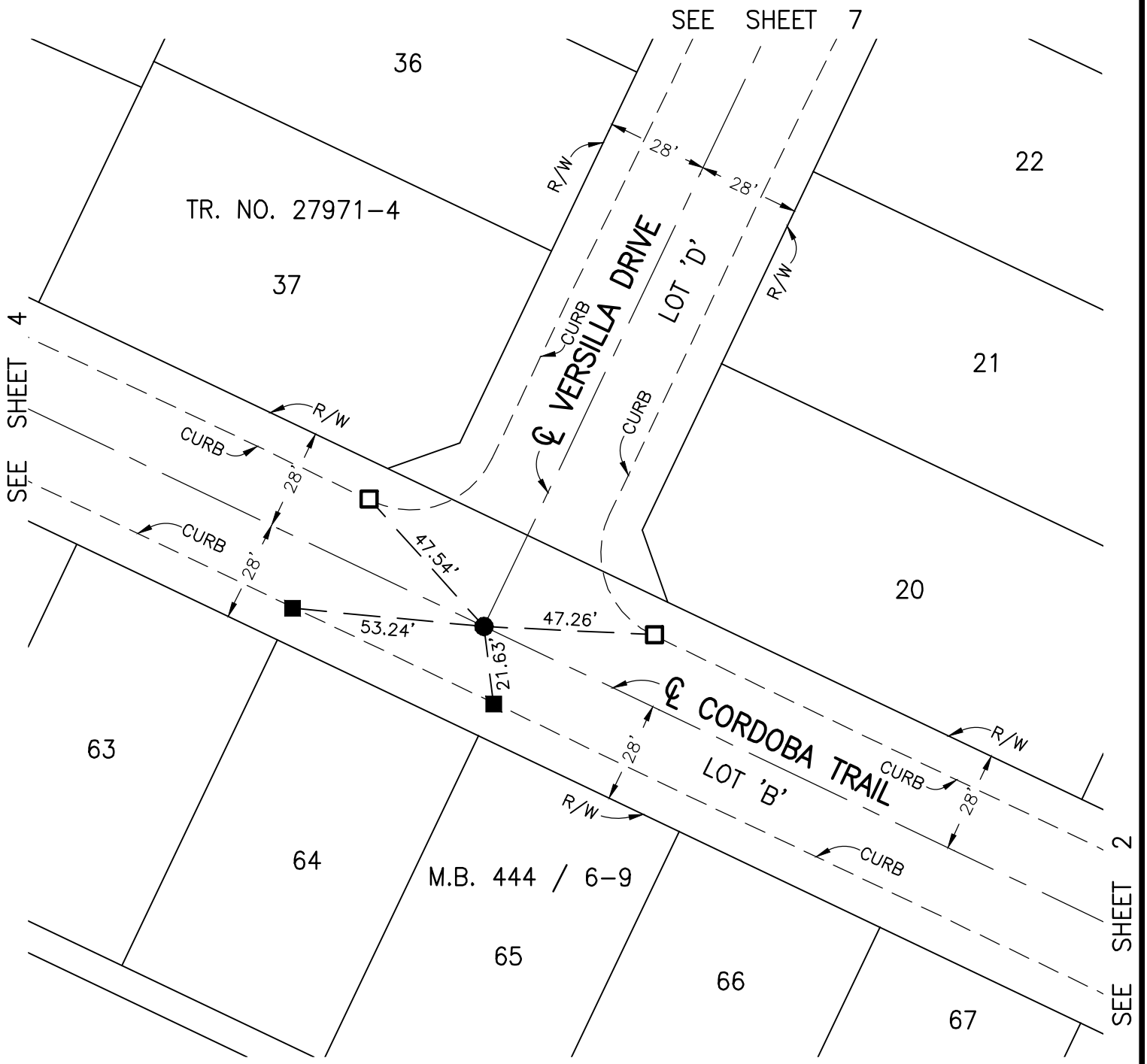
PUBLIC WORKS DEPARTMENT CITY OF BEAUMONT

FILE: 495810V-MX7164

Item 6.

LEGEND:

- ● INDICATES FD. 1" I.P. TAGGED "LS 7185", FLUSH, PER TR. NO. 27971-4, M.B. 444 / 4-9.
- ■ INDICATES FD. LEAD & TAG "LS 7185", IN TOP OF CURB, PER TR. NO. 27971-4, M.B. 444 / 4-9.
- □ INDICATES SET LEAD & TAG "LS 7185 TIE", IN TOP OF CURB.



Stantec
735 East Carnegie Drive, Suite 280
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909-335-6116 stantec.com

CENTERLINE TIES
TRACT NO. 27971-4
M.B. 444 / 6-9

SCALE: 1" = 40'

JN: 2042 495812

DATE: 8/30/22

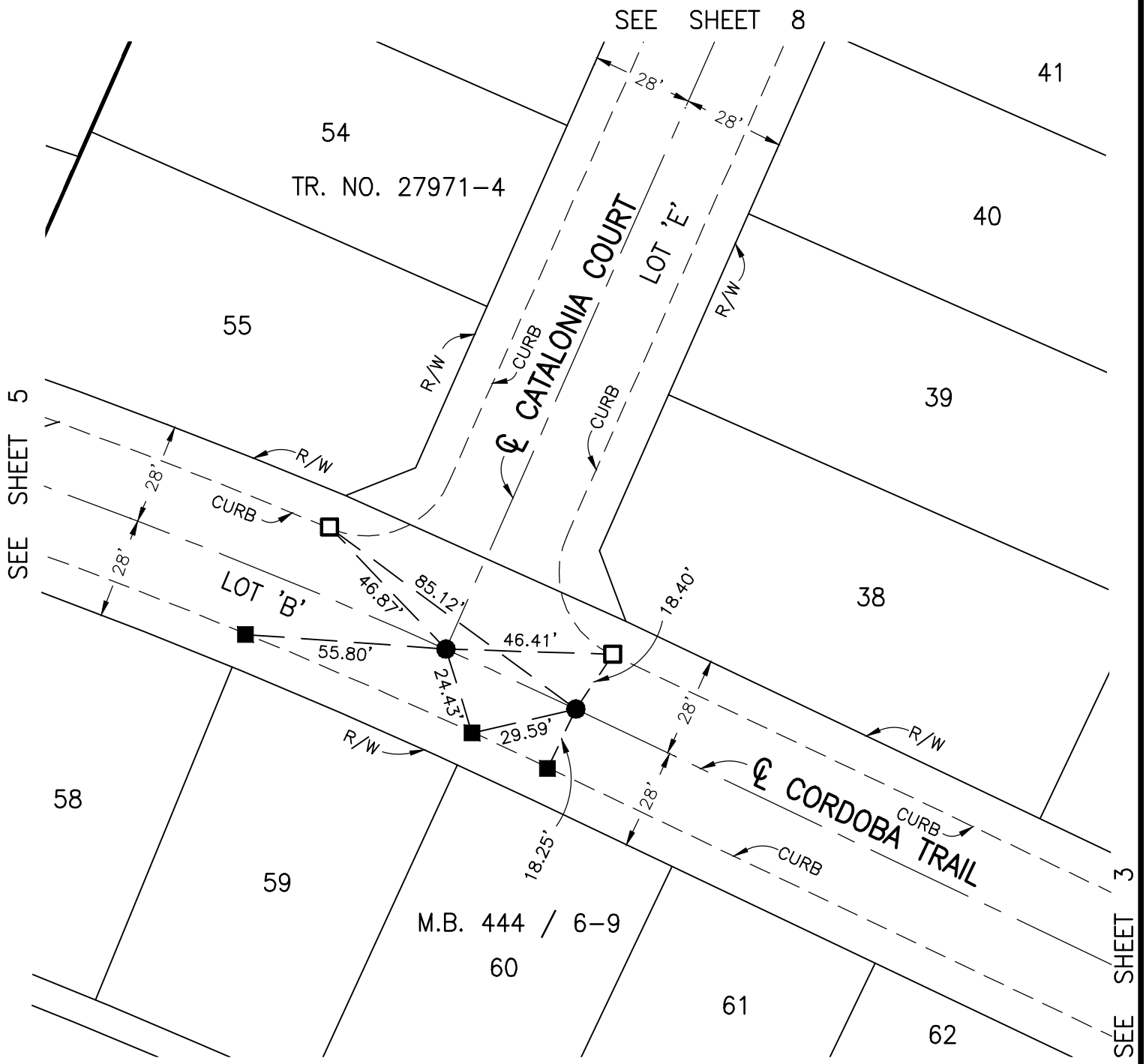
PUBLIC WORKS DEPARTMENT CITY OF BEAUMONT

FILE: 495810V-MX7164

Item 6.

LEGEND:

- ● INDICATES FD. 1" I.P. TAGGED "LS 7185", FLUSH, PER TR. NO. 27971-4, M.B. 444 / 4-9.
- ■ INDICATES FD. LEAD & TAG "LS 7185", IN TOP OF CURB, PER TR. NO. 27971-4, M.B. 444 / 4-9.
- □ INDICATES SET LEAD & TAG "LS 7185 TIE", IN TOP OF CURB.



Stantec
735 East Carnegie Drive, Suite 280
San Bernardino, CA 92408
909-335-6116 stantec.com

CENTERLINE TIES
TRACT NO. 27971-4
M.B. 444 / 6-9

SCALE: 1" = 40'

JN: 2042 495812

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PUBLIC WORKS DEPARTMENT CITY OF BEAUMONT

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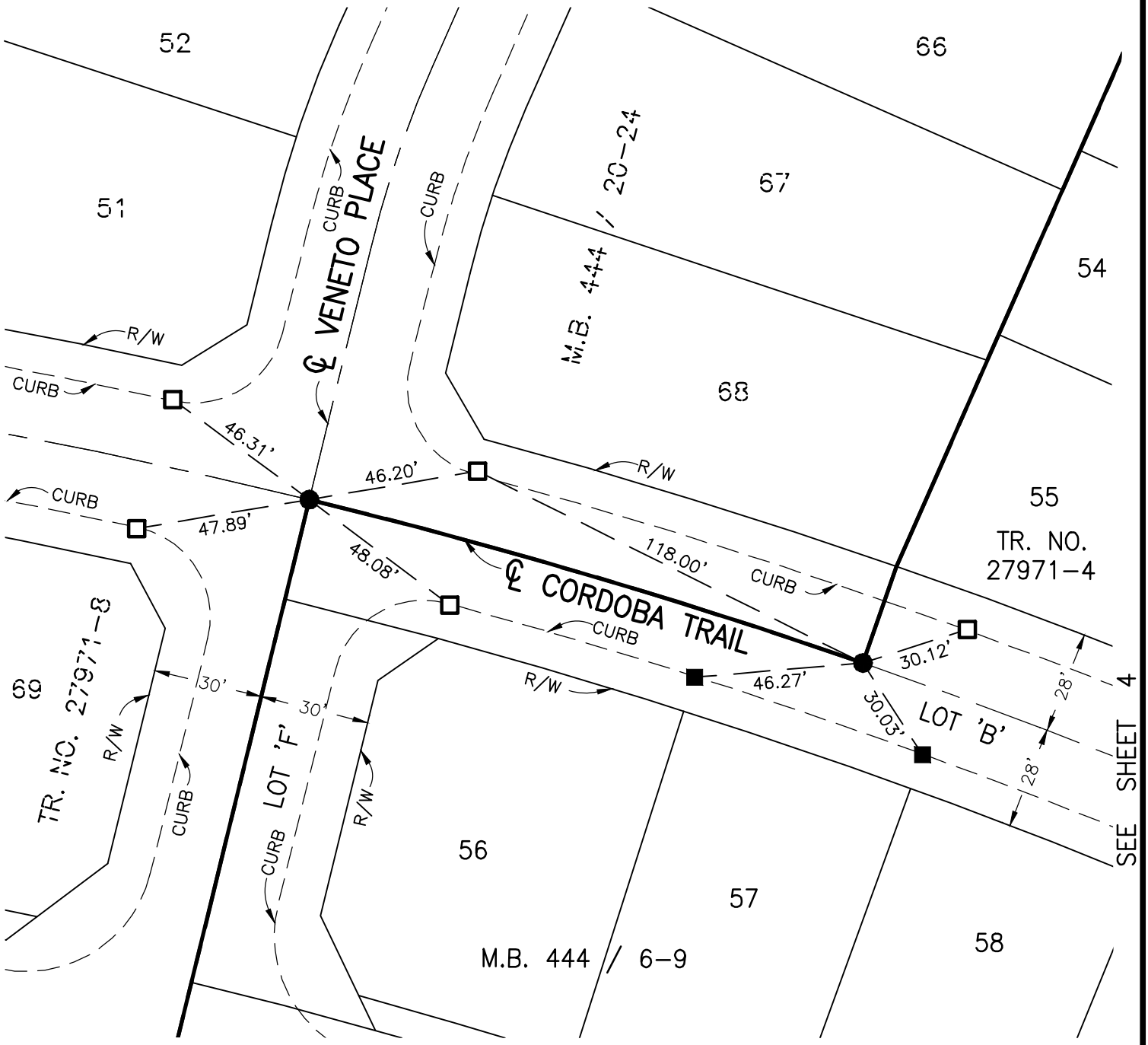

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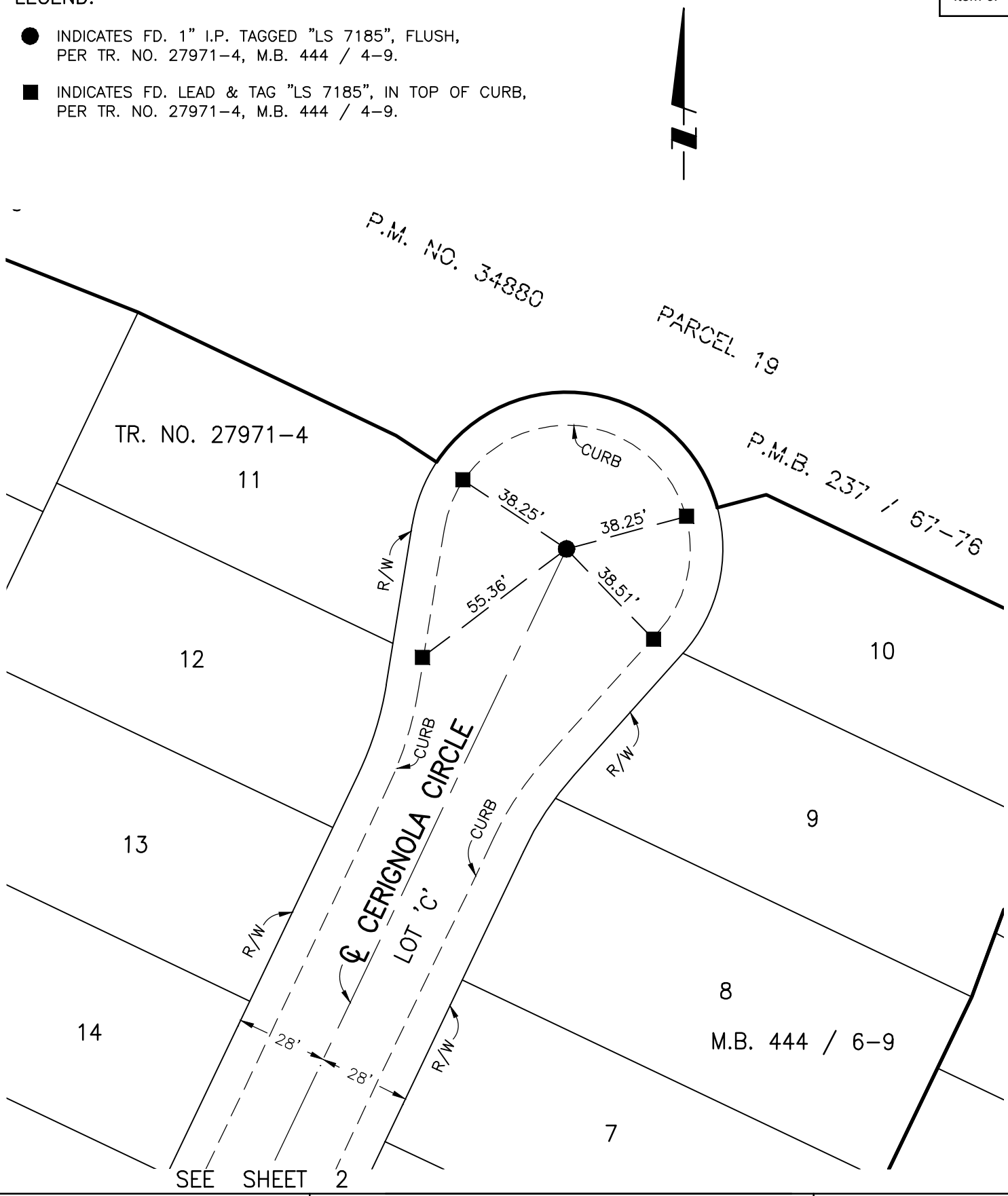

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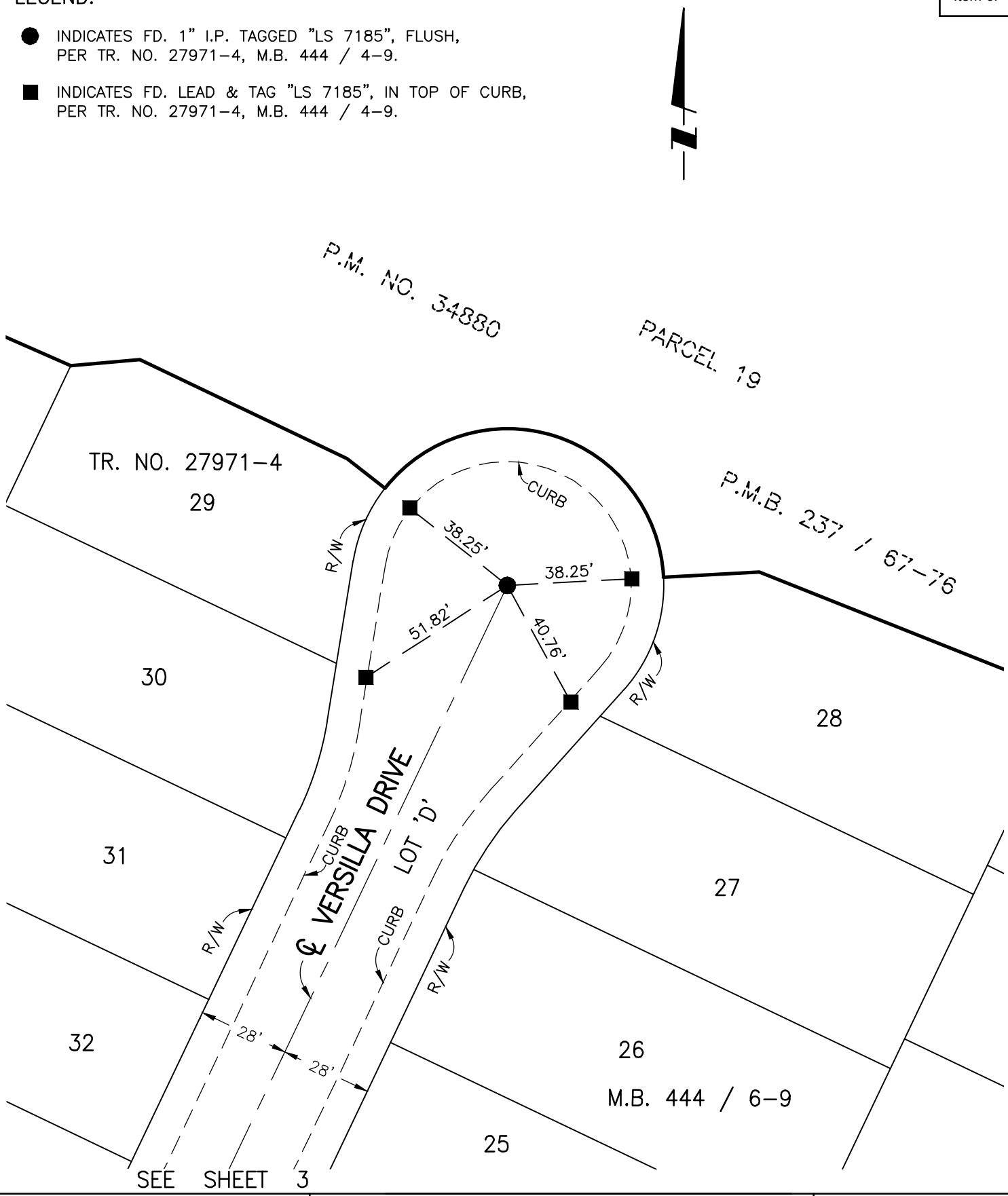

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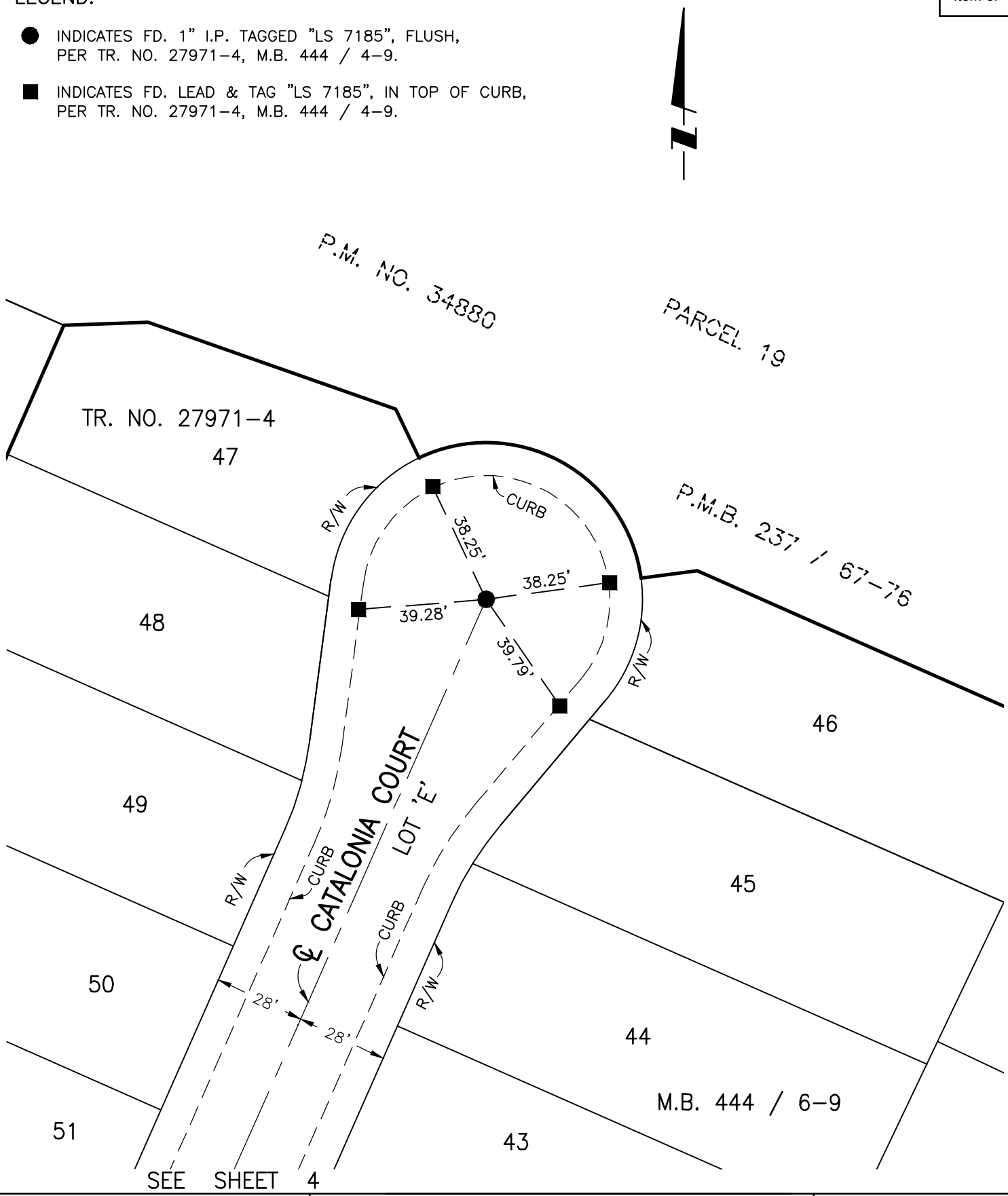

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CENTERLINE TIES
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SCALE: 1" = 40'

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DATE: 8/30/22

PUBLIC WORKS DEPARTMENT CITY OF BEAUMONT

FILE: 495810V-MX7164

City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
www.ci.beaumont.ca.us

Case No. PW2022-0922
Receipt No. R01264516
Fee $ 3,484.43
Date Paid 9/6/2022

BOND EXONERATION APPLICATION

Bond Type: ☐Performance ☐Maintenance ☒Final Monument Inspection ☐Other:_____

1. Contact's Name Darren Bolton Phone (949)309-3891

2. Contact's Address 6440 Oak Canyon #200 Irvine, CA 92618
City/State/Zip

5. Contact's E-mail cvillalobos@taylormorrison.com

3. Developer Name RSI Communities - CA, LLC Phone (949)554-2837
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address 6440 Oak Canyon #200 Irvine, CA 92618
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):
Olivewood- Final Monument Bond for TR 27971- 6
TR 27971-6 Bond #1155913

6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

Sean Doyle 8/31/22
Print Name and Sign – Contact/Applicant Date

7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.

Sean Doyle 8/31/22
Print Name and Sign – Contact/Applicant Date

8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.
   - Remove and replace concrete and AC as needed where lifting.
   - Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
   - Provide Type II slurry coat for all road surfaces.
   - Restore/Verify pavement striping/markings.
   - Restore/Verify blue dots and signage as needed.
   - Clean and camera sewer. Provide report and video copy of camera survey.
   - Provide all final geotechnical reports.
   - Provide Engineers' certification for line and grade within Right-of-Way.
   - Provide Landscape Architects Certification as required.

Sean Doyle 8/31/22

Print Name and Sign – Contact/Applicant Date

Basic Gov (Sales Force) # 2079
File # _____

Bond #1155913
Premium: $393.00/2 yrs.

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and **RSI Communities - California LLC, a Delaware limited liability company** (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map, #27971-6 dated_____, 20 , whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, No.27971-6, which is hereby incorporated herein and made a part hereof; and **Final Monumentation**.

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Lexon Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of **Twenty-Seven Thousand Three Hundred & N0/100ths ($27,300.00)** lawful money of the United States, for the payment of which sum well and truly to 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 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 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, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations 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 or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 1st, 20 18.

PRINCIPAL:

RSI Communities - California LLC,
a Delaware limited liability company

By _____

Title Darius Fatakia
Vice President Land Development

SURETY:

Lexon Insurance Company

By _____

Title Beata A. Sensi, Attorney-in-Fact

ALL- PURPOSE
CERTIFICATE OF 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 Orange }

On March 1, 2018 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Beata A. Sensi,
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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

SUSAN E. MORALES
COMM. # 2101798
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2019

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT "B"

Bond #1155913
Premium included with the Performance Bond

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and **RSI Communities - California LLC, a Delaware limited liability company** (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map #27971-6 , dated_____, 20 , whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, No. 27971-6, which is hereby incorporated herein and made a part hereof; and **Final Monumentation**.

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Section 8000, et seq., of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of **Twenty-Seven Thousand Three Hundred & N0/100ths ($27,300.00)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the 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 in successfully enforcing this 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 that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., 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.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 1st, 20 18 .

PRINCIPAL:

RSI Communities - California LLC,
a Delaware limited liability company

By_____

Title Darius Fatakia
Vice President Land Development

SURETY:

American Contractors Indemnity Company

By_____

Title Beata A. Sensi, Attorney-in-Fact

ALL- PURPOSE
CERTIFICATE OF 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 Orange }

On March 1, 2018 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Beata A. Sensi,
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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

SUSAN E. MORALES
COMM. # 2101798
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 26, 2019

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

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- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Item 6.

POWER OF ATTORNEY

LX- 319030

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Todd M. Rohm, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Shane Wolf its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $5,000,000.00, Five Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.

LEXON INSURANCE COMPANY

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1954 STATE OF TEXAS

BY _____
David E. Campbell
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

AMY TAYLOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
Mv Commission Expires 07-08-19

BY _____
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this _____ Day of _____, 20 MAR. - 1 2018

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1954 STATE OF TEXAS

BY _____
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

Stantec Consulting Services Inc.
735 East Carnegie Drive Suite 280, San Bernardino CA 92408-3588

August 30, 2022
File: 2042 495812

Robert Vestal
City of Beaumont
Public Works Department
550 E. 6th Street
Beaumont, CA 92223

Reference: Final Monuments – Tract No. 27971-6

Dear Robert,

Please be advised that the final monuments for Tract No. 27971-6 have been set. The centerline ties for this map are enclosed for your review and approval.

The developer has compensated us for the setting of these monuments. Please release the monument bond or cash deposit for this map.

Thank you for your help in this matter.

Regards,

Stantec Consulting Services Inc.

Ray E. Mansur, PLS
Senior Principal, Geospatial Services
Phone: (949) 923-6012
Ray.Mansur@stantec.com

\\US0328-PPFSS01\workgroup\2042\active\2042495810\record\mapping\cl_ties\tr27971-6

2014-0488913

Original

444/10

SHEET 1 OF 5 SHEETS

NUMBER OF LOTS: 72
NUMBER OF LETTERED LOTS : 5
ACREAGE OF LOTS: 10.85 AC.
ACREAGE OF LETTERED LOTS: 4.22 AC.
TOTAL ACREAGE: 15.07 AC.

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 27971-6

BEING A SUBDIVISION OF PARCEL 6 AND LOT 'N' OF PARCEL MAP NO. 34880, RECORDED IN BOOK 237 PAGES 67 THROUGH 76 INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

FEBRUARY, 2014 STANTEC CONSULTING INC.

RECORDER'S STATEMENT

FILED THIS 23rd DAY OF December 2014 AT 8:21 A.M. IN BOOK 444 OF MAPS, AT PAGES 10-14, AT THE REQUEST OF THE CITY CLERK OF THE CITY OF BEAUMONT.

NO. 2014-0488913

FEE $18.00

LARRY W. WARD
ASSESSOR – COUNTY CLERK – RECORDER

BY: _____, DEPUTY

SUBDIVISION GUARANTEE: FIDELITY NATIONAL TITLE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY DEDICATE TO THE CITY OF BEAUMONT, FOR STREET AND PUBLIC UTILITY PURPOSES, LOT "A" (HEARTLAND PARKWAY SOUTH), LOT 'B' (ADMIRAL WAY), LOT 'C' (HOPEWELL TRAIL), LOT 'D' (BISMARK WAY), AND LOT 'E' (TALLAHASSEE WAY).

WE HEREBY RETAIN LOTS 71 AND 72 FOR COMMON OPEN SPACE AND LANDSCAPE MAINTENANCE, AS SHOWN HEREON, TO OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT.

LV HEARTLAND LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
Jonas Stiklerius
Authorized Signatory

TRUSTEE'S STATEMENT

FIDELITY NATIONAL TITLE INSURANCE COMPANY, AS TRUSTEE UNDER DEED OF TRUST RECORDED JULY 31, 2006 AS INSTRUMENT NO. 2006-557501, OF OFFICIAL RECORDS, AN INSTRUMENT ENTITLED "SECOND AMENDED AND RESTATED CONSTRUCTION DEED OF TRUST AND FIXTURE FILING" RECORDED OCTOBER 04, 2007 AS INSTRUMENT NO. 2007-0619882, OF OFFICIAL RECORDS.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

BY: _____
ART CHEYNE
SENIOR VICE PRESIDENT

NOTARY ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

ON June 17, 2014 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED
Jonas Stikleriu

PERSONALLY KNOWN TO ME (OR 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(IES) UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

MY COMMISSION EXPIRES JULY 23, 2015

NOTARY PUBLIC
DEANNA EMILIO

DEANNA EMILIO
Notary Public, State of New York
No. 01EM6171082
Qualified in New York County Richmond
Term Expires July 23, 2015

~~TAX BOND CERTIFICATE~~

~~I HEREBY CERTIFY THAT A BOND IN THE SUM OF $_____, HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.~~

~~DATED:_____, 20__~~

~~CASH OR SURETY TAX BOND~~
~~DON KENT~~
~~COUNTY TAX COLLECTOR~~

~~BY: _____, DEPUTY~~

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

1. SOUTHERN PACIFIC PIPELINES, A CORPORATION, HOLDER OF: AN EASEMENT FOR PIPELINES AS RECORDED JUNE 16, 1955 AS INSTRUMENT NO. 39399 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY. THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD.

GEOTECHNICAL REPORT NOTE:

PRELIMINARY GEOTECHNICAL INVESTIGATION REPORT FOR TENTATIVE TRACT MAP NO. 27971 DATED OCTOBER 6, 2006 AS PROJECT NO. 700136 WAS PREPARED BY PACIFIC SOILS ENGINEERING, INC. AS REQUIRED BY SECTIONS 17853 OF THE CALIFORNIA HEALTH AND SAFETY CODE AND IS REQUIRED BY SECTION 66434.5 OF THE CALIFORNIA GOVERNMENT CODE. A COPY OF SAID REPORT IS ON FILE FOR PUBLIC INSPECTION IN THE CITY ENGINEERS OFFICE.

NOTARY ACKNOWLEDGMENT

STATE OF Calif.)
COUNTY OF Orange)

ON Aug. 21, 2014 BEFORE ME Dena Marie Scovel, Notary Public
PERSONALLY APPEARED Art Cheyne

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 THE TRUE AND CORRECT.

WITNESS MY HAND:

Dena Marie Scovel
SIGNATURE

Dena Marie Scovel
(PRINT NAME)

MY COMMISSION EXPIRES Aug. 22, 2015
MY PRINCIPAL PLACE OF BUSINESS IS Orange COUNTY.

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, ~~EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE $_____~~.

DATED: October 21, 2014

DON KENT, COUNTY TAX COLLECTOR

BY: Valerie Diaz, DEPUTY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LV HEARTLAND, LLC ON FEBRUARY, 2014. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED: June 12, 2014

RAY E. MANSUR, P.L.S. 7185

PROFESSIONAL LAND SURVEYOR
RAY E. MANSUR
NO. 7185
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE AMENDED TENTATIVE MAP OF TRACT NO. 27971, BY THE BEAUMONT CITY COUNCIL ON AUGUST 2, 2005, AND ANY APPROVED ALTERATION THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF TITLE 16 OF THE BEAUMONT MUNICIPAL CODE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPILED WITH; THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT; THAT THE PLANS FOR THE DRAINS, DRAINAGE WORKS, AND SEWERS SUFFICIENT TO PROTECT ALL LOTS IN THE SUBDIVISION FROM FLOODS HAVE BEEN APPROVED; THAT A COMPLETE SET OF PLANS FOR THE CONSTRUCTION OF ALL REQUIRED IMPROVEMENTS HAS BEEN FILED WITH THE COMMUNITY DEVELOPMENT DEPARTMENT AND THAT THE SAME HAVE BEEN CHECKED AND APPROVED; AND THAT ALL IMPROVEMENTS HAVE BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS OR THAT THE SUBDIVIDER HAS ENTERED INTO AGREEMENT WITH THE CITY OF BEAUMONT COVERING COMPLETION OF ALL IMPROVEMENTS AND SPECIFYING THE TIME FOR COMPLETING THE SAME AS MAY BE REQUIRED BY CONDITIONS OF APPROVAL DATED AUGUST 2, 2005.

FOR: DEEPAK MOORJANI, R.C.E. 51047,
CITY ENGINEER, CITY OF BEAUMONT

DATED: 20 OCTOBER, 2014

BY: _____
DENNIS W. JANDA, P.L.S. 6359
EXPIRES 12/31/2014

PROFESSIONAL LAND SURVEYOR
DENNIS WAYNE JANDA
No. 6359
STATE OF CALIFORNIA

BEAUMONT CITY COUNCIL CERTIFICATE

I HEREBY CERTIFY THAT THIS MAP WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT ON 16th DAY OF December, 2014 AND THAT THE OFFER(S) OF DEDICATION(S) DEPICTED HEREON WERE NOT ACCEPTED. THE CITY COUNCIL MAY, HOWEVER, BY RESOLUTION AT ANY LATER DATE, AND WITHOUT FURTHER ACTION BY THE SUBDIVIDER, RESCIND ITS ACTION AND ACCEPT THE FOLLOWING DEDICATION'S AND IMPROVEMENTS FOR PUBLIC USE, WHICH ACCEPTANCE SHALL BE RECORDED IN THE RIVERSIDE COUNTY RECORDER.

FOR STREET AND PUBLIC UTILITY PURPOSES LOT 'A' (HEARTLAND PARKWAY SOUTH), LOT 'B' (ADMIRAL WAY), LOT 'C' (HOPEWELL TRAIL), LOT 'D' (BISMARK WAY), AND LOT 'E' (TALLAHASSEE WAY).

DATED: 12-18, 2014

_____ (Deputy)
CITY CLERK, CITY OF BEAUMONT
RIVERSIDE COUNTY, CALIFORNIA

2014-0488913
original
444
11

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 27971-6

BEING A SUBDIVISION OF PARCEL 6 AND LOT 'N' OF PARCEL MAP NO. 34880, RECORDED IN BOOK 237, PAGES 67 THROUGH 76, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

FEBRUARY, 2014 STANTEC CONSULTING INC.

BOUNDARY AND INDEX SHEET

SURVEYOR'S NOTES

1. TRACT NO. 27971-6 CONTAINS 15.07 ACRES, GROSS.
2. TRACT NO. 27971-6 CONTAINS 72 NUMBERED LOTS AND LETTERED LOTS "A" THROUGH "E" (STREETS).
3. BUILDING SETBACKS SHALL CONFORM TO EXISTING ZONING REGULATIONS.

○ INDICATES SET 1" I.P. W/PLASTIC PLUG, "LS 7185", FLUSH.

● INDICATES FD 1" IP W/PLASTIC PLUG STAMPED "LS 7185", PER PM 34880, PMB 237 / 67-76, FLUSH, UNLESS NOTED OTHERWISE.

( ) INDICATES RECORD AND MEASURED DATA PER PM 34880, PMB 237 / 67-76.

SET 1" I.P. W/PLUG, "LS 7185 (RIV. CO. STD. "A" MON.) OR LEAD AND TAG, "LS 7185", IN CONCRETE, (RIV. CO. STD. "E" MON.) AT ALL REAR LOT CORNERS AND CORNER CUTBACKS, FLUSH, UNLESS OTHERWISE NOTED.

SET LEAD AND TAG, "LS 7185", IN TOP OF CURB (RIV. CO. STD. "E" MON.) IN LIEU OF FRONT LOT CORNERS ON SIDE LOT LINES PROJECTED AND FOR E.C.'S AND B.C.'S PROJECTED PERPENDICULAR OR RADIAL FROM PROPERTY LINE, UNLESS OTHERWISE NOTED.

ALL MONUMENTS ARE SET ACCORDING TO RIVERSIDE COUNTY ORDINANCE NO. 461.9

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS83, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "RABBIT" AND "REST", NAD 83(2002) AS SHOWN HEREON, HAVING A GRID BEARING OF N 27°39'52" E. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.999904925. CALCULATIONS ARE MADE AT STATION RABBIT WITH COORDINATES N 2284367.50 E 6323791.93, USING AN ELEVATION OF 2366.92 FEET.

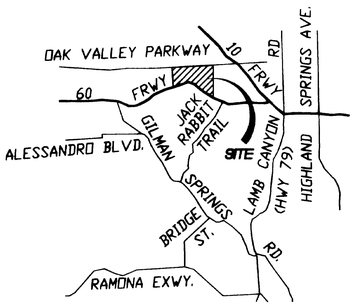
1) CONTROL STATION "RABBIT"
NATIONAL GEODETIC SURVEY, CALIFORNIA DIVISION OF HIGHWAYS DISK SET IN TOP OF CONCRETE STAMPED "RABBIT". HORIZONTAL ORDER = SECOND. HORIZONTAL DATUM IS NAD 83.
N 2284367.50 E 6323791.93

2) CONTROL STATION "REST"
NATIONAL GEODETIC SURVEY, CALIFORNIA DIVISION OF HIGHWAYS DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972". HORIZONTAL ORDER = SECOND, VERTICAL ORDER = FIRST, CLASS II. HORIZONTAL DATUM IS NAD 83.
N 2292862.27 E 6328245.05

EASEMENT NOTE

THE EXACT LOCATIONS OF FOLLOWING EASEMENTS ARE NOT DISCLOSED FROM RECORDS:

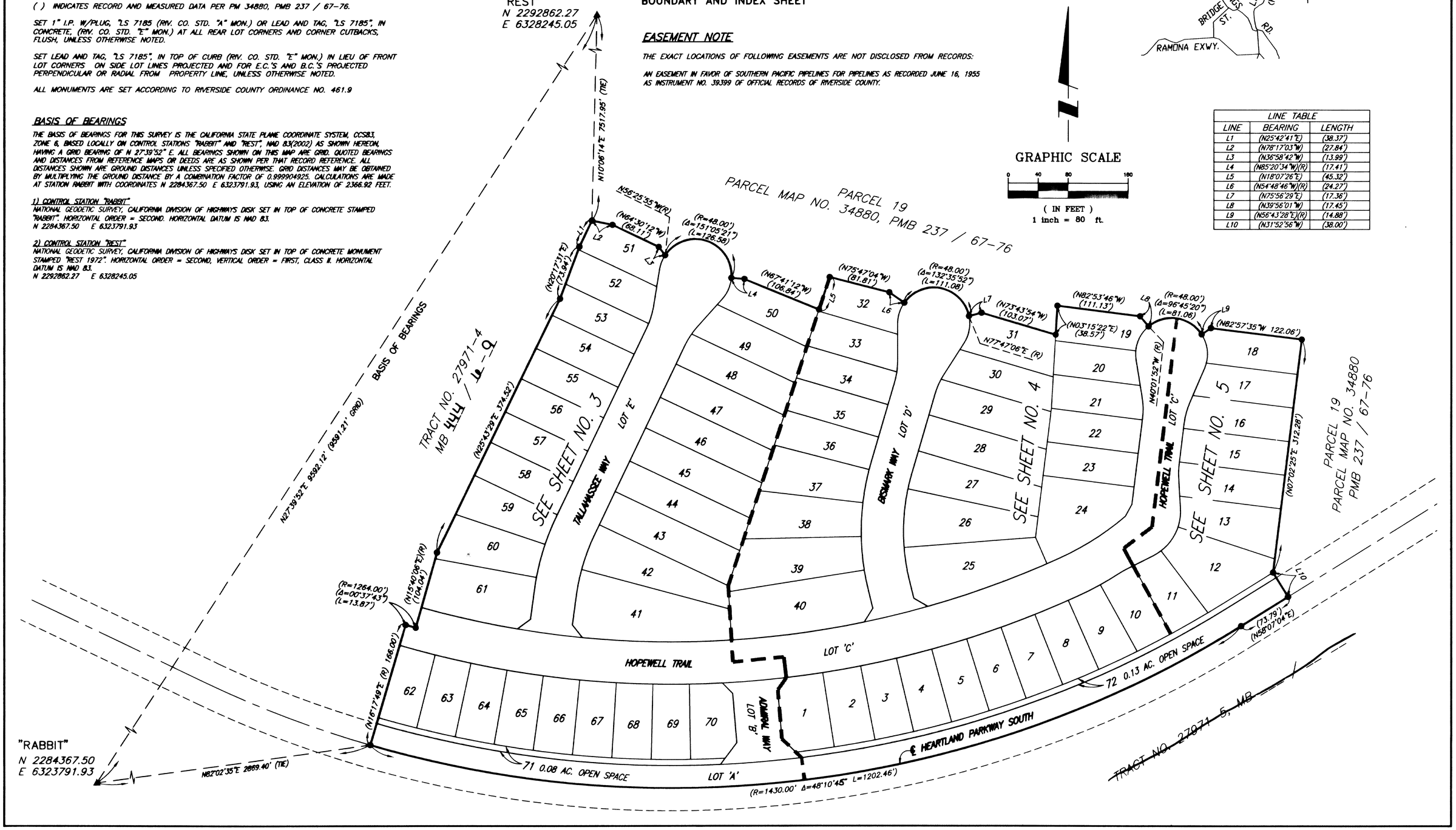
AN EASEMENT IN FAVOR OF SOUTHERN PACIFIC PIPELINES FOR PIPELINES AS RECORDED JUNE 16, 1955 AS INSTRUMENT NO. 39399 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.



VICINITY MAP
N.T.S.

GRAPHIC SCALE
0 40 80 160
(IN FEET)
1 inch = 80 ft.

LINE TABLE		
LINE	BEARING	LENGTH
L1	(N25°42'41"E)	(38.37')
L2	(N78°17'03"W)	(27.84')
L3	(N36°58'42"W)	(13.99')
L4	(N85°20'34"W)(R)	(17.41')
L5	(N18°07'26"E)	(45.32')
L6	(N54°48'46"W)(R)	(24.27')
L7	(N75°56'29"E)	(17.36')
L8	(N39°56'01"W)	(17.45')
L9	(N56°43'28"E)(R)	(14.88')
L10	(N31°52'56"W)	(38.00')



SEE SHEET 2 FOR SURVEYOR'S AND EASEMENT NOTES

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 3 OF 5 SHEETS

TRACT NO. 27971-6

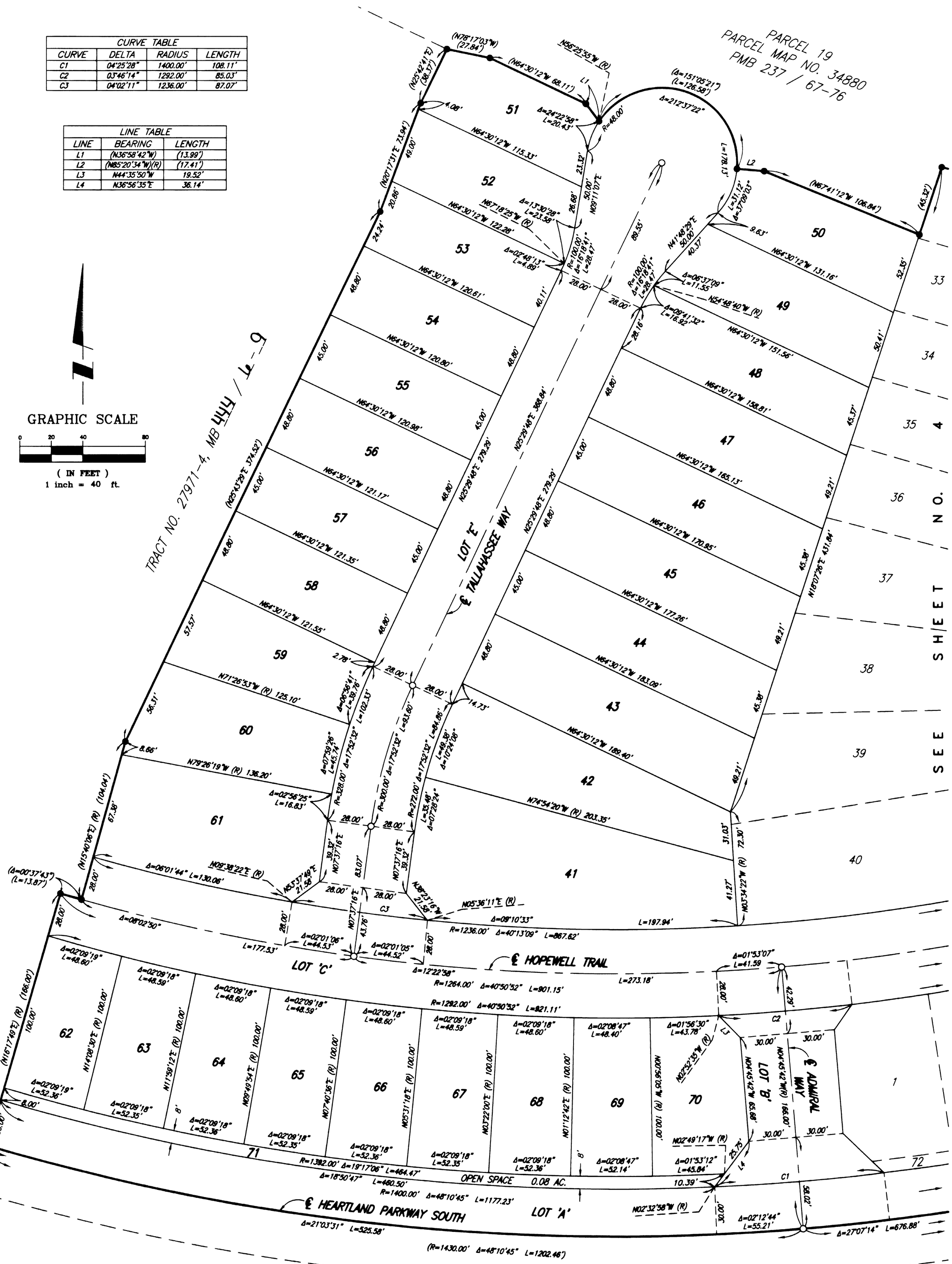
BEING A SUBDIVISION OF PARCEL 6 AND LOT 'N' OF PARCEL MAP NO. 34880, RECORDED IN BOOK 237, PAGES 67 THROUGH 76, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

FEBRUARY, 2014

STANTEC CONSULTING INC.

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	04°25'28"	1400.00'	108.11'
C2	03°46'14"	1292.00'	85.03'
C3	04°02'11"	1236.00'	87.07'

LINE TABLE		
LINE	BEARING	LENGTH
L1	(N36°58'42"W)	(13.99')
L2	(N85°20'34"W)(R)	(17.41')
L3	N44°35'50"W	19.52'
L4	N36°56'35"E	36.14'



C1 Original 2014-0488913

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IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 4 OF 5 SHEETS

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FEBRUARY, 2014 STANTEC CONSULTING INC.

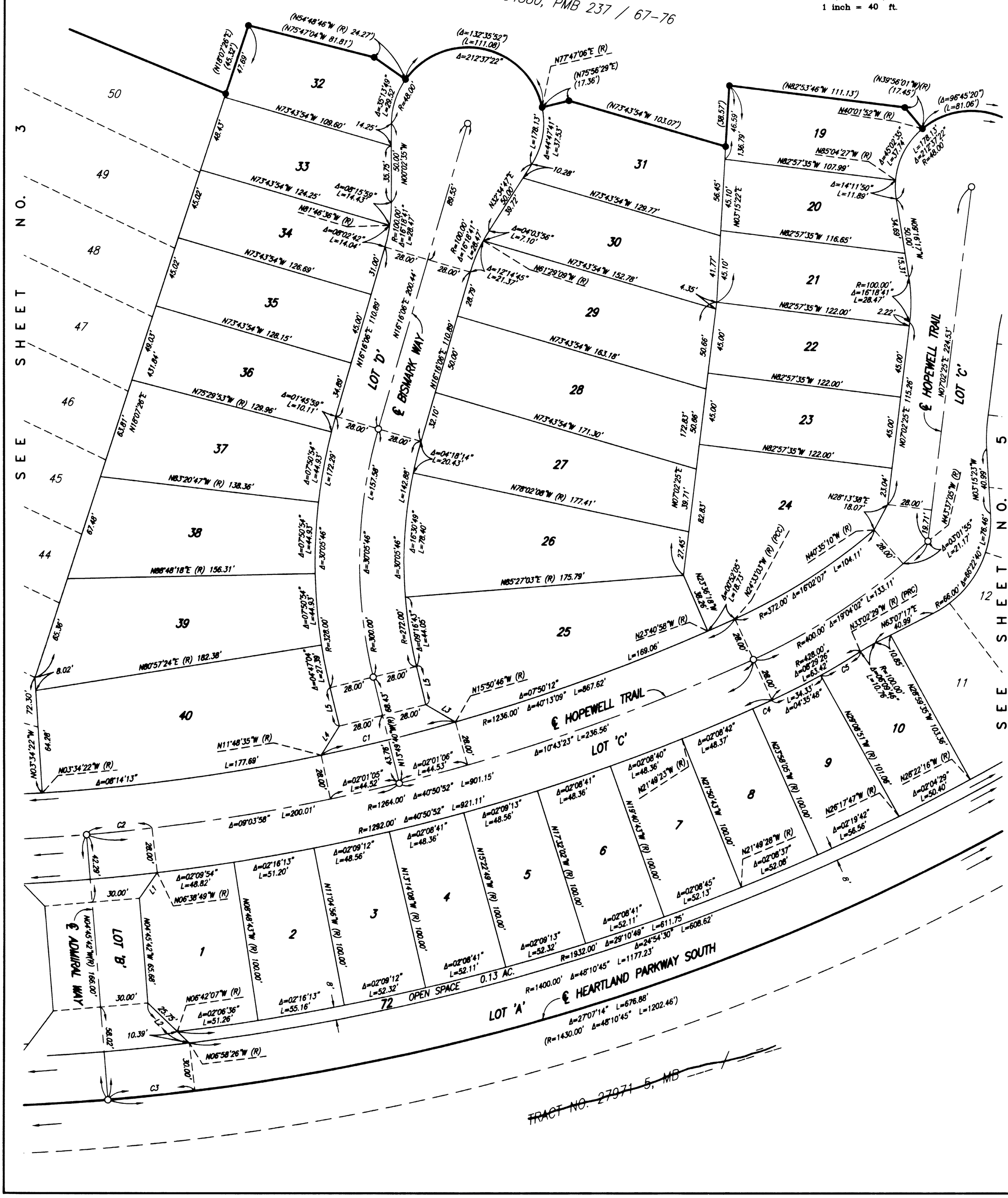
LINE TABLE		
LINE	BEARING	LENGTH
L1	N35°04'26"E	19.52'
L2	N46°27'59"W	36.14'
L3	N59°50'13"W	21.58'
L4	N32°10'53"E	21.58'
L5	N13°49'40"W	24.67'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	04°02'11"	1236.00'	87.07'
C2	01°53'07"	1264.00'	41.59'
C3	02°12'44"	1430.00'	55.21'
C4	00°34'58"	1292.00'	13.14'
C5	03°53'38"	428.00'	29.09'

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.



Item 6.

Original

2014-0488913

SEE SHEET 2 FOR SURVEYOR'S AND EASEMENT NOTES

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 5 OF 5 SHEETS

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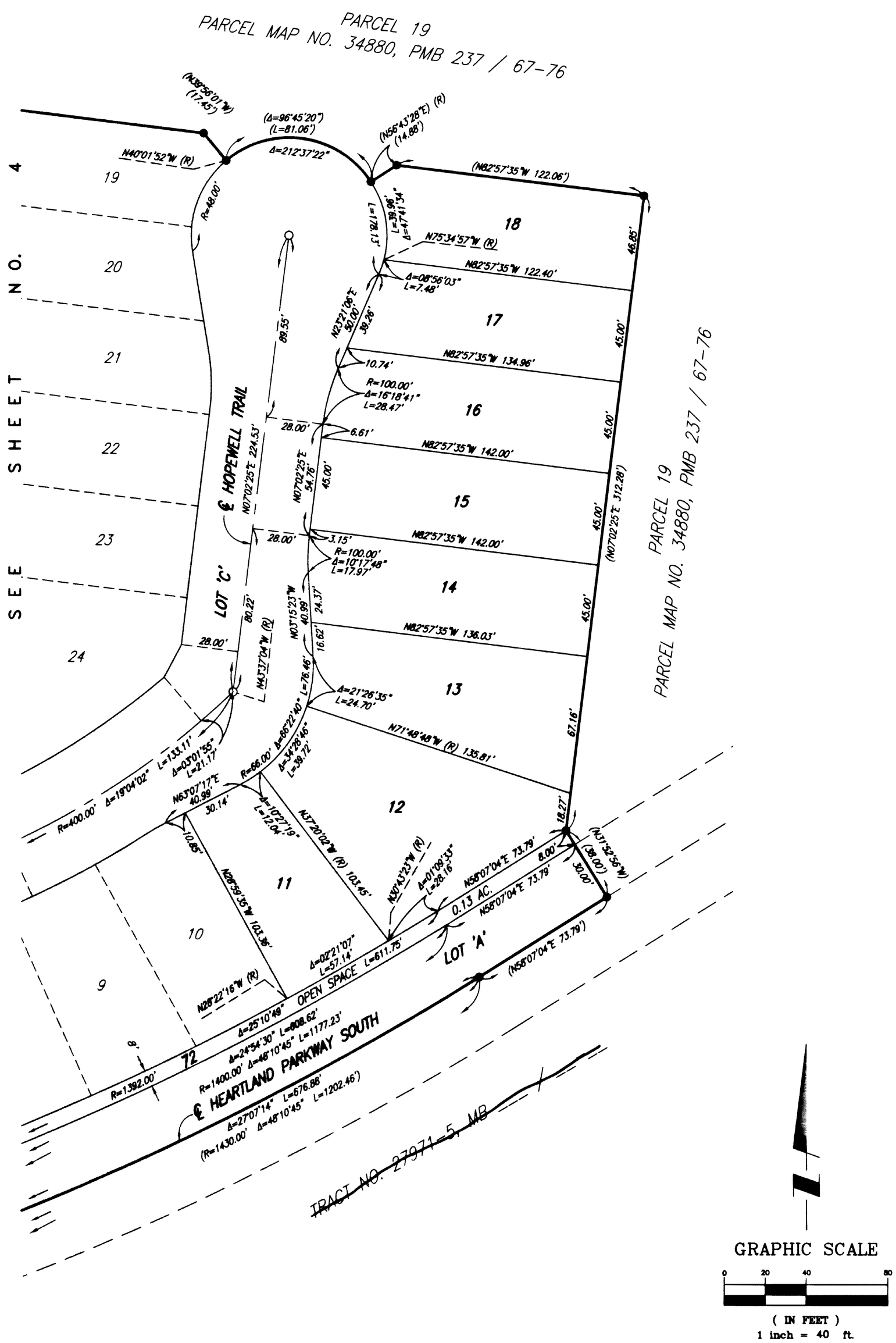
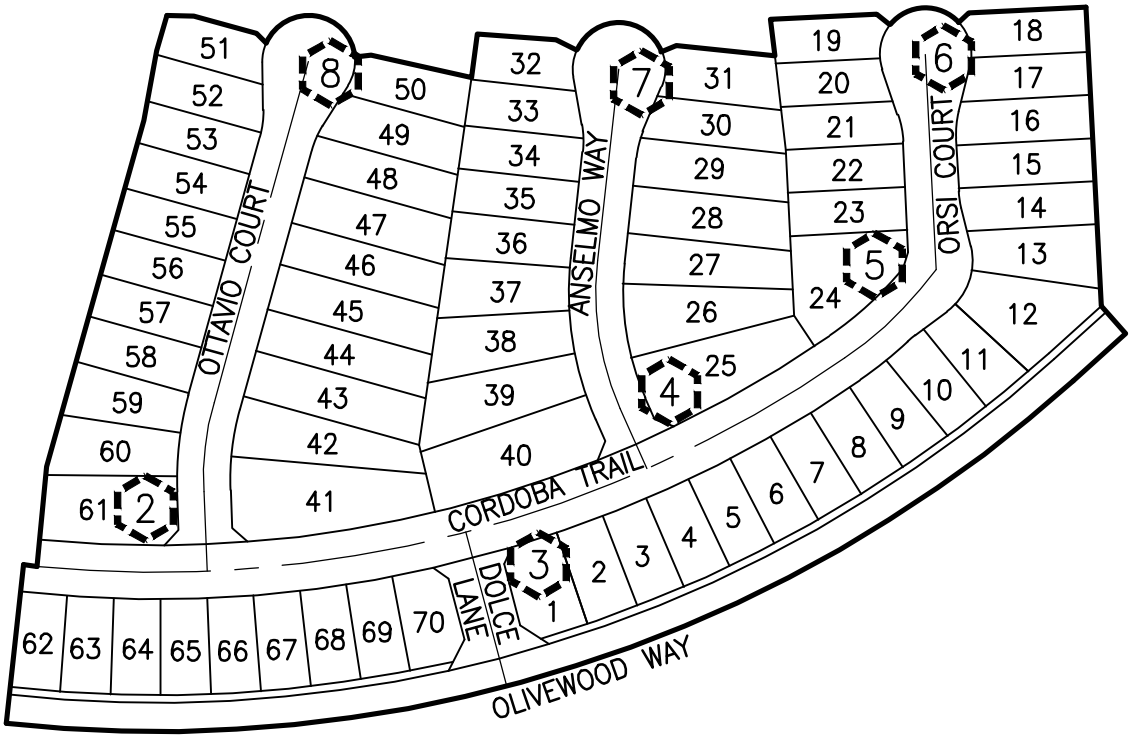




PROFESSIONAL LAND SURVEYOR
RAY E. MANSUR
NO. 7185
STATE OF CALIFORNIA

RAY E. MANSUR, P.L.S. 7185

INDEX MAP

# INDICATES SHEET NO.

Stantec
735 East Carnegie Drive, Suite 280
San Bernardino, CA 92408
909-335-6116 stantec.com

CENTERLINE TIES

TRACT NO. 27971-6
M.B. 444 / 10-14

SCALE: 1" = 200'

JN: 2042 495812

DATE: 8/30/22

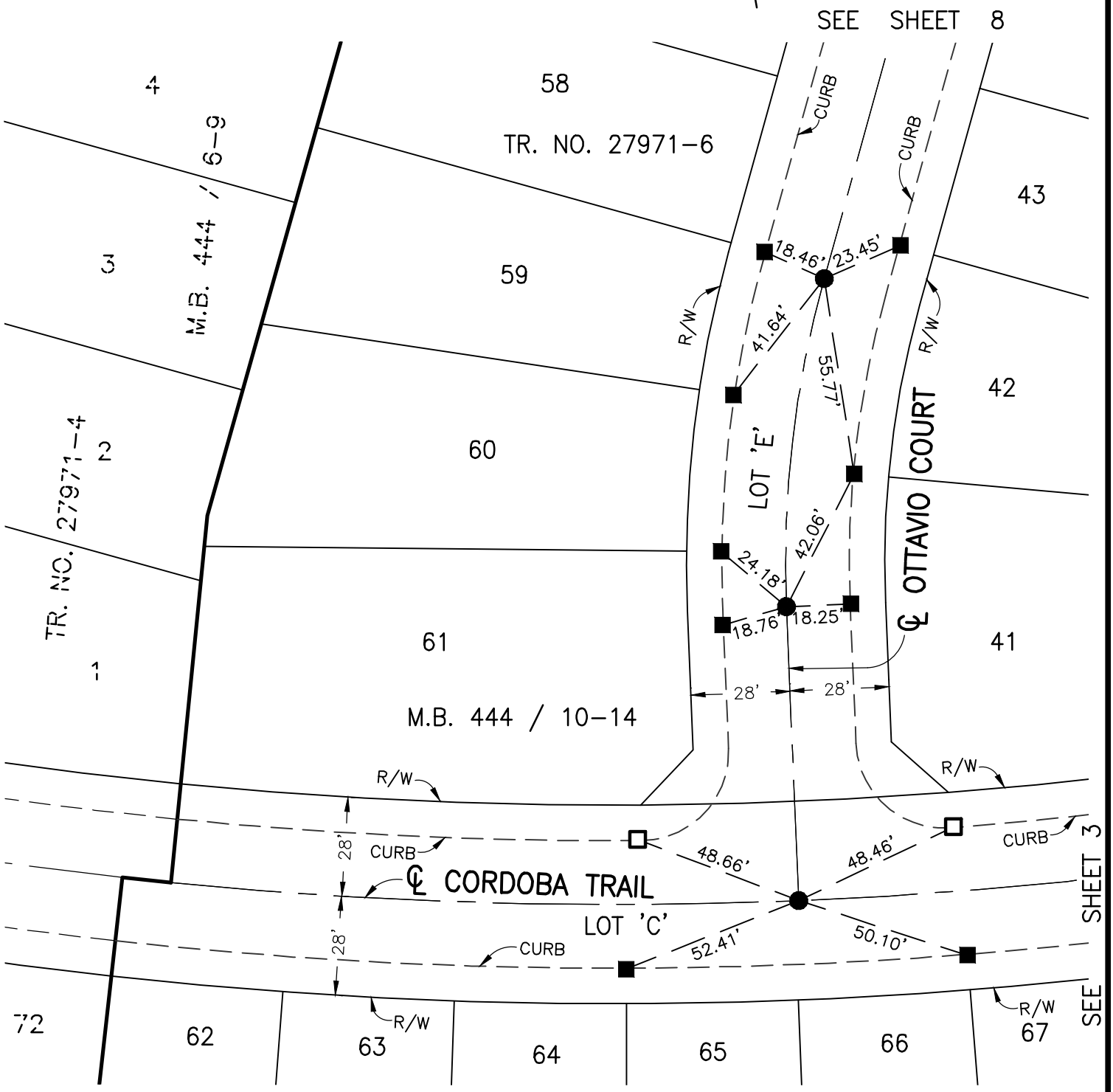
PUBLIC WORKS DEPARTMENT CITY OF BEAUMONT

FILE: 495810V-MX7165

Item 6.

LEGEND:

- ● INDICATES FD. 1" I.P. TAGGED "LS 7185", FLUSH, PER TR. NO. 27971-6, M.B. 444 / 10-14.
- ■ INDICATES FD. LEAD & TAG "LS 7185", IN TOP OF CURB, PER TR. NO. 27971-6, M.B. 444 / 10-14.
- □ INDICATES SET LEAD & TAG "LS 7185 TIE", IN TOP OF CURB.



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909-335-6116 stantec.com

CENTERLINE TIES
TRACT NO. 27971-6
M.B. 444 / 10-14

SCALE: 1" = 40'

JN: 2042 495812

DATE: 8/30/22

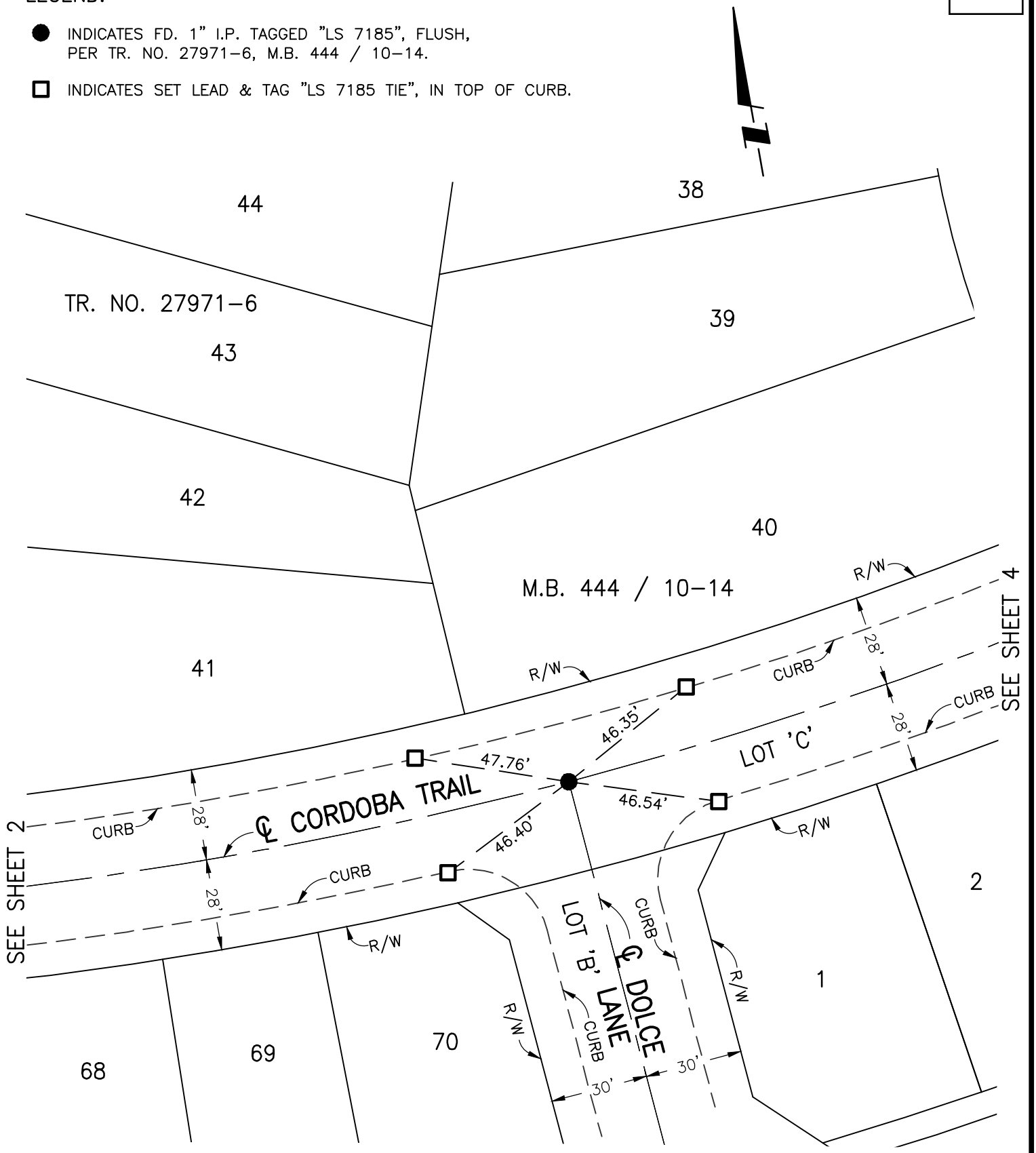
PUBLIC WORKS DEPARTMENT CITY OF BEAUMONT

FILE: 495810V-MX7100

LEGEND:

● INDICATES FD. 1" I.P. TAGGED "LS 7185", FLUSH, PER TR. NO. 27971-6, M.B. 444 / 10-14.

□ INDICATES SET LEAD & TAG "LS 7185 TIE", IN TOP OF CURB.



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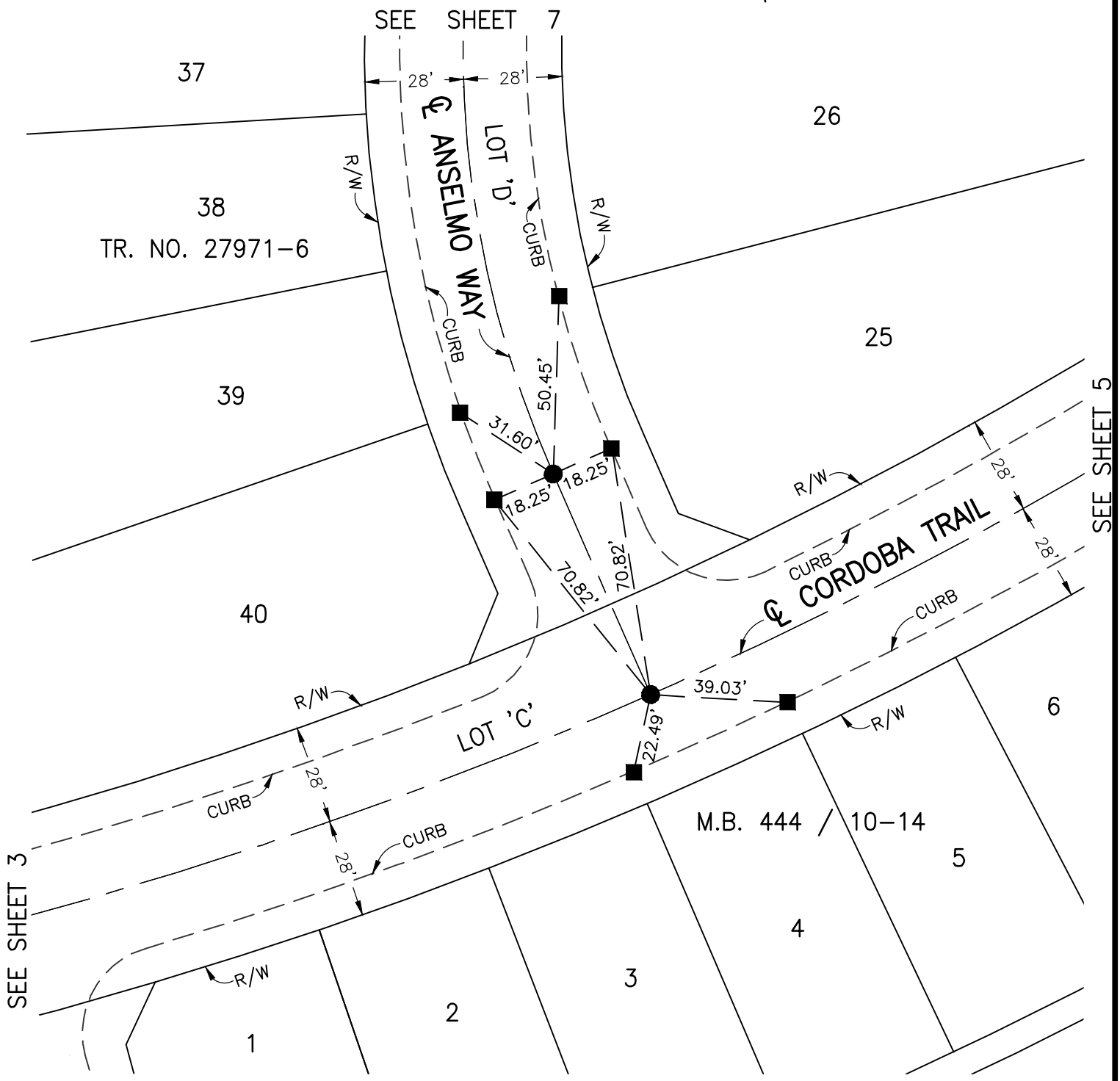

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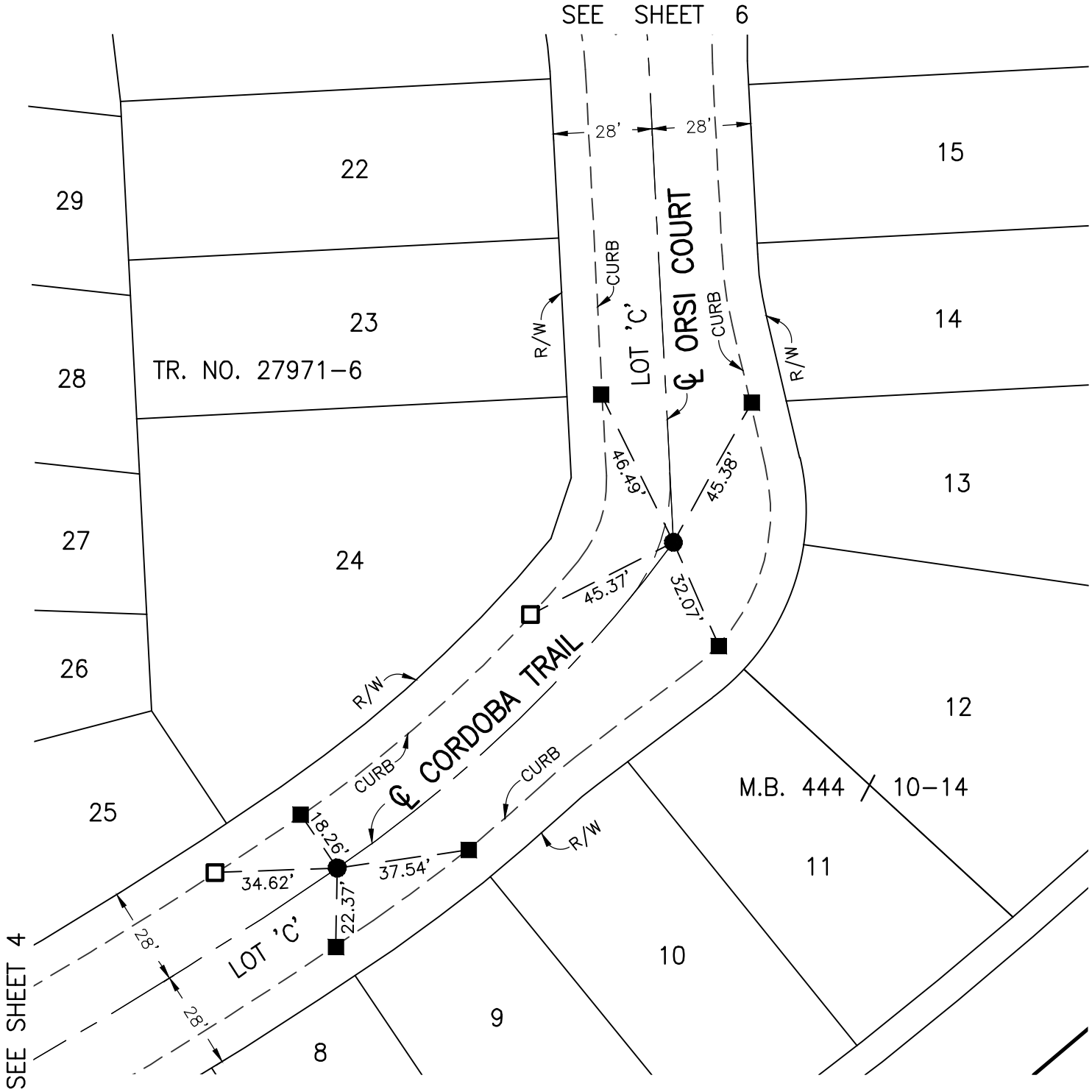

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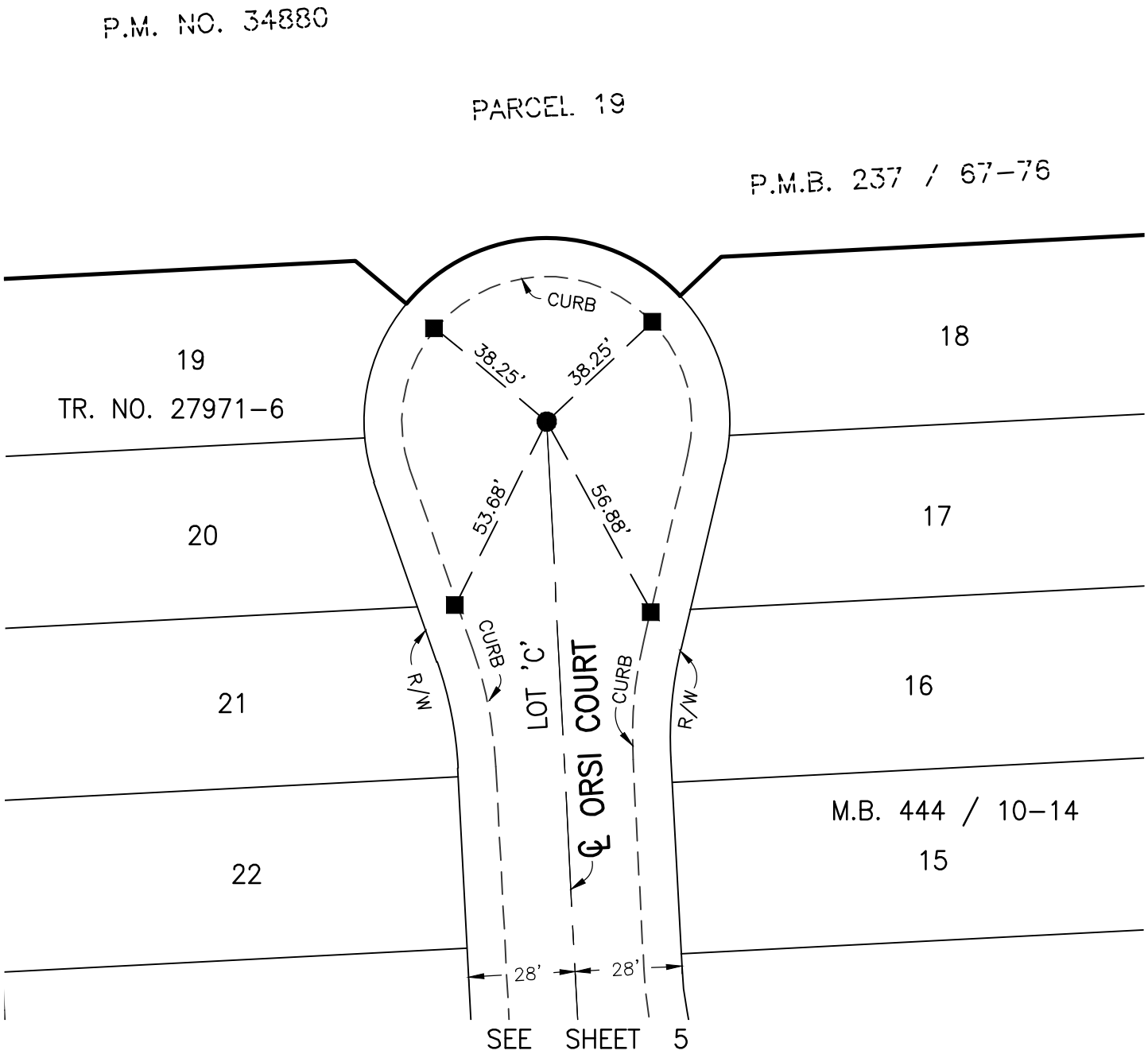

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CENTERLINE TIES
TRACT NO. 27971-6
M.B. 444 / 10-14

SCALE: 1" = 40'

JN: 2042 495812

DATE: 8/30/22

PUBLIC WORKS DEPARTMENT CITY OF BEAUMONT

FILE: 495810V-MX7-06

LEGEND:

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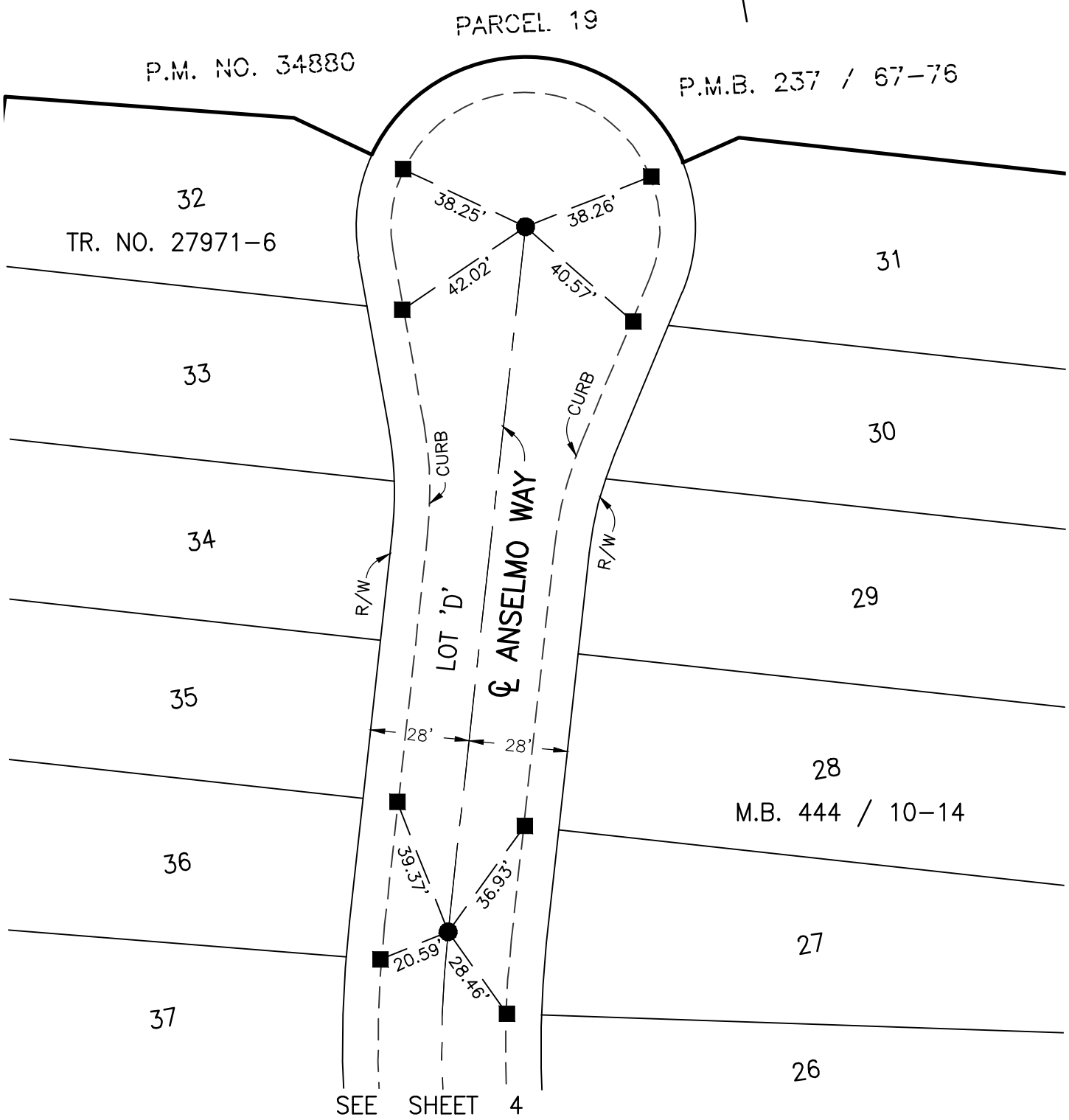

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TRACT NO. 27971-6
M.B. 444 / 10-14

SCALE: 1" = 40'

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DATE: 8/30/22

PUBLIC WORKS DEPARTMENT CITY OF BEAUMONT

FILE: 495810V-MX7-100

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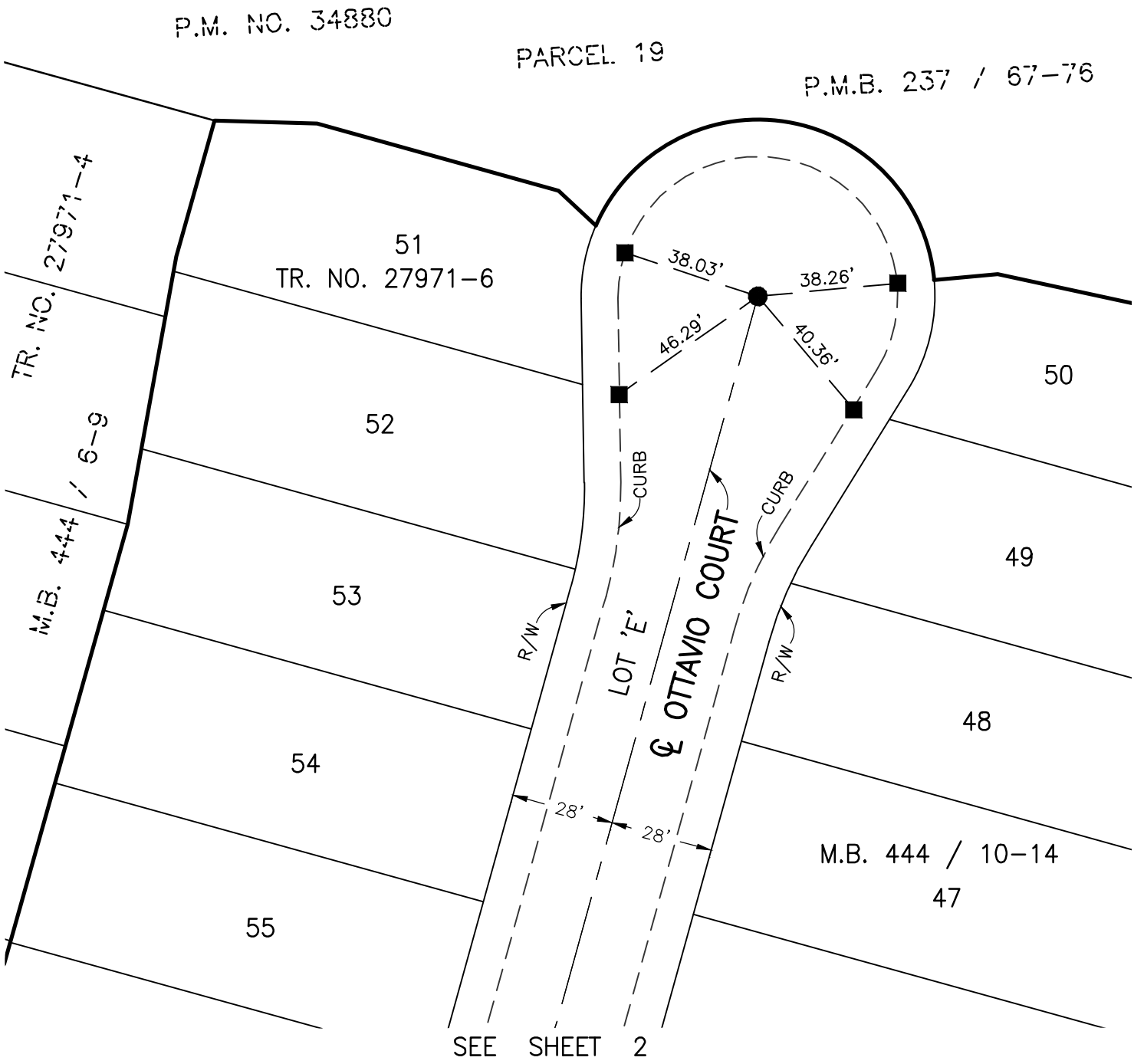

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San Bernardino, CA 92408
909-335-6116 stantec.com

CENTERLINE TIES
TRACT NO. 27971-6
M.B. 444 / 10-14

SCALE: 1" = 40'

JN: 2042 495812

DATE: 8/30/22

PUBLIC WORKS DEPARTMENT CITY OF BEAUMONT

FILE: 495810V-MX7100

City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
www.ci.beaumont.ca.us

Case No. PW2022-0923
Receipt No. R01264517
Fee $ 3,484.43
Date Paid 9/6/2022

BOND EXONERATION APPLICATION

Bond Type: ☐Performance ☐Maintenance ☒Final Monument Inspection ☐Other:_____

1. Contact's Name Darren Bolton Phone (949)309-3891

2. Contact's Address 6440 Oak Canyon #200 Irvine, CA 92618
City/State/Zip

5. Contact's E-mail cvillalobos@taylormorrison.com

3. Developer Name RSI Communities - CA, LLC Phone (949)554-2837
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address 6440 Oak Canyon #200 Irvine, CA 92618
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):
Olivewood- Final Monument Bond for TR 27971- 8
TR 27971-8 Bond #1155914

6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

Sean Doyle 8/31/22
Print Name and Sign – Contact/Applicant Date

7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.

Sean Doyle 8/31/22
Print Name and Sign – Contact/Applicant Date

8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.
   - Remove and replace concrete and AC as needed where lifting.
   - Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
   - Provide Type II slurry coat for all road surfaces.
   - Restore/Verify pavement striping/markings.
   - Restore/Verify blue dots and signage as needed.
   - Clean and camera sewer. Provide report and video copy of camera survey.
   - Provide all final geotechnical reports.
   - Provide Engineers' certification for line and grade within Right-of-Way.
   - Provide Landscape Architects Certification as required.

Sean Doyle 8/31/22

Print Name and Sign – Contact/Applicant Date

Basic Gov (Sales Force) # 2081
File # _____

Item 6.

Bond #1155914
Premium: $482.00/2 yrs.

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and **RSI Communities - California LLC, a Delaware limited liability company** (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map, #27971-8 dated_____, 20 , whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, No.27971-8, which is hereby incorporated herein and made a part hereof; and **Final Monumentation**.

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Lexon Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of **Thirty-Three Thousand Five Hundred & N0/100ths ($33,500.00)** lawful money of the United States, for the payment of which sum well and truly to 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 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 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, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations 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 or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 1st, 20 18.

PRINCIPAL:

RSI Communities - California LLC,
a Delaware limited liability company

By _____

Title Darius Fatakia
Vice President Land Development

SURETY:

Lexon Insurance Company

By _____

Title Beata A. Sensi, Attorney-in-Fact

ALL- PURPOSE
CERTIFICATE OF 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 Orange }

On March 1, 2018 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Beata A. Sensi,
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.

SUSAN E. MORALES
COMM. # 2101798
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2019

Susan E. Morales
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT "B"

Bond #1155914
Premium included with the Performance Bond

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and **RSI Communities - California LLC, a Delaware limited liability company** (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map #27971-8 , dated_____, 20 , whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, No. 27971-8, which is hereby incorporated herein and made a part hereof; and **Final Monumentation**.

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Section 8000, et seq., of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of **Thirty-Three Thousand Five Hundred & N0/100ths ($33,500.00)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the 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 in successfully enforcing this 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 that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., 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.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 1st, 20 18 .

PRINCIPAL:

RSI Communities - California LLC,
a Delaware limited liability company

By_____

Title **Darius Fatakia**
Vice President Land Development

SURETY:

American Contractors Indemnity Company

By_____

Title Beata A. Sensi, Attorney-in-Fact

ALL- PURPOSE
CERTIFICATE OF 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 Orange }

On March 1, 2018 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Beata A. Sensi,
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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

SUSAN E. MORALES
COMM. # 2101798
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2019

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Item 6.

POWER OF ATTORNEY

LX- 319031

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Todd M. Rohm, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Shane Wolf its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $5,000,000.00, Five Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1954 STATE OF TEXAS

LEXON INSURANCE COMPANY

BY _____
David E. Campbell
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

AMY TAYLOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY _____
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this _____ Day of _____, 20 MAR - 1 2018

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1954 STATE OF TEXAS

BY _____
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

Stantec Consulting Services Inc.
735 East Carnegie Drive Suite 280, San Bernardino CA 92408-3588

August 30, 2022
File: 2042 495812

Robert Vestal
City of Beaumont
Public Works Department
550 E. 6th Street
Beaumont, CA 92223

Reference: Final Monuments – Tract No. 27971-8

Dear Robert,

Please be advised that the final monuments for Tract No. 27971-8 have been set. The centerline ties for this map are enclosed for your review and approval.

The developer has compensated us for the setting of these monuments. Please release the monument bond or cash deposit for this map.

Thank you for your help in this matter.

Regards,

Stantec Consulting Services Inc.

Ray E. Mansur, PLS
Senior Principal, Geospatial Services
Phone: (949) 923-6012
Ray.Mansur@stantec.com

\\US0328-PPFSS01\workgroup\2042\active\2042495810\record\mapping\cl_ties\tr27971-8

2014-0488926
Original

444
20

SHEET 1 OF 5 SHEETS

NUMBER OF LOTS: 83
NUMBER OF LETTERED LOTS : 7
ACREAGE OF LOTS: 14.10 AC.
ACREAGE OF LETTERED LOTS: 5.42 AC.
TOTAL ACREAGE: 19.52 AC.

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 27971-8

BEING A DIVISION OF PARCEL 8 AND LOTS 'S', 'T' AND 'U' OF PARCEL MAP NO. 34880, RECORDED IN BOOK 237, PAGES 67 THROUGH 76 INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

FEBRUARY, 2014 STANTEC CONSULTING INC.

RECORDER'S STATEMENT

FILED THIS 23rd DAY OF December, 2014, AT 8:23 a.M. IN BOOK 444 OF MAPS, AT PAGES 20-24, AT THE REQUEST OF THE CITY CLERK OF THE CITY OF BEAUMONT.

NO. 2014-0488926

FEE $18.00

LARRY W. WARD
ASSESSOR – COUNTY CLERK – RECORDER

BY: _____, DEPUTY

SUBDIVISION GUARANTEE: FIDELITY NATIONAL TITLE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY DEDICATE TO THE CITY OF BEAUMONT, FOR STREET AND PUBLIC UTILITY PURPOSES, LOT "A" (HEARTLAND PARKWAY SOUTH), LOT 'B' (HARTFORD LANE), LOT 'C' (HOPEWELL TRAIL), LOT 'D' (HARTFORD LANE), LOT 'E' (CARSON WAY), AND LOT 'F' (AMHERST WAY), AND LOT 'G' (AMHERST WAY).

WE HEREBY RETAIN LOTS 81 THROUGH 83 INCLUSIVE, FOR COMMON OPEN SPACE AND LANDSCAPE MAINTENANCE, AS SHOWN HEREON, TO OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT.

LV HEARTLAND LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
Jonas Stikliorius
Authorized Signatory

TRUSTEE'S STATEMENT

FIDELITY NATIONAL TITLE INSURANCE COMPANY, AS TRUSTEE UNDER DEED OF TRUST RECORDED JULY 31, 2006 AS INSTRUMENT NO. 2006-557501, OF OFFICIAL RECORDS, AN INSTRUMENT ENTITLED "SECOND AMENDED AND RESTATED CONSTRUCTION DEED OF TRUST AND FIXTURE FILING" RECORDED OCTOBER 04, 2007 AS INSTRUMENT NO. 2007-0619882, OF OFFICIAL RECORDS.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

BY: _____
ART CHEYNE
SENIOR VICE PRESIDENT

NOTARY ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

ON June 17, 2014 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED
Jonas Stikliorius

PERSONALLY KNOWN TO ME (OR 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(IES) UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

MY COMMISSION EXPIRES July 23, 2015

NOTARY PUBLIC
DEANNA EMILIO

DEANNA EMILIO
Notary Public, State of New York
No. 01EM6171062
Qualified in New York County
Term Expires July 23, 2015

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $_____, HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED:_____, 20__

CASH OR SURETY TAX BOND
DON KENT
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

1. SOUTHERN PACIFIC PIPELINES, A CORPORATION, HOLDER OF: AN EASEMENT FOR PIPELINES AS RECORDED JUNE 16, 1955 AS INSTRUMENT NO. 39399 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY. THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD.

GEOTECHNICAL REPORT NOTE:

PRELIMINARY GEOTECHNICAL INVESTIGATION REPORT FOR TENTATIVE TRACT MAP NO. 27971 DATED OCTOBER 6, 2006 AS PROJECT NO. 700136 WAS PREPARED BY PACIFIC SOILS ENGINEERING, INC. AS REQUIRED BY SECTIONS 17853 OF THE CALIFORNIA HEALTH AND SAFETY CODE AND IS REQUIRED BY SECTION 66434.5 OF THE CALIFORNIA GOVERNMENT CODE. A COPY OF SAID REPORT IS ON FILE FOR PUBLIC INSPECTION IN THE CITY ENGINEERS OFFICE.

NOTARY ACKNOWLEDGMENT

STATE OF Calif.)
COUNTY OF Orange)

ON Aug. 21, 2014 BEFORE ME Dena Marie Scavel, Notary Public
PERSONALLY APPEARED Art Cheyne

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 THE TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE

Dena Marie Scavel
(PRINT NAME)

MY COMMISSION EXPIRES Aug. 24, 2015
MY PRINCIPAL PLACE OF BUSINESS IS Orange COUNTY.

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, ~~EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE $_____~~.

DATED: October 21, 2014

DON KENT, COUNTY TAX COLLECTOR

BY: _____, DEPUTY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LV HEARTLAND, LLC ON FEBRUARY, 2014. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED: June 12, 2014

RAY E. MANSUR, P.L.S. 7185

PROFESSIONAL LAND SURVEYOR
RAY E. MANSUR
NO. 7185
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE AMENDED TENTATIVE MAP OF TRACT NO. 27971, BY THE BEAUMONT CITY COUNCIL ON AUGUST 2, 2005, AND ANY APPROVED ALTERATION THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF TITLE 16 OF THE BEAUMONT MUNICIPAL CODE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPILED WITH; THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT; THAT THE PLANS FOR THE DRAINS, DRAINAGE WORKS, AND SEWERS SUFFICIENT TO PROTECT ALL LOTS IN THE SUBDIVISION FROM FLOODS HAVE BEEN APPROVED; THAT A COMPLETE SET OF PLANS FOR THE CONSTRUCTION OF ALL REQUIRED IMPROVEMENTS HAS BEEN FILED WITH THE COMMUNITY DEVELOPMENT DEPARTMENT AND THAT THE SAME HAVE BEEN CHECKED AND APPROVED; AND THAT ALL IMPROVEMENTS HAVE BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS OR THAT THE SUBDIVIDER HAS ENTERED INTO AGREEMENT WITH THE CITY OF BEAUMONT COVERING COMPLETION OF ALL IMPROVEMENTS AND SPECIFYING THE TIME FOR COMPLETING THE SAME AS MAY BE REQUIRED BY CONDITIONS OF APPROVAL DATED AUGUST 2, 2005.

FOR: DEEPAK MOORJANI, R.C.E. 51047,
CITY ENGINEER, CITY OF BEAUMONT

DATED: 2 OCTOBER, 2014

BY: _____
DENNIS W. JANDA, P.L.S. 6359
EXPIRES 12/31/2014

PROFESSIONAL LAND SURVEYOR
DENNIS WAYNE JANDA
No. 6359
STATE OF CALIFORNIA

BEAUMONT CITY COUNCIL CERTIFICATE

I HEREBY CERTIFY THAT THIS MAP WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT ON 16th DAY OF December, 2014, AND THAT THE OFFERS OF DEDICATIONS DEPICTED HEREON WERE NOT ACCEPTED. THE CITY COUNCIL MAY, HOWEVER, BY RESOLUTION AT ANY LATER DATE, AND WITHOUT FURTHER ACTION BY THE SUBDIVIDER, RESCIND ITS ACTION AND ACCEPT THE FOLLOWING DEDICATION(S) AND IMPROVEMENTS FOR PUBLIC USE, WHICH ACCEPTANCE SHALL BE RECORDED IN THE RIVERSIDE COUNTY RECORDER.

FOR STREET AND PUBLIC UTILITY PURPOSES LOT "A" (HEARTLAND PARKWAY SOUTH), LOT 'B' (HARTFORD LANE), LOT 'C' (HOPEWELL TRAIL), LOT 'D' (HARTFORD LANE), LOT 'E' (CARSON WAY), AND LOT 'F' (AMHERST WAY), AND LOT 'G' (AMHERST WAY).

DATED: 12-18, 2014

(Deputy)
CITY CLERK, CITY OF BEAUMONT
RIVERSIDE COUNTY, CALIFORNIA

2014-0488926
Original
444
21

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 2 OF 5 SHEETS

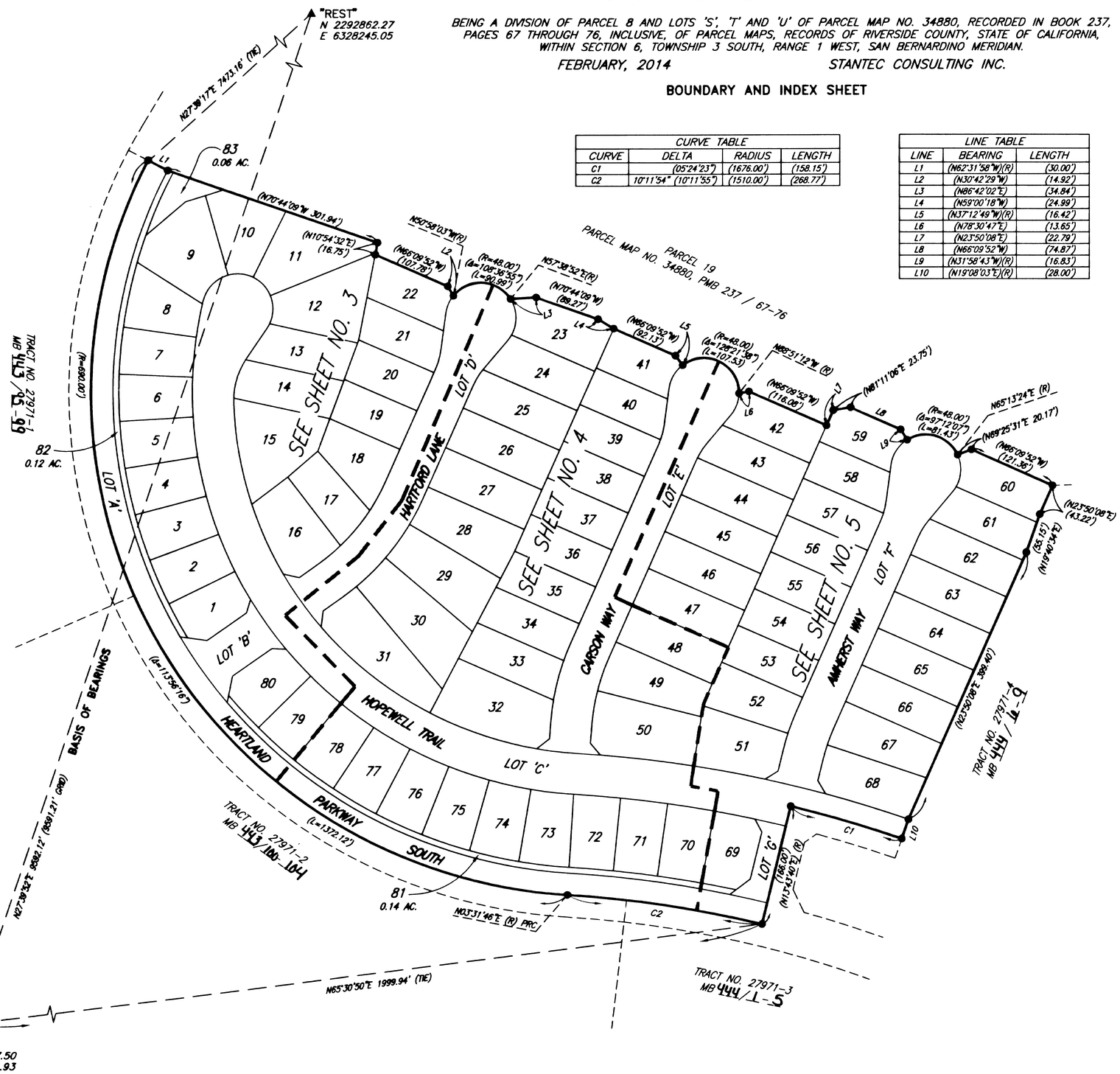
TRACT NO. 27971-8

BEING A DIVISION OF PARCEL 8 AND LOTS 'S', 'T' AND 'U' OF PARCEL MAP NO. 34880, RECORDED IN BOOK 237, PAGES 67 THROUGH 76, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

FEBRUARY, 2014

STANTEC CONSULTING INC.

BOUNDARY AND INDEX SHEET



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	(05°24'23")	(1676.00')	(158.15')
C2	10°11'54" (10°11'55")	(1510.00')	(268.77')

LINE TABLE		
LINE	BEARING	LENGTH
L1	(N62°31'58"W)(R)	(30.00')
L2	(N30°42'29"W)	(14.92')
L3	(N86°42'02"E)	(34.84')
L4	(N59°00'18"W)	(24.99')
L5	(N37°12'49"W)(R)	(16.42')
L6	(N78°30'47"E)	(13.65')
L7	(N23°50'08"E)	(22.79')
L8	(N66°09'52"W)	(74.87')
L9	(N31°58'43"W)(R)	(16.83')
L10	(N19°08'03"E)(R)	(28.00')

VICINITY MAP
N.T.S.

GRAPHIC SCALE

0 50 100 200

(IN FEET)
1 inch = 100 ft.

EASEMENT NOTE

THE EXACT LOCATIONS OF FOLLOWING EASEMENTS ARE NOT DISCLOSED FROM RECORDS:

AN EASEMENT IN FAVOR OF SOUTHERN PACIFIC PIPELINES FOR PIPELINES AS RECORDED JUNE 16, 1955 AS INSTRUMENT NO. 39399 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS83, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "RABBIT" AND "REST", NAD 83(2002) AS SHOWN HEREON, HAVING A GRID BEARING OF N 27°39'52" E. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.999904925. CALCULATIONS ARE MADE AT STATION RABBIT WITH COORDINATES N 2284367.50 E 6323791.93, USING AN ELEVATION OF 2366.92 FEET.

1) CONTROL STATION "RABBIT"
NATIONAL GEODETIC SURVEY, CALIFORNIA DIVISION OF HIGHWAYS DISK SET IN TOP OF CONCRETE STAMPED "RABBIT". HORIZONTAL ORDER = SECOND. HORIZONTAL DATUM IS NAD 83.
N 2284367.50 E 6323791.93

2) CONTROL STATION "REST"
NATIONAL GEODETIC SURVEY, CALIFORNIA DIVISION OF HIGHWAYS DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972". HORIZONTAL ORDER = SECOND, VERTICAL ORDER = FIRST, CLASS II. HORIZONTAL DATUM IS NAD 83.
N 2292862.27 E 6328245.05

SURVEYOR'S NOTES

1. TRACT NO. 27971-8 CONTAINS 19.52 ACRES, GROSS.
2. TRACT NO. 27971-8 CONTAINS 83 NUMBERED LOTS AND LETTERED LOTS "A" THROUGH "G" (STREETS).
3. BUILDING SETBACKS SHALL CONFORM TO EXISTING ZONING REGULATIONS.

○ INDICATES SET 1" I.P. W/PLASTIC PLUG, "LS 7185", FLUSH.

● INDICATES FD 1" IP W/PLASTIC PLUG STAMPED LS 7185, PER PM 34880, PMB 237 / 67-76, FLUSH, UNLESS NOTED OTHERWISE.

( ) INDICATES RECORD AND MEASURED DATA PER PM 34880, PMB 237 / 67-76.

SET 1" I.P. W/PLUG, "LS 7185" (RIV. CO. STD. "A" MON.) OR LEAD AND TAG, "LS 7185", IN CONCRETE, (RIV. CO. STD. "E" MON.) AT ALL REAR LOT CORNERS AND CORNER CUTBACKS, FLUSH, UNLESS OTHERWISE NOTED.

SET LEAD AND TAG, "LS 7185", IN TOP OF CURB (RIV. CO. STD. "E" MON.) IN LIEU OF FRONT LOT CORNERS ON SIDE LOT LINES PROJECTED AND FOR E.C.'S AND B.C.'S PROJECTED PERPENDICULAR OR RADIAL FROM PROPERTY LINE, UNLESS OTHERWISE NOTED.

ALL MONUMENTS ARE SET ACCORDING TO RIVERSIDE COUNTY ORDINANCE NO. 461.9

SEE SHEET 2 FOR SURVEYOR'S AND EASEMENT NOTES

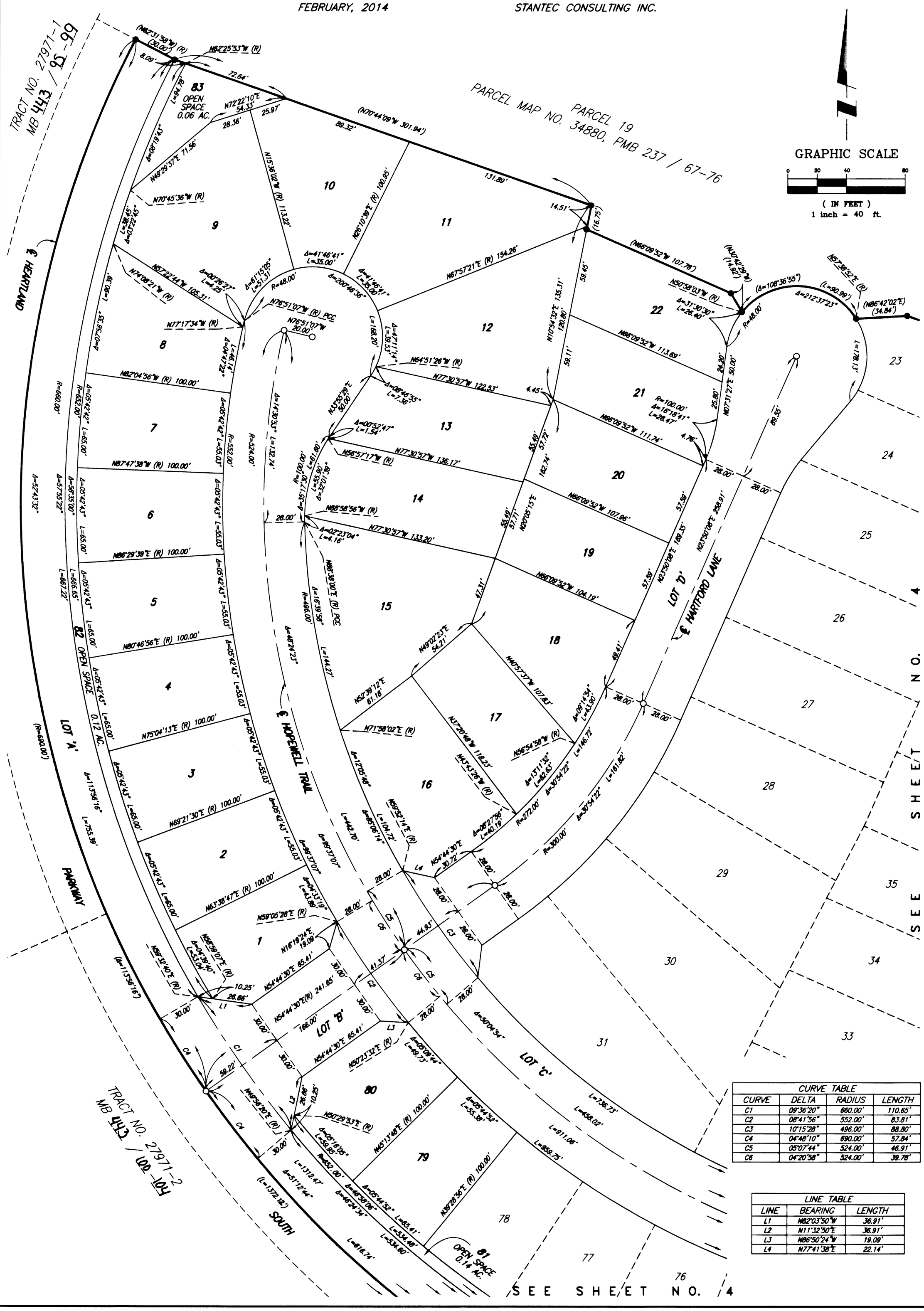
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 27971-8

BEING A DIVISION OF PARCEL 8 AND LOTS 'S', 'T' AND 'U' OF PARCEL MAP NO. 34880, RECORDED IN BOOK 237, PAGES 67 THROUGH 76, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

FEBRUARY, 2014

STANTEC CONSULTING INC.



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	09°36'20"	660.00'	110.65'
C2	08°41'56"	552.00'	83.81'
C3	10°15'28"	496.00'	88.80'
C4	04°48'10"	690.00'	57.84'
C5	05°07'44"	524.00'	46.91'
C6	04°20'58"	524.00'	39.78'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N82°03'50"W	36.91'
L2	N11°32'50"E	36.91'
L3	N86°50'24"W	19.09'
L4	N77°41'38"E	22.14'

SEE SHEET 2 FOR SURVEYOR'S AND EASEMENT NOTES

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 4 OF 5 SHEETS

TRACT NO. 27971-8

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FEBRUARY, 2014

STANTEC CONSULTING INC.

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	06°15'35"	496.00'	54.19'
C2	01°07'01"	1704.00'	33.22'
C3	01°07'01"	1676.00'	32.67'
C4	01°07'50"	524.00'	10.34'
C5	05°07'44"	524.00'	46.91'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N52°13'28"E	22.14'
L2	N40°20'48"W	21.22'
L3	N07°10'38"W	22.14'

GRAPHIC SCALE

0 20 40 80

(IN FEET)
1 inch = 40 ft.

PARCEL MAP NO. 34880, PMB 237 / 67-76

PARCEL 19

SEE SHEET 3

SEE SHEET 5

℄ HARTFORD LANE

LOT 'D'

℄ CARSON WAY

LOT 'E'

℄ HOPEWELL TRAIL

LOT 'C'

LOT 'A'

OPEN SPACE 0.14 AC.

℄ HEARTLAND PARKWAY SOUTH

TRACT NO. 27971-2
MB 443 / 100-104

Item 6.

SEE SHEET 2 FOR SURVEYOR'S AND EASEMENT NOTES

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 5 OF 5 SHEETS

TRACT NO. 27971-8

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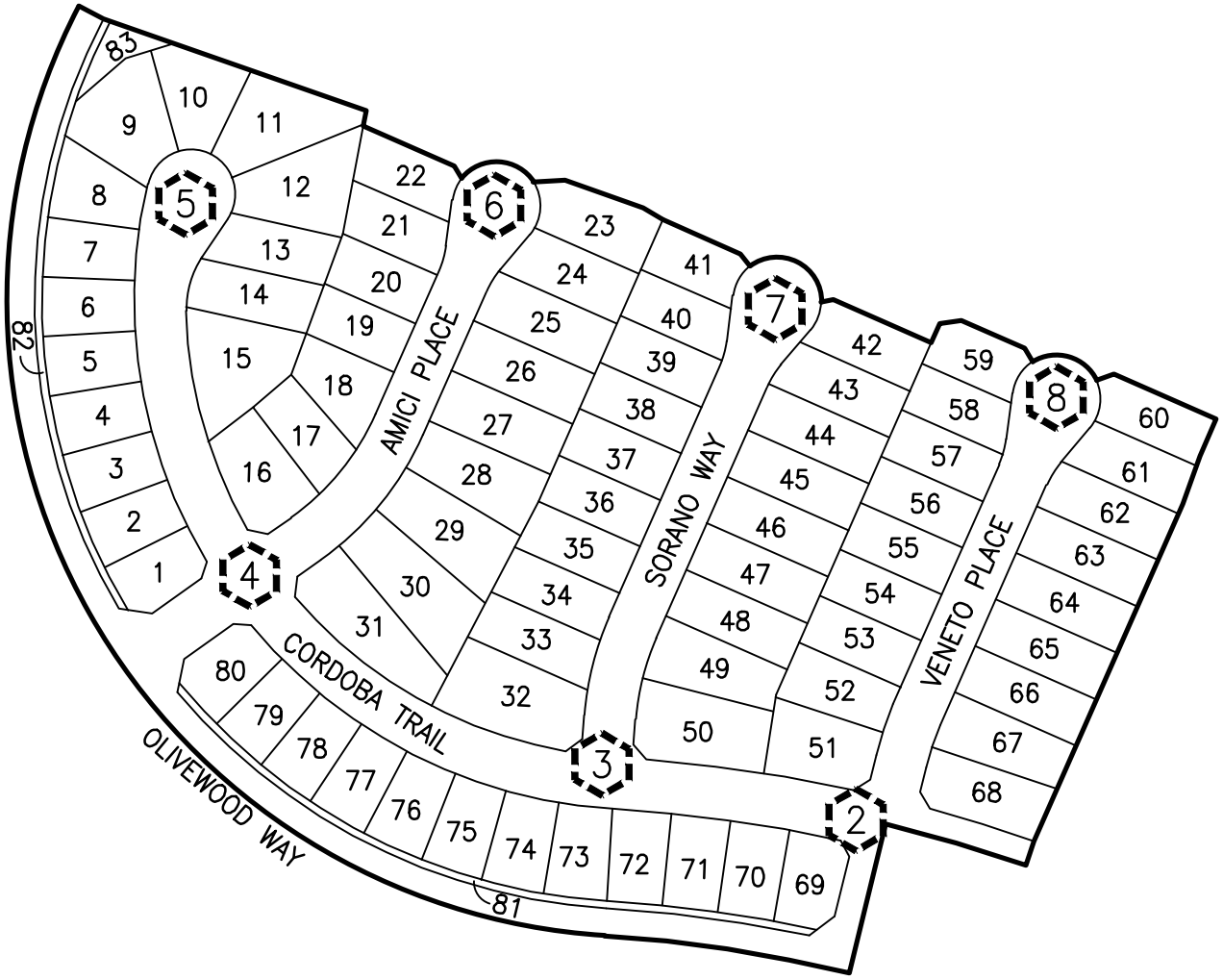
FEBRUARY, 2014

STANTEC CONSULTING INC.

BOUNDARY AND INDEX SHEET

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	01°56'17"	1540.00'	52.09'
C2	02°52'01"	1704.00'	85.26'
C3	01°56'17"	1510.00'	51.08'
C4	01°30'32"	1676.00'	44.14'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N53°01'41"E	34.87'
L2	N58°00'40"E	20.95'
L3	N30°33'19"W	20.95'



PROFESSIONAL LAND SURVEYOR
RAY E. MANSUR
NO. 7185
STATE OF CALIFORNIA

RAY E. MANSUR, P.L.S. 7185

INDEX MAP

(#) INDICATES SHEET NO.

Stantec
735 East Carnegie Drive, Suite 280
San Bernardino, CA 92408
909-335-6116 stantec.com

CENTERLINE TIES
TRACT NO. 27971-8
M.B. 444 / 20-24

SCALE: 1" = 200'

JN: 2042 495812

DATE: 8/30/22

PUBLIC WORKS DEPARTMENT CITY OF BEAUMONT

FILE: 495810V-MX7-103

Item 6.

LEGEND:

● INDICATES FD. 1" I.P. TAGGED "LS 7185", FLUSH, PER TR. NO. 27971-8, M.B. 444 / 20-24.

■ INDICATES FD. LEAD & TAG "LS 7185", IN TOP OF CURB, PER TR. NO. 27971-8, M.B. 444 / 20-24.

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909-335-6116 stantec.com

CENTERLINE TIES
TRACT NO. 27971-8
M.B. 444 / 20-24

SCALE: 1" = 40'

JN: 2042 495812

DATE: 8/30/22

PUBLIC WORKS DEPARTMENT CITY OF BEAUMONT

FILE: 495810V-MX7170

Item 6.

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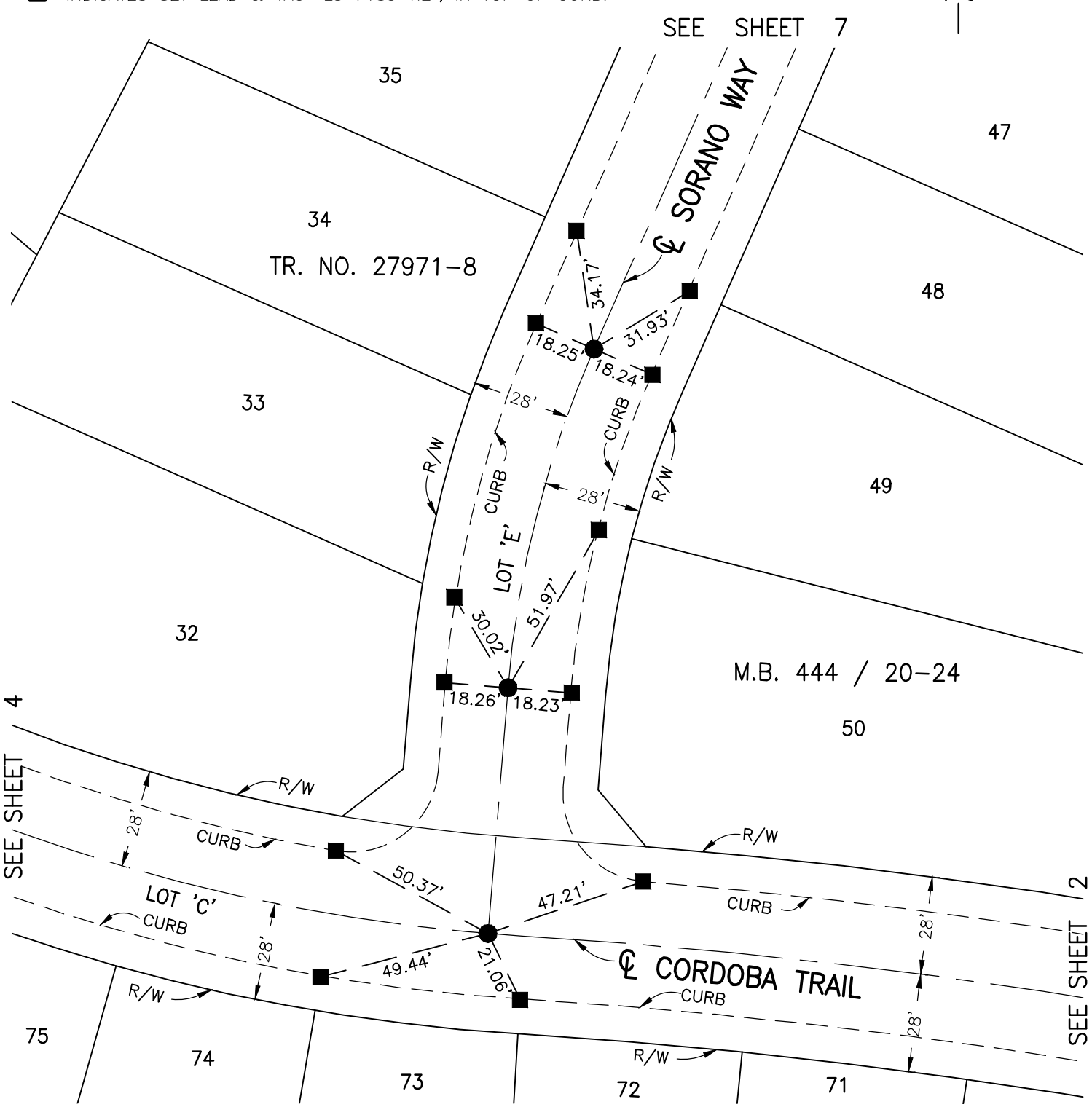

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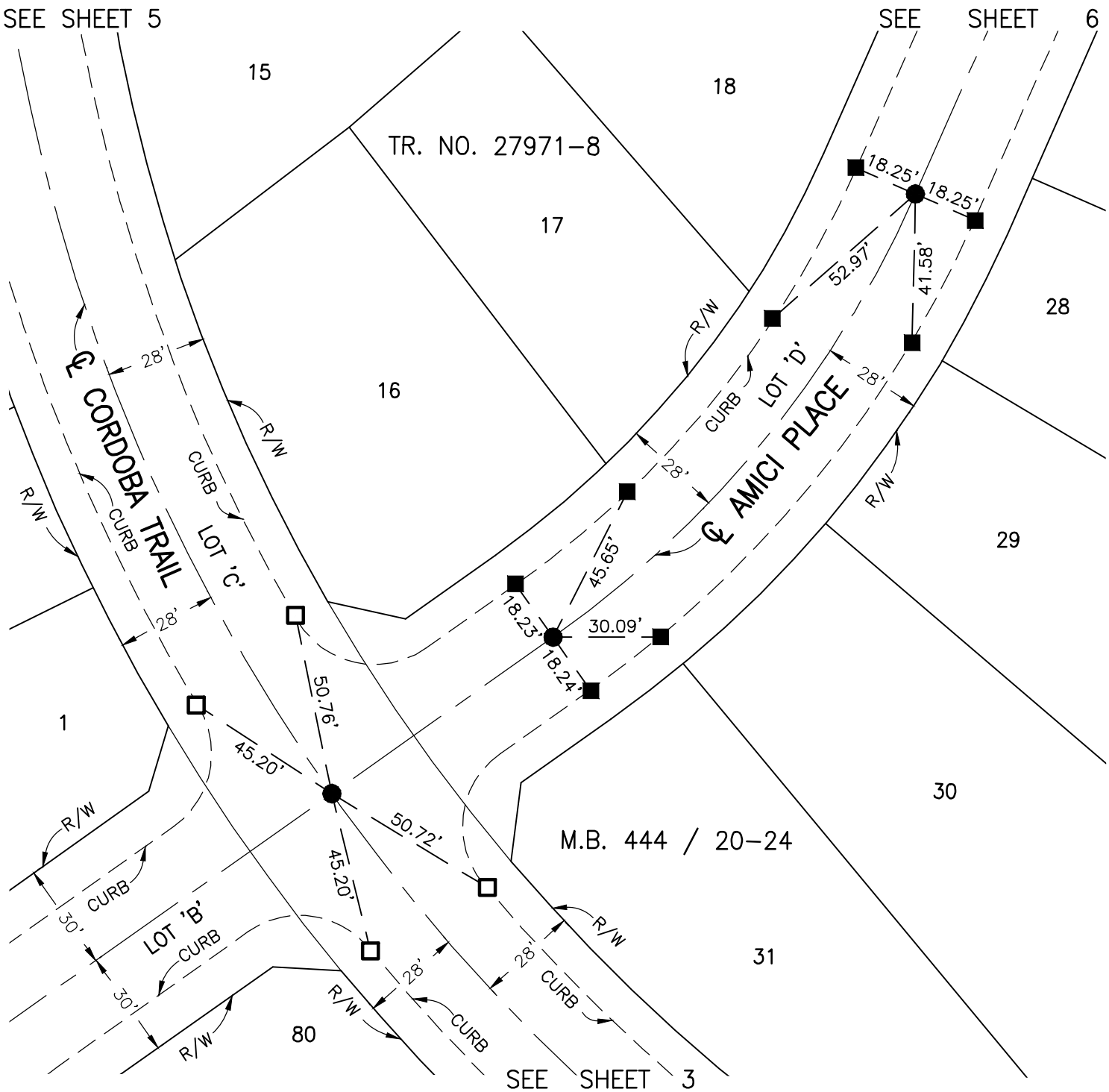

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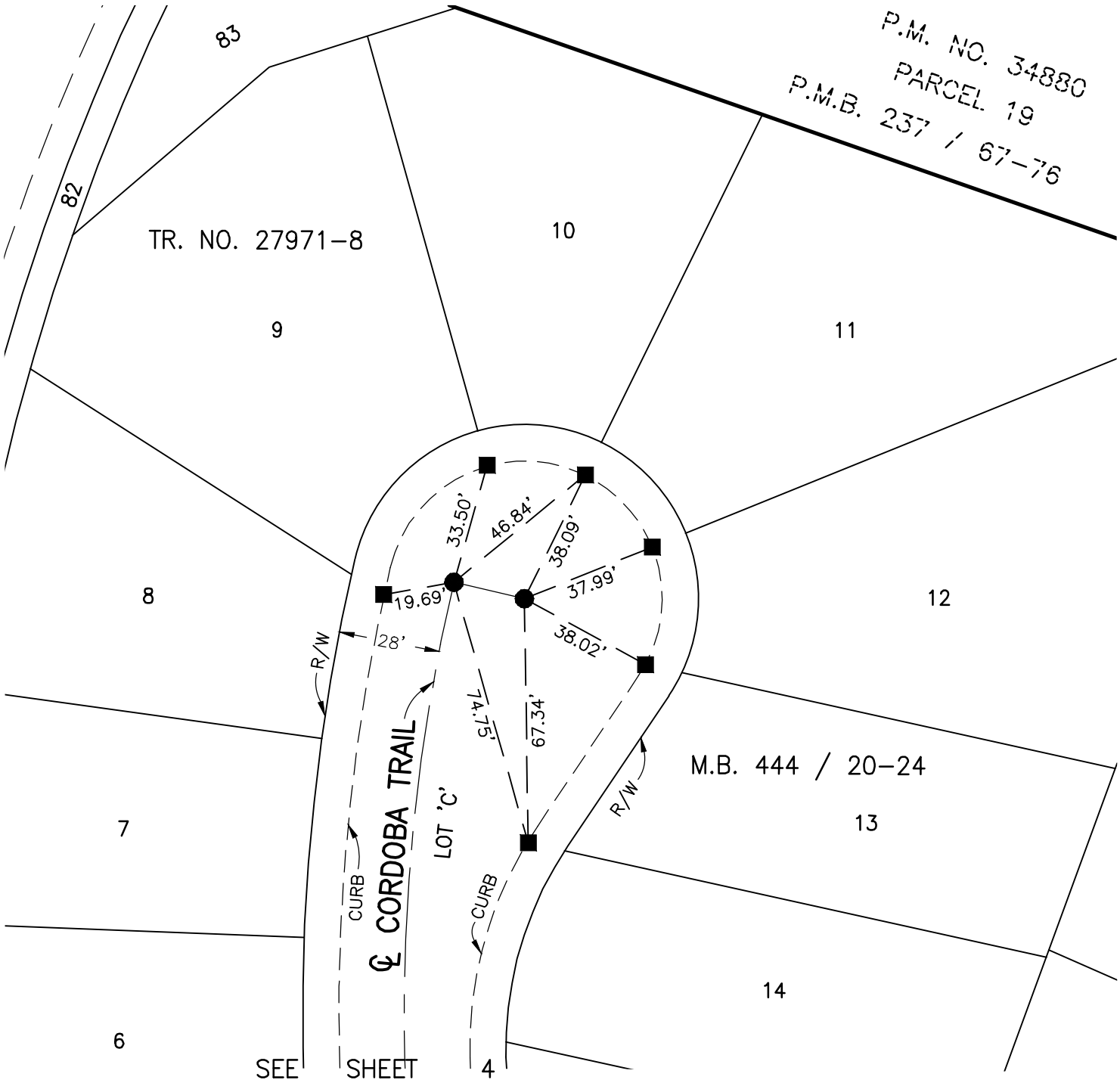

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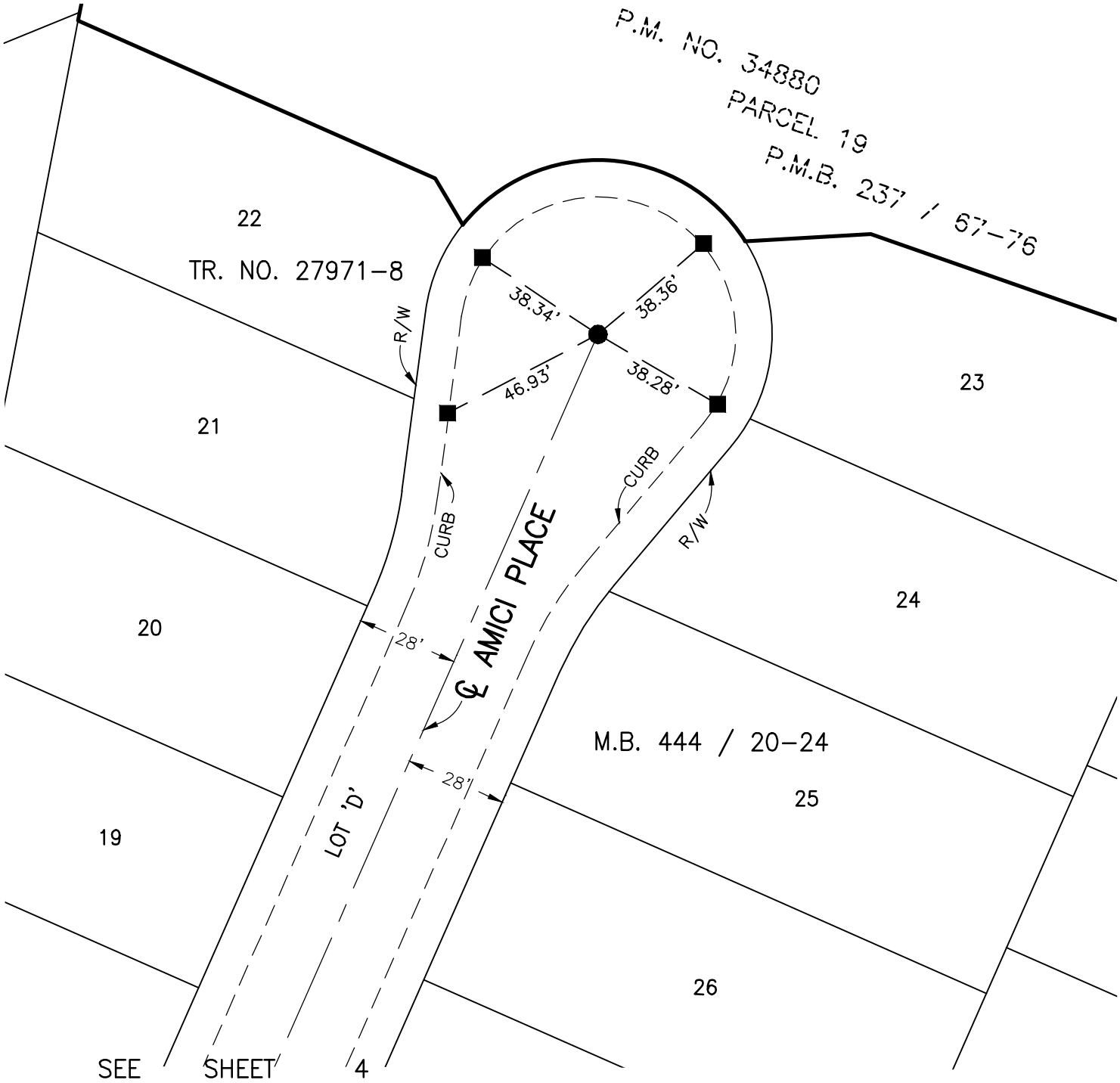

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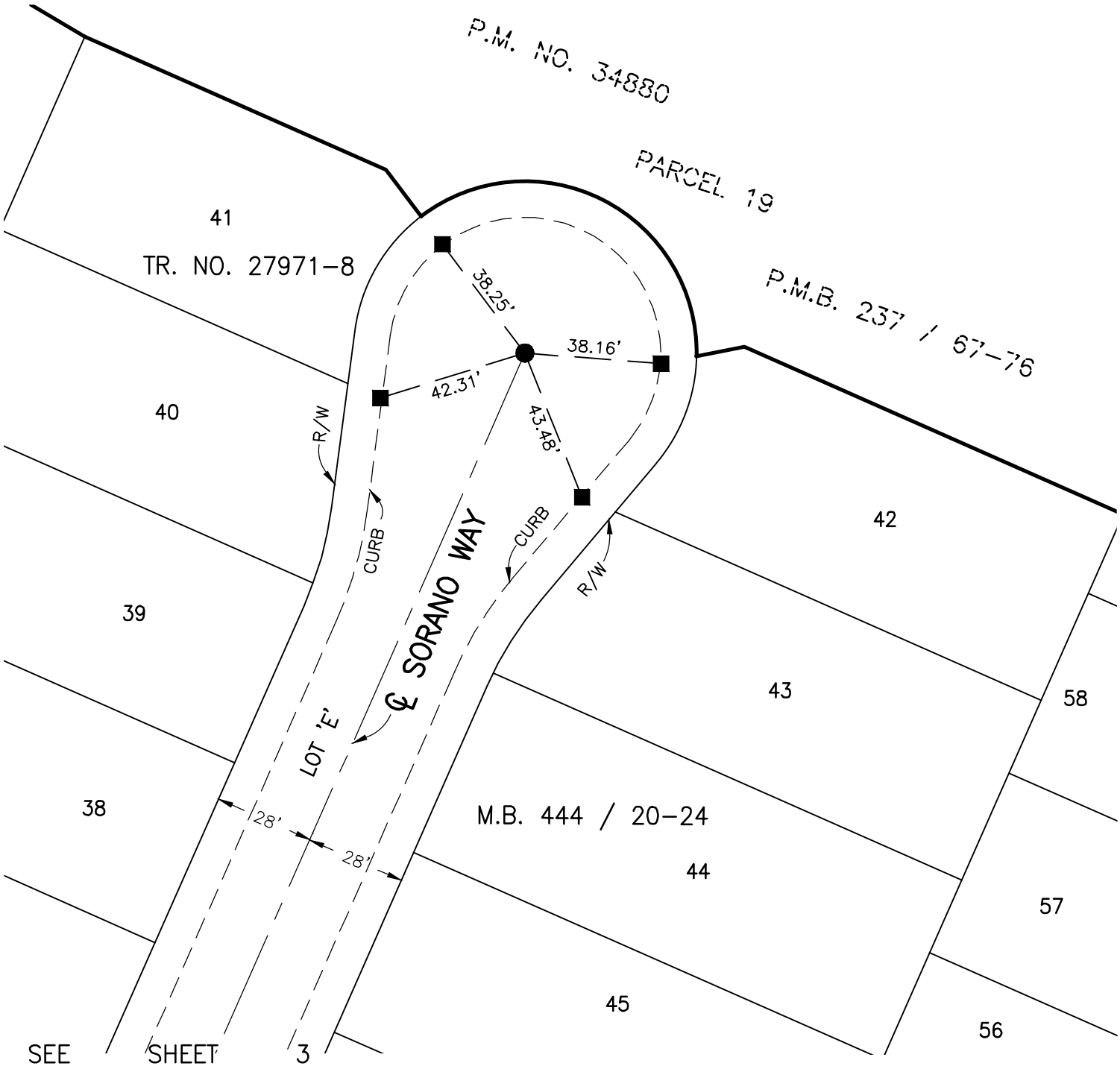

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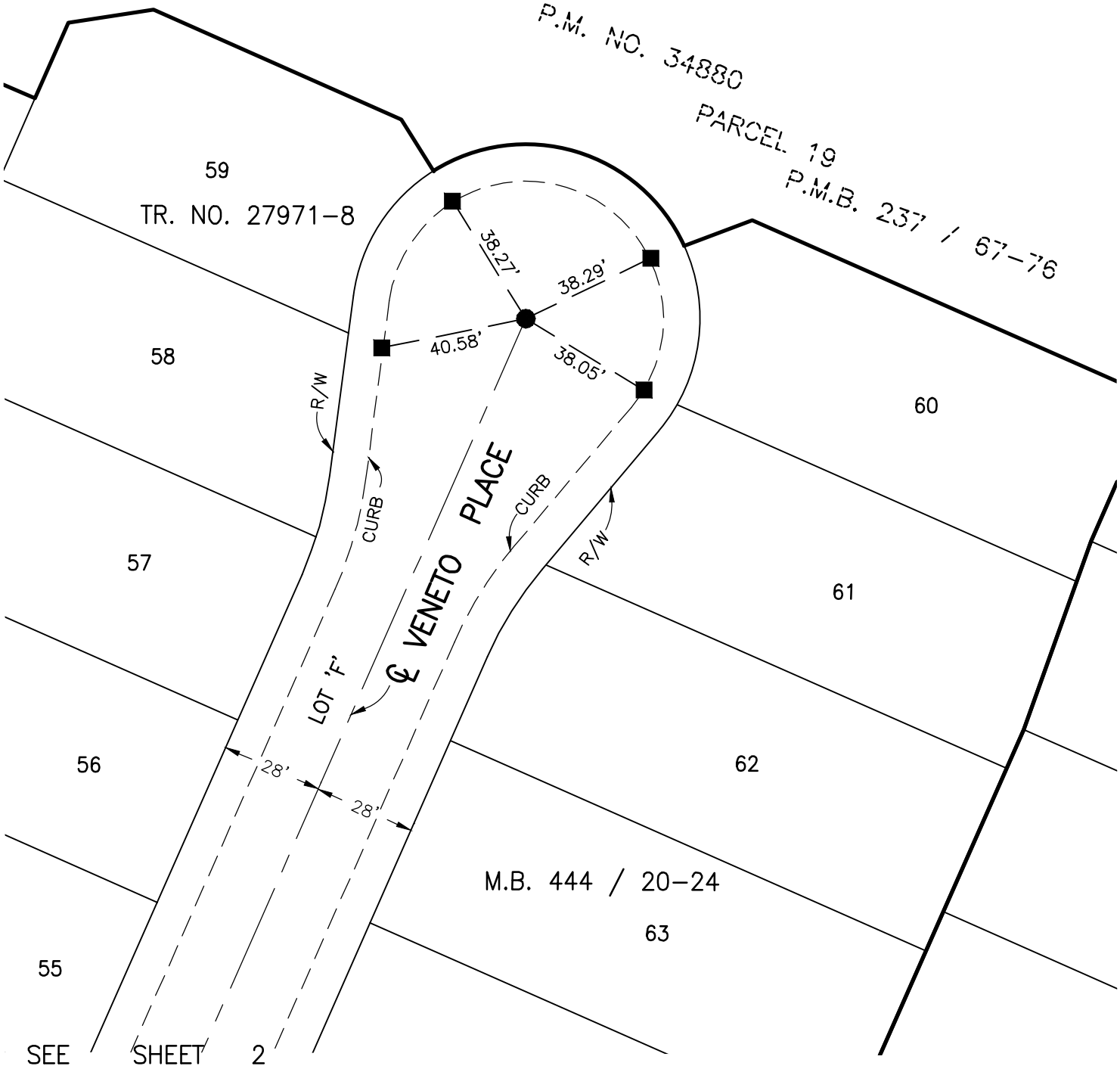

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PUBLIC WORKS DEPARTMENT CITY OF BEAUMONT

FILE: 495810V-MX7170

Staff Report

TO: City Council

FROM: Robert Vestal, Assistant Public Works Director

DATE October 4, 2022

SUBJECT: Accept Security Agreement and Performance and Payment Bonds

---

Background and Analysis:

The City requires all developers to provide security for public improvements consisting of, but not limited to, sewer, street, storm drain, utility, and survey monuments per City of Beaumont Municipal Code 16.56.010.

Curry's Mobile Home Park

On February 9, 2022, Wine Country Consulting Inc, submitted a sewer improvement plan for Curry's Mobile Home Park (Park). The Park is located near the northwest corner of Sixth Street and Xenia Avenue and has approximately 31 spaces plus a laundry facility. The Park's onsite septic system is not able to meet the demands of the Park. The intent of the sewer improvement plan is to extend an existing sewer main, approximately 300 feet, along Sixth Street, to the Park's frontage and connect to the publicly maintained sewer system. The sewer improvement plans were reviewed and approved, and the applicant paid all associated connection fees.

