



CITY COUNCIL CLOSED & REGULAR SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, April 20, 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 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:
February 18, 2021
February 25, 2021
March 4, 2021

2. Approval of Minutes

Recommended Action:

Approval of minutes dated April 6, 2021.

3. Accept Performance and Payment Bonds and Security Agreements for Street Improvements from RSI Communities - California LLC, Tract 27971-7 within the Olivewood Specific Plan

Recommended Action:

Accept Performance and Payment Bonds and Security Agreements for Street Improvements from RSI Communities-California LLC, Tract 27971-7 within the Olivewood Specific Plan.

4. Economic Development Subsidy Report Pursuant to Government Code Section 53083 for Wolverine Worldwide, Inc., Located at 1020 Prosperity Way, Beaumont, CA 92223

Recommended Action:

Receive and file the Economic Development Subsidy report pursuant to Government Code Section 53083 for Wolverine Worldwide, Inc.

PUBLIC HEARINGS

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

5. Public Hearing: Fiscal Year 2021/22 - 2022/24 Short Range Transit Plan - Draft

Recommended Action:

Hold a Public Hearing, and
Adopt the plan with any recommended changes.

6. Hold A Public Hearing and Consider 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) and Consider Adopting a Resolution Establishing the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Local Development Mitigation Fee Applicable to all Developments in the Plan Area

Recommended Action:

Hold the continued Public Hearing from March 16, 2021,
Waive the full reading and approve by title only, "A Resolution of the City of Beaumont Establishing the Western Riverside County Multiple Species Habitat Conservation Plan Local Development Mitigation Fee Applicable to all Developments in the Plan Area," and

Waive the first 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.”

ACTION ITEMS

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

7. Dissolution of Improvement Area Nos. 19D and 19F of CFD No. 93-1 and Formation of CFD No. 2021-1

Recommended Action:

Waive the full reading and adopt by title only, “Resolution of the City Council of the City of Beaumont, California, Declaring Its Intention to Establish City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon), To Authorize the Levy of a Special Tax to Pay the Cost of Acquiring or Constructing Certain Public Facilities, and Paying for Certain Incidental Expenses and to Pay Debt Service on Bonded Indebtedness;”

Waive the full reading and adopt by title only, “Resolution of the City Council of the City of Beaumont, California, Declaring its Intention to Incur Bonded Indebtedness within City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon);” and

Approve the Reimbursement Agreement.

8. Second Amendment to the Agreement for Maintenance Services with Jan-Pro of Ontario, Inc., for Custodial Services

Recommended Action:

Approve the second amendment to the Agreement for Maintenance Services with Jan-Pro of Ontario, Inc., in the amount of Seventy-Three Thousand Nine-Hundred Twenty-Two dollars and Twenty-Six cents (\$73,922.26) and authorize the City Manager to execute the amendment on behalf of the City.

9. Approve a Professional Services Agreement with Akel Engineering Group, Inc., for a Total Not-to-Exceed Amount of \$100,000 for Hydraulic Modeling Services

Recommended Action:

Approve a professional services agreement with Akel Engineering Group, Inc., for a total not-to-exceed amount of \$100,000 for Hydraulic Modeling Services.

10. Approve the Street Selection for the Annual Citywide Street Rehabilitation and Maintenance 20/21 Project CIP R-03 and R-04 and the 2021 Mid-Year Street Enhancement Project CIP R-06 and Authorize City Staff to Finalize the Bid Package and Solicit Bids for the Project

Recommended Action:

Approve the street selection for the Annual Citywide Street Rehabilitation and Maintenance 20/21 project CIP R-03 and R-04 and the 2021 Mid-Year Street Enhancement project CIP R-06, and

Authorize City staff to finalize the bid package and solicit bids for the project.

11. Approval of Title, Classification and Salary Changes

Recommended Action:

Approval of Planning Manager title change,
Approval of Assistant Director of Public Works/Assistant City Engineer classification and salary scale,
Approval of Public Works Manager to Principal Engineer title change, and
Approval of Transit Operations Manager classification and salary scale.

12. City Council Approval of Change Order No. 19 for the Wastewater Treatment Plant Upgrade/Expansion in the Amount Not to Exceed \$98,556.60 for the Installation of Aeration Basin Risers, Aeration Basin Network Switch, High Level Alarm for the Fine Screens and the Addition of Actuators at the Influent Gates

Recommended Action:

Staff recommends City Council approval of Change Order No. 19 for the Wastewater Treatment Plant Upgrade and Expansion in the amount not to exceed \$98,556.60 for the installation of aeration basin risers, aeration basin network switch, high level alarm for the fine screens and the addition of actuators at the influent gates.

13. Authorize the Installation and Connection of a New Potable Water Supply with Beaumont Cherry Valley Water District for the Wastewater Treatment Plant and Deposit an Amount of \$30,275 with the District for the Completion of the Work

Recommended Action:

Authorize City staff to make a deposit of \$30,275 to Beaumont Cherry Valley Water District for the connection and installation of a new water line service for the Wastewater Treatment Plant, and
Authorize City staff to pay additional expenses associated with this work should the costs exceed \$30,275.

14. City Attorney Invoices for the Month of March 2021

Recommended Action:

Approve invoices in the amount of \$85,657.00

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. Status of Pending Litigation

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, May 4, 2021, at 5:00 p.m., unless otherwise posted.

Beaumont City Hall – Online www.BeaumontCa.gov




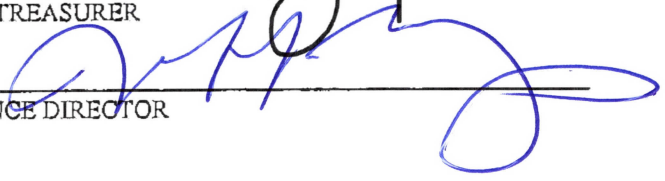
WARRANTS TO BE RATIFIED

Thursday, February 18, 2021

Printed Checks	108337-108339	\$	3,658.34	Utility Account Refunds
	108289-108336	\$	493,103.25	FY 20/21
ACH	385	\$	96,877.90	
	A/P Total	\$	<u>589,981.15</u>	
Bank Draft	CalPERS	\$	47,103.25	742 Classic
		\$	43,074.25	743 Classic
		\$	18,742.09	27308 PEPRA
		\$	11,526.45	25763 PEPRA
	Merchant Banked	\$	8,804.96	Credit Card Fees
	Global Payments	\$	1,431.89	Backlogged Monthly Fee for New Credit Card Machines
	Paychex	\$	481,005.92	Payroll Paydate 02/12/21

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



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SIGNATURE: _____
TITLE: CITY TREASURER

SIGNATURE: _____
TITLE: FINANCE DIRECTOR



City of Beaumont, CA

Check Item 1. Report

By Check Number

Date Range: 02/11/2021 - 02/17/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3503	CITIZENS BUSINESS BANK	02/17/2021	EFT	0.00	96,877.90	385
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>APPLICATION 23</u>	Invoice	02/17/2021	W LYLES RETENTION ESCROW	0.00	96,877.90	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT		96,877.90	
			W LYLES RETENTION ESCROW			
1053	AMERICAN FORENSIC NURSES	02/17/2021	Regular	0.00	60.57	108289
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>74249</u>	Invoice	02/17/2021	American Forensic Nurses BloodDraw Ser	0.00	60.57	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		60.57	
			AMERICAN FORENSIC NURSES			
1005	A-Z BUS SALES, INC.	02/17/2021	Regular	0.00	2,991.79	108290
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>01P701778</u>	Invoice	02/17/2021	2 foggers for transit department	0.00	2,991.79	
	<u>100-0000-2060-0000</u>		USE TAX PAYABLE		215.19	
	<u>215-0000-7036-0000</u>		GRANT SPECIFIC COSTS		2,776.60	
			2 foggers for transit department			
3129	BC RENTALS, INC	02/17/2021	Regular	0.00	264.21	108291
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>0056352-IN</u>	Invoice	02/17/2021	Streets - Special Dept Supplies	0.00	264.21	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		264.21	
			ADD TO PO			
1160	BIG TIME DESIGN	02/17/2021	Regular	0.00	169.30	108292
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>5322</u>	Invoice	02/18/2021	EMPLOYEE UNIFORM	0.00	40.00	
	<u>100-3250-7065-0000</u>		UNIFORMS		40.00	
			EMPLOYEE UNIFORM			
<u>5325</u>	Invoice	02/18/2021	EMPLOYEE UNIFORMS	0.00	129.30	
	<u>100-3100-7065-0000</u>		UNIFORMS		129.30	
			EMPLOYEE UNIFORMS			
2968	CALIFORNIA ASSOCIATION FOR LOCAL ECONOM	02/17/2021	Regular	0.00	570.00	108293
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>300002620</u>	Invoice	02/18/2021	MEMBERSHIP RENEWAL	0.00	570.00	
	<u>100-1200-7030-0000</u>		DUES & SUBSCRIPTIONS		570.00	
			MEMBERSHIP RENEWAL			
1242	CED	02/17/2021	Regular	0.00	1,006.29	108294
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>0954-1000390</u>	Invoice	02/17/2021	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	469.36	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		469.36	
			DEPARTMENT SUPPLIES - ELECT			
<u>0954-1000526</u>	Invoice	02/17/2021	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	447.81	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		447.81	
			DEPARTMENT SUPPLIES - ELECT			
<u>0954-1000573</u>	Invoice	02/17/2021	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	206.88	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		206.88	
			DEPARTMENT SUPPLIES - ELECT			
<u>0954-1000583</u>	Invoice	02/17/2021	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	175.20	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		175.20	
			DEPARTMENT SUPPLIES - ELECT			
<u>0954-1000894</u>	Credit Memo	02/17/2021	DEPT SUPPLIES	0.00	-469.36	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		-469.36	
			DEPT SUPPLIES			

Check Report

Date Range: 02/11/2021 Item 1. 021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>0954-481390</u>	Invoice <u>100-3250-7070-0000</u>	02/17/2021	DEPARTMENT SUPPLIES - ELECTRICAL SPECIAL DEPT SUPPLIES DEPARTMENT SUPPLIES - ELECT	0.00	55.71 55.71	
<u>0954-481935</u>	Invoice <u>100-3250-7070-0000</u>	02/17/2021	DEPARTMENT SUPPLIES - ELECTRICAL SPECIAL DEPT SUPPLIES DEPARTMENT SUPPLIES - ELECT	0.00	36.64 36.64	
<u>0954-481937</u>	Invoice <u>100-3250-7070-0000</u> <u>100-3250-7070-0000</u>	02/17/2021	DEPARTMENT SUPPLIES - ELECTRICAL SPECIAL DEPT SUPPLIES DEPARTMENT SUPPLIES - ELECT SPECIAL DEPT SUPPLIES DEPARTMENT SUPPLIES - ELECT	0.00	84.05 1.59 82.46	
1285	CITY OF BANNING	02/17/2021	Regular	0.00	285.71	108295
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>01142021-01</u>	Invoice <u>100-3250-7010-0000</u>	02/17/2021	SHARED TRAFFIC SIGNAL UTILITY @ HS W UTILITIES SHARED TRAFFIC SIGNAL UTILIT	0.00	218.86 218.86	
<u>74105-54930 02/</u>	Invoice <u>100-3250-7010-0000</u>	02/17/2021	SHARED TRAFFIC SIGNAL UTILITY @ HS W UTILITIES SHARED TRAFFIC SIGNAL UTILIT	0.00	66.85 66.85	
4249	COUNSILMAN/HUNSAKER & ASSOCIATES, INC	02/17/2021	Regular	0.00	2,395.00	108296
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>19908</u>	Invoice <u>500-0000-8990-0000</u>	02/17/2021	Assessment & Feasibility Study Plan for P CAPITAL OUTLAY Assessment & Feasibility Study	0.00	2,395.00 2,395.00	
4116	COZAD & FOX, INC	02/17/2021	Regular	0.00	6,395.10	108297
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>17751</u>	Invoice <u>500-0000-8990-0000</u>	02/17/2021	2nd Street Professional Engineering Servi CAPITAL OUTLAY 2nd Street Professional Engineer	0.00	6,395.10 6,395.10	
3601	CRAFCO, INC	02/17/2021	Regular	0.00	6,047.47	108298
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>9402405217</u>	Invoice <u>500-0000-8030-0000</u>	02/17/2021	CRACK SEAL SUPPLIES INFRASTRUCTURE IMPRO CRACK SEAL SUPPLIES	0.00	6,047.47 6,047.47	
3560	DOSSIER SYSTEMS INC	02/17/2021	Regular	0.00	1,938.00	108299
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>48427</u>	Invoice <u>750-7300-7071-0000</u>	02/17/2021	Fleet Maintenance Software & Solutions SOFTWARE FLEET MAINTENANCE	0.00	1,710.00 1,710.00	
<u>48547</u>	Invoice <u>750-7300-7071-0000</u>	02/18/2021	SOFTWARE SOFTWARE	0.00	228.00 228.00	
1442	DPREP,LLC	02/17/2021	Regular	0.00	249.00	108300
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>1606247611</u>	Invoice <u>100-2050-7066-0000</u>	02/18/2021	EMPLOYEE TRAINING TRAVEL, EDUCATION, TRA EMPLOYEE TRAINING	0.00	249.00 249.00	
1445	DUDEK	02/17/2021	Regular	0.00	2,140.00	108301
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>202100223</u>	Invoice <u>700-4050-7068 0000</u>	02/17/2021	Max Benefit Report of Groundwater & Sur CONTRACTUAL SERVICES Max Benefit Report of Groundw	0.00	2,140.00 2,140.00	
1499	EVIDENT	02/17/2021	Regular	0.00	173.88	108302

Check Report

Date Range: 02/11/2021 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		
<u>174785B</u>	Invoice	02/18/2021	DEPT SUPPLIES	0.00	173.88	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		173.88	
1522	FOX OCCUPATIONAL	02/17/2021	Regular	0.00	300.00	108303
<u>125016</u>	Invoice	02/18/2021	EMPLOYEE MEDICAL SERVICES	0.00	195.00	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		115.00	
	<u>750-7400-6019-0000</u>		FIRST AID		40.00	
	<u>750-7700-6019-0000</u>		FIRST AID		40.00	
<u>125017</u>	Invoice	02/18/2021	HIRING COSTS	0.00	105.00	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		105.00	
1533	FRONTIER COMMUNICATIONS	02/17/2021	Regular	0.00	124.10	108304
<u>951-769-6032-08</u>	Invoice	02/18/2021	PHONE UTILITY	0.00	70.06	
	<u>100-1230-7015-5400</u>		TELEPHONE - SPORTS PAR		70.06	
<u>951-769-8533-09</u>	Invoice	02/18/2021	PHONE UTILITY	0.00	54.04	
	<u>750-7300-7015-0000</u>		TELEPHONE		54.04	
1567	GEORGE WALTER	02/17/2021	Regular	0.00	885.48	108305
<u>02/28/21-03/04/</u>	Invoice	02/18/2021	EMPLOYEE TRAINING TRAVEL	0.00	885.48	
	<u>100-2050-7066-0000</u>		TRAVEL, EDUCATION, TRA		885.48	
1612	HEARD'S INVESTIGATIONS AND POLYGRAPH LL	02/17/2021	Regular	0.00	175.00	108306
<u>6823</u>	Invoice	02/18/2021	HIRING COSTS	0.00	175.00	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		175.00	
1806	KONICA MINOLTA PREMIER FINANCE	02/17/2021	Regular	0.00	640.84	108307
<u>434642997</u>	Invoice	02/18/2021	EQUIPMENT RENTAL	0.00	40.67	
	<u>100-1230-7075-6025</u>		EQUIPMENT LEASING/RE		10.18	
	<u>100-1230-7075-6026</u>		EQUIPMENT LEASING/RE		5.08	
	<u>100-1230-7075-6040</u>		EQUIPMENT LEASING/RE		10.17	
	<u>100-1230-7075-6041</u>		EQUIPMENT LEASING/RE		5.08	
	<u>700-4050-7075-0000</u>		EQUIPMENT LEASING/RE		5.08	
	<u>750-7000-7075-0000</u>		EQUIPMENT LEASING/RE		5.08	
<u>434861001</u>	Invoice	02/18/2021	EQUIPMENT RENTAL	0.00	600.17	
	<u>100-1230-7075-6026</u>		EQUIPMENT LEASING/RE		420.12	
	<u>700-4050-7075-0000</u>		EQUIPMENT LEASING/RE		180.05	
3271	KS STATEBANK	02/17/2021	Regular	0.00	11,830.77	108308
<u>3353429 03/01/2</u>	Invoice	02/17/2021	VACTOR TRUCK & PATCH TRUCK	0.00	11,830.77	
	<u>100-3250-8060-0000</u>		VEHICLES		3,194.31	
	<u>710-0000-8060-0000</u>		VEHICLES		8,636.46	
4325	LAW OFFICES OF AARON L. TURNER, APC	02/17/2021	Regular	0.00	350,000.00	108309

Check Report

Date Range: 02/11/2021 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		
RIC 1810937	Invoice 100-1300-7068-000B	02/18/2021	SETTLEMENT ON CASE RIC 1810937 CONTRACTUAL SERVICES SETTLEMENT ON CASE RIC 1810	0.00	350,000.00	
1856	LEXISNEXIS RISK SOLUTIONS	02/17/2021	Regular	0.00	171.70	108310
1535776-202101	Invoice 100-2050-7030-0000	02/18/2021	MONTHLY SUBSCRIPTION FEE DUES & SUBSCRIPTIONS MONTHLY SUBSCRIPTION FEE	0.00	171.70	
1857	LIEBERT CASSIDY WHITMORE	02/17/2021	Regular	0.00	4,104.00	108311
1497246	Invoice 100-1300-7068-000B	02/18/2021	SEIU NEGOTIATIONS 2020 CONTRACTUAL SERVICES SEIU NEGOTIATIONS 2020	0.00	684.00	
1501303	Invoice 100-1300-7068-000B	02/18/2021	SEIU NEGOTIATIONS 2020 CONTRACTUAL SERVICES SEIU NEGOTIATIONS 2020	0.00	228.00	
1506806	Invoice 100-1300-7068-000B	02/18/2021	SEIU NEGOTIATIONS 2020 CONTRACTUAL SERVICES SEIU NEGOTIATIONS 2020	0.00	3,192.00	
4290	LISA WISE CONSULTING, INC	02/17/2021	Regular	0.00	9,078.75	108312
3770	Invoice 215-0000-7068-0000 215-0000-7068-0000	02/17/2021	Housing Element Update CONTRACTUAL SERVICES Housing Element Update CONTRACTUAL SERVICES Housing Element Update	0.00	1,765.00 420.21 1,344.79	
3803	Invoice 215-0000-7068-0000 215-0000-7068-0000	02/17/2021	Housing Element Update CONTRACTUAL SERVICES Housing Element Update CONTRACTUAL SERVICES Housing Element Update	0.00	7,313.75 5,572.51 1,741.24	
4326	MARK HENLEY	02/17/2021	Regular	0.00	650.00	108313
20200312	Invoice 100-2050-7070-0000	02/17/2021	DEPT SUPPLIES SPECIAL DEPT SUPPLIES DEPT SUPPLIES	0.00	650.00	
2009	O'REILLY AUTO PARTS	02/17/2021	Regular	0.00	21.54	108314
2678-322185	Invoice 100-3250-7037-0000	02/18/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	21.54	
2065	PITNEY BOWES INC-CTR	02/17/2021	Regular	0.00	141.42	108315
1017317695	Invoice 100-2000-7025-0000 100-2050-7025-0000	02/18/2021	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	0.00	141.42 7.07 134.35	
2072	POLYDYNE, INC.	02/17/2021	Regular	0.00	5,745.57	108316
1518117	Invoice 700-4050-7070-0000	02/17/2021	CHEMICALS & SUPPLIES SPECIAL DEPT SUPPLIES CHEMICALS & SUPPLIES	0.00	5,745.57	
4321	PRIMAL RESPONSE TRAINING GROUP INC	02/17/2021	Regular	0.00	900.00	108317

Check Report

Date Range: 02/11/2021 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		
04/12/21-04/13/	Invoice	02/18/2021	EMPLOYEE TRAINING - LOZA	0.00	900.00	
	<u>100-2050-7066-0000</u>	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING - LOZA		900.00	
3652	PRUDENTIAL OVERALL SUPPLY	02/17/2021	Regular	0.00	459.11	108318
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>23105923</u>	Invoice	02/17/2021	Streets - Prudential Uniforms	0.00	54.20	
	<u>100-3250-7065-0000</u>	UNIFORMS	Streets Prudential Uniforms		54.20	
<u>23108951</u>	Invoice	02/17/2021	Streets - Prudential Uniforms	0.00	54.20	
	<u>100-3250-7065-0000</u>	UNIFORMS	Streets Prudential Uniforms		54.20	
<u>23115238</u>	Invoice	02/17/2021	Uniform Rental and Cleaning	0.00	134.39	
	<u>750-7100-7065-0000</u>	UNIFORMS	Uniform Rental and Cleaning		17.18	
	<u>750-7400-7065-0000</u>	UNIFORMS	Uniform Rental and Cleaning		32.03	
	<u>750-7600-7065-0000</u>	UNIFORMS	Uniform Rental and Cleaning		28.30	
	<u>750-7700-7065-0000</u>	UNIFORMS	Uniform Rental and Cleaning		20.13	
	<u>750-7800-7065-0000</u>	UNIFORMS	Uniform Rental and Cleaning		14.72	
	<u>750-7900-7065-0000</u>	UNIFORMS	Uniform Rental and Cleaning		22.03	
<u>23115255</u>	Invoice	02/17/2021	Uniform Rental and Cleaning	0.00	54.65	
	<u>750-7300-7065-0000</u>	UNIFORMS	Uniform Rental and Cleaning		54.65	
<u>23115262</u>	Invoice	02/17/2021	Uniform Cleaning and Rental	0.00	84.16	
	<u>100-6050-7065-0000</u>	UNIFORMS	Uniform Cleaning and Rental		84.16	
<u>23115264</u>	Invoice	02/17/2021	WW - Prudential Uniforms	0.00	77.51	
	<u>700-4050-7065-0000</u>	UNIFORMS	WW - Prudential Uniforms		77.51	
2108	RANDALL MARSH	02/17/2021	Regular	0.00	227.10	108319
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
04/07/21-04/08/	Invoice	02/18/2021	EMPLOYEE TRAINING TRAVEL	0.00	227.10	
	<u>100-2050-7066-0000</u>	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING TRAVEL		227.10	
2161	RIVERSIDE COUNTY ENVIRONMENTAL HEALTH	02/17/2021	Regular	0.00	2,611.33	108320
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
AP0071505	Invoice	02/18/2021	VECTOR CONTROL OCT 2020-DEC 2020	0.00	2,611.33	
	<u>100-2030-7039-0000</u>	CODE ENFORCEMENT	VECTOR CONTROL OCT 2020-DE		2,611.33	
2170	RIVERSIDE COUNTY SHERIFF DEPARTMENT	02/17/2021	Regular	0.00	165.00	108321
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
01/27/21-01/31/	Invoice	02/18/2021	EMPLOYEE TRAINING - GRABLE	0.00	165.00	
	<u>100-2090-7066-0000</u>	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING - GRABLE		165.00	
1113	RYAN M. WESTBROOK INC	02/17/2021	Regular	0.00	200.00	108322
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
735555	Invoice	02/18/2021	ANIMAL CARE SERVICES	0.00	200.00	
	<u>100-2000-7068-0000</u>	CONTRACTUAL SERVICES	ANIMAL CARE SERVICES		200.00	
3052	SASE COMPANY LLC	02/17/2021	Regular	0.00	434.01	108323
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV252108	Invoice	02/18/2021	DEPT SUPPLIES	0.00	434.01	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		434.01	
2257	SCOTT FAZEKAS & ASSOCIATES, INC.	02/17/2021	Regular	0.00	1,689.97	108324

Check Report

Date Range: 02/11/2021 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		
21334	Invoice 100-2150-7063-0000	02/17/2021	SFA, Inc. Plan Check Services PLAN CHECK FEES	0.00	1,689.97	
2026	SECURITY SIGNAL DEVICES, INC	02/17/2021	Regular	0.00	1,234.70	108325
<u>R-00262167</u>	Invoice 100-6000-7087-0000	02/18/2021	SECURITY SERVICES SECURITY SERVICES	0.00	186.50	
<u>R-00262171</u>	Invoice 700-4050-7087-007A	02/18/2021	SECURITY SERVICES SECURITY SERVICES	0.00	179.55	
<u>R-00262190</u>	Invoice 750-7000-7087-0000	02/18/2021	SECURITY SERVICES SECURITY SERVICES	0.00	55.65	
<u>R-00262263</u>	Invoice 700-4050-7087-005X	02/18/2021	SECURITY SERVICES SECURITY SERVICES	0.00	138.00	
<u>R-00262282</u>	Invoice 100-6000-7087-6040	02/18/2021	SECURITY SERVICES SECURITY - POLICE DEPT	0.00	113.25	
<u>R-00262393</u>	Invoice 750-7300-7087-0000	02/18/2021	SECURITY SERVICES SECURITY SERVICES	0.00	61.50	
<u>R-00262408</u>	Invoice 700-4050-7087-005X	02/18/2021	SECURITY SERVICES SECURITY SERVICES	0.00	163.50	
<u>R-00262479</u>	Invoice 100-6000-7087-6025 100-6000-7087-6026	02/18/2021	SECURITY SERVICES SECURITY - CITY HALL SECURITY- CITY HALL BLD	0.00	218.65	
<u>R-00262522</u>	Invoice 100-6000-7087-6040	02/18/2021	SECURITY SERVICES SECURITY - POLICE DEPT	0.00	58.25	
<u>R-00262538</u>	Invoice 700-4050-7087-0000	02/18/2021	SECURITY SERVICES SECURITY SERVICES	0.00	59.85	
2267	SGP DESIGN AND PRINT	02/17/2021	Regular	0.00	71.42	108326
<u>012109</u>	Invoice 100-2050-7025-0000	02/18/2021	OFFICE SUPPLIES OFFICE SUPPLIES	0.00	71.42	
2311	SOUTHERN CALIFORNIA EDISON	02/17/2021	Regular	0.00	32,158.94	108327

Check Report

Date Range: 02/11/2021 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		
<u>02/18/21</u>	Invoice	02/18/2021	ELECTRIC UTILITY	0.00	32,158.94	
	<u>100-3250-7010-0000</u>	UTILITIES	ELECTRIC UTILITY		14,727.49	
	<u>100-3250-7010-003X</u>	UTILITIES (IA 3)	ELECTRIC UTILITY		2,634.76	
	<u>100-3250-7010-006B</u>	UTILITIES (IA 6B)	ELECTRIC UTILITY		2,231.06	
	<u>100-3250-7010-007A</u>	UTILITIES (IA 7A)	ELECTRIC UTILITY		169.08	
	<u>100-3250-7010-007B</u>	UTILITIES (IA 7B)	ELECTRIC UTILITY		81.14	
	<u>100-3250-7010-007D</u>	UTILITIES (IA 7D)	ELECTRIC UTILITY		124.78	
	<u>100-3250-7010-008A</u>	UTILITIES (IA 8A)	ELECTRIC UTILITY		1,039.92	
	<u>100-3250-7010-008B</u>	UTILITIES (IA 8B)	ELECTRIC UTILITY		86.27	
	<u>100-3250-7010-008C</u>	UTILITIES (IA 8C)	ELECTRIC UTILITY		803.76	
	<u>100-3250-7010-008D</u>	UTILITIES (IA 8D)	ELECTRIC UTILITY		24.38	
	<u>100-3250-7010-010A</u>	UTILITIES (IA 10)	ELECTRIC UTILITY		54.39	
	<u>100-3250-7010-011A</u>	UTILITIES (IA 11A)	ELECTRIC UTILITY		181.61	
	<u>100-3250-7010-012A</u>	UTILITIES (IA 12)	ELECTRIC UTILITY		108.27	
	<u>100-3250-7010-014B</u>	UTILITIES (IA 14B)	ELECTRIC UTILITY		38.47	
	<u>100-3250-7010-014X</u>	UTILITIES (IA 14)	ELECTRIC UTILITY		1,614.58	
	<u>100-3250-7010-018X</u>	UTILITIES (IA 18)	ELECTRIC UTILITY		118.23	
	<u>100-3250-7010-019A</u>	UTILITIES (IA 19A)	ELECTRIC UTILITY		249.28	
	<u>100-3250-7010-019C</u>	UTILITIES (IA 19C)	ELECTRIC UTILITY		3,153.00	
	<u>100-3250-7010-06A1</u>	UTILITIES (IA 6A1)	ELECTRIC UTILITY		1,324.23	
	<u>100-6000-7010-6045</u>	UTILITIES - COMMUNITY	ELECTRIC UTILITY		2,652.70	
	<u>750-7000-7010-0000</u>	UTILITIES	ELECTRIC UTILITY		741.54	
2405	THE COUNSELING TEAM	02/17/2021	Regular	0.00	1,000.00	108328
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>78256</u>	Invoice	02/18/2021	EMPLOYEE SUPPORT SERVICES	0.00	1,000.00	
	<u>100-1240-7068-0000</u>	CONTRACTUAL SERVICES	EMPLOYEE SUPPORT SERVICES		1,000.00	
2407	THE GAS COMPANY	02/17/2021	Regular	0.00	2,122.34	108329
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>09712228007 03/</u>	Invoice	02/18/2021	GAS UTILITY	0.00	1,224.13	
	<u>100-6000-7010-6025</u>	UTILITIES - CITY HALL	GAS UTILITY		1,224.13	
<u>10552230004 03/</u>	Invoice	02/18/2021	GAS UTILITY	0.00	202.14	
	<u>750-7300-7010-0000</u>	UTILITIES	GAS UTILITY		202.14	
<u>13912227587 03/</u>	Invoice	02/18/2021	GAS UTILITY	0.00	280.18	
	<u>100-6000-7010-6026</u>	UTILITIES - CITY HALL BLD	GAS UTILITY		280.18	
<u>15382227021 03/</u>	Invoice	02/18/2021	GAS UTILITY	0.00	285.41	
	<u>750-7000-7010-0000</u>	UTILITIES	GAS UTILITY		285.41	
<u>19782338008 03/</u>	Invoice	02/18/2021	GAS UTILITY	0.00	130.48	
	<u>100-6000-7010-6055</u>	UTILITIES - FIRE STATION	GAS UTILITY		130.48	
4267	THERESA MICHEL INVESTIGATIONS	02/17/2021	Regular	0.00	300.00	108330
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>3</u>	Invoice	02/18/2021	HIRING COSTS	0.00	300.00	
	<u>100-1240-6050-0000</u>	RECRUITMENT AND HIRI	HIRING COSTS		300.00	
2435	TLMA ADMINISTRATION COUNTY OF RIV	02/17/2021	Regular	0.00	833.34	108331
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>TL0000015646</u>	Invoice	02/17/2021	SHARED TRAFFIC SIGNALS WITH RIVERSID	0.00	833.34	
	<u>100-3250-7068-0000</u>	CONTRACTUAL SERVICES	SHARED TRAFFIC SIGNALS WITH		833.34	
2461	UNDERGROUND SERVICE ALERT	02/17/2021	Regular	0.00	202.80	108332

Check Report

Date Range: 02/11/2021 to 02/11/2021 Item 1. of 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		
<u>120210052</u>	Invoice	02/17/2021	DIG ALERT - SEWER	0.00	105.70	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		105.70	
<u>18DSBFEE30</u>	Invoice	02/17/2021	DIG ALERT - SEWER	0.00	97.10	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		97.10	
3923	UPDOG MEDIA, LLC	02/17/2021	Regular	0.00	10,620.00	108333
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>1078</u>	Invoice	02/17/2021	Bus Wrap Removal and Installation	0.00	10,620.00	
	<u>760-0000-7068-0000</u>		CONTRACTUAL SERVICE		10,620.00	
2510	VERIZON WIRELESS - VSAT	02/17/2021	Regular	0.00	100.00	108334
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>21113592-94069</u>	Invoice	02/18/2021	DEPT SUPPLIES SMS	0.00	100.00	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		100.00	
2555	XYLEM DEWATERING SOLUTIONS U.S.A INC	02/17/2021	Regular	0.00	17,252.14	108335
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>401017010</u>	Invoice	02/17/2021	PUMP RENTAL FOR LITTLE LOWER OAK LIF	0.00	4,875.96	
	<u>700-4050-7075-0000</u>		EQUIPMENT LEASING/RE		4,875.96	
<u>401017397</u>	Invoice	02/17/2021	NOBLE CREEK LIFT STATION	0.00	4,497.49	
	<u>700-4050-7075-0000</u>		EQUIPMENT LEASING/RE		4,497.49	
<u>401017398</u>	Invoice	02/17/2021	PUMP RENTAL FOR LITTLE LOWER OAK LIF	0.00	1,212.19	
	<u>700-4050-7075-0000</u>		EQUIPMENT LEASING/RE		1,212.19	
<u>401023584</u>	Invoice	02/17/2021	PUMP RENTAL FOR LITTLE LOWER OAK LIF	0.00	1,212.19	
	<u>700-4050-7075-0000</u>		EQUIPMENT LEASING/RE		1,212.19	
<u>401040974</u>	Invoice	02/17/2021	EQUIPMENT RENTAL	0.00	150.85	
	<u>700-4050-7075-0000</u>		EQUIPMENT LEASING/RE		150.85	
<u>401041249</u>	Invoice	02/17/2021	EQUIPMENT MAINTENANCE	0.00	150.85	
	<u>700-4050-7075-0000</u>		EQUIPMENT LEASING/RE		150.85	
<u>401067337</u>	Invoice	02/17/2021	PUMP RENTAL FOR LITTLE LOWER OAK LIF	0.00	3,940.42	
	<u>700-4050-7075-0000</u>		EQUIPMENT LEASING/RE		3,940.42	
<u>401067667</u>	Invoice	02/17/2021	PUMP RENTAL FOR LITTLE LOWER OAK LIF	0.00	1,212.19	
	<u>700-4050-7075-0000</u>		EQUIPMENT LEASING/RE		1,212.19	
4193	YOUNG ELECTRIC SIGN COMPANY	02/17/2021	Regular	0.00	11,965.56	108336
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>INY-0272673</u>	Invoice	02/17/2021	Electronic sign in front of City Hall on the	0.00	11,965.56	
	<u>100-6000-7068-6025</u>		CONTRACTUAL SVC - CITY		11,965.56	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	90	48	0.00	493,103.25
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	1	1	0.00	96,877.90
	91	49	0.00	589,981.15

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	90	48	0.00	493,103.25
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	1	1	0.00	96,877.90
	91	49	0.00	589,981.15

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	2/2021	589,981.15
			589,981.15



WARRANTS TO BE RATIFIED

Thursday, February 25, 2021

Printed Checks	108388-108389	\$	512.56	Utility Account Refunds
	108340-108387	\$	527,834.64	FY 20/21
ACH	386-389	\$	665,391.31	
	A/P Total	\$	<u>1,193,225.95</u>	
Wires	Wilmington Trust	\$	7,037,676.54	03/31/21 Debt Service Payment
Bank Draft	MG Trust	\$	20,721.13	457 Paydate 02/12/2021
		\$	4,542.06	401-A Paydate 02/12/2021
		\$	671.03	FICA Paydate 02/12/2021
	Kaiser	\$	178.00	HSA Paydate 02/12/2021

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




WARRANTS TO BE RATIFIED

Thursday, February 25, 2021

Printed Checks	108388-108389	\$	512.56	Utility Account Refunds
	108340-108387	\$	527,834.64	FY 20/21
ACH	386-389	\$	665,391.31	
	A/P Total	\$	<u>1,193,225.95</u>	
Wires	Wilmington Trust	\$	7,037,676.54	03/31/21 Debt Service Payment
Bank Draft	MG Trust	\$	20,721.13	457 Paydate 02/12/2021
		\$	4,542.06	401-A Paydate 02/12/2021
		\$	671.03	FICA Paydate 02/12/2021
	Kaiser	\$	178.00	HSA Paydate 02/12/2021

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 Report

By Check Number

Date Range: 02/18/2021 - 02/26/2021

Item 1.

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3229	ICMA - RC	02/25/2021	EFT	0.00	4,896.86	386
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
PD 02/12/21	Invoice	02/25/2021	EMPLOYEE CONTRIBUTIONS	0.00	4,896.86	
	100-0000-2075-0000		DEFERRED COMPENSATI		3,996.86	
	100-1200-6026-0000		DEFERRED COMP		900.00	
2264	SEIU	02/25/2021	EFT	0.00	2,285.40	387
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
PD 02/12/21	Invoice	02/25/2021	UNION DUES	0.00	2,285.40	
	100-0000-2061-0000		P.E.R.C. DUES & INS		2,285.40	
2295	SLOVAK BARON EMPEY MURPHY & PINKNEY	02/25/2021	EFT	0.00	78,225.00	388
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
62298	Invoice	02/24/2021	LEGAL SERVICES	0.00	23,351.00	
	100-1300-7068-000B		CONTRACTUAL SERVICES		23,351.00	
62299	Invoice	02/24/2021	LEGAL SERVICES	0.00	2,727.00	
	100-1300-7068-000B		CONTRACTUAL SERVICES		2,727.00	
62300	Invoice	02/24/2021	LEGAL SERVICES	0.00	8,519.80	
	100-1300-7068-000B		CONTRACTUAL SERVICES		8,519.80	
62302	Invoice	02/24/2021	LEGAL SERVICES	0.00	247.50	
	100-1300-7068-000B		CONTRACTUAL SERVICES		247.50	
62303	Invoice	02/24/2021	LEGAL SERVICES	0.00	1,787.50	
	100-1300-7068-000B		CONTRACTUAL SERVICES		1,787.50	
62305	Invoice	02/24/2021	LEGAL SERVICES	0.00	8,807.80	
	100-1300-7068-000B		CONTRACTUAL SERVICES		8,807.80	
62307	Invoice	02/24/2021	LEGAL SERVICES	0.00	5,768.50	
	100-1300-7068-000B		CONTRACTUAL SERVICES		5,768.50	
62308	Invoice	02/24/2021	LEGAL SERVICES	0.00	302.50	
	100-1300-7068-000B		CONTRACTUAL SERVICES		302.50	
62310	Invoice	02/24/2021	LEGAL SERVICES	0.00	2,600.00	
	100-1300-7068-000B		CONTRACTUAL SERVICES		2,600.00	
62311	Invoice	02/24/2021	LEGAL SERVICES	0.00	9,799.40	
	100-1300-7068-000B		CONTRACTUAL SERVICES		9,799.40	
62312	Invoice	02/24/2021	LEGAL SERVICES	0.00	7,500.00	
	100-1300-7068-000B		CONTRACTUAL SERVICES		7,500.00	
62315	Invoice	02/24/2021	LEGAL SERVICES	0.00	6,814.00	
	100-1300-7068-000B		CONTRACTUAL SERVICES		6,814.00	
3394	WEKA INC	02/25/2021	EFT	0.00	579,984.05	389
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
APPLICATION 18	Invoice	02/25/2021	RETENTION PAYMENT	0.00	579,984.05	
	710-0000-2015-0000		RETENTION PAYABLE		579,984.05	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2618	AT&T MOBILITY	02/25/2021	Regular	0.00	885.28	108340
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>287302055450X0</u>	Invoice	02/24/2021	PHONE UTILITY	0.00	885.28	
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		885.28	
1098	AUTOMATED GATE SERVICES, INC	02/25/2021	Regular	0.00	158.00	108341
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>201615</u>	Invoice	02/24/2021	BUILDING MAINTENANCE	0.00	158.00	
	<u>100-6000-7085-6040</u>		BLDG MAINT - POLICE DE		158.00	
1109	BANK OF HEMET	02/25/2021	Regular	0.00	3,726.94	108342
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>1280837350 02/1</u>	Invoice	02/25/2021	BATWING LAWNMOWER FY 20/21	0.00	3,726.94	
	<u>100-6050-8040-0000</u>		EQUIPMENT		3,726.94	
1147	BEAUMONT CHERRY VALLEY WATER DIST.	02/25/2021	Regular	0.00	56,733.53	108343

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Vendor Number Payable #	Vendor Name Payable Type Account Number	Payment Date Post Date	Payment Type Payable Description Account Name	Item Description	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
03/15/21	Invoice	02/24/2021	WATER UTILITY		0.00	56,733.53	
	100-3250-7010-0000		UTILITIES	WATER UTILITY		6,346.08	
	100-3250-7010-007A		UTILITIES (IA 7A)	WATER UTILITY		1,228.22	
	100-3250-7010-007B		UTILITIES (IA 7B)	WATER UTILITY		525.19	
	100-3250-7010-008A		UTILITIES (IA 8A)	WATER UTILITY		173.71	
	100-3250-7010-008B		UTILITIES (IA 8B)	WATER UTILITY		421.25	
	100-3250-7010-010A		UTILITIES (IA 10)	WATER UTILITY		997.31	
	100-3250-7010-012A		UTILITIES (IA 12)	WATER UTILITY		211.01	
	100-3250-7010-014B		UTILITIES (IA 14B)	WATER UTILITY		1,069.28	
	100-3250-7010-014X		UTILITIES (IA 14)	WATER UTILITY		6,609.27	
	100-3250-7010-015X		UTILITIES (IA 15)	WATER UTILITY		1,502.30	
	100-3250-7010-016X		UTILITIES (IA 16)	WATER UTILITY		609.46	
	100-3250-7010-018X		UTILITIES (IA 18)	WATER UTILITY		461.89	
	100-3250-7010-019A		UTILITIES (IA 19A)	WATER UTILITY		1,079.98	
	100-3250-7010-019C		UTILITIES (IA 19C)	WATER UTILITY		80.26	
	100-3250-7010-06A1		UTILITIES (IA 6A1)	WATER UTILITY		2,482.75	
	100-6000-7010-6045		UTILITIES - COMMUNITY	WATER UTILITY		473.17	
	100-6050-7010-0000		UTILITIES	WATER UTILITY		1,899.65	
	100-6050-7010-003X		UTILITIES IA 3	WATER UTILITY		4,366.96	
	100-6050-7010-007A		UTILITIES IA 7A	WATER UTILITY		529.46	
	100-6050-7010-008A		UTILITIES IA 8A (SUNDAN	WATER UTILITY		4,561.04	
	100-6050-7010-008C		UTILITIES IA 8C	WATER UTILITY		28.28	
	100-6050-7010-008D		UTILITIES IA 8D	WATER UTILITY		153.84	
	100-6050-7010-008E		UTILITIES IA 8E	WATER UTILITY		76.92	
	100-6050-7010-014A		UTILITIES IA 14A (OAK VA	WATER UTILITY		587.99	
	100-6050-7010-014B		UTILITIES IA 14B	WATER UTILITY		2,872.54	
	100-6050-7010-017A		UTILITIES IA 17A (TOURN	WATER UTILITY		1,993.54	
	100-6050-7010-017C		UTILITIES IA 17C	WATER UTILITY		156.11	
	100-6050-7010-018X		UTILITIES IA 18	WATER UTILITY		28.28	
	100-6050-7010-019C		UTILITIES IA 19C	WATER UTILITY		441.38	
	100-6050-7010-020X		UTILITIES IA 20	WATER UTILITY		263.47	
	100-6050-7010-06A1		UTILITIES IA 6A1	WATER UTILITY		408.86	
	100-6050-7010-1601		UTILITIES IA 1601	WATER UTILITY		1,162.96	
	100-6050-7010-5050		UTILITIES, PARK (DEFORG	WATER UTILITY		409.69	
	100-6050-7010-5200		UTILITIES, PARK (PALMER)	WATER UTILITY		15.02	
	100-6050-7010-5250		UTILITIES, PARK (RANGAL	WATER UTILITY		745.47	
	100-6050-7010-5350		UTILITIES, PARK (SHADO	WATER UTILITY		171.58	
	100-6050-7010-5400		UTILITIES, PARK (SPORTS	WATER UTILITY		4,034.45	
	100-6050-7010-5450		UTILITIES, PARK (STETSON	WATER UTILITY		3,158.73	
	100-6050-7010-5500		UTILITIES, PARK (STEWAR	WATER UTILITY		2,720.23	
	100-6050-7010-5600		UTILITIES, PARK (TREVINO	WATER UTILITY		76.92	
	100-6050-7010-5650		UTILITIES, PARK (VETERA	WATER UTILITY		87.73	
	100-6050-7010-5700		UTILITIES, PARK (WILD FL	WATER UTILITY		1,178.35	
	700-4050-7010-0000		UTILITIES	WATER UTILITY		134.79	
	700-4050-7010-019C		UTILITIES (IA 19C)	WATER UTILITY		19.44	
	750-7300-7010-0000		UTILITIES	WATER UTILITY		178.72	

1127	BEAUMONT DO IT BEST HOME CENTER	02/25/2021	Regular		0.00	126.69	108344
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount		
497378	Invoice	02/25/2021	DEPARTMENT SUPPLIES - STREETS		0.00	126.69	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE		126.69	
1161	BIO-TOX LABORATORIES	02/25/2021	Regular		0.00	1,769.00	108345
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount		
40729	Invoice	02/25/2021	Bio-Tox Blood Draw Analysis		0.00	814.00	
	100-2050-7068-0000		CONTRACTUAL SERVICES	Bio-Tox Blood Draw Analysis		814.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
40730	Invoice 100-2050-7068-0000	02/25/2021	Bio-Tox Blood Draw Analysis CONTRACTUAL SERVICES	0.00	53.00	
40831	Invoice 100-2050-7068-0000	02/25/2021	Bio-Tox Blood Draw Analysis CONTRACTUAL SERVICES	0.00	902.00	
4329	BRON INC.	02/25/2021	Regular	0.00	200.00	108346
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
10/16/20	Invoice 100-0000-4556-0000	02/24/2021	REFUND FOR PROPERTY REGISTRATION P PLANNING DEPARTMENT	0.00	200.00	
			REFUND FOR PROPERTY REGIST		200.00	
1207	CALIFORNIA PARK & RECREATION SOCIETY	02/25/2021	Regular	0.00	735.00	108347
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
010776 02/05/21	Invoice 100-1550-7030-0000	02/25/2021	MEMBERSHIP DUES DUES & SUBSCRIPTIONS	0.00	735.00	
			MEMBERSHIP DUES		735.00	
1238	CDW GOVERNMENT, INC.	02/25/2021	Regular	0.00	8,996.77	108348
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
6689164	Invoice 100-1230-7071-0000	02/24/2021	SOFTWARE SOFTWARE	0.00	3,716.29	
			SOFTWARE		3,716.29	
7951551	Invoice 100-1230-7071-0000	02/24/2021	SOFTWARE SOFTWARE	0.00	5,280.48	
			SOFTWARE		5,280.48	
1250	CHAMBERS GROUP, INC	02/25/2021	Regular	0.00	23,792.00	108349
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
34514	Invoice 100-1350-7068-0000	02/25/2021	Environmental Peer Reveiw Beyon Beaum CONTRACTUAL SERVICES	0.00	6,279.75	
			Environmental Peer Reveiw Bey		6,279.75	
34520	Invoice 500-0000-7068-0000	02/24/2021	PROFESSIONAL SERVICES 8/1/20-08/31/2 CONTRACTUAL SERVICE	0.00	13,524.00	
			PROFESSIONAL SERVICES 8/1/2		13,524.00	
34691	Invoice 100-1350-7068-0000	02/25/2021	Environmental Peer Reveiw Beyon Beaum CONTRACTUAL SERVICES	0.00	2,108.70	
			Environmental Peer Reveiw Bey		2,108.70	
34792	Invoice 100-1350-7068-0000	02/25/2021	Environmental Peer Reveiw Beyon Beaum CONTRACTUAL SERVICES	0.00	1,879.55	
			Environmental Peer Reveiw Bey		1,879.55	
1402	DEPARTMENT OF JUSTICE	02/25/2021	Regular	0.00	487.00	108350
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
491231	Invoice 100-2050-7031-0000	02/25/2021	Department of Justice - Livescan Fees LIVE SCAN-FINGERPRINTI	0.00	277.00	
			Department of Justice - Livescan		277.00	
495709	Invoice 100-2050-7068-0000	02/25/2021	BLOOD ALCOHOL ANALYSIS CONTRACTUAL SERVICES	0.00	210.00	
			BLOOD ALCOHOL ANALYSIS		210.00	
1477	ENGINEERING RESOURCES OF SOUTHERN CALII	02/25/2021	Regular	0.00	723.40	108351
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
54755	Invoice 100-3100-7063-0000	02/25/2021	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	0.00	429.00	
			ENGINEERING PLAN CHECK & O		429.00	
54813	Invoice 100-3100-7063-0000	02/25/2021	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	0.00	294.40	
			ENGINEERING PLAN CHECK & O		294.40	
1501	FAIRVIEW FORD	02/25/2021	Regular	0.00	119.95	108352

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
C80385	Invoice	02/25/2021	VEHICLE MAINTENANCE	0.00	119.95	
	100-2050-7037-0000		VEHICLE MAINTENANCE		119.95	
1518	FLYERS ENERGY	02/25/2021	Regular	0.00	811.02	108353
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
21-253506	Invoice	02/25/2021	VEHICLE MAINTENANCE	0.00	617.76	
	100-2050-7037-0000		VEHICLE MAINTENANCE		617.76	
CFS-2509943	Invoice	02/25/2021	FUEL EXPENSE	0.00	193.26	
	750-7400-7050-0000		FUEL		109.52	
	750-7600-7050-0000		FUEL		3.33	
	750-7700-7050-0000		FUEL		80.41	
1533	FRONTIER COMMUNICATIONS	02/25/2021	Regular	0.00	4,186.65	108354
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
213-180-1992-06	Invoice	02/25/2021	PHONE UTILITY	0.00	280.98	
	100-1230-7015-6045		TELEPHONE (COMM CTR)		280.98	
951-197-0624-08	Invoice	02/25/2021	PHONE UTILITY	0.00	1,565.38	
	100-1230-7015-6040		TELEPHONE (POLICE DPT)		1,565.38	
951-197-0708-12	Invoice	02/25/2021	PHONE UTILITY	0.00	1,190.00	
	100-1230-7015-6040		TELEPHONE (POLICE DPT)		1,190.00	
951-769-5188-04	Invoice	02/25/2021	PHONE UTILITY	0.00	382.48	
	100-1230-7015-6045		TELEPHONE (COMM CTR)		382.48	
951-769-8534-04	Invoice	02/25/2021	PHONE UTILITY	0.00	360.21	
	700-4050-7015-0000		TELEPHONE		360.21	
951-769-8537-03	Invoice	02/25/2021	PHONE UTILITY	0.00	109.34	
	100-1230-7015-6060		TELEPHONE (4th ST YARD)		109.34	
951-845-9839-09	Invoice	02/25/2021	PHONE UTILITY	0.00	111.98	
	100-1230-7015-6041		TELEPHONE (PD ANNEX)		111.98	
951-922-6646-04	Invoice	02/25/2021	PHONE UTILITY	0.00	186.28	
	700-4050-7015-0000		TELEPHONE		186.28	
4295	GOTIME CONTROL INC	02/25/2021	Regular	0.00	33,413.04	108355
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
20-0527-023	Invoice	02/25/2021	Automated software for Sp park lights	0.00	10,902.43	
	100-6050-7071-0000		SOFTWARE		10,902.43	
20-0527-026	Invoice	02/25/2021	Automated software for Sp park lights	0.00	22,510.61	
	100-6050-7071-0000		SOFTWARE		22,510.61	
1612	HEARD'S INVESTIGATIONS AND POLYGRAPH LL	02/25/2021	Regular	0.00	350.00	108356
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
6839	Invoice	02/25/2021	HIRING COSTS	0.00	350.00	
	100-1240-6050-0000		RECRUITMENT AND HIRI		350.00	
2527	JESUS CAMACHO	02/25/2021	Regular	0.00	20.00	108357
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
921439	Invoice	02/25/2021	VEHICLE MAINTENANCE	0.00	20.00	
	100-3100-7037-0000		VEHICLE MAINTENANCE		20.00	
2938	JOJO'S GRILL-A-DOG	02/25/2021	Regular	0.00	1,245.86	108358

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
011421 CHECK 2	Invoice	02/25/2021	EMPLOYEE EVENT	0.00	1,245.86	
	<u>100-1240-7035-0000</u>	LOCAL MEETINGS	EMPLOYEE EVENT		1,245.86	
3271	KS STATEBANK	02/25/2021	Regular	0.00	11,830.77	108359
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3353429 04/01/2	Invoice	02/25/2021	VACTOR TRUCK & PATCH TRUCK	0.00	11,830.77	
	<u>100-3250-8060-0000</u>	VEHICLES	VACTOR TRUCK & PATCH TRUCK		3,194.31	
	<u>710-0000-8060-0000</u>	VEHICLES	VACTOR TRUCK & PATCH TRUCK		8,636.46	
1827	LANGUAGE TESTING INTERNATIONAL	02/25/2021	Regular	0.00	73.00	108360
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>L41255-IN</u>	Invoice	02/25/2021	PROFESSIONAL SERVICES	0.00	73.00	
	<u>100-1240-7068-0000</u>	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		73.00	
3024	MUNICIPAL CODE CORPORATION	02/25/2021	Regular	0.00	195.00	108361
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>00354195</u>	Invoice	02/25/2021	PROFESSIONAL SERVICES	0.00	195.00	
	<u>100-1150-7068-0000</u>	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		195.00	
1984	NAPA AUTO PARTS	02/25/2021	Regular	0.00	851.05	108362
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>144671</u>	Invoice	02/25/2021	VEHICLE MAINTENANCE	0.00	379.76	
	<u>100-2000-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		379.76	
<u>144674</u>	Invoice	02/25/2021	VEHICLE MAINTENANCE	0.00	384.64	
	<u>100-2000-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		384.64	
<u>144678</u>	Credit Memo	02/25/2021	VEHICLE MAINTENANCE	0.00	-32.33	
	<u>100-2000-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-32.33	
<u>145828</u>	Invoice	02/25/2021	VEHICLE MAINTENANCE	0.00	118.98	
	<u>100-3250-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		118.98	
3028	OFFICE SOLUTIONS	02/25/2021	Regular	0.00	4,789.32	108363
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>I-01844343</u>	Invoice	02/24/2021	COVID SAFETY DIVIDERS	0.00	4,608.30	
	<u>100-0000-7085-0000</u>	BUILDING SUPPLIES/MAI	COVID SAFETY DIVIDERS		4,608.30	
<u>I-01845038</u>	Invoice	02/25/2021	OFFICE SUPPLIES	0.00	181.02	
	<u>100-1240-7025-0000</u>	OFFICE SUPPLIES	OFFICE SUPPLIES		181.02	
2009	O'REILLY AUTO PARTS	02/25/2021	Regular	0.00	371.73	108364
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2678-316615</u>	Invoice	02/25/2021	VEHICLE MAINTENANCE	0.00	179.34	
	<u>700-4050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		179.34	
<u>2678-325478</u>	Invoice	02/25/2021	VEHICLE MAINTENANCE	0.00	81.85	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		81.85	
<u>2678-325601</u>	Credit Memo	02/25/2021	VEHICLE MAINTENANCE	0.00	-46.30	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-46.30	
<u>2678-326324</u>	Invoice	02/25/2021	VEHICLE MAINTENANCE	0.00	63.26	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		63.26	
<u>2678-328897</u>	Invoice	02/25/2021	VEHICLE MAINTENANCE	0.00	93.58	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	100205070370000		93.58	

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3100	ORTIZ ENTERPRISES INC	02/25/2021	Regular	0.00	254,837.89	108365
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>24</u>	Invoice	02/25/2021	FINAL RETENTION PAYMENT	0.00	163,597.58	
	<u>500-0000-2015-0000</u>		RETENTION PAYABLE		163,597.58	
<u>25</u>	Invoice	02/25/2021	SR-60 POTRERO BLVD INTERCHANGE PRO	0.00	91,240.31	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO		-94,520.00	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO		557,529.65	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO		38,138.36	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO		28,447.21	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO		62,258.67	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO		153,776.75	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO		-654,390.33	
2039	PARKHOUSE TIRE, INC.	02/25/2021	Regular	0.00	2,546.43	108366
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>2030196037</u>	Invoice	02/25/2021	VEHICLE MAINTENANCE	0.00	1,045.77	
	<u>700-4050-7037-0000</u>		VEHICLE MAINTENANCE		1,045.77	
<u>2030196667</u>	Invoice	02/25/2021	VEHICLE MAINTENANCE	0.00	278.93	
	<u>100-3250-7037-0000</u>		VEHICLE MAINTENANCE		278.93	
<u>2030197696</u>	Invoice	02/25/2021	VEHICLE MAINTENANCE	0.00	232.19	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		232.19	
<u>2030197702</u>	Invoice	02/25/2021	VEHICLE MAINTENANCE	0.00	666.39	
	<u>100-2000-7037-0000</u>		VEHICLE MAINTENANCE		666.39	
<u>2030197707</u>	Invoice	02/25/2021	VEHICLE MAINTENANCE	0.00	323.15	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		323.15	
2074	PRE-PAID LEGAL SERVICES INC	02/25/2021	Regular	0.00	571.90	108367
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>PD 01/29/21-02/</u>	Invoice	02/25/2021	OPTIONAL EMPLOYEE INSURANCE	0.00	571.90	
	<u>100-0000-2045-0000</u>		PRE PAID LEGAL		571.90	
3652	PRUDENTIAL OVERALL SUPPLY	02/25/2021	Regular	0.00	273.20	108368
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>23118214</u>	Invoice	02/25/2021	Uniform Rental and Cleaning	0.00	134.39	
	<u>750-7100-7065-0000</u>		UNIFORMS		17.18	
	<u>750-7400-7065-0000</u>		UNIFORMS		32.03	
	<u>750-7600-7065-0000</u>		UNIFORMS		28.30	
	<u>750-7700-7065-0000</u>		UNIFORMS		20.13	
	<u>750-7800-7065-0000</u>		UNIFORMS		14.72	
	<u>750-7900-7065-0000</u>		UNIFORMS		22.03	
<u>23118233</u>	Invoice	02/25/2021	Uniform Rental and Cleaning	0.00	54.65	
	<u>750-7300-7065-0000</u>		UNIFORMS		54.65	
<u>23118241</u>	Invoice	02/25/2021	Uniform Cleaning and Rental	0.00	84.16	
	<u>100-6050-7065-0000</u>		UNIFORMS		84.16	
2092	PURCHASE POWER-2540	02/25/2021	Regular	0.00	453.19	108369
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>8000-9000-0779-</u>	Invoice	02/25/2021	POSTAGE	0.00	453.19	
	<u>100-2000-7068-0000</u>		CONTRACTUAL SERVICES		22.66	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		430.53	
2098	QUILL CORPORATON	02/25/2021	Regular	0.00	473.41	108370

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Date Range: 02/18/2021 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		
<u>14175404</u>	Invoice	02/25/2021	OFFICE SUPPLIES	0.00	83.72	
	<u>100-1150-7025-0000</u>		OFFICE SUPPLIES		83.72	
<u>14182257</u>	Invoice	02/25/2021	OFFICE SUPPLIES	0.00	316.47	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		85.45	
	<u>100-1230-7072-0000</u>		COMPUTER SUPPLIES/MA		231.02	
<u>14218503</u>	Invoice	02/25/2021	OFFICE SUPPLIES	0.00	22.62	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		22.62	
<u>14220929</u>	Invoice	02/25/2021	OFFICE SUPPLIES	0.00	26.92	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		26.92	
<u>14330307</u>	Invoice	02/25/2021	OFFICE SUPPLIES	0.00	23.68	
	<u>100-1225-7025-0000</u>		OFFICE SUPPLIES		23.68	
2104	RAMONA HUMANE SOCIETY INC	02/25/2021	Regular	0.00	1,542.24	108371
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>COB01312 01/31</u>	Invoice	02/25/2021	Ramona Humane Society Sheltering Servi	0.00	1,542.24	
	<u>100-2000-7068-0000</u>		CONTRACTUAL SERVICES		1,542.24	
4330	ROSEANNA JUAREZ	02/25/2021	Regular	0.00	77.47	108372
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>R01142629</u>	Invoice	02/24/2021	TUP REFUND	0.00	77.47	
	<u>100-0000-4556-0000</u>		PLANNING DEPARTMENT		77.47	
2218	RYAN BRIEDA	02/25/2021	Regular	0.00	150.00	108373
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>01/29/21-01/31/</u>	Invoice	02/25/2021	K9 EXPENSES	0.00	150.00	
	<u>240-2080-7096-0000</u>		PROGRAM COSTS - K9		150.00	
3835	SEGURA FAMILY INVESTMENT INC	02/25/2021	Regular	0.00	273.26	108374
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1038</u>	Invoice	02/25/2021	VEHICLE MAINTENANCE	0.00	273.26	
	<u>100-2030-7037-0000</u>		VEHICLE MAINTENANCE		273.26	
2267	SGP DESIGN AND PRINT	02/25/2021	Regular	0.00	154.39	108375
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>012072</u>	Invoice	02/25/2021	OFFICE SUPPLIES	0.00	91.89	
	<u>100-1050-7025-0000</u>		OFFICE SUPPLIES		91.89	
<u>012118</u>	Invoice	02/25/2021	OFFICE SUPPLIES	0.00	62.50	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		62.50	
2281	SHRED-IT	02/25/2021	Regular	0.00	425.23	108376
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>8181340676</u>	Invoice	02/25/2021	PROFESSIONAL SERVICES	0.00	425.23	
	<u>100-1200-7068-0000</u>		CONTRACTUAL SERVICES		425.23	
3031	SMARTHIRE	02/25/2021	Regular	0.00	472.00	108377
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>49946</u>	Invoice	02/25/2021	HIRING COSTS	0.00	185.00	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		185.00	
<u>50252</u>	Invoice	02/25/2021	HIRING COSTS	0.00	287.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COSTS		287.00	
2309	SOUTH COAST AQMD	02/25/2021	Regular	0.00	557.42	108378
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>3761726</u>	Invoice	02/25/2021	ANNUAL RENEWAL FEES	0.00	421.02	
	<u>100-6000-7022-6040</u>		LICENSE, PERMITS, FEES -	ANNUAL RENEWAL FEES	421.02	
<u>3764701</u>	Invoice	02/25/2021	EMISSIONS FEES	0.00	136.40	
	<u>100-6000-7022-6040</u>		LICENSE, PERMITS, FEES -	EMISSIONS FEES	136.40	
2311	SOUTHERN CALIFORNIA EDISON	02/25/2021	Regular	0.00	71,624.89	108379
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>02/25/21</u>	Invoice	02/25/2021	ELECTRIC UTILITY	0.00	71,624.89	
	<u>100-3250-7010-0000</u>		UTILITIES	ELECTRIC UTILITY	325.43	
	<u>100-3250-7010-004X</u>		UTILITIES (IA 4)	ELECTRIC UTILITY	141.82	
	<u>100-3250-7010-006B</u>		UTILITIES (IA 6B)	ELECTRIC UTILITY	261.10	
	<u>100-3250-7010-018X</u>		UTILITIES (IA 18)	ELECTRIC UTILITY	80.64	
	<u>100-3250-7010-06A1</u>		UTILITIES (IA 6A1)	ELECTRIC UTILITY	73.82	
	<u>100-6000-7010-6025</u>		UTILITIES - CITY HALL	ELECTRIC UTILITY	1,640.88	
	<u>100-6000-7010-6031</u>		UTILITIES - CITY HALL BLD	ELECTRIC UTILITY	915.10	
	<u>100-6000-7010-6032</u>		UTILITIES - CITY HALL BLD	ELECTRIC UTILITY	915.10	
	<u>100-6000-7010-6040</u>		UTILITIES - POLICE DEPT	ELECTRIC UTILITY	2,614.16	
	<u>100-6000-7010-6041</u>		UTILITIES - POLICE ANNEX	ELECTRIC UTILITY	382.50	
	<u>100-6000-7010-6055</u>		UTILITIES - FIRE STATION	ELECTRIC UTILITY	465.94	
	<u>100-6050-7010-0000</u>		UTILITIES	ELECTRIC UTILITY	546.21	
	<u>100-6050-7010-008C</u>		UTILITIES IA 8C	ELECTRIC UTILITY	15.48	
	<u>100-6050-7010-014X</u>		UTILITIES IA 14	ELECTRIC UTILITY	14.12	
	<u>100-6050-7010-020X</u>		UTILITIES IA 20	ELECTRIC UTILITY	12.47	
	<u>100-6050-7010-06A1</u>		UTILITIES IA 6A1	ELECTRIC UTILITY	51.50	
	<u>700-4050-7010-0000</u>		UTILITIES	ELECTRIC UTILITY	61,914.48	
	<u>750-7000-7010-0000</u>		UTILITIES	ELECTRIC UTILITY	969.68	
	<u>750-7300-7010-0000</u>		UTILITIES	ELECTRIC UTILITY	284.46	
2311	SOUTHERN CALIFORNIA EDISON	02/25/2021	Regular	0.00	4,259.63	108380
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>7501186063</u>	Invoice	02/25/2021	NORTH METER	0.00	2,121.39	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO	NORTH METER	2,121.39	
<u>7501191158</u>	Invoice	02/25/2021	SOUTH METER	0.00	2,138.24	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO	SOUTH METER	2,138.24	
4327	TEC EQUIPMENT INC	02/25/2021	Regular	0.00	480.00	108381
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>5016344XS</u>	Invoice	02/25/2021	VEHICLE MAINTENANCE	0.00	480.00	
	<u>750-7100-7037-0000</u>		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	480.00	
2407	THE GAS COMPANY	02/25/2021	Regular	0.00	30.25	108382
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>10552227000.03/</u>	Invoice	02/25/2021	GAS UTILITY	0.00	30.25	
	<u>100-6000-7010-6040</u>		UTILITIES - POLICE DEPT	GAS UTILITY	30.25	
2416	THE PRESS-ENTERPRISE	02/25/2021	Regular	0.00	389.80	108383
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>0011433162</u>	Invoice	02/25/2021	ADVERTISING	0.00	147.80	
	<u>100-1350-7020-0000</u>		ADVERTISING	ADVERTISING	147.80	
<u>0011433165</u>	Invoice	02/25/2021	ADVERTISING	0.00	242.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-1350-7020-0000</u>	ADVERTISING	ADVERTISING		242.00	
4267	THERESA MICHEL INVESTIGATIONS	02/25/2021	Regular	0.00	450.00	108384
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>4</u>	Invoice	02/25/2021	HIRING COSTS	0.00	75.00	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		75.00	
<u>5</u>	Invoice	02/25/2021	HIRING COSTS	0.00	375.00	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		375.00	
2457	TYLER WORKS - TECHNOLOGIES	02/25/2021	Regular	0.00	100.00	108385
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>025-321836</u>	Invoice	02/25/2021	SOFTWARE MONTHLY FEE	0.00	50.00	
	<u>100-1230-7071-0000</u>		SOFTWARE		50.00	
<u>025-324355</u>	Invoice	02/25/2021	SOFTWARE MONTHLY SUPPORT	0.00	50.00	
	<u>100-1230-7071-0000</u>		SOFTWARE		50.00	
2516	VOHNE LICHE KENNELS INC	02/25/2021	Regular	0.00	127.15	108386
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>17101</u>	Invoice	02/25/2021	K9 EXPENSE	0.00	127.15	
	<u>240-2080-7096-0000</u>		PROGRAM COSTS - K9		127.15	
2517	VOYAGER	02/25/2021	Regular	0.00	30,973.89	108387

Check Report

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		
869065003105	Invoice	02/25/2021	FUEL EXPENSE	0.00	30,973.89	
	<u>100-2000-7050-0000</u>	FUEL	FUEL EXPENSE		286.44	
	<u>100-2030-7050-0000</u>	FUEL	FUEL EXPENSE		126.06	
	<u>100-2050-7050-0000</u>	FUEL	FUEL EXPENSE		11,115.32	
	<u>100-2100-7050-0000</u>	FUEL	FUEL EXPENSE		53.90	
	<u>100-3100-7050-0000</u>	FUEL	FUEL EXPENSE		207.66	
	<u>100-3250-7050-0000</u>	FUEL	FUEL EXPENSE		1,277.78	
	<u>100-6050-7050-0000</u>	FUEL	FUEL EXPENSE		3,004.25	
	<u>700-4050-7050-0000</u>	FUEL	FUEL EXPENSE		1,311.26	
	<u>750-7000-7050-0000</u>	FUEL	FUEL EXPENSE		286.59	
	<u>750-7100-7050-0000</u>	FUEL	FUEL EXPENSE		837.24	
	<u>750-7300-7050-0000</u>	FUEL	FUEL EXPENSE		253.76	
	<u>750-7400-7050-0000</u>	FUEL	FUEL EXPENSE		4,062.95	
	<u>750-7600-7050-0000</u>	FUEL	FUEL EXPENSE		2,038.62	
	<u>750-7700-7050-0000</u>	FUEL	FUEL EXPENSE		1,690.11	
	<u>750-7800-7050-0000</u>	FUEL	FUEL EXPENSE		1,269.06	
	<u>750-7900-7050-0000</u>	FUEL	FUEL EXPENSE		752.64	
	<u>750-8000-7050-0000</u>	FUEL	FUEL EXPENSE		584.12	
	<u>750-8100-7050-0000</u>	FUEL	FUEL EXPENSE		1,570.48	
	<u>750-8200-7050-0000</u>	FUEL	FUEL EXPENSE		245.65	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	91	48	0.00	527,834.64
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	15	4	0.00	665,391.31
	106	52	0.00	1,193,225.95

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	91	48	0.00	527,834.64
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	15	4	0.00	665,391.31
	106	52	0.00	1,193,225.95

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	2/2021	1,193,225.95
			1,193,225.95



WARRANTS TO BE RATIFIED

Thursday, March 04, 2021

Printed Checks	108474	\$	85.64	Utility Account Refunds
	108390-108473	\$	1,366,777.92	FY 2021
ACH	390-395	\$	1,721,905.47	
	A/P Total	\$	<u>3,088,683.39</u>	
Wires	Bank of Hemet	\$	2,000,000.00	Payroll Account Replenishment
Bank Draft	Affant	\$	551.75	Mar-21
	Authnet Gateway	\$	409.20	CC Processing Fees
	Kaiser Foundation	\$	178.00	HSA Paydate 02/26/21
	Global Payments	\$	119.29	CC Processing Fees
	Merchant Bank	\$	9,727.46	CC Fees
Payroll	Paychex	\$	464,688.20	Paydate 02/26/21

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: Bandy Smith
TITLE: CITY TREASURER

SIGNATURE: [Signature]
TITLE: FINANCE DIRECTOR



WARRANTS TO BE RATIFIED

Thursday, March 04, 2021

Printed Checks	108474	\$	85.64	Utility Account Refunds
	108390-108473	\$	1,366,777.92	FY 20/21
ACH	390-395	\$	1,721,905.47	
	A/P Total	\$	<u>3,088,683.39</u>	
Wires	Bank of Hemet	\$	2,000,000.00	Payroll Account Replenishment
Bank Draft	Affant	\$	551.75	Mar-21
	Authnet Gateway	\$	409.20	CC Processing Fees
	Kaiser Foundation	\$	178.00	HSA Paydate 02/26/21
	Global Payments	\$	119.29	CC Processing Fees
	Merchant Bank	\$	9,727.46	CC Fees
Payroll	Paychex	\$	464,688.20	Paydate 02/26/21

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 Report Item 1.

By Check Number

Date Range: 02/27/2021 - 03/04/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1036	ALBERT A. WEBB ASSOCIATES	03/04/2021	EFT	0.00	56,038.38	390
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>205150</u>	Invoice	03/04/2021	Engineering Services During Construction	0.00	55,243.38	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE ENGINEERING SERVICES		55,243.38	
<u>205151</u>	Invoice	03/04/2021	Engineering Services During Const. - BRIN	0.00	530.00	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE Engineering Services During Con		193.66	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE ENGINEERING SERVICES DURIN		336.34	
<u>205152</u>	Invoice	03/04/2021	Engineering Services During Construction	0.00	143.10	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE ENGINEERING SERVICES		143.10	
<u>205152-2</u>	Invoice	03/04/2021	Engineering Services During Const. - BRIN	0.00	121.90	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE Engineering Services During Con		121.90	
3503	CITIZENS BUSINESS BANK	03/04/2021	EFT	0.00	48,371.16	391
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>APPLICATION 26</u>	Invoice	03/04/2021	W LYLES RETENTION ESCROW	0.00	48,371.16	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT W LYLES RETENTION ESCROW		48,371.16	
3229	ICMA - RC	03/04/2021	EFT	0.00	4,911.22	392
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>PD 02/26/21</u>	Invoice	03/04/2021	EMPLOYEE CONTRIBUTIONS	0.00	4,911.22	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI EMPLOYEE CONTRIBUTIONS		4,011.22	
	<u>100-1200-6026-0000</u>		DEFERRED COMP EMPLOYEE CONTRIBUTIONS		900.00	
2264	SEIU	03/04/2021	EFT	0.00	2,265.13	393
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>PD 02/26/21</u>	Invoice	03/04/2021	UNION DUES	0.00	2,265.13	
	<u>100-0000-2061-0000</u>		P.E.R.C. DUES & INS UNION DUES		2,265.13	
3400	T.E. ROBERTS, INC	03/04/2021	EFT	0.00	691,267.45	394
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>APPLICATION 22</u>	Invoice	03/04/2021	Brine Line Reach 2 - Contractor	0.00	691,267.45	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT Brine Line Reach 2 - Contractor		691,267.45	
3396	W.M. LYLES CO.	03/04/2021	EFT	0.00	919,052.13	395
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>APPLICATION 26</u>	Invoice	03/04/2021	WWTP SALT MITIGATION UPGRADE - CON	0.00	919,052.13	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT WWTP SALT MITIGATION UPGR		919,052.13	
1014	ACE ALTERNATORS	03/04/2021	Regular	0.00	190.31	108390
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>117675</u>	Invoice	03/04/2021	VEHICLE MAINTENANCE	0.00	190.31	
	<u>750-8300-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		190.31	
1031	AIRGAS USA	03/04/2021	Regular	0.00	285.73	108391

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9103313956	Invoice	03/04/2021	WWTP Chemical Safety Equipment	0.00	22.44	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	WWTP Chemical Safety Equipm		22.44	
9103360327	Invoice	03/04/2021	WWTP Chemical Safety Equipment	0.00	263.29	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	WWTP Chemical Safety Equipm		263.29	
3849	AKEL ENGINEERING GROUP, INC	03/04/2021	Regular	0.00	10,527.75	108392
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
19553-13	Invoice	03/04/2021	Development of Wastewater Master Plan	0.00	10,527.75	
	710-0000-7068-0000	CONTRACTUAL SERVICE	Wastewater Master Plan		10,527.75	
1042	ALL PURPOSE RENTALS	03/04/2021	Regular	0.00	329.11	108393
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
43552	Invoice	03/04/2021	EQUIPMENT RENTALS - STREETS	0.00	95.91	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	EQUIPMENT RENTALS - STREETS		95.91	
43926	Invoice	03/04/2021	EQUIPMENT RENTAL	0.00	233.20	
	100-6050-7075-0000	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL		233.20	
1050	AMAZON CAPITAL SERVICES	03/04/2021	Regular	0.00	7,219.39	108394
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
11K1-XTD6-G6YR	Invoice	03/04/2021	DEPT SUPPLIES	0.00	158.11	
	750-7000-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		158.11	
11ND-CNMV-Y3N	Invoice	03/04/2021	COMPUTER SUPPLIES	0.00	1,253.36	
	100-1230-7072-6075	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES		1,253.36	
13CF-QYXR-7FYJ	Invoice	03/04/2021	COMPUTER SUPPLIES	0.00	261.84	
	100-1230-7072-0000	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES		261.84	
14NY-43Y9-NQD	Invoice	03/04/2021	COMPUTER SUPPLIES	0.00	1,007.21	
	100-1230-7072-0000	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES		1,007.21	
167X-KLWP-9XM	Invoice	03/04/2021	COMPUTER SUPPLIES	0.00	243.48	
	100-1230-7072-0000	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES		243.48	
196R-YJK7-QXV4	Invoice	03/04/2021	COMPUTER SUPPLIES	0.00	86.20	
	100-1230-7072-0000	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES		86.20	
19RN-YN7K-WD9	Invoice	03/04/2021	COMPUTER SUPPLIES	0.00	430.45	
	100-1230-7072-0000	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES		430.45	
1H4K-63KY-3QW	Invoice	03/04/2021	COMPUTER SUPPLIES	0.00	935.24	
	100-1230-7072-6040	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES		935.24	
1TKG-MHJR-QD9	Invoice	03/04/2021	COMPUTER SUPPLIES	0.00	234.59	
	100-1230-7072-0000	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES		234.59	
1WMT-R3HG-6F7	Invoice	03/04/2021	COMPUTER SUPPLIES	0.00	2,216.12	
	100-1230-7072-6040	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES		2,216.12	
1XW3-THYD-933	Invoice	03/04/2021	COMPUTER SUPPLIES	0.00	392.79	
	100-1230-7072-0000	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES		392.79	
3831	ANIMAL PEST MANAGEMENT SERVICES, INC	03/04/2021	Regular	0.00	960.00	108395

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
622874	Invoice	03/04/2021	Pest control for city buildings	0.00	685.00	
	<u>100-6000-7068-6025</u>	CONTRACTUAL SVC - CITY	Pest control for city buildings		130.00	
	<u>100-6000-7068-6026</u>	CONTRACTUAL SVC - CITY	Pest control for city buildings		65.00	
	<u>100-6000-7068-6032</u>	CONTRACTUAL SVC - CITY	Pest control for city buildings		45.00	
	<u>100-6000-7068-6040</u>	CONTRACTUAL SVC- POLI	Pest control for city buildings		75.00	
	<u>100-6000-7068-6041</u>	CONTRACTUAL SVC- POLI	Pest control for city buildings		45.00	
	<u>100-6000-7068-6045</u>	CONTRACTUAL SVC- COM	Pest control for city buildings		130.00	
	<u>100-6000-7068-6055</u>	CONTRACTUAL SVC- FIRE	Pest control for city buildings		65.00	
	<u>750-7000-7068-0000</u>	CONTRACTUAL SERVICES	Pest control for city buildings		65.00	
	<u>750-7300-7068-0000</u>	CONTRACTUAL SERVICES	Pest control for city buildings		65.00	
642968	Invoice	03/04/2021	PROFESSIONAL SERVICES	0.00	275.00	
	<u>100-6000-7068-6025</u>	CONTRACTUAL SVC - CITY	PROFESSIONAL SERVICES		137.50	
	<u>100-6000-7068-6040</u>	CONTRACTUAL SVC- POLI	PROFESSIONAL SERVICES		137.50	
3302	APGN INC / APG NEUROS	03/04/2021	Regular	0.00	5,867.96	108396
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
13509	Invoice	03/04/2021	NX200S-C050 & C080 REPLACEMENT FILT	0.00	5,867.96	
	<u>700-4050-7070-0000</u>	SPECIAL DEPT SUPPLIES	NX200S-C050 & C080 REPLACE		5,867.96	
3661	ARROWHEAD GROUP INC	03/04/2021	Regular	0.00	401.70	108397
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
28359	Invoice	03/03/2021	Backflow testing and ccertification city wi	0.00	401.70	
	<u>100-6050-7068-5999</u>	CONTRACT SVC - ALL PAR	Backflow testing and ccertificati		401.70	
1005	A-Z BUS SALES,INC.	03/04/2021	Regular	0.00	323.10	108398
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
01S522485	Invoice	03/04/2021	VEHICLE MAINTENANCE	0.00	323.10	
	<u>750-7400-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		323.10	
3129	BC RENTALS, INC	03/04/2021	Regular	0.00	2,708.22	108399
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0056903-IN	Invoice	03/04/2021	DEPT SUPPLIES	0.00	2,442.42	
	<u>100-6050-7070-5999</u>	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		2,442.42	
0057135-IN	Invoice	03/04/2021	Streets - Special Dept Supplies	0.00	67.89	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	ADD TO PO		67.89	
0057324-IN	Invoice	03/04/2021	Streets - Special Dept Supplies	0.00	23.87	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	ADD TO PO		23.87	
0057325-IN	Invoice	03/04/2021	Streets - Special Dept Supplies	0.00	174.04	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	ADD TO PO		174.04	
1127	BEAUMONT DO IT BEST HOME CENTER	03/04/2021	Regular	0.00	38.78	108400
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
497621	Invoice	03/04/2021	DEPARTMENT SUPPLIES - STREETS	0.00	38.78	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE		38.78	
1139	BEAUMONT POLICE OFFICERS ASSOCIATION	03/04/2021	Regular	0.00	11,690.00	108401
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
PD 07/03/20, 07/	Invoice	03/04/2021	POLICE DUES	0.00	11,690.00	
	<u>100-0000-2035-0000</u>	C.O.P.S. DUES	POLICE DUES		11,690.00	
1140	BEAUMONT SAFE & LOCK	03/04/2021	Regular	0.00	91.59	108402

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
74346	Invoice	03/04/2021	VEHICLE MAINTENANCE	0.00	91.59	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		91.59	
1207	CALIFORNIA PARK & RECREATION SOCIETY	03/04/2021	Regular	0.00	735.00	108403
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>010776 11/17/20</u>	Invoice	03/04/2021	MEMBERSHIP DUES	0.00	735.00	
	<u>100-1550-7030-0000</u>		DUES & SUBSCRIPTIONS		700.00	
	<u>100-6050-7030-0000</u>		DUES & SUBSCRIPTIONS		35.00	
1210	CALIFORNIA STATE FIRE PROTECTION	03/04/2021	Regular	0.00	789.65	108404
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>8108011</u>	Invoice	03/04/2021	BUILDING MAINTENANCE	0.00	481.14	
	<u>100-6000-7085-6025</u>		BLDG MAINT - CITY HALL		481.14	
<u>8110217</u>	Invoice	03/04/2021	BUILDING MAINTENANCE	0.00	308.51	
	<u>100-6000-7085-6045</u>		BLDG MAINT- COMMUNI		308.51	
3780	CDCE INCORPORATED	03/04/2021	Regular	0.00	14,749.33	108405
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>137802</u>	Invoice	03/04/2021	COVID RELIEF PROGRAM - Outfit Building	0.00	14,749.33	
	<u>100-0000-7072-0000</u>		COMPUTER SUPPLIES/MA		14,749.33	
1242	CED	03/04/2021	Regular	0.00	1,174.01	108406
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>0954-1000065</u>	Invoice	03/04/2021	BUILDING MAINTENANCE	0.00	79.17	
	<u>100-6000-7085-6040</u>		BLDG MAINT - POLICE DE		79.17	
<u>0954-1000949</u>	Invoice	03/04/2021	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	102.20	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		102.20	
<u>0954-1000953</u>	Invoice	03/04/2021	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	43.80	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		43.80	
<u>0954-1000994</u>	Invoice	03/04/2021	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	43.10	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		43.10	
<u>0954-1001105</u>	Invoice	03/04/2021	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	16.16	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		16.16	
<u>0954-1001137</u>	Invoice	03/04/2021	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	135.33	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		135.33	
<u>0954-1001161</u>	Invoice	03/04/2021	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	754.25	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		754.25	
1276	CHRISTOPHER WALSH	03/04/2021	Regular	0.00	4,348.93	108407
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>02/26/21</u>	Invoice	03/04/2021	PREPAID PERS RETIREMENT MARCH 2021	0.00	4,348.93	
	<u>100-0000-1520-0000</u>		DUE FROM PERS		4,348.93	
1284	CITY CLERKS ASSOCIATION OF CALIFORNIA	03/04/2021	Regular	0.00	180.00	108408
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>9185</u>	Invoice	03/04/2021	EMPLOYEE TRAINING	0.00	50.00	
	<u>100-1150-7066-0000</u>		TRAVEL, EDUCATION, TRA		50.00	
<u>9236</u>	Invoice	03/04/2021	MEMBERSHIP RENEWAL	0.00	130.00	
	<u>100-1150-7030-0000</u>		DUES & SUBSCRIPTIONS		130.00	

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3393	CLAREMONT ENVIRONMENTAL DESIGN GROUF	03/04/2021	Regular	0.00	38,354.50	108409
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>180701-9</u>	Invoice	03/04/2021	DESIGN OF THE POTRERO FIRE STATION	0.00	14,700.00	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		14,700.00	
<u>180701A-2</u>	Invoice	03/04/2021	DESIGN OF THE POTRERO FIRE STATION	0.00	23,654.50	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		11,374.50	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		12,280.00	
1310	COLONIAL LIFE	03/04/2021	Regular	0.00	544.86	108410
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>CD 01/12/21-02/</u>	Invoice	03/04/2021	OPTIONAL EMPLOYEE INSURANCE	0.00	544.86	
	<u>100-0000-2051-0000</u>		COLONIAL INS-WITHHOL		544.86	
4209	COMMERCIAL CLEANING SOLUTIONS INC	03/04/2021	Regular	0.00	20,240.00	108411
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>33686</u>	Invoice	03/04/2021	Janitorial cleaning for buildings	0.00	10,120.00	
	<u>100-6000-7085-6025</u>		BLDG MAINT - CITY HALL		5,574.41	
	<u>100-6000-7085-6026</u>		BLDG MAINT- CITY HALL B		471.59	
	<u>100-6000-7085-6031</u>		BLDG MAINT- CITY HALL B		255.05	
	<u>100-6000-7085-6040</u>		BLDG MAINT - POLICE DE		2,406.09	
	<u>100-6000-7085-6041</u>		BLDG MAINT - POLICE AN		255.05	
	<u>100-6000-7085-6060</u>		BLDG MAINT- 713 W 4TH		81.81	
	<u>700-4050-7085-0000</u>		BUILDING SUPPLIES/MAI		471.59	
	<u>750-7000-7085-0000</u>		BUILDING SUPPLIES/MAI		479.29	
	<u>750-7300-7085-0000</u>		BUILDING SUPPLIES/MAI		125.12	
<u>34044</u>	Invoice	03/04/2021	Janitorial cleaning for buildings	0.00	10,120.00	
	<u>100-6000-7085-6025</u>		BLDG MAINT - CITY HALL		5,574.41	
	<u>100-6000-7085-6026</u>		BLDG MAINT- CITY HALL B		471.59	
	<u>100-6000-7085-6031</u>		BLDG MAINT- CITY HALL B		255.05	
	<u>100-6000-7085-6040</u>		BLDG MAINT - POLICE DE		2,406.09	
	<u>100-6000-7085-6041</u>		BLDG MAINT - POLICE AN		255.05	
	<u>100-6000-7085-6060</u>		BLDG MAINT- 713 W 4TH		81.81	
	<u>700-4050-7085-0000</u>		BUILDING SUPPLIES/MAI		471.59	
	<u>750-7000-7085-0000</u>		BUILDING SUPPLIES/MAI		479.29	
	<u>750-7300-7085-0000</u>		BUILDING SUPPLIES/MAI		125.12	
4308	COUNTY OF RIVERSIDE INFORMATION TECHNC	03/04/2021	Regular	0.00	585.90	108412
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>IT0000004424</u>	Invoice	03/04/2021	REIMBURSEMENTS OF SERVICES	0.00	315.66	
	<u>100-1230-7068-6025</u>		CONTRACT SVC - CITY HA		315.66	
<u>IT0000004555</u>	Invoice	03/04/2021	RCIT PASS-THRU SUPPORT	0.00	270.24	
	<u>100-1230-7068-6025</u>		CONTRACT SVC - CITY HA		270.24	
1340	CPS HR CONSULTING	03/04/2021	Regular	0.00	354.20	108413
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>SOP52310</u>	Invoice	03/04/2021	HIRING COSTS	0.00	354.20	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		354.20	
3155	CRYSTAL RODRIGUEZ	03/04/2021	Regular	0.00	40.00	108414
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>RCT 957401</u>	Invoice	03/04/2021	REFUND FOR PAVILLION USAGE	0.00	40.00	
	<u>100-0000-4591-0000</u>		PARKS RENTAL		40.00	
1364	DANIEL LEE	03/04/2021	Regular	0.00	62.50	108415

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
02/12/21	Invoice	03/04/2021	REIMBURSEMENT FOR NEW HOLSTER	0.00	62.50	
	100-2050-7070-0000		SPECIAL DEPT SUPPLIES		62.50	
1408	DEPARTMENT OF TRANSPORTATION	03/04/2021	Regular	0.00	4,132.06	108416
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
SL210401	Invoice	03/04/2021	SIGNALS & LIGHTING BILLING	0.00	4,132.06	
	100-3250-7010-0000		UTILITIES		4,132.06	
1424	DIRECTV	03/04/2021	Regular	0.00	304.98	108417
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
051885754X2102	Invoice	03/04/2021	BUILDING UTILITY	0.00	188.99	
	100-6000-7010-6045		UTILITIES - COMMUNITY		188.99	
080503076X2102	Invoice	03/04/2021	BUILDING UTILITY	0.00	115.99	
	100-6000-7010-6040		UTILITIES - POLICE DEPT		115.99	
1432	DOLORES JOHNSON	03/04/2021	Regular	0.00	40.00	108418
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
RCT 920133	Invoice	03/04/2021	REFUND FOR PAVILION USAGE	0.00	40.00	
	100-0000-4591-0000		PARKS RENTAL		40.00	
1442	DPREP, LLC	03/04/2021	Regular	0.00	249.00	108419
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
04/07/21-04/08/	Invoice	03/04/2021	EMPLOYEE TRAINING - STEWARD	0.00	249.00	
	100-2050-7066-0000		TRAVEL, EDUCATION, TRA		249.00	
3351	FDC SERVICES, INC	03/04/2021	Regular	0.00	2,843.60	108420
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
296	Invoice	03/04/2021	Slide for Deforge Park play equipment	0.00	2,843.60	
	100-6050-7070-5050		SPEC DEPT EXP - DEFORG		2,843.60	
1509	FEDEX	03/04/2021	Regular	0.00	23.78	108421
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
7-268-87857	Invoice	03/04/2021	SHIPPING COSTS	0.00	23.78	
	100-2050-7025-0000		OFFICE SUPPLIES		23.78	
1518	FLYERS ENERGY	03/04/2021	Regular	0.00	617.76	108422
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
21-253507	Invoice	03/04/2021	VEHICLE MAINTENANCE	0.00	617.76	
	100-6050-7037-0000		VEHICLE MAINTENANCE		617.76	
1522	FOX OCCUPATIONAL	03/04/2021	Regular	0.00	276.82	108423
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
174003-38262-12	Invoice	03/04/2021	EMPLOYEE MEDICAL SERVICES	0.00	276.82	
	100-2050-6019-0000		FIRST AID		276.82	
1530	FREDRICK STEWARD	03/04/2021	Regular	0.00	224.56	108424

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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		
04/07/21-04/08/	Invoice	03/04/2021	EMPLOYEE TRAVEL REIMBURSEMENT/PER TRAVEL, EDUCATION, TRA	0.00	224.56	
	100-2050-7066-0000		EMPLOYEE TRAVEL REIMBURSE		224.56	
1533	FRONTIER COMMUNICATIONS	03/04/2021	Regular	0.00	2,320.55	108425
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
213-181-1343-03	Invoice	03/04/2021	PHONE UTILITY	0.00	69.47	
	700-4050-7015-0000		TELEPHONE PHONE UTILITY		69.47	
951-769-8500-01	Invoice	03/04/2021	PHONE UTILITY	0.00	1,569.46	
	100-1230-7015-6040		TELEPHONE (POLICE DPT) PHONE UTILITY		1,569.46	
951-769-8520-01	Invoice	03/04/2021	PHONE UTILITY	0.00	284.03	
	100-1230-7015-6025		TELEPHONE (CITY HALL) PHONE UTILITY		284.03	
951-769-8530-06	Invoice	03/04/2021	PHONE UTILITY	0.00	238.44	
	750-7000-7015-0000		TELEPHONE PHONE UTILITY		238.44	
951-769-8539-04	Invoice	03/04/2021	PHONE UTILITY	0.00	159.15	
	100-1230-7015-6045		TELEPHONE (COMM CTR) PHONE UTILITY		159.15	
1553	GALLS INC.	03/04/2021	Regular	0.00	898.10	108426
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
BC1294840	Invoice	03/04/2021	EMPLOYEE UNIFORMS	0.00	793.08	
	100-2050-7065-0000		UNIFORMS EMPLOYEE UNIFORMS		793.08	
BC1295530	Invoice	03/04/2021	EMPLOYEE UNIFORM	0.00	105.02	
	100-2050-7065-0000		UNIFORMS EMPLOYEE UNIFORM		105.02	
1585	GRAINGER	03/04/2021	Regular	0.00	477.75	108427
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9588449380	Credit Memo	03/04/2021	DEPT SUPPLIES	0.00	-442.94	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES		-442.94	
9795130088	Invoice	03/04/2021	WW SPECIAL DEPT SUPPLIES - MOTORS, P	0.00	409.01	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES WW SPECIAL DEPT SUPPLIES -		276.95	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES WW SPECIAL DEPT SUPPLIES -		132.06	
9796171586	Invoice	03/04/2021	WW SPECIAL DEPT SUPPLIES - MOTORS, P	0.00	557.46	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES WW SPECIAL DEPT SUPPLIES -		557.46	
9801188625	Invoice	03/04/2021	WW SPECIAL DEPT SUPPLIES - MOTORS, P	0.00	511.68	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES WW SPECIAL DEPT SUPPLIES -		511.68	
9807517660	Credit Memo	03/04/2021	DEPT SUPPLIES	0.00	-557.46	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES		-557.46	
4181	HASA, INC	03/04/2021	Regular	0.00	3,025.27	108428
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
730892	Invoice	03/04/2021	Chemical Supplies for WWTP	0.00	3,025.27	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES Chemical Supplies for WWTP		3,025.27	
3515	HD SUPPLY FACILITIES MAINTENANCE LTD	03/04/2021	Regular	0.00	758.40	108429
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
490587	Invoice	03/04/2021	DEPARTMENT SUPPLIES - SEWER	0.00	366.35	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES DEPARTMENT SUPPLIES - SEWE		366.35	
495884	Invoice	03/04/2021	DEPARTMENT SUPPLIES - SEWER	0.00	392.05	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES DEPARTMENT SUPPLIES - SEWE		392.05	
1643	HUNTINGTON COURT REPORTERS & TRANSCRI	03/04/2021	Regular	0.00	500.42	108430

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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		
33578	Invoice	03/04/2021	Huntington Transcription Servcies for FY 2	0.00	500.42	
	100-2050-7068-0000	CONTRACTUAL SERVICES	Huntington Transcription Servci	500.42		
1657	IN GEAR TECHNOLOGY	03/04/2021	Regular	0.00	1,391.24	108431
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
20211	Invoice	03/04/2021	VEHICLE MAINTENANCE	0.00	522.57	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	200.00		
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	322.57		
20212	Invoice	03/04/2021	VEHICLE MAINTENANCE	0.00	868.67	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	480.00		
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	388.67		
3061	INDIO POLICE DEPARTMENT	03/04/2021	Regular	0.00	50.00	108432
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
2021 RCLETA	Invoice	03/04/2021	MEMBERSHIP DUES	0.00	50.00	
	100-2050-7030-0000	DUES & SUBSCRIPTIONS	MEMBERSHIP DUES	50.00		
3064	JOSE NUNEZ	03/04/2021	Regular	0.00	130.00	108433
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
02/15/21	Invoice	03/04/2021	EMPLOYEE TRAINING AND MEMBERSHIP	0.00	130.00	
	100-3250-7030-0000	DUES & SUBSCRIPTIONS	EMPLOYEE TRAINING AND MEM	50.00		
	100-3250-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING AND MEM	80.00		
1773	KAISER FOUNDATION HEALTH PLAN	03/04/2021	Regular	0.00	158,078.57	108434
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
MARCH 2021	Invoice	03/04/2021	HEALTH INSURANCE	0.00	154,763.47	
	100-1200-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE	5,993.88		
	100-1225-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE	5,394.54		
	100-1230-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE	2,996.97		
	100-1240-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE	1,798.16		
	100-1350-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE	3,116.85		
	100-1550-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE	1,978.04		
	100-2000-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE	3,596.32		
	100-2030-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE	1,918.10		
	100-2050-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE	49,390.09		
	100-2090-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE	12,587.30		
	100-2150-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE	6,593.29		
	100-3100-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE	10,189.61		
	100-3250-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE	6,593.29		
	100-6050-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE	19,060.76		
	700-4050-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE	6,593.29		
	750-7000-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE	3,656.32		
	750-7100-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE	599.41		
	750-7300-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE	6,113.83		
	750-7400-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE	1,798.23		
	750-7700-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE	2,397.57		
	750-7800-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE	1,198.81		
	750-7900-6020-0000	HEALTH INSURANCE	HEALTH INSURANCE	1,198.81		
MARCH 2021 CO	Invoice	03/04/2021	MEDICAL INSURANCE	0.00	1,918.10	
	100-0000-2299-0000	COBRA RECEIPTS	MEDICAL INSURANCE - ONODER	1,318.69		
	100-0000-2299-0000	COBRA RECEIPTS	MEDICAL INSURANCE - GARCIA	599.41		
MARCH 2021 HS	Invoice	03/04/2021	EMPLOYEE MEDICAL INSURANCE	0.00	1,397.00	
	100-2050-6020-0000	HEALTH INSURANCE	EMPLOYEE MEDICAL INSURANC	1,397.00		

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1777	KAREE KEYSER	03/04/2021	Regular	0.00	7,855.17	108435
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>FINAL CHECK 3</u>	Invoice	03/04/2021	FINAL PAYMENT OF BANKED HOURS	0.00	7,855.17	
	<u>100-0000-2105-0000</u>		PAYROLL SUSPENSE		7,855.17	
1777	KAREE KEYSER	03/04/2021	Regular	0.00	3,438.55	108436
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>FINAL CHECK</u>	Invoice	03/04/2021	WORKED HOURS 03/05/21	0.00	110.33	
	<u>100-0000-2105-0000</u>		PAYROLL SUSPENSE		110.33	
<u>FINAL CHECK 2</u>	Invoice	03/04/2021	WORKED HOURS 02/19/21-03/04/21	0.00	3,328.22	
	<u>100-0000-2105-0000</u>		PAYROLL SUSPENSE		3,328.22	
1806	KONICA MINOLTA PREMIER FINANCE	03/04/2021	Regular	0.00	3,504.64	108437
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>437031180</u>	Invoice	03/04/2021	EQUIPMENT RENTAL	0.00	3,504.64	
	<u>100-1230-7075-6025</u>		EQUIPMENT LEASING/RE		876.16	
	<u>100-1230-7075-6026</u>		EQUIPMENT LEASING/RE		438.08	
	<u>100-1230-7075-6040</u>		EQUIPMENT LEASING/RE		876.16	
	<u>100-1230-7075-6041</u>		EQUIPMENT LEASING/RE		438.08	
	<u>700-4050-7075-0000</u>		EQUIPMENT LEASING/RE		438.08	
	<u>750-7000-7075-0000</u>		EQUIPMENT LEASING/RE		438.08	
1857	LIEBERT CASSIDY WHITMORE	03/04/2021	Regular	0.00	342.00	108438
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>1513567</u>	Invoice	03/04/2021	POA NEGOTIATIONS 2020	0.00	76.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		76.00	
<u>1513568</u>	Invoice	03/04/2021	SEIU NEGOTIATIONS - 2020	0.00	266.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		266.00	
4290	LISA WISE CONSULTING, INC	03/04/2021	Regular	0.00	6,077.50	108439
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>3790</u>	Invoice	03/04/2021	Housing Element Update	0.00	6,077.50	
	<u>215-0000-7068-0000</u>		CONTRACTUAL SERVICES		1,446.91	
	<u>215-0000-7068-0000</u>		CONTRACTUAL SERVICES		4,630.59	
3924	MARCUS A ANDREWS	03/04/2021	Regular	0.00	7,644.86	108440
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>151</u>	Invoice	03/04/2021	LED Lighting for the Police Dept.	0.00	7,644.86	
	<u>500-0000-8990-0000</u>		CAPITAL OUTLAY		7,644.86	
1912	MARK KEYSER	03/04/2021	Regular	0.00	34,786.33	108441
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>FINAL CHECK</u>	Invoice	03/04/2021	FINAL CHECK OF BANKED HOURS	0.00	34,786.33	
	<u>100-0000-2105-0000</u>		PAYROLL SUSPENSE		34,786.33	
1926	MATCH CORPORATION	03/04/2021	Regular	0.00	906,394.83	108442
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>012120049</u>	Invoice	03/04/2021	2020 MID YEAR STREET ENHANCEMENT P	0.00	906,394.83	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO		906,394.83	
3024	MUNICIPAL CODE CORPORATION	03/04/2021	Regular	0.00	161.63	108443

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
00354841	Invoice	03/04/2021	PROFESSIONAL SERVICES	0.00	161.63	
	<u>100-1150-7068-0000</u>		CONTRACTUAL SERVICES		161.63	
3186	MWH CONSTRUCTORS INC	03/04/2021	Regular	0.00	64,336.03	108444
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
21-30504503-23	Invoice	03/04/2021	CONSTRUCTION MANAGEMENT FOR WW	0.00	64,336.03	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		64,336.03	
1984	NAPA AUTO PARTS	03/04/2021	Regular	0.00	889.02	108445
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
143908	Invoice	03/04/2021	VEHICLE MAINTENANCE	0.00	194.40	
	<u>700-4050-7037-0000</u>		VEHICLE MAINTENANCE		194.40	
144759	Invoice	03/04/2021	VEHICLE MAINTENANCE	0.00	7.88	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		7.88	
145055	Invoice	03/04/2021	VEHICLE MAINTENANCE	0.00	4.17	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		4.17	
145097	Invoice	03/04/2021	VEHICLE MAINTENANCE	0.00	118.57	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		118.57	
145107	Invoice	03/04/2021	VEHICLE MAINTENANCE	0.00	12.89	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		12.89	
145401	Invoice	03/04/2021	VEHICLE MAINTENANCE	0.00	239.13	
	<u>750-7900-7037-0000</u>		VEHICLE MAINTENANCE		239.13	
145402	Invoice	03/04/2021	DEPT SUPPLIES	0.00	12.36	
	<u>750-7300-7070-0000</u>		SPECIAL DEPT SUPPLIES		12.36	
145436	Invoice	03/04/2021	EQUIPMENT MAINTENANCE	0.00	9.76	
	<u>100-6050-7090-0000</u>		EQUIPMENT SUPPLIES/M		9.76	
145633	Invoice	03/04/2021	EQUIPMENT MAINTENANCE	0.00	46.99	
	<u>100-6050-7090-0000</u>		EQUIPMENT SUPPLIES/M		46.99	
146017	Invoice	03/04/2021	VEHICLE MAINTENANCE	0.00	33.93	
	<u>750-7100-7037-0000</u>		VEHICLE MAINTENANCE		33.93	
146040	Invoice	03/04/2021	VEHICLE MAINTENANCE	0.00	3.98	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		3.98	
146130	Invoice	03/04/2021	EQUIPMENT MAINTENANCE	0.00	4.99	
	<u>100-6050-7090-0000</u>		EQUIPMENT SUPPLIES/M		4.99	
146208	Invoice	03/04/2021	VEHICLE MAINTENANCE	0.00	44.15	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		44.15	
146242	Invoice	03/04/2021	VEHICLE MAINTENANCE	0.00	155.82	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		155.82	
2018	ONTRAC	03/04/2021	Regular	0.00	8.64	108446
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9123970	Invoice	03/04/2021	OFFICE SUPPLIES	0.00	8.64	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		8.64	
2009	O'REILLY AUTO PARTS	03/04/2021	Regular	0.00	698.37	108447
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2678-325246	Invoice	03/04/2021	DEPT SUPPLIES	0.00	32.31	
	<u>750-7300-7070-0000</u>		SPECIAL DEPT SUPPLIES		32.31	
2678-325712	Invoice	03/04/2021	VEHICLE MAINTENANCE	0.00	390.80	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		390.80	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2678-325751	Invoice	03/04/2021	VEHICLE MAINTENANCE	0.00	116.97	
	100-6050-7037-0000		VEHICLE MAINTENANCE		116.97	
2678-326404	Credit Memo	03/04/2021	VEHICLE MAINTENANCE	0.00	-114.43	
	100-6050-7037-0000		VEHICLE MAINTENANCE		-114.43	
2678-326592	Credit Memo	03/04/2021	VEHICLE MAINTENANCE	0.00	-104.13	
	100-6050-7037-0000		VEHICLE MAINTENANCE		-104.13	
2678-326908	Credit Memo	03/04/2021	VEHICLE MAINTENANCE	0.00	-92.67	
	100-6050-7037-0000		VEHICLE MAINTENANCE		-92.67	
2678-327361	Invoice	03/04/2021	VEHICLE MAINTENANCE	0.00	105.31	
	750-7300-7037-0000		VEHICLE MAINTENANCE		105.31	
2678-328183	Invoice	03/04/2021	VEHICLE MAINTENANCE	0.00	10.23	
	750-7300-7037-0000		VEHICLE MAINTENANCE		10.23	
2678-328247	Invoice	03/04/2021	VEHICLE MAINTENANCE	0.00	80.25	
	750-7900-7037-0000		VEHICLE MAINTENANCE		80.25	
2678-328941	Invoice	03/04/2021	VEHICLE MAINTENANCE	0.00	35.82	
	750-7300-7037-0000		VEHICLE MAINTENANCE		35.82	
2678-328958	Invoice	03/04/2021	VEHICLE MAINTENANCE	0.00	35.82	
	750-7300-7037-0000		VEHICLE MAINTENANCE		35.82	
2678-330199	Invoice	03/04/2021	VEHICLE MAINTENANCE	0.00	73.33	
	750-7100-7037-0000		VEHICLE MAINTENANCE		73.33	
2678-330675	Invoice	03/04/2021	VEHICLE MAINTENANCE	0.00	139.54	
	750-7600-7037-0000		VEHICLE MAINTENANCE		139.54	
2678-330687	Credit Memo	03/04/2021	VEHICLE MAINTENANCE	0.00	-10.78	
	750-7600-7037-0000		VEHICLE MAINTENANCE		-10.78	

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	Number
4170	PACIFIC STAR CHEMICAL, LLC	03/04/2021	Regular	0.00	3,350.81	108448
188270	Invoice	03/04/2021	Chemical Supplies for WWTP	0.00	3,350.81	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		3,350.81	

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	Number
2039	PARKHOUSE TIRE, INC.	03/04/2021	Regular	0.00	418.95	108449
2030197708	Invoice	03/04/2021	EQUIPMENT MAINTENANCE	0.00	418.95	
	100-6050-7090-0000		EQUIPMENT SUPPLIES/M		418.95	

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	Number
2050	PAYCHEX OF NEW YORK LLC	03/04/2021	Regular	0.00	700.00	108450
1045599	Invoice	03/04/2021	TIMECLOCK CHARGES	0.00	700.00	
	100-1240-7068-0000		CONTRACTUAL SERVICES		23.36	
	100-1240-7068-0000		CONTRACTUAL SERVICES		350.00	
	700-4050-7068-0000		CONTRACTUAL SERVICES		70.00	
	750-7000-7068-0000		CONTRACTUAL SERVICES		11.68	
	750-7100-7068-0000		CONTRACTUAL SERVICES		5.84	
	750-7300-7068-0000		CONTRACTUAL SERVICES		140.00	
	750-7400-7068-0000		CONTRACTUAL EXPENSES		23.20	
	750-7600-7068-0000		CONTRACTUAL SERVICES		11.68	
	750-7700-7068-0000		CONTRACTUAL SERVICES		11.68	
	750-7800-7068-0000		CONTRACTUAL SERVICES		11.68	
	750-7900-7068-0000		CONTRACTUAL SERVICES		11.68	
	750-8000-7068-0000		CONTRACTUAL SERVICES		5.84	
	750-8100-7068-0000		CONTRACTUAL SERVICES		17.52	
	750-8200-7068-0000		CONTRACTUAL SERVICES		5.84	

3652	PRUDENTIAL OVERALL SUPPLY	03/04/2021	Regular	0.00	349.19	108451
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Check Report

Date Range: 02/27/2021 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		
<u>23090969</u>	Invoice 700-4050-7065-0000	03/04/2021	WW - Prudential Uniforms UNIFORMS	0.00	77.51	
<u>23111970</u>	Invoice 100-3250-7065-0000	03/04/2021	Streets - Prudential Uniforms UNIFORMS	0.00	54.20	
<u>23111996</u>	Invoice 700-4050-7065-0000	03/04/2021	WW - Prudential Uniforms UNIFORMS	0.00	81.81	
<u>23118216</u>	Invoice 100-3250-7065-0000	03/04/2021	Streets - Prudential Uniforms UNIFORMS	0.00	56.84	
<u>23118243</u>	Invoice 700-4050-7065-0000	03/04/2021	WW - Prudential Uniforms UNIFORMS	0.00	78.83	
4052	QUICK RESPONSE FIRE PROTECTION INC	03/04/2021	Regular	0.00	1,550.00	108452
<u>5223</u>	Invoice 750-7100-7037-0000 750-7400-7037-0000 750-7600-7037-0000 750-7700-7037-0000 750-7800-7037-0000 750-7900-7037-0000 750-8000-7037-0000 750-8100-7037-0000 750-8200-7037-0000	03/04/2021	VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	1,550.00	
					163.16	
					407.91	
					244.75	
					244.75	
					81.52	
					81.58	
					81.58	
					163.16	
					81.59	
2098	QUILL CORPORATON	03/04/2021	Regular	0.00	242.38	108453
<u>14327602</u>	Invoice 100-2050-7025-0000	03/04/2021	OFFICE SUPPLIES OFFICE SUPPLIES	0.00	242.38	
					242.38	
4324	Recdesk Software	03/04/2021	Regular	0.00	2,950.00	108454
<u>INV-11459</u>	Invoice 100-1550-7071-0000	03/03/2021	Program management for Prks & Rec SOFTWARE	0.00	2,950.00	
					2,950.00	
3681	RIVERSIDE COUNTY DEPARTMENT OF WASTE R	03/04/2021	Regular	0.00	878.72	108455
<u>7726640</u>	Invoice 100-6050-7070-014X	03/04/2021	DEPT SUPPLIES SPEC DEPT EXP - IA 14	0.00	14.50	
					14.50	
<u>7751646</u>	Invoice 100-6050-7070-006A	03/04/2021	DEPT SUPPLIES SPEC DEPT EXP - IA 6A	0.00	10.25	
					10.25	
<u>7753081</u>	Invoice 100-6050-7070-003X	03/04/2021	DEPT SUPPLIES SPEC DEPT EXP - IA 3	0.00	34.87	
					34.87	
<u>7753561</u>	Invoice 100-6050-7070-0000 100-6050-7070-003X 100-6050-7070-006A	03/04/2021	DEPT SUPPLIES SPECIAL DEPT SUPPLIES SPEC DEPT EXP - IA 3 SPEC DEPT EXP - IA 6A	0.00	34.87	
					11.62	
					11.62	
					11.63	
<u>7755499</u>	Invoice 100-6050-7070-014X	03/04/2021	DEPT SUPPLIES SPEC DEPT EXP - IA 14	0.00	21.70	
					21.70	
<u>7755646</u>	Invoice 100-6050-7070-014X	03/04/2021	DEPT SUPPLIES SPEC DEPT EXP - IA 14	0.00	27.55	
					27.55	
<u>7756010</u>	Invoice	03/04/2021	DEPT SUPPLIES	0.00	27.06	

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-6050-7070-5600</u>		SPEC DEPT EXP - TREVINO			DEPT SUPPLIES
					27.06	
<u>7756161</u>	Invoice	03/04/2021	DEPT SUPPLIES	0.00	10.25	
	<u>100-6050-7070-014X</u>		SPEC DEPT EXP - IA 14		10.25	DEPT SUPPLIES
<u>7756335</u>	Invoice	03/04/2021	DEPT SUPPLIES	0.00	14.50	
	<u>100-6050-7070-5150</u>		SPEC DEPT EXP - MOUNT		7.25	DEPT SUPPLIES
	<u>100-6050-7070-5600</u>		SPEC DEPT EXP - TREVINO		7.25	DEPT SUPPLIES
<u>7756370</u>	Invoice	03/04/2021	DEPT SUPPLIES	0.00	14.50	
	<u>100-6050-7070-5150</u>		SPEC DEPT EXP - MOUNT		14.50	DEPT SUPPLIES
<u>7762031</u>	Invoice	03/04/2021	DEPT SUPPLIES	0.00	14.50	
	<u>100-6050-7070-5750</u>		SPECIAL DEPT SUPPLIES (		14.50	DEPT SUPPLIES
<u>7762087</u>	Invoice	03/04/2021	DEPT SUPPLIES	0.00	27.58	
	<u>100-6050-7070-5750</u>		SPECIAL DEPT SUPPLIES (		27.58	DEPT SUPPLIES
<u>7762216</u>	Invoice	03/04/2021	DEPT SUPPLIES	0.00	14.50	
	<u>100-6050-7070-5750</u>		SPECIAL DEPT SUPPLIES (		14.50	DEPT SUPPLIES
<u>7762450</u>	Invoice	03/04/2021	DEPT SUPPLIES	0.00	14.50	
	<u>100-6050-7070-5750</u>		SPECIAL DEPT SUPPLIES (		14.50	DEPT SUPPLIES
<u>7762488</u>	Invoice	03/04/2021	DEPT SUPPLIES	0.00	41.63	
	<u>100-6050-7070-006A</u>		SPEC DEPT EXP - IA 6A		20.82	DEPT SUPPLIES
	<u>100-6050-7070-023X</u>		SPEC DEPT EXP - IA 23		20.81	DEPT SUPPLIES
<u>7771376</u>	Invoice	03/04/2021	DEPT SUPPLIES	0.00	33.81	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES		33.81	DEPT SUPPLIES
<u>7771395</u>	Invoice	03/04/2021	DEPT SUPPLIES	0.00	27.06	
	<u>100-6050-7070-5750</u>		SPECIAL DEPT SUPPLIES (		27.06	DEPT SUPPLIES
<u>7771440</u>	Invoice	03/04/2021	DEPT SUPPLIES	0.00	33.30	
	<u>100-6050-7070-5750</u>		SPECIAL DEPT SUPPLIES (		33.30	DEPT SUPPLIES
<u>7771519</u>	Invoice	03/04/2021	DEPT SUPPLIES	0.00	28.38	
	<u>100-6050-7070-014X</u>		SPEC DEPT EXP - IA 14		28.38	DEPT SUPPLIES
<u>7771528</u>	Invoice	03/04/2021	DEPT SUPPLIES	0.00	29.66	
	<u>100-6050-7070-5750</u>		SPECIAL DEPT SUPPLIES (		29.66	DEPT SUPPLIES
<u>7771688</u>	Invoice	03/04/2021	DEPT SUPPLIES	0.00	31.74	
	<u>100-6050-7070-008A</u>		SPEC DEPT EXP - IA 8A		31.74	DEPT SUPPLIES
<u>7771955</u>	Invoice	03/04/2021	DEPT SUPPLIES	0.00	27.97	
	<u>100-6050-7070-003X</u>		SPEC DEPT EXP - IA 3		27.97	DEPT SUPPLIES
<u>7778015</u>	Invoice	03/04/2021	DEPT SUPPLIES	0.00	10.25	
	<u>100-6050-7070-5999</u>		SPEC DEPT EXP - ALL PAR		10.25	DEPT SUPPLIES
<u>7778090</u>	Invoice	03/04/2021	DEPT SUPPLIES	0.00	41.63	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES		41.63	DEPT SUPPLIES
<u>7778181</u>	Invoice	03/04/2021	DEPT SUPPLIES	0.00	40.07	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES		40.07	DEPT SUPPLIES
<u>7779641</u>	Invoice	03/04/2021	DEPT SUPPLIES	0.00	35.91	
	<u>100-6050-7070-003X</u>		SPEC DEPT EXP - IA 3		35.91	DEPT SUPPLIES
<u>7779645</u>	Invoice	03/04/2021	DEPT SUPPLIES	0.00	27.06	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES		27.06	DEPT SUPPLIES
<u>7783537</u>	Invoice	03/04/2021	DEPT SUPPLIES	0.00	49.44	
	<u>100-6050-7070-003X</u>		SPEC DEPT EXP - IA 3		49.44	DEPT SUPPLIES
<u>7783545</u>	Invoice	03/04/2021	DEPT SUPPLIES	0.00	44.24	
	<u>100-6050-7070-06A1</u>		SPEC DEPT EXP - IA 6A1		44.24	DEPT SUPPLIES
<u>7783887</u>	Invoice	03/04/2021	DEPT SUPPLIES	0.00	24.21	
	<u>100-6050-7070-003X</u>		SPEC DEPT EXP - IA 3		24.21	DEPT SUPPLIES
<u>7783895</u>	Invoice	03/04/2021	DEPT SUPPLIES	0.00	56.73	
	<u>100-6050-7070-023X</u>		SPEC DEPT EXP - IA 23		56.73	DEPT SUPPLIES
<u>7792036</u>	Invoice	03/04/2021	DEPT SUPPLIES	0.00	14.50	

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-6050-7070-006A</u>	SPEC DEPT EXP - IA 6A	DEPT SUPPLIES		14.50	
	Void	03/04/2021	Regular	0.00	0.00	108456
	Void	03/04/2021	Regular	0.00	0.00	108457
4199	ROGERS, ANDERSON, MALODY & SCOTT, LLP	03/04/2021	Regular	0.00	950.00	108458
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>65130</u>	Invoice	03/04/2021	INDEPENDENT AUDIT SERVICES	0.00	950.00	
	<u>100-1225-7068-0000</u>		CONTRACTUAL SERVICES INDEPENDENT AUDIT SERVICES		950.00	
2257	SCOTT FAZEKAS & ASSOCIATES, INC.	03/04/2021	Regular	0.00	679.98	108459
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>21252</u>	Invoice	03/04/2021	SFA, Inc. Plan Check Services	0.00	679.98	
	<u>100-2150-7063-0000</u>		PLAN CHECK FEES SFA, Inc. Plan Check Services		679.98	
3260	SITONE LANDSCAPE SUPPLY, LLC	03/04/2021	Regular	0.00	66.62	108460
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>104264651-001</u>	Invoice	03/04/2021	DEPT SUPPLIES	0.00	66.62	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES DEPT SUPPLIES		66.62	
2309	SOUTH COAST AQMD	03/04/2021	Regular	0.00	557.42	108461
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>3761545</u>	Invoice	03/04/2021	ANNUAL RENEWAL FEES	0.00	421.02	
	<u>700-4050-7022-0000</u>		LICENSE, PERMITS, FEES ANNUAL RENEWAL FEES		421.02	
<u>3764216</u>	Invoice	03/04/2021	EMISSIONS FEES	0.00	136.40	
	<u>700-4050-7022-0000</u>		LICENSE, PERMITS, FEES EMISSIONS FEES		136.40	
2311	SOUTHERN CALIFORNIA EDISON	03/04/2021	Regular	0.00	5,269.18	108462
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>03/04/21</u>	Invoice	03/04/2021	ELECTRIC UTILITY	0.00	5,269.18	
	<u>100-3250-7010-0000</u>		UTILITIES ELECTRIC UTILITY		2,206.45	
	<u>100-3250-7010-007A</u>		UTILITIES (IA 7A) ELECTRIC UTILITY		151.07	
	<u>100-3250-7010-007D</u>		UTILITIES (IA 7D) ELECTRIC UTILITY		118.05	
	<u>100-3250-7010-008A</u>		UTILITIES (IA 8A) ELECTRIC UTILITY		512.41	
	<u>100-3250-7010-008B</u>		UTILITIES (IA 8B) ELECTRIC UTILITY		92.95	
	<u>100-3250-7010-008C</u>		UTILITIES (IA 8C) ELECTRIC UTILITY		243.88	
	<u>100-3250-7010-008D</u>		UTILITIES (IA 8D) ELECTRIC UTILITY		23.12	
	<u>100-3250-7010-010A</u>		UTILITIES (IA 10) ELECTRIC UTILITY		48.11	
	<u>100-3250-7010-012A</u>		UTILITIES (IA 12) ELECTRIC UTILITY		93.26	
	<u>100-3250-7010-014A</u>		UTILITIES (IA 14A) ELECTRIC UTILITY		214.03	
	<u>100-3250-7010-014X</u>		UTILITIES (IA 14) ELECTRIC UTILITY		533.23	
	<u>100-3250-7010-019A</u>		UTILITIES (IA 19A) ELECTRIC UTILITY		236.22	
	<u>100-3250-7010-019C</u>		UTILITIES (IA 19C) ELECTRIC UTILITY		217.67	
	<u>100-3250-7010-06A1</u>		UTILITIES (IA 6A1) ELECTRIC UTILITY		410.18	
	<u>100-6050-7010-002X</u>		UTILITIES IA 2 ELECTRIC UTILITY		124.77	
	<u>100-6050-7010-008E</u>		UTILITIES IA 8E ELECTRIC UTILITY		14.92	
	<u>100-6050-7010-06A1</u>		UTILITIES IA 6A1 ELECTRIC UTILITY		28.86	
2382	T MOBILE	03/04/2021	Regular	0.00	180.00	108463
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>9433674334</u>	Invoice	03/04/2021	DEPT SUPPLIES	0.00	180.00	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES DEPT SUPPLIES		180.00	
4293	THE RETAIL COACH, LLC	03/04/2021	Regular	0.00	3,750.00	108464

Check Report

Date Range: 02/27/2021 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		
3535	Invoice 100-1200-7068-0000	03/04/2021	Retail Market Analysis CONTRACTUAL SERVICES Retail Market Analysis	0.00	3,750.00 3,750.00	
2430	TIME WARNER CABLE Payable # 0014188022021	03/04/2021	Regular PHONE UTILITY TELEPHONE (MAPLE AVE) PHONE UTILITY	0.00	49.97 49.97	108465
2430	TIME WARNER CABLE Payable # 0013594022021	03/04/2021	Regular PHONE UTILITY TELEPHONE (POLICE DPT) PHONE UTILITY	0.00	151.14 151.14	108466
2873	TPX COMMUNICATIONS Payable # 140261613-0	03/04/2021	Regular PHONE UTILITY TELEPHONE (POLICE DPT) PHONE UTILITY	0.00	462.22 462.22	108467
4320	Twilight Productions Payable # 7372091	03/04/2021	Regular Movie in the park comm event RECREATION PROGRAMS Movie in the park comm event	0.00	2,902.18 2,902.18	108468
3923	UPDOG MEDIA, LLC Payable # 1079	03/04/2021	Regular Bus Wrap Removal and Installation CONTRACTUAL SERVICE Bus Wrap Removal and Installati	0.00	5,310.00 5,310.00	108469
2510	VERIZON WIRELESS - VSAT Payable # 21140550-88722	03/04/2021	Regular DEPT SUPPLIES SPECIAL DEPT SUPPLIES DEPT SUPPLIES	0.00	50.00 50.00	108470
2518	VULCAN MATERIALS Payable # 72851086 72852549	03/04/2021	Regular ASPHALT SPECIAL DEPT SUPPLIES ASPHALT ASPHALT SPECIAL DEPT SUPPLIES ASPHALT	0.00	528.46 376.73 376.73 151.73 151.73	108471
3422	WAXIE SANITARY SUPPLY Payable # 79780584	03/04/2021	Regular BUILDING SUPPLIES BLDG MAINT - CITY HALL BUILDING SUPPLIES	0.00	127.81 127.81	108472
3675	ZENITH AMERICAN SOLUTIONS	03/04/2021	Regular	0.00	29.94	108473

Check Report

Date Range: 02/27/2021 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			
<u>PD 02/12/21-02/</u>	Invoice	03/04/2021	OPTIONAL EMPLOYEE INSURANCE	0.00	29.94	
<u>100-0000-2085-0000</u>	ZENITH WITHHOLDING	OPTIONAL EMPLOYEE INSURAN			29.94	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	188	82	0.00	1,366,777.92
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	9	6	0.00	1,721,905.47
	197	90	0.00	3,088,683.39

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	188	82	0.00	1,366,777.92
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	9	6	0.00	1,721,905.47
	197	90	0.00	3,088,683.39

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	3/2021	3,088,683.39
			3,088,683.39



CITY COUNCIL CLOSED & REGULAR SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, April 06, 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 5:01 p.m.

Present Mayor Lara, Mayor Pro Tem White, 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 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.

Adjourn to Regular Session

REGULAR SESSION - 6:00 PM

CALL TO ORDER at 6:02 p.m.

Present: 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: *see above*

Action of any Requests for Excused Absence: **None**

Pledge of Allegiance

Approval / Adjustments to the Agenda: **Mayor Lara requested that Council Reports be moved to the end of the agenda.**

Conflict of Interest Disclosure: **None**

ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

1. Recognition of Beaumont Police Officers Receiving CHP 10851 Pins

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.

N. Hall - *Spoke of concerns with the median on Viele near Perricone and how it is affecting truck traffic exiting Perricone.*

R. Berg - *Written comment regarding issues with street paving.*

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.

2. Approval of Minutes

Recommended Action:

Approve Minutes dated March 16, 2021.

3. Quarterly Status of City Council Travel and Training Reimbursements

Recommended Action:

Receive and file.

4. Ratification of Emergency Repair Costs to the City's Wastewater System

Recommended Action:

Ratify the cost of emergency repairs completed and paid to T.E. Roberts, Inc., in the amount of \$39,382.60.

5. Second Reading of an Ordinance Amending Beaumont Municipal Code Chapter 12.08 to Establish City Specific Supervisory Control and Data Acquisition, and Adopt East Valley Water District's Wet Weather Flow Criteria

Recommended Action:

Waive the full second reading and adopt by title only, "An Ordinance of the City Council of the City of Beaumont Amending Section 12.08.010 of the Beaumont Municipal Code Concerning SCADA Design and Wet Weather Flow Calculation for Public Sewer Systems Within the City."

6. Approve Lien Release for RSI Communities California LLC, for Tract Map Nos. 27971-4, 27971-6, and 27971-8; Located within the Olivewood Specific Plan

Recommended Action:

Approve Lien Release for RSI Communities California LLC, for Tract Map Nos. 27971-4, 27971-6, and 27971-8; located within the Olivewood Specific Plan.

7. Adoption of Resolution of the City of Beaumont Authorizing the Mayor to Accept the Offer of Dedication of Right-of-way for Public Streets and Public Utilities for a Portion of Cougar Way and Approve the Certificate of Acceptance for Right-of-way for Public Streets and Public Utilities and Record the Offer of Dedication documents with the Riverside County Clerk Recorder's Office

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of The City of Beaumont Authorizing the Mayor to Accept the Offer of Dedication of Right-of-way for Public Streets and Public Utilities for a portion of Cougar Way,"

Approve the Certificate of Acceptance for Right-of-way for Public Streets and Public Utilities, and

Record the Offer of Dedication documents with the Riverside County Clerk Recorder's Office.

8. FY 2021 General Fund and Wastewater Fund Budget to Actual through February 2021

Recommended Action:

Receive and file the FY2021, General Fund and Wastewater Fund Budget to actual through February 2021.

9. Contract Amendment with Tyler Technologies

Recommended Action:

Approve the attached contract amendment with Tyler Technologies, including the one-time implementation costs of \$20,800 and ongoing annual maintenance costs of \$24,219, and
 Approve the contract amendment removing the Payroll – Electronic Time Clock Interface at a cost of \$1,061 annual fee.

Motion by Council Member Martinez
Second by Council Member Santos

To approve items 3 through 10 on the Consent Calendar.
Approved by a unanimous vote.

10. Ratification of Warrants

Motion by Mayor Pro Tem White
Second by Mayor Lara

To approve the warrants.
Approved by a unanimous vote.

ACTION ITEMS

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

11. FY2021 Proposed Refunding Bonds Related to Improvement Areas 7B, 7C, 17A, 19C and 20 of Community Facilities District No. 93-1

Council Member Santos recused himself after the item was introduced due to owning a home in one of the improvement areas of discussion.

Consensus by the remaining Council to direct staff and the finance team to move forward with all 5 improvement areas and ask that they be brought back with additional information.

12. City Branding/Identity Initiative Update and Proposal for Phase 2 to Include Design of Spanish Theme Tiles and Brand Creative Brief

Feedback to staff to present multiple ideas and design and not just Spanish theme.

Motion by Mayor Pro Tem White
Second by Mayor Lara

To approve the estimate for tile design to JPW Communications.

Approved by a unanimous vote.

13. Approval of Compensation Plan and Salary Table

Direction to staff to bring back with additional information.

14. Patrol Canine Proposal

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

To authorize staff to purchase and train a police canine in an amount not to exceed \$32,000.00;

Authorize staff to convert an existing fleet vehicle, a 2018 Chevy Tahoe, to a canine vehicle in the amount not to exceed \$6,500;

Authorize staff to purchase a new vehicle to replace the converted Tahoe with a 2021 Ford Police Interceptor in an amount not to exceed \$37,000 from National Auto Fleet Group;

Authorize staff to purchase the emergency equipment in the amount not to exceed \$12,500 from 10-8 Retrofit for a 2021 Ford Police Interceptor;

Authorize staff to purchase the police graphics for a 2021 Ford Interceptor in the amount not to exceed \$600 from Cop Car Graphics; and

Authorize staff to purchase and install a mobile data computer in the new Ford Interceptor in an amount not to exceed \$8,300.

Approved by a unanimous vote.

15. Authorization to Submit Request for Federal Funding for Construction of the Pennsylvania Widening Project (CIP Project No. 2017-09) and the Potrero Interchange PH 2 Project (CIP Project No. 2017-023)

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

That the City Council authorize the submission of the Pennsylvania Widening Project (CIP Project No. 2017-09) as its priority community project with a funding of \$1.5 million, That the City Council authorize City staff to submit the Potrero Interchange PH 2 Project (CIP Project No. 2017-023) as its priority surface transportation project with a funding request of up to \$20 million, and

That Mayor Lara be authorized to submit letters of support for Banning and Calimesa priority projects.

Approved by a unanimous vote.

16. City Council Annual Review of Contracts

**Motion by Council Member Fenn
Second by Council Member Martinez**

To authorize City staff to prepare professional service agreement extensions as proposed in Attachment A.

Approved by a unanimous vote.

17. Review of Local Emergency Declaration Established via the Adoption of City of Beaumont Resolution No. 2020-07 Adopted on March 17, 2020

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

That there be no change regarding the local emergency declaration. This is due to the fact that there have been no significant changes in the original conditions, a State emergency declaration remains in effect and local emergency declaration helps to ensure that Beaumont remains eligible for federal and state emergency aid. With the adjustment that the next review not be any sooner than June 17, 2021, to allow for updates from the State.

**Ayes: Santos, Fenn, Martinez, Lara
Noes: White**

Approved by a 4-1 vote.

LEGISLATIVE UPDATES AND DISCUSSION

Discussion of AB1372 by Chief Thuilliez.

18. AB 986 - Diversity Film Tax Credit

ECONOMIC DEVELOPMENT UPDATE

No report.

CITY TREASURER REPORT

Gave an update to the follow up of most recent audit findings.

CITY CLERK REPORT

Gave a report of the February Public Records Requests.

CITY ATTORNEY REPORT

Gave a brief status of current pending cases against the City.

CITY MANAGER REPORT

Gave an update to staff coming back to office spaces, and anticipation of upcoming new home build.

19. Department Project Updates March 2021

FUTURE AGENDA ITEMS

- Upgrades to the memorial in front of City Hall
- Rental Assistance Grant Funding Discussion

COUNCIL REPORTS

Fenn - Gave a report out from the TNow meeting.

Santos - Gave a report out from the RTA meeting.

Martinez - Gave a report out from the IE Economic webinar, and the RCA meeting.

White - Attended the RTA meeting and Ulta ribbon cutting.

Lara - Gave a report of from the WRCOG meeting, thanked the parks department for Operation Bunny Drop and the Drive in Movie event. Thanked staff for the recent paving and road improvements.

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, May 4, 2021, at 5:00 p.m., unless otherwise posted.

Adjournment at 9:25 p.m.



Staff Report

TO: Mayor, and City Council Members

FROM: Jeff Hart, Public Works Director

DATE: April 6, 2021

SUBJECT: **Accept Performance and Payment Bonds and Security Agreements for Street Improvements from RSI Communities - California LLC, Tract 27971-7 within the Olivewood 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 monument improvements.

Olivewood Specific Plan

The Olivewood Specific Plan is located north of State Route 60, south of Oak Valley Parkway, and west of Potrero Boulevard. The development will be maintained by a homeowner's association, and the City will only be responsible for maintaining the sewer infrastructure once all improvements are complete, and after maintenance bonds have been exonerated.

On November 20, 2007, City Council approved Final Map No. 27971-7 (Tract). The Tract is located within the Olivewood Specific Plan and the Tract subdivided 17.98 acres into 63 residential lots and five lettered lots.

There are several public improvements required as part of the development of the Tracts, including storm drain, street, and sewer improvements. As of the date of this report, no improvements have been constructed. Therefore, in accordance with the Subdivision Map Act and Beaumont Municipal Code 16.56.010, the land divided shall enter into an agreement with the City to complete the improvements and in connection therewith shall furnish the City improvement security in the amounts required by Section 16.56.040 of said Beaumont Municipal Code.

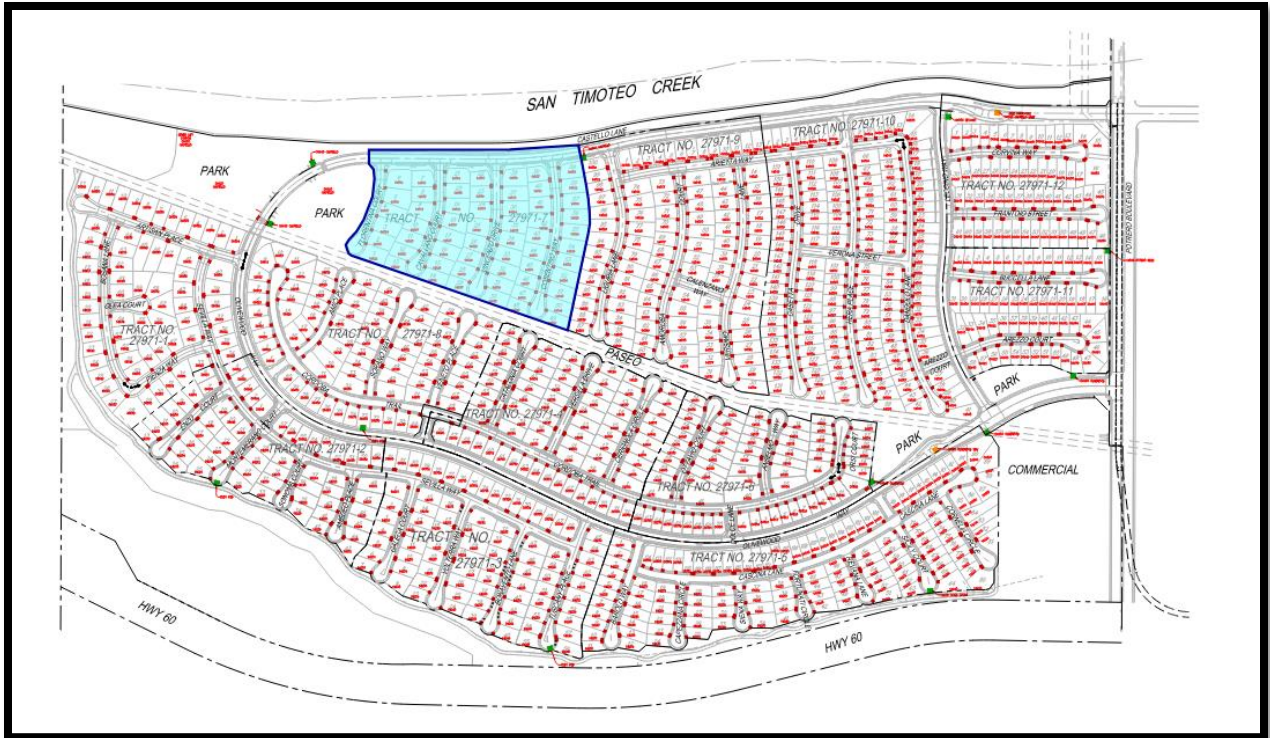


Figure 1 – Olivewood Specific Plan

RSI Communities-California LLC

RSI Communities-California LLC will construct the street, sewer, and storm drain improvements as well as install survey monuments for the Tract. The sewer improvements will consist of sewer pipes, manholes, and laterals. The street improvements will consist of the construction of local roads on the interior of the Tract, including asphalt paving, curb and gutter, sidewalk, streetlights, striping and signage. The storm drain improvements were constructed as part of the infrastructure improvements and are not proposed as part of the Tract.

RSI Communities-California LLC provided security in the form of liens for the public improvements. Pursuant to the lien contract and Government Code Section 66499(a)(4), a lien was attached to the property in an amount necessary to secure and discharge all obligations contained in the respective lien contracts.

