



CITY COUNCIL CLOSED & REGULAR SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, May 18, 2021

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 will be made in the City Council Chambers.

CALL TO ORDER

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

Public Comments Regarding Closed Session

- 1. Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2) - Three Claims**
- 2. Conference with Legal Counsel Regarding Existing Litigation-Pursuant to Government Code Section 54956.9(d)(1) City of Beaumont v. Urban Logic Consultants, Inc. et. al RIC 1707201 c/w RIC1712042**
- 3. Conference with Labor Negotiators - Pursuant to Government Code Section 54957.6 City Designated Representatives City Manager Todd Parton and Administrative Services Director Kari Mendoza. Employee Organizations: Beaumont Police Officers Association and SEIU**

Adjourn to Regular Session

REGULAR SESSION - 6:00 PM

CALL TO ORDER

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

Report out from Closed Session
Action on any Closed Session Items
Action of any Requests for Excused Absence
Pledge of Allegiance
Approval / 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. Ratification of Warrants

Recommended Action:

Ratify warrants dated:
March 25, 2021
April 1, 2021
April 8, 2021
April 15, 2021

2. Approval of Minutes

Recommended Action:

Approve minutes dated May 4, 2021.

3. Accept Performance and Payment Bonds and Security Agreements for Tri Pointe Homes IE-SD, Inc., for Street Improvements along Cherry Avenue, from Mary Lane to Brookside Avenue, within the Sundance Specific Plan

Recommended Action:

Accept Performance and Payment Bonds and Security Agreements for Tri Pointe Homes IE-SD, Inc., for Street Improvements along Cherry Avenue, from Mary Lane to Brookside Avenue, within the Sundance Specific Plan.

4. FY2021 General Fund and Wastewater Fund Budget to Actual through April 2021

Recommended Action:

Receive and file the attached reports.

5. Second Reading of a Proposed Ordinance to Update the Local Development Mitigation Fee (LDMF) for Funding the Preservation of the Natural Ecosystems in Accordance with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP)

Recommended Action:

Waive the second full reading and approve by title only, "An Ordinance of the City Council of the City of Beaumont to Update the Local Development Mitigation Fee for Funding the Preservation of Natural Ecosystems in Accordance with the Western Riverside County Multiple Species Habitat Conservation Plan."

6. Declaration of Surplus Property and Request for Disposal of Remaining Pool Inventory Items

Recommended Action:

Approve the disposal of identified City surplus property.

PUBLIC HEARINGS

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

ACTION ITEMS

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

7. City Council Authorization to Proceed with Annexation of City Owned Property Assessor Parcel Number 417-220-028 into the Beaumont Cherry Valley Water District

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont Authorizing the Annexation of City Owned Property Identified as Assessor Parcel Number 417-220-028 into the Beaumont Cherry Valley Water District Service Area."

8. First Amendment to the Professional Services Agreement with Lisa Wise Consulting for the Housing Element Update to include Standard Accessory Dwelling Unit (ADU) Plans and Objective Design Guidelines

Recommended Action:

Approve the First Amendment to the Professional Services Agreement with Lisa Wise Consulting for an increase of \$65,470 for the development of Standard ADU Plans and Objective Design Guidelines for a total revised contract amount of \$275,465 to be entirely paid through grant funding.

9. Purchase Order for Tolar Manufacturing, Inc. Not to Exceed \$55,825.28

Recommended Action:

Approve a purchase order to Tolar Manufacturing in an amount not to exceed \$55,825.28.

10. Highland Springs Interchange Project Update and Recommendation for Approval of the First Contract Amendment Authorizing the Project Approval and Environmental Document Phase (PA/ED)

Recommended Action:

Receive and file the Highland Springs Project update, and Authorize the Mayor to execute Amendment No. 1 to the Cooperative Agreement between RCTC, the City of Banning, and the City of Beaumont to include the project approval and environmental document phase.

11. Direction to City Staff for the Conceptual Street Vacation of Veile Avenue Between Luis Estrada Road and Sixth Street

Recommended Action:

Direction to City staff for the conceptual street vacation of Veile Avenue between Luis Estrada and Sixth Street.

12. FY2021 COPS/Equipment Replacement/Equipment Internal Service Fund Budget Adjustments

Recommended Action:

Approve the proposed Citizen Option Public Safety budget adjustments in the amount of \$158,300, and
Approve the proposed Equipment Replacement and Equipment Internal Service budget adjustments in the amount of \$254,450.

13. Approval of Amendments to the City of Beaumont Investment Policy

Recommended Action:

Review the proposed revisions to the investment policy,
Approve the recommended modification to Section 8 – Indemnification, and any other modifications recommended by City Council, and
Adopt the amended Investment Policy.

14. City Attorney Invoices for the Month of April 2021

Recommended Action:

Approval of invoices in the amount of \$98,791.50.

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

15. List of Pending Litigation Against the City

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

COUNCIL REPORTS

- Santos
- Fenn
- Martinez
- White
- Lara

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, June 1, 2021, at 5:00 p.m., unless otherwise posted.

Beaumont City Hall – Online www.BeaumontCa.gov



WARRANTS TO BE RATIFIED

Thursday, March 25, 2021

Printed Checks	108677-108678	\$	525.28	Utility Account Refunds
	108615	\$	28,839.10	
	108616-108676	\$	330,832.25	FY 20/21
ACH	403-406	\$	1,233,649.75	
	A/P Total	\$	<u>1,593,321.10</u>	

Bank Draft	CalPERS	\$	47,516.78	742 Classic
		\$	44,235.20	743 Classic
		\$	19,001.70	27308 PEPRA
		\$	12,301.61	25763 PEPRA

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2020 - JUNE 30, 2021

SIGNATURE: *Bonnie J. Smith*
TITLE: CITY TREASURER

SIGNATURE: _____
TITLE: FINANCE DIRECTOR



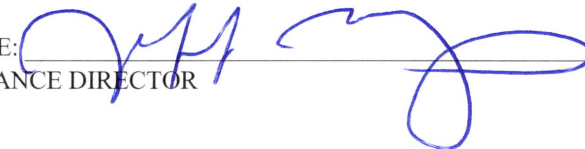
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SIGNATURE: _____
TITLE: CITY TREASURER

SIGNATURE:  _____
TITLE: FINANCE DIRECTOR



City of Beaumont, CA

Packet: APPKT01685 - 20210325 JM CHECKS

By Check Number

Vendor Number Payable #	Vendor Name Payable Type	Payment Date Payable Date	Payment Type Payable Description	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
Bank Code: APBNK-AP Bank						
2163 <u>233802</u>	COUNTY OF RIVERSIDE FIRE DEPART Invoice	03/25/2021 02/12/2021	EFT FIRE PROTECTION SERVICES	0.00 0.00	1,146,793.33 1,146,793.33	403
3229 <u>PD 03/12/21</u>	ICMA - RC Invoice	03/25/2021 03/25/2021	EFT EMPLOYEE CONTRIBUTION	0.00 0.00	4,911.22 4,911.22	404
2264 <u>PD 03/12/21</u>	SEIU Invoice	03/25/2021 03/18/2021	EFT UNION DUES	0.00 0.00	2,230.50 2,230.50	405
2295 <u>62707</u> <u>62708</u> <u>62709</u> <u>62711</u> <u>62712</u> <u>62713</u> <u>62714</u> <u>62715</u> <u>62718</u> <u>62719</u> <u>62723</u> <u>62724</u> <u>62725</u> <u>62726</u>	SLOVAK BARON EMPEY MURPHY & Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice	03/25/2021 03/02/2021 03/02/2021 03/02/2021 03/02/2021 03/02/2021 03/02/2021 03/02/2021 03/02/2021 03/02/2021 03/02/2021 03/02/2021 03/02/2021 03/02/2021	EFT LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	79,714.70 11,553.30 13,234.00 660.00 110.00 1,891.30 8,807.00 4,861.00 1,512.50 1,553.50 215.10 286.80 13,305.20 7,543.50 14,181.50	406
3523 <u>05286278</u>	72 HOUR LLC Invoice	03/25/2021 01/26/2021	Regular Non-Hybrid Administrative Unit 2021 For	0.00 0.00	26,360.46 26,360.46	108616
2582 <u>03/12/21</u>	AFTERMATH SERVICES LLC Invoice	03/25/2021 03/12/2021	Regular DEPT SUPPLIES	0.00 0.00	375.00 375.00	108617
2628 <u>3123</u> <u>3177</u> <u>3216</u>	AIRWAVE COMMUNICATIONS PALM Invoice Invoice Invoice	03/25/2021 12/08/2020 01/06/2021 01/18/2021	Regular ERICA SUPPLIES ERICA SUPPLIES ERICA SUPPLIES	0.00 0.00 0.00 0.00	521.50 158.24 293.05 70.21	108618
3849 <u>19553-14</u> <u>19553-15</u> <u>20616-05</u>	AKEL ENGINEERING GROUP, INC Invoice Invoice Invoice	03/25/2021 02/17/2021 03/10/2021 02/17/2021	Regular Development of Wastewater Master Plan Development of Wastewater Master Plan ENGINEER SERVICES	0.00 0.00 0.00 0.00	12,039.75 1,204.50 9,866.25 969.00	108619
1043 <u>INVC00471769</u>	ALLDATA Invoice	03/25/2021 03/03/2021	Regular SOFTWARE	0.00 0.00	1,500.00 1,500.00	108620
1050 <u>1GXD-D9DY-9VQ</u> <u>1HJ9-KTCQ-N1HD</u> <u>1NC9-XN4D-W9K</u> <u>1NGG-VNWD-9M</u> <u>1TND-C7VL-KW1</u>	AMAZON CAPITAL SERVICES Invoice Invoice Invoice Invoice Invoice	03/25/2021 03/06/2021 02/22/2021 03/14/2021 03/06/2021 03/09/2021	Regular COMPUTER SUPPLIES DEPT SUPPLIES BUILDING MAINTENANCE COMPUTER SUPPLIES COMMUNITY EVENT SUPPLIES	0.00 0.00 0.00 0.00 0.00	1,088.72 75.41 357.03 520.79 57.92 77.57	108621
4353 <u>03/05/21</u>	Anthony Yoakum Invoice	03/25/2021 03/25/2021	Regular REIBURSEMENT FOR VEHICLE MAINTENA	0.00 0.00	93.00 93.00	108622
1109 <u>1280837350 03/1</u>	BANK OF HEMET Invoice	03/25/2021 03/12/2021	Regular BATWING LAWNMOWER FY 20/21	0.00 0.00	3,726.94 3,726.94	108623

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
3129	BC RENTALS, INC	03/25/2021	Regular	0.00	863.94	108624
<u>0057898-IN</u>	Invoice	03/04/2021	Streets - Special Dept Supplies	0.00	255.80	
<u>0058125-IN</u>	Invoice	03/10/2021	DEPT SUPPLIES	0.00	608.14	
1127	BEAUMONT DO IT BEST HOME CEN	03/25/2021	Regular	0.00	19.38	108625
<u>494052</u>	Invoice	11/04/2020	DEPARTMENT SUPPLIES - SEWER	0.00	19.38	
3892	CALL ONE, INC	03/25/2021	Regular	0.00	94.82	108626
<u>2050162</u>	Invoice	02/18/2021	DEPT SUPPLIES	0.00	94.82	
1238	CDW GOVERNMENT, INC.	03/25/2021	Regular	0.00	1,726.71	108627
<u>8653002</u>	Invoice	02/27/2021	SOFTWARE	0.00	1,726.71	
1242	CED	03/25/2021	Regular	0.00	1,056.81	108628
<u>0954-1000002</u>	Invoice	12/15/2020	4 SEASONS STREET LIGHT SUPPLIES	0.00	374.19	
<u>0954-1000364</u>	Invoice	01/22/2021	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	49.13	
<u>0954-1001455</u>	Invoice	03/01/2021	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	356.87	
<u>0954-1001538</u>	Invoice	03/09/2021	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	431.00	
<u>0954-1001646</u>	Invoice	03/09/2021	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	103.44	
<u>0954-1001941</u>	Credit Memo	03/25/2021	RETURNED GOODS	0.00	-374.19	
<u>0954-482461</u>	Invoice	11/05/2020	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	116.37	
1250	CHAMBERS GROUP, INC	03/25/2021	Regular	0.00	7,888.50	108629
<u>34938</u>	Invoice	02/22/2021	PP2020-0280 CUP2020-0049 High Sands	0.00	7,888.50	
1302	CLINICAL LABORATORY OF SAN BERI	03/25/2021	Regular	0.00	8,955.00	108630
<u>979060</u>	Invoice	02/11/2021	MAXIMUM BENEFIT - SURFACE WATER	0.00	1,503.00	
<u>979061</u>	Invoice	02/11/2021	WWTP Laboratory Testing Services	0.00	7,452.00	
4209	COMMERCIAL CLEANING SOLUTION	03/25/2021	Regular	0.00	10,120.00	108631
<u>34810</u>	Invoice	03/01/2021	Janitorial cleaning for buildings	0.00	10,120.00	
4116	COZAD & FOX, INC	03/25/2021	Regular	0.00	4,461.00	108632
<u>17727</u>	Invoice	09/28/2020	2nd Street Professional Engineering Servi	0.00	4,461.00	
1402	DEPARTMENT OF JUSTICE	03/25/2021	Regular	0.00	560.00	108633
<u>500814</u>	Invoice	03/08/2021	PROFESSIONAL SERVICES	0.00	175.00	
<u>501083</u>	Invoice	03/08/2021	PROFESSIONAL SERVICES	0.00	385.00	
1424	DIRECTV	03/25/2021	Regular	0.00	188.99	108634
<u>051885754X2103</u>	Invoice	03/16/2021	BUILDING UTILITY	0.00	188.99	
1445	DUDEK	03/25/2021	Regular	0.00	1,860.00	108635
<u>202101063</u>	Invoice	03/10/2021	Max Benefit Report of Groundwater & Sur	0.00	1,860.00	
1501	FAIRVIEW FORD	03/25/2021	Regular	0.00	1,473.92	108636
<u>775687 CHECK 2</u>	Invoice	02/26/2021	VEHICLE MAINTENANCE	0.00	47.28	
<u>776614 CHECK 2</u>	Invoice	03/02/2021	VEHICLE MAINTENANCE	0.00	161.87	
<u>777191 CHECK 2</u>	Invoice	03/04/2021	VEHICLE MAINTENANCE	0.00	45.49	
<u>C82683 CHECK 2</u>	Invoice	02/19/2021	VEHICLE MAINTENANCE	0.00	1,219.28	
1533	FRONTIER COMMUNICATIONS	03/25/2021	Regular	0.00	1,376.28	108637
<u>951-197-0708-12</u>	Invoice	03/16/2021	PHONE UTILITY	0.00	1,190.00	
<u>951-922-6646-04</u>	Invoice	03/16/2021	PHONE UTILITY	0.00	186.28	
1554	GALLADE CHEMICAL, INC.	03/25/2021	Regular	0.00	1,917.96	108638
<u>1117583</u>	Invoice	03/01/2021	CHEMICALS FOR WWTP	0.00	958.98	
<u>1118572</u>	Invoice	03/15/2021	CHEMICALS FOR WWTP	0.00	958.98	
1553	GALLS INC.	03/25/2021	Regular	0.00	764.12	108639
<u>BC1311155</u>	Invoice	03/10/2021	EMPLOYEE UNIFORMS	0.00	764.12	
1567	GEORGE WALTER	03/25/2021	Regular	0.00	885.96	108640
<u>02/28/20-03/04/</u>	Invoice	03/25/2021	PER DIEM AND TRAVEL REIMBURSEMENT	0.00	885.96	

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
4181	HASA, INC	03/25/2021	Regular	0.00	4,378.36	108641
<u>734104</u>	Invoice	02/26/2021	Chemical Supplies for WWTP	0.00	1,805.08	
<u>735217</u>	Invoice	03/08/2021	Chemical Supplies for WWTP	0.00	2,573.28	
4323	Herc Rentals Inc	03/25/2021	Regular	0.00	780.11	108642
<u>31923783-003</u>	Invoice	02/04/2021	RENTAL OF EQUIP FOR POOL DEMO	0.00	780.11	
3032	INLAND VALLEY SLADDEN, INC	03/25/2021	Regular	0.00	5,500.00	108643
<u>46107</u>	Invoice	12/17/2020	Geotechnical Engineering for Rangel Park	0.00	5,500.00	
2527	JESUS CAMACHO	03/25/2021	Regular	0.00	20.00	108644
<u>921444</u>	Invoice	02/28/2021	VEHICLE MAINTENANCE	0.00	20.00	
3271	KS STATEBANK	03/25/2021	Regular	0.00	11,830.77	108645
<u>3353429 05/01/2</u>	Invoice	03/25/2021	VACTOR TRUCK & PATCH TRUCK	0.00	11,830.77	
3506	LISA LEACH	03/25/2021	Regular	0.00	545.00	108646
<u>01/22/21</u>	Invoice	03/25/2021	EMPLOYEE TRAINING & MEMBERSHIP REI	0.00	505.00	
<u>RCT R01113967</u>	Invoice	03/16/2021	REFUND FOR SPORTS PARK FIELD LIGHT K	0.00	40.00	
4290	LISA WISE CONSULTING, INC	03/25/2021	Regular	0.00	18,027.50	108647
<u>3838</u>	Invoice	02/25/2021	Housing Element Update	0.00	4,100.00	
<u>3866</u>	Invoice	03/18/2021	Housing Element Update	0.00	13,927.50	
1895	M BREY ELECTRIC INC	03/25/2021	Regular	0.00	919.16	108648
<u>6529</u>	Invoice	03/08/2021	ELECTRICAL SERVICES FOR WASTE WATER	0.00	244.00	
<u>6535</u>	Invoice	03/09/2021	ELECTRICAL SERVICES FOR WASTE WATER	0.00	309.16	
<u>6536</u>	Invoice	03/09/2021	ELECTRICAL SERVICES FOR WASTE WATER	0.00	122.00	
<u>6538</u>	Invoice	03/10/2021	ELECTRICAL SERVICES FOR WASTE WATER	0.00	244.00	
3924	MARCUS A ANDREWS	03/25/2021	Regular	0.00	416.70	108649
<u>154</u>	Invoice	03/16/2021	BUILDING MAINTENANCE	0.00	416.70	
3186	MWH CONSTRUCTORS INC	03/25/2021	Regular	0.00	67,036.02	108650
<u>21-30504503-24</u>	Invoice	03/15/2021	CONSTRUCTION MANAGEMENT FOR WW	0.00	67,036.02	
1984	NAPA AUTO PARTS	03/25/2021	Regular	0.00	26.91	108651
<u>135797</u>	Invoice	10/15/2020	VEHICLE MAINTENANCE	0.00	26.91	
3028	OFFICE SOLUTIONS	03/25/2021	Regular	0.00	2,075.63	108652
<u>1-01842469</u>	Invoice	02/10/2021	FURNITURE TO ACCOMODATE COVID REG	0.00	2,075.63	
2072	POLYDYNE, INC.	03/25/2021	Regular	0.00	5,745.57	108653
<u>1527611</u>	Invoice	03/17/2021	CHEMICALS & SUPPLIES	0.00	5,745.57	
2074	PRE-PAID LEGAL SERVICES INC	03/25/2021	Regular	0.00	571.90	108654
<u>PD 03/12/21</u>	Invoice	03/25/2021	OPTIONAL EMPLOYEE INSURANCE	0.00	571.90	
2079	PRO-PIPE & SUPPLY	03/25/2021	Regular	0.00	455.03	108655
<u>5232165</u>	Invoice	03/05/2021	DEPT SUPPLIES	0.00	413.55	
<u>5232383</u>	Invoice	03/08/2021	DEPT SUPPLIES	0.00	41.48	
3652	PRUDENTIAL OVERALL SUPPLY	03/25/2021	Regular	0.00	212.29	108656
<u>23124346</u>	Invoice	03/03/2021	Streets - Prudential Uniforms	0.00	65.24	
<u>23127345</u>	Invoice	03/10/2021	Streets - Prudential Uniforms	0.00	65.24	
<u>23127375</u>	Invoice	03/10/2021	WW - Prudential Uniforms	0.00	81.81	
2091	PURCHASE POWER-1183	03/25/2021	Regular	0.00	501.93	108657
<u>8000-9000-0779</u>	Invoice	03/25/2021	POSTAGE	0.00	501.93	
2092	PURCHASE POWER-2540	03/25/2021	Regular	0.00	1,005.00	108658
<u>8000-9000-0098</u>	Invoice	03/25/2021	POSTAGE	0.00	1,005.00	
2098	QUILL CORPORATON	03/25/2021	Regular	0.00	355.81	108659
<u>14796320</u>	Invoice	02/22/2021	OFFICE SUPPLIES	0.00	296.26	

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>14835282</u>	Invoice	02/23/2021	OFFICE SUPPLIES	0.00	59.55	
3035	QUINN COMPANY	03/25/2021	Regular	0.00	383.50	108660
<u>WOG00009790</u>	Invoice	02/25/2021	PROFESSIONAL SERVICES	0.00	383.50	
2623	RIVERSIDE UNIVERSITY HEALTH SYS`	03/25/2021	Regular	0.00	3,600.00	108661
<u>1123</u>	Invoice	03/10/2021	SART Examinations	0.00	3,600.00	
2026	SECURITY SIGNAL DEVICES, INC	03/25/2021	Regular	0.00	158.40	108662
<u>R 150812</u>	Invoice	10/01/2019	SECURITY SERVICES	0.00	158.40	
2281	SHRED-IT	03/25/2021	Regular	0.00	426.32	108663
<u>8181530490</u>	Invoice	02/28/2021	OFFICE SUPPLIES	0.00	426.32	
2311	SOUTHERN CALIFORNIA EDISON	03/25/2021	Regular	0.00	76,188.05	108664
<u>03/25/21</u>	Invoice	03/25/2021	ELECTRIC UTILITY	0.00	76,188.05	
4322	Southland Water Technologies, LLC	03/25/2021	Regular	0.00	1,729.91	108665
<u>031621-50</u>	Invoice	03/16/2021	DEPT SUPPLIES	0.00	1,729.91	
2329	ST. FRANCIS ELECTRIC	03/25/2021	Regular	0.00	2,817.54	108666
<u>16605134</u>	Invoice	02/28/2021	TRAFFIC SIGNAL MAINTENANCE & EMER	0.00	2,817.54	
2416	THE PRESS-ENTERPRISE	03/25/2021	Regular	0.00	761.60	108667
<u>0011414868</u>	Invoice	10/02/2020	ADVERTISING	0.00	164.00	
<u>0011414870</u>	Invoice	10/02/2020	ADVERTISING	0.00	164.00	
<u>0011416008</u>	Invoice	10/07/2020	ADVERTISING	0.00	272.00	
<u>0011420704</u>	Invoice	10/30/2020	ADVERTISING	0.00	161.60	
4293	THE RETAIL COACH, LLC	03/25/2021	Regular	0.00	3,750.00	108668
<u>3573</u>	Invoice	03/18/2021	Retail Market Analysis	0.00	3,750.00	
2435	TLMA ADMINISTRATION COUNTY O	03/25/2021	Regular	0.00	349.66	108669
<u>TL0000015703</u>	Invoice	02/18/2021	SHARED TRAFFIC SIGNALS WITH RIVERSID	0.00	349.66	
2455	TURBOSCAPE, INC.	03/25/2021	Regular	0.00	24,480.00	108670
<u>11042</u>	Invoice	03/10/2021	Mulch	0.00	24,480.00	
2460	ULINE	03/25/2021	Regular	0.00	383.61	108671
<u>130517319</u>	Invoice	02/23/2021	DEPT SUPPLIES	0.00	251.16	
<u>130664486</u>	Invoice	02/26/2021	DEPT SUPPLIES	0.00	132.45	
2490	VERIZON BUSINESS SERVICE	03/25/2021	Regular	0.00	1,637.62	108672
<u>71757006</u>	Invoice	03/22/2021	PHONE UTILITY	0.00	1,637.62	
2518	VULCAN MATERIALS	03/25/2021	Regular	0.00	700.27	108673
<u>72873601</u>	Invoice	03/08/2021	ASPHALT	0.00	550.00	
<u>72876252</u>	Invoice	03/10/2021	ASPHALT	0.00	150.27	
3422	WAXIE SANITARY SUPPLY	03/25/2021	Regular	0.00	619.13	108674
<u>79729107</u>	Invoice	01/07/2021	OFFICE SUPPLIES	0.00	109.14	
<u>79739378</u>	Invoice	01/12/2021	OFFICE SUPPLIES	0.00	113.18	
<u>79756439</u>	Invoice	01/20/2021	COVID SUPPLIES	0.00	185.03	
<u>79802403</u>	Invoice	02/10/2021	BUILDING MAINTENANCE	0.00	211.78	
3908	WEST COAST ARBORISTS, INC	03/25/2021	Regular	0.00	1,312.00	108675
<u>167601</u>	Invoice	12/22/2020	TREE TRIMMING SERVICES	0.00	1,312.00	
2555	XYLEM DEWATERING SOLUTIONS U.	03/25/2021	Regular	0.00	1,212.19	108676

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>401073461</u>	Invoice	03/04/2021	PUMP RENTAL FOR LITTLE LOWER OAK LIF	0.00	1,212.19	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	101	61	0.00	330,832.25
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	17	4	0.00	1,233,649.75
	118	65	0.00	1,564,482.00

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	3/2021	1,564,482.00
			1,564,482.00



City of Beaumont, CA

Item 1.
Check Register

Packet: APPKT01677 - 20210318 JM FAIRVIEW FORD

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
1501	FAIRVIEW FORD	03/18/2021	Regular	0.00	28,839.10	108615
2020 FUSION SEL	Invoice	03/18/2021	PURCHASE OF VEHICLE FOR ENV COMPLI	0.00	28,839.10	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	28,839.10
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
	1	1	0.00	28,839.10

Posted after 3/18 Warrants

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	3/2021	28,839.10
			28,839.10



WARRANTS TO BE RATIFIED

Thursday, April 01, 2021

Printed Checks	108734	\$	282.72	Utility Account Refunds
	108679-108733	\$	291,666.66	FY 20/21
ACH	407-409	\$	10,766.46	
	A/P Total	\$	<u>302,433.12</u>	

Bank Draft	Guardian	\$	22,596.37	2020-March
	Kaiser	\$	178.00	HSA Payment
	MG Trust	\$	21,418.78	457 Paydate 3/26/21
		\$	4,974.74	401A Paydate 3/26/21
		\$	550.28	FICA Paydate 3/26/21
	Affant	\$	551.75	2020-March

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2020 - JUNE 30, 2021

SIGNATURE: _____
TITLE: CITY TREASURER

SIGNATURE: _____
TITLE: FINANCE DIRECTOR



City of Beaumont, CA

Check Register

Item 1.

Packet: APPKT01691 - 20210401 JM CHECKS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: APBNK-AP Bank						
3229	ICMA - RC	04/01/2021	EFT	0.00	4,911.22	407
PD 03/26/21	Invoice	03/31/2021	EMPLOYEE CONTRIBUTIONS	0.00	4,911.22	
2264	SEIU	04/01/2021	EFT	0.00	2,208.44	408
PD 03/26/21	Invoice	03/31/2021	UNION DUES	0.00	2,208.44	
2295	SLOVAK BARON EMPEY MURPHY &	04/01/2021	EFT	0.00	3,646.80	409
63144	Invoice	02/28/2021	LEGAL SERVICES	0.00	3,646.80	
4260	10-8 RETROFIT INC	04/01/2021	Regular	0.00	900.00	108680
17658	Invoice	03/16/2021	VEHICLE MAINTENANCE	0.00	300.00	
17659	Invoice	03/16/2021	VEHICLE MAINTENANCE	0.00	300.00	
17660	Invoice	03/30/2021	VEHICLE MAINTENANCE	0.00	300.00	
3523	72 HOUR LLC	04/01/2021	Regular	0.00	34,735.50	108681
05722266	Invoice	03/16/2021	Purchase of 2021 Dodge Charger	0.00	34,735.50	
1023	ADVANCED WORKPLACE STRATEGIE	04/01/2021	Regular	0.00	936.00	108682
461867	Invoice	03/29/2021	EMPLOYEE MEDICAL SERVICES	0.00	936.00	
1050	AMAZON CAPITAL SERVICES	04/01/2021	Regular	0.00	16.42	108683
1XMH-QQJF-HNF	Invoice	03/31/2021	OFFICE SUPPLIES	0.00	16.42	
2618	AT&T MOBILITY	04/01/2021	Regular	0.00	885.28	108684
287302055450X0	Invoice	03/02/2021	PHONE UTILITY	0.00	885.28	
1005	A-Z BUS SALES, INC.	04/01/2021	Regular	0.00	676.61	108685
01P703093	Invoice	03/18/2021	VEHICLE MAINTENANCE	0.00	155.90	
01P703136	Invoice	03/15/2021	VEHICLE MAINTENANCE	0.00	459.30	
01P703323	Invoice	03/22/2021	VEHICLE MAINTENANCE	0.00	61.41	
1139	BEAUMONT POLICE OFFICERS ASSO	04/01/2021	Regular	0.00	6,660.00	108686
PD 03/12/21-3/2	Invoice	03/31/2021	POLICE DUES	0.00	6,660.00	
4355	BEAUMONT SUNDANCE LLC	04/01/2021	Regular	0.00	349.57	108687
BLDC2021-0517	Invoice	03/04/2021	REFUND FOR PLAN CHECK FEES DUE TO E	0.00	349.57	
1161	BIO-TOX LABORATORIES	04/01/2021	Regular	0.00	1,989.00	108688
40862	Invoice	03/15/2021	Bio-Tox Blood Draw Analysis	0.00	1,543.00	
40982	Invoice	03/15/2021	Bio-Tox Blood Draw Analysis	0.00	446.00	
3569	CALIFORNIA DEPARTMENT OF TAX /	04/01/2021	Regular	0.00	461.00	108689
2020 USE TAX	Invoice	04/01/2021	2020 USE TAX	0.00	461.00	
1242	CED	04/01/2021	Regular	0.00	324.59	108690
0954-1001783	Invoice	03/11/2021	4 SEASONS STREET LIGHT SUPPLIES	0.00	301.70	
0954-1001881	Invoice	03/11/2021	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	22.89	
1276	CHRISTOPHER WALSH	04/01/2021	Regular	0.00	4,348.93	108691
APRIL 2021	Invoice	03/31/2021	PREPAID PERS RETIREMENT	0.00	4,348.93	
1279	CIGNA HEALTH CARE	04/01/2021	Regular	0.00	14,773.77	108692
2801803	Invoice	03/18/2021	EMPLOYEE MEDICAL INSURANCE	0.00	14,773.77	
1310	COLONIAL LIFE	04/01/2021	Regular	0.00	544.86	108693
CD 03/12/21-03/	Invoice	03/31/2021	OPTIONAL EMPLOYEE LIFE INSURANCE	0.00	544.86	
4318	D & M Traffic Services, Inc.	04/01/2021	Regular	0.00	102.38	108694

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>SB-00359</u>	Invoice	03/16/2021	DEPT SUPPLIES	0.00	102.38	
1392	DELL MARKETING L.P.	04/01/2021	Regular	0.00	24,139.86	108695
<u>10473804084</u>	Invoice	03/15/2021	PD and CH PC HARDWARE REPLACEMENT	0.00	24,139.86	
4359	DOT PHYSICALS ON THE GO	04/01/2021	Regular	0.00	180.00	108696
<u>21-485</u>	Invoice	03/12/2021	EMPLOYEE MEDICAL SERVICES	0.00	90.00	
<u>21-486</u>	Invoice	03/12/2021	EMPLOYEE MEDICAL SERVICES	0.00	90.00	
1501	FAIRVIEW FORD	04/01/2021	Regular	0.00	100.20	108697
<u>777409</u>	Invoice	03/04/2021	VEHICLE MAINTENANCE	0.00	63.54	
<u>780086</u>	Invoice	03/15/2021	VEHICLE MAINTENANCE	0.00	36.66	
1518	FLYERS ENERGY	04/01/2021	Regular	0.00	381.79	108698
<u>CFS-2538380</u>	Invoice	02/28/2021	FUEL EXPENSE	0.00	381.79	
1522	FOX OCCUPATIONAL	04/01/2021	Regular	0.00	113.10	108699
<u>174003-38262-12</u>	Invoice	11/04/2020	EMPLOYEE MEDICAL SERVICES	0.00	113.10	
1533	FRONTIER COMMUNICATIONS	04/01/2021	Regular	0.00	502.30	108700
<u>213-180-1992-06</u>	Invoice	03/10/2021	PHONE UTILITY	0.00	280.98	
<u>951-769-8537-03</u>	Invoice	03/19/2021	PHONE UTILITY	0.00	109.34	
<u>951-845-9839-09</u>	Invoice	03/10/2021	PHONE UTILITY	0.00	111.98	
1612	HEARD'S INVESTIGATIONS AND POL	04/01/2021	Regular	0.00	350.00	108701
<u>6867</u>	Invoice	03/06/2021	HIRING COSTS	0.00	350.00	
3572	HECTOR ALVARADO	04/01/2021	Regular	0.00	3,310.00	108702
<u>1463</u>	Invoice	02/19/2021	Bus Washing Service	0.00	1,600.00	
<u>1474</u>	Invoice	03/05/2021	Bus Washing Service	0.00	1,710.00	
1643	HUNTINGTON COURT REPORTERS &	04/01/2021	Regular	0.00	383.54	108703
<u>33625</u>	Invoice	03/19/2021	Huntington Transcription Servcies for FY 2	0.00	383.54	
1662	INFOSEND, INC	04/01/2021	Regular	0.00	5,912.00	108704
<u>187990</u>	Invoice	02/28/2021	PROFESSIONAL SERVICES	0.00	5,912.00	
1679	INTERWEST CONSULTING GRP, INC.	04/01/2021	Regular	0.00	4,060.83	108705
<u>67462</u>	Invoice	03/18/2021	GIS SERVICES	0.00	4,060.83	
3162	JENNIFER USTATION	04/01/2021	Regular	0.00	759.00	108706
<u>GAAFR 2020 EDIT</u>	Invoice	03/26/2021	EMPLOYEE TRAINING	0.00	759.00	
1773	KAISER FOUNDATION HEALTH PLAN	04/01/2021	Regular	0.00	159,277.36	108707
<u>APRIL 2021</u>	Invoice	03/13/2021	HEALTH INSURANCE	0.00	155,962.26	
<u>APRIL 2021 COBR</u>	Invoice	03/13/2021	EMPLOYEE MEDICAL INSURANCE	0.00	1,918.10	
<u>APRIL 2021 HSA</u>	Invoice	03/13/2021	EMPLOYEE MEDICAL INSURANCE	0.00	1,397.00	
1827	LANGUAGE TESTING INTERNATIONAL	04/01/2021	Regular	0.00	73.00	108708
<u>L42263-IN</u>	Invoice	03/19/2021	PROFESSIONAL SERVICES	0.00	73.00	
1857	LIEBERT CASSIDY WHITMORE	04/01/2021	Regular	0.00	1,368.00	108709
<u>1515298</u>	Invoice	02/28/2021	POA NEGOTIATIONS	0.00	798.00	
<u>1515299</u>	Invoice	02/28/2021	SEIU NEGOTIATIONS	0.00	570.00	
1912	MARK KEYSER	04/01/2021	Regular	0.00	3,579.36	108710
<u>APRIL 2021</u>	Invoice	03/31/2021	PREPAID PERS	0.00	3,579.36	
1980	MYERS TIRE SUPPLY	04/01/2021	Regular	0.00	237.09	108711
<u>51423595</u>	Invoice	08/13/2020	VEHICLE MAINTENANCE	0.00	237.09	
1984	NAPA AUTO PARTS	04/01/2021	Regular	0.00	1,978.25	108712
<u>132492</u>	Invoice	09/09/2020	VEHICLE MAINTENANCE	0.00	32.31	
<u>139656</u>	Invoice	12/02/2020	VEHICLE MAINTENANCE	0.00	291.45	
<u>141341</u>	Credit Memo	03/31/2021	VEHICLE MAINTENANCE	0.00	-19.40	
<u>143032</u>	Invoice	01/13/2021	VEHICLE MAINTENANCE	0.00	233.77	

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
143108	Invoice	01/13/2021	VEHICLE MAINTENANCE	0.00	18.85	
143193	Invoice	01/14/2021	VEHICLE MAINTENANCE	0.00	112.99	
144435	Invoice	01/29/2021	VEHICLE MAINTENANCE	0.00	62.23	
146063	Invoice	02/18/2021	VEHICLE MAINTENANCE	0.00	22.63	
146569	Invoice	02/24/2021	VEHICLE MAINTENANCE	0.00	11.53	
146807	Invoice	02/26/2021	VEHICLE MAINTENANCE	0.00	121.67	
147631	Invoice	03/09/2021	VEHICLE MAINTENANCE	0.00	17.22	
147712	Invoice	03/10/2021	VEHICLE MAINTENANCE	0.00	145.96	
147713	Invoice	03/10/2021	VEHICLE MAINTENANCE	0.00	56.89	
147753	Invoice	03/10/2021	VEHICLE MAINTENANCE	0.00	74.30	
147920	Invoice	03/12/2021	VEHICLE MAINTENANCE	0.00	45.23	
147978	Invoice	03/13/2021	VEHICLE MAINTENANCE	0.00	185.31	
147979	Invoice	03/13/2021	VEHICLE MAINTENANCE	0.00	153.53	
147985	Invoice	03/13/2021	VEHICLE MAINTENANCE	0.00	14.00	
148079	Invoice	03/15/2021	VEHICLE MAINTENANCE	0.00	21.51	
148080	Invoice	03/15/2021	VEHICLE MAINTENANCE	0.00	4.30	
148081	Invoice	03/15/2021	VEHICLE MAINTENANCE	0.00	177.68	
148085	Credit Memo	03/31/2021	VEHICLE MAINTENANCE	0.00	-16.13	
148268	Invoice	03/17/2021	VEHICLE MAINTENANCE	0.00	199.12	
148382	Invoice	03/17/2021	VEHICLE MAINTENANCE	0.00	11.30	
	Void	04/01/2021	Regular	0.00	0.00	108713
2018	ONTRAC	04/01/2021	Regular	0.00	8.24	108714
9115825	Invoice	01/02/2021	OFFICE SUPPLIES	0.00	8.24	
2009	O'REILLY AUTO PARTS	04/01/2021	Regular	0.00	740.94	108715
2678-333298	Invoice	03/03/2021	VEHICLE MAINTENANCE	0.00	30.71	
2678-334660	Invoice	03/09/2021	VEHICLE MAINTENANCE	0.00	101.87	
2678-334737	Credit Memo	03/31/2021	VEHICLE MAINTENANCE	0.00	-63.70	
2678-334879	Invoice	03/10/2021	VEHICLE MAINTENANCE	0.00	181.07	
2678-334894	Invoice	03/10/2021	VEHICLE MAINTENANCE	0.00	94.66	
2678-335271	Invoice	03/11/2021	VEHICLE MAINTENANCE	0.00	35.82	
2678-335306	Invoice	03/11/2021	VEHICLE MAINTENANCE	0.00	18.06	
2678-335310	Invoice	03/11/2021	VEHICLE MAINTENANCE	0.00	4.30	
2678-335336	Credit Memo	03/31/2021	VEHICLE MAINTENANCE	0.00	-18.00	
2678-335578	Invoice	03/13/2021	VEHICLE MAINTENANCE	0.00	20.78	
2678-335579	Invoice	03/13/2021	VEHICLE MAINTENANCE	0.00	80.25	
2678-335963	Invoice	03/15/2021	VEHICLE MAINTENANCE	0.00	10.66	
2678-336389	Invoice	03/16/2021	VEHICLE MAINTENANCE	0.00	32.99	
2678-336531	Invoice	03/17/2021	VEHICLE MAINTENANCE	0.00	112.62	
2678-336537	Invoice	03/17/2021	VEHICLE MAINTENANCE	0.00	46.32	
2678-336539	Invoice	03/17/2021	VEHICLE MAINTENANCE	0.00	52.53	
	Void	04/01/2021	Regular	0.00	0.00	108716
2039	PARKHOUSE TIRE, INC.	04/01/2021	Regular	0.00	2,595.76	108717
2030198786	Invoice	03/11/2021	VEHICLE MAINTENANCE	0.00	282.57	
2030198937	Invoice	03/15/2021	VEHICLE MAINTENANCE	0.00	1,222.42	
2030198938	Invoice	03/15/2021	VEHICLE MAINTENANCE	0.00	499.46	
2030199059	Invoice	03/18/2021	VEHICLE MAINTENANCE	0.00	591.31	
2064	PITNEY BOWES GLOBAL FINANCIAL	04/01/2021	Regular	0.00	513.52	108718
3104653741	Invoice	03/24/2021	EQUIPMENT LEASE	0.00	513.52	
3652	PRUDENTIAL OVERALL SUPPLY	04/01/2021	Regular	0.00	1,084.08	108719
23121228	Invoice	02/24/2021	Uniform Rental and Cleaning	0.00	134.39	
23124345	Invoice	03/03/2021	Uniform Rental and Cleaning	0.00	134.39	
23127344	Invoice	03/10/2021	Uniform Rental and Cleaning	0.00	134.39	
23127365	Invoice	03/10/2021	Uniform Rental and Cleaning	0.00	54.65	
23127373	Invoice	03/10/2021	Uniform Cleaning and Rental	0.00	84.16	
23130409	Invoice	03/17/2021	Uniform Rental and Cleaning	0.00	134.39	
23130420	Invoice	03/17/2021	Uniform Rental and Cleaning	0.00	54.65	

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
<u>23130424</u>	Invoice	03/17/2021	Uniform Cleaning and Rental	0.00	84.16	
<u>23133475</u>	Invoice	03/24/2021	Uniform Rental and Cleaning	0.00	130.09	
<u>23133514</u>	Invoice	03/24/2021	Uniform Rental and Cleaning	0.00	54.65	
<u>23133528</u>	Invoice	03/24/2021	Uniform Cleaning and Rental	0.00	84.16	
2098	QUILL CORPORATON	04/01/2021	Regular	0.00	1,094.73	108720
<u>15051579</u>	Invoice	03/03/2021	OFFICE SUPPLIES	0.00	134.68	
<u>15196397</u>	Invoice	03/09/2021	OFFICE SUPPLIES	0.00	487.64	
<u>15280885</u>	Invoice	03/12/2021	OFFICE SUPPLIES	0.00	111.33	
<u>15286073</u>	Invoice	03/12/2021	OFFICE SUPPLIES	0.00	14.21	
<u>15292270</u>	Invoice	03/12/2021	OFFICE SUPPLIES	0.00	8.23	
<u>15293141</u>	Invoice	03/12/2021	OFFICE SUPPLIES	0.00	332.78	
<u>15329209</u>	Invoice	03/12/2021	OFFICE SUPPLIES	0.00	5.86	
2289	SIMPLIFILE	04/01/2021	Regular	0.00	195.00	108721
<u>15002858742</u>	Invoice	03/31/2021	LICENSE RENEWAL FEE	0.00	195.00	
3260	SITEONE LANDSCAPE SUPPLY, LLC	04/01/2021	Regular	0.00	1,454.44	108722
<u>106473279-002</u>	Invoice	03/10/2021	SiteOne PO not to exceed \$40,000.	0.00	719.50	
<u>106610751-001</u>	Invoice	03/10/2021	SiteOne PO not to exceed \$40,000.	0.00	734.94	
2329	ST. FRANCIS ELECTRIC	04/01/2021	Regular	0.00	120.68	108723
<u>0954-1001891</u>	Invoice	03/11/2021	TRAFFIC SIGNAL MAINTENANCE & EMER	0.00	120.68	
4327	TEC EQUIPMENT INC	04/01/2021	Regular	0.00	680.00	108724
<u>5017559XS</u>	Invoice	03/23/2021	VEHICLE MAINTENANCE	0.00	480.00	
<u>5017586XS</u>	Invoice	03/22/2021	VEHICLE MAINTENANCE	0.00	200.00	
2407	THE GAS COMPANY	04/01/2021	Regular	0.00	494.77	108725
<u>10552227000 04/</u>	Invoice	03/12/2021	GAS UTILITY	0.00	28.06	
<u>13912227587 04/</u>	Invoice	03/12/2021	GAS UTILITY	0.00	255.56	
<u>15382227021 04/</u>	Invoice	03/12/2021	GAS UTILITY	0.00	211.15	
4267	THERESA MICHEL INVESTIGATIONS	04/01/2021	Regular	0.00	1,500.00	108726
<u>7</u>	Invoice	03/14/2021	HIRING COSTS	0.00	1,500.00	
2430	TIME WARNER CABLE	04/01/2021	Regular	0.00	49.97	108727
<u>0014188032021</u>	Invoice	03/20/2021	BUILDING UTILITY	0.00	49.97	
2430	TIME WARNER CABLE	04/01/2021	Regular	0.00	151.12	108728
<u>0013594032021</u>	Invoice	03/20/2021	BUILDING UTILITY	0.00	151.12	
2435	TLMA ADMINISTRATION COUNTY O	04/01/2021	Regular	0.00	345.72	108729
<u>TL0000015497</u>	Invoice	10/02/2020	SHARED TRAFFIC SIGNALS WITH RIVERSID	0.00	345.72	
2456	TURF STAR, INC.	04/01/2021	Regular	0.00	92.08	108730
<u>7144749-00</u>	Invoice	10/22/2020	VEHICLE MAINTENANCE	0.00	92.08	
2530	WASTE MANAGEMENT, INC.	04/01/2021	Regular	0.00	1,935.97	108731
<u>0078889-2819-4</u>	Invoice	03/01/2021	PROFESSIONAL SERVICES	0.00	1,935.97	
2555	XYLEM DEWATERING SOLUTIONS U.	04/01/2021	Regular	0.00	3,940.42	108732
<u>401073178</u>	Invoice	03/03/2021	PUMP RENTAL FOR LITTLE LOWER OAK LIF	0.00	2,042.17	
<u>401073178-2</u>	Invoice	03/03/2021	EQUIPMENT RENTAL	0.00	1,898.25	
3675	ZENITH AMERICAN SOLUTIONS	04/01/2021	Regular	0.00	30.63	108733

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
PD 03/12/21-03/	Invoice	03/31/2021	OPTIONAL EMPLOYEE INSURANCE	0.00	30.63	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	128	52	0.00	291,437.66
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	3	3	0.00	10,766.46
	131	57	0.00	302,204.12

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	4/2021	302,204.12
			302,204.12

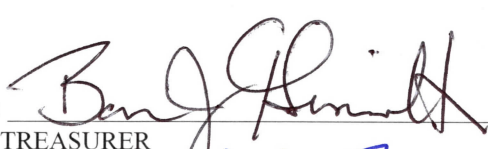


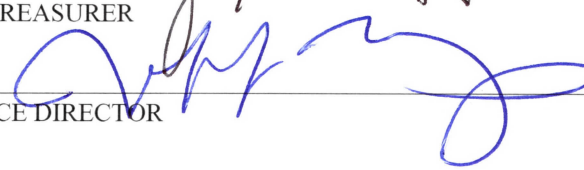
WARRANTS TO BE RATIFIED

Thursday, April 08, 2021

Printed Checks	108790-108792	\$	2,389.38	Utility Account Refunds
	108735-108789	\$	251,116.39	FY 20/21
ACH	410-413	\$	14,714.56	
	A/P Total	\$	<u>265,830.95</u>	
Bank Draft	Global Payments	\$	5,510.97	Credit Card Fees
	Authnet Gateway	\$	201.20	Credit Card Processing Fees
	CardConnect	\$	5,779.63	Credit Card Fees
	Return Settle Offset	\$	85.64	Bank Draft Return
Paychex	Payroll	\$	476,908.58	Paydate 03/26/21

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2020 - JUNE 30, 2021

SIGNATURE: 
TITLE: CITY TREASURER

SIGNATURE: 
TITLE: FINANCE DIRECTOR



City of Beaumont, CA

Check Item 1. rt

By Check Number

Date Range: 04/03/2021 - 04/08/2021

Check Report

Date Range: 04/03/20 Item 1. 021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2725	US BANK CORPORATE PAYMENT SYSTEMS	04/08/2021	EFT	0.00	9,758.76	410
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	Distribution Amount
24005941047300	Invoice	04/07/2021	DEPT SUPPLIES - KIRBY BUILT	0.00	767.87	
	100-6050-7070-5700		SPEC DEPT EXP - WILD FL DEPT SUPPLIES - KIRBY BUILT		767.87	
24011341049000	Invoice	04/07/2021	IT COSTS - ZOOM CONFERENCE BRIDGE	0.00	140.00	
	215-0000-7036-0000		GRANT SPECIFIC COSTS IT COSTS - ZOOM CONFERENCE		140.00	
24011341068000	Invoice	04/07/2021	HIRING COSTS - NEO GOV	0.00	125.00	
	100-1240-6050-0000		RECRUITMENT AND HIRI HIRING COSTS - NEO GOV		125.00	
24013391056003	Invoice	04/07/2021	MEETING SUPPLIES - FLOS COUNTRY CAFE	0.00	77.13	
	100-2050-7035-0000		LOCAL MEETINGS MEETING SUPPLIES - FLOS COU		77.13	
24013391064000	Invoice	04/07/2021	DEPT SUPPLIES - TOP-LINE INDUSTRIAL	0.00	207.59	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES - TOP-LINE INDU		207.59	
24055231056091	Invoice	04/07/2021	MEETING - EL MARIACHI TACO	0.00	70.03	
	100-2050-7035-0000		LOCAL MEETINGS MEETING - EL MARIACHI TACO		70.03	
24137461043500	Invoice	04/07/2021	DEPT SUPPLIES - BMT DO IT BEST	0.00	29.03	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES - BMT DO IT BES		29.03	
24137461048500	Invoice	04/07/2021	DEPT SUPPLIES - BMT DO IT BEST	0.00	21.68	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES - BMT DO IT BES		21.68	
24137461049500	Invoice	04/07/2021	BUILDING MAINTENANCE	0.00	15.77	
	100-6000-7085-6055		BLDG MAINT- FIRE STATIO BUILDING MAINTENANCE		15.77	
24137461049500	Invoice	04/07/2021	BUILDING MAINTENANCE - BMT DO IT BE	0.00	6.09	
	100-6000-7085-6055		BLDG MAINT- FIRE STATIO BUILDING MAINTENANCE - BMT		6.09	
24137461051500	Invoice	04/07/2021	EQUIPMENT MAINTENANCE - BMT DO IT	0.00	43.09	
	100-6050-7090-5999		EQUIP SUPPLIES/MAINT - EQUIPMENT MAINTENANCE - B		43.09	
24137461051500	Invoice	04/07/2021	EQUIPMENT MAINTENANCE - BMT DO IT	0.00	64.62	
	100-6050-7090-5999		EQUIP SUPPLIES/MAINT - EQUIPMENT MAINTENANCE - B		64.62	
24137461054500	Invoice	04/07/2021	BUILDING MAINTENANCE - BMT DO IT BE	0.00	32.39	
	100-6000-7085-6025		BLDG MAINT - CITY HALL BUILDING MAINTENANCE - BMT		32.39	
24137461057500	Invoice	04/07/2021	EQUIPMENT MAINTENANCE - BMT DO IT	0.00	33.91	
	100-6050-7090-5999		EQUIP SUPPLIES/MAINT - EQUIPMENT MAINTENANCE - B		33.91	
24137461063200	Invoice	04/07/2021	DEPT SUPPLIES - AUTOZONE	0.00	46.32	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES - AUTOZONE		46.32	
24137461063500	Invoice	04/07/2021	DEPT SUPPLIES - BMT DO IT BEST	0.00	28.31	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES - BMT DO IT BES		28.31	
24137461065501	Invoice	04/07/2021	DEPT SUPPLIES - BMT DO IT BEST	0.00	34.19	
	750-7400-7070-0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES - BMT DO IT BES		34.19	
24137461065501	Invoice	04/07/2021	DEPT SUPPLIES - BMT DO IT BEST	0.00	173.27	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES - BMT DO IT BES		173.27	
24137461065501	Invoice	04/07/2021	BUILDING MAINTENANCE - BMT DO IT BE	0.00	3.76	
	100-6000-7085-6025		BLDG MAINT - CITY HALL BUILDING MAINTENANCE - BMT		3.76	
24137461066500	Invoice	04/07/2021	DEPT SUPPLIES - BMT DO IT BEST	0.00	92.77	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES - BMT DO IT BES		92.77	
24137461069500	Invoice	04/07/2021	EQUIPMENT MAINTENANCE - BMT DO IT	0.00	35.81	
	100-6050-7090-008C		EQUIP SUPPLIES/MAINT - EQUIPMENT MAINTENANCE - B		35.81	
24231681056837	Invoice	04/07/2021	MEETING SUPPLIES - FAMILY DOLLAR	0.00	17.86	
	100-2050-7035-0000		LOCAL MEETINGS MEETING SUPPLIES - FAMILY DO		17.86	
24377351048000	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	133.15	
	100-6050-7037-0000		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		133.15	
24377351061000	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	33.73	
	100-6050-7037-0000		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		33.73	
24428061048300	Invoice	04/07/2021	EQUIPMENT MAINTENANCE	0.00	29.08	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-6050-7090-6025		SPEC DEPT EXP - CITY HAL EQUIPMENT MAINTENANCE		29.08	
24431051043838	Invoice	04/07/2021	DEPT SUPPLIES - NAPA AUTO PARTS	0.00	42.01	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES - NAPA AUTO PA		42.01	
24431051050838	Invoice	04/07/2021	EQUIPMENT MAINTENANCE - NAPA	0.00	7.53	
	100-6050-7090-5999		EQUIP SUPPLIES/MAINT - EQUIPMENT MAINTENANCE - N		7.53	
24445001056000	Invoice	04/07/2021	MEETING SUPPLIES - DOLLAR TREE	0.00	9.70	
	100-2050-7035-0000		LOCAL MEETINGS DOLLAR TREE		9.70	
24492151049852	Invoice	04/07/2021	HIRING COSTS - STRATEGIC GOVT RESOUR	0.00	99.00	
	100-1240-6050-0000		RECRUITMENT AND HIRI HIRING COSTS - STRATEGIC GOV		99.00	
24492151063855	Invoice	04/07/2021	LOCAL MEETING - BEAUMONT CHAMBER	0.00	22.00	
	100-1050-7035-0000		LOCAL MEETINGS LOCAL MEETING - BEAUMONT C		22.00	
24492151064713	Invoice	04/07/2021	DEPT SUPPLIES - ONE HYDRAULICS	0.00	167.98	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES - ONE HYDRAULI		167.98	
24559301049900	Invoice	04/07/2021	MEMBERSHIP DUES - CACEO	0.00	95.00	
	100-2030-7030-0000		DUES & SUBSCRIPTIONS MEMBERSHIP DUES - CACEO		95.00	
24692161042100	Invoice	04/07/2021	ADVERTISING - FACEBOOK	0.00	25.00	
	100-1200-7020-0000		ADVERTISING ADVERTISING - FACEBOOK		25.00	
24692161051100	Invoice	04/07/2021	SHIPPING - UPS STORE	0.00	35.26	
	700-4050-7025-0000		OFFICE SUPPLIES SHIPPING - UPS STORE		35.26	
24692161056100	Invoice	04/07/2021	VEHICLE MAINTENANCE - TRUCK OUTFIT	0.00	3,574.43	
	700-4050-7037-0000		VEHICLE MAINTENANCE VEHICLE MAINTENANCE - TRUC		3,574.43	
24692161057100	Invoice	04/07/2021	SOFTWARE - SMARTDRAFT	0.00	637.50	
	100-3100-7071-0000		SOFTWARE SOFTWARE - SMARTDRAFT		637.50	
24692161059100	Invoice	04/07/2021	ADVERTISING - FACEBOOK	0.00	125.00	
	100-1200-7020-0000		ADVERTISING ADVERTISING - FACEBOOK		125.00	
24692161061100	Invoice	04/07/2021	OFFICE SUPPLIES	0.00	162.20	
	100-2030-7025-0000		OFFICE SUPPLIES OFFICE SUPPLIES		162.20	
24692161064100	Invoice	04/07/2021	DEPT SUPPLIES - HOME DEPOT	0.00	326.15	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES - HOME DEPOT		326.15	
24692161064100	Invoice	04/07/2021	EMP UNIFORMS - BIG TIME DESIGN	0.00	100.00	
	100-2050-7065-0000		UNIFORMS EMP UNIFORMS -BIG TIME DESI		100.00	
24692161065100	Invoice	04/07/2021	BUILDING MAINTENANCE - HOME DEPOT	0.00	96.88	
	100-6000-7085-6025		BLDG MAINT - CITY HALL BUILDING MAINTENANCE - HO		48.44	
	100-6000-7085-6026		BLDG MAINT- CITY HALL B BUILDING MAINTENANCE - HO		48.44	
24692161068100	Invoice	04/07/2021	DEPT SUPPLIES - ULINE	0.00	186.80	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES - ULINE		186.80	
24692161069100	Invoice	04/07/2021	DEPT SUPPLIES - HOME DEPOT	0.00	255.91	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES - HOME DEPOT		255.91	
24692161069100	Invoice	04/07/2021	DEPT SUPPLIES - HOME DEPOT	0.00	89.91	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES - HOME DEPOT		89.91	
24692161069100	Invoice	04/07/2021	ADVERTISING - FACEBOOK	0.00	125.00	
	100-1200-7020-0000		ADVERTISING ADVERTISING - FACEBOOK		125.00	
24733091049083	Invoice	04/07/2021	MEETING SUPPLIES - JERSEY MIKES	0.00	110.02	
	100-2050-7035-0000		LOCAL MEETINGS MEETING SUPPLIES - JERSEY MI		110.02	
24755421048150	Invoice	04/07/2021	EMP EDUCATION - CA BOARD OF PROF EN	0.00	180.00	
	100-3100-7066-0000		TRAVEL, EDUCATION, TRA EMP EDUCATION - CA BOARD O		180.00	
24755421056730	Invoice	04/07/2021	EQUIPMENT MAINTENANCE - DANIEL LA	0.00	48.93	
	100-6050-7090-5999		EQUIP SUPPLIES/MAINT - EQUIPMENT MAINTENANCE - D		48.93	
24786641063013	Invoice	04/07/2021	DEPT SUPPLIES - INLAND WATER WORKS	0.00	21.60	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES		21.60	
24801971064690	Invoice	04/07/2021	CERTIFICATE RENEWAL - CA WATER ENVIR	0.00	91.00	
	700-4050-7030-0000		DUES & SUBSCRIPTIONS CERTIFICATE RENEWAL - CA WA		91.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
24801991042018	Invoice	04/07/2021	DEPT SUPPLIES - HACH CO	0.00	61.09	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES - HACH CO		61.09	
24801991068018	Invoice	04/07/2021	DEPT SUPPLIES - HACH CO	0.00	182.33	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES		182.33	
24943011043010	Invoice	04/07/2021	EQUIPMENT RENTAL	0.00	150.00	
	100-6000-7075-6025		EQUIP LEASING/RENTAL - EQUIPMENT RENTAL		150.00	
24943011049010	Invoice	04/07/2021	DEPT SUPPLIES - HOME DEPOT	0.00	50.97	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES - HOME DEPOT		50.97	
24943011049010	Invoice	04/07/2021	EQUIPMENT MAINTENANCE - HOME DEP	0.00	21.92	
	100-6050-7090-5600		SPEC DEPT EXP - TREVINO EQUIPMENT MAINTENANCE - B		21.92	
24943011050010	Invoice	04/07/2021	BUILDING MAINTENANCE - HOME DEPOT	0.00	32.29	
	100-6000-7085-6040		BLDG MAINT - POLICE DE BUILDING MAINTENANCE - HO		32.29	
24943011051010	Invoice	04/07/2021	EQUIPMENT MAINTENANCE - HOME DEP	0.00	7.73	
	100-6050-7090-5400		EQUIP SUPPLIES/MAINT - EQUIPMENT MAINTENANCE - H		7.73	
24943011051010	Invoice	04/07/2021	EQUIPMENT MAINTENANCE - HOME DEP	0.00	77.32	
	100-6050-7090-5999		EQUIP SUPPLIES/MAINT - EQUIPMENT MAINTENANCE - H		77.32	
24943011051010	Invoice	04/07/2021	EQUIPMENT MAINTENANCE	0.00	46.58	
	100-6050-7090-5400		EQUIP SUPPLIES/MAINT - EQUIPMENT MAINTENANCE		46.58	
24943011056010	Invoice	04/07/2021	EQUIPMENT MAINTENANCE - HOME DEP	0.00	46.22	
	100-6050-7090-5400		EQUIP SUPPLIES/MAINT - EQUIPMENT MAINTENANCE - H		46.22	
24943011058010	Invoice	04/07/2021	EQUIPMENT MAINTENANCE - HOME DEP	0.00	29.00	
	100-6050-7090-5999		EQUIP SUPPLIES/MAINT - EQUIPMENT MAINTENANCE - H		29.00	
24943011061010	Invoice	04/07/2021	DEPT SUPPLIES	0.00	18.76	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES		18.76	
24943011062010	Invoice	04/07/2021	DEPT SUPPLIES - HOME DEPOT	0.00	11.16	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES - HOME DEPOT		11.16	
24943011069010	Invoice	04/07/2021	DEPT SUPPLIES - HOME DEPOT	0.00	123.72	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES - HOME DEPOT		123.72	
24943011069010	Invoice	04/07/2021	EQUIPMENT MAINTENANCE - HOME DEP	0.00	53.73	
	100-6050-7090-5500		SPEC DEPT EXP - STEWAR EQUIPMENT MAINTENANCE - H		53.73	
74492151068855	Credit Memo	04/07/2021	LOCAL MEETING CANCELLED - BMT CHA	0.00	-22.00	
	100-1050-7035-0000		LOCAL MEETINGS LOCAL MEETING CANCELLED - B		-22.00	
74943011043010	Credit Memo	04/07/2021	EQUIPMENT RENTAL RETURN	0.00	-29.32	
	100-6000-7075-6025		EQUIP LEASING/RENTAL - EQUIPMENT RENTAL RETURN		-29.32	

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2540	WESTERN RIVERSIDE COUNTY REGIONAL CONS	04/08/2021	EFT	0.00	4,955.80	413
PROJECT # R-05	Invoice	04/08/2021	2020 MID YEAR STREET ENHANCEMENT P	0.00	4,955.80	
	500-0000-8030-0000		INFRASTRUCTURE IMPRO 2020 MID YEAR STREET ENHAN		4,955.80	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4260	10-8 RETROFIT INC	04/08/2021	Regular	0.00	10,630.84	108735
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
17684	Invoice	04/08/2021	Equipment outfitting for Ford Interceptor	0.00	10,630.84	
	100-2050-8060-0000		VEHICLES		29.72	
	100-2050-8060-0000		VEHICLES		138.00	
	100-2050-8060-0000		VEHICLES		150.00	
	100-2050-8060-0000		VEHICLES		69.83	
	100-2050-8060-0000		VEHICLES		10.00	
	100-2050-8060-0000		VEHICLES		40.00	
	100-2050-8060-0000		VEHICLES		27.30	
	100-2050-8060-0000		VEHICLES		40.43	
	100-2050-8060-0000		VEHICLES		50.00	
	100-2050-8060-0000		VEHICLES		22.28	
	100-2050-8060-0000		VEHICLES		2,250.00	
	100-2050-8060-0000		VEHICLES		1,467.29	
	100-2050-8060-0000		VEHICLES		258.30	
	100-2050-8060-0000		VEHICLES		250.00	
	100-2050-8060-0000		VEHICLES		50.00	
	100-2050-8060-0000		VEHICLES		120.00	
	100-2050-8060-0000		VEHICLES		45.00	
	100-2050-8060-0000		VEHICLES		1,355.55	
	100-2050-8060-0000		VEHICLES		205.80	
	100-2050-8060-0000		VEHICLES		69.83	
	100-2050-8060-0000		VEHICLES		200.90	
	100-2050-8060-0000		VEHICLES		51.33	
	100-2050-8060-0000		VEHICLES		1,024.63	
	100-2050-8060-0000		VEHICLES		322.09	
	100-2050-8060-0000		VEHICLES		205.80	
	100-2050-8060-0000		VEHICLES		80.00	
	100-2050-8060-0000		VEHICLES		19.00	
	100-2050-8060-0000		VEHICLES		540.00	
	100-2050-8060-0000		VEHICLES		125.00	
	100-2050-8060-0000		VEHICLES		205.80	
	100-2050-8060-0000		VEHICLES		12.56	
	100-2050-8060-0000		VEHICLES		384.13	
	100-2050-8060-0000		VEHICLES		411.60	
	100-2050-8060-0000		VEHICLES		13.58	
	100-2050-8060-0000		VEHICLES		385.09	
1050	AMAZON CAPITAL SERVICES	04/08/2021	Regular	0.00	570.45	108736
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
13F9-KLWG-LLXT	Invoice	04/07/2021	OFFICE SUPPLIES	0.00	100.04	
	100-1225-7025-0000		OFFICE SUPPLIES		100.04	
1MHD-1HKD-WP	Credit Memo	04/07/2021	OFFICE SUPPLIES	0.00	-9.97	
	100-1200-7025-0000		OFFICE SUPPLIES		-9.97	
1Q61-3J9N-33TQ	Invoice	04/07/2021	BUILDING/EQUIPMENT MAINTENANCE	0.00	480.38	
	100-6000-7085-6025		BLDG MAINT - CITY HALL		60.32	
	100-6050-7090-0000		EQUIPMENT SUPPLIES/M		420.06	
1053	AMERICAN FORENSIC NURSES	04/08/2021	Regular	0.00	310.42	108737
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
74357	Invoice	04/08/2021	American Forensic Nurses BloodDraw Ser	0.00	249.85	
	100-2050-7068-0000		CONTRACTUAL SERVICES		249.85	
74408	Invoice	04/08/2021	American Forensic Nurses BloodDraw Ser	0.00	60.57	
	100-2050-7068-0000		CONTRACTUAL SERVICES		60.57	
4353	Anthony Yoakum	04/08/2021	Regular	0.00	82.11	108738

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
03/30/21	Invoice	04/07/2021	REIMBURSEMENT FOR BREATHALYZER	0.00	82.11	
	100-2050-7070-0000		SPECIAL DEPT SUPPLIES		82.11	
1100	AUTOZONE	04/08/2021	Regular	0.00	17.22	108739
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2882654050	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	17.22	
	100-2050-7037-0000		VEHICLE MAINTENANCE		17.22	
3820	AXON ENTERPRISE, INC	04/08/2021	Regular	0.00	38,790.00	108740
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
Q-280251-44181	Invoice	04/07/2021	EQUIPMENT MAINTENANCE	0.00	23,274.00	
	100-1200-7090-0000		EQUIPMENT SUPPLIES/M		23,274.00	
SI-1697130 CHEC	Invoice	04/07/2021	EQUIPMENT MAINTENANCE	0.00	15,516.00	
	220-0000-7090-0000		EQUIPMENT SUPPLIES/M		15,516.00	
1005	A-Z BUS SALES, INC.	04/08/2021	Regular	0.00	233.12	108741
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
01P703493	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	24.03	
	750-7300-7037-0000		VEHICLE MAINTENANCE		24.03	
01P703516	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	209.09	
	750-7900-7037-0000		VEHICLE MAINTENANCE		209.09	
1140	BEAUMONT SAFE & LOCK	04/08/2021	Regular	0.00	99.00	108742
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
74098	Invoice	04/07/2021	BUILDING MAINTENANCE	0.00	99.00	
	100-6000-7085-6045		BLDG MAINT- COMMUNI		99.00	
3602	BURRTEC WASTE GROUP, INC	04/08/2021	Regular	0.00	44,744.72	108743
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
04022021-2	Invoice	04/08/2021	SLUDGE HAULING SERVICES	0.00	44,744.72	
	700-4050-7068-0000		CONTRACTUAL SERVICES		744.72	
	700-4050-7068-0000		CONTRACTUAL SERVICES		44,000.00	
3780	CDCE INCORPORATED	04/08/2021	Regular	0.00	160.55	108744
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
116281-C	Invoice	04/07/2021	DEPT SUPPLIES	0.00	160.55	
	100-2050-7070-0000		SPECIAL DEPT SUPPLIES		160.55	
1242	CED	04/08/2021	Regular	0.00	120.68	108745
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0954-1001891	Invoice	04/08/2021	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	120.68	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES		120.68	
4212	CHARLES P. CROWLEY COMPANY, INC	04/08/2021	Regular	0.00	428.85	108746
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
S27971CMP	Invoice	04/08/2021	DEPT SUPPLIES	0.00	428.85	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		428.85	
1296	CLARK'S TOWING	04/08/2021	Regular	0.00	85.00	108747

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
S4505	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	85.00	
	<u>750-8300-7037-0000</u>		VEHICLE MAINTENANCE		85.00	
1298	CLASS ACTS AUTOBODY	04/08/2021	Regular	0.00	2,182.50	108748
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2854BDE9	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	2,182.50	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		800.00	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		1,382.50	
4361	COACHELLA VALLEY CHAPTER OF ICC	04/08/2021	Regular	0.00	100.00	108749
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0003	Invoice	04/08/2021	EMPLOYEE EDUCATION	0.00	100.00	
	<u>100-2150-7066-0000</u>		TRAVEL, EDUCATION, TRA		100.00	
1398	DEPARTMENT OF ENVIORNMENTAL HEALTH	04/08/2021	Regular	0.00	1,094.00	108750
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
IN0408175	Invoice	04/08/2021	ENVIRONMENTAL HEALTH PERMIT	0.00	1,094.00	
	<u>750-7300-7053-0000</u>		PERMITS, FEES AND LICE		1,094.00	
1424	DIRECTV	04/08/2021	Regular	0.00	115.99	108751
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
080503076X2103	Invoice	04/07/2021	BUILDING UTILITY	0.00	115.99	
	<u>100-6000-7010-6040</u>		UTILITIES - POLICE DEPT		115.99	
1460	EILEEN RODRIGUEZ	04/08/2021	Regular	0.00	16.86	108752
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
03/31/21	Invoice	04/07/2021	COMMUNITY EVENT SUPPLIES	0.00	16.86	
	<u>100-1550-7040-0000</u>		RECREATION PROGRAMS		16.86	
1501	FAIRVIEW FORD	04/08/2021	Regular	0.00	2,113.47	108753
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
782325	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	1,478.20	
	<u>750-8100-7037-0000</u>		VEHICLE MAINTENANCE		1,478.20	
C83654	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	635.27	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		635.27	
1518	FLYERS ENERGY	04/08/2021	Regular	0.00	459.84	108754
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
CFS-2556215	Invoice	04/07/2021	FUEL EXPENSE	0.00	459.84	
	<u>750-7600-7050-0000</u>		FUEL		151.96	
	<u>750-8000-7050-0000</u>		FUEL		62.17	
	<u>750-8300-7050-0000</u>		FUEL		245.71	
1533	FRONTIER COMMUNICATIONS	04/08/2021	Regular	0.00	843.31	108755
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
213-181-1343-03	Invoice	04/07/2021	PHONE UTILITY	0.00	69.47	
	<u>700-4050-7015-0000</u>		TELEPHONE		69.47	
951-769-8520-01	Invoice	04/07/2021	PHONE UTILITY	0.00	284.03	
	<u>100-1230-7015-6025</u>		TELEPHONE (CITY HALL)		284.03	
951-769-8530-06	Invoice	04/07/2021	PHONE UTILITY	0.00	238.44	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	750-7000-7015-0000	TELEPHONE	PHONE UTILITY		238.44	
951-769-8538-06	Invoice	04/07/2021	PHONE UTILITY	0.00	83.56	
	100-1230-7015-6048	TELEPHONE (POOL)	PHONE UTILITY		83.56	
951-769-8539-04	Invoice	04/07/2021	PHONE UTILITY	0.00	167.81	
	100-1230-7015-6045	TELEPHONE (COMM CTR)	PHONE UTILITY		167.81	
1553	GALLS INC.	04/08/2021	Regular	0.00	279.80	108756
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
BC1319519	Invoice	04/07/2021	EMPLOYEE UNIFORMS	0.00	279.80	
	100-2050-7065-0000	UNIFORMS	EMPLOYEE UNIFORMS		279.80	
3622	GEOTEK, INC	04/08/2021	Regular	0.00	3,500.00	108757
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
81833	Invoice	04/08/2021	ASBESTOS SURVEY - STEWART PARK	0.00	3,500.00	
	500-0000-8990-0000	CAPITAL OUTLAY	ASBESTOS SURVEY - STEWART P		3,500.00	
4181	HASA, INC	04/08/2021	Regular	0.00	2,472.40	108758
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
736569	Invoice	04/08/2021	Chemical Supplies for WWTP	0.00	2,472.40	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	Chemical Supplies for WWTP		2,472.40	
3515	HD SUPPLY FACILITIES MAINTENANCE LTD	04/08/2021	Regular	0.00	1,930.58	108759
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
521614	Invoice	04/08/2021	DEPARTMENT SUPPLIES - SEWER	0.00	1,513.52	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE		1,513.52	
521998	Invoice	04/08/2021	DEPARTMENT SUPPLIES - SEWER	0.00	417.06	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE		417.06	
3572	HECTOR ALVARADO	04/08/2021	Regular	0.00	1,530.00	108760
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1485	Invoice	04/08/2021	Bus Washing Service	0.00	1,530.00	
	750-7100-7068-0000	CONTRACTUAL SERVICES	Bus Washing Service		100.00	
	750-7400-7068-0000	CONTRACTUAL EXPENSES	Bus Washing Service		420.00	
	750-7600-7068-0000	CONTRACTUAL SERVICES	Bus Washing Service		300.00	
	750-7900-7068-0000	CONTRACTUAL SERVICES	VEHICLE MAINTENANCE		300.00	
	750-8000-7068-0000	CONTRACTUAL SERVICES	VEHICLE MAINTENANCE		50.00	
	750-8300-7068-0000	CONTRACTUAL SERVICES	VEHICLE MAINTENANCE		360.00	
4333	MUNICIPAL EMERGENCY SERVICES INC.	04/08/2021	Regular	0.00	6,892.72	108761
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
IN1560002	Invoice	04/08/2021	Thermal Cameras (Portable)	0.00	6,892.72	
	240-2320-7070-0000	SPEC DEPT SUPPLIES - AM	Seek Reveal Fire PRO		6,479.97	
	240-2320-7070-0000	SPEC DEPT SUPPLIES - AM	SEEK TIC Gear Keeper with Alum		412.75	
1984	NAPA AUTO PARTS	04/08/2021	Regular	0.00	782.91	108762
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
139839	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	66.76	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		66.76	
148110	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	277.31	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		277.31	
148461	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	62.58	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		62.58	

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148753	Invoice	04/07/2021	DEPT SUPPLIES	0.00	31.24	
	750-7300-7070-0000		SPECIAL DEPT SUPPLIES		31.24	
149104	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	142.49	
	750-7600-7037-0000		VEHICLE MAINTENANCE		142.49	
149659	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	202.53	
	750-7600-7037-0000		VEHICLE MAINTENANCE		202.53	
2021	ORANGE COUNTY SHERIFF'S DEPT	04/08/2021	Regular	0.00	130.00	108763
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
05/17/21-05/21/	Invoice	04/07/2021	EMPLOYEE EDUCATION	0.00	130.00	
	100-2050-7066-0000		TRAVEL, EDUCATION, TRA		130.00	
2009	O'REILLY AUTO PARTS	04/08/2021	Regular	0.00	858.75	108764
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
2678-333789	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	375.60	
	760-0000-8040-0000		EQUIPMENT		375.60	
2678-333817	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	68.76	
	750-8300-7037-0000		VEHICLE MAINTENANCE		68.76	
2678-336861	Invoice	04/07/2021	EQUIPMENT MAINTENANCE	0.00	113.13	
	100-6050-7090-0000		EQUIPMENT SUPPLIES/M		113.13	
2678-336901	Credit Memo	04/07/2021	EQUIPMENT MAINTENANCE	0.00	-21.97	
	100-6050-7090-0000		EQUIPMENT SUPPLIES/M		-21.97	
2678-337025	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	107.00	
	750-7800-7037-0000		VEHICLE MAINTENANCE		107.00	
2678-338325	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	46.12	
	750-8300-7037-0000		VEHICLE MAINTENANCE		46.12	
2678-338451	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	40.04	
	100-2050-7037-0000		VEHICLE MAINTENANCE		40.04	
2678-338481	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	19.13	
	750-7300-7037-0000		VEHICLE MAINTENANCE		19.13	
2678-338491	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	47.32	
	100-2050-7037-0000		VEHICLE MAINTENANCE		47.32	
2678-338541	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	32.76	
	750-7600-7037-0000		VEHICLE MAINTENANCE		32.76	
2678-339505	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	30.86	
	750-7100-7037-0000		VEHICLE MAINTENANCE		30.86	
3025	OTC BRANDS, INC	04/08/2021	Regular	0.00	148.42	108765
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
707715128-01	Invoice	04/07/2021	COMMUNITY EVENT SUPPLIES	0.00	25.61	
	100-1550-7040-0000		RECREATION PROGRAMS		25.61	
708495723-01	Invoice	04/07/2021	COMMUNITY EVENTS	0.00	122.81	
	100-1550-7040-0000		RECREATION PROGRAMS		122.81	
2039	PARKHOUSE TIRE, INC.	04/08/2021	Regular	0.00	4,157.00	108766
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
2030198084	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	516.36	
	100-2050-7037-0000		VEHICLE MAINTENANCE		516.36	
2030198543	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	102.00	
	750-7300-7037-0000		VEHICLE MAINTENANCE		102.00	
2030198940	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	271.37	

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	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		271.37	
<u>2030198942</u>	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	387.43	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		387.43	
<u>2030198946</u>	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	1,097.98	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		1,097.98	
<u>2030199060</u>	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	129.25	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		129.25	
<u>2030199170</u>	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	1,652.61	
	<u>750-8300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		1,652.61	
2871	PARTS AUTHORITY METRO LLC	04/08/2021	Regular	0.00	4.26	108767
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>062-699061</u>	Invoice	04/07/2021	VEHICLE MAINTENANCE	0.00	4.26	
	<u>750-7900-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		4.26	
3642	PLACEWORKS, INC	04/08/2021	Regular	0.00	215.00	108768
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>74203</u>	Invoice	04/08/2021	Potrero Logistics PP2020-0273	0.00	215.00	
	<u>100-1350-7068-0000</u>	CONTRACTUAL SERVICES	Potrero Logistics PP2020-0273		215.00	
2072	POLYDYNE, INC.	04/08/2021	Regular	0.00	5,745.57	108769
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>1530323</u>	Invoice	04/08/2021	CHEMICALS & SUPPLIES	0.00	5,745.57	
	<u>700-4050-7070-0000</u>	SPECIAL DEPT SUPPLIES	CHEMICALS & SUPPLIES		5,745.57	
3652	PRUDENTIAL OVERALL SUPPLY	04/08/2021	Regular	0.00	516.97	108770
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>23130425</u>	Invoice	04/08/2021	WW - Prudential Uniforms	0.00	81.81	
	<u>700-4050-7065-0000</u>	UNIFORMS	WW - Prudential Uniforms		81.81	
<u>23133532</u>	Invoice	04/08/2021	WW - Prudential Uniforms	0.00	81.81	
	<u>700-4050-7065-0000</u>	UNIFORMS	WW - Prudential Uniforms		81.81	
<u>23136506</u>	Invoice	04/08/2021	Uniform Rental and Cleaning	0.00	130.09	
	<u>750-7100-7065-0000</u>	UNIFORMS	Uniform Rental and Cleaning		14.79	
	<u>750-7400-7065-0000</u>	UNIFORMS	Uniform Rental and Cleaning		35.63	
	<u>750-7600-7065-0000</u>	UNIFORMS	Uniform Rental and Cleaning		31.30	
	<u>750-7900-7065-0000</u>	UNIFORMS	Uniform Rental and Cleaning		19.90	
	<u>750-8300-7068-0000</u>	CONTRACTUAL SERVICES	UNIFORM RENTAL AND CLEANI		28.47	
<u>23136517</u>	Invoice	04/08/2021	Uniform Rental and Cleaning	0.00	54.65	
	<u>750-7300-7065-0000</u>	UNIFORMS	Uniform Rental and Cleaning		54.65	
<u>23136521</u>	Invoice	04/08/2021	Uniform Cleaning and Rental	0.00	84.16	
	<u>100-6050-7065-0000</u>	UNIFORMS	Uniform Cleaning and Rental		84.16	
<u>23136522</u>	Invoice	04/08/2021	WW - Prudential Uniforms	0.00	84.45	
	<u>700-4050-7065-0000</u>	UNIFORMS	WW - Prudential Uniforms		84.45	
2098	QUILL CORPORATON	04/08/2021	Regular	0.00	185.94	108771
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>15529274</u>	Invoice	04/07/2021	OFFICE SUPPLIES	0.00	176.25	
	<u>100-1200-7025-0000</u>	OFFICE SUPPLIES	OFFICE SUPPLIES		22.91	
	<u>100-1230-7090-0000</u>	EQUIPMENT SUPPLIES/M	OFFICE SUPPLIES		102.23	
	<u>700-4050-7025-0000</u>	OFFICE SUPPLIES	OFFICE SUPPLIES		51.11	
<u>15564945</u>	Invoice	04/07/2021	OFFICE SUPPLIES	0.00	9.69	

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Date Range: 04/03/2021 Item 1. 021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	700-4050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		9.69	
3681	RIVERSIDE COUNTY DEPARTMENT OF WASTE R	04/08/2021	Regular	0.00	936.73	108772
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
7631003	Invoice	04/07/2021	DEPT SUPPLIES	0.00	40.59	
	100-6050-7070-5100		SPEC DEPT EXP - FALLEN		40.59	
7631025	Invoice	04/07/2021	DEPT SUPPLIES	0.00	35.38	
	100-6050-7070-010A		SPEC DEPT EXP - IA 10A		17.69	
	100-6050-7070-014X		SPEC DEPT EXP - IA 14		17.69	
7631477	Invoice	04/07/2021	DEPT SUPPLIES	0.00	45.27	
	100-6050-7070-006A		SPEC DEPT EXP - IA 6A		45.27	
7707061	Invoice	04/07/2021	DEPT SUPPLIES	0.00	44.24	
	100-6050-7070-018X		SPEC DEPT EXP - IA 18		44.24	
7777377	Invoice	04/07/2021	DEPT SUPPLIES	0.00	10.25	
	100-6050-7070-06A1		SPEC DEPT EXP - IA 6A1		10.25	
7782082	Invoice	04/07/2021	DEPT SUPPLIES	0.00	32.56	
	100-6050-7070-006A		SPEC DEPT EXP - IA 6A		16.28	
	100-6050-7070-008A		SPEC DEPT EXP - IA 8A		16.28	
7782207	Invoice	04/07/2021	DEPT SUPPLIES	0.00	42.68	
	100-6050-7070-014X		SPEC DEPT EXP - IA 14		21.34	
	100-6050-7070-019A		SPEC DEPT EXP - IA 19A		21.34	
7782215	Invoice	04/07/2021	DEPT SUPPLIES	0.00	41.32	
	100-6050-7070-006A		SPEC DEPT EXP - IA 6A		41.32	
7782782	Invoice	04/07/2021	DEPT SUPPLIES	0.00	42.68	
	100-6050-7070-5100		SPEC DEPT EXP - FALLEN		42.68	
7782787	Invoice	04/07/2021	DEPT SUPPLIES	0.00	27.13	
	100-6050-7070-003X		SPEC DEPT EXP - IA 3		13.56	
	100-6050-7070-008A		SPEC DEPT EXP - IA 8A		13.57	
7791830	Invoice	04/07/2021	DEPT SUPPLIES	0.00	22.12	
	100-6050-7070-008A		SPEC DEPT EXP - IA 8A		22.12	
7832249	Invoice	04/07/2021	DEPT SUPPLIES	0.00	38.51	
	100-6050-7070-014X		SPEC DEPT EXP - IA 14		38.51	
7832676	Invoice	04/07/2021	DEPT SUPPLIES	0.00	28.10	
	100-6050-7070-003X		SPEC DEPT EXP - IA 3		28.10	
7832799	Invoice	04/07/2021	DEPT SUPPLIES	0.00	33.30	
	100-6050-7070-018X		SPEC DEPT EXP - IA 18		33.30	
7835644	Invoice	04/07/2021	DEPT SUPPLIES	0.00	10.25	
	100-6050-7070-018X		SPEC DEPT EXP - IA 18		10.25	
7836156	Invoice	04/07/2021	DEPT SUPPLIES	0.00	36.95	
	100-6050-7070-018X		SPEC DEPT EXP - IA 18		36.95	
7836353	Invoice	04/07/2021	DEPT SUPPLIES	0.00	14.50	
	100-6050-7070-018X		SPEC DEPT EXP - IA 18		14.50	
7836409	Invoice	04/07/2021	DEPT SUPPLIES	0.00	30.18	
	100-6050-7070-011A		SPEC DEPT EXP - IA 11A		30.18	
7836604	Invoice	04/07/2021	DEPT SUPPLIES	0.00	42.15	
	100-6050-7070-014X		SPEC DEPT EXP - IA 14		21.08	
	100-6050-7070-018X		SPEC DEPT EXP - IA 18		21.07	
7837051	Invoice	04/07/2021	DEPT SUPPLIES	0.00	34.35	
	100-6050-7070-018X		SPEC DEPT EXP - IA 18		34.35	
7837172	Invoice	04/07/2021	DEPT SUPPLIES	0.00	31.31	
	100-6050-7070-006A		SPEC DEPT EXP - IA 6A		31.31	
7837618	Invoice	04/07/2021	DEPT SUPPLIES	0.00	64.53	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-6050-7070-018X</u>	SPEC DEPT EXP - IA 18	DEPT SUPPLIES		64.53	
<u>7837681</u>	Invoice	04/07/2021	DEPT SUPPLIES	0.00	41.11	
	<u>100-6050-7070-018X</u>	SPEC DEPT EXP - IA 18	DEPT SUPPLIES		41.11	
<u>7837836</u>	Invoice	04/07/2021	DEPT SUPPLIES	0.00	29.14	
	<u>100-6050-7070-018X</u>	SPEC DEPT EXP - IA 18	DEPT SUPPLIES		29.14	
<u>7837903</u>	Invoice	04/07/2021	DEPT SUPPLIES	0.00	36.95	
	<u>100-6050-7070-018X</u>	SPEC DEPT EXP - IA 18	DEPT SUPPLIES		36.95	
<u>7838868</u>	Invoice	04/07/2021	DEPT SUPPLIES	0.00	81.18	
	<u>100-6050-7070-5050</u>	SPEC DEPT EXP - DEFORG	DEPT SUPPLIES		40.59	
	<u>100-6050-7070-5100</u>	SPEC DEPT EXP - FALLEN	DEPT SUPPLIES		40.59	
	Void	04/08/2021	Regular	0.00	0.00	108773
2171	RIVERSIDE COUNTY SHERIFF DEPARTMENT	04/08/2021	Regular	0.00	250.00	108774
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>SH0000038655</u>	Invoice	04/07/2021	PROFESSIONAL SERVICES	0.00	250.00	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		250.00	
2234	SAN BERNARDINO COUNTY SHERIFF'S DEPARTI	04/08/2021	Regular	0.00	9,287.00	108775
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>RNG-19-123</u>	Invoice	04/08/2021	San Bernardino County Sheriff Trimester	0.00	9,287.00	
	<u>100-2050-7066-0000</u>		TRAVEL, EDUCATION, TRA		9,287.00	
2257	SCOTT FAZEKAS & ASSOCIATES, INC.	04/08/2021	Regular	0.00	17,801.44	108776
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>21373</u>	Invoice	04/08/2021	SFA, Inc. Plan Check Services	0.00	17,801.44	
	<u>100-2150-7063-0000</u>		PLAN CHECK FEES		17,801.44	
2289	SIMPLIFILE	04/08/2021	Regular	0.00	668.00	108777
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>15002866323</u>	Invoice	04/07/2021	PROFESSIONAL SERVICES	0.00	668.00	
	<u>100-1200-7068-0000</u>		CONTRACTUAL SERVICES		668.00	
2311	SOUTHERN CALIFORNIA EDISON	04/08/2021	Regular	0.00	10,588.37	108778

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Date Range: 04/03/2021 - 04/07/2021 Item 1. 021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
04/07/21	Invoice	04/07/2021	ELECTRIC UTILITY	0.00	10,588.37	
	100-3250-7010-0000		UTILITIES		2,779.79	
	100-3250-7010-007A		UTILITIES (IA 7A)		156.11	
	100-3250-7010-007D		UTILITIES (IA 7D)		122.21	
	100-3250-7010-008A		UTILITIES (IA 8A)		443.86	
	100-3250-7010-008B		UTILITIES (IA 8B)		173.65	
	100-3250-7010-008C		UTILITIES (IA 8C)		375.41	
	100-3250-7010-008D		UTILITIES (IA 8D)		23.76	
	100-3250-7010-010A		UTILITIES (IA 10)		45.61	
	100-3250-7010-012A		UTILITIES (IA 12)		93.24	
	100-3250-7010-014A		UTILITIES (IA 14A)		180.55	
	100-3250-7010-014X		UTILITIES (IA 14)		90.96	
	100-3250-7010-019A		UTILITIES (IA 19A)		193.77	
	100-3250-7010-019C		UTILITIES (IA 19C)		222.00	
	100-3250-7010-06A1		UTILITIES (IA 6A1)		412.38	
	100-6050-7010-0000		UTILITIES		430.25	
	100-6050-7010-002X		UTILITIES IA 2		110.42	
	100-6050-7010-005X		UTILITIES IA 5		4,188.43	
	100-6050-7010-007A		UTILITIES IA 7A		13.79	
	100-6050-7010-008E		UTILITIES IA 8E		13.60	
	100-6050-7010-06A1		UTILITIES IA 6A1		26.05	
	100-6050-7010-5400		UTILITIES, PARK (SPORTS)		420.52	
	100-6050-7010-5500		UTILITIES, PARK (STEWAR)		72.01	
2405	THE COUNSELING TEAM	04/08/2021	Regular	0.00	1,795.00	108779
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
78417	Invoice	04/07/2021	EMPLOYEE EDUCATION	0.00	1,495.00	
	100-2050-7066-0000		TRAVEL, EDUCATION, TRA		1,495.00	
			EMPLOYEE EDUCATION			
78635	Invoice	04/07/2021	PROFESSIONAL SERVICES	0.00	300.00	
	100-1240-7068-0000		CONTRACTUAL SERVICES		300.00	
			PROFESSIONAL SERVICES			
2407	THE GAS COMPANY	04/08/2021	Regular	0.00	1,112.33	108780
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12604948096 04/	Invoice	04/07/2021	GAS UTILITY	0.00	1,112.33	
	700-4050-7010-0000		UTILITIES		1,112.33	
			GAS UTILITY			
2430	TIME WARNER CABLE	04/08/2021	Regular	0.00	2,810.41	108781
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0241971032521	Invoice	04/07/2021	BUILDING UTILITY	0.00	2,810.41	
	100-1230-7015-6025		TELEPHONE (CITY HALL)		2,810.41	
			BUILDING UTILITY			
2873	TPX COMMUNICATIONS	04/08/2021	Regular	0.00	462.54	108782
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
141410083-0	Invoice	04/07/2021	PHONE UTILITY	0.00	462.54	
	100-1230-7015-6040		TELEPHONE (POLICE DPT)		462.54	
			PHONE UTILITY			
3923	UPDOG MEDIA, LLC	04/08/2021	Regular	0.00	10,620.00	108783
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1082	Invoice	04/08/2021	Bus Wrap Removal and Installation	0.00	10,620.00	
	760-0000-7068-0000		CONTRACTUAL SERVICE		10,620.00	
			Bus Wrap Removal and Installati			
2484	VERIZON	04/08/2021	Regular	0.00	1,520.40	108784

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
9876388808	Invoice	04/07/2021	PHONE UTILITY	0.00	1,520.40	
	750-7100-7015-0000		TELEPHONE		144.74	
	750-7400-7015-0000		TELEPHONE		433.31	
	750-7600-7015-0000		TELEPHONE		361.86	
	750-7700-7015-0000		TELEPHONE		145.20	
	750-7800-7015-0000		TELEPHONE		72.52	
	750-7900-7015-0000		TELEPHONE		72.52	
	750-8000-7015-0000		TELEPHONE		72.52	
	750-8100-7015-0000		TELEPHONE		145.20	
	750-8200-7015-0000		TELEPHONE		72.53	
2490	VERIZON BUSINESS SERVICE	04/08/2021	Regular	0.00	1,643.20	108785
71787370	Invoice	04/07/2021	PHONE UTILITY	0.00	1,643.20	
	100-1230-7015-6040		TELEPHONE (POLICE DPT)		1,643.20	
2517	VOYAGER	04/08/2021	Regular	0.00	39,551.41	108786
8690650032113	Invoice	04/07/2021	FUEL EXPENSE	0.00	39,551.41	
	100-2000-7050-0000		FUEL		391.97	
	100-2030-7050-0000		FUEL		156.06	
	100-2050-7050-0000		FUEL		12,342.75	
	100-2100-7050-0000		FUEL		56.13	
	100-2150-7050-0000		FUEL		128.60	
	100-3100-7050-0000		FUEL		552.80	
	100-3250-7050-0000		FUEL		1,878.06	
	100-6050-7050-0000		FUEL		5,533.04	
	700-4050-7050-0000		FUEL		2,063.64	
	750-7100-7050-0000		FUEL		443.58	
	750-7300-7050-0000		FUEL		559.25	
	750-7400-7050-0000		FUEL		6,585.76	
	750-7600-7050-0000		FUEL		2,871.30	
	750-7700-7050-0000		FUEL		54.91	
	750-7800-7050-0000		FUEL		1,691.65	
	750-7900-7050-0000		FUEL		1,525.96	
	750-8300-7050-0000		FUEL		2,715.95	
3422	WAXIE SANITARY SUPPLY	04/08/2021	Regular	0.00	434.77	108787
79739285	Invoice	04/07/2021	DEPT SUPPLIES	0.00	434.77	
	100-6050-7070-5999		SPEC DEPT EXP - ALL PAR		434.77	
3908	WEST COAST ARBORISTS, INC	04/08/2021	Regular	0.00	18,800.00	108788
169122	Invoice	04/08/2021	City Hall, Station 66, PD trim trees	0.00	18,800.00	
	100-6000-7157-6025		TREE TRIMMING		18,800.00	
2555	XYLEM DEWATERING SOLUTIONS U.S.A INC	04/08/2021	Regular	0.00	285.54	108789

Check Report

Date Range: 04/03/2021 - 04/08/2021 Item 1. 16

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
401075779	Invoice	04/08/2021	PUMP RENTAL FOR LITTLE LOWER OAK LIF	0.00	285.54	
700-4050-7075-0000	EQUIPMENT LEASING/RE	PUMP RENTAL FOR LITTLE LOW			285.54	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	119	54	0.00	251,116.39
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	68	2	0.00	14,714.56
	187	57	0.00	265,830.95

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	119	54	0.00	251,116.39
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	68	2	0.00	14,714.56
	187	57	0.00	265,830.95

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	4/2021	265,830.95
			265,830.95



WARRANTS TO BE RATIFIED

Thursday, April 15, 2021

Printed Checks	108793-108860	\$	435,818.40	FY 20/21
ACH	414-420	\$	1,717,548.09	
	A/P Total	\$	<u>2,153,366.49</u>	

SCANNED

Bank Draft	Return Settle Offset	\$	4,081.39	Bank Draft Return
	Kaiser	\$	178.00	HSA Paydate 4/9/21

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2020 - JUNE 30, 2021

Barry Smith

SIGNATURE: _____
TITLE: CITY TREASURER

[Signature]

SIGNATURE: _____
TITLE: FINANCE DIRECTOR



City of Beaumont, CA

Check Report Item 1.