Fairway Canyon Sewer Lift Station

Meritage Homes of California, Inc., (Meritage), is proposing to construct the Fairway Canyon Sewer Lift Station (Lift Station) within Oak Valley and SCPGA Golf Course Specific Plan, Tentative Tract 31462. On September 6, 2022, City Council accepted an easement for the Lift Station. Meritage will construct and operate the Lift Station until the City accepts the Lift Station into the publicly maintained system. The easement is a temporary measure granting the City access to the Lift Station. Once Tract Map No. 31462-17 records with the County Recorder's Office, the easement will be superseded with a lot dedicated to the City in fee title. All plans associated with the Lift Station are

approved

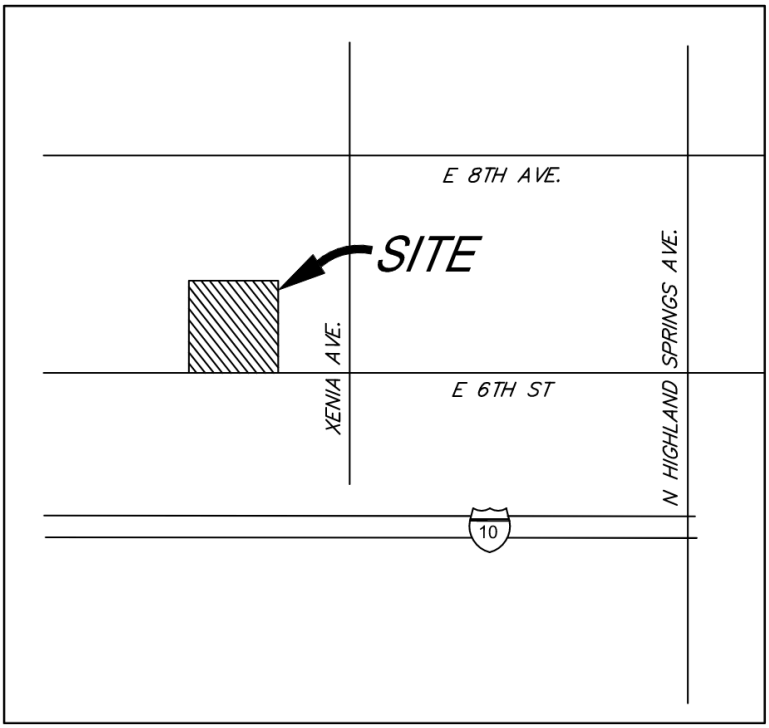

Figure 1 - Curry's MHP Location

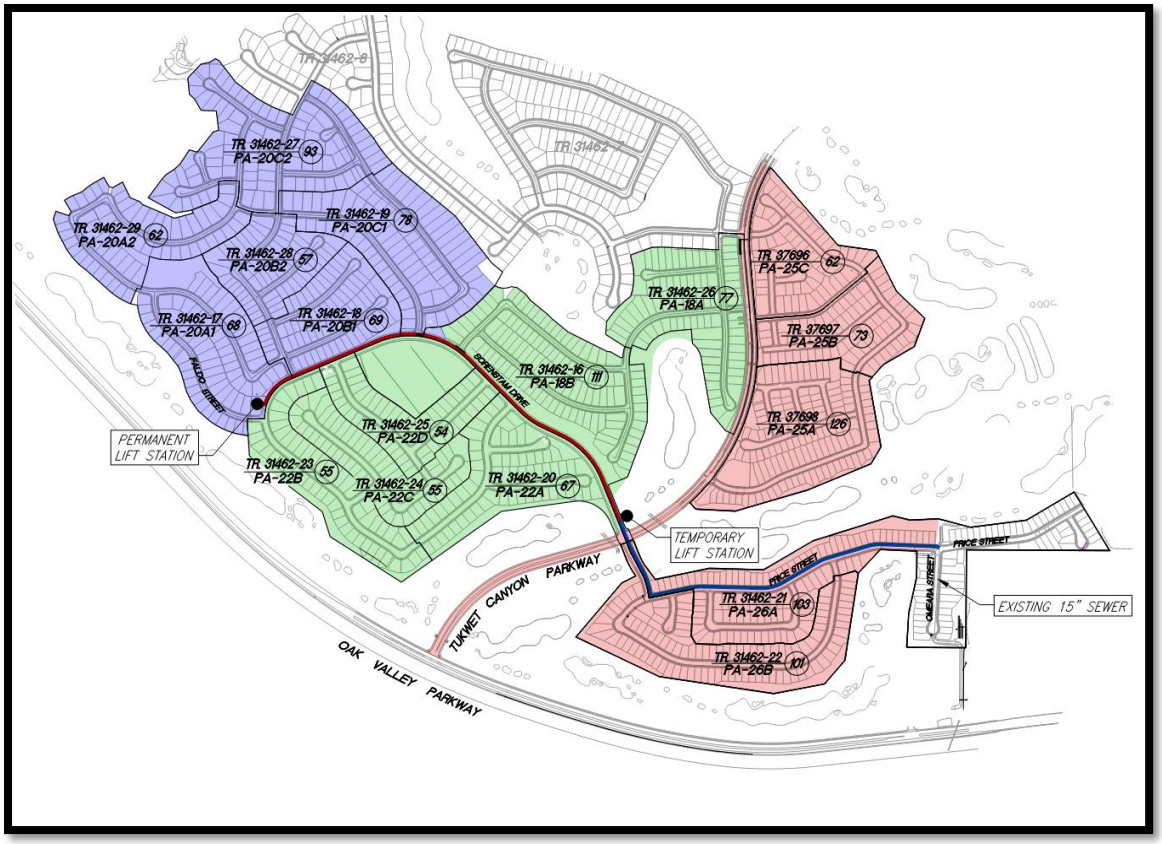

Figure 2 - Lift Station Location

Table No. 1 provides a summary of bonds that are recommended to be accepted. The summary includes the project, bond number, improvement type, Public Works project number, Public Works plan number, and the principal. For each item, the principal has provided a security agreement and security in the form of a bond for the public improvements. The agreement has been reviewed by staff and found to be consistent with the Beaumont Municipal Code.

Table No. 1 – Summary of Bonds recommended to be accepted.

Project	Bond Number	Improvement	PW Project Number	Plan Number	Principal
Curry's MHP	72482534	Sewer	PW2022 -0821	3440	M&S Equipment, Inc.
Fairway Canyon Lift Station	354071	Lift Station	PW2022 -0815	3442	Meritage Homes of California, Inc.

Fiscal Impact:

The cost of preparing the staff report is estimated to be $350. All work associated with the bonds will be completed at developer's expense. The City is not liable for public improvement maintenance until the public improvements are accepted into the publicly maintained system.

Recommended Action:

Accept Security Agreement and Performance and Payment Bonds for (Project / Bond number / Improvement):

- Curry's Mobile Home Park / 72482534 / Sewer
- Fairway Canyon Lift Station / 354071 / Lift Station

Attachments:

A. PW2022-0821 - Agreement and Bond
B. PW2022-0815 - Agreement and Bond

RECORDING REQUESTED BY: CITY CLERK WHEN RECORDED RETURN TO: City Clerk City of Beaumont 550 E. 6th Street Beaumont, CA 92223	
	SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 18132

DATE OF AGREEMENT: 8/3/22

NAME OF SUBDIVIDER: M+S EQUIPMENT, a CA S-CORP. (hereinafter referred to as "Subdivider").

NAME/NUMBER OF DEVELOPMENT: PM 18132 subdivision consisting of 55 residential lots, _____, originally approved on _____, and Tentative Tract _____ ("Tract" or "Tentative Tract Map"), originally approved on _____.

FINAL TRACT MAP 18132 APPROVED ON _____ RECORDED ON 8/5/1982 AS INSTRUMENT NUMBER: PM 107-045-046 ("Final Tract Map").

PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").

EST. TOTAL COST OF PUBLIC IMPROVEMENTS:	EST. TOTAL COST OF PRIVATE IMPROVEMENTS:	EST. TOTAL COST OF MONUMENTATION:
$ 52,170.00 (see Exhibit "B")	$ _____ (see Exhibit "B")	$ _____ (see Exhibit "B")

BOND NUMBERS: 72482534

LETTER OF CREDIT NUMBERS: _____

FINANCIAL INSTITUTION: _____

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and M+S EQUIPMENT, a CALIFORNIA S-CORPORATION, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit "A" attached hereto and incorporated and made part of this Agreement by this reference (the "Property").

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the "Plans") for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works ("City Engineer"). The City has adopted standards (hereinafter "Standards") for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit "B" and incorporated and made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit "B".

G. For the purposes of this Agreement, the term "Public Improvements" means all those improvements within the Tract intended for transfer or conveyance to the City or other public agency. The estimated cost of their construction is included in the above estimate included herein as Exhibit "B".

NOW, THEREFORE, in consideration of the issuance of the Final Tract map, Subdivider and City hereby agree as follows:

1. Subdivider's Obligation to Construct Improvements.

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

(d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all right-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

2. Improvement Securities.

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) $52,170.00 and 00/100 DOLLARS ($XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) $52,170.00 and 00/100 DOLLARS ($XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii)_____ and 00/100 DOLLARS ($ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(iv)_____ and 00/100 Dollars ($X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or

referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

3. **Alterations to Improvement Plans; Modification of City Standards.**

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

4. **Modification of Drainage Plan.** Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that revision of the

drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

(a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.

(c) Subdivider shall bear all costs of inspection and certification of the Improvements.

7. Release of Improvement Securities.

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two-hundred- percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

(e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

8. Injury to Public Improvements, Public Property or Public Utilities Facilities. Subdivider shall replace or repair, or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason 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 made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

9. Permits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

10. Notice of Breach/Default of Subdivider.

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the

Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the

Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

11. Warranty.

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.

(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole

discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

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

13. Injury to Improvement Work; Risk of Loss. Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

14. Other Agreements. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

15. Subdivider's Obligation to Warn Public During Construction. Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

16. Vesting of Ownership. Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

17. Indemnity/Hold Harmless.

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and

employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

18. Sale or Disposition of Subdivision; Assignment.

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise

transfers the Property to any other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.

19. **Time of the Essence.** Time is of the essence in this Agreement.

20. **Time for Completion of Improvements; Extensions**.

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by City ordinance. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act of City, or from

an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

(d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

21. **Notice.** All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City: City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Attn: City Manager

With a Copy to: John Pinkney, Esq.
SBEMP
1800 East Tahquitz Canyon Way
Palm Springs, CA 92262

Notice to Subdivider:

22. **Severability.** The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.

23. **Captions.** The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

24. Insurance.

(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of $1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor of subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an

admitted insurer can be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

25. Attorneys' Fees. In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

26. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

27. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

28. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts

of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

29. Runs with the Land; Recordation.

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

30. Authority of Executing Parties. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto on the date above first written.

Subdivider:

M&S Equipment

By: _____

David Lansing
Principal
2140 Jefferson St
Riverside, CA 92504

City:

CITY OF BEAUMONT
a Municipal Corporation

By:_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

_____
Jeff Hart, Dir. Of Engineering/Public Works

Attachments: Exhibit A Legal description of Property
Exhibit B Cost estimates

(Proper Notarization of Subdivider's Signature is required and shall be attached)

PW #:
File #:

PERFORMANCE BOND

WHEREAS, the City of Beaumont, State of California, and M&S EQUIPMENT _____ (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. , which is hereby incorporated herein and made a part hereof; and

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and CNA SURETY _____, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of FIFTY TWO THOUSAND ONE HUNDRED SEVENTY dollars ($ 52,170.00) lawful money of the United States, for the payment of which sum well and truly to 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 bounded 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 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, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations 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 or to the work or to the specifications.

[*signatures on following page*]

CALIFORNIA 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 Riverside

On august 4, 2022 before me, Carol Carter, a Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared DAVID Lansing
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.

CAROL CARTER
Notary Public - California
Riverside County
Commission # 2295903
My Comm. Expires Jul 1, 2023

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 Carol Carter

Place Notary Seal and/or Stamp Above *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: City of Beaumont Subdivision Agreement
Document Date: 8/3/22 Number of Pages: ____
Signer(s) Other Than Named Above: ____

Capacity(ies) Claimed by Signer(s)

Signer's Name: ____	Signer's Name: ____
☐ Corporate Officer – Title(s): ____	☐ Corporate Officer – Title(s): ____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: ____	☐ Other: ____
Signer is Representing: ____	Signer is Representing: ____

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PW #: PW2022-0821
File #: 3440

Bond No. 72482534

PERFORMANCE BOND

WHEREAS, the City of Beaumont, State of California, and M&S Equipment Inc. (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated August 4th, 2022, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. , which is hereby incorporated herein and made a part hereof; and

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Western Surety Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Fifty two thousand one hundred seventy and 00/100 dollars ($ 52,170.00) lawful money of the United States, for the payment of which sum well and truly to 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 bounded 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 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, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations 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 or to the work or to the specifications.

[*signatures on following page*]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 29th of July, 2022.

(Seal)

Western Surety Company
SURETY

By: Douglas A. Rapp

Name: Douglas A. Rapp

Title: Attorney in Fact

Address: Rapp Surety & Ins. Services, Inc.
Suite 100
999 Corporate Drive, Suite 100
Ladera Ranch, CA 92694

(Seal)

M&S Equipment Inc.
PRINCIPAL

By:

Name: David Lansing

Title: Principal

By:

Name:

Title:

Address: 2140 Jefferson St
Riverside, CA 92504

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

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 Orange)

On July 29, 2022 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

personally appeared Douglas A. Rapp,
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.

RRS2 THE GREAT SEAL OF THE STATE OF CALIFORNIA DEBRA SWANSON COMM. # 2335630 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY MY COMM. EXP. NOV 10, 2024 RRS2

Signature Debra Swanson (Seal)

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72482534

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint DOUGLAS A. RAPP

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: M & S Equipment, Inc

Obligee: City of Beaumont

Amount: $1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 72482534 is not issued on or before midnight of September 30th, 2022, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 29th day of July, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat,
Vice President

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA } ss

On this 29th day of July, in the year 2022, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

M. BENT
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA

M. Bent

Notary Public - South Dakota

My Commission Expires March 2, 2026

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 29th day of July, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-11-2020

Bond No. 72482534

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and M&S Equipment Inc. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated August 4th, 2022, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of *** dollars ($52,170), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the 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 in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered. ***Fifty two thousand one hundred seventy and 00/100

It is hereby expressly stipulated and agreed 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, et seq.) 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.

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 29th of July, 2022.

(Seal)

Western Surety Company
SURETY

By: Douglas A. Rapp

Name: Douglas A. Rapp

Title: Attorney in Fact

Address: Rapp Surety & Ins. Services, Inc.
Suite 100
999 Corporate Drive, Suite 100
Ladera Ranch, CA 92694

(Seal)

M&S Equipment Inc.
PRINCIPAL

By:

Name: David Lansing

Title: Principal

By:

Name:

Title:

Address: 2440 Jefferson St
Riverside, CA 92504

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

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 Orange)

On July 29, 2022 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

personally appeared Douglas A. Rapp,
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.

RRS2 DEBRA SWANSON COMM. # 2335630 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY MY COMM. EXP. NOV 10, 2024 RRS2

Signature Debra Swanson (Seal)

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72482534

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint DOUGLAS A. RAPP

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: M & S Equipment, Inc

Obligee: City of Beaumont

Amount: $1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 72482534 is not issued on or before midnight of September 30th, 2022, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 29th day of July, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat,
Vice President

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA } ss

On this 29th day of July, in the year 2022, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

M. Bent

Notary Public - South Dakota

My Commission Expires March 2, 2026

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 29th day of July, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-11-2020

CALIFORNIA 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 Riverside

On August 4, 2022 before me, Carol Carter, a Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared David Lansing
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.

CAROL CARTER
Notary Public - California
Riverside County
Commission # 2295903
My Comm. Expires Jul 1, 2023

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 Carol Carter
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: Performance Bond
Document Date: 8/4/22 Number of Pages: ____
Signer(s) Other Than Named Above: ____

Capacity(ies) Claimed by Signer(s)

Signer's Name: ____	Signer's Name: ____
☐ Corporate Officer – Title(s): ____	☐ Corporate Officer – Title(s): ____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: ____	☐ Other: ____
Signer is Representing: ____	Signer is Representing: ____

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CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS FOR
CURRY'S M.H.P.

GENERAL NOTES

1. THIS PLAN SUPERSEDES ALL OTHER PLANS PREVIOUSLY APPROVED BY THE CITY OF BEAUMONT REGARDING IMPROVEMENTS SHOWN ON THIS SET OF PLANS.
2. APPROVAL OF THIS PLAN DOES NOT LESSEN OR WAIVE ANY PORTION OF THE BEAUMONT MUNICIPAL CODE, RESOLUTION OF CONDITIONAL APPROVAL, CITY STANDARDS OR OTHER ADDITIONAL DOCUMENTS LISTED HEREIN AS THEY MAY PERTAIN TO THIS PROJECT. THE ENGINEER IN RESPONSIBLE CHARGE SHALL REVISE THESE PLANS WHEN NON-CONFORMANCE IS DISCOVERED.
3. CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER OR ENGINEER-OF-WORK FROM RESPONSIBILITY FOR THE CORRECTION OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. ALL PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.
4. A RIGHT-OF-WAY PERMIT FROM THE BUILDING & SAFETY DEPARTMENT WILL BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT OF WAY. PRIOR TO PERMIT ISSUANCE, A CERTIFICATE OF INSURANCE MUST BE FILED NAMING THE CITY OF BEAUMONT AS AN ADDITIONAL INSURED ON THE PERMITTEE'S POLICY IN THE MINIMUM AMOUNT OF $1,000,000.00 FOR EACH OCCURRENCE OF LIABILITY. THE INSURANCE COMPANY WRITING THE POLICY MUST HAVE A RATING OF "A-" OR BETTER AND A SIZE CATEGORY OF CLASS VII OR BETTER AS ESTABLISHED BY "BESTS" KEY RATING GUIDE.
5. NO WORK SHALL BE COMMENCED UNTIL ALL PERMITS HAVE BEEN OBTAINED FROM THE CITY AND OTHER APPROPRIATE AGENCIES.
6. REVISION OF THESE PLANS MAY BE REQUIRED IF THE PROPOSED IMPROVEMENTS ARE NOT CONSTRUCTED PRIOR TO THE DEADLINE DATE OF THE IMPROVEMENT AGREEMENT.
7. NO REVISIONS WILL BE MADE TO THESE PLANS WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER, NOTED WITHIN THE REVISION BLOCK, ON THE APPROPRIATE SHEET OF THE PLANS AND TITLE SHEET.
8. ORIGINAL DRAWINGS SHALL BECOME THE PROPERTY OF THE CITY UPON BEING SIGNED BY THE CITY ENGINEER.
9. THE ORIGINAL DRAWING SHALL BE REVISED TO REFLECT AS-BUILT CONDITIONS BY THE ENGINEER-OF-WORK PRIOR TO FINAL ACCEPTANCE OF THE WORK BY THE CITY.
10. ACCESS FOR FIRE AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED TO THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
11. WHERE TRENCHES ARE WITHIN CITY EASEMENTS, A SOILS REPORT COMPRISED OF:
    A. SUMMARY SHEET
    B. LABORATORY WORK SHEETS
    C. COMPACTION CURVES, SHALL BE SUBMITTED BY A PROFESSIONAL ENGINEER OF THE STATE OF CALIFORNIA, PRINCIPALLY DOING BUSINESS IN THE FIELD OF APPLIED SOILS MECHANICS. THE SOILS REPORT WILL BE SUBMITTED TO THE CITY ENGINEERING INSPECTOR WITHIN TWO WORKING DAYS OF COMPLETION OF FIELD TESTS. THE WRITTEN FIELD COMPACTION REPORT(S) SHALL BE IMMEDIATELY SUBMITTED TO THE CITY ENGINEERING INSPECTOR UPON COMPLETION OF THE FIELD TESTS.
12. A PRECONSTRUCTION MEETING SHALL BE HELD AT THE SITE PRIOR TO THE BEGINNING OF WORK AND SHALL BE ATTENDED BY ALL REPRESENTATIVES RESPONSIBLE FOR CONSTRUCTION, INSPECTION, SUPERVISION, TESTING AND ALL OTHER ASPECTS OF THE WORK. THE CONTRACTOR SHALL SCHEDULE THE MEETING BY CALLING THE INSPECTION LINE AT (951) 572-3224 AT LEAST FIVE (5) WORKING DAYS PRIOR TO STARTING CONSTRUCTION. APPROVED DRAWINGS MUST BE AVAILABLE PRIOR TO SCHEDULING.
13. ALL INSPECTION REQUESTS OTHER THAN FOR THE PRECONSTRUCTION MEETING WILL BE MADE BY CALLING THE BUILDING AND SAFETY INSPECTION REQUEST LINE AT (951) 572-3224. INSPECTION REQUESTS MUST BE RECEIVED PRIOR TO 2:00 P.M. ON THE DAY BEFORE THE INSPECTION IS NEEDED. INSPECTIONS WILL BE MADE THE NEXT WORK DAY UNLESS YOU REQUEST OTHERWISE. REQUESTS MADE AFTER 2:00 P.M. WILL BE SCHEDULED FOR TWO FULL WORK DAYS LATER.
14. THE OWNER AND/OR APPLICANT THROUGH THE DEVELOPER AND/OR CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
15. THE CONTRACTOR SHALL CONFORM TO LABOR CODE SECTION 6705 BY SUBMITTING A DETAIL PLAN TO THE CITY ENGINEER AND/OR CONCERNED AGENCY SHOWING THE DESIGN OF SHORING, BRACING SLOPE OR OTHER PROVISIONS TO BE MADE OF WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND DURING THE EXCAVATION OF SUCH TRENCH OR TRENCHES OR DURING THE PIPE INSTALLATION THEREIN. THIS PLAN MUST BE PREPARED FOR ALL TRENCHES FIVE FEET (5') OR MORE IN DEPTH AND APPROVED BY THE CITY ENGINEER AND/OR CONCERNED AGENCY PRIOR TO EXCAVATION. IF THE PLAN VARIES FROM THE SHORING SYSTEM STANDARDS ESTABLISHED BY THE CONSTRUCTION SAFETY ORDERS, TITLE 8 CALIFORNIA ADMINISTRATIVE CODE, THE PLAN SHALL BE PREPARED BY A REGISTERED ENGINEER AT THE CONTRACTORS EXPENSE. A COPY OF THE OSHA EXCAVATION PERMIT MUST BE SUBMITTED TO THE INSPECTOR PRIOR TO EXCAVATION.
16. IF ANY ARCHAEOLOGICAL RESOURCES ARE DISCOVERED WITHIN ANY WORK ZONE DURING CONSTRUCTION, OPERATIONS WILL CEASE IMMEDIATELY, AND THE PERMITTEE WILL NOTIFY THE CITY ENGINEER. OPERATIONS WILL NOT RESTART UNTIL THE PERMITTEE HAS RECEIVED WRITTEN AUTHORITY FROM THE CITY ENGINEER TO DO SO.
17. ALL OPERATIONS CONDUCTED ON THE SITE OR ADJACENT THERETO SHALL ADHERE TO THE NOISE ORDINANCE SET FORTH BY THE CITY MUNICIPAL CODE. ALL OPERATIONS SHALL BE LIMITED BY THE NOISE ORDINANCE TO THE LEVEL OF DECIBELS SPECIFIED FOR THE AREA AND TIME PERIOD. CONSTRUCTION ACTIVITIES WILL BE LIMITED TO THE PERIOD BETWEEN 7:00 A.M. AND 6:00 P.M. EACH DAY MONDAY THROUGH FRIDAY, UNLESS OTHERWISE PERMITTED.
18. ALL OFF-SITE HAUL ROUTES SHALL BE SUBMITTED BY THE CONTRACTOR TO THE CITY ENGINEER FOR APPROVAL TWO FULL WORKING DAYS PRIOR TO BEGINNING OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEBRIS OR DAMAGE OCCURRING ALONG THE HAUL ROUTE OR ADJACENT STREETS AS A RESULT OF THE GRADING OPERATION.
19. NO BLASTING SHALL BE COMMENCED WITHOUT A CITY ENGINEER APPROVED BLASTING PROGRAM AND BLASTING PERMIT.
20. THE EXISTENCE AND LOCATION OF UTILITY STRUCTURES AND FACILITIES SHOWN ON THE CONSTRUCTION PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. ATTENTION IS CALLED TO THE POSSIBLE EXISTENCE OF OTHER UTILITY FACILITIES OR STRUCTURES NOT SHOWN OR IN A LOCATION DIFFERENT FROM THAT SHOWN ON THE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND ANY OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.
21. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES (ABOVEGROUND AND UNDERGROUND) WITHIN THE PROJECT SITE SUFFICIENTLY AHEAD OF THE CONSTRUCTION TO PERMIT THE REVISIONS OF THE CONSTRUCTION PLANS IF IT IS FOUND THAT THE ACTUAL LOCATIONS ARE IN CONFLICT WITH THE PROPOSED WORK.
22. THE CONTRACTOR SHALL NOTIFY AFFECTED UTILITY COMPANIES (SEE BELOW) AT LEAST TWO FULL WORKING DAYS PRIOR TO STARTING CONSTRUCTION NEAR THEIR FACILITIES AND SHALL COORDINATE WORK WITH A COMPANY REPRESENTATIVE.

UNDERGROUND SERVICE ALERT	(800) 422-4133
SOUTHERN CALIFORNIA EDISON	(800) 409-2365
AT&T	(800) 892-0123
TIME WARNER CABLE	(760) 340-2225
COX COMMUNICATIONS	(888) 423-3913

23. IN ACCORDANCE THE CITY STORM WATER STANDARDS ALL STORM DRAIN INLETS CONSTRUCTED BY THIS PLAN SHALL INCLUDE "STENCILS" BE ADDED TO PROHIBIT WASTE DISCHARGE DOWNSTREAM. STENCILS SHALL BE ADDED TO THE SATISFACTION OF THE CITY ENGINEER.

GENERAL NOTES

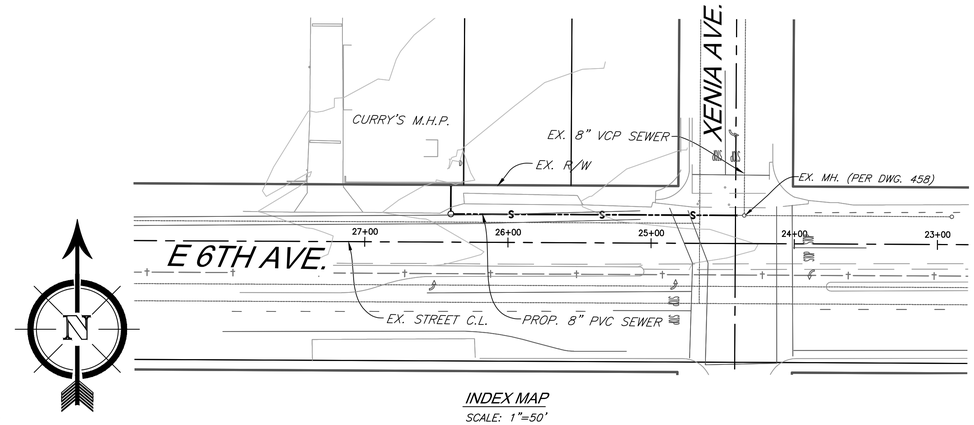
1. SEWER SYSTEM CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH EASTERN MUNICIPAL WATER DISTRICT (EMWD'S) STANDARDS AND SPECIFICATIONS.
2. GRAVITY SEWER PROFILE ELEVATIONS ARE TO FLOW LINE (CONDUIT INVERT). FORCE MAIN PROFILE ELEVATIONS ARE TO CENTIGRADE (CG).
3. CONTRACTOR HAS THE OPTION TO INSTALL PLASTIC OR VCP SEWERS EXCEPT WHERE SPECIFICALLY DESIGNATED ON PLANS PER EMWD STANDARDS AND SPECIFICATIONS.
4. MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWINGS SB-53, SB-58, AND SB-61, AS APPLICABLE. SEWER MAINS MAY BE LAID THROUGH THE MANHOLES AND USED AS A FORM FOR THE INVERT.
5. MANHOLES OF DEPTHS LESS THAN FIVE FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF ARE TO BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING SB-30.
6. ALL LATERALS SHALL HAVE AN ON-SITE CLEANOUT IN ACCORDANCE WITH STANDARD DRAWING SB-52. IN ADDITION, FOR LATERALS SERVING INDUSTRIAL AND/OR COMMERCIAL DEVELOPMENTS, THE REQUIREMENTS FOR SAMPLING AND/OR PRETREATMENT FACILITIES SHALL BE DETERMINED BY CONTRACTING THE BUILDING AND SAFETY DEPARTMENT.
7. MAINLINE CLEANOUTS, WHERE CALLED FOR ON THE PLANS, SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING SB-52.
8. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION AND LOCATION. WHEN CONNECTING TO EXISTING MANHOLES AND INLET STUB OF PROPER SIZE EXISTS, NO ALTERATIONS SHALL BE MADE TO EXISTING MANHOLE BASE OR STUB EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY INSPECTOR.
9. ALL SEWER INLETS AT THE MANHOLE SHALL BE SUCH THAT ITS CROWN SHALL BE LEVEL WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTIONS TO THE MANHOLE CENTERLINE.
10. RECONSTRUCTION OF EXISTING MANHOLES SHALL BE SCHEDULED AT THE CONVENIENCE OF THE CITY AND SHALL BE COMPLETED WITHIN FIVE WORKING DAYS FOLLOWING ITS COMMENCEMENT.
11. SEWER LATERALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH SB-177. LOCATIONS OF WYES AND LATERALS, WHERE NOT SHOWN ON THE PLANS, ARE TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION TO MISS DRIVEWAYS. ALL LATERALS ARE TO BE 4" IN DIAMETER UNLESS OTHERWISE SHOWN ON PLANS. CONNECTIONS OF NEW LATERALS TO EXISTING SEWER ARE TO BE PER STANDARD DRAWING SB-176.
12. THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AIR SPACE. CONTRACTOR SHALL BE RESPONSIBLE FOR "CONFINED AIR SPACE" ARTICLE 108, TITLE 8, CALIFORNIA ADMINISTRATIVE CODE.
13. WHERE GROUNDWATER IS ENCOUNTERED, ALL VCP PIPE SHALL BE TREATED FOR ABSORPTION RESISTANCE PER EMWD'S SPECIFICATIONS.
14. BACKWATER VALVES SHALL BE INSTALLED PER SECTION 710.1 OF THE UNIFORM PLUMBING CODE.
15. ALL PIPE ZONE BEDDING AND TRENCH BACKFILL ARE TO BE PER STANDARD DRAWING SB-157, SB-158, AND SB-159.

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

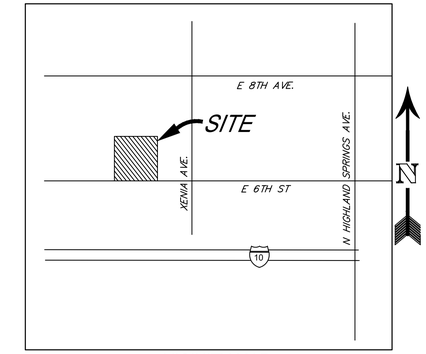
1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES
2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE

1. APPROVAL OF THESE PLANS APPLIES ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT.
2. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORKS DEPARTMENT.
3. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.
4. SIDEWALK AND DRIVEWAY APPROACHES WILL BE POURED/CONSTRUCTED ONLY AFTER DRIVEWAY LOCATIONS ARE DETERMINED.



INDEX MAP
SCALE: 1"=50'



VICINITY MAP
NOT TO SCALE

SITE ADDRESS
1490 E 6TH STREET
BEAUMONT, CA 92223

LEGAL DESCRIPTION
PARCELS 8 OF BLOCK 4 OF SUBDIVISION SECTION 11 RECORDED IN BOOK 9/10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

BASIS OF BEARING
THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF XENIA AVENUE BEING NORTH 00°19'30" EAST PER P.M. NO. 18132 P.M.B. 107/45-46

DEVELOPER/APPLICANT
M&S EQUIPMENT, INC.
2140 JEFFERSON ST.
RIVERSIDE, CA 92504
TEL: (951) 233-4891
ATTN: STEVEN LANSING

ENGINEER
WINE COUNTRY CONSULTING, INC.
27363 VIA INDUSTRIA
TEMECULA, CA 92590
VOICE: (951) 217-8732
ATTN: JOSH BARRETT

ASSESSOR'S PARCEL NO.
419-202-005

LOT SUMMARY
RESIDENTIAL LOTS: 1
OPEN SPACE LOTS: NONE
TOTAL: 1

PROJECT INFO
AREA OF SITE = 3.70 ACRES

TOPOGRAPHY SOURCE
FIELD TOPOGRAPHY PERFORMED BY:
T&M SURVEYING, INC.
TEL: (714) 906-8771
DATED: 01-27-22

WORK TO BE DONE
THE IMPROVEMENT WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING DOCUMENTS, CURRENT AT THE TIME OF CONSTRUCTION, AS DIRECTED BY THE CITY ENGINEER.

1. BEAUMONT MUNICIPAL CODE.
2. FOR STREETS: RIVERSIDE COUNTY ORDINANCE NO. 461.
   FLOOD CONTROL FACILITIES: THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT'S STANDARDS FOR FLOOD CONTROL FACILITIES.
   SANITARY SEWER FACILITIES: THE EASTERN MUNICIPAL WATER DISTRICT'S STANDARDS FOR SANITARY SEWER FACILITIES.
   ALL OTHER PUBLIC WORKS: THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK).
3. THIS SET OF PLANS.

DECLARATION OF RESPONSIBLE CHARGE
I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS WORK FOR THIS PROJECT. THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY EMWD IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR THE PROJECT DESIGN.

BY: _____ 6-24-22
JOSHUA BARRETT R.C.E. 85665 DATE

ABBREVIATIONS

C&G	-	CURB AND GUTTER
C.L.	-	CENTERLINE
C.M.L.&C.	-	CEMENT MORTAR LINED AND COATED
D.C.D.A.	-	DOUBLE CHECK DETECTOR ASSEMBLY
D.I.	-	DUCTILE IRON
E.R.	-	EASEMENT
ESMT.	-	EASEMENT
EXIST./EX.	-	EXISTING
G.B.	-	GRADE BREAK
H.D.C.	-	HIGH DEFLECTION COUPLING
HORIZ.	-	HORIZONTAL
INV.	-	INVERT ELEVATION
L.F.	-	LINEAR FEET
MH.	-	MANHOLE
N.A.P.	-	NOT A PART
PROP.	-	PROPOSED
PR.	-	PROPOSED
P.V.C.	-	POLYVINYL CHLORIDE
R/W	-	RIGHT-OF-WAY
R.S.G.V.	-	RESILIENT SEATED GATE VALVE
SEW.	-	SEWER
WAT.	-	WATER

LEGEND

--S--	EXISTING SEWER
--S--	PROPOSED SEWER
	CENTERLINE
	EXISTING R/W
	PROPOSED EASEMENT
	CURB AND GUTTER
1280	EXISTING CONTOUR
	LOT LINE
	SLOPE
	EDGE OF PAVEMENT

CONSTRUCTION NOTES AND QUANTITIES

1. CONSTRUCT 8" P.V.C. SEWER MAIN.....200 L.F.
2. CONSTRUCT 48" MANHOLE PER SB-53 WITH PAVING AROUND MANHOLE PER CITY OF BEAUMONT STD. MODIFIED SB-61.....1 EA.
3. INSTALL 6" SEWER LATERAL WITH CLEANOUT @ PL PER SB-177 & SB-52....20 L.F.
4. TRENCH AND PAVEMENT RESTORATION PER CITY STD. (8' WIDTH MIN.).....1,600 S.F.
5. CONSTRUCT 5' STUB WITH PLUG FOR FUTURE CONNECTION.....1 EA.

SHEET INDEX

SHEET 1 - TITLE SHEET
SHEET 2 - E. 6TH AVE. 24+40 TO 26+40

PW2022-0821
BOND # _____

DIGALERT
Call 2 Working Days Before You Dig! 811

BENCHMARK:
BENCHMARK: CITY OF BEAUMONT
BENCHMARK # 13.A.82
1 3/8" BRASS CAP MONUMENT
MARKED "CITY B.M. 13"
SOUTHERLY SIDE OF 6TH STREET 565' FEET WESTERLY OF THE CENTERLINE INTERSECTION OF 6TH STREET & XENIA AVENUE.

ELEV. 2598.22, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

WCC
WINE COUNTRY CONSULTING INC.
27363 VIA INDUSTRIA
Temecula, California 92590
TEL: (951) 217-8732

ENGINEER OF WORK _____ 6-24-22
R.C.E. 85665 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER JOSHUA CHASE BARRETT No. 85665 Exp. 9-30-22 CIVIL STATE OF CALIFORNIA

DESIGN BY:	J.C.B.
DRAWN BY:	J.C.B.
CHECKED BY:	J.C.B.
SCALE:	H: 1"=50'
DATE:	6/25/2022
JOB NUMBER:	

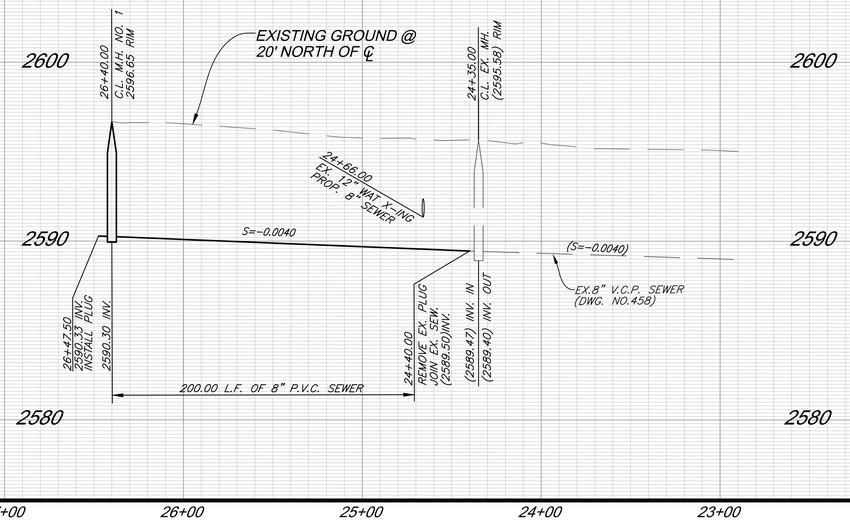
BEAUMONT CALIFORNIA
PUBLIC WORKS DEPARTMENT
550 E. 6TH ST. BEAUMONT, CA 92223

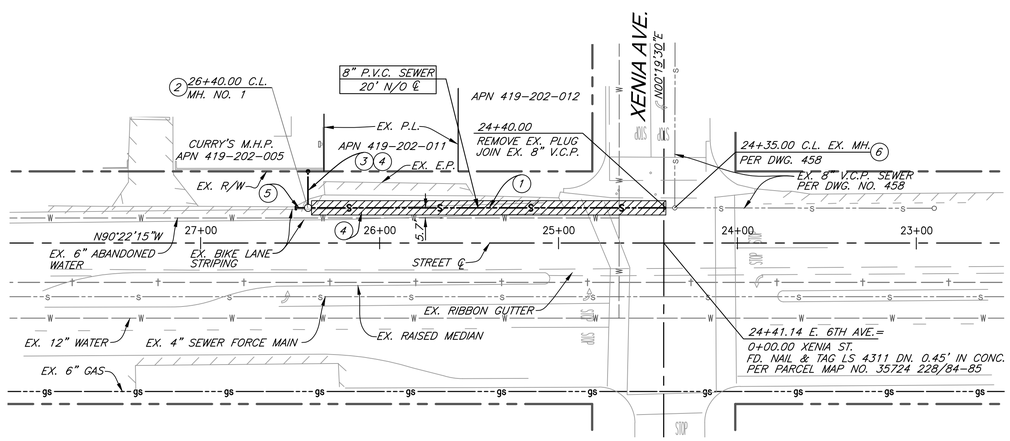
REVIEWED BY: _____ STAFF ENGINEER DATE: _____
RECOMMENDED BY: _____ PRINCIPAL ENGINEER DATE: 07/19/2022
APPROVED BY: _____ CITY ENGINEER DATE: 07/25/2022

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS FOR:
CURRY'S M.H.P.
E. 6TH AVE. 24+40 TO 26+40
TITLE SHEET

SHEET 1 OF 2 SHEETS
FILE NO: 3440

PROFILE SCALE
HORIZ. 1" = 40 FT.
VERT. 1" = 4 FT.

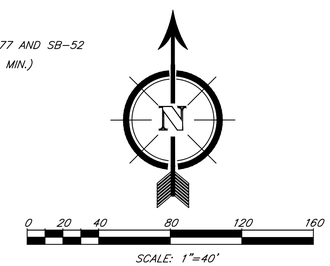




E. 6TH AVE.

CONSTRUCTION NOTES AND QUANTITIES

1. CONSTRUCT 8" P.V.C. SEWER MAIN
2. CONSTRUCT 48" MANHOLE PER SB-53 WITH PAVING AROUND MANHOLE PER CITY OF BEAUMONT STD. MODIFIED SB-61
3. INSTALL 6" SEWER LATERAL WITH CLEANOUT AT P.L. PER SB-177 AND SB-52
4. TRENCH AND PAVEMENT RESTORATION PER CITY STD. (8' WIDTH MIN.)
5. CONSTRUCT 5' STUB WITH PLUG FOR FUTURE CONNECTION



PW2022-0821
BOND # _____

DIGALERT
Call 2 Working Days Before You Dig!
811

BENCHMARK:
BENCHMARK: CITY OF BEAUMONT
BENCHMARK # 13.A.82
1 3/8" BRASS CAP MONUMENT
MARKED "CITY B.M. 13"
SOUTHERLY SIDE OF 6TH STREET 565' FEET WESTERLY OF THE CENTERLINE INTERSECTION OF 6TH STREET & XENIA AVENUE.

ELEV. 2598.22, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
	1			

ENGINEER — REVISIONS — CITY

WCC
WINE COUNTRY CONSULTING INC.
27363 VIA INDUSTRIA
Temecula, California 92590
TEL: (951) 217-8732

ENGINEER OF WORK — 6-24-22
R.C.E. 85665 — DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER — JOSHUA CHASE BARRETT — No. 85665 Exp. 9-30-22 — CIVIL — STATE OF CALIFORNIA

DESIGN BY: J.C.B.
DRAWN BY: J.C.B.
CHECKED BY: J.C.B.
SCALE: H: 1"=50'
DATE: 6/25/2022
JOB NUMBER:

BEAUMONT — CALIFORNIA
PUBLIC WORKS DEPARTMENT
550 E. 6TH ST, BEAUMONT, CA 92223

REVIEWED BY: _____ STAFF ENGINEER — DATE: _____
RECOMMENDED BY: _____ PRINCIPAL ENGINEER — DATE: 07/19/2022
APPROVED BY: _____ CITY ENGINEER — DATE: 07/25/2022

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS FOR:
CURRY'S M.H.P.
E. 6TH AVE. 24+40 TO 26+40
PLAN AND PROFILE

SHEET 2 OF 2 SHEETS
FILE NO: 3440

RECORDING REQUESTED BY: CITY CLERK WHEN RECORDED RETURN TO: City Clerk City of Beaumont 550 E. 6th Street Beaumont, CA 92223	
	SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 31462

DATE OF AGREEMENT: August 12th, 2022

NAME OF SUBDIVIDER: Meritage Homes of California, Inc., a California corporation. (hereinafter referred to as "Subdivider").

NAME/NUMBER OF DEVELOPMENT: Fairway Canyon subdivision consisting of _____ residential lots, _____, originally approved on _____, and Tentative Tract 31462 ("Tract" or "Tentative Tract Map"), originally approved on September 8th, 2016.

FINAL TRACT MAP _____ APPROVED ON _____ RECORDED ON _____ AS INSTRUMENT NUMBER: _____ ("Final Tract Map").

PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").

EST. TOTAL COST OF PUBLIC IMPROVEMENTS:	EST. TOTAL COST OF PRIVATE IMPROVEMENTS:	EST. TOTAL COST OF MONUMENTATION:
$ 1,833,048.68 (see Exhibit "B")	$ _____ (see Exhibit "B")	$ _____ (see Exhibit "B")

BOND NUMBERS: Sewer Lift Station - Tract No. 31462 Phase 4 - Bond No. 354071

LETTER OF CREDIT NUMBERS: _____

FINANCIAL INSTITUTION: _____

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and Meritage Homes of California, Inc. a California Corporation, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit "A" attached hereto and incorporated and made part of this Agreement by this reference (the "Property").

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the "Plans") for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works ("City Engineer"). The City has adopted standards (hereinafter "Standards") for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit "B" and incorporated and made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit "B".

G. For the purposes of this Agreement, the term "Public Improvements" means all those improvements within the Tract intended for transfer or conveyance to the City or other public agency. The estimated cost of their construction is included in the above estimate included herein as Exhibit "B".

NOW, THEREFORE, in consideration of the issuance of the Final Tract map, Subdivider and City hereby agree as follows:

1. **Subdivider's Obligation to Construct Improvements**.

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

(d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all right-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

2. Improvement Securities.

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) $1,833,048.68 and 00/100 DOLLARS ($XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) $1,833,048.68 and 00/100 DOLLARS ($XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii)_____and 00/100 DOLLARS ($ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(iv)_____and 00/100 Dollars ($X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or

referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

3. <u>Alterations to Improvement Plans; Modification of City Standards.</u>

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

4. <u>Modification of Drainage Plan.</u> Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that revision of the

drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

(a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.

(c) Subdivider shall bear all costs of inspection and certification of the Improvements.

7. Release of Improvement Securities.

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two-hundred- percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

(e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

8. Injury to Public Improvements, Public Property or Public Utilities Facilities. Subdivider shall replace or repair, or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason 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 made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

9. Permits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

10. Notice of Breach/Default of Subdivider.

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the

Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the

Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

11. <u>Warranty.</u>

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.

(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole

discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

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

13. Injury to Improvement Work; Risk of Loss. Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

14. Other Agreements. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

15. Subdivider's Obligation to Warn Public During Construction. Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

16. Vesting of Ownership. Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

17. Indemnity/Hold Harmless.

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and

employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

18. <u>Sale or Disposition of Subdivision; Assignment.</u>

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise

transfers the Property to any other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.

19. **Time of the Essence.** Time is of the essence in this Agreement.

20. **Time for Completion of Improvements; Extensions**.

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by City ordinance. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act of City, or from

an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

(d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

21. **Notice.** All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City:	City of Beaumont 550 E. 6th Street Beaumont, CA 92223 Attn: City Manager
With a Copy to:	John Pinkney, Esq. SBEMP 1800 East Tahquitz Canyon Way Palm Springs, CA 92262
Notice to Subdivider:	Efrem Joelson Meritage Homes of California, Inc. 5 Peters Canyon Rd, Suite 310 Irvine, CA 92606

22. **Severability.** The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.

23. **Captions.** The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

24. Insurance.

(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of $1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor of subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an

admitted insurer can be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

25. Attorneys' Fees. In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

26. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

27. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

28. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts

of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

29. Runs with the Land; Recordation.

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

30. Authority of Executing Parties. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto on the date above first written.

Subdivider:

By: _____

City:

CITY OF BEAUMONT
a Municipal Corporation

By:_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

_____
Jeff Hart, Dir. Of Engineering/Public Works

Attachments: Exhibit A Legal description of Property
Exhibit B Cost estimates

(Proper Notarization of Subdivider's Signature is required and shall be attached)

CALIFORNIA 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 August 15, 2022 (Date) before me, Andrew Salazar, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Aaron Talarico (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.

ANDREW SALAZAR
Notary Public - California
Orange County
Commission # 2365034
My Comm. Expires Jul 10, 2025

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 _____

Place Notary Seal and/or Stamp Above *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: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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Bond No. 354071

PW #: PW2022-0815
File #: 3442

PERFORMANCE BOND

WHEREAS, the City of Beaumont, State of California, and Meritage Homes of California, Inc. (hereinafter designated as "Principal") have entered into City of Beaumont Subdivision Improvement Agreement Tract No. 31462 dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 31462 , which is hereby incorporated herein and made a part hereof; and

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Harco National Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of One Million Eight Hundred Thirty Three Thousand Forty Eight and 68/100 dollars ($ 1,833,048.68) lawful money of the United States, for the payment of which sum well and truly to 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 bounded 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 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, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations 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 or to the work or to the specifications.

[*signatures on following page*]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 17th of August, 2022.

(Seal)

Harco National Insurance Company
SURETY

By: _____

Name: Richard H. Mitchell

Title: Attorney-in-Fact
CA License No. 0H56218

Address: 4200 Six Forks Road

Suite 1400, Raleigh, NC 27609

(Seal)

Meritage Homes of California, Inc.
PRINCIPAL

By: _____

Name: Glen Tulk

Title: VP National Land Dev.

By: _____

Name: Jesper Arnrup

Title: VP of Financial Planning + Analysis

Address: 5 Peters Canyon Road, Suite 310

Irvine, CA 92606

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

Item 7.

POWER OF ATTORNEY

Bond # 354071

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JEFFREY M. WILSON, RICHARD H. MITCHELL, MARK W. EDWARDS, II, WILLIAM M. SMITH

Birmingham, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2021

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1994 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY My Comm. Exp. 04-04-2023 NOTARY PUBLIC No. 50079910 NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, August 17, 2022.

A00055

Irene Martins, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 truthfullness, accuracy or validity of that document.

State of Alabama

County of Jefferson

On August 17, 2022 (Date) before me, Courtney Hitt Weiss, Notary Public (Name and Title of Notary)

personally appeared Richard H. Mitchell, Attorney-in-Fact (Name and or Names 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 Courtney Hitt Weiss (Notary Public Signature)

My commission expires: November 15, 2022

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing Harco National Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

ALL-PURPOSE ACKNOWLEDGEMENT

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 ARIZONA)SS
COUNTY OF MARICOPA)

On August 22, 2022 before me, Josephine A. Simmons, Notary Public, personally appeared Glen A. Tulk, Vice President - National Development, Meritage Homes of California, Inc.
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 Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Josephine A. Simmons

JOSEPHINE A SIMMONS
Notary Public - Arizona
Maricopa County
Commission # 618643
My Comm. Expires Dec 19, 2025

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

ALL-PURPOSE ACKNOWLEDGEMENT

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 ARIZONA)SS
COUNTY OF MARICOPA)

On August 22, 2022 before me, Josephine A. Simmons, Notary Public, personally appeared Jesper Arnrup, Vice President - Financial Planning & Analysis, Meritage Homes of California, Inc.
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 Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Josephine A. Simmons

JOSEPHINE A SIMMONS
Notary Public - Arizona
Maricopa County
Commission # 618643
My Comm. Expires Dec 19, 2025

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

Bond No. 354071

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Meritage Homes of California, Inc. (hereafter designated as "the Principal") have entered into City of Beaumont Subdivision Improvement Agreement Tract No. 31462 dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of ** dollars ($1,833,048.68), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the 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 in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

**One Million Eight Hundred Thirty Three Thousand Forty Eight and 68/100

It is hereby expressly stipulated and agreed 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, et seq.) 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.

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 17th of August, 2022.

(Seal)

Harco National Insurance Company
SURETY

By: _____

Name: Richard H. Mitchell

Title: Attorney-in-Fact
CA License No. 0H56218

Address: 4200 Six Forks Road

Suite 1400, Raleigh, NC 27609

(Seal)

Meritage Homes of California, Inc.
PRINCIPAL

By: _____

Name: Glen Tulk

Title: VP National Land Dev.

By: _____

Name: Jesper Arnrup

Title: VP of Financial Planning & Analysis

Address: 5 Peters Canyon Road, Suite 310

Irvine, CA 92606

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

Item 7.

Bond # 354071

POWER OF ATTORNEY

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JEFFREY M. WILSON, RICHARD H. MITCHELL, MARK W. EDWARDS, II, WILLIAM M. SMITH

Birmingham, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2021

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC NEW JERSEY My Comm. Exp. 04-04-2023 No. 50079910

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, August 17, 2022.

A00055

Irene Martins, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 truthfullness, accuracy or validity of that document.

State of Alabama

County of Jefferson

On August 17, 2022 (Date) before me, Courtney Hitt Weiss, Notary Public (Name and Title of Notary)

personally appeared Richard H. Mitchell, Attorney-in-Fact (Name and or Names 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 Courtney Hitt Weiss (Notary Public Signature)

My commission expires: November 15, 2022

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing Harco National Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb

ALL-PURPOSE ACKNOWLEDGEMENT

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 ARIZONA)SS
COUNTY OF MARICOPA)

On August 22, 2022 before me, Josephine A. Simmons, Notary Public, personally appeared Glen A. Tulk, Vice President - National Development, Meritage Homes of California, Inc.
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 Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Josephine A. Simmons

JOSEPHINE A SIMMONS
Notary Public - Arizona
Maricopa County
Commission # 618643
My Comm. Expires Dec 19, 2025

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

ALL-PURPOSE ACKNOWLEDGEMENT

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 ARIZONA)SS
COUNTY OF MARICOPA)

On August 22, 2022 before me, Josephine A. Simmons, Notary Public, personally appeared Jesper Arnrup, Vice President - Financial Planning & Analysis, Meritage Homes of California, Inc. 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 Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Josephine A. Simmons

JOSEPHINE A SIMMONS
Notary Public - Arizona
Maricopa County
Commission # 618643
My Comm. Expires Dec 19, 2025

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT:

NUMBER OF PAGES DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

Reproduced by First American Title Company 11/2007

AQUA ENGINEERING

INNOVATIVE ENGINEERING SOLUTIONS

Submittal Review

Date: 8/12/2022

City of Beaumont
ATTN: Sue Foxworth
550 E. 6th Street, Beaumont, Ca 92223

Project: PW 2021 -0663 Fairview Canyon – Phase 4 Sewage Lift Station, Tract 31642

Item of Equipment or Material:

- Fairview Canyon Sewer Lift Station PDR (Date 08-08-2022)
- Fairview Canyon Sealed Plans (Date 07-21-2022)
- Fairview Canyon Sealed Calculations (Date 07-21-2022)
- Fairview Canyon Production Drawings
- Fairview Canyon SSDS-Rev 4 (Date 07-22-2022)
- Tract 31642 Phase 2 – Sewer Lift Station Cost Estimate

Specification Section: N/S

Comments:

- No further comments

I hereby declare that I have exercised responsible charge of the review of this project as defined in Section 6703 of the Business and Professions Code. The comments expressed herein are confined to a review only and do not relieve the Engineer of Work of their responsibilities for project design.

Justin R Logan — August 12, 2022

Name — Date:

REGISTERED PROFESSIONAL ENGINEER
JUSTIN R. LOGAN
C 73749
8/12/2022
CIVIL
STATE OF CALIFORNIA

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET
"PLAN CHECK FEE EST"

PARCEL MAP OR TRACT NO.: Sewer Lift Station - Tract No. 31462 Phase 4
DATE: 7/20/2022

PP, CUP NO.: _____ BY: Name

IMPROVEMENTS	FAITHFUL PERFORMANCE	100%
	LABOR & MATERIALS SECURITY	100%

	Construction Costs)	
Streets/Drainage	$	-
Lift Station	$	1,833,048.68
Total	$	1,833,048.68
Warranty Retension (22.5%)	$	412,435.95
Street/Drainage Plan Check Fees =	$	500.00
Sewer Plan Check Fees =	$	36,660.97
Street Inspection Fees =	$	750.00
Sewer Inspection Fees =	$	54,991.46

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on 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, plan check and inspection costs.

Above amounts do [ ] include additional 20% for recordation prior to having signed plans

Above amounts do not [X] include additional 20% for recordation prior to having signed plans

Engineer's Signature — Date: 7/20/2022

Thomas J. Rogers
Name typed or printed

REGISTERED PROFESSIONAL ENGINEER
THOMAS J. ROGERS
No. C46152
EXP 12/31/22
CIVIL
STATE OF CALIFORNIA

Civil Engineer's Stamp

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

1. Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Construction Cost Worksheet".

2. Show Bond Amounts to the nearest $500.

3. For construction items not covered by the Construction Cost Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont 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 BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Sewer Lift Station - Tract No. 31462 Phase 4 DATE: 7/20/2022

STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
		Roadway Excavation		
	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point) (xxx sf)	$ 15.00	$ -
		2. Projects without a grading plan (road area and side slopes to daylight Cut (C) = Fill (f) =		
	C.Y. (c or f)	(a.) Excavate and Fill	$ 0.40	$ -
	C.Y. (f - c)	(b.) Excavate and Export	$ 1.10	$ -
		(c.) Import and Fill		
		If balance, provide (a.) only, either cut or fill		
		If export, provide (a.) & (b.), a = fill, b = cut - fill		
		If import, provide (a.) & (c.), a = cut, c= fill - cut		
		(Unit costs for (a.), (b.) & (c.) are 20% of acrual		
		costs to assure that work will be corrected to		
	C.Y.	eliminate hazardous conditions.)	$ 1.20	$ -
	S.F.	Remove A.C. Pavement	$ 1.00	$ -
	L.F.	Remove A.C. Dike	$ 3.00	$ -
	S.F.	Remove Existing Concrete Curb, Gutter & Sidewalk	$ 10.00	$ -
	L.F.	Sawcut & Remove Exist. A.C. Pavement	$ 2.00	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

SUBTOTAL = $ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Sewer Lift Station - Tract No. 31462 Phase 4 DATE: 7/20/2022

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	$ 2.50	$ -
	EA.	Remove Barricade	$ 200.00	$ -
	TON	Asphalt Concrete - 144 lbs/cu. Ft. (4,740 SF @ 0.25')	$ 90.00	$ -
	C.Y.	Aggregate Base Class II (x,xxx SF @ x.xx')	$ 50.00	$ -
	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (x,xxx SF) apply at 0.05 + 0.03 = 0.08 gal/SY	$ 600.00	$ -
	S.F	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	$ 0.90	$ -
	L.F.	Curb and Gutter (Wedge Curb)	$ 8.00	$ -
	EA.	Drain Through Curb	$ 750.00	$ -
	L.F.	4" S.D.R. 35 PVC	$ 12.00	$ -
	EA.	Traffic Rated Catch Basin W/ 24"X24" Steel Grate	$ 1,500.00	$ -
	L.F.	A.C. Curb	$ 8.00	$ -
	L.F.	2' Wide V-Ditch	$ 10.00	$ -
	L.F.	2' Wide Down Drain	$ 50.00	$ -
	S.F.	3' Wide Concrete Ribbon Gutter	$ 10.00	$ -
	SF	8" Thick P.C.C. Drive Area	$ 25.00	$ -
	S.F.	8" Thick P.C.C. Drive Approach (20' Wide)	$ 30.00	$ -
	L.F.	6' High x 20' Wide Chain Link Gate	$ 50.00	$ -
	L.F.	6' High CMU Block Wall	$ 150.00	$ -
	S.F.	6" P.C.C. Pad (for eyewash station)	$ 8.00	$ -
	S.F.	6" P.C.C. Pad (for lift station equipment)	$ 10.00	$ -
	S.F.	12" P.C.C. Pad	$ 15.00	$ -
	EA.	Light Pole	$ 2,500.00	$ -
	EA.	Hose Bib Water Spigot	$ 250.00	$ -
	L.F.	1" Copper Pipe	$ 10.00	$ -

SUBTOTAL = $ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Sewer Lift Station - Tract No. 31462 Phase 4 DATE: 7/20/2022

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Street Name Sign	$ 250.00	
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	$ 40.00	$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	$ 40.00	$ -
	L.F.	Barricades	$ 28.00	
	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (1`/2 Total length of streets)	$ 10.00	$ -
	L.F.	Remove Fence	$ 4.00	$ -
	EA.	Remove Power Pole	$ 1,200.00	$ -
	EA.	Street Lights (including conduit)	$ 5,000.00	$ -
	EA.	Street Trees (15 gallon)	$ 150.00	
	EA.	Remove Existing Concrete Bulkhead	$ 500.00	$ -
	EA.	Concrete Bulkhead	$ 200.00	$ -
	C.Y.	Structural Reinforced Concrete	$ 400.00	$ -
	EA.	Slope Anchors for Pipes	$ 300.00	$ -
	L.F.	Cut Off Wall (Std. 2')	$ 5.50	$ -
	EA.	A.C. Overside Drain	$ 500.00	$ -
	EA.	Under Sidewalk Drain	$ 1,800.00	$ -
	S.F.	Interceptor Drains	$ 6.50	$ -
	EA.	Gutter Depression for Curb Opening Catch Basin Case B	$ 1,500.00	$ -
	EA.	Gutter Depression for Curb Opening Catch Basin Case C	$ 1,500.00	$ -
	EA.	Access Driveway for Storm Drain at Cul-de-Sac	$ 640.00	$ -
	EA.	"STOP" Pavement Marking	$ 200.00	$ -
	EA.	Limit Line	$ 75.00	$ -
	EA.	R1 "STOP SIGN"	$ 250.00	$ -
	EA.	W14-1 "DEAD END" Sign	$ 250.00	$ -
	EA.	S4-5 "SCHOOL ZONE AHEAD" sign	$ 250.00	$ -
	EA.	SR4-1(CA) "SCHOOL ZONE" sign	$ 250.00	$ -

SUBTOTAL = $ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Sewer Lift Station - Tract No. 31462 Phase 4 DATE: 7/20/2022

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	$ 35.00	$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	$ 40.00	$ -
	C.Y.	Rip Rap (1 Ton) Method B	$ 45.00	$ -
	C.Y.	Rip Rap (2 Ton) Method B	$ 50.00	$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	$ 45.00	$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	$ 55.00	$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	$ 60.00	$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	$ 65.00	$ -
	L.F.	18" R.C.P.	$ 60.00	$ -
	L.F.	24" R.C.P.	$ 70.00	$ -
	L.F.	30" R.C.P.	$ 80.00	$ -
	L.F.	36" R.C.P.	$ 90.00	$ -
	L.F.	42" R.C.P.	$ 100.00	$ -
	L.F.	48 " RCP	$ 110.00	$ -
	L.F.	54" RCP	$ 135.00	$ -
	L.F.	60" RCP	$ 160.00	$ -
	L.F.	72" RCP	$ 200.00	$ -
	EA.	H.D.P.E. Clean Out	$ 400.00	$ -
	EA.	Drain Basin	$ 400.00	$ -
	EA.	Curb Outlet	$ 3,000.00	$ -
	EA.	Fossil Filters	$ 500.00	$ -
	EA.	18" C.M.P. Wye	$ 500.00	$ -
	EA.	Riprap Headwall	$ 1,000.00	$ -
	EA.	Concrete Collar	$ 250.00	$ -
	EA.	Outlet Structure	$ 10,000.00	$ -
	EA.	Concrete Pipe Anchor & Stabilizer	$ 250.00	$ -
	L.F.	12" HDPE. Pipe	$ 31.00	$ -
	EA.	12" HDPE Misc. Fittings (Bend, coupling & end cap)	$ 320.00	$ -

SUBTOTAL = $ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Sewer Lift Station - Tract No. 31462 Phase 4 DATE: 7/20/2022

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	60" C.S.P.	$ 115.00	$ -
	EA.	Catch Basin W = 4'	$ 1,700.00	$ -
	EA.	Catch Basin W = 7'	$ 3,000.00	$ -
	EA.	Catch Basin W = 10'	$ 4,000.00	$ -
	EA.	Catch Basin W = 14'	$ 5,500.00	$ -
	EA.	Catch Basin W = 21'	$ 9,000.00	$ -
	EA.	Type IX Inlet	$ 2,500.00	$ -
	EA.	Type X Inlet	$ 2,500.00	$ -
	EA.	Junction Structure No. 1	$ 3,000.00	$ -
	EA.	Junction Structure No. 2	$ 2,500.00	$ -
	EA.	Junction Structure No. 6	$ 3,700.00	$ -
	EA.	Transition Structure No. 1	$ 2,000.00	$ -
	EA.	Transition Structure No. 3	$ 2,700.00	$ -
	EA.	Manhole No. 1	$ 2,700.00	$ -
	EA.	Manhole No. 2	$ 3,300.00	$ -
	EA.	Manhole No. 3	$ 2,700.00	$ -
	EA.	Manhole No. 4	$ 5,000.00	$ -
	EA.	Adjust Water Valve (if no water plan)	$ 150.00	$ -
	EA.	Adjust MH to grade (if no sewer plan)	$ 400.00	$ -
	EA.	Headwall	$ 5,000.00	$ -
		Remove & Dispose of Interferring 30" Storm Drain		
	L.S.	and 36" Riser	$ 500.00	$ -
	EA.	Remove & Dispose of RCB Headwall & Wingwall	$ 10,000.00	$ -
	L.F.	and Concrete Bulkhead	$ 25.00	$ -
	EA.	Outlet Structure (Line A & B)	$ 5,000.00	$ -
	EA.	Remove Existing Headwall	$ 1,000.00	$ -
	L.F.	Catch Basin Trash Rack	$ 25.00	$ -
				$ -
				$ -
				$ -
				$ -

SUBTOTAL = $ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Sewer Lift Station - Tract No. 31462 Phase 4 DATE: 7/20/2022

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
0	EA.	Water Quality Structure	$ 2,500.00	$ -
0	LS	Concrete Inlet Apron	$ 11,000.00	$ -
0	LS	Emergency Spillway	$ 27,000.00	$ -
0	LS	84" Storm Drain Grate	$ 8,500.00	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Subtotal:	$ -

A. Subtotal $ -

B. Contingency (15%) $ -

C. Streets/Drainage Total (A + B) $ -

****

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Sewer Lift Station - Tract No. 31462 Phase 4 DATE: 7/20/2022

SEWER IMPROVEMENTS

Show quantities on this sheet only if project has a sewer plan. If no water plan, then show applicable quantities as part of street improvements.

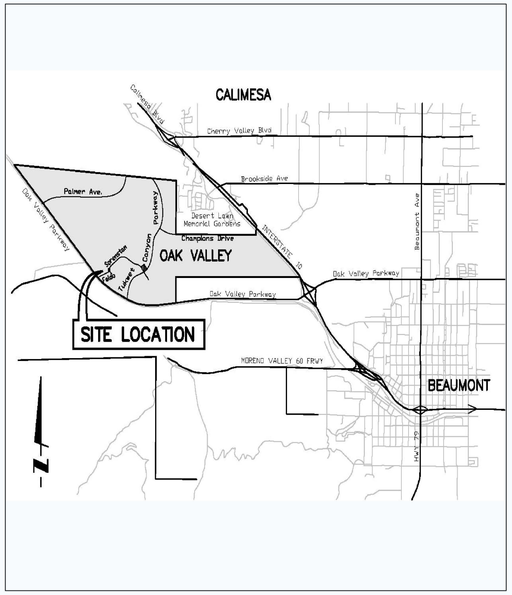
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
-	L.F.	4" PVC. (111 Lots @ 25' Avg. Length & 5' for cleanout)	$ 15.00	$ -
-	L.F.	4" P.V.C. Force Main & Fittings	$ 26.00	$ -
-	L.F.	8" PVC	$ 30.00	$ -
-	L.F.	12" PVC	$ 40.00	$ -
-	L.F.	8" V.C.P. Extra Strength (C-700)	$ 35.00	$ -
-	L.F.	12" V.C.P.	$ 40.00	$ -
-	L.F.	15" V.C.P.	$ 50.00	$ -
-	EA.	Standard or Terminus Manholes	$ 2,500.00	$ -
-	EA.	Modified 5' Manholes	$ 3,000.00	$ -
-	EA.	Drop Manholes	$ 4,000.00	$ -
-	EA.	Cleanouts	$ 500.00	$ -
-	EA.	Sewer Y's	$ 25.00	$ -
-	EA.	Chimneys	$ 300.00	$ -
-	EA.	Adjust M.H. to grade	$ 340.00	$ -
-	L.F.	Concrete Encasement	$ 20.00	$ -
-	EA.	4" P.V.C. Misc. Fittings	$ 120.00	$ -
-	L.F.	Sewer Pipe Sleeving	$ 36.00	$ -
-	EA.	Sewer Lift Station		$ -
-	EA.	Backflow prevention device	$ 250.00	$ -
-	EA.	8" P.V.C. Misc. Fittings & Plugs	$ 190.00	$ -
-	EA.	Remove 12" P.V.C End Cap/Plug	$ 190.00	$ -
1	LS	Install Prefabricated Wet Well	$ 75,695.00	$ 75,695
1	LS	Install Wet Well Piping	$ 8,367.00	$ 8,367
1	EACH	Install Prefabricated Valve Assembly W/Skid	$ 4,592.00	$ 4,592
1	EACH	Install ARV Pipe Drain System	$ 2,925.00	$ 2,925
98	SF	Construct 6" Thick Concrete Pad For Valve Assembly	$ 23.00	$ 2,254
310	SF	Construct 12" Thick Concrete Pad For Generator	$ 18.00	$ 5,580
1	LS	Construct 6" Concrete Pad And Shelter For Equipment	$ 14,853.00	$ 14,853
1	EACH	Install Stand By Generator	$ 3,152.00	$ 3,152
57	LF	Install & Connect 12" Gravity Sewer To Wet Well	$ 438.00	$ 24,966
60	LF	Install & Connect 6" Cast Iron Force Main W/Fittings	$ 280.00	$ 16,800
1	LS	Installation of Lilft Station and Site Electrical Equipment	$ 89,846.37	$ 89,846
1	EACH	Install Motor Control Center Electrical Equipment	$ 3,143.00	$ 3,143
1	LS	Pump Station Start Up & Set Pumps	$ 3,082.00	$ 3,082
1	LS	AQMD Permit - Standby Generator	$ 6,000.00	$ 6,000
1	Each	Lift Station Wet Well	$ 135,700.00	$ 135,700
1	LS	Lift Station Linings and Coatings	$ 25,000.00	$ 25,000

1	EACH	Valve Skid Platform	$ 5,000.00	$ 5,000
1	LS	Pumps and Accessories	$ 280,000.00	$ 280,000
1	LS	Valves and Fittings	$ 225,000.00	$ 225,000
1	LS	Lift Station Instrumentation	$ 30,000.00	$ 30,000
1	LS	Lift Station MCC, Control Panel & Electrical/Communication	$ 480,500.00	$ 480,500
1	EACH	Lift Station Backup Generator	$ 125,000.00	$ 125,000
1	EACH	Prefab Shelter	$ 26,500.00	$ 26,500

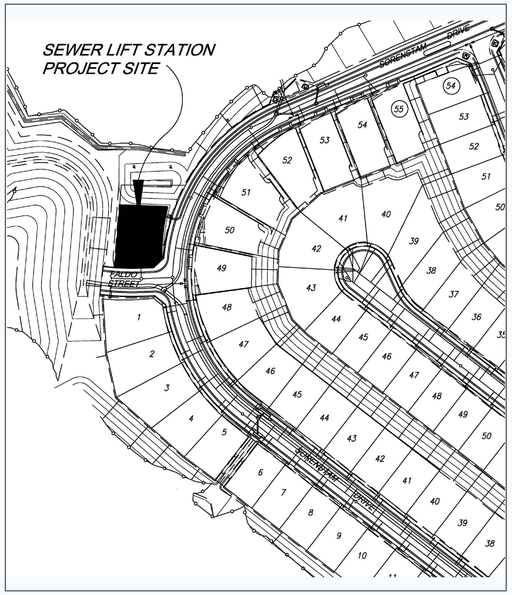
A.	Subtotal	$ 1,593,955
B.	Contingency (15% x A)	$ 239,093
C.	Sewer Total (A + B)	$ 1,833,049

****

CITY OF BEAUMONT
RIVERSIDE COUNTY, CALIFORNIA



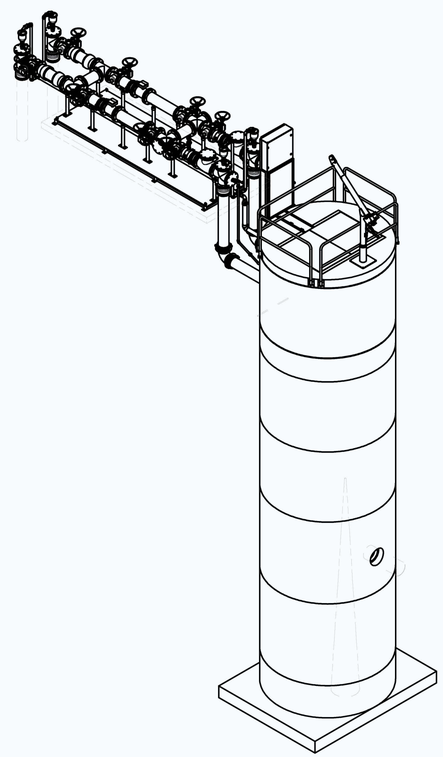
VICINITY MAP



LOCATION MAP

SITE ADDRESS

DRAWING INDEX		
DWG. No.	SHEET No.	DESCRIPTION
G-1	1	TITLE SHEET
C-1	2	SITE PLAN LAYOUT
M-1	3	PUMP STATION PLAN VIEW & ELEVATION
M-2	4	WET WELL COMPONENT DRAWING & DETAILS
M-3	5	VALVE ASSEMBLY COMPONENT DRAWING & DETAILS
M-4	6	WET WELL MISC. ASSEMBLY DETAILS
S-1	7	WET WELL STRUCTURAL PLANS, SECTIONS, AND DETAILS
S-2	8	SUNSHADE PLAN VIEW & ELEVATION
S-3	9	GENERATOR OUTLINE AND FOUNDATION
E-1	10	ONE LINE POWER DIAGRAM
E-2	11	CONDUIT LAYOUT
E-3	12	CIRCUIT SCHEDULE
E-4	13	LIGHTING PANEL LEGEND
E-5	14	MOTOR CONTROL CENTER LAYOUT
E-6	15	SERVICE DISCONNECT & JUNCTION BOX
E-7	16	GENERATOR CONNECTION DETAIL
E-8	17	GROUNDING/BONDING DETAIL
E-9	18	ELECTRICAL SYSTEM SUMMARY



PROJECT SPECIFIC REQUIREMENTS AND DATA

LIFT STATION DESIGN CAPACITY [GPM] (1)	WET WELL INSIDE DIA.	RAW SEWAGE DISCHARGE (RSD) PIPE DIA.	WET WELL BASE (SQ.)	WET WELL ROOF (RD.)	HATCH OPENING SIZE	FORCE MAIN PIPE DIA. [IN]	FORCE MAIN LENGTH [FT]	MINIMUM STATIC LIFT [FT]	MAXIMUM STATIC LIFT [FT]
626	8'	8"	12' x 9.5'	9.5'	44" x 66"	8"	6223'	148.97'	154.07'

PUMPING UNIT PERFORMANCE

CONDITION	DISCHARGE CAPACITY [GPM]	TOTAL DYNAMIC HEAD [FT]	MINIMUM HYDRAULIC EFFICIENCY [%]
1	778	216	64.5
2 (1)	763	219	64.3
3	525	262	56.9
MINIMUM SHUT OFF HEAD			358 FT.
SELECTED MOTOR SIZE			72 HP. (2)
PUMP CYCLES / HR			6

CONDITION 1: WATER AT LEAD START, C=140, 1 PUMP ON
CONDITION 2: WATER AT LEAD STOP, C=140, 1 PUMP ON
CONDITION 3: WATER LEAD START, C=140, BOTH PUMPS ON
GPM FLOW PER PUMP

SEISMIC DESIGN PARAMETERS

FACTOR OR COEFFICIENT	VALUE (3)
SITE CLASS	D
OCCUPANCY CATEGORY	III
MAPPED SPECTRAL RESPONSE ACCELERATION SHORT PERIOD, S_S	1.803
MAPPED SPECTRAL RESPONSE ACCELERATION AT 1 SEC, S_1	0.69
SITE COEFFICIENT (0.2-5 PERIOD), F_A	1.0
SITE COEFFICIENT (1.0-5 PERIOD), F_V	1.7
DESIGN SPECTRAL RESPONSE ACCELERATION SHORT PERIOD, S_{DS}	1.202
DESIGN SPECTRAL RESPONSE ACCELERATION AT 1 SEC, S_{D1}	0.837
IMPORTANCE FACTOR, I	1.25
SEISMIC DESIGN CATEGORY, SDC	D

PER GEOTECHNICAL REVIEW DATED 9-27-2020 BY ALTA CALIFORNIA GEOTECHNICAL

GEOLOGIC DESIGN PARAMETERS

FACTOR OR COEFFICIENT	VALUE
SOIL BEARING PRESSURE (PSF)	2000
BASAL FRICTION	.35
PASSIVE EARTH PRESSURE (PSF/FT DEPTH)	250

PER GEOTECHNICAL REVIEW DATED 9-27-2020 BY ALTA CALIFORNIA GEOTECHNICAL

NOTES:

1. DESIGN CONDITION WITH ONE PUMP OPERATING
2. SELECTED PUMPING UNIT MOTOR SIZE TO BE USED FOR DETERMINING PROJECT ELECTRICAL DESIGN CRITERIA (SEE DRAWING E-2). NO POINT ON PUMP PERFORMANCE CURVE SHALL EXCEED MOTOR HORSEPOWER.
3. PROJECT SEISMIC DESIGN PARAMETERS SHALL BE PROVIDED IN ACCORDANCE WITH THE CALIFORNIA BUILDING CODE, LATEST EDITION. REFER TO SPECIFICATIONS FOR EQUIPMENT REQUIRING SEISMIC DESIGN CALCULATIONS.

TIME LIMITATION:

THE TIME LIMIT ON DRAWING APPROVAL SHALL BE SIX (6) MONTHS FROM THE DATE ON THE CERTIFICATION. IF CONSTRUCTION HAS NOT COMMENCED WITHIN STATED TIME, CITY OF BEAUMONT REQUIRES DRAWINGS TO BE REVIEWED BY THE DEVELOPER/DESIGN ENGINEER FOR POSSIBLE CHANGES IN MASTER PLANNED SIZING AND CHANGES IN SPECIFICATIONS AND STANDARDS.

BENCHMARK:

USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NGVD 29

FAIRWAY CANYON - PHASE 4
SEWAGE LIFT STATION
TRACT 31462

48 HOURS
BEFORE EXCAVATION
811
CALL UNDERGROUND
SERVICE ALERT

ROMTEC UTILITIES
18240 NORTH BANK ROAD
ROSEBURG, OREGON
(541) 496-9678

REGISTERED PROFESSIONAL ENGINEER
THOMAS J. ROGERS
No. C46152
EXP. 12/22
CIVIL
STATE OF CALIFORNIA

NO.	DATE	INIT.	DESCRIPTION	APP'VD
1	2/11/2022	KB	PER COMMENTS THRU 3-15-22	3-16-22
2	4/6/2022	KB	72HP, 3600 RPM PUMPS	4-7-22
3	4/22/2022	KB	PRODUCTION LAUNCH PREP	4-22-22
4	6/1/2022	KB	MINOR CORRECTIONS/CLARIFICATIONS	6-1-22
5	7/27/2022	KB	EDIT TITLE BLOCK / SIGNATURES	7-27-22

REFERENCES
EMWD SMALL SEWAGE LIFT STATION GUIDELINES,
STANDARD DRAWINGS, AND SPECIFICATIONS. JUNE 21, 2021

Reviewed By: Staff Engineer — Date: 08-12-2022
Recommended for Approval By: Administrative Engineer — Date: 08/12/2022
Approved By: City Engineer / Director of Public Works — Date: 08/24/2022

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

		DATE
DESIGNED	KB	3-1-22
DRAWN	KB	3-16-22
TRACED		
CHECKED	KB	4-22-22
SUBMITTED		

SCALE: AS NOTED
0 ——— 1"

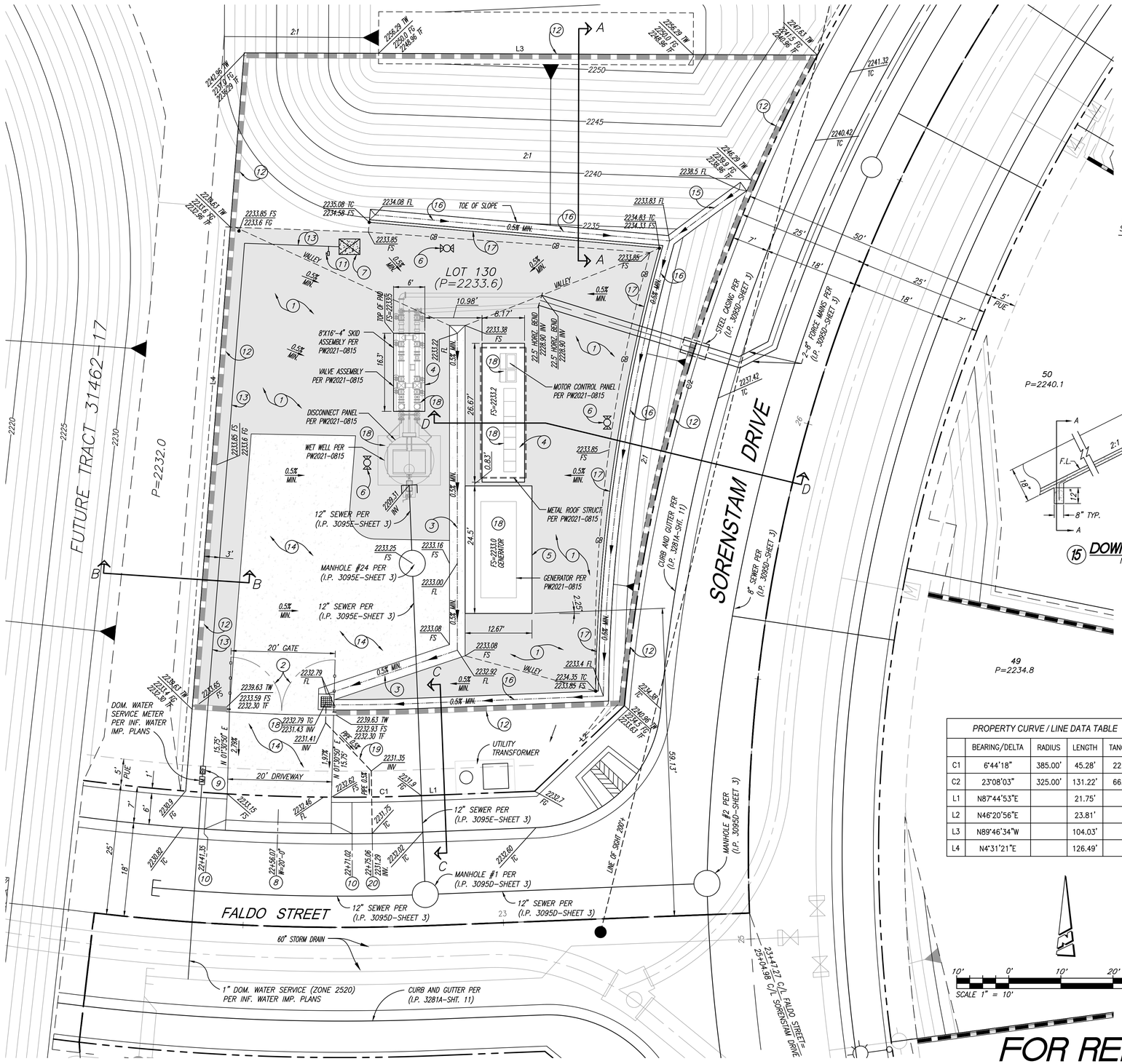
CITY OF BEAUMONT PUBLIC WORKS
RIVERSIDE COUNTY, CALIFORNIA

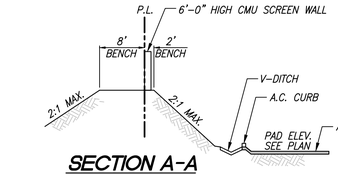
FAIRWAY CANYON - PHASE 4
SEWAGE LIFT STATION - TRACT 31462

TITLE SHEET

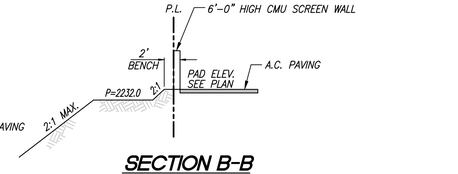
I.D.
S.A.
W.O.
C.O.
COORD.
SHT. 1 OF 18
FILE NO. 3442
G-1

V:\Inventor\Projects\A - Job Folders\California\FAIRWAY CANYON\FAIRWAY CANYON - DRAWINGS.dwg





SECTION A-A
N.T.S.



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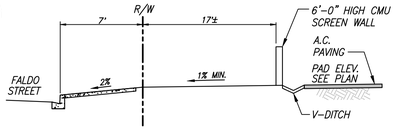

SECTION C-C
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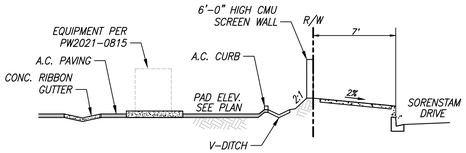

SECTION D-D
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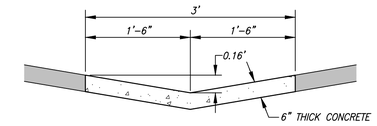
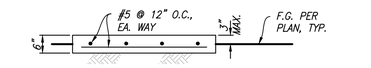
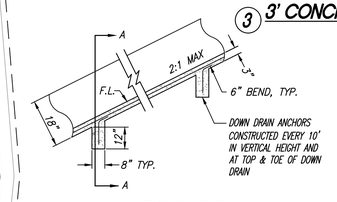


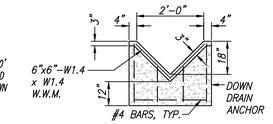
3 3' CONCRETE RIBBON GUTTER DETAIL
N.T.S.



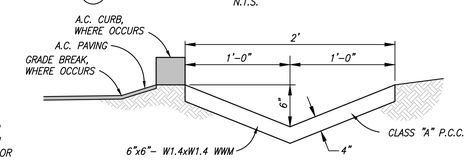
4 CONCRETE PAD FOR EQUIPMENT
N.T.S.



15 DOWN DRAIN
N.T.S.

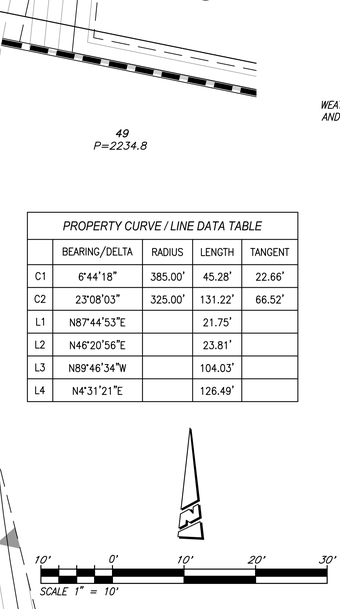


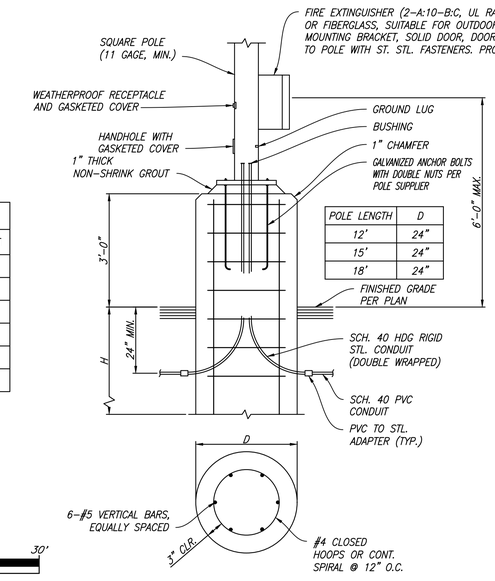
DOWN DRAIN SECTION A-A
N.T.S.



16 17 2' CONCRETE "V" DITCH DETAIL
N.T.S.

PROPERTY CURVE / LINE DATA TABLE				
	BEARING/DELTA	RADIUS	LENGTH	TANGENT
C1	6°44'18"	385.00'	45.28'	22.66'
C2	23°08'03"	325.00'	131.22'	66.52'
L1	N87°44'53"E		21.75'	
L2	N46°20'56"E		23.81'	
L3	N89°46'34"W		104.03'	
L4	N4°31'21"E		126.49'	

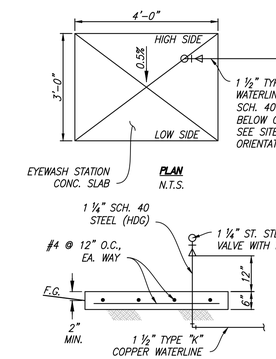




POLE LENGTH	D
12'	24"
15'	24"
18'	24"

6 WORK LIGHT - POLE FOUNDATION DETAIL
N.T.S.

LIGHTING FIXTURE SCHEDULE: POLE MOUNTED EXTERIOR WORK LIGHT AND AREA LIGHT (15'± HIGH). ONE WORK LIGHT AND ONE AREA LIGHT. WORK LIGHT SHALL BE 150W LOW PRESSURE SODIUM LIGHT (4050 LUMENS OR BELOW). AREA LIGHT SHALL MEET THE REQUIREMENTS OF THE COUNTY OF RIVERSIDE ORDINANCE NO. 655 (CLASS II) AND BE PROVIDED WITH A PHOTO CELL. LIGHTS SHALL BE PROVIDED WITH GASKETED SQUARE ALUMINUM HOUSING AND SHALL BE MOUNTED HORIZONTAL ON 10" ARMS WITH IMPACT RESISTANT LENS, FULLY SHIELDED ABOVE HORIZONTAL PLANE AND OPERATE ON 120VAC. WORK LIGHT AND AREA LIGHT SHALL BE MOUNTED 180° APART ON TOP OF A 4" SQ. STEEL POLE, 12' LONG. FIXTURES AND POLE SHALL BE WEATHER RESISTANT FINISHED AND SHALL BE FURNISHED WITH ALL NECESSARY MOUNTING BRACKETS AND HARDWARE.



7 EYEWASH STATION
N.T.S.

FOR REFERENCE ONLY

FOR SEWER LIFT STATION PRECISE GRADING PLANS, REFERENCE PUBLIC WORKS PLAN NO. 2021-0774

DIGALERT
Call 2 Working Days Before You Dig!
811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST
GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2022
05/17/22
DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 05/17/22
JOB NUMBER: 06.002.000

Reviewed By: Staff Engineer — Date: 08-12-2022
Recommended for Approval By: Administrative Engineer — Date: 08/12/2022
Approved By: City Engineer/Director of Public Works — Date: 08/24/2022

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
SEWER LIFT STATION
TRACT NO. 31462 - PHASE 4
FALDO STREET & SORENSTAM DRIVE
SITE PLAN & PRECISE GRADING

SHEET 2 OF 18 SHEETS
FILE NO: PW 2021-0663

DWG: N:\06.002.000\Drawings\Sewer Improvements\Ultimate SLS\Romtec\Sheet 2 of 17_Sewer Lift Station_PGP_FOR REFERENCE ONLY.dwg
Plotted: May 17, 2022 - 1:27pm By: robertt

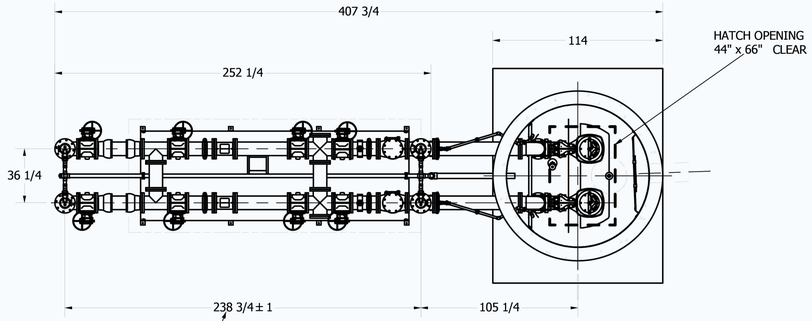
SENSOR ELEVATION TABLE	
LABEL	ELEVATION
INVERT IN	2209.31'
(FLOAT) HWL	2208.70'
HIGH LEVEL	2280.20'
LAG START	2207.70'
LEAD START	2206.20'
LAG STOP	2201.60'
LEAD STOP	2201.10'
(FLOAT) LWL	2200.10'
WELL FLOOR	2197.10'

PUMP PACKAGE

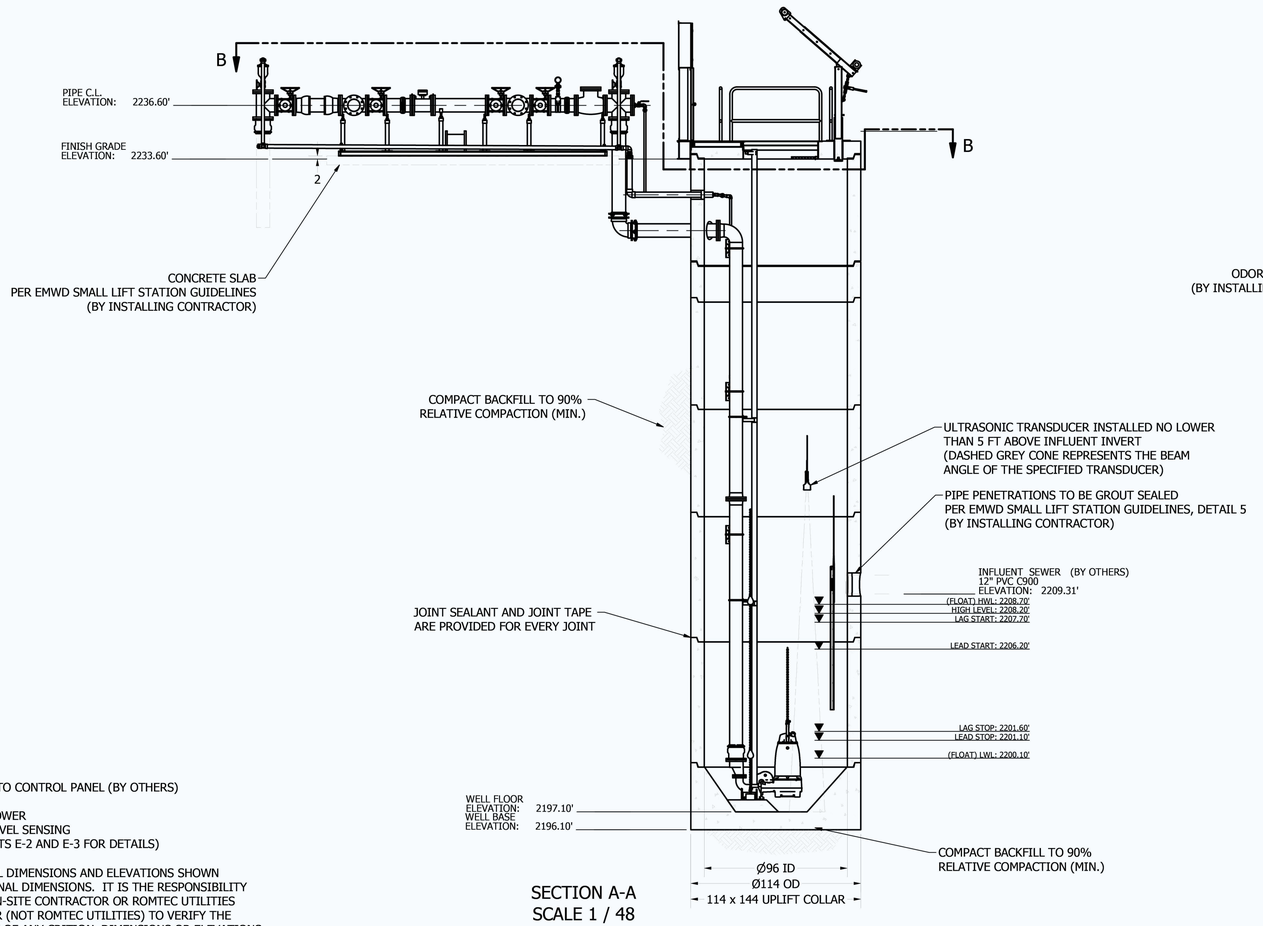
CONFIGURATION: DUPLEX
MODEL: FLYGT NP3202SH
HP: 72HP, 3600 RPM
DUTY POINT: 626 GPM AT 199.0 TDH (MIN)

FEATURES

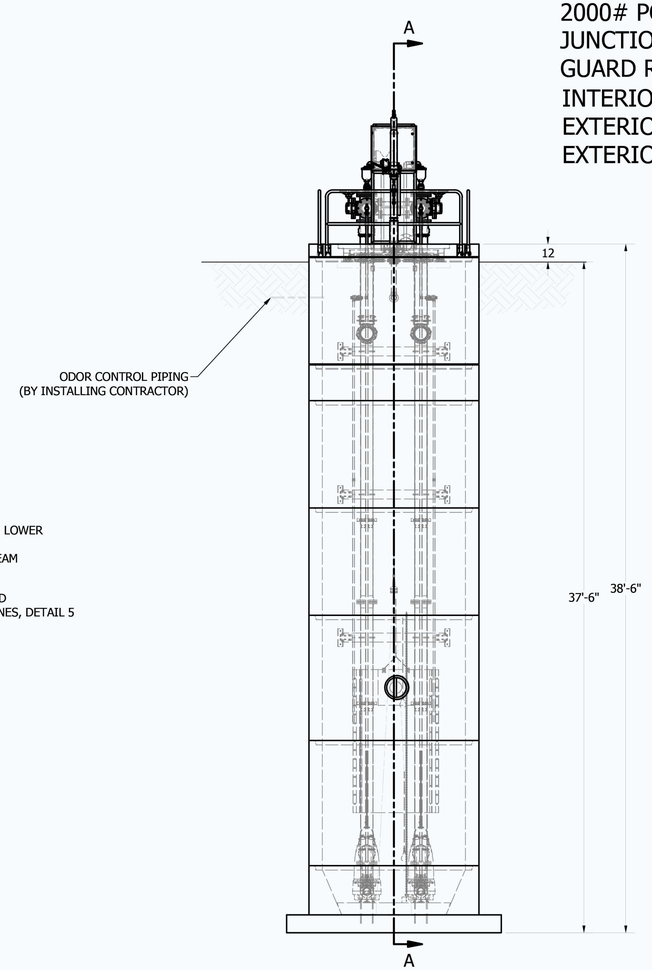
HATCH: PEDESTRIAN, 316 STAINLESS
DISCHARGE PIPING: 8" SCH40 316 STAINLESS
PRIMARY LEVEL SENSING: ULTRASONIC TRANSDUCER
BACKUP LEVEL SENSING: (2) FLOATS
STAINLESS STEEL GUIDE RAILS
QUICK CONNECT DISCHARGE ELBOWS
8" VALVE ASSEMBLY, DUAL FLOWMETERS
2000# PORTABLE CRANE W/ MANUAL WINCH
JUNCTION BOX & STAND
GUARD RAILS, BACKFLUSH PIPING
INTERIOR CONCRETE COATING: TNEMEC 436
EXTERIOR CONCRETE COATING: TNEMEC 141
EXTERIOR D.I. PIPE COATING: STD BITUMASTIC



SECTION B-B
SCALE 1 / 48



SECTION A-A
SCALE 1 / 48



FRONT VIEW
SCALE 1 / 48

NOTE:
CONDUIT TO CONTROL PANEL (BY OTHERS)
MINIMUM:
(2) FOR POWER
(1) FOR LEVEL SENSING
(SEE SHEETS E-2 AND E-3 FOR DETAILS)

NOTE: ALL DIMENSIONS AND ELEVATIONS SHOWN ARE NOMINAL DIMENSIONS. IT IS THE RESPONSIBILITY OF THE ON-SITE CONTRACTOR OR ROMTEC UTILITIES CUSTOMER (NOT ROMTEC UTILITIES) TO VERIFY THE ACCURACY OF ANY CRITICAL DIMENSIONS OR ELEVATIONS PRIOR TO SETTING OR INSTALLING ANY EQUIPMENT.

48 HOURS
BEFORE EXCAVATION
811
CALL UNDERGROUND
SERVICE ALERT

ROMTEC UTILITIES
18240 NORTH BANK ROAD
ROSEBURG, OREGON
(541) 496-9678

REGISTERED PROFESSIONAL ENGINEER
THOMAS J. ROGERS
No. C46152
EXP. 12/22
CIVIL
STATE OF CALIFORNIA

NO.	DATE	INIT.	DESCRIPTION	APP'VD
1	2/11/2022	KB	PER COMMENTS THRU 3-15-22	3-16-22
2	4/6/2022	KB	72HP, 3600 RPM PUMPS	4-7-22
3	4/22/2022	KB	PRODUCTION LAUNCH PREP	4-22-22
4	6/1/2022	KB	MINOR CORRECTIONS/CLARIFICATIONS	6-1-22
5	7/27/2022	KB	EDIT TITLE BLOCK / SIGNATURES	7-27-22

REFERENCES
EMWD SMALL SEWAGE LIFT STATION GUIDELINES,
STANDARD DRAWINGS, AND SPECIFICATIONS. JUNE 21, 2021

Reviewed By: Staff Engineer — Date: 08-12-2022
Recommended for Approval By: Administrative Engineer — Date: 08/12/2022
Approved By: City Engineer / Director of Public Works — Date: 08/24/2022

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

		DATE
DESIGNED	KB	3-1-22
DRAWN	KB	3-16-22
TRACED		
CHECKED		
SUBMITTED		

SCALE: AS NOTED
0 ——— 1"

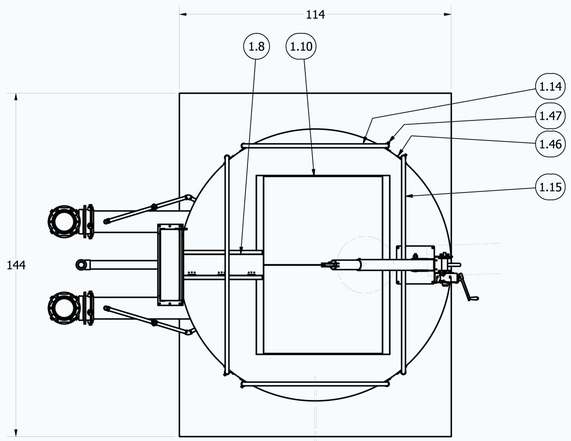
CITY OF BEAUMONT PUBLIC WORKS
RIVERSIDE COUNTY, CALIFORNIA

FAIRWAY CANYON - PHASE 4
SEWAGE LIFT STATION - TRACT 31462

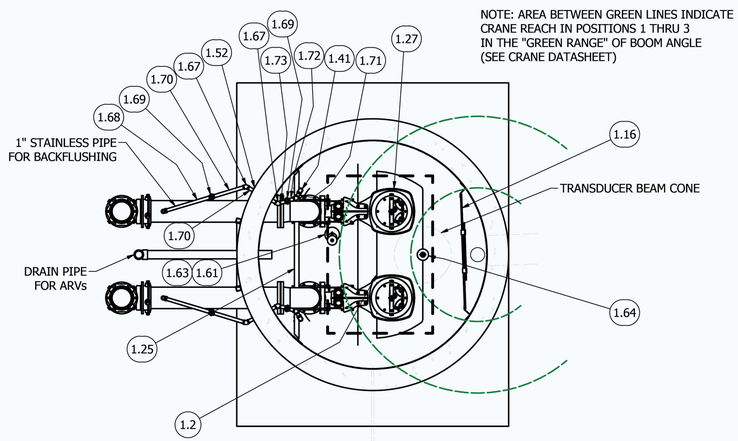
PUMP STATION
PLAN VIEW & ELEVATION

I.D.
S.A.
W.O.
C.O.
COORD.
SHT. 3 OF 18
FILE NO. 3442
M-1

V:\Inventor\Projects\A - Job Folders\California\FAIRWAY CANYON\FAIRWAY CANYON - DRAWINGS.dwg

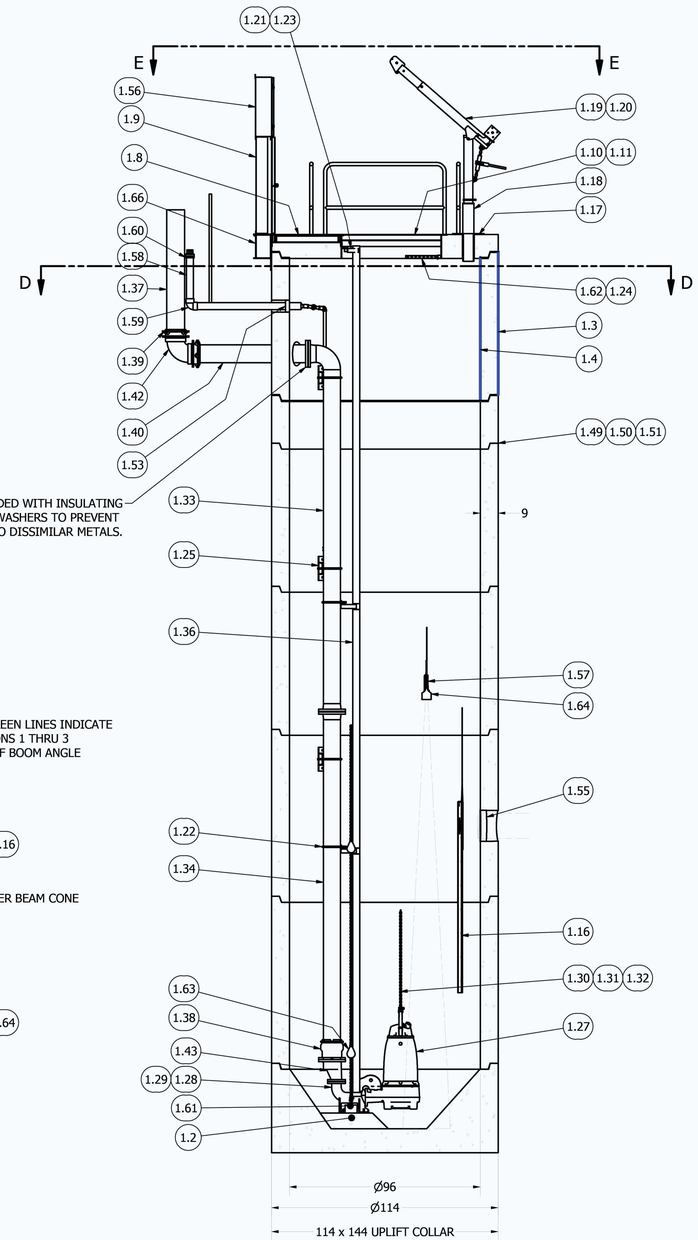


VIEW E-E
SCALE 1 / 30



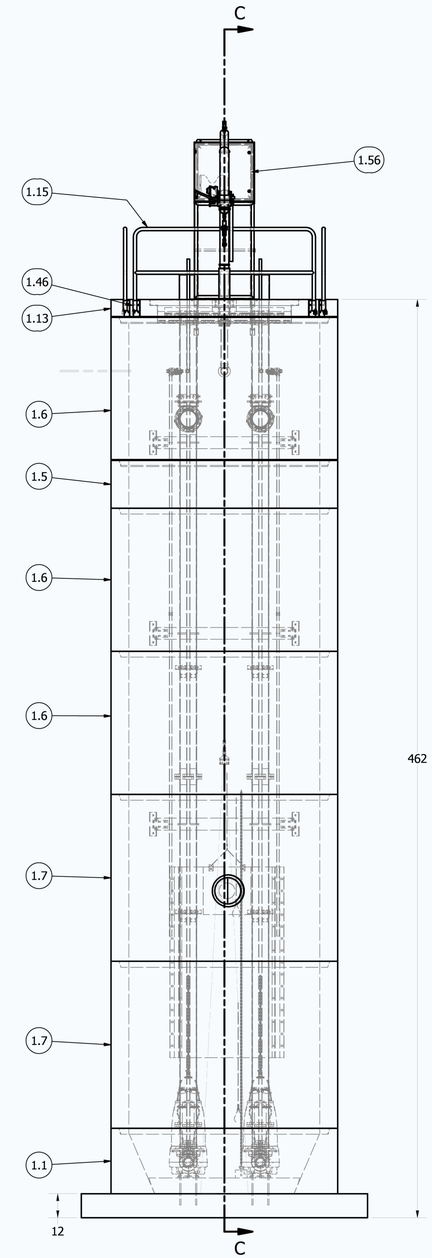
NOTE: AREA BETWEEN GREEN LINES INDICATE CRANE REACH IN POSITIONS 1 THRU 3 IN THE "GREEN RANGE" OF BOOM ANGLE (SEE CRANE DATASHEET)

SECTION D-D
SCALE 1 / 30



THIS JOINT TO BE PROVIDED WITH INSULATING BUSHINGS AND WASHERS TO PREVENT CORROSION DUE TO DISSIMILAR METALS.

SECTION C-C
SCALE 1 / 36



FRONT VIEW
SCALE 1 / 36

PARTS LIST

ITEM	QTY	STOCK NUMBER	DESCRIPTION
1.1	1	10-CB08000W	BASE - WW - 8ft DIA - RU DESIGN
1.2	1	10-GS999999	GROUT SHELF - 8in TALL
1.3	1	11-LC0800EX	COATING - EXTERIOR - 8ft DIA
1.4	1	11-LC0800IN	COATING - INTERIOR - 8ft DIA
1.5	1	12-CR08240W	BARREL - 8ft DIA x 2ft H
1.6	3	12-CR08720W	BARREL - 8ft DIA x 6ft H
1.7	2	12-CR08840W	BARREL - 8ft DIA x 7ft H
1.8	1	13-CT999999	CABLE TRAY - 316SS - CUSTOM
1.9	1	13-DS303008	DISCONNECT STAND - SS - 30in x 30in x 8in
1.10	1	13-HH999999	HATCH - ALUMINUM - H-20 OCCASIONAL
1.11	1	13-KY000000	HATCH KEY
1.13	1	14-CT08HDDW	TOP SLAB - 8ft DIA - H20 - DUPLEX
1.14	2	14-GG999999	GUARD RAIL - 5ft LENGTH
1.15	2	14-GG999999	GUARD RAIL - 7.5ft LENGTH
1.16	1	15-DP080800	DEFLECTOR PANEL ASSEMBLY - 8ft DIA x 8ft
1.17	1	16-BB2PC0BF	CRANE BASE - 5BF20 - 2000lb
1.18	1	16-BE05BE20	BASE EXTENSION - 15in - 2000lb
1.19	1	16-CC2PC0M2	CRANE - 5PT20-M2 - 2000lb
1.20	1	16-WR1Q60E0	WIRE ROPE - SS - 1/4in x 60ft
1.21	2	17-AC38000B	BOLT KIT - UPPER GUIDE BAR BRACKET
1.22	4	17-IG03S6FL	BRACKET - 316SS - INTERMEDIATE GUIDE BAR - 3in
1.23	2	17-UG03S6FL	BRACKET - 316SS - UPPER GUIDE BAR - 3in
1.24	4	18-AC00CH00	CABLE HANGER ASSEMBLY - 316SS
1.25	3	18-BR000000	BRACKET ASSEMBLY - 316SS - DISCHARGE SUPPORT
1.26	4	18-HD080000	LIFTING CLUTCH - 8 TON
1.27	3	30-PU0000FL	PUMP - FLYGT NP3202SH (2 IN WELL, 1 SPARE)
1.28	2	31-EL0400FL	DISCHARGE ELBOW - 4in - FLYGT
1.29	2	31-HW00AKS6	ANCHOR KIT - 316SS - DISCHARGE ELBOW
1.30	2	32-AC0000FL	PUMP LIFTING SLING - 316SS
1.31	2	32-CGSS000E	CABLE SUPPORT GRIP - 304SS - 1in-1.24in CABLE
1.32	1	32-PLGE0000	GRIP EYE UNIT
1.33	2	40-99999999	DISCHARGE PIPE - 316SS SCH40 - 8in - UPPER
1.34	2	40-99999999	DISCHARGE PIPE - 316SS SCH40 - 8in - LOWER
1.35	56.2 ft	40-PP0100S6	PIPE - 316SS SCH40 - 1in DIA
1.36	140.0 ft	40-PP0300S6	PIPE - 316SS SCH40 - 3in DIA
1.37	11.0 ft	40-PP0800D0	PIPE - DI - 8in DIA
1.38	2	44-AD08HYFA	FLANGE ADAPTER - 8in - HYMAX GRIP
1.39	4	44-RJ0800S0	JOINT RESTRAINT - 8in
1.40	2	45-FP080600	SPOOL - DI - 8in DIA x 60in - FLGxPE
1.41	4	46-EL0190S6	ELBOW - 316SS - 1in x 90deg - FNPT
1.42	2	46-EL0890MJ	ELBOW - DI - 8in x 90deg - MJxMJ
1.43	2	48-RD0804DE	REDUCER - DI - 8in x 4in - ECCENTRIC
1.44	2	49-GS040000	GASKET - FLANGE - 4in
1.45	4	49-GS080000	GASKET - FLANGE - 8in
1.46	8	50-BR999999	BRACKET - CUSTOM SIDE MOUNT - GUARDRAIL
1.47	4	50-HW999999	PADLOCK
1.48	1	51-AC00NSTB	NEVER SIEZE - TUBE
1.49	210 ft	51-JWCS2120	JOINT WRAP - 12in - CONSEAL CS-212
1.50	14	51-SECS190T	SEALANT - 30oz TUBE - CONSEAL CS-1900
1.51	210 ft	51-SECS231S	SEALANT - 1in x .75in - CONSEAL CS-231
1.52	2	59-LS010300	LINK SEAL - 3in CORE x 1in PIPE
1.53	1	59-LS030600	LINK SEAL - 6in CORE x 3in PIPE
1.54	2	59-LS120800	LINK SEAL - 12in CORE x 8in PIPE
1.55	1	59-LS161200	LINK SEAL - 16in CORE x 12in PIPE
1.56	1	61-EP3000DC	DISCONNECT PANEL - 30inx30inx8in
1.57	1	62-BR00UT00	BRACKET - ULTRASONIC TRANSDUCER
1.58	6.5 ft	70-PP0300P4	PIPE - PVC SCH40 - 3in DIA
1.59	1	76-EL039040	ELBOW - PVC SCH40 - 3in x 90deg - SLIP
1.60	1	78-RD0302FC	REDUCER - FERNCO - 3in x 2in
1.61	1	80-ACANCHOR	LEVEL SENSOR ANCHOR ASSEMBLY
1.62	1	80-BR00UTHB	BRACKET - 316SS - HANGING BRACKET - 16in
1.63	2	80-FS20MSNL	FLOAT - 20m - MS1 - NOLTA
1.64	1	80-UT0015XP	ULTRASONIC TRANSDUCER - XPS-15
1.65	2	51-SECS80PR	PRIMER - 1GAL BUCKET - CONSEAL CS-80
1.66	1	13-DS3008MT	DISCONNECT STAND MOUNT - 30in x 8in
1.67	6	46-EL0145S6	ELBOW - 316SS - 1in x 45deg - FNPT
1.70	4	40-TT0114S6	NIPPLE - 316SS - 1in DIA x 14in
1.69	4	44-UN0100S6	UNION - 316SS SCH40 - 1in
1.68	2	40-TT0120S6	NIPPLE - 316SS - 1in DIA x 20in
1.71	2	40-TT012HS6	NIPPLE - 316SS - 1in DIA x 2.5in
1.72	2	40-TT0103S6	NIPPLE - 316SS - 1in DIA x 3in
1.73	2	40-TT013QS6	NIPPLE - 316SS - 1in DIA x 3.25in
1.74	2	44-CP0100S6	COUPLING - 316SS - 1in FNPT

LEVEL SENSOR ANCHOR ASSEMBLY CONSISTS OF 5/16" CHAIN AND A COATED CONCRETE WEIGHT. FLOATS ARE TO BE ZIP-TIED TO THE ASSEMBLY AT THE APPROPRIATE HEIGHTS.

NOTE: ALL HARDWARE TO BE 316SS

48 HOURS
BEFORE EXCAVATION
811
CALL UNDERGROUND
SERVICE ALERT

ROMTEC UTILITIES
18240 NORTH BANK ROAD
ROSEBURG, OREGON
(541) 496-9678

REGISTERED PROFESSIONAL ENGINEER
THOMAS J. ROGERS
No. C46152
EXP. 12/22
CIVIL
STATE OF CALIFORNIA

NO.	DATE	INIT.	DESCRIPTION	APP'VD
1	2/11/2022	KB	PER COMMENTS THRU 3-15-22	3-16-22
2	4/6/2022	KB	72HP, 3600 RPM PUMPS	4-7-22
3	4/22/2022	KB	PRODUCTION LAUNCH PREP	4-22-22
4	6/1/2022	KB	MINOR CORRECTIONS/CLARIFICATIONS	6-1-22
5	7/27/2022	KB	EDIT TITLE BLOCK / SIGNATURES	7-27-22

REFERENCES
EMWD SMALL SEWAGE LIFT STATION GUIDELINES,
STANDARD DRAWINGS, AND SPECIFICATIONS. JUNE 21, 2021

Reviewed By: Staff Engineer — Date: 08-12-2022
Recommended for Approval By: Administrative Engineer — Date: 08/12/2022
Approved By: City Engineer / Director of Public Works — Date: 08/24/2022

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

		DATE
DESIGNED	KB	3-1-22
DRAWN	KB	3-16-22
TRACED		
CHECKED		
SUBMITTED		

SCALE: AS NOTED
0 ——— 1"

CITY OF BEAUMONT PUBLIC WORKS
RIVERSIDE COUNTY, CALIFORNIA

FAIRWAY CANYON - PHASE 4
SEWAGE LIFT STATION - TRACT 31462

WET WELL
COMPONENTS AND DETAILS

I.D.
S.A.
W.O.
C.O.
COORD.
SHT. 4 OF 18
FILE NO. 3442
M-2

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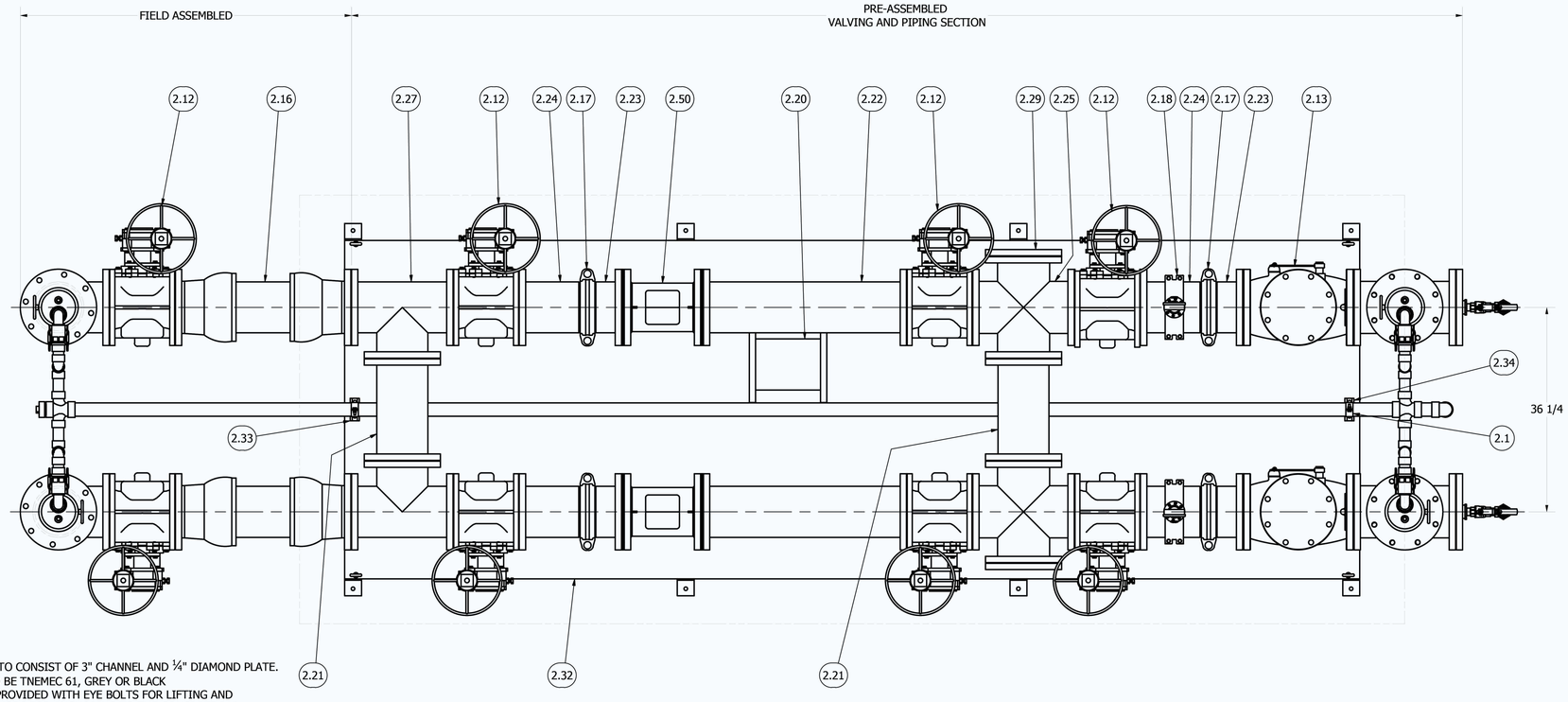


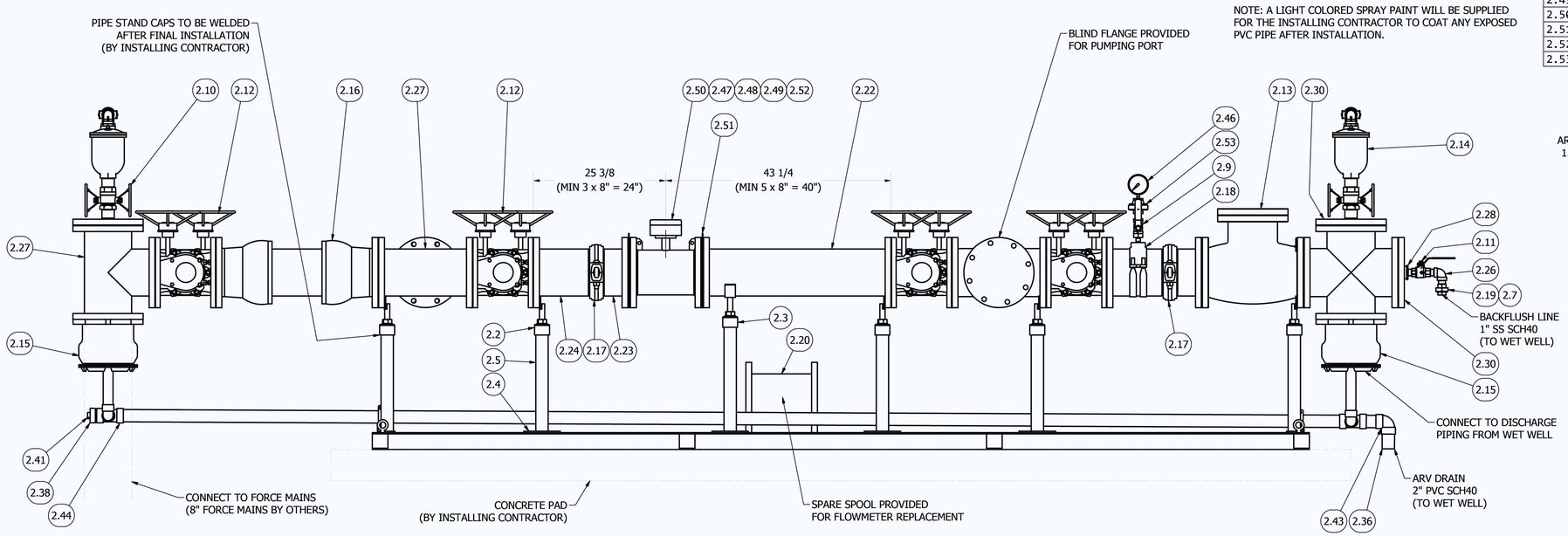
STEEL SKID TO CONSIST OF 3" CHANNEL AND ¼" DIAMOND PLATE.
COATING TO BE TNEMEC 61, GREY OR BLACK
IT WILL BE PROVIDED WITH EYE BOLTS FOR LIFTING AND
WEDGE ANCHORS FOR ANCHORING TO THE CONCRETE PAD.

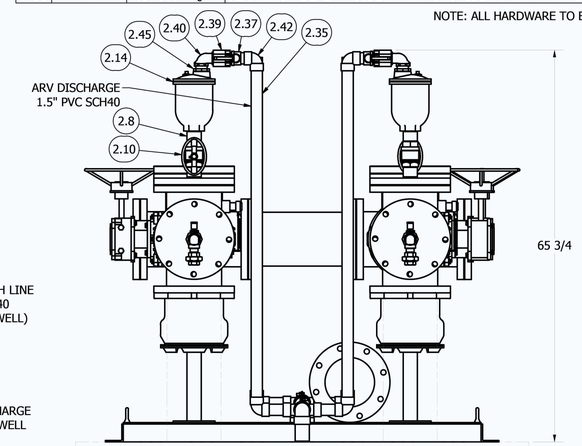
PARTS LIST

ITEM	QTY	STOCK NUMBER	DESCRIPTION
2.1	2	18-AC02CLS6	DISCHARGE CLAMP - 316SS - 2in - STRUTMOUNT
2.2	12	25-PS080FLG	PIPE STAND - 304SS - 8in FLANGE
2.3	2	25-PS080SAD	PIPE STAND - 304SS - 8in SADDLE
2.4	12	25-PSBASES4	PIPE STAND - 304SS - BASE PLATE
2.5	20.2 ft	40-PP0200S4	PIPE - 304SS SCH40 - 2in DIA
2.6	4	40-TT0H02S6	NIPPLE - 316SS - 0.5in DIA x 2in
2.7	6	40-TT0102S6	NIPPLE - 316SS - 1in DIA x 2in LENGTH
2.8	8	40-TT0203S4	NIPPLE - 304SS - 2in DIA x 3in
2.9	2	41-BV0H00S6	BALL VALVE - 316SS - 0.5in
2.10	4	41-BV02OVS6	BALL VALVE - 316SS - 2in - OVAL HANDLE
2.11	2	41-BV0100S6	BALL VALVE - 316SS - 1in
2.12	8	41-PV080HD0	PLUG VALVE - 8in - GEARED HANDWHEEL
2.13	2	42-LS0800D0	CHECK VALVE - LEVER & SPRING - 8in
2.14	4	43-AV0200AR	AIR RELEASE VALVE - 2in NPT - VALMATIC 48A
2.15	4	44-AD08RMAL	FLANGE ADAPTER - 8in - ROMAC ALPHA
2.16	2	44-CP08FLDB	FLEX JOINT - DOUBLE BALL - 8in FLGxFLG - 4in OFFSET
2.17	4	44-CP0431VC	COUPLING - 4in - VICTAULIC 031
2.18	2	44-TS080H00	TAPPING SADDLE - 8in x .5in NPT
2.19	2	44-UN0100S6	UNION - 316SS SCH40 - 1in
2.20	1	45-FF08133Q	SPOOL - DI - 8in DIA x 13.75in - FLGxFLG
2.21	2	45-FF080180	SPOOL - DI - 8in DIA x 18in - FLGxFLG
2.22	2	45-FF080360	SPOOL - DI - 8in DIA x 36in - FLGxFLG
2.23	4	45-FG080060	SPOOL - DI - 8in DIA x 6in - FLGxGRV
2.24	4	45-FG080120	SPOOL - DI - 8in DIA x 12in - FLGxGRV
2.25	4	46-CX0808DI	CROSS - DI - 8in x 8in - FLGxFLG
2.26	3	46-EL0190S6	ELBOW - 316SS - 1in x 90deg - FNPT
2.27	4	46-TE0808DI	TEE - DI - 8in x 8in - FLGxFLG
2.28	2	48-BH0201S6	BUSHING - 316SS - 2in X 1in - MNPTxFNPT
2.29	2	48-FL080BD0	FLANGE - DI - 8in - BLIND
2.30	6	48-FL0802D0	FLANGE - DI - 8in - BLIND - 2"" TAP
2.31	42	49-GS080000	GASKET - FLANGE - 8in
2.32	1	50-SK999999	GRATE FRAME ASSEMBLY - SS
2.33	0.3 ft	50-US0000S6	UNISTRUT - 316SS - SLOTTED
2.34	0.3 ft	50-USH000S6	UNISTRUT- HALF-SIZE - 316SS - SLOTTED
2.35	21.3 ft	70-PP1H00P4	PIPE - PVC SCH40 - 1.5in DIA
2.36	20.7 ft	70-PP0200P4	PIPE - PVC SCH40 - 2in DIA
2.37	4	74-AD1H004M	ADAPTER - PVC SCH40 - 1.5in - SLIP x MNPT
2.38	1	74-AD02CODW	CLEANOUT ADAPTER - PVC DWV - 2in
2.39	4	74-CL1H1HSF	CAM LOCK - 1.5in SOCKET x 1.5in FNPT
2.40	4	74-CL1HELPM	CAM LOCK - 1.5in ELBOW - PLUGxMNPT
2.41	1	74-PL0200DW	PLUG - PVC DWV - 2in
2.42	8	76-EL1H9040	ELBOW - PVC SCH40 - 1.5in x 90deg - SLIP
2.43	1	76-EL029040	ELBOW - PVC SCH40 - 2in x 90deg - SLIP
2.44	2	76-TD021HDW	DOUBLE TEE - PVC DWV - 2in x 1.5in - SLIP
2.45	4	78-BH021H8M	BUSHING - PVC SCH80 - 2in x 1.5in - MNPT x FNPT
2.46	2	81-PG3H00QL	PRESSURE GAUGE - 3.5in DIA x 200#
2.47	2	82-AC0PNLSI	PANEL MOUNT KIT - TRANSMITTER - SIEMENS
2.48	2	82-ACCABKSI	CABLE KIT - 100ft - FLOWMETER - SIEMENS
2.49	2	82-ACPKITSI	POTTING KIT - FLOWTUBE - SIEMENS
2.50	2	82-FT0800SI	FLOWTUBE - 8in - REMOTE - SIEMENS
2.51	4	82-GR080000	GROUNDING RING - 8in
2.52	2	82-TX0PNLSI	TRANSMITTER - PANEL MOUNT - SIEMENS
2.53	2	83-GI0HFQF1	DIAPHRAGM SEAL - 0.5in FNPT x 0.25in FNPT - TYPE 101

NOTE: ALL HARDWARE TO BE 316SS

NOTE: A LIGHT COLORED SPRAY PAINT WILL BE SUPPLIED FOR THE INSTALLING CONTRACTOR TO COAT ANY EXPOSED PVC PIPE AFTER INSTALLATION.





VIEW6
SCALE 1 / 12

48 HOURS
BEFORE EXCAVATION
811
CALL UNDERGROUND
SERVICE ALERT

ROMTEC UTILITIES
18240 NORTH BANK ROAD
ROSEBURG, OREGON
(541) 496-9678

REGISTERED PROFESSIONAL ENGINEER
THOMAS J. ROGERS
No. C46152
EXP. 12-22
CIVIL
STATE OF CALIFORNIA

NO.	DATE	INIT.	DESCRIPTION	APP'VD
1	2/11/2022	KB	PER COMMENTS THRU 3-15-22	3-16-22
2	4/6/2022	KB	72HP, 3600 RPM PUMPS	4-7-22
3	4/22/2022	KB	PRODUCTION LAUNCH PREP	4-22-22
4	6/1/2022	KB	MINOR CORRECTIONS/CLARIFICATIONS	6-1-22
5	7/27/2022	KB	EDIT TITLE BLOCK / SIGNATURES	7-27-22

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550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

		DATE
DESIGNED	KB	3-1-22
DRAWN	KB	3-16-22
TRACED		
CHECKED		
SUBMITTED		

SCALE: AS NOTED
0 ——— 1"

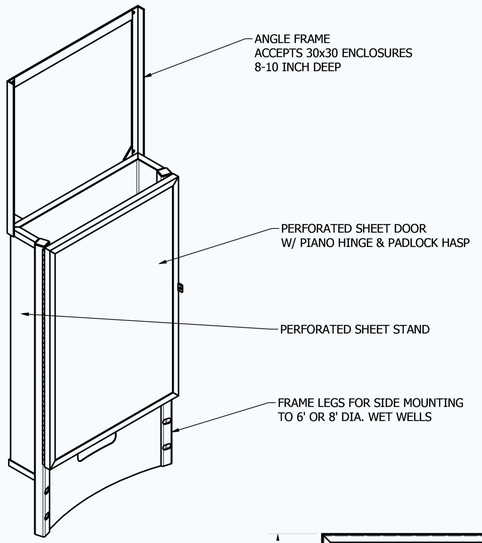
CITY OF BEAUMONT PUBLIC WORKS
RIVERSIDE COUNTY, CALIFORNIA

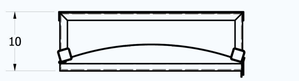
FAIRWAY CANYON - PHASE 4
SEWAGE LIFT STATION - TRACT 31462

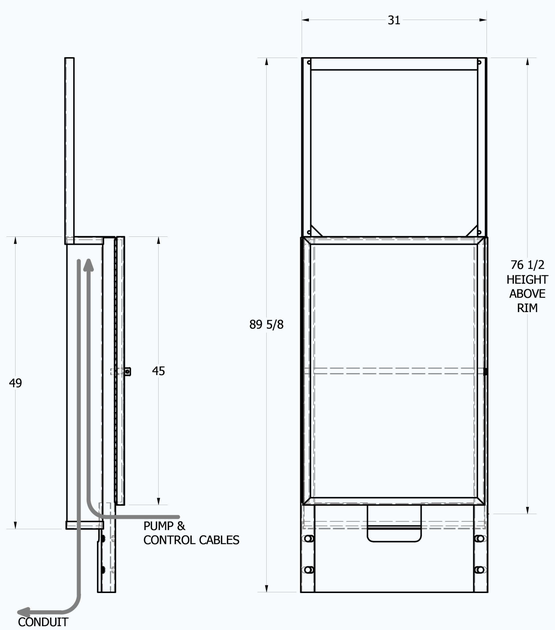
VALVE ASSEMBLY
COMPONENTS AND DETAILS

I.D.
S.A.
W.O.
C.O.
COORD.
SHT. 5 OF 18
FILE NO. 3442
M-3

V:\Inventor\Projects\A - Job Folders\California\FAIRWAY CANYON\FAIRWAY CANYON - DRAWINGS.dwg

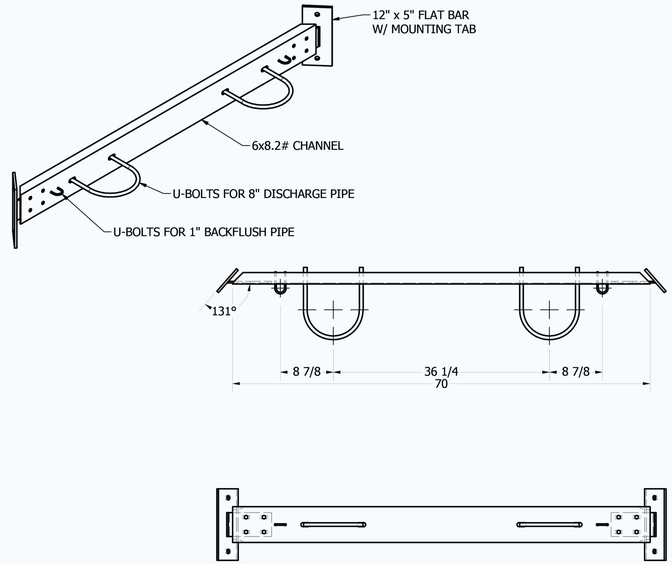






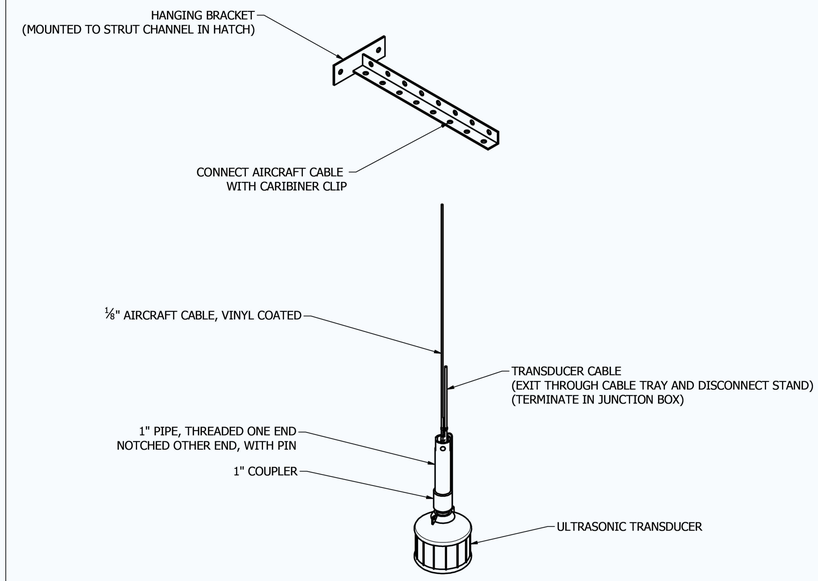
DISCONNECT STAND
SCALE 1 / 12
MATERIAL: 316SS

NOTE: ALL-THREAD, HARDWARE,
AND EPOXY ANCHOR KIT PROVIDED

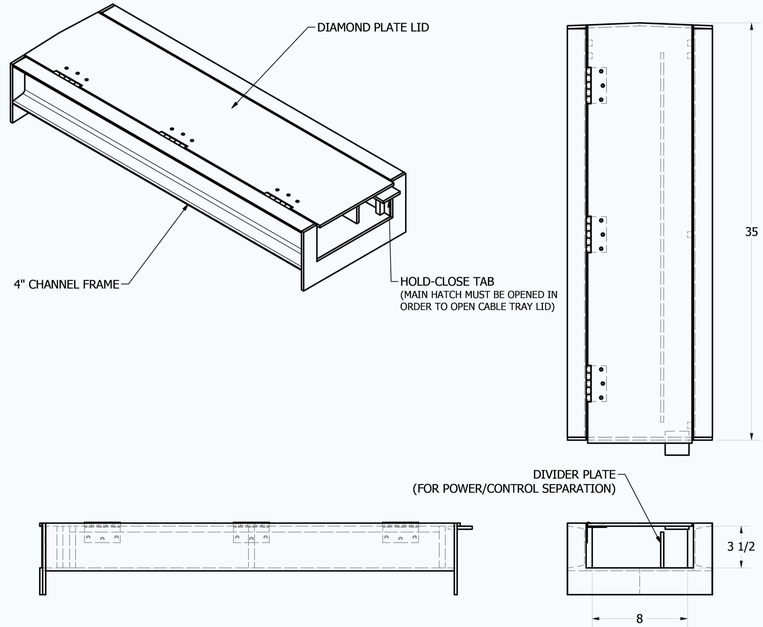


DISCHARGE SUPPORT BRACKET
SCALE 1 / 12
MATERIAL: 316SS

NOTE: ALL-THREAD, HARDWARE,
AND EPOXY ANCHOR KIT PROVIDED



TRANSDUCER HANGING ASSEMBLIES
SCALE 1 / 6
MATERIAL: 316SS



CABLE TRAY
SCALE 1 / 6
MATERIAL: 316SS

48 HOURS
BEFORE EXCAVATION
811
CALL UNDERGROUND
SERVICE ALERT

ROMTEC UTILITIES
18240 NORTH BANK ROAD
ROSEBURG, OREGON
(541) 496-9678

REGISTERED PROFESSIONAL ENGINEER
THOMAS J. ROGERS
No. C61152
EXP. 12/22
CIVIL
STATE OF CALIFORNIA

NO.	DATE	INIT.	DESCRIPTION	APP'VD
1	2/11/2022	KB	PER COMMENTS THRU 3-15-22	3-16-22
2	4/6/2022	KB	72HP, 3600 RPM PUMPS	4-7-22
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		DATE
DESIGNED	KB	3-1-22
DRAWN	KB	3-16-22
TRACED		
CHECKED		
SUBMITTED		

SCALE: AS NOTED
0 ——— 1"

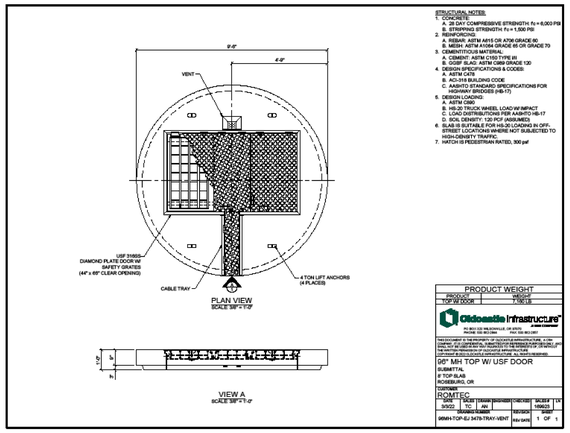
CITY OF BEAUMONT PUBLIC WORKS
RIVERSIDE COUNTY, CALIFORNIA

FAIRWAY CANYON - PHASE 4
SEWAGE LIFT STATION - TRACT 31462

WET WELL
MISC. ASSEMBLY DETAILS

I.D.
S.A.
W.O.
C.O.
COORD.
SHT. 6 OF 18
FILE NO. 3442
M-4

V:\Inventor\Projects\A - Job Folders\California\FAIRWAY CANYON\FAIRWAY CANYON - DRAWINGS.dwg



STRUCTURAL NOTES:
1. CONCRETE:
A. 28 DAY COMPRESSIVE STRENGTH: f'c = 6,000 PSI
B. STRIPPING STRENGTH: f'c = 1,500 PSI
2. REINFORCING:
A. REBAR: ASTM A615 OR A706 GRADE 60
B. MESH: ASTM A1064 GRADE 65 OR GRADE 70
3. CEMENTITIOUS MATERIAL:
A. CEMENT: ASTM C150 TYPE III
B. GGBF SLAG: ASTM C989 GRADE 120
4. DESIGN SPECIFICATIONS & CODES:
A. ASTM C478
B. ACI-318 BUILDING CODE
C. AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES (HB-17)
5. DESIGN LOADING:
A. ASTM C890
B. HS-20 TRUCK WHEEL LOAD W/ IMPACT
C. LOAD DISTRIBUTIONS PER AASHTO HB-17
D. SOIL DENSITY: 120 PCF (ASSUMED)
6. ALL PRECAST ELEMENTS TO BE HS-20 LOADING IN OFF-STREET LOCATIONS WHERE NOT SUBJECTED TO HIGH-DENSITY TRAFFIC.
7. HATCH IS PEDESTRIAN RATED, 300 psf

PRODUCT WEIGHT

PRODUCT	WEIGHT
TOP 96 DOOR	7,700 LB

Oldcastle Infrastructure
A CRH COMPANY
PO BOX 323 WILSONVILLE, OR 97070
PHONE 503-682-2844 FAX 503-682-2837

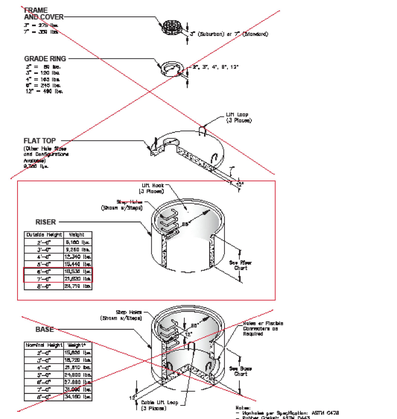
THIS DOCUMENT IS THE PROPERTY OF OLDCASTLE INFRASTRUCTURE, A CRH COMPANY. IT IS CONFIDENTIAL, SUBJECT TO RESTRICTIONS OF USE AND DISCLOSURE, AND MAY BE COPIED FOR THE PURPOSES OF THE PERFORMANCE OF THE WRITTEN PROGRAM OF OLDCASTLE INFRASTRUCTURE. ALL OTHER RIGHTS ARE RESERVED. ©2021 OLDCASTLE INFRASTRUCTURE, INC.

96" MH TOP W/ USF DOOR
SUBMITTAL
TOP SLAB
ROSEBURG, OR
CUSTOMER
ROMTEC

DATE	DRAWN	CHECKED	SCALE	LV
3/9/22	TC AN		1/8"=1'-0"	

DRAWING NUMBER	REVISION	SHEET
96MH-TOP-SJ 3x10x70inX-VENT	Not Issued	1 OF 1

96" MANHOLE



Outside Height	Weight
2'-0"	6,180 lbs.
3'-0"	9,270 lbs.
4'-0"	12,360 lbs.
5'-0"	15,450 lbs.
6'-0"	18,540 lbs.
7'-0"	21,630 lbs.
8'-0"	24,719 lbs.

Nominal Height	Weight
2'-0"	10,800 lbs.
3'-0"	16,700 lbs.
4'-0"	21,812 lbs.
5'-0"	21,600 lbs.
6'-0"	27,850 lbs.
7'-0"	31,896 lbs.
8'-0"	34,192 lbs.

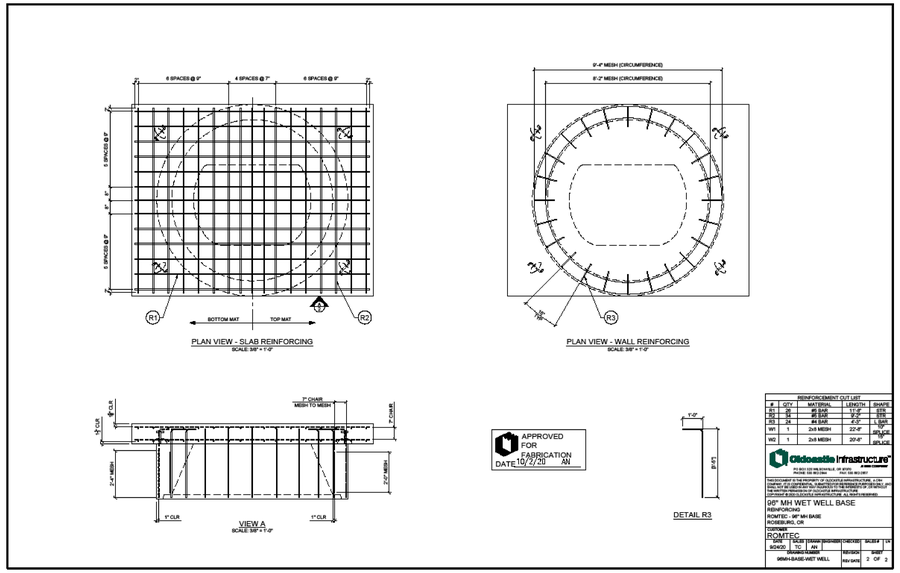
Notes:
- Manholes per Specification: ASTM C478
- Rebar Coated: ASTM D443
- Holes Cored or Cast as Required.
- Steps Embedded Only Approximately Steps o/At Bar b. Center.
- Steps Shall Be Of Copolymer Polypropylene Per ASTM A48 Class 30, Reinforced/Temperated Bar Available.
- Optional Extended Base Available.