As stated in the lien contract, RSI Communities-California LLC must substitute payment and performance security in the form of bonds in place of the lien contract. In accordance with the lien contract, RSI Communities-California LLC has provided payment and performance security in the form of bonds and a security agreement for the street improvements.

The agreements have 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:

Table 1 ~ Tract Map No. 37971-7 Bond Summary			
Improvement	Security Type	Security Number	Principal
Street	Performance and Payment	PB03010407421	RSI Communities-California LLC
Sewer	Existing Bond	1154532	RSI Communities-Heartland
Storm Drain	Not Required, No improvements proposed		
Survey Monuments	Bond released on 12/15/16	5029680	LV Heartland, LLC

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

Fiscal Impact:

The cost of preparing the staff report is estimated to be \$750.

Recommended Action:

Accept Performance and Payment Bonds and Security Agreements for Street Improvements from RSI Communities-California LLC, Tract 27971-7 within the Olivewood Specific Plan.

Attachments:

- A. Performance and Payment Bond No. PB03010407421 and security agreements for Street Improvements
- B. Approved Street Improvements
- C. Approved Cost Estimate

Basic Gov (Sales Force) # 17-4289
File # 3227A

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel Map/Plot Plan No. 27971-7)**

Street Improvements

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS (“Security Agreement”) is made by and between CITY OF BEAUMONT (“CITY”) and RSI Communities-California LLC, a Delaware limited liability company (“DEVELOPER”).

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 27971-7, (“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

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
RSI COMMUNITIES-CALIFORNIA LLC, a Delaware limited liability company

By: Mr
Bryan Bergeron

Date; 2-17-2021

Title: vice president

Bond Number: PB03010407421
Premium: \$3,222.00

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and RSI Communities-California LLC, a Delaware limited liability company (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Street Improvements For Tract 27971-7, dated February 17, 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

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 Philadelphia Indemnity Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Eight Hundred Five Thousand Four Hundred Twenty Seven and 80/100 dollars (\$ 805,427.80) 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 Feb. 11, 2021

(Seal)

(Seal)

RSI Communities-California LLC, a Delaware limited liability company

SURETY
Philadelphia Indemnity Insurance Company

PRINCIPAL
RSI Communities-California LLC

By: *M Barreras*

By: *Bryan Bergeron*

Name: Martha Barreras

Name: Bryan Bergeron

Title: Attorney-In-Fact

Title: vice President

Address: 19800 MacArthur Blvd. Ste. 1250

By: _____

Irvine CA 92612 _____

Name: _____

Title: _____

Address: 4695 MacArthur court
8th Floor
Newport Beach, CA 92660

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

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.

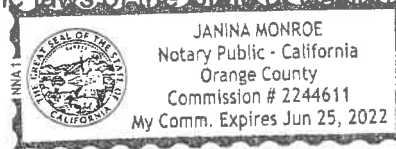
State of California }

County of Orange }

On FEB 11 2021 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer)

personally appeared Martha Barreras,
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]
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.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

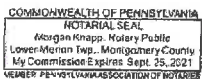
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of FEB 11 2021.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

EXHIBIT "B"
PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and RSI Communities-California LLC, a Delaware limited liability company (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Street Improvements For Tract 27971-7, dated February 17, 2021, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of One Hundred Eighty One Thousand * dollars (\$ 181,221.26), 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. *Two Hundred Twenty One and 26/100

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on Feb.11, 2021

(Seal)

(Seal)

RSI Communities-California LLC, a Delaware limited liability company

SURETY
Philadelphia Indemnity Insurance Company
By: *M Barreras*

PRINCIPAL
RSI Communities-California LLC
By: *[Signature]*

Name: Martha Barreras

Name: Bryan Bergeron

Title: Attorney-In-Fact

Title: Vice President

Address: 19800 MacArthur Blvd. Ste. 1250

By: _____

Irvine CA 92612 _____

Name: _____

Title: _____

Address: 4695 MacArthur Court
8th Floor
Newport Beach, CA 92660

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

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.

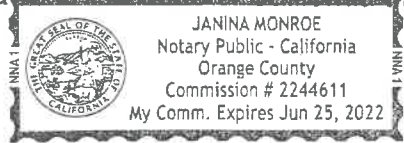
State of California }

County of Orange }

On FEB 11 2021 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer)

personally appeared Martha Barreras
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 _____

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.

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

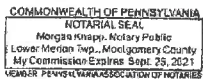
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of **FEB 11 2021**, 20____.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

ALL-PURPOSE 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)
) SS.
COUNTY OF ORANGE)

On February 17, 2021 before me, Faith M. Domotor, Notary Public,
Date Insert Name and Title of Officer

personally appeared Bryan Bergeron, who proved
Name(s) of Signer(s)

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.

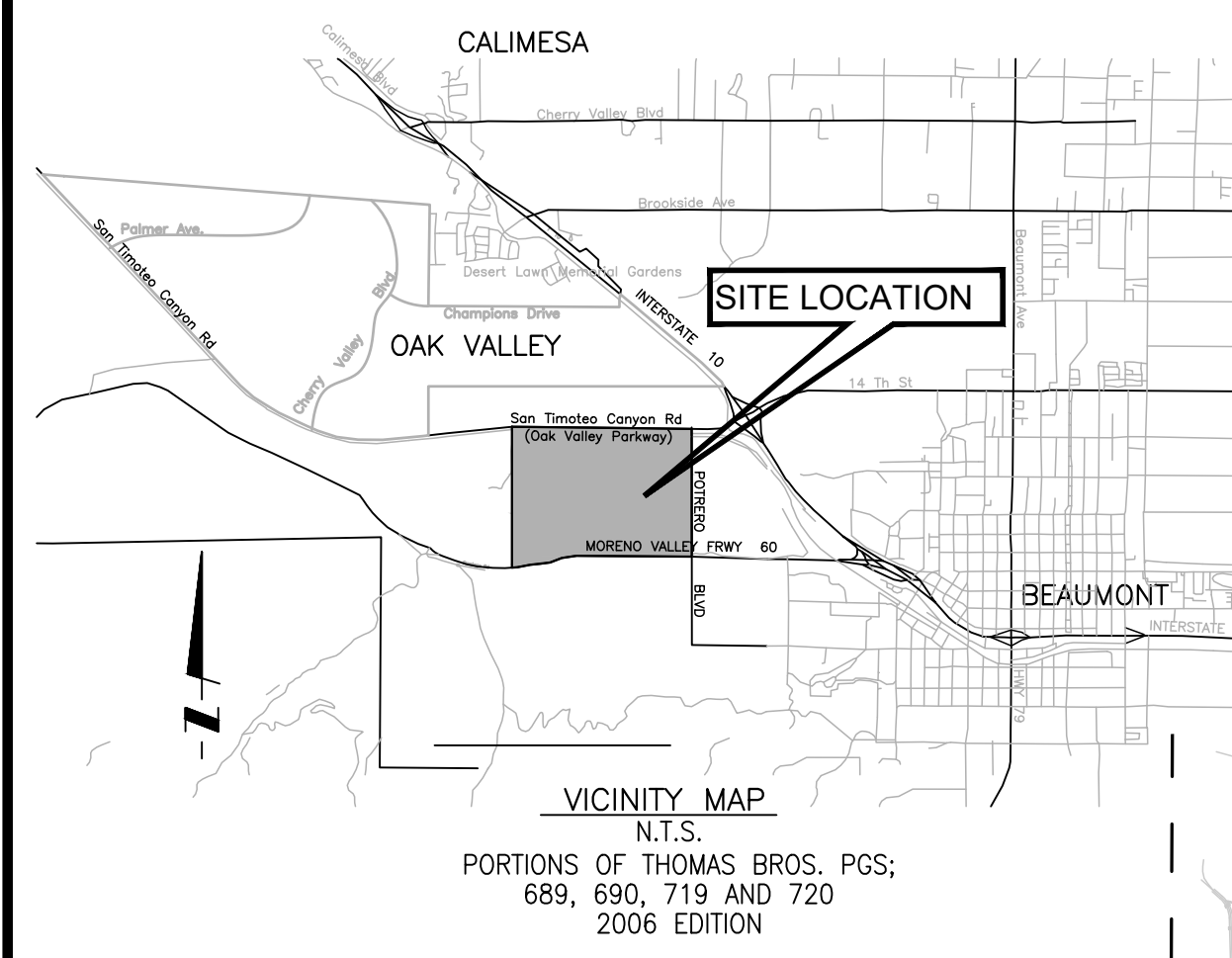
WITNESS my hand and official seal.

Faith Domotor
(Signature of Notary Public)

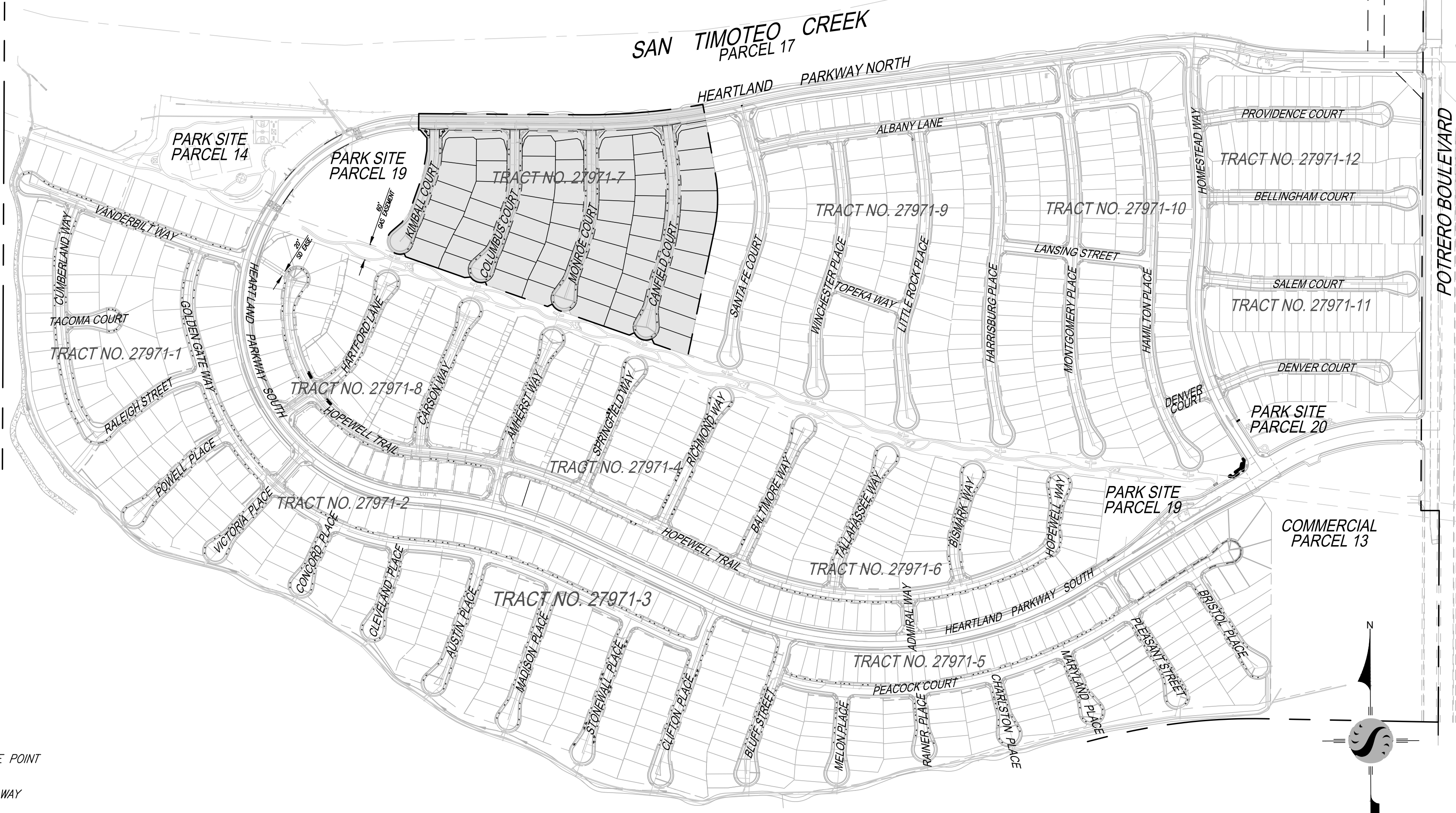


Place Notary Seal Above

CITY OF BEAUMONT, CALIFORNIA PRIVATE STREET IMPROVEMENT PLANS TRACT NO. 27971-7



- GENERAL NOTES:**
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA, AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF ITS CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION. AT (951) 769-8520.
 2. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, "LATEST EDITION," AND THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, "LATEST EDITION," COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENT.
 3. ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET SECTION INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING; SEWER, WATER, ELECTRIC, GAS, AND STORM DRAIN.
 4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE COUNTY.
 5. ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS ARE FOR INFORMATION ONLY. BY SIGNING THESE IMPROVEMENT PLANS, NO REVIEW OR APPROVAL OF THESE PRIVATE FACILITIES IS IMPLIED OR INTENDED BY CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT.
 6. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT, PERMIT SECTION, FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY, DEDICATED AND ACCEPTED FOR PUBLIC USE; AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT ENVIRONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT. ADDITIONAL STUDIES AND/OR PERMIT MAY BE REQUIRED.
 7. THE DEVELOPER WILL INSTALL STREET NAME SIGNS CONFORMING TO RCD STANDARD NO. 816.
 8. ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS SHALL BE TAKEN AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION REQUIREMENTS. USE STANDARD NO. 401 IF EXPANSIVE SOIL ARE ENCOUNTERED.
 9. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO NOTIFY THE ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY RIVERSIDE COUNTY ORDINANCE NO. 461.
 10. ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN FOURTEEN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. FOG SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.05 AND 0.03 GALLON PER SQUARE YARD RESPECTIVELY. ASPHALTIC EMULSION SHALL CONFORM TO SECTION 37, 39 AND 94 OF THE STATE STANDARD SPECIFICATIONS.
 11. AS DETERMINED BY THE PUBLIC WORKS DIRECTOR, THE DEVELOPER IS RESPONSIBLE AS A MINIMUM FOR ROAD IMPROVEMENTS TO CENTERLINE, AND MAY BE REQUIRED TO RECONSTRUCT EXISTING PAVEMENT, INCLUDING BASE, AND MATCHING OVERLAY REQUIRED TO MEET THE STRUCTURAL STANDARDS FOR THE CURRENT ASSIGNED TRAFFIC INDEX.
 12. CONSTRUCTION PROJECTS DISTURBING MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNERS/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR THE SITE.
 13. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIGNS AND MARKINGS NOT INCLUDED IN THE SIGNING AND STRIPING PLAN WITHIN THE PROJECT AREAS, OR ON ROADWAYS ADJACENT TO THE PROJECT BOUNDARIES, UPON THE REQUEST OF THE DIRECTOR OF PUBLIC WORKS OR HIS DESIGNEE TO IMPROVE TRAFFIC SAFETY ON THE ROADS UNDER THE JURISDICTION OF THE DEVELOPER.
 14. EXISTING STORM DRAIN PIPES / CULVERTS (WHETHER TO BE CONNECTED TO, EXTENDED, ADJUSTED, DRAINED TO, OR JUST IN THE PROJECT VICINITY) MUST BE REPAIRED, AND/OR CLEANED TO MAKE THEM FUNCTIONAL AND ACCEPTABLE AS DIRECTED BY THE PUBLIC WORKS DEPARTMENT.
 15. ALL STORM DRAIN, CATCH BASINS AND STORM WATER RUNOFF STRUCTURES WILL BE PROVIDED WITH ADEQUATE CAPABILITIES TO FILTER AND RETAIN SEDIMENT AND GRIT, OIL AND GREASE, TO PREVENT POLLUTION IN STORM WATER RUNOFF IN COMPLIANCE WITH THE CITY OF BEAUMONT'S BEST MANAGEMENT PRACTICES AND THE BEAUMONT DRAINAGE MASTER PLAN FOR STORM WATER AS WELL AS BEST MANAGEMENT PRACTICES IDENTIFIED IN THE CURRENT REPORT OF WASTE DISCHARGE FOR RIVERSIDE COUNTY PERMITTEES.
 16. DEVELOPER SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLANS, SPECIFICATIONS AND CITY OF BEAUMONT STANDARDS. WHERE DEVIATIONS EXIST, DEVELOPER SHALL PROPOSE CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.
 17. THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING, AND SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN EASEMENTS AND ROAD RIGHT OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE TO STANDARDS AND GEOTECHNICAL REPORT SHALL BE SUBMITTED AFTER EACH UTILITY TRENCH IS COMPLETED AND CERTIFIED. COMPACTION REPORT MUST BE SUBMITTED TO THE DEPARTMENT OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.



UNDERGROUND STRUCTURES

ALL UNDERGROUND UTILITIES OR STRUCTURES REPORTED BY THE OWNER OR OTHERS AND THOSE SHOWN ON THE RECORD EXAMINED ARE INDICATED WITH THEIR APPROXIMATE LOCATION AND EXTENT. THE OWNER BY ACCEPTING THESE PLANS OR PROCEEDING WITH IMPROVEMENTS PURSUANT THERETO AGREES TO ASSUME LIABILITY AND TO HOLD UNDERSIGNED HARMLESS FOR ANY DAMAGES RESULTING FROM THE EXISTENCE OF UNDERGROUND UTILITIES OR STRUCTURES NOT REPORTED TO THE UNDERSIGNED; NOT INDICATED ON THE PUBLIC RECORDS EXAMINED; LOCATED AT VARIANCE WITH THAT REPORTED OR SHOWN ON RECORDS EXAMINED. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES SHOWN AND ANY OTHER UTILITIES OR STRUCTURES FOUND AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.

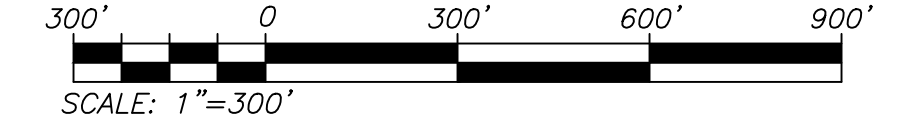
NOTE:
ALL STREETS TO BE PRIVATE WITH THE EXCEPTION OF POTRERO BOULEVARD. POTRERO BOULEVARD IS A PUBLIC STREET. PRIVATE STREETS ARE TO HAVE PUBLIC UTILITY AND EMERGENCY ACCESS EASEMENTS.

LEGEND

PROP.	PROPOSED	RP	REFERENCE POINT
EXIST.	EXISTING	ST	STREET
C.L., C/L	CENTERLINE	R/W	RIGHT OF WAY
T.C.	TOP OF CURB	D/W	DRIVEWAY
F.L.	FLOW LINE	V.C.	VERTICAL CURVE
F.S.	FINISHED SURFACE	PI	POINT OF INTERSECTION
E.P.	EDGE OF PAVEMENT	PIG	POINT IN GUTTER
C.B.	CATCH BASIN	PVI	POINT OF VERTICAL INTERSECTION
A.C.	ASPHALTIC CONCRETE	---	TRACT BOUNDARY
A.B.	AGGREGATE BASE	---	CENTER LINE
BCR	BEGIN CURB RETURN	---	DIRECTION OF FLOW
ECR	END CURB RETURN	---	PROP. STREET LIGHTS
BVC	BEGIN VERTICAL CURVE	☼	PROP. A.C.
MVC	MIDDLE VERTICAL CURVE	---	PROP. SIDEWALK
EVC	END VERTICAL CURVE	---	COLD PLANE & AC OVERLAY
P.R.C.	POINT OF REVERSE CURVE	---	STOP SIGN/STREET NAME SIGN
P.C.C.	POINT OF COMPOUND CURVE	---	STREET NAME SIGN
PRVC	POINT OF REVERSE VERTICAL CURVE	---	PROP. UTILITY X'ING SLEEVES
(1329.02)	EXISTING ELEVATION	---	(1) 6" PVC CLASS 200
1479.70	PROPOSED ELEVATION	---	(2) 4" PVC CLASS 315
LT	LEFT	---	PRIVATE STREET RIGHT OF WAY
RT	RIGHT	---	
RTN	RETURN	---	
MOC	MIDDLE OF CURVE	---	

LOCATION MAP

SCALE: 1"=300'



DECLARATION OF ENGINEER OF RECORD:

"DECLARATION OF RESPONSIBLE CHARGE"
I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF BEAUMONT DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

FIRM: STANTEC
ADDRESS: 735 E. CARNEGIE DR., #280
CITY, ST.: SAN BERNARDINO, CA 92405
TELEPHONE: 909-255-8207
BY: *[Signature]* DATE: 29 SEP 2020
(NED ARAUJO, R.C.E.57835)

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

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

NED-ARAUJO RCE-57835 DATE

APPLICANT/SUBDIVIDER:

RSI COMMUNITIES-HEARTLAND, LLC
620 NEWPORT CENTER DRIVE, 12th FLOOR
NEWPORT BEACH, CALIFORNIA 92660
PH: (949) 270-3636

OLIVEWOOD-TAYLOR MORRISON
RSI COMMUNITIES-CALIFORNIA, LLC
4695 MACARTHUR COURT, FLOOR 8
NEWPORT BEACH, CALIFORNIA 92660-1882
PH: (949) 503-0861
BRYAN BERGERON

24 HOUR EMERGENCY CONTACT

LAND DEVELOPMENT - DARREN BOLTON
RSI COMMUNITIES-CALIFORNIA LLC
4695 MACARTHUR COURT, FLOOR 8
NEWPORT BEACH, CA 92660-1882
MOBILE: (951) 704-5503
EMAIL: DBOLTON@TAYLORMORRISON.COM
WWW.TAYLORMORRISON.COM

NOTE:
ALL PROPOSED STREETS IN TRACT NO.27971-7 ARE DESIGNATED AS PRIVATE STREETS.
SIDEWALKS AND DRIVEWAYS APPROACHES WILL BE POURED/CONSTRUCTED ONLY AFTER DRIVEWAY LOCATIONS ARE DETERMINED.
APPROVAL OF THESE PLANS APPLY ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT.
TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED TO AND APPROVED BY THE PUBLIC WORKS DEPARTMENT.
THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM TO CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEAR AFTER PLANS WERE APPROVED.

INDEX OF SHEETS:

- SHEET 1 - TITLE SHEET-INDEX MAP-VICINITY MAP-GENERAL NOTES
- SHEET 2 - CONSTRUCTION NOTES, QUANTITIES & TYPICAL SECTION INDEX MAP
- SHEET 3 - KIMBALL COURT STA. 10+00.00 TO STA. 14+64.61
- SHEET 4 - COLUMBUS COURT STA. 10+00.00 TO STA. 15+65.03
- SHEET 5 - MONROE COURT STA. 10+00.00 TO STA. 16+58.35
- SHEET 6 - CANFIELD COURT STA. 10+00.00 TO STA. 17+79.56
- SHEET 7 - SIGNAGE & STRIPING
- SHEET 8 - DETAILS



BASIS OF BEARINGS:
DESCRIPTION: THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'52" E

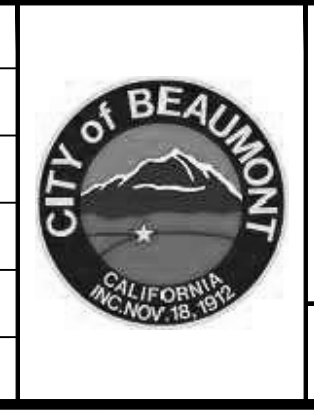
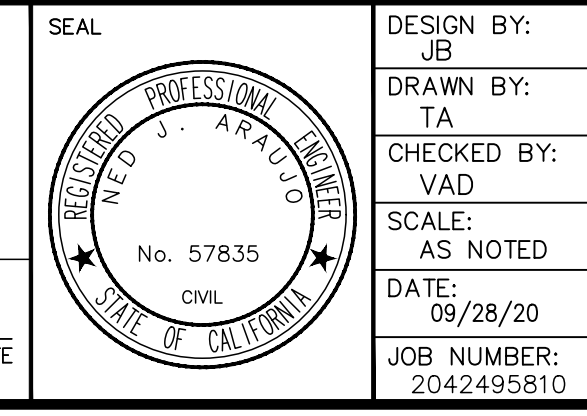
BENCHMARK:
BENCHMARK ESTABLISHED BY THE COUNTY OF RIVERSIDE, 2.4 MILES WESTERLY ALONG U.S. HIGHWAY 60 FROM THE POST OFFICE AT BEAUMONT, RIVERSIDE COUNTY, AT A POINT WHERE THE HIGHWAY PASSES THROUGH A CUT, 97 FEET NORTH OF CENTERLINE OF THE OPPOSITE HIGHWAY ENGINEERS STATION 267+98; 16 FEET SOUTH OF THE NORTH RIGHT-OF-WAY FENCE, 16 FEET WEST OF RIGHT-OF-WAY FENCE CORNER, AND 18 FEET EAST OF POWER POLE #826632. A STANDARD DISC, STAMPED "1448 RESET 1955" AND SET IN THE TOP OF A CONCRETE POST PROJECTING 0.5 FEET ABOVE GROUND.
ELEV: 2448.129

UPDATED DECLARATION OF ENGINEER OF RECORD, UPDATED 24

REK.	DESCRIPTION	DATE	BY
1	HOUR EMERGENCY CONTACT, UPDATED APPLICANT, REVISED CONSTRUCTION NOTE NO.10, REMOVED CONSTRUCTION NOTE NO.6A	8/18/20	TE
2	REVISED QUANTITIES, REVISED UNDERGROUND UTILITY DETAIL, UPDATED PROFILE PER EXISTING CURB RETURN, AS BUILT REVISIONS.	10/7/2020	TE
3	ADDED CONSTRUCTION NOTE 6, REVISED DRIVEWAY LOCATION PER PLOT PLAN, OMITTED ST. LIGHT DETAILS, OMITTED CURB RETURN	10/7/2020	TE

PREPARED BY: **Stantec**
735 E. CARNEGIE DR., #280
SAN BERNARDINO, CA 92405
909.335-6120
stantec.com

DATE: 29 SEP 2020
NED ARAUJO R.C.E. 57835



DESIGN BY: JB
DRAWN BY: TA
CHECKED BY: VAD
SCALE: AS NOTED
DATE: 09/28/20
JOB NUMBER: 2042495810

Reviewed By: _____ Date: _____
Recommended for Approval By: *[Signature]* Date: _____
Approved By: *[Signature]* Date: 10/20/2020
Director of Public Works

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
5066 6th St
Beaumont, CA 92405
TEL: (951) 769-8520 FAX: (951) 769-8506

CITY OF BEAUMONT, CALIFORNIA
PRIVATE STREET IMPROVEMENT PLANS
TRACT 27971-7

TITLE SHEET - LOCATION MAP
VICINITY MAP - GENERAL NOTES

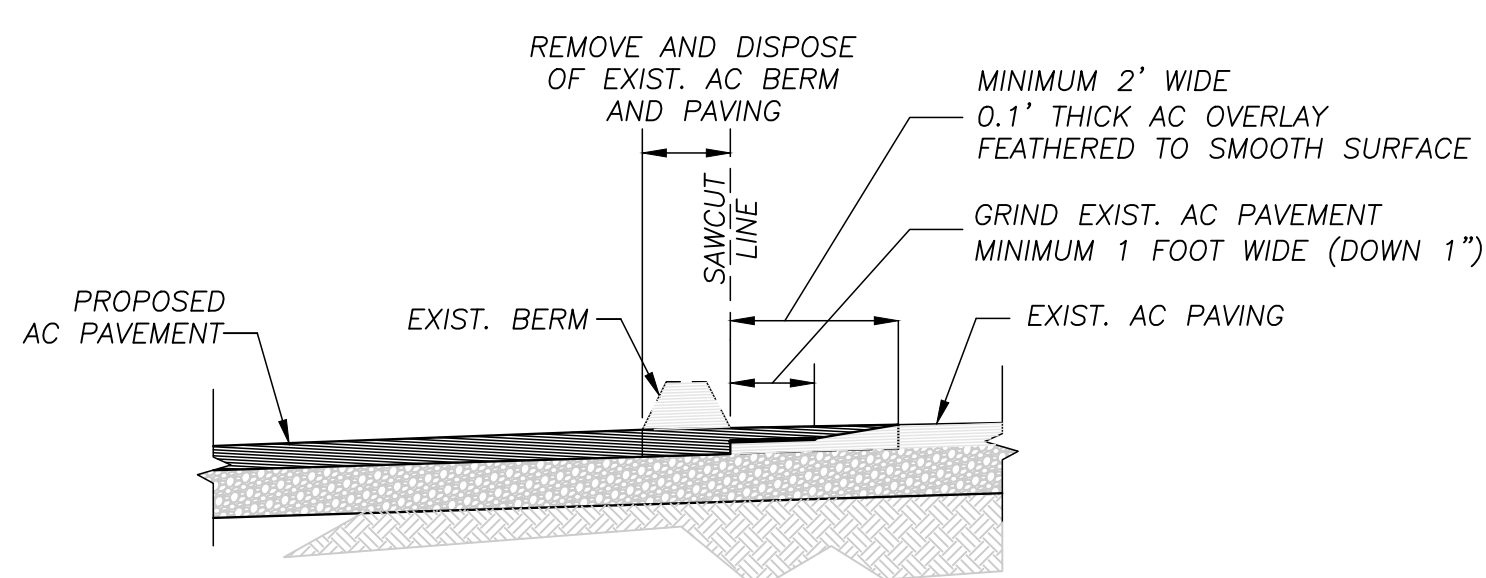
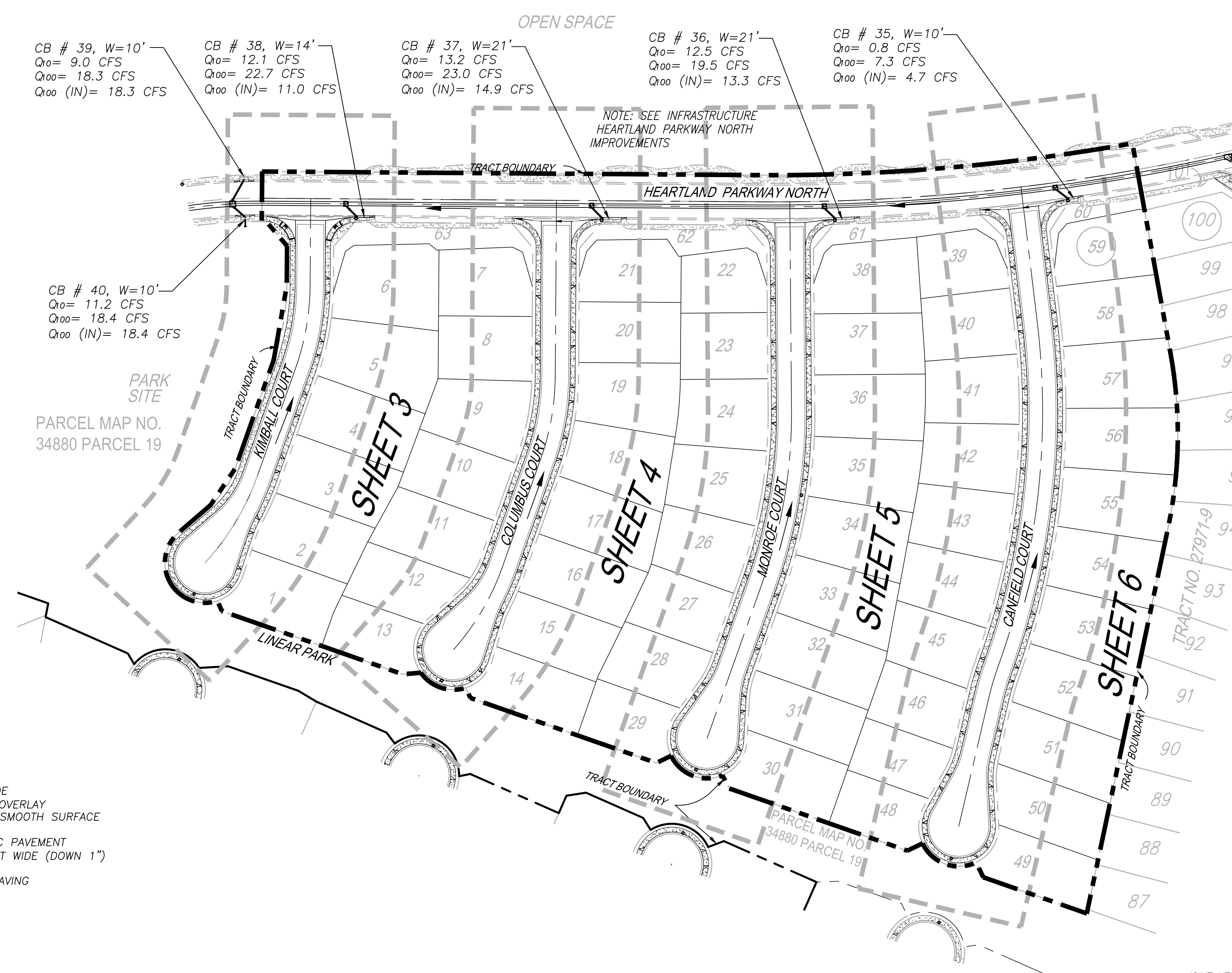
1 OF 8 SHEETS
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FILE NO.: FOR: RSI COMMUNITIES-CALIFORNIA, LLC

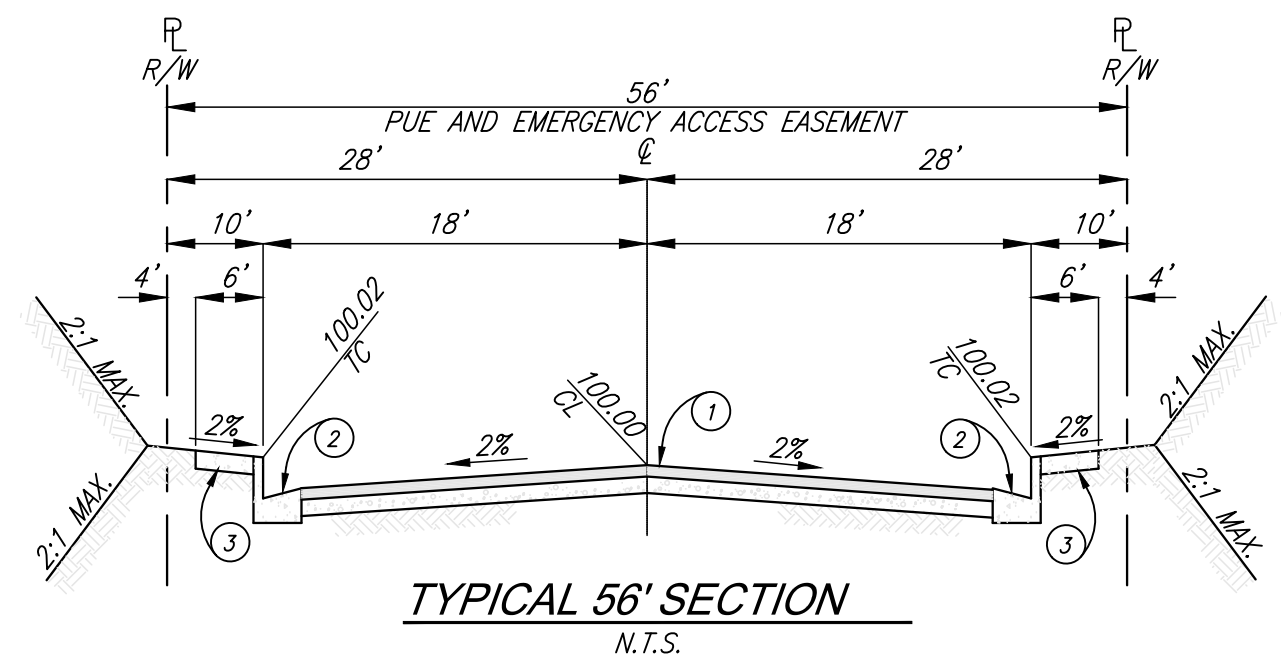
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CONSTRUCTION NOTES AND ESTIMATED QUANTITIES ITEM

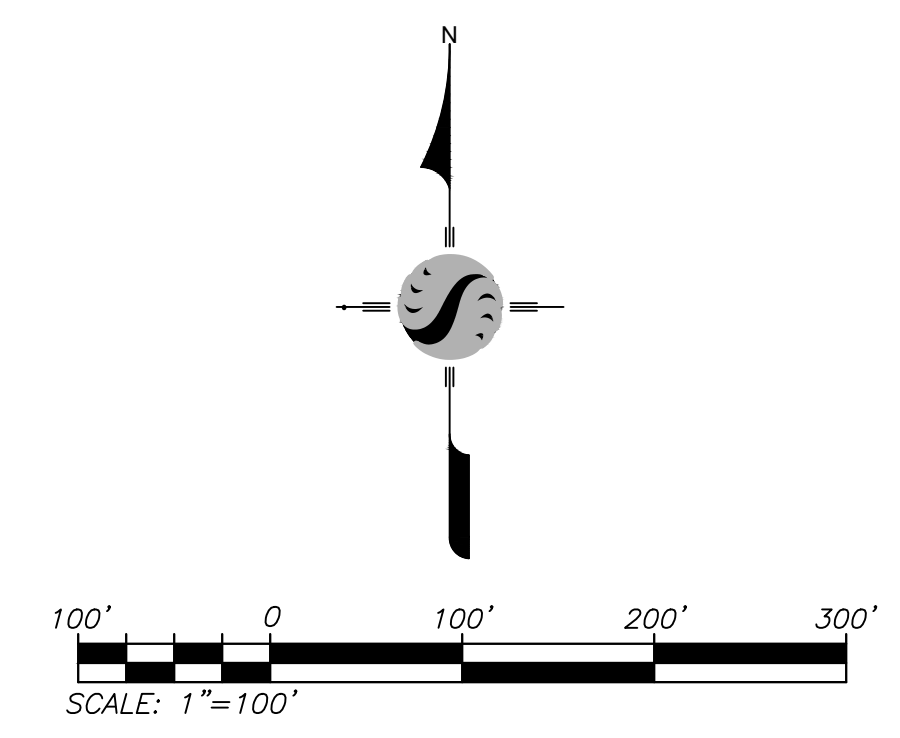
ITEM	DESCRIPTION	TOTAL
1	CONSTRUCT 3" A.C. OVER 6.5" CLASS II A.B. PER GEOTECH RECOMMENDATIONS.	93,474 S.F.
2	CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STANDARD NO. 200.	5,414 L.F.
3	CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401.	34,371 S.F.
4	INSTALL STREET NAME SIGN ON STREET LIGHT POLE PER RIVERSIDE COUNTY STD. NO. 815.	4 E.A.
5	INSTALL W14-2 "NO OUTLET" PER 2014 CA MUTCD	4 E.A.
6A	CONSTRUCT CURB RAMP (CASE A) PER DETAIL ON SHEET 8	6 E.A.
6	CONSTRUCT CURB RAMP (CASE B) PER DETAIL ON SHEET 8	8 E.A.
7	CONSTRUCT CROSS-GUTTER PER COUNTY OF RIVERSIDE STANDARD NO. 209.	4 E.A.
10	INSTALL STREET LIGHT PER DETAIL ON SHEET 8 LOCATE BASE 18" BEHIND CURB FLOWLINE AS SHOWN ON PLAN. PRIVATE STREET LIGHT PLANS PER SEPARATE SUBMITTAL AND PERMIT APPROVAL.	8 E.A.
13	INSTALL R1-1 "STOP SIGN" PER CALIFORNIA M.U.T.C.D.	4 E.A.
14	APPLY THERMOPLASTIC WHITE LIMIT LINE PER M.U.T.C.D., CA SUPPLEMENT, FIG. 3B-103	80 L.F.
15	THERMOPLASTIC "STOP" PAVEMENT MARKING PER 2014 CA MUTCD, FIG. 3B-23(CA).	4 E.A.
22	SAWCUT AND REMOVE EXISTING PAVEMENT AND AC BERM PER DETAIL ON SHEET 2.	440 L.F.
23	INSTALL IRRIGATION SLEEVES (1) 6" PVC CLASS 200 AND (2) 4" PVC CLASS 315 PIPE UNDER PAVEMENT AND HARDSCAPE. SLEEVES SHALL EXTEND A MINIMUM OF 6 INCHES BEYOND HARDSCAPE. IN-LINE FITTINGS, INCLUDING COUPLERS, SHALL NOT BE PERMITTED UNDER PAVEMENT/HARDSCAPE SURFACES EXCEPT WHERE THE SLEEVE LENGTH IS 20 FEET OR GREATER. THE ENDS OF SLEEVES SHALL BE CAPPED HAND-TIGHT UNTIL PIPING IS LAID. ALL SLEEVES SHALL HAVE A MINIMUM CLEARANCE OF SIX INCHES (6") FROM EACH OTHER. PARALLEL SLEEVES SHALL NOT BE INSTALLED DIRECTLY OVER ONE ANOTHER. SLEEVES SHALL BE IPS PRESSURE RATED PVC 1120 SDR 13.5 (CLASS 315) FOR 4" PIPE AND SHALL BE IPS PRESSURE RATED PVC 1120 SDR 21 (CLASS 200) FOR 6" PIPE SLEEVES SHALL BE INSTALLED AT DEPTH NO LESS THAN 24 INCHES FROM FINISH GRADE.	6" PVC = 200 L.F. 4" PVC = 400 L.F.
24	CONSTRUCT DRIVEWAY PER RIVERSIDE COUNTY STANDARD NO. 207 (W=16.5' UNLESS NOTED OTHERWISE)	59 E.A.



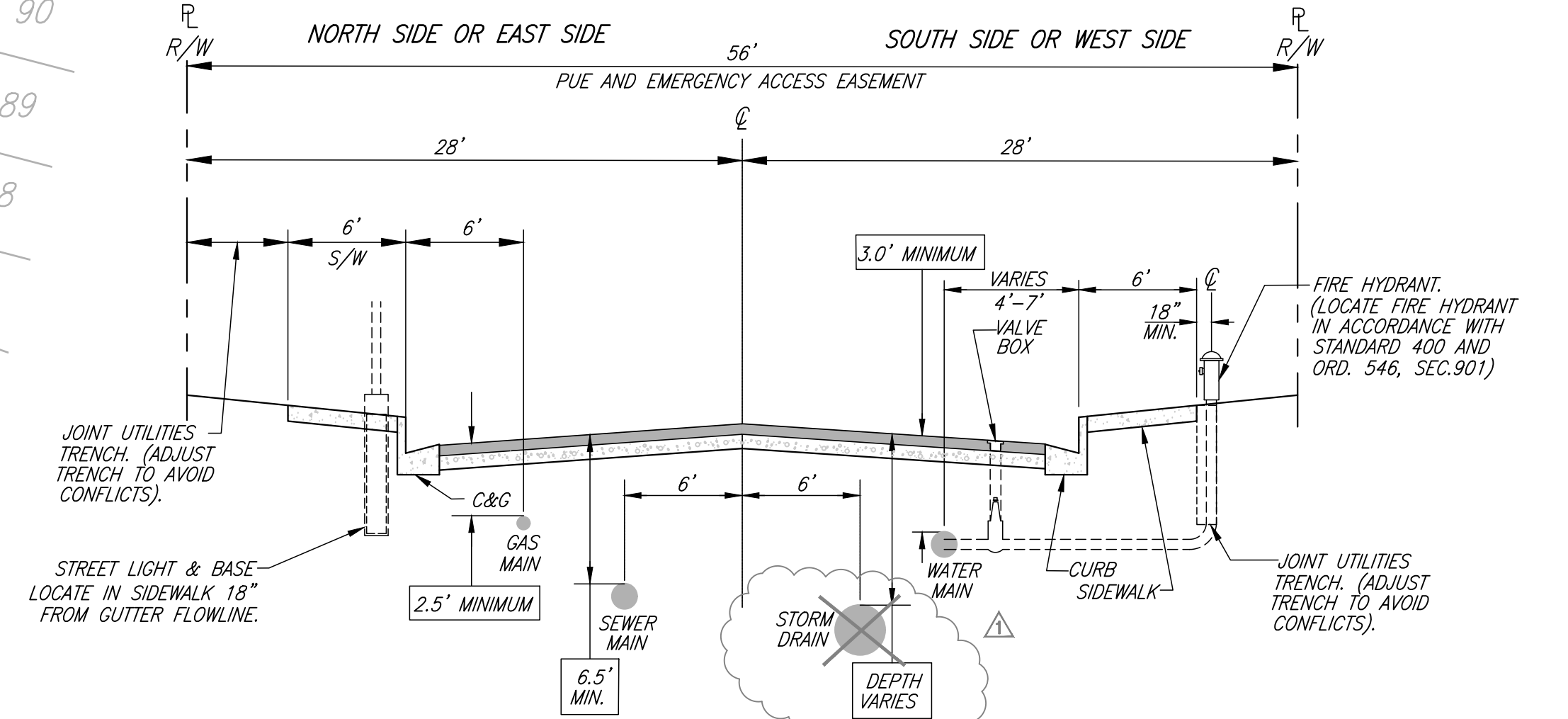
22 AC PAVEMENT MATCH AND OVERLAY NTS



TYPICAL 56' SECTION N.T.S. KIMBALL COURT, COLUMBUS COURT, MONROE COURT, CANFIELD COURT MODIFIED RIVERSIDE COUNTY STD. 106, SECTION A T.I. = 5.5, 0.25" A.C. W/SEAL COAT OVER 0.50" A.B. CL-2 PRELIM. "R" VALUE = 30



INDEX MAP



COUNTY OF RIVERSIDE UNDERGROUND UTILITY LOCATIONS STANDARD NO. 817 (MODIFIED TO MEET WATER SEPARATION REQUIREMENTS)

NOTE: ALL STREETS TO BE PRIVATE WITH THE EXCEPTION OF POTRERO BOULEVARD. POTRERO BOULEVARD IS A PUBLIC STREET. PRIVATE STREETS ARE TO HAVE PUBLIC UTILITY AND EMERGENCY ACCESS EASEMENTS.

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

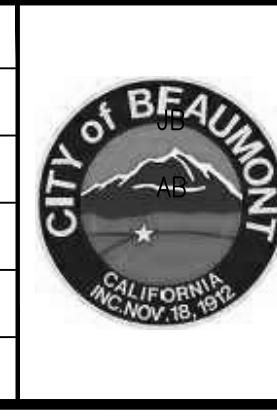
NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

BASIS OF BEARINGS: BEARING: N 27°39'52" E BENCHMARK: BENCHMARK ESTABLISHED BY THE COUNTY OF RIVERSIDE, 2.4 MILES WESTERLY ALONG U.S. HIGHWAY 60 FROM THE POST OFFICE AT BEAUMONT, RIVERSIDE COUNTY, AT A POINT WHERE THE HIGHWAY PASSES THROUGH A CUT, 97 FEET NORTH OF CENTERLINE OF THE OPPOSITE HIGHWAY ENGINEERS STATION 267+98; 16 FEET SOUTH OF THE NORTH RIGHT-OF-WAY FENCE, 16 FEET WEST OF RIGHT-OF-WAY FENCE CORNER, AND 18 FEET EAST OF POWER POLE #826632, A STANDARD DISC, STAMPED "U 448 RESET 1955" AND SET IN THE TOP OF A CONCRETE POST PROJECTING 0.5 FEET ABOVE GROUND. ELEV: 2448.129

REK.	DESCRIPTION	DATE
1	REVISED CONSTRUCTION NOTE NO. 10, REMOVED	8/18/20
2	CONSTRUCTION NOTE NO. 6A, REVISED QUANTITIES,	
3	REVISED UNDERGROUND UTILITY DETAIL.	10/7/2020

PREPARED BY: Stantec 735 E. CARNEGIE DR., #280 SAN BERNARDINO, CA 92405 909.335-6120 stantec.com

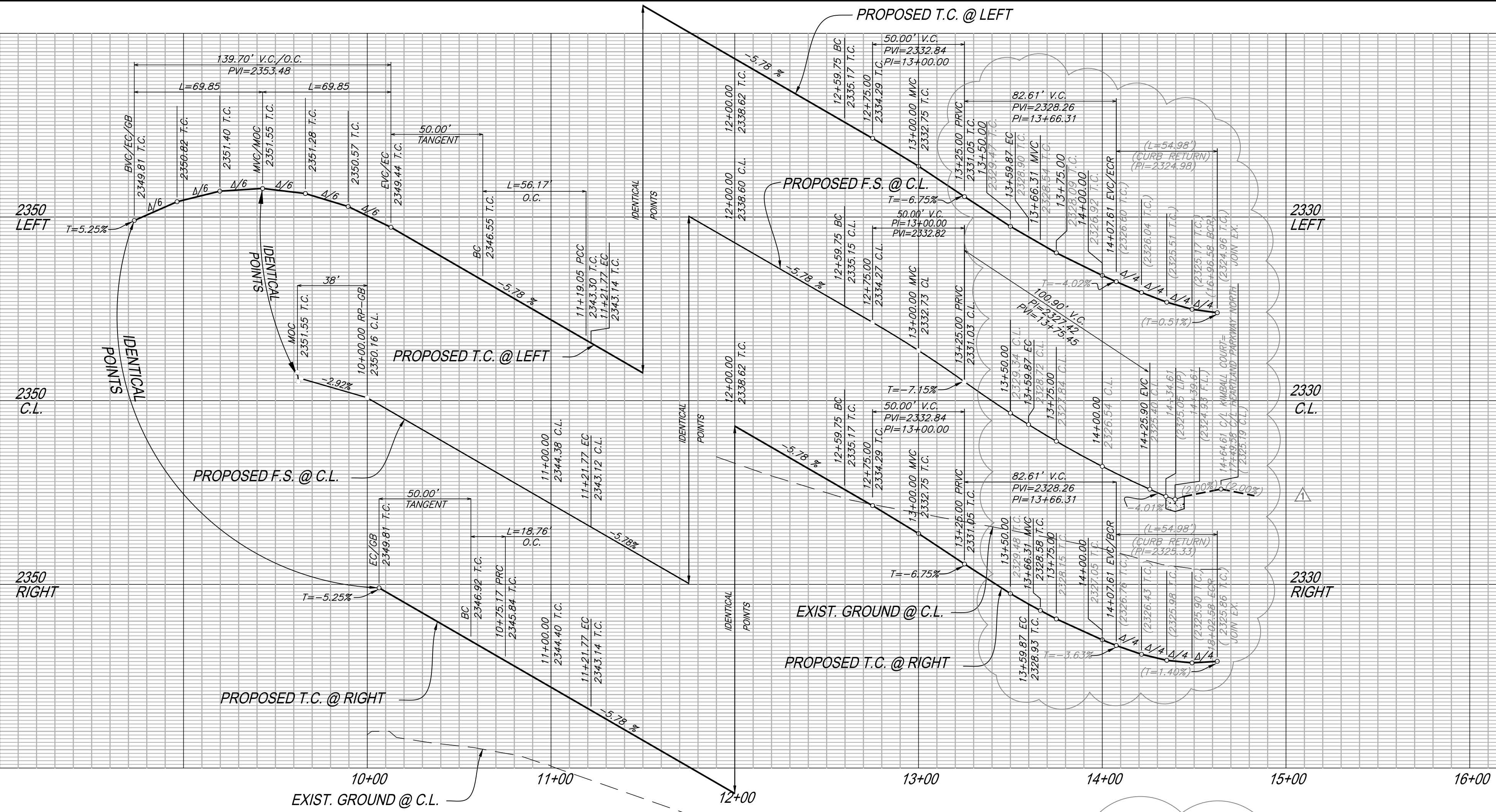
DESIGN BY: JB DRAWN BY: TA CHECKED BY: VAD SCALE: AS NOTED DATE: 09/28/20 JOB NUMBER: 2042495810



Reviewed By: _____ Date: _____ Recommended for Approval By: _____ Date: _____ Approved By: [Signature] Director of Public Works

CITY OF BEAUMONT, CALIFORNIA PRIVATE STREET IMPROVEMENT PLANS TRACT 27971-7 CONSTRUCTION NOTES, QUANTITIES & TYPICAL SECTIONS

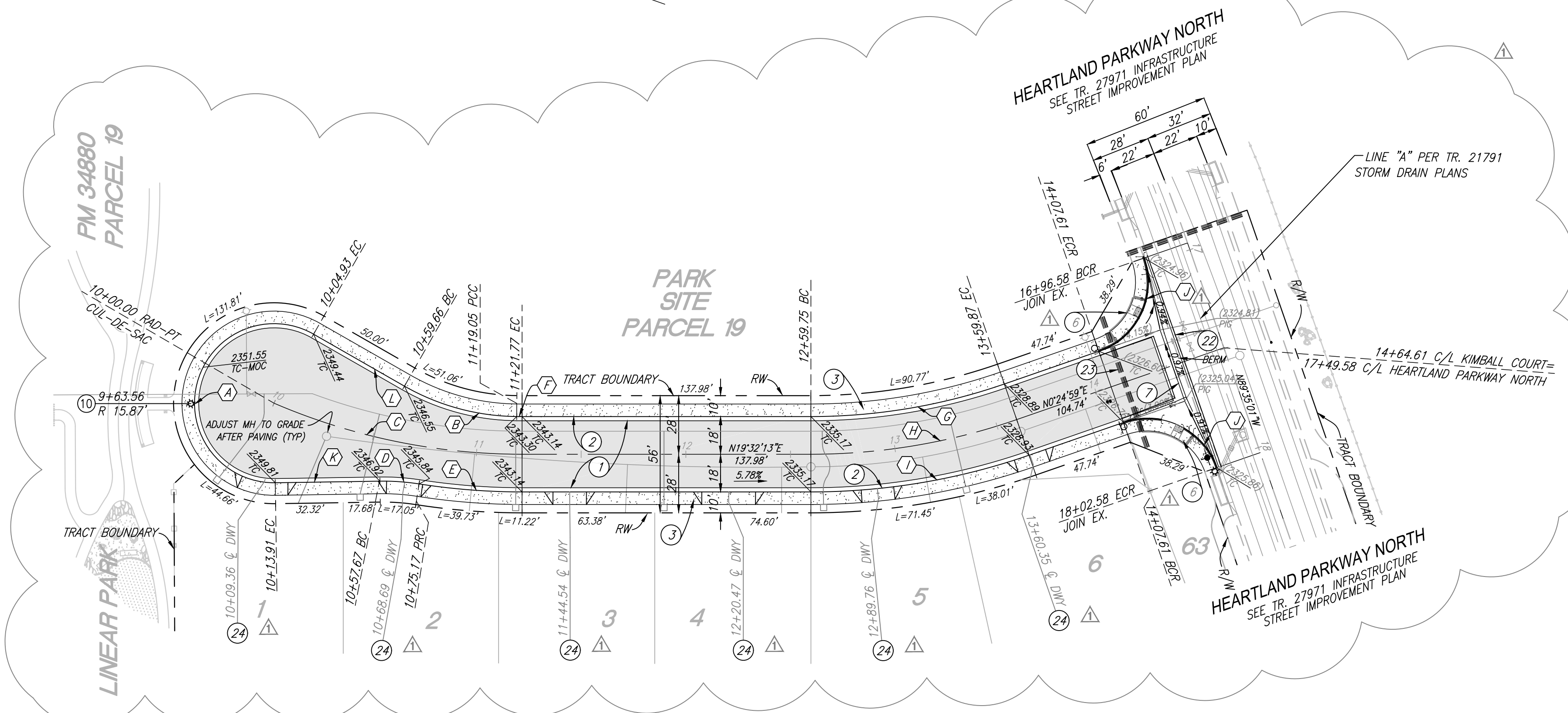
SHEET 2 OF 8 SHEETS DRAWING NAME: FILE NO.:



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

LINE & CURVE DATA				
NO.	BEARING/Delta	RADIUS	LENGTH	TANGENT
(A)	210°38'44"	38.00'	139.71'	---
(B)	29°15'22"	110.00'	56.17'	28.71'
(C)	23°15'24"	300.00'	121.77'	61.74'
(D)	09°46'11"	110.00'	18.76'	9.40'
(E)	08°53'59"	318.00'	49.39'	24.75'
(F)	00°31'10"	282.00'	2.56'	1.28'
(G)	19°07'14"	282.00'	94.11'	47.50'
(H)	19°07'14"	300.00'	100.12'	50.53'
(I)	19°07'14"	318.00'	106.12'	53.56'
(J)	90°00'00"	35.00'	54.98'	35.00'
(K)	N18°40'01"E	---	50.00'	---
(L)	N49°18'45"E	---	50.00'	---

- CONSTRUCTION NOTES:**
- CONSTRUCT 3" A.C. OVER 6.5" CLASS II A.B. PER GEOTECH RECOMMENDATIONS.
 - CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STANDARD NO. 200.
 - CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401.
 - CONSTRUCT CURB RAMP (CASE A) PER DETAIL ON SHEET 8.
 - CONSTRUCT CURB RAMP (CASE B) PER DETAIL ON SHEET 8.
 - CONSTRUCT CROSS-GUTTER PER COUNTY OF RIVERSIDE STANDARD NO. 209.
 - INSTALL STREET LIGHT PER DETAIL ON SHEET 8 LOCATE BASE 18" BEHIND CURB FLOWLINE AS SHOWN ON PLAN. PRIVATE STREET LIGHT PLANS PER SEPARATE SUBMITAL AND PERMIT APPROVAL.
 - SAWCUT AND REMOVE EXISTING PAVEMENT AND AC BERM PER DETAIL ON SHEET 2.
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 - CONSTRUCT DRIVEWAY PER RIVERSIDE COUNTY STANDARD NO. 207 (W=16.5' UNLESS NOTED OTHERWISE).



KIMBALL COURT

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

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811
Know what's below.
Call before you dig.

BASIS OF BEARINGS:
DESCRIPTION: THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
BENCHMARK ESTABLISHED BY THE COUNTY OF RIVERSIDE, 2.4 MILES WESTERLY ALONG U.S. HIGHWAY 60 FROM THE POST OFFICE AT BEAUMONT, RIVERSIDE COUNTY, AT A POINT WHERE THE HIGHWAY PASSES THROUGH A CUT, 97 FEET NORTH OF CENTERLINE OF THE OPPOSITE HIGHWAY ENGINEERS STATION 267+98; 16 FEET SOUTH OF THE NORTH RIGHT-OF-WAY FENCE, 16 FEET WEST OF RIGHT-OF-WAY FENCE CORNER, AND 18 FEET EAST OF POWER POLE #B26632. A STANDARD DISC, STAMPED "148 RESET 1955" AND SET IN THE TOP OF A CONCRETE POST PROJECTING 0.5 FEET ABOVE GROUND. STAMPED U-448-1955 ELEV: 2448.129

REK.	DESCRIPTION	DATE
1	UPDATED PROFILE PER EXISTING CURB RETURN, AS BUILT REVISIONS, UPDATED CONSTRUCTION NOTE NO. 10, REMOVED CONSTRUCTION NOTE NO. 6A, ADDED CONSTRUCTION NOTE NO. 6, REVISED DRIVEWAY LOCATION PER PLOT PLAN	8/18/20
2		10/7/2020

PREPARED BY: **Stantec**
735 E. CARNegie DR., #280
SAN BERNARDINO, CA 92405
909.335.6120
stantec.com

DESIGN BY: JEB
DRAWN BY: TA
CHECKED BY: VAD
SCALE: AS NOTED
DATE: 09/28/20
JOB NUMBER: 2042495810

SEAL: **CITY OF BEAUMONT**
CALIFORNIA
PROFESSIONAL ENGINEER
No. 57835
DATE: 09/28/20

Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: *Jeffrey D. Harts* Date: 10/20/2020
Director of Public Works

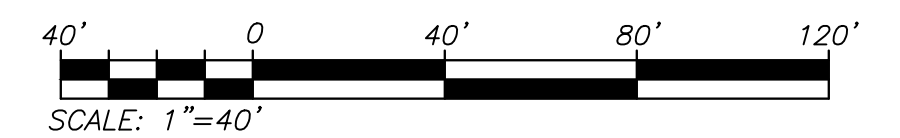
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
PRIVATE STREET IMPROVEMENT PLANS
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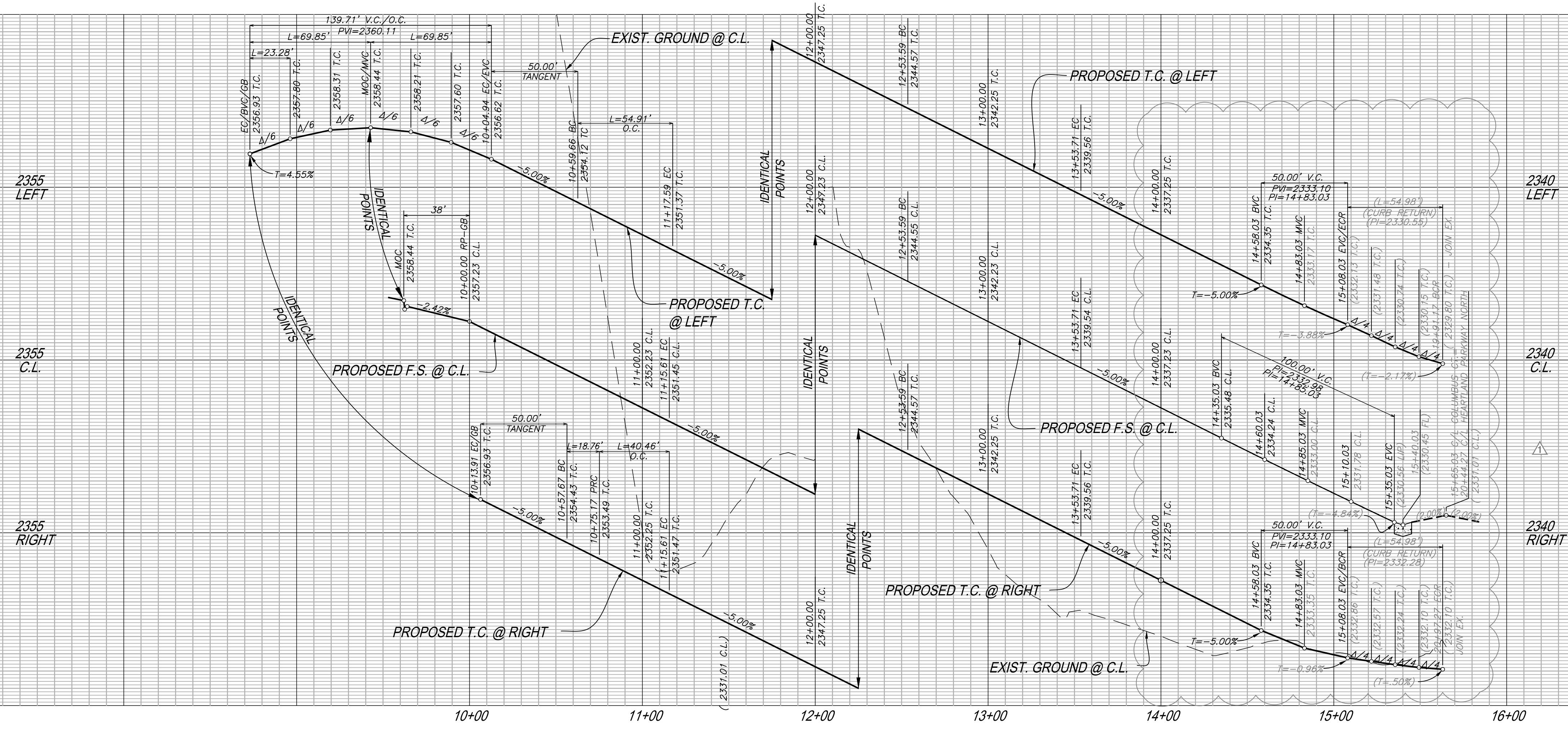
KIMBALL COURT
STA. 10+00.00 TO STA. 14+64.61

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OF 8 SHEETS
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FILE NO.:

FOR: RSI COMMUNITIES-CALIFORNIA, LLC



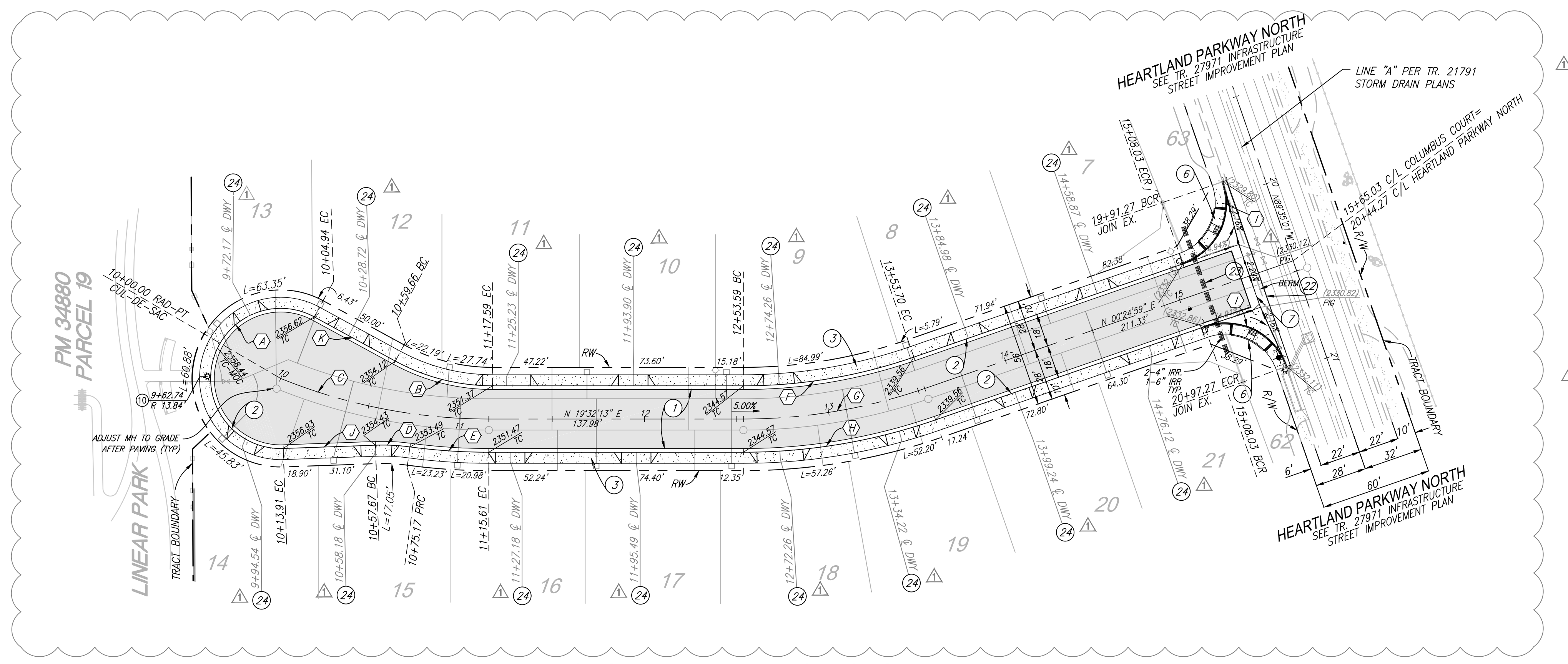
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By: rskennel
Printed: Sep 28, 2020 - 11:25am



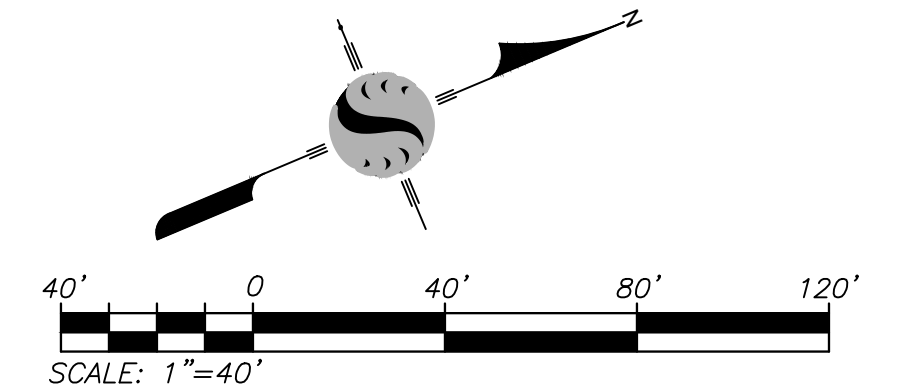
PROFILE SCALE:
HORIZ. 1"=40'
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LINE & CURVE DATA			
NO.	BEARING/DELTA	RADIUS	LENGTH
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 - CONSTRUCT DRIVEWAY PER RIVERSIDE COUNTY STANDARD NO. 207 (W=16.5' UNLESS NOTED OTHERWISE)



COLUMBUS COURT



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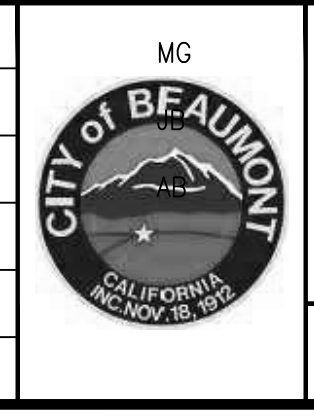
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REK.	DESCRIPTION	DATE
1	UPDATED PROFILE PER EXISTING CURB RETURN, AS BUILT REVISIONS, UPDATED CONSTRUCTION NOTE NO.	8/18/20
2	10. REVISED DRIVEWAY LOCATION PER PLOT PLAN	10/7/2020

PREPARED BY: **Stantec**
735 E. CARNEGIE DR., #200
SAN BERNARDINO, CA 92405
909.335.6120
stantec.com

DATE: 29 SEP 2020

DESIGN BY: JB
DRAWN BY: TA
CHECKED BY: VAD
SCALE: AS NOTED
DATE: 08/28/20
JOB NUMBER: 2042495810



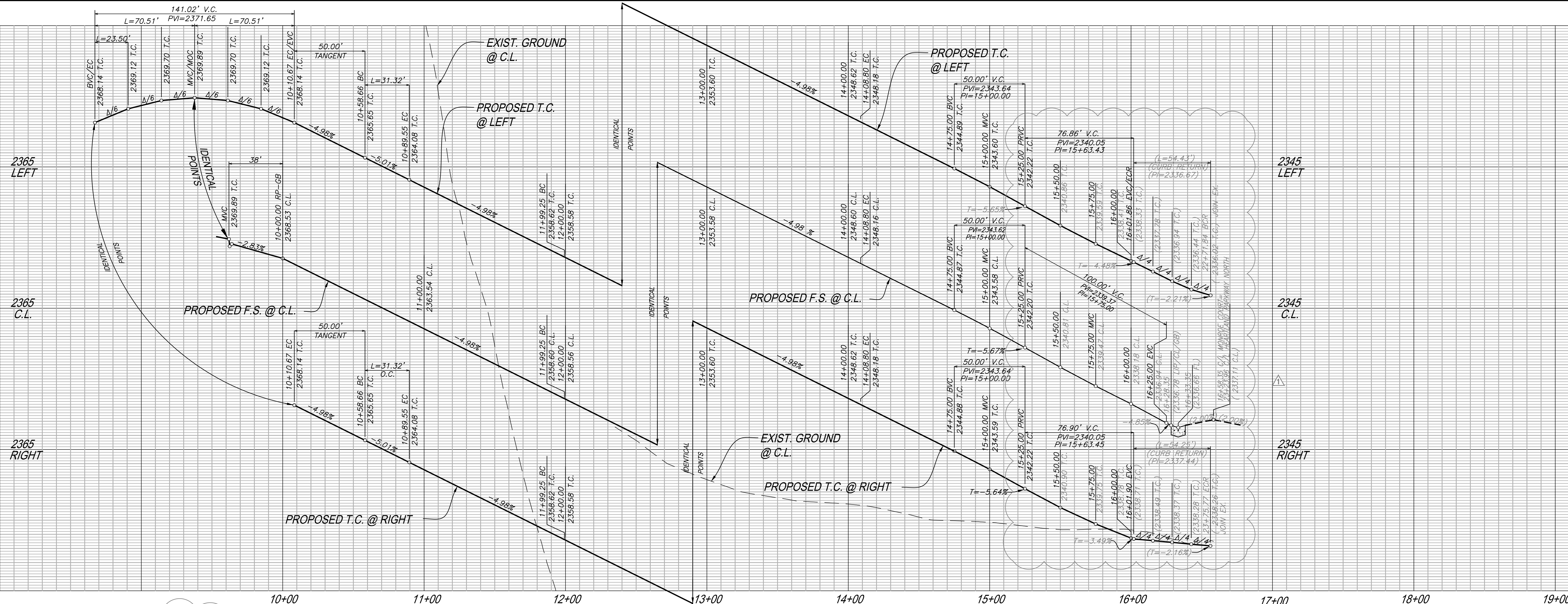
Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: *J. D. Harts* Date: 10/20/2020
Director of Public Works

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
PRIVATE STREET IMPROVEMENT PLANS
TRACT 27971-7
COLUMBUS COURT
STA. 10+00.00 TO STA. 15+65.03

SHEET
4
OF 8 SHEETS
DRAWING NAME:
FILE NO.:

FOR: RSI COMMUNITIES-CALIFORNIA, LLC

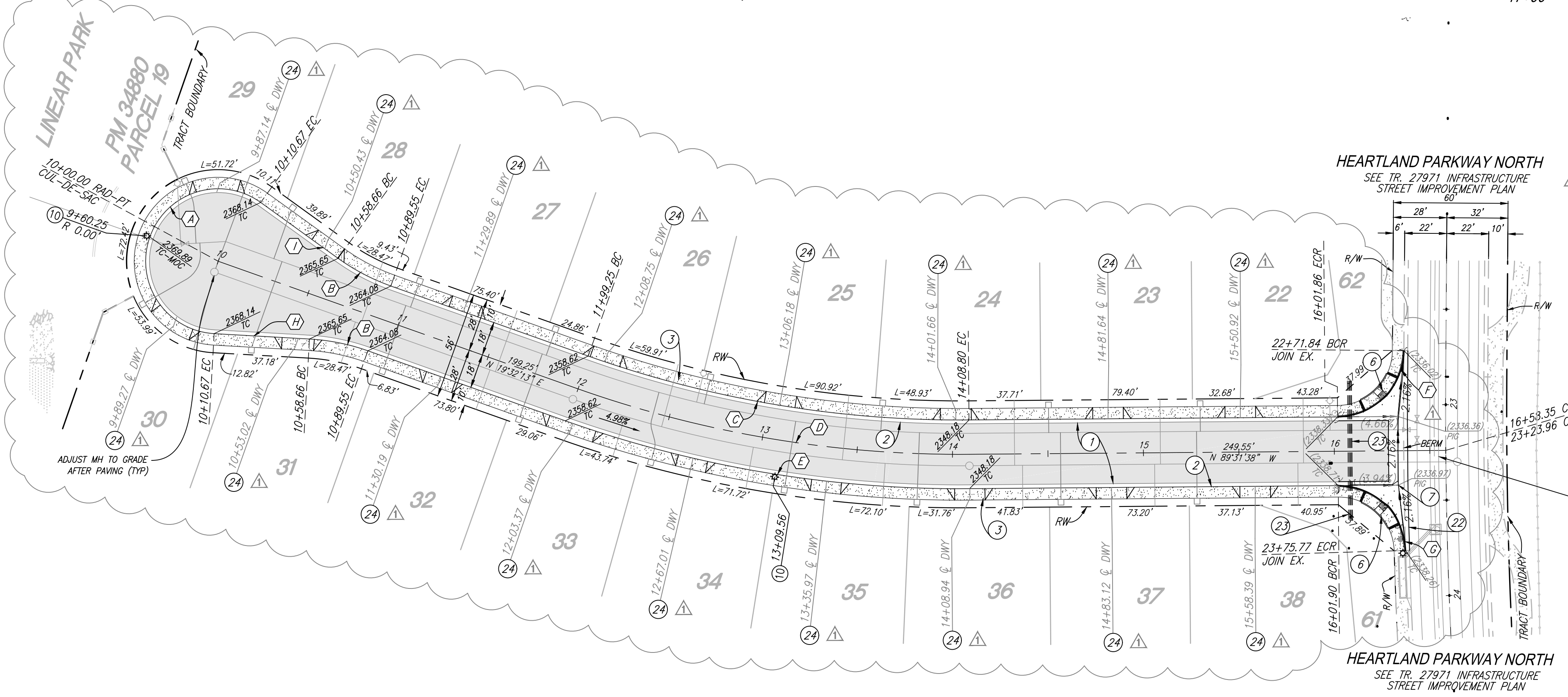


PROFILE SCALE:
HORIZ: 1"=40'
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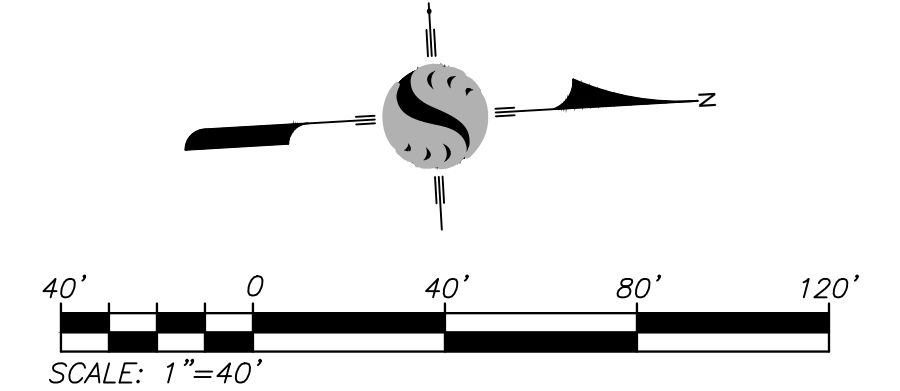
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- 22 SAWCUT AND REMOVE EXISTING PAVEMENT AND AC BERM PER DETAIL ON SHEET 2.
- 23 INSTALL IRRIGATION SLEEVES. (1) 6" PVC CLASS 200 AND (2) 4" PVC CLASS 315 PIPE UNDER PAVEMENT AND HARDSCAPE. SLEEVES SHALL EXTEND A MINIMUM OF 6 INCHES BEYOND HARDSCAPE. IN-LINE FITTINGS, INCLUDING COUPLINGS, SHALL NOT BE PERMITTED UNDER PAVEMENT/HARDSCAPE SURFACES EXCEPT WHERE THE SLEEVE LENGTH IS 20 FEET OR GREATER. THE ENDS OF SLEEVES SHALL BE CAPPED HAND-TIGHT UNTIL PRING IS LAID. ALL SLEEVES SHALL HAVE A MINIMUM CLEARANCE OF SIX INCHES (6") FROM EACH OTHER. PARALLEL SLEEVES SHALL NOT BE INSTALLED DIRECTLY OVER ONE ANOTHER. SLEEVES SHALL BE IPS PRESSURE RATED PIG 1120 SDR 13.5 (CLASS 315) FOR 4" PIPE AND SHALL BE IPS PRESSURE RATED PIG 1120 SDR 21 (CLASS 200) FOR 6" PIPE SLEEVES SHALL BE INSTALLED AT DEPTH NO LESS THAN 24 INCHES FROM FINISH GRADE.
- 24 CONSTRUCT DRIVEWAY PER RIVERSIDE COUNTY STANDARD NO. 207 (W=16.5' UNLESS NOTED OTHERWISE)

NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
(A)	212°37'23"	38.00'	141.02'	---
(B)	16°18'41"	110.00'	31.32'	15.76'
(C)	20°00'35"	582.00'	203.26'	102.67'
(D)	20°00'35"	600.00'	209.54'	105.85'
(E)	20°00'35"	618.00'	215.83'	109.02'
(F)	89°06'39"	35.00'	54.43'	34.46'
(G)	88°48'28"	35.00'	54.25'	34.28'
(H)	N03°13'32"E	---	50.00'	---
(I)	N35°50'55"E	---	50.00'	---



MONROE COURT



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

NOTE:
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811
Know what's below.
Call before you dig.

BEARING: N 27°39'52" E

BASIS OF BEARINGS:
DESCRIPTION: THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".

BENCHMARK:
BENCHMARK ESTABLISHED BY THE COUNTY OF RIVERSIDE, 2.4 MILES WESTERLY ALONG U.S. HIGHWAY 60 FROM THE POST OFFICE AT BEAUMONT, RIVERSIDE COUNTY, AT A POINT WHERE THE HIGHWAY PASSES THROUGH A CUT, 97 FEET NORTH OF CENTERLINE OF THE OPPOSITE HIGHWAY ENGINEERS STATION 267+98; 16 FEET SOUTH OF THE NORTH RIGHT-OF-WAY FENCE, 16 FEET WEST OF RIGHT-OF-WAY FENCE CORNER, AND 18 FEET EAST OF POWER POLE #826632. A STANDARD DISC, STAMPED "1448 RESET 1955" AND SET IN THE TOP OF A CONCRETE POST PROJECTING 0.5 FEET ABOVE GROUND. STAMPED U-448-1955 ELEV: 2448.129

REK.	DESCRIPTION	DATE
1	UPDATED PROFILE PER EXISTING CURB RETURN, AS BUILT REVISIONS, UPDATED CONSTRUCTION NOTE NO. 10, REVISED DRIVEWAY LOCATION PER PLOT PLAN	8/18/20
2		10/7/2020

PREPARED BY: **Stantec**
735 E. CARNESIDE DR., #280
SAN BERNARDINO, CA 92405
909.335-6120
stantec.com

DATE: 29 SEP 2020

ENGINEER: NED ARAUJO
R.C.E. 57835

DESIGN BY: JB
DRAWN BY: TA
CHECKED BY: VAD
SCALE: AS NOTED
DATE: 09/28/20
JOB NUMBER: 2042495810

SEAL: NED ARAUJO
No. 57835
CIVIL
STATE OF CALIFORNIA

CITY OF BEAUMONT
CALIFORNIA
MAY 19 1917

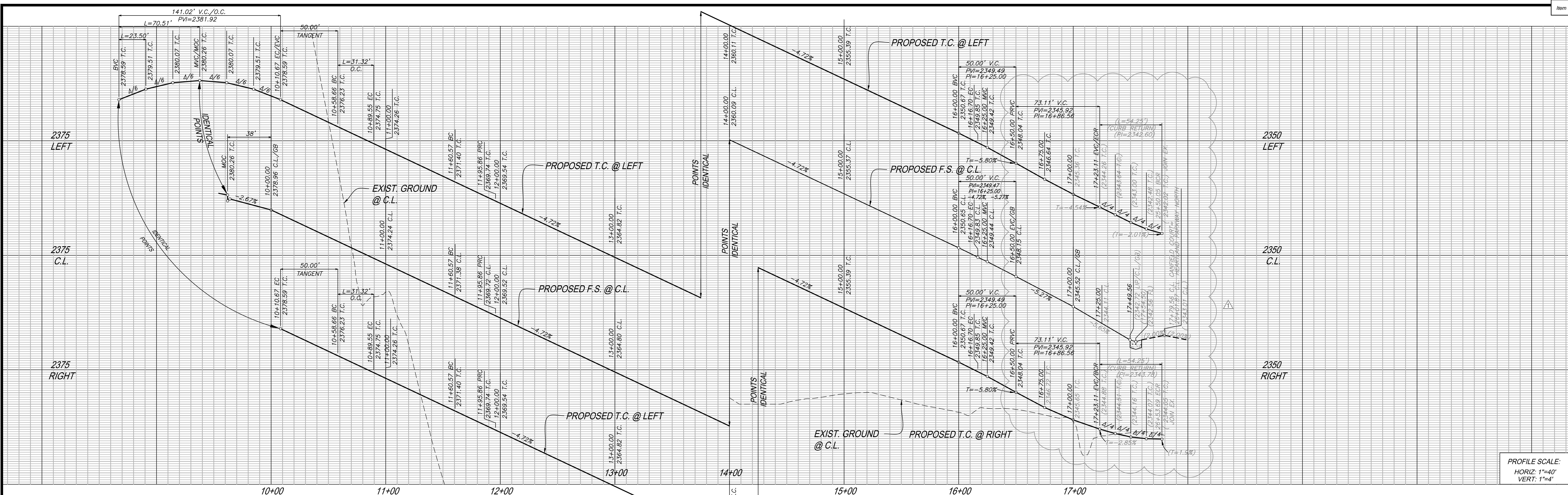
Reviewed By: _____ Date: _____
Recommended for Approval By: *John D. Harts* Date: _____
Approved By: _____ Date: 10/20/2020
Director of Public Works

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
PRIVATE STREET IMPROVEMENT PLANS
TRACT 27971-7
MONROE COURT
STA. 10+00.00 TO STA. 16+58.35

SHEET
5
OF 8 SHEETS
DRAWING NAME:
FILE NO.:

FOR: RSI COMMUNITIES-CALIFORNIA, LLC

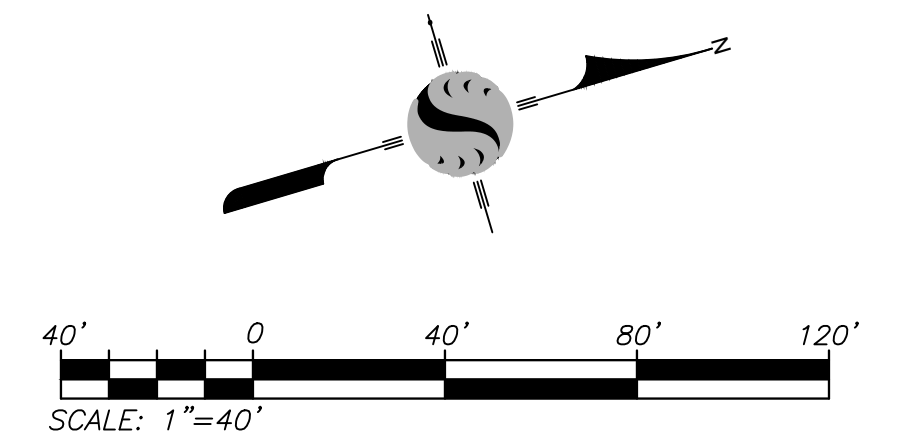
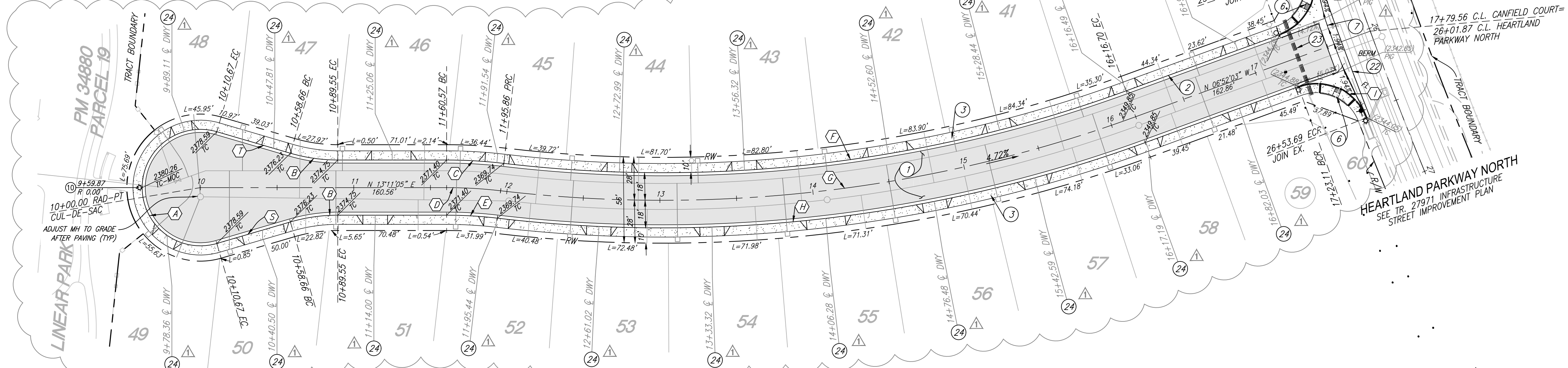


PROFILE SCALE:
HORIZ. 1"=40'
VERT. 1"=4'

NO.	BEARING/DELTA	CURVE DATA	RADIUS	LENGTH	TANGENT
A	212°37'23"		38.00'	141.02'	---
B	16°18'41"		110.00'	31.32'	15.76'
C	06°44'21"		318.00'	37.40'	18.72'
D	06°44'21"		300.00'	35.29'	17.66'
E	06°44'21"		282.00'	33.17'	16.60'
F	26°47'30"		882.00'	412.42'	210.05'
G	26°47'30"		900.00'	420.84'	214.34'
H	26°47'30"		918.00'	429.26'	218.63'
I	88°48'28"		35.00'	54.25'	34.28'
S	N03°07'36"W		---	50.00'	---
T	N29°29'46"E		---	50.00'	---

CONSTRUCTION NOTES:

- CONSTRUCT 3" A.C. OVER 6.5" CLASS II A.B. PER GEOTECH RECOMMENDATIONS.
- CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STANDARD NO. 200.
- CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401.
- CONSTRUCT CURB RAMP (CASE B) PER DETAIL ON SHEET 8
- CONSTRUCT CROSS-GUTTER PER COUNTY OF RIVERSIDE STANDARD NO. 209.
- INSTALL STREET LIGHT PER DETAIL ON SHEET 8 LOCATE BASE 18" BEHIND CURB FLOWLINE AS SHOWN ON PLAN. PRIVATE STREET LIGHT PLANS PER SEPARATE SUBMITTAL AND PERMIT APPROVAL.
- SAWCUT AND REMOVE EXISTING PAVEMENT AND AC BERM PER DETAIL ON SHEET 2.
- INSTALL IRRIGATION SLEEVES, (1) 6" PVC CLASS 200 AND (2) 4" PVC CLASS 315 PIPE UNDER PAVEMENT AND HARDSCAPE. SLEEVES SHALL EXTEND A MINIMUM OF 6 INCHES BEYOND HARDSCAPE. IN-LINE FITTINGS, INCLUDING COUPLINGS, SHALL NOT BE PERMITTED UNDER PAVEMENT/HARDSCAPE SURFACES EXCEPT WHERE THE SLEEVE LENGTH IS 20 FEET OR GREATER. THE ENDS OF SLEEVES SHALL BE CAPPED HAND-TIGHT UNTIL PIPING IS LAID. ALL SLEEVES SHALL HAVE A MINIMUM CLEARANCE OF SIX INCHES (6") FROM EACH OTHER. PARALLEL SLEEVES SHALL NOT BE INSTALLED DIRECTLY OVER ONE ANOTHER. SLEEVES SHALL BE IPS PRESSURE RATED PVC 1120 SDR 13.5 (CLASS 315) FOR 4" PIPE AND SHALL BE IPS PRESSURE RATED PVC 1120 SDR 21 (CLASS 200) FOR 6" PIPE. SLEEVES SHALL BE INSTALLED AT DEPTH NO LESS THAN 24 INCHES FROM FINISH GRADE.
- CONSTRUCT DRIVEWAY PER RIVERSIDE COUNTY STANDARD NO. 207 (W=16.5' UNLESS NOTED OTHERWISE).



DWG: 1/12/2020 (12/24/2019) Working (Sheet) File: 082810c-20171512.DWG
 By: rslmms
 Date: Sep 28, 2020 - 11:27am



BASIS OF BEARINGS:
DESCRIPTION: THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
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ELEV: 2448.129

REK.	DESCRIPTION	DATE
10	UPDATED PROFILE PER EXISTING CURB RETURN, AS BUILT REVISIONS, UPDATED CONSTRUCTION NOTE NO.	8/18/20
10	REVISED DRIVEWAY LOCATION PER PLOT PLAN	10/7/2020

PREPARED BY: **Stantec**
735 E. CARNSIDE DR., #280
SAN BERNARDINO, CA 92405
909.335-6120
stantec.com

DATE: 29 SEP 2020
R.C.E. 57835

DESIGN BY: JEB
DRAWN BY: TA
CHECKED BY: VAD
SCALE: AS NOTED
DATE: 09/28/20
JOB NUMBER: 2042495810



Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: *Jeffrey D. Harts* Date: 10/20/2020
Director of Public Works

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
PRIVATE STREET IMPROVEMENT PLANS
TRACT 27971-7
CANFIELD COURT
STA. 10+00.00 TO STA. 17+79.56

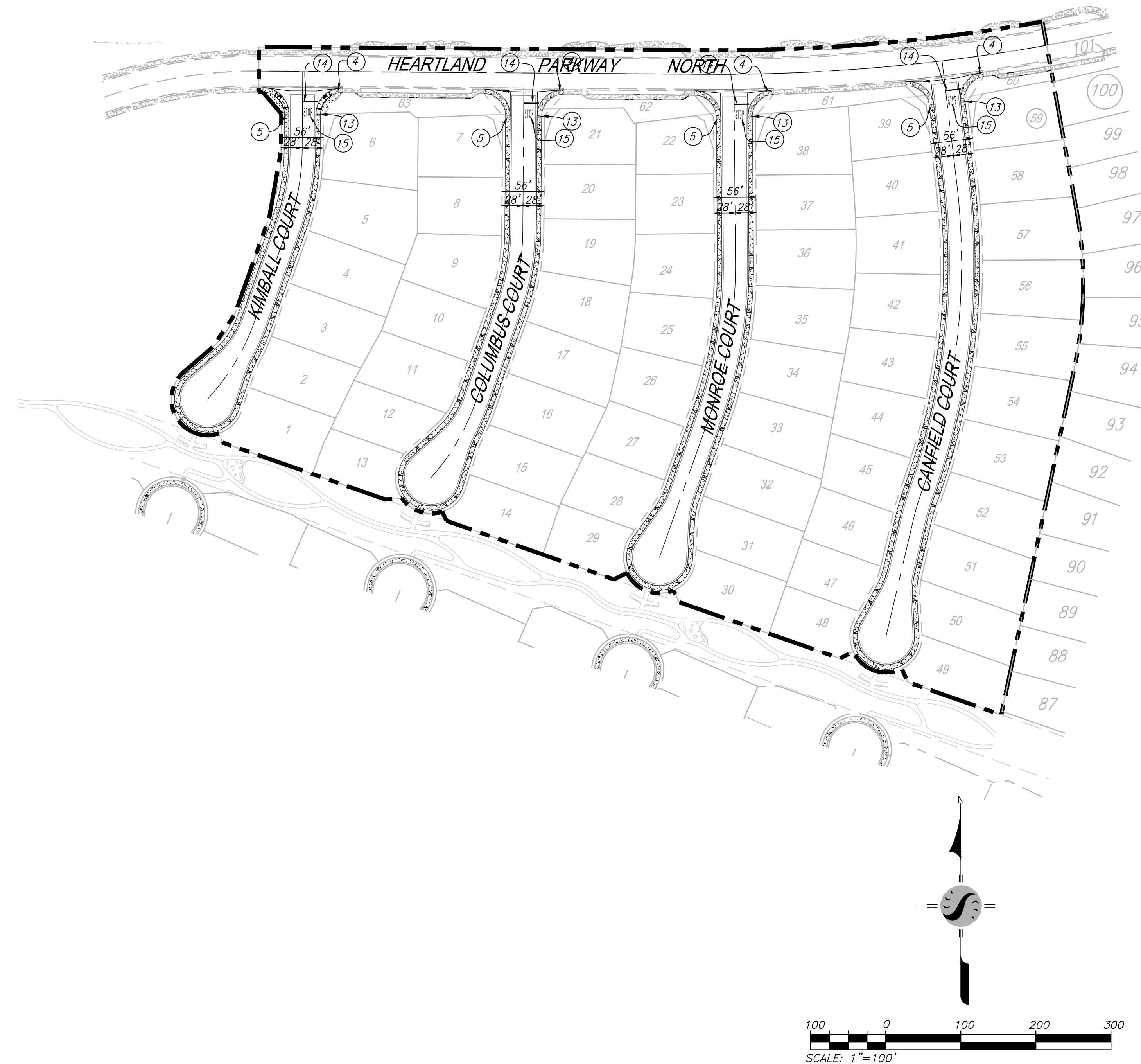
SHEET
6
OF 8 SHEETS
DRAWING NAME:
FILE NO.:

GENERAL SIGNAGE/STRIPING NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION, AND RIVERSIDE COUNTY STANDARD PLANS, LATEST EDITION HEREAFTER REFERRED TO AS THE STANDARD SPECIFICATIONS AND STANDARD PLANS UNLESS OTHERWISE SPECIFIED.
2. TRAFFIC STRIPES, RAISED PAVEMENT MARKERS AND SIGNS, (EXCEPT PAVEMENT LEGENDS), SHALL COMPLY WITH THE 2003 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), AND THE 2003 MUTCD CALIFORNIA SUPPLEMENT.
3. PAVEMENT LEGENDS SHALL EXACTLY MATCH THE CITY OF BEAUMONT STANDARD STENCILS.
4. RAISED PAVEMENT MARKERS SHALL CONFORM TO THE PROVISIONS IN SECTION 85 OF THE STATES STANDARD SPECIFICATIONS, ENTITLED "PAVEMENT MARKERS". ADHESIVE FOR PAVEMENT MARKERS SHALL CONFORM TO THE PROVISIONS IN SECTION 95-2.04 OF CALTRANS STANDARD SPECIFICATIONS (JULY 2002 EDITION) ENTITLED "RAPID SET EPOXY ADHESIVE FOR PAVEMENT MARKERS".
5. THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS SHALL CONFORM TO THE SECTION 84-2, ENTITLED "THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS", AS SPECIFIED IN THE CALTRANS STANDARD SPECIFICATIONS (JULY 2002 EDITION).
6. ALL TRAFFIC STRIPING, PAVEMENT LEGENDS AND RAISED PAVEMENT MARKERS THAT CONFLICT OR CONFUSE TRAFFIC AS A RESULT OF THE NEWLY INSTALLED WORK SHOWN ON THIS PLAN SHALL REMOVED BY WET SANDBLASTING OR GRINDING AS DIRECTED BY THE ENGINEER.
7. DEBRIS FROM REMOVAL OPERATIONS SHALL BE CONTAINED WITHIN THE WORK AREA AND THE CONTRACTOR SHALL TAKE PRECAUTIONS NECESSARY TO PROTECT PERSONS AND PROPERTY ADJACENT TO THE SANDBLASTING OPERATIONS. THE DEBRIS RESULTING FROM THE SANDBLASTING SHALL BE IMMEDIATELY REMOVED AND DISPOSED OF BY THE CONTRACTOR. DEBRIS WITHIN THE ROADWAY SHALL BE REMOVED BY MECHANICAL SWEEPING OR HIGH-POWER VACUUM.
8. SCARRED PAVEMENT SURFACES RESULTING FROM REMOVAL OPERATIONS SHALL BE SEALED WITH ASPHALT PAINT CONFORMING TO SECTION 203-8 OF THE STANDARD SPECIFICATIONS. SCARRED AREAS RESULTING FROM WORD OR GRAPHIC LEGEND REMOVAL SHALL BE FULLY COVERED WITH AN ASPHALTIC PAINTED SQUARE OR RECTANGULAR SHAPE THAT COMPLETELY OBLITERATES THE OLD LEGEND FORM.
9. ALL SIGNS SHALL CONFORM TO SECTION 56-2, ENTITLED "ROADSIDE SIGNS", AS SPECIFIED IN THE CALTRANS STANDARD SPECIFICATIONS (JULY 2002 EDITION). SIGNS SHALL BE REFLECTORIZED SHEET ALUMINUM USING HIGH INTENSITY GRADE SHEETING WITH 3M #1150 PROTECTIVE OVERLAY FILM OR APPROVED EQUAL. ALL SIGNS SHALL BE MOUNTED WITH THEFT/VANDA-PROOF FASTENERS.
10. ALL SIGNS SHALL BE STANDARD SIZE IN ACCORDANCE WITH THE 2003 MUTCD AND THE 2003 MUTCD CALIFORNIA SUPPLEMENT, EXCEPT PARKING RELATED SIGNS SHALL BE 12'X18".
11. PER GOVERNMENT CODE SECTION 4216, IF THE WORK IN AN AREA WHICH IS KNOWN, OR REASONABLY SHOULD KNOW, TO CONTAIN SUBSURFACE INSTALLATIONS, CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (U.S.A.) AT 1-800-227-2600 AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER AT LEAST TWO WORKING DAYS (48 HOURS) PRIOR TO COMMENCING ANY WORK THAT PENETRATES THE EXISTING SURFACE.
12. STRIPING LAYOUT SHALL BE APPROVED BY THE CITY PUBLIC WORKS DEPARTMENT PRIOR TO APPLICATION OF THE THERMOPLASTIC MATERIAL. CONTACT THE CITY PUBLIC WORKS DEPARTMENT CITY INSPECTOR AT (951) 769-8520 EXT. 250 (BEAUMONT) 2 WORKING DAYS PRIOR TO LAYOUT.
13. STEEL SIGN POSTS INSTALLED IN CONCRETE AREAS SHALL BE INSTALLED IN PVC SLEEVES TO FACILITATE REPLACEMENT. ALL POSTS SHALL BE 2" TELSAR POSTS UNLESS NOTED OTHERWISE.

CONSTRUCTION NOTES

4. INSTALL STREET NAME SIGN PER RIVERSIDE COUNTY STD. NO. 815.
5. INSTALL W14-2 "NO OUTLET" PER 2014 CA MUTCD.
13. INSTALL R1-1 "STOP SIGN" PER CALIFORNIA M.U.T.C.D.
14. APPLY THERMOPLASTIC WHITE LIMIT LINE PER M.U.T.C.D., CA SUPPLEMENT, FIG. 3B-103
15. THERMOPLASTIC "STOP" PAVEMENT MARKING PER 2014 CA MUTCD, FIG. 3B-23(CA).



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ELEV: 2448.129

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY

PREPARED BY: **Stantec**
735 E. CARNEGIE DR., #280
SAN BERNARDINO, CA 92405
909.335-6120 stantec.com

DESIGNED BY: JEB
DRAWN BY: TA
CHECKED BY: VAD
SCALE: AS NOTED
DATE: 09/28/20
JOB NUMBER: 2042495810

SEAL:

29 SEP 2020

MG

Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: Jeffrey D. Harts Director of Public Works Date: 10/20/2020

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

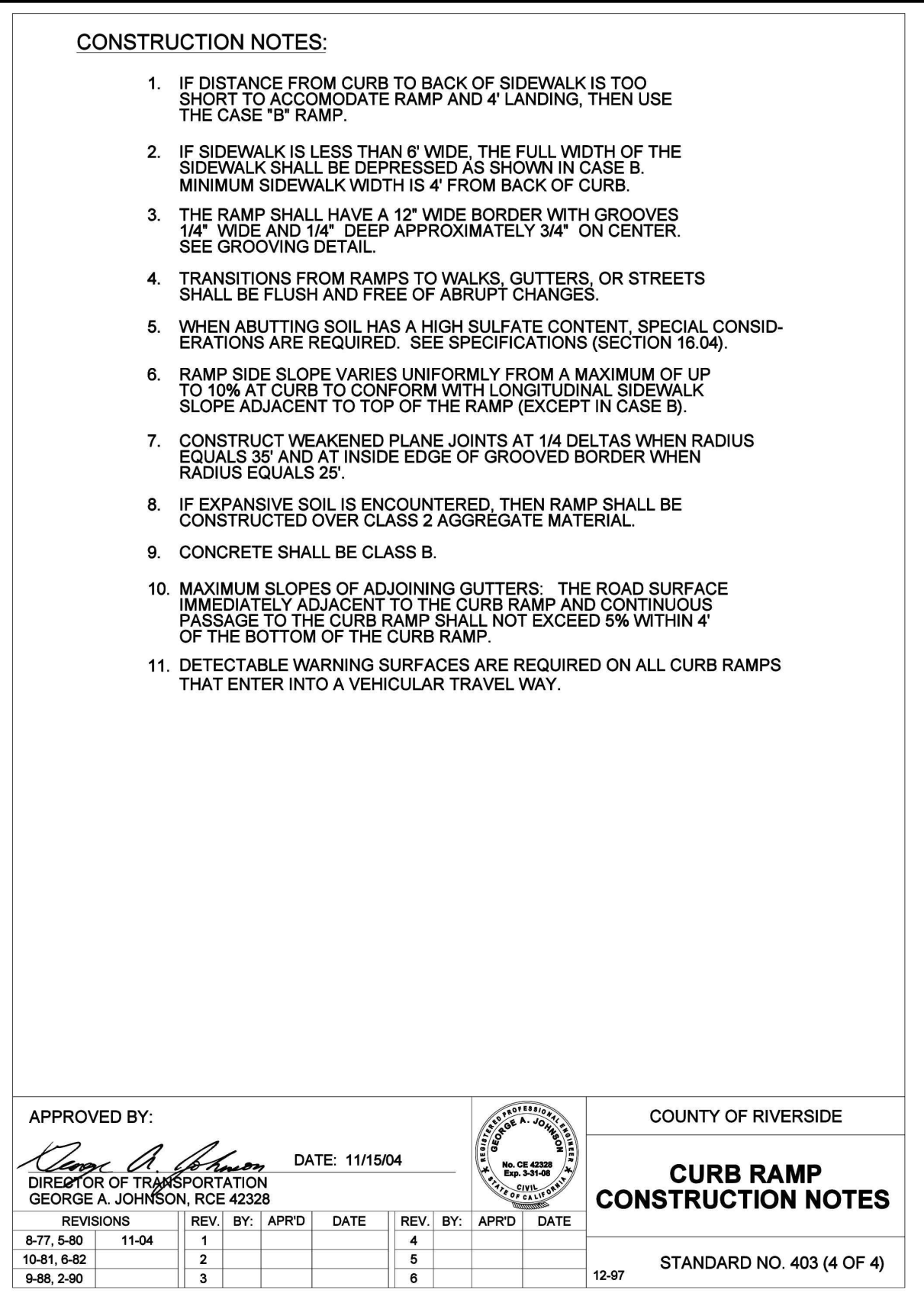
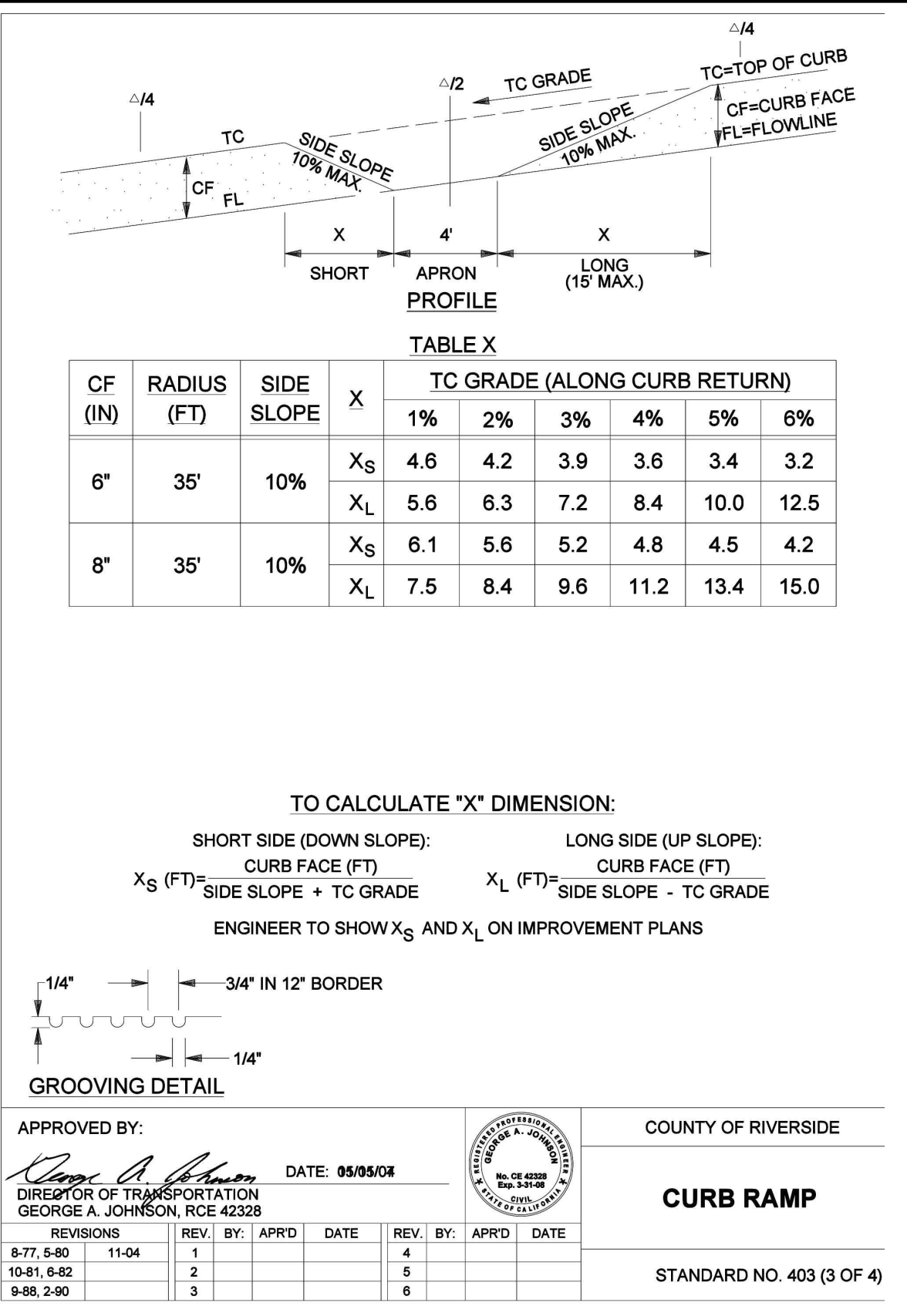
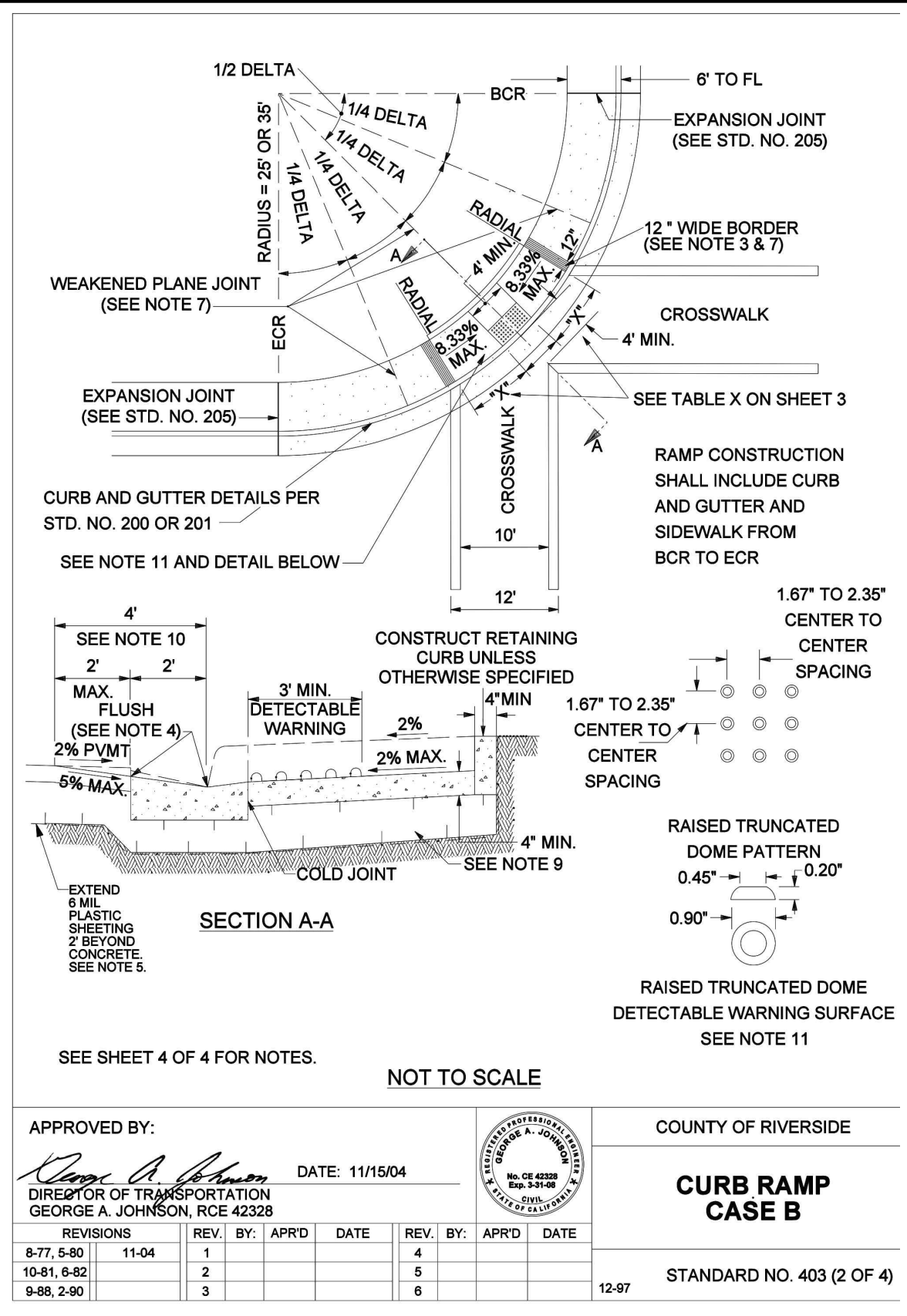
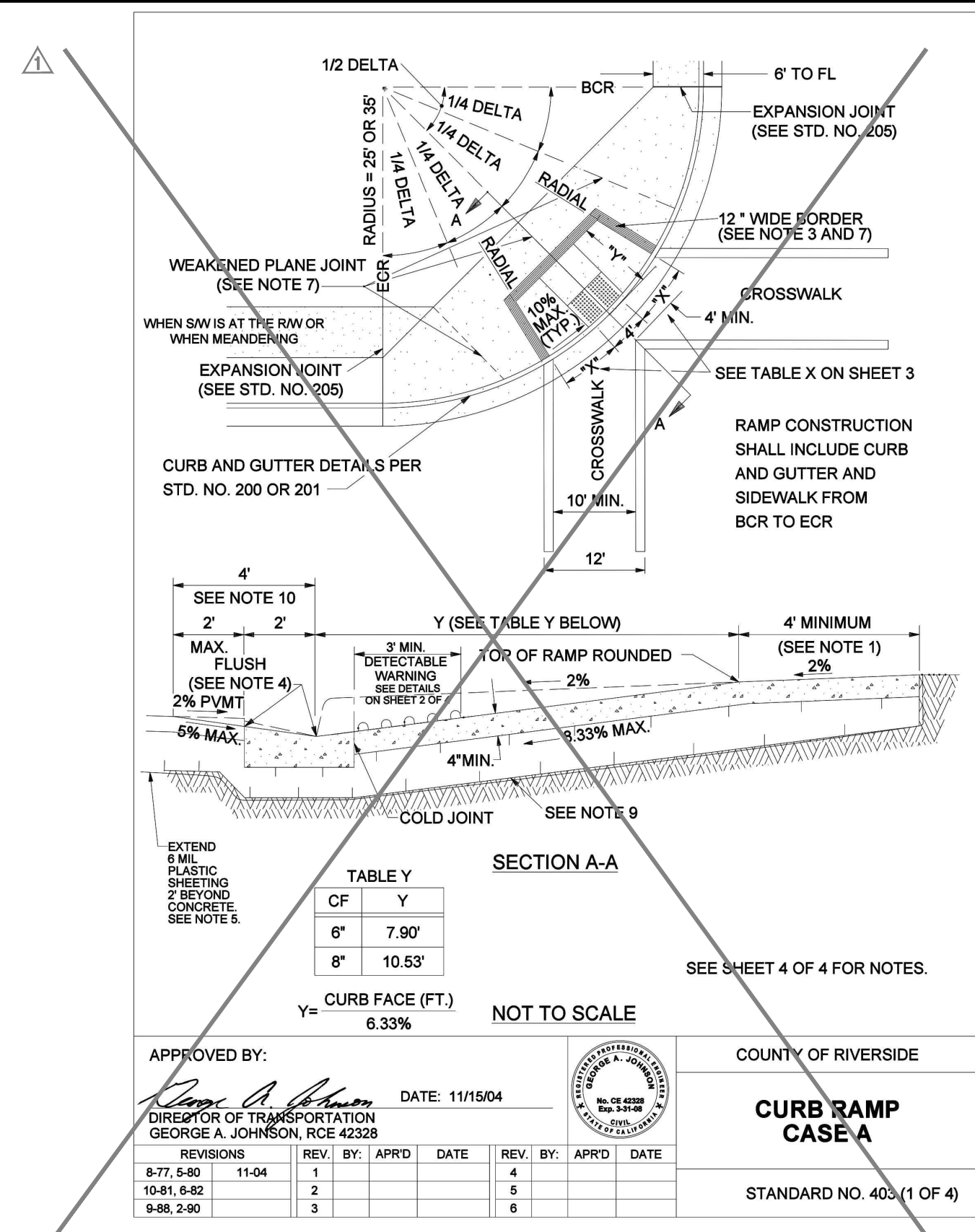
CITY OF BEAUMONT, CALIFORNIA
PRIVATE STREET IMPROVEMENT PLANS
TRACT 27971-7

SIGNAGE AND STRIPING

FOR: RSI COMMUNITIES-CALIFORNIA, LLC

SHEET	7
OF 8 SHEETS	
DRAWING NAME:	SIGNAGE AND STRIPING
FILE NO.:	

DWG: 11/20/20 (revise) 12/04/2020 (10:45 AM) Drawing (Sheet) File: 10000100-2012512.DWG By: rskenned



CURB RAMP DETAILS

PRIVATE STREET LIGHT PLANS PER SEPARATE SUBMITTAL AND PERMIT APPROVAL

Top of Pole Series Solar Powered LED Lighting System

Project Name: _____ Project #: _____ Location: _____ Qty: _____

OVERVIEW
The TP Series features an adjustable mounting bracket and includes a variety of option choices to create a customized outdoor solar light solution for your application. The system is sized according to your location and lighting requirements and is configured to your requirements to run throughout the night or to save energy with dimming when full light is not required. The battery enclosure and PV module mounts to your pole - square, round, fiberglass, steel, aluminum or concrete with supplied tenon. Additional options include motion detection and wireless diagnostics.

PART NUMBER:
Z 1 XF 3 E 30 D 2 H 2 D 08 CP

COLOR	LUM. QTY	LUMINAIRE	OPTICS	DRIVER	LOAD	BATT. BOX	AMPS	BATT. MNT	PV QTY	PV WATT	ARM	POLE
Z: Bronze	1 Single	CO Cobalthead Dome 2 Type 2	E: Eternity D	D: 20 20 Watts	D: Double	1 300 ah	H: High	1 Single	B: 90W	00 None	00 None	00 None
K: Black	2 Dual	CO Cobalthead Dark Sky 3 Type 3	S: 35 Shobon Small	S: 35 Shobon Small	S: 5 Type 5	2 200 ah	L: Low	2 Dual	D: 135W	04 4' UA	CP Custom	04 4' UA
C: Custom						3 300 ah		3 Triple	K: 135W	06 6' UA		Pole
N: No Finish						4 400 ah		4 Quad		08 8' UA		

OPTIONS
 MS Motion Sensor
 BS Bird Spikes
 SS Seasonal Switch
 WR Wireless Diagnostics

FIXTURES
 Cobalthead Dome 20W-60W Type 5
 Cobalthead Dark Sky 20W-60W Type 3 or 5
 Shobon Small 20W-30W Type 5
 Shobon Large 45W-60W Type 2 or 5

Luminaire: Choice of luminaire with high lumen LEDs rated at 70,000 hours (L70). Various models qualify as IES full cutoff and Dark-Sky certified. Efficient, bright, white light source of 5,000K provides uniform light distribution.

Panel Mount: Grade "A" corrosion resistant aluminum frame supports solar panel to allow for proper orientation of solar array. Rated to 140 mph. 170 mph available upon request.

Solar Panel: Polycrystalline photovoltaic module(s) specific to the requirements of solar lighting.

Battery Enclosure: Vented Grade "A" corrosion resistant aluminum unit holds battery and smart controller. Hinged cover features locking device for additional security.

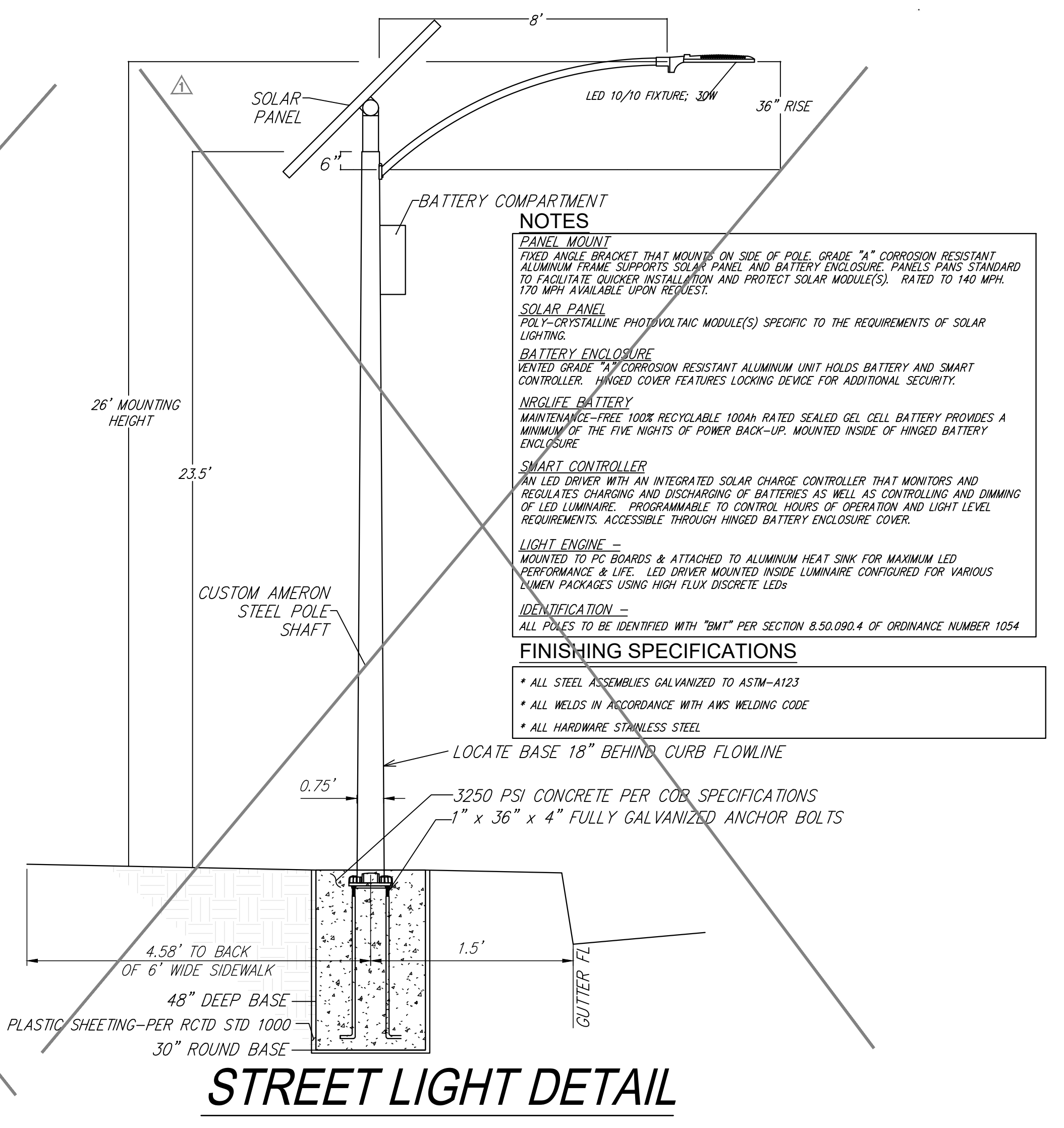
NRGLife™ Battery: Maintenance-free 100% recyclable 100Ah rated sealed gel cell battery provides a minimum of five nights of power back-up. Mounted inside of hinged battery enclosure.

Smart Controller: An LED driver with an integrated solar charge controller that monitors and regulates charging and discharging of batteries as well as controlling and dimming of LED luminaire. Programmable to control hours of operation and light level requirements. Accessible through hinged battery enclosure cover.

Arm: Choice of arm. Made of Grade "A" corrosion resistant aluminum.

Pole (OPTIONAL): System mounts on standard pole with tenon - square or round in fiberglass, steel, aluminum, or concrete.

Five Year System Warranty: Includes five year limited warranty on batteries and 20 years on solar panels.



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BY	MARK	DESCRIPTION	APPR.	DATE
		OMITTED ST. LIGHT DETAILS, OMITTED CURB RAMP CASE A	10/17/2020	8/18/20
				29 SEP 2020

PREPARED BY: **Stantec**
735 E. CARNEGIE DR., #280
SAN BERNARDINO, CA 92405
909.335-6120 | stantec.com

SEAL: **PROFESSIONAL ENGINEER**
No. 57835
CIVIL
STATE OF CALIFORNIA

DESIGN BY: JB
DRAWN BY: TA
CHECKED BY: VAD
SCALE: AS NOTED
DATE: 09/28/20
JOB NUMBER: 2042495810

CITY OF BEAUMONT
CALIFORNIA
MAY 18 1971

Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: *Jeffrey D. Harts* Date: 10/20/2020
Director of Public Works

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
506 6th St
Beaumont, CA 92405
TEL: (951) 789-8520 FAX: (951) 789-8526

CITY OF BEAUMONT, CALIFORNIA
PRIVATE STREET IMPROVEMENT PLANS
TRACT 27971-7

DETAILS

SHEET
8
OF 8 SHEETS
DRAWING NAME:
FILE NO.:

FOR: RSI COMMUNITIES-CALIFORNIA, LLC

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET

NV5
Approved
Padma Asam
10/07/2020 11:21:30 AM

PARCEL MAP OR TRACT NO.: Tract 27971-7 Street
DATE: 28-Sep-20
PP, CUP NO.: _____ BY: _____, P.E.

IMPROVEMENTS FAITHFUL PERFORMANCE 100%
LABOR & MATERIALS SECURITY 100%


	Construction Costs)	
Streets/Drainage	\$	805,427.80
Total	\$	805,427.80
Warranty Retention (22.5%)	\$	181,221.26
Street/Drainage Plan Check Fees =	\$	16,108.56
Street Inspection Fees =	\$	24,162.83

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

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

Above amounts do include additional 20% for recordation prior to having signed plans

Above amounts do not include additional 20% for recordation prior to having signed plans


Engineer's Signature

29 SEPTEMBER 2020

Date

NED J. ARAUJO, P.E.
Name typed or printed



Civil Engineer's Stamp

FORM \$ UNIT COSTS REVISED 01/02/2017

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

- Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Construction Cost Worksheet".
- Show Bond Amounts to the nearest \$500.
- For construction items not covered by the Construction Cost Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont unit costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract 27971-7 StreetDATE: 28-Sep-20

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	\$ 7.50	\$ -
	EA.	Remove Barricade	\$ 200.00	\$ -
1,683	TON	Asphalt Concrete - 144 lbs/cu. Ft. (93,474 OnSite SF @ 3")	\$ 90.00	\$ 151,470
1,876	C.Y.	Aggregate Base Class II (93,474 OnSite SF @ 6.5")	\$ 50.00	\$ 93,800
4	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (93,474 OnSite SF)	\$ 600.00	\$ 2,100
		apply at 0.05 + 0.03 = 0.08 gal/SY		\$ -
	S.F.	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	\$ 0.90	\$ -
	S.F.	Remove A.C. Pavement	\$ 1.45	\$ -
	L.F.	Curb and Gutter (Wedge Curb)	\$ 12.00	\$ -
5,414	L.F.	Curb and Gutter (Type A-6)	\$ 15.00	\$ 81,210
	L.F.	Curb and Gutter (Type A-8)	\$ 17.00	\$ -
	L.F.	Type "C" Curb	\$ 12.00	\$ -
	L.F.	Type "D" Curb	\$ 15.00	\$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	\$ 10.00	\$ -
	L.F.	A.C. Dike (8") (incl. Material & labor)	\$ 15.00	\$ -
4,410	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ 44,100
34,371	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 206,226
	SF	P.C.C. Drive Approach	\$ 8.00	\$ -
8	EA.	Handicapped Access Ramp	\$ 2,000.00	\$ 16,000
59	EA.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	\$ 12.00	\$ 708
	S.F.	Cold Plane & Overlay Exist. A.C. Paving	\$ 4.00	\$ -
				\$ -
				\$ -
			SUBTOTAL =	\$ 595,614.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract 27971-7 StreetDATE: 28-Sep-20

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
4	EA.	Street Name Sign	\$ 400.00	\$ 1,600
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	\$ 40.00	\$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	\$ 45.00	\$ -
	L.F.	Barricades	\$ 100.00	\$ -
	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (Total length of streets)	\$ 10.00	\$ -
	L.F.	Chain Link Fence (6')	\$ 80.00	\$ -
	L.F.	Remove Fence	\$ 4.00	\$ -
	EA.	Remove Power Pole	\$ 1,200.00	\$ -
8	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ 40,000
90	EA.	Street Trees (15 gallon)	\$ 150.00	\$ 13,500
400	L.S.	Landscape and Irrigation sleeve 4"	\$ 15.00	\$ 6,000
200	L.S.	Landscape and Irrigation sleeve 6"	\$ 25.00	\$ 5,000
	L.S.	Landscape and Irrigation	\$ -	\$ -
	EA.	Concrete Bulkhead	\$ 200.00	\$ -
	C.Y.	Structural Reinforced Concrete	\$ 400.00	\$ -
	EA.	Slope Anchors for Pipes	\$ 300.00	\$ -
	L.F.	Cut Off Wall (Std. 2')	\$ 5.50	\$ -
	EA.	A.C. Overside Drain	\$ 800.00	\$ -
	EA.	Under Sidewalk Drain	\$ 2,000.00	\$ -
	S.F.	Terrace Drains and Down Drains	\$ 6.50	\$ -
	S.F.	Interceptor Drains	\$ 6.50	\$ -
0	EA.	Gutter Depression for Curb Opening Catchbasin	\$ 1,500.00	\$ -
	EA.	Access Driveway for Storm Drain at Cul-de-Sac	\$ 640.00	\$ -
4	EA.	"STOP" Pavement Marking	\$ 200.00	\$ 800
80	L.F.	Limit Line	\$ 2.00	\$ 160
4	EA.	RI "STOP SIGN"	\$ 250.00	\$ 1,000
4	EA.	W14-2 "NO OUTLET" Sign	\$ 250.00	\$ 1,000

SUBTOTAL = \$ 69,060.00

A.	Street Subtotal	\$ 700,372
B.	Contingency (15%)	\$ 105,056
C.	Streets/Drainage Total (A + B)	\$ 805,428



Staff Report

TO: City Council

FROM: Kyle Warsinski, Economic Development Manager

DATE: April 20, 2021

SUBJECT: **Economic Development Subsidy Report pursuant to Government Code Section 53083 for Wolverine Worldwide, Inc., Located at 1020 Prosperity Way, Beaumont, CA 92223**

Background and Analysis:

Wolverine Worldwide is a global footwear company that distributes more than 12 brands including the iconic Wolverine work boots, Bates, Harley-Davidson footwear, CAT footwear, Sebago, Chaco, Merrell, Saucony, Cushe, Stride Rite, Sperry, Keds and Hush Puppies.

In 2016, Wolverine Worldwide started construction of their west coast facility on a 39.09 acre site, located at 1020 Prosperity Way. The 720,000 square foot facility distributes products throughout the United States including e-commerce orders to residents in the State of California. These types of facilities, unlike most large high-cube buildings, generate sales tax revenue for the City of Beaumont.

The City of Beaumont approved a Sales Tax Participation Agreement by and between the City of Beaumont and Wolverine Distribution, Inc., on May 17, 2016. The performance-based Sales Tax Participation Agreement provides Wolverine an opportunity to recapture some of their initial investment into the City. The agreement has been attached to this report for City Council review in Exhibit A.

Agreement Term:

1. 25 years from the approval date of the agreement, or
2. The date the business closes, or
3. The date on which City has fully paid the business up to, but not to exceed, 1.74% of Wolverine's initial investment into the community as specified in the Agreement.

Performance based sharing of Sales Tax

The Agreement provides for sales tax sharing with Wolverine on sales tax revenue generated from the facility and received by the City of Beaumont as follows:

1. The City will receive the first \$100,000 in sales tax revenue in any given year under the agreement;
2. After the first \$100,000, the sales tax revenue between \$100,000 and \$200,000, will be split evenly (50/50) between the City of Beaumont and Wolverine;
3. The sales tax revenue between \$200,000 and \$300,000, will be split 40/60, in which the City of Beaumont would receive 40%, and Wolverine would receive 60%; and
4. The sales tax revenue above \$300,000, will be split 30/70, in which the City of Beaumont would receive 30%, and Wolverine would receive 70%.

Sales Tax Received	First \$100,000	\$100,001 to \$200,000	\$200,001 to \$300,000	Above \$300,000
Percent Payable to City/Business	100% / 0%	50% / 50%	40% / 60%	30% / 70%

Government Code Section 53083 of the State of California requires local agencies to complete and publish an Economic Development subsidy report prior to the approval of these types of agreements, which was done prior to the approval of the sales tax participation agreement in 2016. The initial report contained projections and estimates of economic impacts and the funding to be shared with the business. The government code section further requires within the first five years of the agreement, the local agency to complete and publish an economic subsidy report which contains the total amount of expenditure of public funds by or revenue lost to the City as a result of the subsidy, actual revenues received by the City as a result of the subsidy, and the net number of jobs created as a result of the subsidy. This five-year subsidy report has been attached as Exhibit B. A quick summary of the report is as follows:

Amount of public funds provided to Wolverine to date: \$0,
 Net Tax Revenue received by the City: \$388,319.87, and
 Net number of Jobs created: 150 full-time and two (2) temporary jobs.

Fiscal Impact:

City staff estimates the costs related to this report to be \$350.

Recommended Action:

Receive and file the Economic Development Subsidy report pursuant to Government Code Section 53083 for Wolverine Worldwide, Inc.

Attachments:

- A. Sales Tax Sharing Agreement by and between the City of Beaumont and Wolverine Worldwide, Inc., dated May 17, 2016.
- B. Economic Development Subsidy report pursuant to Government Code Section 53083 for Wolverine Worldwide, Inc.

SALES TAX PARTICIPATION AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into as of the 17th day of May, 2016, by and between the CITY of BEAUMONT, a municipal corporation ("City"), and Wolverine Distribution, Inc., a Delaware corporation, and its permitted successors and assigns, affiliates, subsidiaries and related entities (collectively, "Business").

R E C I T A L S:

- A. Business is leasing land consisting of a 39.09 acre portion of APN's 421-060-011 and 421-060-010 and a building which will be constructed in two phases ("Phase 1" and "Phase 2", respectively), at 1020 Prosperity Way in Beaumont, California (the "Property"), commonly known as Crossroads Logistic Center, for the purpose of locating and operating its business.
- B. City desires to induce Business and Business agrees to open for business and operate continuously, as provided in this Agreement, a retail point of sale footwear distribution facility and potential factory outlet store on the Property (the "Business"), by providing contingent financial assistance to Business on the terms and subject to the conditions hereinafter set forth.
- C. City has found that the use and operation of the Property proposed by Business: (i) promotes the long-term employment of residents of Beaumont and will significantly contribute to the maintenance, growth, and expansion of the economic base of the City; (ii) constitutes a valid exercise of the police powers of City and serves public purposes in which City has peculiar and unique interests; .
- D. City and Business acknowledge that the lease entered into by Business ("Lease") will commence on or about July 1, 2017, and will have a term of 10 years, with three 5-year extension options. City and Business also acknowledge that Business will have the option to purchase the Property during the term of the Lease.

C O V E N A N T S:

Based upon the foregoing Recitals and for good and valuable consideration, the sufficiency of which is acknowledged by both parties, City and Business hereby agree as follows:

1. Certain Defined Terms. As used in this Agreement, the following terms shall have the meanings hereinafter set forth:

- a. Fiscal Year. "Fiscal Year" shall mean City's fiscal year, which commences on July 1 and ends on June 30. The parties acknowledge that the "Term" (defined in Section 4 below) may include partial Fiscal Years. All Sales Tax dollar thresholds described in Section 3 that are attributable to a partial Fiscal Year within the Term will be fractionally prorated, with

the numerator of such fraction being the number of calendar days within the partial Fiscal Year and the denominator being 365.

- b. Sales Tax. “Sales Tax” means, for each Fiscal Year during the Term, that portion of taxes received by City from the imposition of the Bradley-Burns Uniform Local Sales and Use Tax Law (commencing with Section 7200 of the California Revenue & Taxation Code) related to the operations of Business on the Property, prorated in the first and last Fiscal Years during the term of this Agreement based upon the number of days in such partial Fiscal Years.