By Check Number

Date Range: 04/09/2021 - 04/15/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-AP Bank						
3503	CITIZENS BUSINESS BANK	04/15/2021	EFT	0.00	58,939.45	414
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
APPLICATION 27	Invoice	04/14/2021	W LYLES RETENTION ESCROW	0.00	58,939.45	
	Account Number		Account Name		Item Description	Distribution Amount
	710-0000-8030-0000		CAPITAL IMPROVEMENT		W LYLES RETENTION ESCROW	58,939.45
3229	ICMA - RC	04/15/2021	EFT	0.00	5,061.22	415
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
PD 04/09/21	Invoice	04/14/2021	EMPLOYEE CONTRIBUTIONS	0.00	5,061.22	
	Account Number		Account Name		Item Description	Distribution Amount
	100-0000-2075-0000		DEFERRED COMPENSATI		EMPLOYEE CONTRIBUTIONS	4,161.22
	100-1200-6026-0000		DEFERRED COMP		EMPLOYEE CONTRIBUTIONS	900.00
2264	SEIU	04/15/2021	EFT	0.00	2,326.30	416
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
PD 04/09/21	Invoice	04/14/2021	UNION DUES	0.00	2,326.30	
	Account Number		Account Name		Item Description	Distribution Amount
	100-0000-2061-0000		P.E.R.C. DUES & INS		UNION DUES	2,326.30
3400	T.E. ROBERTS, INC	04/15/2021	EFT	0.00	13,479.59	417
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
3901	Invoice	04/14/2021	Vent Line Installation on San Timoteo Can	0.00	13,479.59	
	Account Number		Account Name		Item Description	Distribution Amount
	710-0000-8030-0000		CAPITAL IMPROVEMENT		Vent Line Installation on San Ti	13,479.59
3396	W.M. LYLES CO.	04/15/2021	EFT	0.00	1,119,849.53	418
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
APPLICATION 27	Invoice	04/14/2021	WWTP SALT MITIGATION UPGRADE - CON	0.00	1,119,849.53	
	Account Number		Account Name		Item Description	Distribution Amount
	710-0000-8030-0000		CAPITAL IMPROVEMENT		WWTP SALT MITIGATION UPGR	1,119,849.53
2540	WESTERN RIVERSIDE COUNTY REGIONAL CONS	04/15/2021	EFT	0.00	96,062.00	419
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
MARCH 2021	Invoice	04/14/2021	MSHCP FEES	0.00	96,062.00	
	Account Number		Account Name		Item Description	Distribution Amount
	570-0000-2005-0000		DUE TO WRCRA (MSHCP)		MSHCP FEES	96,062.00
3101	WRCOG	04/15/2021	EFT	0.00	421,830.00	420
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
MARCH 2021	Invoice	04/14/2021	TUMF FEES	0.00	421,830.00	
	Account Number		Account Name		Item Description	Distribution Amount
	570-0000-2010-0000		DUE TO WRCOG (TUMF)		TUMF FEES	421,830.00
4260	10-8 RETROFIT INC	04/15/2021	Regular	0.00	7,082.55	108793
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
17534	Invoice	04/14/2021	VEHICLE MAINTENANCE	0.00	300.00	
	Account Number		Account Name		Item Description	Distribution Amount
	100-2050-7037-0000		VEHICLE MAINTENANCE		VEHICLE MAINTENANCE	300.00
17681	Invoice	04/14/2021	Equipment Outfitng of Ford Escape	0.00	6,782.55	
	Account Number		Account Name		Item Description	Distribution Amount
	100-2050-8060-0000		VEHICLES		Equipment Outfitng of Ford Esc	6,782.55
3295	ADAM HALL	04/15/2021	Regular	0.00	248.90	108794

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
09219	Invoice 100-6000-7085-6025	04/14/2021	BUILDING MAINTENANCE BLDG MAINT - CITY HALL	0.00	248.90	
3761	AKINS IT INC	04/15/2021	Regular	0.00	2,346.00	108795
21769	Invoice 100-0000-7072-0000	04/13/2021	COMPUTER SOFTWARE COMPUTER SUPPLIES/MA	0.00	2,346.00	
4363	ALEX TOWING	04/15/2021	Regular	0.00	500.00	108796
11416	Invoice 100-2050-7068-0000	04/14/2021	PROFESSIONAL SERVICES CONTRACTUAL SERVICES	0.00	250.00	
11418	Invoice 100-2050-7068-0000	04/14/2021	PROFESSIONAL SERVICES CONTRACTUAL SERVICES	0.00	250.00	
1050	AMAZON CAPITAL SERVICES	04/15/2021	Regular	0.00	7,041.36	108797
14K3-MDHD-QDX	Invoice 220-0000-4385-0000	04/14/2021	COMPUTER SUPPLIES COPS FUNDING	0.00	1,214.83	
14KM-44PD-VY4L	Invoice 100-2000-7025-0000 100-2050-7025-0000	04/14/2021	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	0.00	225.97	
16NF-37X7-1TJC	Invoice 100-2000-7025-0000 100-2050-7025-0000	04/14/2021	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	0.00	60.24	
16YF-TWWX-6VV	Invoice 100-2000-7025-0000 100-2050-7025-0000	04/14/2021	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	0.00	386.96	
17H4-H1NH-DPH	Invoice 100-2000-7025-0000 100-2050-7025-0000	04/14/2021	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	0.00	759.75	
17YV-CHHM-M9C	Invoice 700-4050-7070-0000	04/14/2021	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	25.07	
19CW-3PN6-JPHV	Invoice 100-2150-7070-0000	04/14/2021	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	408.63	
19JN-CXFL-KPFC	Invoice 100-1230-7090-0000	04/14/2021	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	298.71	
1D6G-W71M-XD	Invoice 100-2000-7025-0000 100-2050-7025-0000	04/14/2021	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	0.00	22.02	
1F3T-9RP9-NNK4	Invoice 100-2000-7025-0000 100-2050-7025-0000	04/14/2021	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	0.00	47.13	
1FW7-Q4PY-KPL1	Invoice 100-2150-7025-0000	04/14/2021	OFFICE SUPPLIES OFFICE SUPPLIES	0.00	44.55	
1GF7-J3HQ-WK4	Invoice 100-2000-7025-0000 100-2050-7025-0000	04/14/2021	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	0.00	105.52	
1JPY-Y3VM-9J9N	Invoice 100-2000-7025-0000 100-2050-7025-0000	04/14/2021	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	0.00	211.61	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1JYQ-FPHD-4C11	Invoice	04/14/2021	COMPUTER SUPPLIES	0.00	87.25	
	100-1230-7072-6040		COMPUTER SUPPLIES/MA		87.25	
1LN1-CDKF-LGRY	Invoice	04/14/2021	OFFICE SUPPLIES	0.00	162.98	
	100-2000-7025-0000		OFFICE SUPPLIES		8.15	
	100-2050-7025-0000		OFFICE SUPPLIES		154.83	
1M31-J37X-Y6GD	Invoice	04/14/2021	OFFICE SUPPLIES	0.00	83.38	
	100-2000-7025-0000		OFFICE SUPPLIES		4.17	
	100-2050-7025-0000		OFFICE SUPPLIES		79.21	
1MPK-Q6LR-KWY	Invoice	04/14/2021	DEPT SUPPLIES	0.00	431.00	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		431.00	
1N3N-PQNF-3HX	Invoice	04/14/2021	EQUIPMENT MAINTENANCE	0.00	106.67	
	100-1230-7090-0000		EQUIPMENT SUPPLIES/M		106.67	
1N3N-PQNF-JLT	Invoice	04/14/2021	OFFICE SUPPLIES	0.00	60.32	
	100-1230-7072-0000		COMPUTER SUPPLIES/MA		60.32	
1NQD-17LL-L7FV	Invoice	04/14/2021	OFFICE SUPPLIES	0.00	37.69	
	100-1050-7025-0000		OFFICE SUPPLIES		37.69	
1TDQ-1LGV-6MQ	Invoice	04/14/2021	OFFICE SUPPLIES	0.00	202.50	
	100-2000-7025-0000		OFFICE SUPPLIES		10.12	
	100-2050-7025-0000		OFFICE SUPPLIES		192.38	
1VHT-91VW-JDFP	Invoice	04/14/2021	OFFICE SUPPLIES	0.00	490.51	
	100-2000-7025-0000		OFFICE SUPPLIES		24.53	
	100-2050-7025-0000		OFFICE SUPPLIES		465.98	
1VHY-NKPT-3CPQ	Invoice	04/14/2021	COMPUTER SUPPLIES	0.00	168.07	
	100-1230-7072-0000		COMPUTER SUPPLIES/MA		168.07	
1W9K-LMCP-X94	Invoice	04/14/2021	COMPUTER SUPPLIES	0.00	1,338.84	
	100-1230-7072-0000		COMPUTER SUPPLIES/MA		1,338.84	
1WJ7-QJFG-K3DH	Invoice	04/14/2021	OFFICE SUPPLIES	0.00	7.33	
	100-1230-7025-0000		OFFICE SUPPLIES		7.33	
1Y1G-GPRC-HMC	Invoice	04/14/2021	OFFICE SUPPLIES	0.00	35.52	
	100-2000-7025-0000		OFFICE SUPPLIES		1.78	
	100-2050-7025-0000		OFFICE SUPPLIES		33.74	
1Y1V-GT3W-LTW	Invoice	04/14/2021	OFFICE SUPPLIES	0.00	18.31	
	100-2000-7025-0000		OFFICE SUPPLIES		0.92	
	100-2050-7025-0000		OFFICE SUPPLIES		17.39	
	Void	04/15/2021	Regular	0.00	0.00	108798
1053	AMERICAN FORENSIC NURSES	04/15/2021	Regular	0.00	484.56	108799
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
74426	Invoice	04/14/2021	American Forensic Nurses BloodDraw Ser	0.00	363.42	
	100-2050-7068-0000		CONTRACTUAL SERVICES		363.42	
74467	Invoice	04/14/2021	American Forensic Nurses BloodDraw Ser	0.00	121.14	
	100-2050-7068-0000		CONTRACTUAL SERVICES		121.14	
3722	ARCHIVESOCIAL	04/15/2021	Regular	0.00	4,788.00	108800
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
15786	Invoice	04/14/2021	COMPUTER SOFTWARE	0.00	4,788.00	
	100-1230-7071-0000		SOFTWARE		4,788.00	
1121	BDL ALARMS	04/15/2021	Regular	0.00	2,172.00	108801
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
BLT01-1357	Invoice	04/14/2021	SECURITY SERVICES	0.00	336.00	
	100-6000-7087-6048		SECURITY - POOL		336.00	
BLT01-1473	Invoice	04/14/2021	SECURITY SERVICES	0.00	420.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-6000-7087-6060	SECURITY - 713 W 4TH ST	SECURITY SERVICES		420.00	
L7C-1353	Invoice	04/14/2021	SECURITY SERVICES	0.00	456.00	
	100-6000-7087-5400	SECURITY - SPORTS PARK	SECURITY SERVICES		456.00	
L7C-1490	Invoice	04/14/2021	SECURITY SERVICES	0.00	600.00	
	100-6000-7087-6060	SECURITY - 713 W 4TH ST	SECURITY SERVICES		600.00	
L7C-5337	Invoice	04/14/2021	SECURITY SERVICES	0.00	360.00	
	100-6000-7087-6050	SECURITY - 450 E 4TH ST	SECURITY SERVICES		360.00	

1147 Payable #	BEAUMONT CHERRY VALLEY WATER DIST.	04/15/2021	Regular	0.00	59,154.79	108802
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
05/03/20	Invoice	04/14/2021	WATER UTILITY	0.00	59,154.79	
	100-3250-7010-0000	UTILITIES	WATER UTILITY		3,958.37	
	100-3250-7010-007A	UTILITIES (IA 7A)	WATER UTILITY		1,287.08	
	100-3250-7010-007B	UTILITIES (IA 7B)	WATER UTILITY		370.32	
	100-3250-7010-008A	UTILITIES (IA 8A)	WATER UTILITY		312.55	
	100-3250-7010-008B	UTILITIES (IA 8B)	WATER UTILITY		354.17	
	100-3250-7010-010A	UTILITIES (IA 10)	WATER UTILITY		465.60	
	100-3250-7010-012A	UTILITIES (IA 12)	WATER UTILITY		292.37	
	100-3250-7010-014B	UTILITIES (IA 14B)	WATER UTILITY		1,967.37	
	100-3250-7010-014X	UTILITIES (IA 14)	WATER UTILITY		5,430.63	
	100-3250-7010-015X	UTILITIES (IA 15)	WATER UTILITY		1,445.96	
	100-3250-7010-016X	UTILITIES (IA 16)	WATER UTILITY		859.93	
	100-3250-7010-018X	UTILITIES (IA 18)	WATER UTILITY		79.49	
	100-3250-7010-019A	UTILITIES (IA 19A)	WATER UTILITY		432.65	
	100-3250-7010-019C	UTILITIES (IA 19C)	WATER UTILITY		82.83	
	100-3250-7010-06A1	UTILITIES (IA 6A1)	WATER UTILITY		4,947.75	
	100-6000-7010-6045	UTILITIES - COMMUNITY	WATER UTILITY		375.97	
	100-6050-7010-0000	UTILITIES	WATER UTILITY		2,828.24	
	100-6050-7010-003X	UTILITIES IA 3	WATER UTILITY		5,919.56	
	100-6050-7010-007A	UTILITIES IA 7A	WATER UTILITY		719.12	
	100-6050-7010-008A	UTILITIES IA 8A (SUNDAN	WATER UTILITY		4,884.57	
	100-6050-7010-008C	UTILITIES IA 8C	WATER UTILITY		29.15	
	100-6050-7010-008D	UTILITIES IA 8D	WATER UTILITY		165.52	
	100-6050-7010-008E	UTILITIES IA 8E	WATER UTILITY		79.49	
	100-6050-7010-014A	UTILITIES IA 14A (OAK VA	WATER UTILITY		785.98	
	100-6050-7010-014B	UTILITIES IA 14B	WATER UTILITY		1,588.70	
	100-6050-7010-017A	UTILITIES IA 17A (TOURN	WATER UTILITY		1,419.70	
	100-6050-7010-017C	UTILITIES IA 17C	WATER UTILITY		113.34	
	100-6050-7010-018X	UTILITIES IA 18	WATER UTILITY		29.15	
	100-6050-7010-019C	UTILITIES IA 19C	WATER UTILITY		365.52	
	100-6050-7010-020X	UTILITIES IA 20	WATER UTILITY		426.92	
	100-6050-7010-06A1	UTILITIES IA 6A1	WATER UTILITY		257.02	
	100-6050-7010-1601	UTILITIES IA 1601	WATER UTILITY		2,364.78	
	100-6050-7010-5050	UTILITIES, PARK (DEFORG	WATER UTILITY		706.04	
	100-6050-7010-5200	UTILITIES, PARK (PALMER)	WATER UTILITY		15.43	
	100-6050-7010-5250	UTILITIES, PARK (RANGEL)	WATER UTILITY		775.80	
	100-6050-7010-5350	UTILITIES, PARK (SHADO	WATER UTILITY		29.15	
	100-6050-7010-5400	UTILITIES, PARK (SPORTS	WATER UTILITY		6,266.35	
	100-6050-7010-5450	UTILITIES, PARK (STETSON	WATER UTILITY		2,650.72	
	100-6050-7010-5500	UTILITIES, PARK (STEWAR	WATER UTILITY		2,106.73	
	100-6050-7010-5600	UTILITIES, PARK (TREVINO	WATER UTILITY		79.49	
	100-6050-7010-5650	UTILITIES, PARK (VETERA	WATER UTILITY		15.43	
	100-6050-7010-5700	UTILITIES, PARK (WILD FL	WATER UTILITY		925.33	
	700-4050-7010-0000	UTILITIES	WATER UTILITY		924.52	
	700-4050-7010-019C	UTILITIES (IA 19C)	WATER UTILITY		20.00	

1140	BEAUMONT SAFE & LOCK	04/15/2021	Regular	0.00	32.33	108803
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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
	Invoice	04/14/2021	DEPT SUPPLIES	0.00	32.33	
			SPECIAL DEPT SUPPLIES		32.33	
1204	CALIFORNIA INLAND EMPIRE COUNCIL	04/15/2021	Regular	0.00	291.00	108804
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
	Invoice	04/14/2021	LOCAL MEETING	0.00	291.00	
			LOCAL MEETINGS		291.00	
4367	CHRISTOPHER SORENSEN	04/15/2021	Regular	0.00	3,589.91	108805
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
	Invoice	04/15/2021	COMPENSATION TO EMPLOYEE	0.00	3,589.91	
			PAYROLL SUSPENSE		3,589.91	
4367	CHRISTOPHER SORENSEN	04/15/2021	Regular	0.00	2,302.88	108806
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
	Invoice	04/15/2021	FINAL WORK HOURS	0.00	2,302.88	
			PAYROLL SUSPENSE		2,302.88	
1287	CITY OF CALIMESA	04/15/2021	Regular	0.00	700.00	108807
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
	Invoice	04/14/2021	CALIMESA PERMIT FEES AGREEMENT	0.00	700.00	
			DEVELOPMENT FEE DUE		700.00	
4209	COMMERCIAL CLEANING SOLUTIONS INC	04/15/2021	Regular	0.00	10,120.00	108808
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
	Invoice	04/14/2021	Janitorial cleaning for buildings	0.00	10,120.00	
			BLDG MAINT - CITY HALL		5,574.41	
			BLDG MAINT- CITY HALL B		471.59	
			BLDG MAINT CITY HALL B		255.05	
			BLDG MAINT - POLICE DE		2,406.09	
			BLDG MAINT POLICE AN		255.05	
			BLDG MAINT- 713 W 4TH		81.81	
			BUILDING SUPPLIES/MAI		471.59	
			BUILDING SUPPLIES/MAI		479.29	
			BUILDING SUPPLIES/MAI		125.12	
3299	CONVERGEONE	04/15/2021	Regular	0.00	7,214.00	108809
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
	Invoice	04/14/2021	enhance the current wi fi infrastructure	0.00	7,214.00	
			COMMUNITY PROGRAM		7,214.00	
1402	DEPARTMENT OF JUSTICE	04/15/2021	Regular	0.00	1,004.00	108810
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
	Invoice	04/14/2021	Department of Justice - Livescan Fees	0.00	584.00	
			LIVE SCAN FINGERPRINTI		584.00	
	Invoice	04/14/2021	PROFESSIONAL SERVICES	0.00	105.00	
			CONTRACTUAL SERVICES		105.00	
	Invoice	04/14/2021	PROFESSIONAL SERVICES	0.00	315.00	
			CONTRACTUAL SERVICES		315.00	
1428	DIVISION OF STATE ARCHITECT	04/15/2021	Regular	0.00	53.60	108811

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/14/2021	SBI186 FEES	0.00	53.60	
			BUSINESS LICENSE-SB118		53.60	
1437	DOUBLE MAP	04/15/2021	Regular	0.00	7,111.70	108812
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/14/2021	Double Map	0.00	7,111.70	
			EQUIPMENT		4,824.53	
			BUS LIFT/JACKSTAND/TO		2,287.17	
1464	ELIZABETH GIBBS	04/15/2021	Regular	0.00	355.00	108813
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/14/2021	REIMBURSEMENT FOR EMERGENCY REPA	0.00	355.00	
			VEHICLE MAINTENANCE		355.00	
1479	ENTENMANN-ROVIN CO	04/15/2021	Regular	0.00	262.90	108814
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/14/2021	EMPLOYEE UNIFORMS	0.00	262.90	
			UNIFORMS		262.90	
1501	FAIRVIEW FORD	04/15/2021	Regular	0.00	941.93	108815
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/14/2021	VEHICLE MAINTENANCE	0.00	941.93	
			VEHICLE MAINTENANCE		941.93	
1518	FLYERS ENERGY	04/15/2021	Regular	0.00	787.11	108816
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/14/2021	FUEL EXPENSE	0.00	787.11	
			FUEL		242.45	
			FUEL		62.06	
			FUEL		258.06	
			FUEL		224.54	
1522	FOX OCCUPATIONAL	04/15/2021	Regular	0.00	315.00	108817
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/14/2021	HIRING COSTS	0.00	315.00	
			RECRUITMENT AND HIRI		315.00	
1533	FRONTIER COMMUNICATIONS	04/15/2021	Regular	0.00	1,642.39	108818
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/14/2021	PHONE UTILITY	0.00	85.98	
			TELEPHONE (4th ST YARD)		85.98	
	Invoice	04/14/2021	PHONE UTILITY	0.00	70.07	
			TELEPHONE SPORTS PAR		70.07	
	Invoice	04/14/2021	PHONE UTILITY	0.00	1,431.61	
			TELEPHONE (POLICE DPT)		1,431.61	
	Invoice	04/14/2021	PHONE UTILITY	0.00	54.73	
			TELEPHONE		54.73	
1553	GALLS INC.	04/15/2021	Regular	0.00	372.39	108819

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
1585	GRAINGER	04/15/2021	Regular	0.00	60.29	108820
	Invoice	04/14/2021	EMPLOYEE UNIFORMS	0.00	372.39	
			COPS FUNDING		372.39	
	Invoice	04/14/2021	WW SPECIAL DEPT SUPPLIES - MOTORS, P	0.00	60.29	
			SPECIAL DEPT SUPPLIES		60.29	
4181	HASA, INC	04/15/2021	Regular	0.00	2,872.99	108821
	Invoice	04/14/2021	Chemical Supplies for WWTP	0.00	2,872.99	
			SPECIAL DEPT SUPPLIES		2,872.99	
1612	HEARD'S INVESTIGATIONS AND POLYGRAPH LL	04/15/2021	Regular	0.00	700.00	108822
	Invoice	04/14/2021	HIRING COSTS	0.00	350.00	
			RECRUITMENT AND HIRI		350.00	
	Invoice	04/14/2021	HIRING COSTS	0.00	350.00	
			RECRUITMENT AND HIRI		350.00	
3572	HECTOR ALVARADO	04/15/2021	Regular	0.00	1,680.00	108823
	Invoice	04/14/2021	Bus Washing Service	0.00	1,680.00	
			CONTRACTUAL SERVICES		-0.01	
			CONTRACTUAL SERVICES		100.00	
			CONTRACTUAL SERVICES		0.01	
			CONTRACTUAL EXPENSES		0.01	
			CONTRACTUAL EXPENSES		679.99	
			CONTRACTUAL SERVICES		250.00	
			CONTRACTUAL SERVICES		300.00	
			CONTRACTUAL SERVICES		100.00	
			CONTRACTUAL SERVICES		250.00	
1643	HUNTINGTON COURT REPORTERS & TRANSCRI	04/15/2021	Regular	0.00	234.42	108824
	Invoice	04/14/2021	Huntington Transcription Servcies for FY 2	0.00	234.42	
			CONTRACTUAL SERVICES		234.42	
1649	IAPMO	04/15/2021	Regular	0.00	250.00	108825
	Invoice	04/14/2021	MEMBERSHIP DUES	0.00	250.00	
			DUES & SUBSCRIPTIONS		250.00	
1662	INFOSEND, INC	04/15/2021	Regular	0.00	10,768.15	108826
	Invoice	04/14/2021	PROFESSIONAL SERVICES	0.00	10,768.15	
			CONTRACTUAL SERVICES		10,768.15	
1704	JAYTOWN INDUSTRIES, INC.	04/15/2021	Regular	0.00	199.69	108827

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
4391	Invoice 700-4050-7037-0000	04/14/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	199.69 199.69	
1806	KONICA MINOLTA PREMIER FINANCE	04/15/2021	Regular	0.00	4,120.47	108828
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
439515297	Invoice 100-1230-7075-6025 100-1230-7075-6026 100-1230-7075-6040 100-1230-7075-6041 700-4050-7075-0000 750-7000-7075-0000	04/14/2021	EQUIPMENT RENTAL EQUIPMENT LEASING/RE EQUIPMENT LEASING/RE EQUIPMENT LEASING/RE EQUIPMENT LEASING/RE EQUIPMENT LEASING/RE EQUIPMENT LEASING/RE	0.00	3,464.60 866.14 433.08 866.14 433.08 433.08 433.08	
439718461	Invoice 100-1230-7075-6026 700-4050-7075-0000	04/14/2021	EQUIPMENT RENTAL EQUIPMENT LEASING/RE EQUIPMENT LEASING/RE	0.00	655.87 459.11 196.76	
4213	MICHAEL PINA	04/15/2021	Regular	0.00	690.00	108829
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
19356	Invoice 100-2050-7037-0000 100-2050-7037-0000	04/14/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	445.00 70.00 375.00	
20484	Invoice 100-2050-7037-0000 100-2050-7037-0000	04/14/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	245.00 70.00 175.00	
3373	MIRIAM AVALOS	04/15/2021	Regular	0.00	475.00	108830
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
04/06/21	Invoice 750-8300-7037-0000	04/14/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	275.00 275.00	
2602 KENS TRUC	Invoice 100-6050-7037-0000	04/14/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	200.00 200.00	
1984	NAPA AUTO PARTS	04/15/2021	Regular	0.00	27.99	108831
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
118676	Invoice 100-6050-7037-0000	04/14/2021	SECURITY SERVICES VEHICLE MAINTENANCE	0.00	27.99 27.99	
4331	NTH GENERATION COMPUTING, INC.	04/15/2021	Regular	0.00	183,529.11	108832
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
38302H	Invoice 100-1230-7071-0000 100-1230-8040-0000	04/14/2021	BACKUP AND RECOVERY SOLUTION SOFTWARE EQUIPMENT	0.00	17,225.90 3,050.71 14,175.19	
38303H	Invoice 100-1230-7071-0000 100-1230-8040-0000	04/14/2021	BACKUP AND RECOVERY SOLUTION SOFTWARE EQUIPMENT	0.00	149,023.21 26,392.01 122,631.20	
38304H	Invoice 100-1230-7071-0000 100-1230-8040-0000	04/14/2021	BACKUP AND RECOVERY SOLUTION SOFTWARE EQUIPMENT	0.00	17,280.00 3,060.29 14,219.71	
3538	NUCKLES OIL COMPANY INC	04/15/2021	Regular	0.00	518.55	108833

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
621468	Invoice 700-4050-7050-0000	04/14/2021	FUEL EXPENSE FUEL	0.00	384.83	
631579	Invoice 700-4050-7050-0000	04/14/2021	FUEL EXPENSE FUEL	0.00	133.72	
2009	O'REILLY AUTO PARTS	04/15/2021	Regular	0.00	3,057.50	108834
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2678-172887	Invoice 100-2050-7037-0000	04/14/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	325.80	
2678-172926	Invoice 750-7400-7037-0000	04/14/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	20.44	
2678-189290	Invoice 100-2050-7037-0000	04/14/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	39.01	
2678-189296	Invoice 100-2050-7037-0000	04/14/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	69.69	
2678-189300	Credit Memo 100-2050-7037-0000	04/14/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	-108.70	
2678-197585	Invoice 100-2050-7037-0000	04/14/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	316.10	
2678-199463	Invoice 750-7600-7037-0000	04/14/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	14.66	
2678-220235	Invoice 100-3100-7037-0000	04/14/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	60.50	
2678-225042	Invoice 750-7400-7037-0000	04/14/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	17.44	
2678-229289	Invoice 750-7300-7037-0000	04/14/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	102.25	
2678-229639	Invoice 100-3250-7037-0000	04/14/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	27.98	
2678-233589	Invoice 100-2050-7037-0000	04/14/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	5.59	
2678-244611	Invoice 750-7600-7037-0000	04/14/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	54.49	
2678-244658	Invoice 750-7600-7037-0000	04/14/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	54.49	
2678-247919	Invoice 100-6050-7090-0000	04/14/2021	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	50.63	
2678-247920	Invoice 100-6050-7090-0000	04/14/2021	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	17.23	
2678-249367	Invoice 100-2030-7037-0000	04/14/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	16.09	
2678-256897	Invoice 100-2050-7037-0000	04/14/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	288.38	
2678-260715	Invoice 750-7300-7090-0000	04/14/2021	VEHICLE MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	229.68	
2678-267504	Invoice 750-7300-7037-0000	04/14/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	41.35	
2678-269016	Invoice 750-7300-7037-0000	04/14/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	194.60	
2678-269203	Invoice	04/14/2021	VEHICLE MAINTENANCE	0.00	45.07	

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	100-3100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		45.07	
2678-272655	Credit Memo	04/14/2021	VEHICLE MAINTENANCE	0.00	-164.10	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-164.10	
2678-273214	Invoice	04/14/2021	VEHICLE MAINTENANCE	0.00	219.17	
	100-3250-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		219.17	
2678-273239	Invoice	04/14/2021	VEHICLE MAINTENANCE	0.00	128.17	
	100-3250-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		128.17	
2678-273242	Invoice	04/14/2021	VEHICLE MAINTENANCE	0.00	73.18	
	100-3250-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		73.18	
2678-273312	Credit Memo	04/14/2021	VEHICLE MAINTENANCE	0.00	-68.01	
	100-3250-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-68.01	
2678-273871	Invoice	04/14/2021	VEHICLE MAINTENANCE	0.00	12.60	
	100-3250-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		12.60	
2678-277108	Invoice	04/14/2021	VEHICLE MAINTENANCE	0.00	123.27	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		123.27	
2678-277838	Invoice	04/14/2021	VEHICLE MAINTENANCE	0.00	56.84	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		56.84	
2678-277840	Invoice	04/14/2021	VEHICLE MAINTENANCE	0.00	47.36	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		47.36	
2678-278208	Invoice	04/14/2021	VEHICLE MAINTENANCE	0.00	1.07	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		1.07	
2678-285474	Invoice	04/14/2021	VEHICLE MAINTENANCE	0.00	4.30	
	750-7400-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		4.30	
2678-290453	Invoice	04/14/2021	VEHICLE MAINTENANCE	0.00	21.70	
	750-7400-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		21.70	
2678-291765	Invoice	04/14/2021	VEHICLE MAINTENANCE	0.00	17.39	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		17.39	
2678-293682	Invoice	04/14/2021	VEHICLE MAINTENANCE	0.00	49.53	
	100-3250-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		49.53	
2678-293722	Invoice	04/14/2021	VEHICLE MAINTENANCE	0.00	58.37	
	100-3250-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		58.37	
2678-296356	Invoice	04/14/2021	VEHICLE MAINTENANCE	0.00	23.69	
	100-3250-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		23.69	
2678-296845	Invoice	04/14/2021	VEHICLE MAINTENANCE	0.00	26.74	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		26.74	
2678-304832	Invoice	04/14/2021	VEHICLE MAINTENANCE	0.00	13.07	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		13.07	
2678-308762	Invoice	04/14/2021	VEHICLE MAINTENANCE	0.00	32.31	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		32.31	
2678-311565	Invoice	04/14/2021	VEHICLE MAINTENANCE	0.00	11.96	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		11.96	
2678-313044	Invoice	04/14/2021	VEHICLE MAINTENANCE	0.00	36.62	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		36.62	
2678-314889	Invoice	04/14/2021	VEHICLE MAINTENANCE	0.00	181.07	
	750-7800-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		181.07	
2678-325127	Invoice	04/14/2021	VEHICLE MAINTENANCE	0.00	268.43	
	750-7400-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		268.43	
	Void	04/15/2021	Regular	0.00	0.00	108835
	Void	04/15/2021	Regular	0.00	0.00	108836
2022	ORRICK, HERRINGTON & SUTCLIFFE LLP	04/15/2021	Regular	0.00	14,985.00	108837

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/14/2021	LEGAL SERVICES	0.00	14,985.00	
			CONTRACTUAL SERVICES		14,985.00	
2050	PAYCHEX OF NEW YORK LLC	04/15/2021	Regular	0.00	700.00	108838
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/14/2021	TIMECLOCK CHARGES	0.00	700.00	
			CONTRACTUAL SERVICES		23.36	
			CONTRACTUAL SERVICES		350.00	
			CONTRACTUAL SERVICES		70.00	
			CONTRACTUAL SERVICES		11.68	
			CONTRACTUAL SERVICES		5.84	
			CONTRACTUAL SERVICES		140.00	
			CONTRACTUAL EXPENSES		23.20	
			CONTRACTUAL SERVICES		11.68	
			CONTRACTUAL SERVICES		11.68	
			CONTRACTUAL SERVICES		11.68	
			CONTRACTUAL SERVICES		11.68	
			CONTRACTUAL SERVICES		11.68	
			CONTRACTUAL SERVICES		5.84	
			CONTRACTUAL SERVICES		17.52	
			CONTRACTUAL SERVICES		5.84	
2074	PRE PAID LEGAL SERVICES INC	04/15/2021	Regular	0.00	571.90	108839
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/14/2021	OPTIONAL EMPLOYEE INSURANCE	0.00	571.90	
			PRE PAID LEGAL		571.90	
3871	PRI MANAGEMENT GROUP	04/15/2021	Regular	0.00	99.00	108840
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/14/2021	EMPLOYEE TRAINING	0.00	99.00	
			TRAVEL, EDUCATION, TRA		99.00	
2079	PRO PIPE & SUPPLY	04/15/2021	Regular	0.00	209.57	108841
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/14/2021	DEPT SUPPLIES	0.00	209.57	
			SPEC DEPT EXP - STETSON		209.57	
3652	PRUDENTIAL OVERALL SUPPLY	04/15/2021	Regular	0.00	268.90	108842
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/14/2021	Uniform Rental and Cleaning	0.00	130.09	
			UNIFORMS		14.79	
			UNIFORMS		35.63	
			UNIFORMS		31.30	
			UNIFORMS		19.90	
			CONTRACTUAL SERVICES		28.47	
	Invoice	04/14/2021	Uniform Rental and Cleaning	0.00	54.65	
			UNIFORMS		54.65	
	Invoice	04/14/2021	Uniform Cleaning and Rental	0.00	84.16	
			UNIFORMS		84.16	
2098	QUILL CORPORATON	04/15/2021	Regular	0.00	57.83	108843

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
15728849	Invoice	04/14/2021	OFFICE SUPPLIES	0.00	57.83	
	100-1200-7025-0000		OFFICE SUPPLIES		57.83	
3035	QUINN COMPANY	04/15/2021	Regular	0.00	1,789.57	108844
WOG00009968	Invoice	04/14/2021	EQUIPMENT MAINTENANCE	0.00	1,789.57	
	700-4050-7090-0000		EQUIPMENT SUPPLIES/M		1,789.57	
2104	RAMONA HUMANE SOCIETY INC	04/15/2021	Regular	0.00	2,368.86	108845
COB03312 03/31	Invoice	04/14/2021	Ramona Humane Society Sheltering Servi	0.00	2,368.86	
	100-2000-7068-0000		CONTRACTUAL SERVICES		2,368.86	
3049	RIVERSIDE COMMUNITY COLLEGE DISTRICT	04/15/2021	Regular	0.00	115.00	108846
2021/709	Invoice	04/14/2021	EMPLOYEE TRAINING	0.00	115.00	
	100-2050-7066-0000		TRAVEL, EDUCATION, TRA		115.00	
1113	RYAN M. WESTBROOK INC	04/15/2021	Regular	0.00	93.00	108847
740656	Invoice	04/14/2021	ANIMAL CARE SERVICES	0.00	81.00	
	100-2000-7068-0000		CONTRACTUAL SERVICES		81.00	
743386	Invoice	04/14/2021	ANIMAL CARE SERVICES	0.00	12.00	
	100-2000-7068-0000		CONTRACTUAL SERVICES		12.00	
2026	SECURITY SIGNAL DEVICES, INC	04/15/2021	Regular	0.00	1,234.70	108848
R-00277902	Invoice	04/14/2021	SECURITY SERVICES	0.00	58.25	
	100-6000-7087-6040		SECURITY - POLICE DEPT		58.25	
R-00278778	Invoice	04/14/2021	SECURITY SERVICES	0.00	59.85	
	700-4050-7087-0000		SECURITY SERVICES		59.85	
R-00278891	Invoice	04/14/2021	SECURITY SERVICES	0.00	61.50	
	750-7300-7087-0000		SECURITY SERVICES		61.50	
R-00279227	Invoice	04/14/2021	SECURITY SERVICES	0.00	163.50	
	700-4050-7087-005X		SECURITY SERVICES		163.50	
R-00279948	Invoice	04/14/2021	SECURITY SERVICES	0.00	138.00	
	700-4050-7087-005X		SECURITY SERVICES		138.00	
R-00280438	Invoice	04/14/2021	SECURITY SERVICES	0.00	55.65	
	750-7000-7087-0000		SECURITY SERVICES		55.65	
R-00280766	Invoice	04/14/2021	SECURITY SERVICES	0.00	179.55	
	700-4050-7087-007A		SECURITY SERVICES		179.55	
R-00281513	Invoice	04/14/2021	SECURITY SERVICES	0.00	218.65	
	100-6000-7087-6025		SECURITY - CITY HALL		158.40	
	100-6000-7087-6026		SECURITY- CITY HALL BLD		60.25	
R-00282067	Invoice	04/14/2021	SECURITY SERVICES	0.00	186.50	
	100-6000-7087-6045		SECURITY - COMMUNITY		186.50	
R-00283402	Invoice	04/14/2021	SECURITY SERVICES	0.00	113.25	
	100-6000-7087-6040		SECURITY - POLICE DEPT		113.25	
2281	SHRED-IT	04/15/2021	Regular	0.00	453.67	108849

Check Report

Date Range: 04/09/2021 Item 1. 21

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/14/2021	OFFICE SUPPLIES	0.00	453.67	
			CONTRACTUAL SERVICES		86.33	
			OFFICE SUPPLIES		18.37	
			OFFICE SUPPLIES		348.97	
3767	SOUTHERN CALIFORNIA ALLIANCE OF PUBLICLY	04/15/2021	Regular	0.00	3,120.00	108850
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/14/2021	Annual Membership Dues for FY 21/22	0.00	3,120.00	
			DUES & SUBSCRIPTIONS		3,120.00	
2311	SOUTHERN CALIFORNIA EDISON	04/15/2021	Regular	0.00	20,084.69	108851
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/14/2021	ELECTRIC UTILITY	0.00	20,084.69	
			UTILITIES		10,162.12	
			UTILITIES (IA 3)		2,860.50	
			UTILITIES (IA 6B)		2,011.09	
			UTILITIES (IA 7B)		92.92	
			UTILITIES (IA 8A)		37.98	
			UTILITIES (IA 8C)		364.38	
			UTILITIES (IA 11A)		81.61	
			UTILITIES (IA 14)		1,352.88	
			UTILITIES (IA 19C)		2,983.62	
			UTILITIES (IA 6A1)		65.58	
			UTILITIES		72.01	
2407	THE GAS COMPANY	04/15/2021	Regular	0.00	924.77	108852
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/14/2021	GAS UTILITY	0.00	90.55	
			UTILITIES - POLICE ANNEX		90.55	
	Invoice	04/14/2021	GAS UTILITY	0.00	834.22	
			UTILITIES - COMMUNITY		834.22	
2416	THE PRESS ENTERPRISE	04/15/2021	Regular	0.00	470.40	108853
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/14/2021	ADVERTISING	0.00	168.80	
			ADVERTISING		168.80	
	Invoice	04/14/2021	ADVERTISING	0.00	301.60	
			ADVERTISING		301.60	
4267	THERESA MICHEL INVESTIGATIONS	04/15/2021	Regular	0.00	300.00	108854
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/14/2021	HIRING COSTS	0.00	300.00	
			RECRUITMENT AND HIRI		300.00	
2457	TYLER WORKS TECHNOLOGIES	04/15/2021	Regular	0.00	50.00	108855
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/14/2021	COMPUTER SOFTWARE	0.00	50.00	
			SOFTWARE		50.00	
2460	ULINE	04/15/2021	Regular	0.00	132.45	108856

Check Report

Date Range: 04/09/2021 Item 1. 021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/14/2021	DEPT SUPPLIES	0.00	132.45	
			SPECIAL DEPT SUPPLIES		132.45	
2484	VERIZON	04/15/2021	Regular	0.00	7,592.13	108857
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/14/2021	PD AIRCARDS	0.00	2,873.46	
			TELEPHONE		2,873.46	
	Invoice	04/14/2021	PHONE UTILITY	0.00	4,506.76	
			TELEPHONE		3,481.22	
			TELEPHONE		566.03	
			TELEPHONE		459.51	
	Invoice	04/14/2021	IPADS - 1550	0.00	76.02	
			TELEPHONE		76.02	
	Invoice	04/14/2021	IPADS 3100	0.00	76.02	
			TELEPHONE		76.02	
	Invoice	04/14/2021	IPADS - 1550-6050	0.00	59.87	
			TELEPHONE		59.87	
2516	VOHNE LICHE KENNELS INC	04/15/2021	Regular	0.00	125.00	108858
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/14/2021	K9 TRAINING	0.00	125.00	
			PROGRAM COSTS - K9		125.00	
3248	WEBB MUNICIPAL FINANCE, LLC	04/15/2021	Regular	0.00	49,487.50	108859
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/14/2021	20 21 WEBB CONTRACT AGREEMENT	0.00	49,487.50	
			CONTRACTUAL SERVICES		49,487.50	
3457	ZONAR SYSTEMS	04/15/2021	Regular	0.00	486.00	108860
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/14/2021	SOFTWARE	0.00	486.00	
			SOFTWARE		54.00	
			SOFTWARE		135.00	
			SOFTWARE		81.00	
			SOFTWARE		81.00	
			SOFTWARE		27.00	
			SOFTWARE		108.00	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	172	65	0.00	435,818.40
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	7	7	0.00	1,717,548.09
	179	75	0.00	2,153,366.49

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	172	65	0.00	435,818.40
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	7	7	0.00	1,717,548.09
	179	75	0.00	2,153,366.49

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	4/2021	2,153,366.49
			2,153,366.49



CITY COUNCIL CLOSED & REGULAR SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, May 04, 2021

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 - 5:00 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 will be made in the City Council Chambers.

CALL TO ORDER at 5:02 p.m.

Present: Mayor Lara, Mayor Pro Tem White (in attendance at 5:03 p.m.), Council Member Martinez, Council Member Fenn, Council Member Santos

Public Comments Regarding Closed Session

None

1. Conference with Labor Negotiators - Pursuant to Government Code Section 54957.6 City Designated Representatives City Manager Todd Parton and Administrative Services Director Kari Mendoza. Employee Organizations: Beaumont Police Officers Association and SEIU

No reportable action.

2. Conference with Legal Counsel Regarding Potential Initiation of Litigation Pursuant to Government Code 54956.9(d)(4) - One Potential Case

No reportable action.

3. Conference with Real property Negotiator Pursuant to Government Code Section 54956.8 for Property Known as Portions of APNs 418-190-004, 418-190-005, and **418-**

190-006. Agency Negotiator: City Manager Todd Parton or his Designee.
 Negotiating Parties: City of Beaumont and Orum Capital. Under Negotiation:
 Price and Terms

No reportable action.

4. Conference with Legal Counsel Regarding Potential Initiation of Litigation Pursuant to Government Code 54956.9(d)(4) - One Potential Case

No discussion.

Adjourn to Regular Session

REGULAR SESSION - 6:00 PM

CALL TO ORDER at 6:20 p.m.

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

Report out from Closed Session: *see above*

Action on any Closed Session Items: **None**

Action of any Requests for Excused Absence: **Treasurer Ginnetti**

Pledge of Allegiance

Approval / Adjustments to the Agenda: **None**

Conflict of Interest Disclosure: **None**

ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

R. Conde - Spoke as an employee and an SEIU bargaining unit member.

C. Cabrera - Spoke as an employee and SEIU member regarding the employee/employer MOU and the request of a fairness agreement.

L. Cenicerros - Spoke as an employee and SEIU member. Requested the continuation of a fairness agreement with the City.
R. Gleason - Spoke as an employee and SEIU member, asked for a fairness agreement within the MOU with the City.

S. Scissions - Spoke as an employee and SEIU member regarding fairness.
S. Rodriguez - Spoke as an employee and SEIU member. Asked for a fairness agreement with the City.

E. Alvarez - Spoke on behalf of SEIU member employees.

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. Ratification of Warrants

Recommended Action:

Ratify warrants dated March 11, 2021.

2. Approval of Minutes

Recommended Action:

Approve Minutes dated April 20, 2021.

3. Approval of Double Map, Inc., Invoice and Subscription Renewal

Recommended Action:

Approve invoice CINV-004991 in the amount of \$27,716.67 for a one-year renewal of Double Map, Inc., subscription services; and

Issue a Purchase Order in the amount of \$27,716.67 to Double Map, Inc.

4. Single Audit Report for FY2020

Recommended Action:

Receive and file the FY2020 Single Audit Report.

5. 2020 Annual Maximum Benefit Monitoring Program Report

Recommended Action:

Receive and file the 2020 Annual Maximum Benefit Monitoring Program Report as submitted to the Santa Ana Regional Water Quality Control Board.

Motion by Mayor Pro Tem White

Second by Council Member Martinez

To approve the Consent Calendar.

ACTION ITEMS

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

6. Retail Market Analysis Update

Motion by Mayor Lara

Second by Council Member Fenn

To receive and file the report.

Approved by a unanimous vote.

7. Review Draft Capital Improvement Plan (CIP) for Fiscal Years 2022-2026 and Prior Year Project List

Motion by Mayor Lara

Second by Council Member Martinez

To accept the review the Draft Capital Improvement Plan for FY2022-2026 and the Prior Year Project List and direction to staff to bring back for adoption.

Approved by a unanimous vote.

8. Fiscal Year 2022 City Wide Budget

Consensus to accept the proposed FY2022 Budget and provided direction to staff to bring back as presented for adoption.

9. Discussion and Direction on Proposed Development Standards Related to Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities (Including Recreational Vehicles), Truck Stops and Terminals and Building and Storage Yards

Consensus to give direction to staff to provide additional information on each use and suggested development standards.

10. Ratification of Emergency Repair Costs to Lower Oak Valley Lift Station

Motion by Mayor Pro Tem White

Second by Mayor Lara

To ratify the cost of emergency repairs completed and paid to Xylem Water Solutions USA, Inc., in an amount not to exceed \$40,000.

Approved by a unanimous vote.

11. Approval of the Fiscal Year 2021 Local Responsibility Area Wildland Protection Reimbursement Agreement

Motion by Council Member Martinez

Second by Mayor Pro Tem White

To waive the full reading and approve by title only, "A Resolution of the City Council of the City of Beaumont, California, approving an Agreement with the California Department of Forestry and Fire Protection for Services from July 1, 2021 through June 30, 2022, for Fire Protection Services within the Local Responsibility Areas within the City," and

Authorized the Mayor to sign the FY2022 agreement with CalFIRE for fire protection services within the Local Responsibility Areas within the City.

Approved by a unanimous vote.

12. Police Department Vehicle Purchase Adjustment

**Motion by Council Member Fenn
Second by Mayor Lara**

To authorize the additional cost of \$7,884.07 for the adjusted total of \$40,307.25 for the purchase of a Ford F350 from Ken Grody Ford.

Approved by a unanimous vote.

13. Approve the Purchase of Two (2) F150 Super Crew Trucks and Three (3) F250 Trucks in the Amount of \$140,100 from Fairview Ford

**Motion by Mayor Pro Tem White
Second by Mayor Lara**

To approve the purchase of two F150 super crew trucks and three F250 regular crew trucks in an amount not to exceed \$147,538.05 from Fairview Ford as a preference, but contact Sunrise Ford for inventory.

Approved by a unanimous vote.

14. Award of Public Works Agreement for Stewart Park Pool and Pavilion Demolition Project to Weaver Grading Inc. in an Amount Not-to-Exceed \$60,200

**Motion by Council Member Fenn
Second by Mayor Pro Tem White**

To award a Public Works Agreement for Stewart Park Pool and Pavilion Demolition Project to Weaver Grading Inc. in an Amount Not-to-Exceed \$60,200, Authorize the City Manager to approve any change orders up to \$6,020, and Authorize the City Manager to execute the Agreement on behalf of the City. With the additional caveat that there shall be no illegal dumping of debris. And to award to the next highest bidder should the current contractor not agree to the added requirement.

15. Approval of Compensation Plan and Salary Table

**Motion by Council Member Martinez
Second by Mayor Pro Tem White**

To approve of the Compensation Plan and Salary Table.

Approved by a unanimous vote.

LEGISLATIVE UPDATES AND DISCUSSION

ECONOMIC DEVELOPMENT UPDATE

CITY TREASURER REPORT

No report

CITY CLERK REPORT

No report

CITY ATTORNEY REPORT

No report

CITY MANAGER REPORT

16. Department Project Schedule Updates - April 2021

FUTURE AGENDA ITEMS

- Discussion of any holiday/dark schedules for meetings.

COUNCIL REPORTS

Santos - *Thanked staff for various responses to issues and permit processes.*

Fenn - *No report.*

Martinez - *Gave a report out from the RCA meeting.*

White - *Gave a report out from the RCTC meeting and the ERICA meeting.*

Lara - *Attended the unveiling of a student art display board in Wildflower Park, thanked staff.*

ADJOURNMENT at 10:22 p.m.



Staff Report

TO: City Council

FROM: Jeff Hart, Public Works Director

DATE: May 18, 2021

SUBJECT: **Accept Performance and Payment Bonds and Security Agreements for Tri Pointe Homes IE-SD, Inc., for Street Improvements along Cherry Avenue, from Mary Lane to Brookside Avenue, within the Sundance Specific Plan**

Background and Analysis:

The City requires all developers to provide security for public improvements consisting of, but not limited to, street improvements, sewer improvements, storm drain improvements, and survey monumentation. Tri Pointe Homes, IE-SD, Inc. is proposing to construct street improvements along Cherry Avenue, from Mary Lane to Brookside Avenue. The improvements are shown on City File No. 3270 and approved under Public Works Project PW2018-0320. A general location map is shown on Figure 1.

Tri Pointe Homes, IE-SD, Inc. has provided a security agreement and security in the form of bonds for the street improvements. The agreement has been reviewed by City staff and found to be consistent with the Beaumont Municipal Code. The following table is a summary of the improvements and corresponding bonds:

Improvement	Bond Type	Bond Number	Principal
Street	Performance & Payment	30120819	Tri Pointe Homes, IE-SD, Inc.

Subsequently, City staff recommends that agreement and bonds be accepted.

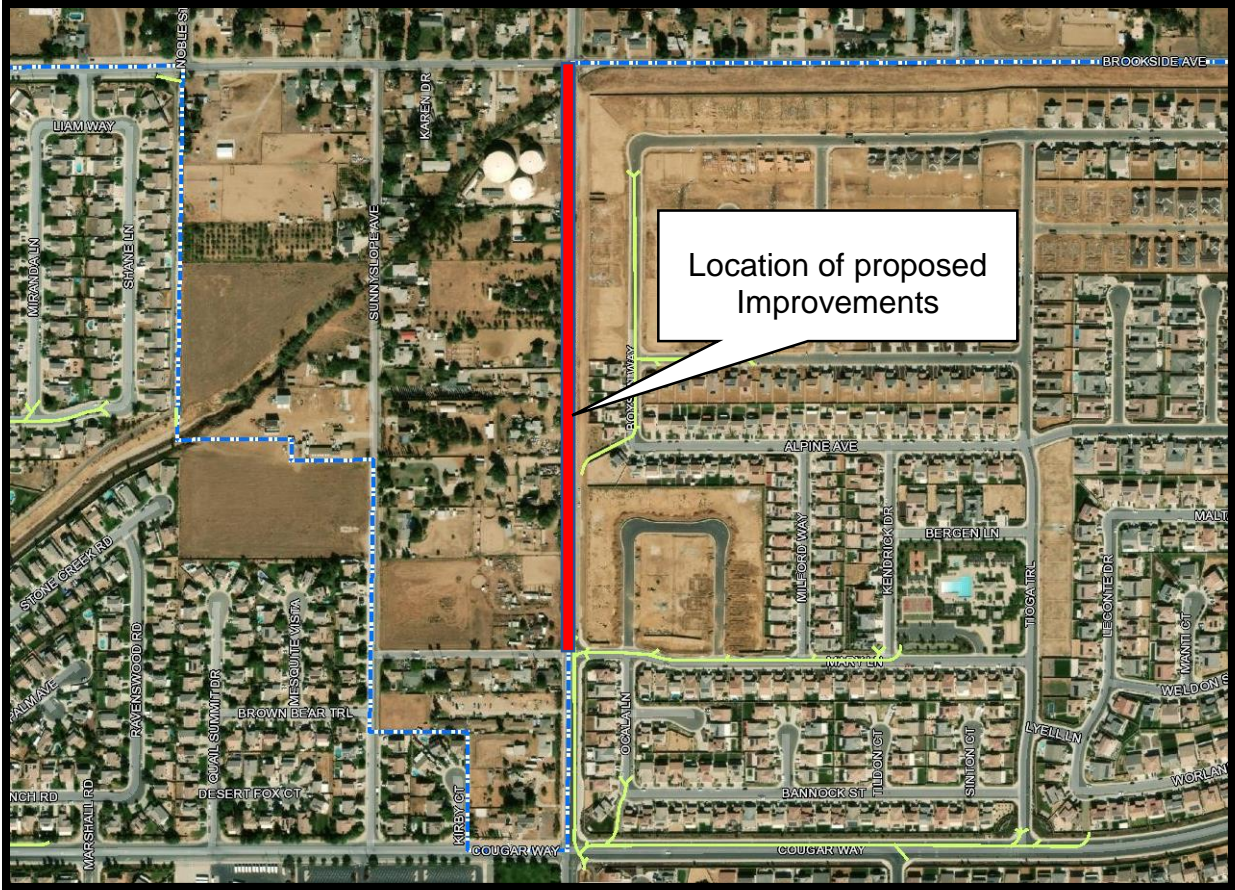


Figure 1 - Aerial Map of Proposed Cherry Ave Improvements

Fiscal Impact:

The cost of preparing the staff report is estimated to be \$350.

Recommended Action:

Accept Performance and Payment Bonds and Security Agreements for Tri Pointe Homes IE-SD, Inc., for Street Improvements along Cherry Avenue, from Mary Lane to Brookside Avenue, within the Sundance Specific Plan.

Attachments:

- A. Performance and Payment Bond No. 30120819 and security agreements for Street Improvements
- B. Improvement Plans (City File No. 3270)

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

(Tract Map/Parcel Map/Plot Plan No. _____)
Cherry Ave Widening Plans

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS (“Security Agreement”) is made by and between CITY OF BEAUMONT (“CITY”) and Tri Pointe Homes IE-SD, Inc a California [if other state specify the state] [corporation] or [limited liability company] or [limited partnership] (“DEVELOPER”).

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # _____, (“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-Cherry Avenue Widening Street Improvements: Mary Lane to Brookside

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 required by California Government Code 66499.1 and 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 required by California Government Code Section 66499.2 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 or action 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.

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. DEVELOPER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by DEVELOPER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, DEVELOPER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should DEVELOPER fail to act promptly or in accordance with this requirement, DEVELOPER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and DEVELOPER shall pay to CITY the cost of such repairs. If no claims have been made under the warranty bond during the warranty period, City shall release the warranty bond. 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:  _____

Date; March 1, 2021 _____

Title: Michael C. Taylor, Division President _____

Bond No. 30120819
Premium: \$3,180 / Annually

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and _____
Tri Pointe Homes IE-SD, Inc. _____ (hereinafter designated as "Principal") have entered into
Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan,
dated February 26, 2021, 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
Sundance-Cherry Avenue Widening Street Improvements: Mary Lane to Brookside
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 The Continental Insurance Company,
as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal
sum of Eight Hundred Fifty-Nine Thousand Five Hundred Sixty and 24/100 dollars (\$ 859,560.24) 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 February 26, 2021, 2021.



(Seal)

(Seal)

The Continental Insurance Company

Tri Pointe Homes IE-SD, Inc.

SURETY

PRINCIPAL

By: Michelle Haase

By: Michael C. Taylor

Name: Michelle Haase

Name: _____

Title: Attorney-in-Fact

Title: Michael C. Taylor, Division President

Address: 2 Park Plaza, Suite 400

By: _____

Irvine, CA 92614

Name: _____

Title: _____

Address: 1250 Corona Pointe Court, Suite 600

Corona, CA 92879

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE 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 March 1, 2021 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title


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

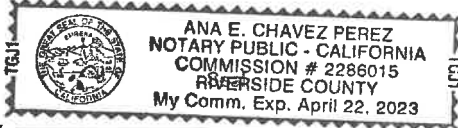
Name of Signer (2)

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



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:	
<input type="checkbox"/> form(s) of identification	<input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer	<input type="checkbox"/> Signer(s) Thumbprints(s)
<input type="checkbox"/>	_____

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 FEB 26 2021 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer)

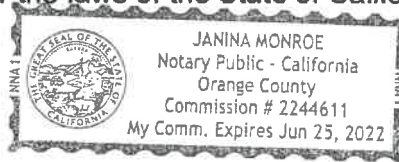
personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity(~~ies~~), 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.

[Handwritten Signature]

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 _____

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.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Item 3.

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and 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, Jennifer Ochs, Martha Barreras, Michelle Haase, Adriana Valenzuela, 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 20th day of October, 2020.



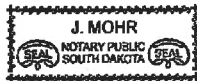
The Continental Insurance Company

Paul T. Bruflat

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of October, 2020, 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.



My Commission Expires June 23, 2021

J. Mohr

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 26th day of FEBRUARY, 2021.



The Continental Insurance Company

D. Johnson

D. Johnson Assistant Secretary

Form F6850-4/2012

Authorizing By-Laws and Resolutions

Item 3.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”



Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania, and National Fire Insurance Company of Hartford** (collectively and individually referred to as “CNA Surety”).

The use of an electronic image of the corporate seal of any CNA Surety company (the “Digital Seal”) and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee’s representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original “wet” signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of



Western Surety Company



The Continental Insurance Company



Continental Casualty Company



National Fire Insurance Company of Hartford



American Casualty Company of Reading, Pennsylvania

EXHIBIT "B"
PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Tri Pointe Homes IE-SD, 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 February 26, 2021, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

Sundance-Cherry Avenue Widening Street Improvements: Marv Lane to Brookside

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 (\$ **), 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.

**Eight Hundred Fifty-Nine Thousand Five Hundred Sixty and 24/100 Dollars (\$859,560.24)

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 ~~February 26, 2020~~, February 26, 2021.



(Seal)

The Continental Insurance Company

SURETY

By: Michelle Haase

Name: Michelle Haase

Title: Attorney-in-Fact

Address: 2 Park Plaza, Suite 400

Irvine, CA 92614

(Seal)

Tri Pointe Homes IE-SD, Inc.

PRINCIPAL

By: Michael C. Taylor

Name: _____

Title: Michael C. Taylor, Division President

By: _____

Name: _____

Title: _____

Address: 1250 Corona Pointe Court, Suite 600

Corona, CA 92879

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE 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 March 1, 2021 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



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:	
<input type="checkbox"/> form(s) of identification	<input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer	<input type="checkbox"/> Signer(s) Thumbprints(s)
<input type="checkbox"/> _____	

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 FEB 26 2021 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)

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 _____

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.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Item 3.

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and 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, Jennifer Ochs, Martha Barreras, Michelle Haase, Adriana Valenzuela, 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 20th day of October, 2020.



The Continental Insurance Company

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of October, 2020, 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.



My Commission Expires June 23, 2021

J. Mohr

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 26th day of FEBRUARY, 2021.



The Continental Insurance Company

D. Johnson
D. Johnson Assistant Secretary

Form F6850-4/2012

Authorizing By-Laws and Resolutions

Item 3.

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”



Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania, and National Fire Insurance Company of Hartford** (collectively and individually referred to as “CNA Surety”).

The use of an electronic image of the corporate seal of any CNA Surety company (the “Digital Seal”) and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee’s representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original “wet” signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of



Western Surety Company



The Continental Insurance Company



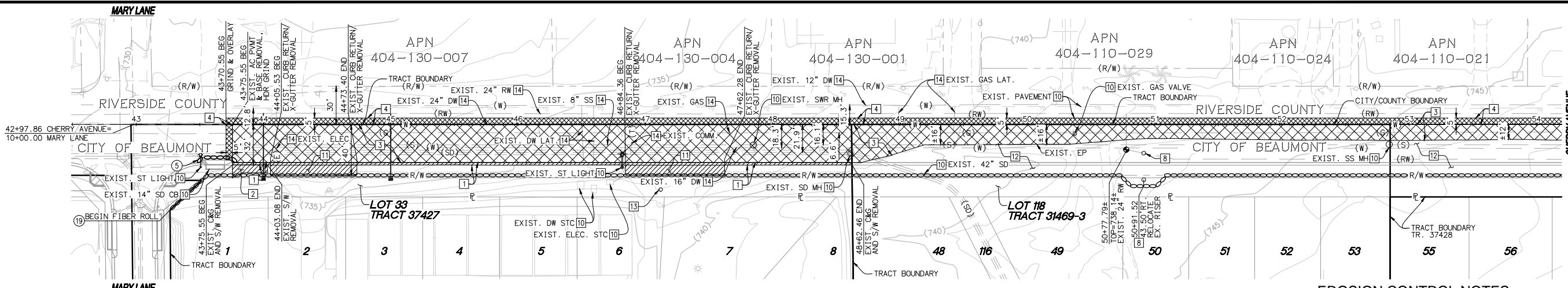
Continental Casualty Company



National Fire Insurance Company of Hartford



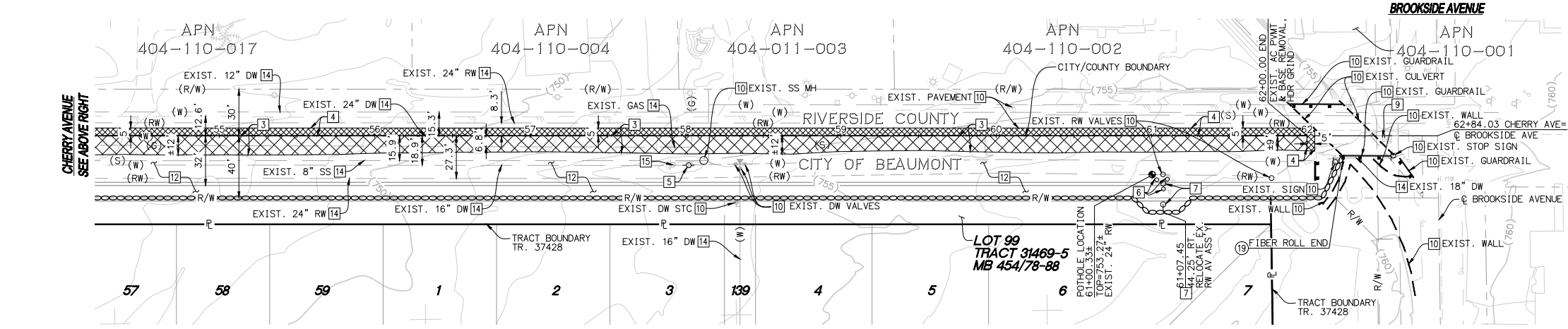
American Casualty Company of Reading, Pennsylvania



**CHERRY AVENUE
(PUBLIC)**

EROSION CONTROL NOTES

- IN CASE OF EMERGENCY, CALL: PATRICK EMANUEL, CONSTRUCTION MANAGER, PARDEE HOMES, AT (951) 739-0458.
- EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON. NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES WHEN RAIN IS IMMINENT.
- FOR PROJECTS COVERED BY STATE SWPPP/WDID, IN ACCORDANCE WITH THE CONSTRUCTION ORDER ISSUED BY THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, THE QUALIFIED SWPPP PRACTITIONER (QSP) SHALL UPDATE AND MAINTAIN THE WATER POLLUTION CONTROL (WPC) PLAN TO ADDRESS UPDATED SITE CONDITIONS OF THE PROJECT. THE UPDATED WPC PLAN AND UPDATED SWPPP SHALL BE KEPT AT THE PROJECT SITE AND MADE AVAILABLE TO THE CITY INSPECTOR. ADDITIONAL CONSTRUCTION BMP'S BEYOND THE ORIGINAL APPROVED SWPPP SHALL BE PROVIDED TO ADDRESS SITE CONDITIONS NOT ANTICIPATED. THE QSP SHALL REPORT BMP DEFICIENCIES TO THE CITY INSPECTOR. THE QSP SHALL OBTAIN APPROVAL FROM THE QUALIFIED SWPPP DEVELOPER AND THE CITY INSPECTOR REGARDING ANY SIGNIFICANT CHANGES TO BMP DEPLOYMENT.
- THE CONTRACTOR SHALL RESTORE ALL EROSION CONTROL DEVICES TO WORKING ORDER TO THE SATISFACTION OF THE CITY ENGINEER AFTER EACH RUN-OFF PRODUCING RAINFALL.
- THE CONTRACTOR SHALL INSTALL ADDITIONAL EROSION CONTROL MEASURES AS MAY BE REQUIRED BY THE CITY ENGINEER DUE TO UNCOMPLETED GRADING OPERATIONS OR UNFORSEEN CIRCUMSTANCES WHICH MAY ARISE.
- THE CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATERS CREATE A HAZARDOUS CONDITION.
- ALL EROSION CONTROL MEASURES PROVIDED PER THE APPROVED SWPPP AND/OR EROSION CONTROL PLAN SHALL BE INCORPORATED HEREON.
- GRADED AREAS AROUND THE PROJECT PERIMETER MUST DRAIN AWAY FROM THE FACE OF SLOPE AT THE CONCLUSION OF EACH WORKING DAY.
- ALL REMOVABLE PROTECTIVE DEVICES SHOWN SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE FIVE (5) DAY RAIN PROBABILITY FORECAST EXCEEDS FORTY PERCENT (40%). SILT AND OTHER DEBRIS SHALL BE REMOVED AFTER EACH RAINFALL.
- ALL GRAVEL BAGS SHALL BE WITH 3/4" MINIMUM AGGREGATE.



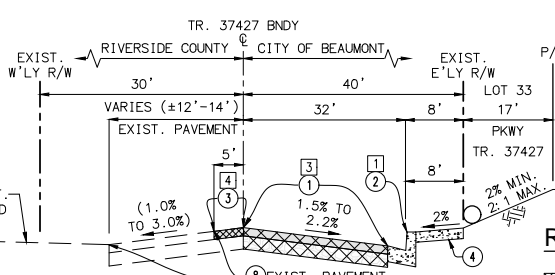
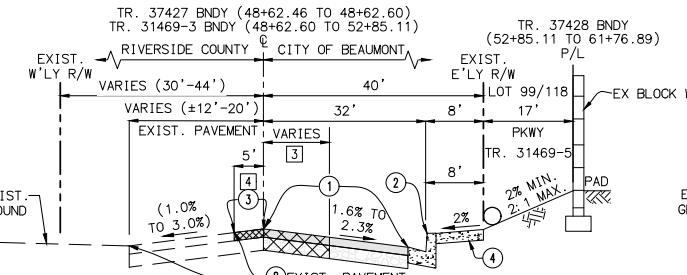
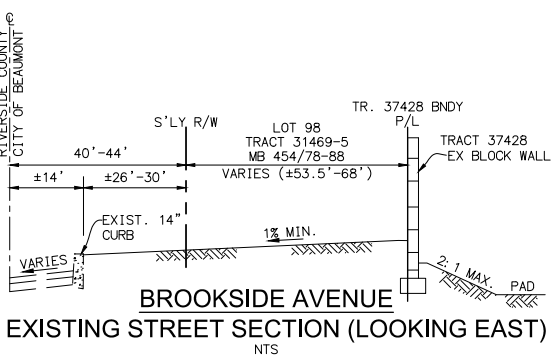
**CHERRY AVENUE
(PUBLIC)**

CONSTRUCTION NOTES

- CONSTRUCT 5.5" AC OVER 6" CLASS 11 AGGREGATE BASE
- CONSTRUCT 8" CURB AND GUTTER TYPE A-8 PER COUNTY OF RIVERSIDE STD. NO 201
- CONSTRUCT (1-1/4") 0.10" AC OVERLAY PER GRIND AND OVERLAY DETAIL ON SHEET 2
- CONSTRUCT SIDEWALK (WIDTH PER PLAN) PER COUNTY OF RIVERSIDE STD. NO 401
- INSTALL STORM DRAIN INLET PROTECTION PER CASQA BMP CONSTRUCTION HANDBOOK DETAIL SE-10
- PROTECT IN PLACE EXISTING SPECIFIED ITEM
- INSTALL FIBER ROLLS PER CASQA BMP CONSTRUCTION HANDBOOK DETAIL SE-5

DEMOLITION NOTES

- REMOVE EXISTING CURB AND GUTTER
- REMOVE EXISTING CONCRETE SIDEWALK
- SAWCUT AND REMOVE EXISTING AC PAVEMENT AND BASE
- REMOVE AND EXISTING AC PAVEMENT PER GRIND AND OVERLAY DETAIL ON SHEET 2
- RELOCATE EXISTING ELECTRICAL GUY WIRE POLE (BY OTHERS)
- REMOVE EXISTING POST
- RELOCATE EXISTING RECLAIMED WATER AIR/VAC (BY OTHERS)
- RELOCATE EXISTING RISER (BY OTHERS)
- REMOVE EXISTING STOP LEGEND
- PROTECT IN PLACE EXISTING SPECIFIED ITEM
- REMOVE EXISTING CONCRETE DRIVEWAY
- REMOVE EXISTING LANDSCAPING
- REMOVE SEWER CLEANOUT AND CAP EXISTING SEWER LATERAL
- PROTECT IN PLACE EXISTING SPECIFIED UTILITY LINE
- REMOVE EXISTING STOP SIGN

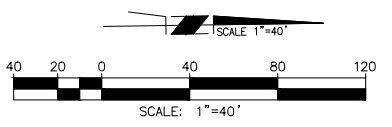
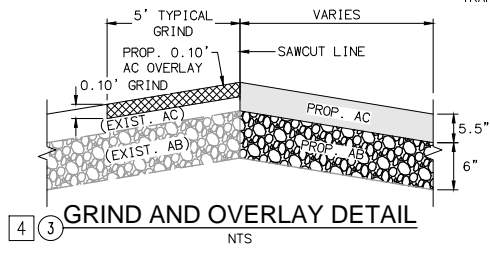


REMOVAL LEGEND

- AC PAVEMENT & BASE REMOVAL
- HEADER GRIND & AC PAVEMENT REMOVAL
- CONCRETE REMOVAL

EROSION CONTROL LEGEND

- FIBER ROLL
- STORM DRAIN INLET PROTECTION



NOTE:
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NOTE:
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BASIS OF BEARINGS:
DESCRIPTION:
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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

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

Mauricio M. Iaculli
R.C.E. 63249 * EXP. 6/30/22

PROFESSIONAL ENGINEER
MAURICIO M. IACULLI
No. 063249
CIVIL
STATE OF CALIFORNIA

CITY OF BEAUMONT
CALIFORNIA
NOV. 15, 1992

DESIGN BY: CG
DRAWN BY: CG
CHECKED BY: MMI
SCALE: AS NOTED
DATE: NOVEMBER 2020
JOB NUMBER: 169884

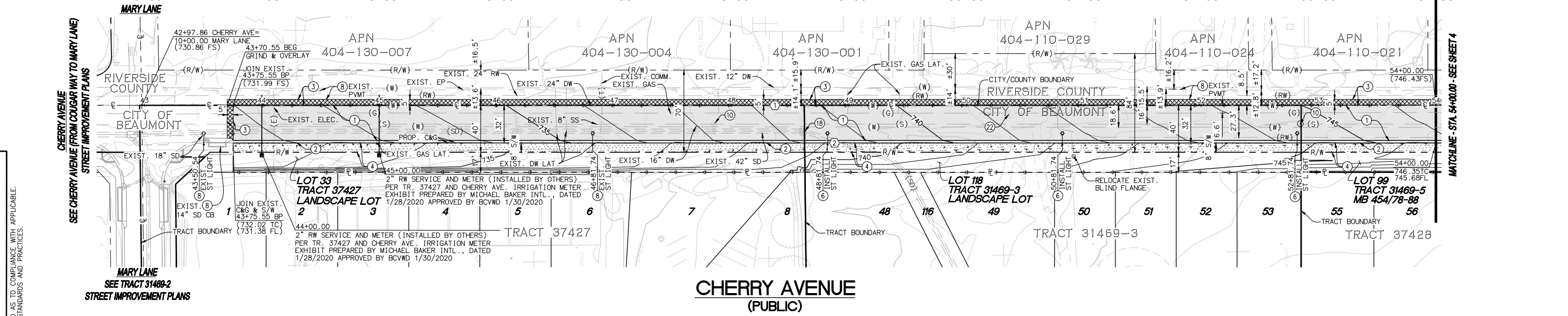
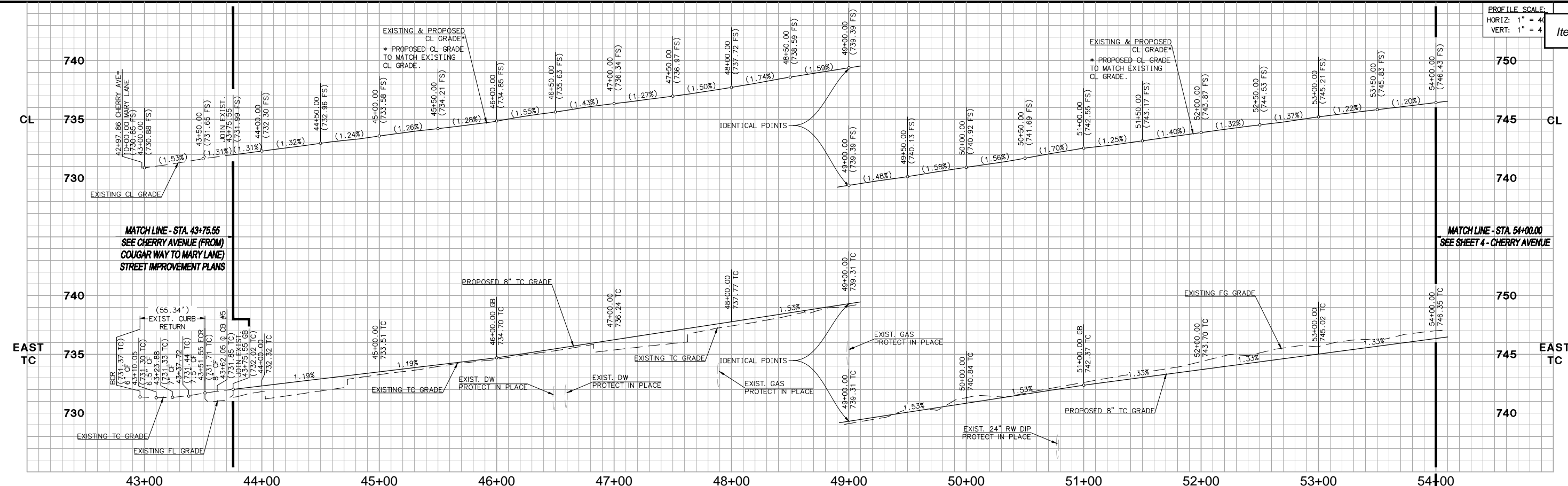
Reviewed By: *[Signature]* Staff Engineer Date: 2/10/2021
Recommended for Approval By: *[Signature]* Date: 2/10/2021
Approved By: *[Signature]* Date: 02/17/2021

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLAN
CHERRY AVENUE STREET WIDENING
(MARY LANE TO BROOKSIDE AVENUE)
DEMOLITION PLAN
A PORTION OF SEC. 35, T. 2 S., R. 1 W., S.B.M.
PARDEE HOMES

SHEET
2
OF 5 SHEETS
FILE NO: 3270

PW2018-0320



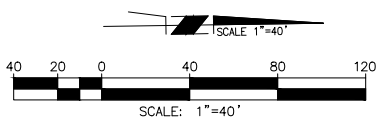
COUNTY OVERSIGHT ENGINEER
APPROVED AS TO COMPLIANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES.

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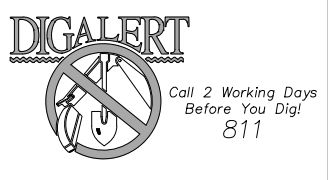
LEGEND

- 5.5" AC/6" AB
- AC OVERLAY

LINE DATA TABLE				
NO	BEARING/DELTA	RADIUS	LENGTH	DESCRIPTION
1	N00°50'06"E	---	1102.14'	CENTERLINE
2	N00°50'06"E	---	1024.45'	CURB

CONSTRUCTION NOTES

- ① CONSTRUCT 5.5" AC OVER 6" CLASS II AGGREGATE BASE
- ② CONSTRUCT 8" CURB AND GUTTER TYPE A-8 PER COUNTY OF RIVERSIDE STD. NO 201
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- ④ CONSTRUCT SIDEWALK (WIDTH PER PLAN) PER COUNTY OF RIVERSIDE STD. NO 401
- ⑥ INSTALL STREET LIGHT PER SEPARATE STREET LIGHT PLAN
- ⑧ PROTECT IN PLACE EXISTING SPECIFIED ITEM
- ⑩ ADJUST EXISTING SEWER MANHOLE TO GRADE
- ⑱ ADJUST EXISTING STORM DRAIN MANHOLE TO GRADE
- ⑳ ADJUST EXISTING GAS VALVE TO GRADE



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ENGINEER		REVISIONS		CITY

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Palm Desert, CA 92211
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MBAKERINTL.COM

Mauricio M. Iacuell
2/5/2021
DATE

MAURICIO M. IACUELL
R.C.E. 63249 * EXP. 6/30/22



DESIGN BY: CG
DRAWN BY: CG
CHECKED BY: MMI
SCALE: AS NOTED
DATE: NOVEMBER 2020
JOB NUMBER: 169884



Reviewed By: *[Signature]* Date: 2/10/2021
Staff Engineer

Recommended for Approval By: *[Signature]* Date: 2/10/2021

Approved By: *[Signature]* Date: 02/17/2021

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

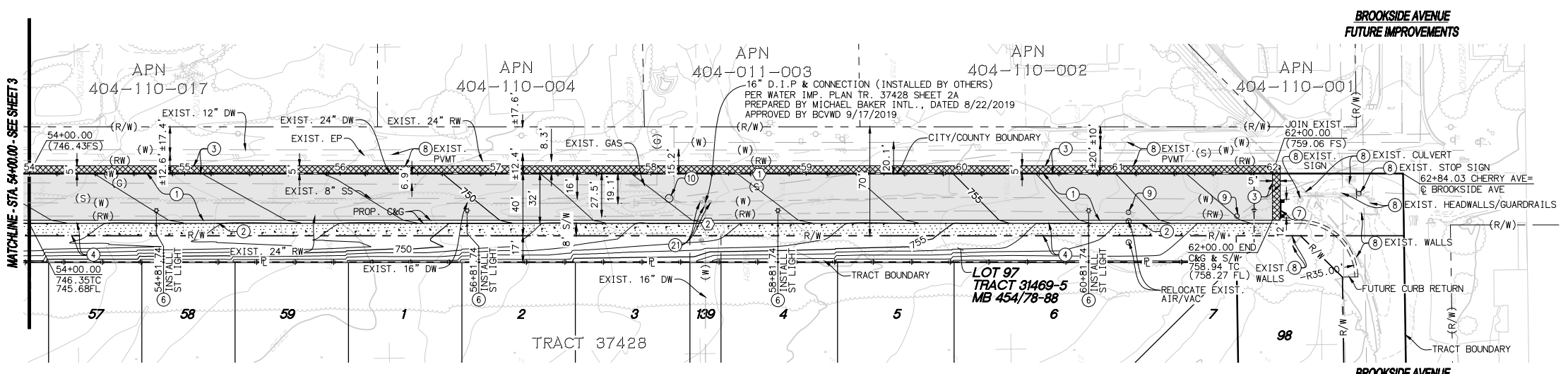
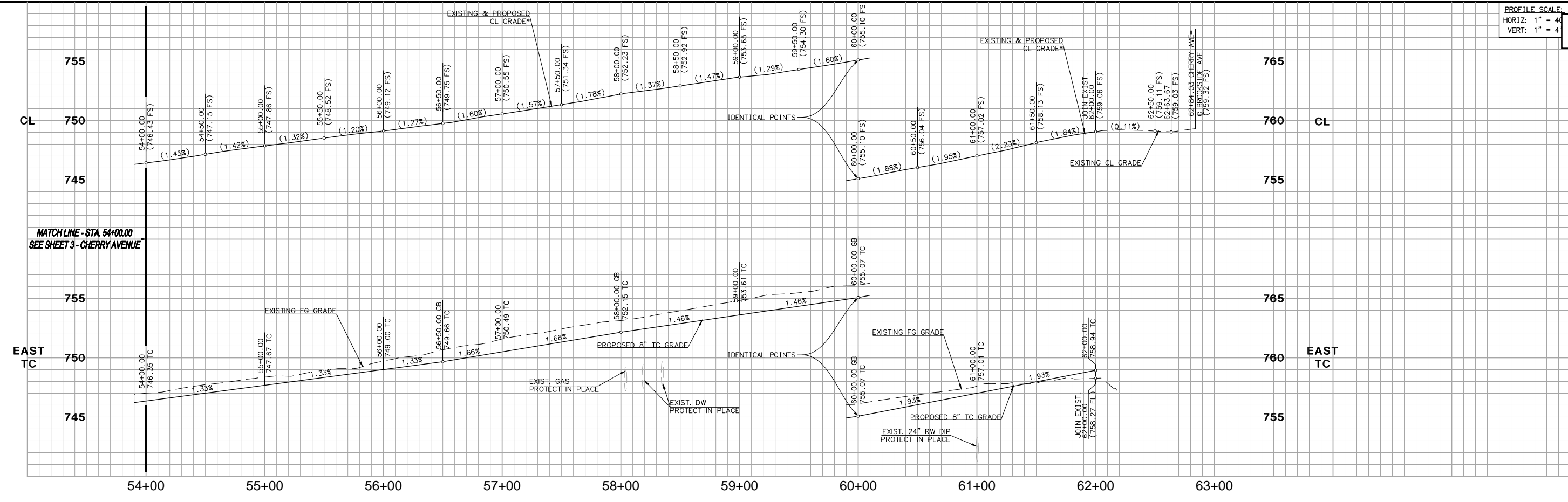
CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLAN
CHERRY AVENUE STREET WIDENING
(MARY LANE TO BROOKSIDE AVENUE)
STA. 43+75.55 TO STA. 54+00.00
A PORTION OF SEC. 35, T. 2 S., R. 1 W., S.B.M.

SHEET
3
OF 5 SHEETS

FOR: PARDEE HOMES

FILE NO: 3270

PW2018-0320
169884-CADD\LAND\IMPROVE\STREET\RIVERSIDE COUNTY\169884-ST-003.DWG ZEPEDA, JACOB 11/9/2020 9:29 AM



CHERRY AVENUE (PUBLIC)

LEGEND

- 5.5" AC/6" AB
- AC OVERLAY

LINE DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH	DESCRIPTION
1	N00°50'06"E	---	884.03'	CENTERLINE
2	N00°50'06"E	---	800.00'	CURB

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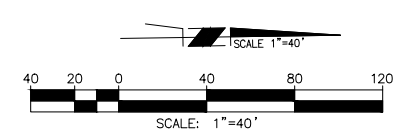
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BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY

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

Mauricio M. Iacucelli
 MAURICIO M. IACUCELLI
 R.C.E. 63249 * EXP. 6/30/22



DESIGN BY: CG
 DRAWN BY: CG
 CHECKED BY: MMI
 SCALE: AS NOTED
 DATE: NOVEMBER 2020
 JOB NUMBER: 169884

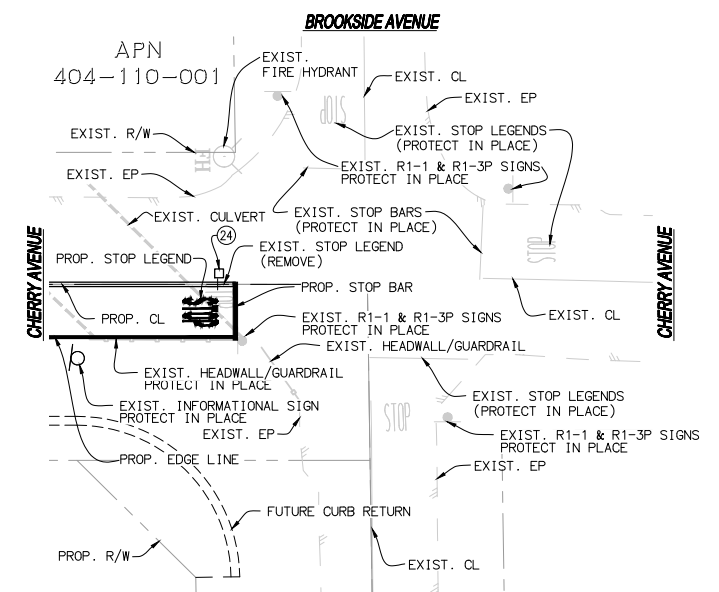
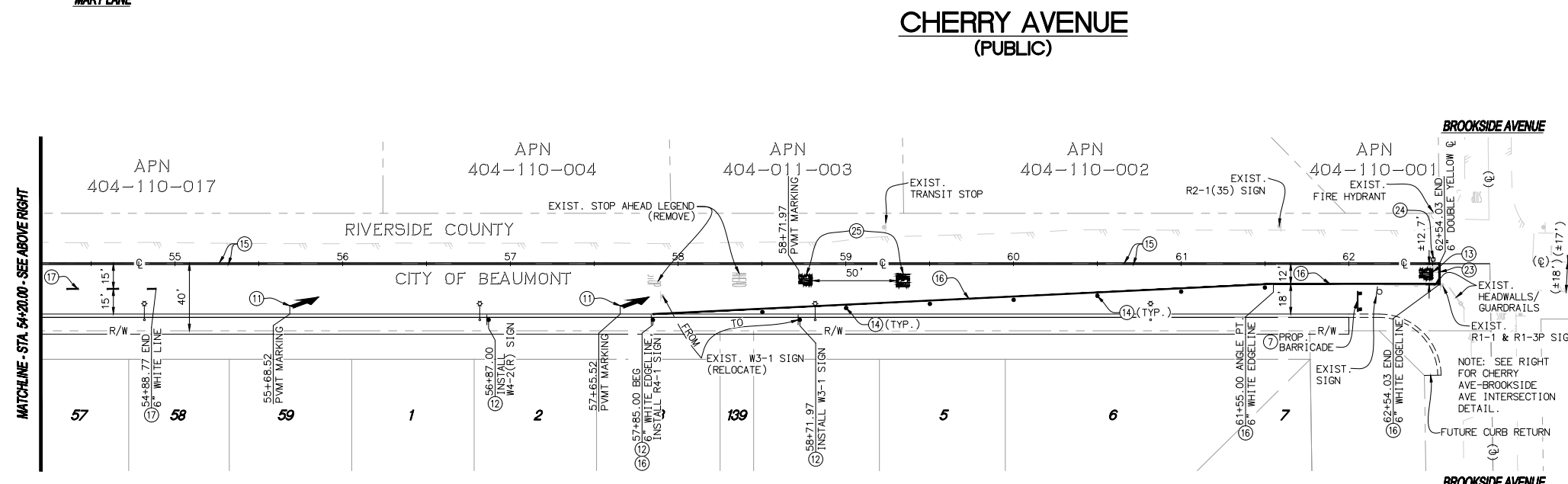
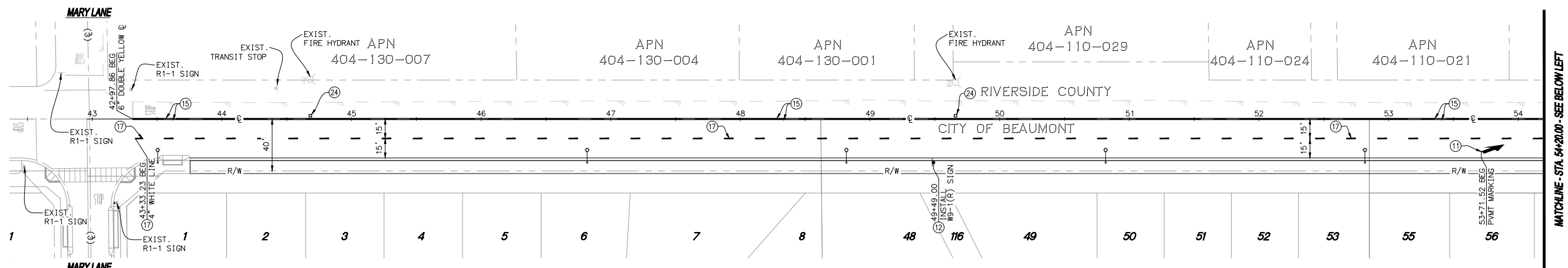


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CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLAN
CHERRY AVENUE STREET WIDENING
(MARY LANE TO BROOKSIDE AVENUE)
STA. 54+00.00 TO STA. 62+00.00
 A PORTION OF SEC. 35, T. 2 S., R. 1 W., S.B.M.
 PARDEE HOMES

SHEET **4** OF 5 SHEETS
 FILE NO: 87
 9884-CADD\LAND\IMPROVE\STREET\RIVERSIDE COUNTY\169884-ST-004.DWG ZEPEDA, JACOB 11/9/2020 9:38 AM



COUNTY OVERSIGHT ENGINEER
APPROVED AS TO COMPLIANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES.