Oldcastle Precast
PO Box 323, Wilsonville, Oregon 97070-0323
Tel: (503) 682-2844 Fax: (503) 682-2837

96" MANHOLE
File Name: 020-96MH
Issue Date: 2016
oldcastleprecast.com/wilsonville

96" MANHOLE

8.0



APPROVED FOR FABRICATION
DATE 10/2/20 AN

#	QTY	MATERIAL	LENGTH	SHAPE
R1	36	#5 BAR	11'-0"	STR
R2	36	#5 BAR	11'-0"	STR
R3	24	#5 BAR	4'-0"	1 BEND
W1	1	2x6 MESH	22'-0"	28 PLCS
W2	1	2x6 MESH	20'-0"	26 PLCS

Oldcastle Infrastructure
A CRH COMPANY
PO BOX 323 WILSONVILLE, OR 97070
PHONE 503-682-2844 FAX 503-682-2837

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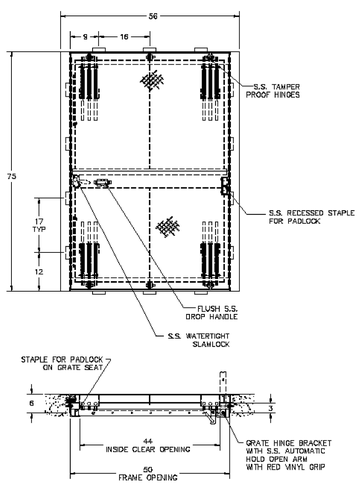
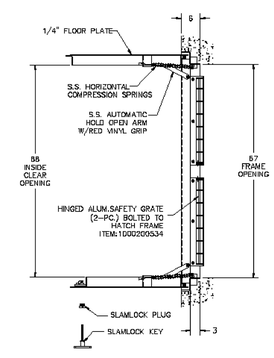
96" MH WET WELL BASE
REINFORCING
ROMTEC - 96" MH BASE
ROSEBURG, OR
CUSTOMER
ROMTEC

DATE	DRAWN	CHECKED	SCALE	LV
9/24/20	TC AN		3/8"=1'-0"	

DRAWING NUMBER	REVISION	SHEET
96MH-BASE-WET WELL	Not Issued	2 OF 2





NOTES:
1 – HATCH MATERIAL: 316L STAINLESS STEEL
2 – LOADING: 300 LBS PER SQ. FT.
3 – 316 STAINLESS STEEL NUTS & BOLTS
4 – SAFETY GRATING, ALUMINUM, TO BE PAINTED WITH SAFETY ORANGE POWDER COAT
5– APPROXIMATE WEIGHT: 576 LBS.

INTERPRET DIMENSIONS AND TOLERANCES PER ASME Y14.5M
REMOVE ALL SHARP CORNERS & EDGES
DIMENSIONS UNLESS OTHERWISE SPECIFIED
FINISH AND FUNCTIONS
<10" = ± 1/8
>10" = ± 1/4

U.S.F. FABRICATION INC.
HAMPANO, FLORIDA
HATCH APD 50 X 67 S.S 316L
WITH SPRINGS, RSTR. PADLOCK, SLAMLOCK AND SAFETY GRATE

DRAWN BY	SCALE	DATE
A.Q.	1:12	1 = 1 03/14/22
DWG. NO.	REV	
A.Q. 1000200533	C	0

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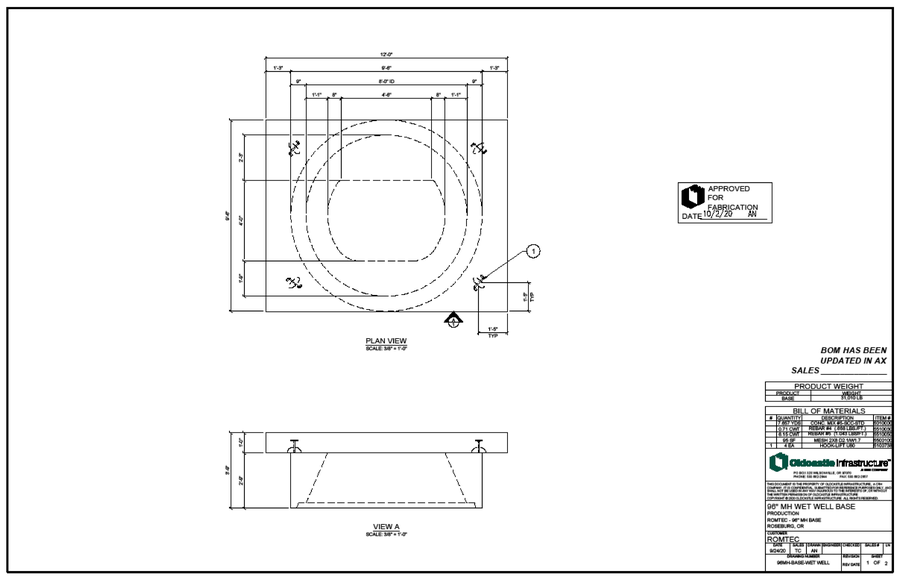

APPROVED FOR FABRICATION
DATE 10/2/20 AN

BOM HAS BEEN UPDATED IN AX
SALES _____

PRODUCT WEIGHT

PRODUCT	WEIGHT
BASE	17,370 LB

BILL OF MATERIALS

#	QUANTITY	DESCRIPTION	ITEM #
1	1 EA	HATCH,APD,50X67,SS316L	1000200533
2	1 EA	GRATE,ALUM,SAFETY,2PC	1000200534
3	6 EA	RESERVE TE CAST,GRIP 2	1000200
4	36 LF	RESERVE CAST,GRIP 2	1000200
5	1 EA	MESH,CAR,SS,1000	1000200
6	1 EA	HOOK,LIFT,1,000	1000200

Oldcastle Infrastructure
A CRH COMPANY
PO BOX 323 WILSONVILLE, OR 97070
PHONE 503-682-2844 FAX 503-682-2837

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96" MH WET WELL BASE
PRODUCTION
ROMTEC - 96" MH BASE
ROSEBURG, OR
CUSTOMER
ROMTEC

DATE	DRAWN	CHECKED	SCALE	LV
9/24/20	TC AN		3/8"=1'-0"	

DRAWING NUMBER	REVISION	SHEET
96MH-BASE-WET WELL	Not Issued	1 OF 2

48 HOURS
BEFORE EXCAVATION
811
CALL UNDERGROUND
SERVICE ALERT

ROMTEC UTILITIES
18240 NORTH BANK ROAD
ROSEBURG, OREGON
(541) 496-9678

NO.	DATE	INIT.	DESCRIPTION	APP'VD
1	2/11/2022	KB	PER COMMENTS THRU 3-15-22	3-16-22
2	4/6/2022	KB	72HP, 3600 RPM PUMPS	4-7-22
3	4/22/2022	KB	PRODUCTION LAUNCH PREP	4-22-22
4	6/1/2022	KB	MINOR CORRECTIONS/CLARIFICATIONS	6-1-22
5	7/27/2022	KB	EDIT TITLE BLOCK / SIGNATURES	7-27-22

REFERENCES
EMWD SMALL SEWAGE LIFT STATION GUIDELINES,
STANDARD DRAWINGS, AND SPECIFICATIONS. JUNE 21, 2021

Reviewed By: _____ Staff Engineer — Date: 08-12-2022
Recommended for Approval By: _____ Administrative Engineer — Date: 08/12/2022
Approved By: _____ City Engineer / Director of Public Works — Date: 08/24/2022

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

		DATE
DESIGNED	KB	3-1-22
DRAWN	KB	3-16-22
TRACED		
CHECKED		
SUBMITTED		

SCALE: AS NOTED
0 ——— 1"

CITY OF BEAUMONT PUBLIC WORKS
RIVERSIDE COUNTY, CALIFORNIA

FAIRWAY CANYON - PHASE 4
SEWAGE LIFT STATION - TRACT 31462

WET WELL
STRUCTURAL PLANS & DETAILS

I.D.	
S.A.	
W.O.	
C.O.	
COORD.	
SHT.	7 OF 18
FILE NO.	3442
	S-1

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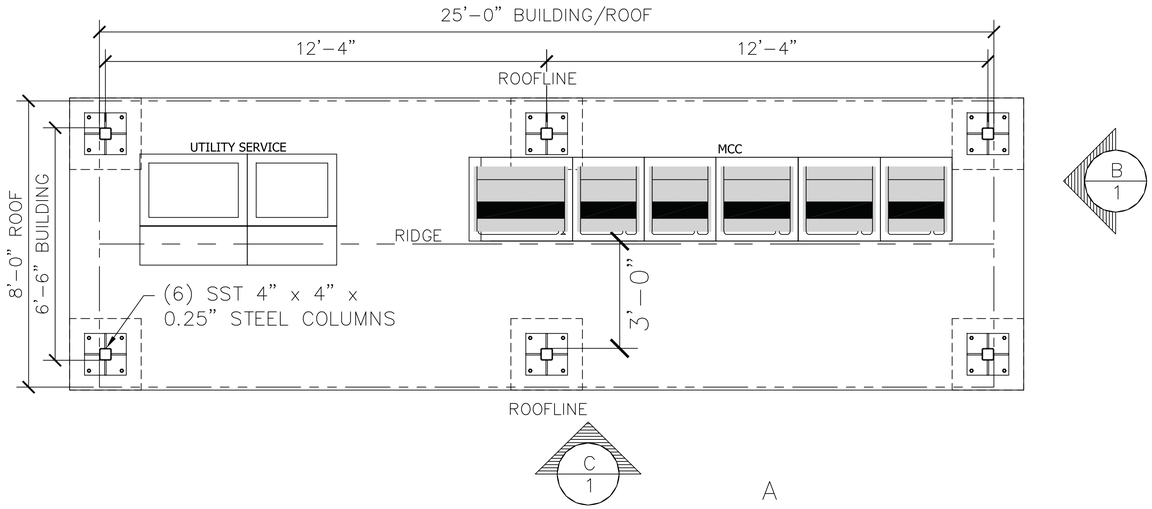
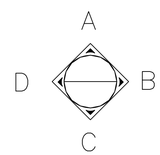
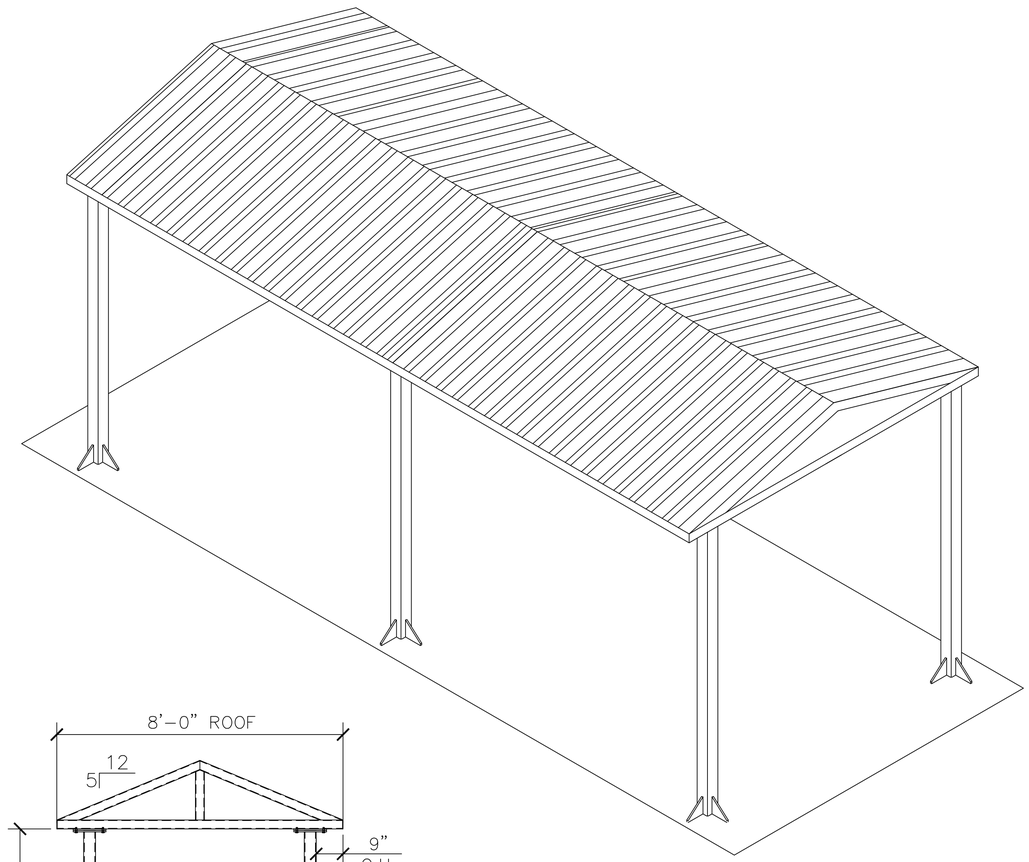
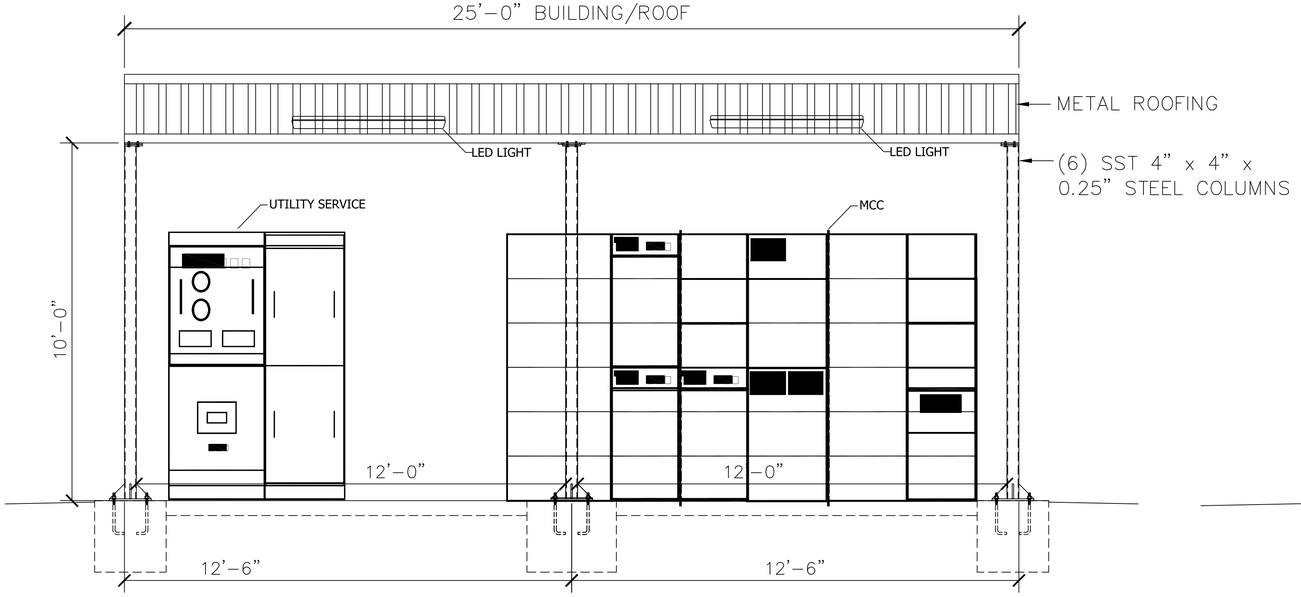


1 FLOOR PLAN

SCALE: 1/2" = 1'-0"

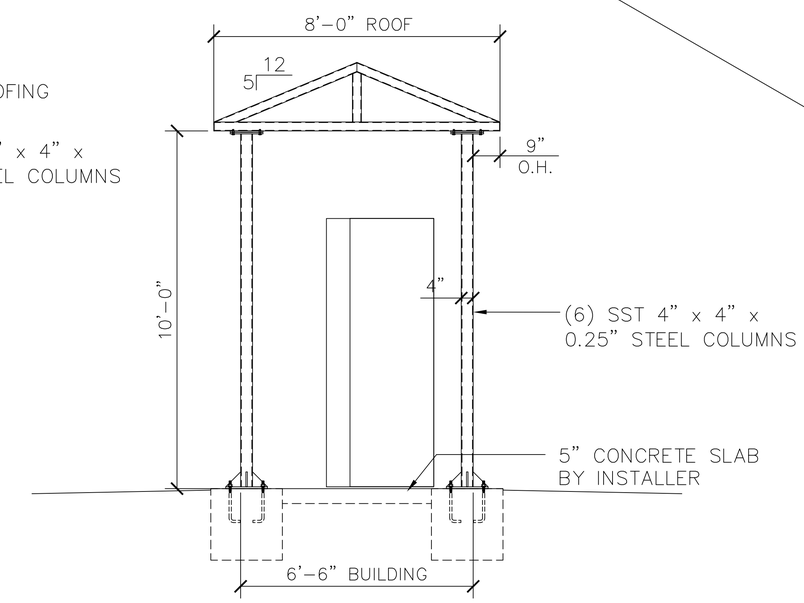






C ELEVATION VIEW

SCALE: 1/2" = 1'-0"



B ELEVATION VIEW

SCALE: 1/2" = 1'-0"

NOTE: MECHANICAL AND STRUCTURAL DETAILS TO BE SUBMITTED TO THE BUILDING DEPARTMENT UNDER A SEPARATE SUBMITTAL.

48 HOURS
BEFORE EXCAVATION
811
CALL UNDERGROUND SERVICE ALERT

ROMTEC UTILITIES
18240 NORTH BANK ROAD
ROSEBURG, OREGON
(541) 496-9678

NO.	DATE	INIT.	DESCRIPTION	APP'VD
1	2/11/2022	KB	PER COMMENTS THRU 3-15-22	3-16-22
2	4/6/2022	KB	72HP, 3600 RPM PUMPS	4-7-22
3	4/22/2022	KB	PRODUCTION LAUNCH PREP	4-22-22
4	6/1/2022	KB	MINOR CORRECTIONS/CLARIFICATIONS	6-1-22
5	7/27/2022	KB	EDIT TITLE BLOCK / SIGNATURES	7-27-22

REFERENCES
EMWD SMALL SEWAGE LIFT STATION GUIDELINES,
STANDARD DRAWINGS, AND SPECIFICATIONS. JUNE 21, 2021

Reviewed By: Staff Engineer — Date: 08-12-2022
Recommended for Approval By: Administrative Engineer — Date: 08/12/2022
Approved By: City Engineer / Director of Public Works — Date: 08/24/2022

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

		DATE
DESIGNED	CR	3-1-22
DRAWN	TH	3-16-22
TRACED		
CHECKED	KB	3-18-22
SUBMITTED		

SCALE: AS NOTED
0 ——— 1"

CITY OF BEAUMONT PUBLIC WORKS
RIVERSIDE COUNTY, CALIFORNIA

FAIRWAY CANYON - PHASE 4
SEWAGE LIFT STATION - TRACT 31462

SUN SHADE
PLAN VIEW & ELEVATION

I.D.
S.A.
W.O.
C.O.
COORD.
SHT. 8 OF 18
FILE NO. 3442
S-2

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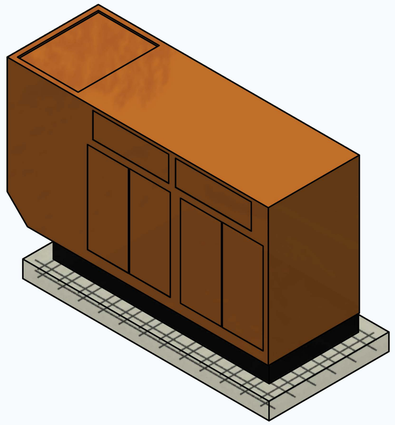
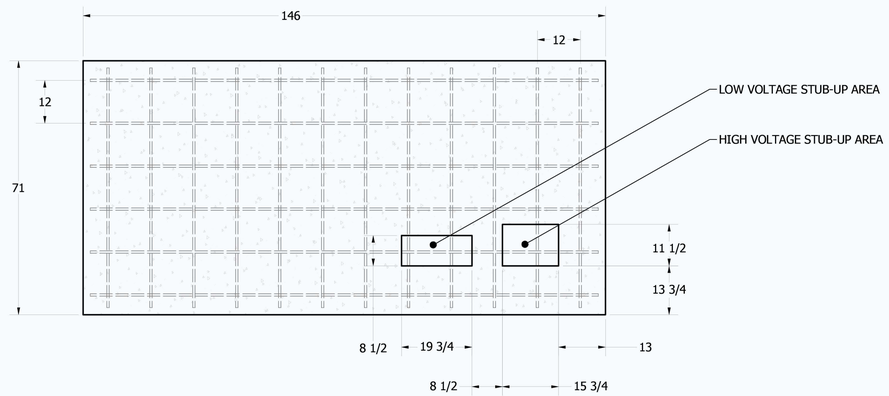
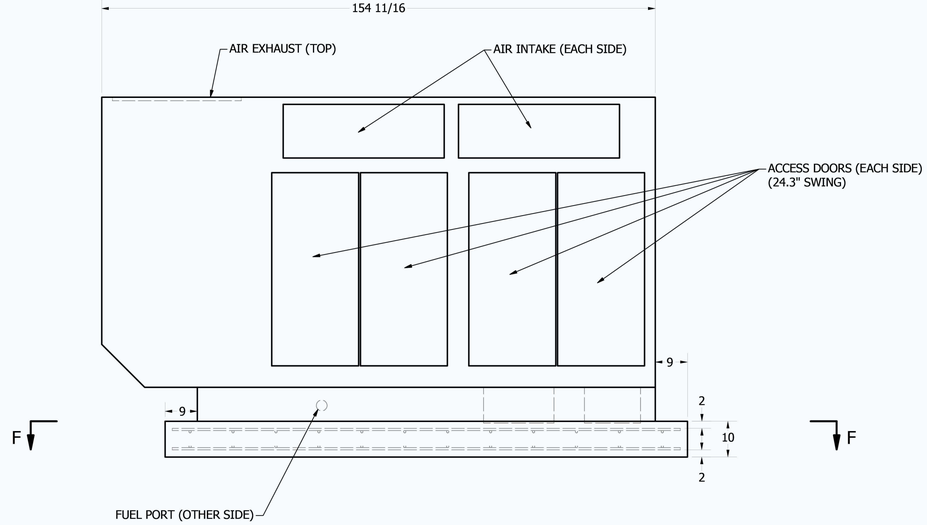


GENERATOR INFORMATION
GENERAC SG200 200kW NATURAL GAS
LEVEL 2 SOUND ATTENUAED ENCLOSURE
(SEE DATASHEETS FOR DETAILS)

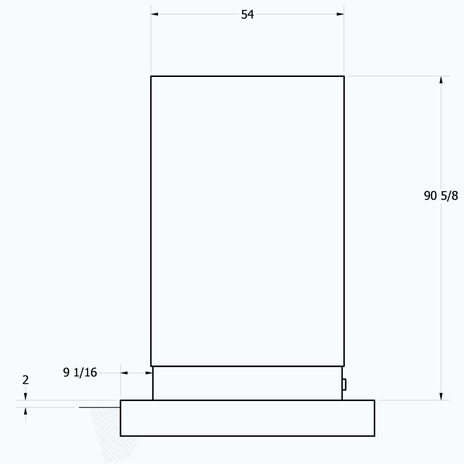
REBAR: #5 , 12" O.C. EACH WAY, 2" FROM SURFACE MIN.
CONCRETE: 4000 PSI (MIN)
ANCHORS: Ø⅝", GRADE 5 STEEL, WEDGE OR EPOXY ANCHORS (10 TOTAL)



SECTION F-F
SCALE 1 / 20



PROFILE VIEW
SCALE 1 / 20



END VIEW
SCALE 1 / 20

NOTE: SEE GENERATOR DATASHEETS FOR ADDITIONAL DETAILS

48 HOURS
BEFORE EXCAVATION
811
CALL UNDERGROUND
SERVICE ALERT

ROMTEC UTILITIES
18240 NORTH BANK ROAD
ROSEBURG, OREGON
(541) 496-9678

REGISTERED PROFESSIONAL ENGINEER
THOMAS J. ROGERS
No. C46152
EXP. 12/22
CIVIL
STATE OF CALIFORNIA

NO.	DATE	INIT.	DESCRIPTION	APP'VD
1	2/11/2022	KB	PER COMMENTS THRU 3-15-22	3-16-22
2	4/6/2022	KB	72HP, 3600 RPM PUMPS	4-7-22
3	4/22/2022	KB	PRODUCTION LAUNCH PREP	4-22-22
4	6/1/2022	KB	MINOR CORRECTIONS/CLARIFICATIONS	6-1-22
5	7/27/2022	KB	EDIT TITLE BLOCK / SIGNATURES	7-27-22

REFERENCES
EMWD SMALL SEWAGE LIFT STATION GUIDELINES,
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Reviewed By: _____ Staff Engineer Date: 08-12-2022
Recommended for Approval By: _____ Administrative Engineer Date: 08/12/2022
Approved By: _____ City Engineer / Director of Public Works Date: 08/24/2022

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

		DATE
DESIGNED	KB	3-1-22
DRAWN	KB	3-16-22
TRACED		
CHECKED		3-18-22
SUBMITTED		

SCALE: AS NOTED
0 ———— 1"

CITY OF BEAUMONT PUBLIC WORKS
RIVERSIDE COUNTY, CALIFORNIA

FAIRWAY CANYON - PHASE 4
SEWAGE LIFT STATION - TRACT 31462

GENERATOR
OUTLINE & FOUNDATION

I.D.
S.A.
W.O.
C.O.
COORD.
SHT. 9 OF 18
FILE NO. 3442
S-3

V:\Inventor\Projects\A - Job Folders\California\FAIRWAY CANYON\FAIRWAY CANYON - DRAWINGS.dwg

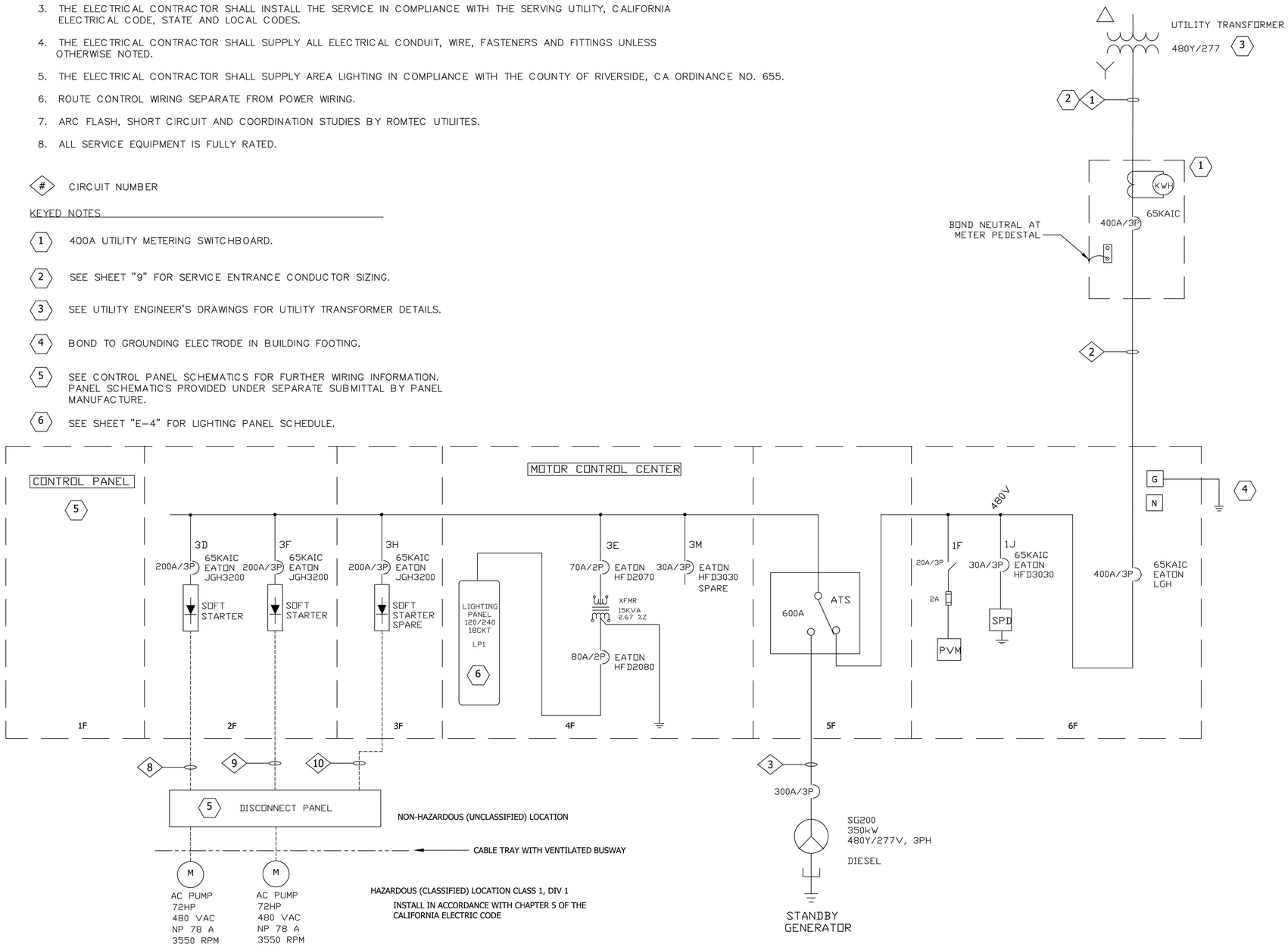
GENERAL NOTES:

1. PRELIMINARY DRAWINGS AND NOTES PROVIDED FOR ESTIMATING PURPOSES ONLY. NOT FOR CONSTRUCTION.
2. ALL ITEMS RELATED TO THE ELECTRICAL SERVICE SUCH AS SERVICE CONDUIT, CONDUCTORS, DUCT, PAD MOUNT, RISERS, PULL BOXES, FITTINGS, PERMITS, FEES, AND PROTECTIVE COVERING FROM THE SERVICE POINT LOCATION SHALL BE VERIFIED WITH THE SERVING UTILITY
3. THE ELECTRICAL CONTRACTOR SHALL INSTALL THE SERVICE IN COMPLIANCE WITH THE SERVING UTILITY, CALIFORNIA ELECTRICAL CODE, STATE AND LOCAL CODES.
4. THE ELECTRICAL CONTRACTOR SHALL SUPPLY ALL ELECTRICAL CONDUIT, WIRE, FASTENERS AND FITTINGS UNLESS OTHERWISE NOTED.
5. THE ELECTRICAL CONTRACTOR SHALL SUPPLY AREA LIGHTING IN COMPLIANCE WITH THE COUNTY OF RIVERSIDE, CA ORDINANCE NO. 655.
6. ROUTE CONTROL WIRING SEPARATE FROM POWER WIRING.
7. ARC FLASH, SHORT CIRCUIT AND COORDINATION STUDIES BY ROMTEC UTILIITES.
8. ALL SERVICE EQUIPMENT IS FULLY RATED.

CIRCUIT NUMBER

KEYED NOTES

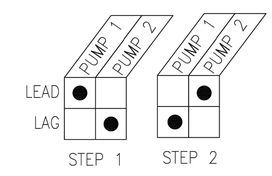
1. 400A UTILITY METERING SWITCHBOARD.
2. SEE SHEET "9" FOR SERVICE ENTRANCE CONDUCTOR SIZING.
3. SEE UTILITY ENGINEER'S DRAWINGS FOR UTILITY TRANSFORMER DETAILS.
4. BOND TO GROUNDING ELECTRODE IN BUILDING FOOTING.
5. SEE CONTROL PANEL SCHEMATICS FOR FURTHER WIRING INFORMATION. PANEL SCHEMATICS PROVIDED UNDER SEPARATE SUBMITTAL BY PANEL MANUFACTURE.
6. SEE SHEET "E-4" FOR LIGHTING PANEL SCHEDULE.



MCC	
1F	CONTROL PANEL
2F	PUMP 1 & 2 SOFT STARTERS
3F	SPARE SOFT STARTER
4F	LIGHTING PANEL
5F	AUTOMATIC TRANSFER SWITCH
6F	MAIN DISCONNECT

1/7 SINGLE LINE DIAGRAM
SCALE - NONE

ALTERNATION TABLE



48 HOURS **BEFORE** EXCAVATION **811** **CALL** UNDERGROUND SERVICE ALERT

ROMTEC UTILITIES
18240 NORTH BANK ROAD
ROSEBURG, OREGON
(541) 496-9678

REGISTERED PROFESSIONAL ENGINEER GERALD L. JOHNSON No. EE14158 Exp. 6/30/2023 ELECTRICAL STATE OF CALIFORNIA
8-2-2022

NO.	DATE	INI.	DESCRIPTION	APP'VD
1	2/11/2022	KB	PER COMMENTS THRU 3-15-22	3-16-22
2	4/6/2022	KB	72HP, 3600 RPM PUMPS	4-7-22
3	4/22/2022	KB	PRODUCTION LAUNCH PREP	4-22-22
4	6/1/2022	KB	MINOR CORRECTIONS/CLARIFICATIONS	6-1-22
5	7/27/2022	KB	EDIT TITLE BLOCK / SIGNATURES	7-27-22

REFERENCES
EMWD SMALL SEWAGE LIFT STATION GUIDELINES,
STANDARD DRAWINGS, AND SPECIFICATIONS. JUNE 21, 2021

Reviewed By: Mark P. Squyres, Staff Engineer — Date: 8-18-2022
Recommended for Approval By: Mark P. Squyres, Administrative Engineer — Date: 8-18-2022
Approved By: Allen D. Harris, City Engineer / Director of Public Works — Date: 08/24/2022

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St. Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

		DATE
DESIGNED	JB	3-1-22
DRAWN	JB	3-16-22
TRACED		
CHECKED		
SUBMITTED		

SCALE: AS NOTED
0 — 1"

CITY OF BEAUMONT PUBLIC WORKS
RIVERSIDE COUNTY, CALIFORNIA

FAIRWAY CANYON - PHASE 4
SEWAGE LIFT STATION - TRACT 31462

ONE LINE POWER DIAGRAM

I.D.
S.A.
W.O.
C.O.
COORD.
SHT. 10 OF 18
FILE NO. 3442
E-1

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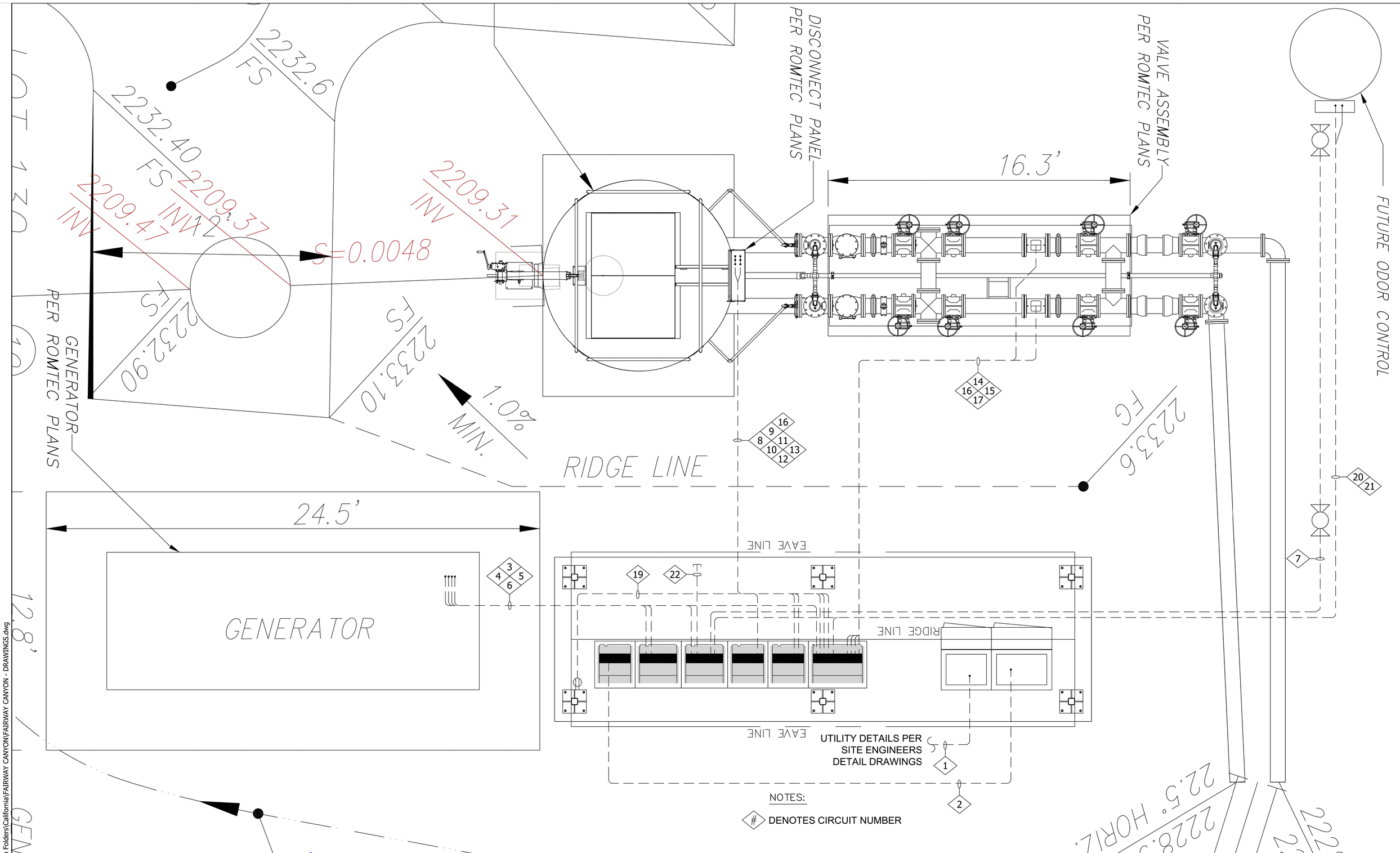

NOTES:

# DENOTES CIRCUIT NUMBER

48 HOURS
BEFORE EXCAVATION
811
CALL UNDERGROUND SERVICE ALERT

ROMTEC UTILITIES
18240 NORTH BANK ROAD
ROSEBURG, OREGON
(541) 496-9678

REGISTERED PROFESSIONAL ENGINEER
GERALD L. GENTER
No. EE14158
Exp. 6/30/2023
ELECTRICAL
STATE OF CALIFORNIA
8-2-2022

NO.	DATE	INI.	DESCRIPTION	APP'VD
1	2/11/2022	KB	PER COMMENTS THRU 3-15-22	3-16-22
2	4/6/2022	KB	72HP, 3600 RPM PUMPS	4-7-22
3	4/22/2022	KB	PRODUCTION LAUNCH PREP	4-22-22
4	6/1/2022	KB	MINOR CORRECTIONS/CLARIFICATIONS	6-1-22
5	7/27/2022	KB	EDIT TITLE BLOCK / SIGNATURES	7-27-22

REFERENCES
EMWD SMALL SEWAGE LIFT STATION GUIDELINES, STANDARD DRAWINGS, AND SPECIFICATIONS. JUNE 21, 2021

Reviewed By: Mark P. Jeppson, Staff Engineer — Date: 8-18-2022
Recommended for Approval By: Mark P. Jeppson, Administrative Engineer — Date: 8-18-2022
Approved By: Vilma D. Harris, City Engineer / Director of Public Works — Date: 08/24/2022

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

		DATE
DESIGNED	JB	3-1-22
DRAWN	JB	3-16-22
TRACED		
CHECKED		
SUBMITTED		

SCALE: AS NOTED
0 — 1"

CITY OF BEAUMONT PUBLIC WORKS
RIVERSIDE COUNTY, CALIFORNIA

FAIRWAY CANYON - PHASE 4
SEWAGE LIFT STATION - TRACT 31462

CONDUIT LAYOUT

I.D.
S.A.
W.O.
C.O.
COORD.
SHT. 11 OF 18
FILE NO. 3442
E-2

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379

WIRE AND CONDUIT SCHEDULE

ALL CONDUCTORS BASED ON COPPER XHHW-2, 75 DEGREE RATED CONDUCTORS UNLESS OTHERWISE NOTED.

ALL CONDUITS ARE SIZED BASED ON RIGID METAL CONDUIT.

CONDUCTOR ARE CODED AS FOLLOWS: P-POWER CONDUCTORS, G-GROUND CONDUCTORS, N-NEUTRAL CONDUCTOR, C-CONTROL CONDUCTORS, SP-SPARE CONDUCTORS, AND TSP FOR TWISTED SHIELDED CONDUCTORS.

CIRCUITS REVISED SINCE LAST ISSUE ARE INDICATED BY AN ASTERISK (*).

CIRCUIT NUMBER	FROM	TO	CONDUCTORS	RACEWAY	NOTES
1	UTILITY	SERVICE DISCONNECT	SEE NOTES		COORDINATE CONDUCTOR AND RACEWAY REQUIREMENTS WITH SOUTHERN CAL EDISON
2	SERVICE DISCONNECT	MCC MAIN	(6) #3/0AWG P (2) #3/0AWG N (2) #1/0AWG G	(2) 2"	MOTOR CONTROL CENTER FEEDER CONDUCTORS VOLTAGE DROP <0.2%
3	AUTOMATIC TRANSFER SW	GENERATOR	(6) #3/0AWG P (2) #3/0AWG N (2) #1/0AWG G	(2) 2"	GENERATOR FEEDER CONDUCTORS VOLTAGE DROP <0.2%
4	LIGHTING PANEL	GENERATOR	(3) #12AWG P (1) #12AWG N (1) #12AWG G	3/4"	GENERATOR COOLANT HEATER/BATTERY CHARGER. MOUNT RECEPTACLE IN GENERATOR ENCLOSURE.
5	CONTROL PANEL	GENERATOR	(7) #14AWG C (1) #14AWG G (2) #14AWG SP	3/4"	STATUS INPUT SIGNALS TO PLC
6	AUTOMATIC TRANSFER SW	GENERATOR	(2) #12AWG C (1) #12AWG G	3/4"	GENERATOR CONTROL
7	LIGHTING PANEL	LIGHTING	(2) #12AWG P (1) #12AWG G	3/4"	AREA LIGHTING. PHOTOCELL CONTROLLED
8	MCC "2F"	DISCONNECT PANEL	(3) #3AWG P (1) #6AWG G	1 1/4"	PUMP 1 POWER CONDUCTORS
9	MCC "2F"	DISCONNECT PANEL	(3) #3AWG P (1) #6AWG G	1 1/4"	PUMP 2 POWER CONDUCTORS
10	MCC "3F"	DISCONNECT PANEL	(3) #3AWG P (1) #6AWG G	1 1/4"	PUMP 3 POWER CONDUCTORS
11	CONTROL PANEL	DISCONNECT PANEL	(2) #12AWG P (2) #14AWG C (1) #12AWG N (1) #12AWG G	3/4"	CONTROL WIRING
12	CONTROL PANEL	DISCONNECT PANEL	(12) #14AWG C (4) #14AWG SP (1) #14AWG G	3/4"	CONTROL WIRING
13	CONTROL PANEL	DISCONNECT PANEL	(1) 14AWG TSP	3/4"	ULTRASONIC LEVEL SENSOR BELDEN #9343
14	CONTROL PANEL	VALVE VAULT	(1) MFG CABLES	1"	SIEMENS FLOW METER CABLE
15	CONTROL PANEL	VALVE VAULT	(1) MFG CABLES	1"	SIEMENS FLOW METER CABLE
16	CONTROL PANEL	VALVE VAULT	(1) MFG CABLES	1"	SIEMENS FLOW METER CABLE
17	CONTROL PANEL	VALVE VAULT	(1) MFG CABLES	1"	SIEMENS FLOW METER CABLE
18	LIGHTING PANEL	HOT BOX	(1) #12AWG P (1) #12AWG N (1) #12AWG G	3/4"	FREEZE PROTECTION FIELD LOCATE
19	LIGHTING PANEL	WP/GFCI RECEPTACLES	(1) #12AWG P (1) #12AWG N (1) #12AWG G	3/4"	FIELD LOCATE ONE UNDER THE CONTROL SHELTER AND ONE ADJACENT TO THE PUMP DISCONNECT PANEL
20	LIGHTING PANEL	ODOR CONTROL	(1) #12AWG P (1) #12AWG N (1) #12AWG G	1"	FUTURE ODOR CONTROL
21	CONTROL PANEL	ODOR CONTROL	(6) #14AWG C (1) #14AWG G (1) 14AWG TSP	3/4"	FUTURE ODOR CONTROL
22	LIGHTING PANEL	SPARE		3/4"	STUB OUTSIDE OF CONTROL SHELTER APRON

1/9 WIRE AND CIRCUIT SCHEDULE

INTERNAL MOTOR CONTROL CENTER WIRING (SEE GENERAL NOTE "H")

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CONDUCTOR ARE CODED AS FOLLOWS: P-POWER CONDUCTORS, G-GROUND CONDUCTORS, N-NEUTRAL CONDUCTOR, C-CONTROL CONDUCTORS, SP-SPARE CONDUCTORS, AND TSP FOR TWISTED SHIELDED CONDUCTORS.

CIRCUITS REVISED SINCE LAST ISSUE ARE INDICATED BY AN ASTERISK (*).

CIRCUIT NUMBER	FROM	TO	CONDUCTORS	RACEWAY	NOTES
23	CONTROL PANEL	AUTOMATIC TRANSFER SW.	(5) #14AWG C	N/A	INTERNAL MCC FIELD WIRING. FIELD WIRING WHIPS FROM THE CONTROL PANEL ARE PROVIDED BY MANUFACTURER.
24	CONTROL PANEL	PHASE MONITOR	(2) #14AWG C	N/A	INTERNAL MCC FIELD WIRING. FIELD WIRING WHIPS FROM THE CONTROL PANEL ARE PROVIDED BY MANUFACTURER.
25	CONTROL PANEL	PUMP 1 STARTER	(5) #14AWG C (3) #14AWG C	N/A	INTERNAL MCC FIELD WIRING. FIELD WIRING WHIPS FROM THE CONTROL PANEL ARE PROVIDED BY MANUFACTURER.
26	CONTROL PANEL	PUMP 2 STARTER	(5) #14AWG C (3) #14AWG C	N/A	INTERNAL MCC FIELD WIRING. FIELD WIRING WHIPS FROM THE CONTROL PANEL ARE PROVIDED BY MANUFACTURER.
27	CONTROL PANEL	SPARE STARTER	(5) #14AWG C (3) #14AWG C	N/A	INTERNAL MCC FIELD WIRING. FIELD WIRING WHIPS FROM THE CONTROL PANEL ARE PROVIDED BY MANUFACTURER.
28	CONTROL PANEL	PUMP 1 SOFT STARTER	(1) CAT5 NETWORK CABLE	N/A	CONTRACTOR TO PROVIDE AND INSTALL COMMUNICATION CABLE
29	CONTROL PANEL	PUMP 2 SOFT STARTER	(1) CAT5 NETWORK CABLE	N/A	CONTRACTOR TO PROVIDE AND INSTALL COMMUNICATION CABLE
30	CONTROL PANEL	PUMP 3 SOFT STARTER	(1) CAT5 NETWORK CABLE	N/A	CONTRACTOR TO PROVIDE AND INSTALL COMMUNICATION CABLE
31	CONTROL PANEL	MAIN BREAKER	(1) CAT5 NETWORK CABLE	N/A	CONTRACTOR TO PROVIDE AND INSTALL COMMUNICATION CABLE
32	LIGHTING PANEL	MCC HEATER CKT	(1) #12AWG P (1) #12AWG N (1) #12AWG G	N/A	ENCLOSURE HEATER
33	LIGHTING PANEL	CONTROL PANEL	(2) #10AWG P (1) #10AWG G	N/A	CONTROL POWER

2/9 INTERNAL MCC CIRCUIT SCHEDULE

48 HOURS
BEFORE EXCAVATION
811
CALL UNDERGROUND SERVICE ALERT

ROMTEC UTILITIES
18240 NORTH BANK ROAD
ROSEBURG, OREGON
(541) 496-9678

REGISTERED PROFESSIONAL ENGINEER
GERALD DICKSON
No. EE14158
Exp. 6/30/2023
ELECTRICAL
STATE OF CALIFORNIA
8-2-2022

NO.	DATE	INI.	DESCRIPTION	APP'VD
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4	6/1/2022	KB	MINOR CORRECTIONS/CLARIFICATIONS	6-1-22
5	7/27/2022	KB	EDIT TITLE BLOCK / SIGNATURES	7-27-22

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Reviewed By: Mark P. Jeppsen, Staff Engineer — Date: 8-18-2022
Recommended for Approval By: Mark P. Jeppsen, Administrative Engineer — Date: 8-18-2022
Approved By: Allen D. Harris, City Engineer / Director of Public Works — Date: 08/24/2022

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

		DATE
DESIGNED	JB	3-1-22
DRAWN	JB	3-16-22
TRACED		
CHECKED		
SUBMITTED		

SCALE: AS NOTED
0 — 1"

CITY OF BEAUMONT PUBLIC WORKS
RIVERSIDE COUNTY, CALIFORNIA

FAIRWAY CANYON - PHASE 4
SEWAGE LIFT STATION - TRACT 31462

CIRCUIT SCHEDULE

I.D.
S.A.
W.O.
C.O.
COORD.
SHT. 12 OF 18
FILE NO. 3442
E-3

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Item 7.

Panel Schedule LP1 — 1 Phase — 3 Wire — Voltage LL: 240 — Voltage LG: 120

OC Devices: BREAKERS — Device Family: BAB — Mounting: WALL MOUNT — Enclosure: NEMA 1
Comments: LIGHTING PANEL — Bus Rating: 100A — FAULT RATING: 14KAIC 1 Phase

Ckt No	Description/ Location	*Load Type	Criteria* Ea	Qty	Total VA	Remarks	Device Amps	P H	Device Amps	Remarks	Total VA	*Load Type	Criteria* Ea	Qty	Description/ Location	Ckt No
1	GFCI RECEP	RECP	180	1	180	VD = <1%	20	A	20	VD = <2%	144	LTG	72	2	AREA LIGHTING	2
3	HOT BOX	HTR	40	1	40	VD = <1%	20	B	20	VD = <2%	1240	HTR	1240	1	GENERATOR BAT	4
5	CONTROL PANEL	CTRL	1500	1	1000	VD = <2%	30	A	20	VD = <3%	800	HTR	400	2	ENCLOSURE HEATERS	6
7	CONTROL PANEL	CTRL	1500	1	1000		30	B	20	VD = <2%	420	MTR	420	1	ODOR CONTROL	8
9	GENERATOR HEATER	HTR	1250	1	1250	VD = <2%	20	A	20						SPARE	10
11	GENERATOR HEATER	HTR	1250	1	1250		20	B								12
13								A								14
15								B								16
17								A								18

ENDUSE LOADS: PHASE A VA 2574 PHASE B VA 3950
TOTAL LOADS: CONNECTED VA 6524
CONNECTED FLA 27.2

1/10 LIGHTING PANEL LEGEND

LOAD SUMMARY TABLE		
QTY.	DESCRIPTION	LOAD
2	72HP PUMPS	156.0A
	NON MOTOR LOADS	
1	LIGHTING PANEL	27.2A
SUB TOTAL		183.2A
LARGEST MOTOR X 25%		19.5A
NON MOTOR LOADS X 25%		6.8A
TOTAL		209.5A

2/10 LOAD SUMMARY TABLE

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48 HOURS BEFORE EXCAVATION
811
CALL UNDERGROUND SERVICE ALERT

ROMTEC UTILITIES
18240 NORTH BANK ROAD
ROSEBURG, OREGON
(541) 496-9678

REGISTERED PROFESSIONAL ENGINEER — GERALD L. JENSEN — No. EE14158 — Exp. 6/30/2023 — ELECTRICAL — STATE OF CALIFORNIA — 8-2-2022

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Recommended for Approval By: Mark P. Jeppson, Administrative Engineer — Date: 8-18-2022
Approved By: Jeffrey D. Harris, City Engineer / Director of Public Works — Date: 08/24/2022

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St. Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

		DATE
DESIGNED	JB	3-1-22
DRAWN	JB	3-16-22
TRACED		
CHECKED		
SUBMITTED		

SCALE: AS NOTED
0 — 1"

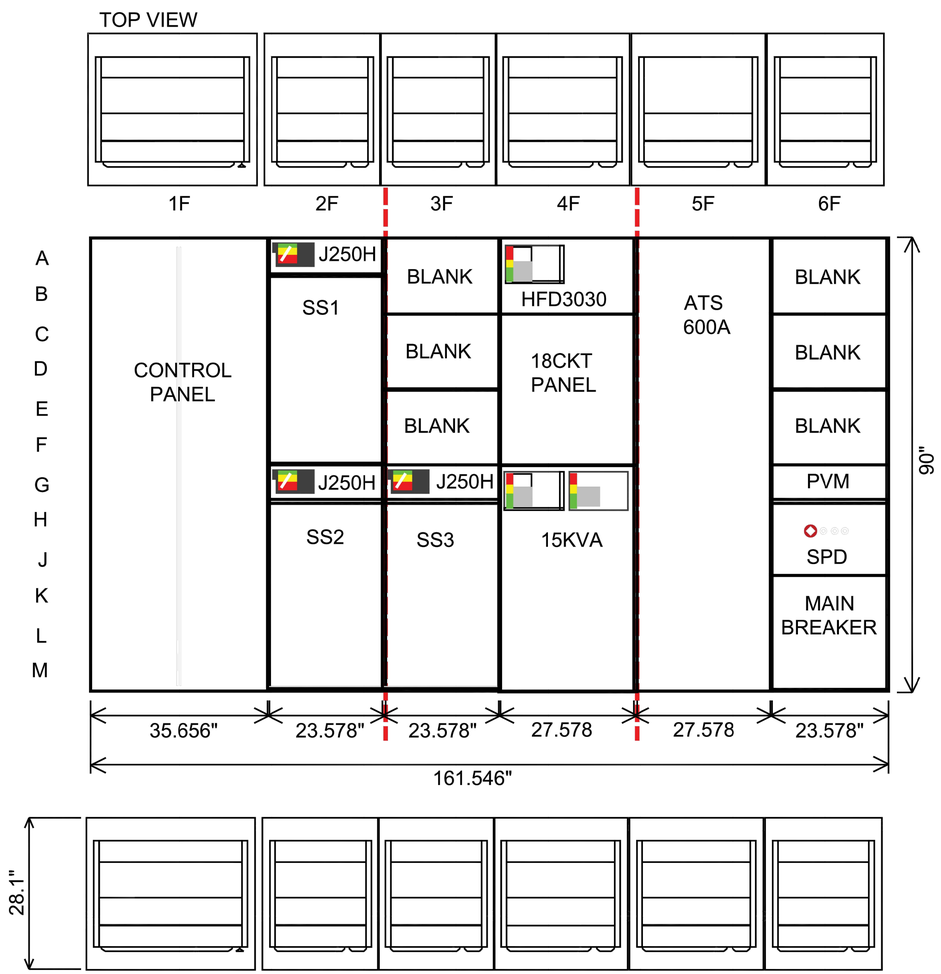
CITY OF BEAUMONT PUBLIC WORKS
RIVERSIDE COUNTY, CALIFORNIA

FAIRWAY CANYON - PHASE 4
SEWAGE LIFT STATION - TRACT 31462

LIGHTING PANEL
LEGEND

I.D.
S.A.
W.O.
C.O.
COORD.
SHT. 13 OF 18
FILE NO. 3442
E-4

381



1
11
MOTOR CONTROL CENTER

NOTES:

1. PRELIMINARY DRAWINGS AND NOTES PROVIDED FOR ESTIMATING PURPOSES ONLY. NOT FOR CONSTRUCTION.
2. SEE MCC SUBMITTAL FROM EATON FOR INSTALLATION DIMENSIONS.

48 HOURS
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811
CALL UNDERGROUND SERVICE ALERT

ROMTEC UTILITIES
18240 NORTH BANK ROAD
ROSEBURG, OREGON
(541) 496-9678

REGISTERED PROFESSIONAL ENGINEER
GERALD D. JOHNSON
No. EE14158
Exp. 6/30/2023
ELECTRICAL
STATE OF CALIFORNIA
8-2-2022

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Approved By: Wilson D. Hart, City Engineer / Director of Public Works — Date: 08/24/2022

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CITY OF BEAUMONT PUBLIC WORKS
RIVERSIDE COUNTY, CALIFORNIA

FAIRWAY CANYON - PHASE 4
SEWAGE LIFT STATION - TRACT 31462
MOTOR CONTROL CENTER
LAYOUT

I.D.
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SHT. 14 OF 18
FILE NO. 3442
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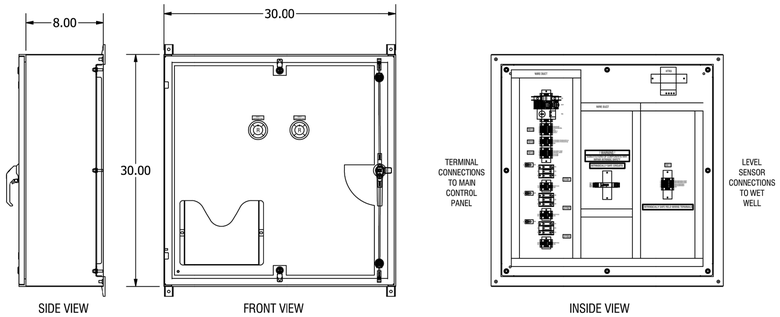
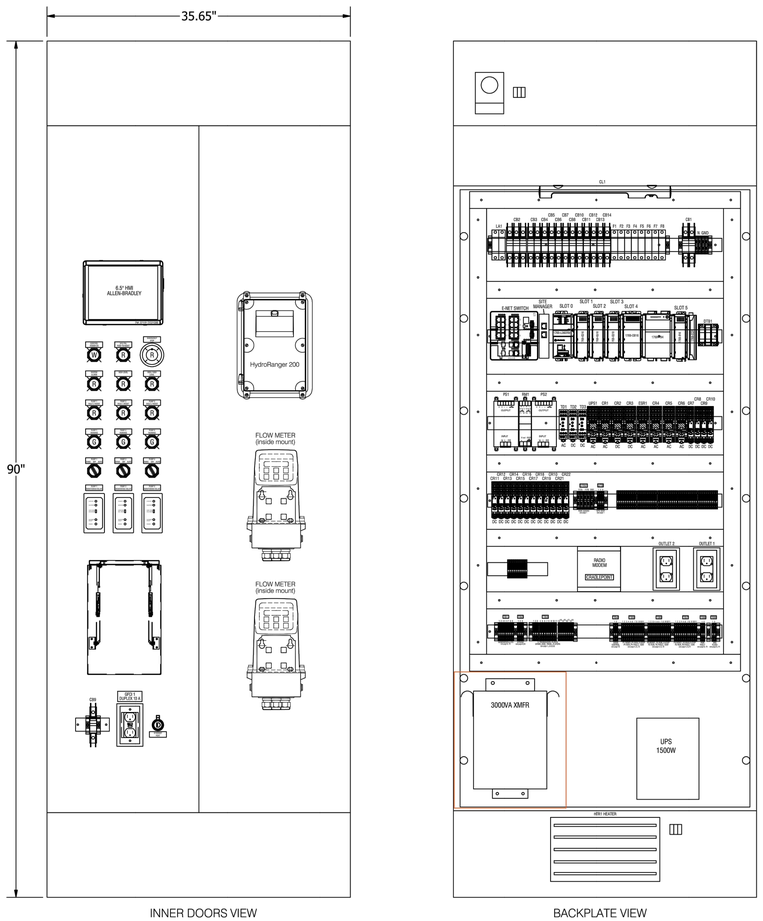


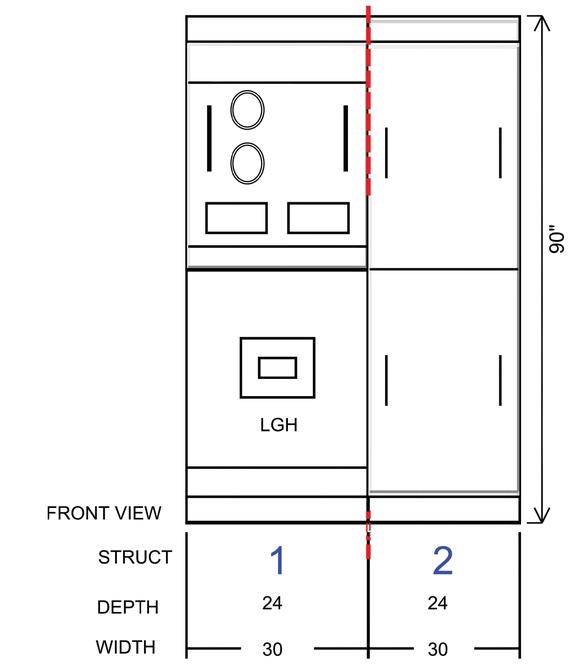
1/12 JUNCTION BOX
UL (NEMA) TYPE 4X

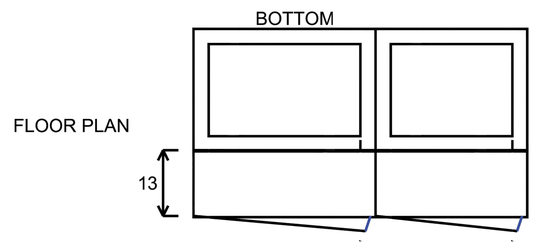


1/12 MCC-RTU SECTION
UL (NEMA) 3R RATED

NOTES:

1. PRELIMINARY DRAWINGS AND NOTES PROVIDED FOR ESTIMATING PURPOSES ONLY. NOT FOR CONSTRUCTION.
2. SEE SWITCHBOARD SUBMITTAL FROM EATON FOR INSTALLATION DIMENSIONS.





2/12 SERVICE DISCONNECT

48 HOURS
BEFORE EXCAVATION
811
CALL UNDERGROUND SERVICE ALERT

ROMTEC UTILITIES
18240 NORTH BANK ROAD
ROSEBURG, OREGON
(541) 496-9678

REGISTERED PROFESSIONAL ENGINEER
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No. EE14158
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SCALE: AS NOTED
0 — 1"

CITY OF BEAUMONT PUBLIC WORKS
RIVERSIDE COUNTY, CALIFORNIA

FAIRWAY CANYON - PHASE 4
SEWAGE LIFT STATION - TRACT 31462

SERVICE DISCONNECT
& JUNCTION BOX

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SHT. 15 OF 18
FILE NO. 3442
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383

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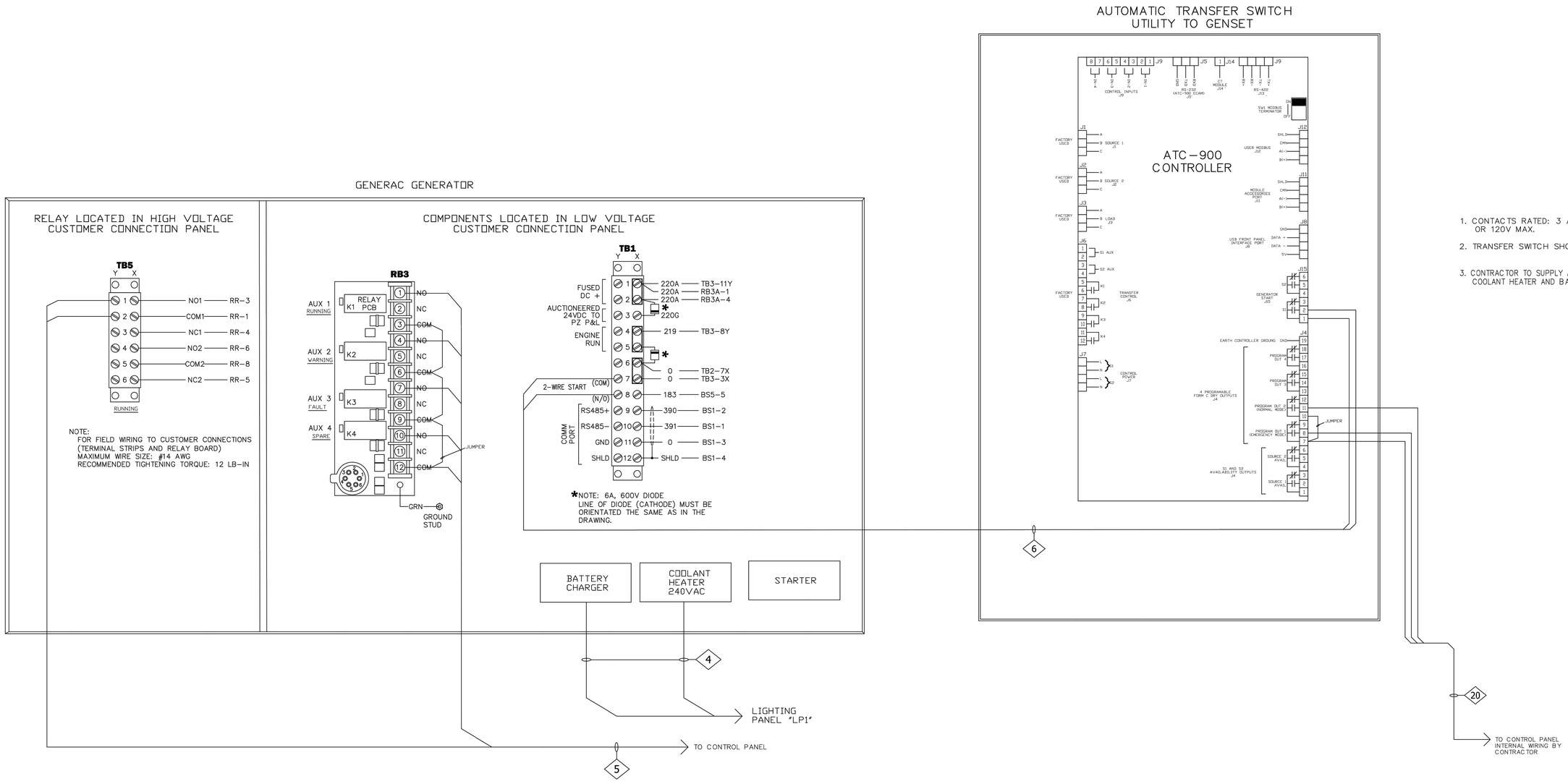

1. CONTACTS RATED: 3 AMPS AT 30 VDC OR 120V MAX.
2. TRANSFER SWITCH SHOWN CLOSED TO NORMAL
3. CONTRACTOR TO SUPPLY AND INSTALL 120V RECEPTACLE FOR POWERING THE COOLANT HEATER AND BATTERY CHARGER..

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FAIRWAY CANYON - PHASE 4
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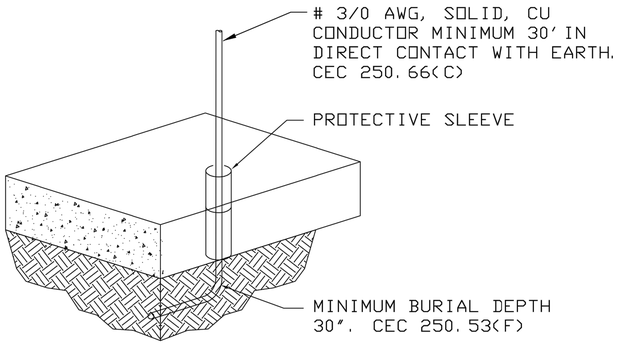
GENERATOR
CONNECTION DETAIL

I.D.
S.A.
W.O.
C.O.
COORD.
SHT. 16 OF 18
FILE NO. 3442
E-7

384

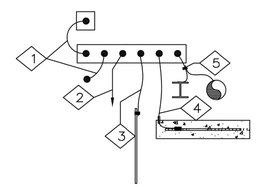


1/14 GROUND RING SERVICE GROUND

GENERAL NOTE

INSTALL SERVICE GROUND AND SUPPLEMENTARY GROUND AS DETAILED.

KEYED NOTES



1. #3/0 CU MAIN BONDING JUMPER AND SYSTEM BONDING JUMPER PER CEC 250.28(D)
2. #3/0 CU GROUNDING ELECTRODE SYSTEM JUMPER PER CEC 250.52(A)(1,2 AND 4).
3. #6 CU TO ROD, PIPE, OR PLATE ELECTRODES PER CEC 250.66(A)
4. #3/0 CU TO CONCRETE ENCASED ELECTRODE PER CEC 250.52(A)(3) AND 250.66(B)
5. WHERE REQUIRED, BOND PIPING SYSTEMS AND EXPOSED STRUCTURAL STEEL PER CEC 250.104

2/14 GROUNDING/BONDING DETAIL

V:\Inventor\Projects\A - Job Folders\California\FAIRWAY CANYON\FAIRWAY CANYON - DRAWINGS.dwg

48 HOURS **BEFORE** EXCAVATION
811
CALL UNDERGROUND SERVICE ALERT

ROMTEC UTILITIES
18240 NORTH BANK ROAD
ROSEBURG, OREGON
(541) 496-9678

REGISTERED PROFESSIONAL ENGINEER
GERALD E. JOHNSON
No. EE14158
Exp. 6/30/2023
ELECTRICAL
STATE OF CALIFORNIA
8-2-2022

NO.	DATE	INI.	DESCRIPTION	APP'VD
1	2/11/2022	KB	PER COMMENTS THRU 3-15-22	3-16-22
2	4/6/2022	KB	72HP, 3600 RPM PUMPS	4-7-22
3	4/22/2022	KB	PRODUCTION LAUNCH PREP	4-22-22
4	6/1/2022	KB	MINOR CORRECTIONS/CLARIFICATIONS	6-1-22
5	7/27/2022	KB	EDIT TITLE BLOCK / SIGNATURES	7-27-22

REFERENCES
EMWD SMALL SEWAGE LIFT STATION GUIDELINES, STANDARD DRAWINGS, AND SPECIFICATIONS. JUNE 21, 2021

Reviewed By: Mark P. Jeppson, Staff Engineer — Date: 8-18-2022
Recommended for Approval By: Mark P. Jeppson, Administrative Engineer — Date: 8-18-2022
Approved By: Jeffrey D. Harris, City Engineer / Director of Public Works — Date: 08/24/2022

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

		DATE
DESIGNED	JB	3-1-22
DRAWN	JB	3-16-22
TRACED		
CHECKED		
SUBMITTED		

SCALE: AS NOTED
0 — 1"

CITY OF BEAUMONT PUBLIC WORKS
RIVERSIDE COUNTY, CALIFORNIA

FAIRWAY CANYON - PHASE 4
SEWAGE LIFT STATION - TRACT 31462
GROUNDING/BONDING DETAIL

I.D.
S.A.
W.O.
C.O.
COORD.
SHT. 17 OF 18
FILE NO. 3442
E-8

GENERAL INFORMATION
- ELECTRICAL SERVICE - 480V, 3 PHASE, 4 WIRE
- PUMPS - (2) 72HP, 460V, 3PH, 78 FLA, DUPLEX CONFIGURATION
- PUMP MODEL - FLYGT, NP3202SH
- PRIMARY CONTROLLER - COMPACTLOGIXS CONFIGURED FOR DUPLEX OPERATION
- DEVICE MOUNTING - INNER DOOR
- PANEL MOUNTING - FLOOR MOUNT

LEVEL SENSING
- PRIMARY LEVEL SENSING - ULTRASONIC TRANSDUCER WIRED FOR INTRINSICALLY SAFE
- MODEL - SIEMENS XPS15 WITH HYDRORANGER 200 CONTROLLER

PUMP CONFIGURATION
- MANUFACTURER - FLYGT
- MODEL - NP3202SH
- HP - 72
- NP FLA - 78
- DUPLEX
- CABLE DIA. - 1.45

CONTROL PANEL
- NEMA 3R, PAINTED STEEL, 90"H X 161.5"W X 28.1"D
- MULTI-STRUCTURE MOTOR CONTROL CENTER
- MAIN DISCONNECT CIRCUIT BREAKER WITH LOCKOUT PROVISIONS
- PHASE MONITOR RELAY
- TRANSIENT VOLTAGE SURE PROTECTION
- HOA SELECTOR SWITCHES
- RUN & FAULT INDICATOR LIGHTS
- ELAPSED TIME METERS
- SOFT STARTERS
- INNER DOOR MOUNTED DEVICES
- UL LISTED

CONTROL OPTIONS
- ALARM BEACON
- COLOR HMI

COMMUNICATIONS
- PEPLINK MAX BR1 MINI LTE; MAX-BR1-MINI-LTE-US-T
- PEPWAVE FAILOVER LICENSE; MAX-BR1-MINI-LC-FS
- FREEWAVE ZUMLINK Z9-PE RADIO

JUNCTION BOX
- DISCONNECT STAND WITH TERMINAL BLOCKS FOR PUMP TERMINATION
- DESCRIPTION - 30"H X 30"W X 8"D NEMA 4X STAINLESS STEEL

GENERATOR
- MODEL - SG200
- 200 kW
- VOLTAGE - 480V, 3PH, 4W
- FUEL - NATURAL GAS
- ENCLOSURE - SOUND ATTENUATED LEVEL II

AUTOMATIC TRANSFER SWITCH
- MODEL - 600A, ATC-900
- VOLTAGE - 480V, 3PH, 4W
- ENCLOSURE - MCC SECTION "5F"

ELECTRICAL INSTALLATION RECOMMENDATIONS

THE FOLLOWING INFORMATION IS A RECOMMENDATION ONLY. IT IS THE RESPONSIBILITY OF THE INSTALLING CONTRACTOR TO REVIEW ALL AS BUILT SYSTEM INFORMATION AND MAKE THE INSTALLATION AS PER THE CALIFORNIA ELECTRICAL CODE (CEC).

INSTALL ALL BRANCH CIRCUIT AND/OR FEEDER OVERCURRENT PROTECTION DEVICES IN ACCORDANCE WITH THE CEC.

TABLE 1

CABLE DIAMETERS			
DEVICE	HP	POWER DIA.	CONTROL DIA.
PUMP 1	72	1.45	N/A
PUMP 2	72	1.45	N/A
TRANSDUCER			.315
FLOATS			.25

48 HOURS
BEFORE EXCAVATION
811
CALL UNDERGROUND SERVICE ALERT

ROMTEC UTILITIES
18240 NORTH BANK ROAD
ROSEBURG, OREGON
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REGISTERED PROFESSIONAL ENGINEER
JERRAD L. BECKER
No. EE14158
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		DATE
DESIGNED	JB	3-1-22
DRAWN	JB	3-16-22
TRACED		
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SUBMITTED		

SCALE: AS NOTED
0 ——— 1"

CITY OF BEAUMONT PUBLIC WORKS
RIVERSIDE COUNTY, CALIFORNIA

FAIRWAY CANYON - PHASE 4
SEWAGE LIFT STATION - TRACT 31462

ELECTRICAL SYSTEM SUMMARY

I.D.
S.A.
W.O.
C.O.
COORD.
SHT. 18 OF 18
FILE NO. 3442
E-9

V:\Inventor\Projects\A - Job Folders\California\FAIRWAY CANYON\FAIRWAY CANYON - DRAWINGS.dwg

Staff Report

TO: City Council

FROM: Christina Taylor, Deputy City Manager

DATE October 4, 2022

SUBJECT: **Second Reading and Adoption of the 6th Cycle Housing Element Update (2021-2029), an Addendum to the General Plan Program Environmental Impact Report (PEIR), a Focused Update to the Safety Element of the General Plan, Amendments to the Land Use Element of the General Plan as Required for Consistency with the Updated Housing Element, Zone Changes Required to Implement the Housing Element and Adoption of an Accessory Dwelling Unit Ordinance**

Background and Analysis:

Under State law, all local governments in California are required to adequately plan to meet the housing needs of everyone in the community by adopting a Housing Element as part of their General Plan. State law also requires that local governments update their Housing Element every eight years to periodically address the changing housing needs of their communities, establish an action plan, and report on progress toward meeting their goals. Most local jurisdictions in the SCAG Region, including the City of Beaumont are currently updating their Housing Elements for the upcoming 2021-2029 planning period.

Staff along with Lisa Wise Consulting has prepared a draft Housing Element for public review and City Council approval. The Housing Element Update was presented at Planning Commission on August 23, 2022. Public comment was taken and discussion held. The Commission voted 4-0 to forward a recommendation of approval of the Housing Element and associated documents to the City Council. On September 20, 2022, the City Council held a public hearing and adopted the items herein.

Update Process: The preparation of a Housing Element is driven by specific statutory requirements under State law. Pursuant to California Government Code Sections 65580-65589.8, all local jurisdictions in California are required to update the Housing Element of their General Plans every eight years. An adopted Housing Element must

then be submitted to HCD to certify that the document meets all requirements under state law.

The City of Beaumont has made a draft Housing Element available for public review consistent with Assembly Bill (AB) 215 (2021), which requires local governments to make the first draft available for public comment for at least 30 days and take at least ten additional business days to consider and incorporate public comments into the draft revision before submitting to HCD. HCD has reviewed the draft and provided written findings. After receiving comments back from HCD, staff and the consulting team prepared a second draft for consideration by the Planning Commission and City Council.

Facilitating Public Participation: In preparing the 2021-2029 Housing Element, staff's goal was to facilitate meaningful public participation from all segments of the community, particularly those with special housing needs. The current draft of the Housing Element has been informed by the public engagement process so far, as summarized below.

Staff conducted outreach in 2021 through a variety of methods to proactively engage key stakeholder and the community broadly in the Housing Element Update. The City held public outreach meetings, as well as hosted public Planning Commission and City Council meetings to solicit public feedback. Throughout the process, the City posted the presentation materials and supplemental information online on the project webpage, directly contacted representatives from all economic segments of the community, and provided broad notifications through various communication outlets. A general public meeting was held on March 18, 2021, on July 20, 2021 at City Council, and on August 10, 2021, at Planning Commission. Outreach summaries and materials are included in Appendix E of the Housing Element Update.

Draft Housing Element:

Under State law, a Housing Element must contain several mandatory components, as summarized below.

Review of Previous Housing Element

Review of the previous Housing Element provided an evaluation of the results of the goals, policies, and programs which were adopted in the last cycle. The evaluation compares projected outcomes with actual achieved results. Although the City did make progress toward meeting the required housing allocation during the 5th Cycle, staff

found there were several programs that were implemented, partially and there were also several programs which were not successful.

Housing Needs Assessment

An analysis of the existing and projected housing needs of the community provided a profile of socio-demographic information, such as population characteristics, household information, housing stock, tenure, and housing affordability. The assessment also considered local special housing needs, such as, seniors, farmworkers, homeless, large households, and female-headed households. This analysis guides the programs which are established to help facilitate housing development across all income and demographic categories.

The City's 6th Cycle RHNA allocation is 4,210 residential units broken down into 4 different categories. This inventory identifies properties which can readily be used for housing development to meet this goal over the next 8 years.

Table II-2: 6th Cycle RHNA

	Beaumont		Riverside County		SCAG	
Area/Income	**Number**	**Percent**	**Number**	**Percent**	**Number**	**Percent**
Total	**4,210**	**100%**	**167,351**	**100%**	**1,341,827**	**100%**
Very Low[1]	1,229	29.2%	41,995	25.1%	351,796	26.2%
Low	721	17.1%	26,473	15.8%	206,807	15.4%
Moderate	723	17.2%	29,167	17.4%	223,957	16.7%
Above Moderate	1,537	36.5%	69,716	41.7%	559,267	41.7%

[1] The City estimates 50% of the Very Low RHNA households would qualify as extremely low income (i.e., 614 extremely low-income units).

Source: SCAG, City of Beaumont, LWC

The Housing Needs Assessment is included as Appendix A to the Housing Element Update.

Inventory of Adequate Sites

The inventory listing of adequate sites that are suitably zoned and available within the planning period to meet the City's fair share of regional housing needs across all income levels is a critical component of the Housing Element. The City has excess capacity in moderate and above-moderate income categories. The City has a small shortfall (49 units) in the lower income categories, and has identified potential parcels

for rezoning to address this shortfall (see Table B-9 for specific parcels and Section IV, Housing Plan, Program 1 for more details).

Table III-1: Residential Development Potential and RHNA

	Extremely Low	Very Low	Low	Moderate	Above Moderate	Total
RHNA	See Very Low	**1,229**	**721**	**723**	**1,537**	**4,210**
ADUs	1	1	4	4	1	11
Entitled/Proposed Projects[1]	-	-	48	-	3,257	3,305
Remaining RHNA	See Very Low	**1,227**	**669**	**719**	**(1,721)**	**N/A**
Site Inventory[1]	See Very Low/Low	1,847		3,889	5	5,741
Surplus / (Shortfall)	**See Very Low/Low**	**(49)**		**3,170**	**1,726**	**N/A**
[1] Considers net new units only.						
Source: City of Beaumont, LWC						

The complete Sites Inventory and Methodology is included as Appendix B to the Housing Element Update.

Housing Resources

This section identifies resources to support the development, preservation, and rehabilitation of housing throughout the City. Based on accessory dwelling unit (ADU) projections, entitled and proposed projects, and available 6th Cycle sites, the City has excess capacity in moderate and above-moderate income categories. The City has a small shortfall (49 units) in the lower income categories, and the City has identified potential parcels for rezoning to address this shortfall. These sites will be rezoned as part of the Housing Element Update approval process.

There are a number of resources (other than land) including regional, State and Federal financial assistance programs identified in the Housing Element.

Housing Constraints

The constraints section contains an assessment of impediments to housing production across all income levels covering both governmental (e.g., zoning, fees, etc.) and nongovernmental (e.g., market, environmental, etc.). As part of this update, programs have been established to reduce or eliminate constraints to housing production.

The Housing Constraints section is included as Appendix C to the Housing Element.

Housing Plan

This section provides a statement of the community's goals, quantified objectives, and policies to maintain, preserve, improve, and develop housing, as well as a schedule of implementable actions to be taken during the planning period to achieve the goals, objectives, and policies. Quantified objectives for new construction, rehabilitation, and conserved units by income category (i.e., very low, low, moderate, and above moderate) are included to make sure that both the existing and the projected housing needs are met, consistent with the City's share of the Regional Housing Needs Allocation (RHNA). There are 38 programs identified in the Housing Element which will be implemented over the course of the 8-year RHNA Cycle.

Affirmatively Furthering Fair Housing (AFFH)

Assembly Bill 686, signed in 2018, establishes a statewide framework to affirmatively further fair housing (AFFH) with the goal of achieving better economic and health outcomes for all Californians through equitable housing policies. AB 686 requires cities and counties to take deliberate actions to foster inclusive communities, advance fair and equal housing choice, and address racial and economic disparities through local policies and programs. Housing elements are now required to address the following five components:

• Inclusive and Equitable Outreach: A summary of fair housing outreach and capacity that includes all economic segments of the community.

• Assessment of Fair Housing: An assessment of fair housing issues, including integration and segregation patterns, racially or ethnically concentrated areas of poverty, disparities in access to opportunity, and disproportionate housing needs for all identified populations.

• Analysis of Sites Inventory: An evaluation of whether the Housing Element's sites inventory improves or exacerbates conditions for fair housing.

• Identification of Contributing Factors: The identification and prioritization of contributing factors related to fair housing issue.

• Priorities, Goals, and Actions to AFFH: The identification of fair housing goals and actions that directly address the contributing factors outlined above. The housing

element should include metrics and milestones for evaluating progress and fair housing results.

Staff and the consultant worked to ensure the Housing Element complies with all State and Federal laws. The Affirmatively Furthering Fair Housing (AFFH) section including assessments and actions is included as Appendix F to the Housing Element Update.

Rezone Program

To accommodate the remaining lower-income RHNA of 49 units, the City has identified and is proposing a rezone a minimum of 2.5 acres of vacant land or land with redevelopment potential to a maximum density of 30 units per acre and a minimum density of at least 20 units per acre. The State requires the zone change to be completed by October 15, 2022. Rezoned sites will permit owner-occupied and rental multi-family uses by-right for developments in which 20 percent or more of the units are affordable to lower-income households pursuant to Government Code §65583.2(i). Rezoned sites shall allow 100 percent residential use and shall require residential use to occupy at least 50 percent of the floor area in a mixed-use project. Each potential rezone site has the capacity to accommodate at least 16 units, already allows multi-family uses by right, and will be available for development in the planning period where water, sewer, and dry utilities can be provided.

Table IV-1: Sites Available to be Rezoned to Lower-Income

APN	Zone	Vacant/Existing Use	Re-Used Site?	Parcel Size (ac)	Lower Income Units Capacity Assumption[1]
419160017	SSMU	Vacant	YES	1.6	31
419160019	SSMU	Vacant	YES	0.5	10
419160020	SSMU	Vacant	YES	0.8	16
419170031	SSMU	Vacant	-	4.2	83
419170034	SSMU	Vacant	-	1.0	20
419170035	SSMU	Vacant	-	1.0	21
419222020	DMF	Vacant	YES	1.3	26
419222021	DMF	Vacant	YES	1.0	20
419170016	DMF	Vacant	YES	Site E (4.4 acres)	88
419170017	DMF	Vacant	YES		
419170018	DMF	Vacant	YES		
419170022	DMF	Vacant	YES		
419170027	DMF	Vacant	YES	2.8	55
419160005	DMF	Vacant	YES	Site F (3.7 acres)	74
419160024	DMF	Vacant	YES		
419213039[2]	SSMU-R	Single-family house (abandoned)	-	1.8	35
			Total	**24.1**	**479**

[1] A minimum of 20 units per acre assumed per Program 1.

[2] Not included as a housing site in Appendix B, as it has a current entitlement for a church; however, the City is receiving developer interest for multi-family projects on this parcel.

Source: City of Beaumont, LWC

The General Plan Land Use Element Update section below describes the proposed changes in more detail.

General Plan Land Use Element Update

The Land Use Element is a guide for the City's future development. It designates the distribution and general location of land uses, such as residential, retail, industrial, open space, recreation, and public uses. The Land Use Element also addresses the permitted density and intensity of the various land use designations as reflected on the City's General Plan Land Use Map.

To accommodate the rezone program identified by the Housing Element update, the Land Use Element would be revised with the following amendments:

▪ The existing Downtown Mixed Use (DMU) designation in Table 3. 3 would be modified to identify that DMU properties located within the Higher Density Overlay are allowed a density of 20-30 du/acre.

▪ The existing Sixth Street Mixed Use (SSMU), Sixth Street Mixed Use Residential (SSMU-R), and Downtown Residential Multi Family (DMF) land use designations in the Extended Sixth Street section of Chapter 11 would be modified to identify SSMU, SSMU-R, and DMF properties within the Higher Density Overlay are allowed a density of 20-30 du/acre.

General Plan Safety Element Update

The Safety Element identifies forces of nature and events resulting from human action that have the potential to cause harm to life and property in the city. The goal of the Safety Element is to reduce the potential short and long-term risk of death, injuries, property damage, and economic and social dislocation resulting from fires, floods, droughts, earthquakes, landslides, climate change, and other hazards. Identifying the source of such threats allows decision-makers to take preemptory action to minimize the damage, particularly as it relates to new development.

The Safety Element also addresses crime prevention, police and fire protection, and emergency preparedness and response. Recent State legislation requires certain changes to a Safety Element when the municipality undergoes an update to the Housing Element. The Safety Element would be revised to be consistent with the State legislation through the following actions:

▪ Identify and propose policies for residential developments in any hazard area identified in the safety element that do not have at least two emergency evacuation routes.

▪ Update information relating to flood and fire hazards and city assets at risk due to climate change vulnerability.

▪ Propose and strengthen policies related to risk reduction, emergency preparedness and evacuation, and community and facility resilience infrastructure and strategies.

General Plan PEIR Addendum and CEQA Compliance

The City has prepared an analysis to the General Plan Program Environmental Impact Report to analyze the potential environmental impacts of the Housing Element Update and whether the environmental impacts of the Housing Element were adequately addressed in the Beaumont General Plan Update EIR (SCH# 2018031022) certified in November 2020. The evaluation indicated that the Housing Element Update will not result in impacts beyond what was previously analyzed in the General Plan EIR or require mitigation measures not included previously because the project does not have new or substantially more severe significant environmental impacts. As permitted by State California Environmental Quality Act (CEQA) Guidelines Sections 15164(e) and 15168(c), an addendum to the General Plan EIR was prepared.

Fiscal Impact:

The cost to prepare the Housing Element Update and associated documents was fully funded through SB2 and LEAP Grants through the State of California.

Recommended Action:

Waive the full second reading and adopt by title only, “An Ordinance of the City of Beaumont, California, Amending Chapter 17 ‘Zoning’ of the Beaumont Municipal Code for Implementation of the State Mandated Housing Element Update;”

Waive the full second reading and adopt by title only, “An Ordinance of the City Council of the City of Beaumont, California, Adding Chapter 17.15 ‘Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs)’ to the Beaumont Municipal Code;”

Attachments:

A. Summary of Zoning Overlays and Zoning Amendments
B. Accessory Dwelling Unit Ordinance
C. Ordinance Adopting Zoning Overlays and Amendments
D. Accessory Dwelling Unit Ordinance

Chapter 17.02 ADMINISTRATION AND ENFORCEMENT

17.02.010 Purpose and authority.

The purpose of Chapter 17.02 is to outline those activities and/or procedures that will implement this Zoning Ordinance. The purpose of this section of the Zoning Ordinance is to accomplish the following:

A. To identify each reviewing and approval authority within the City of Beaumont along with their powers, duties, and related information;

B. To identify the steps necessary to obtain the requisite City approvals related to land use and development;

C. To establish and identify the procedures for filing applications for permits and other approvals; and,

D. To establish and identify the appeal process.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.02.020 Community Development Director duties and responsibilities.

The Community Development Director shall be responsible for the enforcement of the Zoning Code and shall have the authority to undertake the activities and duties indicated in this section.

A. The Community Development Director shall administer the Zoning Ordinance;

B. The Community Development Director shall consider and approve administrative plot plan applications which are in conformance with applicable zoning standards and which do not require a public hearing;

C. The Community Development Director shall review and make recommendations to the Planning Commission and the City Council on planning applications, land use and planning issues, or other activities as may be directed by the City Council, the Planning Commission, or the City Manager;

D. The Community Development Director shall assist applicants in the submittal of development applications; and,

E. The Community Development Director shall review and make recommendations to the Planning Commission and City Council on all applications and any attendant approvals and environmental documents.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.02.030 Planning Commission duties and responsibilities.

The duties of the Planning Commission are outlined in this section.

A. The Planning Commission shall instruct the Community Development Director to exercise administrative duties where applicable;

B. The Planning Commission shall conduct public hearings to consider and make recommendations to the City Council regarding general plan amendments, zone changes, zone variances, and specific plans;

C. The Planning Commission shall conduct public hearing to recommend approval (to the City Council) of all the tentative parcel maps and tentative tract maps;

D. The Planning Commission shall consider the appeals of determinations made by the Community Development Director regarding site plan reviews, signage plans, and temporary use permits; and,

E. The Planning Commission shall conduct public hearings to approve plot plans, variances and conditional use permits.

Table 17.02-1 identifies the permits and approvals that may be necessary as required by this Zoning Code, as well as approving authority and appeal body.

Table 17.02-1
Permit Approval Matrix

Application	***Staff***	***Planning Commission***	***City Council***
Conditional Use Permit	Review	Approval	Appeal
Final Map	Review	—	Approval
General Plan Amendment	Review	Recommendation	Approval
Lot Line Adjustment & Parcel Merger	Approval	Appeal	Appeal
Administrative Plot Plan Review	Approval	Appeal	Appeal
Plot Plan (without EIR)	Review	Approval	Appeal
Plot Plan (with EIR)	Review	Approval	Appeal
Sign Plans	Approval	Appeal	Appeal
Modification of Standards	Approval	Appeal	Appeal
Specific Plan	Review	Recommendation	Approval
Temporary Use Permit	Approval	Appeal	Appeal
Tentative Parcel Map	Review	Recommendation	Approval
Tentative Tract Map	Review	Recommendation	Approval
Variance	Review	Approval	Appeal
Zone Change	Review	Recommendation	Approval
Zoning Ordinance	Review	Recommendation	Approval

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.02.040 Application process.

Applications for permits, permit modifications, amendments, and other matters pertaining to the Zoning Code, shall be filed with the Planning Department on the appropriate City application form. The following procedures apply to the granting of a development application:

A. *Submittal Information.* All plans, and any other information required by the Planning Department shall be submitted with the application form. Applications shall be completed by the owner(s) of properties, their agents, or other persons who have written authority from the property owner(s) to complete and file the application on the owner's behalf. Any person or authorized representative desiring a permit or approval required by this Title, shall file an application with the Planning Director or the designee on forms provided by the Planning Director.

B. *Pre-application Meeting.* Prior to the filing of an application for any discretionary permit requiring approval by the Planning Commission or City Council, the applicant may request a pre-application

conference with the Community Development Director or the designee. The purpose of the pre-application conference is to advise the applicant of the development regulations applicable to the property for which the application is being filed and to review any preliminary site plan or other development plans the applicant may have prepared.

C. *Application is Deemed Completed.* No application shall be processed until it is deemed complete by the Community Development Director or the designee. No application shall be deemed complete until all required information is provided in the required quantity and format.

D. *Concurrent Applications.* Whenever more than one permit or approval is required for a proposed Project or use, all applications shall be filed and processed concurrently. All such related applications will be reviewed in accordance with the procedures set forth for the application requiring the highest level of review.

E. *Application Fees.* Each applicant for a land use action authorized by this Zoning Ordinance shall pay those fees and costs as established by resolution of the City Council.

F. *Re-submittal of Application.* Whenever an application or portion of an application has been denied or revoked and the denial or revocation becomes final, no new application for the same or similar request may be accepted within one year of the date of the denial, unless the Community Development Director finds that the conditions surrounding the application have sufficiently changed to warrant a new application. Changed conditions shall mean a substantial change in land use on properties in the vicinity, improved infrastructure in the vicinity, altered traffic patterns, or any such similar change resulting in a changed physical environment.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.02.050 Public hearings.

For applications requiring a public hearing, upon accepting an application as complete, the Planning Director shall establish the time and place of the public hearing consistent with the requirements of this Section. The City Council shall have the authority to change the time or place of a hearing. The hearing body for any given matter shall be determined based upon the nature and type of permit as set forth in this Zoning Ordinance. However, in all cases, the hearing shall be held within 30 days of the date on which the application has been accepted as complete, unless a longer time period is required to accommodate the requisite environmental review under the provisions of the California Environmental Quality Act.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.02.051 Public hearings, noticing.

The procedures for the noticing of public hearings are indicated in this section.

A. *Newspaper Publication.* The notice of the public hearing shall be published in a newspaper of general circulation not less than ten days prior to the date of the hearing, or as prescribed in the California Environmental Quality Act where relevant. The notice shall include the time, place, and identity of the hearing body or officer, the nature of the application, the application number, and the location of the property under consideration.

B. *Notice to Surrounding Properties.* Notice shall be given to all owners of property located within the designated radius of the exterior boundaries of the subject property pursuant to the requirements of the State of California Planning and Zoning Development Law.

C. *Additional Notice.* Additional notice of the hearing shall be provided in accordance with procedures established by the Planning Commission and as may be required under the California Environmental Quality Act.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.02.052 Public hearing, evidence of noticing.

When notice of a public hearing is given, the documentation indicated in this section shall be deemed sufficient to serve as proof that such notice was given.

A. *Affidavit of Publication Required.* When notice is given by publication, an affidavit of publication by the newspaper in which the publication was made is required.

B. *Affidavit of Mail Delivery Required.* When notice is given by mail or other delivery, an affidavit or proof of mailing/delivery must be made, showing, at a minimum, the date or dates of mailing/delivery and the list of persons and groups to which the mailing/delivery was made.

C. *Failure to Comply.* Failure to send notice to any property owner whose address is not on the most recent roll of the Riverside County Assessor shall not invalidate any of the proceedings.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.02.053 Public hearing, procedures.

The conduct of the public hearing(s) must include the following elements identified in this section.

A. *Discretionary Review.* At the public hearing, the authorized hearing body shall review the application and any pertinent materials submitted with the application, and any report prepared by the Community Development Director or his designee based on City staff's investigation of the application.

B. *The Applicant's Rights at Public Hearing.* During any public hearing, the applicant for the application shall have the right to be represented to provide testimony and to present evidence.

C. *The Public's Rights at Public Hearing.* All other persons shall have the right to comment on any relevant aspect of the application under consideration.

D. *Discretionary Action.* Following the completion of testimony at a public hearing, action shall be taken to approve, conditionally approve, deny, continue, or take under advisement, the subject of the public hearing.

E. *Continuation of Public Hearing.* If the action is taken to continue the item being considered or to take the matter under advisement, before adjournment or recess, the person presiding at the public hearing shall publicly announce the time and place to which the hearing will be continued. No further notice shall be required.

F. *Final Decision.* The decision of the hearing body shall be considered final unless a decision is appealed. In all cases, the City Council shall represent the final authority.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.02.060 Appeals and revocations.

An applicant is afforded the right to appeal a decision made by the Community Development Director and/or the Planning Commission. The appeals procedures are indicated in this section.

A. *Appeal of Community Development Director's Decision.* Decisions of the Community Development Director, authorized by this Zoning Ordinance, may be appealed to the Planning Commission. All such appeals shall be filed in writing with the Secretary of the Planning Commission.

B. *Appeal of Planning Commission Decision.* All actions and decisions of the Planning Commission, authorized by this Zoning Ordinance, may be appealed to the City Council. All such appeals shall be filed in writing with the City Clerk.

C. *Persons Eligible to File an Appeal.* Any person may appeal a decision or action of the Community Development Director or Planning Commission, in accordance with the terms of this Zoning Ordinance.

D. *Time Limit for Filing an Appeal.* All appeals must be filed within 15 calendar days of the date of the rendering of the decision. If the 15th day occurs on a holiday or weekend, the appeal period shall be extended to the next City workday. No appeal shall be accepted after the appeal period has expired.

E. *Appeals Form.* All appeals must be submitted in writing on the appropriate form provided by the City. The appeal must specifically state the grounds for the appeal and instances in which the review body erred in reaching the particular determination subject to the appeal.

F. *Payment of Fees.* A fee shall be paid concurrent with filing of the appeal in accordance with the fee schedule established by resolution of the City Council.

G. *Scheduling of Public Hearing.* Within 15 days upon receipt of an appeal, the Planning Commission Secretary (in the case of an appeal of a Community Development Director decision) or the City Clerk (in the case of an appeal of a decision by the Planning Commission) shall set the matter for public hearing. The hearing shall be noticed as provided for in Section 17.42.

H. *Findings.* All actions to affirm, reverse, or modify in whole or part any decision of the Community Development Director or Planning Commission shall be made with supporting findings for the affirmation, reversal, or modification.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.02.061 Revocations and right of revocation.

Upon determination that there has been a violation of the terms or conditions of any permit or approval granted under this Zoning Ordinance; or if a determination is made that a permit or approval was obtained by deception or fraud, or represents a public nuisance; or the use subject to the approval no longer exists; or the permit or approval has not been activated in accordance with the terms of this Title 17, the Community Development Director shall have the authority to initiate revocation proceedings.

A. *Public Hearing Required for Revocation.* The Community Development Director shall schedule a hearing before the Planning Commission for the purpose of considering revocation of the permit or approval. In the case where the Planning Commission's original action consisted of a recommendation to the City Council, the Planning Commission's action on the revocation shall also consist of a recommendation to the City Council, and the City Council shall have the authority to revoke the permit or approval.

B. *Written Notice to Permittee.* At least 30 days prior to the revocation hearing, the permittee (the owner of the property, use, or business subject to the revocation) subject to the revocation hearing shall be given written notice of the City's intent to conduct the hearing. The notice to the permittee shall be served either in person or by registered mail, return receipt requested.

C. *Public Notice.* At least ten days prior to the revocation hearing, public notice of the hearing shall be given in the same manner as was required for the original permit or approval.

D. *Evidence in Support of Motion.* At the hearing, the Community Development Director shall present evidence supporting the motion for the revocation of the permit or approval. The permittee shall be given the opportunity to present reasons why the permit or approval shall not be revoked.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.02.070 Plot plans.

A plot plan permit shall be required of any party proposing to establish a new land use, or to assume an existing use, consistent with the zoning of the proposed location of the use, prior to the use and occupancy of any property for such land use. The purpose of a plot plan permit is to implement the provisions of the Zoning Ordinance and to protect the character and integrity of residential, commercial and industrial areas in the City. Plot plan applications shall be processed by the Community Development Director and shall entail a review of the configuration, design, location and impact of the proposed use by comparing the use to established standards and design guidelines in order to determine whether the permit should be approved. The Community Development Director is empowered to grant and deny administrative plot plan applications for projects which entail use and occupancy of existing facilities and to impose reasonable conditions upon the granting of such permits. The Planning Commission is empowered to grant and deny plot plan applications for projects, and to impose reasonable conditions upon the granting of such permits.

A. *Providing Proof of Vested Interest.* Any person who is able to demonstrate a legal vested interest in the proposed application may initiate an application for a plot plan permit. The authorized agent of any person with a legal vested interest may also initiate an application. The Community Development Director may request proof of ownership or authorization to apply prior to acceptance of any application.

B. *Type of Plot Plan Application.* The Community Development Director shall determine the type and scope of application required of any applicant for a proposed use.

1. An administrative plot plan application, not requiring a public hearing, shall be required for the following:

   a. Occupancy or assumption of an existing use or business which conforms to this Zoning Ordinance.

   b. Site plans for a single-family dwelling unit on an existing legal lot and other residential projects with two to four dwelling units on one legal lot.

   c. Development plans that are exempt from the California Environmental Quality Act.

   d. Model home complexes and temporary real estate sales offices used exclusively for the first sales of homes.

   e. Temporary uses, unless a conditional use permit is required or the Community Development Director determines that Planning Commission approval is required due to the uniqueness, size, and/or location of the proposed temporary event.

2. A plot plan application, requiring a public hearing conducted by the Planning Commission, shall be required for the following:

   a. Any use which is subject to the provisions of the California Environmental Quality Act.

   b. Any use which exceeds the limitations applicable to the administrative plot plan application process, as set forth in this Zoning Ordinance (Section 17.02.070(B)1).

C. *Filing of Application.* The application shall be filed pursuant to the provisions of this Zoning Ordinance (Section 17.02.040).

D. *Review of Application by Community Development Director.* The Community Development Director or his designee shall investigate the application and proposal, including the analysis of precedent cases as appropriate. For administrative plot plan applications, the Community Development Director shall render a decision in writing without notice or hearing. For plot plan applications, the Community Development Director or his designee shall prepare a report outlining facts and a recommendation relating to the application. The report shall be provided to the applicant prior to any scheduled public hearing on the application.

E. *Planning Commission Public Hearing.* For plot plans acted upon in accordance with Section 17.02.070.B.2, a public hearing of the Planning Commission shall be noticed and conducted pursuant to the provisions of this Zoning Ordinance (Section 17.02.051). At the public hearing, the Planning Commission shall review the application and proposal and receive evidence concerning the proposed use and the proposed conditions under which it would be operated and maintained, particularly with respect to the findings prescribed in Subsection G of this section (Findings of Approval).

F. *Planning Commission Action.* The Planning Commission shall act to approve, conditionally approve, or deny the application. The decision of the Planning Commission shall become effective immediately upon its rendering, unless an appeal is filed pursuant to the provisions of this Zoning Ordinance (Section 17.02.060 Appeals and Revocations).

G. *Findings of Approval.* The Planning Commission may approve and/or modify a plot plan permit in whole or part, with or without conditions, provided that all of the following findings of fact are made:

1. The proposed use is permitted, or is substantially similar to a use permitted, within the subject zone and complies with the intent of all applicable provisions of this Zoning Ordinance;
2. The proposed use is consistent with the objectives, policies, general land uses and programs of the general plan and any applicable specific plans;
3. The subject site is physically suitable for the type and intensity of the proposed land use;
4. The location, size, design and operating characteristics of the proposed use is compatible with existing land uses within the general area in which the proposed use is located;
5. There are adequate provisions for public access, water, sanitation, and public utilities and services to ensure that the proposed land use would not be detrimental to the public convenience, health, safety or general welfare;
6. The approval of the plot plan permit for the proposed use is in compliance with the requirements of the California Environmental Quality Act and there would be no significant adverse impacts upon environmental quality and natural resources that cannot be reasonably mitigated and monitored.

H. *Imposition of Conditions of Approval.* In granting a permit, the Community Development Director or Planning Commission may impose such conditions as deemed necessary to ensure that the public health, safety and general welfare are protected and that the proposed use is not a detriment to the community. All conditions shall be binding upon the applicant, heirs, successors, or assignees.

I. *Plot Plan Time Limits.* The grantee of a plot plan permit shall have one year from the effective date of the permit to establish a right to use the permit; otherwise, the plot plan permit shall lapse and become void. For the purposes of this section, such a right shall be established if either:

1. A building permit has been issued and construction commenced and diligently pursued towards completion of the project.
2. In the event that no building permit is required, a certificate of occupancy and/or business license has been issued for the use.

J. *Plot Plan Lapse in Time.* A plot plan permit subject to lapse may be renewed up to one additional year, provided that the applicant files an application for renewal with the Planning Director prior to the expiration date, and subject to consideration in a public hearing.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.02.080 Zone changes.

In recognition of that fact that physical, economic, and other conditions in the City may change over time, provisions are hereby made to allow for amendments to the zoning map and Zoning Ordinance text in accordance with the procedures outlined in this Section. All such changes of zone or zoning ordinance text amendments shall be adopted in the manner in which other City ordinances are adopted.

A. *Providing Proof of Vested Interest.* Any person who is able to demonstrate a legal vested interest in the proposed application may initiate applications for a change of zone or zoning ordinance text amendment. The authorized agent of any person with a legal vested interest may also initiate an application. The Community Development Director may request proof of ownership or authorization to apply prior to the acceptance of any application.

B. *Zone Changes for Properties Under Multiple Ownership.* In the case of a change of zone application, if the property for which the change of zone is proposed is in more than one ownership, all owners or their authorized agents shall be required to sign the application.

C. *City Council Initiated Zone Change.* The City Council may initiate an application to change the boundaries of any zone district or to amend the text of the zoning ordinance.

D. *Planning Commission Public Hearing.* A public hearing before the Planning Commission shall be noticed and conducted pursuant to the provisions of this Chapter 17.02 (Sections 17.02.051 to 17.02.053).

E. *Recommendation of Zone Change by Planning Commission.* The Planning Commission shall recommend to the City Council approval, approval with modifications, or denial of the proposed application. The Commission's recommendation shall be transmitted to the City Clerk for scheduling the matter for consideration by the City Council.

F. *Denial of Zone Change by Planning Commission.* Upon receipt of a Planning Commission recommendation for denial of a change of zone, the City Clerk shall place the Commission's recommendation on the City Council agenda as a receive-and-file item. The Commission's decision shall be considered final and no further action by the Council will be required unless an appeal is filed in accordance with the provisions of this Zoning Ordinance (Section 17.02.060, Appeals), or unless the Council chooses to set the matter for hearing.

G. *City Council Public Hearing.* Upon receipt of a Planning Commission resolution recommendation for approval of a change of zone or zoning ordinance amendment, or denial of a zoning ordinance text amendment, the City Clerk shall set the matter for hearing before the City. At the hearing, the City Council shall review the Commission's recommendation and receive evidence as to how or why the proposed change of zone or zoning ordinance text amendment is consistent with the objectives of this Zoning Ordinance, the City of Beaumont General Plan, and development policies of the City. The City Council shall act to approve or deny the application by resolution.

H. *Referral of Matter Back to the Planning Commission.* If the Council proposes any substantial modification to the application not previously considered by the Planning Commission, the Council shall refer the matter back to the Commission for consideration. No public hearing shall be required. Failure of the Commission to act within 40 days of receiving the Council's request shall provide the Council with authority to act without the Commission's recommendation.

I. *Approval of Zone Change by City Council.* The City Council shall be required to make the following findings of fact before approving a change of zone or zoning ordinance text amendment:

1. That the proposed change of zone or zoning ordinance text amendment is consistent with the goals, policies, and objectives of the General Plan; and
2. That the proposed change of zone or zoning ordinance text amendment will not adversely affect surrounding properties; and
3. That the proposed change of zone or zoning ordinance text amendment promotes public health, safety, and general welfare and serves the goals and purposes of this Zoning Ordinance.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.02.090 General plan amendments.

This Section is established pursuant to Section 65358 of the California Government Code, to allow for the amendment of the City of Beaumont General Plan.

A. *Providing Proof of Vested Interest.* Applications to amend the General Plan text or maps may be initiated by any person who is able to demonstrate a legal vested interest in the proposed application. The authorized agent of any person with a legal vested interest may also initiate an application. The Community Development Director may request proof of ownership or authorization to apply, prior to the acceptance of any application.

B. *General Plan Amendments for Properties Under Multiple Ownership.* In the case of a proposed amendment to the General Plan land use policy map, if the property for which the amendment is proposed is in more than one ownership, all owners or their authorized agents shall be required to sign the application.

C. *City Council Initiated General Plan Amendment.* The Community Development Director and/or City Council may initiate an application to amend the General Plan.

D. *Planning Commission Hearing.* A public hearing before the Planning Commission shall be noticed and conducted pursuant to the provisions of Section 17.02.051. At the public hearing, the Planning Commission shall review the application and proposal and receive evidence as to how or why the proposed General Plan amendment is consistent with the objectives of this Title 17, the balance of the General Plan, and development policies of the City.

E. *Planning Commission Action.* The Planning Commission shall act to recommend to the City Council approval, approval with modifications, or denial of the proposed application. A majority vote of the entire Planning Commission is required to recommend approval or approval with modifications. The Planning Commission's action shall include its recommendation and shall be transmitted to the City Clerk for scheduling the matter for public hearing before the City Council.

F. *City Council Public Hearing.* Upon receipt of a Planning Commission resolution, the City Clerk shall set the matter for hearing before the City Council as provided for in Section 17.42 [17.02.050] (Public Hearings). At the hearing, the City Council shall review the Commission's recommendation and may receive evidence as to how or why the proposed General Plan amendment is consistent with the objectives of this Zoning Ordinance, the balance of the General Plan, and development policies of the City.

G. *City Council Action.* The City Council shall act to approve or deny the application. A majority vote of the entire Council is required to amend the General Plan. The City Council's action to amend the General Plan shall be by formal resolution.

H. *Referral of General Amendment to the Planning Commission.* If the City Council proposes any substantial modification to the application not previously considered by the Planning Commission, the City Council shall refer the matter back to the Commission for consideration. No public hearing shall be required. Failure of the Planning Commission to act within 40 days of receiving the City Council's request shall provide the City Council with authority to act without the Planning Commission's recommendation.

I. *Required Findings.* Prior to approving a General Plan amendment, the City Council shall make the following findings:

1. That the proposed amendment is in the public interest, and that there will be a community benefit resulting from the amendment;
2. That the proposed amendment is consistent with the other goals, policies, and objectives of the General Plan;
3. That the proposed amendment will not conflict with provisions of the zoning ordinance or subdivision regulations; and
4. In the event that the proposed amendment is a change to the land use policy map, that the amendment will not adversely affect surrounding properties.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.02.100 Conditional use permits.

The City recognizes that certain uses, due to the nature of use, intensity, or size, require special review to determine if the use proposed, or the location of that use, is compatible with surrounding uses, or through the imposition of development and use conditions, can be made compatible with surrounding uses. The conditional use permit is provided for this purpose. The Planning Commission is empowered to grant and deny applications for conditional use permits and to impose reasonable conditions upon the granting of such permit.

A. *Providing Proof of Vested Interest.* Any person who is able to demonstrate a legal vested interest in the proposed application may initiate an application for a conditional use permit. The authorized agent of any person with a legal vested interest may also initiate an application. Community Development Director may request proof of ownership or authorization to apply prior to the acceptance of any application.

B. *Scope of Application.* Applications for conditional use permits may be submitted only for those uses specified as allowable conditional uses in the applicable zone district. A conditional use permit is not a substitute for a change of zone or zoning ordinance text amendment.

C. *Filing of Application. The* application shall be filed pursuant to the provisions of this Zoning Ordinance (Section 17.02.040).

D. *Review of Application by Community Development Director.* The Community Development Director or his designee, shall investigate the application and proposal, including the analysis of precedent cases as appropriate, and shall prepare a report outlining facts and a recommendation relating to the application. The report shall be provided to the Planning Commission and the applicant prior to any scheduled public hearing on the application.

E. *Planning Commission Public Hearing.* A public hearing before the Planning Commission shall be noticed and conducted pursuant to the provisions of this Zoning Ordinance (Section 17.02.051). At the public hearing, the Planning Commission shall review the application and proposal and receive evidence concerning the proposed use and the proposed conditions under which it would be operated or

maintained, particularly with respect to the findings prescribed in subsection G of this section (Required Findings).

F. *Planning Commission Action. The* Planning Commission shall act to approve, conditionally approve, or deny the application. The decision of the Planning Commission shall become effective immediately upon its rendering, unless an appeal is filed pursuant to the provisions of this Zoning Ordinance (Section 17.02.060 Appeals and Revocations).

G. *Findings of Approval.* The Planning Commission may approve and/or modify a conditional use permit in whole or in part, with or without conditions, provided that all of the following findings of fact are made:

1. The proposed use is one conditionally permitted within the subject zone and complies with the intent of all applicable provisions of this Zoning Ordinance;
2. The proposed use would not impair the integrity and character of the zone in which it is to be located;
3. The subject site is physically suitable for the type of land use being proposed;
4. The proposed use is compatible with the land uses presently on the subject property;
5. The proposed use would be compatible with existing and future land uses within the zone and the general area in which the proposed use is to be located;
6. There would be adequate provisions for water, sanitation, and public utilities and services to ensure that the proposed use would not be detrimental to public health and safety;
7. There would be adequate provisions for public access to serve the subject proposal;
8. The proposed use is consistent with the objectives, policies, general land uses, and programs of the City of Beaumont General Plan;
9. The proposed use would not be detrimental to the public interest, health, safety, convenience, or welfare; and
10. The proposed design and elevations preserve and maximize the image, character, and visual quality of the neighborhood.
11. The Planning Commission shall find that the proposed use does not have a disproportionately high and adverse human health or environmental effect on minority and low-income populations.
12. This subsection G shall apply only to the uses identified in Chapter 17.03. This subsection shall not invalidate any conditional use permit for an operating facility but shall be complied with prior to issuance of a building permit for all projects for which no building permit has been issued upon the effective date of this provision.
13. Group or Community Care Facilities, regardless of size, shall only be required to comply with objective standards and findings for approval.

H. *Imposition of Conditions of Approval.* The following provisions shall apply with respect to the imposition of conditions of approval:

1. In granting a conditional use permit, the Planning Commission may impose such conditions as it deems necessary to ensure that the public health, safety, and general welfare are protected and that the proposed operation is not a detriment to the community.
2. All conditions shall be binding upon the applicant, heirs, successors, or assignees and shall restrict the construction, location, maintenance, and use of all land within the development.

3. A deed restriction may be recorded with the County Recorder of Riverside County, as approved by the City Attorney, regarding the conditions of this section and other requirements of the conditional use permit.

I. *Conditional Use Permit, Attachment, Suspension, and Revocation.* A conditional use permit that is valid and in effect and granted pursuant to the provisions of this Title 17 shall be valid only on the property for which it was granted and shall continue to be valid upon change of ownership of the property or any lawfully existing building or structure on the property. The Community Development Director shall have the authority to initiate proceedings to suspend or revoke a conditional use permit pursuant to provisions set forth in Section 17.02.61.

J. *Conditional Use Permit Time Limits.* The grantee of a conditional use permit shall have one year from the effective date of the permit to establish a right to use the permit; otherwise, the conditional use permit shall lapse and become void. For the purposes of this section, such a right shall be established if either:

1. A building permit has been issued and construction commenced and diligently pursued toward completion on the site for which the conditional use permit was approved; or

2. In the event no building permit is required, a certificate of occupancy has been issued for the structure for which the conditional use permit was approved; or

3. In the event no building permit or occupancy is required, the site for which the conditional use permit was approved is occupied and used for the permitted purpose; or

4. Prior to the date on which the conditional use permit will elapse, the grantee files an application to renew the permit pursuant to subsection K below.

K. *Conditional Use Permit Lapse in Time.* A conditional use permit subject to lapse may be renewed up to an additional one-year period, provided that the application for renewal is filed with the Planning Department prior to the expiration date. A public hearing before the Planning Commission shall be required.

L. *Conditional Use Permit Renewal.* The Planning Commission may grant or deny an application for renewal of a conditional use permit. As part of its action, the Commission may also modify existing conditions of approval or add new conditions to reflect any change in circumstances related to the conditional use permit and surrounding properties.

M. *Lapsing in Conditional Use Permit.* If any conditional use permit fails to be actively exercised for a continuous 180-day period, the permit shall lapse and become void.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.02.110 Variances.

The variance procedure is provided pursuant to Section 65906 of the California Government Code to grant relief from zoning provisions when, because of special circumstances applicable to a property, including size, shape, topography, location, or surroundings, the strict application of this Zoning Ordinance deprives such property of privileges enjoyed by other property in the vicinity and under the identical zoning classification.

A. *Limitations in Variances.* Variances shall not be granted to authorize a use or activity on a property that is not otherwise expressly authorized by the provisions of this Zoning Ordinance governing that property. A variance is not a substitute for a zone change, zone text amendment, or conditional use permit. Financial hardship in and of it does not represent grounds on which to file a variance application to gain relief from zoning provisions.

B. *Providing Proof of Vested Interest.* Any person who is able to demonstrate a legal vested interest in the proposed application may initiate an application for a variance. The authorized agent of any person with a legal vested interest may also initiate an application. The Community Development Director may request proof of ownership or authorization to apply prior to the acceptance of any application.

C. *Notice of Public Hearing.* An application shall be filed pursuant to the provisions of Section 17.02.051.

D. *Filing of Application.* In addition to the application filing requirements established in this Zoning Ordinance, the applicant shall file a statement of the precise nature of the variance requested and the practical difficulty or unnecessary physical hardship that would result from the strict or literal interpretation of this ordinance, together with any other data pertinent to the application and the making of requisite findings (Section 17.02.040).

E. *Review of Application by Community Development Director.* The Community Development Director shall investigate the application and proposal, including the analysis of precedent cases as appropriate, and shall prepare a report outlining facts and a recommendation relating to the application. The report shall be provided to the Planning Commission and the applicant prior to any scheduled public hearing on the application.

F. *Public Hearing.* A public hearing before the Planning Commission shall be noticed and conducted pursuant to the provisions of this Zoning Ordinance (Section 17.02.051). At the public hearing, the Planning Commission shall review the application and proposal and receive evidence concerning the proposed variance and the conditions which make compliance with specific provisions of this ordinance difficult.

G. *Planning Commission Action.* The Planning Commission shall act to approve, conditionally approve, or deny the application. The decision of the Planning Commission shall become effective immediately upon its rendering, unless an appeal is filed pursuant to the provisions of Section 17.02.060 (Appeals and Revocations).

H. *Findings of Approval.* In granting a variance, the Planning Commission must make all of the following findings:

1. That the strict or literal interpretation and application of this Zoning Ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of this Zoning Ordinance, or would deprive applicants of privileges granted to others in similar circumstances; and

2. That there are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended development of the property that do not apply generally to other property in the same zone; and

3. That the granting of such variance will not constitute the granting of a special privilege inconsistent with the limitations on other properties in the vicinity classified in the same zone; and

4. That the granting of such variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located; and

5. That the granting of such variance will not create any inconsistency with any objective contained in the General Plan.

I. *Imposition of Conditions of Approval.* A variance that is valid and in effect and granted pursuant to the provisions of this Zoning Ordinance shall be valid only on the property for which it was granted and only for the improvements for which it is granted and further, shall continue to be valid upon change of ownership of the property or any lawfully existing building or structure on the property.

J. *Conditions of Approval will be Binding.* The Community Development Director shall have the authority to initiate proceedings to suspend or revoke a variance pursuant to provisions set forth in Section 17.02.61.

K. *Time Limits.* The grantee of a Variance shall have one year from the effective date of the approval to establish a right to use the approval; otherwise, the variance shall lapse and become void. For the purposes of this section, such a right shall be established if either:

1. A building permit has been issued and construction commenced and diligently pursued toward completion on the site for which the variance was approved; or
2. In the event no building permit is required, a certificate of occupancy has been issued for the structure for which the variance was approved; or
3. In the event no building permit or occupancy is required, the site for which the variance was approved is occupied; or
4. Prior to the date on which the variance will elapse, the grantee files an application to renew the permit pursuant to subsection L below.

L. A variance subject to lapse may be renewed up to an additional one-year period, provided that the application for renewal is filed with the Planning Department prior to the expiration date.

M. The Planning Commission may approve or deny an application for renewal of a variance. As part of its action, the Commission may also modify existing conditions of approval or add new conditions to reflect any change in circumstances related to the variance and surrounding properties.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.02.120 Modification of standards.

The modification of standards procedure is established to grant minor relief from development standards, under limited circumstances, when the granting of such relief will provide for better design and function of the structure, or addition to a structure, proposed.

A. *Use of Modification of Standards.* An application for the purposes of this Section, a modification of standards application shall be filed whenever any one of the following deviations from the provisions of this Title 17 is proposed:

1. A decrease of not more than 20 percent of the minimum required setback area.
2. An increase of not more than ten percent of the maximum permitted building height.
3. Any deviation in the permitted maximum height or location of a fence or wall.
4. An increase of not more than ten percent of the maximum permitted lot coverage.
5. A decrease of not more than 20 percent of the minimum usable open space requirement.
6. Any deviation in the applicable development standards of not more than 20 percent to allow for improved productivity of solar energy systems.
7. A decrease of not more than 20 percent of the minimum number of required parking spaces.
   a. If a fractional number is obtained with this calculation, the number of parking spaces that may be reduced shall be rounded up to the next highest whole number, except that the parking requirement shall not be reduced to zero (e.g., if two to four parking spaces are required, a minor modification approval could reduce the requirement by one parking space).

8. Modifications in excess of those cited in subparagraph 1 through 7 above shall require a variance.

B. *Modification of Standards, Initiation.* Any person who is able to demonstrate a legal vested interest in the proposed application may initiate an application for a modification of standards. The authorized agent of any person with a legal vested interest may also initiate an application. The Community Development Director may request proof of ownership or authorization to apply prior to the acceptance of any application. In addition to the application filing requirements, the applicant shall file a statement of the precise nature of the modification of standards requested and reasons for the request.

C. *Community Development Director Investigation.* The Community Development Director or the designee shall investigate the application and proposal, including the analysis of precedent cases as appropriate, and shall prepare a report outlining facts and a recommendation relating to the application. The Community Development Director may request written statements from adjoining property owners who may be affected by the proposed application.

D. *Community Development Director Action.* Based on the investigation undertaken pursuant to C above, the Director or designee shall act to approve, approve with conditions, or deny the modification of standards application. In granting a modification of standards, the Director or designee shall make findings of fact that establish the circumstances appropriate for the approval. Action on a modification of standards application shall be taken within ten days of the date the application is deemed complete.

E. *Modification of Standards Findings.* An application shall not be granted unless all of the following findings can be made:

1. A modification is needed to allow property to be used in a more beneficial manner; and
2. A modification would not be detrimental to public health, safety, or general welfare or to surrounding property owners or the community; and
3. The granting the modification would not grant special privileges to the applicant not enjoyed by surrounding property owners; and
4. There are physical circumstances due to the shape or condition of the property which would result in hardship under existing regulations; and
5. The purpose of modification is not based exclusively on the financial advantage of the owner; and
6. The alleged difficulties were not created by the owner; and
7. The modification would not diminish property values in the area;
8. The modification would not increase traffic or endanger public safety; and,
9. The modification would not have detrimental effects on adjoining properties.

F. *Modification of Standards, Attachment, Revocation, and Suspension.* A modification of standards that is valid and in effect and granted pursuant to the provisions of this Zoning Ordinance shall be valid only on the property for which it was granted and only for the improvements for which it is granted and further, shall continue to be valid upon change of ownership of the property or any lawfully existing building or structure on the property. The Community Development Director shall have the authority to initiate proceedings to suspend or revoke a modification of standards pursuant to provisions set forth in Section 17.02.61.

G. *Modification of Standards, Time Limits. The* grantee of a modification of standards shall have one year from the effective date of the approval to establish a right to use the approval; otherwise, the approval

shall lapse and shall become void. For the purposes of this section, such a right shall be established if either:

1. A building permit has been issued and construction commenced and diligently pursued toward completion on the site for which the modification of standards was approved; or
2. In the event no building permit is required, a certificate of occupancy has been issued for the structure for which the modification of standards was approved; or
3. In the event no building permit or occupancy is required, the site for which the modification of standard was approved is occupied; or
4. Prior to the date on which the modification of standards will elapse, the grantee files an application to renew the permit pursuant to subsection 5 below.
5. A modification of standards approval subject to lapse may be renewed for an additional one-year period, provided that the application for renewal is filed with the Planning Department prior to the expiration date.

H. *Approval or Denial of Application.* The Community Development Director may approve or deny an application for renewal of a modification of standards. As part of the action, the Director may also modify existing conditions of approval or add new conditions to reflect any change in circumstances related to the modification of standards and surrounding properties.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.02.125 Certificates of appropriateness.

This purpose of this section is to provide various levels of historic protection and review and to preserve existing elements of historic resources in the City. The City's intent is to be lenient in its review of plans for structures which have little or no historic value, or of plans for new construction, unless such plans would impair the historic value of surrounding structures. The establishment of a certificate of appropriateness is intended to protect structures of historic significance including areas of architectural, cultural, historic, economic, political, and social importance from the adverse effects of any alteration, demolition, or removal.

A. *Applicability.*

1. A certificate of appropriateness is required for the exterior alteration, demolition, removal, or relocation of any historic resource or potential historic resource. A historic resource includes:
   a. A resource identified in a City-approved historic or cultural resources study;
   b. A structure over 50 years old; and/or
   c. A structure potentially eligible for registration on a local, state, or national register.
2. The following activities do not require approval of a certificate of appropriateness:
   a. Painting, routine maintenance, or minor repair, as determined by the Director to be consistent with existing colors and materials and not to have an adverse effect on the integrity of the historic resource. Such work includes:
      1. Alterations to the interior of the structure that do not have the possibility of adversely affecting the integrity of the historic resource;
      2. Repairing pavement or repaving flat concrete work that is not considered a character-defining feature of the historic resource;

3. Landscaping, unless the landscaping is considered a character-defining feature of the historic resource;
4. Construction, repair, demolition, or alterations to other structures on the property not determined to qualify as a historic resource;
5. Re-glazing windows;
6. Replacement of incompatible windows or doors with more historically appropriate windows or doors;
7. In-kind replacement of windows and doors on side and rear façades not readily visible from the public right-of-way;
8. Minor changes to front and street side fences;
9. Construction, repair, demolition, or alterations to side and rear yard fences;
10. Roofing work, if there is minimal change in roof structure and exterior appearance;
11. Foundation work, if there is minimal change in exterior appearance; and/or
12. Repair of exterior siding, if consistent in material, size, and orientation to existing or proven historic siding.

B. *Review Procedure.*

1. *Community Development Director review.* Minor modifications that do not involve new construction, additions to existing structures, or demolition of existing structures shall be subject to review and approval or denial by the Director.
2. *Planning Commission review.* All other modifications that do not meet the criteria for Director review as specified above shall be subject to review and approval or denial by the Commission. The Commission shall conduct a public hearing on the request in compliance with Section 17.02.053 (Public hearing, procedures).
3. *Notice.* Noticing for a certificate of appropriateness shall be provided in compliance with Section 17.02.051 (Public hearings, noticing); however, the notice for a certificate of appropriateness subject to Director review shall state the following:
   a. The Director will decide whether to approve or deny the certificate of appropriateness on a date specified in the notice; and
   b. A public hearing will be held by the Director only if requested in writing by any interested person before the specified date for the decision.
4. *Community Development Director public hearing.* If a public hearing is requested in writing for a certificate of appropriateness application subject to Director review, the Director shall schedule the hearing which shall be noticed and conducted in compliance with Chapter 17.02.053 (Public hearing, procedures). If no public hearing is requested, the Director shall render a decision on the date specified in the public notice.

C. *Findings of Approval.* The review authority shall approve, with or without conditions, a certificate of appropriateness only after the following findings are made:

1. Either, (a) the proposed work will neither adversely affect the significant features or character of a historic resource, or (b) a statement of overriding considerations has been adopted by the review authority finding that the benefits of the proposed work outweigh the impact on historic resources; and

2. The proposed project is consistent with the General Plan and any applicable specific plan.

D. *Unsafe or Dangerous Conditions.* None of the provisions of this section shall be construed to prevent any alteration or demolition necessary to correct the unsafe or dangerous conditions of any structure, feature, or part thereof, when such condition has been declared unsafe or dangerous by the Building Official or the Fire Chief and where the proposed measures have been declared necessary by such official to correct such conditions. Work shall be performed in compliance with the current adopted version of the Uniform Code for the Abatement of Dangerous Buildings. However, only such work as is necessary to correct the unsafe or dangerous condition may be performed without compliance with this section.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.02.130 Enforcement.

This section outlines the procedures to ensure that the provisions of this Title are enforced.

A. *Special Prosecutor Responsibilities.* The Special Prosecutor, upon the request of the City Council, shall institute any necessary legal proceedings to enforce this Zoning Ordinance (Title 17). The Special Prosecutor shall be authorized, in addition to any other remedy provided in this Zoning Ordinance to institute an action for an injunction to restrain or any other appropriate action or proceedings for enforcement.

B. *Clarification of Ambiguity.* If ambiguity arises concerning the appropriate classification of a particular use within the meaning and intent of this Zoning Ordinance, or if ambiguity exists with respect to matters of height, yard requirements, area requirements, or zone boundaries as set forth herein, it shall be the duty of the Community Development Director to ascertain all pertinent facts, and to set forth in writing the findings and the interpretations. The Director can refer the matter to the Planning Commission as a scheduled matter not requiring public hearing, and the findings and interpretations of the Planning Commission shall be set forth in the recorded minutes. Thereafter, such interpretations shall govern.

C. *Enforcement and Penalty for Violation.* The Planning Commission, the Community Development Director, the City Attorney, the City Clerk, and all officials charged with the issuance of licenses or permits shall enforce the provisions of this Zoning Ordinance. Any permit, certificate, or license issued in conflict with the provisions of this Zoning Ordinance shall be void.

D. *Actions Deemed a Nuisance.* Any building or structure erected or maintained, or any use of property contrary to the provisions of this Zoning Ordinance shall be declared to be unlawful and a public nuisance, subject to abatement pursuant to the City of Beaumont Municipal Code.

E. *Remedies.* All remedies concerning this Zoning Ordinance shall be cumulative and not exclusive. Conviction and punishment of any person hereunder shall not relieve such persons from the responsibility of correcting prohibited conditions or removing prohibited buildings, structures, or improvements, and shall not prevent the enforced correction or removal thereof.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.02.140 Reserved.

Chapter 17.03 ZONING MAP AND ZONE DISTRICTS

17.03.010 Purpose and authority.

The purpose of this Chapter 17.03 is to accomplish the following:

- To implement the Community Development Element of the City of Beaumont General Plan and the Land Use Policy Map;
- To identify and describe the land use designations delineated on the City of Beaumont Official Zoning Map;
- To indicate the development standards for each of the Zone Districts; and
- To identify the range of uses permitted within each Zone District.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.03.020 Establishment of zone districts.

For the purpose of providing a uniform basis for this Zoning Ordinance, the following zone classifications may be applied to those parcels located within the corporate boundaries of the City of Beaumont:

Recreation/Conservation Zone (R-C Zone)

Residential, Rural Zone (R-R Zone)

Residential, Single Family Zone (R-SF Zone)

Residential, Traditional Neighborhood Zone (R-TN Zone)

Residential, Multiple-Family Zone (R-MF)

Urban Village Zone (UV Zone)

Commercial, Neighborhood Zone (C-N Zone)

Community Commercial Zone (C-C Zone)

Manufacturing Zone (M Zone)

Public Facilities Zone (P-F Zone)

Overlay Zones (O Zone)

Specific Plan (SP Zone)

Additional zone classifications that apply to Downtown Beaumont are provided in Chapter 17.19.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.03.030 Zoning map.

The location and boundaries of the various zones are delineated on the zoning map of the City of Beaumont. All property within the City, public and private, is assigned a specific Zone designation and its location and extent is

noted on the official zoning map. The use of all property must be in accordance with the Zoning designations delineated on the zoning map and pursuant to the provisions of this Zoning Code.

A. *Use of Zoning Map and Classifications.* The requirements that are applicable to each Zone classification is specifically set forth in subsequent articles of this ordinance.

B. *Uncertainty in Cartography.* Where uncertainty exists as to the boundaries of any zone, the following rules shall apply:

1. *Cartography.* Where boundaries are indicated as approximately following street lines, alley lines, or lot lines, such lines shall be construed to be such boundaries.

2. *Easements and Rights-of-Way.* Dedicated streets, alleys, freeways, or railroad rights-of-way shall be deemed to be unclassified.

3. *Vacated or Abandoned Property.* If any public street, alley or other right-of-way is vacated or abandoned, the land formerly in such street, alley or right-of-way shall be included within the Zoning of the adjoining property on each side.

4. *Amendments to the Official Zoning Map.* Changes in boundaries of Zones shall be made by ordinance (as described in Section 17.02). All amendments to the zoning map shall be noted on the Map with the date of the amendment and references to the amending ordinance.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.03.040 Recreation/Conservation Zone (R-C Zone).

The Recreation/Conservation Zone is intended to include and recognize the flowing uses: water course and watershed areas, public and private park lands, cemeteries, natural resource lands, wildlife preserves, and publicly owned dedicated scenic and open space areas. This Zone is also intended to provide for permanent open space in specific areas by limiting development in areas where natural hazards are present that might endanger the health, safety, and welfare of residents from possible flood, subsidence, erosion, or seismic activity.

A. *Recreation/Conservation Zone, Permitted Uses.* The uses permitted under this Zone District are identified in Table 17.03-1 of this Section.

B. *Recreation/Conservation Zone, Conditional Uses.* The uses conditionally permitted under this Zone District are identified in Table 17.03-1 of this Section. Such uses require the approval of a conditional use permit.

C. *Recreation/Conservation Zone, Development Standards.* The following standards shall apply to the Recreation/Conservation Zone (R-C Zone):

1. *Lot Area and Dimension.* No minimum or maximum lot area standards are applicable to this Zone.

2. *Setbacks and Yards.* All yards and other structural standards other than height shall be specified in connection with, and as a part of, the issuance of a plot plan or conditional use permit for structural development.

3. *Building Height.* In the RC Zone the maximum height of any building shall not exceed two stories or 35 feet, whichever is less.

D. *Recreation/Conservation Zone, Off Street Parking.* Automobile storage space shall be provided as indicated in Chapter 17.05.

E. *Recreation/Conservation Zone, Landscaping.* The provisions of Chapter 17.06 of this ordinance shall apply.

F. *Recreation/Conservation Zone, Signs.* The provisions of Chapter 17.07 of this ordinance shall apply.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.03.050 Residential, Rural Zone (RR Zone).

The Residential, Rural Zone (R-R Zone) is intended to provide for and encourage the development of agriculturally oriented low density residential development to take advantage of the rural environment.

A. *Residential, Rural Zone, Permitted Uses.* The uses permitted under this Zone District are identified in Table 17.03-3 of this Section.

B. *Residential, Rural Zone, Conditional Uses.* The uses conditionally permitted under this Zone District are identified in Table 17.03-3 of this Section. Such uses require the approval of a conditional use permit.

C. *Residential, Rural Zone, Development Standards.* The following standards shall apply to the Residential, Rural Zone (R-R Zone):

1. *Lot Area.* The lot sizes shall not be less than 40 acres.

2. *Setbacks and Yards.*

a. Minimum yard requirements shall be 25 feet for the front yard, ten feet for the side yard, and 20 feet for the rear yard.

b. A minimum setback of 50 feet shall be provided along property lines adjoining the R-C Zone.

3. *Building Height.* In the R-R Zone the maximum height of any building shall not exceed two stories or 26 feet, whichever is less.

D. *Residential, Rural Zone, Off Street Parking.* Automobile storage space shall be provided as indicated in Chapter 17.05.

E. *Residential, Rural Zone, Landscaping. The provisions of Chapter 17.06 of this ordinance shall apply.*

F. *Residential, Rural Zone, Signs.* The provisions of Chapter 17.07 of this ordinance shall apply.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.03.060 Residential, Single-Family Zone (R-SF Zone).

The Residential, Single-Family Zone (R-SF Zone) is intended to protect established neighborhoods of one-family dwellings and to provide space in suitable locations for additional residential, single-family development. To increase access to shopping, services, and amenities, the R-SF Zone allows for limited, appropriately located neighborhood supporting uses in specific locations.

A. *Residential, Single-Family Zone, Permitted Uses.* The uses permitted under this Zone District are identified in Table 17.03-3 of this Section.

B. *Residential, Single-Family Zone, Conditional Uses.* The uses conditionally permitted under this Zone District are identified in Table 17.03-3 of this Section. Such uses require the approval of a conditional use permit.

C. *Residential, Single-Family Zone, Development Standards.* The following standards shall apply to the Residential, Single-Family Zone (R-SF Zone):

1. *Lot Area and Dimension.* The minimum lot area for lots within this zone is 7,000 square feet.

2. *Setbacks and Yards.* The following setback requirements are applicable to the Residential, Single-Family Zone (R-SF Zone):

   a. *Front Yard Setbacks.* The minimum front yard setback is 20 feet for single level structures and 20 feet for two level structures. In no event shall a residence be situated in such a manner as to result in a distance of less than 20 feet between the back of a sidewalk and the face of a garage door.

   b. *Rear Yard Setbacks.* The minimum rear yard setback for single level structures is 20 feet except for those interior lots that border on an alley. A minimum rear yard setback of five feet is permitted for an accessory structure used for enclosed parking. The minimum rear yard setback for a two-level residential structures is 20 feet.

   c. *Side Yard Setbacks.* Interior side yard setbacks shall not be less than five feet on each side except that on interior lots of 70 feet or greater in width, side yard setbacks shall be at least five feet in width on one side and ten feet in width on the other side. Two story residences shall have a ten-foot side yard setback regardless of parcel width. Corner lots shall have a street side yard of at least ten feet from each side yard property line.

   d. *Setbacks for Accessory Structures.* Accessory structures, including second and guest units (as may be permitted by this Ordinance), detached garages, outbuildings, sheds, gazebos, and patios, shall comply with the front and side setback regulations applicable to the R-SF Zone. Such structures may be located in the rear yard areas subject to the following limitations:

      1. The height of any accessory structure shall not exceed the height of the principal residence on the site.

      2. Single-story accessory structures shall be located a minimum of ten feet from the principal residential structure; two-story accessory structures shall be located a minimum of 20 feet from the principal residential structure.

      3. A minimum rear setback of ten feet shall be maintained for any accessory structure.

      4. An accessory structure, or the total of all accessory Structures, shall in no event occupy more than 25 percent of the lot.

   e. *Setbacks for Properties Adjoining the R-C Zone.* A minimum setback of 20 feet shall be provided along property lines adjoining the R-C Zone.

3. *Building Height.* In the Residential, Single-Family Zone (R-SF Zone), the maximum height of any building shall not exceed 35 feet or two stories, whichever is less.

Table 17.03-1
Setback (Yard) Requirements for Residential, Single-Family Zone (RSF Zone)

Yard	***Single Level***	***Two-Level***
Front Yard	20 ft.	20 ft.
Rear Yard	20 ft. for interior lots 5 ft. for accessory structures used exclusively for parking	20 ft.
Side Yard[1]	5 ft. for interior lots <70 ft. in width 10 ft. on one side and 5 ft. on the other side for interior lots >70 ft. in width	10 ft.

	10 ft. for corner lots (street side yard)	

[1] For commercial uses in the SFR Zone, a 25-foot side yard setback applies when adjacent to a residential use

4. *Floor Area Ratio.* The maximum permitted floor area ratio is 0.35. This standard applies to commercial uses only.

~~D. *Accessory Dwelling Units.* Accessory dwelling units are limited to one per single-family residence within a Single-Family Zone.~~

~~1. *Detached Accessory Dwelling Units.* Detached accessory dwelling units shall not exceed 50 percent of the floor area of the main unit or 1,200 square feet, whichever is less. The height of the accessory unit shall not exceed the height of the main unit. In addition, the detached accessory dwelling unit must be connected to sewer and shall be provided with individual sewer connections. Detached accessory dwelling units shall be detached from the main unit by a minimum distance of ten feet and shall have a minimum distance of 15 feet from the rear property line. Detached accessory dwelling units may be located in an existing structure, without consideration to setbacks. The detached accessory dwelling unit shall be located in such a fashion so that it is concealed from public view and shall have matching colors and materials as the main unit. The main unit must meet current requirements for parking prior to or in conjunction with the detached accessory dwelling unit approval.~~

~~2. *Attached Accessory Dwelling Units.* Attached accessory dwelling units shall not exceed 50 percent of the floor area of the main unit or 1,200 square feet, whichever is less. The height of the attached accessory dwelling unit shall not exceed the height of the main unit. Setbacks shall meet the requirements of the zone unless within an existing structure or unless the attached accessory dwelling unit is created from an existing living space in a single-family home. The attached accessory dwelling unit shall be located in such a fashion so that it is concealed from public view (specifically the entrance) and shall have matching colors and materials as the main unit. The main unit must meet current requirements for parking prior to or in conjunction with the attached accessory unit approval.~~

~~3. *Junior Accessory Dwelling Units.* Junior accessory dwelling units shall not exceed 500 square feet, shall consist of one bedroom and a limited kitchen, and have access to both interior access to the main unit and an exterior door. A junior accessory dwelling unit is not considered a separate dwelling unit. The height of the junior accessory dwelling unit shall not exceed the height of the main unit. Setbacks shall meet the requirements of the zone unless within an existing structure. The junior accessory dwelling unit kitchen may only have a wet bar or efficiency kitchen (a single basin sink with a maximum waste line diameter of 1.5 inches and cooking facility with appliances that can run on standard 120 volt outlets or natural or propane gas). The kitchen may include a small refrigerator (maximum of six cubic feet), microwave, and small cooktop (max two elements).~~

~~The owner must occupy either the main unit or the junior accessory dwelling unit. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.~~

~~The junior accessory dwelling unit shall be located in such a fashion so that it is concealed from public view so as not to look like a duplex. The entry to the junior accessory dwelling unit shall face the side- or back-yard area. A junior accessory dwelling unit shall have matching colors and~~

~~materials as the main unit. The main unit must meet current requirements for parking prior to or in conjunction with the junior accessory dwelling unit approval.~~

~~E~~D. *Residential, Single-Family Zone, Off Street Parking.* Automobile storage space shall be provided as indicated in Chapter 17.05.

~~F~~E. *Residential, Single-Family Zone, Landscaping.* The provisions of Chapter 17.06 of this ordinance shall apply.

~~G~~F. *Residential, Single-Family Zone, Signs.* The provisions of Chapter 17.07 of this ordinance shall apply.

~~H~~G. *Pedestrian Access.* Development projects that include 20 or more residential units shall provide on-site pedestrian connections to public sidewalks and transit stops.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.03.065 Residential, Traditional Neighborhood (R-TN Zone).

The Residential, Traditional Neighborhood Zone is intended to provide a range of housing choices, including single-family and multi-family development and supporting neighborhood service uses within a walkable and well-connected setting.

A. *Residential, Traditional Neighborhood Zone, Permitted Uses.* The uses permitted under this Zone District are identified in Table 17.03-3 of this Section.

B. *Residential, Traditional Neighborhood Zone, Conditional Uses.* The uses conditionally permitted under this Zone District are identified in Table 17.03-3 of this Section. Such uses require the approval of a conditional use permit.

C. *Residential, Traditional Neighborhood Zone, Development Standards.* The following standards shall apply to the Residential, Traditional Neighborhood Zone (R-TN Zone):

1. *Lot Area and Dimension.* Lot sizes for the Residential, Traditional Neighborhood Zone (R-TN Zone) shall not be less than 5,000 square feet with a minimum lot width of 50 feet and a minimum lot depth of 100 feet. Smaller lots may be allowed consistent with 17.11.030.D (Small Lot Development).

2. *Setbacks and Yards.* The following setback requirements are applicable to the Residential, Traditional Neighborhood Zone (R-TN Zone):

a. *Front Yard Setbacks.*

1. The minimum front yard setback is 15 feet.

2. The maximum front yard setback is 25 feet. The maximum setback requirement may be waived if the Director finds:

(a) Common plazas, courtyards, or outdoor amenity areas are located between the street and the building(s);

(b) The building(s) incorporates an entrance design that creates a welcoming entry feature facing the street; or

(c) A larger area is required to preserve existing mature trees or natural features.

b. *Rear Yard Setbacks.* The minimum rear yard setback is 15 feet, except a minimum rear yard setback of five feet is allowed for a garage abutting an alley.

c. *Side Yard Setbacks.*

1. The minimum interior side yard setback is five feet, except corner lots shall have a minimum street side yard setback of 10 feet.

2. The maximum street side yard setback is 20 feet. The maximum setback requirement may be waived if the Director makes the findings listed in Section 17.03.065.C.2.a.2.