For purposes of this Agreement, the term “Sales Tax” shall not include: (i) any portion of taxes received by City from the operation of the Business on the Property that City may be required to pay, transfer, assign, or allocate to any other entity or entities by virtue of any law now or hereafter existing, or by virtue of any agreement entered into between City and any other governmental entity in settlement of all or part of any claim made by such governmental entity against City based on any such law; (ii) the State Board of Equalization’s administrative and processing fee attributable to City’s portion of such taxes (calculated at the same percentage of such taxes as applies city-wide); and (iii) the sum of \$1,000 per Fiscal Year (representing a stipulated payment for City’s estimated Fiscal Yearly direct and indirect costs of administering this Agreement). “Sales Tax” shall not be considered to have been received by City until City is able to confirm receipt of such taxes from the State Board of Equalization, although Sales Tax received by City after the Term that is attributable to Business’ operations during the Term will be attributed to the Fiscal Year in which the relevant operations occurred and City will pay any amount due based on those Sales Tax as if they were received by City during the applicable Fiscal Year of the Term.

If the event described in (i) of the immediately preceding paragraph occurs or if California state law changes during the Term so as to materially alter the method by which Sales Tax revenues are allocated among jurisdictions, then the parties shall negotiate in good faith modifications to this Agreement to carry out its intended economic costs and benefits to each party. If Business determines, in its sole and absolute discretion, that this Agreement cannot be so amended to achieve the same economic benefit to Business, then Business may elect to terminate this Agreement without cost or liability, in accordance with Section 7.c below.

- c. Term. The “Term” of this Agreement is defined in Section 4.
- d. Maximum Assistance. The phrase “Maximum Assistance” means an amount equal to 1.74% of the total (i) direct and indirect cost of the Property, plus (ii) the total direct and indirect cost of construction of Phase 1 and Phase 2, plus (iii) the total direct and indirect cost of installing

fixtures in Phase 1 and Phase 2. Following the date that Phase 1 is constructed and occupied by Business, City and Business will negotiate diligently and in good faith to establish a fixed dollar amount of the Maximum Assistance. Upon completion of construction of Phase 2 and occupancy by Business, City and Business will negotiate diligently and in good faith to establish a fixed dollar amount of the Maximum Assistance for both Phase 1 and Phase 2.

2. Conditions Precedent. Satisfaction (or written waiver) of each of the following on or before December 31, 2018, are conditions to the parties' respective obligations under this Agreement: (i) the delivery to City of a copy of Business' title insurance policy for a portion of the Property showing that Business owns or leases a portion of the Property; and (ii) Business opening for business and operating for at least one day on the Property (subject to delays beyond the control of Business, as set forth in Section 10.(i)).

3. Contingent Payments by City. Subject to the proration provisions described in Section 1.a above, in each Fiscal Year during the Term, City shall retain the first \$100,000 of Sales Tax received during each Fiscal Year and will pay Business an amount equal to the following:

- a. In consideration of Business's compliance with Section 6 below, in each full or partial Fiscal Year, City shall make Fiscal Yearly payments to Business in an amount equal to 50% of the total Sales Tax received by City between \$100,000 and up to \$200,000, during each Fiscal Year.
- b. In consideration of Business's compliance with Section 6 below, in each full or partial Fiscal Year, City shall make Fiscal Yearly payments to Business in an amount equal to 60% of the total Sales Tax received by City in excess \$200,000 and up to \$300,000, during each Fiscal Year.
- c. In consideration of Business's compliance with Section 6, below in each full or partial Fiscal Year, City shall make Fiscal Yearly payments to Business in an amount equal to 70% of the total Sales Tax received by City in excess of \$300,000, during each Fiscal Year.
- d. Example: The total Sales Tax received by City, during a Fiscal Year is \$458,000. City shall retain the first \$100,000 of sales tax proceeds. The \$100,000 in sales tax proceeds representing the proceeds between \$100,000 and \$200,000 are to be split 50/50 between City and Business. The \$100,000 in sales tax proceeds representing the proceeds between \$200,000 and \$300,000 are to be split 40/60 between City and Business. The \$158,000, which represents the sales tax proceeds above \$300,000 are to be split 30/70 between City and Business respectively – *i.e.*, City would retain \$47,400 and Business would be paid \$110,600. The total sales tax proceeds from this example year would result in City retaining \$237,400 and a payment made to Business in the amount of \$220,600.

Sales Tax Received	\$458,000	First \$100,000	\$100,001 to \$200,000	\$200,001 to \$300,000	Above \$300,000
Amount in range	Total for year	\$100,000	\$100,000	\$100,000	\$158,000
City Share	\$237,400	\$100,000	\$50,000	\$40,000	\$47,400
Business Share	\$220,600	0	\$50,000	\$60,000	\$110,600
Percent Payable to City/Business	N/A	100% / 0%	50% / 50%	40% / 60%	30% / 70%

4. Term. The Term of this Agreement shall commence upon execution of this Agreement by City and Business and, unless sooner terminated pursuant to Section 7 herein, shall expire on the earliest of (i) the date that is 25 years after Business opens for business on the Property, (ii) the date Business ceases operations in Beaumont or (iii) the date on which City has made payments under Section 3 above and provided benefits under Section 9 below that, in the aggregate, equal the Maximum Assistance.

5. Payment Procedures.

- a. Within 30 days after the end of each Fiscal Year, or receipt of quarterly sales tax data and payments from the State Board of Equalization, whichever is later, during the Term of this Agreement commencing with the first Fiscal Year in which Business opens for business on the Property, City’s Finance Director shall determine from records available to him or her, the amount of Sales Tax, if any, due to be paid to Business related to the operations of Business on the Property during the previous Fiscal Year.
- b. Payment of the amount determined by City’s Finance Director to be owing to Business related to operations of Business on the Property during each Fiscal Year during the Term, shall be made by within 15 days after City’s Finance Director has made his or her determination.
- c. Business shall have the right to audit City’s Finance Director’s determination of the amount of the Sales Tax, if any, due to be paid to Business related to operations of Business on the Property during the applicable Fiscal Year.
- d. Under no circumstances shall the City be liable for any payment measured by Sales Tax not actually received and permanently retained by City. If the State Board of Equalization requires repayment, repayment by offset or other recapture of Sales Tax, Business shall repay to City (without interest) the amount of such Sales Tax paid to Business within 60 days of written notice from City containing a calculation of such amount.

6. Covenants and Representations of Business. During the Term of this Agreement, Business hereby covenants and agrees with City that Business shall open for business no later

than December 31, 2018 and operate on the Property continuously (subject to delays beyond the control of Business, as set forth in Section 10.(i)).

7. Defaults and Termination.

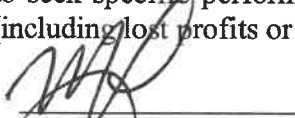
- a. (i) Failure by City to make a payment or meet any other monetary obligation to Business that is required under this Agreement shall, if not cured within thirty (30) days after written notice from Business to City, constitute a default by City under this Agreement and, at Business' option and as its sole and exclusive remedies, this Agreement shall terminate after such thirty (30) days' notice to City and Business may seek all remedies available to it for the recovery of the unpaid amounts. (ii) With regards to City's failure in the due, prompt, and complete observance or performance of any non-monetary covenant or obligation set forth in this Agreement for a period of thirty (30) days after written notice to City from Business specifying the nature thereof, then, as Business' sole and exclusive remedy, this Agreement shall terminate; provided that City shall not be in default under this subparagraph if the failure to observe or perform the covenant or obligation in question is curable but is of such a nature that it is incapable of being cured with reasonable diligence within that thirty (30) day period and City commences such cure within that thirty (30) day period and diligently and continuously pursues the same to completion.

- b. (i) Failure by Business to make a payment or meet any other monetary obligation to City that is required under this Agreement shall, if not cured within thirty (30) days after written notice from City to Business, constitute a default by Business under this Agreement and, at City's option and as its sole and exclusive remedies, this Agreement shall terminate after such thirty (30) days' notice to Business and City may seek all remedies available to it for the recovery of the unpaid amounts. (ii) With regards to Business' failure in the due, prompt, and complete observance or performance of any non-monetary covenant or obligation set forth in this Agreement for a period of thirty (30) days after written notice to Business from City specifying the nature thereof, then, as City's sole and exclusive remedy, this Agreement shall terminate; provided that Business shall not be in default under this subparagraph if the failure to observe or perform the covenant or obligation in question is curable but is of such a nature that it is incapable of being cured with reasonable diligence within that thirty (30) day period and Business commences such cure within that thirty (30) day period and diligently and continuously pursues the same to completion.

- c. Business' Right to Terminate Upon Certain Events. If (i) the Business or the development on the Property is determined to be subject to the prevailing wage and other requirements of California Labor Code Section 1720 or any similar law, or (ii) this Agreement is determined to be

unlawful or if the distribution of Sales Taxes as provided by this Agreement is determined by any judicial body or regulatory agency to be unlawful or unenforceable for any reason, or (iii) if the City fails for any reason to make the yearly budgetary allocation required to meet its obligations hereunder as described in Section 10.n, or (iv) if Business is required to return any funds to City under Section 5.d, or (v) Business determines, in its sole and absolute discretion, to cease or reduce operations on the Property, then Business may elect, in its sole discretion, to terminate this Agreement, in whole or in part, without cost, expense, or liability, except for any obligations fully accrued and liquidated prior to Business' termination.

8. Limited Remedies. Except for those remedies provided in Section 7 and Section 10.k, City and Business each waive and release to the greatest legal extent any other right or remedy that it may have at law or in equity upon the breach or default of the other party, including the right to seek specific performance, injunctive relief, consequential damages, and incidental damages (including lost profits or Sales Taxes).



City Initials



Business Initials

9. Fee Waivers and Reductions. City agrees to waive all Planning, Building and Safety and Fire inspection fees related to development or operation of the Property. In addition, City agrees to waive all Planning application fees related to development or operation of the Property. In addition, City agrees to a 50% reduction of all Public Works and Building and Safety plan check fees, including material handling equipment (MHE) plan check fees, related to development or operation of the Property. Finally, City agrees to a 50% reduction in all Building permits and Public Works inspections fees related to development or operation of the Property.

10. General Provisions.

- a. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings of the parties with respect to the subject matter hereof. This Agreement may not be modified, amended, supplemented, or otherwise changed, except by a writing executed by both parties.
- b. Waiver. No failure or delay by any party in the exercise of any right hereunder shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other or further exercise thereof, or any other right.
- c. Captions. Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of any provisions of this Agreement.

- d. Assignment. Business may, in its sole and absolute discretion, assign this Agreement to any entity that, directly or indirectly controls, is under common control with or is controlled by Business, provided that upon any such assignment, the successor entity assumes all of the rights and obligations of Business under this Agreement and written notice of the assignment is provided to City within a reasonable time after the assignment. Otherwise, Business may not assign this Agreement without City's consent, which may be given or withheld in City's reasonable discretion.
- e. Calculation of Time. Except as may otherwise be provided in this Agreement, wherever this Agreement states a period of time and number of days, it shall be construed to mean calendar days; provided, however, that when any period of time so stated would end upon a Saturday, Sunday, or legal holiday, such period shall be construed to end upon the next day following which is not a Saturday, Sunday or legal holiday.
- f. Counterparts. This Agreement may be executed in two or more counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
- g. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of California and for all purposes shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules.
- h. Authority. Each individual executing this Agreement on behalf of Business represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of Business.
- i. Inability to Perform. Except as may be otherwise provided herein, performance by any party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where the party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party (financial inability excepted) such as but not limited to war; insurrection; acts of terrorism; riots; floods; earthquakes; fires; casualties; acts of nature; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; litigation that directly prevents performance by Business or City; catastrophic loss or destruction of the Property; weather; and other causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform that are not excluded above (collectively, "Enforced Delays"). Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of time reasonable in

light of the Enforced Delay and shall commence to run from the time of the commencement of the cause. Any party claiming a delay under this paragraph shall provide written notice to the other party of the occurrence within 30 days of the occurrence along with an estimate of the resulting delay.

- j. Notices. Notices given or to be given by City or Business to the other party hereunder may be personally served, may be served by certified return-receipt mail or may be served by overnight mail delivery service hosted by a recognized carrier and addressed to the appropriate address hereinafter set forth or to such other address as such party may hereafter designate by written notice. If served by certified mail, service will be considered completed and binding on the party served on the date set forth in the certification receipt. If served by overnight mail delivery service or personal service, service will be considered completed and binding on the party served on the date of delivery.

To City: City of Beaumont
550 E 6th Street
Beaumont, CA 92223
Attn: City Manager

To Business: Wolverine Worldwide
9341 Courtland Drive NE
Rockford, MI 49351
Attn: General Counsel

- k. Attorneys' Fees and Costs. If a dispute arises under or in connection with this Agreement that results in an arbitration (including, without limitation, the enforcement or interpretation of this Agreement) or litigation, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such arbitration or litigation from the other party.
- l. Ownership; Authority. The persons and entities executing this Agreement on behalf of Business represent and warrant that Business has duly authorized this Agreement, that they are duly authorized to execute this Agreement on behalf of Business, and that they have provided a copy of this Agreement to each owner (whether a person or a business entity) of an interest in Business.
- m. Successors and Assigns. The obligations of the parties hereunder shall bind their successors-in-interest and their successors and assigns.
- n. Change in Location of the Property. In the event that Business is unable for any reason to lease the Property by December 31, 2016, then this Agreement shall terminate and neither party shall have any rights or obligations under this Agreement.

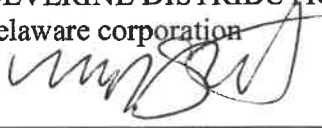
- o. City Appropriation. City and Business acknowledge that City adopts a budget related to its operations during each Fiscal Year (“Budget”) and that within each Budget, City appropriates funds sufficient to operate City during such Fiscal Year. Regarding each such Budget, City shall exercise diligent good-faith efforts, subject to its obligations under applicable law, to appropriate into the Budget, funds sufficient to pay the estimated amount of payments due Business under this Agreement, during the applicable Fiscal Year. In the event that, after exercising diligent good-faith efforts, City fails to appropriate such amount into the applicable Budget, then, at Business’ sole option, Business may either terminate this Agreement in accordance with Section 7.c above or City’s and Business’ respective rights and obligations under this Agreement shall be suspended throughout the applicable Fiscal Year (“Suspension Period”) and the Term shall be extended by an amount of time equal to the Suspension Period.
- p. Indemnity. Business shall defend (with counsel reasonably acceptable to City), indemnify and hold City and its councilpersons, officers, agents and employees (collectively, the “Indemnified Parties”) harmless from and against all losses, costs and expenses (including, without limitation, reasonable attorneys’ fees and costs), damages (including, without limitation, consequential damages), claims and liabilities to third parties arising from the evaluation, approval, entering into and carrying out of the terms and provisions of this Agreement including, but not limited to a challenge to this Agreement or the transactions contemplated by this Agreement except to the extent caused by the negligence or malfeasance of City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

[SIGNATURES FOLLOW]

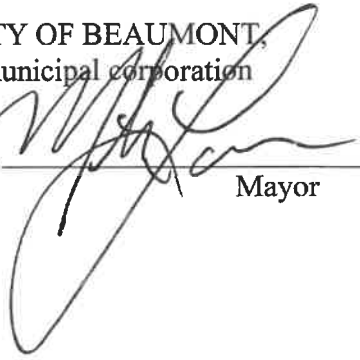
“BUSINESS”:

WOLVERINE DISTRIBUTION, INC.,
a Delaware corporation

By:  _____

“CITY”:

CITY OF BEAUMONT,
a municipal corporation

By:  _____
Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:

By:  _____
City Attorney

February 3, 2017

HAND DELIVERED

Ms. Nicole Wheelwright
Deputy City Clerk
City of Beaumont
550 East 6th Street
Beaumont, California 92223

Re: Wolverine Distribution Center located in Beaumont, California

Dear Ms. Wheelwright:

Enclosed is a fully signed original of the Sales Tax Participation Agreement between the City of Beaumont and Wolverine Distribution, Inc. As information, this Agreement was approved by the City Council at its May 17, 2016 meeting.

Very truly yours,



Mark A. Ostoich, of
GRESHAM SAVAGE
NOLAN & TILDEN,
A Professional Corporation

MAO/pmj
Enclosure

**ECONOMIC DEVELOPMENT SUBSIDY REPORT
PURSUANT TO GOVERNMENT CODE SECTION 53083**

FOR A SALES TAX PARTICIPATION AGREEMENT

BY AND BETWEEN

CITY OF BEAUMONT

AND

**WOLVERINE WORLD WIDE, INC., a Delaware Corporation
by and through its wholly owned indirect subsidiary,
WOLVERINE DISTRIBUTION, INC., a Delaware Corporation**

Pursuant to Government Code Section 53083, the City Council of the City of Beaumont must hold a noticed public hearing and, prior to the public hearing, provide all of the following information in written form and available to the public, both at City Hall and through the City’s website, regarding a proposed economic development subsidy to be provided by the City pursuant to a Sales Tax Participation Agreement by and between the City of Beaumont and Wolverine Distribution, Inc. (“Agreement”). Notice was published in the local newspaper for a public hearing to be held on May 17, 2016. The purpose of this report is to provide the information required pursuant to Government Code Section 53083 in regards to the Agreement. This report shall remain available to the public and posted on the City’s website until the end date of the economic development subsidy, as further described in number 2 below.

1. Name and address of all corporations that are a beneficiary of the economic development subsidy.

Wolverine World Wide, Inc.
9341 Courtland Drive NE
Rockford MI 49351

By and through Wolverine Distribution, Inc.
9341 Courtland Drive NE
Rockford MI 49351

2. The Start and end dates and schedule, if applicable, for the economic development subsidy.

Term. The Agreement shall commence upon execution by the City of Beaumont “City” and Wolverine Distribution, Inc. “Business” and, unless sooner terminated pursuant to Section 7 of the Agreement, shall expire on the earlier of (i) the date that is twenty-five (25) years after Business opens for business on the Property, (ii) the date Business ceases operations in Beaumont or (iii) the date on which City has fully paid the maximum payment amount as provided for in the agreement (without interest) to Business.

The maximum payment amount to Business shall be an amount equal to 1.79 % of the total (i) direct and indirect cost of the Property, plus (ii) the total direct and indirect cost of construction of the Building, plus (iii) the total direct and indirect cost of installing fixtures in the Building.

3. A description of the economic development subsidy, including the estimated total amount of the expenditure of public funds by, or the revenue lost to, the local agency as a result of the economic development subsidy.

The Sales Tax Participation Agreement provides for the following breakdown of sales tax sharing between the City and the Business:

Sales Tax Received	First \$100,000	\$100,001 to \$200,000	\$200,001 to \$300,000	Above \$300,000
Percent Payable to City/Business	100% / 0%	50% / 50%	40% / 60%	30% / 70%

Due to the fact the Business is not currently open and operating in the City, it is difficult to determine the projected sales tax revenue the City will receive from the Business, and therefore it is difficult to determine the amount of sales tax that will be provided to the Business pursuant to the Agreement. If the Business does not generate taxable sales that result in sales tax received by the City there will be no sales tax sharing pursuant to this agreement.

A hypothetical example has been provided to depict how the Agreement functions.

Example: The total Sales Tax received by City, during a Fiscal Year is four hundred and fifty eight thousand and No/100 Dollars (\$458,000). City shall retain the first \$100,000 of sales tax proceeds. The \$100,000 in sales tax proceeds representing the proceeds between \$100,000 and \$200,000 are to be split 50/50 between City and Business. The \$100,000 in sales tax proceeds representing the proceeds between \$200,000 and

\$300,000 are to be split 40/60 between City and Business. The \$158,000, which represents the sales tax proceeds above \$300,000 are to be split 30/70 between City and Business respectively – i.e., City would retain \$47,400 and Business would be paid \$110,600. The total sales tax proceeds from this example year would result in City retaining \$237,400 and a payment made to Business in the amount of \$220,600.

Sales Tax Received	\$458,000	First \$100,000	\$100,001 to \$200,000	\$200,001 to \$300,000	Above \$300,000
Amount in range	Total for year	\$100,000	\$100,000	\$100,000	\$158,000
City Share	\$237,400	\$100,000	\$50,000	\$40,000	\$47,400
Business Share	\$220,600	0	\$50,000	\$60,000	\$110,600
Percent Payable to City/Business	N/A	100% / 0%	50% / 50%	40% / 60%	30% / 70%

To date, the amount of the expenditure of public funds, or the revenue lost to the City of Beaumont is zero (\$0) dollars. Per the Agreement, revenue sharing occurs when the business has exceeded the \$100,000 local agency sales tax revenue in a year. This threshold has not been exceeded, thus revenue sharing has not occurred to date.

4. A statement of public purposes for the economic development subsidy.

The logistics industry serves as an invaluable anchor for the Inland Empire economy. The increase in volume of trade in Southern California customs districts has created stronger demands for logistics services and also point-of-sale distribution facilities for online sales. The logistics industry in the Inland Empire has expanded over the past few decades and significantly enhanced the regional economy through improved productivity and higher wages. Industrial developments, especially online sale facilities, provide long term economic benefits for the Cities where they are located, as well as their surrounding area.

Wolverine Worldwide is a global footwear manufacturer with 12 different brands. The subsidy is offered as an incentive to attract the business to the community and to maintain a level of diversity in the City sales tax base.

5. The projected tax revenue to the local agency as a result of the economic development subsidy.

Due to the fact the Business is not currently open and operating in the City, it is difficult to determine the projected sales tax revenue the City will receive from the Business.

The projected Property Tax revenue received by the City by the project is anticipated to be in the range of \$55,000 per year.

6. The estimated number of jobs created by the economic development subsidy, broken down by full-time, part-time, and temporary positions.

Full Time: Ninety nine (99)

Part Time: Zero (0)

Temporary: Eighteen (18)

7. The net tax revenue accruing to the local agency as a result of the economic development subsidy.

The actual sales tax revenue the City has received from the business is as follows:

2016-17: \$617

2017-18: \$21,673

2018-19: \$40,455

2019-20: \$67,422

2020-21: \$16,961 (this only represents 3rd Quarter Sales)

Sales Tax Total: \$147,128

The actual property tax revenue received by the City from this business is as follows:

2016-17: \$11,563.56

2017-18: \$31,625.51

2018-19: \$45,057.20 + \$20,819.38 unsecured property taxes

2019-20: \$45,535.15 + \$20,271.01 unsecured property taxes

2020-21: \$46,445.86 + \$19,874.20 unsecured property taxes

Property Tax Total: \$241,191.87

Total Revenue Received by City: \$388,319.87

8. The net number of jobs created by the economic development subsidy, broken down by full-time, part-time, and temporary positions.

The following are the actual job numbers as of January 2021:

Full-time Jobs: One Hundred Fifty (150)

Part-time Jobs: Zero (0)

Temporary Positions: Two (2)



Staff Report

TO: City Council
FROM: Elizabeth Gibbs, Community Services Director
DATE: April 20, 2021
SUBJECT: Public Hearing: Fiscal Year 2021/22- 2022/24 Short Range Transit Plan- Draft

Background and Analysis:

Each year, the City of Beaumont is required to submit a Short-Range Transit Plan (SRTP) to the Riverside County Transportation Commission (RCTC) for operational expenses and capital improvement projects (CIP) for the coming fiscal year, and planning for subsequent fiscal years. Existing and proposed service changes are also discussed and outlined.

The final draft presented by City staff is based on multiple conversations with RCTC staff members about anticipated funding levels for next year. It is also City staff's recommendations for continuing sustainable public transit services during an anticipated economic uncertainty caused by of the COVID-19 pandemic.

Proposed Short Range Transit Plan Highlights:

Funding

Staff proposes the following funding request as outlined in Table 4 of the SRTP:

- Local Transportation Funds (LTF) - \$2,411,849,
- Measure A - \$124,000,
- Farebox - \$168,650,
- Low Carbon Transit Operations Program (LCTOP) obligated balance \$40,465,
- Interest - \$1,000,
- LCTOP current award - \$40,000,
- State of Good Repair (SGR) - \$60,000, and
- State Transit Assistance (STA) – 1,484,000.

Future Service Plans, Fare Changes, Marketing and Capital Improvement Planning

City staff recommends the following future service plans, fare changes, marketing, and capital improvement planning:

- Continue Free Fare Promotion until end of 2021- LCTOP funded,
- Redevelop project at Walmart - LCTOP Funded, and
- Analyze implementation of Comprehensive Operations Analysis (COA) mid-term recommendations (July 1, 2021 – December 31, 2022):
 - Elimination of service to Calimesa,
 - Explore a 20% fare adjustment increase,
 - Enhance service to Amazon and industrial area,
 - Integration to new admin/operations facility,
 - Enhance connectivity with other agencies, and
 - Build a Bus Stop Improvement Plan.

Summary

Transit dependent residents of the Pass Area rely on the public transit system. City transit operations will continue to operate as efficiently and effectively as possible while providing the highest level of customer service.

Fiscal Impact:

Transit services are fully funded by various state funding mechanisms, grant resources and local fares. Revenues and expenditures are reported to RCTC monthly and monitored closely to ensure that the operations are in line with the adopted SRTP and within LTF and STA funding limits.

Recommended Action:

Hold a Public Hearing, and
Adopt the plan with any recommended changes.

Attachments:

A. Draft - Fiscal Year 2021/22 -2023/24 Short Range Transit Plan

City of Beaumont

SHORT RANGE TRANSIT PLAN FY 2021/22 - 2023/24



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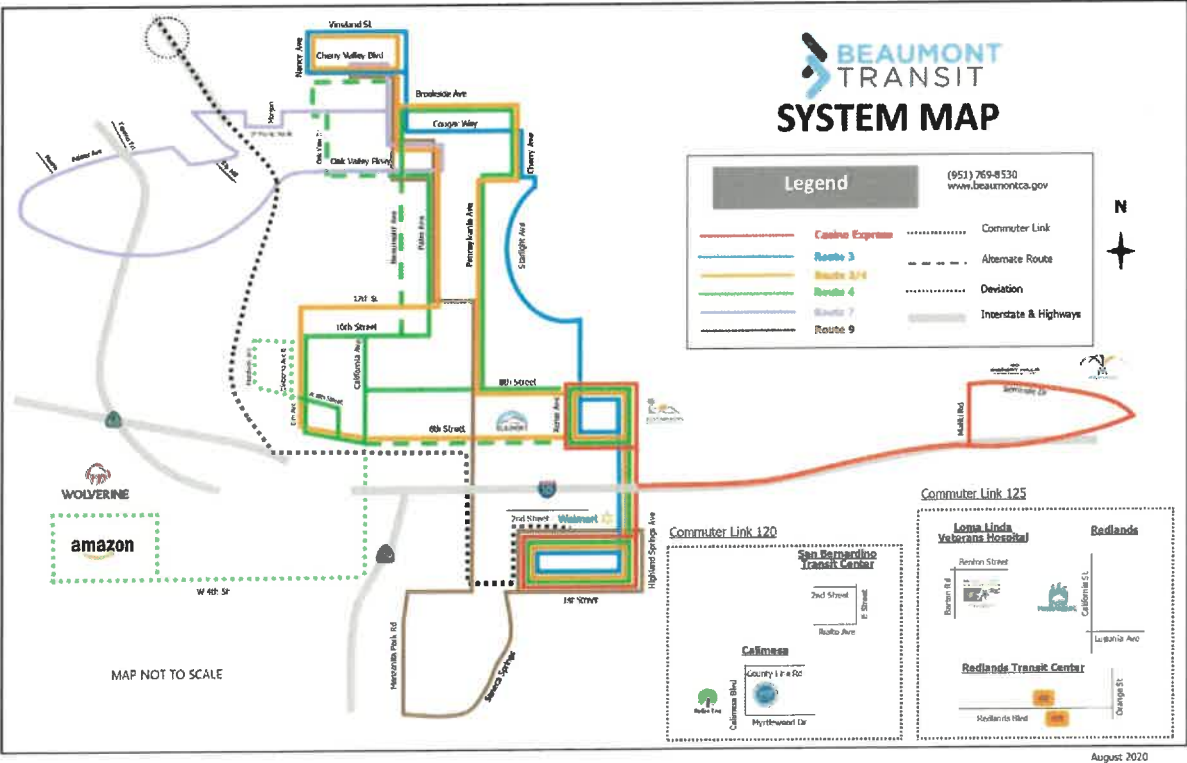
CHAPTER 1 – SYSTEM OVERVIEW AND SERVICE PROFILE

1.1 Description of Service Area

The City of Beaumont’s public transit system services approximately 50 square miles and includes the City of Beaumont and parts of unincorporated Riverside County area known as Cherry Valley. Additionally, Beaumont transports passengers to the commercial areas of Cabazon, including Casino Morongo and the Desert Hills Premium Outlet Malls.

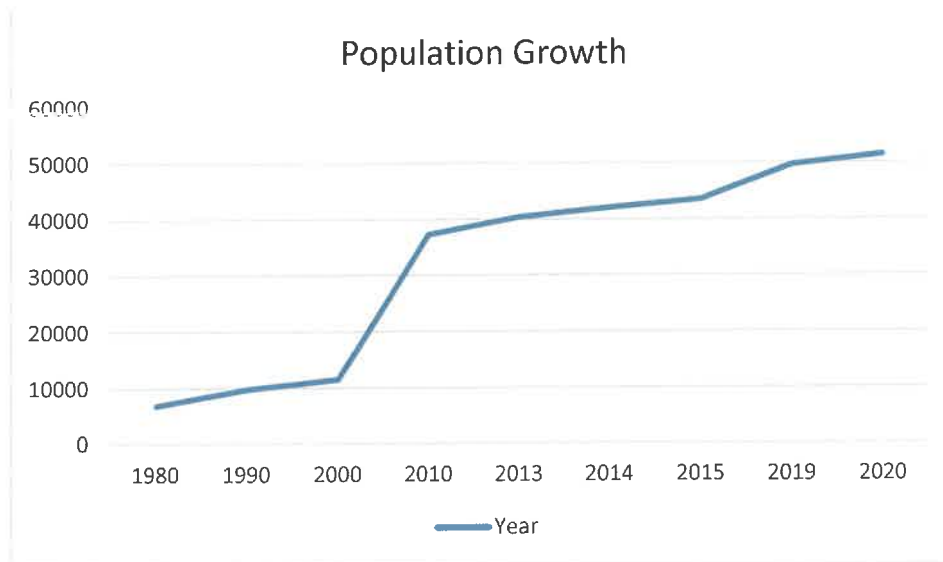
At the center of three major thoroughfares, including Interstate 10, Highway 60 and Highway 79, Beaumont offers fixed route, commuter link, and paratransit service. Passengers can connect easily with other Beaumont routes, as well as with regional transit providers such as Banning, Riverside Transit Agency (RTA) and Sunline Transit Agency at one central location, the Beaumont Walmart transit center.

Beaumont operates two commuter link routes that connect San Gorgonio Pass area residents with San Bernardino County. This express service from Beaumont stops in Calimesa, the San Bernardino Transit Center (SBTC), Kaiser Permanente Redlands medical offices, downtown Redlands, and the Jerry L. Pettis Memorial Veterans Administration Medical Center (VA). The SBTC is centrally located within downtown San Bernardino and offers extensive connection possibilities for passengers, including the Metrolink train system, OmniTrans, Victor Valley Transit Agency (VVTA), RTA and Mountain Transit.



1.2 Population Profile and Demographics

According to the most recent report published by California Department of Finance in May 2020, Beaumont is the fastest growing city not only in Riverside County, but also in the State of California. Beaumont has experienced a 3.72% population increase from January 2019 to January 2020 and has an estimated population of 51,475¹. Since the 1980s, Beaumont's population has increased exponentially and has held the title of fastest growing city in Riverside County for several years.



Beaumont has twelve (12) schools located within Beaumont Unified School District consisting of seven (7) elementary schools, two (2) middle schools, two (2) senior high schools, and one (1) charter school. Transportation provided by Beaumont Unified School District was eliminated in 2008 and many families rely on Beaumont's public transportation system to transport youth passengers to and from school. Beaumont's youth population (age 18 and under) equals 36%²; however, ridership reports taken throughout the year show youth passengers make up 56% of the total passenger base in Beaumont.

Beaumont has three large active adult communities, with another two located in Cherry Valley. Although the median age of residents in Beaumont is 35 years, persons over the age of 65 make up 13.5% of the population, not including those living in Cherry Valley³. The growing active adult communities and the corresponding increase in population for this age group may impact paratransit and fixed route needs.

¹ State of California, Department of Finance

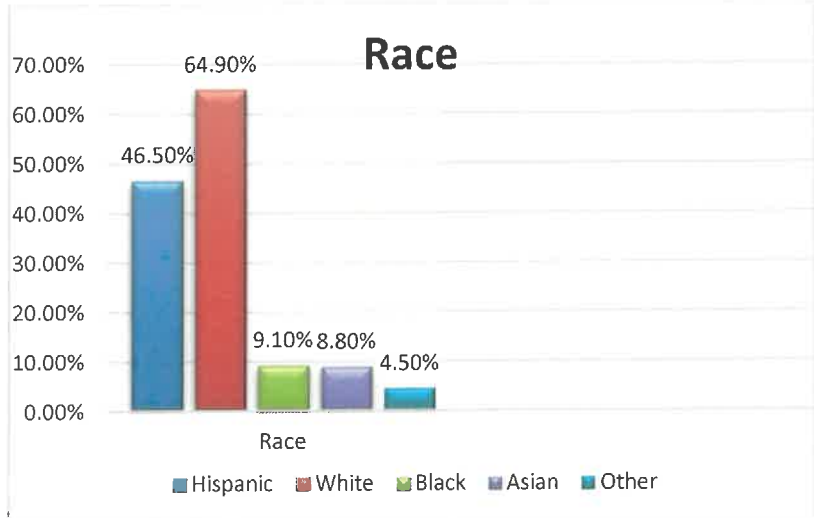
² 2015-2019 American Community Survey 5-year Estimates U.S. Census Bureau

³ Ibid

The mean household income in Beaumont is \$84,105, below California’s statewide mean household income of \$101,493⁴. The percentage of families in Beaumont whose income is below poverty level is 10.5%.

For California residents over the age of 16 years, 63.5% participate in the labor force, where Beaumont shows almost equal to the state at 61.3%. The mean travel time to work for residents of Beaumont is 34.4 minutes. This means that most of the labor force works outside of Beaumont’s city limits and into neighboring areas including Redlands, San Bernardino, Moreno Valley, and Palm Springs areas.

Beaumont residents make up two predominant races with Hispanic or Latino at 46.5%, while another 64.9% are White (not Hispanic or Latino).⁵:



Almost 87.5% of residents over 25 years have at least a high school diploma (or equivalent) with 26.1% earning a bachelor’s degree or higher degree⁶.

Ridership Demographics

Ridership surveys were conducted in December 2019 and January 2020, before COVID-19 shutdown, as part of the 2020 Comprehensive Operations Analysis. There were 427 responses.

General passengers surveyed indicate that 68% live in a household with an annual income of less than \$30,000. Approximately half of the passengers ride the service five or more days per week, with 70.5% indicating that they lack access to a personal vehicle. Additionally, almost 54% state that they use the service to travel either to work or school.

⁴ Ibid
⁵ Ibid
⁶ Ibid

Of the passengers surveyed, 36.4% state that they are Hispanic or Latino and 70.3% are 25 years or age and over.

1.3 Services - Fixed Route Transit Services and Paratransit Service, Regional Express Bus Service

Prior to COVID-19, Beaumont Transit operated seven days a week. Since March of 2020, Beaumont Transit has been operating six days a week. There have been many adjustments to the service schedule over the past year. The current service schedule is listed below. Included are the suspended routes of Route 3, 7 and 9. Route 3 will resume service in April 2021 and the peak Routes 7 and 9 will resume service as COVID recovery continues:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Casino Express	Casino Express	Casino Express	Casino Express	Casino Express	
	Route 3	Route 3	Route 3	Route 3	Route 3	
	Route 4	Route 4	Route 4	Route 4	Route 4	Route 3/4
	Route 7*	Route 7*	Route 7*	Route 7*	Route 7*	
	Route 9*	Route 9*	Route 9*	Route 9*	Route 9*	
	Commuter 120	Commuter 120	Commuter 120	Commuter 120	Commuter 120	Commuter 120
	Commuter 125	Commuter 125	Commuter 125	Commuter 125	Commuter 125	

* Peak Service

**Table 1
Description of Routes**

Route		Description	Major Destinations
Casino Express	Weekday	Downtown to Walmart with Express Service to Cabazon	Second Street Marketplace and restaurants, Walmart Regional Connection Stop, San Gorgonio Hospital servicing Casino Morongo and Outlet Malls via the I-10 freeway.
3	Weekday	Walmart to Cherry Valley via Sundance	Second Street Marketplace and restaurants, Walmart Regional Connection Stop, San Gorgonio Hospital, Sundance Community, Mountain View Middle School, San Gorgonio Middle School, Albert Chatigny Community Recreation Center, Sports Park, Cherry Valley commercial, Cherry Valley Deviations and Beaumont High School
4	Weekday	Walmart to Downtown via 3 Rings Ranch	Second Street Marketplace and restaurants, Walmart Regional Connection Stop, San Gorgonio Hospital, downtown residential areas, Glen View High School, library, 3 Rings Ranch Community, Palm Ave, Mountain View Middle School, San Gorgonio Middle School, Sports Park, Beaumont High School, north residential area, Albert Chatigny Community Recreation Center, Pennsylvania Ave
7	Weekday (Peak Service)	Tournament Hills and Fairway Canyon to Middle Schools and Beaumont High School	Following the Beaumont School District calendar: Western masterplan communities of Tournament Hills, Fairway Canyon to Beaumont High School, Mountain View Middle School, San Gorgonio Middle School, Oak Valley Shopping Center
9	Weekday (Peak Service)	Seneca Springs to Middle Schools and Beaumont High School	Following the Beaumont School District calendar: Southern masterplan community of Seneca Springs, Beaumont High School, Mountain View Middle School, and San Gorgonio Middle School
3/4	Weekend	Walmart to Cherry Valley via Downtown	Second Street Marketplace and restaurants, Walmart Regional Connection Stop, San Gorgonio Hospital, downtown residential areas, Glen View High School, library, 3 Rings Ranch Community, Palm Ave, Mountain View Middle School, San Gorgonio Middle School, Sports Park, Beaumont High School, Cherry Valley Commercial, north residential area, Albert Chatigny Community Recreation Center, Pennsylvania Ave
CL 120	Weekday and Saturday	Walmart to San Bernardino Transit Center	Walmart, Beaumont Civic Center, Calimesa downtown shopping centers, Calimesa Library, San Bernardino Transit Center
CL 125	Weekday	Walmart to Loma Linda Veterans Hospital	Walmart, Beaumont Civic Center, Redlands Transit Center, Kaiser Redlands Medical Office, Loma Linda Veteran's Affairs Hospital and Loma Linda Medical Center
City Wide DAR	Weekday	Demand Response/Reservation Based	Service for Seniors 65+, and persons certified under American Disability Act (ADA) that live in the City of Beaumont and parts of Cherry Valley who are going to places in Beaumont or certain areas within Cherry Valley. Additionally, service is provided to persons who live within 3/4 of a mile from a FR stop and going to a destination also within an area of 3/4 of a mile from a FR stop

Fixed Route

Beaumont normally operates five weekday fixed routes, two in peak service only, and one weekend fixed route. Due to COVID-19, the two peak route services have been suspended due to the close of the school district in March of 2020.

Fixed Route service hours are:

Monday through Friday	6:30 a.m. to 6:40 p.m.
Saturday	8:00 a.m. to 5:00 p.m.

During the holidays of Martin Luther King Jr. Day, Presidents' Day, Columbus Day, Veterans Day, and Day after Thanksgiving, Beaumont operates limited service and follows a Saturday schedule.

Beaumont does not operate on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day.

Paratransit Services

Paratransit service, otherwise known as Dial-A-Ride (DAR), is a reservation-based curb to curb service for residents of Beaumont and parts of unincorporated Cherry Valley. Qualified passengers include those who reside 3/4 of a mile from a fixed bus route and are certified under the American with Disabilities Act (ADA). Due to COVID-19, Beaumont Transit has suspended transportation of passengers 65 years of age or over, without ADA certification.

DAR service hours are:

Persons with ADA certification

Monday through Friday	6:30 a.m. to 6:30 p.m.
Saturday	8:00 a.m. to 5:00 p.m.

DAR observes the same holiday schedule as the fixed route system. Limited Service is provided on Martin Luther King Jr. Day, Presidents' Day, Columbus Day, Veterans Day, and Day after Thanksgiving. No service is provided on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day.

Regional Express Bus Service

Beaumont operates two regional express routes, including Commuter Link (CL) 120 and Commuter Link (CL) 125. The CL 120 originates at Beaumont's Walmart transit center and provides service to and from Walmart, the Beaumont Civic Center, Calimesa, and San Bernardino Transit Center (SBTC). The CL 125 also originates at Beaumont Walmart transit center and provides service to and from Redlands Transit Center, Loma Linda VA Hospital, and Kaiser Medical Offices in Redlands.

Commuter Link service hours are:

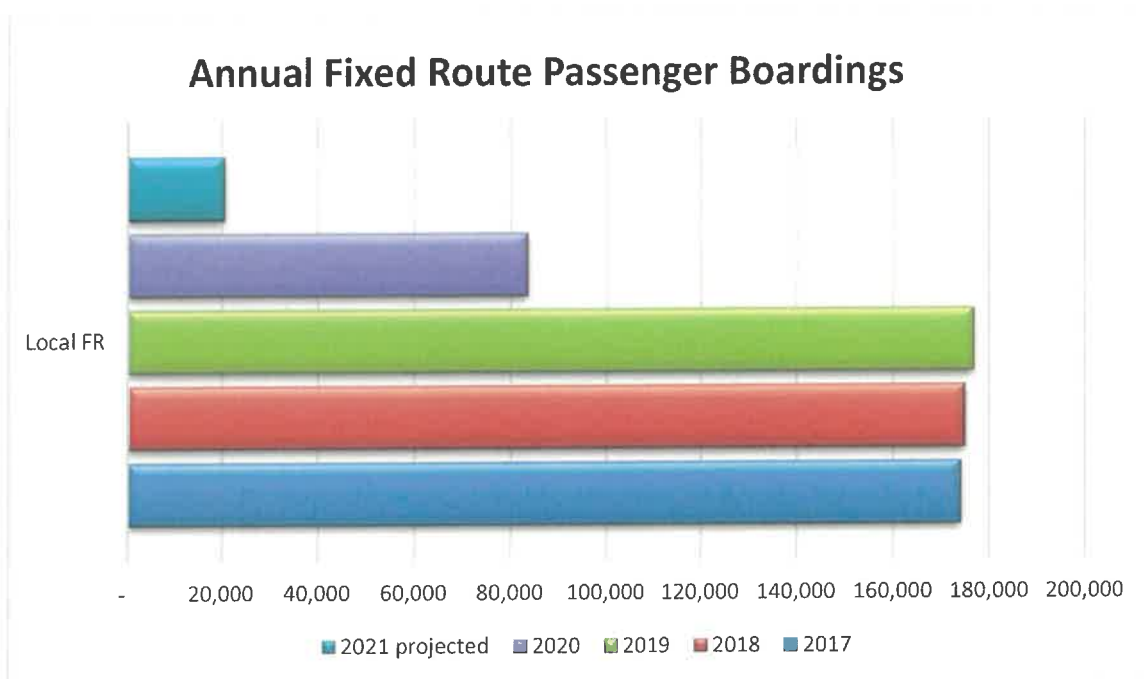
Monday through Friday
Saturday

5:30 a.m. to 7:00 p.m.
7:30 a.m. to 5:20 p.m.

1.4 Ridership, Revenue Miles, Revenue Hours

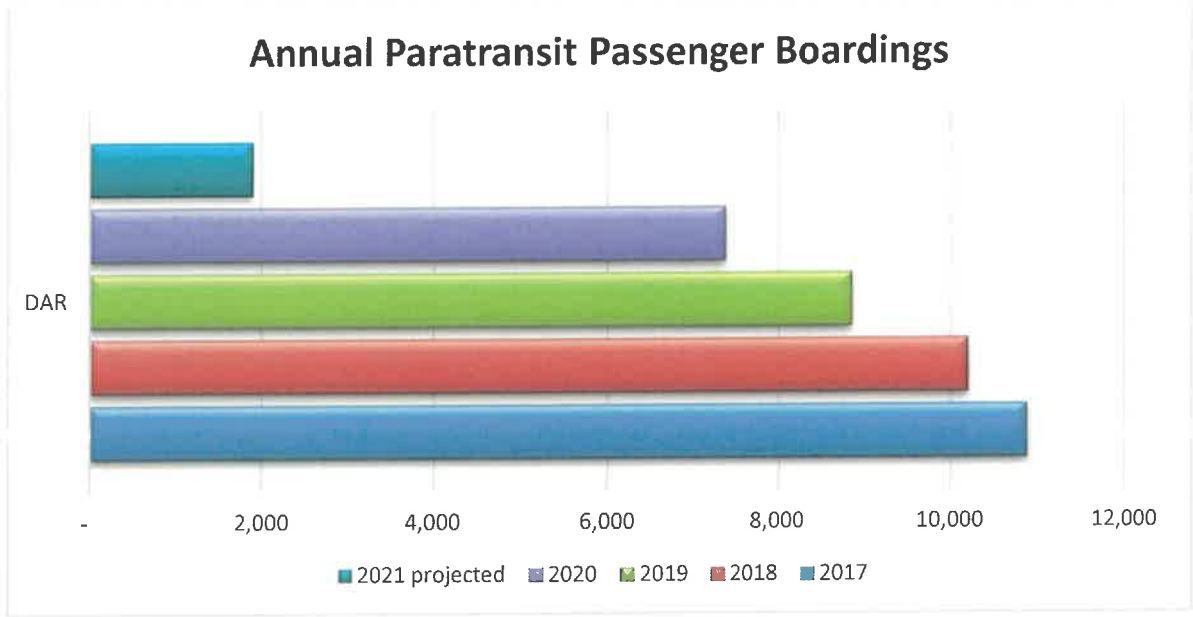
Fixed Route

The 2017, 2018, and 2019 fiscal year’s passenger boarding’s were similar. The average boarding’s for the three years was 175,237. In the FY 21 SRTP, Beaumont Transit forecasted passenger boarding’s would see a decrease of 39% to close FY 20. Actual numbers closing FY 20 show an actual decline of 52% over prior years. Total fixed route passenger boarding’s for FY 20 was 83,699. Unfortunately, most of FY 21 experienced the effects of COVID-19 and passenger boarding’s continued to decrease. It is projected that total fixed route passenger boarding’s to end FY 21 will be 20,623. This is a 75% decline from FY 20 and an 88% decline compared to FY’s 17, 18, and 19 passenger boarding’s.



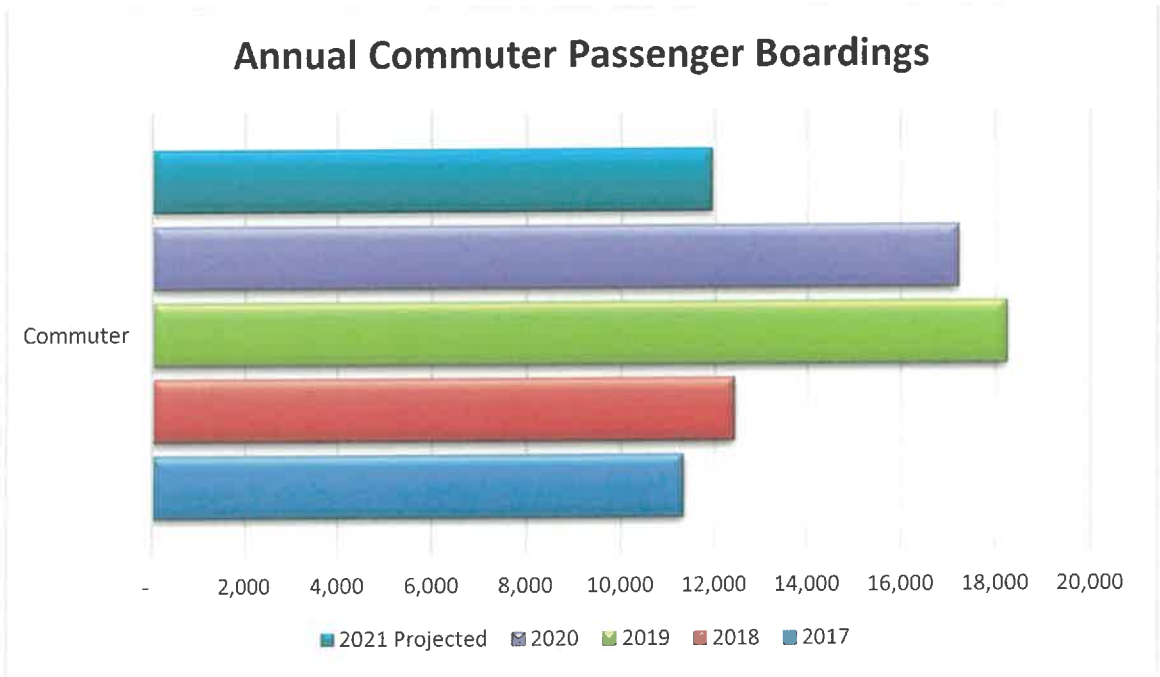
Paratransit Services

In response to the pandemic and social distancing guidelines due to COVID-19, Beaumont Transit’s Dial-A-Ride (DAR) has experienced a decrease in passenger trips in FY 20 compared to FY 19 by 34%. In FY 19, there were 8,862 passenger trips. FY 20 ended with 5,820 passenger trips. FY 21 is projected to have completed 1,909 passenger trips which is a 78% decline from FY 19 and a 67% decline from FY 20. The decline can be attributed to the reduction of service to only those persons certified under the Americans Disability Act.



Regional Express Bus Service

Commuter Link service has experienced a small decrease in passenger boarding's compared to the fixed route and DAR services Beaumont Transit offers. The fractional decline in boarding's can be attributed to an increase of service and frequency of the service. In 2019 there were 18,252 boarding's. FY 20 had 17,224 boarding's and is a 6% decline compared to FY 19. FY 21 is projected to end with 11,958 passenger boarding's which is a 31% decline compared to FY 20 and 35% decline compared to FY 19.



1.5 Current Fare Structure

Fixed Route

On fixed route service, passengers pay general fare unless they qualify for a discounted fare. Discounted fares are available to seniors, persons with disabilities, veterans, or active military. Children 46" tall or under ride for \$0.25 with a paying adult. The following is the current fare structure:

Fare Category	Base Fare	Day Pass	10 Ticket Book	Monthly Pass
General	\$1.25	\$3.10	\$12.50	\$39.13
Child (46" tall or under) Accompanied by a paying adult. Limit 2	\$0.25	N/A	N/A	N/A
Senior/Disabled (60+)	\$0.75	\$1.90	\$7.50	\$24.80
Military Veterans	\$0.75	\$1.90	\$7.50	\$24.80
Deviations (Route 3 and 4)	\$0.50	N/A	N/A	N/A
Go Pass: MSJC Students (During valid session only)	Free	N/A	N/A	N/A
Active Military	Free	N/A	N/A	N/A

Paratransit Services

Fare Categories	Base Fare	10-Ride Punch Card
One-Way	\$2.00	\$18.00
Companion & Child	\$3.00	N/A
PCA (with ID)	Free	Free
No Show	\$2.00	N/A

Regional Express Bus Service

Fare Categories	Base Fare	10 Ride Punch Card	Day Pass	Monthly Pass
General	\$3.50	\$31.50	\$8.00	\$75.00
Child (46" tall or under) Accompanied by a paying adult. Limit 2	\$2.50	\$22.50	\$6.00	\$50.00
Senior/Disabled (60+)	\$2.50	\$22.50	\$6.00	\$50.00
Military Veterans	\$2.50	\$22.50	\$6.00	\$50.00
Active Military	Free	N/A	N/A	N/A

Fare Collection Systems

There are a variety of options available to passengers to pay fares. Passengers can purchase monthly passes at the Beaumont Civic Center where cash, check or credit cards are acceptable forms of payment. Onboard the bus, passengers can purchase ticket books, punch cards, and

day passes from the driver using cash or check. Beaumont Transit has also partnered with Token Transit as an additional fare payment option.

Token Transit is used primarily on the peak routes; Routes 7 and 9. In FY 20, 28% of the passengers on Route 7 use Token Transit. 30% of the Route 9 passengers use Token Transit. Predominately, passengers use cash or prepaid tickets as their preferred fare media for transportation.

Incentive Programs and Ridership Promotion

Before COVID-19, Beaumont Transit actively participated in many community events throughout the calendar year, including the annual Cherry Festival parade, holiday light parade, Touch-A-Bus, Trunk-or-Treat, Veteran's Expo, Stuff-the-Bus, and Free Fare Friday.

Beaumont Transit applied for and received funding for a free fare promotion through Low Carbon Transportation Operation Program (LCTOP) for FY 20. All passengers have been able to ride Beaumont Transit free because of this grant funding opportunity. Beaumont Transit is partnering with our neighboring agency, Banning Connect, to continue to offer free fare for passengers from July 2021 through December 2021. Beaumont and Banning will jointly share advertising and outreach efforts to gain confidence of our choice and dependent passengers to get on board public transportation again as we recover from COVID-19 restrictions.

Beaumont offers a real-time bus tracking system called Double Map for our passengers to use. This program, initially purchased in 2016, promotes the reliability of the local transit system for passengers. This real-time bus tracking is accessible on a free smart phone app or through any connection with the Internet. This program gives passengers the ability to find and track their buses to eliminate unnecessary waiting.

1.6 Revenue Fleet

Beaumont Transit's fleet consists of twenty-two vehicles, fourteen of which are CNG fueled and the other eight by gasoline, as shown in Tables 1.1. Two of the gas buses are out of service and are in the process of being replaced with electric shuttles. Three new CNG vehicles were delivered in FY 21 and are in service. The CNG fueled vehicles meet the emission mitigation standards mandated by the California Air Resources Board (CARB).

Beaumont maximizes the life of vehicles in our fleet. Most of the vehicles are considered Medium Duty vehicles under Federal Transit Administration (FTA) and have a 7-year, 200,000-mile life expectancy⁷. Beaumont maintenance keeps vehicles in service longer than FTA guidelines.

⁷ https://www.transitwiki.org/TransitWiki/images/6/64/Useful_Life_of_Buses.pdf

Table 1.1 - Fleet Inventory
FY 2021/22 Short Range Transit Plan
 City of Beaumont

Bus (Motorbus) / Directly Operated

Year Built	Mfg. Code	Model Code	Seating Capacity	Lift and Ramp Equipped	Vehicle Length	Fuel Type Code	# of Active Vehicles FY 2020/21	# of Contingency Vehicles FY 2020/21	Life to Date Vehicle Miles Prior Year End FY 2019/20	Life to Date Vehicle Miles through March FY 2020/21	Average Lifetime Miles Per Active Vehicle As Of Year-To-Date (e.g., March) FY 2020/21
2010	CMD	C 5500	28	1	32	CN			230,600	233,880	
2015	EBC	XHF 40	43	1	40	CN			57,702	69,003	
2011	EDN	EDN	30	1	33	GA			278,190	297,396	
2011	EDN	EDN	30	1	33	CN			165,591	173,617	
2015	EDN	XHF 40	43	1	40	CN			51,249	73,757	
2015	EDN	XHF 40	43	1	40	CN			48,907	67,721	
2019	GLV	GLV	28	1	33	CN				2,919	
2019	GLV	GLV	28	1	33	CN				2,847	
2009	GMC	C-5500	28	1	32	CN			187,418	188,545	
2009	STR	C-5500	28	1	32	CN			219,620	224,959	
Totals:									1,239,277	1,334,644	

Table 1.1 - Fleet Inventory
FY 2021/22 Short Range Transit Plan
 City of Beaumont

Commuter Bus / Directly Operated

Year Built	Mfg. Code	Model Code	Seating Capacity	Lift and Ramp Equipped	Vehicle Length	Fuel Type Code	# of Active Vehicles FY 2020/21	# of Contingency Vehicles FY 2020/21	Life to Date Vehicle Miles Prior Year End FY 2019/20	Life to Date Vehicle Miles through March FY 2020/21	Average Lifetime Miles Per Active Vehicle As Of Year-To-Date (e.g., March) FY 2020/21
2018	EDN	EZRider II	30	1	32	CN			72,726	111,121	
2011	EDN	FORD 550	30	1	33	GA			318,361	339,791	
2011	EDN	FORD F550	30	1	33	GA			338,738	358,625	
2016	EDN	FORD F550	30	1	33	CN			94,643	119,368	
2010	FRD	Ford E450	16	1	24	GA			345,017	359,779	
2010	FRD	Ford E-450	16	1	24	GA			396,901	413,377	
2010	FRD	Ford E-450	16	1	24	GA			379,989	389,699	
2019	GLV	GLV	28	1	33	CN				2,833	
2010	STR	C-5500	30	1	32	GA			341,112	354,712	
Totals:			226	9					2,287,487	2,449,305	

Table 1.1 - Fleet Inventory
FY 2021/22 Short Range Transit Plan
 City of Beaumont

Demand Response / Directly Operated

Year Built	Mfg. Code	Model Code	Seating Capacity	Lift and Ramp Equipped	Vehicle Length	Fuel Type Code	# of Active Vehicles FY 2020/21	# of Contingency Vehicles FY 2020/21	Life to Date Vehicle Miles Prior Year End FY 2019/20	Life to Date Vehicle Miles through March FY 2020/21	Average Lifetime Miles Per Active Vehicle As Of Year-To-Date (e.g., March) FY 2020/21
2016	EDN	FORD E-450	20	1	24	CN			51,571	57,918	
Totals:											
			20	1					51,571	57,918	

All vehicles meet the ADA accessibility requirements and are equipped with bike racks. Vehicle capacity ranges in size from 16 passengers to 43 passengers.

Beaumont Transit is in the finishing stages of rebranding our agency from Beaumont Pass Transit to Beaumont Transit. We have rebranded our buses with new wraps. Below is an example of our new bus wrap.



1.7 Existing Facilities and Bus Stop Amenities

Existing Transit Facilities

Administrative services for Beaumont Transit are temporarily located in the heart of downtown Beaumont at the Beaumont Civic Center, 550 E 6th Street, Building D. It is at this location where dispatch, administrative assistance, and the operations yard are located.

Customer service calls for general information, route planning, and Dial-A-Ride appointments are serviced at this location, while walk in customers, including the purchase of fare media, are serviced within the main civic center building.

The Fleet maintenance operations is located at 550 California Ave, approximately 1 mile from the administrative building.

Bus Stop Amenities

Beaumont has 23 bus shelters, 157 bus stops, and a dozen stops with benches. Staff is working with the City of Beaumont Engineering Department to create plans and a request for proposal to improve the Walmart Regional Bus Stop which connects passengers with four transit agencies. This improvement is funded by the Low Carbon Transportation Operations Program

(LCTOP) FY 18 award. Additionally, LCTOP will install bus shelters at two other locations located in the disadvantaged community of Beaumont, including the Beaumont Library.

1.8 Existing Coordination Between Transit Agencies

Because the San Geronio Pass area is geographically isolated from the desert, western Riverside County and the urban area of San Bernardino county, public transit coordination is vital for the movement of passengers. Passengers traverse cities to accomplish needs such as social services, employment opportunities, and more diverse commercial businesses.

Beaumont has entered into multiple agreements with surrounding transit operators, including Banning, OmniTrans, RTA, and Victor Valley Transit Authority (VVTA). The 2019 interagency agreement with Banning has an added feature of a paper transfer system, reminiscent of the early 2000s. This has proven to be problematic to Beaumont's transit-dependent residents needing to access social services, the courthouse, and DMV services, all located in Banning, as they are now faced with a "two-seat" ride each way.

Agreements with OmniTrans, RTA and VVTA have added value for connecting passengers.

- Passengers presenting a Beaumont multi use (day or month) pass can connect to OmniTrans, RTA or VVTA for free wherever the two agencies connect.
- Passengers presenting a multi-use (day, week, or month) pass from OmniTrans or VVTA receive a \$1.00 discount on commuter service or free connection with our fixed route wherever we connect.
- Passengers presenting RTA multi use pass (day, week, or month) connect for free to Beaumont's commuter and fixed route service wherever the two agencies connect.

1.9 Prior or Existing Studies and Plans

Beaumont completed a Comprehensive Operations Analysis (COA) in 2020. There are three phases to implementing the action plan outlined by the independent consultant.

- Phase 1 was a discovery phase wherein surveys were conducted, on-time performance analyzed, and preliminary findings were documented.
- Phase 2 addressed a funding analysis including a fare equity analysis, route evaluation, and service recommendations.
- Phase 3 developed an action plan including a 5-year action plan with short-term, mid-term, and long-term recommendations.

Short-Term plan includes discussing a return to regular service under the guidance provided by the Centers for Disease Control (CDC). Vehicle capacity is discussed as the biggest challenge moving forward and the ability to meet the needs of passengers as schools reopen.

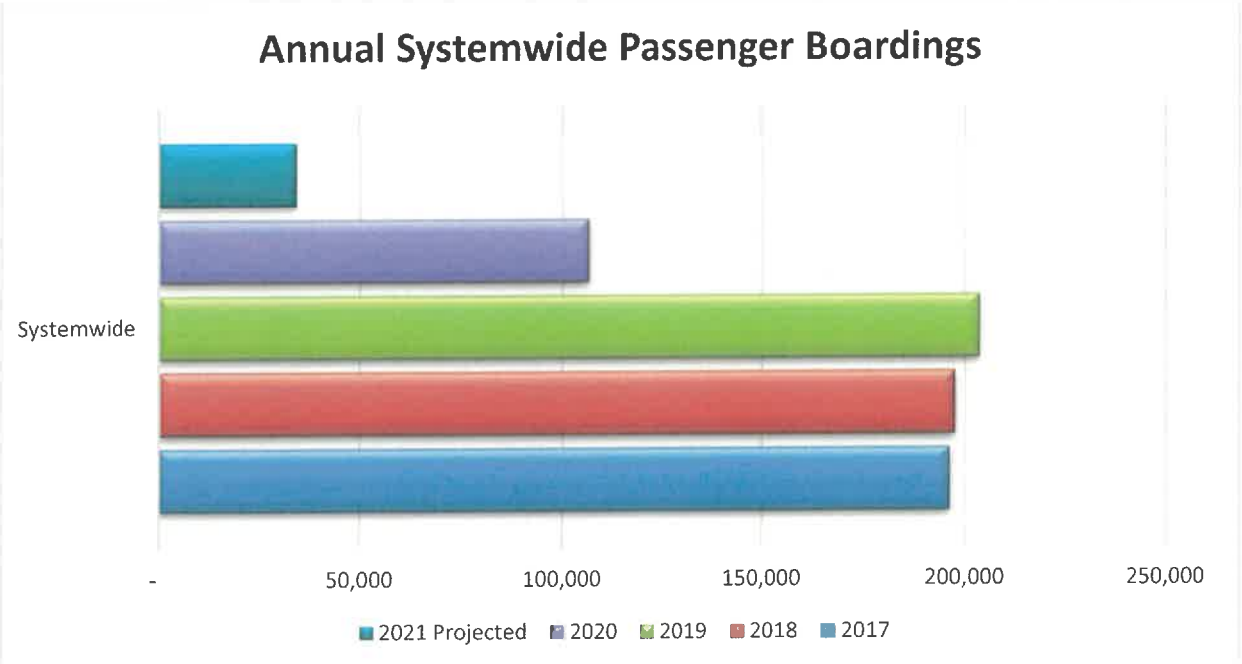
Additionally, improvements to on-time performance and mid-trip fueling were discussed and recommendations for improvement were offered.

Mid-Term plan (now through December 2022) recommendations include the elimination of service to Calimesa. It was found that few individuals travel to or from Calimesa. The Calimesa stop slows down the commuter route whose primary purpose is to connect to San Bernardino. Second, it is recommended to implement a 20% fare increase once the on-time performance is resolved. Third, enhance the commuting options to the logistic center that is a major employment center of the city and includes Amazon Distribution Center. Finally, integration to the new operations and fleet maintenance facility with the routes to offer service in the area. Other recommendations include enhancing connectivity with Banning and RTA transit agencies and building a Bus Stop Improvement Plan.

Long-Term plan (Jan 2023 – June 2025) gave recommendations for the future including expanding local service to emerging residential neighborhoods. Realignment of routes to a more centralized transfer station is discussed. Transition to an alternative fuel fleet and infrastructure is an ongoing project. Finally, COA consultants recommend introducing more technology for passengers to offer predictive arrival features.

CHAPTER 2 - EXISTING SERVICE AND ROUTE PERFORMANCE

Fiscal Year 20 was a challenging year for everyone, including public transportation due to COVID-19. The year was projected to end with less passenger trips than years prior, however the pandemic created and continues to create passenger boarding’s significantly less then were thought possible. Beaumont Transit systemwide passenger trips for FY 20 ended with 106,743 passenger trips. This is lower than the passenger trips that were projected and delivered in FY 19. In FY 19, systemwide passenger trips, including paratransit, totaled 203,660. FY 21 is projected to end significantly lower at 34,500 passenger trips. An 83% decline from 2019 and a 68% decline from FY 20.



There are two primary reasons to explain why Beaumont Transit is experiencing a decline in passenger boarding's. First, is the pandemic. The stay-at-home order negatively impacted Beaumont's operations since passengers were not going to work or school. As the school district and stores begin to open and the social distancing mandate lifted, we hope to see Beaumont Transit's passenger boarding's increase. Second, Beaumont eliminated service on the Route 2 in FY 20. The Route 2 previously connected Beaumont passengers in the low income and downtown area to social services in Banning; however, this service was eliminated with the entering of an Interagency Agreement with City of Banning which took effect July 1, 2019.

2.1 Key Performance Indicators

Beaumont Transit monitors performance indicators throughout the year to ensure the system is performing productively. Customer complaints and suggestions are received, noted, and implemented where appropriate. Route schedules and timepoints are reviewed for connectivity with other routes and regional connection opportunities. Department expenses are monitored for farebox recovery ratio.

RCTC also provides an ability to demonstrate performance indicators in Table 2.0. Key performance indicators include seven discretionary and one mandatory, with transit operators required to meet four of the seven discretionary indicators. Beaumont currently fails to meet the mandatory performance indicator of 10% farebox recovery ratio and meets five of the seven discretionary.

Table 2.0 -- Service Provider Performance Targets Report
 FY 2020/21 Short Range Transit Plan Review
 City of Beaumont

Data Elements	FY 2020/21 Plan	FY 2020/21 Target	FY 2020/21 Year to Date Through 3rd Quarter	Year to Date Performance Scorecard
Unlinked Passenger Trips	169,846			
Passenger Miles	1,477,908			
Total Actual Vehicle Revenue Hours	26,560.0			
Total Actual Vehicle Revenue Miles	567,924.0			
Total Actual Vehicle Miles	590,904.0			
Total Operating Expenses	\$2,775,646			
Total Passenger Fare Revenue	\$307,338			
Net Operating Expenses	\$2,468,308			
Performance Indicators				
Mandatory:				
1. Farebox Recovery Ratio	14.43%	>= 10.00%	2.15%	Fails to Meet Target
Discretionary:				
1. Operating Cost Per Revenue Hour	\$104.50	<= \$83.25	\$67.99	Meets Target
2. Subsidy Per Passenger	\$14.53	>= \$10.05 and <= \$13.59	\$25.73	Better Than Target
3. Subsidy Per Passenger Mile	\$1.67	>= \$2.10 and <= \$2.84	\$5.67	Better Than Target
4. Subsidy Per Hour	\$92.93	>= \$62.24 and <= \$84.20	\$66.53	Meets Target
5. Subsidy Per Mile	\$4.35	>= \$2.92 and <= \$3.96	\$2.96	Meets Target
6. Passengers Per Revenue Hour	6.39	>= 5.27 and <= 7.13	2.59	Fails to Meet Target
7. Passengers Per Revenue Mile	0.30	>= 0.25 and <= 0.33	0.11	Fails to Meet Target

Note: Must meet at least 4 out of 7 Discretionary Performance Indicators

Productivity Performance Summary:

Service Provider Comments:

2.2 SRTP Performance Report

In FY 20, when the SRTP was prepared for FY 21, Beaumont set a plan for performance. RCTC in turn set targets for Beaumont to keep in mind as the year of operation. The following Table 2.1 outlines the planned performance indicators for FY 21 and compares the FY 22 plan to the FY 21 targets.

At the time of this draft and printing of reports, targets have not been set by RCTC. This section will be updated when the targets are set.

FY 2021/22 - Table 2.1 -- SRTP Performance Report
Service Provider: City of Beaumont
All Routes

Performance Indicators	FY 2019/20 End of Year Actual	FY 2020/21 3rd Quarter Year-to-Date	FY 2021/22 Plan	FY 2021/22 Target	Plan Performance Scorecard (a)
Passengers	108,367	26,383	84,316	None	
Passenger Miles	517,775	119,731	785,168	None	
Revenue Hours	18,380.8	10,205.2	18,930.0	None	
Total Hours	19,852.3	11,348.1	21,394.0	None	
Revenue Miles	393,041.0	229,575.0	359,560.0	None	
Total Miles	409,890.0	239,255.0	417,064.0	None	
Operating Costs	\$1,522,741	\$693,892	\$2,535,849	None	
Passenger Revenue	\$136,784	\$14,949	\$168,650	None	
Measure-A Revenue				None	
LCTOP Revenue			\$40,465	None	
Operating Subsidy	\$1,385,957	\$678,943	\$2,367,199	None	
Operating Costs Per Revenue Hour	\$82.84	\$67.99	\$133.96	None	
Operating Cost Per Revenue Mile	\$3.87	\$3.02	\$7.05	None	
Operating Costs Per Passenger	\$14.05	\$26.30	\$30.08	None	
Farebox Recovery Ratio	8.98%	2.15%	8.24%	None	
Subsidy Per Passenger	\$12.79	\$25.73	\$28.08	None	
Subsidy Per Passenger Mile	\$2.68	\$5.67	\$3.01	None	
Subsidy Per Revenue Hour	\$75.40	\$66.53	\$125.05	None	
Subsidy Per Revenue Mile	\$3.53	\$2.96	\$6.58	None	
Passengers Per Revenue Hour	5.90	2.59	4.45	None	
Passengers Per Revenue Mile	0.28	0.11	0.23	None	

a) The Plan Performance Scorecard column is the result of comparing the FY 2021/22 Plan to the FY 2021/22 Primary Target.

2.3 SRTP Service Summary

In the following pages are reports that give an insight on how the Beaumont Transit service is performing in various areas compared to years past, as well as the plan for the coming fiscal year.

Table 2.2 Service Summary for City of Beaumont All Routes: Like Table 2.1 above, this table compares 3rd Quarter actual of FY 21 to the plan of FY 21. In addition, the table also shows actual audited figures for FY 19 and 20 as well as showing FY 21 compared to FY 22 plan. This table shows all routes Beaumont operates including Dial-A-Ride and excluded routes.

Table 2.2 -- City of Beaumont -- SRTP Service Summary
FY 2021/22 Short Range Transit Plan
All Routes

	FY 2018/19 Audited	FY 2019/20 Audited	FY 2020/21 Plan	FY 2020/21 3rd Qtr Actual	FY 2021/22 Plan
Fleet Characteristics					
Peak-Hour Fleet	9	9	13	4	12
Financial Data					
Total Operating Expenses	\$2,796,318	\$1,522,741	\$2,775,646	\$693,892	\$2,535,849
Total Passenger Fare Revenue	\$240,041	\$136,784	\$400,684	\$14,949	\$209,115
Net Operating Expenses (Subsidies)	\$2,556,276	\$1,385,957	\$2,468,308	\$678,943	\$2,367,199
Operating Characteristics					
Unlinked Passenger Trips	204,274	108,367	169,846	26,383	84,316
Passenger Miles	976,877	517,775	1,477,908	119,731	785,168
Total Actual Vehicle Revenue Hours (a)	24,456.7	18,380.8	26,560.0	10,205.2	18,930.0
Total Actual Vehicle Revenue Miles (b)	457,808.9	393,041.0	567,924.0	229,575.0	359,560.0
Total Actual Vehicle Miles	483,043.8	409,890.0	590,904.0	239,255.0	417,064.0
Performance Characteristics					
Operating Cost per Revenue Hour	\$114.34	\$82.84	\$104.50	\$67.99	\$133.96
Farebox Recovery Ratio	8.58%	8.98%	14.43%	2.15%	8.24%
Subsidy per Passenger	\$12.51	\$12.79	\$14.53	\$25.73	\$28.08
Subsidy per Passenger Mile	\$2.62	\$2.68	\$1.67	\$5.67	\$3.01
Subsidy per Revenue Hour (a)	\$104.52	\$75.40	\$92.93	\$66.53	\$125.05
Subsidy per Revenue Mile (b)	\$5.58	\$3.53	\$4.35	\$2.96	\$6.58
Passenger per Revenue Hour (a)	8.4	5.9	6.4	2.6	4.5
Passenger per Revenue Mile (b)	0.45	0.28	0.30	0.11	0.23

(a) Train Hours for Rail Modes. (b) Car Miles for Rail Modes.

Table 2.2 is further broken down into Excluded and Non-Excluded Routes. The following two tables reflect these two categories.

In FY 21, Beaumont had 4 excluded routes from the farebox recovery ratio reporting. These routes were Casino Express, Route 3/4, Commuter Link 120 and Commuter Link 125. Excluded Routes are new routes or routes that have had 25% change in route. Being excluded gives a grace period for the route to perform and gain passenger ridership for three years.

More detail on excluded routes is in Table 2.2A

Table 2.2 -- City of Beaumont -- SRTP Service Summary
FY 2021/22 Short Range Transit Plan
Excluded Routes

	FY 2018/19 Audited	FY 2019/20 Audited	FY 2020/21 Plan	FY 2020/21 3rd Qtr Actual	FY 2021/22 Plan
Fleet Characteristics					
Peak-Hour Fleet	2	4	5	2	5
Financial Data					
Total Operating Expenses	\$460,249	\$1,110,135	\$1,359,487	\$513,991	\$1,486,755
Total Passenger Fare Revenue	\$14,420	\$44,092	\$163,923	\$7,546	\$71,950
Net Operating Expenses (Subsidies)	\$445,829	\$1,066,044	\$1,241,987	\$506,444	\$1,435,605
Operating Characteristics					
Unlinked Passenger Trips	7,344	33,563	52,476	14,400	19,634
Passenger Miles	35,251	161,102	801,695	69,120	429,778
Total Actual Vehicle Revenue Hours (a)	2,849.2	10,461.4	16,116.0	6,538.7	11,809.0
Total Actual Vehicle Revenue Miles (b)	76,021.0	266,476.0	425,086.0	164,300.0	266,082.0
Total Actual Vehicle Miles	77,316.0	272,658.0	434,330.0	169,759.0	312,410.0
Performance Characteristics					
Operating Cost per Revenue Hour	\$161.54	\$106.12	\$84.36	\$78.61	\$125.90
Farebox Recovery Ratio	3.13%	3.97%	12.05%	1.47%	4.83%
Subsidy per Passenger	\$60.71	\$31.76	\$23.67	\$35.17	\$73.12
Subsidy per Passenger Mile	\$12.65	\$6.62	\$1.55	\$7.33	\$3.34
Subsidy per Revenue Hour (a)	\$156.48	\$101.90	\$77.07	\$77.45	\$121.57
Subsidy per Revenue Mile (b)	\$5.86	\$4.00	\$2.92	\$3.08	\$5.40
Passenger per Revenue Hour (a)	2.6	3.2	3.3	2.2	1.7
Passenger per Revenue Mile (b)	0.10	0.13	0.12	0.09	0.07

(a) Train Hours for Rail Modes. (b) Car Miles for Rail Modes.

Table 2.2 -- City of Beaumont -- SRTP Service Summary
FY 2021/22 Short Range Transit Plan
Non-Excluded Routes

	FY 2018/19 Audited	FY 2019/20 Audited	FY 2020/21 Plan	FY 2020/21 3rd Qtr Actual	FY 2021/22 Plan
Fleet Characteristics					
Peak-Hour Fleet	8	7	8	3	7
Financial Data					
Total Operating Expenses	\$2,336,069	\$412,606	\$1,416,159	\$179,901	\$1,049,094
Total Passenger Fare Revenue	\$225,621	\$92,693	\$236,761	\$7,402	\$137,165
Net Operating Expenses (Subsidies)	\$2,110,448	\$319,913	\$1,226,321	\$172,499	\$931,594
Operating Characteristics					
Unlinked Passenger Trips	196,930	74,804	117,370	11,983	64,682
Passenger Miles	941,626	356,673	676,213	50,611	355,390
Total Actual Vehicle Revenue Hours (a)	21,607.6	7,919.3	10,444.0	3,666.5	7,121.0
Total Actual Vehicle Revenue Miles (b)	381,787.9	126,565.0	142,838.0	65,275.0	93,478.0
Total Actual Vehicle Miles	405,727.8	137,232.0	156,574.0	69,496.0	104,654.0
Performance Characteristics					
Operating Cost per Revenue Hour	\$108.11	\$52.10	\$135.60	\$49.07	\$147.32
Farebox Recovery Ratio	9.66%	22.47%	16.71%	4.11%	13.07%
Subsidy per Passenger	\$10.72	\$4.28	\$10.45	\$14.40	\$14.40
Subsidy per Passenger Mile	\$2.24	\$0.90	\$1.81	\$3.41	\$2.62
Subsidy per Revenue Hour (a)	\$97.67	\$40.40	\$117.42	\$47.05	\$130.82
Subsidy per Revenue Mile (b)	\$5.53	\$2.53	\$8.59	\$2.64	\$9.97
Passenger per Revenue Hour (a)	9.1	9.5	11.2	3.3	9.1
Passenger per Revenue Mile (b)	0.52	0.59	0.82	0.18	0.69

(a) Train Hours for Rail Modes. (b) Car Miles for Rail Modes.

Table 2.2 -- Beaumont-BUS -- SRTP Service Summary
FY 2021/22 Short Range Transit Plan
All Routes

	FY 2018/19 Audited	FY 2019/20 Audited	FY 2020/21 Plan	FY 2020/21 3rd Qtr Actual	FY 2021/22 Plan
Fleet Characteristics					
Peak-Hour Fleet	8	8	11	4	11
Financial Data					
Total Operating Expenses	\$2,528,180	\$1,334,203	\$2,471,923	\$583,021	\$2,318,526
Total Passenger Fare Revenue	\$236,763	\$116,125	\$376,684	\$11,486	\$189,115
Net Operating Expenses (Subsidies)	\$2,291,416	\$1,218,078	\$2,188,585	\$571,535	\$2,169,876
Operating Characteristics					
Unlinked Passenger Trips	195,400	102,547	160,782	24,944	82,486
Passenger Miles	937,920	492,226	1,429,869	119,731	777,299
Total Actual Vehicle Revenue Hours (a)	21,785.4	16,571.9	23,844.0	9,751.2	18,295.0
Total Actual Vehicle Revenue Miles (b)	424,129.0	369,493.0	532,748.0	219,507.0	346,810.0
Total Actual Vehicle Miles	445,928.3	383,827.0	552,664.0	227,562.0	402,230.0
Performance Characteristics					
Operating Cost per Revenue Hour	\$116.05	\$80.51	\$103.67	\$59.79	\$126.73
Farebox Recovery Ratio	9.36%	8.70%	15.23%	1.97%	8.15%
Subsidy per Passenger	\$11.73	\$11.88	\$13.61	\$22.91	\$26.31
Subsidy per Passenger Mile	\$2.44	\$2.47	\$1.53	\$4.77	\$2.79
Subsidy per Revenue Hour (a)	\$105.18	\$73.50	\$91.79	\$58.61	\$118.60
Subsidy per Revenue Mile (b)	\$5.40	\$3.30	\$4.11	\$2.60	\$6.26
Passenger per Revenue Hour (a)	9.0	6.2	6.7	2.6	4.5
Passenger per Revenue Mile (b)	0.46	0.28	0.30	0.11	0.24

(a) Train Hours for Rail Modes. (b) Car Miles for Rail Modes.

Table 2.2 -- Beaumont-DAR -- SRTP Service Summary
FY 2021/22 Short Range Transit Plan
All Routes

	FY 2018/19 Audited	FY 2019/20 Audited	FY 2020/21 Plan	FY 2020/21 3rd Qtr Actual	FY 2021/22 Plan
Fleet Characteristics					
Peak-Hour Fleet	1	1	2	1	1
Financial Data					
Total Operating Expenses	\$268,138	\$188,538	\$303,723	\$110,871	\$217,323
Total Passenger Fare Revenue	\$3,278	\$20,659	\$24,000	\$3,463	\$20,000
Net Operating Expenses (Subsidies)	\$264,860	\$167,879	\$279,723	\$107,408	\$197,323
Operating Characteristics					
Unlinked Passenger Trips	8,874	5,820	9,064	1,439	1,830
Passenger Miles	38,957	25,550	48,039	7,869	7,869
Total Actual Vehicle Revenue Hours (a)	2,671.3	1,808.9	2,716.0	454.0	635.0
Total Actual Vehicle Revenue Miles (b)	33,679.9	23,548.0	35,176.0	10,068.0	12,750.0
Total Actual Vehicle Miles	37,115.5	26,063.0	38,240.0	11,693.0	14,834.0
Performance Characteristics					
Operating Cost per Revenue Hour	\$100.38	\$104.23	\$111.83	\$244.20	\$342.24
Farebox Recovery Ratio	1.22%	10.96%	7.90%	3.12%	9.20%
Subsidy per Passenger	\$29.85	\$28.85	\$30.86	\$74.64	\$107.83
Subsidy per Passenger Mile	\$6.80	\$6.57	\$5.82	\$236.57	\$25.08
Subsidy per Revenue Hour (a)	\$99.15	\$92.81	\$102.99	\$10.67	\$310.74
Subsidy per Revenue Mile (b)	\$7.86	\$7.13	\$7.95	\$3.2	\$15.48
Passenger per Revenue Hour (a)	3.3	3.2	3.3	3.2	2.9
Passenger per Revenue Mile (b)	0.26	0.25	0.26	0.14	0.14

(a) Train Hours for Rail Modes. (b) Car Miles for Rail Modes.

City of Beaumont
 Short Range Transit Plan
 FY 2021/2022 - 2023/2024



Table 2.2A Excluded Routes

Excluded routes are new routes or new service extensions that are eligible for exemptions from the farebox recovery requirements

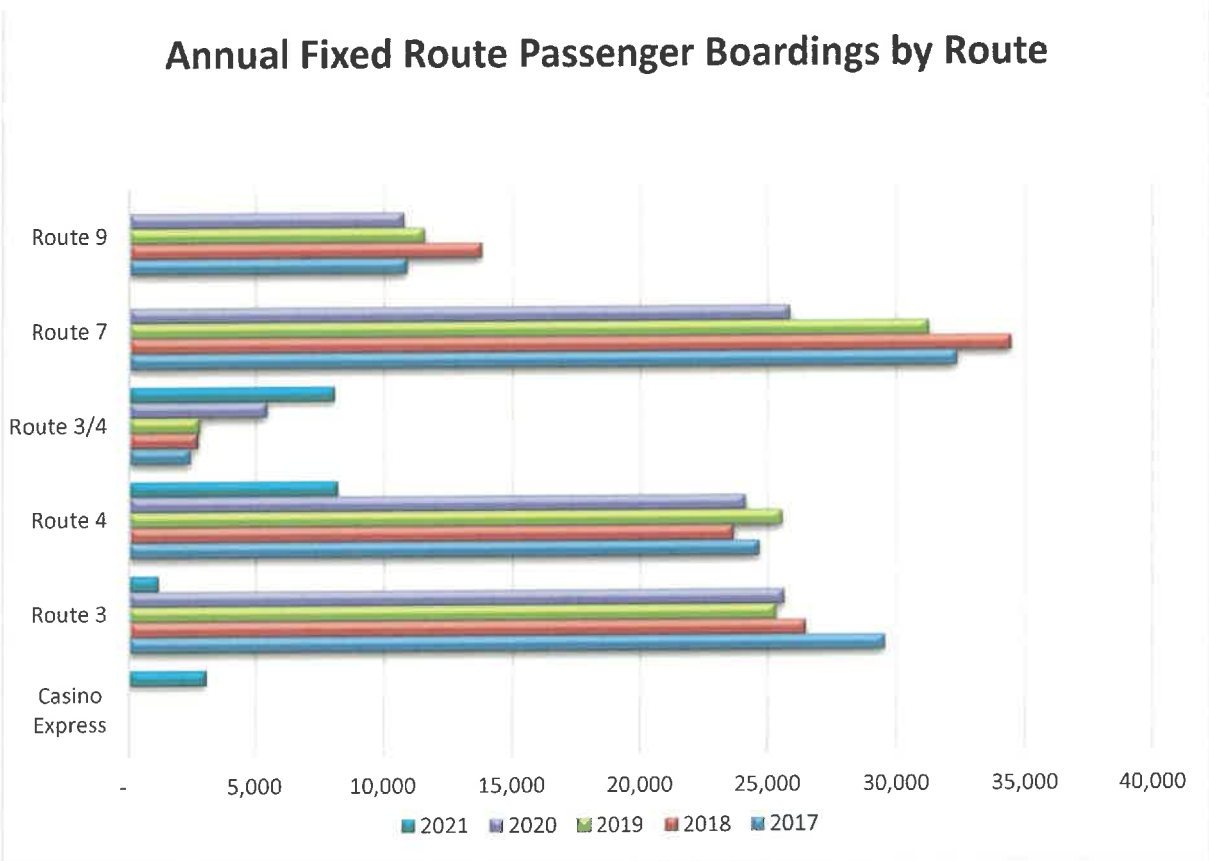
Route #	Mode (FR/DAR)	Service Type (DO/CO)	Route Description	Date of Implementation	Exemption End Date
Route 3/4	FR	DO	Saturday & Sunday Service: Walmart to Cherry Valley via Downtown	August 2019	August 2022
Route 120	FR	DO	Monday - Saturday Service: Walmart to San Bernardino Transit Center	August 2019	August 2022
Casino Express	FR	DO	Monday - Friday: Downtown to Walmart with Express Service to Casino Morongo and Outlet Malls	August 2020	August 2023
Route 125	FR	DO	Monday - Friday Service: Walmart to Loma Linda Veterans Hospital	October 2020	October 2023

2.4 Service Performance

Beaumont Transit operates six local fix routes, two of which are peak routes, and two commuter links. In this section, each route will be analyzed and discussed.

Fixed Route Service

The following chart compares the total passenger trips by the route and by year for the local fixed route.

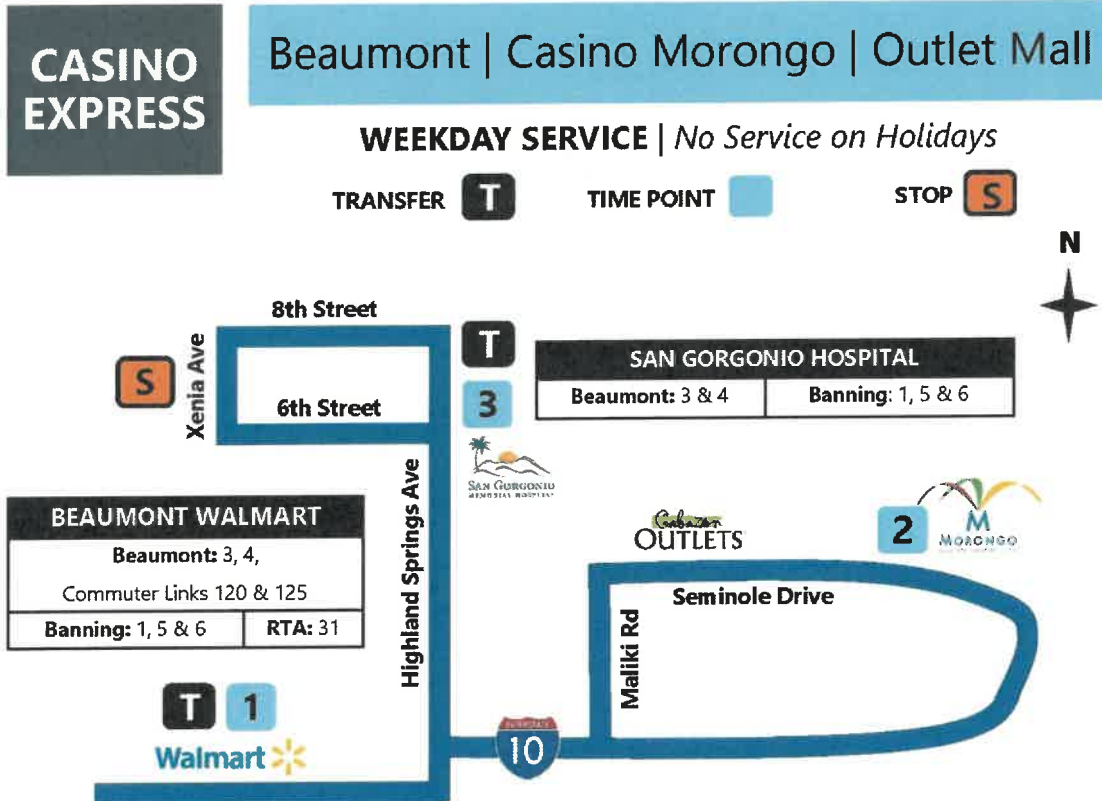


In the statistics and analysis discussed for each route, route performance is projected based on the passenger boarding trends for the first three-quarters of FY 21. This is a projection to end FY 21. The Routes 7 and 9, which are our peak routes that primarily service the schools, will not run the remainder of FY 21.

Casino Express

The Casino Express began in August 2020. It serves as an express service from Beaumont Walmart to Casino Morongo and the Outlet Mall in Cabazon. These destinations are a major employer of the area. The Route runs a 20-minute headway and operates on a Monday through Friday schedule.

Since it is the first year in service, there is no other data to compare it to. However, the route has shown an increase month over month of passenger boarding's. In FY 21, the Casino Express is projected to finish the fiscal year with 3,087 passenger boarding's. The Casino Express currently makes up 8.83% of systemwide passengers.



Route 3

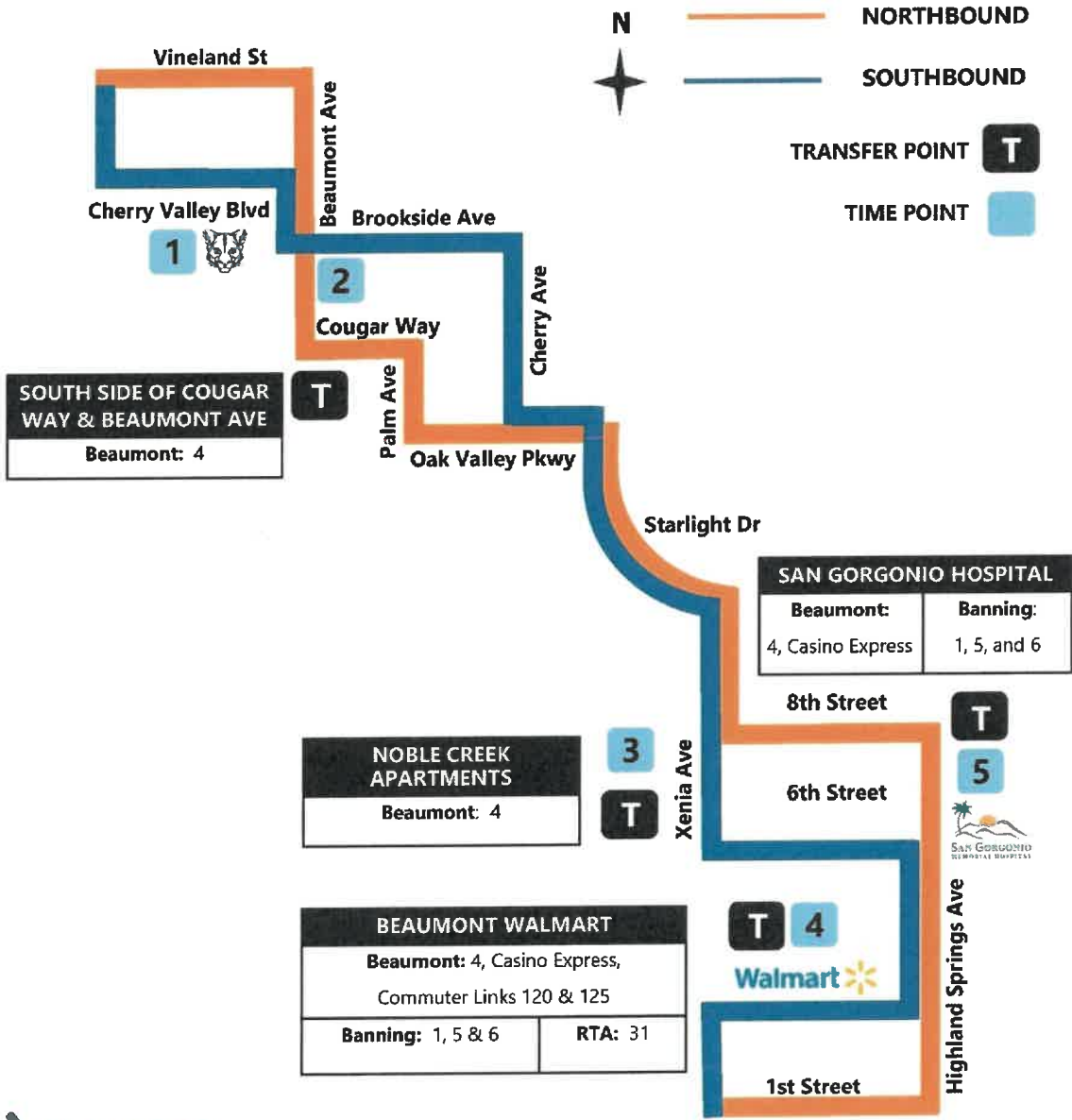
The Route 3 operates weekdays with a one-hour headway and services the north area of Beaumont, residential community of Sundance and Walmart. This route also connects Sundance with both middle schools, the high schools, and three elementary schools. At the recommendation of the COA findings, deviations to the unincorporated areas of Cherry Valley have been eliminated.

In FY 21, the Route 3 is projected to finish the fiscal year with 1,200 passenger boarding's. A significant decrease of 94% compared to FY 20 which had 19,279 passenger boarding's. The Route 3 makes up 3.44% of systemwide passengers.

3

Beaumont | Cherry Valley

WEEKDAY SERVICE | No Service on Holidays



Routing and timetables subject to change.

OCTOBER 2020

Route 4

The Route 4 operates weekdays with a one-hour headway and primarily services the SB535 identified disadvantaged community located in the heart of Beaumont's original 9-square miles of city limits. This route connects passengers with the local library, two elementary schools, the community center, both middle schools, the main high school, and the commercial shopping area of Walmart. In FY 21, an Amazon Distribution Center opened in the industrial park to the south west in Beaumont city limits. To facilitate the passenger's ability to travel to the major employment center, the Route 4 offers deviations to the industrial area. Passengers either notify the driver or call customer service for a deviation request.

In FY 21, Route 4 is projected to finish the fiscal year at 8,235 passenger boarding's. This is a 23.56% decrease in passenger trips compared to FY 20. This route makes up 40% of the systemwide passengers.

4

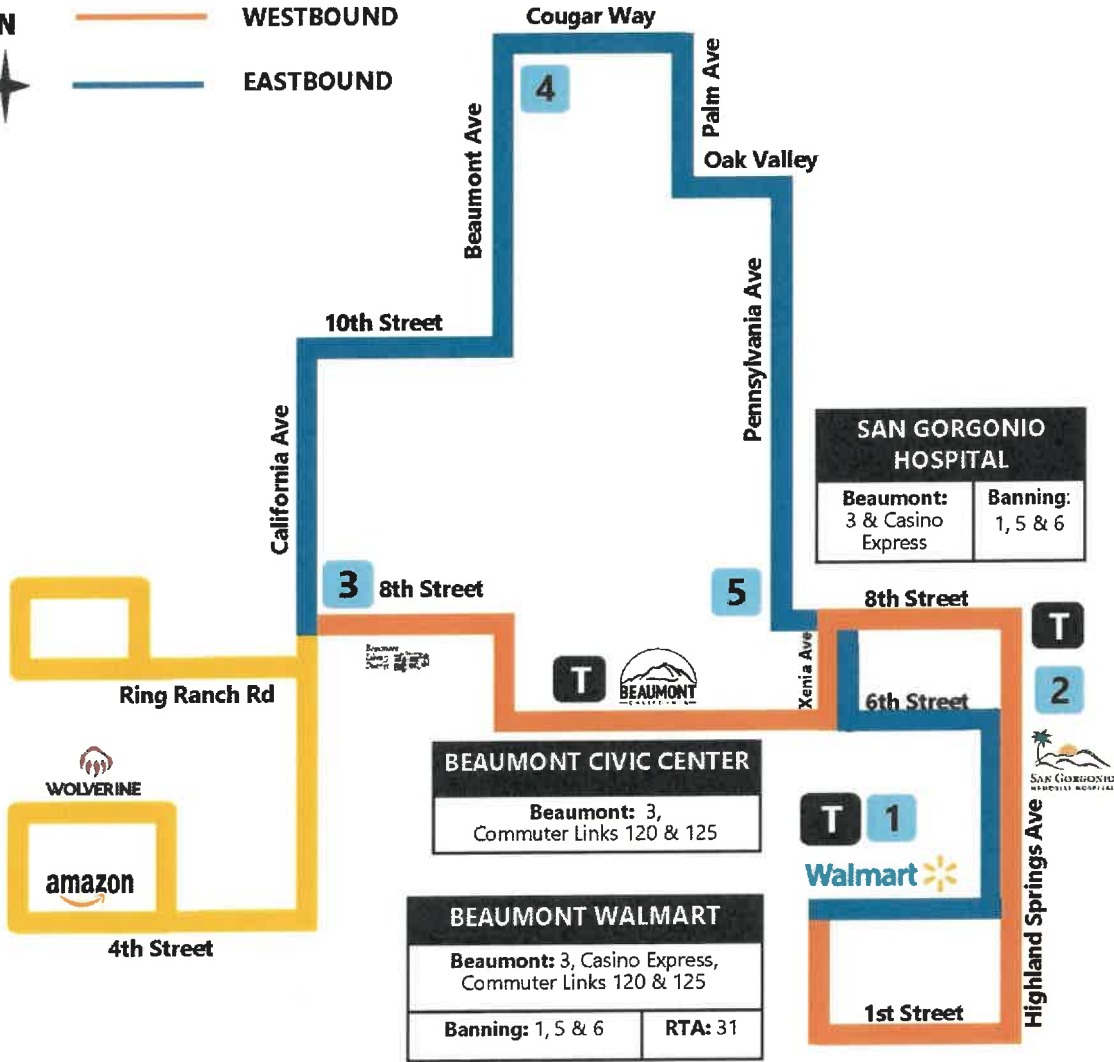
Beaumont | 6th Street

WEEKDAY SERVICE | *No Service on Holidays*

TRANSFER **T** TIME POINT DEVIATION



— WESTBOUND
— EASTBOUND



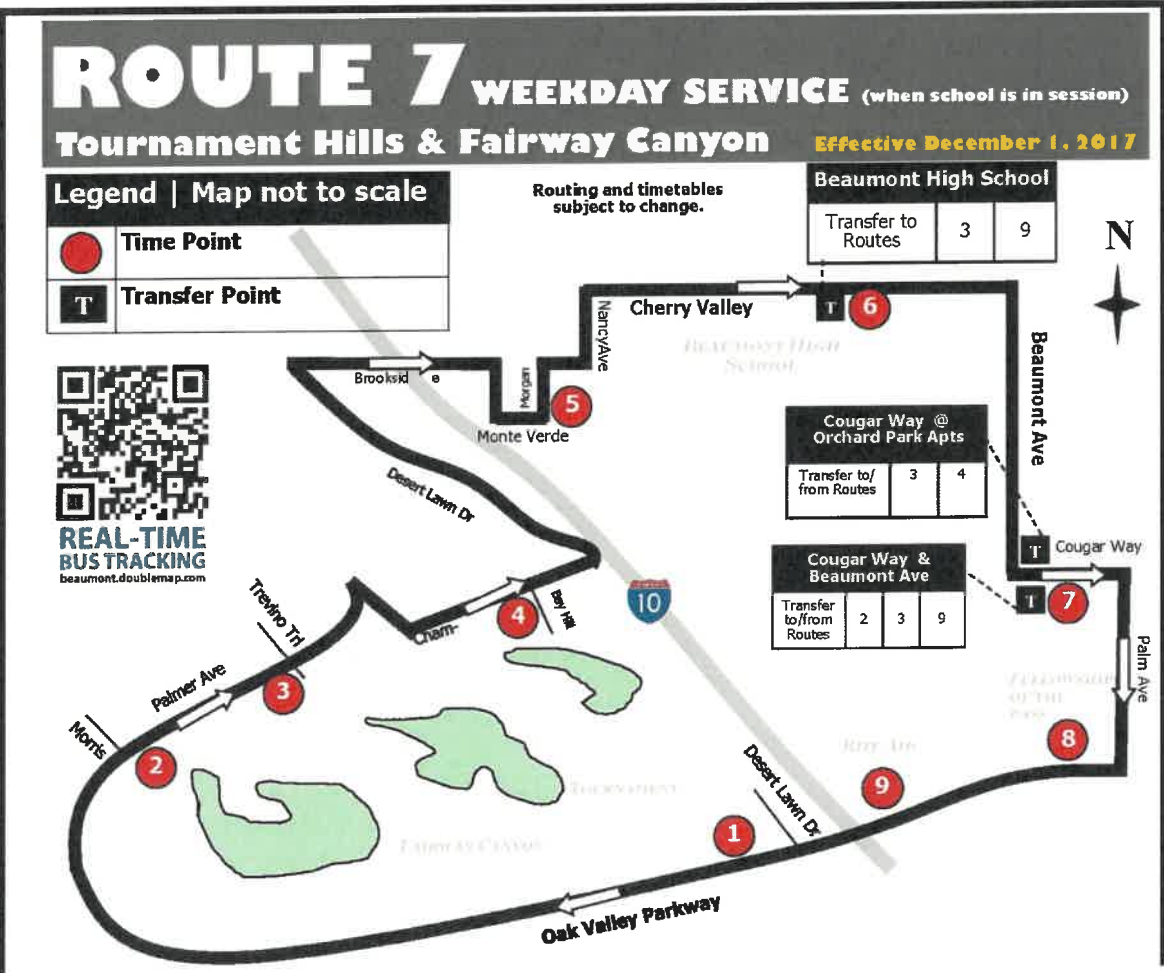
Routing and timetables subject to change.
OCTOBER 2020



Route 7

Route 7 is a weekday peak hour service and follows the Beaumont Unified School District academic calendar. This route is designed to service the passengers during the peak hours of the morning and afternoon to connect the westernmost portion of Beaumont residential areas with schools and connecting routes. The route services the masterplan communities commonly known in Beaumont as Fairway Canyon and Tournament Hills, providing transportation to both middle schools, as well as the main high school.

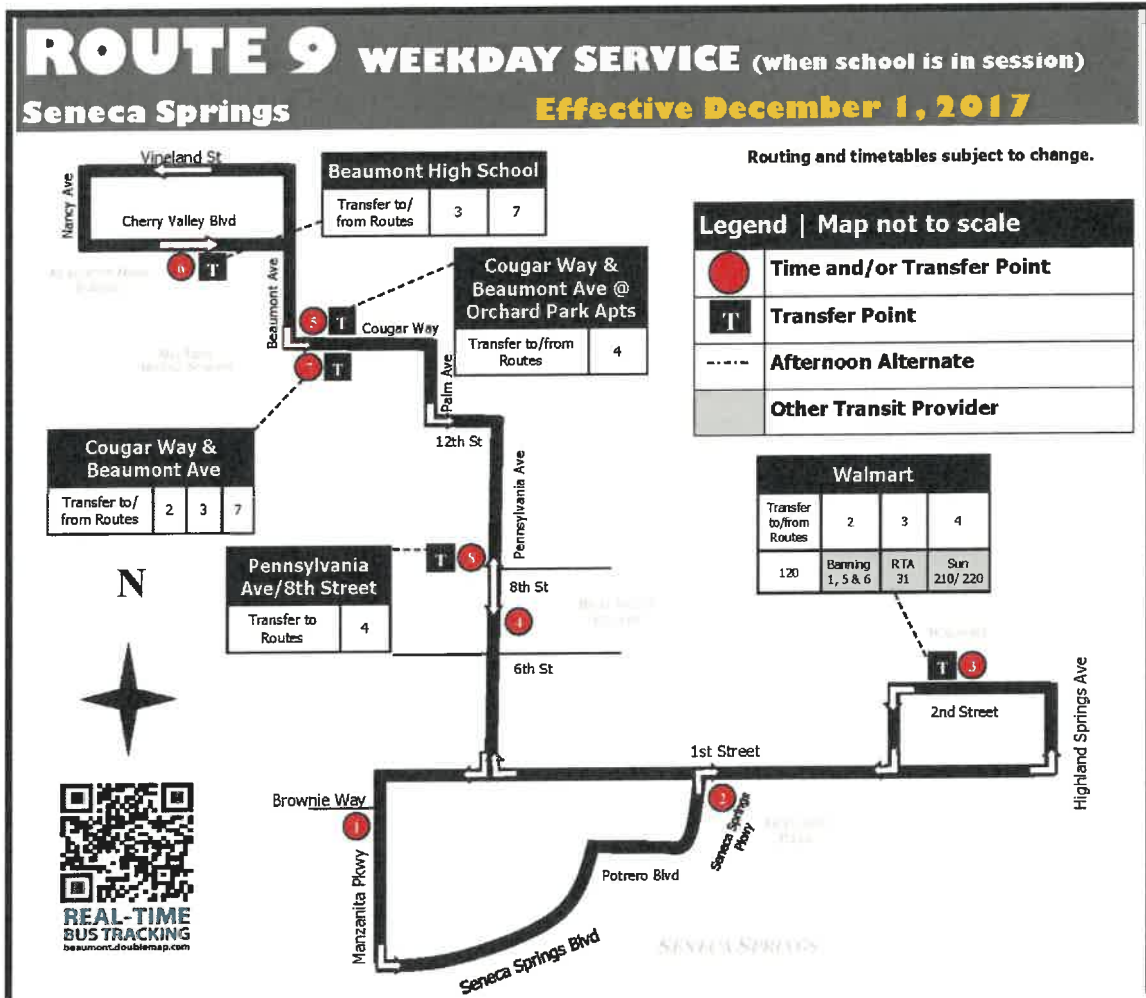
The service on Route 7 was suspended in March 2020 due to COVID-19 and the shutdown of the Beaumont Unified School District. Beaumont Transit is working closely with Beaumont Unified School District, along with abiding by CDC guidelines, to return the Route 7 when in-person classes return in FY 22.



Route 9

Like Route 7, Route 9 is a weekday peak hour service and follows the Beaumont Unified School District academic calendar. This route is designed to connect passengers during the morning and afternoon with the southernmost masterplan residential community commonly known as Seneca Springs with both middle schools, the high school, and connecting routes.

The service on Route 9 was suspended in March 2020 due to COVID-19 and the shutdown of the Beaumont Unified School District. Beaumont Transit is working closely with Beaumont Unified School District, along with abiding by CDC guidelines, to return the Route 9 when in-person classes return in FY 22.



Route 3/4

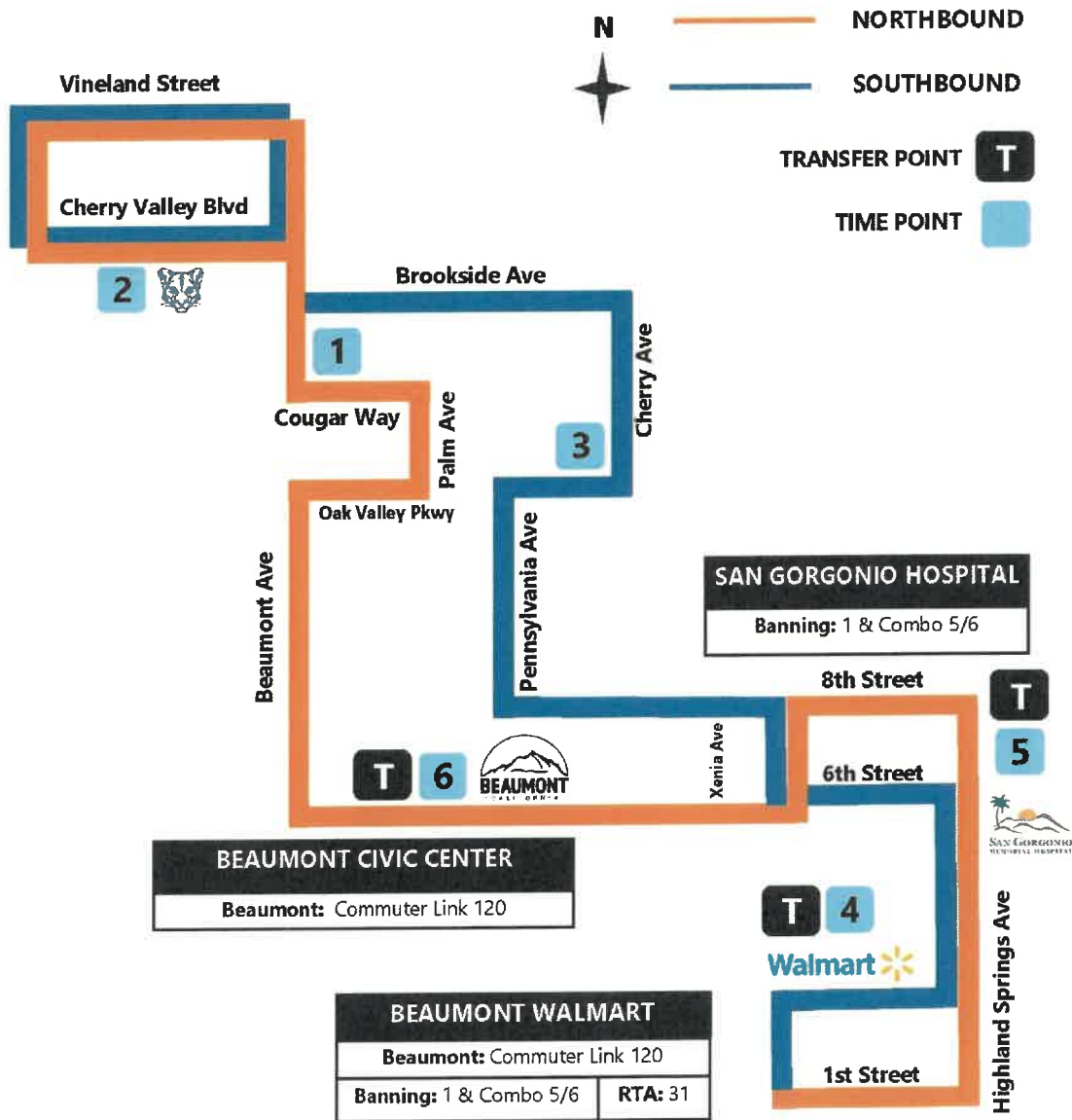
The Route 3/4 is a one-hour headway Saturday only service. This route also operates on recognized limited-service holidays. This route is a combination of the weekday service areas of Route 3 and Route 4 and connects the downtown residential areas with places of interest such as the local library, a recreation center, several churches, and the commercial area of Walmart.

In FY 21 Route 3/4 is projected to finish the fiscal year with 5,994 passenger boarding's. This is a 5% decrease compared to FY 20 which had 6,318 passenger boarding's. The small decrease is attributed to the Route 3/4 being the only fixed route in service in the first quarter of FY 21 due

to the pandemic and stay-at-home orders. The Route 3/4 makes up 23.17% of systemwide passengers.

3/4 Downtown Beaumont | Cherry Valley

SATURDAY | Limited Holiday Service



Routing and timetables subject to change.
OCTOBER 2020

Commuter Link 120

The Commuter Link (CL) 120 operates two buses Monday through Friday and transports passengers from Beaumont Walmart, Beaumont Civic Center, and Calimesa to San Bernardino Transit Center (SBTC). The CL 120 also operates on Saturday and recognized limited-service holidays. On Saturday schedules, the CL 120 has an additional stop and connects passengers with the Casino Morongo via express service on the I-10 freeway.

In FY 21, CL 120 is projected to finish the fiscal year with 6,549 passenger boarding's. A 46.58% decline from FY 20 which had 12,261 passenger boarding's. The CL 120 makes up 18.74% of systemwide passengers.

120

Beaumont | SB Transit Center

WEEKDAY SERVICE | *No Service on Holidays*

TRANSFER **T**

TIME POINT

Myrtlewood Dr

1 Dollar Tree

5

Calimesa Blvd

3

W Rialto Ave

SAN BERNARDINO TRANSIT CENTER

T

4

E Street

Omnitrans: 1, 14, 15, 215, 290, 305	
Metrolink	Victor Valley Transit
RTA: 200	Mountain Transit: 5 and 6

BEAUMONT CIVIC CENTER

Beaumont: 4, Commuter Links 125

T **2**

Orange Ave

Drop off Only

BEAUMONT WALMART

Beaumont: 3, 4, Casino Express, & Commuter Link 125

Banning: 1, 5 & 6 RTA: Route 31

T **1**

Walmart

Highland Springs Ave

2nd Street

CASINO SERVICED ON SATURDAY AND HOLIDAYS ONLY

OUTLETS

7 MORONGO

Seminole Drive

Maliki Rd

10



Routing and timetables subject to change.

OCTOBER 2020

Commuter Link 125

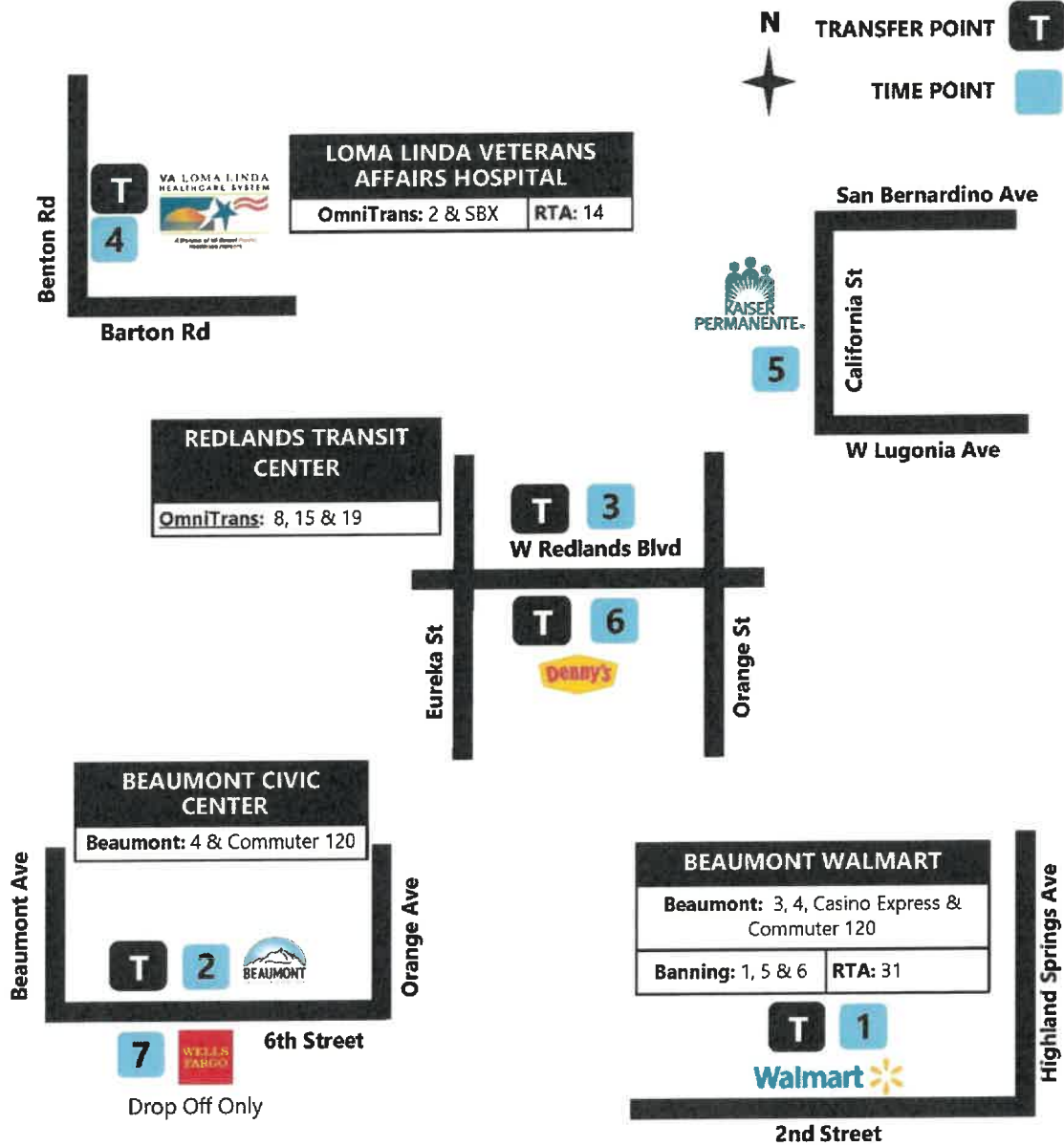
The Commuter Link (CL) 125 operates weekday service from Beaumont Walmart to San Bernardino County medical facilities, as well as recreational and employment opportunities. Originating from Beaumont Walmart, the CL 125 connects with Redlands Transit Center, Kaiser Redlands Medical Offices, and Loma Linda Veterans Affairs Hospital.

In FY 21, the CL 125 is projected to finish the fiscal year with 1,701 passenger boarding's. This is a 50.42% decline from FY 20 which saw 3,431 passenger boarding's. The CL 125 makes up 4.87% of systemwide passengers.

125

Beaumont | Redlands | Loma Linda VA

WEEKDAY SERVICE | No Service on Holidays



Routing and timetables subject to change.
OCTOBER 2020

Commuter Link 120/125 Combo

During the stay-at-home order and the reduction of service that consequently came of it, the Commuter Links 120 and 125 were suspended. In their place, a combination route was created to accommodate those essential workers that still required commuting transportation. The Combo 120/125 operated from April 2020 to September 2020. This combination route brought passengers from Beaumont to Calimesa to Redlands, Loma Linda VA Hospital and San Bernardino Transit Center.

In FY 21, the Combo 120/125 had 2,778 passenger boarding's and makes up 11.92% of systemwide passengers in FY 21.

COMMUTER LINK 120/ 125

Beaumont, Calimesa, Redlands, Kaiser, VA Hospital, & San Bernardino Transit Center

TEMPORARY SCHEDULE

Effective March 30, 2020

Monday–Friday and Saturday Service (Except Holidays)

Routing and timetables subject to change.

San Bernardino Transit Center
 METROLINK, sbX, VVTA, FERTA, Omnitrans

Loma Linda VA Hospital
 Omnitrans, FERTA, sbX

Beaumont Walmart
 Beaumont Transit: Route 3/4
 Banning Transit: Routes 1, 5 & 6
 RTA: Route 31

Kaiser Permanente
 Kaiser Permanente

Civic Center
 Beaumont Transit: Route 3/4

Beaumont Civic Center (Park & Ride)

Legend | Map not to scale

	Time Point
	Transfer Point

Dial A Ride (Paratransit)

Beaumont Dial A Ride (DAR) is a curb-to-curb service for qualified passengers residing in Beaumont and parts of Cherry Valley. Due to COVID-19, qualified passengers are limited to those certified under the Americans with Disability Act. Beaumont Transit honors and recognizes those passengers carrying ADA compliant identification cards from RTA and Omnitrans.

DAR operates as a federally mandated complimentary service to the fixed routes in Beaumont and mirrors that schedule. Reservations are required at least 24 hours in advance and is available to ADA passengers only.

In FY 21, DAR is projected to finish the fiscal year with 1,910 passenger boarding's. This is a decrease of 67.19% compared to the 5,820-passenger boarding's in FY 20. DAR makes up 5.46% of systemwide passengers in FY 21.

Table 2.3 - SRTP Route Statistics
City of Beaumont -- 2
FY 2021/22
All Routes

Data Elements

Route #	Day Type	Peak Vehicles	Passengers	Passenger Miles	Revenue Hours	Total Hours	Revenue Miles	Total Miles	Operating Cost	Passenger Revenue	Measure-A Revenue	LCTOP Revenue
BEA-120	All Days	2	11,208	314,945	5,625	6,120	165,036	169,940	\$641,082	\$33,600		\$11,200
BEA-125	All Days	1	3,160	73,219	2,940	3,216	74,640	76,956	\$330,855	\$10,550		\$3,600
BEA-3	All Days	1	3,000	14,400	2,525	2,711	31,164	30,552	\$220,525	\$25,003		\$4,265
BEA-3/4	All Days	1	1,932	9,274	503	541	6,906	7,278	\$182,522	\$5,000		\$1,000
BEA-4	All Days	1	14,020	67,296	2,742	2,913	29,268	31,224	\$289,712	\$25,600		\$6,400
BEA-7	All Days	3	32,568	188,894	805	1,280	14,744	20,408	\$160,912	\$33,897		\$6,000
BEA-9	All Days	1	13,264	76,931	414	654	5,552	7,636	\$160,624	\$13,000		\$3,000
BEA-CEXP	All Days	1	3,334	32,340	2,741	2,914	19,500	58,236	\$332,297	\$20,000		\$5,000
BEA-DAR	All Days	1	1,830	7,869	635	1,045	12,750	14,834	\$217,323	\$20,000		\$3,000
		12	84,316	785,168	18,930	21,394	359,560	417,064	\$2,535,849	\$168,650		\$40,465

Table 2.3 - SRTP Route Statistics
City of Beaumont -- 2
FY 2021/22
All Routes

Performance Indicators

Route #	Day Type	Net Subsidy	Operating Cost Per Revenue Mile	Operating Cost Per Revenue Mile	Cost Per Passenger	Farebox Recovery Ratio	Subsidy Per Passenger	Subsidy Per Passenger Mile	Subsidy Per Revenue Hour	Subsidy Per Revenue Mile	Passengers Per Hour	Passengers Per Mile
BEA-120	All Days	\$607,482	\$113.97	\$3.88	\$57.20	6.98%	\$54.20	\$1.93	\$108.00	\$3.68	1.99	0.07
BEA-125	All Days	\$320,305	\$112.54	\$4.43	\$104.70	4.27%	\$101.36	\$4.37	\$108.95	\$4.29	1.07	0.04
BEA-3	All Days	\$195,522	\$87.34	\$7.08	\$73.51	13.27%	\$65.17	\$13.58	\$77.43	\$6.27	1.19	0.10
BEA-3/4	All Days	\$177,522	\$362.87	\$26.43	\$94.47	3.28%	\$91.88	\$19.14	\$352.93	\$25.71	3.84	0.28
BEA-4	All Days	\$264,112	\$105.66	\$9.90	\$20.66	11.04%	\$18.84	\$3.92	\$96.32	\$9.02	5.11	0.48
BEA-7	All Days	\$127,015	\$199.89	\$10.91	\$4.94	24.79%	\$3.90	\$0.67	\$157.78	\$8.61	40.46	2.21
BEA-9	All Days	\$147,624	\$387.98	\$28.93	\$12.11	9.96%	\$11.13	\$1.92	\$356.58	\$26.59	32.04	2.39
BEA-CExp	All Days	\$330,297	\$121.23	\$17.04	\$99.67	2.10%	\$99.07	\$10.21	\$120.50	\$16.94	1.22	0.17
BEA-DAR	All Days	\$197,323	\$342.24	\$17.04	\$118.76	9.20%	\$107.83	\$25.08	\$310.74	\$15.48	2.88	0.14
		\$2,367,199	\$133.96	\$7.05	\$30.08	8.24%	\$28.08	\$3.01	\$125.05	\$6.58	4.45	0.23

2.5 Productivity Improvement Efforts

Beaumont encourages participation and insights from our customers and the public. Customer satisfaction is our number one priority, and we engage feedback. All customer comments and complaints are considered and generally resolved immediately. As a small agency, requests for new stops or an adjustment in timepoints are easily resolved.

Beaumont monitors the schedules in correspondence with other agencies. Metrolink, RTA, Omni, and Banning Connect schedules are all reviewed, and changes are made usually in response to a change in the larger agencies' schedules. Our goal is to ensure that transit passengers can connect with other agencies to complete their trip.

Currently, Beaumont uses several products to keep passengers connected with system information and announcements. These products are Facebook, Instagram, Double Map (a web based real time GPS bus locating system), Google Transit, and Everbridge (a mass communication system operated in conjunction with Beaumont Police Department).



A comprehensive operations analysis (COA) was completed this fiscal year. The findings of the study offered recommendations for a five-year action plan with three phases. Some recommendations have already been implemented, while recommendations to adjust time routes and schedules are being prepared for later implementation.

2.6 Major Trip Generators

Half of Beaumont Transit's passengers attend Beaumont schools, with primary travel patterns between residential neighborhoods and middle and senior high schools during peak hours-morning and afternoon. However, this type of service is not sustainable, but more importantly is more costly to the overall operations. For this reason, additional service will not be added to the two peak routes, Routes 7 and 9.

Beaumont will continue to focus on regional transportation as a means of sustainability. Commuter Link 120 has been in service since 2013 and Commuter Link 125 was introduced in September 2018. Although FY 20 and 21 were anomalies, both commuters had shown growth in passenger boarding's month over month and are widely popular with inquiries from traveling

passengers on Metrolink and other regional providers connecting to Beaumont and Casino Morongo.

2.7 Recent Service Changes

Recent service changes were introduced with the addition of the Casino Express as well as with the Commuter Link 125.

Casino Express

The Casino Express began service in August 2020. It is an express service from Beaumont Walmart to Casino Morongo and the Outlet Malls. When the Route 2 was dissolved, the Casino Express was created as a direct response from passengers needing transportation to their places of employment. All changes were a direct result of the July 2019 Interagency Agreement entered into with the city of Banning.

Commuter Link 125

In cooperation with OmniTrans, additional stops were added to the Commuter Link 125 to increase efficiency and connectivity. Additional eastbound and westbound stops at the Redlands Transit Center were added. The Redlands Transit Center offers passengers connection ability to OmniTrans buses into areas of San Bernardino, Redlands, and Yucaipa that were normally not an option unless traveling to San Bernardino Transit Center on Commuter Link 120.

CHAPTER 3 – FUTURE SERVICE PLANS, FARE CHANGES, CAPITAL PLANNING, AND MARKETING

3.1 Planned Service Changes

The Comprehensive Operations Analysis (COA) outlined a five-year action plan with various stages of implementation recommendations. As discussed earlier, the COA proposes a five-year action plan which includes short, mid, and long-term recommendations. Short-term recommendations, to be completed by June 2021, have largely been implemented and timing recommendations will be assessed as we move into a return to full service.

Mid-term recommendations (July 1, 2021 to December 31, 2022) include:

- The elimination of service to Calimesa.
- A recommendation for a 20% fare adjustment increase.
- Enhance service to industrial center including Amazon and other distribution centers.
- Integrate service to new operations facility.
- Enhance connectivity with Banning Connect and RTA.
- Build a Bus Stop Improvement plan.

Longer-term recommendation (January 1, 2023-June 30, 2025) include:

- Expand local service to emerging residential neighborhoods.
- Realign routes to a more centralized transfer location. Proposes to move away from Walmart and the hospital and focus on the Beaumont Civic Center.
- Transition to electric vehicles as gas vehicles are being replaced.
- Introduce predictive arrival features at bus stops.

Industrial and employment opportunities are also growing. Amazon opened a million square foot distribution center in Beaumont and continues to hire full-time employees in addition to the hundreds of employees already hired. Beaumont Transit has added deviations to Amazon on the Route 4, but a more permanent solution will be explored under the mid-term recommendations.

3.2 Future Marketing Plans, Studies, and Promotions to Promote Ridership

Free Fare Promotion

Beaumont Transit has been offering free fare to all passengers as part of a grant allocated by the Low Carbon Transit Operations Program (LCTOP) since October 2020. In partnership with Banning Connect, free fare will be offered to all passengers from July 1 to December 31, 2021. The joint effort will create advertising efforts to encourage passengers to get back onboard public transportation.

Annual Promotions

Throughout the year our service is marketed with not only free fares, but visible appearances, as well. The opportunity to present the service and fleet to a captive audience has had positive effects with the community that would have normally not considered public transit. COVID-19 has all but eliminated all our annual outreach that we usually do. The following are descriptions of what we typically participate in and will participate again soon.

In the month of July, \$0.25 (twenty-five cent) fare for youth passengers is offered on weekday Route 3, Route 4, and Saturday Route 3/4. Youth passengers, under the age of 18, can enjoy points of interest that these routes service, including destinations such as the community center, library, parks, city pool, and shopping.

In conjunction with October's Breast Cancer Awareness month, passengers wearing pink on Wednesdays are given a raffle ticket as they board the bus. A drawing of a winning raffle ticket was drawn each week for a November monthly pass. The winning ticket number and winner were posted on Pass Transit's Facebook.

Multiple marketing and promotional appearances are attended throughout the year. Informational booths at back-to-school nights and orientations are attended by staff. Additionally, entries in local parades, free rides to all Veterans during the annual Veteran's Expo, the holiday 'Stuff the Bus' food drive, rider appreciation events, and multiple community

presentations and events, are all included in promotions to promote ridership and expose choice riders to public transportation.

Beaumont offers free shuttle service to the annual signature event, the Cherry Festival, located in the downtown area of Beaumont. This annual festival, arts/crafts, food, and live entertainment gathering is a four-day event with attendance of over 50,000 throughout the four days.

Redevelopment of Walmart Regional Transportation Hub

Beaumont Transit has secured LCTOP and SGR funding for the purpose of redeveloping the Walmart Regional Transportation Hub and promoting ridership. This location is serviced by Beaumont, Banning, RTA and Sunline agencies. Hundreds of passengers connect at this location and the facility is undersized for the connecting passenger traffic. The Walmart stop is a central and visible location to the commercial center of Beaumont. With improvement, it will encourage additional use by existing passengers, but also entice new passengers to try transit. Beaumont Engineering Department has created plans for the Walmart location and an RFP is being prepared for publication.

3.3 Projected Ridership Growth

Projected ridership growth will be problematic; however, Beaumont is taking the necessary steps to analyze and create a profitable business model in the coming fiscal years. The economy resulting from Covid-19 will have a significant hardship for many people. As residents shift employment because of the virus, it is an opportunity to encourage transit as a cost-saving measure. The development of routes because of the comprehensive operations analysis is anticipated to encourage ridership growth.

3.4 Proposed Fare Structure Changes

Beaumont recently updated the fare schedule for FY 20. As part of the Comprehensive Operations Analysis, a recommendation has been included to increase fares by 20%. This will likely be addressed in FY 21 for a FY 22 proposal.

The Go Pass program was voted into effect by the Associated Student Body (ASB) at MSJC as an additional fee for students during registration. That fee is entirely allocated to RTA to subsidize free fare to all MSJC students on RTA's routes. Beaumont has traditionally honored Mt. San Jacinto's (MSJC) Go Pass program without receiving subsidies, providing free fare to all MSJC students. As part of the most recent Triennial Performance Audit, a recommendation was made to either cease accepting the Go Pass and charge students as general passengers, or coordinate efforts with MSJC to present to the ASB to vote on an additional fee during registration for Beaumont Transit. Should the student body vote against the proposed fee for Beaumont, the fare schedule would reflect the elimination of the Go Pass program on Beaumont routes.

3.5 Capital Improvement Planning

Two 32' EZ Rider II CNG Buses (Project 22-01)

Aging fleet and moving to cleaner fuel requires the acquisition of new buses.

Video Camera Purchase and Installation (Project 22-02)

For the safety and security of passengers and drivers, video cameras are necessary on the fleet. The current video system is outdated and unreliable. This project is funded by two sources: STA as well as LCTOP.

Purchase of Paratransit Scheduling Software (Project 22-03)

Dial a Ride appointments are currently being made and tracked on an excel spreadsheet. For efficiency and effectiveness, paratransit scheduling software will be beneficial to our customers and the agency to reduce wasted resources.

Mobile Lifts (Project 22-04)

Current equipment is not capable of lifting large buses for repairs. Mechanics are working on the ground to make repairs.

City of Beaumont
 Short Range Transit Plan
 FY 2021/2022 - 2023/2024



Table 3 Highlights

- Continuation of a Free Fare promotion in conjunction with Banning Connect until the end of calendar year 2021.
- Redevelopment of the Walmart Transportation hub.
- Begin the implementation of Comprehensive Operations Analysis (COA) recommendations.
- Procurement of two 32' EZ Rider CNG Buses
- Purchase and installation of video camera system on the fleet
- Purchase paratransit scheduling software
- Purchase of mobile lifts for vehicle maintenance

Type	FY 2017/18 Audited	FY 2018/19 Audited	FY 2019/20 Audited	FY 2020/21 Estimate (Based on 3rd Qtr actuals and annualized)	FY 2021/22 Plan
System-Wide Ridership	197,775	204,274	106,743	34,849	84,316
Operating cost per revenue hours	89.47	114.34	82.84	90.65	133.96
Expenses	3,198,214	3,353,923	3,260,922	925,200	2,535,849

CHAPTER 4 – FINANCIAL PLANNING

4.1 Operating and Capital Budget

Operating Budget

As shown in Table 4 of this plan, Beaumont Transit projects a total amount of \$2,535,849 needed in operational funding to fully operate a public transit program for the residents of Beaumont. Included in that amount is \$2,411,849 from Local Transit Funds and \$124,000 in Measure A. Farebox revenues projection of \$168,650, LCTOP operational grant funding in the amount of \$40,465, and interest earned in the amount of \$1,000. This equals a decrease in LTF operational request from FY 20 by 8.65%. Operational funding is allocated to 82% in personnel, 17% in maintenance and operations, and 2% in contractual services.



Table 4.0 - Summary of Funding Requests - FY 2021/22
City of Beaumont
 Original

Operating	Project	Total Amount of Funds	FARE	LCTOP OB	LCTOP PUC98313	LCTOP PUC98314	LTF	MAIB	OTHR LCL	SGR PUC98313	SGR PUC98314	STA PUC98313
	1) Operating Assistance	\$1,722,337	\$104,500	\$25,665			\$1,592,172					
	2) Commuter Link 120 Operating Assistance	\$604,021	\$33,600	\$11,200			\$477,221	\$82,000				
	3) Commuter Link 125 Operating Assistance	\$263,144	\$10,550	\$3,600			\$206,994	\$42,000				
	4) DialA Ride Operating Assistance	\$156,462	\$23,000				\$135,462					
	5) Interest and Other Income	\$1,000							\$1,000			
	Sub-total Operating	\$2,745,964	\$168,650	\$40,465	\$0	\$0	\$2,411,849	\$124,000	\$1,000	\$0	\$0	\$0
Capital	Project	Total Amount of Funds	FARE	LCTOP OB	LCTOP PUC98313	LCTOP PUC98314	LTF	MAIB	OTHR LCL	SGR PUC98313	SGR PUC98314	STA PUC98313
	12-01 GPS System on Buses											
	13-01 Building Improvements											
	14-03 Building D Improvements											
	15-01 2 Type 7 Buses for Replacement/Expansion											
	15-02 2 Security Camera Systems for the above Project											
	17-01 Bus Yard Parking Lot with Security Gates											
	18-02 Type H EZ Rider II Vehicle											
	21-01 CNG Station											
	21-02 Fleet Maintenance and Operations Facility											
	21-03 Bus Stop Signage & Amenities											
	22-01 Two 32' EZ Rider II CNG Buses - 22-01	\$1,400,000			\$37,711							\$1,400,000
	22-02 Video Camera Purchase and Installation - 22-02	\$110,000			\$2,289							\$70,000
	22-03 Paratransit Scheduling Software - 22-03	\$14,000										\$14,000
	22-04 Mobile Lifts - 22-04	\$60,000								\$56,715	\$3,285	
	Sub-total Capital	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Sub-total Capital	\$1,684,000	\$0	\$0	\$37,711	\$2,289	\$0	\$0	\$0	\$56,715	\$3,285	\$1,464,000
	Total Operating & Capital	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Operating & Capital	\$4,328,964	\$168,650	\$40,465	\$37,711	\$2,289	\$2,411,849	\$124,000	\$1,000	\$56,715	\$3,285	\$1,464,000

FY 2021/22 Projected Funding Details

FARE	\$168,650
LCTOP OB	\$40,465
LTF	\$2,411,849
MAIB	\$124,000
OTHR LCL	\$1,000
Total Estimated Operating Funding Request	\$2,745,964
LCTOP PUC98313	\$37,711
LCTOP PUC98314	\$2,289
SGR PUC98313	\$56,715
SGR PUC98314	\$3,285
STA PUC98313	\$1,464,000
Total Estimated Capital Funding Request	\$1,584,000
Total Funding Request	\$4,329,964

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Table 4B Fare Revenue Calculations

(Consistent with RCTC Commission Farebox Recovery Policy 3/12/2008)

#	Revenue Sources included in Farebox Calculation	FY2018/19 Audited	FY2019/20 Audited	FY2020/21 Estimated	FY 2021/22 Plan
1	Charge for Service	184,282	174,542	287	168,650
2	Interest	2,784	2,258	2,310	1,000
3	Other Income/Transfers In	322	30	1,727	-
4	LCTOP	131,338	0	34,642	40,465
5	Exclusion	(49,675)	(58,940)	(16,403)	(71,950)
	Total Revenue (1-5)	269,051	117,890	22,563	138,165
	Net Operating Expense (after exclusions)	2,302,689	1,508,389	376,141	1,376,537
	Farebox Recovery Ratio	11.68%	7.82%	6.00%	10.04%

Capital Budget

2- EZ Rider II CNG Buses (Project 22-01)

Beaumont Transit proposes to purchase two EZ Rider II buses like one purchased in FY 18. These buses are full size transit buses and have a seated capacity of 30 passengers. These buses will replace an aging cutaway type bus. These buses have a higher seating capacity and will be utilized on our fixed route system.