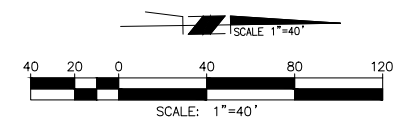
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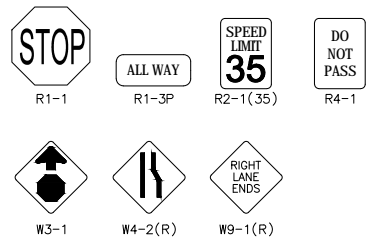
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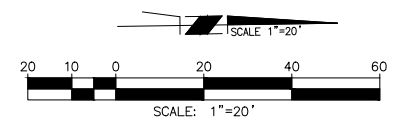


SIGN LEGEND



CONSTRUCTION NOTES

- ⑦ INSTALL BARRICADE PER COUNTY OF RIVERSIDE STD. NO. 810
- ⑩ INSTALL THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STD. A24A, TYPE VI ARROW
- ⑫ INSTALL SIGN AS NOTED
- ⑬ INSTALL THERMOPLASTIC LEGEND PER CALTRANS STD. A24D AND A24E
- ⑭ INSTALL WHITE, SURFACE MOUNTED FLEXIBLE POST WITH WHITE REFLECTORS, 3' O.C. FROM WHITE EDGELINE, SPACED AT 50' O.C.
- ⑮ INSTALL 6" THERMOPLASTIC YELLOW CENTERLINE MARKING PER CALTRANS STD. A20A, DETAIL 21
- ⑯ INSTALL 6" THERMOPLASTIC WHITE EDGELINE MARKING PER CALTRANS STD. A20B, DETAIL 27B
- ⑰ INSTALL 6" THERMOPLASTIC WHITE LANELINE MARKING PER CALTRANS STD. A20A, DETAIL 9
- ⑳ INSTALL THERMOPLASTIC STOP BAR PER CALTRANS STD. A24G
- ㉑ INSTALL 2-WAY BLUE RETRO-REFLECTIVE RAISED PAVEMENT MARKER PER CA MUTCD 2014, LATEST EDITION, FIGURE 3B-102
- ㉒ INSTALL "STOP AHEAD" MARKING PER CALTRANS STD. A24D



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

Ryan K. Zellers
RYAN K. ZELLERS
R.C.E. 69470 * EXP. 6/30/22

DESIGN BY: CG
DRAWN BY: CG
CHECKED BY: RZ
SCALE: AS NOTED
DATE: NOVEMBER 2020
JOB NUMBER: 169884



Reviewed By: *[Signature]* Date: 2/10/2021
Staff Engineer

Recommended for Approval By: *[Signature]* Date: 2/10/2021

Approved By: *[Signature]* Date: 02/17/2021

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLAN
CHERRY AVENUE STREET WIDENING
(MARY LANE TO BROOKSIDE AVENUE)
SIGNING AND STRIPING PLAN
A PORTION OF SEC. 35, T. 2 S., R. 1 W., S.B.M.

FOR: PARDEE HOMES

SHEET
5
OF 5 SHEETS

FILE NO: 3270

PW2018-0320

9884-CADD\LAND\IMPROVE\STREET\RIVERSIDE COUNTY\169884-ST-005.DWG ZEPEDA, JACOB 11/9/2020 9:57 AM



Staff Report

TO: City Council
FROM: Jennifer Ustation, Interim Finance Director
DATE May 18, 2021
SUBJECT: FY2021 General Fund and Wastewater Fund Budget to Actual through April 2021

Background and Analysis:

Staff has updated the analysis of the General Fund and Wastewater Fund for FY2021 with results through April 2021. This represents 10 months of activity. The analysis of results through April and estimated fiscal year end results is included in the attachments.

Fiscal Impact:

City staff estimates it cost approximately \$341 to prepare this report.

Recommended Action:

Receive and file the attached reports.

Attachments:

- A. FY2021 General Fund Budget to Actual Report – through April 2021
- B. FY2021 Wastewater Fund Budget to Actual Report – through April 2021



City of Beaumont, CA

Budget Comparison Report

General Fund Budget to Actual through April 2021

SubCategory	Parent Budget					Notes
	2018-2019 YTD Activity Through Per	2019-2020 YTD Activity Through Per	2020-2021 YTD Activity Through Per	2020-2021 V1 2020-2021	FY 2021 Estimate	
Fund: 100 - GENERAL FUND						
Revenue						
Category: 40 - TAXES						
400 - Real Property Taxes	\$ 3,611,638	\$ 3,795,417	\$ 4,288,100	\$ 6,174,605	\$ 6,350,000	Exceeding budget for Transient Occupancy Tax, Utility Users Tax and Motor Vehicle In Lieu Taxes continue trending higher and are expected to exceed the budget
403 - Personal Property Taxes	\$ -	\$ 254,416	\$ 210,630	\$ 267,137	\$ 245,000	
406 - Franchise Fees	\$ 713,958	\$ 7,829,679	\$ 2,856,553	\$ 3,019,846	\$ 3,325,000	
409 - Sales Taxes	\$ 3,766,531	\$ 3,871,886	\$ 4,390,547	\$ 6,375,048	\$ 6,650,000	
420 - Other Taxes	\$ 3,798,722	\$ 3,953,793	\$ 4,450,534	\$ 7,533,745	\$ 7,650,000	
Total Category: 40 - TAXES:	\$ 11,890,848	\$ 19,705,191	\$ 16,196,363	\$ 23,370,381	\$ 24,220,000	
Category: 41 - LICENSES						
430 - Business Licenses	\$ 102,112	\$ 153,388	\$ 223,686	\$ 325,000	\$ 385,000	
Total Category: 41 - LICENSES:	\$ 102,112	\$ 153,388	\$ 223,686	\$ 325,000	\$ 385,000	
Category: 42 - PERMITS						
450 - Building Permits	\$ 3,595,614	\$ 1,816,401	\$ 1,494,643	\$ 2,200,000	\$ 1,800,000	
453 - Inspections	\$ 244,208	\$ 171,895	\$ 200,321	\$ 210,000	\$ 245,000	
456 - Other Permits	\$ 494,644	\$ 448,561	\$ 419,289	\$ 417,500	\$ 488,000	
515 - Public Works	\$ 72,643	\$ (75,975)	\$ -	\$ -	\$ -	
Total Category: 42 - PERMITS:	\$ 4,407,108	\$ 2,360,883	\$ 2,114,253	\$ 2,827,500	\$ 2,533,000	
Category: 45 - INTERGOVERNMENTAL						
465 - State	\$ 20,062	\$ -	\$ -	\$ -	\$ -	
470 - Local	\$ 9,257	\$ 2,550	\$ -	\$ -	\$ -	
Total Category: 45 - INTERGOVERNMENTAL:	\$ 29,319	\$ 2,550	\$ -	\$ -	\$ -	
Category: 47 - CHARGES FOR SERVICE						
500 - Sanitation	\$ 5,872,539	\$ 131,257	\$ 101,363	\$ -	\$ -	
505 - Animal Control	\$ 80,984	\$ 79,110	\$ 73,783	\$ 119,450	\$ 88,896	
510 - Community Development	\$ 5,062	\$ 5,144	\$ 4,846	\$ 5,500	\$ 5,839	
515 - Public Works	\$ 9,166	\$ 9,712	\$ 49,237	\$ 7,900	\$ 59,322	
525 - Abatements	\$ 20,904	\$ 40,412	\$ 41,121	\$ 54,500	\$ 49,544	
530 - Public Safety	\$ 222,374	\$ 181,635	\$ 239,797	\$ 537,850	\$ 475,000	
535 - Facilities	\$ 159,195	\$ 97,763	\$ 74,965	\$ 125,000	\$ 90,319	
540 - Programs	\$ 101,893	\$ 77,882	\$ 2,115	\$ 20,000	\$ 2,644	
545 - Other	\$ 97,024	\$ 119,468	\$ 80,070	\$ 148,200	\$ 100,088	
Total Category: 47 - CHARGES FOR SERVICE:	\$ 6,569,141	\$ 742,383	\$ 667,297	\$ 1,018,400	\$ 871,650	

Category: 50 - FINES AND FORFEITURES										
555 - Vehicle	\$	58,531	\$	63,588	\$	61,582	\$	70,000	\$	72,000
557 - Other	\$	22,717	\$	33,020	\$	38,365	\$	45,000	\$	43,000
Total Category: 50 - FINES AND FORFEITURES:	\$	81,248	\$	96,608	\$	99,947	\$	115,000	\$	115,000
Category: 53 - COST RECOVERY										
465 - State	\$	8,889	\$	24,870	\$	-	\$	25,000	\$	20,000
565 - Other Income	\$	456,544	\$	408,368	\$	19,058	\$	334,000	\$	285,000
Total Category: 53 - COST RECOVERY:	\$	465,434	\$	433,238	\$	19,058	\$	359,000	\$	305,000
Category: 54 - MISCELLANEOUS REVENUES										
560 - Investment Earnings	\$	1,313	\$	106,259	\$	47,218	\$	170,000	\$	104,000
565 - Other Income	\$	16,335	\$	157,368	\$	168,918	\$	154,500	\$	203,515
Total Category: 54 - MISCELLANEOUS REVENUES:	\$	17,648	\$	263,627	\$	216,136	\$	324,500	\$	307,515
Category: 58 - OTHER FINANCING SOURCES										
595 - Sale of Assets	\$	20,629	\$	27,431	\$	-	\$	15,000		
599 - Other	\$	7,500	\$	-	\$	-	\$	-		
Total Category: 58 - OTHER FINANCING SOURCES:	\$	28,129	\$	27,431	\$	-	\$	15,000		
Category: 90 - TRANSFERS										
900 - Transfers	\$	129,892	\$	1,954,182	\$	6,522,268	\$	8,757,651	\$	8,757,651
Total Category: 90 - TRANSFERS:	\$	129,892	\$	1,954,182	\$	6,522,268	\$	8,757,651	\$	8,751,651
Total Revenue:	\$	23,720,880	\$	25,739,480	\$	26,059,009	\$	37,112,432	\$	37,488,816
Expense										
Category: 60 - PERSONNEL SERVICES										
600 - SALARIES AND WAGES	\$	8,976,618	\$	9,667,660	\$	9,061,640	\$	13,179,560	\$	12,610,000
610 - BENEFITS	\$	4,163,554	\$	5,096,185	\$	4,307,729	\$	6,073,295	\$	5,743,639
615 - OTHER	\$	597,443	\$	658,112	\$	394,074	\$	463,509	\$	539,827
699 - OTHER	\$	16,014	\$	24,213	\$	20,914	\$	34,200	\$	28,649
Total Category: 60 - PERSONNEL SERVICES:	\$	13,753,629	\$	15,446,170	\$	13,784,357	\$	19,750,564	\$	18,922,115
Category: 65 - OPERATING COSTS										
615 - OTHER	\$	16,676	\$	31,821	\$	44,321	\$	15,000	\$	46,000
650 - UTILITIES	\$	1,318,412	\$	1,342,101	\$	1,461,722	\$	1,548,533	\$	1,761,111
655 - ADMINISTRATIVE	\$	305,990	\$	327,384	\$	340,211	\$	440,301	\$	409,892
660 - FLEET COSTS	\$	274,733	\$	348,774	\$	318,871	\$	369,669	\$	384,182
665 - PROGRAM COSTS	\$	467,142	\$	470,130	\$	540,264	\$	741,619	\$	675,330
670 - REPAIRS AND MAINTENANCE	\$	269,598	\$	269,686	\$	613,881	\$	996,595	\$	767,351
675 - SUPPLIES	\$	268,059	\$	265,945	\$	195,999	\$	544,920	\$	405,000
680 - SPECIAL SERVICES	\$	5,249,832	\$	601,705	\$	172,094	\$	422,000	\$	305,000
690 - CONTRACTUAL SERVICES	\$	3,378,211	\$	4,200,979	\$	4,290,948	\$	7,275,058	\$	6,750,000
697 - ADMIN OVERHEAD	\$	(534,000)	\$	(562,500)	\$	-	\$	-		
699 - OTHER	\$	962,553	\$	1,176,100	\$	1,567,300	\$	1,613,000	\$	1,610,000
Total Category: 65 - OPERATING COSTS:	\$	11,977,207	\$	8,472,124	\$	9,545,611	\$	13,966,695	\$	13,113,867
Category: 70 - CAPITAL IMPROVEMENTS										
700 - EQUIPMENT	\$	222,816	\$	43,869	\$	210,962	\$	367,000	\$	355,000
703 - FURNITURE	\$	-	\$	7,936	\$	-	\$	-	\$	-
705 - VEHICLE	\$	84,694	\$	247,864	\$	378,687	\$	588,591	\$	585,000
710 - STRUCTURE	\$	8,019	\$	-	\$	-	\$	-	\$	-

All transfers are expected to be made.

Actuals include 19 of 26 pay periods

Expenses expected higher, last two quarters of Fire Services remain to be booked

Total Category: 70 - CAPITAL IMPROVEMENTS:	\$ 315,529	\$ 299,668	\$ 589,649	\$ 955,591	\$ 940,000
Category: 77 - CONTINGENCY					
770 - CONTINGENCY	\$ 30,000	\$ -	\$ -	\$ 150,001	\$ -
Total Category: 77 - CONTINGENCY:	\$ 30,000	\$ -	\$ -	\$ 150,001	\$ -
Total Expense:	\$ 26,076,365	\$ 24,217,962	\$ 23,919,618	\$ 34,822,851	\$ 32,975,982
GENERAL FUND Operating Surplus/ (Deficit)	\$ (2,355,485)	\$ 1,521,518	\$ 2,139,391	\$ 2,289,581	\$ 4,512,835
Category: 90 - TRANSFERS					
900 - Transfers	\$ 43,985	\$ 45,194	\$ 270,955	\$ 6,955,545	\$ 6,955,545
Net Change in General Fund Balance				\$	\$ (2,442,710)

FY 2021 includes \$6.9 million of One-Time allocations

Analysis: The General Fund is trending to have an operating surplus of \$4.5 million. This is driven by continued increases in tax revenues and savings in both personnel and operating expenses. For this analysis, transfers-out have been separated from operating activities as the City Council made several One-Time allocations of General Funds totalling \$6.9 million during FY 2021. This will result in a reduction in General Funds of approximately (\$2.4 million) overall during FY 2021.



Budget Comparison Report

Group Summary

SubCategory	Parent Budget				Notes
	2018-2019 YTD Activity Through Per	2019-2020 YTD Activity Through Per	2020-2021 YTD Activity Through Per	2020-2021 V1 2020-2021	
Fund: 700 - WASTEWATER FUND					
Revenue					
Category: 50 - FINES AND FORFEITURES					
557 - Other	\$ 9,000	\$ 1,000	\$ 1,946	\$ -	\$ -
Total Category: 50 - FINES AND FORFEITURES:	\$ 9,000	\$ 1,000	\$ 1,946	\$ -	\$ -
Category: 53 - COST RECOVERY					
565 - Other Income	\$ -	\$ 6,236	\$ 2,823	\$ 6,300	\$ 6,400
Total Category: 53 - COST RECOVERY:	\$ -	\$ 6,236	\$ 2,823	\$ 6,300	\$ 6,400
Category: 54 - MISCELLANEOUS REVENUES					
560 - Investment Earnings	\$ 70,544	\$ 40,158	\$ 15,156	\$ 37,500	\$ 31,000
Total Category: 54 - MISCELLANEOUS REVENUES:	\$ 70,544	\$ 40,158	\$ 15,156	\$ 37,500	\$ 31,000
Category: 56 - PROPRIETARY REVENUES					
570 - WasteWater	\$ 5,821,919	\$ 6,748,770	\$ 7,074,311	\$ 10,849,000	\$ 10,725,000
Total Category: 56 - PROPRIETARY REVENUES:	\$ 5,821,919	\$ 6,748,770	\$ 7,074,311	\$ 10,849,000	\$ 10,725,000
Category: 58 - OTHER FINANCING SOURCES					
595 - Sale of Assets	\$ 635	\$ -	\$ -	\$ -	
599 - Other	\$ 831	\$ 780	\$ -	\$ -	
Total Category: 58 - OTHER FINANCING SOURCES:	\$ 1,466	\$ 780	\$ -	\$ -	\$ -
Category: 90 - TRANSFERS					
900 - Transfers	\$ (100,000)	\$ -	\$ -	\$ -	
Total Category: 90 - TRANSFERS:	\$ (100,000)	\$ -	\$ -	\$ -	\$ -
Total Revenue:	\$ 5,802,929	\$ 6,796,945	\$ 7,094,236	\$ 10,892,800	\$ 10,762,400
Expense					
Category: 60 - PERSONNEL SERVICES					
600 - SALARIES AND WAGES	\$ 470,877	\$ 922,470	\$ 857,257	\$ 1,340,577	\$ 1,260,671
610 - BENEFITS	\$ 162,240	\$ 282,487	\$ 267,409	\$ 501,401	\$ 387,549
615 - OTHER	\$ 7,087	\$ 15,071	\$ 13,181	\$ 17,572	\$ 18,830
699 - OTHER	\$ 162	\$ 1,265	\$ 2,049	\$ 1,500	\$ 2,886
Total Category: 60 - PERSONNEL SERVICES:	\$ 640,367	\$ 1,221,294	\$ 1,139,895	\$ 1,861,049	\$ 1,669,936
Category: 65 - OPERATING COSTS					
615 - OTHER	\$ 1,044	\$ -	\$ -	\$ -	
650 - UTILITIES	\$ 652,134	\$ 598,916	\$ 639,319	\$ 827,821	\$ 779,657
655 - ADMINISTRATIVE	\$ 114,878	\$ 102,223	\$ 201,487	\$ 291,216	\$ 248,749
660 - FLEET COSTS	\$ 11,424	\$ 22,002	\$ 34,448	\$ 31,980	\$ 42,528

4 of 6 payments received

Significant savings expected in personnel expense

670 - REPAIRS AND MAINTENANCE	\$ 43,940	\$ 43,720	\$ 30,803	\$ 60,695	\$ 38,028	
675 - SUPPLIES	\$ 190,391	\$ 159,170	\$ 342,763	\$ 379,610	\$ 412,968	
690 - CONTRACTUAL SERVICES	\$ 1,049,001	\$ 650,178	\$ 671,598	\$ 1,062,563	\$ 904,134	
697 - ADMIN OVERHEAD	\$ 459,000	\$ 487,500	\$ -	\$ -	\$ -	
699 - OTHER	\$ 65,535	\$ 92,205	\$ 66,059	\$ 478,637	\$ 206,555	Contract for Brine line maintenance not in full use for most of the year
Total Category: 65 - OPERATING COSTS:	\$ 2,587,347	\$ 2,155,914	\$ 1,986,477	\$ 3,132,522	\$ 2,632,619	
Category: 70 - CAPITAL IMPROVEMENTS						
700 - EQUIPMENT	\$ 69,588	\$ -	\$ 141,172	\$ 153,638	\$ 153,000	
750 - Contingency	\$ -	\$ -	\$ -	\$ 103,804	\$ 150,000	Emergency repairs for pump replacements and lift station repairs
Total Category: 70 - CAPITAL IMPROVEMENTS:	\$ 69,588	\$ -	\$ 141,172	\$ 257,442	\$ 303,000	
Category: 90 - TRANSFERS						
900 - Transfers	\$ -	\$ 3,858,375	\$ 5,530,352	\$ 5,641,787	\$ 5,697,852	One quarter of overhead allocation remaining
Total Category: 90 - TRANSFERS:	\$ -	\$ 3,858,375	\$ 5,530,352	\$ 5,641,787	\$ 5,697,852	
Total Expense:	\$ 3,297,302	\$ 7,235,583	\$ 8,797,897	\$ 10,892,800	\$ 10,303,407	
Total Fund: 700 - WASTEWATER FUND:	\$ 2,505,627	\$ (438,638)	\$ (1,703,661)	\$ -	\$ 458,993	

Analysis: The Wastewater fund is trending to have a budget surplus in excess of \$400K for FY 2021. This is driven by savings in both personnel and operating costs and an assumption that most of Brine line maintenance contract will not be utilized this year.



Staff Report

TO: City Council

FROM: Christina Taylor, Community Development Director

DATE May 18, 2021

SUBJECT: Second Reading of a Proposed Ordinance to Update the Local Development Mitigation Fee (LDMF) for Funding the Preservation of the Natural Ecosystems in Accordance with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP)

Background and Analysis:

The City of Beaumont is a Member Agency of the Western Riverside County Regional Conservation Authority (RCA), a joint powers authority comprised of the County of Riverside and the eighteen (18) cities located in western Riverside County. The RCA was formed to acquire, administer, operate, and maintain land and facilities to establish habitat reserves for the conservation and protection of species covered by the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP or Plan).

The Western Riverside County MSHCP, originally adopted in 2004, is a comprehensive, multi-jurisdictional Habitat Conservation Plan (HCP) focusing on the permanent conservation of 500,000 acres and the protection of 146 species, including 33 that are currently listed as threatened or endangered. The MSHCP was developed in response to the need for future growth opportunities in western Riverside County, from housing developments to transportation and infrastructure, while addressing the requirements of the State and federal Endangered Species Acts (ESA). The MSHCP serves as an HCP pursuant to Section 10(a)(1)(B) of the federal Endangered Species Act of 1973 as well as a Natural Communities Conservation Plan (NCCP) under California's NCCP Act of 2001. The MSHCP streamlines environmental permitting processes by allowing the participating cities to authorize "take" of plant and wildlife species identified within the Plan Area. Without the MSHCP, each development and transportation project would need to conduct an individual assessment and mitigation for impacts to endangered species, an approach that would be less efficient and effective, and more costly.

The City of Beaumont's receipt of local Measure A sales tax funds for local streets and roads is conditioned upon the City's participation in the MSHCP. This condition of

funding is memorialized in the voter-adopted ordinance that authorizes Measure A. In the previous fiscal-year the City of Beaumont received \$1,000,098.56 in Measure A funding for local transportation projects.

The MSHCP required a nexus study under the Mitigation Fee Act (Gov. Code §§ 66000 *et seq.*) to establish a Local Development Mitigation Fee (LDMF) that would then be adopted by each jurisdiction participating in the MSHCP. The LDMF pays for acquisition of Additional Reserve Lands (ARL) to meet the target conservation acreage that local governments are responsible to acquire per the plan. The original nexus study was completed in 2003 coinciding with the adoption of the MSHCP Implementing Agreement and signing of the permits. Section 8.5.1 of the MSHCP allows the fee to be reevaluated and revised should it be found to insufficiently cover mitigation of new development. Based on the 2003 nexus study, the City of Beaumont adopted and implemented an ordinance authorizing the imposition of the LDMF.

Pursuant to the Mitigation Fee Act, RCA prepared a new nexus study (“2020 Nexus Study”) to update the fees for the first time since original adoption. On December 7, 2020, the RCA Board of Directors adopted the 2020 Nexus Study. On December 31, 2020, RCA transmitted a model ordinance and model resolution to all participating cities. The RCA Board of Directors also approved the use of the MSHCP Mitigation Fee Implementation Manual to assist Member Agencies with LDMF collection questions.

An updated nexus study was needed to ensure adequate funding to complete reserve acquisition to fulfill local governments’ responsibilities under the MSHCP. Over the last 16 years, many of the assumptions underlying the original nexus study were not borne out by reality. Forces contributing to the unmet expectation include the Great Recession, less acreage dedicated to RCA by private landowners, and less state and federal funding than expected. The 2020 Nexus Study calculated the expected costs to complete ARL acquisition, manage the conservation lands in perpetuity via an endowment, and administration of the MSHCP. The Nexus Study extended the reserve acquisition period by an additional fifteen years. Currently, the acquisition period ends in 2029. By extending the acquisition period, the LDMF increase is lower because it covers more development over a longer period. The RCA Board also adopted a phased increase of the new fee, with 50 percent of the fee increase taking effect on July 1, 2021, and the remainder of the increase taking effect on January 1, 2022. Public deliberation over the 2020 Nexus Study stretched more than a year and included multiple public meetings.

The proposed ordinance provides the legal basis for a revised MSHCP LDMF schedule. The actual MSHCP LDMF schedule will be established through the resolution.

In accordance with the Mitigation Fee Act, the proposed ordinance and 2020 Nexus Study: (i) identifies the purpose of the revised fees; (ii) identifies the use to which the revised fees is to be put, including identification of any facilities to be financed; (iii) determines how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed; (iv) determines how there is a reasonable relationship between the need for the public facilities and the type of development project upon which the fee is imposed; and (v) determines how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

The ordinance will establish the fee schedule for the MSHCP LDMF as described in the two right-hand columns of the table provided below.

Category	Current Fee	July 1, 2021 - December 31, 2021	January 1, 2022 - June 30, 2022
Residential, density less than 8.0 dwelling units per acre (fee per dwelling unit)	\$2,234	\$2,935	\$3,635
Residential, density between 8.0 and 14.0 dwelling units per acre (fee per dwelling unit)	\$1,430	\$1,473	\$1,515
Residential density greater than 14.0 dwelling units per acre (fee per dwelling unit)	\$1,161	\$670	\$670
Commercial (fee per acre)	\$7,606	\$11,982	\$16,358
Industrial (fee per acre)	\$7,606	\$11,982	\$16,358

Beginning July 1, 2022, there will be a CPI update annually until the next time a nexus study is completed.

The MSHCP program allows cities to recoup staff time costs by adding an administrative processing fee to the permit. A survey was conducted and determined approximately 107 hours of staff time per year is spent administering the MSHCP program including permit review and issuance, monthly and yearly reporting. When averaged out across the number of permits issued over a year, the administrative

processing fee equates to \$26 per permit. The administrative fee was established by the City Council via the adoption of Resolution No. 2021-19 and will be subject to an annual CPI escalator at the discretion of the City Council.

Fiscal Impact:

Cost to prepare this staff report and attachments is estimated to be \$500.

Recommended Action:

Waive the second full reading and approve by title only, “An Ordinance of the City Council of the City of Beaumont to Update the Local Development Mitigation Fee for Funding the Preservation of Natural Ecosystems in Accordance with the Western Riverside County Multiple Species Habitat Conservation Plan.”

Attachments:

- A. Ordinance
- B. MSHCP Nexus Study

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THE CITY OF BEAUMONT TO UPDATE THE LOCAL DEVELOPMENT MITIGATION FEE FOR FUNDING THE PRESERVATION OF NATURAL ECOSYSTEMS IN ACCORDANCE WITH THE WESTERN RIVERSIDE COUNTY MULTIPLE SPECIES HABITAT CONSERVATION PLAN

WHEREAS, the City Council of the City of BEAUMONT (“City”) finds that the ecosystems of the City and western Riverside County, and the vegetation communities and sensitive species they support are fragile, irreplaceable resources that are vital to the general welfare of all residents;

WHEREAS, these vegetation communities and natural areas contain habitat value which contributes to the City’s and the region’s environmental resources;

WHEREAS, special protections for these vegetation communities and natural areas are being established to prevent future endangerment of the plant and animal species that are dependent upon them;

WHEREAS, adoption and implementation of this Ordinance will help to enable the City to achieve the conservation goals set forth in the Western Riverside County Multiple Species Habitat Conservation Plan (“MSHCP”), adopted by the City Council on October 7, 2003, to implement the associated Implementing Agreement executed by the City Council on October 19, 2004, and to preserve the ability of affected property owners to make reasonable use of their land consistent with the requirements of the National Environmental Policy Act (“NEPA”), the California Environmental Quality Act (“CEQA”), the Federal Endangered Species Act (“FESA”), the California Endangered Species Act (“CESA”), the California Natural Community Conservation Planning Act (“NCCP Act”), and other applicable laws;

WHEREAS, the purpose and intent of this Ordinance is to update its Local Development Mitigation Fee to assist in the maintenance of biological diversity and the natural ecosystem processes that support this diversity; the protection of vegetation communities and natural areas within the City and western Riverside County which are known to support threatened, endangered, or key sensitive populations of plant and wildlife species; the maintenance of economic development within the City by providing a streamlined regulatory process from which development can proceed in an orderly process; and the protection of the existing character of the City and the region through the implementation of a system of reserves which will provide for permanent open space, community edges, and habitat conservation for species covered by the MSHCP;

WHEREAS, the findings set forth herein are based on the MSHCP and the 2020 Nexus Study, and the estimated implementation costs of the MSHCP as set forth in the 2020 Nexus Study, a copy of which is on file in the City Clerk’s office;

WHEREAS, The Western Riverside County Regional Conservation Authority (“RCA”) has prepared an updated nexus study entitled “WESTERN RIVERSIDE COUNTY MULTIPLE SPECIES HABITAT CONSERVATION PLAN NEXUS FEE STUDY UPDATE” (2020 Nexus Study”) pursuant to California Government code sections 66000 et seq. for the purpose of updating the Local Development Mitigation Fee (“LDMF”). On December 7, 2020, the RCA Board of Directors reviewed the 2020 Nexus Study and directed RCA Permittees to adopt this updated MSHCP fee ordinance.

WHEREAS, pursuant to Article 11, Section 7 of the California Constitution, the City is authorized to enact measures that protect the health, safety, and welfare of its citizens;

WHEREAS, pursuant to Government Code sections 66000 et seq., the City is empowered to impose fees and other exactions to provide necessary funding and public facilities required to mitigate the negative effect of new development projects;

WHEREAS, the City Council took action on the MSHCP and the associated Implementing Agreement and adopted the original LDMF, and made appropriate findings pursuant to CEQA;

WHEREAS, the levying of LDMF has been reviewed by the City Council and staff in accordance with the California Environmental Quality Act (“CEQA”) and the State CEQA Guidelines and it has been determined that the adoption of this ordinance is exempt from CEQA pursuant to Section 21080(b)(8) of the California Public Resources Code and Sections 15273 and 15378(b)(4) of the State CEQA Guidelines; and

WHEREAS, pursuant to Government Code sections 66016, 66017, and 66018, the City has: (a) made available to the public, at least ten (10) days prior to its public hearing, data indicating the estimated cost required to provide the facilities and infrastructure for which these development fees are levied and the revenue sources anticipated to provide those facilities and infrastructure; (b) mailed notice at least fourteen (14) days prior to this meeting to all interested parties that have requested notice of new or increased development fees; and (c) held a duly noticed, regularly scheduled public hearing at which oral and written testimony was received regarding the proposed fees.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BEAUMONT DOES ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS. The City Council finds and determines as follows:

A. The preservation of vegetation communities and natural areas within the City and western Riverside County which support species covered by the MSHCP is necessary to protect and promote the health, safety, and welfare of all the citizens of the City by reducing the adverse direct, indirect, and cumulative effects of urbanization and development and providing for permanent conservation of habitat for species covered by the MSHCP.

B. It is necessary to update certain development impact fees to ensure that all new development within the City pays its fair share of the costs of acquiring and preserving vegetation communities and natural areas within the City and the region which are known to support plant and wildlife species covered by the MSHCP.

C. A proper funding source to pay the costs associated with mitigating the direct, indirect, and cumulative impacts of development to the natural ecosystems within the City and the region, as identified in the MSHCP, is a development impact fee for residential, commercial, and industrial development. The amount of the fee is determined by the nature and extent of the impacts from the development to the identified natural ecosystems and or the relative cost of mitigating such impacts.

D. The MSHCP and the 2020 Nexus Study, a copy of which is on file in the City Clerk's office, provides a basis for the imposition of development impact fees on new construction.

E. The use of the development impact fees to mitigate the impacts to the City's and the region's natural ecosystems is reasonably related to the type and extent of impacts caused by development within the City.

F. The costs of funding the proper mitigation of natural ecosystems and biological resources impacted by development within the City and the region are apportioned relative to the type and extent of impacts caused by the development.

G. The facts and evidence provided to the City establish that there is a reasonable relationship between the need for preserving the natural ecosystems in the City and the region, as defined in the MSHCP, and the direct, indirect, and cumulative impacts to such natural ecosystems and biological resources created by the types of development on which the fee will be imposed, and that there is a reasonable relationship between the fee's use and the types of development for which the fee is charged. This reasonable relationship is described in more detail in the MSHCP and the 2020 Nexus Study.

H. The cost estimates for mitigating the impact of development on the City's and the region's natural ecosystem and biological resources, as set forth in the MSHCP, are reasonable and will not exceed the reasonably estimated total of these costs.

I. The fee set forth herein does not reflect the entire cost of the lands which need to be acquired in order to implement the MSHCP and mitigate the impact caused by new development. Additional revenues will be required from other sources. The City Council finds that the benefit to each development project is greater than the amount of the fee to be paid by the project.

J. The fees collected pursuant to this Ordinance shall be used to finance the acquisition and perpetual conservation of the natural ecosystems and certain improvements necessary to implement the goals and objectives of the MSHCP.

SECTION 2. ADMINISTRATIVE RESPONSIBILITY. The RCA is hereby reaffirmed as the Administrator of this Ordinance. The RCA is hereby authorized to receive all fees generated from the Local Development Mitigation Fee within the City, and to invest, account for, and expend such fees in accordance with the provisions of the MSHCP, MSHCP Implementing Ordinance, this Ordinance, and the MSHCP Mitigation Fee Implementation Manual. The detailed administrative procedures concerning the implementation of this Ordinance shall be contained in the MSHCP Mitigation Fee Implementation Manual adopted December 7, 2020 and as may be amended from time to time. The RCA Board of Directors may adopt a policy that will allow the City to authorize the RCA to calculate the fees due and collect those amounts directly from property owners. If such a policy is adopted, it will be included in the MSHCP Mitigation Fee Implementation Manual.

SECTION 3. DEFINITIONS. As used in this Ordinance, the following terms shall have the following meanings:

“Accessory Dwelling Unit” means an accessory dwelling unit as defined by California Government Code section 65852.2(j)(1), or as defined in any successor statute.

“Board of Supervisors” means the Board of Supervisors of the County of Riverside, California.

“City” means the City of BEAUMONT, County of Riverside, California.

“City Council” means the City Council of the City of BEAUMONT, California.

“Credit” means a credit allowed pursuant to Section 10 of this Ordinance, which may be applied against the development impact fee paid.

“Development” means a human-created change to improved or unimproved real estate, including buildings or other structures, mining, dredging, filing, grading, paving, excavating, and drilling.

“Development Project” or “Project” means any project undertaken for the purpose of development pursuant to the issuance of a building permit by the City pursuant to all applicable ordinances, regulations, and rules of the City and state law.

“Junior Accessory Dwelling Unit” means a junior accessory dwelling unit as defined by California Government Code section 65852.22(h)(1), or as defined in any successor statute.

“Local Development Mitigation Fee” or “Fee” means the development impact fee imposed pursuant to the provisions of this Ordinance.

“Multiple Species Habitat Conservation Plan” or “MSHCP” means the Western Riverside County Multiple Species Habitat Conservation Plan, adopted by the City Council.

“MSHCP Conservation Area” has the same meaning and intent as such term is defined and utilized in the MSHCP.

“Ordinance” means this Ordinance No. 2021-____ of the City of BEAUMONT, California.

“Project Area” means the area, measured in acres, within the Development Project including, without limitation, any areas to be developed as a condition of the Development Project. Except as otherwise provided herein, the Project Area is the area upon which the project will be assessed the Local Development Mitigation Fee. See the MSHCP Mitigation Fee Implementation Manual for additional guidance for calculating the Project Area.

“Revenue” or “Revenues” means any funds received by the City pursuant to the provisions of this Ordinance for the purpose of defraying all or a portion of the cost of acquiring and preserving vegetation communities and natural areas within the City and the region which are known to support threatened, endangered, or key sensitive populations of plant and wildlife species.

“Western Riverside County Regional Conservation Authority” or “RCA” means the governing body established pursuant to the MSHCP that is delegated the authority to oversee and implement the provisions of the MSHCP.

Any capitalized term not otherwise defined herein shall carry the same meaning and definition as that term is used and defined in the MSHCP.

SECTION 4. LOCAL DEVELOPMENT MITIGATION AND LOCAL INFRASTRUCTURE FEE.

A. Adoption of Local Development Mitigation Fee Schedule. The City Council shall adopt an applicable Local Development Mitigation Fee schedule provided by the RCA through a separate resolution, which may be amended from time to time.

B. Public Projects. The City is required to mitigate the impacts of Public Projects pursuant to the MSHCP and the MSHCP Implementing Agreement. The definition of Public Project and the method for mitigating Public Projects will be set forth in the MSHCP Mitigation Fee Implementation Manual.

C. Periodic Fee Adjustment. The Local Development Mitigation Fee schedule set forth in the fee resolution referenced above may be periodically reviewed and the amounts adjusted as set forth in the MSHCP Mitigation Fee Implementation Manual.

D. Automatic Annual Fee Adjustment. In addition to the Periodic Fee Adjustment mentioned above, the RCA shall provide the City with an automatic annual fee adjustment for the Local Development Mitigation Fee established by this Ordinance as set forth in the MSHCP Mitigation Fee Implementation Manual.

SECTION 5. IMPOSITION OF THE LOCAL DEVELOPMENT MITIGATION FEE.

- A.** The Local Development Mitigation Fee will be paid no later than at the issuance of a building permit. Notwithstanding any other provision of the City's Municipal Code, no building permit shall be issued for any Development Project unless the Local Development Mitigation Fee applicable to such Development Project has been paid. The amount of the Fee shall be calculated in accordance with the MSHCP Mitigation Fee Implementation Manual.
- B.** In lieu of the payment of the Local Development Mitigation Fee as provided above, the Fee for a Development may be paid through a Community Facilities District, provided that such arrangement is approved by the RCA in writing.

SECTION 6. PAYMENT OF LOCAL DEVELOPMENT MITIGATION FEE.

- A.** The Local Development Mitigation Fee shall be paid in full in accordance with applicable law.
- B.** The Local Development Mitigation Fee required to be paid under this Ordinance shall be the fee in effect at the time the fee is paid for which the Local Development Mitigation Fee is assessed; provided, however, that Housing Development Projects as defined by California Government Code section 65589.5(h)(2) may be entitled to pay the fee in effect at the time of the preliminary application was submitted.
- C.** Notwithstanding anything in the City's Municipal Code, or any other written documentation to the contrary, the Local Development Mitigation Fee shall be paid whether or not the Development Project is subject to conditions of approval by the City imposing the requirement to pay the fee.
- D.** If all or part of the Development Project is sold prior to payment of the Local Development Mitigation Fee, the Project shall continue to be subject to the requirement to pay the fee as provided herein.
- E.** The fee title owner(s) of the Property is responsible for the payment of the Local Development Mitigation Fee.

SECTION 7. REFUNDS.

Under certain circumstances, such as double payment, expiration of a building permit, or fee miscalculation due to clerical error, an applicant may be entitled to a refund. Refunds will be reimbursed by the end of the fiscal year on a first come, first served basis, depending upon the net revenue stream. Refunds will only be considered reimbursable if requested within 3 years of the original LDMF payment. In all cases, the applicant must promptly submit a refund request with proof of LDMF payment to the RCA if RCA collected the LDMF, or if collected by a local

jurisdiction, the refund request shall be submitted to that local jurisdiction, which will subsequently forward the request to RCA for verification, review, and possible action.

1. Expiration of Building Permits - If a building permit should expire, is revoked, or is voluntarily surrendered and is, therefore voided and no construction or improvement of land has commenced, then the applicant may be entitled to a refund of the LDMF collected which was paid as a condition of approval, less administration costs. Any refund must be requested within three (3) years of the original payment. The applicant shall pay the current LDMF in effect at the time in full if s/he reapplies for the permit.

2. Double Payments – on occasion due to a clerical error, a developer has paid all or a portion of the required LDMF for project twice. In such cases, a refund of the double payment may be required.

3. Balance Due – when LDMF is incorrectly calculated due to City clerical error, it is the City’s responsibility to remit the balance due to RCA. The error must be discovered within three (3) years of the original payment for the City to be held accountable. The amount due can be remitted through alternate methods agreed to by the RCA Executive Committee. If first approved through RCA staff in writing, the calculation is not subject to additional review.

SECTION 8. ACCOUNTING AND DISBURSEMENT OF COLLECTED LOCAL DEVELOPMENT MITIGATION FEES.

A. All fees paid pursuant to this Ordinance shall be deposited, invested, accounted for, and expended in accordance with Section 66006 of the Government Code and all other applicable provisions of law.

B. Subject to the provisions of this section, all fees collected pursuant to this Ordinance shall be remitted to the Western Riverside County Regional Conservation Authority at least quarterly.

C. In the resolution mentioned in Section 4.A, the City has added a twenty-six dollar (\$26) administrative cost recovery fee in an additional cost to the Local Development Mitigation Fee schedule to cover the costs of collecting the fees from project proponents. Any amounts collected by the City shall not reduce the amount collected and remitted to the RCA under this Ordinance.

SECTION 9. EXEMPTIONS. The following types of construction shall be exempt from the provisions of this Ordinance:

A. Reconstruction or improvements that were damaged or destroyed by fire or other natural causes, provided that the reconstruction or improvements do not result in additional usable square footage.

B. Rehabilitation or remodeling to an existing Development Project, provided that the rehabilitation or remodeling does not result in additional usable square footage.

- C. Accessory Dwelling Units, but only to the extent such fee is exempted under state law.
- D. Junior Accessory Dwelling Units, but only to the extent such fee is exempted under state law.
- E. Existing structures where the use is changed from an existing permitted use to a different permitted use, provided that no additional improvements are constructed and does not result in additional usable square footage.
- F. Certain Agricultural Operations as allowed by the MSHCP, as amended.
- G. Vesting Tentative Tract Maps entered into pursuant to Government Code section 66452 et seq. (also, Government Code section 66498.1 et seq.) and Development Projects which are the subject of a development agreement entered into pursuant to Government Code section 65864 et seq., prior to the effective date of Resolution 2003-29, wherein the imposition of new fees are expressly prohibited, provided that if the term of such a vesting map or development agreement is extended by amendment or by any other manner after the effective date of Resolution 2003-29, the MSHCP Fee shall be imposed.

Except as exempted above, all projects are required to make a mitigation payment/contribution and where no mitigation payment process is specified, the project will pay the updated per acre mitigation fee.

SECTION 10. FEE CREDITS. Any Local Development Mitigation Fee credit that may be applicable to a Development Project shall be determined by the City and approved by the RCA. All Fee Credits shall comply with the resolutions, ordinances, Implementing Agreement, and policies of the Western Riverside County Regional Conservation Authority including, without limitation, the MSHCP Mitigation Fee Implementation Manual.

SECTION 11. SEVERABILITY. This Ordinance and the various parts, sections, and clauses thereof, are hereby declared to be severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid, the remainder of this Ordinance shall be affected thereby. If any part, sentence, paragraph, section, or clause of this Ordinance, or its application to any person entity is adjudged unconstitutional or invalid, such unconstitutionality or invalidity shall affect only such part, sentence, paragraph, section, or clause of this Ordinance, or person or entity; and shall not affect or impair any of the remaining provision, parts, sentences, paragraphs, sections, or clauses of this Ordinance, or its application to other persons or entities. The City Council hereby declares that this Ordinance would have been adopted had such unconstitutional or invalid part, sentence, paragraph, section, or clause of this Ordinance not been included herein; or had such person or entity been expressly exempted from the application of this Ordinance.

SECTION 12. CEQA FINDINGS. The City Council hereby finds that in accordance with CEQA and the CEQA Guidelines the adoption of this Ordinance is exempt from CEQA pursuant to Section 21080(b)(8) of the California Public Resources Code and Sections 15273 and 15378(b)(4) of the State CEQA Guidelines.

SECTION 13. ORDINANCE SUPERSEDED. This Ordinance supersedes the provisions of Resolution No. 2003-29 provided this Ordinance is not declared invalid or unenforceable by a court of competent jurisdiction. If, for whatever reason, this Ordinance is declared invalid or unenforceable by a court of competent jurisdiction, Resolution No. 2003-29 and all other related ordinances and policies shall remain in full force and effect.

SECTION 14. EFFECTIVE DATE. The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall within fifteen (15) days of its adoption cause it, or a summary of it, to be published in the Press Enterprise, a newspaper published and circulated in the City of BEAUMONT, and thereupon and thereafter this Ordinance shall take effect and be in force according to law. Pursuant to Section 13.2(A) of the MSHCP Implementing Agreement, the City Clerk shall send a copy of this Ordinance to RCA within 30 days of the date of adoption.

PASSED, APPROVED, AND ADOPTED, this 20th day of April 2021 by the following:

Mike Lara, Mayor

ATTEST:

Steven Mehlman, City Clerk

The Economics of Land Use



Final Report

Western Riverside County Multiple Species Habitat Conservation Plan Nexus Fee Study Update

Prepared for:

Western Riverside County Regional Conservation Authority

Prepared by:

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October 2020

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1. INTRODUCTION AND KEY FINDINGS

This Updated Nexus Study (2020 Nexus Study) provides the technical justification for changes to the Local Development Mitigation Fee schedule that applies to Local Permittee participants in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP or Plan). These changes are necessary to ensure adequate funding of the obligations of the Local Permittees under the MSHCP and the associated Incidental Take Permit and Implementing Agreement. The resulting increased fee revenues will support the continued implementation of the MSHCP and the streamlining of endangered species incidental take permitting for new Western Riverside County development provided under the MSHCP. This Nexus Study is consistent with the requirements of California Government Code 66000 et seq. (the Mitigation Fee Act) that requires specific findings (as well as administration and implementation procedures) for “any action establishing, increasing, or imposing a fee as a condition of approval of a development project by a local agency.”

Background

The Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP or Plan), originally adopted in 2004, is a comprehensive, multi-jurisdictional Habitat Conservation Plan (HCP) focusing on the conservation of species and their associated habitats in Western Riverside County. The MSHCP was developed in response to the need for future growth opportunities in Western Riverside County while addressing the requirements of the State and federal Endangered Species Acts. The MSHCP serves as an HCP pursuant to Section 10(a)(1)(B) of the federal Endangered Species Act of 1973 as well as a Natural Communities Conservation Plan under the NCCP Act of 2001. The MSHCP streamlines these environmental permitting processes by allowing the participating jurisdictions to authorize “take” of plant and wildlife species identified within the Plan Area. At the same time, Plan implementation provides a coordinated MSHCP Conservation Area and implementation program to preserve biological diversity and maintain the region’s quality of life.

The MSHCP and the associated Implementing Agreement and Incidental Take Permit collectively determine a set of conservation actions that must be taken to meet the terms of the Incidental Take Permit and benefit from the regulatory streamlining and other benefits of the MSHCP. This includes the identification of the responsible parties, including the responsibilities of the Local Permittees.¹ One of the key requirements of the MSHCP, Implementing Agreement, and Incidental Take Permit (consistent with the requirements of the federal Endangered Species Act) is the provision of adequate funding by Local Permittees to the Implementing Entity (the Western Riverside County Regional Conservation Authority²) to conduct their portion of the conservation actions identified in the MSHCP.

¹ Local Permittees include the Western Riverside cities, the County of Riverside, County Flood Control and Water Conservation District, County Regional Park and Open-Space District, County Department of Waste Resources, and Riverside County Transportation Commission.

² The Western Riverside County Regional Conservation Agency is a Joint Powers Authority established in 2004 to implement the MSHCP.

Section 8.0 of the MSHCP outlines the MSHCP funding/financing approach. It also identified best estimates of Plan implementation costs at the time of Plan adoption, including the local funding commitment that represents a portion of the overall land acquisition, management and monitoring, and Plan administration costs. The Local Funding Program included a mix of funding sources to provide “an equitable distribution of the cost for local mitigation under the MSHCP.” The proposed funding sources included Local Development Mitigation Fees (and land dedications), regional infrastructure project public contributions (including contributions to mitigate for transportation infrastructure, regional utility projects, local public capital construction projects, and regional flood control projects), and landfill tipping fees.

Participating cities and the County were each required to implement a Local Development Mitigation Fee under California Government Code Section 66000 et seq. (the “Mitigation Fee Act”) and supported by the separate “Final Mitigation Fee Nexus Study Report for the Western Riverside County Multiple Species Habitat Conservation Plan,” July 1, 2003 (Original or 2003 Nexus Study). The MSHCP funding chapter notes the need for frequent evaluations of the performance of the funding mechanisms and assessments of the funding plan and the need to make any necessary modifications to the funding mechanisms. The MSHCP also notes that the mitigation fee will need to be “reevaluated and revised should it be found to insufficiently cover mitigation of new development.”

In addition to the common practice of updating mitigation fees periodically to account for changing circumstances, the Western Riverside County Regional Conservation Authority (RCA) has determined that significant changes have occurred and/or circumstances have arisen that justify an update to the mitigation fees. These changes include, but are not limited to, the following:

- The need to acquire more land than originally forecast due to the lower than expected land dedication.
- The lower-than-expected levels of non-fee funding from local and regional funding sources.
- The lower than expected levels of residential development.
- The need to diversify land acquisitions away from a focus on the larger, more remote parcels to also acquiring parcels closer to urbanized areas, consistent with the reserve assembly requirements of the MSHCP.

Original and Existing Fee Schedule

All local jurisdictions participating in the MSHCP and obtaining coverage for public and private take in their jurisdictions were required to adopt and implement the 2004 Mitigation Fee Schedule through ordinance and resolution and then to pass through the fee funding (except for any additional administrative charges added by the jurisdictions) to the RCA to fund MSHCP implementation. The ordinances allowed for periodic inflationary increases based on the annual change in the Consumer Price Index for the Los Angeles-Anaheim-Riverside area. In 2018 the Bureau of Labor Statistics implemented a geographic revision, establishing Riverside as its own Core Based Statistical Area. As a result, Riverside was removed from the Consumer Price Index encompassing Los Angeles and Anaheim. Going forward, inflationary increases will be based on the annual change in the Consumer Price Index for the newly established Riverside-San

Bernardino-Ontario area. As outlined in the 2003 Nexus Study (Original Nexus Study), all new development in Western Riverside County is required to pay the mitigation fee.

Table 1 shows the original 2004 Local Development Mitigation Fee schedule and the current 2021 Fee Schedule that reflects periodic inflationary fee adjustments using the indexing process that collectively increased the fees by 35 percent between 2004 and 2020 (this was below the overall inflation index increase over this period).

Table 1 2004 and 2021 MSHCP Fee Schedule

Fee Category	2004 Fee per unit or per acre	2021 Fee per unit or per acre ³
Residential: Up to 8.0 dwelling units per acre (DUAC)	\$1,651	\$2,234
Residential: 8.0-14.0 DUAC	\$1,057	\$1,430
Residential: 14.0+ DUAC	\$859	\$1,161
Commercial (per acre)	\$5,620	\$7,606
Industrial (per acre)	\$5,620	\$7,606

Updated Mitigation Fee Schedules

This 2020 Nexus Study has estimated the increased fee level that would be required to provide sufficient revenues, based on the best available forecasts of future growth, to support the full implementation of the MSHCP, including the completion of all land acquisition and the establishment of the necessary endowment, by 2029 (Year 25 of Plan implementation).⁴ Because, as shown below, this would require a major increase in the fee levels, three other scenarios are also considered where different time extensions provide more time for land acquisition.⁵ These extensions allow for the costs of Plan implementation (including land acquisitions) to be spread across more development and, as a result, moderate the level of mitigation fee increase required. In addition, the longer extension scenarios require a pace of land acquisition that is more consistent with what has proven to be achievable. All of these fee

³ Note it is RCA procedure to refer to fees during, for example, Fiscal Year 2020/2021, as the 2021 fee. The 2021 fee became effective July 1, 2020, and applies for the fiscal year of 2020-21 (i.e., until June 30, 2021 when the 2022 Fee begins).

⁴ The MSHCP provided a 25-year period of the required land acquisition with the larger 75-year permit term. This is labelled the “No Extension” or “Baseline Scenario” in this Update Study.

⁵ The baseline scenario as well as the extension scenarios assume that all land acquisition as well as the full endowment will be completed/ established by the end of the specified implementation/ land acquisition period. Interest from the non-depleting endowment will fund all ongoing costs thereafter.

increases would be consistent with the Mitigation Fee Act and the MSHCP and associated Incidental Take Permit and Implementing Agreement.

The mitigation fee levels shown for each extension scenario are the fee levels required to cover the appropriate portion of the Local Permittee MSHCP implementation costs based on the best information available at this time. The revised mitigation fee levels reflect changes in estimated costs, expected levels of land dedication, and non-fee funding. Consistent with the MSHCP and Original Nexus Study, it is assumed that all new development in Western Riverside County will pay the mitigation fee because, as noted in the MSHCP, “new development affects the environment through construction activity and cumulatively through population bases that result from such development.”⁶ Importantly, the revised mitigation fee levels also reflect the decision to determine the mitigation fee that applies to different land uses on a consistent per gross acre basis. This approach is considered to provide a clear, consistent, and proportionate method for determining mitigation fees on new development.⁷ The 2020 Nexus Study does convert the overarching per gross acre fee into per unit residential fees for different density ranges; this conversion was conducted to provide implementation/administrative consistency for member jurisdictions.

Table 2 Updated MSHCP Implementation Costs and Per Acre Mitigation Fees

Fee Per Acre	No Extension	5-Year Extension	10-Year Extension	15-Year Extension
Net Cost	\$912,756,583	\$902,353,150	\$892,767,438	\$883,987,805
Acres of Development				
Residential	14,026	21,818	29,611	37,403
Nonresidential	<u>6,239</u>	<u>9,705</u>	<u>13,171</u>	<u>16,637</u>
Total	20,265	31,523	42,782	54,040
Mitigation Fee per Acre	\$45,041	\$28,625	\$20,868	\$16,358

Sources: Southern California Association of Governments; Western Riverside County RCA; Economic & Planning Systems, Inc.

⁶ Consistent with the Original Nexus Study and the technical analysis in this study update (and as described in more detail in the Fee Implementation Handbook), certain types of public improvements/ infrastructure projects will make mitigation payments calculated as a percent of total improvement cost. All projects are required to make a mitigation payment/contribution (except where exempted as specified in the Ordinance); where no mitigation payment process is specified, the project will pay the updated per acre mitigation fee.

⁷ This is the approach taken by the majority of regional Habitat Conservation Plans in California, including the Coachella Valley Multiple Species Habitat Conservation Plan mitigation fee.

As shown in **Table 2**, the required mitigation fee per gross acre of development varies substantially based on level of extension as follows:

- **No Extension.** Under the current structure, where all land acquisition must occur by the end of Year 25 of MSHCP implementation (2029), a mitigation fee of **\$45,041 per acre** of development would be required.
- **5-Year Extension.** With a 5-year extension, where all land acquisition must occur by the end of Year 30 of MSHCP implementation (2034), a mitigation fee of **\$28,625 per acre** of development would be required.
- **10-Year Extension.** With a 10-year extension, where all land acquisition must occur by the end of Year 35 of MSHCP implementation (2039), a mitigation fee of **\$20,868 per acre** of development would be required.
- **15-Year Extension.** With a 15-year extension, where all land acquisition must occur by the end of Year 40 of MSHCP implementation (2044), a mitigation fee of **\$16,358 per acre** of development would be required.

For residential development, the per gross acre fee is translated into per residential unit fees by density category to provide for a fee framework that is consistent with the current fee structure. The per residential unit fees are calculated by dividing the per gross acre fee by an assumed typical/ average density for each of the three density ranges (low, medium, and high).⁸ The full mitigation fee schedule (for each extension scenario) is shown in **Table 3**, including the per unit residential fees by density category and per gross acre fees for non-residential development. The typical/ average residential densities used to calculate the per-unit residential fees are the same as the density assumptions in the Original Nexus Study.⁹

⁸ For example, the \$3,635 per unit Residential – Low fee under the 15-year extension is derived by dividing the overall per gross acre mitigation fee of \$16,358 (shown in Figure 2) by the assumed typical/average density of Residential Low of 4.5 units/acre.

⁹ The Fee Implementation Handbook provides more specifics on how to determine a project's residential density and therefore the appropriate per unit residential fee that applies.

Table 3 Updated Mitigation Fee Schedule by Extension Scenario

Fee Per Unit	Current Fee 2021 ¹	No Extension	5-Year Extension	10-Year Extension	15-Year Extension
Residential - Low (Up to 8.0 DUAC) ^{2,3}	\$2,234	\$10,009	\$6,361	\$4,637	\$3,635
Residential - Medium (8.0-14.0 DUAC) ^{2,3}	\$1,430	\$4,170	\$2,650	\$1,932	\$1,515
Residential - High (14.0+ DUAC) ^{2,3}	\$1,161	\$1,846	\$1,173	\$855	\$670
Commercial / Industrial (per acre)	\$7,606	\$45,041	\$28,625	\$20,868	\$16,358

1. Western Riverside County Multiple Species Conservation. Local Development Mitigation Fee Schedule for FY 2020-21 (Effective July 1, 2020 – June 30, 2021), annually adjusted using the Consumer Price Index.

2. Per acre mitigation fees translated into per unit fees based on the following residential densities: for low density, 4.5 units per acre; for medium density, 10.8 units per acre; for high density, 24.4 units per acre, consistent with the assumptions used in Appendix E of the original Nexus Study.

3. DUAC stands for Dwelling Units per Acre.

Sources: Southern California Association of Governments; Western Riverside County RCA; Economic & Planning Systems, Inc.

Key Drivers of Fee Change

The change in Local Development Mitigation Fee is the result of a number of different contributing factors (“moving parts”), fully documented and detailed in **Chapters 2** through **7**. This Nexus Study is based on the most current information available including, for some inputs, recent years of experience from MSHCP implementation. The factors that have had the most significant effect on the Local Development Mitigation Fee calculations are summarized below.

1. Lower-than-expected land dedications substantially increase the Local Permittee habitat acquisition cost component of MSHCP implementation. The MSHCP assumed that 41,000 of the 97,000 acres (42 percent) to be conserved by Local Permittee action/funding would be provided at no cost through land dedication associated with development inside the Criteria Cells. Through the first sixteen years of Plan implementation, less than 1,000 acres of the Local Permittee habitat conservation obligations have been generated through these dedications. An additional 10,000 acres of land dedication requirements have been required as part of proposed developments that have yet to occur. Beyond the dedication associated with previously proposed projects, additional land dedication is not expected.¹⁰ As a result, the 2020 Nexus Study assumes the noted 10,000 acres of land dedication is formalized over the next eight years (an average annual land dedication of 1,250 acres per year) prior to the end of the current land acquisition period. No additional land dedication is assumed, even if the acquisition period is extended. As a result, at the end of the current habitat acquisition period (Year 25 of Plan

¹⁰ In September 2016, the RCA revised its fee credit and waiver policy, limiting the likelihood of projects paying fees and dedicating land.

implementation), total land dedication is expected to represent about 11,000 acres and about 11 percent of the Local Permittee land conservation requirement. The RCA therefore needs to directly acquire an additional 30,000 acres of land relative to the expectations of the Original Nexus Study.

2. **Lower than expected regional infrastructure public contributions have reduced the non-fee funding available, increasing the costs to be funded through the mitigation fee.** The MSHCP assumed a substantial level of funding from regional infrastructure project public contributions, including transportation infrastructure, regional utility projects, local public capital construction projects, and regional flood control projects, as well as from landfill tipping fees. While the Measure A sales tax has provided substantial funding as expected, other revenue sources, on aggregate, have provided (and are expected to continue to provide) substantially less funding than forecast in the 2003 Nexus Study. As a result, mitigation fees will need to cover about 91 percent of Local Permittee MSHCP implementation costs relative to the original assumption of about 56 percent.
3. **The change towards a consistent “per gross developed acre” fee basis provides a more consistent approach for all land use development types.** The 2003 Nexus Study used an “Equivalent Benefit Unit” approach to distributing mitigation costs between different land use categories. This Nexus Study adjusts the fee calculation to the more commonly used per gross acre basis. Under this approach, the new Local Development Mitigation Fees are all based on one “across the board” per gross acre fee determination. Non-residential development then pays this per acre fee, while per unit residential fees by density category are derived from this common per gross acre fee.¹¹ This change evens out some of the prior differences in mitigation fee levels.
4. **The estimates of average per acre land values have not changed substantially, so they have had a limited effect on the change in mitigation fees.** The original MSHCP implementation cost estimate was based on an average land value of about \$13,100 per acre. This was based on research on land transactions of parcels with different land use designations and sizes in 2001/2002. The land valuation analysis conducted for this Nexus Study estimated a planning-level land value of about \$14,300 per acre based on land transactions primarily in the 2014 to 2017 period (inflated to 2019-dollar terms). As a result, land value estimates have not changed substantially in nominal dollar terms since the Original Nexus Study. This estimated per acre land value is above the cost of most RCA transactions to date, though the average land values of future RCA land acquisition are expected to increase due to the increasing need to purchase more expensive land in “linkage” areas.

¹¹ Similar to the Original Nexus Study, all new development in Western Riverside County is required to pay the mitigation fee (or otherwise provide the necessary mitigation). The conversion from per gross acre to per unit fees for residential development is conducted to provide administrative continuity for member agencies.

Organization of Report

This Nexus Study includes several chapters. **Chapter 1**, this chapter, describes the purpose and need for this Nexus Study, the recommended changes in the Local Development Mitigation Fee, and the key drivers of these changes. **Chapters 2 through 7** provide the technical analysis that supports the updated fees and nexus findings. **Chapter 2** summarizes the purpose of and basis for the MSHCP, the conservation requirements of the MSHCP, and the financing strategy and approach developed to implement the MSHCP in 2004. **Chapter 3** describes the conservation achievements to date, identifies the remaining conservation requirements, and identifies expected land dedication. **Chapter 4** provides the development forecast used in the calculation of the updated mitigation fees. **Chapter 5** provides the estimates of MSHCP implementation costs, including land acquisition, management and monitoring, program administration, and endowment. **Chapter 6** describes the historical levels of non-fee revenues available to help fund Local Permittee MSHCP implementation costs. **Chapter 7** brings together the technical analysis in **Chapters 2 through 6** to estimate the updated 2020 Local Development Mitigation Fees. **Chapter 8** provides the nexus findings required under the Mitigation Fee Act as required to establish the updated fees. Finally, **Chapter 9** highlights some of the administration and implementation requirements under the Mitigation Fee Act, recognizing that the Fee Implementation Handbook provides more specific guidance to the RCA and its partner agencies on the implementation of the mitigation fee program.

2. MSHCP POLICIES, GOALS, AND FINANCING STRATEGY

MSHCP Purpose, Basis, and Goals

In response to the need to maintain future growth opportunities in Western Riverside County while addressing the requirements of the state and federal Endangered Species Acts, the County and the Riverside County Transportation Commission initiated the Riverside County Integrated Project (RCIP) in 1999. The Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) is one part of the RCIP that includes:

- **Updated County General Plan.** Addresses the required general plan elements such as land use, circulation, housing and open space, and conservation and includes programs to implement the MSHCP, enhance transit alternatives, and encourage development of mixed-use centers.
- **Community and Environment Transportation Acceptability Process.** Identifies future transportation corridors in Western Riverside and provides needed environmental documentation to allow preservation of future right-of-ways.
- **MSHCP.** The Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP or Plan) is a comprehensive, multi-jurisdictional Habitat Conservation Plan (HCP) focusing on the conservation of species and their associated habitats in Western Riverside County. The MSHCP conserves vulnerable plant and animal species and their associated habitats in Western Riverside County and supports economic development.

The MSHCP was adopted in 2003 by the Riverside County Board of Supervisors. Subsequently, all of the Western Riverside cities, the County of Riverside, County Flood Control and Water Conservation District, County Regional Parks and Open-Space District, County Department of Waste Resources, Riverside County Transportation Commission, California Department of Transportation, California Department of Parks and Recreation, California Department of Fish and Game, the US Fish and Wildlife Service and the RCA signed an Implementing Agreement for the MSHCP. The Implementing Agreement includes terms to ensure MSHCP-implementation, defines remedies and recourses should any of the parties of the Agreement fail to perform obligations, and provides assurances that, as long as the MSHCP is being implemented, the Wildlife Agencies will not require additional mitigation from the Permittees.¹²

The MSHCP serves as an HCP pursuant to Section 10(a)(1)(B) of the federal Endangered Species Act of 1973 as well as a Natural Communities Conservation Plan under the NCCP Act of 2001. The MSHCP streamlines these environmental permitting processes by allowing the participating jurisdictions to authorize “take” of plant and wildlife species identified within the Plan Area. At the same time, Plan implementation provides a coordinated MSHCP Conservation Area and implementation program to preserve biological diversity and maintain the region’s quality of life.

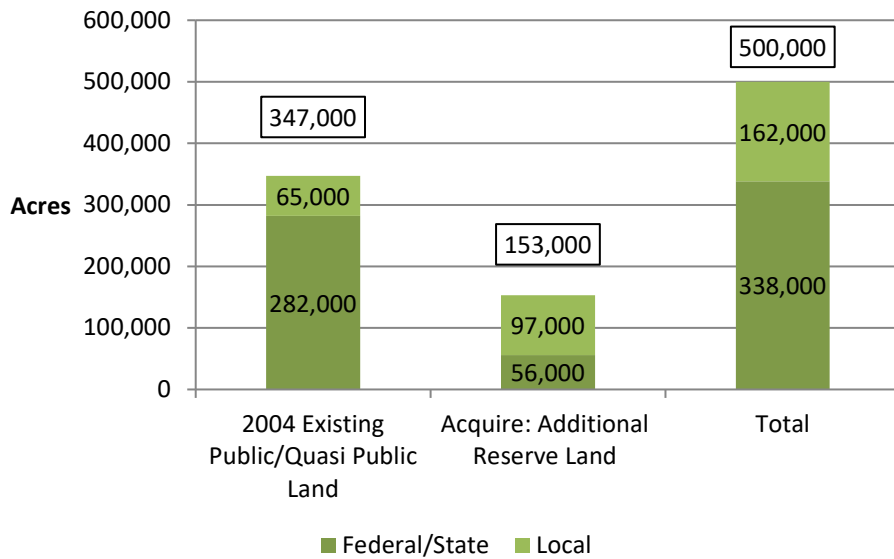
¹² The Wildlife Agencies include the US Fish and Wildlife Service and the California Department of Fish and Wildlife and the Permittees include all of the other parties to the Implementing Agreement.

The MSHCP and the associated Implementing Agreement and Incidental Take Permit collectively determine a set of conservation actions, and the associated responsible parties, that must be taken to meet the terms of the Incidental Take Permit and benefit from the regulatory streamlining and other benefits of the MSHCP. This includes the identification of the responsibilities of the Local Permittees.¹³

MSHCP Conservation Requirements

The goal of the MSHCP is to enhance and maintain biological diversity and ecosystems processes while allowing future economic growth. The MSHCP calls for an MSHCP Conservation Area of 500,000 acres and focuses on the conservation of 146 species.

Figure 1 State of Conservation in 2003: Conserved Land, Additional Reserve Land to be Acquired, and Total MSHCP Conservation Area Needed



As shown in **Figure 1**, when the MSHCP was adopted, existing public and quasi-public conservation lands covered 347,000 acres, leaving a need for 153,000 acres of land, called Additional Reserve Land (ARL), to meet the goals of the MSHCP (see **Figure 1**). The MSHCP specifies that responsibility for the conservation of the 153,000-acre Additional Reserve Lands is shared by the local development process (97,000 acres) and state and federal purchases (56,000).

¹³ Local Permittees include the Western Riverside cities, the County of Riverside, County Flood Control and Water Conservation District, County Regional Park and Open Space District, County Department of Waste Resources, and Riverside County Transportation Commission.

Table 4 MSHCP Goals by Area Plan

Area Plan	Total Area of Criteria Cells	Low End of Goal	High End of Goal	Midpoint
Cities of Riverside and Norco	1,756	90	240	165
Eastvale	665	145	290	220
Elsinore	28,946	11,700	18,515	15,110
Harvest Valley / Winchester	820	430	605	515
Highgrove	1,452	345	675	510
Jurupa	5,476	890	1,870	1,380
Lake Mathews / Woodcrest	11,673	3,215	5,470	4,340
Lakeview / Nuevo	14,682	6,650	10,235	8,445
Mead Valley	7,703	1,885	3,635	2,760
Reche Canyon / Badlands	26,000	10,520	15,610	13,065
REMAP	78,423	41,400	58,470	49,935
San Jacinto Valley	32,828	11,540	19,465	15,500
Southwest Area	66,076	22,500	36,360	29,430
Sun City / Meniffee Valley	2,059	1,120	1,585	1,355
Temescal Canyon	10,007	3,485	5,800	4,645
The Pass	22,652	8,540	13,925	11,230
Total	311,218	124,455	192,750	158,605

The MSHCP includes methods to determine whether the goals of the Plan are being met. One of the methods is measuring the extent to which conservation acquisitions are moving toward acquisition goals by each Area Plan.¹⁴ Area Plans are established in the County's General Plan and are used in the MSHCP as a common geographic unit in Western Riverside County. The MSHCP established low, high, and midpoint acquisition goals for each Area Plan based on biological needs. The midpoint acquisition goals for each Area Plan range from 165 to nearly 49,935 acres, as shown in **Table 4**. The midpoint goals sum to 158,605 which represents 5,605 acres more than are needed to fulfill the MSHCP goals. As a result, acquisitions in some Area Plans can fall below the mid-point targets while the total ARL can still achieve the 153,000-acre goal.

MSHCP Financing Strategy

One of the key requirements of the MSHCP, Implementing Agreement, and Incidental Take Permit (consistent with the requirements of the federal Endangered Species Act) is the provision of adequate funding by Local Permittees to the Implementing Entity (the Regional Conservation Authority) to conduct the conservation actions identified in the MSHCP as the responsibility of the Local Permittees.

¹⁴ Other geographic units include Rough Steps, city jurisdictions, and Area Plan subunits. For the purposes of this analysis, Area Plans have been selected as the primary unit of analysis because they are the middle-sized unit (smaller than Rough Steps and larger than Area Plan subunits) and have not changed over time (unlike jurisdictions, several of which have incorporated since the adoption of the MSHCP).

Section 8.0 of the MSHCP addresses “MSHCP Funding/Financing of Reserve Assembly and Management.” This section provides best estimates of Plan implementation costs at the time of Plan adoption, including the local funding commitment – the portion of Plan implementation costs that represents the Local Permittees’ portion of the overall land acquisition, management, monitoring, adaptive management, and Plan administration costs. Section 8.5 describes the Local Funding Program. The Local Funding Program included a mix of funding sources to provide “an equitable distribution of the cost for local mitigation under the MSHCP.” The proposed funding sources included Local Development Mitigation Fees, density bonus fees, regional infrastructure project public contributions (including transportation infrastructure, regional utility projects, local public capital construction projects, and regional flood control projects), and landfill tipping fees. Key components of the overall MSHCP implementation and funding strategy are highlighted below:

- The Regional Conservation Authority would implement the MSHCP with funding from different sources.
- The permanent protection of 97,000 acres in Additional Reserve Lands by Year 25 of the Plan (2029) would be achieved through direct purchase of habitat lands by the RCA using local funding and through the HANS dedication process.¹⁵
- Local funding sources would fund the ongoing management and maintenance costs of the local portion of the Additional Reserve Lands acquired through local funding (97,000 acres by end of acquisition period).
- Local funding sources would fund monitoring activities on the pre-Plan local conservation and all the new Additional Reserve Lands (500,000 acres by end of acquisition period).
- The permanent protection of 56,000 acres in Additional Reserve Lands by Year 25 would be achieved using state/federal funding sources or contributions.
- State and federal funding sources would fund the management and maintenance costs of the State/federal portion of the required Additional Reserve Lands.
- Local Development Mitigation Fees (on private development) would fund the Local Permittee MSHCP implementation costs that were not funded by other local/regional funding sources or public contributions for public development project mitigation.
- The overall permit period was set at 75 years. Once habitat acquisition was completed by Year 25, remaining funds along with newly created revenue sources were to be used to fund

¹⁵ Section 6.1.1 of the MSHCP describes the HANS process. The Habitat Evaluation and Acquisition Negotiation Strategy (HANS) process applied to any property owner applying for a discretionary permit for land within a Criteria Area/Criteria Cell. Under the process, the County determined whether portions of the property are needed for conservation and then may send their evaluation to the RCA for Joint Project Review (JPR). During JPR, the project applicant negotiated the terms of the development and conservation of the project. The applicant also paid fees on the new development. This approach was refined when a new fee credit policy, adopted in 2016, provided for fee credits where appropriate lands are dedicated.

monitoring and management as well as to fund the establishment of an endowment to cover ongoing post-permit costs (beyond Year 75).

Importantly, the MSHCP funding chapter notes that frequent evaluations of the performance of the funding mechanisms and assessments of the funding plan will occur and that any necessary modifications to the funding mechanisms will be developed.

MSHCP Implementation Costs and Funding Sources

The original estimated costs and proposed funding sources were documented in the MSHCP and are summarized in **Table 5**. These were developed based on research and analysis conducted as part of MSHCP development.

As shown, Plan implementation costs over the first 25 years of implementation were estimated at about \$950 million in 2004-dollar terms. Key assumptions driving the implementation cost estimates included:

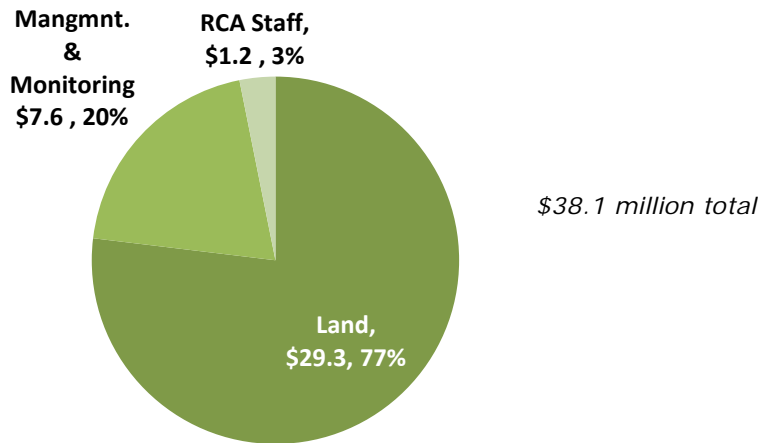
- **Dedications.** Direct acquisition using local funding sources would be required to acquire 56,000 acres, with 41,000 acres (or 42 percent) of the required local habitat protection coming through HANS dedication.
- **Land Cost.** Average land value of \$13,100 per acre for Additional Reserve Lands purchased by the RCA.
- **Management and Monitoring:** Management and monitoring costs included three key components as follows: Reserve Management, Adaptive Management, and Biological Monitoring.¹⁶
- **Program Administration.** RCA program administration costs would average about \$1.2 million each year in 2004 dollars during the 25-year period where land acquisition was required.
- **Cost Distribution.** Overall, land acquisition costs were estimated at 77 percent of total implementation costs, with management and monitoring at 20 percent, and program administration at 3 percent (see **Figure 2**).

¹⁶ See Chapter 5 of the MSHCP for a description of these activities.

Table 5 2004 Estimates: MSHCP Implementation Costs and Funding Sources

Item	Total for 2004 - 2028 (Years 1 - 25)	Average Annual	% of Total Cost/ Funding Need
Local Permittee Land Requirements			
Preservation Requirement	97,000 acres	3,880 acres	na
HANS Dedication	<u>41,000</u> acres	<u>1,640</u> acres	na
Local Permittee Acquisition	56,000 acres	2,240 acres	na
Local Permittee MSHCP Implementation Costs			
Land (1)	\$733,600,000	\$29,344,000	76.91%
Management & Monitoring	\$190,200,000	\$7,608,000	19.94%
RCA Staff	\$30,000,000	\$1,200,000	3.15%
Other Costs	na	na	na
Endowment	<i>not included</i>	<i>not included</i>	na
Total Costs	\$953,800,000	\$38,152,000	100.0%
Local Revenues			
Private Development Mitigation Fees	\$539,600,000	\$21,584,000	50.1%
Density Bonus Fees	\$66,000,000	\$2,640,000	6.1%
Regional Transportation Infra. (2)	\$250,000,000	\$10,000,000	23.2%
Local Roads (Measure A)	\$121,000,000	\$4,840,000 (3)	11.2%
Tipping Fees (4)	\$100,000,000	\$4,000,000	9.3%
Miscellaneous Revenues (5)	<u>\$0</u>	<u>\$0</u>	0.0%
Total Revenues	\$1,076,600,000	\$43,064,000	100%
<p>(1) Average land value per acre assumed to be \$13,100 per acre. (2) Public contributions at specified % of new road construction. (3) \$121 million to be provided over 10 years, so \$12.1 million annually over that period. (4) Includes \$90 million from El Sobrante Landfill and \$10 million from other County landfills. (5) Other potential revenues, including public contributions from other public projects, tipping fees from Eagle Mountain Landfill, and potential new voter-approved regional funding were noted but not estimated.</p>			
Source: Chapter 8 of MSHCP; Economic & Planning Systems.			

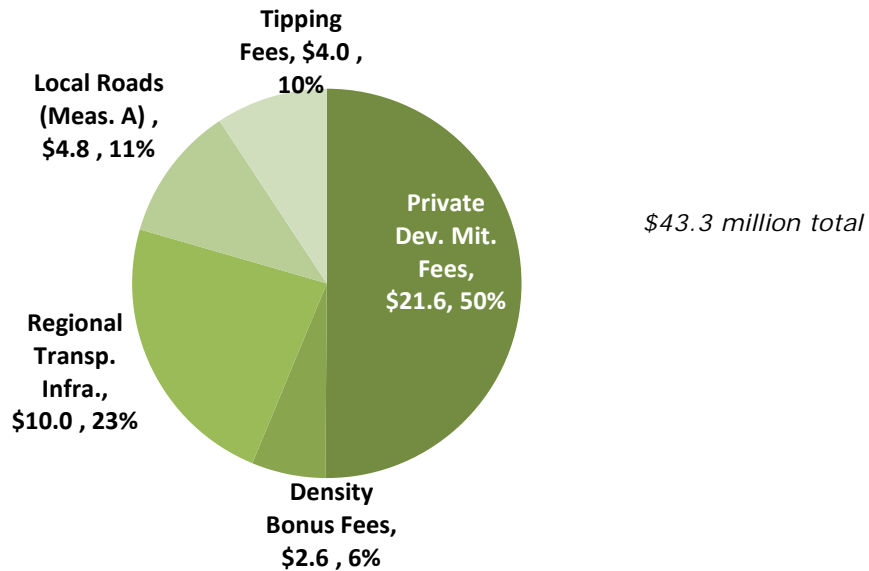
Figure 2 MSHCP Estimated Annual Costs in Millions, 2004 Dollars



As also shown in **Table 5**, MSHCP funding from local/regional sources was estimated to be about \$1.0 billion in 2004 dollars through Year 25, sufficient to cover the implementation costs over this period. Key assumptions driving the funding estimates included:

- **Measure A.** Measure A (local sales tax transportation funding measure) would provide \$121 million over 10 years in 2004-dollar terms.
- **Regional Transportation Funding.** Public contributions from regional transportation infrastructure projects would provide an average of \$10 million each year or \$250 million through Year 25.
- **Tipping Fees.** Landfill tipping fees would provide about \$100 million in revenue over 25 years, about \$4 million each year, primarily from the El Sobrante landfill.
- **Mitigation Fees.** Private development fees, including private development mitigation fees and density bonus fees, would generate over \$600 million over the first 25 years, about \$24 million annually.
- **Development Forecast and Participation.** The forecast of private development fees was based on a preliminary fee schedule and the forecast of 336,000 new residential units (13,440 units each year) and 371 acres each year of commercial and industrial development. All new development was assumed to pay the private development mitigation fee with a portion paying the density bonus fee.
- **Other Funding Options.** Potential additional funding might come through contributions from other local/regional public entities, other landfills, or new voter-approved funding initiatives.
- **Funding Distribution.** Overall, about 55 percent of the estimated funding was expected to be generated by private development fees, with 45 percent from other funding sources.

Figure 3 MSHCP Estimated Annual Revenues in Millions, 2004 Dollars



Development Mitigation Fees and Calculation

The MSHCP notes that “new development affects the environment directly through construction activity and cumulatively through population bases that result from Development.” As a result, the cities and County are required to implement a Local Development Mitigation Fee that was expected to represent one of the primary sources of funding for the implementation of the MSHCP. The MSHCP indicates that the Local Development Mitigation Fee will be adopted under California Government Code Section 66000 et seq. (the “Mitigation Fee Act”) that “allows cities and counties to charge new development for the costs of mitigating the impacts of new development.”

The MSHCP identified preliminary estimates of Local Development Mitigation Fees and indicated that these mitigation fees were expected to generate the majority of funding for Local Permittee obligations. The MSHCP noted that, under the Mitigation Fee Act, “a nexus study is required to demonstrate that the proposed fee is proportionate to the impacts of new development.” The Mitigation Fee Act also includes a number of reviewing and reporting requirements. The MSHCP also notes that the fee will need to be “reevaluated and revised should it be found to insufficiently cover mitigation of new development.”

A nexus study entitled “Final Mitigation Fee Nexus Study Report for the Western Riverside County Multiple Species Habitat Conservation Plan” was completed on July 1, 2003 (2003/Original Nexus Study). This nexus study conducted a detailed analysis of the costs of implementing the Plan, identified the Local Permittee funding obligations, determined the portion to be funded through the Local Development Mitigation Fee, and made the necessary nexus findings under the Mitigation Fee Act. The MSHCP and 2003 Nexus Study both indicated that all new development in the Western Riverside County Plan Area affects covered species and habitat and so the Local Development Mitigation Fees would apply to all new development in participating jurisdictions in Western Riverside County.

Mitigation Fee Schedule and Adjustments

All local jurisdictions participating in the MSHCP and obtaining coverage for public and private take in their jurisdictions were required to adopt and implement this mitigation fee schedule through ordinance and resolution and then to pass through the fee funding (minus any additional administrative charges) to the RCA to fund MSHCP implementation. Indexed-increases based on the annual change in the Consumer Price Index for the Los Angeles-Anaheim-Riverside area were provided for in the ordinances to allow modest adjustments in mitigation fees to respond to inflationary cost increases. Due to the geographic revision implemented by the Bureau of Labor Statistics, going forward indexed-adjustments will be based on the annual change in the Consumer Price Index for the Riverside-San Bernardino-Ontario area.

Table 6 shows the original 2004 Local Development Mitigation Fee schedule and current 2021 Fee schedule that reflects periodic inflationary fee adjustments using the indexing process.

Table 6 2004 and 2021 MSHCP Fee Schedule

Fee Category	2004 Fee per unit or per acre	2021 Fee per unit or per acre
Residential: Up to 8.0 dwelling units per acre (DUAC)	\$1,651	\$2,234
Residential: 8.0-14.0 DUAC	\$1,057	\$1,430
Residential: 14.0+ DUAC	\$859	\$1,161
Commercial (per acre)	\$5,620	\$7,606
Industrial (per acre)	\$5,620	\$7,606

3. HABITAT PROTECTION TO DATE AND FUTURE CONSERVATION SCENARIO

The RCA has achieved substantial levels of habitat protection to date using the funding sources established and the associated variable flows of incoming revenues. The level of habitat protection achieved, because of lower levels of funding and land dedication than expected, has however fallen behind the pace of protection forecast in the Original Nexus Study. This chapter summarizes the achieved protection to (1) establish both the scale of future acquisitions required to meet the overall Additional Reserve Land (ARL) goals, (2) consider the annual pace of habitat protection through acquisitions and dedications in absolute terms and relative to the original MSHCP forecasts, and (3) inform the development of the Conservation Scenario that forms the baseline (project description) for estimating future MSHCP implementation costs and associated funding requirements and updated mitigation fees.

Habitat Protection Accomplishments Through 2019

Between the start of the MSHCP program and the end of 2019, the most recent full calendar year, about 40 percent of the 153,000-acre ARL target has been achieved, totaling almost 62,000 acres in acquisitions, easements, or dedications (see **Table 7**).¹⁷ As shown of the 97,000 acres in Local Permittee ARL obligation about 40,200 acres had been protected by the end of 2019. Of the 56,000 acres in State/Federal ARL obligation, about 21,600 acres have been protected to date.

Table 7 Conservation Through End of 2019

Party	Need	Conserved 2000-2003	Conserved 2004 - 2019	Total Conserved 2000 - 2019	Remaining Need 2020-2043
Local	97,000	4,531	35,681	40,212	56,788
State + Fed	56,000	12,408	9,200	21,608	34,392
Total	153,000	16,939	44,881	61,820	91,180

Sources: Western Riverside County Regional Conservation Authority MSHCP Annual Reports; RCA information on 2019 purchases; Economic & Planning Systems, Inc.

Conservation Goals and Progress

The MSHCP anticipated that acquisition would take place for 25 years, through the end of 2029, with 97,000 acres conserved through local means and 56,000 acres conserved with State/federal funding. To achieve this goal, an average of 6,120 acres of conservation is required each year,

¹⁷ Note that while the MSHCP was adopted in 2004, certain conservation which took place between 2000 and 2003 was counted toward the MSHCP reserve.

including an average of 3,880 annually from local funding sources/dedications and 2,240 annually from State and federal conservation.

Figure 4 illustrates how steady progress would result in achievement of the ARL goals by 2029. **Figure 5** shows actual progress toward the goals, through 2019. More than 21,000 acres have been conserved through State/federal means, and over 40,000 acres have been conserved through local actions. These totals sum to about 40 percent of the total ARL goal of 153,000 acres. As shown in **Figure 5**, with 16 years of the 25-year acquisition period completed, the ARL acquisitions have fallen behind the pace forecast in the Original Nexus Study. Protection through the end of 2019 represents 63 percent of the original forecast (65 percent for Local obligations and 60 percent for State/federal obligations). For the Local Permittee obligations, as discussed further below, the lower level of land dedication relative to the original forecasts account for much of the habitat protection gap that has emerged over the last 16 years.

Figure 4 MSHCP Conservation Goals, 2019 and 2029 Goals Highlighted

MSHCP Goals, 2019 and 2028 Highlighted

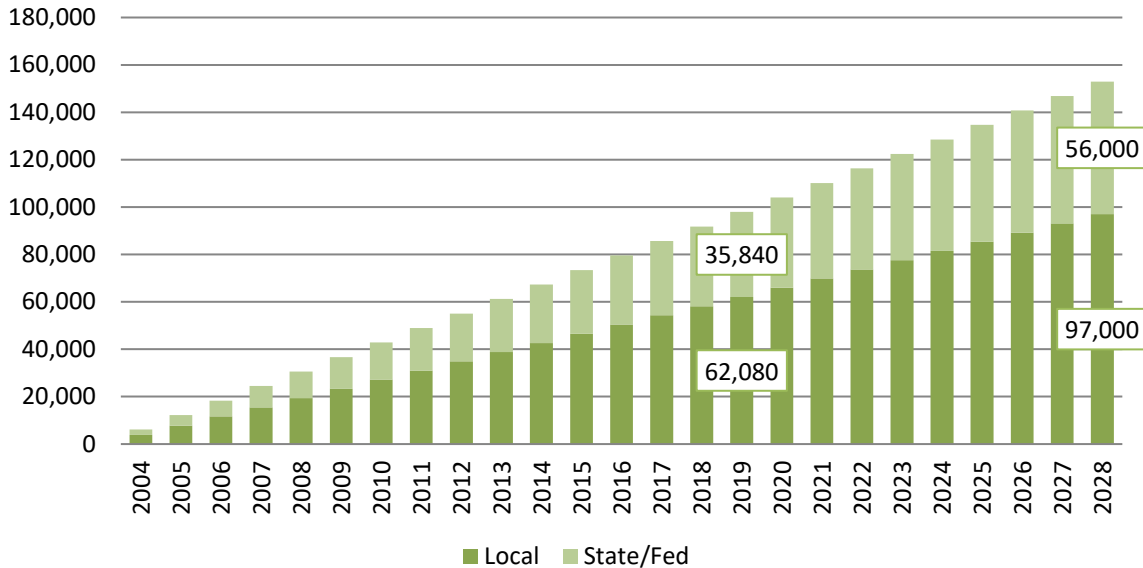
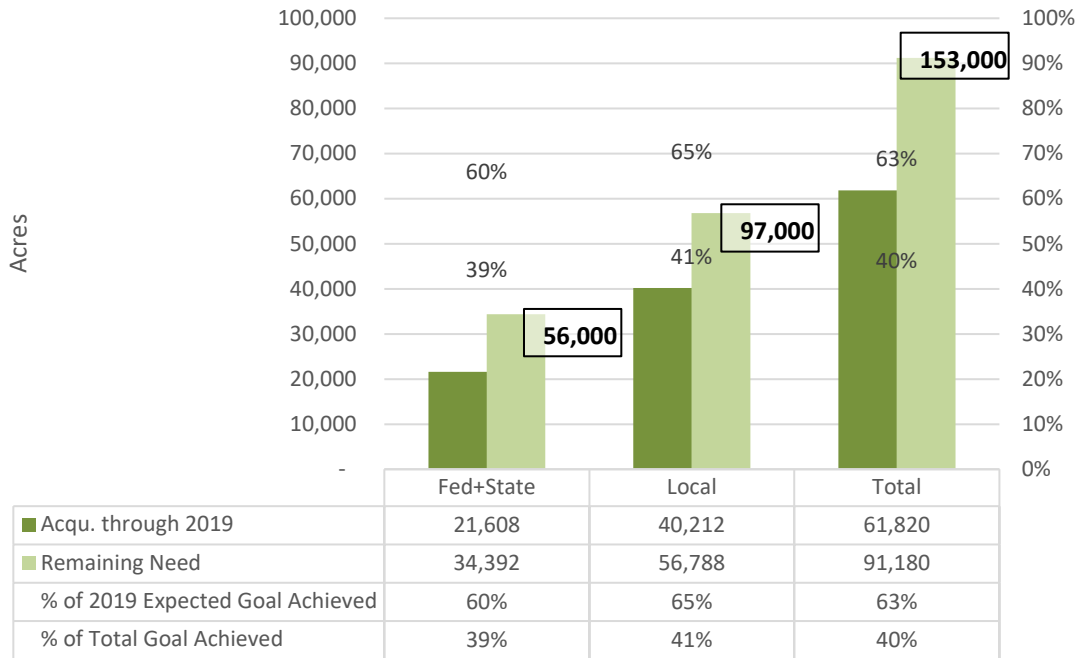


Figure 5 Progress Towards ARL Through End of 2019



Sources: Western Riverside County Regional Conservation Authority; Economic & Planning Systems, Inc.