Table 17.03-2 Setback (Yard) Requirements for Residential, Traditional Neighborhood Zone (RTN Zone)	
Yard	***Setback Requirement***
Front Yard	15 ft. (minimum) 25 ft. (maximum) unless waived by the Director
Rear Yard	15 ft. (minimum) 5 ft. (minimum) for a garage abutting an alley
Side Yard	5 ft. (minimum) for interior lots 10 ft. (minimum) for corner lots (street side yard) 20 ft. (maximum) for corner lots (street side yard) unless waived by the Director

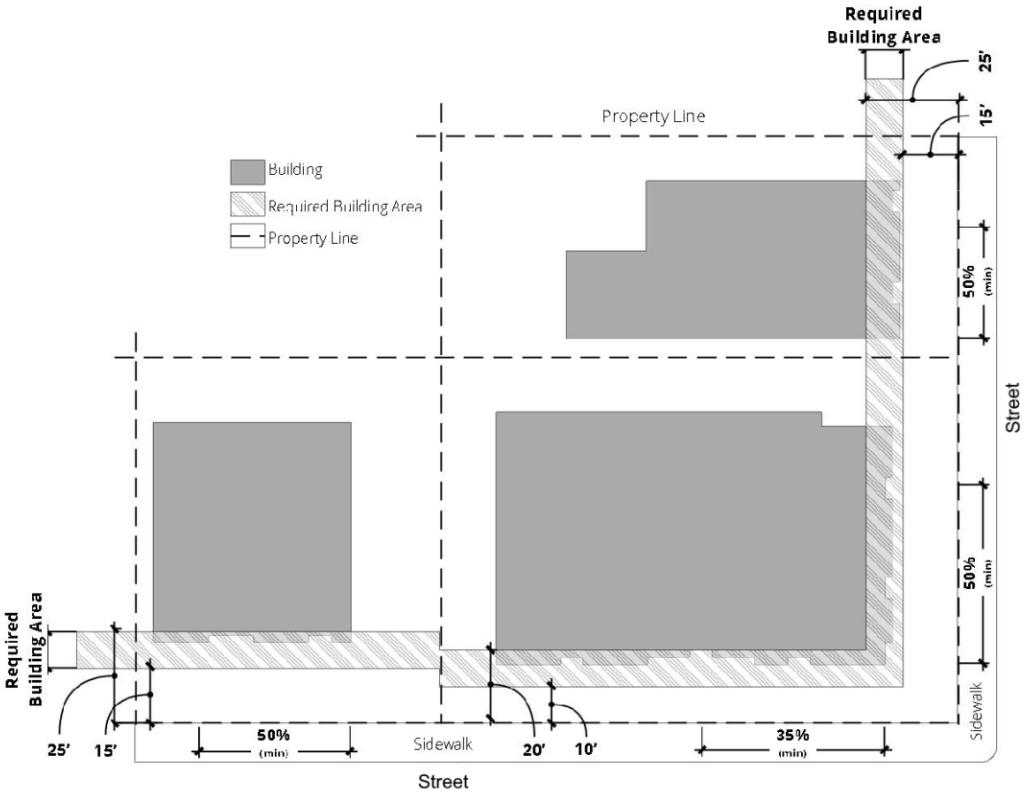
d. *Setbacks for Properties Adjoining the R-C Zone.* A minimum setback of 20 feet shall be provided along property lines adjoining the R-C Zone.

3. *Building Placement Requirements.*

a. Building façade(s) shall extend a minimum of 50 percent of the street frontage for the area between the minimum and maximum front yard setbacks. For example, if a lot is 100 feet wide, 50 linear feet of the lot parallel to the street must be occupied by a building(s) that adheres to the maximum setback requirement.

b. In the area between the minimum and maximum street side yard setback, 35 percent of the linear distance parallel to the street shall be occupied by a building façade(s).

Building Placement Requirements, R-TN Zone Exhibit



4. *Density.* The maximum density shall be twelve units per acre with an average of six units per acre, applied across the property.

   a. A studio or one-bedroom unit of no more than 750 square feet, excluding a garage, shall count as 0.5 of a unit.

   b. Density below four units per acre may be allowed subject to conditional use permit approval, if the Planning Commission finds that the lower density does not jeopardize the City's ability to satisfy its Regional Housing Need Allocation.

5. *Usable Yard Area (Open Space) Requirements.* The following minimum useable open space standards are applicable to development within the Residential, Traditional Neighborhood Zone (R-TN Zone):

   a. For multi-family developments of fewer than 20 units, each unit shall have a minimum of 100 square feet of usable open space.

   b. For multi-family developments of 20 or more units, each unit shall have a minimum of 200 square feet of usable open space, and common usable open space at an equivalent of 200 square feet per unit

   c. The definition of useable open space and the method of computation is provided in Chapter 17.14 (see "Open Space, Useable").

6. *Building Height.* In the Residential, Traditional Neighborhood Zone (R-TN Zone), the maximum height of any building shall not exceed 35 feet.

7. *Floor Area Ratio.* The maximum permitted floor area ratio is 0.35. This standard applies to commercial uses only.

D. *Residential, Traditional Neighborhood Zone, Off street Parking.*

1. Parking shall not be located in the front setback unless the Director makes the following findings:

a. Buildings comply with the maximum front setback requirement;

b. Parking located within the front setback is in the driveway of a single-family home or a duplex; or

c. The parking area located within the front setback is landscaped along the street with a hedge, trellis, and/or landscaping consistent with Chapter 17.06; and

d. Requirements in Chapter 17.05 are complied with.

2. Automobile storage space shall be provided as indicated in Chapter 17.05.

E. *Residential, Traditional Neighborhood Zone, Landscaping.* The provisions of Chapter 17.06 of this ordinance shall apply.

F. *Residential, Traditional Neighborhood Zone, Signs.* The provisions of Chapter 17.07 of this ordinance shall apply.

~~G. *Accessory Dwelling Units.* Accessory dwelling units are allowed consistent with the standards applicable to the R-SF Zone and State law.~~

~~H~~G. *Maximum Block Length.* Block length is limited to 600 feet measured from curb edge to curb edge.

~~I~~H. *Street Trees.* A minimum of one tree shall be located along every 40 feet of street frontage. Street trees shall comply with applicable standards in Section 17.06.110 (Street trees).

~~J~~I. *Supplemental Multiple Family Development Standards.* The following standards apply to multiple family developments, including attached single unit developments.

1. *Building Entrances.*

a. All dwelling units located along streets shall have the primary entrance facing the street. Exceptions to this requirement may be approved where the site is located on a major arterial carrying high traffic volumes.

b. Dwelling units located in the interior of a multiple family development shall be designed so that the primary entryway is visible from a pedestrian pathway that is connected to a street.

c. Building entrances shall have a roofed projection (such as a porch) or recess with a minimum depth of at least five feet and a minimum horizontal area of 30 square feet. Exceptions to this requirement may be approved for alternative designs that create a welcoming entry feature facing the street, such as a trellis or landscaped courtyard entry.

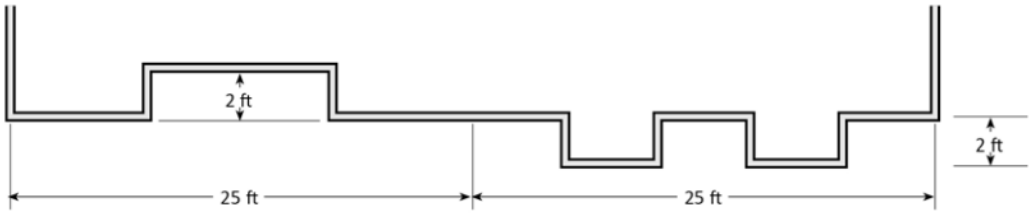
2. *Building Façades.*

a. At least 75 percent of the façade of each building adjacent to a street shall be occupied by habitable space with windows.

b. Each building façade adjacent to a street shall have at least one pedestrian entry into the structure.

c. All street-facing façades shall have at least one horizontal or vertical projection or recess at least two feet in depth, for every 25 horizontal feet of wall. Building entrances and front porches may count towards meeting this requirement.

Façade Articulation, Multiple Family Development Requirements Exhibit



Street-facing facades shall have at least one horizontal projection or recess at least 2 feet, for every 25 linear feet of wall.

3. *Building Roofs.* The roof line at each elevation shall demonstrate an offset of at least 24 inches for each one to three units exposed on that elevation, but in no case shall a roof line be more than 50 feet without a minimum 18-inch offset.

Roof Line, Multiple Family Development Requirements Exhibit

The roof line for each elevation shall be offset at least 18 inches for each one to three units exposed on that elevation.

4. *Pedestrian Access.* On-site pedestrian circulation and access shall be provided consistent with the following standards.

   a. *Internal connections.* A system of pedestrian walkways shall connect all buildings on a site to each other, to on-site automobile and bicycle parking areas, and to any on-site open space areas or pedestrian amenities.

   b. *To circulation network.* Regular connections between on-site walkways and the public sidewalk and other planned or existing pedestrian routes or trails shall be provided. An on-site walkway shall connect the primary building entry or entries to a public sidewalk on each street frontage.

   c. *To neighbors.* Direct and convenient access shall be provided to adjoining residential and commercial areas to the maximum extent feasible while still providing for safety and security.

d. *To transit.* Safe and convenient pedestrian connections shall be provided from transit stops to building entrances.

e. *Pedestrian walkway design.*

1. Walkways shall be a minimum of six feet wide, shall be hard-surfaced, and paved with permeable materials. Walkway widths may be reduced to three feet wide for small lot development (Section 17.11.030.D).

2. Where a required walkway crosses a driveway, parking area, or loading area, it must be clearly identified using a raised crosswalk, a different paving material, or a similar method.

3. Where a required walkway is parallel and adjacent to an auto travel lane, it shall be raised or separated from the auto travel lane by a raised curb at least four inches high, bollards, or another physical barrier.

5. *Private Storage Space.* Each unit shall have at least 200 cubic feet of enclosed, weather-proofed, and lockable private storage space with a minimum horizontal dimension of four feet.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.03.070 Residential, Multiple-Family Zone (R-MF Zone).

The Residential, Multiple-Family Zone is intended to protect established medium density and high-density residential development in the City, and to facilitate further development of this land use type. This includes higher density housing that includes condominiums, townhomes, duplexes, patio apartments, senior housing and supporting ancillary facilities.

A. *Residential, Multiple-Family Zone, Permitted Uses.* The uses permitted under this Zone District are identified in Table 17.03-3 of this Section.

B. *Residential, Multiple-Family Zone, Conditional Uses.* The uses conditionally permitted under this Zone District are identified in Table 17.03-3 of this Section. Such uses require the approval of a conditional use permit.

C. *Residential, Multiple-Family Zone, Development Standards.* The following standards shall apply to the Residential, Multiple-Family Zone (R-MF Zone):

1. *Lot Area and Dimensions.* Lot sizes for the Residential, Multiple-Family Zone (R-MF Zone) shall not be less than 6,000 square feet with an average lot width of 60 feet and a minimum average lot depth of 100 feet. Smaller lots may be allowed consistent with Section 17.11.030.D (Small Lot Development).

2. *Setbacks and Yards.* The following setback requirements are applicable to the Residential, Multiple-Family Zone (R-MF Zone):

a. *Front Yard Setbacks.*

1. The minimum front yard setback is 20 feet.

2. The maximum front yard setback is 25 feet. The maximum setback requirement may be waived if the Director finds:

(a) Common plazas, courtyards, or outdoor amenity areas are located between the street and the building(s);

(b) The building(s) incorporates an entrance design that creates a welcoming entry feature facing the street; or

(c) A larger area is required to preserve existing mature trees or natural features.

b. *Rear Yard Setbacks.* The minimum rear yard setback is 15 feet, except a minimum rear yard setback of five feet is allowed for a garage abutting an alley.

c. *Side Yard Setbacks.*

1. The minimum interior side yard setback is five feet, except corner lots shall have a minimum street side yard setback of 10 feet.

2. The maximum street side yard setback is 20 feet. The maximum setback requirement may be waived if the Director makes the findings listed in subparagraph 17.03.070.C.2.a.2.

Table 17.03-2.5
Setback (Yard) Requirements for Residential, Multiple-Family Zone (RMF Zone)

Yard	***Setback Requirement***
Front Yard	15 ft. (minimum) 20 ft. (maximum) unless waived by the Director
Rear Yard	15 ft. (minimum) 5 ft. (minimum) for a garage abutting an alley
Side Yard	5 ft. (minimum) for interior lots 10 ft. (minimum) for corner lots (street side yard) 20 ft. (maximum) for corner lots (street side yard) unless waived by the Director

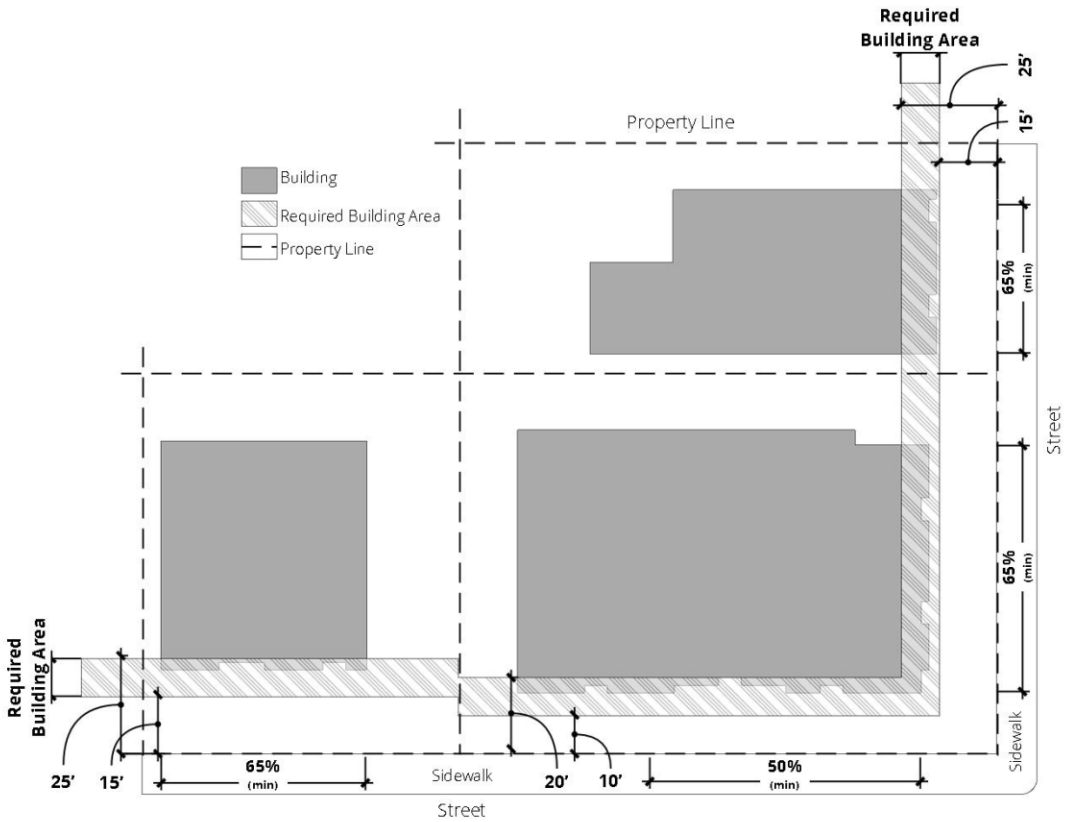
d. *Setbacks for Properties Adjoining the R-C Zone.* A minimum setback of 20 feet shall be provided along property lines adjoining the R-C Zone.

3. *Building Placement Requirements.*

a. Building façade(s) shall extend a minimum of 65 percent of the street frontage for the area between the minimum and maximum front yard setbacks. For example, if a lot is 100 feet wide, 65 linear feet of the lot parallel to the street must be occupied by a building(s) that adheres to the maximum setback requirement.

b. In the area between the minimum and maximum street side yard setback, 50 percent of the linear distance parallel to the street shall be occupied by a building façade(s).

Building Placement Requirements, R-MF Zone Exhibit



4. *Density.* The minimum density shall be 12 units per acre, and the maximum density shall be 30 units per acre.

5. *Lot Area Requirements.* The area occupied by all structures shall not exceed 70 percent of the lot area.

6. *Useable Yard Area (Open Space) Requirements.* The following minimum useable open space standards are applicable to development within the Residential, Multiple-Family Zone (R-MF Zone):

   a. For multi-family developments of fewer than 20 units, each unit shall have a minimum of 100square feet of usable open space.

   b. For multi-family developments of 20 or more units, each unit shall have a minimum of 200 square feet of usable open space.

   c. The definition of useable open space and the method of computation is provided in Chapter 17.14 (see "Open Space, Useable").

7. *Building Height.* In the Residential, Multiple-Family Zone (R-MF Zone), the maximum height of any building shall not exceed 35 feet.

8. *Floor Area Ratio.* The maximum permitted floor area ratio is 0.35. This standard applies to commercial uses only.

D. *Residential, Multiple-Family Zone, Off street Parking.*

1. Parking shall not be located in the front setback unless the Director makes the following findings:

   a. Buildings comply with the maximum front setback requirement;

   b. The parking area located within the front setback is landscaped along the street with a hedge, trellis, and/or landscaping consistent with Chapter 17.06; and

   c. Requirements in Chapter 17.05 are complied with.

2. Automobile storage space shall be provided as indicated in Chapter 17.05.

E. *Residential, Multiple-Family Zone, Landscaping.* The provisions of Chapter 17.06 of this ordinance shall apply.

F. *Residential, Multiple-Family Zone, Signs.* The provisions of Chapter 17.07 of this ordinance shall apply.

~~G. *Accessory Dwelling Units.* Accessory dwelling units are limited to one per lot with a single-family residence within the Multiple-Family Zone.~~

~~1. *Detached Accessory Dwelling Unit.* Detached accessory dwelling units shall not exceed 50 percent of the floor area of the main unit or 1,200 square feet, whichever is less. The height of the detached accessory dwelling unit shall not exceed the height of the main unit. In addition, the detached accessory dwelling unit must be connected to sewer and shall be provided with individual sewer connections. Detached accessory units shall be detached from the main unit by a minimum distance of ten feet and shall have a minimum distance of 15 feet from the rear property line. Detached accessory dwelling units may be located in an existing structure, without consideration to setbacks. The detached accessory dwelling unit shall be located in such a fashion so that it is concealed from public view and shall have matching colors and materials as the main unit. The main unit must meet current requirements for parking prior to or in conjunction with the detached accessory dwelling unit approval.~~

~~2. *Attached Accessory Dwelling Units.* Attached accessory dwelling units shall not exceed 50 percent of the floor area of the main unit or 1,200 square feet, whichever is less. The height of the attached accessory dwelling unit shall not exceed the height of the main unit. Setbacks shall meet the requirements of the zone unless within an existing structure unless the unit is created from an existing living space in a single-family home. The attached accessory dwelling unit shall be located in such a fashion so that it is concealed from public view (specifically the entrance) and shall have matching colors and materials as the main unit. The main unit must meet current requirements for parking prior to or in conjunction with the attached accessory dwelling unit approval.~~

~~3. *Junior Accessory Dwelling Units.* Junior accessory dwelling units shall not exceed 500 square feet, consist of one bedroom and a limited kitchen, and have access to both interior access to the main unit and an exterior door. Junior accessory dwelling units are not considered a separate dwelling unit. The height of the junior accessory dwelling unit shall not exceed the height of the main unit. Setbacks shall meet the requirements of the zone unless within an existing structure. The junior accessory dwelling unit kitchen may only have a wet bar or efficiency kitchen (a single basin sink with a maximum waste line diameter of 1.5 inches and a cooking facility with appliances that can run on standard 120 volt outlets or natural or propane gas). The kitchen may include a small refrigerator (maximum of six cubic feet), microwave, and small cooktop (maximum of two elements).~~

~~The junior accessory dwelling unit shall be located in such a fashion so that it is concealed from public view so as not to look like a duplex, for example. The entry to the junior accessory dwelling unit shall face the side- or back-yard area. Junior accessory units shall have matching~~

~~colors and materials as the main unit. Main unit must meet current requirements for parking prior to or in conjunction with the junior accessory dwelling unit approval.~~

~~H~~G. *Maximum Block Length.* Block length is limited to 600 feet measured from curb edge to curb edge.

~~I~~H. *Street Trees.* A minimum of one tree shall be located along every 40 feet of street frontage. Street trees shall comply with applicable standards in Section 17.06.110 (Street trees).

~~J~~I. *Supplemental Multiple Family Development Standards.* Additional standards listed in Section 17.03.065.I~~J~~ apply to multiple family developments, including attached single unit developments, in the R-MF Zone.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.03.075 Urban Village Zone (UV Zone).

The Urban Village Zone applies to a specific area situated between Interstate 10 and State Route 60 Freeway corridors. Within this area, a variety of specialized land uses that capitalize on the area's unique location are contemplated. These uses include a regional commercial center, higher density residential development, educational uses, and abundant open space and recreational amenities. The permitted uses and development standards are intended to be conducive to a compact, mixed use, and walkable environment.

A. *Urban Village Zone, Permitted Uses.* The uses permitted under this Zone District are identified in Table 17.03-3 of this Section.

B. *Urban Village Zone, Conditional Uses.* The uses conditionally permitted under this Zone District are identified in Table 17.03-3 of this Section. Such uses require the approval of a conditional use permit.

C. *Urban Village Zone, Development Standards.* The following standards shall apply to the Urban Village Zone (UV Zone):

1. *Lot Area and Dimensions.* Lot sizes for the Urban Village Zone (UV Zone) shall not be less than 10,000 square feet with a minimum average lot depth of 100 feet and a minimum average lot width of 80 feet.

2. *Setbacks and Yards.* The following setback requirements are applicable to the Urban Village Zone (UV Zone):

   a. *Front Yard Setbacks.* No front yard setback is required for commercial uses; five-foot setback for residential development.

   b. *Rear Yard Setbacks.* 10-foot rear yard setback is required.

   c. *Side Yard Setbacks.* No side yard setback is required.

   d. *Freeway Setbacks for Residential Uses.* Residential uses shall have a minimum setback of 500 feet from State Route 60 and Interstate 10.

   e. *Setbacks for Properties Adjoining the R-C Zone.* A minimum setback of 20 feet shall be provided along property lines adjoining the R-C Zone.

3. *Density.* The minimum density shall be 12 units per acre, and the maximum density shall be 24 units per acre; however, no more than 21 acres within the UV Zone shall be developed at a density below 20 units per acre.

4. *Floor Area Requirements.* The maximum permitted floor area ratio is 1.0. The floor area ratio standard applies to non-residential uses only.

5. *Building Height.* In the Urban Village Zone (UV Zone), the maximum height of any building shall not exceed 50 feet.

D. *Urban Village Zone, Off street Parking.* Automobile storage space shall be provided as indicated in Chapter 17.05.

E. *Urban Village Zone, Landscaping.* The provisions of Chapter 17.06 of this ordinance shall apply, except where they conflict with standards allowed in this Zone (e.g., no front yard setback).

F. *Urban Village Zone, Signs.* The provisions of Chapter 17.07 of this ordinance shall apply.

~~G. *Accessory Dwelling Units.* Accessory dwelling units are allowed consistent with the standards applicable to the R-SF Zone and State law.~~

~~H~~G. *Maximum Block Length.* Block length is limited to 400 feet measured from curb edge to curb edge. A block length of up to 600 feet shall only be allowed when a mid-block pedestrian connection is provided, or the Director finds that:

1. The location and configuration of the lot makes a mid-block pedestrian connection infeasible or impractical; and

2. Safe and convenient pedestrian connections are provided throughout the site consistent with applicable pedestrian access requirements in this Code.

~~I~~H. *Culs-de-Sac and Dead-End Streets.* Culs-de-sac and dead-end streets are not allowed unless the Director makes the following findings:

1. Unique physical circumstances exist that prevent a connected a connected street system; and

2. A cul-de-sac or dead-end street is necessary to provide access to lots or buildings in a manner consistent with City standards.

~~J~~I. *Street Trees.* A minimum of one tree shall be located along every 40 feet of street frontage. Street trees shall comply with applicable standards in Section 17.06.110 (Street trees).

~~K~~J. *Supplemental Standards.*

1. *Limitations on Location of Parking.* Above ground parking shall not be located within 40 feet of a street facing property line unless the Director makes the following findings:

   a. The site is small and/or constrained such that underground parking or surface parking located more than 40 feet from the street is not feasible; and

   b. The parking area located within 40 feet of the street is landscaped along the street with a hedge, trellis, and/or landscaping consistent with Chapter 17.06.

2. *Building Transparency/Required Openings.* Exterior walls facing and within 20 feet of a front or street side property line shall include windows, doors, or other openings for at least 50 percent of the building wall area located between two and one-half and seven feet above the level of the sidewalk. Such walls may run in a continuous plane for no more than 30 feet without an opening.

   a. *Design of openings.* Openings fulfilling this requirement shall have transparent glazing and provide views into display areas, sales areas, work areas, lobbies, or similar active spaces, or into window displays that are at least three feet deep.

   b. *Exceptions.* The following are exempt from this requirement:

      1. Residential uses; and

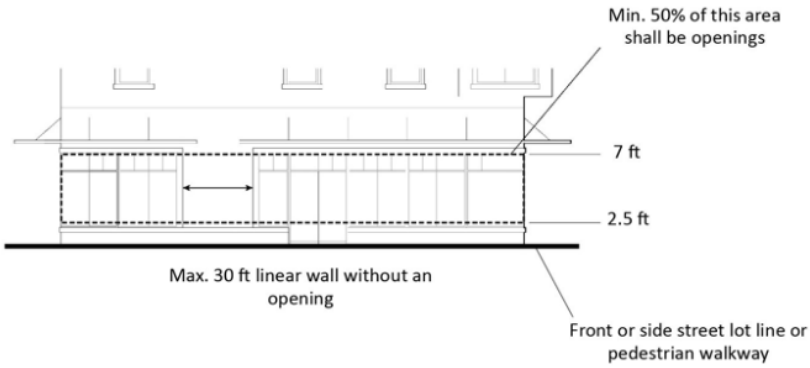
      2. Multi-level garages.

c. *Reductions.* This requirement may be reduced or waived if the Director makes the following findings:

1. The proposed use has unique operational characteristics with which providing the required transparency and openings is incompatible; and

2. Street-facing building walls will exhibit architectural relief and detail and will be enhanced with landscaping to create visual interest at the pedestrian level.

Building Transparency/Required Openings Exhibit



3. *Building Orientation.* Building frontages shall be generally parallel to streets and pedestrian walkways.

4. *Building Entrances.* The primary building entrance shall face a public sidewalk. Buildings located in the interior of a site shall have the primary entrance face a pedestrian walkway that is connected to a public sidewalk.

5. *Wall Plane Modulation.* All street-facing façades shall have at least one horizontal or vertical projection or recess at least two feet in width and depth, for every 50 horizontal feet of wall.

6. *Pedestrian Access.* On-site pedestrian circulation and access shall be provided consistent with the following standards.

   a. *Internal connections.* A system of pedestrian walkways shall connect all buildings on a site to each other, to on-site automobile and bicycle parking areas, and to any on-site open space areas or pedestrian amenities.

   b. *To circulation network.* Regular connections between on-site walkways and the public sidewalk and other planned or existing pedestrian routes or trails shall be provided. An on-site walkway shall connect the primary building entry or entries to a public sidewalk on each street frontage.

   c. *To neighbors.* Direct and convenient access shall be provided to adjoining residential and commercial areas to the maximum extent feasible while still providing for safety and security.

   d. *To transit.* Safe and convenient pedestrian connections shall be provided from transit stops to building entrances.

   e. *Pedestrian walkway design.*

1. Walkways shall be a minimum of six feet wide, shall be hard-surfaced, and paved with permeable materials. Walkway widths may be reduced to three feet wide for small lot development (Section 17.11.030.D).
2. Where a required walkway crosses a driveway, parking area, or loading area, it must be clearly identified using a raised crosswalk, a different paving material, or a similar method.
3. Where a required walkway is parallel and adjacent to an auto travel lane, it shall be raised or separated from the auto travel lane by a raised curb at least four inches high, bollards, or other physical barrier.

7. *Public Open Space Requirement.* Developments with 50,000 square feet or more of non-residential floor area on sites of five acres or larger shall provide open space consistent with the following:

   a. Forty square feet of open space shall be provided for every 1,000 square feet of nonresidential floor area for the first 100,000 square feet of non-residential floor area, plus 20 square feet of open space for every 1,000 square feet of non-residential floor area over 100,000 square feet.

   b. Such open space shall be visible and accessible from a public street, or from on-site areas normally frequented by customers and shall be accessible during business hours. Areas within required setbacks may count towards the open space requirement.

   c. Such open space shall have a minimum dimension of 40 feet.

   d. Amenities shall be included that enhance the comfort, aesthetics, or usability of the space, including trees, landscaping, shade structures, seating (e.g., fixed seating, planter ledges, etc.), lighting, drinking fountains, public art, or performance areas.

   e. The surface of the open space shall allow for convenient outdoor activity, recreation, and/or gathering. Such surface may be plant or hardscape material, or a combination thereof.

L. *Supplemental Multiple Family Development Standards.* Additional standards listed in Section 17.03.065.I~~J~~ apply to multiple family developments, including multiple family residential components of mixed-use developments and attached single unit developments, in the UV Zone.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.03.080 Commercial, Neighborhood Zone (C-N Zone).

The Commercial, Neighborhood Zone (C-N Zone) is intended to permit development that provides for a range of commercial service and retail land uses that are in proximity to residential neighborhoods consistent with the General Plan.

A. *Commercial, Neighborhood Zone, Permitted Uses.* The uses permitted under this Zone District are identified in Table 17.03-3 of this Section.

B. *Commercial, Neighborhood Zone, Conditional Uses.* The uses conditionally permitted under this Zone District are identified in Table 17.03-3 of this Section. Such uses require the approval of a conditional use permit.

C. *Commercial, Neighborhood Zone, Development Standards.* The following standards shall apply to the Commercial, Neighborhood Zone (C-N Zone):

1. *Lot Area and Dimension.* Lots sizes for the Commercial, Neighborhood Zone (C-N Zone) shall not be less than 10,000 square feet with a minimum average lot depth of 100 feet and a minimum average lot width of 100 feet.

2. *Setbacks and Yards.* The following setback requirements are applicable to the Commercial, Neighborhood Zone (C-N Zone)

   a. *Front Yard Setbacks.* The minimum front yard setback is 25 feet. A minimum of 50 feet should be provided if the parking is provided in the front of the business.

   b. *Rear Yard Setbacks.* No setback is required when the parcel is abutting commercial or manufacturing zones. For those parcels that abut residential zones, the minimum rear yard setback is 20 feet plus an additional two feet for every foot where a building exceeds 35 feet in height.

   c. *Side Yard Setbacks.* No setback is required when the parcel is abutting commercial or manufacturing zones. For those parcels that abut residential zones, the minimum side yard setback is 20 feet plus an additional two feet for every foot where a building exceeds 35 feet in height.

   d. *Setbacks for Properties Adjoining the R-C Zone.* A minimum setback of 20 feet shall be provided along property lines adjoining the R-C Zone.

3. *Lot Area Requirements.* The area occupied by all structures shall not exceed 50 percent of the lot area and the maximum permitted floor area ratio is 1.0.

4. *Building Height.* In the Commercial, Neighborhood Zone (C-N Zone), the maximum height of any building shall not exceed 50 feet.

D. *Commercial, Neighborhood Zone, Off street Parking.* Automobile storage space shall be provided as indicated in Chapter 17.05.

E. *Commercial, Neighborhood Zone, Landscaping.* The provisions of Chapter 17.06 of this ordinance shall apply.

F. *Commercial, Neighborhood Zone, Signs.* The provisions of Chapter 17.07 of this ordinance shall apply.

G. *Supplemental Standards.*

1. *Limitations on Location of Parking.* Above ground parking shall not be located within 40 feet of a street facing property line unless the Director makes the following findings:

   a. The site is small and/or constrained such that underground parking or surface parking located more than 40 feet from the street is not feasible; or

   b. The design incorporates habitable space built close to the public sidewalk; and

   c. The parking area located within 40 feet of the street is landscaped along the street with a hedge, trellis, and/or landscaping consistent with Chapter 17.06.

2. *Building Transparency/Required Openings.* Exterior walls facing and within 20 feet of a front or street side property line shall include windows, doors, or other openings for at least 50 percent of the building wall area located between two and one-half and seven feet above the level of the sidewalk. Such walls may run in a continuous plane for no more than 30 feet without an opening.

   a. *Design of openings.* Openings fulfilling this requirement shall have transparent glazing and provide views into display areas, sales areas, work areas, lobbies, or similar active spaces, or into window displays that are at least three feet deep.

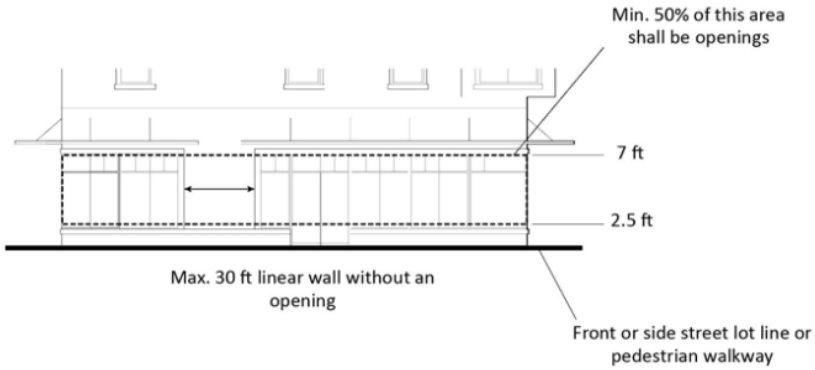
   b. *Exceptions for parking garages.* Multi-level garages are exempt from this requirement.

c. *Reductions.* This requirement may be reduced or waived if the Director makes the following findings:

1. The proposed use has unique operational characteristics with which providing the required transparency and openings is incompatible; and

2. Street-facing building walls will exhibit architectural relief and detail and will be enhanced with landscaping to create visual interest at the pedestrian level.

Building Transparency/Required Openings Exhibit



3. *Building Orientation.* Building frontages shall be generally parallel to streets and pedestrian walkways.

4. *Building Entrances.* The primary building entrance shall face a public sidewalk. Buildings located in the interior of a site shall have the primary entrance face a pedestrian walkway that is connected to a public sidewalk.

5. *Wall Plane Modulation.* All street-facing façades shall have at least one horizontal or vertical projection or recess at least two feet in depth, for every 50 horizontal feet of wall.

6. *Pedestrian Access.* On-site pedestrian circulation and access shall be provided consistent with the following standards.

   a. *Internal connections.* A system of pedestrian walkways shall connect all buildings on a site to each other, to on-site automobile and bicycle parking areas, and to any on-site open space areas or pedestrian amenities.

   b. *To circulation network.* Regular connections between on-site walkways and the public sidewalk and other planned or existing pedestrian routes or trails shall be provided. An on-site walkway shall connect the primary building entry or entries to a public sidewalk on each street frontage.

   c. *To neighbors.* Direct and convenient access shall be provided to adjoining residential and commercial areas to the maximum extent feasible while still providing for safety and security.

   d. *To transit.* Safe and convenient pedestrian connections shall be provided from transit stops to building entrances.

   e. *Pedestrian walkway design.*

1. Walkways shall be a minimum of six feet wide, shall be hard-surfaced, and paved with permeable materials. Walkway widths may be reduced to three feet wide for small lot development (Section 17.11.030.D).
2. Where a required walkway crosses a driveway, parking area, or loading area, it must be clearly identified using a raised crosswalk, a different paving material, or a similar method.
3. Where a required walkway is parallel and adjacent to an auto travel lane, it shall be raised or separated from the auto travel lane by a raised curb at least four inches high, bollards, or other physical barrier.

7. *Public Open Space Requirement.* Developments with 50,000 square feet or more of non-residential floor area on sites of five acres or larger shall provide open space consistent with the following:

   a. Forty square feet of open space shall be provided for every 1,000 square feet of nonresidential floor area for the first 100,000 square feet of non-residential floor area, plus 20 square feet of open space for every 1,000 square feet of non-residential floor area over 100,000 square feet.

   b. Such open space shall be visible and accessible from a public street, or from on-site areas normally frequented by customers and shall be accessible during business hours. Areas within required setbacks may count towards the open space requirement.

   c. Such open space shall have a minimum dimension of 40 feet.

   d. Amenities shall be included that enhance the comfort, aesthetics, or usability of the space, including trees, landscaping, shade structures, seating (e.g., fixed seating, planter ledges, etc.), lighting, drinking fountains, public art, or performance areas.

   e. The surface of the open space shall allow for convenient outdoor activity, recreation, and/or gathering. Such surface may be plant or hardscape material, or a combination thereof.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.03.090 Community Commercial Zone (C-C Zone).

The Community Commercial Zone is intended to preserve, and where applicable promote, commercial shopping centers. This Zone specifically applies to those parcels that may contain more than one business or those properties with large format retailers (e.g., where the floor area of the business exceeds 50,000 square feet).

A. *Community Commercial Zone, Permitted Uses.* The uses permitted under this Zone District are identified in Table 17.03-3 of this Section.

B. *Community Commercial Zone, Conditional Uses.* The uses conditionally permitted under this Zone District are identified in Table 17.03-3 of this Section. Such uses require the approval of a conditional use permit.

C. *Community Commercial Zone, Development Standards.* The following standards shall apply to the Community Commercial Zone (C-C Zone):

   1. *Lot Area and Dimension.* Lots sizes for the Community Commercial Zone (C-C Zone) shall not be less than 10,000 square feet with an average lot depth of 100 feet and a minimum average lot depth of 100 feet.

2. *Setbacks and Yards.* The following setback requirements are applicable to the Community Commercial Zone (C-C Zone):

   a. *Front Yard Setbacks.* The minimum front yard setback is 25 feet. There shall be a minimum of 50 feet for the front yard setback if parking is provided in the front of the building.

   b. *Rear Yard Setbacks.* No minimum rear yard setback is required except for those parcels that abut residential zones. For those parcels that abut residential zones, the minimum rear yard setback is 20 feet plus an additional two feet for every foot where a building exceeds 35 feet in height.

   c. *Side Yard Setbacks.* No setback is required when parcel is abutting commercial or manufacturing zones. For those parcels that abut residential zones, the minimum side yard setback is 20 feet plus an additional two feet for every foot where a building exceeds 35 feet in height.

   d. *Setbacks for Properties Adjoining the R-C Zone.* A minimum setback of 20 feet shall be provided along property lines adjoining the R-C Zone.

3. *Lot Area Requirements.* The area occupied by all structures shall not exceed 50 percent of the lot area and the maximum floor area ratio is 0.75.

4. *Building Height.* In the Community Commercial Zone (C-C Zone), the maximum height of any building shall not exceed 50 feet.

D. *Community Commercial Zone, Off Street Parking.* Automobile storage space shall be provided as indicated in Chapter 17.05.

E. *Community Commercial Zone, Landscaping.* The provisions of Chapter 17.06 of this ordinance shall apply.

F. *Community Commercial Zone, Signs.* The provisions of Chapter 17.07 of this ordinance shall apply.

G. *Supplemental Standards.* Additional standards listed in Section 17.03.080.G apply to developments in the C-C Zone.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.03.100 Manufacturing Zone (M Zone).

The Manufacturing Zone is intended to maintain the existing industrial and manufacturing uses and to promote the development of new business parks, light industrial use, research parks, manufacturing uses, warehousing activities, and ancillary and supportive uses.

A. *Manufacturing Zone, Permitted Uses.* The uses permitted under this Zone District are identified in Table 17.03-3 of this Section.

B. *Manufacturing Zone, Conditional Uses.* The uses conditionally permitted under this Zone District are identified in Table 17.03-3 of this Section. Such uses require the approval of a conditional use permit.

C. *Manufacturing Zone, Development Standards.* The following standards shall apply to the Manufacturing Zone (M Zone):

   1. *Lot Area and Dimension.* No minimum or maximum lot area standards are applicable to this Zone. Within those parcels containing structures, the minimum lot area must be 10,000 square feet.

   2. *Setbacks and Yards.* The following setback requirements are applicable to the Manufacturing Zone (M Zone):

a. *Front Yard Setbacks.* The minimum front yard setback is 25 feet. There shall be a minimum of 50 feet for the front yard setback if parking is provided in the front of the building.

b. *Rear Yard Setbacks.* No minimum rear yard setback is required except for those parcels that abut residential zones. For those parcels that abut residential zones, the minimum rear yard setback is 20 feet plus an additional two feet for every foot that exceeds 35 feet.

c. *Side Yard Setbacks.* No setback is required when parcel is abutting commercial or manufacturing zones. For those parcels that abut residential zones, the minimum side yard setback is 20 feet plus an additional two feet for every foot that exceeds 35 feet.

d. *Setbacks for Properties Adjoining the R-C Zone.* A minimum setback of 20 feet shall be provided along property lines adjoining the R-C Zone.

3. *Floor Area Ratio.* The maximum floor area ratio is 0.75.

4. *Building Height.* In the Manufacturing Zone, the maximum height of any primary building shall not exceed 50 feet.

D. *Manufacturing Zone, Off Street Parking.* Automobile storage space shall be provided as indicated in Chapter 17.05.

E. *Manufacturing Zone, Landscaping.* The provisions of Chapter 17.06 of this ordinance shall apply.

F. *Manufacturing Zone, Signs.* The provisions of Chapter 17.07 of this ordinance shall apply.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.03.110 Public Facilities Zone (PF Zone).

The Public Facilities Zone includes a range of public uses and activities that serve the public good and welfare. These include, but are not limited to, schools, civic buildings, fire stations, and is intended to include and recognize the flowing uses: water course and watershed areas, public and private park lands, cemeteries, natural resource lands, wildlife preserves, and publicly owned dedicated scenic and open space areas. This Zone is also intended to provide for permanent open space in specific areas by limiting development in areas where natural hazards are present that might endanger the health, safety, and welfare of residents from possible flood, subsidence, erosion, or seismic activity.

A. *Public Facilities Zone, Permitted Uses.* The uses permitted under this Zone District are identified in Table 17.03-1 of this Section.

B. *Public Facilities Zone, Conditional Uses.* The uses conditionally permitted under this Zone District are identified in Table 17.03-1 of this Section. Such uses require the approval of a conditional use permit.

C. *Public Facilities Zone, Development Standards.* The following standards shall apply to the Public Facilities Zone (P-F Zone):

1. *Lot Area and Dimension.* No minimum or maximum lot area standards are applicable to this Zone. Within those parcels containing structures, the minimum lot area must be 10,000 square feet.

2. *Setbacks and Yards.*

a. All yards and other structural standards other than height shall be specified in connection with, and as a part of, the issuance of a plot plan or conditional use permit for development.

b. *Setbacks for Properties Adjoining the R-C Zone.* A minimum setback of 20 feet shall be provided along property lines adjoining the R-C Zone.

3. *Floor Area Ratio.* The maximum floor area ratio is 1.0.

4. *Building Height.* In the PF Zone the maximum height of any building shall not exceed two stories or 35 feet, whichever is less.

D. *Public Facilities Zone, Off Street Parking.* Automobile storage space shall be provided as indicated in Chapter 17.05.

E. *Public Facilities Zone, Landscaping.* The provisions of Chapter 17.06 of this ordinance shall apply.

F. *Public Facilities Zone, Signs.* The provisions of Chapter 17.07 of this ordinance shall apply.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.03.120 Permitted uses for Base Zone Districts.

The permitted uses for the Base Zone Districts (identified in Section 17.03.040 through 17.03.110) are listed in Table 17.03-3.

Table 17.03-3
Permitted Land Uses For Base Zone Districts[1]

	RC	PF	RR	RSF	RTN	RMF	CN	CC	M	UV
Administrative Professional Services										
Administrative/Professional Offices	N	N	N	P	N	N	P	P	P	P
Advertising Agencies	N	P	N	N	N	N	P	P	C	P
Architectural/Engineering/Design Services	N	P	N	N	N	N	P	P	P	P
Attorney/Legal Services	N	P	N	N	N	N	P	P	C	P
Business Management Services	N	P	N	N	N	N	P	P	C	P
Government Offices	P	P	P	P	P	P	P	P	P	P
Travel Agencies	N	P	N	N	N	N	P	P	C	P
Agricultural Uses										
Animal Keeping (Commercial Use)	N	N	P	C	C	N	C	C	C	C
Animal Keeping (Accessory Use)	N	A	A	A	A	A	C	C	C	C
Animal Rescue Facilities	N	N	P	C	C	N	N	N	C	N
Apiaries	N	N	P	C	C	N	N	N	N	N
Aviaries	N	N	P	N	N	N	N	N	C	N
Catteries	N	N	P	C	C	N	C	C	C	C
Commercial Growing Establishments	N	N	P	N	N	N	N	N	C	N
Community Gardens	N	N	P	P	P	P	P	P	N	P
Dairies	N	N	P	N	N	N	N	N	N	N
Employee/Farmworker Housing (No More Than 36 Beds)	N	N	P	N	N	N	N	N	C	N
Kennels (all Classes)	N	N	P	C	C	N	C	C	C	C
Produce Stands	N	N	P	N	N	N	N	N	P	N
Stables	N	N	P	N	N	N	N	N	N	N

Alcohol Service and Sales										
Bars or Cocktail Lounges[2]	C	N	N	N	N	N	C	C	C[7]	C
Liquor Stores[2, 4]	N	N	N	N	N	N	C	C	N	C
Restaurants with Alcoholic Beverage Sales	C	N	N	N	N	N	C	C	C	C
Automotive Services										
Automobile, Motorcycle, and Marine Craft Sales (New and Used)	N	N	N	N	N	N	C	P	C	C
Automobile Parking or Storage Facilities	N	N	N	N	N	N	C	P	P	C
Automobile Rental Agencies	N	N	N	N	N	N	P	P	P	C
Automobile Repair Facilities	N	N	N	N	N	N	C	P	P	N
Automobile Towing and/or Wrecking Facilities	N	N	N	N	N	N	N	N	C	N
Body and Paint Shops	N	N	N	N	N	N	C	C	C	N
Car Wash	N	N	N	N	N	N	C	C	C	C
Gas/Service Stations	N	N	N	N	N	N	C	C	C	C
Limousine Services	N	N	N	N	N	N	P	P	P	N
Recharging Stations	Allowed (P) in any area designed for the parking or loading of vehicles.									
Tire Repair	N	N	N	N	N	N	N	P	P	N
Tire Store	N	N	N	N	N	N	N	P	P	N
Towing Services with Indoor Vehicle Service	N	N	N	N	N	N	C	C	C	N
Towing Services with Outdoor Vehicle Storage	N	N	N	N	N	N	N	N	C	N
Truck/Trailer Rentals	N	N	N	N	N	N	C	C	P	N
Communications Facilities										
Ham Radio Antennae (Private Use)	N	N	P	P	P	P	P	P	P	P
Radio and Television Broadcasting Studios	N	N	N	N	N	N	N	P	P	P
Recording and Sound Studios	N	N	N	N	N	N	N	P	P	P
Satellite Dishes (Non-Private)	N	N	N	N	N	N	P	P	P	P
Satellite Dishes (Private Use)	N	N	P	P	P	P	N	N	C	P
Wireless Telecommunication Facility—Stealth	C	N	N	N	N	N	C	C	C	C
Daycare Facilities										
Commercial Day Care Facilities	N	N	N	C[5]	C[5]	N	P	P	C	C
Educational Establishments										

Elementary, Junior, and High Schools/Private & Charter	N	P	C	C	C	C	C	C	C	C
Elementary, Junior, and High Schools/Public	N	P	P	P	P	P	C	C	C	C
College or University	N	P	C	C	C	C	C	C	C	C
Tutoring & Testing	N	P	A	A	A	A	C	C	C	C
Vocational and Trade Schools	N	P	C	C	C	C	C	C	C	C
Food and Beverage Sales										
Bakeries	N	N	N	C[5]	C[6]	C[5, 6]	P	P	P	P
Catering Establishments	N	N	N	N	N	N	P	P	P	P
Convenience Markets	N	N	N	C[5]	C[6]	C[5, 6]	P	P	P	P
Grocery Stores/Supermarkets	N	N	N	C[5]	C[6]	C[5, 6]	P	P	N	P
Grocery Store, Alcohol Sales	N	N	N	C[5]	C[6]	C[5, 6]	P	P	N	P
General Merchandise and Trade										
Antique Sales	N	N	N	N	N	N	P	P	A	P
Appliance Sales	N	N	N	N	N	N	P	P	C	P
Art Galleries and Supplies	N	N	N	N	N	N	P	P	N	P
Beauty Supplies	N	N	N	N	N	N	P	P	N	P
Books and Magazines	N	N	N	C[5]	C[6]	C[5, 6]	P	P	N	P
Building Materials	N	N	N	N	N	N	N	P	P	N
Building Materials with outdoor sales/storage	N	N	N	N	N	N	N	C	P	N
Camera and Photographic Supplies	N	N	N	N	N	N	P	P	N	P
Candy Stores	N	N	N	N	N	N	P	P	N	P
Cigar/Cigarette Shops[2]	N	N	N	N	N	N	C	C	N	C
Clothing Stores	N	N	N	N	N	N	P	P	N	P
Department Stores	N	N	N	N	N	N	P	P	N	P
Discount Stores	N	N	N	N	N	N	P	P	N	P
Electronic Equipment Sales	N	N	N	N	N	N	P	P	C	P
Equipment Sales and Rentals	N	N	N	N	N	N	C	C	P	N
Florists	N	N	N	C[5]	C[6]	C[5, 6]	P	P	N	P
Freight Forwarding Services	N	N	N	N	N	N	P	P	P	P
Furniture and Home Furnishings	N	N	N	N	N	N	P	P	N	P
Garden Supply	N	N	N	N	N	N	P	P	N	P
Gifts, Crafts, and Novelties	N	N	N	C[5]	C[6]	C[5, 6]	P	P	N	P
Guns and Ammunition	N	N	N	N	N	N	N	C	C	P
Hardware Stores	N	N	N	N	N	N	P	P	N	P
Hobby, Toy and Game Stores	N	N	N	C[5]	C[6]	C[5, 6]	P	P	N	P
Indoor Swap Meets	N	N	N	N	N	N	N	C	C	N

Jewelry Sales and Repair	N	N	N	N	N	N	P	P	N	P
Leather Goods	N	N	N	N	N	N	P	P	N	P
Luggage Sales	N	N	N	N	N	N	P	P	N	P
Office Equipment, Furniture, and Supplies	N	N	N	N	N	N	P	P	P	P
Pet Sales and Supplies	N	N	N	N	N	N	P	P	P	P
Records, Tapes, and Videos	N	N	N	C[5]	C[6]	C[5, 6]	P	P	N	P
Retail, Other Specialty	N	N	N	N	N	N	P	P	N	P
Sporting Goods and Equipment	N	N	N	N	N	N	P	P	P	P
Surplus Stores	N	N	N	N	N	N	P	P	C	N
Thrift and Second-Hand Stores	N	N	N	N	N	N	C	C	N	N
Variety Stores	N	N	N	N	N	N	P	P	N	C
Wholesale Establishments	N	N	N	N	N	N	P	P	C	P
Lodging										
Bed and Breakfast Facilities	C	N	C	C	C	C	P	P	N	P
Emergency Shelters	N	N	N	N	N	N		P		N
Hotels and Motels	C	N	N	N	N	N	P	P	C	P
Low Barrier Navigation Centers	N	N	N	N	N	N	N	N	N	P
Residence Inns	C	N	N	N	N	N	P	P	N	P
Single-Room Occupant (SRO) Facilities	N	N	N	N	N	N	C	C	N	N
Supportive Housing	N	N	P	P	P	P	C	C	N	P
Trailer Parks and Campsites	C	N	N	N	N	C	N	N	N	N
Transitional Housing	N	N	~~N~~ P	~~N~~ P	~~C~~ P	~~C~~ P	C	C	N	~~N~~ P
Manufacturing and Industrial										
Apparel/Textile Products	N	N	N	N	N	N	N	N	P	N
Assembly Plants	N	N	N	N	N	N	N	N	P	N
Bottling Plants	N	N	N	N	N	N	N	N	P	N
Bulk Postal Service Facilities	N	N	N	N	N	N	N	N	P	N
Chemicals	N	N	N	N	N	N	N	N	P	N
Contract Construction Services	N	N	N	N	N	N	N	N	P	N
Contractor or Building Materials Storage	N	N	N	N	N	N	N	N	P	N
Data Services	N	N	N	N	N	N	N	N	P	N
Exterminating Services	N	N	N	N	N	N	C	C	P	N
Feed and Fuel Yards	N	N	N	N	N	N	N	N	P	N
Food and Kindred Products	N	N	N	N	N	N	N	N	P	N
Furniture	N	N	N	N	N	N	N	N	P	N
Lumber/Wood Products	N	N	N	N	N	N	N	N	P	N

Mini-Storage, Mini-Warehouse, Self-Storage or Public-Storage	N	N	N	N	N	N	N	N	P	N
Metal Salvage Yards	N	N	N	N	N	N	N	N	P	N
Paper Products	N	N	N	N	N	N	N	N	P	N
Petroleum-Related Materials	N	N	N	N	N	N	N	N	C	N
Primary Metal Industries (Electroplating)	N	N	N	N	N	N	N	N	C	N
Printing/Publishing	N	N	N	N	N	N	N	N	P	N
Professional/Scientific/Electronic Products	N	N	N	N	N	N	N	N	P	N
Research Services and Laboratories	N	N	N	N	N	N	N	N	P	N
Retail Sales of Products Manufactured or Stored On-Site	N	N	N	N	N	N	N	N	P	N
Sandblasting and Beadblasting	N	N	N	N	N	N	C, A	C, A	C	N
Taxidermy	N	N	N	N	N	N	N	N	C	N
Medical/Health Care										
Ambulance Services	N	N	N	N	N	N	P	P	P	N
Animal Hospitals/Veterinaries	N	N	N	N	N	N	P	P	P	P
Clinics	N	N	N	N	N	N	P	P	C	P
Convalescent Homes	N	N	C	C	C	C	P	P	N	C
Chemical Dependency Clinics	N	N	N	N	N	C	C	N	N	C
Hospitals	N	N	N	N	N	N	P	P	N	C
Medical/Dental Offices	N	N	N	N	N	N	P	P	N	P
Pharmacies	N	N	N	N	N	N	P	P	N	P
Pharmacies, with drive-through	N	N	N	N	N	N	C	C	N	P
Personal Services										
Banking, Credit Unions, Financial Services	N	N	N	N	N	N	P	P	N	P
Barbers and Beauty Parlors	N	N	N	C[5]	C[6]	C[5, 6]	P	P	N	P
Cemeteries	N	C	C	C	C	C	C	C	C	N
Check Cashing Services	N	N	N	N	N	N	P	P	N	N
Commercial Pet Grooming Services	N	N	N	N	N	N	P	P	C	P
Dry Cleaners	N	N	N	C[5]	C[6]	C[5, 6]	P	P	N	P
Funeral Parlors, Mortuaries	N	N	N	N	N	N	C	C	C	C
Laundries, Laundromats	N	N	N	C[5]	C[6]	C[5, 6]	P	P	C	P
Locksmith and Key Shops	N	N	N	N	N	N	P	P	P	P
Pawnbrokers	N	N	N	N	N	N	C	C	N	N
Massage Establishment	N	N	N	N	N	N	C	C	N	C

Photocopying and Photo Developing Services	N	N	N	N	N	N	P	P	P	P
Photography Studios	N	N	N	N	N	N	P	P	N	P
Shoe Repair Shops	N	N	N	C[5]	C[6]	C[5, 6]	P	P	C	P
Tailors	N	N	N	C[5]	C[6]	C[5, 6]	P	P	C	P
Tattoo/Body Piercing Services	N	N	N	N	N	N	C	C	N	C
Public and Quasi-Public Uses										
Community Recreation Centers	P	P	P	P	P	P	N	N	N	P
Cultural Facilities		P	P	P	P	P	N	N	N	P
Libraries	P	P	P	P	P	P	C	C	N	P
Museums	P	P	P	P	P	P	C	C	N	P
Parks	P	P	P	P	P	P	P	P	N	P
Public Safety Facilities	N	P	P	P	P	P	P	P	P	P
Senior Citizen Activity Centers	N	P	P	P	P	P	P	P	N	P
Recreation and Entertainment										
Adult-Oriented Businesses	N	N	N	N	N	N	N	N	C	N
Amusement Parks	N	N	C	N	N	N	C	C	C	C
Athletic Fields	N	P	P	P	P	P	N	N	N	P
Batting Cages	N	N	N	N	N	N	C	C	C	P
Billiard and Pool Halls	N	N	N	N	N	N	C	C	N	C
Bowling Alleys	N	N	N	N	N	N	P	P	N	P
Commercial Athletic Facility	N	N	N	N	N	N	C	C	C	C
Dance Studios	N	N	N	N	N	N	P	P	N	P
Golf Driving Ranges	C	N	N	N	N	N	N	C	C	C
Health Clubs and Gymnasiums	N	N	N	N	N	N	C	C	C	C
Miniature Golf Courses	N	N	C	N	N	N	C	C	N	P
Off-Road Mini-Bike and Motorcross Courses	C	N	C	N	N	N	N	C	C	N
Public Auditorium/Auditoriums	N	P	N	N	N	N	P	P	N	P
Shooting Range (Indoor)	N	N	N	N	N	N	N	N	C	N
Skating Rinks	N	N	N	N	N	N	N	C	C	P
Video Arcades	N	N	N	N	N	N	C	C	N	C
Recycling										
Collection Facilities	N	N	N	N	N	N	C	C	C	N
Processing Facilities	N	N	N	N	N	N	C	C	C	N
Religious Institutions										
Churches	N	C	C	C	C	C	P	P	C	P
Monasteries, Convents, or Similar Religious Use	N	C	C	C	C	C	P	P	C	P

Repair Services										
Electrical and Household Appliances Repair	N	N	N	N	N	N	P	P	P	N
Furniture Refinishing	N	N	N	N	N	N	P	P	P	N
Furniture Reupholstering	N	N	N	N	N	N	C	C	P	N
Lawnmower Repair/Sales Shops	N	N	N	N	N	N	P	P	P	N
Machine Shops	N	N	N	N	N	N	C	C	P	N
Welding Shops	N	N	N	N	N	N	C, A	C, A	P	N
Residential Uses										
Accessory Guest Houses	N	N	P	P	P	P	N	N	N	P
Accessory Dwelling Units	See Chapter 17.15.~~N~~ ~~N~~ ~~P~~ ~~P~~ ~~P~~ ~~P~~ ~~N~~ ~~N~~ ~~N~~ ~~P~~									
Boarding or Rooming Houses	N	N	C	C	C	C	N	N	N	P
Caretaker's Unit	N	N	P	N	P	P	P*	N	C	P
Congregate Care Facilities	N	N	N	N	C	C	C	C	N	P
Day Care Centers, Small Family—1 to 8 Children	N	N	P	P	P	P	N	N	N	P
Day Care Centers, Large Family—7 to 14 Children	N	N	P	P	P	P	C	N	N	P
Duplexes	N	N	N	N	P	P	N	N	N	P
Group or Community Care Facilities—6 or fewer persons)	N	N	P	P	P	P	N	N	N	P
Group or Community Care Facilities—7 or more persons)	N	N	C	C	~~C~~ P	~~C~~ P	N	N	N	~~C~~ P
Home Occupation Businesses	N	N	P	P	P	P	N	N	N	P
Mobile Home Parks	N	N	N	N	C	C	N	N	N	N
Mobile Home or Manufactured Housing Units Single Lot	N	N	P	P	P	P	N	N	N	P
Multiple-Family, Apartment & Condominiums	N	N	N	N	P	P	P*	N	N	P
Planned Residential Developments	N	N	P	P	P	P	N	N	N	P

Employee/Farmworker Housing (6 or Fewer Persons)	N	N	P	P	P	P	N	N	N	P
Senior Housing Developments	N	N	P	P	P	P	C	N	N	P
Single-Family Dwellings	N	N	P	P	P	P	N	N	N	P
Restaurant										
Delicatessens	N	N	N	C[5]	C[6]	C[5, 6]	P	P	P	P
Fast-Food Restaurants—Without Drive-Thru[2, 3]	N	N	N	N	N	N	P	P	P	P
Fast-Food Restaurants—With Drive-Thru[2, 3]	N	N	N	N	N	N	C	C	N	P
Sit-Down Restaurants	C	N	N	C[5]	C[6]	C[5, 6]	P	P	C	P
Sit Down Restaurant with live Entertainment	C	N	N	N	N	N	C	C	N	C
Restaurant, serving alcohol	C	N	N	N	N	N	C	C	N	C
Service Organizations										
Philanthropic and Charitable Institutions	N	N	N	N	N	N	P	P	C	P
Service Organizations	N	N	N	N	N	N	P	P	C	P
Temporary Uses										
Street/Craft Fairs and Farmers' Markets—Ongoing	N	N	N	N	N	N	C	C	N	C
Temporary Structures (Subdivision sales Office)	C	N	P	P	P	P	P	P	P	P
Christmas Tree/Pumpkin Lots, and Similar, Not Exceeding 30 Days	C	C	C	N	N	C	P	P	P	P
Outdoor Displays	N	N	N	C[5]	C[6]	C[5, 6]	C	C	C	C
Parking Lot Sales	N	C	N	N	N	N	P	P	P	P
Amusement Enterprises	N	C	N	N	N	N	C	C	C	C
Transportation Facilities										
Bus Passenger Terminals	N	N	N	N	N	N	C	C	C	P
Charter Bus Companies	N	N	N	N	N	N	C	C	C	P
Motor Vehicle Transportation (Taxi/Shuttle)	N	N	N	N	N	N	C	C	C	N
Truck Stops and Terminals, Truck Yard	N	N	N	N	N	N	C	C	C	N
Utilities										
Energy Storage Facility	N	N	N	N	N	N	N	N	P	N
Public Utility/Service Structures	N	P	N	N	N	N	N	N	P	N
Sewage Disposal Facilities/Waste Transfer	N	P	N	N	N	N	N	N	P	N
Utility Company Offices	N	N	N	N	N	N	P	P	P	N

Water Storage, Distribution, and Collection Facilities	N	P	N	N	N	N	N	N	N	N
Wind Energy Conversion Systems	See Section 17.11.140									

N = Not Permitted

P = Permitted

C = Conditionally Permitted

A = Permitted as an Accessory Use

A* = Permitted as an Accessory Use in Assembly Buildings

*Only allowed for properties on Sixth Street

[1] See Section 17.02.070 to determine if a plot plan is required.

[2] These uses shall not be located on any parcel which is located within 1,000 feet of any school providing instruction in 12th grade or below, day care center, or youth center.

[3] New fast food restaurants should not be located within 1,000 feet of another fast food restaurant.

[4] New liquor stores shall not be located within 1,000 feet of another liquor store.

[5] Only allowed for properties on Brookside Avenue, Cougar Way, Oak Valley Parkway, 11th Street, 8th Street, Beaumont Avenue, Pennsylvania Avenue, and Highland Springs Avenue.

[6] Only allowed for properties on streets designated as Arterial Roadways or Connector Streets.

[7] Bars and cocktail lounges are only allowed as a conditionally permitted accessory use in the M Zone, and if the primary business is an alcohol production facility, such as a brewery, winery, or spirits manufacturer.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020; Ord. No. 1137 , § 4(Exh. A), 8-3-2021; Ord. No. 1141 , § 4(Exh. A), 10-5-2021; Ord. No. 1142 , § 4(Exh. A), 10-19-2021)

17.03.130 Overlay Zone (O Zone).

The Overlay Zone refers to specific areas of the City where special development standards are applicable. This section sets forth additional standards for defined areas (i.e., overlay zones) that are applied in addition to standards provided in the base zones. The overlay zone standards are intended to ensure that proposed uses and development result in a desirable character consistent with the General Plan.

A. *Conflicting Requirements.* If there is a conflict between any of the permitted uses or development standards in a base zone or elsewhere in this Zoning Code and an overlay zone, the overlay zone shall control.

B. *Overlay Zones.* The following overlay zones are established:

1. Transit Oriented District Overlay.

2. ~~Reserved~~Higher Density Overlay.

3. Housing Sites Overlay.

C. *Transit Oriented District Overlay.* The Transit Oriented District (TOD) Overlay applies to the area around a future Metrolink transit station. The permitted uses and development standards are intended to be

conducive to a transit-friendly environment, including a mix of residential and commercial uses within a walkable and transit accessible setting.

1. *Transit Oriented District Overlay, Permitted Uses.* The uses permitted under this Overlay are identified in Table 17.03-4.

2. *Transit Oriented District Overlay, Conditional Uses.* The uses conditionally permitted under this Overlay are identified in Table 17.03-4. Such uses require the approval of a conditional use permit.

3. *Transit Oriented District Overlay, Development Standards.* The following standards shall apply to the Transit Oriented District (TOD) Overlay:

   a. *Front Yard Setbacks.* No front yard setback is required.

   b. *Density.* The minimum density shall be 18 units per acre, and the maximum density shall be 30 units per acre.

   c. *Floor Area Ratio.* The maximum permitted floor area ratio is 1.0. This standard applies to non-residential uses only.

4. *Transit Oriented District Overlay, Landscaping.* The provisions of Chapter 17.06 of this ordinance shall apply, except where they conflict with standards allowed in this Overlay (e.g., no front yard setback).

5. *Maximum Block Length.* Block length is limited to 400 feet measured from curb edge to curb edge. A block length of up to 600 feet shall only be allowed when a mid-block pedestrian connection is provided, or the Director finds that:

   a. The location and configuration of the lot makes a mid-block pedestrian connection infeasible or impractical; and

   b. Safe and convenient pedestrian connections are provided throughout the site consistent with applicable pedestrian access requirements in this Code.

6. *Culs-de-Sac and Dead-End Streets.* Culs-de-sac and dead-end streets are not allowed unless the Director makes the following findings:

   a. Unique physical circumstances exist that prevent a connected a connected street system; and

   b. A cul-de-sac or dead-end street is necessary to provide access to lots or buildings in a manner consistent with City standards.

7. *Street Trees.* A minimum of one tree shall be located along every 40 feet of street frontage. Street trees shall comply with applicable standards in Section 17.06.110 (Street trees).

[8.] *Supplemental Multiple Family Development Standards.* Additional standards listed in Section 17.03.065.~~J~~I apply to multiple family developments, including multiple family residential components of mixed-use developments and attached single unit developments, in the TOD Overlay.

D. *Higher Density Overlay.* The Higher Density Overlay applies to properties subject to rezoning as identified in the City's Housing Element and mapped on the City's Zoning Map.

1. *Higher Density Overlay, Density.* The minimum density shall be 20 units per acre, and the maximum density shall be 30 units per acre.

2. *Higher Density Overlay, Use Standards.* The following use standards shall apply within the Higher Density Overlay:

a. Owner-occupied and rental multi-family uses are allowed as permitted uses (by right) regardless of the affordability level of the units.

b. 100 percent residential use is allowed.

c. A minimum of 50 percent of the floor area in mixed-use projects must be occupied by residential use.

E. *Housing Sites Overlay.* The Housing Sites Overlay applies to properties identified in the City's Housing Element as housing sites in zones where no minimum density applies. This Overlay establishes a minimum required residential density of 11 units per acre.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.03.140 Specific Plan Zone (SP Zone).

The Specific Plan zoning designation applies to those areas of the City that have an adopted Specific Plan as well as those areas where a Specific Plan will be required at which time a development concept is proposed. Those Specific Plans that were adopted prior to the adoption of this Zoning Ordinance or the currently adopted General Plan have been incorporated herein by reference. Any future Specific Plan or Specific Plan Amendment must be consistent with the adopted General Plan.

Specific plans and amendments thereto, shall be adopted in accordance with the provisions of this Title and of Section 65450 et seq. of the Government Code, as now written or hereafter amended. All uses established pursuant to an applicable specific plan shall be subject to all of the conditions and restrictions set forth in the specific plan, regardless of the requirement of the underlying zone, including, but not limited to, density and intensity of use, setbacks, heights, area and open space.

A. *Request for Specific Plan.* The owner of real property, or a person authorized by the owner, shall have the right to request that the City consider a specific plan of land use or an amendment to an adopted specific plan for the real property. The right to request consideration of a specific plan does not imply that the plan will be approved. Whenever any State law, the City General Plan, or any ordinance requires the adoption of a specific plan as a condition to the approval of a project, an application for a specific plan shall be made pursuant to this Section.

B. *Environmental Review.* A proposal to adopt or amend a specific plan shall not be considered at a public hearing until all procedures required by the City of Beaumont Rules Implementing the California Environmental Quality Act to hear a matter has been completed.

C. *Applications for Specific Plans.* Applications shall be made to the Community Development Director, on the forms provided by the Planning Department, and shall be accompanied by a filing fee as set forth in the Fee Ordinance. The application shall supply all required information, which may include part or all of the following depending on the nature of the Plan and shall be in the form of a text and accompanying maps, plans, and exhibits.

D. *Content of Specific Plans.* The scope and content of a Specific Plan prepared for the City shall comply with State of California Planning Zoning and Development laws governing their preparation.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.03.150 Permitted uses for Overlay Zone Districts.

The permitted uses for Transit Oriented District Overlay Zones are listed in Table 17.03-4.

Table 17.03-4 ***Permitted Land Uses For Overlay Zone Districts[1]***	
	Transit Oriented District Overlay
Administrative Professional Services	
Administrative/Professional Offices	P
Advertising Agencies	P
Architectural/Engineering/Design Services	P
Attorney/Legal Services	P
Business Management Services	P
Government Offices	P
Travel Agencies	P
Agricultural Uses	
Animal Keeping (Commercial Use)	C
Animal Keeping (Accessory Use)	C
Catteries	C
Community Gardens	P
Kennels (all Classes)	C
Alcohol Service and Sales	
Bars or Cocktail Lounges[2]	C
Liquor Stores[2, 3]	C
Restaurants with Alcoholic Beverage Sales	C
Automotive Services	
Automobile, Motorcycle, and Marine Craft Sales (New and Used)	P
Automobile Parking Facilities	P
Automobile Rental Agencies	P
Automobile Repair Facilities	P
Body and Paint Shops	C
Car Wash	C
Gas/Service Stations	C
Limousine Services	P
Recharging Stations	Allowed (P) in any area designed for the parking or loading of vehicles.
Towing Services—With Indoor Vehicle Service	C
Truck/Trailer Rentals	C
Communications Facilities	
Wireless Telecommunication Facility—Stealth	C
Radio and Television Broadcasting Studios	P
Recording and Sound Studios	P
Satellite Dishes (Non-Private)	P
Satellite Dishes (Private Use)	N
Ham Radio Antennae (Private Use)	P
Daycare Facilities	
Commercial Day Care Facilities	P
Educational Establishments	
Elementary, Junior, and High Schools/Private & Charter	C
Elementary, Junior, and High Schools/Public	C

College or University	C
Tutoring & Testing Facility	C
Vocational and Trade Schools	C
Food and Beverage Sales	
Bakeries	P
Catering Establishments	P
Convenience Markets	P
Grocery Stores/Supermarkets	P
Grocery Store, Alcohol Sales	P
General Merchandise and Trade	
Antique Sales	P
Appliances	P
Art Galleries and Supplies	P
Beauty Supplies	P
Books and Magazines	P
Building Materials	P
Building Materials with outdoor sales/storage	N
Camera and Photographic Supplies	P
Candy Stores	P
Cigar/Cigarette Shops[2]	C
Clothing Stores	P
Department Stores	P
Discount Stores	P
Electronic Equipment	P
Equipment Sales and Rentals (indoor)	C
Florists	P
Freight Forwarding Services	P
Furniture and Home Furnishings	P
Garden Supply	P
Gifts, Crafts, and Novelties	P
Guns and Ammunition	P
Hardware Stores	P
Hobby, Toy and Game Stores	P
Indoor Swap Meets	C
Jewelry Sales and Repair	P
Leather Goods	P
Luggage Sales	P
Office Equipment, Furniture, and Supplies	P
Pet Sales and Supplies	P
Records, Tapes, and Videos	P
Retail, Other Specialty	P
Sporting Goods and Equipment	P
Surplus Stores	P
Thrift and Second-Hand Stores	C
Variety Stores	P
Wholesale Establishments	P
Lodging	

Bed and Breakfast Facilities	P
Emergency Shelters	C
Hotels and Motels	P
Low Barrier Navigation Centers	P
Residence Inns	P
Single-Room Occupant (SRO) Facilities	C
Supportive Housing	P
Transitional Housing	P~~C~~
Manufacturing and Industrial	
Exterminating Services	C
Sandblasting and Beadblasting	C, A
Medical/Health Care	
Ambulance Services	P
Animal Hospitals/Veterinaries	P
Clinics	P
Convalescent Homes	P
Chemical Dependency Clinics	N
Hospitals	P
Medical/Dental Offices	P
Pharmacies	P
Pharmacies, with drive-through	C
Personal Services	
Banking, Credit Unions, Financial Services	P
Barbers and Beauty Parlors	P
Cemeteries	N
Check Cashing Services	P
Commercial Pet Grooming Services	P
Dry Cleaners	P
Funeral Parlors, Mortuaries	C
Laundries, Laundromats	P
Locksmith and Key Shops	P
Pawnbrokers	C
Massage Establishment	C
Photocopying and Photo Developing Services	P
Photography Studios	P
Shoe Repair Shops	P
Tailors	P
Tattoo/Body Piercing Services	C
Public and Quasi-Public Uses	
Community Recreation Centers	N
Cultural Facilities	N
Libraries	C
Museums	C
Parks	P
Public Safety Facilities	P
Senior Citizen Activity Centers	P
Recreation and Entertainment	

Amusement Parks	C
Athletic Fields	N
Batting Cages	C
Billiard and Pool Halls	C
Bowling Alleys	P
Commercial Athletic Facility	C
Dance, Martial Arts, and Fitness Classes (Not open Gym)	P
Golf Driving Ranges	C
Health Clubs and Fitness Gyms	C
Miniature Golf Courses	C
Public Auditorium/Auditoriums	P
Skating Rinks	C
Video Arcades	C
Recycling	
Collection Facilities	C
Processing Facilities	C
Religious Institutions	
Churches	P
Monasteries, Convents, or Similar Religious Quarters	P
Repair Services	
Electrical and Household Appliances Repair	P
Furniture Refinishing	P
Furniture Reupholstering	C
Lawnmower Repair/Sales Shops	P
Machine Shops	C
Welding Shops	C, A
Residential Uses	
Accessory Guest Houses	P
Accessory Dwelling Units	~~P~~ See Chapter 17.15.
Boarding or Rooming Houses	N
Caretaker's Unit	P
Congregate Care Facilities	C
Day Care Centers, Small Family—1 to 8 Children	P
Day Care Centers, Large Family—7 to 14 Children	P
Duplexes	P
Employee/Farmworker Housing (6 or Fewer Persons)	P
Group or Community Care Facilities—6 or fewer persons)	P
Group or Community Care Facilities—7 or more persons)	~~C~~ P
Home Occupation Businesses	P
Mobile Home Parks	N
Mobile Home or Manufactured Housing Units Single Lot	P
Multiple-Family, Apartments & Condominiums	P
Planned Residential Developments	P
Senior Housing Developments	P
Single-Family Dwellings	P
Restaurant	
Delicatessens	P

Fast-Food Restaurants—Without Drive-Thru[2]	P
Fast-Food Restaurants—With Drive-Thru[2]	C
Sit-Down Restaurants	P
Sit-Down Restaurant with Live Entertainment	C
Restaurants that serve alcohol	C
Service Organizations	
Philanthropic and Charitable Institutions	P
Service Organizations	P
Temporary Uses	
Street/Craft Fairs and Farmers' Markets	P
Temporary Structures Such as Subdivision Sales Offices	P
Seasonal Outdoor Sales (<30 days)	P
Outdoor Displays	P
Parking Lot Sales	P
Amusement Enterprises	C
Transportation Facilities	
Bus Passenger Terminals	C
Charter Bus Companies	C
Motor Vehicle Transportation (Taxi/Shuttle)	C
Transit Stations and Facilities	C
Truck Stops and Terminals	C
Utilities	
Public Storage Facilities	C
Utility Company Offices	P
Wind Energy Conversion Systems	See Section 17.11.140

N = Not Permitted

P = Permitted

C = Conditionally Permitted

A = Permitted as an Accessory Use

A* = Permitted as an Accessory Use in Assembly Buildings

[1] See 17.02.070 to determine if a plot plan is required.

[2] These uses shall not be located on any parcel which is located within 1,000 feet of any school providing instruction in 12th grade or below, day care center, or youth center.

[3] New liquor stores shall not be located within 1,000 feet of another liquor store.

[4] New fast food restaurants should not be located within 1,000 feet of another fast food restaurant.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

Chapter 17.05 OFF-STREET PARKING AND LOADING STANDARDS

17.05.010 Purpose and authority.

The purpose of this section is to ensure that all land use and development in the City of Beaumont have sufficient parking in order to prevent or alleviate congestion. Parking and loading areas shall be provided in accordance with this section when a building or structure is constructed, or a new use is established. Additional off-street parking shall be provided in accordance with this section if an existing building is altered, or dwelling units, apartments or guest rooms are added, or a use is intensified by the addition of floor space or seating capacity, or there is a change of use, at the time of such alteration, addition, intensification or change of use. The number of parking spaces and loading berths shall be in proportion to the need for such facilities created by the particular type of use. Off-street parking and loading areas shall be laid out in a manner that will protect the public safety and ensure their usefulness. Provide adequate off-street parking facilities, loading areas, and vehicle movement area associated with a use.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.05.020 Applicability.

The minimum standards of this Chapter 17.05 shall apply to all new construction, expansion, renovation, conversion, and alteration of existing uses or structures in all zone districts. Off-street parking spaces shall be provided at the time of commencement of the use of the land or construction of the building, or at the time of renovation, conversion, alteration, or expansion by adding floor area, dwelling units, rooms, beds, or seats to a structure or to changes in occupancy or the enlargement of a commercial or industrial building.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.05.030 General provisions.

This Section outlines the general requirements for parking in the City of Beaumont. The following parking regulations will be applicable to all development in the City.

A. *Maintenance of Parking Areas.* All covered or uncovered off-street parking and loading facilities required by Chapter 17.05 shall be permanently reserved for parking and loading purposes. All parking facilities, including but not limited to curbs, directional markings, handicapped symbols, landscaping, pavement, signs, striping and wheel stops, etc., shall be permanently maintained by the property owner/tenant in good repair, free of litter and debris, potholes, obstructions and stored material.

B. *Restrictions Regarding Use of Parking Areas.* Required parking spaces and areas shall not be used for the sale or display of goods and services, nor for the sale, display, repair or dismantling of motor vehicles, nor for the storage of inoperable or unlicensed vehicles, unless otherwise permitted by subsection C below.

C. *Truck Parking Prohibited in Residential Zones.* The parking of commercial vehicles weighing 6,000 pounds or more shall be prohibited in all residential zones . This restriction shall apply to both on-street and off-street parking.

D. *Temporary Parking.* Parking areas in any zone may be used for temporary, special events with authorization from the owner or operator of the parking area and the Community Development

Director. The Community Development Director may impose conditions to mitigate any adverse effect on surrounding properties. Provisions outlined in 17.03 (Temporary Use Permits and Special Events) shall govern the procedures and conditions for the application and approval of a temporary use/special event permit.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.05.040 Parking requirements for land uses.

Each land use shall provide the minimum number of off-street parking spaces required by this section, except where a greater number of spaces are required through conditional use permit conditions of approval.

A. *Off-street Parking Requirements.* Off-street parking and loading spaces with adequate ingress and egress must be provided for any new structure and for any new use established; for any addition to or enlargement of an existing structure or use; or for any change in the occupancy of any structure or the manner in which any use is conducted that would result in additional parking or loading spaces to be required. For any addition or any enlargement of an existing structure or use, or for any change of occupancy or manner of operation that would increase the number of parking or loading spaces required, the additional parking or loading shall be required only for such addition, enlargement, or change and not for the entire structure or use. Table 17.05-1 specifies the number of off-street parking spaces required for permitted land uses.

Table 17.05-1 Off Street Parking Requirements			
Land Use	***Parking Required***	***Compact/Truck Parking***	***Downtown Parking***
Residential			
Single-Family Residential Units	2 enclosed spaces/unit (accessory units that are rentals must provide 1 space, of which one shall be enclosed)	Not Applicable	See Parking Required
Attached Single Family and Duplex Units	2 enclosed spaces/unit	Not Applicable	See Parking Required
Multi-Family (efficiency/1-bedroom units)	1.25 spaces per unit (spaces may be uncovered)	Not Applicable	1.1 spaces per unit
Multiple-Family (2 or more bedrooms/unit)	2 spaces per unit (at least 1 space must be covered)	Not Applicable	2 spaces per unit
Motels/Boarding Houses	1 space for each sleeping unit. 1 space per guest room or unit; plus, other spaces as required for auxiliary uses such as banquet facilities, bars, and restaurants	Not Applicable	1.15 spaces per key; plus, 7.67 spaces per 1,000 sf gross floor area of restaurant and banquet space
Lodging – Emergency Shelters	1 space for every 10 beds; plus, 1 space per employee and agency vehicle	Not Applicable	1 space for every 10 beds; plus, 1 space per employee and agency vehicle
Commercial			

Assembly Use	1 space per 4 permanent seats. Where temporary seats are used, 1 space per 20 sf of assembly area.	Compact: Maximum 10% where 20+ spaces are provided.	0.75 to 0.90 spaces per 3 seats [2]
Banks/Financial Institutions	1 space per 200 sf gross floor area	Compact: Maximum 10% where 20+ spaces are provided.	See Parking Required [2]
Bars and Nightclubs	1 space per 75 sf gross floor area; plus 1 space per 2 employees on the largest shift	Compact: Maximum 10% where 20+ spaces are provided.	See Parking Required [2]
Churches and Other Religious Institutions	1 space per 3 fixed seats. Where no fixed seats are provided, 1 per 20 square feet of assembly area.	Compact: Maximum 10% where 20+ spaces are provided.	1 space per 4 fixed seats [2]
Cinema	1 space per 3 seats.	Compact: Maximum 10% where 20+ spaces are provided. Compact: Not permitted.	0.75 to 0.90 spaces per 3 seats [2]
Day Care • Day care center	1 space for every 7 children	Compact: Not permitted.	3.75 spaces per 1,000 sf gross floor area [2]
Gasoline Service Stations	1 space per 200 sf gross floor area; plus 1 space per service, bay; plus, any additional spaces, required for accessory uses such as retail or food service	Compact: Not permitted. Truck: 1 space per vehicle operated from site.	0.75 spaces per 200 sf plus 1 space per bay [2]
Retail Uses	1 space per 200 sf gross floor area	Compact: Maximum 10% where 20+ spaces are provided. Truck: As required for service and delivery vehicles.	0.75 spaces per 200 sf gross floor area
Professional Offices, other than medical	1 space per 200 sf gross floor area	Compact: Maximum 10% where 20+ spaces are provided. Truck: 1 space per vehicle operated from site.	See Parking Required
Medical and Dental Offices	1 space per 250 sf gross floor area	Compact: Maximum 10% where 20+ spaces are provided.	0.9 spaces per 250 sf gross floor area
Restaurants, Fast Food[1]	1 space for every 100 sf of gross floor area, but not less than 10 spaces	Compact: Maximum 10% where 20+ spaces are provided.	See Parking Required
Restaurants, Sit-Down	1 space for every 100 sf of gross floor area, but not less than 10 spaces	Compact: Maximum 25% where 20+ spaces are provided.	See Parking Required

Trade or business school	1 space per 50 sf of gross classroom area		See Parking Required
Manufacturing			
General Manufacturing	1 space per 500 sf gross floor area.	Compact: Maximum 10% where 20+ spaces are provided. Truck: 1 space per vehicle operated from site.	See Parking Required
Office, accessory to manufacturing use	1 space per 250 sf gross floor area of office space.	Compact: Maximum 10% where 20+ spaces are provided.	See Parking Required [2]
Trucking and Truck Terminals	1 space per 1,000 sf gross floor area within any building.	Truck: Per loading requirements.	See Parking Required
Warehousing	1 space per 1,000 sf gross floor area.	Compact: Maximum 10% where 20+ spaces are provided. Truck: 1 space per vehicle operated from site.	See Parking Required

[1] Minimum standard vehicle stacking capacity in a drive-through lane is eight vehicles.

[2] No compact spaces allowed.

Fractional Spaces. All fractional spaces shall be rounded up to the next highest whole number.

Combined Uses. When two or more uses are combined on a given site, the required parking shall be calculated as the combined total required for each individual use. Where two or more uses exist within a single building, parking shall be calculated based on the percentage of floor area devoted to each use.

Compact and Handicap Parking. The calculation of the number of compact and handicap parking spaces to be provided shall be based on the total number of spaces required. Handicapped (accessible) parking shall comply with standards set forth in Chapter 11 of the Uniform Building Code.

B. *Unspecified Land Use.* If a land use is not specifically listed in Table 17.05-1, the Community Development Director shall decide which standard most closely reflects the demand for parking that will be generated by the proposed project. For uses not specifically mentioned, the requirements for off-street parking spaces shall be the same as for similar mentioned uses and the Planning Director shall determine in writing the parking requirements for the proposed project. In the event the determination of the Community Development Director shall be deemed unsatisfactory or unreasonable, the applicant may present the matter to the Planning Commission in writing for posting on the agenda of a regularly scheduled Commission meeting, for determination.

C. *Reduction of Spaces.* No reduction of required parking spaces shall be allowed, except through approval of a variance in accordance with the provisions of this Title 17.05.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.05.050 Access requirements.

Driveways providing ingress and egress to off-street parking spaces shall be designed, constructed and maintained as follows.

A. *General Requirements.* All lots shall have adequate vehicular access from a dedicated and improved street or service road to permit unimpeded movement of goods and people. Visibility on streets and intersections shall not be blocked by signs, trees, hedges, fences, walls, or structures. Directional signs and graphics may be used to promote public safety and convenience.

B. *Driveways.* The following requirements are applicable to driveways:

1. Driveways shall not be located where they would impede traffic on streets or through intersections.
2. Driveways and aisles shall be maintained unobstructed at all times.
3. The minimum driveway width shall be 12 feet per lane for a one-way driveway and 25 feet for a two-way driveway.

C. *Aprons.* Each garage shall have an adequate paved area in front of the garage (apron) for maneuvering. The minimum paved apron width shall be 24 feet.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.05.060 Parking facility standards and dimensions.

Off-street parking areas shall be provided on the subject site, outside of any public right-of-way, in compliance with this section.

A. *Parking Stall Design.* Parking facilities shall be designed to conform to the following minimum guidelines and standards:

1. Parking spaces shall be located on the same lot as the use to which they serve, unless remote parking is permitted by the Community Development Director pursuant to the provisions of Section 17.05.80 (Remote Parking).
2. Access to parking stalls shall not be taken directly from a public or private street or alley.
3. The entrance to a private garage or carport shall be located a minimum of 24 feet from the street which the garage or driveway faces.
4. A 15-foot vertical clearance shall be maintained over all parking areas, driveways, and access points.
5. Driveways serving a parking area with 20 or more spaces shall be designed with either one-way circulation or a double driveway system.
6. No parking area shall be designed so that vehicles back into a street, except for single-family dwelling units.
7. No parking space shall be located within 20 feet of the access driveway, except within the R-SF zone.
8. All carpooling parking spaces and bicycle racks shall be located near the main entrance of the facility they are intended to serve.

B. *Parking Space Dimensions.* Table 17.05-2 identifies the minimum required dimensions for parking stalls and aisles for standard, compact, and truck parking spaces. No more than a six-inch vehicle overhang into a landscaped area is permitted only when curb stops are not provided.

Table 17.05-2
Parking Space Dimensions

Type of Parking	*Angle*	*Stall Depth (Y)*	*Drive Aisle Width*	*Stall Width (X)*	*Section Width*
Standard Parking Spaces	0°	9 feet	10 feet	24 feet	28 feet
	45°	19 feet[(a)]	14 feet	12 feet 9 inches	52 feet[(b)]
	90°	19 feet	26 feet	9 feet	64 feet
Compact Parking Spaces	0°	9 feet	10 feet	20 feet	25 feet
	45°	16 feet	14 feet	8 feet	43 feet
	90°	16 feet	26 feet	8 feet	64 feet
Truck Parking Spaces	0°	12 feet	24 feet	50 feet	52 feet
	45°	44 feet	32 feet	17 feet	120 feet
	50°	50 feet	46 feet	14 feet	145 feet
	90°	50 feet	60 feet	12 feet	160 feet

Notes:

[(a)] 15'-10" for overlapped or herringbone layout.

[(b)] 45'-9" for overlapped or herringbone layout.

C. *Emergency Access.* Dedicated fire lanes to serve as access for fire vehicles and emergency apparatus from a public street shall be provided as set forth below and shall be posted as a fire lane:

1. If any structure is 50 feet from a right-of-way and more than 30 feet high; or
2. If any structure is 150 feet from a right-of-way and 30 feet high or less; or
3. If the structure or use is commonly associated with a fire or explosion hazard; or
4. If the structure or use attracts a large congregation of people, as determined by the Fire Department.
5. Fire lanes must be at least 25 feet wide. An alley can serve as a fire lane if it meets the requirements. Likewise, an appropriately designed buffer strip unobstructed by landscaping or structures, can serve as a fire lane.
6. Projects with other characteristics, such as distance from the nearest fire hydrant, site design, etc., which inhibit fire control may require provision of a fire lane at the discretion of the Planning Director.
7. Alternative means of fire control may be provided, subject to the approval of the Fire Department.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.05.070 Parking required improvements.

Off-street parking areas shall be improved in compliance with this section.

A. *Covering Materials.* All parking spaces, maneuvering areas, turnarounds, and driveways shall be paved with asphaltic concrete or Portland cement in accordance with standards set by the City Engineer/Director of Public Works.

B. *Parking Stall Designations.* All parking spaces except those in garages or carports shall be marked with paint or other distinguishable material. Compact and handicap parking spaces shall be identified to preclude use by other vehicles.

C. *Directional Signage.* Directional signs shall mark one-way entrances and aisles and shall be visible to drivers of vehicles using the facility.

D. *Wheel Stops.* Bumper guards and wheel stops shall be provided as needed to protect buildings, structures, landscaping, and other vehicles.

E. *Parking Area Lighting.* The lighting of parking areas shall be designed in accordance with the standards for light and glare in Section 17.05.080 of this Title.

F. *Buffers.* Parking areas provided for commercial and industrial uses shall be separated from any adjoining residential zone, church, school, or park by a six-foot-high masonry wall.

G. *Headlight Glare.* Where parking for any non-residential use is provided on any area of a lot whereby parking spaces or vehicle maneuvering areas will result in vehicle lights shining onto a public street, a wall or dense planting of shrubs or similar landscape material shall be provided as a buffer between the parking/maneuvering area and the street. The height of the wall or landscaping shall not be lower than three feet.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.05.080 Shared and remote parking.

Certain types of developments or combinations of land use within a specific development may be eligible for a parking reduction if it can be demonstrated that such development may benefit from shared parking. This section indicates the procedures applicable to development applications requesting either shared-parking or remote parking.

A. *Special Study Required for Shared Parking.* Two or more uses may share parking facilities, subject to the approval of the Community Development Director and the provisions of this section. A parking demand analysis for the uses proposed to share parking facilities shall be prepared. The parking demand analysis shall be prepared by a registered traffic engineer or other professional with expertise in the field. When such analysis demonstrates, to the satisfaction of the Director, that the uses have different peak parking requirements, then the parking space requirement may be reduced by the Director. In no event, however, shall the parking requirement be reduced below the highest peak parking requirement of the use demanding the most parking.

B. *Conditions and Requirements for Shared Parking.* The following conditions must apply for shared parking to be permitted.

1. The uses sharing the parking facilities shall be located on the same lot or contiguous lots.

2. A legal agreement shall be signed by all parties sharing parking facilities. Such agreement shall be approved by the City Attorney and Community Development Director, shall be recorded with the County Recorder's Office, and shall continue to be valid upon change of ownership of any property subject to the agreement or any lawfully existing building or structure on said properties.

3. Shared parking arrangements must be authorized by any discretionary permit issued for the use for which the parking is provided. Where no discretionary permit is required, such shared parking arrangements shall meet all other requirements of this Subsection B.

C. *Remote Parking.* The following conditions must apply for remote parking.

1. Remote parking may be permitted for multi-family structures and commercial and industrial uses, provided such parking facilities are located no more than 300 feet from the use they are intended to serve.
2. A covenant for use of the lot for parking shall be required between the owner of the lot supporting the proposed use and the owner of the lot to be used for remote parking. The covenant for remote parking shall be prepared by the City and recorded with the County Recorder of the County. The covenant may not be revoked, modified, or canceled without the consent of the City.
3. Such agreements for remote parking shall be authorized by any required discretionary permit issued for the proposed multi-family structure or commercial or industrial use.
4. Where no other application is involved, a conditional use permit shall be required to authorize remote parking.

D. *Downtown In Lieu Parking Fee.* Upon the City's adoption of an in-lieu parking program, required parking for any development in the Downtown may be reduced or eliminated through the payment of an in-lieu parking fee.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

Chapter 17.10 AFFORDABLE HOUSING INCENTIVES/DENSITY BONUS PROVISIONS

17.10.010 Purpose.

The purpose of this Chapter is to provide incentives for the production of housing for very low income, lower income, moderate income, and senior households in accordance with Government Code Sections 65915—65918 (i.e., State density bonus law). In enacting this Chapter, it is the intent of the City to facilitate the development of affordable housing and to implement the goals, objectives and policies of the Housing Element of the City's General Plan.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.10.020 Definitions.

~~Whenever the following~~All terms ~~are~~ used in this C~~c~~hapter, ~~they~~ shall have the meanings established by ~~this section~~this Development Code or as superseded by State density bonus law.~~:~~

~~A. *Additional Incentive.* A regulatory concession as described in Government Code Section 65915 that may include, but not be limited to, the reduction of site development standards or zoning code requirements, approval of mixed-use zoning in conjunction with the housing development or any other regulatory incentive, which would result in identifiable cost avoidance or reductions, that are offered in addition to a density bonus.~~

~~B. *Affordable Rent.* Monthly housing expenses, including a reasonable allowance for utilities, for rental target units reserved for very low, lower- or moderate-income households, not exceeding the following calculations:~~

~~1. *Very-Low Income.* Unless otherwise provided by law, households at 50 percent of the area median income, adjusted for household size, multiplied by 30 percent and divided by 12;~~

~~2. *Lower Income.* Unless otherwise provided by law, households at 80 percent of the area median income, adjusted for household size, multiplied by 30 percent and divided by 12.~~

~~3. *Moderate Income.* Unless otherwise provided by law, households at 120 percent of the area median income, adjusted for household size, multiplied by 30 percent and divided by 12.~~

~~C. *Affordable Sales Price.* A sales price at which lower or very low-income households can qualify for the purchase of target units, calculated on the basis of underwriting standards of mortgage financing available for the housing development.~~

~~D. *Density Bonus.* A density increase of up to those percentages above the otherwise maximum residential density, specified in this Chapter.~~

~~E. *Density Bonus Housing Agreement.* A legally binding agreement between a developer of a housing development and the City, which ensures that the requirements of this Chapter and State density bonus law are satisfied. The agreement shall establish, among other things, the number of target units, their size, location, terms and conditions of affordability and production schedule.~~

~~F. *Density Bonus Units.* Those residential units granted pursuant to the provisions of this Chapter, that exceed the maximum residential density for the development site.~~

G. *Housing Cost.* The sum of actual or projected monthly payments for all of the following associated with for-sale target units: principal and interest on a mortgage loan, including any loan insurance fees, property taxes and assessments, fire and casualty insurance, property maintenance and repairs, homeowner association fees and a reasonable allowance for utilities.

H. *Housing Development.* Construction projects consisting of five or more residential units or lots, including single-family and multifamily, that are proposed to be constructed pursuant to this chapter.

I. *Lower Income Household.* Household whose income does not exceed the lower income limits applicable to Riverside County, as published and periodically updated by the State Department of Housing and Community Development pursuant to Health and Safety Code Section 50079.5.

J. *Maximum Residential Density.* The maximum number of residential units permitted by the City's General Plan Land Use Element and Development Code, applicable to the subject property at the time an application for the construction of a housing development is deemed complete by the City, excluding the additional units permitted by this Chapter.

K. *Moderate Income Household.* Household whose income does not exceed the moderate-income limits applicable to Riverside County, as published and periodically updated by the State Department of Housing and Community Development pursuant to Health and Safety Code Section 50093.

L. *Non-Restricted Units.* All units within a housing development excluding the target units.

M. *Senior Citizen Housing.* A housing development consistent with the California Fair Employment and Housing Act, that has been 'designed to meet the physical and social needs of senior citizens,' and which otherwise qualifies as 'housing for older persons', as that phrase is used in the Federal Fair Housing Amendments Act of 1988 and its implementing regulations, and as that phrase is used in Civil Code Section 51.3.

N. *Target Unit.* A dwelling unit within a housing development, which will be reserved for sale or rent to, and affordable to, very low-, lower- or moderate- income households.

O. *Very Low Income Household.* Household whose income does not exceed the very low-income limits applicable to Riverside County, as published and periodically updated by the State Department of Housing and Community Development pursuant to Health and Safety Code Section 50105.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.10.030 Implementation.

A. The City shall grant a density bonus and/or additional incentives or concessions, waivers or reductions of development standards, and/or parking ratios as described in State density bonus law to an applicanta qualifying project pursuant to State density bonus law.who agrees to provide the following target units: The provisions of this Chapter shall be administered by the Community Development Department consistent with Chapter 17.02 (Administration and Enforcement).

1. Lower Income Units. Designate at least ten percent of the total units of a housing development, or such other percentage provided by law, as target units affordable to lower income households; or

2. Very Low-Income Units. Designate at least five percent of the total units of a housing development, or such other percentage provided by law, as target units affordable to very low-income households.

3. Moderate Income Condominium or Planned Development Units. Designate at least ten percent of the total units of a condominium project, as defined in Civil Code Section 1351(f), or planned development as defined in Civil Code Section 1351(k), or such other percentage provided by law, as target units affordable to moderate income households.

4. Any senior housing development.

5. Donation of land pursuant to Government Code Section 65915(h).

B. In determining the number of density bonus units to be granted pursuant to this Section, the maximum allowable residential density for the site shall be computed as follows:

1. *Lower Income Household*. The maximum allowable residential density for the site shall be increased by 20 percent provided, however, that for each one percent increase above ten percent in the percentage of units affordable to lower income households, the density bonus shall be increased by 1.5 percent up to a maximum of 35 percent.

2. *Very Low-Income Household*. The maximum allowable residential density for the site shall be increased by 20 percent provided, however, that for each one percent increase above five percent in the percentage of units affordable to very low income households, the density bonus shall be increased by 2.5 percent up to a maximum of 35 percent.

3. *Moderate Income Condominium or Planned Development*. The maximum allowable residential density for the site shall be increased by five percent provided, however, that for each one percent increase above ten percent of the percentage of units affordable to moderate income households, the density bonus shall be increased by one percent up to a maximum of 35 percent.

4. *Senior Housing Development*. The maximum allowable residential density for the site shall be increased by 20 percent.

5. *Certain Donations of Land*. When an applicant for a tentative subdivision map, parcel map, or other residential development approval donates land to the City that satisfies the requirements of Government Code Section 65915(h), and complies with all procedural requirements of that subsection, including recordation of a deed restriction, then the maximum allowable residential density for the site shall be increased by 15 percent provided, however, that for each one percent increase above the minimum percentage of land required to be donated pursuant to Government Code Section 65915(h), the density bonus shall be increased by one percent up to a maximum of 35 percent. This increase shall be in addition to any increase required by Section 17.10.030A of this Chapter, up to a maximum combined density increase of 35 percent if an applicant seeks both the increase required by this subsection and by Section 17.10.030A.

All density calculations resulting in fractional units shall be rounded up to the next whole number. The density bonus shall not be included when determining the percentage of target units. When calculating the required number of target units, any resulting fraction of units shall be deleted.

C. Number of Incentives.

1. One density bonus and one incentive shall be provided to a developer who agrees to construct at least ten percent of the total units for lower income households, five percent of the total units for very low-income households, or ten percent of units in a condominium or planned development for moderate income households. A density bonus and two incentives shall be provided to a developer who agrees to construct at least 20 percent of the total units for lower income households, ten percent of the total units for very low-income households, or 20 percent of units in a condominium or planned development for moderate income households. A density bonus and three incentives shall be provided to a developer who agrees to construct at least 30 percent of the total units for lower income households, 15 percent of the total units for very low-income households, or 30 percent of units in a condominium or planned development for moderate income households. In cases where a density increase of more than the amount specified in Section 17.10.030.B is requested, the density increase, if granted, shall be considered an additional incentive.

2. In cases where the developer agrees to construct a housing development that qualifies for a density bonus pursuant to Section 17.10.030A of this Chapter, that includes a childcare facility as defined in Government Code Section 65915(i)(4), the developer shall be entitled to an additional density bonus that is an amount of square feet of residential space equal to or greater than the amount of square feet in the childcare facility; or an additional incentive described in Section 17.10.040 of this Chapter, that contributes significantly to the economic feasibility of the construction of the childcare facility. Any such childcare facility shall comply with the following:

a. The childcare facility shall remain in operation for a period of time that is as long or longer than the period of time during which the density bonus units are required to remain affordable;

b. Of the children who attend the childcare facility, the children of very low income households, lower income households, or families of moderate income shall equal a percentage that is equal to or greater than the percentage of dwelling units that are required for very low income households, lower income households, or families of moderate income, pursuant to this Chapter.

c. Notwithstanding the foregoing, the City shall not be required to provide a density bonus or incentive for a childcare facility when it is found, based upon substantial evidence, that the City has adequate childcare facilities.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.10.040 Types of bonuses and incentives allowed.

A. *Density Bonus.* The density bonus allowed by this Chapter shall consist of those density increases specified in Section 17.10.030, above the maximum residential density applicable to the site as of the date of the project land use permit application. A single development project shall not be granted more than one density bonus in compliance with this Chapter.

1. The City shall provide a density bonus and an additional incentive for qualified developments, upon the written request of a developer unless the City makes the written findings set forth in Government Code Section 65915(d)(1).

2. The development incentive granted shall contribute significantly to the economic feasibility of providing the target units. Any applicant seeking a waiver or modification of development or zoning standards shall show that such waiver or modification is necessary to make the housing development economically feasible. This requirement may be satisfied by reference to applicable sections of the housing element of the City's General Plan.

AB. *Other Incentives.* *Types of Incentives.* If requested by the applicant, a qualifying project shall be entitled to at least one of the following incentives, unless the City makes the findings required by Government Code Section 65915(d)(1):

1. *Types of Incentives.* The allocation of an additional incentive shall be determined on a case-by-case basis. The additional incentive may include, but is not limited to any of the following:

a. A reduction in site development standards or a modification of the requirements of this Development Code, which exceed the minimum building standards provided in Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code. These may include, but are not limited to, one or more of the following:

i a. Reduced minimum lot sizes and/or dimensions.

ii b. Reduced minimum lot setbacks.

iii c. Reduced minimum outdoor and/or private outdoor open space.

iv~~v~~d. Increased maximum lot coverage.

v~~v~~e. Increased maximum building height.

vi~~v~~f. Reduced on-site parking standards.

vii~~v~~g. Reduced minimum building separation requirements.

viii~~v~~h. Other site or construction conditions applicable to a residential development.

~~b~~2. Mixed use zoning to allow the housing development to include nonresidential uses and/or allow the housing development within a nonresidential zone. Approval of mixed-use activities in conjunction with the housing development if other land uses will reduce the cost of the housing development~~, and the other land uses are compatible with the housing development and the existing or planned development in the area,~~ and is consistent with the General Plan.

~~c~~3. Another regulatory incentive or concession proposed by the applicant and agreed to by the City, that results in identifiable, financially sufficient, and actual cost reductions. Permissible incentives include direct financial aid (e.g., redevelopment set-aside, Community Development Block Grant (CDBG) funding) in the form of a loan or a grant to subsidize or provide low interest financing for on or off-site improvements, land, or construction costs.

~~d~~4. A density bonus of more than ~~35 percent~~that allowed under State density bonus law.

~~e~~5. Waived, reduced or deferred plan check, construction permit and/or development impact fees (e.g., capital facilities, park, traffic, etc.).

B. *Additional Incentives.* The approval of an additional incentive or incentives above that allowed by State density bonus law shall be determined on a case-by-case basis by the City's review authority.

~~2. *Requirements.*~~

~~a. *Economic feasibility.* Any development incentive granted shall contribute to the economic feasibility of providing the target units.~~

~~b. *Waivers or modifications.* An applicant seeking a waiver or modification of development or zoning standards shall show that the waiver or modification is necessary to make the housing development economically feasible assuming a reasonable rate of return (e.g., at a minimum, an application shall include itemized accounting of projected costs and revenues of the development).~~

~~c. *Revenue.* Project revenues shall include moneys from the sale or rental of all units, including the density bonus units.~~

~~d. *Costs.* Projected costs:~~

~~i. Shall not include the 'lost opportunity' cost of the target units (e.g., the amount that would have been generated had the target units been rented or sold at market rate).~~

~~ii. May include items that are required solely because of the inclusion of the density bonus units and would not have been required without the units.~~

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.10.050 Requirements for density bonus projects.

A. The entry into and execution of the density bonus housing agreement shall be a condition of any application ~~for a discretionary planning permit (e.g., tract maps, parcel maps, site plans, planned development, or conditional use permits)~~ for a housing development proposed pursuant to this Chapter (see Section

17.10.080). The agreement shall be recorded at the applicant's cost as a restriction running with the land on the parcel or parcels on which the target units will be constructed. ~~The owner's obligation to maintain units as affordable housing shall be evidenced in the density bonus housing agreement. The agreement shall indicate the household type, number, location, size, and construction scheduling of all affordable units and any other information required by the City to determine the applicant's compliance with this chapter.~~.

B. Target units shall remain restricted and affordable to the designated group for a period of ~~30~~ 55 years (or a longer period of time if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program), or otherwise as provided by law.

~~C. In determining the maximum affordable rent or affordable sales price of target units the following household and unit size assumptions shall be used, unless the housing development is subject to different assumptions imposed by other governmental regulations:~~

~~SRO (residential Hotel) unit~~	~~75% of 1 person~~
~~Studio~~	~~1 person~~
~~1 bedroom~~	~~2 persons~~
~~2 bedrooms~~	~~3 persons~~
~~3 bedrooms~~	~~4 persons~~
~~4 bedrooms~~	~~6 persons~~

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~~D. Those units targeted for lower income households shall be affordable at a rent that does not exceed current Housing and Urban Development (HUD) income limits for lower income households for the county, adjusted for household size.~~

~~E. Those units targeted for very low-income households shall be affordable at a rent that does not exceed current HUD income limits for very low-income households for the county, adjusted for household size.~~

~~F~~C. An applicant shall agree that the initial occupants of the moderate-income units in the condominium project or in the planned development are persons and families of moderate income, as defined in Health and Safety Code Section 50093. Upon resale, the seller of the unit shall retain the value of any improvements, the down payment, and the seller's proportionate share of appreciation. The City shall recapture its proportionate share of appreciation, which shall then be used within three years for any of the purposes described in Health and Safety Code Section 33334.2(e), that promote homeownership. For purposes of this subsection, the City's proportionate share of appreciation shall be equal to the percentage by which the initial sale price to the moderate-income household was less than the fair market value of the home at the time of initial sale.

D~~G~~. The owner shall submit annually, and within 30 days of occupancy of a target rental unit, a certificate of compliance, which shall include the name, address, and income of each tenant occupying the target unit.

E~~H~~. The owner shall maintain and keep on file annual sworn and notarized income statements and current tax returns for all tenants occupying the target rental units.

F~~I~~. The owner shall provide to the City any additional information required by the City to e~~i~~nsure the long-term affordability of the target units by eligible households.

G~~J~~. The City shall have the right to inspect the owner's project-related records at any reasonable time and shall be entitled to audit the owner's records once a year.

~~K~~H. The City may establish fees associated with the setting up and monitoring of target units.

I~~L~~. All for-sale target units shall be occupied by their purchasers; no renting or subleasing shall be permitted.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.10.060 Development standards.

A. Target units shall be constructed concurrently with non-restricted units unless both the City and the applicant agree within the density bonus housing agreement to an alternative schedule for development.

B. Target units shall be built on-site wherever possible and when practical, be dispersed within the housing development. Where feasible, the number of bedrooms of the target units shall be equivalent to the bedroom mix of the non-target units of the housing development, except that the developer may include a higher proportion of target units with more bedrooms. ~~The design and appearance of the target units shall be compatible with the design of the total housing development.~~ All housing developments shall comply with all applicable development standards, except those standards, which may be modified as provided by this C~~c~~hapter. Deviations from these provisions may only be permitted as part of an approved density bonus housing agreement.

C. Circumstances may arise in which the public interest would be served by allowing some or all of the target units associated with one housing development to be produced and operated at an alternative development site. Where the applicant and the City form an agreement, the resulting linked developments shall be considered a single housing development for purposes of this ~~c~~Chapter. Under these circumstances, the applicant shall be subject to the same requirements of this C~~c~~hapter for the target units to be provided on the alternative site.

D. ~~Special parking requirements.~~ Upon request of the developer of a housing development qualifying for a density bonus pursuant to this Chapter, the City shall permit vehicular parking ratios, inclusive of handicapped and guest parking, ~~in accordance with the following standards:~~

~~1. *0—1 bedroom:* One on-site parking space.~~

~~2. *2—3 bedrooms:* Two on-site parking spaces.~~

~~3. *4 or more bedrooms:* Two and one-half parking spaces.~~ consistent with State density bonus law.

~~If the total number of parking spaces required for a housing development is other than a whole number, the number shall be rounded up to the next whole number. For purposes of this subsection, a housing development may provide 'on-site parking' through tandem parking or uncovered parking, but not through on-street parking.~~

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.10.070 Processing of density bonus requests.

An application for a density bonus housing agreement pursuant to this Chapter shall be processed as part of the application for a housing development. ~~An application for a housing development shall not be determined 'complete' for purposes of Government Code Section 65920, et seq., unless and until the City Council has given preliminary approval of the form and content of a density bonus housing agreement, which complies with the provisions of this chapter. The process for obtaining preliminary approval of the density bonus housing agreement, shall be as follows:~~

~~A. *Filing.*~~ An applicant proposing a housing development pursuant to this C~~c~~hapter shall submit an application for a density bonus housing agreement as part of the submittal of any formal request for approval of a housing development. The application, whether a pre-application or a formal application, shall be provided on the City's application form and include a~~:~~

~~1. A~~ brief description of the proposed housing development, including the total number of units, target units, ~~and~~ density bonus units proposed, and any incentives or waivers being requested.~~;~~

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2. The zoning and general plan designations and assessor's parcel number(s) of the project site;

3. A vicinity map and preliminary site plan, drawn to scale, including building footprints, driveways, and parking layout; and

4. If an additional incentive is requested, a description of why the additional incentive is necessary to provide the target units.

B. *Review of Density Bonus Request.*

1. Within 90 days of receipt of the application for a density bonus housing agreement and a housing development, the City shall provide to an applicant a letter, which identifies project issues of concern, and the procedures for compliance with this Chapter.

2. If additional incentives are requested, the Community Development Director shall inform the applicant that the requested additional incentives shall or shall not be recommended for consideration with the proposed housing development, or that alternative or modified additional incentives shall be recommended for consideration in lieu of the requested additional incentives. If the Community Development Director recommends alternative or modified incentives, the recommendation shall establish how the alternative or modified incentives can be expected to have an equivalent affordability effect as the requested incentives.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.10.080 Density bonus housing agreement.

A. A legally binding agreement between a developer of a housing development and the City, which ensures that the requirements of this Chapter and State density bonus law are satisfied, shall be executed. Thise terms of the draft density bonus housing agreement (the "agreement") shall be reviewed and revised as appropriateapproved by the Community Development Director and the City Attorney who shall formulate a recommendation to the Planning Commission for review and the City Councilreview authority for final approval.

B. Following execution of the agreement by the applicant and the City, the completed agreement, or memorandum thereof, shall be recorded. The conditions contained in the agreement shall be filed and recorded on the parcel or parcels designated for the construction of target units as a condition of final map approval, or, where a map is not being processed, prior to issuance of building permits for such parcels or units. The agreement shall be binding upon all future owners and successors in interest for this property, which is the subject of the housing development application.

C. At a minimum, the agreement shall include the following:

1. The total number of units proposed within the housing development, including the number of target units;

2. A description of the household income group to be accommodated by the housing development, and the standards for determining the corresponding affordable rent or affordable sales price and housing cost;

3. The location, unit sizes (square feet), and number of bedrooms of target units;

4. Tenure of use restrictions for target units of at least 30 years;

5. A schedule for completion and occupancy of target units;

6. A description of any additional incentive being provided by the City;

7. A description of remedies for breach of the agreement by either party (the City may identify tenants or qualified purchasers as third-party beneficiaries under the agreement); and

8. Other provisions to ensure implementation and compliance with this Cchapter and State density bonus law.

D. In the case of for-sale housing developments, the agreement shall provide for the following conditions governing the initial sale and use of target units during the applicable use restriction period:

1. Target units shall, upon initial sale, be sold to and occupied by eligible very low, lower income, or, in the case of a condominium or planned development, moderate income households at an affordable sales price and housing cost, or to qualified senior citizen residents (i.e., maintained as senior citizen housing).

2. The initial purchaser of each target unit shall execute an instrument or agreement, approved by the City Attorney, restricting the sale of the target unit in accordance with this Cchapter and State density bonus law during the applicable use restriction period. Such instrument or agreement shall be recorded against the parcel containing the target unit and shall contain provisions as the City may require to ensure continued compliance with this Chapter and the State density bonus law.

E. In the case of rental housing developments, the agreement shall provide for the following conditions governing the use of target units during the use restriction period:

1. The rules and procedures for qualifying tenants, establishing affordable rent, filling vacancies and the proper management and maintenance of target units for qualified tenants;

2. Provisions requiring owners to verify tenant incomes and maintain books and records to demonstrate compliance with this Cchapter; and

3. Provisions requiring owners to submit an annual report to the City, which includes the name, address and income of each person occupying target units, and which identifies the bedroom size and monthly rent or cost of each target unit.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.10.090 Changes in State density bonus laws.

It is the intent of the City Council that the provisions of this Chapter shall be interpreted so as to fulfill the requirements of Government Code Section 65915 et seq., notwithstanding changes in State laws revising percentages, numerical thresholds and/or other standards applicable to the granting of density bonuses or related incentives that may occur after the effective date of this chapter. Accordingly, it is the further intent of the City Council that any such changed percentages, numerical thresholds or other standards shall be deemed to supersede and govern any conflicting percentages, numerical thresholds or other standards contained in this chapter, to the maximum extent permitted by law.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

Chapter 17.11 GENERAL DEVELOPMENT STANDARDS

17.11.010 Purpose and authority.

This Chapter establishes general development standards for all land uses and development in the City.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.11.020 Applicability.

The regulations contained in this Chapter are applicable to all site development in the City of Beaumont.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.11.030 Lots and divisions of land.

Whenever a division of land is proposed, the total number of lots or density permitted shall be determined pursuant to the City of Beaumont General Plan, any applicable adopted specific plan and the Government Code. In any event, no parcel shall be created that is below the minimum size allowed by the zoning classification that has been applied to the parcel of land unless a variance has been granted that allows smaller parcel sizes, a conditional use permit has been granted for a planned residential development that allows smaller lot sizes as a part of an overall development, or a conditional use permit has been granted pursuant to Section 17.11.030.D. Other requirements that are applicable are indicated in this Section.

A. *Recorded Lots.* Any lot shown upon an official subdivision map or record of survey map duly approved and recorded or any lot for which a bonafide deed has been recorded prior to the effective date of Ordinance No. 324 may be used as a building site, provided the required yard setbacks are maintained.

B. *Sale of a Portion of a Lot.* Where a lot is divided into separate ownerships and the area of either portion is such that the number and location of the buildings on the lot are not located within a particular zone, then, in determining the permissible number and location of any buildings on either portion of the lot, both parts shall be considered as one parcel only.

C. *Gated Communities.* The City will review requests for gated communities during the tentative map process and may approve gated communities if the following findings are made:

   1. Gated communities shall include pedestrian and bicycle access, connections, and improvements with access points located no more than 600 feet apart; and

   2. There is a demonstrated need for public safety or security that will be satisfied by the gate; or

   3. There is a demonstrated benefit for private maintenance of infrastructure and facilities located within the gated community.

D. *Small Lot Development.* Residential development located on lots less than the minimum lot size established in the R-TN or R-MF zones may be approved with a conditional use permit subject to the following standards:

   1. Maximum and minimum density shall be consistent with the zone, and as may be modified through a density bonus (Chapter 17.10).

2. The minimum lot size shall be 2,000 square feet.
3. The minimum lot width shall be 25 feet.
4. The minimum lot depth shall be 50 feet.
5. The maximum area of the lot occupied by structures shall be 75 percent.
6. *Setbacks.*
   a. *Side Yard Setbacks.* The side yard setback shall be a minimum of three feet. For attached units, a minimum side yard setback of five feet shall be provided at the end of the row of attached units.
   b. *Rear Yard Setbacks.* Rear yard setbacks shall be a minimum of 10 feet. A minimum rear yard setback of five feet is required for those parcels that have a garage abutting an alley.
   c. *Other Setbacks.* Other setbacks shall be consistent with the zone, and as may be modified through a density bonus (Chapter 17.10).

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.11.040 Site preparation.

This Section indicates the requirements are applicable to the preparation of a site for development.

A. *Property Lines.* Boundary stakes shall be placed on the property by a licensed land surveyor prior to beginning construction for the purpose of delineating property lines.

B. *Site Grading Requirements.* Site grading shall conform to the following:

1. All grading shall conform to the Uniform Building Code, Chapter 70, as may be amended by City Ordinance.
2. The minimum building pad and drainage swale slope shall equal one percent if cut or fill is less than ten feet. The minimum building pad and drainage swale slope shall equal two percent if the cut or fill is greater than ten feet. Drainage swales shall be a minimum of 0.3 feet deep and be constructed a minimum of two feet from the top of cut or fill slopes.
3. The maximum cut and fill slopes are two to one (2:1).
4. A five-foot wide by one-foot high berm must be provided, or its equivalent along the top of all fill slopes over five feet high.
5. All grading shall be done under the supervision of a competent soils engineer who shall certify that all fill has been properly placed and who shall submit a final compaction report for all fills over one feet deep.
6. A Registered Civil Engineer shall submit to the Building and Safety Department, written certification of completion of rough grading in accordance with the approved grading plan prior to issuance of the building permit. This certification shall apply to line; grade, elevation and the location of cut fill slopes.
7. A final compaction report will be required for all fills greater than one foot.
8. All grading shall be done in conformance with recommendations of a preliminary soils investigation.

9. Two sets of the final compaction report shall be submitted to the Building and Safety Department which shall include foundation design recommendations and certification that grading has been done in conformance with the recommendation of the preliminary soils report.
10. The contractor shall notify the Building and Safety Department, at least 24 hours in advance requesting finish lot grade and drainage inspection. This inspection must be approved prior to building permit final inspection for each lot.
11. During rough grading operations and prior to the construction of permanent drainage structures, temporary drainage control shall be provided to prevent the ponding of water of water and the flooding of adjacent properties.
12. No fill shall be placed on existing ground until the ground has been cleared of weeds debris, topsoil, and other deleterious material.
13. If steep sloping terrain occurs upon which fill is to be placed, it must be cleared, keyed, and benched into firm natural soil for full support. Preparation shall be approved by a registered Soils Engineer prior to the placement of fill material.
14. Cut slopes or fill slopes equal to or greater than three in vertical height shall be planted with grass or ground cover to protect the slope from erosion and instability in accordance with policies of the City Engineer prior to the approval of final inspection.
15. Dust shall be controlled by watering or other approved methods.
16. All existing drainage courses on the project site must continue to function, especially during storm conditions. Protective measures and temporary drainage provisions must be used to protect adjoining properties during grading operations.
17. Stability calculations with a factor of at least one and five-tenth shall be submitted by a soils engineer to the Building and Safety Department for cut and cut and fill slopes over 30 feet in vertical height.
18. A Registered Civil Engineer or licensed land surveyor shall submit certification of building pad elevation. Where specific elevations are required; the elevation (with respect to mean sea level) shall be given. If an elevation with respect to adjacent ground surface is required, the actual distance above the adjacent ground shall be given.
19. The design engineer shall provide a minimum of one blue top finished pad, prior to rough grade approval.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.11.050 Off-site improvements.

This section indicates the specific requirements with respect to off-site improvements. Notwithstanding any provision to the contrary in this ordinance, this Section shall not be subject to Section 17.02.100 of this ordinance related to the following of variances.

A. *Requirements for Certain Improvements.* Prior to the issuance of a Building Permit for erecting a new structure, an enlargement or addition in excess of 300 square feet or of more than 25 percent of the original area of an existing residential structure, or movement of structure on any lot abutting a public street, the applicant for such building permit for the owner of such property shall comply with the off-site improvement requirements, where applicable, which include lot surveying, and installation of curbs and gutters and other improvements as outlined in the ordinance.

B. *Provisions Made for Completing Improvements.* No building or structure shall be erected, constructed, enlarged or altered on a lot which abuts a street unless provision is made or has previously been made, for the dedication of the necessary right-of-way for street and highway purposes, and for the improvement of that portion of the street and/or right-of-way upon which the lot fronts and adjoins. The improvement shall include the installation of curb, gutter and pavement and such sidewalk as is required on that side of the centerline of the street and/or right-of-way adjoining said lot. A Certificate of Occupancy shall not be issued for any building or structure subject to the provisions of this ordinance without all improvements and dedications required hereunder being made and completed or the appropriate security filed with the Director of Public Works/City Engineer as required.

C. *Plans and Standards for Improvements.* The owner, developer or applicant for the building permit shall submit plans prepared by a Registered Engineer for said dedication and improvement to the City Engineer for his review and approval. The following requirements also apply:

1. All street improvements required by this Subsection shall be designed in accordance with the standards for such streets as set forth in the official standards as approved by the City Council.

2. All plans to be based on City Benchmark Systems.

D. *Street Dedication and Improvements Required.* This Subsection indicates specific requirements with respect to street dedications and any required improvements.

1. No building shall be erected, enlarged by more than 25 percent or moved to any lot or parcel of lots, which abuts or adjoining a street unless the one-half portion of such street adjoining or abutting the developed area has been dedicated and improved in accordance with the current standards and specifications on file in the Office of the City Engineer.

2. Curb and gutter in front of the lot upon which the building or structure is to be erected shall be provided as required by the City Engineer in compliance with the Standard Specifications of the City.

3. If sidewalks exist on 25 percent or more of the total frontage of the lots in the block on that side of the street adjoining the lot upon which the building or structure is to be erected or constructed, then a sidewalk shall be provided in front of said lot provided that the City Council may waive the provisions for sidewalks in front of single family residences, in manufacturing zones, and in open space zones if appealed by property owner.

4. The City Council may extend the time for of improvements for a period the date of occupancy permit security and development the-construction of one year from with a signed agreement.

E. *Costs of Engineering and Improvements.* The owner, developer or applicant for the building permit shall pay all costs of dedication and improvement, including any cost for the removal or relocation of utilities, including fire hydrants, traffic signals, street lighting, drainage culverts, and of preparation of plans and blueprints.

F. *Completion of Improvements.* Any person required to make street improvements pursuant to the provisions of this Subsection shall make and construct all of said improvements in accordance with said standards and specifications and other requirements of the Director of Public Works/City Engineer, or upon City Council approval, shall file with the City Engineer, a letter of credit, cash, certificate of deposit, or an agreement and note for the obligation secured by a deed of trust on the property, in such amount as the City Engineer shall estimate and determine to be necessary to cover the total costs of all required improvements. The City Engineer may determine the period of time during which the installation of said improvements could be reasonably delayed, provided that, in any event, the installation or construction of said improvements shall not be delayed for a period of more than two years from the date of final inspection of the building without the approval of the City Council. The City Engineer shall cause a written itemized estimate of the costs of all improvements and the amount of

the required security to be given to the owner or applicant required to make the improvements within 30 days after issuance of the building permit.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.11.060 Building permits.

Building permits shall be issued only in accordance with the following conditions:

A. *Access Required.* No building permit shall be issued for a building or structure on a lot that does not have access on a dedicated and improved street or on a private road acceptable to the Planning Director and the City Engineer.

B. *Compliance with Zoning Required.* No building permit shall be issued for a building, structure, or improvement that would be in violation of or contrary to the provisions of this ordinance, other applicable ordinance or law, or lawful condition or regulation of the City of Beaumont. In the event the Director of the Building and Safety Department declines to issue a building permit pursuant to the provisions of this subsection, the applicant may appeal such decision to the Planning Commission that shall review, study and suggest possible alternative proposals that would be in compliance with such ordinances, law, condition or regulation.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.11.070 Dwellings.

This Section indicates the requirements applicable to dwellings.

A. *Transferal of Residential Requirements.* Where a building for dwelling purposes is erected on a lot in a zone other than the zone in which such building for dwelling purposes is first ordinarily or primarily permitted by this ordinance, such lot shall be subject to the same requirements for yards, minimum lot area and percentage of lot coverage as are specified in this ordinance for a lot in the zone in which such building for dwelling purposes is first ordinarily or primarily permitted. This general provision shall prevail over any specific setback stated in nonresidential zones.

B. *Location of Dwellings.* Except in multiple dwelling developments or where otherwise provided in this ordinance, every dwelling shall face or front upon a street or permanent means of access to a street, and in no event shall any dwelling face or front upon an alley.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.11.080 Walls and fences.

This Section indicates the requirements applicable to fences and walls.

A. *Fencing Materials.* Solid fences in multiple family residential, commercial and manufacturing zones shall be masonry or other permanent materials as approved by the Community Development Director. Open work fences facing any public street in commercial zones must be either masonry or metal grill work such as wrought iron. Open work fences in any other situation may, in addition to the above, be open metal mesh, or any other appropriate material as determined by the Community Development Director. Fencing materials for residential development in the single-family residential zones shall be subject to approval by the Community Development Director. Fencing materials shall be compatible with, and complement, conditions which prevail in the subject area, with consistency relative to architectural characteristics, other fencing in the vicinity and materials. Wherever practical and

appropriate, decorative masonry and other materials shall be employed as determined appropriate by the Planning Director. Barbed wire fences may only be permitted in agricultural and manufacturing zones when specifically approved by the Community Development Director.

B. *Prohibited Materials for Fences and Walls.* In no case shall barbed or other similar type wire be used as any part of a fence except where approved by the Community Development Director for use in agricultural or manufacturing zones. Barbed or similar type wire when permitted by the Community Development Director shall not be placed so as to be visible from any facing public street.

C. *Nonconforming Fences.* Every fence erected prior to, the adoption of the ordinance which does not conform with the provisions of the Code of the City of Beaumont, shall be removed, altered or replaced in order to so conform to the Code requirement. Such nonconforming fences shall be abated according to the following schedule provided in Table 17.11-2. The value of fence shall be determined by the building official after consultation with the fence owner and/or a fence installer. Value shall be the book value of the fence, as it existed on the effective date of this ordinance.

D. *Fence and Wall Location and Height.* Fences and walls may be erected on property lines in any zone, with a maximum height of six feet above the ground level immediately abutting the fence at its highest point, with the following exceptions:

1. No fence greater in height than three and one-half feet (42 inches) may be placed in the required front yard, either along the front or side property line;

2. On corner lots, the maximum height shall not exceed three and one-half feet (42 inches) within an area defined on both intersecting street by a 45-degree angle taken through the corner of the building or structure at the point that the structure is closest to the intersection;

3. Within residential zones, fencing in the front yard areas shall be limited to three and one-half feet (42 inches), either along the front or side property line, in the required front yard, or the closest projection of the front of the residences, whichever is greater;

4. In manufacturing zones, fences which do not exceed eight feet in height measured from the ground level immediately abutting the fence at its highest point may be erected at or near property lines; provided that the maximum height of such fences in any yard abutting a public street shall be limited to six feet in height within a five foot setback area from any public street.

Table 17.11-1
Abatement Schedule for Nonconforming Walls and Fences

Value of Wall or Fences	***Period for Removal***
$100.00 or less	90 days
$100.01 to $200.00	6 months
$200.01 to $400.00	1 year
$400.01 to $650.00	2 years
$650.01 to $1,000.00	3 years
$1,000.01 to $1,500.00	4 years
$1,500.01 to $2,500.00	5 years
$2,500.01 to $5,000.00	7 years
$5,000.01 to $7,500.00	8 years
$7,500.01 to $10,000.00	9 years
$10,000.01 or more	10 years

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.11.090 Acquisition and use of public property.

When the Planning Commission pursuant to the provisions of Title 17 of the Government Code, known as the Conservation and Planning Law, approves the acquisition of any square, park or other public ground or open space, by any public entity, it may in its approval designate for what purpose such property may be used and when so approved such property may be used for any use designed pursuant to this section in addition to those uses permitted in the zone in which such property is located.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.11.100 Swimming pool, spa and similar.

This Section indicates the requirements applicable to swimming pools, spas and similar.

A. *Adoption of the California Building Code.* The California Building Code, current Edition, as Published by the International Conference of Building Officials, is hereby adopted and made a part of this chapter by reference.

B. *Requirements.*

1. Private swimming pools and their mechanical equipment for the use of the occupants of the premises and their nonpaying guests shall be located not closer than five feet to any property line or dwelling.

2. All other swimming pools shall be located not nearer than ten feet from any property line or building.

3. Walls. A masonry wall or other sound reducing material as approved by the Planning Director shall be erected on three sides of the mechanical equipment facing neighboring properties to a height of not less than 18 inches taller than the equipment.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.11.110 Home occupations.

The purpose of this Section is to provide for the conduct of home occupations/home-based businesses in residential zones or buildings in such a manner as to be compatible with, and not disruptive to, residential neighborhoods. The use shall be clearly incidental and secondary to the principal use of a residential dwelling as a dwelling.

A. *Uses Permitted.* The following uses or similar uses shall be considered as home-based businesses provided that such uses comply with the criteria stated in this Section:

1. Professional office occupation whose principal product is information, management or design, including but not limited to accounting, architecture, artist/talent management and promotion, brokerage, business/financial management, computer programming and software development, credit/financial counseling, drafting and illustration, engineering, fashion design, interior decoration and design, legal services, marketing and advertising, property management, and writing and editing. The primary means of contact must be by phone, mail, or other electronic form of communication. Professional office activity does not include research requiring the use of hazardous materials and equipment. Professional office activity does not include a medical office.

2. A secondary office for a business in which the principal office, staff and equipment are located elsewhere.

3. The home office of a salesman, wherein all sales are conducted by telephone or by correspondence and wherein there are no displays or related commodities on premises.
4. Any legal use customarily conducted entirely within a residential dwelling.
5. The home office of a service business where not more than one 2,000-pound (one ton) or smaller vehicle used in conjunction with the home-based business is kept on the subject property.
6. Sales of produce (fruit or vegetables) grown on the subject property.
7. Cottage food operations, as defined in California Health and Safety Code Section 113758, shall be a permitted home-based business provided it complies with all applicable provisions of this Section and under the California Health and Safety Code, as it may be amended.

B. *Conditions.* Home-based businesses may be permitted pursuant to the provisions of this Section, subject to the following conditions.

1. Employment shall be limited to residents of the dwelling only.
2. Material or equipment used in connection with such home-based businesses shall be limited to that normally found in a dwelling and recognized as being part of the normal uses and practices in the zone in which the use is a part.
3. There shall be no direct sales of products or merchandise from the dwelling, except for produce (fruit or vegetables) grown on the subject property or otherwise as authorized by this Section.
4. Produce and sales may be permitted subject to sales being limited to three days per week. No structure or stand of a permanent nature shall be erected on the subject property.
5. Customers or clientele shall not be permitted to visit/enter the dwelling in connection with the home-based business. However, incidental uses such as music lessons, tutoring, and the sale of produce may be permitted if the intensity of such use is approved by the Community Development Director.
6. No more than one room of the dwelling shall be used for the home-based business. Use of the garage for the home-based business may be permitted if such use does not obstruct required parking.
7. No alteration of any kind will be allowed to the principal building which changes its residential character. This includes, but is not limited to, the enlargement of public utility services or the installation of special equipment attached to walls, floor or ceilings.
8. The home-based business use shall not generate pedestrian or vehicular traffic beyond that normal/customary to the zone in which it is located.
9. The home-based business shall not involve the use of commercial vehicles for delivery of materials to or from the premises.
10. Materials or supplies shall not be stored indoors or outdoors for purposes other than those permitted in the zone.
11. The home-based business shall not involve the display of signs or advertising devices on the premises except one unlighted sign, not more than two square feet in area, may be posted on temporary produce displays
12. A valid business license from the City shall be obtained each year and shall be posted on any temporary produce displays.

13. The activities of the home-based business shall not be conducted in a manner that negatively impacts the residential area. Such determination of the City may include, but not be limited to, consideration of color of the building, construction, lighting, signs, sounds, noises and vibrations.

14. All operations of such home-based business shall be conducted so as to prevent the emanation of any dust, gas, smoke, noise, fumes, odors, vibrations, or electrical disturbances which are or may be detrimental to the welfare of the occupants of surrounding properties.

15. No accessory building or space outside of the principal building shall be used for the home-based business other than the growing of produce. No outdoor storage, including the storage or parking of vehicles associated with the home-based business, shall be permitted.

16. The following requirements shall also apply to cottage food occupations:

    i. The permit applicant shall be the individual who conducts the cottage food operation from his or her private residential dwelling and is the owner of the cottage food operation. The permit shall not be transferable to another operator nor transferable to another site.

    ii. The cottage food operation shall be registered or permitted as a "Class A" or "Class B" operation by the Riverside County Department of Environmental Health in accordance with Section 114365 of the California Health and Safety Code. Cottage food operations shall comply with all California Health and Safety Code requirements.

    iii. Any applicant for a permit under this Section shall provide to the City, as part of the home-based business application: (1) a copy of the operation's registration or permit to operate as a "Class A" or "Class B" operation, as required under Health and Safety Code Section 114365, and (2) a copy of the self-certification checklist submitted to and approved by the County.

    iv. The permit shall be granted if the application is complete and the cottage food operation complies with the requirements set forth in this Section, and all other code sections regarding spacing and concentration, traffic control, parking, and noise control.

    v. A permit issued under this Section may be revoked for any violation of this Section or of Section 114365 et seq. of the California Health and Safety Code.

    vi. The City may, for inspection purposes, access the permitted area of a private home where a cottage food operation is located if the City has, on the basis of a consumer complaint, reason to suspect that adulterated or otherwise unsafe food has been produced by the cottage food operation, or that the cottage food operation has violated this Section and/or California Health and Safety Code Section 114365 et seq.

    vii. Gross annual sales shall not exceed the amount specified in California Health and Safety Code Section 113758.

17. A home occupation shall be subject to any additional condition or requirement, which may be imposed by the Commission or Council.

C. *Applications.* Applications to have a home-based business shall be made to the Community Development Director, accompanied by the filing fee set forth in the fee schedule, and shall include such information and documentation as may be required to complete a Home Occupation Permit. The applicant shall be the operator of the home-based business and shall be a resident of the dwelling in which the home-based business is located. Information shall be provided to ensure that the proposed home-based business complies with the requirements of this Section. Additional information necessary to make the findings required for approval may be required by the City. The permit may include specific conditions and restrictions necessary to make the use compatible with a residential setting.

D. *Exemptions.* Activities exempt from the home-based business requirements include temporary sales stands with nominal sales such as children's lemonade stands and hostess parties, not more than three in any 12-month period. No structure or stand of a permanent nature shall be erected onsite for these exempt sales.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.11.120 Manufactured homes on foundations.

A. *Conditions.* A manufactured home may be installed on a foundation on any lot in the City of Beaumont, that is zoned to permit the construction of a conventional single-family dwelling, if it meets the following conditions:

1. The manufactured home shall be certified under the national Mobilehome Construction and Safety Standards Act of 1974 (42 U.S.C. Section 5401 et seq.) and shall bear a California insignia or Federal label as required by section 18550 (b) of the Health and Safety Code.

2. The foundation system shall meet the requirements of section 18551 of the Health and Safety Code.

~~3. The manufactured home shall contain a minimum of 1,100 square feet of living area with a minimum width of 20 feet. On all lots less than 60 feet in width the manufactured home shall contain a minimum of 950 square feet of living area with a minimum width of 20 feet. Porches, garages, patios and similar features, whether attached or detached, shall not be included when calculating the floor living area.~~

~~4~~3. The manufactured home shall have a roof overhang of not less than 16 inches with a minimum 12-inch gable overhang, unless it is determined that it is not compatible to the neighborhood in which the manufactured home is being located.

~~5~~4. The manufactured home shall have non-reflecting roofing material and siding material that is compatible with the neighborhood in which the manufactured home is to be located, consistent with standards applied to non-manufactured single-family dwellings.

~~6~~5. A garage shall be provided consistent with the requirements for a non-manufactured single-family dwelling.~~A garage compatible to the neighborhood in which the manufactured home is being installed shall be constructed.~~

~~7~~6. The manufactured home shall be used only as a single-family residential use and shall comply with all the setback and height requirements of the zone in which it is located.

B. *Applications.* Applications to install a manufactured home on a permanent foundation shall be made to the Community Development Director, on the form provided by the Planning Department, accompanied by the filing fee set forth in the fee schedule and shall include such information and documentation as may be required by the Community Development Director, including the following:

1. Name and address of the applicant and all owners of the subject property, including evidence that all owners agree to the application.

2. Location or address, legal description and zoning of the property on which the manufactured home is to be located.

3. A site plan of the entire property showing location of the manufactured home and all accessory buildings, including all dimensions and setbacks.

4. Certification that the manufactured home complies with the National Mobilehome Construction and Safety Standards of 1974.

5. Photographs that show the manufactured home in sufficient detail with regard to siding material, roof overhang and roof materials.

6. Photographs that depict the type of structures, siding and roofing materials and roof overhang of structures in the neighborhood in which the manufactured home is to be located.

C. *Processing of Applications.* Within 14 days following the acceptance of an application as being complete, the Planning Director shall determine whether the request meets all the of the requirements of this ordinance and shall determine the roof overhang, roofing and siding materials and any automobile enclosure necessary to achieve compatibility with the neighborhood. Upon approval of the application, the Community Development Director shall forward the original thereof to the Building Official, file one copy, and return one copy to the applicant, who shall then obtain all necessary installation and construction permits from the Building Department. If the Community Development Director is unable to approve the application, it shall be returned to the applicant along with a statement of the reasons therefore, giving notice that the applicant may meet with the Community Development Director to discuss the matter.

D. *Appeal.* Appeals shall be provided for plot plans in Section 17.02.060 of the Ordinance.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.11.130 Mobilehome parks.

A. *Intent.* It is the intent of this section to provide regulations for the establishment, maintenance and operation of mobilehome parks in the City of Beaumont.

B. *Classification of Mobilehome Parks.*

1. *Pre-Existing Mobilehome Parks.* A pre-existing mobilehome park shall not be deemed nonconforming by reason of failure to meet the minimum requirements prescribed by this section, provided that the regulations of this section shall apply to the enlargement or expansion of a mobilehome park, and provided that the pre-existing mobilehome park on a site less than ten acres shall not be further reduced in area.

2. *Planned Residential Mobilehome Parks.* A Planned Residential Mobilehome park is a site intended for residential use exclusively in mobilehomes together with recreation and necessary facilities (including trailer and boat storage areas). Planned Residential Mobilehome Parks shall be constructed in accordance with the hereinafter listed requirements. In addition, thereto, planned residential mobilehome parks shall be subject to, and shall comply with, such additional conditions and requirements as are determined to be necessary in approving the development to make it compatible with the area in which it is proposed to be located.

3. *Integrated Mobilehome Parks.* An integrated mobilehome park is a site intended for residential use exclusively in mobilehomes not including recreation and accessory facilities. Development standards shall include site development as required in Section 17.03.060 (residential Single-Family Zone) and in Section 17.11.120 (Manufactured Homes on Foundations). In addition, thereto, integrated mobilehome parks shall be subject to, and comply with, such additional conditions and requirements as are determined to be necessary in approving the development to make it compatible with the area in which it is proposed to be located.

C. *Development Approval.* All mobilehome parks shall be developed subject to a conditional use permit as found in Section 17.02.

D. *Development Standards for Planned Residential Mobilehome Parks.*

1. *Site Standards.* The following regulations shall apply to the site of a mobilehome park. Additional regulations may be specified as conditions of a use permit.

   a. *Minimum Gross Area:* Ten acres

   b. *Maximum Density:* Seven units per gross acre.

   c. *Minimum Access Frontage:* 250 feet continuous frontage on a dedicated public street.

   d. *Minimum Park Perimeter Yards:* Five feet adjacent to a public street.

   e. *Maximum Height:* Mobilehomes and accessory structures 35 feet.

2. *Interior Site Development.* The following requirements shall apply to development of mobilehome spaces and to facilities within a mobilehome park. Additional requirements may be specified as conditions of a use permit.

   a. Mobilehome Space. Each space shall contain a minimum of 4,000 square feet for exclusive use by the occupants of the space. Each space shall have dimensions capable of accommodating a rectangle with minimum dimensions of 46 feet by 75 feet, and 75 percent of the spaces shall have a minimum depth of 90 feet.

   b. Mobilehomes shall meet the following minimum lot setbacks: 20 feet front yard. Five feet side yard and ten feet rear yard. The 20-foot front setback may be reduced on interior streets to ten feet if an attached garage is located in front of the mobilehome with at least 65 percent of the front yard landscape with live plant material.

   c. Access Drive. All mobilehome access drives within a mobilehome park shall be privately owned and shall be at least 30 feet wide exclusive of adjoining parking areas and sidewalks. The Mobilehome Park will be developed in a manner that permits adequate circulation to and within the proposed development for emergency and protective services, including police and fire equipment. Main access drives shall have standard class A curbs and gutters. Other interior access drives shall have rolled curbs and gutters.

   d. Sidewalks. Concrete sidewalks at least five feet in width shall be provided to serve all central or common facilities within the mobilehome park. Access drives shall be provided with sidewalks on at least one side.

   e. Accessory Building and Uses. Accessory buildings and uses serving the entire mobilehome park, including recreation facilities, laundry areas, mobilehome park offices, maintenance and storage buildings or storage areas shall be located at least 50 feet from the boundary of the mobilehome park site.

   f. Landscaping. Not less than 20 percent of each mobilehome space shall be landscaped with live plants, including at least one tree on each space.

   g. Community Recreation. A minimum of 500 square feet of community recreation area, (exclusive of any mobilehome space) shall be provided within the mobilehome park for each site. The community recreation areas shall contain a clubhouse and a recreational area for outdoor games and activities such as shuffleboard, horseshoes, putting green, or swimming pool. The community recreation and service areas together with the identification of activities planned for the areas, shall be shown on the plans and specifications in such detail as shall be required by the Planning Director. The location and size of all facilities indicated in this paragraph shall be subject to the approval of the Planning Commission. The clubhouse shall have a floor area of not less than 25 square feet for each residential lot, and shall contain adequate kitchen, restroom and storage facilities. In no event shall the community area for any mobilehome park be less than two acres.

h. Improvements. The following improvements shall be installed on all lots used for residential purposes:

1. A concrete slab or other metal or wood deck containing at least 200 square feet.

2. The area between the ground level and the floor of a mobilehome shall be screened from view by an opaque skirt entirely around the mobilehome.

i. No common area for storage of camp and boat trailers shall be permitted unless it is designated on the map.

j. Not more than one mobilehome for residential purposes shall be permitted on a lot.

k. Whenever the soil is excavated below a mobilehome, a retaining wall shall be installed extending six inches above grade. Plans for the retaining wall shall be approved by the Department of Building and Safety.

l. Electrical and Television Service. All electrical, telephone, C.A.T.V. and similar service wires or cables which provide direct service to the property being developed shall, within the exterior boundary line of such property, be installed underground. Risers on poles and buildings are permitted and shall be provided by the developer or owner onto the pole which provides service to said property. Utility service poles may be placed on the rear of the property to be developed, only for the purpose of terminating underground facilities. The developer or owner is responsible for complying with the requirements of this section and he shall make the installation of such facilities.

m. Exemption. The improvement and setback requirements contained in this subsection may be modified or eliminated when the Commission finds that due to topographical conditions or property ownership patterns these requirements are impractical and will not serve to protect the present or future welfare of the public.

3. *Screening and Landscaping.* Masonry walls six feet high shall be erected along all boundary lines, except that along all street boundaries the wall shall be erected five feet from the right-of-way line. The area between the wall and the street shall be planted in ground cover. Trees or shrubs shall be planted within the ten-foot strip adjacent to the inside of all boundary walls. All trees and shrubs planted shall be of a variety that will grow to a height of not less than 15 feet and shall be planted at intervals so that at maturity the trees or shrubs will provide a screening of the mobilehome park. All plantings shall be maintained in a growing condition.

4. *Improvement Requirements.* On-site improvements shall be constructed and maintained in conformance with mobilehome park improvement standards, approved by the Planning Commission and the City Council. Such standards may include, but shall not be limited to the design, construction and maintenance of the following:

a. Access drives, sidewalks and parking spaces;

b. Walls and fences;

c. Lighting, signs;

d. Curb and gutter, drainage, and sanitary sewer facilities;

e. Electrical and water services;

f. Fire protection facilities.

5. *Signs.* The provisions of Chapter 17.07 of this ordinance shall apply.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.11.140 Wind energy conversion systems.

A. *Intent.* It is the intent of this section to provide regulations for the establishment, maintenance and operation of wind energy conversion systems (WECS) in the City.

B. *Permit Requirements.* Table 17.11-2 identifies the permit requirements for WECS. Additionally, a building permit shall be obtained prior to the installation of a WECS.

Table 17.11-2 Wind Energy Conversion Systems (WECS)				
Location	***Type Allowed***	***Height Allowed***	***Quantity Allowed***	***Permit Required***
Residential Zones	Private, non-commercial[1]	Shall not exceed the maximum allowed height within the applicable zone[2]	1 per lot	Conditional Use Permit
Commercial Zones and All Other Zones Not Listed	Private, non-commercial[1]		1 or more per lot	Conditional Use Permit
Industrial Zone and Public Facility Zone	Private, non-commercial[1]		1 or more per lot	Minor Plot Plan
	Windfarm[3]		2 or more per lot	Conditional Use Permit

[1] A private, non-commercial WECS is installed on a developed property for the purpose of providing energy for on-site consumption. A private, non-commercial WECS is only allowed as an accessory use. ;b1;[2] ;en;;hg;The Commission may allow the height of a WECS to exceed the maximum allowed height if strict compliance to the height limit would result in no or poor productivity, as established by evidence provided by the applicant. The Commission may require larger setbacks if additional height is allowed. ;b1;[3] ;en;;hg;A windfarm is multiple WECS installed at a single property or area for the purpose of generating larger quantities of electrical or mechanical power for transmission to a public or private utility.