FY 2021/22 SRTP

City of Beaumont

Table 4.0 A - Capital Project Justification Original

Item 5.

Project Number: 22-01

FTIP No: Not Assigned - New Project

Project Name: 22-01 Two 32' EZ Rider II CNG Buses

Category: Bus

Sub-Category: Replacement

Fuel Type: CNG

Project Description: Purchase of two 32' EZ Rider II CNG buses

Project Justification: Aging fleet and moving to cleaner fuel requires the acquisition of new buses.

Project Schedule:

Start Date	Completion Date
July 2021	June 2022

PROJECT FUNDING SOURCES (REQUESTED):

Fund Type	Fiscal Year	Amount
STA PUC99313	FY 2021/22	\$1,400,000
Total		\$1,400,000

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description

Video Camera Purchase and Installation (Project 22-02)

This project will upgrade 18 of our 22 buses with a new camera system. Video cameras are necessary for the safety and security of our drivers and passengers. This project is partially funded by LCTOP.



FY 2021/22 SRTP

City of Beaumont

Table 4.0 A - Capital Project Justification Original

Project Number: 22-02

FTIP No: Not Assigned - New Project

Project Name: 22-02 Video Camera Purchase and Installation

Category: Equipment

Sub-Category: Systems

Fuel Type: N/A

Project Description: Purchase and install video cameras on transit's fleet.

Project Justification: For the safety and security of passengers and drivers, video cameras are necessary on the fleet. The current video system is outdated and unreliable.

Project Schedule:

Start Date	Completion Date
July 2021	June 2022

PROJECT FUNDING SOURCES (REQUESTED):

Fund Type	Fiscal Year	Amount
LCTOP PUC99313	FY 2021/22	\$37,711
LCTOP PUC99314	FY 2021/22	\$2,289
STA PUC99313	FY 2021/22	\$70,000
Total		\$110,000

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description

Paratransit Scheduling Software (Project 22-03)

Procurement of a new scheduling software to schedule DAR appointments. The current software has failed. This software will navigate appointments effectively and efficiently navigate the program to save resources.



FY 2021/22 SRTP

City of Beaumont

Table 4.0 A - Capital Project Justification Original

Project Number: 22-03

FTIP No: Not Assigned - New Project

Project Name: 22-03 Paratransit Scheduling Software

Category: Paratransit

Sub-Category: Systems

Fuel Type: N/A

Project Description: Purchase of paratransit scheduling software

Project Justification: Dial A Ride appointments are currently being made and tracked on an excel spreadsheet. For efficiency and effectiveness, paratransit scheduling software will be beneficial to our customers and the agency to reduce wasted resources.

Project Schedule:

Start Date	Completion Date
July 2021	June 2022

PROJECT FUNDING SOURCES (REQUESTED):

Fund Type	Fiscal Year	Amount
STA PUC99313	FY 2021/22	\$14,000
Total		\$14,000

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description

Mobile Lifts (Project 22-04)

Beaumont Transit fleet mechanics need a mobile lift capable of lifting our 40' buses for maintenance.



FY 2021/22 SRTP

City of Beaumont

Table 4.0 A - Capital Project Justification Original

Project Number: 22-04

FTIP No: Not Assigned - New Project

Project Name: 22-04 Mobile Lifts

Category: Equipment

Sub-Category: Parts

Fuel Type: N/A

Project Description: Purchase of Mobile Bus Lifts capable of lifting large buses

Project Justification: Current equipment is not capable of lifting large buses for repairs. Mechanics must work on the ground under the buses for repairs.

Project Schedule:

Start Date	Completion Date
July 2021	June 2022

PROJECT FUNDING SOURCES (REQUESTED):

Fund Type	Fiscal Year	Amount
SGR PUC99313	FY 2021/22	\$56,715
SGR PUC99314	FY 2021/22	\$3,285
Total		\$60,000

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description

4.2 Funding Plans to Support Proposed Operating and Capital Program

Beaumont Transit continues to explore all available funding options to support transit operating and capital costs. Current secured funding includes STA, LCTOP, MSRC, and SGR grants but is void of any Federal funds.

In FY 23, Beaumont Transit proposes a tentative funding plan request in the amount of \$4,828,342, of which \$2,611,924 is LTF, \$2,000,000 is STA, and \$216,418 farebox revenue.

City of Beaumont
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Table 4.1
 Fiscal Year 2022/2023

Operating Purpose	Total Amount	LTF	LCTOP	STA	Farebox	Other Revenue
Operations	2,828,342	2,611,924			216,418	
Total Operating Request	\$ 2,828,342	\$ 2,611,924	\$ -	\$ -	\$ 216,418	\$ -

Capital Purpose	Total Amount	LTF	LCTOP	STA	Farebox	Other Revenue
CNG Station	500,000			500,000		
Passenger Amenities	100,000			100,000		
Replacement Vehicles	1,400,000			1,400,000		
	0					
	0					
Total Capital Request	\$2,000,000	\$0	\$0	\$2,000,000	\$0	\$0
Grand Total Operating & Capital	\$4,828,342	\$2,611,924	\$0	\$2,000,000	\$216,418	\$0

In FY 24, Beaumont Transit proposes a tentative funding plan request in the amount of \$5,313,193, of which \$2,913,193 is LTF, \$2,400,000 is STA, and \$222,911 in farebox revenue.

City of Beaumont
 Short Range Transit Plan
 FY 2021/22 - 2023/2024



Table 4.2
 Fiscal Year 2023/2024

Operating Purpose	Total Amount	LTF	LCTOP	STA	Farebox	Other Revenue
Operations	2,913,193	2,690,282			222,911	
Total Operating Request	\$ 2,913,193	\$ 2,690,282	\$ -	\$ -	\$ 222,911	\$ -
Capital Purpose	Total Amount	LTF	LCTOP	STA	Farebox	Other Revenue
Maintenance and Operations Facility	1,000,000			1,000,000		
Replacement Vehicles	1,400,000			1,400,000		
	0					
	0					
	0					
Total Capital Request	\$2,400,000	\$0	\$0	\$2,400,000	\$0	\$0
Grand Total Operating & Capital	\$5,313,193	\$2,690,282	\$0	\$2,400,000	\$222,911	\$0

4.3 Regulatory and Compliance Requirements

The American with Disabilities Act of 1990

The Dial-A-Ride service provides complimentary paratransit services as a required element of ADA. Although Beaumont Transit does not have an internal application process due to staffing constraints, all other public transit operators' identification cards are accepted as verification on all routes.

DBE, EEO, and Title VI

Beaumont Transit System does not utilize federal funds for operating expenses. As such, DBE, EEO, and Title VI requirements do not currently apply to this public transit operator.

Triennial Performance Audit

RCTC retained the services of Michael Baker International to conduct the TDA triennial performance audit of the public transit operators under its jurisdiction in Riverside County, including Beaumont Transit, for Fiscal Years 2015-2016 through 2017-2018.

Beaumont Transit fully complied with five of the eight applicable requirements and partially complied with the remaining three. The audit also summarized the major findings and provided a set of recommendations from the auditing firm.

For this reporting period, four recommendations were given and as required by RCTC, are included in this plan as shown in Table 4.3. Two of the four recommendations have since been implemented or completed.

City of Beaumont
 Short Range Transit Plan
 FY 2021/2022 - 2023/2024



Table 4.3 TDA Triennial

Audit Recommendations	Action Taken and Results
Prepare and submit separate State Controller Transit Operators Financial Transactions Reports for general public transit and specialized service.	Beaumont continues to strive for timely completion of SCO reports. Additional staff in the finance department has been added to help prevent delays.
Continue to work with RTA and Mt. San Jacinto College on fare revenue reimbursement from the College GO-PASS Revenue Agreement.	Beaumont will explore the Go-Pass program and reach out to San Jacinto College to engage students for a student body vote to implement fare program for Beaumont Transit, independent from RTA.
Include a link to Banning Transit on the Beaumont Transit web page.	Completed
Report mechanical road calls and other vehicle operation metrics in TransTrack Manager.	Completed

Alternative Fueled Vehicles (RCTC Policy)

Beaumont Transit System operates nine CNG buses and six gasoline powered. Future vehicle purchases, like all current purchases, will follow the RCTC and SCAQMD policies regarding alternative fuel for transit vehicles.

The State of California and California Air Resources Board has established a goal of transitioning all public fleet to electric buses by 2040. Beaumont is preparing for transition as our gas vehicles retire and intend to replace with electric buses in the coming FY's.

4.4 Open Capital Projects

This final section includes a summary of open capital projects, and balances outstanding for each project as outlined in Table 4.4.

City of Beaumont
 Short Range Transit Plan
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Table 4.4 Open Projects Prior to FY2021/2022

Project Name	SRTP Capital Project No's	Balance
CNG Station Improvements	19-01, 20-01, 21-01	2,241,795
Shop Building Maintenance	17-04	55,524
Shop Tools	20-05	11,974
Modernization of Vehicle Maintenance	19-04, 20-02, 21-02	1,220,677
Brand & Logo Update	20-03	56,830
Passenger Amenities (LCTOP)	20-04	127,444
Two Electric Shuttles	21-04	220,000
New Vehicle Communications	21-05	52,673



Staff Report

TO: City Council

FROM: Christina Taylor, Community Development Director

DATE: April 20, 2021

SUBJECT: **Hold A Public Hearing and Consider 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) and Consider Adopting a Resolution Establishing the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Local Development Mitigation Fee Applicable to all Developments in the Plan Area**

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, if adopted, can remain as a flat fee or an annual escalator can be applied.

Fiscal Impact:

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

Recommended Action:

Hold the continued Public Hearing from March 16, 2021

Waive the full reading and approve by title only, "A Resolution of the City of Beaumont Establishing the Western Riverside County Multiple Species Habitat Conservation Plan Local Development Mitigation Fee Applicable to all Developments in the Plan Area," and

Waive the first 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. Resolution
- B. Ordinance
- C. Nexus Study Fact Sheet
- D. 2020 Nexus Study
- E. MSHCP Mitigation Fee Implementation Manual

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 may also add 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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF BEAUMONT ESTABLISHING THE WESTERN RIVERSIDE COUNTY MULTIPLE SPECIES HABITAT CONSERVATION PLAN LOCAL DEVELOPMENT MITIGATION FEE APPLICABLE TO ALL DEVELOPMENTS IN THE PLAN AREA

WHEREAS, the City of BEAUMONT (“City”) is a member agency of the Western Riverside County Regional Conservation Authority (“RCA”), a joint powers agency comprised of the County of Riverside and the 18 cities located in western Riverside County; and

WHEREAS, the member agencies of RCA recognized that a habitat conservation plan is necessary to provide special protections for vegetation communities and natural areas containing habitat values to prevent future endangerment of the plant and animal species impacted by new development in western Riverside County; and

WHEREAS, in order to address these issues, the member agencies formulated a plan called the Western Riverside County Multiple Species Habitat Conservation Plan (the “MSHCP”) whereby a mitigation fee would be assessed on new development and would be used to fund the implementation of the MSHCP; and

WHEREAS, in furtherance of the MSHCP, the City is approving and adopting the updated “Western Riverside County Multiple Species Habitat Conservation Plan Nexus Fee Study”, dated October 2020 (the “2020 Nexus Study”) attached hereto and incorporated herein by this reference as Exhibit “A;” and

WHEREAS, based on the 2020 Nexus Study, the City adopted Ordinance 2021-_____ on APRIL 20, 2021, (the “2021 Local Development Mitigation Fee Ordinance”) pursuant to California Government Code sections 66000 *et seq.* authorizing the County to impose the Local Development Mitigation Fee upon new development; and

WHEREAS, section 4.A. of the 2021 Local Development Mitigation Fee Ordinance authorizes the City to adopt an applicable Local Development Mitigation Fee schedule by resolution; and

WHEREAS, the fees collected pursuant to this Resolution shall be used to finance the public facilities described or identified in the 2020 Nexus Study; and

WHEREAS, the levying of Local Development Mitigation Fee 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 resolution 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.

NOW, THEREFORE, the City Council does resolve as follows:

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

A. The preservation of vegetation communities and natural areas within western Riverside County which support species covered by the MSHCP is necessary to protect and promote the health, safety, and welfare of all the residents 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 establish a mitigation fee 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 Resolution 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. Local Development Mitigation Fee. There is hereby adopted the Local Development Mitigation Fee schedule as set forth below:

MSHCP Local Development Mitigation Fee Schedule	
Effective July 1, 2021 through December 31, 2021	
Fee Category	Fee
Residential density less than 8.0 dwelling units per acre (fee per dwelling unit)	\$2,935
Residential density between 8.0 and 14.0 dwelling units per acre (fee per dwelling unit)	\$1,473
Residential density greater than 14.0 dwelling units per acre (fee per dwelling unit)	\$670
Non-Residential/Commercial (fee per acre)	\$11,982
Industrial (fee per acre)	\$11,982

MSHCP Local Development Mitigation Fee Schedule	
Effective January 1, 2022	
Fee Category	Fee
Residential density less than 8.0 dwelling units per acre (fee per dwelling unit)	\$3,635
Residential density between 8.0 and 14.0 dwelling units per acre (fee per dwelling unit)	\$1,515
Residential density greater than 14.0 dwelling units per acre (fee per dwelling unit)	\$670
Non-Residential/Commercial (fee per acre)	\$16,358
Industrial (fee per acre)	\$16,358

SECTION 3. Collection Fee Schedule. The City may also add an additional cost to the Local Development Mitigation Fee schedule to cover the costs of collecting and remitting the fees from project proponents. This fee shall be in the amount of \$26.00 (twenty-six dollars) per permit and is subject to an annual CPI escalator if the City Council so chooses to enact.

SECTION 4: Periodic Fee Adjustment. The Local Development Mitigation Fee schedule set forth above may be periodically reviewed and the amounts adjusted as set forth in the MSHCP Mitigation Fee Implementation Manual adopted pursuant to the Local Development Mitigation Fee Ordinance

SECTION 5. 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 adopted pursuant to the Local Development Mitigation Fee Ordinance.

SECTION 6. Adoption of 2020 Nexus Study. The City Council hereby adopts the 2020 Nexus Study and its findings.

SECTION 7. CEQA Findings. The City Council hereby finds that in accordance with CEQA and the State CEQA Guidelines the adoption of this Resolution 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 8. SEVERABILITY. This Resolution 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 Resolution shall not be affected thereby. If any part, sentence, paragraph, section, or clause of this Resolution, 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 Resolution, or person or entity; and shall not affect or impair any of the remaining provision, parts, sentences, paragraphs, sections, or clauses of this Resolution, or its application to other persons or entities. The City of Beaumont hereby declares that this Resolution would have been adopted had such unconstitutional or invalid part, sentence, paragraph, section, or clause of this Resolution not been included herein; or had such person or entity been expressly exempted from the application of this Resolution.

If the fees collected for the conservation of the land, including the monitoring and management thereof, are later adjudged by a final unappealable judgment of a court of competent jurisdiction to be unconstitutional or invalid, the prior Local Development Mitigation Fee adopted under the prior 2003 Local Development Mitigation Fee Nexus Study and the corresponding shall each be revived and shall continue for the life of the MSHCP.

SECTION 9. Effective Date. This Resolution shall become effective on July 1, 2021.

ADOPTED this 20th day of April 2021.

By: _____
Mike Lara, Mayor

ATTEST:

By: _____
Steven Mehlman, City Clerk



Nexus Study Background Summary

February 1, 2021

For more information, contact:

Anne Mayer (amayer@rctc.org) or Aaron Hake (ahake@rctc.org)

Item 6.

Multiple Species Habitat Conservation Plan (MSHCP) – Originally adopted in 2004, the MSHCP is a comprehensive plan focusing on permanent conservation of 500,000 acres and protection of 146 species in Western Riverside County.

Contribute to the economy – Implementation of the MSHCP accelerates construction of infrastructure and development, reduces project costs, and provides permitting efficiencies that lead to economic growth.

Ensure financial stability – The MSHCP fee has not been increased (other than CPI adjustments) since inception in 2004.

- Several assumptions in the original 2004 nexus study did not occur, causing a revenue gap that would only get wider by further delaying the implementation of a new nexus study.
- RCA must demonstrate full funding of the MSHCP to the state and federal wildlife agencies who provide the permits for the MSHCP. Without these permits, the MSHCP cannot provide coverage for private development and public infrastructure projects under the federal and state Endangered Species Acts. Without this coverage, each project would be responsible for mitigating their own impacts pursuant to these laws, which could be very costly and uncertain.

Mindful implementation – Recognizing the current economic situation, the RCA Board, in consultation with the BIA, adopted the lowest possible fee evaluated in the Nexus Study, along with a phase-in of the increase. 50% of the increase will take effect on July 1, 2021, with the remaining 50% taking effect on January 1, 2022.

- The lower fee increase is made possible by extending the land acquisition period by an additional 15 years. Adding this time for development to occur spreads the fee and mitigates the increase.
- The Nexus Study identified an equitable distribution of the fee where each acre developed is treated roughly the same.

Nexus Study LDMF Fee Schedule			
Category	Current fee per unit or per acre	Effective July 1, 2021	Effective January 1, 2022
Residential: Up to 8.0 dwelling units/acre (DUAC)	\$2,234	\$2,935	\$3,635
Residential: 8.0-14 DUAC	\$1,430	\$1,473	\$1,515
Residential: 14.0+ DUAC	\$1,161	\$670	\$670
Commercial (per acre)	\$7,606	\$11,982	\$16,358
Industrial (per acre)	\$7,606	\$11,982	\$16,358

Prepayment allowed – Cities and the County may accept prepayment of fees at their own discretion for applicants wishing to pay current fee levels prior to July 1, 2021.

Transparent decision making – The RCA Board, consisting of elected officials representing 18 cities and the County Board of Supervisors, adopted the Nexus Study on December 7, 2020 at its public meeting. The RCA Executive Committee discussed the Nexus Study in six Brown Act public meetings over the course of a year (November 2019–November 2020). On November 2, 2020, the draft Nexus Study was posted on the RCA website, more than 30 days before the full Board of Directors’ consideration, in excess of minimum transparency requirements.

Meeting the commitment – Cities and the County must adopt the updated MSHCP fee before May 2, 2021 to remain compliant with the MSHCP and be eligible to receive the Plan’s benefits.

- RCA has transmitted the model ordinance and resolution to adopt the updated fee to city and county staffs. RCA staff is available to assist with implementation questions.

New management, enhanced services – RCA is now under the management of RCTC. RCTC is committed to enhancing its service to the private sector through joint project reviews and to public agencies seeking to build infrastructure.

Final Report

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

The Economics of Land Use



Prepared for:

Western Riverside County Regional Conservation Authority

Prepared by:

Economic & Planning Systems, Inc.

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.

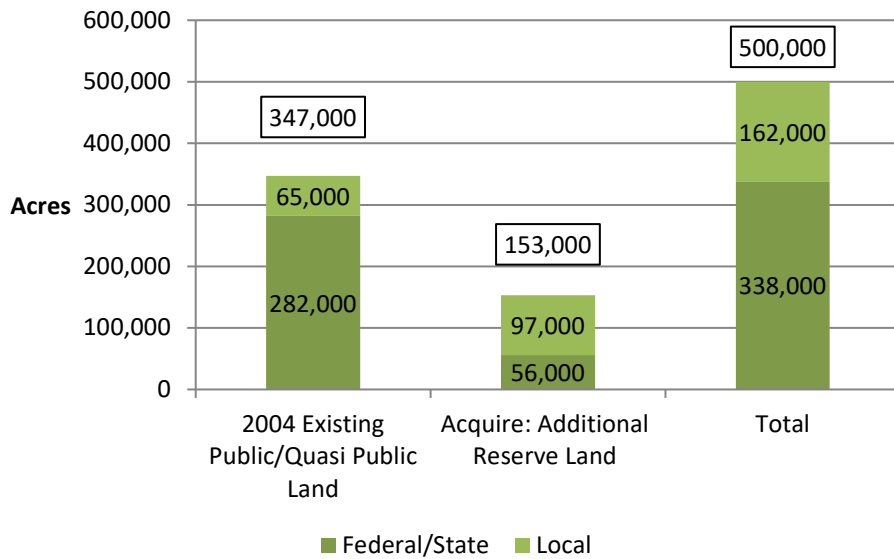
¹² The Wildlife Agencies include the US Fish and Wildlife Service and the California Department of Fish and Wildlife and the Permittees include all of the other parties to the Implementing Agreement.

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:

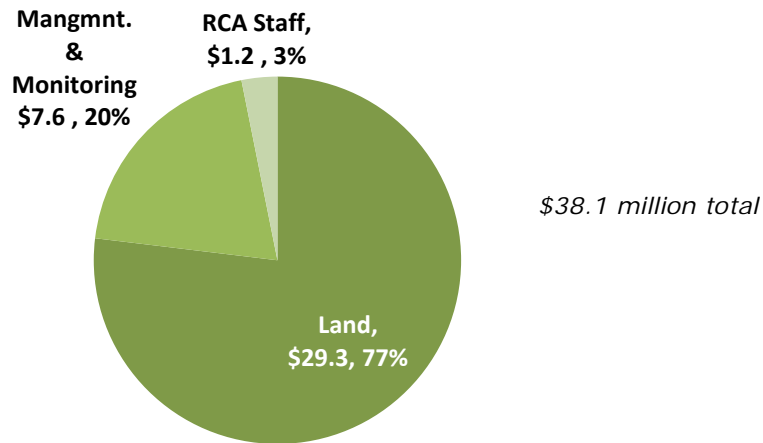
- **Dedications.** Direct acquisition using local funding sources would be required to acquire 56,000 acres, with 41,000 acres (or 42 percent) of the required local habitat protection coming through HANS dedication.
- **Land Cost.** Average land value of \$13,100 per acre for Additional Reserve Lands 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.			

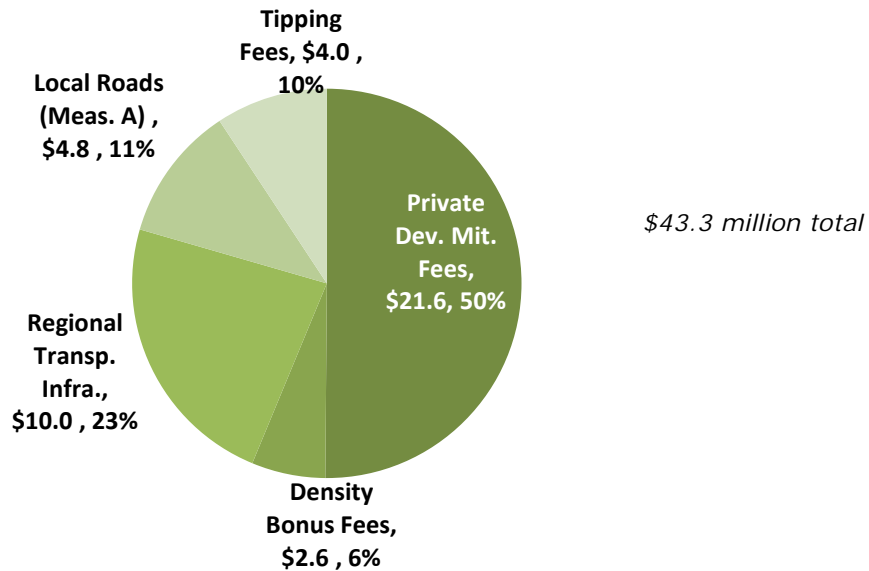
Figure 2 MSHCP Estimated Annual Costs in Millions, 2004 Dollars



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

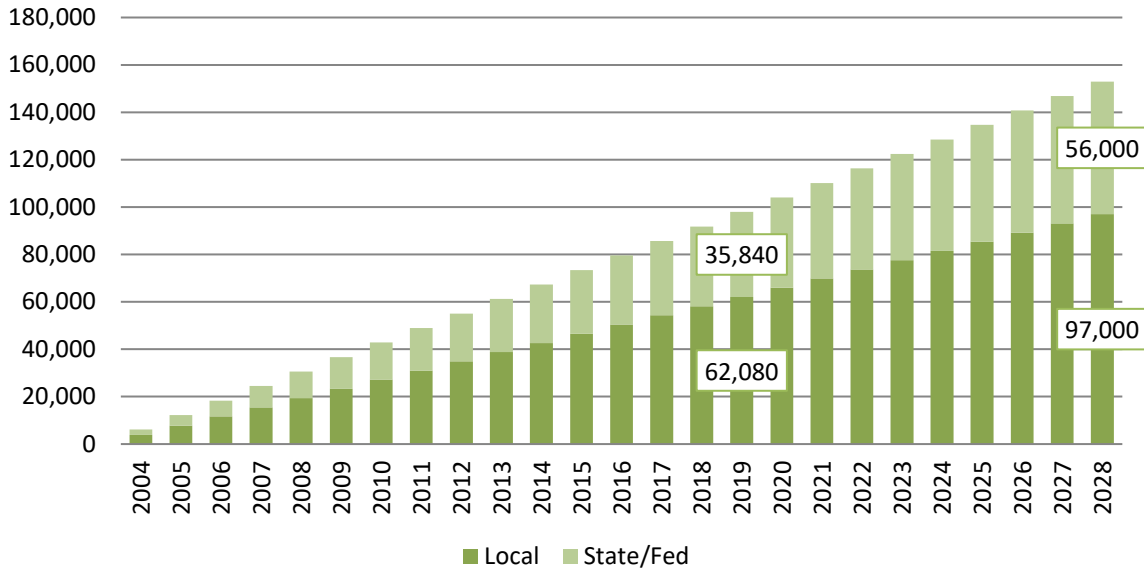
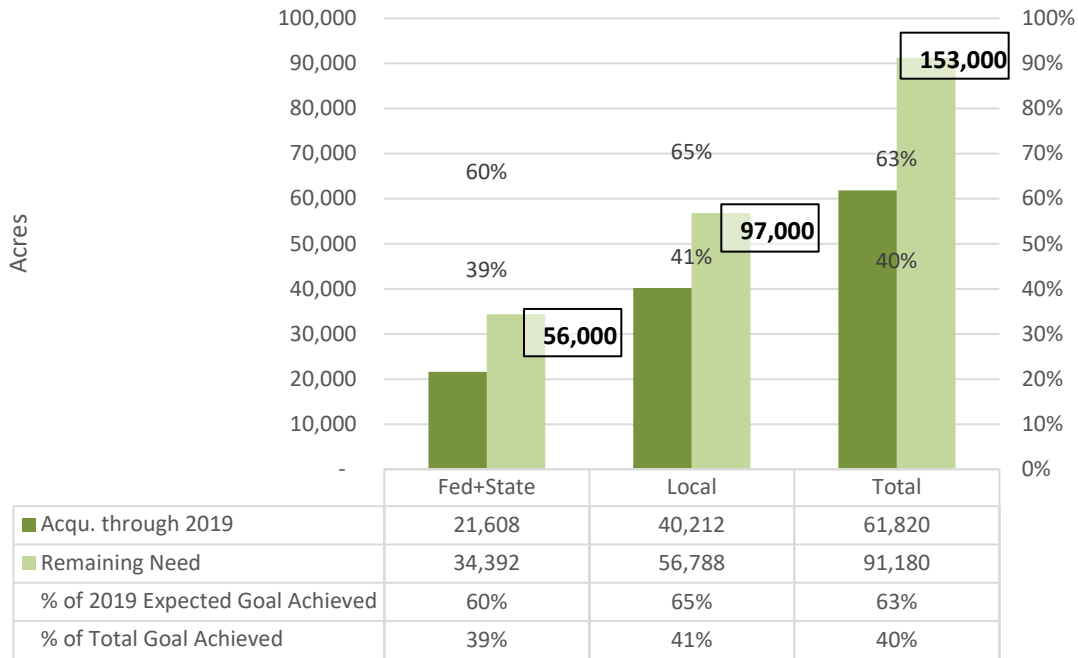


Figure 5 Progress Towards ARL Through End of 2019



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.

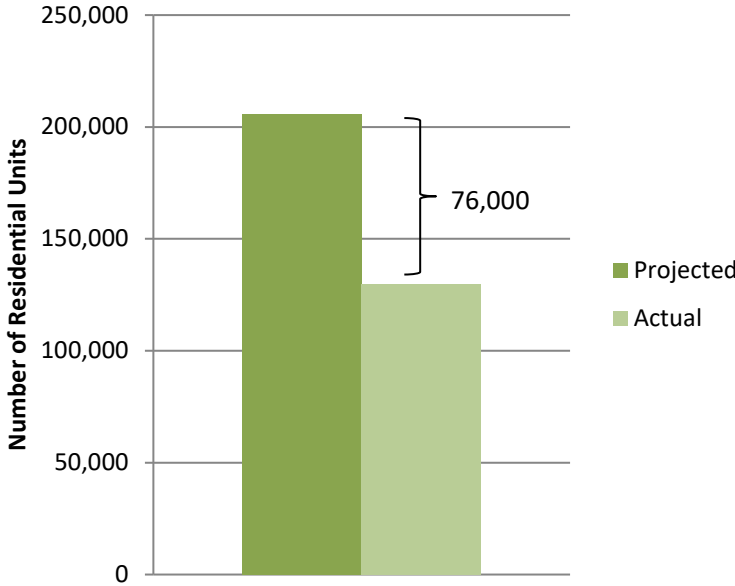
4. FORECASTS OF DEVELOPMENT, DEDICATION, FEE PAYMENT

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)

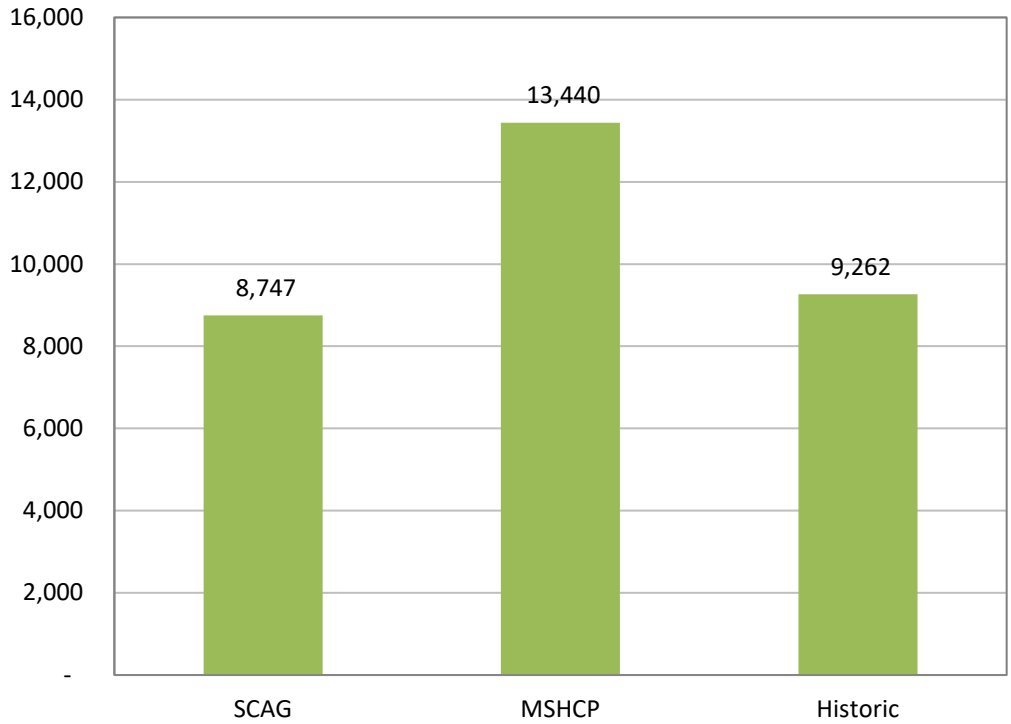
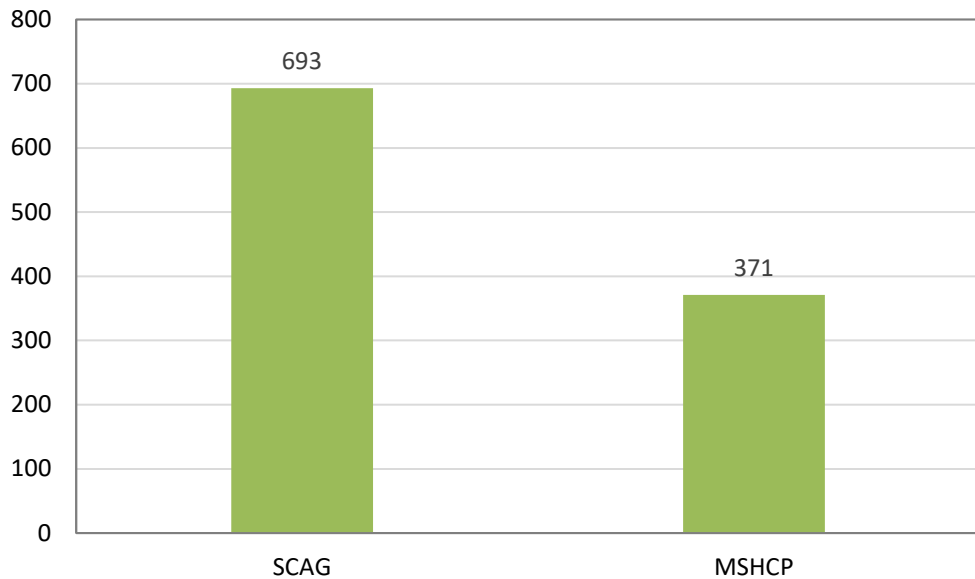


Figure 8 Newly Developed Commercial Acres per Year

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

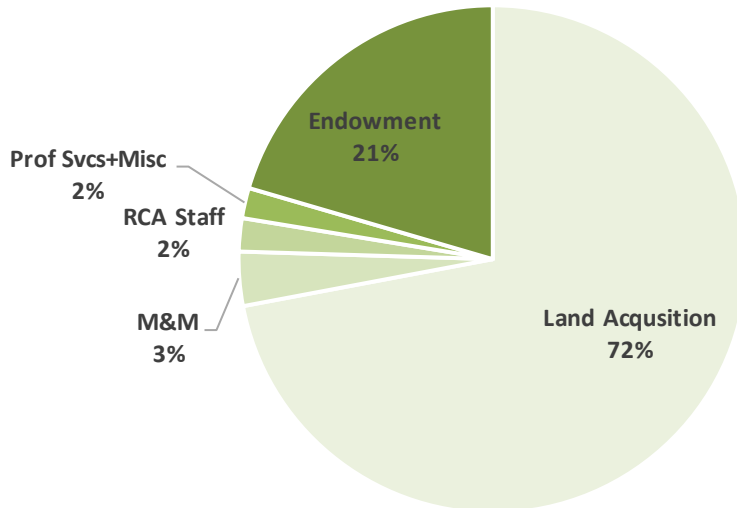
Item	No Extension	5-Year Extension	10-Year Extension	15-Year Extension
Total Endowment Funding Required	\$225,208,133	\$225,208,133	\$225,208,133	\$225,208,133
(Less) Endowment Interest	<u>(\$25,695,187)</u>	<u>(\$40,679,628)</u>	<u>(\$54,846,349)</u>	<u>(\$68,206,990)</u>
Net Endowment Funding Required	\$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 No Extension	2020 - 2033 5-Yr Extension	2020 - 2038 10-Yr Extension	2020 - 2043 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.

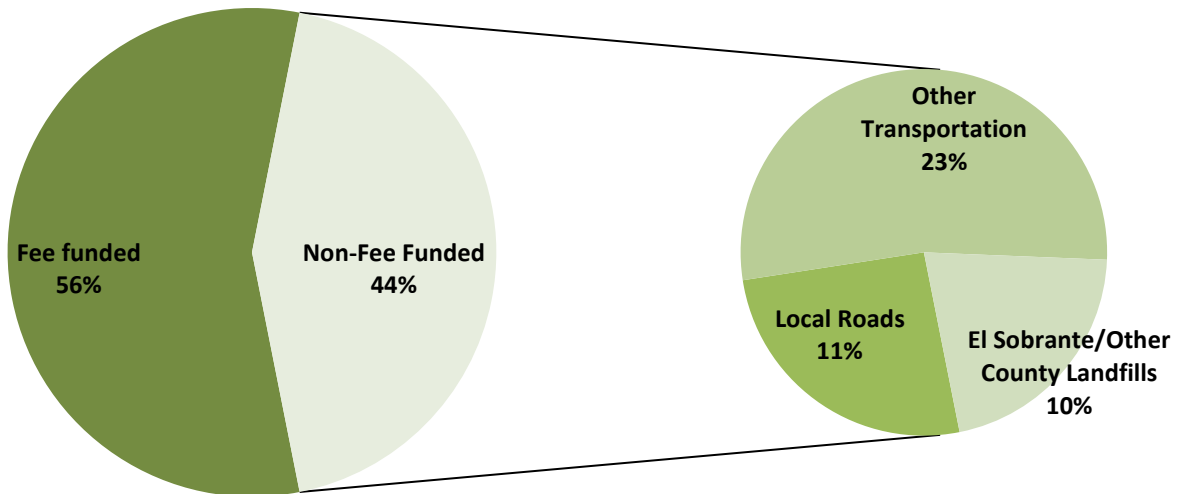
As described further below, at this point, the average annual funding from non-fee revenues sources are well below the MSCHP forecast. Measure A, a voter-approved ½ cent sales tax measure did provide substantial funding as envisioned (though is now fully used/ allocated) and, collectively, the other 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 – 5 Year 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	26 2029	27 2030	28 2031	29 2032	30 2033
ACRES															
Land Acquisition Costs															
Land Acquisition (Annual)															
Local		4,056	4,056	4,056	4,056	4,056	4,056	4,056	4,056	4,056	4,056	4,056	4,056	4,056	4,056
(less) HANS/JPR Dedications		-1,250	-1,250	-1,250	-1,250	-1,250	-1,250	-1,250	-1,250	0	0	0	0	0	0
Total Local		2,806	2,806	2,806	2,806	2,806	2,806	2,806	2,806	4,056	4,056	4,056	4,056	4,056	4,056
State/Fed		2,457	2,457	2,457	2,457	2,457	2,457	2,457	2,457	2,457	2,457	2,457	2,457	2,457	2,457
Total		5,263	5,263	5,263	5,263	5,263	5,263	5,263	5,263	6,513	6,513	6,513	6,513	6,513	6,513
Land Acquisition (Cumulative)															
Local ¹		43,018	45,825	48,631	51,437	54,243	57,050	59,856	62,662	66,719	70,775	74,831	78,887	82,944	87,000
State/Fed		24,065	26,521	28,978	31,434	33,891	36,347	38,804	41,261	43,717	46,174	48,630	51,087	53,543	56,000
Local - HANS/JPR Dedications		1,250	2,500	3,750	5,000	6,250	7,500	8,750	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Total		68,333	74,846	81,359	87,871	94,384	100,897	107,410	113,923	120,436	126,949	133,461	139,974	146,487	153,000
Management and Monitoring Costs															
Reserve Summary															
		Financial Responsibility													
		Monitoring	Management												
<u>State/ Federal</u>															
PQP	RCA	State/ Fed		282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000
ARL	RCA	State		24,065	26,521	28,978	31,434	33,891	36,347	38,804	41,261	43,717	46,174	48,630	51,087
Total				306,065	308,521	310,978	313,434	315,891	318,347	320,804	323,261	325,717	328,174	330,630	333,087
<u>Local</u>															
PQP	RCA	Non-RCA Local		65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000
ARL	RCA	RCA		44,268	48,325	52,381	56,437	60,493	64,550	68,606	72,662	76,719	80,775	84,831	88,887
Total				109,268	113,325	117,381	121,437	125,493	129,550	133,606	137,662	141,719	145,775	149,831	153,887
Total Acres under RCA Management				44,268	48,325	52,381	56,437	60,493	64,550	68,606	72,662	76,719	80,775	84,831	88,887
Total Acres under RCA Monitoring				415,333	421,846	428,359	434,871	441,384	447,897	454,410	460,923	467,436	473,949	480,461	486,974
COSTS (all constant 2019 dollars)															
Land Acquisition Costs															
Local, ARL, Annual	\$14,288 \$/Acre			\$40,096,188	\$40,096,188	\$40,096,188	\$40,096,188	\$40,096,188	\$40,096,188	\$40,096,188	\$40,096,188	\$57,956,178	\$57,956,178	\$57,956,178	\$57,956,178
Land Transaction Costs	5% of acquisition costs			\$2,004,809	\$2,004,809	\$2,004,809	\$2,004,809	\$2,004,809	\$2,004,809	\$2,004,809	\$2,004,809	\$2,897,809	\$2,897,809	\$2,897,809	\$2,897,809
Total, Land Acquisition Costs				\$42,100,997	\$42,100,997	\$42,100,997	\$42,100,997	\$42,100,997	\$42,100,997	\$42,100,997	\$42,100,997	\$60,853,987	\$60,853,987	\$60,853,987	\$60,853,987
Local, ARL, Cumulative				\$42,100,997	\$84,201,995	\$126,302,992	\$168,403,990	\$210,504,987	\$252,605,985	\$294,706,982	\$336,807,979	\$397,661,967	\$458,515,954	\$519,369,941	\$580,223,928
Management and Monitoring Costs															
Management, Annual	\$32.70 \$/Acre			\$1,447,647	\$1,580,295	\$1,712,942	\$1,845,589	\$1,978,237	\$2,110,884	\$2,243,532	\$2,376,179	\$2,508,826	\$2,641,474	\$2,774,121	\$2,906,768
Management Cumulative				\$1,447,647	\$3,027,942	\$4,740,884	\$6,586,474	\$8,564,710	\$10,675,595	\$12,919,126	\$15,295,305	\$17,804,131	\$20,445,605	\$23,219,726	\$26,126,494
Monitoring, Annual	\$3.01 \$/Acre			\$1,251,627	\$1,271,254	\$1,290,880	\$1,310,507	\$1,330,134	\$1,349,761	\$1,369,388	\$1,389,015	\$1,408,641	\$1,428,268	\$1,447,895	\$1,467,522
Monitoring Cumulative				\$1,251,627	\$2,522,880	\$3,813,761	\$5,124,268	\$6,454,402	\$7,804,163	\$9,173,551	\$10,562,566	\$11,971,207	\$13,399,476	\$14,847,371	\$16,314,893
Endowment Costs															
Net Endowment Funding, Annual				\$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
Net Endowment Funding, Cumulative				\$13,180,608	\$26,361,215	\$39,541,823	\$52,722,430	\$65,903,038	\$79,083,645	\$92,264,253	\$105,444,860	\$118,625,468	\$131,806,076	\$144,986,683	\$158,167,291
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	\$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	\$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	\$0	\$0	\$0	\$0
Other				\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254
Total Annual Costs				\$5,154,811	\$5,154,811	\$4,154,811	\$4,154,811	\$4,154,811	\$4,154,811	\$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	\$39,393,299	\$43,548,111	\$47,702,922	\$51,857,733
TOTAL ALL COSTS															
TOTAL Annual				\$63,135,690	\$63,287,964	\$62,440,239	\$62,592,513	\$62,744,787	\$62,897,061	\$63,049,335	\$63,201,610	\$82,106,873	\$82,259,148	\$82,411,422	\$82,563,696
TOTAL Cumulative				\$63,135,690	\$126,423,655	\$188,863,893	\$251,456,406	\$314,201,193	\$377,098,254	\$440,147,590	\$503,349,199	\$585,456,073	\$667,715,220	\$750,126,642	\$832,690,338

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

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	26 2029	27 2030	28 2031	29 2032	30 2033	31 2034	32 2035	33 2036	34 2037	35 2038	
ACRES																					
Land Acquisition Costs																					
Land Acquisition (Annual)																					
Local		2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	
(less) Anheuser Busch purchase		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
(less) HANS/JPR Dedications		-1,250	-1,250	-1,250	-1,250	-1,250	-1,250	-1,250	-1,250	0	0	0	0	0	0	0	0	0	0	0	
Total Local		1,739	1,739	1,739	1,739	1,739	1,739	1,739	1,739	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	2,989	
State/Fed		1,810	1,810	1,810	1,810	1,810	1,810	1,810	1,810	1,810	1,810	1,810	1,810	1,810	1,810	1,810	1,810	1,810	1,810	1,810	
Total		3,549	3,549	3,549	3,549	3,549	3,549	3,549	3,549	4,799	4,799	4,799	4,799	4,799	4,799	4,799	4,799	4,799	4,799	4,799	
Land Acquisition (Cumulative)																					
Local ¹		41,951	43,690	45,429	47,167	48,906	50,645	52,384	54,123	57,112	60,100	63,089	66,078	69,067	72,056	75,045	78,033	81,022	84,011	87,000	
State/Fed		23,418	25,228	27,038	28,848	30,659	32,469	34,279	36,089	37,899	39,709	41,519	43,329	45,139	46,949	48,760	50,570	52,380	54,190	56,000	
Local - HANS/JPR Dedications		1,250	2,500	3,750	5,000	6,250	7,500	8,750	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	
Total		66,619	71,418	76,217	81,016	85,815	90,614	95,413	100,212	105,011	109,809	114,608	119,407	124,206	129,005	133,804	138,603	143,402	148,201	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	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	
ARL	RCA	State	23,418	25,228	27,038	28,848	30,659	32,469	34,279	36,089	37,899	39,709	41,519	43,329	45,139	46,949	48,760	50,570	52,380	54,190	
Total			305,418	307,228	309,038	310,848	312,659	314,469	316,279	318,089	319,899	321,709	323,519	325,329	327,139	328,949	330,760	332,570	334,380	336,190	
Local																					
PQP	RCA	Non-RCA Local	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	
ARL	RCA	RCA	43,201	46,190	49,179	52,167	55,156	58,145	61,134	64,123	67,112	70,100	73,089	76,078	79,067	82,056	85,045	88,033	91,022	94,011	
Total			108,201	111,190	114,179	117,167	120,156	123,145	126,134	129,123	132,112	135,100	138,089	141,078	144,067	147,056	150,045	153,033	156,022	159,011	
Total Acres under RCA Management			43,201	46,190	49,179	52,167	55,156	58,145	61,134	64,123	67,112	70,100	73,089	76,078	79,067	82,056	85,045	88,033	91,022	94,011	
Total Acres under RCA Monitoring			413,619	418,418	423,217	428,016	432,815	437,614	442,413	447,212	452,011	456,809	461,608	466,407	471,206	476,005	480,804	485,603	490,402	495,201	
COSTS (all constant 2019 dollars)																					
Land Acquisition Costs																					
Local, ARL, Annual	\$14,288	\$/Acre	\$24,844,562	\$24,844,562	\$24,844,562	\$24,844,562	\$24,844,562	\$24,844,562	\$24,844,562	\$24,844,562	\$24,844,562	\$24,844,562	\$24,844,562	\$24,844,562	\$24,844,562	\$24,844,562	\$24,844,562	\$24,844,562	\$24,844,562	\$24,844,562	
Land Transaction Costs	5%	of acquisition costs	\$1,242,228	\$1,242,228	\$1,242,228	\$1,242,228	\$1,242,228	\$1,242,228	\$1,242,228	\$1,242,228	\$1,242,228	\$1,242,228	\$1,242,228	\$1,242,228	\$1,242,228	\$1,242,228	\$1,242,228	\$1,242,228	\$1,242,228	\$1,242,228	
Total, Land Acquisition Costs			\$26,086,790	\$26,086,790	\$26,086,790	\$26,086,790	\$26,086,790	\$26,086,790	\$26,086,790	\$26,086,790	\$26,086,790	\$26,086,790	\$26,086,790	\$26,086,790	\$26,086,790	\$26,086,790	\$26,086,790	\$26,086,790	\$26,086,790	\$26,086,790	
Local, ARL, Cumulative			\$26,086,790	\$52,173,581	\$78,260,371	\$104,347,161	\$130,433,952	\$156,520,742	\$182,607,532	\$208,694,323	\$253,534,102	\$298,373,882	\$343,213,662	\$388,053,442	\$432,893,222	\$477,733,002	\$522,572,782	\$567,412,562	\$612,252,342	\$657,092,122	\$701,931,902
Management and Monitoring Costs																					
Management, Annual	\$32.70	\$/Acre	\$1,412,740	\$1,510,480	\$1,608,220	\$1,705,961	\$1,803,701	\$1,901,441	\$1,999,181	\$2,096,921	\$2,194,661	\$2,292,402	\$2,390,142	\$2,487,882	\$2,585,622	\$2,683,362	\$2,781,102	\$2,878,843	\$2,976,583	\$3,074,323	
Management Cumulative			\$1,412,740	\$2,923,220	\$4,531,441	\$6,237,402	\$8,041,102	\$9,942,543	\$11,941,725	\$14,038,646	\$16,233,307	\$18,525,709	\$20,915,851	\$23,403,733	\$25,989,355	\$28,672,717	\$31,453,819	\$34,332,662	\$37,309,245	\$40,383,568	
Monitoring, Annual	\$3.01	\$/Acre	\$1,246,462	\$1,260,924	\$1,275,386	\$1,289,847	\$1,304,309	\$1,318,771	\$1,333,233	\$1,347,695	\$1,362,157	\$1,376,619	\$1,391,081	\$1,405,542	\$1,420,004	\$1,434,466	\$1,448,928	\$1,463,390	\$1,477,852	\$1,492,314	
Monitoring Cumulative			\$1,246,462	\$2,507,386	\$3,782,771	\$5,072,619	\$6,376,928	\$7,695,699	\$9,028,932	\$10,376,627	\$11,738,784	\$13,115,403	\$14,506,484	\$15,912,026	\$17,332,030	\$18,766,497	\$20,215,425	\$21,678,815	\$23,156,667	\$24,648,980	
Endowment Costs																					
Net Endowment Funding, Annual			\$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	
Net Endowment Funding, Cumulative			\$8,966,410	\$17,932,819	\$26,899,229	\$35,865,639	\$44,832,049	\$53,798,458	\$62,764,868	\$71,731,278	\$80,697,687	\$89,664,097	\$98,630,507	\$107,596,917	\$116,563,326	\$125,529,736	\$134,496,146	\$143,462,556	\$152,428,965	\$161,395,375	
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	\$2,288,495	\$2,288,495	\$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	\$1,466,062	\$1,466,062	\$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	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other			\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	
Total Annual Costs			\$5,154,811	\$5,154,811	\$4,154,811	\$4,154,811	\$4,154,811	\$4,154,811	\$4,154,811	\$4,154,811	\$4,154,811	\$4,154,811	\$4,154,811	\$4,154,811	\$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	\$39,393,299	\$43,548,111	\$47,702,922	\$51,857,733	\$56,012,544	\$60,167,355	\$64,322,166	\$68,476,977	\$72,631,788	\$76,786,599	
TOTAL ALL COSTS																					
TOTAL Annual			\$42,867,213	\$42,979,415	\$42,091,617	\$42,203,819	\$42,316,021	\$42,428,223	\$42,540,425	\$42,652,627	\$61,517,819	\$61,630,021	\$61,742,223	\$61,854,425	\$61,966,627	\$62,078,829	\$62,191,031	\$62,303,233	\$62,415,435	\$62,527,637	
TOTAL Cumulative			\$42,867,213	\$85,846,628	\$127,938,245	\$170,142,065	\$212,458,086	\$254,886,309	\$297,426,735	\$340,079,362	\$401,597,181	\$463,227,202	\$524,969,425	\$586,823,850	\$648,790,477	\$710,869,307	\$773,060,338	\$835,363,571	\$897,779,006	\$960,306,644	

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 – 15 Year 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	26 2029	27 2030	28 2031	29 2032	30 2033	31 2034	32 2035	33 2036	34 2037	35 2038	36 2039	37 2040	38 2041	39 2042	40 2043	
ACRES																										
Land Acquisition Costs																										
Land Acquisition (Annual)																										
Local		2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366
(less) HANS/JPR Dedications		-1,250	-1,250	-1,250	-1,250	-1,250	-1,250	-1,250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Local		1,116	1,116	1,116	1,116	1,116	1,116	1,116	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	2,366	
State/Fed		1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	
Total		2,549	2,549	2,549	2,549	2,549	2,549	2,549	3,799	3,799	3,799	3,799	3,799	3,799	3,799	3,799	3,799	3,799	3,799	3,799	3,799	3,799	3,799	3,799	3,799	
Land Acquisition (Cumulative)																										
Local ¹		41,328	42,444	43,561	44,677	45,793	46,909	48,025	49,141	51,508	53,874	56,240	58,606	60,972	63,338	65,705	68,071	70,437	72,803	75,169	77,535	79,902	82,268	84,634	87,000	
State/Fed		23,041	24,474	25,907	27,340	28,773	30,206	31,639	33,072	34,505	35,938	37,371	38,804	40,237	41,670	43,103	44,536	45,969	47,402	48,835	50,268	51,701	53,134	54,567	56,000	
Local - HANS/JPR Dedications		1,250	2,500	3,750	5,000	6,250	7,500	8,750	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	
Total		65,619	69,418	73,218	77,017	80,816	84,615	88,414	92,213	96,013	99,812	103,611	107,410	111,209	115,008	118,808	122,607	126,406	130,205	134,004	137,803	141,603	145,402	149,201	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	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000	282,000
ARL	RCA	State	23,041	24,474	25,907	27,340	28,773	30,206	31,639	33,072	34,505	35,938	37,371	38,804	40,237	41,670	43,103	44,536	45,969	47,402	48,835	50,268	51,701	53,134	54,567	56,000
Total			305,041	306,474	307,907	309,340	310,773	312,206	313,639	315,072	316,505	317,938	319,371	320,804	322,237	323,670	325,103	326,536	327,969	329,402	330,835	332,268	333,701	335,134	336,567	338,000
Local																										
PQP	RCA	Non-RCA	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000
ARL	RCA	RCA	42,578	44,944	47,311	49,677	52,043	54,409	56,775	59,141	61,508	63,874	66,240	68,606	70,972	73,338	75,705	78,071	80,437	82,803	85,169	87,535	89,902	92,268	94,634	97,000
Total			107,578	109,944	112,311	114,677	117,043	119,409	121,775	124,141	126,508	128,874	131,240	133,606	135,972	138,338	140,705	143,071	145,437	147,803	150,169	152,535	154,902	157,268	159,634	162,000
Total Acres under RCA Management																										
Total Acres under RCA Monitoring																										
			42,578	44,944	47,311	49,677	52,043	54,409	56,775	59,141	61,508	63,874	66,240	68,606	70,972	73,338	75,705	78,071	80,437	82,803	85,169	87,535	89,902	92,268	94,634	97,000
			412,619	416,418	420,218	424,017	427,816	431,615	435,414	439,213	443,013	446,812	450,611	454,410	458,209	462,008	465,808	469,607	473,406	477,205	481,004	484,803	488,603	492,402	496,201	500,000
COSTS (all constant 2019 dollars)																										
Land Acquisition Costs																										
Local, ARL, Annual	\$14,288 \$/Acre	\$15,947,780	\$15,947,780	\$15,947,780	\$15,947,780	\$15,947,780	\$15,947,780	\$15,947,780	\$15,947,780	\$15,947,780	\$15,947,780	\$15,947,780	\$15,947,780	\$15,947,780	\$15,947,780	\$15,947,780	\$15,947,780	\$15,947,780	\$15,947,780	\$15,947,780	\$15,947,780	\$15,947,780	\$15,947,780	\$15,947,780	\$15,947,780	\$15,947,780
Land Transaction Costs	5% of acquisition costs	\$797,389	\$797,389	\$797,389	\$797,389	\$797,389	\$797,389	\$797,389	\$797,389	\$797,389	\$797,389	\$797,389	\$797,389	\$797,389	\$797,389	\$797,389	\$797,389	\$797,389	\$797,389	\$797,389	\$797,389	\$797,389	\$797,389	\$797,389	\$797,389	\$797,389
Total, Land Acquisition Costs		\$16,745,170	\$16,745,170	\$16,745,170	\$16,745,170	\$16,745,170	\$16,745,170	\$16,745,170	\$16,745,170	\$16,745,170	\$16,745,170	\$16,745,170	\$16,745,170	\$16,745,170	\$16,745,170	\$16,745,170	\$16,745,170	\$16,745,170	\$16,745,170	\$16,745,170	\$16,745,170	\$16,745,170	\$16,745,170	\$16,745,170	\$16,745,170	\$16,745,170
Local, ARL, Cumulative		\$16,745,170	\$33,490,339	\$50,235,509	\$66,980,678	\$83,725,848	\$100,471,017	\$117,216,187	\$133,961,356	\$150,706,525	\$167,451,695	\$184,196,864	\$200,942,033	\$217,687,202	\$234,432,371	\$251,177,541	\$267,922,710	\$284,667,879	\$301,413,048	\$318,158,217	\$334,903,386	\$351,648,555	\$368,393,724	\$385,138,893	\$401,884,062	\$418,629,231
Management and Monitoring Costs																										
Management, Annual	\$32.70 \$/Acre	\$1,392,378	\$1,469,755	\$1,547,133	\$1,624,511	\$1,701,888	\$1,779,266	\$1,856,643	\$1,934,021	\$2,011,399	\$2,088,776	\$2,166,154	\$2,243,532	\$2,320,909	\$2,398,287	\$2,475,664	\$2,553,042	\$2,630,420	\$2,707,797	\$2,785,175	\$2,862,553	\$2,939,930	\$3,017,308	\$3,094,685	\$3,172,063	
Management Cumulative		\$1,392,378	\$2,862,133	\$4,409,266	\$6,033,776	\$7,735,664	\$9,514,930	\$11,371,574	\$13,305,595	\$15,316,993	\$17,405,770	\$19,571,923	\$21,815,455	\$24,136,364	\$26,534,651	\$29,010,315	\$31,563,357	\$34,193,777	\$36,901,574	\$39,686,749	\$42,549,302	\$45,489,232	\$48,506,540	\$51,601,225	\$54,773,288	
Monitoring, Annual	\$3.01 \$/Acre	\$1,243,449	\$1,254,898	\$1,266,347	\$1,277,796	\$1,289,245	\$1,300,694	\$1,312,143	\$1,323,592	\$1,335,041	\$1,346,490	\$1,357,939	\$1,369,388	\$1,380,837	\$1,392,286	\$1,403,735	\$1,415,184	\$1,426,633	\$1,438,082	\$1,449,531	\$1,460,980	\$1,472,429	\$1,483,878	\$1,495,327	\$1,506,776	
Monitoring Cumulative		\$1,243,449	\$2,498,347	\$3,764,694	\$5,042,490	\$6,331,735	\$7,632,429	\$8,944,572	\$10,268,163	\$11,603,204	\$12,949,694	\$14,307,633	\$15,677,021	\$17,057,857	\$18,450,143	\$19,853,878	\$21,269,062	\$22,695,694	\$24,133,776	\$25,583,307	\$27,044,286	\$28,516,715	\$30,000,593	\$31,495,919	\$33,002,695	
Endowment Costs																										
Net Endowment Funding, Annual		\$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	\$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	
Net Endowment Funding, Cumulative		\$6,541,714	\$13,083,429	\$19,625,143	\$26,166,857	\$32,708,572	\$39,250,286	\$45,792,000	\$52,333,715	\$58,875,429	\$65,417,143	\$71,958,858	\$78,500,572	\$85,042,286	\$91,584,001	\$98,125,715	\$104,667,429	\$111,209,144	\$117,750,858	\$124,292,572	\$130,834,286	\$137,376,001	\$143,917,715	\$150,459,429	\$157,001,144	
Administrative Costs²																										
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	\$2,288,495	\$2,288,495	\$2,288,495	\$2,288,495	\$2,288,495	\$2,288,495	\$2,288,495	\$2,288,495	\$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	\$1,466,062	\$1,466,062	\$1,466,062	\$1,466,062	\$1,466,062	\$1,466,062	\$1,466,062	\$1,466,062	\$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	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other		\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	\$400,254	
Total Annual Costs		\$5,154,811	\$5,154,811	\$4,154,811	\$4,154,811	\$4,154,811	\$4,154,811	\$4,154,811	\$4,154,811	\$4,154,811	\$4,154,811	\$4,154,811	\$4,154,811	\$4,154,811	\$4,154,811	\$4,154,811	\$4,154,811	\$4,154,811	\$4,154,811	\$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	\$39,393,299	\$43,548,111	\$47,702,922	\$51,857,733	\$56,012,544	\$60,167,355	\$64,322,166	\$68,476,977	\$72,631,788	\$76,786,599	\$80,941,410	\$85,096,221	\$89,251,032	\$93,405,843	\$97,560,654	\$101,715,465	
TOTAL ALL COSTS																										
TOTAL Annual		\$31,077,521	\$31,1																							

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



MSHCP Mitigation Fee Implementation Manual

December 2020



RCA's MSHCP MITIGATION FEE IMPLEMENTATION MANUAL

The Western Riverside County Regional Conservation Authority ("RCA") was formed in 2004 to achieve one of America's most ambitious environmental efforts, the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP" or the "Plan"). As the nation's largest habitat conservation plan of its kind, the MSHCP strengthens the sustainability and quality of life in western Riverside County by nurturing economic development opportunities, alleviating traffic congestion, protecting natural resources, and improving air quality.

This MSHCP Mitigation Fee Implementation Manual ("Manual") provides direction to Local Jurisdictions under the MSHCP concerning their obligations under the MSHCP and Permits regarding the imposition, collection, accounting, remittance and calculation of the Local Development Mitigation Fee. The Local Development Mitigation Fee Program is administered by the RCA. The instructions in this Manual are intended to be consistent with and based on the MSHCP, the Implementing Agreement (IA), and the 2020 Nexus Study. The Manual is also intended to provide direction to Member Agencies concerning their Fee Ordinances and any related Resolutions. For questions and clarifications, please contact the RCA.

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I. Introduction



CHAPTER I. INTRODUCTION

A. Background on MSHCP and Implementation Agreements

The MSHCP, originally adopted in 2004, is a comprehensive, multi-jurisdictional Habitat Conservation Plan 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 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 and has saved taxpayers more than \$500 million by expediting the construction of more than 30 major freeway and road improvements in Riverside County valued at more than \$5 billion. 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 (“IA”) 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, IA, 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) (“RCA”) to conduct their portion of the conservation actions identified in the MSHCP.

B. Purpose of MSHCP and Local Development Mitigation Fee

The purpose of the Local Development Mitigation Fee (“LDMF”) is to contribute to the funding required to implement the MSHCP and, as a result, help maintain the Incidental Take Permit 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 would need to apply

¹Local 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.

²The Western Riverside County Regional Conservation Authority is a joint powers authority established in 2004 to implement the MSHCP.

independently for development approval under federal and State law if the project impacts a threatened or endangered species. The Federal Endangered Species Act specifically requires that the applicant for Incidental Take Permit “ensure that adequate funding for the [MSHCP] will be provided.”³ In addition, the LDMF helps provide the regional benefit of streamlined economic development in western Riverside County as well as the provision of contiguous open spaces that will serve as a community amenity to residents, workers, and visitors.

New development in the MSHCP Area will directly, indirectly, or cumulatively affect species and habitat in western Riverside County. Because of this, the County of Riverside along with several other agencies prepared and adopted the MSHCP 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, and 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. Consequently, the LDMF applies to all new development in western Riverside County whether or not the development is within a Criteria Cell.

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 management and monitoring in perpetuity. 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 after that time.

Finally, the LDMF is required by the MSHCP and the IA (IA §13.2(A); MSHCP § 8.5.1).

C. Public Projects

A number of Public Projects also pay fees related to the MSHCP in order to mitigate the impact of public projects in accordance with the terms of the IA. These different types of Public Projects and the fees related to them are discussed more in the later chapters of this Manual.

D. RCA Administration of Fee Program

Section 2 of the Member Agencies’ Fee Ordinance provides that the RCA is appointed as the Administrator of the Fee Ordinance. The RCA is authorized to receive all fees generated from the LDMF within the Cities or County, and to invest, account for, and expend such fees in accordance with the provisions of the Plan, IA, and Fee Ordinances.

³See Section 1539(a)(2)(B)(iii) of the federal Endangered Species Act.

The RCA's Executive Director or his/her designee is authorized to act on behalf of the RCA as the Administrator of the LDMF Program. Furthermore, the RCA shall have the final determination regarding collection of the fee, the appropriate methodology to calculate the fee based on the information provided, and the interpretation of this Manual.

E. Purpose of Implementation Manual

The purpose of this Manual is to provide those jurisdictions and agencies that are participants in the MSHCP and IA with direction and policies for implementation of the LDMF Ordinance and Resolution adopted by each of the member jurisdictions. The Manual specifies implementation and responsibilities for the LDMF Ordinance and Resolution. The instructions in this Manual shall control the administration of the Local Development Mitigation Fee except where directly in conflict with the adopting Ordinance. Capitalized terms in this Manual shall have the same meaning as in the adopting Ordinance.

The RCA may, from time to time, amend this Manual as necessary to add additional direction, clarification, or guidance regarding implementation of the LDMF Ordinance.

II. Local Jurisdiction Instructions



CHAPTER II. LOCAL JURISDICTION INSTRUCTIONS

A. Legal Authority

Any capitalized terms used within this Manual which are not defined herein are the same as those defined in the LDMF Ordinances.

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 Member Agencies are required to implement a LDMF that was expected to represent one of the primary sources of funding for the implementation of the MSHCP. The LDMF has been developed in accordance with 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.” Fees charged to Public Projects have been imposed pursuant to the MSHCP IA.

B. Member Agency Obligations under MSHCP and Implementation Agreements.

As set forth in Section 11.1 of the MSHCP Implementing Agreement, the Member Agencies and the RCA have selected legal mechanisms to ensure implementation of the terms of the MSHCP and the IA.

1. **Enactment of Fee Ordinance and Resolution.** Pursuant to Sections 11.1.1 and 11.1.2 of the MSHCP IA, the Member Agencies shall adopt an Ordinance imposing the LDMF in substantially the form proposed by the RCA and the related Resolution within 90 days’ notice from the RCA. The Member Agencies shall also adopt any updated Fee Ordinance or Resolution within 90 days’ notice from the RCA.
2. **Imposition of Fee.**
 - a. The LDMF will be paid no later than at the issuance of a building permit. Notwithstanding any other provision of the Municipal or County Ordinance, as relevant, no building permit shall be issued for any Development Project unless the LDMF applicable to such Development Project has been paid. The amount of the Fee shall be calculated in accordance with this Manual.
 - b. In lieu of the payment of the LDMF 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.

3. **Remittance of Fees to the RCA**

- a. Timing. The Member Agencies shall remit all LDMFs which are collected or should have been collected for any Development, as defined in the MSHCP, and contributions for Public Projects to the RCA on a monthly basis to be expended to fulfill the terms of the MSHCP. Payment to the RCA shall be made no later than 90 days after the LDMFs were collected. Payment to the RCA shall be made no later than 90 days after the construction contract for the Public Project is approved by the Member Agency.
- b. Documentation and Records Requirements. The Member Agencies shall maintain complete and accurate records with respect to all LDMF revenues collected under their LDMF Ordinances and the calculation of contributions for all Public Projects. All such records shall be clearly identifiable.
- c. Annual audits. The Member Agencies shall allow a representative of the RCA during normal business hours to examine, audit, and make transcripts or copies of such records.

4. **Imposition of CPI increases and other Fee Adjustments**

- a. Automatic Annual Fee Adjustment. The RCA will provide the Member Agencies with an automatic annual fee adjustment for the fee established by Resolution based on the average percentage change over the previous calendar year set forth in the Consumer Price Index for the Riverside-San Bernardino-Ontario metropolitan area or a replacement CPI index issued by the federal government. The Member Agencies shall adopt a resolution implementing the fee adjustment no later than 60 days after receiving notice from the RCA.
- b. Periodic Fee Adjustment. The fee schedule may be periodically reviewed, and the amounts adjusted by the RCA Board of Directors. By amendment to the fee Resolution referenced in the Fee Ordinance, the fees may be increased or decreased to reflect the changes in actual and estimated costs of the MSHCP including, but not limited to, management and monitoring, endowment, and acquisition costs. The adjustment of the fees may also reflect changes in the facilities required to be acquired, in estimated revenues received pursuant to the Fee Ordinances, as well as the availability or lack thereof of other funds with which to

implement the MSHCP. The Member Agencies shall adopt a resolution implementing the fee adjustment no later than 60 days after receiving notice from the RCA.

C. Fee Credits and Fee Credit Agreements

1. Fee Credits

When a Member Agency determines that a request for a fee credit (“Fee Credit”) is appropriate for on-site conservation which meets the standards in Section II below, the Member Agency shall notify the RCA’s Executive Director (“Executive Director”) in writing as part of the Joint Project Review (“JPR”) Application. This notification shall include all relevant documentation related to the project, including project description, map, criteria cells, and designation of land proposed for conservation.

Fee Credits shall be applied only to the Project they are associated with in the JPR. Fee Credits shall only be provided to the underlying property owner or development company at the time the LDMF applies and are not transferrable to other entities, individuals, or development projects. Fee Credits shall not be applied retroactively. Fee Credits shall not be granted for on-site conservation that would not be considered developable land in the absence of the MSHCP. Some examples of such undevelopable land include that which could not be developed under the California Environmental Quality Act, land with topography consisting of 50% or greater slopes, land that is in a flood way, or land that could not be developed due to other local ordinance restrictions. In cases where both developable and undevelopable land are included in on-site conservation, only that land that is developable in the absence of the MSHCP shall be considered for Fee Credit.

2. STANDARDS. Fee credits shall meet the following standards:

- a. Proposed conservation land must be within Criteria Cells and contribute to Reserve Assembly;
- b. Conservation land must be of a size, configuration, and location such that it can be managed as part of the MSHCP Conservation Area;
- c. In addition to the exclusions identified in Section I above, fuel modification/hazardous vegetation areas, manufactured slopes, storm drain or detention basin outfalls, constructed slope protection, utility easement areas, and Best Management Practices such as bioswales, infiltration trenches, and basins will be excluded from Fee Credits and will not be accepted for management by the RCA.

3. APPRAISAL

- a. The RCA or Member Agency will obtain an appraisal for the property being offered in exchange for the Fee Credit. The cost of the appraisal will be borne by the entity that commissions the appraisal.
- b. The appraisal shall be prepared by a licensed appraiser and meet the standards in Section 6.1.1 of the MSHCP. The property owner may select the appraiser from an approved list of appraisers used by the RCA.

4. DECISION.

- a. Member Agency – Approval Authority up to \$200,000 A Member Agency may approve Fee Credits up to \$200,000. The RCA will assist Member Agency in making a determination on the Fee Credits if requested. Notwithstanding the above, the RCA is authorized to review and audit a Member Agency's approval of Fee Credits hereunder. In the event of a disagreement between RCA and a Member Agency regarding Fee Credits provided under this Section IV.A, the matter shall be referred to the RCA Board of Directors for consideration and further action.
- b. Board of Directors – Approval Authority Over \$200,000 All Fee Credits over \$200,000 require approval of the RCA Board of Directors. The Executive Director shall place the Fee Credit request on the agenda for the next regularly scheduled meeting of the RCA Board of Directors for which an agenda has not been posted.

5. REPORTING. The Member Agency will provide the RCA with a copy of all Fee Credit agreements within 30 days of execution. The Executive Director shall provide monthly reports to the RCA Board of Directors of all notifications concerning Fee Credits.

6. CONVEYANCE OF CONSERVATION LAND. Conservation land associated with approved Fee Credits shall be conveyed in fee title to the RCA or another entity or organization lawfully authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3. The conservation land shall be free of encumbrances that could adversely impact the ability to manage the conservation land in accordance with the MSHCP. Conveyance of the conserved land must occur prior to the point in time when MSHCP Fee payment is due for the Project, and the Member Agency shall not issue occupancy permits for the Project until such time as the conservation

land has been conveyed and any Fee balance has been paid to the RCA. If a non-member agency holds title to the land, the entity must enter into a Management MOU with the RCA agreeing to manage the land in accordance with the MSHCP prior to issuance of a grading permit for the Project.

D. Fee Exemptions.

The following types of construction shall be exempt from the provisions of this Ordinance:

1. 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.
2. Rehabilitation or remodeling to an existing Development Project, provided that the rehabilitation or remodeling does not result in additional usable square footage.
3. Accessory Dwelling Units, but only to the extent such fee is exempted under state law.
4. Junior Accessory Dwelling Units, but only to the extent such fee is exempted under state law.
5. 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.
6. Certain Agricultural Operations as allowed by the MSHCP, as amended.
7. 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 a Member Agency's original LMDF Ordinance, 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 the Member Agency's original LDMF Ordinance, the 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.

E. Project Area.

As defined in the Fee Ordinance, the “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. The Project Area shall be calculated in accordance with the following guidelines:

1. The Project Area shall be determined by the Member Agency staff based on the subdivision map, plot plan, and other information submitted to or required by the Member Agency.
2. An applicant may elect, at his or her own expense, to have a Project Area dimensioned, calculated, and certified by a registered civil engineer or licensed land surveyor. The engineer or land surveyor shall prepare a wet-stamped letter of certification of the Project Area dimensions and a plot plan exhibit thereto that clearly delineates the Project Area. Upon receipt of the letter of certification and plot plan exhibit, the Member Agency shall calculate the LDMF required to be paid based on the certified Project Area.
3. Where construction or other improvements on Project Area are prohibited due to legal restrictions on the Project Area, such as Federal Emergency Management Agency designated floodways or areas legally required to remain in their natural state, that portion of the Project Area so restricted shall be excluded for the purpose of calculating the LDMF.

F. Developer Refunds and Appeals

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 three (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 the 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 the RCA for verification, review, and possible action.

1. **Expiration of Building Permits** If a building permit should expire, be 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 if the request is made within three (3) years of the original payment.
3. **Balance Due** When LDMF is incorrectly calculated due to a Member Agency's clerical error, it is the Member Agency's responsibility to remit the balance due to the RCA. The error must be discovered within three (3) years of the original payment for the Member Agency 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.

G. Options for Administrative Add-On Costs to Fees

In the Fee Resolution mentioned in the Fee Ordinance, the Member Agencies are permitted to add an additional cost to the LDMF schedule to cover the Member Agency's costs of imposing, administering, collecting, and remitting the fees.

H. Public Project Fees

1. **City/County Roadways** The Member Agencies shall contribute 5% of the facility construction costs for city/County roads for impacts related to City/County roadways to the RCA as set forth herein.
 - a. The 5% contribution shall apply to the construction of new roads, the widening of existing roads, or other improvements which increase roadway throughput.
 - b. Maintenance projects, as defined herein, are exempt from the 5% contribution.
 - c. The 5% does not apply to:
 - i. Projects, or portions thereof, paid for by the existing Measure A (contribution already paid directly by RCTC); and
 - ii. Projects, or portions thereof, paid for by TUMF (contribution already paid directly by WRCOG).
 - d. The Member Agency will include the payment of MSHCP fees within its grant applications to the Federal Highway Administration.
 - e. Only contributions for the Caltrans-funded portion of a Caltrans highway project shall be exempted from the Public

Project fee. Caltrans contributions are covered pursuant to MSHCP section 8.4.4 (pages 8-11 & 8-12).

2. **City/County Civic Projects** The Member Agency will contribute a per acre mitigation fee based upon the current commercial/industrial fee for these types of facilities.
3. **Riverside County Flood Control District Projects.** Riverside County Flood Control District will contribute mitigation through payment of 3% of total capital costs for a Covered Activity. Such payment may be offset through acquisition of replacement habitat or creation of new habitat for the benefit of Covered Species, as appropriate. Such mitigation shall be implemented prior to impacts to Covered Species and their habitats.

I. Monthly Payment.

Pursuant to Section 8.5 of the MSHCP, Sections 12.2.1 and 12.2.2 of the IA, and Sections 19.A and 19.B of the Joint Powers Agreement (JPA), the Member Agencies shall remit all LDMFs which are collected or should have been collected for any Development, as defined in the MSHCP, and contributions for Public Projects to the RCA on a monthly basis to be expended to fulfill the terms of the MSHCP.

1. Payment to the RCA shall be made no later than 90 days after the LDMFs were collected.
2. Payment to the RCA shall be made no later than 90 days after the construction contract for the Public Project is approved by the County or the City/County.

J. No Withholding.

The Member Agencies may not recover the costs of administering the provisions of their LDMF Ordinance using the LDMF revenues generated by them through said Ordinance.

K. Audit.

Pursuant to the JPA, the Member Agencies shall maintain complete and accurate records with respect to all LDMFs collected under their LDMF Ordinance and the calculation of contributions for all Public Projects. All such records shall be clearly identifiable. The Member Agencies shall allow a representative of the RCA during normal business hours to examine, audit, and make transcripts or copies of such records.

L. Late Payments.

Starting January 1, 2008, if a Member Agency fails to remit the monthly payment within 90 days as required in Section 2.0 above, any delinquent amounts will be assessed interest at the rate of the RCA's prevailing rate for invested funds. Notwithstanding the

prior sentence, no interest shall be assessed on delinquent fees remitted prior to January 1, 2008.

M. No Effect on Withdrawal.

The obligations imposed under this Article on the Member Agencies shall not affect any more strict obligation imposed on each of them under Section 22.1 of the I A pertaining to withdrawal from the MSHCP.

N. Periodic Fee Adjustment.

The fee schedule may be periodically reviewed, and the amounts adjusted by the RCA Board of Directors; the LDMF may be increased or decreased to reflect the changes in actual and estimated costs of the MSHCP including, but not limited to, debt service, lease payments, and acquisition costs. The adjustment of the fees may also reflect changes in the facilities required to be acquired, in estimated revenues received pursuant to this Ordinance, as well as the availability or lack thereof of other funds with which to implement the MSHCP.

O. Automatic Annual Fee Adjustment.

In addition to the Periodic Fee Adjustment mentioned above, the RCA will provide the Member Agencies with an automatic annual fee adjustment for the fee established by this Ordinance based on the average percentage change over the previous calendar year set forth in the Construction Price Index for the Riverside-San Bernardino-Ontario metropolitan area.

P. Authority.

The RCA shall have final determination regarding the appropriate methodology to calculate the fee based on the information provided.

III. Mitigation Payment Requirements



CHAPTER III. MITIGATION PAYMENT REQUIREMENTS

New private, public, and other development activity in western Riverside County must comply with the MSHCP, IA, Ordinances, and Resolutions to obtain permits and make the appropriate mitigation payment. This Chapter describes the mitigation payment mechanisms and formulae that apply to different types of projects. It first defines three broad project categories and then provides more detail on the different mitigation payment calculations that apply to different types of projects under these broad categories. The subsequent **Chapter IV** provides illustrative fee calculations for Private and Public Project examples to clarify the appropriate calculation of mitigation payments.⁴ RCA staff is available to answer questions if there are questions about mitigation payment requirements for a specific project.

A. General Project Categories

All projects fall into one of three (3) general categories as described below. Local Permittees should first determine which general category any project falls under.

1. Private Projects

Private Projects include projects where the primary project purpose is for use by households, businesses, or other private entities (i.e. not accessible to the public except where allowed by private owner/ renter). These projects include homes, apartments, offices, industrial buildings, and retail stores, among others. This category also includes Private Projects that receive public support (e.g., support through direct public investments in infrastructure, ground leases of publicly owned land, or direct investment of public dollars in projects such as affordable housing).

Private Projects often require the development of public infrastructure, improvements, and amenities (e.g., streets, parks, and community buildings) by the project developer. In these cases, the Private Project developer will be responsible for making payments for the private and public components of the project. As discussed in more detail in subsequent sections, the mitigation fee payment calculation for privately developed public infrastructure, improvements, and amenities depends on the type of project (residential versus non-residential) and the nature and role of the improvements (whether they solely serve project residents or serve a broader community).

2. Public Projects

Public Projects include projects whose primary goal is to provide publicly accessible/ useable infrastructure, improvements, or other amenities. Public Projects include a broad range of project types, including transportation, flood control, water, wastewater, stormwater, parks, community centers and other public buildings, among others.

⁴All projects are required to make mitigation payments, except where specifically exempted in the Fee Ordinance.

Some Public Projects will involve the private sector. Private sector involvement could be through design, construction, operation, and/or funding. For mitigation purposes, these projects are considered Public Projects and are treated the same from a mitigation perspective.⁵

3. Participating Special Entities (PSE) Projects

Some types of projects can obtain the MSHCP benefits of permit streamlining by participating as Participating Special Entities (“PSE’s”). This is a third category of project and its mitigation payment requirements are described separately, though in many ways PSE projects are treated similarly to Public Projects.

B. Private Projects

This section categorizes the different types of Private Projects and the associated mitigation payment requirements. Private project mitigation payments are determined by the MSHCP LDMF for the current fiscal year and project characteristics. Chapter IV provides illustrative examples of different types of Private Projects to further clarify and support the calculation of the appropriate mitigation payment.

1. Private Project Types

Private Projects are further distinguished into three (3) types (along with some sub-types). In all cases, mitigation occurs through mitigation fee payment, though as described further below the mitigation fee type and calculation varies for these different types.

a. Non-Residential

The non-residential category of Private Projects encompasses the full and broad range of Private Projects that do not incorporate residential development. Uses include all commercial, industrial, and any other private non-residential projects.

b. Residential

The residential category of Private Projects covers the full range of residential development projects, including, but not limited to, residential subdivisions, apartment complexes, infill residential projects, affordable housing projects, single homesite developments, and Accessory Dwelling Units (“ADUs”). Mixed-use Private Projects (projects that combine residential and commercial/ industrial uses) are addressed distinctly, as described below.

⁵As described above under Private Projects and explained in more detail below, when public infrastructure/ improvements/ amenities are part of a Private Project, the mitigation for the public part of the Private Project is incorporated into the Private Project mitigation requirement.

Because of the variation in the type and extent of public infrastructure, improvements, and amenities developed as part of private residential projects, distinctions between different types of residential projects are required. Distinctions are also required as State law limits and specifies the application of mitigation fees to ADUs.

- **Type I. Residential Development with Resident-Serving Public Improvements Only.** Residential projects whose public infrastructure, improvements, and amenities only serve project residents (e.g., in-tract roads, resident clubhouses, pocket parks, and parking for project resident/ guest use) and do not provide broader community access or benefits.
- **Type II. Residential Development with Community-Serving Public Improvements.** Residential projects that include the development of public infrastructure, improvements, and amenities that serve more than project residents alone; e.g., backbone infrastructure such as roads that serve beyond the project residents or parks and amenities that serve more than just the new residential units.
- **Type III. Accessory Dwelling Units.** State law restricts the imposition of mitigation fees on ADUs of less than 750 square feet and provides a formula for ADUs above this size.

c. Mixed-Use Projects

The mixed-use category of Private Projects encompasses projects that include private residential and private non-residential uses. The mixed-use project category is divided into two types because of the two distinct mixed-use project forms – horizontally mixed-use and vertically mixed-use.

- **Type I. Horizontally Mixed-Use Projects.** Mixed-use projects where a distinct portion of the project land area is developed as residential and a distinct portion as non-residential. For example, a project that includes a residential subdivision and neighborhood shopping center.
- **Type II. Vertically Mixed-Use Projects.** Mixed-use projects where one or more land use is developed vertically above another. For example, a project where apartment units are developed above ground floor retail.

2. Private Project Mitigation Fee Schedule

The updated 2020 Nexus Study developed a consistent per gross acre mitigation fee. For residential projects, this per gross acre fee was then translated into per residential unit fees for three different residential development density categories (to allow for a continuation of the existing fee structure). The mitigation fee schedule is shown in Table 3-1 and includes the mitigation fees provided under the updated 2020 Nexus Study (actual fee levels will vary with fee phase-in and annual adjustments).

Table 3-1: Updated Fee Levels (effective January 1, 2022)

Development Type	Fee
Residential Development	
Low Density (fewer less than or equal to 8.0 units per Gross Residential Project Acre)	\$3,635 per Unit
Medium Density (between 8.0 and 14.0 units per Gross Residential Project Acre)	\$1,515 per Unit
High Density (more than 14.0 units per Gross Residential Project Acre)	\$670 per Unit
Non-Residential Development	
Commercial/ Industrial/ Non-Residential Mitigation Fee ¹	\$16,358 per Gross Project Acre

[1] The per gross acre also applies to the public components to private projects and to certain types of public and PSE Projects.

Private Project Mitigation Fee Calculations by Project Type

The table below shows the mitigation payment approach for residential projects.

Table 3-2: Mitigation Payment Approach for Residential Projects

MITIGATION PAYMENT FORMULA FOR DIFFERENT TYPES OF RESIDENTIAL PROJECTS *

Residential Developments - Type I

Residential Development with Resident-Serving Public Improvements Only

Fee Calculation:

Fee Payment = Number of Residential Units x Per Unit Mitigation Fee for Appropriate Density Category

Notes:

- 1. Density Category = Total Number of Residential Units / Gross Residential Project Acres
2. Type I Residential Development cannot include any public improvements that serve beyond the project residents (i.e. only resident-serving public improvements; not "community-serving" public improvements)

Residential Developments - Type II

Residential Development with Community-Serving Public Improvements

Fee Calculation:

Fee Payment = Number of Residential Units x Per Unit Mitigation Fee for Appropriate Density Category plus Gross Acres of community-serving Public Improvements x Per Gross Acre Fee

Notes:

- 1. Density Category = Total Number of Residential Units / Gross Residential Project Acres
2. Type II Residential Development includes "Community-serving" Public Improvements that serve beyond the project residents and are not covered by the per residential unit mitigation fee
3. Gross Project Acres = Gross Residential Project Acres + Gross Community-Serving Public Improvement Acres

Residential Developments - Type III

Development of an Accessory Dwelling Unit (ADU)

Fee Calculation:

Fee Payment for ADUs of less than 750 square feet = \$0
Fee Payment for ADUs of more than 750 square feet = Per Unit Mitigation Fee for Low Density Category x (ADU square feet / Primary Residence square feet)

Notes:

- 1. State Law does not allow charging of mitigation fees to ADUs of less than 750 square feet
2. State law provides the formula for calculating fee payments by larger ADUs

* The term "Public Improvements" is used as a collective term for all Public Infrastructure, Improvement, and Amenities.

The table below shows the approach for non-residential projects and mixed-use projects.

Table 3-3: Mitigation Payment Approach for Non-Residential and Mixed-Use Projects

MITIGATION PAYMENT FORMULA FOR NON-RESIDENTIAL AND MIXED USE PROJECTS *

Non Residential Projects

All Non-Residential Projects

Fee Calculation:

Fee Payment = Gross Project Acres x Per Gross Acre Fee

Notes:

1. Gross Project Acres include all project acres including non-residential development areas and all associated project acreage (i.e. including all parking, landscaping, public improvements etc.)
-

Mixed-Use Project - Type I

Horizontally mixed-use project with residential and non-residential private development

Fee Calculation:

Fee Payment = Number of Residential Units x Per Unit Mitigation Fee for Appropriate Density Category
plus Gross Acres of Community-serving Public Improvements x Per Gross Acre Fee
plus Gross Acres of Non-Residential Development x Per Gross Acre Fee

Notes:

1. Density Category = Total Number of Residential Units / Gross Residential Project Acres
2. All gross project acres outside of the Gross Residential Project Acres contribute through the per gross acre fee

Mixed-Use Project - Type II

Vertically mixed-use project with residential and non-residential private development

Fee Payment is the higher of two (2) calculations:

Calculation 1: Fee Payment = Gross Project Acres x Per Gross Acre Fee

Calculation 2:

Fee Payment = Number of Residential Units x Per Unit Mitigation Fee for Appropriate Density Category
plus Gross Acres of Community-serving Public Improvements x Per Gross Acre Fee

Notes:

1. Density Category = Total Number of Residential Units / Gross Project Residential Acres
 (Gross Residential Acres = Gross Project Acres minus Community-serving Public Improvements Acres)
-

* The term "Public Improvements" is used as a collective term for all Public Infrastructure, Improvement, and Amenities.

Key definitions associated with the above mitigation formula table include:

- **Gross Project Area/ Acres.** This is the total or gross areas of the project. This overall acreage can only be reduced under unique circumstances.⁶
- **Gross Residential Area/ Acres.** This is the total area of the project dedicated to residential land uses and includes residential buildings as well as “Project Resident-Serving” Infrastructure/ Improvements/ Amenities.
- **Project Resident-Serving Infrastructure/ Improvements/ Amenities.** Infrastructure/ improvements, and amenities that only serve project residents and include, but are not limited to, roads, parks, and non-residential buildings that only serve project residents.
- **Gross “Community-Serving” Area/ Acres.** This is the area of residential projects that provide infrastructure, improvements, and amenities that go beyond only serving project residents and hence are “community-serving”. This includes, but is not limited to, roads that serve multiple projects, parks that serve more than one residential project, parking that serves other uses/ developments etc. The acreage associated with these improvements/ amenities are part of the gross project acreage but distinct from project resident-serving improvements/ amenities and the gross residential area.

For further clarification, mitigation fee payment calculations for illustrative Private Projects are provided in **Chapter IV**.

C. Public Projects

This section categorizes the different types of Public Projects and the associated mitigation payment requirements. The MSHCP, Implementing Agreement, and other documents established the mitigation system for Public Projects that includes a mix of approaches typically tied to a percent of capital cost or the adopted per gross acre mitigation fee for non-residential uses. The mitigation payments for road projects are more complex as certain funding sources (Measure A and TUMF) provide direct mitigation payments for the portions of transportation projects they fund. **Chapter IV** provides illustrative examples of selected Public Projects to further clarify and support the calculation of the appropriate mitigation payment.

1. Public Project Types

Public Projects include the full range of projects that provide public infrastructure, improvements, or amenities. This includes, but is not limited to, public roads, parks, libraries, administrative facilities, jails, courts, and flood control projects among others. As

⁶Specifically, the MSHCP exempts flood control areas that cannot be developed from mitigation fee calculations.

described in the following section, certain public/ quasi-public improvements are covered as Participating Special Entity projects (the third major project category type). These include public (and private) utility districts/ companies, School Districts, Special Districts, and other quasi-public entities.

Per the MSHCP, Implementing Agreement, and other documents, the mitigation payment requirement/ obligation varies between the following Public Project types.

- **City/ County Road Projects.** Includes all City and County road projects.
- **City/County Civic Projects.** Includes all non-road City and County projects, including City/ County administrative facilities, jails, courts, juvenile facilities, parks, libraries, and all other facilities that serve the public.
- **Riverside County Flood Control District Projects.** Includes all Riverside County Flood Control District projects.

As noted in the MSHCP and the Implementing Agreement, mitigation contributions for Caltrans Projects are intended to be covered through a combination of Measure A funds, 3,000 acres of land dedication, and support for the endowment and ongoing positions. Mitigation for federal projects (e.g., development of a federal building) occurs through the Section 7 consultation process of the Federal Endangered Species Act; in some cases, these projects might be required to provide mitigation similar to those of other Public Projects under the MSHCP.

2. Mitigation Requirements and Transportation Funding Sources

For transportation projects, the mitigation payment calculations are more complicated due to the distinct mitigation payments/ contributions directly incorporated into certain types of transportation funding, as described below:

- **TUMF Funding.** The TUMF includes a small component tied to the mitigation of the portions of projects funded by TUMF revenues. This portion of the TUMF is passed directly from WRCOG to the RCA. As a result, the proportion of transportation projects that are funded by TUMF revenues are netted out from transportation project mitigation payments (described in more detail below).
- **Measure A Funding.** A portion of the Measure A sales tax revenues was collected and provided to the RCA to support MSHCP implementation. This contribution represented the mitigation payment for the portions of projects funded with Measure A dollars. As a result, the proportion of transportation projects that are funded by Measure A funds are netted out from transportation project mitigation payments (described in more detail below).
- **Federal Funding.** Unlike TUMF and Measure A funding, direct mitigation funding has not been provided for the portions of transportation projects that are federally funded. As a result, federal funding is not excluded from the mitigation payment

calculation. It is recommended that Local Permittees incorporate the mitigation payment associated with federally funded portions of their transportation projects into any grant applications for federal transportation funding.

3. Public Project Mitigation Payment Approaches

There are two primary approaches that underlie the calculation of Public Project mitigation payments, including:

- **Per Gross Acre Fee Payments.** For some Public Projects, the required mitigation payment is based on the application of the per gross acre fee to the gross project acres. The per gross acre fee is the same fee that applies to Private Projects. The fee will vary each year/ periodically and is calculated at \$16,358 per Gross Project Acre in the updated 2020 Nexus Study.
- **Percent of Construction Costs.** For some Public Projects, the mitigation payment requirement is three (3) percent or five (5) percent of total construction costs (described in more detail below).

4. Public Project Mitigation Fee Calculations by Project Type

The table below shows fee calculations for different Public Projects types.

Table 3-4: Mitigation Payment Approach for Public Projects

MITIGATION PAYMENT FORMULA FOR DIFFERENT TYPES OF PUBLIC PROJECTS

City/ County Road Projects

All City and County Road Projects

Fee Calculation:

Fee Payment = 5% x Total Construction Costs

Notes:

1. Applies to all new road projects, all road widening projects, and other road investments that are not maintenance efforts.
2. The proportion of total project costs covered by TUMF funding and Measure A funding is discounted from the total construction costs (where applicable) prior to fee payment calculation.
3. Total construction costs are a portion of total project costs. Total construction costs include all direct/ hard costs, including contingencies and change orders. ROW acquisition costs and soft costs are not included in total construction costs.

City/ County Civic Projects

All City and County (non-road) public projects, including City/ County administrative facilities, jails, courts, juvenile facilities, parks, libraries, or other facilities that serve the public.

Fee Calculation:

Fee Payment = Gross Project Acres x Per Gross Acre Fee

Notes:

1. No exceptions unless specifically noted in the Ordinance.
2. School District, Special District, and certain other public projects are covered as PSE's.

Riverside County Flood Control District Projects

All Riverside County Flood Control District projects

Fee Calculation

Fee Payment = 3% x Total Construction Costs

Notes

1. Total construction costs are a portion of total project costs. Total construction costs include all direct/ hard costs, including contingencies and change orders. ROW acquisition costs and soft costs are not included in total construction costs.
-

D. Participating Special Entity Projects

Participating Special Entities (“PSE’s”) are entities that are not formally covered under the MSHCP but are allowed to obtain the same MSHCP streamlined permitting by making the appropriate mitigation payments. This section categorizes the different types of PSE projects and the associated mitigation payment requirements. The mitigation payment system for PSE projects is similar to the one for public projects and includes a mix of approaches typically tied to percent of construction costs or the adopted per gross acre mitigation fee for non-residential uses.

1. PSE Project Types

Participating Special Entities includes entities/ agencies such as public and private utility districts/ companies, School Districts, Special Districts, and Quasi-Public entities, among others. Public water districts, private water companies, telecommunication companies, Investor Owned Utilities (IOU’s), Schools, Colleges, and Universities would all fall in this project category.

The mitigation payment requirement/ obligation varies between the following Public Project types.

- Non-Linear Projects. Includes all projects that are non-linear in form.
- Linear Projects. Includes all linear projects with differentiation in payment amount between permanent and temporary projects.

2. PSE Mitigation Payment Approaches

There are two primary approaches that underlie the calculation of Public Project mitigation payments, including:

- Per Gross Acre Fee Payments. For non-linear Public Projects, the required mitigation payment is based on the application of the per gross acre fee to the gross project acres. The per gross acre fee is the same fee that applies to Private Projects. The fee will vary each year/ periodically and is calculated at \$16,358 per Gross Project Acre in the updated 2020 Nexus Study.
- Percent of Construction Costs. For linear projects, the mitigation payment requirement is 5 percent of total construction costs for permanent impacts and three (3) percent of total construction costs for temporary impacts.

3. PSE Project Mitigation Fee Calculations by Project Type

The table below shows fee calculations for different PSE project types.

Table 3-5: Mitigation Payment Approach for PSE Projects

MITIGATION PAYMENT FORMULA FOR DIFFERENT TYPES OF PSE PROJECTS

Non-Linear Projects

All PSE projects that are not linear in form

Fee Calculation:

Fee Payment = Gross Project Acres x Per Gross Acre Fee

Linear Projects - Permanent Impacts

All PSE projects that are linear in form and permanent

Fee Calculation

Fee Payment = 5% x Total Construction Costs

Linear Projects - Temporary Impacts

All PSE projects that are linear in form and temporary

Fee Calculation

Fee Payment = 3% x Total Construction Costs

Notes

1. Total construction costs are a portion of total project costs. Total construction costs include all direct/ hard costs, including contingencies and change orders. ROW acquisition costs and soft costs are not included in total construction costs.

IV. Mitigation Payment Examples



CHAPTER IV. MITIGATION PAYMENT EXAMPLES

This chapter provides illustrative fee calculations for examples of Private and Public Projects. Building off the comprehensive description of mitigation requirements and formulae by project type in **Chapter III**, this chapter provides fee calculations for an illustrative set of projects. Illustrative examples were developed for a range of circumstances and are designed to help Local Permittees identify the appropriate approach for estimating mitigation payments. The examples included in this chapter are for illustration purposes only. In the event of a conflict between these examples and the Fee Ordinance of the applicable City/County, the Fee Ordinance shall control the administration of the Local Development Mitigation Fee. Please contact RCA staff if you are unclear on how to conduct the mitigation payment calculation for a particular project.

A. Private Projects: Residential/Mixed Use Examples

This section contains six (6) examples of private development projects, including four (4) residential projects and two (2) mixed-use projects. More specifically, they include:

- Example 1: All Residential – Low Density
- Example 2: All Residential – Low Density – including Backbone Road Construction
- Example 3: All Residential – High Density - including Backbone Road Construction
- Example 4: All Residential – Combination of Densities
- Example 5: Horizontal Mixed Use – Residential/ Commercial – including Backbone Road Construction
- Example 6: Vertical Mixed Use – Residential/ Commercial

These examples are not intended to be all inclusive but rather give permittees guidance on calculating the mitigation fee payment given different project types and characteristics. Included in each example is a narrative of the example project, a figure representation of the project layout, the development program description, and the mitigation fee calculation. No stand-alone commercial project examples are included as the application of the per gross acre mitigation fee to the gross project acres is universal for all non-residential Private Projects.

Example 1 - All Residential – Low Density

Residential project to be developed on a total of ten acres (area inside red boundary). The project will include residential units, a community building/ area for the residents of the development (project residents only), and streets within the development (in-tract streets). All roads leading to the development have already been built and do not require investments by the developer. A total of 50 residential units are planned within the ten gross acres, resulting in an average residential density of five units per acre. This represents a low-density residential project for the purpose of the fee program. Please

see the visual representation of the project layout (Figure 1-1), the development program data (Table 1-1), and mitigation payment calculation (Table 1-2) below.

Figure 1-1: Illustrative Project Layout

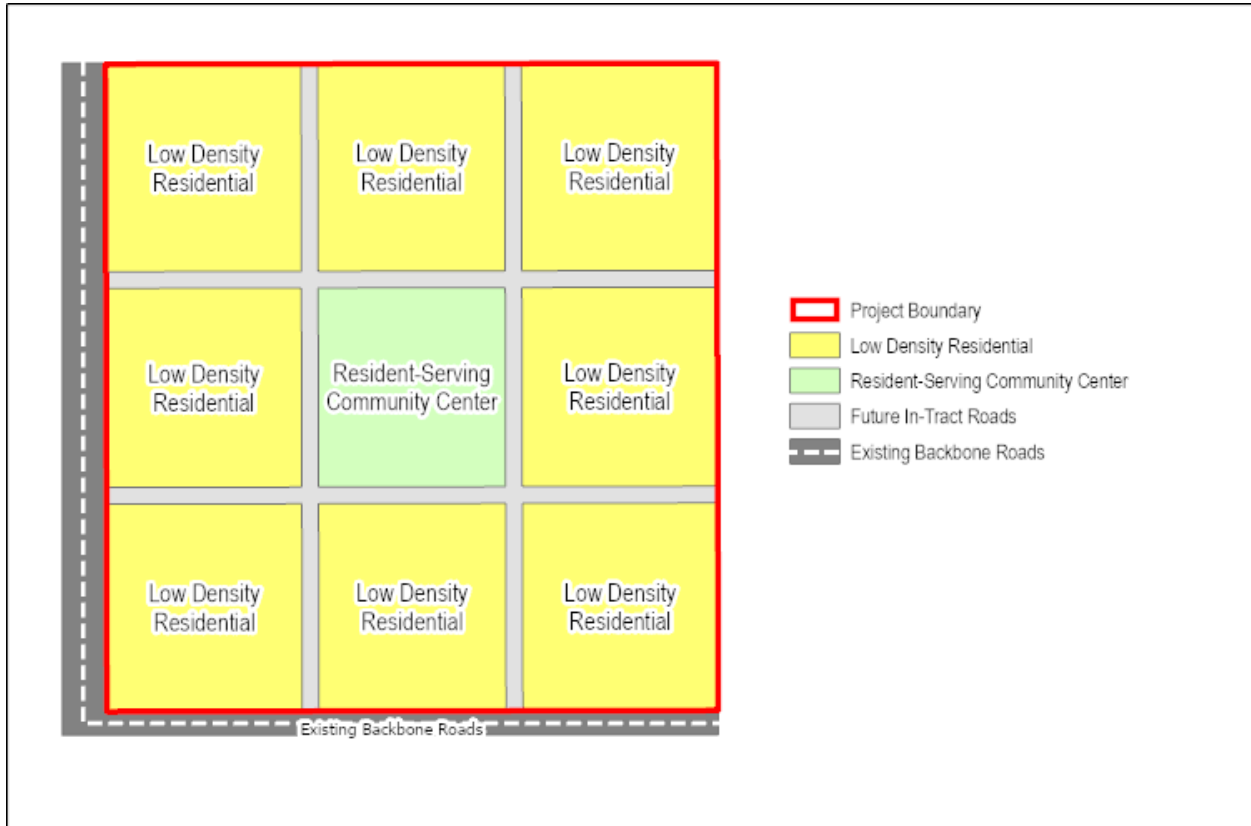


Table 1-1: Illustrative Development Program

Item	Amount
Gross Project Area	10 acres
<u>Residential Development Area</u>	
Residential Development Area	8.25
In-Tract/ Project Resident Serving (Residential)	<u>1.75</u>
Total/ Gross Residential Acres	10.00
<u>All Other Development</u>	
Non-Residential Development Area	0
Backbone/ Area-Serving	<u>0</u>
Total Non-Residential Development	0
Residential Development	
Low Density (1)	50
Medium Density (1)	0
High Density (1)	<u>0</u>
Total Units	50 units
Residential Project Density	
Residential Project Density	5 units/ acre
Residential Fee Density Category (1)	LOW

(1) Residential density categories as follows:

- Low Density - less than or equal to 8 residential units/ gross residential acre.
- Medium Density - greater than 8 and less than 16 residential units/ gross residential acre.
- High Density - greater than 16 residential units/ gross residential acre.

Table 1-2: Mitigation Fee Payment Calculation

Item	Units/ Acres	Per Unit/ Per Acre Mitigation Fee (1)	Mitigation Fee Payment
Residential Development (2)	50 units	\$3,635 (low density)	\$181,750
Non-Residential Development (3)	0 acres	\$16,358	\$0
Backbone/ Community-Serving (4)	0 acres	\$16,358	\$0
Total Mitigation Fee Payment (5)			\$181,750

(1) Fee schedule will be updated periodically. Fee schedule used for Example Calculations as follows:

Residential Development

Low Density (on average)	\$3,635	per unit
Medium Density (on average)	\$1,515	per unit
High Density (on average)	\$670	per unit
<u>All Other Development</u>	\$16,358	per gross acre

(2) Residential mitigation fee payment covers residential units and associated in-tract infrastructure/ improvements and project resident-serving amenities. All infrastructure, improvements, and amenities that serve beyond the project residents is covered in separate component of the fee calculation.

(3) Includes land area associated with non-residential development, such as commercial/ industrial buildings, parking, and landscaping, among other components.

(4) All infrastructure/ improvements/ amenities that serve beyond the project/ project residents and that are not included in the non-residential development fee payment calculation included here.

(5) Mitigation fee payment calculation does not include any additional member jurisdiction administrative charges.

Example 2 – All Residential – Low Density – Including Backbone Road Construction

Residential project to be developed on a total of 12.5 acres (inside red boundary). The project will include residential units, a community building/ area for the residents of the development (project residents only), streets within the development (in-tract streets), and new streets leading to the project (backbone/ community-serving streets). The member agency has required the builder to construct backbone roads as a condition of the permit. The backbone roads will be built on an additional 2.5 acres of land distinct from the 10 acres that will incorporate the residential development and project resident-serving improvements/ amenities. A total of 50 residential units are planned within the 10 gross acres (gross residential acres) that exclude the backbone/community-serving infrastructure. This results in an average residential density of five units per acre and represents a low-density residential project for the purpose of the fee program. Please see the visual representation of the project layout (Figure 2-1), the development program data (Table 2-1), and the mitigation payment calculation (Table 2-2) below.

Figure 2-1: Illustrative Project Layout

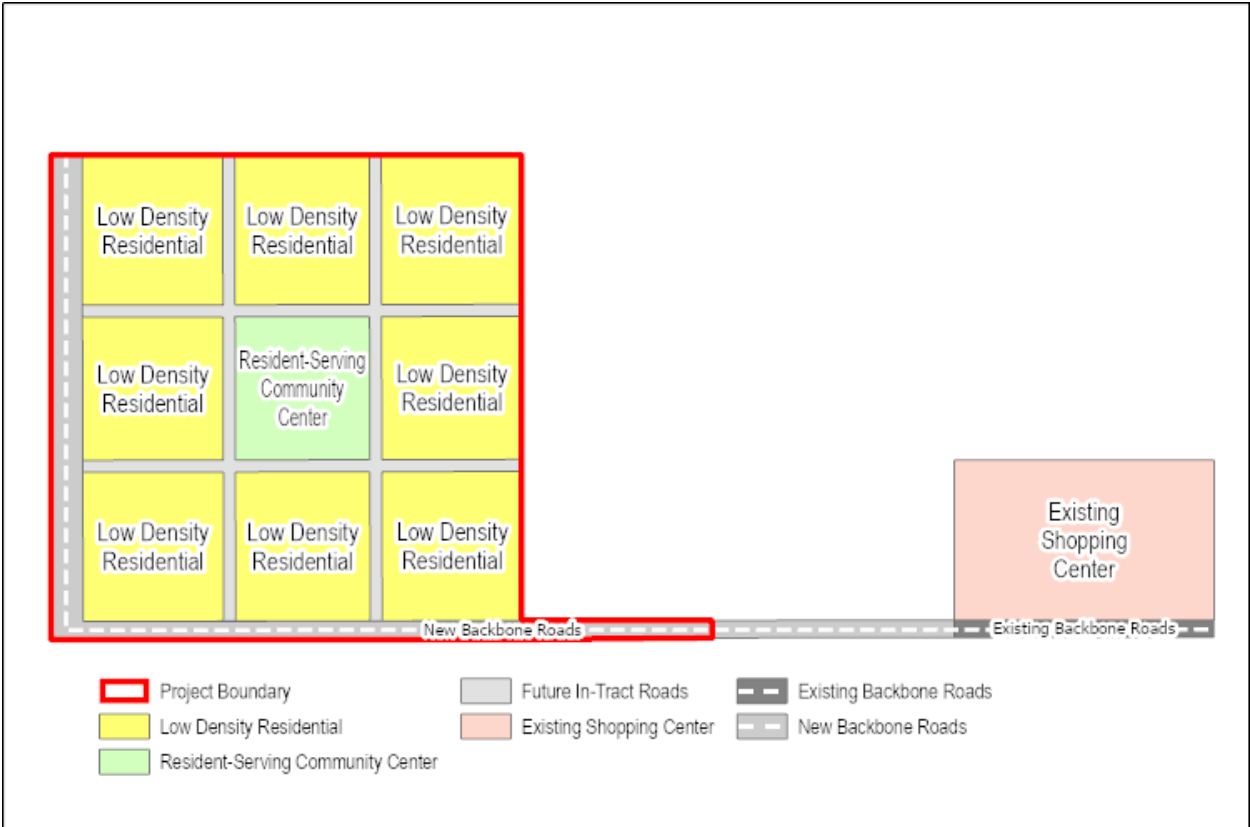


Table 2-1: Illustrative Development Program

Item	Amount
Gross Project Area	12.5 acres
<u>Residential Development Area</u>	
Residential Development Area	8.25
In-Tract/ Project Resident Serving (Residential)	<u>1.75</u>
Total/ Gross Residential Acres	10.00
<u>All Other Development</u>	
Non-Residential Development Area	0
Backbone/ Area-Serving	<u>2.5</u>
Total Non-Residential Development	2.5
Residential Development	
Low Density (1)	50
Medium Density (1)	0
High Density (1)	<u>0</u>
Total Units	50 units
Residential Project Density	
Residential Project Density	5 units/ acre
Residential Fee Density Category (1)	LOW

(1) Residential density categories as follows:

- Low Density - less than or equal to 8 residential units/ gross residential acre.
- Medium Density - greater than 8 and less than 16 residential units/ gross residential acre.
- High Density - greater than 16 residential units/ gross residential acre.

Table 2-2: Mitigation Payment Calculation

Item	Units/ Acres	Per Unit/ Per Acre Mitigation Fee (1)	Mitigation Fee Payment
Residential Development (2)	50 units	\$3,635 (low density)	\$181,750
Non-Residential Development (3)	0 acres	\$16,358	\$0
Backbone/ Community-Serving (4)	2.5 acres	\$16,358	\$40,895
Total Mitigation Fee Payment (5)			\$222,645

(1) Fee schedule will be updated periodically. Fee schedule used for Example Calculations as follows:

Residential Development

Low Density (on average)	\$3,635	per unit
Medium Density (on average)	\$1,515	per unit
High Density (on average)	\$670	per unit
<u>All Other Development</u>	\$16,358	per gross acre

(2) Residential mitigation fee payment covers residential units and associated in-tract infrastructure/ improvements and project resident-serving amenities. All infrastructure, improvements, and amenities that serve beyond the project residents is covered in separate component of the fee calculation.

(3) Includes land area associated with non-residential development, such as commercial/ industrial buildings, parking, and landscaping, among other components.

(4) All infrastructure/ improvements/ amenities that serve beyond the project/ project residents and that are not included in the non-residential development fee payment calculation included here.

(5) Mitigation fee payment calculation does not include any additional member jurisdiction administrative charges.

Example 3 – All Residential – High Density – Including Backbone Road Construction

Residential project to be developed on a total of 12.5 acres (inside red boundary). The project will include residential units, a community building/area for the residents of the development (project residents only), streets within the development (in-tract streets), and new streets leading to the project (backbone/ community-serving streets). The member agency has required the builder to construct backbone roads as a condition of the permit. The backbone roads will be built on an additional 2.5 acres of land distinct from the 10 acres that will incorporate the residential development and project resident-serving improvements/ amenities. A total of 200 residential units are planned within the 10 gross acres that exclude the backbone/ community-serving infrastructure. This results in an average residential density of 20 units per acre and represents a high-density residential project for the purpose of the fee program. Please see the visual representation of the project layout (Figure 3-1), the illustrative development program data (Table 3-1), and the mitigation payment calculation (Table 3-2) below.

Figure 3-1: Project Layout

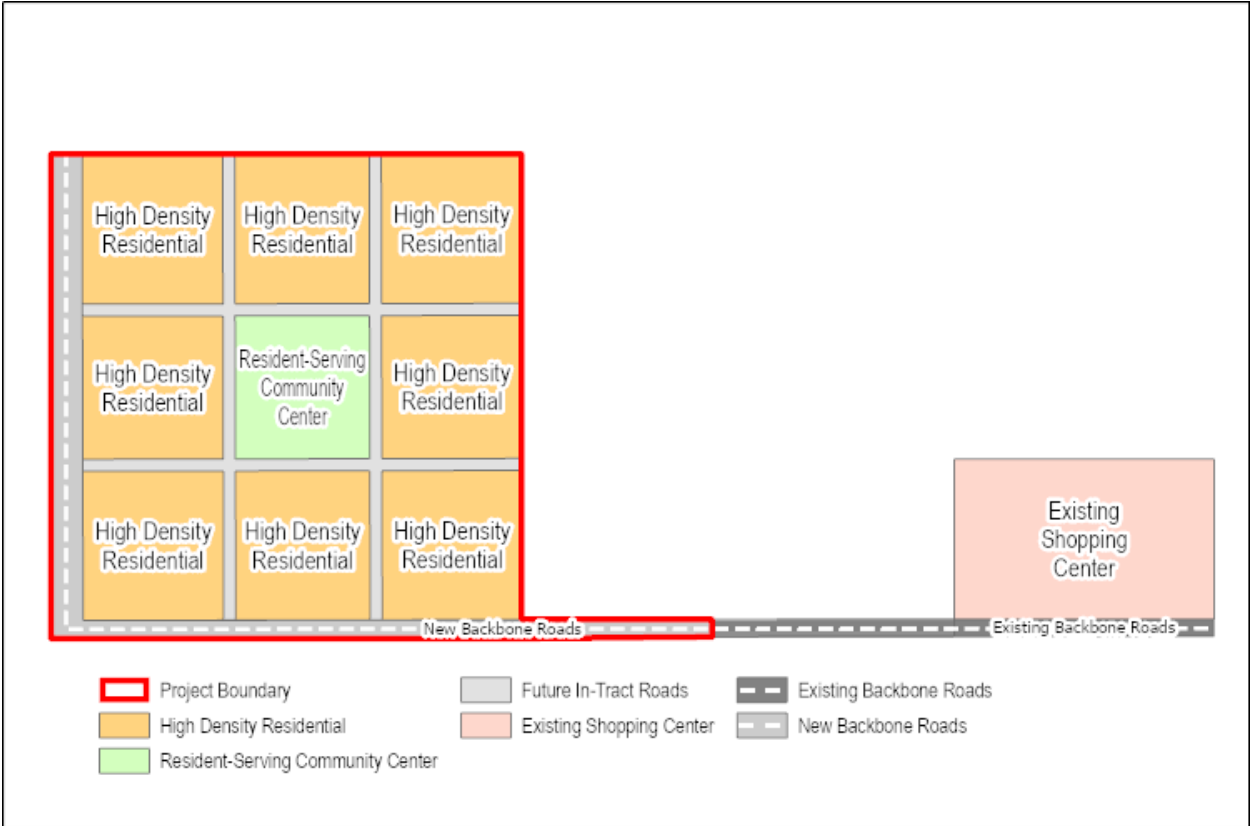


Table 3-1: Illustrative Development Program

Item	Amount
Gross Project Area	12.5 acres
<u>Residential Development Area</u>	
Residential Development Area	8.00
In-Tract/ Project Resident Serving (Residential)	<u>2.00</u>
Total/ Gross Residential Acres	10.00
<u>All Other Development</u>	
Non-Residential Development Area	0
Backbone/ Area-Serving	<u>2.5</u>
Total Non-Residential Development	2.5
Residential Development	
Low Density (1)	0
Medium Density (1)	0
High Density (1)	<u>200</u>
Total Units	200 units
Residential Project Density	
Residential Project Density	20 units/ acre
Residential Fee Density Category (1)	HIGH

(1) Residential density categories as follows:

- Low Density - less than or equal to 8 residential units/ gross residential acre.
- Medium Density - greater than 8 and less than 16 residential units/ gross residential acre.
- High Density - greater than 16 residential units/ gross residential acre.

Table 3-2: Mitigation Payment Calculation

Item	Units/ Acres	Per Unit/ Per Acre Mitigation Fee (1)	Mitigation Fee Payment
Residential Development (2)	200 units	\$670 (high density)	\$134,000
Non-Residential Development (3)	0 acres	\$16,358	\$0
Backbone/ Community-Serving (4)	2.5 acres	\$16,358	\$40,895
Total Mitigation Fee Payment (5)			\$174,895

(1) Fee schedule will be updated periodically. Fee schedule used for Example Calculations as follows:

Residential Development

Low Density (on average) \$3,635 per unit

Medium Density (on average) \$1,515 per unit

High Density (on average) \$670 per unit

All Other Development \$16,358 per gross acre

(2) Residential mitigation fee payment covers residential units and associated in-tract infrastructure/ improvements and project resident-serving amenities. All infrastructure, improvements, and amenities that serve beyond the project residents is covered in separate component of the fee calculation.

(3) Includes land area associated with non-residential development, such as commercial/ industrial buildings, parking, and landscaping, among other components.

(4) All infrastructure/ improvements/ amenities that serve beyond the project/ project residents and that are not included in the non-residential development fee payment calculation included here.

(5) Mitigation fee payment calculation does not include any additional member jurisdiction administrative charges.

Example 4 – All Residential – Combination of Densities

Residential project to be developed on a total of 7.25 acres (area inside red boundary). The project will include residential units, a community building/area for the residents of the development (project residents only), and streets within the development (in-tract streets). All roads leading to the development have already been built and do not require investments by the developer. A total of 50 residential units are planned within the 7.25 gross acres, including a mix of low- and high-density development. The 50 residential units planned on 7.5 gross acres result in an average residential density of 6.9 units per acre. This represents a low-density residential project for the purpose of the fee program. Please see the visual representation of the project layout (Figure 4-1), the illustrative development program data (Table 4-1), and the mitigation payment calculation (Table 4-2) below.

Figure 4-1: Illustrative Project Layout

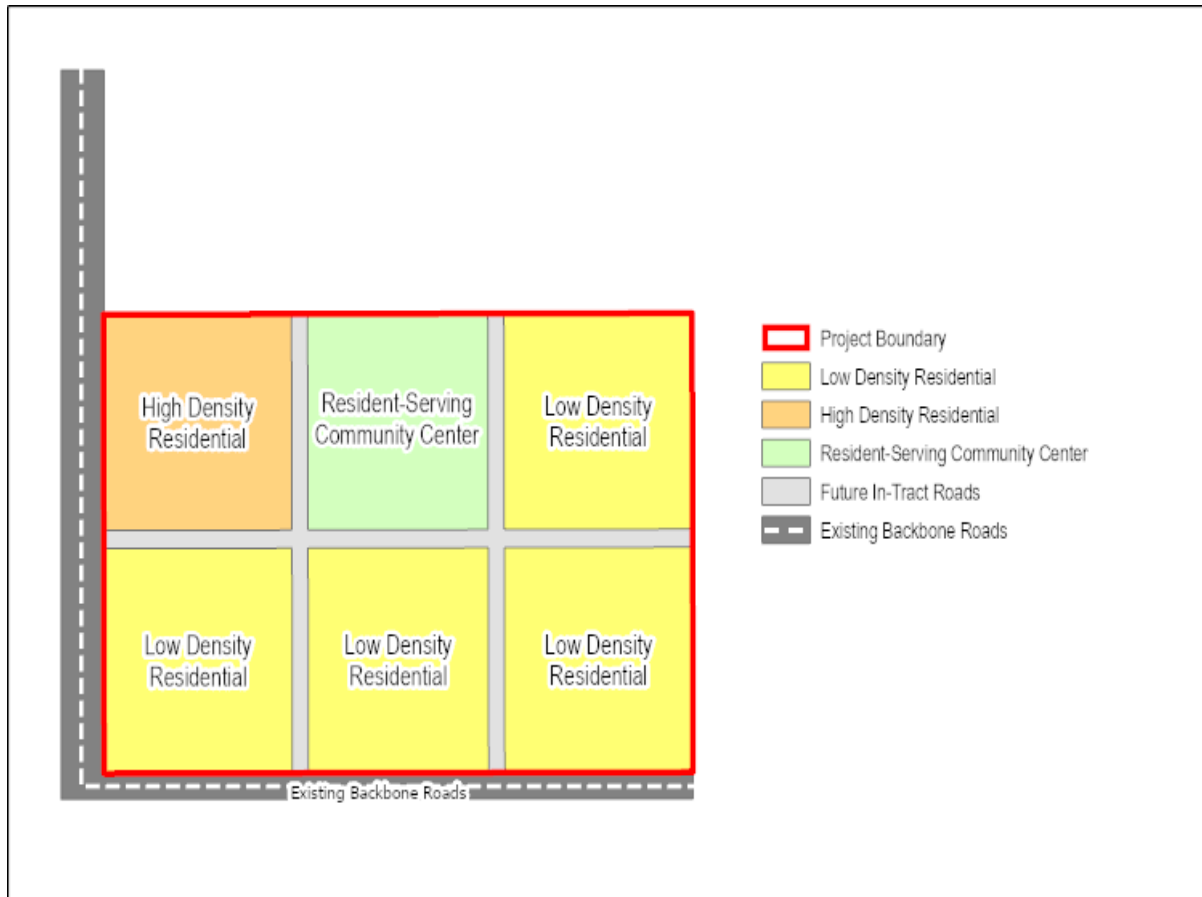


Table 4-1: Illustrative Development Program

Item	Amount
Gross Project Area	7.25 acres
<u>Residential Development Area</u>	
Residential Development Area	5.75
In-Tract/ Project Resident Serving (Residential)	<u>1.50</u>
Total/ Gross Residential Acres	7.25
<u>All Other Development</u>	
Non-Residential Development Area	0
Backbone/ Area-Serving	<u>0</u>
Total Non-Residential Development	0
Residential Development	
Low Density (1)	25
Medium Density (1)	0
High Density (1)	<u>25</u>
Total Units	50 units
Residential Project Density	
Residential Project Density	6.9 units/ acre
Residential Fee Density Category (1)	LOW

(1) Residential density categories as follows:

- Low Density - less than or equal to 8 residential units/ gross residential acre.
- Medium Density - greater than 8 and less than 16 residential units/ gross residential acre.
- High Density - greater than 16 residential units/ gross residential acre.

Table 4-2: Mitigation Payment Calculation

Item	Units/ Acres	Per Unit/ Per Acre Mitigation Fee (1)	Mitigation Fee Payment
Residential Development (2)	50 units	\$3,635 (low density)	\$181,750
Non-Residential Development (3)	0 acres	\$16,358	\$0
Backbone/ Community-Serving (4)	0 acres	\$16,358	\$0
Total Mitigation Fee Payment (5)			\$181,750

(1) Fee schedule will be updated periodically. Fee schedule used for Example Calculations as follows:

Residential Development

Low Density (on average)	\$3,635	per unit
Medium Density (on average)	\$1,515	per unit
High Density (on average)	\$670	per unit
<u>All Other Development</u>	\$16,358	per gross acre

(2) Residential mitigation fee payment covers residential units and associated in-tract infrastructure/ improvements and project resident-serving amenities. All infrastructure, improvements, and amenities that serve beyond the project residents is covered in separate component of the fee calculation.

(3) Includes land area associated with non-residential development, such as commercial/ industrial buildings, parking, and landscaping, among other components.

(4) All infrastructure/ improvements/ amenities that serve beyond the project/ project residents and that are not included in the non-residential development fee payment calculation included here.

(5) Mitigation fee payment calculation does not include any additional member jurisdiction administrative charges.

Example 5 – Horizontal Mixed Use – Residential and Commercial – Including Backbone Road Construction

Mixed use project to be developed on a total of 22.5 acres (inside red boundary). Residential project to be developed on ten acres. The project will include three components: (1) residential units, a community building/area for the residents of the development (project residents only), and streets within the residential development (in-tract streets); (2) a commercial development (e.g. shopping center) and project -serving improvements (e.g. parking, landscaping, and any other component that is not restricted to use by the residents only); and, (3) backbone/community serving roads on 2.5 acres of land that the member agency has required the builder to construct as a condition of the permit. A total of 50 residential units are planned within the 10 gross residential acres that exclude the backbone/community-serving infrastructure and the commercial development. This results in an average residential density of five units per acre, meaning that the residential component of the project is low density for the purpose of the fee program. Please see the visual representation of the project layout (Figure 5-1), the

illustrative development program data (Table 5-1), and the mitigation payment calculation (Table 5-2) below.

Figure 5-1: Illustrative Project Layout

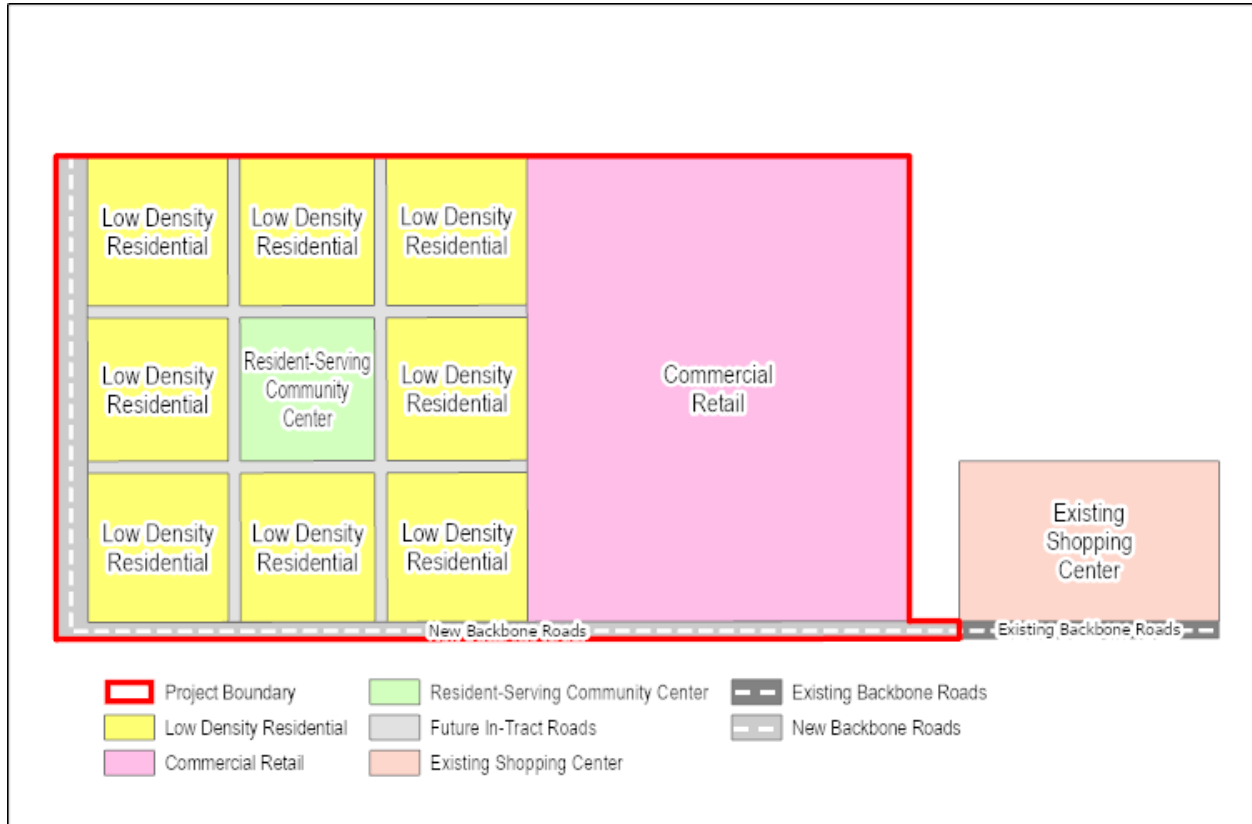


Table 5-1: Illustrative Development Program

Item	Amount
Gross Project Area	22.5 acres
<u>Residential Development Area</u>	
Residential Development Area	8.25
In-Tract/ Project Resident Serving (Residential)	<u>1.75</u>
Total/ Gross Residential Acres	10.00
<u>All Other Development</u>	
Non-Residential Development Area	10.0
Backbone/ Area-Serving	<u>2.5</u>
Total Non-Residential Development	12.5
Residential Development	
Low Density (1)	50
Medium Density (1)	0
High Density (1)	<u>0</u>
Total Units	50 units
Residential Project Density	
Residential Project Density	5.0 units/ acre
Residential Fee Density Category (1)	LOW

(1) Residential density categories as follows:

- Low Density - less than or equal to 8 residential units/ gross residential acre.
- Medium Density - greater than 8 and less than 16 residential units/ gross residential acre.
- High Density - greater than 16 residential units/ gross residential acre.

Table 5-2: Mitigation Fee Payment Calculation

Item	Units/ Acres	Per Unit/ Per Acre Mitigation Fee (1)	Mitigation Fee Payment
Residential Development (2)	50 units	\$3,635 (low density)	\$181,750
Non-Residential Development (3)	10 acres	\$16,358	\$163,580
Backbone/ Community-Serving (4)	2.5 acres	\$16,358	\$40,895
Total Mitigation Fee Payment (5)			\$386,225

(1) Fee schedule will be updated periodically. Fee schedule used for Example Calculations as follows:

Residential Development

Low Density (on average)	\$3,635	per unit
Medium Density (on average)	\$1,515	per unit
High Density (on average)	\$670	per unit
<u>All Other Development</u>	\$16,358	per gross acre

(2) Residential mitigation fee payment covers residential units and associated in-tract infrastructure/ improvements and project resident-serving amenities. All infrastructure, improvements, and amenities that serve beyond the project residents is covered in separate component of the fee calculation.

(3) Includes land area associated with non-residential development, such as commercial/ industrial buildings, parking, and landscaping, among other components.

(4) All infrastructure/ improvements/ amenities that serve beyond the project/ project residents and that are not included in the non-residential development fee payment calculation included here.

(5) Mitigation fee payment calculation does not include any additional member jurisdiction administrative charges.

Example 6 – Vertical Mixed Use – Residential and Commercial

Mixed use project to be developed on a total of 3 acres (inside red boundary). The project will include a podium at street level that will include commercial/ retail as well as parking, residential units in the stories above the podium, as well as streets within the project area (in-tract streets). A total of 90 residential units are planned within the 3-acre project area. This results in an average residential density of 30 units per acre, meaning that the residential component of the project is high density for the purpose of the fee program. Please see the visual representations of the project layout (Figures 6-1 and 6-2), the illustrative development program data (Table 6-1), and the mitigation payment calculations (Tables 6-2 and 6-3) below. Two calculations must be conducted for mixed-use vertical projects and the higher of the two calculations must be used. One calculation treats the project like a residential project and the other calculation treats it like a commercial project. In the example below, the mitigation payment is \$60,300 under the first method and \$49,300 under the second method, so \$60,300 payment applies.

Figure 6-1: Illustrative Project Layout – Residential and Commercial Vertical View



Figure 6-2: Illustrative Project Layout – Residential and Commercial Horizontal View

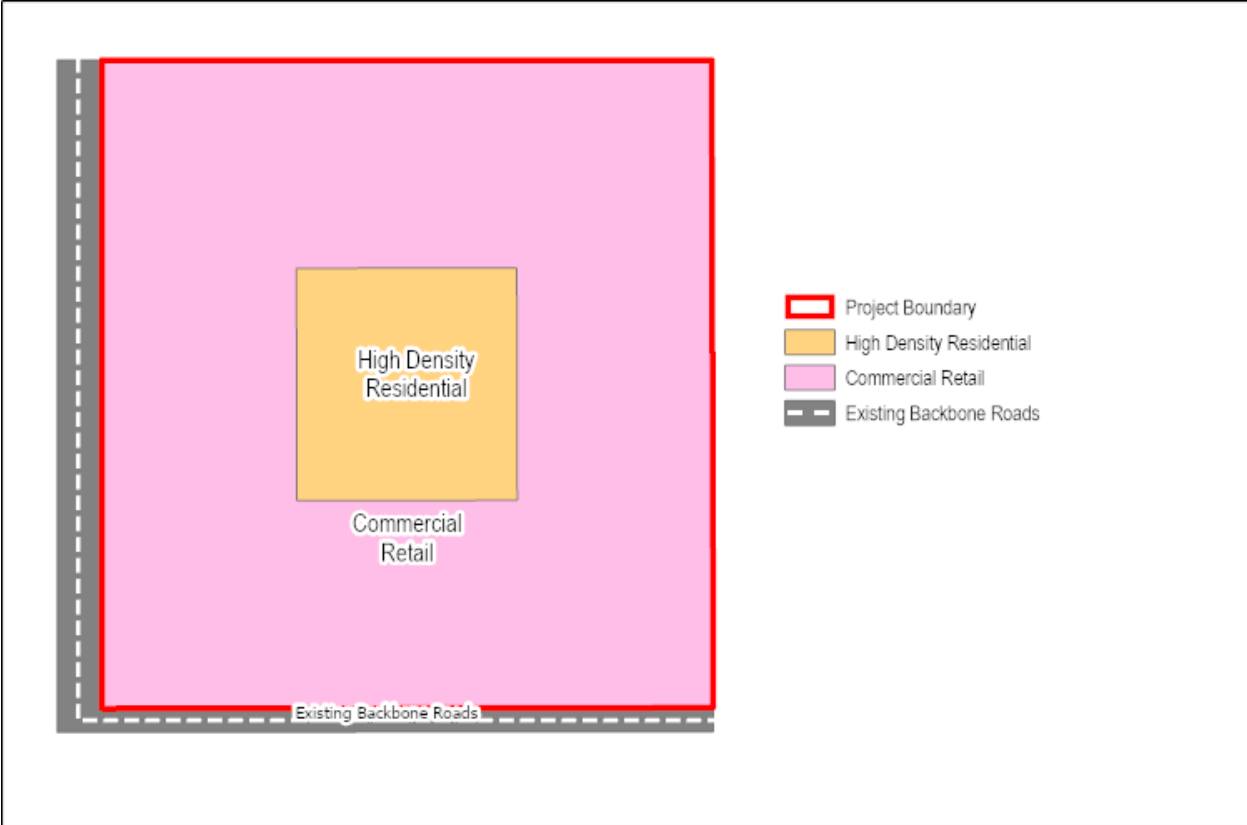


Table 6-1: Illustrative Development Program

Item	Amount
Gross Project Area	3 acres
<u>Residential Development Area</u>	
Residential Development Area	2.75
In-Tract/ Project Resident Serving (Residential)	<u>0.25</u>
Total/ Gross Residential Acres	3.00
<u>All Other Development</u>	
Non-Residential Development Area	0.0
Backbone/ Area-Serving	<u>0</u>
Total Non-Residential Development	0
Residential Development	
Low Density (1)	0
Medium Density (1)	0
High Density (1)	<u>90</u>
Total Units	90 units
Residential Project Density	
Residential Project Density	30.0 units/ acre
Residential Fee Density Category (1)	HIGH

(1) Residential density categories as follows:

- Low Density - less than or equal to 8 residential units/ gross residential acre.
- Medium Density - greater than 8 and less than 16 residential units/ gross residential acre.
- High Density - greater than 16 residential units/ gross residential acre.

Table 6-2: Mitigation Fee Payment Calculation – Method 1 (Residential Focus)

Item	Units/ Acres	Per Unit/ Per Acre Mitigation Fee (1)	Mitigation Fee Payment
Residential Development (2)	90 units	\$670 (high density)	\$60,300
Non-Residential Development (3)	0 acres	\$16,358	\$0
Backbone/ Community-Serving (4)	0 acres	\$16,358	\$0
Total Mitigation Fee Payment (5)			\$60,300

(1) Fee schedule will be updated periodically. Fee schedule used for Example Calculations as follows:

Residential Development

Low Density (on average)	\$3,635	per unit
Medium Density (on average)	\$1,515	per unit
High Density (on average)	\$670	per unit
<u>All Other Development</u>	\$16,358	per gross acre

(2) Residential mitigation fee payment covers residential units and associated in-tract infrastructure/ improvements and project resident-serving amenities. All infrastructure, improvements, and amenities that serve beyond the project residents is covered in separate component of the fee calculation.

(3) Includes land area associated with non-residential development, such as commercial/ industrial buildings, parking, and landscaping, among other components.

(4) All infrastructure/ improvements/ amenities that serve beyond the project/ project residents and that are not included in the non-residential development fee payment calculation included here.