Land Dedications

The MSHCP envisioned a conservation program where land and easements would be purchased by the RCA and land would be dedicated to the RCA through the development process.¹⁸ In addition, the potential for no-cost and low-cost donations for tax benefit purposes was also created. The MSHCP did not assume donations or conservation easement acquisitions as part of its financial analysis (this is appropriate given the limited number of such transactions). The MSHCP did, however, anticipate that 41,000 acres would be conserved through dedications, 56,000 acres through purchases on behalf of local permittees, and 56,000 acres through purchases conducted by or funded by federal and State agencies/sources for a total of 153,000 acres.

For the local portion of the goal (97,000 acres), this translates into about 42 percent of the goal conserved via dedications associated with the development review process—called Habitat Evaluation and Acquisition Negotiation Strategy (HANS)—and the other 58 percent purchased by the RCA from willing sellers. The level of dedication is a key assumption for the MSHCP implementation cost estimate as each acre dedicated through HANS is one fewer acre which must be conserved through land acquisitions at market values.

The HANS process was established to apply to developments proposed within the Criteria Cells of the MSHCP Study Area. The Criteria Cells represent areas with high conservation values relative to the areas outside of the Criteria Cells. The HANS process was designed to indicate what conservation (dedication) may be needed from new development from a biological needs

¹⁸ This process is known as the Habitat Evaluation and Acquisition Negotiation Strategy (HANS).

perspective. Subsequent to that technical analysis, applicants could then proceed to the Joint Project Review (JPR) process during which the parties negotiate an implementation plan for the project, consistent with the HANS findings. The applicants would also pay mitigation fees on the actual development. To date, a modest amount of land (less than 1,000 acres) has been conserved via the HANS/JPR method compared to the 26,000 acres that was forecast to have occurred by this point in the MSHCP implementation.

While very little land has been dedicated to the RCA through HANS/JPR, several projects went through the HANS/JPR process and have agreements in place for dedication/conservation of lands, but the start date (if any) for these projects is unknown (i.e., may be far in the future). These projects cover about 35,000 acres in the Criteria Cells and, under the JPR agreements, have set aside about 30 percent of that total or about 10,000 acres for conservation/dedication.

The adoption of Resolution No. 2016-003 in September 2016 revised the RCA's fee credit and waiver policy. This resolution indicated that MSHCP fee credit should be provided in exchange for land that contributes to reserve assembly. As a result, after the adoption of this resolution, new development is not be expected to pay mitigation fees and dedicate land in the manner originally envisioned in the MSHCP limiting the likelihood of the types of dedications envisioned in the Original Nexus Study.

Future Conservation Scenario

This updated financial analysis, nexus study, and mitigation fees estimate require a base description of the additional habitat protection required. In subsequent chapters, cost estimates are developed in reference to, and in application to, this conservation scenario to develop the overall implementation costs and the associated funding required, both in aggregate and through time during the land acquisition period of the program. Four questions are of particular importance:

1. **Remaining Habitat Protection.** The amount of habitat protection required to meet the MSHCP requirements.
2. **Dedications.** The amount of land dedication assumed to occur through the HANS/JPR process over the habitat protection period and the associated amount of habitat that must be acquired.
3. **Time Frame.** The period over which habitat protection goals must be met.
4. **Land Characteristics.** The characteristics of the land to be protected to meet MSHCP requirements (e.g., goals by Area Plan, habitat cores and linkages etc., land use designations and parcel sizes).

The answers to question 1 are provided in the data above (see **Table 7**). The answer to question 4 is provided in the subsequent chapter on land costs, with illustrative answers coming from RCA data and GIS analysis. The answer to question 2 is addressed below and is based on information on accomplishments to date (described above), discussions with RCA staff, the current Fee Waiver and Credit Policy, and an assessment of realistic opportunities and expectations. Finally, question 3 raises the issue of whether an extension to the MSHCP land acquisition implementation period should be provided. As described below, three different

extension scenarios (5-, 10-, and 15-year extension scenarios) are evaluated, as well as the baseline, "No Extension Scenario," to indicate the outcomes under different scenarios.

Habitat Protection, Land Dedication, and Conservation Scenarios

As shown in **Table 8**, there is a total of about 91,200 acres of land protection still required to complete the land protection obligations under the MSHCP and to bring the Additional Reserve Lands to 153,000 acres. Of this, the State/federal requirements is for about 34,400 acres, while the Local Permittee requirement is for about 56,800 acres.

The experience of the last 16 years indicates that the MSHCP was overly optimistic in terms of land dedications, assuming that 41,000 acres would be dedicated to the RCA. As noted above, about 10,000 acres of potential future land dedication is associated with a range of previously proposed projects. Based on historical information on actual, dedications agreements on proposed projects, current RCA policy, and consultations with RCA staff, minimal additional dedication is expected or assumed. This analysis, therefore, assumes that the prior agreement concerning dedications, summing to about 10,000 acres, will be secured over the next eight years and prior to the end of the current habitat protection period. Even if the implementation period were extended, no extra land dedication is forecast to occur.

As a result, and as shown in **Table 8**, a total of about 46,800 acres of Additional Reserve Land acquisition is required by Local Permittees for MSHCP implementation once the forecast of dedications is incorporated. As shown in **Table 8**, the required average annual pace of habitat protection varies considerably under the different acquisition period extension scenarios, as described below: ¹⁹

- **Baseline/No Extension Scenario.** As currently structured, RCA is required to complete land acquisition by the end of Year 25 of Plan implementation in 2029. This provides nine (9) years to protect the 47,000 acres through direct land acquisition (distinct from the assumed dedications), an average annual acquisition pace of about 5,200 acres each year.
- **5-Year Extension.** With a 5-year extension to the acquisition period, the RCA would be required to complete land acquisitions by the end of Year 30 of Plan implementation in 2034. This provides fourteen (14) years to protect the 47,000 acres through direct land acquisition (distinct from the assumed dedications), an average annual acquisition pace of about 3,300 acres each year.
- **10-Year Extension.** With a 10-year extension to the acquisition period, the RCA would be required to complete land acquisitions by the end of Year 35 of Plan implementation in 2039. This provides nineteen (19) years to protect the 47,000 acres through direct land acquisition (distinct from the assumed dedications), an average annual acquisition pace of about 2,500 acres each year.

¹⁹ As a point of reference, the historical pace of Local Permittee-driven habitat protection has been somewhat above 2,000 acres each year with availability of funding being an important determinant of the pace of acquisition. The pace of State/federal-driven acquisition has averaged about 1,000 acres each year.

- **15-Year Extension.** With a 15-year extension to the acquisition period, the RCA would be required to complete land acquisitions by the end of Year 40 of Plan implementation in 2044. This provides twenty-four (24) years to protect the 47,000 acres through direct land acquisition (distinct from the assumed dedications), an average annual acquisition pace of about 2,000 acres each year.

Table 8 Required Acquisition Acres to Achieve ARL Goals

Entity/Item	Through 2019	2020-End of Acquisition Period	Years Remaining	Annual Conservation Acres Required	Total Acres
NO EXTENSION					
State/Federal	21,608	34,392	9	3,821	56,000
Local					
HANS Dedication (1)	715	10,000	9	1,111	10,715
Net Local Acquisition	39,497	46,788	9	5,199	86,285
Total Local Conservation	40,212	56,788	9	6,310	97,000
State/Federal + Local = ARL Goal	61,820	91,180	9	10,131	153,000
5 YEAR EXTENSION					
State/Federal			14	2,457	56,000
Local					
HANS Dedication	<i>See above</i>		14	714	10,715
Net Local Acquisition			14	3,342	86,285
Total Local Conservation			14	4,056	97,000
State/Federal + Local = ARL Goal			14	6,513	153,000
10 YEAR EXTENSION					
State/Federal			19	1,810	56,000
Local					
HANS Dedication	<i>See above</i>		19	526	10,715
Net Local Acquisition			19	2,463	86,285
Total Local Conservation			19	2,989	97,000
State/Federal + Local = ARL Goal			19	4,799	153,000
15 YEAR EXTENSION					
State/Federal			24	1,433	56,000
Local					
HANS Dedication	<i>See above</i>		24	417	10,715
Net Local Acquisition			24	1,950	86,285
Total Local Conservation			24	2,366	97,000
State/Federal + Local = ARL Goal			24	3,799	153,000
20 YEAR EXTENSION					
State/Federal			29	1,186	56,000
Local					
HANS Dedication	<i>See above</i>		29	345	10,715
Net Local Acquisition			29	1,613	86,285
Total Local Conservation			29	1,958	97,000
State/Federal + Local = ARL Goal			29	3,144	153,000

1. About 10,000 acres of potential future land dedication is associated with a range of previously proposed projects. Based on historical information on actual, dedications agreements on proposed projects, current RCA policy, and consultations with RCA staff, minimal additional dedication is expected or assumed beyond these agreements. This analysis, therefore, assumes that the prior agreements concerning dedications will occur with future dedications summing to about 10,000 acres. The precise timing of these dedications is uncertain, but are assumed to occur over the next eight years. Average annual numbers in this table are shown distributed across the full remaining acquisition period of each extension scenario.

Shading indicates acreage to be acquired with fee revenue.

Sources: Western Riverside County Regional Conservation Authority; and Economic & Planning Systems, Inc.

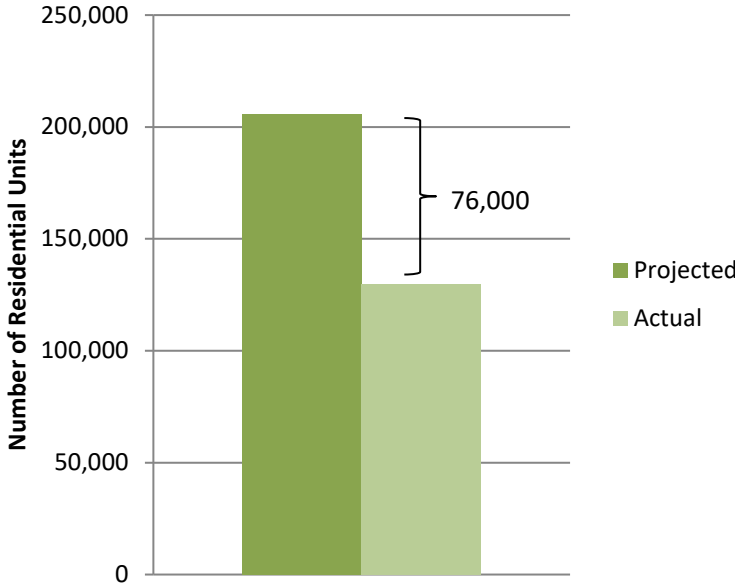
4. FORECASTS OF DEVELOPMENT, DEDICATION, FEE PAYMENT

Future development within Western Riverside County will both reduce land available for conservation while also serving as a primary funding mechanism for habitat acquisitions. This chapter identifies forecasts of future growth in Western Riverside County and develops an associated forecast of land development that is a key component of the fee calculation.

Historic Development and HCP Fees

The MSHCP anticipated that 13,000 to 14,000 residential units and about 370 commercial and industrial acres would be developed on average annually. Specifically, between 2005 and 2019, 206,000 residential units were expected in the Plan Area. A review of new units in the Plan Area indicates about 130,000 units were developed over the period (see **Figure 6**), about 37 percent below the forecast.²⁰ While the substantial volatility in the real estate market over the period (including the housing boom, deep recession, and modest recovery) may explain some of this difference, the slower pace of development means that fee revenues have been similarly constrained relative to the original revenue projections.

Figure 6 Residential Unit Development, Western Riverside County, 2005-2019



Source: California Department of Finance; MSHCP Projections

²⁰ Actual units developed have been derived from the California Department of Finance (DOF), Demographics Unit information through January 1, 2019. Note that the DOF reports data by city and for the entire Riverside County unincorporated area. Western Riverside’s portion of the total unincorporated area has been derived based on the area’s historic share of unincorporated County, taking into account the incorporations of new cities that occurred in Western Riverside County since MSHCP Plan adoption (Eastvale, Jurupa Valley, Menifee, and Wildomar).

Growth Projections

SCAG Forecasts in Context

The Southern California Association of Governments (SCAG) is a Metropolitan Planning Organization (MPO)²¹ representing six counties, 191 cities and more than 18 million residents. MPOs, such as SCAG are charged under California Senate Bill 375 with developing Sustainable Community Strategies (SCSs) as part of regional transportation plans. SCAG's SCS includes population, household, and job projections through 2040 by city and unincorporated area. SCAG consults with local governments within the region, including the Western Riverside Council of Governments (WRCOG) which represents Western Riverside County, to develop the projections. SCAG adopted the 2012-2040 Regional Transportation Plan/Sustainable Community Strategy (RTP/SCS) in 2016. The 2016 RTP/SCS forms the basis of the SCAG projections; EPS extrapolated an annual growth rate from the SCAG projections and, assuming consistent development trends through 2050, applied the rate in order to estimate development projections through 2050.

SCAG forecasts for the future, on an annualized basis, were compared with the MSHCP's original forecast along with historical information (when available) as described further below:

- **Residential Development Forecast.** **Figure 7** shows, for Western Riverside County, the annual residential unit count for SCAG projections through 2050, MSHCP projections through 2029, and residential units produced in Western Riverside County between 2005 and 2019. As shown, the SCAG projections suggest about 8,750 units each. This is similar to the average annual historic pace of growth between 2005 and 2019 of about 9,260 units, but well below the original MSHCP projections of about 13,400 units each year. Based on the similarity between the historical average and the SCAG forecast, the SCAG forecast is considered a reasonable basis for determining the future pace of residential development and associated residential land development (based on assumed densities of development).
- **Commercial Development Forecast.** The SCAG jobs forecast of about 15,000 jobs each year was converted into an annual gross amount of commercial/industrial development using the employment density and FAR assumptions used in the most recent Transportation Uniform Mitigation Fee (TUMF) update documents. As shown in **Figure 8**, this results in a forecast of about 690 acres of commercial/industrial land development each year (representing an overall average of about 21 jobs per acre of development), considerably above the original MSHCP projections of about 370 acres each year. The higher SCAG number, however, appears reasonable given recent and ongoing trends in Western Riverside County where substantial amounts of new logistics/distribution development have occurred covering substantial land areas and, as such, is considered reasonable as the basis of the future forecast of commercial/industrial land development.

²¹ Federal law requires that an urbanized area with a population of at least 50,000 be guided by a regional entity known as an MPO. California's Senate Bill 375 expands the role of the State's 18 MPOs to include regional plans that help the State reach its greenhouse gas reduction targets by encouraging compact development and new development near public transit.

Figure 7 New Housing Units per Year, SCAG and MSHCP Projections and Historic Production (2005-2019)

SCAG (2012-2040) and MSHCP Projections (2004-2029) and Historic Production (2005-2019)

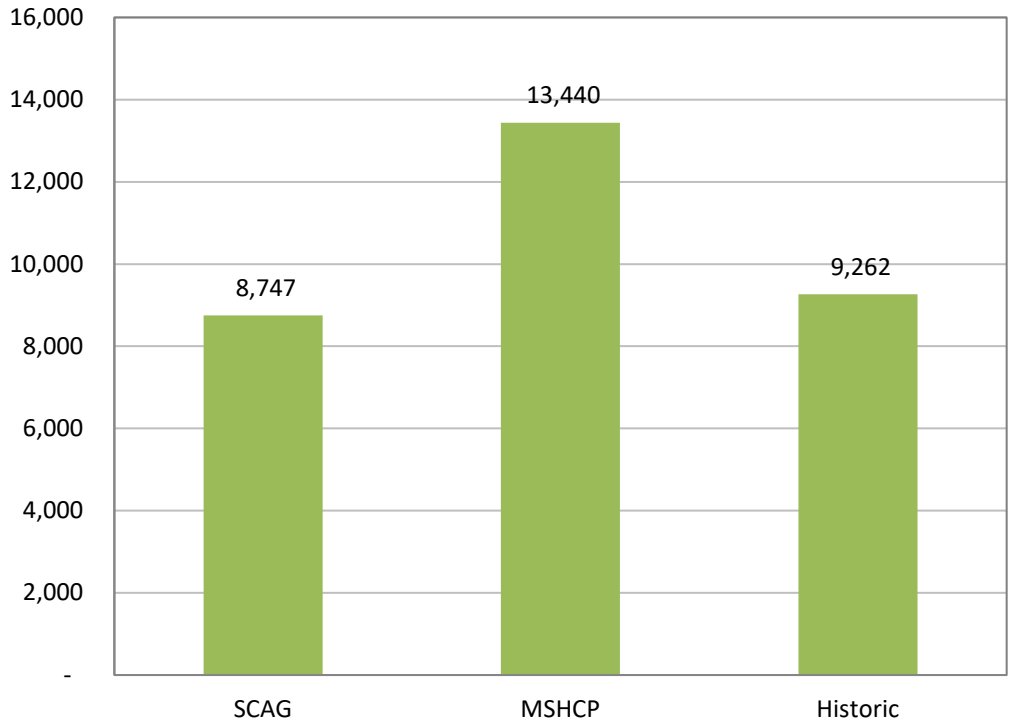
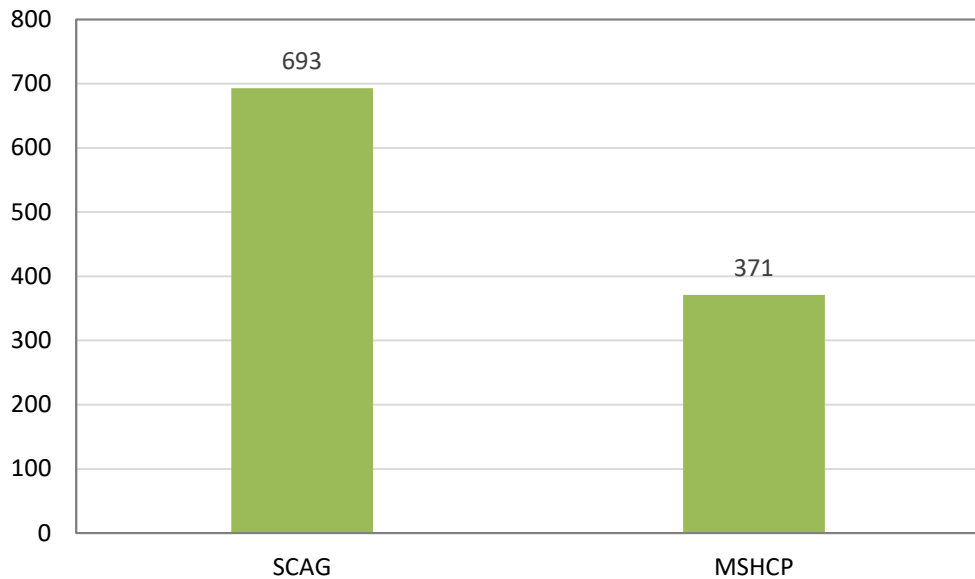


Figure 8 Newly Developed Commercial Acres per Year

SCAG (2012-2040) and MSHCP Projections



Note: SCAG job projections converted into acres by EPS

Forecasts for Fee Calculation

For this fee program update, the SCAG projections are considered a reasonable basis for forecasting future land development. Because all new development is expected to pay the mitigation fee, all of the forecasted household and job growth is converted into a land development forecast that is, in turn, used to calculate the mitigation fees. **Table 9** shows SCAG's overall projections for households and employment in Western Riverside County between 2012 and 2050, and **Table 10** shows the implied average annual land development rates, and, in turn, the overall level of residential and commercial/industrial land development that would be expected to occur through the end of the land acquisition period for each of the extension scenarios.²² As shown, all scenarios assume an overall average annual land development of 2,252 acres each year, including 693 acres in commercial/industrial land development and 1,558 acres in annual residential land development.²³

- **Baseline/No Extension Scenario.** Under the no extension scenario, a total of 20,265 acres of land development is expected to occur during the remaining Plan implementation period of nine (9) years and would pay the mitigation fees.
- **5-Year Extension.** Under the 5-year extension to the acquisition period, a total of 31,523 acres of land development is expected to occur during the remaining Plan implementation period of 14 years and would pay the mitigation fees.
- **10-Year Extension.** Under the 10-year extension to the acquisition period, a total of 42,782 acres of land development is expected to occur during the remaining Plan implementation period of 19 years and would pay the mitigation fees.
- **15-Year Extension.** Under the 15-year extension to the acquisition period, a total of 54,040 acres of land development is expected to occur during the remaining Plan implementation period of 24 years and would pay the mitigation fees.

²² Under the MSHCP, all new development is required to pay the mitigation fee and contribute to funding the implementation of the MSHCP except where specifically exempted in the Ordinance.

²³ The 1,558 acres of residential land development was derived based on the forecasted 8,747 residential units each year and assumptions concerning distribution by density category and an average density level. More specifically, consistent with the recent TUMF analysis assumptions, 70 percent of new residential units are assumed to be in the low density category (less than 8 units per acre) with an average of 4.5 units/acre, 20 percent are assumed to be the medium density category (8 to 16 units per acre) with an average of 10.8 units/acre, and 10 percent are assumed to be the high density category (over 16 units per acre) with an average of 24.4 units/acre. The unit per acre factors are consistent with those indicated in the Original Nexus Study. The overall implied average residential density is 5.6 units/gross acre.

Table 9 Projected Growth in Western Riverside County, through 2050

SCAG	Western Riverside MSHCP Plan Area	
	Households	Employment
2012	530,970	463,833
2040 Projection	775,882	869,792
2050 Projection (1)	863,350	1,014,777
New Households/Jobs Expected by 2050	332,380	550,944
Average Annual	8,747	14,499

(1) SCAG projections forecast growth through 2040. EPS assumes the annual growth rate from 2012 to 2040 remains constant through 2050 and applies the rate to an additional 10 years in order to project growth through 2050.

Sources: Southern California Association of Governments; Economic & Planning Systems, Inc.

Table 10 Projected Developed Acres in Western Riverside County, by Extension Scenario

SCAG	Western Riverside MSHCP Plan Area				
	Residential		Non Residential		Total
No Extension					
Proportionate Share 2020-2028 ¹	78,722	Households	130,487	Jobs	
New Development to Acres²					
Acres of New Development Through 2028	14,026	Acres	6,239	Acres	20,265 Acres
Acres per Year	1,558	Acres	693	Acres	2,252 Acres
5 Year Extension					
Proportionate Share 2020-2034 ¹	122,456	Households	202,979	Jobs	
New Development to Acres²					
Acres of New Development Through 2034	21,818	Acres	9,705	Acres	31,523 Acres
Acres per Year	1,558	Acres	693	Acres	2,252 Acres
10 Year Extension					
Proportionate Share 2020-2038 ¹	166,190	Households	275,472	Jobs	
New Development to Acres²					
Acres of New Development Through 2038	29,611	Acres	13,171	Acres	42,782 Acres
Acres per Year	1,558	Acres	693	Acres	2,252 Acres
15 Year Extension					
Proportionate Share 2020-2043 ¹	209,924	Households	347,965	Jobs	
New Development to Acres²					
Acres of New Development Through 2043	37,403	Acres	16,637	Acres	54,040 Acres
Acres per Year	1,558	Acres	693	Acres	2,252 Acres

(1) SCAG forecasts from the 2016 Report have been used for all cities in Western Riverside County. The projections for the entire unincorporated area in Riverside have been split into just the Western part of the County through a review of WRCOG's recent proportion of unincorporated growth, compared to the whole County.

(2) Conversion from household projections to residential acres of developed land is based on expected development mix and average residential density by land use type, with an average residential density of 5.6 DUAC. Similarly, conversion from job projections to nonresidential acres of developed land is based on distribution of jobs by workspace type and average employment density by land use type, with an average nonresidential density of 21 jobs per land acre. Residential density assumptions are based on data from the Census and California Department of Finance; Employment density assumptions are based on SCAG data.

Sources: California Department of Finance; US Census Bureau; Southern California Association of Governments; Economic & Planning Systems, Inc.

5. MSHCP IMPLEMENTATION COSTS

This chapter describes the analysis and assumptions that underpin the estimation of the total remaining MSHCP implementation costs in 2019 dollars. Key cost factors evaluated include land costs, management and monitoring costs, administration and professional services costs, and endowment costs. Together these cost components form the total MSHCP implementation costs. Because the duration allowed for land acquisition and endowment establishment affect several of these cost items, distinct total implementation cost estimates are provided for all scenarios (i.e., Baseline/ No Extension and the three extension scenarios).

Land Costs

Planning-level estimates of the per acre values associated with potential Additional Reserve Land (ARL) acquisitions are a critical input into the estimation of total land acquisition costs associated with Plan implementation. Land acquisition costs represented the majority of the original estimates of MSHCP implementation costs. This chapter provides planning-level estimates of per acre land conservation costs in 2019-dollar terms based on available information. In combination with assumptions concerning the characteristics of the Additional Reserve Lands to be acquired and potential levels of dedication, the per acre land value estimates drive the estimate of overall land acquisition costs.

Actual per acre habitat conservation costs may vary from the average planning-level estimates presented in this chapter for a number of reasons, including differences in the specific characteristics of the actual parcels acquired as well as fluctuations in economic, real estate, and land market conditions over time. Individual transactions will require appraisals to establish their value at the time of acquisition based on parcel characteristics and pertinent market conditions at the time of appraisal. Over time, per acre and overall cost estimates typically change for a number of reasons as discussed further in **Chapter 9**.

MSHCP/Original Nexus Study

The initial adoption of the mitigation fees was based on a nexus study completed in July 2003 that included a land valuation analysis that was completed in December 2002. The land valuation analysis assumed the acquisition of vacant and unentitled lands in the Criteria Cells. The land value analysis provided planning-level estimates of per acre land values by grouped land use designation and by Area Plan. Planning-level land value estimates were based on sales comparables. The land value estimates indicated per acre land values that were primarily driven by differentiation in land use category. The land use designation categories represent groupings of the broad number of land use designations present in the Study Area. **Table 11** summarizes the per-acre land value ranges and resulting averages. Based on this analysis, an overall weighted average of \$13,100 per acre was applied in the MSHCP financial sections in the Original Nexus Study.

Table 11 Per-Acre Land Value Estimates—2003 Dollars (2003 Nexus Study)

Land Use Designation	Value Range	Resulting Average *
Open Space	\$2,500 to \$10,000 per acre	\$ 8,000 per acre
Rural/Agricultural	\$5,000 to \$25,000 per acre	\$11,000 per acre
Community Development	\$20,000 to \$80,000 per acre	\$45,000 per acre
Overall (1)	\$2,500 to \$80,000 per acre	Varied (1)

* Per acre values rounded to the nearest 1,000.

(1) Reported overall average land value per acre depends on mix of land types. Number varies by documents, though \$13,100 per acre was overall value applied in the MSHCP financing sections.

Source: Original 2003 Nexus Study

RCA Experience to Date

Table 12 summarizes average RCA land acquisition costs to date. Including land purchased shortly before the MSHCP was adopted through the end of 2018, costs for Local Permittee land acquisitions summed to \$352.5 million in nominal dollar terms, an average of \$9,400 per acre. However, for the year 2018, about 2,100 acres were acquired at the higher average per acre cost of \$13,200 per acre.

Table 12 Local Conservation Costs Through 2018

Item	Pre-MSHCP through 2018	2018
Total Acres Acquired (1)	37,547	2,066
Total Cost (millions)	\$352.5	\$27.4
Cost per Acre (Nominal \$s)	\$9,400	\$13,200

(1) Includes all acres purchased; does not include acres conserved via easement.

Sources: Western Riverside County Regional Conservation Authority MSHCP Annual Report 2018; Economic & Planning Systems, Inc.

To date, the overall historical level of per acre land acquisition expenditures is well below the original 2004 per acre land value estimates. The cost of RCA acquisitions during this timeframe were kept relatively low by concentrating more on lower cost parcels (larger parcels in remote areas with limited development potential). In 2018, as in the future, the average cost per acre is expected to be higher than this historical average due to the characteristics of land still needing to be acquired.

New Land Value Analysis and Conclusions

New 2019 per acre land value estimates were developed based on recent historical transactions as reported in the sales comparables sections of appraisals conducted for RCA acquisitions. This data set provided a substantial inventory of over 150 land sales between 2012 and 2017 that supported conclusions concerning per acre land values by key land value characteristic.

Similar to the Original Nexus Study, land values were determined to be substantially affected by land use designation and by parcel size. Land values were developed for twelve different value categories based on combinations of three land use designations and four different size ranges.

Based on the land valuation data and detailed GIS analysis by RCA staff, parcels were divided into three groups of development potential based on their land use designation:²⁴

- **Open Space.** Low development potential land use designations included open space, rural mountainous, and rural residential.
- **Rural.** Medium development potential land use designations include agriculture and rural communities land use designations.
- **Community Development.** High development potential land use designations include all community development designations, including residential, non-residential, and other community development designations.

In addition to these three land use designation groupings reflecting different levels of development potential, parcels were also divided by parcel size. The land value information indicated a per acre value distinction between the following parcels sizes:

- Parcels less than 5 acres.
- Parcels between 5 and 20 acres.
- Parcels between 20 and 80 acres.
- Parcels over 80 acres.

Based on the analysis of the sales comparables, **Table 13** shows the planning level per acre land value by land use designation grouping/size range in 2017 dollars.

Table 13 Planning Level Per Acre Land Value Estimates by Category

Land Use Designation	Per Acre Land Value (\$ / Acre) ¹			
	Less than 5 Acres	5 - 19.99 Acres	20 - 79.99 Acres	80 + Acres
Open Space	\$11,761	\$5,091	\$3,949	\$1,866
Rural	\$33,363	\$11,553	\$8,337	\$5,531
Community Development	\$177,414	\$76,050	\$72,369	\$24,335

1. Most land sale comparables used for pricing are from 2013 to 2017 and were converted to 2017 dollars using BLS CPI adjustments for the Los Angeles-Riverside-Orange County area.

Sources: Economic & Planning Systems, Inc.

²⁴ RCA staff developed a consistent set of land use designation categories across different jurisdictions in the Study Area for the purposes of this study. These formed the basis of the development potential categories.

The average land value per acre for future RCA acquisitions is dependent on the different land values per acre as well as the expected distribution of future acquisitions. The actual land to be acquired is uncertain and is dependent on the availability of land through willing sellers. However, based on the conservation needs by Area Plan, the suitable land available for protection, as well as the specific linkages that must be created between the core reserve areas, RCA staff provided sufficient information for EPS to develop a general expression of parcels by characteristic to support the land value analysis. An illustration of the expected distribution of acres by land use designation and size range is provided in **Table 14**.

Table 14 Illustrative Distribution of Land Acquisitions by Land Use and Size

Land Use Designation	Conservation Scenario (Acres) (1)				Total
	Less than 5 Acres	5 - 19.99 Acres	20 - 79.99 Acres	80 + Acres	
Open Space	535	1,531	3,626	4,654	10,346
Rural	1,901	17,241	26,802	29,428	75,371
Community Development	<u>638</u>	<u>1,707</u>	<u>3,613</u>	<u>4,384</u>	<u>10,342</u>
Total Purchases by Acreage	3,074	20,479	34,041	38,466	96,059

1. Conservation scenario analysis was conducted in 2017 so overall acres acquired more than those required as of end of 2019.

Sources: RCA; Economic & Planning Systems, Inc.

Applying the per acre land values in **Table 13** to the illustrative land conservation distribution in **Table 14** provides an estimate of the aggregate land value, supporting the estimate of the average planning level land value per acre in 2017-dollar terms (see **Table 15**).

Table 15 Aggregate Land Value of Remaining Areas (2017 dollars)

Land Use Designation	Land Comparables by Acres				Total
	Less than 5 Acres	5 - 19.99 Acres	20 - 79.99 Acres	80 + Acres	
Open Space	\$6,292,633	\$7,795,633	\$14,319,467	\$8,682,942	\$37,090,674
Rural	\$63,411,345	\$199,183,566	\$223,437,526	\$162,777,034	\$648,809,470
Community Development	<u>\$113,198,910</u>	<u>\$129,817,405</u>	<u>\$261,456,200</u>	<u>\$106,682,740</u>	<u>\$611,155,254</u>
Total Cost of Purchases	\$182,902,887	\$336,796,603	\$499,213,192	\$278,142,716	\$1,297,055,399
% of Total	14%	26%	38%	21%	100%

1. This table is the average land value per acre multiplied by the Conservation Scenario. See **Table E-1** and **E-2**.

Sources: RCA; Economic & Planning Systems, Inc.

As shown in **Table 15**, the aggregate land value of the approximately 96,000 acres remaining to be protected as part of the MSHCP as of 2017 is estimated at about \$1.3 billion in 2017 dollars. This represents an average land value of about \$13,500 per acre. To convert this land value into 2019 dollars terms (similar to the rest of the analysis), EPS indexed the value to about \$14,300 per acre in 2019-dollar terms.²⁵

Other Costs—Administration, Management, and Monitoring

Program administration, reserve management, and reserve monitoring are required functions that require annual funding. The forecasts for each of these cost categories are described below.

Administration and Professional Service Costs

The Western Riverside County Regional Conservation Authority is responsible for implementing the MSHCP. Since 2004, RCA staff members have directed the acquisition, management, and monitoring of the local portion of the Additional Reserve Land (ARL) required by the MSHCP, monitored State and federal Public/Quasi-Public lands and the State and federal portions of the ARL, and undertook all of the administrative tasks associated with maintaining the permit.

Costs categorized in this fee study under MSHCP administration include all RCA staff costs and other costs like building rents and average expenditures on non-acquisition related professional services that are not anticipated to vary as the size of the ARL increases. The forecast for the acquisition period assumes that these costs will remain at approximately \$4.2 million in constant 2019 dollars, increasing with inflation but not increasing as the size of the ARL grows (see **Table 16**). This includes salaries and benefits of about \$2.3 million annually and about \$1.5 million in professional services, supplies, and other costs.

²⁵ Two years of inflation (2017 – 2019) based on by BLS CPI adjustment for Riverside-San Bernardino-Ontario Metro Area.

Table 16 Administrative and Professional Services Costs

Expenditures	RCA FY16/17- 18/19 3-Year Average of Actuals	CPI Adjusted to 2019\$ ¹
Total Salaries and Employee Benefits	\$2,219,261	\$2,288,495
Professional Services and Supplies		
Environmental		
Legal	\$394,320	\$406,621
Auditing, Accounting & Financial Services	\$101,717	\$104,891
GIS Services	\$10,000	\$10,312
Personnel Services	\$13,920	\$14,354
Real Estate Services	\$653,774	\$674,169
<u>Other Services</u>	<u>\$247,979</u>	<u>\$255,715</u>
Subtotal	\$1,421,710	\$1,466,062
Other Charges	<u>\$388,145</u>	<u>\$400,254</u>
Total	\$4,029,116	\$4,154,811

(1) Three year average CPI-adjusted by one year, the average of the annual CPI adjustments for the three years.

Sources: Western Riverside County Regional Conservation Authority; Bureau of Labor Statistics;

Management and Monitoring

Reserve Management

The MSHCP describes reserve management activities focused on maintaining and improving habitat conditions and ecosystem functions including habitat and landscape-based activities and species-specific activities. For the purposes of this analysis, the average per acre cost estimate for Reserve Management as reported in the RCA actual spending for FY 2018-19 has been used to inform cost projections through the full acquisition period. Because RCA staff and relevant contractors have indicated that the current spending on staff capacity is not adequate to accomplish necessary management with existing land holdings, additional staffing and associated expenditures have been added to the current reserve management expenditures. Specifically, three new full time equivalent (FTE) positions are added to the current 2019 spending for reserve management. Overall, the 2019 per acre reserve management cost of \$25.39 per acre was adjusted to \$32.70 per acre (2019 dollars) to account for three new mid-level park ranger FTEs. While as of the end of 2019 about 40,200 acres were under management, ultimately, reserve management activities will cover the entire 97,000 acres to be acquired by the RCA.

Biological Monitoring

The purpose of biological monitoring is to provide Reserve Managers with information and data upon which reserve management decisions will be made. According to the MSHCP, the monitoring program must provide “sufficient, scientifically reliable data for Reserve Managers to assess the MSHCP’s effectiveness at meeting resource objectives and achieving or maintaining a

healthy MSHCP Conservation Area in perpetuity.” Unlike the RCA’s reserve management activities which are limited to local ARL acres, the RCA will ultimately be responsible for monitoring all 500,000 acres of the reserve lands mandated under the MSHCP. The acreage currently being monitored totals roughly 408,000 acres. For the purposes of this analysis, the \$1.1 million annual cost estimate based on FY 2018-19 actual spending was used to inform cost projections through the full acquisition period. Because current staff capacity is not adequate to accomplish necessary biological monitoring with existing land holdings, to address the additional land acquisitions, two new full time equivalent (FTE) positions are added to the current 2019 spending for reserve monitoring. The 2019 per acre reserve monitoring cost of \$2.67 was adjusted to \$3.01 (2019 dollars) to account for two new entry-level biologist FTEs. (see **Table 17**). This constant dollar per acre cost was assumed to apply throughout the period of implementation.

Reserve Management and Biological Monitoring Costs

Table 17 summarizes estimated per acre costs for reserve management and monitoring in 2019 dollars. Applying these per acre costs (in 2019 dollars) to current acreage under management and monitoring projects results in annual costs of \$1.32 million and \$1.23 million, respectively. The annual reserve management and biological monitoring costs increase as new acquisitions occur.

Table 17 Management and Monitoring Anticipated Costs in 2004 and 2019 Dollars

Item	Actual FY 2019 Spending
Reserve Management¹	
Acres under Management	40,212
Existing Reserve Management Expenses	\$1,021,000
<u>Additional Staff Capacity Required³</u>	<u>\$294,000</u>
Total Reserve Management Expenses	\$1,315,000
\$/Acre	\$32.70
\$/Acre without additional staff capacity	\$25.39
Biological Monitoring²	
Acres being Monitored	408,820
Existing Biological Monitoring Expenses	\$1,092,000
<u>Additional Staff Capacity Required³</u>	<u>\$140,000</u>
Total Biological Monitoring Expenses	\$1,232,000
\$/Acre	\$3.01
\$/Acre without additional staff capacity	\$2.67

1. Reserve Management costs include Parks & Open Space contract fees, maintenance of motor vehicles, and HOA dues.
2. Biological Monitoring costs include SAWA contract fees, office and computer supplies, training, private mileage reimbursement, building rent, and rental vehicles/fuel.
3. Current staff capacity is not sufficient to accomplish necessary management and monitoring. An Expanded staff capacity scenario envisions adding 3 FTE mid-level park rangers to Reserve Management and 2 FTE entry-level biologists to Reserve Monitoring, with salaries and benefits of \$98,000 and \$70,000

Sources: Western Riverside County Regional Conservation Authority; and Economic & Planning Systems, Inc.

Endowment Funding

The overall permit period was set at 75 years, ending in 2079. To cover ongoing management and monitoring costs beyond the duration when mitigation fees will be collected, the establishment of a non-depleting endowment is required. In other words, the endowment must be sufficient such that expected average interest revenues (after inflation and transaction costs) can cover the ongoing costs associated with administration, management and monitoring in perpetuity. This section summarizes the estimated cost of establishing this endowment under the different scenarios. A key assumption is that the endowment must be fully established by

the end of the land acquisition period as it is assumed that no more mitigation fees will be collected at that time.²⁶

For the purposes of this analysis, we have assumed that habitat management and habitat monitoring costs continue in full, while administration costs are reduced by half following the end of the land acquisition period. All of these costs then continue in perpetuity. As a result and as shown in **Table 18**, the endowment is sized to cover the expected annual management and monitoring costs and 50 percent of the administration costs, totaling \$6.8 million (2019 dollars) once all lands have been acquired.

Table 18 Annual Implementation Cost Estimate (2019\$)

Cost Categories	Annual Cost by Last Year of Land Acquisition Period	Adjustment	Annual Post-Land Acquisition Cost
Ongoing Habitat Management	\$3,172,063	100%	\$3,172,063
Ongoing Habitat Monitoring	\$1,506,776	100%	\$1,506,776
Administration ¹	\$4,154,811	50%	\$2,077,406
Total	\$8,833,650		\$6,756,244

1. Administration includes salaries and benefits, accounting, auditing and reporting, contracts, etc.. Assumes less administration is needed following the land acquisition period; ongoing administrative needs include oversight, auditing and reporting, and board staffing.

Sources: Western Riverside County Regional Conservation Authority; and Economic & Planning Systems, Inc.

Consistent with many regional habitat conservation plans, the average annual net, real (allowing for inflation and institutional fees) interest rate is assumed to be three (3) percent.²⁷ Under all extension scenarios, the total required endowment funding is \$225.2 million. Because the longer extension periods provide more time for the accrual of interest revenues, the net endowment cost (that must be funded by mitigation fees) is different for each scenario. **Table 19** shows the consistent total endowment funding required by scenario as well as the different levels of aggregate endowment interest and associated net endowment funding requirement. For a detailed time-series accounting of endowment funding by extension scenario, see **Appendix II**.

²⁶ It is important to note that the RCA has collected a distinct set of endowment funds for situations where specific conservation activities are required over-and-above the core activities covered by this endowment calculation.

²⁷ This assumes that the implementing entity can use investment vehicles that may be not be typical for Riverside County.

Table 19 Endowment Funding (2019\$), by Extension Scenario

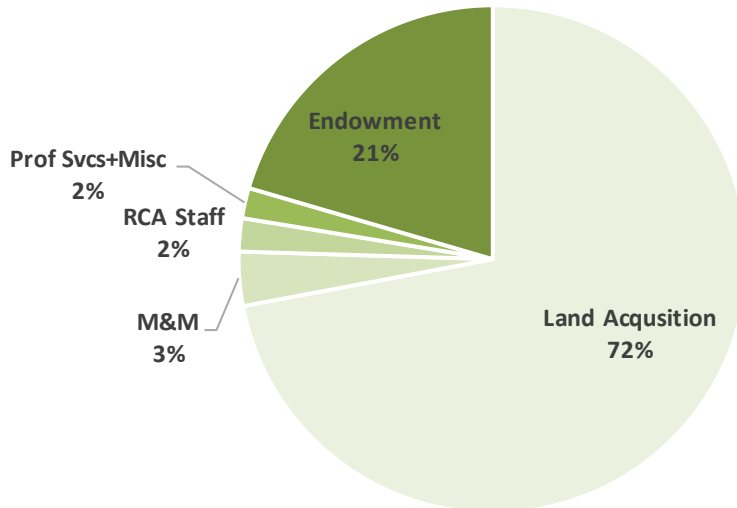
Item	No Extension	5-Year Extension	10-Year Extension	15-Year Extension
Total Endowment Funding Required	\$225,208,133	\$225,208,133	\$225,208,133	\$225,208,133
(Less) Endowment Interest	<u>(\$25,695,187)</u>	<u>(\$40,679,628)</u>	<u>(\$54,846,349)</u>	<u>(\$68,206,990)</u>
Net Endowment Funding Required	\$199,512,947	\$184,528,506	\$170,361,785	\$157,001,144

Sources: Western Riverside County Regional Conservation Authority; and Economic & Planning Systems, Inc.

Total Implementation Costs

Implementation costs include land costs, administrative and professional services expenses, management and monitoring costs, and the required net endowment funding. The remaining MSHCP implementation costs, as described in detail in the preceding sections, are all estimated in 2019 constant dollar terms. Under the Baseline/ No Extension scenario, as shown in **Figure 9**, the \$702 million in estimated land acquisition costs make up 72 percent of the total implementation cost of \$974 million. Administrative costs total about 4 percent of total costs, management and monitoring sum to 3 percent of total implementation costs, and the endowment constitutes 21 percent of total costs.

Figure 9 Comparison of Costs by Category



Total implementation costs vary by extension scenario. Land acquisition costs are the same for all scenarios. Administrative, management and monitoring costs increase the longer the acquisition period is extended, but the endowment funding required decreases the longer the

acquisition period is extended. As shown in **Table 20**, total implementation costs range from \$890 million to \$967 million depending on the extension period. Although total costs over time increase with longer extension periods the per-year implementation costs decrease with longer extension periods, as shown in **Table 21**. For a detailed time-series of all implementation costs excepting the endowment, see **Appendix I**.

Table 20 Total Implementation Costs (2019\$*), by Extension Scenario

Local Permittee MSHCP Implementation Costs	Total for 2020 - 2028 No Extension	Total for 2020 - 2033 5-Yr Extension	Total for 2020 - 2038 10-Yr Extension	Total for 2020 - 2043 15-Yr Extension
Land ¹	\$701,931,902	\$701,931,902	\$701,931,902	\$701,931,902
Management & Monitoring	\$33,582,193	\$51,646,790	\$69,711,387	\$87,775,983
RCA Staff ²	\$20,596,453	\$32,038,927	\$43,481,401	\$54,923,875
Professional Services and Supplies ²	\$13,194,561	\$20,524,873	\$27,855,185	\$35,185,497
Loan Repayment ³	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Other Costs ^{2,4}	\$3,602,285	\$5,603,554	\$7,604,824	\$9,606,093
Net Endowment Funding Required	<u>\$199,512,947</u>	<u>\$184,528,506</u>	<u>\$170,361,785</u>	<u>\$157,001,144</u>
Total Costs	\$974,420,341	\$998,274,552	\$1,022,946,483	\$1,048,424,494

1. Land value estimates at \$14,288 per acre in 2019 dollar terms.

2. RCA Administrative Costs are based on a three year average of FY 2016-17 through FY 2018-19 actual costs, adjusted to 2019 dollars.

3. RCA has "Other Long Term Obligations" totaling \$5 million, which was a loan received from the County in FY 2012/13 and is now payable in increments of \$1 million starting in FY 2018.

4. Includes rents and all other miscellaneous expenses.

NOTE: In some cases numbers may not perfectly sum due to rounding.

Sources: Western Riverside County RCA; Economic & Planning Systems, Inc.

* All costs are provided in constant 2019 dollar terms. Costs will change over time due to inflation and other factors. These changes will be addressed through the fee indexing/ updating process that will include automatic inflation-indexed fee changes annually based on the regional Consumer Price Index and periodic comprehensive updates to the Nexus Study.

Table 21 Average Annual Implementation Costs (2019\$), by Extension Scenario

Local Permittee MSHCP Implementation Costs	Average Annual			
	2020 - 2028	2020 - 2033	2020 - 2038	2020 - 2043
	No Extension	5-Yr Extension	10-Yr Extension	15-Yr Extension
Land ¹	\$77,992,434	\$50,137,993	\$36,943,784	\$29,247,163
Management & Monitoring	\$3,731,355	\$3,689,056	\$3,669,020	\$3,657,333
RCA Staff ²	\$2,288,495	\$2,288,495	\$2,288,495	\$2,288,495
Professional Services and Supplies ²	\$1,466,062	\$1,466,062	\$1,466,062	\$1,466,062
Loan Repayment ³	\$222,222	\$142,857	\$105,263	\$83,333
Other Costs ^{2,4}	\$400,254	\$400,254	\$400,254	\$400,254
Net Endowment Funding Required	<u>\$22,168,105</u>	<u>\$13,180,608</u>	<u>\$8,966,410</u>	<u>\$6,541,714</u>
Total Costs	\$108,268,927	\$71,305,325	\$53,839,289	\$43,684,354

1. Land value estimates at \$14,288 per acre in 2019 dollar terms.
 2. RCA Administrative Costs are based on a three year average of FY 2016-17 through FY 2018-19 actual costs, adjusted to 2019 dollars.
 3. RCA has "Other Long Term Obligations" totaling \$5 million, which was a loan received from the County in FY 2012/13 and is now payable in increments of \$1 million starting in FY 2018.
 4. Includes rents and all other miscellaneous expenses.
- NOTE: In some cases numbers may not perfectly sum due to rounding.

Sources: Western Riverside County RCA; Economic & Planning Systems, Inc.

6. RCA NON-FEE REVENUES

MSHCP Forecast of Non-Fee Revenues

The MSHCP forecast an array of revenue sources, in addition to fee revenue, supporting the conservation program. These sources were anticipated to total about 44 percent of the revenue for the program, including:

- **Transportation funding** – includes the Measure A sales tax which is authorized through 2039 and other transportation funding sources such as the Transportation Uniform Mitigation Fees (TUMF) charged on new development. Note that the MSHCP envisioned up to \$121 million of Measure A money to the HCP.
- **Other infrastructure projects** – funding from this source was not quantified in the MSHCP but reflected the expectation that local public construction projects such as schools, administrative facilities, libraries, jails, and other projects like flood control and utility projects would mitigate the construction through the payment of a per-acre fee.²⁸ Since MSHCP adoption, the standard contribution has been three to five percent of total project costs.
- **Landfill contributions** – Landfill tipping fees have been used in the County since the 1990 for conservation programs. Under county permitting of landfills, the County has committed to divert portions of tipping fees to MSHCP implementation.

Table 22 and **Figure 10** summarizes the revenue forecasts under the MSHCP. Including the fee revenues, these sources totaled \$1.07 billion or an estimated average almost \$43 million per year for 25-years (in 2004 dollars). Excluding fee revenues, a total of \$18.84 million in annual revenues were forecast, including Measure A funding, \$10 million each year from other transportation projects, and \$4.0 million from land fill contributions.

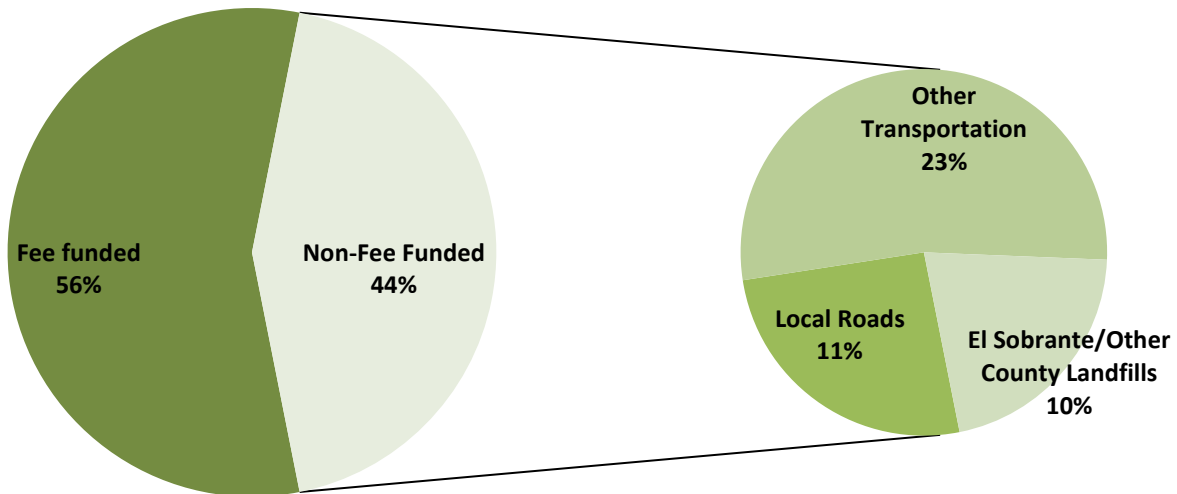
As described further below, at this point, the average annual funding from non-fee revenues sources are well below the MSCHP forecast. Measure A, a voter-approved ½ cent sales tax measure did provide substantial funding as envisioned (though is now fully used/ allocated) and, collectively, the other non-fee funding sources are well beyond what was originally envisioned.

²⁸ See Chapter 8.5.1 Funding Sources in the MSHCP.

Table 22 2004 MSHCP Anticipated Funding Sources

MSHCP Anticipated Funding Source	Estimate (millions)	% of Avg/Yr Total	(millions over 25 years)
Fee Funded Sources:			
Cities and County Development Mitigation Fees	\$539.6	50%	\$21,584,000
Density Bonus Fees	<u>\$66.0</u>	6%	<u>\$2,640,000</u>
Non-Fee Funded Sources	\$605.6		\$24,224,000.0
Public Funding Sources			
Local Roads (Measure A)	\$121.0	11%	\$4,840,000
Other Transportation	\$250.0	23%	\$10,000,000
Other infrastructure Projects	unknown	0%	\$0
El Sobrante Landfill	\$90.0	8%	\$3,600,000
County Landfills	\$10.0	1%	\$400,000
Eagle Mountain Landfill	unknown	0%	\$0
New Regional funding	<u>unknown</u>	0%	<u>\$0</u>
Non-Fee Funded Sources	\$471.0		\$18,840,000
Total, Local Funds	\$1,076.6	100%	\$43,064,000

Figure 10 2004 MSHCP Anticipated Funding Sources



New Forecast of Non-Fee Revenues

Non-fee revenues to the RCA are projected to be \$6.85 million annually in 2019 dollars. This estimate was derived from a line by line review of the major revenue items for a 3-year period from FY 2016-17 to FY 2018-19, projections by collection entities (e.g., TUMF revenue), and recent dynamics likely to affect the revenue source (e.g., greater diversion of trash to recycling

will likely reduce tipping fees). The estimates have been inflated from a three-year average to 2019 dollars, as detailed in **Table 23**.

Table 23 Annual Non-Fee Revenue Projection (2019\$s)

Non-Fee Revenue Item	RCA FY16/17- 18/19 3-Year Average of Actuals	CPI Adjusted to 2019\$
<u>Transportation Mitigation¹</u>		
TUMF Revenue-Developer Fees	\$950,000	\$979,637
Subtotal	\$950,000	\$979,637
<u>Tipping Fee</u>	\$3,865,728	\$3,986,326
<u>Public Project Mitigation</u>		
PSE Mitigation Fee ²	NA	\$500,000
Other Gov MSHCP Infrastructure	\$284,570	\$293,448
Other Gov MSHCP Civic Projects	\$93,629	\$96,550
Flood Control District	\$293,084	\$302,227
Subtotal	\$671,283	\$1,192,225
<u>Other Revenue</u>		
Interest and Other Sources	\$467,073	\$481,644
Rents	\$80,531	\$83,043
Joint Project Review Fees	\$124,762	\$128,654
Subtotal	\$672,365	\$693,341
Total Revenue	NA	\$6,851,529

1. All Measure A funding was provided prior to 2020 and the associated obligations have been met.
 2. Participating Special Entities fees. This does not include Developer Mitigation Fees. These fees vary widely year over year, \$500,000 is used as an annual average per the recommendation of RCA staff.

Sources: Western Riverside County Regional Conservation Authority; Economic & Planning Systems, Inc.

7. MITIGATION FEE CALCULATION

The revised Local Development Mitigation Fee is based on a generally similar methodology to the Original Nexus Study that ensures the fee level is proportional to the development impact. This methodology looks at the remaining conservation requirements associated with Local Permittee obligations under the MSHCP and associated Incidental Take Permit and Implementing Agreement, determines the remaining Local Permittee implementation cost, subtracts out reasonable estimates of non-fee revenues and other contributions, to determine the overall fee-funding obligation. This obligation is then divided among the new development forecast to determine the required mitigation fee. In others words, the original 2003 and updated 2020 Local Development Mitigation Fee estimates are the outcome of the following formula (the 2003 and 2020 Nexus Studies differ in their process of allocating funding required between land uses):

1. **Implementation Costs**
minus
2. **Non-Fee Funding**
equals
3. **Outstanding Funding Required**
divided by
4. **Development Forecast**
equals
5. **Local Development Mitigation Fee Schedule**

Table 24 summarizes the estimated Net Implementation Costs, Expected Acres of Development, and the associated per gross acre mitigation fee. As shown, the average mitigation fee per gross acre decreases with each extension as similar levels of net implementation costs are spread across more development. **Tables 25** through **28** provide the detailed calculations that determine the total net MSHCP implementation costs shown in **Table 24**. As noted in **Chapter 1**, for residential development, the per-gross-acre fee is translated into a per-unit fee schedule for administrative continuity.

Table 24 MSHCP Implementation Costs and Per Acre Mitigation Fees

Fee Per Acre	No Extension	5-Year Extension	10-Year Extension	15-Year Extension
Net Cost	\$912,756,583	\$902,353,150	\$892,767,438	\$883,987,805
Acres of Development				
Residential	14,026	21,818	29,611	37,403
Nonresidential	<u>6,239</u>	<u>9,705</u>	<u>13,171</u>	<u>16,637</u>
Total	20,265	31,523	42,782	54,040
Mitigation Fee per Acre	\$45,041	\$28,625	\$20,868	\$16,358

Sources: Southern California Association of Governments; Western Riverside County RCA; Economic & Planning Systems, Inc.

Table 25 Recommended Fee Level—No Extension

Item	Total for 2020 - 2029 (Years 17 - 25)	9 yrs	Average Annual	% of Total Cost/ Funding Need
Local Permittee Land Requirements				
Preservation Requirement	56,788 acres		6,310 acres	na
(less) HANS Dedication	<u>10,000</u> acres		<u>1,111</u> acres	na
Local Permittee Acquisition	46,788 acres		5,199 acres	na
Local Permittee MSHCP Implementation Costs				
Land (1)	\$701,931,902		\$77,992,434	72.0%
Management & Monitoring	\$33,582,193		\$3,731,355	3.4%
RCA Staff (2)	\$20,596,453		\$2,288,495	2.1%
Professional Services and Supplies (2)	\$13,194,561		\$1,466,062	1.4%
Loan Repayment (3)	\$2,000,000		\$222,222	0.2%
Other Costs (2) (4)	\$3,602,285		\$400,254	0.4%
Net Endowment Funding Required	\$199,512,947		\$22,168,105	20.5%
Total Costs	\$974,420,341		\$108,268,927	100.0%
Offsetting Revenues (5) (exc. Private Development Mitigation)				
Public Project Mitigation (6)	\$10,730,025		\$1,192,225	1.4%
Transportation Mitigation (7)	\$8,816,731		\$979,637	1.1%
Tipping Fees	\$35,876,934		\$3,986,326	4.6%
Other Revenues (8)	<u>\$6,240,068</u>		<u>\$693,341</u>	<u>0.8%</u>
Total Selected Revenues	\$61,663,758		\$6,851,529	8.0%
Funding Required from Private Development Mitigation				
Net Cost	\$912,756,583		\$101,417,398	93.7%
Mitigation Fee Estimates (per gross acre of development)				
<u>Growth Projection:</u>				
Development	2020 - 2028		Annual	
Residential Units	79,000		8,778	
Residential Acres	14,026		1,558	
Non-Residential Acres	6,239		693	
Total Acres	20,265		2,252	
Mitigation Fee	\$45,041 per acre			

(1) Land value estimates at \$14,288 per acre in 2019 dollar terms plus a 5% transaction cost.
 (2) RCA Administrative Costs are based on a three year average of FY 2016-17 through FY 2018-19 actual costs, adjusted to 2019 dollars.
 (3) RCA has "Other Long Term Obligations" totaling \$2 million, which was a loan received from the County in FY 2012/13 and is now payable in increments of \$1 million over the course of two years.
 (4) Includes rents and all other miscellaneous expenses.
 (5) RCA Revenues are based on a three year average of FY 2016-17 through FY 2018-19 actual costs, adjusted to 2019 dollars.
 (6) Includes Flood Control District, PSE mitigation payments, and other government MSHCP infrastructure & civic project revenues.
 (7) Includes TUMF fees.
 (8) Includes interest and other sources, rents, and joint project review fees.

Sources: MSHCP; RCA; Economic & Planning Systems, Inc.

Table 26 Recommended Fee Level—5-Year Extension

Item	Total for 2020 - 2034 (Years 17 - 30)	14 yrs	Average Annual	% of Total Cost/ Funding Need
Local Permittee Land Requirements				
Preservation Requirement	56,788 acres		4,056 acres	na
(less) HANS Dedication	<u>10,000</u> acres		<u>714</u> acres	na
Local Permittee Acquisition	46,788 acres		3,342 acres	na
Local Permittee MSHCP Implementation Costs				
Land (1)	\$701,931,902		\$50,137,993	70.3%
Management & Monitoring	\$51,646,790		\$3,689,056	5.2%
RCA Staff (2)	\$32,038,927		\$2,288,495	3.2%
Professional Services and Supplies (2)	\$20,524,873		\$1,466,062	2.1%
Loan Repayment (3)	\$2,000,000		\$142,857	0.2%
Other Costs (2) (4)	\$5,603,554		\$400,254	0.6%
Net Endowment Funding Required	\$184,528,506		\$13,180,608	18.5%
Total Costs	\$998,274,552		\$71,305,325	100.0%
Offsetting Revenues (5) (exc. Private Development Mitigation)				
Public Project Mitigation (6)	\$16,691,150		\$1,192,225	2.1%
Transportation Mitigation (7)	\$13,714,915		\$979,637	1.7%
Tipping Fees	\$55,808,564		\$3,986,326	6.9%
Other Revenues (8)	<u>\$9,706,772</u>		<u>\$693,341</u>	<u>1.2%</u>
Total Selected Revenues	\$95,921,402		\$6,851,529	11.8%
Funding Required from Private Development Mitigation				
Net Cost	\$902,353,150		\$64,453,796	90.4%
Mitigation Fee Estimates (per gross acre of development)				
<u>Growth Projection:</u>				
Development	2020 - 2033		Annual	
Residential Units (4.2 DU/Acres)	122,456		8,747	
Residential Acres	21,818		1,558	
Non-Residential Acres	9,705		693	
Total Acres	31,523		2,252	
Mitigation Fee	\$28,625 per acre			

(1) Land value estimates at \$14,288 per acre in 2019 dollar terms plus a 5% transaction cost.
 (2) RCA Administrative Costs are based on a three year average of FY 2016-17 through FY 2018-19 actual costs, adjusted to 2019 dollars.
 (3) RCA has "Other Long Term Obligations" totaling \$2 million, which was a loan received from the County in FY 2012/13 and is now payable in increments of \$1 million over the course of two years.
 (4) Includes rents and all other miscellaneous expenses.
 (5) RCA Revenues are based on a three year average of FY 2016-17 through FY 2018-19 actual costs, adjusted to 2019 dollars.
 (6) Includes Flood Control District, PSE mitigation payments, and other government MSHCP infrastructure & civic project revenues.
 (7) Includes TUMF fees.
 (8) Includes interest and other sources, rents, and joint project review fees.

Sources: MSHCP; RCA; Economic & Planning Systems, Inc.

Table 27 Recommended Fee Level—10-Year Extension

Item	Total for 2020 - 2039 (Years 17 - 35)	19 yrs	Average Annual	% of Total Cost/ Funding Need
Local Permittee Land Requirements				
Preservation Requirement	56,788 acres		2,989 acres	na
(less) HANS Dedication	<u>10,000</u> acres		<u>526</u> acres	na
Local Permittee Acquisition	46,788 acres		2,463 acres	na
Local Permittee MSHCP Implementation Costs				
Land (1)	\$701,931,902		\$36,943,784	68.6%
Management & Monitoring	\$69,711,387		\$3,669,020	6.8%
RCA Staff (2)	\$43,481,401		\$2,288,495	4.3%
Professional Services and Supplies (2)	\$27,855,185		\$1,466,062	2.7%
Loan Repayment (3)	\$2,000,000		\$105,263	0.2%
Other Costs (2) (4)	\$7,604,824		\$400,254	0.7%
Net Endowment Funding Required	\$170,361,785		\$8,966,410	16.7%
Total Costs	\$1,022,946,483		\$53,839,289	100.0%
Offsetting Revenues (5) (exc. Private Development Mitigation)				
Public Project Mitigation (6)	\$22,652,275		\$1,192,225	2.7%
Transportation Mitigation (7)	\$18,613,099		\$979,637	2.2%
Tipping Fees	\$75,740,195		\$3,986,326	8.9%
Other Revenues (8)	<u>\$13,173,476</u>		<u>\$693,341</u>	<u>1.5%</u>
Total Selected Revenues	\$130,179,045		\$6,851,529	15.3%
Funding Required from Private Development Mitigation				
Net Cost	\$892,767,438		\$46,987,760	87.3%
Mitigation Fee Estimates (per gross acre of development)				
<u>Growth Projection:</u>				
Development	2020 - 2038		Annual	
Residential Units (4.2 DU/Acres)	166,000		8,737	
Residential Acres	29,611		1,558	
Non-Residential Acres	13,171		693	
Total Acres	42,782		2,252	
Mitigation Fee	\$20,868 per acre			

(1) Land value estimates at \$14,288 per acre in 2019 dollar terms plus a 5% transaction cost.
 (2) RCA Administrative Costs are based on a three year average of FY 2016-17 through FY 2018-19 actual costs, adjusted to 2019 dollars.
 (3) RCA has "Other Long Term Obligations" totaling \$2 million, which was a loan received from the County in FY 2012/13 and is now payable in increments of \$1 million over the course of two years.
 (4) Includes rents and all other miscellaneous expenses.
 (5) RCA Revenues are based on a three year average of FY 2016-17 through FY 2018-19 actual costs, adjusted to 2019 dollars.
 (6) Includes Flood Control District, PSE mitigation payments, and other government MSHCP infrastructure & civic project revenues.
 (7) Includes TUMF fees.
 (8) Includes interest and other sources, rents, and joint project review fees.

Sources: MSHCP; RCA; Economic & Planning Systems, Inc.

Table 28 Recommended Fee Level—15-Year Extension

Item	Total for 2020 - 2044 (Years 17 - 40)	24 yrs	Average Annual	% of Total Cost/ Funding Need
Local Permittee Land Requirements				
Preservation Requirement	56,788 acres		2,366 acres	na
(less) HANS Dedication	<u>10,000</u> acres		<u>417</u> acres	na
Local Permittee Acquisition	46,788 acres		1,950 acres	na
Local Permittee MSHCP Implementation Costs				
Land (1)	\$701,931,902		\$29,247,163	67.0%
Management & Monitoring	\$87,775,983		\$3,657,333	8.4%
RCA Staff (2)	\$54,923,875		\$2,288,495	5.2%
Professional Services and Supplies (2)	\$35,185,497		\$1,466,062	3.4%
Loan Repayment (3)	\$2,000,000		\$83,333	0.2%
Other Costs (2) (4)	\$9,606,093		\$400,254	0.9%
Net Endowment Funding Required	\$157,001,144		\$6,541,714	15.0%
Total Costs	\$1,048,424,494		\$43,684,354	100.0%
Offsetting Revenues (5) (exc. Private Development Mitigation)				
Public Project Mitigation (6)	\$28,613,400		\$1,192,225	3.2%
Transportation Mitigation (7)	\$23,511,283		\$979,637	2.6%
Tipping Fees	\$95,671,825		\$3,986,326	10.7%
Other Revenues (8)	<u>\$16,640,181</u>		<u>\$693,341</u>	<u>1.9%</u>
Total Selected Revenues	\$164,436,689		\$6,851,529	18.4%
Funding Required from Private Development Mitigation				
Net Cost	\$883,987,805		\$36,832,825	84.3%
Mitigation Fee Estimates (per gross acre of development)				
<u>Growth Projection:</u>				
Development	2020 - 2043		Annual	
Residential Units	210,000		8,750	
Residential Acres	37,403		1,558	
Non-Residential Acres	16,637		693	
Total Acres	54,040		2,252	
Mitigation Fee	\$16,358 per acre			

(1) Land value estimates at \$14,288 per acre in 2019 dollar terms plus a 5% transaction cost.
 (2) RCA Administrative Costs are based on a three year average of FY 2016-17 through FY 2018-19 actual costs, adjusted to 2019 dollars.
 (3) RCA has "Other Long Term Obligations" totaling \$2 million, which was a loan received from the County in FY 2012/13 and is now payable in increments of \$1 million over the course of two years.
 (4) Includes rents and all other miscellaneous expenses.
 (5) RCA Revenues are based on a three year average of FY 2016-17 through FY 2018-19 actual costs, adjusted to 2019 dollars.
 (6) Includes Flood Control District, PSE mitigation payments, and other government MSHCP infrastructure & civic project revenues.
 (7) Includes TUMF fees.
 (8) Includes interest and other sources, rents, and joint project review fees.

Sources: MSHCP; RCA; Economic & Planning Systems, Inc.

8. MITIGATION FEE ACT (NEXUS) FINDINGS

Mitigation fees are utilized in California to finance public facilities necessary to mitigate impacts stemming from new development. In 1987, the California Legislature adopted the Mitigation Fee Act to provide a framework for the application and administration of such fees. Current prevailing practice among the majority of approved and permitted regional multiple-species Habitat Conservation Plans is that any habitat mitigation fees are to be adopted by the relevant jurisdictions (cities and Counties) consistent with the Mitigation Fee Act.²⁹ As discussed further in **Chapter 9**, the adoption of fees under the Mitigation Fee Act includes a number of auditing and reporting requirements.

The Mitigation Fee Act, defined in California Government Code Sections 66000 to 66025, requires all public agencies to document five findings when establishing or increasing a fee as a condition for new development. These findings were made when the Western Riverside County MSHCP Local Development Mitigation Fees were first justified and established.³⁰

This Chapter of the Western Riverside Habitat Conservation Plan Nexus Fee Study was prepared to describe how the proposed increase in the Local Development Mitigation Fee satisfies the five statutory findings required by the Mitigation Fee Act and is based on the appropriate nexus between new development and the imposition of a mitigation fee. The five statutory findings required for the establishment of a mitigation fee are summarized in the sections below and supported by the technical analysis in the prior chapters of this Study.

Purpose of Fee

Identify the purpose of the fee. (66001(a)(1))

The purpose of the Local Development Mitigation Fee is to contribute to the funding required to implement the MSCHP and, as a result, help maintain the incidental take permits for new private and public development in Western Riverside County under the federal and State Endangered Species Acts. Maintaining the incidental take permit is necessary to allow for future development, and without the development community paying for the cost of the MSHCP, individual applicants will need to apply independently for development approval under federal and State law if the project impacts a threaten or endangered species. The federal Endangered Species Act specifically requires that the applicant for incidental take permit “ensure that adequate funding for the plan will be provided.”³¹ In addition, the Local Development Mitigation Fee helps provide the regional benefit of streamlined economic development in Western Riverside County as well as

²⁹ In addition to the current Western Riverside County habitat mitigation fee, see also the Coachella Valley habitat mitigation fee, the San Joaquin County Multi-Species Habitat Conservation and Open Space Fee, and the East Contra Costa County HCP/NCCP mitigation fee.

³⁰ See the Final Mitigation Nexus Report for the Western Riverside County Multiple Species Habitat Conservation Plan, published July 1, 2003.

³¹ See Section 1539(a)(2)Biii of the federal Endangered Species Act.

the provision of contiguous open spaces that will serve as a community amenity to residents, workers, and visitors.

Use of Fee Revenues

Identify the use to which the fee is to be put. If the use is financing public facilities, the facilities shall be identified. That identification may, but need not, be made by reference to a capital improvement plan as specific in Section 65403 or 66002, may be made in applicable general or specific plan requirements, or may be made in other public documents that identify the public facilities for which the fee is charged. (66001(a)(2)).

The MSHCP is the public document that outlines the actions required as a whole and the particular set of actions required by the Local Permittees (and the Regional Conservation Agency as their agent) to obtain incidental take permits—associated with State and federal Endangered Species Act requirements—for new public and private development in Western Riverside County. Failure to meet the requirements of the MSHCP will result in an inability to obtain or maintain incidental take permits through the MSHCP, which would require future development to secure individual take authorization if the project impacts a threaten or endangered species.

Revenues from the Local Development Mitigation Fee will be used, in conjunction with other local and regional funding sources, to fund the conservation actions identified as the responsibility of Local Permittees in the MSHCP. The revenue from the Local Development Mitigation Fee will be used to help fund the appropriate habitat acquisition (land acquisition and associated transaction costs), maintenance and monitoring of habitat land (preserve management, monitoring, and adaptive management), and program management, administration, and oversight activities and costs.³² **Chapter 3** of this report describes the Local Permittee conservation requirements, progress to date, and the remaining actions required under the MSHCP.

Relationship

Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed. (66001(a)(3)).

The implementation of the MSHCP, and the mitigation fee as a fundamental part of it, will benefit all new development by mitigating their collective impacts on covered species and associated habitat. All new public and private development in the Plan area will affect habitat and species either directly, indirectly, or as a cumulative effect. New infrastructure development, for example, in addition to its direct effects, will support new development on other parcels and other locations in the Plan Area. Similarly, new private development will require new infrastructure and also result in additional demand for new developments through linkages—for

³² Consistent with the interpretation applied to the majority of permitted and approved regional, multiple-species Habitat Conservation Plans in California and guidance from RCA Counsel, the Local Development Mitigation Fee is assumed to fund its proportionate share (as determined by the technical analysis and constrained by the statutory requirements) of applicable MSHCP implementation costs including, but also limited to, habitat acquisition costs (and associated transaction costs), the costs of managing and monitoring the habitat preserves in perpetuity, and the administrative and other costs of managing the overall program.

example, the need for new housing to accommodate new workers at commercial developments or the need for new retail developments to serve new residents at residential developments. In other words, all new development in Western Riverside County will benefit from the incidental take permits obtained through the MSHCP and via the use of the mitigation fee revenues.

In addition, the incidental take permits are necessary to permit any future development within the Plan Area, and in order to obtain or maintain such incidental take permits, the MSHCP must be fully funded. Because funding the MSHCP is required in order to allow for future development under the MSHCP, there is a direct relationship between the proposed use of the mitigation fee and development within the Plan Area.

Need

Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed. (66001(a)(4)).

Without new development, no MSHCP would be necessary and no further habitat conservation would be required under the federal and State Endangered Species Acts. To allow for any future development under the Plan, the MSHCP must be fully funded. New development in the Plan Area, as noted above, will directly, indirectly, or cumulatively affect species and habitat in Western Riverside County. Because of this, development of the MSHCP was undertaken to provide a regional, streamlined approach to benefit future development of all types in Western Riverside County, including the development and improvements envisioned under the numerous General Plans and the Regional Transportation Improvement Program. The requirements of the MSHCP (habitat acquisition, management and monitoring, program administration) are a direct result of the regional approach to mitigation that is engendered by all new development in the Plan Area under the pertinent environmental regulations. Meeting the requirements of the MSHCP is necessary to obtain the necessary federal authorization to develop within the Plan Area.

Proportionality

Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed. (66001(b)).

The MSHCP includes detailed conservation requirements based on the scientific evaluations that form the basis of the MSHCP. Based on these evaluations, conservation responsibilities were allocated between the Local Permittees and other agencies, such as the State and federal governments. The Local Development Mitigation Fee appropriately provides funding towards the fulfillment of the Local Permittee conservation requirements. Furthermore, the Local Permittee obligations are not fully funded through the Local Development Mitigation Fee revenues. Other local and regional funding sources, such as the Measure A sales tax and tipping fees, provide additional mitigation and/or offsetting revenues that reduce the overall cost allocation to the Local Development Mitigation Fee Program. In addition, consistent with the relationship between new development in Western Riverside County and the need for the public facilities (conservation program) described above, proportional attribution between new development is ensured

through the determination of a consistent per gross acre Local Development Mitigation Fee.³³ As a result, the Local Development Mitigation Fee level calculations are carefully determined to fund only the proportionate (or less than) conservation costs attributable to the new development on which the fee is imposed and to allocate the fee levels proportionally across all new development. It is this process of careful calculation based on the requirements of the MSHCP that is the subject of a substantial portion of this Nexus Study (see **Chapters 2** through **7**).

³³ Determining habitat mitigation fees on a gross acre basis is the clearest way of ensuring proportionate cost allocations among new developments and is a common practice among adopted Habitat Conservation Plans. For purposes of implementation/administrative consistency, for residential uses, the per-gross-acre fee is translated into per unit fees for different density categories.

9. FEE IMPLEMENTATION

The revised Local Development Mitigation Fee must be implemented consistent with the MSHCP (and associated Incidental Take Permit and Implementing Agreement) as well as the California Mitigation Fee Act. A detailed set of guidance is included in the Fee Implementation Handbook to support clarity and specificity in the implementation of the updated fee program by Local Permittees. The sections below summarize some of the key implementation and administration actions to be consistent with the requirements.

Adoption of Revised LDMF

- Consistent with the MSHCP and associated documents, each Local Permittee (i.e., all participating jurisdictions) must adopt an updated LDMF ordinance and a fee resolution establishing the revised fee level as prescribed by the Mitigation Fee Act.
- Consistent with the Mitigation Fee Act, the revised ordinance and associated fee resolution will become effective after a public hearing and 60 days.
- RCA Legal Counsel will prepare a Fee Update Ordinance and Resolution to facilitate the consistent adoption of the updated LDMF by Local Permittees.

Securing Supplemental Funding

The revised Local Development Mitigation Fee is set at the level that would cover the Local Permittee cost obligations once expected non-fee revenues are subtracted out. To the extent any discounts/exemptions are provided to new Western Riverside County development below the updated fee level, additional funding will be required to backfill the fee revenue losses. To the extent, these revenues do not make up for any fee discounts provided, other sources of funding will need to be sought by the RCA and the Local Permittees to fulfill their Plan obligations. At the same time, if new substantial funding sources become available to the RCA for Local Permittee obligations, the funding required through fees may decrease, in turn reducing the required fee levels through a new update.

Annual Review

The Mitigation Fee Act (at Gov. C. §§ 66001(c), 66006(b)(1)) stipulates that each local agency that requires payment of a fee make specific information available to the public annually within 180 days of the last day of the fiscal year. In this case, the RCA can play this role on behalf of the Local Permittees. This information includes the following:

- A description of the type of fee in the account.
- The amount of the fee (the mitigation fee schedule).
- The beginning and ending balance of the fund.
- The amount of fees collected and interest earned.
- Identification of the improvements constructed.
- The total cost of the improvements constructed.
- The fees expended to construct the improvement.
- The percentage of total costs funded by the fee.

If sufficient fees have been collected to fund specific improvement cost, the agency must specify the approximate date for the cost of that improvement. Because of the dynamic nature of growth and MSHCP implementation costs and consistent with current practice, the RCA should continue to monitor progress towards MSHCP goals. The overall adequacy of the fee revenues and other available funding in meeting these goals should be reviewed annually.

Surplus Funds

The Mitigation Fee Act also requires that if any portion of a fee remains unexpended or uncommitted in an account for 5 years or more after deposit of the fee, the RCA, acting for the Local Permittees, shall make findings once each year (1) to identify the purpose to which the fee is to be put, (2) to demonstrate a reasonable relationship between the fee and the purpose for which it was charged, (3) to identify all sources and amounts of funding anticipated to complete financing of incomplete improvements, and (4) to designate the approximate dates on which the funding identified in (3) is expected to be deposited into the appropriate fund (§66001(d)).

If adequate funding has been collected for specific investments, an approximate date must be specified as to when the cost of the investment will be incurred. If the findings show no need for the unspent funds, or if the conditions discussed above are not met, and the administrative costs of the refund do not exceed the refund itself, the local agency that has collected the funds must refund them (Gov. C §66001(e)(f)).

Annual and Periodic Updates

Consistent with the current practice, the Fee Ordinance should allow an automatic annual adjustment to the fees based on the Riverside-San Bernardino-Ontario, CA Consumer Price Index (CPI) or a similar inflation factor. In addition, a more comprehensive update should be conducted required periodically. The Nexus Study and the technical information it contains should be reviewed periodically by the RCA (every five years is recommended) to identify any necessary refinements to the Local Development Mitigation Fees to ensure adequate funding to implement the MSHCP. Under certain circumstances, the RCA may wish to conduct a Nexus Study update sooner than after five years. For example, to the extent there are significant and unexpected changes in implementation costs, in the level of non-fee funding, and/ or the level of fee-paying private development over time, a more immediate fee update may be appropriate.

APPENDIX I:
Detailed Time Series of Implementation Costs



All Implementation Costs Over Time – No Extension

Habitat Lands/ Cost Items	Factors	End of:								
		17 2020	18 2021	19 2022	20 2023	21 2024	22 2025	23 2026	24 2027	25 2028
ACRES										
Land Acquisition Costs										
Land Acquisition (Annual)										
Local		6,310	6,310	6,310	6,310	6,310	6,310	6,310	6,310	6,310
(less) HANS/JPR Dedications		<u>-1,250</u>	<u>-1,250</u>	<u>-1,250</u>	<u>-1,250</u>	<u>-1,250</u>	<u>-1,250</u>	<u>-1,250</u>	<u>-1,250</u>	0
Total Local		5,060	5,060	5,060	5,060	5,060	5,060	5,060	5,060	6,310
State/Fed		<u>3,821</u>	<u>3,821</u>	<u>3,821</u>	<u>3,821</u>	<u>3,821</u>	<u>3,821</u>	<u>3,821</u>	<u>3,821</u>	<u>3,821</u>
Total		8,881	8,881	8,881	8,881	8,881	8,881	8,881	8,881	10,131
Land Acquisition (Cumulative)										
Local ¹		45,272	50,332	55,391	60,451	65,511	70,571	75,630	80,690	87,000
State/Fed		25,429	29,251	33,072	36,893	40,715	44,536	48,357	52,179	56,000
Local - HANS/JPR Dedications		<u>1,250</u>	<u>2,500</u>	<u>3,750</u>	<u>5,000</u>	<u>6,250</u>	<u>7,500</u>	<u>8,750</u>	<u>10,000</u>	<u>10,000</u>
Total		71,951	82,082	92,213	102,344	112,476	122,607	132,738	142,869	153,000
Management and Monitoring Costs										
Reserve Summary										
	Financial Responsibility									
	Monitoring	Management								
State/ Federal										
PQP	RCA	State/ Fed	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000
ARL	RCA	State	<u>25,429</u>	<u>29,251</u>	<u>33,072</u>	<u>36,893</u>	<u>40,715</u>	<u>44,536</u>	<u>48,357</u>	<u>52,179</u>
Total			307,429	311,251	315,072	318,893	322,715	326,536	330,357	334,179
Local										
PQP	RCA	Non-RCA Local	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000
ARL	RCA	RCA	<u>46,522</u>	<u>52,832</u>	<u>59,141</u>	<u>65,451</u>	<u>71,761</u>	<u>78,071</u>	<u>84,380</u>	<u>90,690</u>
Total			111,522	117,832	124,141	130,451	136,761	143,071	149,380	155,690
Total Acres under RCA Management			46,522	52,832	59,141	65,451	71,761	78,071	84,380	90,690
Total Acres under RCA Monitoring			418,951	429,082	439,213	449,344	459,476	469,607	479,738	489,869
COSTS (all constant 2019 dollars)										
Land Acquisition Costs										
Local, ARL, Annual	\$14,288 \$/Acre		\$72,294,065	\$72,294,065	\$72,294,065	\$72,294,065	\$72,294,065	\$72,294,065	\$72,294,065	\$72,294,065
Land Transaction Costs	5% of acquisition costs		\$3,614,703	\$3,614,703	\$3,614,703	\$3,614,703	\$3,614,703	\$3,614,703	\$3,614,703	\$3,614,703
Total, Land Acquisition Costs			\$75,908,768	\$75,908,768	\$75,908,768	\$75,908,768	\$75,908,768	\$75,908,768	\$75,908,768	\$75,908,768
Local, ARL, Cumulative			\$75,908,768	\$151,817,536	\$227,726,304	\$303,635,072	\$379,543,840	\$455,452,608	\$531,361,376	\$607,270,144
Management and Monitoring Costs										
Management, Annual	\$32.70 \$/Acre		\$1,521,340	\$1,727,681	\$1,934,021	\$2,140,361	\$2,346,702	\$2,553,042	\$2,759,382	\$2,965,723
Management Cumulative			\$1,521,340	\$3,249,021	\$5,183,042	\$7,323,403	\$9,670,105	\$12,223,147	\$14,982,530	\$17,948,252
Monitoring, Annual	\$3.01 \$/Acre		\$1,262,531	\$1,293,061	\$1,323,592	\$1,354,122	\$1,384,653	\$1,415,184	\$1,445,714	\$1,476,245
Monitoring Cumulative			\$1,262,531	\$2,555,592	\$3,879,184	\$5,233,306	\$6,617,959	\$8,033,143	\$9,478,857	\$10,955,102
Endowment Costs										
Net Endowment Funding, Annual			\$22,168,105	\$22,168,105	\$22,168,105	\$22,168,105	\$22,168,105	\$22,168,105	\$22,168,105	\$22,168,105
Net Endowment Funding, Cumulative			\$22,168,105	\$44,336,210	\$66,504,316	\$88,672,421	\$110,840,526	\$133,008,631	\$155,176,736	\$177,344,842
Administrative Costs ²										
RCA Staff Costs			\$2,288,495	\$2,288,495	\$2,288,495	\$2,288,495	\$2,288,495	\$2,288,495	\$2,288,495	\$2,288,495
Professional Services			\$1,466,062	\$1,466,062	\$1,466,062	\$1,466,062	\$1,466,062	\$1,466,062	\$1,466,062	\$1,466,062
Loan Repayment ³			\$1,000,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0
Other			\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254
Total Annual			\$5,154,811	\$5,154,811	\$4,154,811	\$4,154,811	\$4,154,811	\$4,154,811	\$4,154,811	\$4,154,811
Cumulative Costs			\$5,154,811	\$10,309,622	\$14,464,433	\$18,619,244	\$22,774,055	\$26,928,866	\$31,083,677	\$35,238,488
TOTAL ALL COSTS										
TOTAL Annual			\$106,015,555	\$106,252,426	\$105,489,297	\$105,726,168	\$105,963,039	\$106,199,910	\$106,436,781	\$106,673,652
TOTAL Cumulative			\$106,015,555	\$212,267,981	\$317,757,279	\$423,483,447	\$529,446,486	\$635,646,396	\$742,083,177	\$848,756,829

1. All local land conserved to date, including all HANS dedications to date, are captured in the year 17 number.
 2. RCA Administrative Costs are based on a three year average of FY 2016-17 through FY 2018-19 actual costs, adjusted to 2019 dollars.
 3. Annual administrative costs decrease in year 19 due to assumption that loan repayment is completed.

All Implementation Costs Over Time – 10 Year Extension

Table with columns: Habitat Lands/ Cost Items, Factors, and years 17-35. Rows include ACRES (Land Acquisition Costs), Management and Monitoring Costs (Reserve Summary, State/Federal, Local), COSTS (all constant 2019 dollars) (Land Acquisition Costs, Management and Monitoring Costs), and Administrative Costs. Includes sub-headers like 'End of:' and 'Financial Responsibility'.

1. All local land conserved to date, including all HANS dedications to date, are captured in the year 17 number.
2. RCA Administrative Costs are based on a three year average of FY 2016-17 through FY 2018-19 actual costs, adjusted to 2019 dollars.
3. Annual administrative costs decrease in year 19 due to assumption that loan repayment is completed.

APPENDIX II:
Detailed Time Series of Endowment Funding



Annual Cost Estimate for Management and Monitoring, Constant 2019\$

Cost Categories	Annual Cost by Last Year of Land Acquisition Period	Adjustment	Annual Post-Land Acquisition Cost
Ongoing Habitat Management	\$3,172,063	100%	\$3,172,063
Ongoing Habitat Monitoring	\$1,506,776	100%	\$1,506,776
Administration ¹	\$4,154,811	50%	\$2,077,406
Total	\$8,833,650		\$6,756,244

1. Admsitration includes salaries and benefits, accounting, auditing and reporting, contracts, etc.. Assumes less administration is needed following the land acquisition period; ongoing admsitrative needs include oversight, auditing and reporting, and board staffing.

Sources: Western Riverside County Regional Conservation Authority; and Economic & Planning Systems, Inc.

Endowment Funding – No Extension Scenario

Item	1	2	3	4	5	6	7	8	9	Post-Permit
New Impact Acres (avg. annual)	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	
Average Per Acre Endowment Fee	\$9,845	\$9,845	\$9,845	\$9,845	\$9,845	\$9,845	\$9,845	\$9,845	\$9,845	
Annual Endowment Funding	\$22,168,105	\$22,168,105	\$22,168,105	\$22,168,105	\$22,168,105	\$22,168,105	\$22,168,105	\$22,168,105	\$22,168,105	
Endowment Balance	\$22,168,105	\$44,336,210	\$67,169,359	\$90,687,502	\$114,911,189	\$139,861,586	\$165,560,496	\$192,030,373	\$219,294,346	
Annual Interest	\$0	\$665,043	\$1,350,038	\$2,055,582	\$2,782,293	\$3,530,804	\$4,301,772	\$5,095,868	\$5,913,787	
Cumulative Interest Earnings	\$0	\$665,043	\$2,015,081	\$4,070,663	\$6,852,955	\$10,383,760	\$14,685,531	\$19,781,399	\$25,695,187	
Total Endowment	\$22,168,105	\$45,001,254	\$68,519,396	\$92,743,083	\$117,693,481	\$143,392,391	\$169,862,268	\$197,126,241	\$225,208,133	
Average Annual Post Permit Interest										\$6,756,244

(1) Endowment fee set to ensure that, at the end of the permit term, the total endowment (including endowment fee revenues and interest) are sufficient to provide annual interest revenues equal to the post-permit annual cost. The real interest rate is assumed to be 3 percent annually.

Assumptions
20,265 impact acres developed
9 year plan
3% interest rate (real, net)
\$6,756,244 annual post-permit cost estimate
\$9,845 Endowment Funding Per Acre of Conservation

Endowment Funding – 5 Year Extension Scenario

Item	1	2	3	4	5	6	7	8	9	10	11	12	13	14	Post-Permit
New Impact Acres (avg. annual)	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	
Average Per Acre Endowment Fee	\$5,854	\$5,854	\$5,854	\$5,854	\$5,854	\$5,854	\$5,854	\$5,854	\$5,854	\$5,854	\$5,854	\$5,854	\$5,854	\$5,854	
Annual Endowment Funding	\$13,180,608	\$13,180,608	\$13,180,608	\$13,180,608	\$13,180,608	\$13,180,608	\$13,180,608	\$13,180,608	\$13,180,608	\$13,180,608	\$13,180,608	\$13,180,608	\$13,180,608	\$13,180,608	
Endowment Balance	\$13,180,608	\$26,361,215	\$39,937,241	\$53,920,547	\$68,323,353	\$83,158,243	\$98,438,180	\$114,176,514	\$130,386,999	\$147,083,799	\$164,281,502	\$181,995,136	\$200,240,180	\$219,032,574	
Annual Interest	\$0	\$395,418	\$802,699	\$1,222,198	\$1,654,282	\$2,099,329	\$2,557,727	\$3,029,877	\$3,516,192	\$4,017,096	\$4,533,027	\$5,064,436	\$5,611,787	\$6,175,559	
Cumulative Interest Earnings	\$0	\$395,418	\$1,198,117	\$2,420,315	\$4,074,598	\$6,173,927	\$8,731,654	\$11,761,531	\$15,277,723	\$19,294,819	\$23,827,846	\$28,892,281	\$34,504,069	\$40,679,628	
Total Endowment	\$13,180,608	\$26,756,633	\$40,739,940	\$55,142,746	\$69,977,636	\$85,257,572	\$100,995,907	\$117,206,392	\$133,903,191	\$151,100,894	\$168,814,529	\$187,059,572	\$205,851,967	\$225,208,133	
Average Annual Post Permit Interest															\$6,756,244

(1) Endowment fee set to ensure that, at the end of the permit term, the total endowment (including endowment fee revenues and interest) are sufficient to provide annual interest revenues equal to the post-permit annual cost. The real interest rate is assumed to be 3 percent annually.