C. *Application.* An application for a WECS shall be made consistent with Section 17.02.040 (Application process). All required information identified on the form shall be provided by the applicant, in addition to the following information:

1. Direction of prevailing winds across the project site;
2. Manufacturer and model designation, rated kilowatt capacity, overall machine height, total blade diameter, rated maximum rotor rotations per minute, and other manufacture's data sufficient to determine compliance with this section;
3. Location and type of security fencing and/or screening; and
4. Proof of liability insurance consistent with Subsection 17.11.140.D.10.

D. *General Requirements.*

1. *Development standards.* A WECS shall comply with the development standards for the zone in which it is located unless otherwise specified in this section.
2. *Height measurement.* The height of a WECS shall be measured to the top of the WECS, including any blade when at its highest point.
3. *Setback measurement.* Setbacks shall be measured to the outer edge of a WECS, including any blade when at its maximum horizontal extension.
4. *Setbacks.* A WECS shall maintain the same minimum setbacks required for a primary structure within the applicable zone.
5. *Colors and materials.* A WECS shall have a non-reflective finish and shall be painted or otherwise treated to match or blend with the primary background and minimize visual impacts.
6. *Advertising and graphics.* No advertising, display, or graphic is permitted on any WECS. A manufacturer's identification label and/or any government required identification or safety labels or signs may be affixed to a facility or site in a discrete manner as feasible.
7. *Undergrounding required.* All wiring or any associated and ancillary equipment, batteries, devices, structures, or support(s) for any WECS, shall be placed underground to the maximum extent feasible.
8. *Noise.* WECS shall comply with Chapter 9.02 (Noise Control).
9. *Security and safety.* WECS shall be secured from access to the general public by fencing or other deterring device or means as the City may approve or require so the WECS is not an attractive nuisance. WECS shall either have tower climbing apparatus located not closer than 12 feet to the ground or be un-climbable by design for the first 12 feet.
10. *Proof of liability insurance.* The owner of any WECS shall provide, as part of the permit application submittal, proof of liability insurance that specifically addresses the installation, use, and maintenance of the WECS to the satisfaction of the City.
11. *Effects of development on productivity.* The City shall not be liable if subsequent development in the City impairs the productivity of any WECS.
12. *Inoperative facility removal required.* Any WECS that is not operated for a continuous period of six months shall be considered abandoned. A WECS and all equipment associated with an approved WECS shall be removed within six months of the discontinuance of the use and the site shall be restored to its original pre-construction condition, subject to the approval of the Director.

E. *Private, non-commercial WECS.* A private, non-commercial WECS shall be subject to the following standards.

1. *Location.* A WECS, including associated and ancillary equipment, batteries, devices, structures, or supports, shall be located in the rear portion of the property (i.e., between the primary structure and rear property line). This provision may be modified by the Commission if strict compliance would result in no or poor productivity, as established by evidence provided by the applicant.
2. *Screening.* The WECS shall be separated from adjoining properties by at least a six-foot high solid fence or wall, or by trees and landscaping of equal minimum height approved by the Commission. Approval of screening may include reasonable conditions deemed by the Commission necessary to minimize the visual impacts of a WECS.
3. *Net-metering.* A private, non-commercial WECS may be net-metered with written authorization provided by the utility company. Net-metering is a service to an electric consumer under which electric energy generated by that electric consumer from an eligible on-site generating facility and delivered to the local distribution facilities may be used to offset electric energy provided by the electrical utility to

the electric consumer during the applicable billing period. Net-metering does not allow the sale of power back to the electric company or into the wholesale electricity market.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.11.150 Storage facilities.

A. *Intent.* This section establishes requirements for the storage of goods, materials (except temporary storage of construction materials associated with an active building permit), machines, vehicles, trailers, and other equipment. The purpose of these regulations is to provide adequate and convenient guidelines for self-storage, outdoor storage and display of materials, merchandise, and equipment in the appropriate zones. The intent of these regulations is to minimize visual impacts to adjacent properties and public rights-of-way and to protect public health, safety and welfare due to the over development of these storage intensive facilities and encourage economic development within the City of Beaumont by controlling the number, size, and location of these types of facilities.

B. *Classification of Storage Uses.* The following words and phrases shall, for the purposes of this chapter, have the meanings respectively ascribed to them by this section, as follows:

1. *Outdoor storage use* means establishments that engage primarily in the outdoor storage of goods, materials (except temporary storage of construction materials associated with an active building permit), machines, vehicles, trailers, and other equipment.

2. *Truck yard* or *truck terminal* means a type of outdoor storage use whereby an outdoor lot, lot area, or parcel of land used, is designed and maintained primarily for the purpose of storing, parking, dispatching, or keeping trucks, tractors, construction equipment and associated equipment together with or without facilities necessary to service, dispatch, store or maintain aforementioned vehicles, their cargos and crews. Also applies to a business engaged in the storage and distribution of goods having more than five heavy trucks (having a rating of more than 10,000 pounds and/or an unladen weight of more than 6,000 pounds) on the premises at any one time but excluding trucking accessory to another industrial use on the site.

3. *Automobile parking or storage facility* means a type of outdoor storage use whereby an outdoor lot, lot area, or parcel of land used, is designed and maintained primarily for the purpose of storing, parking, dispatching, or keeping automobiles or recreational vehicles (including RV's, boats, watercraft, off-road vehicles) or other vehicles, together with or without facilities necessary to service, dispatch, store or maintain aforementioned vehicles, their cargos and crews. Also applies to a business establishment providing towing and/or storage of operative or inoperative vehicles. This classification includes the storage of tow-aways, impound yards, and storage lots for buses and recreational vehicles, but does not include vehicle dismantling.

4. *Contractor or building materials storage yard* means establishments which engage primarily in the outdoor storage of goods, materials (except temporary storage of construction materials associated with an active building permit), machines, vehicles, trailers, and other equipment associated with a construction or contractor's business licensed within the City of Beaumont.

5. *Mini-storage, mini-warehouse, self-storage* or *public-storage* means an operation serving the public where customers rent or lease, or self-store and have direct access to, individual storage areas, compartments, or facilities rooms within a larger structure or structures provided for storage use. This use may also include limited caretaker facilities.

6. *Storage uses* means any of the forgoing uses in subsections 1-5.

C. *Applicability.* The requirements of this chapter shall apply to the establishment or modification of storage uses in zoning districts in which the storage use is permitted, pursuant to Beaumont Municipal Code Chapter 17.03. This chapter shall not apply to legally existing storage uses or pending applications as of the effective date of the ordinance codified in this chapter. The continuation of legally established existing storage uses shall be subject to the regulations and guidelines of Chapter 17.08, Non-conforming uses of the Beaumont Municipal Code.

D. *Storage Uses.* The following shall apply to all outdoor, truck yard or truck terminal, automobile parking or storage and contractor or building materials storage yard uses:

1. Storage uses shall not be located adjacent to or across a street or intersection from residentially zoned land, public or private schools, public parks and open space intended for public park and recreational use.

2. Storage uses should be limited to occupying parcels not suitable for valuable commercial or industrial, job producing uses.

a. *Site Design Standards.*

(1) All buildings and structures shall incorporate enhanced architectural treatments on all sides visible from public view. Enhanced architectural treatments include combinations of accent building materials, windows/spandrel glass, reveals, metal eyebrow accents, cornices, etc.

(2) Parking shall be provided for the primary use associated with a storage use in accordance with Chapter 17.05 (Off-Street Parking and Loading Standards) of the Beaumont Municipal Code or an applicable specific plan.

(3) All passenger vehicle parking lots, drive-aisles, and truck parking areas or truck courts, and outdoor storage areas shall be paved with asphalt or concrete; no areas shall remain unfinished and all areas of a developed site shall be finished with a permanent surface or permanent landscaping materials and irrigation.

(4) Sufficient space, including additional overflow areas, shall be provided to accommodate all maneuvering, queuing, stacking, loading, unloading, and parking of vehicles on-site and to avoid queuing, stacking, loading, unloading, and parking of vehicles off-site on adjacent streets.

(5) Signage for directional guidance to vehicles entering and exiting the facility shall be provided on-site.

b. *Screening Standards.*

(1) All stored goods and materials, not including trucks and trailers within truck parking areas and courts, shall be completely screened from public view, by a combination of buildings and/or solid screen walls of either decorative concrete masonry block or decorative concrete tilt-up walls. Decorative masonry block means neutral colored slump stone block, split-face block, or precision block with a stucco, plaster, or cultured stone finish. Decorative concrete tilt-up wall means concrete with a combination of paint and raised patterns, reveals, and/or trim lines.

(2) Screen walls shall not be located within any required front yard or street side yard building or landscape setback area.

(3) All stored goods and materials, not including trucks and trailers within truck parking areas, shall not exceed eight feet in height. Screen walls shall be of adequate height to screen on-site uses but not exceed eight feet in height. Mature landscaping shall be required to effectively screen along street frontages any area where the eight-foot screen wall is

unable to provide complete screening and subject to the requirements of Chapter 17.11.080 Walls and Fences.

(4) Solid walls surrounding storage uses which are either at grade or are above the grade of an adjacent street shall incorporate a berm/slope along the entire length of the wall that ensures that no more than eight feet of the wall is visible from public view.

(5) A combination of fencing and landscaping may be provided in lieu of solid screening walls along the side and rear property lines in areas where the site is not visible to the public. A combination of trees and shrubs shall be provided to ensure adequate screening and subject to the requirements of Chapter 17.06 Landscaping Standards.

(6) Access gates and doors may be constructed of open wrought iron and provide adequate vehicle stacking.

(7) Anti-graffiti coating or equivalent measure to prevent graffiti shall be provided for all solid screen walls.

c. *Security Standards.*

(1) All storage uses shall be secured and incorporate security cameras which maintain recordings to the satisfaction of the Police Chief or their designee.

(2) All outdoor storage uses shall be illuminated entirely every night, from dusk until dawn, in compliance with the Chapter 8.50 Outdoor Lighting of the Beaumont Municipal Code.

d. *Operational Standards for Outdoor, Truck Yard or Truck Terminal, Automobile Parking or Storage and Contractor or Building Materials Storage Yard Uses.*

(1) An operations and truck route plan shall be submitted for review and approval as part of the conditional use permit or plot plan application as required under Chapters 17.02 and 17.03. The plan shall describe the operational characteristics of the proposed use, including but not limited to, hours of operation, number of employees, types of items to be stored at the site, property maintenance and the proposed truck routing to and from the facility to designated truck routes which to the greatest extent feasible avoids passing residential, educational, park and open space intended for public park and recreational use areas. The plan shall also include physical and operational measures for preventing truck queuing, stopping, and parking on public streets.

(2) Storage uses are subject to all applicable fire, health, safety, and building regulations.

(3) Storage is not permitted in required front or street side yard setback areas.

(4) Caretaking units shall be permitted, provided parking is accommodated on-site.

e. *Performance Measures and Standard Conditions of Approval.*

(1) The following measures shall be included as performance measures and standard conditions of approval for all storage uses:

(a) The queuing of trucks on streets or elsewhere outside of facility shall be prohibited. All queuing, stacking, loading, unloading, and parking shall occur exclusively on-site.

(b) The operator of the storage use shall be responsible for implementing and monitoring an operations and truck route plan during all operations, including, but not limited to posting the plan and educating truck drivers on the approved routes.

(c) Facilities shall not store any products, goods, materials, or containers outside of any building on-site, except for trucks and trailers associated with the facility, unless such storage is permitted through the entitlement process in accordance with this chapter.

(d) Drivers shall not sleep or reside within any vehicle on-site overnight or for any other extended duration of time.

(e) Operators shall address any parking, traffic, noise, or safety issues within 48 hours of being notified by the city that an issue exists.

(f) Prior to the issuance of a certificate of occupancy or business license, any new tenant or operator of a storage facility shall: a) submit an operational plan and trip generation analysis prepared by a licensed traffic engineer for review and approval demonstrating the proposed operations and projected traffic associated with the new tenant or operator is the same or less than the projected traffic assumed in the approved entitlements for the facility; and b) sign a statement acknowledging acceptance of all operational conditions of approval associated with the approved entitlements for the facility. If the proposed operations and trip generation represent a significant change in operational characteristics or more than ten percent increase in trip generation beyond what was entitled, a modification to the entitlements shall be required prior to the start of operations.

f. *Exempt Uses.*

(1) The following uses shall be exempt from the provisions and requirements of this chapter:

(a) Vehicle, boat, and recreational vehicle dealerships

(b) Temporary seasonal displays (e.g. Christmas tree lots, pumpkin patch lots, etc.)

(c) Ancillary or outdoor display by indoor retailers approved as an accessory use.

(d) Existing, conforming uses are exempt from these provisions.

E. *Mini-storage, Mini-warehouse, Self-storage or Public-storage.* The following shall apply to mini-storage, mini-warehouse, self-storage or public-storage uses:

1. Mini-storage, mini-warehouse, self-storage or public-storage uses shall be limited to occupying parcels of irregular shape not suitable for valuable commercial or industrial, job producing uses.

a. *Site Design Standards.*

(1) All buildings and structures shall incorporate enhanced architectural treatments on all sides visible from public view. Enhanced architectural treatments include combinations of accent building materials, windows/spandrel glass, reveals, metal eyebrow accents, cornices, etc.

(2) Parking shall be provided for the primary use associated with a storage use in accordance with Chapter 17.05 (Off-Street Parking and Loading Standards) of the Beaumont Municipal Code or an applicable specific plan.

(3) All passenger vehicle parking lots, drive-aisles, and truck parking areas or truck courts, and outdoor storage areas shall be paved with asphalt or concrete; no areas shall remain unfinished and all areas of a developed site shall be finished with a permanent surface or permanent landscaping materials and irrigation.

(4) Sufficient space, including additional overflow areas, shall be provided to accommodate all maneuvering, queuing, stacking, loading, unloading, and parking of vehicles on-site and to

avoid queuing, stacking, loading, unloading, and parking of vehicles off-site on adjacent streets.

(5) Signage for directional guidance to vehicles entering and exiting the facility shall be provided on-site.

b. *Screening Standards for Mini-storage, Mini-warehouse, Self-storage or Public-storage.*

(1) All stored items, not including trucks, trailers or recreational vehicles within truck parking areas and courts, shall be completely screened from public view, by a combination of buildings and/or solid screen walls of either decorative concrete masonry block or decorative concrete tilt-up walls. Decorative masonry block means neutral colored slump stone block, split-face block, or precision block with a stucco, plaster, or cultured stone finish. Decorative concrete tilt-up wall means concrete with a combination of paint and raised patterns, reveals, and/or trim lines.

(2) Screen walls shall not be located within any required front yard or street side yard building or landscape setback area.

(3) All stored items, not including trucks, trailers or recreational vehicles within truck parking areas, shall not exceed the height of the permanent structures or screen walls depending on location of stored items. Screen walls shall be of adequate height to screen on-site uses but not exceed eight feet in height. Mature landscaping shall be required to effectively screen along street frontages any area where the eight-foot screen wall is unable to provide complete screening.

(4) Solid walls surrounding storage uses that either at grade or are above the grade of an adjacent street shall incorporate a berm/slope along the entire length of the wall that ensures that no more than eight feet of the wall is visible from public view.

(5) A combination of fencing and mature landscaping may be provided in lieu of solid screening walls along the side and rear property lines in areas where the site is not visible to the public. A combination of trees and shrubs shall be provided to ensure adequate screening.

(6) Access gates and doors may be constructed of open wrought iron.

(7) Anti-graffiti coating or equivalent measure to prevent graffiti shall be provided for all solid screen walls.

c. *Security Standards.*

(1) All storage buildings and storage areas shall be secured and incorporate security cameras which maintain recordings to the satisfaction of the Police Chief or their designee.

(2) All outdoor storage uses shall be illuminated entirely every night, from dusk until dawn, in compliance with the Chapter 8.50 Outdoor Lighting of the Beaumont Municipal Code.

d. *Operational Standards for Mini-storage, Mini-warehouse, Self-storage or Public-storage Uses.*

(1) A property maintenance plan shall be included as part of the conditional use permit or plot plan application. The program shall provide for the regular maintenance of building structures, landscaping, and paved surfaces in good physical condition and appearance. The methods and maximum intervals for maintenance of each component shall be specified in the program

(2) Storage uses are subject to all applicable fire, health, safety, and building regulations.

(3) Storage is permitted in required side and rear yards. Storage is not permitted in required front or street side yards.

(4) Caretaking units shall be permitted, provided parking is accommodated on-site.

e. *Performance Measures and Standard Conditions of Approval.*

(1) The following measures shall be included as performance measures and standard conditions of approval for all mini-storage, mini-warehouse, self-storage or public-storage uses:

(a) Facilities shall not store any products, goods, materials, or containers outside of any building on-site, except for trucks, trailers or recreational vehicles associated with the facility.

(b) Facilities shall not be used for temporary or permanent residential purposes. No person may sleep or reside within any structure or vehicle on-site overnight or for any other extended duration of time.

(c) Operators shall address any parking, traffic, noise, or safety issues within 48 hours of being notified by the city that an issue exists.

(d) Prior to the issuance of a certificate of occupancy or business license, any new tenant or operator of a storage facility shall: a) sign a statement acknowledging acceptance of all operational conditions of approval associated with the approved entitlements for the facility.

(Ord. No. 1136 , § 4(Exh. A), 7-20-2021)

17.11.160 Energy storage facilities.

A. *Intent.* Energy storage facility regulations are adopted with the intent of advancing and protecting the public health, safety, and welfare of the City of Beaumont by establishing regulations for the installation and use of energy storage systems. The regulation herein are intended to protect the health, welfare, safety, and quality of life for the general public, to ensure compatible land uses in the areas affected by energy storage facilities and to mitigate the impacts of energy storage facilities on the environment.

B. *Classification of Energy Storage Facilities.* The following words and phrases shall, for the purposes of this chapter, have the meanings respectively ascribed to them by this section, as follows:

1. *Battery:* A single cell or a group of cells connected together electrically in series, in parallel, or a combination of both, which can charge, discharge, and store energy electrochemically. For the purposes of this chapter, batteries utilized in consumer products are excluded from these requirements.

2. *Battery energy storage management system:* An electronic system that protects storage batteries from operating outside their safe operating parameters and disconnects electrical power to the energy storage system or places it in a safe condition if potentially hazardous temperatures or other conditions are detected. The system generates an alarm and trouble signal for abnormal conditions

3. *Battery energy storage system:* A system consisting of electrochemical storage batteries, battery chargers, controls, power conditioning systems and associated electrical equipment, assembled together, capable of storing energy in order to supply electrical energy at a future time, not to include a stand-alone 12-volt car battery or an electric motor vehicle.

4. *Cell:* The basic electrochemical unit, characterized by an anode and a cathode, used to receive, store, and deliver electrical energy.

5. *Commissioning:* A systematic process that provides documented confirmation that a battery energy storage system functions according to the intended design criteria and complies with applicable code requirements.

6. *Decommissioning plan:* A plan to retire the physical facilities of the project, including decontamination, dismantlement, rehabilitation, landscaping and monitoring. The plan contains detailed information on the proposed decommissioning and covers the schedule, type and sequence of decommissioning activities; waste management, storage and disposal of the waste from decommissioning; the timeframe for decommissioning and site rehabilitation.

7. *Energy storage system:* A system which stores energy and releases it in the same form as was input.

8. *Renewable energy:* Energy sources that constantly renew themselves or are regarded as practically inexhaustible. Renewable energy includes energy derived from solar, wind, geothermal, hydroelectric, wood, biomass, tidal power, sea currents, and ocean thermal gradients.

C. *Applicability.* The requirements of this ordinance shall apply to all energy storage systems permitted, installed, or modified after the effective date of this ordinance, excluding general maintenance and repair. Energy storage systems constructed or installed prior to the effective date of this ordinance shall not be required to meet the requirements of this chapter. Modifications to, retrofits or replacements of an existing energy storage system that increases the total energy storage system designed discharge duration or power rating shall be subject to this chapter. The continuation of legally established existing energy storage systems shall be subject to the regulations and guidelines of Chapter 17.08, Non-conforming Uses of the Beaumont Municipal Code.

D. *Development Standards.* The following shall apply to all energy storage facilities:

1. Energy storage facilities must meet all applicable standards of the adopted Building and Safety Codes and of the adopted Fire Codes.

2. Energy storage facilities shall comply with the site design requirements set forth below in addition to all other applicable chapters of the Beaumont Municipal Code:

   a. The site shall be fully enclosed by a minimum eight-foot, non-scalable solid wall. Walls shall consist of either decorative concrete masonry block or decorative concrete tilt-up walls. Decorative masonry block means neutral colored slump stone block, split-face block, or precision block with a stucco, plaster, or cultured stone finish. Decorative concrete tilt-up wall means concrete with a combination of paint and raised patterns, reveals, and/or trim lines.

   b. Solid walls surrounding facilities which are below grade of an adjacent street or property shall incorporate a berm/slope along the entire length of the wall to ensure facilities are not visible from public view.

   c. Anti-graffiti coating or equivalent measure to prevent graffiti shall be provided for all solid screen walls.

   d. Except as set forth in subparagraph (e), no equipment or appurtenances not in an enclosed structure shall exceed the screen wall height described in subparagraph (a), above. Enclosures for batteries and other systems shall not exceed 15 feet in height. Buildings shall be subject to height standards of the Manufacturing Zone.

   e. Accessory structures such as utility poles or utility connection equipment, substation switchyard and similar equipment, necessary for the operation of the facility may exceed the height standards of the Manufacturing Zone subject to Planning Commission approval.

   f. On-site parking shall be provided as specified below:

1. For sites occupied daily by employees or contractors, one parking space per employee or contractor shall be provided.
2. For unoccupied sites, one on-site parking space shall be provided.
3. All structures, appurtenances, parking and drive aisles shall be paved with asphalt or concrete.
4. All outdoor facilities shall be in compliance with the Chapter 8.50 Outdoor Lighting of the Beaumont Municipal Code.
5. All site landscaping shall comply with Chapter 17.06 Landscaping of the Beaumont Municipal Code.
6. All facilities shall have an approved signage plan including safety signage to be posted at the site.

E. *Decommissioning.*

1. *Decommissioning Plan.* Prior to approval of a building permit, the applicant shall submit a decommissioning plan containing a narrative description of the activities to be accomplished for removing the energy storage system from service, and from the facility in which it is located. The decommissioning plan shall also include:

   a. A narrative description of the activities to be accomplished, including who will perform that activity and at what point in time, for complete physical removal of all battery energy storage system components, structures, equipment, security barriers, and transmission lines from the site;

   b. Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations;

   c. The anticipated life of the battery energy storage system;

   d. The estimated decommissioning costs and how said estimate was determined;

   e. The method of ensuring that funds will be available for decommissioning and restoration;

   f. The method that the decommissioning cost will be kept current;

   g. The manner in which the battery energy storage system will be decommissioned, and the Site restored, including a description of how any changes to the surrounding areas and other systems adjacent to the battery energy storage system, such as, but not limited to, structural elements, building penetrations, means of egress, and required fire detection suppression systems, will be protected during decommissioning and confirmed as being acceptable after the system is removed; and

   h. A listing of any contingencies for removing an intact operational energy storage system from service, and for removing an energy storage system from service that has been damaged by a fire or other event.

2. *Decommissioning Fund*. The applicant, or successors, shall continuously maintain a fund or bond payable to the City of Beaumont, in a form approved by the City for the removal of the battery energy storage system, in an amount to be determined by the City, for the period of the life of the facility. This fund may consist of a letter of credit from a licensed-financial institution. All costs of the financial security shall be borne by the applicant.

3. *Ownership Changes*. If the owner of the battery energy storage facility changes or the owner of the property changes, the project approvals shall remain in effect, provided that the successor owner or

operator assumes in writing all of the obligations of the project, site plan approval, and decommissioning plan. A new owner or operator of the battery energy storage facility shall notify the Planning Department of such change in ownership or operator within 30 days of the ownership change. A new owner or operator must provide such notification to the Planning department in writing. The project and all approvals for the battery energy storage facilities would be void if a new owner or operator fails to provide written notification to the Planning Department in the required timeframe. Reinstatement of a void project or approvals will be subject to the same review and approval processes for new applications under this chapter.

F. *Performance Measures and Standard Conditions of Approval.*

1. The following measures shall be included as performance measures and standard conditions of approval for all energy storage facilities:

   a. Facilities shall not store any products, goods, materials, or containers outside of any building on-site.

   b. Facilities shall comply with Chapter 9.02 Noise Control of the Beaumont Municipal Code.

   c. Operators shall address any nuisance, safety issues or violations of conditions of approval within 48 hours of being notified by the city that an issue exists.

   d. Prior to the issuance of a certificate of occupancy or business license, any operator of an energy storage facility shall sign a statement acknowledging acceptance of all operational conditions of approval associated with the approved entitlements for the facility and the decommissioning plan shall be recorded against title to the property as a covenant running with the land.

(Ord. No. 1142 , § 6(Exh. C), 10-19-2021)

Chapter 17.14 DEFINITIONS

17.14.010 Introduction.

This list of terms is designed to clarify the Zoning Ordinance's intent as it relates to land uses and development requirements. The word "shall" indicate a mandatory requirement, except when used in connection with an action or decision of the City Council or any City commission, board, or official. In these latter instances, the word "shall" shall be directory only. For general terminology used throughout this ordinance, the definitions used in the Uniform Building Code or accepted dictionaries of the English language, shall apply.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.14.020 General grammatical interpretation.

Words, terms, and phrases used in this Title 17 shall have the meanings usually ascribed to them, or as defined or used in state planning and zoning laws, or as defined in Section 17.08.030 of this Zoning Ordinance. For the purposes of this Zoning Ordinance, unless the context clearly indicates otherwise, certain terms used in herein are defined as follows:

A. Words in the present tense include the future;

B. Words in the singular number include the plural;

C. Words in the plural number include the singular;

D. The terms "shall" and "will" and "must" are mandatory;

E. The term "his" is gender neutral and means his or her;

The word "shall" is mandatory; the word "may" is permissive. The present tense includes the future, the future includes the present. The singular number includes the plural, the plural includes the singular.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.14.030 Definitions (A through Z).

A

Above-ground/On-ground Pool. See "Swimming pool".

Abut or Abutting. The same as meaning adjoining.

Access. The place, or way, by which pedestrians and vehicles are provided adequate and usable ingress and egress to a property or use as required by this Zoning Code.

Accessory Dwelling Unit (ADU). An attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:

1. An efficiency unit, as defined by Section 17958.1 of the California Health and Safety Code.

2. A manufactured home, as defined at Section 18007 of the California Health and Safety Code.

Accessory Structure. A structure that is accessory and incidental to a dwelling located on the same lot.

Accessory Use. A use incidental to, related, and clearly subordinate to the principal use established on the same lot or parcel of land where such accessory use is located.

Adjacent. Two or more lots or parcels of land separated by an alley, street, highway or recorded easement, or two or more objects located near or in close proximity to each other.

Adjoining. Two or more lots or parcels of land sharing a common boundary line, or two or more objects in physical contact with each other.

Affordable Unit. Refers to a housing development project in which 80 percent of the units shall be designated for very low-income households and 20 percent reserved for low-income households as those terms are defined in the Health and Safety Code.

Alley. A public or private right-of-way, other than a street or highway, permanently reserved as a secondary means of vehicular access to adjoining properties.

Amendment. A change in the wording, context, content, or substance of this Zoning Code or in the zoning map. Such changes must be adopted by ordinance by the City Council in the manner prescribed by law.

Amusement Arcade. Any place open to the public where five or more amusement games are maintained for use by the public. When only a portion of the premises is used for the operation of amusement games, only that portion shall be considered as an amusement arcade.

Amusement Game. Any entertainment device for which a fee is paid to play, including, but not limited to, pinball, video or other electronic games.

Animal Hospital. Shall mean a place where anima s or pets are given medical or surgical treatment and cared for during the time of such treatment. Use as a kennel shall be limited to short time boarding and shall be only incidental to such hospital use.

Animals—Retail Sales. The retail sales of small animals (such as dogs, cats, birds, and fish), provided such activities take place within an entirely enclosed building.

Antique Shop. An establishment primarily engaged in the sale of antiques.

Apartment House. A building, or a portion of a building, designed or used for occupancy by three or more households living independently of each other and containing three or more individual dwelling units within a single structure.

Apartment Unit. A room or suite of two or more rooms with a single kitchen in a multiple-family dwelling, suitable for occupancy as a dwelling unit for one household.

Arcade. See "Amusement arcade".

Artists' Studio. A building containing work space and retail sales space for artists and artisans producing individual one-of-a-kind works of art, including individuals practicing a fine art, or skilled in an applied art or craft, provided that the use does not impact any other use or property with noise, odor, dust, vibration, or other nuisance. This classification includes, but is not limited to, painter's studios, ceramic studios, and custom jewelry studios.

Assessor. The Assessor of the County of Riverside.

Automobile Parking or Storage Facility means a type of outdoor storage use whereby an outdoor lot, lot area, or parcel of land used, is designed and maintained primarily for the purpose of storing, parking, dispatching, or keeping automobiles or recreational vehicles (including RV's, boats, watercraft, off-road vehicles) or other vehicles, together with or without facilities necessary to service, dispatch, store or maintain aforementioned

vehicles, their cargos and crews. Also applies to a business establishment providing towing and/or storage of operative or inoperative vehicles. This classification includes the storage of tow-aways, impound yards, and storage lots for buses and recreational vehicles, but does not include vehicle dismantling.

Automobile Wrecking or Automobile Dismantling. A business establishment engaged in the dismantling and/or wrecking of automobiles, used motor vehicles or trailers, and/or the storage, sale, or dumping of dismantled, partially dismantled, obsolete, or wrecked vehicles or parts.

Automobile Service Station. An establishment providing gasoline oil and other additives, and/or performing minor repairs and other customary services for automobiles and light vehicles, but excluding painting, body work steam cleaning, and major repairs.

Advertising Structure. A structure of any kind or character, erected or maintained for outdoor advertising purposes, upon which any poster bill,

Awning. Either a fabric covered appendage, or a temporary collapsible shelter of noncombustible materials supported entirely from the exterior wall of a building.

B

Balcony. A platform that projects from the wall of a building, typically above the first level, and is surrounded by a rail, balustrade, or parapet on at least one side.

Balcony, Unenclosed. A balcony open to the sky and not fully enclosed on more than two sides.

Balloon. A floating air-filled or gas-filled object tethered to a fixed location (also see "Sign, balloon").

Banks and Savings. A state- or federally chartered financial institution that provides retail banking

Barrier. A fence, a wall, a building wall or a combination thereof which completely surrounds the swimming pool and obstructs access to the swimming pool.

Bars and Cocktail Lounges. Establishments where alcoholic beverages are sold for consumption on the premises. This classification excludes restaurants and commercial recreation uses that may serve alcoholic beverages incidental to the primary use.

Basement. That portion of a building located between the ground level or first floor of a structure.

Battery. A single cell or a group of cells connected together electrically in series, in parallel, or a combination of both, which can charge, discharge, and store energy electrochemically. For the purposes of this chapter, batteries utilized in consumer products are excluded from these requirements.

Battery Energy Storage Management System. An electronic system that protects storage batteries from operating outside their safe operating parameters and disconnects electrical power to the energy storage system or places it in a safe condition if potentially hazardous temperatures or other conditions are detected. The system generates an alarm and trouble signal for abnormal conditions.

Battery Energy Storage System. A system consisting of electrochemical storage batteries, battery chargers, controls, power conditioning systems and associated electrical equipment, assembled together, capable of storing energy in order to supply electrical energy at a future time, not to include a stand-alone 12-volt car battery or an electric motor vehicle.

Bed and Breakfast Facilities. A residential structure that is occupied by a resident as his/her primary residence with one or more bedrooms rented for period of 30 consecutive days or fewer, and where meals may be provided.

Billiard Parlor. An establishment that provides five or more billiard and/or pool tables.

Boarding. A residence or dwelling, other than a hotel, wherein three or more rooms are rented under three or more separate written or oral rental agreements, leases or subleases or combination thereof, whether or not the owner, agent or rental manager resides within the residence.

Building. Any structure having a roof supported by columns or by walls and intended for the shelter, housing, or enclosure of persons, animals, or property of any kind.

Building; Accessory. A detached subordinate building, the use of which is incidental to that of the primary building or to the principal use of the land, and which is located on the same lot or parcel of land with the main building or principal use of the land.

Building, Height. The vertical distance as measured continuously along a line at existing grade bisecting the width of the lot to the highest point of a building or structure, except as provided elsewhere in this Zoning Ordinance.

Building, Main. A building in which is conducted a principal use of the lot or parcel of land upon which it is situated. In a residential or agricultural zone, any residential unit shall be deemed to be a main building upon the lot or parcel of land on which it is situated.

Building Material Sales. An establishment engaged in retailing or wholesaling of building supplies or equipment. This classification includes lumber yards and tool and equipment sales, but excludes businesses engaged in the retail sales of paint and hardware, building contractor's yards, and activities classified under "Equipment Leasing and Rentals."

Building Site. The ground area of one or the ground area of two or more lots when used in combination of a building or group of buildings together with all open spaces as required by this Ordinance.

Building Wall. The vertical surface, or any element thereof, including any structural member or group of structural members attached the vertical surface, that defines the exterior boundaries of a building.

Business and Trade School. An establishment which provides on-site training of business, commercial, and/or trade skills such as accounting, data processing, and computer repair. This classification excludes establishments providing training in an activity that is not otherwise permitted in the applicable zone. Incidental instructional services in conjunction with another primary use shall not be considered a business and trade school.

C

Cabana. A structure containing not more than 700 square feet, not containing a kitchen.

Camp, Day. A facility with an organized daytime program involving the supervision and care of children.

Canopy. Has the same meaning as "awning" as defined in this section, except that a canopy contains separate supporting posts and is not supported entirely from the exterior wall of a building. A fixed overhead shelter used as may or may not be attached to a building.

Carport. A permanently roofed structure with no more than two enclosed sides, used or intended to be used for automobile shelter and storage.

Cell. The basic electrochemical unit, characterized by an anode and a cathode, used to receive, store, and deliver electrical energy.

Cellar. See "Basement".

Centerline. The centerline of any street, as established by the City Engineer by official surveys, and on file in the Office of the City Engineer.

Check Cashing. A business that, for compensation, engages in the business of cashing checks, warrants, drafts, money orders, or other commercial paper serving the same purpose. This classification does not include a state- or federally- chartered bank, savings association, credit union, or industrial loan company. Further, this

classification does not include establishments selling consumer goods where the cashing of checks or money orders is incidental to the main purpose of the business.

Church. A facility used for religious worship and incidental religious education and/or activities, including a parsonage which shall be a maximum of 1,200 square feet or 50 percent of the assembly hall whichever is less. Setbacks and parking shall meet the residential single-family requirements. This definition does not include private schools as defined in this section of the Zoning Ordinance.

Child Care Center. A facility that provides non-medical care to children under 18 years of age in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis. "Childcare center" includes day care centers and family day care homes.

City. Refers to the City of Beaumont.

Club, Private. Any building or premises used by an association of persons, whether incorporated or unincorporated, organized for some common purpose, but not including a group organized solely or primarily to render a service customarily carried on as a commercial enterprise. This definition does not include "Adult" business establishments.

Clubs and Lodges. A private or nonprofit organization providing meeting, recreational, or social facilities primarily for use by members and/or guests.

Commercial Printing. A business providing printing, blueprinting, photocopying, engraving, binding, or related services.

Commercial Vehicle. A vehicle which, when operated on a street, is required to be registered as a commercial vehicle under the State Vehicle Code, and which is used or maintained for the transportation of persons for hire, compensation, or profit, or which is designed, used, or maintained primarily for the transportation of property.

Commission. Refers to the Planning Commission of the City of Beaumont.

Commissioning. A systematic process that provides documented confirmation that a battery energy storage system functions according to the intended design criteria and complies with applicable code requirements.

Communications Facilities. An establishment engaged in broadcasting, recording, and other communication services accomplished through electronic or telephonic mechanisms. This classification includes, but is not limited to, radio, television, or recording studios, telephone switching centers, and telegraph offices.

Communications Facilities, Wireless. An unstaffed facility used for the transmission or reception of wireless telecommunication services, commonly consisting of an antenna array, connection cables, a support structure, and ancillary support facilities.

Community Center. A building, buildings, or portions thereof used for recreational, social, educational, and cultural activities where buildings and associated improvements are owned and/or operated by a public, nonprofit, or public serving group or agency.

Community Garden. Use of land for and limited to cultivation of herbs, fruits, flowers, or vegetables, including the cultivation and tillage of soil and the production, cultivation, growing, and harvesting of any agricultural, floricultural, or horticultural commodity, by several individuals or households.

Condominium. An undivided interest in common in a portion of real property coupled with a separate interest in space called a "unit," the boundaries of which are described on a recorded final map, parcel map, or condominium plan. The description of the unit may refer to: a) boundaries described in the recorded final map, parcel map, or condominium plan, b) physical boundaries, either in existence, or to be constructed, such as wall, floors, and ceilings of a structure or any portion thereof, c) an entire structure containing one or more units, or d) any combination thereof. An individual condominium within a condominium project may include, in addition, a

separate interest in other portions of the real property. This term shall also include stock-cooperative developments.

Condominium Project. A common interest development consisting of condominiums.

Contractor or Building Materials Storage Yard means establishments which engage primarily in the outdoor storage of goods, materials (except temporary storage of construction materials associated with an active building permit), machines, vehicles, trailers, and other equipment associated with a construction or contractor's business licensed within the City of Beaumont.

Convalescent Facilities. A business establishment engaged in providing care on 24-hour basis for persons requiring regular medical attention, but excluding facilities providing surgical or emergency medical services.

Convalescent Home. A home or establishment offering or providing lodging, meals, nursing, dietary, or other personal services to five or more convalescents, invalids, or aged persons, but shall not include surgery or the care of persons with contagious or communicable diseases.

Conversion (Condominium). A change in the type of ownership of a parcel or parcels of land, together with the existing structures, from rental housing, as defined in this section, to a condominium, community apartment, planned development, stock cooperative, or common interest development.

County. Refers to the County of Riverside.

Court. An open, unoccupied space bounded on two or more sides by the walls of a building. "Inner court" is a court entirely enclosed within the exterior walls of a building. All other courts are referred to as outer courts.

Coverage. The percentage of total site area covered by structures, open or enclosed, excluding the following uncovered structures: steps, courts, patios, terraces, and swimming pools.

D

Dairy. Any premises where three or more cows, three or more goats or one or more cows and two or more goats, or two or more cows and one or more goats are kept, milked, or maintained.

Daycare Center, Adult. A state-licensed facility designed to provide necessary care and supervision to persons 18 years of age or older on less than a 24-hour basis. Adult day care centers include the various types of adult day services as defined under state law that include "adult day care facilities," "adult social day care facilities," and "adult day health care facilities."

Day Care Center, Children. A state-licensed facility, other than a family day care home, providing non-medical care and supervision to children under 18 years of age on less than a 24-hour basis. Child day care centers shall include "day care centers" as defined under state law, which include infant centers, preschools, and extended day care facilities.

Deck. A platform other than a balcony, either freestanding or attached to a building, without a roof, that is supported by pillars, posts, or walls.

Decommissioning Plan. A plan to retire the physical facilities of the project, including decontamination, dismantlement, rehabilitation, landscaping and monitoring. The plan contains detailed information on the proposed decommissioning and covers the schedule, type and sequence of decommissioning activities; waste management, storage and disposal of the waste from decommissioning; the timeframe for decommissioning and site rehabilitation.

Director and Director of Planning and Planning Director. Refers to the Community Development Director or his or her designee.

Drive-in Restaurant. Any building or structure in which food and drink are prepared for service to customers outside of such building or structure, even though the same is served to customers inside said building or structure

or to customers occupying vehicles outside such structure and shall include self-service restaurants for take-out food.

Drive-thru. See "Establishment with drive-up service".

Driveway. An appropriately paved and privately-owned surface or road that provides access to off-street parking or loading facilities.

Dump. An area devoted to the disposal of combustible or non-combustible refuse.

Duplex. A structure consisting of two dwelling units.

Dwelling or Dwelling Unit. An attached or detached building containing one or more rooms wherein the occupants of each dwelling unit are living and functioning together as a single housekeeping unit, meaning that they have established ties and familiarity with each other, jointly use common areas, interact with each other, share meals, household activities, expenses and responsibilities, membership in the single housekeeping unit is fairly stable as opposed to transient and members have some control over who becomes a member of the single housekeeping unit.

Dwelling, Multiple Family Residential. One or more buildings located on a lot containing a total of two or more dwellings within a structure.

Dwelling, Single-Family. An attached or detached building not to contain more than one kitchen wherein the occupants of the dwelling unit are living and functioning together as a single housekeeping unit, meaning that they have established ties and familiarity with each other, jointly use common areas, interact with each other, share meals, household activities, expenses and responsibilities, membership in the single housekeeping unit is fairly stable as opposed to transient and members have some control over who becomes a member of the single housekeeping unit.

Dwelling, Tri-plex. A building designed for occupancy by three families living independently of each other and containing three dwelling units under one common roof.

Dwelling, Two-Family or Duplex. An attached or detached building containing two Dwelling Units wherein the occupants of each Dwelling Unit are living and functioning together as a single housekeeping unit, meaning that they have established ties and familiarity with each other, jointly use common areas, interact with each other, share meals, household activities, expenses and responsibilities, membership in the single housekeeping unit is fairly stable as opposed to transient and members have some control over who becomes a member of the single housekeeping unit.

E

Efficiency Kitchen. A kitchen that includes the following:

1. A cooking facility with appliances that can run on standard 120 volt outlets or natural or propane gas;
2. A food preparation counter;
3. Storage cabinets that comply with minimum building code standards; and
4. May include a single basin sink with a maximum waste line diameter of 1.5 inches.

Employee/Farmworker Housing. Housing as described in California Health and Safety Code Sections 17021.5 and 17021.6, and employee housing as defined in California Health and Safety Code Section 17008.

Energy Storage System. A system which stores energy and releases it in the same form as was input.

Establishment with Drive-up Service. A business or institution providing services accessible to persons who remain in their automobiles.

F

Façade, Building. The exterior wall of a building that is located above ground.

Family. One or more persons living together as a single housekeeping unit in a dwelling unit. A family includes the residents of residential care facilities and group homes for people with disabilities. A family does not include larger institutional group living situations such as dormitories, fraternities, sororities, monasteries or nunneries.

Family Day Care Home, Large. A dwelling that regularly provides care, protection, and supervision for 12 or fewer children under the age of ten, in the provider's own home, for periods of less than 24 hours per day.

Family Day Care Home, Small. A dwelling that regularly provides care, protection, and supervision for one to six children inclusive, including children under the age of ten.

Firearm Sales or *Firearms Business.* An establishment having at least 25 percent of its gross floor area devoted to the sale of firearms, ammunition and ammunition components, and hunting or shooting equipment.

Floor Area, Gross. The total horizontal area of all the floors of a building included within the surrounding walls, exclusive of vent shafts and courts.

Floor Area, Net. The total useable floor area within all floors of a building included within the surrounding walls.

Floor Area Ratio. The numerical value obtained through dividing the gross floor area of a building or buildings by the total area of the lot or parcel of land on which such building or buildings are located.

Food and Beverage Sales. A business establishment where the primary use involves the retail sales of food and beverages for off-site preparation and consumption. Typical uses include grocery markets and delicatessens. This category does not include liquor stores.

Food Manufacturing. A business establishment engaged in manufacturing, processing, and/or packaging of food products for wholesaling and distribution. This use may include incidental direct sale to consumers of the products manufactured on-site, souvenirs, and ancillary tasting facilities for the public.

Frontage. The frontline of a site, separating the site from the street.

G

Garage, Parking Garage. A structure with a common vehicular entrance and exit which is used by vehicles in parking spaces and which otherwise conforms to the requirements of this Zoning Code.

Garage, Private. A detached accessory building, or a portion of a main building on the same lot, enclosed on three sides and with a door capable of enclosing the fourth side, for the parking or temporary storage of vehicles owned by the occupants of the premises.

General Plan. The General Plan of the City of Beaumont, consisting of the General Plan and Map, adopted by the City Council.

Grade, Existing. The surface of the ground or pavement at a specific location as it existed prior to disturbance in preparation for a construction project.

Grade, Finished. The finished surface elevation of the ground or pavement at a specific location after the completion of a construction project.

Grade, Ground Level. The average level of the finished ground surface surrounding a building, measured at the center of all walls of the building.

Gradient. The rate of vertical change of a ground surface expressed in a percentage and determined by dividing the vertical distance by the horizontal distance.

Group Home (Unlicensed) or Unlicensed Group Home. A single-family dwelling unit with six or fewer occupants who are all (other than the house manager) considered disabled under state or federal law, but not licensed by the state.

Group or Community Care Facilities. Consistent with Health and Safety Code Section 1502, facilities licensed by the Community Care Licensing Division of the State Department of Social Services to provide 24-hour non-medical residential care to children and adults with developmental disabilities who are in need of personal services, supervision, and/or assistance essential for self-protection or sustaining the activities of daily living.

Guest House. Refers to living quarters, having no kitchen facilities, located within an accessory building located on the same premises with a main building and occupied solely by members of the family, temporary guests, or persons permanently employed on the premises.

Guest Room. A room designed for or occupied as sleeping quarters by one or two persons, providing lodging for compensation.

H

Hazardous Waste. Any waste, or combination of wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may: a) exhibit toxicity, corrosivity, flammability, and/or reactivity; b) cause, or significantly contribute to, an increase in serious irreversible, or incapacitating reversible, illness; or, c) present a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

Hazardous Waste Facility. All contiguous land, structures, other appurtenances, and improvements within a property, used for handling, treating, storing, or disposing of hazardous wastes.

Health and Physical Fitness Facility. A private athletic clubs and gymnasiums including, but not limited to, weight training facilities, aerobic exercise floors, racquetball courts, swimming pools, and similar athletic facilities.

Height. See "Building height".

Home Occupation. An occupational activity carried on by the occupant(s) of a residential dwelling as a secondary use in connection with which there is no display, no walk-in customers, no stock-in-trade, nor commodity sold upon the premises, no person employed, and no mechanical equipment used, except such as is necessary for housekeeping purposes.

Hospital. A facility providing medical, surgical, psychiatric, and/or emergency medical services to sick or injured persons, primarily on an inpatient basis. This classification includes incidental facilities for out-patient treatment, as well as training, research, and administrative services for patients and employees.

Hotel or *Motel.* One or more buildings containing guest rooms or dwelling units, with one or more such rooms or units having a separate entrance leading directly from the outside of the building or from an interior court. Such facilities are designed to be used, or intended to be used, rented, or hired out for temporary or overnight accommodations for guests, and are offered primarily to patrons by signs or other advertising media. This classification may contain public meeting rooms and eating, drinking, and banquet services associated with the facility.

Hot Tub. See "Swimming pool".

Household. A single individual or group of individuals, unrelated or related by blood or marriage, residing in a dwelling unit.

Household Pet. A domesticated animal commonly maintained within a residence.

I

Industrial Complex. Any group of three or more industrial uses on a parcel or combination of parcels which are generally served either by common access or common parking, or single industrial use occupying at least 100,000 square feet of floor area.

In-ground Pool. See "Swimming pool".

J

Junior Accessory Dwelling Unit (JADU). A residential unit that is consistent with the following:

1. Is no more than 500 square feet in size;
2. Is contained entirely within an existing or proposed single-family structure;
3. Includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure; and
4. Includes an efficiency kitchen.

Junk Yard. The use of a lot, or the use of any portion of a lot, for the dismantling of machinery or for the storage or keeping for sale of parts and equipment resulting from such dismantling or wrecking, or for the storage or keeping of junk, including scrap metals or other scrap materials.

K

Kennel. Any lot or premises on which four or more dogs or cats at least four months of age are boarded or trained.

Kitchen. A room in a building or dwelling unit that is used in the cooking or preparation of food.

L

Laboratory. An establishment providing analytical or testing services, including, but not limited to, chemical labs, dental-medical labs, optical labs, and labs conducting mechanical, electrical, physical, or environmental tests, as well as research and development.

Landscaping. The planting and maintenance of live trees, shrubs, ground cover, and lawn areas, including the installation of irrigation systems required by the provisions of this Zoning Code. "Landscaping" may include inorganic decorative materials of natural or man-made origin if used to accent or complement, but in no case imitate, the natural vegetation. Inorganic decorative materials used in landscaping may include rock, stone, wood, waterfall, fountains, pools, sculptures, benches, and architectural screens, walls, and fences.

Liquor Store. A business establishment having at least 50 percent of its gross floor area used for the sale of alcoholic beverages intended for off-site consumption.

Loading Space. An off-street space on the same lot with a main building, or contiguous to a group of buildings, for the temporary parking of commercial vehicles while loading or unloading, and which has access from a street, alley, or other permanent means of ingress and egress.

Lodging House. A residence or dwelling, other than a hotel, wherein lodging and meals are provided to four or more persons for compensation, whether direct or indirect. In determining the number of persons lodging in a lodging house, all residents shall be counted, including an owner, agent or manger.

Lot. Real property with a separate and distinct number or other designation shown on a plat recorded in the Office of the County Recorder as a part of an approved subdivision, shall also mean (1) a parcel of real property when shown as a delineated parcel of land with a number of other designations on a plat recorded in the Office of the County Recorder of Riverside County; or (2) a parcel of land the dimensions or boundaries of which are defined by a record of survey recorded pursuant to the provisions of the Subdivision Map Act of the State of California in the Office of the County Recorder of Riverside County; (3) a parcel of real property not delineated as in (1) or (2) above, and containing not less than the prescribed minimum square footage required in the zone in which it is

located and which abuts at least one public street, and alley or a private easement determined by the Commission to be adequate for purposes of access from a street; (4) a parcel of land registered under Land Title Law (Torrens Title) and held under separate ownership from adjacent property on the effective date of this Ordinance.

Lot, Area. The total area, measured in a horizontal plane, included within the lot lines of a lot or parcel of land.

Lot, Corner. A lot located at the intersection of two or more streets at an angle of not more than 135 degrees. If the angle is greater than 135 degrees, the lot shall be considered an interior lot.

Lot, Cul-de-sac. A lot fronting on, or with more than one-half of its lot frontage, on the turnaround end of a cul-de-sac street.

Lot, Depth. The horizontal distance between the front and rear lot lines, measured in the mean direction of the side lot lines.

Lot, Interior. A lot other than a corner or reverse corner lot.

Lot, Key. Any lot where the side property line abuts the rear property line of one or more lots, and where such lots are not separated by an alley or any public way.

Lot Line. Any line bounding a lot as defined in this section.

Lot Line, Exterior. A lot line abutting a street.

Lot Line, Front. On an interior lot, the front lot line of the property line abutting the street, except in those cases where the latest tract deed restrictions specify another line as the front lot line. On a corner or reversed corner lot, the front lot line is the shorter property line abutting a street. On a through lot, or a lot with three or more sides abutting a street, or a corner or reversed corner lot with lot lines of equal length, the Zoning Administrator shall determine which property line shall be the front lot line for purposes of compliance with the setback provisions of this Zoning Code.

Lot Line, Interior. A lot line not abutting a street.

Lot Line, Rear. A lot line not abutting a street that is opposite and most distant from the front lot line. For triangular lots where there is no rear lot line, the rear lot line shall be defined as the point at which the side lot lines intersect.

Lot Line, Side. Any lot line that is not classified as a front lot of line or rear lot line.

Lot Line, Zero. A lot line that does not have any side-yard setback.

Lot, Reverse Corner. A corner lot, the side line of which is substantially a continuation of the front lot lines of the lot to its rear.

Lot, Through. A lot having frontage on two parallel or approximately parallel streets. A through lot may have no rear lot line.

Lot; Width. The horizontal distance between the side lot lines measured at right angles to the lot depth line at a distance located midway between the front and rear lot lines.

Low Barrier Navigation Centers. Consistent with Government Code Section 65660, Housing First, low-barrier, service-enriched shelters focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

M

Main Building. A building that is designed, and used for, or intended to be used, to accommodate the principal use on the lot. In residential zones, any dwelling shall be considered the main building on the lot.

Maintenance and Repair Services. An establishment providing household appliance repair, furniture repair, office machine repair, bicycle repair, or building maintenance services. This classification excludes maintenance and repair of motor vehicles, boats, or ships.

Mansard or Mansard Roof. A roof having two slopes on all sides with the lower slope steeper than the upper one.

Manufactured Housing. A mobile home, or manufactured housing unit, as defined by and installed in accordance with California Health and Safety Code Section 18008 and 18551, respectively, and factory-built housing as defined by California Health and Safety Code Section 19971.

Medical Clinic. Any facility providing physical or mental health service, and medical or surgical care of the sick or injured but shall not include inpatient or overnight accommodations. Activities included within this definition are health centers, health clinics, and doctors' offices.

Mini-storage, Mini-warehouse, Self-storage or Public-storage means an operation serving the public where customers rent or lease, or self-store and have direct access to, individual storage areas, compartments, or facilities rooms within a larger structure or structures provided for storage use. This use may also include limited caretaker facilities.

Mobile Home. A movable or transportable vehicle, other than a motor vehicle, intended for occupancy for one family, and having no foundation other than jacks, piers, wheels or skirtings. All mobile homes located on lots must be a minimum of 450 square feet, with a minimum of ten feet in width. All mobile homes must have a complete sanitary facility, including a lavatory, flush type toilet, tub or shower, and kitchen sink, all connected to sewage outlets in conformity with state, county and health requirements.

Mortuary. An establishment providing services such as preparing the deceased for burial, and arranging and managing funerals and related services, and may include limited caretaker facilities. This classification excludes cemeteries, crematoriums, and columbariums.

Motel. One or more buildings containing more than five completely furnished individual guest rooms with one or more such rooms or units having a separate entrance leading directly from the outside of the building or an inner court. Such facilities are designed, used, or intended to be used, rented or hired out as temporary or overnight accommodations for guests, and are offered primarily to automobile tourists or transients. Motels include auto courts, motor lodges, and tourist courts.

N

Nonconforming. A building and/or improvement, or portion thereof, which does not conform improvement to current Zoning Code regulations. Nonconforming use, any use of land or property that was lawfully established and in effect at the lawful or legal time this Zoning Code or any amendment became effective, but no longer complies with all of the applicable regulations and standards of the zone in which the use is located. Nonconforming any structure or improvement that was lawfully established and in existence structure, lawful at the time this Zoning Code or any amendment became effective, but no or legal longer complies with all of the applicable regulations and standards of the zone in which the structure or improvement is located.

O

Offices. Administrative, clerical, or public contact offices of a government agency, government including postal facilities, together with incidental storage and maintenance of vehicles.

Offices, Medical. Offices or health facilities providing health services, including without limitation, preventative and rehabilitation treatment, diagnostic services, and testing and analysis, but excluding inpatient services and overnight accommodations. This classification includes without limitation offices providing medical, dental, surgical, rehabilitation, podiatric, optometric, chiropractic, and psychiatric services, and medical or dental laboratories incidental to such offices.

Offices, Professional. Offices for firms or organizations providing professional, executive, management or administrative services, such as architectural, engineering, real estate, insurance, investment, or legal offices. This classification excludes savings and loan associations, banks, and medical offices.

Off-Street Parking Facility. A lot, or portion thereof, improved and used for the parking of vehicles, including, but not limited to, enclosed garages and parking structures, open parking areas, aisles, driveways, and appurtenant landscaped planters and their improvements.

Open Space, Useable (Useable Open Space). Open space upon the lot or parcel to which it is appurtenant, which can be used by inhabitants of the property for outdoor living, activity and/or recreation and may include landscaping. Each linear dimension of such space shall be a minimum of six feet. Balconies may be credited as "usable open space" provided they each have linear dimensions of a minimum of five feet. Enclosed recreation or multi-purpose activity rooms may be credited as "usable open space." All such areas shall be readily accessible to the inhabitants of the property. "Usable open space" does not include driveways, open or covered parking areas, utility space such as trash or garbage areas, or space occupied by the required front yard setback.

The computation of usable open space provided shall be as follows:

1. The following areas shall be computed at 1.25 times the area actually devoted to such use:
    a. Private patios, when directly accessible to the dwelling unit to which it is appurtenant; such patios shall be completely enclosed on all sides by a fence which is a minimum of five feet in height;
    b. Balconies and lanais, when directly accessible to the unit to which they are appurtenant; such balconies and lanais must have a minimum dimension of five feet;
    c. Swimming pool areas, including the hard surface deck, which normally surrounds such pools. Deck area more than 25 feet from the edge of the pool will not be counted as open space under this; and
    d. Recreation activity rooms, provided these rooms are permanently maintained for the use of tenants for various recreation activities. Such activity rooms shall not include lobbies, but may include common steam rooms, sauna baths, or the like.
2. All other areas meeting usable open space requirements shall be credited with the actual area (square feet) provided.
3. No area will be considered as usable open space if it has any dimension less than six feet except balconies.

Outdoor Advertising. The use of signs or other measures soliciting public support or directing public attention to the sale, lease, hire, or use of any objects, products, services, or functions which are not produced, sold, or otherwise available on the premises where such signs are erected or maintained.

Outdoor Living Space. Either an open passive landscaped area specifically designed, improved, and maintained to enhance the architectural design, privacy, and general environmental quality of a residential development or an easily accessible public or private activity area specifically designed, improved, and maintained for outdoor living and/or recreation by occupants of the residential development.

Outdoor Storage Use means establishments that engage primarily in the outdoor storage of goods, materials (except temporary storage of construction materials associated with an active building permit), machines, vehicles, trailers, and other equipment.

P

Parcel. A contiguous quantity of land owned by, or recorded as the property of, the same claimant or person.

Parking Space. A space within an off-street parking facility that has the minimum attributes of size, location, and design specified in Article 21 (Parking requirements) of this Zoning Code.

Parks and Recreation Facilities. Uses that include, but are not limited to, land and interests in land; swimming pools; tennis, volleyball and basketball courts; baseball grounds; play areas; turf; sprinkler systems; community center buildings; recreation buildings; and other works, properties, structures, and facilities necessary or convenient for public park, playground, or recreation purposes.

Pawn Shop. A business establishment engaged in the buying or selling of new or secondhand merchandise and offering loans secured by personal property.

Performance Art. A public building used for theatrical performances, concerts, recitals, and facilities similar entertainment. This classification excludes commercial cinemas or theaters.

Personal Convenience Service. A business establishment providing recurrently needed services of a personal nature. This classification includes, but is not limited to, barber and beauty shops, seamstresses, tailors, shoe repair shops, photocopying, retail dry cleaning establishments (excluding wholesale dry cleaning plants), self-service laundromats, and similar services. This classification excludes massage parlors, tattoo parlors, and/or skin piercing establishments.

Personal Improvement Service. A business establishment providing instructional services or facilities, including, but not limited to, photography, fine arts, crafts, dance or music studios, driving schools, modeling agencies, reducing salons, and health or physical fitness clubs. Incidental instructional services associated with a retail use shall be classified as "retail sales" rather than "personal improvement services."

Planned Unit Development. The planning, construction, or implementation and operation of any use or structure, or a combination of uses and structures, on a single parcel of land based on a comprehensive and complete design or plan treating the entire complex of land, structures, and uses as a single project.

Plant Nursery. A site used to raise trees, shrubs, flowers, and other plants for sale or for transplanting, and where all merchandise (other than plants) is kept within an enclosed building or fully screened enclosure, and fertilizer of any type is stored and sold in package form only.

Porch. A permanent projection attached to the entrance of a building, which is has a roof but is not fully enclosed.

Pre-existing. In existence prior to the effective date of this Ordinance.

Public Building. A building owned and operated by a public agency for public use.

Public Safety Facility. A public facility providing public safety and emergency services, including police and fire protection, and associated support and training facilities.

Public Transit. A location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

Public Utility Facility. A building or structure used by any public utility including, but not limited to, any gas treatment plant, reservoir, tank, or other storage facility, water treatment plant, well, reservoir, tank or other storage facility, electric generating plant, distribution or transmission substation, telephone switching or other communications plant, earth station or other receiving or transmission facility, any storage yard for public utility equipment or vehicles, and any parking lot for parking vehicles or automobiles to serve a public utility. The term "public utility" shall include every gas, electrical, telephone and water corporation serving the public or any portion thereof for which a certificate of public convenience and necessity has been issued by the State Public Utility Commission.

Q

R

Recharging Stations. An area where equipment is provided to recharge an electric vehicle.

Recreational Facility. A publicly owned and operated recreational structure or building, such as a tennis court, swimming pool, multi-purpose community building, or similar use.

Recyclable Material. A reusable material, including, but not limited to, metals, glass, plastic, and paper, and which is intended for reuse, re-manufacture, or reconstitution for the purpose of using the altered form. "Recyclable material" shall not include refuse or hazardous materials. "Recyclable material" may include used motor oil collected and transported in accordance with Section 25250.11 and Section 25143.2(b)(4) of the State Health and Safety Code.

Recycling Facility. A center for the collection and/or processing of recyclable materials. "Certified recycling facility" or "certified processor" refers to a recycling facility certified by the State Department of Conservation as meeting the requirements of the State Beverage Container Recycling and Lifter Reduction Act of 1986. A recycling facility does not include storage containers or processing activities located on the premises of a residential, commercial, or manufacturing use, and used solely for the recycling of material generated by such residential property, business, or manufacturer.

Recycling, Collection Facility. A center for the acceptance of recyclable materials from the public by donation, redemption, or purchase.

Recycling, Processing Facility. A building or enclosed space used for the collection and processing of recyclable materials. "Processing" means the preparation of material for efficient shipment, or to an end-user's specifications, by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and re-manufacturing.

Renewable Energy. Energy sources that constantly renew themselves or are regarded as practically inexhaustible. Renewable energy includes energy derived from solar, wind, geothermal, hydroelectric, wood, biomass, tidal power, sea currents, and ocean thermal gradients.

Rental Units. A housing unit leased for the occupancy of a residential household.

Residence. One or more rooms designed, used, or intended to be used as permanent living quarters for a household, and not as temporary or overnight accommodations.

Residential Care Facility, Licensed. A residential care facility licensed or supervised by any federal, state, or local agency, which provides housing and nonmedical care for children, elderly persons, or physically and mentally handicapped persons in a family-like environment. These facilities include the following:

1. An intermediate care facility, developmentally disabled habilitative and intermediate care facility/developmentally disabled-nursing or a congregate living facility as identified in State of California Health and Safety Code section 1267.8;
2. A community care facility as identified in State of California Health and Safety Code section 1566.3;
3. A residential care facility for the elderly as identified in State of California Health and Safety Code section 1569.85;
4. An alcoholism or drug abuse recovery or treatment facility as identified in State of California Health and Safety Code section 11834.02;
5. A home for the care of mentally disordered or otherwise handicapped persons as identified in State of California Welfare and Institutions Code section 5116;
6. A home for the care of dependent and neglected children as identified in the State of California Welfare and Institutions Code section 300, but not including wards of the court as identified in the State of California Welfare and Institutions Code section 601ff.

Rest Home. See "Convalescent home".

Restaurant, Sit Down. A business establishment that is maintained, operated, and/or advertised or held out to the public as a place where food and beverage are served to the public on demand from a menu during stated business hours, served in and on reusable containers and dinnerware, to be consumed on the premises primarily inside the building at tables, booths, or counters, with chairs, benches, or stools. This use may include incidental delivery service utilizing no more than two delivery vehicles.

Restaurant, Fast-Food. A business establishment that is maintained, operated, and/or advertised or held out to the public as a place where food and beverage are served to customers from a serving counter in disposable containers or wrappers and where food and meals are generally prepared in advance for immediate sale, and which may include inside seating, drive-through service, delivery service, and take-out/carry-out service.

Restaurant, Delivery. A place where orders for food and beverages may be placed in person or by telephone, facsimile, copier, or other off-site means of communication, from a limited menu, and which orders are delivered to a location directed by the customer.

Restaurant, Take-out. A business establishment that is maintained, operated, and/or advertised or held out to the public as a place where food and beverages are served in disposable containers or wrappers from a serving counter for consumption exclusively off the premises.

Retail Sales. A business establishment engaged in the retail sale of merchandise not specifically listed under another use classification as defined in this section. This classification includes, but is not limited to: department stores, clothing stores, furniture stores, and businesses retailing the following goods: toys, hobby materials, handcrafted items, jewelry, cameras, photographic supplies, books, electronic equipment, records, sporting goods, kitchen utensils, hardware, appliances, antiques, art supplies, paint and wallpaper, carpeting and floor covering, office supplies, bicycles, and new automotive parts and accessories (excluding service and installation). This classification excludes thrift shops and pawnshops.

Room. An unsubdivided portion of the interior of a dwelling, excluding bathrooms, kitchens, closets, hallways, and service porches.

S

School, Elementary, Junior High, and High. An institution of learning which offers instruct on in the several branches of learning and study required to be taught in the public schools by the Education Code of the State of California.

School, Private. An educational institution having a curriculum comparable to that required in the public schools of the State of California.

Secondary (or second) Unit. A detached dwelling unit that provides complete, independent living residential unit facilities for one or more persons. A secondary residential unit shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same lot on which the primary unit is situated.

Senior Housing. A housing development project in which 100 percent of the project rental units are intended to be occupied by persons who are 62 years of age or older, or married couples, of which one spouse is over 62 years of age.

Service Station. See "Vehicle, service station".

Setback. A required open space on an improved lot that is unoccupied by buildings and unobstructed by structures from the ground upward, except for projections and accessory buildings permitted by the provisions of this Zoning Code. Setbacks shall be measured as the shortest distance between a property line and the nearest vertical support or wall of the building, enclosed or covered porch, or other structure.

Setback, Between. A required open space between separate buildings or between separate buildings or dwelling units on the same lot or building site. Such setback shall be setback between measured as the minimum distance between the nearest vertical support dwelling units or wall of each building or enclosed or covered porch.

Setback, Exterior Side. A side setback abutting a street.

Setback, Front. A setback extending across the full width of the front of the lot, the minimum and/or average dimensions of which are determined by the property development standard of the applicable zone in which such lot is located.

Setback, Rear. A setback extending across the full width of the rear of a lot, the minimum and/or average dimensions of which are determined by the property development standards of the applicable zone in which such lot is located.

Setback, Side. A setback extending from the required front setback to the required rear setback, or to the front and/or rear property lines where no front and/or rear setback is required by the provisions of this Zoning Code, the minimum and average dimensions of which are determined by the property development standards of the applicable zone in which such lot is located.

Sign. Any card, cloth, plastic, paper, metal or other material or painted character visible from outside of a structure for advertising purposes, mounted to the ground or any, tree, building, wall, bush, rock, fence or structure, whether privately or publicly owned. "Sign" means any graphic announcement, declaration, demonstration, display, illustration, insignia or object used to advertise or promote the interest of any person or business when the same is placed out-of-doors in view of the general public. This definition shall not include the display of. the American flag, flag of the State, county, public entity or City flag.

Sign, A-Frame. A freestanding sign usually hinged at the top or attached in a similar manner, and widening at the bottom to form a shape similar to the letter "A." Such signs are usually designed to be portable and are not considered to be permanent signs or displays.

Sign, Animated Signs. Signs designed to attract attention through movement or the semblance of movement of the whole or any part including, but not limited to, signs which swing, twirl, move back and forth or up and down; or signs which change color or shades of color; or any other method or device which suggests movement. Animated signs do not include flags and banners, time and temperature signs.

Sign, Announcement or Bulletin Board Signs. Signs permanent in character designed to accept changeable copy, handbills, posters and matters of a similar nature.

Sign, Area of Sign. The area of a sign shall include the entire area within a series of rectangles whose outermost boarders are defined by the outermost extent of any writing, representation, emblem, figure, character or separate sign surface. When letters comprising a sign message are placed on a background or field which is different in color or materials from the architectural features of the building on which the sign is mounted, the sign area shall be calculated as the entire area comprising the overall sign feature. In the case of a two-sided sign, the area shall be computed as including only the maximum single display surface that is visible from any ground position at one time. The supports or uprights on which any sign is supported should not be included in determining the sign area unless such supports or uprights are designed in such a manner as to form an integral background of the sign. In the case of any cylindrical or spherical sign, the total area shall be computed on the total area of the surface of the sign.

Sign, Awning Sign. A sign painted or printed on the exterior surface of an awning. An alternative to a wall sign, permitted as same.

Sign, Balloon. One or more balloons used as a permanent or temporary sign or as a means of directing attention to any business or profession, or to a commodity or service sold, offered, or manufactured, or to any entertainment.

Sign, Banner. A fabric or fabric-like material on which an advertising message is painted or otherwise affixed.

Sign, Billboard. A sign that directs attention to a business, profession, product, commodity or service offered on the site on which the sign is located.

Signs, Changeable Copy. Copy for temporary use which is changed at periodic intervals and which may be utilized on pylon, monument, wall, bulletin board or announcement signs.

Sign, Commercial Complex. Any group of three or more commercial uses on a parcel or combination of parcels which are generally served either by common access or common parking, or large single commercial use occupying at least two and one-half acres with a minimum of 200 feet of street frontage.

Sign, Construction Signs. Signs stating the names of those individuals or businesses, such as architects, engineers, contractors, or owners directly connected with a construction project and/or the name of the project, the address of the business, and emergency telephone numbers.

Sign, Directional Signs. Signs which contain any of the following words: "Entrance", "enter", "out", "one-way" or other words, or words which contain nonflashing arrows or other characters indicating traffic direction.

Sign, Electronic Message Sign. A sign having the capability of presenting variable message displays, including time and temperature, by projecting an electronically controlled light pattern against a contrasting background and which can be programmed to change the message display periodically.

Sign, Flag. A device, generally made of flexible materials, usually cloth, paper or plastic, usually used as a symbol of a government, school, religion, etc. It may or may not contain any copy.

Sign, Flashing Signs. Lighted signs which in whole or in part disappear and reappear at periodic intervals, or are intermittently on and off, and which are placed so as to attract vehicular traffic with emphasis on the recurrence of lights as in those types generally referred to as "nervous" signs, arrows, stars, etc., and/or beacon signs.

Sign, Freestanding. A sign that is completely supported by structures or other supports that are placed on or anchored in the ground and are independent from any building or other structure.

Sign, Height of Signs. The distance from the average ground level immediately surrounding the base of the sign to the top of its highest element, including any structural or architectural element. Landscape mounding shall not be used to artificially increase the height of a sign.

Sign, Monument Signs. A sign with an overall height of six feet or less, standing directly on the ground or on a base of where supporting poles or structures, if any, are enclosed by decorative covers.

Sign, Nameplate. Signs naming the occupant of the premises, the business and/or address.

Sign, Off-site Signs. Any sign which advertises or informs in any manner businesses, services, goods, persons or events at some location other than that upon which the sign is located.

Sign, Painted Signs. Signs painted on the exterior surface of a building or structure. Painted signs do not

Sign, Pennant. A device generally made of flexible materials, usually cloth, paper or plastic. A pennant may or may not contain any copy and is primarily intended to draw attention.

Sign, Pylon Sign. A sign with an overall height exceeding six feet and having one or more decorative supports permanently attached directly into or upon the ground.

Sign, Political Signs. Political signs are signs setting forth a political message with respect to an upcoming federal, State or local governmental election.

Sign, Portable Signs. Signs not designed to be attached to a building or anchored to the ground, including "A" boards, sandwich signs and signs attached to a fence/wall.

Sign, Poster Signs. Any sign attached to the ground in a manner approved by the building official, which may be visible from adjacent streets or highways.

Sign, Projecting Signs. Signs including wall signs which are suspended from or supported by a building or wall and which project from said building or wall.

Sign, Real Estate Signs. All signs and sign structures relating to the sale, lease or other disposition of the real property on which the sign is located, and which are temporary in nature.

Sign, Revolving Signs. Signs, all or a portion of, which rotate in a constant, circular manner.

Sign, Roof Signs. Any sign supported by or attached to or projecting through the roof of a building or structure or projecting above the eave line or parapet wall of the building or structure.

Sign, Special Event Sign. A temporary sign, which advertises special events and activities such as grand openings, charitable events, Christmas trees, fireworks, or as specified by the Planning Director.

Sign Structure. The supports, uprights, bracings, guy rods, cables and other structural framework of a sign or outdoor display.

Sign, Temporary Signs. Signs erected for a temporary purpose not exceeding 45 days, including banners, pennant valances, streamers, balloon signs, inflated devices, search lights, beacons, costumed or live persons, moving stuffed animals, or advertising light or similar materials used for advertising purposes attached to or pinned on or from any structure, staff, pole, line, framing, vehicle or other object.

Sign, Time and Temperature Sign. An electronically controlled sign with illuminated flippers or light bulbs for the sole purpose of displaying the time, and temperature (F. and/or C.) at intermittent intervals. Under Canopy Signs. A sign with a single or double face copy attached to the underside of a projecting canopy perpendicular to the building frontage.

Sign, Unofficial (Non-Regulatory) Signs. Signs located on public property (e.g., street or median island, parkway, sidewalk, traffic control sign posts, utility poles, park land, trees, etc.).

Sign, Vehicle Signs. Signs on or affixed to trucks, vans, automobiles, trailers, or other vehicles which advertise or provide direction to a use or activity not related to its lawful making of deliveries or sales of merchandise or rendering of service from such vehicles.

Sign, Wall Signs. Signs which are in any manner affixed to any exterior wall of a building or structure, the exposed face of which is in a plane parallel to the plane of the wall and which projects not more than 12 inches from the building or structure wall.

Sign, Window Signs. Signs painted, attached, glued or otherwise affixed to a window or otherwise easily visible from the exterior of the building.

Sign, Wall Murals. The decoration on the exterior surface of a structure with scenic, architectural or artistic paints which in themselves do not identify or advertise any product, service or business. A wall mural is a sign if it is related by language, logo or pictorial depiction to the advertisement of any product or service or the identification of any business.

Snack Shop. A business establishment that is maintained, operated, and/or advertised or held out to the public as serving snack foods, such as donuts, ice cream, yogurt, candy, cookies, bakery items, beverages, and similar items to be consumed either on the premises or off the premises.

Solid Fill. Any noncombustible materials insoluble in water, such as soil, rock, sand, or gravel, that can be used for grading land or filling depressions.

Spa, Non-Portable. See "Swimming pool".

Spa, Portable. A non-permanent structure intended for recreational bathing, in which all controls, water-heating, and water-circulating equipment are an integral part of the product and which is cord-connected (not permanently electrically wired).

Story. "Story" as defined in the currently adopted and effective Uniform Building Code of the City.

Story-Half. A story with at least two of its opposite sides situated immediately under a sloping roof, with the floor area of said story not in excess of two-thirds of the floor area of the floor immediately below it.

Street. A public thoroughfare or right-of-way acquired for use as such, or an approved private thoroughfare or right-of-way, other than an alley, which affords the principal means of access to abutting property. "Street" shall include all major and secondary highways, traffic collector streets, and local streets.

Street, Center line. See "Center line".

Street Line. The boundary line between the street right-of-way and abutting property.

Street/Craft Fairs/Farmer's Market—Ongoing/reoccurring. Temporary event that regularly reoccurs (e.g. weekly Farmer's Market).

Structural Alteration. Any change in the supporting members of a building, such as bearing walls, columns, beams, girders, floor joists, ceiling joints, or roof rafters.

Structure. Any physical improvement constructed or erected, including an edifice or building of any kind, or any piece of work artificially constructed or composed of parts jointed together in some definite manner, and which structure requires location on or in the ground or is attached to another improvement or in the ground, including fences, walls, swimming and wading pools, and patios.

Supportive Housing. Consistent with Health and Safety Code Section 50675.14, housing with no limit on length of stay, that is occupied by the target population, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving their health status, and maximizing their ability to live and, when possible, work in the community.

Swap Meet. Any indoor or outdoor place, location, or activity where new or used goods or secondhand personal property is offered for sale or exchange to the general public by a multitude of individual licensed vendors, usually in compartmentalized spaces; and, where a fee may be charged to prospective buyers for admission, or a fee may be charged for the privilege of offering or displaying such merchandise. The term "swap meet" is interchangeable with, and applicable to, flea markets, auctions, open air markets, farmer's markets, or other similarly named or labeled activities; but the term does not include the usual supermarket or department store retail operations.

Swimming Pool. Any structure intended for swimming, diving, or recreational bathing that contains water over 24 inches deep. This includes in-ground, above-ground, and on-ground swimming pools, hot tubs, and spas.

Swimming Pool, Indoor. A swimming pool which is totally contained within a residential structure and surrounded on all four sides by walls of said structure.

Swimming Pool, Outdoor. Any swimming pool which is not an indoor pool.

Structure Advertising. A structure existing, erected, or maintained to serve exclusively as a stand, frame, or background for the support or display of signs.

T

Tandem Parking. Two or more automobiles parked on a driveway or in any other location on a lot, lined up behind one another.

Target Population. Consistent with Health and Safety Code Section 50675.14, persons, including persons with disabilities, and families who are "homeless," as that term is defined by Section 11302 of Title 42 of the United States Code, or who are "homeless youth," as that term is defined by paragraph (2) of subdivision (e) of Section 12957 of the Government Code. Individuals and families currently residing in supportive housing meet the definition of "target population" if the individual or family was "homeless," as that term is defined by Section

11302 of Title 42 of the United States Code, when approved for tenancy in the supportive housing project in which they currently reside.

Target Unit. A dwelling unit within a housing development, reserved for sale or rent to, and affordable to, lower- or moderate-income households.

Thrift Shop. A business establishment primarily engaged in the sale of used clothing, household goods, furniture, or appliances. This classification does not include antique shops.

Tire. A rubber covering, typically inflated or surrounding an inflated inner tube, placed around a wheel to form a flexible contact with the road. May include new or used tires.

Tire Repair. The process of mending a hole, tear, fissure or blemish in a tire by including but not limited to grinding, gouging, applying adhesive or filling a hole or crevice with rubber.

Tire Store. An establishment where the sale, installation or storage of new or used or retread tires and tubes is conducted with or without other products or services. Tire store does not include a retreading establishment, collection, reduction or transfer of tires.

Townhouse. A single-family dwelling which visually appears to share one or more common walls with an adjacent single-family dwelling, but which, in fact, is structurally and functionally independent of any other single-family dwelling.

Trailer Coach. Any vehicle, with or without motor power, designed or used for human habitation and constructed to travel on the public thoroughfares in accordance with the provisions of the California State Vehicle Code.

Trailer Park. A site designed and equipped for the harboring, parking, or storing of one or mobile home park more trailers or mobile homes being used as living and/or sleeping quarters.

Trailer Site. That portion of a trailer park designated for use or occupancy of one trailer coach and including all appurtenant facilities.

Transfer Station. An area, including any necessary building or structures, for the temporary waste storage and the salvage of rubbish, garbage, or industrial waste. This definition also includes material recovery facilities.

Transit Stations and Facilities. Facilities for passenger transportation operations, such as rail (e.g., Metrolink) but does not include airports or heliports.

Transitional Housing. Consistent with Government Code Section 65582, buildings configured as rental housing developments but operated under program requirements that require the termination of assistance and recirculating of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six months from the beginning of the assistance.

Triplex. A structure containing three individual residential dwelling units.

Truck Yard or *Truck Terminal* means a type of outdoor storage use whereby an outdoor lot, lot area, or parcel of land used, is designed and maintained primarily for the purpose of storing, parking, dispatching, or keeping trucks, tractors, construction equipment and associated equipment together with or without facilities necessary to service, dispatch, store or maintain aforementioned vehicles, their cargos and crews. Also applies to a business engaged in the storage and distribution of goods having more than five heavy trucks (having a rating of more than 10,000 pounds and/or an unladen weight of more than 6,000 pounds) on the premises at any one time but excluding trucking accessory to another industrial use on the site.

U

Uniform Sign Program. All applications for approval of signs in a shopping center, commercial, industrial or office complex, a group of three or more businesses on a parcel or project site or for commercial recreation uses shall be submitted in the form of a construction, including connections and electrical plans, if any, and shall

delineate the typical size, shape, design, material, coloring, lettering, lighting and position of the signage in relationship to the building form or place where it will be displayed. Scaled sketches of existing signs on the premises shall accompany the application.

Use. The purpose for which land or a building is arranged, designed, or intended, or for which either land or a building is or may be occupied, utilized, or maintained.

V

Variance. A modification of a literal provision of this Zoning Code, granted by an administrative or quasi-judicial act in accordance with the provisions of this Zoning Code.

Vehicle. A business engaged in the washing, waxing, cleaning, and/or detailing of automobile washing automobiles or similar light vehicles.

Vehicle Body. A business establishment involved in the repairing, restoring, and/or painting and fender shop of the bodies of motor vehicles.

Vehicle Rentals. A business engaged in the sale, lease and/or rental of automobiles and light trucks (having a rating of less than 10,001 pounds, an unladen weight of less than 6,001 pounds, and equipped with an open box-type bed less than nine feet in length), including storage and incidental maintenance and repair.

Vehicle Repair Garage. Any site and improvements used for the repair and maintenance of automobiles, motorcycles, light trucks (having a rating of less than 10,001 pounds, an unladen weight of less than 6,001 pounds, and equipped with an open box-type bed less than nine feet in length), or other similar passenger vehicles licensed by the State Department of Motor Vehicles. This classification shall not include the repair or maintenance of motor homes or commercial vehicles as defined in Section 3-7.901 of this Zoning Code. "Motor vehicle repair garage" shall be construed broadly to include the place where the following types of commonly-known garage or shop activities occur: tune-up and muffler work, parts and tire sales and installation, wheel and brake work, engine and transmission overhaul, and installation of car alarms and car stereos. "Motor vehicle repair garage" shall not include automobile wrecking, dismantling, or salvage, motor vehicle body and fender shops, or tire retreading or recapping.

Vehicle, Service. A business establishment primarily engaged in the retail sale of vehicle fuel station and lubricants. This classification includes facilities having service bays for vehicle service and repair. Such service and repair may include the sale of tires, batteries, and other parts and products related to the operation of a motor vehicle; minor tune-up; lubrication and parts replacement; non-mechanical car-washing, polishing, and waxing; and other light work related to preventive maintenance and upkeep, but may not include maintenance and repair of large trucks or other large vehicles, or body and fender work on any vehicles.

Vehicle Towing/Storage. A business establishment providing towing and/or storage of operative or inoperative vehicles. This classification includes the storage of parking tow-aways, impound yards, and storage lots for buses and recreational vehicles, but does not include vehicle dismantling.

Visual Obstruction. Any physical obstruction which limits the visibility of persons in motor vehicles or pedestrians approaching intersecting or intercepting streets, alleys, driveways, or other public rights-of-way.

W

Wall or Fence. A structure forming a physical barrier, including, but not limited to, concrete, concrete block, wood, or other materials which are solid and are so assembled as to form a barrier.

Warehouse Retail. An off-price or wholesale retail/warehouse establishment exceeding 70,000 square feet of gross floor area and offering a full range of general merchandise to the public.

Warehouse Retail, Specialty. An off-price or wholesale retail/warehouse establishment exceeding 30,000 square feet of gross floor area and offering a limited range of merchandise, serving both wholesale and retail customers.

Washroom. Any building, which contains individual laundry facilities and/or bathroom facilities but does not include kitchen facilities.

Wholesaling, Distribution and Storage. A business engaged in storage and distribution and having five or fewer heavy trucks (having a rating of more than 10,000 pounds and/or an unladen weight of more than 6,000 pounds) on the premises at any one time. Wholesaling establishments may include no more than ten percent or 1,000 square feet of floor area, whichever is less, for the incidental direct sale to consumers of only those goods distributed wholesale. This classification excludes "Mini-warehouses or self-storage facilities" and "Vehicle towing/storage."

Wholesale Dry-Cleaning Plant. A dry-cleaning establishment having at least 51 percent of its gross sales to licensed dry cleaners.

Wind Energy Conversion System. A machine and or equipment that creates electricity from wind energy.

X

Y

Yard. An open space on a lot or parcel of land, other than a court, unoccupied and unobstructed by a building from the ground upward.

Yard, Front. A yard extending across the full width of the lot or parcel of land. The depth of a required front yard shall be a specified horizontal distance between the front lot line, where the front lot line is coterminous with the street line, and the front elevation of the structure located on the parcel.

Yard, Rear. A yard extending across the full width of the lot or parcel of land. The depth of a required rear yard shall be a specified horizontal distance between the rear lot line and a line parallel thereto on the lot or parcel of land.

Yard, Side. A yard extending from the required front yard, or the front lot line where no front yard is required, to the required rear yard or the rear lot line where no rear yard is required. The width of a required side yard shall be a specified horizontal distance between each side lot line and a line parallel thereto on the lot or parcel of land. Where a side yard is bounded by a street, the width of such required side yard shall be a specified horizontal distance between the side lot line on the street side, where said side lot line is coterminous with the street line of a fully-widened street or the ultimate street line of a partially-widened street, and a line parallel thereto on the lot or parcel of land.

Z

Zoning Map. The Official Zoning Map delineating the boundaries of zones within the City of Beaumont.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020; Ord. No. 1137 , § 5(Exh. B), 8-3-2021; Ord. No. 1141 , § 6(Exh. B), 10-5-2021; Ord. No. 1142 , § 5(Exh. B), 10-19-2021)

Chapter 17.15 ACCESSORY DWELLING UNITS (ADUs) AND JUNIOR ACCESSORY DWELLING UNITS (JADUs)

17.15.010. Purpose.

The purpose of this Chapter is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with Government Code Sections 65852.2 and 65852.22.

17.15.020. Applicability.

A. This Chapter establishes standards for ADUs and JADUs where allowed by Sections 17.03.120 (Permitted uses for Base Zone Districts), 17.03.150 (Permitted uses for Overlay Zone Districts), and 17.19.120 (Permitted uses for Downtown Base Zone Districts).

B. Where this Chapter does not contain a particular standard or procedure, applicable standards and procedures in this Zoning Code shall apply unless otherwise stated.

C. An ADU or JADU that conforms to the development standards in this Chapter is deemed to be an accessory use and shall not count towards the overall density for the lot on which it is located.

17.15.030. Number of Unit Types Allowed.

A. Single-Family Dwellings. On lots with an existing or proposed single-family dwelling, up to one ADU and one JADU shall be allowed.

B. Multifamily Dwellings. On lots with existing or proposed attached multifamily dwellings, the following shall be allowed:

   1. Up to two detached ADUs, provided each detached ADU is no more than 16 feet in height and has side and rear yard setbacks of at least four feet; and

   2. Non-habitable portions of the existing main structure may be converted to an ADU(s) provided that the maximum number of such ADUs shall not exceed 25 percent of the number of multifamily units, and each ADU complies with Building Code standards.

17.15.040. Permit Process, Timing, and Fees.

A. *Administrative Plot Plan Required.* ADUs and JADUs shall require plot plan approval by the Community Development Director subject to the finding that the ADU or JADU complies with this Zoning Code and Government Code Sections 65852.2 and 65852.22 as applicable. A building permit shall also be required for construction of an ADU or JADU.

B. *Ministerial Review Required.*

1. The City shall act on an application to create an ADU or JADU, either by approving the application or sending a notice of deficiency, within 60 days of receipt of a complete application. Such applications resubmitted in response to a notice of deficiency shall be approved or a notice of deficiency sent within 60 days.
2. When an application to create an ADU or JADU is submitted with a permit application to create a new single-family dwelling on the lot, the City may delay acting on the permit application for the ADU or JADU until the City acts on the permit application to create the new single-family dwelling, but the application to create the ADU or JADU shall be considered ministerially without discretionary review or a hearing.

C. *Impact and Utility Fees.* Prior to issuance of a building permit for an ADU or JADU, the applicant shall pay all applicable fees.

1. No impact fees shall be imposed on a JADU or an ADU less than 750 square feet in size.
2. Impact fees charged for ADUs greater than or equal to 750 square feet shall be charged proportionately in relation to the square footage of the primary unit (e.g., the floor area of the ADU, divided by the floor area of the primary dwelling, times the typical fee amount charged for a new dwelling).
3. For the purposes of this section, "impact fee" means a "fee" as defined in Government Code Section 66000(b) and a fee specified in Government Code Section 66477. Impact fees do not include any connection fee or capacity charge for water or sewer service.
4. If an ADU or JADU is constructed with a new single-family home, a separate utility connection directly between the ADU or JADU and the utility and payment of the normal connection fee and capacity charge for a new dwelling shall be required.
5. Installation of a separate direct connection between an ADU or JADU contained within an existing structure and the utility shall not be required. ADUs not within an existing structure shall be required to install a new or separate utility connection and be charged a connection fee and/or capacity charge. These charges shall be proportionate to the burden imposed by the ADU on the water or sewer system based upon either its size or number of plumbing fixtures as determined by the City.

17.15.050. General ADU and JADU Requirements.

A. *No Separate Conveyance.* An ADU or JADU may be rented, but no ADU and JADU may be sold or otherwise conveyed separately from the primary dwelling unit, nor shall the lot containing the ADU or JADU be subdivided, unless the property was built or developed by a qualified nonprofit corporation and all provisions of Government Code Section 65852.26 are met.

B. *Short-Term Rental Use Prohibited.* No ADU or JADU may be rented for a term that is shorter than 30 days.

C. *No Minimum Parcel Size.* No minimum parcel size shall be required to establish an ADU or JADU.

D. *Minimum Unit Size.* The minimum size of an ADU or JADU is 150 square feet ("efficiency unit" per Health and Safety Code Section 17958.1).

E. *Entrances.* The main entrance to an attached ADU or the exterior entry of a JADU may not be located on the front of the primary unit.

F. *Second Story Units.* New second-story windows in an ADU or JADU that are 25 feet or less from a property line shall incorporate at least one of the following:

   1. The proposed second-story window of the ADU or JADU shall be positioned such that the window sill is at least five feet above finished floor; or

   2. The proposed second-story window of the ADU or JADU shall utilize frosted or obscured glass in the glazing portion of the window (i.e., glass that is patterned or textured such that objects, shapes, and patterns beyond the glass are not easily distinguishable).

G. *Colors and Materials.* An ADU shall have matching colors and materials as the primary dwelling unit (i.e., use of the same wall and trim material or wall and trim material that visually appears the same as the primary dwelling unit, including color and texture).

H. *Fire Sprinkler Requirements.* ADUs and JADUs shall not be required to include fire sprinklers if they are not required for the primary residence.

I. *Existing Nonconforming Conditions.* An ADU or JADU shall not be required to correct a nonconforming zoning condition. This does not prevent the City from enforcing compliance with applicable building standards in accordance with Health and Safety Code Section 17980.12.

J. *Rental Data.* The owner of the lot on which an ADU or JADU is located will be requested to participate in the City's monitoring program to determine rent levels of ADUs and JADUs for the City's Regional Housing Needs Allocation reporting.

K. *Deed Restriction.* A deed restriction shall be recorded against the lot containing the ADU or JADU with the Riverside County recorder's office prior to issuance of any certificate of occupancy for the ADU or JADU. The deed restriction shall run with the land and may be enforced against future property owners. Among other requirements, the deed restriction shall state that the ADU or JADU may not be transferred or sold separately from the primary dwelling. The form of the deed restriction shall be provided by the City.

L. *ADU Removal.* If an ADU or JADU is removed or converted to another use after a certificate of occupancy has been issued for the ADU or JADU, any deviations from development standards (e.g., setbacks, parking) or exemptions granted specific to the ADU or JADU use (e.g., reduced or exempt fees) shall be brought into compliance with the standards and regulations in effect at the time. Upon approval of the reversion request by the City, the deed restriction applicable to the ADU or JADU shall be rescinded from title.

17.15.060. Additional Accessory Dwelling Unit (ADU) Standards

A. *Maximum Size.* The maximum size of a detached or attached ADU is 850 square feet for a studio or one-bedroom unit and 1,200 square feet for an ADU with two or more bedrooms.

1. ADUs created from the conversion of existing space may exceed these size limits.
2. An addition of up to 150 square feet to accommodate ingress and egress for an ADU created from the conversion of an existing accessory structure shall be exempt from the maximize size standard.

B. *Setbacks*

1. Front setbacks shall be those established by the applicable zone district.
2. Minimum side and rear setbacks shall be four feet or the setback for the applicable zone district, whichever is less.
3. If a detached ADU would be constructed in the same location and to the same dimensions as an existing structure, the ADU may maintain the same setbacks as the existing structure.

C. *Height.* Height shall not exceed the height of the main unit or 16 feet, whichever is greater.

D. *Parking.*

1. One off-street parking space shall be provided for each ADU. The parking space may be provided as tandem parking and may be located in setbacks, but not in the front yard unless on the driveway.
2. When a garage, carport, or covered parking structure is demolished in conjunction with construction of an ADU or is converted to an ADU, those off-street parking spaces shall not be required to be replaced.
3. Parking for an ADU shall not be required in the following situations:
    a. The ADU is located within one-half mile walking distance of public transit.
    b. The ADU is located within an architecturally and historically significant historic district.
    c. The ADU is part of the proposed or existing primary residence or an existing accessory structure.
    d. When on-street parking permits are required but not offered to the occupant of the ADU.
    e. When there is an established car share vehicle stop located within one block of the ADU.

E. *Design.*

1. A newly constructed detached ADU shall be located behind the street-facing façade of the primary unit.

2. When a garage is converted to an ADU, the garage door shall be removed and replaced with either windows or a door (provided the door does not face the street if it is an attached ADU). Windows and doors shall be of the same size, proportion, and spacing as the primary dwelling unit.
3. A solid fence six feet in height or vegetative screening/plantings of species with a mature height of at least 10 feet shall be located or constructed along interior side and rear property lines adjacent to the ADU if the ADU is located less than 10 feet from respective property lines.

F. *Other Standards.* Lot coverage, open space, and floor area ratio limitations, where applicable, shall not preclude the development of an ADU of up to 800 square feet and 16 feet in height with a minimum of four-foot side and rear setbacks.

17.15.070. Additional Junior Accessory Dwelling Unit (JADU) Standards

A. JADUs shall be subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property shall reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, this owner-occupancy requirement does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

B. JADUs shall have both interior access to the primary dwelling unit and an exterior door.

C. Parking shall not be required for a JADU.

DEFINITIONS

17.14.030 Definitions (A through Z).

The following definitions will be added alphabetically to Section 17.14.030, Definitions (A through Z).

Accessory Dwelling Unit (ADU). An attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:

1. An efficiency unit, as defined by Section 17958.1 of the California Health and Safety Code.
2. A manufactured home, as defined at Section 18007 of the California Health and Safety Code.

Accessory Structure. A structure that is accessory and incidental to a dwelling located on the same lot.

Efficiency Kitchen. A kitchen that includes the following:

1. A cooking facility with appliances that can run on standard 120 volt outlets or natural or propane gas;
2. A food preparation counter;
3. Storage cabinets that comply with minimum building code standards; and
4. May include a single basin sink with a maximum waste line diameter of 1.5 inches.

Junior Accessory Dwelling Unit (JADU). A residential unit that is consistent with the following:

1. Is no more than 500 square feet in size;
2. Is contained entirely within an existing or proposed single-family structure;
3. Includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure; and
4. Includes an efficiency kitchen.

Public transit. A location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

Tandem parking. Two or more automobiles parked on a driveway or in any other location on a lot, lined up behind one another.

Chapter 17.19 DOWNTOWN ZONE DISTRICTS

17.19.010 Purpose and authority.

The purpose of this Chapter 17.19 is to accomplish the following:

- To implement the Downtown Area Plan of the City of Beaumont General Plan and the Land Use Policy Map;
- To identify and describe the land use designations delineated on the City of Beaumont Official Zoning Map;
- To indicate the development standards for each of the Zone Districts; and
- To identify the range of uses permitted within each Zone District.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.19.020 Establishment of zone districts.

For the purpose of providing a uniform basis for this Zoning Ordinance, the following zone classifications may be applied to those parcels located within the City of Beaumont Downtown boundaries:

Downtown Mixed Use Zone (DMU Zone)

Beaumont Mixed Use Zone (BMU Zone)

Sixth Street Mixed Use Zone (SSMU Zone)

Sixth Street Mixed Use - Residential Zone (SSMU-R Zone)

Local Commercial Zone (LC Zone)

Downtown Residential Multifamily Zone (DMF Zone)

Other zone classifications that apply to Downtown, which are governed by Chapter 17.03, are as follows:

Residential, Single Family Zone (R-SF Zone)

Residential, Traditional Neighborhood Zone (R-TN Zone)

Public Facilities Zone (P-F Zone)

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.19.030 Zoning map.

The location and boundaries of the various zones within Downtown are delineated on the zoning map of the City of Beaumont. Figure 17.19-1 illustrates the zone districts for Downtown. All property within the Downtown, public and private, is assigned a specific Zone designation and its location and extent is noted on the official zoning map. The use of all property must be in accordance with the Zoning designations delineated on the zoning map and pursuant to the provisions of this Zoning Code.

A. *Use of Zoning Map and Classifications.* The requirements that are applicable to each Zone classification is specifically set forth in subsequent articles of this ordinance.

B. *Uncertainty in Cartography.* Where uncertainty exists as to the boundaries of any zone, the following rules shall apply:

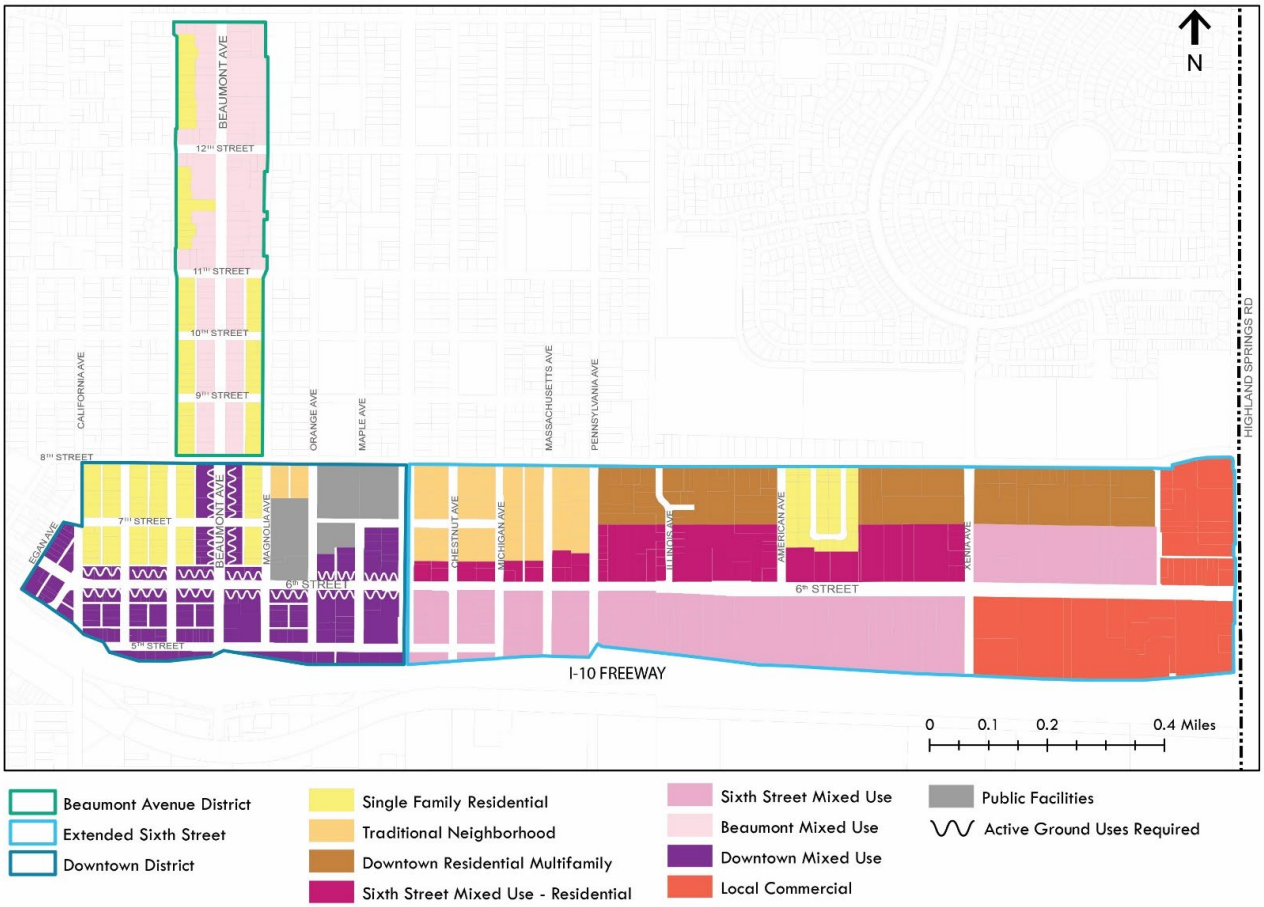
1. *Cartography.* Where boundaries are indicated as approximately following street lines, alley lines, or lot lines, such lines shall be construed to be such boundaries.

2. *Easements and Rights-of-Way.* Dedicated streets, alleys, freeways, or railroad rights-of-way shall be deemed to be unclassified.

3. *Vacated or Abandoned Property.* If any public street, alley or other right-of-way is vacated or abandoned, the land formerly in such street, alley or right-of-way shall be included within the Zoning of the adjoining property on each side.

4. *Amendments to the Official Zoning Map.* Changes in boundaries of Zones shall be made by ordinance (as described in Section 17.02). All amendments to the zoning map shall be noted on the Map with the date of the amendment and references to the amending ordinance.

Figure 17.19-1. Downtown Zones



(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.19.040 Downtown Mixed Use Zone (DMU Zone).

The Downtown Mixed Use (DMU) Zone is intended to provide for a rich and diverse mixture of office, retail, commercial, civic, entertainment, and cultural activities in a lively, thriving, high-quality pedestrian environment which incorporates mixed use development. Active and retail uses are required along the Sixth Street (between California and Palm Avenues) and Beaumont Avenue (between 5th and 8th Street) street frontages to create a walkable, pedestrian-oriented and vibrant environment. This Zone is also intended to allow for residential uses on the upper floors (residential uses are not permitted on the first floor along Sixth Street and Beaumont Avenue to ensure that the Downtown character is maintained).

A. *Downtown Mixed Use Zone, Permitted Uses.* The uses permitted under this Zone District are identified in Table 17.19-1 of this Section.

B. *Downtown Mixed Use Zone, Conditional Uses.* The uses conditionally permitted under this Zone District are identified in Table 17.19-1 of this Section. Such uses require the approval of a conditional use permit.

C. *Downtown Mixed Use Zone, Development Standards.* The following standards shall apply to the Downtown Mixed Use Zone (DMU Zone):

1. *Lot Area and Dimensions.* No minimum requirement.

2. *Setbacks and Yards.* The following setback requirements are applicable to the Downtown Mixed Use Zone (DMU Zone):

a. *Front Yard Setbacks.* No front yard setback is required for commercial uses; five-foot maximum setback for residential development.

b. *Rear Yard Setbacks.* No rear yard setback is required, except when adjacent to single family residential use. The rear yard setback is 20 feet when adjacent to single family residential use.

c. *Side Yard Setbacks.* No side yard setback is required, except when adjacent to single family residential use. The side yard setback is 15 feet when adjacent to single family residential use.

d. *Freeway Setbacks for Residential Uses.* Residential uses shall have a minimum setback of 500 feet from Interstate 10.

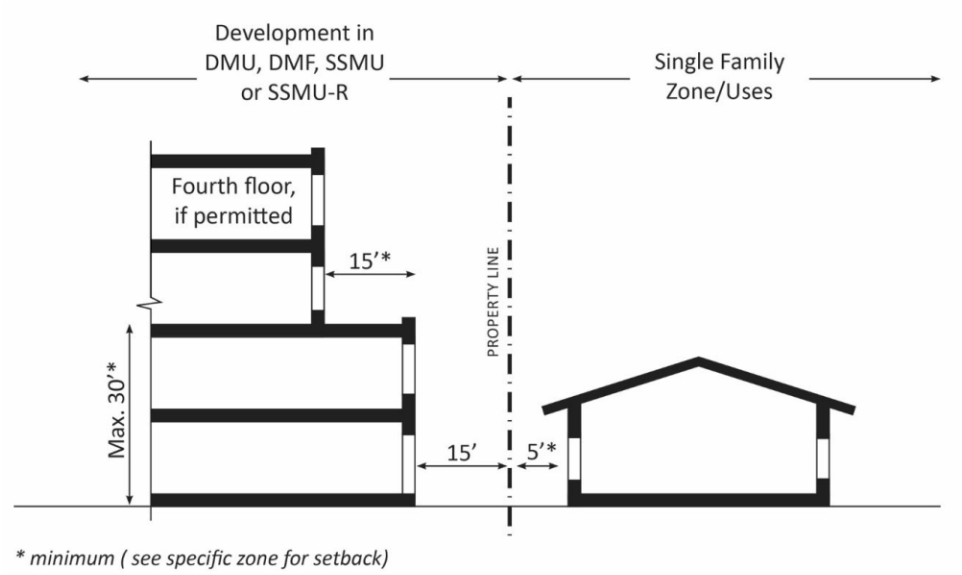
3. *Density.* The maximum density shall be 15 units per acre.

4. *Floor Area Requirements.* The maximum permitted floor area ratio is 0.35. The floor area ratio standard applies to non-residential uses only.

5. *Building Height.* In the Downtown Mixed Use Zone (DMU Zone), the maximum height of any building shall not exceed 3 stories or 45 feet.

6. *Step back from Adjacent Residential.* New development when sited next to single-family uses shall step back upper floors (third and higher) an additional 15 feet to maintain solar access and privacy for adjacent single family residential uses. See Figure 17.19-2.

Figure 17.19-2. Step Back from Adjacent Residential Uses



D. *Downtown Mixed Use Zone, Off street Parking.* Automobile storage space shall be provided as indicated in Chapter 17.05.

E. *Downtown Mixed Use, Landscaping.* The provisions of Chapter 17.06 of this ordinance shall apply, except where they conflict with standards allowed in this Zone (e.g., no front yard setback).

F. *Downtown Mixed Use Zone, Signs.* The provisions of Chapter 17.07 of this ordinance shall apply.

~~G. *Accessory Dwelling Units.* Accessory dwelling units are allowed consistent with the standards applicable to the DMU Zone and State law.~~

~~H~~G. *Street Trees.* A minimum of one tree shall be located along every 40 feet of street frontage. Street trees shall comply with applicable standards in Section 17.06.110 (Street trees).

~~I~~H. *Adjacency to Interstate 10.* The following standards apply to development that are within 500 feet of Interstate 10 as measured from its right-of-way:

1. Locate occupied open space areas (play areas, courtyards, patios, balconies, etc.) as far from the freeway as possible when the size of the site permits.
2. Prioritize the location of non-habitable uses, such as parking structures and building areas not calculated in floor area, nearest the freeway.
3. Screen the project site with substantial vegetation and/or a wall barrier.
4. Provide special noise mitigation for residential uses in this zoning district that are within 500 feet of Interstate 10.

~~J~~I. *Supplemental Standards.* These Supplemental Standards apply to development within DMU Zone:

1. *Limitations on Location of Parking.* Above ground parking shall not be located within 40 feet of a street facing property line unless the Director makes the following findings:
   a. The site is small and/or constrained such that underground parking or surface parking located more than 40 feet from the street is not feasible; and

b. The parking area located within 40 feet of the street is landscaped along the street with a hedge, trellis, and/or landscaping consistent with Chapter 17.06.

2. *Building Transparency/Required Openings.* Exterior walls facing and within 20 feet of a front or street side property line shall include windows, doors, or other openings for at least 50 percent of the building wall area located between two and one-half and seven feet above the level of the sidewalk. Such walls may run in a continuous plane for no more than 30 feet without an opening.

   a. *Design of openings.* Openings fulfilling this requirement shall have transparent glazing and provide views into display areas, sales areas, work areas, lobbies, or similar active spaces, or into window displays that are at least three feet deep.

   b. *Exceptions.* The following are exempt from this requirement:

      1. Residential uses; and

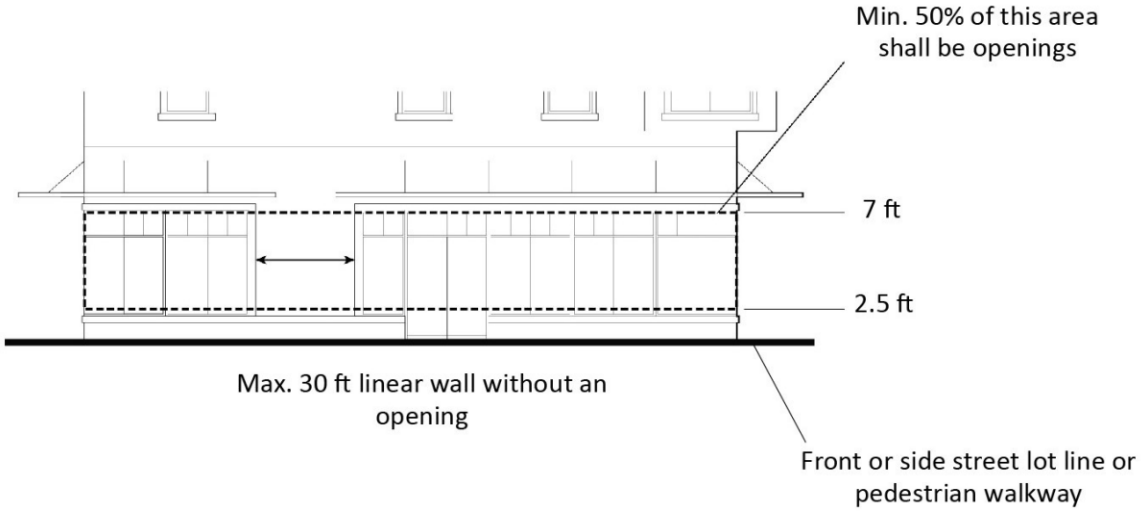
      2. Multi-level garages.

   c. *Reductions.* This requirement may be reduced or waived if the Director makes the following findings:

      1. The proposed use has unique operational characteristics with which providing the required transparency and openings is incompatible; and

      2. Street-facing building walls will exhibit architectural relief and detail and will be enhanced with landscaping to create visual interest at the pedestrian level.

Figure 17.19-3. Building Transparency/Required Openings Exhibit



3. *Building Orientation.* Building frontages shall be generally parallel to streets and pedestrian walkways.

4. *Building Entrances.* The primary building entrance shall face a public sidewalk. Buildings located in the interior of a site shall have the primary entrance face a pedestrian walkway that is connected to a public sidewalk.

5. *Wall Plane Modulation.* All street-facing façades shall have at least one horizontal or vertical projection or recess at least two feet in width and depth, for every 50 horizontal feet of wall.

6. *Pedestrian Access.* On-site pedestrian circulation and access shall be provided consistent with the following standards.

   a. *Internal connections.* A system of pedestrian walkways shall connect all buildings on a site to each other, to on-site automobile and bicycle parking areas, and to any on-site open space areas or pedestrian amenities.

   b. *To circulation network.* Regular connections between on-site walkways and the public sidewalk and other planned or existing pedestrian routes or trails shall be provided. An on-site walkway shall connect the primary building entry or entries to a public sidewalk on each street frontage.

   c. *To neighbors.* Direct and convenient access shall be provided to adjoining residential and commercial areas to the maximum extent feasible while still providing for safety and security.

   d. *To transit.* Safe and convenient pedestrian connections shall be provided from transit stops to building entrances.

   e. *Pedestrian walkway design.*

      1. Walkways shall be a minimum of six feet wide, shall be hard-surfaced, and paved with permeable materials. Walkway widths may be reduced to three feet wide for small lot development (Section 17.11.030.D).

      2. Where a required walkway crosses a driveway, parking area, or loading area, it must be clearly identified using a raised crosswalk, a different paving material, or a similar method.

      3. Where a required walkway is parallel and adjacent to an auto travel lane, it shall be raised or separated from the auto travel lane by a raised curb at least four inches high, bollards, or another physical barrier.

7. *Public Open Space Requirement.* Developments with 50,000 square feet or more of non-residential floor area on sites of five acres or larger shall provide open space consistent with the following:

   a. Forty square feet of open space shall be provided for every 1,000 square feet of nonresidential floor area for the first 100,000 square feet of non-residential floor area, plus 20 square feet of open space for every 1,000 square feet of non-residential floor area over 100,000 square feet.

   b. Such open space shall be visible and accessible from a public street, or from on-site areas normally frequented by customers and shall be accessible during business hours. Areas within required setbacks may count towards the open space requirement.

   c. Such open space shall have a minimum dimension of 40 feet.

   d. Amenities shall be included that enhance the comfort, aesthetics, or usability of the space, including trees, landscaping, shade structures, seating (e.g., fixed seating, planter ledges, etc.), lighting, drinking fountains, public art, or performance areas.

   e. The surface of the open space shall allow for convenient outdoor activity, recreation, and/or gathering. Such surface may be plant or hardscape material, or a combination thereof.

8. Additional standards listed in Section 17.03.065.IJ apply to multiple family developments, multiple family residential components of mixed-use developments, and attached single unit developments, in the DMU Zone.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.19.050 Beaumont Mixed Use Zone (BMU Zone).

The Beaumont Mixed Use Zone is intended to facilitate Beaumont Avenue corridor's transition to a mixed-use district with a mix of professional office, limited commercial uses and residential uses that are compatible with the abutting single-family residences to the east and west. Development is intended to be less intense than the DMU zoning district in keeping with the scale of surrounding development.

A. *Beaumont Mixed Use Zone, Permitted Uses.* The uses permitted under this Zone District are identified in Table 17.19-1 of this Section.

B. *Beaumont Mixed Use Zone, Conditional Uses.* The uses conditionally permitted under this Zone District are identified in Table 17.19-1 of this Section. Such uses require the approval of a conditional use permit.

C. *Beaumont Mixed Use Zone, Development Standards.* The following standards shall apply to the Beaumont Mixed Use Zone (BMU Zone):

1. *Lot Area and Dimensions.* No minimum lot size required.

2. *Setbacks and Yards.* The following setback requirements are applicable to the Beaumont Mixed Use Zone (BMU Zone):

a. *Front Yard Setbacks.* The minimum front yard setback is 5 feet and the maximum front yard setback is 20 feet. In no event shall a residence be situated in such a manner as to result in a distance of less than 20 feet between the back of a sidewalk and the face of a garage door.

b. *Rear Yard Setbacks.* The minimum rear yard setback is 10 feet, except when adjacent to a single family residential use. The rear yard setback is 20 feet when adjacent to single family residential use.

c. *Side Yard Setbacks.* The minimum side yard setback is 5 feet, except when adjacent to single family residential use. The side yard setback is 15 feet when adjacent to single family residential use.

3. *Density.* The maximum density shall be 10 units per acre.

4. *Floor Area Requirements.* The maximum permitted floor area ratio is 0.35. The floor area ratio standard applies to non-residential uses only.

5. *Building Height.* In the Beaumont Mixed Use Zone (BMU Zone), the maximum height of any building shall not exceed 2 stories or 35 feet.

D. *Beaumont Mixed Use Zone, Off street Parking.* Automobile storage space shall be provided as indicated in Chapter 17.05.

E. *Beaumont Mixed Use, Landscaping.* The provisions of Chapter 17.06 of this ordinance shall apply, except where they conflict with standards allowed in this Zone.

F. *Beaumont Mixed Use Zone, Signs.* The provisions of Chapter 17.07 of this ordinance shall apply.

~~G. *Accessory Dwelling Units.* Accessory dwelling units are allowed consistent with the standards applicable to the BMU Zone and State law.~~

~~H~~G. *Street Trees.* A minimum of one tree shall be located along every 40 feet of street frontage. Street trees shall comply with applicable standards in Section 17.06.110 (Street trees).

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.19.060 Sixth Street Mixed Use Zone (SSMU Zone).

The Sixth Street Mixed Use Zone is intended to provide for commercial and multifamily residential uses along Sixth Street, east of Palm Avenue either as stand alone or in a mixed use setting. The permitted uses and development standards are intended to be conducive to a compact, mixed use, and walkable environment and supportive of the Downtown retail environment west of Palm Avenue.

A. *Sixth Street Mixed Use Zone, Permitted Uses.* The uses permitted under this Zone District are identified in Table 17.19-1 of this Section.

B. *Sixth Street Mixed Use Zone, Conditional Uses.* The uses conditionally permitted under this Zone District are identified in Table 17.19-1 of this Section. Such uses require the approval of a conditional use permit.

C. *Sixth Street Mixed Use Zone, Development Standards.* The following standards shall apply to the Sixth Street Mixed Use Zone (SSMU Zone):

1. *Lot Area and Dimensions.* Lot sizes for the Sixth Street Mixed Use Zone (SSMU Zone) shall not be less than 10,000 square feet with a minimum average lot depth of 100 feet and a minimum average lot width of 80 feet.

2. *Setbacks and Yards.* The following setback requirements are applicable to the Sixth Street Mixed Use Zone (SSMU Zone):

a. *Front Yard Setbacks.* The minimum front yard setback is 5 feet and the maximum front yard setback is 10 feet.

b. *Rear Yard Setbacks.* The minimum rear yard setback is 10 feet, except when adjacent to a single family residential use. The rear yard setback is 20 feet when adjacent to single family residential use.

c. *Side Yard Setbacks.* The minimum side yard setback is 5 feet, except when adjacent to single family residential use. The side yard setback is 15 feet when adjacent to single family residential use.

d. *Freeway Setbacks for Residential Uses.* Residential uses shall have a minimum setback of 500 feet from Interstate 10.

3. *Density.* The maximum density shall be 22 units per acre.

4. *Floor Area Requirements.* The maximum permitted floor area ratio is 0.5. The floor area ratio standard applies to non-residential uses only.

5. *Building Height.* In the Sixth Street Mixed Use Zone (SSMU Zone), the maximum height of any building shall not exceed 4 stories or 60 feet, except as noted below.

6. *Step back from Adjacent Residential.* New development when sited next to single-family uses shall step back upper floors (third and higher) an additional 15 feet to maintain solar access and privacy for adjacent single family residential uses. See Figure 17.19-2.

D. *Sixth Street Mixed Use Zone, Off street Parking.* Automobile storage space shall be provided as indicated in Chapter 17.05.

E. *Sixth Street Mixed Use, Landscaping.* The provisions of Chapter 17.06 of this ordinance shall apply, except where they conflict with standards allowed in this Zone (e.g., no front yard setback).

F. *Sixth Street Mixed Use Zone, Signs.* The provisions of Chapter 17.07 of this ordinance shall apply.

~~G. *Accessory Dwelling Units.* Accessory dwelling units are allowed consistent with the standards applicable to the SSMU Zone and State law.~~

~~H~~G. *Street Trees.* A minimum of one tree shall be located along every 40 feet of street frontage. Street trees shall comply with applicable standards in Section 17.06.110 (Street trees).

~~I~~H. *Adjacency to Interstate 10.* The following standards apply to development that are within 500 feet of Interstate 10 as measured from its right-of-way:

1. Locate occupied open space areas (play areas, courtyards, patios, balconies, etc.) as far from the freeway as possible when the size of the site permits.
2. Prioritize the location of non-habitable uses, such as parking structures and building areas not calculated in floor area, nearest the freeway.
3. Screen the project site with substantial vegetation and/or a wall barrier.
4. Provide special noise mitigation for residential uses in this zoning district that are within 500 feet of Interstate 10.

~~J~~I. *Supplemental Standards.* Additional standards listed in Section 17.19.040.I~~J~~ apply in the SSMU Zone.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.19.070 Sixth Street Mixed Use—Residential Zone (SSMU-R Zone).

The Sixth Street Mixed Use—Residential Zone (SSMU-R Zone) is intended to provide for multifamily residential and commercial uses along the north side of Sixth Street, east of Palm Avenue. Multifamily residential uses are required, either as stand alone or in a mixed use setting. The permitted uses and development standards are intended to be conducive to a compact, mixed use, and walkable environment and supportive of the Downtown retail environment west of Palm Avenue.

A. *Sixth Street Mixed Use—Residential Zone, Permitted Uses.* The uses permitted under this Zone District are identified in Table 17.19-1 of this Section.

B. *Sixth Street Use—Residential Zone, Conditional Uses.* The uses conditionally permitted under this Zone District are identified in Table 17.19-1 of this Section. Such uses require the approval of a conditional use permit.

C. *Sixth Street Mixed Use—Residential Zone, Development Standards.* The following standards shall apply to the Sixth Street Mixed Use—Residential Zone (SSMU-R Zone):

1. *Lot Area and Dimensions.* Lot sizes for the Sixth Street Mixed Use—Residential Zone (SSMU-R Zone) shall not be less than 10,000 square feet with a minimum average lot depth of 100 feet and a minimum average lot width of 80 feet.
2. *Setbacks and Yards.* The following setback requirements are applicable to the Sixth Street Mixed Use—Residential Zone (SSMU-R Zone):
   a. *Front Yard Setbacks.* The minimum front yard setback is 5 feet and the maximum front yard setback is 10 feet.

b. *Rear Yard Setbacks.* The minimum rear yard setback is 10 feet, except when adjacent to a single family residential use. The rear yard setback is 20 feet when adjacent to single family residential use.

c. *Side Yard Setbacks.* The minimum side yard setback is 5 feet, except when adjacent to single family residential use. The side yard setback is 15 feet when adjacent to single family residential use.

3. *Density.* The maximum density shall be 22 units per acre.

4. *Floor Area Requirements.* The maximum permitted floor area ratio is 0.5. The floor area ratio standard applies to non-residential uses only.

5. *Building Height.* In the Sixth Street Mixed Use—Residential Zone (SSMU-R Zone), the maximum height of any building shall not exceed 4 stories or 60 feet.

6. *Step back from Adjacent Residential.* New development when sited next to single-family uses shall step back upper floors (third and higher) an additional 15 feet to maintain solar access and privacy for adjacent single family residential uses. See Figure 17.19-2.

D. *Sixth Street Mixed Use—Residential Zone, Off street Parking.* Automobile storage space shall be provided as indicated in Chapter 17.05.

E. *Sixth Street Mixed Use—Residential Zone, Landscaping.* The provisions of Chapter 17.06 of this ordinance shall apply, except where they conflict with standards allowed in this Zone (e.g., no front yard setback).

F. *Sixth Street Mixed Use—Residential Zone, Signs.* The provisions of Chapter 17.07 of this ordinance shall apply.

~~G. *Accessory Dwelling Units.* Accessory dwelling units are allowed consistent with the standards applicable to the SSMU-R Zone and State law.~~

~~H~~G. *Street Trees.* A minimum of one tree shall be located along every 40 feet of street frontage. Street trees shall comply with applicable standards in Section 17.06.110 (Street trees).

~~I~~H. *Supplemental Standards.* Additional standards listed in Section 17.19.040.~~J~~I apply in the SSMU Zone.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.19.080 Downtown Residential Multifamily Zone (DMF Zone).

The Downtown Residential Multifamily Zone (DMF Zone) is intended to encourage walkable, transit ready residential development in the proximity to Downtown, and to facilitate further development of this land use type. This includes higher density housing that includes condominiums, townhomes, duplexes, patio apartments, senior housing and supporting ancillary facilities.

A. *Downtown Residential Multifamily Zone, Permitted Uses.* The uses permitted under this Zone District are identified in Table 17.19-1 of this Section.

B. *Downtown Residential Multifamily Zone, Conditional Uses.* The uses conditionally permitted under this Zone District are identified in Table 17.19-1 of this Section. Such uses require the approval of a conditional use permit.

C. *Downtown Residential Multifamily Zone, Development Standards.* The following standards shall apply to the Downtown Residential Multifamily Zone (DMF Zone):

1. *Lot Area and Dimensions.* Lot sizes for the Downtown Residential Multifamily Zone (DMF Zone) shall not be less than 6,000 square feet with an average lot width of 60 feet and a minimum average lot depth of 100 feet. Smaller lots may be allowed consistent with 17.11.030.D (Small Lot Development).

2. *Setbacks and Yards.* The following setback requirements are applicable to the Downtown Residential Multifamily Zone (DMF Zone):

    a. *Front Yard Setbacks.*

        1. The minimum front yard setback is 10 feet.

        2. The maximum front yard setback is 20 feet. The maximum setback requirement may be waived if the Director finds:

            a. Common plazas, courtyards, or outdoor amenity areas are located between the street and the building(s);

            b. The building(s) incorporates an entrance design that creates a welcoming entry feature facing the street; or

            c. A larger area is required to preserve existing mature trees or natural features.

    b. *Rear Yard Setbacks.* The minimum rear yard setback is 15 feet, except a minimum rear yard setback of 20 feet is required when adjacent to a single family residential use.

    c. *Side Yard Setbacks.*

        1. The minimum interior side yard setback is five feet, except corner lots shall have a minimum street side yard setback of 10 feet. The minimum interior side yard setback is increased to 15 feet if adjacent to a single family residential use and to 20 feet for a three-story building.

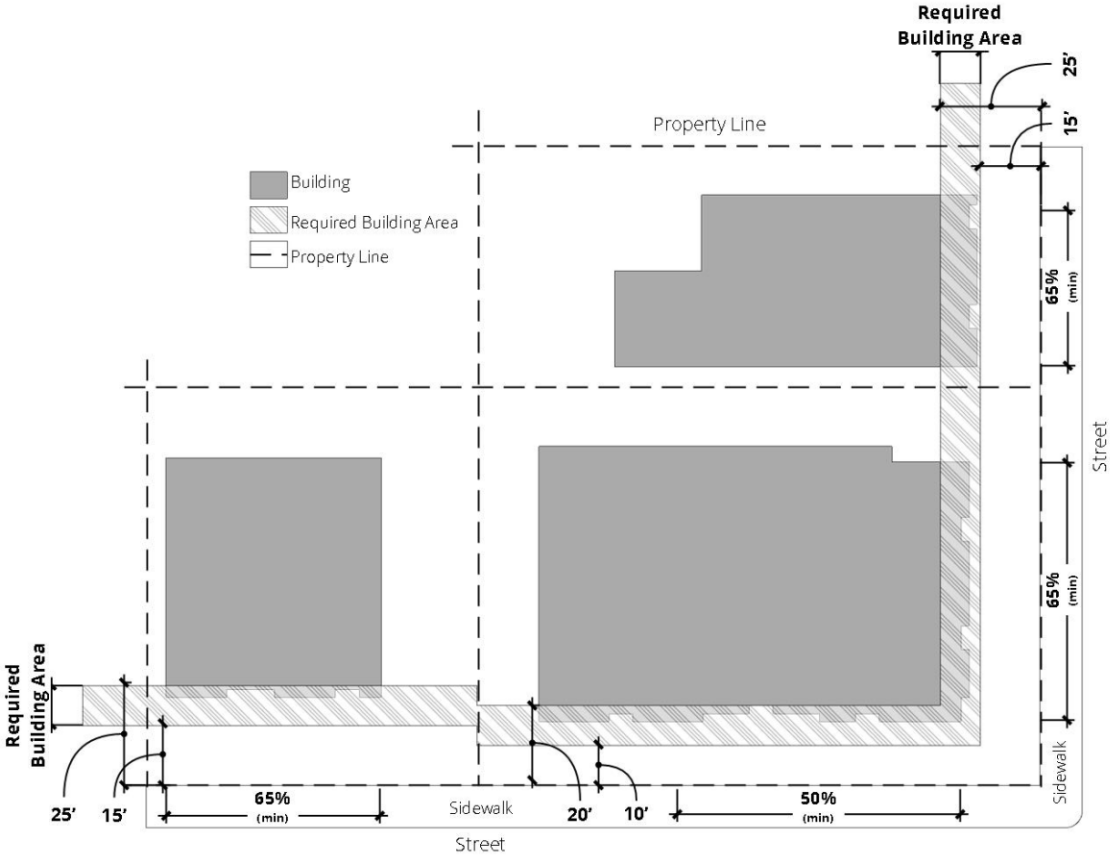
        2. The maximum street side yard setback is 20 feet. The maximum setback requirement may be waived if the Director makes the findings listed in subparagraph 17.19.080.C.2.a.2.

3. *Building Placement Requirements.*

    a. Building façade(s) shall extend a minimum of 65 percent of the street frontage for the area between the minimum and maximum front yard setbacks. For example, if a lot is 100 feet wide, 65 linear feet of the lot parallel to the street must be occupied by a building(s) that adheres to the maximum setback requirement.

    b. In the area between the minimum and maximum street side yard setback, 50 percent of the linear distance parallel to the street shall be occupied by a building façade(s).

Figure 17.19-4. Building Placement Requirements, DMF Zone



4. *Density.* The density shall not exceed 22 units per acre.

5. *Useable Yard Area (Open Space) Requirements.* The following minimum useable open space standards are applicable to development within the Downtown Residential Multifamily Zone (DMF Zone):

   a. For multifamily developments of fewer than 20 units, each unit shall have a minimum of 100 square feet of usable open space.

   b. For multifamily developments of 20 or more units, each unit shall have a minimum of 200 square feet of usable open space.

   c. The definition of useable open space and the method of computation is provided in Chapter 17.14 (see "Open Space, Useable").

6. *Building Height.* In the Downtown Residential Multifamily Zone (DMF Zone), the maximum height of any building shall not exceed 35 feet.

7. *Step back from Adjacent Residential.* New development when sited next to single-family uses shall step back upper floors (third and higher) an additional 15 feet to maintain solar access and privacy for adjacent single family residential uses. See Figure 17.19-2.

D. *Downtown Residential Multifamily Zone, Off street Parking.*

1. Parking shall not be located in the front setback unless the Director makes the following findings:

a. Buildings comply with the maximum front setback requirement;

b. The parking area located within the front setback is landscaped along the street with a hedge, trellis, and/or landscaping consistent with Chapter 17.06; and

c. Requirements in Chapter 17.05 are complied with.

2. Automobile storage space shall be provided as indicated in Chapter 17.05.

E. *Downtown Residential Multifamily Zone, Landscaping.* The provisions of Chapter 17.06 of this ordinance shall apply.

F. *Downtown Residential Multifamily Zone, Signs.* The provisions of Chapter 17.07 of this ordinance shall apply.

~~G. *Accessory Dwelling Units.* Accessory dwelling units are allowed consistent with the standards applicable to the DMF Zone and State law.~~

~~H~~G. *Street Trees.* A minimum of one tree shall be located along every 40 feet of street frontage. Street trees shall comply with applicable standards in Section 17.06.110 (Street trees).

~~I~~H. *Supplemental Multiple Family Development Standards.* Additional standards listed in Section 17.03.065.~~J~~I apply to multiple family developments, multiple family residential components of mixed-use developments, and attached single unit developments, in the DMF Zone.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.19.090 Local Commercial Zone (LC Zone).

The Local Commercial Zone (LC Zone) is intended to permit development that provides for a range of commercial service and retail land uses that are in proximity to residential neighborhoods consistent with the General Plan.

A. *Local Commercial Zone, Permitted Uses.* The uses permitted under this Zone District are identified in Table 17.19-1 of this Section.

B. *Local Commercial Zone, Conditional Uses.* The uses conditionally permitted under this Zone District are identified in Table 17.19-1 of this Section. Such uses require the approval of a conditional use permit.

C. *Local Commercial Zone, Development Standards.* The following standards shall apply to the Local Commercial Zone (LC Zone):

1. *Lot Area and Dimension.* Lots sizes for the Local Commercial Zone (LC Zone) shall not be less than 10,000 square feet with a minimum average lot depth of 100 feet and a minimum average lot width of 100 feet.

2. *Setbacks and Yards.* The following setback requirements are applicable to the Local Commercial Zone (LC Zone):

a. *Front Yard Setbacks.* The minimum front yard setback is 5 feet.

b. *Rear Yard Setbacks.* No rear yard setback is required, except when adjacent to single family residential use. The rear yard setback is 20 feet when adjacent to single family residential use.

c. *Side Yard Setbacks.* No side yard setback is required, except when adjacent to single family residential use. The side yard setback is 15 feet when adjacent to single family residential use.

3. *Lot Area Requirements.* The area occupied by all structures shall not exceed 50 percent of the lot area and the maximum permitted floor area ratio is 0.7.

4. *Building Height.* In the Local Commercial Zone (LC Zone), the maximum height of any building shall not exceed 60 feet.

D. *Local Commercial Zone, Off street Parking.* Automobile storage space shall be provided as indicated in Chapter 17.05.

E. *Local Commercial Zone, Landscaping.* The provisions of Chapter 17.06 of this ordinance shall apply.

F. *Local Commercial Zone, Signs.* The provisions of Chapter 17.07 of this ordinance shall apply.

G. *Supplemental Standards.*

1. *Limitations on Location of Parking.* Above ground parking shall not be located within 40 feet of a street facing property line unless the Director makes the following findings:

   a. The site is small and/or constrained such that underground parking or surface parking located more than 40 feet from the street is not feasible; or

   b. The design incorporates habitable space built close to the public sidewalk; and

   c. The parking area located within 40 feet of the street is landscaped along the street with a hedge, trellis, and/or landscaping consistent with Chapter 17.06.

2. *Building Transparency/Required Openings.* Exterior walls facing and within 20 feet of a front or street side property line shall include windows, doors, or other openings for at least 50 percent of the building wall area located between two and one-half and seven feet above the level of the sidewalk. Such walls may run in a continuous plane for no more than 30 feet without an opening. (Figure 17.19-3).

   a. *Design of openings.* Openings fulfilling this requirement shall have transparent glazing and provide views into display areas, sales areas, work areas, lobbies, or similar active spaces, or into window displays that are at least three feet deep.

   b. *Exceptions for parking garages.* Multi-level garages are exempt from this requirement.

   c. *Reductions.* This requirement may be reduced or waived if the Director makes the following findings:

      1. The proposed use has unique operational characteristics with which providing the required transparency and openings is incompatible; and

      2. Street-facing building walls will exhibit architectural relief and detail and will be enhanced with landscaping to create visual interest at the pedestrian level.

3. *Building Orientation.* Building frontages shall be generally parallel to streets and pedestrian walkways.

4. *Building Entrances.* The primary building entrance shall face a public sidewalk. Buildings located in the interior of a site shall have the primary entrance face a pedestrian walkway that is connected to a public sidewalk.

5. *Wall Plane Modulation.* All street-facing façades shall have at least one horizontal or vertical projection or recess at least two feet in depth, for every 50 horizontal feet of wall.

6. *Pedestrian Access.* On-site pedestrian circulation and access shall be provided consistent with the following standards.

a. *Internal connections.* A system of pedestrian walkways shall connect all buildings on a site to each other, to on-site automobile and bicycle parking areas, and to any on-site open space areas or pedestrian amenities.

b. *To circulation network.* Regular connections between on-site walkways and the public sidewalk and other planned or existing pedestrian routes or trails shall be provided. An on-site walkway shall connect the primary building entry or entries to a public sidewalk on each street frontage.

c. *To neighbors.* Direct and convenient access shall be provided to adjoining residential and commercial areas to the maximum extent feasible while still providing for safety and security.

d. *To transit.* Safe and convenient pedestrian connections shall be provided from transit stops to building entrances.

e. *Pedestrian walkway design.*

1. Walkways shall be a minimum of six feet wide, shall be hard-surfaced, and paved with permeable materials.

2. Where a required walkway crosses a driveway, parking area, or loading area, it must be clearly identified using a raised crosswalk, a different paving material, or a similar method.

3. Where a required walkway is parallel and adjacent to an auto travel lane, it shall be raised or separated from the auto travel lane by a raised curb at least four inches high, bollards, or another physical barrier.

7. *Public Open Space Requirement.* Developments with 50,000 square feet or more of non-residential floor area on sites of two acres or larger shall provide open space consistent with the following:

a. Forty square feet of open space shall be provided for every 1,000 square feet of nonresidential floor area for the first 100,000 square feet of non-residential floor area, plus 20 square feet of open space for every 1,000 square feet of non-residential floor area over 100,000 square feet.

b. Such open space shall be visible and accessible from a public street, or from on-site areas normally frequented by customers and shall be accessible during business hours. Areas within required setbacks may count towards the open space requirement.

c. Such open space shall have a minimum dimension of 40 feet.

d. Amenities shall be included that enhance the comfort, aesthetics, or usability of the space, including trees, landscaping, shade structures, seating (e.g., fixed seating, planter ledges, etc.), lighting, drinking fountains, public art, or performance areas.

e. The surface of the open space shall allow for convenient outdoor activity, recreation, and/or gathering. Such surface may be plant or hardscape material, or a combination thereof.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020)

17.19.120 Permitted uses for Downtown Base Zone Districts.

The permitted uses for the Base Zone Districts (identified in Section 17.19.040 through 17.19.090) are listed in Table 17.19-1.

Table 17.19-1
Permitted Land Uses for Base Zone Districts in Downtown

	DMU	*BMU*	*SSMU*	*SSMU-R*	*LC*	*DMF*
Administrative Professional Services						
Administrative/Professional Offices	P[1]	P	P	P	P	N
Advertising Agencies	P[1]	P	P	P	P	N
Architectural/Engineering/Design Services	P[1]	P	P	P	P	N
Attorney/Legal Services	P[1]	P	P	P	P	N
Business Management Services	P[1, 2]	P	P	P	P	N
Government Offices and Facilities	P[1, 2]	P[3]	P	P	P	N
Travel Agencies	P	P	P	P	P	N
Alcohol Service and Sales						
Bars or Cocktail Lounges[4]	C	N	C	C	C	N
Liquor Stores[4, 5]	C	C	C	C	C	N
Restaurants with Alcoholic Beverage Sales	C	C	C[6]	C[6]	C[6]	N
Automotive Services						
Automobile, Motorcycle, Truck, and Marine Craft Sales (New and Used)	N	N	P	C[6]	P	N
Automobile Parking Facilities	C	N	C	N	P	N
Automobile Rental Agencies	N	N	C[6]	N	P	N
Automobile Repair Facilities	N	N	C[6]	N	C	N
Body and Paint Shops	N	N	N	N	C	N
Car Wash	N	N	C	N	C	N
Gas/Service Stations	N	N	C[6]	C[6]	C	N
Limousine Services	N	N	C	N	P	N
Recharging Stations	Allowed (P) in any area designed for the parking or loading of vehicles.					
Tire Repair	N	N	N	N	P	N
Tire Store	N	N	N	N	P	N
Towing Services—With Indoor Vehicle Service	N	N	N	N	C	N
Towing Services—With Outdoor Vehicle Storage	N	N	N	N	C	N
Truck/Trailer Rentals	N	N	N	N	C	N
Communications Facilities						
Wireless Telecommunication Facility—Stealth	N	N	C	N	C	N
Radio and Television Broadcasting Studios	N	N	P[1, 7]	P[1, 7]	P	N
Recording and Sound Studios	C[1, 7]	C[1, 3]	P[1, 7]	P[1, 7]	P	N
Satellite Dishes (Non-Private)	P	P	P	P	P	N
Satellite Dishes (Private Use)	P	P	P	P	P	P
Ham Radio Antennae (Private Use)	P	P	P	P	P	P

Day Care Facilities						
Commercial Day Care Facilities (not in-home)	N	P	P	P	C	N
Day Care Centers, In Home—Small Family with 1 to 6 Children (as an accessory use in a residential unit)	P[1]	P	P	P	P	P
Day Care Centers, In Home—Large Family with 7 to 12 Children (as an accessory use in a residential unit)	C[1]	C	C	C	C	C
Educational Establishments						
Elementary, Junior, and High Schools/Private & Charter	C[2]	C	C	C	C	C
Elementary, Junior, and High Schools/Public	C[2]	C	P	C	C	C
Colleges or University	P[2]	N	P[1, 6]	N	P	N
Tutoring & Testing	P[1, 7]	P[3]	P[7]	P[7]	P	N
Vocational and Trade Schools	C[1, 7]	C[1, 3]	N	N	P	N
Food and Beverage Sales						
Bakeries	P[7]	P[3]	P[7]	N	P	N
Catering Businesses	P	P[3]	P	P	P	N
Convenience Markets	P	P[3]	P	P	P	N
Grocery Stores/Supermarkets	P	P[3]	P	P	P	N
Grocery Stores, Alcohol Sales	P	N	P	C	P	N
General Merchandise and Trade						
Antique Sales	P[7]	P[3]	P[7]	P	P	N
Appliances Sales	P[7]	P[3]	P[7]	N	P	N
Art Galleries, Studios and Supplies	P	P[3]	P	P	P	N
Beauty Supplies	P	P[3]	P	P	P	N
Book and Magazine Sales	P	P[3]	P	P	P	N
Building Materials with outdoor sales/storage	N	N	N	N	C	N
Camera and Photographic Supplies	P	P[3]	P	P	P	N
Candy Stores	P	P[3]	P	P	P	N
Cigar/Cigarette Shops[4]	P	P[3]	P	P	P	N
Clothing Stores	P	P[3]	P	P	P	N
Department Stores	P[8, 9]	N	P	P	P	N
Discount Stores	N	N	N	N	P	N
Electronic Equipment Sales	P	P[3]	P	P	P	N
Equipment Sales and Rentals (indoor storage only)	N	N	P	N	P	N
Equipment Sales and Rentals (outdoor storage)	N	N	C	N	C	N
Florists	P	P[3]	P	P	P	N
Freight Forwarding Services	N	N	N	N	P	N
Furniture and Home Furnishings	P	N	C	C	P	N
Garden Supply	P[7]	P[3]	P[7]	P[7]	P	N
Gifts, Crafts, and Novelties	P	P	P	P	P	N

Guns and Ammunition	C	N	C	N	P	N
Hardware Stores	P[7]	P[3]	P[7]	P[7]	P	N
Hobby, Toy and Game Stores	P	P[3]	P	P	P	N
Indoor Swap Meets	N	N	C[5]	C[5]	C	N
Jewelry Sales and Repair	P	P	P	P	P	N
Leather Goods	P	P	P	P	P	N
Luggage Sales	P	P	P	P	P	N
Office Equipment, Furniture and Supplies Sales	P[7]	P[3]	P[7]	P[7]	P	N
Pet Sales and Supplies	P[7]	N	P[7]	P[7]	P	N
Records, Tapes, and Videos	P[7]	P[3]	P	P	P	N
Retail, Other Specialty	P[7]	P[3]	P	P	P	N
Sporting Goods and Equipment	P[7]	P[3]	P[7]	P[7]	P	N
Surplus Stores	P[7]	P[3]	P	P	P	N
Thrift and Second-Hand Stores with donation drop off	C	C	C	C	C	N
Thrift and Second-Hand Stores without donation drop off	P[7]	P[3]	P[7]	P[7]	P[7]	N
Variety Stores	P[7]	P[3]	P[7]	P[7]	P	N
Wholesale Establishments	N	N	C	C	P	N
Lodging						
Bed and Breakfast Facilities	P[1]	C	C	C	P	C
Emergency Shelters	N	N	C	C	P	N
Hotels and Motels	P[1]	N	P	P	P	N
Low Barrier Navigation Centers	P	P	P	P	N	P
Residence Inns	P[1]	N	P	P	P	N
Single-Room Occupant (SRO) Facilities	P[1]	C	P	P	N	N
Supportive Housing	P[1]	P	P	P	C	P
Trailer Parks and Campsites	N	N	N	N	N	N
Transitional Housing	P[1]	~~C~~ P	P	P	~~N~~ C	~~N~~ P
Medical/Health Care						
Ambulance Services	N	N	N	N	P	N
Animal Hospitals/Veterinaries	P[2, 7, 9]	N	P	P	P	N
Clinics	P	P	P	P	P	N
Convalescent Homes	N	N	C	C	P	N
Chemical Dependency Clinics	N	N	N	N	C	N
Hospitals	N	N	N	N	P	N
Medical/Dental Offices	P[1]	P	P	P	P	N
Pharmacies	P[7]	P[3]	P	P[7]	P	N
Pharmacies with Drive-Through	N	N	C	C	P	N
Personal Services						
Banking, Credit Unions, Financial Services	P	P[3]	P	P	P	N
Barbers and Beauty Parlors	P	P	P	P	P	N
Check Cashing Services	P	N	P	P	P	N
Commercial Pet Grooming Services	P	N	P	N	P	N
Dry Cleaners	P	P	P	P	P	N
Funeral Parlors, Mortuaries	C[2]	N	N	C	P	N

Laundries, Laundromats	N	N	C	C[6]	P	N
Locksmith and Key Shops	P	P	P	P	P	N
Massage Establishments	P[1]	P	P	P	P	N
Pawnbrokers	C	N	C	C	C	N
Photocopying and Photo Developing Services	P[7]	P[3]	P[7]	P[7]	P	N
Photography Studios	P	P	P	P	P	N
Shoe Repair Shops	P	P	P	P	P	N
Tailors	P	P	P	P	P	N
Tattoo/Body Piercing Services	N	N	C	C	C	N
Public and Quasi-Public Uses						
Community Recreation Centers	P	C	P	P	P	P
Cultural Facilities	P	C	P	P	P	N
Libraries	P	P	P	P	P	N
Museums	P	C	C	C	P	N
Parks	P	P	P	P	P	P
Public Safety Facilities	P	P	P	P	P	P
Senior Citizen Activity Centers	P	P	P	P	P	P
Recreation and Entertainment						
Adult-Oriented Businesses	N	N	N	N	N	N
Amusement Parks	N	N	N	N	N	N
Athletic Fields	N	N	N	N	N	N
Batting Cages, Indoor	C[2, 8]	N	C	C[6, 8]	C	N
Batting Cages, Outdoor	N	N	N	N	C	N
Billiard and Pool Halls	C	N	C	N	C	N
Bowling Alleys	C[2]	N	C	C	P	N
Commercial Sports Facilities	N	N	C	C	C	N
Dance Studios	C	N	C	N	C	N
Golf Driving Ranges	N	N	N	N	N	N
Health Clubs and Gymnasiums	C[7]	C[3]	C[6, 7]	C[6, 7]	C	N
Miniature Golf Courses	N	N	N	N	C	N
Off-Road Mini-Bike and Motocross Courses	N	N	N	N	N	N
Public Auditorium/Auditoriums	C	N	C	C	C	N
Shooting Ranges (indoor)	N	N	C	N	N	N
Skating Rinks	N	N	C	C	P	N
Video Arcades	C	C	N	N	C	N
Recycling						
Collection Facilities	N	N	N	N	C	N
Processing Facilities	N	N	N	N	C	N
Religious Institutions						
Churches	C	C	P	P	C	C
Monasteries, Convents, or Similar Religious Quarters	C	C	P	P	C	C
Repair Services						
Electrical and Household Appliances Repair	N	N	C	C	P	N
Furniture Refinishing	N	N	N	N	P	N
Furniture Reupholstering	N	N	N	N	P	N

Lawnmower Repair/Sales Shops	N	N	C	N	P	N
Machine Shops	N	N	N	N	C	N
Welding Shops	N	N	N	N	C	N
Residential Uses						
Accessory Guest Houses	P	P	P	P	N	P
Accessory Dwelling Units	See Chapter 17.15.~~P~~ ~~P~~ ~~P~~ ~~P~~ ~~N~~ ~~P~~					
Boarding or Rooming Houses	C	N	C	C	N	C
Caretaker's Unit	P	P	P	P	P	P
Congregate Care Facilities	N	N	C	C	P	C
Day Care Centers, Small Family—1 to 8 Children	P[1]	P	P	P	N	P
Day Care Centers, Large Family—7 to 14 Children	P[1]	P	P	P	N	P
Duplexes	P	P	P	P	N	P
Employee/Farmworker Housing (6 or Fewer Persons)	N	P	N	N	N	P
Group or Community Care Facilities—6 or fewer persons	P[1]	P	P	P	P	P
Group or Community Care Facilities—7 or more persons	~~C[1]~~ P[1]	C	~~C~~ P	~~C~~ P	C	~~C~~ P
Home Occupation Businesses	P	P	P	P	N	P
Mobile Home Parks	N	N	N	N	C	N
Mobile Home or Manufactured Housing Units Single Lot	N	P	N	N	N	P
Multiple-Family, Apartments & Condominiums	P[1,10]	N	P[10]	P[10]	N	P[10]
Planned Residential Developments	P	P	P	P	N	P
Senior Housing Developments	P	P	P	P	N	P
Single-Family Dwellings	N	P[10]	N	N	N	P[10]
Restaurants						
Delicatessens	P	P	P	P	P	N
Fast-Food Restaurants—Without a Drive-Through[4, 11]	P	P	P	P	P	N
Fast-Food Restaurants—With a Drive-Through[4, 11]	N	N	C	C	P	N
Sit-Down Restaurants	P	C	P[5]	P[5]	P	N
Sit-Down Restaurant with live entertainment	C	C	C[5]	C[5]	C[5]	N
Restaurant, serving alcohol	See Alcohol Sales, Restaurants with Alcoholic Beverage Sales					
Philanthropic and Charitable Institutions	P	C	P	P	P	N
Service Organizations	P	C	P	P	P	N
Temporary Uses						

Street/Craft Fairs and Farmers' Markets—Ongoing	C[12]	C[12]	C[12]	C[12]	C[12]	N
Temporary Structures (Subdivision sales Office)	P[12]	P[12]	P[12]	P[12]	P[12]	N
Christmas Tree/Pumpkin Lots, and Similar, Not Exceeding 30 Days	P[12]	P[12]	P[12]	P[12]	P[12]	N
Outdoor Displays	C	C	C	C	C	N
Parking Lot Sales	P	P	P	P	P	N
Amusement Enterprises	C[12]	C[12]	C[12]	C[12]	C[12]	N
Transportation Facilities						
Bus Passenger Terminals	N	N	C	N	C	N
Charter Bus Companies	N	N	C	N	C	N
Motor Vehicle Transportation (Taxi/Shuttle)	N	N	C	C	C	N
Truck Stops and Terminals	N	N	N	N	C	N
Utilities						
Public Utility/Service Structures	N	N	N	N	N	N
Sewage Disposal Facilities/Waste Transfer	N	N	N	N	N	N
Utility Company Offices	P[1, 7]	P[1, 3]	P[1, 7]	P[1, 7]	P	N
Water Storage, Distribution, and Collection Facilities	N	N	N	N	N	N
Public Storage Facilities	N	N	N	N	N	N
Wind Energy Conversion Systems	See 17.11.140					

N = Not Permitted

P = Permitted

C = Conditionally Permitted

A = Permitted as an Accessory Use

Footnotes:

[1] Use is allowed only on upper floor locations on parcels fronting 6th Street and Beaumont Avenue. Limited lobby or entry areas are allowed on the ground floor.