(5) Mitigation fee payment calculation does not include any additional member jurisdiction administrative charges.

Table 6-3: Mitigation Fee Payment Calculation – Method 2 (Commercial/ Project Area Focus)

Item	Units/ Acres	Per Unit/ Per Acre Mitigation Fee (1)	Mitigation Fee Payment
Residential Development (2)	0 units	\$670 (high density)	\$0
Non-Residential Development (3)	3 acres	\$16,358	\$49,074
Backbone/ Community-Serving (4)	0 acres	\$16,358	\$0
Total Mitigation Fee Payment (5)			\$49,074

(1) Fee schedule will be updated periodically. Fee schedule used for Example Calculations as follows:

Residential Development

Low Density (on average)	\$3,635	per unit
Medium Density (on average)	\$1,515	per unit
High Density (on average)	\$670	per unit
<u>All Other Development</u>	\$16,358	per gross acre

(2) Residential mitigation fee payment covers residential units and associated in-tract infrastructure/ improvements and project resident-serving amenities. All infrastructure, improvements, and amenities that serve beyond the project residents is covered in separate component of the fee calculation.

(3) Includes land area associated with non-residential development, such as commercial/ industrial buildings, parking, and landscaping, among other components.

(4) All infrastructure/ improvements/ amenities that serve beyond the project/ project residents and that are not included in the non-residential development fee payment calculation included here.

(5) Mitigation fee payment calculation does not include any additional member jurisdiction administrative charges.

B. Public Project Examples

This section contains four (4) examples of public development projects, including one (1) Member Agency Civic Project and three (3) transportation/ road projects. These examples are not intended to be all inclusive but rather give permittees guidance on calculating the mitigation fee payment given different project types, characteristics, and, in the case of road/ transportation projects, different sources of funding. The Member Agency Civic project example provides a brief narrative, a representation of the project layout, the development program description, and the mitigation payment calculation. The road/ transportation examples provide a brief narrative of the project, cost estimates, key funding source information, and the mitigation payment calculation. Graphic layouts for the public road projects are not provided as the mitigation payment calculation is tied to costs and funding sources (not the specific layout of the project.)

As described in Chapter III and illustrated in the private project examples provided above in this chapter, mitigation payments for road and Member Agency Civic Projects that are developed by a private developer as part of a Private Project are calculated and made as part of the Private Project development mitigation payment.

Example 7 – Member Agency Civic Project

Member Agency Civic Projects includes the development of a library and park with adjacent parking lot. The parking lot will also serve as a park and ride location. The total acreage of the project is 6 acres (area inside red boundary). Please see the visual representation of the project layout (Figure 7-1), the development program data (Table 7-1), and mitigation payment calculations (Table 7-2) below.

Figure 7-1: Project Layout

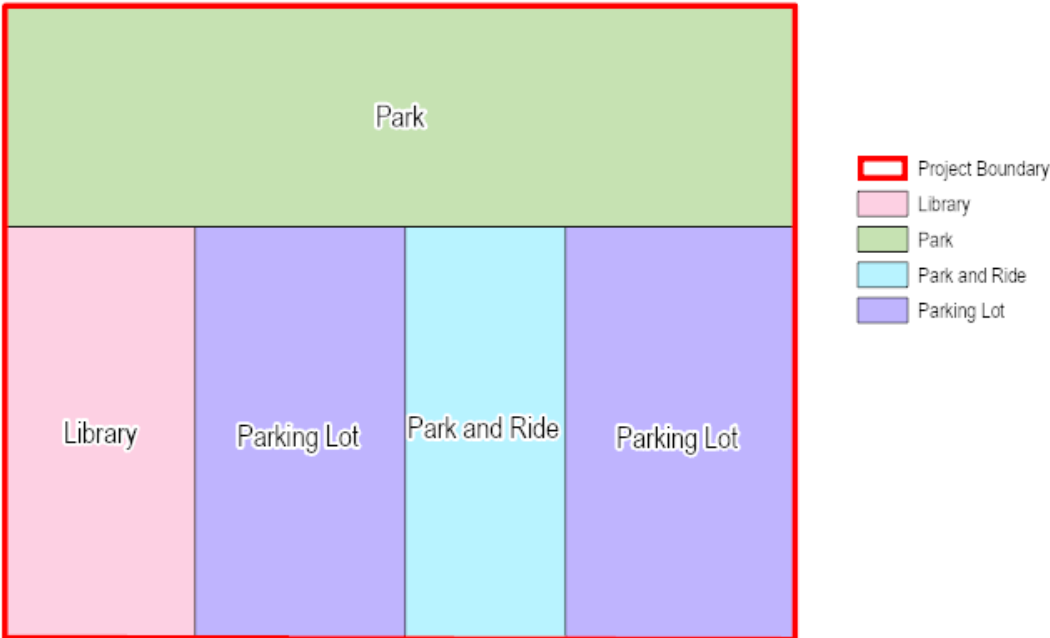


Table 7-1: Illustrative Development Program

Item	Amount
Library Area	1.0 acres
Park	2.0 acres
Parking Area	
Park and Ride Area	1.0 acres
General Parking Lot	<u>2.0</u> acres
Subtotal - Parking	3.0 acres
Gross Project Area	6.0 acres

Table 7-2: Mitigation Payment Calculation

Item	Amount
Gross Project Acres	6.0 acres
Mitigation Fee per Gross Acre (2)	\$16,358
Total Mitigation Payment	\$98,148

(1) Fee schedule will be updated periodically. Fee schedule used for Example Calculations as follows:

Commerical/ Industrial* \$16,358 per gross acre

* Per gross acre fee for Local Public Capital Projects is the same as for commerical/ industrial development.

Example 8 – Road Widening with No Measure A or TUMF Funding

Road widening project with no Measure A or TUMF funding. Whole project is required to mitigate as project falls into the “new road, road widening, and other non-maintenance road projects” category that are required to mitigate (only maintenance projects costs such as road rehabilitation, restriping, and resealing are not required to mitigate). Total project cost is estimated at \$5.5 million, including total direct construction costs of \$4.4 million (including the construction cost contingency), \$1.1 million in soft costs, and no land/ ROW acquisition costs. Please see the example road project cost estimates data

(Table 8-1), the funding source information (Table 8-2), and the mitigation payment calculations (Table 8-3) below.

Table 8-1: Illustrative Project Costs

Cost Item	Cost
NEW ROAD, ROAD WIDENING, OR OTHER NON-MAINTENANCE PROJECTS (1)	
Construction Costs	
Base Construction Costs	\$4,000,000
<u>Changes Orders/ Contingency</u>	\$400,000 (3)
Total Construction Costs	\$4,400,000
Soft Costs	\$1,100,000 (4)
Land Acquisition/ ROW Costs	\$0
Total Capacity-Increasing Cost	\$5,500,000
MAINTENANCE PROJECTS (2)	
Total Construction Costs	\$0
Total Soft Costs	\$0
Total Non-Capacity-Increasing Cost	\$0
TOTAL PROJECT COSTS/ USES	\$5,500,000

(1) Total Construction costs for new roads, road widening, and other non-maintenance projects are included in the mitigation fee payment calculation (see Table 8-3).

(2) Examples of maintenance projects include road rehabilitation, re-striping, and resealing. See Ordinance for full list of maintenance projects that are not required to mitigate.

(3) Initial fee payment calculations made on construction cost and construction contingency cost estimates. Additional fee payments also due on any change orders that add net costs above-and-beyond the initial construction cost contingency estimates

(3) For illustrative purposes shown as 10% of base construction cost. Contingency (and future Change Orders) will vary by project.

(4) For illustrative purposes shown as 25% of total construction costs.

Table 8-2: Illustrative Funding Sources

Cost Item	Amount	% of Total
TUMF/ Measure A Funding		
TUMF Fee Revenues	\$0	0%
Measure A Funding	<u>\$0</u>	<u>0%</u>
Subtotal	\$0	0%
Other Funding	\$5,500,000	100%
TOTAL PROJECT FUNDING/ SOURCES	\$5,500,000	100%

Table 8-3: Mitigation Payment Calculation

Cost Item	Amount	Source/ Calculation	
TOTAL PROJECT COSTS	\$5,500,000	a	See Table 8-1
TOTAL NON-MAINTENANCE CONSTRUCTION COSTS	\$4,400,000	b	See Table 8-1
% of FUNDING FROM OTHER FUNDING SOURCES (1)	100%	c	See Table 8-2
ELIGIBLE COST BASIS FOR MITIGATION PAYMENT CALCULATION	\$4,400,000	d = b *c	Calculation
MITIGATION FEE PAYMENT DUE FROM LOCAL JURISDICTION (2)	\$220,000	e = d * 5%	Calculation

(1) Other funding sources includes all costs not funded by TUMF or Measure A revenues as calculated in Table 8-2.

(2) Mitigation fee payment by permitting agency is 5% of eligible construction cost.

Example 9 – Road Widening Project with 20% Measure A/ TUMF Funding

Road widening project with 20% of funding from Measure A and TUMF funding. Whole project is required to mitigate as project - new road, road widening, and other non-maintenance road projects are required to mitigate (only maintenance costs are not required to mitigate). However, 20 percent of the project will be mitigated separately through TUMF or Measure A funding. Total projects cost is estimated at \$5.5 million, including total direct construction costs of \$4.4 million (including the construction cost contingency), \$1.1 million in soft costs, and no land/ ROW acquisition costs. Please see the example road project cost estimates data (Table 9-1), the funding source information (Table 9-2), and the mitigation payment calculations (Table 9-3) below.

Table 9-1: Illustrative Project Costs

Cost Item	Cost
NEW ROAD, ROAD WIDENING, OR OTHER NON-MAINTENANCE PROJECTS (1)	
Construction Costs (2)	
Base Construction Costs	\$4,000,000
<u>Changes Orders/ Contingency</u>	\$400,000 (3)
Total Construction Costs	\$4,400,000
Soft Costs	\$1,100,000 (4)
Land Acquisition/ ROW Costs	\$0
Total Capacity-Increasing Cost	\$5,500,000
MAINTENANCE PROJECTS (2)	
Total Construction Costs	\$0
Total Soft Costs	\$0
Total Non-Capacity-Increasing Cost	\$0
TOTAL PROJECT COSTS/ USES	\$5,500,000

(1) Total Construction costs for new roads, road widening, and other non-maintenance projects are included in the mitigation fee payment calculation (see Table 8-3).

(2) Examples of maintenance projects include road rehabilitation, re-striping, and resealing. See Ordinance for full list of maintenance projects that are not required to mitigate.

(3) Initial fee payment calculations made on construction cost and construction contingency cost estimates. Additional fee payments also due on any change orders that add net costs above-and-beyond the initial construction cost contingency estimates

(4) For illustrative purposes shown as 10% of base construction cost. Contingency (and future Change Orders) will vary by project.

(5) For illustrative purposes shown as 25% of total construction costs.

Table 9-2: Funding Sources

Cost Item	Amount	% of Total
TUMF/ Measure A Funding		
TUMF Fee Revenues	\$800,000	15%
Measure A Funding	<u>\$300,000</u>	<u>5%</u>
Subtotal	\$1,100,000	20%
Other Funding	\$4,400,000	80%
TOTAL PROJECT FUNDING/ SOURCES	\$5,500,000	100%

Table 9-3: Mitigation Fee Payment Calculation

Cost Item	Amount	Source/ Calculation
TOTAL PROJECT COSTS	\$5,500,000	a See Table 1
TOTAL NON-MAINTENANCE CONSTRUCTION COSTS	\$4,400,000	b See Table 1
% of FUNDING FROM OTHER FUNDING SOURCES (1)	80%	c See Table 2
ELIGIBLE COST BASIS FOR MITIGATION PAYMENT CALCULATION	\$3,520,000	d = b *c Calculation
MITIGATION FEE PAYMENT DUE FROM LOCAL JURISDICTION (2)	\$176,000	e = d * 5% Calculation

(1) Other funding sources includes all costs not funded by TUMF or Measure A revenues as calculated in Table 9-2. In cases where Measure A/ TUMF funding is allocated for specific project cost categories, additional calculations and allocations may be appropriate. In these cases, please contact RCA staff and provide documentation of funding restrictions for support on the appropriate mitigation fee payment calculation.

(2) Mitigation fee payment by permitting agency is 5% of eligible construction cost.

Example 10 - Combined New Road/ Road Rehabilitation Project with 50% Measure A / TUMF Funding

Road project that includes the development of a new segment of road along with rehabilitation of a segment of existing roadway. Road project is 50% funded through Measure A or TUMF funds. Total project costs are \$8 million. About \$6 million is associated with the new road, including \$4.4 million in direct construction costs (including the construction cost contingency), \$1.1 million in soft costs, and \$500,000 in land acquisition costs. About \$2 million (25% of overall project cost) is associated with rehabilitation of the existing roadway, including \$1.6 million in direct construction costs (including the construction cost contingency) and \$400,000 in soft costs. Please see the

example road project cost estimates data (Table 10-1), the funding source information (Table 10-2), and the mitigation payment calculations (Table 10-3) below.

Table 10-1: Cost Estimates

Cost Item	Cost
NEW ROAD, ROAD WIDENING, OR OTHER NON-MAINTENANCE PROJECTS (1)	
Construction Costs (2)	
Base Construction Costs	\$4,000,000
<u>Changes Orders/ Contingency</u>	\$400,000 (3)
Total Construction Costs	\$4,400,000
Soft Costs	\$1,100,000 (4)
Land Acquisition/ ROW Costs	\$500,000
Total Capacity-Increasing Cost	\$6,000,000
MAINTENANCE PROJECTS (2)	
Total Construction Costs	\$1,600,000
Total Soft Costs	\$400,000 (4)
Total Non-Capacity-Increasing Cost	\$2,000,000
TOTAL PROJECT COSTS/ USES	\$8,000,000

(1) Total Construction costs for new roads, road widening, and other non-maintenance projects are included in the mitigation fee payment calculation (see Table 8-3).

(2) Examples of maintenance projects include road rehabilitation, re-striping, and resealing. See Ordinance for full list of maintenance projects that are not required to mitigate.

(3) Initial fee payment calculations made on construction cost and construction contingency cost estimates. Additional fee payments also due on any change orders that add net costs above-and-beyond the initial construction cost contingency estimates

(4) For illustrative purposes shown as 10% of base construction cost. Contingency (and future Change Orders) will vary by project.

(5) For illustrative purposes shown as 25% of total construction costs.

Table 10-2: Funding Sources

Cost Item	Amount	% of Total
TUMF/ Measue A Funding		
TUMF Fee Revenues	\$2,000,000	25%
Measure A Funding	<u>\$2,000,000</u>	<u>25%</u>
Subtotal	\$4,000,000	50%
Other Funding	\$4,000,000	50%
TOTAL PROJECT FUNDING/ SOURCES	\$8,000,000	100%

Table 10-3: Mitigation Payment Calculation

Cost Item	Amount	Source/ Calculation
TOTAL PROJECT COSTS	\$8,000,000	a See Table 1
TOTAL NON-MAINTENANCE CONSTRUCTION COSTS	\$4,400,000	b See Table 1
% of FUNDING FROM OTHER FUNDING SOURCES (1)	50%	c See Table 2
ELIGIBLE COST BASIS FOR MITIGATION PAYMENT CALCULATION	\$2,200,000	d = b *c Calculation
MITIGATION FEE PAYMENT DUE FROM LOCAL JURISDICTION (2)	\$110,000	e = d * 5% Calculation

(1) Other funding sources includes all costs not funded by TUMF or Measue A revenues as calculated in Table 10-2. In cases where Measue A/ TUMF funding is allocated for specific project cost categories, additional calculations and allocations may be appropriate. In these cases, please contact RCA staff and provide documentation of funding restrictions for support on the appropriate mitigation fee payment calculation.

(2) Mitigation fee payment by permitting agency is 5% of eligible construction cost.

V. Definitions



CHAPTER V. DEFINITIONS

DEFINITIONS

(Including Definitions defined in the Fee Ordinances):

“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.

“City/County Civic Projects” means all non-road City and County projects, including City/ County administrative facilities, jails, courts, juvenile facilities, parks, libraries, and all other facilities that serve the public.

“City/ County Road Projects” means all City and County road projects.

“Construction Cost” means and includes the cost of the entire construction of the roadway project, including all supervision, materials, supplies, labor, tools, equipment, transportation and/or other facilities furnished, used or consumed, without deduction on account of penalties, liquidated damages or other amounts withheld from payment to the contractor or contractors, but such cost shall not include the Consulting Engineer/Architect’s fee, or other payments to the Consulting Engineer/Architect and shall not include cost of land or Rights-of-Way and Easement acquisition.

“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/County pursuant to all applicable ordinances, regulations, and rules of the City/County and state law.

“Fuel modification area” means an area established adjacent to structures or roads in which highly combustible native plants, invasive introduced, or ornamental plants are modified and/or totally replaced with fire resistant or drought resistant alternatives; or areas subject to hazardous abatement orders.

“Gross “Community-Serving” Area/ Acres” means the area of residential projects that provide infrastructure, improvements, and amenities that go beyond only serving project residents and hence are “community-serving”. This includes, but is not limited to, roads that serve multiple projects, parks that serve more than one residential project, parking that serves other uses/ developments etc. The acreage associated with these improvements/ amenities are part of the gross project acreage but distinct from project resident-serving improvements/ amenities and the gross residential area.

“Gross Project Area/ Acres” means is the total or gross areas of the project. This overall acreage can only be reduced under unique circumstances.

“Gross Residential Area/ Acres” means the total area of the project dedicated to residential land uses and includes residential buildings as well as “Project Resident-Serving” Infrastructure/ Improvements/ Amenities.

“Hazardous vegetation” means vegetation that is flammable and endangers the public safety by creating a fire hazard, including, but not limited to, seasonal and recurrent weeds, stubble, brush, dry leaves, and tumbleweeds.

“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.

“Linear Projects” means all linear PSE projects with differentiation in payment amount between permanent and temporary projects.

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

“Maintenance Projects” means projects that include, but are not limited to, pavement repairs, tree trimming, bridge maintenance, and pavement restriping and roadway reconstruction which do not add new lanes.

“Manufactured slope” means a slope created by natural landform alteration (grading), by cutting or filling a natural slope, or importing fill material to create a slope.

“Member Agency” or **“Member Agencies”** means those Cities and Counties that are signatories to the RCA Joint Powers Agreement.

“Multiple Species Habitat Conservation Plan” or **“MSHCP”** means the Western Riverside County Multiple Species Habitat Conservation Plan

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

“Non-Linear Projects” means all PSE projects that are non-linear in form.

“Ordinance” means the Fee Ordinance adopted by the Cities and the County to implement the MSHCP Local Development Mitigation Fee.

“Private Projects” means those projects where the primary project purpose is for use by households, business, or other private entities (i.e. not accessible to the public except where allowed by private owner/ renter). This category also includes Private Projects that receive public support (e.g., support through direct public investments in infrastructure, ground leases of publicly owned land, or direct investment of public dollars in projects such as affordable housing).

“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 RCA Mitigation Fee Implementation Handbook Manual for additional guidance for calculating the Project Area.

“Project Resident-Serving Infrastructure/ Improvements/ Amenities” means Infrastructure/ improvements, and amenities that only serve project residents and include, but are not limited to, roads, parks, and non-residential buildings that only serve project residents.

“Public Projects” means all City/County Civic Projects and all City/County Road Projects. These Public Projects include infrastructure projects, civic projects and Riverside County Flood Control District projects.

“Revenue” or **“Revenues”** means any funds received by the City/County 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/County and the region which are known to support threatened, endangered, or key sensitive populations of plant and wildlife species.

“Riverside County Flood Control District Projects” means all Riverside County Flood Control District projects.

“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.



Staff Report

TO: City Council
FROM: Todd Parton, City Manager
DATE: April 20, 2021
SUBJECT: **Dissolution of Improvement Area Nos. 19D and 19F of CFD No. 93-1 and Formation of CFD No. 2021-1**

Background and Analysis:

Improvement Area Nos. 19D and 19F of City of Beaumont Community Facilities District No. 93-1 (the "Improvement Areas") were previously formed by the City of Beaumont for the purpose of financing certain infrastructure required for the development of the property within the Improvement Areas. Because development within the Improvement Areas was not completed as planned at the time that the Improvement Areas were formed, one of the property owners within the Improvement Area, SDC Fairway Canyon, LLC ("SDC"), has petitioned the City to dissolve the Improvement Areas and to form a new community facilities district in their place entitled "City of Beaumont Community Facilities District No. 2021-1 (the "District"). SDC plans to sell its remaining property in the proposed District to one or more merchant builders, who along with the other owners within the Improvement Areas, expect to develop the property within the District into residential neighborhoods.

This is the initial step in the formation process of the District. If approved, the resolutions would preliminarily approve the boundaries of the District and call a public hearing to be held on the formation of the District on June 1, 2021. Following the public hearing an election would be held on the levy of the special taxes for facilities and services and on the issuance of bonds to finance facilities in the maximum principal amount not to exceed \$19,500,000. Assuming there are no registered voters within the boundaries of the District, it is expected that the election will be a landowner election at which each property owner within the District will have one vote for each acre (or portion thereof) of land it owns within the boundaries of the District. Additionally, on June 1, 2021, assuming the passage of such measures at the election, the City would be asked to initiate proceedings to dissolve the Improvement Areas.

In connection with the formation of the District, staff recommends that the City Council approve two resolutions: (i) a resolution declaring the intention to establish the District and levy a special tax therein; and (ii) a resolution to incur bonded indebtedness within the District. City staff also recommends that the City Council approve the Reimbursement Agreement (the "Reimbursement Agreement") with SDC for the purpose of reimbursing SDC for the costs of forming the District.

Fiscal Impact:

There is no impact on the General Fund to pay any costs associated with the proposed formation of the District. A deposit in the amount of \$50,000 has been advanced to the City by SDC to finance initial costs of the formation of the District. It is anticipated that SDC will be required to deposit additional amounts pursuant to the Reimbursement Agreement. In the event that any bonds are issued by the District, SDC would be entitled to reimbursement of costs advanced pursuant to the Reimbursement Agreement.

Pursuant to the Rate and Method of Apportionment that governs how the special taxes will be levied within the District, four separate special taxes will be levied: 1) a special tax to finance the construction of facilities benefiting the District, that ranges between \$1,545 and \$2,380 per unit of Developed Property, 2) a special tax for maintenance services to benefit the District of \$205 per unit of Developed Property in Fiscal Year 2021-22, 3) an additional contingent special tax for maintenance services to benefit the District of \$624 per unit of Developed Property in Fiscal Year 2021-22, which will only be imposed if the homeowner's association within the District fails to maintain certain of the homeowners' association owned property, and 4) a special tax for public services benefiting the District of \$509 per unit of Developed Property in Fiscal Year 2021-22. The rates for each of the two maintenance special taxes for services will increase annually by the greater of 2% or an amount equal to the percentage change increase in the Consumer Price Index for the twelve-month period ending in January of the prior fiscal year, and the rate for the public services special tax will increase annually by the greater of 5% or an amount equal to the percentage change increase in the Consumer Price Index for the twelve-month period ending in January of the prior Fiscal Year, but the rate for the special tax for facilities does not increase annually. The special tax to finance the construction of facilities benefiting the District will be used only to finance actual facilities, and will not be used to finance fees, such as development impact fees.

Recommended Action:

Waive the full reading and adopt by title only, "Resolution of the City Council of the City of Beaumont, California, Declaring Its Intention to Establish City of

Beaumont Community Facilities District No. 2021-1 (Fairway Canyon), To Authorize the Levy of a Special Tax to Pay the Cost of Acquiring or Constructing Certain Public Facilities, and Paying for Certain Incidental Expenses and to Pay Debt Service on Bonded Indebtedness;"

Waive the full reading and adopt by title only, "Resolution of the City Council of the City of Beaumont, California, Declaring its Intention to Incur Bonded Indebtedness within City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon);" and

Approve the Reimbursement Agreement.

Attachments:

- A. Resolution of Intention
- B. Resolution to Incur Bonded Indebtedness
- C. Reimbursement Agreement
- D. Petition to Form

RESOLUTION NO. _____**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, DECLARING ITS INTENTION TO ESTABLISH CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2021-1 (FAIRWAY CANYON), TO AUTHORIZE THE LEVY OF A SPECIAL TAX TO PAY THE COST OF ACQUIRING OR CONSTRUCTING CERTAIN PUBLIC FACILITIES, AND PAYING FOR CERTAIN INCIDENTAL EXPENSES AND TO PAY DEBT SERVICE ON BONDED INDEBTEDNESS**

WHEREAS, the City of Beaumont (the “City”) has received a petition (the “Formation Petition”) from an owner (the “Owner”) of at least 10% of the territory described in Exhibit A attached hereto (the “Property”), requesting to establish City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon) (the “Community Facilities District”) to finance (1) the purchase, construction, expansion, improvement or rehabilitation of the facilities described in Exhibit B hereto (which attachment is incorporated herein by this reference), including all furnishings, equipment and supplies related thereto (collectively, the “Facilities”), which Facilities have a useful life of five years or longer, (2) the services described in Exhibit B hereto (collectively, the “Services”) and (3) the incidental expenses to be incurred in connection with financing the Facilities and/or Services and forming the Community Facilities District and administering the Community Facilities District (the “Incidental Expenses”); and

WHEREAS, the Property consists of territory that is currently located within Improvement Area No. 19D of City of Beaumont Community Facilities District No. 93-1 (“Improvement Area No. 19D”) and Improvement Area No. 19F of City of Beaumont Community Facilities District No. 93-1 (“Improvement Area No. 19F”); and

WHEREAS, pursuant to the Formation Petition, an owner of the Property within Improvement Area No. 19D and Improvement Area No. 19F requested that the City dissolve Improvement Area No. 19D and Improvement Area No. 19F contingent upon the formation of the Community Facilities District; and

WHEREAS, the City Council of the City (the “City Council”), acting as the legislative body of the Community Facilities District, further intends to approve an estimate of the costs of the Facilities, Services and the Incidental Expenses for the Community Facilities District; and

WHEREAS, it is the intention of the City Council to consider financing the Facilities, Services and the Incidental Expenses through the formation of the Community Facilities District, and the sale of bonds in an amount not to exceed Nineteen Million Five Hundred Thousand Dollars (\$19,500,000) for the Community Facilities District (the “Obligations”) and the levy of a special tax in the Community Facilities District to pay debt service on the Obligations, provided that the bond sale and special tax levy are approved at an election to be held for the Community Facilities District; and

NOW, THEREFORE, the City Council of the City of Beaumont DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

SECTION 1. Intention. The City Council declares its intention to conduct proceedings pursuant to said Article 2 of the Mello Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the “Act”) for the establishment of the Community Facilities District with boundaries coterminous with the Property. It is further proposed that the boundaries of the Community Facilities District shall be the legal boundaries as described in Exhibit A hereto which boundaries shall, upon recordation of the boundary map for the Community Facilities District, include the entirety of any parcel subject to taxation by the Community Facilities District, except where indicated on the boundary map, and as depicted on the boundary map of the Community Facilities District which is on file with the City Clerk. The City Clerk is hereby directed to sign the original boundary map of the Community Facilities District and record it with all proper endorsements thereon with the County Recorder of the County of Riverside within 15 days after the adoption of this resolution, all as required by Section 3111 of the Streets and Highways Code of the State of California.

SECTION 2. Name of the Community Facilities District. The name of the proposed Community Facilities District is “City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon).”

SECTION 3. Types of Facilities and Services to be Financed by the Community Facilities District. The Facilities proposed to be provided within the Community Facilities District are facilities authorized by the Act. The City Council hereby finds and determines that the description of the Facilities, Services and Incidental Expenses herein is sufficiently informative to allow taxpayers within the Community Facilities District to understand what the funds of the Community Facilities District may be used to finance the Facilities, Services and Incidental Expenses expected to be incurred, including the cost of planning and designing the Facilities, the costs of forming the Community Facilities District, issuing bonds, levying and collecting a special tax within the Community Facilities District and the annual administration costs of the Community Facilities District. The City Council hereby finds that the proposed Facilities and Services are necessary to meet increased demands placed upon the City as a result of development occurring in the Community Facilities District. The Facilities may be acquired from one or more of the property owners as completed facilities or may be constructed by or on behalf of the City and paid for with bond proceeds.

SECTION 4. Special Taxes. Except where funds are otherwise available, it is the intention of the City Council to levy annually in accordance with the procedures contained in the Act a special tax, secured by a continuing lien against all non-exempt real property in the Community Facilities District, sufficient to pay for the Facilities, Services and Incidental Expenses and the principal and interest and other periodic costs on bonds or other indebtedness issued to finance the Facilities and Incidental Expenses, including the establishment and replenishment of any reserve funds deemed necessary by the City, and any remarketing, credit enhancement and liquidity facility fees (including such fees for instruments which serve as the basis of a reserve fund in lieu of cash) attributable to the Community Facilities District. The rate and method of apportionment and manner of collection of the special tax for the Community Facilities District is described in detail in Exhibit C attached hereto (which attachment is incorporated herein by this reference). Exhibit C allows each landowner within the Community Facilities District to estimate the maximum amount that may be levied against each parcel. It is the intention of the City Council that the special tax shall be levied only upon the dissolution of Improvement Area No. 19D and Improvement Area No. 19F and that the dissolution of Improvement Area No. 19D and Improvement Area No. 19F shall be subject to the formation of the

Community Facilities District, the approval of the rate and method of apportionment, and the approval of the issuance of the Obligations by the eligible voters therein.

If special taxes of the Community Facilities District are levied against any parcel used for private residential purposes, (i) the maximum special tax rate shall not be increased except to the extent permitted in the rate and method, (ii) the special tax to finance Facilities and Incidental Expenses shall not be levied later than the 2061-62 Fiscal Year and the special tax to finance Services shall be levied for as long as necessary to meet the special tax requirement for Services as determined in the sole discretion of the City Council, acting as the Legislative Body of the Community Facilities District, and (iii) under no circumstances shall such special tax in the Community Facilities District be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within the Community Facilities District by more than ten percent (10%) above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults.

The special tax is based on the cost of making the Facilities and Services available to each parcel of real property within the Community Facilities District. The City Council hereby determines the rate and method of apportionment of the special tax for the Community Facilities District set forth in Exhibit C to be reasonable. The special tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act; and such special tax is not on or based upon the value or ownership of real property. In the event that a portion of the property within the Community Facilities District shall become for any reason exempt, wholly or partially, from the levy of the special tax specified in Exhibit C, the City Council shall, on behalf of the Community Facilities District, cause the levy to be increased, subject to the limitation of the maximum special tax for a parcel as set forth in Exhibit C, to the extent necessary upon the remaining property within the Community Facilities District which is not exempt in order to yield the special tax revenues required for the purposes described in this Section. The obligation to pay special taxes for Facilities and Incidental Expenses may be prepaid as provided in the rate and method of apportionment set forth in Exhibit C, as such rate and method may be amended hereafter. The obligation to pay the special tax for Services may not be prepaid.

SECTION 5. Public Hearing. A combined public hearing (the “Hearing”) on the establishment of the Community Facilities District, the proposed rate and method of apportionment of the special tax for the Community Facilities District and the proposed issuance of bonds for the Community Facilities District to finance the Facilities and the Incidental Expenses shall be held at 7:00 p.m., or as soon thereafter as practicable, on June 1, 2021, at the City Council’s Chambers, 550 East 6th Street, Beaumont, California. If the City Council determines to form the Community Facilities District, special elections will be held to authorize the issuance of the bonds for the Community Facilities District and the levy of the special tax in accordance with the procedures contained in Government Code Section 53326. If such elections are held, the proposed voting procedure at the elections will be a landowner vote with each landowner who is the owner of record of land within the Community Facilities District at the close of the Hearing, or the authorized representative thereof, having one vote for each acre or portion thereof owned within the Community Facilities District. Ballots for the special elections may be distributed by mail or by personal service.

At the time and place set forth above for the Hearing, the City Council will receive testimony as to whether the Community Facilities District therein shall be established and whether special taxes shall be levied in accordance with the proposed rate and method of apportionment of the special tax,

and whether Obligations for the Community Facilities District shall be authorized to be issued to finance Facilities and Incidental Expenses of the Community Facilities District.

At the time and place set forth above for the Hearing, any interested person, including all persons owning lands or registered to vote within the Community Facilities District, may appear and be heard.

SECTION 6. Notice. The City Clerk is hereby authorized and directed to publish a notice (the "Notice") of the Hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of the Community Facilities District. The City Clerk is further authorized and directed to mail a copy of the Notice to each of the landowners or any registered voters within the boundaries of the Community Facilities District at least 15 days prior to the Hearing. The Notice shall contain the text or a summary of this Resolution, the time and place of the Hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the Community Facilities District and a description of the proposed voting procedure for the elections required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

SECTION 7. Reports re Facilities and Services. Each City officer who is or will be responsible for providing the Facilities is hereby directed to study the Community Facilities District and, at or before the time of the Hearing, file a report with the City Council containing a brief description of the Facilities and Services by type which will in his or her opinion be required to meet adequately the needs of the Community Facilities District and an estimate of the cost of providing those Facilities and Services.

SECTION 8. Advance of Funds. The City may accept advances of funds or work-in-kind from any source, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying any cost incurred by the City in creating the Community Facilities District. The City may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the City Council, with or without interest.

SECTION 9. Maximum Bonded Indebtedness. The reasonably expected aggregate maximum principal amount of the Obligations is \$19,500,000.

SECTION 10. Appointment of Financing Team. Urban Futures, Inc. is hereby appointed to act as financial advisor to the City and the Community Facilities District with respect to the formation of the Community Facilities District. Webb Municipal Finance, LLC, is hereby appointed to act as special tax consultant with respect to the formation of the Community Facilities District. Stradling Yocca Carlson & Rauth, a Professional Corporation, is hereby appointed to act as special counsel with respect to the formation of the Community Facilities District.

SECTION 11. Reservation of Rights. Except to the extent limited in any bond resolution or trust indenture related to the issuance of bonds, the City Council hereby reserves to itself all rights and powers set forth in Section 53344.1 of the Act (relating to tenders in full or partial payment).

SECTION 12. Approval of Reimbursement Agreement. The form of the Reimbursement Agreement by and between the City and SDC Fairway Canyon, LLC, to be utilized in connection

with the formation of the Community Facilities District, substantially in the form on file with the City Clerk, is hereby approved and the City Manager of the City, or his or her written designee, is hereby authorized to execute and deliver such agreement with such changes therein, deletions therefrom and modifications thereto as the City Manager, or his or her written designee, may approve.

SECTION 13. This Resolution shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 20th day of April, 2021.

Mike Lara, Mayor

I, Steven Mehlman, City Clerk of the City of Beaumont, do hereby certify that the foregoing Resolution was passed and adopted at a regular meeting of the City Council of the City of Beaumont held on the 20th day of April, 2021, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAINED:

ATTEST: _____
Steven Mehlman, City Clerk

EXHIBIT A
DESCRIPTION OF THE PROPOSED COMMUNITY FACILITIES DISTRICT

The property in the City of Beaumont, County of Riverside, California, identified by the Riverside County Assessor as Assessor Parcel Nos.:

400-020-009

413-790-042

413-790-020

EXHIBIT B

DESCRIPTION OF THE FACILITIES, SERVICES AND INCIDENTAL EXPENSES

TYPES OF PUBLIC FACILITIES

The types of Facilities that are proposed by CFD No. 2021-1 (Fairway Canyon) and financed with the proceeds of special taxes and bonds issued by CFD No. 2021-1 (Fairway Canyon) consist of facilities permitted to be financed under the Mello-Roos Community Facilities Act of 1982 including, but not limited to, backbone infrastructure needed for new development, such as roadway, bridge, sewer, dry utilities, storm drain, curb and gutter, medians, traffic signals, parks, trails, police facilities, fire facilities, library facilities and public community facilities, and appurtenances and appurtenant work, and development impact fees that are used by the City to construct infrastructure including design, engineering and planning costs associated therewith. The Facilities include, but are not limited to:

Dry Utilities
 Engineering and Consulting Costs
 Street Improvements/Tunnels to Tukwet Canyon Parkway and Sorenstam Drive
 Sewer & Storm Drainage Improvements
 Construction of and Improvements to Mickelson Park and Sorenstam Park
 Sewer Lift Station

The facilities are necessary for development of the property within the boundaries of the district.

The description of Facilities is general in nature. To the extent not already completed or under construction, the final nature and location of the Facilities will be determined upon preparation of final plans and specifications.

TYPES OF SERVICES

The types of Services that are proposed to be provided by CFD No. 2021-1 (Fairway Canyon) and funded with the proceeds of special taxes levied by CFD No. 2021-1 (Fairway Canyon) consist of services permitted to be financed under the Mello-Roos Community Facilities Act of 1982 including, without limitation, police and fire protection, ambulance and paramedic services, street sweeping, traffic signal maintenance and the maintenance of City-owned parks, parkways and open spaces, lighting, flood and storm protection services and the operation of storm drainage systems. All of the services to be financed are in addition to those provided within the boundaries of CFD No. 2021-1 (Fairway Canyon) before CFD No. 2021-1 (Fairway Canyon) is created, and shall not supplant services already available within that territory when CFD No. 2021-1 (Fairway Canyon) is created.

TYPES OF INCIDENTAL EXPENSES

The Incidental Expenses to be paid from bond proceeds and/or special taxes include:

All costs associated with the creation of CFD No. 2021-1 (Fairway Canyon), the issuance of the Obligations, the determination of the amount of special taxes to be levied, costs incurred in order to carry out the authorized purposes of CFD No. 2021-1 (Fairway Canyon), including legal fees, fees of consultants, engineering, planning, designing and the annual costs to administer CFD No. 2021-1 (Fairway Canyon) and any Obligations.

EXHIBIT C

**RATE AND METHOD OF APPORTIONMENT FOR
COMMUNITY FACILITIES DISTRICT NO. 2021-1 (FAIRWAY CANYON)
OF THE CITY OF BEAUMONT**

The following sets forth the Rate and Method of Apportionment for the levy and collection of the Special Tax for Maintenance Services, Special Tax for Public Services and the Special Tax for Facilities in Community Facilities District No. 2021-1 (Fairway Canyon) ("CFD No. 2021-1") each Fiscal Year, in an amount determined by the City Council of the City of Beaumont through the application of the Rate and Method of Apportionment described below. All of the real property in CFD No. 2021-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

**SECTION A
DEFINITIONS**

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map or instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2021-1: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City, designee thereof, or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2021-1, or any designee thereof complying with arbitrage rebate requirements; the costs to the City, CFD No. 2021-1, or any designee thereof complying with City or major property owner disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs associated with the release of funds from an escrow account; and the costs associated with the issuance of Bonds, the City's annual administration fees, and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2021-1 for any other administrative purposes, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure, or otherwise addressing the disposition of delinquent Special Taxes.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number within the boundaries of CFD No. 2021-1.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assigned Special Tax" means the Special Tax of that name described in Section E below.

"Backup Special Tax for Facilities" means the Special Tax of that name described in Section F below.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which Special Taxes for Facilities have been pledged.

"Boundary Map" means a recorded map of CFD No. 2021-1 which indicates the boundaries of CFD No. 2021-1.

"Building Permit" means a permit for new construction for a residential dwelling or non-residential structure. For purpose of this definition, "Building Permit" shall not include permits for construction or installation, retaining walls, utility improvements, or other such improvements not intended for human habitation.

"Building Square Footage" or "BSF" means the square footage of assessable internal living space, exclusive of garages or other structures not used as living space, as determined by reference to the building permit application for such Assessor's Parcel, as determined by the CFD Administrator.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement for Facilities, the Special Tax Requirement for Maintenance Services, the Special Tax Requirement for Public Services, and providing for the levy and collection of the Special Taxes.

"CFD No. 2021-1" or "CFD" means City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon) established by the City under the Act.

"City" means the City of Beaumont.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 2021-1, or its designee.

"Consumer Price Index" or "CPI" means the Consumer Price Index published by the U.S. Bureau of Labor Statistics for "All Items for All Urban Consumers: in the Riverside-San Bernardino-Ontario area." In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index for the Riverside-San Bernardino-Ontario area.

"County" means the County of Riverside.

"Developed Property" means all Parcels of Taxable Property that are included in a Final Map that was recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied and for which a Building Permit for new construction has been issued on or prior to March 1st

preceding the Fiscal Year in which the Special Tax is being levied, as determined by the CFD Administrator.

"Dwelling Unit" means each separate residential dwelling unit that comprises an independent facility capable of conveyance or rental separate from adjacent residential dwelling units.

"Exempt Property" means all Assessor's Parcels designated as being exempt from Special Taxes as provided for in Section K, as determined by the CFD Administrator.

"Final Map" means a subdivision of property evidenced by the recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or the recordation of a condominium plan pursuant to California Civil Code 4285 that creates individual lots for which building permits may be issued without further subdivision.

"Final Map Property" means Assessor's Parcels: (i) that are included in a Final Map that was recorded prior to the January 1 preceding the Fiscal Year in which the Special Tax is being levied, and (ii) for which a Building Permit was not issued prior to March 1 preceding the Fiscal Year in which the Special Tax is being levied, as determined by the CFD Administrator.

"Fiscal Year" means the period commencing on July 1 of any year and ending the following June 30.

"Indenture" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time.

"Land Use Category" means any of the categories listed in the tables included in Section E.

"Lot" means an individual legal lot created by a Final Map for which a Building Permit could be issued.

"Maintenance Services" means the services permitted under the Act including, without limitation, street sweeping, traffic signal maintenance, the maintenance of landscaping and lighting of publicly owned parks, parkways, streets, roads and open spaces, flood and storm protection services, and the operation of storm drainage systems contained within the boundaries of CFD No. 2021-1 and the City.

"Maintenance Services (Contingent)" means the Maintenance Services described above and permitted under the Act, contained within CFD No. 2021-1 and the City, which are proposed to be maintained and paid for through the Property Owner Association, and all to which the City has been granted an easement allowing such maintenance in any Fiscal Year following a Failure to Perform as defined in Section D hereof.

"Maximum Special Tax" means the Maximum Special Tax for Facilities, the Maximum Special Tax for Maintenance Services, the Maximum Special Tax for Public Services, and the Maximum Special Tax for Maintenance Services (Contingent).

"Maximum Special Tax for Facilities" means the maximum Special Tax for Facilities, determined in accordance with Section C, which can be levied by CFD No. 2021-1 in any Fiscal Year on any Assessor's Parcel.

"Maximum Special Tax for Maintenance Services" means the maximum Special Tax for Maintenance Services, determined in accordance with Section C, which can be levied by CFD No. 2021-1 in any Fiscal Year on any Assessor's Parcel.

"Maximum Special Tax for Maintenance Services (Contingent)" means the maximum Special Tax for Maintenance Services (Contingent), determined in accordance with Section C, which can be levied by CFD No. 2021-1 on any Assessor's Parcel for any Fiscal Year following the Fiscal Year in which there is a Failure to Perform as defined in Section D hereof. The Maximum Special Tax for Maintenance Services (Contingent), if levied, will be levied on all parcels in addition to, and not in lieu of, the Maximum Special Tax for Maintenance Services.

"Maximum Special Tax for Public Services" means the maximum Special Tax for Public Services, determined in accordance with Section C, which can be levied by CFD No. 2021-1 in any Fiscal Year on any Assessor's Parcel.

"Minimum Acreage" means the smallest allowable amount of taxable acreage. For CFD No. 2021-1, it shall not be less than 62.11 acres. The minimum acreage per Zone is as follows: (i) Zone 1 – 7.87 acres, (ii) Zone 2 – 22.00 acres, (iii) Zone 3 – 15.19 acres, and (iv) Zone 4 – 17.05 acres.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a building permit was issued for any type of non-residential use, as determined by the CFD Administrator.

"Operating Fund for Maintenance Services" means a fund that shall be maintained for CFD No. 2021-1 for any Fiscal Year to pay for the actual costs of providing the Maintenance Services and the Administrative Expenses attributable to providing such Maintenance Services.

"Operating Fund for Maintenance Services (Contingent)" means a fund that shall be maintained for CFD No. 2021-1 for any Fiscal Year to pay for the actual costs of providing the Maintenance Services (Contingent) and the Administrative Expenses attributable to providing such Maintenance Services (Contingent).

"Operating Fund for Public Services" means a fund that shall be maintained for CFD No. 2021-1 for any Fiscal Year to pay for the actual costs of providing the Public Services and the Administrative Expenses attributable to providing such Public Services.

"Operating Fund Balance" means the amount of funds in the applicable Operating Fund at the end of the preceding Fiscal Year.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax for the Facilities obligation for an Assessor's Parcel, as described in Section I.

"Prepayment Amount" means the amount required to prepay the Special Tax for the Facilities obligation in full for an Assessor's Parcel, as described in Section H.

"Property Owner Association" means the Fairway Canyon Community Association, or its successors, which was formed for the purpose of marketing, selling, and managing the common interests of the homes and lots within CFD No. 2021-1.

"Property Owner's Association Property" means all Assessor's Parcels which, as of July 1st of the Fiscal Year in which the Special Tax is being levied, have been conveyed, dedicated to, or irrevocably offered for dedication to the Property Owner Association, including any master or sub-association.

"Proportionately" means for Taxable Property that is (i) Developed Property, that the ratio of the actual Special Tax levy to the Assigned Special Tax is the same for all Parcels of Developed Property, (ii) Final Map Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Final Map Property, and (iii) Undeveloped Property, Public Property, and Property Owners' Association Property, that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is the same for all Parcels of Undeveloped Property, Public Property, and Property Owners' Association Property.

"Public Property" means all Assessor's Parcels which, as of July 1st of the Fiscal Year in which the Special Tax is being levied, are used for rights-of-way or any other purpose and is owned by, dedicated to, or irrevocably offered for dedication to the federal government, the State of California, the County, or any other local jurisdiction, provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

"Public Services" means the services permitted under the Act including, without limitation, police and fire protection, ambulance and paramedic services provided within the boundaries of CFD No. 2021-1 and the City.

"Residential Floor Area" means all the square footage of living area within the perimeter of a residential dwelling unit, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The CFD Administrator shall determine the Residential Floor Area based upon the Building Permit issued for such residential dwelling unit.

"Residential Property" means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units, as determined by the CFD Administrator.

"Special Tax(es)" means the Special Tax for Facilities, the Special Tax for Maintenance Services, the Special Tax for Public Services, and the Special Tax for Maintenance Services (Contingent).

"Special Tax for Facilities" means any of the Special Taxes authorized to be levied within CFD No. 2021-1 pursuant to the Act to fund the Special Tax Requirement for Facilities.

"Special Tax for Maintenance Services" means any of the Special Taxes authorized to be levied by CFD No. 2021-1 pursuant to the Act to fund the Special Tax Requirement for Maintenance Services. Under no circumstances shall this Special Tax be eligible for prepayment of any kind.

"Special Tax for Maintenance Services (Contingent)" means any of the Special Taxes authorized to be levied by CFD No. 2021-1 pursuant to the Act to fund the Special Tax Requirement for Maintenance Services (Contingent). Under no circumstances shall this Special Tax be eligible for prepayment of any kind. The Special Tax for Maintenance Services (Contingent), if levied, will be levied on all parcels in addition to, and not in lieu of, the Special Tax for Maintenance Services.

"Special Tax for Public Services" means any of the Special Taxes authorized to be levied by CFD No. 2021-1 pursuant to the Act to fund the Special Tax Requirement for Public Services. Under no circumstances shall this Special Tax be eligible for prepayment of any kind.

"Special Tax Requirement for Facilities" means the amount required in any Fiscal Year to pay: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) the costs associated with the release of funds from an escrow account, (iv) any amount required to establish or replenish any reserve funds established in association with the Bonds, (v) the collection or accumulation of funds for the acquisition or construction of facilities authorized by CFD No. 2021-1 provided that the inclusion of such amount does not cause an increase in the levy of Special Tax for Facilities on Final Map Property or Undeveloped Property, less (vi) any amounts available to pay debt service or other periodic costs on the Bonds pursuant to any applicable bond Indenture, fiscal agent agreement, or trust agreement.

"Special Tax Requirement for Maintenance Services" means the amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2021-1 for Maintenance Services in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the (i) direct costs for Maintenance Services, (ii) amount necessary to fund an operating reserve for the costs of Maintenance Services as determined by the Administrator, and (iii) Administrative Expenses, less (iv) a credit in an amount equal to the Operating Fund Balance. Under no circumstances shall the Special Tax Requirement for Maintenance Services include funds for bonds.

"Special Tax Requirement for Maintenance Services (Contingent)" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2021-1 for Maintenance Services (Contingent) in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the (i) direct costs for Maintenance Services (Contingent), (ii) amount necessary to fund an operating reserve for the costs of Maintenance Services (Contingent) as determined by the CFD Administrator, and (iii) Administrative Expenses, less (iv) a credit in an amount equal to the Operating Fund Balance. Under no circumstances shall the Special Tax Requirement for Maintenance Services (Contingent) include funds for bonds. The Special Tax Requirement for Maintenance Services (Contingent), if initiated, will be applied to all parcels in addition to, and not in lieu of, the Special Tax Requirement for Maintenance Services.

"Special Tax Requirement for Public Services" means the amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2021-1 for Public Services in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the (i) direct costs for Public Services, (ii) amount necessary to fund an operating reserve for the costs of Public Services as determined by the Administrator, and (iii) Administrative Expenses, less (iv) a credit in an amount equal to the Operating Fund Balance. Under no circumstances shall the Special Tax Requirement for Public Services include funds for bonds.

"Taxable Property" means all Assessor's Parcels within CFD No. 2021-1, which are not Exempt Property, as determined by the CFD Administrator.

"Trustee" means the firm that holds and administers assets on behalf of CFD No. 2021-1 under and pursuant to the Indenture.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property which are not Developed Property or Final Map Property, as determined by the CFD Administrator.

"Zone(s)" means Zone 1, 2, 3, or 4 as geographically identified on the Boundary Map.

"Zone 1" means the specific geographic area as depicted on the Boundary Map.

"Zone 2" means the specific geographic area as depicted on the Boundary Map.

"Zone 3" means the specific geographic area as depicted on the Boundary Map.

"Zone 4" means the specific geographic area as depicted on the Boundary Map.

SECTION B CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2021-22, each Assessor's Parcel shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be assigned to one of the four Zones based upon its geographic location and further classified as Developed Property, Final Map Property, or Undeveloped Property. In addition, each Assessor's Parcel of Developed Property shall further be classified as Residential Property or Non-Residential Property. Lastly, Assessor's Parcels of Residential Property shall be further categorized into Land Use Categories based on the Residential Floor Area for such Assessor's Parcel.

SECTION C MAXIMUM SPECIAL TAXES

1. Developed Property

- a. The Maximum Special Tax for Facilities for each Assessor's Parcel of Residential Property that is classified as Developed Property in any Fiscal Year shall be the amount determined by the greater of (i) the application of the Assigned Special Tax for Facilities in the tables included in Section E below or (ii) the application of the Backup Special Tax for Facilities. The Maximum Special Tax for Facilities for each Assessor's Parcel of Non-Residential Property that is classified as Developed Property in any Fiscal Year shall be the Assigned Special Tax in the tables included in Section E below.
- b. The Maximum Special Tax for Maintenance Services for each Assessor's Parcel of Residential Property that is classified as Developed Property in Fiscal Year 2021-22 shall be \$205 per unit and is applicable to all four Zones. The Maximum Special Tax for Maintenance Services for each Assessor's Parcel of Non-Residential Property that is classified as Developed Property in Fiscal Year 2021-22 shall be \$1,744 per Acre and is applicable to all four Zones.

On each July 1, commencing July 1, 2022, the Maximum Special Tax for Maintenance Services for the prior Fiscal Year shall be adjusted by the greater of (i) an amount equal to the percentage change increase in the Consumer Price Index for the twelve-month period ending in January of the prior Fiscal Year or (ii) two percent (2%).

- c. The Maximum Special Tax for Maintenance Services (Contingent) for each Assessor's Parcel of Residential Property that is classified as Developed Property in Fiscal Year 2021-22 shall be \$624 per unit and is applicable to all four Zones. The Maximum Special Tax for Maintenance Services (Contingent) for each Assessor's Parcel of Non-Residential Property that is classified as Developed Property in Fiscal Year 2021-22 shall be \$5,310 per Acre and is applicable to all four Zones. The Maximum Special Tax for Maintenance Services (Contingent), if levied, will be levied on all parcels in addition to, and not in lieu of, the Maximum Special Tax for Maintenance Services.

On each July 1, commencing July 1, 2022, the Maximum Special Tax for Maintenance Services (Contingent) for the prior Fiscal Year shall be adjusted by the greater of (i) an amount equal to the percentage change increase in the Consumer Price Index for the twelve-month period ending in January of the prior Fiscal Year or (ii) two percent (2%).

- d. The Maximum Special Tax for Public Services for each Assessor's Parcel of Residential Property that is classified as Developed Property in Fiscal Year 2021-22 shall be \$509 per unit and is applicable to all four Zones.

On each July 1, commencing July 1, 2022, the Maximum Special Tax for Public Services for the prior Fiscal Year shall be adjusted by the greater of (i) an amount equal to the percentage change increase in the Consumer Price Index for the twelve-month period ending in January of the prior Fiscal Year or (ii) five percent (5%).

2. **Final Map Property**

- a. The Maximum Special Tax for Facilities for each Assessor's Parcel classified as Final Map Property shall be the Assigned Special Tax for the Zone in which the Assessor's Parcel is located as set forth in Section E below.
- b. The Maximum Special Tax for Maintenance Services for each Assessor's Parcel of Residential and Non-Residential Property that is classified as Final Map Property in Fiscal Year 2021-22 shall be \$1,744 per Acre and is applicable to all four Zones.

On each July 1, commencing July 1, 2022, the Maximum Special Tax for Maintenance Services for the prior Fiscal Year shall be adjusted by the greater of (i) an amount equal to the percentage change increase in the Consumer Price Index for the twelve-month period ending in January of the prior Fiscal Year or (ii) two percent (2%).

- c. The Maximum Special Tax for Maintenance Services (Contingent) for each Assessor's Parcel of Residential and Non-Residential Property that is classified as Final Map Property in Fiscal Year 2021-22 shall be \$5,310 per Acre and is applicable to all four Zones. The Maximum Special Tax for Maintenance Services (Contingent), if levied, will be levied on all parcels in addition to, and not in lieu of, the Maximum Special Tax for Maintenance Services.

On each July 1, commencing July 1, 2022, the Maximum Special Tax for Maintenance Services (Contingent) for the prior Fiscal Year shall be adjusted by the greater of i) an amount equal to the percentage change increase in the Consumer Price Index for the twelve-month period ending in January of the prior Fiscal Year or ii) two percent (2%).

- d. Final Map Property shall not be subject to the Maximum Special Tax for Public Services.

3. Undeveloped Property

- a. The Maximum Special Tax for Facilities for each Assessor's Parcel classified as Undeveloped Property shall be the Assigned Special Tax for the Zone in which the Assessor's Parcel is located as set forth in Section E below.
- b. Undeveloped Property shall not be subject to the Maximum Special Tax for Maintenance Services or the Maximum Special Tax for Maintenance Services (Contingent).
- c. Undeveloped Property shall not be subject to the Maximum Special Tax for Public Services.

SECTION D AUTHORITY TO LEVY SPECIAL TAX FOR MAINTENANCE SERVICES (CONTINGENT)

The City Council may levy the Special Tax for Maintenance Services (Contingent), applicable to all four Zones, commencing in the first Fiscal Year following the occurrence of any of the following events (each such event, a **“Failure to Perform”**):

- a. the Property Owner Association files a voluntary petition in bankruptcy or the approval by a court of competent jurisdiction of a petition applicable to the Property Owner Association of any proceedings instituted under the Federal Bankruptcy Code, as amended;
- b. the Property Owner Association is dissolved;
- c. the Property Owner Association fails to levy annual assessments sufficient to fund (i) the maintenance for the then Property Owner Association owned and/or Property Owner Association maintained Maintenance Services (Contingent) or (ii) the replacement of such facilities related to the Maintenance Services (Contingent) in accordance with (A) the requirements of the then current reserve funding plan of the Property Owner Association performed pursuant to California Civil Code Section 5550 or (B) if California Civil Code 5550 is no longer applicable, the requirements of the then applicable law and/or regulations governing the Property Owner Association's requirements to budget for and finance such replacement; or
- d. the Property Owner Association fails to maintain the Maintenance Services at the same level as defined within the Property Owner Association landscape maintenance specifications.

In the event of the occurrence of a Failure to Perform described in “c.” or “d.” above, the City shall give the Property Owner Association written notice of such event. If such Failure to Perform is reasonably capable of being cured within sixty (60) days from the date of such notice, the Property Owner Association shall have such period of time to cure such Failure to Perform prior to the levy by the City Council of Special Tax for Maintenance Services (Contingent). If such Failure to Perform is such that it is reasonably capable of being cured, but not within such sixty (60) day period and the Property Owner Association (i) initiates corrective action within such sixty (60) day period, and (ii) diligently, continually, and in good faith works to effect a cure of such Failure to Perform as soon as possible, then the Property Owner Association shall have such additional time, as is reasonably

necessary, to cure such Failure to Perform prior to the levy by the City Council of Special Tax for Maintenance Services (Contingent).

The City Council may suspend the levy of Special Tax for Maintenance Services (Contingent) if the Property Owner Association has cured the Failure to Perform to the satisfaction of the City Council and the Property Owner Association has agreed to such conditions as the City Council may find necessary to minimize the occurrence of such Failure to Perform in the future. In the event the City Council initiates the Special Tax for Maintenance Services (Contingent), it will apply to all taxable parcels in addition to, and not in lieu of, the Special Tax for Maintenance Services.

**SECTION E
ASSIGNED SPECIAL TAX FOR FACILITIES**

1. Developed Property

Each Fiscal Year, beginning with Fiscal Year 2021-22, each Assessor’s Parcel of Developed Property shall be subject to an Assigned Special Tax. The Assigned Special Tax applicable to an Assessor's Parcel of Developed Property for any Fiscal Year shall be determined pursuant to Tables 1 - 4 below based upon the Zone in which the Assessor's Parcel is located.

**TABLE 1
ASSIGNED SPECIAL TAX RATES FOR FACILITIES
FOR DEVELOPED PROPERTY WITHIN ZONE 1**

Land Use Category	Building Square Footage	Assigned Special Tax
Residential Property	Less than 1,801	\$1,745 per Dwelling Unit
Residential Property	1,801 – 2,000	\$1,845 per Dwelling Unit
Residential Property	2,001 – 2,200	\$1,945 per Dwelling Unit
Residential Property	2,201 – 2,400	\$2,045 per Dwelling Unit
Residential Property	2,401 – 2,600	\$2,145 per Dwelling Unit
Residential Property	2,601 – 2,800	\$2,245 per Dwelling Unit
Residential Property	Greater than 2,800	\$2,345 per Dwelling Unit
Non-Residential Property	N/A	\$18,347 per Acre

**TABLE 2
ASSIGNED SPECIAL TAX RATES FOR FACILITIES
FOR DEVELOPED PROPERTY WITHIN ZONE 2**

Land Use Category	Building Square Footage	Assigned Special Tax
Residential Property	Less than 1,801	\$1,545 per Dwelling Unit
Residential Property	1,801 – 2,000	\$1,645 per Dwelling Unit
Residential Property	2,001 – 2,200	\$1,745 per Dwelling Unit
Residential Property	2,201 – 2,400	\$1,845 per Dwelling Unit
Residential Property	2,401 – 2,600	\$1,945 per Dwelling Unit
Residential Property	2,601 – 2,800	\$2,045 per Dwelling Unit
Residential Property	Greater than 2,800	\$2,145 per Dwelling Unit
Non-Residential Property	N/A	\$16,210 per Acre

**TABLE 3
ASSIGNED SPECIAL TAX RATES FOR FACILITIES
FOR DEVELOPED PROPERTY WITHIN ZONE 3**

Land Use Category	Building Square Footage	Assigned Special Tax
Residential Property	Less than 1,401	\$1,840 per Dwelling Unit
Residential Property	1,401 – 1,600	\$1,930 per Dwelling Unit
Residential Property	1,601 – 1,800	\$2,020 per Dwelling Unit
Residential Property	1,801 – 2,000	\$2,110 per Dwelling Unit
Residential Property	2,001 – 2,200	\$2,200 per Dwelling Unit
Residential Property	2,201 – 2,400	\$2,290 per Dwelling Unit
Residential Property	Greater than 2,400	\$2,380 per Dwelling Unit
Non-Residential Property	N/A	\$19,194 per Acre

**TABLE 4
ASSIGNED SPECIAL TAX RATES FOR FACILITIES
FOR DEVELOPED PROPERTY WITHIN ZONE 4**

Land Use Category	Building Square Footage	Assigned Special Tax
Residential Property	Less than 1,401	\$1,640 per Dwelling Unit
Residential Property	1,401 – 1,600	\$1,730 per Dwelling Unit
Residential Property	1,601 – 1,800	\$1,820 per Dwelling Unit
Residential Property	1,801 – 2,000	\$1,910 per Dwelling Unit
Residential Property	2,001 – 2,200	\$2,000 per Dwelling Unit
Residential Property	2,201 – 2,400	\$2,090 per Dwelling Unit
Residential Property	Greater than 2,400	\$2,180 per Dwelling Unit
Non-Residential Property	N/A	\$14,991 per Acre

2. Final Map Property and Undeveloped Property

Each Fiscal Year, beginning with Fiscal Year 2021-22, each Assessor's Parcel of Final Map Property and Undeveloped Property shall be subject to an Assigned Special Tax. The Assigned Special Tax applicable to an Assessor's Parcel of Final Map Property and Undeveloped Property for any Fiscal Year shall be determined pursuant to the rate per Acre below for the Zone in which the Assessor's Parcel is located:

1. Zone 1 rate per Acre - \$18,347
2. Zone 2 rate per Acre - \$16,210
3. Zone 3 rate per Acre - \$19,194
4. Zone 4 rate per Acre - \$14,991

SECTION F BACKUP SPECIAL TAX FOR FACILITIES

When a Final Map is recorded, the CFD Administrator shall determine which Zone the Final Map area lies within and the Backup Special Tax for a Parcel classified or to be classified as Residential Property within such Final Map shall be determined by multiplying the Undeveloped Property Maximum Special Tax rate per Acre for the applicable Zone by the total Acreage of Taxable Property within such Final Map, excluding the Acreage associated with Non-Residential Property, Public Property and/or Property Owners' Association Property that is not Exempt Property pursuant to Section J and dividing such amount by the number of Parcels within such Final Map classified as either (i) Developed Property or (ii) Final Map Property for which a Building Permit is expected to be issued for Residential Property (i.e., the number of residential lots).

Notwithstanding the forgoing, if Parcels classified or to be classified as Residential Property are subsequently changed or modified by recordation of a lot line adjustment or similar instrument, then the Backup Special Tax shall be recalculated for the area that has been changed or modified using the methodology described in the preceding paragraph.

The Backup Special Tax shall not apply to Non-Residential Property, Public Property, or Property Owners' Association Property.

SECTION G METHOD OF APPORTIONMENT OF THE SPECIAL TAXES

1. Commencing with Fiscal Year 2021-22 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes for Facilities on all Taxable Property until the amount of Special Tax for Facilities equals the Special Tax Requirement for Facilities in accordance with the following steps:

Step One: The Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax for Facilities rates in the table included in Section E as needed to satisfy the Special Tax Requirement for Facilities.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first step has been completed, the Special Tax for Facilities shall be levied

Proportionately on each Assessor’s Parcel of Final Map Property, at up to 100% of the Assigned Special Tax for Facilities applicable to each such Assessor’s Parcel as needed to satisfy the Special Tax Requirement for Facilities.

Step Three: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first two steps have been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor’s Parcel of Undeveloped Property, at up to 100% of the Assigned Special Tax for Facilities applicable to each such Assessor’s Parcel as needed to satisfy the Special Tax Requirement for Facilities.

Step Four: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first three steps have been completed, then for each Assessor's Parcel of Developed Property whose Maximum Special Tax for Facilities is the Backup Special Tax, the Special Tax for Facilities shall be increased Proportionately from the Assigned Special Tax for Facilities up to 100% of the Backup Special Tax for Facilities as needed to satisfy the Special Tax Requirement for Facilities.

Step Five: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first four steps have been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor’s Parcel of Property Owner's Association Property found not to be exempt pursuant to Section K and each Assessor’s Parcel of Public Property found not to be exempt pursuant to Section K, at up to 100% of the Maximum Special Tax for Facilities applicable to each such Assessor’s Parcel as needed to satisfy the Special Tax Requirement for Facilities.

2. Commencing with Fiscal Year 2021-22 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes for Maintenance Services on all Taxable Property until the amount of Special Tax for Maintenance Services equals the Special Tax Requirement for Maintenance Services in accordance with the following steps:

Step One: The Special Tax for Maintenance Services shall be levied Proportionately on each Assessor’s Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax for Maintenance Services as needed to satisfy the Special Tax Requirement for Maintenance Services.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement for Maintenance Services after the first step has been completed, the Special Tax for Maintenance Services shall be levied Proportionately on each Assessor’s Parcel of Final Map Property, at up to 100% of the Maximum Special Tax for Maintenance Services applicable to each such Assessor’s Parcel as needed to satisfy the Special Tax Requirement for Maintenance Services.

3. Commencing with Fiscal Year 2021-22 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes for Public Services on all Taxable Property until the amount of the Special Tax for Public Services equals the Special Tax Requirement for Public Services in accordance with the following steps:

Step One: The Special Tax for Public Services shall be levied Proportionately on each Assessor’s Parcel of Developed Property at up to 100% of the applicable Maximum

Special Tax for Public Services as needed to satisfy the Special Tax Requirement for Public Services.

4. In the first Fiscal Year that the Special Taxes for Maintenance Services (Contingent) is levied and in any subsequent Fiscal Year, the City Council shall levy Special Taxes for Maintenance Services (Contingent) on all Taxable Property until the amount of Special Tax for Maintenance Services (Contingent) equals the Special Tax Requirement for Maintenance Services (Contingent) in accordance with the following steps:

Step One: The Special Tax for Maintenance Services (Contingent) shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax for Maintenance Services (Contingent) as needed to satisfy the Special Tax Requirement for Maintenance Services (Contingent).

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement for Maintenance Services (Contingent) after the first step has been completed, the Special Tax for Maintenance Services (Contingent) shall be levied Proportionately on each Assessor's Parcel of Final Map Property, at up to 100% of the Maximum Special Tax for Maintenance Services (Contingent) applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Maintenance Services (Contingent).

Under no circumstances will the Special Tax for Facilities, the Special Tax for Maintenance Services, the Special Tax for Maintenance Services (Contingent), or the Special Tax for Public Services levied against any Assessor's Parcel used as a private residence be increased as a consequence of delinquency or default by the owner of any other Assessor's Parcel or Parcels within the CFD by more than ten percent (10%) of the Special Tax that would have been levied in that Fiscal Year, had there never been any such delinquencies or defaults, pursuant to California Government Code Section 53321(d), as in effect on the date of formation of CFD No. 2021-1.

SECTION H PREPAYMENT OF SPECIAL TAX FOR FACILITIES

The following additional definitions apply to this Section H:

“CFD Public Facilities” means \$13,460,835 or such lesser amount as determined by the CFD Administrator, expressed in 2021 dollars, which shall increase by the Construction Inflation Index on January 1, 2022, and on each January 1 thereafter, or such lower amount (i) shall be determined by the City as sufficient to provide the public facilities under the authorized bonding program for CFD No. 2021-1, or (ii) determined by the City Council concurrently with a covenant that it will not issue any more Bonds to be supported by Special Taxes levied under this Rate and Method of Apportionment.

“Construction Fund” means an account specifically identified in the Indenture or functionally equivalent to hold funds, which are currently available for expenditure to acquire or construct public facilities eligible under CFD No. 2021-1.

“**Construction Inflation Index**” means the annual percentage change in the Engineering News-Record Building Cost Index for the city of Los Angeles, measured as of the Calendar Year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

“**Future Facilities Costs**” means the CFD Public Facilities minus public facility costs available to be funded through existing construction or escrow accounts that have been funded by the Outstanding Bonds, and minus public facility costs funded by interest earnings on the Construction Fund actually earned prior to the date of prepayment.

“**Outstanding Bonds**” means all previously issued Bonds issued and secured by the levy of Special Taxes for Facilities which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Special Taxes for Facilities.

The Special Tax for Facilities obligation of an Assessor's Parcel of Developed Property, an Assessor’s Parcel of Final Map Property, Undeveloped Property for which a building permit has been issued, or an Assessor’s Parcel of Undeveloped Property may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor’s Parcel at the time the Special Tax for Facilities obligation would be prepaid. The Prepayment Amount for an Assessor’s Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor’s Parcel intending to prepay the Special Tax for Facilities obligation shall provide the City with written notice of intent to prepay, and within five (5) days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 2021-1 in calculating the proper amount of a prepayment. Within fifteen (15) days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor’s Parcel.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	<u>Reserve Fund Credit</u>
equals	Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For Assessor’s Parcels of Developed Property, compute the Assigned Special Tax for Facilities and the Backup Special Tax for Facilities applicable to the Assessor’s Parcel. For Assessor’s Parcels of Final Map Property or Undeveloped Property, compute the Assigned Special Tax for Facilities and the Backup Special Tax for

Facilities as though it was already designated as Developed Property based upon the building permit issued or to be issued for that Assessor's Parcel.

2. For each Assessor's Parcel of Developed Property, Final Map Property, or Undeveloped Property to be prepaid, (a) divide the Assigned Special Tax for Facilities computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Assigned Special Tax for Facilities applicable to all Assessor's Parcels of Taxable Property at buildout, as reasonably determined by the CFD Administrator, and (b) divide the Backup Special Tax for Facilities computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Backup Special Tax for Facilities applicable to all Assessor's Parcels of Taxable Property at buildout, as reasonably determined by the CFD Administrator.
3. Multiply the larger quotient computed pursuant to paragraph 2(a) or 2(b) by the Outstanding Bonds. The product shall be the "Bond Redemption Amount".
4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."
5. Compute the Future Facilities Cost.
6. Multiply the larger quotient computed pursuant to paragraph 2(a) or 2(b) by the amount determined pursuant to paragraph 5 to determine the Future Facilities Cost to be prepaid (the "Future Facilities Amount"). Notwithstanding the foregoing, the Future Facilities Amount shall in no event be less than 0.
7. Compute the amount needed to pay interest on the Bond Redemption Amount, the Redemption Premium, and the Reserve Fund Credit (see step 11) to be redeemed with the proceeds of the Prepayment Amount until the earliest redemption date for the Outstanding Bonds.
8. Estimate the amount of interest earnings to be derived from the reinvestment of the Bond Redemption Amount plus the Redemption Premium until the earliest call date for the Outstanding Bonds.
9. Subtract the amount computed pursuant to paragraph 8 from the amount computed pursuant to paragraph 7. This difference is the "Defeasance."
10. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."
11. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirements, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirements in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable

reserve funds on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than 0.

- 12. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit.

With respect to a Special Tax for Facilities obligation that is prepaid pursuant to this Section H, the City Council shall indicate in the records of CFD No. 2021-1 that there has been a prepayment of the Special Tax for Facilities obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax for Facilities obligation and the release of the Special Tax for Facilities lien on such Assessor’s Parcel and the obligation of such Assessor’s Parcel to pay such Special Taxes for Facilities shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax for Facilities that may be levied on Taxable Property in each future Fiscal Year, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

**SECTION I
PARTIAL PREPAYMENT OF SPECIAL TAX FOR FACILITIES**

The Special Tax for Facilities obligation of an Assessor's Parcel of Developed Property, or an Assessor’s Parcel of Final Map Property, or Undeveloped Property for which a building permit has been issued and will be classified as Developed Property in the next Fiscal Year, as calculated in this Section I below, may be partially prepaid, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor’s Parcel at the time the Special Tax for Facilities obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = P_H \times F$$

- The terms above have the following meanings:
- PP = the Partial Prepayment Amount.
- P_H = the Prepayment Amount calculated according to Section H.
- F = the percent by which the owner of the Assessor’s Parcel is partially prepaying the Special Tax for Facilities obligation.

With respect to any Assessor’s Parcel that is partially prepaid, the City Council shall indicate in the record of CFD No. 2021-1 that there has been a partial prepayment of the Special Tax for Facilities obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax for Facilities obligation, to indicate the partial prepayment of the Special Tax for Facilities obligation and the partial release of the

Special Tax for Facilities lien on such Assessor’s Parcel, and the obligation of such Assessor’s Parcel to pay such prepaid portion of the Special Tax for Facilities shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax for Facilities that may be levied on Taxable Property in each future Fiscal Year after such partial prepayment, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

**SECTION J
TERMINATION OF SPECIAL TAX**

For each Fiscal Year that any Bonds are outstanding the Special Tax for Facilities shall be levied on all Assessor’s Parcels subject to the Special Tax for Facilities. If any delinquent Special Tax for Facilities remain uncollected prior to or after all Bonds are retired, the Special Tax for Facilities may be levied to the extent necessary to reimburse CFD No. 2021-1 for uncollected Special Taxes for Facilities associated with the levy of such Special Taxes for Facilities, but no later than 2061-62 Fiscal Year. The Special Tax for Maintenance Services, the Special Tax for Maintenance Services (Contingent), and the Special Tax for Public Services shall be levied as long as each is needed to meet the Special Tax Requirement for Maintenance Services, the Special Tax Requirement for Maintenance Services (Contingent), and the Special Tax Requirement for Public Services, respectively, as determined at the sole discretion of the City Council.

**SECTION K
EXEMPTIONS**

The City shall classify as Exempt Property (i) Assessor’s Parcels defined as Public Property, (ii) Assessor’s Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) Assessor’s Parcels used exclusively by a Property Owner's Association, or (iv) Assessor’s Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement. Notwithstanding the above, the City Council shall not classify an Assessor’s Parcel as Exempt Property within a Zone if such classification would reduce the sum of the Taxable Property to less than the Minimum Acreage for that Zone. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of the Taxable Property to less than the Minimum Acreage per Zone will continue to be classified as Taxable Property, and will continue to be subject to Special Taxes accordingly.

Tax-exempt status will be assigned by the CFD Administrator in chronological order. If an Assessor's Parcel's classification is changed after the initial status is assigned, then its tax-exempt status will be revoked.

**SECTION L
APPEALS**

Any taxpayer may file a written appeal of the Special Taxes on his/her Assessor’s Parcel(s) with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the

appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall take any of the following actions, in order of priority, in order to correct the error:

- (i) amend the Special Tax levy for the current Fiscal Year prior to the payment date;
- (ii) require the CFD to reimburse the taxpayer the amount of the overpayment to the extent of the available funds of CFD No. 2021-1; or
- (iii) grant a credit against, eliminate or reduce the future Special Taxes levied on the taxpayer's property within CFD No. 2021-1 in the amount of the overpayment provided that the CFD Administrator can certify there are sufficient Special Taxes to pay for the Special Tax Requirements for Facilities.

SECTION M MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes, provided, however, that CFD No. 2021-1 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

SECTION N INTERPRETATIONS

The City Council may interpret this Rate and Method of Apportionment of Special Tax by ordinance or resolution for purposes of clarifying any vagueness or ambiguity. Any decision of the City Council shall be final and binding as to all persons.

RESOLUTION NO. _____**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, DECLARING ITS INTENTION TO INCUR BONDED INDEBTEDNESS WITHIN CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2021-1 (FAIRWAY CANYON)**

WHEREAS, upon receipt of a petition (the “Formation Petition”) as provided in Section 53339.2 of the Mello Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the “Act”), the City Council of the City of Beaumont, California (the “City Council”) instituted proceedings to establish the City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon) (the “Community Facilities District”) with boundaries coterminous with the property described in Exhibit A to Resolution No. ____ (the “Resolution of Intention”) adopted on April 20, 2021 (the “Property”). The Resolution of Intention stated the City Council’s intention to establish the Community Facilities District and to finance (1) the purchase, construction, expansion, improvement or rehabilitation of the facilities described in Exhibit B to the Resolution of Intention, including all furnishings, equipment and supplies related thereto and certain development impact fees that are to be used by the City to construct infrastructure (collectively, the “Facilities”), (2) the services described in Exhibit B to the Resolution of Intention (collectively, the “Services”), and (3) the incidental expenses to be incurred in connection with financing the Facilities and forming the Community Facilities District and administering the Community Facilities District (the “Incidental Expenses”); and

WHEREAS, the Property consists of territory that is currently located within Improvement Area No. 19D of City of Beaumont Community Facilities District No. 93-1 (“Improvement Area No. 19D”) and Improvement Area No. 19F of City of Beaumont Community Facilities District No. 93-1 (“Improvement Area. No 19F”); and

WHEREAS, pursuant to the Formation Petition, an owner of the Property within Improvement Area No. 19D and Improvement Area No. 19F requested that the City of Beaumont begin proceedings to dissolve Improvement Area No. 19D and Improvement Area No. 19F, which proceedings should be contingent upon the successful formation of the Community Facilities District; and

WHEREAS, the City Council estimates that the amount required to finance the Facilities and Incidental Expenses is approximately \$19,500,000 for the Community Facilities District; and

WHEREAS, in order to finance the Facilities and Incidental Expenses, the City Council intends to authorize the issuance of bonds in an amount not to exceed \$19,500,000 for the Community Facilities District, the repayment of which is to be secured by special taxes levied in accordance with Section 53328 of the Act on all property in the Community Facilities District, other than those properties exempted from taxation in the rate and method of apportionment set forth in Exhibit C to the Resolution of Intention;

NOW, THEREFORE, the City Council of the City of Beaumont DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. It is necessary to incur bonded indebtedness in one or more series within the boundaries of the Community Facilities District in an aggregate amount not to exceed \$19,500,000 in order to finance certain of the costs of the Facilities and Incidental Expenses, as permitted by the Act.

SECTION 3. The indebtedness will be incurred for the purpose of financing the costs of the Facilities and the Incidental Expenses, including, but not limited to, the funding of reserve funds for the bonds, the financing of costs associated with the issuance of the bonds and all other costs and expenses necessary to finance the Facilities which are permitted to be financed pursuant to the Act.

SECTION 4. It is the intent of the City Council to authorize the sale of bonds in one or more series, which bonds may be issued to fund Facilities costs and Incidental Expenses in the maximum aggregate amount set forth in Section 2, and which bonds may bear interest at a rate not in excess of the maximum rate permitted by law at the time that the bonds are issued. The term of the bonds of each series shall be determined pursuant to a resolution of this City Council authorizing the issuance of the bonds of such series, but such term shall in no event exceed 40 years from the date of issuance of the bonds of such series, or such longer term as is then permitted by law.

SECTION 5. A combined public hearing (the “Hearing”) on the proposed debt issue and the levy of special taxes shall be held at 7:00 p.m. or as soon thereafter as practicable, on June 1, 2021, at the City Council’s Chambers, 550 East 6th Street, Beaumont, California.

SECTION 6. At the time and place set forth in this Resolution for the Hearing, any interested persons, including all persons owning land or registered to vote within the proposed Community Facilities District, may appear and be heard.

SECTION 7. The City Clerk is hereby directed to publish a notice of the Hearing (the “Notice”) pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of the proposed Community Facilities District. Such publication shall be completed at least seven days prior to the date of the Hearing. The City Clerk is further directed to mail a copy of the Notice to each of the landowners within the boundaries of the proposed Community Facilities District therein at least 15 days prior to the Hearing.

PASSED, APPROVED and ADOPTED this 20th day of April, 2021.

Mike Lara, Mayor

I, Steven Mehlman, City Clerk of the City of Beaumont, do hereby certify that the foregoing Resolution was passed and adopted at a regular meeting of the City Council of the City of Beaumont held on the 20th day of April, 2021, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAINED:

ATTEST: _____
Steven Mehlman, City Clerk

**REIMBURSEMENT AGREEMENT
FOR CITY OF BEAUMONT
COMMUNITY FACILITIES DISTRICT NO. 2021-1 (FAIRWAY CANYON)**

THIS REIMBURSEMENT AGREEMENT FOR CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2021-1 (FAIRWAY CANYON) (the “Agreement”) dated as of April 1, 2021 is entered into by and between the City of Beaumont, a general law city duly organized and validly existing under the laws of the State of California (the “City”), and SDC Fairway Canyon, LLC, a Delaware limited liability company (the “Owner”).

RECITALS

A. The Owner desires to dissolve Improvement Area No. 19D of City of Beaumont Community Facilities District No. 93-1 (“Improvement Area No. 19D”), to dissolve Improvement Area No. 19F of the City of Beaumont Community Facilities District No. 93-1 (“Improvement Area No. 19F”) and to form the City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon) (the “District”) for the purpose of financing various facilities and services required as a condition of developing a residential community consisting of single-family residential dwelling units and other uses (the “Development”). The authorized list of facilities (the “Facilities”) and services (the “Services”) that may be financed by the District is described in Exhibit B to Resolution No. _____ (the “Resolution of Intention”) adopted on April 10, 2021.

B. Pursuant to Government Code Section 53314.9, the City Council is authorized to accept advances of funds or work-in-kind from any source, including, but not limited to, private persons or private entities, and may provide, by resolution, for the use of those funds or that work-in-kind for any authorized purpose, including, but not limited to, paying any costs incurred by the local agency and creating a district. The legislative body may also enter into an agreement, by resolution, with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced or to reimburse the person or entity for the cost or value of the work-in-kind, provided that certain conditions are met. The conditions to be satisfied require that (1) the proposal to repay the funds or the value or cost of the work-in-kind must be included in the resolution of intention for the proposed district and in the resolution of formation for the proposed district, (2) that any proposed special tax is approved by the qualified electors of the district pursuant to the Mello Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the “Act”) and that, if not approved, any funds which have not been committed for any authorized purpose by the time of the election must be returned to the person or entity advancing funds, and (3) any work-in-kind accepted shall have been performed or constructed as if the work had been performed or constructed under the direction and supervision, or under the authority, of the local agency. The conditions set forth in (1) and (2) above have been satisfied with the formation of the District.

C. The City and the Owner desire to enter into this Agreement in accordance with Government Code Section 53314.9 in order to provide a mechanism by which the Owner may advance certain costs related to the Facilities and Services to be financed by the District and to provide that the District, when and if bonds are issued and/or special tax revenues are available, will reimburse the Owner for the amounts advanced.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. Recitals. Each of the above recitals is incorporated herein and is true and correct.
2. Deposit and Use of Funds.

(a) The City has received a petition from the owner of at least 10% of the territory within the District requesting to establish the District and simultaneously dissolve Improvement Area No. 19D and Improvement Area No. 19F. In accordance therewith, the City has adopted the Resolution of Intention for the purpose of initiating the process of forming the District pursuant to the Act and expects to begin proceedings to dissolve Improvement Area No. 19D and improvement Area No. 19F. The dissolution of Improvement Area No. 19D and Improvement Area No. 19F shall be subject to the formation of the District, the approval of the rate and method of apportionment for the District, and the approval of the issuance of the bonded indebtedness by the eligible voters therein.

(b) In order to assist the City in establishing the District, the Owner has advanced \$50,000 to the City for the purpose of covering expenses relating thereto. In addition to costs incurred by the City (including City staff time) in resolving issues relating to the formation of the District, this Agreement shall cover the costs of retaining the necessary consultants to assist in the formation of the District, including an engineer, special tax consultant, financial advisor, special counsel and other consultants deemed necessary by the City.

(c) In addition to the initial advance of \$50,000, from time to time, the Owner shall make additional advances to the City within 15 days following receipt from the City of a written request for an additional advance to cover such costs. In the event the Owner does not deliver the requested amount to the City within such 15-day period, the City will have no obligation to proceed with the issuance of bonds unless and until such additional advance is received. The Owner shall have the right to notify the City at any time, in writing, of its desire to have the City abandon the proceedings for the formation of the District. Upon receipt of such notice, the City shall instruct its consultants to cease work as soon as practicable. The Owner shall be responsible to pay all costs and expenses incurred by the City or any City consultant or advisor relating to the formation of the District until work with respect to the bond issuance ceases following the receipt of the Owner's notice of abandonment.

(d) The City will provide written notice to the Owner when the balance of the remaining advance is reduced to \$5,000. The City will provide to the Owner on request a summary of how the advances have been spent and the unexpended balance remaining. The amounts advanced by the Owner will be reimbursable to the Owner, without interest, from the proceeds of bonds issued by the District and/or from special tax revenues collected from the District. In the event that bonds are not issued to provide a source of reimbursement to the Owner or special tax revenues are unavailable to provide a source of reimbursement to the Owner, the City shall have no liability to the Owner to reimburse it for any of amounts previously advanced by the Owner and expended by the City.

3. Reimbursement Procedure. In accordance with Government Code Section 53314.9, the Owner agrees that any work-in-kind to be performed by or on behalf of it and to be accepted by the District or the City shall be performed or constructed as if the work had been performed or constructed under the direction and supervision, or under the authority, of the City. In the event such work is not so performed or constructed, the Owner shall not be entitled to reimbursement for such work. It is the intention of the parties to make any work that is undertaken or expenses that are incurred by or on behalf of the Owner with respect to the Facilities eligible for reimbursement. It is agreed that any “cost” or “incidental expense” (as those terms are defined in Government Code Section 53317) incurred with respect to any of the Facilities shall be eligible for reimbursement. Any such costs or incidental expenses will be reimbursed only if all City policies with respect to reimbursement have been satisfied as of the date that reimbursement is to be made.

4. Abandonment of Bond Issuance or Special Tax Levy. The Owner understands that the issuance of bonds as described herein is subject to sound municipal finance practices. No provision of this Agreement shall be construed as a promise, warranty or agreement by the City to issue bonds or levy special taxes within the District. This Agreement shall not create any independent obligation of the City or the District to issue bonds or to levy special taxes.

5. Notices. Any notice to be provided pursuant to this Agreement shall be delivered to the following addresses:

Owner: SDC Fairway Canyon, LLC
4131 S. Main Street
Santa Ana, CA 92707
Attention: Dale Strickland

with a copy to: Argent Management
4131 S. Main Street
Santa Ana, CA 92707
Attention: Rob Starkman

City: City of Beaumont
550 East 6th Street
Beaumont, California 92223
Attention: City Manager

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other party.

6. Assignment. The Owner may not assign its interest in this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld.

7. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent permitted by law.

8. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters provided for herein.

9. Amendments. This Agreement may be amended or modified only by written instrument signed by all parties.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

11. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

12. No Third Party Beneficiaries. No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City, the District and the Owner, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

13. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

14. Termination. The provisions of Section 2 of this Agreement shall terminate and be of no further force and effect on the earlier of (i) the date of issuance of the first series of bonds or (ii) September 1, 2025 unless expressly amended by the parties. Notwithstanding the forgoing, the Owner's obligations under Section 5 shall survive the termination and the City's obligation to provide reimbursement in accordance with Section 3 for expenses incurred prior to the termination date shall also survive termination.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF BEAUMONT, CALIFORNIA

By: _____
City Manager

SDC FAIRWAY CANYON, LLC,
a Delaware limited liability company

By: _____
Dale Strickland
Authorized Signatory

PETITION TO THE CITY COUNCIL OF THE CITY OF BEAUMONT REQUESTING INSTITUTION OF PROCEEDINGS FOR ESTABLISHMENT OF A COMMUNITY FACILITIES DISTRICT TO BE DESIGNATED CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2021-1 (FAIRWAY CANYON), THE DISSOLUTION OF IMPROVEMENT AREA NO. 19D OF CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 93-1, AND THE DISSOLUTION OF IMPROVEMENT AREA NO. 19F OF CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 93-1

1. The undersigned (the "Owner") is the Owner of more than 10% of the land depicted in Exhibit A hereto (the "Property"), which Property is expected to be included within the boundaries of a community facilities district proposed to be established by the City of Beaumont (the "City") as depicted in Exhibit A hereto. The Property is located entirely within the boundaries of the City and includes the entirety of one or more legal parcels of land.

2. The Owner requests that the City Council of the City (the "City Council") institute proceedings to establish a community facilities district to be known as "City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon)" (referred to herein as "CFD No. 2021-1") with the boundaries depicted in Exhibit A, pursuant to Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, Title 5, of the Government Code of the State of California, commonly known as the "Mello-Roos Community Facilities Act of 1982", to include all of the Property.

3. The Property consists of territory that is currently located within Improvement Area No. 19D of City of Beaumont Community Facilities District No. 93-1 ("Improvement Area No. 19D") and Improvement Area No. 19F of City of Beaumont Community Facilities District No. 93-1 ("Improvement Area No. 19F"), and the Owner requests that the City begin proceedings to dissolve Improvement Area No. 19D and Improvement Area No. 19F, which proceedings should be contingent upon the successful formation of CFD No. 2021-1.

4. The Owner requests that the proposed CFD No. 2021-1 be used to finance the construction, purchase, modification, expansion, improvement or rehabilitation of the facilities more particularly described in Exhibit B hereto, and all appurtenances and appurtenant work in connection with the foregoing (collectively, the "Facilities"), certain services to be provided within CFD No. 2021-1 as described in Exhibit B hereto and to finance the incidental expenses to be incurred as listed in Exhibit B hereto.

5. The Owner requests that the City Council authorize the issuance of bonds for CFD No. 2021-1 in a principal amount not to exceed \$19,500,000 (the "Obligations"). The Owner further requests that the City Council authorize the levy of special taxes in CFD No. 2021-1 to pay the costs of the Facilities and the incidental costs described in paragraph 4 above and to pay principal of, interest and premium, if any, on the bonds of CFD No. 2021-1 in order to contribute to the financing of the Facilities and incidental costs described in paragraph 4 above for CFD No. 2021-1.

6. The Owner requests that, upon the sale of bonds, the City Council, as the legislative body of CFD No. 2021-1, annually levy special taxes on the taxable property within CFD No. 2021-1 in accordance with the Rate and Method of Apportionment attached hereto as Exhibit C ("RMA") for the construction and acquisition of the Facilities, for the payment of the aggregate amount of principal

of and interest owing on the bonds in CFD No. 2021-1 in each year, including the maintenance of reserves therefor, and for the payment of administrative expenses of CFD No. 2021-1.

Dated: 4/8, 2021

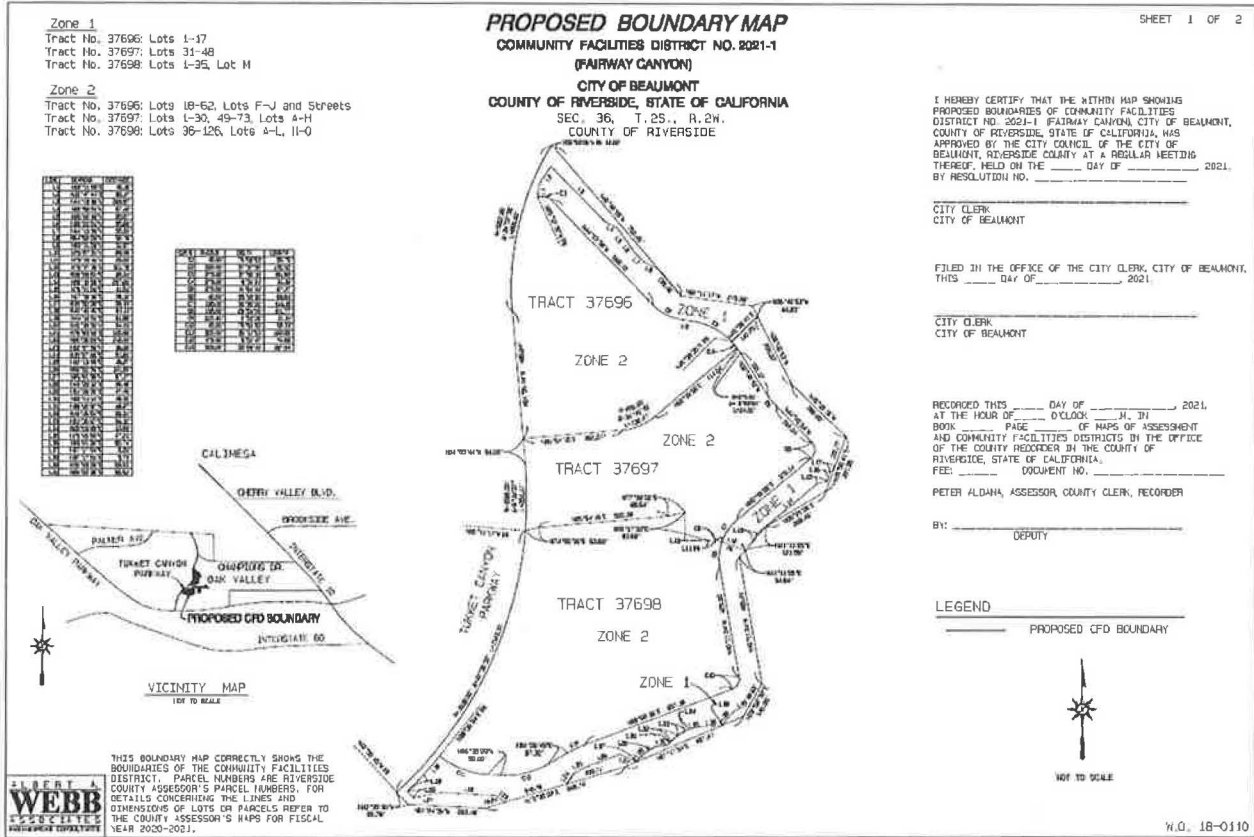
SDC FAIRWAY CANYON, LLC,
a Delaware limited liability company

By: 

Name: Dale Strickland

Title: Authorized Signatory

EXHIBIT A BOUNDARY MAP



I HEREBY CERTIFY THAT THE WITHIN MAP SHOWS PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-1 FAIRWAY CANYON, CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, HAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT, RIVERSIDE COUNTY AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 2021, BY RESOLUTION NO. _____.

CITY CLERK
 CITY OF BEAUMONT

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF BEAUMONT, THIS ____ DAY OF _____, 2021.

CITY CLERK
 CITY OF BEAUMONT

RECORDED THIS ____ DAY OF _____, 2021, AT THE HOUR OF ____ O'CLOCK ____ M. IN BOOK ____ PAGE ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. FEE: ____ DOCUMENT NO. ____

PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: _____ DEPUTY

THIS BOUNDARY MAP CORRECTLY SHOWS THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. PARCEL NUMBERS ARE RIVERSIDE COUNTY ASSESSOR'S PARCEL NUMBERS. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCELS REFER TO THE COUNTY ASSESSOR'S MAPS FOR FISCAL YEAR 2020-2021.

ALBERT A. WEBB
 ASSOCIATES
 ENGINEERING CORPORATION

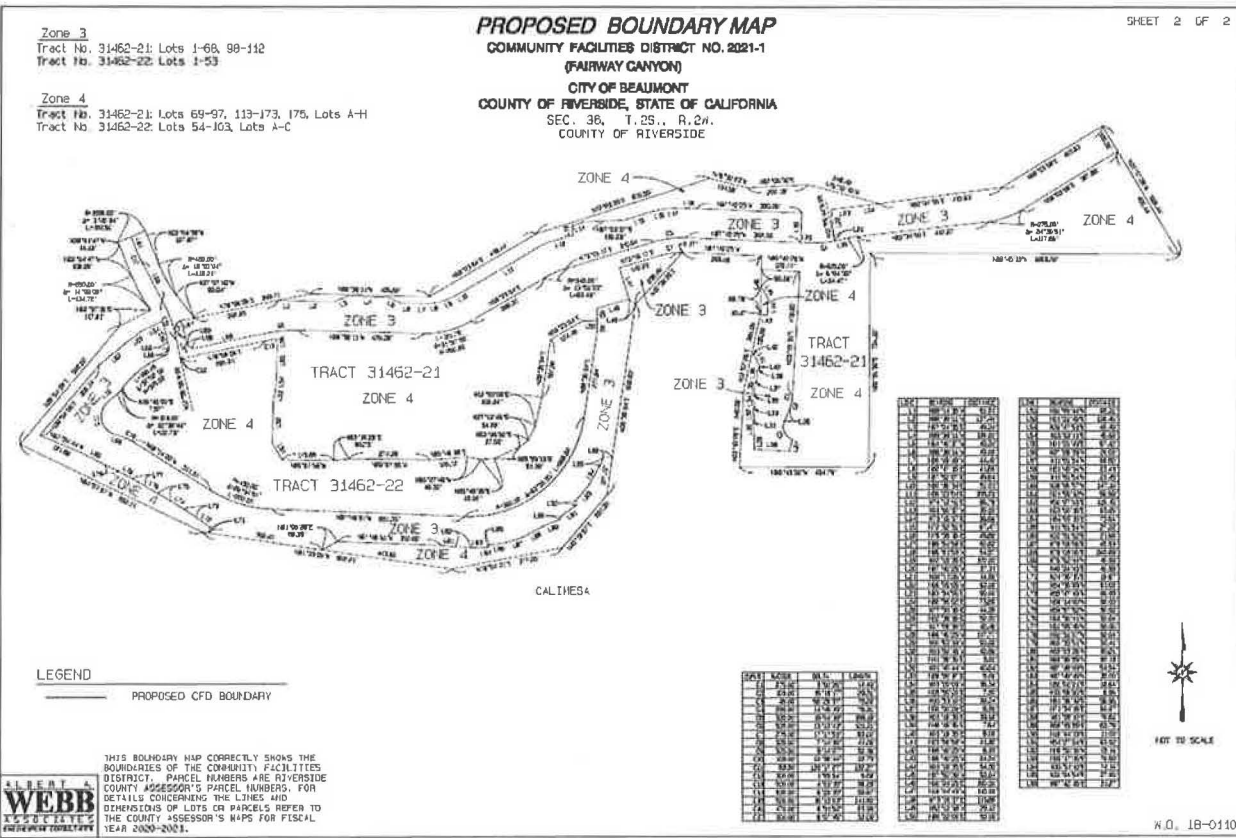


EXHIBIT B

DESCRIPTION OF THE FACILITIES, SERVICES AND INCIDENTAL EXPENSES

The types of Facilities that are proposed by CFD No. 2021-1 (Fairway Canyon) and financed with the proceeds of special taxes and bonds issued by CFD No. 2021-1 (Fairway Canyon) consist of facilities permitted to be financed under the Mello-Roos Community Facilities Act of 1982, including, but not limited to, backbone infrastructure needed for new development, such as roadway, bridge, sewer, dry utilities, storm drain, curb and gutter, medians, traffic signals, parks, trails, police facilities, fire facilities, library facilities and public community facilities, and appurtenances and appurtenant work, and development impact fees that are used by the City to construct infrastructure including design, engineering and planning costs associated therewith. The Facilities include, but are not limited to:

Dry Utilities
 Engineering and Consulting Costs
 Street Improvements/Tunnels to Tukwet Canyon Parkway and Sorenstam Drive
 Sewer & Storm Drainage Improvements
 Construction of and Improvements to Mickelson Park and Sorenstam Park
 Sewer Lift Station

The facilities are necessary for development of the property within the boundaries of the district.

The description of Facilities is general in nature. To the extent not already completed or under construction, the final nature and location of the Facilities will be determined upon preparation of final plans and specifications.

TYPES OF SERVICES

The types of Services that are proposed to be provided by CFD No. 2021-1 (Fairway Canyon) and funded with the proceeds of special taxes levied by CFD No. 2021-1 (Fairway Canyon) consist of services permitted to be financed under the Mello-Roos Community Facilities Act of 1982 including, without limitation, police and fire protection, ambulance and paramedic services, street sweeping, traffic signal maintenance and the maintenance of City-owned parks, parkways and open spaces, lighting, flood and storm protection services and the operation of storm drainage systems. All of the services to be financed are in addition to those provided within the boundaries of CFD No. 2021-1 (Fairway Canyon) before CFD No. 2021-1 (Fairway Canyon) is created, and shall not supplant services already available within that territory when CFD No. 2021-1 (Fairway Canyon) is created.

TYPES OF INCIDENTAL EXPENSES

The Incidental Expenses to be paid from bond proceeds and/or special taxes include:

All costs associated with the creation of CFD No. 2021-1 (Fairway Canyon), the issuance of bonds or other indebtedness, the determination of the amount of special taxes to be levied, costs incurred in order to carry out the authorized purposes of CFD No. 2021-1 (Fairway Canyon), including

legal fees, fees of consultants, engineering, planning, designing and the annual costs to administer CFD No. 2021-1 (Fairway Canyon) and any bonds or other indebtedness.

EXHIBIT C

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

RATE AND METHOD OF APPORTIONMENT FOR COMMUNITY FACILITIES DISTRICT NO. 2021-1 (FAIRWAY CANYON) OF THE CITY OF BEAUMONT

The following sets forth the Rate and Method of Apportionment for the levy and collection of the Special Tax for Maintenance Services, Special Tax for Public Services and the Special Tax for Facilities in Community Facilities District No. 2021-1 (Fairway Canyon) ("CFD No. 2021-1") each Fiscal Year, in an amount determined by the City Council of the City of Beaumont through the application of the Rate and Method of Apportionment described below. All of the real property in CFD No. 2021-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

SECTION A DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map or instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2021-1: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City, designee thereof, or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2021-1, or any designee thereof complying with arbitrage rebate requirements; the costs to the City, CFD No. 2021-1, or any designee thereof complying with City or major property owner disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs associated with the release of funds from an escrow account; and the costs associated with the issuance of Bonds, the City's annual administration fees, and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2021-1 for any other administrative purposes, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure, or otherwise addressing the disposition of delinquent Special Taxes.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number within the boundaries of CFD No. 2021-1.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assigned Special Tax" means the Special Tax of that name described in Section E below.

"Backup Special Tax for Facilities" means the Special Tax of that name described in Section F below.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which Special Taxes for Facilities have been pledged.

"Boundary Map" means a recorded map of CFD No. 2021-1 which indicates the boundaries of CFD No. 2021-1.

"Building Permit" means a permit for new construction for a residential dwelling or non-residential structure. For purpose of this definition, "Building Permit" shall not include permits for construction or installation, retaining walls, utility improvements, or other such improvements not intended for human habitation.

"Building Square Footage" or **"BSF"** means the square footage of assessable internal living space, exclusive of garages or other structures not used as living space, as determined by reference to the building permit application for such Assessor's Parcel, as determined by the CFD Administrator.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement for Facilities, the Special Tax Requirement for Maintenance Services, the Special Tax Requirement for Public Services, and providing for the levy and collection of the Special Taxes.

"CFD No. 2021-1" or **"CFD"** means City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon) established by the City under the Act.

"City" means the City of Beaumont.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 2021-1, or its designee.

"Consumer Price Index" or **"CPI"** means the Consumer Price Index published by the U.S. Bureau of Labor Statistics for "All Items for All Urban Consumers: in the Riverside-San Bernardino-Ontario area." In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index for the Riverside-San Bernardino-Ontario area.

"County" means the County of Riverside.

"Developed Property" means all Parcels of Taxable Property that are included in a Final Map that was recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied and for which a Building Permit for new construction has been issued on or prior to March 1st preceding the Fiscal Year in which the Special Tax is being levied, as determined by the CFD Administrator.

"Dwelling Unit" means each separate residential dwelling unit that comprises an independent facility capable of conveyance or rental separate from adjacent residential dwelling units.

"Exempt Property" means all Assessor's Parcels designated as being exempt from Special Taxes as provided for in Section K, as determined by the CFD Administrator.

"Final Map" means a subdivision of property evidenced by the recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or the recordation of a condominium plan pursuant to California Civil Code 4285 that creates individual lots for which building permits may be issued without further subdivision.

"Final Map Property" means Assessor's Parcels: (i) that are included in a Final Map that was recorded prior to the January 1 preceding the Fiscal Year in which the Special Tax is being levied, and (ii) for which a Building Permit was not issued prior to March 1 preceding the Fiscal Year in which the Special Tax is being levied, as determined by the CFD Administrator.

"Fiscal Year" means the period commencing on July 1 of any year and ending the following June 30.

"Indenture" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time.

"Land Use Category" means any of the categories listed in the tables included in Section E.

"Lot" means an individual legal lot created by a Final Map for which a Building Permit could be issued.

"Maintenance Services" means the services permitted under the Act including, without limitation, street sweeping, traffic signal maintenance, the maintenance of landscaping and lighting of publicly owned parks, parkways, streets, roads and open spaces, flood and storm protection services, and the operation of storm drainage systems contained within the boundaries of CFD No. 2021-1 and the City.

"Maintenance Services (Contingent)" means the Maintenance Services described above and permitted under the Act, contained within CFD No. 2021-1 and the City, which are proposed to be maintained and paid for through the Property Owner Association, and all to which the City has been granted an easement allowing such maintenance in any Fiscal Year following a Failure to Perform as defined in Section D hereof.

"Maximum Special Tax" means the Maximum Special Tax for Facilities, the Maximum Special Tax for Maintenance Services, the Maximum Special Tax for Public Services, and the Maximum Special Tax for Maintenance Services (Contingent).

"Maximum Special Tax for Facilities" means the maximum Special Tax for Facilities, determined in accordance with Section C, which can be levied by CFD No. 2021-1 in any Fiscal Year on any Assessor's Parcel.

"Maximum Special Tax for Maintenance Services" means the maximum Special Tax for Maintenance Services, determined in accordance with Section C, which can be levied by CFD No. 2021-1 in any Fiscal Year on any Assessor's Parcel.

"Maximum Special Tax for Maintenance Services (Contingent)" means the maximum Special Tax for Maintenance Services (Contingent), determined in accordance with Section C, which can be levied by CFD No. 2021-1 on any Assessor's Parcel for any Fiscal Year following the Fiscal Year in which there is a Failure to Perform as defined in Section D hereof. The Maximum Special Tax for Maintenance Services (Contingent), if levied, will be levied on all parcels in addition to, and not in lieu of, the Maximum Special Tax for Maintenance Services.

"Maximum Special Tax for Public Services" means the maximum Special Tax for Public Services, determined in accordance with Section C, which can be levied by CFD No. 2021-1 in any Fiscal Year on any Assessor's Parcel.

"Minimum Acreage" means the smallest allowable amount of taxable acreage. For CFD No. 2021-1, it shall not be less than 62.11 acres. The minimum acreage per Zone is as follows: (i) Zone 1 – 7.87 acres, (ii) Zone 2 – 22.00 acres, (iii) Zone 3 – 15.19 acres, and (iv) Zone 4 – 17.05 acres.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a building permit was issued for any type of non-residential use, as determined by the CFD Administrator.

"Operating Fund for Maintenance Services" means a fund that shall be maintained for CFD No. 2021-1 for any Fiscal Year to pay for the actual costs of providing the Maintenance Services and the Administrative Expenses attributable to providing such Maintenance Services.

"Operating Fund for Maintenance Services (Contingent)" means a fund that shall be maintained for CFD No. 2021-1 for any Fiscal Year to pay for the actual costs of providing the Maintenance Services (Contingent) and the Administrative Expenses attributable to providing such Maintenance Services (Contingent).

"Operating Fund for Public Services" means a fund that shall be maintained for CFD No. 2021-1 for any Fiscal Year to pay for the actual costs of providing the Public Services and the Administrative Expenses attributable to providing such Public Services.

"Operating Fund Balance" means the amount of funds in the applicable Operating Fund at the end of the preceding Fiscal Year.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax for the Facilities obligation for an Assessor's Parcel, as described in Section I.

"Prepayment Amount" means the amount required to prepay the Special Tax for the Facilities obligation in full for an Assessor's Parcel, as described in Section H.

"Property Owner Association" means the Fairway Canyon Community Association, or its successors, which was formed for the purpose of marketing, selling, and managing the common interests of the homes and lots within CFD No. 2021-1.

"Property Owner's Association Property" means all Assessor's Parcels which, as of July 1st of the Fiscal Year in which the Special Tax is being levied, have been conveyed, dedicated to, or irrevocably offered for dedication to the Property Owner Association, including any master or sub-association.

"Proportionately" means for Taxable Property that is (i) Developed Property, that the ratio of the actual Special Tax levy to the Assigned Special Tax is the same for all Parcels of Developed Property, (ii) Final Map Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Final Map Property, and (iii) Undeveloped Property, Public Property, and Property Owners' Association Property, that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is the same for all Parcels of Undeveloped Property, Public Property, and Property Owners' Association Property.

"Public Property" means all Assessor's Parcels which, as of July 1st of the Fiscal Year in which the Special Tax is being levied, are used for rights-of-way or any other purpose and is owned by, dedicated to, or irrevocably offered for dedication to the federal government, the State of California, the County, or any other local jurisdiction, provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

"Public Services" means the services permitted under the Act including, without limitation, police and fire protection, ambulance and paramedic services provided within the boundaries of CFD No. 2021-1 and the City.

"Residential Floor Area" means all the square footage of living area within the perimeter of a residential dwelling unit, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The CFD Administrator shall determine the Residential Floor Area based upon the Building Permit issued for such residential dwelling unit.

"Residential Property" means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units, as determined by the CFD Administrator.

"Special Tax(es)" means the Special Tax for Facilities, the Special Tax for Maintenance Services, the Special Tax for Public Services, and the Special Tax for Maintenance Services (Contingent).

"Special Tax for Facilities" means any of the Special Taxes authorized to be levied within CFD No. 2021-1 pursuant to the Act to fund the Special Tax Requirement for Facilities.

"Special Tax for Maintenance Services" means any of the Special Taxes authorized to be levied by CFD No. 2021-1 pursuant to the Act to fund the Special Tax Requirement for Maintenance Services. Under no circumstances shall this Special Tax be eligible for prepayment of any kind.

"Special Tax for Maintenance Services (Contingent)" means any of the Special Taxes authorized to be levied by CFD No. 2021-1 pursuant to the Act to fund the Special Tax Requirement for Maintenance Services (Contingent). Under no circumstances shall this Special Tax be eligible for prepayment of any kind. The Special Tax for Maintenance Services (Contingent), if levied, will be levied on all parcels in addition to, and not in lieu of, the Special Tax for Maintenance Services.

"Special Tax for Public Services" means any of the Special Taxes authorized to be levied by CFD No. 2021-1 pursuant to the Act to fund the Special Tax Requirement for Public Services. Under no circumstances shall this Special Tax be eligible for prepayment of any kind.

"Special Tax Requirement for Facilities" means the amount required in any Fiscal Year to pay: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) the costs associated with the release of funds from an escrow account, (iv) any amount required to establish or replenish any reserve funds established in association with the Bonds, (v) the collection or accumulation of funds for the acquisition or construction of facilities authorized by CFD No. 2021-1 provided that the inclusion of such amount does not cause an increase in the levy of Special Tax for Facilities on Final Map Property or Undeveloped Property, less (vi) any amounts available to pay debt service or other periodic costs on the Bonds pursuant to any applicable bond Indenture, fiscal agent agreement, or trust agreement.

"Special Tax Requirement for Maintenance Services" means the amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2021-1 for Maintenance Services in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the (i) direct costs for Maintenance Services, (ii) amount necessary to fund an operating reserve for the costs of Maintenance Services as determined by the Administrator, and (iii) Administrative Expenses, less (iv) a credit in an amount equal to the Operating Fund Balance. Under no circumstances shall the Special Tax Requirement for Maintenance Services include funds for bonds.

"Special Tax Requirement for Maintenance Services (Contingent)" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2021-1 for Maintenance Services (Contingent) in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the (i) direct costs for Maintenance Services (Contingent), (ii) amount necessary to fund an operating reserve for the costs of Maintenance Services (Contingent) as determined by the CFD Administrator, and (iii) Administrative Expenses, less (iv) a credit in an amount equal to the Operating Fund Balance. Under no circumstances shall the Special Tax Requirement for Maintenance Services (Contingent) include funds for bonds. The Special Tax Requirement for Maintenance Services (Contingent), if initiated, will be applied to all parcels in addition to, and not in lieu of, the Special Tax Requirement for Maintenance Services.

"Special Tax Requirement for Public Services" means the amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2021-1 for Public Services in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the (i) direct costs for Public Services, (ii) amount necessary to fund an operating reserve for the costs of Public Services as determined by the Administrator, and (iii) Administrative Expenses, less (iv) a credit in an amount equal to the Operating Fund Balance. Under no circumstances shall the Special Tax Requirement for Public Services include funds for bonds.

"Taxable Property" means all Assessor's Parcels within CFD No. 2021-1, which are not Exempt Property, as determined by the CFD Administrator.

"Trustee" means the firm that holds and administers assets on behalf of CFD No. 2021-1 under and pursuant to the Indenture.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property which are not Developed Property or Final Map Property, as determined by the CFD Administrator.

"Zone(s)" means Zone 1, 2, 3, or 4 as geographically identified on the Boundary Map.

"Zone 1" means the specific geographic area as depicted on the Boundary Map.

"Zone 2" means the specific geographic area as depicted on the Boundary Map.

"Zone 3" means the specific geographic area as depicted on the Boundary Map.

"Zone 4" means the specific geographic area as depicted on the Boundary Map.

SECTION B CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2021-22, each Assessor's Parcel shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be assigned to one of the four Zones based upon its geographic location and further classified as Developed Property, Final Map Property, or Undeveloped Property. In addition, each Assessor's Parcel of Developed Property shall further be classified as Residential Property or Non-Residential Property. Lastly, Assessor's Parcels of Residential Property shall be further categorized into Land Use Categories based on the Residential Floor Area for such Assessor's Parcel.

SECTION C MAXIMUM SPECIAL TAXES

1. Developed Property

- a. The Maximum Special Tax for Facilities for each Assessor's Parcel of Residential Property that is classified as Developed Property in any Fiscal Year shall be the amount determined by the greater of (i) the application of the Assigned Special Tax for Facilities in the tables included in Section E below or (ii) the application of the Backup Special Tax for Facilities. The Maximum Special Tax for Facilities for each Assessor's Parcel of Non-Residential Property that is classified as Developed Property in any Fiscal Year shall be the Assigned Special Tax in the tables included in Section E below.
- b. The Maximum Special Tax for Maintenance Services for each Assessor's Parcel of Residential Property that is classified as Developed Property in Fiscal Year 2021-22 shall be \$205 per unit and is applicable to all four Zones. The Maximum Special Tax for Maintenance Services for each Assessor's Parcel of Non-Residential Property that is classified as Developed Property in Fiscal Year 2021-22 shall be \$1,744 per Acre and is applicable to all four Zones.

On each July 1, commencing July 1, 2022, the Maximum Special Tax for Maintenance Services for the prior Fiscal Year shall be adjusted by the greater of (i) an amount equal to the percentage change increase in the Consumer Price Index for the twelve-month period ending in January of the prior Fiscal Year or (ii) two percent (2%).

- c. The Maximum Special Tax for Maintenance Services (Contingent) for each Assessor's Parcel of Residential Property that is classified as Developed Property in Fiscal Year 2021-22 shall be \$624 per unit and is applicable to all four Zones. The Maximum Special Tax for Maintenance Services (Contingent) for each Assessor's Parcel of Non-Residential Property

that is classified as Developed Property in Fiscal Year 2021-22 shall be \$5,310 per Acre and is applicable to all four Zones. The Maximum Special Tax for Maintenance Services (Contingent), if levied, will be levied on all parcels in addition to, and not in lieu of, the Maximum Special Tax for Maintenance Services.

On each July 1, commencing July 1, 2022, the Maximum Special Tax for Maintenance Services (Contingent) for the prior Fiscal Year shall be adjusted by the greater of (i) an amount equal to the percentage change increase in the Consumer Price Index for the twelve-month period ending in January of the prior Fiscal Year or (ii) two percent (2%).

- d. The Maximum Special Tax for Public Services for each Assessor's Parcel of Residential Property that is classified as Developed Property in Fiscal Year 2021-22 shall be \$509 per unit and is applicable to all four Zones.

On each July 1, commencing July 1, 2022, the Maximum Special Tax for Public Services for the prior Fiscal Year shall be adjusted by the greater of (i) an amount equal to the percentage change increase in the Consumer Price Index for the twelve-month period ending in January of the prior Fiscal Year or (ii) five percent (5%).

2. Final Map Property

- a. The Maximum Special Tax for Facilities for each Assessor's Parcel classified as Final Map Property shall be the Assigned Special Tax for the Zone in which the Assessor's Parcel is located as set forth in Section E below.
- b. The Maximum Special Tax for Maintenance Services for each Assessor's Parcel of Residential and Non-Residential Property that is classified as Final Map Property in Fiscal Year 2021-22 shall be \$1,744 per Acre and is applicable to all four Zones.

On each July 1, commencing July 1, 2022, the Maximum Special Tax for Maintenance Services for the prior Fiscal Year shall be adjusted by the greater of (i) an amount equal to the percentage change increase in the Consumer Price Index for the twelve-month period ending in January of the prior Fiscal Year or (ii) two percent (2%).

- c. The Maximum Special Tax for Maintenance Services (Contingent) for each Assessor's Parcel of Residential and Non-Residential Property that is classified as Final Map Property in Fiscal Year 2021-22 shall be \$5,310 per Acre and is applicable to all four Zones. The Maximum Special Tax for Maintenance Services (Contingent), if levied, will be levied on all parcels in addition to, and not in lieu of, the Maximum Special Tax for Maintenance Services.

On each July 1, commencing July 1, 2022, the Maximum Special Tax for Maintenance Services (Contingent) for the prior Fiscal Year shall be adjusted by the greater of i) an amount equal to the percentage change increase in the Consumer Price Index for the twelve-month period ending in January of the prior Fiscal Year or ii) two percent (2%).

- d. Final Map Property shall not be subject to the Maximum Special Tax for Public Services.

3. Undeveloped Property

- a. The Maximum Special Tax for Facilities for each Assessor's Parcel classified as Undeveloped

Property shall be the Assigned Special Tax for the Zone in which the Assessor's Parcel is located as set forth in Section E below.

- b. Undeveloped Property shall not be subject to the Maximum Special Tax for Maintenance Services or the Maximum Special Tax for Maintenance Services (Contingent).
- c. Undeveloped Property shall not be subject to the Maximum Special Tax for Public Services.

**SECTION D
AUTHORITY TO LEVY SPECIAL TAX FOR MAINTENANCE SERVICES
(CONTINGENT)**

The City Council may levy the Special Tax for Maintenance Services (Contingent), applicable to all four Zones, commencing in the first Fiscal Year following the occurrence of any of the following events (each such event, a **“Failure to Perform”**):

- a. the Property Owner Association files a voluntary petition in bankruptcy or the approval by a court of competent jurisdiction of a petition applicable to the Property Owner Association of any proceedings instituted under the Federal Bankruptcy Code, as amended;
- b. the Property Owner Association is dissolved;
- c. the Property Owner Association fails to levy annual assessments sufficient to fund (i) the maintenance for the then Property Owner Association owned and/or Property Owner Association maintained Maintenance Services (Contingent) or (ii) the replacement of such facilities related to the Maintenance Services (Contingent) in accordance with (A) the requirements of the then current reserve funding plan of the Property Owner Association performed pursuant to California Civil Code Section 5550 or (B) if California Civil Code 5550 is no longer applicable, the requirements of the then applicable law and/or regulations governing the Property Owner Association’s requirements to budget for and finance such replacement; or
- d. the Property Owner Association fails to maintain the Maintenance Services at the same level as defined within the Property Owner Association landscape maintenance specifications.

In the event of the occurrence of a Failure to Perform described in “c.” or “d.” above, the City shall give the Property Owner Association written notice of such event. If such Failure to Perform is reasonably capable of being cured within sixty (60) days from the date of such notice, the Property Owner Association shall have such period of time to cure such Failure to Perform prior to the levy by the City Council of Special Tax for Maintenance Services (Contingent). If such Failure to Perform is such that it is reasonably capable of being cured, but not within such sixty (60) day period and the Property Owner Association (i) initiates corrective action within such sixty (60) day period, and (ii) diligently, continually, and in good faith works to effect a cure of such Failure to Perform as soon as possible, then the Property Owner Association shall have such additional time, as is reasonably necessary, to cure such Failure to Perform prior to the levy by the City Council of Special Tax for Maintenance Services (Contingent).

The City Council may suspend the levy of Special Tax for Maintenance Services (Contingent) if the Property Owner Association has cured the Failure to Perform to the satisfaction of the City Council and the Property Owner Association has agreed to such conditions as the City Council may find necessary to minimize the occurrence of such Failure to Perform in the future. In the event the City

Council initiates the Special Tax for Maintenance Services (Contingent), it will apply to all taxable parcels in addition to, and not in lieu of, the Special Tax for Maintenance Services.

**SECTION E
ASSIGNED SPECIAL TAX FOR FACILITIES**

1. Developed Property

Each Fiscal Year, beginning with Fiscal Year 2021-22, each Assessor's Parcel of Developed Property shall be subject to an Assigned Special Tax. The Assigned Special Tax applicable to an Assessor's Parcel of Developed Property for any Fiscal Year shall be determined pursuant to Tables 1 - 4 below based upon the Zone in which the Assessor's Parcel is located.

**TABLE 1
ASSIGNED SPECIAL TAX RATES FOR FACILITIES
FOR DEVELOPED PROPERTY WITHIN ZONE 1**

Land Use Category	Building Square Footage	Assigned Special Tax
Residential Property	Less than 1,801	\$1,745 per Dwelling Unit
Residential Property	1,801 – 2,000	\$1,845 per Dwelling Unit
Residential Property	2,001 – 2,200	\$1,945 per Dwelling Unit
Residential Property	2,201 – 2,400	\$2,045 per Dwelling Unit
Residential Property	2,401 – 2,600	\$2,145 per Dwelling Unit
Residential Property	2,601 – 2,800	\$2,245 per Dwelling Unit
Residential Property	Greater than 2,800	\$2,345 per Dwelling Unit
Non-Residential Property	N/A	\$18,347 per Acre

**TABLE 2
ASSIGNED SPECIAL TAX RATES FOR FACILITIES
FOR DEVELOPED PROPERTY WITHIN ZONE 2**

Land Use Category	Building Square Footage	Assigned Special Tax
Residential Property	Less than 1,801	\$1,545 per Dwelling Unit
Residential Property	1,801 – 2,000	\$1,645 per Dwelling Unit
Residential Property	2,001 – 2,200	\$1,745 per Dwelling Unit
Residential Property	2,201 – 2,400	\$1,845 per Dwelling Unit
Residential Property	2,401 – 2,600	\$1,945 per Dwelling Unit
Residential Property	2,601 – 2,800	\$2,045 per Dwelling Unit
Residential Property	Greater than 2,800	\$2,145 per Dwelling Unit
Non-Residential Property	N/A	\$16,210 per Acre

**TABLE 3
ASSIGNED SPECIAL TAX RATES FOR FACILITIES
FOR DEVELOPED PROPERTY WITHIN ZONE 3**

Land Use Category	Building Square Footage	Assigned Special Tax
Residential Property	Less than 1,401	\$1,840 per Dwelling Unit
Residential Property	1,401 – 1,600	\$1,930 per Dwelling Unit
Residential Property	1,601 – 1,800	\$2,020 per Dwelling Unit
Residential Property	1,801 – 2,000	\$2,110 per Dwelling Unit
Residential Property	2,001 – 2,200	\$2,200 per Dwelling Unit
Residential Property	2,201 – 2,400	\$2,290 per Dwelling Unit
Residential Property	Greater than 2,400	\$2,380 per Dwelling Unit
Non-Residential Property	N/A	\$19,194 per Acre

**TABLE 4
ASSIGNED SPECIAL TAX RATES FOR FACILITIES
FOR DEVELOPED PROPERTY WITHIN ZONE 4**

Land Use Category	Building Square Footage	Assigned Special Tax
Residential Property	Less than 1,401	\$1,640 per Dwelling Unit
Residential Property	1,401 – 1,600	\$1,730 per Dwelling Unit
Residential Property	1,601 – 1,800	\$1,820 per Dwelling Unit
Residential Property	1,801 – 2,000	\$1,910 per Dwelling Unit
Residential Property	2,001 – 2,200	\$2,000 per Dwelling Unit
Residential Property	2,201 – 2,400	\$2,090 per Dwelling Unit
Residential Property	Greater than 2,400	\$2,180 per Dwelling Unit
Non-Residential Property	N/A	\$14,991 per Acre

2. Final Map Property and Undeveloped Property

Each Fiscal Year, beginning with Fiscal Year 2021-22, each Assessor's Parcel of Final Map Property and Undeveloped Property shall be subject to an Assigned Special Tax. The Assigned Special Tax applicable to an Assessor's Parcel of Final Map Property and Undeveloped Property for any Fiscal Year shall be determined pursuant to the rate per Acre below for the Zone in which the Assessor's Parcel is located:

1. Zone 1 rate per Acre - \$18,347
2. Zone 2 rate per Acre - \$16,210
3. Zone 3 rate per Acre - \$19,194
4. Zone 4 rate per Acre - \$14,991

**SECTION F
BACKUP SPECIAL TAX FOR FACILITIES**

When a Final Map is recorded, the CFD Administrator shall determine which Zone the Final Map area lies within and the Backup Special Tax for a Parcel classified or to be classified as Residential Property

within such Final Map shall be determined by multiplying the Undeveloped Property Maximum Special Tax rate per Acre for the applicable Zone by the total Acreage of Taxable Property within such Final Map, excluding the Acreage associated with Non-Residential Property, Public Property and/or Property Owners' Association Property that is not Exempt Property pursuant to Section J and dividing such amount by the number of Parcels within such Final Map classified as either (i) Developed Property or (ii) Final Map Property for which a Building Permit is expected to be issued for Residential Property (i.e., the number of residential lots).

Notwithstanding the forgoing, if Parcels classified or to be classified as Residential Property are subsequently changed or modified by recordation of a lot line adjustment or similar instrument, then the Backup Special Tax shall be recalculated for the area that has been changed or modified using the methodology described in the preceding paragraph.

The Backup Special Tax shall not apply to Non-Residential Property, Public Property, or Property Owners' Association Property.

**SECTION G
METHOD OF APPORTIONMENT OF THE SPECIAL TAXES**

1. Commencing with Fiscal Year 2021-22 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes for Facilities on all Taxable Property until the amount of Special Tax for Facilities equals the Special Tax Requirement for Facilities in accordance with the following steps:

Step One: The Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax for Facilities rates in the table included in Section E as needed to satisfy the Special Tax Requirement for Facilities.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first step has been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Final Map Property, at up to 100% of the Assigned Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

Step Three: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first two steps have been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property, at up to 100% of the Assigned Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

Step Four: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first three steps have been completed, then for each Assessor's Parcel of Developed Property whose Maximum Special Tax for Facilities is the Backup Special Tax, the Special Tax for Facilities shall be increased Proportionately from the Assigned Special Tax for Facilities up to 100% of the Backup Special Tax for Facilities as needed to satisfy the Special Tax Requirement for Facilities.

Step Five: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first four steps have been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Property Owner's Association Property found not to be exempt pursuant to Section K and each Assessor's Parcel of Public Property found not to be exempt pursuant to Section K, at up to 100% of the Maximum Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

2. Commencing with Fiscal Year 2021-22 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes for Maintenance Services on all Taxable Property until the amount of Special Tax for Maintenance Services equals the Special Tax Requirement for Maintenance Services in accordance with the following steps:

Step One: The Special Tax for Maintenance Services shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax for Maintenance Services as needed to satisfy the Special Tax Requirement for Maintenance Services.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement for Maintenance Services after the first step has been completed, the Special Tax for Maintenance Services shall be levied Proportionately on each Assessor's Parcel of Final Map Property, at up to 100% of the Maximum Special Tax for Maintenance Services applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Maintenance Services.

3. Commencing with Fiscal Year 2021-22 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes for Public Services on all Taxable Property until the amount of the Special Tax for Public Services equals the Special Tax Requirement for Public Services in accordance with the following steps:

Step One: The Special Tax for Public Services shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax for Public Services as needed to satisfy the Special Tax Requirement for Public Services.

4. In the first Fiscal Year that the Special Taxes for Maintenance Services (Contingent) is levied and in any subsequent Fiscal Year, the City Council shall levy Special Taxes for Maintenance Services (Contingent) on all Taxable Property until the amount of Special Tax for Maintenance Services (Contingent) equals the Special Tax Requirement for Maintenance Services (Contingent) in accordance with the following steps:

Step One: The Special Tax for Maintenance Services (Contingent) shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax for Maintenance Services (Contingent) as needed to satisfy the Special Tax Requirement for Maintenance Services (Contingent).

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement for Maintenance Services (Contingent) after the first step has been completed, the Special Tax for Maintenance Services (Contingent) shall be levied Proportionately on each

Assessor's Parcel of Final Map Property, at up to 100% of the Maximum Special Tax for Maintenance Services (Contingent) applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Maintenance Services (Contingent).

Under no circumstances will the Special Tax for Facilities, the Special Tax for Maintenance Services, the Special Tax for Maintenance Services (Contingent), or the Special Tax for Public Services levied against any Assessor's Parcel used as a private residence be increased as a consequence of delinquency or default by the owner of any other Assessor's Parcel or Parcels within the CFD by more than ten percent (10%) of the Special Tax that would have been levied in that Fiscal Year, had there never been any such delinquencies or defaults, pursuant to California Government Code Section 53321(d), as in effect on the date of formation of CFD No. 2021-1.

SECTION H PREPAYMENT OF SPECIAL TAX FOR FACILITIES

The following additional definitions apply to this Section H:

“CFD Public Facilities” means \$13,460,835 or such lesser amount as determined by the CFD Administrator, expressed in 2021 dollars, which shall increase by the Construction Inflation Index on January 1, 2022, and on each January 1 thereafter, or such lower amount (i) shall be determined by the City as sufficient to provide the public facilities under the authorized bonding program for CFD No. 2021-1, or (ii) determined by the City Council concurrently with a covenant that it will not issue any more Bonds to be supported by Special Taxes levied under this Rate and Method of Apportionment.

“Construction Fund” means an account specifically identified in the Indenture or functionally equivalent to hold funds, which are currently available for expenditure to acquire or construct public facilities eligible under CFD No. 2021-1.

“Construction Inflation Index” means the annual percentage change in the Engineering News-Record Building Cost Index for the city of Los Angeles, measured as of the Calendar Year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

“Future Facilities Costs” means the CFD Public Facilities minus public facility costs available to be funded through existing construction or escrow accounts that have been funded by the Outstanding Bonds, and minus public facility costs funded by interest earnings on the Construction Fund actually earned prior to the date of prepayment.

“Outstanding Bonds” means all previously issued Bonds issued and secured by the levy of Special Taxes for Facilities which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Special Taxes for Facilities.

The Special Tax for Facilities obligation of an Assessor's Parcel of Developed Property, an Assessor's Parcel of Final Map Property, Undeveloped Property for which a building permit has been issued, or an Assessor's Parcel of Undeveloped Property may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's

Parcel at the time the Special Tax for Facilities obligation would be prepaid. The Prepayment Amount for an Assessor’s Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor’s Parcel intending to prepay the Special Tax for Facilities obligation shall provide the City with written notice of intent to prepay, and within five (5) days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 2021-1 in calculating the proper amount of a prepayment. Within fifteen (15) days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor’s Parcel.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	Reserve Fund Credit
equals	Prepayment Amount

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For Assessor’s Parcels of Developed Property, compute the Assigned Special Tax for Facilities and the Backup Special Tax for Facilities applicable to the Assessor’s Parcel. For Assessor’s Parcels of Final Map Property or Undeveloped Property, compute the Assigned Special Tax for Facilities and the Backup Special Tax for Facilities as though it was already designated as Developed Property based upon the building permit issued or to be issued for that Assessor’s Parcel.
2. For each Assessor’s Parcel of Developed Property, Final Map Property, or Undeveloped Property to be prepaid, (a) divide the Assigned Special Tax for Facilities computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Assigned Special Tax for Facilities applicable to all Assessor’s Parcels of Taxable Property at buildout, as reasonably determined by the CFD Administrator, and (b) divide the Backup Special Tax for Facilities computed pursuant to paragraph 1 for such Assessor’s Parcel by the sum of the estimated Backup Special Tax for Facilities applicable to all Assessor’s Parcels of Taxable Property at buildout, as reasonably determined by the CFD Administrator.
3. Multiply the larger quotient computed pursuant to paragraph 2(a) or 2(b) by the Outstanding Bonds. The product shall be the “Bond Redemption Amount”.
4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."
5. Compute the Future Facilities Cost.

6. Multiply the larger quotient computed pursuant to paragraph 2(a) or 2(b) by the amount determined pursuant to paragraph 5 to determine the Future Facilities Cost to be prepaid (the "Future Facilities Amount"). Notwithstanding the foregoing, the Future Facilities Amount shall in no event be less than 0.
7. Compute the amount needed to pay interest on the Bond Redemption Amount, the Redemption Premium, and the Reserve Fund Credit (see step 11) to be redeemed with the proceeds of the Prepayment Amount until the earliest redemption date for the Outstanding Bonds.
8. Estimate the amount of interest earnings to be derived from the reinvestment of the Bond Redemption Amount plus the Redemption Premium until the earliest call date for the Outstanding Bonds.
9. Subtract the amount computed pursuant to paragraph 8 from the amount computed pursuant to paragraph 7. This difference is the "Defeasance."
10. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."
11. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the applicable reserve requirements, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirements in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve funds on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than 0.
12. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit.

With respect to a Special Tax for Facilities obligation that is prepaid pursuant to this Section H, the City Council shall indicate in the records of CFD No. 2021-1 that there has been a prepayment of the Special Tax for Facilities obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax for Facilities obligation and the release of the Special Tax for Facilities lien on such Assessor's Parcel and the obligation of such Assessor's Parcel to pay such Special Taxes for Facilities shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax for Facilities that may be levied on Taxable Property in each future Fiscal Year, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

SECTION I PARTIAL PREPAYMENT OF SPECIAL TAX FOR FACILITIES

The Special Tax for Facilities obligation of an Assessor's Parcel of Developed Property, or an Assessor's Parcel of Final Map Property, or Undeveloped Property for which a building permit has been issued and will be classified as Developed Property in the next Fiscal Year, as calculated in this Section I below, may be partially prepaid, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax for Facilities obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = P_H \times F$$

The terms above have the following meanings:

PP = the Partial Prepayment Amount.

P_H = the Prepayment Amount calculated according to Section H.

F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax for Facilities obligation.

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the record of CFD No. 2021-1 that there has been a partial prepayment of the Special Tax for Facilities obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax for Facilities obligation, to indicate the partial prepayment of the Special Tax for Facilities obligation and the partial release of the Special Tax for Facilities lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax for Facilities shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax for Facilities that may be levied on Taxable Property in each future Fiscal Year after such partial prepayment, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

SECTION J TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding the Special Tax for Facilities shall be levied on all Assessor's Parcels subject to the Special Tax for Facilities. If any delinquent Special Tax for Facilities remain uncollected prior to or after all Bonds are retired, the Special Tax for Facilities may be levied to the extent necessary to reimburse CFD No. 2021-1 for uncollected Special Taxes for Facilities associated with the levy of such Special Taxes for Facilities, but no later than 2061-62 Fiscal Year. The Special Tax for Maintenance Services, the Special Tax for Maintenance Services (Contingent), and the Special Tax for Public Services shall be levied as long as each is needed to meet the Special Tax Requirement for Maintenance Services, the Special Tax Requirement for Maintenance Services (Contingent), and the Special Tax Requirement for Public Services, respectively, as determined at the sole discretion of the City Council.

SECTION K

EXEMPTIONS

The City shall classify as Exempt Property (i) Assessor's Parcels defined as Public Property, (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) Assessor's Parcels used exclusively by a Property Owner's Association, or (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement. Notwithstanding the above, the City Council shall not classify an Assessor's Parcel as Exempt Property within a Zone if such classification would reduce the sum of the Taxable Property to less than the Minimum Acreage for that Zone. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of the Taxable Property to less than the Minimum Acreage per Zone will continue to be classified as Taxable Property, and will continue to be subject to Special Taxes accordingly.

Tax-exempt status will be assigned by the CFD Administrator in chronological order. If an Assessor's Parcel's classification is changed after the initial status is assigned, then its tax-exempt status will be revoked.

SECTION L APPEALS

Any taxpayer may file a written appeal of the Special Taxes on his/her Assessor's Parcel(s) with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall take any of the following actions, in order of priority, in order to correct the error:

- (i) amend the Special Tax levy for the current Fiscal Year prior to the payment date;
- (ii) require the CFD to reimburse the taxpayer the amount of the overpayment to the extent of the available funds of CFD No. 2021-1; or
- (iii) grant a credit against, eliminate or reduce the future Special Taxes levied on the taxpayer's property within CFD No. 2021-1 in the amount of the overpayment provided that the CFD Administrator can certify there are sufficient Special Taxes to pay for the Special Tax Requirements for Facilities.