Assumptions	
31,523	impact acres developed
14	year plan
3%	interest rate (real, net)
\$6,756,244	annual post-permit cost estimate
\$5,854	Endowment Funding Per Acre of Conservation

Endowment Funding – 10 Year Extension Scenario

Item	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	Post-Permit	
New Impact Acres (avg. annual)	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	
Average Per Acre Endowment Fee	\$3,982	\$3,982	\$3,982	\$3,982	\$3,982	\$3,982	\$3,982	\$3,982	\$3,982	\$3,982	\$3,982	\$3,982	\$3,982	\$3,982	\$3,982	\$3,982	\$3,982	\$3,982	\$3,982	\$3,982	
Annual Endowment Funding	\$8,966,410	\$8,966,410	\$8,966,410	\$8,966,410	\$8,966,410	\$8,966,410	\$8,966,410	\$8,966,410	\$8,966,410	\$8,966,410	\$8,966,410	\$8,966,410	\$8,966,410	\$8,966,410	\$8,966,410	\$8,966,410	\$8,966,410	\$8,966,410	\$8,966,410	\$8,966,410	
Endowment Balance	\$8,966,410	\$17,932,819	\$27,168,221	\$36,680,686	\$46,478,524	\$56,570,297	\$66,964,823	\$77,671,185	\$88,698,738	\$100,057,118	\$111,756,249	\$123,806,354	\$136,217,962	\$149,001,918	\$162,169,393	\$175,731,892	\$189,701,266	\$204,089,722	\$218,909,831		
Annual Interest	\$0	\$268,992	\$546,054	\$831,428	\$1,125,363	\$1,428,117	\$1,739,952	\$2,061,143	\$2,391,970	\$2,732,721	\$3,083,695	\$3,445,198	\$3,817,547	\$4,201,065	\$4,596,089	\$5,002,964	\$5,422,046	\$5,853,699	\$6,298,303		
Cumulative Interest Earnings	\$0	\$268,992	\$815,047	\$1,646,475	\$2,771,838	\$4,199,955	\$5,939,907	\$8,001,051	\$10,393,020	\$13,125,742	\$16,209,437	\$19,654,635	\$23,472,182	\$27,673,247	\$32,269,336	\$37,272,301	\$42,694,347	\$48,548,046	\$54,846,349		
Total Endowment	\$8,966,410	\$18,201,812	\$27,714,276	\$37,512,114	\$47,603,887	\$57,998,413	\$68,704,775	\$79,732,328	\$91,090,708	\$102,789,839	\$114,839,944	\$127,251,552	\$140,035,508	\$153,202,983	\$166,765,482	\$180,734,856	\$195,123,312	\$209,943,421	\$225,208,133		
Average Annual Post Permit Interest																					\$6,756,244

(1) Endowment fee set to ensure that, at the end of the permit term, the total endowment (including endowment fee revenues and interest) are sufficient to provide annual interest revenues equal to the post-permit annual cost. The real interest rate is assumed to be 3 percent annually.

Assumptions
42,782 impact acres developed
19 year plan
3% interest rate (real, net)
\$6,756,244 annual post-permit cost estimate
\$3,982 Endowment Funding Per Acre of Conservation

Endowment Funding – 15 Year Extension Scenario

Item	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
New Impact Acres (avg. annual)	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252
Average Per Acre Endowment Fee	\$2,905	\$2,905	\$2,905	\$2,905	\$2,905	\$2,905	\$2,905	\$2,905	\$2,905	\$2,905	\$2,905	\$2,905	\$2,905	\$2,905	\$2,905
Annual Endowment Funding	\$6,541,714	\$6,541,714	\$6,541,714	\$6,541,714	\$6,541,714	\$6,541,714	\$6,541,714	\$6,541,714	\$6,541,714	\$6,541,714	\$6,541,714	\$6,541,714	\$6,541,714	\$6,541,714	\$6,541,714
Endowment Balance	\$6,541,714	\$13,083,429	\$19,821,394	\$26,761,499	\$33,909,807	\$41,272,564	\$48,856,204	\$56,667,353	\$64,712,836	\$72,999,684	\$81,535,138	\$90,326,655	\$99,381,917	\$108,708,838	\$118,315,566
Annual Interest	\$0	\$196,251	\$398,390	\$606,594	\$821,043	\$1,041,925	\$1,269,435	\$1,503,769	\$1,745,134	\$1,993,739	\$2,249,803	\$2,513,548	\$2,785,206	\$3,065,014	\$3,353,216
Cumulative Interest Earnings	\$0	\$196,251	\$594,642	\$1,201,235	\$2,022,278	\$3,064,204	\$4,333,638	\$5,837,407	\$7,582,541	\$9,576,280	\$11,826,083	\$14,339,631	\$17,124,837	\$20,189,851	\$23,543,067
Total Endowment	\$6,541,714	\$13,279,680	\$20,219,785	\$27,368,093	\$34,730,850	\$42,314,490	\$50,125,639	\$58,171,122	\$66,457,970	\$74,993,424	\$83,784,941	\$92,840,203	\$102,167,123	\$111,773,852	\$121,668,781
Average Annual Post Permit Interest															

16	17	18	19	20	21	22	23	24	Post-Permit
2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	2,252	
\$2,905	\$2,905	\$2,905	\$2,905	\$2,905	\$2,905	\$2,905	\$2,905	\$2,905	
\$6,541,714	\$6,541,714	\$6,541,714	\$6,541,714	\$6,541,714	\$6,541,714	\$6,541,714	\$6,541,714	\$6,541,714	
\$128,210,496	\$138,402,273	\$148,899,805	\$159,712,262	\$170,849,092	\$182,320,028	\$194,135,092	\$206,304,607	\$218,839,209	
\$3,650,063	\$3,955,817	\$4,270,743	\$4,595,116	\$4,929,221	\$5,273,349	\$5,627,801	\$5,992,887	\$6,368,925	
\$27,193,130	\$31,148,947	\$35,419,689	\$40,014,806	\$44,944,027	\$50,217,377	\$55,845,178	\$61,838,065	\$68,206,990	
\$131,860,559	\$142,358,090	\$153,170,547	\$164,307,378	\$175,778,314	\$187,593,377	\$199,762,893	\$212,297,494	\$225,208,133	
									\$6,756,244

(1) Endowment fee set to ensure that, at the end of the permit term, the total endowment (including endowment fee revenues and interest) are sufficient to provide annual interest revenues equal to the post-permit annual cost. The real interest rate is assumed to be 3 percent annually.

Assumptions
54,040 impact acres developed
24 year plan
3% interest rate (real, net)
\$6,756,244 annual post-permit cost estimate
\$2,905 Endowment Funding Per Acre of Conservation



Staff Report

TO: City Council
FROM: Elizabeth Gibbs, Director of Community Services
DATE May 18, 2021
SUBJECT: Declaration of Surplus Property and Request for Disposal of Remaining Pool Inventory Items

Background and Analysis:

The Beaumont Municipal Code Chapter 3.03.010 states, in part, that the duties of City staff include “the disposition of personal property in any lawful manner provided that the disposition is for the common benefit of the City’s citizens. A formal declaration that the property is surplus shall not be required.”

On May 04, 2021, City Council approved a contract for the demolition of the pool and pavilion located at Stewart Park. As part of the preparation for that demolition the attached items are recommended for proper disposal and surplus. The recommended list of surplus items includes equipment from the Beaumont Municipal Pool that is no longer in use and is scheduled for demolition. City staff has removed all items from the pool and pavilion that can be repurposed, and the remaining items have no use for any City departments. Many of these items have exhausted their lifespan and usefulness.

Disposal of surplus property will be made in the most economical and practical manner available, including the use of appropriate hazardous waste handlers.

Fiscal Impact:

The cost to prepare this report and dispose of surplus property is estimated to be \$175.

Recommended Action:

Approve the disposal of identified City surplus property.

Attachments:

A. Pool surplus inventory

Pool Inventory

No.	Item	Model Number	Quantity	Description
1	Coca Cola Fridge	Large Red	1	Fridge labeled Coca Cola
2	Small Coca Cola Fridge	Small Red	1	Small fridge labeled Coca Cola
3	Medium Coca Cola Fridge	Medium sized fridge	1	Medium fridge labeled Coca Cola
4	White whirlpool fridge	Fridge	1	Side by side white fridge
5	Pool Vacuum	Dolphin	1	Yellow pool vacuum
6	Premium closing kit		2	Leslies pool kit
7	Office desk	Large desk	1	Brown wooden desk
8	Pool test kit	Black box kit	1	Test kit
9	Sink and Vanity	White	1	White vanity with sink installed
10	Vacuum cleaner	Blue powerforce	1	Bissel brand
11	Clothing racks		2	racks for clothing
12	Ironing board		2	1 big and 1 small ironing boards
13	Handicap placement		1	
14	Life rings		3	White rings
15	Buoy Line		1	
16	Lifeguard training bags		3	
17	Pool pump vacuum	Harmsco	1	pool vacuum
18	Pool brushes		2	
19	Pool skimmer		1	
20	Pool hoses for the vacuum		2	
21	Yellow lifeguard savers		2	
22	Man hook		1	

Pool Inventory

No.	Item	Model Number	Quantity	Description
23	Bags of kid floatie helpers		2 bags full	
24	Roll of linolium for crc		1 roll	
25	Back board stretchers		2	one orange, one brown
26	Floaty's		10	red floaty's
27	Bag of life vests		1 bag full	kids size life vests
28	Foldable table		1	white foldable table
29	Flourescent lights	4 foot	12	
30	Paper towel dispensers		3	
31	Lifeguard chairs	2 short, 1 tall	3	
32	Water heater	from office	1	
33	Pulsar chlorine feed system		1	
34	Pulsar chlorine pump		1	
35	Becsy53 system	newer	1	
36	Acide feed pump		1	
37	Eko system sand filter tanks		2	
38	Back wash pump on tanks		1	
39	Pulsar hypochlorite briquetts		29	5 gallon chlorine tablets buckets
40	AAD amino acid digester		1/2 bucket	
41	Overflow sub pump		1	sub pump
42	10 HP motor	for main system	1	pump motor
43	Muriatic acid	for pool	50 gallons	



Staff Report

TO: City Council

FROM: Christina Taylor, Community Development Director

DATE: May 18, 2021

SUBJECT: **City Council Authorization to Proceed with Annexation of City Owned Property Assessor Parcel Number 417-220-028 into the Beaumont Cherry Valley Water District**

Background and Analysis:

The Riverside Area Local Formation Commission (LAFCO) is currently processing an application to annex parcels associated with Parcel Map 28348 into the Beaumont Cherry Valley Water District (BCVWD) boundaries. This includes one piece of City owned property located south of Fourth Street at the terminus of Risco Circle and is identified by APN 417-220-028. This parcel is vacant and is adjacent to other City owned property utilized for the wastewater treatment plant. At the time of processing Parcel Map 28348, the properties were not annexed into the BCVWD.

The City did not initiate this annexation request, rather, the identified City property is part of a larger annexation request. As a result, LAFCO requires a resolution from the City Council authorizing annexation of the City owned property into the BCVWD service area. Inclusion of the City property will create a more sensible, contiguous boundary and ensure the property will have water service if ever needed. City staff is supportive of annexing this property into the BCVWD service area as they are the sole water provider for service to this parcel.

Fiscal Impact:

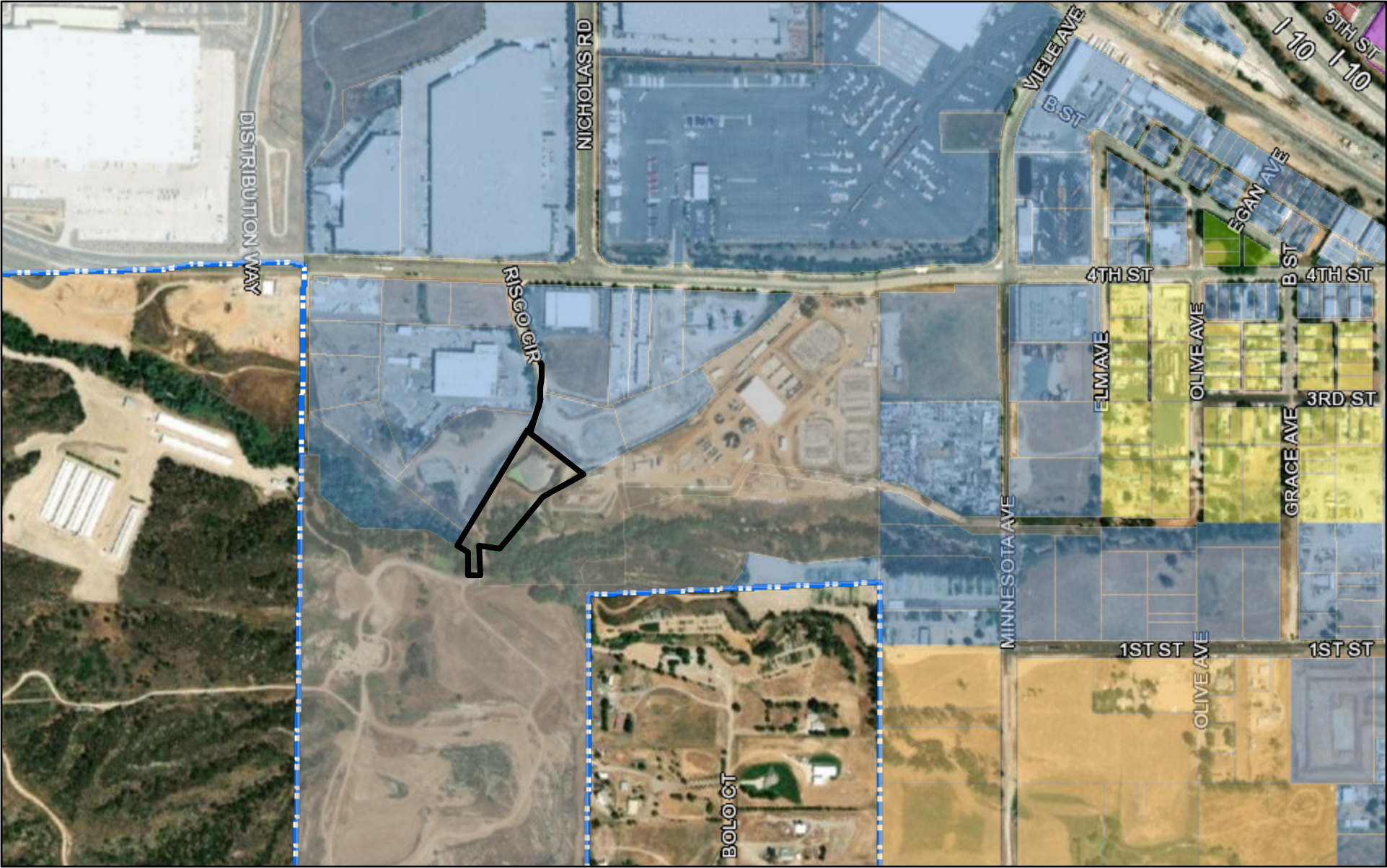
The cost to prepare this report is estimated to be \$250.

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont Authorizing the Annexation of City Owned Property Identified as Assessor Parcel Number 417-220-028 into the Beaumont Cherry Valley Water District Service Area."

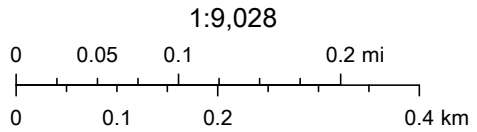
Attachments:

- A. Location Map
- B. Parcel Map 28348
- C. Resolution



5/7/2021, 11:59:45 AM

- Zoning
- Union Pacific Rail Roadway
 - Residential Rural
 - Residential Multiple Family
 - Residential Single Family
 - Downtown Residential Multifamily
 - Sixth Street Mixed Use - Residential
 - Specific Plan
 - Residential Traditional Neighborhood



Maxar

1:9,028

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PARCEL MAP NO. 28348

BEING A SUBDIVISION OF A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.

URBAN LOGIC CONSULTANTS

FEBRUARY, 2001

RECORDER'S STATEMENT

FILED THIS 7th DAY OF May, 2001 AT 8 A.M. IN BOOK 201-74 OF PARCEL MAPS, AT PAGES 12-14, AT THE REQUEST OF THE COUNTY CLERK.

NO. 2002-240047
FEE \$16.00

GARY L. ORSO
COUNTY ASSESSOR - CLERK - RECORDER

BY: A. Davis, DEPUTY
SUBDIVISION GUARANTEE BY:
FIRST AMERICAN TITLE INSURANCE 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 PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES, LOTS "A" THROUGH "I" INCLUSIVE. WE ALSO HEREBY RETAIN THE EASEMENT INDICATED AS LOT "J" FOR PRIVATE USE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS PARCEL MAP.

THE CITY OF BEAUMONT

BY: [Signature]

SECURITY TRUST COMPANY Trustee of Trust No. 00-1784

BY: Shelley Eskildsen Vice President
Craig J. Newton Vice President

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: _____, 2001 PAUL McDONNELL, COUNTY TAX COLLECTOR

BY: _____, DEPUTY

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 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: _____, 2001

CASH TAX BOND
PAUL McDONNELL
COUNTY TAX COLLECTOR

GERALD A. MALONEY
CLERK OF THE BOARD OF SUPERVISORS

BY: _____ DEPUTY

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) AN EASEMENT IN FAVOR OF BEAUMONT IRRIGATION DISTRICT FOR THE PURPOSE OF TRANSMISSION LINES, PIPELINES, FLUMES, OTHER CONDUITS, ROADS, AND RIGHTS, RECORDED JANUARY 13, 1921 IN BOOK 539, PAGE(S) 499 OF DEEDS.
- (2) AN EASEMENT IN FAVOR OF GEORGE McMILLIAN MARTIN, ELLEN CLARK MARTIN AND CLAIR MARTIN FOR THE PURPOSE OF PIPELINES, RECORDED JUNE 17, 1931 IN BOOK 28, PAGE(S) 562 AS INSTRUMENT NO. 1110 OFFICIAL RECORDS.
- (3) AN EASEMENT IN FAVOR OF METROPOLITAN WATER DISTRICT FOR THE PURPOSE OF POLELINES, RECORDED SEPTEMBER 28, 1933 IN BOOK 142, PAGE 95 O.R.
- (4) AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, FOR THE PURPOSE OF AN ELECTRIC LINE, RECORDED SEPTEMBER 10, 1948 AS INSTRUMENT NO. 917 OFFICIAL RECORDS.
- (5) AN EASEMENT IN FAVOR OF SOUTHERN PACIFIC PIPELINES, INC. A CORPORATION, FOR THE PURPOSE OF PIPELINES, RECORDED JUNE 16, 1955 IN BOOK 1752, PAGE(S) 394 AS INSTRUMENT NO. 39400.
- (6) AN EASEMENT IN FAVOR OF FOUR CORNERS PIPELINE COMPANY, A DELAWARE CORPORATION, FOR THE PURPOSE OF PIPELINES, RECORDED SEPTEMBER 24, 1957 IN BOOK 2152, PAGE(S) 73 OFFICIAL RECORDS.
- (7) AN EASEMENT IN FAVOR OF FOUR CORNERS PIPELINE COMPANY, A DELAWARE CORPORATION, FOR THE PURPOSE OF PIPELINES, RECORDED FEBRUARY 17, 1958 IN BOOK 2224, PAGE(S) 32 AS INSTRUMENT NO. 11852 OFFICIAL RECORDS.
- (8) AN EASEMENT IN FAVOR OF CITY OF BEAUMONT FOR THE PURPOSE OF FLOWING AND DRAINING SEWERAGE EFFLUENT BY MEANS OF PIPES, CONDUITS OR OPEN DITCH, INSTRUMENT NO. 126991, RECORDED DECEMBER 18, 1970 OFFICIAL RECORDS.
- (9) AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY, A CORPORATION, FOR THE PURPOSE OF PIPELINES, RECORDED MARCH 4, 1971 AS INSTRUMENT NO. 21609 OFFICIAL RECORDS.
- (10) AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY, A CORPORATION, FOR THE PURPOSE OF PIPELINES, RECORDED MARCH 18, 1971 AS INSTRUMENT NO. 27244 OFFICIAL RECORDS.
- (11) AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, FOR THE PURPOSE OF OVERHEAD AND UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS, RECORDED SEPTEMBER 7, 1971 AS INSTRUMENT NO. 101420 OFFICIAL RECORDS.
- (12) AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, FOR THE PURPOSE OF UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS, RECORDED OCTOBER 3, 1978 AS INSTRUMENT NO. 209438 OFFICIAL RECORDS.
- (13) AN EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR THE PURPOSE OF UTILITIES, RECORDED JULY 29, 1981 AS INSTRUMENT NO. 143383 OFFICIAL RECORDS.
- (14) AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, CORPORATION, FOR THE PURPOSE OF OVERHEAD AND UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS, RECORDED DECEMBER 11, 1981 AS INSTRUMENT NO. 229716 OFFICIAL RECORDS.
- (15) AN EASEMENT IN FAVOR OF THE CITY OF BEAUMONT FOR THE PURPOSE OF SEWER LINE, RECORDED OCTOBER 13, 1928 IN BOOK 781, PAGE(S) 453 OF DEEDS.
- (16) AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR THE PURPOSE OF ELECTRIC LINES, RECORDED OCTOBER 19, 1955 IN BOOK 1809, PAGE(S) 83 AS INSTRUMENT NO. 67058 O.R.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE, AT THE REQUEST OF THE CITY OF BEAUMONT ON FEBRUARY 1, 2001. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATED: 15 APRIL, 2002

Dennis W Janda
DENNIS W. JANDA
L.S. 6359
EXP. 12/31/02



NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE } S.S.
San Diego

ON January 16, 2002 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA, PERSONALLY APPEARED Shelley Eskildsen & Craig J. Newton, 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 UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

MY COMMISSION EXPIRES JUNE 15, 2004

WITNESS MY HAND AND OFFICIAL SEAL.

Kathleen S. Clemens
NOTARY PUBLIC IN AND FOR SAID STATE

MY PRINCIPAL PLACE OF BUSINESS IS

IN San Diego, CA

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE } S.S.

ON _____ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA, PERSONALLY APPEARED _____, 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 UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

MY COMMISSION EXPIRES _____

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC IN AND FOR SAID STATE

MY PRINCIPAL PLACE OF BUSINESS IS

IN _____

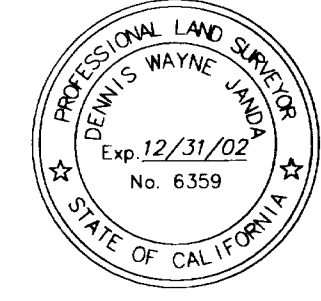
CITY ENGINEER'S STATEMENT

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 TENTATIVE MAP OF TRACT NO. 28348, AND ANY APPROVED ALTERATION THEREOF; THAT ALL PROMSIONS OF THE PARCEL MAP 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 COMPLIED 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.

FOR: DEEPAK MOORJANI, R.C.E. 51047
CITY ENGINEER, CITY OF BEAUMONT

DATED: 24 APRIL, 2002

Dennis W Janda
DENNIS W. JANDA, LS 6359
(LIC. EXPIRES 12/31/2002)



CITY ACCEPTANCE CERTIFICATE

THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, HEREBY APPROVES THE PARCEL MAP 28348 AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON OF LOTS "A" THROUGH "I", INCLUSIVE, FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES, SUBJECT TO COMPLETION OF ALL IMPROVEMENTS AND OTHER REQUIREMENTS.

MAYOR: Bruce D. Steyer

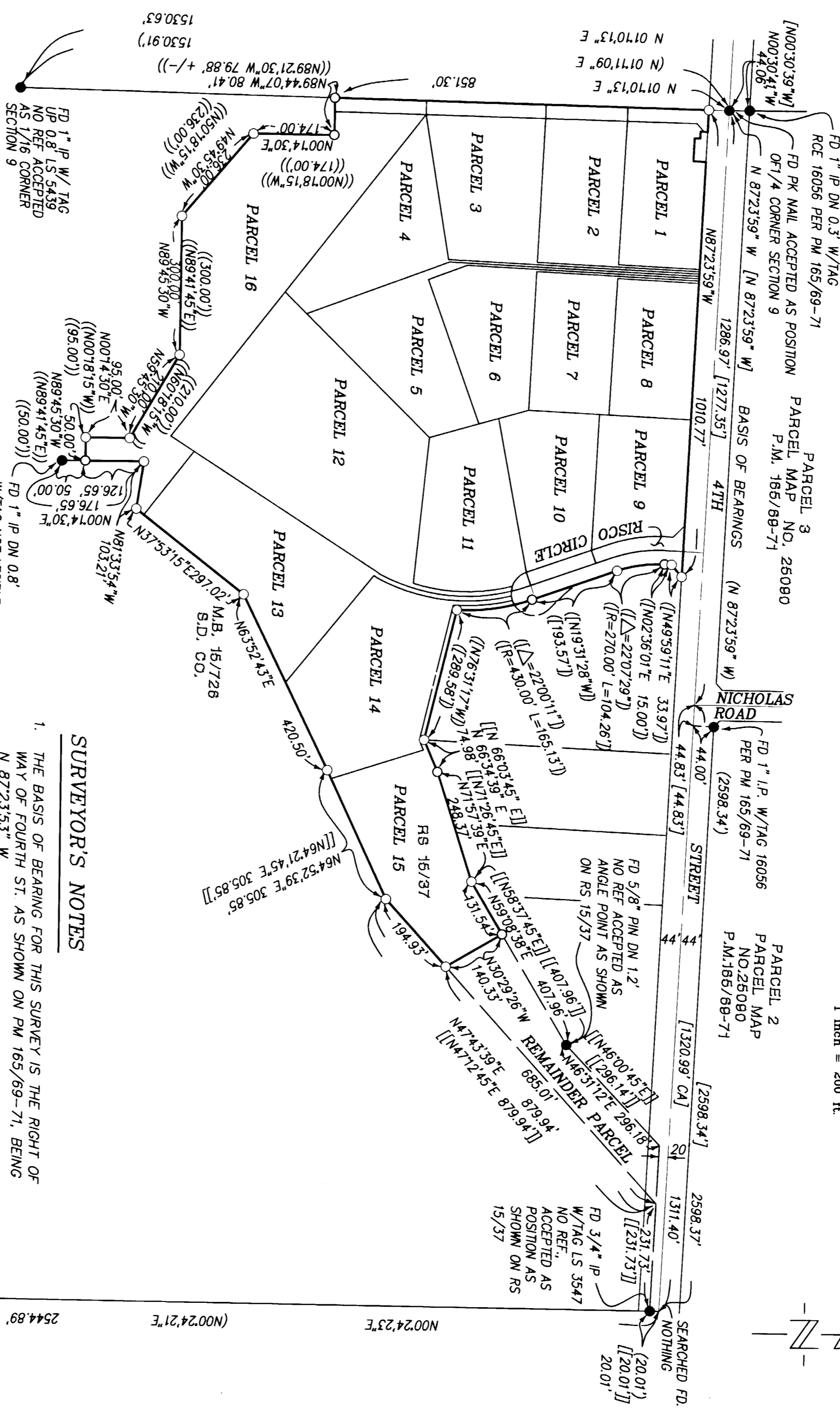
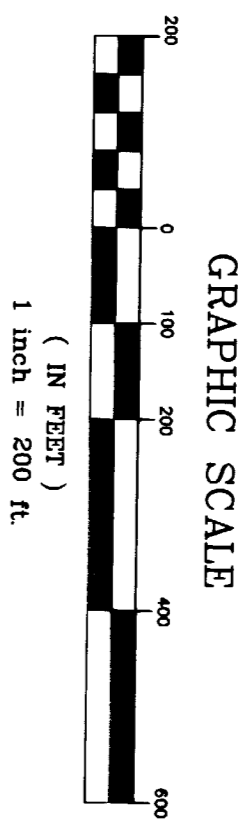
DATED: 5-2-02

ATTEST: Shelley Eskildsen

RESOL. NO.: _____

PARCEL MAP NO. 28348

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.
URBAN LOGIC CONSULTANTS
FEBRUARY, 2001

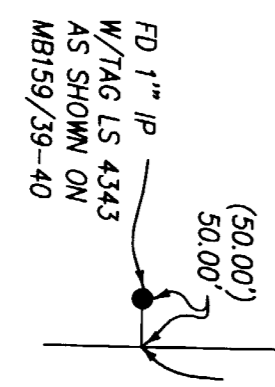


EASEMENT NOTES

- △ EASEMENT AND RIGHT-OF-WAY FOR PIPELINES AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF BEAUMONT PER INSTRUMENT NO. 487051 RECORDED NOVEMBER 9, 1998, O.R.
- △ A PIPELINE EASEMENT IN FAVOR OF SOUTHERN PACIFIC PIPELINES, INC., RECORDED JUNE 16, 1955, BOOK 1752, PAGE 394 AS INSTRUMENT NO. 39400 O.R. BLANKET EASEMENT, APPROXIMATE LOCATION BASED ON QUELSTAR SOUTHERN TRAILS PIPELINE NO. B-4362 SHEET NO. 48.
- △ RECREATIONAL ACCESS, PUBLIC UTILITY, DRAINAGE AND GRADING EASEMENT RESERVED HEREON, AFFECTS PARCELS 1 THROUGH 8 INCLUSIVE.
- △ 20' ACCESS EASEMENT DEDICATED HEREON
- △ AN ACCESS EASEMENT RECORDED JUNE 17, 1931 IN BOOK 28, PAGE 562 AS INSTRUMENT NO. 1110 O.R.
- △ AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON RECORDED SEPTEMBER 10, 1948, BOOK 1009, PAGE 478 AS INSTRUMENT NO. 917 O.R. FACILITIES CANNOT BE PLOTTED BY RECORD. AFFECTS PARCELS 12 THROUGH 16 INCLUSIVE.
- △ AN EASEMENT IN FAVOR OF FOUR CORNERS PIPELINE COMPANY, RECORDED SEPTEMBER 24, 1957, BOOK 2152, PAGE 73 O.R. FACILITIES CANNOT BE PLOTTED BY RECORD. AFFECTS PARCELS 1 THROUGH 16 INCLUSIVE.
- △ AN EASEMENT IN FAVOR OF FOUR CORNERS PIPELINE COMPANY, RECORDED FEBRUARY 17, 1958, BOOK 2224, PAGE 32 AS INSTRUMENT NO. 11852 O.R.
- △ AN EASEMENT FOR FACILITIES IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY, RECORDED MARCH 4, 1971, AS INSTRUMENT NO. 21609 O.R.
- △ AN EASEMENT FOR FACILITIES IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY, RECORDED MARCH 18, 1971, AS INSTRUMENT NO. 27244 O.R.
- △ AN EASEMENT FOR FACILITIES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED SEPTEMBER 7, 1971 AS INSTRUMENT NO. 101420 O.R.
- △ AN EASEMENT FOR UTILITIES IN FAVOR OF CITY OF BEAUMONT, RECORDED JULY 29, 1981 AS INSTRUMENT NO. 143383 O.R.

SURVEYOR'S NOTES

1. THE BASIS OF BEARING FOR THIS SURVEY IS THE RIGHT OF WAY OF FOURTH ST. AS SHOWN ON PM 165/69-71, BEING N 87°23'53" W.
2. ○ INDICATES SET 1" I.P. W/ TAG STAMPED "LS 6359" (RV. CO. STD. "A"). FLUSH, UNLESS OTHERWISE NOTED.
3. ● INDICATES FOUND MONUMENT AS NOTED.
4. () INDICATES RECORD DATA PER TRACT 14912, M.B. 154/39-40.
5. [] INDICATES RECORD DATA PER P.M. NO. 25090, P.M. 165/69-71.
6. (()) INDICATES RECORD DATA PER GRANT OF EASEMENT INSTRUMENT NO. #126991 RECORDED DECEMBER 18, 1970.
7. [[]] INDICATES RECORD DATA PER RS 15/37.
8. [()] INDICATES RECORD DATA PER GRANT DEED INSTRUMENT NO. 134482, RECORDED APRIL 28, 1995.
9. [([])] INDICATES RECORD AND MEASURED DATA UNLESS OTHERWISE NOTED PER GRANT DEED INSTRUMENT NO. 2000-432946, RECORDED OCTOBER 31, 2000.
10. ([[]]) INDICATES RECORD DATA PER GRANT DEED INSTRUMENT NO. 2000-228984, RECORDED JUNE 14, 2000.
11. ([[]]) INDICATES RECORD DATA PER GRANT DEED INSTRUMENT NO. 084941, RECORDED MARCH 2, 1999.
12. [/] INDICATES EASEMENT VACATED HEREON.
13. TOTAL GROSS AREA = 31.35 ACRES.



SEARCHED FD. NOTHING
[20.01']
[20.01']
N00°24'23"E
2544.89' CALC.)
N00°24'21"E
2544.89'

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
PARCEL MAP NO. 28348

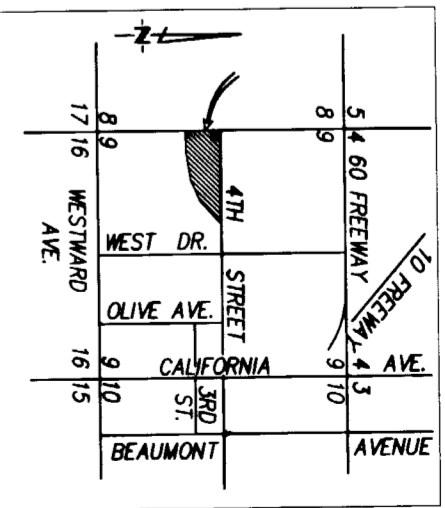
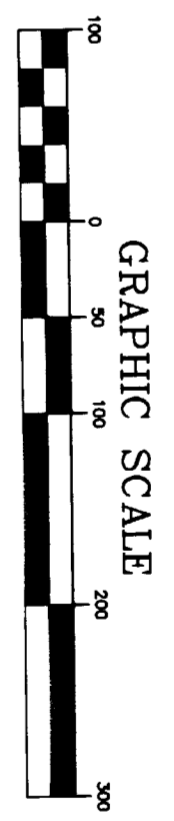
BEING A SUBDIVISION OF A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN.
URBAN LOGIC CONSULTANTS
FEBRUARY, 2001

EASEMENT NOTES

SEE SHEET 2
SURVEYOR'S NOTES
SEE SHEET 2

NOTE

PURSUANT TO SECTION 66426(C) OF THE SUBDIVISION MAP ACT THIS MAP IS EXCLUDED FROM BEING DEFINED AS A FINAL MAP IN THAT THE LAND IS ZONED COMMERCIAL OR INDUSTRIAL.

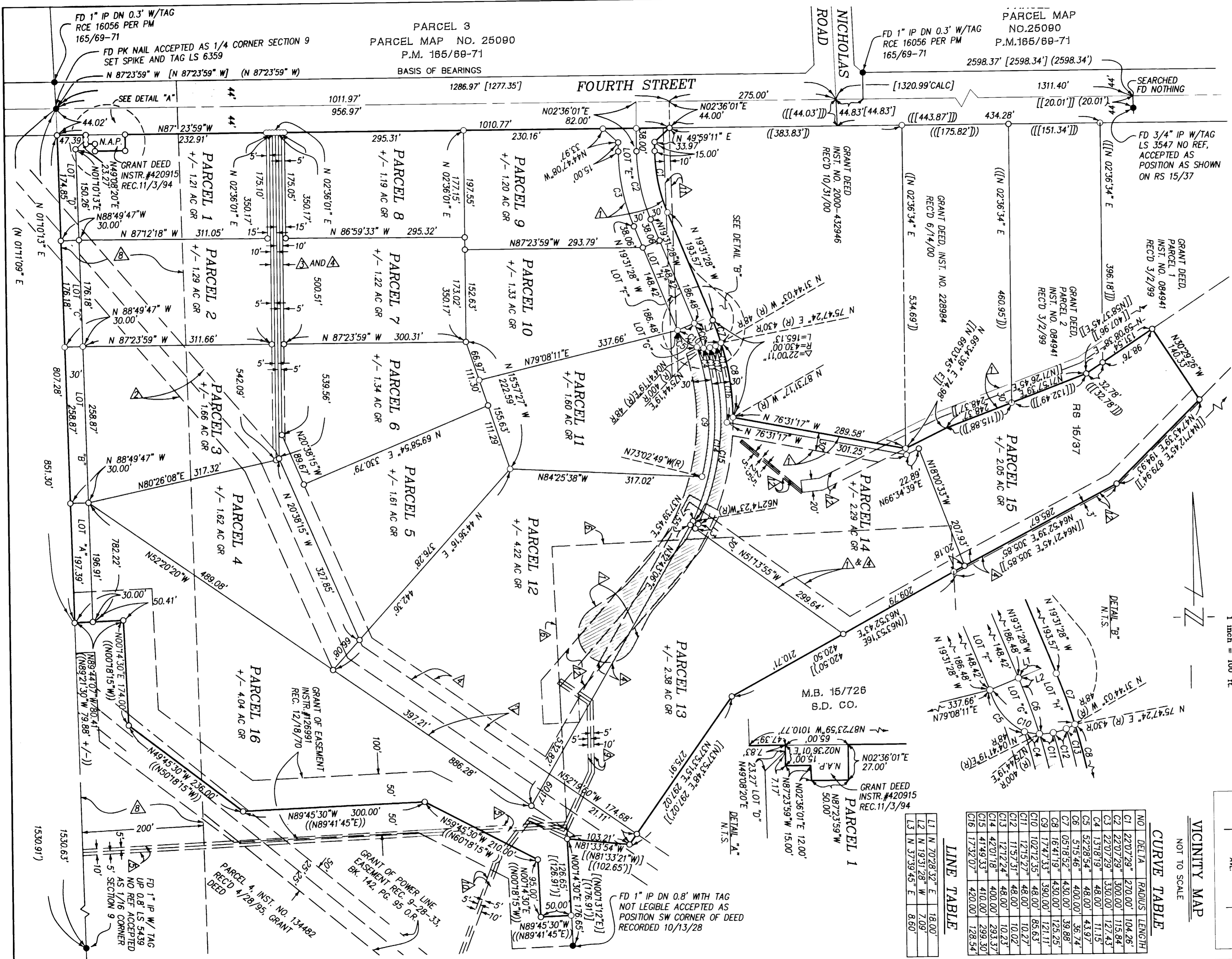


CURVE TABLE

NO	DELTA	RADIUS	LENGTH
C1	2207.29"	270.00'	104.26'
C2	2207.29"	300.00'	115.84'
C3	2207.29"	330.00'	127.43'
C4	1378.19"	48.00'	11.15'
C5	5278.54"	48.00'	43.97'
C6	515.46"	400.00'	36.74'
C7	0518.19"	430.00'	39.88'
C8	1641.19"	430.00'	125.25'
C9	1747.33"	390.00'	121.11'
C10	10212.35"	48.00'	85.63'
C11	1215.27"	48.00'	10.02'
C12	1157.51"	48.00'	10.23'
C13	1212.24"	48.00'	10.23'
C14	4201.18"	400.00'	293.37'
C15	4149.33"	400.00'	299.30'
C16	1732.07"	420.00'	128.54'

LINE TABLE

LI	N	702832"	E	18.00'
L2	N	193128" <td>W</td> <td>7.09'</td>	W	7.09'
L3	N	373945" <td>E <td>8.60'</td> </td>	E <td>8.60'</td>	8.60'



PARCEL 3
PARCEL MAP NO. 25090
P.M. 165/68-71
BASIS OF BEARINGS

PARCEL MAP
NO. 25090
P.M. 165/68-71
2598.37' [2598.34'] (2598.34')

FD 1" IP DN 0.3' W/TAG
RCE 16056 PER PM
165/69-71
FD PK NAIL ACCEPTED AS 1/4 CORNER SECTION 9
SET SPIKE AND TAG LS 6359
N 87°23'59" W [N 87°23'59" W] (N 87°23'59" W)

FD 1" IP DN 0.3' W/TAG
RCE 16056 PER PM
165/69-71
1320.99' CALC [1320.99'] (1320.99')

SEARCHED
FD NOTHING
FD 3/4" IP W/TAG
LS 3547 NO REF.
ACCEPTED AS
POSITION AS SHOWN
ON RS 15/37

GRANT DEED
INST. NO. 2000-432946
REC'D 10/31/00

GRANT DEED, INST. NO. 228984
REC'D 6/14/00

GRANT DEED,
PARCEL 2
INST. NO. 084941
REC'D 3/2/99

GRANT DEED,
PARCEL 1
INST. NO. 084941
REC'D 3/2/99

GRANT OF EASEMENT
INST. #126991
REC. 12/18/70

GRANT DEED
INST. #420915
REC. 11/3/94

FD 1" IP DN 0.8' WITH TAG
NOT LEGIBLE ACCEPTED AS
POSITION SW CORNER OF DEED
RECORDED 10/13/28

GRANT OF POWER LINE
EASEMENT REC. 9-28-33,
BK. 142, PG. 95 O.R.

PARCEL 4, INST. NO. 134482
REC'D 4/28/95, GRANT
DEED

RESOLUTION 2021-

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF BEAUMONT AUTHORIZING
THE ANNEXATION OF CITY OWNED PROPERTY
IDENTIFIED AS ASSESSOR PARCEL NUMBER
417-220-028 INTO THE BEAUMONT CHERRY
VALLEY WATER DISTRICT SERVICE AREA**

WHEREAS, the City of Beaumont desires to have water service available for property within the City boundary; and

WHEREAS, the City owned property identified as Assessor Parcel Number 417-220-028 is within the City of Beaumont boundary; and

WHEREAS, the City owned property identified as Assessor Parcel Number 417-220-028 is not within the Beaumont Cherry Valley Water District service area; and

WHEREAS, all property within the City of Beaumont must be within the Beaumont Cherry Valley Water District service boundary to receive water service; and

WHEREAS, the City owned property identified as Assessor Parcel Number 417-220-028 is included in an annexation proposal to become part of the Beaumont Cherry Valley Water District service area filed with the Local Area Formation Commission of Riverside County; and

WHEREAS, there are no costs to the City associated with this authorization; and

WHEREAS, the members of this City Council are the applicable elected representatives of the City;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Beaumont as follows:

Section 1: The above recitals are true and correct.

Section 2: The City Council hereby authorizes the above identified City owned property to be annexed into the Beaumont Cherry Valley Water District service area for the limited purpose of Beaumont Cherry Valley Water District providing water service to the annexed property. It is the purpose and intent of the City Council that this resolution constitutes authorization and approval of the proposal filed with Local Area Formation Commission of Riverside County for the purposes of including a City owned parcel in the Beaumont Cherry Valley Water District service area. This Resolution shall not constitute any other approval by the Council.

Section 3: The officers of the City are hereby authorized and directed to execute and deliver any and all documents deemed necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution.

Section 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing for the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation or operation of any development on any parcel of land included in the annexation.

Section 5: This resolution shall take effect immediately upon its passage.

MOVED, PASSED, and ADOPTED this 18th day of May, 2021 by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Mike Lara, Mayor

ATTEST:

City Clerk



Staff Report

TO: City Council

FROM: Christina Taylor, Community Development Director

DATE: May 18, 2021

SUBJECT: **First Amendment to the Professional Services Agreement with Lisa Wise Consulting for the Housing Element Update to include Standard Accessory Dwelling Unit (ADU) Plans and Objective Design Guidelines**

Background and Analysis:

On October 20, 2020, City Council approved a professional services agreement with Lisa Wise Consulting for the City's Housing Element Update. This project is included in the City's capital improvement program and is fully funded by SB 2 grant funding in the amount of \$160,000 and LEAP grant funding in the amount of \$150,000. At the time of the contract award, City staff eliminated some of the optional items in the original proposal in an effort to ensure enough funding was retained to accommodate any changes that may occur as a result of legislative mandates, new legislation or policy changes.

The current Housing Element Update includes all of the required components to address the City's Regional Housing Needs Assessment (RHNA) as well as an Accessory Dwelling Unit (ADU) Ordinance, required zoning code amendments, Hazard Mitigation Plan and Safety Element update, and applicable environmental documents. City staff requests this amendment to add two items that the State of California Department of Housing and Community Development (HCD) is encouraging cities to include in their housing and zoning codes:

- Standard accessory dwelling unit (ADU) plans, and
- Objective design criteria.

Standard ADU plans were originally included in the cost proposal as an optional item. At the time of award, City staff did not include that item in the recommended scope of services so that a balance of grant funds was retained for possible changes in scope or unexpected expenses. However, as stated above, this is one of the items the State is encouraging cities to implement. The Standard ADU plans will provide complete

drawing sets suitable for plan review by the City of Beaumont's Department of Building and Safety and the Planning Department. The intent of the plans would be to provide residents with construction ready, free-standing ADU prototypes that could be adapted and augmented to conform to their specific site conditions. The designs would be developed to be suitable in size and character to the most common local site conditions, context, and configurations. The City will be provided with two revisable prototype designs for free-standing ADUs: one studio and one 1-bedroom unit. Each will have elevations in at least two different architectural styles. This also includes presentation plans and elevations and simple 3D views of the free-standing ADUs for review and public distribution.

The permit-ready drawing sets will be on standard 24x36 title blocks suitable for being readily incorporated into a permit-submittal drawing set. The designs will be code-compliant and will identify typical materials and assemblies. The construction level documents shall be designed to comply with applicable laws, including the 2019 California Building Standards Code as amended by local ordinance, and will include structural engineering and T-24 energy reports. The drawings sets will not include site plans, geotechnical reports, and other site-specific information that would be required to be owner-provided before permits could be issued. The cost for this additional scope of work is \$25,625.

The objective design criteria will recommend objective design standards for single-family, multi-family, and residential mixed-use development. Recommended standards will supplement and not conflict with existing zoning code standards. Recommended standards may include objective standards for:

- Façade articulation,
- Compatibility with adjacent shorter buildings with a height difference of one story or more,
- Building entries,
- Building materials, and
- Parking design/access.

Design standards will not address or alter basic development standards (e.g., density, setbacks, overall building height, lot coverage, parking ratios, etc.). Recommended design standards will comply with requirements in applicable laws, including SB 35 and SB 330. The cost for this addition is \$39,845.

Housing Element Update		
Original Contract		\$209,995
Amendment 1 - May 18, 2021	Add ADU Standard Plans and Objective Design Standards	\$65,470
Revised Contract Amount		\$275,465.00

Fiscal Impact:

Cost to prepare this staff report and changes to the contract are covered by SB2 grant funding in the amount of \$160,000 and LEAP grant funding in the amount of \$150,000 for a total of \$310,000.

Recommended Action:

Approve the First Amendment to the Professional Services Agreement with Lisa Wise Consulting for an increase of \$65,470 for the development of Standard ADU Plans and Objective Design Guidelines for a total revised contract amount of \$275,465 to be entirely paid through grant funding.

Attachments:

- A. Revised Scope of Work and Cost Proposal
- B. Amended Professional Service Agreement
- C. Original Proposal & Budget
- D. Original Professional Services Agreement



March 5, 2021

Christina Taylor
 Community Development Director
 City of Beaumont
 550 E. 6th Street
 Beaumont, CA 92223

Regarding: Proposal for the Preparation of Objective Design Standards

Dear Ms. Taylor:

We are pleased to provide a scope and budget for preparation of objective design standards for the City of Beaumont. The scope of work is based on our understanding of the City's needs and experience preparing objective design standards.

Our proposal includes an estimated budget for each task, and we are willing to modify the scope of work and budget to accommodate the City's needs.

Scope of Work

TASK 1: INTIATION AND ANALYSIS

- A. **Project Initiation.** LWC will prepare for and attend a project initiation meeting with City staff (via teleconference) to review the project scope of work and confirm project goals and objectives. At the initiation meeting, LWC and the City will also discuss applicable material, including the recently updated General Plan and amended Zoning Code, the City's process and criteria for plot plans/architectural/design review, recent State legislation as it relates to the project, example developments in Beaumont that represent desired architectural and design outcomes, and example developments that fall short of community expectations.

It is anticipated that LWC has the City documents necessary for this effort, but if any additional material would be beneficial, LWC will submit a formal document request to City staff following the project initiation meeting. LWC will prepare summary notes from the project initiation meeting and provide to City staff.

After the project initiation meeting, LWC will incorporate the timing for this effort into the overall schedule for the Housing Element Update.

- B. **Analysis.** LWC will conduct an assessment relevant to single-family, multi-family, and residential mixed-use design to inform the project efforts. This task will include:
- An evaluation the Zoning Code for consistency with recent State law, including but not limited to SB 35, SB 330, and AB 1485;
 - A review of the City's relevant subjective and objective standards for single-family, multi-family, and residential mixed-use development for consistency with best practices; and

- An analysis of existing characteristics of the City's built environment to identify exemplars and unique attributes.

Deliverables:

- Project initiation meeting agenda and summary notes
- Document request (if necessary)
- Updated schedule

TASK 2: RECOMMENDED STANDARDS

LWC will prepare recommended objective design standards for single-family, multi-family, and residential mixed-use development. Recommended standards will supplement and not conflict with existing Zoning Code standards. Recommended standards may include objective standards for:

- Façade articulation
- Compatibility with adjacent shorter buildings with a height difference of one story or more
- Building entries
- Building materials
- Parking design/access

Design standards will not address or alter basic development standards (e.g., density, setbacks, overall building height, lot coverage, parking ratios, etc.) or include standards for architectural style, window placement and design, privacy, roof design, building colors, or other standards not listed above. Recommended design standards will comply with requirements in applicable law, including SB 35 and SB 330.

LWC will prepare a draft memo summarizing the recommended objective design standards for City review. LWC will finalize the memo after City comments are received.

Deliverables:

- Objective Design Standards Recommendation Memo (draft and final, Word)

TASK 3: DRAFT STANDARDS

LWC will prepare an Administrative Draft of the objective design standards as Zoning Code amendments (i.e., track changes in Word), including texts and graphics. Following City staff review of the Administrative Draft, LWC will prepare a Public Review Draft. After an opportunity for public review, LWC will prepare a Public Hearing Draft that incorporates any community feedback as directed by City staff.

Deliverables:

- Administrative Draft Objective Design Standards
- Public Review Draft Objective Design Standards
- Public Hearing Draft Objective Design Standards

TASK 4: PUBLIC HEARINGS

LWC will participate in two public hearings for adoption of the objective design standards. One hearing is anticipated to be a Planning Commission hearing, and the other is anticipated to be a City Council hearing.

LWC assumes virtual participation and attendance with meeting materials prepared by LWC. It is assumed that City staff will set up the virtual platform link (e.g., Zoom, etc.), prepare and distribute notifications for the meetings, and participate to help address questions during the meetings.

Deliverables:

- Meeting presentations (draft and final, PPT)

TASK 5: FINAL STANDARDS

LWC will prepare the final objective design standards based on Council action and provide to City staff.

Deliverables:

- Final Objective Design Standards

OPTIONAL TASK: COMMUNITY MEETINGS

LWC will lead two community meetings for this effort. The first public meeting will engage the community in a discussion about objective design standards and gather feedback on the Objective Design Standards Recommendation Memo. At the meeting, LWC will provide an overview of the project objectives, proposed objective design standards, and solicit the community's input. The second public meeting will be to discuss the objective design standards Public Review Draft.

LWC assumes virtual participation and attendance with meeting materials prepared by LWC. It is assumed that City staff will set up the virtual platform link (e.g., Zoom, etc.), prepare and distribute notifications for the meetings, and participate to help address questions during the meetings.

Deliverables:

- Meeting presentations (draft and final, PPT)
- Meeting summary notes (draft and final, Word)

Budget

Task 1: Initiation and Analysis	\$6,825
Task 2: Recommended Standards	\$7,745
Task 3: Draft Standards	\$17,850
Task 4: Public Hearings	\$6,530
Task 5: Final Standards	\$895
TOTAL	\$39,845
Optional Task: Community Meetings (2)	\$11,610
Contingency (10%)	\$3,985

Assumptions

- The City will be responsible for any CEQA analysis associated with this project.
- Outreach efforts will be virtual and on-line due to COVID-19 restrictions.
- Deliverables will be provided digitally (e.g., Word, PDF) unless otherwise stated and agreed upon by LWC and the City.
- Comments will be submitted to LWC as a single set of consolidated, complete, non-conflicting, actionable items.

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF BEAUMONT AND LISA WISE CONSULTING, INC., FOR PROFESSIONAL
PLANNING SERVICES FOR THE CITY OF BEAUMONT HOUSING ELEMENT
UPDATE**

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 18th day of May, 2021, by and between the CITY OF BEAUMONT, a general law city, (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and LISA WISE CONSULTING, INCORPORATED, a California corporation whose address is 983 Osos Street, San Luis Obispo, CA 93401 (“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 October 20th, 2020, the City and LISA WISE CONSULTING, INCORPORATED, entered into that certain agreement entitled “Agreement for Professional Services by Independent Contractor” for PROFESSIONAL PLANNING SERVICES FOR THE CITY OF BEAUMONT GENERAL PLAN UPDATE (“Agreement”).

B. City has requested a further change in scope to the work under the Agreement regarding the addition of objective design standards and standard accessory dwelling unit plans, 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 Two Hundred Nine Thousand Nine Hundred Ninety Five Dollars (\$209,995). Per this First Amendment, compensation of Two Hundred Nine Thousand Nine Hundred Ninety Five Dollars (\$209,995) is increased by the maximum amount of Sixty Five Thousand Four Hundred Seventy Dollars (\$65,470) as provided in the Proposal attached hereto as Exhibit “A” resulting in total compensation under the Agreement not to exceed Two Hundred Seventy Five Thousand Four Hundred Sixty Five Dollars (\$275,465).

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 First Amendment to Professional Services Agreement to be effective as of the day and year first above-written.

CITY:

CONTRACTOR:

CITY OF BEAUMONT

By: _____

By: _____

Mike Lara, Mayor

Print Name: _____

ATTEST

Title: _____

City Clerk

APPROVED AS TO FORM

John Pinkney, City Attorney

EXHIBIT “A”
PROPOSAL DATED March 19th, 2020

City of Beaumont

Housing Element Update

Scope of Services

October 2, 2020

Task A: Project Schedule and Management

Task A.1 Kick-Off Meeting

Lisa Wise Consulting, Inc. (LWC) will prepare for and attend one kick-off meeting with City staff. The meeting objectives are to:

- Establish project goals and objectives
- Clarify RHNA, SCAG, and HCD processes and requirements
- Refine the scope and clarify the roles and responsibilities of all parties involved
- Identify major milestones and dates for intermediate deliverables
- Establish communication expectations and coordinate procedures

The meeting will be online via video or teleconference.

Task A.2 Project Schedule

LWC will work closely with the City to develop a preferred timeline with milestones to achieve adoption of the Housing Element by City Council on or before October 15, 2021, as required by HCD. The final schedule will include major processes and milestones in all stages of the project for both City-led and LWC-led efforts, including:

- Kick off meeting with staff to refine the scope of services
- Milestones for major work products
- Outreach, subcommittee meetings, and workshops (City-led, LWC optional)
- Delivery of analysis and findings during assessment and development of the RHNA and Housing Element Update
- Response to HCD review and City staff review times
- Delivery of draft and final Housing Element
- Public hearings for both Planning Commission and City Council including meeting dates

Task A.3 Project Management

LWC will maintain a close working relationship with the City and Consultant Team, through open and frequent email, phone, and videoconference communication, including as needed conference calls. LWC will establish and maintain an online file sharing system, such as Dropbox.

Task A Deliverables

- Preparation and participation in kickoff meeting, including meeting materials (e.g. agenda and summary notes with follow-up items)
- Refined project schedule documenting key milestones and deliverables for the project
- Provision of an Internet-based file sharing system to enable collaboration between City staff and Consultant team
- Regular e-mail progress updates to the Project Manager

Task B: Existing Conditions and Needs**Task B.1 Data Collection**

LWC will identify and gather key information, reports, maps, and databases, as well as submit a data request to the City for relevant material that has not been previously compiled.

Task B.2 Program Evaluation

LWC will review the City's current Housing Element, General Plan and other supporting materials as needed to evaluate Beaumont's housing progress and priorities. This review will focus on previous housing programs and policies implemented, and their effectiveness

Task B.3 HCD Requirements

In this task, LWC will provide an analysis of the current HCD approval process for the 6th cycle.

Task B.4 Hazard Mitigation Review

Led by Rincon, the project team will review the City's Local Hazard Mitigation Plan for consistency with SB 379.

Task B Deliverables:

- Existing Housing Element Program Evaluation Memo to be incorporated in Administrative Draft Housing Element (PDF, Word)
- Review of existing HCD policies for inclusion in Housing Element Update Memo to City staff describing HCD review and adoption requirements
- Summary review of Local Hazard Mitigation Plan

Task C: Site Inventory**Task C.1 Sites Inventory Assessment**

In accordance with Government Code 65583.2, LWC will review the City's Vacant Land Inventory in context of the draft RHNA allocation and advise the City on the ability of the existing inventory to meet the draft RHNA.

When the RHNA is finalized, LWC will finalize the inventory of land suitable for residential development, including vacant sites and sites having the potential for redevelopment. The inventory will identify sites for housing within the planning period. LWC will work closely with staff to refine a parcel-level inventory of sites with

near-term residential development potential at appropriate densities. The inventory must be adequate to accommodate RHNA figures as provided by SCAG. The assessment will also include an analysis of the availability of infrastructure for sites included in the inventory.

This task assumes the City has adequate parcel-level GIS data (including APN, existing use and development, zoning, lot size, and assessor's data) available. As part of this task LWC will review recent multi-family project applications to determine realistic achievable densities to support the sites analysis.

Task C Deliverables:

- *Review of Existing Vacant Land Inventory*
- *Final Site Inventory, to be incorporated in Administrative Draft Housing Element (PDF, Word)*

Task D: Assessment of Housing Needs

Task D.1 Housing Needs Assessment

In accordance with Government Code 65583(a), LWC will utilize data available from the U.S. Census data, SCAG, and the City to analyze and update key population, housing, and employment characteristics and their implications to identify the City's specific housing needs and evaluate its housing conditions. LWC will establish the nature and extent of housing needs for Beaumont including existing and projected housing needs and the housing needs of special groups. The needs assessment will also provide data to assist the City in meeting the State's Affirmatively Furthering Fair Housing goals.

Key data characteristics include:

- Demographics (e.g. age, race/ethnicity, employment projections)
- Household type/size, age and income (by race and ethnicity)
- Housing stock characteristics (e.g. type, vacancy, age/condition, and cost/affordability, including where households are most significantly impacted by costs)
- Assessment of overcrowding and cost burden
- Special Needs (e.g. large households, persons with disabilities)

Task D.2 Housing Constraints Assessment

In accordance with Government Code 65583(a), LWC will conduct a constraints analysis. This analysis will differentiate between governmental constraints (such as land use, zoning, height, setbacks, and impact fees), non-governmental constraints (such as mortgage lending availability), and environmental constraints to inform decision makers on the most effective and appropriate policies to reduce constraints and facilitate housing production.

Task D.3 Housing Resources Assessment

Item 8.

In accordance with Government Code 65583(a), LWC will identify housing resources, including programmatic, financial, and physical development opportunities. The analysis will include a review of funding sources for housing development and improvement, regulatory incentives for affordable housing and opportunities for energy conservation.

Task D Deliverables:

- *Housing Needs Assessment, to be incorporated in Administrative Draft Housing Element (PDF, Word)*
- *Housing Constraints Analysis, to be incorporated in Administrative Draft Housing Element (PDF, Word)*
- *Housing Resources Assessment, to be incorporated in Administrative Draft Housing Element (PDF, Word)*

Task E: Preparation of Draft Housing Element

Task E.1 Implementation Plan

In accordance with Government Code 65583(a), LWC will produce an implementation plan that outlines policies and programs that will satisfy the housing goals and objectives of the City during the eight-year planning period. This plan provides actionable steps the City is already taking or will undertake to accommodate its housing need.

Task E.2 Administrative Draft Housing Element

LWC will prepare an Administrative draft Housing Element in compliance with all applicable State and federal laws, including all supporting documents from Task C and Task D, tables, maps, charts, etc. LWC assumes City staff will submit a single set of non-conflicting comments for each draft.

Task E.3 Public Review Draft Housing Element

LWC will address comments on the Administrative Drafts and prepare a Public Review Draft (PRD). The PRD will be submitted to HCD for the 60-day review.

Task E.4 Coordination with HCD

LWC will assist the City in achieving State certification of the Housing Element after adoption by City Council. LWC will work closely with HCD and the City to ensure that the draft Housing Element meets State requirements and will recommend modifications to the Housing Element, if required, to obtain certification. LWC will communicate with HCD throughout the project and during the review and approval period, ensuring thorough review and appropriate response to comments and tracking of any revisions.

Task E Deliverables:

- *Implementation Plan, to be incorporated in Administrative Draft Housing Element (PDF, Word)*
- *Administrative Draft Housing Element (1 reproducible copy, PDF, Word)*
- *Public Review Draft Housing Element (1 reproducible copy, PDF, Word)*
- *Coordination and communication with HCD, including review meetings*

Task F: General Plan Amendment (As required)**Task F.1 General Plan Amendment**

If required, based on the analysis in Tasks D and E, LWC will identify sections of the City's General Plan Land Use Element that need to be amended in order to comply with State law and be consistent with the 2021-2029 Housing Element.

Task F.2 Hazard Mitigation Plan and Safety Element Update

Led by Rincon, the project team will prepare documentation that will allow for the incorporation of the existing Local Hazard Mitigation Plan into the City's General Plan Public Safety Element to be consistent with SB 379.

The project team will also review and evaluate the current draft version of the Safety Element to determine its compliance with State law and prepare updates to the Safety Element to maintain consistency amongst the Housing Element Update, other General Plan Elements, and to address SB 99.

Rincon will provide a memorandum identifying revisions to Safety Element text and/or exhibits needed to bring it into compliance with current State law. A draft of the Safety Element update will be provided for City review. Based on City input, Rincon will prepare a final version of the proposed Safety Element update for consideration by the City Planning Commission and eventual consideration for adoption by the City Council.

Optional Task F Deliverables:

- *General Plan Amendment Recommendations Memo*
- *Safety Element Updates Outline Memo (PDF, Word)*
- *Draft Safety Element (PDF, Word)*
- *Final Safety Element (PDF, Word)*

Task G: Environmental Documents**Task G.1 Administrative Draft IS-MND**

Rincon will prepare an internal review (Administrative) Draft IS-MND, which will address all of the items on the CEQA environmental checklist. To the maximum extent feasible, impacts will be quantified and compared to quantitative significance thresholds. Rincon will perform basic modeling/quantification for such issues as transportation, air quality, greenhouse gases (GHGs), noise, and utilities, and will develop programmatic mitigation that could be applied to future housing projects under the Housing Element. Such mitigation will generally involve establishing standards for future individual developments that may be facilitated by the Housing Element.

Task G.2 Public Review Draft IS-MND

Rincon will respond to one round of consolidated comments from the City and prepare the Public Review Draft IS-MND. Rincon assumes that the City will draft and handle all noticing of letters for Assembly Bill (AB) 52 compliance, and any additional public outreach required as part of the public review process. Rincon will prepare the State Clearinghouse Notice of Completion (NOC) and Notice of Intent (NOI) to adopt an IS-MND, and will file these forms with the Riverside County Clerk and State Clearinghouse, but assumes the City will be responsible for posting the IS-MND on the City's website, mailing the NOI to responsible agencies and interested parties, all other outreach efforts to the general public, and publishing the NOI in a local newspaper.

Task G.3 Final IS-MND

The budget currently reflects response to one round of consolidated comments from the City on the draft responses to comments. Upon receipt of City comments on the draft responses, Rincon will incorporate changes and prepare the final responses to comments. To finalize this document, Rincon will also prepare the Mitigation Monitoring and Reporting Program (MMRP). The MMRP will be a table listing all mitigation measures and indicating what monitoring actions are required, the department(s) responsible for monitoring, and when monitoring is to occur.

We assume that re-printing of the IS-ND/MND as a final document will not be necessary. Rincon will file the Notice of Determination (NOD) form with the Riverside County Clerk and State Clearinghouse, but assumes the City will post the final documents to their website and will be responsible for paying applicable filing fees.

Task G Deliverables:

- *Administrative Draft IS-MND (PDF, Word)*
- *Public Review Draft IS-MND (PDF, Word)*
- *Final IS-MND (PDF, Word)*
- *MMRP (PDF, Word)*
- *NOC, NOI, and NOD Forms (PDF, Word)*
- *All environmental documentation, such as IS, NOI, NOC, and NOD forms, as well as Response to Comments, Mitigation Measures, Mitigation Monitoring Program, to be filed with the Riverside County Clerk*

Task H: Final Project Deliverables

Task H.1 Prepare Final Documents

LWC revise the Public Review Draft in response to feedback from HCD, City staff, the Planning Commission, and City Council (as applicable) and will prepare a draft Final Housing Element to present to the Planning Commission and City Council for adoption. LWC will make any revisions following adoption and submit the Final Housing Element to HCD for certification.

Documents will include the following:

- Final Draft Housing Element for public hearings
- Final Adopted Housing Element, which will have the date of adoption prominently displayed on the front cover and throughout the document to distinguish it as the official adopted document

Task H.2 Meetings with Planning Commission and City Council

LWC will provide support for City staff during meetings with the Planning Commission and City Council.

LWC will facilitate:

- One (1) public hearing with the Planning Commission
- One (1) public hearing with the City Council

Task H Deliverables

- *Final Draft Housing Element (15 bound copies, PDF, Word)*
- *Final Adopted Housing Element (3 bound copies, PDF, Word)*
- *Meeting agenda, summaries, presentations, or other materials for meetings with Planning Commission and City Council*
- *Assistance on staff reports and public notices and exhibits for Planning Commission and City Council*

Task I: Prepare an ADU Ordinance

LWC will draft a standalone Accessory Dwelling Unit (ADU) Ordinance for the City of Beaumont consistent with the most current State laws regulating ADU permitting and production while striving to simultaneously spur ADU development and maintain the character of Beaumont's neighborhoods. LWC will prepare draft language for administrative review and work with City staff to revise the draft ordinance for consideration by City Council. Relevant State laws include:

- **SB13:** This bill eliminates owner-occupancy requirements and reduces impact fees for ADUs, while creating an amnesty program for unpermitted ADUs.
- **AB 68 and AB 881:** These bills allow for one ADU on a single-family residence and up to two ADUs on multi-family properties. They also reduce design standards and approval times for ADUs.
- **AB 670:** This bill removes ADU restrictions placed by Home Owners Associations.

Task I Deliverables

- *Draft and final ADU ordinance for City Council consideration*

Task J: Community Meetings

Item 8.

LWC will lead three (3) public workshops during the development and review of the Housing Element. These events will be held as webinars with presentation material prepared by LWC. LWC assumes City Staff will prepare meeting notifications and support LWC during meeting question and answer segments. Prior to the meetings, LWC will work with the City to develop an outreach strategy to clarify timing and objectives of the outreach efforts. One of these workshops can be converted to a series of stakeholder interviews or focus groups at the City's request.

Task J. Deliverables

- *Meeting agendas, summaries, and presentations for three (3) community engagement meetings*

Task K: Zoning Code Amendments

Task K.1 Zoning Code Review and Recommendations

LWC will perform a consistency assessment and prepare a Findings and Recommendations Memo which summarize inconsistencies between the final adopted Housing Element and the Zoning Code. The memo will also identify recommended amendments to implement of the Housing Element, including an assessment of the City's Density Bonus Ordinance. Potential amendments may include new or revised regulations and standards for zoning district(s) and land uses, parking, landscaping, permit procedures, and review and approval procedures. This effort will be augmented and strengthened by LWC's deep understanding of Beaumont's Zoning Code and its new General Plan land uses, driven from our ongoing experience as part of the Beaumont General Plan Update Consultant Team.

Task K.1 Deliverables

- *Zoning Code Findings and Recommendations Memo*

Task K.2 Zoning Code Amendments

LWC will update the City's Zoning Code (Code), which will include strategic revisions necessary to comply with and implement the Housing Element, as identified in Task K.1. Upon final direction from City Staff, LWC will prepare Administrative Draft Code Amendments. LWC will address City comments on the Administrative Draft Code Amendments and prepare Final Code Amendments for Planning Commission and City Council hearings. Following City Council adoption, LWC will make any revisions as directed by the City Council.

LWC's budget assumes Code amendments will be adopted concurrently with the Housing Element, and no additional meeting attendance is required, and that the amendments will not trigger additional CEQA analysis outside of work in Task G. If timing of the amendments occurs following Housing Element adoption, LWC will participate in adoption hearings on a time and materials per meeting basis. If additional CEQA work is needed, LWC will work with Rincon to prepare a scope of work for the additional review.

Task K.2 Deliverables

- *Administrative Draft Code Amendments (PDF, Word)*
- *Final Draft Code Amendments (PDF, Word)*



City of Beaumont 6th Cycle Housing Element Update	LWC, Inc.		Rincon		PROJECT TOTAL	
	LWC TOTAL		RINCON TOTAL		PROJECT TOTAL	
	Hours	Cost	Hours	Cost	Hours	Cost
Task A Project Management and Coordination						
A.1 Kick-Off Meeting	12	\$ 2,000	-	\$ -	12	\$ 2,000
A.2 Project Schedule	14	\$ 2,220	-	\$ -	14	\$ 2,220
A.3 Project Management	86	\$ 15,230	14	\$ 2,230	100	\$ 17,460
Task B Existing Conditions and Needs						
B.1 Data Collection	8	\$ 1,230	-	\$ -	8	\$ 1,230
B.2 Program Evaluation	24	\$ 3,760	-	\$ -	24	\$ 3,760
B.3 HCD Requirements	10	\$ 1,520	-	\$ -	10	\$ 1,520
B.4 Hazard Mitigation Review	4	\$ 650	10	\$ 1,610	14	\$ 2,260
Task C Site Inventory						
C.1 Sites Inventory Assessment	72	\$ 11,620	-	\$ -	72	\$ 11,620
Task D Assessment of Housing Needs						
D.1 Housing Needs Assessment	32	\$ 4,920	-	\$ -	32	\$ 4,920
D.2 Housing Constraints Assessment	38	\$ 6,290	-	\$ -	38	\$ 6,290
D.3 Housing Resources Assessment	22	\$ 3,450	-	\$ -	22	\$ 3,450
Task E Preparation of Draft Housing Element						
E.1 Implementation Plan	27	\$ 4,445	-	\$ -	27	\$ 4,445
E.2 Administrative Draft Housing Element	70	\$ 11,210	-	\$ -	70	\$ 11,210
E.3 Public Review Draft Housing Element	27	\$ 4,445	-	\$ -	27	\$ 4,445
E.4 Coordination with HCD	18	\$ 3,290	-	\$ -	18	\$ 3,290
Task F General Plan Amendment (As Required)						
F.1 General Plan Amendment Recommendation	32	\$ 5,680		\$ -	32	\$ 5,680
F.2 Hazard Mitigation Plan and Safety Element Update	8	\$ 1,350	50	\$ 6,894	58	\$ 8,244
Task G Environmental Documents						
G.1 Administrative Draft IS-MND	8	\$ 1,420	146	\$ 21,232	154	\$ 22,652
G.2 Public Review Draft IS-MND	8	\$ 1,420	40	\$ 6,162	48	\$ 7,582
G.3 Final IS-MND	4	\$ 675	34	\$ 5,002	38	\$ 5,677
Task H Final Project Deliverables						
H.1 Prepare Final Documents	38	\$ 6,050	-	\$ -	38	\$ 6,050
H.2 Meetings with Planning Commission and City Council	32	\$ 5,680	-	\$ -	32	\$ 5,680
Task I Prepare an ADU Ordinance	62	\$ 10,050	-	\$ -	62	\$ 10,050
Task J Community Meetings	86	\$ 15,430	-	\$ -	86	\$ 15,430
Task K Zoning Code Amendments						
Review and Recommendation	62	\$ 10,950	-	\$ -	62	\$ 10,950
Draft and Final Amendments	188	\$ 31,880	-	\$ -	188	\$ 31,880
<i>*Not to exceed without authorization</i>						
TOTAL FEE + OPTIONAL TASKS	992	\$ 166,865	294	\$ 43,130	1,286	\$ 209,995
In-Person Meetings (instead of virtual) time and expenses: additional \$2000 per meeting Additional Virtual Meetings: \$5,140 per meeting						

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 20th day of October, 2020, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Lisa Wise Consulting, Inc. whose address is 983 Osos Street, San Luis Obispo, CA 93401 (“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 Professional Planning Services for the City of Beaumont Housing Element Update; 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: Professional Planning Services for the City of Beaumont Housing Element Update per Exhibit “A”. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Lisa Wise 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 two hundred nine thousand nine hundred ninety-five dollars (\$209,995).

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 total overall budget, budget per task, percentage complete per task, previously billed per task amounts and amount remaining per task 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. CONTRACTOR shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform the Services. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, CONTRACTOR represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

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. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. 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 /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. General Conditions pertaining to Insurance Coverage

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 as set forth herein. 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.

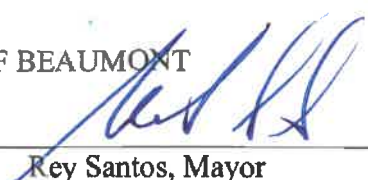
13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

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: _____



Rey Santos, Mayor

CONTRACTOR:

Lisa Wise Consulting, Inc.

By: _____



Print Name: Henry Pontarelli

Title: Vice President, Secretary

EXHIBIT "A"

PROPOSAL

(insert behind this page)

City of Beaumont

Housing Element Update

Scope of Services

October 2, 2020

Task A: Project Schedule and Management

Task A.1 Kick-Off Meeting

Lisa Wise Consulting, Inc. (LWC) will prepare for and attend one kick-off meeting with City staff. The meeting objectives are to:

- Establish project goals and objectives
- Clarify RHNA, SCAG, and HCD processes and requirements
- Refine the scope and clarify the roles and responsibilities of all parties involved
- Identify major milestones and dates for intermediate deliverables
- Establish communication expectations and coordinate procedures

The meeting will be online via video or teleconference.

Task A.2 Project Schedule

LWC will work closely with the City to develop a preferred timeline with milestones to achieve adoption of the Housing Element by City Council on or before October 15, 2021, as required by HCD. The final schedule will include major processes and milestones in all stages of the project for both City-led and LWC-led efforts, including:

- Kick off meeting with staff to refine the scope of services
- Milestones for major work products
- Outreach, subcommittee meetings, and workshops (City-led, LWC optional)
- Delivery of analysis and findings during assessment and development of the RHNA and Housing Element Update
- Response to HCD review and City staff review times
- Delivery of draft and final Housing Element
- Public hearings for both Planning Commission and City Council including meeting dates

Task A.3 Project Management

LWC will maintain a close working relationship with the City and Consultant Team, through open and frequent email, phone, and videoconference communication, including as needed conference calls. LWC will establish and maintain an online file sharing system, such as Dropbox.

Task A Deliverables

- *Preparation and participation in kickoff meeting, including meeting materials (e.g. agenda and summary notes with follow-up items)*
- *Refined project schedule documenting key milestones and deliverables for the project*
- *Provision of an Internet-based file sharing system to enable collaboration between City staff and Consultant team*
- *Regular e-mail progress updates to the Project Manager*

Task B: Existing Conditions and Needs

Task B.1 Data Collection

LWC will identify and gather key information, reports, maps, and databases, as well as submit a data request to the City for relevant material that has not been previously compiled.

Task B.2 Program Evaluation

LWC will review the City's current Housing Element, General Plan and other supporting materials as needed to evaluate Beaumont's housing progress and priorities. This review will focus on previous housing programs and policies implemented, and their effectiveness

Task B.3 HCD Requirements

In this task, LWC will provide an analysis of the current HCD approval process for the 6th cycle.

Task B.4 Hazard Mitigation Review

Led by Rincon, the project team will review the City's Local Hazard Mitigation Plan for consistency with SB 379.

Task B Deliverables:

- *Existing Housing Element Program Evaluation Memo to be incorporated in Administrative Draft Housing Element (PDF, Word)*
- *Review of existing HCD policies for inclusion in Housing Element Update Memo to City staff describing HCD review and adoption requirements*
- *Summary review of Local Hazard Mitigation Plan*

Task C: Site Inventory

Task C.1 Sites Inventory Assessment

In accordance with Government Code 65583.2, LWC will review the City's Vacant Land Inventory in context of the draft RHNA allocation and advise the City on the ability of the existing inventory to meet the draft RHNA.

When the RHNA is finalized, LWC will finalize the inventory of land suitable for residential development, including vacant sites and sites having the potential for redevelopment. The inventory will identify sites for housing within the planning period. LWC will work closely with staff to refine a parcel-level inventory of sites with

near-term residential development potential at appropriate densities. The inventory must be adequate to accommodate RHNA figures as provided by SCAG. The assessment will also include an analysis of the availability of infrastructure for sites included in the inventory.

This task assumes the City has adequate parcel-level GIS data (including APN, existing use and development, zoning, lot size, and assessor's data) available. As part of this task LWC will review recent multi-family project applications to determine realistic achievable densities to support the sites analysis.

Task C Deliverables:

- *Review of Existing Vacant Land Inventory*
- *Final Site Inventory, to be incorporated in Administrative Draft Housing Element (PDF, Word)*

Task D: Assessment of Housing Needs

Task D.1 Housing Needs Assessment

In accordance with Government Code 65583(a), LWC will utilize data available from the U.S. Census data, SCAG, and the City to analyze and update key population, housing, and employment characteristics and their implications to identify the City's specific housing needs and evaluate its housing conditions. LWC will establish the nature and extent of housing needs for Beaumont including existing and projected housing needs and the housing needs of special groups. The needs assessment will also provide data to assist the City in meeting the State's Affirmatively Furthering Fair Housing goals.

Key data characteristics include:

- Demographics (e.g. age, race/ethnicity, employment projections)
- Household type/size, age and income (by race and ethnicity)
- Housing stock characteristics (e.g. type, vacancy, age/condition, and cost/affordability, including where households are most significantly impacted by costs)
- Assessment of overcrowding and cost burden
- Special Needs (e.g. large households, persons with disabilities)

Task D.2 Housing Constraints Assessment

In accordance with Government Code 65583(a), LWC will conduct a constraints analysis. This analysis will differentiate between governmental constraints (such as land use, zoning, height, setbacks, and impact fees), non-governmental constraints (such as mortgage lending availability), and environmental constraints to inform decision makers on the most effective and appropriate policies to reduce constraints and facilitate housing production.

Task D.3 Housing Resources Assessment

In accordance with Government Code 65583(a), LWC will identify housing resources, including programmatic, financial, and physical development opportunities. The analysis will include a review of funding sources for housing development and improvement, regulatory incentives for affordable housing and opportunities for energy conservation.

Task D Deliverables:

- *Housing Needs Assessment, to be incorporated in Administrative Draft Housing Element (PDF, Word)*
- *Housing Constraints Analysis, to be incorporated in Administrative Draft Housing Element (PDF, Word)*
- *Housing Resources Assessment, to be incorporated in Administrative Draft Housing Element (PDF, Word)*

Task E: Preparation of Draft Housing Element

Task E.1 Implementation Plan

In accordance with Government Code 65583(a), LWC will produce an implementation plan that outlines policies and programs that will satisfy the housing goals and objectives of the City during the eight-year planning period. This plan provides actionable steps the City is already taking or will undertake to accommodate its housing need.

Task E.2 Administrative Draft Housing Element

LWC will prepare an Administrative draft Housing Element in compliance with all applicable State and federal laws, including all supporting documents from Task C and Task D, tables, maps, charts, etc. LWC assumes City staff will submit a single set of non-conflicting comments for each draft.

Task E.3 Public Review Draft Housing Element

LWC will address comments on the Administrative Drafts and prepare a Public Review Draft (PRD). The PRD will be submitted to HCD for the 60-day review.

Task E.4 Coordination with HCD

LWC will assist the City in achieving State certification of the Housing Element after adoption by City Council. LWC will work closely with HCD and the City to ensure that the draft Housing Element meets State requirements and will recommend modifications to the Housing Element, if required, to obtain certification. LWC will communicate with HCD throughout the project and during the review and approval period, ensuring thorough review and appropriate response to comments and tracking of any revisions.

Task E Deliverables:

- *Implementation Plan, to be incorporated in Administrative Draft Housing Element (PDF, Word)*
- *Administrative Draft Housing Element (1 reproducible copy, PDF, Word)*
- *Public Review Draft Housing Element (1 reproducible copy, PDF, Word)*
- *Coordination and communication with HCD, including review meetings*

Task F: General Plan Amendment (As required)

Task F.1 General Plan Amendment

If required, based on the analysis in Tasks D and E, LWC will identify sections of the City’s General Plan Land Use Element that need to be amended in order to comply with State law and be consistent with the 2021-2029 Housing Element.

Task F.2 Hazard Mitigation Plan and Safety Element Update

Led by Rincon, the project team will prepare documentation that will allow for the incorporation of the existing Local Hazard Mitigation Plan into the City’s General Plan Public Safety Element to be consistent with SB 379.

The project team will also review and evaluate the current draft version of the Safety Element to determine its compliance with State law and prepare updates to the Safety Element to maintain consistency amongst the Housing Element Update, other General Plan Elements, and to address SB 99.

Rincon will provide a memorandum identifying revisions to Safety Element text and/or exhibits needed to bring it into compliance with current State law. A draft of the Safety Element update will be provided for City review. Based on City input, Rincon will prepare a final version of the proposed Safety Element update for consideration by the City Planning Commission and eventual consideration for adoption by the City Council.

Optional Task F Deliverables:

- *General Plan Amendment Recommendations Memo*
- *Safety Element Updates Outline Memo (PDF, Word)*
- *Draft Safety Element (PDF, Word)*
- *Final Safety Element (PDF, Word)*

Task G: Environmental Documents

Task G.1 Administrative Draft IS-MND

Rincon will prepare an internal review (Administrative) Draft IS-MND, which will address all of the items on the CEQA environmental checklist. To the maximum extent feasible, impacts will be quantified and compared to quantitative significance thresholds. Rincon will perform basic modeling/quantification for such issues as transportation, air quality, greenhouse gases (GHGs), noise, and utilities, and will develop programmatic mitigation that could be applied to future housing projects under the Housing Element. Such mitigation will generally involve establishing standards for future individual developments that may be facilitated by the Housing Element.

Task G.2 Public Review Draft IS-MND

Rincon will respond to one round of consolidated comments from the City and prepare the Public Review Draft IS-MND. Rincon assumes that the City will draft and handle all noticing of letters for Assembly Bill (AB) 52 compliance, and any additional public outreach required as part of the public review process. Rincon will prepare the State Clearinghouse Notice of Completion (NOC) and Notice of Intent (NOI) to adopt an IS-MND, and will file these forms with the Riverside County Clerk and State Clearinghouse, but assumes the City will be responsible for posting the IS-MND on the City's website, mailing the NOI to responsible agencies and interested parties, all other outreach efforts to the general public, and publishing the NOI in a local newspaper.

Task G.3 Final IS-MND

The budget currently reflects response to one round of consolidated comments from the City on the draft responses to comments. Upon receipt of City comments on the draft responses, Rincon will incorporate changes and prepare the final responses to comments. To finalize this document, Rincon will also prepare the Mitigation Monitoring and Reporting Program (MMRP). The MMRP will be a table listing all mitigation measures and indicating what monitoring actions are required, the department(s) responsible for monitoring, and when monitoring is to occur.

We assume that re-printing of the IS-ND/MND as a final document will not be necessary. Rincon will file the Notice of Determination (NOD) form with the Riverside County Clerk and State Clearinghouse, but assumes the City will post the final documents to their website and will be responsible for paying applicable filing fees.

Task G Deliverables:

- *Administrative Draft IS-MND (PDF, Word)*
- *Public Review Draft IS-MND (PDF, Word)*
- *Final IS-MND (PDF, Word)*
- *MMRP (PDF, Word)*
- *NOC, NOI, and NOD Forms (PDF, Word)*
- *All environmental documentation, such as IS, NOI, NOC, and NOD forms, as well as Response to Comments, Mitigation Measures, Mitigation Monitoring Program, to be filed with the Riverside County Clerk*

Task H: Final Project Deliverables

Task H.1 Prepare Final Documents

LWC revise the Public Review Draft in response to feedback from HCD, City staff, the Planning Commission, and City Council (as applicable) and will prepare a draft Final Housing Element to present to the Planning Commission and City Council for adoption. LWC will make any revisions following adoption and submit the Final Housing Element to HCD for certification.

Documents will include the following:

- Final Draft Housing Element for public hearings
- Final Adopted Housing Element, which will have the date of adoption prominently displayed on the front cover and throughout the document to distinguish it as the official adopted document

Task H.2 Meetings with Planning Commission and City Council

LWC will provide support for City staff during meetings with the Planning Commission and City Council.

LWC will facilitate:

- One (1) public hearing with the Planning Commission
- One (1) public hearing with the City Council

Task H Deliverables

- *Final Draft Housing Element (15 bound copies, PDF, Word)*
- *Final Adopted Housing Element (3 bound copies, PDF, Word)*
- *Meeting agenda, summaries, presentations, or other materials for meetings with Planning Commission and City Council*
- *Assistance on staff reports and public notices and exhibits for Planning Commission and City Council*

Task I: Prepare an ADU Ordinance

LWC will draft a standalone Accessory Dwelling Unit (ADU) Ordinance for the City of Beaumont consistent with the most current State laws regulating ADU permitting and production while striving to simultaneously spur ADU development and maintain the character of Beaumont's neighborhoods. LWC will prepare draft language for administrative review and work with City staff to revise the draft ordinance for consideration by City Council. Relevant State laws include:

- **SB13:** This bill eliminates owner-occupancy requirements and reduces impact fees for ADUs, while creating an amnesty program for unpermitted ADUs.
- **AB 68 and AB 881:** These bills allow for one ADU on a single-family residence and up to two ADUs on multi-family properties. They also reduce design standards and approval times for ADUs.
- **AB 670:** This bill removes ADU restrictions placed by Home Owners Associations.

Task I Deliverables

- *Draft and final ADU ordinance for City Council consideration*

Task J: Community Meetings

LWC will lead three (3) public workshops during the development and review of the Housing Element. These events will be held as webinars with presentation material prepared by LWC. LWC assumes City Staff will prepare meeting notifications and support LWC during meeting question and answer segments. Prior to the meetings, LWC will work with the City to develop an outreach strategy to clarify timing and objectives of the outreach efforts. One of these workshops can be converted to a series of stakeholder interviews or focus groups at the City's request.

Task J. Deliverables

- *Meeting agendas, summaries, and presentations for three (3) community engagement meetings*

Task K: Zoning Code Amendments

Task K.1 Zoning Code Review and Recommendations

LWC will perform a consistency assessment and prepare a Findings and Recommendations Memo which summarize inconsistencies between the final adopted Housing Element and the Zoning Code. The memo will also identify recommended amendments to implement of the Housing Element, including an assessment of the City's Density Bonus Ordinance. Potential amendments may include new or revised regulations and standards for zoning district(s) and land uses, parking, landscaping, permit procedures, and review and approval procedures. This effort will be augmented and strengthened by LWC's deep understanding of Beaumont's Zoning Code and its new General Plan land uses, driven from our ongoing experience as part of the Beaumont General Plan Update Consultant Team.

Task K.1 Deliverables

- *Zoning Code Findings and Recommendations Memo*

Task K.2 Zoning Code Amendments

LWC will update the City's Zoning Code (Code), which will include strategic revisions necessary to comply with and implement the Housing Element, as identified in Task K.1. Upon final direction from City Staff, LWC will prepare Administrative Draft Code Amendments. LWC will address City comments on the Administrative Draft Code Amendments and prepare Final Code Amendments for Planning Commission and City Council hearings. Following City Council adoption, LWC will make any revisions as directed by the City Council.

LWC's budget assumes Code amendments will be adopted concurrently with the Housing Element, and no additional meeting attendance is required, and that the amendments will not trigger additional CEQA analysis outside of work in Task G. If timing of the amendments occurs following Housing Element adoption, LWC will participate in adoption hearings on a time and materials per meeting basis. If additional CEQA work is needed, LWC will work with Rincon to prepare a scope of work for the additional review.

Task K.2 Deliverables

- *Administrative Draft Code Amendments (PDF, Word)*
- *Final Draft Code Amendments (PDF, Word)*

Lisa Wise Consulting, Inc.
 Budget: Beaumont 6th Cycle Housing Element Update
 [Oct 2, 2020]



City of Beaumont 6th Cycle Housing Element Update	LWC, Inc.		Rincon		PROJECT TOTAL	
	LWC TOTAL		RINCON TOTAL		PROJECT TOTAL	
	Hours	Cost	Hours	Cost	Hours	Cost
Task A Project Management and Coordination						
A.1 Kick-Off Meeting	12	\$ 2,000	-	\$ -	12	\$ 2,000
A.2 Project Schedule	14	\$ 2,220	-	\$ -	14	\$ 2,220
A.3 Project Management	86	\$ 15,230	14	\$ 2,230	100	\$ 17,460
Task B Existing Conditions and Needs						
B.1 Data Collection	8	\$ 1,230	-	\$ -	8	\$ 1,230
B.2 Program Evaluation	24	\$ 3,760	-	\$ -	24	\$ 3,760
B.3 HCD Requirements	10	\$ 1,520	-	\$ -	10	\$ 1,520
B.4 Hazard Mitigation Review	4	\$ 650	10	\$ 1,610	14	\$ 2,260
Task C Site Inventory						
C.1 Sites Inventory Assessment	72	\$ 11,620	-	\$ -	72	\$ 11,620
Task D Assessment of Housing Needs						
D.1 Housing Needs Assessment	32	\$ 4,920	-	\$ -	32	\$ 4,920
D.2 Housing Constraints Assessment	38	\$ 6,290	-	\$ -	38	\$ 6,290
D.3 Housing Resources Assessment	22	\$ 3,450	-	\$ -	22	\$ 3,450
Task E Preparation of Draft Housing Element						
E.1 Implementation Plan	27	\$ 4,445	-	\$ -	27	\$ 4,445
E.2 Administrative Draft Housing Element	70	\$ 11,210	-	\$ -	70	\$ 11,210
E.3 Public Review Draft Housing Element	27	\$ 4,445	-	\$ -	27	\$ 4,445
E.4 Coordination with HCD	18	\$ 3,290	-	\$ -	18	\$ 3,290
Task F General Plan Amendment (As Required)						
F.1 General Plan Amendment Recommendation	32	\$ 5,680		\$ -	32	\$ 5,680
F.2 Hazard Mitigation Plan and Safety Element Update	8	\$ 1,350	50	\$ 6,894	58	\$ 8,244
Task G Environmental Documents						
G.1 Administrative Draft IS-MND	8	\$ 1,420	146	\$ 21,232	154	\$ 22,652
G.2 Public Review Draft IS-MND	8	\$ 1,420	40	\$ 6,162	48	\$ 7,582
G.3 Final IS-MND	4	\$ 675	34	\$ 5,002	38	\$ 5,677
Task H Final Project Deliverables						
H.1 Prepare Final Documents	38	\$ 6,050	-	\$ -	38	\$ 6,050
H.2 Meetings with Planning Commission and City Council	32	\$ 5,680	-	\$ -	32	\$ 5,680
Task I Prepare an ADU Ordinance	62	\$ 10,050	-	\$ -	62	\$ 10,050
Task J Community Meetings	86	\$ 15,430	-	\$ -	86	\$ 15,430
Task K Zoning Code Amendments						
Review and Recommendation	62	\$ 10,950	-	\$ -	62	\$ 10,950
Draft and Final Amendments	188	\$ 31,880	-	\$ -	188	\$ 31,880
<i>*Not to exceed with out authorization</i>						
TOTAL FEE + OPTIONAL TASKS	992	\$ 166,865	294	\$ 43,130	1,286	\$ 209,995
In-Person Meetings (instead of virtual) time and expenses: additional \$2000 per meeting						
Additional Virtual Meetings: \$5,140 per meeting						

EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS A

(insert behind this page)



LISAWIS-01

Item 8.