[2] Use is not allowed on parcels fronting 6th Street and Beaumont Avenue.

[3] Use is limited to 2,500 square feet.

[4] These uses shall not be located on any parcel which is located within 1,000 feet of any school providing instruction in 12th grade or below, day care center, or youth center.

[5] New liquor stores shall not be located within 1,000 feet of another liquor store.

[6] Must comply with step back standards (Figure 17.19-2) and setbacks per zone if adjacent to single family residential use. Performance standards per Chapter 17.04 apply.

[7] Use is limited to 5,000 square feet.

[8] Use is limited to 10,000 square feet.

[9] CUP required if proposed use is larger than 10,000 square feet.

[10] A Live/work unit is only permitted in the primary structure.

[11] New fast food restaurants should not be located within 1,000 feet of another fast food restaurant.

[12] Temporary Use Permit required.

(Ord. No. 1128 , § 2(Exh. B), 12-1-2020; Ord. No. 1141 , § 5(Exh. A), 10-5-2021)

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA ADDING CHAPTER 17.15 "ACCESSORY DWELLING UNITS (ADU'S) AND JUNIOR ACCESSORY DWELLING UNITS (JADU'S)" TO THE BEAUMONT MUNICIPAL CODE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT, RIVERSIDE COUNTY, STATE OF CALIFORNIA AS FOLLOWS:

SECTION 1. CEQA. The City Council finds that the actions contemplated by this Ordinance are exempt from the California Environmental Quality Act ("CEQA") pursuant to 15061(b)(3), CEQA review is not required because there is no possibility that this Ordinance may have a significant effect upon the environment and the proposed text amendments constitute a minor alteration in a land use limitation under CEQA Guidelines Section 15305, and such a land use limitation is a permissible exercise of the City's zoning powers.

SECTION 2. Severability. The City Council hereby declares that if any provision, section, paragraph, sentence, or word of this Ordinance is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences, or words of this Ordinance, and to this end the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the Ordinance enforced.

SECTION 3. Prosecution of Prior Ordinances. Neither the adoption of this Ordinance nor the repeal of any other ordinance of this City shall in any manner affect the prosecution of any violation of any City ordinance or provision of the City of Beaumont Municipal Code, committed prior to the effective date hereof, nor be construed as a waiver of any penalty or the penal provisions applicable to any violation thereof.

SECTION 4. The City Council hereby amends Title 17, to include Chapter 17.15 entitled "Accessory Dwelling Units (ADU's) and Junior Accessory Dwelling Units (JADU's)" to the Beaumont Municipal Code, to read as specifically set forth in Exhibit "A", which Exhibit is attached hereto and made a part hereof.

SECTION 5. Effective Date and Publication. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within 15 days after adoption in accordance with Government Code Section 36933. This Ordinance shall take effect 30 days after adoption in accordance with Government Code Section 36937.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Beaumont, California, approves an amendment to the City Code.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Beaumont, California, held on the 20th day of September 2022, by the following roll call vote:

AYES:

NOES

ABSENT

ABSTAIN

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Beaumont, California, held on the 20th day of September 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Lloyd White, Mayor

Attest: _____

City Clerk

Approved as to form:

_____

John O. Pinkney, City Attorney

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA AMENDING CHAPTER 17.02 "ADMINISTRATION", CHAPTER 17.03 "ZONING", CHAPTER 17.05 "OFF STREET PARKING AND LOADING STANDARDS", CHAPTER 17.10 "AFFORDABLE HOUSING INCENTIVES/DENSITY BONUS PROVISIONS", 17.11 "GENERAL DEVELOPMENT STANDARDS", CHAPTER 17.14 "DEFINITIONS", AND CHAPTER 17.19 "DOWNTOWN ZONE DISTRICTS" OF THE BEAUMONT MUNICIPAL CODE FOR IMPLEMENTATION OF THE STATE MANDATED HOUSING ELEMENT UPDATE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT, RIVERSIDE COUNTY, STATE OF CALIFORNIA AS FOLLOWS:

SECTION 1. CEQA. The City Council finds that the actions contemplated by this Ordinance are exempt from the California Environmental Quality Act ("CEQA") pursuant to 15061(b)(3), CEQA review is not required because there is no possibility that this Ordinance may have a significant effect upon the environment and the proposed text amendments constitute a minor alteration in a land use limitation under CEQA Guidelines Section 15305, and such a land use limitation is a permissible exercise of the City's zoning powers.

SECTION 2. Severability. The City Council hereby declares that if any provision, section, paragraph, sentence, or word of this Ordinance is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences, or words of this Ordinance, and to this end the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the Ordinance enforced.

SECTION 3. Prosecution of Prior Ordinances. Neither the adoption of this Ordinance nor the repeal of any other ordinance of this City shall in any manner affect the prosecution of any violation of any City ordinance or provision of the City of Beaumont Municipal Code, committed prior to the effective date hereof, nor be construed as a waiver of any penalty or the penal provisions applicable to any violation thereof.

SECTION 4. The City Council hereby amends Title 17, Chapter 17.02 "Administration", Chapter 17.03 "Zoning", Chapter 17.05 "Off Street Parking and Loading Standards", Chapter 17.10 "Affordable Housing Incentives/Density Bonus Provisions", 17.11 "General Development Standards", Chapter 17.14 "Definitions", and Chapter 17.19 "Downtown Zone Districts" to include amendments to the Beaumont Municipal Code Zoning to read as specifically set forth in Exhibit "A", which Exhibit is attached hereto and made a part hereof.

SECTION 5. Effective Date and Publication. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within 15 days after adoption in accordance with Government Code Section 36933. This Ordinance shall take effect 30 days after adoption in accordance with Government Code Section 36937.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Beaumont, California, approves an amendment to the City Code.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Beaumont, California, held on the 20th day of September 2022, by the following roll call vote:

AYES:

NOES

ABSENT

ABSTAIN

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Beaumont, California, held on the 20th day of September 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Lloyd White, Mayor

Attest: _____

City Clerk

Approved as to form:

_____

John O. Pinkney, City Attorney

Chapter 17.15 ACCESSORY DWELLING UNITS (ADUs) AND JUNIOR ACCESSORY DWELLING UNITS (JADUs)

17.15.010. Purpose.

The purpose of this Chapter is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with Government Code Sections 65852.2 and 65852.22.

17.15.020. Applicability.

A. This Chapter establishes standards for ADUs and JADUs throughout the city.

B. Where this Chapter does not contain a particular standard or procedure, applicable standards and procedures in this Zoning Code shall apply unless otherwise stated.

C. An ADU or JADU that conforms to the development standards in this Chapter is deemed to be an accessory use and shall not count towards the overall density for the lot on which it is located.

17.15.030. Number of Unit Types Allowed.

A. Single-Family Dwellings. On lots with an existing or proposed single-family dwelling, up to one ADU and one JADU shall be allowed.

B. Multifamily Dwellings. On lots with existing or proposed attached multifamily dwellings, the following shall be allowed:

1. Up to two detached ADUs, provided each detached ADU is no more than 16 feet in height and has side and rear yard setbacks of at least four feet; and

2. Non-habitable portions of the existing main structure may be converted to an ADU(s) provided that the maximum number of such ADUs shall not exceed 25 percent of the number of multifamily units, and each ADU complies with Building Code standards.

17.15.040. Permit Process, Timing, and Fees.

A. *Administrative Plot Plan Required.* ADUs and JADUs shall require plot plan approval by the Community Development Director subject to the finding that the ADU or JADU complies with this Zoning Code and Government Code Sections 65852.2 and 65852.22 as applicable. A building permit shall also be required for construction of an ADU or JADU.

B. *Ministerial Review Required.*

1. The City shall act on an application to create an ADU or JADU, either by approving the application or sending a notice of deficiency, within 60 days of receipt of a complete application. Such applications resubmitted in response to a notice of deficiency shall be approved or a notice of deficiency sent within 60 days.
2. When an application to create an ADU or JADU is submitted with a permit application to create a new single-family dwelling on the lot, the City may delay acting on the permit application for the ADU or JADU until the City acts on the permit application to create the new single-family dwelling, but the application to create the ADU or JADU shall be considered ministerially without discretionary review or a hearing.

C. *Impact and Utility Fees.* Prior to issuance of a building permit for an ADU or JADU, the applicant shall pay all applicable fees.

1. No impact fees shall be imposed on a JADU or an ADU less than 750 square feet in size.
2. Impact fees charged for ADUs greater than or equal to 750 square feet shall be charged proportionately in relation to the square footage of the primary unit (e.g., the floor area of the ADU, divided by the floor area of the primary dwelling, times the typical fee amount charged for a new dwelling).
3. For the purposes of this section, "impact fee" means a "fee" as defined in Government Code Section 66000(b) and a fee specified in Government Code Section 66477. Impact fees do not include any connection fee or capacity charge for water or sewer service.
4. If an ADU or JADU is constructed with a new single-family home, a separate utility connection directly between the ADU or JADU and the utility and payment of the normal connection fee and capacity charge for a new dwelling shall be required.
5. Installation of a separate direct connection between an ADU or JADU contained within an existing structure and the utility shall not be required. ADUs not within an existing structure shall be required to install a new or separate utility connection and be charged a connection fee and/or capacity charge. These charges shall be proportionate to the burden imposed by the ADU on the water or sewer system based upon either its size or number of plumbing fixtures as determined by the City.

17.15.050. General ADU and JADU Requirements.

A. *No Separate Conveyance.* An ADU or JADU may be rented, but no ADU and JADU may be sold or otherwise conveyed separately from the primary dwelling unit, nor shall the lot containing the ADU or JADU be subdivided, unless the property was built or developed by a qualified nonprofit corporation and all provisions of Government Code Section 65852.26 are met.

B. *Short-Term Rental Use Prohibited.* No ADU or JADU may be rented for a term that is shorter than 30 days.

C. *No Minimum Parcel Size.* No minimum parcel size shall be required to establish an ADU or JADU.

D. *Minimum Unit Size.* The minimum size of an ADU or JADU is 150 square feet ("efficiency unit" per Health and Safety Code Section 17958.1).

E. *Entrances.* The main entrance to an attached ADU or the exterior entry of a JADU may not be located on the front of the primary unit.

F. *Second Story Units.* New second-story windows in an ADU or JADU that are 25 feet or less from a property line shall incorporate at least one of the following:

   1. The proposed second-story window of the ADU or JADU shall be positioned such that the window sill is at least five feet above finished floor; or

   2. The proposed second-story window of the ADU or JADU shall utilize frosted or obscured glass in the glazing portion of the window (i.e., glass that is patterned or textured such that objects, shapes, and patterns beyond the glass are not easily distinguishable).

G. *Colors and Materials.* An ADU shall have matching colors and materials as the primary dwelling unit (i.e., use of the same wall and trim material or wall and trim material that visually appears the same as the primary dwelling unit, including color and texture).

H. *Fire Sprinkler Requirements.* ADUs and JADUs shall not be required to include fire sprinklers if they are not required for the primary residence.

I. *Existing Nonconforming Conditions.* An ADU or JADU shall not be required to correct a nonconforming zoning condition. This does not prevent the City from enforcing compliance with applicable building standards in accordance with Health and Safety Code Section 17980.12.

J. *Rental Data.* The owner of the lot on which an ADU or JADU is located will be requested to participate in the City's monitoring program to determine rent levels of ADUs and JADUs for the City's Regional Housing Needs Allocation reporting.

K. *Deed Restriction.* A deed restriction shall be recorded against the lot containing the ADU or JADU with the Riverside County recorder's office prior to issuance of any certificate of occupancy for the ADU or JADU. The deed restriction shall run with the land and may be enforced against future property owners. Among other requirements, the deed restriction shall state that the ADU or JADU may not be transferred or sold separately from the primary dwelling. The form of the deed restriction shall be provided by the City.

L. *ADU Removal.* If an ADU or JADU is removed or converted to another use after a certificate of occupancy has been issued for the ADU or JADU, any deviations from development standards (e.g., setbacks, parking) or exemptions granted specific to the ADU or JADU use (e.g., reduced or exempt fees) shall be brought into compliance with the standards and regulations in effect at the time. Upon approval of the reversion request by the City, the deed restriction applicable to the ADU or JADU shall be rescinded from title.

17.15.060. Additional Accessory Dwelling Unit (ADU) Standards

A. *Maximum Size.* The maximum size of a detached or attached ADU is 850 square feet for a studio or one-bedroom unit and 1,200 square feet for an ADU with two or more bedrooms.

1. ADUs created from the conversion of existing space may exceed these size limits.
2. An addition of up to 150 square feet to accommodate ingress and egress for an ADU created from the conversion of an existing accessory structure shall be exempt from the maximize size standard.

B. *Setbacks*

1. Front setbacks shall be those established by the applicable zone district.
2. Minimum side and rear setbacks shall be four feet or the setback for the applicable zone district, whichever is less.
3. If a detached ADU would be constructed in the same location and to the same dimensions as an existing structure, the ADU may maintain the same setbacks as the existing structure.

C. *Height.* Height shall not exceed the height of the main unit or 16 feet, whichever is greater.

D. *Parking.*

1. One off-street parking space shall be provided for each ADU. The parking space may be provided as tandem parking and may be located in setbacks, but not in the front yard unless on the driveway.
2. When a garage, carport, or covered parking structure is demolished in conjunction with construction of an ADU or is converted to an ADU, those off-street parking spaces shall not be required to be replaced.
3. Parking for an ADU shall not be required in the following situations:
    a. The ADU is located within one-half mile walking distance of public transit.
    b. The ADU is located within an architecturally and historically significant historic district.
    c. The ADU is part of the proposed or existing primary residence or an existing accessory structure.
    d. When on-street parking permits are required but not offered to the occupant of the ADU.
    e. When there is an established car share vehicle stop located within one block of the ADU.

E. *Design.*

1. A newly constructed detached ADU shall be located behind the street-facing façade of the primary unit.

2. When a garage is converted to an ADU, the garage door shall be removed and replaced with either windows or a door (provided the door does not face the street if it is an attached ADU). Windows and doors shall be of the same size, proportion, and spacing as the primary dwelling unit.
3. A solid fence six feet in height or vegetative screening/plantings of species with a mature height of at least 10 feet shall be located or constructed along interior side and rear property lines adjacent to the ADU if the ADU is located less than 10 feet from respective property lines.

F. *Other Standards.* Lot coverage, open space, and floor area ratio limitations, where applicable, shall not preclude the development of an ADU of up to 800 square feet and 16 feet in height with a minimum of four-foot side and rear setbacks.

17.15.070. Additional Junior Accessory Dwelling Unit (JADU) Standards

A. JADUs shall be subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property shall reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, this owner-occupancy requirement does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

B. JADUs shall have both interior access to the primary dwelling unit and an exterior door.

C. Parking shall not be required for a JADU.

BEAUMONT
CALIFORNIA

Staff Report

TO: City Council

FROM: Jennifer Ustation, Finance Director

DATE October 4, 2022

SUBJECT: FY2022-23 August Budget Update and Financial Status Report

Background and Analysis:

The Fiscal Year (FY) 2022-23 August Financials provide an update to the City's financial position relative to the FY 2022-23 budget.

Summary of Cash Balances

The City has multiple bank accounts for purposes of fund segregation. The table below provides a summary of cash balances within these accounts for the month of July 2022 and August 2022.

Bank Name	Beginning Bank Balance July 1, 2022	Deposits	Payments	Ending Bank Balance July 31, 2022
Citibank Checking (Pooled Cash)	5,232,350.32	7,778,789.51	7,478,784.86	5,532,354.97
Bank of Hemet - Payroll	2,018,189.25	401.54	1,188,013.34	830,577.45
Bank of Hemet - Gas Tax	3,870,010.52	200,556.72	-	4,070,567.24
Bank of Hemet - Evidence and Seizure Fund	342,252.19	27.19	3,525.00	342,279.38
Bank of Hemet - Construction	4,704,269.44	373.76	-	4,704,643.20
Grand Total	**16,167,071.72**	**7,980,148.72**	**8,670,323.20**	**15,480,422.24**

Bank Name	Beginning Bank Balance August 1, 2022	Deposits	Payments	Ending Bank Balance August 31, 2022
Citibank Checking (Pooled Cash)	5,532,354.97	32,225,480.23	31,868,815.99	5,889,019.21
Wells Fargo Checking	-	-	-	-
Bank of Hemet - Payroll	830,577.45	2,000,000.00	1,325,220.06	1,505,357.39
Bank of Hemet - Gas Tax	4,070,567.24	320,631.81	1,043,045.60	3,348,153.45
Bank of Hemet - Evidence and Seizure Fund	342,279.38	30.95	-	342,310.33
Bank of Hemet - Construction	4,704,643.20	3,766,463.07	-	8,471,106.27
Grand Total	**15,480,422.24**	**38,312,606.06**	**34,237,081.65**	**19,555,946.65**

Significant transactions include the following:

- $22M funds transferred from LAIF to Citibank
- $17.3M transferred to Wilmington Trust for September 1 debt service payments
- $3.7M transferred to Bank of Hemet Construction account for segregation of unspent State and Local Fiscal Recovery Funds

A summary of cash balances for the first quarter including investment accounts are provided in the table below. The liquidity fund with US Bank was opened in June to have a liquid investment vehicle option while keeping the general checking account balance at a minimum through the transition of the general checking account implementation to a different bank. All funds deposited into the liquidity fund are available for operations.

BANK BALANCES 1st QTR FY 22-23

CITIBANK ACCOUNTS	#	July -22	August - 22	September - 22
GENERAL	8965	$ 5,532,354.97	$ 5,889,019.21	$ -
Wells Fargo				
GENERAL		$ -	$ -	
BANK OF HEMET				
PAYROLL	50301	$ 830,577.45	$ 1,505,357.39	
GAS TAX	21901	$ 4,070,567.24	$ 3,348,153.45	
EVIDENCE AND SEIZURE FUND	20042	$ 342,279.38	$ 342,310.33	
CONSTRUCTION	20048	$ 4,704,643.20	$ 8,471,106.27	
		$ 9,948,067.27	$ 13,666,927.44	$ -
US BANK				
INVESTMENT PORTFOLIO	10770	$ 44,636,988.87	$ 45,028,174.78	
LIQUIDITY FUND	13574	$ 35,008,582.86	$ 35,043,546.52	
		$ 79,645,571.73	$ 80,071,721.30	$ -
LAIF	3-056	$ 72,391,245.86	$ 50,391,245.86	
PARS		$ 2,453,499.20	$ 2,386,990.93	

Budget Control and Monitoring

The City of Beaumont Budget Policy provides that the Finance Department will maintain a system of tools for departments to manage their budgets and for financial monitoring and control of the City's budget during the fiscal year. This system will provide the departments and City Council with information on revenue, expenditures, and budget performance at both the department and fund level.

General Fund Summary

Most of the General Fund revenue budget is from taxes. Property tax is usually recorded in December and May. Sales tax will start to be received in September in monthly advanced payments and then a quarterly clean up payment. Other taxes include Motor Vehicle In-Lieu, which is received in February and June, as well as Utility Users tax which is received monthly. As most revenues are received throughout the year, actual expenditures exceed revenues by $5.6M. Bank balances are monitored to ensure that funds are available to pay operating needs until revenues are received to cover costs.

General Fund Revenues

As of August 31, 2022, the City has collected 3% of the FY 2022-23 budgeted revenues. Below is a table for General Fund Revenues as of August 31, 2022.

	GENERAL FUND		
	BUDGET FY2022/23	**ACTUAL FY2022/23**	**%**
Taxes	41,542,397.00	14,311.64	0%
Licenses	410,687.00	91,738.13	22%
Permits	4,574,641.00	608,573.94	13%
Franchise Fees	3,248,286.00	525,000.00	16%
Charges for Services	1,273,780.00	42,244.97	3%
Fines and Forfeitures	131,545.00	8,767.68	7%
Cost Recovery	498,587.00	79,573.04	16%
Miscellaneous	296,068.00	568,338.40	192%
Other Financing Sources	5,000.00	3,892.00	78%
Transfers	8,687,711.00	-	0%
TOTAL REVENUES	**60,668,702.00**	**1,942,439.80**	**3%**

General Fund Departments

The table below provides for an overview of the general fund department budgets through August 31, 2022.

DEPARTMENT	FY 2023 BUDGET	FY 2023 ACTUAL	%
Non-Departmental	7,932,671.00	-	0.0%
City Council	51,131.00	4,075.17	8.0%
City Clerk	343,242.00	32,769.74	9.5%
Administration	1,435,070.00	156,412.22	10.9%
Finance	1,520,471.00	242,148.40	15.9%
IT	1,606,874.00	407,075.23	25.3%
Economic Development	1,320,718.00	28,019.97	2.1%
Risk and HR	2,626,205.00	2,239,436.83	85.3%
Legal	1,500,000.00	66,427.60	4.4%
Community Development	783,600.00	79,870.90	10.2%
Community Services	1,131,722.00	166,799.05	14.7%
Animal Control	335,394.00	50,633.07	15.1%
Community Enhancement	337,866.00	41,481.28	12.3%
OES	162,200.00	-	0.0%
Police	13,982,847.00	2,552,361.12	18.3%
K-9	9,600.00	331.78	3.5%
Police Support	2,538,188.00	308,929.07	12.2%
Fire	4,670,961.00	14,278.55	0.3%
Building and Safety	1,542,266.00	156,117.15	10.1%
Public Works	1,797,804.00	196,698.59	10.9%
Street Maintenance	2,330,115.00	270,612.12	11.6%
Building Maintenance	1,148,673.00	121,372.69	10.6%
Parks and Grounds	4,182,002.00	445,259.64	10.6%
TOTAL EXPENDITURES	**53,289,620.00**	**7,581,110.17**	**14.2%**

The table below provides for expenditures by type. Personnel costs make up 54.5% of the actuals to date. Operating costs are 43.67% of actuals followed by capital at 1.8%. The “Other” line shown in “Operating” is currently over budget by 9%. This is caused by the liability and property insurance premium having an unanticipated 20% increase. A future budget amendment will be brought to City Council for this item.

	EXPENSE TYPE	FY 2023 BUDGET	FY 2023 ACTUAL	%
Personnel				
	Salaries and Wages	17,712,879.00	1,976,262.24	11%
	Benefits	7,376,316.00	2,113,725.01	29%
	Other	702,633.00	41,615.45	6%
	TOTAL PERSONNEL	**25,791,828.00**	**4,131,602.70**	**16%**
Operating				
	Utilities	1,787,000.00	242,939.60	14%
	Administration	888,818.00	115,586.00	13%
	Fleet Costs	664,280.00	68,402.88	10%
	Program Costs	904,870.00	116,107.10	13%
	Repairs & Maintenance	1,062,630.00	382,775.46	36%
	Supplies	1,217,830.00	91,589.05	8%
	Special Services	517,075.00	21,552.46	4%
	Contractual Services	8,959,125.00	128,431.40	1%
	Other	1,967,700.00	2,143,216.82	109%
	TOTAL OPERATING	**17,969,328.00**	**3,310,600.77**	**18%**
Capital				
	Equipment	249,952.00	7,453.88	3%
	Furniture	-	332.92	0%
	Vehicle	884,854.00	131,307.03	15%
	Structure	310,987.00	-	0%
	TOTAL CAPITAL	**1,445,793.00**	**139,093.83**	**10%**
Contngency				
	CONTINGENCY	**150,000.00**	**(187.13)**	**0%**
Transfers				
	TRANSFERS	**7,932,671.00**	**-**	**0%**
Total Expenditures		**53,289,620.00**	**7,581,110.17**	**14%**

Wastewater Fund Summary

Revenues

Wastewater revenues are collected in arrears. The July billing is accrued back to prior FY, so the first billing for FY 2022-23 will be collected in September. Billing is completed bi-monthly. Revenues to date include sewer permit fees and billing adjustments.

	WASTEWATER REVENUES		
	BUDGET FY2022/23	ACTUAL FY2022/23	%
Permits	-	-	0
Fines and Forfeitures	3,000.00	-	0%
Cost Recovery	3,500.00	-	0%
Miscellaneous	30,000.00	-	0%
Proprietary Revenues	12,821,501.00	9,609.30	0%
Other Financing Sources	-	1,392.00	0%
TOTAL REVENUES	**12,858,001.00**	**11,001.30**	**0%**

Expenses

Wastewater expenses as of August 31, 2022, total $866,495.07 which is 6% of the FY 2022-23 budget. Personnel costs make up 44.95% of the budget, operating costs make up 31.99% of the budget and capital costs make up the remaining 23.06% of the budget.

The Wastewater vehicle line item is currently over budget. There are two reasons for this. First, a vehicle that was budgeted in FY 2021-22, but due to supply issues was not received until the current FY. An item will be going to City Council to re-appropriate the FY 2021-22 funds to the current budget to cover this item. Second, City Council approved the payoff of the vactor truck on August 16, 2022. A future budget amendment will be brought to the City Council to address the payoff of $157,335.34.

Wastewater Expenses				
	EXPENSE TYPE	FY 2023 BUDGET	FY 2023 ACTUAL	%
Personnel				
	Salaries and Wages	1,831,289.00	214,301.57	12%
	Benefits	674,094.00	171,172.29	25%
	Other	40,032.00	4,000.11	10%
	TOTAL PERSONNEL	**2,545,415.00**	**389,473.97**	**15%**
Operating				
	Utilities	928,228.00	170,853.28	18%
	Administration	227,805.00	6,756.28	3%
	Fleet Costs	44,420.00	5,613.18	13%
	Repairs & Maintenance	116,200.00	6,430.93	6%
	Supplies	585,700.00	22,004.10	4%
	Contractual Services	1,397,360.00	60,755.23	4%
	Other	755,872.00	4,821.80	1%
	TOTAL OPERATING	**4,055,585.00**	**277,234.80**	**7%**
Capital				
	Equipment	109,000.00	8,875.00	8%
	Vehicle	-	190,911.30	0%
	Other	-	-	0%
	TOTAL CAPITAL	**109,000.00**	**199,786.30**	**183%**
Contngency				
	CONTINGENCY	**200,000.00**	**-**	**0%**
Transfers				
	TRANSFERS	**7,585,213.00**	**-**	**0%**
Total Expenses		**14,495,213.00**	**866,495.07**	**6%**

Recommended Action:

Receive and file report.

Attachments:

A. Governmental Funds Activity
B. Proprietary Funds Activity

	Beginning Fund Balance	FY 2023 Estimated Revenues	FYTD 2023 Actual Revenues	%	FY 2023 Budgeted Expenditures	FYTD 2023 Actual Expenditures	%	T/D Ending Fund Balance
GOVERNMENTAL FUNDS								
100 GENERAL FUND	40,274,166.85	60,668,702.00	2,044,992.31	3%	53,289,620.00	7,592,506.98	14%	34,726,652.18
120 SELF INSURANCE	2,154,151.97	-	-	0%	-	25,000.00	#DIV/0!	2,129,151.97
200 GAS TAX	380,310.50	1,459,493.00	229,734.46	16%	1,459,493.00	25.00	0%	610,019.96
201 SB1	2,499,179.67	1,168,504.00	91,189.39	8%	892,435.00	-	0%	2,590,369.06
202 MEASURE A	3,189,454.68	605,900.00	-	0%	604,800.00	-	0%	3,189,454.68
205 AQMD	379,940.71	71,130.00	-	0%	201,145.00		0%	379,940.71
210 PEG	27,756.97	22,595.00	-	0%	12,000.00	-	0%	27,756.97
215 CDBG/GRANTS	3,370,453.77	62,000.00	134.55	0%	292,000.00		0%	3,370,588.32
220 COPS	463,314.72	150,751.00	-	0%	88,182.00	-	0%	463,314.72
225 ASSET SEIZURES (STATE)	295,024.16	2,956.00	22.57	1%	-	-	0%	295,046.73
230 ASSET SEIZURES (FEDERAL)	6,036.38	-	0.54	0%	-	-	0%	6,036.92
240 OTHER FUNDS	321,084.80	78,776.00	2,663.15	3%	72,200.00	1,269.52	2%	322,478.43
250 CFD-ADMIN	1,407,534.32	1,908,931.00	-	0%	1,908,931.00	-	0%	1,407,534.32
255 CFD-MAINT SVCS	2,702,370.38	3,858,848.00	-	0%	3,858,848.00	-	0%	2,702,370.38
260 CFD-PUBLIC SAFETY	719,027.16	911,768.00	-	0%	911,768.00	-	0%	719,027.16
505 EQUIPMENT REPLACEMENT	-	-	-	0%	-	-	#DIV/0!	-
552 BASIC SERVICES DIF	1,371,207.72	325,677.00	34,325.22	11%	-	-	0%	1,405,532.94
554 GENERAL PLAN DIF	102,458.95	27,183.00	4,010.00	15%	-	-	0%	106,468.95
555 RECREATIONAL FACILITIES DIF	1,902,958.44	359,663.00	54,599.85	15%	-	-	0%	1,957,558.29
556 TRAFFIC IMPACT DIF	1,718,604.33	163,895.00	21,444.98	13%	150,000.00	-	0%	1,740,049.31
558 RAILROAD CROSSING DIF	2,603,804.09	178,606.00	23,045.48	13%	-	-	0%	2,626,849.57
559 POLICE FACILITIES DIF	1,455,697.79	274,163.00	40,262.21	15%	1,450,000.00	-	0%	1,495,960.00
560 FIRE STATION DIF	5,083,305.95	325,677.00	30,932.12	9%	-	-	0%	5,114,238.07
562 ROAD AND BRIDGE DIF	10,127,410.60	1,513,156.00	195,246.03	13%	2,250,000.00	-	0%	10,322,656.63
566 EMERGENCY PREPAREDNESS DIF	(97,266.00)	346,593.00	56,665.51	16%	-	-	0%	(40,600.49)
567 COMMUNITY PARK DIF	1,891,663.55	588,630.00	250,123.20	42%	-	-	0%	2,141,786.75
568 REGIONAL PARK DIF	1,945,796.94	-	-	#DIV/0!	-	-	0%	1,945,796.94
569 NEIGHBORHOOD PARK DIF	2,432,037.74	712,342.00	302,691.35	42%	-	-	0%	2,734,729.09
TOTALS		75,785,939.00	3,382,082.92	4%	67,441,422.00	7,618,801.50	11%	84,490,768.56

	Beginning Fund Balance	FY 2023 Estimated Revenues	FYTD 2023 Actual Revenues	%	FY 2023 Budgeted Expenditures	FYTD 2023 Actual Expenditures	%	T/D Ending Fund Balance
PROPRIETARY/ENTERPRISE FUNDS								
564 RECYCLED WATER DIF	4,230,411.43	361,067.00	67,293.81	19%	-	-	0%	4,297,705.24
600 INTERNAL SERVICE FUND	7,007,755.86	1,217,354.00	-	0%	1,544,936.00	50,590.17	3%	6,957,165.69
700 WASTEWATER	7,027,575.77	12,858,001.00	11,001.30	0%	14,495,213.00	866,495.07	6%	6,172,082.00
705 WASTEWATER DIF	7,256,183.23	2,718,679.00	788,021.79	29%	3,650,000.00	-	0%	8,044,205.02
750 TRANSIT	366,216.11	2,771,617.00	662,484.32	24%	2,771,617.00	444,152.11	16%	584,548.32
TOTALS	25,888,142.40	19,926,718.00	1,528,801.22	8%	22,461,766.00	1,361,237.35	6%	26,055,706.27

BEAUMONT
CALIFORNIA

Staff Report

TO: City Council

FROM: Lisa Leach, CPA, Assistant Finance Director

DATE October 4, 2022

SUBJECT: Approval for Purchase of Tyler Accounts Receivable Module

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Background and Analysis:

The City has an existing contract with Tyler Technologies for primary accounting and budgeting software services. All central accounting processes including the general ledger, accounts payable, budgeting, payroll, utility billing, and fixed assets are operated under a contract dated May 1, 2022.

The City is seeking to expand its use of the Tyler Incode 10 system to include the Accounts Receivable module. Currently, the City uses Excel to invoice and track fees, service charges, reimbursement agreements, insurance recoveries and grant funding. Excel limits the City's ability to provide aging reports, concentrated collection efforts on delinquent accounts and lacks full integration into the core financials. The annual accounts receivable value for any given fiscal year amounts to between $2,000,000 to $3,000,000.

The integration of accounts receivable module will allow for timely collection efforts and tracking of delinquent accounts as well as real time reporting in the City's financial system.

The Finance and Audit Committee was updated on all Finance Department projects including the purchase of the accounts receivable module at the September 12, 2022 meeting.

Fiscal Impact:

The initial (one-time) cost to implement the accounts receivable module is $20,230. This includes the cost of the module and Tyler staff time to support the implementation and training. The ongoing annual costs are $7,425. The annual maintenance costs will remain at this level until April 30, 2023, which is the term of the existing contract. The

Tyler Accounts receivable module is approved in the FY 21/22 budget in the general fund account 100-1225-7071-0000.

Recommended Action:

Approve the attached contract amendment with Tyler Technologies, including the one-time implementation costs of $20,230 and ongoing annual maintenance costs of $7,425.

Attachments:

A. Amendments to Tyler Technologies contract to add Accounts Receivable Module.

Quoted By:	Brandon Swanson
Quote Expiration:	12/25/22
Quote Name:	ERP Pro 10- AR

Sales Quotation For:
City of Beaumont
550 E 6th St
Beaumont CA 92223-2253
Jennifer Ustation
+1 (951) 572-3236
justation@beaumontca.gov

Tyler Software

Description	License Total	Annual Maintenance
ERP Pro powered by Incode		
ERP Pro 10 Financial Management Suite		
Accounts Receivable	$ 16,500	$ 0
TOTAL:	**$ 16,500**	**$ 0**

Tyler Annual Software – SaaS

Description	Annual

ERP Pro powered by Incode	
ERP Pro 10 Financial Management Suite	
Accounts Receivable- Annual SaaS Fee	$ 7,425
TOTAL:	**$ 7,425**

Services

Description	Hours/Units	Extended Price	Maintenance
ERP Pro 10 Financial Management Suite			
Professional Services	24	$ 3,480	$ 0
Other Services			
Project Management	1	$ 250	$ 0
TOTAL:		**$ 3,730**	**$ 0**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$ 16,500	
Total SaaS		$ 7,425
Total Tyler Services	$ 3,730	
Summary Total	**$ 20,230**	**$ 7,425**
Contract Total	**$ 27,655**	

Detailed Breakdown of Professional Services (Included in Summary Total)

Description	Hours	Extended Price	Maintenance
ERP Pro powered by Incode			
ERP Pro 10 Financial Management Suite			
Accounts Receivable	24	$ 3,480	$ 0
Sub-Total	**24**	**$ 3,480**	**$ 0**
TOTAL:	**24**	**$ 3,480**	**$ 0**

Comments

- Some services may be delivered remotely via web-based training.
- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - o Implementation and other professional services fees shall be invoiced as delivered.
    - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
    - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: https://www.tylertech.com/terms/tyler-saas-services.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Staff Report

TO: City Council

FROM: Christina Taylor, Deputy City Manager

DATE October 4, 2022

SUBJECT: Adoption of a Policy on Land Use and Sensitive Receptors (PLUS)

Background and Analysis:

The City of Beaumont is experiencing significant interest from the logistics/warehouse/distribution industries. The City is currently home to Amazon, Wolverine, Icon and CJ Foods all of which operate in the Manufacturing (M) zone south of SR-60 along the Fourth Street corridor.

In light of the current and anticipated growth, the Land Use Subcommittee directed the City Manager's office to prepare a draft policy for management of these types of developments. Staff worked with the Land Use Subcommittee on a draft policy which was presented to City Council on August 3, 2022. At that meeting, staff received feedback from City Council as well as interested parties. Staff continued to work with stakeholders, with the primary concern related to the 1,000 feet separation between dock doors and sensitive receptors. On September 6, 2022, staff presented the policy with the additional information requested and additional points of discussion in a redline format. Council held discussion and adopted the Policy. Staff subsequently formalized the policy, clearing the redlines and incorporating Council's comments. Attachment A to this report shows the policy as adopted.

Fiscal Impact:

The cost to prepare this staff report is approximately $100.

Recommended Action:

Confirm adoption of the policy and direct staff to begin implementation.

Attachments:

A. Policy on Land Use and Sensitive Receptors (PLUS)

Policy on Land Use and Sensitive Receptors

Purpose

For the past decade, the City of Beaumont was one of the fastest growing cities in the region. The City's proximity to Los Angeles, Orange and San Diego counties, the availability of affordable land and high quality of life have all contributed to making Beaumont an attractive place to live and work. The continuing rate of growth in Beaumont and in the larger region exceeds the capacity of the City's financial resources to meet the needs for transportation infrastructure. Warehousing, logistics, e-commerce and distribution are established sectors of the Inland Empire economy and are increasing in the City of Beaumont. These uses contribute to local job growth and continue to expand based on trends in e-commerce. Due to the City's location, providing direct access to I-10, SR-60 and SR79, it is anticipated that strong demand for growth in the logistics industry will continue.

The City recognizes construction and operations of logistics, warehouses and other similar types of projects in close proximity to sensitive land uses or sensitive receptors, negatively affects quality of life. ***Sensitive receptors generally include residences, schools, parks, playgrounds, community centers, assisted living, day care centers, nursing homes, hospitals, and similar uses.*** The City of Beaumont has all of these types of sensitive receptors and additionally has several active-55+ communities.

This policy is intended to provide a guide through which logistics, warehouses and similar projects can be planned in a way that lessens their impact on the community and the environment. This policy will aid in minimizing potential impacts to sensitive receptors by acknowledging the City's existing General Plan and zoning which provides location and standards for development of these types of projects and California Environmental Quality Act (CEQA) project analysis. This policy does not exempt a project from preparation of the appropriate environmental review and application of any necessary measures that may arise as a result. This policy provides criteria which shall be implemented to supplement project-level mitigation measures, to further reduce impacts related to logistics, warehousing and any project of similar size or type of development.

The application of this policy is intended to be included in the evaluation of and conditions of approval for individual development projects. This will provide standards for which applicants and the public can look to and will provide an opportunity for City staff to monitor individual conditions of approval. The policies are organized into specific categories, to address potential quality of life issues from initial design to construction and operations.

Applicability

The policy guidelines apply to new projects submitted after the policy approval date and will be implemented during the development review process.

This policy applies to logistics, warehouse and similar projects that include any building larger than 100,000 square feet in size or type. It is intended to provide a general guidance that will be appropriate for most industrial or logistics, warehouse or similar projects. Project-level review under CEQA applies to any project,

regardless of square footage and may include any technical reports including, but not limited to noise, greenhouse gas, air quality, and traffic. The Planning Department shall use this policy to review projects and in instances where a project does not conform to the policy shall document findings to be considered by the Planning Commission and City Council.

Analysis

1. An "Air Quality" study shall be prepared in accordance with CEQA and the South Coast Air Quality Management District (SCAQMD) guidelines which includes both project specific and cumulative impact analysis.

2. A "Health Risk Assessment" shall be prepared in accordance with CEQA and the South Coast Air Quality Management District (SCAQMD) guidelines when a proposed project meeting the criteria of this policy is located within 1,000 feet of a sensitive receptor.

3. A "Noise Impact Analysis" shall be prepared in accordance with CEQA guidelines to assess potential impacts to the neighboring properties and surrounding community.

4. A "Construction Traffic Control Plan" shall be prepared, reviewed and approved prior to issuance of a grading permit, which details the locations of equipment staging areas, material stockpiles, proposed road closures, and hours of construction operations.

5. A "Traffic Study" or "Traffic Impact Analysis" shall be prepared in accordance with CEQA, analyzing both Vehicle Miles Traveled (VMT) and Level of Service (LOS) C as allowed by the City's General Plan. The study shall identify improvements and fair share costs for the project.

6. A stacking or queuing study shall be provided as part of the project review. The study shall identify the necessary on-site queuing area so vehicle and truck traffic waiting to access the site shall not extend into the public right-of-way.

7. A "Water Supply Assessment" shall be prepared as part of the environmental review process.

8. A "Sewer Study" shall be prepared as part of the project review process.

9. An "Economic Impact Study" shall be prepared as part of the project review process. At a minimum, the study shall provide a cost for service analysis, estimate of revenue generated, anticipated property tax revenue and any other information necessary to provide a comprehensive evaluation of the fiscal impacts to the City.

10. An "Energy Efficiency Plan" shall be prepared as part of the project review process which shows how the project will encourage efficiency above and beyond Title 24 requirements.

Construction Phase

1. During construction of the project, all copy of current California registration for each piece of construction equipment accessing the site shall be provided to the City. If equipment is not registered in

California proof of CARB-Compliant engines or newer as identified by the most current CARB engine standards shall be provided.

2. Construction contractors shall locate or park all stationary construction equipment away from sensitive receptors nearest the project site.

3. The surrounding streets shall be swept on a daily basis to remove any construction related debris and dirt.

4. Dust control measures meeting SCAQMD standards shall be implemented for all land disturbance and construction activity.

5. All Water Quality requirements and best practices shall be adhered to throughout the construction phase.

6. Construction contractors shall prohibit truck drivers from idling more than five (5) minutes and require operators to turn off engines when not in use, in compliance with the California Air Resources Board regulations.

7. During construction, a City representative shall conduct an on-site inspection with a project representative to verify compliance with these policies, and to identify other opportunities to reduce construction impacts.

Siting and Design

1. Truck bays and loading docks shall be a minimum of 1,000 feet, from the property line of the sensitive receptor to the nearest dock door using a direct straight-line method. This distance may be reduced if the site design includes berms or other similar features to appropriately shield and buffer the sensitive receptors from the active truck operations areas. Dock doors shall not be visible from surrounding residential properties or the public right-of-way. Other setbacks appropriate to the site's zoning classification shall be incorporated in the design.

2. Projects shall be designed to provide adequate on-site parking for commercial trucks and passenger vehicles and on-site queuing for trucks not visible from sensitive receptors. Commercial trucks shall not be parked in the public right-of-way or nearby residential areas. Queuing shall not extend into the public right-of-way.

3. Truck driveways shall be placed on streets that do not front sensitive receptors.

4. Sites shall clearly mark entry and exit points for trucks and service vehicles.

5. Facility operators shall establish specific truck routes between the facility and regular destinations, identifying the most direct routes to the nearest highway/freeway and prohibit traveling near sensitive receptors or through residential neighborhoods. The truck route should be submitted as part of the entitlement package.

6. Separate entry and exit points for trucks and passenger vehicles shall be provided to minimize vehicle/truck conflict.

7. Sites shall be densely screened with landscaping along all bordering streets and adjacent sensitive receptors, with trees spaced no further apart than 25 feet on center. Trees utilized in landscape screening shall be a minimum of 36-inch box. A permanent maintenance mechanism shall be approved as part of the entitlement process to assure that the landscaping remains in place and functional in accordance with the approved landscaping plan.

8. A “wing-wall” shall be installed perpendicular to the loading dock areas to further reduce truck or operational noise and to serve as an aesthetic screening feature for the loading area when adjacent to sensitive receptors.

9. All project lighting shall comply with the City’s “Dark Sky Ordinance”, Beaumont Municipal Code Chapter 8.50 Outdoor Lighting. Lighting shall be shielded and directed down to the interior of the site and not spill over onto adjacent properties.

10. Project facilities shall install electrical panels and conduit to facilitate future electrical connections, to eliminate idling of main and auxiliary engines during the loading and unloading process. At all cold storage facilities electrical connections shall be provided to each dock.

11. Facility construction and operational noise shall comply with Beaumont Municipal Code Chapter 9.02 Noise Control.

12. Sites shall be designed to significantly minimize aesthetic impact and structures shall have a neutral palette, blending in with the surrounding environment.

13. Any mechanical or structural equipment or components located on the exterior of the building shall be screened from view and enclosed to protect the equipment and deter vandalism.

Operation

1. Facility operators shall prohibit truck drivers from idling more than five (5) minutes and require operators to turn off engines when not in use, in compliance with the California Air Resources Board regulations.

2. Facility operators shall coordinate with CARB and SCAQMD to obtain the latest information about regional air quality concentrations, health risks, and trucking regulations.

3. On-site equipment shall be compliant with CARB and SCAQMD regulations.

4. Facility operators shall require all drivers to park and perform any maintenance of trucks in designated on-site areas and not within the surrounding community or on public streets.

5. Facility operators for sites that exceed 250 employees shall establish a rideshare program, in accordance with AQMD rule 2202, with the intent of discouraging single-occupancy vehicle trips and promote alternate modes of transportation, such as carpooling and transit where feasible.

9.6.22

6. A minimum of 5% or as required by the Cal Green Code, whichever is greater of employee parking spaces shall be designated and infrastructure installed and operational for electric or other alternative fueled vehicles.

7. Externally announcing public address (PA) system are prohibited with the exception of emergency notifications.

8. Facility operational noise shall comply with Beaumont Municipal Code Chapter 9.02 Noise Control. Any ongoing operational noise shall be evaluated through the CEQA process.

Wayfinding

1. Wayfinding signs shall be posted in the appropriate locations that trucks should not idle for more than five (5) minutes and that truck drivers should turn off their engines when not in use.

2. Wayfinding signage shall be posted in the appropriate locations that clearly show the designated entry and exit points for trucks, service vehicles and passenger vehicles.

3. Signs stating parking and maintenance of all trucks is to be conducted within designated areas and not within the surrounding community or on public streets shall be posted in the appropriate locations.

4. Signs should be posted in the appropriate locations and handouts should be provided that show the locations of nearest food options, fueling, truck maintenance services, and other similar convenience services, if these services are not available onsite. The facility operator shall also email this information to drivers expected to visit the site, 24 hours in advance of their arrival.

5. Each facility shall designate a point of contact responsible for implementing the measures described herein and/or in the project conditions of approval and mitigation measures. Contact information should be provided to the City and updated annually, and signs should be posted in visible locations providing the contact information for the point of contact to the surrounding community. These signs shall also identify the website and contact information for the South Coast Air Quality Management District.

6. Signage shall comply with the City's Sign Ordinance, Beaumont Municipal Code Chapter 17.07 Signage, which may be amended from time to time.

Community Benefit

1. Applicants for proposed projects meeting the criteria for this policy shall engage in meaningful and transparent community outreach to engage the existing community in determining issues of concern. The applicant shall make a quantifiable effort to address concerns through site design and other means during the project entitlement process. Suggested outreach efforts include but are not limited to, hosting community meetings, making presentations at Homeowner's Association meetings, and Planning Commission workshops.

2. Warehouse/distribution, logistics, e-commerce and other similar types of industrial development typically produce some community impacts related to the construction and operation of these facilities. The

applicant for any new project will be required to participate in the Land Use Management Mitigation Fee, which would be utilized to address applied to further off-set potential air quality impacts to the community and provide a community benefit above and beyond any CEQA related mitigation measures. The fee would be based on a nexus study and subject to the requirements of California Government Code sections 66000-66025 (the “Mitigation Fee Act”), and Assembly Bill (AB) 1600. The fee will be collected on a one-time basis. Funds collected through the fee program will be subject to designation for use by the City Council and will generally be used for projects that directly benefit the impacted community wherein the project is located

Staff Report

TO: City Council

FROM: Doug Story, Community Services Director

DATE October 4, 2022

SUBJECT: **Consider Adopting a Resolution Waiving the Facility Use and Staff Fees at the Albert A. Chatigny Sr. Community Recreation Center (CRC) for Beaumont-Cherry Valley Rotary Club Weekly Meetings**

Background and Analysis:

The Rotary Club of Beaumont Cherry Valley has submitted a request for consideration of waiving facility and staff fees for their weekly club meetings to be held at the Chatigny Community Recreation Center (CRC).

Beaumont-Cherry Valley Rotary is a nonprofit community organization serving the Beaumont community for 65 years. The Rotary Club supports the community through events such as the annual Thanksgiving Dinner, Cherries Jubilee, Winter Wish and support of the Interact Club for various community events. The Rotary Club volunteers at multiple City sponsored events throughout the year.

The Rotary Club has historically been meeting in various restaurants and meeting spaces but has recently had difficulty securing appropriate rooms.

Beaumont-Cherry Valley Rotary is requesting a fee waiver in the amount of $1,725 for the use of the Albert A. Chatigny Sr. Community Recreation Center (CRC) for the months of October – December 2022 and a fee waiver in the amount of $6,720 for the use of the building from January – December 2023.

Fiscal Impact:

The total amount of facility use fees requested to be waived for the weekly Rotary Club meetings is $1,725 of which $45 is for the deposit for the remainder of 2022. The total amount of facility use fees requested to be waived for the weekly Rotary Club meetings is $6,720 for January – December 2023. City staff estimates the cost to prepare this report to be $98.

Recommended Action:

Waive the full reading and adopt by title only, “A Resolution of the City of Beaumont Authorizing the Waiver of a multi-date Facility Use Fee at the Albert A. Chatigny Sr. Community Recreation Center (CRC) for Beaumont Cherry Valley Rotary Club.”

Attachments:

A. Resolution
B. Facility Use Application
C. Fee Waiver Request

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF BEAUMONT AUTHORIZING THE WAIVER OF FACILITY USE AND STAFF FEES AT THE CHATIGNY COMMUNITY RECREATION CENTER (CRC) FOR BEAUMONT-CHERRY VALLEY ROTARY CLUB

WHEREAS, Beaumont-Cherry Valley Rotary is a non-profit community organization that provides volunteer service to the community of Beaumont; and

WHEREAS, Beaumont-Cherry Valley Rotary provides scholarships to students who serve the community through volunteering for various activities and events; and

WHEREAS, Beaumont-Cherry Valley Rotary need a space to hold their weekly club meetings and has requested a fee waiver for the facility use and staff fees; and

WHEREAS, the City Council desires to waive facility use fees for Beaumont-Cherry Valley Rotary as it serves a public interest.

NOW, THEREFORE, BE IT RESOLVED, that the City of Beaumont does authorize a fee waiver of facility use fees for Beaumont-Cherry Valley Rotary's use of the Chatigny Community Recreation Center weekly on Thursdays for the month of October – December 2022 and January – December 2023 and finds that the fee waiver serves a valid public purpose in that the fee waiver will support the betterment of residents and youth within the Beaumont community.

MOVED, PASSED AND ADOPTED this ___day of October, 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

By:_____
Lloyd White, Mayor, City of Beaumont

ATTEST:

Nicole Wheelwright
DEPUTY CITY CLERK

By:_____

BEAUMONT PARKS AND RECREATION CITY OF BEAUMONT

FACILITIES USE AGREEMENT

GENERAL INFORMATION

Name Beaumont Cherry Valley Rotary Club

Address PO Box 3006 City Beaumont Zip 92223

Phone 951-312-8934 Email Robin.Knight@nfp.com

FACILITIES USE AGREEMENT

ALL PERSONS UTILIZING CITY FACILITIES SHALL ABIDE BY ALL CITY RULES AND ORDINANCES INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (PLEASE INITIAL TO ACCEPT TERMS BELOW)

RK Applicant is responsible for leaving facilities in the same conditions as received: for cleanliness; and turning off all utilities.

RK It is understood and agreed that the applicant shall be solely responsible for the activities conducted by it or subject to its controls, and applicant agrees to and does here hold the City harmless from any and all liability or alleged liability arising out of, or in any way related to, the activities by said applicant: and in the event suit is brought arising out of any such activities, applicant will defend the City and pay any and all attorney fees and Court cost incurred in such suit.

RK Night and weekend use of the Beaumont Facilities will be by special arrangement only, with additional payment required for a city employee to be present in the building for the full length of your use. All reservations must be made at least 30 days in advance.

RK There will be a charge of $20.00 per hour of use for a city employee to open the building, be present during your activity and to close the building when your activity is finished. ***THIS EMPLOYEE IS NOT RESPONSIBLE FOR SET UP OR CLEAN UP.***

RK A cleaning and damage deposit is required. **YOUR DEPOSIT IS REQUIRED TO RESERVE YOUR DATE.** $500.00 cleaning deposit which is refundable when the facility is left clean, and no damage occurs. If you do not clean the facility, and there are damages, your deposit will be retained to cover the cost, and you will be liable for any expenses incurred over and above the deposit paid. Cleaning includes the hallway and the restrooms.

RK All Parties in the City facilities must end at 10:00p.m. There may be no alcohol served after this time. Everyone must be off the premises by 12:00am.

RK Events at the CRC that use the overflow parking lot at night will be required to rent a light tower for their event. The light must be turned off by 10pm.

RK Alcohol is not permitted in the Civic Center/CRC facilities unless you have provided proof of security. Security guards must be present entire time alcohol is being served. The number of guards is to be determined by the Beaumont Police Department for Civic Center or CRC. (# of guards on all facility rentals are subject to approval by the Beaumont Police Department). Arrangements may be made with a private security firm. A copy of the contract must be provided to this office. **THE GUARD MUST BE LICENSED, BONDED, IN UNIFORM AND HAS NO ASSOCIATION WITH THE PARTY.**

RK Special arrangements can be made to sell alcohol in the Civic Center for nonprofit agencies with approval from the Community Service Department and /or the Chief of Police. **ALCOHOL IS NOT ALLOWED FOR PARTIES OF UNDER AGED PERSON(S) (21 & OLDER ONLY).**

RK If you plan to sell drinks, a one-day permit is required from ABC. You must first contact the Police Department for a letter to the ABC to obtain a permit. NOTE: ABC will not issue a permit to a private party, only nonprofit service clubs or organizations.

RK The city has 150 – 200 metal fold-out chairs, and 25 6-foot tables. These are available free of charge. If additional are needed, you will need to rent them from another organization.

RK Should the applicant desire to cancel the facility reservation, notification of the cancellation must be received no later than two weeks prior to the scheduled event. Should cancellation notice not be received by this time limit, a $100.00 cancellation fee will be charged and taken from the deposit paid.

By signing you are stating you have read and are complying by all rules of the ordinance.

Signature: Robin L. Knight Date: 9/24/22

Location:

☒ CHATIGNY REC CENTER ☐ CIVIC CENTER Room(s) number:

☐ PARKING LOT ONLY

Date(s) of Use: Every Thursday at noon Period of use: ☐ One Time ☒ Weekly ☐ Monthly

Other: Storage For Podium/mtg Supplies / Sod A

Open Building: am/pm Close Building: am/pm

Starting Time: 11:30 AM am/pm Ending Time: 1:30 pm am/pm

Equipment Needed for Meeting/Usage: ☒ Chairs ☒ Tables ☒ Other: TV Monitor/projector as needed

Name of Organization/Group: Beaumont Cherry Valley Rotary Club Non profit

Purpose of Meeting/Usage: Club meetings

Expected Attendance: 12-20 Open to the Public? ☒ Yes ☐ No

The City reserves the right to revoke this permit at any time

RENTAL RATES

CATEGORY:	1	2	3	4
Auditorium/gym	N/A	N/A	$120.00	$220.00 First 2 hours
$500.00 Deposit	N/A	N/A	$40.00	$100.00 Extra hours
Meeting Rooms	N/A	N/A	$50.00	$100.00 First 2 hours
$45.00 Deposit	N/A	N/A	$15.00	$40.00 Extra hours
Staff Fee per Hour:	TBD	$20 PER HR	$20 PER HR	$20 PER HR

CATEGORIES

1. City sponsored activities and use by departments and divisions of the City of Beaumont.

2. Local schools.

3. Civic groups; non-profit organizations, clubs, associations; other governmental agencies.

4. Wedding, receptions, and private parties. Commercially sponsored activities; use by business, groups, associations, or individuals for any type of profit-making activity or event.

CITY OF BEAUMONT FACILITY REQUEST
WORK OUT FORM

LOCATION CRC FACILITY DC-1 & DC-2

FIRST 2 HRS $50 x 2 = $100
ADD. HRS $ 0

THIS IS ONLY A WORK SHEET AND DOES NOT RENT FACILITY

RATES ARE SUBJECT TO CHANGE, BEFORE PERMIT IS SIGNED

STAFF FEES $ 40.00

2 hrs per wk
2 rooms.

SUB TOTAL $ 140. per wk
DEPOSIT $ 45.00
TOTAL $ 185.00 1st Mtg
$140.00 per wk after.

Please return signed and completed application to the

BEAUMONT PARKS AND RECREATION DEPARTMENT

1310 Oak Valley Parkway, Beaumont, Ca 92223

(951) 769-8524 | Parks@BeaumontCa.gov | BeaumontCa.gov

Staff approval signature:

2022 -
OCT - $605.00 (4 wks + Dep)
NOV - $560.00 (4 wks)
Dec - $560.00 (4 wks)
Total = $1,725.00

Entered in Recdesk date:

2023 -
$560 Per month x 12
Total = $6,720 00

Item 12.

CERTIFICATE OF LIABILITY INSURANCE

DATE 09/24/2022

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

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

PRODUCER	CONTACT NAME: Ali Sulita
Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	PHONE (A/C, No, Ext): 1-833-3ROTARY — FAX (A/C, No): 630-285-4062 E-MAIL ADDRESS: rotary@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westchester Surplus Lines Insurance Company	10172
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

All Active US Rotary Clubs & Districts
BEAUMONT CHERRY VALLEY ROTARY CLUB
ATTN: Risk Management Dept.
1560 Sherman Ave.
Evanston, IL 60201-3698

COVERAGES **CERTIFICATE NUMBER:** 899307648 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	Y		G73578917 001	7/1/2022	7/1/2023	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			G73578917 001	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

City of Beaumont
Parks and Recreation
550 E 6th St
Beaumont, CA 92223

Attn: Ashley Starr

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Cynthia L. La Montana

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Ashley Starr
astarr@beaumontca.gov
Recreation Superintendent
City of Beaumont Parks & Recreation
1310 Oak Valley Pkwy
Beaumont, CA 92223

Dear Ashley,

On behalf of Beaumont Cherry Valley Rotary Club, we wish to request a fee waiver to use a classroom at Chatigny Center. We will be holding our Rotary Club meetings every Thursday and attendance averages 15 per meeting.

As you are aware, Rotary is a nonprofit service organization that continues to provide services to local seniors and youth in the City of Beaumont. We are active in many community activities including Interact, Cherry Festival Parade, Winter Wish, Thanksgiving Day Dinner, Veterans Day, Human Trafficking, just to name a few.

We would greatly appreciate it if Council could waive all fees.

Sincerely,

Robin L Knight
President 2022-2023

Staff Report

TO: City Council

FROM: Doug Story, Community Services Director

DATE October 4, 2022

SUBJECT: **Consider Adopting a Resolution Waiving the Facility Use and Staff Fees at the Albert A. Chatigny Sr. Community Recreation Center (CRC) for Beaumont-Cherry Valley Rotary Club Senior Thanksgiving Dinner**

Background and Analysis:

The Rotary Club of Beaumont Cherry Valley has submitted a request for consideration of waiving facility and staff fees for their annual Senior Thanksgiving Dinner to be held at the Chatigny Community Recreation Center (CRC) on Saturday, November 12, 2022.

Beaumont-Cherry Valley Rotary is a nonprofit community organization serving the Beaumont community for 65 years. The annual Thanksgiving Dinner is a community event, hosted by Beaumont-Cherry Valley Rotary, which benefits seniors in our community who would not have a traditional Thanksgiving Dinner due to no family or low income. This is an invite only event for those who have been recognized for the need of this meal. In addition to Rotary, the Beaumont Interact Club also assists in preparing and serving the meal.

Beaumont-Cherry Valley Rotary is requesting a fee waiver in the amount of $1,020 for the use of the Albert A. Chatigny Sr. Community Recreation Center (CRC) for the Senior Thanksgiving Dinner event.

Fiscal Impact:

The total amount of facility use fees requested to be waived for the annual Senior Thanksgiving Dinner event is $1,020 of which $500 is for the deposit. City staff estimates the cost to prepare this report to be $98.

Recommended Action:

Waive the full reading and adopt by title only, “A Resolution of the City of Beaumont Authorizing the Waiver of a One-Time Facility Use Fee at the Albert A. Chatigny Sr. Community Recreation Center (CRC) for Beaumont Cherry Valley Rotary Club.”

Attachments:

A. Resolution
B. Facility Use Application
C. Fee Waiver Request

RESOLUTION 2022-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDER N-09-21, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF BEAUMONT FOR THE PERIOD SEPTEMBER 20, 2022 – OCTOBER 18, 2022, PURSUANT TO PROVISIONS OF THE RALPH M. BROWN ACT

WHEREAS, the City of Beaumont (the "City") is committed to preserving and nurturing public access and participation in meetings of the City Council; and

WHEREAS, all meetings of the City's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code §§ 54950 – 54963) (the "Brown Act"), so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the City's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the City Council previously adopted Resolution 2021-53 on October 5, 2021, finding that the requisite conditions exist for the legislative bodies of the City to conduct remote teleconference meetings without compliance with Government Code section 54953(b)(3); and

WHEREAS, as a condition of extending the use of the provisions found in Government Code section 54953(e), the City Council must reconsider the circumstances of the state of emergency that exists in the City, and the City Council has done so; and

WHEREAS, emergency conditions persist in the City, specifically, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency to exist in California as a

result of the threat of COVID-19; despite sustained efforts the virus continues to spread and is impacting nearly all sectors of California; and

WHEREAS, on or about July 28, 2021, Riverside County Public Health stated that "in light of the recent increase in local COVID-19 cases, Riverside County Public Health recommends residents follow the new state and federal guidance for face coverings. The current state and federal masking guidance recommend that vaccinated individuals wear face masks in public indoor settings. The state still requires unvaccinated individuals to wear masks indoors;" this remains the guidance of Riverside County Public Health; and

WHEREAS, the City Council does hereby find that the ongoing risk posed by the highly transmissible COVID-19 virus will continue to cause conditions of peril to the safety of persons within the City which are likely to be beyond the control of services, personnel, equipment, and facilities of the City, and the City Council desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency persisting, the City Council does hereby find that the legislative bodies of the City shall continue to conduct their meetings without compliance with Government Code section 54953(b)(3), as authorized by Government Code section 54953(e), and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in Government Code section 54953(e)(2); and

WHEREAS, all meeting agendas stating meeting dates, times and the manner in which the public may attend and offer public comment by call-in option or internet-based service option shall be posted, at a minimum, on the City's website and at the City's main office.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals.

The recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists.

The City Council hereby considers the conditions of the state of emergency in the City and the ongoing risk posed by the highly transmissible COVID-19 virus has caused, and will continue to cause, conditions of peril to the safety of persons within the City; furthermore, the guidance of Riverside County Public Health recommends physical distancing and face coverings.

Section 3. Re-ratification of Governor's Proclamation of a State of Emergency.

The City Council hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings.

The Mayor, the City Manager, and legislative bodies of the City are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date.

This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) October 18, 2022, or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City may continue to teleconference without compliance with Government Code section 54953(b)(3).

Section 6. Certification.

The Clerk of the City Council shall certify as to the adoption of this Resolution and shall cause the same to be processed in the manner required by law.

PASSED, ADOPTED, AND APPROVED, this 20th day of September 2022, by the following vote:

AYES: Lara, Santos, Lara, White
NOES:
ABSENT: Fenn
ABSTAIN:

_____
Lloyd White, Mayor

ATTEST:

_____
Nicole Wheelwright, City Clerk

APPROVED AS TO FORM:

_____
John O. Pinkney, City Attorney

NOV 12, CRC

BEAUMONT PARKS AND RECREATION CITY OF BEAUMONT

FACILITIES USE AGREEMENT

GENERAL INFORMATION

Name Bruce Murrill Beaumont Rotary Club

Address 9955 Cherry Ave City Cherry Valley Zip 92223

Phone 951 315 6598 Email Sandyourwood@Yahoo

FACILITIES USE AGREEMENT

ALL PERSONS UTILIZING CITY FACILITIES SHALL ABIDE BY ALL CITY RULES AND ORDINANCES INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (PLEASE INITIAL TO ACCEPT TERMS BELOW)

Applicant is responsible for leaving facilities in the same conditions as received: for cleanliness; and turning off all utilities.

It is understood and agreed that the applicant shall be solely responsible for the activities conducted by it or subject to its controls, and applicant agrees to and does here hold the City harmless from any and all liability or alleged liability arising out of, or in any way related to, the activities by said applicant: and in the event suit is brought arising out of any such activities, applicant will defend the City and pay any and all attorney fees and Court cost incurred in such suit.

Night and weekend use of the Beaumont Facilities will be by special arrangement only, with additional payment required for a city employee to be present in the building for the full length of your use. All reservations must be made at least 30 days in advance.

There will be a charge of $20.00 per hour of use for a city employee to open the building, be present during your activity and to close the building when your activity is finished. ***THIS EMPLOYEE IS NOT RESPONSIBLE FOR SET UP OR CLEAN UP.***

A cleaning and damage deposit is required. **YOUR DEPOSIT IS REQUIRED TO RESERVE YOUR DATE.** $500.00 cleaning deposit which is refundable when the facility is left clean, and no damage occurs. If you do not clean the facility, and there are damages, your deposit will be retained to cover the cost, and you will be liable for any expenses incurred over and above the deposit paid. Cleaning includes the hallway and the restrooms.

All Parties in the City facilities must end at 10:00p.m. There may be no alcohol served after this time. Everyone must be off the premises by 12:00am.

Events at the CRC that use the overflow parking lot at night will be required to rent a light tower for their event. The light must be turned off by 10pm.

Alcohol is not permitted in the Civic Center/CRC facilities unless you have provided proof of security. Security guards must be present entire time alcohol is being served. The number of guards is to be determined by the Beaumont Police Department for Civic Center or CRC. (# of guards on all facility rentals are subject to approval by the Beaumont Police Department). Arrangements may be made with a private security firm. A copy of the contract must be provided to this office. **THE GUARD MUST BE LICENSED, BONDED, IN UNIFORM AND HAS NO ASSOCIATION WITH THE PARTY.**

RENTAL RATES

CATEGORY:	1	2	3	4	
Auditorium/gym	N/A	N/A	$120.00	$220.00	First 2 hours
$500.00 Deposit	N/A	N/A	$40.00	$100.00	Extra hours
Meeting Rooms	N/A	N/A	$50.00	$100.00	First 2 hours
$45.00 Deposit	N/A	N/A	$15.00	$40.00	Extra hours
Staff Fee per Hour:	TBD	$20 PER HR	$20 PER HR	$20	PER HR

CATEGORIES

1. City sponsored activities and use by departments and divisions of the City of Beaumont.
2. Local schools.
3. Civic groups; non-profit organizations, clubs, associations; other governmental agencies.
4. Wedding, receptions, and private parties. Commercially sponsored activities; use by business, groups, associations, or individuals for any type of profit-making activity or event.

CITY OF BEAUMONT FACILITY REQUEST
WORK OUT FORM

LOCATION ORC FACILITY Gym

FIRST 2 HRS $ 120 (2)
ADD. HRS $ 240. (6)

THIS IS ONLY A WORK SHEET AND DOES NOT RENT FACILITY

RATES ARE SUBJECT TO CHANGE, BEFORE PERMIT IS SIGNED

STAFF FEES $ 160.

SUB TOTAL $ 520.
DEPOSIT $ 500.
TOTAL $ 1,020.00

8 hrs.

Please return signed and completed application to the

BEAUMONT PARKS AND RECREATION DEPARTMENT

1310 Oak Valley Parkway, Beaumont, Ca 92223

(951) 769-8524 | Parks@BeaumontCa.gov | BeaumontCa.gov

Staff approval signature: Heather Hawood Entered in Recdesk date: 8/5/22

August 22, 2022

City of Beaumont
City Council

Attn: Ashley Starr, Recreation Superintendent
Re: Beaumont Cherry Valley Rotary Club
Senior Thanksgiving Dinner

Subject: Fee waiver request

The Rotary Club of Beaumont Cherry Valley will be hosting its 51st Annual Senior Thanksgiving Dinner at the Chatigny Senior Community Center, on Saturday November 12 from 8am-4pm.

This is an annual event that benefits seniors in our community who would not have a traditional Thanksgiving Dinner due to no family or low income. This is an invite only event for those who have been recognized for the need of this meal. Many of our seniors look forward to this annual tradition as this may be the only time to socialize with friends. They are also served and entertained by the Beaumont Interact Club. For many this is the highlight of their year.

The turkeys for this meal are prepared by members of the Rotary Club as well as parents of the Beaumont Interact Club the night before. The rest of the meal is prepared in the kitchen the morning of the event.

The Rotary Club of Beaumont Cherry Valley is a 501© 3, non profit organization with our motto being “Service Above Self”. Our club and its members have been serving the Beaumont community for 65 years and hosting the Senior Thanksgiving Dinner for 50 years.

We are requesting that all the fees be waived for the use of the Chatigny Senior Community Center, so that we can continue to serve a Thanksgiving dinner to our needy seniors.

On behalf of the Rotary Club of Beaumont Cherry Valley, I want to thank you for taking our request under consideration. Thank you for the service you provide our city and its residents.

Sincerely,
Joanna Evans
Beaumont Cherry Valley Rotary Member
Senior Thanksgiving Head Chair
2022

Staff Report

TO: City Council

FROM: Christina Taylor, Deputy City Manager

DATE October 4, 2022

SUBJECT: **PLAN2022-0859 Automobile for Hire Application for Non-Emergency Medical Transportation Services - AMR Transportation, Inc.**

Background and Analysis:

On September 1, 2022, staff received an Automobile for Hire application for a non-medical transportation service. Beaumont Municipal Code Chapter 5.28 Automobiles for Hire requires the City Council to hold a hearing and approve the request to operate.

The services provided by the applicant involve the non-emergency transport of individuals, who need to be transported for a variety of medical reasons. Beaumont Municipal Code Chapter 5.28.030 Permit Application requires the following information be provided:

A. The name and address of the applicant, and if the same is a corporation, the names of its principal officers, or if the same is a partnership, the names of the partners, with the address of each.
B. A statement as to whether the permit is desired for a taxicab, ambulance or other classification.
C. A description of every motor vehicle which the applicant proposes to use, giving the trade name, motor and serial numbers, and State license numbers.
D. Body style, and seating capacity.
E. The street number and exact location of the place or places where the applicant proposes to stand each such automobile for hire.
F. The distinctive color scheme, name, monogram, or insignia which shall be used on such automobiles for hire.
G. Proposed schedule of rates and fares to be charged for carrying passengers.
H. If any proposed stand is in a public street, the application shall be accompanied by a written consent thereto of all the occupants of the ground floor of any building in front of which such vehicle is to be located, and for 25 feet each way there from, or if there is no such occupant, by the written consent thereto of the owner or lessee of such building or lot.

Staff has reviewed the application and determined the applicant has provided all of the necessary information to meet the applicable requirements in the municipal code as follows: (A)The applicant and business name and all identifying information have been provided. (B-D & F) The use is identified as non-emergency transportation and a description of the vehicle along with pictures, license plate number and registration have been provided. (G) The rates for service are set by the insurance provider paying the fee for service. Beaumont Municipal Code Chapter 5.28.030 (E) and (H) do not apply.

The business will be operated as a home-based business. Beaumont Municipal Code Chapter 17.11.110 Home Occupations(A)(5) allows for a home office for a service business where not more than one (1) one-ton vehicle is used for the business and kept at the property. The proposed business meets these requirements.

The requirements set forth in Beaumont Municipal Code Chapter 5.28.090 Insurance Required and Chapter 5.28.100 Insurance Amount have also been met. The applicant has provided liability insurance covering the business exceeding the $700,000 minimum requirement established in the code and has also provided a separate vehicle insurance policy.

This operation is not associated with AMR Ambulance and will not conflict with the emergency services provided by the ambulance company.

Fiscal Impact

The applicant paid $413.16 to file this application. If approved, the applicant will be required to apply for a Home Occupation Permit, a business license and pay the associated fees. Costs associated with preparing this staff report are offset by the application fees.

Recommended Action:

Approve the application for AMR Transportation, Inc. for non-emergency medical transportation.

Attachments:

A. Application
B. Certificate of Liability Insurance
C. Vehicle Photographs

City of Beaumont

Planning Department
550 E. 6th Street
Beaumont, CA 92223
(951) 769-8518
www.beaumontca.gov

Case No. PLAN2022-0859
Receipt No. RQ12103498
Fee $ 413.16
Date Paid 9/1/22

AUTOMOBILE FOR HIRE APPLICATION

Application Type: ☐Taxicab ☐Ambulance ☒Other: non-medical Transportation

1. Applicant's Name AMR Transportation Inc. Phone 951-275-1165
2. Applicant's Address 977 Lillies way / Beaumont CA 92223
   City/State/Zip
   Email Address: AmrTransportation3@gmail
3. Business Name Amr Transportation Inc Phone 951-275-1165
   (If corporation or partnership application must include names of principal officers or partners)
4. Business Address 977 Lillies way, Beaumont. CA 92223
5. Describe business activities (including location of the places where the applicant proposed to stand each automobile):
   Non-medical Transportation

13. Area for additional comments, clarifications, etc. N/A

14. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

Mohammad Marina — Aug 30th, 2022
Print Name and Sign – Applicant — Date

City of Beaumont

Planning Department
550 E. 6th Street
Beaumont, CA 92223
(951) 769-8518
www.beaumontca.gov

* Everything needed before we can accept payment.

AUTOMOBILES FOR HIRE APPLICATION

(PLEASE READ ALL INFORMATION CAREFULLY BEFORE FILLING OUT THE APPLICATION)

Please completely fill out the attached Automobile for Hire application and return it to the City of Beaumont along with the following items:

1. List of all vehicles including trade name, motor and serial numbers, state license numbers, body style and seating capacity.
2. Photographs of the proposed vehicles must show color scheme, name, monogram, or insignia used on the vehicle.
3. Proposed Schedule of Rates and fares to be charged for carrying passengers.
4. A copy of the Insurance policy proving for the payment of all legal claims for damages to person or property resulting from the operation of the automobiles.
5. Payment in the amount of $413.16 (non refundable).
6. Completed business license application with applicable fee.

Once your completed application has been submitted and the necessary fees have been paid, the Community Development Director will review all information submitted and contact the applicant regarding the date of the City Council hearing regarding the application.

Note for 3* Rate are set By Provider

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/25/2022

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

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

PRODUCER
SPEEDY INSURANCE AGENCY

12625 FREDERICK ST #i-1
Moreno Valley CA 92553

CONTACT NAME: TONY DABOUQI
PHONE (A/C, No, Ext): 951 472 0927
FAX (A/C, No): 888 534 7412
E-MAIL ADDRESS: info@speedyins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : WESTERN WORLD INSURANCE CO	A
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AMR TRANSPORTATION INC
977 Lillies Way
Beaumont CA 92223

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
A				CGL-0004625392-01	8/25/2022	8/25/2023	PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ INCLUDED
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

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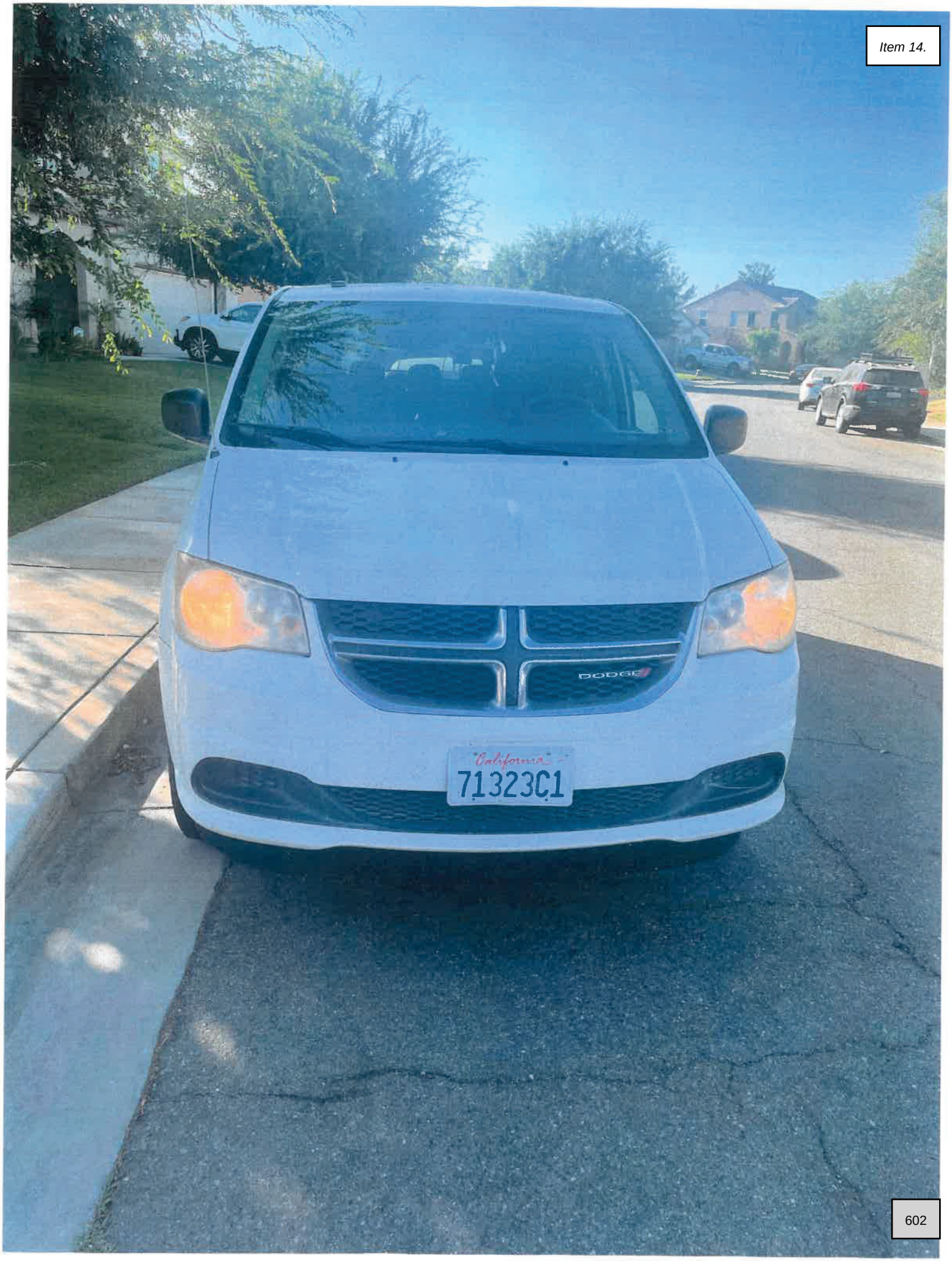
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Staff Report

TO: City Council

FROM: Carole Kendrick, Planning Manager

DATE October 4, 2022

SUBJECT: **Tentative Tract Map No. 32850 Modification to Conditions (TM2022-0009), Conduct a Public Hearing and Consideration of a Request to Amend the Conditions of Approval for Tentative Tract Map No. 32850 That Proposes to Subdivide 29.32 Acres into 95 Single-Family Residential Lots in the Residential Single-Family Zone on the West Side of Manzanita Park Road and South of Brownie Way**

Background and Analysis:

The applicant is requesting to modify three (3) conditions of approval placed on Tentative Tract Map No. 32850 that was originally approved by the City Council on July 19, 2005. The project initially proposed 108 residential lots ranging in size from 7,200 to 15,794 square feet, however, was reduced to 103 due to the existence of a gas line along the southerly property line. The project in its current form is proposing 95 single family residential lots, a 0.77-acre lot for drainage purposes, and a 1.59-acre park site lot.

On April 17, 2007, the City Council considered a request to modify Condition of Approval No. 5.13 which stated that “residences within the subdivision shall be limited to single-story residences”. The City Council approved the modification to allow up to 45 of the lots to contain two-story homes.

A condition was also added that required architectural plans to return to City Council for review and approval, which has been reflected in Condition of Approval No. 5.9. A copy of the staff report, applicant’s letter, approval letter and plotting exhibit for this item are attached as Attachment G to this staff report.

The applicant’s current request was submitted on August 17, 2022, and is provided as Attachment F to this staff report, and specifically requests the following modifications:

3.7 The subdivider is obligated to provide fully improved park space at a ratio of number of lots x 3.2 persons per household x 5 acres per 1,000 population. Said conditions of approval require park improvements and/or fees, and these requirements shall be applicable on a pro- rata basis for this subdivision. The plans for the required park area shall be approved prior to the issuance of the first residential building permit ~~recordation of the final map~~.

3.16 The minimum net lot size in this subdivision shall be 7,200 square feet. ~~The minimum usable pad depth shall be 90 feet~~.

4.1 Prior to the issuance of grading permits, the subdivider shall comply with all the following grading conditions:

a. The land divider or developer shall submit five (5) prints of a comprehensive grading plan to the Public Works Director which complies with the Uniform Building Code, Chapter 70, the Beaumont Municipal Code and as may be additionally provided for in these conditions.

b. A grading permit shall be obtained from the City Public Works Department prior to commencement of any grading.

c. Graded land shall be provided with erosion control measures as approved by the Public Works Director.

~~d. All residential building pads shall have a minimum depth of 90 feet and pad width of 70 feet exclusive of any slope in excess of two feet in vertical height.~~

~~5.13 Residences within the subdivision shall be limited to single story residences.~~

Staff provided the following modifications to conditions of approval, consistent with the modifications that were approved by the City Council in 2007, in addition to some clean-up language that is provided in Attachment A to this staff report. The Planning Commission recommended the language to 5.9 to include advertising and notifying surrounding property owners of the City Council meeting to review the architecture.

5.9 A minor plot plan for all residential buildings, garage and accessory buildings shall be submitted to the Planning Director accompanied by

applicable filing fees for a plot plan not subject to the California Environmental Quality Act and not subject to review by any governmental agency other than the City of Beaumont. The minor plot plan shall be reviewed and approved by the City Council, per the City Council at the April 17, 2007, City Council meeting. The meeting shall be publicly noticed in a newspaper of general circulation not less than 10 days prior to the hearing, in addition to notifying property owners within a 300-foot radius of the subject property.

The Minor Plot Plan shall require the approval of the ~~Director of Planning~~ City Council prior to issuance of building permits for lots included within the plot plan, including permits for model home complexes. The submittal and approval of plot plans may be phased provided:

5.13 A minimum of 50 ~~Residences~~ residences within the subdivision shall be limited to single-story residences, consistent with the plotting exhibit approved by the City Council on April 17, 2007.

On September 13, 2022, the Planning Commission conducted a public hearing regarding the subject application. The Commission discussed the merits of the application and indicated their concurrence with the requested modifications to Condition 3.7, 3.16 and 4.1.d.

However, a majority of the Planning Commission expressed concern regarding the applicant's request to delete Condition 5.13 as it was specifically modified by the Council in 2007 and suggested that this condition be discussed by the Council to determine the appropriate action.

As previously mentioned, the Planning Commission is recommending a modification to Condition 5.9, as noted in blue and underlined, to include legal advertising and public hearing notices for the future Plot Plan review by the City Council.

The Planning Commission by a vote 4-0 recommended that the City Council approve the modifications to Conditions 3.7, 3.16, 4.1.d and 5.9, and further consider the deletion of Condition 5.13.

The project setting can also be seen in the following materials attached to this staff report:

- General Plan Land Use Map (Attachment C)
- Zoning Map (Attachment D)

- Aerial Photograph (Attachment E)

The 29.32-acre site is currently vacant. The property is located in an area which contains single family residences to the east and north, vacant land to the west, and Childhelp is located to the south. The land uses, zoning, and General Plan land use designations of the project site and surrounding area are shown in the following Table.

	LAND USE	GENERAL PLAN	ZONING
PROJECT SITE	Vacant Land	Single Family Residential (SFR)	Residential Single Family (RSF)
NORTH	Single Family Residences	Single Family Residential (SFR)	Residential Single Family (RSF)
SOUTH	Childhelp USA	County of Riverside	County of Riverside
EAST	Single Family Residences (Seneca Springs)	Single Family Residential (SFR)	Seneca Springs Specific Plan (SP)
WEST	Vacant Land	Urban Village (UV)	County of Riverside

Approval Authority:

The Beaumont Municipal Code, Section 16.04.020 designates the Planning Commission as the “advisory agency” charged with reviewing and making recommendations on all proposed parcel map land divisions and tentative subdivision maps in the City. Section 16.24.050.A authorizes the Planning Commission to conditionally approval or disapprove all tentative parcel maps and tentative subdivision maps and land divisions and submit to the City Council for final approval.

When a tentative map is required under the Subdivision Map Act (66463.5(a)), an approved or conditionally approved tentative map shall expire 24 months after its approval or conditional approval. The Subdivision Map Act does allow for up to four (4) years of extensions subject to approval by the original approving body.

The project was originally approved by the City Council on July 19, 2005. Subsequently, the City Council granted three (3) one (1) year extensions which would have provided an expiration date of July 19, 2010.

The following California bills also extended the map for seven (7) years in California:

SB 1185 – Automatic on-year extension (Extension until July 19, 2011)
AB 333 – Automatic two-year extension (Extension until July 19, 2013)
AB 208 – Automatic two-year extension (Extension until July 19, 2015)
AB 116 – Automatic two-year extension (Extension until July 19, 2017)

Therefore, the expiration date for the proposed subdivision is July 19, 2017. The applicant filed an application for a final tract map on April 19, 2017, however the map has not been recorded due to outstanding items including the failure to meet the existing conditions of approval.

On November 17, 2020, the City and applicant entered into a settlement agreement to allow the applicant an additional 60 days in which to record the map with the potential for two (2) additional 60-day extensions.

In February of 2022, a second amendment to the settlement agreement was entered into and provided the applicant until March 12, 2023, to complete its application for a final tract map and cause the recordation of the final tract map.

Public Notice and Communications:

Property owners located within a 300-foot radius of the project site were notified of the public hearing on September 23, 2022, with a 10-day hearing notice in addition to a public notice in the Press Enterprise (see Attachment H). The Planning Department has received one comment email from the public as of the writing of this report, which is attached as Attachment I to this staff report. Any comments received prior to the time of the scheduled City Council hearing will be provided to the Council at the time of the meeting.

CEQA Review:

From the standpoint of the California Environmental Quality Act (CEQA), an Initial Study and Negative Declaration were prepared in 2004 and adopted by City Council on July 19, 2005, determined that although the project could have a significant effect on the environment, there will not be a significant effect in this case. The proposed modifications will not impact the previous analysis.

Fiscal Impact:

The fiscal impact for review, processing and the preparation of the Planning Commission and City Council staff reports is estimated at approximately $1,100.

Recommended Action:

Hold a Public Hearing;
Approve the modifications to the conditions of approval for Tentative Tract Map No. 32850; or
To further modify the conditions of approval for Tentative Tract Map No. 32580; or
To deny the modifications to the conditions of approval for Tentative Tract Map No. 32850.

Attachments:

A. Redlined Conditions of Approval
B. Tentative Tract Map No. 32850
C. General Plan Land Use Designation Map
D. Zoning Map
E. Aerial Photograph
F. Applicant's letter dated August 16, 2022
G. City Council Minutes, Staff Report, Letters and Plotting for Item 2.C from April 17, 2007
H. Proof of Publication
I. Mary Daniel email dated September 4, 2022

Incorporated herein by Reference:

- City of Beaumont General Plan
- City of Beaumont Zoning Ordinance
- Project Site's Riverside Conservation Authority Multi-Species Habitat Conservation Plan Informational Map
- Contents of City of Beaumont Planning Department Project File Tentative Tract Map No. 32850, TM2022-0009, PLAN2022-0767, Negative Declaration 04-ND-22, and LAFCO 2005-105-2.

CITY OF BEAUMONT
SUBDIVISION
CONDITIONS OF APPROVAL

TENTATIVE TRACT MAP NO. 32850
NEGATIVE DECLARATION NO. 04-ND-22
APN: 421-110-014
BEAUMONT PROPERTIES

ORIGINAL
CITY COUNCIL
APPROVAL DATE:
JULY 15, 2005
PLANNING COMMISSION DATE:
SEPTEMBER 13, 2022
CITY COUNCIL DATE:
OCTOBER 4, 2022

1.0 STANDARD CONDITIONS

1.1 The following conditions of approval are for **TENTATIVE TRACT NO. 32850**, and consist of Conditions 1.1 through 1.8, Conditions 2.1 through 2.6, Conditions 3.1 through 3.17, Conditions 4.1 through 4.15, Conditions 5.l through 5.13, Conditions 6.1 through 6.9; and pages 1 through 10, inclusive.

1.2 The subdivider shall defend, indemnify, and hold harmless the City of Beaumont, its agents, officers, and employees from any claim, action, or proceeding against the City of Beaumont, its agents, officers, or employees to attack, set aside, void, or annul an approval of the City of Beaumont, its advisory agencies, appeal boards, or legislative body concerning **TENTATIVE TRACT NO. 32850 and Negative Declaration 04-ND-22** which action is brought within the time period provided for in California Government Code, Section 66499.37. The City of Beaumont will promptly notify the subdivider of any such claim, action, or proceeding against the City of Beaumont and will cooperate fully in the defense. If the City fails to promptly notify the subdivider of any such claim, action, or proceeding or fails to cooperate fully in the defense, the subdivider shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City of Beaumont.

1.3 The subdivision shall comply with the State of California Subdivision Map Act and to all the pertinent requirements of The Beaumont Municipal Code, unless modified by the conditions listed below.

1.4 This conditionally approved tentative map will expire two (2) years after the original approval date, unless extended as provided by the Beaumont Municipal Code, the State Subdivision Map Act or by a development agreement. Action on a minor change and/or revised map request will not extend the time limits of the tentative map. Approval of the tentative map by the City Council will occur on April 5, 2005. The subject map shall expire on March 12, 2023 per the second amendment to the Settlement Agreement entered into in February 2022.

1.5 The final map shall be prepared by a licensed land surveyor or registered civil engineer subject to all the requirements of the State of California Subdivision Map Act and The Beaumont Municipal Code.

1.6 Within ten (10) days of approval by the City Council ten (10) copies of an Amended Per Final Conditions map shall be submitted to and approved by the Planning Director, if determined to be necessary, prior to release of the final conditions of approval. The amended map shall be in substantial conformance with Exhibit B.

1.7 Any subsequent review/approvals required by the conditions of approval, including but not limited to grading, landscaping, plot plan and/or building plan review, shall be reviewed on an hourly basis based on, or such fee as may be in effect at the time of submittal, listed in Ordinance No. 506.

1.8 The subdivider shall be fully responsible for maintenance and upkeep of any and all slopes, landscaped areas, open space areas, future development areas and irrigation systems until such time as maintenance responsibilities are assumed by other as approved by the Planning Director.

2.0 AGENCY CONDITIONS

2.1 The subdivider shall comply with the requirements set forth in the City Public Works Director conditions, a copy of which is attached hereto.

2.2 The subdivider shall comply with the requirements of the Beaumont Police Department.

2.3 The subdivider shall comply with the requirements set forth by the Riverside County Fire Department.

2.4 The subdivider shall comply with the requirements as set forth by the Beaumont-Cherry Valley Water District.

2.5 The subdivider shall comply with the requirements as set forth by the Southern California Gas Company.

2.6 The subdivider shall comply with the requirement as set forth by the Beaumont Unified School District, a copy of which is attached.

3.0 RECORDATION CONDITIONS

Prior to the RECORDATION of any final map, all the following conditions shall be satisfied:

3.1 The subdivider shall submit written clearances to the Public Works Director that all pertinent requirements from the following agencies have been met:

County Fire Department
City Police Department
City Community ~~and Economic~~ Development Department
Beaumont Cherry Valley Water District

Beaumont Unified School District

3.2 All road easements shall be offered for dedication to the public and shall continue in force until the governing body accepts or abandons such offers. All dedications shall be free from all encumbrances as approved by the Public Works Director. Street names shall be subject to the approval of the Public Works Director. Secondary access shall be offered for dedication and improved from the tract map boundary to a City maintained road as approved by the Public Works Director prior to recordation. The final street sections, configurations and improvements shall be subject to the approval of the Public Works Director.

3.3 All delinquent property taxes, special taxes and assessments shall be paid to the Riverside County Tax Collectors Office.

3.4 Easements, when required for roadway slopes, drainage facilities, utilities, etc., shall be shown on the final map if they are located within the land division boundary. All offers of dedication and conveyances shall be submitted and recorded as directed by the Public Works Director.

3.5 No lots fronting on knuckles, or cul-de-sacs shall have less than thirty-five (35) feet of frontage measured at the property line, with the exception of flag lots as approved by the Director of Planning.

3.6 This subdivision may be recorded in phases subject to the following:

a. Phasing, including phase boundaries and sequencing, shall be subject to Planning Director approval.

b. Common open space area improvement phasing, as applicable, shall be required subject to Planning Director approval.

3.7 The subdivider is obligated to provide fully improved park space at a ratio of number of lots x 3.2 persons per household x 5 acres per 1,000 population. Said conditions of approval require park improvements and/or fees, and these requirements shall be applicable on a pro-rata basis for this subdivision. The plans for the required park area shall be approved prior to ~~recordation of the final map~~the issuance of the first residential building permit.

3.8 The subdivider shall convey to the approved landscape maintenance entity fee simple title at no cost to the entity all park and open space areas, free and clear of all liens, taxes, assessment, leases (recorded and unrecorded) and easements, except those easements which in the sole discretion of the entity are acceptable.

3.9 The maintenance and management of common open space areas and common facilities shall be conducted as set forth herein and approved by the Director of Planning. All provisions of said condition shall be satisfied prior to map recordation.

3.10 A hydrology study, to the satisfaction of the Public Works Director, shall be prepared and approved prior to recordation. Said hydrology study shall be based upon methodology which is acceptable to the Riverside County Flood Control and Water Conservation District, and shall address the potential impacts of the project, as well as downstream impacts resulting from the project, and shall identify the level of responsibility of the project in correcting any downstream problems.

3.11 Prior to recordation, the subdivider shall work with the City and the Public Works Director to establish the necessary financing and implementation measures to ensure the provision of a fair share of such necessary facilities.

3.12 A total of 20 final, blue-line, final maps shall be submitted to the Public Works Department for final distribution to the agencies.

3.13 All perimeter walls and/or walls that front streets must be block wall.

3.14 Conditions, Covenants, and Restrictions (CC&R's) may be recorded for this tract by the Subdivider. A note shall be placed on the cover page of said CC&R's which states as follows: "The City of Beaumont shall not be responsible for the enforcement of the CC&R's for Tract No. 32850."

3.15 Prior to recordation of any subdivision map or issuance of any permits, annexation of the site must be approved by the City Council and the Riverside County Local Formation Commission and shall be fully completed.

3.16 The minimum net lot size in this subdivision shall be 7,200 square feet. ~~The minimum usable pad depth shall be 90 feet.~~

3.17 Manzanita Park Road shall be developed to a divided collector status as specified in the General Plan Circulation Element.

4.0 GRADING CONDITIONS

4.1 Prior to the issuance of GRADING PERMITS, the subdivider shall comply with all the following grading conditions:

a. The land divider or developer shall submit five (5) prints of a comprehensive grading plan to the Public Works Director which complies with the Uniform Building Code, Chapter 70, the Beaumont Municipal Code and as may be additionally provided for in these conditions.

b. A grading permit shall be obtained from the City Public Works Department prior to commencement of any grading.

c. Graded land shall be provided with erosion control measures as approved by the Public Works Director.

d. ~~All residential building pads shall have a minimum depth of 90 feet and pad width of 70 feet exclusive of any slope in excess of two feet in vertical height.~~

4.2 Detailed landscaping and irrigation plans shall be submitted to and approved by the Planning Director for the phase of development in process. The plans shall address all areas and aspects of the tract requiring landscaping and irrigation to be installed including, but not limited to, parkway planting, recreation trail, street trees, slope planting, common area and/or park landscaping. The plans shall be certified by a landscape architect, and shall provide for the following:

a. Permanent automatic irrigation systems shall be installed on all landscaped areas requiring irrigation. Low water use systems shall be specified.

b. Landscape screening where required shall be designed to be opaque up to a minimum height of six (6) feet at maturity.

c. All utility service areas and enclosures shall be screened from view with landscaping and decorative barriers or baffle treatments, as approved by the Planning Director. Utilities shall be placed underground wherever feasible.

d. Landscaping plans shall incorporate the use of specimen accent trees (24" box minimum) at key visual focal points within the project.

e. Where street trees cannot be planted within the right-of-way of interior streets and project parkways due to insufficient road right-of-way, they shall be planted outside of the road right-of-way.

f. Landscaping plans shall incorporate native, low water using and drought tolerant plants where appropriate.

g. All specimen trees on the subject property shall be shown on grading plans. Trees intended for retention and/or removal shall be so noted on the project grading plans. Replacement trees for those to be removed shall also be shown on the project grading plans.

h. All trees shall be minimum double-staked. Weaker and/or slow-growing trees shall be steel-staked.

4.3 Three (3) sets of detailed landscaping and irrigation plans shall be submitted pursuant to the Conditions of Approval with a ~~processing~~ appropriate fee ~~of $500.00~~ to the Community ~~and Economic~~ Development Department.

4.4 No grading permits shall be issued for any proposed new structures outside the areas shown on the approved tentative map unless otherwise approved by the Planning Director and the Public Works Director.

4.5 If grading is proposed for five (5) or more acres or is part of a larger project that will disturb five (5) or more acres it shall require a National Pollutant Discharge Elimination System (NPDES) Construction General Permit from the State Water Resources Control Board. Grading permits shall not be issued until the Public Works Director has determined that the project has complied with the current City requirements for compliance with the NPDES Construction General Permit.

4.6 If the project grading is to be phased, prior to issuance of a grading permit, an overall conceptual grading plan shall be submitted to the Public Works Director and Planning Director for approval. The plan shall be used as a guideline for subsequent detailed grading plans for individual phases of development and shall include the following:

a. Techniques which will be utilized to prevent erosion and sedimentation during and after the grading process.

b. Approximate time frames for grading and identification of areas which may be graded during the higher probability rain months of December through March.

c. Preliminary pad and roadway elevations.

d. Areas of temporary grading outside of a particular phase.

4.7 Driveways shall be designed so as not to exceed a fifteen (15) percent grade.

4.8 The subdivider shall provide evidence to the Public Works Director that all off-site grading areas have recorded grading and drainage easements and that maintenance responsibilities have been assigned as approved by the Public Works Director.

4.9 A qualified paleontologist shall be retained by the subdivider for consultation and comment on the proposed grading with respect to potential paleontological impacts. Should the paleontologist find the potential is high for impact to significant resources, a pre-grade meeting between the paleontologist, the City Public Works Director and the grading contractor shall be arranged. When necessary, the paleontologist or representative shall have the authority to temporarily divert, redirect, or halt grading activity to allow recovery of fossils. The paleontologist shall submit in writing to the Planning Director the results of the initial consultation and details of the fossil recovery plan if recovery was deemed necessary.

4.10 The subdivider shall pay at his or her sole expense and shall notify the Public Works Director in writing that the appropriate California Department of Fish and Game notification pursuant to Sections 1601/1603 of the California Fish and Game Code has taken place, or obtain an

"Agreement Regarding Proposed Stream or Lake Alteration" (Section 1601/1603 Permit) should any grading be proposed within or along the banks of any natural watercourse. Copies of any agreement shall be submitted to the Public Works Director with the notification.

4.11 The subdivider shall pay at his or her sole expense and shall notify the Public Works Director in writing that the alteration of any watercourse or wetland complies with the U.S. Army Corps of Engineers (Corps) Nationwide Permit Conditions, or obtain a permit under Section 404 of the Clean Water Act should any grading or construction be proposed within or alongside the banks of the any watercourse or wetland where the Corps has jurisdiction. Copies of any agreements shall be submitted to the Public Works Director along with the notification.

4.12 Grading plans shall be submitted to the Public Works Director for review and approval. The plans shall include an erosion and siltation control element, as necessary, to prevent graded and cleared areas from being eroded, resulting in the transport of sediment into the watercourses and downstream where it may affect downstream properties and habitat. Approval of the grading plans is required to fulfill monitoring requirements of the California Environmental Quality Act (CEQA).

4.13 Any grading plans proposing grading adjacent to or within the open space lots shall be submitted to the Planning Director for review and approval.

4.14 Lots shall be graded to drain to the street with no cross lot drainage permitted. Lot drainage shall be indicated on all grading plans.

4.15 The subdivider shall submit two (2) copies of a soils report to the Public Works Director. The report shall address the soils stability and geologic conditions of the site as approved by the Public Works Director.

5.0 BUILDING CONDITIONS

Prior to the issuance of BUILDING PERMITS, all the following conditions shall be satisfied:

5.1 The subdivider shall submit written clearances to the Planning Director that all pertinent requirements from the following agencies have been met:

City Public Works Department
Beaumont Unified School District
Beaumont-Cherry Valley Water District

5.2 A detailed wall and fencing plan shall be submitted to and approved by the Planning Director and shall show all project walls and fencing including, but not limited to, perimeter fencing, side and rear yard fencing, and open space or park fencing. A typical elevation of all walls and fences shall be shown on the wall and fencing plan. Decorative block walls shall be

constructed along all side yards adjacent to streets and in locations as approved by the Planning Director. The wall plan shall be consistent with the acoustical report and recommendations prepared for the project.

5.3 Roof-mounted mechanical equipment shall not be permitted within the subdivision, however, solar equipment or any other energy saving devices shall be permitted with Planning Director approval.

5.4 Building separation between all buildings shall not be less than ten (10) feet. Fireplaces and media niches when connected to fire places may encroach one (1) foot into the side yard setback. Additional encroachments are allowed as approved by the Planning Director pursuant to an application for a setback adjustment.

5.5 All street side yard setbacks shall be a minimum of ten (10) feet.

5.6 All front yards shall be provided with landscaping and automatic irrigation systems, as approved by the Planning Director.

5.7 Wood fencing shall not be permitted in this subdivision. Acceptable materials include masonry, stucco or vinyl, as approved by the Planning Director.

5.8 All utility connections and easements shall be placed underground and shall not encroach into the driveway area unless otherwise approved by the Public Works Director.

5.9 A minor plot plan for all residential buildings, garages and accessory buildings shall be submitted to the Planning Director accompanied by applicable filing fees for a plot plan not subject to the California Environmental Quality Act and not subject to review by any governmental agency other than the City of Beaumont. The minor plot plan shall be reviewed and approved by the City Council, per the City Council at the April 17, 2007, City Council meeting. The meeting shall be publicly noticed in a newspaper of general circulation not less than 10 days prior to the hearing, in addition to notifying property owners within a 300-foot radius of the subject property. The minor plot plan shall contain the following elements:

a. A final site plan (1"=30' minimum scale precise grading plan) showing all lots, building footprints, setbacks, walls, fencing, the floor plan and elevations of individual lots.

b. One (1) color and materials sample board containing precise color texture and material swatches or photographs (which may be from supplier's brochures). Indicate on the sample board the name, address and phone number of the preparer and the project applicant, the tract number, and the manufacturer and product numbers when feasible (trade names also acceptable).

c. One (1) set of architectural elevations colored to represent the selected color combinations, with symbols keyed to the color and materials sample board. Brief written color and material descriptions shall be located on the colored elevations.

No landscaping or other enhancements shall be shown on the elevations. Enhanced or upgraded rear and side facing architectural features shall be included for dwelling units adjacent to and visible from public roadways.

d. Five (5) sets of photographic or color laser prints (8 X 10 in.) of the sample board and colored elevations shall be submitted for permanent filing.

The Minor Plot Plan shall require the approval of the ~~Director of Planning~~City Council prior to issuance of building permits for lots included within the plot plan, including permits for model home complexes. The submittal and approval of plot plans may be phased provided:

a. A subdivision phasing plan has been submitted to and approved by the Planning Director and Public Works Director.

b. A separate plot plan shall be submitted to the Planning Director for each approved tract phase accompanied by the appropriate filing fees.

5.10 All residential units shall be served by a minimum of two access points at all times, for proper circulation and emergency vehicle ingress and egress, as approved by the Fire Department.

5.11 All residential and commercial structures shall be provided with "four-sided" architectural features. With respect to residential structures, this may take the form of edge trim on all exterior doors or windows, or other methods as approved by the Planning Director.

5.12 All residences must have illuminated address numbers.

5.13 A minimum of 50 ~~Residences~~ residences within the subdivision shall be limited to single-story residences, consistent with the plotting exhibit approved by the City Council on April 17, 2007.

6.0 FINAL INSPECTION/OCCUPANCY CONDITIONS

Prior to the FINAL BUILDING INSPECTION or issuance of OCCUPANCY PERMITS, which ever occurs first, all the following conditions shall be satisfied:

6.1 Decorative block and sound walls shall be constructed along all external tract boundaries subject to the approval of the Public Works Director and Planning Director. A graffiti resistant coating or landscaping shall be provided on all block walls.

6.2 All walls and fences shall be constructed subject to the approval of the Planning Director.

6.3 Wall and fence locations shall conform to the approved wall fencing plan and approved landscape and irrigation plans.

6.4 All landscaping and irrigation shall be installed in accordance with approved plans. If the seasonal conditions do not permit planting, interim landscaping, and erosion control measures shall be utilized as approved by the Planning Director and the Public Works

Director.

6.5 A licensed landscape architect shall provide a Compliance Letter to the Planning Director and the Public Works Director stating that the landscape and irrigation system has been installed in compliance with the approved landscaping and irrigation plans and conditions of approval. The Compliance Letter shall be submitted at least three (3) working days prior to any final building inspection or issuance of any occupancy permits, whichever occurs first.

6.6 All landscaping and irrigation shall be installed in accordance with approved plans and shall be verified by a City field inspection at the direction of the Planning Director.

6.7 All driveways shall be concrete paved.

6.8 The required park facilities shall be completed and issued a final building permit inspection consistent with the phasing schedule to be developed in the implementation of the Recordation Conditions set forth herein.

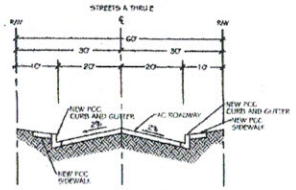
6.9 The subdivider shall submit to the Planning Director a duly and completely executed agreement with a CFD or other maintenance entity approved by the Planning Director which demonstrates to the satisfaction of the City Attorney, Planning Director and Public Works Director that the subdivider has provided for the dedication and maintenance of landscaping, irrigation and open space areas. Model homes shall be exempt from this condition.

IN THE COUNTY OF RIVERSIDE, TO BE INCORPORATED INTO THE CITY OF BEAUMONT

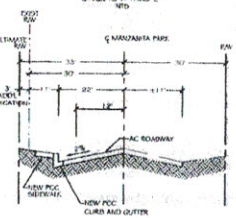
TENTATIVE TRACT MAP NO. 32850

BEING A PORTION OF THE SOUTHERLY 50 ACRES OF THE WEST ONE-HALF, OF THE NORTHEAST ONE-QUARTER, OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

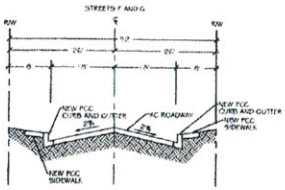
JULY 2005



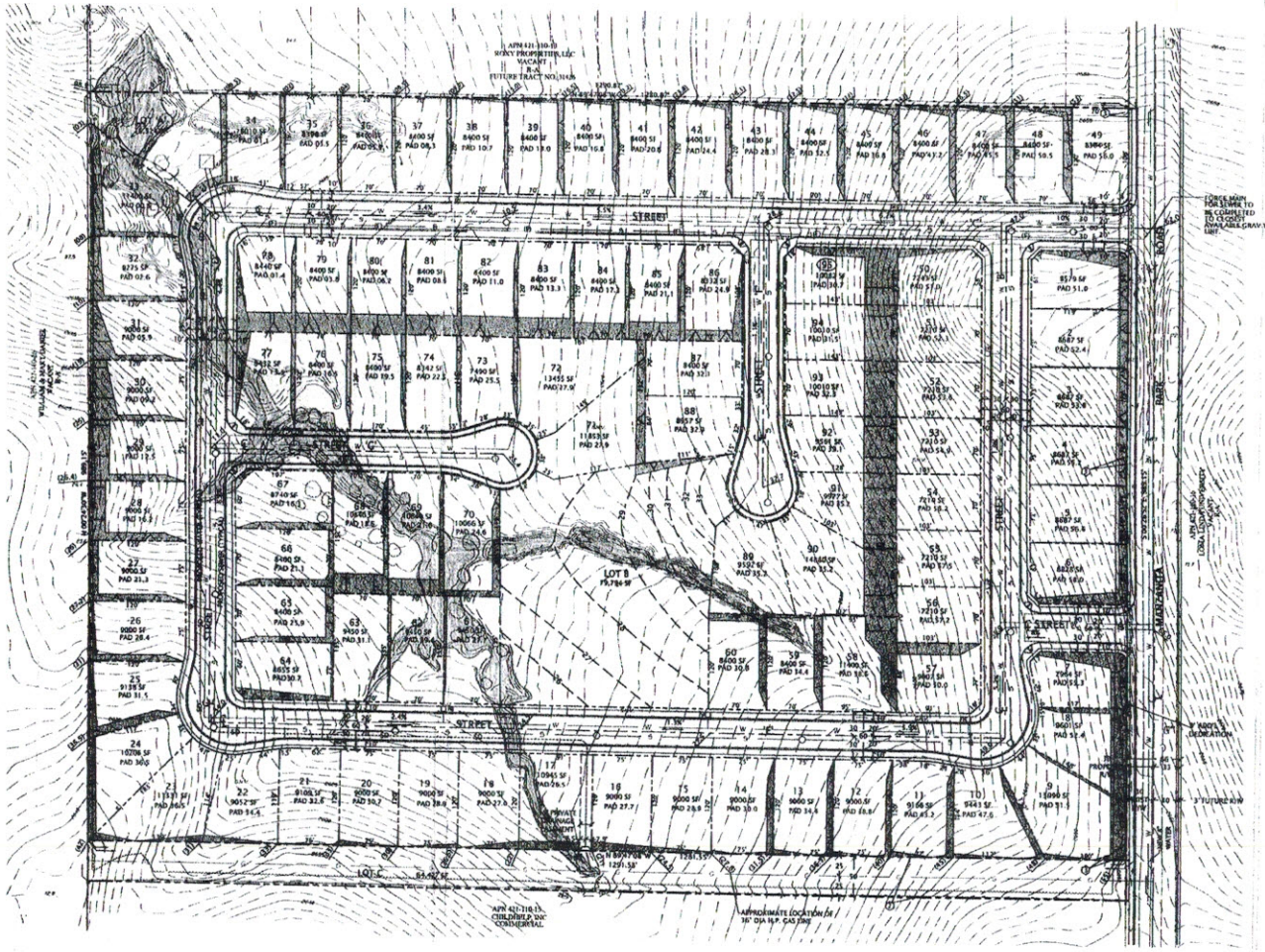
TYPICAL SECTION
STREETS A THRU E
NTS



TYPICAL SECTION
MANZANITA PARK ROAD
NTS



TYPICAL SECTION
STREETS F AND G
NTS



NOTES

1. ASSESSORS PARCEL NUMBER: 421-110-014
2. EXIST ZONING: RA (COUNTY OF RIVERSIDE)
3. PROPOSED ZONING: R-SF
4. PROJECT AREA: 1267234 SF = 29.09 AC
   EXISTING/PROPOSED GROSS AREA: 1306800 SF = 30.00 AC
   EXISTING NET AREA: 1277125 SF = 29.32 AC
   PROPOSED NET AREA: 1267234 SF = 29.09 AC
   ADDITIONAL DEDICATION: 9891 SF = 0.23 AC
5. MIN LOT SIZE: 7210 SF
   MAX LOT SIZE: 14650 SF
   AVERAGE LOT SIZE: 9117 SF
   LOT A: 16,324 SF = 0.37 AC (RETENTION BASIN)
   LOT B: 79,794 SF = 1.83 AC PARK
   LOT C: 64,427 SF = 1.48 AC
   TOTAL OPEN SPACE: 160,545 SF 3.68 AC
6. TOTAL NUMBER OF LOTS: 88
7. PROPOSED DENSITY: 3.17 DU/GROSS AC

PRELIMINARY GRADING

THE CONCEPTUAL GRADING SHOWN HERE ON IS FOR PRELIMINARY PLANNING PURPOSES ONLY AND IS SUBJECT TO REVISION. (NOTE: SLOPES LESS THAN 2 HIGH NOT SHOWN)

PRELIMINARY ESTIMATE OF EARTHWORK:
134,000 CY CUT
100,000 CY FILL
(NTE IS PROPOSED TO BALANCE)

LEGAL DESCRIPTION

TENTATIVE TRACT NO. 32850 BEING A SUBDIVISION OF THE FOLLOWING:

THE SOUTHERLY 50 ACRES OF THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.
EXCEPTING THEREFROM THE SOUTHERLY 30 ACRES THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST ONE-QUARTER; THENCE NORTH 0°24'50" WEST ON THE WEST LINE THEREOF, 660.88 FEET; THENCE SOUTH 89°44'00" EAST, 1,318.42 FEET TO THE EAST LINE OF SAID WEST HALF OF THE NORTHEAST ONE-QUARTER; THENCE SOUTH 0°21'30" EAST OF SAID EAST LINE, 660.96 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE NORTH 89°44'00" WEST, 1,317.64 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE EASTERLY 30 FEET OF SAID LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED FEBRUARY 5, 1920 AS INSTRUMENT NO. 1660.

EASEMENTS

1. AN EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES, RECORDED JULY 3, 1930 AS INSTRUMENT NOS. 6401-3 THROUGH 6402-6 OF OFFICIAL RECORDS IN FAVOR OF WILBUR S. STANSON, ETAL. TO BE ABANDONED.
2. AN EASEMENT FOR RIGHT OF WAY FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 16, 1971 AS INSTRUMENT NO. 15790 OF OFFICIAL RECORDS, IN FAVOR OF SOUTHERN CALIFORNIA GAS CO. AND SOUTHERN COUNTIES GAS CO.
3. AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 27, 1987 AS INSTRUMENT NO. 293396 OF OFFICIAL RECORDS, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY.

UTILITY PURVEYORS:

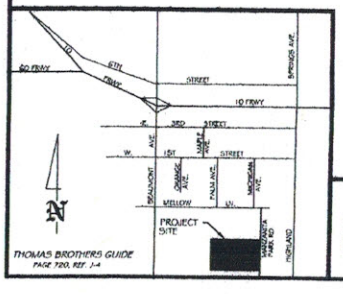
WATER:
BEAUMONT CHERRY VALLEY WATER DISTRICT
560 MAGNOLIA AVENUE
BEAUMONT, CA 92223
(909) 845-9581

SEWER:
CITY OF BEAUMONT
550 E. SIXTH STREET
BEAUMONT, CA 92223
(909) 769-8520

GAS:
SOUTHERN CALIFORNIA GAS COMPANY
P.O. BOX 3003
REDLANDS, CA 92373-0506
(909) 335-7547

ELECTRIC:
SOUTHERN CALIFORNIA EDISON
267 TENNESSEE STREET
REDLANDS, CA 92373
(909) 307-6710

CABLE:
ADELPHIA CABLE
1732 ORANGE TREE LANE
REDLANDS, CA 92373
(909) 798-2228



BENCHMARK:

BEING A BRASS DISK TOP CONCRETE FOOTING, ON PENNSYLVANIA AVENUE 660 FEET SOUTH OF FIRST STREET, 12 FEET NORTH OF THE NORTH ENTRANCE TO THE SUNNYSLOPE CEMETERY, 40.5 FEET EAST OF PENNSYLVANIA AVENUE, IN THE NORTHEAST CORNER OF A 4X4X60 PALO VERDE STONE GATE POST, A BRASS DISK IN THE TOP OF THE CONCRETE FOOTING OF THE GATE POST AND MARKED E-2-G1

SEV 2571.976

LEGEND

SEWER FORCE MAIN
SEWER GRAVITY MAIN
WATER MAIN

Fish + Game

1"=80'
SURVEY DATE: 7/23/04

JUL 2 6 2005

OWNER/APPLICANT:
BEAUMONT PROPERTIES
ATTN: MO BENZAD
731 WASHINGTON DRIVE
REDLANDS, CA. 92374
(909) 793-4675

TENTATIVE TRACT MAP NO.32850
ASSESSORS PARCEL NUMBER 421-110-014
COUNTY OF RIVERSIDE

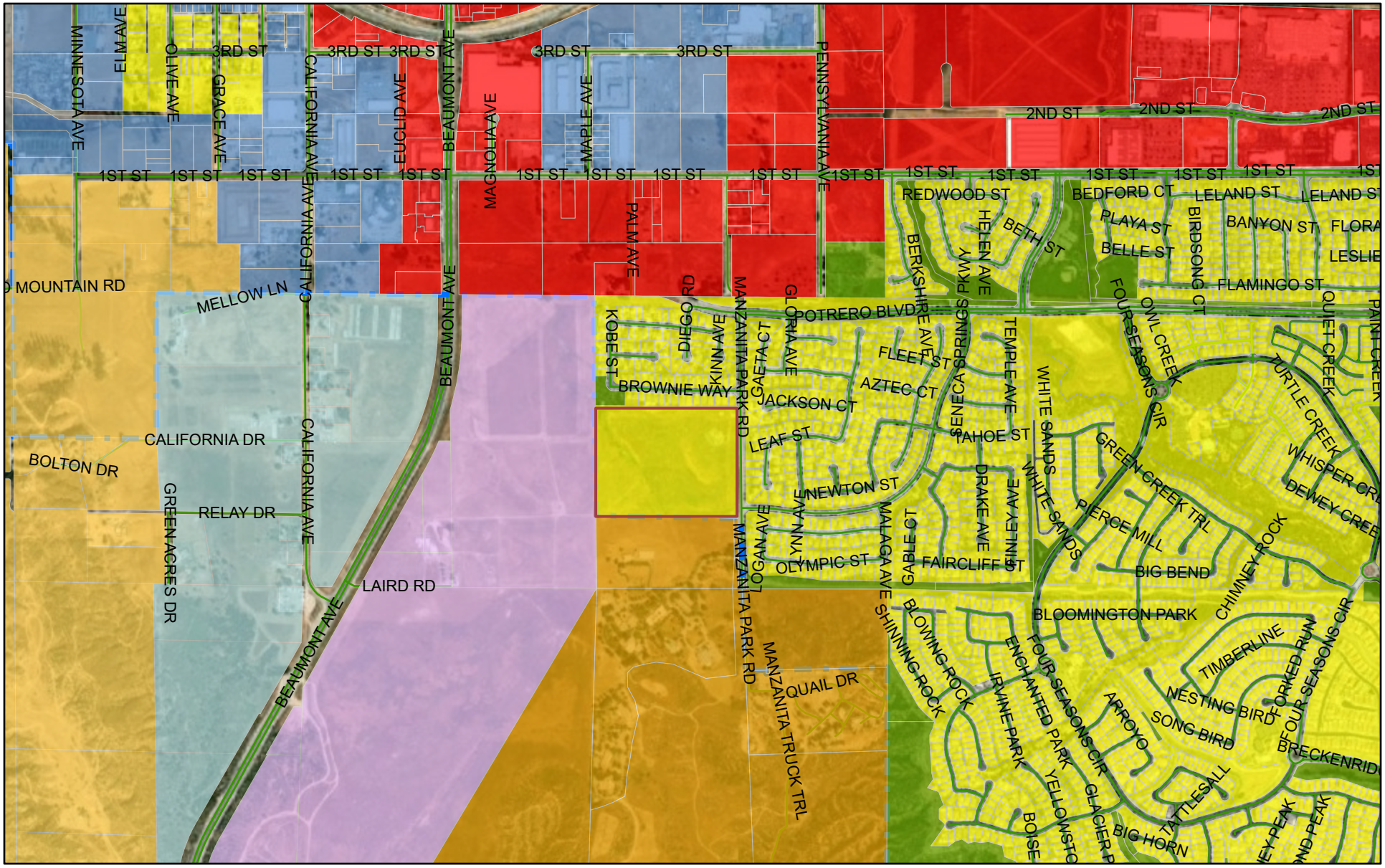
THATCHER ENGINEERING & ASSOCIATES, INC.
348 5TH STREET, SUITE B
REDLANDS, CALIFORNIA 92374
(909) 748-7777 FAX (909) 748-7776

Milton W. Thatcher, III R.C.E. 39964 Exp. Date

Job No.	Date Prepared	Designed By	Drawn By
102813	7/25/05	MWT	SW

Sheet 1 of 1

TM2022-0009 TTM32850 General Plan Land Use



9/6/2022, 11:05:19 AM

General Plan

- Open Space
- Employment District
- Industrial
- High Density Residential
- Traditional Neighborhood
- Single Family Residential
- Rural Residential 40
- Urban Village
- General Commercial
- Public Facilities
- City Boundary

1:18,056

0 0.13 0.25 0.5 mi

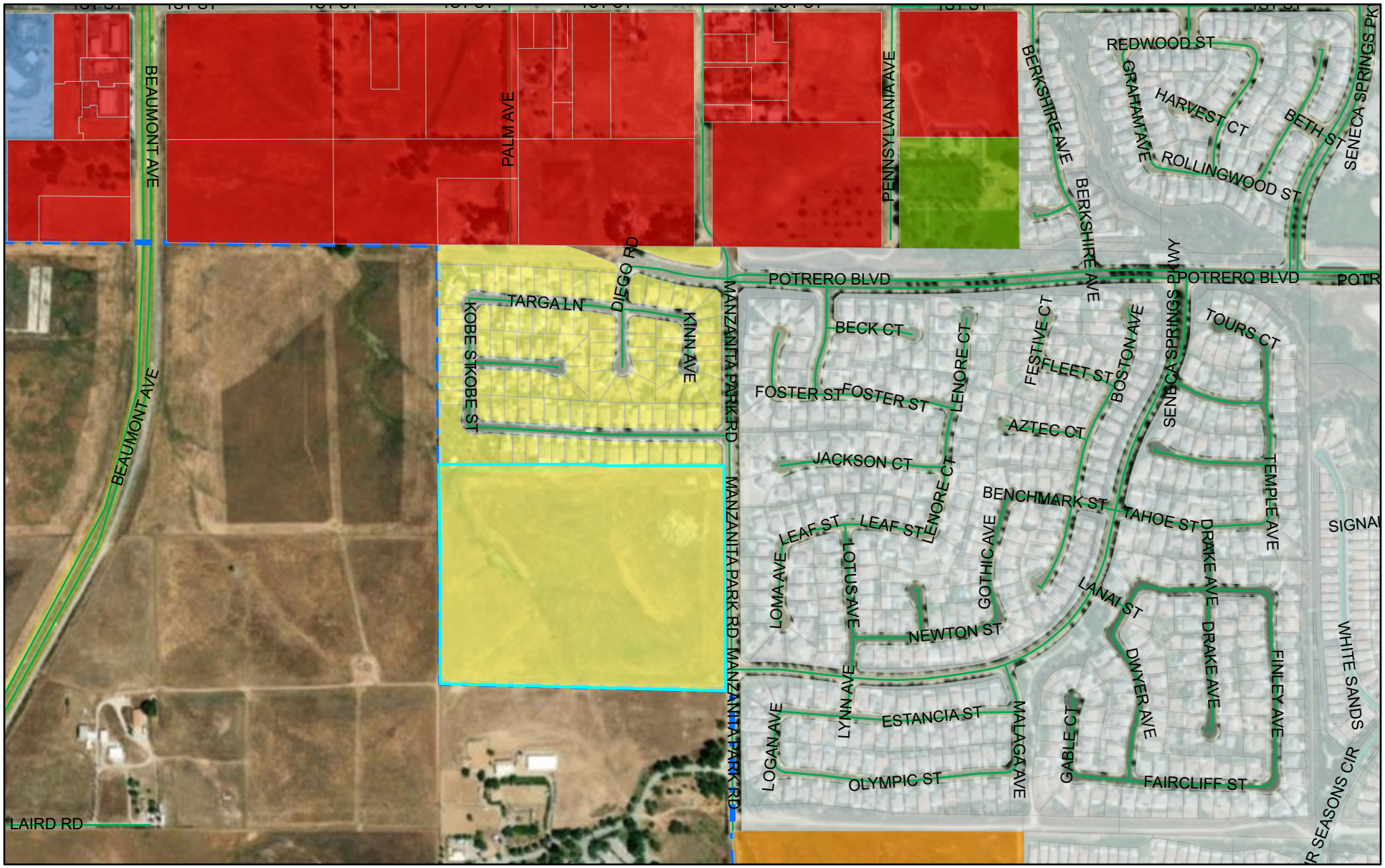
0 0.2 0.4 0.8 km

San Bernardino County, Maxar

City of Beau

San Bernardino County, Maxar | RCIT GIS, LAFCO | RCIT | Riverside County Assessor / RCIT |

TM2022-0009 TTM32850 Zoning Map



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0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

San Bernardino County, Maxar

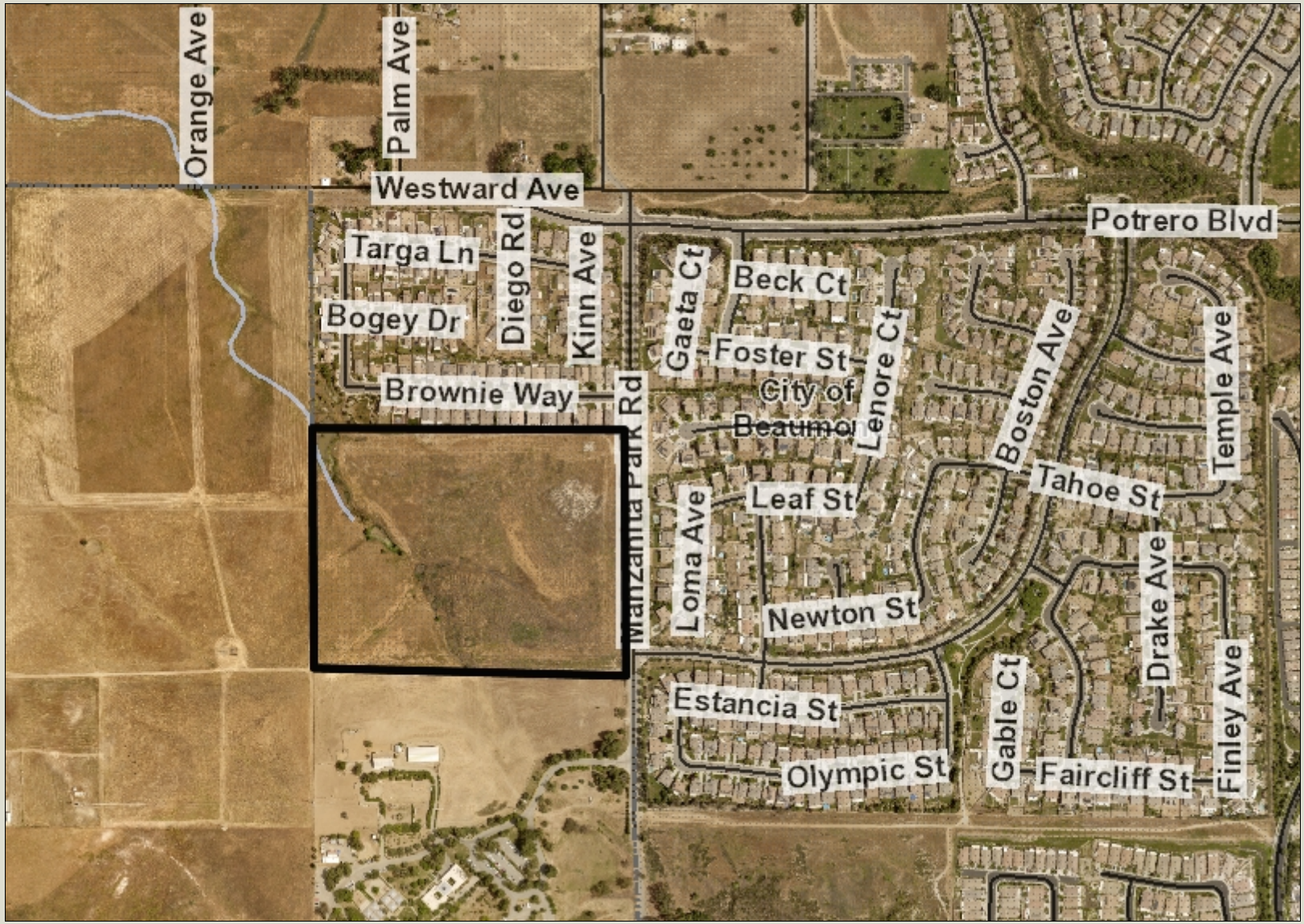
Zoning

- Specific Plan
- Residential Single Family
- Residential Multiple Family
- Community Commercial
- Recreation/Conservation
- Manufacturing
- City Boundary
- Street Labels
- Highways/Major Streets

City of Beau

San Bernardino County, Maxar | RCIT GIS, LAFCO | RCIT | Riverside County Assessor / RCIT |

TM2022-0009 TTM32850 Aerial Photograph



Legend

- County Centerline Names
- County Centerlines
- Blueline Streams
- City Areas
- World Street Map

0 770 1,539 Feet

IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON... 9/6/2022 11:18:20 AM

© Riverside County GIS

Notes

City of Beaumont
550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
FAX (951) 769-8526
Email: cityhall@ci.beaumont.ca.us
www.ci.beaumont.ca.us

Beaumont City Council
Meeting of
April 17, 2006
Agenda Item # 2.c

Modifications to the Conditions of Approval for Tentative Tract No. 32850, West side of Manzanita Park Road, South of Potrero Blvd. – Applicant: Mo Behzad

Recommendation: City Council Review and Approve the Modification to the Conditions of Approval for Tentative Tract Map No. 32850

Staff report was given by Ernest Egger, Director of Planning.

Motion by Council Member Berg, Seconded by Council Member Dressel to approve the Modification as referred to in the exhibit (attached) with the addition that the architectural plans come back to City Council for review and approval. Vote:5/0

Certification

I hereby certify that the forgoing is a full, true and correct copy of an order made and entered in the City Council Minutes of April 17, 2007.

Shelby Hanvey
Administrative Services Manager/
Deputy City Clerk

City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(909) 769-8520
FAX (909) 769-8526
Email: cityhall@ci.beaumont.ca.us
www.ci.beaumont.ca.us

April 23, 2007

Vicky Valenzuela, Project Manager
Thatcher Engineering & Associates, Inc.
345 5th Street, Suite 'B'
Redlands, CA 92374

SUBJECT: Tract Map 32850 Modifications to Conditions of Approval

Dear Vicky Valenzuela:

The City of Beaumont City Council has approved the above referenced request. City Council added a condition that requires the architectural plans to return to City Council for review and approval. Attached is a copy of the City Council Minute Order and a stamped approved copy of the exhibit. If you have any questions please feel free to call the Planning Department at (951) 769-8518.

Very truly yours,
CITY OF BEAUMONT

Rebecca Posalski

Rebecca Posalski
Assistant Director of Planning

• land planning
• civil engineering

thatcher engineering & associates, inc.

City of Beaumont
Planning Department
550 E. Sixth Street
Beaumont, CA 92223

Date: February 8, 2007
Job No.: 102813

ATTN: Mr. Ernie Egger, Director

RE: Tract 32850, City of Beaumont

Dear Ernie:

Condition of Approval No. 5.13 of approved Tentative Tract 32850 requires that "residences within the subdivision shall be limited to single-story residences." This condition has been detrimental to the developer. Although he has made several attempts to market this subdivision, the single-story requirement continues to be a roadblock with potential builders. Therefore, we are hereby requesting that Condition 5.13 be modified to allow up to 45 of the 95 lots to have two-story units. To supplement this request and provide for your review, we attach an exhibit showing where we would propose two-story homes. Also, we have noted on the table of the enclosed plan the estimated top of roof elevation for all of the homes. Please note that in all instances, we have kept the two-story units away from the highest part of the subdivision and as shown on the attached table, the top of the roof for a two-story unit is lower than the top of a single-story unit on the same sight line. As an example, Lot 94, as a two-story unit has a top of roof elevation of 83.2, where the single-story unit on Lot 51 has a top of roof elevation of 84.4. Also, in all instances, we have provided for single-story units on all corner lots. This was done to provide more of an "open" feel at the intersection areas.

We appreciate your consideration of this matter, and ask that you please contact the undersigned at (909) 748-7777 should you have any questions or require additional information.

Yours truly,
THATCHER ENGINEERING & ASSOC., INC.

Vicky Valenzuela

Vicky Valenzuela, Project Manager

cc: Mr. Mo Behzad, Beaumont Properties

• 345 5th street, suite b • redlands, ca 92374 • phone 909.748.7777 • fax 909.748.777

Agenda No. 2-C

STAFF REPORT

TO: **Honorable Mayor and City Council Members**

FROM: **Community and Economic Development Department**

AGENDA DATE: **April 17, 2007**

SUBJECT: **Request for Modification of Conditions of Approval for Tentative Tract No. 32850, West Side of Manzanita Park Road, South of Potrero Boulevard. Applicant: Mo Behzad**

□□

BACKGROUND/ANALYSIS:

Staff is in receipt of a request from Mr. Mo Behzad to modify a condition of the original approval of a 95 lot subdivision on the west side of Manzanita Park Drive. The condition in question limited all dwellings in this tract to single story homes, in deference to aesthetic concerns from surrounding areas.

The applicant has indicated that he has experienced great difficulty in securing a merchant builder to construct the project due to the limited flexibility in product types and building square footages resulting from the single-story limitation. The applicant has submitted the enclosed narrative indicating these difficulties and detailing a revised proposal which would allow two-story units on 45 of the 95 lots. Staff has worked with the applicant's engineer to site the proposed two-story units in a manner which would minimize their visibility from surrounding areas, particularly as viewed from Beaumont Avenue looking easterly. The two-story units would largely be clustered in the site's interior.

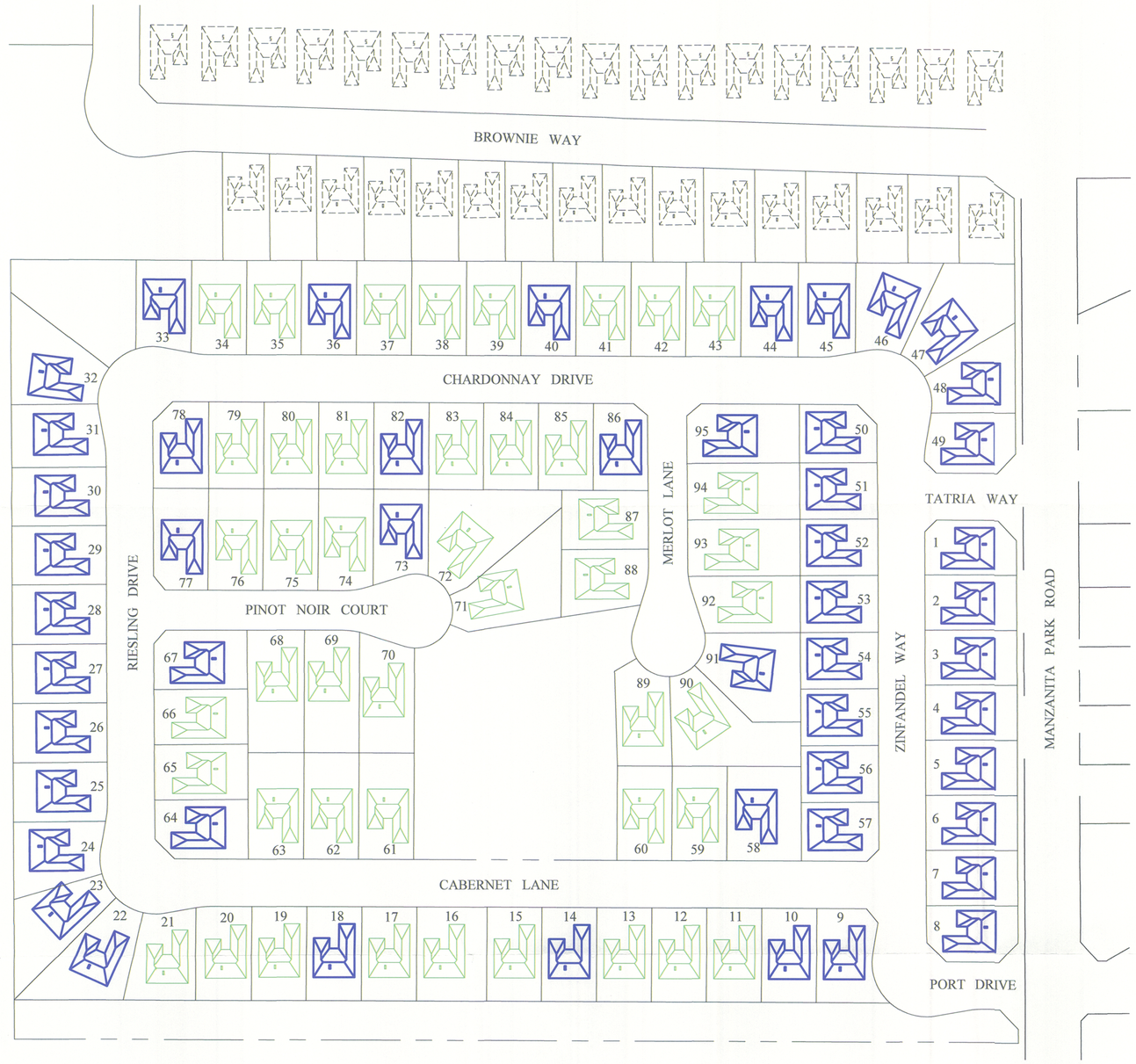
RECOMMENDATION:

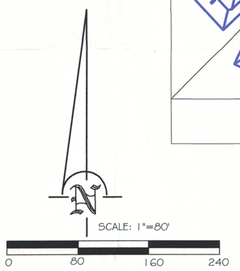
Staff believes that, in light of market conditions, the applicant's request is reasonable and recommends that the City Council approve the proposed modification.

Respectfully Submitted,

Ernest A. Egger, AICP, REA
Director of Planning

TRACT 32850





LEGEND

	ONE STORY HOUSE
	TWO STORY HOUSE
	EXISTING ONE STORY

CITY OF BEAUMONT
APPROVED
BY: [illegible]
PLANNING DIVISION
DATE: 4/17/07
Subject to Conditions of Approval

PREPARED FOR/APPLICANT:

BEAUMONT PROPERTIES
ATTN: MO BEHZAD
731 WIMBLETON DRIVE
REDLANDS, CA 92374
PHONE: (909) 793-6675

• land planning
• civil engineering
phone 909.748.7777
fax 909.748.7776
thatcher engineering & associates, inc.
345 6TH street, suite 'b' redlands, ca 92374

REGISTERED PROFESSIONAL ENGINEER
MELVIN W. THATCHER, III
No. 39964
Exp. 12/31/07
CIVIL
STATE OF CALIFORNIA

Melvin W. Thatcher, III R.C.E. 39964 Exp. Dec 31, 2007

Job No.	Date Prepared	Designed By	Drawn By	Reference No.	Sheet
117202	03/05/07	M.W.T.	SB	10281 EXHIBIT	Of 1

MAR 05 2007

LEGAL ADVERTISEMENT

NOTICE IS HEREBY GIVEN, that the City of Beaumont will conduct public hearings to consider the matter described below. The City Council's public hearing will be held at 6:00 p.m. on Tuesday, October 4, 2022, at 550 East Sixth Street, Beaumont, California.

TENTATIVE TRACT MAP NO. 32850 MODIFICATION TO CONDITIONS (TM2022-0009), Conduct a public hearing and consideration of a request to amend the conditions of approval for Tentative Tract Map No. 32850 that proposes to subdivide 29.32 acres into 95 single family residential lots in the Residential Single-Family zone on the west side of Manzanita Park Road and south of Brownie Way. (APN: 428-010-018)

The applicant for this project is **Hamid Roknian, Ronita Roknian & Mozafar Behzad**

Public comments can be made in person, using the public comment phone line or by written email. Phone-in comments will be accepted by calling the designated public comment phone line (951) 922-4845 prior to the corresponding item. Public comments shall not exceed three minutes unless otherwise authorized by City Council. Written comments can be emailed to NicoleW@BeaumontCa.gov Public comments accepted via email will be read aloud during the corresponding item of the meeting. Comments can be submitted any time prior to the meeting as well as during the meeting until the end of the corresponding item.

This meeting will be conducted in person and also and will be recorded for live streaming. All City of Beaumont public meetings will be made available via live streaming and made available on the City's official YouTube webpage. Please use the following link during the meeting for live stream access: BeaumontCa.gov/Livestream

Carole Kendrick
Planning Manager
ckendrick@beaumontca.gov
The Press-Enterprise
Published: 9/23/22

From: Mary Daniel
To: Carole Kendrick
Subject: Tentative tract map 32850
Date: Sunday, September 04, 2022 3:21:10 PM

Thank you for sending this information -- you are absolutely right it does affect our property when 95 houses are planned for our property line, so we appreciate the heads up. I have several questions.

I don't know if you are aware but this project was first planned back in 2005 when the criminals were in charge of Beaumont. They were okaying anything and everything and these 95 houses were approved at that time although never completed. (One problem was that the developers never realized that there is a major gas line going thru that property. We brought this to the attention of the Planning Department after they had a tract map that had houses built on top of that line! We knew about the pipe line because it goes thru our property also. Hopefully these new developers know that.) The original tract map was extended 3 times until 2010 and then because of assembly bills the expiration of that TTM was July 19, 2017.. Has it been renewed or re-approved since then? If so, we received no notification of that fact. Isn't there a limitation on extensions and shouldn't this be considered a new project? Entitlements shouldn't be allowed to last forever should they?