SECTION M MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes, provided, however, that CFD No. 2021-1 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

**SECTION N
INTERPRETATIONS**

The City Council may interpret this Rate and Method of Apportionment of Special Tax by ordinance or resolution for purposes of clarifying any vagueness or ambiguity. Any decision of the City Council shall be final and binding as to all persons



Staff Report

TO: City Council
FROM: Elizabeth Gibbs, Community Services Director
DATE: April 20, 2021
SUBJECT: **Second Amendment to the Agreement for Maintenance Services with Jan-Pro of Ontario, Inc., for Custodial Services**

Background and Analysis:

In October of 2020, the City executed a \$23,250 contract with Jan-Pro of Ontario, Inc., (Jan-Pro) for custodial services. This contract was awarded in accordance with Beaumont Municipal Code Chapter 3.01.040, which requires an informal bidding procedure for maintenance work and other general service projects with cost estimates between \$45,000 and \$175,000 (Attachment A).

On December 1, 2020, City Council approved an amendment to the agreement to add the custodial services of the Police Department and Police Annex (Attachment B). This addition allowed City Grounds Maintenance staff to return to assignments in the field. This amendment was to continue services for the remainder of FY2021.

With the reopening of the Albert A. Chatigny Sr. Community Recreation Center (CRC) to host a vaccine clinic for the County of Riverside (County), it is necessary to implement additional custodial services in the building. Jan-Pro has agreed to clean the areas of the building being used by the County during the vaccine clinic for an additional monthly amount, as well as conduct a one-time deep cleaning of the entire facility now that the Boys and Girls Club have vacated the building (Attachment C). As part of the lease agreement with the County, the monthly costs for cleaning will be reimbursed to the City (Attachment D).

The additional costs are as follows:

Community Recreation Center (Vaccine Clinic)	March 2021-June 2021	\$2,490.00/monthly (County to reimburse)
One Time Deep Cleaning	January 2021-June 2021	\$2,800.00
Total		\$10,832.26

Fiscal Impact:

The City's monthly costs for cleaning the CRC vaccine clinic area will be reimbursed by the County as part of the executed lease agreement.

The one-time deep cleaning of the CRC will be absorbed in the current adopted budget.

With this Second Amendment, the new total contract amount with Jan-Pro will be Seventy-Three Thousand Nine-Hundred Twenty-Two dollars and Twenty-Six cents (\$73,922.26), an increase of Ten-Thousand Eight-Hundred Thirty-Two dollars and Twenty-Six cents (\$10,832.26).

Recommended Action:

Approve the second amendment to the Agreement for Maintenance Services with Jan-Pro of Ontario, Inc., in the amount of Seventy-Three Thousand Nine-Hundred Twenty-Two dollars and Twenty-Six cents (\$73,922.26) and authorize the City Manager to execute the amendment on behalf of the City.

Attachments:

- A. Agreement for Maintenance Services
- B. First Amendment to the Agreement for Maintenance Services
- C. Second Amendment to the Agreement for Maintenance Services
- D. County of Riverside Lease Agreement

AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES is made and effective as of the 1st day of October, 2020 by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Jan-Pro of Ontario whose address is 3200 Inland Empire Blvd #250, Ontario, CA 91764 (“CONTRACTOR”).

RECITALS

A. CONTRACTOR submitted a proposal (“Proposal”) in response to a request from the CITY to provide certain services, which Proposal is attached hereto as **Exhibit “A”** and made a part hereof by this reference; and

B. CITY desires to engage CONTRACTOR to provide the services provided for in the Proposal; and

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 completion of the services (“Services”) provided for in the Proposal. Contractor shall commence the Services on or before October 1, 2020 and shall complete the Services no later than December 31, 2020. Notwithstanding the forgoing, City may terminate this Agreement upon written notice to Contractor, provided it pays Contractor for all services provided prior to termination.

2. 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.

3. Compensation.

3.01 CONTRACTOR shall be paid at the rates set forth in the Proposal. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR for the completion of the Services under this Agreement shall not exceed twenty-three thousand, two hundred and fifty dollars (\$23,250.00).

4. Obligations of CONTRACTOR.

4.01 CONTRACTOR shall perform all Services under this Agreement in a good and workman like manner, consistent with the standards generally recognized as being employed by contractors in the State of California. 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. As provided for in the indemnification provisions of this Agreement, CONTRACTOR shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the applicable standard of care. 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.

4.02 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.

4.03 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.

4.04 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.

4.05 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.

4.06 CONTRACTOR shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County.

5. Insurance.

5.01 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. Attached hereto as Exhibit "B" are copies of Certificates of Insurance and endorsements as required by Section 6.02. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to

amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

5.02 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.

5.03 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.

5.04 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. General Conditions Pertaining to Insurance Coverage

6.01 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.

6.02. 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.

6.03. 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.

6.04 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. Indemnification.

7.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8. Status of CONTRACTOR.

8.01 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.

8.02 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.

8.03 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.

9. Miscellaneous Provisions.

9.01 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. The Recitals to this Agreement are hereby incorporated herein by this reference.

9.02 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.

9.03 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.

9.04 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.

9.05 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.

9.06 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to

any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CITY OF BEAUMONT

By: 
Todd Parton, City Manager

Date: 9/24/2020

CONTRACTOR:

By: Kerri Poyle

Print Name: Kerri Poyle

Title: General Manager

Date: 9-17-20

EXHIBIT "A"
PROPOSAL
(insert behind this page)

JAN-PRO®

Item 8.

JAN-PRO OF ONTARIO



Measurable Cleaning. Guaranteed Results.®



Dear Doug,

On behalf of JAN-PRO it is our privilege to submit our formal cleaning proposal for your review today. In situations like this, every vendor wants to show their services in their best light and JAN-PRO is no exception. What we hope will serve to differentiate our proposal today are the customer benefits that make us a different type of cleaning partner to our portfolio of over 35,000 global clients every day. Whether you judge us by our reputation, our franchise owner commitment, our unique cleaning processes themselves or by our written service guarantee, we hope you will find JAN-PRO to be a worthy partner for your organization and look forward to addressing any additional questions you may have.

Sincerely,

Kerri Poyle
General Manager

ABOUT US

At
JAN-PRO,
it's not just
what we say –
it's what
we do.

Measurable Cleaning. Guaranteed Results.®

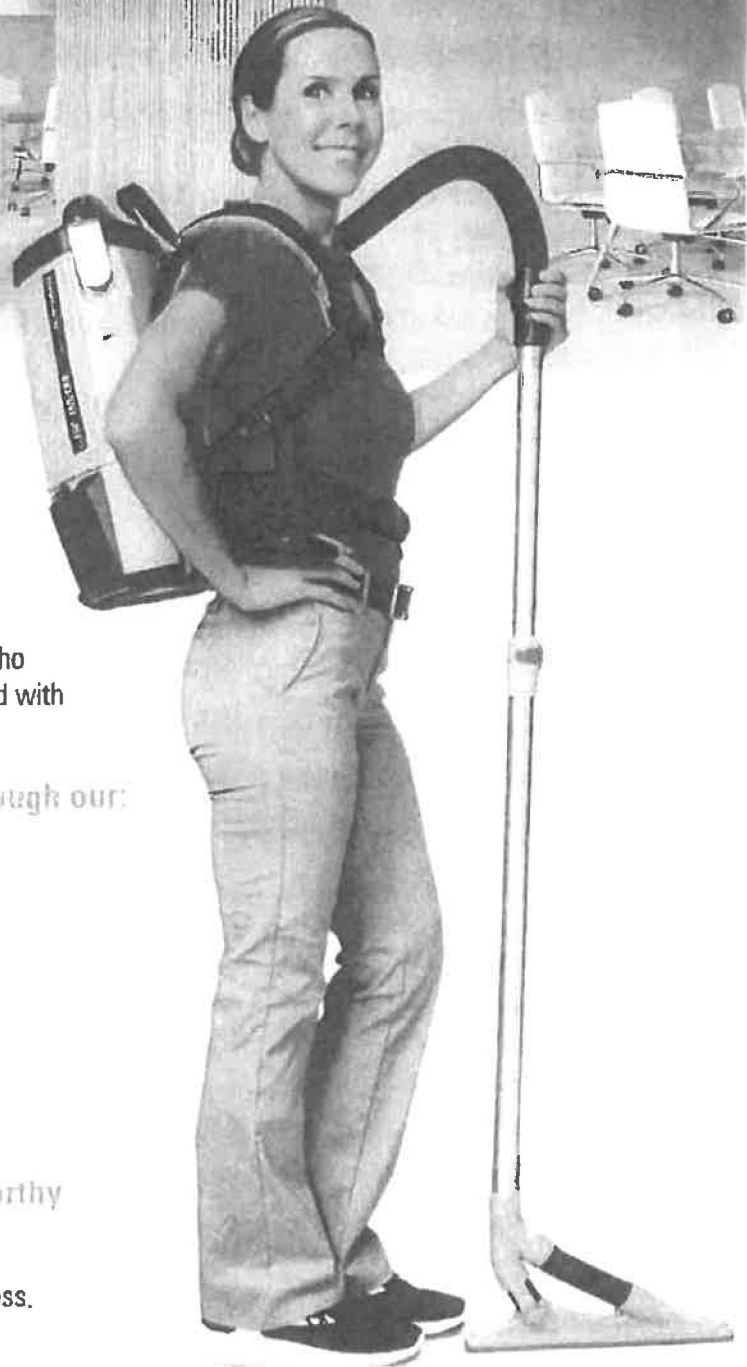
Since 1991, we've paved the way in commercial cleaning. Trust, reliability, innovation, and leadership are the core of who we are, and that's how we've become a proven, global brand with the best support and expertise in the business.

We lead the commercial cleaning industry through our:

- Lasting client relationships
- Quality service guarantee
- Stable, reliable cleaning owner-operators
- Extensive training program
- Best-in-class cleaning process
- Efficient, eco-friendly technology
- Innovative products & equipment
- Performance evaluation & reporting

We're committed to the deepest, most trustworthy partnerships in commercial cleaning.

So don't let the dirty work keep you from running your business. Trust JAN-PRO for a consistent clean from the same reliable owner-operators every time – guaranteed.



JAN-PRO AS A BRAND

At JAN-PRO, our reputation sets us apart. We're proud of the relationships we've built and the accomplishments we've achieved:

- #1 Commercial Cleaning Franchise in 2018 and for 10 years by *Entrepreneur* magazine
- #2 Top Low-Cost Franchise to Own Under \$50,000 in 2018 by *Entrepreneur* magazine
- #4 Top Fastest-Growing Franchise in 2018 by *Entrepreneur* magazine
- Ranked as a Top Global Franchise in 2018 and for 8 years by *Entrepreneur* magazine
- Ranked as a Top 200 Franchise in 2018 and for 9 years by *Franchise Business Review* magazine
- Ranked as a Top 50 Franchise for Minorities for 7 years by *USA Today* newspaper
- Top 100 Global Franchises for 2018 by *Franchise Direct*
- Ranked as a Top Franchise for Veterans in 2017 by *Entrepreneur* magazine

JAN-PRO was founded in 1991 by a veteran. We created our VetConnectionSM program to serve those who have served our country:

- The VetConnectionSM program is the 1st franchise commercial cleaning program designed specifically around veterans' needs, including veteran discounts and additional incentives on equipment and supplies.
- The VetConnectionSM program helps put veterans in business where they can apply their team skills and other disciplines.

As a leader in our industry, we're committed to advancing the leaders of tomorrow through the JAN-PRO Your Family First Scholarship[®] program:

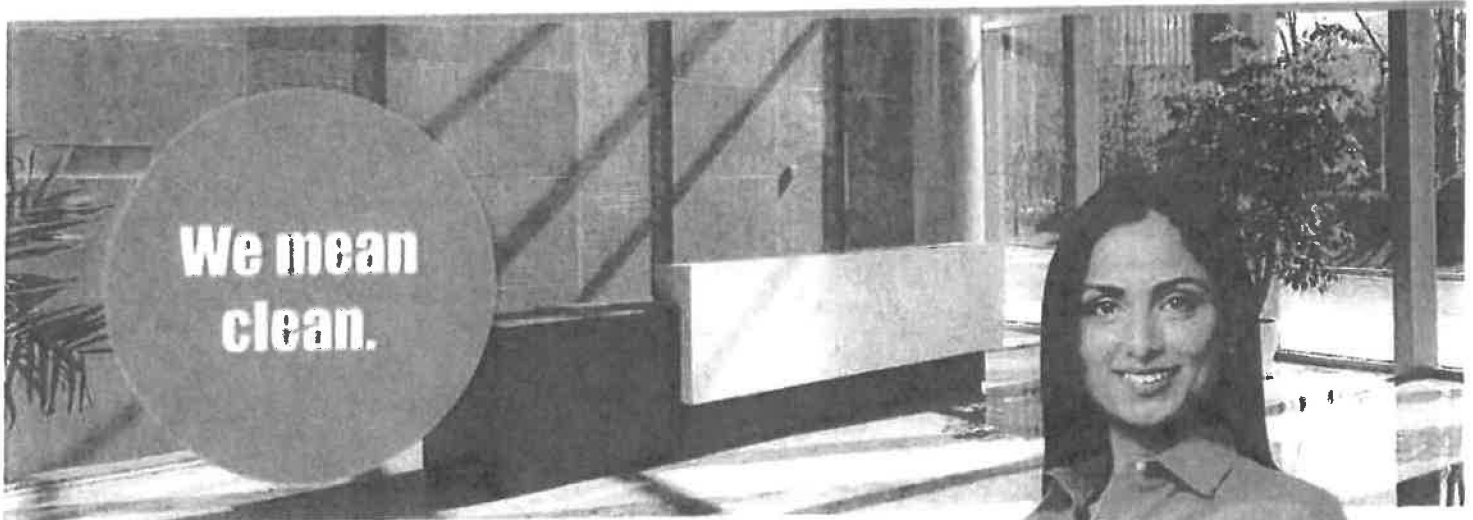
- The JAN-PRO Your Family First Scholarship[®] program has awarded over \$277,000 in scholarships to almost 200 students.
- Through our partnership with Scholarship America, the nation's leading nonprofit scholarship and educational support organization, we help fund college tuition for eligible JAN-PRO candidates.



2018 Franchisee Satisfaction Awards
FranchiseBusinessREVIEW



OUR GUARANTEE



**Every cleaning company
promises great service --
But only JAN-PRO
guarantees it.**

The JAN-PRO Guarantee reflects our commitment to the best training, newest technology, most measurable results, and highest quality commercial cleaning service available.

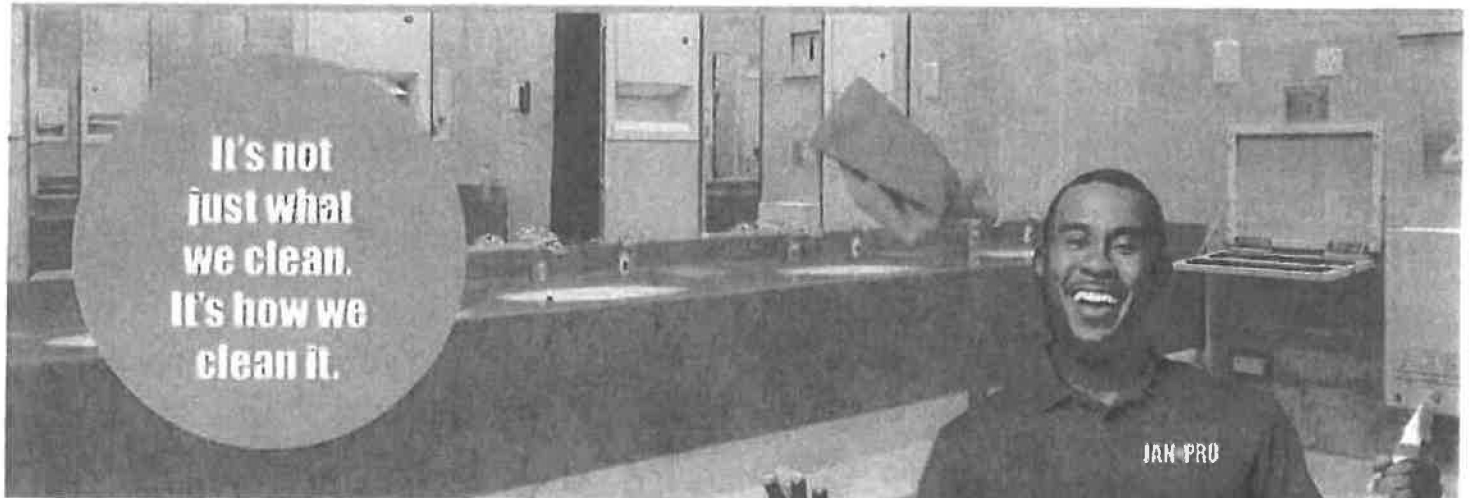
We promise to:

- Complete all regularly scheduled cleaning commitments on time
- Respond to and promptly resolve any service issues within 1 business day
- Schedule a complimentary cleaning if we fail to meet either of these obligations

When it's all said and done, we tell you what we do. We do what we say. And you can trust that we mean it -- every time.

Trusted. Clean. Guaranteed.

JAN-PRO SIGNATURE CLEAN®



The process is simple: Trusted + Clean = Guaranteed.

The JAN-PRO Process is designed to guarantee customer satisfaction through quality, technology, and measurement for a consistent clean from the same reliable owner-operators – every time.

STEP 1:

JAN-PRO Signature Clean® Services = Quality Commitment

Every JAN-PRO professional goes through the most in-depth certification in the industry, ours.

Our 5-week certification program includes:

- How to work safely in public areas
- How to maintain bacteria-free surfaces
- How to work faster & greener
- How to dust offices without disturbing them
- The importance of chemical dwell time
- Treatments for hard floors
- Thorough carpet-cleaning techniques
- OSHA safety protocols

Our owner-operators are uniformed, bonded, and insured – so you can trust us to get the job done safely and professionally.



JAN-PRO TECHNICS® & JAN-PRO TRACKER®

STEP 2:

JAN-PRO Technics® Technology = Quality Delivered

The JAN-PRO Technics® technology is the science behind our services. We deliver quality using the most advanced products and equipment, including:

- Hospital-strength disinfectants for the broadest kill range of surface bacteria
- HEPA-rated backpack vacuums that filter out 99.9% of particles from the air
- Microfiber cloths and mops that trap dirt more efficiently and effectively
- Eco-friendly cleaning chemicals that cover a greater area while using less product
- The best safety equipment available

STEP 3:

JAN-PRO Tracker® Inspections = Quality Measured

We mean clean – but it's only clean when we confirm it's clean. With our JAN-PRO Tracker® inspections, we routinely check our work and benchmark our results:

- First, we assess your cleaning needs and decide where to focus our expertise.
- After the initial period (usually 30 days), a JAN-PRO field service consultant inspects your property using our 50-point checklist – so no spot, nook, or cranny is overlooked.
- Adjustments are made if needed, and the inspections continue on a regular schedule.



SCOPE OF WORK

Daily

<p>Entrance/Lobbies/ Common Areas/Hallways</p>	<ul style="list-style-type: none"> • Vacuum and spot clean carpet in high traffic areas. • Wipe and polish all metal surfaces within hand reach. • Empty and clean trash receptacles. • Dust pictures and clean glass if necessary. • Vacuum or brush lobby furniture. • Clean entry glass doors. • Spot clean doors and walls. • Dust mop and damp mop all hard surface floors. • Damp mop tile using neutral cleaner only.
<p>Offices/ Conference Rooms</p>	<ul style="list-style-type: none"> • Vacuum all high-traffic areas. • Sweep or dust all exposed concrete, vinyl, asphalt, rubber and similar flooring. Pick up spillage as needed. • Damp mop and thoroughly clean vinyl flooring. • Dust all desks, if cleared. • Remove all gum and foreign matter in sight. • Empty and clean all waste receptacles and replace liners. Remove waste material to building trash bin. • Clean all furniture tops. • Check & clean all high and low ledges, shelves, bookcases, credenzas, file cabinets, tables, pictures, etc. • Disinfect and wash clean all water fountains and water coolers in tenant areas.
<p>Kitchen/Break Areas</p>	<ul style="list-style-type: none"> • Wipe down all counter tops. • Disinfect and clean all water fountains and water coolers. • Wipe down all tables from food debris. • Wipe down outside surfaces of microwaves and refrigerators. • Empty all waste receptacles and replace liners. • Remove waste material to building trash bin. • Sweep and mop floors.
<p>Restrooms</p>	<ul style="list-style-type: none"> • Wash all floors with germicidal disinfectant and remove all spots and stains. • Wash and polish all mirrors and bright work. • Wash and wipe dry all plumbing fixtures. • Wash and disinfect all toilet seats, both sides. • Scour, wash and disinfect all basins and bowls. • Empty paper towel trash receptacles and dispose in building trash receptacle. Replaced trash liners. • Fill soap dispensers and paper towel dispensers. • Fill toilet tissue dispensers. • Clean and wash receptacles and dispensers.

- Remove fingerprints and spots from walls.
- Remove all unauthorized marks and writing from walls, etc.
- Prime all floor drains.
- Report all maintenance problems to building manager (dripping faucets, broken fixtures, etc.)

ADDITIONAL NOTES:

SCOPE OF WORK (cont.)

WEEKLY

Entrance/Lobbies/
Common
Areas/Hallways

- Dust and spot clean walls and baseboards.
- Clean door jambs.

General Areas/
Conference Rooms

- Disinfect and thoroughly clean all telephones.
- Wipe clean all bright work.
- Thoroughly vacuum and spot clean all carpeted areas wall to wall.
- Remove fingerprints from all painted surfaces near light switches, entrance doors, etc.

Windows

- Clean Window sills.

Restrooms

- Pour water down floor drains

MONTHLY

General Areas/
Conference
Rooms/Offices

- Thoroughly hand dust and wipe clean all furniture, file cabinets, shelving fixtures, picture frames, and all other high or low dusting areas with a chemically treated cloth.
- Dust all baseboards with damp cloth.
- Vacuum or brush all upholstered furniture.
- High dust lighting and ventilating ducts.

Windows

- Clean windows and window coverings.

Kitchen/Break
Rooms

- Refrigerator Clean Out

Restrooms

- Dust and clean walls (washed tiled walls and partitions)
- High dust wall, light fixtures and ventilation grills.

ADDITIONAL NOTES: Masking deodorants will not be used in lieu of disinfectants.



CARPET
HARD SURFACE FLOORS
UPHOLSTERY AND WORKSTATIONS
WINDOWS
LIGHTING

- Spot removal
- Carpet cleaning

- Burnishing
- Top scrub and refinish (wax)
- Strip and wax
- Ceramic Tile Scrub

- Vacuum partitions
- Spot removal
- Extraction cleaning

- Inside and outside (ground floor only)

- Cleaning lights and light fixtures
- Replacing bulbs

PROCUREMENT OF SUPPLIES

- Paper products
- Hand soap
- Trashcan liners
- Dispensers and containers
- Other consumable supplies

CLEANING AGREEMENT

This Agreement is made between New Venture of San Bernardino LLC d/b/a JAN-PRO CLEANING SYSTEMS Of Ontario ("JAN-PRO") and Beaumont Civic Center ("CLIENT"). CLIENT and JAN-PRO agree that JAN-PRO will begin service at the location(s) Identified above and under the below terms.

1. **JAN-PRO** agrees to perform the recurring janitorial services and at the frequencies stated in pricing agreement.
2. **JAN-PRO** will provide all chemicals, equipment, labor, and supervision. **CLIENT** will provide all restroom paper products, hand soap and can liners.
3. **JAN-PRO** will fulfill its obligations under this Agreement through its franchised system. **JAN-PRO** will identify the franchisee selected to service **CLIENT** before the start date of service. Each franchisee has been successfully trained on the **JAN-PRO** methods and procedures and is bound by the terms of this Agreement. **CLIENT** has the right to request a change in franchisee at any time.
4. **JAN-PRO** sends invoices at the beginning of each month for the recurring janitorial services, with payment terms at net 30 days. All additional services are invoiced as incurred, with payment terms at net 15 days. A finance charge of 1.5% per month (minimum is \$15.00) is assessed on all delinquent accounts over 60 days.
5. This is a month to month agreement.
6. **CLIENT** agrees to verbally notify **JAN-PRO** of any service issues before **CLIENT** provides any written notification.
7. This Agreement may be terminated for non-performance only and the terminating party must give the other party written notice specifying in detail the nature of any non-performance. The non-terminating party will then have 5 working days to cure to the reasonable satisfaction of the terminating party. If the non-performance is not cured within the 5 working days the terminating party will notify the non-terminating party in writing of the failure to cure, and this Agreement will terminate 30 days after the date of the notice. All written notices must be timely and by overnight courier.
8. **CLIENT** agrees that during the term of this Agreement and for 90 days after the expiration or termination of this Agreement, **CLIENT** will not employ directly or indirectly any **JAN-PRO** employees, agent representatives, franchisees, or former franchisees.
9. In addition to any other rights, **JAN-PRO** may have, if **CLIENT** breaches this Agreement, **JAN-PRO** is entitled to all costs of **JAN-PRO's** costs of collection, including reasonable attorney fees, paralegal fees, and collection agency fees, in addition to **JAN-PRO** 's lost revenues for the remainder of the term.
10. **JAN-PRO** annually observes the following federally recognized holidays: New Years' Day, MLK Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas. **JAN-PRO** will not provide services on these days. Other conditions may apply that preempt a cleaning. No credit will be given for holiday as this is already factored into pricing.
11. **JAN-PRO** and **JAN-PRO's** franchisee will each maintain commercial general liability insurance of at least \$1,000,000 per occurrence. \$2,000,000 in the aggregate automobile liability, coverage of at least \$1,000,000 and janitorial bonding of at least \$50,000.
12. **JAN-PRO** and **JAN-PRO** franchisee will indemnify **CLIENT** from any claims, damages, injury, liability, losses or compensation, whether or injury to person or damage to property as a result of negligence, gross negligence or willful misconduct in performing the services under this Agreement.

By signing below, CLIENT and JAN-PRO agree to the terms of this Janitorial Services Agreement.

CLIENT**JAN-PRO**

BY:

BY: General Manager

NAME:

NAME: Kerri Poyle 

DATE:

DATE: September 17, 2020

PRICING AGREEMENT

CLIENT: Beaumont Civic Center
CLEANING LOCATION: 550 East 6th Street, Beaumont, CA 92223
DESCRIPTION OF CLEANABLE AREA: See attached Scope of Work
START DATE:

REGULAR SERVICE	PRICE PER MONTH*
During Business Hours	\$7,750.00
5x Weekly Civic Center	
3x Weekly Transit Building D	
3x Weekly Public Works Building B	
2x Weekly Water Treatment Plant	
2x Weekly Maintenance Yard	
2x Weekly Vehicle Maintenance Yard	
2x Weekly Animal Control Building G	

SPECIAL SERVICES	PRICE PER SERVICE*
Carpet Cleaning	0.30 Per sq.ft.
Special Service 1	--
Special Service 1	--
TOTAL SPECIAL SERVICES	--

TOTAL COMBINED SERVICES --

NOTES:

- Pricing is valid for 30 days from the proposal date unless specifically extended by JAN-PRO at its sole discretion.
- Holidays (days not serviced): New Year's, MLK Day, Labor Day, Memorial Day, Thanksgiving Day, Independence Day & Christmas Day
- **By executing this Agreement, the parties agree to be bound by these terms and the conditions set forth in the accompanying Janitorial Services Agreement.**

CLIENT

JAN-PRO

SIGNATURE:

SIGNATURE: *Kerri Poyle* 

PRINT:

PRINT: Kerri Poyle . . .

DATE:

DATE: September 17, 2020

CLEANING AGREEMENT

This Agreement is made between New Venture of San Bernardino LLC d/b/a JAN-PRO CLEANING SYSTEMS Of Ontario ("JAN-PRO") and Beaumont Civic Center ("CLIENT"). CLIENT and JAN-PRO agree that JAN-PRO will begin service at the location(s) identified above and under the below terms.

1. JAN-PRO agrees to perform the recurring janitorial services and at the frequencies stated in pricing agreement.
2. JAN-PRO will provide all chemicals, equipment, labor, and supervision. CLIENT will provide all restroom paper products, hand soap and can liners.
3. JAN-PRO will fulfill its obligations under this Agreement through its franchised system. JAN-PRO will identify the franchisee selected to service CLIENT before the start date of service. Each franchisee has been successfully trained on the JAN-PRO methods and procedures and is bound by the terms of this Agreement. CLIENT has the right to request a change in franchisee at any time.
4. JAN-PRO sends invoices at the beginning of each month for the recurring janitorial services, with payment terms at net 30 days. All additional services are invoiced as incurred, with payment terms at net 15 days. A finance charge of 1.5% per month (minimum is \$15.00) is assessed on all delinquent accounts over 60 days.
5. This is a month to month agreement.
6. CLIENT agrees to verbally notify JAN-PRO of any service issues before CLIENT provides any written notification.
7. This Agreement may be terminated for non-performance only and the terminating party must give the other party written notice specifying in detail the nature of any non-performance. The non-terminating party will then have 5 working days to cure to the reasonable satisfaction of the terminating party. If the non-performance is not cured within the 5 working days the terminating party will notify the non-terminating party in writing of the failure to cure, and this Agreement will terminate 30 days after the date of the notice. All written notices must be timely and by overnight courier.
8. CLIENT agrees that during the term of this Agreement and for 90 days after the expiration or termination of this Agreement, CLIENT will not employ directly or indirectly any JAN-PRO employees, agent representatives, franchisees, or former franchisees.
9. In addition to any other rights, JAN-PRO may have, if CLIENT breaches this Agreement, JAN-PRO is entitled to all costs of JAN-PRO's costs of collection, including reasonable attorney fees, paralegal fees, and collection agency fees, in addition to JAN-PRO 's lost revenues for the remainder of the term.
10. JAN-PRO annually observes the following federally recognized holidays: New Years' Day, MLK Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas. JAN-PRO will not provide services on these days. Other conditions may apply that preempt a cleaning. No credit will be given for holiday as this is already factored into pricing.
11. JAN-PRO and JAN-PRO's franchisee will each maintain commercial general liability insurance of at least \$1,000,000 per occurrence. \$2,000,000 in the aggregate automobile liability, coverage of at least \$1,000,000 and janitorial bonding of at least \$50,000.
12. JAN-PRO and JAN-PRO franchisee will indemnify CLIENT from any claims, damages, injury, liability, losses or compensation, whether or injury to person or damage to property as a result of negligence, gross negligence or willful misconduct in performing the services under this Agreement.

By signing below, CLIENT and JAN-PRO agree to the terms of this Janitorial Services Agreement.

CLIENT

JAN-PRO

BY:

BY: General Manager

NAME:

NAME: Kerri Poyle

DATE:

DATE: September 14, 2020

PRICING AGREEMENT

CLIENT: Beaumont Civic Center
CLEANING LOCATION: 550 East 6th Street, Beaumont, CA 92223
DESCRIPTION OF CLEANABLE AREA: See attached Scope of Work
START DATE:

REGULAR SERVICE

PRICE PER MONTH*

During Business Hours

\$7,750.00

- 5x Weekly Civic Center
- 3x Weekly Transit Building D
- 3x Weekly Public Works Building B
- 2x Weekly Water Treatment Plant
- 2x Weekly Maintenance Yard
- 2x Weekly Vehicle Maintenance Yard
- 2x Weekly Animal Control Building G

SPECIAL SERVICES

PRICE PER SERVICE*

Carpet Cleaning

0.30 Per sq.ft.

Special Service 1

--

Special Service 1

--

TOTAL SPECIAL SERVICES

--

TOTAL COMBINED SERVICES

--

NOTES:

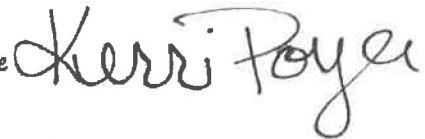
- Pricing is valid for 30 days from the proposal date unless specifically extended by JAN-PRO at its sole discretion.
- Holidays (days not serviced): New Year's, MLK Day, Labor Day, Memorial Day, Thanksgiving Day, Independence Day & Christmas Day
- **By executing this Agreement, the parties agree to be bound by these terms and the conditions set forth in the accompanying Janitorial Services Agreement.**

CLIENT

JAN-PRO

SIGNATURE:

SIGNATURE: *Kerri Poyle*



PRINT:

PRINT: Kerri Poyle

DATE:

DATE: September 14, 2020

EXHIBIT "B"
CERTIFICATES OF INSURANCE AND ENDORSEMENTS
(insert behind this page)

NOTEPAD:

HOLDER CODE **EVIDENC**
INSURED'S NAME **Commerical Cleaning Solutions Inc.**

JANP-34
OP ID: SK

PAGE 2
Date **10/11/2019**

Item 8.

Certificate holder is named as Additional Insured as respects to General Liability and Automobile Liability re: Jan-Pro billed contracts only. Participating franchisees are covered for General Liability, Workers Compensation and Bond. Insured's General Liability is primary and non-contributory to additional insured's insurance. Waiver of subrogation in favor of Additional Insured's where required by written contract. 30 day notice of cancellation applies the policy CBP9883868. Umbrella policy to follow form over the General Liability, Automobile Liability and Workers Compensation policies.

FIRST AMENDMENT TO AGREEMENT FOR MAINTENANCE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR MAINTENANCE SERVICES (“Amendment”) effective as of December 1, 2020 is entered into by the CITY OF BEAUMONT, a municipal corporation (“CITY”), and New Venture of San Bernardino, LLC, a California limited liability company dba Jan-Pro Cleaning Systems of Ontario (“CONTRACTOR”).

RECITALS:

A. CITY and CONTRACTOR entered into that certain Agreement for Maintenance Services dated October 1, 2020.

B. CITY and CONTRACTOR wish to extend the term of the Agreement and add the Police Department premises scope of work.

NOW THEREFORE, THE PARTIES AGREE TO AMEND SECTIONS 1 AND 3 OF THE AGREEMENT TO READ AS FOLLOWS:

1. TERM OF AGREEMENT

This Agreement is effective as of the date first above written and shall continue until completion of the services (“Services”) provided for in the Proposal attached to the original Agreement and as attached hereto as Exhibit “A” (collectively the “Proposal”). Contractor shall commence the Services on or before October 1, 2020 and shall complete the Services no later than June 30, 2020. Notwithstanding the foregoing or anything to the contrary in the Proposal, City may terminate this Agreement upon written notice to Contractor, provided it pays Contractor for all services provided prior to termination.

3. COMPENSATION

3.01 CONTRACTOR shall be paid at the rates set forth in the Proposal. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR for the completion of the Services under this Agreement shall not exceed sixty-three thousand ninety dollars (\$63,090).

The parties have caused this Amendment to be executed by their duly authorized representatives as of the dates set forth below their respective signatures. The Recitals to this Amendment are made a part of this Amendment by this reference. Terms purportedly binding on the City in the Proposal that are in addition to or that conflict with the terms of the Agreement as amended by this Amendment are not binding on the City.

CITY:

CITY OF BEAUMONT

By: _____
Todd Parton, City Manager

CONTRACTOR:

JAN-PRO OF ONTARIO

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"
(ATTACH PROPOSAL FOR POLICE DEPARTMENT PREMISES)

SECOND AMENDMENT TO AGREEMENT FOR MAINTENANCE SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR MAINTENANCE SERVICES (“Amendment”) effective as of March 22, 2021 is entered into by the CITY OF BEAUMONT, a municipal corporation (“CITY”), and New Venture of San Bernardino, LLC, a California limited liability company dba Jan-Pro Cleaning Systems of Ontario (“CONTRACTOR”).

RECITALS:

- A. CITY and CONTRACTOR entered into that certain Agreement for Maintenance Services dated October 1, 2020.
- B. CITY and CONTRACTOR entered into an Amendment for that certain Agreement for Maintenance Services dated December 1, 2020.
- B. CITY and CONTRACTOR wish to extend the term of the Agreement and add the Community Recreation Center premises scope of work.

NOW THEREFORE, THE PARTIES AGREE TO AMEND SECTIONS 1 AND 3 OF THE AGREEMENT TO READ AS FOLLOWS:

1. TERM OF AGREEMENT

This Agreement is effective as of the date first above written and shall continue until completion of the services (“Services”) provided for in the Proposal attached to the original Agreement and as attached hereto as Exhibit “A” (collectively the “Proposal”). Contractor shall commence the Services on or before March 22, 2021 and shall complete the Services no later than June 30, 2020. Notwithstanding the foregoing or anything to the contrary in the Proposal, City may terminate this Agreement upon written notice to Contractor, provided it pays Contractor for all services provided prior to termination.

3. COMPENSATION

3.01 CONTRACTOR shall be paid at the rates set forth in the Proposal. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR for the completion of the Services under this Agreement shall not exceed seventy-three thousand nine-hundred twenty-two and twenty-six cents (\$73,922.26).

The parties have caused this Amendment to be executed by their duly authorized representatives as of the dates set forth below their respective signatures. The Recitals to this Amendment are made a part of this Amendment by this reference. Terms purportedly binding on the City in the Proposal that are in addition to or that conflict with the terms of the Agreement as amended by this Amendment are not binding on the City.

CITY:

CITY OF BEAUMONT

By: _____
Todd Parton, City Manager

CONTRACTOR:

JAN-PRO OF ONTARIO

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"
(ATTACH PROPOSAL FOR CHATIGNY COMMUNITY RECREATION CENTER PREMISES)

PRICING AGREEMENT

CLIENT: Beaumont Community Recreation Center
CLEANING LOCATION: 1310 Oak Valley Pkwy
 Beaumont, CA 92223
DESCRIPTION OF CLEANABLE AREA: See attached Scope of Work
START DATE:

REGULAR SERVICE	PRICE PER MONTH*
After Business Hours	\$2490.00
Vaccine Clinic 5X per week Mon-Friday \$2490.00	
Gym, gym area restrooms, stage, office by stage, front lobby and lobby restrooms	

SPECIAL SERVICES	PRICE PER SERVICE*
Deep Cleaning of Entire Building	\$2800.00
Special Service 1	--
Special Service 1	--
TOTAL SPECIAL SERVICES	--

TOTAL COMBINED SERVICES	--
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NOTES:

- Pricing is valid for 30 days from the proposal date unless specifically extended by JAN-PRO at its sole discretion.
- Holidays (days not serviced): New Year's, MLK Day, Labor Day, Memorial Day, Thanksgiving Day, Independence Day & Christmas Day
- By executing this Agreement, the parties agree to be bound by these terms and the conditions set forth in the accompanying Janitorial Services Agreement.**

CLIENT	JAN-PRO
SIGNATURE:	SIGNATURE: <i>Patricia Gibson</i>
PRINT:	PRINT: Patricia Gibson
DATE:	DATE: April 8, 2021



Rose Salgado
Director of Facilities Management

USE PERMIT

THIS USE PERMIT IS ISSUED as of the 15th day of March 2021, by the City of Beaumont, a California municipal corporation ("Permitter"), located at 550 E. 6th Street, Beaumont, CA 92223, to:

PERMITTEE: COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Department of Facilities Management, Real Estate Division
3133 Mission Inn Avenue
Riverside, CA 92501

REQUESTOR: Emergency Operation Center
4080 Lemon Street
Riverside, CA 92501
Contact Person: Amber Norman
Ph. (951) 536-8932

RECITALS

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency to exist in California as a result of the novel coronavirus (COVID-19);

WHEREAS, on March 10, 2020, the Riverside County Board of Supervisors proclaimed a local health emergency due to the introduction of COVID-19 in Riverside County;

WHEREAS, in the days following, numerous local and state governmental orders were issued, including orders from the Riverside County's Health Officer and Director of Emergency Services that, among other things, instituted stay at home orders, prohibited congregating or having public or private gatherings regardless of size, and closed all non-essential operations and facilities (including county facilities), with all such orders being consistent with and incorporating by reference the Governor's State of Emergency Proclamation dated March 4, 2020, Executive Orders N-25-20 and N-33-20 (Stay at Home order dated March 19, 2020), and all associated orders due to and in response to COVID-19;

Facilities Management
3133 Mission Inn Ave.
Riverside CA 92507
Main Line: 951.955.3345 Fax: 951.955.4828
Facilities Emergency 24-Hour Line: 951.955.4850

Project Management Office
Maintenance & Custodial
Real Estate & Parking
Energy Efficiency
Administration

WHEREAS, Permittee desires to use Permitter's property to conduct COVID-19 vaccinations; and

WHEREAS, Permitter desires to issue this Use Permit ("Permit") to Permittee in order to allow Permittee to provide COVID-19 vaccinations on the hereinafter-described location owned by Permitter.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Permitter and Permittee agree as follows:

1. Permittee is hereby authorized to use the location as indicated below for the purpose of COVID-19 vaccinations. For purposes of this section, "Permittee" shall include all agents, licensees, invitees, representatives, contractors, independent contractors, subcontractors, employees, elected and appointed officials of the County of Riverside.

Location(s)
Albert A. Chatigny Senior Community
Recreation Center
1310 Oak Valley Parkway
Beaumont, CA 92223

Rental Fee: \$ Is subject to reimbursement to the City of Beaumont for contract janitorial cost at the rate of \$2,490 per month.

2. Said premises are to be used as set forth in Section 1 on the following date(s):
Date(s): March 15, 2021 – June 30, 2021
Sunday thru Saturday – 7:00am to 7:00pm
Type of Event: COVID-19 Vaccination Site

3. If the Permittee chooses to cancel prior to June 30, 2021, a 24 hour notice will be given to the Permitter.

4. Check applicable box: Rental Fee Required [] Rental Fee Waived [X]

5. Permittee agrees to comply with the Administrative Policies and Procedures, attached hereto as Exhibit "A" and incorporated herein by this reference. Permittee signing hereby certifies that he/she has legal capacity and is authorized by its governing body to enter into this Use Permit. This Use Permit may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each individual executing this Use Permit on behalf of Permittee represents and warrants that he or she is duly authorized to execute and deliver this Use Permit on behalf of the Permittee.

6. **This Use Permit is entered into pursuant to the Governor's State of Emergency Proclamation dated March 4, 2020 and Executive Order N-25-20, and any subsequent related orders, in response to COVID-19, and is directly related to that emergency and necessary for the preservation of public health and safety.**

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Use Permit.

PERMITTOR:

City of Beaumont, a California municipal corporation

By: 

Name: Todd Larson

Its: City Manager

Date: 3/17/2021

PERMITTEE:

County of Riverside, a political subdivision of the State of California

By: _____
Rose Salgado, Director
Facilities Management

Date: _____

Approved as to Form:

Gregory P. Priamos
County Counsel

By: 
Wesley W. Stanfield
Deputy County Counsel



Staff Report

TO: Mayor, and City Council Members
FROM: Jeff Hart, Public Works Director
DATE: April 20, 2021
SUBJECT: **Approve a Professional Services Agreement with Akel Engineering Group, Inc., for a Total Not-to-Exceed Amount of \$100,000 for Hydraulic Modeling Services**

Background and Analysis:

On November 19, 2019, the City Council awarded a professional services agreement for the development of a wastewater master plan to Akel Engineering Group Inc., (Akel) in an amount not to exceed \$324,806. As part of Akel's effort, a City-wide hydraulic model of wastewater infrastructure has been developed.

City staff is proposing to create a new professional services agreement with Akel to allow for a not-to-exceed amount of \$100,000. The budget of \$100,000 will be used by the City only for on-call hydraulic modeling services where projects are funded through developer provided deposits, non-General Fund capital improvement funds, and grants or other sources exclusive of the General Fund. Authorizing the additional amount will allow City staff to engage in services with Akel to ensure that development adequately mitigates their impact to the City's wastewater system.

Fiscal Impact:

The cost of preparing the staff report is estimated to be \$750.

Recommended Action:

Approve a professional services agreement with Akel Engineering Group, Inc., for a total not-to-exceed amount of \$100,000 for Hydraulic Modeling Services.

Attachments:

- A. Akel Engineering Group, Inc. Professional Services Agreement
- B. Akel Fee Schedule 2021
- C. Akel Fee Schedule 2022

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the ___ day of _____, 2021, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Akel Engineering Group, Inc. whose address is 7433 North First Street, Suite 103, Fresno, CA 93720 (“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 Hydraulic Modeling Services for the City’s Sewer System; 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 three (3) years 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: Hydraulic Modeling related to City’s Sewer System and any other services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Tony Akel as CONTRACTOR’S professional responsible for overseeing the Services provided by CONTRACTOR.
3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed One Hundred Thousand dollars (\$100,000.00).

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work

hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall

comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured’s CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR’s employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers’ Compensation coverage for any of CONTRACTOR’s employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers’ compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required X /Not Required ; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. 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. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this

Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this

Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CITY OF BEAUMONT

By: _____
Mike Lara, Mayor

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"
PROPOSAL



FEE SCHEDULE

Effective Through:

June 30, 2021

Category	Hourly Rate
Principal Engineer	\$200.00
Senior Engineer	\$181.00
Associate Engineer	\$162.00
Assistant Engineer	\$122.00
Engineering Assistant	\$110.00
CAD/GIS Technician	\$110.00
Word Processing/Secretarial	\$82.00
 Other Direct Expenses	
Other Direct Cost	Cost plus 5%

** Fee Schedule is subject to an annual increase at the end of the fiscal year*



FEE SCHEDULE

Effective Through:

June 30, 2022

Category	Hourly Rate
Principal Engineer	\$206.00
Senior Engineer	\$186.00
Associate Engineer	\$167.00
Assistant Engineer	\$126.00
Engineering Assistant	\$113.00
CAD/GIS Technician	\$113.00
Word Processing/Secretarial	\$84.00
 Other Direct Expenses	
Other Direct Cost	Cost plus 5%

** Fee Schedule is subject to an annual increase at the end of the fiscal year*



Staff Report

TO: City Council

FROM: Jeff Hart, Public Works Director

DATE: April 20, 2021

SUBJECT: Approve the Street Selection for the Annual Citywide Street Rehabilitation and Maintenance 20/21 Project CIP R-03 and R-04 and the 2021 Mid-Year Street Enhancement Project CIP R-06 and Authorize City Staff to Finalize the Bid Package and Solicit Bids for the Project

Background and Analysis:

On August 27, 2019, the City Council participated in a Workshop regarding the Road and Rehabilitation Program. The workshop provided detailed repair techniques to address the specific distress types and treatment types based on condition categories. At the end of the workshop, the City Council provided direction to City staff to make street rehabilitation and maintenance a top priority.

Since the workshop City staff has made tremendous progress in executing the City Council's direction. From the workshop to present, City staff has completed approximately 79 lane-miles of rehabilitation and maintenance. The following table summarizes the breakdown of the work performed during that period.

2019 to 2021 Street Rehabilitation & Maintenance							
Treatment Type	Area		Length				
Slurry Seal	4,485,989 SF	498,443 SY	98,373 LF	18.6 Miles	51.2 Lane-Miles		
ARAM Cape Seal	325,249 SF	36,139 SY	8,384 LF	1.6 Miles	3.2 Lane-Miles		
Mill & Overlay	1,341,668 SF	149,074 SY	33,500 LF	6.3 Miles	12.7 Lane-Miles		
Full-depth R&R	712,240 SF	79,138 SY	15,135 LF	2.9 Miles	11.5 Lane-Miles		
New Construction	28,013 SF	3,113 SY	1,099 LF	0.2 Miles	0.4 Lane-Miles		
Total	6,893,158 SF	765,906 SY	156,493 LF	29.6 Miles	79.0 Lane-Miles		

The following figure illustrates the progress since the workshop.

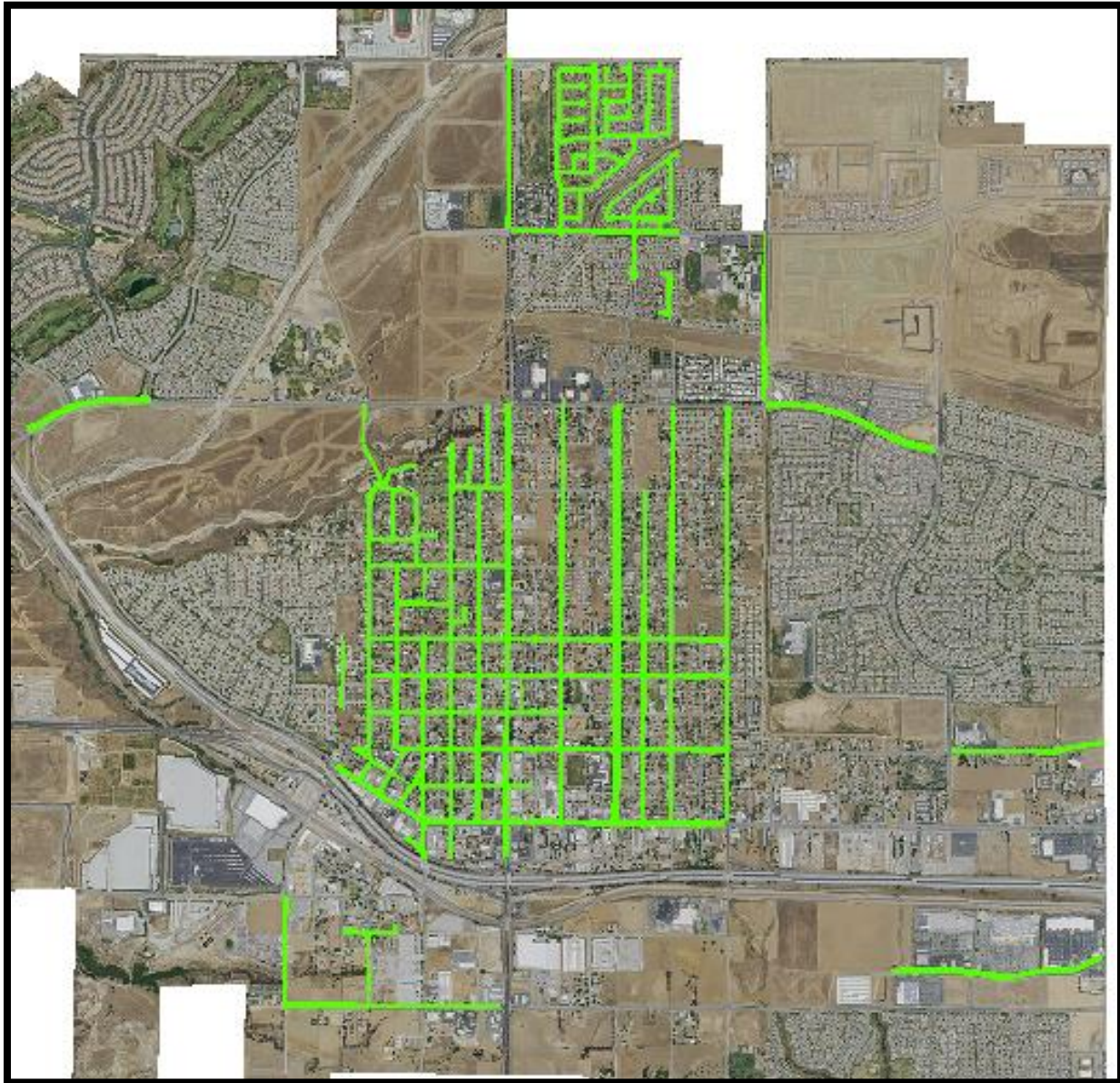


Figure 1 - Recently Treated Streets

On December 5, 2017, City Council received the Pavement Management System Update Final Report by AMS Consulting. The report evaluated the paved network by performing a comprehensive pavement condition survey and established the 2017 Pavement Condition Index (PCI) for each road segment. The City's overall 2017 baseline PCI was 71. The 2019 to present capital improvement plan (CIP) projects and

private development have significantly impacted the baseline PCI. Subsequently, the current overall PCI is higher and a new survey is recommended in FY23.

FY21 Street Rehabilitation and Maintenance Projects

On March 16, 2021, City Council adopted A Resolution of the City Council of the City of Beaumont Amending the Five-Year Capital Improvement Plan for Fiscal Years 2021/2022 – 2024/2025 and Related Prior Year CIP Project Lists. The Annual Citywide Street Rehabilitation and Maintenance 20/21 Projects (CIP R-03 and R-04) and the 2021 Mid-Year Street Enhancement Project (R-06) were included in the amendment. City staff is proposing to advertise, award, and construct the three projects together to minimize the unit cost for similar items like ac paving, slurry seal, etc. and maximize the efficiency of City staff time.

The combined project will spend the most restrictive funds first, SB-1, then Measure A, and, lastly, General Fund revenues. The combined funding sources as shown in the approved CIP budgets provide for a total of \$5,577,934. City staff has identified the preliminary streets based on the 2017 PCI, field verification of listed streets and recommended treatment methods, and the adopted FY20/21 Street list for SB-1 funding. The identified streets will receive the most appropriate treatment method to maximize the budget and community impact. The following is the recommended list of streets for the combined projects.

LIST OF PRELIMINARY STREETS				
STREET NAME	FROM	TO	LENGTH (FT)	AREA (SF)
ACANTHUS	YARROW	END	530	16,960
AKINDALE	CUL-DE-SAC	CLAIBORNE	566	21,198
ALDER	EVERGREEN	BRIARROAK	457	14,624
ALPINE CT	MARIPOSA	N END	144	4,608
AMARYLLIS	CROWN IMPERIAL	MISTLETOE	754	24,128
AMBER LILY	DAISY	W END	703	22,496
AMBROSIA	BUTTERCUP	PAVE CHANGE	158	5,056
AMBROSIA	PAVE CHANGE	BURGUNDY ROSE	286	9,152
ANSER	APOLLO	HADAR	218	6,976
ANTONELL	PENNSYLVANIA	CHERRY	436	16,240
APOLLO	SUNBURST	PAVO	1,076	34,432
ARBOLITO	VALLEY ROSE	E END	229	7,328
ARDITH CT	BURGUNDY ROSE	W END	198	6,336
ASHFORD	BROOKSIDE	CUL-DE-SAC	795	28,969
ASPEN GLEN	EVERGREEN	END	811	25,952
ASTER	EARLY BLUE	DAYLILY	429	13,728
AUGUSTA	FAIRWAY	END	1,198	38,336
AZAELA CT	STARGAZER	END	208	6,656
BANYON / NORRY	NUTWOOD	FLAMINGO	683	26,404

LIST OF PRELIMINARY STREETS				
STREET NAME	FROM	TO	LENGTH (FT)	AREA (SF)
BEACH GRASS	HUNTER MOON	DESERT STAR	200	6,400
BEAUMONT	OAK VALLEY	COUGAR	2,766	148,808
BEDFORD / SIERRA / BELLE	CUL-DE-SAC	LUNA	1,421	57,265
BEGONIA	HEATH	ORCHIS	912	29,184
BERKSHIRE	FIRST	POTRERO	1,199	42,670
BETH	SENECA SPRINGS	NEWBURN	179	9,342
BILBERRY	BURGUNDY ROSE	BUTTERCUP	234	7,488
BILLINGS	LELAND	FLAMINGO	694	25,753
BIRD OF PARADISE CT	LILIES	E END	274	8,768
BIRDSONG	CUL-DE-SAC	FLAMINGO	504	20,882
BLAZING STAR	SUNBURST	NIGHTHAWK	211	6,752
BLAZING STAR	RAIN LILY	SUNBURST	211	6,752
BLOOMS DAY	BURDOCK	N END	266	8,512
BLUE STAR	MOSS ROSE	SERA MOON	455	14,560
BLUEBIRD CT	CARDINAL	END	383	12,256
BOLVARDIA	LILIES	E END	249	7,968
BOTTLEBRUSH CT	WILLOW MOON	W END	249	7,968
BRIAR OAK	ASPEN GLEN	ALDER	227	7,264
BROOKMEADE	LANA	CUL-DE-SAC	513	19,582
BROOKSIDE	CLAIBORNE	CLAIBORNE	1,841	65,512
BROOKSIDE	CITY LIMIT	OAKVIEW	3,298	158,304
BROWN BEAR TRL	QUAIL SUMMIT	SUNNYSLOPE	527	17,918
BRUTUS	DESERT LAWN	END	2,489	79,648
BURDOCK	VALLEY ROSE	W/O BARBETTY (PAVE CHANGE)	756	24,192
BURDOCK	W/O BARBETTY (PAVE CHANGE)	EDELWEISS	274	8,768
BURGUNDY ROSE	AMBROSIA	LIATRIS	1,181	37,792
BUTTERCUP	BILBERRY	TIGER FLOWER	1,046	33,472
CACTUS WREN CT	E DEODAR	END	408	13,056
CADDIE	LONG	DOUBLE EAGLE	289	9,248
CALLAWAY CT	E DEODAR	END	304	9,728
CANYON CREST	MEADOW CREST	PALM	514	17,476
CANYON CREST	PALM	APE CANYON	549	18,666
CARDIFF / GLEN HILL	CUL-DE-SAC	CLAIBORNE	646	25,276
CARDINAL	EVERGREEN	ROAD RUNNER	682	21,824
CARDINAL	OAKVIEW	EVERGREEN	171	5,472
CARINA	SHOOTING STAR	STAR LIGHT	112	3,584
CARMEL CT	E DEODAR	END	149	4,768
CARNATION	MANDRAKE	XENIA	3,217	102,944
CASELTON	CUL-DE-SAC	WINDBOUND	352	14,405
CASEY CT	PARKWAY	END	215	6,880
CASPIA	QUEEN ANNES	W END	276	8,832
CEDAR HOLLOW	CHERRY	END	1,142	36,544
CEDARBROOK	OAKVIEW	EVERGREEN	220	7,040

LIST OF PRELIMINARY STREETS				
STREET NAME	FROM	TO	LENGTH (FT)	AREA (SF)
CEDARVIEW	PALM	END	1,476	50,184
CHALLENGE	LAKEVIEW	TOURNAMENT	292	9,344
CHAMPION	FAIRWAY	CLASSIC	210	6,720
CHENILLE	STAR LIGHT	EARLY BLUE	116	3,712
CHERRY	COUGAR	OAK VALLEY	2,631	73,668
CLAIBORNE	WOODBURN	RING RANCH	1,978	77,821
CLAIBORNE	RING RANCH	WOODBURN	1,931	72,588
CLASSIC	LAKEVIEW	TOURNAMENT	567	18,144
CLOVER	MARIPOSA	JUNIPER	371	11,872
COLD SPRING	LELAND	FLAMINGO	1,019	41,123
COMFREY LEAF	GRAPSEED	VALLEY ROSE	644	20,608
CONNOR	PARKWAY	END	231	7,392
COPPER CIR	INDIGO	END	186	5,952
CORAL	SMOKE TREE	SUNBURST	211	6,752
CORIANDER CT	BARBETTY	W END	194	6,208
COUGAR	BEAUMONT	CHERRY	3,928	227,824
CREEKSIDE	GREENWOOD	HILLVIEW	302	9,664
CRESTON	CUL-DE-SAC	FOX RIDGE	378	15,206
CROWN IMPERIAL	AMARYLLIS	BARBETTY	713	22,816
CURTIS	BRUTUS	HIGH RIDGE	339	10,848
DAFFODIL	SEA LAVENDER	E END	593	18,976
DAHLIA	FREESIA	N END	248	7,936
DAISY	LARKSPUR	END	955	30,560
DARBY DAWN	CUL-DE-SAC	BROOKSIDE	722	26,949
DAX	BRUTUS	PARKWAY	391	12,512
DAYLILY	ASTER	SUNFLOWER CT	290	9,280
DEL SOL	POLARIS	N END	251	8,032
DESERT FOX CT	QUAIL SUMMIT	END	280	9,520
DESERT STAR	N SHOOTING STAR	WILLOW MOON	829	26,528
DIXIANA	CUL-DE-SAC	WINDBOUND	168	8,798
DORADO	SHOOTING STAR	STAR LIGHT	112	3,584
DOUBLE EAGLE	TEE TIME	CADDIE	732	23,424
DOVE	LYRA	SHOOTING STAR	210	6,720
E DEODAR	N DEODAR	S MONTE VERDE	1,120	35,840
EARLY BLUE	ASTER	SENITA	637	20,384
EDELWEISS	OAK VALLEY	TULIP CIR	1,130	36,160
EIGHTH	PENNSYLVANIA	XENIA	3,426	149,093
EMERALD MOON	STAR LIGHT	RIGEL	101	3,232
EMERALD MOON	JADE MOON	STAR LIGHT	114	3,648
EMORY	FIRST	FLAMINGO	950	41,890
ENDRESEN CT	RANCHO VISTA	END	260	8,320
EVERGREEN	PINEBOURNE	CUL-DE-SAC	407	17,991
EVERGREEN	PARKVIEW	ASPEN GLEN	1,726	55,232
FAIRWAY	S/O WESTCHESTER	OAKVIEW	2,567	105,247
FIRST	MAGNOLIA	HIGHLAND SPRINGS	8,020	506,222
FIRST	HWY 79	MAGNOLIA	369	25,327
FIRST	PENNSYLVANIA	PENNSYLVANIA	510	25,029

LIST OF PRELIMINARY STREETS				
STREET NAME	FROM	TO	LENGTH (FT)	AREA (SF)
FIRST	COMMERCE	COMMERCE	478	34,459
FLAMINGO	CUL-DE-SAC	COLD SPRINGS	2,180	84,627
FLORA / STARA / LELSIE	COLD SPRINGS	COLD SPRINGS	788	32,182
FLOWER	ROSE	PRIMROSE	720	23,040
FOX RIDGE / WILSEY	HARDWICK	CUL-DE-SAC	967	37,946
FREESIA	QUEEN ANNES	E END	563	18,016
FREESIA	SEA LAVENDER	QUEEN ANNES	741	23,712
GAINESWAY	CUL-DE-SAC	CLAIBORNE	519	19,474
GAINSBOROUGH	CUL-DE-SAC	WINDBOUND	486	19,219
GATEWAY	OAK VALLEY	BRUTUS	621	28,566
GLEN HILL / HIGHLAND	CUL-DE-SAC	CLAIBORNE	661	25,931
GOLD FINCH	SERA MOON	JADE MOON	234	7,488
GOLDEN	INDIGO	OAKVIEW	984	31,488
GOLF	LONG	END	424	13,568
GOLF CLUB	OAKVALLEY	GATE	3,947	169,721
GORDON	CUL-DE-SAC	BERKSHIRE	157	9,073
GRAHAM	ROLLINGWOOD	REDWOOD	551	21,387
GRAPESEED	OAK VALLEY	BURDOCK	531	17,207
GRAPESEED	OAK VALLEY	BURDOCK	476	15,232
GREENWOOD	EVERGREEN	CREEKSIDE	736	23,552
HADAR	ANSER	W END	268	8,576
HARDWICK	RING RANCH	BROOKSIDE	778	28,894
HARVEST	CUL-DE-SAC	HELEN	191	9,839
HAWTHORNE	SHAMROCK	LAURESTIN	313	10,016
HEEDRICK	CUL-DE-SAC	WINDBOUND	168	8,865
HEIDI CIR	TRINETTE	END	261	8,874
HELEN	ROLLINGWOOD	REDWOOD	552	21,430
HICHORY TREE	CLAIBORNE	HURSTLAND	441	15,316
HIGH RIDGE	END	END	2,905	92,960
HIGHLAND SPRINGS	I-10 EB RAMPS	FIRST	1,791	98,141
HIGHLAND SPRINGS	FIRST	POTRERO	1,265	48,633
HILLVIEW	EVERGREEN	CREEKSIDE	849	27,168
HOUSTONIA	MISTLETOE	SHAMROCK	794	22,232
HUNTER MOON	RAIN LILY	W END	1,998	63,936
HURSTLAND	CUL-DE-SAC	LIVE OAK	820	31,529
INDIGO	OAKVIEW	GOLDEN	835	26,720
IRIS	OAKVIEW	ROSE	142	4,544
IVY CT	STARGAZER	END	260	8,320
IVY	N LARKSPUR	SUNDANCE	112	3,584
IVY	SUNDANCE	MOSS ROSE	112	3,584
JADE CT	ROSE	END	127	4,064
JADE MOON	NIGHT HAWK	SAND PIPER	963	30,816
JENSON	WENG STAR	WINTER PINE	221	7,514

LIST OF PRELIMINARY STREETS				
STREET NAME	FROM	TO	LENGTH (FT)	AREA (SF)
JONABELL	RIND RANCH	DARBY DAWN	706	27,320
JONQUIL	OAK VALLEY	BEGONIA	130	4,160
JUNIPER	N LARKSPUR	CLOVER	285	9,120
KATHERINE CT	N DEODAR	END	457	14,624
KELLY	BRUTUS	HIGH RIDGE	338	10,816
KELLY	BRUTUS	RANCHO VISTA	537	17,184
KIRBY CT	COUGAR	END	284	9,656
LA COSTA CT	LAKESIDE	END	184	5,888
LA QUINTA CT	LAKEVIEW	END	215	6,880
LAKESIDE	OAKVIEW	SPYGLASS CT	1,270	40,640
LAKEVIEW	CLASSIC	END	959	30,688
LANA	WOODBURN	OLIVE	1,125	41,360
LAURESTINE	HAWTHORN	POLYANTHUS	532	17,024
LEEDS	REDWOOD	FIRST	169	8,309
LELAND	LUNA	COLD SPRINGS	1,761	61,900
LIATRIS	BURGUNDY ROSE	SEA LAVENDER	448	14,336
LILIES	SWEETPEA	SEA LAVENDER	1,163	37,216
LIVE OAK	CLAIBORNE	HURSTLAND	456	16,009
LONG	TEE TIME	END	1,301	41,632
LUNA	FIRST	FLAMINGO	988	43,525
LYRA	DESERT STAR	WATERLEAF CT	1,172	37,504
LYTHRUM CT	SARDONIA	N END	311	9,952
MANDRAKE	PERIWINKLE	END	903	28,896
MARIPOSA	SUNBURST	DAISY	1,021	32,672
MARSHALL	COUGAR	ORO LEAF	183	6,222
MASTERS	TOURNAMENT	OAKVIEW	184	5,888
MASTERS	LAKEVIEW	TOURNAMENT	401	12,832
MEADOW CREST	CEDARVIEW	CANYON CREST	464	15,776
MESQUITE VIS	BROWN BEAR TRAIL	END	423	14,382
MISTLETOE	AMARYLLIS	TULIP CIR	797	25,504
MOCKINGBIRD CIR	CARDINAL	END	97	5,141
MORGAN	W MONTE VERDE	BROOKSIDE	1,127	36,064
MOSS ROSE	NIGHTHAWK	SAND PIPER	1,067	34,144
MOUNTAIN VIEW TRAIL	END	END	1,088	36,992
N DEODAR	BROOKSIDE	E DEODAR	1,912	61,184
N LARKSPUR	MARIPOSA	DAISY	1,540	49,280
N LARKSPUR	JUNIPER	MARIPOSA	314	10,048
NEWBURN	CUL-DE-SAC	ROLLINGWOOD	667	27,171
NIGHTHAWK	MOSS ROSE	JADE MOON	602	19,264
NILSEN CT	RANCHO VISTA	END	529	16,928
NUTWOOD	LELAND	FLAMINGO	719	27,021
OAK VALLEY	CITY LIMITS	DESERT LAWN	7,944	653,624
OAK VALLEY	OAK VIEW	BEAUMONT	5,305	345,103
OAK VALLEY	BEAUMONT	CHERRY	3,969	242,698
OAK VALLEY	STARLIGHT	HIGHLAND SPRINGS	2,788	200,996
OAK VIEW	OAK VALLEY	BROOKSIDE	5,957	309,003

LIST OF PRELIMINARY STREETS				
STREET NAME	FROM	TO	LENGTH (FT)	AREA (SF)
OAKHURST CT	N DEODAR	END	457	14,624
OAKVALLEY VILLAGE CIR	GOLF CLUB	GOLF CLUB	1,398	53,124
ORCHIS	YARROW	BEGONIA	621	19,872
ORO LEAF	TIFFANY	END	387	13,158
PACIFIC TRAILS	CEDARVIEW	END	297	10,098
PALM	CANYON CREST	OAK VALLEY	1,910	145,160
PARKVIEW	OAKVIEW	EVERGREEN	204	6,528
PARKWAY	END	CONNOR CT	1,166	37,312
PAVO	RIGEL	APOLLO	262	8,384
PERIWINKLE	SHAMROCK	MANDRAKE	579	16,212
PERKINS CIR	RANCHO VISTA	END	262	8,384
PETUNIA CT	SEA LAVENDER	E END	332	10,624
PHOENIX	POLARIS	SUNBURST	749	23,968
PINEBOURNE	LANA	CUL-DE-SAC	498	18,771
PINERIDGE CIR	LAKESIDE	END	356	11,392
PINNACLE	LAKESIDE	OAKVIEW	441	14,112
AYA	SIERRA	LUNA	438	16,569
POINSETTA	TIGER FLOWER	YARROW	130	4,160
POLARIS	SUNBURST	DEL SOL	868	27,776
POLYANTHUS	LAURESTINE	MANDRAKE	313	10,016
POPPY CT	SMOKE TREE	W END	996	31,872
POTRERO	DIEGO	HIGHLAND SPRINGS	7,203	448,420
PRIMROSE	STARGAZER	FLOWER	551	17,632
QUAIL SUMMIT	COUGAR	END	881	29,954
QUEEN ANNES	SNAPDRAGON	CARNATION	1,384	44,288
QUINCE	HOUSTONIA	SEA LAVENDER	904	28,928
RAIN LILY	HUNTER MOON	SHOOTING STAR	762	24,384
RANCHO VISTA	PERKINS CIR	NILSEN CT	1,056	33,792
REDWOOD	GRAHAM	HELEN	644	26,782
RIGEL	SPICA	PAVO	828	26,496
RING RANCH	WEST TERMINATION	CLAIBORNE	3,731	168,683
RING RANCH	CLAIBORNE	VIELE	1,280	58,777
ROAD RUNNER	ROBIN GLEN	CARDINAL	293	9,376
ROASE	INDIGO	GOLDEN	1,692	54,144
ROBIN GLEN	EVERGREEN	ROAD RUNNER	715	22,880
ROLLINGWOOD	GRAHAM	NEWBURN	531	22,212
S MONTE VERDE	MORGAN	S END	1,566	50,112
SAFFRON CT	BURGUNDY ROSE	W END	190	6,080
SAGAMORE	CUL-DE-SAC	CLAIBORNE	553	20,736
SAGEBRUSH	END	END	1,344	43,008
SAGEBRUSH	SAGEBRUSH	HUNTER MOON	510	16,320
SAND PIPER	MOSS ROSE	JADE MOON	714	22,848
SANTA PAULA CT	N DEODAR	END	431	13,792
SARDONIA	AMARYLLIS	LYTHRUM CT	230	7,360
SENECA SPRINGS	FIRST	POTRERO	1,172	83,941
SENITA	EARLY BLUE	WALL FLOWER	261	8,352

LIST OF PRELIMINARY STREETS				
STREET NAME	FROM	TO	LENGTH (FT)	AREA (SF)
SERA MOON	GOLD FINCH	SAND PIPER	653	20,896
SHADOW HILLS TR	MOUNTAIN VIEW TRAIL	END	920	31,280
SHAMROCK	SEA LAVENDER	PERIWINKLE	991	27,748
SHARON CT	W MONTE VERDE	END	228	7,296
SHOOTING STAR	RAIN LILY	N END	2,434	77,888
SHORT IRON	DOUBLE EAGLE	OAKVIEW	160	5,120
SILVER CT	GOLDEN	END	280	8,960
SILVER TORCH	SAGEBRUSH	OAK VALLEY	1,306	41,792
SMOKE TREE	POPPY CT	N END	781	24,992
SNAPDRAGON	CARNATION	STAR LIGHT	1,138	36,416
SPARROW PT	BLUE STAR	W END	488	15,616
SPICA	RIGEL	APOLLO	251	8,032
SPYGLASS CT	LAKESIDE	END	273	8,736
ANDREWS	WILLOWBEND	AUGUSTA	258	8,256
STAR LIGHT	OAK VALLEY	HIGHLAND SPRINGS	6,399	435,132

Fiscal Impact:

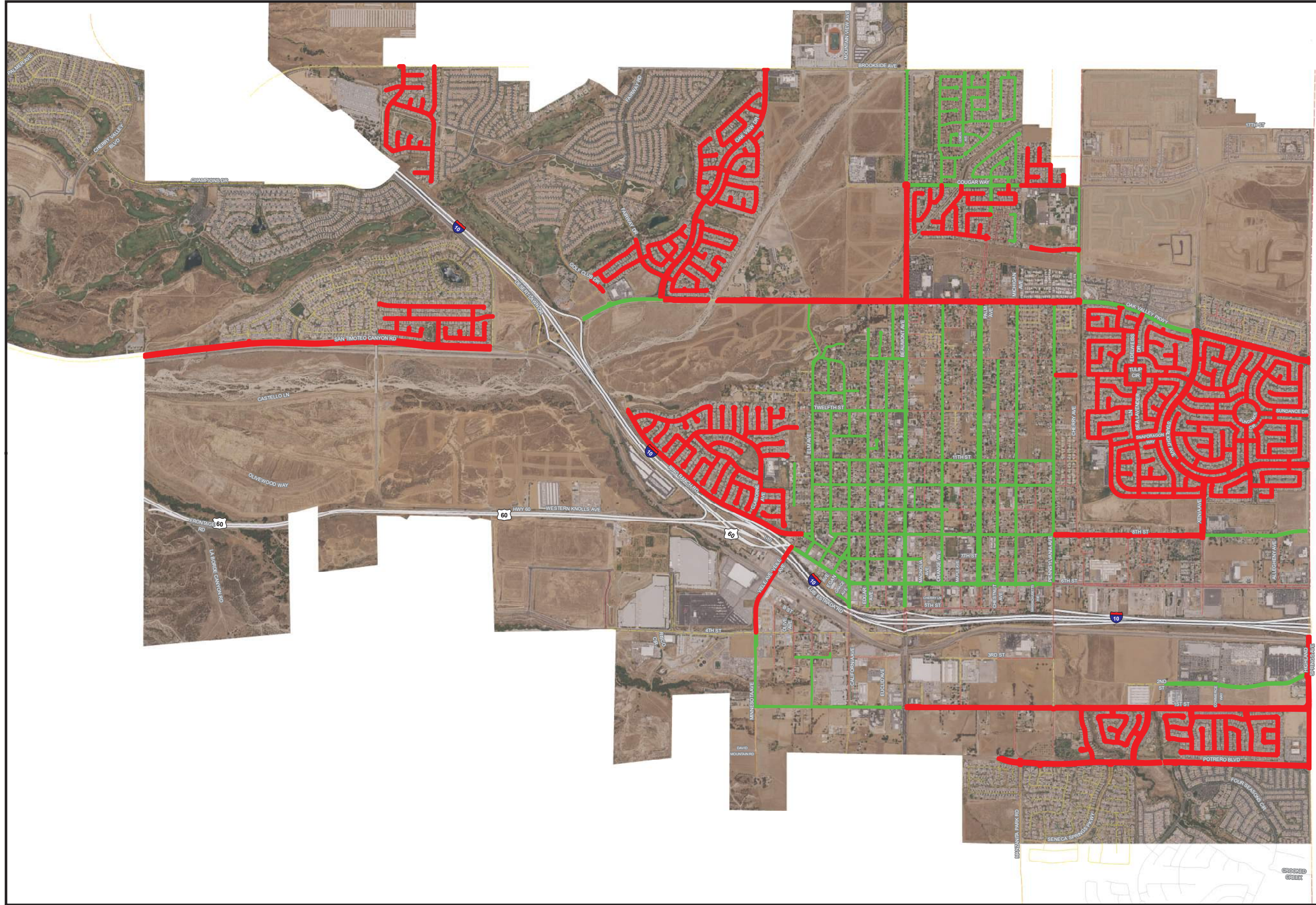
The Annual Citywide Street Rehabilitation and Maintenance 20/21 Projects will be funded per CIP R-03 and R-04, utilizing measure A and SB-1 funding, respectively. The 2021 Mid-Year Street Enhancement Project CIP R-06 will utilize General Funds. The estimated cost to prepare this staff report is \$1,500.

Recommended Action:

Approve the street selection for the Annual Citywide Street Rehabilitation and Maintenance 20/21 project CIP R-03 and R-04 and the 2021 Mid-Year Street Enhancement project CIP R-06, and
 Authorize staff to finalize the bid package and solicit bids for the project.

Attachments:

- A. 20/21 CIP Preliminary Streets Exhibit



LEGEND

- Preliminary Street
- Recently Completed Streets

PCI

- 0 - 70
- 71 - 80
- 81 - 90
- 91 - 100



CITY OF BEAUMONT
20/21 PRELIMINARY STREET LIST
PUBLIC WORKS DEPARTMENT

Date Created: 4/14/21

Public Works Department
 550 E. 6th Street
 Beaumont, CA 922
 (951) 769-8522
 www.beaumontca.gov



Staff Report

TO: City Council
FROM: Kristine Day, Assistant City Manager
DATE: April 20, 2021
SUBJECT: Approval of Title, Classification and Salary Changes

Background and Analysis:

Community Development Department

The Community Development Department has requested that the Senior Planner position be retitled to Planning Manager. This position represents the department before the community, advisory committees, local, state, federal, other planning agencies, and professional organizations as well as manages the Planning function within the department. The Community Development Department has provided a matrix of job duties and assignments that highlights the responsibilities of this position and demonstrates the appropriateness of the title change to Planning Manager. This position now allows for more complex job duties to be performed in house instead of contracting out the function and allows for a manager to be in charge in the absences of the department director. The job description and department organization chart have also been included for reference. According to current market data there is no salary adjustment necessary for this title change at this time.

Public Works Department

The Public Works Department is requesting two organizational changes to maximize the efficiency and workload within the department. The first is a title change from Public Works Manager to Principal Engineer. The Public Works Manager position has been vacant since October 2020. Public Works has a need for more engineering support and has requested the redesignation of this position as a Principal Engineer. This change is in title only as both titles are classified in the same salary range. This new title will have additional requirements of a Professional Engineer license which will afford the City expanded professional quality control over projects and development.

The second position request change is promoting the Principal Engineer to the Assistant Director of Public Works/Assistant City Engineer. The City is now engineering

and designing more capital projects in-house, like street maintenance/reconstruction. Additionally, the City has launched 42 capital projects and anticipates that this project list will further increase over the next couple of years. The need for technical expertise and support will grow and this position redesignation will allow this to be achieved more efficiently and cost effectively. The creation of the Assistant Director of Public Works/Assistant City Engineer will also allow City staff to ensure that there are minimal gaps in legal signing authority for items that require it (improvement plans, engineering reports, subdivision maps and special studies).

The Public Works Department has provided a matrix of job duties and assignments to highlight the variations in each of the positions as well as the proposed job descriptions and department organization chart. The existing pay scale for the Principal Engineer is Step 70-80, currently \$99,361 to \$127,171 annually. The proposed pay scale for the Assistant Director of Public Works/Assistant City Engineer based on current market data is Step 76-86, currently \$115,211 to \$143,874. Based on personnel qualifications of the candidate this position redesignation is projected to increase personnel expenditures by approximately \$3,230 for the remainder of this fiscal year and \$28,000 in the next fiscal year.

Community Services Department

The Transit Division has requested a title change for the Transit Operations Supervisor to Transit Operations Manager. This position has recently begun managing fleet maintenance services as well as overseeing daily transit operations. The Transit Division has provided a matrix of job duties and assignments to highlight the changes in responsibilities as well as the proposed job descriptions and department organization chart. The existing pay scale for the Transit Operations Supervisor is Step 57-67, currently \$72,072 to \$92,248 annually. The proposed pay scale for the Transit Operations Manager based on current market data is Step 63-73, currently \$83,574 to \$106,974. Based on personnel qualifications of the candidate this position redesignation is projected to increase personnel expenditures by approximately \$576 for the remainder of this fiscal year and \$5,000 in the next fiscal year.

Fiscal Impact:

All negotiated salary increases were adopted in FY 20/21 budget and the two increases totaling \$4,000 can be sustained through salary saving in the current fiscal year.

Recommended Action:

Approval of Planning Manager title change,

Approval of Assistant Director of Public Works/Assistant City Engineer classification and salary scale,
Approval of Public Works Manager to Principal Engineer title change, and
Approval of Transit Operations Manager classification and salary scale.

Attachments:

- A. Job Duties Matrix
- B. Job Descriptions
- C. Department Organizational Charts

Planning Manager Job Duties Matrix

Duty	Senior Planner	Planning Manager
Provide technical advice to other departments, the general public, contractors and other professionals including explaining City Ordinances, regulations, resolutions and planning and zoning policies	X	X
Prepares staff reports and conditions of approval for City Planning Commission and City Council	X	X
Advises City Planning Commissioners and City Council on planning and economic development matters	X	X
Schedules public hearings and leads as necessary in discussions regarding proposed projects		X
Conducts site inspections, including determining if projects are in compliance with laws, regulations and ordinances, makes recommendations on changes.	X	X
Reviews cases in manner that ensures compliance with applicable federal, state and local laws, codes and regulations, including the California Environmental Quality Act (C.E.Q.A.) and the National Environmental Protection Act (N.E.P.A.)	X	X
Prepares environmental documents for internal projects		X
Manages current and long range planning activities		X
Reviews work of professional planning consultants retained for the development of plans, specifications, studies and reports	X	X
Drafts amendments for zoning and subdivision ordinances	X	X
Research and write new ordinances		X
Manages the Development Review Committee		X
Review of development applications	X	X
Coordinate review and approval of tract maps with Engineering		X
Oversees, review and negotiates on behalf of the City for planning case proposals including site design and environmental review.	X	X
Conducts research and analysis of information and studies involved with planning and economic development	X	X
Assists in planning, assigning, and direction and exercises administrative supervision over contracts/contract employees engaged in a wide variety of planning and environmental services		X
Recommends and helps administer policies and procedures		X

Principal Engineer Job Duties Matrix

Duty	Public Works Manager	Principal Engineer
Serves as a resource for the division; coordinates divisional activities with other departments, and organizations; provides information and resources to City officials, departments and other organizations as appropriate	X	X
Prepares conditions of approval for City Planning Commission and City Council		X
Oversees work of contractors and consultants as related to public works systems	X	X
Attends meetings with the State Water Resources Control Board, Regional Water Quality Board and EPA	X	X
Provides staff assistance and technical support to the division and other departments; conducts financial, organizational and operational studies; makes recommendations to address and resolve identified problem areas	X	X
Oversees and/or participates in the development, implementation and maintenance of the division goals, objectives, policies and procedures; ensure that divisional goals are achieved	X	X
Plans, coordinates and reviews the work plan for new and assigned projects which may include construction and renovation projects; provide administrative and technical direction to division's supervisory and technical staff	X	X
Supervise and participate in the preparation and administration of the capital improvement program and budget		X
Supervise and participate in the preparation of special engineering studies and reports		X
Design various public works projects such as sewer improvements, storm drain improvements, street improvements, and street lighting projects		X
Resolves conflicts or problems between staff and developers	X	X
Leads or participates in discussions regarding engineering projects		X
Create, oversee and administer standard drawings and specifications for the Public Works Department	X	X
Assist in the development and implementation of goals, objectives, policies and priorities		X
Requires Bachelor's Degree in Engineering or related field		X

Assistant Director of Public Works Job Duties Matrix

Duty	Principal Engineer	Assistant Director
Serves as a resource for the division; coordinates divisional activities with other departments, and organizations; provides information and resources to City officials, departments and other organizations as appropriate	X	X
Prepares conditions of approval for City Planning Commission and City Council	X	X
Oversees work of contractors and consultants as related to public works systems	X	X
Attends meetings with the State Water Resources Control Board, Regional Water Quality Board and EPA	X	X
Provides staff assistance and technical support to the division and other departments; conducts financial, organizational and operational studies; makes recommendations to address and resolve identified problem areas	X	X
Oversees and/or participates in the development, implementation and maintenance of the division goals, objectives, policies and procedures; ensure that divisional goals are achieved	X	X
Plans, coordinates and reviews the work plan for new and assigned projects which may include construction and renovation projects; provide administrative and technical direction to division's supervisory and technical staff	X	X
Supervise and participate in the preparation and administration of the capital improvement program and budget	X	X
Supervise and participate in the preparation of special engineering studies and reports	X	X
Design various public works projects such as sewer improvements, storm drain improvements, street improvements, and street lighting projects	X	X
Assist in planning, assigning, and direction over divisional employees engaged in a wide variety of engineering services, public works maintenance and operating tasks;		X
Schedules public hearings and leads assists as necessary in discussions regarding proposed public works projects;		X
Serves as Acting City Engineer in City Engineer's absence		X
Assist in the development and administration of the department budget		X
Coordinates the selection training, development, evaluation and discipline of department assigned staff pursuant to City guidelines and agreements		X
Requires Bachelor's Degree in Engineering or related field	X	X

Transit Operations Manager Job Duties Matrix

Duty	Transit Operations Supervisor	Transit Manager
Plans, prioritizes, assigns, supervises, reviews, and participates in the daily transit, fixed-route, and paratransit operations	X	X
Determines manpower and equipment needed to maintain operations	X	X
Schedules drivers and directs coverage of driver call outs	X	X
Evaluates services and develops or modifies routes as needed	X	X
Establishes schedules and methods for providing transit services; identifies resource needs and reviews those needs with appropriate management staff; allocates resources accordingly	X	X
Participates in the development of policies and procedures	X	X
Monitors work activities to ensure compliance with established policies and procedures	X	X
Makes recommendations for changes and improvements to existing standards and procedures; implements approved policies and procedures	X	X
Recommends and assists in the implementation of goals and objectives	X	X
Participates in the selection of assigned transit operations staff and makes recommendations for hiring and termination to the Director		X
Works with employees to correct deficiencies; implements discipline procedures	X	X
Participates in the preparation and administration of assigned program budget; submits budget recommendations; monitors expenditures	X	X
Assists in conducting random investigations of bus driver driving records; maintains accurate and complete driving record files for audits	X	X
Manages all aspects of annual CHP audit of vehicle maintenance, ensuring compliance with State law		X
Reviews operator inspection reports; coordinates maintenance and repair activities for transit operations equipment and vehicles	X	X
Manages all aspects of staff training and curriculum in accordance with State and Federal laws		X
Responds to public inquiries; provides information to the public in person and on the telephone; resolves complaints in an efficient and timely manner	X	X



EMPLOYMENT OPPORTUNITY

Planning Manager

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

(951) 769-8520
BeaumontCa.gov

- Full Time
- Part Time
- Temporary
- FLSA Exempt
- Subject to MOU
- Benefits Available

SALARY RANGE: Step 68—78, Currently \$7,879—\$10,086

THE POSITION:

Under direction of the Community Development Director, the Planning Manager assists in planning, oversight and direction of activities and operations of the Community Development Department including contract management, project review, management of the Development Review Committee, CEQA/NEPA review and analysis, coordination of assigned activities with other departments and outside agencies, and provides highly responsible and complex support to the Community Development Director. The Planning Manager is responsible for the formation of community development plans and programs, preparation and presentation of staff reports, responding to and resolving difficult and sensitive citizen complaints and other duties as assigned. The Planning Manager acts in the absences of the Community Development Director.

CORE (ESSENTIAL) DUTIES:

- Ensures adherence to department policies, procedure, rules and regulations.
- Provides recommendations on development and implementation of department goals, objectives, policies and procedures.
- Prepares requisitions and purchase orders
- Assists in departmental budget process and Planning budget administration
- Provide technical advice to other departments, the general public, contractors and other professionals including explaining City Ordinances, regulations, resolutions and planning and zoning policies.
- Reviews work of other professional staff retained for the development of plans, specifications, studies and reports
- Advises and supports the Community Development Director and represents the department in policy matters
- Advises City Planning Commissioners and City Council on planning and economic development matters.
- Research and prepare new municipal code ordinances.
- Conducts annual review of development agreements, contracts and other documents as required.
- Schedules public hearings and assists as necessary in discussions regarding proposed development
- Oversees, review and negotiates on behalf of the City for planning case proposals including site design and environmental review.

KNOWLEDGE, SKILLS, & ABILITIES:

- Demonstrate typing skills and operational characteristics of standard office equipment.
- Understand and adhere to City policies, procedures, rules and regulations.
- Possess effective interpersonal skills, using tact, patience and courtesy.
- Current Microsoft Office Skills, including Access, Excel, Word, PowerPoint, and Publisher.
- Use sound professional judgment in the application of policy, procedures, and laws in situations arising in the course and scope of employment.

(Continued)

This recruitment is open to:

- Employees (Permanent)
- Employees (Temporary)
- Public

Selection procedures may include:

- Applicants will be screened for relevant education and experience
- Those applicants passing the initial screening process may be asked to participate in a written exam
- Those applicants passing the written exam may be required to complete a supplemental written assignment to assess the candidate's writing ability prior to participating in an oral interview
- Candidates who successfully complete the above mentioned requirements will be placed on an eligibility list. Prior to appointment, candidates will be required to pass a comprehensive background check which may include, fingerprinting through Department of Justice, a comprehensive medical examinations and pre-employment drug screening.

How to Apply:

Please submit City application along with resume and cover letter to:

City of Beaumont
Attn: Kari Mendoza
Human Resources Dept.
550 E. 6th Street,
Beaumont, CA 92223

Direct questions/inquiries to:
Kari Mendoza
951-572-3228
karim@beaumontca.gov

ALL POSITIONS ARE POSTED IN-HOUSE FOR THE FIRST 10 DAYS AFTER INITIAL POSTING. ONCE 10 DAYS HAS ELAPSED ALL POTENTIAL CANDIDATES ARE WELCOME TO APPLY

Planning Manager *(continued)*

- Plan, schedule, organize and exercise the ability to be self-motivated.
- Ability to write clear, concise and comprehensive reports.
- Communicate effectively, verbally and in writing.
- Understand and work within the scope of authority.
- Relate effectively to people of a variety of cultures, languages and socioeconomic situations.
- Basic working knowledge and background in environmental policy, science and/or business management.
- Strong business and political acumen to work effectively with the public, external trade organizations, agencies, businesses, community members and elected officials.
- Excellent problem solving skills with the ability to proactively identify and support creative and viable solutions.
- Highly motivated with demonstrated facilitation and leadership skills.
- Ability to quickly comprehend and analyze complex issues.
- GIS knowledge preferred.

EXPERIENCE, EDUCATION, AND LICENSES:

- Minimum eighteen (18) years of age.
- Must possess a high school diploma from an accredited high school or G.E.D. equivalent.
- Must possess a valid California Class C Driver's License and maintain possession of such license during the course of employment.
- A minimum of a Bachelor's Degree with an emphasis in urban or regional planning, business administration or a related field.
- Minimum of eight (8) years full time of progressively responsible experience in city or regional planning, community development, zoning administration or a closely related field.
- One year of graduate study in city planning or closely related field can be substituted for one year experience.
- Any combination of education and experience sufficient to provide the requisite knowledge, skills and abilities.

PHYSICAL, MENTAL, AND ENVIRONMENTAL REQUIREMENTS:

Must be found to be free from any physical, emotional or mental conditions, as determined by a qualified physician and/or psychologist, which with or without accommodation might affect the ability of the employee to perform essential job functions. The position may require prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. Additionally, the position requires grasping, repetitive hand movement, and fine coordination in retrieving and entering data using a computer keyboard. Near and far vision is required in order to read work related documents and use the computer. Acute hearing is required when providing phone and personal service. The position requires lifting, carrying, pushing, and/or pulling objects weighing up to 25 pounds. Incumbent must be willing to work shift work, including night, weekends and holidays.

This classification is not intended to be all-inclusive. An employee may be required to perform other reasonable duties as assigned by management. The city reserves the right, with the concurrence of the department head, to revise or change classification duties and responsibilities as the need arises and as consistent with the meet and confers process. Nothing herein is intended to constitute a written or implied contract of employment.

THE CITY OF BEAUMONT IS AN EQUAL OPPORTUNITY EMPLOYER.
WOMEN, MINORITIES, AND DISABLED INDIVIDUALS ARE ENCOURAGED TO APPLY.
THE CITY OF BEAUMONT IS A DRUG-FREE WORKPLACE.



EMPLOYMENT OPPORTUNITY

Principal Engineer

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

(951) 769-8520
www.ci.beaumont.ca.us

Full Time Part Time Temporary FLSA Exempt Subject to MOU Benefits Available

SALARY RANGE: Step 70-80 Currently \$8,280—\$10,597 per month

THE POSITION:

Under general direction, plan, assign, supervise and review professional engineering work for the public works section; assist in developing and carrying out policies and programs; and do related work as required.

CORE (ESSENTIAL) DUTIES:

- Assist in the development and implementation of goals, objectives, policies and priorities;
- Confer with supervisors and assist regarding projects, priorities and progress;
- Supervise and participate in the preparation and administration of the capital improvement program and budget;
- Supervise and participate in the preparation of special engineering studies and reports;
- Coordinate activities with other City Departments, Divisions, and Sections and with outside agencies;
- Prepare and administer section budget;
- Design various public works projects such as sewer improvements, storm drain improvements, street improvements, and street lighting projects;
- Coordinate public works project utility relocations;
- Prepare street, sewer, and monument agreements for tract maps, parcel maps and improvement plans;
- Supervise, train, and evaluate professional and technical subordinates;
- Resolves conflicts or problems between staff and developers;
- Representation at City Council, Public Works Committee for WRCOG and other committees as requested;
- Leads or participates in discussions regarding engineering projects;
- Create, oversee and administer standard drawings and specifications for the Public Works Department;

KNOWLEDGE, SKILLS, & ABILITIES:

- Applicable federal, state, and local laws and regulations;
- Applicable laws and regulatory codes related to development and construction;
- Principles and practices of organization, administration, budget and personnel management;
- Technical report writing;
- Computes and computer programs;
- Principles and practices of engineering;
- Methods and techniques used in the design and construction of variety of public works projects;
- Plan, direct, and coordinate projects within assigned area;
- Supervise the preparation of specifications, cost estimates, work schedules, plans, maps and reports;
- Make complex engineering computations and check, design, and supervise the construction of a wide variety of public and private facilities;
- Direct preparation of and review of complex engineering designs, plans, specifications and legal contracts;

(Continued)

This recruitment is open to:

- Employees (Permanent)
- Employees (Temporary)
- Public

Selection procedures may include:

- Applicants will be screened for relevant education and experience
- Those applicants passing the initial screening process may be asked to participate in a written exam
- Those applicants passing the written exam may be required to complete a supplemental written assignment to assess the candidate's writing ability prior to participating in an oral interview
- Those applicants passing the oral interview may be required to participate in a physical agility test
- Candidates who successfully complete the above mentioned requirements will be placed on an eligibility list. Prior to appointment, candidates will be required to pass a comprehensive background check which may include, fingerprinting through Department of Justice, a comprehensive medical examination, psychological assessment, polygraph, and pre-employment drug screening.

How to Apply:

All application packets must be returned to:

Human Resources Dept.
550 E. 6th Street
Beaumont, CA 92223

Faxed applications will not be accepted. Resumes may be attached, but will not be accepted without a completed City application.



Principal Engineer (*continued*)

- Perform difficult technical research and analyze complex engineering and mathematical problems, evaluate alternative, and recommending or adopting effective courses of action;
- Plan, organize, manage, and integrate engineering design activities for major and minor capital improvement projects;
- Oversee engineering approval for land development projects and perform/oversee accurate plan checks to ensure compliance with all codes and standards;
- Define issues, analyze problems, evaluate alternatives, and develop sound, independent conclusions and recommendations;
- Understand, interpret, explain, and apply federal, state, and local policy, law, regulations, and court decisions applicable to areas of responsibility;
- Present proposals and recommendations clearly, logically, and persuasively in public meetings;
- Represent the City effectively in negotiations and other dealings on a variety of difficult complex, sensitive, and confidential issues;
- Operate a personal computer using software application appropriate to assigned tasks;
- Exercise sound independent judgment within general policy guidelines;
- Prepare clear, concise, and comprehensive correspondence, reports and other written materials;
- Organize set priorities and exercise sound independent judgement within areas of responsibility;
- Exercise tact and diplomacy in dealing with sensitive and complex issues and situations;
- Establish and maintain effective working relationships with City management , staff, developers, consultants, representatives of other governmental and utility agencies, business and community groups, citizens, the public, and others encountered in the course of work;
- Other duties as assigned;

EXPERIENCE, EDUCATION, AND LICENSES:

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

- Minimum eighteen (18) years of age;
- Must possess a high school diploma from an accredited high school or G.E.D. equivalent;
- Must possess a valid California Class C Driver's License and maintain possession of such license during the course of employment
- Must have a an acceptable driving record, be insurable at standard rates by City's insurance carrier, and maintain such insurance during the course of employment;
- Eight (8) years experience in the performance of professional engineering work in the area of assignment including supervisory experience;
- Equivalent to a Bachelor's Degree from an accredited college or university with major course work in civil engineering;
- Licensed Civil Engineer in the State of California;

PHYSICAL, MENTAL, AND ENVIRONMENTAL REQUIREMENTS:

Must be found to be free from any physical, emotional or mental conditions, as determined by a qualified physician and/or psychologist, which with or without accommodation might affect the ability of the employee to perform essential job functions. The position may require prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. Additionally, the position requires grasping, repetitive hand movement, and fine coordination in retrieving and entering data using a computer keyboard. Near and far vision is required in order to read work related documents and use the computer. Acute hearing is required when providing phone and personal service. The position requires lifting, carrying, pushing, and/or pulling objects weighing up to 25 pounds.

This classification is not intended to be all-inclusive. An employee may be required to perform other reasonable duties as assigned by management. The city reserves the right, with the concurrence of the department head, to revise or change classification duties and responsibilities as the need arises and as consistent with the meet and confers process. Nothing herein is intended to constitute a written or implied contract of employment.

THE CITY OF BEAUMONT IS AN EQUAL OPPORTUNITY EMPLOYER.
WOMEN, MINORITIES, AND DISABLED INDIVIDUALS ARE ENCOURAGED TO APPLY.
THE CITY OF BEAUMONT IS A DRUG-FREE WORKPLACE.



EMPLOYMENT OPPORTUNITY

Assistant Director Public Works/ City Engineer

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

(951) 769-8520
Beaumontca.gov

Full Time Part Time Temporary FLSA Exempt Subject to MOU Benefits Available

SALARY RANGE: Step 76—Step 86, Currently \$9,600—\$12,289 monthly.

THE POSITION:

Under direction of the Public Works Director, assist in planning, oversight and direction of the activities and operations of the Public Works Department, including engineering, street services, wastewater, land developments, traffic engineering, capital improvement programs, traffic planning and engineering, special projects, helps coordinate assigned activities with other departments and outside agencies; and provide highly responsible and complex administrative support to the Public Works Director; and does related work as assigned.

CORE (ESSENTIAL) DUTIES:

- Assist in planning, assigning, and direction over divisional employees engaged in a wide variety of engineering services, public works maintenance and operating tasks;
- Recommends and help administer policies and procedures;
- Serves as Acting City Engineer in City Engineer’s absence;
- Supervises and participates in the City’s capital improvement plan and budget;
- Assist in the development and administration of the department budget;
- Coordinates the selection training, development, evaluation and discipline of assigned staff pursuant to City guidelines and agreements;
- Advises and supports the Public Works Director and represents the department in policy matters;
- Directs and participates in the development and implementation of the City’s goals, objectives, policies and procedures;
- Represents the Public Works Department in relations with the community, advisory committees, local, state, federal and other public works agencies and professional organizations;
- Schedules public hearings and assists as necessary in discussions regarding proposed public works projects;
- Perform research regarding equipment and operations; advise the acceptance of bids and the ordering of supplies;
- Respond and resolve difficult and sensitive citizen inquiries and complaints.

KNOWLEDGE, SKILLS, & ABILITIES:

- Extensive knowledge of municipal public works, planning, design, maintenance and construction;
- Knowledge of California engineering and administration principles related to the design and construction of public works project;
- Knowledge of municipal organizations administration, budgeting, staffing and supervision;
- Civil engineering principles related to planning, traffic, streets, public buildings, capital facilities planning, technical, legal and financial requirements involved in the conduct of municipal public works studies;
- Knowledge of enterprise operations and rate setting principles for operations;

(Continued)

This recruitment is open to:

- Employees (Permanent)
- Employees (Temporary)
- Public

Selection procedures may include:

- Applicants will be screened for relevant education and experience
- Those applicants passing the initial screening process may be asked to participate in a written exam
- Those applicants passing the written exam may be required to complete a supplemental written assignment to assess the candidate’s writing ability prior to participating in an oral interview
- Those applicants passing the oral interview may be required to participate in a physical agility test
- Candidates who successfully complete the above mentioned requirements will be placed on an eligibility list. Prior to appointment, candidates will be required to pass a comprehensive background check which may include; fingerprinting through Department of Justice, a comprehensive medical examination, psychological assessment, polygraph, and pre-employment drug screening.

How to Apply:

All application packets must be returned to:

Human Resources Dept.
550 E. 6th Street
Beaumont, CA 92223

Faxed applications will not be accepted. Resumes may be attached, but will not be accepted without a completed City application.

Assistant Director Public Works/City Engineer (*continued*)

KNOWLEDGE, SKILLS, & ABILITIES (*continued*):

- Techniques and methods of preparing designs, plans, specifications, estimates and reports for proposed municipal facilities;
- Knowledge of recent developments, current literature and sources of information in California Public Works Administration;
- Communicate clearly and concisely, orally and in writing;
- Operate a personal computer using database and spread sheet programs; perform limited program modifications to adapt software to varying applications.

EXPERIENCE, EDUCATION, AND LICENSES:

- Minimum eighteen (18) years of age;
- Must possess a high school diploma from an accredited high school or G.E.D. equivalent;
- Must possess a Bachelor's Degree from an accredited college or university with major course work in Engineering, Public Administration or an equivalent field;
- Masters degree in a related field desirable;
- Ten (10) years of responsible management experience involving public works operations;
- Registration as a Civil Engineer in the State of California;
- Must possess a valid California Class C Driver's License and maintain possession of such license during the course of employment;
- Must have an acceptable driving record, be insurable at standard rates by City's insurance carrier, and maintain such insurability during the course of employment.

PHYSICAL, MENTAL, AND ENVIRONMENTAL REQUIREMENTS:

Must be found to be free from any physical, emotional or mental conditions, as determined by a qualified physician and/or psychologist, which with or without accommodation might affect the ability of the employee to perform essential job functions. The position may require prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily office activities. Additionally, the position requires grasping, repetitive hand movement, and fine coordination in retrieving and entering data using a computer keyboard. Near and far vision is required in order to read work related documents and use the computer. Acute hearing is required when providing phone and personal service. The position requires lifting, carrying, pushing, and/or pulling objects weighing up to 25 pounds. Incumbent must be willing to work shift work, including nights, weekends, and holidays. Must be able to work in adverse weather conditions, including extreme heat and cold.

This classification is not intended to be all-inclusive. An employee may be required to perform other reasonable duties as assigned by management. The city reserves the right, with the concurrence of the department head, to revise or change classification duties and responsibilities as the need arises and as consistent with the meet and confers process. Nothing herein is intended to constitute a written or implied contract of employment.

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EMPLOYMENT OPPORTUNITY

Transit Manager

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

(951) 769-8520
BeaumontCa.gov

Full Time Part Time Temporary FLSA Exempt Subject to MOU Benefits Available

SALARY RANGE: Step 54 (\$32.17/hour) - Step 64 (\$41.18/hour)

THE POSITION:

Under direction, supervises, assigns, reviews and participates in daily transit, fixed-route and paratransit operations; interacts daily with transit staff and the public to provide information regarding services available; establishes and maintains customer relations including handling various transit incidents and complaints and provides responsible staff assistance to the Transit Director.

CORE (ESSENTIAL) DUTIES:

- Must be able to meet the physical, mental, and environmental requirements identified in this job description
- Plans, prioritizes, assigns, supervises, reviews, and participates in the daily transit, fixed-route, and paratransit operations; determines manpower and equipment needed to maintain operations; schedules drivers and call outs; evaluates services and develops or modifies routes as needed.
- Establishes schedules and methods for providing transit services; identifies resource needs; reviews needs with appropriate management staff; allocates resources accordingly.
- Participates in the development of policies and procedures; monitors work activities to ensure compliance with established policies and procedures; makes recommendations for changes and improvements to existing standards and procedures.
- Recommends and assists in the implementation of goals and objectives; implements approved policies and procedures.
- Participates in the selection of assigned transit operations staff and makes recommendations for hiring and termination to the director; works with employees to correct deficiencies; implements discipline procedures.
- Participates in the preparation and administration of assigned program budget; submits budget recommendations; monitors expenditures.
- Assists in conducting random investigations of Bus Driver driving records; maintains accurate and complete driving record files for audits.
- Manages all aspects of annual CHP audit of vehicle maintenance, ensuring compliance with State law.
- Reviews operator inspection reports; coordinates maintenance and repair activities for transit operations equipment and vehicles.
- Manages all aspects of staff training and curriculum in accordance with State and Federal laws.
- Represents the department at various meetings outside the city; develops presentations and provides program updates to required boards and committees.
- Supervises the City-wide vehicle maintenance program; coordinates with other departments on ensuring efficient and effective vehicle maintenance operations.

This recruitment is open to:

- Employees (Permanent)
- Employees (Temporary)
- Public

Selection procedures may include:

- Applicants will be screened for relevant education and experience
- Those applicants passing the initial screening process may be asked to participate in a written exam
- Those applicants passing the written exam may be required to complete a supplemental written assignment to assess the candidate's writing ability prior to participating in an oral interview
- Candidates who successfully complete the above mentioned requirements will be placed on an eligibility list. Prior to appointment, candidates will be required to pass a comprehensive background check which may include, fingerprinting through Department of Justice, a comprehensive medical examinations and pre-employment drug screening.

How to Apply:

Please submit City application along with resume and cover letter to:

City of Beaumont
Attn: Kari Mendoza
Human Resources Dept.
550 E. 6th Street,
Beaumont, CA 92223

Direct questions/inquiries to:
Kari Mendoza
951-572-3228
karim@beaumontca.gov

ALL POSITIONS ARE POSTED IN-HOUSE FOR THE FIRST 10 DAYS AFTER INITIAL POSTING. ONCE 10 DAYS HAS ELAPSED ALL POTENTIAL CANDIDATES ARE WELCOME TO APPLY

Transit Manager (continued)

- Participates and manages all new vehicle purchases for transit operations; coordinates with bus dealerships for design, purchase, and delivery of new vehicles.
- Manages the process of surplus vehicles and equipment for all City departments.
- Prepares requisitions and purchase orders.
- Reviews invoices for accuracy and codes for payment.
- Participates in the selection process of contractors and vendors for the transit system capital procurement and construction program; manages the contractors and vendors upon hire.
- Participates in the selection process of contractors and vendors for the transit system capital procurement and construction program; manages the contractors and vendors upon hire.
- Performs a variety of administrative functions including counting money collected from all services, scheduling passengers for paratransit, and coding billing receipts; prepares correspondence, complex reports, memos, flyers, deposit forms, and other documents.
- Responds to public inquiries in a courteous manner; provides information to the public in person and on the telephone on transit services; resolves complaints in an efficient and timely manner.
- Operates a variety of communications equipment, including copy machines, telephones, fax, email, Internet and other various computer systems.
- Coordinates assigned maintenance activities with those of other divisions and outside agencies and organizations; responds to requests for information from the public, City departments and outside agencies.
- Performs related duties, as assigned.

QUALIFICATIONS:

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Operations, services, and activities of a transit program.
- Principles of supervision, training, and performance evaluation.
- Methods and techniques of delivering public transportation programs.
- Training requirements, methods, and techniques.
- General principles of transit fleet maintenance.
- Schedule writing, run cutting, and general principles, practices, techniques, and standards of public transportation systems.
- The geography of the City of Beaumont.
- Principles of basic report preparation.
- Principles and procedures of record keeping.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Pertinent federal, state, and local laws, codes, and regulations including state and federal transportation regulations and statutes.

Ability to:

- Coordinate and direct operations and activities of transit operations.

Transit Manager (*continued*)

- Respond to requests and inquiries from the general public.
- Investigate and resolve problems with transit, fixed-route and paratransit operations.
- Understand and work within the scope of authority.
- Relate effectively to people of a variety of cultures, languages, disabling conditions and socioeconomic situations.
- Adhere to and ensure the adherence to department policies and procedures by other employees.
- Use sound professional judgment.
- Operate office equipment including computers and supporting software applications.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines:

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education / Training:

Equivalent to the completion of the twelfth grade supplemented by specialized training or college level course work in business, public administration, or a related field. A Bachelor's degree is desirable.

Experience:

Five years increasingly responsible experience in public transit operations including three years of lead supervisory responsibility.

License or Certificate:

Must possess a valid California Class B Driver's License with a passenger endorsement; must possess a Verification of Transit Training certificate and maintain possession of such licenses during the course of employment.

Must possess a valid Transit Safety Instructor certificate.

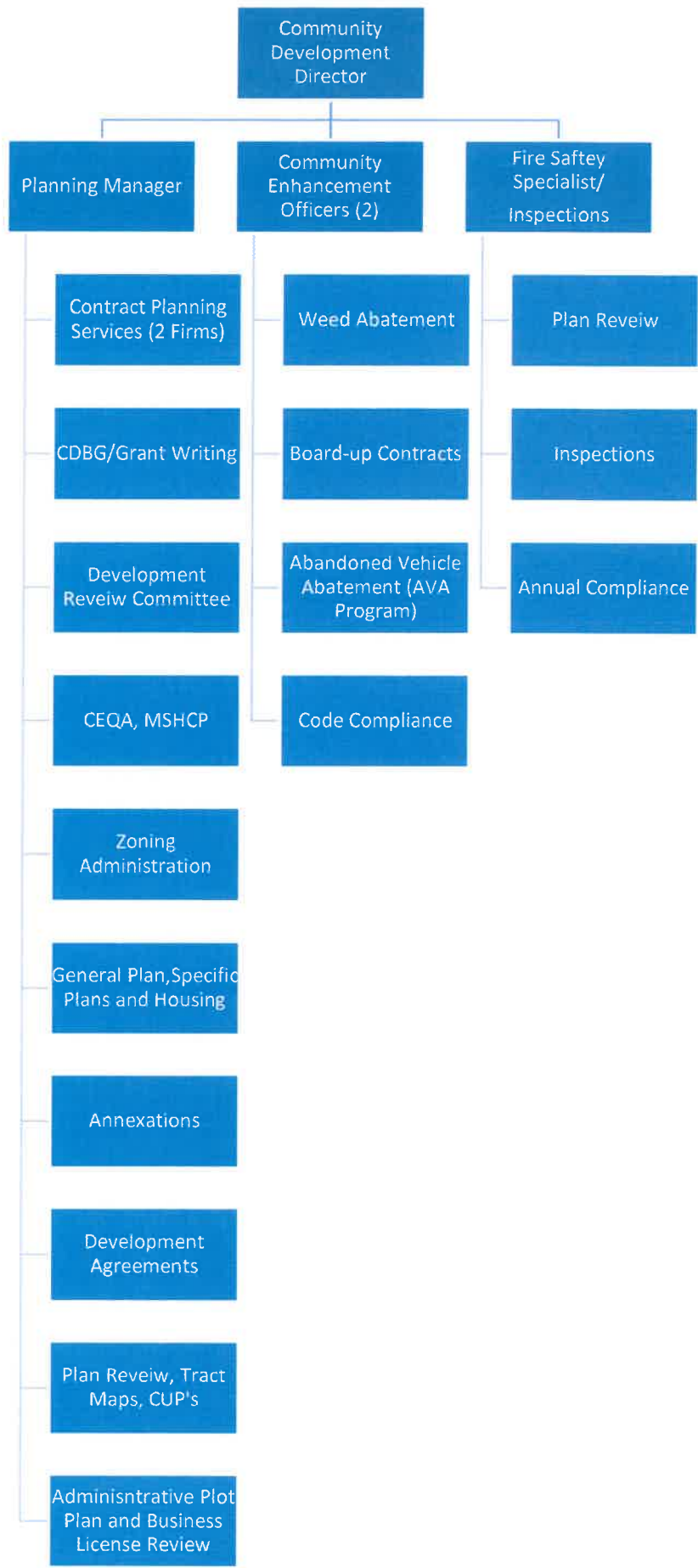
PHYSICAL, MENTAL, AND ENVIRONMENTAL REQUIREMENTS:

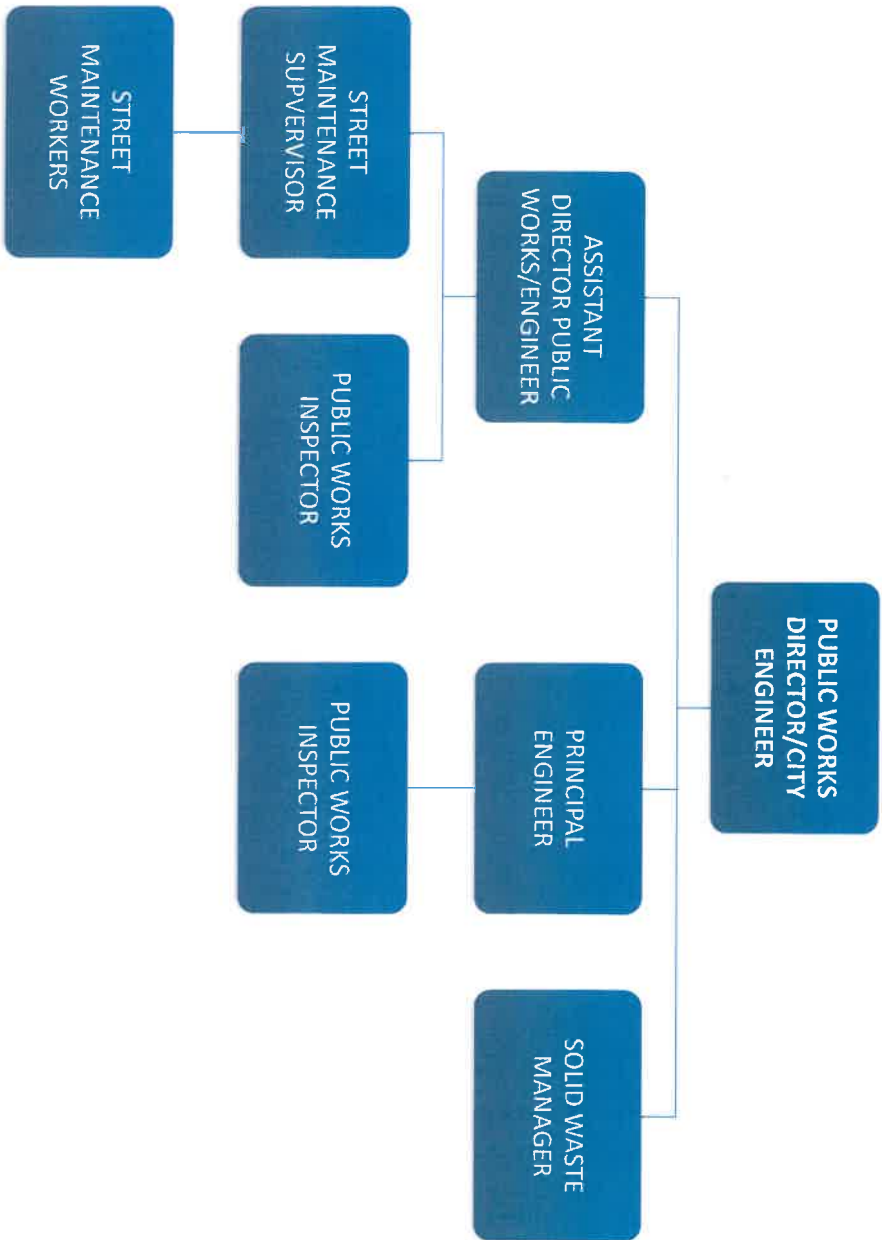
The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

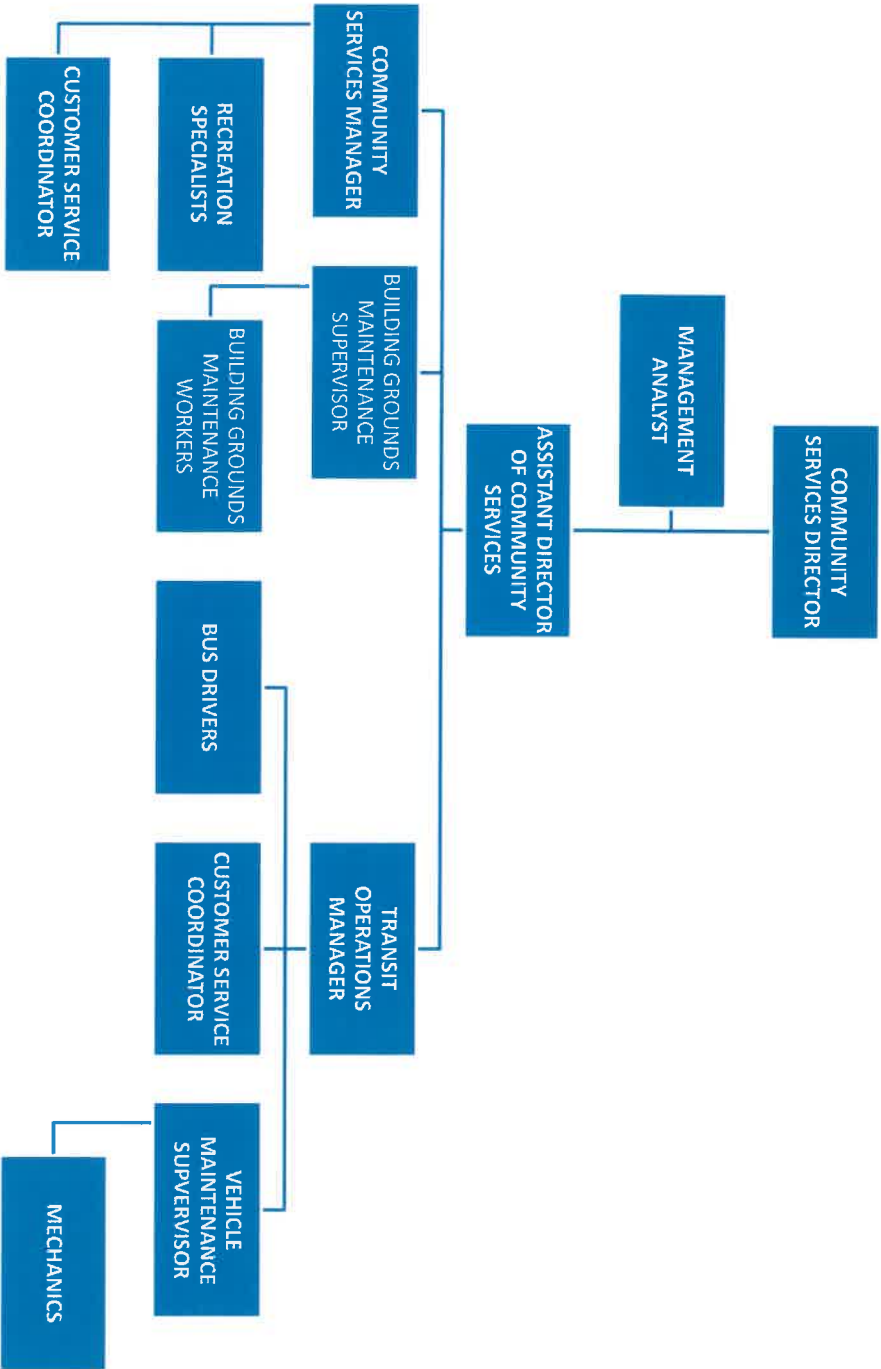
Must be found to be free from any physical, emotional or mental conditions; as determined by a qualified physician and/or psychologist, which with or without accommodation might affect the ability of the employee to perform essential job functions. The position requires working in an office environment and in the field. It may be necessary for the Transit Operations Manager to be in the field to fill in for dispatchers/field support from time to time. The position may require prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily office activities. Additionally, the position requires grasping, repetitive hand movement, and fine coordination in retrieving and entering data using a computer keyboard. Near and far vision is required in order to read work related documents and use the computer. Acute hearing is required when providing phone and personal service.

This classification is not intended to be all-inclusive. An employee may be required to perform other reasonable duties as assigned by management. The city reserves the right, with the concurrence of the department head, to revise or change classification duties and responsibilities as the need arises and as consistent with the meet and confers process. Nothing herein is intended to constitute a written or implied contract of employment.

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Staff Report

TO: City Council

FROM: Kristine Day, Assistant City Manager

DATE: April 20, 2021

SUBJECT: **City Council Approval of Change Order No. 19 for the Wastewater Treatment Plant Upgrade /Expansion in the Amount Not to Exceed \$98,556.60 for the Installation of Aeration Basin Risers, Aeration Basin Network Switch, High Level Alarm for the Fine Screens and the Addition of Actuators at the Influent Gates**

Background and Analysis:

Wastewater Treatment Plant Change Order No. 19

The expansion of the City's wastewater treatment plant (Plant) began construction in October 2018. Phase I of construction has been completed and the contractor, WM Lyles, is making good progress on Phase II.

Item 1: Aeration Basin 1-4 MOV Extension Riser Addition

This change is to allow for safe access. Each of the four aeration basins has a motor operated valve that controls air flow to the aerobic zones in the basins. The valve controller is located directly on the valve and air piping manifold within the basins above approximately 18-feet of concentrated mixed liquor wastewater. This creates a workplace safety hazard for maintenance and repair operations. City staff or a repair technician would be required to lie in a prone position or crawl outside of safety railing on to piping to adjust or repair valve equipment.

Design and Scope Changes

1. Add a 48-inch valve extension stem and elevate valve controller to an accessible height.
2. Contractor to include all necessary labor for conduit, wiring and termination adjustments to disconnect and reconnect the valve controller at its new location.
3. Cost proposal to include all necessary costs for labor and miscellaneous materials to perform this change. Contractor shall not perform any work until change has been approved by the City.

Cost Impact: MWH Constructors, Inc., has reviewed the attached WM Lyles cost proposal and find it acceptable. Accordingly, a contract cost increase of \$11,028.75 to be executed in a change order for the modifications is requested.

Item 2: Aeration Basin – Network Switches for HACH Instruments

This change involves a network reliability improvement which is critical for process analyzers. Liquid process analyzer transmitters were upgraded in a previous approved and executed design change. The initial intent was for the HACH sc4200 transmitters to access the network via wireless connectivity. With the spotty Wi-Fi access and occasional signal loss due to long distances it is now necessary to hardwire the devices to the network via CAT6 cabling. The cost to install field data switches and cabling for aeration basins 1 and 2 have been covered by the equipment vendor, HACH. The cost for basins 3 and 4 that are now in construction includes additional conduit and cabling and has been requested in Design Clarification-38.

Design and Scope Changes

1. Provide conduit and wire to connect the following AITs 2151, 2152, 2251, 2252, 2351, 2352, 2451, 2452, 2111, 2211, 2311, 2411 to the 18-port data comm switches located in pull box JB-2111 and JB-2311; and
2. Cost proposal shall include all necessary costs for labor and miscellaneous materials to perform this change. Contractor shall not perform any work until change has been approved by the City.

Cost Impact: MWH and Network design engineer, SKM Engineering, has reviewed the attached WM Lyles cost proposal and find it acceptable. Accordingly, a contract cost increase of \$14,093.21 to be executed in a change order for the modifications is requested.

Item 3: Fine Screens – Addition of a High-Level Alarm Float Switch

This change will provide operations with advanced notice of a potential overflow of the fine screen. A high-level float switch is to be added to the fine screen splitter box to provide an alarm in case of high liquid level upstream of fine screens.

Design and Scope Changes

1. Provide and install a high-level float switch as indicated on revised drawing FSM-1, PI-05 and LE-05. The high-level float switch shall be installed so that an alarm is triggered once the liquid elevation reaches a level of 3'-4" above the finished floor of the influent box (Note that this level may need to be adjusted following flow testing of screens);
2. Route the float switch cable to a small NEMA 4X Junction Box adjacent to the float switch location (a minimum 18" above top of wall) and provide an intrinsically safe barrier (120VAC powered) inside the junction box. Three #12 with #12 ground wires will need to be routed to the junction box from RIO-HW. To accomplish this, utilize conduit C1711 from RIO-HW to HH-105 and then from HH-105 route the wires through one of the underground conduits that is being used for lighting. See drawings CE-05 and CE-18; and
3. Cost proposal shall include all necessary costs for labor and miscellaneous materials to perform this change. Contractor shall not perform any work until change has been approved by the City.

Cost Impact: MWH Constructors, Inc., and network design engineer, SKM Engineering, has reviewed the attached WM Lyles cost proposal and find it acceptable. Accordingly, a contract cost increase of \$11,639.14 to be executed in a change order for the modifications is requested.

Item 4: MBR – Addition of Influent Gate MOV Actuators

This is a system required change to optimize operational maintenance and efficiency. The MBR system is operated via a SCADA system with all components being networked together. Isolation slide gates precede each of the four MBR trains and are used to stop flow to the train for weekly, routine cleanings and when long duration maintenance events are required. The current gates are manually operated requiring City staff to man the gates whenever the electronic system requests the gates to be opened and closed, be it for normal scheduled cleanings or an emergency shutdown occurrence. City wastewater treatment duties require offsite as well as onsite responsibilities during their shifts and there may be instances where City staff may not be available to operate the manual gates in timely manner.

Design and Scope Changes

1. Provide and replace the manual slide gate actuators with MOV actuators as described below:
All of the MBR influent gates (G-3101, G-3201, G-3301, G-3401 and future G-3501*) have been updated to operate via motorized actuators (see PI-09 and LE-09). The actuators will be powered with 120VAC from LP-MB3, as shown on E-

15 and E-23. Signal will be 24V and feed back to RIOMB (see I-16 and I-17). Existing conduits will be used to provide both power and signal wiring. Two #12 wires and a #12 ground will be added to each of the power conduits: P3191, P3291, P3391 and P3491. Future conduit P3591 will be used to power future gate G-3501. See drawings CE-02 and CE-22. Eight #14 wires will be added to each signal conduit: S3192, S3292, S3392 and S3492. Future conduit S3592 will be used to provide signal to future gate G-3501. See drawings CE-07 and CE-22,

2. Modify slide gates. The required modifications are generally limited to stem replacement and providing supports for actuator mounting. Attached to this clarification are pertinent drawings from Hydro Gate and proposals received to date. All dimensions shall be verified and coordinated with vendor prior to construction. Final actuator data and gate drawings shall be provided to the Engineer for review and approval; and
3. Cost proposal shall include all necessary costs for labor and miscellaneous materials to perform this change. Contractor shall not perform any work until change has been approved by the City.

Cost Impact: MWH Constructors, Inc., and the design engineer, Aqua Engineering, have reviewed the attached WM Lyles cost proposal and find it acceptable. Accordingly, a contract cost increase of \$58,795.50 to be executed in a change order for the modifications is requested.

Summary of Change Order No. 19 Costs:

The cumulative costs associated with this change is in the amount not to exceed \$95,556.60. The costs are as summarized below.

Item	Cost
Item #1 – Aeration Basin 1-4 MOV Extension Risers	\$11,028.75
Item #2 – Aeration Basin Network Switch for HACH Instruments	\$14,093.21
Item #3 – Fine Screens – Addition of a High-Level Alarm Switch	\$11,639.14
Item #4 – MBR Addition of MOV Actuator on the Influent Gates	\$58,795.50
Total:	\$95,556.60

Fiscal Impact:

WWTP	Budget Amount	Paid to Date	Remaining
Design	\$2,697,942.63	\$2,557,938.51	\$140,004.12
Construction Management	\$5,382,475.75	\$5,206,826.88	\$175,648.87
Equipment	\$252,906.00	\$256,216.13	\$(3,310.13)
Permits	\$324,776.76	\$121,450.10	\$203,326.66
Construction	\$53,910,737.00	\$44,677,882.04	\$9,232,854.96
Contingency	\$5,624,252.52	\$1,980,086.66	\$3,644,165.86
Unallocated	\$2,441,341.72	\$-	\$2,441,341.72
Total	\$70,634,432.38	\$54,800,400.32	\$15,834,032.06

CO No.	Description	Reason for Change	Amount
1	MBR System Improvements	Enhance the performance of MBR System	\$149,741.00
2	RO System Electrical Modifications and Storm Drain System Material Change	Design and Material Updates	(\$245.00)
3	New Aeration Basin 1 through 3 Excavation	Conflict with Existing Utilities	\$19,998.00
4	Structural and Mechanical Modifications	Pre-Selected Submittals	\$57,450.64
5	Vactor Truck Dump Station Modifications	Conflict with Construction	NTE \$15,000.00
6	EDI/Fine Coarse Bubble Diffuser Equipment	Design Change	\$24,298.00
7	Various Changes – MBR/RO Structural, Site Civil and Headworks SCADA Design Modifications	Design Changes	\$59,167.49
8	Various Changes - Demolition, Piping Realignment, Material Change, and Electric Actuated Valve Voltage Change	Unforeseen Conditions and Value Engineering	\$6,067.00

9	Various Changes - Solids Handling Bldg. Conveyor Capacity Increase, Electrical Yard Vault Cover Changes, Additional Pothole Investigation and Existing Duct Bank Removal, and Yard Utilities	Design Changes, Conflict with Construction, Owner Requested Changes	\$138,531.73
10	MBR Chemical Area Changes and Other Misc. Changes and Inclement Weather Impact Nov-18 to May-19	Owner Requested Changes and Inclement Weather	\$596,031.05
11	Frontier Internet Provider Duct Bank Modifications, 30-inch MBR and 20-inch Plant Effluent Pipeline Elevation and Alignment Modifications, Additional Safety Required Handrail at Retaining Wall and Generator	Design Changes, and Conflict with Construction	\$81,128.29
12	RO-Sulfuric Acid Chemical Piping Material Change, Solids Feed Pump TR/TSH Thermocouple Elements, Solids Handling Bldg. Changes	Design Changes, Owner Requested Changes	\$91,417.26
13	Plant Effluent Chemical Area Changes	Owner Requested Changes	\$404,821.33
14	ADA Compliance Men's – Women's Restroom Modifications and SCE Required Additional 4/0 Ground Cable	Design Changes and SCE Requirements	\$12,311.12
15	Aeration Basin 24" Air Piping Block-outs and Pipe Seals, Modifications to HACH Instrumentation Communications Protocol, MBR Module Lifting Safety Device, RO CIP-Skid Discharge Orifice Plate Addition	Design Changes, Owner Requested Changes	\$79,713.39
16	Pump station at the EQ Basin	Design Changes, Owner Requested Changes	NTE \$667,487.82

17	RW FUTURE PUMP STATION, Weather Time Extension, Valve Modifications, MBR Feed Pump Seal Water Control Changes	Design Changes, Owner Requested Changes, Unforeseen Conditions	NTE \$159,442.86
18	Construction Cost of UV System, Weather Time Extension	Design Changes, Unforeseen Conditions	NTE \$1,788,568.52
WWTP Contingency	Budget Amount	Change Orders 1-18	Remaining
	\$5,624,252.52	\$4,350,930.50	\$1,273,322.02

Recommended Action:

Staff recommends City Council approval of Change Order No. 19 for the Wastewater Treatment Plant Upgrade and Expansion in the amount not to exceed \$98,556.60 for the installation of aeration basin risers, aeration basin network switch, high level alarm for the fine screens and the addition of actuators at the influent gates.

Attachments:

- A. Change Order 19



City of Beaumont Wastewater Treatment Plant Salt Mitigation Upgrade Project Change Order No. 19

March 18, 2020

Contractor:	W.M. Lyles Co.	Original Contract:	\$ 53,312,000.00	820	1/26/2021
Project Name:	Wastewater Treatment Plant Salt Mitigation Upgrade Project	Previous Approved Changes:	\$4,171,594.50	186	5/30/2021
Contract No.:	C18-80	This Change: Amount NTE	\$95,556.60	0	
CO Number:	19	Revised Contract:	\$57,579,151.10	1006	7/31/2021
		Previous Phase 1 Completion Date			5/20/2020
		Revised Phase 1 Completion Date			9/18/2020

This change order covers changes to the subject contract as described herein. The Contractor shall supply all labor, equipment, and materials to complete the Change Order items for the lump sum price agreed upon herein. All Change Order items must be submitted to the City for approval prior to fabrication.

Item No.	PCO No.	Description of Changes	Amount	Phase 1 Time Extension (CD*)	Phase 2 / Project Completion Time Extension (CD*)
1	43	Aeration Basin 1 thru 4 MOV Extension Risers	\$11,028.75	0	0
2	44	Aeration Basin Network Switch for HACH Instruments	\$14,093.21	0	0
3	45	Fine Screens – Addition of a High-Level Alarm Switch	\$11,639.14	0	0
4	46	MBR – Addition of MOV Actuator on the Influent Gates	\$58,795.50	0	0
NET CHANGE IN CONTRACT AMOUNT – INCREASE (OR-DECREASE) NTE			\$95,556.60	0	0

*Calendar Days

The amount of the Contract will be increased/decreased by Ninety-Five Thousand, Five Hundred Fifty-six dollars and sixty cents (\$95,556.60). The Contract Time will be increased by zero (0) calendar days.

The Contractor agrees to furnish all labor, equipment, and materials and to perform all other necessary work, inclusive of the directly or indirectly related work, within the approved time extension required to complete the above Change Order items. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the Contract Price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in Work, and as to the extension of time allowed, if any, for the completion of the entire Work on account of said Change Order. The City and the Contractor hereby agree that this Change Order constitutes full mutual accord and satisfaction for all time, all costs, and all impacts related directly or indirectly to this Change Order. The Contractor hereby agrees that this Change Order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of himself and all subcontractors to waive all right to file any further claims or request for equitable adjustment arising out of or as a result of this Change Order or the cumulative effect of this Change Order on the performance of the overall Work under the Contract. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the City.

Recommended: , **Date:** 3-18-2021
MWH Constructors, Senior Resident Engineer

Accepted: , **Date:** 3.23.21
W.M. Lyles Co., Contractor

Approved: Brian P. Knoll, **Date:** 3/23/21
Digitally signed by Brian P. Knoll
DN: C=US, E=brian.knoll@webbassociates.com,
O=Albert A. Webb Associates, OU=Vice
President, CN=Brian P. Knoll
Date: 2021.03.23 13:01:49-0700
Albert A. Webb Associates, Program Manager

Approved: _____, **Date:** _____
City of Beaumont, City Manager

Wastewater Treatment Plant Salt Mitigation Upgrade Project

Technical Justification:

PCO-43	
Design Adjustment: WML COP-048	Aeration Basin 1 thru 4 MOV Extension Riser Addition
<p><u>Reason for Design Changes:</u></p> <p>Safe Access required change. Each of the four aeration basins has a motor operated valve that control air flow to the aerobic zones in the basins. The valve controller is located directly on the valve and air piping manifold within the basins above approximately 18-feet of concentrated mixed liquor wastewater, MLSS, creating a potential safety and difficult maintenance or repair hazard. Staff or a repair technician would be required to lie in a prone position or crawl outside of safety railing on to piping to adjust or repair valve equipment.</p> <p><u>Design and Scope Changes:</u></p> <ul style="list-style-type: none"> Add a 48-inch valve extension stem and elevate valve controller to a height suitable for human interaction. Contractor shall also include all necessary labor for conduit, wiring and termination adjustments to disconnect and reconnect the valve controller at its new location. Cost proposal shall include all necessary costs for labor and miscellaneous materials to perform this change. Contractor shall not perform any work until change has been approved by the City. <p><u>Cost Impact:</u></p> <p>MWHC has reviewed the attached WML cost proposal and find it acceptable. Accordingly, MWHC recommends a contract cost increase of \$11,028.75 to be executed in a change order for the modifications requested.</p>	

CITY OF BEAUMONT WWTP SALT MITIGATION UPGRADE PROJECT

**CHANGE ORDER PROPOSAL (COP) # 048
(By Contractor)**

To (Engineer/CM): MWH Constructors Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@stantec.com	From (Contractor): W.M. Lyles Co. Attention: Oscar Mendoza Phone: 619-565-6064 Email: omendoza@wmlylesco.com
PCO/DCM No.: N/A	
Subject: A-Basin Air Line MOV Actuator Relocation	
Reference Documents: Attached	
DESCRIPTION	
This COP is for the installation of 4ea MOV Actuation stem extensions on the air lines in order to provide better access to actuator's main electrical components per the attached MWH Field Observation dated February 26 th , 2020.	
COST ESTIMATE	
Total Cost : \$ 11,028.75 – see attached breakdown	
SCHEDULE IMPACT	
Received by MWH Constructors (Date):	

RESPONSE

Response By:

Date:

Final Distribution: Oscar Mendoza, W.M. Lyles Co.
Brian Knoll, Webb Associates
MWH Inspector

W. M. Lyles Co.
 42142 Roick Drive
 Temecula, CA 92590

Reference #: N/A

Attention: Charles W. Reynolds

City of Beaumont WWTP Salt Mitigation Upgrade Project

DESCRIPTION: A-Basin Air Line MOV Actuator Relocation

Item:		Unit	Total MH	Total MH Cost	Eq. Cost	Material	Subcont.	Total Cost
1	A-Basin Air Line MOV Actuator Relocation	1 LS	24	\$ 1,994.61	\$ 1,548.88	\$ 5,495.25	\$ 500.00	\$ 9,538.74
2		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
3		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
Total Costs			24	\$ 1,994.61	\$ 1,548.88	\$ 5,495.25	\$ 500.00	\$ 9,538.74

Subtotal		\$	9,538.74
Mark-up - Labor	15%	\$	299.19
Mark-up - Equipment	15%	\$	232.33
Mark-up - Materials	15%	\$	824.29
Mark-up - Subcontractor	5%	\$	25.00
Bond	1.0%	\$	109.20
Total This Change Order		\$	11,028.75

Comments:

City of Beaumont WWTP Salt Mitigation Upgrade Project

Item 12.