DATE (MM/DD/YYYY)

10/16/2020

CERTIFICATE OF LIABILITY INSURANCE

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 License # 0305584 Morris & Garritano Insurance Agency, Inc. PO Drawer 1189 San Luis Obispo, CA 93406	CONTACT Kim Garcia NAME: PHONE (A/C, No, Ext): (805) 543-6887 133 FAX (A/C, No): E-MAIL ADDRESS: kgarcia@morrisingarritano.com
INSURER(S) AFFORDING COVERAGE	
INSURED	NAIC #
Lisa Wise Consulting, Inc. 983 Osos Street San Luis Obispo, CA 93401	INSURER A: Sentinel Insurance Company 11000 INSURER B: Ohio Security Insurance Company 24082 INSURER C: Oak River Insurance Company 34630 INSURER D: Twin City Fire Insurance Company 29459 INSURER E: INSURER F:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	51SBAAC6582	12/29/2019	4/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BAS56524792	5/14/2020	5/14/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	X	LIWC115710	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liabl			51PG0282457	12/29/2019	4/1/2021	Per Claim \$ 2,000,000	
D	Professional			51PG0282457	12/29/2019	4/1/2021	Aggregate \$ 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Beaumont CA.
 See forms attached as triggered by written contract:
 GL: AI/PNC/WOS - SS 00 08 04 05;
 AL: AI/PNC/WOS - AC8543 0618;
 WC: WOS - WC990410C 0119.

CERTIFICATE HOLDER

City of Beaumont
 550 E. 6th Street
 Beaumont, CA 92223

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

[Handwritten Signature]

BUSINESS LIABILITY COVERAGE FORM**2. Applicable To Medical Expenses Coverage**

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED**1. If you are designated in the Declarations as:**

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:**a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1)** "Bodily injury" or "personal and advertising injury":
 - (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
 - (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
 - (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.
- (2)** "Property damage" to property:
 - (a)** Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CALIFORNIA BUSINESS AUTO COVERAGE
ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

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SECTION II - LIABILITY COVERAGE is amended as follows:

1. NEWLY FORMED OR ACQUIRED SUBSIDIARIES

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

- d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:
 - (1) Is a partnership or joint venture; or
 - (2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or
 - (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision d. does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 24, this policy is excess over any other collectible insurance.

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, Paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, Exclusion B.5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. **Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos".



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- a. You hire, rent or borrow; or
- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business, subject to the following limit and deductible:
 - a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
 - b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
 - c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
 - d. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
 - e. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$75 per disablement.
- b. For "light trucks", we will pay up to \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph **A.4.a. Coverage Extensions, Transportation Expenses** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500.

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.

- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension .
- f. No deductible applies to this coverage.
- g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.B.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph a. of the exception to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusions 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:
 - (1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and
 - (2) Designed to be solely operated by use from the power from the "auto's" electrical system; and
 - (3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.



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15. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)

- A. Paragraph C. Limit Of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - d. Transfer or rollover balances from previous loans or leases;
 - e. Final payment due under a "Balloon Loan";
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
 - g. Security deposits not refunded by a lessor;
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
 - i. Any amount representing taxes;
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. Additional Conditions

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

- C. SECTION V - DEFINITIONS** is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

16. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

17. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

18. TWO OR MORE DEDUCTIBLES

Under SECTION III - PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph D. Deductible :

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph B.2. is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

20. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A.2.a. is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) Member, if you are a limited liability company;
 - (4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (a) How, when and where the "accident" or "loss" took place;
- (b) The "insured's" name and address; and
- (c) The names and addresses of any injured persons and witnesses.

21. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

22. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B.7. Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.



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This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

23. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V - DEFINITIONS is amended as follows:

24. BODILY INJURY REDEFINED

Under **SECTION V - DEFINITIONS**, Definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description	Waiver Premium (prior to adjustments)
All CA Operations	350.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 04/01/2020

Policy No.: LIWC115710

Endorsement No.:

Insured:

Premium \$

Insurance Company: Oak River Insurance Company

Countersigned by _____



Staff Report

TO: City Council
FROM: Elizabeth Gibbs, Community Services Director
DATE May 18, 2021
SUBJECT: Purchase Order for Tolar Manufacturing, Inc. Not to Exceed \$55,825.28

Background and Analysis:

In 2019, Beaumont Transit secured funding through the Low Carbon Transportation Operations Program (LCTOP) for the improvement of the Walmart bus stop as well as two other stops in the downtown area of Beaumont. The Walmart bus stop project will involve two separate professional services for the shelter products and the demolition and reinstallation of concrete and facilities.

Tolar Manufacturing, Inc. (Tolar), has been identified as a public transportation manufacturer that can provide shelters and amenities with custom attributes specific to Beaumont’s configuration needs. The shelter products are exclusive to Tolar and is considered single source. An example of the product has been provided as Attachment B.

A separate award of contract for demolition and reinstallation of concrete and facilities will be brought for consideration once responses to the City’s request for proposals have been received and evaluated by City staff.

Fiscal Impact:

The purchase of the facilities and amenities for the Walmart bus stop located on Second Street is funded by LCTOP and State Transit Assistance Capital Project grant funds. This project is included in the 5-year Capital Improvement Project List for Fiscal Year 2021 as Transit Project T-03. The cost to prepare this staff report is estimated to be \$500.

Recommended Action:

Approve a purchase order to Tolar Manufacturing in an amount not to exceed \$55,825.28.

Attachments:

- A. Tolar Manufacturing Quote #20839PM
- B. Example shelter product



Quote No:	20839PM	Item 9.
Date:	04/29/21	
Quote Expires:	30 Days	
Sales Contact:	Patrick Merrick	
Phone:	951-547-8209	
Email:	pmerrick@tolarmfg.com	

Customer:	Project:
Celina Cabrera Management Analyst City of Beaumont 550 East 6th Street Beaumont, CA 92223	Beaumont Transit Hub- Walmart-Revised Sierra Shelters

Lead Time:	12 Weeks From receipt of signed written order, and all required approvals.
Terms:	Net 30 Days From Invoice Terms subject to change. Final terms to be determined based on credit history & bonding.

Item:	Qty:	Description:	Unit Price:	Ext. Price:
1	2	24' Sierra Series Dome Roof Transit Shelter with Media Display Kiosk (41041-00/41042-00)) featuring; Niagara Series Extrusion, bronze twinwall polycarbonate roof panels, perforated aluminum at the rear and full end wall, aluminum support posts, flat back-to-back media display kiosk with two side hinged display doors containing 3/16" clear tempered glass, super durable baked powder coat finish color RAL 7031 Blue Grey, adjustable leveling shoes, stainless steel anchors and all installation hardware hardware-lighting and seating quoted below - one shelter reversed with media display kiosk on the opposite side	\$ 12,850.00	\$ 25,700.00
2	1	Tolar USC RAD 170 providing UL listed dusk to dawn LED illumination under the shelter roof (dimming from midnight-4AM) and 8 hours of illumination in the media display kiosk after dusk, minimum 5 days autonomy-mounting kit RAL 7031 Blue Grey - for shelter without extension to map case	\$ 5,590.00	\$ 5,590.00
3	1	Tolar USC RAD 340 providing UL listed dusk to dawn LED illumination under the shelter roof (dimming from midnight-4AM) and 8 hours of illumination in the media display kiosk after dusk, 8 hours illumination in the free standing two door kiosk, minimum 5 days autonomy-mounting kit RAL 7031 Blue Grey - for shelter with extension to map case	\$ 6,780.00	\$ 6,780.00
4	4	8' Perforated metal bench, no back, three enhanced seat delineators, durable baked powder coat finish color RAL 7031 Blue Grey, stainless steel anchors	\$ 690.00	\$ 2,760.00
5	2	6' Tube Lean Bars (32505-121), delineator rings, durable baked powder coat finish color RAL 7031 Blue Grey, stainless steel anchors	\$ 640.00	\$ 1,280.00
6	4	Inverted U bike rack (14814-121), durable baked powder coat finish color RAL 7031 Blue Grey, stainless steel anchors	\$ 210.00	\$ 840.00
7	1	Four door information kiosk with branding banner, two side-by-side configuration back to back, aluminum construction, four side hinged doors with 3/16" clear tempered glass, durable baked powder coat finish color RAL 7031 Blue Grey, stainless steel anchors-lighting quoted above and tied to shelter solar illumination on Line 3	\$ 5,280.00	\$ 5,280.00
8	4	32 Gallon perforated metal trash receptacle with hinged lid, hard rubber liner (33208-121), durable baked powder coat finish color RAL 7031 Blue Grey, stainless steel anchors	\$ 640.00	\$ 2,560.00

Sub-Total:	\$ 50,790.00
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Phone:	951-547-8209	
Email:	pmerrick@tolarmfg.com	

Customer: Celina Cabrera Management Analyst City of Beaumont 550 East 6th Street Beaumont, CA 92223	Project: Beaumont Transit Hub- Walmart-Revised Sierra Shelters
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Item:	Qty:	Description:	Unit Price:	Ext. Price:
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Quote / Order Authorized By:	
Signature:	
Print Name:	
Date:	
PO No.	

ESTIMATED Freight:		
FIRM Freight:		\$ -
TOLAR Delivery:		\$ 750.00
CA State Sales Tax	7.75%	\$ 4,015.28
Total:		\$ 55,825.28

Pricing Notes:

- Local/State sales and/or use taxes are not included and are the responsibility of the purchaser, unless specified above.
- If requested, structural engineering calculations from a licensed engineer in the state of installation are additional cost of \$1,200.00 per design/model.
- Products are shipped knock down & unassembled in bulk packaging for unloading and installation by others. Hardware boxed by unit. Installation instructions are provided.
- Freight cost is an ESTIMATE ONLY. Freight is invoiced at actual cost, without mark up, at time of shipment, unless specified above.
- Client provides unloading at destination, including forklift and labor as necessary.
- Processing fee of 3% of total charge amount is additional and charged on all credit card payments.

Standard Terms and Conditions

These Terms and Conditions are attached to and incorporated by reference into the Proposal for products or services ("Proposal") provided by Tolar Manufacturing Company, Inc. ("we", "our" or "us").

- Drawings and Specifications:** All drawings and specifications submitted to our clients or potential clients are proprietary in nature and remain our property. They may be viewed, printed and distributed, without alteration, as reference for sales or for the process of specifying products for use. Detailed shop and erection drawings are provided to allow for field installation or repair. Sealed and stamped engineering calculations and drawings from an engineer licensed in the state of installation, if required, can be made available for an additional charge. Customers that provide their own drawing packages will retain ownership and be covered under a separate agreement.
- Vendor Status:** Tolar Manufacturing Company, Inc. is a vendor supplier of manufactured products; is not a subcontractor or contractor; and is not subject to retainage or liquidated damages for any reason.
- Payment Terms:** Payment terms for services rendered or products manufactured by us shall be determined by us based on our determination of the credit worthiness of buyer and may require a deposit at time of order. Products are invoiced as shipped.
- Late Payment Penalty:** Buyer agrees to pay a charge equal to the lesser of (i) the highest rate allowable by law or (ii) 1.5% per month (18% per annum) on the unpaid balance with respect to any late payments. In addition, buyer will pay all our costs and expenses, including actual attorney's fees, incurred in connection with enforcing the Proposal and/or collecting any past due payments. In the event buyer fails to make any payment when due, we have the right of setoff, the right to terminate the Proposal and/or to suspend further deliveries to buyer and the right to recover damages in addition to any other remedies available to us as a matter of law. Buyer has no right to setoff.
- Cancellation:** If an order is cancelled by buyer after receipt of order authorization, and cancellation fee of 10% of order value may be assessed to the buyer, in addition to an the cost of materials purchased for the order, which may be invoiced to the buyer at time of cancellation.
- Delivery, Title and Receipt:** Unless otherwise provided in the proposal, all shelters are prefabricated and shipped knock-down and in bulk format (not packaged individually) for ease of handling and fast on-site installation. Neither buyer nor consignee shall have the right to direct or re-consign the goods to any other destination without our consent. All sales of products are F.O.B. our plant. Risk of loss of the products shall transfer to buyer upon delivery of the products to the common carrier.
- Delivery Charges:** Unless otherwise provided in the Proposal, buyer shall bear all the costs of transportation, including without limitation loading, unloading, storage, and freight charge. All delivery quotes allow for an approximate 2-hour unload window for a full truck. If this window is exceeded, additional charges may apply. All price quotes given for delivery are based on estimates obtained at the time the quote was requested. Actual freight charges may vary.
- Delivery Dates:** Any delivery date(s) or period of delivery provided for in the Proposal is approximate and does not guarantee a particular date(s) or period of delivery. Estimated lead times are provided in the quote. Under no circumstances will we be liable for delay in delivery occasioned in whole or in part, by fire, flood, explosion, casualty, riot, strike, embargo, transportation delay, breakdown, accident, act of God or the public enemy, government authority, by our inability to secure materials, fuel, supply power or shipping space or any other circumstances beyond our reasonable control.



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Date:	04/29/21	
Quote Expires:	30 Days	
Sales Contact:	Patrick Merrick	
Phone:	951-547-8209	
Email:	pmerrick@tolarmfg.com	

Customer: Celina Cabrera Management Analyst City of Beaumont 550 East 6th Street Beaumont, CA 92223	Project: Beaumont Transit Hub- Walmart-Revised Sierra Shelters
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Lead Time:	12 Weeks From receipt of signed written order, and all required approvals.
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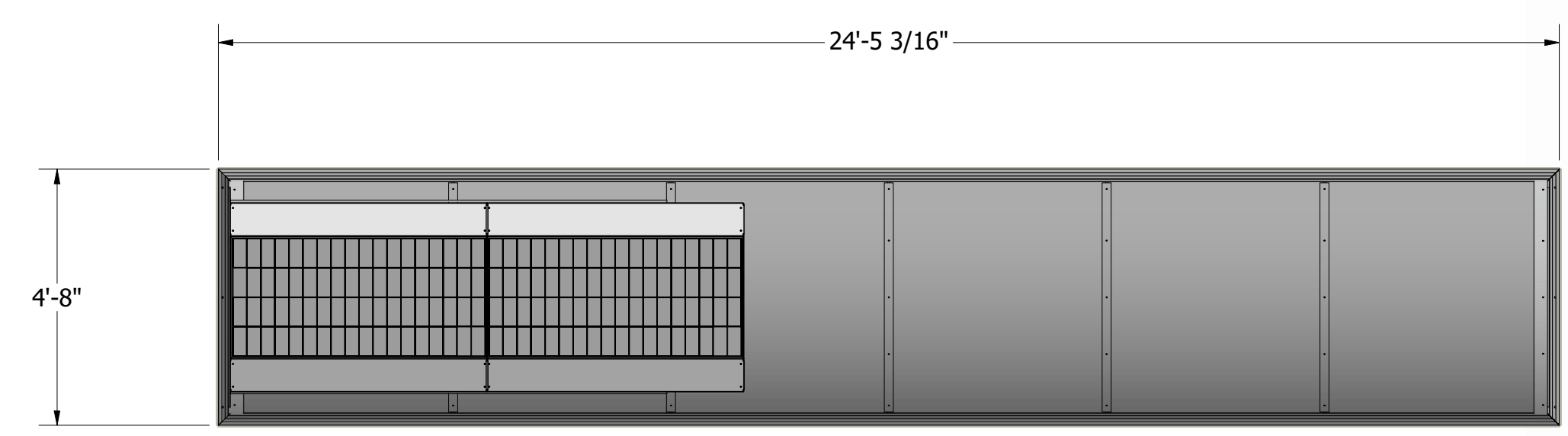
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9. Delayed Shipment: If buyer delays shipment, we may invoice for products when ready for shipment and, at our option, we may charge reasonable daily storage fees.
10. International Freight: We require the services of freight forwarder for all international shipments. Buyer may select the freight forwarder, subject to our approval. All fees, taxes and additional charges, in addition to the actual freight costs, are the responsibility of buyer.
11. Returns: Due to the custom nature of our products, we cannot accept returns and we cannot permit cancellations once work has commenced.
12. Manufacturer's Warranty: Our manufacturer's warranty is set forth in a separate document.
13. Limitation of Liability: WE ARE NOT LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO OUR OBLIGATIONS UNDER THE PROPOSAL, INCLUDING LOST PROFITS, LOSS OR USE, LOSS OF REVENUE OR COST OF CAPITAL. EXCEPT FOR PERSONAL INJURY OR DEATH DUE TO OUR MISCONDUCT, BUYER AGREES THAT THE TOTAL DAMAGES THAT CAN BE AWARDED IN ANY CLAIM BY BUYER RELATING TO OUR OBLIGATIONS UNDER THE PROPOSAL (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PAID BY BUYER TO US UNDER THE PROPOSAL. BUYER AGREES THAT THE ABOVE LIMITATIONS ON LIABILITY PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IF IT IS FOUND THAT BUYER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
14. Governing Law, Jurisdiction and Venue: The Proposal shall be governed by and construed in accordance with the laws of the State of California without reference to the choice of law principles thereof. Each party irrevocably submits to the jurisdiction of the Courts of the State of California and the United States District Court for the Central District of California.
15. Amendment: No amendments to these Terms and Conditions can be made unless submitted in writing to us and signed and accepted by our President or his designee.

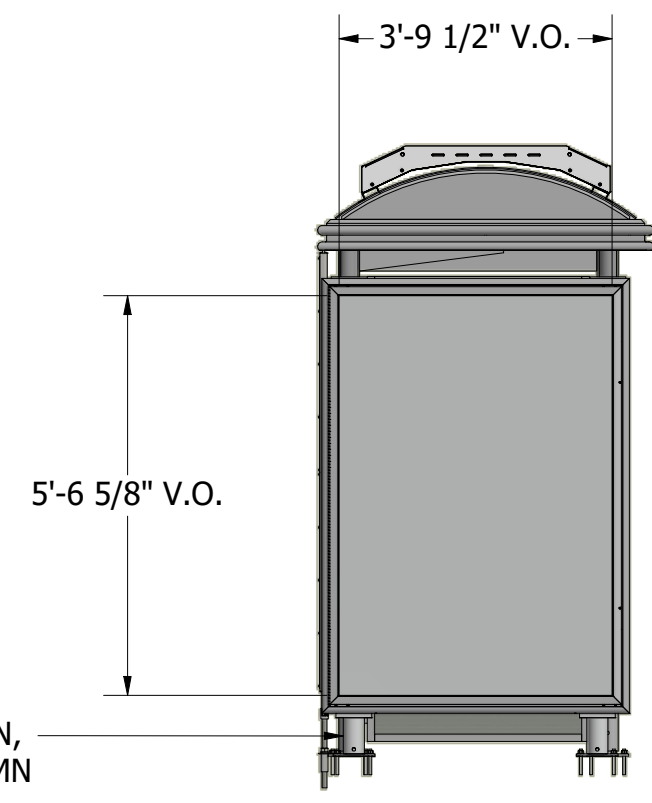
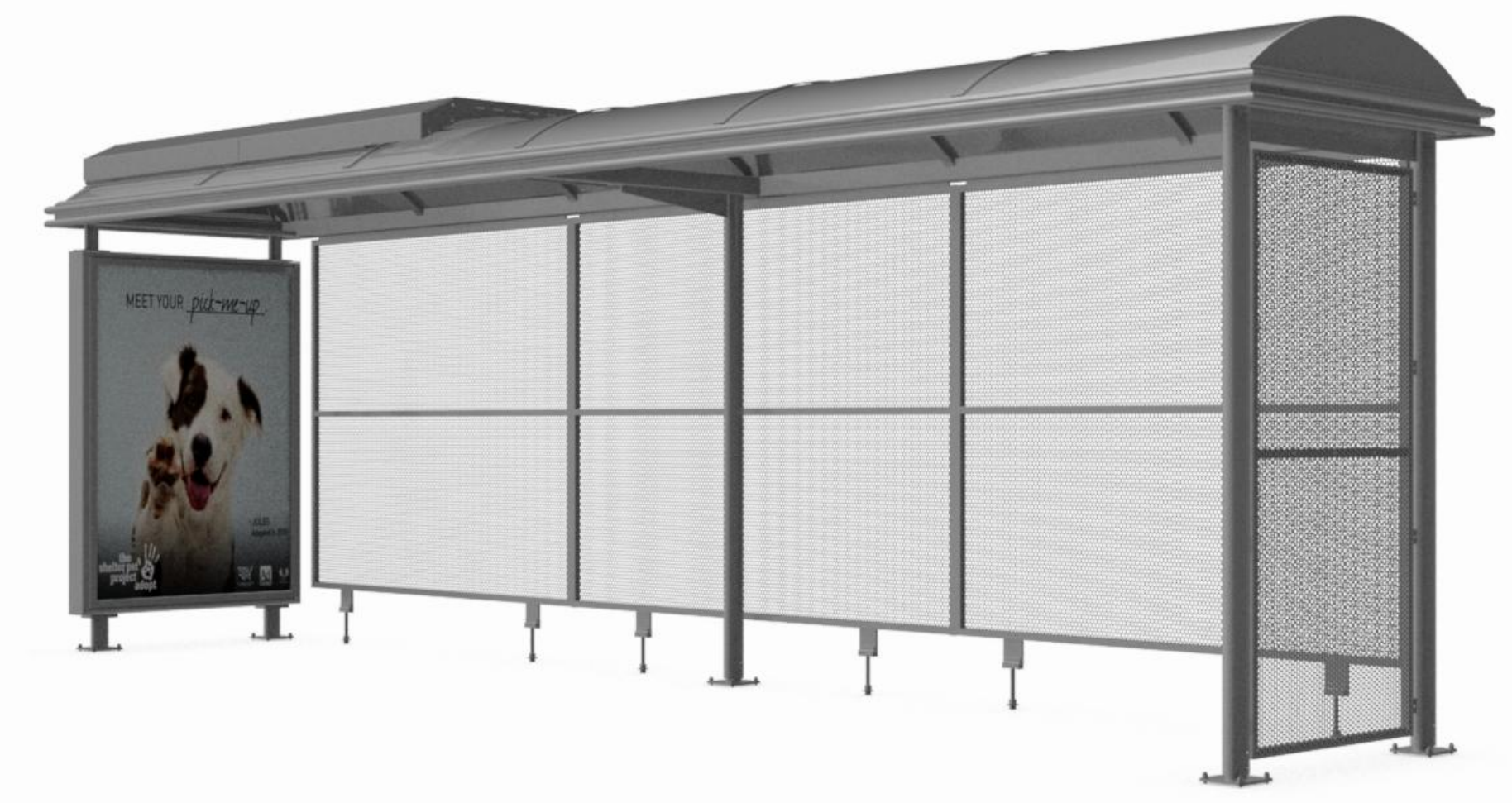
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GENERAL NOTES:

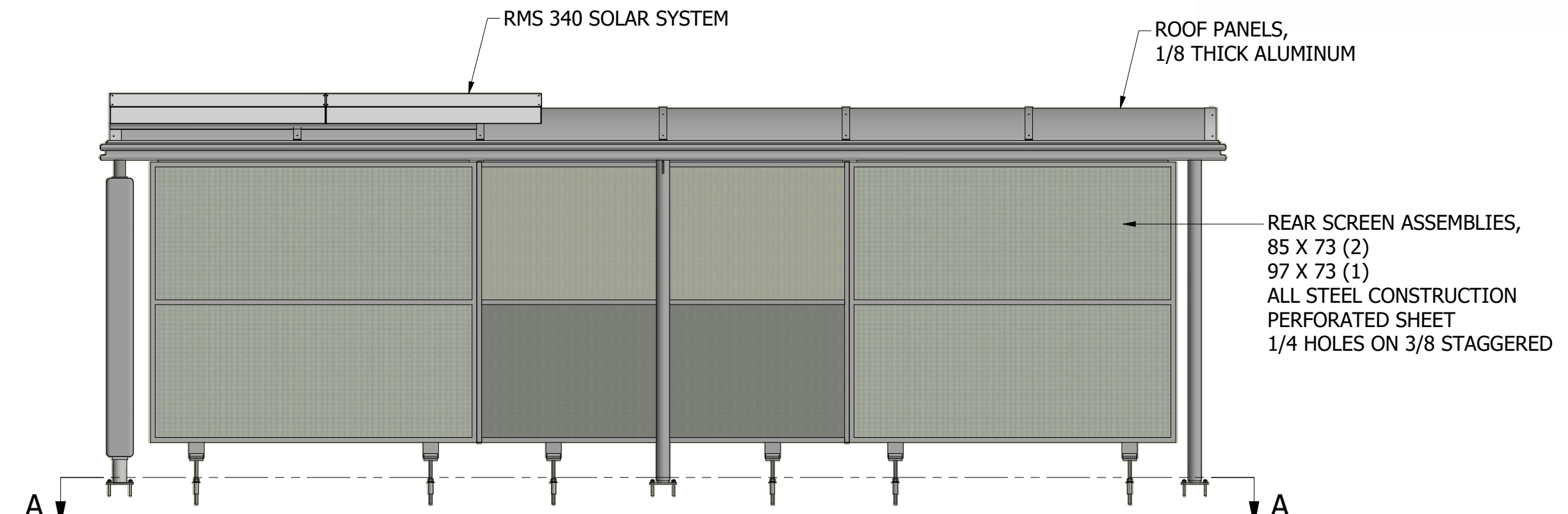
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2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 1-10. ELECTRODES SHALL CONFORM TO AWS 5.1, CLASS E70S-5.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 2-08. ELECTRODES SHALL CONFORM TO AWS/SFA 5.10 CLASS ER4043.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.
7. ALL CORPORATE PROCEDURES, INCLUDING FABRICATION, MUST BE IN COMPLIANCE WITH TOLAR MANUFACTURING CO. INC'S QUALITY CONTROL MANUAL
8. CONCRETE PAD SIZES SHOWN ARE STANDARD MINIMUM REQUIREMENTS AND ARE FOR REFERENCE ONLY. THE PAD MAY NEED TO BE REINFORCED OR ENLARGED DEPENDING ON LOCAL CODES AND LOADING CONDITIONS



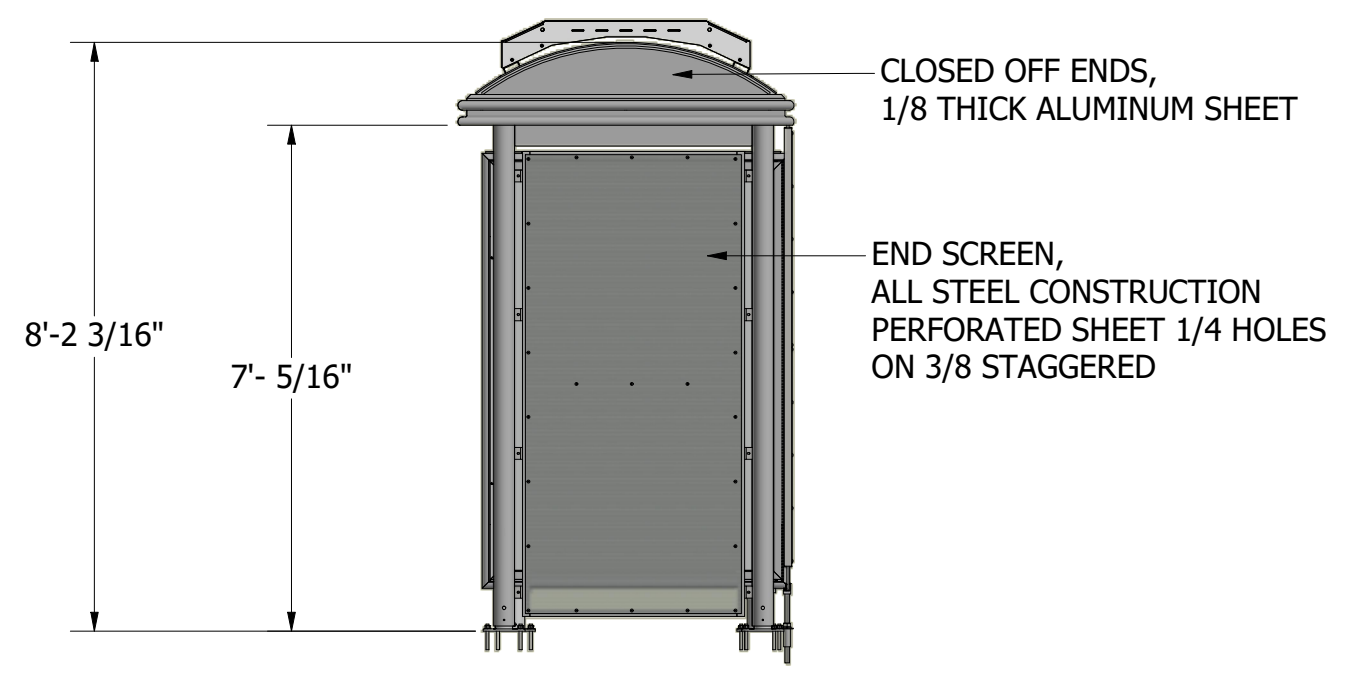
TOP VIEW
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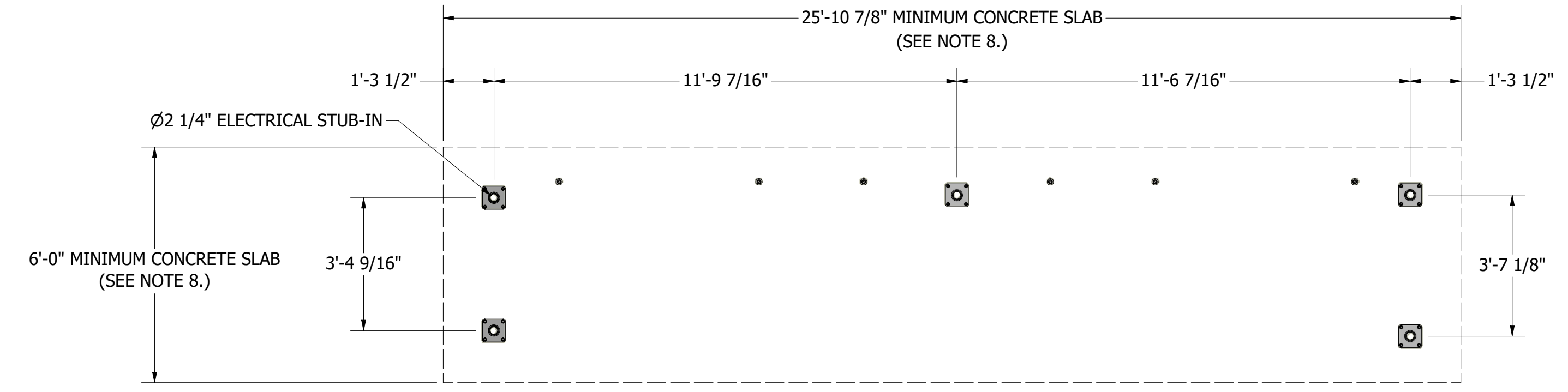
SIDE VIEW
SCALE 3/8"=1'-0"



FRONT VIEW
SCALE 3/8"=1'-0"



SIDE VIEW
SCALE 3/8"=1'-0"



SECTION A-A
FLOOR PLAN
SCALE 3/8"=1'-0"

THE DESIGN AND DRAWINGS REMAIN THE INTELLECTUAL PROPERTY OF TOLAR MFG. AND ARE PROTECTED BY LAW. THEY MAY NOT BE ALTERED, REPRODUCED OR USED FOR FABRICATION WITHOUT EXPRESSED WRITTEN CONSENT FROM TOLAR MFG. ALL DOCUMENTS TO BE RETURNED TO TOLAR MFG. AT COMPLETION OF WORK. CONTRACTOR TO SITE VERIFY ALL DETAILS AND DIMENSIONS AND REPORT ANY AND ALL DISCREPANCIES TO TOLAR MFG. BEFORE COMMENCING WITH THAT RELATED PORTION OF THE WORK.

TOLAR TOLAR MANUFACTURING COMPANY, INC
258 Mariah Circle, Corona CA. 92879

DESCRIPTION: 24"ADLDPM - SOLAR

CUSTOMER/VENDOR: BEAUMONT, CA

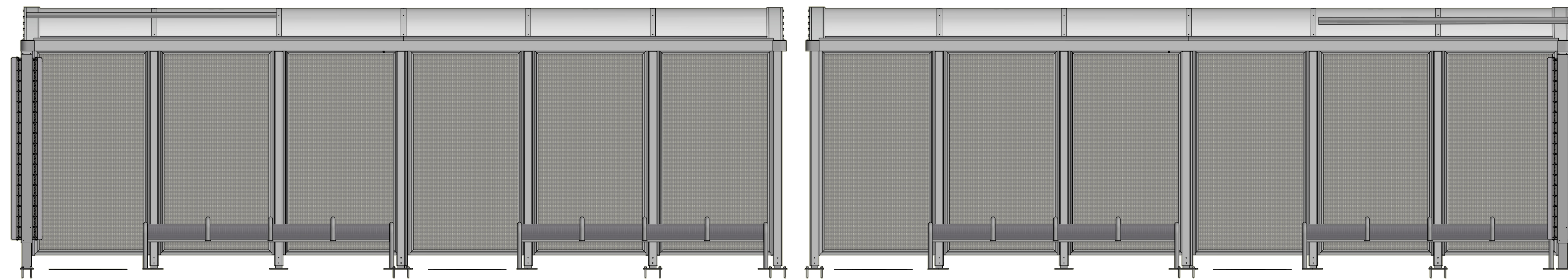
DATE: 4/28/2021

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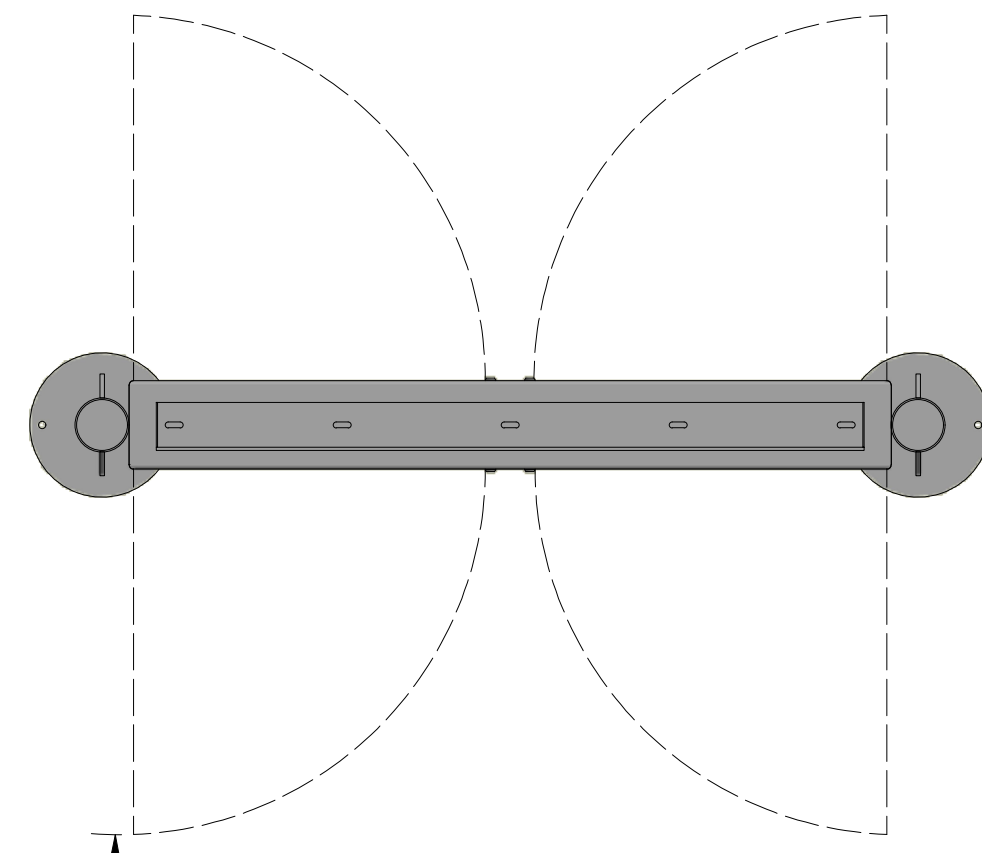
FRONT VIEW
 41036-00 (LEFT) & 41037-00 (RIGHT)
 SCALE 7/16"=1'-0"

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TOLAR		TOLAR MANUFACTURING COMPANY, INC	
258 Mariah Circle, Corona CA. 92879			
DESCRIPTION 24' AD LOW DOME NIAGARA SHELTER			
CUSTOMER/VENDOR BEAUMONT, CA		PAGE: 2 of 2	
SIZE D	MATL. VARIES	DWG NO. 41036-00	REV -
SCALE AS NOTED	DATE 4/27/2021	DRAWN BY: RFarr	

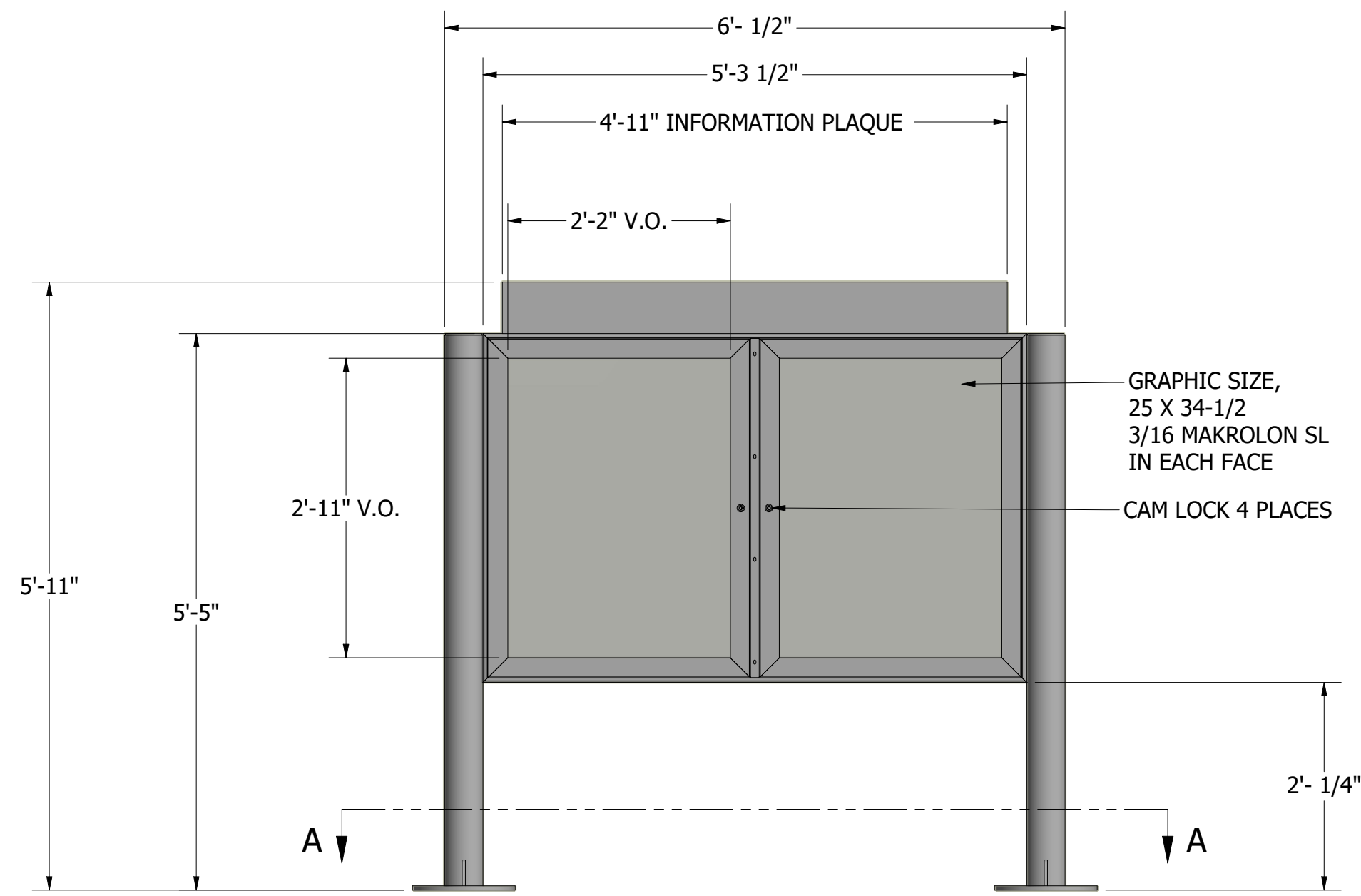
GENERAL NOTES:

1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5 OR GREATER.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 1-10. ELECTRODES SHALL CONFORM TO AWS 5.1, CLASS E70S-5.
5. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1. 2-08. ELECTRODES SHALL CONFORM TO AWS/SFA 5.10 CLASS ER4043.
6. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING COMPANY, INC. FACILITY.
7. ALL CORPORATE PROCEDURES, INCLUDING FABRICATION, MUST BE IN COMPLIANCE WITH TOLAR MANUFACTURING CO. INC'S QUALITY CONTROL MANUAL
8. CONCRETE PAD SIZES SHOWN ARE STANDARD MINIMUM REQUIREMENTS AND ARE FOR REFERENCE ONLY. THE PAD MAY NEED TO BE REINFORCED OR ENLARGED DEPENDING ON LOCAL CODES AND LOADING CONDITIONS

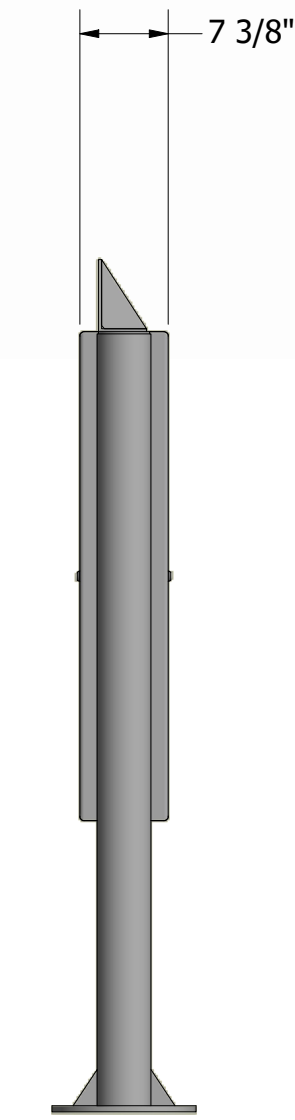


TOP VIEW
SCALE 3/4"=1'-0"

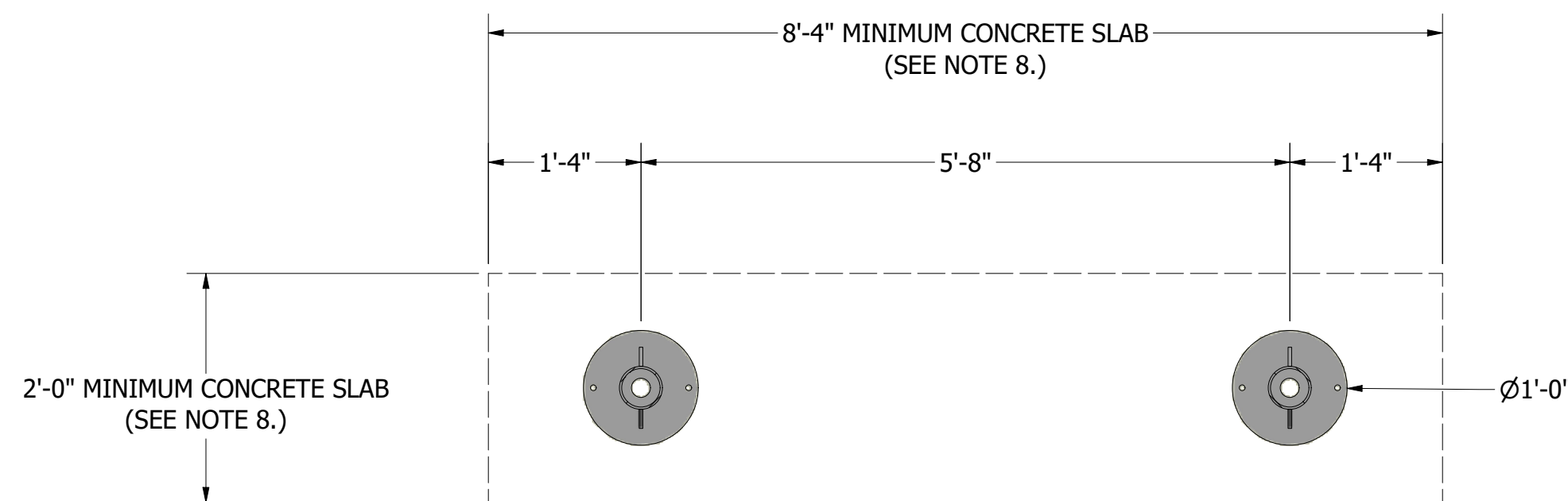
R2'-6 7/16" DOORS SWING OUTWARDS



FRONT VIEW
SCALE 3/4"=1'-0"



SIDE VIEW
SCALE 3/4"=1'-0"



SECTION A-A
SCALE 3/4"=1'-0"



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DESCRIPTION FLAT FREE-STANDING KIOSK, 4 DOOR			
CUSTOMER/VENDOR BEAUMONT, CA		PAGE: 1 of 1	
SIZE D	MATL VARIES	DWG NO. 41047-00	REV -
SCALE AS NOTED	DATE 4/28/2021	DRAWN BY: RFarr	



Staff Report

TO: Mayor, and City Council Members

FROM: Jeff Hart, Public Works Director

DATE: May 18, 2021

SUBJECT: **Highland Springs Interchange Project Update and Recommendation for Approval of the First Contract Amendment Authorizing the Project Approval and Environmental Document Phase (PA/ED)**

Background and Analysis:

On September 17, 2019, City Council approved a cooperative agreement between the Riverside County Transportation Commission (RCTC), the City of Banning, and the City of Beaumont for the preparation of a Project Study Report (PSR) for the Highland Springs Interchange (Project). The Project is located adjacent to and within the jurisdictional boundaries of both the City of Banning and the City of Beaumont.

City staff has been actively working with design and traffic consultants for the Project as well as staff from the City of Banning, RCTC, and Caltrans to develop the potential four alternatives for the Project moving forward, five if you include the required “No-Build” option. The 5 alternatives studied in the PSR are as follows:

1. No Build,
2. Hook Ramps:
 - a. Option A – New westbound on-ramp from Joshua Palmer Way east of Highland Springs Avenue,
 - b. Option B – New westbound on-ramp from Joshua Palmer Way at intersection with Apex Street,
3. Diverging Diamond Interchange with crossover before Union Pacific Railroad Structure, and
4. Diverging Diamond Interchange with crossover after Union Pacific Railroad Structure.

The first draft of the PSR was submitted to Caltrans in April 2021 and is currently under review. It is anticipated that the PSR will obtain approval in August 2021.

The Western Riverside Council of Governments is utilizing \$2 million towards this Project contributed by the City of Beaumont pursuant to its settlement agreement with them to resolve the TUMF dispute. Current projections are that approximately \$500,000 will have been expended to complete the PSR. Banning, Beaumont, and RCTC are now recommending that the original cooperative agreement be amended to include the project approval and environmental document (PA/ED) phase. It is anticipated that the remainder of Beaumont's original \$2 million contribution is sufficient to complete both the PSR and PA/ED phases of the Project.

Fiscal Impact:

The cost of preparing the staff report is estimated to be \$750.

Recommended Action:

Receive and file the Highland Springs Project update, and
Authorize the Mayor to execute Amendment No. 1 to the Cooperative Agreement between RCTC, the City of Banning, and the City of Beaumont to include the project approval and environmental document phase.

Attachments:

- A. Amendment No. 1 to the Cooperative Agreement between RCTC, the City of Banning, and the City of Beaumont

**AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT
BETWEEN**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION,
CITY OF BANNING AND CITY OF BEAUMONT**

**FOR THE MANAGEMENT OF THE I-10/HIGHLAND SPRINGS AVENUE
INTERCHANGE PROJECT STUDY REPORT
AND TO INCLUDE
APPROVAL AND ENVIRONMENTAL DOCUMENT (PA/ED) PHASE**

1. Parties and Date. This Amendment No. 1 to the Cooperative Agreement is made and entered into this ____ day of _____, 2021, by and between the Riverside County Transportation Commission (RCTC), City of Banning (Banning) and City of Beaumont (Beaumont).

2. Recitals.

2.1 RCTC and the Cities of Banning and Beaumont (collectively, Cities) have entered into an agreement entitled "Cooperative Agreement Between Riverside County Transportation Commission, City of Banning, and City of Beaumont for the Preparation of the Highland Springs Interchange Project Study Report" dated September 10, 2019 (Master Agreement).

2.2 The Master Agreement established RCTC as the lead agency for the preparation of the Project Study Report (PSR) for the Highland Springs Interchange (Project) to be funded with \$2,000,000 in funds allocated by Western Riverside Council of Governments (WRCOG).

2.3 WRCOG allocated the above referenced funding amount pursuant to Agreement No. 20-72-018-00 between WRCOG and RCTC.

2.4 It is anticipated that RCTC will complete the PSR for the Project in June 2021, at a total cost of approximately \$500,000. WRCOG has approved reallocation of the funds remaining from the PSR phase (approximately \$1,500,000) to the Project Approval and Environmental Document (PA/ED) phase of the Project.

2.5 WRCOG and RCTC have entered into a Funding Agreement allocating approximately \$1,500,000 for the PA/ED phase of the Project.

2.6 The Cities of Banning and Beaumont have requested that RCTC be the lead agency for the preparation and management of the PA/ED phase of the Project.

2.7 RCTC has agreed to act as the lead agency for the PA/ED phase of the Project.

2.8 The Parties now desire, pursuant to this Amendment No. 1, to memorialize the funding reallocation approved by WRCOG for the PA/ED phase, and to include the PA/ED phase under the Master Agreement.

3. Terms.

3.1 Capitalized terms used in the Master Agreement and not otherwise defined in this Amendment No. 1 shall have the meanings as set forth in the Master Agreement.

3.2 Recital 2.2 of the Master Agreement shall be amended to include the following:

WRCOG and RCTC will reallocate the funds remaining from the PSR phase (approximately \$1,500,000) to the Project Approval and Environmental Document (PA/ED) phase of the Project.

3.3 Section 3.1 of the Master Agreement shall be amended to include a new Section 3.1(C) to read as follows:

C. Administration of PA/ED Phase for Highland Spring Interchange Project.

RCTC shall administer, as lead agency, the PA/ED phase for the Project (PA/ED work) solely using funds allocated by WRCOG. The Parties agree that RCTC shall not have any obligation to fund the administration of the PA/ED work using its own funds. In the case that additional funds are needed to complete the PA/ED work, the source of funding for such work needed beyond the funding described in Section 2.2 or any other phases of the Project, or construction of any portion or all of the Project, shall be by separate agreement(s).

RCTC shall continue management activities for Project consultants, and shall award consultant contracts as required for the PA/ED work. RCTC shall complete the PA/ED work within the Term of this Agreement, as provided in Section 3.2, unless extended by mutual agreement of the Parties.

The Cities may elect to provide independent quality assurance (IQA) for the PA/ED work.

3.4 The term of the Master Agreement, as set forth in Section 3.2, shall be extended, for purposes of completion of the PA/ED work, through December 31, 2024, or until written agreement by the Parties that the PA/ED work has been completed, unless earlier terminated as provided in the Master Agreement.

3.5 Section 3.4, Cooperation, and 3.5, Reporting, of the Master Agreement shall be amended to provide that the obligations set forth in these provisions apply to the PA/ED work to the same extent as the same apply to the PSR.

3.6 This Amendment No. 1 is in all respects governed by California law and venue for any dispute shall be in Riverside County.

3.7 The recitals set forth above are true and correct and are incorporated by reference into this Amendment No. 1 as though fully set forth herein.

3.8 Except as amended by this Amendment No. 1, all provisions of the Master Agreement, including without limitation the indemnity provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1.

3.9 This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

3.10 A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

[Signatures on following page]

**SIGNATURE PAGE
TO
AMENDMENT NO. 1
COOPERATIVE AGREEMENT
FOR THE MANAGEMENT OF THE I-10/HIGHLAND SPRINGS AVENUE
INTERCHANGE PROJECT STUDY REPORT
AND TO INCLUDE
APPROVAL AND ENVIRONMENTAL DOCUMENT (PA/ED) PHASE**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the date first set forth above.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

CITY OF BANNING

By: _____
Anne Mayer, Executive Director

By: _____
Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
Counsel to the Riverside County
Transportation Commission

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

<p>CITY OF BEAUMONT</p> <p>By: _____</p> <p>Title: _____</p>
<p>APPROVED AS TO FORM:</p> <p>By: _____</p> <p>Title: _____</p>
<p>ATTEST:</p> <p>By: _____</p> <p>Title: _____</p>

I-10 HIGHLAND SPRINGS INTERCHANGE IMPROVEMENT PROJECT

Beaumont City Council

May 18, 2021

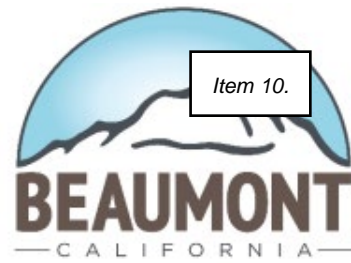
David Lewis, RCTC Capital Projects Manager



Background

- September 2019 – RCTC, City of Beaumont, and City of Banning entered into Cooperative Agreement to prepare Highland Springs Interchange PSR
- Western Riverside Council of Governments provided \$2 million in TUMF Zone funding
- March 2020 – PSR-PDS started





Anticipated Schedule

PSR

- March 2020 – August 2021

PA/ED

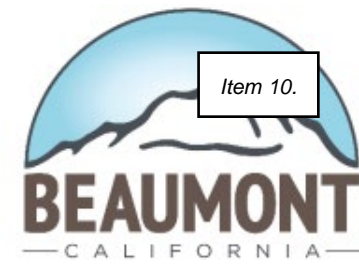
- 2 years

PS&E

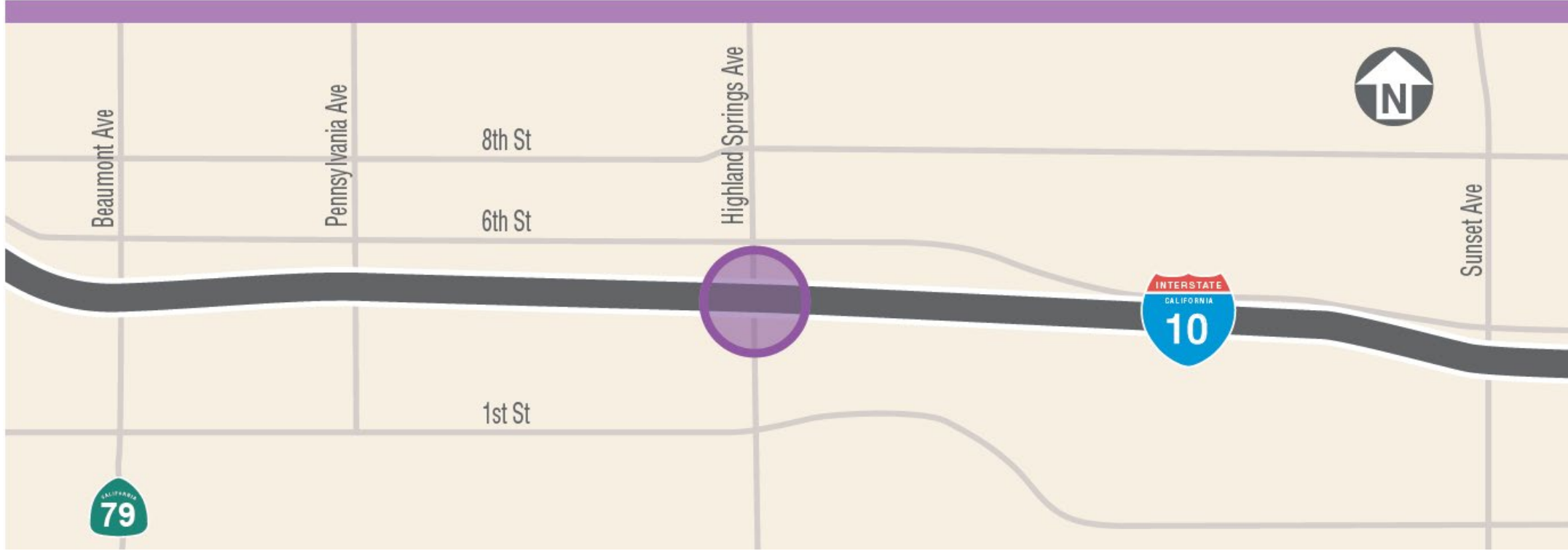
- 2 years

Construction

- 2 years



Project Location



PSR-PDS Alternatives Studied

1. No Build
2. Hook Ramps:
 - Option A – New westbound on-ramp from Joshua Palmer Way east of Highland Springs Avenue
 - Option B – New westbound on-ramp from Joshua Palmer Way at intersection with Apex Street
3. Diverging Diamond Interchange with crossover before Union Pacific Railroad Structure
4. Diverging Diamond Interchange with crossover after Union Pacific Railroad Structure

Alts 2, 3, and 4 also include acceleration and deceleration lanes on eastbound and westbound I-10

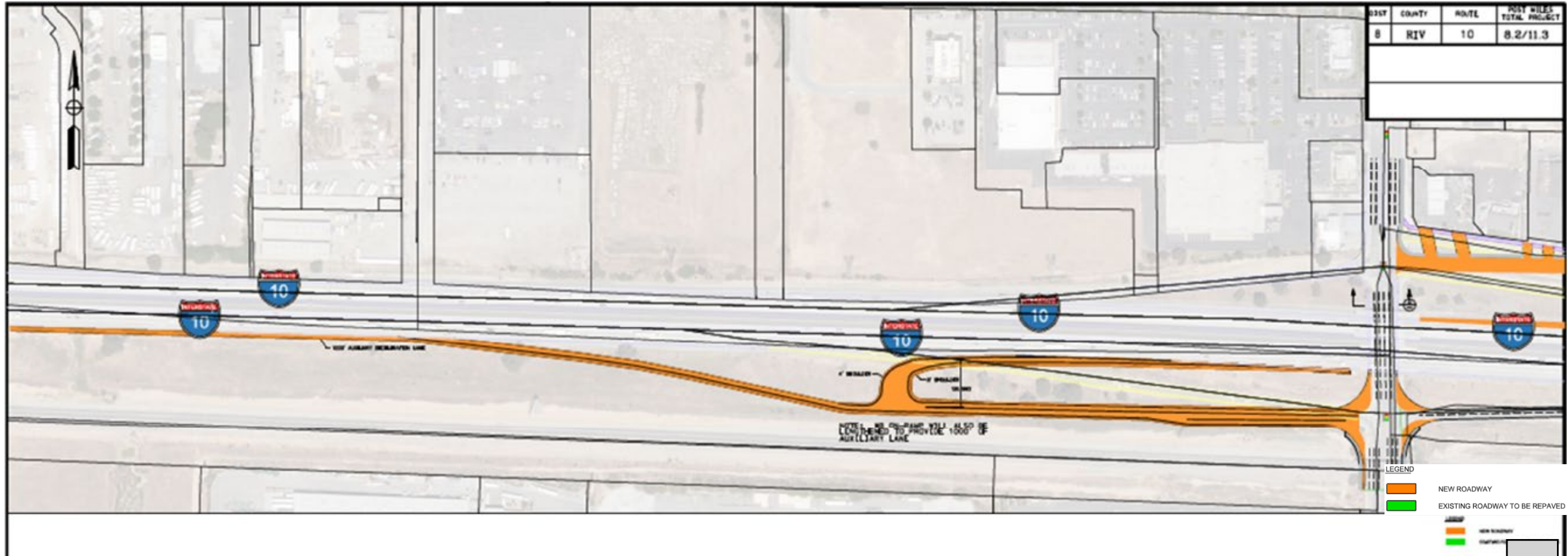
PSR-PDS Highlights

- First draft submitted to Caltrans for review and comment, April 6, 2021
- Alternatives 3 and 4 provide higher traffic Level of Service than other alternatives
- Anticipated Environmental Document
 - CEQA – Initial Study with Proposed Mitigated Negative Declaration (IS/MND)
 - NEPA – Environmental Assessment with Finding of No Significant Impact (EA/FONSI)



Alternatives 2A & 2B

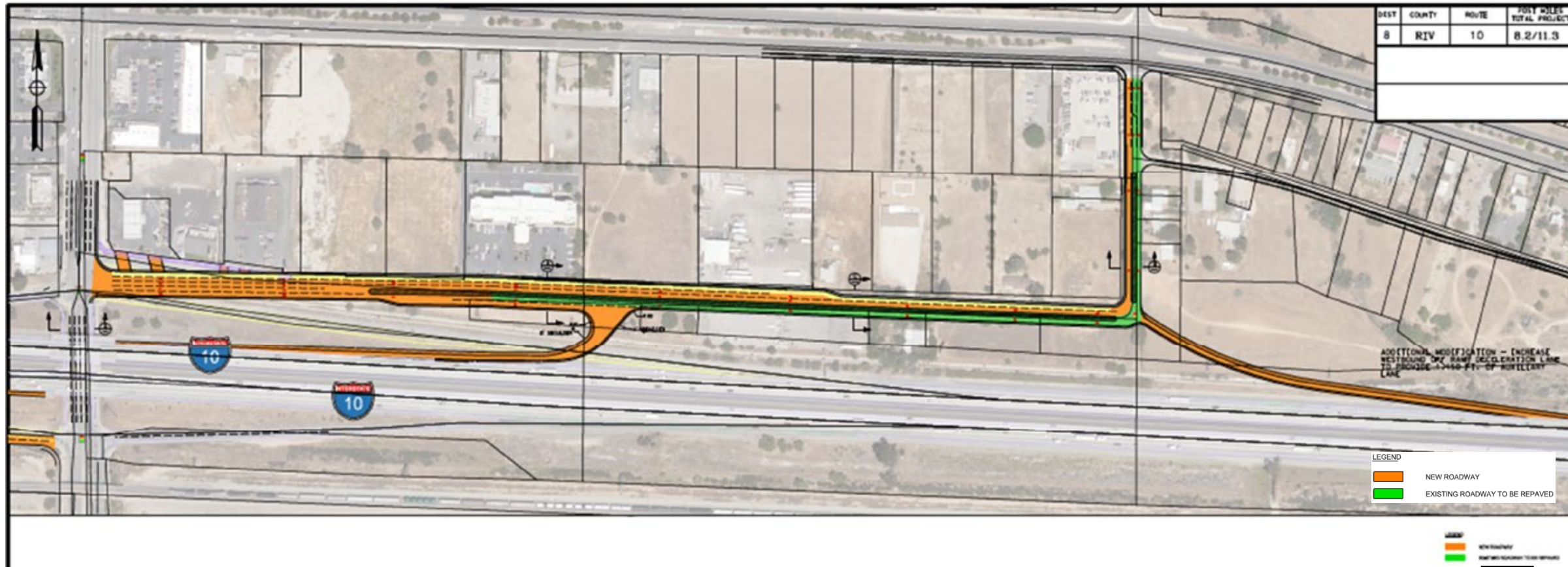
I-10 Eastbound Proposed Improvements





Alternative 2A

I-10 Westbound Proposed Improvements





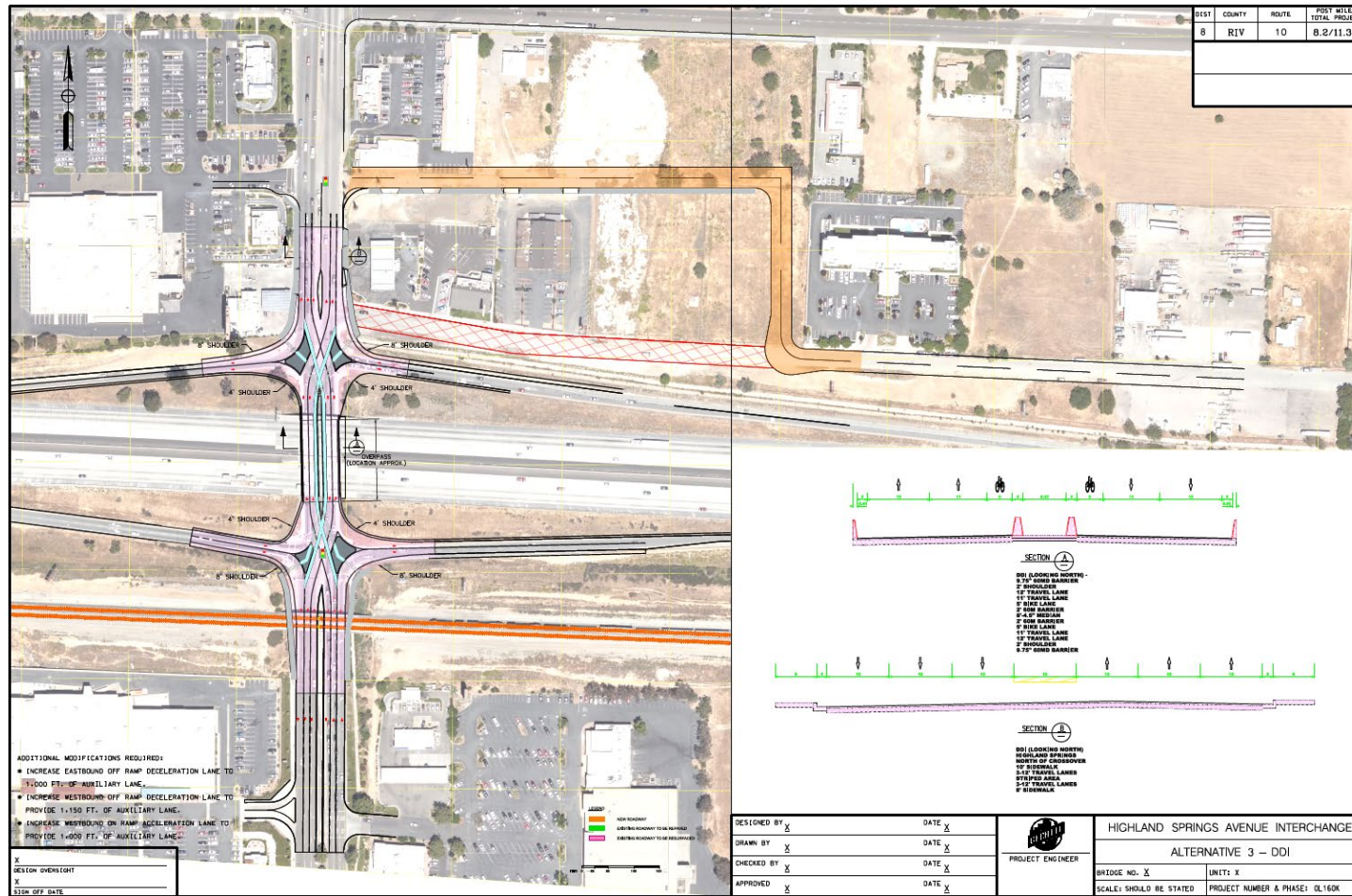
Alternative 2B

I-10 Westbound Proposed Improvements



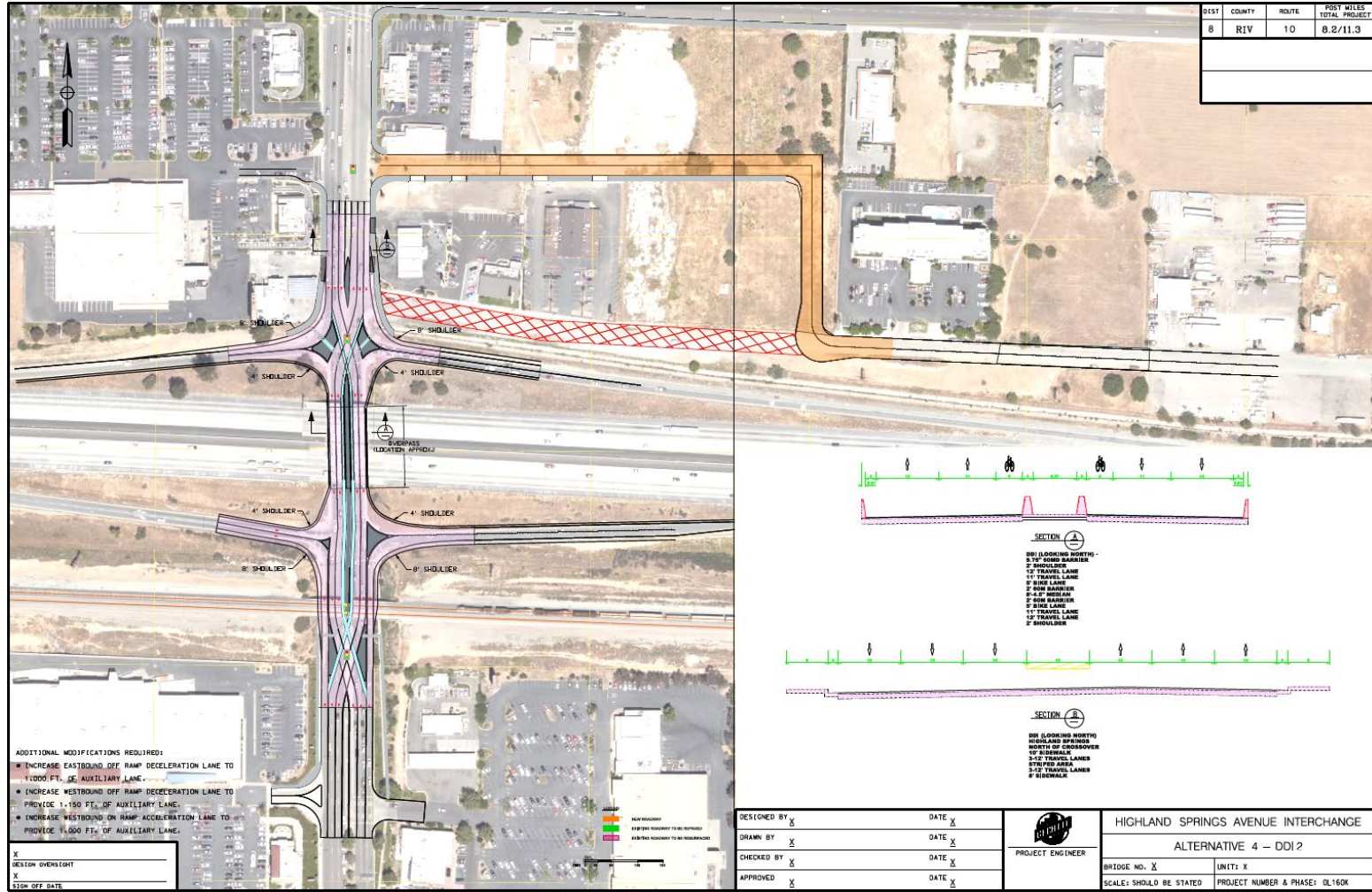


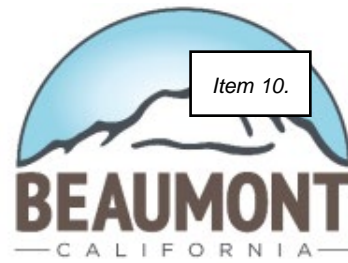
Alternative 3





Alternative 4





Path Forward

- Caltrans approval of PSR-PDS in August 2021
- \$1.5 million remaining balance can be used for PA/ED
- PA/ED Amendment to Cooperative Agreement with RCTC, City of Beaumont and City of Banning
- Procure consultant team to perform PA/ED
- Begin PA/ED in December 2021

QUESTIONS





Staff Report

TO: City Council

FROM: Jeff Hart, Public Works Director

DATE May 18, 2021

SUBJECT: Direction to City Staff for the Conceptual Street Vacation of Veile Avenue Between Luis Estrada Road and Sixth Street

Background and Analysis:

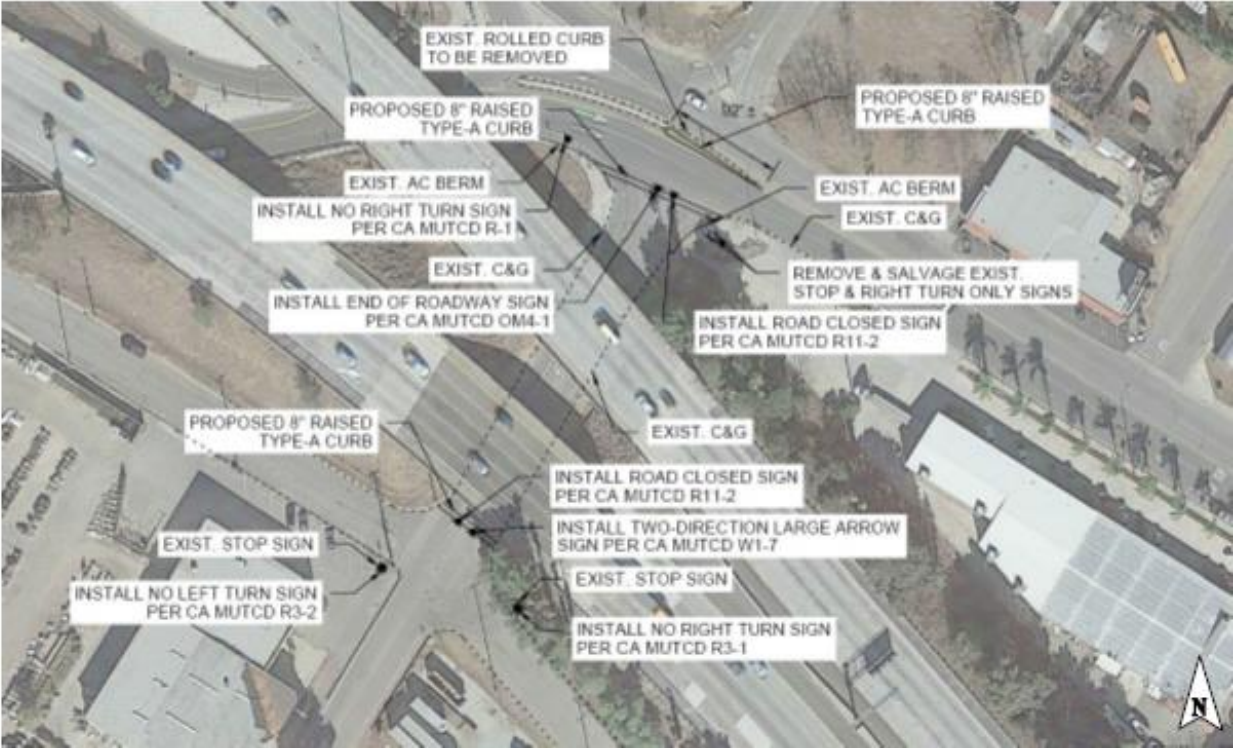
In response to traffic, safety, and public concerns regarding Veile Avenue, City staff engaged Minagar and Associates, the City's contracted traffic engineer, to conduct an analysis of existing traffic conditions (see Attachment A). The analysis was intended to study various options to alleviate concerns regarding illegal left turns from northbound Veile Avenue to westbound Sixth Street and safety impacts from truck traffic making southbound turns onto Veile from eastbound Sixth Street.

Sixth Street is the main street that connects Interstate 10 West (I-10) and State Route 60 West (SR-60) in the City of Beaumont, while Veile Avenue has only one lane which is separated by yellow striping. The traffic movements on Sixth Street are free and Veile Avenue northbound is controlled by a stop sign to enter onto Sixth Street. Sixth Street has two through lanes including a de-facto right turn lane for the westbound on ramp to I-10 at the intersection of Sixth Street and Veile Avenue.



Minagar and Associates conducted a field data collection study on September 9, 2020, and again on March 11, 2021, to determine peak hour traffic volumes. A.M. peak hour is defined as the highest one-hour volume between 7:00 – 9:00 A.M., and P.M. peak hour is defined as the highest one-hour volume between 4:00 – 6:00 P.M. The analysis also included the highest traffic volume between 11:00 A.M. – 1:00 P.M. to ensure there was no deviation to the expected peak.

Based upon the analysis, it was determined that the closure of Veile Avenue between Luis Estrada Road and Sixth Street would not yield any degradation in level of service to either intersection. Additionally, the intersections of Sixth Street and California Avenue, Fifth Street and California Avenue, Luis Estrada Road and California Avenue, and Fourth Street and California Avenue were also analyzed and would not be expected to see any degradation in level of service due to the closure of Veile Avenue. City staff has also confirmed that this segment of Veile Avenue is not on the National Highway System and is therefore within the City’s jurisdiction to determine whether the closure is warranted (Attachment B). Therefore, City staff is requesting City Council direction to close vehicular access of Veile Avenue between Luis Estrada Road and Sixth Street in accordance with the following figure.



Fiscal Impact:

The cost of preparing the staff report is estimated to be \$1,000.

Recommended Action:

Direction to City staff for the conceptual street vacation of Veile Avenue between Luis Estrada and Sixth Street.

Attachments:

- A. Feasibility study for potential closure
- B. Research of roadway classification

TO#54

Feasibility Study for Potential Closure on Veile Ave from Luis Estrada Road to W 6th Street in the City of Beaumont, CA



PREPARED FOR:



City of Beaumont

Department of Public Works
550 E. 6th Street
Beaumont, CA 92223



PREPARED BY:



MINAGAR & ASSOCIATES, INC.

Traffic/Civil/Electrical Engineering – ITS – Transportation Planning – CEM
23282 Mill Creek Drive, Suite 120
Laguna Hills, CA 92653
Tel: (949)707-1199
Web: www.minagarinc.com



March 18, 2021

TECHNICAL MEMORANDUM

To: Jeff Hart, PE
Public Works Director/City Engineer, City of Beaumont

From: Fred Minagar, MS, PE, RCE, FITE
City Traffic Engineer, Principal, Minagar & Associates, Inc.

Date: March 18, 2021

Re: Feasibility Study for Potential Closure on Veile Ave from Luis Estrada Rd to W 6th St

Executive Summary:

The City of Beaumont requested from Minagar & Associates, Inc. to conduct a study of the existing traffic conditions on Veile Ave, Luis Estrada Rd, and 6th St to validate the potential closure on Veile Ave from Luis Estrada Rd to W 6th St and installation of a new 8" raised Type-A median curb on 6th St Eastbound/Westbound at Veile Ave.

Minagar & Associates' staff collected the existing traffic volumes and field data for the intersections of Veile Ave at W. 6th St and Luis Estrada Rd at Veile Ave. The collected data was analyzed utilizing the latest microcomputer modeling software to assess before and after the proposed geometry improvements. It is therefore, concluded that by implementing and constructing the aforementioned improvements the vehicular safety of the subject intersections shall be enhanced. Additionally by physically restricting all the left turn movements from the intersection of Veile Ave and 6th St, the number of potential traffic accidents shall be eliminated. The Level of Service (LOS) of the subject intersections shall remain at the excellent LOS "A" with all the proposed physical improvements.

Background:

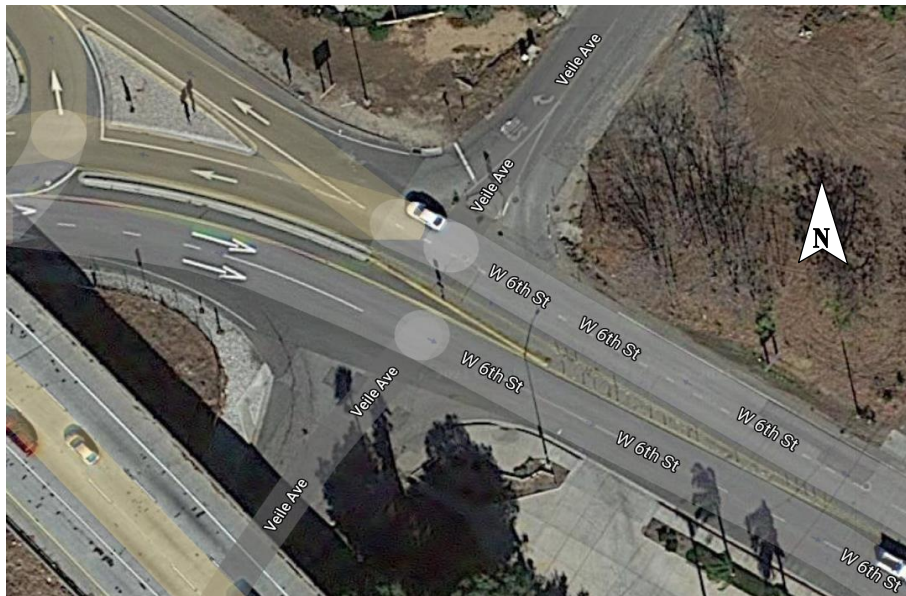


Figure 1 – Existing Geometric Condition of 6th St and Veile Ave

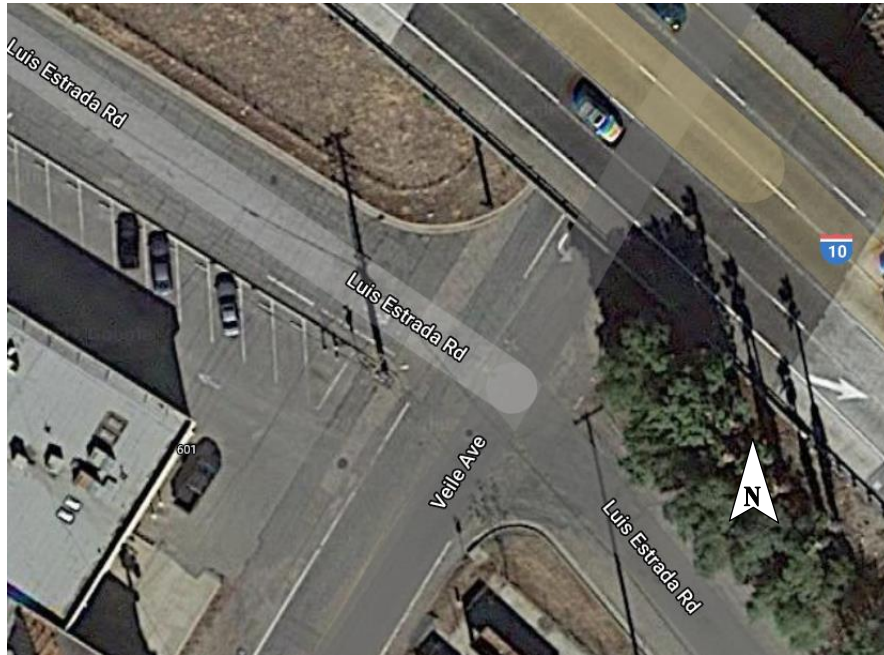


Figure 2 – Existing Geometric Condition of Luis Estrada Rd and Veile Ave

The City of Beaumont requested that Minagar & Associates, Inc. study the prevailing traffic conditions at the unsignalized intersections of 6th St and Veile Ave, and Luis Estrada Rd and Veile Ave in order to validate the potential closure on Veile Ave from Luis Estrada Rd to W 6th St and installation of a new 8" raised Type-A median curb on 6th St Eastbound/Westbound at Veile Ave.

Analysis:

6th St is the main street that connects Interstate 10 West and State Route 60 West in the City of Beaumont while, Veile Ave has only one lane which is separated by yellow striping as shown in Figure 1. Where the traffic movements on 6th St are free and Veile Ave Southbound is controlled by a STOP sign to enter into the freeway. 6th St has two through lanes including a de-facto right turn lane for the Westbound and Eastbound at the intersection of 6th St and Veile Ave. While, Veile Ave has one lane for only Right Turn, which is shown in the Figures 3 and 4 with multiple traffic control devices. Figures 5 and 6 illustrate the existing conditions of the Westbound and Eastbound 6th St.

At the intersection of Veile Ave and Luis Estrada Rd, the traffic movements on Veile Ave are free and Luis Estrada Rd Eastbound and Westbound are controlled by a STOP sign. Luis Estrada Rd has one shared lane at Veile Ave. Southbound Veile Ave has one shared through lane and one left turn lane and Northbound Veile Ave has one shared through/left lane including a de-facto right turn lane. Figures 7 and 8 illustrate the existing conditions of Luis Estrada Rd, and Figures 9 and 10 illustrate the existing conditions of Veile Ave.

Minagar & Associates, Inc. conducted the field data collection at the 6th St and Veile Ave intersection for a typical weekday (Wednesday) on September 9, 2020, and at Luis Estrada Rd and Veile Ave intersection for a typical weekday (Thursday) on March 11, 2021. The data collection was comprised of traffic volumes covering the AM peak (7:00 AM - 9:00 AM), Midday

peak (11:00 AM - 1:00 PM) and PM peak (4:00 PM - 6:00 PM) hours. The raw traffic counts were organized into three sets of peak hours that included intersection turning movement volumes, lane geometries and traffic control parameters, were used to prepared traffic volume reports for the existing and proposed conditions utilizing the latest microcomputer software Synchro - 10.

Three peak-hour Level of Service (LOS) analyses were performed to evaluate the traffic service levels under the existing and proposed conditions with the road closure on Veile Ave from Luis Estrada Rd to W 6th St and a new 8" raised Type-A median curb at Veile Ave Northbound and 6th St Eastbound/Westbound respectively.

The Synchro computer analysis was based on the 2000 Highway Capacity Manual, which defines LOS using 6 levels, with LOS "A" having the best-operating conditions and LOS "F" having the worst operating conditions. Level of Service is dependent on the amount of time delay and type of roadway the LOS criteria are being applied to, with thresholds set for each LOS grade. Table 1 below summarizes the thresholds for each level.

Table 1: Level of Service Threshold Summary

Level of Service	Delay Value (seconds) for Unsignalized Intersection	Delay Value (seconds) for Signalized Intersection
A	0.0 to 10.0	0.0 to 10.0
B	>10.0 to 15.0	>10.0 to 20.0
C	>15.0 to 25.0	>20.0 to 35.0
D	>25.0 to 35.0	>35.0 to 55.0
E	>35.0 to 50.0	>55.0 to 80.0
F	>50.0	>80.0



Figure 3 - Existing Traffic Control Devices and Striping at Northbound Veile Ave



Figure 4 - Existing Traffic Control Devices and Striping at Southbound Veile Ave



Figure 5 - Existing Traffic Control Devices and Striping at Eastbound Veile Ave

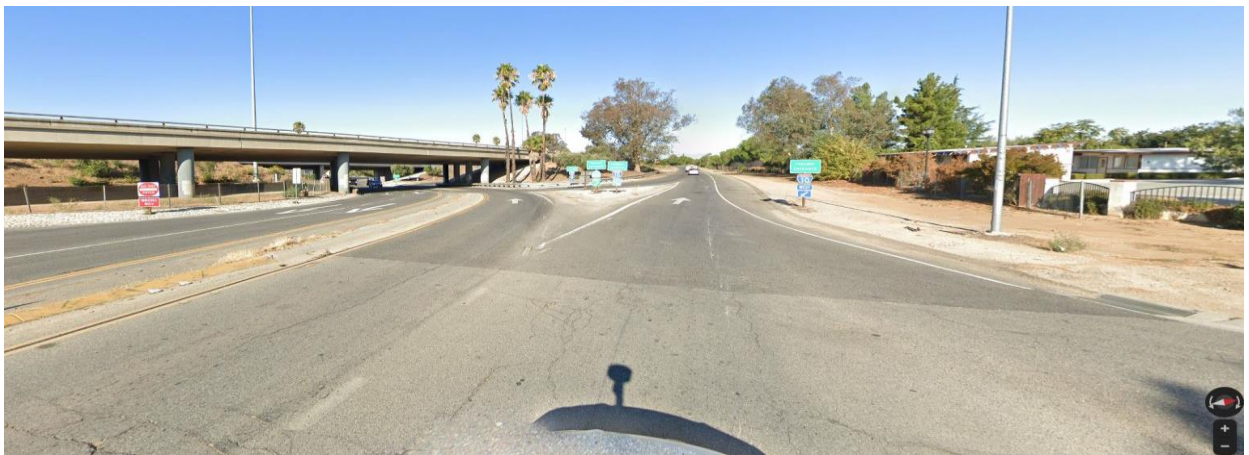


Figure 6 - Existing Traffic Control Devices and Striping at Westbound Veile Ave



Figure 7 - Existing Traffic Control Devices and Striping at Eastbound Luis Estrada Road



Figure 8 - Existing Traffic Control Devices and Striping at Westbound Luis Estrada Road



Figure 9 - Existing Traffic Control Devices and Striping at Southbound Veile Ave

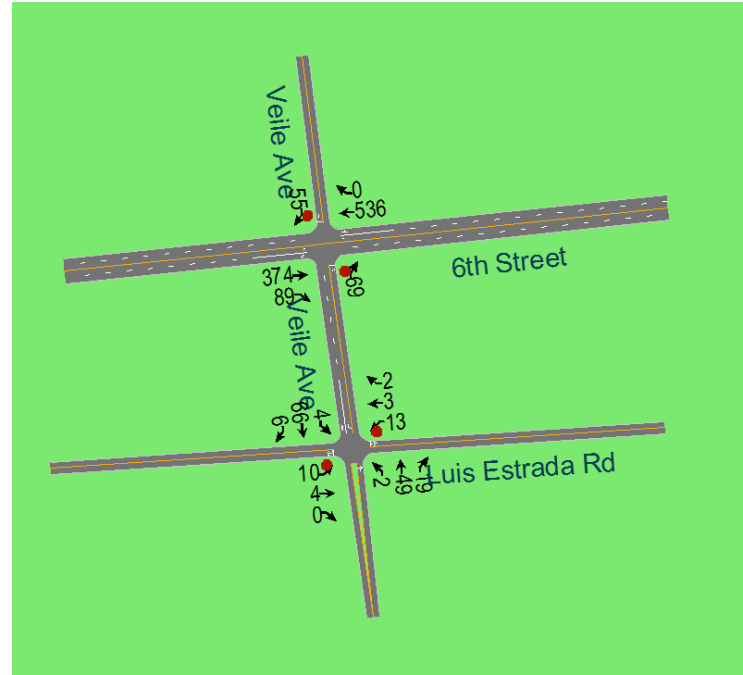


Figure 10 - Existing Traffic Control Devices and Striping at Northbound Veile Ave

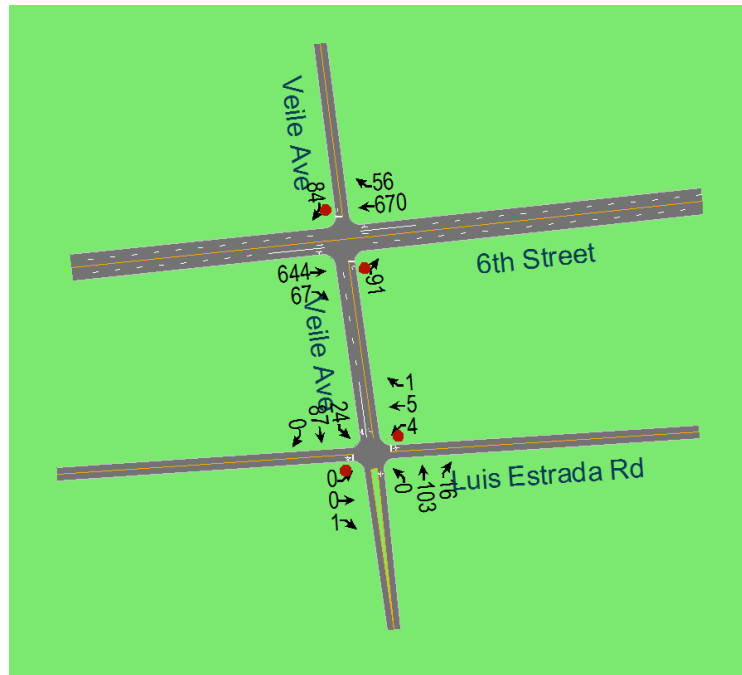
Figures 11, 12 and 13 show the existing conditions of AM, MD and PM peak hours respectively. Below figures show exactly the same geometric condition of the intersection of 6th St and Veile Ave and the intersection of Veile Ave and Luis Estrada Rd. The Levels of Service and average delays for AM, MD and PM peak hours are shown in Appendix A.