The second question is the Will Serve letter from the Beaumont CV water district. Are those also good forever? Especially in this time of great drought -- and with 2000 or so houses already approved but not yet built in Beaumont -- is this the time to add more houses?

A final question is concerning the Condition of Approval that this developer wants to amend. Is it the one that says that only one story houses can be built on this property? This item was a Condition of Approval because of the viewshed of Mt San Jacinto that these houses would obscure if they were those huge boxy 2 story houses that were going up all over Beaumont at the time. Another Condition of Approval was that the minimum lot size was to be 7,200 square feet. This condition was also because of the viewshed and to take into consideration that urban sprawl should not be allowed to infest the more rural aspects of south Beaumont, Both of these conditions were discussed and debated by the City Council at the time and it was agreed that this particular area of Beaumont should be different -- because it is different -- and thus single story houses were made a Condition of Approval.

Now if this developer says that the houses in the development right next door are two story -- they didn't start out that way. When building first started, they were supposed to be 1 1/2 story, but somewhere along the line when that developer went kaput and another came in -- that requirement was lost in the shuffle and the remaining houses became 2-story. Remember this was around 2011 and the economy was such that these houses were originally built to be rentals.

I'm giving you this background because you are probably not aware of the discussions that were held to try and keep the south of Beaumont relatively rural and the reasons that the Condition of Approval for single story houses and larger lots was made. I'm sure these new developers are from out of the area and cannot understand why they shouldn't be allowed to build whatever will give them the most return on their investment. But I think they need to be made aware of these things.

Again thank you for keeping us in the loop. I will be in touch. Would you please send me the agenda with the packet information when it becomes available?

Thank you, Mary Daniel, (951)845-1475

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Staff Report

TO: City Council

FROM: Thaxton Van Belle, General Manager of Utilities

DATE October 4, 2022

SUBJECT: **Presentation of Tesla Commercial Energy Battery Energy Storage System for Emergency Backup and Peak Shaving**

Background and Analysis:

The City of Beaumont staff has been working with Tesla to install Battery Energy Storage Systems (BESS) at several wastewater facilities. The installation of the BESS will provide emergency backup power during Public Safety Power Shutoff (PSPS) events by Southern California Edison and reduce power consumption during peak hours to reduce energy costs.

City staff worked to secure grant money through the California Self-Generation Incentive Program (SGIP), Energy Resiliency tier, so there are no installation, equipment or annual service costs to the City.

A recent system analysis (attached) lists the equipment value at $511,987 and projects annual energy savings of $13,524; or $312,417 over 20 years.

Fiscal Impact:

There is no installation, equipment, or annual service cost to the City. The Wastewater Fund will receive $511,987 in capital assets and a potential of $13,524 in energy savings to the wastewater operating budget annually. The cost to prepare this report is $240.

Recommended Action:

Receive and file this report.

Attachments:

A. Telsa Savings Analysis – August 2022
B. SGIP Informational Brochure

TESLA COMMERCIAL ENERGY

We take a long-term approach to ensure your energy storage system provides maximum performance, simplified integration and all-weather capabilities. You have peace of mind knowing that Tesla has successfully deployed 2.5 million kilowatts of solar and 2 million kilowatt hours of energy storage around the world.

City of Beaumont – Lower Oak Valley Pump Station
11246 Palmer Ave, Beaumont, CA 92223

Your Tesla contact: Lee Murakami
ymurakami@tesla.com | (650) 533-4441

ENERGY STORAGE SYSTEM RATINGS

Battery Output Rating	140 kW
Battery Size (3 Powerpacks)	696 kWh
Battery Value	$511,987
Total Project Cost	$0
Fully Charged Duration	48.6 hours
Average Duration	24.3 hours

EMERGENCY BACKUP

Powers a facility when the grid goes down

PEAK SHAVING

Discharge at times of peak demand to reduce expensive demand charges

Additional Information

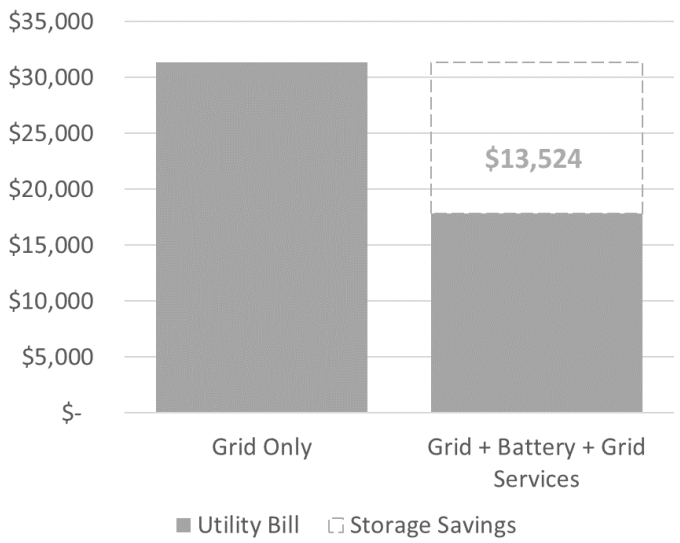
- Powerpack equipment has limited availability, project will be put on a product waitlist

Your Tesla contact: Lee Murakami
ymurakami@tesla.com | (650) 533-4441

PROPOSED SAVINGS PROJECTIONS

Battery Energy Storage System Savings

Estimated Annual Electricity Savings



Estimated Long Term Electricity Savings

10 Year Value	$144,678
20 Year Value	$312,417

Additional Information

- Specific site/project specifics will need to be confirmed as part of the Site Survey & Permitting Process
- Based on your updated load profile & current SCE rate tariffs, we now recommend that you switch to SCE TOU-PA-2-E to increase your savings with storage
- Savings calculations include optional Grid Services revenue

Your Tesla contact: Lee Murakami
ymurakami@tesla.com | (650) 533-4441

POTENTIAL POWERPACK LOCATION

Self-Generation Incentive Program (SGIP)

Energy Storage Rebates for Facilities **Available NOW**!

California Public Utilities Commission

What is SGIP?

The Self-Generation Incentive Program (SGIP) is a California Public Utilities Commission (CPUC)program that **offers rebates for installing energy storage technology at your facility.** These storage technologies include battery storage systems that can function in the event of a power outage.

What are the benefits of energy storage for your facility?

- If you already have solar panels on your roof, you can store excess solar energy and use it when the sun is not out.
- The technology allows a facility to store power from solar panels or the grid and utilize that power in the event of a power outage. Depending on the battery, this could last several hours, or longer.
- Battery storage can be an important component of a more robust emergency preparedness plan in the event of a power outage.

Am I eligible for SGIP rebates?

Any non-residential customer of Pacific Gas and Electric Company (PG&E), Southern California Edison (SCE), Southern California Gas Company (SoCalGas), or San Diego Gas & Electric (SDG&E) **is eligible for a General Market SGIP rebate of approximately $350/kilowatt-hour,** which means the rebate covers approximately 35 percent of the cost of an average energy storage system.

There are two additional categories of higher SGIP rebates for non-residential customers: **Equity** and **Equity Resiliency.**

EQUITY

Rebate Rate: $850/kilowatt-hour

Rebate covers **approximately 85 percent of the cost** of an average energy storage system.

To be eligible you must meet the following criteria:

1. Be a government agency, educational institution, non-profit organization, or small business.

AND

2. Be located in a Disadvantaged Community (DAC).*

OR

Be located in a census tract with Median Household Income below 80 percent of Statewide Median Income.†

OR

Be located anywhere in California Indian Country.

EQUITY RESILIENCY

Rebate Rate: $1,000/kilowatt-hour

Rebate covers **close to 100 percent of the cost** of an average energy storage system.

To be eligible you must meet the following criteria:

1. You have experienced two or more utility Public Safety Power Shut-offs (PSPS) OR be located in a Tier 2 or 3 High Fire Threat District (HFTD)‡ AND serve customers that are in DACs* or Low Income Communities.

AND

2. You must also meet one of the following additional criteria:
   - Be a police station; fire station; emergency response provider; emergency operations center; 911 call center; medical facility; private and public natural gas, electric, water, wastewater, or flood facility; jail or prison; utility designated PSPS assistance center; cooling center; homeless shelter.
   - Be a grocery store, supermarket, or corner store with less than $15 million in annual gross receipts.
   - Be an Independent Living Center or a Food Bank.

*To learn if you are in a DAC, please visit **https://bit.ly/2VCyKMw**

† To learn if you are in an 80 percent MHI census tract, please visit **https://bit.ly/3lnudaW**

‡ To learn if you are in a HFTD, please visit **https://ia.cpuc.ca.gov/firemap/**

How does the rebate for SGIP work? How much is it worth?

Depending on which category you are eligible for, you can receive **$850 per kilowatt-hour under the Equity Category** or **$1,000 per kilowatt-hour under the Equity Resilience Category**. Both of these amounts would mean an energy storage system for your facility could be nearly free. This includes both the cost of the technology and the installation.

It is important to note that the rebate comes **after the application process is complete and the technology is installed**. However, some installers may be able to front the cost for you. Please be sure to mention this to the installer during initial discussions.

Do I have to have solar to be eligible for SGIP?

No, you do not have to have a solar system in order to get energy storage technology installed at your facility. It is important to note that having solar will enable your battery to last longer during an outage because it can recharge during the day, even if the grid is down.

How do I get started?

For the most part, a professional installer will work with you to apply for the SGIP rebate and install the technology in your facility. Additionally, your local Program Administrator can help walk you through the process.

1

Do a little local research. What battery storage installers operate in your area? Which have the best reviews and reputation?

2

Reach out to installers to confirm which SGIP category you qualify for and what technology may be best for your facility.

3

Work with the installer to complete the application process and install the technology.

4

If you have additional questions, contact your local Program Administrator.

Who do I call if I want to learn more?

Contact your local Program Administrator if you still have questions and want more information about SGIP. Your Program Administrator depends on who your utility is:

PG&E
Website: **www.pge.com/sgip**
Email: **selfgen@pge.com**

SCE
Website: **www.sce.com/SGIP**
Email: **SGIPGroup@sce.com**

SoCalGas
Website: **www.socalgas.com/for-your-business/power-generation/self-generation-incentive**
Email: **selfgeneration@socalgas.com**

SDG&E (via Center for Sustainable Energy)
Website: **www.energycenter.org/self-generation-incentive-program**
Email: **sgip@energycenter.org**

For more information about the CPUC and SGIP, please visit:

- CPUC Decision authorizing new SGIP Incentives (D.20-01-021: **https://bit.ly/32KeAli**).
- CPUC SGIP website with more details about the program: **www.cpuc.ca.gov/sgip**.
- Statewide SGIP website: **www.selfgenca.com**.

California Public Utilities Commission

505 Van Ness Avenue
San Francisco, CA 94102

415-703-2782
800-848-5580 (Toll Free)

BEAUMONT
CALIFORNIA

Staff Report

TO: City Council

FROM: Elizabeth Gibbs, City Manager

DATE October 4, 2022

SUBJECT: **Community Facilities District Program Update Regarding the Defeasance of the 1994 Local Agency Revenue Bonds, Series A and Series B**

Background and Analysis:

Over the past several years the City has implemented measures to reduce special tax rates for all applicable Improvement Areas (IAs) of Community Facility District (CFD) No. 93-1 and newer CFDs. Historically, the reduction in special tax rates has been accomplished through two forms i) bond refinancing, and ii) new money bond issuances which are considered the final series of bonds for CFDs/IAs.

For Fiscal Year (FY) 2022-23 the City and finance team reviewed funds available to defease the outstanding 1994 Local Agency Revenue Bonds Series A and Series B (the "Bonds"). These funds included only funds associated with the Bonds, such as local obligation Special Tax Funds and Authority held Reserve Funds. As a result, a special tax levy was not required to be enrolled for FY 2022-23 with respect to the local obligations of the Bonds (CFD 93-1 Improvement Area's 1, 2, 4 and 5). Cumulatively, this led to a savings of approximately $863,781 across 1,066 parcels in those 4 IAs in FY 2022-23. Also, the early defeasance allows for a savings of $56,950 in interest that would have otherwise been due on the bonds.

Fiscal Impact:

The fiscal impact on the City's general fund is indirect, as the administration and maintenance portions of assessments collected are the funding source for the administration of the CFD processes and maintenance of the various applicable geographic regions.

Recommended Action:

Receive and file report.

Attachments:

A. Outstanding Bonds Maturity Date by District

EXHIBIT A

Outstanding Bonds Maturity Date by District

Fund Number	District Name	Parcels (for FY 22-23)	Maturity Date	Years to Maturity
68-2111	CFD No. 93-1 IA 3	511	2032	10
68-2183	CFD No. 93-1 IA 6A1	953	2035	13
68-1811	CFD No. 93-1 IA 7A1	485	2045	23
68-2139	CFD No. 93-1 IA 7B	232	2039	17
68-2146	CFD No. 93-1 IA 7C	318	2039	17
68-2179	CFD No. 93-1 IA 7D	296	2048	26
68-2127	CFD No. 93-1 IA 8	944	2032	10
68-2136	CFD No. 93-1 IA 8A	408	2035	13
68-2140	CFD No. 93-1 IA 8B	192	2037	15
68-2141	CFD No. 93-1 IA 8C	686	2042	20
68-2147	CFD No. 93-1 IA 8D	279	2039	17
68-2104	CFD No. 93-1 IA 8E	372	2048	26
68-2162	CFD No. 93-1 IA 8F	294	2050	28
68-2116	CFD No. 93-1 IA 9	69	2032	10
68-2117	CFD No. 93-1 IA 10	146	2032	10
68-2118	CFD No. 93-1 IA 11	140	2032	10
68-2119	CFD No. 93-1 IA 12	106	2032	10
68-2122	CFD No. 93-1 IA 14	1899	2032	10
68-2181	CFD No. 93-1 IA 14A	1251	2033	11
68-2182	CFD No. 93-1 IA 14B	310	2037	15
68-2134	CFD No. 93-1 IA 16	240	2034	12
68-2131	CFD No. 93-1 IA 17A	484	2034	12
68-2142	CFD No. 93-1 IA 17B	388	2042	20
68-2144	CFD No. 93-1 IA 17C	215	2048	26
68-2132	CFD No. 93-1 IA 18	193	2034	12
68-2135	CFD No. 93-1 IA 19A	542	2035	13
68-2137	CFD No. 93-1 IA 19C	667	2036	14
68-2143	CFD No. 93-1 IA 20	106	2035	13
68-1818	CFD No. 2016-1	372	2049	27
68-0045	CFD No. 2016-2	527	2049	27
68-0047	CFD No. 2016-4	346	2049	27
68-0209	CFD No. 2019-1	118	2050	28
Total		**14,089**		

CFD Program Update

October 4, 2022

Webb
MUNICIPAL FINANCE

BEAUMONT
CALIFORNIA

Update to Changes this Year

New Update:

Defeasance of Remaining 1994 Series A Bonds

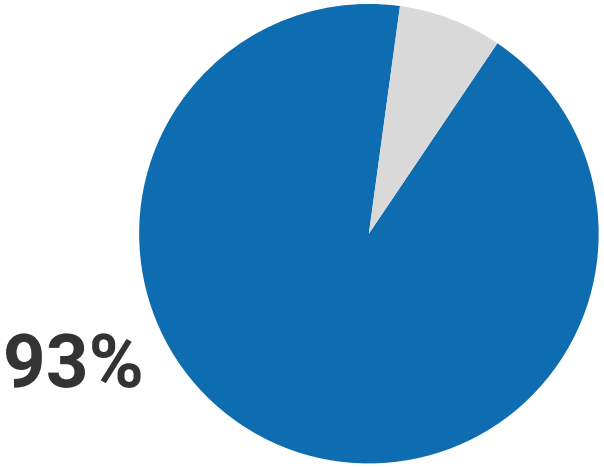
- Savings of approximately $863,781
- $56,950 Interest Savings due to early defeasance
- 4 IAs (IA's 1, 2, 4, and 5)
- 1,066 Parcels

In addition to:

FY 2022-23 Enrolled vs. Maximum Rates

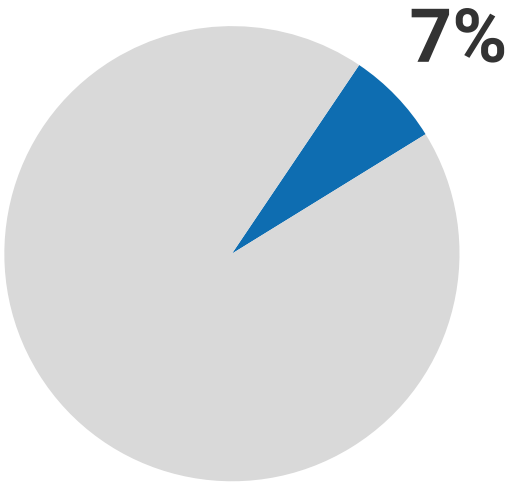
- Savings of $495,732.26
- 29 IAs and 8 CFDs
- 14,148 Parcels

Updated Savings Summary for Changes this Year



Savings in Services Special Tax

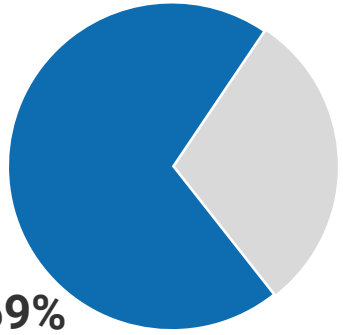
14,148 Parcel Count



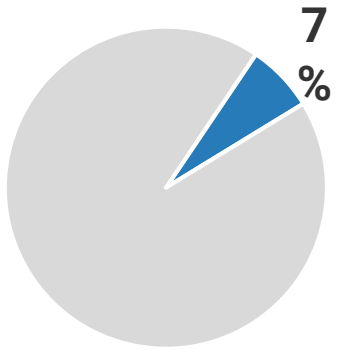
Defeasance of 1994 Series A Bonds

1,066 Parcel Count

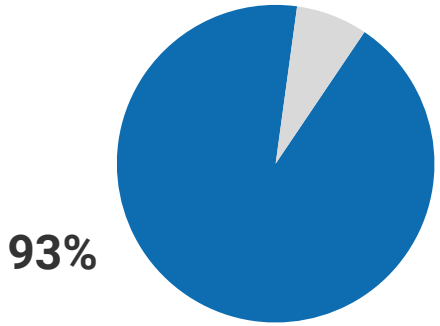
Aggregate Prior Years Savings Summary



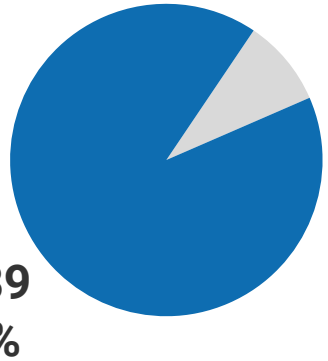
Refinancing
10,098 Parcel Count



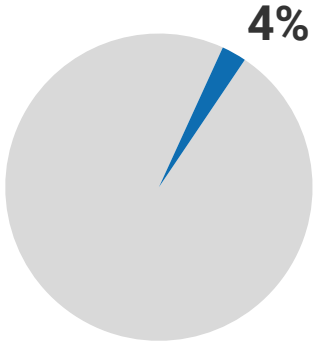
Defeasances
1,077 Parcel Count



Savings in Services Special Tax
14,148 Parcel Count



Pay-Go Reduction
13,113 Parcel Count



No Changes
574 Parcel Count

CFD Total Parcel Count – 14,717

Totals above intentionally do not add up to CFD Total. Parcels may be counted in more than one category.

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MUNICIPAL FINANCE

BEAUMONT
CALIFORNIA

FY 2022-2023 CFD Annual Levy

August 2, 202

Staff Report

TO: City Council

FROM: Kyle Warsinski, Economic Development Manager

DATE October 4, 2022

SUBJECT: Retail Market Analysis Update

Background and Analysis:

The City of Beaumont's Economic Development Strategic Plan (EDSP) was approved in August 2019 and provides a blueprint for attracting targeted new development and business investment, creating jobs, and contributing to the City's long-term fiscal health. The EDSP identifies key industries to be the focus of Beaumont's business retention, expansion, and attraction efforts and includes action on closely related issues such as infrastructure, land use and workforce development. One of the key action items within the EDSP is industry targeting both for job creators and local serving businesses. The latter consists of retailers which provide the goods and services Beaumont residents have come to expect in their community.

On December 15, 2020, City Council approved a contract with The Retail Coach to perform a retail market analysis and to assist staff in the recruitment of retailors. The work involved conducting a site assessment of the City's market trade area and profile the customer's buying habits, and lifestyle characteristics. The results of the assessment will be used to guide the City in its efforts to grow the retail sector. These results can also be used to shape and refine City goals and policies over the long term.

The retail market analysis work was completed and presented to City Council in May 2021. The Retail Coach has updated the following documents for 2022, which have been attached for review.

- City of Beaumont demographic dataset
- Primary retail trade area demographic dataset
- Primary retail trade area retail demand outlook

In addition to performing the Retail Market Analysis and providing annual updates, The Retail Coach is also contracted to aid in the City's Business attraction efforts.

Key areas of focus are:

- Recruiting National and Regional Retailers
- Developer Recruitment
- Franchisee Recruitment
- Attend National and Regional Conferences and events to further these efforts
- Downtown Beaumont – Retail and Restaurant Attraction (under development)

The 2022 Market Analysis Data (Attachment A) and the presentation (Attachment B) from The Retail Coach provide an update to the 2021 data.

Fiscal Impact:

The work contained within this report is part of the contract amount. The annual cost of the contract for the second year is not to exceed $31,508.

Recommended Action:

Receive and file the report.

Attachments:

A. 2022 Market Analysis Data
B. Presentation – The Retail Coach update

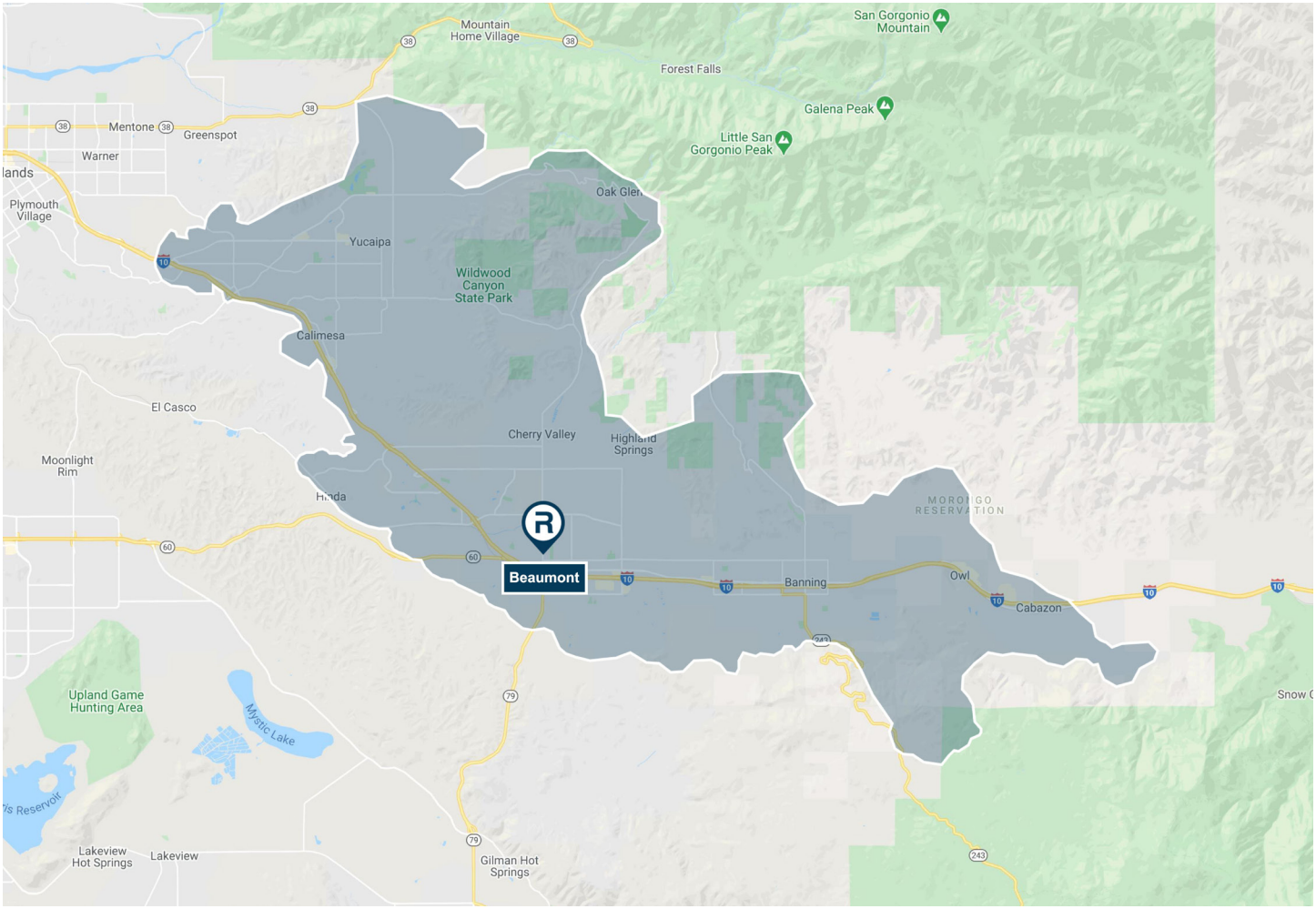
TheRetailCoach®

Primary Retail Trade Area Demographic Profile

BEAUMONT, CALIFORNIA

Prepared for City of Beaumont, CA
January 2022

Primary Retail Trade Area



Prepared for:

City of Beaumont, CA
Kyle Warsinski
Economic Development Manager

550 East 6th Street
Beaumont, California 92223

Phone 951.769.8527
kwarsinski@beaumontca.gov
BeaumontCA.gov

Primary Retail Trade Area • Demographic Profile

Beaumont, California

Item 18.

DESCRIPTION	DATA	%
Population		
2027 Projection	162,849	
2022 Estimate	156,884	
2010 Census	136,730	
2000 Census	93,278	
Growth 2022 - 2027		3.80%
Growth 2010 - 2022		14.74%
Growth 2000 - 2010		46.58%
2022 Est. Population by Single-Classification Race	**156,884**	
White Alone	103,340	65.87%
Black or African American Alone	7,931	5.05%
Amer. Indian and Alaska Native Alone	2,724	1.74%
Asian Alone	9,098	5.80%
Native Hawaiian and Other Pacific Island Alone	351	0.22%
Some Other Race Alone	24,507	15.62%
Two or More Races	8,934	5.70%
2022 Est. Population by Hispanic or Latino Origin	**156,884**	
Not Hispanic or Latino	91,941	58.60%
Hispanic or Latino	64,944	41.40%
Mexican	56,313	86.71%
Puerto Rican	859	1.32%
Cuban	391	0.60%
All Other Hispanic or Latino	7,380	11.36%
2022 Est. Hisp. or Latino Pop by Single-Class. Race	**64,944**	
White Alone	33,828	52.09%
Black or African American Alone	532	0.82%
American Indian and Alaska Native Alone	1,222	1.88%
Asian Alone	328	0.51%
Native Hawaiian and Other Pacific Islander Alone	48	0.07%
Some Other Race Alone	24,303	37.42%
Two or More Races	4,683	7.21%
2022 Est. Pop by Race, Asian Alone, by Category	**9,098**	
Chinese, except Taiwanese	1,342	14.75%
Filipino	3,288	36.14%
Japanese	302	3.32%
Asian Indian	744	8.18%
Korean	1,014	11.15%
Vietnamese	302	3.32%
Cambodian	179	1.97%
Hmong	656	7.21%
Laotian	241	2.65%
Thai	197	2.16%
All Other Asian Races Including 2+ Category	833	9.16%

DESCRIPTION	DATA	%
2022 Est. Population by Ancestry	**156,884**	
Arab	107	0.07%
Czech	273	0.17%
Danish	564	0.36%
Dutch	1,806	1.15%
English	10,047	6.40%
French (except Basque)	2,457	1.57%
French Canadian	638	0.41%
German	13,164	8.39%
Greek	254	0.16%
Hungarian	486	0.31%
Irish	9,771	6.23%
Italian	5,829	3.72%
Lithuanian	103	0.07%
United States or American	4,632	2.95%
Norwegian	1,331	0.85%
Polish	1,613	1.03%
Portuguese	578	0.37%
Russian	810	0.52%
Scottish	1,532	0.98%
Scotch-Irish	799	0.51%
Slovak	67	0.04%
Subsaharan African	1,477	0.94%
Swedish	1,273	0.81%
Swiss	123	0.08%
Ukrainian	246	0.16%
Welsh	632	0.40%
West Indian (except Hisp. groups)	223	0.14%
Other ancestries	76,150	48.54%
Ancestry Unclassified	19,900	12.69%
2022 Est. Pop Age 5+ by Language Spoken At Home		
Speak Only English at Home	103,271	70.19%
Speak Asian/Pacific Island Language at Home	4,994	3.39%
Speak IndoEuropean Language at Home	2,376	1.61%
Speak Spanish at Home	35,159	23.89%
Speak Other Language at Home	1,337	0.91%

Primary Retail Trade Area • Demographic Profile

Beaumont, California

DESCRIPTION	DATA	%
2022 Est. Population by Age	**156,884**	
Age 0 - 4	9,747	6.21%
Age 5 - 9	9,819	6.26%
Age 10 - 14	10,302	6.57%
Age 15 - 17	6,246	3.98%
Age 18 - 20	5,712	3.64%
Age 21 - 24	7,683	4.90%
Age 25 - 34	19,860	12.66%
Age 35 - 44	19,064	12.15%
Age 45 - 54	17,035	10.86%
Age 55 - 64	18,005	11.48%
Age 65 - 74	17,799	11.35%
Age 75 - 84	11,247	7.17%
Age 85 and over	4,366	2.78%
Age 16 and over	124,966	79.65%
Age 18 and over	120,770	76.98%
Age 21 and over	115,058	73.34%
Age 65 and over	33,412	21.30%
2022 Est. Median Age		39.67
2022 Est. Average Age		41.01
2022 Est. Population by Sex	**156,884**	
Male	76,621	48.84%
Female	80,263	51.16%

DESCRIPTION	DATA	%
2022 Est. Male Population by Age	**76,621**	
Age 0 - 4	5,006	6.53%
Age 5 - 9	5,013	6.54%
Age 10 - 14	5,310	6.93%
Age 15 - 17	3,196	4.17%
Age 18 - 20	2,971	3.88%
Age 21 - 24	3,975	5.19%
Age 25 - 34	10,129	13.22%
Age 35 - 44	9,379	12.24%
Age 45 - 54	8,347	10.89%
Age 55 - 64	8,580	11.20%
Age 65 - 74	8,014	10.46%
Age 75 - 84	4,896	6.39%
Age 85 and over	1,805	2.36%
2022 Est. Median Age, Male		37.80
2022 Est. Average Age, Male		39.96
2022 Est. Female Population by Age	**80,263**	
Age 0 - 4	4,742	5.91%
Age 5 - 9	4,807	5.99%
Age 10 - 14	4,991	6.22%
Age 15 - 17	3,051	3.80%
Age 18 - 20	2,740	3.41%
Age 21 - 24	3,707	4.62%
Age 25 - 34	9,731	12.12%
Age 35 - 44	9,685	12.07%
Age 45 - 54	8,687	10.82%
Age 55 - 64	9,425	11.74%
Age 65 - 74	9,785	12.19%
Age 75 - 84	6,352	7.91%
Age 85 and over	2,560	3.19%
2022 Est. Median Age, Female		41.49
2022 Est. Average Age, Female		42.04

Primary Retail Trade Area • Demographic Profile

Beaumont, California

DESCRIPTION	DATA	%
2022 Est. Pop Age 15+ by Marital Status		
Total, Never Married	38,618	30.40%
Males, Never Married	20,607	16.22%
Females, Never Married	18,012	14.18%
Married, Spouse present	58,281	45.89%
Married, Spouse absent	7,345	5.78%
Widowed	9,046	7.12%
Males Widowed	1,991	1.57%
Females Widowed	7,056	5.55%
Divorced	13,726	10.81%
Males Divorced	5,467	4.30%
Females Divorced	8,259	6.50%
2022 Est. Pop Age 25+ by Edu. Attainment		
Less than 9th grade	6,006	5.59%
Some High School, no diploma	8,046	7.49%
High School Graduate (or GED)	31,474	29.31%
Some College, no degree	26,163	24.37%
Associate Degree	11,163	10.40%
Bachelor's Degree	15,571	14.50%
Master's Degree	6,800	6.33%
Professional School Degree	1,240	1.15%
Doctorate Degree	911	0.85%
2022 Est. Pop Age 25+ by Edu. Attain., Hisp./ Lat.		
No High School Diploma	8,791	23.81%
High School Graduate	11,462	31.05%
Some College or Associate's Degree	11,472	31.07%
Bachelor's Degree or Higher	5,192	14.06%
Households		
2027 Projection	57,247	
2022 Estimate	55,219	
2010 Census	48,428	
2000 Census	34,320	
Growth 2022 - 2027		3.67%
Growth 2010 - 2022		14.02%
Growth 2000 - 2010		41.11%
2022 Est. Households by Household Type	**55,219**	
Family Households	39,516	71.56%
Nonfamily Households	15,704	28.44%
2022 Est. Group Quarters Population	2,566	
2022 Households by Ethnicity, Hispanic/Latino	16,989	

DESCRIPTION	DATA	%
2022 Est. Households by Household Income	**55,219**	
Income < $15,000	4,773	8.64%
Income $15,000 - $24,999	3,558	6.44%
Income $25,000 - $34,999	4,055	7.34%
Income $35,000 - $49,999	6,055	10.97%
Income $50,000 - $74,999	8,422	15.25%
Income $75,000 - $99,999	7,103	12.86%
Income $100,000 - $124,999	5,914	10.71%
Income $125,000 - $149,999	4,959	8.98%
Income $150,000 - $199,999	5,189	9.40%
Income $200,000 - $249,999	2,554	4.62%
Income $250,000 - $499,999	1,923	3.48%
Income $500,000+	715	1.29%
2022 Est. Average Household Income		$100,060
2022 Est. Median Household Income		$77,431
2022 Median HH Inc. by Single-Class. Race or Eth.		
White Alone		$75,674
Black or African American Alone		$87,103
American Indian and Alaska Native Alone		$75,865
Asian Alone		$95,651
Native Hawaiian and Other Pacific Islander Alone		$60,728
Some Other Race Alone		$75,646
Two or More Races		$83,735
Hispanic or Latino		$77,077
Not Hispanic or Latino		$77,600
2022 Est. Family HH Type by Presence of Own Child.	**39,516**	
Married-Couple Family, own children	12,138	30.72%
Married-Couple Family, no own children	17,547	44.41%
Male Householder, own children	1,622	4.11%
Male Householder, no own children	1,441	3.65%
Female Householder, own children	3,435	8.69%
Female Householder, no own children	3,332	8.43%
2022 Est. Households by Household Size	**55,219**	
1-person	12,753	23.09%
2-person	17,786	32.21%
3-person	8,677	15.71%
4-person	7,420	13.44%
5-person	4,549	8.24%
6-person	2,290	4.15%
7-or-more-person	1,744	3.16%
2022 Est. Average Household Size		2.80

Primary Retail Trade Area • Demographic Profile

Beaumont, California

DESCRIPTION	DATA	%
2022 Est. Households by Presence of People Under 18	**55,219**	
Households with 1 or More People under Age 18:	19,691	35.66%
Married-Couple Family	13,316	67.62%
Other Family, Male Householder	1,948	9.89%
Other Family, Female Householder	4,257	21.62%
Nonfamily, Male Householder	114	0.58%
Nonfamily, Female Householder	55	0.28%
Households with No People under Age 18:	**35,528**	
Married-Couple Family	16,367	46.07%
Other Family, Male Householder	1,115	3.14%
Other Family, Female Householder	2,503	7.04%
Nonfamily, Male Householder	6,535	18.39%
Nonfamily, Female Householder	9,009	25.36%
2022 Est. Households by Number of Vehicles	**55,219**	
No Vehicles	2,674	4.84%
1 Vehicle	15,666	28.37%
2 Vehicles	19,474	35.27%
3 Vehicles	10,984	19.89%
4 Vehicles	3,919	7.10%
5 or more Vehicles	2,501	4.53%
2022 Est. Average Number of Vehicles		2.1
Family Households		
2027 Projection	40,968	
2022 Estimate	39,516	
2010 Census	34,603	
2000 Census	24,154	
Growth 2022 - 2027		3.67%
Growth 2010 - 2022		14.20%
Growth 2000 - 2010		43.26%
2022 Est. Families by Poverty Status	**39,516**	
2022 Families at or Above Poverty	36,180	91.56%
2022 Families at or Above Poverty with Children	16,680	42.21%
2022 Families Below Poverty	3,336	8.44%
2022 Families Below Poverty with Children	1,854	4.69%
2022 Est. Pop 16+ by Employment Status		
Civilian Labor Force, Employed	65,991	52.81%
Civilian Labor Force, Unemployed	3,483	2.79%
Armed Forces	85	0.07%
Not in Labor Force	55,407	44.34%

DESCRIPTION	DATA	%
2022 Est. Civ. Employed Pop 16+ by Class of Worker	**64,916**	
For-Profit Private Workers	42,575	65.58%
Non-Profit Private Workers	4,143	6.38%
Local Government Workers	1,132	1.74%
State Government Workers	2,855	4.40%
Federal Government Workers	8,475	13.06%
Self-Employed Workers	5,664	8.73%
Unpaid Family Workers	72	0.11%
2022 Est. Civ. Employed Pop 16+ by Occupation	**64,916**	
Architect/Engineer	601	0.93%
Arts/Entertainment/Sports	932	1.44%
Building Grounds Maintenance	2,475	3.81%
Business/Financial Operations	2,463	3.79%
Community/Social Services	1,259	1.94%
Computer/Mathematical	1,083	1.67%
Construction/Extraction	4,039	6.22%
Education/Training/Library	4,599	7.08%
Farming/Fishing/Forestry	463	0.71%
Food Prep/Serving	3,156	4.86%
Health Practitioner/Technician	5,538	8.53%
Healthcare Support	2,880	4.44%
Maintenance Repair	2,536	3.91%
Legal	353	0.54%
Life/Physical/Social Science	572	0.88%
Management	4,950	7.62%
Office/Admin. Support	6,873	10.59%
Production	2,648	4.08%
Protective Services	2,338	3.60%
Sales/Related	7,190	11.08%
Personal Care/Service	1,684	2.59%
Transportation/Moving	6,284	9.68%
2022 Est. Pop 16+ by Occupation Classification	**64,916**	
White Collar	36,412	56.09%
Blue Collar	15,508	23.89%
Service and Farm	12,996	20.02%
2022 Est. Workers Age 16+ by Transp. to Work	**63,398**	
Drove Alone	52,814	83.31%
Car Pooled	5,209	8.22%
Public Transportation	511	0.81%
Walked	723	1.14%
Bicycle	38	0.06%
Other Means	1,633	2.58%
Worked at Home	2,469	3.89%

Primary Retail Trade Area • Demographic Profile

Beaumont, California

DESCRIPTION	DATA	%
2022 Est. Workers Age 16+ by Travel Time to Work		
Less than 15 Minutes	13,240	
15 - 29 Minutes	17,510	
30 - 44 Minutes	16,427	
45 - 59 Minutes	5,939	
60 or more Minutes	7,849	
2022 Est. Avg Travel Time to Work in Minutes		34
2022 Est. Occupied Housing Units by Tenure	55,219	
Owner Occupied	40,914	74.09%
Renter Occupied	14,306	25.91%
2022 Owner Occ. HUs: Avg. Length of Residence		13.39%
2022 Renter Occ. HUs: Avg. Length of Residence		6.60%
2022 Est. Owner-Occupied Housing Units by Value	**55,219**	
Value Less than $20,000	1,171	2.86%
Value $20,000 - $39,999	1,276	3.12%
Value $40,000 - $59,999	828	2.02%
Value $60,000 - $79,999	529	1.29%
Value $80,000 - $99,999	408	1.00%
Value $100,000 - $149,999	908	2.22%
Value $150,000 - $199,999	1,168	2.85%
Value $200,000 - $299,999	4,835	11.82%
Value $300,000 - $399,999	9,276	22.67%
Value $400,000 - $499,999	8,897	21.75%
Value $500,000 - $749,999	7,515	18.37%
Value $750,000 - $999,999	2,739	6.70%
Value $1,000,000 or $1,499,999	790	1.93%
Value $1,500,000 or $1,999,999	155	0.38%
Value $2,000,000+	420	1.03%
2022 Est. Median All Owner-Occupied Housing Value		$400,617
2022 Est. Housing Units by Units in Structure		
1 Unit Detached	43,794	72.88%
1 Unit Attached	1,680	2.80%
2 Units	867	1.44%
3 or 4 Units	1,282	2.13%
5 to 19 Units	1,795	2.99%
20 to 49 Units	485	0.81%
50 or More Units	708	1.18%
Mobile Home or Trailer	9,356	15.57%
Boat, RV, Van, etc.	124	0.21%

DESCRIPTION	DATA	%
2022 Est. Housing Units by Year Structure Built		
Housing Units Built 2014 or later	7,308	12.16%
Housing Units Built 2010 to 2014	1,740	2.90%
Housing Units Built 2000 to 2009	15,345	25.54%
Housing Units Built 1990 to 1999	5,769	9.60%
Housing Units Built 1980 to 1989	6,507	10.83%
Housing Units Built 1970 to 1979	7,347	12.23%
Housing Units Built 1960 to 1969	6,448	10.73%
Housing Units Built 1950 to 1959	5,848	9.73%
Housing Units Built 1940 to 1949	2,191	3.65%
Housing Unit Built 1939 or Earlier	1,587	2.64%
2022 Est. Median Year Structure Built		1990

About The Retail Coach®

The Retail Coach is a national retail recruitment and development firm that combines strategy, technology, and creative expertise to develop and deliver high-impact retail recruitment and development plans to local governments, chambers of commerce, economic development organizations and private developers.

Through its unique Retail360® Process, The Retail Coach offers a dynamic system of products and services that better enable communities to maximize their retail development potential.

Retail:360® Process

Providing more than simple data reports of psychographic and demographic trends, The Retail Coach goes well beyond other retail consulting and market research firms' offerings by combining current national and statewide demographics and trend data with real-world, "on-the-ground" information gathered through extensive visits to our clients' communities. Every community is different, and there is no "one size fits all" retail recruitment solution. Compiling the gathered data into client-tailored information packets that are uniquely designed for, and targeted to, specific retailers and restaurants who meet the community's needs help assure our clients that they are receiving the latest and best information for targeted retail recruitment efforts — all with personal service and coaching guidance that continues beyond the initial project scope and timeline.

Our Retail:360® Process assures that communities get timely, accurate and relevant information.Translating that data into the information that retailers need and seek assures our clients even better possibilities for tremendous retail growth and success.

TheRetailCoach®

ACKNOWLEDGMENTS

The observations, conclusions and recommendations contained in this study are solely those of The Retail Coach, LLC and should not be construed to represent the opinions of others, including its clients, or any other entity prior to such entity's express approval of this study.

All information furnished is from sources deemed reliable and is submitted subject to errors, omissions, change of terms and/or conditions.

Sources used in completing this study include: infoUSA™, Applied Geographic Solutions, Environics Analytics, ESRI, U.S. Census Bureau, Economy.com, Placer.AI, Spatial Insights Inc., Urban Land Institute, CensusViewer.com, International Council of Shopping Centers, and/or U.S. Bureau of Labor and Statistics. To better represent current data, where applicable, portions of estimated actual sales may be calculated using an average sales per square foot model. Mapping data is provided by Google, Nielsen, ESRI and/or Microsoft Corporation.

All information furnished is from sources deemed reliable and is submitted subject to errors, omissions, change of terms and/or conditions.

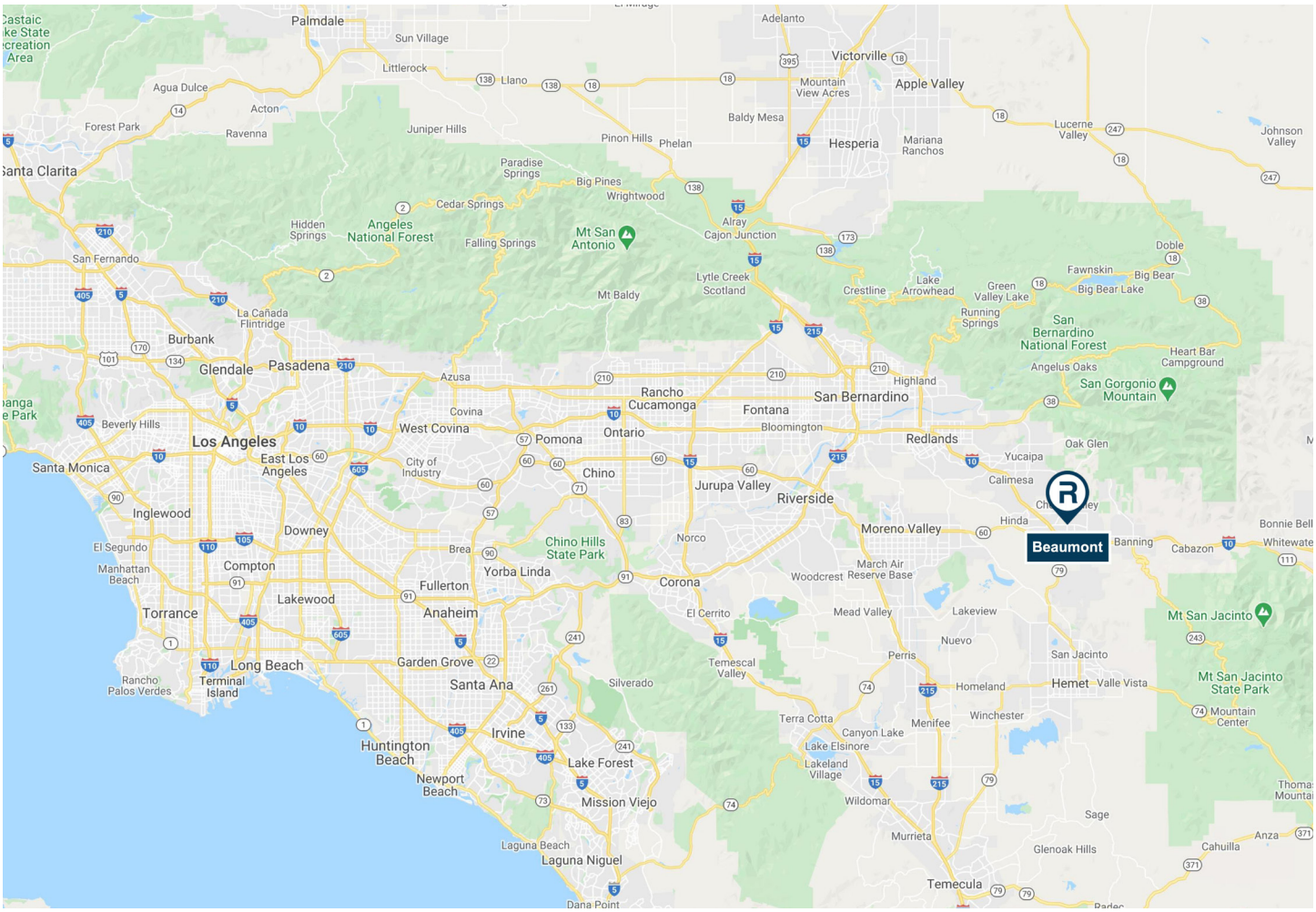
TheRetailCoach®

Community Demographic Profile

BEAUMONT, CALIFORNIA

Prepared for City of Beaumont, CA
January 2022

Community



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Community • Demographic Profile

Beaumont, California

DESCRIPTION	DATA	%
Population		
2027 Projection	57,290	
2022 Estimate	54,281	
2010 Census	36,877	
2000 Census	13,219	
Growth 2022 - 2027		5.54%
Growth 2010 - 2022		47.19%
Growth 2000 - 2010		178.97%
2022 Est. Population by Single-Classification Race	**54,281**	
White Alone	31,324	57.71%
Black or African American Alone	4,408	8.12%
Amer. Indian and Alaska Native Alone	692	1.27%
Asian Alone	5,524	10.18%
Native Hawaiian and Other Pacific Island Alone	175	0.32%
Some Other Race Alone	8,898	16.39%
Two or More Races	3,261	6.01%
2022 Est. Population by Hispanic or Latino Origin	**54,281**	
Not Hispanic or Latino	29,982	55.23%
Hispanic or Latino	24,299	44.77%
Mexican	46,517	85.70%
Puerto Rican	678	1.25%
Cuban	454	0.84%
All Other Hispanic or Latino	6,633	12.22%
2022 Est. Hisp. or Latino Pop by Single-Class. Race	**24,299**	
White Alone	13,065	53.77%
Black or African American Alone	163	0.67%
American Indian and Alaska Native Alone	386	1.59%
Asian Alone	186	0.77%
Native Hawaiian and Other Pacific Islander Alone	29	0.12%
Some Other Race Alone	8,808	36.25%
Two or More Races	1,663	6.84%
2022 Est. Pop by Race, Asian Alone, by Category	**5,524**	
Chinese, except Taiwanese	1,033	18.71%
Filipino	2,230	40.37%
Japanese	89	1.61%
Asian Indian	486	8.80%
Korean	479	8.68%
Vietnamese	178	3.23%
Cambodian	125	2.27%
Hmong	169	3.06%
Laotian	30	0.55%
Thai	142	2.57%
All Other Asian Races Including 2+ Category	561	10.15%

DESCRIPTION	DATA	%
2022 Est. Population by Ancestry	**54,281**	
Arab	49	0.09%
Czech	129	0.24%
Danish	174	0.32%
Dutch	375	0.69%
English	2,823	5.20%
French (except Basque)	639	1.18%
French Canadian	198	0.36%
German	3,647	6.72%
Greek	58	0.11%
Hungarian	87	0.16%
Irish	2,724	5.02%
Italian	1,958	3.61%
Lithuanian	3	0.01%
United States or American	1,664	3.07%
Norwegian	331	0.61%
Polish	509	0.94%
Portuguese	188	0.35%
Russian	329	0.61%
Scottish	381	0.70%
Scotch-Irish	189	0.35%
Slovak	33	0.06%
Subsaharan African	682	1.26%
Swedish	366	0.68%
Swiss	49	0.09%
Ukrainian	44	0.08%
Welsh	119	0.22%
West Indian (except Hisp. groups)	122	0.22%
Other ancestries	29,259	53.90%
Ancestry Unclassified	7,151	13.17%
2022 Est. Pop Age 5+ by Language Spoken At Home		
Speak Only English at Home	14,682	65.67%
Speak Asian/Pacific Island Language at Home	1,399	6.26%
Speak IndoEuropean Language at Home	433	1.94%
Speak Spanish at Home	5,509	24.64%
Speak Other Language at Home	333	1.49%

Community • Demographic Profile

Beaumont, California

DESCRIPTION	DATA	%
2022 Est. Population by Age	**54,281**	
Age 0 - 4	4,339	7.99%
Age 5 - 9	3,833	7.06%
Age 10 - 14	4,056	7.47%
Age 15 - 17	2,355	4.34%
Age 18 - 20	2,089	3.85%
Age 21 - 24	2,664	4.91%
Age 25 - 34	6,470	11.92%
Age 35 - 44	7,356	13.55%
Age 45 - 54	6,441	11.87%
Age 55 - 64	5,268	9.71%
Age 65 - 74	5,373	9.90%
Age 75 - 84	3,091	5.69%
Age 85 and over	946	1.74%
Age 16 and over	41,281	76.05%
Age 18 and over	39,697	73.13%
Age 21 and over	37,609	69.29%
Age 65 and over	9,409	17.33%
2022 Est. Median Age		36.85
2022 Est. Average Age		38.00
2022 Est. Population by Sex	**54,281**	
Male	26,535	48.89%
Female	27,746	51.12%

DESCRIPTION	DATA	%
2022 Est. Male Population by Age	**26,535**	
Age 0 - 4	2,228	8.40%
Age 5 - 9	1,964	7.40%
Age 10 - 14	2,075	7.82%
Age 15 - 17	1,198	4.52%
Age 18 - 20	1,072	4.04%
Age 21 - 24	1,357	5.11%
Age 25 - 34	3,198	12.05%
Age 35 - 44	3,511	13.23%
Age 45 - 54	3,218	12.13%
Age 55 - 64	2,497	9.41%
Age 65 - 74	2,398	9.04%
Age 75 - 84	1,406	5.30%
Age 85 and over	414	1.56%
2022 Est. Median Age, Male		35.51
2022 Est. Average Age, Male		37.00
2022 Est. Female Population by Age	**27,746**	
Age 0 - 4	2,111	7.61%
Age 5 - 9	1,869	6.74%
Age 10 - 14	1,982	7.14%
Age 15 - 17	1,157	4.17%
Age 18 - 20	1,017	3.67%
Age 21 - 24	1,306	4.71%
Age 25 - 34	3,273	11.80%
Age 35 - 44	3,846	13.86%
Age 45 - 54	3,223	11.62%
Age 55 - 64	2,770	9.99%
Age 65 - 74	2,975	10.72%
Age 75 - 84	1,685	6.07%
Age 85 and over	531	1.92%
2022 Est. Median Age, Female		38.05
2022 Est. Average Age, Female		39.00

Community • Demographic Profile

Beaumont, California

DESCRIPTION	DATA	%
2022 Est. Pop Age 15+ by Marital Status		
Total, Never Married	12,732	30.28%
Males, Never Married	6,538	15.55%
Females, Never Married	6,194	14.73%
Married, Spouse present	20,596	48.98%
Married, Spouse absent	2,164	5.15%
Widowed	2,190	5.21%
Males Widowed	607	1.44%
Females Widowed	1,583	3.76%
Divorced	4,371	10.40%
Males Divorced	1,702	4.05%
Females Divorced	2,669	6.35%
2022 Est. Pop Age 25+ by Edu. Attainment		
Less than 9th grade	1,938	5.5%
Some High School, no diploma	2,313	6.6%
High School Graduate (or GED)	9,584	27.4%
Some College, no degree	8,485	24.3%
Associate Degree	3,596	10.3%
Bachelor's Degree	5,992	17.1%
Master's Degree	2,283	6.5%
Professional School Degree	430	1.2%
Doctorate Degree	324	0.9%
2022 Est. Pop Age 25+ by Edu. Attain., Hisp./ Lat.		
No High School Diploma	2,212	18.86%
High School Graduate	3,699	31.53%
Some College or Associate's Degree	4,020	34.26%
Bachelor's Degree or Higher	1,801	15.35%
Households		
2027 Projection	16,750	
2022 Estimate	15,898	
2010 Census	11,910	
2000 Census	4,738	
Growth 2022 - 2027		5.36%
Growth 2010 - 2022		33.48%
Growth 2000 - 2010		151.37%
2022 Est. Households by Household Type	**15,898**	
Family Households	12,250	77.05%
Nonfamily Households	3,648	22.95%
2022 Est. Group Quarters Population	475	
2022 Households by Ethnicity, Hispanic/Latino	5,518	

DESCRIPTION	DATA	%
2022 Est. Households by Household Income	**15,898**	
Income < $15,000	1,085	6.83%
Income $15,000 - $24,999	654	4.11%
Income $25,000 - $34,999	846	5.32%
Income $35,000 - $49,999	1,426	8.97%
Income $50,000 - $74,999	2,220	13.96%
Income $75,000 - $99,999	2,223	13.98%
Income $100,000 - $124,999	2,070	13.02%
Income $125,000 - $149,999	1,899	11.95%
Income $150,000 - $199,999	1,812	11.40%
Income $200,000 - $249,999	833	5.24%
Income $250,000 - $499,999	631	3.97%
Income $500,000+	199	1.25%
2022 Est. Average Household Income		$111,263
2022 Est. Median Household Income		$94,218
2022 Median HH Inc. by Single-Class. Race or Eth.		
White Alone		$90,346
Black or African American Alone		$108,412
American Indian and Alaska Native Alone		$132,493
Asian Alone		$102,725
Native Hawaiian and Other Pacific Islander Alone		$61,204
Some Other Race Alone		$91,180
Two or More Races		$116,067
Hispanic or Latino		$89,243
Not Hispanic or Latino		$97,771
2022 Est. Family HH Type by Presence of Own Child.	**12,250**	
Married-Couple Family, own children	4,386	35.80%
Married-Couple Family, no own children	5,175	42.25%
Male Householder, own children	529	4.32%
Male Householder, no own children	354	2.89%
Female Householder, own children	1,007	8.22%
Female Householder, no own children	799	6.52%
2022 Est. Households by Household Size	**15,898**	
1-person	2,840	17.86%
2-person	5,132	32.28%
3-person	2,671	16.80%
4-person	2,348	14.77%
5-person	1,517	9.54%
6-person	799	5.03%
7-or-more-person	591	3.72%
2022 Est. Average Household Size		3

Community • Demographic Profile

Beaumont, California

DESCRIPTION	DATA	%
2022 Est. Households by Presence of People Under 18	**15,898**	
Households with 1 or More People under Age 18:	6,577	41.37%
Married-Couple Family	4,702	71.49%
Other Family, Male Householder	618	9.40%
Other Family, Female Householder	1,204	18.31%
Nonfamily, Male Householder	36	0.55%
Nonfamily, Female Householder	17	0.26%
Households with No People under Age 18:	**9,321**	**58.63%**
Married-Couple Family	4,855	52.09%
Other Family, Male Householder	265	2.84%
Other Family, Female Householder	601	6.45%
Nonfamily, Male Householder	1,572	16.87%
Nonfamily, Female Householder	2,028	21.76%
2022 Est. Households by Number of Vehicles	**15,898**	
No Vehicles	395	2.49%
1 Vehicle	3,921	24.66%
2 Vehicles	6,457	40.62%
3 Vehicles	3,307	20.80%
4 Vehicles	1,030	6.48%
5 or more Vehicles	788	4.96%
2022 Est. Average Number of Vehicles		2.2
Family Households		
2027 Projection	12,905	
2022 Estimate	12,250	
2010 Census	9,328	
2000 Census	3,349	
Growth 2022 - 2027		5.35%
Growth 2010 - 2022		31.33%
Growth 2000 - 2010		178.53%
2022 Est. Families by Poverty Status	**12,250**	
2022 Families at or Above Poverty	11,324	92.44%
2022 Families at or Above Poverty with Children	5,954	48.60%
2022 Families Below Poverty	926	7.56%
2022 Families Below Poverty with Children	506	4.13%
2022 Est. Pop 16+ by Employment Status	**41,281**	
Civilian Labor Force, Employed	23,045	55.83%
Civilian Labor Force, Unemployed	1,264	3.06%
Armed Forces	68	0.16%
Not in Labor Force	16,905	40.95%

DESCRIPTION	DATA	%
2022 Est. Civ. Employed Pop 16+ by Class of Worker	**24,377**	
For-Profit Private Workers	16,422	67.37%
Non-Profit Private Workers	1,281	5.26%
Local Government Workers	369	1.52%
State Government Workers	1,269	5.21%
Federal Government Workers	3,428	14.06%
Self-Employed Workers	1,572	6.45%
Unpaid Family Workers	35	0.15%
2022 Est. Civ. Employed Pop 16+ by Occupation	**24,377**	
Architect/Engineer	301	1.24%
Arts/Entertainment/Sports	192	0.79%
Building Grounds Maintenance	636	2.61%
Business/Financial Operations	949	3.89%
Community/Social Services	488	2.00%
Computer/Mathematical	463	1.90%
Construction/Extraction	1,517	6.22%
Education/Training/Library	1,658	6.80%
Farming/Fishing/Forestry	75	0.31%
Food Prep/Serving	1,246	5.11%
Health Practitioner/Technician	2,291	9.40%
Healthcare Support	1,113	4.57%
Maintenance Repair	758	3.11%
Legal	160	0.66%
Life/Physical/Social Science	216	0.89%
Management	1,909	7.83%
Office/Admin. Support	2,626	10.77%
Production	1,038	4.26%
Protective Services	975	4.00%
Sales/Related	2,540	10.42%
Personal Care/Service	748	3.07%
Transportation/Moving	2,474	10.15%
2022 Est. Pop 16+ by Occupation Classification	**24,377**	
White Collar	13,794	56.59%
Blue Collar	5,788	23.74%
Service and Farm	4,794	19.67%
2022 Est. Workers Age 16+ by Transp. to Work	**24,377**	
Drove Alone	20,084	82.39%
Car Pooled	2,424	9.94%
Public Transportation	250	1.03%
Walked	276	1.13%
Bicycle	16	0.07%
Other Means	372	1.53%
Worked at Home	954	3.91%

Community • Demographic Profile

Beaumont, California

DESCRIPTION	DATA	%
2022 Est. Workers Age 16+ by Travel Time to Work		
Less than 15 Minutes	4,527	18.57%
15 - 29 Minutes	5,556	22.79%
30 - 44 Minutes	7,634	31.32%
45 - 59 Minutes	3,093	12.69%
60 or more Minutes	3,566	14.63%
2022 Est. Avg Travel Time to Work in Minutes		37
2022 Est. Occupied Housing Units by Tenure	15,898	
Owner Occupied	12,186	76.65%
Renter Occupied	3,712	23.35%
2022 Owner Occ. HUs: Avg. Length of Residence		11.1
2022 Renter Occ. HUs: Avg. Length of Residence		5.9
2022 Est. Owner-Occupied Housing Units by Value	**12,186**	
Value Less than $20,000	142	1.17%
Value $20,000 - $39,999	150	1.23%
Value $40,000 - $59,999	77	0.63%
Value $60,000 - $79,999	76	0.62%
Value $80,000 - $99,999	40	0.33%
Value $100,000 - $149,999	141	1.16%
Value $150,000 - $199,999	229	1.88%
Value $200,000 - $299,999	1,622	13.31%
Value $300,000 - $399,999	4,115	33.77%
Value $400,000 - $499,999	3,691	30.29%
Value $500,000 - $749,999	1,474	12.10%
Value $750,000 - $999,999	266	2.18%
Value $1,000,000 or $1,499,999	52	0.43%
Value $1,500,000 or $1,999,999	7	0.06%
Value $2,000,000+	104	0.85%
2022 Est. Median All Owner-Occupied Housing Value		$388,421
2022 Est. Housing Units by Units in Structure		
1 Unit Detached	13,474	84.76%
1 Unit Attached	328	2.06%
2 Units	134	0.84%
3 or 4 Units	285	1.79%
5 to 19 Units	671	4.22%
20 to 49 Units	206	1.30%
50 or More Units	64	0.40%
Mobile Home or Trailer	693	4.36%
Boat, RV, Van, etc.	43	0.27%

DESCRIPTION	DATA	%
2022 Est. Housing Units by Year Structure Built		
Housing Units Built 2014 or later	2,794	17.58%
Housing Units Built 2010 to 2014	840	5.29%
Housing Units Built 2000 to 2009	7,510	47.24%
Housing Units Built 1990 to 1999	993	6.24%
Housing Units Built 1980 to 1989	813	5.11%
Housing Units Built 1970 to 1979	819	5.15%
Housing Units Built 1960 to 1969	685	4.31%
Housing Units Built 1950 to 1959	783	4.92%
Housing Units Built 1940 to 1949	337	2.12%
Housing Unit Built 1939 or Earlier	324	2.04%
2022 Est. Median Year Structure Built		2004

About The Retail Coach®

The Retail Coach is a national retail recruitment and development firm that combines strategy, technology, and creative expertise to develop and deliver high-impact retail recruitment and development plans to local governments, chambers of commerce, economic development organizations and private developers.

Through its unique Retail360® Process, The Retail Coach offers a dynamic system of products and services that better enable communities to maximize their retail development potential.

Retail:360® Process

Providing more than simple data reports of psychographic and demographic trends, The Retail Coach goes well beyond other retail consulting and market research firms' offerings by combining current national and statewide demographics and trend data with real-world, "on-the-ground" information gathered through extensive visits to our clients' communities. Every community is different, and there is no "one size fits all" retail recruitment solution. Compiling the gathered data into client-tailored information packets that are uniquely designed for, and targeted to, specific retailers and restaurants who meet the community's needs help assure our clients that they are receiving the latest and best information for targeted retail recruitment efforts — all with personal service and coaching guidance that continues beyond the initial project scope and timeline.

Our Retail:360® Process assures that communities get timely, accurate and relevant information.Translating that data into the information that retailers need and seek assures our clients even better possibilities for tremendous retail growth and success.

TheRetailCoach®

ACKNOWLEDGMENTS

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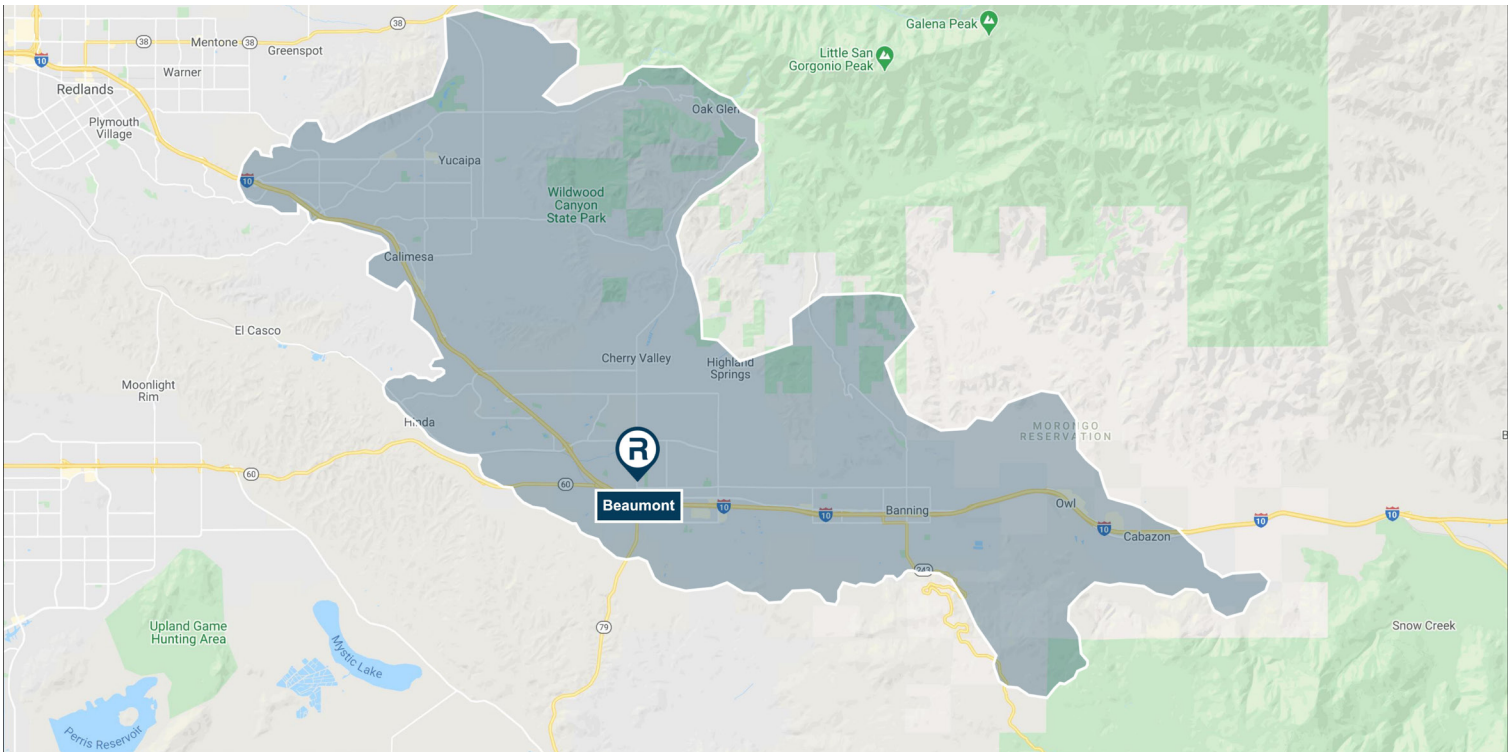
Primary Retail Trade Area Retail Demand Outlook

BEAUMONT, CALIFORNIA

Prepared for City of Beaumont, CA
January 2022

Primary Retail Trade Area • Retail Market Profile

Beaumont, California



Population

2010	136,730
2022	156,884
2027	162,849

Educational Attainment (%)

Graduate or Professional Degree	8.34%
Bachelors Degree	14.50%
Associate Degree	10.40%
Some College	24.37%
High School Graduate (GED)	29.31%
Some High School, No Degree	7.49%
Less than 9th Grade	5.59%

Income

Average HH	$100,060
Median HH	$77,431
Per Capita	$35,804

Age

0 - 9 Years	12.47%
10 - 17 Years	10.55%
18 - 24 Years	8.54%
25 - 34 Years	12.66%
35 - 44 Years	12.15%
45 - 54 Years	10.86%
55 - 64 Years	11.48%
65 and Older	21.30%
Median Age	39.67
Average Age	41.01

Race Distribution (%)

White	65.87%
Black/African American	5.05%
American Indian/Alaskan	1.74%
Asian	5.80%
Native Hawaiian/Islander	0.22%
Other Race	15.62%
Two or More Races	5.70%
Hispanic	41.40%

BEAUMONT
CALIFORNIA

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Primary Retail Trade Area • Retail Demand Outlook

Beaumont, California

Item 18.

NAICS	DESCRIPTION	2022 DEMAND	2027 DEMAND	GROWTH	CAGR (%)*
44, 45, 722	**Total retail trade including food and drinking places**	**$1,583,681,222**	**$1,840,304,405**	**$256,623,183**	**3.05%**
441	Motor vehicle and parts dealers	$298,225,795	$352,968,146	$54,742,350	3.43%
4411	Automobile dealers	$256,217,090	$304,191,865	$47,974,775	3.49%
4412	Other motor vehicle dealers	$17,755,399	$21,318,538	$3,563,139	3.73%
4413	Automotive parts, accessories, and tire stores	$24,253,307	$27,457,743	$3,204,436	2.51%
442	Furniture and home furnishings stores	$15,780,435	$17,937,485	$2,157,050	2.60%
4421	Furniture stores	$10,119,244	$11,506,062	$1,386,818	2.60%
4422	Home furnishings stores	$5,661,191	$6,431,424	$770,233	2.58%
443	Electronics and appliance stores	$27,581,378	$31,442,747	$3,861,369	2.66%
443141	Household appliance stores	$7,401,845	$9,065,418	$1,663,573	4.14%
443142	Electronics stores	$20,179,533	$22,377,329	$2,197,796	2.09%
444	Building material and garden equipment and supplies dealers	$88,803,048	$103,826,766	$15,023,718	3.18%
4441	Building material and supplies dealers	$77,245,479	$90,504,896	$13,259,417	3.22%
44411	Home centers	$44,075,519	$51,818,951	$7,743,432	3.29%
44412	Paint and wallpaper stores	$2,678,384	$3,150,163	$471,779	3.30%
44413	Hardware stores	$7,494,255	$8,672,974	$1,178,720	2.96%
44419	Other building material dealers	$22,997,321	$26,862,808	$3,865,486	3.16%
4442	Lawn and garden equipment and supplies stores	$11,557,569	$13,321,870	$1,764,301	2.88%
44421	Outdoor power equipment stores	$2,133,584	$2,451,305	$317,721	2.82%
44422	Nursery, garden center, and farm supply stores	$9,423,985	$10,870,565	$1,446,580	2.90%
445	Food and beverage stores	$239,750,302	$274,221,659	$34,471,357	2.72%
4451	Grocery stores	$220,567,298	$252,235,558	$31,668,260	2.72%
44511	Supermarkets and other grocery (except convenience) stores	$211,967,546	$242,377,790	$30,410,244	2.72%
44512	Convenience stores	$8,599,753	$9,857,768	$1,258,015	2.77%
4452	Specialty food stores	$6,950,737	$7,939,682	$988,944	2.70%
4453	Beer, wine, and liquor stores	$12,232,267	$14,046,420	$1,814,153	2.80%
446	Health and personal care stores	$37,962,030	$44,841,884	$6,879,854	3.39%
44611	Pharmacies and drug stores	$29,113,619	$34,413,551	$5,299,931	3.40%
44612	Cosmetics, beauty supplies, and perfume stores	$1,531,149	$1,839,844	$308,695	3.74%
44613	Optical goods stores	$5,894,173	$6,894,767	$1,000,595	3.19%
44619	Other health and personal care stores	$1,423,089	$1,693,723	$270,634	3.54%
447	Gasoline stations	$135,724,371	$163,586,696	$27,862,325	3.80%

Primary Retail Trade Area • Retail Demand Outlook

Beaumont, California

Item 18.

NAICS	DESCRIPTION	2022 DEMAND	2027 DEMAND	GROWTH	CAGR (%)*
448	Clothing and clothing accessories stores	$47,094,060	$49,854,634	$2,760,574	1.15%
4481	Clothing stores	$31,790,838	$33,453,982	$1,663,144	1.03%
44811	Men's clothing stores	$1,418,010	$1,478,898	$60,888	0.84%
44812	Women's clothing stores	$5,115,013	$5,316,855	$201,842	0.78%
44813	Children's and infants' clothing stores	$1,965,534	$2,121,819	$156,285	1.54%
44814	Family clothing stores	$19,387,585	$20,482,989	$1,095,404	1.11%
44815	Clothing accessories stores	$1,256,048	$1,307,156	$51,108	0.80%
44819	Other clothing stores	$2,648,649	$2,746,266	$97,617	0.73%
4482	Shoe stores	$9,128,764	$9,890,146	$761,382	1.62%
4483	Jewelry, luggage, and leather goods stores	$6,174,459	$6,510,506	$336,048	1.07%
44831	Jewelry stores	$2,456,011	$2,581,430	$125,418	1.00%
44832	Luggage and leather goods stores	$3,718,447	$3,929,077	$210,629	1.11%
451	Sporting goods, hobby, musical instrument, and book stores	$21,995,542	$25,019,136	$3,023,595	2.61%
4511	Sporting goods, hobby, and musical instrument stores	$16,962,886	$19,474,866	$2,511,980	2.80%
45111	Sporting goods stores	$11,156,634	$13,258,954	$2,102,319	3.51%
45112	Hobby, toy, and game stores	$3,206,038	$3,440,100	$234,063	1.42%
45113	Sewing, needlework, and piece goods stores	$461,553	$473,330	$11,777	0.51%
45114	Musical instrument and supplies stores	$2,138,660	$2,302,482	$163,821	1.49%
4512	Book stores and news dealers	$5,032,656	$5,544,270	$511,614	1.96%
452	General merchandise stores	$199,095,923	$225,362,762	$26,266,839	2.51%
4522	Department stores	$21,185,387	$23,304,238	$2,118,850	1.92%
4523	Other general merchandise stores	$177,910,536	$202,058,524	$24,147,988	2.58%
453	Miscellaneous store retailers	$30,772,553	$34,862,235	$4,089,682	2.53%
4531	Florists	$1,045,446	$1,197,962	$152,516	2.76%
4532	Office supplies, stationery, and gift stores	$5,955,358	$6,615,032	$659,674	2.12%
45321	Office supplies and stationery stores	$2,305,101	$2,581,728	$276,627	2.29%
45322	Gift, novelty, and souvenir stores	$3,650,258	$4,033,304	$383,047	2.02%
4533	Used merchandise stores	$5,522,061	$6,060,299	$538,239	1.88%
4539	Other miscellaneous store retailers	$18,249,688	$20,988,941	$2,739,253	2.84%
45391	Pet and pet supplies stores	$7,587,780	$8,917,019	$1,329,239	3.28%
45399	All other miscellaneous store retailers	$10,661,908	$12,071,922	$1,410,014	2.52%
454	Non-store retailers	$216,549,718	$244,073,927	$27,524,210	2.42%
722	Food services and drinking places	$224,346,066	$272,306,327	$47,960,261	3.95%
7223	Special food services	$18,162,398	$22,055,286	$3,892,888	3.96%
7224	Drinking places (alcoholic beverages)	$5,257,140	$6,265,755	$1,008,615	3.57%
7225	Restaurants and other eating places	$200,926,528	$243,985,286	$43,058,759	3.96%
722511	Full-service restaurants	$97,370,679	$118,071,163	$20,700,484	3.93%
722513	Limited-service restaurants	$87,869,583	$106,863,216	$18,993,633	3.99%
722514	Cafeterias, grill buffets, and buffets	$2,239,923	$2,724,319	$484,396	3.99%
722515	Snack and nonalcoholic beverage bars	$13,446,343	$16,326,588	$2,880,245	3.96%

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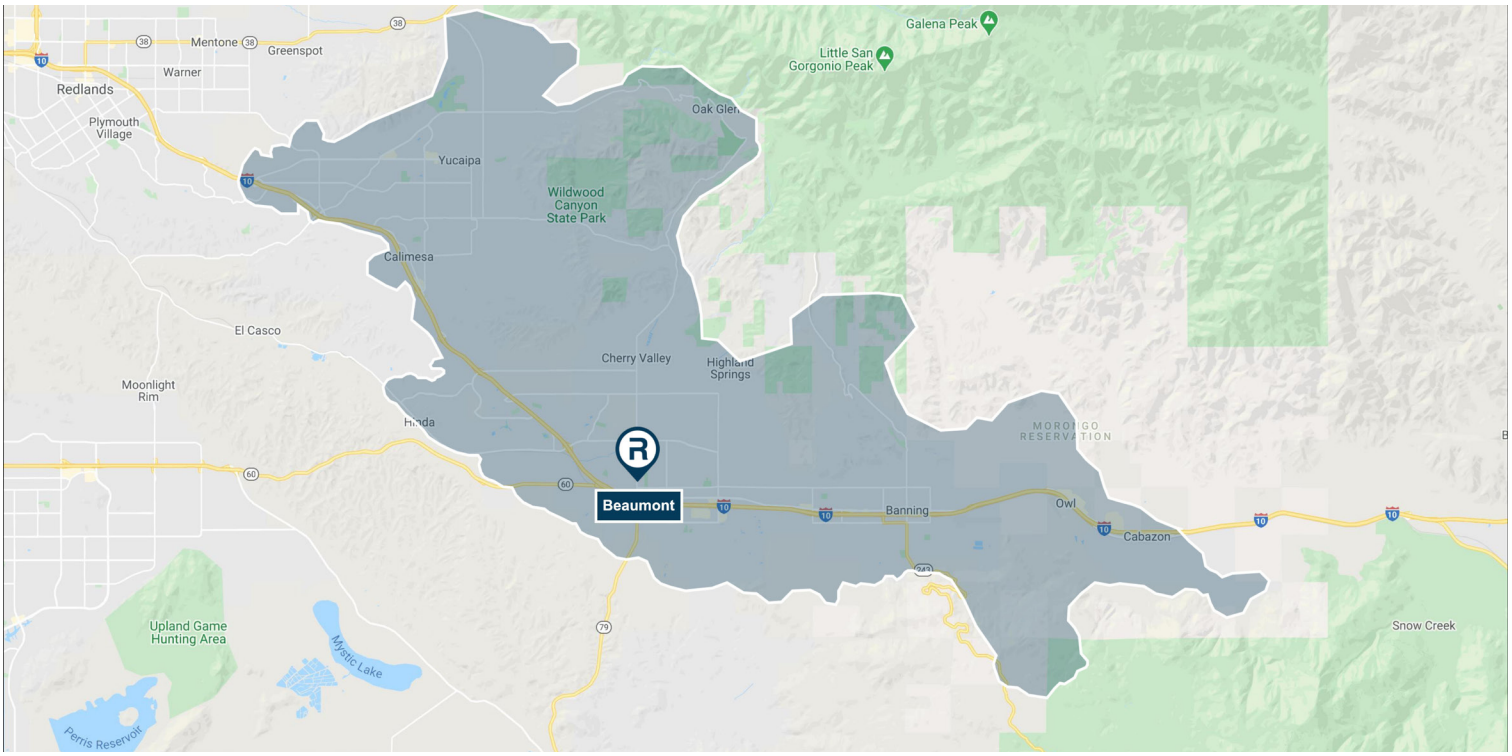
* Compound annual growth rate (CAGR) is the geometric progression ratio that provides a constant rate of return over the time period. CAGR dampens the effect of volatility of periodic growth.

Primary Retail Trade Area • Retail Market Profile

Beaumont, California



Population

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Graduate or Professional Degree	8.34%
Bachelors Degree	14.50%
Associate Degree	10.40%
Some College	24.37%
High School Graduate (GED)	29.31%
Some High School, No Degree	7.49%
Less than 9th Grade	5.59%

Income

Average HH	$100,060
Median HH	$77,431
Per Capita	$35,804

Age

0 - 9 Years	12.47%
10 - 17 Years	10.55%
18 - 24 Years	8.54%
25 - 34 Years	12.66%
35 - 44 Years	12.15%
45 - 54 Years	10.86%
55 - 64 Years	11.48%
65 and Older	21.30%
Median Age	39.67
Average Age	41.01

Race Distribution (%)

White	65.87%
Black/African American	5.05%
American Indian/Alaskan	1.74%
Asian	5.80%
Native Hawaiian/Islander	0.22%
Other Race	15.62%
Two or More Races	5.70%
Hispanic	41.40%

BEAUMONT
CALIFORNIA

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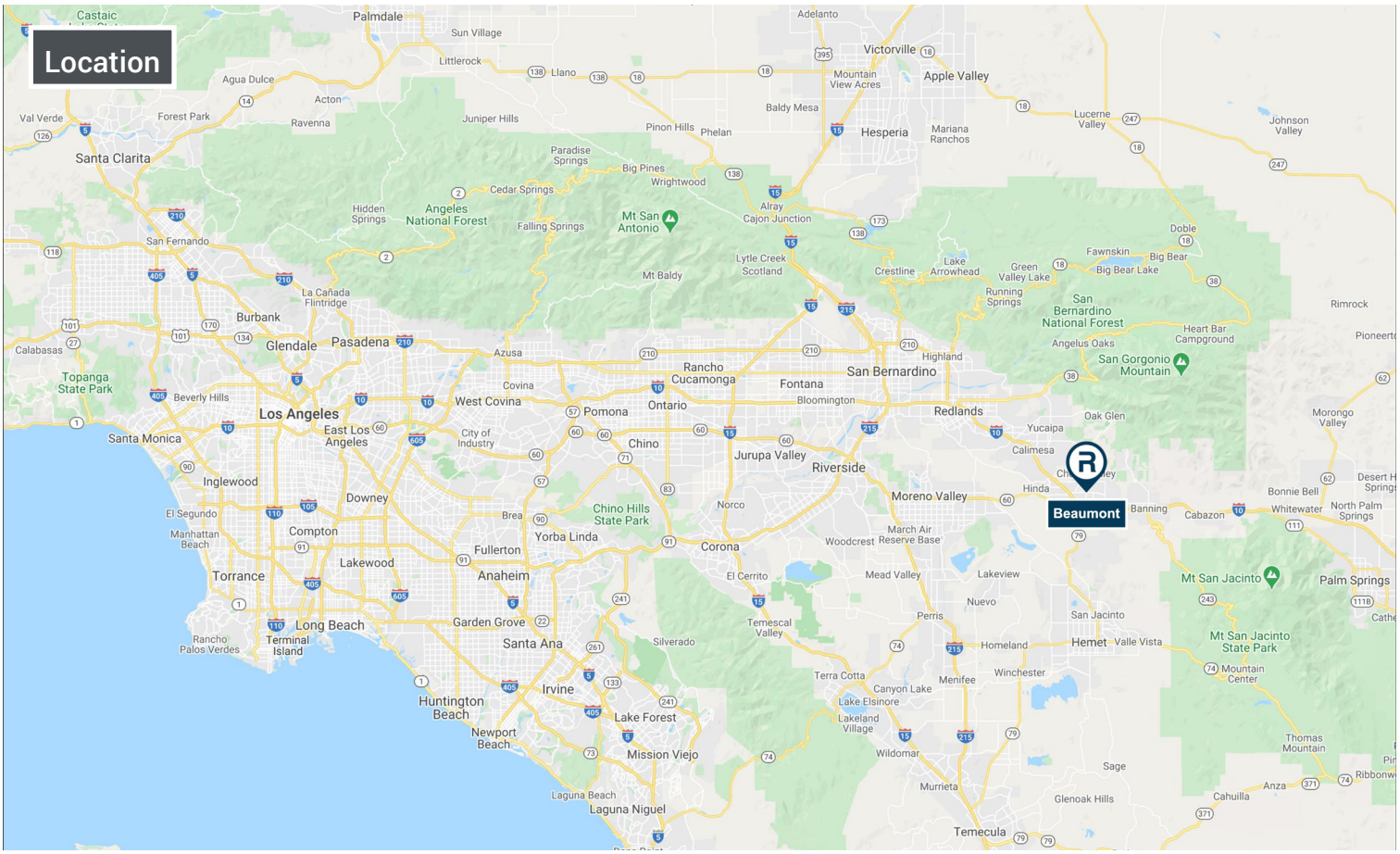
Primary Retail Trade Area • Retail Market Profile

Beaumont, California



TheRetailCoach

10.4.2022

Project Update:

Retail Recruitment & Development

BEAUMONT
CALIFORNIA

Completed & Ongoing Work

1. Retail Market Analysis
2. Determine Retail Opportunities
3. Development & Redevelopment Opportunities
4. Identify Retailers & Developers for Recruitment
5. Promotion of Available Sites
6. Recruiting Retailers & Developers
7. Downtown Retail Focus
8. Coaching & Ongoing Support

360

Key Areas of Focus

Recruiting National & Regional Retailers

Highly-Targeted Recruitment of National & Regional Retailers / Restaurants.

Primary focus:
I-10 & highly-trafficked retail corridors.

Downtown Focus - Regional

Identifying and connecting with successful mom & pop and independent businesses in the region.

Primary Focus:
Regional brands with opportunity to expand into Downtown.

Developer Recruitment

Targeting proven developers that can drive growth through new developments.

Primary Focus:
Available land and retail & mixed-use sites.

Franchisee Recruitment

Targeting franchisees that can bring new concepts to the market.

Primary Focus:
Connecting with existing franchisees in the region as well as corporate franchise directors.

Progress to Date

Recruiting National & Regional Retailers

Actively Recruiting **65+ Retail Prospects**

15+ Prospects Actively Looking for Sites

5 Site Visits to Date

2 Prospects Nearing LOI Submission on Sites

2 Prospects Want to be in Beaumont but need Franchisee

Downtown Focus - Regional

Compiled List of **35+ Retail Prospects for Downtown**

All are Successful and Have **1+ Location in the Region/State and Open to Opportunities in Downtowns**

Developer Recruitment

Actively Recruiting **15+ Retail & Mixed-Use Developers**

3 Prospects Actively Looking at Parcels along I-10 for Future Development

Franchisee Recruitment

4 Franchisees Actively Reviewing Sites

Working with 3 Corporate Franchising Directors to Identify Approved Franchisees for the Market Within Their Networks

Retailer Feedback & Barriers to Entrance

Lack of 2nd Generation Retail Space

- A few of the mid-box and big-box retailers we have approached would like to be in the market but can't find a 2nd gen space that is large enough or fits their site requirements
- We're working with potential developers to overcome this challenge and trying to pair retailers with developers that can build a spec building or build-to-suit site for interested retailers

Retailer Feedback & Barriers to Entrance

Accessibility from I-10 is a Potential Obstacle for Short-Term Development

- Retailers are seeing the limited accessibility along the I-10 Corridor as a challenge to successfully developing available land parcels
- While the visibility is strong, most anchor retailers will need to see improved accessibility to pull the trigger on key developable sites north and south of I-10

Recent Conferences & Events

ICSC - LAS VEGAS - MAY 2022

- In-person meetings with 10+ retail, restaurant, and developer prospects
- Drove significant movement with two large retailers pursuing sites in Beaumont

ICSC WESTERN - SAN DIEGO – SEPT 2022

- In-person meetings with 8 retailers and multiple brokers representing retailers from our retailer match list
- Met with 5 developers to discuss available land in Beaumont

Next Steps / Where We Go From Here

Continued Recruitment

- Continue to recruit existing prospects
- Expand prospect pipeline and look for new opportunities with retailers' evolving expansion plans or new concepts being rolled out
- Follow up meetings from ICSC Western

Assist Retailers / Developers Nearing LOI Submissions

- Continue to work with retailers and developers nearing LOI in the market
- We have provided custom market analyses and data for key retailers and have facilitated conversations between retailers and property owners/developers to expedite the LOI and development process and will continue to assist where needed

Staff Report

TO: City Council

FROM: Kari Mendoza, Administrative Services Director

DATE October 4, 2022

SUBJECT: Authorize Changes to Position Allocation

Background and Analysis:

On June 21, 2022 Council adopted the FY 22/23 budget with 212.5 full time equivalent employees. Since that date executives have been evaluating current positions and individual department organizational structures. We recently began collecting job analysis questionnaires to aid in this evaluation along with the current and upcoming fee studies.

As a result of the job analysis questionnaires, Public Works and the Wastewater Department are requesting one organizational change to maximize the efficiency and workload within the departments. They are currently allotted one Customer Service Coordinator and one Engineering Development Technician. The Customer Service Coordinator position is currently vacant, and the department has requested this position be eliminated and replaced with a second Engineering Development Technician. This change in title will afford the city expanded professional quality control over projects and development. The cost to elevate this position for the remainder of the year will be approximately $7,065 which will be funded thru the cost savings of the current Customer Service Coordinator position.

Fiscal Impact:

This position reclassification will be funded from costs savings of the current vacancy.

Recommended Action:

Approve the elimination of one Customer Service Coordinator position, position number CSC PW 01.
Approve the additional Engineering Development Technician, position number EDT02.

Attachments:

A. Engineering Development Technician
B. Public Works / Wastewater Organizational Chart

CITY OF BEAUMONT

ENGINEERING DEVELOPMNET TECHNICIAN I
ENGINEERING DEVELOPMENT TECHNICIAN II

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under supervision (Engineering Technician I) or general supervision (Engineering Technician II), performs a variety of technical engineering work in support of the Public Works Department's engineering services, activities, and functions including gathering data for surveys and or reports for engineering projects and City owned property, drafting engineering reports, and reviewing plans and specifications for compliance with City resolutions and ordinances; provides information and assistance to contractors, developers, engineers, and the general public on the City's engineering services and activities; and performs a variety of technical tasks relative to assigned area of responsibility.

DISTINGUISHING CHARACTERISTICS

Engineering Technician I -- This is the entry-level class within the Engineering Technician series and is expected to learn to perform assigned duties and responsibilities. Incumbents with this classification initially perform routine and less complex engineering related responsibilities, however, steadily receive more complex duties as experience is gained. Employees in this class normally work under close and continuous supervision performing repetitive or closely related duties under direct supervision as they learn their positions. In that this is a learning classification, typically incumbents can generally expect to progress to the higher-level class of Engineering Technician II after gaining the requisite experience.

Engineering Technician II – This is the journey level class in the Engineering Technician series performing the full array of technical engineering duties working independently, applying well developed program area knowledge, and exercising judgment and initiative. Such duties may include assisting in surveys to determine right-of-ways and preparing engineering reports. Positions in this class are flexibly staffed and are generally filled by advancement from the Engineering Technician I level, or when filled from the outside, require prior experience. Advancement to the "II" level is based on management judgment and/or certification or testing that validates the performance of the full range of job duties.

REPRESENTATIVE DUTIES *The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Performs a variety of engineering work in support of the Public Works Department's engineering services, activities, and functions including performing simple and complex plan checks of plans, specifications and other documentation to determine compliance with City resolutions and ordinances.

2. Provides phone and counter support; answers questions and provides technical information and assistance to contractors, developers, engineers, and the general public on the City's engineering services and activities; investigates and follows-up on complaints from the public.
3. Receives incoming plans from developers and contractors; enters status of plan check into computer in order to track plan check progress; assigns plan check to appropriate staff for review; notifies planner/developer when plan is ready to be picked up.
4. Issues permits for public works projects; logs information on permits, bonds, and plans into computer system for tracking.
5. Performs a variety of calculations on closures, vertical curves, grades and other public works projects to determine and ensure compliance with resolutions and ordinances and the proper specifications for work.
6. Assists development projects in plan checking and inspection.
7. Maintains accurate filing systems for data and documentation gathered in the performance of assigned duties and responsibilities; researches and retrieves data as necessary or requested.
8. Issues purchase orders and process payments; ensures all payments are made before final plans are approved.
9. Researches, gathers data, and designs site improvements on City right-of-ways; calculates cost estimates as necessary.
10. Attends and/or participates in a variety of assigned commissions, committees, or pre-construction meetings; provides administrative and analytical support as is necessary and appropriate.
11. Receives payments for a variety of services as necessary; ensures counter drawer is at the correct amount at the end of each day and payments are processed correctly.
12. Performs related duties, as assigned.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Operations, services, and activities of a municipal engineering program.
Principles, standard specifications, methods, materials, and equipment used in standard engineering work.
Principles and practices of engineering design and plan checking.
Terminology, methods and techniques used in engineering report preparation.
Methods and techniques of researching, compiling, interpreting, and presenting statistics and data.
Modern office procedures, methods, and equipment including computers and applicable software applications.
Operational characteristics of land surveying equipment.
Basic principals and practices of engineering and surveying.
Complex principles and practices of engineering plan check and design review.
Methods and techniques for record keeping.
Mathematical principles as applied to engineering work.
Proper English, spelling, and grammar.
Pertinent federal, state, and local laws, codes, and regulations.

Ability to:
Perform a variety of technical engineering work.
Comprehend and implement standard principles and practices of technical engineering work.
Perform engineering plan checks.
Courteously respond to community issues, concerns and needs.
Competently operate land-surveying equipment.
Analyze a complex issue and develop and implement an appropriate response.
Prepare clear and concise reports.
Apply applicable laws, codes and regulations.
Work independently.
Demonstrate a full understanding of applicable policies, procedures and work methods associated with assigned duties.
Effectively operate a motor vehicle on City streets.
Operate office equipment including computers and supporting software applications.
Effectively use land-surveying equipment.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Engineering Technician I

Education/Training:

Minimum eighteen (18) years of age.

Equivalent to the completion of the twelfth grade supplemented by two years of college level course work in engineering or a related field.

Experience:

Two years of experience performing increasingly responsible office support duties involving public contact required.

License or Certificate:

Must possess a valid California Class C Driver's License and maintain possession of such license during the course of employment.

Engineering Technician II

Education/Training:

Equivalent to the completion of the twelfth grade supplemented by two years of college level course work in engineering or a related field.

Experience:

Three years of increasingly responsible technical engineering experience.

License or Certificate:

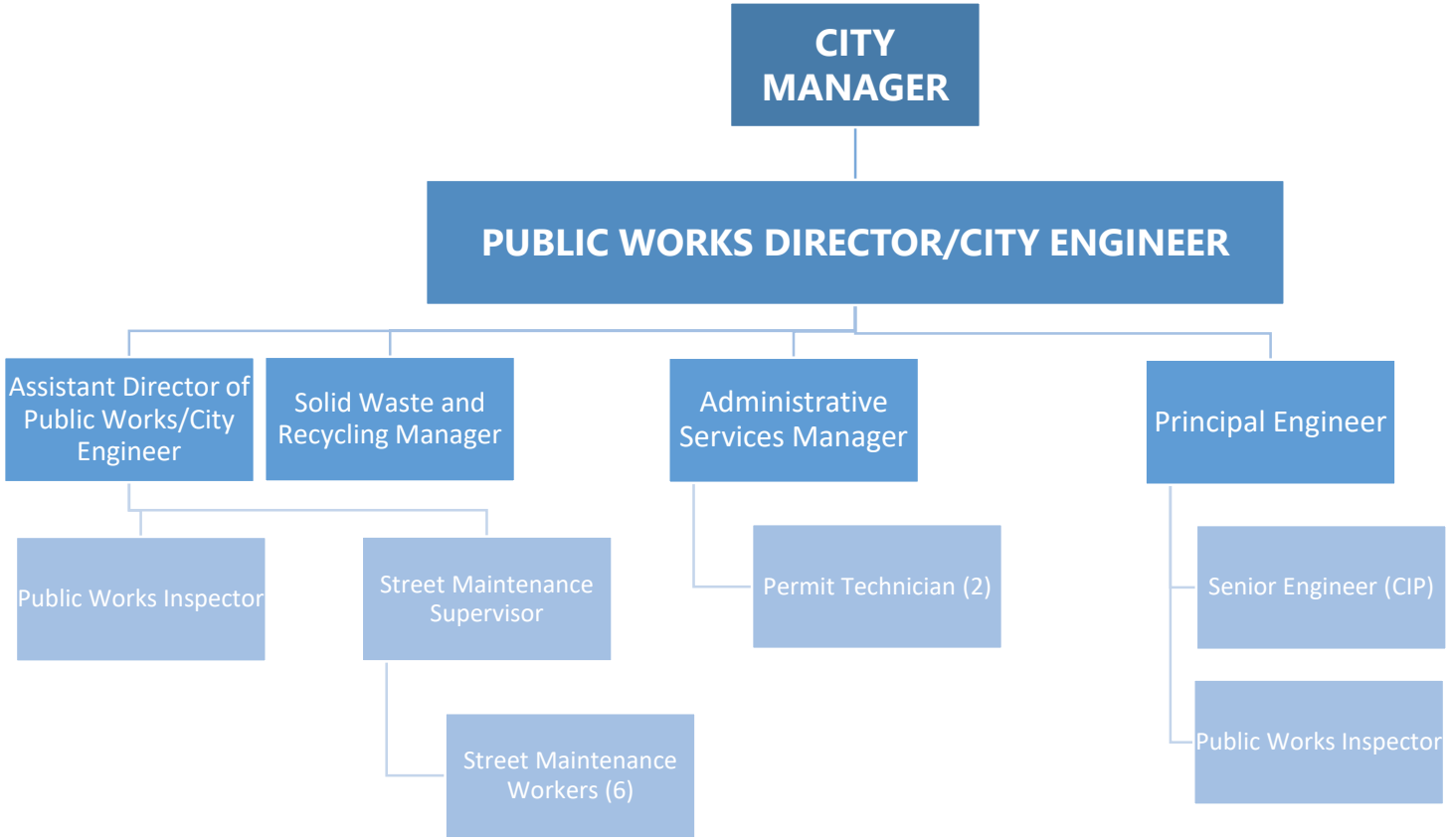
Must possess a valid California Class C Driver's License and maintain possession of such license during the course of employment.

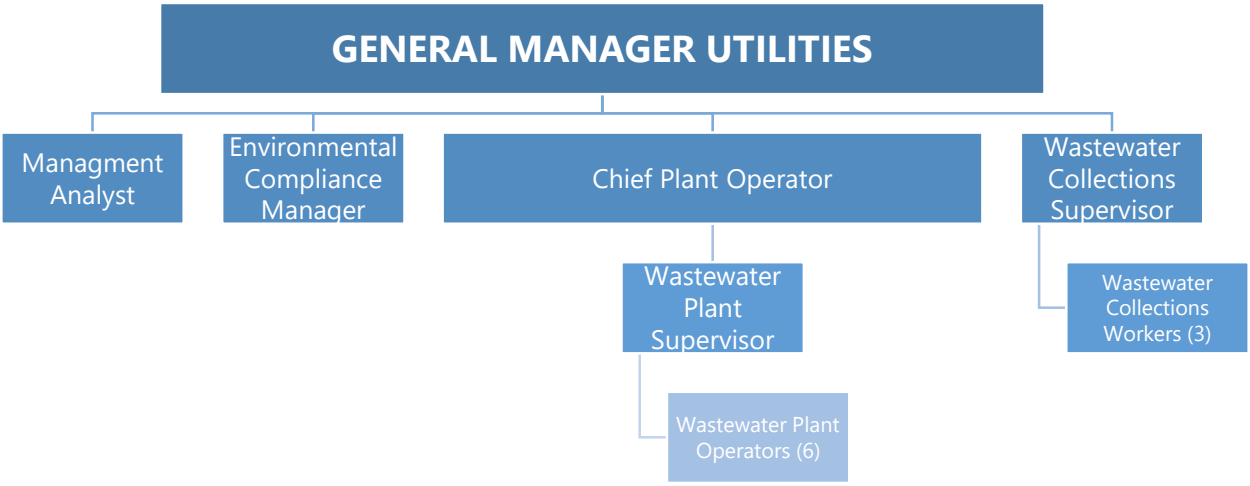
PHYSICAL, MENTAL, AND ENVIRONMENTAL REQUIREMENTS: *The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job.*

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions:

Must be found to be free from any physical, emotional or mental conditions, as determined by a qualified physician and/or psychologist, which with or without accommodation might affect the ability of the employee to perform essential job functions. The position may require prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. Additionally, the position requires grasping, repetitive hand movement, and fine coordination in retrieving and entering data using a computer keyboard. Near and far vision is required in order to read work related documents and use the computer. Acute hearing is required when providing phone and personal service. The position requires lifting, carrying, pushing, and/or pulling objects weighing up to 25 pounds. Incumbent must be willing to work shift work, including nights, weekends, and holidays. Must be able to work in adverse weather conditions, including extreme heat and cold

This classification is not intended to be all-inclusive. An employee may be required to perform other reasonable duties as assigned by management. The City reserves the right, with the concurrence of the department head, to revise or change classification duties and responsibilities as the need arises and as consistent with the meet and confer process.


CITY MANAGER
PUBLIC WORKS DIRECTOR/CITY ENGINEER
Assistant Director of Public Works/City Engineer
Solid Waste and Recycling Manager
Administrative Services Manager
Principal Engineer
Public Works Inspector
Street Maintenance Supervisor
Permit Technician (2)
Senior Engineer (CIP)
Street Maintenance Workers (6)
Public Works Inspector


GENERAL MANAGER UTILITIES
Managment Analyst
Environmental Compliance Manager
Chief Plant Operator
Wastewater Collections Supervisor
Wastewater Plant Supervisor
Wastewater Collections Workers (3)
Wastewater Plant Operators (6)

Personnel Changes

Through the budget process, City Council authorized a total of 23.5 new positions and two changes in status for existing positions, ending with a total Full Time Equivalent (FTE) count of 212.5. Included in this FTE count is the net of positions eliminated, reclassed as well as positions added. Within the General Fund, the Finance Department added a Procurement/Contract Specialist, the Human Resource Department added an HR/Payroll Technician, the Information Technology Department added an IT Analyst I, the newly created Economic Development Department added a Management Analyst, the Planning Department added an Assistant Planner, the Parks and Recreation Department added 3 part-time Recreation Specialists. The Police Department added four new Police Officers, reclassed one Police Officer to a Corporal and a Corporal to a Sergeant, and also added two Support Services Specialist II positions and three Community Services Officers. The Building and Safety Department added a Building Inspector and a Building Permit Tech I. The Public Works Department added a GIS Analyst and a Senior Engineer. The Building Maintenance Department added four Maintenance Worker positions. RCTC authorized the Transit Customer Service Coordinator position from part-time to full-time.

Citywide Positions FTE Count

Authorized Positions for Fiscal Year ending June 30

DEPARTMENT	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Administration	17.0	9.0	9.0	8.0	8.0	6.0
Animal Control	3.0	2.0	2.0	2.0	2.0	2.0
Building and Safety	4.0	4.0	4.0	5.0	5.0	7.0
Building Maintenance *	0.0	0.0	0.0	0.0	0.0	4.0
City Clerk	2.0	2.0	2.0	2.0	2.0	2.0
City Council	5.0	5.0	5.0	5.0	5.0	5.0
Community Enhancement	2.0	2.0	2.0	2.0	2.0	2.0
Economic Development**	0.0	0.0	0.0	0.0	0.0	2.0
Finance/Budget	0.0	7.0	7.0	7.0	7.0	8.0
Grounds Maintenance	19.0	20.0	20.0	20.0	20.0	19.5
Human Resources/Risk Mgmt	0.0	2.0	2.0	2.0	3.0	3.75
Information Technology	0.0	1.0	1.0	3.0	4.0	5.0
Parks and Recreation	8.5	8.0	8.0	5.0	5.0	7.5
Planning	7.0	7.0	7.0	7.0	7.0	5.5
Police	43.0	43.0	43.0	43.0	49.0	54.0
Police Support	16.0	16.5	16.5	17.0	18.0	23.0
Pool ***	7.5	7.5	7.5	7.5	0.0	0.0
Public Works	3.0	2.75	3.5	6.5	6.5	9.0
Street Maintenance	5.0	5.0	5.0	5.0	7.0	7.0
TOTAL GENERAL FUND PERSONNEL	**142.00**	**143.75**	**144.50**	**147.00**	**150.50**	**172.25**

*FY 2023 Building Maintenance Department created employees (4)
**FY 2023 Economic Development Department was created (2)
***FY 2022 Life Guard positions were removed since the pool was demolished (7.5)

Enterprise Funds FTE Count

DEPARTMENT	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Wastewater	7.00	7.25	12.00	10.50	14.50	17.00
Transit	26.00	26.00	26.00	23.00	23.00	23.25
TOTAL ENTERPRISE FUND PERSONNEL	**33.00**	**33.25**	**38.00**	**33.50**	**37.50**	**40.25**
GRAND TOTAL ALL CITY PERSONNEL	**175.00**	**177.00**	**182.50**	**180.50**	**188.00**	**212.50**

- COMPENSATION PLAN -

Adopted by City Council August 2, 2022

Position	MOU Assigned To	Salary Range	
		First Step	*Top Step*
Account Technician	SEIU	44	54
Administrative Services Director	Employment Contract	92	102
Administrative Services Manager	Professional/Technical/Manager	74	84
Animal Control Officer I	SEIU	44	54
Animal Control Officer II	SEIU	48	58
Assistant Director of Finance	Professional/Technical/Manager	78	88
Assistant Director of Public Works/Engineer	Professional/Technical/Manager	82	92
Assistant Planner	SEIU	54	64
Budget Specialist	Professional/Technical/Manager	60	70
Building/Grounds/Maintenance Worker	SEIU	38	48
Building Inspector	SEIU	52	62
Building Permit Technician I	SEIU	40	50
Building Permit Technician II	SEIU	46	56
Building Plans Examiner	SEIU	57	67
Bus Driver – Lead	SEIU	41	51
Bus Driver I	SEIU	35	45
Bus Driver II	SEIU	41	51
Chief Building Official	Professional/Technical/Manager	82	92
Chief of Police	Employment Contract	98	108
Chief Plant Operator – Wastewater	Professional/Technical/Manager	77	87
City Engineer / Public Works Director	Employment Contract	92	102
City Manager	Employment Contract	102	112
Community Enhancement Officer I	SEIU	46	56
Community Enhancement Officer II	SEIU	50	60
Community Services Director	Employment Contract	84	94
Community Services Manager	Professional/Technical/Manager	66	76
Community Services Officer	POA	46	56
Customer Service Coordinator I	SEIU	32	42
Customer Service Coordinator II	SEIU	38	48
Deputy City Manager	Employment Contract	94	104
Deputy Chief of Police	Police Management	92	102
Deputy City Clerk	Professional/Technical/Manager	64	74
Economic Development Manager	Professional/Technical/Manager	72	82
Engineering Development Technician I	SEIU	40	50
Engineering Development Technician II	SEIU	46	56
Environmental Compliance Manager	Professional/Technical/Manager	60	70
Executive Assistant	Professional/Technical/Manager	49	59
Finance Director	Employment Contract	92	102
General Manager of Utilities	Employment Contract	92	102
GIS Analyst	SEIU	53	63
Grounds/Parks/Facilities Superintendent	Professional/Technical/Manager	69	79

Position	MOU Assigned To	Salary Range	
		First Step	*Top Step*
Information Technology Manager	Professional/Technical/Manager	81	91
HR/Payroll Technician	SEIU	44	54
IT Analyst I	SEIU	51	61
IT Analyst II	SEIU	59	69
Lead Building/Grounds Maintenance Worker	SEIU	44	54
Lead Dispatcher	POA	50	60
Mechanic	SEIU	44	54
Management Analyst I	SEIU	52	62
Management Analyst II	SEIU	58	68
Planning Manager	Professional/Technical/Manager	78	88
Police Cadet		29	29
Police Captain	Police Management	91	101
Police Corporal	Police Officers Association	70	80
Police Lieutenant	Police Management	86	96
Police Officer	Police Officers Association	64	74
Police Sergeant	Police Officers Association	76	86
Principal Engineer	Professional/Technical/Manager	72	82
Public Safety Dispatcher I	Police Officers Association	38	48
Public Safety Dispatcher II	Police Officers Association	44	54
Police Trainee		47	47
Procurement/Contract Specialist	SEIU	51	61
Public Works Inspector	SEIU	57	67
Recreation Specialist	SEIU	24	34
Recreation Superintendent	Professional/Technical/Manager	66	76
Senior Accountant	Professional/Technical/Manager	68	78
Senior Engineer	Professional/Technical/Manager	70	80
Solid Waste Recycling Manager	Professional/Technical/Manager	60	70
Street Maintenance Supervisor	Professional/Technical/Manager	59	69
Street Maintenance Worker	SEIU	44	54
Support Services Specialist I	Police Officers Association	32	42
Support Services Specialist II	Police Officers Association	38	48
Support Services Supervisor	Police Officers Association	58	68
Transit Manager	Professional/Technical/Manager	72	82
Vehicle Maintenance Supervisor	Professional/Technical/Manager	63	73
Wastewater Collections Supervisor	Professional/Technical/Manager	56	66
Wastewater Collection System Worker I	SEIU	46	56
Wastewater Collection System Worker II	SEIU	50	60
Wastewater Plant Operator I	SEIU	51	61
Wastewater Plant Operator II	SEIU	57	67
Wastewater Plant Operator III	SEIU	61	71
Wastewater Plant Operator IV	SEIU	65	75
Wastewater Plant Operator V	SEIU	69	79
Wastewater Plant Supervisor	Professional/Technical/Manager	65	75

City of Beaumont

Salary Range Table

Effective 8/2/2022

Step	Annual	Monthly	Bi-Weekly	Hourly
0	$ 17,638.44	$ 1,469.87	$ 678.40	$ 8.48
1	$ 18,075.24	$ 1,506.27	$ 695.20	$ 8.69
2	$ 18,532.80	$ 1,544.40	$ 712.80	$ 8.91
3	$ 18,990.36	$ 1,582.53	$ 730.40	$ 9.13
4	$ 19,468.80	$ 1,622.40	$ 748.80	$ 9.36
5	$ 19,947.24	$ 1,662.27	$ 767.20	$ 9.59
6	$ 20,446.44	$ 1,703.87	$ 786.40	$ 9.83
7	$ 20,966.40	$ 1,747.20	$ 806.40	$ 10.08
8	$ 21,486.36	$ 1,790.53	$ 826.40	$ 10.33
9	$ 22,027.20	$ 1,835.60	$ 847.20	$ 10.59
10	$ 22,588.80	$ 1,882.40	$ 868.80	$ 10.86
11	$ 23,150.40	$ 1,929.20	$ 890.40	$ 11.13
12	$ 23,712.00	$ 1,976.00	$ 912.00	$ 11.40
13	$ 24,315.24	$ 2,026.27	$ 935.20	$ 11.69
14	$ 24,918.36	$ 2,076.53	$ 958.40	$ 11.98
15	$ 25,542.36	$ 2,128.53	$ 982.40	$ 12.28
16	$ 26,187.24	$ 2,182.27	$ 1,007.20	$ 12.59
17	$ 26,832.00	$ 2,236.00	$ 1,032.00	$ 12.90
18	$ 27,518.40	$ 2,293.20	$ 1,058.40	$ 13.23
19	$ 28,204.80	$ 2,350.40	$ 1,084.80	$ 13.56
20	$ 28,911.96	$ 2,409.33	$ 1,112.00	$ 13.90
21	$ 29,619.24	$ 2,468.27	$ 1,139.20	$ 14.24
22	$ 30,368.04	$ 2,530.67	$ 1,168.00	$ 14.60
23	$ 31,116.84	$ 2,593.07	$ 1,196.80	$ 14.96
24	$ 31,907.16	$ 2,658.93	$ 1,227.20	$ 15.34
25	$ 32,697.60	$ 2,724.80	$ 1,257.60	$ 15.72
26	$ 33,508.80	$ 2,792.40	$ 1,288.80	$ 16.11
27	$ 34,361.64	$ 2,863.47	$ 1,321.60	$ 16.52
28	$ 35,214.36	$ 2,934.53	$ 1,354.40	$ 16.93
29	$ 36,087.96	$ 3,007.33	$ 1,388.00	$ 17.35
30	$ 37,003.20	$ 3,083.60	$ 1,423.20	$ 17.79
31	$ 37,918.44	$ 3,159.87	$ 1,458.40	$ 18.23
32	$ 38,875.20	$ 3,239.60	$ 1,495.20	$ 18.69
33	$ 39,852.84	$ 3,321.07	$ 1,532.80	$ 19.16
34	$ 40,830.36	$ 3,402.53	$ 1,570.40	$ 19.63
35	$ 41,849.64	$ 3,487.47	$ 1,609.60	$ 20.12
36	$ 42,910.44	$ 3,575.87	$ 1,650.40	$ 20.63
37	$ 43,971.24	$ 3,664.27	$ 1,691.20	$ 21.14
38	$ 45,073.56	$ 3,756.13	$ 1,733.60	$ 21.67
39	$ 46,196.76	$ 3,849.73	$ 1,776.80	$ 22.21
40	$ 47,361.60	$ 3,946.80	$ 1,821.60	$ 22.77
41	$ 48,547.20	$ 4,045.60	$ 1,867.20	$ 23.34
42	$ 49,753.56	$ 4,146.13	$ 1,913.60	$ 23.92
43	$ 51,001.56	$ 4,250.13	$ 1,961.60	$ 24.52
44	$ 52,270.44	$ 4,355.87	$ 2,010.40	$ 25.13
45	$ 53,580.84	$ 4,465.07	$ 2,060.80	$ 25.76
46	$ 54,932.76	$ 4,577.73	$ 2,112.80	$ 26.41
47	$ 56,305.56	$ 4,692.13	$ 2,165.60	$ 27.07
48	$ 57,699.24	$ 4,808.27	$ 2,219.20	$ 27.74
49	$ 59,155.20	$ 4,929.60	$ 2,275.20	$ 28.44
50	$ 60,632.04	$ 5,052.67	$ 2,332.00	$ 29.15
51	$ 62,150.40	$ 5,179.20	$ 2,390.40	$ 29.88
52	$ 63,689.64	$ 5,307.47	$ 2,449.60	$ 30.62
53	$ 65,291.16	$ 5,440.93	$ 2,511.20	$ 31.39
54	$ 66,913.56	$ 5,576.13	$ 2,573.60	$ 32.17
55	$ 68,598.36	$ 5,716.53	$ 2,638.40	$ 32.98
56	$ 70,304.04	$ 5,858.67	$ 2,704.00	$ 33.80

Step	Annual	Monthly	Bi-Weekly	Hourly
57	$ 72,072.00	$ 6,006.00	$ 2,772.00	$ 34.65
58	$ 73,860.84	$ 6,155.07	$ 2,840.80	$ 35.51
59	$ 75,711.96	$ 6,309.33	$ 2,912.00	$ 36.40
60	$ 77,604.84	$ 6,467.07	$ 2,984.80	$ 37.31
61	$ 79,539.24	$ 6,628.27	$ 3,059.20	$ 38.24
62	$ 81,536.04	$ 6,794.67	$ 3,136.00	$ 39.20
63	$ 83,574.36	$ 6,964.53	$ 3,214.40	$ 40.18
64	$ 85,654.44	$ 7,137.87	$ 3,294.40	$ 41.18
65	$ 87,796.80	$ 7,316.40	$ 3,376.80	$ 42.21
66	$ 90,001.56	$ 7,500.13	$ 3,461.60	$ 43.27
67	$ 92,247.96	$ 7,687.33	$ 3,548.00	$ 44.35
68	$ 94,556.76	$ 7,879.73	$ 3,636.80	$ 45.46
69	$ 96,927.96	$ 8,077.33	$ 3,728.00	$ 46.60
70	$ 99,361.56	$ 8,280.13	$ 3,821.60	$ 47.77
71	$ 101,816.04	$ 8,484.67	$ 3,916.00	$ 48.95
72	$ 104,374.44	$ 8,697.87	$ 4,014.40	$ 50.18
73	$ 106,974.36	$ 8,914.53	$ 4,114.40	$ 51.43
74	$ 109,657.56	$ 9,138.13	$ 4,217.60	$ 52.72
75	$ 112,403.16	$ 9,366.93	$ 4,323.20	$ 54.04
76	$ 115,211.16	$ 9,600.93	$ 4,431.20	$ 55.39
77	$ 118,081.56	$ 9,840.13	$ 4,541.60	$ 56.77
78	$ 121,035.24	$ 10,086.27	$ 4,655.20	$ 58.19
79	$ 124,071.96	$ 10,339.33	$ 4,772.00	$ 59.65
80	$ 127,171.20	$ 10,597.60	$ 4,891.20	$ 61.14
81	$ 130,353.60	$ 10,862.80	$ 5,013.60	$ 62.67
82	$ 133,598.40	$ 11,133.20	$ 5,138.40	$ 64.23
83	$ 136,947.24	$ 11,412.27	$ 5,267.20	$ 65.84
84	$ 140,358.36	$ 11,696.53	$ 5,398.40	$ 67.48
85	$ 143,873.64	$ 11,989.47	$ 5,533.60	$ 69.17
86	$ 147,471.96	$ 12,289.33	$ 5,672.00	$ 70.90
87	$ 151,153.56	$ 12,596.13	$ 5,813.60	$ 72.67
88	$ 154,939.20	$ 12,911.60	$ 5,959.20	$ 74.49
89	$ 158,808.00	$ 13,234.00	$ 6,108.00	$ 76.35
90	$ 162,780.84	$ 13,565.07	$ 6,260.80	$ 78.26
91	$ 166,857.60	$ 13,904.80	$ 6,417.60	$ 80.22
92	$ 171,017.64	$ 14,251.47	$ 6,577.60	$ 82.22
93	$ 175,302.36	$ 14,608.53	$ 6,742.40	$ 84.28
94	$ 179,691.24	$ 14,974.27	$ 6,911.20	$ 86.39
95	$ 184,163.16	$ 15,346.93	$ 7,083.20	$ 88.54
96	$ 188,780.76	$ 15,731.73	$ 7,260.80	$ 90.76
97	$ 193,502.40	$ 16,125.20	$ 7,442.40	$ 93.03
98	$ 198,327.96	$ 16,527.33	$ 7,628.00	$ 95.35
99	$ 203,299.20	$ 16,941.60	$ 7,819.20	$ 97.74
100	$ 208,374.36	$ 17,364.53	$ 8,014.40	$ 100.18
101	$ 213,574.44	$ 17,797.87	$ 8,214.40	$ 102.68
102	$ 218,919.96	$ 18,243.33	$ 8,420.00	$ 105.25
103	$ 224,390.40	$ 18,699.20	$ 8,630.40	$ 107.88
104	$ 230,006.40	$ 19,167.20	$ 8,846.40	$ 110.58
105	$ 235,747.20	$ 19,645.60	$ 9,067.20	$ 113.34
106	$ 241,633.56	$ 20,136.13	$ 9,293.60	$ 116.17
107	$ 247,665.60	$ 20,638.80	$ 9,525.60	$ 119.07
108	$ 253,863.96	$ 21,155.33	$ 9,764.00	$ 122.05
109	$ 260,208.00	$ 21,684.00	$ 10,008.00	$ 125.10
110	$ 266,718.36	$ 22,226.53	$ 10,258.40	$ 128.23
111	$ 273,395.16	$ 22,782.93	$ 10,515.20	$ 131.44
112	$ 280,238.40	$ 23,353.20	$ 10,778.40	$ 134.7[illegible]
113	$ 287,247.96	$ 23,937.33	$ 11,048.00	$ 138.[illegible]

BEAUMONT
CALIFORNIA

Staff Report

TO: City Council

FROM: Kari Mendoza, Administrative Services Director

DATE October 4, 2022

SUBJECT: **Authorize the Purchase of Motorola Equipment and System Integration Services for Dispatch Console Migration**

Background and Analysis:

On August 3, 2021, staff discussed the need to either update the obsolete Eastern Riverside County Interoperable Communications Authority (ERICA) system and equipment or join the Riverside County Sheriff's Department Public Safety Enterprise Communications (PSEC) group. City Council directed staff to coordinate with the Riverside County Sheriff's Department and begin the migration to PSEC. On September 7, 2021, after reviewing the options the City Council approved a lease agreement with Motorola to purchase 125 handheld radios and mobile radios for vehicles necessary to begin facilitating the department's ability the transition over to the PSEC system. PSEC has completed the programing and implementation of the handheld radios and mobile radios for vehicles.

The next phase of the implementation is to upgrade the dispatch communications equipment to PSEC capable consoles. The required dispatch communication center upgrade includes five (5) workstations, two (2) routers, and two (2) ethernet switches. This purchase to complete the system integration services to the PSEC system is $149,447.

Currently the ERICA Joint Powers Agreement (JPA) has an agreement with Motorola for technical support and software upgrades through June 30, 2023. Motorola, anticipating that expiration has included a six-year technical support and software upgrade agreement to begin July 1, 2023, to ensure no lapse in maintenance or support. Total cost for all six years $149,300, annual billing will commence in Fiscal Year (FY) 23/24 and will be budgeted accordingly.

Fiscal Impact:

The FY 22/23 Motorola equipment and system integration services cost is $149,477. This will be paid for from the fund balance in the Public Safety CFD. Staff will bring back a budget amendment to the Capital Improvement Plan (CIP) for a project correction at a later date. The fiscal impact for FY 2023/24 thru FY 2028/29 for the general fund account 100-2050-7057 is $149,300 for technical support and software upgrades.

Recommended Action:

Authorize the Mayor to execute the Communications System and Services Agreement and the Motorola Software License Agreement in the amount of $149,477 for System Integration Services and $149,300 for technical support and software upgrades.

Attachments:

A. Motorola PSEC Migration and Console Upgrade Proposal and Agreements.

MOTOROLA SOLUTIONS

BEAUMONT PD

PSEC MIGRATION AND CONSOLE UPGRADE **9/21/2022**

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MOTOROLA SOLUTIONS

9/21/2022

Kari Mendoza
Beaumont PD
660 Orange Ave
Beaumont,CA 92223

Subject: PSEC Migration and Console Upgrade

Dear Kari Mendoza,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide Beaumont PD with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

As part of Motorola's SUA II program that the Beaumont Police Department subscribes to, the department will be receiving updated dispatch site equipment consising of new site routers, switches, and workstations. Motorola is proposing to integrate this new equipment into the PSEC Trunking core to allow for Beaumont PD to fully migrate from the ERICA Radio system to the PSEC Radio system. The proposal consists of:

- Installation and Integration Services for the new dispatch site equipment to connect to the PSEC Trunked Core
- Removal and disposal of the legacy dispatch site equipment
- Support Services and the SUA II program to match the PSEC support and lifecycle agreements

This proposal consists of this cover letter and the Communications System and Services Agreement (CSSA), together with its Exhibits and Addendum. This proposal shall remain valid for a period of 60 days from the date of this cover letter. Beaumont PD may accept the proposal by delivering to Motorola the CSSA signed by an authorized representative, or by issuing Motorola a PO specifically referencing "the CSSA and Motorola Solutions' September 21, 2022, proposal." Alternatively, Motorola Solutions would be pleased to address any concerns Beaumont PD may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Joshua Asbill, Senior Account Manager, at 951-285-7996.

We thank you for the opportunity to furnish Beaumont PD with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.

Jerry Burch
MSSSI VP

SECTION 1

SYSTEM DESCRIPTION

1.1 INTRODUCTION

The City of Beaumont PD ("Beaumont PD") has requested a proposal for Motorola Solutions, Inc. ("Motorola") to migrate the existing Beaumont Police Department's dispatching center, located at Beaumont PD, from the ERICA Radio System to the Riverside County PSEC Radio System. The migration from the ERICA Radio System to the PSEC P25 Radio System will leverage the ERICA System Upgrade Agreement (SUA II) in order to replace the existing networking equipment connecting the dispatch center to the Radio System Master Site. Specifically, new switches, routers, and operator position workstations will be provided to replace the existing switches, routers, and operator position workstations. The new networking equipment will be integrated into the PSEC Radio System. While this proposal describes the equipment necessary for Beaumont PD to migrate to the PSEC Radio System, it only includes the pricing associated with the system integration services necessary for the migration. These services are above and beyond those services that the Motorola SUA program will provide. The Statement of Work below delineates the Beaumont PD and Motorola responsibilities.

The new equipment covered by the SUA II includes the latest models offered and supported by the 2021.1 system release required to be in alignment with Riverside County's PSEC Radio System current release.

Below is the Figure 1-1 Dispatch Center block diagram illustrating the equipment that Beaumont PD will receive as part of the SUA II upgrade. In addition, Figure 1-2 illustrates the Beaumont Dispatch Center will be an additional dispatch center connecting to the PSEC Master Sites.

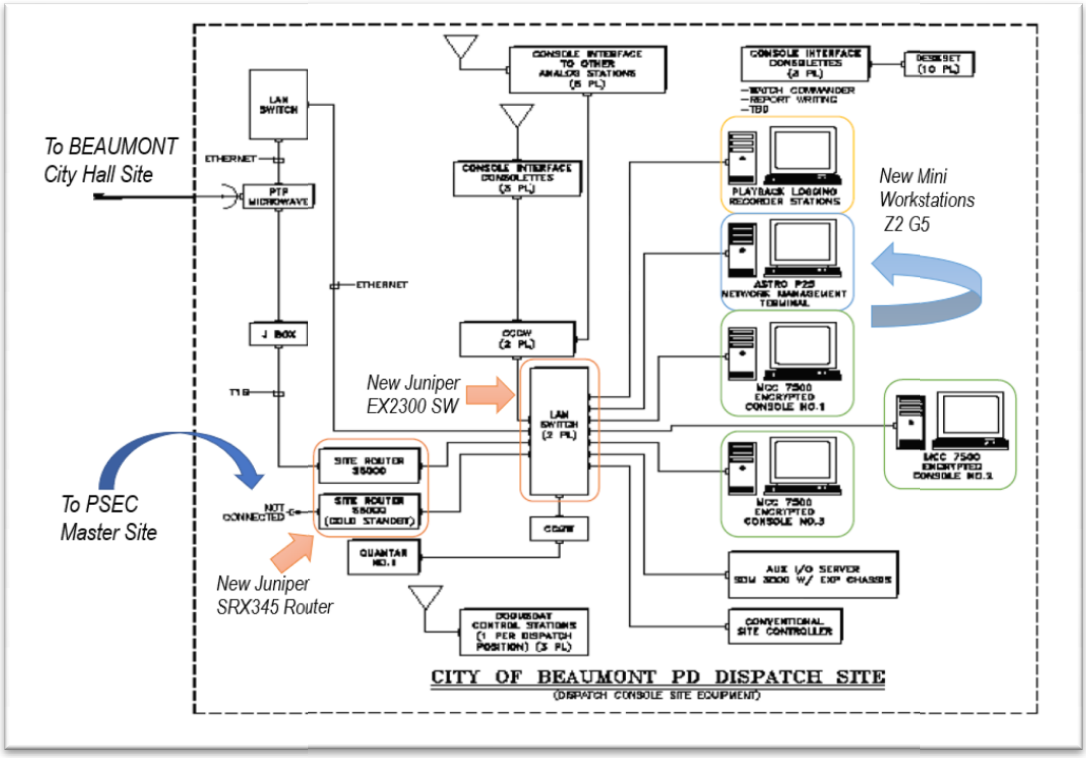

Figure 1-1 Dispatch Center Block Diagram

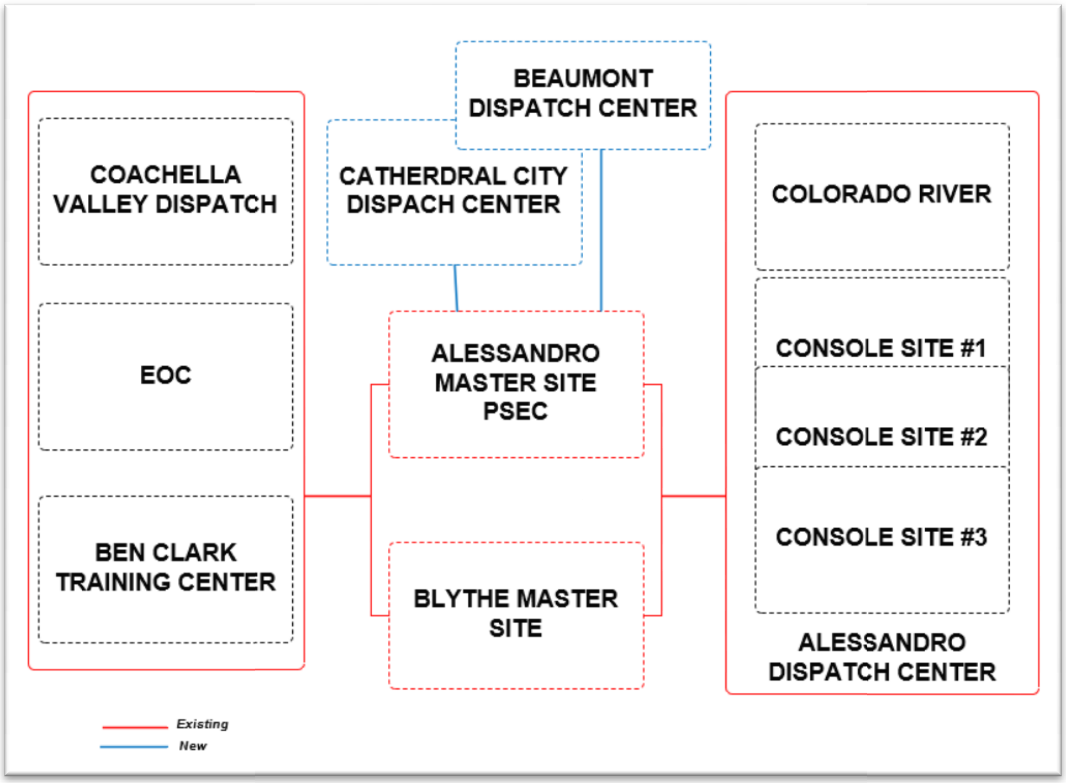

Figure 1-2 System Block Diagram

The equipment below will be provided by the SUA II:

- Qty. 2 SRX 345 Site Routers
- Qty. 2 HP 2930F Ethernet Switches
- Qty. 5 Z2 G5 Workstations (3 Operator Positions, 1 Playback Station, 1 Console Alias Manager)

1.1 SRX 345 ROUTER

The SRX 345 Service Gateway combines scalable connectivity and security to ASTRO® 25 systems, ensuring that communications remain stable and secure between organizations.

The SRX 345 is used for routing, switching, and WAN connectivity at various network locations and supports high availability configuration, threat mitigation, and firewall features such as VPN. To secure traffic between hosts, stateful firewall protection is enabled by default and performs network inspections by amassing data and analyzing it in relation to the overall flow of communication.

The SRX 345 routers are replacing the existing HP routers currently installed in the Beaumont PD cabinet. The SRX 345 routers will be used to provide connectivity between the Beaumont PD dispatching site and the PSEC Radio System.

Figure 1-3 SRX 345 Router

1.2 HP 2930F ETHERNET SWITCH

The HP 2930F Ethernet Switch delivers a compact, high-density, cost-effective solution for small network environments where space and power are at a premium.

A 24-port version switch will be provided to Beaumont PD to enable a smooth transition from the ERICA Radio system to the PSEC Radio System.

The HP 2930F Ethernet switch will be used to provide connectivity between the MCC 7500 dispatch operator positions and the SRX 345 site routers.

Figure 1-4 HP 2930F Switch

1.3 NEW Z2 MINI G5 WORKSTATION

The new Z2 Mini G5 workstation will replace the existing operator position workstation and will remain in the MCC 7500 platform. All other dispatching equipment, including the existing Voice Processing Modules (VPMs) and peripheral accessories, will not need to be replaced. The new Z2 G5 workstation has a smaller footprint than previous workstations to allow for more room at the dispatch positions. This workstation will run the MCC 7500 Dispatch software. A new Z2 G5 workstation will also be provided to replace the existing Playback station workstation.

1.4 MKM 7000 CONSOLE ALIAS MANAGER (CAM)

A new Z2 G5 workstation will also replace the existing Network Management Client workstation. The new Z2 G5 workstation will be loaded with the MKM7000 Console Alias Manager (CAM). The CAM manages the Radio unit ID aliases displayed on dispatch positions, and will enable Beaumont PD to change aliases displayed on your dispatch positions without affecting the aliases displayed at other agencies on the PSEC Radio System.

A typical console uses many types of aliases to provide meaningful, descriptive names instead of numeric ID numbers for different resources on the console such as:

- Trunking talkgroups and conventional channels
- Aux I/Os
- Secure keys used for voice encryption
- Predefined pages
- Radio Unit IDs (also called Radio PTT IDs)

1.5 HIGH LEVEL MIGRATION PLAN

This section describes the high level tasks required to migrate Beaumont PD's dispatch center to Riverside County's PSEC Radio System.

- Order and ship new equipment to a Beaumont PD specified location.
- Transport new equipment to the Riverside County PSEC Alessandro Master Site.
- Field stage the new equipment at the PSEC Alessandro Master Site. This entails
  - Configuring the new dispatch site equipment into the PSEC system and discovering/TNCT new Beaumont dispatch site
  - Configuring the new equipment consisting of routers, switches, and workstations
  - Loading the required software to be in alignment with the PSEC system release
  - Integrating the new equipment and performing the FATP test
- Transport the staged equipment to the Beaumont PD Dispatch site and install the site equipment (new switches and routers) in parallel with the existing site equipment. The site equipment will be installed in available spaces in the existing racks.
- Ensure the Beaumont PD provided connectivity is established and tested between the Beaumont PD and the PSEC Master and DSR sites (Alessandro Master Site and the Blythe DSR site).
- Test one full position to ensure communications is taking place with Beaumont PD subscribers that have been programmed to operate on the PSEC Radio System.

Use or disclosure of this proposal is subject to the restrictions on the cover page.

- Migrate the remaining positions to the PSEC Radio System on a position by position basis.
- Riverside County to keyload the new dispatch positions with the required encryption key to support secure operations on the PSEC Radio System. Once migrated the Beaumont PD dispatch positions will only utilize PSEC Radio System Talkgroups and encryption keys.
- Reconfigure existing equipment that will be reused (conventional site controller and CCGWs) to operate on the PSEC Radio System. This will allow the new dispatch positions to access the existing conventional resources. There will be a brief disruption of operations on these conventional resources as the reconfiguration takes place.
- Reconfigure the Aux I/O server to be accessible via the new dispatch positions. There will be a brief disruption of operations on the AUX I/O resources as the reconfiguration takes place.
- Remove legacy equipment and continue normal operations on the PSEC Radio System.
- Logging of Beaumont PD's newly assigned talkgroups will be done via the PSEC core and can be accessible via the new Playback Station. Riverside County will enable Beaumont PD talkgroups in the PSEC Radio System AIS.

SECTION 2

STATEMENT OF WORK

Motorola is proposing to Beaumont PD the installation and configuration of the following equipment at the specified locations. This equipment will be provided by Motorola through the SUA II upgrade program.

Site Name	Major Equipment
Beaumont PD Dispatch Site	Two (2) SRX 345 Site Routers Two (2) HP 2930F Switches Three (3) Z2 G5 Mini Workstations for the MCC 7500 consoles One (1) Z2 G5 Mini Workstations for the Playback Station One (1) Z2 G5 Mini Workstations for the Console Alias Manager (CAM)

The section delineates the general responsibilities between Motorola and Beaumont PD as agreed to by contract.

2.1 GENERAL TASK LIST

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions (Covered by SUA)	Motorola Solutions SI	Beaumont PD
PROJECT INITIATION			
Contract Finalization and Team Creation			
Execute contract and distribute contract documents.		X	X
Assign a Project Manager as a single point of contact.		X	X
Assign resources.		X	X
Schedule project kickoff meeting.		X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.			
Project Administration			
Ensure that project team members attend all meetings relevant to their role on the project.		X	X
Set up the project in the Motorola Solutions		X	

Tasks	Motorola Solutions (Covered by SUA)	Motorola Solutions SI	Beaumont PD
information system.			
Record and distribute project status meeting minutes.		X	
Maintain responsibility for third-party services contracted by Motorola Solutions.		X	
Complete assigned project tasks according to the project schedule.		X	X
Submit project milestone completion documents.		X	
Upon completion of tasks, approve project milestone completion documents.			X
Conduct all project work Monday thru Friday, 8:00 a.m. to 4:30 p.m.).		X	
Deliverable: Completed and approved project milestones throughout the project.			
Project Kickoff			
Introduce team, review roles, and decision authority.		X	X
Present project scope and objectives.		X	
Review SOW responsibilities and project schedule.		X	X
Schedule Design Review.		X	X
Deliverable: Completed project kickoff and scheduled Design Review.			
Design Review			
Review the Customer's operational requirements.		X	X
Present the system design and operational requirements for the migration.		X	
Present installation plan.		X	
Present preliminary cutover/migration plan and methods to document final cutover process.		X	
Present configuration and details of sites required by system design.		X	
Validate that Customer sites can accommodate proposed equipment.		X	X
Provide approvals required to add equipment to proposed existing sites.			X
Review safety, security, and site access procedures.		X	X
Present equipment layout plans and system design drawings.		X	
Provide backhaul performance specifications and demarcation points.		X	
Provide heat load and power requirements for new equipment.		X	

Tasks	Motorola Solutions (Covered by SUA)	Motorola Solutions SI	Beaumont PD
Provide information on existing system interfaces.			X
Assume liability and responsibility for proving all information necessary for complete installation.			X
Assume responsibility for issues outside of Motorola Solutions' control.			X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.		X	
Provide minimum acceptable performance specifications for customer provided hardware, software, LAN, WAN and internet connectivity.		X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.		X	
Deliverable: Finalized design documentation based upon agreed design, along with any relevant Change Order documentation.			
SITE PREPARATION AND DEVELOPMENT			
Site Access			
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.			X
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.			X
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.			
Site Planning			
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.		X	
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.			X
Provide adequate electrical power in proper phase and voltage at sites.			X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.			X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)		X	
Ensure that required rack space is available for installation of the new equipment.			X
Deliverable: Information and permitting requirements completed at each site.			
General Facility Improvements			

Tasks	Motorola Solutions (Covered by SUA)	Motorola Solutions SI	Beaumont PD
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)			X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, etc.), and other building risks.			X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.			X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.			X
Supply interior building cable trays, raceways, conduits, and wire supports.			X
Deliverable: Sites meet physical requirements for equipment installation.			
SYSTEM INSTALLATION			
Equipment Order and Manufacturing			
Create equipment order.	X		
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X		
Procure non-Motorola Solutions equipment necessary for the system.	X		
Deliverable: Equipment procured and ready for shipment.			
Equipment Shipment and Storage			
Provide secure location for solution equipment.		X	
Receive solution equipment.		X	
Inventory solution equipment.		X	
Deliverable: Solution equipment received and inventoried			
General Installation			
Deliver solution equipment to installation location from PSEC Core.		X	
Coordinate receipt of and inventory solution equipment with designated contact.	X		
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and network cables to connect equipment to the power panels or receptacles, and audio/control line connection	X		

Tasks	Motorola Solutions (Covered by SUA)	Motorola Solutions SI	Beaumont PD
points. Installation performed in accordance with R56 standards and state/local codes.			
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.			X
Provide ethernet links between the Beaumont PD and the PSEC Core and DSR site.			X
Configure existing PSEC/Riverside Network to incorporate the new Beaumont ethernet links. PSEC is responsible for the design, build, and testing of the Ethernet links.			X
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.			X
Complete the cabling/connecting of the subsystems to each other (“connectorization” of the subsystems).	X		
Power up, load application parameters and program equipment.	X		
Confirm system configuration and software compatibility with the PSEC Core.		X	
Inventory the equipment with serial numbers and installation references.	X		
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet. Motorola’s demarcation point is the site router provided in this proposal as part of the SUA.	X		
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.			X
Connect installed equipment to the provided ground system.	X		
Label equipment, racks, and cables.		X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.		X	
Note any required changes to the installation for inclusion in the “as-built” system documentation.		X	
Remove, transport, and dispose of old equipment (Optional).		X	
Deliverable: Equipment installed.			
PSEC ASTRO 25 Core Configuration and Field Staging			
Ship equipment to the PSEC Core for field stage		X	
Field Stage site equipment		X	
Perform all work required to configure, integrate, discover and test the new site to the PSEC core.			X

Tasks	Motorola Solutions (Covered by SUA)	Motorola Solutions SI	Beaumont PD
Develop templates for console programming for use on the PSEC system.			X
Perform console programming and configuration for use on the PSEC Core.		X	
Provide required radio ID and alias information to enable alias database setup for interface to consoles.			X
Functional Acceptance Testing			
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.		X	
Witness the functional testing.			X
Document all issues that arise during the acceptance tests.		X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.		X	
Resolve any minor task failures before Final System Acceptance.		X	
Document the results of the acceptance tests and present for review.		X	
Review and approve final acceptance test results.			X
Document the results of the acceptance tests and present to the Customer for review.		X	
Deliverable: PSEC ASTRO 25 core configuration completed and equipment ready for installation			
Console, Playback station, CAM Client Installation and Configuration			
Finalize Cutover Plan.		X	X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.		X	
Notify the personnel affected by the cutover of the date and time planned for cutover.			X
Provide ongoing communication with users regarding the project and schedule.		X	X
Identify circuits for connection to console and a demarcation point located within 25 feet of the console interface.			X
Relocate site equipment from the PSEC Core to the Beaumont site		X	
On a position by position basis implement the new pre-configured positions. Each position will be	X		

Tasks	Motorola Solutions (Covered by SUA)	Motorola Solutions SI	Beaumont PD
confirmed operational before proceeding to the next position to migrate. Consoles will use existing keyboard and mouse, monitor and console accessories.			
Connect console to circuit demarcation points.	X		
Install CAM client.	X		
Install Playback Station	X		
Reconfigure the CCGWs, add conventional channel resources to the new MCC 7500 Dispatch site, and update the PSEC core to enable access to the conventional resources.			X
Update the IP address of the SDM to correspond with the new PSEC site IP addressing		X	
Field Audit and functional test Aux-I/Os connected to components such as gates, doors, alarms, etc.to Aux I/O punch-block		X	X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.		X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.			X
Deliverable: Migration to new system completed, and punchlist items resolved.			
SYSTEM OPTIMIZATION AND TESTING			
Solution Optimization			
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X		
Verify that all audio and data levels are at factory settings.	X		
Perform Link verification for the Beaumont PD provided Ethernet links.		X	
Verify communication interfaces between devices for proper operation.	X		
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.		X	
Deliverable: Completion of System Optimization.			
PROJECT TRANSITION			
Transition to New Service Agreement			
Review the items necessary for transitioning the project to a new service agreement.		X	

Tasks	Motorola Solutions (Covered by SUA)	Motorola Solutions SI	Beaumont PD
Motorola Solutions to provide support/lifecycle services which align with the Riverside County PSEC services.		X	
Provide a Customer Support Plan detailing the support associated with Beaumont PD's dispatch site equipment.		X	
Participate in the Transition Service/Project Transition process.			X
Deliverable: Service information delivered and approved by Beaumont PD.			
Finalize Documentation and System Acceptance			
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.		X	
Provide an electronic as-built system manual via PDF. The documentation will include the following: - Site Block Diagrams. - Site Floor Plans. - Site Equipment Rack Configurations. - ATP Test Checklists. - Functional Acceptance Test Plan Test Sheets and Results. - Equipment Inventory List. - Console Programming Template (where applicable). - Maintenance Manuals (where applicable). - Technical Service Manuals (where applicable). Drawings will be delivered in Adobe PDF format.		X	
Receive and approve documentation.			X
Execute Final Project Acceptance.		X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.			

2.2 ASSUMPTIONS

Motorola has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of the customer.

- Riverside County to perform all fleet mapping services to add Beaumont PD Talkgroups, radio IDs, console site IDs, subscriber programming, and features.
- Any telecommunications equipment beyond what is provided for in this proposal as part of the SUA upgrade is the responsibility of Beaumont and PSEC, including but not limited to any MPLS routers needs to access the Ethernet network.
- City of Beaumont is responsible for provisioning the network connectivity between the Beaumont PD Dispatch site and the PSEC Core and DSR. No network connectivity is included in this proposal.
- A separate logging solution is not included in this proposal. Riverside County will enable Beaumont PD talkgroups in the PSEC Radio System AIS in order to log Beaumont PD's talkgroups on PSEC's existing logging recorder.
- Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the customer.
- Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits, microwave links or other types of connectivity.
- Beaumont PD's MCC 7500 console migration does not provide coverage testing or coverage guarantees.
- Beaumont PD will provide direct wiring from the AUX I/O punchblock(s) to the doors, gates, or electrical equipment that will be controlled using the AUX I/O System.
- Beaumont is responsible for the furniture to accommodate the proposed equipment.
- There is sufficient rack space in the equipment room for the proposed solution equipment.
- No subscriber reprogramming or template development is included in this proposal. Riverside County PSEC is responsible for programming Beaumont PD's existing radio fleet for operation on the PSEC Radio System.
- No consolettes or desksets are included in this proposal as it assumed that any new consolettes or desksets required will be purchased under a different proposal.
- Decommissioning of dispatch equipment or reconfiguration of the ERICA core is not included in this proposal but can be quoted if needed.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola provided receiver(s). Should the Customer's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

SECTION 3

ACCEPTANCE TEST PLAN

A Functional Acceptance Test Plan (FATP) will be performed at the PSEC Core and will test the features, functions, and failure modes for the installed equipment in order to verify that the solution operates according to its design. A proposed sample FATP is included in the following pages and a detailed FATP will be developed and finalized during project implementation. Final acceptance will occur after the new dispatch site has been installed at the Beaumont Dispatch site.