A-Basin Air Line MOV Actuator Relocation

A. Labor

Description	Lab Pipe FM			Lab Pipe			Operator			Carp FM			Carp			Lab			Cement Mason					
	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT			
Install 48" MOV extension and reconnect	8			8			8																	
	8	0	0	8	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Name	Rate			Hours			Extension	
	ST	PT	DT	ST	PT	DT		
Lab Pipe FM	\$77.80		\$103.90	\$129.98	8	0	0	\$622.43
Lab Pipe	\$75.19		\$99.97	\$124.75	8	0	0	\$601.51
Operator	\$96.33		\$128.99	\$161.66	8	0	0	\$770.67
Carp FM	\$85.03		\$115.33	\$145.63	0	0	0	\$0.00
Carp	\$81.11		\$109.45	\$137.79	0	0	0	\$0.00
Lab	\$71.72		\$94.78	\$117.82	0	0	0	\$0.00
Cement Mason	\$78.05		\$102.25	\$126.45	0	0	0	\$0.00
					24	0	0	
					Total Labor =			\$1,994.61

B. Equipment

Description	17.12	32.037	31.028	30.048	20.041	35.064	Rent
Install 48" MOV extension and reconnect	8		8				
	8	0	8	0	0	0	0

Number	Description	Rate	Hours	Extension
17.12	Foreman Truck	\$29.60	8	\$236.80
32.037	ReachliftXtremeXR1055	\$58.61	0	\$0.00
31.028	Hydro Crane - 80 TonLink BeltRTC-8080 II 80 Ton	\$164.01	8	\$1,312.08
30.048	Loader Backhoe 410John Deere410L	\$64.30	0	\$0.00
20.041	ExcavatorJohn Deere350GLC	\$151.12	0	\$0.00
35.064	LoaderJohn Deere644J	\$123.00	0	\$0.00
17	Foreman Truck	\$29.60	0	\$0.00
20.041	ExcavatorJohn Deere350GLC	\$151.12	0	\$0.00
35.064	LoaderJohn Deere644J	\$123.00	0	\$0.00
Rent	Owner Op dump trucks	\$100.00	0	\$0.00
			16	
			Total Equipment = \$1,548.88	

C. Materials

	Quantity	Unit	Price	Extension
SS Flanged Valve Stem Extension - 48"	4	ea	\$ 1,275.00	\$5,100.00
				\$0.00
				\$0.00
Tax	7.750%			\$395.25
			Subtotal	\$5,495.25
			Total Material = \$5,495.25	

D. Subcontractor

	Quantity	Unit	Price	Extension
Southern	1	LS	\$500.00	\$500.00
				\$0.00
			Total Subcontract = \$500.00	



**Bray Sales Southern
California**

Quote QQ-127461 Item 12.

Date 11/17/2020

Company W M Lyles - Temecula
Name Oscar Mendoza
Email omendoza@wmlylesco.com
Phone +1 951 973-7393

Sales Rep Gary Figueroa
Email gary.figueroa@bray.com
Phone +1-951-640-6384

Quote Ref A-Basin MOV actuator location Issue

Prepared By Gary Figueroa
Email gary.figueroa@bray.com
Phone +1 909 937 1624,2402

Line No	Product Details	Qty	Unit Price	Line Total	Delivery
1	Part Number 120480-22101534 Stainless steel flanged valve stem extension to raise the existing Auma SQR12.2 actuators mounted on 12" Bray Series #40 HPBFV. Extension to be constructed from a S/S flanged outer housing with a stainless steel inner shaft that will be mounted between the valve bracket and bottom of the Auma actuator. Overall extension length to be advised, the proposed price is for extensions up to 48".	4	\$1,275.00	\$5,100.00	3-4 Week(s)
Total Price: (USD)				\$5,100.00	

Terms Notes

All deliveries subject to prior sales
 Seller's acceptance of this Order is expressly limited to, and expressly conditional on, Buyer's Acceptance of Seller's standard terms and conditions attached and available at <https://www.bray.com/sales-terms-and-conditions>. Seller objects to any different or additional terms.

BRAY INTERNATIONAL TERMS AND CONDITIONS OF SALE

1. APPLICABILITY. These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the products ("Products") by Bray International, Inc. and its subsidiaries, branches and divisions (as applicable, "Bray" or "Seller") to a purchaser of Products ("Buyer") from Bray. Notwithstanding anything herein to the contrary, if a written contract signed by Bray and a Buyer covers the sale of Products covered hereby, the terms and conditions of such contract shall prevail to the extent they are inconsistent with these Terms.

References to (i) "Bray factory" are to the applicable Bray national or regional headquarters of Seller in the country where the order is received and (ii) "dollars" or "\$" are to United States dollars unless specified otherwise.

2. ENTIRE AGREEMENT. These Terms and the quotation (the "Quotation") which they accompany (collectively, the "Agreement") comprise the entire agreement between Bray and Buyer relating to the Products that are the subject of such Quotation, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer submitted its purchase order or such terms. Buyer's acceptance of the Quotation is expressly limited to these Terms, and Bray objects to, and is not bound by, any terms or conditions that differ from, add to, or modify these Terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. Notwithstanding anything to the contrary in these Terms or any Agreement, Bray shall not be obligated to make, or otherwise fulfill the terms of, any sale of Products to Buyer in an order amount less than Two Hundred and Fifty Dollars (\$250).

3. QUOTATIONS. Unless stated otherwise in writing by Seller, all Quotations made by Seller are for immediate acceptance. Seller reserves the right to withdraw and/or revise any Quotation at any time prior to final acceptance by Buyer.

4. PRICE. Buyer shall purchase the Products from Seller at the prices (the "Prices") set forth in Seller's published price list in force as of the date Buyer's order is received by Bray. All Prices (and any applicable discounts) for Products are subject to change without notice. Any order that is delayed for delivery at Buyer's request or is otherwise scheduled to be made in excess of one hundred twenty (120) days from the order date will be invoiced at published list prices and discounts effective at the time of shipment unless otherwise specifically agreed at the time of Seller's order acceptance. Any extra expenses incurred by Seller, such as engineering, tagging, taxes, service calls, export crating or other expenses, will be added to the invoice after notification to Buyer of the extra costs.

5. TAXES. Prices are exclusive of all sales, use and

excise taxes, and any other similar taxes, duties, fees and charges of any kind imposed by any governmental authority (including those arising from changes in laws or regulations affecting foreign exchange) on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes, and if payable or paid by Seller, then added to the Price.

6. PAYMENT TERMS.

A. All invoices for domestic (U.S.) Buyers will be due net thirty (30) days from date of invoice unless otherwise stated by Seller. All invoices for international (non-U.S.) Buyers will require confirmed, irrevocable letters of credit due upon delivery to freight forwarder at its United States port for shipment, unless otherwise agreed by Seller. Seller reserves the right (including if it determines subsequently that Buyer's financial condition becomes unsatisfactory to Seller) to (i) require payment on "cash in advance" basis, (ii) require a confirmed, irrevocable letter of credit or other acceptable security (including preservation of any lien rights) before shipment, or (iii) cancel shipment at any time prior to delivery of the Products (without further obligation or liability on Seller's part). In such cases, an order will be considered valid only upon receipt of any such advance payment or provision of security. Credit terms are provided solely at the discretion of Seller and may be denied for any reason by Seller.

B. Buyer shall pay interest on all late payments at the lesser of: (i) the rate of two percent (2%) per month and (ii) the highest rate permissible under applicable law. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorney fees and court costs. In addition to all other remedies available under these Terms or at law (which are not waived by Seller's exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Products if Buyer fails to pay any amounts when due hereunder.

C. Buyer shall not withhold or delay payment of any amounts due and payable by reason of any set-off of any claim, counterclaim, abatement, delay of customer payment or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

7. CREDIT. Shipments and deliveries of Products to Buyer shall remain at all times subject to the approval of Seller's credit department. Seller, in addition to any other rights and remedies, may, at its option, decline to make shipments or deliveries hereunder except upon receipt of payment or satisfactory security or otherwise upon terms and conditions satisfactory to Seller. Should Seller elect to extend credit to Buyer, Seller may limit or deny further extensions of credit in Seller's sole discretion. Any extension of open payment terms by Seller is dependent on Buyer's ongoing ability to support its working capital requirements for its business.

8. DELIVERY.

A. The Products will be delivered within a reasonable time after the receipt of Buyer's order. Delivery dates are approximate and are dependent upon prompt receipt of all necessary Buyer-furnished information and materials (if applicable). Penalty fees/liquidated damages that may be associated with any late delivery will not apply unless mutually agreed in writing at the time of order acknowledgement.

B. Unless otherwise agreed in writing by the parties, Seller shall make the Products available at the Bray factory (the "Delivery Point"). The title to and risk of loss for Products passes to Buyer upon signing of the bill of lading by the transportation company (which signifies the delivery of the Products to the transportation company for shipment to Buyer). Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Products at the Delivery Point.

C. All Prices are quoted ExWorks (EXW) Bray factory or such other place that Seller shall designate on the Quotation. Seller does not insure shipments beyond the Delivery Point and, therefore, all claims of lost or damaged Products in transit must be filed directly with the transportation company by Buyer. Seller shall select the method of shipment and the carrier for the Products. Seller may ship via the Buyer's choice if routing is satisfactory and rates equal to or less than Seller's normal choice. In the case of higher than normal special shipping requirements, Seller will ship the Products at Buyer's expense (including a handling fee or collect basis) and Buyer will not receive any credit for freight charges that under normal circumstances would be incurred by Seller. There may be only one destination per order.

D. Bray's standard document package will be provided—please see associated Quotation for details on what is included in document package for associated Product(s); document package will be delivered via electronic delivery (additional charges may apply if hard copy is required).

E. If for any reason Buyer fails to accept delivery of Products on the date fixed pursuant to Seller's notice to Buyer that the Products are being made available for delivery at the Delivery Point: (i) risk of loss to the Products shall pass to Buyer, (ii) the Products shall be deemed to have been delivered and accepted by Buyer and (iii) Seller, at its option, may store the Products until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Any failure of Buyer to provide appropriate instructions, documents, licenses or authorizations in connection with delivery of Products shall be deemed to be a failure of Buyer to accept delivery of Products at such time as such Products

are otherwise available for delivery. Any orders held by Seller more than thirty (30) days may be treated as a cancelled and the Products deemed returned.

9. INSPECTION AND REJECTION OF NONCONFORMING PRODUCTS.

A. Buyer shall inspect the Products within ten (10) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Products unless it notifies Seller in writing of any Nonconforming Products during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Products" means that the Products shipped are different than those identified in Buyer's purchase order.

B. If Buyer timely notifies Seller of any Nonconforming Products during the Inspection Period, Seller shall, in its sole discretion, (i) replace such Nonconforming Products with conforming Products, or (ii) credit or refund the Price for such Nonconforming Products, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Products to the Bray factory or such other place that Seller shall designate on the Quotation. Upon Seller's confirmation of the nonconforming nature of the Nonconforming Products, Seller shall credit the Buyer's expense for such shipment against the Buyer's payment obligations to Seller. If Seller exercises its option to replace such Nonconforming Products, Seller shall, after receiving Buyer's shipment of returned Nonconforming Products, ship to Buyer the replaced Products and the terms of [Section 8\(B\)](#) shall apply for such replaced Products, except that Seller shall be responsible for the costs and expenses for such shipment.

C. Buyer acknowledges and agrees that the remedies set forth in [Section 9\(B\)](#) (exercised in accordance with these Terms) are Buyer's exclusive remedies for the delivery of Nonconforming Products.

10. CHANGE ORDER / CANCELLATIONS.

Orders received and accepted by Seller may not be changed or cancelled except on terms satisfactory to Seller and which prevent Seller from incurring any loss. Seller will not accept changes or cancellations of Products, whether standard, non-standard or special, without full reimbursement of all related expenses incurred to date. Buyer must request all cancellations and change orders in writing, and must be signed by an authorized representative of Seller to be effective. Any changes or cancellations of Projects will be subject to appropriate changes in discounts, freight costs and other charges to Buyer.

II. LIMITED WARRANTY.

A. Seller warrants to Buyer that, for a period of thirty-six (36) months from the date of Bray's shipment (the "Warranty Period") from its manufacturing facility, Products manufactured by Seller will be free from defects in materials and workmanship when used for the purposes for which they were designed and manufactured. Seller does not warrant the Products against chemical or stress corrosion or against any other failure (including normal wear and tear due to operation or the environment) other than from defects in materials or workmanship.

B. THE EXPRESS WARRANTY SET FORTH IN SECTION 1.11(A) IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS INTENDED OR GIVEN.

C. Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Products. Third Party Products are not covered by the warranty in [Section 11\(A\)](#). For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT.

D. The Seller shall not be liable for a breach of the warranty set forth in [Section 11\(A\)](#) unless: (i) Buyer gives written notice to Seller of the defect during the Warranty Period and, in any event, within fourteen (14) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Products and Buyer (if requested to do so by Seller) returns such Products to Bray's factory or such other place that Seller shall designate on the Quotation for the examination to take place there; (iii) Products are stored, maintained and shipped in accordance with Seller's applicable guidelines therefor (available to Buyer in product information available at <https://www.bray.com/resources/documents/manuals-guides?page=1>, please contact productspec@bray.com with any questions concerning the guidelines) and (iv) Seller reasonably verifies Buyer's claim that the Products are defective. Buyer shall return (freight prepaid) the defective Product to Bray at Bray's factory or such other place that Seller shall designate on the Quotation no later than ninety (90) days of Buyer's initial written notice to Seller of the defect. Upon Seller's confirmation of Products in breach of the warranty provided under [Section 11\(A\)](#), Seller shall credit the Buyer's expense for shipment against the Buyer's payment obligations to Seller and, if Seller exercises its option to replace such defective Products, Seller shall ship to Buyer the replaced Products and the terms of [Section 8\(B\)](#) shall apply for such replaced Products, except that Seller shall be responsible for the costs and expenses for such

shipment. Seller shall not be obligated for any on-site costs, including removal and reinstallation of any warranted Products. Upon request, Buyer shall provide Seller reasonable and clear access to the warranted Products.

E. The Seller shall not be liable for a breach of the warranty set forth in [Section 11\(A\)](#) if: (i) Buyer makes any further use of such Products after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products; or (iii) Buyer alters or repairs such Products without the prior written consent of Seller.

F. Subject to [Section 11\(D\)](#) and [Section 11\(E\)](#) above, with respect to any such Products during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Products (or the defective part) or (ii) credit or refund the price of such Products at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Products to Seller. **THE REMEDIES SET FORTH IN THIS SECTION 11(F) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S SOLE AND ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11(A).**

12. LIMITATION OF LIABILITY.

A. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. No action, regardless of form, may be brought by Buyer more than one (1) year after the cause of action has accrued.

B. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY PRODUCT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR SUCH PRODUCT.

13. AUTHORIZED RETURNS. All sales of Products to Buyer are made on a one-way basis and no Products may be returned without prior written approval from Seller. Generally, in addition to the requirement for prior written approval, Bray will accept returns from a Buyer only if the return request is timely made following shipment of the applicable Product(s) to Buyer and the Product(s) are in good, reusable condition and remain standard Bray products (*i.e.*, not custom-made, obsolete or buyout products). In regard to any returns, Seller generally issues credit (from which Seller may deduct shipping, restocking and reconditioning expenses).

14. INTELLECTUAL PROPERTY RIGHTS. All copyrights, patents, trademarks, trade secrets, know-how and other intellectual property or proprietary rights pursuant to the laws of any jurisdiction worldwide ("IP Rights") associated with or relating to the Products shall belong solely and exclusively to Seller. Seller will retain all IP Rights used to create, embodied in, used in and otherwise relating to the Products and any of their component parts, and Buyer shall not acquire any ownership interest in any of Seller's IP Rights. Buyer shall use Seller's IP Rights only in accordance with these Terms and any instructions of Seller. No license, either express or implied, is granted in any IP Rights of Seller. If Buyer acquires any IP Rights in or relating to any Product by operation of law or otherwise, such rights are deemed and are hereby irrevocably assigned to Seller without further action. Buyer shall, at Seller's expense, execute such documents and do such things as are necessary to enable Seller to protect its IP Rights.

15. DESIGN CHANGES. Seller reserves the right to change, discontinue or alter the design and construction of Products without prior notice and without further obligation.

16. COMPLIANCE WITH LAW. Buyer shall comply with all applicable laws, regulations and ordinances, and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Agreement. Upon Seller request, Buyer agrees to provide Seller with information about the end use (including location of) of any products purchased. In furtherance of the foregoing (and without limitation thereto), please note the following in regards to compliance:

A. Trade Compliance. Buyer must comply with all laws governing export/import control and regulation, including, without limitation, laws governing re-exporting. If Buyer is obtaining Product(s) for resale, such compliance requires that Buyer know of the end-use, end-user, ultimate destination or other facts relating to such sale of Product(s), and be alerted to "red flags" in the circumstances related to such sale. Buyer is obligated to comply with Bray's trade compliance program in regards to any sale and purchase of Product(s). Buyer should contact Bray to confirm compliance with the requirements of this program.

B. Anti-Corruption Laws. Buyer must comply with all anti-corruption and bribery laws and regulations,

including, without limitation the United Kingdom's Bribery Act of 2010 and the United States' Foreign Corrupt Practices Act. Buyer must not pay, offer or promise to pay, directly or indirectly, anything of value for purposes of influencing an official decision or seeking influence in regards to any such decision from a person or organization affiliated with any government body, organization or business entity owned in part or in whole by a government body. Buyer must contact Bray in regards to any transaction in respect of Product(s) provided under this Agreement that could implicate such laws. Bray may immediately terminate, without any liability, any sale, agreement or association with any person violating such laws.

17. TERMINATION. In addition to any remedies that may be provided under the Agreement, Seller may terminate the Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due; (ii) has not otherwise performed or complied with any of the terms of the Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

18. WAIVER. No waiver by Seller of any of the provisions of these Terms or the Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. CONFIDENTIAL INFORMATION. All Confidential Information (as defined below) of Seller disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with these Terms or the Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all Confidential Information received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. For purposes of this Agreement, "Confidential Information" means all non-public, confidential or proprietary information of Seller including, but not limited to, business affairs, business plans, trade secrets, intellectual property, specifications, samples, patterns, designs, client information, customer information, supplier information, technical data, developments, properties, systems, procedures, services, processes, methods, drawings, know-how, equipment, development plans, documents, manuals, strategies, training materials, costs, pricing, discounts or rebates, inventions, discoveries or any other confidential matters acquired in respect of the Seller or

the Products.

20. FORCE MAJEURE. Neither Seller nor Buyer shall be in breach of contract nor liable to the other party for any delay or damages if prevented from performance of these Terms and the Agreement (other than the payment of money) by any condition of force majeure which is beyond the control and not caused by the negligence of the party so affected ("**Force Majeure**"). Force Majeure includes, but shall not be limited to, earthquakes, floods, hurricanes, named tropical storms, lightning strikes, ice storms, blizzards, icebergs, pack ice, air and sea disasters, explosions and fire, epidemics, acts of God, acts of public enemy, war, terrorism, national emergency, invasion, insurrection, riot, strike, lockout, blockade or other industrial disputes, any laws, rules, regulations, orders, directives or requirements of or interference by any government or government agency (including any thereof or any affecting foreign exchange or otherwise making the terms of sale materially impractical on the basis of the economics relating to the agreed sale price or of illegality), inability or delay in obtaining supplies of adequate or suitable materials, power outage or other circumstances not within the control of the party and which, by the exercise of reasonable diligence, the party is unable to prevent or remedy, whether similar or dissimilar, foreseen or unforeseen. Seller shall have such additional time as may be reasonably necessary to perform its obligations upon the occurrence of any Force Majeure event.

21. ASSIGNMENT. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

22. AMENDMENT AND MODIFICATION. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each of Seller and Buyer.

23. RELATIONSHIP OF THE PARTIES. The relationship between the parties is that of independent contractors. Nothing contained in these Terms or the Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between Seller and Buyer, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

24. NO THIRD-PARTY BENEFICIARIES. These Terms and the Agreement are for the sole benefit of the Seller and Buyer and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

25. GOVERNING LAW / JURISDICTION / JURY WAIVER. THESE TERMS, THE AGREEMENT AND THE RELATIONS BETWEEN THE PARTIES SHALL BE GOVERNED BY THE PROCEDURAL AND SUBSTANTIVE LAWS OF THE STATE OF TEXAS, EXCLUSIVE OF CONFLICT OF LAWS PRINCIPLES WHICH WOULD DIRECT THE APPLICATION OF THE SUBSTANTIVE OR PROCEDURAL LAW OF ANOTHER JURISDICTION. IN THE EVENT TEXAS LAW IS RULED OR ORDERED TO NOT APPLY TO ANY DISPUTE BETWEEN THE PARTIES, THEN FOR PURPOSES OF THAT DISPUTE THESE TERMS, THE AGREEMENT AND THE RELATIONS BETWEEN THE PARTIES SHALL BE GOVERNED BY THE LAWS OF THE JURISDICTION IN WHICH BRAY'S FACTORY APPLICABLE TO THE SALE IS LOCATED, EXCLUSIVE OF CONFLICT OF LAWS PRINCIPLES WHICH WOULD DIRECT THE APPLICATION OF THE SUBSTANTIVE OR PROCEDURAL LAW OF ANOTHER JURISDICTION.

IF BRAY'S FACTORY APPLICABLE TO THE SALE IS LOCATED IN ANY STATE, TERRITORY, OR DISTRICT OF THE UNITED STATES OF AMERICA, EACH PARTY: (A) IRREVOCABLY SUBMITS TO THE JURISDICTION AND VENUE OF THE COURTS LOCATED IN HARRIS COUNTY, TEXAS FOR THE RESOLUTION OF ANY AND ALL DISPUTES ARISING FROM OR RELATING TO THESE TERMS, THE AGREEMENT AND THE RELATIONS BETWEEN THE PARTIES; AND (B) KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS TO A JURY TRIAL IN ANY LEGAL PROCEEDING RELATING TO THESE TERMS, THE AGREEMENT AND THE RELATIONS BETWEEN THE PARTIES.

IF BRAY'S FACTORY APPLICABLE TO THE SALE IS NOT LOCATED IN ANY STATE, TERRITORY, OR DISTRICT OF THE UNITED STATES OF AMERICA, EACH PARTY AGREES ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE ORDER(S) SHALL BE FINALLY SETTLED, SUBJECT TO THE DEFENSES ALLOWED BY APPLICABLE LAW, UNDER THE RULES OF ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE BY A SINGLE ARBITRATOR APPOINTED IN ACCORDANCE WITH THE SAID RULES. THE ARBITRATION SHALL BE CONDUCTED IN ENGLISH WITHIN THE LIMITS OF THE CITY OF HOUSTON, TEXAS. THE ARBITRATOR MUST MEET EACH OF THE FOLLOWING QUALIFICATIONS IN ORDER TO BE APPOINTED: (1) BE A GRADUATE OF A LAW SCHOOL LOCATED IN THE UNITED STATES; (2) HAVE MORE THAN TWENTY YEARS OF EXPERIENCE IN LITIGATING AND/OR ARBITRATING COMPLEX COMMERCIAL DISPUTES; (3) BE LICENSED TO PRACTICE LAW IN THE STATE OF TEXAS; AND (4) BE IMPARTIAL. THE ARBITRATOR WILL HAVE THE AUTHORITY TO APPORTION LIABILITY BETWEEN THE PARTIES, BUT WILL NOT HAVE THE AUTHORITY TO AWARD ANY

DAMAGES OR REMEDIES NOT AVAILABLE UNDER, OR IN EXCESS OF, THE EXPRESS TERMS OF THESE TERMS OR THE AGREEMENT. THE ARBITRATION AWARD WILL BE PRESENTED TO THE PARTIES IN WRITING, AND UPON THE REQUEST OF EITHER PARTY, WILL INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW. THE AWARD MAY BE CONFIRMED AND ENFORCED IN ANY COURT OF COMPETENT JURISDICTION. BUYER AND SUPPLIER HEREBY CONSENT AND SUBMIT TO THE AFOREMENTIONED ARBITRATION AND THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN HOUSTON, TEXAS, AS JURISDICTION FOR REVIEW OR CHALLENGE OF THE ARBITRATION RESULTS AND WAIVE ANY RIGHT SUCH PARTY MAY HAVE TO TRANSFER THE VENUE TO ANY OTHER JURISDICTION. THE PARTIES EXPRESSLY RESERVE ALL RIGHTS TO PURSUE INJUNCTIVE RELIEF IN ANY COURT LOCATED IN HOUSTON, TEXAS. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT INCLUDES ACTIVITIES IN INTERSTATE COMMERCE (AND, ACCORDINGLY, THE FEDERAL ARBITRATION ACT OF THE UNITED STATES SHALL CONTROL AND APPLY TO ALL ARBITRATIONS CONDUCTED HEREUNDER, NOTWITHSTANDING ANY STATE LAW PROVISIONS TO THE CONTRARY).

26. NOTICES. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Quotation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), email or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Agreement, a Notice is effective only (i) upon receipt of the receiving party (and confirmation of such receipt in respect of facsimile or email transmissions), and (ii) if the party giving the Notice has complied with the requirements of this Section.

27. SEVERABILITY. If any of these Terms or other terms or provision of the Agreement are determined to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision or invalidate or render unenforceable such term or provision in any other jurisdiction.

28. CLERICAL ERRORS. Seller reserves the right to correct all stenographic or clerical errors or omissions in any documents (whether Quotations, invoices or other documents).

29. SURVIVAL. Any provision of the Agreement that by its nature should apply after any termination or expiration of the Agreement, including (but not limited to) the following provisions: Compliance with Laws, Confidentiality, Governing Law / Jurisdiction and Survival, shall survive any

such termination or expiration.

30. PUBLISHED DATA. All published dimensions, weights, temperatures, pressure ratings and other Product data are approximate.

CANCELLATION, CHANGE ORDERS AND RETURNED GOODS POLICY ADDENDUM

As guidance and further clarification on the applicable terms and conditions relating to change orders or cancellations, Bray will accept changes and cancellations generally subject to Buyer agreement to pay all costs and expenses incurred by Bray for the order, including, without limitation, costs and expenses relating to engineering, financing costs (including those for any performance or warranty obligations), restocking, order administration, supplies, freight, duties and inspection. For standard product, Bray will generally apply a twenty-five percent (25%) cancellation fee unless such amount is not sufficient to recapture Bray's fees and expenses (e.g., financing costs, freight, duties, etc.) relating to the order. For non standard products (i.e., product with unique feature(s) or specifically designed for the applicable purchase), the cancellation charge will usually be the purchase price of the product(s). For any such agreed cancellation or change, Bray will calculate the specific amount of such costs and expenses incurred to the date of such cancellation or change and advise Buyer of the applicable amount owed. For any standard product returns, exceptional costs such as freight, duties and financing costs will be added to any standard cancellation fee. For any non standard product returns, the cancellation charge will additionally include amounts incurred in connection with the return.

Specific terms and conditions relating to the foregoing and the events and circumstances relating to the novel coronavirus COVID-19: Bray will agree to delay the delivery of orders beyond a previously agreed delivery date as long as the Buyer pays an additional storage fee of five percent (5%) relating to such applicable order(s); *provided, however,* that the applicable order(s) must nevertheless be shipped and invoiced by no later than ninety (90) days after the previously agreed delivery date or the applicable order(s) will be deemed canceled and the cancellation charge (as outlined above) therefor shall be charged.

Wastewater Treatment Plant Salt Mitigation Upgrade Project

Technical Justification:

PCO-44	
Design Adjustment: WML COP-050 CLAR-38	Aeration Basin - Network Switches for HACH Instruments

Reason for Design Changes:

Network Reliability Improvement for critical process analyzers. Liquid process analyzer transmitters were upgraded in a previous approved and executed design change. The initial intent was for the HACH sc4200 transmitters to access the network via wireless connectivity. With the spotty Wi-Fi access and occasional signal loss due to long distances it now necessary to hardwire the devices to the network via CAT6 cabling. The cost to install field data switches and cabling for aeration basins 1 & 2 has been covered by the equipment vendor, HACH. The cost for basins 3 & 4 now in construction, includes additional conduit and cabling has been requested in Design Clarification-38.

Design and Scope Changes:

- Provide conduit and wire to connect the following AIT's 2151, 2152, 2251, 2252, 2351, 2352, 2451, 2452, 2111, 2211, 2311, 2411 to the 18-port data comm switches located in Pull Box JB-2111 and JB-2311.
- NOTE: the installation shall vary from the design issued in CLAR-038 sense data switches provided by transmitter supplier HACH were sized to accommodate transmitters that are to be installed in basins 3 & 4.
- Cost proposal shall include all necessary costs for labor and miscellaneous materials to perform this change. Contractor shall not perform any work until change has been approved by the City.

Cost Impact:

MWH and Network design engineer, SKM, has reviewed the attached WML cost proposal and find it acceptable. Accordingly, MWHC recommends a contract cost increase of \$14,093.21 to be executed in a change order for the modifications requested.

CITY OF BEAUMONT WWTP SALT MITIGATION UPGRADE PROJECT

CHANGE ORDER PROPOSAL (COP) # 050
(By Contractor)

To (Engineer/CM): MWH Constructors Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@stantec.com	From (Contractor): W.M. Lyles Co. Attention: Oscar Mendoza Phone: 619-565-6064 Email: omendoza@wmlylesco.com
PCO/DCM No.: CLAR-38, DCM-32	
Subject: Network Switches for HACH Instruments	
Reference Documents: Attached	
DESCRIPTION	
This COP is to provide conduit and wire as directed on CLAR 38.	
COST ESTIMATE	
Total Cost : \$ 14,093.21 – see attached breakdown	
SCHEDULE IMPACT	
Received by MWH Constructors (Date):	

RESPONSE

Response By:

Date:

Final Distribution: Oscar Mendoza, W.M. Lyles Co.
Brian Knoll, Webb Associates
MWH Inspector

W. M. Lyles Co.
 42142 Roick Drive
 Temecula, CA 92590

1/27/2021

Reference #: CLAR-38, DCM-32

Attention: Charles W. Reynolds

City of Beaumont WWTP Salt Mitigation Upgrade Project

DESCRIPTION: Network Switches for HACH Instruments

Item:		Unit	Total MH	Total MH Cost	Eq. Cost	Material	Subcont.	Total Cost
1	Network Switches for HACH Instruments	1 LS	0	\$ -	\$ -	\$ -	\$ 13,289.21	\$ 13,289.21
2		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
3		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
Total Costs			0	\$ -	\$ -	\$ -	\$ 13,289.21	\$ 13,289.21

Subtotal		\$	13,289.21
Mark-up - Labor	15%	\$	-
Mark-up - Equipment	15%	\$	-
Mark-up - Materials	15%	\$	-
Mark-up - Subcontractor	5%	\$	664.46
Bond	1.0%	\$	139.54
Total This Change Order		\$	14,093.21

Comments:



Southern Contracting Company
P.O. Box 445 San Marcos, CA 92079-0445
Tel 760-744-0760 Fax 760-744-6475
website: www.southerncontracting.com
email: info@southerncontracting.com

Change Order Request

103801 — Wastewater Treatment Plant Salt Mitigation Upgrade

COR Subject: COR#028 CLAR-038 Hach Changes phase 2

To Juan C. Ahumada
W.M. Lyles
42142 Roick Drive
Temecula, CA 92590
951-973-7393

Contract No: 55.1173
COR Number: 103801-COR#028
COR Revision Number: 0
COR Date: 1/7/2021
Work Type: Price / Do Not Proceed
Other Reference No: CLAR-038
Days Valid: 5

Return To Dan Alcantar
Southern Contracting Company
760-744-0760x621
619-778-0681
DAlcantar@southerncontracting.com

Scope Of Work / Time Extension Request

The work associated with CLAR-038 phase 2 Hach Changes is a change to Southern Contracting Company's scope of work in which a change in Contract Price and Time is to be considered.

Accordingly, Southern Contracting Company requests a Contract Change Order in the amount of \$13,289.21

Scope of Work is as follows:

- provide conduit and wire to connect the following AIT's 2151, 2152, 2251, 2252, 2351, 2352, 2451, 2452, 2111, 2211, 2311, 2411 to the 18 port data comm switches located in Pull Box JB-2111 and JB-2311.

NOTE: this installation varies from the design issued in CLAR-038 and we have included a rough sketch on NI-04A showing the differences. Actual red line as built will be provided as part of the project record drawing.

Exclusions: Set up of network, Programming, Installation of inline instrumentation, Overtime.

Change in time: 5 days

Southern Contracting reserves all rights to additional costs and time for changes not identified in the documents furnished, and is not responsible for additional costs or time for work which is not part of our contract scope of work, unless stipulated above. Should additional information or clarification be required, please contact me at your convenience.

Summary

Total: \$13,289.21

Reservation of Rights

This COR does not include any amount for impacts such as interference, disruptions, rescheduling, changes in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any of these items.

Signed By:



Daniel Alcantar

PM

Dated: 1/7/2021

Bid Summary Report

103801 Beaumont Chang Orders Estimator: Dan Alcantar

Job #2336

Job Name: 103801 Beaumont Chang Orders

Contractor:

Estimator: Dan Alcantar

Notes:

Bid Date:

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
COR#028 CLAR-038 Hach Comm phase 2	\$3,196.30	100.00%	\$3,196.30	81.19	100.00%	81.19

Top Sheet

Raw Cost	\$11,340.44	Sales per Month	\$0.00
Tax	\$247.71	Return per Month	\$0.00
Raw Cost with Tax	\$11,588.15	Price per Square Foot	\$0.00
Overhead	\$1,701.07	Hours per Square Foot	0.00
Profit	\$0.00	Square Feet	0.00
Total Return Amount	\$1,701.07	Job Months	0.00
Total Return %	12.80%	Hours per Week	0.00
Price	\$13,289.21	Workers per Day	0.00
Bond	\$0.00	Total Hours	81.19
Sell Price	\$13,289.21	Markup Sales Tax (Overhead)	No
Adjusted Sell ()	\$0.00	Markup Sales Tax (Profit)	No
Adjusted Sell Return 0.00 %	\$0.00	Use Bond Table	No

Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden		Labor Cost
				Rate	Percent	
General Foreman	12.00%	9.74	\$99.49	\$0.00	0.00%	\$969.34
Journeyman	88.00%	71.45	\$85.51	\$0.00	0.00%	\$6,109.60
Totals	100.00%	81.19	\$87.19	\$0.00	0.00%	\$7,078.94

Mark Ups

	OVERHEAD			PROFIT		
	Total	%	Amount	%	Amount	
Materials	\$3,196.30	+ 15.00%	\$3,675.74	+ 0.00%	\$3,675.74	
Labor	\$7,078.94	+ 15.00%	\$8,140.78	+ 0.00%	\$8,140.78	
Supplier Quotes	\$0.00	+ 15.00%	\$0.00	+ 0.00%	\$0.00	
SubContractors	\$0.00	+ 5.00%	\$0.00	+ 0.00%	\$0.00	

Bid Summary Report

103801 Beaumont Chang Orders Estimator: Dan Alcantar

Job #2336

Direct Job Expense	\$1,065.20	+	15.00%	\$1,224.98	+	0.00%	\$1,224.98
Equipment Rental	\$0.00	+	15.00%	\$0.00	+	0.00%	\$0.00
Totals	\$11,340.44		15.00%	\$13,041.50		0.00%	\$13,041.50

Tax Report	Taxed Amount	Tax Rate %	Tax Amount
Materials	\$3,196.30	7.75%	\$247.71
Labor	\$7,078.94	0.00%	\$0.00
Supplier Quotes	\$0.00	0.00%	\$0.00
SubContractors	\$0.00	0.00%	\$0.00
Direct Job Expense	\$0.00	0.00%	\$0.00
Equipment Rental	\$0.00	0.00%	\$0.00
		Total Tax:	\$247.71

Direct Job Expense					
Name	Supplier	Tax (0.0 %)	Unit Cost	Multiplier	Amount
FM Truck		No	\$26.63	40.00	\$1,065.20
				Total:	\$1,065.20

Job Name: 103801 Beaumont Chang Orders

Job Number: 2336

Extension Name: COR#028 CLAR-038 Hach Comm phase 2

Material Filter: <None>

Report: COR - 2

[Items and ByProducts]

Item #	Item Name	Quantity	Unit Price	U	Ext Price	Unit Labor	U	Ext Labor
Label Set: Combined, Combined, Combined, Combined, Combined								
Cost Code: 010 - Conduit/Raceway								
2,615	1/4" SS WEDGE ANCHOR	20.00	\$230.00	C	\$46.00	20.10	C	37.68
2,675	1 5/8 STRUT-STAINLESS	12.00	\$1,187.50	C	\$142.50	18.84	C	4.02
2,702	1 GRC/PVC COATED	150.00	\$614.33	C	\$921.49	12.56	C	2.26
2,731	1 GRC/PVC ELBOW	4.00	\$2,017.25	C	\$80.69	81.64	C	18.84
2,808	1 GRC/PVC HUB	4.00	\$51.43	E	\$205.74	62.80	C	3.27
3,015	1 GRC/PVC CLAMP BAK	20.00	\$1,515.15	C	\$303.03	7.54	C	2.51
3,043	1 GRC/PVC CLAMP	20.00	\$9.65	E	\$193.05	26.38	C	1.51
Cost Code: 020 - Wire/Cable								
749	CAT6E CABLE	1,200.00	\$950.00	M	\$1,140.00	3.14	C	5.28
750	CAT6 TERMINATION	18.00	\$6.60	E	\$118.80	0.31	E	43.51
60,050	Wire Tags Tube Style	18.00	\$250.00	C	\$45.00	1.00	C	37.68
[Items and ByProducts] Total:					\$3,196.30			81.19

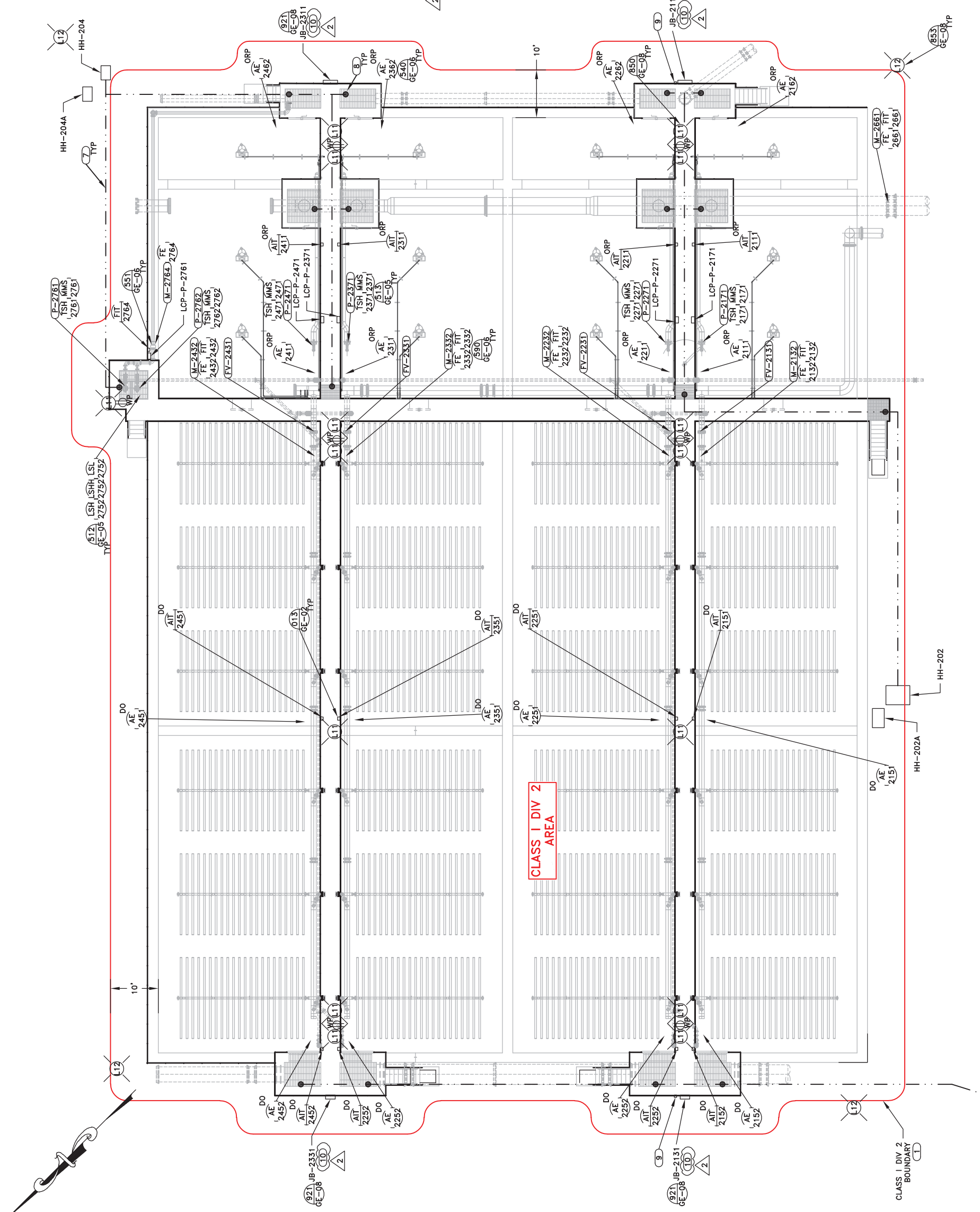
**CITY OF BEAUMONT WASTE WATER TREATMENT PLANT
SALT MITIGATION UPGRADE PROJECT**

CLARIFICATION 38

To (Construction Manager): Stantec Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@stantec.com	
From (Engineer): SKM Engineering Attention: Lindsey Stevens Phone: 801-677-0011 Email: lindsey.stevens@skmeng.com	
Subject: Network Switches for HACH Instrumentation	Location: Process Basins
Reference Documents: Drawing Nos. NI-04A, LE-07, CE-07, CE-09, CE-11	
CLARIFICATION	
<p>Note the following:</p> <p>The HACH transmitters located at the Anoxic and Aeration Basins (AIT-2111, AIT-2151, AIT-2152, AIT-2211, AIT-2251, AIT-2252, AIT-2311, AIT-2351, AIT-2352, AIT-2411, AIT-2451 and AIT-2452) require ethernet communication. To accommodate this network switches will be added to the four main junction boxes at the Anoxic and Aeration Basins, JB-2111, JB-2131, JB-2311 and JB-2331, as shown on NI-04A and LE-07.</p> <p>To provide ethernet communication to the HACH transmitters and wireless access points, existing conduits and combined conduits will need to be modified as follows. Communication conduits have been added, which will not be physically installed, but have been listed for clarity (F2111, F2151, F2311, and F2351). Conduit F2111 with CAT6 shielded cable will be combined into conduit F0203+ to provide communications from CTC-MB to RIO-MB. F2111 will then be combined with S2111+ to provide communications from RIO-MB to JB-2111 (CE-10 and CE-11). Conduits F2151, F2311 and F2351 will similarly be used to route CAT6 shielded cable from CTC-MB to RIO-MB and on to junction boxes JB-2131, JB-2311 and JB-2331.</p> <p>From the new network switches in the junction boxes, CAT6 shielded conduit is routed to the wireless access points and analyzer transmitters through existing signal conduits.</p> <ul style="list-style-type: none"> • Conduit S2111 will have two (2) CAT6 shielded cables from the network switch in JB-2111 to AIT-2111 and the wireless access point. Conduit S2211 will be used to route CAT6 shielded cable from JB-2111 to AIT-2211. • Conduit S2151 will have two (2) CAT6 shielded cables from the network switch in JB-2131 to AIT-2151 and the wireless access point. Conduit S2152 will be used to route CAT6 shielded cable from JB-2131 to AIT-2152. Conduit S2251 will be used to route CAT6 shielded cable from JB-2131 to AIT-2251. Conduit S2252 will be used to route CAT6 shielded cable from JB-2131 to AIT-2252. • Conduit S2311 will add a CAT6 shielded cable from JB-2311 to AIT-2311, while conduit S2411 will route CAT6 cable from JB-2311 to AIT-2411. • CAT6 shielded cables will be added to conduits S2351, S2352, S2451 and S2452 to feed from the network switch in JB-2331 to AIT-2351, AIT-2352, AIT-2451 and AIT-2452, respectively. <p>See drawing CE-07.</p>	
Prepared By (Name): Lindsey Stevens, SKM	Date: Dec. 10, 2020
Distributed By:	Date:

ANOXIC & AERATION BASINS PLAN

3/32" = 1'-0"
 Scale in Feet
 0 8 16



ELECTRICAL LEGEND

- GARCO STANCHION MOUNTED 69W LED LIGHT, 120V WITH PHOTO CELL CONTROL, MODEL FX164G2TAA33NA3EDNGSP1 OR APPROVED EQUAL.
- GE EVOLVE SERIES LED COBRA HEAD MODEL ERS-50-F2-JD1-5-00-2-GRAY-F WITH 2 HEADS, OR APPROVED EQUAL.
- DUPLEX OUTLET
- G- GFCI PROTECTED OUTLET
- WP: WEATHER-PROOF OUTLET GFCI PROTECTED.

2 NEW NETWORK SWITCH LOCATIONS.

- 1 THE INTERIOR OF THE ANOXIC BASIN AND EXTENDING OUT 10 FEET HORIZONTALLY AND 1.5 FEET VERTICALLY IS RATED CLASS 1, DIV 2 (SEE NFPA 820 FIGURE A.5.2). IN THIS CLASSIFIED AREA, ALL ELECTRICAL COMPONENTS SHALL BE RATED CLASS 1, DIV 2. SEAL OFFS SHALL BE UTILIZED PER THE REQUIREMENTS OF NEC. FOR THE UNCLASSIFIED SPACE SURROUNDING THIS AREA, ALL COMPONENTS SHALL BE CORROSION RESISTANT AND PANELS SHALL BE 316SS NEMA 4X. ALL EXPOSED CONDUITS AND FITTINGS SHALL BE PVC COATED GRG. ALL CHANNEL, ANCHORS, FASTENERS AND ASSOCIATED HARDWARE SHALL BE 316SS. CONDUIT SHALL ONLY RUN EXPOSED WHERE NECESSARY.
- 2 CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING CONDUIT DETAILS AND A CONDUIT ROUTING PLAN IN AUTOCAD FORMAT TO THE ELECTRICAL ENGINEER FOR APPROVAL.
- 3 LIMIT EXPOSED CONDUITS, 90° BENDS, AND WALL PENETRATIONS. MAINTAIN SEPARATION BETWEEN SIGNAL AND POWER-CARRYING CONDUITS.
- 4 MOUNT ALL LCP'S AND PANELS AT LEAST 3' ABOVE THE HIGHEST LIQUID LEVEL.
- 5 ALL ELECTRONIC DISPLAYS SUBJECT TO OUTDOOR EXPOSURE SHALL BE PROTECTED AS PER DETAIL 901.
- 6 CONTRACTOR TO KEEP APPROPRIATE SEPARATION BETWEEN 480VAC, 120VAC AND 24VDC IN ALL JUNCTION AND HAND HOLES.
- 7 GROUND GRID SHALL BE CONNECTED TO MAIN GROUND GRID THROUGH DUCT BANK SYSTEM.
- 8 BOND ALL BUILDING STEEL TO GROUND PER NEC.
- 9 INSTALL 2" MAST FOR WIRELESS ACCESS POINT (MAP SUPPLIED BY CITY). SEE DETAIL 921 ON SHI. GE-06.
- 10 NEW NETWORK SWITCH LOCATIONS.

REVISIONS

1	12/02/19	MPJ	BB	MPJ
2	12/07/20	MPJ	DCL	MPJ
C	09/05/18	MPJ	DCL	MPJ

NO. DATE DESIGN DRAWN CHECKED ORIGINAL

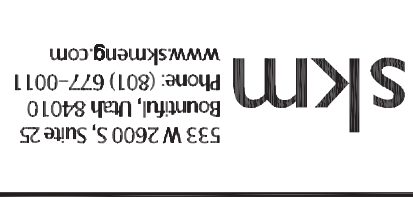
CITY OF BEAUMONT
SALT MITIGATION WTP UPGRADE
ELECTRICAL - LAYOUT
ANOXIC & AERATION BASINS PLAN



633 W 2600 S, SUITE 225, BOUNTIFUL, UT 84010
 PHONE (801) 299-1327 FAX (801) 299-0153



ALBERT A. WEBB
 CIVIL ENGINEERS
 3788 MCCRAY STREET
 RIVERSIDE, CA 92506
 PH. (951) 686-1070
 FAX (951) 788-1256



533 W 2600 S, Suite 25
 Bountiful, Utah 84010
 Phone: (801) 677-0011
 www.skmeng.com

SHEET 100 OF 172
LE-07

0 1/2 1
 DRAWING IS TO SCALE
 IF BAR MEASURES:
 1" = FULL SCALE
 1/2" = HALF SCALE

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CONDUIT	SIZE	CONDUCTORS	SERVICE	FROM	TO	COMBINED	DUCT BANKS	NOTES
S1003	1"	1 WIRE FUTURE	SIGNAL	CT-CAB	EXISTING GATE CONTROLLER		205-1	
S1134	1"	1 WIRE FUTURE	SIGNAL	FUTURE CP ME-112	HH-50		101, 104, 104.5	
S1124	1"	2 TSP	SIGNAL	CP-ME-112	LE-1124		101, 104, 104.5	
S1124A	3/4"	3 MFR CABLE	SIGNAL	LE-1124	LE-1124			
S1124B	3/4"	3 MFR CABLE	SIGNAL	LE-1124	LE-1124B			
S1181	1.5"	6 TSP	SIGNAL	EXISTING LCP-1161	RO-HW		101, 104, 104.4	REMOVE EXISTING CONDUIT AND WIRE
S1164	1"	1 TSP	SIGNAL	EXISTING LCP-1161	EXISTING ME-1164			
S1301	1"	2 TSP	SIGNAL	EXISTING LCP-1111	EXISTING LCP-1111			
S1311	1"	2 TSP	SIGNAL	EXISTING LCP-1111	EXISTING LCP-1111			
S1332	1"	2 PAIR TWISH	SIGNAL	RO-HW	FT-1332		101, 2	
S1332A	1"	2 PAIR TWISH	SIGNAL	RO-HW	FE-1332		101, 2	
S1342	1"	2 PAIR TWISH	SIGNAL	RO-HW	FT-1342		101, 2	
S1342A	1"	2 PAIR TWISH	SIGNAL	RO-HW	FE-1342		101, 2	
S1412	1"	2 PAIR TWISH #18	SIGNAL	CP-ME-1413	FT-1412		101, 105	
S1412A	1"	2 PAIR TWISH #18	SIGNAL	CP-ME-1413	FE-1412		101, 105	
S1412B	1"	2 PAIR TWISH #18	SIGNAL	CP-ME-1413	FE-1412B		101, 105	
S1422	1"	2 PAIR TWISH #18	SIGNAL	CP-ME-1423	FT-1422		101, 105	
S1422A	1"	2 PAIR TWISH #18	SIGNAL	CP-ME-1423	FE-1422		101, 105	
S1422B	1"	2 PAIR TWISH #18	SIGNAL	CP-ME-1423	FE-1422B		101, 105	
S1501	1"	1 TSP	SIGNAL	RO-SH	LE-1501		303, 1, 303.2	STUB UP CONDUIT AND CAP
S1502	1"	1 TSP	SIGNAL	RO-SH	LE-1502		303, 1, 303.2	
S1502A	1"	1 TSP	SIGNAL	RO-SH	LE-1502		303, 1, 303.2	
S1541	1"	2 PAIR TWISH	SIGNAL	RO-SH	FT-1541		303, 1, 303.2	
S1541A	1"	2 PAIR TWISH	SIGNAL	RO-SH	FE-1541		303, 1, 303.2	
S1641	1"	3 TSP	SIGNAL	RO-HW	FT-1641		101, 104, 104.3	
S1741	1"	3 TSP	SIGNAL	RO-HW	FT-1741		101, 105	
S1801	1"	1 TSP	SIGNAL	RO-HW	FT-1801		101, 101.2	
S1822	1"	2 PAIR TWISH	SIGNAL	RO-HW	FT-1822		101, 101.2	
S1822A	1"	2 PAIR TWISH	SIGNAL	RO-HW	FE-1822		101, 101.2	
S1921	1"	1 TSP	SIGNAL	RO-HW	FT-1921		202, 204	CAT6 SH CABLES ARE ONLY REQUIRED FROM JB-2111 TO AIT-2111 AND WWP
S2111	1"	2 TSP 2-CAT6 SH	SIGNAL	RO-HW	AIT-2111, WAP		202, 204	
S2111A	1"	2 TSP 2-CAT6 SH	SIGNAL	AIT-2111	AE-2111		202, 205	
S2131	3/4"	2 TSP 2H4	SIGNAL	RO-HW	FT-2131		203, 205	
S2132	3/4"	2 TSP 2H4	SIGNAL	RO-HW	FT-2132		203, 205	
S2151	3/4"	1 TSP 2-CAT6 SH	SIGNAL	RO-HW	AIT-2151, WAP		203, 205	CAT6 SH CABLES ARE ONLY REQUIRED FROM JB-2131 TO AIT-2151 AND WAP
S2152	3/4"	1 TSP CAT6 SH	SIGNAL	RO-HW	AE-2152		203, 205	CAT6 SH IS ONLY REQUIRED FROM JB-2131 TO AIT-2152
S2162	1"	3 MFR CABLE	SIGNAL	AIT-2111	AE-2162		202, 204	CAT6 SH IS ONLY REQUIRED FROM JB-2111 TO AIT-2111
S2211A	1"	3 MFR CABLE	SIGNAL	AIT-2211	AE-2211		203, 205	CAT6 SH IS ONLY REQUIRED FROM JB-2111 TO AIT-2211
S2231	3/4"	2 TSP 2H4	SIGNAL	RO-HW	FT-2231		203, 205	
S2232	3/4"	2 TSP 2H4	SIGNAL	RO-HW	FT-2232		203, 205	
S2251	3/4"	1 TSP CAT6 SH	SIGNAL	RO-HW	AIT-2251		203, 205	CAT6 SH IS ONLY REQUIRED FROM JB-2131 TO AIT-2251
S2252	3/4"	1 TSP CAT6 SH	SIGNAL	RO-HW	AIT-2252		203, 205	CAT6 SH IS ONLY REQUIRED FROM JB-2131 TO AIT-2252
S2262	1"	3 MFR CABLE	SIGNAL	AIT-2211	AE-2262		202, 204	CAT6 SH IS ONLY REQUIRED FROM JB-2211 TO AIT-2211
S2311	1"	2 TSP CAT6 SH	SIGNAL	RO-HW	AIT-2311		203, 205	
S2311A	1"	2 TSP CAT6 SH	SIGNAL	AIT-2311	AE-2311		203, 205	
S2331	3/4"	2 TSP 2H4	SIGNAL	RO-HW	FT-2331		203, 205	
S2332	3/4"	2 TSP 2H4	SIGNAL	RO-HW	FT-2332		203, 205	
S2351	3/4"	1 TSP CAT6 SH	SIGNAL	RO-HW	AIT-2351		203, 205	CAT6 SH IS ONLY REQUIRED FROM JB-2331 TO AIT-2351
S2352	3/4"	1 TSP CAT6 SH	SIGNAL	RO-HW	AIT-2352		203, 205	CAT6 SH IS ONLY REQUIRED FROM JB-2331 TO AIT-2352
S2362	1"	3 MFR CABLE	SIGNAL	AIT-2311	AE-2362		202, 204	CAT6 SH IS ONLY REQUIRED FROM JB-2311 TO AIT-2311
S2411	1"	2 TSP CAT6 SH	SIGNAL	RO-HW	AIT-2411		203, 205	
S2411A	1"	2 TSP CAT6 SH	SIGNAL	AIT-2411	AE-2411		203, 205	
S2431	3/4"	2 TSP 2H4	SIGNAL	RO-HW	FT-2431		203, 205	
S2432	3/4"	2 TSP 2H4	SIGNAL	RO-HW	FT-2432		203, 205	
S2451	3/4"	1 TSP CAT6 SH	SIGNAL	RO-HW	AIT-2451		203, 205	CAT6 SH IS ONLY REQUIRED FROM JB-2431 TO AIT-2451
S2452	3/4"	1 TSP CAT6 SH	SIGNAL	RO-HW	AIT-2452		203, 205	CAT6 SH IS ONLY REQUIRED FROM JB-2431 TO AIT-2452
S2462	1"	3 MFR CABLE	SIGNAL	AIT-2411	AE-2462		202, 204	CAT6 SH IS ONLY REQUIRED FROM JB-2411 TO AIT-2411
S2641	1"	2 TSP	SIGNAL	RO-HW	PT-2641, JT-2642		200, 204, 204.1	
S2651	1"	2 TSP	SIGNAL	RO-HW	FT-2651		200, 205	
S2764	1"	2 PAIR TWISH	SIGNAL	RO-HW	FT-2764		200, 205	
S2764A	1"	2 PAIR TWISH	SIGNAL	RO-HW	FE-2764		200, 205	
S3000	1"	1 TSP TC, CAT6 SH TC	SIGNAL	RO-HW	AIT-3000		200, 205	
G1000A	1"	3 MFR CABLE TC	SIGNAL	AIT-3000	AE-3000		200, 205	
S3111	1"	5 TSP	SIGNAL	RO-HW	LT-3111, FV-3121, PIT-3122, PIT-3142		200, 205	
S3162	1"	2 PAIR TWISH, 3H4	SIGNAL	RO-HW	FT-3162, G-3161		200, 205	
S3163	1"	5 TSP 3 CAT6 SH	SIGNAL	RO-HW	AIT-3163, AIT-3163A, AIT-3163B		200, 205	
S3211	1"	5 TSP	SIGNAL	RO-HW	LT-3211, FV-3231		200, 205	
S3262	1"	2 PAIR TWISH, 3H4	SIGNAL	RO-HW	FT-3222, PIT-3242		200, 205	
S3311	1"	5 TSP	SIGNAL	RO-HW	FT-3311, FV-3321		200, 205	
S3362	1"	2 PAIR TWISH, 3H4	SIGNAL	RO-HW	PIT-3362, G-3361		200, 205	
S3441	1"	5 TSP	SIGNAL	RO-HW	FT-3441, FV-3421		200, 205	
S3462	1"	2 PAIR TWISH, 3H4	SIGNAL	RO-HW	FT-3462, G-3461		200, 205	
S3511	1"	1 WIRE FUTURE	SIGNAL	RO-HW	FT-3511		200, 205	
S3542	1"	1 WIRE FUTURE	SIGNAL	RO-HW	FT-3542		200, 205	
S3741	1"	2 TSP	SIGNAL	RO-HW	FT-3741		200, 205	
S3801	1"	1 TSP	SIGNAL	RO-HW	LCP-3811		200, 205	
G3801A	1"	3 MFR CABLE	SIGNAL	LCP-3811	AE-3801		200, 205	
S3861A	1"	3 MFR CABLE	SIGNAL	FE-3861	AE-3861		200, 205	
S3862	3/4"	2 PAIR TWISH TC	SIGNAL	RO-HW	FT-3862		200, 205	
S3874	3/4"	1 TSP TC	SIGNAL	RO-HW	FT-3874		200, 205	
S3874A	3/4"	1 TSP TC	SIGNAL	RO-HW	FE-3874		200, 205	
S3874B	3/4"	1 TSP TC	SIGNAL	RO-HW	FE-3874B		200, 205	
S3971	1"	1 TSP	SIGNAL	RO-HW	FT-3971		200, 205	
S3972	1"	1 TSP	SIGNAL	RO-HW	FT-3972		200, 205	
S3972A	1"	1 TSP	SIGNAL	RO-HW	FE-3972		200, 205	
S4001	1"	1 TSP	SIGNAL	RO-HW	FT-4001		200, 205	
S4001A	1"	1 TSP	SIGNAL	RO-HW	FE-4001		200, 205	
S4004	1"	1 TSP TC, CAT SH TC	SIGNAL	RO-HW	AIT-4004		200, 205	
S4004A	1"	1 TSP TC, CAT SH TC	SIGNAL	RO-HW	FE-4004		200, 205	
S4602A	3/4"	3 MFR CABLE	SIGNAL	AIT-4602	AE-4602		200, 205	
S4602B	3/4"	3 MFR CABLE	SIGNAL	AIT-4602	AE-4602		200, 205	
S4603	3/4"	3 MFR CABLE	SIGNAL	AIT-4603	AE-4603		200, 205	
S4604	1"	1 TSP	SIGNAL	RO-HW	FE-4604		200, 205	
S4605	1"	1 TSP	SIGNAL	RO-HW	FE-4605		200, 205	
G4602A	1"	3 MFR CABLE	SIGNAL	AIT-4602	AE-4602A		200, 205	
S5072	1"	2 PAIR TWISH TC	SIGNAL	RO-HW	FT-5072		200, 205	
S5301A	1"	3 MFR CABLE	SIGNAL	WIT-5301	WE-5301		200, 205	

NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	MPJ	DCL	MPJ
ORIGINAL				
REVISIONS				
4	10/11/19	MPJ	DCL	MPJ
5	12/02/19	MPJ	DCL	MPJ
6	10/26/20	MPJ	BB	MPJ
7	12/07/20	MPJ	DCL	MPJ

CITY OF BEAUMONT
SALT MITIGATION WWP UPGRADE
ELECTRICAL - CONDUITS AND DUCTBANKS
CONDUIT SCHEDULE 7



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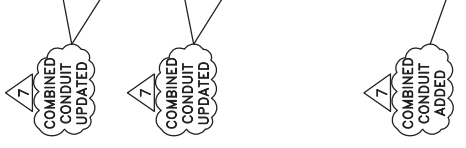
DRAWING IS TO SCALE
IF BAR MEASURES:
1" = FULL SCALE
1/2" = HALF SCALE

- NOTES:
- CONDUITS THAT ARE COMBINED BETWEEN PULL POINTS ARE DENOTED WITH A + (PLUS) SYMBOL. SEE THE COMBINED CONDUITS SCHEDULE ON SHEET CE-11. CONDUITS THAT HAVE BEEN COMBINED SHALL BE LABELED WITH MULTIPLE CONDUIT TAGS, ONE FOR EACH CONDUIT THAT HAS BEEN COMBINED.
 - THE CONDUIT DEVELOPMENT AND SCHEDULE DOES NOT SHOW CONDUIT AND CONDUCTORS FOR LIGHTS, RECEPTACLES AND DATA JACKS. IT ALSO DOESN'T SHOW CONDUIT AND CONDUCTORS FOR THE MBR BUILDING'S HVAC AND APPLIANCES FOR THE OFFICE, BREAK ROOM, CONTROL ROOM, LAB, MECHANICAL ROOM AND RESTROOMS. THE CONTRACTOR IS RESPONSIBLE TO INCLUDE THESE CONDUITS AND CONDUCTORS IN THEIR WORK AND IN THEIR SUBMITTED CONDUIT ROUTING PLAN.

NOTES:

1. CONDUITS THAT ARE COMBINED BETWEEN PULL POINTS ARE DENOTED WITH A + (PLUS) SYMBOL. SEE THE COMBINED CONDUITS SCHEDULE ON SHEET CE-11. CONDUITS THAT HAVE BEEN COMBINED SHALL BE LABELED WITH MULTIPLE CONDUIT TAGS, ONE FOR EACH CONDUIT THAT HAS BEEN COMBINED.

2. THE CONDUIT DEVELOPMENT AND SCHEDULE DOES NOT SHOW CONDUIT AND CONDUCTORS FOR LIGHTS, RECEPTACLES AND DATA JACKS. IT ALSO DOESN'T SHOW CONDUIT AND CONDUCTORS FOR THE MBR BUILDING'S HVAC AND APPLIANCES FOR THE OFFICE, BREAK ROOM, CONTROL ROOM, LAB, MECHANICAL ROOM AND RESTROOMS. THE CONTRACTOR IS RESPONSIBLE TO INCLUDE THESE CONDUITS AND CONDUCTORS IN THEIR WORK AND IN THEIR SUBMITTED CONDUIT ROUTING PLAN.



CONDUIT SIZE	CONDUITS	SERVICE	FROM	TO	DUCTBANKS	NOTES
1"	P2351, P2311, P2211	120VAC	LP-18B2	JB-1081	102, 204	
1"	P2351	120VAC	LP-18B2	JB-1081	202, 204	
1"	P2351	120VAC	LP-18B2	JB-1081	202, 204	
2"	P1101, P1102, P1111, P1113, P1151, P1152	480VAC, 120VAC	DP-18A1	101, 104, 104.4 PASSES THRU HH-101		
2"	P1311, C1310	480VAC, 120VAC	HH-18	JB-1031		
2"	P1312, C1312	480VAC, 120VAC	HH-18	JB-1031		
2"	P1313, C1313	480VAC, 120VAC	HH-18	JB-1031		
2"	P1314, C1314	480VAC, 120VAC	HH-18	JB-1031		
2"	P1315, C1315	480VAC, 120VAC	HH-18	JB-1031		
2"	P1321, P1322, P1343	480VAC	DP-18W1	HH-18	101, 2, 18	
1"	P1501, P1502, P1541	120VAC	CP-18W2	HH-18	101, 2, 18	
1"	P2111, P2112	120VAC	JB-2151	JB-2211	303.1	
1"	P2131, P2132	120VAC	JB-2151	JB-2131A		
1"	P2151, P2152, P2153, P2154	120VAC	JB-2152	JB-2151		
1.25"	P2151, P2152, P2153, P2154	120VAC	LP-18B2	JB-2152	203, 205	
1"	P2251, P2252, P2253, P2254	120VAC	JB-2251	JB-2251		
1.25"	P2251, P2252, P2253, P2254	120VAC	LP-18B2	JB-2252	203, 205	
1"	P2351, P2352, P2353, P2354	120VAC	JB-2351	JB-2351		
1.25"	P2351, P2352, P2353, P2354	120VAC	LP-18B2	JB-2352	203, 205	
1"	P2451, P2452, P2453, P2454	120VAC	JB-2451	JB-2451		
1.25"	P2451, P2452, P2453, P2454	120VAC	LP-18B2	JB-2452	203, 205	
1.5"	P6302, P6400, P7132, P7151, P7472	120VAC	LP-18W1	HH-108	102, 38, 108	
2"	P6411A, P6412A	480VAC	CP-6411 (VFD P-6411, VFD P-6412)	HH-105	CONDUIT WAS PREVIOUSLY SP1432	
1.5"	C1311D, C1312, C1313, C1314, C1315	120VAC	LP-1311	HH-18	101, 105	
1.5"	C1321, C1322, C1343	120VAC	LP-1311	HH-18		
1"	C1503, C1504	120VAC	HH-303	HH-303	303.1	
1"	C2171, C2172	120VAC	HH-302	LP-P-2271	204	
1"	C2371, C2471	120VAC	HH-202	LP-P-2371	204	
1"	C3907, C3908, P3909	120VAC	H-3907	120VAC CABLE TRAY		
1"	C3910, C3911	120VAC	H-3910	120VAC CABLE TRAY		
1"	C5422, S5002A	240VAC/SIGNAL	HH-502	JB-5002	202, 206	
2"	C7406, C7531	120VAC	CP-6411 (VFD P-6411, VFD P-6412)	HH-105	CONDUIT WAS PREVIOUSLY SP1422	
2"	C8101, C8102	120VAC	HH-105	HH-105	101, 105	
2"	C8411, C8412	120VAC	MOCH-W1	HH-106A	102, 38, 108	
2"	C9201, C9201A, C9401, C9501	120VAC	HH-301	HH-103	103, 103.1	
1.5"	C9201A, C9301A, C9401A, C9501A	120VAC	HH-301	HS-9201A, 9301A, 9401A, 9501A	103	
1"	S1332, S1342	SIGNAL	HH-303	HS-9201B, 9301B, 9401B, 9501B	303.2	
1"	S1501, S1502, S1541	SIGNAL	HH-302	HH-2A	101, 2	
1"	S1741, S1742, S1743, S1744, S1745, S1746, S1747, S1748, S1749, S1750, S1751, S1752, S1753, S1754, S1755, S1756, S1757, S1758, S1759, S1760, S1761, S1762, S1763, S1764, S1765, S1766, S1767, S1768, S1769, S1770, S1771, S1772, S1773, S1774, S1775, S1776, S1777, S1778, S1779, S1780, S1781, S1782, S1783, S1784, S1785, S1786, S1787, S1788, S1789, S1790, S1791, S1792, S1793, S1794, S1795, S1796, S1797, S1798, S1799, S1800	SIGNAL	HH-101A	HH-105A	105	
1"	S2111, S2112, S2113, S2114, S2115, S2116, S2117, S2118, S2119, S2120, S2121, S2122, S2123, S2124, S2125, S2126, S2127, S2128, S2129, S2130, S2131, S2132, S2133, S2134, S2135, S2136, S2137, S2138, S2139, S2140, S2141, S2142, S2143, S2144, S2145, S2146, S2147, S2148, S2149, S2150, S2151, S2152, S2153, S2154, S2155, S2156, S2157, S2158, S2159, S2160, S2161, S2162, S2163, S2164, S2165, S2166, S2167, S2168, S2169, S2170, S2171, S2172, S2173, S2174, S2175, S2176, S2177, S2178, S2179, S2180, S2181, S2182, S2183, S2184, S2185, S2186, S2187, S2188, S2189, S2190, S2191, S2192, S2193, S2194, S2195, S2196, S2197, S2198, S2199, S2200	SIGNAL	HH-101	HH-101	101	
1"	S2151, S2152, S2153, S2154, S2155, S2156, S2157, S2158, S2159, S2160, S2161, S2162, S2163, S2164, S2165, S2166, S2167, S2168, S2169, S2170, S2171, S2172, S2173, S2174, S2175, S2176, S2177, S2178, S2179, S2180, S2181, S2182, S2183, S2184, S2185, S2186, S2187, S2188, S2189, S2190, S2191, S2192, S2193, S2194, S2195, S2196, S2197, S2198, S2199, S2200	SIGNAL	JB-2151	JB-2111A	202, 204	
1.25"	S2231, S2232, S2251, S2252, S2253, S2254, S2255, S2256, S2257, S2258, S2259, S2260, S2261, S2262, S2263, S2264, S2265, S2266, S2267, S2268, S2269, S2270, S2271, S2272, S2273, S2274, S2275, S2276, S2277, S2278, S2279, S2280, S2281, S2282, S2283, S2284, S2285, S2286, S2287, S2288, S2289, S2290, S2291, S2292, S2293, S2294, S2295, S2296, S2297, S2298, S2299, S2300	SIGNAL	JB-2251	JB-2151	203, 205	
1"	S2351, S2352, S2353, S2354, S2355, S2356, S2357, S2358, S2359, S2360, S2361, S2362, S2363, S2364, S2365, S2366, S2367, S2368, S2369, S2370, S2371, S2372, S2373, S2374, S2375, S2376, S2377, S2378, S2379, S2380, S2381, S2382, S2383, S2384, S2385, S2386, S2387, S2388, S2389, S2390, S2391, S2392, S2393, S2394, S2395, S2396, S2397, S2398, S2399, S2400	SIGNAL	HH-2351	JB-2311A	203, 205	
1"	S2351, S2352, S2353, S2354, S2355, S2356, S2357, S2358, S2359, S2360, S2361, S2362, S2363, S2364, S2365, S2366, S2367, S2368, S2369, S2370, S2371, S2372, S2373, S2374, S2375, S2376, S2377, S2378, S2379, S2380, S2381, S2382, S2383, S2384, S2385, S2386, S2387, S2388, S2389, S2390, S2391, S2392, S2393, S2394, S2395, S2396, S2397, S2398, S2399, S2400	SIGNAL	JB-2351	JB-2311A	203, 205	
1.25"	S2431, S2432, S2451, S2452, S2453, S2454, S2455, S2456, S2457, S2458, S2459, S2460, S2461, S2462, S2463, S2464, S2465, S2466, S2467, S2468, S2469, S2470, S2471, S2472, S2473, S2474, S2475, S2476, S2477, S2478, S2479, S2480, S2481, S2482, S2483, S2484, S2485, S2486, S2487, S2488, S2489, S2490, S2491, S2492, S2493, S2494, S2495, S2496, S2497, S2498, S2499, S2500	SIGNAL	JB-2451	JB-2451	203, 205	
1.25"	S2451, S2452, S2453, S2454, S2455, S2456, S2457, S2458, S2459, S2460, S2461, S2462, S2463, S2464, S2465, S2466, S2467, S2468, S2469, S2470, S2471, S2472, S2473, S2474, S2475, S2476, S2477, S2478, S2479, S2480, S2481, S2482, S2483, S2484, S2485, S2486, S2487, S2488, S2489, S2490, S2491, S2492, S2493, S2494, S2495, S2496, S2497, S2498, S2499, S2500	SIGNAL	JB-2451	JB-2451	203, 205	
3/4"	S5002, S5003, S5004, S5005, S5006, S5007, S5008, S5009, S5010, S5011, S5012, S5013, S5014, S5015, S5016, S5017, S5018, S5019, S5020, S5021, S5022, S5023, S5024, S5025, S5026, S5027, S5028, S5029, S5030, S5031, S5032, S5033, S5034, S5035, S5036, S5037, S5038, S5039, S5040, S5041, S5042, S5043, S5044, S5045, S5046, S5047, S5048, S5049, S5050	SIGNAL	FLC-RO	JB-5002	202, 206	
2"	S6302, S6412, S6420, S7101, S7122	SIGNAL	HH-108A	HH-108A	102, 38, 108	
2"	S7131, S7411, S8202, C8300, S8302	SIGNAL	HH-103A	HH-103A	103	
2"	S7401, S7410, S7501, S7511	SIGNAL	HH-108A	HH-108A	102, 38, 108	
1"	S8202, C8303	SIGNAL	HH-103A	HH-103A	103, 103.1	
1"	S8302, C8303	SIGNAL	HH-103A	HH-103A	103, 103.1	
1"	F0303, F2111, F2311, F2351	CONWIS	CTC-HW	HH-103A	103	
2"	F8401, F8402, F8403	CONWIS	CTC-HW	HH-103A	103	

NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	MPJ	DCL	MPJ

ORIGINAL

CITY OF BEAUMONT
SALT MITIGATION WFTP UPGRADE
ELECTRICAL - CONDUITS AND DUCTBANKS
CONDUIT SCHEDULE 11



ALBERT A. WEBB
CIVIL ENGINEERS
3788 McCRAV STREET
RIVERSIDE CA. 92506
PH. (951) 686-1070
FAX (951) 788-1256
ENGINEERING CONSULTANTS ASSOCIATES

SHEET 153 OF 172
CE-11

skm
Bountiful, Utah 84010
Phone: (801) 677-0011
www.skmeng.com

0 1/2 1
DRAWING IS TO SCALE
IF BAR MEASURES:
1" = FULL SCALE
1/2" = HALF SCALE

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Wastewater Treatment Plant Salt Mitigation Upgrade Project

Technical Justification:

PCO-45	
Design Adjustment: WML COP-050 CLAR-35	Fine Screens – Addition of a High-Level Alarm Float Switch

Reason for Design Changes:

To provide operations with advanced notice of potential overflow of the Fine Screen. A high-level float switch is to be added to the Fine Screen Splitter Box to provide an alarm in case of high liquid level upstream of fine screens.

Design and Scope Changes:

- Please provide and install a high-level float switch as indicated on revised drawing FSM-1, PI-05 and LE-05. The high-level float switch shall be installed so that an alarm is triggered once the liquid elevation reaches a level of 3'-4" above the finished floor of the influent box (Note that this level may need to be adjusted following flow testing of screens).
- Route the float switch cable to a small NEMA 4X Junction Box adjacent to the float switch location (a minimum 18" above top of wall) and provide an intrinsically safe barrier (120VAC powered) inside the junction box. Three #12 with #12 Ground wires will need to be routed to the junction box from RIO-HW. To accomplish this, utilize conduit C1711 from RIO-HW to HH-105 and then from HH-105 route the wires through one of the underground conduits that is being used for lighting. See drawings CE-05 and CE-18
- Cost proposal shall include all necessary costs for labor and miscellaneous materials to perform this change. Contractor shall not perform any work until change has been approved by the City.

Cost Impact:

MWH and Network design engineer, SKM, has reviewed the attached WML cost proposal and find it acceptable. Accordingly, MWHC recommends a contract cost increase of \$11,639.14 to be executed in a change order for the modifications requested.

CITY OF BEAUMONT WWTP SALT MITIGATION UPGRADE PROJECT

**CHANGE ORDER PROPOSAL (COP) # 047
(By Contractor)**

To (Engineer/CM): MWH Constructors Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@stantec.com	From (Contractor): W.M. Lyles Co. Attention: Oscar Mendoza Phone: 619-565-6064 Email: omendoza@wmlylesco.com
PCO/DCM No.: 29	
Subject: High Level Float Switch at Fine Screens	
Reference Documents: Attached	
DESCRIPTION	
This COP is for the installation of a High Level Float Switch at the Fine Screens Splitter Box as outlined under DCM 29 (Attached).	
COST ESTIMATE	
Total Cost : \$ 11,639.14 – see attached breakdown	
SCHEDULE IMPACT	
Received by MWH Constructors (Date):	

RESPONSE

Response By:

Date:

Final Distribution: Oscar Mendoza, W.M. Lyles Co.
Brian Knoll, Webb Associates
MWH Inspector

W. M. Lyles Co.
 42142 Roick Drive
 Temecula, CA 92590

Reference #: CLAR. 35

Attention: Charles W. Reynolds

City of Beaumont WWTP Salt Mitigation Upgrade Project

DESCRIPTION: High Level Float Switch at Fine Screen

Item:		Unit	Total MH	Total MH Cost	Eq. Cost	Material	Subcont.	Total Cost
1	High Level Float Switch at Fine Screen	1 LS	0	\$ -	\$ -	\$ -	\$ 10,975.14	\$ 10,975.14
2		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
3		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
Total Costs			0	\$ -	\$ -	\$ -	\$ 10,975.14	\$ 10,975.14

Subtotal		\$	10,975.14
Mark-up - Labor	15%	\$	-
Mark-up - Equipment	15%	\$	-
Mark-up - Materials	15%	\$	-
Mark-up - Subcontractor	5%	\$	548.76
Bond	1.0%	\$	115.24
Total This Change Order		\$	11,639.14

Comments:



Southern Contracting Company
 P.O. Box 445 San Marcos, CA 92079-0445
 Tel 760-744-0760 Fax 760-744-6475
 website: www.southerncontracting.com
 email: info@southerncontracting.com

Change Order Request

103801 — Wastewater Treatment Plant Salt Mitigation Upgrade

COR Subject: High Level Float Switch at Fine Screen

To Juan C. Ahumada
 W.M. Lyles
 42142 Roick Drive
 Temecula, CA 92590
 951-973-7393

Contract No: 55.1173
COR Number: 103801-COR#024
COR Revision Number: 0

COR Date: 11/9/2020
 Work Type: Price / Do Not Proceed

Return To Dan Alcantar
 Southern Contracting Company
 760-744-0760x621
 619-778-0681
 DAlcantar@southerncontracting.com

Other Reference No: CLAR-035
 Days Valid: 5

Scope Of Work / Time Extension Request

The work associated with CLAR-035 High Level Float Switch at Fine Screen Splitter Box is a change to Southern Contracting Company's scope of work in which a change in Contract Price and Time is to be considered. Accordingly, Southern Contracting Company requests a Contract Change Order in the amount of \$10,975.14

Scope of Work is as follows:

- Per the request made by W.M. Lyles we will provide A high-level float switch will be added to the Fine Screen Splitter Box to provide an alarm in case of high liquid level upstream of fine screens. An approximate location is indicated on FSM-1, PI-05 and LE-05. The high-level float switch shall be installed so that an alarm is triggered once the liquid elevation reaches a level of 3'-4" above the finished floor of the influent box (Note that this level may need to be adjusted following flow testing of screens). Route the float switch cable to a small NEMA 4X Junction Box adjacent to the float switch location (a minimum 18" above top of wall) and provide an intrinsically safe barrier (120VAC powered) inside the junction box. Three #12 with #12 Ground wires will need to be routed to the junction box from RIO-HW. To accomplish this, utilize conduit C1711 from RIO-HW to HH-105 and then from HH-105 route the wires through one of the underground conduits that is being used for lighting. See drawings CE-05 and CE-18.

Exclusions: Set up of network, programming, Overtime.

Change in time: 5 days

Southern Contracting reserves all rights to additional costs and time for changes not identified in the documents furnished, and is not responsible for additional costs or time for work which is not part of our contract scope of work,

unless stipulated above. Should additional information or clarification be required, please contact me at your convenience.

Summary

Total: \$10,975.14

Reservation of Rights

This COR does not include any amount for impacts such as interference, disruptions, rescheduling, changes in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any of these items.

Signed By: _____

Dated: 11/9/2020

Bid Summary Report

Item 12.

103801 Beaumont Chang Orders Estimator: Dan Alcantar

Job #2336

Job Name: 103801 Beaumont Chang Orders

Contractor:

Estimator: Dan Alcantar

Notes:

Bid Date:

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
COR#024 CLAR-035 High Level Float Fine Screen	\$1,144.12	100.00%	\$1,144.12	31.11	100.00%	31.11

Top Sheet

Raw Cost	\$9,360.44	Sales per Month	\$0.00
Tax	\$88.67	Return per Month	\$0.00
Raw Cost with Tax	\$9,449.11	Price per Square Foot	\$0.00
Overhead	\$1,417.37	Hours per Square Foot	0.00
Profit	\$0.00	Square Feet	0.00
Total Return Amount	\$1,417.37	Job Months	0.00
Total Return %	12.91%	Hours per Week	0.00
Price	\$10,866.47	Workers per Day	0.00
Bond	\$108.66	Total Hours	31.11
Sell Price	\$10,975.14	Markup Sales Tax (Overhead)	Yes
Adjusted Sell ()	\$0.00	Markup Sales Tax (Profit)	Yes
Adjusted Sell Return 0.00 %	\$0.00	Use Bond Table	Yes

Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden		Labor Cost
				Rate	Percent	
General Foreman	20.00%	6.22	\$99.49	\$0.00	0.00%	\$619.08
Journeyman	80.00%	24.89	\$85.51	\$0.00	0.00%	\$2,128.34
Totals	100.00%	31.11	\$88.31	\$0.00	0.00%	\$2,747.42

Mark Ups

	OVERHEAD			PROFIT		
	Total	%	Amount	%	Amount	
Materials	\$1,144.12	+ 15.00%	\$1,315.74	+ 0.00%	\$1,315.74	
Labor	\$2,747.42	+ 15.00%	\$3,159.53	+ 0.00%	\$3,159.53	
Supplier Quotes	\$4,670.00	+ 15.00%	\$5,370.50	+ 0.00%	\$5,370.50	

Bid Summary Report

Item 12.

103801 Beaumont Chang Orders Estimator: Dan Alcantar

Job #2336

SubContractors	\$0.00	+	5.00%	\$0.00	+	0.00%	\$0.00
Direct Job Expense	\$798.90	+	15.00%	\$918.74	+	0.00%	\$918.74
Equipment Rental	\$0.00	+	15.00%	\$0.00	+	0.00%	\$0.00
Totals	\$9,360.44		15.00%	\$10,764.50		0.00%	\$10,764.50

Tax Report

	Taxed Amount	Tax Rate %	Tax Amount
Materials	\$1,144.12	7.75%	\$88.67
Labor	\$2,747.42	0.00%	\$0.00
Supplier Quotes	\$0.00	0.00%	\$0.00
SubContractors	\$0.00	0.00%	\$0.00
Direct Job Expense	\$0.00	0.00%	\$0.00
Equipment Rental	\$0.00	0.00%	\$0.00
Total Tax:			\$88.67

Supplier Quotes

Name	Supplier	Tax (0.0 %)	Unit Cost	Multiplier	Amount
Intrumentation and controls		No	\$4,670.00	1.00	\$4,670.00
Total:					\$4,670.00

Direct Job Expense

Name	Supplier	Tax (0.0 %)	Unit Cost	Multiplier	Amount
FM Truck		No	\$26.63	30.00	\$798.90
Total:					\$798.90

Job Name: 103801 Beaumont Chang Orders

Job Number: 2336

Extension Name: COR#024 CLAR-035 High Level Float Fine Screen

Item 12.

Material Filter: <None>

Report: COR - 2

[Items and ByProducts]

Item #	Item Name	Quantity	Unit Price	U	Ext Price	Unit Labor	U	Ext Labor
Label Set: Combined, Combined, Combined, Combined, Combined					<u>\$1,144.12</u>			<u>31.11</u>
Cost Code: 010 - Conduit/Raceway					<u>\$797.37</u>			<u>6.88</u>
2,701	3/4 GRC/PVC COATED	20.00	\$474.52	C	\$94.90	10.05	C	2.01
2,715	3/4 GRC/PVC COUP	4.00	\$493.74	C	\$19.75	11.30	C	0.45
2,730	3/4 GRC/PVC ELBOW	2.00	\$1,758.82	C	\$35.18	69.08	C	1.38
2,807	3/4 GRC/PVC HUB	2.00	\$41.16	E	\$82.32	50.24	C	1.00
2,987	3/4 GRC/PVC CHNL STP	4.00	\$680.49	C	\$27.22	3.77	C	0.15
15,779	12x10x6 N4X SS PULLBOX	1.00	\$538.00	E	\$538.00	1.88	E	1.88
Cost Code: 020 - Wire/Cable					<u>\$346.75</u>			<u>19.83</u>
44	12 THHN CU STRANDED	2,000.00	\$130.18	M	\$260.35	7.54	M	15.07
4,150	12 GA TERMINATION	24.00	\$110.00	C	\$26.40	0.19	E	4.52
60,050	Wire Tags Tube Style	24.00	\$250.00	C	\$60.00	1.00	C	0.24
Cost Code: 140-Instrumentation					<u>\$0.00</u>			<u>4.40</u>
15,890	LSL/LSH -LEVEL SW, FBO	2.00	\$0.00	X	\$0.00	2.20	E	4.40
[Items and ByProducts] Total:					<u>\$1,144.12</u>			<u>31.11</u>

Scope Letter: 2 pages

Technical
Systems
Incorporated

2303 196th Street SW
Lynnwood, WA 98036
Tel: (425) 775-5696
Fax: (425) 775-9074
info@tsicontrols.com

November 9, 2020

Quote Number: CO#11

To: Southern Contracting
Attn: Dan Alcantar

Project: Beaumont WWTP Salt Mitigation
Beaumont Wastewater Treatment Plant

Reference: **CLAR-35 Fine Screens Level Switch**

Bid Date: N/A

Bid Time: N/A

Technical Systems, Inc. (TSI) is pleased to provide a quote for the above referenced project. Material for this project will be shipped FOB Lynnwood WA, complete, ready for field termination by others. TSI's price includes CA sales tax and does not include the cost to bond TSI's portion of the project.

TSI's price for the scope of work detailed on the following pages:

Change Order Proposal Pricing:**\$4,670.00****Change Scope as Follows:**

- Add New Float Switch LSH-14XX
 - o Conery B8, 10A@120vac, Gold Contacts for I.S. Application, Cord Weight, 100' Cable (trimmable)
- Add New Junction Box with I.S. Relay
 - o CAD Drawings/Submittal and Wiring Diagrams
 - o 304SS NEMA 4X, 12"x10"x6", Wall Mount, Screw Clamp Closure, Backpan
 - Hoffman A12106CHNFSS
 - o Turck I.S. Relay, Universal Voltage, UL Listed, Relay Output
 - o Terminals and Nameplate
- Update RIO-HW drawings with new IO

Terms: Net 30
FOB: Lynnwood WA
Freight: Prepaid

This quote is valid for 90 days.

Please call with any questions you may have concerning pricing or any technical questions.

Sincerely,

Colin Dightman-Kovak

Colin Dightman-Kovak
Technical Systems, Inc.
1-425-678-4116

Scope of Work

Misc Equipment:

Including:

1. Hardware Procurement
2. Required Testing
3. O&M, drawings updates

GENERAL

1. TSI supplies a bill of materials, CAD-based drawings, and Operations and Maintenance Manuals for all equipment furnished by TSI.
2. TSI supplies the required field startup services for this project.
3. Panels fabricated by TSI are UL 508 labeled.

STANDARD INCLUSIONS

We provide the following unless specifically excluded on our bill of material:

- 1) Equipment shipped FOB factory with freight allowed, tailgate, destination.
- 2) Field wiring diagrams showing interconnection of field instruments and instrumentation panels.
- 3) Instruction manuals as required.
- 4) All necessary field start-up and calibration of the equipment we supply.

STANDARD EXCLUSIONS

We do NOT include the following unless specifically included in our bill of material:

- 1) Pipe, tubing, valves or fittings between the instrument and the process.
- 2) Conduit, wire or cable not an integral part of the instrument.
- 3) Mounting brackets, stanchions, supports or mounting pads not an integral part of the instrument.
- 4) Labor to install the equipment.
- 5) The Cost, (if due to local union regulations), to have local craftsman make adjustments or wiring modifications to our equipment during start-up and calibration.
- 6) Any material or services not in our quoted sections.
- 7) This proposal is based on award of a supply purchase order and does not include any of the costs associated with bonding or subcontract administration. If bonding or a subcontract is required they can be provided for additional cost.

SPECIFIC EXCLUSIONS

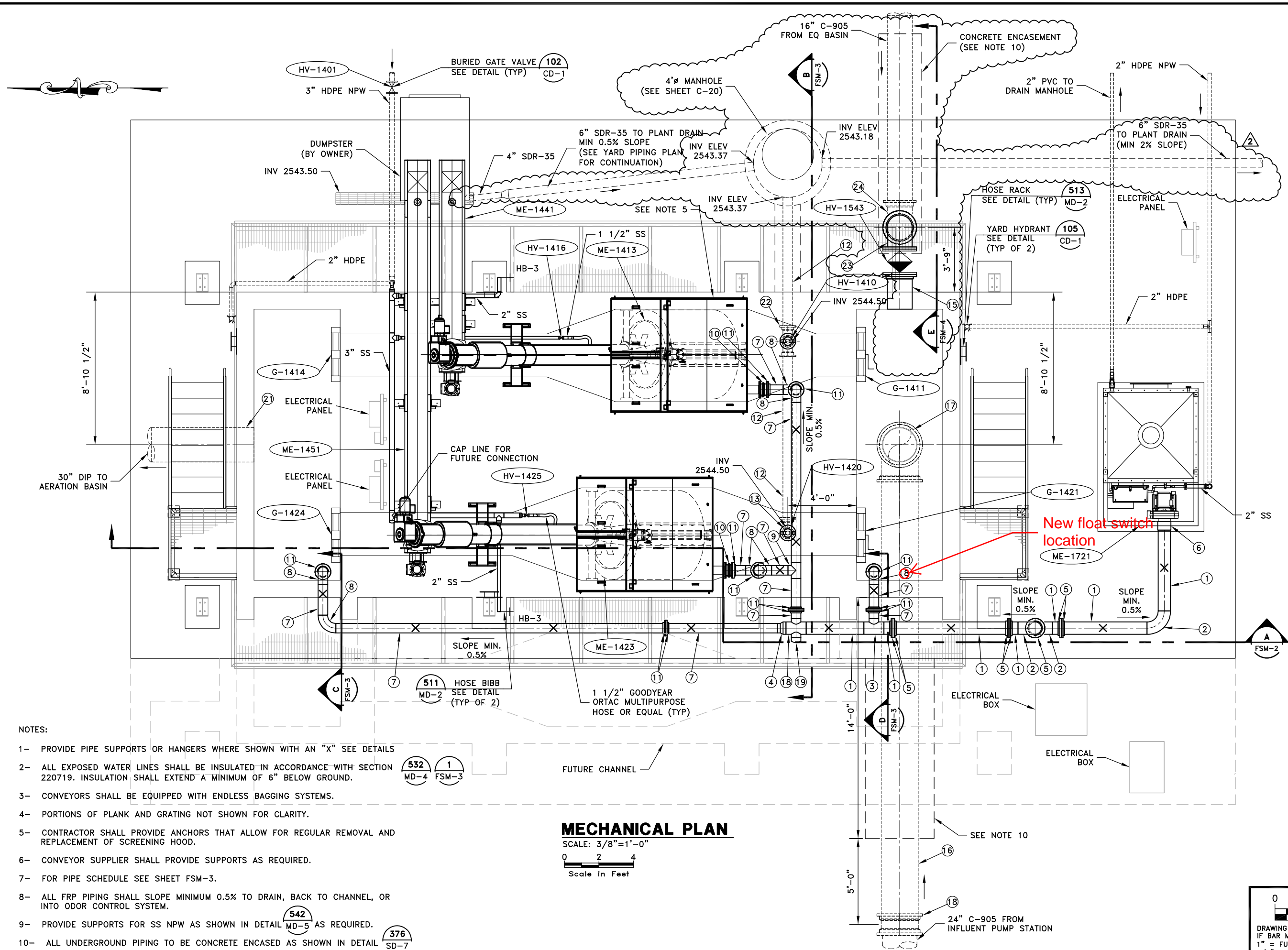
- 1) Installation of Panels, programming/SCADA modifications.

**CITY OF BEAUMONT WASTE WATER TREATMENT PLANT
SALT MITIGATION UPGRADE PROJECT**

CLARIFICATION 35

To (Construction Manager): Stantec Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@stantec.com	
From (Engineer): SKM Engineering Attention: Lindsey Stevens Phone: 801-677-0011 Email: lindsey.stevens@skmeng.com	
Subject: High Level Float Switch at Fine Screen Splitter Box	Location: Fine Screens Building
Reference Documents: Drawing Nos. FSM-1, PI-05, I-14, LE-05, CE-05 and CE-18	
CLARIFICATION	
<p>Note the following:</p> <p>A high-level float switch will be added to the Fine Screen Splitter Box to provide an alarm in case of high liquid level upstream of fine screens. An approximate location is indicated on FSM-1, PI-05 and LE-05. The high-level float switch shall be installed so that an alarm is triggered once the liquid elevation reaches a level of 3'-4" above the finished floor of the influent box (Note that this level may need to be adjusted following flow testing of screens). Route the float switch cable to a small NEMA 4X Junction Box adjacent to the float switch location (a minimum 18" above top of wall) and provide an intrinsically safe barrier (120VAC powered) inside the junction box. Three #12 with #12 Ground wires will need to be routed to the junction box from RIO-HW. To accomplish this, utilize conduit C1711 from RIO-HW to HH-105 and then from HH-105 route the wires through one of the underground conduits that is being used for lighting. See drawings CE-05 and CE-18.</p>	
Prepared By (Name): Lindsey Stevens, SKM	Date: Oct. 12, 2020
Distributed By:	Date:

BDP 10/16/2019 X:\Beaumont\Salt Mitigation WWP Upgrade WEBB170227\Drafting\FINE SCREENS\FSM-1.dwg



NOTES:

- 1- PROVIDE PIPE SUPPORTS OR HANGERS WHERE SHOWN WITH AN "X" SEE DETAILS
- 2- ALL EXPOSED WATER LINES SHALL BE INSULATED IN ACCORDANCE WITH SECTION 220719. INSULATION SHALL EXTEND A MINIMUM OF 6" BELOW GROUND.
- 3- CONVEYORS SHALL BE EQUIPPED WITH ENDLESS BAGGING SYSTEMS.
- 4- PORTIONS OF PLANK AND GRATING NOT SHOWN FOR CLARITY.
- 5- CONTRACTOR SHALL PROVIDE ANCHORS THAT ALLOW FOR REGULAR REMOVAL AND REPLACEMENT OF SCREENING HOOD.
- 6- CONVEYOR SUPPLIER SHALL PROVIDE SUPPORTS AS REQUIRED.
- 7- FOR PIPE SCHEDULE SEE SHEET FSM-3.
- 8- ALL FRP PIPING SHALL SLOPE MINIMUM 0.5% TO DRAIN, BACK TO CHANNEL, OR INTO ODOR CONTROL SYSTEM.
- 9- PROVIDE SUPPORTS FOR SS NPW AS SHOWN IN DETAIL **542** MD-5 AS REQUIRED.
- 10- ALL UNDERGROUND PIPING TO BE CONCRETE ENCASED AS SHOWN IN DETAIL **376** SD-7

MECHANICAL PLAN

SCALE: 3/8"=1'-0"
 0 2 4
 Scale in Feet

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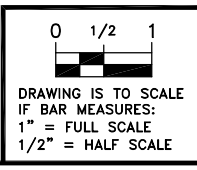
NO.	DATE	DESIGN	DRAWN	CHECKED	Item 12.					
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					2	10/11/19	DPS	BDP		

CITY OF BEAUMONT
 SALT MITIGATION WWP UPGRADE
 FINE SCREENS
 MECHANICAL PLAN



ALBERT A. WEBB CIVIL ENGINEERS
 3788 McCRAV STREET
 RIVERSIDE CA 92506
 PH. (951) 686-1070
 FAX (951) 788-1256
 ASSOCIATES ENGINEERING CONSULTANTS

SHEET
FSM 1
 536



RIO-HW

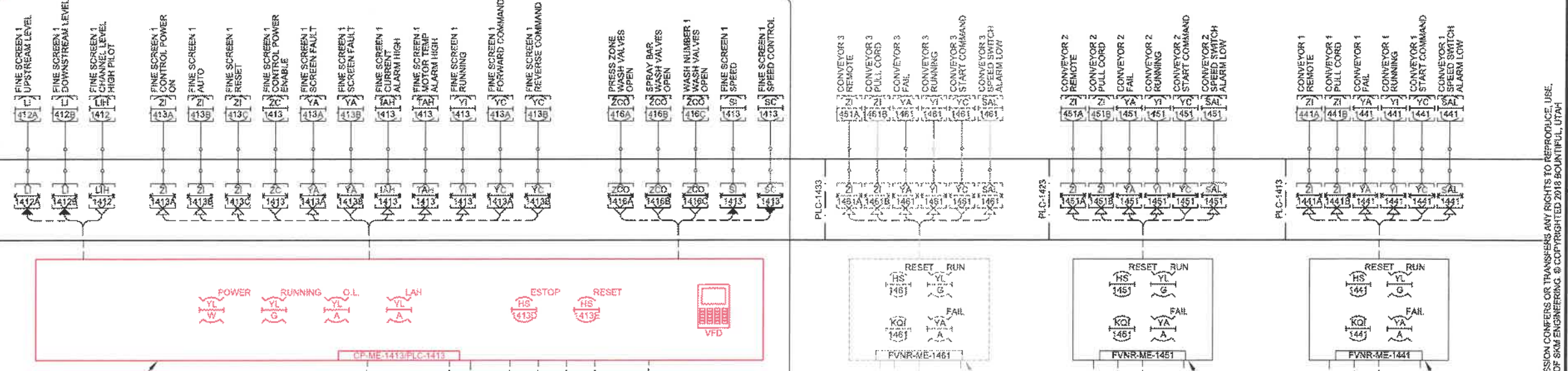
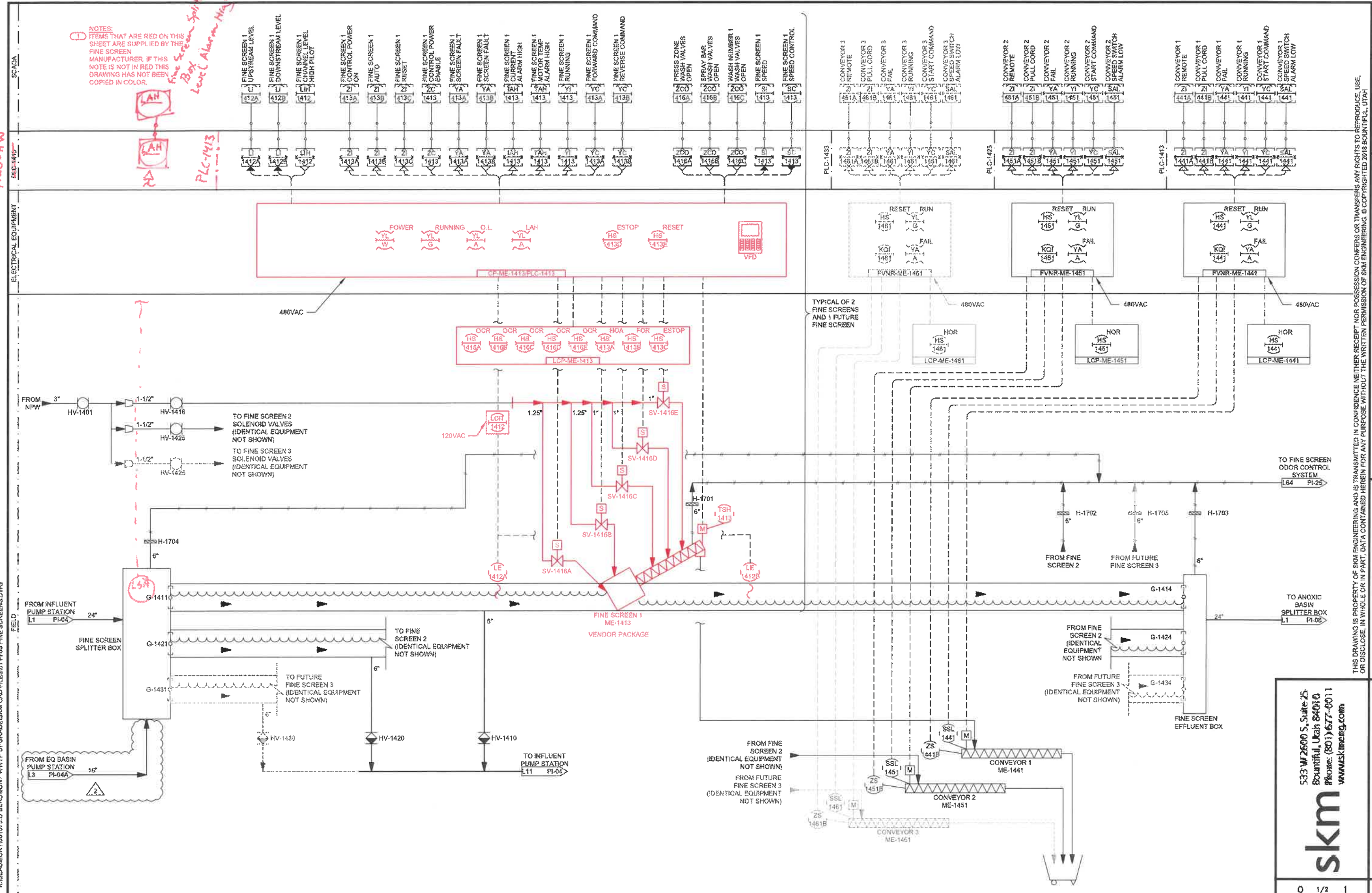
K:\BEAUMONT\031073.D\BEAUMONT\WVTP-UPGRADE\SKM CAD FILES\01 PIDS FINE SCREENS.DWG

8/19/2019

NOTES:
 ① ITEMS THAT ARE RED ON THIS SHEET ARE SUPPLIED BY THE FINE SCREEN MANUFACTURER. IF THIS NOTE IS NOT IN RED THIS DRAWING HAS NOT BEEN COPIED IN COLOR.

LAH
 LAH
 Fine Screen Splitter Box Alarm High
 Level Alarm High

PLC-1413



- FINE SCREENS 1, 2, & (3 FUTURE)
 ME-1413, ME-1423, (ME-1433)
- CONVEYORS 1, 2, & (3 FUTURE)
 ME-1441, ME-1451, (ME-1461)
- LOOPS: 1412, 1413, 1416, 1422, 1423, 1426, (1432, 1433, 1436), 1441, 1451, (1461)

skm
 533 W 2600 S, Suite 25
 Bountiful, Utah 84003
 Phone: (801) 677-0011
 WWW.SKMENGINEERING.COM

0 1/2 1
 DRAWING IS TO SCALE
 IF BAR MEASURES:
 1" = FULL SCALE
 1/2" = HALF SCALE

NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	MPJ	DC	
REVISIONS				
1	11/26/18	MPJ	BF	
2	10/17/19	MPJ	DC	

CITY OF BEAUMONT
 SALT MITIGATION WWTP UPGRADE
 INSTRUMENTATION - P&IDs
 FINE SCREENS

AQUA
 ENGINEERING
 533 W. 2600 S., SUITE 25, BOUNTIFUL, UT 84010
 PHONE (801) 299-1927 FAX (801) 299-0155

ALBERT A. WEBB
 ASSOCIATES
 ENGINEERING CONSULTANTS
 CIVIL ENGINEERS
 3789 MACRAY STREET
 RIVERSIDE, CA 92506
 PH. (951) 686-1070
 FAX (951) 788-1256

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Table with columns: TYPE, LOOP POWERED, SLOT:POINT, TAGNAME, DESCRIPTION, P&ID SHEET, STATUS. Contains I/O list for RIO-HW with various tags like AI-2161, AI-1801, AI-1822, etc.

I/O LIST RIO-HW

Table with columns: TYPE, LOOP POWERED, SLOT:POINT, TAGNAME, DESCRIPTION, P&ID SHEET, STATUS. Contains I/O list for RIO-HW with various tags like DI-905, DI-906, DI-907, etc.

I/O LIST RIO-HW CONTINUED

Table with columns: TYPE, LOOP POWERED, SLOT:POINT, TAGNAME, DESCRIPTION, P&ID SHEET, STATUS. Contains I/O list for RIO-HW with various tags like DO-1503, DO-1504, DO-1505, etc.

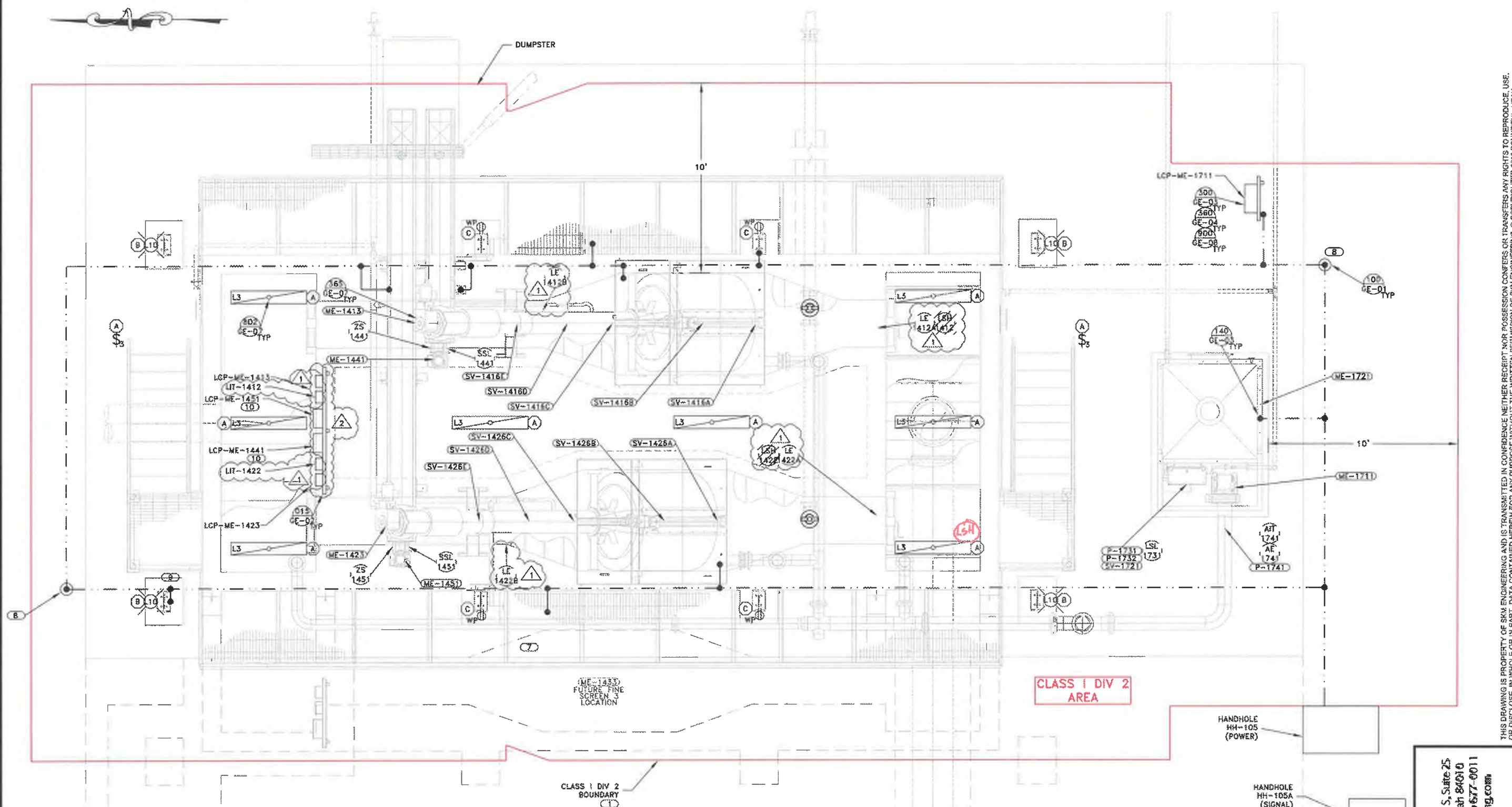
I/O LIST RIO-HW CONTINUED

Project information including: CITY OF BEAUMONT, SALT MITIGATION WWTP UPGRADE INSTRUMENTATION - PLC DRAWINGS INPUT OUTPUT LIST 1, and contact information for AQUA ENGINEERING.

skm logo and project details: 533 W 2600 S, Suite 25, Bountiful, Utah 84010. Phone: (801) 677-0011. Website: www.skmeng.com. SHEET 50 OF 172.

DRAWING IS TO SCALE IF BAR MEASURES: 1" = FULL SCALE, 1/2" = HALF SCALE. 538

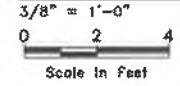
2/28/2019 K:\BEAUMONT\001073.D BEAUMONT WWTP UPGRADE\SKM CAD FILES\13 LE-05 FINE SCREENS ELECTRICAL PLAN.DWG



NOTES:

- 1 THE FINE SCREEN CHANNELS AND INTERIOR OF THE SCREENS AS WELL AS THE FINE SCREEN ODOR CONTROL UNIT ARE CLASS I, DIV2. FOR ELECTRICAL COMPONENTS IN THIS CLASSIFIED AREA, ALL COMPONENTS SHALL BE RATED CLASS I, DIV 2 AND SEAL OFFS SHALL BE UTILIZED PER THE REQUIREMENTS OF NEC. FOR THE UNCLASSIFIED SPACE SURROUNDING THIS AREA, ALL COMPONENTS SHALL BE CORROSION RESISTANT AND PANELS SHALL BE 316SS NEMA 4X. ALL EXPOSED CONDUITS AND FITTINGS SHALL BE PVC COATED GR5. ALL CHANNEL, ANCHORS, FASTENERS AND ASSOCIATED HARDWARE SHALL BE 316SS. CONDUIT SHALL ONLY RUN EXPOSED WHERE NECESSARY.
- 2 CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING CONDUIT DETAILS AND A CONDUIT ROUTING PLAN IN AUTOCAD FORMAT TO THE ELECTRICAL ENGINEER FOR APPROVAL.
- 3 LIMIT EXPOSED CONDUITS, 90° BENDS, AND WALL PENETRATIONS, MAINTAIN SEPARATION BETWEEN SIGNAL AND POWER-CARRYING CONDUITS.
- 4 MOUNT ALL LCP'S AND PANELS AT LEAST 3' ABOVE THE HIGHEST LIQUID LEVEL.
- 5 ALL ELECTRONIC DISPLAYS SUBJECT TO OUTDOOR EXPOSURE SHALL BE PROTECTED AS PER DETAIL 901.
- 6 CONTRACTOR TO KEEP APPROPRIATE SEPARATION BETWEEN 480VAC, 120VAC AND 24VDC IN ALL JUNCTION AND PULL BOXES.
- 7 CONTRACTOR SHALL PROVIDE 2 CONCRETE ENCASED ELECTRODES IN FOOTINGS PER SPECIFICATIONS 60' PER CONDUCTOR.
- 8 CONTRACTOR SHALL INSTALL (2) 10"x3/4" COPPER GROUND RODS 10' MINIMUM SPACING AND 10' MINIMUM FROM BUILDING.
- 9 BOND ALL BUILDING STEEL TO GROUND PER NEC.
- 10 LCP SHALL BE NEMA 4X DISCONNECT SWITCH WITH HOR SWITCH. LCP SHALL BE A MINIMUM OF 12"x6"x8".

FINE SCREENS ELECTRICAL PLAN



ELECTRICAL LEGEND

- L3 DAY-BRITE 48W 1'X4' WET LOCATION LED FIXTURE MODEL DWAE43LB40-4-UNV OR APPROVED EQUAL
- (L10) MAXLITE LED FULL CUTOFF 40W WALL LIGHT (WALL PACK) WITH PHOTO CELL CONTROL. MODEL MLLWP40LED50DS0PC12 OR APPROVED EQUAL.
- (D) DUPLEX OUTLET
- (G) GFCI PROTECTED OUTLET
- (WP) WEATHER-PROOF OUTLET GFCI PROTECTED.
- (A) DEVICES WITH SAME LETTER CODE (I.E. A,B,C) REPRESENT DEVICES ON SAME CIRCUIT.

skm

533 W 2600 S, Suite 25
Bountiful, Utah 84010
Phone: (801) 677-0011
WWW.SKMEERING.COM

ALBERT A. WEBB
CIVIL ENGINEERS
1788 JACKSON STREET
BOULDER, CO 80501
PH: (951) 686-1070
FAX: (951) 788-1256
ASSOCIATES
ENGINEERING CONSULTANTS

DRAWING IS TO SCALE
1" = FULL SCALE
1/2" = HALF SCALE

SHEET 98 OF 172

LE-05
539

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NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	MPJ	DC	
REVISIONS				
1	11/26/18	MPJ	BE	
2	02/25/19	MPJ	DC	

CITY OF BEAUMONT
SALT MITIGATION WWTP UPGRADE
ELECTRICAL - LAYOUT
FINE SCREENS ELECTRICAL PLAN

AQUA
ENGINEERING
533 W. 2600 S., SUITE 275, BOUNTIFUL, UT 84010
PHONE (801) 299-1327 FAX (801) 299-0153

Item 12.

CONDUIT	SIZE	CONDUCTORS	SERVICE	CONTROL CONDUIT		COMBINED	DUCTBANKS	NOTES
				FROM	TO			
C1312	N/A	4#14	120VAC	LCP-1311	JB-P-1312	P1312+, C1311D+		
C1313	N/A	4#14	120VAC	LCP-1311	JB-P-1313	P1313+, C1311D+		
C1314	N/A	4#14	120VAC	LCP-1311	JB-P-1314	P1314+, C1311D+		
C1315	N/A	4#14	120VAC	LCP-1311	JB-P-1315	P1315+, C1311D+		
C1321	1"	10#14	120VAC	LCP-1311	FV-1321	C1321+		
C1322	1"	10#14	120VAC	LCP-1311	FV-1322	C1321+		
C1343	1"	10#14	120VAC	LCP-1311	FV-1343	C1321+		
C1413	1"	10#14	120VAC	MCC-HW1	CP-ME-1413			
C1413A	1.5"	20#12 W#12 GND	120VAC	CP-ME-1413	LCP-ME-1413		101, 105	
C1423	1"	10#14	120VAC	MCC-HW1	CP-ME-1423			
C1423A	1.5"	20#12 W#12 GND	120VAC	CP-ME-1423	LCP-ME-1423		101, 105	
C1433	1"	WIRE FUTURE	120VAC	MCC-HW1	FUTURE CP-ME-1433			STUB UP CONDUIT AND CAP
C1433A	1.5"	WIRE FUTURE	120VAC	FUTURE CP-ME-1433	FUTURE LCP-ME-1433		101, 105	STUB UP CONDUIT AND CAP
C1441	1"	12#12 W#12 GND	120VAC	MCC-HW1	LCP-ME-1441		101, 105	
C1441A	1"	6#12 W#12 GND	120VAC	LCP-ME-1441	SSL-1441, 2S-1441			
C1451	1"	12#12 W#12 GND	120VAC	MCC-HW2	LCP-ME-1451		101, 105	
C1451A	1"	6#12 W#12 GND	120VAC	LCP-ME-1451	SSL-1451, 2S-1451			
C1461	1"	WIRE FUTURE	120VAC	MCC-HW2	FUTURE LCP-ME-1461		101, 105	STUB UP CONDUIT AND CAP
C1503	1"	2#12 W#12 GND	INTRINSICALLY SAFE	RIQ-SH	LSH-1503	C1503+	303.1, 303.2	
C1504	1"	2#12 W#12 GND	INTRINSICALLY SAFE	RIQ-SH	LSH-1504	C1503+	303.1, 303.2	
C1511	2"	30#12	120VAC	RIQ-SH	LCP-1511		303.1, 303.3	
C1511A	1"	3#14	INTRINSICALLY SAFE	LCP-1511	2S-1511			
C1512	1"	3#14	INTRINSICALLY SAFE	LCP-1511	2S-1512			
C1513	1"	3#14	INTRINSICALLY SAFE	LCP-1511	2S-1513			
C1514	2"	30#12	120VAC	RIQ-SH	LCP-1514		303.1, 303.3	
C1514A	1"	3#14	INTRINSICALLY SAFE	LCP-1514	2S-1514			
C1515	1"	3#14	INTRINSICALLY SAFE	LCP-1514	2S-1515			
C1516	1"	3#14	INTRINSICALLY SAFE	LCP-1514	2S-1516			
C1521	1"	6#14 W#14 GND	120VAC	LCP-1511	FV-1521			
C1522	1"	6#14 W#14 GND	120VAC	LCP-1511	FV-1522			
C1523	1"	6#14 W#14 GND	120VAC	LCP-1511	FV-1523			
C1524	1"	6#14 W#14 GND	120VAC	LCP-1514	FV-1521			
C1525	1"	6#14 W#14 GND	120VAC	LCP-1514	FV-1522			
C1526	1"	6#14 W#14 GND	120VAC	LCP-1514	FV-1523			
C1531	1"	10#12 W#12 GND	120VAC	RIQ-SH	LCP-1531		303.1, 303.2	
C1684	4"	2#12	24VDC	RIQ-HW	LSH-1684	61530+	101, 104, 104.3	
C1611	1"	12#12	120VAC	LCP-ME-1611	LCP-ME-1611		101, 106	
C1711	1"	2#14 W#14 GND	120VAC	RIQ-HW	LCP-ME-1711	LSH		
C1711	1"	2#14 W#14 GND	120VAC	LCP-ME-1711	LSL-1711			
C1802	1"	4#12 W#12 GND	120VAC	RIQ-HW	LSH-1802	61801+	101, 101.2	
C1811	1"	6#12	120VAC	MCC-HW1	LCP-P-1811		101, 101.2	
C1812	1"	6#12	120VAC	MCC-HW2	LCP-P-1812		101, 101.2	
C1901	1"	2#14	24VAC	H-1901	H-1901			
C1902	1"	2#14	24VAC	H-1902	H-1904			
C1903	1"	T-STAT CABLE	24VAC	H-1903	T-STAT			
C1904	1"	T-STAT CABLE	24VAC	H-1904	T-STAT			
C2171	1"	10#12 W#12 GND	120VAC	MCC-MB1	LCP-P-2171	C2171+	202, 204	
C2271	1"	10#12 W#12 GND	120VAC	MCC-MB2	LCP-P-2271	C2171+	202, 204	
C2371	1"	10#12 W#12 GND	120VAC	MCC-MB1	LCP-P-2371	C2371+	202, 204	
C2471	1"	10#12 W#12 GND	120VAC	MCC-MB2	LCP-P-2471	C2371+	202, 204	
C2752	1.5"	16#12 W#12 GND	120VAC	RIQ-MB	LCP-2751		202, 204, 204.1	
C2752A	2"	MFR CABLES	120VAC	LCP-2751	LSL-2752, LSH-2752, LSH4-2752			
C2761	1"	10#12	120VAC	MCC-MB1	LCP-2761		202, 204, 204.1	
C2762	1"	10#12	120VAC	MCC-MB2	LCP-2761		202, 204, 204.1	
C3001	1"	6#14	120VAC	RIQ-MB	CP-3001			
C3007	1"	4#14	24VDC	RIQ-MB	PSL-3007			
C3112	1.25"	28#14 W#14 GND	120VAC	RIQ-MB	LSH-3112, LSL-3112, FV-3151A, FV-3151B, FV-3171			
C3161	1"	10#14 W#14 GND	120VAC	MCC-MB1	LCP-3161			
C3181A	1"	3#14 W#14 GND	24VDC	LCP-3161	PSH-3181A			
C3181B	1"	3#14 W#14 GND	24VDC	LCP-3161	PSH-3181B			
C3191	1"	6#14	120VAC	RIQ-MB	FV-3161			
C3192	1"	10#12	120VAC	RIQ-MB	SV-3192, 3292, 3392, 3492, 3592, LSH-3212, LSL-3212, FV-3251A, FV-3251B, FV-3271			
C3212	1.25"	28#14 W#14 GND	120VAC	RIQ-MB	LSH-3212, LSL-3212, FV-3251A, FV-3251B, FV-3271			
C3261	1"	10#14 W#14 GND	120VAC	MCC-MB1	LCP-3261			
C3261A	1"	3#14 W#14 GND	24VDC	LCP-3261	PSH-3261A			
C3261B	1"	3#14 W#14 GND	24VDC	LCP-3261	PSH-3261B			
C3291	1"	6#14	120VAC	RIQ-MB	FV-3291			
C3312	1.25"	28#14 W#14 GND	120VAC	RIQ-MB	LSH-3312, LSL-3312, FV-3351A, FV-3351B, FV-3371			
C3361	1"	10#14 W#14 GND	120VAC	MCC-MB1	LCP-3361			
C3361A	1"	3#14 W#14 GND	24VDC	LCP-3361	PSH-3361A			
C3361B	1"	3#14 W#14 GND	24VDC	LCP-3361	PSH-3361B			
C3391	1"	6#14	120VAC	RIQ-MB	FV-3391			
C3412	1.25"	28#14 W#14 GND	120VAC	RIQ-MB	LSH-3412, LSL-3412, FV-3451A, FV-3451B, FV-3471			
C3481	1"	10#14 W#14 GND	120VAC	MCC-MB1	LCP-3481			
C3481A	1"	3#14 W#14 GND	24VDC	LCP-3481	PSH-3481A			
C3481B	1"	3#14 W#14 GND	24VDC	LCP-3481	PSH-3481B			
C3491	1"	6#14	120VAC	RIQ-MB	FV-3491			
C3512	1.25"	WIRE FUTURE	120VAC	RIQ-MB	LSH-3512, LSL-3512, FV-3551A, FV-3551B, FV-3571			
C3581	1"	WIRE FUTURE	120VAC	MCC-MB1	LCP-3581			STUB UP AND CAP
C3581A	1"	WIRE FUTURE	24VDC	LCP-3581	PSH-3581A			STUB UP AND CAP
C3581B	1"	WIRE FUTURE	24VDC	LCP-3581	PSH-3581B			STUB UP AND CAP
C3591	1"	WIRE FUTURE	120VAC	RIQ-MB	FV-3591			STUB UP AND CAP
C3602	1"	MFR CABLES	24VDC	LCP-3611	LSH-3602, LSL-3602			
C3611	1"	6#14 W#14 GND	24VDC	RIQ-MB	LCP-3611			
C3612	1.25"	27#14	120VAC	MCC-MB1	LCP-3611			
C3612A	1"	20#14 W#14 GND	120VAC	LCP-3611	SV-3612, 3622, 3632, 3642, 3652, FSL-3615, 3625, 3635, 3645, 3655			
C3622	1.25"	16#14	120VAC	MCC-MB2	LCP-3611			
C3682	3/4"	MFR CABLE	120VAC	LCP-3691	LCP-3682			
C3691	1"	2 1/4#14 W#14 GND TC	120VAC	MCC-MB1, MCC-MB2	LCP-3691			THRU 120VAC CABLE TRAY
C3696	1"	2#12	120VAC	RIQ-MB	H-3696			
C3907	3/4"	2#12 TC	120VAC	RIQ-MB	H-3907			
C3910	3/4"	2#12 TC	120VAC	RIQ-MB	H-3910			
C3912	1"	2#12	120VAC	RIQ-MB	H-3912			
C3914	1"	T-STAT CABLE	24VAC	H-3914	H-3914			
C3915	1"	T-STAT CABLE	24VAC	H-3915	H-3915			
C3966	1"	2#14	24VAC	H-3966	H-3966			
C3967	1"	2#14	24VAC	H-3967	H-3967			
C4002	1"	6#14 W#14 GND	120VAC	PLC-RO	LCP-4001			



NOTES:

1) CONDUITS THAT ARE COMBINED BETWEEN PULL POINTS ARE DENOTED WITH A + (PLUS) SYMBOL. SEE THE COMBINED CONDUITS SCHEDULE ON SHEET CE-11. CONDUITS THAT HAVE BEEN COMBINED SHALL BE LABELED WITH MULTIPLE CONDUIT TAGS, ONE FOR EACH CONDUIT THAT HAS BEEN COMBINED.

2) THE CONDUIT DEVELOPMENT AND SCHEDULE DOES NOT SHOW CONDUIT AND CONDUCTORS FOR LIGHTS, RECEPTACLES AND DATA JACKS. IT ALSO DOESN'T SHOW CONDUIT AND CONDUCTORS FOR THE MBR BUILDING'S HVAC AND APPLIANCES FOR THE OFFICE, BREAK ROOM, CONTROL ROOM, LAB, MECHANICAL ROOM AND RESTROOMS. THE CONTRACTOR IS RESPONSIBLE TO INCLUDE THESE CONDUITS AND CONDUCTORS IN THEIR WORK AND IN THEIR SUBMITTED CONDUIT ROUTING PLAN.

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ORIGINAL	CHECKED
NO.	DATE
DESIGN	DRAWN
MPJ	MPJ
REVISIONS	DCL
1	11/26/18
2	01/18/19
3	10/11/19
MPJ	MPJ
BB	BB
BB	BB
BB	BB

CITY OF BEAUMONT
SALT MITIGATION WWTP UPGRADE
ELECTRICAL - CONDUITS AND DUCTBANKS
CONDUIT SCHEDULE 5

533 W 2600 S, SUITE 25, BOUNTIFUL, UT 84010
 PHONE (801) 288-1327 FAX (801) 288-0153

533 W 2600 S, Suite 25
 Bountiful, Utah 84010
 Phone: (801) 677-0011
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 ASSOCIATES
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 CIVIL ENGINEERS
 3708 MCCRAY STREET
 INVERSIDE, CA 92506
 PH. (951) 866-1070
 FAX (951) 780-1256

Wastewater Treatment Plant Salt Mitigation Upgrade Project

Technical Justification:

PCO-46	
Design Adjustment: WML COP-051 CLAR-37	MBR – Addition of Influent Gate MOV Actuators

Reason for Design Changes:

System Required Change to Optimized Operation and Maintenance: The operation of the MBR system is a SCADA programmed controlled process with all the equipment associated with system networked together. Isolation slide gates proceed each of the four MBR Trains and are used to stop flow to the train for weekly routine cleanings and when long duration maintenance events are required. The current gates are manually operated requiring City staff to man the gates whenever the electronic system requests the gates to be opened and closed, be it for normal scheduled cleanings or an emergency shutdown occurrence. The day to day on duty City Staff team is required to work offsite as well as onsite during their shifts and may not be available to operate the manual gates in timely manner.

Design and Scope Changes:

- Please provide and replace the manual slide gate actuators with MOV actuators as described below.
- All of the MBR influent gates (G-3101, G-3201, G-3301, G-3401 and future G-3501*) have been updated to operate via motorized actuators (see PI-09 and LE-09). The actuators will be powered with 120VAC from LP-MB3, as shown on E-15 and E-23. Signal will be 24V and feed back to RIO-MB (see I-16 and I-17). Existing conduits will be used to provide both power and signal wiring. Two #12 wires and a #12 ground will be added to each of the power conduits: P3191, P3291, P3391 and P3491. Future conduit P3591 will be used to power future gate G-3501. See drawings CE-02 and CE-22. Eight #14 wires will be added to each signal conduit: S3192, S3292, S3392 and S3492. Future conduit S3592 will be used to provide signal to future gate G-3501. See drawings CE-07 and CE-22.
- In addition, modifications to the actual slide gates are required. The required modifications are generally limited to stem replacement and providing supports for actuator mounting. Attached to this clarification are pertinent drawings from Hydro Gate and proposals received to date. All dimensions shall be verified and coordinated with vendor prior to construction. Final actuator data and gate drawings shall be provided to the Engineer for review and approval.
- Cost proposal shall include all necessary costs for labor and miscellaneous materials to perform this change. Contractor shall not perform any work until change has been approved by the City.

Cost Impact:

MWH and design engineer, Aqua, has reviewed the attached WML cost proposal and find it acceptable. Accordingly, MWHC recommends a contract cost increase of \$58,795.50 to be executed in a change order for the modifications requested.

CITY OF BEAUMONT WWTP SALT MITIGATION UPGRADE PROJECT

CHANGE ORDER PROPOSAL (COP) # 051
(By Contractor)

To (Engineer/CM): MWH Constructors Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@stantec.com	From (Contractor): W.M. Lyles Co. Attention: Oscar Mendoza Phone: 619-565-6064 Email: omendoza@wmlylesco.com
PCO/DCM No.: CLAR-37, DCM-31	
Subject: MBR Influent Gate Actuators	
Reference Documents: Attached	
DESCRIPTION	
This COP is to install new electric actuators and stems on gates G-3101, G-3201, G-3301 and G-3401 per CLAR 037.	
COST ESTIMATE	
Total Cost : \$ 58,795.50 – see attached breakdown	
SCHEDULE IMPACT	
Received by MWH Constructors (Date):	

RESPONSE	
Response By:	Date:

Final Distribution: Oscar Mendoza, W.M. Lyles Co.
Brian Knoll, Webb Associates
MWH Inspector

W. M. Lyles Co.
 42142 Roick Drive
 Temecula, CA 92590

2/4/2021

Reference #: CLAR-37, DCM-31

Attention: Charles W. Reynolds

City of Beaumont WWTP Salt Mitigation Upgrade Project

DESCRIPTION: MBR Influent Gate Actuators

Item:		Unit	Total MH	Total MH Cost	Eq. Cost	Material	Subcont.	Total Cost
1	MBR Influent Gate Actuators	1 LS	96	\$ 7,545.59	\$ 1,005.81	\$ 25,670.36	\$ 18,024.52	\$ 52,246.28
2		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
3		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
Total Costs			96	\$ 7,545.59	\$ 1,005.81	\$ 25,670.36	\$ 18,024.52	\$ 52,246.28

Subtotal		\$	52,246.28
Mark-up - Labor	15%	\$	1,131.84
Mark-up - Equipment	15%	\$	150.87
Mark-up - Materials	15%	\$	3,850.55
Mark-up - Subcontractor	5%	\$	901.23
Bond	1.0%	\$	582.81
Total This Change Order		\$	58,863.58

Comments:

City of Beaumont WWTP Salt Mitigation Upgrade Project

Item 12.

MBR Influent Gate Actuators

###

A. Labor

Description	Lab Pipe FM			Lab Pipe			Operator			Carp FM			Carp			Lab			Cement Mason			
	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	
Installation of Influent Gate Actuators	32			64																		
	32	0	0	64	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Name	Rate			Hours			Extension	
	ST	PT	DT	ST	PT	DT		
Lab Pipe FM	\$80.34		\$107.19	\$134.03	32	0	0	\$2,571.00
Lab Pipe	\$77.73		\$103.27	\$128.79	64	0	0	\$4,974.59
Operator	\$98.67		\$131.84	\$165.00	0	0	0	\$0.00
Carp FM	\$87.32		\$117.91	\$148.48	0	0	0	\$0.00
Carp	\$83.44		\$112.07	\$140.71	0	0	0	\$0.00
Lab	\$74.26		\$98.07	\$121.86	0	0	0	\$0.00
Cement Mason	\$80.42		\$105.60	\$130.78	0	0	0	\$0.00
					96	0	0	
					Total Labor =			\$7,545.59

B. Equipment

Description	17.12	32.037	31.028	30.048	20.041	35.064	Rent
Installation of Influent Gate Actuators	32	1					
	32	1	0	0	0	0	0

Number	Description	Rate	Hours	Extension	
17.12	Foreman Truck	\$29.60	32	\$947.20	
32.037	ReachliftXtremeXR1055	\$58.61	1	\$58.61	
31.028	Hydro Crane - 80 TonLink BeltRTC-8080 II 80 Ton	\$164.01	0	\$0.00	
30.048	Loader Backhoe 410John Deere410L	\$64.30	0	\$0.00	
20.041	ExcavatorJohn Deere350GLC	\$151.12	0	\$0.00	
35.064	LoaderJohn Deere644J	\$123.00	0	\$0.00	
17	Foreman Truck	\$29.60	0	\$0.00	
20.041	ExcavatorJohn Deere350GLC	\$151.12	0	\$0.00	
35.064	LoaderJohn Deere644J	\$123.00	0	\$0.00	
Rent	Owner Op dump trucks	\$100.00	0	\$0.00	
			33		
			Total Equipment =		\$1,005.81

C. Materials

	Quantity	Unit	Price	Extension
Electric Actuator with Stem Replacement (HydroGate)	4	ea	\$ 5,956.00	\$23,824.00
Tax	7.750%			\$1,846.36
			Subtotal	\$25,670.36
			Freight	
			Total Material =	\$25,670.36

D. Subcontractor

	Quantity	Unit	Price	Extension
Southern Contracting	1	LS	\$18,024.52	\$18,024.52
			Total Subcontract =	\$18,024.52



Southern Contracting Company
 P.O. Box 445 San Marcos, CA 92079-0445
 Tel 760-744-0760 Fax 760-744-6475
 website: www.southerncontracting.com
 email: info@southerncontracting.com

Change Order Request

103801 — Wastewater Treatment Plant Salt Mitigation Upgrade

COR Subject: COR#026 CLAR-037 MBR Influent Gate Actuators

To Juan C. Ahumada
 W.M. Lyles
 42142 Roick Drive
 Temecula, CA 92590
 951-973-7393

Contract No: 55.1173
COR Number: 103801-COR#026
COR Revision Number: 0

COR Date: 12/17/2020
 Work Type: Price / Do Not Proceed

Return To Dan Alcantar
 Southern Contracting Company
 760-744-0760x621
 619-778-0681
 DAlcantar@southerncontracting.com

Other Reference No: CLAR-037
 Days Valid: 5

Scope Of Work / Time Extension Request

The work associated with CLAR-037 MBR Influent Gate Actuators is a change to Southern Contracting Company's scope of work in which a change in Contract Price and Time is to be considered. Accordingly, Southern Contracting Company requests a Contract Change Order in the amount of \$18,024.52

Scope of Work is as follows:

-Provide materials and labor to support electrical installation to MBR influent gates (G-3101, G-3201, G-3301, G-3401 and future G-3501*) actuators. Per the CLAR-037 MBR gates have been updated to operate via motorized actuators. Include conduit, wire, terminations and assist power up of actuators with the actuator rep. Includes Loop Drawing Modifications.

Exclusions: Set up of network, programming, actuator installation, welding, fabrication, paint, surface restoration. Overtime.

Change in time: 5 days

Southern Contracting reserves all rights to additional costs and time for changes not identified in the documents furnished, and is not responsible for additional costs or time for work which is not part of our contract scope of work, unless stipulated above. Should additional information or clarification be required, please contact me at your convenience.

Summary

Total: \$18,024.52

Reservation of Rights

This COR does not include any amount for impacts such as interference, disruptions, rescheduling, changes in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any of these items.

Signed By:



Daniel Alcantar
PM

Dated: 12/17/2020

Bid Summary Report

Item 12.