**Figure 11 – Existing AM Peak Hour Volumes
 6th St and Veile Ave
 Veile Ave and Luis Estrada Rd**



**Figure 12 – Existing MD Peak Hour Volumes
 6th St and Veile Ave
 Veile Ave and Luis Estrada Rd**



**Figure 13 – Existing PM Peak Hour Volumes
 6th Street and Veile Ave
 Veile Ave and Luis Estrada Rd**

Tables 2 and 3 show the results of LOS and delay values for the existing conditions for 6th St and Veile Ave and Luis Estrada Rd and Veile Ave.

Table 2: LOS Intersection Summary for the Existing Conditions for 6th St and Veile Ave

Baseline Year 2020 Existing Condition				
Study Intersection		Peak Hour	Intersection LOS	Delay Value (Second)
Location	Control			
6 th St & Veile Ave	Stop	AM	A	1.3
		MD	A	1.2
		PM	A	1.3

Table 3: LOS Intersection Summary for the Existing Conditions for Luis Estrada Rd and Veile Ave

Baseline Year 2021 Existing Condition				
Study Intersection		Peak Hour	Intersection LOS	Delay Value (Second)
Location	Control			
Luis Estrada Rd & Veile Ave	Stop	AM	A	0.6
		MD	A	1.9
		PM	A	1.2

Subsequent to Minagar & Associates, Inc. analyses, it was revealed that the existing striping on Northbound and Southbound approaches of Veile Ave are faded and they need to be re-stripped with thermoplastic paints. Specifically the Northbound approach of Veile Ave—at the southeast corner of the intersection needs to be re-painted for a stop bar and STOP legend.

Furthermore, City plans close Veile Ave from Luis Estrada Rd to W 6th St. In addition, City also plans to remove the existing rolled curb and install 8” raised Type-A curb on East-West bound to restrict left turns from 6th St to Veile Ave towards Northbound and Southbound. With the proposed closure and new raised Type-A curb, all the through traffic movements shall be restricted completely from the North- to Southbound direction on Veile Ave.

Figures 14, 15, and 16 show the AM, MD and PM peak hour traffic volumes with the proposed Veile Ave roadway closure respectively. Below figures show exactly the same geometric condition of the intersection of 6th St and Veile Ave and the intersection of Veile Ave and Luis Estrada Rd. The Levels of Service and average delays for AM, MD and PM peak hours are shown in Appendix A.



Figure 14 – AM Peak Hour Volumes with the Proposed Veile Ave Roadway Segment Closure Between 6th St and Luis Estrada Rd

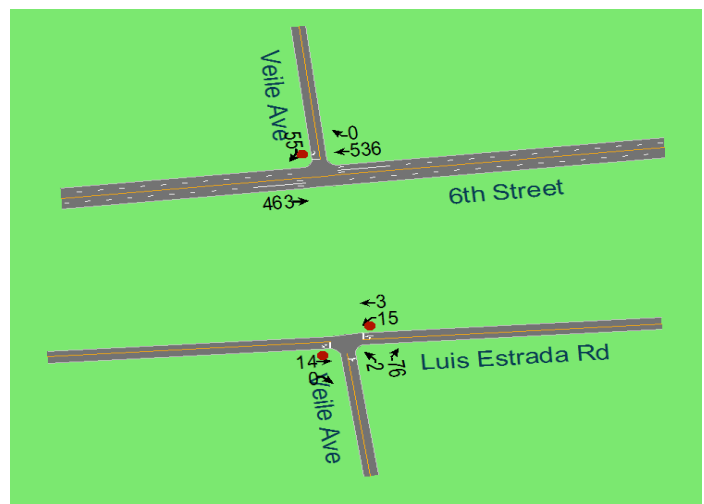


Figure 15 – MD Peak Hour Volumes with the Proposed Veile Ave Roadway Segment Closure Between 6th St and Luis Estrada Rd



Figure 16 – PM Peak Hour Volumes with the Proposed Veile Ave Roadway Segment Closure Between 6th St and Luis Estrada Rd

Tables 4 and 5 show the results of LOS and delay values for the proposed conditions for 6th St and Veile Ave and Luis Estrada Rd and Veile Ave.

Table 4: LOS Intersection Summary for the Proposed Conditions for 6th St & Veile Ave

Baseline Year 2020				
With the Proposed Veile Ave Roadway Segment Closure Condition				
Study Intersection		Peak Hour	Intersection LOS	Delay Value (Second)
Location	Control			
6 th St & Veile Ave	Stop	AM	A	1.0
		MD	A	0.6
		PM	A	0.6

Table 5: LOS Intersection Summary for the Proposed Conditions for Luis Estrada Rd & Veile Ave

Baseline Year 2021				
With the Proposed Veile Ave Roadway Segment Closure Condition				
Study Intersection		Peak Hour	Intersection LOS	Delay Value (Second)
Location	Control			
Luis Estrada Rd & Veile Ave	Stop	AM	A	1.0
		MD	A	2.8
		PM	A	0.7

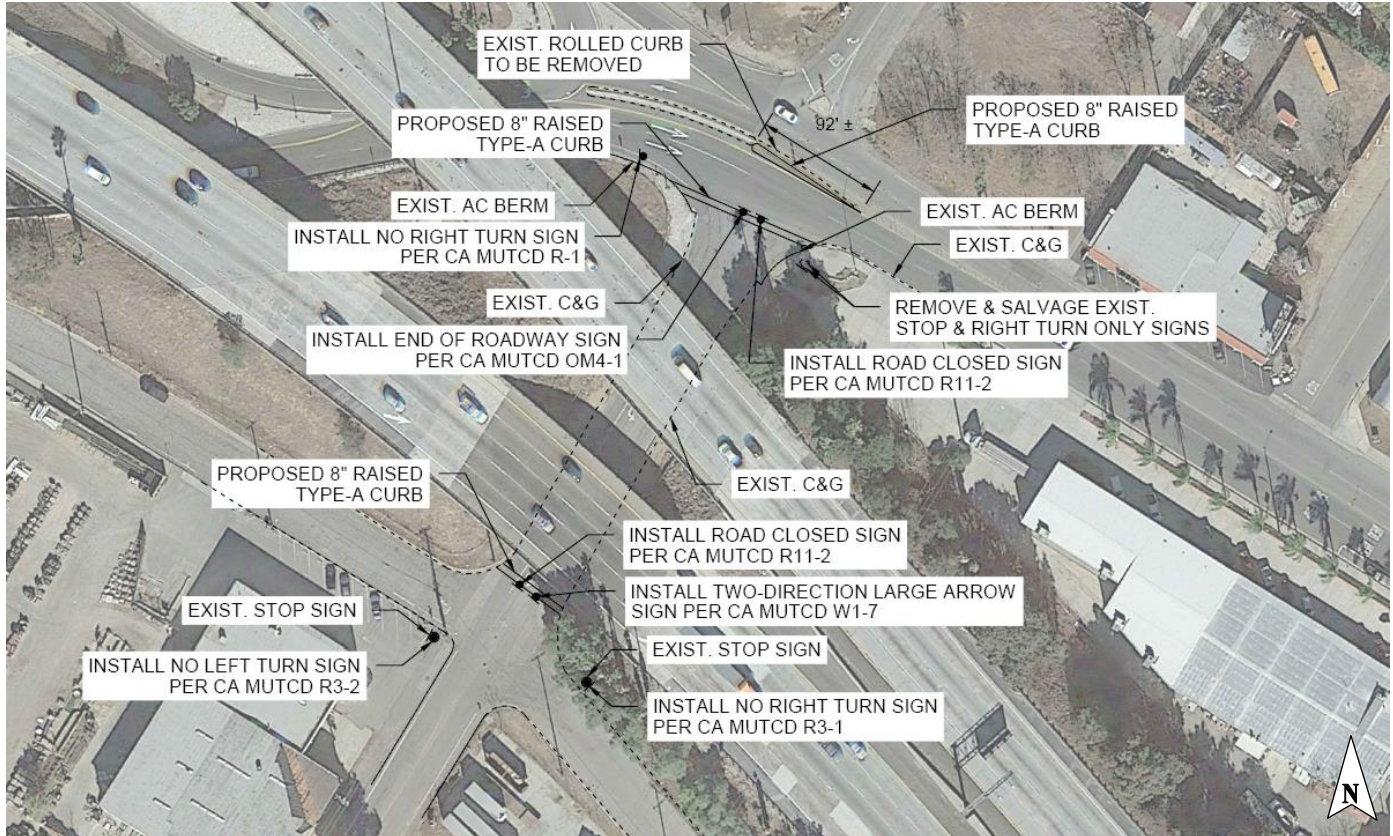


Figure 12 - Proposed Roadway Closure on Veile Ave from Luis Estrada Rd to W 6th St and Type-A Raised Curb at 6th St and Veile Ave

Based upon the analyses, it is therefore, concluded that by constructing the proposed improvements, the vehicular safety of the subject intersections shall be enhanced. Additionally by physically restricting all the left turn movements from the intersection of Veile Ave and 6th St, the number of potential traffic accidents shall be eliminated. The Level of Service of the subject intersection shall remain at the excellent Level of Service “A” with all the proposed physical improvements.

Respectfully submitted,

MINAGAR & ASSOCIATES, INC.
 (A California Corporation)



Fred Minagar, MS, PE, RCE, FITE
 City Traffic Engineer/Principal/Senior Project Manager



APPENDIX A

Synchro 10.0 Microcomputer Results

Feasibility Study for Potential Closure on Veile Ave from Luis Estrada Rd to W 6th St
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Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑			↑↑				↑			↑
Traffic Volume (veh/h)	0	337	183	0	641	14	0	0	41	0	0	112
Future Volume (Veh/h)	0	337	183	0	641	14	0	0	41	0	0	112
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	366	199	0	697	15	0	0	45	0	0	122
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type	None			None								
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	712			565			936	1178	282	932	1270	356
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	712			565			936	1178	282	932	1270	356
tC, single (s)	4.1			4.1			7.5	6.5	6.9	7.5	6.5	6.9
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	100			100			100	100	94	100	100	81
cM capacity (veh/h)	884			1003			178	190	714	207	167	640
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1	SB 1						
Volume Total	244	321	465	247	45	122						
Volume Left	0	0	0	0	0	0						
Volume Right	0	199	0	15	45	122						
cSH	1700	1700	1700	1700	714	640						
Volume to Capacity	0.14	0.19	0.27	0.15	0.06	0.19						
Queue Length 95th (ft)	0	0	0	0	5	17						
Control Delay (s)	0.0	0.0	0.0	0.0	10.4	11.9						
Lane LOS					B	B						
Approach Delay (s)	0.0		0.0		10.4	11.9						
Approach LOS					B	B						
Intersection Summary												
Average Delay			1.3									
Intersection Capacity Utilization			31.8%	ICU Level of Service		A						
Analysis Period (min)			15									

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Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕		↕	↕	
Traffic Volume (veh/h)	1	2	1	0	1	0	3	38	13	6	133	3
Future Volume (Veh/h)	1	2	1	0	1	0	3	38	13	6	133	3
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	1	2	1	0	1	0	3	41	14	7	145	3
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	215	222	146	215	216	48	148			55		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	215	222	146	215	216	48	148			55		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	100	100	100	100	100	100	100			100		
cM capacity (veh/h)	737	673	901	735	677	1021	1434			1550		
Direction, Lane #	EB 1	WB 1	NB 1	SB 1	SB 2							
Volume Total	4	1	58	7	148							
Volume Left	1	0	3	7	0							
Volume Right	1	0	14	0	3							
cSH	735	677	1434	1550	1700							
Volume to Capacity	0.01	0.00	0.00	0.00	0.09							
Queue Length 95th (ft)	0	0	0	0	0							
Control Delay (s)	9.9	10.3	0.4	7.3	0.0							
Lane LOS	A	B	A	A								
Approach Delay (s)	9.9	10.3	0.4	0.3								
Approach LOS	A	B										
Intersection Summary												
Average Delay			0.6									
Intersection Capacity Utilization			17.2%		ICU Level of Service					A		
Analysis Period (min)			15									

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Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑			↑↑				↑			↑
Traffic Volume (veh/h)	0	374	89	0	536	0	0	0	69	0	0	55
Future Volume (Veh/h)	0	374	89	0	536	0	0	0	69	0	0	55
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	407	97	0	583	0	0	0	75	0	0	60
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	583			504			807	1038	252	862	1087	292
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	583			504			807	1038	252	862	1087	292
tC, single (s)	4.1			4.1			7.5	6.5	6.9	7.5	6.5	6.9
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	100			100			100	100	90	100	100	91
cM capacity (veh/h)	987			1057			250	229	748	224	215	705
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1	SB 1						
Volume Total	271	233	389	194	75	60						
Volume Left	0	0	0	0	0	0						
Volume Right	0	97	0	0	75	60						
cSH	1700	1700	1700	1700	748	705						
Volume to Capacity	0.16	0.14	0.23	0.11	0.10	0.09						
Queue Length 95th (ft)	0	0	0	0	8	7						
Control Delay (s)	0.0	0.0	0.0	0.0	10.4	10.6						
Lane LOS					B	B						
Approach Delay (s)	0.0		0.0		10.4	10.6						
Approach LOS					B	B						
Intersection Summary												
Average Delay			1.2									
Intersection Capacity Utilization			24.9%		ICU Level of Service		A					
Analysis Period (min)			15									

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Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕		↕	↕	
Traffic Volume (veh/h)	10	4	0	13	3	2	2	49	19	4	66	6
Future Volume (Veh/h)	10	4	0	13	3	2	2	49	19	4	66	6
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	11	4	0	14	3	2	2	53	21	4	72	7
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	154	162	76	150	154	64	79			74		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	154	162	76	150	154	64	79			74		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	99	99	100	98	100	100	100			100		
cM capacity (veh/h)	806	728	986	812	734	1001	1519			1526		
Direction, Lane #	EB 1	WB 1	NB 1	SB 1	SB 2							
Volume Total	15	19	76	4	79							
Volume Left	11	14	2	4	0							
Volume Right	0	2	21	0	7							
cSH	783	815	1519	1526	1700							
Volume to Capacity	0.02	0.02	0.00	0.00	0.05							
Queue Length 95th (ft)	1	2	0	0	0							
Control Delay (s)	9.7	9.5	0.2	7.4	0.0							
Lane LOS	A	A	A	A								
Approach Delay (s)	9.7	9.5	0.2	0.4								
Approach LOS	A	A										
Intersection Summary												
Average Delay			1.9									
Intersection Capacity Utilization			15.4%		ICU Level of Service				A			
Analysis Period (min)			15									

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Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑			↑↑				↑			↑
Traffic Volume (veh/h)	0	644	67	0	670	56	0	0	91	0	0	84
Future Volume (Veh/h)	0	644	67	0	670	56	0	0	91	0	0	84
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	700	73	0	728	61	0	0	99	0	0	91
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	789			773			1192	1526	386	1208	1532	394
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	789			773			1192	1526	386	1208	1532	394
tC, single (s)	4.1			4.1			7.5	6.5	6.9	7.5	6.5	6.9
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	100			100			100	100	84	100	100	85
cM capacity (veh/h)	827			838			121	117	612	116	116	605
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	NB 1	SB 1						
Volume Total	467	306	485	304	99	91						
Volume Left	0	0	0	0	0	0						
Volume Right	0	73	0	61	99	91						
cSH	1700	1700	1700	1700	612	605						
Volume to Capacity	0.27	0.18	0.29	0.18	0.16	0.15						
Queue Length 95th (ft)	0	0	0	0	14	13						
Control Delay (s)	0.0	0.0	0.0	0.0	12.0	12.0						
Lane LOS					B	B						
Approach Delay (s)	0.0		0.0		12.0	12.0						
Approach LOS					B	B						
Intersection Summary												
Average Delay			1.3									
Intersection Capacity Utilization			32.2%		ICU Level of Service		A					
Analysis Period (min)			15									

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Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕		↕	↕	
Traffic Volume (veh/h)	0	0	1	4	5	1	0	103	16	24	87	0
Future Volume (Veh/h)	0	0	1	4	5	1	0	103	16	24	87	0
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	0	1	4	5	1	0	112	17	26	95	0
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type												
Median storage veh												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	271	276	95	268	268	120	95			129		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	271	276	95	268	268	120	95			129		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	100	100	100	99	99	100	100			98		
cM capacity (veh/h)	667	620	962	674	627	931	1499			1457		
Direction, Lane #	EB 1	WB 1	NB 1	SB 1	SB 2							
Volume Total	1	10	129	26	95							
Volume Left	0	4	0	26	0							
Volume Right	1	1	17	0	0							
cSH	962	667	1499	1457	1700							
Volume to Capacity	0.00	0.01	0.00	0.02	0.06							
Queue Length 95th (ft)	0	1	0	1	0							
Control Delay (s)	8.7	10.5	0.0	7.5	0.0							
Lane LOS	A	B		A								
Approach Delay (s)	8.7	10.5	0.0	1.6								
Approach LOS	A	B										
Intersection Summary												
Average Delay			1.2									
Intersection Capacity Utilization			18.6%		ICU Level of Service					A		
Analysis Period (min)			15									

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Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑			↑
Traffic Volume (veh/h)	0	520	641	14	0	112
Future Volume (Veh/h)	0	520	641	14	0	112
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	565	697	15	0	122
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	712				987	356
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	712				987	356
tC, single (s)	4.1				6.8	6.9
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	100				100	81
cM capacity (veh/h)	884				244	640
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	SB 1	
Volume Total	282	282	465	247	122	
Volume Left	0	0	0	0	0	
Volume Right	0	0	0	15	122	
cSH	1700	1700	1700	1700	640	
Volume to Capacity	0.17	0.17	0.27	0.15	0.19	
Queue Length 95th (ft)	0	0	0	0	17	
Control Delay (s)	0.0	0.0	0.0	0.0	11.9	
Lane LOS						B
Approach Delay (s)	0.0		0.0		11.9	
Approach LOS						B
Intersection Summary						
Average Delay			1.0			
Intersection Capacity Utilization			31.8%	ICU Level of Service	A	
Analysis Period (min)			15			

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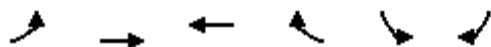


Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↔			↔	↔	
Traffic Volume (veh/h)	3	1	0	1	3	53
Future Volume (Veh/h)	3	1	0	1	3	53
Sign Control	Stop			Stop	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	3	1	0	1	3	58
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type						
Median storage veh						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	64	0	38	35	0	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	64	0	38	35	0	
tC, single (s)	6.5	6.2	7.1	6.5	4.1	
tC, 2 stage (s)						
tF (s)	4.0	3.3	3.5	4.0	2.2	
p0 queue free %	100	100	100	100	100	
cM capacity (veh/h)	825	1085	963	856	1623	
Direction, Lane #						
	EB 1	WB 1	NB 1			
Volume Total	4	1	61			
Volume Left	0	0	3			
Volume Right	1	0	58			
cSH	878	856	1623			
Volume to Capacity	0.00	0.00	0.00			
Queue Length 95th (ft)	0	0	0			
Control Delay (s)	9.1	9.2	0.4			
Lane LOS	A	A	A			
Approach Delay (s)	9.1	9.2	0.4			
Approach LOS	A	A				
Intersection Summary						
Average Delay			1.0			
Intersection Capacity Utilization			13.4%	ICU Level of Service		A
Analysis Period (min)			15			

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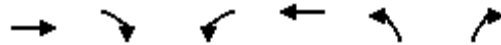
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Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑			↑
Traffic Volume (veh/h)	0	463	536	0	0	55
Future Volume (Veh/h)	0	463	536	0	0	55
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	503	583	0	0	60
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	583				834	292
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	583				834	292
tC, single (s)	4.1				6.8	6.9
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	100				100	91
cM capacity (veh/h)	987				306	705
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	SB 1	
Volume Total	252	252	389	194	60	
Volume Left	0	0	0	0	0	
Volume Right	0	0	0	0	60	
cSH	1700	1700	1700	1700	705	
Volume to Capacity	0.15	0.15	0.23	0.11	0.09	
Queue Length 95th (ft)	0	0	0	0	7	
Control Delay (s)	0.0	0.0	0.0	0.0	10.6	
Lane LOS						B
Approach Delay (s)	0.0		0.0		10.6	
Approach LOS						B
Intersection Summary						
Average Delay			0.6			
Intersection Capacity Utilization			24.9%	ICU Level of Service	A	
Analysis Period (min)			15			

Feasibility Study for Potential Closure on Veile Ave from Luis Estrada Rd to W 6th St
Luis Estrada Road & Veile Avenue

03/17/2021

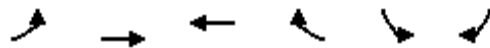


Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↔			↔	↔	
Traffic Volume (veh/h)	14	0	15	3	2	76
Future Volume (Veh/h)	14	0	15	3	2	76
Sign Control	Stop			Stop	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	15	0	16	3	2	83
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type						
Median storage veh						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	87	0	53	46	0	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	87	0	53	46	0	
tC, single (s)	6.5	6.2	7.1	6.5	4.1	
tC, 2 stage (s)						
tF (s)	4.0	3.3	3.5	4.0	2.2	
p0 queue free %	98	100	98	100	100	
cM capacity (veh/h)	802	1085	931	845	1623	
Direction, Lane #						
	EB 1	WB 1	NB 1			
Volume Total	15	19	85			
Volume Left	0	16	2			
Volume Right	0	0	83			
cSH	802	916	1623			
Volume to Capacity	0.02	0.02	0.00			
Queue Length 95th (ft)	1	2	0			
Control Delay (s)	9.6	9.0	0.2			
Lane LOS	A	A	A			
Approach Delay (s)	9.6	9.0	0.2			
Approach LOS	A	A				
Intersection Summary						
Average Delay			2.8			
Intersection Capacity Utilization			19.1%	ICU Level of Service		A
Analysis Period (min)			15			

Feasibility Study for Potential Closure on Veile Ave from Luis Estrada Rd to W 6th St 6th Street & Veile Avenue

Item 11.

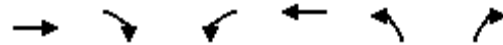
03/17/2021



Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑			↗
Traffic Volume (veh/h)	0	755	670	56	0	84
Future Volume (Veh/h)	0	755	670	56	0	84
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	821	728	61	0	91
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	789				1169	394
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	789				1169	394
tC, single (s)	4.1				6.8	6.9
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	100				100	85
cM capacity (veh/h)	827				186	605
Direction, Lane #	EB 1	EB 2	WB 1	WB 2	SB 1	
Volume Total	410	410	485	304	91	
Volume Left	0	0	0	0	0	
Volume Right	0	0	0	61	91	
cSH	1700	1700	1700	1700	605	
Volume to Capacity	0.24	0.24	0.29	0.18	0.15	
Queue Length 95th (ft)	0	0	0	0	13	
Control Delay (s)	0.0	0.0	0.0	0.0	12.0	
Lane LOS					B	
Approach Delay (s)	0.0		0.0		12.0	
Approach LOS					B	
Intersection Summary						
Average Delay			0.6			
Intersection Capacity Utilization			32.2%		ICU Level of Service	A
Analysis Period (min)			15			

Feasibility Study for Potential Closure on Veile Ave from Luis Estrada Rd to W 6th St
Luis Estrada Rd & Veile Avenue

03/17/2021



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	→			←	↘	↙
Traffic Volume (veh/h)	0	1	5	5	0	119
Future Volume (Veh/h)	0	1	5	5	0	119
Sign Control	Stop			Stop	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	1	5	5	0	129
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	129	0	66	64	0	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	129	0	66	64	0	
tC, single (s)	6.5	6.2	7.1	6.5	4.1	
tC, 2 stage (s)						
tF (s)	4.0	3.3	3.5	4.0	2.2	
p0 queue free %	100	100	99	99	100	
cM capacity (veh/h)	762	1085	927	826	1623	
Direction, Lane #	EB 1	WB 1	NB 1			
Volume Total	1	10	129			
Volume Left	0	5	0			
Volume Right	1	0	129			
cSH	1085	874	1623			
Volume to Capacity	0.00	0.01	0.00			
Queue Length 95th (ft)	0	1	0			
Control Delay (s)	8.3	9.2	0.0			
Lane LOS	A	A				
Approach Delay (s)	8.3	9.2	0.0			
Approach LOS	A	A				
Intersection Summary						
Average Delay			0.7			
Intersection Capacity Utilization			18.8%	ICU Level of Service	A	
Analysis Period (min)			15			



APPENDIX B

Traffic Volumes and Vehicle Classifications

INTERSECTION TURNING MOVEMENT COUNTS

PREPARED BY: AimTD LLC. tel: 714 253 7888 cs@aimtd.com

DATE:
Wed, Sep 9, 20

LOCATION:
NORTH & SOUTH: **Beaumont**
EAST & WEST: **Veile**
6th

PROJECT #: SC2651
LOCATION #: 1
CONTROL: STOP N/S

Item 11.

NOTES:	AM		▲	
	PM		N	
	MD	◀ W	S	E ▶
	OTHER		▼	

Add U-Turns to Left Turns

LANES:	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			TOTAL
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
	X	X	1	X	X	1	X	2	0	1	1	0	

U-TURNS				
NB	SB	EB	WB	TTL
0	0	0	0	0

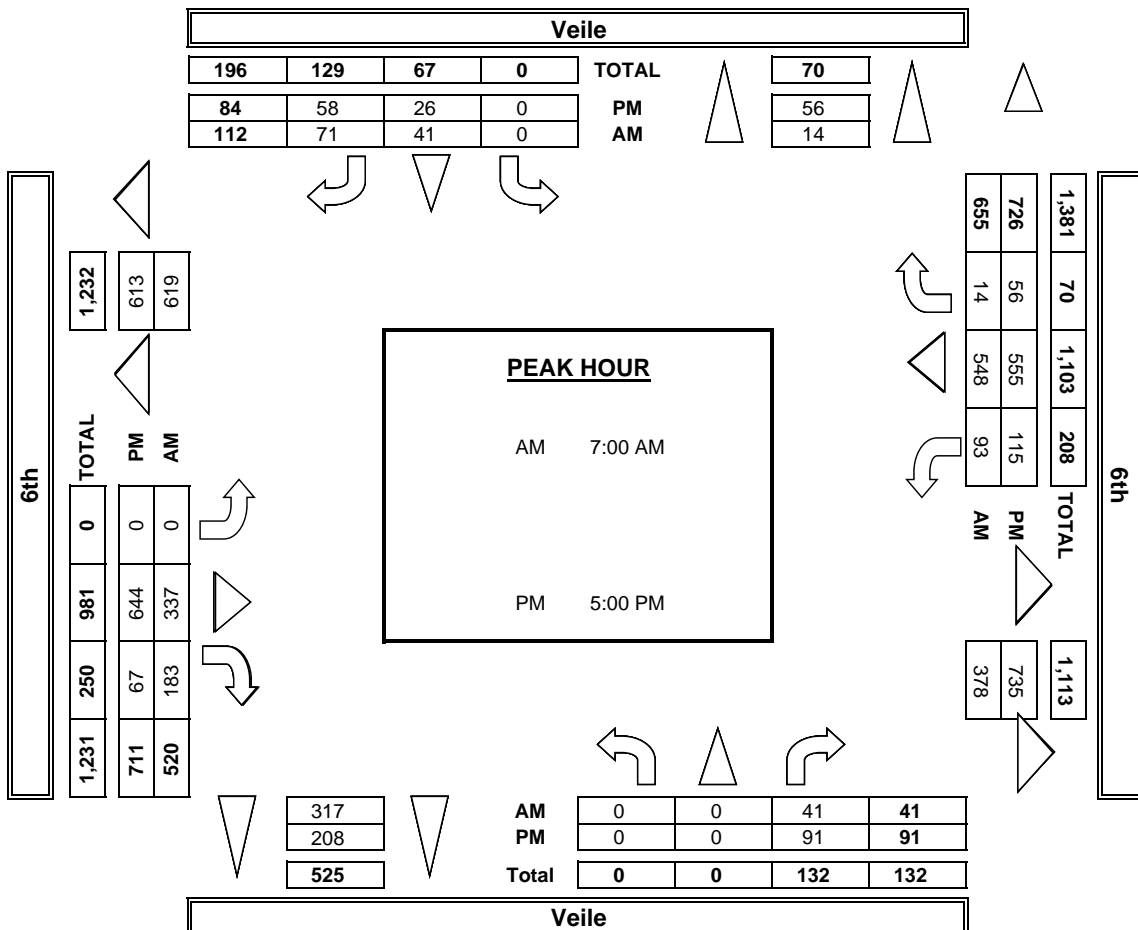
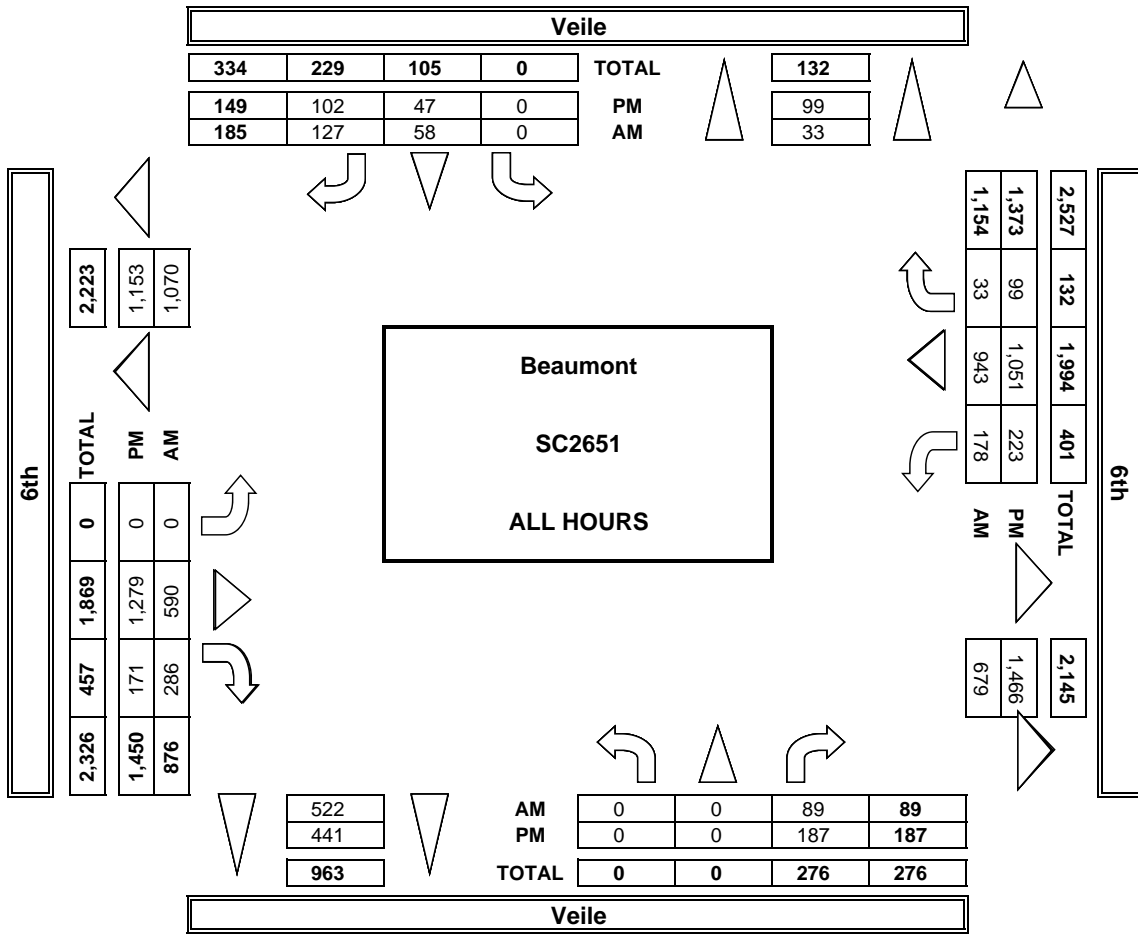
AM	7:00 AM	0	0	14	0	13	23	0	73	51	26	123	2	325
	7:15 AM	0	0	12	0	10	15	0	63	42	27	132	6	307
	7:30 AM	0	0	10	0	13	18	0	85	40	25	169	2	362
	7:45 AM	0	0	5	0	5	15	0	116	50	15	124	4	334
	8:00 AM	0	0	8	0	9	16	0	62	34	23	124	7	283
	8:15 AM	0	0	19	0	4	14	0	69	18	24	84	4	236
	8:30 AM	0	0	12	0	1	10	0	62	33	21	98	3	240
	8:45 AM	0	0	9	0	3	16	0	60	18	17	89	5	217
	VOLUMES	0	0	89	0	58	127	0	590	286	178	943	33	2,304
	APPROACH %	0%	0%	100%	0%	31%	69%	0%	67%	33%	15%	82%	3%	
APP/DEPART	89	/	33	185	/	522	876	/	679	1,154	/	1,070	0	
BEGIN PEAK HR	7:00 AM													
VOLUMES	0	0	41	0	41	71	0	337	183	93	548	14	1,328	
APPROACH %	0%	0%	100%	0%	37%	63%	0%	65%	35%	14%	84%	2%		
PEAK HR FACTOR	0.732			0.778			0.783			0.835			0.917	
APP/DEPART	41	/	14	112	/	317	520	/	378	655	/	619	0	
PM	4:00 PM	0	0	26	0	5	9	0	161	30	25	158	10	424
	4:15 PM	0	0	22	0	6	11	0	153	26	25	119	12	374
	4:30 PM	0	0	32	0	3	14	0	156	21	35	130	11	402
	4:45 PM	0	0	16	0	7	10	0	165	27	23	89	10	347
	5:00 PM	0	0	41	0	9	11	0	136	24	41	172	21	455
	5:15 PM	0	0	15	0	4	19	0	165	17	32	133	11	396
	5:30 PM	0	0	10	0	7	12	0	178	18	21	85	7	338
	5:45 PM	0	0	25	0	6	16	0	165	8	21	165	17	423
	VOLUMES	0	0	187	0	47	102	0	1,279	171	223	1,051	99	3,159
	APPROACH %	0%	0%	100%	0%	32%	68%	0%	88%	12%	16%	77%	7%	
APP/DEPART	187	/	99	149	/	441	1,450	/	1,466	1,373	/	1,153	0	
BEGIN PEAK HR	5:00 PM													
VOLUMES	0	0	91	0	26	58	0	644	67	115	555	56	1,612	
APPROACH %	0%	0%	100%	0%	31%	69%	0%	91%	9%	16%	76%	8%		
PEAK HR FACTOR	0.555			0.913			0.907			0.776			0.886	
APP/DEPART	91	/	56	84	/	208	711	/	735	726	/	613	0	

0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
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0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0



AimTD LLC
TURNING MOVEMENT COUNTS

Item 11.



INTERSECTION TURNING MOVEMENT COUNTS

PREPARED BY: AimTD LLC. tel: 714 253 7888 cs@aimtd.com

DATE: 9/9/20 WEDNESDAY	LOCATION: NORTH & SOUTH: EAST & WEST:	Beaumont Veile 6th	PROJECT #: SC2651	LOCATION #: 1	CONTROL: STOP N/S
-------------------------------------	--	--------------------------	-----------------------------	-------------------------	-----------------------------

PCE Adjusted	NOTES:											
	Class	1	2	3	4	5	6					
	Factor	1	1.5	2	3	2	2					

LANES:	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			TOTAL	U-TURNS				
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR		NB	SB	EB	WB	TTL
	X	X	1	X	X	1	X	2	0	1	1	0						

	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			TOTAL	U-TURNS				
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR		NB	SB	EB	WB	TTL
AM																		
7:00 AM	0	0	17	0	14	25	0	85	70	30	135	2	375					0
7:15 AM	0	0	15	0	10	16	0	69	49	31	145	6	340					0
7:30 AM	0	0	15	0	13	19	0	90	52	29	177	2	395					0
7:45 AM	0	0	5	0	5	16	0	123	64	18	133	4	367					0
8:00 AM	0	0	15	0	10	16	0	68	50	29	134	8	327					0
8:15 AM	0	0	22	0	5	14	0	77	26	28	91	6	267					0
8:30 AM	0	0	16	0	1	10	0	66	51	22	113	3	282					0
8:45 AM	0	0	10	0	3	18	0	67	30	19	96	5	247					0
VOLUMES	0	0	114	0	60	132	0	642	390	204	1,021	36	2,597	0	0	0	0	0
APPROACH %	0%	0%	100%	0%	31%	69%	0%	62%	38%	16%	81%	3%						
APP/DEPART	114	/	36	192	/	653	1,032	/	756	1,260	/	1,153	0					
BEGIN PEAK HR	7:00 AM																	
VOLUMES	0	0	51	0	42	75	0	366	235	106	589	14	1,476					
APPROACH %	0%	0%	100%	0%	36%	64%	0%	61%	39%	15%	83%	2%						
PEAK HR FACTOR	0.773			0.763			0.802			0.854			0.935					
APP/DEPART	51	/	14	116	/	382	600	/	417	709	/	663	0					
PM																		
4:00 PM	0	0	28	0	6	9	0	164	35	26	171	10	447					0
4:15 PM	0	0	25	0	6	11	0	162	29	25	130	13	401					0
4:30 PM	0	0	35	0	3	14	0	162	27	44	136	12	432					0
4:45 PM	0	0	18	0	10	11	0	176	34	26	93	10	376					0
5:00 PM	0	0	45	0	10	11	0	141	35	45	182	22	489					0
5:15 PM	0	0	19	0	5	19	0	172	27	35	137	11	424					0
5:30 PM	0	0	12	0	7	14	0	185	27	21	91	7	364					0
5:45 PM	0	0	27	0	6	17	0	174	9	26	172	17	446					0
VOLUMES	0	0	208	0	51	106	0	1,334	222	246	1,111	101	3,377	0	0	0	0	0
APPROACH %	0%	0%	100%	0%	33%	67%	0%	86%	14%	17%	76%	7%						
APP/DEPART	208	/	101	157	/	519	1,556	/	1,542	1,458	/	1,216	0					
BEGIN PEAK HR	5:00 PM																	
VOLUMES	0	0	102	0	27	61	0	672	98	127	581	57	1,723					
APPROACH %	0%	0%	100%	0%	31%	69%	0%	87%	13%	17%	76%	7%						
PEAK HR FACTOR	0.567			0.931			0.907			0.770			0.881					
APP/DEPART	102	/	57	88	/	251	769	/	774	764	/	642	0					



INTERSECTION TURNING MOVEMENT COUNTS

PREPARED BY: AimTD LLC. tel: 714 253 7888 cs@aimtd.com

DATE:
9/9/20
WEDNESDAY

LOCATION:
NORTH & SOUTH:
EAST & WEST:

Beaumont
Veile
6th

PROJECT #:
LOCATION #:
CONTROL:

SC2651
1
STOP N/S

Item 11.

CLASS 1:	NOTES:				
PASSENGER VEHICLES		AM		▲	
		PM	◀ W	N	E ▶
		MD		▼	
		OTHER		S	
		OTHER			

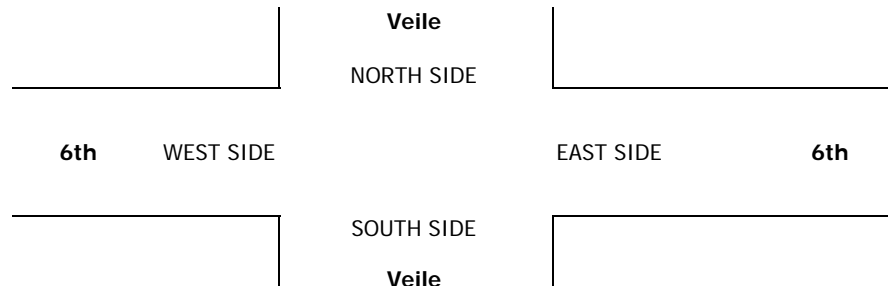
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
	Veile			Veile			6th			6th			
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
	X	X	1	X	X	1	X	2	0	1	1	0	

U-TURNS				
NB	SB	EB	WB	TTL

AM	7:00 AM	0	0	12	0	12	20	0	61	36	22	109	2	274
	7:15 AM	0	0	10	0	10	14	0	55	37	24	116	6	272
	7:30 AM	0	0	7	0	13	17	0	79	33	21	155	2	327
	7:45 AM	0	0	5	0	5	14	0	109	38	11	115	4	301
	8:00 AM	0	0	4	0	8	16	0	55	24	17	113	6	243
	8:15 AM	0	0	17	0	3	14	0	60	13	20	78	3	208
	8:30 AM	0	0	10	0	1	10	0	57	23	19	87	3	210
	8:45 AM	0	0	7	0	3	13	0	53	12	14	80	5	187
	VOLUMES	0	0	72	0	55	118	0	529	216	148	853	31	2,022
	APPROACH %	0%	0%	100%	0%	32%	68%	0%	71%	29%	14%	83%	3%	
APP/DEPART	72	/	31	173	/	419	745	/	601	1,032	/	971	0	
BEGIN PEAK HR	7:00 AM													
VOLUMES	0	0	34	0	40	65	0	304	144	78	495	14	1,174	
APPROACH %	0%	0%	100%	0%	38%	62%	0%	68%	32%	13%	84%	2%		
PEAK HR FACTOR	0.708			0.820			0.762			0.824			0.898	
APP/DEPART	34	/	14	105	/	262	448	/	338	587	/	560	0	
PM	4:00 PM	0	0	24	0	4	9	0	156	23	24	146	10	396
	4:15 PM	0	0	20	0	6	11	0	138	24	25	108	11	343
	4:30 PM	0	0	29	0	3	14	0	148	17	30	125	10	376
	4:45 PM	0	0	13	0	5	9	0	152	23	21	85	10	318
	5:00 PM	0	0	39	0	8	11	0	130	17	36	163	20	424
	5:15 PM	0	0	12	0	3	19	0	156	12	29	127	11	369
	5:30 PM	0	0	9	0	7	11	0	171	12	21	81	7	319
	5:45 PM	0	0	23	0	6	15	0	157	7	17	157	17	399
	VOLUMES	0	0	169	0	42	99	0	1,208	135	203	992	96	2,944
	APPROACH %	0%	0%	100%	0%	30%	70%	0%	90%	10%	16%	77%	7%	
APP/DEPART	169	/	96	141	/	380	1,343	/	1,377	1,291	/	1,091	0	
BEGIN PEAK HR	5:00 PM													
VOLUMES	0	0	83	0	24	56	0	614	48	103	528	55	1,511	
APPROACH %	0%	0%	100%	0%	30%	70%	0%	93%	7%	15%	77%	8%		
PEAK HR FACTOR	0.532			0.909			0.904			0.783			0.891	
APP/DEPART	83	/	55	80	/	175	662	/	697	686	/	584	0	

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0	0	0	0	0
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0	0	0	0	0



INTERSECTION TURNING MOVEMENT COUNTS

PREPARED BY: AimTD LLC. tel: 714 253 7888 cs@aimtd.com

DATE:
9/9/20
WEDNESDAY

LOCATION:
NORTH & SOUTH:
EAST & WEST:

Beaumont
Veile
6th

PROJECT #: SC2651
LOCATION #: 1
CONTROL: STOP N/S

Item 11.

CLASS 2:	NOTES:	AM		▲ N	
2-AXLE					
WORK			◀ W		E ▶
VEHICLES/ TRUCKS		MD		S	
		OTHER		▼	
		OTHER			

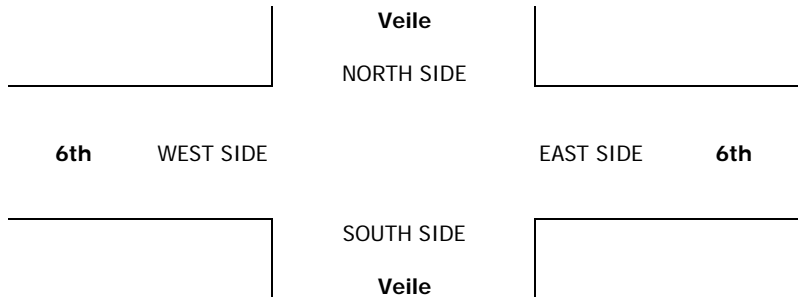
LANES:	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			TOTAL
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
	X	X	1	X	X	1	X	2	0	1	1	0	

U-TURNS				
NB	SB	EB	WB	TTL

AM	7:00 AM	0	0	1	0	1	3	0	7	6	3	9	0	30
	7:15 AM	0	0	0	0	0	0	0	7	2	1	13	0	23
	7:30 AM	0	0	1	0	0	1	0	5	1	3	12	0	23
	7:45 AM	0	0	0	0	0	1	0	4	6	3	5	0	19
	8:00 AM	0	0	1	0	1	0	0	5	3	4	7	1	22
	8:15 AM	0	0	0	0	1	0	0	5	1	3	1	0	11
	8:30 AM	0	0	0	0	0	0	0	4	1	2	4	0	11
	8:45 AM	0	0	2	0	0	3	0	5	0	2	7	0	19
	VOLUMES	0	0	5	0	3	8	0	42	20	21	58	1	158
	APPROACH %	0%	0%	100%	0%	27%	73%	0%	68%	32%	26%	73%	1%	
APP/DEPART	5	/	1	11	/	44	62	/	47	80	/	66	0	
BEGIN PEAK HR	7:00 AM													
VOLUMES	0	0	2	0	1	5	0	23	15	10	39	0	95	
APPROACH %	0%	0%	100%	0%	17%	83%	0%	61%	39%	20%	80%	0%		
PEAK HR FACTOR	0.500			0.375			0.731			0.817			0.792	
APP/DEPART	2	/	0	6	/	26	38	/	25	49	/	44	0	
PM	4:00 PM	0	0	1	0	1	0	0	5	6	1	6	0	20
	4:15 PM	0	0	0	0	0	0	0	13	0	0	6	0	19
	4:30 PM	0	0	2	0	0	0	0	6	1	1	2	1	13
	4:45 PM	0	0	2	0	1	0	0	9	1	1	3	0	17
	5:00 PM	0	0	0	0	1	0	0	5	2	3	4	1	16
	5:15 PM	0	0	1	0	1	0	0	6	0	2	4	0	14
	5:30 PM	0	0	0	0	0	0	0	4	2	0	1	0	7
	5:45 PM	0	0	1	0	0	1	0	4	1	2	5	0	14
	VOLUMES	0	0	7	0	4	1	0	52	13	10	31	2	120
	APPROACH %	0%	0%	100%	0%	80%	20%	0%	80%	20%	23%	72%	5%	
APP/DEPART	7	/	2	5	/	27	65	/	59	43	/	32	0	
BEGIN PEAK HR	4:00 PM													
VOLUMES	0	0	5	0	2	0	0	33	8	3	17	1	69	
APPROACH %	0%	0%	100%	0%	100%	0%	0%	80%	20%	14%	81%	5%		
PEAK HR FACTOR	0.625			0.500			0.788			0.750			0.863	
APP/DEPART	5	/	1	2	/	13	41	/	38	21	/	17	0	

0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
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0	0	0	0	0

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0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0



INTERSECTION TURNING MOVEMENT COUNTS

PREPARED BY: AimTD LLC. tel: 714 253 7888 cs@aimtd.com

DATE:
9/9/20
WEDNESDAY

LOCATION:
NORTH & SOUTH:
EAST & WEST:

Beaumont
Veile
6th

PROJECT #: SC2651
LOCATION #: 1
CONTROL: STOP N/S

Item 11.

CLASS 3:	NOTES:	AM		▲	
3-AXLE TRUCKS		PM	◀ W	N	E ▶
		MD		S	
		OTHER		▼	
		OTHER			

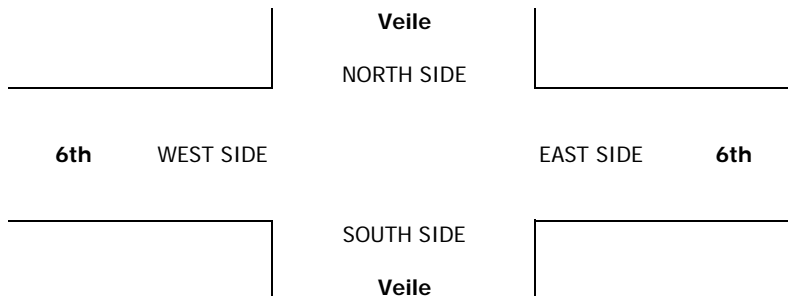
LANES:	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			TOTAL
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
	X	X	1	X	X	1	X	2	0	1	1	0	

U-TURNS				
NB	SB	EB	WB	TTL
0	0	0	0	0

	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			TOTAL
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
AM													
7:00 AM	0	0	0	0	0	0	0	2	2	0	2	0	6
7:15 AM	0	0	1	0	0	1	0	0	0	1	0	0	3
7:30 AM	0	0	0	0	0	0	0	0	1	0	2	0	3
7:45 AM	0	0	0	0	0	0	0	1	1	1	1	0	4
8:00 AM	0	0	0	0	0	0	0	0	0	0	2	0	2
8:15 AM	0	0	1	0	0	0	0	2	1	0	4	0	8
8:30 AM	0	0	0	0	0	0	0	0	1	0	1	0	2
8:45 AM	0	0	0	0	0	0	0	0	0	1	1	0	2
VOLUMES	0	0	2	0	0	1	0	5	6	3	13	0	30
APPROACH %	0%	0%	100%	0%	0%	100%	0%	45%	55%	19%	81%	0%	
APP/DEPART	2	/	0	1	/	9	11	/	7	16	/	14	0
BEGIN PEAK HR	7:30 AM												
VOLUMES	0	0	1	0	0	0	0	3	3	1	9	0	17
APPROACH %	0%	0%	100%	0%	0%	0%	0%	50%	50%	10%	90%	0%	
PEAK HR FACTOR	0.250			0.000			0.500			0.625			0.531
APP/DEPART	1	/	0	0	/	4	6	/	4	10	/	9	0
PM													
4:00 PM	0	0	1	0	0	0	0	0	0	0	2	0	3
4:15 PM	0	0	1	0	0	0	0	2	1	0	2	1	7
4:30 PM	0	0	0	0	0	0	0	1	1	0	1	0	3
4:45 PM	0	0	1	0	0	1	0	1	0	0	0	0	3
5:00 PM	0	0	0	0	0	0	0	0	0	2	2	0	4
5:15 PM	0	0	1	0	0	0	0	2	0	0	1	0	4
5:30 PM	0	0	0	0	0	0	0	0	0	0	1	0	1
5:45 PM	0	0	1	0	0	0	0	1	0	0	2	0	4
VOLUMES	0	0	5	0	0	1	0	7	2	2	11	1	29
APPROACH %	0%	0%	100%	0%	0%	100%	0%	78%	22%	14%	79%	7%	
APP/DEPART	5	/	1	1	/	4	9	/	12	14	/	12	0
BEGIN PEAK HR	4:15 PM												
VOLUMES	0	0	2	0	0	1	0	4	2	2	5	1	17
APPROACH %	0%	0%	100%	0%	0%	100%	0%	67%	33%	25%	63%	13%	
PEAK HR FACTOR	0.500			0.250			0.500			0.500			0.607
APP/DEPART	2	/	1	1	/	4	6	/	6	8	/	6	0

0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
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0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0



INTERSECTION TURNING MOVEMENT COUNTS

PREPARED BY: AimTD LLC. tel: 714 253 7888 cs@aimtd.com

Item 11.

DATE:
9/9/20
WEDNESDAY

LOCATION: Beaumont
NORTH & SOUTH: Veile
EAST & WEST: 6th

PROJECT #: SC2651
LOCATION #: 1
CONTROL: STOP N/S

CLASS 4:	NOTES:	AM		▲	
4 OR MORE AXLE TRUCKS		PM		N	
		MD	◀ W	S	E ▶
		OTHER		▼	

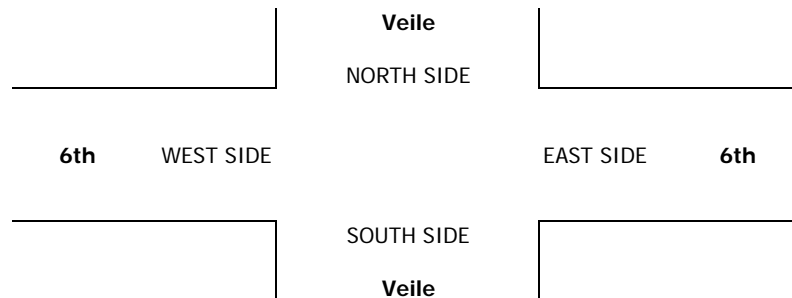
LANES:	NORTHBOUND <small>Veile</small>			SOUTHBOUND <small>Veile</small>			EASTBOUND <small>6th</small>			WESTBOUND <small>6th</small>			TOTAL
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
	X	X	1	X	X	1	X	2	0	1	1	0	

U-TURNS				
NB	SB	EB	WB	TTL

AM	7:00 AM	0	0	1	0	0	0	0	3	7	1	2	0	14
	7:15 AM	0	0	1	0	0	0	0	1	3	1	3	0	9
	7:30 AM	0	0	2	0	0	0	0	1	5	1	0	0	9
	7:45 AM	0	0	0	0	0	0	0	2	5	0	2	0	9
	8:00 AM	0	0	3	0	0	0	0	1	7	2	2	0	15
	8:15 AM	0	0	1	0	0	0	0	1	3	1	1	1	8
	8:30 AM	0	0	2	0	0	0	0	1	8	0	6	0	17
	8:45 AM	0	0	0	0	0	0	0	2	6	0	1	0	9
	VOLUMES	0	0	10	0	0	0	0	12	44	6	17	1	90
	APPROACH %	0%	0%	100%	0%	0%	0%	0%	21%	79%	25%	71%	4%	
APP/DEPART	10	/	1	0	/	50	56	/	22	24	/	17	0	
BEGIN PEAK HR	7:45 AM													
VOLUMES	0	0	6	0	0	0	0	5	23	3	11	1	49	
APPROACH %	0%	0%	100%	0%	0%	0%	0%	18%	82%	20%	73%	7%		
PEAK HR FACTOR	0.500			0.000			0.778			0.625			0.721	
APP/DEPART	6	/	1	0	/	26	28	/	11	15	/	11	0	
PM	4:00 PM	0	0	0	0	0	0	0	0	1	0	4	0	5
	4:15 PM	0	0	1	0	0	0	0	0	1	0	3	0	5
	4:30 PM	0	0	1	0	0	0	0	1	2	4	2	0	10
	4:45 PM	0	0	0	0	1	0	0	2	3	1	1	0	8
	5:00 PM	0	0	2	0	0	0	0	1	5	0	3	0	11
	5:15 PM	0	0	1	0	0	0	0	1	5	1	0	0	8
	5:30 PM	0	0	1	0	0	1	0	2	4	0	2	0	10
	5:45 PM	0	0	0	0	0	0	0	3	0	2	1	0	6
	VOLUMES	0	0	6	0	1	1	0	10	21	8	16	0	63
	APPROACH %	0%	0%	100%	0%	50%	50%	0%	32%	68%	33%	67%	0%	
APP/DEPART	6	/	0	2	/	30	31	/	16	24	/	17	0	
BEGIN PEAK HR	4:30 PM													
VOLUMES	0	0	4	0	1	0	0	5	15	6	6	0	37	
APPROACH %	0%	0%	100%	0%	100%	0%	0%	25%	75%	50%	50%	0%		
PEAK HR FACTOR	0.500			0.250			0.833			0.500			0.841	
APP/DEPART	4	/	0	1	/	22	20	/	9	12	/	6	0	

0	0	0	0	0
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0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0



INTERSECTION TURNING MOVEMENT COUNTS

PREPARED BY: AimTD LLC. tel: 714 253 7888 cs@aimtd.com

DATE:
9/9/20
WEDNESDAY

LOCATION:
NORTH & SOUTH:
EAST & WEST:

Beaumont
Veile
6th

PROJECT #: SC2651
LOCATION #: 1
CONTROL: STOP N/S

Item 11.

CLASS 5:	NOTES:	AM PM MD OTHER OTHER	▲ N ▶ E	◀ W ▼ S
RV				

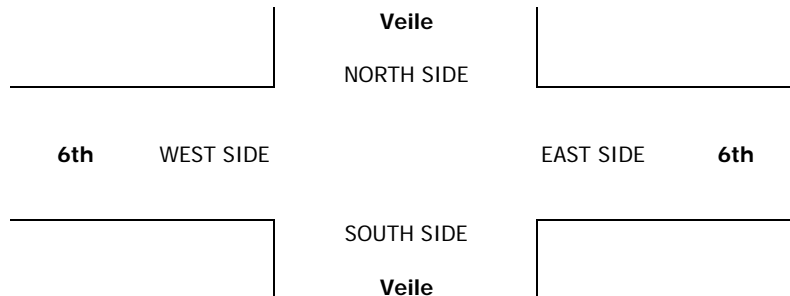
LANES:	NORTHBOUND Veile			SOUTHBOUND Veile			EASTBOUND 6th			WESTBOUND 6th			TOTAL
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
	X	X	1	X	X	1	X	2	0	1	1	0	

U-TURNS				
NB	SB	EB	WB	TTL

	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			TOTAL
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
AM													
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
8:15 AM	0	0	0	0	0	0	0	1	0	0	0	0	1
8:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
VOLUMES	0	0	0	0	0	0	0	1	0	0	0	0	1
APPROACH %	0%	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%	
APP/DEPART	0	/	0	0	/	0	1	/	1	0	/	0	0
BEGIN PEAK HR	7:30 AM												
VOLUMES	0	0	0	0	0	0	0	1	0	0	0	0	1
APPROACH %	0%	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%	
PEAK HR FACTOR	0.000			0.000			0.250			0.000			0.250
APP/DEPART	0	/	0	0	/	0	1	/	1	0	/	0	0
PM													
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
5:30 PM	0	0	0	0	0	0	0	1	0	0	0	0	1
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
VOLUMES	0	0	0	0	0	0	0	1	0	0	0	0	1
APPROACH %	0%	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%	
APP/DEPART	0	/	0	0	/	0	1	/	1	0	/	0	0
BEGIN PEAK HR	4:45 PM												
VOLUMES	0	0	0	0	0	0	0	1	0	0	0	0	1
APPROACH %	0%	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%	
PEAK HR FACTOR	0.000			0.000			0.250			0.000			0.250
APP/DEPART	0	/	0	0	/	0	1	/	1	0	/	0	0

0	0	0	0	0
0	0	0	0	0
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0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0



INTERSECTION TURNING MOVEMENT COUNTS

PREPARED BY: AimTD LLC. tel: 714 253 7888 cs@aimtd.com

DATE:
9/9/20
WEDNESDAY

LOCATION:
NORTH & SOUTH: Beaumont
EAST & WEST: Veile
6th

PROJECT #: SC2651
LOCATION #: 1
CONTROL: STOP N/S

Item 11.

CLASS 6:	NOTES:	AM		▲ N	
BUSES		PM		N	
		MD	◀ W	S	E ▶
		OTHER		▼	

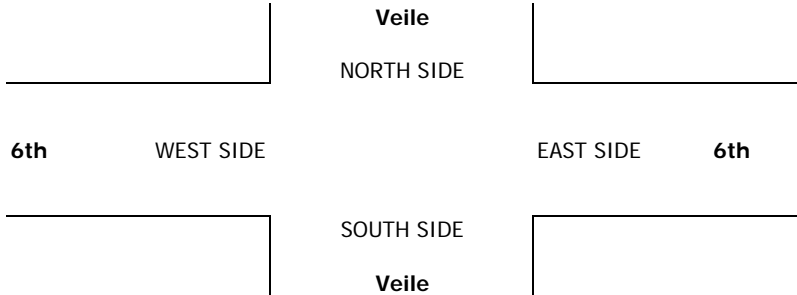
	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			TOTAL
	Veile			Veile			6th			6th			
LANES:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
	X	X	1	X	X	1	X	2	0	1	1	0	

U-TURNS				
NB	SB	EB	WB	TTL

AM	7:00 AM	0	0	0	0	0	0	0	0	0	1	0	1	
	7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	
	7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	
	7:45 AM	0	0	0	0	0	0	0	0	0	1	0	1	
	8:00 AM	0	0	0	0	0	0	0	1	0	0	0	1	
	8:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	
	8:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	
	8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	
	VOLUMES	0	0	0	0	0	0	0	1	0	0	2	0	3
	APPROACH %	0%	0%	0%	0%	0%	0%	0%	100%	0%	0%	100%	0%	
APP/DEPART	0	/	0	0	/	0	1	/	1	2	/	2	0	
BEGIN PEAK HR	7:00 AM													
VOLUMES	0	0	0	0	0	0	0	0	0	0	2	0	2	
APPROACH %	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	0%		
PEAK HR FACTOR	0.000			0.000			0.000			0.500			0.500	
APP/DEPART	0	/	0	0	/	0	0	/	0	2	/	2	0	
PM	4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	
	4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	
	4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	
	4:45 PM	0	0	0	0	0	0	0	1	0	0	0	1	
	5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	
	5:15 PM	0	0	0	0	0	0	0	0	0	0	1	1	
	5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	
	5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	
	VOLUMES	0	0	0	0	0	0	0	1	0	0	1	0	2
	APPROACH %	0%	0%	0%	0%	0%	0%	0%	100%	0%	0%	100%	0%	
APP/DEPART	0	/	0	0	/	0	1	/	1	1	/	1	0	
BEGIN PEAK HR	4:30 PM													
VOLUMES	0	0	0	0	0	0	0	1	0	0	1	0	2	
APPROACH %	0%	0%	0%	0%	0%	0%	0%	100%	0%	0%	100%	0%		
PEAK HR FACTOR	0.000			0.000			0.250			0.250			0.500	
APP/DEPART	0	/	0	0	/	0	1	/	1	1	/	1	0	

0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
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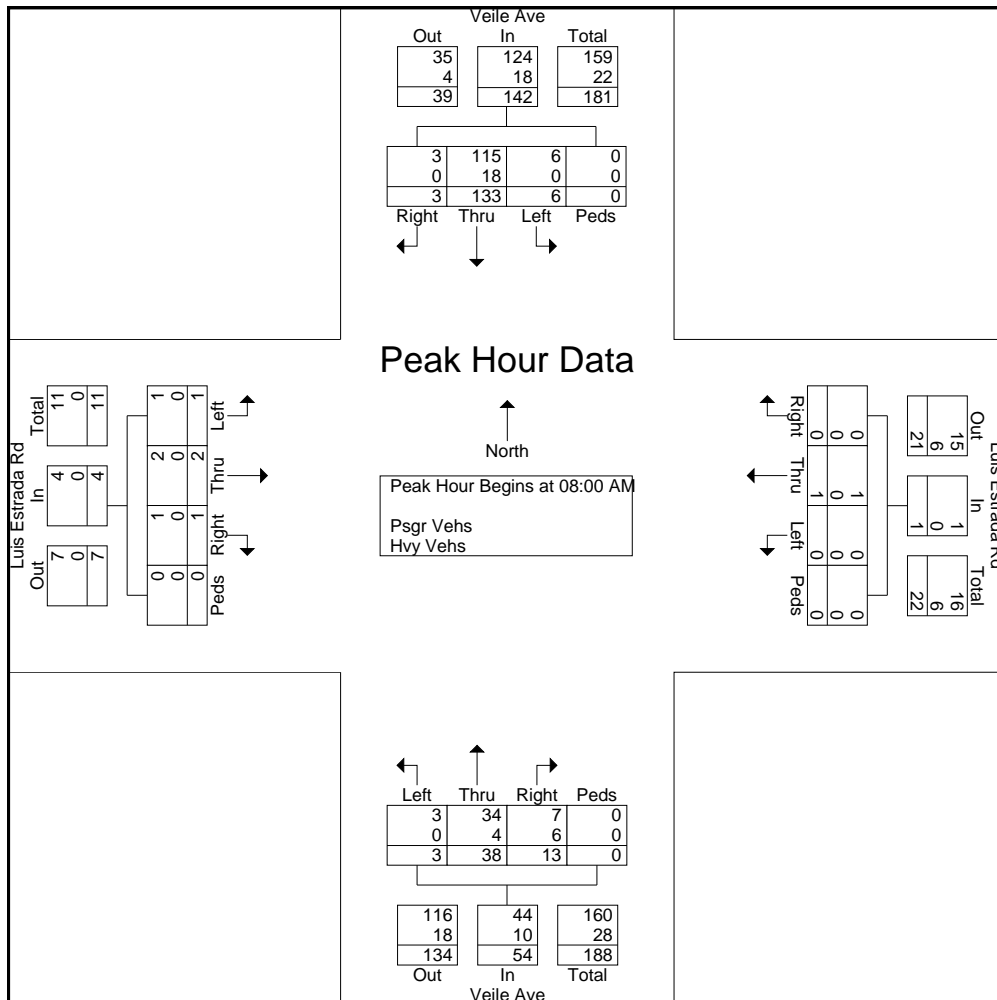


MINAGAR & ASSOCIATES, INC.
 ITS - Traffic/Civil/Electrical Engineering - Transportation Planning - CEM
 23282 Mill Creek Drive, Suite 120, Laguna Hills, CA 92653
 Ph: (949)707-1199 - Web: minagarinc.com

Client/Agency/Location:
 City of Beaumont

File Name : Veile Ave & Luis Estrada Rd
 Site Code : 01
 Start Date : 3/11/2021
 Page No : 4

Start Time	Luis Estrada Rd Eastbound					Luis Estrada Rd Westbound					Veile Ave Northbound					Veile Ave Southbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 08:00 AM																					
08:00 AM	0	0	0	0	0	0	1	0	0	1	0	8	6						3		
08:15 AM	0	1	0	0	1	0	0	0	0	0	1	10	1	0	12	1	29	0	0	30	43
08:30 AM	0	0	0	0	0	0	0	0	0	0	1	6	3	0	10	3	37	0	0	40	50
08:45 AM	1	1	1	0	3	0	0	0	0	0	1	14	3	0	18	0	39	0	0	39	60
Total Volume	1	2	1	0	4	0	1	0	0	1	3	38	13	0	54	6	133	3	0	142	201
% App. Total	25	50	25	0		0	100	0	0		5.6	70.4	24.1	0		4.2	93.7	2.1	0		
PHF	.250	.500	.250	.000	.333	.000	.250	.000	.000	.250	.750	.679	.542	.000	.750	.500	.853	.250	.000	.888	.838
Psgr Vehs	100	100	100	0	100	0	100	0	0	100	100	89.5	53.8	0	81.5	100	86.5	100	0	87.3	86.1
% Psgr Vehs	0	0	0	0	0	0	0	0	0	0	0	4	6	0	10	0	18	0	0	18	28
Hvy Vehs	0	0	0	0	0	0	0	0	0	0	0	10.5	46.2	0	18.5	0	13.5	0	0	12.7	13.9
% Hvy Vehs	0	0	0	0	0	0	0	0	0	0	0	10.5	46.2	0	18.5	0	13.5	0	0	12.7	13.9



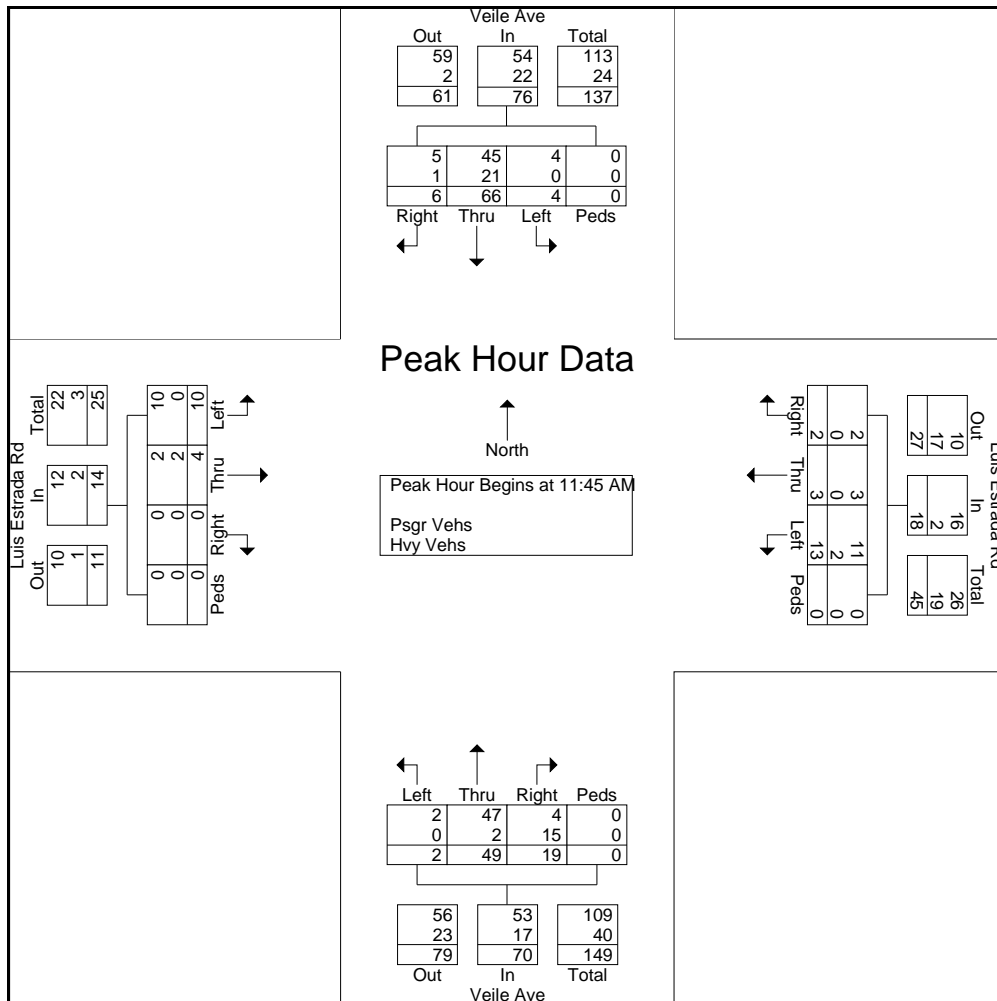


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Peak Hour Analysis From 11:00 AM to 12:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 11:45 AM																					
11:45 AM	2	2	0	0	4	2	0	0	0	2	0	9	3	0	12	2		4		22	40
12:00 PM	3	2	0	0	5	1	0	1	0	2	1	15	6	0	22	0	18	0	0	18	47
12:15 PM	5					5	2	0	0	7	0	12	3	0	15	1	18	1	0	20	47
12:30 PM	0	0	0	0	0	5	1	1	0	7	1	13	7								
Total Volume	10	4	0	0	14	13	3	2	0	18	2	49	19	0	70	4	66	6	0	76	178
% App. Total	71.4	28.6	0	0		72.2	16.7	11.1	0		2.9	70	27.1	0		5.3	86.8	7.9	0		
PHF	.500	.500	.000	.000	.700	.650	.375	.500	.000	.643	.500	.817	.679	.000	.795	.500	.917	.375	.000	.864	.947
Psg. Vehs					85.7	84.6	100	100	0	88.9	100	95.9	21.1	0	75.7	100	68.2	83.3	0	71.1	75.8
Hvy Vehs	0	2	0	0	2	2	0	0	0	2	0	2	15	0	17	0	21	1	0	22	43
% Hvy Vehs		50.0				15.4	0	0	0	11.1	0	4.1	78.9	0	24.3	0	31.8	16.7	0	28.9	24.2





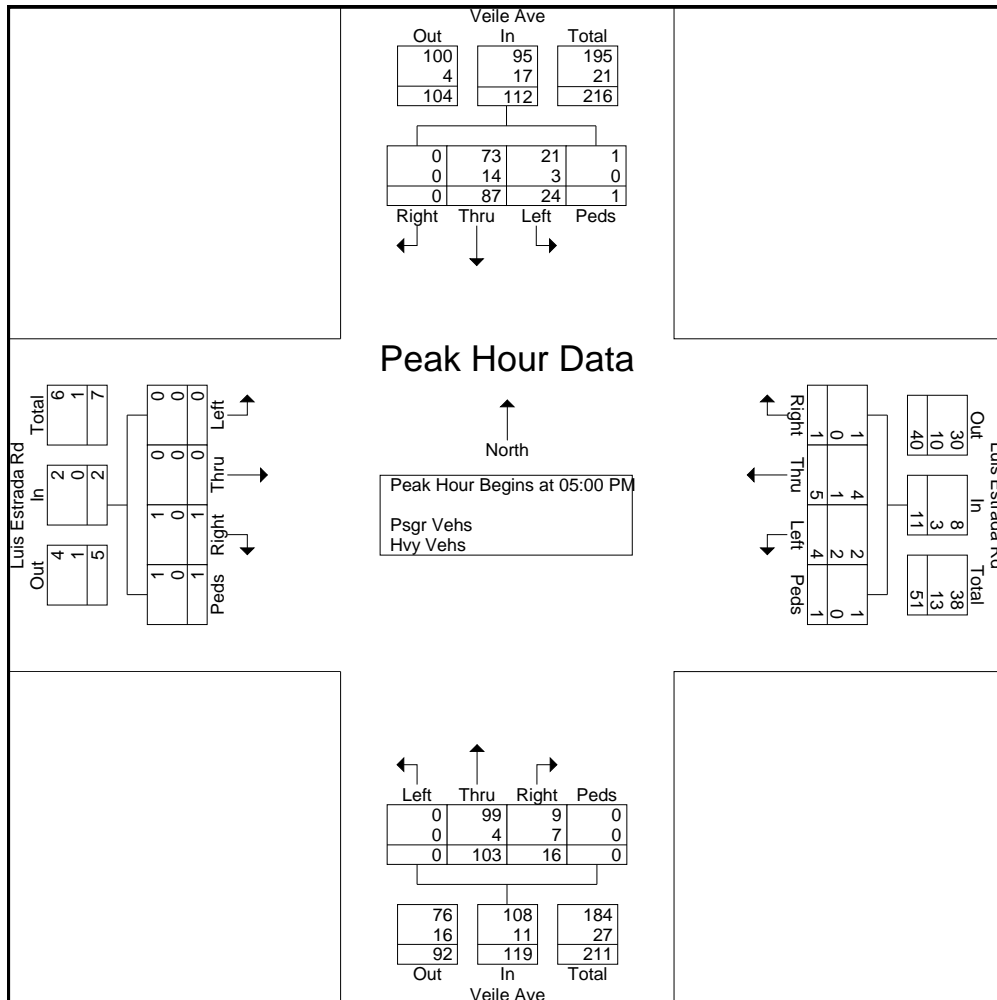
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Peak Hour Analysis From 02:00 PM to 05:45 PM - Peak 1 of 1																						
Peak Hour for Entire Intersection Begins at 05:00 PM																						
05:00 PM	0	0	0	0	0	0	0	0	1							12						
05:15 PM	0	0	0	1	1	1	4	0	0	5	0	32	6	0	38	7	27	0	1	35	79	
05:30 PM	0	0	0	0	0	1	1	1					8		41	2	24	0	0	26	70	
05:45 PM	0	0	1			2						35	1	0	36	3	30	0	0	33	72	
Total Volume	0	0	1	1	2	4	5	1	1	11	0	103	16	0	119	24	87	0	1	112	244	
% App. Total	0	0	50	50		36.4	45.5	9.1	9.1		0	86.6	13.4	0		21.4	77.7	0	0.9			
PHF	.000	.000	.250	.250	.500	.500	.313	.250	.250	.550	.000	.736	.500	.000	.726	.500	.725	.000	.250	.800	.772	
Psg. Vehs	0	0	100	100	100	50.0	80.0	100	100	72.7	0	96.1	56.3	0	90.8	87.5	83.9	0	100	84.8	87.3	
% Psg. Vehs	0	0	0	0	0	2	1	0	0	3	0	4	7	0	11	3	14	0	0	17	31	
Hvy Vehs	0	0	0	0	0	50.0	20.0	0	0	27.3	0	3.9	43.8	0	9.2	12.5	16.1	0	0	15.2	12.7	
% Hvy Vehs	0	0	0	0	0																	





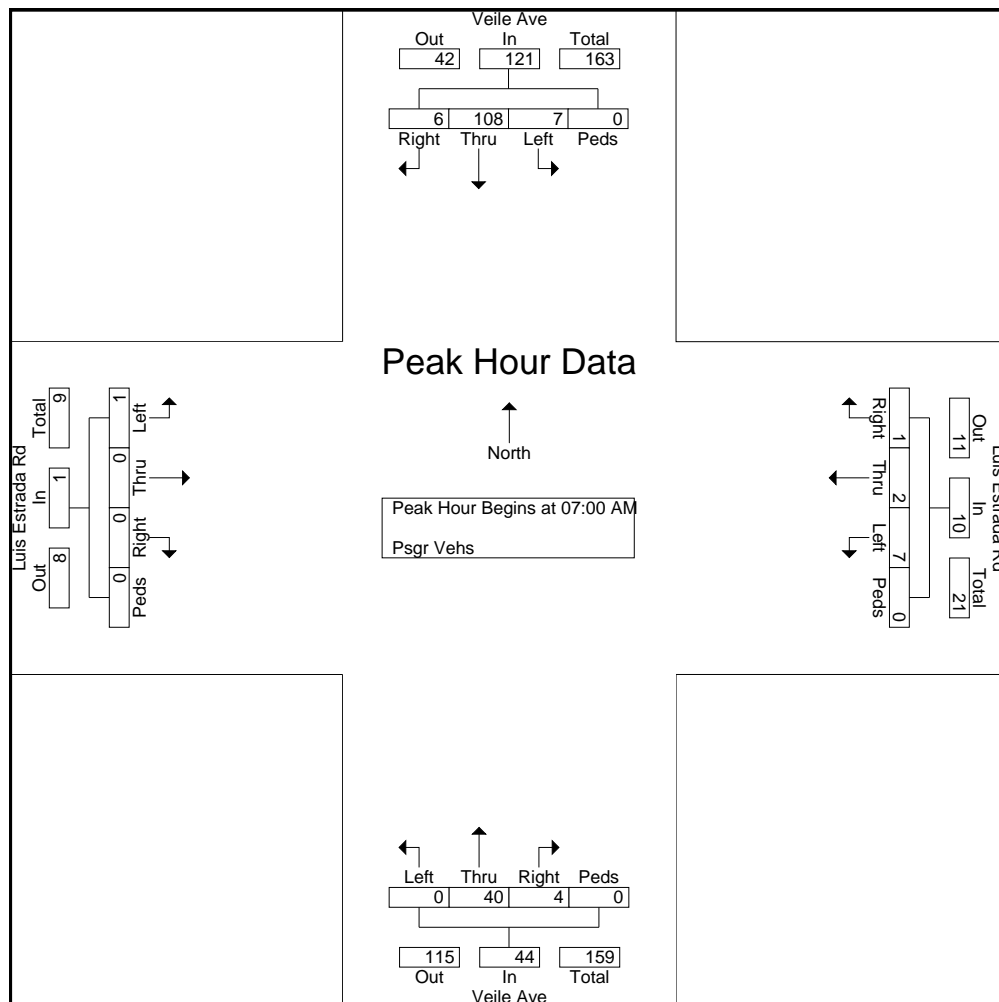
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Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:00 AM																					
07:00 AM	0	0	0	0	0	3					3	0	8	1	0	9	2	25	3		
07:15 AM	0	0	0	0	0	1	1	0	0	2	0	12	1	0	13	1	28	2	0	31	46
07:30 AM	0	0	0	0	0	3	0	0	0	3	0	8	2								
07:45 AM	1	0	0	0	1	0	1	1	0	2	0	12	0	0	12	4	30	0	0	34	49
Total Volume	1	0	0	0	1	7	2	1	0	10	0	40	4	0	44	7	108	6	0	121	176
% App. Total	100	0	0	0		70	20	10	0		0	90.9	9.1	0		5.8	89.3	5	0		
PHF	.250	.000	.000	.000	.250	.583	.500	.250	.000	.833	.000	.833	.500	.000	.846	.438	.900	.500	.000	.890	.898



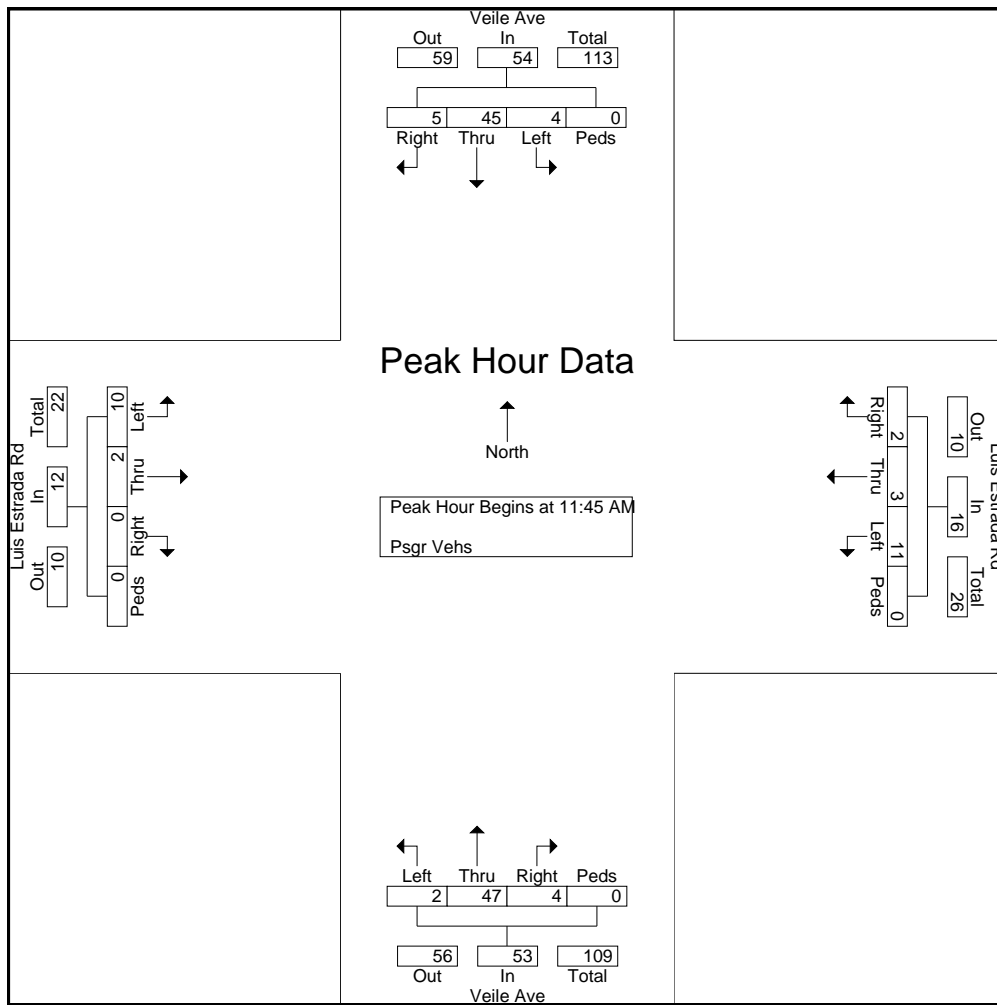


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	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
Peak Hour Analysis From 11:00 AM to 12:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 11:45 AM																					
11:45 AM	2	1	0	0	3	2	0	0	0	2	0	8	1			2		3			
12:00 PM	3	1	0	0	4	1	0	1	0	2	1	15	1	0	17	0	12	0	0	12	35
12:15 PM	5				5	4	2	0	0	6	0	12	1	0	13	1	14	1	0	16	40
12:30 PM	0	0	0	0	0	4	1	1	0	6	1	12	1	0	14	1	10	1	0	12	32
Total Volume	10	2	0	0	12	11	3	2	0	16	2	47	4	0	53	4	45	5	0	54	135
% App. Total	83.3	16.7	0	0		68.8	18.8	12.5	0		3.8	88.7	7.5	0		7.4	83.3	9.3	0		
PHF	.500	.500	.000	.000	.600	.688	.375	.500	.000	.667	.500	.783	1.0	.000	.779	.500	.804	.417	.000	.844	.844





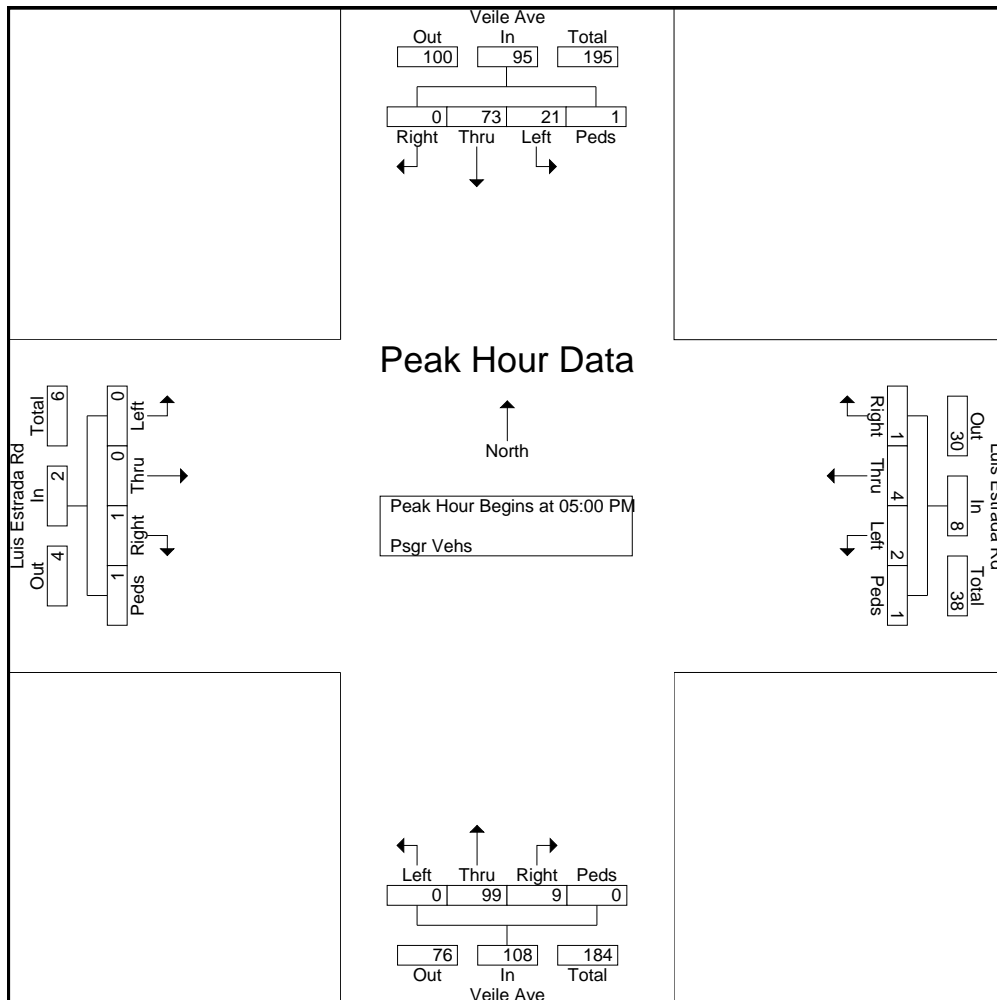
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Peak Hour Analysis From 02:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 05:00 PM																					
05:00 PM	0	0	0	0	0	0	0	0	1							12					
05:15 PM	0	0	0	1	1	1	3	0	0	4	0	30	2	0	32	6	20	0	1	27	64
05:30 PM	0	0	0	0	0	0	1	1	0	2	0	31	5	0	36	2	23	0	0	25	63
05:45 PM	0	0	1									35	1	0	36	1	29	0	0	30	68
Total Volume	0	0	1	1	2	2	4	1	1	8	0	99	9	0	108	21	73	0	1	95	213
% App. Total	0	0	50	50		25	50	12.5	12.5		0	91.7	8.3	0		22.1	76.8	0	1.1		
PHF	.000	.000	.250	.250	.500	.500	.333	.250	.250	.500	.000	.707	.450	.000	.750	.438	.629	.000	.250	.792	.783



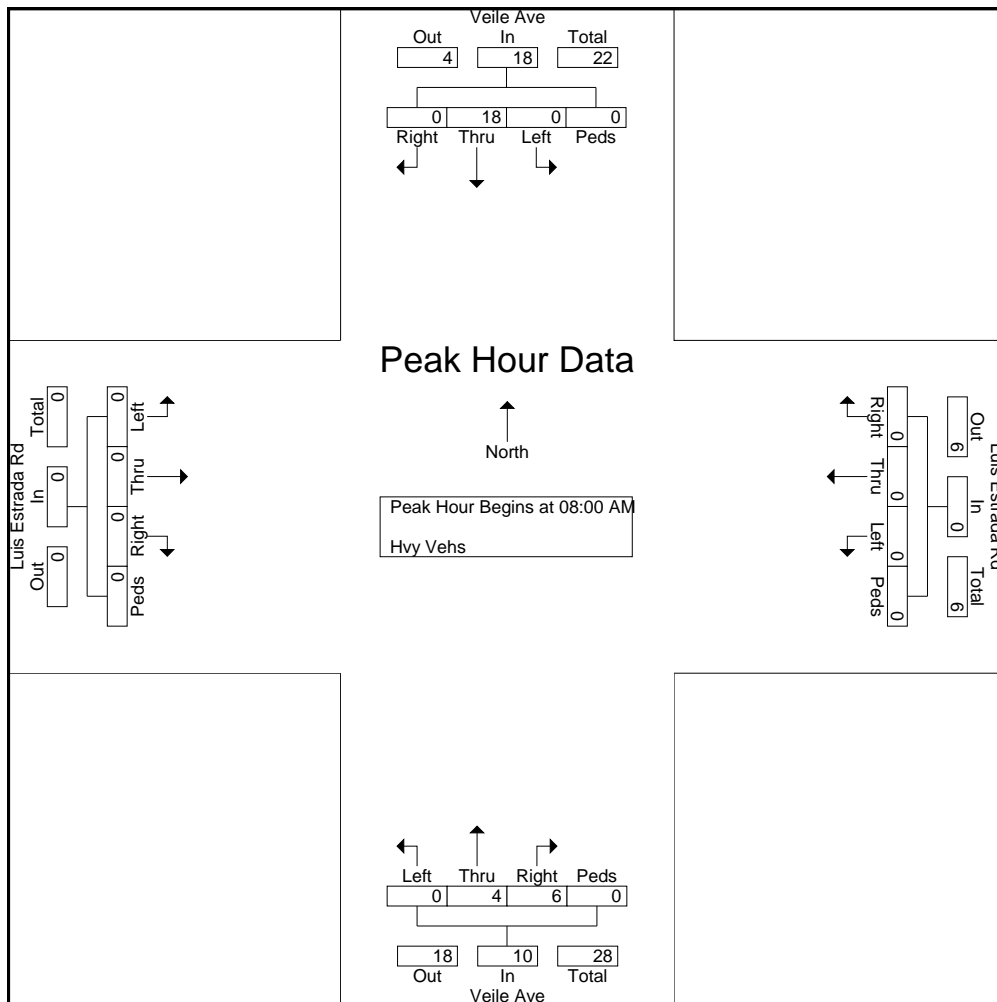


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Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 08:00 AM																					
08:00 AM	0	0	0	0	0	0	0	0	0	0	0	2	4	0	6	0	2	0	0	2	8
08:15 AM	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	2	0	0	2	3
08:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	6	0	0	6	7
08:45 AM	0	0	0	0	0	0	0	0	0	0	0	1	1	0	2	0	8	0	0	8	10
Total Volume	0	0	0	0	0	0	0	0	0	0	0	4	6	0	10	0	18	0	0	18	28
% App. Total	0	0	0	0	0	0	0	0	0	0	0	40	60	0	100	0	100	0	0	100	100
PHF	.000	.000	.000	.000	.000	.000	.000	.000	.000	.000	.000	.500	.375	.000	.417	.000	.563	.000	.000	.563	.700



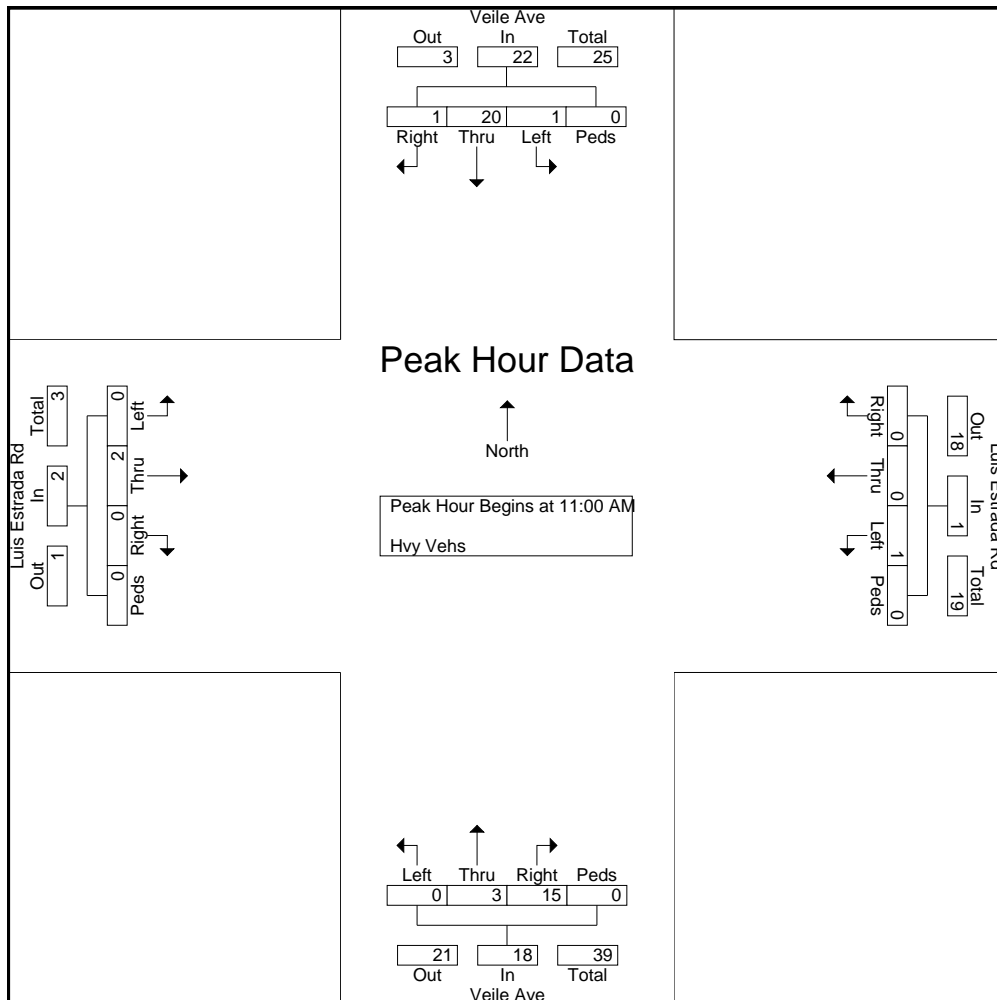


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Peak Hour Analysis From 11:00 AM to 12:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 11:00 AM																					
11:00 AM	0	1	0	0	1	0	0	0	0	0	0	1	8	9	0	6	0	0	6	16	
11:15 AM	0	0	0	0	0	1	0	0	0	1	0	1	5	6	1	4	0	0	4	12	
11:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	4	4	
11:45 AM	0	1	0	0	1	0	0	0	0	0	0	1	2	3	0	7	1	0	8	12	
Total Volume	0	2	0	0	2	1	0	0	0	1	0	3	15	18	1	20	1	0	22	43	
% App. Total	0	100	0	0		100	0	0	0		0	16.7	83.3		4.5	90.9	4.5	0			
PHF	.000	.500	.000	.000	.500	.250	.000	.000	.000	.250	.000	.750	.469	.500	.250	.714	.250	.000	.688	.672	





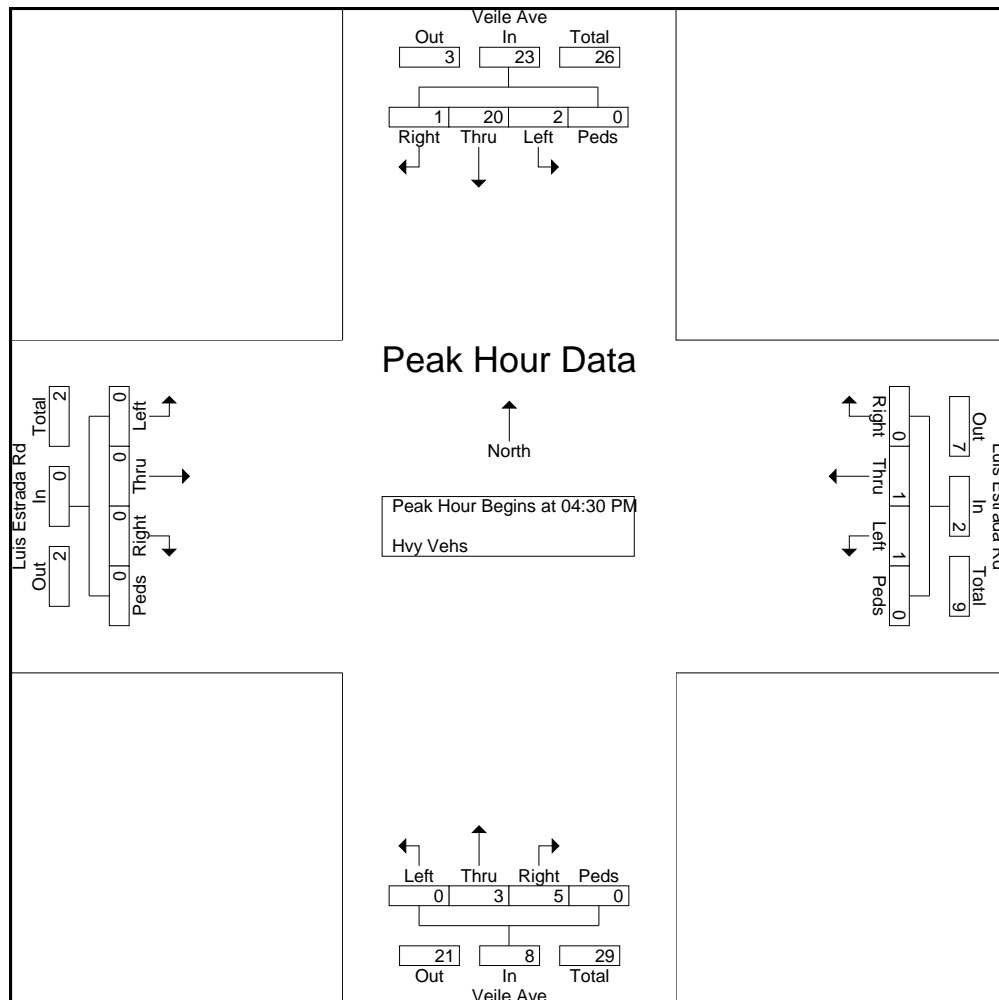
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Peak Hour Analysis From 02:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:30 PM																					
04:30 PM	0	0	0	0	0	1				1	0	1	0	0	1	1	8	0	0	9	11
04:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	1			
05:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	5	5
05:15 PM	0	0	0	0	0	0	1	0	0	1	0	2	4	0	6	1	7	0	0	8	15
Total Volume	0	0	0	0	0	1	1	0	0	2	0	3	5	0	8	2	20	1	0	23	33
% App. Total	0	0	0	0	0	50	50	0	0	100	0	37.5	62.5	0	100	8.7	87	4.3	0	100	
PHF	.000	.000	.000	.000	.000	.250	.250	.000	.000	.500	.000	.375	.313	.000	.333	.500	.625	.250	.000	.639	.550





MINAGAR & ASSOCIATES, INC.