3.1 MCC 7500 TRUNKED RESOURCES

3.1.1 Instant Transmit

1. DESCRIPTION

The instant transmit switch provides immediate operator access to a channel, independent of its select status (selected or unselected). It provides priority over other dispatcher transmit bars or optional footswitches.

SETUP

RADIO-1 - TALKGROUP 1
CONSOLE-1 – TALKGROUP 1 (Selected), TALKGROUP 2 (Unselect mode)

VERSION #1.010

2. TEST

Step 1. Using CONSOLE-1, press the Instant Transmit button on TALKGROUP 1.

Step 2. Verify that the Transmit indicator is lit.

Step 3. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 1.

Step 4. On RADIO-1 change to TALKGROUP 2.

Step 5. Using CONSOLE-1, press the Instant Transmit button on the TALKGROUP 2 radio resource.

Step 6. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 2.

Pass____ Fail____

MCC 7500 Trunked Resources

3.1.2 Talkgroup Selection and Call

1. DESCRIPTION

The Talkgroup Call is the primary level of organization for communications on a trunked radio system. Dispatchers with Talkgroup Call capability will be able to communicate with other members of the same talkgroup. This provides the effect of an assigned channel down to the talkgroup level. When a Talkgroup Call is initiated from a subscriber unit, the call is indicated on each dispatch operator position that has a channel control resource associated with the unit's channel/talkgroup.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
RADIO-3 - TALKGROUP 1
RADIO-4 - TALKGROUP 2
CONSOLE-1 - TALKGROUP 1
CONSOLE-2 - TALKGROUP 2

VERSION #1.010

2. TEST

Step 1. Initiate a wide area call from CONSOLE-1 on TALKGROUP 1.

Step 2. Observe that RADIO-1 and RADIO-3 will be able to monitor the call. Dekey the console and have either radio respond to the call.

Step 3. Observe that all consoles with TALKGROUP 1 can monitor both sides of the conversation.

Step 4. Initiate a wide area call from CONSOLE-2 on TALKGROUP 2.

Step 5. Observe that RADIO-2 and RADIO-4 will be able to monitor the call. Dekey the console and have either radio respond to the call.

Step 6. Observe that all consoles with TALKGROUP 2 can monitor both sides of the conversation.

Pass____ Fail____

MCC 7500 Trunked Resources

3.1.3 Emergency Alarm and Call Display Description

1. DESCRIPTION

Users in life threatening situations can use the emergency button on the radio to send an audible alarm and a visual alarm signal to a console operator in order to request immediate system access to a voice channel for an emergency call. An emergency alarm begins after the radio user presses the radio's emergency button. Pressing the emergency button places the radio in "emergency mode". To begin an emergency call, the radio user must press the radio's PTT button while in "emergency mode." The assigned voice channel will be dedicated to the emergency caller's talkgroup for an extended period of time, equal to the Message Hang Time plus the Emergency Hang Time. As with other call types, emergency calls can operate across sites as well as within the same site.

SETUP

RADIO-1 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1
CONSOLE-2 - TALKGROUP 1

VERSION #1.020

2. TEST

Step 1. Initiate an Emergency Alarm from RADIO-1.

Step 2. Observe the Emergency from RADIO-1 is received at CONSOLE-1 for TALKGROUP 1 and the text in the talkgroup resource indicates the trigger condition for the emergency when applicable (mandown condition, vehicle crash or vest pierce).

Step 3. Acknowledge the Emergency at the operator position. Verify CONSOLE-2 receives notification that the call has been acknowledged.

Step 4. Initiate a call with RADIO-1 to initiate an Emergency call.

Step 5. Observe CONSOLE-1 and CONSOLE-2 can monitor RADIO-1

Step 6. Clear the Emergency from CONSOLE-1 on TALKGROUP 1.

Step 7. End the Emergency Alarm from RADIO-1.

Pass____ Fail____

MCC 7500 Trunked Resources

3.1.4 Talkgroup Patch

1. DESCRIPTION

Talkgroup Patch allows a dispatcher to merge several talkgroups together on one voice channel to participate in a single conversation. This can be used for situations involving two or more talkgroups that need to communicate with each other.
Using the Patch feature, the console operator can talk and listen to all of the selected talkgroups grouped; in addition, the members of the individual talkgroups can also talk or listen to members of other talkgroups. Patched talkgroups can communicate with the console dispatcher and other members of different talkgroups because of the "supergroup" nature of the Patch feature.

NOTE : If "secure" and "clear" resources are patched together, one repeater for each mode may be assigned per site.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
RADIO-3 - TALKGROUP 1
RADIO-4 - TALKGROUP 2
CONSOLE-1 - TALKGROUP 1 and TALKGROUP 2

Note: All 4 Radios must have the same home zone.

VERSION #1.010

2. TEST

Step 1. Using CONSOLE-1 create a patch between TALKGROUP 1 and TALKGROUP 2.

Step 2. Initiate a patch call from CONSOLE-1.

Step 3. Verify RADIO-1, RADIO-2, RADIO-3, and RADIO-4 can monitor the call.

Step 4. Initiate several calls between the radios and verify successful communication.

Step 5. Dissolve the patch created in step 1.

Pass____ Fail____

MCC 7500 Trunked Resources

3.1.5 Console Priority

1. DESCRIPTION

Console Operator Positions have ultimate control of transmitted audio on an assigned voice channel resource. The Console Position has the capability to take control of an assigned voice channel for a talkgroup call so that the operator's audio overrides any subscriber audio. Console priority is a feature that enables dispatchers to gain immediate access to an assigned voice channel so that a central point of audio control exists.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1

VERSION #1.020

2. TEST

Step 1. Initiate a Talkgroup call from RADIO-1 on TALKGROUP 1. Keep this call in progress until the test has completed.

Step 2. Observe that RADIO-2 receives the call.

Step 3. While the call is in progress, key up CONSOLE-1 on TALKGROUP 1.

Step 4. Observe that RADIO-2 is now receiving audio from CONSOLE-1 on TALKGROUP 1.

Step 5. De-key CONSOLE-1.

Step 6. Verify RADIO-2 now receives RADIO-1 audio.

Step 7. End the TALKGROUP 1 call from RADIO-1.

Pass____ Fail____

MCC 7500 Trunked Resources

3.1.6 Alarm Input / Outputs (Aux I/O Option)

1. DESCRIPTION

The alarm inputs of the Aux I/O can be connected to almost any device that requires or can detect a relay closure. These signals can be simulated and monitored in the factory.

SETUP

Connect a multi-meter capable of monitoring closures to the proper pins of the punch block cabled to the Aux I/O. One momentary input and one momentary output should be configured on at least one MCC 7100/7500 console.
CONSOLE-1 - TALKGROUP 1
CONSOLE-1 - SITE - CONSITE 1
Aux I/O punch block pinout:

Aux I/O 1 - pins 26,1
Aux I/O 2 - pins 27,2
Aux I/O 3 - pins 28,3
Aux I/O 4 - pins 29,4

VERSION #1.010

2. TEST

Step 1. Using a shorting wire, simulate a relay closure on an input via the punch block.

Step 2. Verify that CONSOLE-1 momentary input displays the icon designated for an ON_STATE.

Step 3. Remove the shorting wire and verify that CONSOLE-1 displays the icon designated for an OFF_STATE.

Step 4. Connect the meter to the pins to monitor a relay output.

Step 5. Verify that the meter reads an open circuit.

Step 6. Press the output button on the console to initiate a relay closure.

Step 7. Verify that the meter displays a closed circuit.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

MCC 7500 Trunked Resources

3.1.7 Console Initiated Private Call to Subscriber

1. DESCRIPTION

Private Conversation is a selective calling feature which allows a dispatcher or radio user to carry on one-to-one conversation that is heard only by the two parties involved. Subscriber units receiving a private call will sound an alert tone. As with other call types, Private Calls operate across sites as well as within the same site.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1

VERSION #1.020

2. TEST

Step 1. Using CONSOLE-1, select the "PRIVATE-CALL" tile and click the Private Call function.

Step 2. Select the unit to be Private Called, in this case RADIO-1. (or select the numeric keypad and enter the Unit ID to be Private Called.)

Step 3. Click the Send button.

Step 4. Answer the Private Call with RADIO-1 and respond to the console.

Step 5. Verify RADIO-2 does not hear the private conversation.

Step 6. After completing the Private Call, return to the normal talkgroup mode.

Pass____ Fail____

MCC 7500 Trunked Resources

3.1.8 Activity Log

1. DESCRIPTION

The Console activity log will show all traffic for the resource assigned to that console to include the time, radio alias, TG, PTT ID and Emergency Call.

The dispatcher has the capability of selecting a logged call within in the "Activity Log Window" for instant transmit on the corresponding logged resource.

This activity log can be logged to a text file for archival purposes.

Note: The log file in the ops will only be seen if you first check Log Activity in Elite Admin application then in folder options uncheck hide hidden system files. The location will be c:\Program Data\MCC7500\MessageMonitorLogs.

SETUP

RADIO-1 – TALKGROUP 1
RADIO-2 – TALKGROUP 2
RADIO-3 – TALKGROUP 3
RADIO-4 – TALKGROUP 4
CONSOLE-1 – TALKGROUP 1, TALKGROUP 2, TALKGROUP 3, TALKGROUP 4

VERSION #1.020

2. TEST

Step 1. On CONSOLE-1 select the "Show Activity Log" button on the tool bar to open the Activity Log Window.

Step 2. Initiate calls on RADIO-1, RADIO-2, RADIO-3 and RADIO-4 to log call information and verify calls are displayed in the activity log window.

Step 3. Select a logged call in the Activity Log Window and verify that the Channel Control Window (CCW) at the top of the Activity log window changes to the corresponding resource. Verify the dispatcher is capable of responding via the instant transmit button.

Step 4. Open the text file created by the Activity Log and verify call traffic has been archived to the document file.

Pass____ Fail____

3.2 MKM 7000 CONSOLE ALIAS MANAGER (CAM)

3.2.1 Alias Display When Using the MKM 7000

1. DESCRIPTION

This test will demonstrate that a Provisioning Manager (PM) defined alias still works on incoming calls when MKM 7000 solution is installed, although the locally defined ones take precedence, i.e. centrally defined ones will only be used if there is no locally defined alias for the radio that is making an incoming call.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1

CONSOLE-1 - TALKGROUP 1

A standalone or cohab'ed MKM 7000 server is connected and communicating normally with an MCC 7100/7500 Console.

CONSOLE-1 user is configured to use local alias service.

VERSION #1.030

2. TEST

Step 1. Log into MKM 7000 GUI and configure an alias for RADIO-1.

Step 2. Verify that RADIO-2 does not have any alias defined in MKM 7000.

Step 3. Verify both RADIO-1 and RADIO-2 have their own PM defined aliases. Also verify the PM defined alias for RADIO-1 is different from the one defined by MKM 7000.

Step 4. Key up RADIO-1 and verify that its locally defined alias shows up on CONSOLE-1, not the PM defined alias.

Step 5. Key up RADIO-2 and verify that its PM defined alias shows up.

Pass____ Fail____

MKM 7000 Console Alias Manager (CAM)

3.2.2 Create a new Subscriber Unit ID to Subscriber Unit Alias Mapping - Trunking

1. DESCRIPTION

This test will demonstrate the capability to create a Subscriber Unit (SU) alias for an SU ID via the MKM 7000 GUI and have it show up on MCC 7100/7500 Console automatically.
The test will work on either a trunked or conventional system. This test will also demonstrate the capability to monitor connection status between MKM 7000 and MCC 7100/7500 Console.

SETUP

A standalone (not cohab) MKM 7000 server is connected and communicating normally with CONSOLE-1.
RADIO-1 - TALKGROUP 1

CONSOLE-1 - TALKGROUP 1
CONSOLE-1 user is configured to use the local alias service.

VERSION #1.040

2. TEST

Step 1. CONSOLE-1 user logs into the MCC 7100/7500 console and verifies that the consoles synchronization status with Localized Aliasing is OK, as indicated by a green check mark on the “status screen”.

Step 2. Local Alias Admin logs into MKM 7000 GUI, verify under Connected Consoles tab that the MCC 7100/7500 console is connected to MKM7000.

Step 3. Create a new SU ID that matches RADIO-1 to be used for this test.

Step 4. Create a new SU Alias for the SU ID (new mapping between SU ID and SU Alias).

Step 5. Submit the change.

Step 6. Wait (up to) 30 seconds, initiate a call using RADIO-1 ON TALKGROUP 1, verify the defined SU Alias shows up on CONSOLE-1's TALKGROUP 1 resource.

Pass____ Fail____

MKM 7000 Console Alias Manager (CAM)

3.2.3 Fault Management of MKM 7000 and MCC 7100/7500 Link

1. DESCRIPTION

This test will demonstrate that the link status between MKM 7000 and MCC 7100/7500 is monitored and fault managed by the Unified Event Manager (UEM).
This test will also demonstrate that the MKM 7000 and MCC 7100/7500 both monitor the link status between them.

SETUP

A standalone (not cohabed) MKM 7000 server is connected and communicating normally with an MCC 7100/7500 Console.
The console user is configured to use local alias service.

VERSION #1.050

2. TEST

Step 1. The console user logs into CONSOLE-1 and verifies that MCC 7100/7500's synchronization status with MKM 7000 server is OK, as indicated by a green check mark on the "system status" screen.

Step 2. Log into the MKM 7000 GUI and verify the connection to MCC 7100/7500 is up and running under Connected Consoles tab.

Step 3. Unplug the connection cable between MKM 7000 and MCC 7100/7500 and verify that the UEM shows link failure between MKM 7000 and MCC 7100/7500. Also verify the change of link status shows up on MKM 7000 GUI's Connected Consoles tab and MCC 7100/7500's "system status" screen.

Step 4. Restore the connection cable between MKM 7000 and MCC 7100/7500 and verify that the UEM shows link failure between MKM 7000 and MCC 7100/7500 has recovered. Also verify the change of link status shows up on MKM 7000 GUI's Connected Consoles tab and MCC 7100/7500's "system status" screen.

Step 5. Log the console user out of CONSOLE-1 and verify that UEM shows link status is now "unconfigured user logout".

Pass____ Fail____

MKM 7000 Console Alias Manager (CAM)

3.2.4 Create Subscriber Unit ID to Subscriber Unit Alias Mapping

1. DESCRIPTION

This test will demonstrate the capability to create a Subscriber Unit (SU) alias for an SU ID via MKM 7000 GUI and have it show up on MCC 7100/7500 Console automatically.
The test will work on either a trunked or conventional system. For this test, we'll assume this will be done on a trunked system.
This test will also demonstrate the capability to monitor connection status between MKM 7000 and MCC 7100/7500 Console.

SETUP

RADIO-1 - TALKGROUP 1

CONSOLE-1 - TALKGROUP 1

A standalone (not cohab) MKM 7000 server is connected and communicating normally with an MCC 7100/7500 Console.
Console user is configured to use local alias service.

VERSION #1.020

2. TEST

Step 1. The console user logs into CONSOLE-1 and verifies that the synchronization status with Localized Aliasing is OK, as indicated by a green check mark on the "status screen".

Step 2. The Local Alias Admin logs into the MKM 7000 GUI, verify under Connected Consoles tab that CONSOLE-1 is connected to the MKM7000.

Step 3. Create a new SU ID that matches RADIO-1.

Step 4. Create a new SU Alias for the SU ID (new mapping between SU ID and SU Alias)

Step 5. Submit the change.

Step 6. Wait (up to) 30 seconds, then key up RADIO-1. Verify the defined SU Alias shows up on the TALKGROUP 1 resource of CONSOLE-1.

Pass____ Fail____

3.3 SIGNOFF CERTIFICATE

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

Signatures

WITNESS: _____ Date: _____

Please Print Name: _____ _____

Initials:

Please Print Title: _____

WITNESS: _____ Date: _____

Please Print Name: _____ _____

Initials:

Please Print Title: _____

WITNESS: _____ Date: _____

Please Print Name: _____ _____

Initials:

Please Print Title: _____

SECTION 4

SUPPORT AND LIFECYCLE SERVICES

Motorola has provided six (6) years of SUA II for the proposed solution to match with Riverside County's current service contract dated 10/1/2018. It assumes an effective date of 7/1/2023 and runs through 12/31/2028. Additionally, MSI Technical Support and System Updated Services (SUS) have been proposed as well to match the support and security services subscribed to by Riverside County.

The SUA II Statements of Work and the SUS and Technical Support Statements of Work are included in the pages that follow.

Completion of the migration to the PSEC system will fulfill Motorola's SUA II commitment for the Beaumont PD site. No additional equipment or upgrade services will be provided under the existing ERICA SUA II program after the site has been migrated and accepted.

ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II) STATEMENT OF WORK

1.0 SUA II DESCRIPTION OF SERVICE AND OBLIGATIONS

1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system.

1.2 The Customer has, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the recurring ASTRO 25 SUA II, the ASTRO 25 system must be in the Standard Support Period.

1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.

1.4 The price quoted for the SUA II requires the Customer to choose a certified system upgrade path from the system release upgrade chart referenced in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs will be incurred to complete the implementation of the system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.

1.5 ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.

1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II:

1.6.1 Servers
1.6.2 Workstations
1.6.3 Firewalls
1.6.4 Routers
1.6.5 LAN switches
1.6.6 MCC 7XXX Dispatch Consoles
1.6.7 GTR8000 Base Stations
1.6.8 GCP8000 Site Controllers
1.6.9 GCM8000 Comparators
1.6.10 DSC8000 Site Controllers
1.6.11 Motorola Solutions Logging Interface Equipment
1.6.12 PBX switches for Telephone Interconnect
1.6.13 NICE and Verint Logging Solutions (if purchased)

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1.7 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing features and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included.

1.8 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade :

1.8.1 Servers
1.8.2 Workstations
1.8.3 CommandCentral AXS Hub
1.8.4 Routers
1.8.5 LAN Switches

1.9 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A “board-level replacement” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:

1.9.1 GTR 8000 Base Stations
1.9.2 GCP 8000 Site Controllers
1.9.3 GCM 8000 Comparators
1.9.4 MCC 7XXX Dispatch Consoles

1.10 ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.

1.11 The ASTRO 25 SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.

1.12 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrently with the certified system upgrade are not included.

1.13 ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

1.14 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.

1.15 Motorola will issue Software Maintenance Agreement (“SMA”) bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

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2.0 SUA II UPGRADE ELEMENTS AND CORRESPONDING PARTY RESPONSIBILITIES

2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

2.1.1 Motorola responsibilities

2.1.1.1 Obtain and review infrastructure system audit data as needed.

2.1.1.2 Identify the backlog accumulation of security patches and antivirus updates needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches and antivirus updates.

2.1.1.3 If applicable, identify additional system hardware needed to implement a system release upgrade and if the customer has added hardware that is not covered under this agreement.

2.1.1.4 Define the installation plan.

2.1.1.5 Advise Customer of probable impact to system users during the actual field upgrade implementation.

2.1.1.6 If applicable, advise the Customer of the network connections specifications necessary to perform the system upgrade.

2.1.1.7 Assign program management support required to perform the certified system upgrade.

2.1.1.8 Assign field installation labor required to perform the certified system upgrade.

2.1.1.9 Assign upgrade operations engineering labor required to perform the certified system upgrade.

2.1.1.10 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

2.1.2 Customer responsibilities

2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.

2.1.2.2 Purchase the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation identified in Section 2.1.1.2, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.

2.1.2.3 If applicable, provide the necessary network connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. Network connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a network connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.

2.1.2.4 Assist in site walks of the system during the system audit when necessary.

2.1.2.5 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.

2.1.2.6 Purchase any additional software and hardware necessary to implement

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optional system release features or system expansions.

2.1.2.7 Provide or purchase labor to implement optional system release features or system expansions.

2.1.2.8 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

2.2.1 Motorola responsibilities

2.2.1.1 Perform appropriate system backups.

2.2.1.2 Work with the Customer to validate that all system maintenance is current.

2.2.1.3 Work with the Customer to validate that all available security patches and antivirus updates have been updated on the customer's system.

2.2.1.3.1 Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

2.2.2 Customer responsibilities

2.2.2.1 Validate system maintenance is current.

2.2.2.2 Validate that all available security patches and antivirus updates to their system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.

2.3 System Upgrade

2.3.1 Motorola responsibilities

2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

2.3.2 Customer responsibilities

2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.

2.3.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.4 Upgrade Completion

2.4.1 Motorola responsibilities

2.4.1.1 Validate all certified system upgrade deliverables are complete as contractually required.

2.4.2 Customer Responsibilities

2.4.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

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3.0 SUA II EXCLUSIONS AND LIMITATIONS

3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.

3.2 Customer acknowledges that if the system has a special product feature, that it may be overwritten by the software upgrade. Restoration of that feature is not included in the coverage of this SOW.

3.3 Platform migrations are the replacement of a product with the next generation of that product. Unless otherwise stated, platform migrations such as, but not limited to stations, comparators, site controllers, console, backhaul and network changes are not included.

3.4 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

3.5 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:

- MCC5500 Dispatch Consoles
- MIP5000 Dispatch Consoles
- Plant/E911 Systems
- MOTOBRIDGE Solutions
- ARC 4000 Systems
- Motorola Public Sector Applications Software (“PSA”)
- Custom SW, CAD, Records Management Software
- Data Radio Devices
- Mobile computing devices such as Laptops
- Non-Motorola two-way radio subscriber products
- Genesis Products
- Point-to-point products such as MPLS equipment, microwave terminals and associated multiplex equipment

3.6 ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

3.7 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.

3.8 ASTRO 25 SUA II does not cover or include deliverables included with the Security Update Service. This means that the SUA II does not include software support for virus attacks or other applications that are not part of the ASTRO 25 system or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications, unless specifically contracted.

3.9 ASTRO 25 SUA II does not cover the labor or materials associated with the backlog accumulation of security patches or antivirus updates. Additional fees may apply as outlined in Section 2.1.1.2.

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3.10 At the time of upgrade, Motorola will provide the latest applicable software, patches and antivirus updates when and if available, as a part of the system release upgrade. The security patches and antivirus updates delivered as part of this upgrade are intended to bring the system current in all respects but does not imply that the customer is eligible for ongoing security patching. The upgrade may include 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.

4.0 SUA II SPECIAL PROVISIONS

4.1 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.

4.2 ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.

4.3 If Customer chooses to not have Motorola apply the security patches and antivirus updates as described in 2.1.1.2 and this delays or postpones the system software update, Motorola reserves the right to charge the Customer a fee equivalent to the costs incurred by the Motorola Solutions Upgrade Operations Team for the unplanned and additional time on site. Any additional fees to be provided in a quote or other writing.

4.4 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.

4.5 The SUA II annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

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4.1 APPENDIX A – ASTRO 25 SYSTEM RELEASE UPGRADE PATHS

ASTRO System Release	Certified Update Paths
Pre-7.16	Upgrade to Current Shipping Release
7.16	7.18
7.17.X*	A2019.2; A2020.1
7.18	A2021.1
A2019.2	A2021.1
A2020.1	A2022.1

* Includes planned incremental releases

- The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.

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4.2 APPENDIX B – SYSTEM PRICING CONFIGURATION

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

Master Site Configuration	
# of Master Sites	0
# of DSR Sites	0
System Level Features	
ISSI 8000 / CSSI 8000 – Total # of Servers (2 if redundant and/or DSR)	0
MOSCAD NFM RTU (typically 1 per site location)	0
MOSCAD NFM / SDM Clients	0
Network Management Clients	0
Unified Network Services (UNS) ex: POP25, Presence Notifier, Text Messaging, Outdoor Location, KMF/OTAR	0
Telephone Interconnect	0
InfoVista – Transport Network Performance Service (One per system)	0
Security Configuration	
Firewalls	0
Intrusion Detection Sensor (IDS)	0
Centralized Event Logging (SysLog)	0
Zone Core Protection (ZCP)	0
Radio Authentication	0
RF Site Configuration	
# of RF Sites	0
Simulcast Prime Sites (including co-located/redundant)	0
RF Sites (includes Simulcast sub-sites, ASR sites, HPD sites)	0
GTR 8000 Base Stations	0
HPD Base Stations	0
QUANTAR Base Stations	0
STR 3000 Base Stations	0
SmartX Site Converters	0
Dispatch Site Configuration	
# of Dispatch Sites	1
Gold Elite Consoles	0
MCC7500 Dispatch Consoles (including CAM and Playback Station)	5
MCC7100 Dispatch Consoles	0
MIP 5000 Dispatch Consoles	0
AIS	0
Third Party Elements (Need 3rd Party Quote for SUA Coverage)	
NICE IP Radio Logger (include redundancy)*	0
NICE Telephony Logger*	0
NICE Inform Playback*	0
Verint Logging recorders (IP, Telephony, or Analog)	0
MACH Alert FSA	0
Genesis Applications	0

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MSI SUPPORT SERVICES STATEMENT OF WORK

1.1 SUPPORT SERVICES OVERVIEW

Motorola Solutions' Support Services provide an integrated and comprehensive sustainment program for fixed end network infrastructure equipment located at the network core, RF sites, and dispatch sites.

Motorola Solutions' proposed Services consist of the following elements:

- Remote Technical Support.
- Security Update Service.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the customer ("Customer").

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' Software Support Policy ("SwSP").

Remote Technical Support

Motorola Solutions will provide telephone consultation with specialists skilled at diagnosing and swiftly resolving infrastructure operational technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities.

Security Update Service

Motorola Solutions will pre-test third-party security updates to verify they are compatible with the ASTRO 25 network. Once tested, Motorola Solutions posts the updates to a secured extranet website, along with any recommended configuration changes, warnings, or workarounds.

4.2.1 Remote Technical Support

Motorola Solutions' Remote Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola Solutions applies leading industry standards in recording, monitoring, escalating, and reporting for technical support calls from its contracted customers to provide the support needed to maintain mission-critical systems.

4.2.1.1 Description of Service

The CMSO organization's primary goal is Customer Issue Resolution ("CIR"), providing incident restoration and service request fulfillment for Motorola Solutions' currently

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supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is an integral part of the support and technical issue resolution process. The CMSO supports the Customer remotely using a variety of tools, including fault diagnostics tools, simulation networks, and fault database search engines.

Calls requiring incidents or service requests will be logged in Motorola Solutions' Customer Relationship Management ("CRM") system, and Motorola Solutions will track the progress of each incident from initial capture to resolution. This helps ensure that technical issues are prioritized, updated, tracked, and escalated as necessary, until resolution. Motorola Solutions will advise and inform Customer of incident resolution progress and tasks that require further investigation and assistance from the Customer's technical resources.

The CMSO Operations Center classifies and responds to each technical support request in accordance with Section 4.1:Priority Level Definitions and Response Times.

This service requires the Customer to provide a suitably trained technical resource that delivers maintenance and support to the Customer's system, and who is familiar with the operation of that system. Motorola Solutions provides technical consultants to support the local resource in the timely closure of infrastructure, performance, and operational issues.

4.2.1.2 Scope

The CMSO Service Desk is available via telephone 24 hours per day, 7 days per week, and 365 days per year to receive and log requests for technical support. Remote Technical Support service is provided in accordance with Section 4.1: Priority Level Definitions and Response Times Inclusions.

Remote Technical Support service will be delivered for Motorola Solutions-provided infrastructure, including integrated third-party products.

4.2.1.3 Motorola Solutions Responsibilities

- Maintain availability of the Motorola Solutions CMSO Service Desk via telephone (800-MSI-HELP) 24 hours per day, 7 days per week, and 365 days per year to receive, log, and classify Customer requests for support.
- Respond to incidents and technical service requests in accordance with Section 4.1: Priority Level Definitions and Response Times Inclusions.
- Provide caller a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with the Customer in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola Solutions technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify the Customer of an alternative course of action.

4.2.1.4 Limitations and Exclusions

The following activities are outside the scope of the Remote Technical Support service:

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- Customer training.
- Remote Technical Support for network transport equipment or third-party products not sold by Motorola Solutions.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

4.2.1.5 Customer Responsibilities

- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete Customer Support Plan ("CSP").
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager ("CSM").
- Contact the CMSO Service Desk to engage the Remote Technical Support service when needed, providing the necessary information for proper entitlement services. This information includes, but is not limited to, the name of contact, name of Customer, system ID number, site(s) in question, and a brief description of the problem that contains pertinent information for initial issue classification.
- Maintain suitably trained technical resources familiar with the operation of the Customer's system to provide field maintenance and technical maintenance services for the system.
- Supply suitably skilled and trained on-site presence when requested.
- Validate issue resolution in a timely manner prior to close of the incident.
- Acknowledge that incidents will be addressed in accordance with Section 4.1: Priority Level Definitions and Response Times.
- Cooperate with Motorola Solutions, and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide Remote Technical Support.
- In the event that Motorola Solutions agrees in writing to provide supplemental Remote Technical Support to third-party elements provided by the Customer, the Customer agrees to obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.

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4.2.2 Security Update Service

Motorola Solutions' ASTRO 25 Security Update Service ("SUS") provides pretested security updates, minimizing cyber risk and software conflicts. These security updates contain operating system security patches and antivirus definitions that have been validated for compatibility with ASTRO 25 systems. Security update delivery is determined by the options included as part of this service.

4.2.2.1 Description of Service

Motorola Solutions uses a dedicated information assurance lab to test and validate security updates. Motorola Solutions deploys and tests security updates in the lab to check for and prevent potential service degradation.

Motorola Solutions releases tested, compatible security updates for download and installation. Once security updates are verified by the SUS team, Motorola Solutions uploads them to a secure website and sends a release notification email to the Customer contact to inform them that the security update release is available. If there are any recommended configuration changes, warnings, or workarounds, the SUS team will provide documentation with the security updates on the secure website.

With the base service, the Customer will be responsible for downloading security updates, installing them on applicable components, and rebooting updated components. Additional options are available for Motorola Solutions to deploy security updates, reboot servers and workstations, or both.

4.2.2.1.1 On-site Delivery

If On-site Delivery is included with SUS, Motorola Solutions provides trained technician(s) to install security updates at the Customer's location. The technician downloads and installs available security updates and coordinates any subsequent server and workstation reboots.

4.2.2.1.2 Reboot Support

If Reboot Support is included with SUS, Motorola Solutions provides technician support to reboot impacted Microsoft Windows servers and workstations after operating system security patches have been installed.

4.2.2.2 Scope

SUS includes pretested security updates for the software listed in Table 4-1. This table also describes the release cadence for security updates.

Table 4-1: Update Cadence

Software	Update Release Cadence
Antivirus Definition Files	Weekly
Microsoft Windows	Monthly
Microsoft Windows SQL Server	Quarterly
Microsoft Windows third party (Adobe Reader)	Monthly

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Software	Update Release Cadence
Red Hat Linux (RHEL)	Quarterly
VMWare ESXi Hypervisor	Quarterly
PostgreSQL (From ASTRO 25 7.14 and newer major releases)	Quarterly
McAfee Patch(es)	Quarterly
Dot Hill DAS Firmware	Quarterly
HP SPP Firmware	Quarterly
QNAP Firmware	Quarterly

4.2.2.3 Inclusions

Supported ASTRO 25 core types and security update delivery methods are included in Table 4-2 SUS Packages. This table indicates if Motorola Solutions will provide any SUS optional services to the Customer. SUS supports the current Motorola Solutions ASTRO 25 system release and aligns with the established Software Support Policy (SwSP).

Motorola Solutions reserves the right to determine which releases are supported as business conditions dictate. Additional charges may apply in the event of supporting older releases. Contact Motorola Solutions' assigned Customer Support Manager ("CSM") for the latest supported releases.

Table 4-2: SUS Packages

Service	ASTRO 25 Core Type	Included
Security Update Service Customer Self-installed	L Core M Core Simplified Core	X
Security Update Service with Reboot Support	L Core M Core Simplified Core	
Security Update Service with On-site Delivery	L Core M Core Simplified Core	

Responsibilities for downloading and installing security updates and rebooting applicable hardware are detailed in Section 4.2.2.7: Installation and Reboot Responsibilities

4.2.2.4 Motorola Solutions Responsibilities

- On the release schedule in Section 4.2.2.;Table 4-1, review relevant and appropriate security updates released by Original Equipment Manufacturer ("OEM") vendors.
- Release tested and verified security updates to Motorola Solutions' secure website.
- Publish documentation for installation, recommended configuration changes, any identified issue(s), and remediation instructions for each security update release.
- Include printable labels the Customer may use if downloading security updates to a disk.

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- Send notifications by email when security updates are available to download from the secure website.

4.2.2.5 Limitations and Exclusions

- Systems with non-standard configurations that have not been certified by Motorola Solutions' Systems Integration and Test ("SIT") team are specifically excluded from this service, unless otherwise agreed in writing by Motorola Solutions.
- Interim or unplanned releases outside the supported release cadence.
- Service does not include pretested intrusion detection system ("IDS") signature updates for IDS solutions. However, select vendor IDS signature updates are made available via the secure website. The available vendors may change pursuant to Motorola Solutions' business decisions. The Customer is responsible for complying with all IDS licensing requirements and fees, if any.
- This service does not include releases for Motorola Solutions products that are not ASTRO 25 L, M, and Simplified Core radio network infrastructure equipment. The following are examples of excluded products: WAVE PTX™, Critical Connect, and VESTA® solutions.
- K Core ASTRO 25 systems are excluded.
- Motorola Solutions product updates are not included in these services.
- Shared network infrastructure firmware, such as transport and firewall firmware, are not included in these services.

4.2.2.6 Customer Responsibilities

- Provide Motorola Solutions with predefined information necessary to complete a Customer Support Plan ("CSP") prior to the Agreement start date.
- Provide timely updates on changes of information supplied in the CSP to Motorola Solutions' assigned CSM.
- Update Motorola Solutions with any changes in contact information, specifically for authorized users of Motorola Solutions' secure website.
- Provide means for accessing Motorola Solutions' secure website to collect the pretested files.
- Implement recommended remediation(s) on the Customer's system, as determined necessary by the Customer.
- Adhere closely to the Motorola Solutions Centralized Managed Support Operations ("CMSO") troubleshooting guidelines provided upon system acquisition. Failure to follow CMSO guidelines may cause the Customer and Motorola Solutions unnecessary or overly burdensome remediation efforts. In such cases, Motorola Solutions reserves the right to charge an additional fee for the remediation effort.
- Upgrade system to a supported system release when needed to continue service. Contact Motorola Solutions' assigned CSM for the latest supported releases.
- Comply with the terms of applicable license agreements between the Customer and non-Motorola Solutions software copyright owners.

4.2.2.7 Installation and Reboot Responsibilities

Installation and Reboot responsibilities are determined by the specific SUS package being purchased. Table 4-3 contains the breakdown of responsibilities.

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Microsoft Windows servers and workstations often need to be rebooted before security updates take full effect and mitigate vulnerabilities.

Table 4-3: Installation and Reboot Responsibilities Matrix

SUS Package	Motorola Solutions Responsibilities	Customer Responsibilities
Security Update Service Customer Self-installed		- Deploy pretested files to the Customer's system as instructed in the "Read Me" text provided on Motorola Solutions' secure website. - When a security update requires a reboot, reboot servers and workstations after security updates are installed.
Security Update Service with On-site Delivery	- Dispatch a technician to deploy pretested files to the Customer's system. - When a security update requires a reboot, reboot servers and workstations after security updates are installed.	- Acknowledge Motorola Solutions will reboot servers and workstations, and agree to timing.
Security Update Service with Reboot Support	- When a security update requires a reboot, dispatch a technician to reboot servers and workstations after security updates are installed	- Deploy pretested files to the Customer's system as instructed in the "Read Me" text provided on Motorola Solutions' secure website.

4.2.2.8 Disclaimer

This service tests OEM security updates. Delivering security updates for specific software depends on OEM support for that software. If an OEM removes support (end-of-life) from deployed software, Motorola Solutions will work with the OEM to reduce the impact, but may remove support for the affected software from this service without notice.

OEMs determine security update schedules, supportability, or release availability without consultation from Motorola Solutions. Motorola Solutions will obtain and test security updates when they are made available, and incorporate those security updates into the next appropriate release.

Motorola Solutions disclaims any warranty with respect to pretested database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other third-party files, express or implied. Further, Motorola Solutions disclaims any warranty concerning non-Motorola Solutions software and does not guarantee Customers' systems will be error-free or immune to security breaches as a result of these services.

The information furnished with this Statement of Work (SOW) is proprietary information of Motorola Solutions, Inc. (Motorola Solutions). Such information is submitted with the restriction that it is to be used only for evaluation or performance of the SOW, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate or perform the SOW, without the express written permission of Motorola Solutions.

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4.3 PRIORITY LEVEL DEFINITIONS AND RESPONSE TIMES

Table 4-4 describes the criteria Motorola Solutions uses to prioritize incidents and service requests, and lists the response times for those priority levels.

Table 4-4: Priority Level Definitions and Response Times

Incident Priority	Incident Definition	Initial Response Time	On-site Response Time
Critical P1	**Core:** Core server or core link failure. No redundant server or link available. **Sites/Subsites:** Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. **Consoles:** More than 40% of a site's console positions down. **Conventional Channels:** Conventional Channel Gateways (CCGW) down without redundant gateways available. **Security Features:** Security is non-functional or degraded.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 1 hour of CMSO logging incident.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
High P2	**Core:** Core server or link failures. Redundant server or link available. **Consoles:** Between 20% and 40% of a site's console positions down. **Sites/Subsites:** One RF site or up to 10% of RF sites down, whichever is greater. **Conventional Channels:** Up to 50% of CCGWs down. Redundant gateways available. **Network Elements:** Site router, site switch, or GPS server down. No redundant networking element available.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 4 hours of CMSO logging incident.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
Medium P3	**Consoles:** Up to 20% of a site's console positions down. **Conventional Channels:** Single channel down. Redundant gateway available. **Network Elements:** Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Technical resource will acknowledge incident and respond within 1 Business Day of CMSO logging incident.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 8 hours of receiving dispatch notification.
Low P4	**Service Requests:** Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Response provided during normal business hours. Motorola Solutions will acknowledge and respond within 1 Business Day.	Not applicable.

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SECTION 5

EQUIPMENT LIST

This section lists the equipment necessary for Beaumont PD's migration to the PSEC Radio System which is being supplied by Motorola as part of ERICA's existing SUA II program.

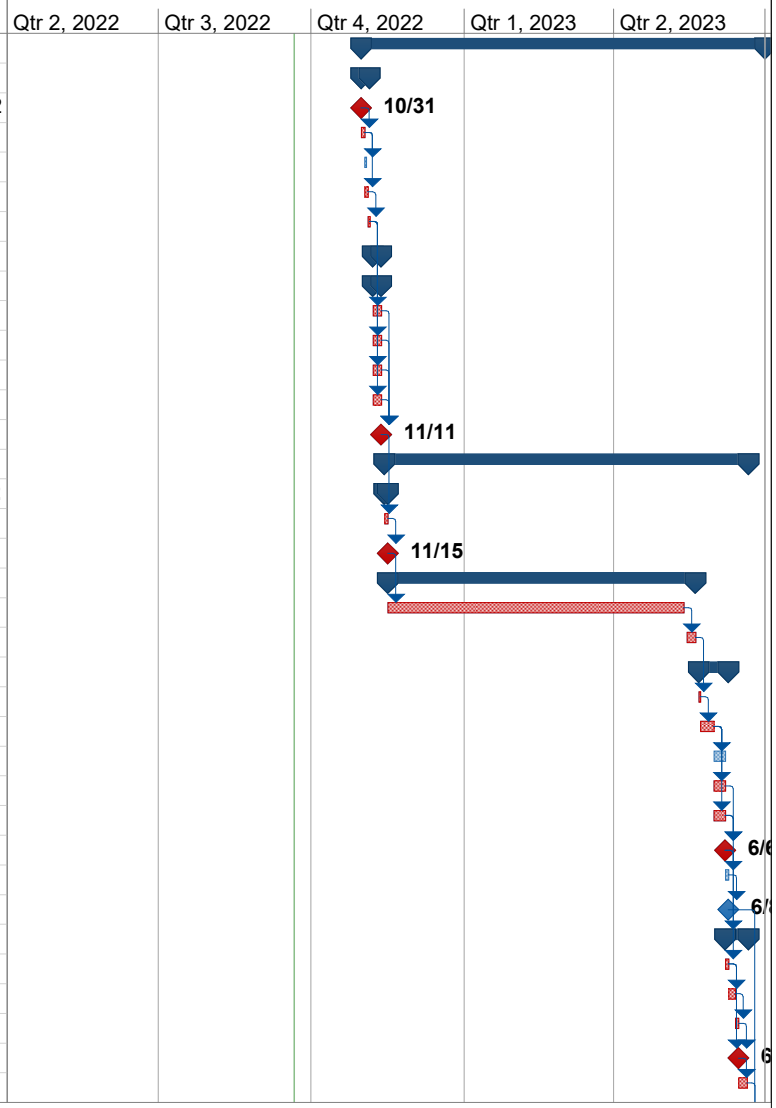
QTY	NOMENCLATURE	DESCRIPTION
2	T8492	SITE ROUTER & FIREWALL- AC
2	CA03445AA	ADD: MISSION CRITICAL HARDENING
2	CA03446AA	ADD: ENCRYPTION
2	CA03448AA	ADD: STATEFUL FIREWALL
2	CLN1868	2930F 24-PORT SWITCH
3	TT3903A	Z2 G5 MINI WORKSTATION NON RETURNABLE
1	TT3903A	Z2 G5 MINI WORKSTATION NON RETURNABLE
1	TT3903A	Z2 G5 MINI WORKSTATION NON RETURNABLE

SECTION 6

PROJECT SCHEDULE

Motorola estimates the project implementation to be approximately six (6) months from Contract Execution to Final Acceptance, based on accounting for longer than usual equipment shipment lead times. As part of the Design Review and Implementation Planning, the implementation project schedule will be fine-tuned by Motorola's Project Manager with Beaumont PD's project team. A preliminary project schedule is included the following pages.

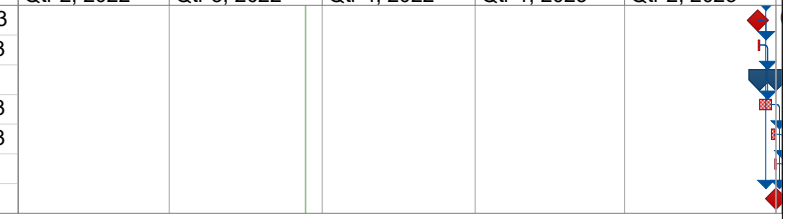
ID		Task Name	Duration	Start	Finish
1		**Beaumont PSEC Migration Project**	**171 d**	**Mon 10/31/22**	**Fri 6/30/23**
2		**Project Initiation**	**5 d**	**Mon 10/31/22**	**Fri 11/4/22**
3		Contract Award	0 d	Mon 10/31/22	Mon 10/31/22
4		Contract Administration	2 d	Mon 10/31/22	Tue 11/1/22
5		Post Sale Transition Meeting Completed	1 d	Wed 11/2/22	Wed 11/2/22
6		Internal Project Plan/Design Review	2 d	Wed 11/2/22	Thu 11/3/22
7		Customer Kick Off	1 d	Fri 11/4/22	Fri 11/4/22
8		**Project Planning**	**5 d**	**Mon 11/7/22**	**Fri 11/11/22**
9		**Design Review (DR)**	**5 d**	**Mon 11/7/22**	**Fri 11/11/22**
10		Customer Contract/Design Review	5 d	Mon 11/7/22	Fri 11/11/22
11		System Description / SOW	5 d	Mon 11/7/22	Fri 11/11/22
12		Test Acceptance Plans	5 d	Mon 11/7/22	Fri 11/11/22
13		Implementation Plan	5 d	Mon 11/7/22	Fri 11/11/22
14		Implementation Approval	0 d	Fri 11/11/22	Fri 11/11/22
15		**Project Execution**	**153 d**	**Mon 11/14/22**	**Tue 6/20/23**
16		**Order Processing**	**2 d**	**Mon 11/14/22**	**Tue 11/15/22**
17		Process SUA II Covered Equipment List and Make Order	2 d	Mon 11/14/22	Tue 11/15/22
18		Order Bridged	0 d	Tue 11/15/22	Tue 11/15/22
19		**Manufacturing and Staging**	**130 d**	**Wed 11/16/22**	**Fri 5/19/23**
20		OEM Equipment Manufacturing & Shipping	25 wks	Wed 11/16/22	Fri 5/12/23
21		Ship Equipment to Field	5 d	Mon 5/15/23	Fri 5/19/23
22		**Field Staging**	**13 d**	**Mon 5/22/23**	**Thu 6/8/23**
23		Receive and Inventory Equipment	1 d	Mon 5/22/23	Mon 5/22/23
24		Field Stage Console System	5 d	Tue 5/23/23	Tue 5/30/23
25		Perform Staging Verification	5 d	Wed 5/31/23	Tue 6/6/23
26		Master Site Console Configuration/Programming	5 d	Wed 5/31/23	Tue 6/6/23
27		Dispatch Site Console Configuration/Programming	5 d	Wed 5/31/23	Tue 6/6/23
28		Equipment Staging and Configuration Complete	0 d	Tue 6/6/23	Tue 6/6/23
29		Perform Functional ATP (FATP)	2 d	Wed 6/7/23	Thu 6/8/23
30		FATP Acceptance	0 d	Thu 6/8/23	Thu 6/8/23
31		**Site Installation and Cutover**	**10 d**	**Wed 6/7/23**	**Tue 6/20/23**
32		Link Verification	2 d	Wed 6/7/23	Thu 6/8/23
33		Install FNE	2 d	Fri 6/9/23	Mon 6/12/23
34		Optimize System FNE	2 d	Tue 6/13/23	Wed 6/14/23
35		Optimization Complete	0 d	Wed 6/14/23	Wed 6/14/23
36		Migrate Consoles	3 d	Thu 6/15/23	Mon 6/19/23



Project: Beaumont PSEC Migrat
Date: Wed 9/21/22

Task		Crtical Milestone		Inactive Task		Manual Summary	
Critical Task		Imminent Critical MS		Inactive Milestone		External Tasks	
Imminent Critical		Near Critical MS		Inactive Summary		External Milestone	
Near Critical		BL Milestone		Manual Task		Deadline	
BL Task		Summary		Duration-only		Progress	
Milestone		Project Summary		Manual Summary Rollup		Manual Progress	

ID		Task Name	Duration	Start	Finish
37		Final Acceptance	0 d	Mon 6/19/23	Mon 6/19/23
38		Remove legacy equipment	1 d	Tue 6/20/23	Tue 6/20/23
39		**Project Close**	**8 d**	**Wed 6/21/23**	**Fri 6/30/23**
40		Finalize System Documentation	5 d	Wed 6/21/23	Tue 6/27/23
41		Punchlist Resolution	2 d	Wed 6/28/23	Thu 6/29/23
42		Complete Service Transition Meeting	1 d	Fri 6/30/23	Fri 6/30/23
43		Project Complete	0 d	Fri 6/30/23	Fri 6/30/23



Project: Beaumont PSEC Migrat
Date: Wed 9/21/22

Task	Crtical Milestone	Inactive Task	Manual Summary
Critical Task	Imminent Critical MS	Inactive Milestone	External Tasks
Imminent Critical	Near Critical MS	Inactive Summary	External Milestone
Near Critical	BL Milestone	Manual Task	Deadline
BL Task	Summary	Duration-only	Progress
Milestone	Project Summary	Manual Summary Rollup	Manual Progress

SECTION 7

PRICING

7.1 SYSTEM INTEGRATION PRICING

Motorola is pleased to provide the following system integration, support, and SUA II lifecycle services to Beaumont PD:

Description	Price (USD)
System Integration Services	$149,447
Grand Total	**$149,447**

Motorola's SUA II and Support services will be invoiced on an annual basis and follow the below payment schedule (taxes not included):

	Year 1*	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Technical Support and SUS	$3,107	$7,829	$8,220	$8,631	$9,063	$9,516	$46,366
SUA II	$7,849	$18,894	$18,952	$19,014	$19,078	$19,146	$102,934

*Note: Year 1 begins July 1, 2023.

7.2 MATERIALS AND LABOR PRICE INCREASE

In the event that there are significant increases in the prices that Motorola pays for materials and supplies for the work to be performed between the date the Agreement is signed and the date that materials are purchased for the work to be performed, Motorola shall be entitled to additional compensation from Customer as described herein. A significant increase in price is defined herein as an increase as to any specific items of materials of three percent (3%) or more from original proposal. In such a case, Customer shall pay to Motorola, on request, all sums by which the cost to Motorola for any such items of materials has increased beyond 3%. This would apply, but not be limited to price increases in any components included in the Bill of Materials or Scope of Work as well as manufactured products and equipment or third party manufactured products and equipment. Motorola shall not be responsible for increased prices of materials when caused by delays, shortages or unavailability of materials due to conditions not caused by Contractor. Any pricing change would be documented in a change order executed with the Customer.

SECTION 8

CONTRACTUAL DOCUMENTATION

SUA related tasks and activities, identified in Section 2 of this proposal, shall be subject to the terms and conditions of the Eastern Riverside County Interoperable Communications Authority (ERICA) ASTRO P25 SYSTEM Upgrade Agreement dated on June 7, 2013 between Motorola Solutions, Inc and the Eastern Riverside County Interoperable Communications Authority. For all other additional tasks and activities not identified in Section 2 of this proposal, the terms and conditions of the attached Communication System and Services Agreement, including its exhibits and Addendum, will apply.

COMMUNICATIONS SYSTEM AND SERVICES AGREEMENT

Motorola Solutions, Inc. ("Motorola") and _____ ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"
Exhibit B "Payment"
Exhibit C Technical and Implementation Documents
- C-1 "System Description" dated _____
- C-2 "Pricing Summary & Equipment List" dated _____
- C-3 "Implementation Statement of Work" dated _____
- C-4 "Acceptance Test Plan" or "ATP" dated _____
- C-5 "Performance Schedule" dated _____

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"**Derivative Proprietary Materials**" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"**Feedback"** means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"**System Data**" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the

invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at https://businessonline.motorolasolutions.com and the MOL telephone number is (800) 814-0601.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be

sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the

Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is $_____. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer

will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:
Name:_____
Address:_____
Phone:_____

E-INVOICE. To receive invoices via email:
Customer Account Number:_____
Customer Accounts Payable Email:_____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____
Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name:_____
Address:_____
Phone:_____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is

predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty

claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for

the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death,

or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii)

is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by

Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a “Separated Business”), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a “Separation Event”), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as

Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	**Customer**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the

Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original

Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R.

Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. **50% of the Contract Price due upon contract execution (due upon effective date);**

2. **50% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.
The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	$ 290.00	$ 300.00	$ 280.00	$ 200.00
3	$ 240.00	$ 250.00	$ 240.00	$ 180.00
2	$ 220.00	$ 220.00	$ 220.00	$ 170.00
1	$ 190.00	$ 210.00	$ 210.00	$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf. All Motorola System Integration personnel assigned to this project will be classified according these

levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The System is accepted.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

FINAL PROJECT ACCEPTANCE:
Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and Lifecycle Management services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

"MUA" means Microwave Upgrade Agreement (MUA).

"NUA" means Network Upgrade Agreement (NUA).

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program for Motorola's P25 radio system.

2. SCOPE

Motorola will provide Maintenance and Support Services and/or Lifecycle Management as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.1 MAINTENANCE AND SUPPORT SERVICES

3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 START DATE. The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".

3.1.3 AUTO RENEWAL. Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of

this Addendum, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

3.1.5 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

3.1.6 ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

3.1.10 INTRINSICALLY SAFE. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 EXCLUDED SERVICES.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.2 LIFECYCLE MANAGEMENT SERVICES

3.2.1 The Software License Agreement included as Exhibit A to the Primary Agreement applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.2 The term of this Addendum is _____ years, commencing on _____, 2022. The Lifecycle Management Price for the ___ years of services is $_____, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Lifecycle Management Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the Lifecycle Management Statement of Work.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the Lifecycle Management Statement of Work, the following apply:

a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.

b) Lifecycle Management services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

c) Unless specifically included in this Addendum or the Lifecycle Management Statement of Work, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

3.2.7 The Lifecycle Management annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this service and contractual commitment before the end of the __ year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the __ year commitment.

4. PAYMENT

4.1 Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall

have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

5. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END

BEAUMONT
CALIFORNIA

Staff Report

TO: City Council

FROM: Jeff Hart, Director of Public Works

DATE October 4, 2022

SUBJECT: **First Amendment to the Professional Services Agreement with Mark Thomas for Engineering Services and Grant Assistance**

Background and Analysis:

On September 7, 2021, City Council approved an agreement for professional services (PSA) with Mark Thomas for engineering services related to the Potrero Interchange. The initial agreement was to perform an analysis that would assess the elimination of the direct east bound and west bound on ramps in order to yield significant cost savings, while still remaining a fully functional interchange with minor modifications. This process is pending Caltrans final approval. Once approval is obtained, staff intends to bring forth a future amendment to City Council to authorize the current engineer of record (Mark Thomas) to revise the final plans and specifications to remove the direct on-ramps entirely.

On September 14, 2022, the Southern California Association of Governments sent a “Call For Projects” to be potentially funded by the Road Repair and Accountability Act of 2017 (SB 1) via the Trade Corridor Enhancement Program (TCEP). Due to the complexity, timeliness, and resources needed to prepare a quality grant application, staff is recommending that City Council authorize a contract amendment to the existing PSA with Mark Thomas to assist the City in preparing the application which is due November 18, 2022. Mark Thomas has the familiarity, experience, and resources available to complete an application within the short time frame.

The current funded amount for the Phase 2 Interchange (2016-003) is $6,500,000 which is well short of the anticipated funding needed to deliver the project. It is projected that $353 million will be available for regional corridor targets in the Los Angeles/Inland Empire region. Should the City be successful in being awarded the grant, staff would be able to target beginning construction in 2023.

The Pass Zone 5-year Transportation Improvement Program (TIP), which was approved on July 29, 2021, allocated $6,500,000 to the Potrero Phase 2 project, of which $250,000 was attributed to plans, specifications, and engineering which will be utilized to cover the cost for the expenses associated with this contract amendment. Staff is requesting City Council authorize this contract amendment in an amount not to exceed $45,000.

Fiscal Impact:

The cost of preparing the staff report is estimated to be $350. The funding for this contract amendment would be paid from available reimbursement funds from the Western Riverside Council of Governments (WRCOG), which was approved along with the original PSA on July 20, 2021.

Recommended Action:

Approve the First Amendment to the Professional Services Agreement with Mark Thomas in an amount not to exceed $45,000 for additional Engineering Services and Grant Assistance.

Attachments:

A. First Amendment to the Professional Services Agreement with Mark Thomas

FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF BEAUMONT AND MARK THOMAS & COMPANY, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR PHASE II OF THE POTRERO INTERCHANGE (CIP 2016-003)

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 5th day of October, 2022, by and between the CITY OF BEAUMONT, a general law city, ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and Mark Thomas & Company, Inc., a California Corporation whose address is 10630 Town Center Drive, Suite 117, Rancho Cucamonga, CA 91730 ("CONTRACTOR") in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

1. RECITALS

This First Amendment is made with respect to the following facts and purpose that the parties agree are true and correct:

A. On September 8, 2021, the City and Mark Thomas & Company, Inc., entered into that certain agreement entitled "Agreement for Professional Services by Independent Contractor" for Engineering Services for Phasing of Construction of the SR-60/Potrero Blvd. Direct On-Ramps to a Future Year ("Agreement").

B. City has requested a further change in scope to the work under the Agreement regarding additional engineering services and grant application assistance and CONTRACTOR has requested that the scope of work should be increased as provided in the Proposal dated September 21, 2022, a copy of which is attached hereto as Exhibit "A", and incorporated herein by this reference.

2. AMENDMENT

Section 2 of the Agreement is hereby amended to add to the Services those services identified in the Proposal attached hereto as Exhibit "A".

Section 4.01 of the Agreement is hereby amended to increase the maximum compensation under the Agreement as follows: Under the original Agreement, compensation was set at an amount not to exceed Sixty Seven Thousand Three Hundred Forty Four dollars ($67,344.00).

Per this First Amendment, compensation of Sixty Seven Thousand Three Hundred Forty Four dollars ($67,344.00) is increased by the maximum amount of Forty Five Thousand Dollars ($45,000.00) as provided in the Proposal attached hereto as Exhibit "A" resulting in total compensation under the Agreement not to exceed One Hundred Twelve Thousand Three Hundred Forty Four Dollars ($112,344.00).

The recitals to this Amendment are deemed incorporated herein by this reference. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Third Amendment to Professional Services Agreement to be effective as of the day and year first above-written.

CITY:

CITY OF BEAUMONT

By: _____

Lloyd White, Mayor

ATTEST

_____

City Clerk

APPROVED AS TO FORM

_____

John Pinkney, City Attorney

CONTRACTOR:

MARK THOMAS & COMPANY, INC.

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

PROPOSAL DATED SEPTEMBER 21, 2022

MARK THOMAS

September 21, 2022

City of Beaumont
550 E. 6th Street
Beaumont, CA 92223
Attn: Jeff Hart, Public Works Director

RE: Trade Corridor Enhancement Program Grant Application Amendment Request

Dear Mr. Hart;

Thank you for the opportunity to work with the City of Beaumont (City) to prepare the 2022 Trade Corridor Enhancement Program (TCEP) grant application for the SR-60/Potrero Boulevard Interchange.

Mark Thomas has developed the scope and fee to prepare one TCEP grant application, California Benefit/Cost (Cal-B/C) model, TCEP performance measures, and associated maps and exhibits.

TASK 1 – TCEP GRANT APPLICATION

Task 1.1 – TCEP Grant Narrative Development

Mark Thomas will lead the development of the TCEP grant application narrative. The application will follow the requirements in the 2022 Trade Corridor Enhancement Program Guidelines Attachment 1. Project Nominations and Attachment 5 SB 1 Competitive Programs Transportation Equity Supplement. Mark Thomas will develop narratives for the sections of the TCEP application listed below.

A. Cover Letter: Letter from the nominating agency and signed by an authorized officer of the agency.

B. Fact Sheet: Up to two (2) pages fact sheet describing the project scope, cost, schedule, and benefits (outputs/outcomes), which also includes a brief narrative of how the project would impact Greenhouse Gas Emissions, how the project considers transportation equity, and how the project mitigated or avoided negative community impacts to result in better outcomes.

C. General Information: Overview of the project including project map, project scope, outputs and outcomes, consistency with the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), and status of agreement between nominating agency and implementing agency.

D. Screening Criteria: Project is consistent with Section 11. Eligible Projects of the program guidelines, which includes description of public benefits, compliance Streets and Highways Code section 2192 and Article XIX of the California Constitution, how the project complies with state and federal freight goals, and included in the RTP/SCS.

E. Project Delivery: Description of how the project will be implemented/constructed, if there will be multiple construction contracts, schedule risks, and environmental clearance status.

F. Evaluation Criteria: Using the Performance Measures, describe how the project improves freight factors, transportation system factors, community impact factors, and other criteria including leverage funding.

G. Other Project Information: Description of the project's accessibility to jobs and destinations, climate change and resiliency, and environmental protections.

H. Funding and Deliverability: The project's funding plan and commitments.

I. Other: Description of the project's public and private benefits, interagency coordination, confirmation of no bulk coal shipping, and confirmation of reversible lane review.

In addition to these sections in the narrative body of the application, Mark Thomas will prepare and circulate the Attachment 4. State Highway System Project Impact Assessment Instructions and Form (CTC-0002). Mark Thomas will also prepare a list of stakeholders for letters of support and prepare a draft support letter. We will coordinate with the identified stakeholders to secure signed letters of support.

Task 1.2 – TCEP Cal B/C Model and Performance Measures

Mark Thomas, with input from Western Riverside Council of Governments (WRCOG) transportation modeling effort, will prepare the Cal-B/C Corridor Model and Attachment 2. Performance Metrics Form.

Mark Thomas will prepare a Cal-B/C model using the Corridor v8.1 model. We will input project cost, schedule, ADT, truck ADT, VMT, VHT, speed, and crash data into the model. The Cal-B/C model will then calculate project benefits which will include travel time savings, vehicle operating cost savings, emissions benefits, and safety benefits. We will also include residual project costs for structures into the Cal-B/C model.

We will prepare a memorandum documenting the inputs and results from the economic model. This information, as well as the results of the Cal-B/C model, will be used to prepare the Performance Metrics Form.

PROJECT SCHEDULE

TCEP applications are due electronically to the CTC by November 18. Mark Thomas as developed the schedule below to meet this aggressive deadline.

- September 30 – Mark Thomas prepare SCAG TCEP fact sheet for submission.
- October 5 – City issued Notice to Proceed.
- October 21 – Mark Thomas provides draft application package to the City for review.
- November 4 – City provides comments on the draft application package to Mark Thomas.
- November 16 – Mark Thomas addresses the City's comments, finalizes the grant application, and submits to the CTC on the City's behalf.

Mark Thomas recommends the City include RCTC in the application review. We've found their input very helpful based upon previous funding cycles.

ESTIMATED FEE

The total fee for Mark Thomas to prepare the TCEP application package is $45,000. The table below provides the breakdown between subtasks.

	Proposed Fee
Task 1 - TCEP Grant Application	
Task 1.1 - TCEP Grant Narrative Development	$28,000
Task 1.2 - TCEP Cal B/C Model and Performance Measures	$17,000
Total	**$45,000**

Thank you again for this opportunity. If you have any questions regarding our scope and fee, please don't hesitate to contact Ryan Bissegger at (916) 539-4680 or email him at rbissegger@markthomas.com.

Sincerely,
MARK THOMAS & COMPANY, INC.

Darin Johnson, PE
Division Manager + Associate Principal

Ryan Bissegger
New Business Director + Associate

Staff Report

TO: City Council

FROM: Elizabeth Gibbs, City Manager

DATE October 4, 2022

SUBJECT: **Award a Contract to T.R. Holliman & Associates to Provide Recycled Water Implementation Services**

Background and Analysis:

At a previous City Council meeting, Mayor White and Mayor Pro Tem Martinez were appointed to a sub-committee to represent the City of Beaumont on a 2x2 committee with two separate agencies, Beaumont Cherry Valley Water District, and the San Gorgonio Pass Water Agency.

Over the course of meetings with the two other agencies, it was agreed upon that the staff members of the three agencies would collaborate on a scope of services to retain a consultant to provide recycled water implementation services, the cost of which would be divided equally amongst the three agencies. The intent of the contract award is to provide an independent assessment, analysis, and recommendation for the future use of recycled water.

The City took the lead and, with the approval of the other two agencies, issued a Request for Qualifications on August 26, 2022, through PublicPurchase.com and the City's website. The other agencies assisted in notifying various qualified firms of the published Notice to Invite.

The scope of services included multiple task orders, including:

Initial individual facilitation meetings with each of the three agencies;
Data collection and review of 22 documents, studies, and correspondence;
Ongoing project facilitation meeting attendance and support;
The preparation of technical memos presenting recommended conceptual plan and associated options for recycled water implementation; and finally,
Prepare addendum for contract for additional services based upon conceptual plan for recycled water implementation.

Responses were due on September 19, 2022. A total of nine firms downloaded the bid packet; however, only one firm submitted a proposal.

Staff from the three agencies met to review the bid packet and cost proposal and agreed that although only one consultant responded, the firm was reputable and adequately able to perform the duties outlined in the scope of services.

City staff met with the Finance and Audit sub-committee to review the bid package and received approval to move forward to City Council.

Finally, should City Council award the contract, the consultant will present progress payment invoices to the City of Beaumont who will in-turn submit appropriate fair share invoices to the two respective agencies for reimbursement to the City.

Fiscal Impact:

The City's financial share of this contract shall not exceed $57,333, to be paid out of the Wastewater Treatment Fund contingency budget.

Recommended Action:

Award a Contract to T.R. Holliman & Associates in an amount not-to-exceed $149,600 to Provide Recycled Water Implementation Services and authorize the City Manager to approve any changes orders necessary up to $172,000.

Attachments:

A. Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 5th day of October, 2022, by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and T.R. Holliman & Associates, Inc., whose address is 3543 Citrus Street, Highland CA 92346 ("CONTRACTOR").

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. CITY desires to engage CONTRACTOR to provide Recycled Water Implementation Facilitator Services; and

B. CONTRACTOR has made a proposal ("Proposal") to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit "A"; and

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services ("Services") as follows: Recycled Water Implementation Facilitator Services as provided in the Proposal and any related services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Thomas R. Holliman as CONTRACTOR'S professional responsible for overseeing the Services provided by CONTRACTOR.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

.4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed One Hundred Forty-Nine Thousand Six Hundred dollars ($149,60.00).

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the

Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and

agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than $1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required _X_ /Not Required ___; Errors and omissions insurance in a minimum amount of $2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. <u>General Conditions pertaining to Insurance Coverage</u>

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications.

CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR 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 costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual

signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will

be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CITY OF BEAUMONT

By: _____
Lloyd White, Mayor

CONTRACTOR:
T.R. Holliman & Associates, Inc.

_____

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

PROPOSAL

T.R. HOLLIMAN
& ASSOCIATES

September 19, 2022

Mr. Jeff Hart, Director of Public Works
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Subject: Proposal for Recycled Water Program Implementation Facilitator Services for the City of Beaumont

Dear Mr. Hart,

The T.R. Holliman and Associates, Inc. (TRHA) is pleased to submit this proposal to provide Recycled Water Program Implementation Facilitator Services to the City of Beaumont. We understand the importance of maximizing the use of recycled water in the City from a regulatory compliance perspective, but more importantly, to allow for continued development. We also understand that it the objective of the facilitator to assist the three agencies the City Beaumont (City), Beaumont-Cherry Valley Water District (BCVWD), and the San Gorgonio Pass Water Agency (SGPWA) in developing a mutually agreeable framework to form the basis of interagency agreements to maximize the benefit of recycled water in the City. To accomplish this, the City needs a team of professionals that are experienced in recycled water master planning, know how to assess wastewater demands, validate recycled water demands, familiar are with recycled water production, storage, groundwater recharge, and recycled water rate studies, and has worked with developing interagency agreements and multi-agency recycled water programs. TRHA has that experience and familiarity with local and state regulatory agencies and how to obtain funding and implement recycled water programs.

Selecting TRHA will provide the City with the following benefits:

Local Knowledgeable and Responsive Project Team

Founded in 2005, TRHA has carefully selected a team of specialists that will provide the City with personnel that are close to its operations and have the local experience needed to ensure that the interagency coordination is successfully completed on time and within budget. The principals of the TRHA team are located less than 60 minutes from the City. Our Project Manager, Tom Holliman, has over 40 years of professional experience including over two decades of local experience in the Inland Empire recently serving as Engineering and Operations Manager for the East Valley Water District in Highland, CA. He has also served as District Engineer for the San Gorgonio Pass Water Agency as part of Boyle Engineering, now AECOM from 2003 to 2005. TRHA also recently completed a recycled water implementation roadmap for the BCVWD and participated in the completion of the Urban Water Master Plan for the City of Banning. Mr. Holliman helped develop the purple color-coding system for recycled water systems while with the Irvine Ranch Water District is considered an expert in recycled water conversions.

Our Familiarity with Regional Agencies and Funding Options

TRHA has worked with numerous agencies and agency representatives that could play a role in the development of the City's Recycled Water Program, including the Regional Water Quality Control Board – Santa Ana Region and the State Water Resources Control Board Division of Drinking Water. The TRHA team has helped numerous communities obtain over $182M in funding needed to implement their recycled water plans.

Unique combination of Public and Private Recycled Water Planning Experience

For this project we have assembled a Project Team of experts with over 100 years of combined public/private agency experience in recycled water systems, wastewater engineering, and groundwater management. Our Project Manager, Tom Holliman, PE, will be joined by Mr. John Robinson, who has over 30 years of experience in recycled water systems and is also considered an expert in recycled water conversions, regulatory compliance, and has assisted clients in receiving multiple grants for recycled water projects.

Acknowledgements

- We acknowledge that we have thoroughly examined and accept the Terms and Conditions of the City's contract, and when selected will enter into an Agreement with City as shown in the RFP. We take no exceptions to the terms of the sample agreement, and our proposal is valid for 120 days from the date of this letter. All required insurance coverages will be in place at the time a contract is executed.

- T.R. Holliman and Associates, Inc. will function as the Prime Consultant. John Robinson Consulting, Bachtel Wastewater Engineers, Tuckfield and Associates, and Ben Pak and Associates, will be subconsultants. We acknowledge that the City intends to contract with a single firm and not with multiple firms doing business as a joint venture. We recognize and accept that the provisions of the Agreement will apply to our subconsultants in the same manner as they will apply to T.R. Holliman and Associates, Inc., as the "Proposer."

We are confident that we can provide the Recycled Water Program Implementation Facilitator Services and achieve the City's desired outcomes. Should there be any questions, please feel free to contact me, Project Manager, and designated point of contact, at (909) 573-6802 or at trholliman@gmail.com. We have authorized Thomas R. Holliman to make legally binding commitments for T.R. Holliman and Associates, Inc.

Sincerely,
T.R Holliman and Associates, Inc.

Thomas R. Holliman, PE
President/Managing Engineer

This section is comprised of the Introduction and Information on TRHA. It includes a statement of our understanding of the objectives of the project and how the objectives will be accomplished. It also includes information on TRHA and our subconsultants. We understand that any proposed subconsultants would have to approved by the City.

Introduction and Information

The City of Beaumont was incorporated in November 1912. The City is located in the western portion of Riverside County and is bounded on the west by Calimesa and unincorporated areas, on the north by the unincorporated County areas (Cherry Valley), on the south by unincorporated County areas and the City of San Jacinto, and on the east by the City of Banning. The land area within the City's boundaries is approximately 26 square miles.

In November 1997, the City of Beaumont City Council adopted Ordinance 773 mandating the use of potable water for non-potable uses including cemeteries, golf courses, parks, street and highway landscaping, athletic fields, and other irrigation uses is a waste or an unreasonable use of water if recycled water is available.

The City of Beaumont provides wastewater collection, treatment and disposal for wastewater generated within the City plus the Highland Springs area of Cherry Valley. Wastewater flows by gravity to the City's wastewater treatment plant; however, there are nine (9) lift stations in the southeastern and western portions of the City that pump wastewater collected in these areas and to the treatment plant or collection system leading to the treatment plant.

The City of Beaumont Wastewater Treatment Plant No. 1 treats approximately 3.3 million gallons per day (MGD), see ***Figure 1***. The City is required to maintain 1.8 MGD flow into the Cooper Creek to maintain the habitat. The City is in the process of upgrading its WWTP from 4 MGD to 6 MGD and designing a pipeline to connect to the Inland Empire Brine Line (IEBL) in San Bernardino to discharge the brine that will be treated at the Orange County Sanitation District (OCSD) Treatment Plant.

Figure 1 – City of Beaumont Wastewater Treatment Plant

The WWTP was previously upgraded with the intent to produce recycled water to meet Title 22 requirements. A study completed in 2016 found seven (7) items that needed to be addressed before the plan could meet the requirements. Among these include the

construction of a coagulation system, modification of existing SCADA and alarms to provide adequate monitoring and diversion of non-compliant water, and the construction of a recycled water storage and distribution system

TRHA will focus on developing a list of potential actions that the three agencies can evaluate to develop a mutually agreeable plan of action to fully utilize recycled water in the region.

The current facility consists of the following components:

- Primary Treatment: Headworks Screening, Flow Metering, Influent Pumping
- Secondary Treatment: Extended Aeration Basins, Secondary Clarifiers
- Tertiary Treatment: Sand Filtration, UV Disinfection, Flow Metering, Cascade Aeration

The new WWTP proposed upgrades and expansion include installation of membrane (MBR) system and reverse osmosis (RO) system and will produce recycled water.

The City recognizes that there is a demand for recycled water for landscape irrigation during the summer months, but more limited demand during the winter months. In order to maximize the value of the recycled water from the treatment plant the City, in partnership with BCVWD and SGPWA, seek to find other strategies that will maximum the benefits of the recycled water and provide revenues to offset some of the cost of treatment and disposal.

In a 2007 letter from CDPH (now SWRCB DDW) to the City of Beaumont, the City was directed to upgrade the facility to meet Title 22 requirements for unrestricted use and perform validation testing on the UV disinfection system. In July 2016, the City completed a Title 22 Engineering Report which included the UV Validation Testing which was accepted by the SWRCB DDW with conditions. Some upgrades to the tertiary system were identified.

The City of Beaumont's effluent has a TDS concentration of about 400 mg/L which is more than the Regional Board's Maximum Benefit Water Quality Objectives for the Beaumont Basin. The recycled water from the City will have to be treated and/or "blended" with imported water or other waters to achieve the Maximum Benefit Water Quality Objectives.

The focus of the Recycled Water Program Implementation Facilitator will be identifying the potential for expanded recycled water use in the City and the distribution system additions needed to supply that demand. Further the analysis will evaluate the storage needs for continuous demand and the potential for groundwater recharge during winter months when production will exceed demand.

The focus of the Recycled Water Program is ensuring that all non-potable demands that can be served from the City's treatment plant have been identified.

TRHA will utilize a proven approach to complete the Recycled Water Use Analysis. The approach encompasses the following five steps:

1. Assessment of Available Recycled Water Supplies.
2. Assessment and Verification of Potential Recycled Water Demands.
3. Evaluation of Treatment Requirements for Potential Recycled Water Customers.
4. Development of Recycled Water Distribution System options, and
5. Potential for groundwater recharge including potential locations and quantities.

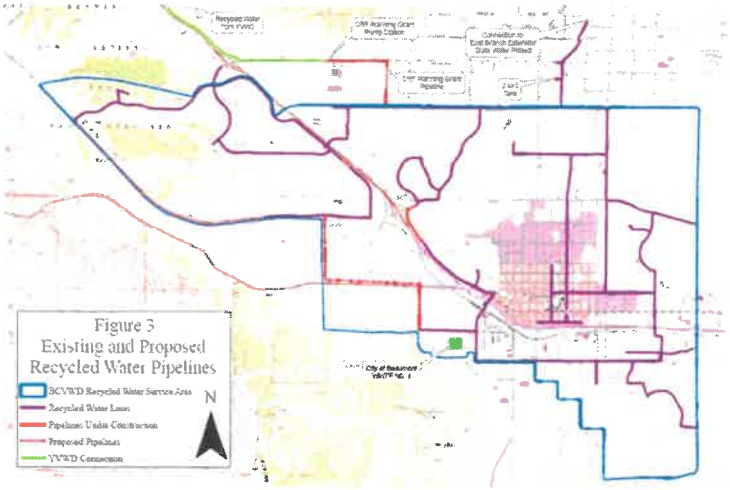


Figure 2 – Existing BCVWD Non-Potable

Firm Profile and Key Personnel Experience

Introduction to the TRHA Team

To provide the City with a team that will focus on integrity, intensity, and results, we have assembled a team of experts in recycled water planning, design, construction, operations, administration, permitting, and regulatory compliance. TRHA is comprised of four specialized firms with over 100 years of combined experience in recycled water:

- Thomas R. Holliman, PE,
  T.R. Holliman and Associates
- John Robinson
  John Robinson Consulting, Inc.
- Dave Bachtel, PE
  Bachtel Wastewater Engineers
- G. Clayton Tuckfield, PE
  Tuckfield and Associates
- Ben Pak
  Ben Pak and Associates

Instead of a pool of engineers with only limited specific recycled water experience, TRHA provides an expert panel that can bring their collective experience to bear on the City's Recycled Water Program. This "based in reality" approach will reflect both the economics and technical analysis needed for a successful recycled water program. We bring the collective experiences of dozens of agencies to ensure that the City's recycled water program is based on solid proven results.

Local Resources and Knowledge

T.R. Holliman and Associates, Inc. is a California S-Corporation established in 2005. We are registered Small Business Enterprise and Disadvantaged Business Enterprise.

TRHA's principal office is located in Highland, CA where we specialize in recycled water planning, design, construction management, and operations. TRHA maintains Professional Liability, General Liability, Automobile Liability, and Workman's Compensation insurance with a limit of $1,000,000 per occurrence or more depending on the specific insurance. All are currently in force.

TRHA's past success has been built on projects exclusively within Southern California. Because of the firm's long history of service to municipal water and wastewater business in Southern California, we recognize that the State of California has a heightened awareness of the environment and has implemented the necessary regulations to create a healthy balance between nature and industry. In response, we have developed and honed competencies in the environmental service sector to help our clients meet the rigorous regulations California has adopted. While providing these services, TRHA has worked extensively with regional regulatory agencies, including the Regional Water Quality Control Board – Santa Ana Region the State Water Resources Control Board Division of Drinking Water and Orange County Healthcare Agency.

Experience and Expertise in Recycled Water Master Planning and Use Analysis Studies

We have been performing recycled water services in Southern California for 40 years. Our proposed project staff was carefully selected due to their experience with master planning and recycled water use analysis.

From market assessments through feasibility studies to the development of comprehensive facility master plans, design and construction of recycled water infrastructure, our team offers unparalleled local experience in the development of recycled water projects.

We have successfully implemented numerous recycled feasibility and planning projects similar in complexity to the City's Recycled Water Program. While we have the technical expertise to perform all the requested services, a key factor that differentiates us from our competitors is the fact that our team members have also managed recycled water programs for cities, and Special Districts, giving us a clear understanding from both sides of the Project Consultant and Owner.

Our team members have managed recycled water programs for City and Special Districts in Southern California give us a unique Consultant and Owner perspective.

The Right People for the Project

TRHA and our clients have enjoyed success in the implementation and long-term

operation of recycled water projects as the result of following an approach that utilizes the right people for the right job.

We have the recycled water expertise to perform all the requested services as stated in the scope of work. Our expertise extends past the items detailed in the City's scope of work, allowing us to offer a comprehensive range of services during its Recycled Water Program.

A successful recycled program must create a base of verified customers who will use recycled water when it is available.

Our team is particularly skilled in the fields of recycled water planning, design, and construction. Brief highlights of TRHA's qualifications in the professional service areas impacting the City's Recycled Program are described in this section.

Developing Large-scale, Comprehensive Master Plans and Feasibility Studies

Our ability to assist our clients in successfully implementing their master plans and feasibility studies distinguishes us from our competitors. Our master plans and use studies do not collect dust on bookshelves. They are put into implementation by our clients because our plans identify recycled water demands and distribution options, arrive at the most cost-effective infrastructure solutions to serve those demands, and provide a phased approach to infrastructure implementation.

We are experienced in each integral phase of master planning efforts from review and analysis to funding and implementation. We are fully qualified to provide all the required professional services for the City's Recycled Water Implementation Program Facilitator.

TRHA has successfully completed several comprehensive master plans and onsite conversion projects throughout Southern California. These projects include recycled water for agencies such as:

- Orange County Water District (OCWD)
- Mesa Water District (Mesa Water)
- City of San Juan Capistrano (CSJC)
- Inland Empire Utilities Agency (IEUA)
- Long Beach Water Department (LBWD)
- Central Basin Municipal Water District (CBMWD)
- Castaic Lake Water Agency
- Rincon del Diablo Municipal Water District
- Cities of Fontana, Ontario, and Oxnard.

Our master plans have served as the framework for our clients' Capital Improvement Programs (CIPs). Clients have implemented our recommendations because they are designed to be practical, cost-effective, and address the key concerns of the involved stakeholders, as well as innovative engineering solutions.

Implementation of Recycled Water Systems

TRHA has the recycled water implementation experience to develop appropriate recycled water master planning solutions for the City. We have designed

numerous customer conversions from potable to recycled water. Our team has been involved in over 800 customer conversions from potable to recycled water. These include:

- 200 elementary schools
- 40 junior high schools
- 50 high schools
- 250 parks
- 14 homeowner associations
- three oil refineries
- the first commercial laundry in California
- paper mills
- power plants
- industrial facilities, and
- hundreds of other irrigation customers.

Our conversion resume also includes the first use of recycled water to control ground subsidence, and the first professional ice hockey rink to use recycled water in Ontario, CA.

Recycled Water Regulatory Issues

TRHA recognizes that the implementation of recycled water projects will need to comply with a variety of local, state, and federal regulations. We understand that assisting our clients in regulatory issues under tough permitting constraints has contributed to the success of our recycled water projects. Our extensive experience with the State Water Resources Control Board Division of Drinking Water (DDW), Regional Water Quality Control Board (RWQCB) and Orange County Healthcare Agency (OCHCA) have increased our understanding of the involved processes, enabling us to provide sound guidance to our clients.

TRHA's recent experience working with regulatory agencies includes coordinating with the DDW and the County of Los Angeles DPH to successfully implement over 400 recycled water customer retrofits for West Basin Municipal Water District, CBMWD, USGVMWD, and IEUA as well as working with DDW and OCHCA to convert The Enclave for Irvine Ranch Apartment Communities within Mesa Water service area on the GAP system as well as Royalty Carpets within Irvine Ranch Water District which was a 256 acre-foot per year demand and 2nd largest within IRWD to be removed from potable water to recycled water while obtaining $223,000 from Metropolitan Water District via their On-Site Recycled Water Retrofit Grant Program.

Recycled Water Funding

TRHA has helped numerous Southern California cities, municipalities, and special districts to obtain millions of dollars in funding needed to implement their recycled water plans. We can successfully obtain funding due to our frequent experience with regional recycled water projects. We recently procured $26.5M in funding for USGVMWD, where we assisted in State Revolving Fund (SRF) grant and loan application. Potential sources of funding include:

- State Water Resources Control Board – Proposition 1 (construction and construction management only)
- Department of Water Resources – Proposition 1 (planning, design,

construction, and construction management)

- Metropolitan Water District – Local Resource Project (recycled water sales)
- Metropolitan Water District – Recycled Water Customer Retrofit
- US Bureau of Reclamation – Title XVI (planning, design, construction, and construction management)
- US Army Corps of Engineers
- US EPA WIFIA Program

Although not part of the current scope, TRHA can evaluate financing opportunities, such as grants, loans, user fees and recycled water rate increase and provide a financial analysis based on the recommended maintenance level, operating expenses, and planning level cost. TRHA can identify outside funding sources based on the nature of the projects. Specific funding sources can be explored, such as State Revolving Fund (SRF), federal and state grant monies, stimulus funds, and local funding from MWD.

This section is comprised of our Approach. It includes a detailed description of the intended methodology to be utilized in addressing the project. It describes our perception of the work required and how our firm, personnel, and services will be utilized.

Approach

Assessment of Available Recycled Water Supplies

TRHA's first task will be to identify and evaluate the sources of recycled water supply to the City. In this case, this will consist of reviewing the recycled water supplied by the City's wastewater treatment plant from current capacity, through the planned expansion, and the ultimate capacity of the plant.

The recycled water will be distributed by the Beaumont Cherry Valley Water District (BCVWD) through their existing non-potable distribution system. BCVWD is currently pursing approval from the Regional Water Quality Control Board/State Water Resources Control Board Division of Drinking Water (RWQCB/DDW) to mix recycled water with the non-potable supplies.

BCVWD has an extensive network of about 30 miles of non-potable transmission pipelines within the City already constructed that can convey untreated SPW, groundwater, and recycled water. An extensive network of smaller distribution mains has been constructed by Tract developers to serve parks, medians, schools, and common areas in their respective developments. The system includes a 2-million-gallon non-potable water reservoir (2800 Zone Non-Potable Reservoir). There are about 300 existing landscape connections to the recycled water system receiving 1,650 acre-ft of water (year 2013 total). The existing recycled water system is currently pressurized with groundwater from Well 26. This is supplemented with potable water introduced into the non-potable water system through an air gap connection at the non-potable water storage tank (2800 Zone Non-Potable Water Tank). It is assumed that all the future recycled water customers will be served from this distribution system as shown in ***Figure 2***.

Assessment of Potential Recycled Water Customers

TRHA's second step in assisting to maximize the use of recycled water master is to develop potential recycled water demands. Proper identification of potential recycled water demands is the basis of developing a recycled water system. The success of recycled water systems is based on identification and verification of real customers that have a willingness to use recycled water.

TRHA understands that the potential recycled water customers within the City are likely to be categorized into the following three categories; the approaches to convert each of these customers are different:

- Landscape Irrigation, such as schools, parks, golf courses, street medians, and multi-family irrigation;
- Industrial/Commercial Process Water, such as cooling towers and water used in producing product such as concrete, carpet washing, chemical milling; and
- Agricultural.

TRHA's approach will be to first develop a recycled water customer database, identifying potential recycled water customers with demands greater than two acre-feet/year. The database will include not only the location and demand of customers, but also the use of the water and specific water quality requirements for each of the potential customers.

The primary source of information will come from the BCVWD's existing potable water billing database, focusing on the top potable water customers, with customers geocoded to the location of the service connection. We will estimate the potential recycled water usage based on existing potable water demands of customers and our experience regarding the percentage of potable water demands that can be successfully converted to recycled water.

Another potential recycled water use consists of converting industrial/commercial users from potable water to recycled water. The primary industrial/commercial uses would be industrial cooling both in the manufacturing process and for cooling towers. There may also be industrial users which could use recycled water for producing products such as concrete, carpet cleaning.

Development of Recycled Water Distribution System Modifications

TRHA's third step will be developing potential recycled water distribution system modifications. TRHA will develop preliminary layouts of pipelines to connect the largest number of potential recycled water customers. Pipeline sizing will be based on average flow calculations. A hydraulic model is not part of this scope of work. However, it is recommended that the BCVWD verify the pipeline sizing with their hydraulic model. The recommended recycled water system alternative will be selected based on the lowest cost while serving the most recycled water.

Based on our experience, the largest recycled water customers drive the creation of a recycled water system.

Storage Assessment for Continuous Supply

TRHA will evaluate the existing wastewater treatment plant, and the proposed expansion, to determine the storage capacity necessary to meet a continuous recycled water demand. Since the system will be providing water to landscape customers and potentially groundwater recharge, along with stream discharges, the ability to store recycled water during the diurnal production pattern will be necessary. Once the total demand on the system is developed both in the short term and long term the storage capacity needed at the plant can be determined.

Storage Assessment During Rainy Seasons (injections, spreading/ percolation)

One of the strategies to provide long term supply for the Beaumont Basin is groundwater recharge with storm water, State Water Project Water, and potentially recycled water. TRHA will evaluate the impact on storage requirements during the winter months if recycled water not used for irrigation or other beneficial uses can be percolated into the groundwater. TRHA will confer with BCVWD and the SGPWA to identify potential recharge rates and based on that data formulate storage recommendations.

Communication Strategy

While facilitating the discussions between three agencies TRHA will work closely with City staff as well as representatives from BCVWD and SGPWA. To maintain proper communication with City staff TRHA will provide:

- Monthly summaries of work with invoices
- Progress meetings at key deliverables to review the materials prior to the City review
- Finally, close-out presentations and delivery of all project materials.

Direct Injection vs. Surface Spreading

The BCVWD and the SGPWA both operate spreading grounds in the Beaumont Basin. Both agencies are planning to spread both stormwater and State Water Project Water. For the City to maximize wintertime recycled water production, the excess winter flows must be stored in the groundwater basin. With stormwater and State Water Project water competing for spreading basin, space the City might consider direct injection of recycled water into the basin. Aquifer Storage and Recovery (ASR) projects are currently planned for several areas in California.

Building Consensus

In order to be considered successful the Recycled Water Program will have to effectively meeting the objectives of the City of Beaumont, Beaumont Cherry Valley Water District, and the San Gorgonio Pass Water Agency. Although the stakeholders of each agency are the same. The strategic objectives of each agency are specific to their strategic mission. For the City, it is maintaining and enhancing the quality of life for the residents of the City. For Beaumont Cherry Valley Water District, it is providing safe and reliable water supply at a reasonable cost. For the San Gorgonio Pass Water Agency, it is to maintain and enhance local groundwater supplies.

To reach mutual agreement for a plan to move forward TRHA will assist the parties in:

- identifying their specific objectives
- identifying specific concerns
- evaluating what facilities, they may need to utilize the recycled water
- how those projects fit into their existing planning and budgets
- detail out responsibilities

The final plan may not include everything each agency wants, but it must meet enough of their individual objectives list for them to support the final combined plan.

The 1994 Nobel Memorial Prize in Economic Sciences winner John Nash developed a unique method for analyzing multi-party negotiations. Depicted in the movie, "A Beautiful Mind" starring Russell Crowe, Nash determined that if each party in the negotiations only focused on getting everything, they wanted no one would achieve their goals and everyone would lose because it would result in a stalemate. The only way for everyone to achieve, at least a majority of their desired outcomes, was to work to together. Through working to find common ground first, then asking the parties to rank their negotiable and non-negotiable

items, and then participating in meetings with open and honest discussions, TRHA can help develop a final plan that would be a win-win-win outcome and move the Recycled Water Program forward.

Within this section we introduce the TRHA team, and our team resume, which includes our experience and expertise in recycled water master planning and feasibility studies, references, and proposed project team.

Firm Profile and Key Personnel Experience

Introduction to the TRHA Team

To provide the City with a team that will focus on integrity, intensity, and results, we have assembled a team of experts in recycled water planning, design, construction, operations, administration, permitting, and regulatory compliance. TRHA is comprised of four specialized firms with over 100 years of combined experience in recycled water:

- Thomas R. Holliman, PE, (40+ years)
  T.R. Holliman and Associates
- John Robinson (30+ years)
  John Robinson Consulting, Inc.
- Dave Bachtel, PE (40+ years)
  Bachtel Wastewater Engineers
- G. Clayton Tuckfield, PE (25+ years)
  Tuckfield and Associates
- Ben Pak (25+ years)
  Ben Pak and Associates

TRHA provides an expert panel that can bring their collective experience to bear on the City's Recycled Water Program. This "realistic" approach will reflect both the economics and technical analysis needed for a successful recycled water use analysis. We bring the collective experiences of dozens of agencies to ensure that the City's recycled water use analysis reflects solid proven results.

Local Resources and Knowledge

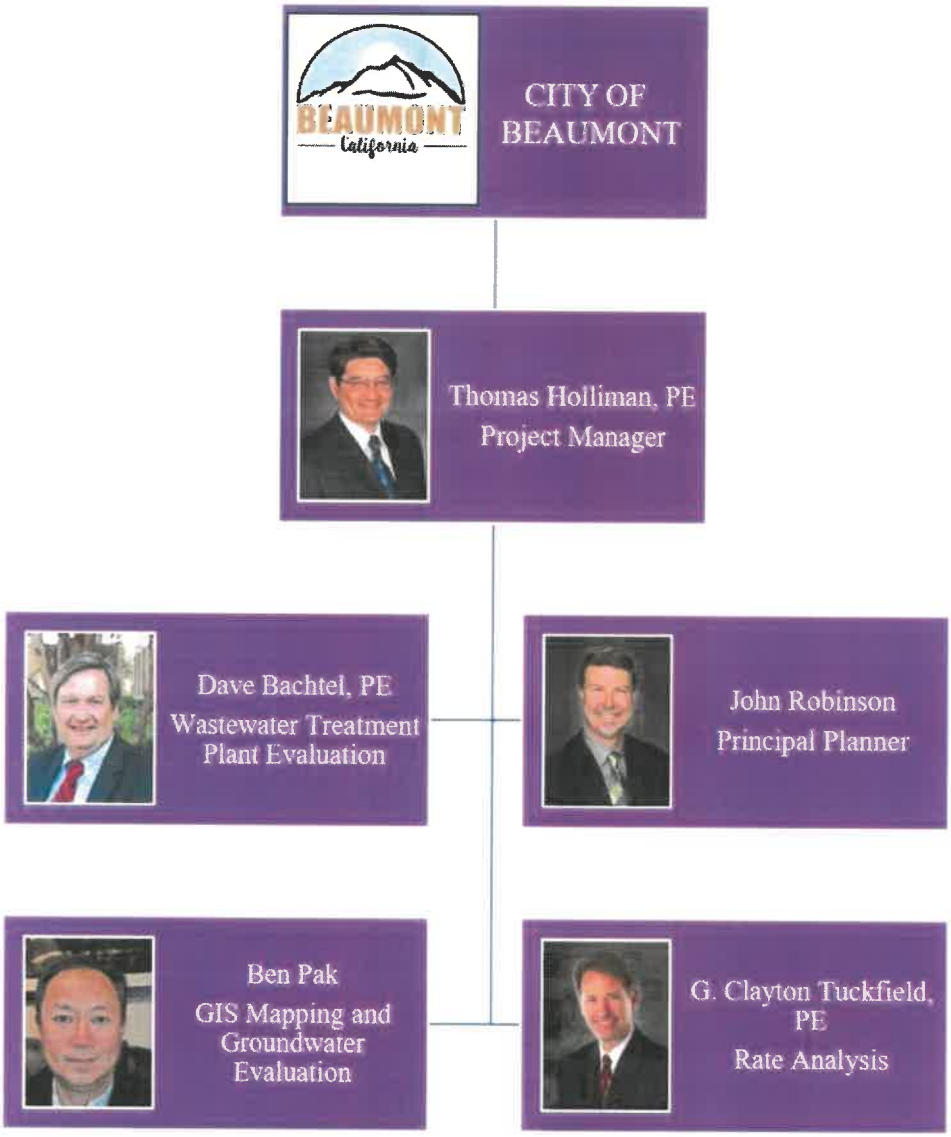
T.R. Holliman and Associates, Inc. is a California S-Corporation established in 2005. TRHA's principal office is located at **3543 Citrus Street, Highland, CA 92346** where we specialize in recycled water planning, design, construction management, and operations. TRHA maintains Professional Liability, General Liability, Automobile Liability, and Workman's Compensation insurance with a limit of $1,000,000 per occurrence or more depending on the specific insurance. All are currently in force.

TRHA's past success has been built on projects exclusively within Southern California. Because of the firm's long history of service to municipal water and wastewater business in Southern California, we recognize that the State of California has a heightened awareness of the environment and has implemented the necessary regulations to create a healthy balance between nature and industry. In response, we have developed and honed competencies in the environmental service sector to help our clients meet the rigorous regulations California has adopted. While providing these services, TRHA has worked extensively with regional regulatory agencies, including the Regional Water Quality Control Board – Santa Ana Region the State Water Resources Control Board Division of Drinking Water and Orange County Healthcare Agency.

California cities, municipalities, and special districts to obtain millions of dollars in funding needed to implement their recycled

The TRHA Team

We



believe the most important aspect of any project is creating a team that involves the right people. We are professionals who are practiced in performing the requested services, experienced in their proposed role, and willing and readily available to perform the work requested.

Short biographies for the TRHA team are located on the pages following the organizational chart included below. Full resumes are included in the appendices.

With a combined experience of over 100 years of recycled water experience both in the private sector and managing and building recycled water programs in the public sector we believe that we can provide the City with a Recycled Water Use Analysis.

Thomas Holliman, PE, Project Manager

Thomas Holliman was chosen as Project Manager because he has over forty (40) years of professional experience in the planning, design, and operations of major recycled water, potable water, and sewer facilities throughout Southern California. Mr. Holliman is a recognized expert in California for recycled water/non-potable systems. In addition to receiving several WateReuse Association awards for special projects of merit, Tom was instrumental in the development of the color "purple" as the identifier for non-potable systems which has become the national and international designation for recycled/non-potable facilities.

He previously served as Director of Engineering/Planning for the Long Beach Water Department, District Engineer/Assistant General Manager for the Water Replenishment District of Southern California, and recently Engineering and Operations Manager for the East Valley Water District. With Boyle Engineering, now AECOM, Mr. Holliman served as the District Engineer for the San Gorgonio Pass Water Agency. Mr. Holliman has also held senior technical and management positions in private consulting firms. He is accomplished in all facets of agency administrative functions from development of agency budgets, developing RFP's for major capital projects, and working closely with elected and appointed agency Board of Directors.

John Robinson, Principal Planner

John Robinson was chosen as Principal Planner due to his 20 years of environmental engineering experience focused exclusively on water reclamation and wastewater master planning projects and engineering for municipalities in California and Arizona. He has been involved in feasibility/master studies and planning, technology evaluation and recommendations, preparation of study and design reports, as well as process and mechanical design for new water reclamation and wastewater facilities and expansion of existing facilities. He has provided reclamation system computer hydraulic modeling and has been intimately involved with regulatory agencies with permitting jurisdiction over recycled water projects.

During his career he has completed over 550 recycled water customer conversions (i.e., water through the meter) as well as completed and additional 2,000 recycled water customer conversion assessments. He specializes in assisting clients with identifying and assessing customers, evaluating potential non-potable reuse system components as well as managed the customer development for all customer conversions; developed recycled water conversion plans worked with customers and developed conversion construction costs. John has developed and conducted training seminars for both client staff as well as end use customers. He is particularly adept at working closely with SWRCB DDW and OCHCA for coordination of site issues and approvals and understands how to make the regulatory approval process go smoothly.

Dave Bachtel, PE
Wastewater Treatment Plant Evaluation

Dave is President of Bachtel Wastewater Engineers where he is dedicated to providing high value eingineering based on 40 years in the industry to clients of all sizes. His extensive experience includes research, planning, engineering, construction, and operation experience with wastewater CIP projects Dave has been a Project Manager/ Biosolids lead for HDR Engineering and LEE & RO for 10 years and worked for 30 years in numerous positions at Los County Sanitation Districts where he most recently was Division Engineer responsible for wastewater treatment plant design.

Dave has participated in facilities planning, preliminary design, final design and engineering support for construction for more than 80 projects ranging from under $1 million to more than $150 million. He has been involved with research,operations, planning, procurement, design, value engineering, construction support, construction management, start-up and operation of pump stations, head works, odor control, primary treatment, secondary treatment, disingffections, solids processing facilities including sludge thickening, dewatering centrifuges, belt filter presses and plate and frame filter presses, anaerobic digestion, gas clean up, power generation, sludge dewatering, conveying storage, drying, combustion and composting, in addition to design of entire treatment plants. He is familiar with plant upgrades to tertiary and advanced treatment, including DDW Title 22 requirements.

He has been particularly effective in building consensus between operators and engineers for projects at large agencies such as Los Angeles County Sanitation Districts, Orange County Sanitation Districts and the City of Los Angeles, as well as small ones, such as Brawley and Holtville. He has extensive experience coordinating with funding agencies such as SRF and NADBank.

G. Clayton Tuckfield, PE
Recycled Water Rate Development

Clayton is President and Principal Consultant of Tuckfield & Associates where he provides utility rate and capacity charge consulting services. Clayton has managed or been directly involved in publicly owned utility financial services for over 30 years. Since 1985, Mr. Tuckfield has used innovative methods combined with time-tested strategies to assist municipalities and special districts in achieving their financial goals. Clients have included public utilities, state and county governments, municipalities, and public districts. Prior to forming Tuckfield & Associates, Clayton served Black & Veatch Corporation for 15 years in their Management Consulting Division. Mr. Tuckfield has worked with numerous cities and special districts in California and has authored papers and articles for AWWA (American Water Works Association) and California Special Districts Association (CSDA) and has conducted a webinar for CSDA regarding financing projects with USDA funding.

Ben Pak, GIS Mapping, Groundwater Evaluation

Ben Pak was chosen as Project Engineer for developing the hydraulic models for the Recycled Water Master Plan due to his experience with recycled water infrastructure and his overall expertise in master planning in the water and recycled water sectors. Mr. Pak has over 30 years of engineering experience in water, recycled water, wastewater, and groundwater recharge projects, involving the supervision and coordination of the planning, design, and construction of recycled water pipelines and facilities. He also has extensive experience in hydraulic modeling and planning and evaluating potable water, recycled water, and sewer systems.

Ben has been working with Tom and John for over 15 years on all aspects of recycled water development and implementation.

Relevant Project Experience

Our project experience can be found on the following pages. We have selected nine recycled water projects to illustrate the extent of our experience providing recycled water use analysis services. Per the City's request, we have provided client references for four of these projects.

Inland Empire Utilities Agency, Chino, CA

Reference
Sylvie Lee, Manager of Planning
Inland Empire Utilities Agency (IEUA)
6075 Kimball Avenue, Chino, CA 91708
(909) 993-1646

Project Team - John Robinson

Summary

The Project Team led by John Robinson developed IEUA's Recycled Water Implementation Plan. We developed the overall project approach and methodology, coordinated project tasks with IEUA, and provided the technical content of the report. As part of the approach, our team developed a 10-year implementation plan based on hydraulic modeling performed in InfoWater. The IEUA service area encompasses 242 square miles in the southwestern corner of San Bernardino County and is projected to develop significantly in the next 25 years. The Recycled Water Implementation Plan provides an overview of IEUA's recycled water supplies, existing and estimated recycled water demands, and a recommended regional backbone system to distribute recycled water throughout the service area.

The proposed backbone system is sized for build-out demand conditions and delivers recycled water to all IEUA's member agencies and selected based on life-cycle cost evaluations. The proposed system goal was to serve the maximum amount of potential recycled water customers while meeting the pressure criteria and selecting the most cost-effective alignments by avoiding significant utility conflicts where possible.

The number of recycled water customers in this area is estimated to increase from 100 to over 2,000 users in 25 years, resulting in a recycled water demand increase from 7,900 acre-feet/year to 93,000 acre-feet/year. The proposed system consists of seven pressure zones, 110 MG of reservoir storage, equalization storage at the five regional plants, 13 booster stations with a combined capacity of 145 mgd (nearly 15,000 hp) and 35 regional pipeline projects totaling 92 miles and ranging from 12 to 60 inches in diameter. The 10-year implementation plan includes a seven-phase program with capital costs of $200M. The capital cost of the CIP through build-out is $325M.

In addition to the implementation plan, the Project Team was selected to design four pipelines, pump station and reservoir projects. The design component was later expanded to six design projects and program management services, including development of a customer geodatabase. The project work required a strong client/consultant partnership to develop a plan for the system as well as detailed designs of several major backbone facilities, which were to run in heavily populated/developed

areas. Thorough knowledge of recycled water customer physical locations and their demands were also required. The IEUA service area includes the Cities of Rancho Cucamonga, Ontario, and Montclair, California.

Upper San Gabriel Valley Municipal Water District, El Monte, CA

Reference
Tom Love, General Manager
Upper San Gabriel Valley Municipal Water District
11310 Valley Blvd, El Monte, CA 91731
(626) 443-2297

Project Team - John Robinson

Summary

The Project Team led by John Robinson prepared a Recycled Water Master Plan for the CBMWD, the San Gabriel Valley Municipal Water District (SGVMWD), and the USGVMWD, covering an area of over 30 cities.

We updated the list of potential recycled water customers for CBMWD and created a list for the western half of the SGVMWD and USGVMWD service areas. The list of potential customers included many irrigation customers, but also expanded to include many industrial customers. After completing development of a potential customer list, our team developed several alternatives for potential pipeline routings to serve the customers.

Hydraulic modeling was used to size the required pipelines, pump stations, and reservoirs. Once the hydraulic model and proposed facilities were complete, the Project Team performed an economic evaluation to determine the cost effectiveness of the proposed facilities, as well as ranking and phasing the facilities with the highest potential rate of return. The economic evaluation included cost estimating, hydraulic modeling to evaluate the effect of not installing certain facilities, and development of recommended phasing. The project resulted in a phased recommendation for expanding the recycled water system, including interconnections among the three regional agencies.

Concept Development Plan for Advanced Water Reuse

In 2008, a Project Team led by John Robinson was tasked to produce a concept development plan by a partnership between the USGVMWD, the Water Replenishment District of Southern California, and the Los Angeles County Sanitation Districts. This plan will examine more recent regulatory requirements, updated effluent data and newer membrane technologies. The process train will be microfiltration (MF) or ultrafiltration followed by reverse osmosis and advanced oxidation. The plan will also provide a site master plan to produce 46,000 acre-feet/year of highly treated water for groundwater discharge. Water will be provided both to the Water Replenishment District and the USGVMWD for groundwater recharge to replace sources that are no longer available.

City of Industry Recycled Water Project – Phase IIB

In addition, we provided engineering design services for recycled water distribution facilities to serve existing landscape irrigation in the cities of West Covina, Walnut, and portions of Los Angeles County, with recycled water to substitute for other scarce, potable sources. Up to 3,700 acre-feet/year would be provided via 12.4 miles of 24-inch through 6-inch pipelines buried in existing streets.

City of Oxnard GREAT Program, Oxnard, CA

Reference
Daniel Rydberg, Public Works Director
City of Oxnard, CA
305 West Third Street – Third Floor
Oxnard, CA 93030
(805) 385-8280

Project Team – Tom Holliman

Summary

The Project Team led by Tom Holliman provided full technical and adminstrative support for the on-site recycled water conversions for the City of Oxnard's Groundwater Recovery Enhancement and Treatment (GREAT) Program. This work consisted of identifying commercial/industrial, landscape irrigation, schools, parks, and golf course irrigation conversion opportunities. After identifying the users TRHA conducted user interviews, mapped all the use sites, developed a master engineer's report for all the landscape irrigation sites, and individual reports for the schools, River Park Development, and the River Ridge Golf Course. Conversion plans were developed for all the parks and schools adjacent to the recycled water pipelines.

Numerous meetings and presentations were conducted with industrial/commercial users, school boards and operations staff. Preliminary cross connection testing was completed for the golf course and International Paper, and a unique protocol for testing was developed, and approved by the Health Department, for the River Park development to perform the cross-connection testing even though the system was already in operation and the potable water could not be turned off.

The project included full conversion design drawings for each site as well as a Master Engineers Report for all park sites. Individual Engineers Reports were prepared for each of the school sites, as the golf course and River Park Development. The project also included the Engineers Report for the International Paper Mill.

Castaic Lake Water Agency

Reference
Jason Yim, Principal Engineer
27234 Bouquet Canyon Rd, Santa Clarita, CA 91350
(661) 513-1277

Project Team – Tom Holliman

Recycled Water Program Development

TRHA completed multiple recycled water program assignments for the Castaic Lake Water Agency. These included:

Recycled Water Program Implementation Guidelines Engineering Road Map

The project consisted of developing Recycled Water Program Implementation Guidelines Engineering Road Map to assist CLWA in the implementation of new water reuse projects and addressing challenges to overcome, such as engineering, planning and construction, finance, public outreach, operations, regulatory compliance and health protection, organizational and institutional issues, and political constraints and opportunities. A final comprehensive Road Map was prepared that included reference materials, such as WateReuse reference guides and applicable regulatory agency documents, in addition to functional checklists for key challenges and issues outlining the required steps and components necessary for the recycled water program development.

Recycled Water Pre-Conversion Evaluation Project

This project focused preparing a pre-conversion feasibility study for four major retrofit sites. The project included gathering information from site investigations and evaluations in addition to identifying any fatal flaws to the conversion of any of the four sites from domestic water to recycled water. The report evaluated the impact of the proposed recycled water quality on the plant materials and provided recommendations for any necessary modifications to the irrigation systems and replacement of certain plants that may be significantly affected by recycled water.

Recycled Water Master Plan Update

This project included identifying the total potential recycled water demand through multiple potential landscaping, park, and school conversions. Recycled water system alternatives were produced with the outcome of all previous information that would develop a distribution system which would deliver recycled water to the various use sites with the most cost-effective model.

Per the City's request, we have provided references for four projects. The following projects are included to further demonstrate TRHA's experience with regional recycled water project.

Recycled Water Customer Development

West Basin Municipal Water District, CA

Project Team - John Robinson

Summary

TRHA is currently assisting West Basin Municipal Water District (WBMWD) in the customer development of several recycled water customers. TRHA is providing the following services:

- Performing site inventory assessment,
- Developing detailed retrofit plans,
- Coordinating with the appropriate regulatory agencies,
- Preparing the engineering report or industrial engineering report needed to obtain California Department of Public Health Approval,
- Performing preliminary and final cross connection testing,
- Preparing construction estimates for on-site retrofits,
- Providing construction oversight and coordinating with contractor customers and WBMWD, and

Recycled Water Master Plan

Central Basin Municipal Water District, CA

Project Team - John Robinson

Summary

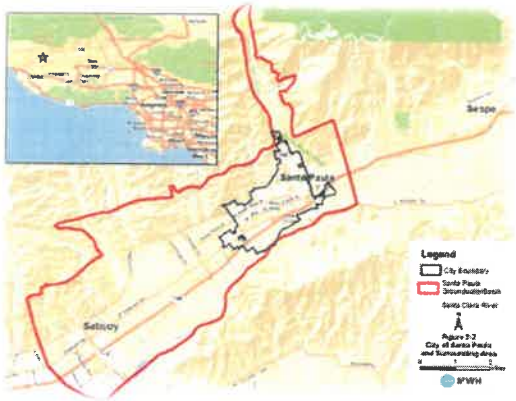
TRHA prepared a Recycled Water Master Plan for the CBMWD, the San Gabriel Valley Municipal Water District (SGVMWD), and the USGVMWD, covering an area of over 30 cities.

We updated the list of potential recycled water customers for CBMWD and created a list for the western half of the SGVMWD and USGVMWD service areas. The list of potential customers included many irrigation customers, but also expanded to include many industrial customers. After completing development of a potential customer list, our team developed several alternatives for potential pipeline routings to serve the customers.

Hydraulic modeling was used to size the required pipelines, pump stations, and reservoirs. Once the hydraulic model and proposed facilities were complete, TRHA performed an economic evaluation to determine the cost effectiveness of the proposed facilities, as well as ranking and phasing the facilities with the highest potential rate of return. The economic evaluation included cost estimating, hydraulic modeling to evaluate the effect of not installing certain facilities, and development of recommended phasing. The project resulted in a phased recommendation for expanding the recycled water system, including interconnections among the three regional agencies.

Recycled Water Feasibility Study and Distribution System Design

City of Santa Paula, CA



Project Team - John Robinson

Summary

The Project Team led by John Robinson was hired by the City of Santa Paula to develop a facility planning report for a planned recycled water system. The purpose of this project is to reduce the City's demand on the groundwater basin, allowing the City to expand both within and beyond the City limits. This report was developed to identify the details such as pipeline alignments, reservoir storage volumes, pumping conditions, and operational conditions of the proposed system.

To determine the top potential recycled water users, our team reviewed water usage data and conducted site visits to determine connection points, special site conditions, and the feasibility of connecting the customers.

We walked the proposed pipeline alignments to determine constructability, limit impacts to residents, reduce utility conflicts, and increase access to potential recycled water customers. Based on this information our team recommended several modifications to the proposed pipeline alignment.

The Project Team reviewed plans of the wastewater treatment plant currently under construction and geotechnical reports. The recycled water demand and water availability was utilized in conjunction with other data to propose a reservoir size including volume, depth, radius, and freeboard. A hydraulic analysis was conducted of the proposed recycled water system to size the pump station and confirm pipeline sizing.

As part of this report our team identified potential funding sources, conducted a sensitivity analysis on customer connections per phase of the pipeline, and developed recommendations on recycled water rates, project payback, and financial incentives for construction. Financial analysis identified the customers that could be retrofitted and provided a project phasing plan.
The Project Team summarized this information into a report and reviewed the financial data with City of Santa Paula staff.

Recycled Water Master Plan

City of Upland, CA

Project Team - John Robinson

Summary

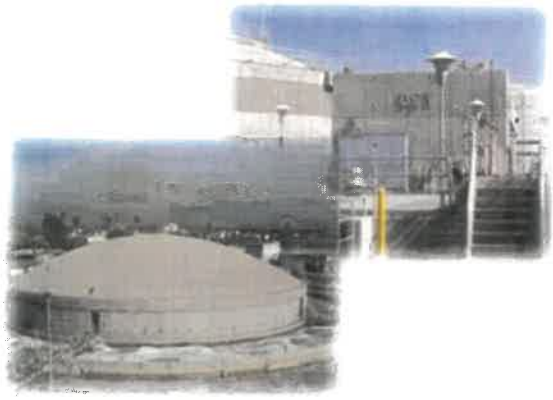
The Project Team led by John Robinson prepared a Recycled Water Master Plan for the City of Upland. We identified a list of potential recycled water customers and their demands, and used hydraulic modeling to size the required pipelines, pump stations, and reservoirs. Once the hydraulic model and proposed facilities were complete, our team performed an economic evaluation to

determine the cost effectiveness of the proposed satellite facilities, as well as ranking and phasing the satellite facilities with the highest potential rate of return.

The economic evaluation included cost estimating, hydraulic modeling to evaluate the effect of not installing certain facilities, and development of recommended phasing. The project resulted in a phased recommendation for expanding the recycled water system. The Project Team also developed a recycled water ordinance, recycled water design standards, and a guidebook to customer connections for the City.

Recycled Water Program Implementation

San Bernardino Municipal Water Department, San Bernardino, CA



Project Team – Tom Holliman

Summary

TRHA is currently supporting the City's Clean Water Factory Program by providing technical support and project management services. The Clean Water Factory Project will provide tertiary and advanced treatment to the secondary effluent currently being discharged by the City from their regional treatment plant. TRHA recently completed RFP's for Phase 2 - 5 MG Tertiary Treatment, and Phase 3 – 0.5 MGD Advanced Water Purification Plant. In addition to preparing the RFP's TRHA conducted the pre-proposal meeting, prepared addendum, reviewed the final proposals and recommendations for award. TRHA will provide direct support during the design phase for both projects. Total estimated design fee for both projects is approximately $4,000,000. The project will increase reliability and efficiency of the City's water system.

Recycled Water Program Implementation

Inland Empire Utilities Agency, Chino, CA

Project Team – Tom Holliman, John Robinson

Summary

TRHA served as the Recycled Water Coordinator/Program Manager for the implementation of IEUA's Three Year Recycled Water Business Plan. Work included identifying recycled water customers, developing site specific conversion plans, preparing engineer's reports, onsite recycled water supervisor training, interfacing with member agency staff, developing conversion cost estimates,

and monitoring recycled water demand. The largest users were the Cities of Chino, Chino Hills, Ontario, and the Cucamonga Valley Water District.

Scope of Work

TRHA is proposing the following scope of work to complete the Recycled Water Program Implementation Facilitator Services. It is based on the scope of work in the City of Beaumont's (City's) RFP and includes a detailed description of the intended methodology and work plan to be utilized in addressing the scope of work.

Per the City's request, a detailed Fee Proposal is included in a separate sealed envelope. It details cost per task and project staff discipline.

SECTION III – SCOPE OF SERVICES

A. General

The intent of the Request for Qualifications (RFQ) is to secure the services of qualified professional engineering consultants to act as a Recycled Water Program Implementation Facilitator who will work with the anticipated program partners which include the City of Beaumont, the Beaumont-Cherry Valley Water District, and the San Gorgonio Pass Water Agency. We understand that TRHA, when selected to provide professional consulting engineering services necessary to facilitate and manage the needs wants and vision of each of the three partner agencies, will collect and review available information and data and meet separately with partner agency Staff and 3x2 committee members.

Based upon those meetings, TRHA will prepare a technical memorandum detailing initial concepts of reasonable recycled water implementation options which may be available to the partner agencies and outlining the implementation options and associated program level schedules of completion of anticipated tasks and associated program level budget costs.

This work would then be used to define and negotiate a scope of services for addition by addendum to the proposed contract.

TRHA will be proactive and knowledgeable of all regulations required for project acceptance. TRHA will function as an advisor, advocate, and produce a product with the best interest intended for the project partners (City, BCVWD, and SGPWA) within the required schedule and budget.

All work and recommendations will be done in conformance with applicable Local, State, and Federal laws, as well as Beaumont Groundwater Basin Adjudication requirements and rules & regulations. All documents shall be prepared under the responsible direction and supervision of appropriate TRHA state licensed/registered professionals.

A. Detailed Scope of Service

The following Scope of Services is provided as a framework and is intended to identify the project partners (City, BCVWD, and SGPWA) expectations and requirements. Once the background materials are reviewed and preliminary concepts are developed, and initial meetings are conducted TRHA may propose to expand or reduce tasks or propose additional work to accomplish the goals of the three agencies.

Task 1 – Initial Facilitation Meeting with Three Partner Agencies

TRHA will attend three (3) separate meetings with each of the three partner agencies for a total of nine (9) meetings.

TRHA will meet with the City of Beaumont, Beaumont-Cherry Valley Water District, and San Gorgonio Pass Water Agency to gain an understanding of each agency's needs, desires, and vision for the effective implementation of recycled water in the City of Beaumont and Beaumont-Cherry Valley Water District's Sphere of Influences, as well as those sphere areas that coincide with the San Gorgonio Pass Water Agency's Sphere of Influence.

Task 2 – Data Collection and Review

TRHA will, as a minimum, collect, compile, and review the following minimum data sets and information:

- City of Beaumont Wastewater Master Plan, AKEL Engineering Group (2021)
- City of Beaumont Recycled Water Reuse Strategy Report, Hunt Thornton Resource Strategies, LWA, Todd Groundwater (2022)
- City of Beaumont Feasibility Study for WWTP Expansion & Salt Mitigation, Albert A. Webb and Associates and Aqua Engineering (2016)
- City of Beaumont Salt Mitigation Upgrade Project (WWTP plans and specifications) (2018)
- City of Beaumont Maximum Benefit Monitoring Program Annual Report(s) (latest edition) for the Beaumont and San Timoteo management Zones and reference information listed in said report(s)
- City of Beaumont NPDES Permit (existing and draft permits) Order No. RS-2015-0026, NPDES NO. CA01 05376 Waste Discharge Requirements and Master Reclamation Permit for the City of Beaumont Wastewater Treatment Plant Riverside County
- RWQCB SAR Resolution R8-2014-0005
- BCVWD Potable Water Master Plan (2016)
- BCVWD Non-potable Water Master Plan (2022) Draft
- BCVWD 2020 Urban Water Management Plan and Water Supply Contingency Plan (2021)
- BCVWD Geohydrologic Investigation Noble Creek Artificial Recharge Study (2002)
- BCVWD Noble Creek Recharge Facilities Phase I and II Project (plans and specifications, where available) (2006 and 2014)
- RCFC&WCD Beaumont MDP Line 16, Stage 50 Recharge Basin Feeder plans and specifications (2021)
- SGPWA Beaumont Avenue Recharge Facilities Project (plans and specifications) (2019)
- SGPWA 2020 Urban Water Management Plan
- Beaumont Basin Watermaster Information

(https://beaumontbasinwatermaster.org)

- Judgement Pursuant to Stipulation Adjudicating Groundwater Rights in the Beaumont Basin, February 4, 2004 (amended March 14, 2019)
- Beaumont Basin Watermaster Rules and Regulations, latest Amendments
- Resolutions of the Beaumont Basin Watermaster
- Annual Reports of the Beaumont Basin Watermaster
- Engineer Reports of the Beaumont Basin Watermaster
- Meeting Agendas for the Beaumont Basin Watermaster (as necessary)

TRHA expects that staff from the three agencies will provide the information listed above. TRHA will only review those documents listed above in the scope of Task 2.

Task 3– Ongoing Project Facilitation Meeting Attendance and Support

1. TRHA will meet with the 3x2 Committee; assume one meeting per month for a duration of 2.5 hours. Anticipate that City, BCVWD, and SGPWA Staff and consultants may be present to answer questions about their existing systems. TRHA will address recycled water questions from the City, BCVWD, and the 3x2 Committee. TRHA will coordinate with City, BCVWD, and SGPWA Staff and the 3x2 Committee for agenda topics. TRHA will prepare supporting documentation and presentation material in anticipation of each meeting. Based on the agenda items received, TRHA will provide a meeting agenda two working (2) working days prior to the meetings.
2. TRHA will prepare minutes of each meeting, including any Technical Memoranda, responding to questions from the 3x2 Committee or City, BCVWD, and SGPWA Staff. Meeting minutes will be provided to all attendees electronically within five (5) working days of each meeting.
3. TRHA will meet with the 3x2 Committee, BCVWD Staff, and City Staff (individual kick-off meetings) to understand the system operation, facilities, constraints, and the concerns of the participants.
4. At the first meeting of the 3x2 Committee TRHA will present options and alternatives along with advantages and disadvantages, potential risks and liabilities, and rough order of magnitude costs for the recycled water options. Include a schedule of implementation (time and steps) for each alternative. This would be based on TRHA's review of existing reports and the individual meetings with the 3x2 Committee and the Agency staffs.
5. TRHA will continue meeting with the 3x2 Committee refining alternatives, risks and liabilities, costs, etc. until a program of implementation has been

agreed to. Anticipated six (6) meetings of 2.5 hours.

6. TRHA will update the schedule of implementation and budgetary costs to reflect the adopted plan.
7. TRHA will assist the 3x2 Committee, BCVWD and City legal counsels to develop contract language for the purchase of recycled water and the equitable distribution of risk and liabilities.

Task 4 – Preparation of Technical Memorandum Presenting Recommended Conceptual Plan and Associated Options for Recycled Water Implementation

TRHA will prepare Technical Memorandum that will define elements of the Recycled Water Implementation program Conceptual Plan based on collaboration with the Project Team (City, BCVWD, and SGPWA). In order to define the final implementation program, a Conceptual Plan shall be developed as part of said work which would be intended to define recycled water implementation recommended option(s) and recommendation(s) based upon completion of Task's 1, 2 and 3 above.

Task 5 –Prepare Addendum for Contract for Additional Services Based upon Conceptual Plan for Recycled Water Implementation

- Develop a detailed scope of work based upon the approved Conceptual Plan for Recycled Water Implementation that will define elements of the Recycled Water Implementation program based on collaboration with the Project Team (City, BCVWD, and SGPWA).
- The proposed contract addendum for additional contract services will be set forth based on the general elements set forth under Section II – Proposal Elements and will include a cost proposal that identifies the original proposal fee schedule, and hourly billable costs for the itemized Scope of Services. All hourly fee schedules will be based on TRHA's current fee schedule rates and will be fixed for the duration of the contract. The costs proposal will clearly identify the estimated man-hours by classification and expenses required for each task, separated by team members, including all subcontractors and contractors required to complete the Scope of Services.

VALUE ADDED RELATED SERVICES

TRHA has identified additional related services that the City has not specifically identified in this RFP to accomplish the stated goals of this RFP. TRHA recognizes that the value-added related services may or may not be incorporated in the agreement.

VAS 1 – On-call Funding Assistance

We can assist the City in meeting with funding agencies, filling out funding

applications, and answering questions. This can speed the approval process and/or assist in obtaining additional funding.

VAS 2 – CEQA Clearance

TRHA has the capability to develop and assist with California Environmental Quality Act (CEQA) clearance. We have prepared Mitigated Negative Declarations for recycled water systems.

VAS 3 – Preliminary Design

TRHA has the capability to develop and perform a preliminary design on the recycled water facilities and customer conversions.

VAS 4 – Division of Drinking Water Engineering Reports

TRHA has the capability to develop the Engineering Reports that will be required for each industrial/commercial site.

VAS 5 – Pre-conversion and Post Conversion Cross Connection Testing

TRHA has AWWA and USC certified Cross Connection Control Program Specialists who can perform the pre-conversion and post conversion cross connection testing.

VAS 6 – Recycled Water Users Manuals and Onsite Supervisor Training

TRHA has the capability to develop recycled water user's manuals for the maintenance personnel at each site. In addition, TRHA can provide Onsite Supervisors Training courses for site personnel.

VAS 7 – Direct Injection vs. Surface Spreading

TRHA can initiate a meeting with the Regional Water Quality Control Board, BCVWD, and Pass Agency, regarding the potential for direct injection in the Beaumont Basin with ASR wells. This would include identifying additional treatment requirements, injection points, and planning level implementation schedule.

Thomas Holliman, PE – T.R. Holliman and Associates, Inc.

Project Manager

Summary

Thomas Holliman was chosen as Project Manager due to his more than 40 years of experience in recycled water planning, design, construction, and operations. Tom developed the first color-coding system for reclaimed and non-potable systems and the coordinated the creation of purple plastic pipe. He was a Principal Author and Team Leader for the development of the "Manual of Practice on How to Develop a New Water Reuse Program, WateReuse Association, 2009", and he the current Past President, Inland Empire Chapter, WateReuse Association, and Past Chairman of the AWWA CA/NV Section Recycled Water Committee.

Education

- BS, Civil Engineering, University of Southern California
- MBA, Business Administration, University of California, Irvine

Licenses

- Professional Engineer (Civil) – CA
- AWWA/USC Cross Connection Control Program Specialist

Years of Experience

- 40

He has received several WateReuse Awards including; WateReuse Special Project Award, 2015 – Use of Recycled Water for Making Hockey Ice at Citizens Business Bank Arena, Ontario, CA, WateReuse Association Special Award of Merit, and the California Water Awareness Program, 1997 Water Efficiency Award, Industrial Division for the use of Recycled Water for Ground Subsidence in Long Beach, CA, and WateReuse Association California Section Special Project of the Year of this project in 1992 for the first use of Recycled Water for Toilet and Urinal Flushing in a High-rise Office Towers.

He is President/Managing Engineer of T.R. Holliman and Associates, Inc. which provides planning and municipal engineering services. Mr. Holliman has also previously served as Assistant General Manager/District Engineer for the Water Replenishment District of Southern California (WRD), Director of Engineering and Planning/Chief Engineer for the Long Beach Water Department, and Engineering and Operations Manager for the East Valley Water District, Highland, CA, and Principal Engineer for the Irvine Ranch Water District.

Relevant Project Experience

Project Manager, Recycled Water System Management and Development, Castaic Lake Water Agency, Santa Clara, CA.

Completed multiple recycled water program assignments for the Castaic Lake Water Agency. These included a *Recycled Water Program Implementation Guidelines Engineering Road Map* which consisted of a road map to assist CLWA in the implementation of new water reuse projects and addressing challenges to overcome, such as engineering, planning and construction, finance, public outreach, operations, regulatory compliance and health protection, organizational and institutional issues, and political constraints and opportunities. A *Recycled Water Pre-Conversion Evaluation Project* which focused on the preparing a pre-conversion feasibility study for four major retrofit sites. The project included gathering information from site investigations and evaluations in addition to identifying any fatal flaws to the conversion of any of the four sites from domestic water to recycled water. The report evaluated the impact of the proposed recycled water

quality on the plant materials and provided recommendations for any necessary modifications to the irrigation systems and replacement of certain plants that may be significantly affected by recycled water. Finally, the work included a *Recycled Water Master Plan Update* that included identifying the total potential recycled water demand through multiple potential landscaping, park, and school conversions. Recycled water system alternatives were produced using all previous information that would develop a distribution system which would deliver recycled water to the various use sites with the most cost-effective way.

Project Manager, GREAT Project, Phase IB, City of Oxnard, CA

Provided full technical and adminstrative support for the on-site recycled water conversions for the City of Oxnard's Groundwater Recovery Enhancement and Treatment (GREAT) Program. This work consisted of identifying commercial/industrial, landscape irrigation, schools, parks, and golf course irrigation conversion opportunities. After identifying the users, conducted user interviews, mapped all the use sites, developed a Master Engineer's Report for all the landscape irrigation sites, and individual reports for the schools, River Park Development, and the River Ridge Golf Course. Conversion plans were developed for all the parks and schools adjacent to the recycled water pipelines.

Project Manager, Recycled Water Feasibility Study, City of Lompoc, CA

Developed a recycled water feasibility study to determine where there are opportunities for recycled water use by the City. The report determined what barriers existed to implementing a recycled water system, and developed a cost/benefit analysis. The study identified pertinent regulatory requirements, performed a market assessment of potential customers and demand estimates, analyzed recycled water supply availability and quality, prepared system alternatives, included cost/benefits for each option, and provided recommendations and further analysis needs.

Project Manager, Recycled Water System Coordination, Inland Empire Utilities Agency, Chino, CA

Recycled Water Coordinator/Program Manager for the implementation of IEUA's Three Year Recycled Water Business Plan. Work included identifying recycled water customers, developing site specific conversion plans, preparing engineer's reports, onsite recycled water supervisor training, interfacing with member agency staff, developing conversion cost estimates, and monitoring recycled water demand.

Project Manager, East Pomona Recycled Water Feasibility Study, City of Pomona, CA

Prepared of a recycled water retrofit feasibility study for eastern Pomona. This work included identifying all potential recycled water customers, developing alternative facility alignments, creating a hydraulic model of the proposed recycled water system, developing the preferred alternatives, preparing cost estimates for each alternative and combining all the information into a comprehensive report with recommendations.

John Robinson – John Robinson Consulting, Inc.

Principal Planner

Summary

John Robinson was chosen as Principal Planner due to his 16 years of environmental engineering experience focused exclusively on water reclamation and wastewater master planning projects and engineering for municipalities in California and Arizona. He has been involved in feasibility/master studies and planning, technology evaluation and recommendations, preparation of study and design reports, as well as process and mechanical design for new water reclamation and wastewater facilities and expansion of existing facilities. He has provided reclamation system computer hydraulic modeling and has been intimately involved with regulatory agencies with permitting jurisdiction over recycled water projects.

Education

- BS, Civil Engineering, California State University – Long Beach
- USC Cross Connection Control Program Specialist

Years of Experience

- 20

Relevant Project Experience

Project Manager, Recycled Water Implementation Plan and Recycled Water Program, Inland Empire Utilities Agency (IEUA), CA. Mr. Robinson led the development of IEUA's Recycled Water Implementation Plan. The TRHA Team developed the overall project approach and methodology, coordinated project tasks with IEUA, and provided the technical content of the report. As part of the approach, a 10-year implementation plan was developed based on hydraulic modeling performed in InfoWater. After the completion of the Implementation Plan, he managed the design of 10 miles of recycled water pipelines, two pump stations, and two reservoirs.

Project Manager, Recycled Water Program - Whittier Narrows Water Recycling Project Phase IIA-Pipeline and Pump Station, Upper San Gabriel Valley Municipal Water District (USGVMWD), CA. Mr. Robinson oversaw the expansion of the USGVMWD's recycled water system. The facilities for the project include a pump station and reservoir at the Sanitation Districts of Los Angeles County's Whittier Narrows Water Reclamation Plant and approximately 18,000 linear feet of pipeline.

Technical Advisor, Recycled Water Demonstration Study, City of Anaheim, CA. Mr. Robinson provides oversight for the design of the water reclamation facility for the City of Anaheim. The City of Anaheim provides 75,000 acre-feet/year of potable water to approximately 350,000 people within a 50-square mile area. To augment City's water supply, a state-of-the-art, decentralized water recycling demonstration facility is to be built adjacent to City Hall. The facility will produce water that meets Title 22 water quality requirements of California DPH.

Technical Advisor, Recycled Water Facilities Planning Report, City of Santa Paula, CA. Mr. Robinson provides guidance during the development of a facilities planning report for a planned recycled water system. The purpose of this project is to reduce the City's demand on the groundwater basin, allowing the City to expand both within and beyond the City limits. This report was developed to identify the details such as pipeline alignments, reservoir storage volumes, pumping conditions, and operational conditions of the proposed system.

Dave Bachtel, PE – Bachtel Wastewater Engineers

Wastewater Treatment Plant Evaluation

Summary

Dave is President of Bachtel Wastewater Engineers where he provides high value engineering based on 40 years in the industry to clients of all sizes. Dave worked for 30 years with the Los County Sanitation Districts where he most recently was Division Engineer responsible for wastewater treatment plant design. Dave has participated in facilities planning, preliminary design, final design and engineering support for construction for more than 80 projects ranging from under $1 million to more than $150 million. He has been involved with research, operations, planning, procurement, design, value engineering, construction support, construction management, start-up and operation of pump stations, head works, odor control, primary treatment, secondary treatment, disinfection, solids processing facilities including sludge thickening, dewatering centrifuges, belt filter presses and plate and frame filter presses, anaerobic digestion, gas clean up, power generation, sludge dewatering, conveying storage, drying, combustion and composting, in addition to design of entire treatment plants. He is familiar with plant upgrades to tertiary and advanced treatment, including DDW Title 22 requirements.

Education

- Master of Science, Sanitary Engineering (MS Sanitary Engineering), Virginia Polytechnic Inst St U 1
- Bachelor of Science, Environmental Technology (BS Environmental Technology), Cornell University

Licenses

- Professional Engineer (Civil) – CA
- American Academy of Environmental Engineers

Years of Experience

- 40 Years

Relevant Project Experience

Valenica Water Reclamation Plant Stage IV and Expansions, Santa Clarita, CA

Project Manager for expansion of Valencia Water Reclamation Plant (VWRP) from 7.5 mgd conventional tertiary treatment to 21.6 mgd nitrified/denitrified tertiary capacity in two phases of hydraulic expansion and two phases of solids processing capacity encompassing six contracts totaling $80 million. Facilities added included influent pump station expansion, primary sedimentation tanks, including sludge pumping, primary effluent flow equalization, process air compressors aeration tanks and final clarifiers incorporating the Modified Ludzack-Ettinger NDN process, return activated sludge pumping, pressure filtration, filter backwash equalization, chlorination, chlorine contact tanks, de-chlorination, dissolved air flotation of WAS, anaerobic digestion, digested sludge storage, plate and frame filter press digested sludge dewatering, filtrate nitrification utilizing return activated sludge, dewatered cake storage, digester gas pretreatment, power generation, steam boilers, and flood/erosion protection walls. Portions of the project were initially designed by a consultant for conventional activated sludge but required re-scoping and redesign because of changing effluent discharge requirements. As project manager, Dave oversaw consulting work and subsequent in-house re-design to maintain the capacity of the plant expansions and was liaison with SWRCB for loan funding. A major challenge was coordinating construction with the conversion of a second upstream treatment plant (Saugus) to NDN on the same tight schedule as the Valencia plant, all while treating existing flows and maintaining a minimum discharge to the adjacent river continuously. Other challenges included poor subsurface

soil conditions with high groundwater and the need to perform construction in a riverbed occupied by endangered fish species.

Wastewater Treatment Plant Improvements Project, Brawley, CA

Project/Design Manager from planning through start-up and process optimization for a $24,000,000 wastewater treatment plant upgrade from aeration ponds to full secondary treatment with nitrification for the 5.9 mgd WWTP. Project included influent flow equalization for partial combined sewer system with extremely high peak storm flows. Project included construction of three Biolac® aeration basins with circular clarifiers, compressor station, distribution structures and return sludge pumping and distribution, waste sludge pump station, sludge gravity thickener, centrifuge dewatering and Class A biosolids production in a Parkson Thermosystems® solar greenhouse dryer. The project was the San Diego Chapter of APWA Wastewater Project of the Year in 2012 and San Diego Chapter ASCE Wastewater Silver project of the Year, 2013.

Holtville Wastewater Treatment Plant Improvements, Holtville, CA

Project Manager for planning, detailed design and construction management for a 1 mgd wastewater treatment plant upgrade from trickling filters to extended aeration. Processes include headworks, Biolac ® extended aeration with floating aeration system, integral secondary clarifiers, sludge thickening, and drying beds. The facility preliminary and final design was performed in six months to meet a Cease and Desist Order. Funding was coordinated with several different sources.

Joint Outfall System 2010 Master Facilities Plan, Los Angeles County Sanitation Districts

Dave was a project manager for the design input to the master facilities planning for the Sanitation District's 400 MGD Joint Water Pollution Control Plant for its conversion from partial to full secondary treatment. He was responsible for the inlet works, grit chambers, advanced primary treatment, primary sludge collection, waste activated sludge thickening, blended sludge anaerobic digestion, sludge dewatering, dewatered cake storage and cake load-out. Duties included process evaluation, selection and sizing and facility lay-out. Responsibilities included creation of consensus with the Operations staff regarding process recommendations, developing an implementation plan and interfacing with the State Water Resources Control Board to procure State Revolving Loan Funds. A series of 18 contracts totaling over $400 million was developed to achieve implementation of full secondary treatment within the time allotted by a court approved consent decree. Subsequently, Dave directly managed detailed design and construction support for eight of those contracts. Five of the contracts were designed in-house and three by outside consultants which he managed.

G. Clayton Tuckfield, PE – Tuckfield & Associates

Recycled Water Rate Development

Summary

Clayton is President and Principal Consultant of Tuckfield & Associates where he provides utility rate and capacity charge consulting services. Clayton has managed or been directly involved in publicly owned utility financial services for over 30 years. Since 1985, Mr. Tuckfield has used innovative methods combined with time-tested strategies to assist municipalities and special districts in achieving their financial goals. Clients have included public utilities, state and county governments, municipalities, and public districts. Prior to forming Tuckfield & Associates, Clayton served Black & Veatch Corporation for nearly 15 years in their Management Consulting Division. Mr. Tuckfield has worked with numerous cities and special districts in California and has written papers and articles for AWWA (American Water Works Association) and California Special Districts Association (CSDA) and has conducted a webinar for CSDA regarding financing projects with USDA funding.

Education

- Master of Business, Finance (MBA), University of Kansas
- Bachelor of Mechanical Engineering (BSME), Kansas State University

Licenses

- Professional Engineer (Mechanical) – KS

Years of Experience

- 32 Years

Relevant Project Experience

Water Rate Study, City of Buena Park, CA

Tuckfield & Associates completed a water financial plan and rate study for the City of Buena Park in 2016 and was engaged again by the City for preparation of a financial plan for a revenue bond issue in 2017. The rate study scope of work included (1) preparing a long-range financial plan that includes assessment of current revenues to meet the current and future obligations of the water fund, establishing operating and capital reserve policies, and incorporating financing of the proposed capital improvement program (CIP) spending plan and (2) design of an appropriate rate structure that complies with Proposition 218.

Three financial plan alternatives were prepared and discussed with City Staff that funded the same CIP but with various combinations of cash, bond financing, and annual revenue increases. The cost of service and rate portion of the study included a review and justification of the City's current rate structure and rates and preparing two-tiered rate structure alternatives. The rate structures addressed the recent San Juan Capistrano court decision regarding conservation rates by preparing a new tiered rate structure to replace the current conservation rate structure while also developing a uniform volume rate structure for all customers. The rates were adopted by city council.

Recycled Water Rate Study, Mesa Water District, Costa Mesa, CA

Tuckfield & Associates performed a Recycled Water Rate Study for Mesa Water District in 2016. The study included several tasks to establish the cost of providing service to the water system and the recycled water system. The District's combined budget was reviewed and through discussions with District staff, the expenses and capital projects were separated and assigned to the water system and the recycled water system. A financial plan was developed for the recycled water

system identifying necessary revenue increases to meet recycled water obligations and policy required reserves. The financial plan was followed by a cost of service analysis that established cost responsibility from fixed and variable charges. Fixed costs were recovered from fixed charges based on the size of recycled meter installed on the customer premises and a uniform volume charge was established to recover the commodity cost. Rates were adopted by the District Board.

Water and Wastewater Rate Study, City of Loma Linda, CA

Tuckfield & Associates completed a water and wastewater rate study for the City of Loma Linda in 2014. The study identified a sewer fund budgeting problem that was causing an annual deficit that was not previously identified. The problem was discussed with City staff and the budget was corrected. This resulted in the need for higher wastewater rate increases than expected.

Several rate scenarios were discussed with city staff that evaluated the impact of budget constraints and the delay of capital improvements to future years. In both the water and sewer funds, the fund balances were below city policy target levels. Rate increases for both utilities included rebuilding fund balances, cure annual deficits, meet O&M escalation, pay for future debt service, and fund annual repair and replacement expenditures. Water and wastewater rates were adopted by the City Council.

Water and Wastewater Rate Study, City of Ventura, CA

Tuckfield & Associates completed water and wastewater rate studies for the City of Ventura that spanned 20-years, continuing a relationship with the city from 1990 to 2010. Mr. Tuckfield conducted the initial study and subsequent studies over that timeframe. During that period, the city managed to construct over $200 million in water and wastewater capital improvements, all while maintaining reasonable increases in water and wastewater rates. Mr. Tuckfield also developed water conservation rates using inverted rate blocks for residential customers while establishing separate rates for non-residential customers, including large industrial users.

Ben Pak, Ben Pak and Associates, Inc.

Project Engineer, GIS Mapping and Groundwater Evaluation

Education

- BS, Mechanical Engineering, Applied Ecology, University of California, San Diego

Years of Experience

- 30

Summary

Ben Pak was chosen for GIS Mapping and Groundwater Evaluation due to his experience with recycled water infrastructure and his overall expertise in master planning in the water and recycled water sectors. Mr. Pak has over 30 years of engineering experience in water, recycled water, wastewater, and groundwater recharge projects, involving the supervision and coordination of the planning, design, and construction of recycled water pipelines and facilities. He also has extensive experience in hydraulic modeling and planning and evaluating potable water, recycled water, and sewer systems.

Relevant Project Experience

Project Manager, Great Oaks Water System Hydraulic Model, Great Oaks Water Company, San Jose, CA.

Built and calibrated the hydraulic model that simulated Great Oaks Water Company's entire water system using the existing water GIS data. Allocated existing demands by geocoding billing data to street addresses or assessor parcel numbers; allocating demands to the closest junction or pipe. Established diurnal demand patterns based on field data. Performed Extended Period Simulations (EPS) on the final system verify performance.

Project Manager, Water and Sewer Model Updates, East Valley Water District, Highland, CA.

Managed water and sewer model for a master plan updates. Created and ran various scenarios for new development areas.

Project Engineer, East Pomona Recycled Water Feasibility Study, Inland Empire Utilities Agency, Chino, CA.

Created and calibrated a hydraulic model that simulated recycled water demands for the East Pomona service area and created network simulations to maximize recycled water use. Allocated existing demands by geocoding billing data to street addresses or assessor parcel numbers; allocating demands to the closest junction or pipe.

Project Engineer, Recycled Water System Management and Development, Inland Empire Utilities Agency, Chino, CA.

Completed and implemented the Water and Sewer Master Plan utilizing the computer modeling. Developed and implemented a recycled water customer database and GIS (Geographical Information System), which enhanced the management of customer and usage information. Managed the hydraulic models for future expansion and daily operations. Coordinated with the local water agencies and Southern California Metropolitan Water District to draft the regional Urban Water Management Plan of 2000 and 2005. Established potential recycled water customer site selection, proposed the alignment of recycled water pipelines, defined design criteria, and completed the initial planning and feasibility study.

T.R. HOLLIMAN
& ASSOCIATES

September 19, 2022

Mr. Jeff Hart, Director of Public Works
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Subject: Proposal for Recycled Water Program Implementation Facilitator Services for the City of Beaumont

Dear Mr. Hart,

The T.R. Holliman and Associates, Inc. (TRHA) Team is pleased to submit this fee proposal to provide Recycled Water Program Implementation Facilitator Services. We understand the City's desire to move forward with City's recycled water supply in conjunction with the Beaumont Cherry Valley Water District and San Gorgonio Pass Water Agency. Our total to exceed fee for accomplishing the preparation of the recycled water use analysis is an amount not-to-exceed ~~$172,000~~. $149,600

We are confident that our talented team will facilitator services with the utmost quality and service and within the proposed budget. Should there be any questions, please feel free to contact me, Project Manager, and designated point of contact, at (909) 573-6802 or at trholliman@gmail.com.

Sincerely,
T.R Holliman and Associates, Inc.

Thomas R. Holliman, PE
President/Managing Engineer

3543 Citrus Street, Highland, CA 92346 (909) 573-6802 trholliman@gmail.com

City of Beaumont Recycled Water Program Implementation Facilitor Services

Not-to-Exceed Fee

9/16/2022

Task	Project Tasks	Tom Holliman, PE Project Manager	John Robinson Principal Planner	Dave Bachtel, PE Wastewater Treatment Plant Evaluation	Clayton Tuckfield RW Rate	Ben Pak GIS Mapping/ Groundwater Evaluation	Sr. Admin. Support	Total Hours	Total Labor	ODCs	TOTAL FEES
	Hourly Rate	$210	$170	$180	$175	$140	$110				
1.0	**Initial Facilitation Meeting with Three Partner Agencies**										
	a. City of Beaumont (3 meetings) - 5 hrs/mtg	15	15				6	36	$6,360		$6,360
	b. BCVWD (3 meetings) - 5 hrs/mtg	15	15				6	36	$6,360		$6,360
	c. SGPWA (3 meetings) - 5 hrs/mtg	15	15				6	36	$6,360		$6,360
2.0	**Data Collection and Review**										
	Review twenty (22) documents	~~120~~ 80	~~120~~ 80	~~80~~ 40			24	~~344~~224	$40,240 ~~$62,640~~	$100	$40,340 ~~$62,740~~
3.0	**Ongoing Project Facilitation Meeting Attendance and Support**										
	3.1 Meet with 3X2 Committee (4.5 hrs/mtg)	4.5	4.5				1	10	$1,820		$1,820
	3.2 Prepare agenda, tech memos, and meeting minutes	16					6	22	$4,020	$100	$4,120
	3.3 Initial Kickoff meeting with each agency (3 meetings)	15	15				1	31	$5,810		$5,810
	3.4 Prepare options/alternatives with planning level estimates and schedule	40	40	24	24	80	16	224	$36,680	$200	$36,880
	3.5 Ongoing meetings with 3x2 Committee (six meetings)	30					12	42	$7,620		$7,620
	3.6 Update implementaiton schedule	8	16					24	$4,400		$4,400
	3.7 Assist in development of interagency contract language	24	24				8	56	$10,000		$10,000
4.0	**Prepare Technical Memorandum of Recommended Conceptual Plan**										
	Prepare technical memorandum	16	16	8	8	24	8	80	$13,160	$200	$13,360
5.0	**Prepare Addendum for Contract for Additional Services Based upon Conceptual Plan for Recycled Water Implementation**	16	16					32	$6,080		$6,080
											$0
	Subtotal	334.5	296.5	112	32	104	94	973	$ 171,310	$ 600	$171,910
	Total Not-to-Exceed Fee										~~$172,000~~

NTE $149,600

Staff Report

TO: City Council

FROM: Elizabeth Gibbs, City Manager

DATE October 4, 2022

SUBJECT: **Discussion on Cancelling the Regular City Council Meeting Scheduled for January 3, 2023**

Background and Analysis:

The first regular meeting of the City Council in 2023 falls on January 3, 2023, the day after two City-recognized holidays (Friday, December 30th and Monday, January 2nd).

Because of the timing of the January 3rd meeting and the lack of scheduled discussion items, it may be prudent to cancel the regular meeting of the City Council scheduled for January 3, 2023.

Fiscal Impact:

City staff estimates the cost to prepare this report to be $50.00.

Recommended Action:

Discussion and direction to cancel the regular City Council meeting of January 3, 2023.