103801 Beaumont Chang Orders Estimator: Dan Alcantar

Job #2336

Job Name: 103801 Beaumont Chang Orders

Contractor:

Estimator: Dan Alcantar

Notes:

Bid Date:

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
COR#026 CLAR-037 MBR Influent Gate Actuators	\$2,455.58	100.00%	\$2,455.58	97.87	100.00%	97.87

Top Sheet

Raw Cost	\$15,328.01	Sales per Month	\$0.00
Tax	\$190.31	Return per Month	\$0.00
Raw Cost with Tax	\$15,518.31	Price per Square Foot	\$0.00
Overhead	\$2,327.75	Hours per Square Foot	0.00
Profit	\$0.00	Square Feet	0.00
Total Return Amount	\$2,327.75	Job Months	0.00
Total Return %	12.91%	Hours per Week	0.00
Price	\$17,846.06	Workers per Day	0.00
Bond	\$178.46	Total Hours	97.87
Sell Price	\$18,024.52	Markup Sales Tax (Overhead)	Yes
Adjusted Sell ()	\$0.00	Markup Sales Tax (Profit)	Yes
Adjusted Sell Return 0.00 %	\$0.00	Use Bond Table	Yes

Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden		Labor Cost
				Rate	Percent	
Journeyman	100.00%	97.87	\$85.51	\$0.00	0.00%	\$8,368.72
PM	8.17%	8.00	\$99.77	\$0.00	0.00%	\$798.16
Startup Testing JW	6.13%	6.00	\$78.74	\$0.00	0.00%	\$472.44
Totals	114.30%	111.87	\$86.17	\$0.00	0.00%	\$9,639.32

Mark Ups

	OVERHEAD			PROFIT		
	Total	%	Amount	%	Amount	
Materials	\$2,455.58	+ 15.00%	\$2,823.91	+ 0.00%	\$2,823.91	
Labor	\$9,639.32	+ 15.00%	\$11,085.22	+ 0.00%	\$11,085.22	

Bid Summary Report

Item 12.

103801 Beaumont Chang Orders Estimator: Dan Alcantar

Job #2336

Supplier Quotes	\$650.00	+	15.00%		\$747.50	+	0.00%		\$747.50
SubContractors	\$0.00	+	5.00%		\$0.00	+	0.00%		\$0.00
Direct Job Expense	\$2,583.11	+	15.00%		\$2,970.58	+	0.00%		\$2,970.58
Equipment Rental	\$0.00	+	15.00%		\$0.00	+	0.00%		\$0.00
Totals	\$15,328.01		15.00%		\$17,627.21		0.00%		\$17,627.21

Tax Report

	Taxed Amount	Tax Rate %	Tax Amount
Materials	\$2,455.58	7.75%	\$190.31
Labor	\$9,639.32	0.00%	\$0.00
Supplier Quotes	\$0.00	0.00%	\$0.00
SubContractors	\$0.00	0.00%	\$0.00
Direct Job Expense	\$0.00	0.00%	\$0.00
Equipment Rental	\$0.00	0.00%	\$0.00
Total Tax:			\$190.31

Supplier Quotes

Name	Supplier	Tax (0.0 %)	Unit Cost	Multiplier	Amount
Loop Drawings		No	\$650.00	1.00	\$650.00
Total:					\$650.00

Direct Job Expense

Name	Supplier	Tax (0.0 %)	Unit Cost	Multiplier	Amount
Site Truck		No	\$26.63	97.00	\$2,583.11
Total:					\$2,583.11

Job Name: 103801 Beaumont Chang Orders

Job Number: 2336

Extension Name: COR#026 CLAR-037 MBR Influent Gate Actuators

Item 12.

Material Filter: <None>

Report: COR - 2

[Items and ByProducts]

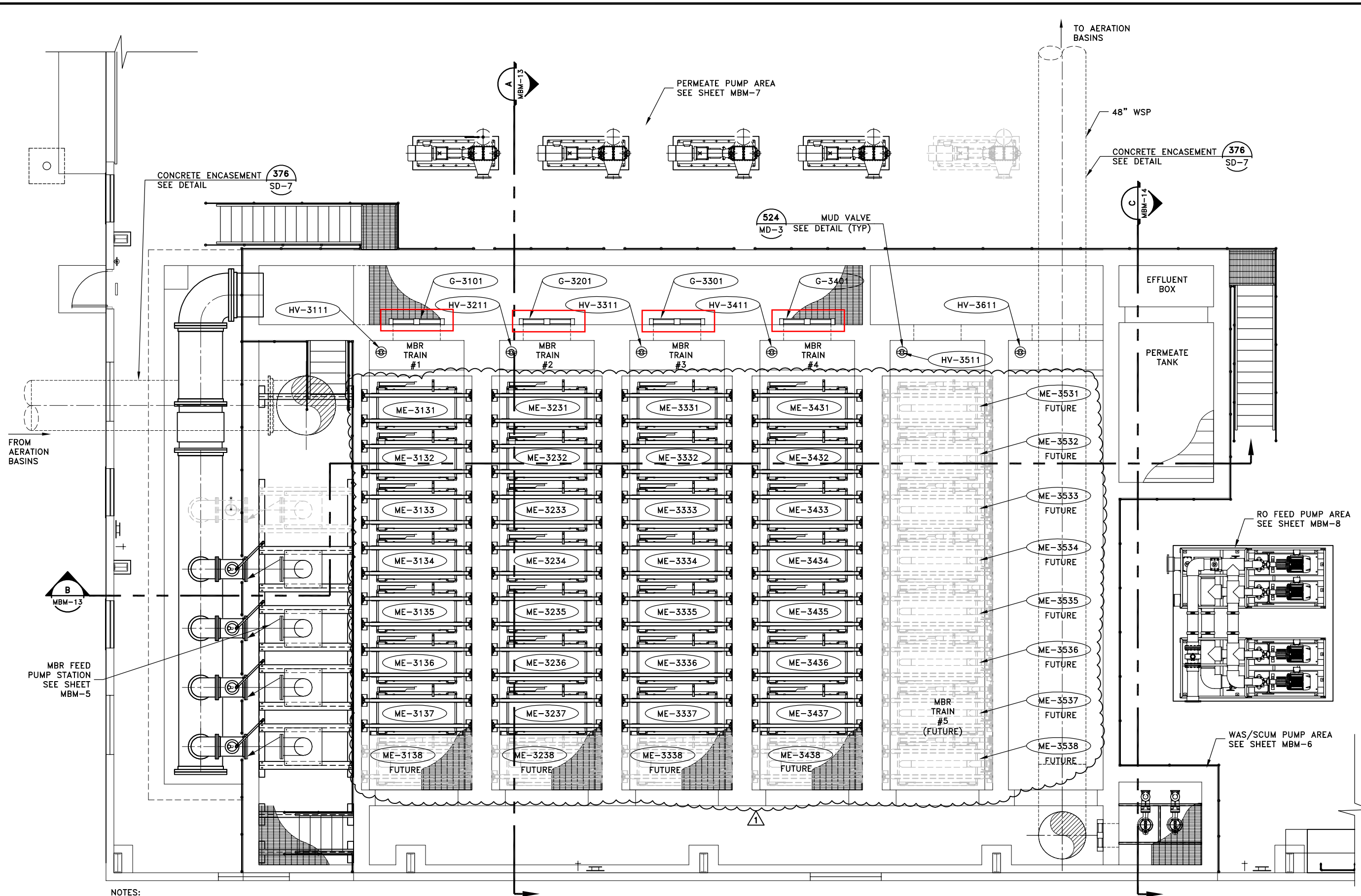
Item #	Item Name	Quantity	Unit Price	U	Ext Price	Unit Labor	U	Ext Labor
Label Set: Combined, Combined, Combined, Combined, Combined					\$2,455.58			97.87
Cost Code: 010 - Conduit/Raceway					<u>\$1,390.54</u>			<u>38.31</u>
1,975	1-1/2 REDUCING BUSHING	8.00	\$406.00	C	\$32.48	25.12	C	2.01
2,615	1/4" SS WEDGE ANCHOR	16.00	\$230.00	C	\$36.80	20.10	C	3.22
2,616	3/8" SS WEDGE ANCHOR	22.00	\$577.50	C	\$127.05	22.61	C	4.97
2,675	1 5/8 STRUT-STAINLESS	20.00	\$1,187.50	C	\$237.50	18.84	C	3.77
2,701	3/4 GRC/PVC COATED	120.00	\$474.52	C	\$569.43	10.05	C	12.06
2,715	3/4 GRC/PVC COUP	16.00	\$493.74	C	\$79.00	11.30	C	1.81
2,730	3/4 GRC/PVC ELBOW	6.00	\$1,758.82	C	\$105.53	69.08	C	4.14
3,098	3/4 GRC/PVC C105 STRP	24.00	\$253.52	C	\$60.84	3.77	C	0.90
3,873	1/2 FLEX WP	40.00	\$118.80	C	\$47.52	7.54	C	3.01
3,903	1/2 FLEX WP CONN,IT	8.00	\$495.63	C	\$39.65	15.07	C	1.21
3,963	1/2 FLEX WP 90 CON,IT	8.00	\$684.21	C	\$54.74	15.07	C	1.21
Cost Code: 020 - Wire/Cable					<u>\$1,065.04</u>			<u>59.56</u>
43	14 THHN CU STRANDED	5,000.00	\$84.86	M	\$424.32	6.28	M	31.40
44	12 THHN CU STRANDED	1,200.00	\$130.18	M	\$156.21	7.54	M	9.04
4,149	14 GA TERMINATION	72.00	\$300.00	C	\$216.00	0.15	E	10.85
4,150	12 GA TERMINATION	16.00	\$110.00	C	\$17.60	0.19	E	3.01
4,220	GROUND SCREW/WIRE	16.00	\$18.00	C	\$2.88	12.56	C	2.01
4,224	SCOTCH TAPE - 33+	1.00	\$6.16	E	\$6.16	1.26	E	1.26
4,234	YELLOW WIRE NUT	88.00	\$24.85	C	\$21.87	1.26	C	1.11
60,050	Wire Tags Tube Style	88.00	\$250.00	C	\$220.00	1.00	C	0.88
[Items and ByProducts] Total:					\$2,455.58			97.87

**CITY OF BEAUMONT WASTEWATER TREATMENT PLANT
SALT MITIGATION UPGRADE PROJECT**

CLARIFICATION 37

To (Construction Manager): Stantec Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@stantec.com	
From (Engineer): AQUA Engineering Attention: Boris Petkovic Phone: 801-683-3746 Email: boris.petkovic@aquaeng.com	
Subject: MBR Influent Gate Actuators	Location: MBR Building
Reference Documents: Drawing Nos. MBM- 5, PI-09, I-16, I-17, LE-09, E-15, E-23, CE-02, CE-07, CE-22	
CLARIFICATION	
Note the following: All of the MBR influent gates (G-3101, G-3201, G-3301, G-3401 and future G-3501*) have been updated to operate via motorized actuators (see PI-09 and LE-09). The actuators will be powered with 120VAC from LP-MB3, as shown on E-15 and E-23. Signal will be 24V and feed back to RIO-MB (see I-16 and I-17). Existing conduits will be used to provide both power and signal wiring. Two #12 wires and a #12 ground will be added to each of the power conduits: P3191, P3291, P3391 and P3491. Future conduit P3591 will be used to power future gate G-3501. See drawings CE-02 and CE-22. Eight #14 wires will be added to each signal conduit: S3192, S3292, S3392 and S3492. Future conduit S3592 will be used to provide signal to future gate G-3501. See drawings CE-07 and CE-22. In addition, modifications to the actual slide gates are required. The required modifications are generally limited to stem replacement and providing supports for actuator mounting. Attached to this clarification are pertinent drawings from Hydro Gate and proposals received to date. All dimensions shall be verified and coordinated with vendor prior to construction. Final actuator data and gate drawings shall be provided to the Engineer for review and approval. *At this time, the scope of supply shall not include the actuator, gate, or labor for future gate G-3501.	
Prepared By (Name): Mark Jeppsen, SKM Engineering Boris Petkovic, AQUA Engineering	Date: 12/03/2020
Distributed By:	Date:

CAL 01/18/2019 X:\Beaumont\Salt Mitigation WWP Upgrade WEBB\0227\Drafting\WBR BLDG\MBM-2.dwg



NOTES:

- 1- FOR MECHANICAL EQUIPMENT, GATE, PUMP, AND VALVE SCHEDULES REFER TO SCHEDULE DRAWINGS.
- 2- FOR PIPING SCHEDULE REFER TO DRAWING MBM-30.
- 3- BURIED RAS PIPE SHALL BE FULLY WELDED WITHOUT MECHANICAL JOINTS. PIPE SHALL BE PRESSURE TESTED PRIOR TO BACKFILL.

MBR AREA MECHANICAL PLAN

SCALE: 1/4" = 1'-0"
 0 4 8
 Scale in Feet

0 1/2 1
 DRAWING IS TO SCALE
 IF BAR MEASURES:
 1" = FULL SCALE
 1/2" = HALF SCALE

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NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	BP	CAL	
REVISIONS				
1	01/18/19	BP	CAL	

CITY OF BEAUMONT
 SALT MITIGATION WWP UPGRADE
 MEMBRANE BUILDING
 MBR AREA MECHANICAL PLAN

AQUA
 ENGINEERING

593 W. 2600 S. SUITE 275 BOUNTIFUL, UT 84010
 PHONE (801) 299-1327 FAX (801) 299-0153

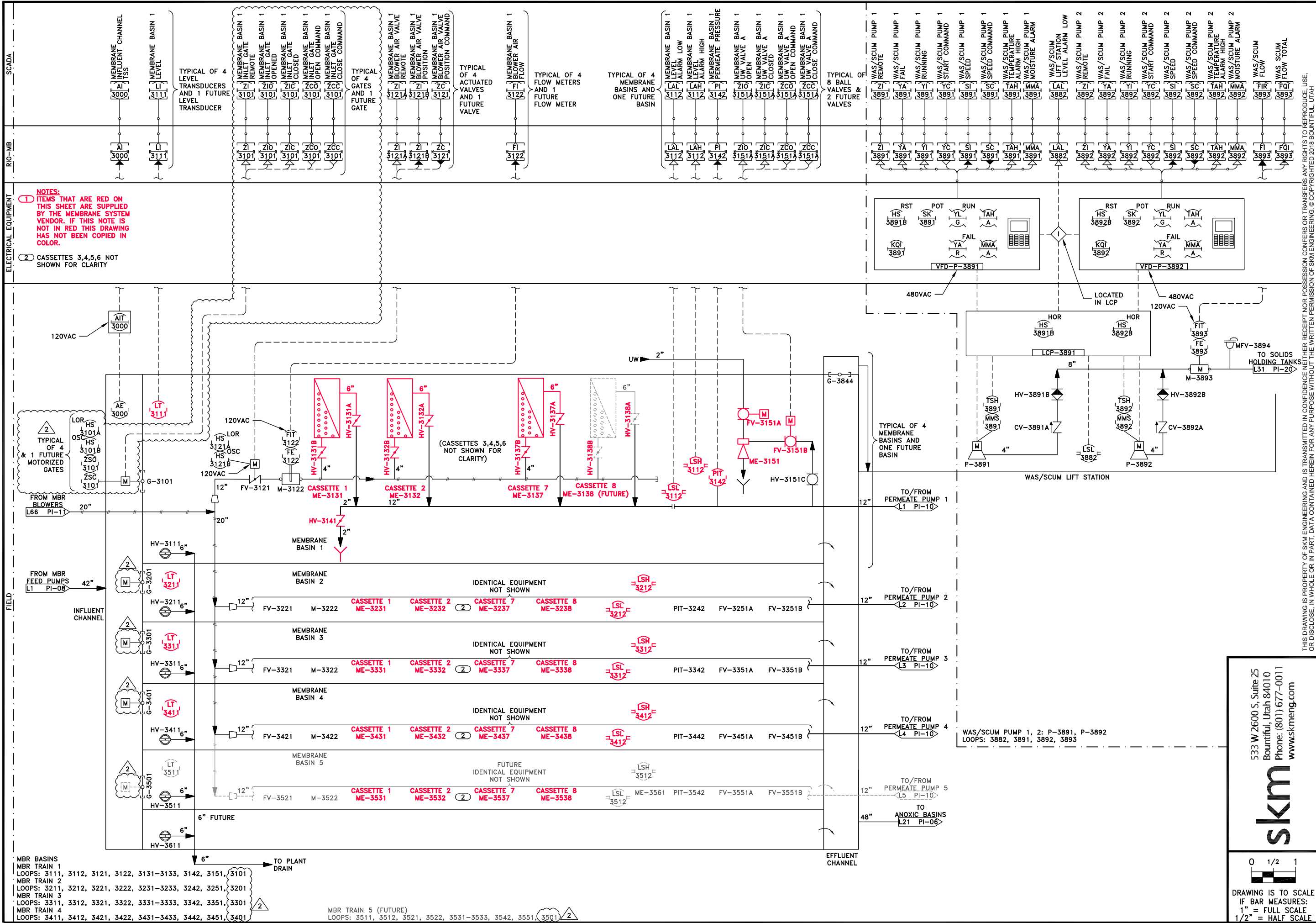
ALBERT A. WEBB
 CIVIL ENGINEERS
 3788 McCRAV STREET
 RIVERSIDE CA 92506
 PH. (951) 686-1070
 FAX (951) 788-1256

ASSOCIATES
 ENGINEERING CONSULTANTS

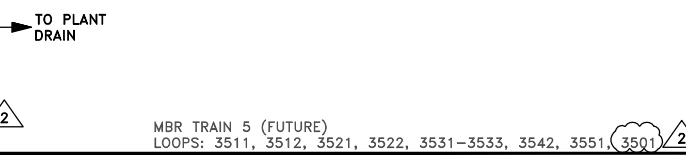
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MBM-2
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Item 12.

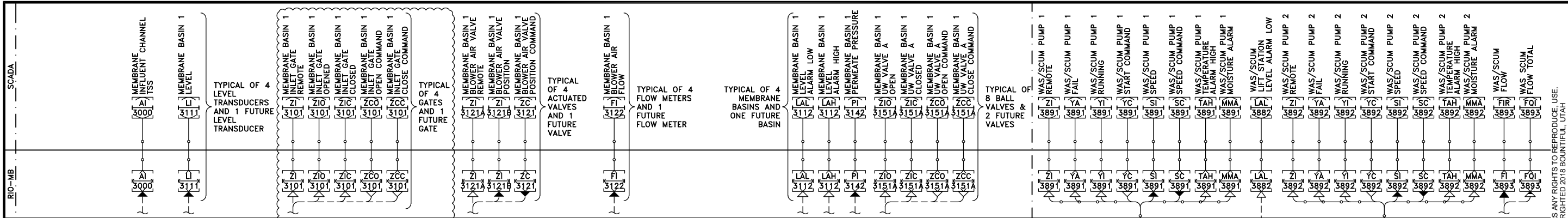
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- MBR BASINS
- MBR TRAIN 1
LOOPS: 3111, 3112, 3121, 3122, 3131-3133, 3142, 3151, 3101
- MBR TRAIN 2
LOOPS: 3211, 3212, 3221, 3222, 3231-3233, 3242, 3251, 3201
- MBR TRAIN 3
LOOPS: 3311, 3312, 3321, 3322, 3331-3333, 3342, 3351, 3301
- MBR TRAIN 4
LOOPS: 3411, 3412, 3421, 3422, 3431-3433, 3442, 3451, 3401
- MBR TRAIN 5 (FUTURE)
LOOPS: 3511, 3512, 3521, 3522, 3531-3533, 3542, 3551, 3501



- NOTES:**
- ITEMS THAT ARE RED ON THIS SHEET ARE SUPPLIED BY THE MEMBRANE SYSTEM VENDOR. IF THIS NOTE IS NOT IN RED THIS DRAWING HAS NOT BEEN COPIED IN COLOR.
 - CASSETTES 3,4,5,6 NOT SHOWN FOR CLARITY



NO.	DATE	DESIGN	DRAWN	CHECKED
AB	04/24/20	MPJ	DCL	
REVISIONS				
1	01/18/19	MPJ	DCL	
2	10/26/20	MPJ	DCL	

Item 12.

CITY OF BEAUMONT
SALT MITIGATION WWTP UPGRADE
INSTRUMENTATION - P&IDs
MEMBRANE BASINS

AQUA ENGINEERING
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skm
533 W 2600 S, Suite 25
Bountiful, Utah 84010
Phone: (801) 677-0011
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RIVERSIDE CA 92506
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FAX (951) 788-1256
ENGINEERING CONSULTANTS

0 1/2 1
DRAWING IS TO SCALE
IF BAR MEASURES:
1" = FULL SCALE
1/2" = HALF SCALE

SHEET 13 OF 172
554

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TYPE	LOOP POWERED	RACK-SLOT-POINT	TAGNAME	DESCRIPTION	P&ID SHEET	STATUS
DI		1:4-19		INSTALLED SPARE		
DI		1:4-20		INSTALLED SPARE		
DI		1:4-21		INSTALLED SPARE		
DI		1:4-22		INSTALLED SPARE		
DI		1:4-23		INSTALLED SPARE		
DI		1:4-24		INSTALLED SPARE		
DI		1:4-25		INSTALLED SPARE		
DI		1:4-26		INSTALLED SPARE		
DI		1:4-27		INSTALLED SPARE		
DI		1:4-28		INSTALLED SPARE		
DI		1:4-29		INSTALLED SPARE		
DI		1:4-30		INSTALLED SPARE		
DI		1:4-31		INSTALLED SPARE		
DO		1:8-30	ZCO-3151A	MEMBRANE BASIN 1 UW VALVE A OPEN COMMAND	PI-09	NEW
DO		1:8-31	ZCC-3151A	MEMBRANE BASIN 1 UW VALVE A CLOSE COMMAND	PI-09	NEW
DO		1:8-32	ZCO-3151B	MEMBRANE BASIN 1 UW VALVE B OPEN COMMAND	PI-09	NEW
DO		1:8-33	ZCC-3151B	MEMBRANE BASIN 1 UW VALVE B CLOSE COMMAND	PI-09	NEW
DO		1:8-34	ZCO-3171	MEMBRANE BASIN 1 PERMEATE SV OPEN COMMAND	PI-10	NEW
DO		1:8-35				
DO		1:8-36	ZCO-3101	MEMBRANE BASIN 1 INLET GATE OPEN COMMAND	PI-09	NEW
DO		1:8-37	ZCC-3101	MEMBRANE BASIN 1 INLET GATE CLOSE COMMAND	PI-09	NEW
DO		1:8-38	ZCO-3193	PERMEATE PUMP 1 TURBIDITY VALVE OPEN COMMAND	PI-10	NEW
DO		1:8-39	ZCC-3193	PERMEATE PUMP 1 TURBIDITY VALVE CLOSE COMMAND	PI-10	NEW
DO		1:8-40	ZCO-3215A	MEMBRANE BASIN 2 UW VALVE A OPEN COMMAND	PI-09	NEW
DO		1:8-41	ZCC-3215A	MEMBRANE BASIN 2 UW VALVE A CLOSE COMMAND	PI-09	NEW
DO		1:8-42	ZCO-3215B	MEMBRANE BASIN 2 UW VALVE B OPEN COMMAND	PI-09	NEW
DO		1:8-43	ZCC-3215B	MEMBRANE BASIN 2 UW VALVE B CLOSE COMMAND	PI-09	NEW
DO		1:8-44	ZCO-3271	MEMBRANE BASIN 2 PERMEATE SV OPEN COMMAND	PI-10	NEW
DO		1:8-45				
DO		1:8-46	ZCO-3201	MEMBRANE BASIN 2 INLET GATE OPEN COMMAND	PI-09	NEW
DO		1:8-47	ZCC-3201	MEMBRANE BASIN 2 INLET GATE CLOSE COMMAND	PI-09	NEW
DO		1:8-48	ZCO-3293	PERMEATE PUMP 2 TURBIDITY VALVE OPEN COMMAND	PI-10	NEW
DO		1:8-49	ZCC-3293	PERMEATE PUMP 2 TURBIDITY VALVE CLOSE COMMAND	PI-10	NEW
DO		1:8-50	ZCO-3351A	MEMBRANE BASIN 3 UW VALVE A OPEN COMMAND	PI-09	NEW
DO		1:8-51	ZCC-3351A	MEMBRANE BASIN 3 UW VALVE A CLOSE COMMAND	PI-09	NEW
DO		1:8-52	ZCO-3351B	MEMBRANE BASIN 3 UW VALVE B OPEN COMMAND	PI-09	NEW
DO		1:8-53	ZCC-3351B	MEMBRANE BASIN 3 UW VALVE B CLOSE COMMAND	PI-09	NEW
DO		1:8-54	ZCO-3371	MEMBRANE BASIN 3 PERMEATE SV OPEN COMMAND	PI-10	NEW
DO		1:8-55				
DO		1:8-56	ZCO-3301	MEMBRANE BASIN 3 INLET GATE OPEN COMMAND	PI-09	NEW
DO		1:8-57	ZCC-3301	MEMBRANE BASIN 3 INLET GATE CLOSE COMMAND	PI-09	NEW
DO		1:8-58	ZCO-3393	PERMEATE PUMP 3 TURBIDITY VALVE OPEN COMMAND	PI-10	NEW
DO		1:8-59	ZCC-3393	PERMEATE PUMP 3 TURBIDITY VALVE CLOSE COMMAND	PI-10	NEW
DO		1:8-60	ZCO-3451A	MEMBRANE BASIN 4 UW VALVE A OPEN COMMAND	PI-09	NEW
DO		1:8-61	ZCC-3451A	MEMBRANE BASIN 4 UW VALVE A CLOSE COMMAND	PI-09	NEW
DO		1:8-62	ZCO-3451B	MEMBRANE BASIN 4 UW VALVE B OPEN COMMAND	PI-09	NEW
DO		1:8-63	ZCC-3451B	MEMBRANE BASIN 4 UW VALVE B CLOSE COMMAND	PI-09	NEW
DO		1:8-64	ZCO-3451R	MEMBRANE BASIN 4 UW VALVE R CLOSE COMMAND	PI-09	NEW
DO		1:8-65				
DO		1:9-00	ZCO-3471	MEMBRANE BASIN 4 PERMEATE SV OPEN COMMAND	PI-10	NEW
DO		1:9-01				
DO		1:9-02	ZCO-3401	MEMBRANE BASIN 4 INLET GATE OPEN COMMAND	PI-09	NEW
DO		1:9-03	ZCC-3401	MEMBRANE BASIN 4 INLET GATE CLOSE COMMAND	PI-09	NEW
DO		1:9-04	ZCO-3493	PERMEATE PUMP 4 TURBIDITY VALVE OPEN COMMAND	PI-10	NEW
DO		1:9-05	ZCC-3493	PERMEATE PUMP 4 TURBIDITY VALVE CLOSE COMMAND	PI-10	NEW
DO		1:9-06	ZCO-3551A	MEMBRANE BASIN 5 UW VALVE A OPEN COMMAND	PI-09	FUTURE
DO		1:9-07	ZCC-3551A	MEMBRANE BASIN 5 UW VALVE A CLOSE COMMAND	PI-09	FUTURE
DO		1:9-08	ZCO-3551B	MEMBRANE BASIN 5 UW VALVE B OPEN COMMAND	PI-09	FUTURE
DO		1:9-09	ZCC-3551B	MEMBRANE BASIN 5 UW VALVE B CLOSE COMMAND	PI-09	FUTURE
DO		1:9-10	ZCO-3571	MEMBRANE BASIN 5 PERMEATE SV CLOSE COMMAND	PI-10	FUTURE
DO		1:9-11				
DO		1:9-12	ZCO-3501	MEMBRANE BASIN 5 INLET GATE OPEN COMMAND	PI-09	NEW
DO		1:9-13	ZCC-3501	MEMBRANE BASIN 5 INLET GATE CLOSE COMMAND	PI-09	NEW
DO		1:9-14	ZCO-3593	PERMEATE PUMP 5 TURBIDITY VALVE OPEN COMMAND	PI-10	NEW
DO		1:9-15	ZCC-3593	PERMEATE PUMP 5 TURBIDITY VALVE CLOSE COMMAND	PI-10	NEW
DO		1:9-16	YC-3906	MBR PROCESS ROOM NORTH START COMMAND	PI-12	NEW
DO		1:9-17	YC-3907	MBR PROCESS ROOM SW HEATERS START COMMAND	PI-12	NEW
DO		1:9-18	YC-3910	MBR PROCESS ROOM SOUTH HEATERS START COMMAND	PI-12	NEW
DO		1:9-19	YC-3913	MBR PROCESS ROOM NW HEATERS START COMMAND	PI-12	NEW
DO		1:9-20				
DO		1:9-21	YC-5031	SODIUM HYPO PUMP 1 START COMMAND	PI-12	NEW
DO		1:9-22	YC-5041	SODIUM HYPO PUMP 2 START COMMAND	PI-12	NEW
DO		1:9-23	ZCO-5051	SODIUM HYPO VALVE 1 OPEN COMMAND	PI-12	NEW
DO		1:9-24	ZCC-5051	SODIUM HYPO VALVE 1 CLOSE COMMAND	PI-12	NEW
DO		1:9-25	ZCO-5052	SODIUM HYPO VALVE 2 OPEN COMMAND	PI-12	NEW
DO		1:9-26	ZCC-5052	SODIUM HYPO VALVE 2 CLOSE COMMAND	PI-12	NEW
DO		1:9-27	ZCO-5053	SODIUM HYPO VALVE 3 OPEN COMMAND	PI-12	NEW
DO		1:9-28	ZCC-5053	SODIUM HYPO VALVE 3 CLOSE COMMAND	PI-12	NEW
DO		1:9-29	ZCO-5054	SODIUM HYPO VALVE 4 OPEN COMMAND	PI-12	NEW
DO		1:9-30	ZCC-5054	SODIUM HYPO VALVE 4 CLOSE COMMAND	PI-12	NEW
DO		1:9-31	ZCO-5055	SODIUM HYPO VALVE 5 OPEN COMMAND	PI-12	FUTURE
DO		1:9-32	ZCC-5055	SODIUM HYPO VALVE 5 CLOSE COMMAND	PI-12	FUTURE
DO		1:9-33	YC-5121	CITRIC ACID PUMP 1 START COMMAND	PI-12	NEW
DO		1:9-34	YC-5131	CITRIC ACID PUMP 2 START COMMAND	PI-12	NEW
DO		1:10-00				
DO		1:10-01	ZCO-5142	CITRIC ACID VALVE 1 OPEN COMMAND	PI-12	NEW
DO		1:10-02	ZCC-5142	CITRIC ACID VALVE 1 CLOSE COMMAND	PI-12	NEW
DO		1:10-03	ZCO-5143	CITRIC ACID VALVE 2 OPEN COMMAND	PI-12	NEW
DO		1:10-04	ZCC-5143	CITRIC ACID VALVE 2 CLOSE COMMAND	PI-12	NEW
DO		1:10-05	ZCO-5144	CITRIC ACID VALVE 3 OPEN COMMAND	PI-12	NEW
DO		1:10-06	ZCC-5144	CITRIC ACID VALVE 3 CLOSE COMMAND	PI-12	NEW
DO		1:10-07	ZCO-5145	CITRIC ACID VALVE 4 OPEN COMMAND	PI-12	NEW
DO		1:10-08	ZCC-5145	CITRIC ACID VALVE 4 CLOSE COMMAND	PI-12	NEW
DO		1:10-09	ZCO-5146	CITRIC ACID VALVE 5 OPEN COMMAND	PI-12	FUTURE
DO		1:10-10	ZCC-5146	CITRIC ACID VALVE 5 CLOSE COMMAND	PI-12	FUTURE
DO		1:10-11	YC-5061	SODIUM HYPO CIRCULATION PUMP 1 START COMMAND	PI-12	NEW
DO		1:10-12	YC-5062	SODIUM HYPO CIRCULATION PUMP 2 START COMMAND	PI-12	NEW
DO		1:10-13				
DO		1:10-14				
DO		1:10-15				

I/O LIST RIO-MB CONTINUED

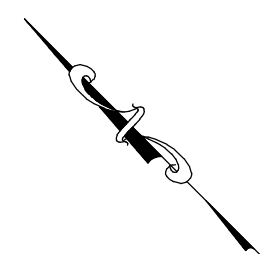
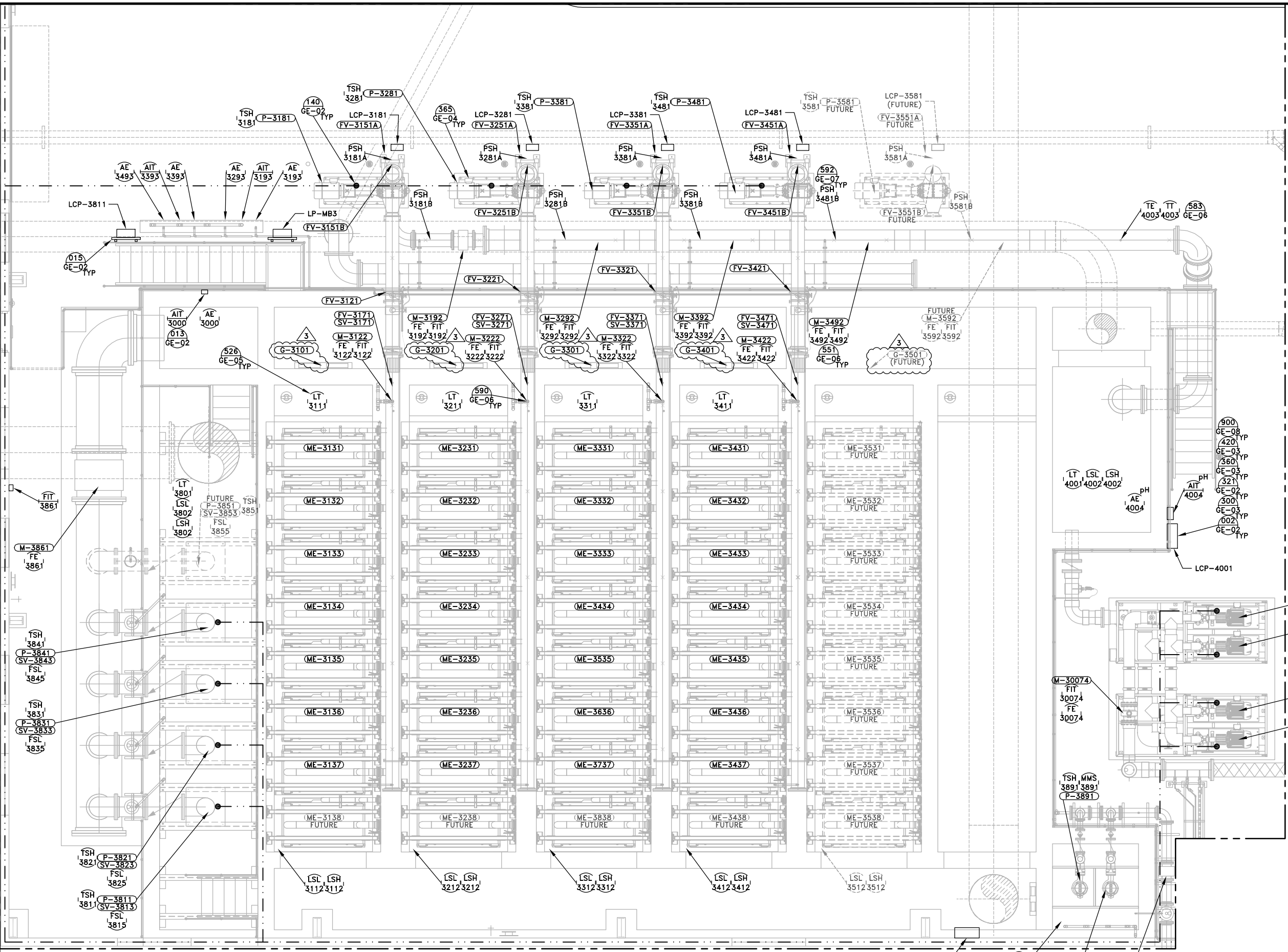
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DO		1:10-17		INSTALLED SPARE		
DO		1:10-18		INSTALLED SPARE		
DO		1:10-19		INSTALLED SPARE		
DO		1:10-20		INSTALLED SPARE		
DO		1:10-21		INSTALLED SPARE		
DO		1:10-22		INSTALLED SPARE		
DO		1:10-23		INSTALLED SPARE		
DO		1:10-24		INSTALLED SPARE		
DO		1:10-25		INSTALLED SPARE		
DO		1:10-26		INSTALLED SPARE		
DO		1:10-27		INSTALLED SPARE		
DO		1:10-28		INSTALLED SPARE		
DO		1:10-29		INSTALLED SPARE		
DO		1:10-30		INSTALLED SPARE		
DO		1:10-31		INSTALLED SPARE		
AI	No	2:1-00	AI-2111	ANOXIC BASIN 3 ORP	PI-06	NEW
AI	No	2:1-01	ZI-2131B	AERATION BASIN 1 VALVE POSITION	PI-06	NEW
AI	No	2:1-02	FI-2132	AERATION BASIN 1 AIR FLOW	PI-06	NEW
AI	No	2:1-03	AI-2151	AERATION BASIN 1 DO 1	PI-06	NEW
AI	No	2:1-04	AI-2152	AERATION BASIN 1 DO 2	PI-06	NEW
AI	No	2:1-05	AI-2162	ANAEROBIC BASIN 1 ORP	PI-06	NEW
AI	No	2:1-06	AI-2211	ANOXIC BASIN 2 ORP	PI-06	NEW
AI	No	2:1-07	ZI-2211B	AERATION BASIN 2 VALVE POSITION	PI-06	NEW
AI	No	2:1-08	FI-2232	AERATION BASIN 2 AIR FLOW	PI-06	NEW
AI	No	2:1-09	AI-2251	AERATION BASIN 2 DO 1	PI-06	NEW
AI	No	2:1-10	AI-2252	AERATION BASIN 2 DO 2	PI-06	NEW
AI	No	2:1-11	AI-2262	ANAEROBIC BASIN 2 ORP	PI-06	NEW
AI	No	2:1-12	AI-2311	ANOXIC BASIN 3 ORP	PI-07	NEW
AI	No	2:1-13	ZI-2311B	AERATION BASIN 3 VALVE POSITION	PI-07	NEW
AI	No	2:1-14	AI-2332	AERATION BASIN 3 AIR FLOW	PI-07	NEW
AI	No	2:1-15	AI-2351	AERATION BASIN 3 DO 1	PI-07	NEW
AI	No	2:2-00	AI-2352	AERATION BASIN 3 DO 2	PI-07	NEW
AI	No	2:2-01	AI-2362	ANAEROBIC BASIN 3 ORP	PI-07	NEW
AI	No	2:2-02	AI-2411	ANOXIC BASIN 4 ORP	PI-07	NEW
AI	No	2:2-03	ZI-2431B	AERATION BASIN 4 VALVE POSITION	PI-07	NEW
AI	No	2:2-04	FI-2432	AERATION BASIN 4 AIR FLOW	PI-07	NEW
AI	No	2:2-05	AI-2451	AERATION BASIN 4 DO 1	PI-07	NEW
AI	No	2:2-06	AI-2452	AERATION BASIN 4 DO 2	PI-07	NEW
AI	No	2:2-07	AI-2462	ANAEROBIC BASIN 4 ORP	PI-07	NEW
AI	Yes	2:2-08	PI-2641	AERATION BASIN AIR PRESSURE	PI-11	NEW
AI	Yes	2:2-09	TI-2642	AERATION BASIN AIR TEMPERATURE	PI-11	NEW
AI	No	2:2-10	ZI-2651	AERATION BASIN AIR BLOW OFF VALVE POSITION	PI-11	NEW
AI	No	2:2-11	FI-2764	DRAIN PUMP STATION FLOW	PI-07	NEW
AI	Yes	2:2-12	LI-3111	MEMBRANE BASIN 1 LEVEL	PI-09	NEW
AI	No	2:2-13	ZI-3121B	MEMBRANE BASIN 1 BLOWER AIR VALVE POSITION	PI-09	NEW
AI	No	2:2-14	FI-3122	MEMBRANE BASIN 1 BLOWER AIR FLOW	PI-09	NEW
AI	Yes	2:2-15	PI-3142	MEMBRANE BASIN 1 PERMEATE PRESSURE	PI-09	NEW
AI	No	2:3-00	FI-3192	PERMEATE PUMP 1 FLOW	PI-10	NEW
AI	No	2:3-01	AI-3193	PERMEATE PUMP 1 TURBIDITY	PI-10	NEW
AI	Yes	2:3-02	LI-3211	MEMBRANE BASIN 2 LEVEL	PI-09	NEW
AI	No	2:3-03	ZI-3221B	MEMBRANE BASIN 2 BLOWER AIR VALVE POSITION	PI-09	NEW
AI	No	2:3-04	FI-3222	MEMBRANE BASIN 2 BLOWER AIR FLOW	PI-09	NEW
AI	Yes	2:3-05	PI-3242	MEMBRANE BASIN 2 PERMEATE PRESSURE	PI-09	NEW
AI	No	2:3-06	FI-3292	PERMEATE PUMP 2 FLOW	PI-10	NEW
AI	Yes	2:3-07	AI-3293	PERMEATE PUMP 2 TURBIDITY	PI-10	NEW
AI	Yes	2:3-08	LI-3311	MEMBRANE BASIN 3 LEVEL	PI-09	NEW
AI	No	2:3-09	ZI-3321B	MEMBRANE BASIN 3 BLOWER AIR VALVE POSITION	PI-09	NEW
AI	No	2:3-10	FI-3322	MEMBRANE BASIN 3 BLOWER AIR FLOW	PI-09	NEW
AI	Yes	2:3-11	PI-3342	MEMBRANE BASIN 3 PERMEATE PRESSURE	PI-09	NEW
AI	No	2:3-12	FI-3392	PERMEATE PUMP 3 FLOW	PI-10	NEW
AI	No	2:3-13	AI-3393	PERMEATE PUMP 3 TURBIDITY	PI-10	NEW
AI	Yes	2:3-14	LI-3411	MEMBRANE BASIN 4 LEVEL	PI-09	NEW
AI	No	2:3-15	ZI-3421B	MEMBRANE BASIN 4 BLOWER AIR VALVE POSITION	PI-09	NEW
AI	No	2:4-00	FI-3422	MEMBRANE BASIN 4 BLOWER AIR FLOW	PI-09	NEW
AI	Yes	2:4-01	PI-3442	MEMBRANE BASIN 4 PERMEATE PRESSURE	PI-09	NEW
AI	No	2:4-02	FI-3492	PERMEATE PUMP 4 FLOW	PI-10	NEW
AI	No	2:4-03	AI-3493	PERMEATE PUMP 4 TURBIDITY	PI-10	NEW
AI	Yes	2:4-04	LI-3511	MEMBRANE BASIN 5 LEVEL	PI-09	FUTURE
AI	No	2:4-05	ZI-3521B	MEMBRANE BASIN 5 BLOWER AIR VALVE POSITION	PI-09	FUTURE
AI	No	2:4-06	FI-3522	MEMBRANE BASIN 5 BLOWER AIR FLOW	PI-09	FUTURE
AI	Yes	2:4-07	PI-3542	MEMBRANE BASIN 5 PERMEATE PRESSURE	PI-09	FUTURE
AI	No	2:4-08	FI-3592	PERMEATE PUMP 5 FLOW	PI-10	FUTURE
AI	No	2:4-09	AI-3593	PERMEATE PUMP 5 TURBIDITY	PI-10	FUTURE
AI	Yes	2:4-10	PI-3741	MEMBRANES AIR PRESSURE	PI-11	NEW
AI	Yes	2:4-11	TI-3742	MEMBRANES AIR TEMPERATURE	PI-11	NEW
AI	No	2:4-12	ZI-3751	MEMBRANES AIR BLOW OFF VALVE POSITION	PI-11	NEW
AI	Yes	2:4-13	LI-3801	MBR FEED PUMP WET WELL LEVEL	PI-08	NEW
AI	No	2:4-14	FI-3861	MBR FEED FLOW	PI-08	NEW
AI	No	2:4-15	FI-3893	WAS/SCUM FLOW	PI-09	NEW
AI	No	2:5-00	AI-4602	BRINE LINE pH LEVEL	PI-17	NEW
AI	No	2:5-01	AI-4603	BRINE LINE CONDUCTIVITY	PI-17	NEW
AI	No	2:5-02	FI-4605	BRINE LINE FLOW	PI-17	NEW
AI	No	2:5-03	LI-5002	SODIUM HYPO TANK LEVEL	PI-12	NEW
AI	Yes	2:5-04	TI-3916	MBR PROCESS ROOM SE TEMPERATURE	NEW	
AI	Yes	2:5-05	TI-3917	MBR PROCESS ROOM SOUTH TEMPERATURE	NEW	
AI	Yes	2:5-06	TI-3918	MBR PROCESS ROOM NW TEMPERATURE	NEW	
AI	Yes	2:5-07	TI-3919	MBR PROCESS ROOM NORTH		

TYPE	LOOP POWERED	RACK/SLOT/POINT	TAGNAME	DESCRIPTION	P&ID SHEET	STATUS
DI		2-14-26	PAI-3507	INSTRUMENT AIR PRESSURE ALARM LOW	PI-10A	NEW
DI		2-14-29	FGI-5072	SODIUM HYPO CIRCULATION PUMPS FLOW TOTAL PULSE	PI-12	NEW
DI		2-14-30		INSTALLED SPARE		
DI		2-14-31		INSTALLED SPARE		
DI		2-15-00	ZI-3101	MEMBRANE BASIN 1 INLET GATE REMOTE	PI-09	NEW
DI		2-15-01	ZIO-3101	MEMBRANE BASIN 1 INLET GATE OPENED	PI-09	NEW
DI		2-15-02	ZIC-3101	MEMBRANE BASIN 1 INLET GATE CLOSED	PI-09	NEW
DI		2-15-03	ZI-3201	MEMBRANE BASIN 2 INLET GATE REMOTE	PI-09	NEW
DI		2-15-04	ZIO-3201	MEMBRANE BASIN 2 INLET GATE OPENED	PI-09	NEW
DI		2-15-05	ZIC-3201	MEMBRANE BASIN 2 INLET GATE CLOSED	PI-09	NEW
DI		2-15-06	ZI-3301	MEMBRANE BASIN 3 INLET GATE REMOTE	PI-09	NEW
DI		2-15-07	ZIO-3301	MEMBRANE BASIN 3 INLET GATE OPENED	PI-09	NEW
DI		2-15-08	ZIC-3301	MEMBRANE BASIN 3 INLET GATE CLOSED	PI-09	NEW
DI		2-15-09	ZI-3401	MEMBRANE BASIN 4 INLET GATE REMOTE	PI-09	NEW
DI		2-15-10	ZIO-3401	MEMBRANE BASIN 4 INLET GATE OPENED	PI-09	NEW
DI		2-15-11	ZIC-3401	MEMBRANE BASIN 4 INLET GATE CLOSED	PI-09	NEW
DI		2-15-12	ZI-3501	MEMBRANE BASIN 5 INLET GATE REMOTE	PI-09	NEW
DI		2-15-13	ZIO-3501	MEMBRANE BASIN 5 INLET GATE OPENED	PI-09	NEW
DI		2-15-14	ZIC-3501	MEMBRANE BASIN 5 INLET GATE CLOSED	PI-09	NEW
DI		2-15-15		INSTALLED SPARE		
DI		2-15-16		INSTALLED SPARE		
DI		2-15-17		INSTALLED SPARE		
DI		2-15-18		INSTALLED SPARE		
DI		2-15-19		INSTALLED SPARE		
DI		2-15-20		INSTALLED SPARE		
DI		2-15-21		INSTALLED SPARE		
DI		2-15-22		INSTALLED SPARE		
DI		2-15-23		INSTALLED SPARE		
DI		2-15-24		INSTALLED SPARE		
DI		2-15-25		INSTALLED SPARE		
DI		2-15-26		INSTALLED SPARE		
DI		2-15-27		INSTALLED SPARE		
DI		2-15-28		RIO-MB SPD FAIL		
DI		2-15-29		RIO-MB 24VDC PSA ALARM		
DI		2-15-30		RIO-MB 24VDC P58 ALARM		
DI		2-15-31		SW-MB-IO ALARM		
Ethernet		ZI-2171	RECYCLE PUMP 1 REMOTE	PI-06	NEW	
Ethernet		YI-2171	RECYCLE PUMP 1 RUN	PI-06	NEW	
Ethernet		YA-2171	RECYCLE PUMP 1 FAIL	PI-06	NEW	
Ethernet		YC-2171	RECYCLE PUMP 1 START COMMAND	PI-06	NEW	
Ethernet		SI-2171	RECYCLE PUMP 1 SPEED	PI-06	NEW	
Ethernet		SC-2171	RECYCLE PUMP 1 SPEED COMMAND	PI-06	NEW	
Ethernet		TAH-2171	RECYCLE PUMP 1 MOTOR TEMPERATURE ALARM HIGH	PI-06	NEW	
Ethernet		MMA-2171	RECYCLE PUMP 1 MOISTURE ALARM	PI-06	NEW	
Ethernet		ZI-2271	RECYCLE PUMP 2 REMOTE	PI-06	NEW	
Ethernet		YI-2271	RECYCLE PUMP 2 RUN	PI-06	NEW	
Ethernet		YA-2271	RECYCLE PUMP 2 FAIL	PI-06	NEW	
Ethernet		YC-2271	RECYCLE PUMP 2 START COMMAND	PI-06	NEW	
Ethernet		SI-2271	RECYCLE PUMP 2 SPEED	PI-06	NEW	
Ethernet		SC-2271	RECYCLE PUMP 2 SPEED COMMAND	PI-06	NEW	
Ethernet		TAH-2271	RECYCLE PUMP 2 MOTOR TEMPERATURE ALARM HIGH	PI-06	NEW	
Ethernet		MMA-2271	RECYCLE PUMP 2 MOISTURE ALARM	PI-06	NEW	
Ethernet		ZI-2371	RECYCLE PUMP 3 REMOTE	PI-07	NEW	
Ethernet		YI-2371	RECYCLE PUMP 3 RUN	PI-07	NEW	
Ethernet		YA-2371	RECYCLE PUMP 3 FAIL	PI-07	NEW	
Ethernet		YC-2371	RECYCLE PUMP 3 START COMMAND	PI-07	NEW	
Ethernet		SI-2371	RECYCLE PUMP 3 SPEED	PI-07	NEW	
Ethernet		SC-2371	RECYCLE PUMP 3 SPEED COMMAND	PI-07	NEW	
Ethernet		TAH-2371	RECYCLE PUMP 3 MOTOR TEMPERATURE ALARM HIGH	PI-07	NEW	
Ethernet		MMA-2371	RECYCLE PUMP 3 MOISTURE ALARM	PI-07	NEW	
Ethernet		ZI-2471	RECYCLE PUMP 4 REMOTE	PI-07	NEW	
Ethernet		YI-2471	RECYCLE PUMP 4 RUN	PI-07	NEW	
Ethernet		YA-2471	RECYCLE PUMP 4 FAIL	PI-07	NEW	
Ethernet		YC-2471	RECYCLE PUMP 4 START COMMAND	PI-07	NEW	
Ethernet		SI-2471	RECYCLE PUMP 4 SPEED	PI-07	NEW	
Ethernet		SC-2471	RECYCLE PUMP 4 SPEED COMMAND	PI-07	NEW	
Ethernet		TAH-2471	RECYCLE PUMP 4 MOTOR TEMPERATURE ALARM HIGH	PI-07	NEW	
Ethernet		MMA-2471	RECYCLE PUMP 4 MOISTURE ALARM	PI-07	NEW	
Ethernet		ZI-2761	DRAIN PUMP 1 REMOTE	PI-07	NEW	
Ethernet		YI-2761	DRAIN PUMP 1 RUN	PI-07	NEW	
Ethernet		YA-2761	DRAIN PUMP 1 FAIL	PI-07	NEW	
Ethernet		YC-2761	DRAIN PUMP 1 START COMMAND	PI-07	NEW	
Ethernet		TAH-2761	DRAIN PUMP 1 MOTOR TEMPERATURE ALARM HIGH	PI-07	NEW	
Ethernet		MMA-2761	DRAIN PUMP 1 MOISTURE ALARM	PI-07	NEW	
Ethernet		ZI-2762	DRAIN PUMP 2 REMOTE	PI-07	NEW	
Ethernet		YI-2762	DRAIN PUMP 2 RUN	PI-07	NEW	
Ethernet		YA-2762	DRAIN PUMP 2 FAIL	PI-07	NEW	
Ethernet		YC-2762	DRAIN PUMP 2 START COMMAND	PI-07	NEW	
Ethernet		TAH-2762	DRAIN PUMP 2 MOTOR TEMPERATURE ALARM HIGH	PI-07	NEW	
Ethernet		MMA-2762	DRAIN PUMP 2 MOISTURE ALARM	PI-07	NEW	
Ethernet		ZI-3181	PERMEATE PUMP 1 REMOTE	PI-10	NEW	
Ethernet		YI-3181A	PERMEATE PUMP 1 FORWARD RUN	PI-10	NEW	
Ethernet		YI-3181B	PERMEATE PUMP 1 REVERSE RUN	PI-10	NEW	
Ethernet		YA-3181	PERMEATE PUMP 1 FAIL	PI-10	NEW	
Ethernet		YC-3181A	PERMEATE PUMP 1 FORWARD COMMAND	PI-10	NEW	
Ethernet		YC-3181B	PERMEATE PUMP 1 REVERSE COMMAND	PI-10	NEW	
Ethernet		SI-3181	PERMEATE PUMP 1 SPEED	PI-10	NEW	
Ethernet		SC-3181	PERMEATE PUMP 1 SPEED CONTROL	PI-10	NEW	
Ethernet		TAH-3181	PERMEATE PUMP 1 MOTOR TEMP ALARM HIGH	PI-10	NEW	
Ethernet		PAH-3181A	PERMEATE PUMP 1 FORWARD FLOW PRES ALARM HIGH	PI-10	NEW	
Ethernet		PAH-3181B	PERMEATE PUMP 1 REVERSE FLOW PRES ALARM HIGH	PI-10	NEW	
Ethernet		ZI-3281	PERMEATE PUMP 2 REMOTE	PI-10	NEW	
Ethernet		YI-3281A	PERMEATE PUMP 2 FORWARD RUN	PI-10	NEW	
Ethernet		YI-3281B	PERMEATE PUMP 2 REVERSE RUN	PI-10	NEW	
Ethernet		YA-3281	PERMEATE PUMP 2 FAIL	PI-10	NEW	
Ethernet		YC-3281A	PERMEATE PUMP 2 FORWARD COMMAND	PI-10	NEW	
Ethernet		YC-3281B	PERMEATE PUMP 2 REVERSE COMMAND	PI-10	NEW	
Ethernet		SI-3281	PERMEATE PUMP 2 SPEED	PI-10	NEW	
Ethernet		SC-3281	PERMEATE PUMP 2 SPEED CONTROL	PI-10	NEW	
Ethernet		TAH-3281	PERMEATE PUMP 2 MOTOR TEMP ALARM HIGH	PI-10	NEW	
Ethernet		PAH-3281A	PERMEATE PUMP 2 FORWARD FLOW PRES ALARM HIGH	PI-10	NEW	
Ethernet		PAH-3281B	PERMEATE PUMP 2 REVERSE FLOW PRES ALARM HIGH	PI-10	NEW	
Ethernet		ZI-3381	PERMEATE PUMP 3 REMOTE	PI-10	NEW	
Ethernet		YI-3381A	PERMEATE PUMP 3 FORWARD RUN	PI-10	NEW	
Ethernet		YI-3381B	PERMEATE PUMP 3 REVERSE RUN	PI-10	NEW	
Ethernet		YA-3381	PERMEATE PUMP 3 FAIL	PI-10	NEW	
Ethernet		YC-3381A	PERMEATE PUMP 3 FORWARD COMMAND	PI-10	NEW	
Ethernet		YC-3381B	PERMEATE PUMP 3 REVERSE COMMAND	PI-10	NEW	
Ethernet		SI-3381	PERMEATE PUMP 3 SPEED	PI-10	NEW	
Ethernet		SC-3381	PERMEATE PUMP 3 SPEED CONTROL	PI-10	NEW	
Ethernet		TAH-3381	PERMEATE PUMP 3 MOTOR TEMP ALARM HIGH	PI-10	NEW	
Ethernet		PAH-3381A	PERMEATE PUMP 3 FORWARD FLOW PRES ALARM HIGH	PI-10	NEW	
Ethernet		PAH-3381B	PERMEATE PUMP 3 REVERSE FLOW PRES ALARM HIGH	PI-10	NEW	
Ethernet		ZI-3481	PERMEATE PUMP 4 REMOTE	PI-10	NEW	
Ethernet		YI-3481A	PERMEATE PUMP 4 FORWARD RUN	PI-10	NEW	
Ethernet		YI-3481B	PERMEATE PUMP 4 REVERSE RUN	PI-10	NEW	
Ethernet		YA-3481	PERMEATE PUMP 4 FAIL	PI-10	NEW	
Ethernet		YC-3481A	PERMEATE PUMP 4 FORWARD COMMAND	PI-10	NEW	
Ethernet		YC-3481B	PERMEATE PUMP 4 REVERSE COMMAND	PI-10	NEW	
Ethernet		SI-3481	PERMEATE PUMP 4 SPEED	PI-10	NEW	
Ethernet		SC-3481	PERMEATE PUMP 4 SPEED CONTROL	PI-10	NEW	
Ethernet		TAH-3481	PERMEATE PUMP 4 MOTOR TEMP ALARM HIGH	PI-10	NEW	
Ethernet		PAH-3481A	PERMEATE PUMP 4 FORWARD FLOW PRES ALARM HIGH	PI-10	NEW	
Ethernet		PAH-3481B	PERMEATE PUMP 4 REVERSE FLOW PRES ALARM HIGH	PI-10	NEW	
Ethernet		ZI-3581	PERMEATE PUMP 5 REMOTE	PI-10	FUTURE	
Ethernet		YI-3581A	PERMEATE PUMP 5 FORWARD RUN	PI-10	FUTURE	
Ethernet		YI-3581B	PERMEATE PUMP 5 REVERSE RUN	PI-10	FUTURE	
Ethernet		YA-3581	PERMEATE PUMP 5 FAIL	PI-10	FUTURE	
Ethernet		YC-3581A	PERMEATE PUMP 5 FORWARD COMMAND	PI-10	FUTURE	
Ethernet		YC-3581B	PERMEATE PUMP 5 REVERSE COMMAND	PI-10	FUTURE	
Ethernet		SI-3581	PERMEATE PUMP 5 SPEED	PI-10	FUTURE	
Ethernet		SC-3581	PERMEATE PUMP 5 SPEED CONTROL	PI-10	FUTURE	
Ethernet		TAH-3581	PERMEATE PUMP 5 MOTOR TEMP ALARM HIGH	PI-10	FUTURE	
Ethernet		PAH-3581A	PERMEATE PUMP 5 FORWARD FLOW PRES ALARM HIGH	PI-10	FUTURE	
Ethernet		PAH-3581B	PERMEATE PUMP 5 REVERSE FLOW PRES ALARM HIGH	PI-10	FUTURE	
Ethernet		ZI-3811	MBR FEED PUMP 1 REMOTE	PI-08	NEW	
Ethernet		YI-3811	MBR FEED PUMP 1 RUN	PI-08	NEW	
Ethernet		YA-3811	MBR FEED PUMP 1 FAIL	PI-08	NEW	
Ethernet		YC-3811	MBR FEED PUMP 1 START COMMAND	PI-08	NEW	
Ethernet		SI-3811	MBR FEED PUMP 1 SPEED	PI-08	NEW	
Ethernet		SC-3811	MBR FEED PUMP 1 SPEED COMMAND	PI-08	NEW	
Ethernet		TAH-3811	MBR FEED PUMP 1 MOTOR TEMPERATURE ALARM HIGH	PI-08	NEW	
Ethernet		FAL-3811	MBR FEED PUMP 1 SEAL WATER FLOW ALARM LOW	PI-08	NEW	
Ethernet		ZI-3821	MBR FEED PUMP 2 REMOTE	PI-08	NEW	
Ethernet		YI-3821	MBR FEED PUMP 2 RUN	PI-08	NEW	
Ethernet		YA-3821	MBR FEED PUMP 2 FAIL	PI-08	NEW	
Ethernet		YC-3821	MBR FEED PUMP 2 START COMMAND	PI-08	NEW	
Ethernet		SI-3821	MBR FEED PUMP 2 SPEED	PI-08	NEW	
Ethernet		SC-3821	MBR FEED PUMP 2 SPEED COMMAND	PI-08	NEW	
Ethernet		TAH-3821	MBR FEED PUMP 2 MOTOR TEMPERATURE ALARM HIGH	PI-08	NEW	
Ethernet		FAL-3821	MBR FEED PUMP 2 SEAL WATER FLOW ALARM LOW	PI-08	NEW	
Ethernet		ZI-3831	MBR FEED PUMP 3 REMOTE	PI-08	NEW	
Ethernet		YI-3831	MBR FEED PUMP 3 RUN	PI-08	NEW	
Ethernet		YA-3831	MBR FEED PUMP 3 FAIL	PI-08	NEW	
Ethernet		YC-3831	MBR FEED PUMP 3 START COMMAND	PI-08	NEW	
Ethernet		SI-3831	MBR FEED PUMP 3 SPEED	PI-08	NEW	
Ethernet		SC-3831	MBR FEED PUMP 3 SPEED COMMAND	PI-08	NEW	
Ethernet		TAH-3831	MBR FEED PUMP 3 MOTOR TEMPERATURE ALARM HIGH	PI-08	NEW	
Ethernet		FAL-3831	MBR FEED PUMP 3 SEAL WATER FLOW ALARM LOW	PI-08	NEW	
Ethernet		ZI-3841	MBR FEED PUMP 4 REMOTE	PI-08	NEW	
Ethernet		YI-3841	MBR FEED PUMP 4 RUN	PI-08	NEW	
Ethernet		YA-3841	MBR FEED PUMP 4 FAIL	PI-08	NEW	
Ethernet		YC-3841	MBR FEED PUMP 4 START COMMAND	PI-08	NEW	
Ethernet		SI-3841	MBR FEED PUMP 4 SPEED	PI-08	NEW	
Ethernet		SC-3841	MBR FEED PUMP 4 SPEED COMMAND	PI-08	NEW	
Ethernet		TAH-3841	MBR FEED PUMP 4 MOTOR TEMPERATURE ALARM HIGH	PI-08	NEW	
Ethernet		FAL-3841	MBR FEED PUMP 4 SEAL WATER FLOW ALARM LOW	PI-08	NEW	
Ethernet		ZI-3851	MBR FEED PUMP 5 REMOTE	PI-08	NEW	
Ethernet		YI-3851	MBR FEED PUMP 5 RUN	PI-08	NEW	
Ethernet		YA-3851	MBR FEED PUMP 5 FAIL	PI-08	NEW	
Ethernet		YC-3851	MBR FEED PUMP 5 START COMMAND	PI-08	NEW	
Ethernet		SI-3851	MBR FEED PUMP 5 SPEED	PI-08	NEW	
Ethernet		SC-3851	MBR FEED PUMP 5 SPEED COMMAND	PI-08	NEW	
Ethernet		TAH-3851	MBR FEED PUMP 5 MOTOR TEMPERATURE ALARM HIGH	PI-08	NEW	
Ethernet		FAL-3851	MBR FEED PUMP 5 SEAL WATER FLOW ALARM LOW	PI-08	NEW	
Ethernet		ZI-3891	WAS/SCUM PUMP 3 REMOTE	PI-09	NEW	
Ethernet		YI-3891	WAS/SCUM PUMP 3 RUNNING	PI-09	NEW	
Ethernet		YA-3891	WAS/SCUM PUMP 3 FAIL	PI-09	NEW	
Ethernet		YC-3891	WAS/SCUM PUMP 3 START COMMAND	PI-09	NEW	
Ethernet		SI-3891	WAS/SCUM PUMP 3 SPEED	PI-09	NEW	
Ethernet		SC-3891	WAS/SCUM PUMP 3 SPEED COMMAND	PI-09	NEW	
Ethernet		TAH-3891	WAS/SCUM PUMP 3 MOTOR TEMP ALARM HIGH	PI-09	NEW	
Ethernet		MMA-3891	WAS/SCUM PUMP 3 MOISTURE ALARM	PI-09	NEW	
Ethernet		ZI-3892	WAS/SCUM PUMP 2 REMOTE	PI-09	NEW	
Ethernet		YI-3892	WAS/SCUM PUMP 2 RUNNING	PI-09	NEW	
Ethernet		YA-3892	WAS/SCUM PUMP 2 FAIL	PI-09	NEW	
Ethernet		YC-3892	WAS/SCUM PUMP 2 START COMMAND	PI-09	NEW	
Ethernet		SI-3892	WAS/SCUM PUMP 2 SPEED	PI-09	NEW	
Ethernet		SC-3892	WAS/SCUM PUMP 2 SPEED COMMAND	PI-09	NEW	
Ethernet		TAH-3892	WAS/SCUM PUMP 2 MOTOR TEMP ALARM HIGH	PI-09	NEW	

I/O LIST RIO-MB CONTINUED

TYPE	LOOP POWERED	RACK/SLOT/POINT	TAGNAME	DESCRIPTION	P&ID SHEET	STATUS
Ethernet		PI-10	PI-10	PERMEATE PUMP 2 FAIL	PI-10	NEW
Ethernet		PI-10	PI-10	PERMEATE PUMP 2 FORWARD COMMAND	PI-10	NEW
Ethernet		PI-10	PI-10	PERMEATE PUMP 2 REVERSE COMMAND	PI-10	NEW
Ethernet		PI-10	PI-10	PERMEATE PUMP 2 SPEED	PI-10	NEW
Ethernet		PI-10	PI-10	PERMEATE PUMP 2 SPEED CONTROL	PI-10	NEW
Ethernet		PI-10	PI-10	PERMEATE PUMP 2 MOTOR TEMP ALARM HIGH	PI-10	NEW
Ethernet		PI-10	PI-10	PERMEATE PUMP 2 FORWARD FLOW PRES ALARM HIGH	PI-10	NEW
Ethernet		PI-10	PI-10	PERMEATE PUMP 2 REVERSE FLOW PRES ALARM HIGH	PI-10	NEW
Ethernet		PI-10	PI-10	PERMEATE PUMP 3 REMOTE	PI-10	NEW
Ethernet		PI-10	PI-10	PERMEATE PUMP 3 FORWARD RUN	PI-10	NEW
Ethernet		PI-10	PI-10	PERMEATE PUMP 3 REVERSE RUN	PI-10	NEW
Ethernet		PI-10	PI-10	PERMEATE PUMP 3 FAIL	PI-10	NEW
Ethernet		PI-10	PI-10	PERMEATE PUMP 3 FORWARD COMMAND	PI-10	NEW
Ethernet		PI-10	PI-10	PERMEATE PUMP 3 REVERSE COMMAND	PI-10	NEW
Ethernet		PI-10	PI-10	PERMEATE PUMP 3 SPEED	PI-10	NEW
Ethernet		PI-10	PI-10	PERMEATE PUMP 3 SPEED CONTROL	PI	

10/26/2020 C:\USERS\DAVID\LEAVITT\AQUA ENGINEERING\BEAUMONT - DOCUMENTS\WEBB170227 SALT MITIGATION WWTP UPGRADE\050 DRAFTING\997 ELECTRICAL\13 LE-09 MEMBRANE BLDG - PROCESS AREA 1.DWG



- NOTES:**
- 1 CONDUIT SHALL ONLY RUN EXPOSED WHERE NECESSARY. ALL EXPOSED CONDUIT SHALL BE PVC COATED GR. PANELS SHALL BE STAINLESS STEEL NEMA 4X.
 - 2 CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING CONDUIT DETAILS AND A CONDUIT ROUTING PLAN IN AUTOCAD FORMAT TO THE ELECTRICAL ENGINEER FOR APPROVAL.
 - 3 LIMIT EXPOSED CONDUITS, 90° BENDS, AND WALL PENETRATIONS. MAINTAIN SEPARATION BETWEEN SIGNAL AND POWER-CARRYING CONDUITS.

MEMBRANE BLDG - PROCESS AREA 1
 1/4" = 1'-0"
 0 4 8
 Scale in Feet

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					MPJ	DCL	DCL
1	01/18/19	MPJ	MPJ	DCL	Item 12.		
2	06/24/19	MPJ	MPJ	DCL			
3	10/26/20	MPJ	MPJ	DCL			

CITY OF BEAUMONT
SALT MITIGATION WWTP UPGRADE
ELECTRICAL - LAYOUT
MEMBRANE BLDG - PROCESS AREA 1

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SHEET 102 OF 172

DRAWING IS TO SCALE
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 1/2" = HALF SCALE


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PANEL	LP-MB2	VOLTAGE	120/208		MAIN CB 125 AMP		BUS AMPS 125 AMP		CIRCUIT DESCRIPTION
			CB TYPE	BOLT-ON	MOUNTING SURFACE	PHASE A	PHASE B	PHASE C		BKR AIC 22KA	BKR
CYC-48		38/1	1	1200					AB 3&4 SOUTH LIGHTS / RECEPTACLES
AB 1&2 SOUTH LIGHTS / RECEPTACLES		20/1	3	600					AB 3&4 SOUTH LIGHTS / RECEPTACLES
AB 1&2 NORTH LIGHTS / RECEPTACLES		20/1	5			800			AIT-2162 ANOXIC / AEROBIC 3 ORP
AIT-2162 ANOXIC / AEROBIC 1 ORP		15/1	7	100					FV-2131 AERATION TANK 1 FLOW VALVE
FV-2131 AERATION TANK 1 FLOW VALVE		15/1	9	720		720			FIT-2132 AERATION TANK 1 AIR FLOW METER
FIT-2132 AERATION TANK 1 AIR FLOW METER		15/1	11			100			AIT-2151 AERATION BASIN 1 DO PROBE 1
AIT-2151 AERATION BASIN 1 DO PROBE 1		15/1	13	190					AIT-2152 AERATION BASIN 1 DO PROBE 2
AIT-2152 AERATION BASIN 1 DO PROBE 2		15/1	15	190					FV-2231 AERATION TANK 2 FLOW VALVE
FV-2231 AERATION TANK 2 FLOW VALVE		15/1	17	720		720			FIT-2232 AERATION TANK 2 AIR FLOW METER
FIT-2232 AERATION TANK 2 AIR FLOW METER		15/1	19	100					AIT-2251 AERATION BASIN 2 DO PROBE 1
AIT-2251 AERATION BASIN 2 DO PROBE 1		15/1	21	100					AIT-2252 AERATION BASIN 2 DO PROBE 2
AIT-2252 AERATION BASIN 2 DO PROBE 2		15/1	23	190					FIT-2253 WAS/SCUM FLOW METER
FIT-2253 WAS/SCUM FLOW METER		15/1	25	249		190			PLC-RO
PLC-RO		20/1	27	190		190			RIO-RO1
RIO-RO1		20/1	29			500			RIO-RO2
RIO-RO2		20/1	31	500		450			RIO-RO3
RIO-RO3		20/1	33	100		500			RIO-RO4
RIO-RO4		20/1	35	450		500			RIO-RO5
RIO-RO5		20/1	37	500		100			RIO-RO6 (FUTURE)
RIO-RO6 (FUTURE)		20/1	39	1000		500			AIT-4802 BRINE LINE pH
AIT-4802 BRINE LINE pH		15/1	41	100		2500			AIT-4803 BRINE LINE CONDUCTIVITY
AIT-4803 BRINE LINE CONDUCTIVITY		15/1	43	2500		100			ME-4604 BRINE LINE SAMPLER
ME-4604 BRINE LINE SAMPLER		15/1	45	100		100			FIT-4605 BRINE LINE FLOW METER
FIT-4605 BRINE LINE FLOW METER		15/1	47	100		200			BRINE VAULT LIGHTS-RECEPTACLE
BRINE VAULT LIGHTS-RECEPTACLE		20/1	49	540		450			FIT-2764 DRAIN PUMP FLOW
FIT-2764 DRAIN PUMP FLOW		20/1	51			100			
		20/1	53			636			
		20/1	55						
		20/1	57						
		20/1	59						
		20/1	61						
		20/1	63						
		20/1	65						
		20/1	67	2790					
		20/1	69			2500			
		20/1	71			2100			
CONNECTED VA PER PHASE				10689.0		8760.0		10258.0	NOTES
CONNECTED AMPS PER PHASE				86.1		73.0		86.5	
25% OF CONTINUOUS & LIGHTING LOAD (VA)				2672.3		2190.0		2584.0	
CODE VA PER PHASE				13361.3		10950.0		12820.0	
CODE AMPS PER PHASE				111.3		91.3		108.8	

LP-MB2 LOAD CALCULATIONS

PANEL	LP-MB3	VOLTAGE	120/208		MAIN CB 70 AMP		BUS AMPS 125 AMP		CIRCUIT DESCRIPTION
			CB TYPE	BOLT-ON	MOUNTING SURFACE	PHASE A	PHASE B	PHASE C		BKR AIC 22KA	BKR
FV-3121 MBR 1 AIR VALVE		15/1	1	200					FV-3221 MBR 2 AIR VALVE
FIT-3122 MBR 1 AIR FLOW METER		15/1	3	200		100			FIT-3222 MBR 2 AIR FLOW METER
FV-3151A/B MBR 1 AIR PURGE VALVES		15/1	5			100			FV-3251A/B MBR 2 AIR PURGE VALVES
FV-3171 MBR 1 PERMEATE INLET VALVE		15/1	7	200		200			FV-3271 MBR 2 PERMEATE INLET VALVE
FV-3181 MBR 1 PERMEATE OUTLET VALVE		15/1	9	200		200			FV-3291 MBR 2 PERMEATE OUTLET VALVE
FIT-3182 MBR 1 PERMEATE FLOW METER		15/1	11			200			FIT-3292 MBR 2 PERMEATE FLOW METER
AIT-3193 MBR 1/2 TURBIDITY ANALYZER		15/1	13	100		100			FV-3421 MBR 4 AIR VALVE
FV-3321 MBR 3 AIR VALVE		15/1	15	200		200			FIT-3422 MBR 4 AIR FLOW METER
FIT-3322 MBR 3 AIR FLOW METER		15/1	17			100			FV-3451A/B MBR 4 AIR PURGE VALVES
FV-3351A/B MBR 3 AIR PURGE VALVES		15/1	19	200		200			FV-3471 MBR 4 PERMEATE INLET VALVE
FV-3371 MBR 3 PERMEATE INLET VALVE		15/1	21	200		200			FV-3491 MBR 4 PERMEATE OUTLET VALVE
FV-3381 MBR 3 PERMEATE OUTLET VALVE		15/1	23			200			FIT-3492 MBR 4 PERMEATE FLOW METER
FIT-3382 MBR 3 PERMEATE FLOW METER		15/1	25	100		100			FV-3521 MBR 5 AIR VALVE
FV-3521 MBR 5 AIR VALVE		15/1	27	100		200			FIT-3522 MBR 5 AIR FLOW METER
FIT-3522 MBR 5 AIR FLOW METER		15/1	29			100			FV-3551A/B MBR 5 AIR PURGE VALVES
FV-3551A/B MBR 5 AIR PURGE VALVES		15/1	31	200		200			FV-3571 MBR 5 PERMEATE INLET VALVE
FV-3571 MBR 5 PERMEATE INLET VALVE		15/1	33	200		200			FV-3591 MBR 5 PERMEATE OUTLET VALVE
FV-3591 MBR 5 PERMEATE OUTLET VALVE		15/1	35			200			FIT-3592 MBR 5 PERMEATE FLOW METER
FIT-3592 MBR 5 PERMEATE FLOW METER		15/1	37	100		100			AIT-3593 MBR 5/2 TURBIDITY ANALYZER
AIT-3593 MBR 5/2 TURBIDITY ANALYZER		15/1	39			100			AIT-3080 MBR TSS ANALYZER
AIT-3080 MBR TSS ANALYZER		15/1	41			100			G-3101 MBR 1 INLET GATE
G-3101 MBR 1 INLET GATE		15/1	43	500		500			G-3201 MBR 3 INLET GATE
G-3201 MBR 3 INLET GATE		15/1	45	500		500			G-3301 MBR 3 INLET GATE
G-3301 MBR 3 INLET GATE		15/1	47						G-3501 MBR 5 INLET GATE (FUTURE)
G-3501 MBR 5 INLET GATE (FUTURE)		15/1	49						
		15/1	51						
		15/1	53						
CONNECTED VA PER PHASE				3300.0		2800.0		2400.0	NOTES
CONNECTED AMPS PER PHASE				27.5		23.3		20.0	
25% OF CONTINUOUS & LIGHTING LOAD (VA)				825.0		700.0		600.0	
CODE VA PER PHASE				4125.0		3500.0		3000.0	
CODE AMPS PER PHASE				34.4		29.2		25.0	

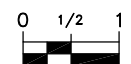
LP-MB3 LOAD CALCULATIONS



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AB	04/24/20	MPJ	DCL	

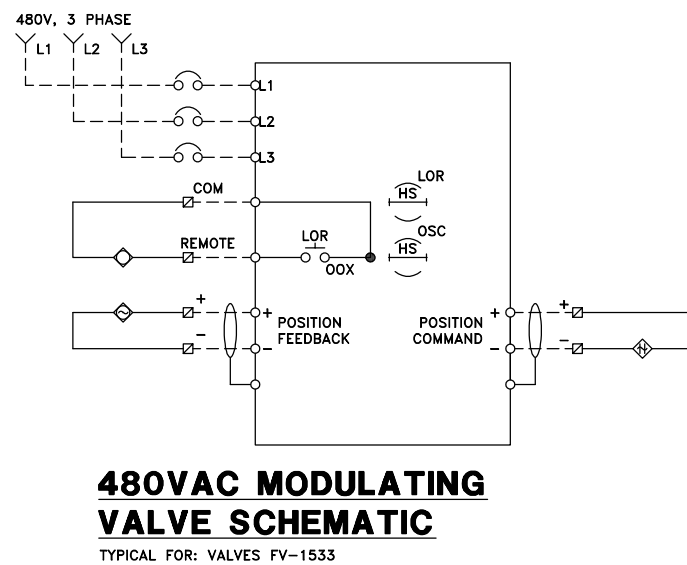
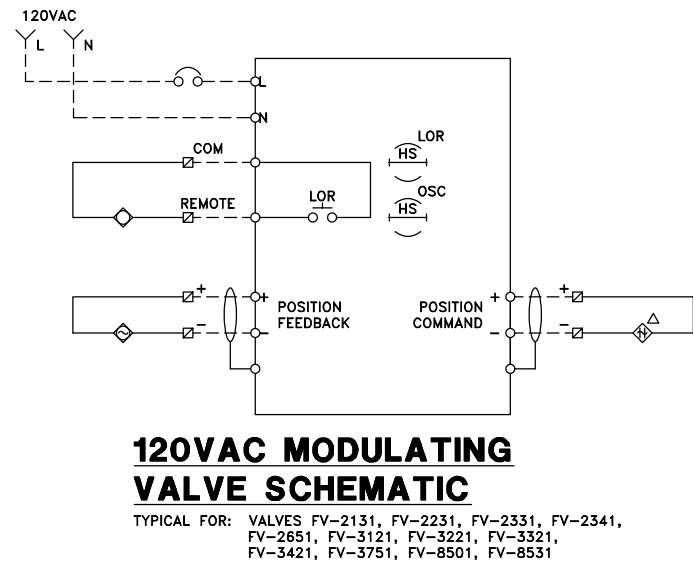
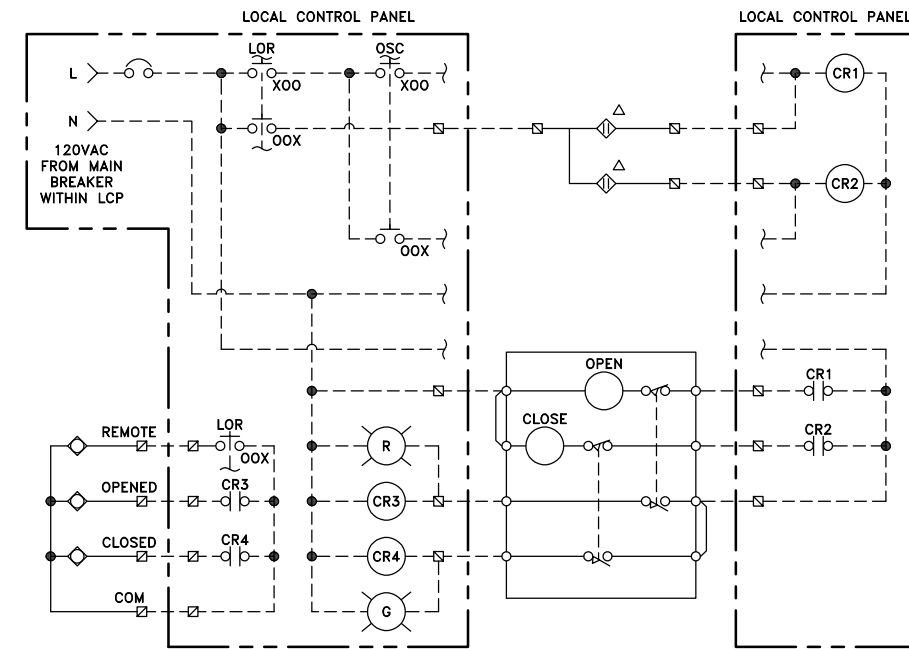
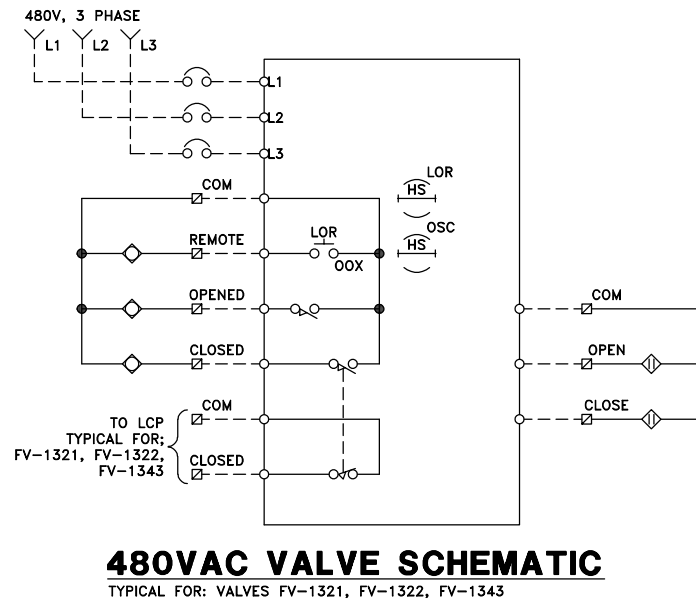
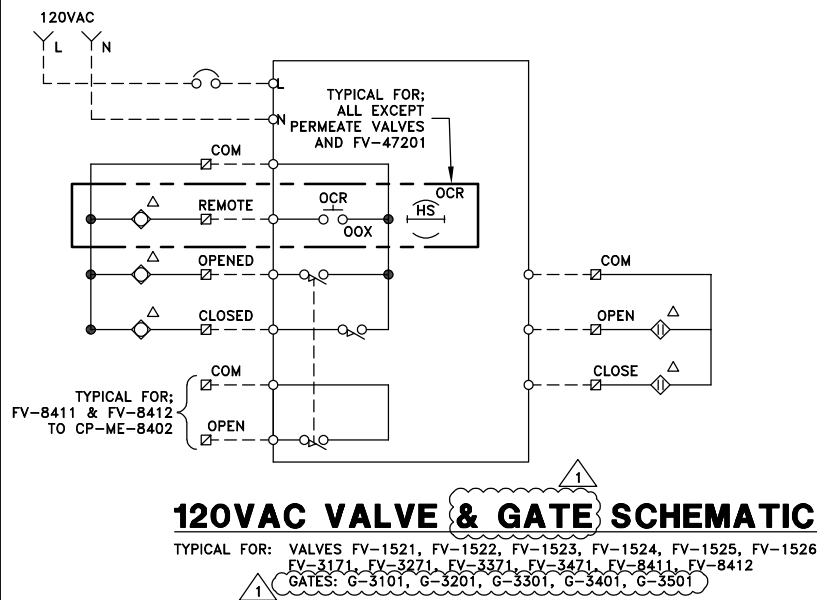
REVISIONS	MPJ	DCL
1	04/22/19	MPJ
2	06/24/19	MPJ
3	10/26/20	MPJ

CITY OF BEAUMONT
SALT MITIGATION WWTP UPGRADE
ELECTRICAL - POWER DISTRIBUTION
CALCULATIONS 4



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Item 12.



NOTES:

1. TYPICAL SCHEMATIC DIAGRAMS ARE INTENDED TO REFLECT THE GENERAL CONTROL STRATEGY. ACTUAL CIRCUITRY MAY VARY FOR SPECIFIC EQUIPMENT SUPPLIED. THE NUMBER AND TYPE OF DEVICES SHALL BE FURNISHED AS REQUIRED FOR PROPER OPERATION OF THE EQUIPMENT.
2. CONTROL SWITCHES SHALL BE DOOR MOUNTED ON THEIR RESPECTIVE PANELS. DEVICES SHALL BE RATED FOR LINE VOLTAGE AND 125% OF LOAD CURRENT.
3. LOCAL CONTROLS SHALL BE INSTALLED ACCORDING TO P&ID'S AND NOT NECESSARILY AS SHOWN ON SCHEMATICS. SEE LCP SCHEMATICS AND CONDUIT SCHEDULE FOR EXACT WIRING.

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CITY OF BEAUMONT
 SALT MITIGATION WWTP UPGRADE
 ELECTRICAL - POWER DISTRIBUTION
 VALVE SCHEMATICS

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SHEET 139 OF 172

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POWER CONDUIT									
CONDUIT	SIZE	CONDUCTORS	SERVICE	FROM	TO	COMBINED IN	DUCTBANKS	NOTES	
P1461	1"	3#10 W/#12 GND	480VAC	MCC-HW2	ME-1461		101 105		
P1501	1"	2#10 W/#10 GND	120VAC	LP-SH	LIT-1501	P1501+	303.1, 303.2		
P1502	1"	2#10 W/#10 GND	120VAC	LP-SH	LIT-1502	P1501+	303.1, 303.2		
P1511	1"	2#10 W/#10 GND	120VAC	LP-SH	LCP-1511		303.1, 303.2		
P1514	1"	2#10 W/#10 GND	120VAC	LP-SH	LCP-1514		303.1, 303.2		
P1531	1.5"	3#4 W/#8 GND	480VAC	MCC-EQ	P-1531		303.1, 303.2		
P1532	1.5"	3#4 W/#8 GND	480VAC	MCC-EQ	P-1532		303.1, 303.2		
P1533	1.5"	3#4 W/#8 GND	480VAC	MCC-EQ	P-1533		303.1, 303.2		
P1541	1"	2#12 W/#12 GND	120VAC	LP-SH	FIT-1541	P1501+	303.1, 303.2		
P1611	1"	3#8 W/#10 GND	480VAC	DP-HW2	LCP-ME-1611		101, 104, 104.3		
P1611A	1"	3#12 W/#12 GND	480VAC	LCP-ME-1611	ME-1611				
P1621	1"	2#12 W/#12 GND	120VAC	LCP-ME-1611	SV-1621				
P1632	1"	2#12 W/#12 GND	120VAC	LCP-ME-1611	P-1632				
P1711	1"	3#8 W/#10 GND	480VAC	DP-HW2	LCP-ME-1711		101, 105		
P1711A	1"	3#12 W/#12 GND	480VAC	LCP-ME-1711	ME-1711				
P1721	1"	2#12 W/#12 GND	120VAC	LCP-ME-1711	SV-1721				
P1732	1"	2#12 W/#12 GND	120VAC	LCP-ME-1711	P-1732				
P1811	1"	3#8 W/#10 GND	480VAC	MCC-HW1	DS-P-1811		101, 101.2		
P1811A	2"	MFR CABLE	480VAC	DS-P-1811	P-1811				
P1821	1"	3#8 W/#10 GND	480VAC	MCC-HW2	DS-P-1821		101, 101.2		
P1821A	2"	MFR CABLE	480VAC	DS-P-1821	P-1821				
P1822	1"	2#12 W/#12 GND	120VAC	LP-MB1	FIT-1822		101, 101.2		
P1901	1"	3#10 W/#12 GND	480VAC	DP-HW1	H-1901				
P1902	1"	3#10 W/#12 GND	480VAC	DP-HW2	H-1902				
P1903	1"	3#12 W/#12 GND	480VAC	DP-HW1	H-1903				
P1904	1"	3#12 W/#12 GND	480VAC	DP-HW2	H-1904				
P2111	1"	2#12 W/#12 GND	120VAC	LP-MB2	AIT-2111	P0251+, P2111-	202, 204		
P2131	3/4"	2#12 W/#12 GND	120VAC	LP-MB2	FV-2131	P2131+, P2151+, P2152+	203, 205		
P2132	3/4"	2#12 W/#12 GND	120VAC	LP-MB2	FIT-2132	P2131+, P2151+, P2152+	203, 205		
P2151	3/4"	2#12 W/#12 GND	120VAC	LP-MB2	AIT-2151	P2151+, P2152+	203, 205		
P2152	3/4"	2#12 W/#12 GND	120VAC	LP-MB2	AIT-2152	P2152+	203, 205		
P2171	1.25"	VFD CABLE 3#8 W/#10 GND	480VAC	MCC-MB1	LCP-P-2171		202, 204		
P2211	1"	2#12 W/#12 GND	120VAC	LP-MB2	AIT-2211	P0251+, P2111-	202, 204		
P2231	3/4"	2#12 W/#12 GND	120VAC	LP-MB2	FV-2231	P2231+, P2251+, P2252+	203, 205		
P2232	3/4"	2#12 W/#12 GND	120VAC	LP-MB2	FIT-2232	P2231+, P2251+, P2252+	203, 205		
P2251	3/4"	2#12 W/#12 GND	120VAC	LP-MB2	AIT-2251	P2251+, P2252+	203, 205		
P2252	3/4"	2#12 W/#12 GND	120VAC	LP-MB2	AIT-2252	P2252+	203, 205		
P2271	1.25"	VFD CABLE 3#8 W/#10 GND	480VAC	MCC-MB2	LCP-P-2271		202, 204		
P2311	1"	2#12 W/#12 GND	120VAC	LP-MB2	AIT-2311	P0253+, P2311-	202, 204		
P2331	3/4"	2#12 W/#12 GND	120VAC	LP-MB2	FV-2331	P2331+, P2351+, P2352+	203, 205		
P2332	3/4"	2#12 W/#12 GND	120VAC	LP-MB2	FIT-2332	P2331+, P2351+, P2352+	203, 205		
P2351	3/4"	2#12 W/#12 GND	120VAC	LP-MB2	AIT-2351	P2351+, P2352+	203, 205		
P2352	3/4"	2#12 W/#12 GND	120VAC	LP-MB2	AIT-2352	P2352+	203, 205		
P2371	1.25"	VFD CABLE 3#8 W/#10 GND	480VAC	MCC-MB1	LCP-P-2371		202, 204		
P2411	1"	2#12 W/#12 GND	120VAC	LP-MB1	AIT-2411	P0253+, P2311-	202, 204		
P2431	3/4"	2#12 W/#12 GND	120VAC	LP-MB2	FV-2431	P2431+, P2451+, P2452+	203, 205		
P2432	3/4"	2#12 W/#12 GND	120VAC	LP-MB2	FIT-2432	P2431+, P2451+, P2452+	203, 205		
P2451	3/4"	2#12 W/#12 GND	120VAC	LP-MB2	AIT-2451	P2451+, P2452+	203, 205		
P2452	3/4"	2#12 W/#12 GND	120VAC	LP-MB2	AIT-2452	P2452+	203, 205		
P2471	1.25"	VFD CABLE 3#8 W/#10 GND	480VAC	MCC-MB2	LCP-P-2471		202, 204		
P2801	2.4"	12 SETS OF 3-350MCM W/#1 GND	480VAC	SWGR-MB	LCP-ME-2801				
P2811	2.4"	12 SETS OF 3-350MCM W/#1 GND	480VAC	SWGR-MB	LCP-ME-2811				
P2821	2.4"	12 SETS OF 3-350MCM W/#1 GND	480VAC	SWGR-MB	LCP-ME-2821				
P2831	2.4"	WIRE FUTURE	480VAC	SWGR-MB	LCP-ME-2831				STRIP UP AND CAP
P2851	1"	2#12 W/#12 GND	120VAC	LP-MB2	FV-2851		202, 204, 204.1		
P2781	1.25"	3#8 W/#10 GND	480VAC	MCC-MB1	LCP-2781				
P2761A	2"	MFR CABLE	480VAC	LCP-2781	P-2781				
P2782	1.25"	3#8 W/#10 GND	480VAC	MCC-MB2	LCP-2781		202, 204, 204.1		
P2762A	2"	MFR CABLE	480VAC	LCP-2781	P-2782				
P2784	1"	2#12 W/#12 GND	120VAC	LP-MB2	FIT-2784		202, 204, 204.1		
P3000	1"	2#12 W/#12 GND	120VAC	LP-MB2	AIT-3000				
P3001	1"	3#12 W/#12 GND	480VAC	DP-MB	DS-CP-3001				
P3001A	1"	3#12 W/#12 GND	480VAC	DS-CP-3001	CP-3001				
P3004	1"	2#12 W/#12 GND	120VAC	LP-MB1	CP-3004 SV-3004				ROUTE POWER THROUGH A 20A, 120VAC DISCONNECT SWITCH
P3121	1"	10#12 W/#12 GND	120VAC	LP-MB3	FV-3121, FIT-3122, FV-3151A, FV-3151B, FV-3171				
P3181	1.25"	3#4 W/#8 GND 2#14	480VAC	MCC-MB1	P-3181				
P3191	1"	6#12 W/#12 GND	120VAC	LP-MB3	FV-3911, FIT-3192, G-3101				
P3192	1"	10#12 W/#12 GND	120VAC	LP-MB3	SV-3192, 3292, 3392, 3492, 3592				
P3193	1"	6#12 W/#12 GND	120VAC	LP-MB3	AIT-3193, 3293, 3393				
P3221	1"	10#12 W/#12 GND	120VAC	LP-MB3	FV-3221, FIT-3222, FV-3251A, FV-3251B, FV-3271				
P3281	1.25"	3#4 W/#8 GND 2#14	480VAC	MCC-MB2	P-3281				
P3291	1"	6#12 W/#12 GND	120VAC	LP-MB3	FV-3911 FIT-3292 G-3201				
P3321	1"	10#12 W/#12 GND	120VAC	LP-MB3	FV-3321, FIT-3322, FV-3351A, FV-3351B, FV-3371				
P3381	1.25"	3#4 W/#8 GND 2#14	480VAC	MCC-MB1	P-3381				
P3391	1"	6#12 W/#12 GND	120VAC	LP-MB3	FV-3911, FIT-3392 G-3301				
P3421	1"	10#12 W/#12 GND	120VAC	LP-MB3	FV-3421, FIT-3422, FV-3451A, FV-3451B, FV-3471				
P3481	1.25"	3#4 W/#8 GND 2#14	480VAC	MCC-MB2	P-3481				
P3491	1"	6#12 W/#12 GND	120VAC	LP-MB3	FV-3911, FIT-3492 G-3401				
P3521	1"	10#12 W/#12 GND	120VAC	LP-MB3	FV-3521, FIT-3522, FV-3551A, FV-3551B, FV-3571				
P3581	1.25"	WIRE FUTURE	480VAC	MCC-MB1	P-3581				STRIP UP AND CAP
P3591	1"	WIRE FUTURE	120VAC	LP-MB3	FV-3911, FIT-3592 G-3501				STRIP UP AND CAP
P3701	2.4"	12 SETS OF 3-40 W/#2 GND	480VAC	SWGR-MB	LCP-ME-3701				STRIP UP AND CAP
P3711	2.4"	12 SETS OF 3-40 W/#2 GND	480VAC	SWGR-MB	LCP-ME-3711				
P3721	2.4"	12 SETS OF 3-40 W/#2 GND	480VAC	SWGR-MB	LCP-ME-3721				
P3731	2.4"	WIRE FUTURE	480VAC	SWGR-MB	LCP-ME-3731				STRIP UP AND CAP
P3751	1"	2#12 W/#12 GND	120VAC	LP-MB2	FV-3751				
P3811	2"	3#3 W/#6 GND 2#14	480VAC	MCC-MB1	P-3811				
P3821	2"	3#3 W/#6 GND 2#14	480VAC	MCC-MB2	P-3821				
P3831	2"	3#3 W/#6 GND 2#14	480VAC	MCC-MB1	P-3831				
P3841	2"	3#3 W/#6 GND 2#14	480VAC	MCC-MB2	P-3841				
P3851	2"	WIRE FUTURE	480VAC	MCC-MB1	P-3851 (FUTURE)				STRIP OUT AND CAP CONDUIT NEAR FUTURE PUMP LOCATION
P3861	1"	2#12 W/#12 GND	120VAC	LP-MB2	FIT-3861				
P3891	1"	VFD CABLE 3#10 W/#10 GND	480VAC	MCC-MB1	LCP-3891				THRU 480VAC CABLE TRAY
P3891A	1.5"	MFR CABLE	480VAC	LCP-3891	P-3891				
P3892	1"	VFD CABLE 3#10 W/#10 GND	480VAC	MCC-MB2	LCP-3891				THRU 480VAC CABLE TRAY
P3892A	1.5"	MFR CABLE	480VAC	LCP-3891	P-3892				
P3893	3/4"	2#12 W/#12 GND TC	120VAC	LP-MB2	FIT-3893				THRU 120VAC CABLE TRAY
P3901	3/4"	3#12 W/#12 GND TC	480VAC	MCC-MB1	H-3901				THRU 480VAC CABLE TRAY
P3902	3/4"	3#12 W/#12 GND TC	480VAC	MCC-MB2	H-3902				THRU 480VAC CABLE TRAY
P3903	3/4"	3#12 W/#12 GND TC	480VAC	MCC-MB1	H-3903				THRU 480VAC CABLE TRAY
P3904	3/4"	3#12 W/#12 GND TC	480VAC	MCC-MB2	H-3904				THRU 480VAC CABLE TRAY
P3905	3/4"	2#12 W/#12 GND TC	120VAC	LP-MB1	H-3905				
P3906	1"	2#12 W/#12 GND	120VAC	LP-MB1	H-3906				
P3907	3/4"	2#12 W/#12 GND TC	120VAC	LP-MB1	H-3907				THRU 120VAC CABLE TRAY
P3908	3/4"	2#12 W/#12 GND TC	120VAC	H-3907	H-3908	C3907+			THRU 120VAC CABLE TRAY
P3909	3/4"	2#12 W/#12 GND TC	120VAC	H-3907	H-3909	C3907+			THRU 120VAC CABLE TRAY

- NOTES:
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CONDUIT UPDATED

4

CONDUIT UPDATED

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CONDUIT UPDATED

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CONDUIT UPDATED

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NO.	DESIGN	DRAWN	CHECKED
AB	04/24/20	MPJ	DCL

CITY OF BEAUMONT

SALT MITIGATION WWTP UPGRADE

ELECTRICAL - CONDUITS AND DUCTBANKS

CONDUIT SCHEDULE 2

AQUA ENGINEERING

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DRAWING IS TO SCALE
IF BAR MEASURES:
1" = FULL SCALE
1/2" = HALF SCALE

0 1/2 1

SHEET 144 OF

CONDUIT	SIZE	CONDUCTORS	SERVICE	SIGNAL CONDUIT		COMBINED	DUCTBANKS	NOTES
				FROM	TO			
S0400	1.5"	WIRE FUTURE	SIGNAL	CTC-MB	EXISTING GATE CONTROLLER		205.1	
S1114	1"	WIRE FUTURE	SIGNAL	FUTURE CP-ME-1112	HH-50		101, 104	
S1124	1"	2 TSP	SIGNAL	CP-ME-1122	LDIT-1124		101, 104, 104.5	
S1124A	3/4"	MFR CABLE	SIGNAL	LDT-1124	LE-1124A			
S1124B	3/4"	MFR CABLE	SIGNAL	LDT-1124	LE-1124B			
S1161	1.5"	6 TSP	SIGNAL	EXISTING LCP-1161	RIO-HW		101, 104, 104.4	
S1164	1"	1 TSP	SIGNAL	EXISTING LCP-1161	EXISTING ME-1164			REUSE EXISTING CONDUIT AND WIRE
S1301	1"	2 TSP	INTRINSICALLY SAFE	LCP-1311	JB-1301			
S1311	1"	2 TSP	SIGNAL	RIO-HW	LCP-1311		101, 2	
S1332	1"	2 PAIR TW/SH	SIGNAL	RIO-HW	FIT-1332	S1332-	101, 2	
S1332A	1"	MFR CABLE	SIGNAL	FIT-1332	FE-1332			
S1342	1"	2 PAIR TW/SH	SIGNAL	RIO-HW	FIT-1342	S1332-	101, 2	
S1342A	1"	MFR CABLE	SIGNAL	FIT-1342	FE-1342			
S1412	1"	2 PAIR TW/SH #18	SIGNAL	CP-ME-1413	LIT-1412	S1741-	101, 105	
S1412A	1"	1 TSP #18	SIGNAL	LIT-1412	LE-1412A			
S1412B	1"	1 TSP #18	SIGNAL	LIT-1412	LE-1412B			
S1422	1"	2 PAIR TW/SH #18	SIGNAL	CP-ME-1423	LIT-1422	S1741-	101, 105	
S1422A	1"	1 TSP #18	SIGNAL	LIT-1422	LE-1422A			
S1422B	1"	1 TSP #18	SIGNAL	LIT-1422	LE-1422B			
S1432	1"	2 PAIR TW/SH #18	SIGNAL	CP-ME-1433	LIT-1432	S1741-	101, 105	STUB UP CONDUIT AND CAP
S1501	1"	1 TSP	SIGNAL	RIO-SR	LIT-1501	S1501-	303.1, 303.2	
S1501A	1"	MFR CABLE	SIGNAL	LIT-1501	LE-1501			
S1502	1"	1 TSP	SIGNAL	RIO-SR	LIT-1502	S1501-	303.1, 303.2	
S1502A	1"	MFR CABLE	SIGNAL	LIT-1502	LE-1502			
S1541	1"	2 PAIR TW/SH	SIGNAL	RIO-SR	FIT-1541	S1501-	303.1, 303.2	
S1541A	1"	MFR CABLE	SIGNAL	FIT-1541	FE-1541			
S1541B	1"	3 TSP	SIGNAL	RIO-HW	AIT-1541		101, 104, 104.3	
S1741	1"	3 TSP	SIGNAL	RIO-HW	AIT-1741	S1741-	101, 105	
S1801	1"	1 TSP	SIGNAL	RIO-HW	LIT-1801	S1801-	101, 101.2	
S1822	1"	2 PAIR TW/SH	SIGNAL	RIO-HW	FIT-1822	S1801-	101, 101.2	
S1822A	1"	MFR CABLE	SIGNAL	FIT-1822	FE-1822			
S1921	1"	1 TSP	SIGNAL	RIO-HW	TT-1921			
S2111	1"	2 TSP, CAT6 SH	SIGNAL	RIO-MB	AIT-2111	S2111-	202, 204	
S2111A	1"	MFR CABLE	SIGNAL	AIT-2111	AE-2111			
S2131	3/4"	2 TSP, 2#14	SIGNAL	RIO-MB	FV-2131	S2131+, S2151+, S2152+	203, 205	
S2132	3/4"	1 TSP	SIGNAL	RIO-MB	PIT-2132	S2131+, S2151+, S2152+	203, 205	
S2151	3/4"	1 TSP, CAT6 SH	SIGNAL	RIO-MB	AIT-2151	S2151-, S2152-	203, 205	
S2152	3/4"	1 TSP	SIGNAL	RIO-MB	AIT-2152	S2152-	203, 205	
S2182	1"	MFR CABLE	SIGNAL	AIT-2111	AE-2182			
S2211	1"	2 TSP	SIGNAL	RIO-MB	AIT-2211	S2111-	202, 204	
S2211A	1"	MFR CABLE	SIGNAL	AIT-2211	AE-2211			
S2231	3/4"	2 TSP, 2#14	SIGNAL	RIO-MB	FV-2231	S2231+, S2251+, S2252+	203, 205	
S2232	3/4"	1 TSP	SIGNAL	RIO-MB	PIT-2232	S2231+, S2251+, S2252+	203, 205	
S2251	3/4"	1 TSP	SIGNAL	RIO-MB	AIT-2251	S2251-, S2252-	203, 205	
S2252	3/4"	1 TSP	SIGNAL	RIO-MB	AIT-2252	S2252-	203, 205	
S2292	1"	MFR CABLE	SIGNAL	AIT-2211	AE-2292			
S2311	1"	2 TSP	SIGNAL	RIO-MB	AIT-2311	S2311-	202, 204	
S2311A	1"	MFR CABLE	SIGNAL	AIT-2311	AE-2311			
S2331	3/4"	2 TSP, 2#14	SIGNAL	RIO-MB	FV-2331	S2331+, S2351+, S2352+	203, 205	
S2332	3/4"	1 TSP	SIGNAL	RIO-MB	PIT-2332	S2331+, S2351+, S2352+	203, 205	
S2351	3/4"	1 TSP	SIGNAL	RIO-MB	AIT-2351	S2351-, S2352-	203, 205	
S2352	3/4"	1 TSP	SIGNAL	RIO-MB	AIT-2352	S2352-	203, 205	
S2392	1"	MFR CABLE	SIGNAL	AIT-2311	AE-2392			
S2411	1"	2 TSP	SIGNAL	RIO-MB	AIT-2411	S2311+	202, 204	
S2411A	1"	MFR CABLE	SIGNAL	AIT-2411	AE-2411			
S2431	3/4"	2 TSP, 2#14	SIGNAL	RIO-MB	FV-2431	S2431+, S2451+, S2452+	203, 205	
S2432	3/4"	1 TSP	SIGNAL	RIO-MB	PIT-2432	S2431+, S2451+, S2452+	203, 205	
S2451	3/4"	1 TSP	SIGNAL	RIO-MB	AIT-2451	S2451-, S2452-	203, 205	
S2452	3/4"	1 TSP	SIGNAL	RIO-MB	AIT-2452	S2452-	203, 205	
S2482	1"	MFR CABLE	SIGNAL	AIT-2411	AE-2482			
S2641	1"	2 TSP	SIGNAL	RIO-MB	PIT-2641, TT-2642			
S2651	1"	2 TSP	SIGNAL	RIO-MB	PV-2651			
S2784	1"	2 PAIR TW/SH	SIGNAL	RIO-MB	FIT-2784		202, 204, 204.1	
S2784A	1"	MFR CABLE	SIGNAL	FIT-2784	FE-2784			
S3000	1"	1 TSP TC, CAT6 SH TC	SIGNAL	RIO-MB	AIT-3000			
S3000A	1"	MFR CABLE, TC	SIGNAL	AIT-3000	AE-3000			
S3111	1"	5 TSP	SIGNAL	RIO-MB	LT-3111, FV-3121, FIT-3122, PIT-3142			
S3162	1"	2 PAIR TW/SH, 8#14	SIGNAL	RIO-MB	FIT-3192, G-3101			
S3193	1"	5 TSP, 2 CAT6 SH	SIGNAL	RIO-MB	AIT-3193, AIT-3193, AIT-3593			
S3211	1"	5 TSP	SIGNAL	RIO-MB	LT-3211, FV-3221			
S3282	1"	2 PAIR TW/SH, 8#14	SIGNAL	RIO-MB	FIT-3222, PIT-3242			
S3311	1"	5 TSP	SIGNAL	RIO-MB	FIT-3292, G-3201			
S3392	1"	2 PAIR TW/SH, 8#14	SIGNAL	RIO-MB	LT-3311, FV-3321			
S3411	1"	5 TSP	SIGNAL	RIO-MB	FIT-3422, PIT-3442			
S3492	1"	2 PAIR TW/SH, 8#14	SIGNAL	RIO-MB	FIT-3492, G-3401			
S3511	1"	WIRE FUTURE	SIGNAL	RIO-MB	LT-3511, FV-3521			
S3592	1"	WIRE FUTURE	SIGNAL	RIO-MB	FIT-3522, PIT-3542			STUB UP AND CAP
S3741	1"	2 TSP	SIGNAL	RIO-MB	FIT-3592, G-3501			STUB UP AND CAP
S3751	1"	2 TSP	SIGNAL	RIO-MB	PIT-3741, TT-3742			
S3801	1"	1 TSP	SIGNAL	RIO-MB	FV-3751			
S3801A	1"	MFR CABLE	SIGNAL	RIO-MB	LCP-3811			
S3861	1"	2 PAIR TW/SH	SIGNAL	RIO-MB	LT-3801			
S3861A	1"	MFR CABLE	SIGNAL	RIO-MB	FIT-3861			
S3893	3/4"	2 PAIR TW/SH TC	SIGNAL	RIO-MB	FIT-3893			THRU SIGNAL CABLE TRAY
S3916	3/4"	1 TSP TC	SIGNAL	RIO-MB	TT-3916			THRU SIGNAL CABLE TRAY
S3917	3/4"	1 TSP TC	SIGNAL	RIO-MB	TT-3917			THRU SIGNAL CABLE TRAY
S3918	1"	1 TSP	SIGNAL	RIO-MB	TT-3918			
S3919	1"	1 TSP	SIGNAL	RIO-MB	TT-3919			
S3971	3/4"	1 TSP	SIGNAL	RIO-MB	TT-3971			
S3972	1"	1 TSP TC	SIGNAL	RIO-MB	AIT-3972			THRU SIGNAL CABLE TRAY
S3972A	1"	MFR CABLE	SIGNAL	AIT-3972	AE-3972			
S4001	1"	1 TSP	SIGNAL	PLC-RO	LCP-4001			
S4001A	3/4"	MFR CABLE	SIGNAL	PLC-RO	LT-4001			
S4003	1"	1 TSP	SIGNAL	RIO-MB	TT-4003			
S4004	1"	1 TSP TC, CAT6 SH TC	SIGNAL	PLC-RO	AIT-4004			
S4004A	3/4"	MFR CABLE	SIGNAL	AIT-4004	AE-4004			
S4602	1"	3 TSP, CAT6 SH	SIGNAL	RIO-MB	AIT-4602, AIT-4603, FIT-4603		203, 205	
S4602A	3/4"	MFR CABLE	SIGNAL	AIT-4602	AE-4602			
S4603	3/4"	MFR CABLE	SIGNAL	AIT-4603	AE-4603			
S4604	1"	1 TSP	SIGNAL	RIO-MB	ME-4604		203, 205	
S4605	1"	MFR CABLE	SIGNAL	PIT-4604	FE-4604			
S5002	1"	1 TSP	SIGNAL	PLC-RO	LI-5002	S5002-, S5002A+		
S5002A	1"	1 TSP	SIGNAL	PLC-RO	LI-5002	S5002A-		
S5002B	3/4"	1 TSP	SIGNAL	PLC-RO	LI-5002			
S5072	1"	2 PAIR TW/SH TC	SIGNAL	RIO-MB	PIT-5072			THRU SIGNAL CABLE TRAY
S5301	3/4"	1 TSP TC	SIGNAL	PLC-RO	WIT-5301			THRU SIGNAL CABLE TRAY
S5301A	1"	MFR CABLE	SIGNAL	WIT-5301	WE-5301			

6 CONDUIT UPDATED
 6 CONDUIT UPDATED
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0 1/2 1

SHEET 149 OF 172

CE 561

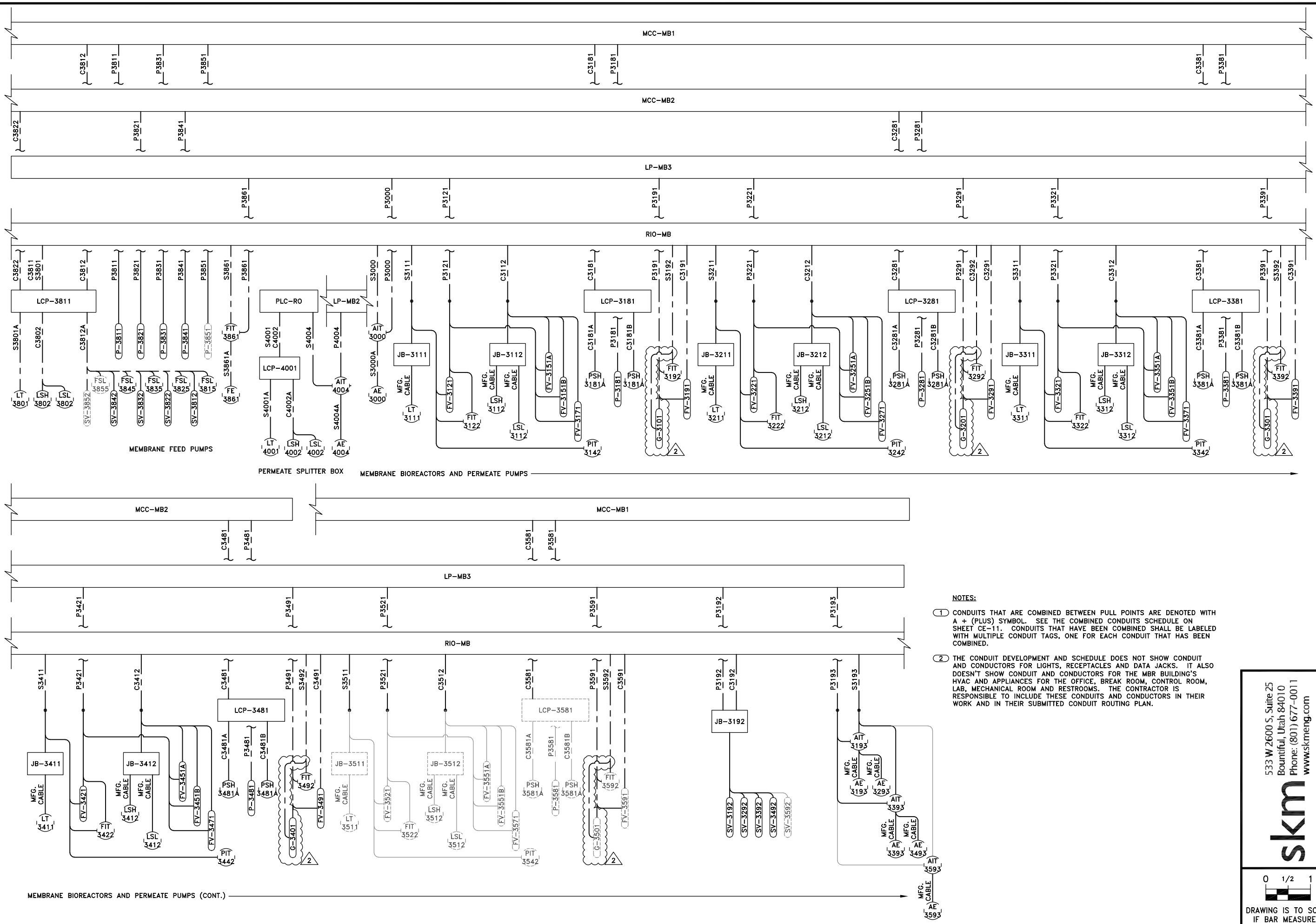
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4	10/11/19	MPJ	DCL	
5	12/02/19	MPJ	BB	
6	10/26/20	MPJ	DCL	

CITY OF BEAUMONT
 SALT MITIGATION WWTP UPGRADE
 ELECTRICAL - CONDUITS AND DUCTBANKS
 CONDUIT SCHEDULE 7

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Item 12.



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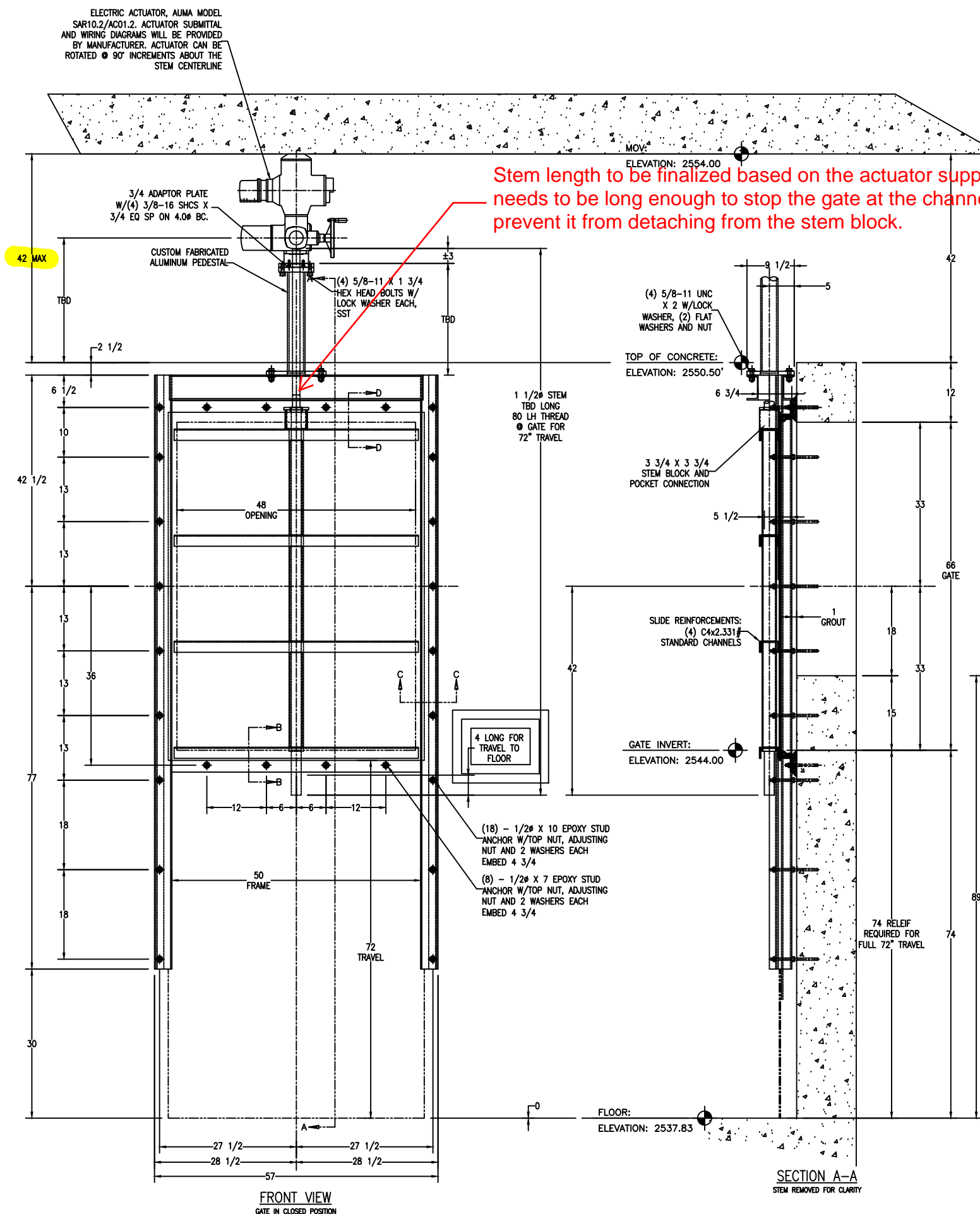
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REVISIONS				
1	06/24/19	MPJ	DCL	
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CITY OF BEAUMONT
 SALT MITIGATION WWTP UPGRADE
 ELECTRICAL - CONDUITS AND DUCTBANKS
 CONDUIT DEVELOPMENT 11

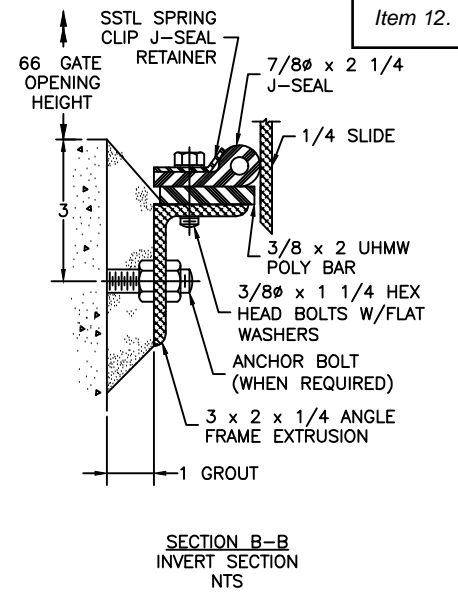
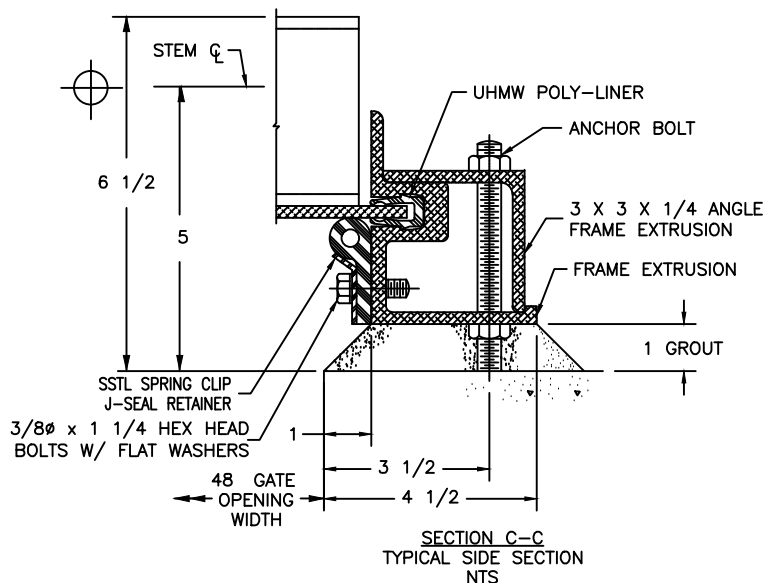
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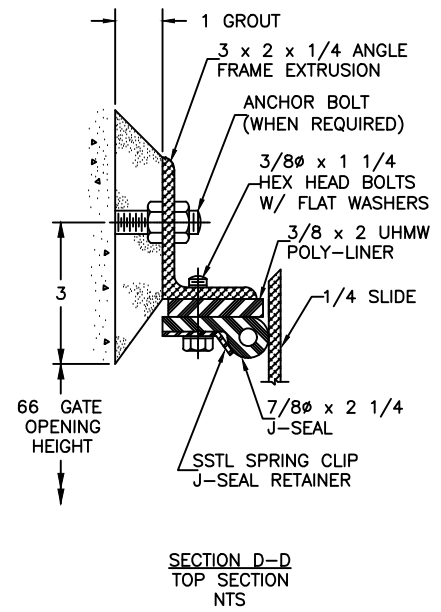


Stem length to be finalized based on the actuator supplied. Stem needs to be long enough to stop the gate at the channel invert and prevent it from detaching from the stem block.



TOP OF OPENING: ELEVATION: 2549.50

OPENING INVERT: ELEVATION: 2545.25



- NOTES:**
- CASTING TOLERANCES APPLY ON ALL UNMACHINED SURFACES.
 - SEE MANUAL G-1900 FOR INSTALLATION AND ADJUSTMENT INSTRUCTIONS.
 - ALL DIMENSIONS IN INCHES UNLESS OTHERWISE NOTED.
 - MATERIAL SPECIFICATIONS AND COATINGS PER DRAWING: 2434453500
 - GATE HEAD DESIGN SEATING: 2.875'
MEASURED FROM GATE CL UNSEATING: 2.875'
OPERATING DESIGN HEAD SEATING: 2.875'
MEASURED FROM GATE CL UNSEATING: 2.875'
 - TAG: G-3101, G-3201, G-3301, G-3401
 - LOCATION: WWTP, BEAUMONT, CA
 - REFERENCE SPECIFICATIONS SECTION: 400599
 - REFERENCE PLAN DRAWINGS: MBS-3
 - PLEASE CONFIRM THE GATE TRAVEL, THE TOP OF CONCRETE AND INVERT ELEVATIONS, AS WELL AS THE INVERT CLEARANCE AND CONFIGURATION.

HYDRO GATE

48" X 66" FABRICATED ALUMINUM WEIR GATE
WALL MOUNTED, NON-RISING STEM, SELF-CONTAINED, TOPSEAL
QUANTITY: 4 MATERIAL: AL-6061 SCALE: 1'=3/5"
THIS IS A PROPRIETARY DESIGN OF HYDRO GATE CORP. THE DESIGN, DATA AND INFORMATION RELATING THERETO IS NOT TO BE USED, DISSEMINATED OR REPRODUCED IN WHOLE OR IN PART WITHOUT THE EXPRESS WRITTEN CONSENT OF HYDRO GATE CORP.

REV.	DATE	INITIALS			

DRAWN BY ORH	CUSTOMER NO. 55.1173-4006	SALES 2434
CHECKED BY	DATE 11/5/18	DRAWING NO. 2434453-10

QUOTE #2009072

Date: November 18, 2020

Project Name: MBR Train Influent Gate – New Electric Actuators

Representative: Kelly Brians – Southwest Valve & Equipment – 714-832-1090

We are pleased to offer for your consideration the following equipment for this project.

Quantities and descriptions listed in this quotation were based on the following:
Emailed information. Quoted based on existing Hydro Gate Order # 2434453

Please note these prices are based on receiving the entire order. Adjustments to item quantities or specifications may alter the pricing.

- Prices quoted are firm for acceptance within 30 days of the bid date and apply to this quotation only, subject to attached Terms & Conditions. Prices do not include sales or use tax. If this proposal is not accepted within 30 days after bid, Hydro Gate reserves the right to re-quote and price escalation may be necessary.

The equipment we have quoted meets or exceeds the specifications with the following clarifications:

NOTE: We have received no addendums for this project.

1. If awarded to Hydro Gate, we will need to be supplied with a full set of plans and specifications.
2. Prices do not include third party inspection services of gates and equipment unless specifically required by specifications that supplier (Hydro Gate) be responsible for cost of these inspections.
3. Hydro Gate will provide digital copies of all relevant Operation and Maintenance manuals. Contact Hydro Gate should custom manuals be required.
4. Please note these prices are based on receiving the entire order. Adjustments to item quantities or specifications may alter the pricing.
5. Prices do not include taxes.
6. Non-machined, submerged ferrous surfaces to be blast cleaned and painted with 2 shop coats of manufacturer's standard epoxy paint.
7. This quotation reflects our policy of sourcing raw materials in the most cost effective manner. Any requirement for specific U.S content shall require a revised quotation.
8. Prices do not include installation of gates and equipment or lubricants for stems, gear units and bearings.

9. Mastic, grout, gaskets and epoxy capsules for anchors not by Hydro Gate.
10. Upon placing an order with Hydro Gate, buyer must ensure that the approval of equipment be provided to Hydro Gate within 30 days of receiving submittals. Failure to do so may result in an increase of price in relation to market fluctuation of raw material costs.
11. Please address all purchase orders to Henry Pratt Company, LLC 12000 East 47th Ave., Suite 200, Denver, CO 80239.
12. Hydro Gate Standard Terms and Conditions of Sale apply to this quotation and can be found at www.hydrogate.com/support.
13. Field service not included. If field service is needed, a charge of \$1,500.00 will be made for each trip, plus \$1,250.00 for each day including any holidays, weekends or other layovers made at the convenience of the contractor or engineer.
14. The equipment quoted for this project includes electric motor actuators. Actuator controls cannot be adjusted or preset at the factory. Complete instructions for proper setting of components are included with the unit when shipped. This quotation does not include any field service to adjust electric actuators and lubricate equipment unless specifically required by project specification. If a factory technician is preferred, field service rates that are in effect at time service is required shall apply. Contact Hydro Gate with a purchase order if this service is required.
15. Electric Actuator has been quoted to be 120v, 1-phase, 60 hertz power. 120v was requested via preliminary note from the customer. If different power requirements are needed, please contact Hydro Gate for pricing and lead time adjustment.
16. Gates were originally installed by Hydro Gate via Order # 2434453. Parts and Electric Actuators are based off the information in the original Hydro Gate submittal drawings and the customer provided drawings.
17. New replacement stems are included in this quote. New replacement stems will be required to provide additional stem length so that the stem can feed into the new electric actuator for each gate.

Quotation Number: 2009072

Item Number : 01
Designation : Electric Actuator to replace existing Manual Lift for Gates
G-3101, G-3201, G3301, & G-3401
Qty : 1 Lot to Include
4 – Replacement Electric Actuator for Gates
4 – Replacement adaptor plate to match existing flange
Shipment : 10-12 weeks after drawing and credit approval.
Lot Price : **\$ 4,486.00 Each Gate**

Item Number : 02
Designation : Stem Replacement
Qty : 1 Lot to Include
4 – 90" long 2.0" diameter type 304 stainless steel non-rising stems
4 – Replacement Stem Block for each stem
Shipment : 10-12 weeks after drawing and credit approval.
Lot Price : **\$ 1,470.00 Each Gate**

Total price for items listed above: \$ 5,956.00 each gate, \$23,824.00 total for 4 gates

The delivery lead times are based on stock inventory at the time of quotation. Stock quantities and quoted delivery times must be re-evaluated and verified at time of order and/or time of release to manufacturing.

Please see notes 1 through 17 in this quotation.

Quotation No.: 2009072

FREIGHT:

F.O.B. shipping point, full freight allowed. Seller will pay freight charges for standard shipments. Additional freight cost incurred to comply with buyer's special requirements will be added to the invoice.

FIELD SERVICE:

Hydro Gate will make every effort to provide a representative to meet your schedule, but due to conflicting requirements a request should be made no later than fourteen (14) days before a representative is required. Where previous commitments have been made, some flexibility in your schedule should be anticipated. All field service trips will require a written confirmation prior to arriving at the site.

DRAWINGS:

Submittal drawing lead time is 3 to 5 weeks after receipt of your written purchase order.

Thank you for your interest in our product. If any questions arise regarding this quotation, please contact Hydro Gate.



Erik Mustain

Hydro Gate® Application Engineer

12000 E. 47th Avenue - Suite 200 Denver, Colorado 80239

office: 303.374.2169 | muellerwp.com



Staff Report

TO: City Council
FROM: Kristine Day, Assistant City Manager
DATE: April 20, 2021
SUBJECT: **Authorize the Installation and Connection of a New Potable Water Supply with Beaumont Cherry Valley Water District for the Wastewater Treatment Plant and Deposit an Amount of \$30,275 with the District for the Completion of the Work**

Background and Analysis:

As part of the City of Beaumont's Wastewater Treatment Plant (WWTP) Upgrade Project, a new 8-inch potable water connection needs to be made to Beaumont Cherry Valley Water District's (BCVWD) system. The 8-inch connection will feed a new fire service pipeline, which includes two (2) new fire hydrants on the WWTP site. Currently onsite fire service is not present. Fire service is not metered but includes a backflow prevention device per BCVWD regulations. The new connection also includes a 2-inch potable meter and backflow prevention device to feed the new onsite potable water system. The uses for potable water include eyewash stations at various locations, restrooms, sinks, showers, and dishwashers in the treatment building. At this time these facilities are fed from the existing half-inch potable water connection, which is not adequate to provide the necessary flows.

The connections to the BCVWD potable water pipeline in Fourth Street will be made by BCVWD. They will install the connections and piping to just outside the pavement at which location the City's WWTP contractor, WM Lyles, will complete the installation as part of their scope of work.

BCVWD requires a deposit of \$30,275 to procure the materials and perform the work. If the actual cost exceeds the deposit amount, BCVWD will invoice the City for the additional expense. If the actual cost is less than the deposit amount, BCVWD will refund the difference to the City. The deposit worksheet from BCVWD is attached.

Fiscal Impact:

WWTP	Budget Amount	Paid to Date	Remaining
Design	\$ 2,697,942.63	\$ 2,557,938.51	\$ 140,004.12
Construction Management	\$ 5,382,475.75	\$ 5,206,826.88	\$ 175,648.87
Equipment	\$ 252,906.00	\$ 256,216.13	\$ (3,310.13)
Permits	\$ 324,776.76	\$ 121,450.10	\$ 203,326.66
Construction	\$ 53,910,737.00	\$ 44,677,882.04	\$ 9,232,854.96
Contingency	\$ 5,624,252.52	\$1,980,086.66	\$ 3,644,165.86
Unallocated	\$ 2,441,341.72	\$0	\$ 2,441,341.72
Total	\$ 70,634,432.38	\$ 54,800,400.32	\$ 15,834,032.06

Recommended Action:

Authorize City staff to make a deposit of \$30,275 to Beaumont Cherry Valley Water District for the connection and installation of a new water line service for the Wastewater Treatment Plant, and
 Authorize City staff to pay additional expenses associated with this work should the costs exceed \$30,275.

Attachments:

- A. Exhibit C – Water Facilities Fees and Deposits, City of Beaumont Wastewater Treatment Plant Domestic Water Service Connection

EXHIBIT "C"

Item 13.

**BEAUMONT-CHERRY VALLEY WATER DISTRICT
WATER FACILITIES
FEES AND DEPOSITS
CITY OF BEAUMONT - WWTP Domestic Water Service Connection**

1 POTABLE FACILITY FEES (Calculated in accordance with BCVWD Rules and Regulations, Section 5-5)

Supply	Unit Cost	Units	Fee
Wells	\$ 1,936.00	0.00	\$ -
Water Rights (SWP)	\$ 1,225.00	0.00	\$ -
Water Treatment Plant	\$ 921.00	0.00	\$ -
Local Water Resources	\$ 485.00	0.00	\$ -
Recycled Water Facilities	\$ 1,402.00	0.00	\$ -
Sub Total	\$ 5,969.00		\$ -
Transmission (>16")	\$ 1,568.00	0.00	\$ -
Storage	\$ 2,008.00	0.00	\$ -
Booster	\$ 139.00	0.00	\$ -
Pressure Reducing Stations	\$ 71.00	0.00	\$ -
Miscellaneous Projects	\$ 62.00	0.00	\$ -
Sub Total	\$ 3,848.00		\$ -
Financing Costs	\$ 305.00	0.00	\$ -
Total All Facilities Fees	\$ 10,122.00		\$ -

2 GIS DEPOSIT

Description	Meter	Units	Unit Cost	Deposit
Domestic Water Meter GIS Deposit (1)	1.00	EA	\$ 275.00	\$ 275.00
Total GIS Deposit				\$ 275.00

BCVWD ENGINEERING, PLAN CHECK, AND INSPECTION DEPOSIT

Description	Deposit	Units	Unit Fee	Deposit
Construction/Installation Deposit (2)	1	E.A.	\$ 30,000.00	\$ 30,000.00
Total Construction/Installation Deposit				\$ 30,000.00

Subtotal Fees	\$ -
Subtotal Deposits	\$ 30,275.00
Total Fees and Deposits	\$ 30,275.00

- (1) Unused deposits will be returned upon completion of tasks related to GIS Information
- (2) City requested that the District perform the installation work up to the riser and blind flange of the DDC. Deposit amount is for labor and materials associated with the installation to the District's system. Unused deposits will be returned upon completion of tasks related to construction/installation of the water connection.



ANGIE ARCILLA
arcilla@sbemp.com
FIRM ASSISTANT TO ROXANN VOTAW

REPLY TO:
Palm Springs, California

April 5, 2021

CITY OF BEAUMONT PROFESSIONAL SERVICES THRU: 3/31/2021

TOTAL DUE: \$85,657.00

Sincerely,
SBEMP, LLP

By: Angie Arcilla

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

4/5/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*AIG

Professional services through: 3/4/2021:

Invoice # 63181

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$14,425.50

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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4/5/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Urban Logic

Professional services through: 3/14/2021:

Invoice # 63198

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$12,683.00

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4/5/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Carpenters

Professional services through: 3/31/2021:

Invoice # 63199

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$17,488.70

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4/5/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Chavez

Professional services through: 3/31/2021:

Invoice # 63183

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$770.00</u>

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4/5/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Fibracast

Professional services through: 3/31/2021;

Invoice # 63184

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$495.00</u>

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4/5/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Lee

Professional services through: 3/31/2021:

Invoice # 63186

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$1,180.90</u>

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4/5/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Norton Rose

Professional services through: 3/31/2021:

Invoice # 63187

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$2,515.00

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4/5/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Peters

Professional services through: 3/31/2021:

Invoice # 63188

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$4,785.00

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4/5/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Simpson

Professional services through: 3/31/2021:

Invoice # 63189

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$907.50</u>

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4/5/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*TalleyAguirre

Professional services through: 3/31/2021:

Invoice # 63190

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$275.00</u>

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4/5/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Gen Lit

Professional services through: 3/31/2021:

Invoice # 63192

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$2,172.50

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4/5/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Legacy HP

Professional services through: 3/31/2021:

Invoice # 63193

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$3,035.30

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4/5/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-OverRetainer

Professional services through: 3/31/2021:

Invoice # 63195

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$17,423.60

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4/5/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Retainer

Professional services through: 3/31/2021:

Invoice # 63196

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$7,500.00

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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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)