Traffic Engineering – Transportation Planning – Intelligent Transportation Systems (ITS) – Civil/Electrical Engineering & CEM Consultants

Item 11.



April 23, 2021

Mr. Jeff Hart, PE
Public Works Director/City Engineer
City of Beaumont
550 East Street
Beaumont, CA 92223

Subject: TO#54 – Research of Roadway Classification for Veile Avenue, Beaumont, CA

Dear Mr. Hart,

We have concluded our investigation of the roadway classification of Veile Avenue on the State and Federal roadway system. Our research has revealed the following salient points:

- Veile Avenue is not on the National Highway System.
- Veile Avenue is shown on the State of California Highway System Map. It is designated as a Major Collector (pl. refer to the attached GIS exhibit). It connects Oak Valley Parkway to Westward Avenue to the north and south of the City respectively.
- Since the subject avenue is not on the “numbered” highway system of the Federal nor State, therefore, it is under the City’s jurisdiction.
- Further investigation also reveals that due to the extreme low traffic volume and utilization from hand, odd alignment, numerous traffic control devices, physical geometry interruptions and lack of a direct circulation path, it does not serve as a functional “major arterial” in the City.
- It is therefore concluded that the temporary closure of the Veile Ave segment between West 6th Street to the north and Luis Estrada to the south will not have any adverse impact on traffic nor its functional classification.

Should you have any questions, I can be contacted conveniently via e-mail at minagarf@minagrinc.com.

Thank you.

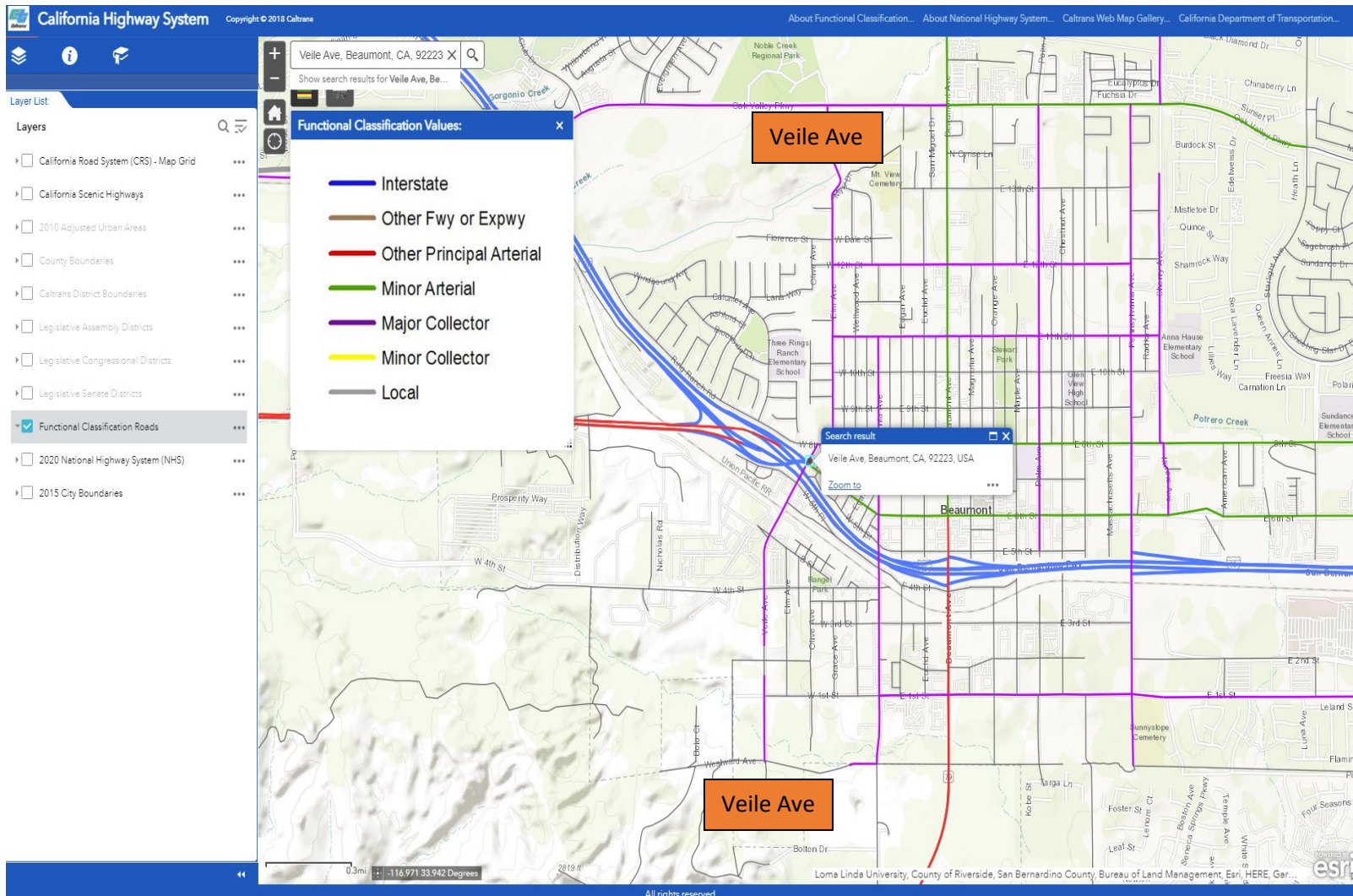
Sincerely,

MINAGAR & ASSOCIATES, INC.
(A California Corporation)

Fred Minagar, MS, RCE, PE, FITE
President/Contract City Traffic Engineer

Functional Classification of Veile Avenue on the State of California Highway System, Beaumont, CA

Item 11.





Staff Report

TO: City Council

FROM: Jennifer Ustation, Interim Finance Director

DATE: May 18, 2021

SUBJECT: **FY2021 COPS/Equipment Replacement/Equipment Internal Service Fund Budget Adjustments**

Background and Analysis:

This report requests adjustments to the Citizen Option Public Safety (COPS), Equipment Replacement, and Equipment Replacement Internal Service Fund budget and seeks approval to purchase identified equipment out of the Equipment Replacement and Equipment Replacement Internal Service Fund.

Citizen Option Public Safety (COPS) Budget Adjustment - \$158,300

The Citizen Option Public Safety budget for FY2020 had \$200,000 as a budgeted line item for the purchase and installation of tablets for police vehicle replacement and \$8,300 for Coplogic software. Due to timing with the Coplogic software and the purchase of the tablets and installation, the expenditures were not able to take place in FY2020 and were captured in FY2021. City staff is recommending to re-appropriate the FY2020 budget authority of the Coplogic software, tablets and installation of tablets which cost \$158,300, less than the FY2020 budgeted amount of \$208,300.

This adjustment seeks \$150,000 for police vehicle tablets and installation and \$8,300 for Coplogic software. Attachment A includes the recommended adjustments to COPS Fund spending for FY2021.

Equipment Replacement and Equipment Replacement Internal Service Fund Budget Adjustment - \$254,450

During the FY22 budget process City staff indicated that the backhoe for the Streets Maintenance Department had lost 50% of hydraulic power resulting in a significant lack of functionality. Due to the age of the equipment (21 years old) it is recommended that the backhoe is replaced for the Street Maintenance Department. This new backhoe is needed for repairing sinkholes, sidewalks, curbs and gutters, and asphalt. It is also used

to clean up after traffic collisions, downed trees, trash removal and dumpster loading, and alley grading. In addition, it is used for after storm road cleanups and any other project (construction or maintenance) that warrant use of the backhoe.

City staff also identified additional new equipment that is currently needed to reduce time constraints, increase City staff efficiency and lower costs of equipment rental.

VAC-TRON CV series – storm vacuum trailer, the State Water Board requires a percentage of catch basins to be cleared annually and reports filed with the State. This equipment will be used to remain compliant with the State Water Board and avoid potential fines.

Stump Grinder – Historically, the City has not fully removed stumps when a tree falls or is removed. There are 72 stumps around the City that need to be grinded down. Some of the stumps are in parks and each of those stumps pose a tripping hazard and need to be addressed.

Chipper – during high wind events City crews are dealing with removing and hauling off large limbs and trees that are falling in parks and rights of ways. The chipper will allow the City to dispose of limbs in a way that is time efficient and reduces dump fee costs associated with post event clean up efforts.

City staff has identified funds in the Equipment Replacement Fund which has a balance of \$213,555 and is recommending depleting this fund for these identified equipment needs and the remaining \$40,895 to come from the Equipment Replacement Internal Service Fund established by City Council in December 2020. Attachment B includes the requested equipment and recommended adjustments to the Equipment Replacement Fund and Equipment Internal Service Fund spending for FY2021.

Fiscal Impact:

The impact of COPS Fund adjustments is to increase expenditure authority by \$158,300. This will reduce the fund balance in the COPS fund by this same amount.

The impact of these adjustments for the equipment replacement will increase expenditure authority in the Equipment Replacement Fund by \$213,555, thereby reducing the balance in the fund by the same amount. City staff also recommends increasing the expenditure authority of the Equipment Internal Service fund by \$40,895. This will reduce the fund balance in the Equipment Internal Service fund by the same amount.

Recommended Action:

Approve the proposed Citizen Option Public Safety budget adjustments in the amount of \$158,300, and

Approve the proposed Equipment Replacement and Equipment Internal Service budget adjustments in the amount of \$254,450.

Attachments:

- A. COPS Fund Recommended Operating Budget Adjustments
- B. Equipment Replacement and Equipment Internal Service Recommended Budget Adjustments

Attachment A

FY 2020-21 Citizen Option Public Safety - Proposed Mid-Year Budget Adjustments

Account Type	Department	Type of Expense	Acct Number	Action Requested of the City Council	Current Budget	Proposed Budget	Increase/ (Decrease)	Explanation
Expense	Police	Tablets and Hardware for Vehicles	220-0000-7072-0000		\$ -	\$ 150,000.00	\$ 150,000.00	This reflects tablets and installation needed for Police Interceptor vehicle replacements previously budgeted in FY 2020.
Expense	Police	Software	220-0000-7071-0000		\$ -	\$ 8,300.00	\$ 8,300.00	The reflects the Coplogic software that was previously budgeted in FY 2020.
							<u>\$ 158,300.00</u>	

Attachment B

Equipment Replacement Fund

Account Type	Department	Type of Expense	Acct Number	Action Requested of the City Council	Current Budget	Proposed Budget	Increase/ (Decrease)	Explanation
Expense	Streets Maintenance	Backhoe	505-0000-8040-0000		\$ -	\$ 150,000.00	\$ 150,000.00	This reflects the replacement of backhoe to be used in the Streets Maintenance Department.
Expense	Streets Maintenance	VAC-TRON	505-0000-8040-0000		\$ -	\$ 50,000.00	\$ 50,000.00	This reflects the purchase of a VAC-TRON CV series - storm vaccum trailer to be used in the Streets Maintenance Department.
Expense	Parks and Grounds	Chipper	505-0000-8040-0000		\$ -	\$ 13,555.00	\$ 13,555.00	This reflects the purchase of a chipper which is to be used in the Parks and Grounds Department. Partial funding here and partial funding from ISF fund.
							\$ 213,555.00	

Equipment Internal Service Fund

Expense	Parks and Grounds	Stump Grinder	600-0000-8040-0000		\$ -	\$ 35,600.00	\$ 35,600.00	This reflects the purchase of a stump grinder to be used in the Parks and Grounds Department.
Expense	Parks and Grounds	Chipper	600-0000-8040-0000		\$ -	\$ 5,295.00	\$ 5,295.00	This reflects the purchase of a chipper which is to be used in the Parks and Grounds Department. Partial funding here and partial funding from equipment replacement fund.
							\$ 40,895.00	



Staff Report

TO: City Council
FROM: Jennifer Ustation, Interim Finance Director
DATE: May 18, 2021
SUBJECT: Approval of Amendments to the City of Beaumont Investment Policy

Background and Analysis:

On September 15, 2020, the City Council adopted an investment policy and at that time the topic of engaging an investment advisor was discussed to provide benefits to the City's investment portfolio and assist in achieving the goals of the investment policy.

On February 16, 2021, City Council approved a contract for investment advisor and portfolio management services with Public Trust Advisors, LLC (Public Trust). As a part of the contractual services, Public Trust analyzed the City's current investment policy and recommend policy amendments. After City staff's review, the amended policy was presented to the Finance and Audit Committee at their meeting of May 10, 2021.

Highlights of Recommended Amendments

- Updated language to incorporate most recent changes and legislative updates to the California government code,
- Establishes the Finance and Audit Committee to provide general oversight and direction regarding policy-driven issues and considerations in connection with the City's investment portfolio,
- Added performance standards and evaluation section to clarify the criteria by which the portfolio's long-term performance will be evaluated,
- Add asset-backed commercial paper as an authorized investment,
- Add medium-term corporate notes as an authorized investment,
- Add specified supranational securities as an authorized investment, and
- Add mortgage pass-through and asset-backed securities as an authorized investment.

City staff would note that the key principals of stability of principle, liquidity and investment return remain unchanged. All of the added investments will meet these standards but allow for greater flexibility and for improved levels of diversification.

Finance Committee Recommended Changes

- Add Finance Committee and City Council under Section 8 – Indemnification.

Public Trust has advised that with the proposed amendments the policy will meet the standards necessary to be certified through the California Municipal Treasurers Association. The benefit of the policy certification demonstrates that due diligence was performed, shows transparency of the governing body to the public, assists to satisfy auditors when reviewing the policy, and provides trust, confidence and verification that the policy has been reviewed and certified by a professional organization within California. City staff intends to submit the policy for certification if approved by City Council.

Fiscal Impact:

The estimated cost to prepare this report is \$477.

Recommended Action:

Review the proposed revisions to the investment policy,
Approve the recommended modification to Section 8 – Indemnification, and any other modifications recommended by City Council, and
Adopt the amended Investment Policy.

Attachments:

- A. Proposed Amended Beaumont Investment Policy with Finance Committee Recommended Changes – clean draft
- B. Proposed Amended Beaumont Investment Policy with Finance Committee Recommended Changes – redlined draft

City of Beaumont Statement of Investment Policy

1. Introduction

In accordance with the charter of the City of Beaumont and under authority granted by the City Council, the City Manager is designated the responsibility for investing the unexpended cash in the City Treasury and the overall conduct of the City's investment program. The intent of this Investment Policy is to formalize the framework for the investment activities that shall be exercised to ensure the effective and judicious fiscal and investment management of the City's funds. The City's portfolio shall be designed and managed in such a manner as to comply with state and local laws, provide for daily cash flow requirement, ensure consistency with the prioritized objectives of safety, liquidity, and return, and in a manner consistent with prudent investment management and worthy of the public trust.

2. Governing Authority

The City's investment program shall be managed in conformance with federal, state, and other legal requirements, including California Government Code Sections 16429.1-16429.4, 53600-53609, and 53630-53686. This Investment Policy was endorsed and adopted by the City Council and is effective **{Insert Effective Date}**. This Investment Policy shall replace all previous versions.

3. Scope

The City's investment policies apply to all personnel, departments, divisions and offices of the City government as well as all associated accounting funds under the direct authority of the City of Beaumont. These accounting funds include, but are not limited to, the General Fund, Special Revenue Funds, Enterprise Funds, Internal Service Funds, Debt Service Funds, Capital Projects Funds, Private Purpose Trust Funds and Agency Trust Funds. These investment policies are also applicable to the City's blended component units, including the Successor Agency to the Beaumont Redevelopment Agency, Beaumont Utility Authority, and the Beaumont Public Improvement Authority.

The City commingles its investable assets to maximize interest earnings and to increase efficiencies with respect to investment pricing, safekeeping, and administration. Investment income will be allocated to the various funds based on their respective percentage participation in the total fund and in accordance with generally accepted accounting principles.

Proceeds arising from the issuance of debt shall be invested in accordance with the provisions of their governing bond documents and in a manner consistent with the City's general investment philosophy as outlined in this Investment Policy.

4. Responsibility

The City Manager is responsible for the City's implementation and compliance with these policies, unless the City Council authorizes exceptions. Under the direction of the City Manager, the Finance Director will review, develop and implement a system of processes and procedures to ensure compliance with these policies throughout the entire organization. The City Manager will work with the Finance Director to ensure these policies are updated on a timely basis.

5. Pooling of Funds

The City of Beaumont consolidates cash balances from all eligible funds to maximize investment earnings. Funds held by the Trustee are not eligible to be pooled. The City schedules its collection of receipts, deposits of

City of Beaumont Statement of Investment Policy

funds and disbursements of monies to ensure maximum availability of cash for temporary investment purposes. Investment income is allocated to the various Funds based on their respective participation and in accordance with Generally Accepted Accounting Principles (GAAP).

6. Objectives

The prioritized objectives of the City's investment program are to preserve principal (safety), ensure sufficient liquidity (liquidity), and generate a market rate of return (return).

1. **Safety:** Safety of principal is the foremost investment objective of the City's investment program. Investment shall be undertaken in a manner designed to ensure the preservation of capital in overall portfolio growth. The City shall seek to preserve principal by mitigating credit risk and interest rate risk.
2. **Liquidity:** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. Because not all liquidity needs can be anticipated, the investment portfolio shall focus on securities with active secondary and resale markets.
3. **Return:** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints of safety and liquidity.

Set forth in Section 17 of this Investment Policy are certain strategies and principles utilized by the City to manage investment risks.

7. Standard of Care

The standard of prudence to be used by City investment officials shall be the "Prudent Investor Standard" and shall be applied in the context of managing the overall portfolio. As set forth in the California Government Code 53600.3, the Prudent Investor Standard states:

"...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

Consistent with the objectives set forth in section vi of this Investment Policy, in addition to safeguarding invested principal and ensuring sufficient liquidity for the City, a prudent investor should also seek optimize portfolio return subject to these constraints.

8. Indemnification

The City Manager, Finance Director, Finance Committee, City Council and other authorized persons responsible for managing or overseeing City funds, acting in accordance within written procedures and the intent and scope of this Investment Policy and exercising due diligence, shall be relieved of personal liability for an individual security's credit risk or market price changes, provided that deviations from expectations are reported in a timely manner and appropriate action is taken to control adverse developments.

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9. Ethics and Conflicts of Interest

Officers and employees involved in the investment process will refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial investment decisions. Consistent with the requirements of the California fair Political Practices Commission, employees and investment officials will disclose any material interest in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers will refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City of Beaumont.

10. Delegation of Authority

The authority to manage the City's investment program is provided by the California Government Code Sections 53600 *et seq.* Authority to manage the City's investment program is granted to the City Manager and his or her designee. Responsibility for the operation of the investment program is hereby delegated to the Finance Director, who shall act in accordance with this investment policy. The Finance Director shall establish procedures for the operation consistent with this investment policy and may authorize other finance department staff to initiate investment transactions. All participants in the investment process shall seek to act responsibly as custodians of the public trust. No officer or designee may engage in an investment transaction except as provided under the terms of this policy and supporting procedures.

The City may contract with one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940 and specialize in the management of public funds fixed income portfolios.

11. Finance Committee

A Finance Committee is established to provide general oversight and direction concerning policy related issues concerning management of the City's investment portfolio. The committee shall meet at quarterly unless circumstances require more frequent meetings.

12. Authorized Financial Institutions, Depositories, Broker Dealers, and Competitive Transactions

In circumstances where the investment portfolio is managed internally, the requirements set forth in Sections A and B, below, shall apply;

A. The City shall maintain a list of financial institutions and depositories authorized to provide investment services. In addition, the City shall maintain a list of approved security broker/dealers selected by conducting a process of due diligence. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission ("SEC") Rule 15C3-1 (uniform net capital rule). The Finance Director will determine which financial institutions are authorized to provide investment services to the City. Institutions eligible to transact investment business with the City include:

1. Primary government dealers as designated by the Federal Reserve System
2. Regional broker/dealers qualified under SEC Rule 15C3-1
3. Nationally or state-chartered banks

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4. The Federal Reserve Bank
5. Direct issuers of securities eligible for purchase

B. Investment staff shall review broker/dealers who would like to transact with the City to determine if they are adequately capitalized and make markets in the securities appropriate to the City's needs. The Investment Officer shall send a copy of the current investment policy to all broker/dealers approved to transact with the City. Financial institutions which desire to become qualified broker/dealers for investment transactions (and which are not transacting solely through an investment advisor) must provide the City with a statement certifying that the institution has reviewed the California Government Code Section 53600 et seq. and the City's Investment Policy. The selection of broker/dealers shall be at the sole discretion of the City.

C. Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the investment adviser, provided such broker/dealers meet the requirements set forth in section A, above.

D. Public deposits will be made only in qualified public depositories as established by State statutes. Deposits will be insured by the Federal Deposit Insurance Corporation (FDIC), or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with state statutes. A written contract of deposit of public funds must be obtained from the financial institution, indicating the institution's policy and process of FDIC insurance and collateralization.

E. It is the policy of the City to require competitive bidding from at least three broker/dealers for investment transactions that are not classified as "new issue" securities whenever possible and practical. Such competitive bidding can be executed through a competitive bidding or through the use of a nationally recognized trading platform. In such circumstances where competitive price comparisons are not available, best efforts will be made to document quotations for comparable or alternative securities.

13. Security Safekeeping and Delivery Procedures

Third-Party safekeeping: To protect against fraud, embezzlement, or losses caused by collapse of an individual securities dealer and to enhance access to securities and interest payments, all securities owned by the City shall be held in safekeeping by a third party bank trust department acting as agent for the City under the terms of a duly executed custody agreement. In connection with the City's annual independent audit, securities held in custody are audited to verify investment holdings. No outside broker/dealer or advisor may have access to the City funds, accounts or investments, and any transfer of funds to or through an outside broker/dealer must be approved by the City Council.

Delivery-Versus-Payment: All trades of marketable securities shall be cleared and settled on a standard delivery-versus-payment ("DVP") basis to ensure that securities are deposited in the City's safekeeping account prior to the release of funds.

14. Internal Controls

A system of internal controls has been established to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, or unanticipated changes in financial markets. Internal controls deemed most important include control of collusion, separation of transaction authority from accounting and record keeping, custodial safekeeping, avoid of physical delivery of securities, clear delegation of authority to subordinate staff members, written confirmation of transactions for investments and wire transfers and development of a wire transfer agreement with the lead bank and third-party custodian. Furthermore, an

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independent analysis by an external auditor shall be conducted annually to review internal control, account activity, and compliance with policies, procedures, and applicable laws.

15. Authorized Investments

The investment of City funds shall be made in accordance with Sections 53600 et seq. of the California Government Code and in accordance with this Investment Policy. Permitted investments for the City shall include the following security types and related credit quality, maturity, and diversification constraints.

1. **Municipal Bonds:** Bonds issued by the City, the State of California, any other of the 49 states in addition to California, and any local agency within the state of California. This authorization includes the ability to invest in obligations payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or any local agency in the state of California or by a department, board, agency, or authority of a state or any local agency in the state of California.

Credit Quality: Securities in this category shall have a minimum credit rating of A (or its equivalent) by at least one nationally recognized statistical rating organization at the time of purchase.

Maximum Maturity: Five years at the time of purchase as measured by the settlement date.

Diversification: No more than 5% of the portfolio may be invested in any single issuer. No more than 30% of the portfolio may be invested in this category.

2. **U.S. Treasury Obligations:** United States Treasury bills, notes, bonds, and certificates of indebtedness or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

Credit Quality: No minimum credit rating required for securities in this category.

Maximum Maturity: Five years at the time of purchase as measured by the settlement date.

Diversification: There are no dollar or percentage limits on securities in this category.

3. **Federal Agency and Government Sponsored Enterprise Obligations:** Federal agency or United States government-sponsored-enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

Credit Quality: No minimum credit rating required for securities in this category.

Maximum Maturity: Five years at the time of purchase as measured by the settlement date.

Diversification: There are no dollar or percentage limits individual issuers in this category.

4. **Commercial Paper:** Commercial paper of "prime" quality and issued by a corporation organized and operating in the United States with total assets of at least \$500 million.

Credit Quality: Securities in this category must be rated "A-1" (or the equivalent) or higher by at least one nationally recognized statistical rating organization. In addition, debt other than commercial paper (if any) issued by corporations in this category must be rated at least "A" (or the equivalent) or better by at least one nationally recognized statistical rating organization.

Maximum Maturity: 270 days at the time of purchase as measured by the settlement date.

Diversification: No more than 5% of the City's portfolio may be invested in any single issuer of commercial paper. For purposes of this issuer limitation, holdings of commercial paper and medium term notes of a single issuer shall be limited to 10% of total portfolio assets. No more than 25% of the

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total portfolio may be invested cumulatively in commercial paper or asset-backed commercial paper as defined in Section 6, below. No more than 10% of the outstanding commercial paper of any single issuer may be purchased.

5. **Asset-Backed Commercial Paper:** Asset-Backed Commercial paper of “prime” quality and issued by an entity organized within the United States as a special purpose corporation, trust, or limited liability company.

Credit Quality: Securities in this category must be rated “A-1” (or the equivalent) or higher by at least one nationally recognized statistical rating organization. In addition, the issuing entity must have programwide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond.

Maximum Maturity: 270 days at the time of purchase as measured by the settlement date.

Diversification: No more than 5% of the City’s portfolio may be invested in any single issuer of commercial paper. For purposes of this issuer limitation, holdings of commercial paper and medium term notes of a single issuer shall be limited to 10% of total portfolio assets. No more than 25% of the total portfolio may be invested cumulatively in asset-backed commercial paper or commercial paper as defined in Section 5, above. No more than 10% of the outstanding commercial paper of any single issuer may be purchased.

6. **Federally Insured Time Deposits:** Non-negotiable certificates of deposit in state or federally chartered banks, savings and loans, or credit unions.

Credit Quality: Securities in this category shall be limited to the maximum amount covered by federal deposit insurance.

Maximum Maturity: Five years at the time of purchase as measured by the settlement date.

Diversification: No more than 5% of the portfolio may be invested in any single issuer of non-negotiable or negotiable certificates of deposit. No more than 15% of the portfolio may be invested in any combination of non-negotiable certificates of deposit as set forth in subsections 6, 7, and 8 hereto. No more than 30% of the portfolio may be invested in any combination of non-negotiable or negotiable certificates of deposit.

7. **Collateralized Time Deposits:** Non-negotiable certificates of deposit in state or federally chartered banks, savings and loans, or credit unions in excess of federal deposit insurance limits which are fully collateralized in accordance with state law.

Credit Quality: Securities in this category exceeding federal deposit insurance limits shall be collateralized in accordance with state law and be issued by institutions which have long-term debt obligations rated “A” (or the equivalent) or better and short-term debt obligations, if any, rated “A1” (or the equivalent) or better by at least two nationally recognized statistical rating agencies.

Maximum Maturity: Five years at the time of purchase as measured by the settlement date.

Diversification: No more than 5% of the portfolio may be invested in any single issuer of non-negotiable or negotiable certificates of deposit. No more than 15% of the portfolio may be invested in any combination of non-negotiable certificates of deposit as set forth in subsections 7, 8, and 9 hereto. No more than 30% of the portfolio may be invested in any combination of non-negotiable or negotiable certificates of deposit.

8. **Certificate of Deposit Placement Services:** Non-negotiable certificates of deposit at a commercial bank,

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savings bank, savings and loan association, or credit union that that uses a private sector entity to assist in the placement of deposits (e.g., CDARS).

Credit Quality: The full amount of each deposit and the interest that may accrue on each such deposit shall at all times be insured by federal deposit insurance.

Maximum Maturity: Five years at the time of purchase as measured by the settlement date.

Diversification: No more than 5% of the portfolio may be invested in any single issuer of non-negotiable or negotiable certificates of deposit. No more than 15% of the portfolio may be invested in any combination of non-negotiable certificates of deposit as set forth in subsections 7, 8, and 9 hereto. No more than 30% of the portfolio may be invested in any combination of non-negotiable or negotiable certificates of deposit.

9. **Negotiable Certificates of Deposit:** Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or a federally licensed or state-licensed branch of a foreign bank.

Credit Quality: Securities in this category exceeding federal deposit insurance limits shall be issued by institutions which have long-term debt obligations rated “A” (or the equivalent) or better and short-term debt obligations, if any, rated “A-1” (or the equivalent) or better by at least two nationally recognized statistical rating agencies.

Maximum Maturity: Five years at the time of purchase as measured by the settlement date.

Diversification: No more than 5% of the portfolio may be invested in any single issuer of non-negotiable or negotiable certificates of deposit. No more than 30% of the portfolio may be invested in any combination of non-negotiable or negotiable certificates of deposit.

10. **Repurchase Agreements:** Repurchase agreements with specific terms and conditions may be transacted with banks and brokers. Such investments must be subject to a “Master Repurchase Agreement” substantially in the form developed by the Securities Industry and Financial Markets Association (“SIFMA”).

Credit Quality: Repurchase agreements shall be collateralized with U.S. Treasury and Federal Agency securities (as authorized herein) maintained at a value of at least 102% of the market value of the repurchase agreement. Securities used as collateral for repurchase agreements shall be delivered to the City’s custodian bank.

Maximum Maturity: 1 year at the time of entry.

Diversification: There are no dollar or percentage limits on securities in this category.

11. **Medium-Term Corporate Notes:** Medium-term corporate notes shall mean all corporate and depository institution debt securities issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.

Credit Quality: Securities in this category shall be rated in the “A” category or better by at least two nationally recognized statistical rating organizations at the time of purchase.

Maximum Maturity: Five years at the time of purchase as measured by the settlement date.

Diversification: No more than 5% of the portfolio may be invested in any single issuer. No more than 10% of the total portfolio may be invested in the commercial paper and medium-term notes of a single issuer. No more than 30% of the portfolio may be invested in this category.

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12. **Money Market Mutual Funds:** Money market mutual funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15U.S.C. Sec. 80a-1 et seq.) meeting the credit quality requirements set forth below or retaining an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000).
- Credit Quality:** Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations.
- Maximum Maturity:** No maturity restrictions apply.
- Diversification:** No more than 20% of the portfolio may be invested in this category.
13. **Mortgage Pass-Through and Asset-Backed Securities:** Mortgage pass-through securities, collateralized mortgage obligations, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bonds meeting the requirements set forth below.
- Credit Quality:** Securities eligible for investment under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less.
- Maximum Maturity:** Five years at the time of purchase as measured by the settlement date.
- Diversification:** With the exception of obligations issued by Federal Agencies and Government Sponsored Enterprises as specified in subsection 3 hereto, no more than 5% of the portfolio may be invested in any single issuer. No more than 10% of the total portfolio may be invested in this category.
14. **State of California Local Agency Investment Fund:** The State of California Local Agency Investment Fund ("LAIF") managed by the State of California Treasurer's Office.
- Credit Quality:** No credit rating requirements exist for LAIF. In addition, should LAIF invest in securities or instruments prohibited or not specifically authorized by the City's Investment policy, the City is not prohibited from investing in LAIF provided sufficient information is available to allow the City to understand the risks associated with investing in LAIF.
- Maximum Maturity:** No maturity restrictions apply.
- Diversification:** The City may invest up to the maximum amount permitted by California state law.
15. **Joint Powers Authority Pools:** Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in securities authorized by California Government Code Section 53601 subdivisions (a) to (r), inclusive, and that has retained an investment adviser that is registered or exempt from registration with the Securities and Exchange Commission having not less than five years of experience investing in the securities and obligations authorized by California Government Code Section 53601 and having at least five hundred million dollars (\$500,000,000) under management.
- Credit Quality:** There are no credit rating requirements for Joint Powers Authority Pools.
- Maximum Maturity:** No maturity restrictions apply.
- Diversification:** The City may invest up to the maximum amount permitted by California law.
16. **Supranational Securities:** United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and

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Development, International Finance Corporation, or Inter-American Development Bank eligible for purchase and sale within the United States.

Credit Quality: Securities in this category shall be rated in the “AA” category or better by at least one nationally recognized statistical rating organizations at the time of purchase.

Maximum Maturity: Five years at the time of purchase as measured by the settlement date.

Diversification: No more than 10% of the portfolio may be invested in any single issuer. No more than 15% of the portfolio may be invested in this category.

Bond Proceeds: Proceeds arising from the issuance of debt shall be invested in accordance with the provisions of their governing bond documents and in a manner consistent with the City’s general investment philosophy as outlined in this Investment Policy. Bond proceeds are not eligible as a part of the City’s pooled funds. Securities authorized by the bond indenture or similar investment documents that are not authorized by the City’s Investment Policy will be considered approved investments for bond proceeds when the bond indenture or similar authorizing document is approved by the City Council. Bond reserve funds, escrow funds and any funds approved by the City Council may be invested in securities with maturity limits of five years or an appropriate longer period. The bond indenture shall provide any specific restrictions or limitations on either the nature or the duration of the investments and should be the governing document.

Note on Credit Quality Requirements: Should the credit rating of a security owned by the City be downgraded to a level below that required by this Investment Policy, the City will review the credit situation and determine if such securities should be sold or retained in the portfolio based upon its remaining term to maturity, the credit outlook for the issuer, and other relevant facts and circumstances. If the decision is made to retain a downgraded security, it will be closely monitored by the City and reported on quarterly to the Finance Committee.

Note on Maximum Maturity Limitation: The five-year maturity limitation of this Investment Policy shall be measured as of the transaction settlement date. In accordance with section 53601 of the California Government Code, this five year maturity limitation may be extended if deemed prudent by the Investment Officer and provided that the City Council has approved such investment either specifically or as part of an investment program approved by the legislative body no less than three months prior to the investment.

Note on Diversification Requirements: The diversification requirements set forth above relating to the maximum allowable percentage for a particular issuer or investment type shall apply at the time of purchase. Due to fluctuations in the aggregate invested balance, these maximum percentages may be exceeded from time to time and shall not require liquidation to realign the portfolio. However, consideration should be given to this matter when future purchases are made.

Note on Other Requirements: Should any investment fall out of compliance with any other guidelines of this policy after its purchase, the City will review the situation and determine if such securities should be sold or retained in the portfolio based upon its remaining term to maturity, the credit outlook for the issuer, and other relevant facts and circumstances. If the decision is made to retain such a security, it will be closely monitored by the City and reported on quarterly to the Finance Committee.

16. Prohibited Investments and Practices

Provided below are certain prohibited investments and investment practices intended to help safeguard invested balances.

1. In accordance with California Government Code section 53601.6, investments in inverse floaters, range

City of Beaumont Statement of Investment Policy

notes, mortgage-derived interest-only strips are prohibited. In addition the purchased of any security that could result in zero interest accrual if held to maturity is also prohibited except for the purchase securities issued or backed by the United States government in the event of, and for the duration of, a period of negative market interest rates

2. Investments not specifically described herein are prohibited.
3. The purchase or sale of securities on margin is prohibited.
4. The purchase of securities denominated in foreign currencies is prohibited.
5. The purchase or sale of securities done solely to speculate on the direction of future interest rates is prohibited.

Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, any such monies shall be reinvested only as provided for in this policy.

17. Managing Portfolio and Investment Risks

Safety of principal is the foremost investment objective of the City. Each investment transaction shall seek to ensure that capital losses are avoided, whether from securities default, broker/dealer default, or erosion of market value. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust. In a diversified portfolio, it must be recognized that occasional measured losses are inevitable and must be considered within the context of the overall portfolio's investment return, provided that adequate diversification has been implemented. The City shall seek to preserve principal by mitigating credit risk and market risk as set forth below.

Mitigating Credit Risk: Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City shall seek to mitigate credit risk by adopting the following strategies:

1. Adhering to the diversification requirements set forth in Section XIII of this policy which limit the amount of the total portfolio that may be invested in any single issuer.
2. Utilizing an active management strategy that allows for the sale of securities prior to their scheduled maturity dates for purposes of improving the portfolio's credit quality, liquidity, yield, or return profile in response to changing market conditions or City circumstances.
3. Reviewing downgraded securities. Should the credit rating of a security owned by the City be downgraded to a level below that required by this Investment Policy, the City will review the credit situation and determine if such securities should be sold or retained in the portfolio based upon its remaining term to maturity, the credit outlook for the issuer, and other relevant facts and circumstances.
4. Monitoring any downgraded securities. If the decision is made to retain a downgraded security, it will be closely monitored by the City and reported on quarterly to the Investment Committee.

Mitigating Interest Rate Risk: Market risk is the risk that the value of a security or portfolio will fluctuate due to changes in the general level of interest rates. The City understands that while longer-term portfolios have the potential to generate higher investment returns over time, they also exhibit a greater volatility of return. In addition, the City further recognizes certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded call options, will affect the market risk

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characteristics of the portfolio differently. Accordingly, the City will mitigate market risk by adopting the following strategies:

1. The City shall maintain sufficient balances in short-term investments to provide liquidity for expected and contingent expenditures thereby limiting the need to sell securities prior to maturity. Liquidity funds shall be maintained in short-term investments such as LAIF, deposit accounts collateralized in accordance with state law, and money market funds and instruments with minimal market risk.
2. Longer-term securities shall be scheduled to mature in advance of known expenditure requirements whenever possible.
3. The City shall avoid the purchase of securities for the sole purpose of short-term speculation.
4. The maximum stated final maturity of any security in the portfolio shall be five years, except as otherwise stated in this Investment Policy.
5. The maximum percentage of callable securities (excluding securities with “make whole” call provisions) held in the portfolio shall be 20%.
6. The weighted average duration of the actively managed portion of the portfolio, i.e. non liquidity funds, shall be maintained in a range of +/- 25% the duration of a market benchmark as selected by the City based upon the City’s risk tolerances and investment objectives.

18. Performance Standards & Evaluation

Consistent with the City’s circumstances and risk tolerances, the investment performance objective for the managed portfolio shall be to earn a total rate of return over market cycles that is approximately equal to the return on the City’s chosen benchmark index.

19. Reporting and Disclosure

In accordance with Government Code Section 53646(8)(1), the City Treasurer shall submit to the Finance Committee a quarterly report that will then be taken to the City Council. The report shall include a complete description of the portfolio, the type of investments, the issuers, maturity dates, par values and the current market values of each component of the portfolio, including funds managed for the City of Beaumont by third party contract managers. The report will also include the source of the portfolio valuation. As specified in Government Code 53646(e), if all funds are placed in the Local Agency Investment Fund (LAIF), FDIC insured accounts and/or county investment pool, the foregoing report elements may be replaced by copies of the latest statements from such institutions. The report must also include a certification that (1) all investment actions executed since the last report have been in full compliance with the investment policy, and, (2) the City of Beaumont will meet its expenditures obligations within the cash flow needs.

20. Policy Review and Adoption

The City of Beaumont’s investment policy shall be adopted by resolution of the City Council on, at minimum, an annual basis. This investment policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return as well as its relevance to current law and financial and economic trends. In accordance with Senate Bill 564 and Senate Bill 866, effective January 1, 1996, the City staff brings forward each year the City’s Investment Policy for review by the City Council. Any amendments to the policy shall be forwarded to City Council for approval.

**City of Beaumont
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~~business.~~

~~The City of Beaumont will use the approved purchasing process for any Investment Advisor services. Within this process will be an agreed upon condition that the Investment Advisor's services obtained shall be required to prequalify all financial institutions to comply with the City of Beaumont's Investment Policy.~~

~~(3) Diversifying the investment portfolio so that potential losses on overall portfolio will be strictly limited. The investments shall be diversified by:~~

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- ~~• Limiting investments to avoid overconcentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities),~~
- ~~• Investing in securities of varying maturities and~~
- ~~• Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.~~

~~B. Interest Rate Risk. The City of Beaumont will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates by:~~

- ~~(1) Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity,~~
- ~~(2) Investing operating funds primarily in shorter term securities or with State and local government investment pools to ensure liquidity needs are met and stability of principal is assured.~~

~~2. 2. Liquidity. The investment portfolio remains shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrently with the City's cash needs to meet anticipated demands (static liquidity). A portion of the portfolio also may be placed in money market mutual funds or Local Government Investment Pools (LGIP's) which offer either same-day or next-day liquidity. Furthermore, since all possible cash demands cannot be anticipated, the portfolio consists largely of Because not all liquidity needs can be anticipated, the investment portfolio shall focus on securities with active secondary or resale markets (dynamic liquidity). The City will ensure that liquid resources are available to meet at least six months of operating expenses and resale markets.~~

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~~3. 3. Yield on Investments. Return: The investment portfolio shall be designed with the objective of attaining a market rate of return throughout the budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs of the City.~~

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**City of Beaumont
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~~Return on investment is of secondary importance compared to the safety and preservation of capital and liquidity objectives described above. The core investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to the maturity with the following exceptions: of safety and liquidity.~~

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~~A. Loss of Principal. A security with declining credit may be sold early to minimize loss of principal. While investments in securities that pose some risk of principal loss, the portfolio of investments must be structured to strictly limit the overall loss of principal while seeking to increase the rate of investment return.~~

~~Set forth in Section 17 of this Investment Policy are certain strategies and principles utilized by the City to manage investment risks.~~

~~7. Standard Security Swap. A security swap would improve the quality, yield, or target duration in the portfolio.~~

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~~C. Liquidity. Liquidity needs of the portfolio require that the security be sold. Any non liquid investments will be structured to ensure they become liquid in time to meet operating expenditures. This will require managing of maturity dates for investments to ensure liquid funds are available when needed.~~

6. Standards of Care

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~~A. Prudence. The standard of prudence to be used by City investment officials shall be the "prudent" person standard (Civil Code Section 2261, et. seq.) Prudent Investor Standard" and shall be applied in the context of managing the overall portfolio. As set forth in the California Government Code 53600.3, the Prudent Investor Standard states:~~

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~~"...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall investment portfolio. Investment officers strategy, investments may be acquired as authorized by law."~~

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~~Consistent with the objectives set forth in section vi of this Investment Policy, in addition to safeguarding invested principal and ensuring sufficient liquidity for the City, a prudent investor should also seek optimize portfolio return subject to these constraints.~~

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City of Beaumont
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8. Indemnification

~~The City Manager, Finance Director, Finance Committee, City Council and other authorized persons responsible for managing or overseeing City funds, acting in accordance with within written procedures and this overall investment policy, the intent and scope of this Investment Policy, and exercising due diligence, shall be relieved of personal responsibility liability for an individual security's credit risk or market price changes, provided that deviations from expectations are reported in a timely fashion and the liquidity and sale of securities are carried in accordance with the terms of this policy, manner and appropriate action is taken to control adverse developments.~~

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~~Investments are made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.~~

~~**B. Public Trust, Ethics and Conflicts of Interest.** Investment officials recognize that the investment portfolio is subject to public review and evaluation. The overall program is designed and managed with a degree of professionalism that is worthy of the public trust.~~

9. Ethics and Conflicts of Interest

~~Officers and employees involved in the investment process will refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial investment decisions. Employees consistent with the requirements of the California fair Political Practices Commission, employees, and investment officials will disclose any material interest in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers will refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City of Beaumont.~~

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~~10.
Delegation of Authority~~

~~The authority to manage the City's investment program is provided by the California Government Code Sections 53600 et seq. Authority to manage the City's investment program is granted to the City Manager and his or her designee, hereinafter referred to the "Investment Officer," Responsibility for the operation of the investment program is hereby delegated to the investment officer Finance Director, who shall act in accordance with this investment policy. The Finance Director shall establish procedures for the operation consistent with this investment policy and may authorize other finance department staff to initiate investment transactions. All participants in the investment process shall seek to act responsibly as custodians of the public trust. No officer or designee may engage in an investment transaction except as provided under the terms of this policy and supporting procedures.~~

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City of Beaumont
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The City

~~7-~~ may contract with one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940 and specialize in the management of public funds fixed income portfolios.

11. Finance Committee

A Finance Committee is established to provide general oversight and direction concerning policy related issues concerning management of the City's investment portfolio. The committee shall meet at quarterly unless circumstances require more frequent meetings.

12. Authorized Financial ~~Dealers and Institutions~~, Depositories, Broker Dealers, and Competitive Transactions

In circumstances where the investment portfolio is managed internally, the requirements set forth in Sections A and B, below, shall apply:

~~A. The City will secure the services~~ shall maintain a list of one or more approved financial institutions and depositories authorized to provide investment services to the City. In addition, the City shall maintain a list of Beaumont approved security broker/dealers selected by conducting a process of due diligence. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission ("SEC") Rule 15C3-1 (uniform net capital rule). ~~A determination should be made~~ The Finance Director will determine which financial institutions are authorized to ensure that all approved broker/dealer firms, and individuals covering provide investment services to the City. Institutions eligible to transact investment business with the City include:

- ~~1. of Beaumont, are reputable and trustworthy. In addition, the government dealers as designated by the Federal Reserve System~~
2. Regional broker/dealers qualified under SEC Rule 15C3-1
3. Nationally or state-chartered banks
4. The Federal Reserve Bank
5. Direct issuers of securities eligible for purchase

~~B. dealer firms should have the ability~~ Investment staff shall review broker/dealers who would like to meet all of their financial obligations in dealing transact with the City to determine if they are adequately capitalized and make markets in the securities appropriate to the City's needs. The Investment Officer shall send a copy of the current investment policy to all broker/dealers approved to transact with the City. Financial institutions which desire to become qualified broker/dealers for investment transactions (and which are not transacting solely through an investment advisor) must provide the City with a statement certifying that the institution has reviewed the California Government Code Section 53600 et seq. and the City's Investment Policy. The selection of broker/dealers shall be at the sole discretion of the City.

~~C. of Beaumont. The firms, and individuals covering the City of Beaumont, should be knowledgeable and experienced in~~ Selection of broker/dealers

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used by an external investment adviser retained by the City will be at the sole discretion of the investment adviser, provided such broker/dealers meet the requirements set forth in section A, above.

D. ~~Public Agency investing and the investment products involved. No deposits will be made only in qualified public deposit shall be made except in a qualified public depository~~ depositories as established by the established state laws. All State statutes. Deposits will be insured by the Federal Deposit Insurance Corporation (FDIC), or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with state statutes. A written contract of deposit of public funds must be obtained from the financial institutions institution, indicating the institution's policy and broker/dealers who desire to provide investment management services for the City will be selected through a process of FDIC insurance and collateralization.

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E. It is the policy of the City to require competitive bidding process. At a minimum, any selected investment advisor/ manager will be required to provide evidence of all required licensure and/or certifications from at least three broker/dealers for investment transactions that are not classified as "new issue" securities whenever possible and practical. Such competitive bidding can be executed through a competitive bidding or through the use of a nationally recognized trading platform. In such circumstances where competitive price comparisons are not available, best efforts will be made to document quotations for comparable or alternative securities.

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8. Beaumont's Investment Policy

The City on an annual basis submits a copy of the current investment policy to all financial institutions approved to do business with the City. Confirmation of receipt of this policy is considered evidence that the dealer has read and understands the City's investment policy and will recommend and execute only transactions suitable for and in compliance with the City's Investment Policy. In selecting financial institutions for deposit or investment of City funds, the creditworthiness of the institutions will be considered. The City will continue to monitor financial institution's credit characteristics and financial history throughout the period in which City funds are deposited or invested.

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9. Authorized Investments for the City

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The City is authorized by California Government Code Section 53600, et seq. to invest in specific types of securities. Section 43601 of the Government Code sets limits on the type investments that may be in the City portfolio. Refer to attachment A for allowable investment by State of CA.

The City Council may establish further limits on the types of securities in which the City may invest its idle cash. Any investment security (except investment of bond proceeds as explained in the next section) not listed below is not a valid investment for the City of Beaumont.

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~~1. **Local Agency Investment Fund (LAIF) Investments.** LAIF is a special fund of the State of California Treasury that local agencies may use to deposit funds for investment. Investments by the State Treasurer for City funds in LAIF are authorized by the City Council. State law prohibits LAIF from impounding any depositor's funds and prohibits the fund from ever declaring bankruptcy~~

~~2. **United States Debt Obligations.** These investments would include U.S. Government direct obligations such as Treasury bills, bonds, notes and other certificates of indebtedness where the full faith and credit of the United States are pledged for payment of principal and interest.~~

~~3. **United States Agency Debt Obligations.** These investments include obligations, participations or other instruments of, or issued by, a Federal Agency or a United States Government Credit Bank (FFCB) or other obligations or other instruments issued by, or fully guaranteed as to principal and by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association (FNMA). While these U.S. Government debt issues are not backed by the full faith and credit of the United States, they do in fact have de facto backing from the Federal Government, and it would be most unlikely that the government would let any of these agencies default on its obligations.~~

~~4. **Repurchase Agreements.** These agreements would be limited to U.S. Government or its authorized Agencies' securities described in Number 2 and Number 3 above, provided that they are held less than a year.~~

~~5. **Negotiable Certificates of Deposit (CD).** A Certificate of Deposit (CD) is a time deposit with a specific maturity evidenced by a certificate. Certificates of Deposit must be issued through financial institutions insured by the Federal Deposit Insurance Corporation (FDIC), a federal agency of the United States Government that insures bank deposits up to \$250,000 per account~~

~~6. **Pass Book Savings Account Demand Deposits.** Savings accounts are hereby approved by the Beaumont City Council provided they are maintained only with banks and savings and loan institutions which are insured by the Federal Deposit Insurance Corporation (FDIC), a federal agency of the United States Government that insures bank deposits up to \$250,000 per account.~~

~~7. **Overnight Repurchase Agreements.** The City is authorized by the City Council to set up a "sweep account" and to enter into an~~

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~~overnight repurchase agreement with an authorized bank to sweep cash from its checking accounts and other appropriate accounts to earn overnight interest on funds in these funds.~~

~~8. **State Obligations CA and Others.** The City is authorized by the City Council to purchase State Obligations that fall within the allowable limits of the State Government Code and within the objectives of the City of Beaumont's Investment Policy.~~

~~9. **CA Local Agency Obligations.** The City is authorized by the City Council to purchase CA Local Agency Obligations that fall within the allowable limits of the State Government Code and within the objectives of the City of Beaumont's Investment Policy.~~

~~10. **Joint Powers Authority Pool.** The City is authorized by the City Council to invest in Joint Powers Authority Pools as long as they meet the criteria within the State Government Code and within the objectives of the City of Beaumont's investment Policy and would require that statement 10 of this policy is followed prior to entrance into such investment pool.~~

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~~11. **Money Market Mutual Funds.** The City is authorized by the City Council to invest in Money Market Mutual Funds whose portfolios consist entirely of U.S. government securities and would require that statement 10 of this policy is followed prior to entrance into such mutual fund.~~

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~~12. **Commercial Paper Pooled Funds.** Commercial paper is a money market security issued by large corporations to obtain funds to meet short-term debt obligations and is backed only by an issuing bank or company promise to pay the face amount on the maturity date specified on the note. It is usually sold at a discount of face value. State Government Code requires that only the highest letter and number rating by a nationally recognized statistical ratings organization are allowed.~~

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~~13. **CDARS Program.** A CDARS program is a CD laddering portfolio that allows investing with a relationship institution for different maturity levels of CDs. Despite using multiple banks, the program will submit one statement which makes administration simple.~~

~~10. **Investment Pools/Mutual Funds**~~

~~A thorough investigation of the pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed which will answer the following general questions:~~

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- ~~1. A description of eligible investment securities, and a written statement of investment policy and objectives.~~

City of Beaumont
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~~2. A description of interest calculations and how it is distributed, and how gains and losses are treated.~~

~~A description of how the securities are safeguarded (including the settlement process), and how often the~~

~~13. Security Safekeeping and Delivery Procedures~~

~~3. **Third-Party safekeeping:** To protect against fraud, embezzlement, or losses caused by collapse of an individual securities dealer and to enhance access to securities are priced and program audited.~~

~~4. A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.~~

~~5. A schedule for receiving statements and portfolio listings.~~

~~6. Are reserves, retained earnings, etc. utilized by the pool/fund?~~

~~7. A fee schedule, and when and how is it assessed.~~

~~8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?~~

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~~11. Investment of Bond Proceeds~~

~~The City directs the investment of proceeds in bonds or similar debt instruments issued as instructed in the bond indenture or similar investment documents. **Bond proceeds are not eligible as a part of the City's pooled funds.**~~

~~Securities authorized by the bond indenture or similar investment documents that are not authorized by the City's Investment Policy will be considered approved when the bond indenture or similar investment document is approved by the City Council. Bond reserve funds, escrow funds and any funds approved by the City Council may be invested in securities with maturity limits of five years or an appropriate longer period. When possible, the bond indenture shall provide any specific restrictions or limitations on either the nature or the duration of the investments, and should be the governing document.~~

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~~12. Safekeeping and Custody~~

~~1. **Custody.** To protect against potential losses by the collapse of individual securities dealers interest payments, all securities owned by the City shall be held in safekeeping by a third-party bank trust department acting as agent for the City under the terms of a custody agreement executed by the bank and the City. **duly executed custody agreement.** In connection with the City's annual independent audit, securities held in custody are audited to verify investment holdings. No outside broker/dealer or advisor may have access to the City funds, accounts or investments, and any transfer of funds to or through an outside broker/dealer must be approved by the City Council.~~

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~~2. **Delivery-Versus-Payment:** All trades of marketable securities shall be cleared and settled on a standard delivery-versus-payment ("DVP") basis to ensure that securities are deposited in the City's safekeeping account prior to the release of funds.~~

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14. Internal Control. — Controls

A system of internal controls has been established to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, or unanticipated changes in financial markets. Internal controls deemed most important include control of collusion, separation of transaction authority from accounting and record keeping, custodial safekeeping, avoid of physical delivery of securities, clear delegation of authority to subordinate staff members, written confirmation of transactions for investments and wire transfers and development of a wire transfer agreement with the lead bank and third-party custodian. Furthermore, an independent analysis by an external auditor shall be conducted annually to review internal control, account activity, and compliance with policies, procedures, and applicable laws.

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15. Authorized Investments

The investment of City funds shall be made in accordance with Sections 53600 et seq. of the California Government Code and in accordance with this Investment Policy. Permitted investments for the City shall include the following security types and related credit quality, maturity, and diversification constraints.

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1. Municipal Bonds: Bonds issued by the City, the State of California, any other of the 49 states in addition to California, and any local agency within the state of California. This authorization includes the ability to invest in obligations payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or any local agency in the state of California or by a department, board, agency, or authority of a state or any local agency in the state of California.

Credit Quality: Securities in this category shall have a minimum credit rating of A (or its equivalent) by at least one nationally recognized statistical rating organization at the time of purchase.

Maximum Maturity: Five years at the time of purchase as measured by the settlement date.

Diversification: No more than 5% of the portfolio may be invested in any single issuer. No more than 30% of the portfolio may be invested in this category.

2. U.S. Treasury Obligations: United States Treasury bills, notes, bonds, and certificates of indebtedness or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

Credit Quality: No minimum credit rating required for securities in this category.

Maximum Maturity: Five years at the time of purchase as measured by the settlement date.

Diversification: There are no dollar or percentage limits on securities in this category.

3. Federal Agency and Government Sponsored Enterprise Obligations: Federal agency or United States government-sponsored-enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

Credit Quality: No minimum credit rating required for securities in this category.

Maximum Maturity: Five years at the time of purchase as measured by the settlement date.

Diversification: There are no dollar or percentage limits individual issuers in this category.

4. Commercial Paper: Commercial paper of "prime" quality and issued by a corporation organized and operating in the United States with total assets of at least \$500 million.

Credit Quality: Securities in this category must be rated "A-1" (or the equivalent) or higher by at least

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one nationally recognized statistical rating organization. In addition, debt other than commercial paper (if any) issued by corporations in this category must be rated at least "A" (or the equivalent) or better by at least one nationally recognized statistical rating organization.

Maximum Maturity: 270 days at the time of purchase as measured by the settlement date.

Diversification: No more than 5% of the City's portfolio may be invested in any single issuer of commercial paper. For purposes of this issuer limitation, holdings of commercial paper and medium-term notes of a single issuer shall be limited to 10% of total portfolio assets. No more than 25% of the total portfolio may be invested cumulatively in commercial paper or asset-backed commercial paper as defined in Section 6, below. No more than 10% of the outstanding commercial paper of any single issuer may be purchased.

5. **Asset-Backed Commercial Paper:** Asset-Backed Commercial paper of "prime" quality and issued by an entity organized within the United States as a special purpose corporation, trust, or limited liability company.

Credit Quality: Securities in this category must be rated "A-1" (or the equivalent) or higher by at least one nationally recognized statistical rating organization. In addition, the issuing entity must have programwide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond.

Maximum Maturity: 270 days at the time of purchase as measured by the settlement date.

Diversification: No more than 5% of the City's portfolio may be invested in any single issuer of commercial paper. For purposes of this issuer limitation, holdings of commercial paper and medium term notes of a single issuer shall be limited to 10% of total portfolio assets. No more than 25% of the total portfolio may be invested cumulatively in asset-backed commercial paper or commercial paper as defined in Section 5, above. No more than 10% of the outstanding commercial paper of any single issuer may be purchased.

6. **Federally Insured Time Deposits:** Non-negotiable certificates of deposit in state or federally chartered banks, savings and loans, or credit unions.

Credit Quality: Securities in this category shall be limited to the maximum amount covered by federal deposit insurance.

Maximum Maturity: Five years at the time of purchase as measured by the settlement date.

Diversification: No more than 5% of the portfolio may be invested in any single issuer of non-negotiable or negotiable certificates of deposit. No more than 15% of the portfolio may be invested in any combination of non-negotiable certificates of deposit as set forth in subsections 6, 7, and 8 hereto. No more than 30% of the portfolio may be invested in any combination of non-negotiable or negotiable certificates of deposit.

7. **Collateralized Time Deposits:** Non-negotiable certificates of deposit in state or federally chartered banks, savings and loans, or credit unions in excess of federal deposit insurance limits which are fully collateralized in accordance with state law.

Credit Quality: Securities in this category exceeding federal deposit insurance limits shall be collateralized in accordance with state law and be issued by institutions which have long-term debt obligations rated "A" (or the equivalent) or better and short-term debt obligations, if any, rated "A1" (or the equivalent) or better by at least two nationally recognized statistical rating agencies.

**City of Beaumont
Statement of Investment Policy**

Maximum Maturity: Five years at the time of purchase as measured by the settlement date.

Diversification: No more than 5% of the portfolio may be invested in any single issuer of non-negotiable or negotiable certificates of deposit. No more than 15% of the portfolio may be invested in any combination of non-negotiable certificates of deposit as set forth in subsections 7, 8, and 9 hereto. No more than 30% of the portfolio may be invested in any combination of non-negotiable or negotiable certificates of deposit.

- 8. Certificate of Deposit Placement Services:** Non-negotiable certificates of deposit at a commercial bank, savings bank, savings and loan association, or credit union that that uses a private sector entity to assist in the placement of deposits (e.g., CDARS).

Credit Quality: The full amount of each deposit and the interest that may accrue on each such deposit shall at all times be insured by federal deposit insurance.

Maximum Maturity: Five years at the time of purchase as measured by the settlement date.

Diversification: No more than 5% of the portfolio may be invested in any single issuer of non-negotiable or negotiable certificates of deposit. No more than 15% of the portfolio may be invested in any combination of non-negotiable certificates of deposit as set forth in subsections 7, 8, and 9 hereto. No more than 30% of the portfolio may be invested in any combination of non-negotiable or negotiable certificates of deposit.

- 9. Negotiable Certificates of Deposit:** Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or a federally licensed or state-licensed branch of a foreign bank.

Credit Quality: Securities in this category exceeding federal deposit insurance limits shall be issued by institutions which have long-term debt obligations rated "A" (or the equivalent) or better and short-term debt obligations, if any, rated "A-1" (or the equivalent) or better by at least two nationally recognized statistical rating agencies.

Maximum Maturity: Five years at the time of purchase as measured by the settlement date.

Diversification: No more than 5% of the portfolio may be invested in any single issuer of non-negotiable or negotiable certificates of deposit. No more than 30% of the portfolio may be invested in any combination of non-negotiable or negotiable certificates of deposit.

- 10. Repurchase Agreements:** Repurchase agreements with specific terms and conditions may be transacted with banks and brokers. Such investments must be subject to a "Master Repurchase Agreement" substantially in the form developed by the Securities Industry and Financial Markets Association ("SIFMA").

Credit Quality: Repurchase agreements shall be collateralized with U.S. Treasury and Federal Agency securities (as authorized herein) maintained at a value of at least 102% of the market value of the repurchase agreement. Securities used as collateral for repurchase agreements shall be delivered to the City's custodian bank.

Maximum Maturity: 1 year at the time of entry.

Diversification: There are no dollar or percentage limits on securities in this category.

- 11. Medium-Term Corporate Notes:** Medium-term corporate notes shall mean all corporate and depository institution debt securities issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the

**City of Beaumont
Statement of Investment Policy**

United States.

Credit Quality: Securities in this category shall be rated in the “A” category or better by at least two nationally recognized statistical rating organizations at the time of purchase.

Maximum Maturity: Five years at the time of purchase as measured by the settlement date.

Diversification: No more than 5% of the portfolio may be invested in any single issuer. No more than 10% of the total portfolio may be invested in the commercial paper and medium-term notes of a single issuer. No more than 30% of the portfolio may be invested in this category.

- 12. Money Market Mutual Funds:** Money market mutual funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15U.S.C. Sec. 80a-1 et seq.) meeting the credit quality requirements set forth below or retaining an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000).

Credit Quality: Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations.

Maximum Maturity: No maturity restrictions apply.

Diversification: No more than 20% of the portfolio may be invested in this category.

- 13. Mortgage Pass-Through and Asset-Backed Securities:** Mortgage pass-through securities, collateralized mortgage obligations, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bonds meeting the requirements set forth below.

Credit Quality: Securities eligible for investment under this subdivision shall be rated in a rating category of “AA” or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less.

Maximum Maturity: Five years at the time of purchase as measured by the settlement date.

Diversification: With the exception of obligations issued by Federal Agencies and Government Sponsored Enterprises as specified in subsection 3 hereto, no more than 5% of the portfolio may be invested in any single issuer. No more than 10% of the total portfolio may be invested in this category.

- 14. State of California Local Agency Investment Fund:** The State of California Local Agency Investment Fund (“LAIF”) managed by the State of California Treasurer’s Office.

Credit Quality: No credit rating requirements exist for LAIF. In addition, should LAIF invest in securities or instruments prohibited or not specifically authorized by the City’s Investment policy, the City is not prohibited from investing in LAIF provided sufficient information is available to allow the City to understand the risks associated with investing in LAIF.

Maximum Maturity: No maturity restrictions apply.

Diversification: The City may invest up to the maximum amount permitted by California state law.

- 15. Joint Powers Authority Pools:** Shares of beneficial interest issued by a joint powers authority organized

**City of Beaumont
Statement of Investment Policy**

pursuant to Section 6509.7 that invests in securities authorized by California Government Code Section 53601 subdivisions (a) to (r), inclusive, and that has retained an investment adviser that is registered or exempt from registration with the Securities and Exchange Commission having not less than five years of experience investing in the securities and obligations authorized by California Government Code Section 53601 and having at least five hundred million dollars (\$500,000,000) under management.

Credit Quality: There are no credit rating requirements for Joint Powers Authority Pools.

Maximum Maturity: No maturity restrictions apply.

Diversification: The City may invest up to the maximum amount permitted by California law.

- 16. Supranational Securities:** United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank eligible for purchase and sale within the United States.

Credit Quality: Securities in this category shall be rated in the "AA" category or better by at least one nationally recognized statistical rating organizations at the time of purchase.

Maximum Maturity: Five years at the time of purchase as measured by the settlement date.

Diversification: No more than 10% of the portfolio may be invested in any single issuer. No more than 15% of the portfolio may be invested in this category.

Bond Proceeds: Proceeds arising from the issuance of debt shall be invested in accordance with the provisions of their governing bond documents and in a manner consistent with the City's general investment philosophy as outlined in this Investment Policy. ~~Bond proceeds are not eligible as a part of the City's pooled funds.~~

~~**Delivery vs. Payment.** All trades where applicable executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities are held by a third-party custodian as evidenced by safekeeping receipts.~~

~~**13.** Securities authorized by the bond indenture or similar investment documents that are not authorized by the City's Investment Policy will be considered approved investments for bond proceeds when the bond indenture or similar authorizing document is approved by the City Council. Bond reserve funds, escrow funds and any funds approved by the City Council may be invested in securities with maturity limits of five years or an appropriate longer period. The bond indenture shall provide any specific restrictions or limitations on either the nature or the duration of the investments and should be the governing document.~~

Note on Credit Quality Requirements: Should the credit rating of a security owned by the City be downgraded to a level below that required by this Investment Policy, the City will review the credit situation and determine if such securities should be sold or retained in the portfolio based upon its remaining term to maturity, the credit outlook for the issuer, and other relevant facts and circumstances. If the decision is made to retain a downgraded security, it will be closely monitored by the City and reported on quarterly to the Finance Committee.

Note on Maximum Maturity Limitation: The five-year maturity limitation of this Investment Policy shall be measured as of the transaction settlement date. In accordance with section 53601 of the California Government Code, this five year maturity limitation may be extended if deemed prudent by the Investment Officer and provided that the City Council has approved such investment either specifically or as part of an investment

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**City of Beaumont
Statement of Investment Policy**

program approved by the legislative body no less than three months prior to the investment.

Note on Diversification Requirements: The diversification requirements set forth above relating to the maximum allowable percentage for a particular issuer or investment type shall apply at the time of purchase. Due to fluctuations in the aggregate invested balance, these maximum percentages may be exceeded from time to time and shall not require liquidation to realign the portfolio. However, consideration should be given to this matter when future purchases are made.

Note on Other Requirements: Should any investment fall out of compliance with any other guidelines of this policy after its purchase, the City will review the situation and determine if such securities should be sold or retained in the portfolio based upon its remaining term to maturity, the credit outlook for the issuer, and other relevant facts and circumstances. If the decision is made to retain such a security, it will be closely monitored by the City and reported on quarterly to the Finance Committee.

16. Prohibited Investments and Practices

Provided below are certain prohibited investments and investment practices intended to help safeguard invested balances.

1. In accordance with California Government Code section 53601.6, investments in inverse floaters, range notes, mortgage-derived interest-only strips are prohibited. In addition the purchased of any security that could result in zero interest accrual if held to maturity is also prohibited except for the purchase securities issued or backed by the United States government in the event of, and for the duration of, a period of negative market interest rates
2. Investments not specifically described herein are prohibited.
3. The purchase or sale of securities on margin is prohibited.
4. The purchase of securities denominated in foreign currencies is prohibited.
5. The purchase or sale of securities done solely to speculate on the direction of future interest rates is prohibited.

Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, any such monies shall be reinvested only as provided for in this policy.

17. Managing Portfolio and Investment Risks

Safety of principal is the foremost investment objective of the City. Each investment transaction shall seek to ensure that capital losses are avoided, whether from securities default, broker/dealer default, or erosion of market value. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust. In a diversified portfolio, it must be recognized that occasional measured losses are inevitable and must be considered within the context of the overall portfolio's investment return, provided that adequate diversification has been implemented. The City shall seek to preserve principal by mitigating credit risk and market risk as set forth below.

Mitigating Credit Risk: Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City shall seek to mitigate credit risk by adopting the following strategies:

1. Adhering to the diversification requirements set forth in Section XIII of this policy which limit the amount

**City of Beaumont
Statement of Investment Policy**

of the total portfolio that may be invested in any single issuer.

2. Utilizing an active management strategy that allows for the sale of securities prior to their scheduled maturity dates for purposes of improving the portfolio's credit quality, liquidity, yield, or return profile in response to changing market conditions or City circumstances.
3. Reviewing downgraded securities. Should the credit rating of a security owned by the City be downgraded to a level below that required by this Investment Policy, the City will review the credit situation and determine if such securities should be sold or retained in the portfolio based upon its remaining term to maturity, the credit outlook for the issuer, and other relevant facts and circumstances.
4. Monitoring any downgraded securities. If the decision is made to retain a downgraded security, it will be closely monitored by the City and reported on quarterly to the Investment Committee.

Mitigating Interest Rate Risk: Market risk is the risk that the value of a security or portfolio will fluctuate due to changes in the general level of interest rates. The City understands that while longer-term portfolios have the potential to generate higher investment returns over time, they also exhibit a greater volatility of return. In addition, the City further recognizes certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded call options, will affect the market risk characteristics of the portfolio differently. Accordingly, the City will mitigate market risk by adopting the following strategies:

1. The City shall maintain sufficient balances in short-term investments to provide liquidity for expected and contingent expenditures thereby limiting the need to sell securities prior to maturity. Liquidity funds shall be maintained in short-term investments such as LAIF, deposit accounts collateralized in accordance with state law, and money market funds and instruments with minimal market risk.
2. Longer-term securities shall be scheduled to mature in advance of known expenditure requirements whenever possible.
3. The City shall avoid the purchase of securities for the sole purpose of short-term speculation.
4. The maximum stated final maturity of any security in the portfolio shall be five years, except as otherwise stated in this Investment Policy.
5. The maximum percentage of callable securities (excluding securities with "make whole" call provisions) held in the portfolio shall be 20%.
6. The weighted average duration of the actively managed portion of the portfolio, i.e. non liquidity funds, shall be maintained in a range of +/- 25% the duration of a market benchmark as selected by the City based upon the City's risk tolerances and investment objectives.

18. Performance Standards & Evaluation

Consistent with the City's circumstances and risk tolerances, the investment performance objective for the managed portfolio shall be to earn a total rate of return over market cycles that is approximately equal to the return on the City's chosen benchmark index.

19. Reporting and Disclosure

In accordance with Government Code Section 53646(8)(1), the City Treasurer shall submit to the Finance Committee a quarterly report that will then be taken to the City Council. The report shall include a complete description of the portfolio, the type of investments, the issuers, maturity dates, par values and the current market values of each component of the portfolio, including funds managed for the City of Beaumont by third party contract managers. The report will also include the source of the portfolio valuation. As specified in Government Code 53646(e), if all funds are placed in the Local Agency Investment Fund (LAIF), FDIC insured accounts and/or county investment pool, the foregoing report elements may be replaced by copies of the latest statements from such institutions. The report must also include a certification that (1) all investment actions executed since the last report have been in full compliance with the investment policy, and, (2) the City of Beaumont will meet its expenditures obligations within the cash flow needs.

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14. Investment

20. Policy Review and Adoption and Review

~~The City's independent certified public accountants annually review and make recommendations regarding the City's investment policies to the City Manager and City Council. City of Beaumont's investment policy shall be adopted by resolution of the City Council on, at minimum, an annual basis. This investment policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return as well as its relevance to current law and financial and economic trends.~~ In accordance with Senate Bill 564 and Senate Bill 866, effective January 1, 1996, the City staff brings forward each year the City's Investment Policy for review by the City Council. ~~Any amendments to the policy shall be forwarded to City Council for approval.~~

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15. Glossary

Active investment management. An investment management strategy that involves the active trading of securities in an attempt to earn above-average returns on a portfolio. Active investment management requires frequent monitoring of financial markets with the investor taking positions on key market variables in an attempt to "beat" the market.

Arbitrage. The simultaneous purchase and sale of similar assets in order to profit from a price difference between the two assets, such as stocks, bonds, commodities, and currencies. In public finance, the term is commonly used to refer to the investment of bond proceeds in taxable instruments to increase investment income.

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Arbitrage rebate. The federal government has imposed restrictions that prohibit an issuer from retaining arbitrage profits when investing bond proceeds at a yield that exceeds the yield on the bonds. The profit is rebated to the federal government.

Bankers' acceptance (BA). A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

Benchmark. A benchmark is a composite of securities with specific characteristics such as credit, asset, and maturity. Investors can use a benchmark as a measure to compare the performance of their own portfolio.

Benchmarking. Benchmarking, also known as indexing, is a passive investment management approach in which an investor generally creates a portfolio that strives to achieve a return and risk profile similar to a benchmark or an index.

Certificate of deposit (CD). A time deposit with a specific maturity evidenced by a Certificate. Large-denomination CD's are typically negotiable.

Collateral. Underlying securities that are pledged to secure deposits of public funds. Also used in conjunction with repurchase agreements to protect the entity from default by the counterparty.

Coupon. (a.) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

Custody. The service of an organization, usually a financial institution, of holding (and reporting) a customer's securities for safekeeping. The financial institution is known as the custodian.

Delivery-versus-payment (DVP). A settlement procedure where payment for securities purchase is made simultaneously with the transfer of the purchased securities. The same procedure applies for a securities sale; the securities are transferred as payment is made. This procedure ensures that funds are released upon receipt of securities, thus protecting the government's assets.

Derivative instrument. A security that derives its value from an underlying asset, group of assets, reference rate, or index value. Some derivative instruments can be highly volatile and result in a loss of principal in changing interest rate environments.

Diversification. Dividing investment funds among a variety of securities offering different risk characteristics and independent returns to reduce risk in a portfolio.

Generally accepted accounting principles (GAAP). The criteria normally used by independent auditors to assess whether financial statements are "fairly presented."

Governmental Accounting Standards Board (GASB). The standard-

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setting body responsible for setting GAAP for state and local governments since 1984.

Leverage. Using borrowed funds for investment purposes or an attempt to increase the rate of return on a investment by buying securities on margin. This practice can be risky if interest rates rise or if investment yields are lower than expected.

Liquidity. A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked price is narrow and reasonable size can be done at those quotes. Local Government Investment Pool (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

Marking-to-market. The practice of valuing a security or portfolio according to its market value, rather than its cost or book value.

Market value. The price at which a security is trading and could presumably be purchased or sold.

Maturity. The date upon which the principal or stated value of an investment becomes due and payable.

Passive investment management. An investment strategy where securities are bought with the intention of holding them to maturity or to mimic a benchmark or an index with the goal of achieving an average market rate of return.

Portfolio. Collection of securities held by an investor.

Primary dealer. A primary dealer is a bank or securities broker-dealer that trades in the U.S. government securities with the Federal Reserve Bank of New York (FRBNY). It is through the FRBNY Open Market Desk that the Federal Reserve System ("Fed") implements monetary policy. A firm may become a primary dealer by meeting certain requirements, such as minimum capital adequacy standards. Some governments only conduct investment transactions with primary dealers because of these capital standards.

Prudent person rule. An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state-the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

Rate of return. The amount of income received from an investment, expressed as a percentage. A market rate of return is the yield that an investor can expect to receive in the current interest-rate environment utilizing a buy-and-hold to maturity investment strategy.

Regional dealer. Regional dealers are also referred to as "secondary" or "non-primary" dealers. These are all the firms

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that are not designated as "primary". These firms do not trade directly with the FRBNY. Many firms, ranging in size, capitalization, as well as product focus, fall in this category.

Repurchase agreement (repo). A transaction in which a holder of securities sells those securities to an investor with an agreement to repurchase those securities for a fixed price at an agreed-upon date. A master repurchase agreement is a written contract governing all future transactions between the parties and seeks to establish each party's rights in the transactions.

Reverse repurchase agreement. The opposite of a repurchase agreement. The investor owns the securities or collateral and a bank or dealer temporarily exchanges cash for the collateral for a specified period of time at an agreed-upon interest rate.

Safekeeping. A procedure where securities are held by a third party acting as custodian for a fee.

Securities and Exchange Commission (SEC). The Securities and Exchange Commission is a U.S. government agency having primary responsibility for enforcing the federal securities laws and regulating the securities industry.

SEC Rule 15c3-1. See Uniform Net Capital Rule.

Securities lending. Similar to a reverse repurchase transaction. Financial institutions offer to lend securities owned by institutional clients to brokers in exchange for collateral (typically cash), which is reinvested at a higher rate. The resulting proceeds are split between the client and the lending agent (financial institution).

STRIPS. Securities created by separating the principal and interest portions of bonds, such as 30-year Treasuries, or pools of mortgage-backed securities.

Treasury Bills. A non-interest bearing discounted security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

Treasury Bonds. Long-term coupon-bearing discount security issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

Total return. Interest income plus capital gains (or minus losses) on an investment.

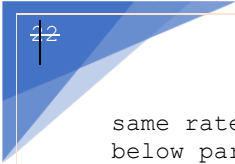
Uniform net capital rule. Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

Yield. The percentage return on an investment; also called return. There are several yield calculations that can be made, such as yield to maturity, the promised return assuming all interest and principal payments are made and reinvested at the

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same rate taking into account price appreciation (if priced below par) or depreciation (if priced above par), or yield to call, the yield an investor will receive if the security is called prior to maturity.

~~EXHIBIT A — ALLOWABLE INVESTMENT INSTRUMENTS PER STATE GOVERNMENT CODE (AS OF JANUARY 1, 2020) APPLICABLE TO ALL LOCAL AGENCIES~~

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INVESTMENT TYPE	MAXIMUM MATURITY ^a	MAXIMUM SPECIFIED % OF PORTFOLIO ^d	MINIMUM QUALITY REQUIREMENTS	GOV'T CODE SECTIONS
Local Agency Bonds	5 years	None	None	53601(a)
U.S. Treasury Obligations	5 years	None	None	53601(b)
State Obligations—CA And Others	5 years	None	None	53601(d)
CA Local Agency Obligations	5 years	None	None	53601(e)
U.S Agency Obligations	5 years	None	None	53601(f)
Bankers' Acceptances	180 days	40% ^e	None	53601(g)
Commercial Paper—Non-Pooled Funds ^f	270 days or less	25% of the agency's money ^g	Highest letter and number rating by an NRSRO ^h	53601(h)(2)(C)
Commercial Paper—Pooled Funds ⁱ	270 days or less	40% of the agency's money ^g	Highest letter and number rating by an NRSRO ^h	53635(a)(1)
Negotiable Certificates of Deposit	5 years	30% ^j	None	53601(i)
Non-negotiable Certificates of Deposit	5 years	None	None	53630 et seq.
Placement Service Deposits	5 years	50% ^k	None	53601.8 and 53635.8
Placement Service Certificates of Deposit	5 years	50% ^k	None	53601.8 and 53635.8
Repurchase Agreements	1 year	None	None	53601(j)
Reverse Repurchase Agreements and Securities Lending Agreements	92 days ^l	20% of the base value of the portfolio	None ^m	53601(j)
Medium-Term Notes ⁿ	5 years or less	30%	"A" rating category or its equivalent or better	53601(k)
Mutual Funds And Money Market Mutual Funds	N/A	20%	Multiple ^o	53601(l) and 53601.6(b)
Collateralized Bank Deposits ^p	5 years	None	None	53630 et seq. and 53601(n)
Mortgage Pass-Through and Asset-Backed Securities	5 years or less	20%	"AA" rating category or its equivalent or better	53601(o)
County Pooled Investment Funds	N/A	None	None	27133
Joint Powers Authority Pool	N/A	None	Multiple ^q	53601(p)
Local Agency Investment Fund (LAIF)	N/A	None	None	16429.1
Voluntary Investment Program Fund ^r	N/A	None	None	16340
Supranational Obligations ^s	5 years or less	30%	"AA" rating category or its equivalent or better	53601(q)
Public Bank Obligations	5 years	None	None	53601(r), 53635(c) and 57603

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ANGIE ARCILLA
arcilla@sbemp.com
FIRM ASSISTANT TO ROXANN VOTAW

REPLY TO:
Palm Springs, California

May 4, 2021

CITY OF BEAUMONT PROFESSIONAL SERVICES THRU: 4/30/2021

TOTAL DUE: \$98,791.50

Sincerely,
SBEMP, LLP

By: Angie Arcilla

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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Facsimile 760-322-2107

5/4/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Urban Logic

Professional services through: 4/9/2021:

Invoice # 63770

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$5,778.70

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Facsimile 760-322-2107

5/4/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Norton Rose

Professional services through: 4/22/2021:

Invoice # 63773

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$17,954.00

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Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

5/4/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Carpenters

Professional services through: 4/30/2021:

Invoice # 63718

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$35,415.10

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

Palm Springs, CA
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5/4/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Fibracast

Professional services through: 4/30/2021:

Invoice # 63703

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$192.50

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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5/4/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Peters

Professional services through: 4/30/2021:

Invoice # 63706

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$2,045.50

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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5/4/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Simpson

Professional services through: 4/30/2021:

Invoice # 63707

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$1,677.50

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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5/4/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*ULC Defense

Professional services through: 4/30/2021:

Invoice # 63709

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$55.00

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5/4/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Weka

Professional services through: 4/30/2021:

Invoice # 63711

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$2,805.00

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5/4/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Gen Lit

Professional services through: 4/30/2021:

Invoice # 63719

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$1,913.50

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5/4/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Labor&Employ

Professional services through: 4/30/2021:

Invoice # 63713

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$119.50

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5/4/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Legacy HP

Professional services through: 4/30/2021:

Invoice # 63714

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$8,293.30

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5/4/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-OverRetainer

Professional services through: 4/30/2021:

Invoice # 63715

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$13,183.60

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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5/4/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Retainer

Professional services through: 4/30/2021:

Invoice # 63716

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$7,518.00

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5/4/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-UtilityAuthor

Professional services through: 4/30/2021:

Invoice # 63717

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$1,840.30

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To: City Council
From: John O. Pinkney, City Attorney
Date: April 13, 2021
Re: List of Pending Litigation Against City of Beaumont

Pending Litigation Against the City (does not include litigation initiated by the City)

1. ***Christian Lee v. City of Beaumont***, Case No. RIC 2003005 (Pre-Trial)
2. ***Charles Peters dba Pioneer Mobile Village v. City of Beaumont et. al.***, Case No. RIC 1707116 (Appeal)
3. ***Southwest Regional Council of Carpenters v. City of Beaumont***, Case no. CVRI2000635 (Pleading)